

**CITY OF ST. LOUIS
REGULAR CITY COUNCIL MEETING**

Jim Kelly, Mayor

Melissa Allen, Council Member

George Kubin, Council Member

Jerry Church, Council Member

Tom Reed, Council Member

Agenda

**MONDAY
JANUARY 4, 2016**

6:00 p.m.

1. Oath of Offices.
2. Call to Order.
3. Roll Call.
4. Pledge of Allegiance.
5. Appointment of Mayor Pro Tem.
6. Approval of Minutes:
 - A. Regular Meeting December 15, 2015.
7. Claims & Accounts.
8. Monthly Board Minutes.
9. Audience Recognition

"Each person will be allowed to speak for up to five (5) minutes, except where the number of speakers exceeds the time limit. In those instances, the Mayor of the City Council may either reduce the five-minute time limit to a three-minute time limit for each speaker, or the City Council may waive the half-hour time limit."
10. Consent Agenda
 - a. Payment to State of Michigan for Annual NPDES Permit Fee – Approve.
 - b. Payment No. 3 to Heystek Contracting for Leppien Park Project – Approve.
 - c. Payment No. 6 to Maguire Iron for Water Supply/Giddings Water Tower – Approve.

- d. Payment to Gratiot Area Water Authority for 2015 Water Supply Project – Approve.
 - e. Final Payment to Rowe for Main Street Reconstruction Project – Approve.
11. Recess Council Meeting.
 12. Cemetery Board of Trustees Meeting – Call to Order.
 - A. Approval of Minutes.
 - B. Financials.
 - C. Annual Report.
 13. Other Business.
 14. Audience Recognition.
 15. Adjournment.
 16. Reconvene Council Meeting.
 17. Business of the Council.
 - A. Appointment of City Boards and Commissions.
 - B. Designation of City Official Newspapers.
 - C. Designation of Official Depositories for City Funds.
 - D. Designation of City Attorneys.
 - E. Resolution 2016-01, Annual State Trunkline Right of Way Permit.
 - F. Traffic Control Order #T113.1.128.
 - G. Gadde Farms Rental Contract for 2016.
 - H. Resolution 2016-02 Sale of Property.
 18. City Manager’s Report.
 19. City Clerk’s Report.
 20. Police Chief’s Report.
 21. City Council Comments.
 22. Public Comments.
 23. Adjournment.

CITY COUNCIL PROCEEDINGS

St. Louis, Michigan
December 15, 2015

The regular meeting of the Saint Louis City Council was called to order by Mayor Kelly on Tuesday, December 15, 2015 at 7:30 a.m. in the City Hall Council Chambers at 300 North Mill Street.

Council Members Present: Mayor James C. Kelly, Melissa A. Allen, Jerry L. Church, George T. Kubin, Thomas L. Reed

Council Members Absent: None
City Manager: Kurt Giles
City Clerk: Mari Anne Ryder
Police Chief: Rich Ramereiz

Others in Attendance:

Keith Risdon – Public Services Director, Phil Hansen – DDA Director, Bobbie Marr – Finance Director, Dori Foster – Community Services Coordinator, Mark Abbott – DPW Supervisor, Ken Berthiaume – Berthiaume & Company, Rob Eggers – Spicer Group, Jeff Markstrom – Rowe, Inc.

Member Allen led in the Pledge of Allegiance to the flag.

Minutes.

City Council discussed the Special Meeting Minutes of December 1, 2015.

Moved by Allen, supported by Church, to approve the minutes of the Special Meeting held on December 1, 2015. All ayes carried the motion.

City Council discussed the Regular Meeting Minutes of December 1, 2015.

Moved by Allen, supported by Reed, to approve the minutes of the Regular Meeting held on December 1, 2015. All ayes carried the motion.

Claims & Accounts.

City Council discussed the Claims & Accounts.

Moved by Kubin, supported by Reed, to approve the Claims & Accounts in the amount of \$683,965.70. All ayes carried the motion.

Monthly Reports.

City Council discussed the November, 2015 Monthly Reports.

Moved by Reed, supported by Church, to receive the November, 2015 Monthly Reports and place on file. All ayes carried the motion.

Audience Recognition.

None.

Audit Presentation for Year Ended June 30, 2015.

Mr. Berthiaume explained the audit process and stated there were no significant findings and the City is in full compliance with all State requirements.

The City was given a status of Unmodified Opinion, which is the best finding that is given.

Mr. Berthiaume reviewed the various accounts with City Council Members.

Discussion was held.

Moved by Kubin, supported by Church, to receive the Audit ending June 30, 2015 and the Single Audit and place on file.

Roll Call Vote:

Ayes: Kubin, Church, Reed, Allen, Kelly

Nays: None.

Motion Carried.

Consent Agenda.

Mayor Kelly requested approval of Consent Agenda items “a” through “h” as shown below:

- a. Payment to Etna Supply for Annual Fee/Maintenance – Approve.
- b. Payment to GAWA for 2015 Water Supply Projects – Approve.
- c. Payment to FTC&H for 2015 Water Supply Projects – Approve.
- d. Final Payment to Isabella Corp. for South Transmission Main Phase I – Approve.
- e. Final Payment to Crawford Contracting for North Transmission Main Phase IB – Approve.
- f. Payment No. 7 to Dunigan Bros. for South Transmission Main Phase II and Giddings Place Reconstruction – Approve.

- g. Payment to Berthiaume & Company for Audit for Year Ended June 30, 2015 – Approve.
- h. Payment to Haworth for Office Furniture – Approve.

Moved by Kubin, supported by Reed, to approve Consent Agenda items “a” through “h.” All ayes carried the motion.

New Business.

Bid Award for Water Supply Wells 10 and 11.

Manager Giles stated two bids were received for water supply wells 10 and 11. Peerless-Midwest was low bidder in the amount of \$128,804.00 and Manager Giles recommended the bid be awarded to Peerless-Midwest subject to Agency approvals.

Discussion was held.

Moved by Reed, supported by Allen, to award the bid for water supply wells 10 & 11 to Peerless-Midwest in the amount of \$128,804.00 subject to Agency approvals. All ayes carried the motion.

Resolution 2015-15 Approving the Michigan Department of Transportation State Trunk Line Maintenance Contract.

Manager Giles requested adoption of Resolution 2015-15 approving the Michigan Department of Transportation State Trunk Line Maintenance Contract for five years.

The following preamble and resolution were offered by Member Kubin, and supported by Member Church:

WHEREAS, The City of Saint Louis recognizes the need to have a contract with the State of Michigan Department of Transportation for the construction, improvements, and/or maintenance of the State trunk line highways; and

WHEREAS, 1925 PA 17 Section 2, MCL 250.61 et seq; authorizes the Department of Transportation to contract with the Municipality, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 supra; and

WHEREAS, the City of Saint Louis designates the City Manager as Contract Administrator on state trunk line highways, who will supervise all work covered under the Contract, and

WHEREAS, the City of Saint Louis agrees to all of the conditions of the Michigan Department of Transportation State Trunk Line Maintenance Contract; and

THEREFORE BE IT RESOLVED, that the City Council of Saint Louis, Michigan, County of Gratiot, hereby approves the Michigan Department of Transportation State Trunk Line Maintenance Contract and authorizes the Mayor and City Clerk to sign the Contract on behalf of the City of Saint Louis.

Yeas: Kubin, Church, Allen, Reed, Kelly

Nays: None

RESOLUTION DECLARED ADOPTED.

Change Order No. 8 to Davis Construction for SRF Project.

Manager Giles stated Change Order No. 8 is a decrease in the amount of the contract by \$11,800.00 due to paint issues and mixer issues.

Discussion was held.

Moved by Allen, supported by Reed, to approve Change Order No. 8 in the decreased amount of \$11,800.00.

Final Payment No. 20 to Davis Construction for SRF Project.

Manager Giles recommended approval of final Payment No. 20 to Davis Construction for the SRF Project in the amount of \$64,884.64 contingent on the following:

1. Davis Construction, Inc. shall complete all punch list items identified by ROWE Professional Services Company in their November 2, 2015 punch list, by December 18, 2015 with the exception of the program modifications to the oxidation ditch control panel which has been agreed to be completed by January ____, 2016, at no additional cost to the City and
2. ROWE Professional Services Company shall review and certify that all punch list items have been completed and that the quality of the work is in accordance with the Contract Documents and that the Contractor is entitled to the release of the Final Payment of \$64,884.64, and
3. All closing documents, releases, O&M manuals, guarantees, warranties and other documents as required by the Contract Documents have been provided to the City prior to the release of the Final Payment to the Contractor.

Discussion was held.

Jeff Markstrom from Rowe Inc. stated the program modifications to the oxidation ditch control panel has been agreed to be completed in the last two weeks of January 2016, at no additional cost to the City.

Moved by Reed, supported by Kubin, to approve Final Payment No. 20 to Davis Construction in the amount of \$64,884.64 contingent on the above listed items.

Roll Call Vote:

Ayes: Reed, Kubin, Church, Allen, Kelly

Nays: None

Motion Carried.

Discuss Police Department Overhead Doors.

Manager Giles stated Rob Eggers from Spicer Group was in attendance to discuss the needed changes to the Police Department Overhead Doors.

Mr. Eggers stated Spicer Group offers to participate in the project at 50% of either option #1 or option #2 with the amount going against the Council's choice, which is option #3.

Discussion was held.

Mr. Eggers amended the offer to a level of \$20,000.00.

Moved by Kubin, supported by Church, to approve Change Order Request Option #3 from RCL, which replaces the three existing overhead doors with three 10'x10' Overhead doors and relocates the west entrance door to the north side of the police garage in the amount of \$49,663.00. Council also approves acceptance of the contribution from Spicer Group in the amount of \$20,000.00 to assist with the cost.

Roll Call Vote:

Yeas: Kubin, Church, Allen, Reed, Kelly

Nays: None

Motion Carried.

Council Member Allen was excused at 8:57 a.m.

City Manager Report.

Manager Giles informed Council Members that the City has not paid the Gratiot Area Water Authority for water as of yet. There appear to be metering issues, which are being addressed.

City Clerk Report.

None.

Police Chief Report.

Chief Ramereiz stated targeted enforcement is taking place at the new 4-way stop sign on North Mill and Center Streets.

Discussion was held.

Member Kubin was excused at 9:02 a.m.

Council Comments.

Member Reed inquired on an e-mail regarding street repairs that the Mayor received.

Member Church inquired on inoperable vehicles.

Chief Ramereiz stated the issues are being address and that he and Community Services Coordinator meet weekly to address code violations.

Mayor Kelly commended the Police Department for the professionalism the officers showed at both the Veterans Day Ceremony and at the Christmas Parade when the Veterans passed by.

Public Comments.

Jeff Markstrom of Rowe, Inc. informed Council that the Main Street Project is complete except for final paperwork and one final invoice from Rowe.

Moved by Reed, supported by Church, to adjourn the meeting at 9:25 a.m. All ayes carried the motion.

Mari Anne Ryder, City Clerk

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. A - 1 TRUCK PARTS INC	8.34		
2. ABC FASTENER GROUP, INC.	58.32		
3. AIS CONSTRUCTION	1,911.00		
4. ALMA CITY CLEANERS	56.00		
5. AMAZON.COM	37.07		
6. B & C JANITORIAL	201.73		
7. BADER & SONS CO.	200.81		
8. BAKER & TAYLOR INC	45.77		
9. BC RV & AUTO SALES LLC	20.81		
10. BRODART COMPANY	48.75		
11. C & S STEEL SERVICE CO., INC.	16.00		
12. CHARTER COMMUNICATIONS	245.00		
13. CITY OF ALMA	160.00		
14. CITY OF ST LOUIS, PAYROLL	100,818.79		
15. CITY OF ST. LOUIS	13,507.49		
16. CONSUMER REPORTS	99.00		
17. CONSUMERS ENERGY	899.84		
18. CRYSTAL PURE WATER INC.	81.00		
19. DBI BUSINESS INTERIORS	255.08		
20. DELTA DENTAL	149.51		
21. DORNBOS SIGN & SAFETY INC.	228.59		
22. DRUG SCREENS PLUS	159.00		
23. EDMORE CLEANERS INC.	125.00		
24. EXTREME SPORTS	310.00		
25. FASTENAL COMPANY	62.95		
26. FINAL TOUCH CO	975.00		
27. FISHER SCIENTIFIC	874.64		
28. GILBOE'S LOCK & SAFE LLC	259.00		
29. GRATIOT AREA CHAMBER COMMERCE	650.00		
30. GRATIOT AREA -SOLID WASTE	12,409.04		
31. GRATIOT AREA WATER AUTHORITY	27,064.07		
32. GREATAMERICA LEASING CORP	1,106.86		
33. HALL'S AUTO, INC	134.18		
34. HAROLD STEVENSON	155.63		
35. HEYSTEK CONTRACTING, INC	84,040.80		
36. HOLTON GARAGE DOOR CO.	176.79		
37. JANSON EQUIPMENT COMPANY	2,820.92		
38. KEN'S CULLIGAN	12.89		
39. LIBRARIAN'S CHOICE	74.30		
40. MAGUIRE IRON, INC	62,200.00		
41. MAURER'S TEXTILE RENTAL INC.	53.27		
42. MEDLER ELECTRIC COMPANY	323.34		
43. MICHIGAN CAT	122.96		
44. MICHIGAN MUNICIPAL LEAGUE	774.00		
45. MICHIGAN PUBLIC POWER AGENCY	81,952.56		
46. MID-MICH COMMUNITY FIRE DEPT	49,139.32		
47. MMTA	85.00		
48. MTA MICHIGAN TOWNSHIP ASSOCIATION	814.50		
49. MWEA	1,200.00		
50. NMCOA TREASURER MARTIN	350.00		

Claimant	Amount Claimed	Amount Owed	Amount Rejected
51. OLD DOMINION BRUSH CO	2,337.05		
52. PETER'S HARDWARE	397.10		
53. PINE RIVER AUTOMOTIVE	240.30		
54. PITNEY BOWES GLOBAL FINANCIAL	231.91		
55. POWER LINE SUPPLY	5,010.00		
56. QUILL CORPORATION	234.93		
57. RELIANCE STANDARD LIFE INS. CO	856.13		
58. ROCHESTER HILLS PUBLIC LIBRARY	21.95		
59. RODALE'S ORGANIC LIFE	15.00		
60. ROWE PROFESSIONAL	26,691.00		
61. SCOTLAND OIL COMPANY, INC	552.75		
62. SHULTS EQUIPMENT, LLC	1,127.93		
63. SNAP-ON	154.95		
64. STATE OF MICHIGAN	5,500.00		
65. STATE OF MICHIGAN-LARA	60.00		
66. STEVE FLICEK	450.00		
67. TRIVALENT GROUP, INC.	2,507.05		
68. TWIN CITY LANDSCAPE INC	13.95		
69. USA BLUE BOOK	527.16		
70. VERIZON WIRELESS	374.71		
71. WALMART COMMUNITY/GEGRB	647.08		
72. WIELAND TRUCKS	457.11		
73. WINN TELECOM	176.53		
74. WINN TELECOM	109.26		
75. WINN TELECOM	139.53		
76. WINN TELECOM	53.19		
77. WINN TELECOM	346.88		
78. WINN TELECOM	107.48		
79. WINN TELECOM	153.89		
80. WORTHY ELECTRIC, INC	361.02		
TOTAL ALL CLAIMS	497,330.76		

CUSTOM INVOICE REPORT FOR CITY OF ST LOUIS
 EXP CHECK RUN DATES 01/04/2016 - 01/04/2016
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: 0001

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: AA - 1 TRUCK PARTS INC					
198-290425	N	PARTS FOR #35 AB UNION CON	661.442.930.000.9035	8.34	8.34
TOTAL VENDOR AA -					8.34
VENDOR NAME: AABC FASTENER GROUP, INC.					
A245768	N	HEX CAP SCREWS/HEX NUTS	661.442.726.000	15.75	15.75
A245851	N	1/4 CHAMPION 705C HD COBALT DRILL	661.442.726.000	4.61	4.61
A246533	N	BUTTON HEAD SOCKET CAP SCREW/SURFACE IN	592.591.930.000	10.95	10.95
A246534	N	BRUSH TOP COPPER LUBRICANT/HEX WASHERS	661.442.726.000	27.01	27.01
TOTAL VENDOR AABC					58.32
VENDOR NAME: AIS CONSTRUCTIONAIS CONSTRUCTI					
312860	N	PLATE COMPACTOR	661.442.967.000	1,911.00	1,911.00
TOTAL VENDOR AIS C					1,911.00
VENDOR NAME: ALMA CITY CLEANERS					
11302015	N	UNIFORM CLEANING	101.301.820.000	56.00	56.00
TOTAL VENDOR ALMA					56.00
VENDOR NAME: AMAZON.COM					
2648/6203	N	SPONSORED BOOKS & BLU-RAY	271.790.746.000	14.08	37.07
			271.790.748.000	22.99	
TOTAL VENDOR AMAZO					37.07
VENDOR NAME: B & C JANITORIAL					
8831	N	GATEKEEPER AND MATS	101.265.818.000	201.73	201.73
TOTAL VENDOR B & C					201.73
VENDOR NAME: BADER & SONS CO.					
155216	N	CHAIN SAW PARTS	661.442.726.000	99.20	99.20
151924	N	FILTER KIT	661.442.930.000.9042	47.89	47.89
150517	N	FILTER KIT & SYNCHRONOUS BELT	661.442.930.000.9042	53.72	53.72
TOTAL VENDOR BADER					200.81
VENDOR NAME: BAKER & TAYLOR INC					
2031451106	N	SPONSORED BOOKS	271.790.745.000	30.52	45.77
			271.790.746.000	15.25	
TOTAL VENDOR BAKER					45.77
VENDOR NAME: BC RV & AUTO SALES LLC					
12162015	N	REGULATOR	661.442.930.000	20.81	20.81
TOTAL VENDOR BC RV					20.81
VENDOR NAME: BRODART COMPANY					
B4203928	N	BOOKS	271.790.746.000	48.75	48.75

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: BRODART COMPANY					
TOTAL VENDOR BRODA					48.75
VENDOR NAME: C & S STEEL SERVICE CO., INC. 9355	N	STEEL	661.442.930.000.9059	16.00	16.00
TOTAL VENDOR C & S					16.00
VENDOR NAME: CHARTER COMMUNICATIONS 12142015	N	CABLE	582.582.850.000	47.67	47.67
0004736	N	INTERNET SERVICES	101.265.850.000	33.00	197.33
			582.582.850.000	33.00	
			101.172.850.000	33.00	
			592.590.850.000	33.00	
			101.728.850.000	33.00	
			101.301.850.000	32.33	
TOTAL VENDOR CHART					245.00
VENDOR NAME: CITY CITY OF ST. LOUIS 12192015	N	UTILITY BILL-310 W WASHINGTON ST	101.265.920.000	56.50	56.50
12202015	N	NOV/DEC 2015 UTILITIES	101.265.920.000	2,028.92	13,450.99
			101.276.920.000	237.26	
			248.728.920.000	54.62	
			592.590.920.000	699.63	
			271.790.920.000	381.61	
			101.441.920.000	445.02	
			582.582.920.000	1,350.99	
			592.590.923.000	2,208.64	
			101.770.920.000	462.04	
			582.582.926.000	2,570.57	
			592.591.920.000	265.02	
			101.770.920.000	54.99	
			101.758.920.000	23.03	
			582.582.926.000	1,690.63	
			592.591.923.000	978.02	
TOTAL VENDOR CITY					13,507.49
VENDOR NAME: CITY OF ALMA 2016-00000074	N	BAC-T ANALYSIS	592.591.818.000	160.00	160.00
TOTAL VENDOR CITY					160.00
VENDOR NAME: CONSUMER REPORTS 12282015	N	SUBSCRIPTION RENEWAL	271.790.747.000	99.00	99.00
TOTAL VENDOR CONSU					99.00
VENDOR NAME: CONSUMERS ENERGY 201270922984	N	GAS CHARGES - 300 N MILL ST	101.265.920.000	899.84	899.84

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INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: CONSUMERS ENERGY					
TOTAL VENDOR CONSU					899.84
VENDOR NAME: CRYSTAL PURE WATER INC.					
66906	N	WATER	101.265.726.000	14.00	14.00
62979	N	WATER	582.582.726.000	18.00	18.00
66446	N	WATER	101.301.726.000	11.00	11.00
12142015	N	WATER	101.301.726.000	11.00	11.00
61136	N	WATER	592.591.726.000	27.00	27.00
TOTAL VENDOR CRYST					81.00
VENDOR NAME: DBI BUSINESS INTERIORS					
03JA1575	N	INK CARTRIDGES/ADHESIVE STRIPS	101.301.726.000	15.99	21.97
			101.265.726.000	5.98	
031Z9217	N	INKJET CARTRIDGE & NOTEBOOKS	101.301.726.000	58.39	58.39
03JA0350	N	BLACK CARTRIDGE FOR HP	101.301.726.000	63.98	63.98
03I29927	N	FILE FOLERS/INK CARTRIDGES/COMMAND STRI	101.301.726.000	27.78	110.74
			101.371.726.000	82.96	
TOTAL VENDOR DBI B					255.08
VENDOR NAME: DELTA DENTAL					
RIS0000969237	N	RETIREE DENTAL INS 1-1-16 TO 1-31-16	101.000.264.000	149.51	149.51
TOTAL VENDOR DELTA					149.51
VENDOR NAME: DORNBOS SIGN & SAFETY INC.					
INV24314	N	SIGNS-LOCAL	203.474.787.000	228.59	228.59
TOTAL VENDOR DORNB					228.59
VENDOR NAME: DRUG SCREENS PLUS					
AF16 2478	N	DRUG SCREENING	661.442.818.000	159.00	159.00
TOTAL VENDOR DRUG					159.00
VENDOR NAME: EDMORE CLEANERS INC.					
12182015	N	CARPET CLEANING	101.441.930.000	125.00	125.00
TOTAL VENDOR EDMOR					125.00
VENDOR NAME: EXTREME SPORTS					
596	N	POLICE HATS & BEANIES	101.301.780.000	310.00	310.00
TOTAL VENDOR EXTRE					310.00
VENDOR NAME: FASTENAL COMPANY					
MIALM25833	N	HD 4 1/2X7/8 Z 80 & HD 4 1/2X7/8 Z40G	592.590.726.000	62.95	62.95
TOTAL VENDOR FASTE					62.95
VENDOR NAME: FINAL TOUCH CO					
STL-#107B	N	CLEANING 12/22/15	101.265.930.000	195.00	195.00

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INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: FINAL TOUCH CO					
STL-#106B	N	CLEANING 12/15 & 12/19/15	101.265.930.000	390.00	390.00
STL-#105B	N	CLEANING 12/8 & 12/12/2015	101.265.930.000	390.00	390.00
TOTAL VENDOR FINAL					975.00
VENDOR NAME: FISHER SCIENTIFIC					
9073838	N	IODIDE REAGENT, AMMONIUM HYDROXIDE, CLE	592,590.726.000	874.64	874.64
TOTAL VENDOR FISHE					874.64
VENDOR NAME: GILBOE'S LOCK & SAFE LLC					
89522	N	EMERGENCY CALL ON SYSTEM DOWN	101.265.930.000	259.00	259.00
TOTAL VENDOR GILBO					259.00
VENDOR NAME: GRATIOT AREA CHAMBER COMMERCE					
16290	N	FULL PAGE AD IN 2016 COMMUNITY GUIDE SH	101.735.956.000	325.00	650.00
			101.735.956.000	325.00	
TOTAL VENDOR GRATI					650.00
VENDOR NAME: GRATIOT AREA -SOLID WASTE					
2016-00000006	N	SOLD WASTE SERVICES	596.596.818.000	12,409.04	12,409.04
TOTAL VENDOR GRATI					12,409.04
VENDOR NAME: GRATIOT AREA WATER AUTHORITY					
2016-00000008	N	WATER AUTHORITY REIMBURSEMENT	491.536.801.000	27,064.07	27,064.07
TOTAL VENDOR GRATI					27,064.07
VENDOR NAME: GREATAMERICA LEASING CORP					
18060223	N	COPIER LEASE & COPIES	101.265.943.000	555.00	1,106.86
			101.728.726.000	1.63	
			101.301.726.000	16.64	
			592.591.726.000	26.92	
			101.257.726.000	6.65	
			101.441.726.000	12.72	
			101.172.726.000	1.27	
			101.265.726.000	465.07	
			101.276.726.000	0.23	
			101.265.726.000	19.04	
			582.582.726.000	1.69	
TOTAL VENDOR GREAT					1,106.86
VENDOR NAME: HALL'S AUTO, INC					
D477298	N	WASHER SOLVENT/OIL/FILTERS	661.442.930.582	134.18	134.18
TOTAL VENDOR HALL'					134.18
VENDOR NAME: HEYSTEK CONTRACTING, INC					
12/11/15	N	LEPPIEN PARK IMPROVEMENTS APP 3	101.770.801.000.0025	84,040.80	84,040.80

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INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: HEYSTEK CONTRACTING, INC					
TOTAL VENDOR HEYST					84,040.80
VENDOR NAME: HHOLTON GARAGE DOOR CO.					
297	N	WORK ON FARTHEST NORTH DOOR	582.582.930.000	176.79	176.79
TOTAL VENDOR HHOLT					176.79
VENDOR NAME: JANSONJANSON EQUIPMENT COMPANY					
X438285	N	LEAF TRUCK ENGINE REPAIR	661.442.930.441	2,696.53	2,696.53
T303707	N	BRAKE PARTS # 35	661.442.930.000.9035	124.39	124.39
TOTAL VENDOR JANSO					2,820.92
VENDOR NAME: KEN'S CULLIGAN					
248235	N	UPS SHIPPING	592.590.729.000	12.89	12.89
TOTAL VENDOR KEN'S					12.89
VENDOR NAME: LIBRARIAN'S CHOICE					
1279596	N	CHILDREN'S BOOKS	271.790.745.000	74.30	74.30
TOTAL VENDOR LIBRA					74.30
VENDOR NAME: MAGUIRE IRON, INC					
11302015	N	GIDDINGS WATER TANK PAY APP 6	492.900.818.000.4004	62,200.00	62,200.00
TOTAL VENDOR MAGUI					62,200.00
VENDOR NAME: MAURER'S TEXTILE RENTAL INC.					
1350234	N	SHOP TOWELS/LINEN/COVERALLS	582.582.726.000	53.27	53.27
TOTAL VENDOR MAURE					53.27
VENDOR NAME: MEDLER ELECTRIC COMPANY					
S3887128.001	N	BULBS-DPW	101.441.726.000	45.95	45.95
S3884546.001	N	BULBS-DPW	101.441.726.000	120.00	120.00
S3881914.001	N	LIGHTBULBS	592.591.726.000	139.14	139.14
S3882730.001	N	125V DECORA RCP WHT	582.582.726.000	18.25	18.25
TOTAL VENDOR MEDLE					323.34
VENDOR NAME: MICHIGAN CAT					
PD5904141	N	10W30	661.442.930.000.9056	92.22	92.22
PD5904144	N	10W30	661.442.930.000.9056	30.74	30.74
TOTAL VENDOR MICHI					122.96
VENDOR NAME: MICHIGAN MUNICIPAL LEAGUE					
4494204	N	ADDING TWO PUMP STATIONS	592.591.910.000	774.00	774.00
TOTAL VENDOR MICHI					774.00
VENDOR NAME: MICHIGAN PUBLIC POWER AGENCY					
20151215STLO	N	ENERGY SERVICES PROJECT	582.582.921.000	64,161.03	64,161.03
20151215017	N	ENERGY EFFICIENCY SERVICE	582.582.818.018	3,036.89	3,036.89
20151210013	N	MPPA COMMITTEE	582.582.728.000	586.10	586.10

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: MICHIGAN PUBLIC POWER AGENCY					
20151208012	N	LANDFILL ENERGY PROJECT	582.582.921.000	10,189.83	10,189.83
20151219010	N	ENERGY SERVICES PROJECT	582.582.921.000	3,978.71	3,978.71
TOTAL VENDOR MICHIGAN					141,168.54
VENDOR NAME: MID-MICH COMMUNITY FIRE DEPT					
393	N	2ND HALF OF 2015-2016	101.336.801.000	49,139.32	49,139.32
TOTAL VENDOR MID-M					49,139.32
VENDOR NAME: MMTA					
122915	N	2016 MMTA DUES-BOBBIE MARR & GONGWER SU	101.260.728.000	85.00	85.00
TOTAL VENDOR MMTA					85.00
VENDOR NAME: MTA					
12222015	N	2016 BOARD OF REVIEW TRAINING	101.101.860.000	814.50	814.50
TOTAL VENDOR MTA					814.50
VENDOR NAME: MWEA					
E16088	N	OPERATORS DAY 2016 AUSTIN & HENDERSON	592.591.860.000	200.00	200.00
E16087	N	OPERATORS DAY 2016 MEPHAM & STROUSE	592.590.860.000	200.00	200.00
E16015	N	OPERATORS DAY 2016 REGISTRATION	101.441.860.000	800.00	800.00
TOTAL VENDOR MWEA					1,200.00
VENDOR NAME: NMCOA TREASURER MARTIN					
01152016	N	2016 MADCAD PARTICIPATION APPLICATION &	101.371.728.000	350.00	350.00
TOTAL VENDOR NMCOA					350.00
VENDOR NAME: OLD DOMINION BRUSH CO					
0084392-IN	N	TAPER LOCK BRUSHING/KEY/LINER SET/1/4'B	661.442.930.000.9059	2,337.05	2,337.05
TOTAL VENDOR OLD D					2,337.05
VENDOR NAME: PETER'S HARDWARE					
A132537	N	POLYURETHANE/BRUSHES/BLACK PIPE	582.582.726.000	116.00	116.00
A129670	N	SPRAY PAINT/LIGHT TIMER/ETC	582.582.726.000	203.00	203.00
A132575	N	S-HOOKS/CABLE/ENDS	661.442.930.000.9017	6.00	6.00
A132526	N	S HOOK/ 20 FT CHAIN	592.591.930.000	15.10	15.10
A129951	N	BOOT LINER FOR WINTER BOOTS	592.591.726.000	9.00	9.00
A129934	N	25' DROP CORD/2 SPRAY BLEACH	592.591.726.000	32.00	32.00
A132528	N	WEATHERSTRIP & BUCKET LIDS FOR CITY HAL	101.265.930.000	16.00	16.00
TOTAL VENDOR PETER					397.10
VENDOR NAME: PINE RIVER AUTOMOTIVE					
1-606992	N	AIR FILTER FOR # 35	661.442.930.000.9035	59.51	59.51
1-607013	N	FUEL FILTER FOR # 35	661.442.930.000.9035	30.72	30.72
1-607014	N	OIL FILTER FOR # 35	661.442.930.000.9035	86.36	86.36
1-607559	N	SHOP SUPPLIES-BLASTER/WASHER SOLVENT	661.442.726.000	61.02	61.02
1-607612	N	GLUE	661.442.930.000.9020	2.69	2.69
TOTAL VENDOR PINE					240.30

CUSTOM INVOICE REPORT FOR CITY OF ST LOUIS
 EXP CHECK RUN DATES 01/04/2016 - 01/04/2016
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: 0001

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: PITNEY BOWES GLOBAL FINANCIAL					
7060882-DC15	N	POSTAGE METER RENTAL	101.265.943.000	231.91	231.91
TOTAL VENDOR PITNE					231.91
VENDOR NAME: POWER LINE SUPPLY					
5983743	N	FIXTURE ACORD LED 080 SERIES BRONZE	582.582.726.000	5,010.00	5,010.00
TOTAL VENDOR POWER					5,010.00
VENDOR NAME: QUILL CORPORATION					
1580936	N	COFFEE	101.265.726.000	234.93	234.93
TOTAL VENDOR QUILL					234.93
VENDOR NAME: RELIANCE STANDARD LIFE INS. CO					
01012016	N	LTD/STD	101.301.710.000	856.13	856.13
TOTAL VENDOR RELIA					856.13
VENDOR NAME: ROCHESTER HILLS PUBLIC LIBRARY					
11192015	N	LOST MELCAT BOOK	271.790.956.000	21.95	21.95
TOTAL VENDOR ROCHE					21.95
VENDOR NAME: RODALE'S ORGANIC LIFE					
12232015	N	PERIODICAL RENEWAL	271.790.747.000	15.00	15.00
TOTAL VENDOR RODAL					15.00
VENDOR NAME: ROWE PROFESSIONAL					
0078238	N	FINAL DESIGN & CONSTRUCTION OF MAIN STR	592.901.801.000	26,691.00	26,691.00
TOTAL VENDOR ROWE					26,691.00
VENDOR NAME: SCOTLAND OIL COMPANY, INC					
121615W01	N	MOTOR OIL	661.442.726.000	552.75	552.75
TOTAL VENDOR SCOTL					552.75
VENDOR NAME: SHULTS EQUIPMENT, LLC					
0101613-IN	N	CARBIDE BLADES	661.442.930.000.9035	295.19	1,127.93
			661.442.726.000	832.74	
TOTAL VENDOR SHULT					1,127.93
VENDOR NAME: SNAP-ON					
12221516165	N	SHOP SUPPLIES-BLADES/REPAIR KITS	661.442.726.000	154.95	154.95
TOTAL VENDOR SNAP-					154.95
VENDOR NAME: ST. LOUIS - PAYROLLCITY OF ST					
12212015	N	GROSS WAGES FOR WEEK ENDING 12/21/15	101.000.001.056	96,515.07	96,515.07
12182015	N	WAGES 12/18/15	101.000.001.056	4,303.72	4,303.72
TOTAL VENDOR ST. L					100,818.79

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: STATE OF MICHIGAN					
946705	N	NPDES ANNUAL PERMIT FEE	592.590.803.000	5,500.00	5,500.00
BLR31792	N	BOILER INSPECTION	592.590.803.000	60.00	60.00
TOTAL VENDOR STATE					5,560.00
VENDOR NAME: STEVENSON HAROLD					
10272015	N	RESIDENTIAL ENERGY SMART PROGRAM	582.582.818.018	155.63	155.63
TOTAL VENDOR STEVE					155.63
VENDOR NAME: STEVE'S CLEANING SERVICE					
DEC 2015	N	DECEMBER CLEANING-LIBRARY	271.790.818.000	450.00	450.00
TOTAL VENDOR STEVE					450.00
VENDOR NAME: TRIVALENT GROUP, INC.					
PRI9054	N	MONITORS/GRAPHIC CARD/ADAPTORS	450.265.801.000	1,248.05	1,248.05
PS66153	N	NEW CITY HALL-INSTALL WATER SENSOR FOR	450.265.801.000	75.00	75.00
PS66246	N	SETUP HP 2530-48G CORE SWITCH	101.265.801.000	200.00	200.00
PS66234	N	INSTALL POLICE COUNTER COMPUTER/MONITOR	101.301.801.000	350.00	350.00
PR18233	N	WATCHGUARD XTM 26-W SECURITY SOFTWARE S	101.265.801.000	189.81	999.00
			101.301.801.000	149.85	
			582.582.801.000	179.82	
			592.590.801.000	179.82	
			592.591.801.000	179.82	
			661.442.801.000	39.96	
			271.790.801.000	39.96	
			596.596.801.000	39.96	
CREDIT001378	N	CREDIT	101.265.801.000	(69.35)	(365.00)
			101.301.801.000	(54.75)	
			582.582.801.000	(65.70)	
			592.590.801.000	(65.70)	
			592.591.801.000	(65.70)	
			661.442.801.000	(14.60)	
			271.790.801.000	(14.60)	
			596.596.801.000	(14.60)	
TOTAL VENDOR TRIVA					2,507.05
VENDOR NAME: TWIN CITY LANDSCAPE INC					
203211	N	2 WASSAIL	271.790.726.000	13.95	13.95
TOTAL VENDOR TWIN					13.95
VENDOR NAME: USA BLUE BOOK					
219948	N	ACID PLASTIC AMPULES	592.590.726.000	94.46	94.46
816004	N	GLASS FIBER FILTER	592.590.726.000	34.80	34.80
821112	N	THERMO ORION ELECTRODE/CLEANING BRUSH	592.590.726.000	426.85	426.85
825779	N	CLEANING BRUSH: SLUDGE JUDGE JR 6 FT	592.590.726.000	(28.95)	(28.95)
TOTAL VENDOR USA B					527.16

CUSTOM INVOICE REPORT FOR CITY OF ST LOUIS
 EXP CHECK RUN DATES 01/04/2016 - 01/04/2016
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INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: VERIZON WIRELESS					
9757338050	N	CELL PHONE SERVICE	101.257.850.000	40.01	374.71
			101.371.850.000	19.99	
			101.301.850.000	83.20	
			101.172.850.000	176.67	
			582.582.850.000	54.84	
TOTAL VENDOR VERIZ					374.71
VENDOR NAME: WALMART COMMUNITY/GECRB					
007653	N	LIGHTBULBS	101.265.726.000	243.52	243.52
006324	N	DIG CAMERA/EARPHONES/CLOX WIPES	101.301.726.000	250.45	250.45
004480	N	NEW WIPERS FOR 3 PATROL CARS	101.301.930.000	75.24	75.24
007079	N	JUICE/TOISSUE/NAPKINS/PLATES/CANDY CANES	271.790.726.000	53.39	53.39
001991	N	LIGHT BULB/TREE CARDS/6FT CORDS	101.301.726.000	15.54	15.54
002146	N	WICK FILTER	101.371.726.000	8.94	8.94
TOTAL VENDOR WALMA					647.08
VENDOR NAME: WIELAND TRUCKSWIELAND TRUCKS					
619794B	N	BRAKE PARTS # 35	661.442.930.000.9035	457.11	457.11
TOTAL VENDOR WIELA					457.11
VENDOR NAME: WINN TELECOM					
1887755B1	N	TELEPHONE SERVICE-ELECTRIC DEPT 681-335	582.582.850.000	176.53	176.53
1887744B1	N	TELEPHONE SERVICE-LIBRARY 681-5141	271.790.850.000	109.26	109.26
1887743B1	N	TELEPHONE SERVICES 681-3644	101.441.850.000	139.53	139.53
1887745B1	N	TELEPHONE SERVICE-POOL 681-2377	101.758.850.000	53.19	53.19
1887748B1	N	TELEPHONE SERVICE-WATER DEPT 681-4583	592.590.850.000	161.76	346.88
			592.591.850.000	185.12	
1888861B1	N	TELEPHONE SERVICE -LIFT STATION 681-583	592.890.850.001	54.48	107.48
			592.590.850.000	53.00	
1887723B1	N	TELEPHONE SERVICE-MAIN SWITCHBOARD	101.265.850.000	66.00	153.89
			101.371.850.000	44.00	
			101.728.850.000	11.00	
			101.172.850.000	32.89	
TOTAL VENDOR WINN					1,086.76
VENDOR NAME: WORTHY ELECTRIC, INC					
12217	N	EGRESS LIGHTING	271.790.930.000	361.02	361.02
TOTAL VENDOR WORTH					361.02
					497,330.76

Deciphering Account Coding

The first 3 digits of the account codes tell you what fund and then department/activity being coded to. Any remaining digits point off more specific categories.

Code	Fund	Department/Activity
101.101	General Fund	Legislative/Council
101.172	General Fund	Executive/Manager
101.215	General Fund	Clerk
101.257	General Fund	Assessor
101.260	General Fund	Finance
101.262	General Fund	Elections
101.265	General Fund	City Hall/General Government
101.276	General Fund	Cemetery
101.301	General Fund	Police
101.336	General Fund	Fire
101.371	General Fund	Building/Code Enforcement
101.441	General Fund	Public Works
101.721	General Fund	Planning
101.728	General Fund	Economic & Community Dev
101.735	General Fund	Community Promotion
101.758	General Fund	Pool
101.770	General Fund	Parks Maintenance
101.860	General Fund	Extra Pension Contr/retirements
101.906	General Fund	Debt Service
101.966	General Fund	Transfers Out
202.463	Major Streets	Routine Maint- Streets
202.473	Major Streets	Routine Maint - Bridges
202.474	Major Streets	Traffic Service - Maint
202.478	Major Streets	Winter Maint
202.482	Major Streets	Admin/Engineering
202.487	Major Streets	MDOT Surface maint
202.488	Major Streets	MDOT Sweeping & Flushing
202.490	Major Streets	MDOT Trees & Shrubs
202.491	Major Streets	MDOT Drain & Ditches
202.494	Major Streets	MDOT Traffic Signals
202.495	Major Streets	MDOT Pavement Markings

Code	Fund	Department/Activity
202.497	Major Streets	MDOT Winter Maint
203.463	Local Streets	Routine Maint - Streets
203.474	Local Streets	Routine Maint - Bridges
203.478	Local Streets	Winter Maint
203.482	Local Streets	Admin/Engineering
248.728	Downtown Development	Operations
248.906	Downtown Development	Debt Service
248.966	Downtown Development	Transfers Out
271.790	Library	Operations
271.966	Library	Transfers Out
301.906	General Obligation	Debt Service
386.906	Building Authority	Debt Service
450.265	New City Hall Construction	
491.536	Water Supply Construction	Settlement/Trust Funds
492.900	Water Supply Construction	EPA Grant
582.582	Electric Fund	Electric Operations
582.900	Electric Fund	Capital Expenses/Projects
582.966	Electric Fund	Transfers Out
592.590	Sewer/Water Fund	Sewer Operations
592.591	Sewer/Water Fund	Water Operations
592.890	Sewer/Water Fund	Sewer Prison/Bar Screen Maint
592.891	Sewer/Water Fund	Sewer Pine River Maint
592.892	Sewer/Water Fund	Sewer Bethany Maint
592.900	Sewer/Water Fund	Capital Expenses/Projects
592.901	Sewer/Water Fund	Wastewater Plant Imp (SRF)
592.906	Sewer/Water Fund	Debt Service
592.966	Sewer/Water Fund	Transfers Out
596.596	Solid Waste Fund	Operations
596.966	Solid Waste Fund	Transfers Out
661.442	Motor Pool	Operations
661.900	Motor Pool	Capital Expenses/Projects

Minutes of the Boards and Commissions

Meets Monthly

Historical Society

Enclosed

Not Available

Did Not Meet

Housing Commission

Enclosed

Not Available

Did Not Meet

Parks & Recreation Commission

Enclosed

Not Available

Did Not Meet

Planning Commission

Enclosed

Not Available

Did Not Meet

Safety Committee

Enclosed

Not Available

Did Not Meet

Meets March, July & December

Board of Review

Enclosed

Not Available

Did Not Meet

Meets Every other Month:

Library Board of Trustees

Enclosed

Not Available

Did Not Meet

Mid-Mich. Comm. Fire Department

Enclosed

Not Available

Did Not Meet

Downtown Development Authority

Enclosed

Not Available

Did Not Meet

Meets on Call:

Cemetery Committee

Enclosed

Not Available

Did Not Meet

Board of Special Assessors

Enclosed

Not Available

Did Not Meet

Housing Code Board of Appeals

Enclosed

Not Available

Did Not Meet

Zoning Board of Appeals

Enclosed

Not Available

Did Not Meet

CITY OF ST. LOUIS
BOARD OF REVIEW MINUTES

December 1st, 2015

City of St. Louis December Board of Review was called to order by Kelley at 5:00p.m. in the Council Chamber.

Members Present: Don Kelley, James Kelly, Tom Reed, Susan Whitford, William Leonard

Other Present: David Kirwin City Assessor

The following petition was heard:

Petition #: 2015-01

Year to be corrected:	Parcel Number:	Name:	Address:
DBOR	53-175-009-10	Nancy Bomers	712 Fairway Dr
2015 Assessed Value:	Before BOR: 43,200		After BOR: 43,200
2015 Taxable Value:	Before BOR: 37,185		After BOR: 37,185
P.R.E.		0.00%	100%

(Homeowner's Principal Residence Exemption)

Motion made by Reed, supported by Leonard, to have P.R.E. to 100%

Motion Carried

Petition #: 2015-02

Year to be corrected:	Parcel Number:	Name:	Address:
DBOR	53-250-007-00	Gibbons Nicholas	615 Teman St
2015 Assessed Value:	Before BOR: 43,200		After BOR: -0-
2015 Taxable Value:	Before BOR: 39,319		After BOR: -0-

(Disabled Veterans Exemption)

Motion made by Kelly, supported by Reed for V.A. exemption)

Motion Carried

Petition #: 2015-03

Year to be corrected:	Parcel Number:	Name:	Address:
DBOR	53-950-017-00	Plasti-Paint Inc.	801 Woodside Dr
2015 Assessed Value:	Before BOR: 30,700		After BOR: 66,648
2015 Taxable Value:	Before BOR: 30,700		After BOR: 66,648

(Clerical Error for IFT)

Motion made by Reed, support by Kelly to correct IFT.

Motion Carried

Petition #: 2015-04

Year to be corrected:

DBOR

2015 Assessed Value:

2015 Taxable Value:

(Clerical Error for IFT)

Motion made by Reed, support by Kelly to correct IFT

Parcel Number:

53-950-017-00

Before BOR:

Before BOR:

Name:

Plasti-Paint Inc.

32,700

32,700

Address::

801 Woodside Dr.

After BOR: 64,811

After BOR: 64,811

Motion Carried

Petition #: 2015-05

Year to be corrected:

DBOR

2015 Assessed Value:

2015 Taxable Value:

(Clerical Error for IFT)

Motion made by Reed, support by Kelly to correct IFT

Parcel Number:

53-860-047-00

Before BOR:

Before BOR:

Name:

Plasti-Paint Inc.

428,400

389,475

Address:

801 Woodside Dr

After BOR: 428,400

After BOR: 307,710

Motion Carried

Petition #: 2015-06

Year to be corrected:

DBOR

2015 Assessed Value:

2015 Taxable Value:

(Clerical Error for IFT)

Motion made by Reed, support by Kelly to correct IFT.

Parcel Number:

53-860-047-00

Before BOR:

Before BOR:

Name:

Plasti-Paint Inc.

419,500

395,706

Address:

801 Woodside Dr

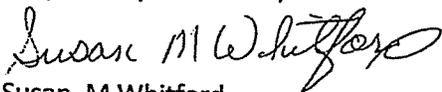
After BOR: 419,500

After BOR: 330,895

Motion Carried

March 8, 2016, 5::00p.m. next Board of Review Meeting.

Respectfully Submitted,



Susan M Whitford

Secretary of City of St. Louis Board of Review

Don Kelley, Chairman

James Kelly, Member

Tom Reed, Member

William Leonard, Member

Susan M Whitford

Susan M Whitford, Secretary

Minutes November 17, 2015

Board of Trustees

T. A. Cutler Memorial Library

312 Michigan Ave.

St. Louis, MI 48880

Members present: Holly Brannan-Harris, Michelle Kelly, Dave McMacken, Linda Roberson

Members absent: Mary Reed

Also present: Library Director Jessica Little

Call to Order: Meeting was called to order at 5:00 p.m.

Minutes: The minutes from the September 15 meeting were reviewed; Michelle Kelly made a motion to accept the minutes as presented. Motion was supported by Linda Roberson, motion passed.

Public Comment: None

Reports:

Librarian's Report: Jessica introduced the new library employees, Diana Simpson and Allison Gregory. The Friends of the Library book sale made \$400. The annual library Christmas open house is scheduled for Saturday, December 5.

Financial Report: Budget was reviewed.

Statistical Report: Statistics showed that circulation and program attendance were down over the same period for the previous year which Jessica attributed to the road construction and lack of internet access during the city hall move to the new facility.

New Business:

The old shelving that was previously used to store the new books has been replaced; the old unit will either be sold or donated.

Discussion of the library lend period with comparisons to the lend period that has proved successful elsewhere. Linda Roberson moved to change the lending period from two weeks to three weeks; motion supported by Holly Brannan Harris, motion passed.

The library hours through the holidays will be: closed Thursday, December 24 to reopen Monday, December 28. Jessica has yet to decide the hours over the New Year holiday, but the library will either be closed on Thursday, December 31, or Saturday, January 2.

Announcements: None

Adjournment: Motion made by Michelle Kelly to adjourn, meeting adjourned at 5:55

Minutes respectfully submitted

Dave McMacken, President

Holly Brannan-Harris, Secretary

City of St. Louis Downtown Development Authority

Minutes of Regular Meeting: October 22, 2015

Present: Lewis, Moore, Giles, Peterman, Near, Worden, McCloskey, Anderson, Saurman, Hansen
Absent/Excused: Coty, Kubin, Morrow

Meeting called to order by Secretary/Treasurer Peterman at 5:30 p.m.

Board discussed meeting schedule for upcoming year. Hansen suggested going back to monthly meetings at 12:15 p.m. on the fourth Thursday of each month from January through October. No meeting scheduled for November or December unless necessary. Board agreed with this.

Minutes of meeting of April 24, 2015 and July 23, 2015 were reviewed.

Moved by Moore, supported by Near to approve the minutes of April 24, 2015.
All Ayes/Motion Carried.

Moved by Worden, supported by Giles to approve the minutes of July 23, 2015.
All Ayes/Motion Carried.

Hansen reviewed financial statement with board through September 30, 2015.

Moved by Worden, supported by Moore to approve the financial report through September 30, 2015.
All Ayes/Motion Carried.

Brief discussion on status of 111 North Mill Street. Hansen will meet with City Manager Giles and Financial Officer Marr to review the lease and clarify what our options are.

Hansen gave report on downtown properties and project activities. Comments included:

With Dr. Vanderlugt retiring, ideas for what might go in that building: Urgent Care, doctor from Sparrow or an Orthodontist were ideas.

There is a For Sale sign in the window of Gary Sych's building at 133 North Mill Street.

Peg Boyd's former house owned by Donna Kolar has gotten exterior paint job but no word if there are any plans for it.

Old Bank Building was discussed. There is no activity going on there at all as far as business goes. Are they in violation of our Zoning Ordinance by using the building for Warehousing? Should there be a fire inspection of the building?

Streetscape improvements and maintenance items were discussed:

Urns on M-46 have been put away for the winter.

City will remove more North Mill Street trees as needed or as business owners request it. One at north end of New City Hall will be removed because of visibility concerns. One between Jim's Barber Shop and Steve Near's office will come out so that new mural can be seen better, and it is a visibility issue too.

Need to look at surrounding trees/brush by our small sign on US-127. Can we use the entire sign or have it taken down?

Face on the larger sign that used to belong to SLEDCO needs to be replaced on US-127.

Wooden garbage cans downtown have been painted and new signs attached to them.

Mural project for Jim's Barber Shop should be finished before long. City DPW will install.

4-Way Stop at North Mill and Center Streets will go into effect soon. Arms have been ordered. Public will get plenty of announcements and a "grace period" where tickets won't be issued.

MDOT projects coming up for M-46 and South Main Street next year through St. Louis. Need to get more information on the timetable for this in order to let customers know, consider sales and promotions, etc.

Discussed possibility of having handicapped ramp cutouts in the middle of North Mill Street blocks. Would take some engineering and probably would cost one parking spot per block. Need to look at what was done in front of River Rock.

Discussed the Gratiot Quilt Trail project. Over 25 committed so far around the county. Planning an event for Saturday, October 8, 2016. St. Louis needs to decide what we'd like to do that day.

Meeting tentatively scheduled for November 4 on potential St. Louis Farmers Market.

Hansen described WQBX/WFYC radio spot promotion for consideration by businesses.

Small Town Family Christmas will be Thursday, December 3 with 6 p.m. parade start. Santa and Mrs. Claus in GEM Theater and reception with food in The Bakers Dozen. SLHS Festival of Bands that night too at the high school.

Meeting adjourned at 7:00 p.m.

**NEXT REGULAR MEETING DATE IS
THURSDAY, JANUARY 28, 2016
AT 12:15 PM IN COUNCIL CHAMBERS IN CITY HALL**

CONSENT AGENDA ITEM APPROVAL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 10 a

For Meeting of January 4, 2016

ITEM TITLE: Annual NPDES Permit Fee
SUBMITTED BY: Steve Mepham
TELEPHONE: 681-3567

SUMMARY EXPLANATION:

Approve Payment to State of Michigan for Annual National Pollution Discharge Elimination Systems Permit Fee in the amount of \$5,500.00.

Moved by:

Supported by:

Approve Payment to State of Michigan for Annual National Pollution Discharge Elimination Systems Permit Fee in the amount of \$5,500.00.

BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan

Agenda Statement

City Hall use only

ITEM No. _____

For Meeting of: ~~17-Dec-15~~
JAN 4, 2016

Item Title: Annual NPDES Permit Fee

Submitted By: Steven R. Mepham

Telephone #: 989-681-3567

Budgeted: 592-590-803

Summary Explanation:

EPA Act 1994 PA 451 established annual fees for Wastewater Facilities required to have National Pollution Discharge Elimination Systems. (Wastewater treatment system). These fees are payable to the State of Michigan Water Resources Division. Our fee for the next year is \$5500.00

See attachment

Moved By:

Supported By:

To approve payment of the NPDES annual fee of \$5500.00 to the State of Michigan



INVOICE

Issued under the authority of Public Act 451 of 1994, as amended.
Failure to submit payment by the date due will result in penalties as prescribed by law.
Federal ID #38-6000134.

C0056573 Ref No: MI0021555

St. Louis Wastwater Treatment Plant
Stephen Mephram
404 West Prospect Street
Saint Louis, MI 48880

Invoice Number: 946705
Invoice Date: December 7, 2015
Payment Due: January 22, 2016

St Louis WWTP
404 East Prospect
Saint Louis, MI 48880

Payment for NPDES invoices should now be processed through the new
MiWaters web-based information system. MiWaters can be accessed at
<https://miwaters.deq.state.mi.us>
For questions please contact (517)-284-5588

Information and a video tutorial about MiWaters
can be found at www.michigan.gov/miwaters
Payment can be made through your MiWaters Account
Select "Financials" from the side panel.

Invoice Item	Quantity	Unit Cost	Total Cost
NPDES Annual Permit Fee, 2016 MI0021555, St Louis WWTP	1	\$5,500.00	\$5,500.00

Payment Due: January 22, 2016

Total:	\$5,500.00
Tax:	\$0.00
Total Invoice:	\$5,500.00

MAKE CHECK OR MONEY ORDER PAYABLE TO: **STATE OF MICHIGAN**

TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:

Michigan Dept of Environmental Quality

Cashiers Office - NP1

PO Box 30657

LANSING, MI 48909-8157

(Please note or make any mailing corrections below)

St. Louis Wastwater Treatment Plant

Stephen Mephram

404 West Prospect Street

Saint Louis, MI 48880

C0056573 Ref No: MI0021555

INVOICE NO:
946705
WRD NP1

For Cashier's Use Only:

Total Due: \$5,500.00

CONSENT AGENDA ITEM APPROVAL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 10 b

For Meeting of January 4, 2016

ITEM TITLE: Leppien Park Project
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve Payment No. 3 to Heystek Contracting for Leppien Park Project in the amount of \$84,040.80.

Moved by:

Supported by:

Approve Payment No. 3 to Heystek Contracting for Leppien Park Project in the amount of \$84,040.80.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO: City of St. Louis
300 N. Mill Street
St. Louis, MI 48880

PROJECT: Leppien Park Improvements

APPLICATION NO: 3

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
HEYSTEK CONTRACTING, INC.
225 Grover Street, P.O. Box 56
Montrose, MI 48457-0056

PERIOD TO:
11/14/15 - 12/11/15

PROJECT NOS:

CONTRACT DATE: 9/15/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	198,000.00
2. Net change by Change Orders	\$	13,260.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	211,260.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	211,260.00
5. RETAINAGE:		
a. 2 % of Completed Work (Column D + E on G703)	\$	4,225.20
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	4,225.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	207,034.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	122,994.00
8. CURRENT PAYMENT DUE	\$	84,040.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	4,225.20

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: HEYSTEK CONTRACTING, INC.

By: Frances Heystek Date: 12-17-15
 State of: Michigan County of: Genesee
 Subscribed and sworn to before me this 17th day of December 2015
 Notary Public: Gaila Dexter
 My Commission expires: 02-26-2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 84,040.80

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: [Signature] Date: 12/21/15
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$13,260.00	
Total approved this Month	\$0.00	
TOTALS	\$13,260.00	\$0.00
NET CHANGES by Change Order	\$13,260.00	

CONSENT AGENDA ITEM APPROVAL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 10 c

For Meeting of January 4, 2016

ITEM TITLE: Water Supply Replacement/Giddings Water Storage Tank
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve Payment No. 6 to Maguire Iron, Inc. for Water Supply/Water Tower in the amount of \$62,200.00.

Moved by:

Supported by:

Approve Payment No. 6 to Maguire Iron, Inc. for Water Supply/Water Tower in the amount of \$62,200.00.



TRANSMITTAL

Mr. Keith Risdon, PE
Director of Public Services
City of Saint Louis
108 West Saginaw Street
Saint Louis, MI 48880

December 22, 2015

Re: City of Saint Louis - Saint Louis Water Supply Replacement
Giddings Elevated Water Storage Tank

Project No. G140454TCD

- FOR REVIEW
- FOR YOUR USE
- AS REQUESTED

Sent By: John A. Willemin, PE/nac

COPIES	DATE	DESCRIPTION
1	12/16/2015	Payment Application No. 6

COMMENTS

One copy of Application for Payment No. 6 from Maguire Iron, Inc. is attached. The application is in the amount of \$62,200.00.

Based on our review of the application and our knowledge of the work completed, we recommend payment in the amount of \$62,200.00 to Maguire Iron, Inc. Please retain one copy of the application for your file and return a second copy to the Contractor along with payment for this work. If you have any questions or require additional information, please contact me at 616.464.3801.

By email and U.S. Mail

cc/att: Mr. Kurt Giles – City of Saint Louis
Mr. Ron Turner – City of Alma
Mr. Phillip Moore – City of Alma
Ms. Lori A. Lloyd, PE – FTCH

City of Saint Louis
 Saint Louis Water Supply Replacement
 Giddings Elevated Water Storage Tank
 Project Number G140454TCD

APPLICATION AND RECOMMENDATION FOR PAYMENT
 PAGE 1 OF 3

TO: City of Saint Louis
 In Care of: Fishbeck, Thompson, Carr & Huber, Inc. (FTCH)
 1515 Arboretum Drive, SE
 Grand Rapids, MI 49546

FROM (Contractor): Maguire Iron, Inc.

Application No: Six Project: Saint Louis Water Supply Replacement
 Giddings Elevated Water Storage Tank
 Period From: 11/01/2015 FTCH Project Number: G140454TCD
 To: 11/30/2015

APPLICATION FOR PAYMENT:

Application for Payment is made, as indicated below, in connection with the Contract. Schedule of Values sheet is attached as page 3 of 3.

1.	Original Contract Price	<u>\$1,297,000.00</u>
2.	Net change by Change Orders	<u>\$0.00</u>
3.	Current Contract Price (1 plus 2)	<u>\$1,297,000.00</u>
4.	Total Completed and Stored to Date (Column F)	<u>\$935,775.56</u>
5.	Retainage (Per Agreement) <u>5%</u> of Contract: <u>\$64,850.00</u>	
	<u>5%</u> of Stored Material: \$ <u> </u>	
	Total Retainage (Equal to Column H)	<u>\$64,850.00</u>
6.	Amount Eligible to Date (4 minus 5)	<u>\$870,925.56</u>
7.	Less Previous Payments	<u>\$808,725.56</u>
8.	Amount Due This Application (6 minus 7)	<u>\$62,200.00</u>
9.	Balance to Finish, Plus Retainage (Column G plus 5)	<u>\$426,074.44</u>

CHANGE ORDER SUMMARY:

Change Orders Approved by Owner	ADDITIONS	DEDUCTIONS
Change Order No. 1 Change Order No. 2 Change Order No. 3 Change Order No. 4 Change Order No. 5		
Net Change by Change Orders		

City of Saint Louis
Saint Louis Water Supply Replacement
Giddings Elevated Water Storage Tank
Project Number G140454TCD

APPLICATION AND RECOMMENDATION FOR PAYMENT
PAGE 2 OF 3

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Dated 12-16-15, 2015 Maguire Iron, Inc.
Contractor

By [Signature]
(Signature)

Anthony Reker, Staff Accountant
Name and Title of Signatory

ENGINEER'S RECOMMENDATION:

To: City of Saint Louis

In accordance with the Contract, the undersigned recommends payment to Contractor.

AMOUNT RECOMMENDED: \$ 62,200.00

(Attach explanation if amount recommended differs from the amount applied for.)

ENGINEER: Fishbeck, Thompson, Carr & Huber, Inc.

Dated December 22, 2015 By [Signature]
(Signature)

John Willemin, Project Manager
Name and Title of Signatory

This Recommendation is not negotiable. The AMOUNT RECOMMENDED is payable only to Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of Owner or Contractor under this Contract.

This recommendation for payment is based on a review of the Work performed as compared to the amount of the application. This recommendation does not imply that Engineer is reviewing construction lien documents nor does it imply that Engineer is acting as a guarantor of the property. Any review of construction lien documents by Engineer is for information purposes only.

APPLICATION AND RECOMMENDATION FOR PAYMENT
 PAGE 3 OF 3

Schedule of Values

SPEC. ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUE	C			E		F TOTAL COMPLETED AND STORED TO DATE (C+D+E)	G BALANCE TO FINISH (B-F)	H RETAINAGE 5% of Contract
			From Previous Applications (C + D)	D WORK COMPLETED		Presently Stored Materials (not in C or D)				
				Work in Place						
1	Design Drawings, Insurance, Bonds	\$50,000.00	\$50,000.00	\$0.00			\$50,000.00	100%	\$0.00	
2	Piling	\$120,000.00	\$120,000.00	\$0.00			\$120,000.00	100%	\$0.00	
3	Tank Foundation, Site Work, Mechanical	\$443,200.00	\$277,380.00	\$56,600.00			\$333,980.00	75%	\$109,220.00	
4	Steel Receipt	\$88,750.00	\$88,750.00	\$0.00			\$88,750.00	100%	\$0.00	
5	Fabrication/Steel Delivery	\$156,925.00	\$156,925.00	\$0.00			\$156,925.00	100%	\$0.00	
6	Erection	\$133,325.00	\$133,325.00	\$0.00			\$133,325.00	100%	\$0.00	
7	Painting	\$115,000.00	\$30,000.00	\$0.00			\$30,000.00	26%	\$85,000.00	
8	Electrical/ SCADA	\$65,000.00						0%	\$65,000.00	
9	Cathodic Protection	\$12,800.00						0%	\$12,800.00	
10	Fencing	\$17,000.00						0%	\$17,000.00	
11	Cash Allow	\$95,000.00	\$17,195.56	\$5,600.00			\$22,795.56	24%	\$72,204.44	
		\$1,297,000.00	\$873,575.56	\$62,200.00			\$935,775.56	72%	\$361,224.44	\$64,850.00

CONSENT AGENDA ITEM APPROVAL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 10 d

For Meeting of January 4, 2016

ITEM TITLE: 2015 Water Supply Project
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve Payment to Gratiot Area Water Authority for 2015 Water Supply Project in the amount of \$27,064.07.

Moved by:

Supported by:

Approve Payment to Gratiot Area Water Authority for 2015 Water Supply Project in the amount of \$27,064.07.



INVOICE

Remit to: City of Alma
525 East Superior
Alma, MI 48801

Customer #: 88
City of St Louis
300 N Mill St

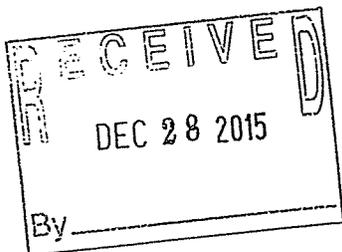
Invoice #: 2016-00000008
Billing Date: 12/21/2015
Due Date: 01/21/2016
Invoice Total: \$27,064.07

St Louis, MI 48880

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

PLEASE RETAIN BOTTOM PORTION FOR YOUR RECORDS

Customer #: 88
City of St Louis
300 N Mill St



Gratiot Area Water Authority

St Louis, MI 48880

ENTERED ✓

Description	Qty	Unit Price	Total Cost
Water Authority FTC&H	1	\$27,064.0700	\$27,064.07

Total Invoice
\$27,064.07

CUSTOMER #	BILLING DATE	DUE DATE	INVOICE #
88	12/21/2015	01/21/2016	2016-00000008



Fishbeck, Thompson, Carr & Huber, Inc.
engineers | scientists | architects | constructors

Federal I.D. No. 38-1841857 | Incorporated

MICHIGAN Grand Rapids | Lansing | Kalamazoo | Novi | Macomb Twp
OHIO Cincinnati

Headquarters

1515 Arboretum Drive, SE | Grand Rapids, Michigan 49546
p 616.575.3824 | f 616.464.3994

Payment Options

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
Remit email to Accounts.Receivable@ftch.com
Remit checks to: 1515 Arboretum Drive, SE | Grand Rapids, Michigan 49546
Major credit cards accepted

DECEMBER 1, 2015
G120617PCI JW
ACCOUNT NO: 70724

INVOICE NO: 340793

MR RON TURNER PROJECT MANAGER
GRATIOT AREA WATER AUTHORITY
525 EAST SUPERIOR STREET
PO BOX 278
ALMA MI 48801-0278

PROJECT: GAWA/ST LOUIS WSR WTP CONSTOBS

THIS INVOICE IS FOR SERVICES RENDERED
FOR THE BILLING PERIOD THROUGH 11/20/2015

<u>PROFESSIONAL PERSONNEL:</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
PROJECT SUPERINTENDENT	90.50	\$108.00	\$9,774.00
 <u>REIMBURSABLE EXPENSES:</u>			
COMPANY VEHICLE USE			\$1,365.00
TRAVEL/LODGING			953.70
TRAVEL & SUBSISTENCE			137.50
			<u>2,456.20</u>
		TOTAL	<u><u>\$12,230.20</u></u>

PREVIOUSLY INVOICED	\$383,593.26
THIS INVOICE	<u>12,230.20</u>
INVOICED TO DATE	395,823.46
PAID TO DATE	<u>364,816.56</u>
TOTAL AMOUNT OUTSTANDING	<u><u>\$31,006.90</u></u>

493-901-522-801-000-20103-11
R.A.T.
12/07/15

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829



Fishbeck, Thompson, Carr & Huber, Inc.
engineers | scientists | architects | constructors

Federal I.D. No. 38-1841857 | Incorporated

MICHIGAN Grand Rapids | Lansing | Kalamazoo | Novi | Macomb Twp
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1515 Arboretum Drive, SE | Grand Rapids, Michigan 49546
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Remit email to Accounts.Receivable@ftch.com
Remit checks to: 1515 Arboretum Drive, SE | Grand Rapids, Michigan 49546
Major credit cards accepted

DECEMBER 1, 2015
G120617PCA JW
ACCOUNT NO: 70724

INVOICE NO: 340793

MR RON TURNER PROJECT MANAGER
GRATIOT AREA WATER AUTHORITY
525 EAST SUPERIOR STREET
PO BOX 278
ALMA MI 48801-0278

PROJECT: GAWA/ST LOUIS WSR WTP CONSTADM

THIS INVOICE IS FOR SERVICES RENDERED
FOR THE BILLING PERIOD THROUGH 11/20/2015

<u>PROFESSIONAL PERSONNEL:</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
PRINCIPAL	2.00	\$210.00	\$420.00
SENIOR ASSOCIATE	13.00	180.00	2,340.00
SENIOR ARCHITECT	1.00	165.00	165.00
SENIOR ENGINEER	7.00	159.00	1,113.00
SENIOR ENGINEER	26.00	134.00	3,484.00
SENIOR ENGINEERING SPECIALIST	15.00	125.00	1,875.00
CONSTRUCTION COORDINATOR	1.00	84.00	84.00
STAFF ARCHITECT	2.00	84.00	168.00
PRODUCTION SUPPORT	9.50	69.00	655.50
			10,304.50

<u>REIMBURSABLE EXPENSES:</u>	
MILEAGE	\$180.60

TOTAL \$10,485.10

PREVIOUSLY INVOICED	\$315,222.27
THIS INVOICE	<u>10,485.10</u>
INVOICED TO DATE	325,707.37
PAID TO DATE	<u>297,067.33</u>
TOTAL AMOUNT OUTSTANDING	<u>\$28,640.04</u>

493-901-522-801-000-20103-11
RAJ
12/07/15

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829



Fishbeck, Thompson, Carr & Huber, Inc.
engineers | scientists | architects | constructors

Federal I.D. No. 38-1841857 | Incorporated

MICHIGAN Grand Rapids | Lansing | Kalamazoo | Novi | Macomb Twp
OHIO Cincinnati

Headquarters
1515 Arboretum Drive, SE | Grand Rapids, Michigan 49546
p 616.575.3824 | f 616.464.3994

Payment Options
Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
Remit email to Accounts.Receivable@ftch.com
Remit checks to: 1515 Arboretum Drive, SE | Grand Rapids, Michigan 49546
Major credit cards accepted

DECEMBER 1, 2015
G120617HG4 JW
ACCOUNT NO: 70724

INVOICE NO: 340793

MR RON TURNER PROJECT MANAGER
GRATIOT AREA WATER AUTHORITY
525 EAST SUPERIOR STREET
PO BOX 278
ALMA MI 48801-0278

PROJECT: GAWA/ST LOUIS WSR HYD GEO T4

THIS INVOICE IS FOR SERVICES RENDERED
FOR THE BILLING PERIOD THROUGH 11/20/2015

<u>PROFESSIONAL PERSONNEL:</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
SENIOR ASSOCIATE	4.50	\$180.00	\$810.00
SENIOR GEOLOGIST	21.00	142.00	2,982.00
ENVIRONMENTAL SPECIALIST	1.00	100.00	100.00
PRODUCTION SUPPORT	4.50	69.00	310.50
			4,202.50
 <u>REIMBURSABLE EXPENSES:</u>			
POSTAGE			\$7.58
REPRODUCTION			138.69
			146.27
		TOTAL	\$4,348.77

493-901-522-801-000-20103-2
R.A.Y.
12/07/15

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829

CONSENT AGENDA ITEM APPROVAL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 10 e

For Meeting of January 4, 2016

ITEM TITLE: Main Street Reconstruction Project
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve Final Payment to Rowe for Main Street Reconstruction Project in the amount of \$26,691.00.

Moved by:

Supported by:

Approve Final Payment to Rowe for Main Street Reconstruction Project in the amount of \$26,691.00.



ROWE PROFESSIONAL SERVICES COMPANY

540 S. Saginaw St., Ste 200
Flint, Michigan 48502

Phone: (810) 341-7500

Fax: (810) 341-7573

www.rowepsc.com

City of St Louis
108 W Saginaw St
Saint Louis, MI 48880-1589

December 22, 2015
Project No: 12M0016
Invoice No: 0078238

Project Mgr Jeffrey Markstrom

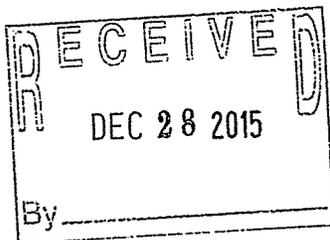
Project 12M0016 Main Street Reconstruction

Final Design and Construction of Main Street Reconstruction. Update shelf project including HMA paving, curb and gutter, storm sewer, watermain, guardrail, and restoration.

Professional Services from August 23, 2013 to December 18, 2015
Fee

ENTERED

Billing Phase	Fee	Percent Complete	Earned
Preliminary Plans	7,525.00	100.00	7,525.00
Final Plans	2,825.00	100.00	2,825.00
Construction Staking (T&M)	4,500.00	100.00	4,500.00
Construction Observation (T&M)	28,220.00	100.00	28,220.00
Construction Engineering (T&M)	9,350.00	100.00	9,350.00
Office Tech	5,940.00	100.00	5,940.00
Construction Testing	2,000.00	100.00	2,000.00
Engineering -Liquidated Damages	13,500.00	100.00	13,500.00
Total Fee	73,860.00		73,860.00
		Previous Fee Billing	47,169.00
		Current Fee Billing	26,691.00
	Total Fee		26,691.00
	Total this Invoice		\$26,691.00



CITY COUNCIL PROCEEDINGS

St. Louis, Michigan
January 6, 2015

The regular meeting of the Saint Louis City Council was called to order by Mayor Kelly on Tuesday, January 6, 2015 at 6:00 p.m. in the City Hall Council Chambers.

Council Members Present: Mayor James C. Kelly, Melissa A. Allen, Jerry L. Church, George T. Kubin, Thomas L. Reed

Council Members Absent: None
City Manager: Kurt Giles
City Clerk: Mari Anne Ryder
Police Chief: Richard Ramereiz, Jr.

Others in Attendance:

Bobbie Marr – Finance Director, Scott Cornelius – Cornelius Environmental, Dan Rockafellow – MDEQ, five high school students

Mayor Kelly led in the Pledge of Allegiance to the flag.

Minutes.

City Council discussed the Regular Meeting Minutes of December 16, 2014.

Moved by Kubin, supported by Reed, to approve the minutes of the Regular Meeting held on December 16, 2014. All ayes carried the motion.

Claims & Accounts.

City Council discussed the Claims & Accounts.

Moved by Kubin, supported by Allen, to approve the Claims & Accounts in the amount of \$2,686,953.62. All ayes carried the motion.

Monthly Board Minutes.

City Council discussed the December, 2014 Monthly Board Minutes.

Moved by Allen, supported by Church, to receive the December, 2014 Monthly Board Minutes and place on file. All ayes carried the motion.

Audience Recognition.

None.

Consent Agenda.

Mayor Kelly requested approval of Consent Agenda items “a” through “f” as shown below:

- a. Payment to Kerr Pump & Supply for Trailer Mounted Pump – Approve.
- b. Reimbursement to City of Alma for Water Main Project – Approve.
- c. Payment to FTC&H for Water Project – Approve.
- d. Disbursement of Funds – Approve.
- e. Cable Consortium Minutes – Receive.
- f. Certification of the Woodside Industrial Centre – Receive.

Moved by Allen, supported by Reed, to approve Consent Agenda items “a” through “f”. All ayes carried the motion.

Consent Agenda Continued.

Mayor Kelly requested approval for Partial Payment No. 2 to RCL Construction for City Hall Project in the amount of \$358,691.85.

Moved by Reed, supported by Church, to approve Partial Payment No. 2 to RCL Construction for City Hall Project in the amount of \$358,691.85. All ayes carried the motion.

Mayor Kelly requested approval for Change Order No. 2 to RCL Construction for City Hall Project Catch Basin in the amount of \$3,941.00.

Moved by Reed, supported by Church, to approve Change Order No. 2 to RCL Construction for City Hall Project Catch Basin in the amount of \$3,941.00. All ayes carried the motion.

Recess Council Meeting.

Mayor Kelly recessed the Council Meeting at 6:20 p.m.

*** Cemetery Board of Trustees Meeting – Call to Order.**

Mayor Kelly called the Oak Grove Cemetery Board of Trustees Meeting to order at 6:24 p.m.

Minutes.

Moved by Trustee Kubin, supported by Trustee Allen, to approve the minutes of the regular meeting held on Monday, January 6, 2014. All ayes carried the motion.

Financials.

Cemetery Financials were discussed.

Moved by Trustee Allen, supported by Trustee Church, to receive the Financial Reports through December, 2014 and place on file. All ayes carried the motion.

Annual Report.

The Annual 2014 Oak Grove Cemetery Report was reviewed by the Board of Trustees.

Moved by Trustee Kubin, supported by Trustee Reed, to receive the 2014 Annual Oak Grove Cemetery Report and place on file. All ayes carried the motion.

Other Business.

None.

Public Comments.

None.

Adjournment.

* Moved by Trustee Kubin, supported by Trustee Allen, to adjourn the Oak Grove Cemetery Board of Trustees meeting at 6:30 p.m. All ayes carried the motion.

Reconvene City Council Meeting.

Mayor Kelly reconvened the City Council Meeting at 6:31 p.m.

New Business.

Appointment of City Board and Commissions.

City Council discussed the recommended appointments of City Boards and Commission Members.

Moved by Allen, supported by Kubin, to appoint the following Board & Commission Members:

Sue Whitford – Board of Review, Board of Special Assessors, Planning Commission, Zoning Board of Appeals

Bill Leonard – Board of Review, Board of Special Assessors, Cemetery Committee

Don Kelley – Board of Review

Tom Reed – Board of Review, Building Code Board of Appeals
Harold McClintic – Building Code Board of Appeals
Dan Doepker – Building Code Board of Appeals
Mary Reed – Cemetery Committee, Parks & Recreation Commission
Donna Kelly – Compensation Commission, Planning Commission
Mary Peterman – DDA Board
Jim Moore – DDA Board
George Kubin – DDA Board
Judy Fulk – Housing Commission
Dave McMacken – Library Board
Linda Roberson – Library Board
Dorothy Trgina – Parks & Recreation Commission
Steve Larsen – Parks & Recreation Commission
Dennis Epler – Housing Commission

All ayes carried the motion.

The following are Vacancies on the Boards & Commissions:

Zoning Board of Appeals – 1
Compensation Commission– 1
Parks & Recreation – 1
Planning Commission – 1
DDA Board – 1

Approve Designation of City Official Newspapers.

City Manager Giles requested City Council Members designate the Gratiot County Herald and the Morning Sun as the City’s Official Newspapers for the Year 2015.

Moved by Allen, supported by Church, to designate the Gratiot County Herald and the Morning Sun as the City’s Official Newspapers for the Year 2015. All ayes carried the motion.

Approve Designation of Official Depositories for City Funds.

City Manager Giles requested City Council Members designate St. Louis Chemical Bank & Trust, St. Louis Commercial Bank, St. Louis Mercantile Bank, US Bank of Detroit, First of America Bank of Detroit, Isabella Bank & Trust of Breckenridge and Michigan CLASS as Official Depositories for City Funds for the Year 2015.

Moved by Reed, supported by Allen, to designate St. Louis Chemical Bank & Trust, St. Louis Commercial Bank, St. Louis Mercantile Bank, US Bank of Detroit, First of America Bank of Detroit, Isabella Bank & Trust of Breckenridge and Michigan CLASS as Official Depositories for City Funds for the Year 2015.

All ayes carried the motion.

Approve Resolution 2015-01.

City Manager Giles requested Council Members adopt Resolution 2015-01 for the Michigan Department of Transportation State Trunkline Right of Way Permit Application.

The following preamble and resolution were offered by Member Kubin, and supported by Member Church:

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Trunkline Right of Way" (form 2205), or an "Annual Application and Permit for Miscellaneous Operations Within State Trunkline Right of Way" (form 2205B).

RESOLVED WHEREAS, the City of St. Louis hereinafter referred to as the "GOVERNMENTAL BODY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under state trunkline right of way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL BODY agrees that:

Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law.

This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.

This Agreement is not intended nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

1. Any work performed for the GOVERNMENTAL BODY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL BODY and not as a contractor or agent of the DEPARTMENT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL BODY. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL BODY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT.
2. The GOVERNMENTAL BODY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the

PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

3. It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State trunkline right of way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL BODY'S facilities according to a PERMIT issued by the DEPARTMENT.
4. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL BODY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
5. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
6. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL BODY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL BODY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the Michigan Department of Transportation for the necessary permit to work within state trunkline right of way on behalf of the GOVERNMENTAL BODY.

Name:

Kurt Giles

Keith Risdon

Title:

City Manager

Utilities Director

Yeas: Kubin, Church, Allen, Reed, Kelly

Nays: None

Resolution Declared Adopted this 6th day of January, 2015.

Velsicol Burn Pit Superfund Site Proposed Plan Operable Unit 1.

Manager Giles requested approval to submit the cover letter and comments regarding the burn permit remediation project to the US EPA.

Manager Giles stated Scott Cornelius, Corneluis Environmental and Dan Rockafellow, DEQ were in attendance if Council Members had any questions.

Discussion was held regarding the nine homes in the Velsicol burn pit (VBP) area due to the concern of the water quality of their private wells.

Moved by Reed, supported by Allen, to authorize to submit the cover letter and comments to the US EPA with the additional comments highlighting the nine homes in the VBP area getting connected to the municipal supplied water and each of the nine existing wells would be abandoned to eliminate the potential for future groundwater use.

Roll Call Vote:

Ayes: Reed, Allen, Church, Kubin, Kelly

Nays: None

Motion Carried.

Cable Franchise Agreement.

Manager Giles requested Council Members approve the proposed Uniform Video Service Local Franchise Agreement, which has been reviewed by all members of the consortium. Also, there is no change in the 5% franchise fee.

Discussion was held.

Moved by Kubin, supported by Church, to approve the Uniform Video Service Local Franchise Agreement.

Roll Call Vote:

Ayes: Kubin, Church, Allen, Reed, Kelly

Nays: None

Motion Carried.

City Manager Report.

Manager Giles informed Council Members that a new Utilities Director has been hired and will start this coming Monday, and the Main Street Claims Hearing is scheduled for Tuesday, January 13, 2015 at 1:00 p.m.

Manager Giles gave an update on the new City Hall Project stating that there will be upcoming change orders due to the rubble being found in the south part of the parking lot.

City Clerk Report.

None.

Police Chief Report.

Chief Ramereiz informed Council Members there is now a permanent prescription drop box in the lobby of the Police Department. Gratiot County has had 126 pounds of medication turned-in in a quarter, compared to bigger Counties having only 15 pounds.

Chief Ramereiz also informed Council Members a revised Mutual Aid Agreement between the City of St. Louis and the City of Alma will be submitted to Council for approval in the near future. The only change will be updating the City Manager and Police Chief names.

Council Comments.

Member Kelly questioned the requirement for residents to have a permit for roof repairs.

Manager Giles will discuss this requirement with the Building Inspector.

Member Reed stated the street sign at M-46 and Devon changes direction in the wind.

Manager Giles stated the DPW Superintendent will be notified.

Member Allen inquired on the need to contact previous Manager McConkie or has the transition been smooth.

Manager Giles stated he has on occasion made contact with previous Manager McConkie.

Member Kubin stated he will be absent from the Council Meeting on January 20th.

Public Comments.

Dan Rockafellow requested clarification on the changes that were made to the ANP Project Access Agreement that was approved at the December 16, 2014 Council Meeting.

Manager Giles stated the revision was made to include City Councils position regarding sampling and clean up under streets, sidewalks and removal of contamination where the trees are in the ANP area.

Discussion was held.

Moved by Kubin, supported by Reed, to adjourn at 8:15 p.m. All ayes carried the motion.

Mari Anne Ryder, City Clerk

PERIOD ENDING 11/30/2015

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 11/30/2015	YTD BALANCE 11/30/2015	2015-16 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED	END BALANCE 06/30/2015
Fund 101 - GENERAL FUND							
Revenues							
Dept 276-CEMETERY							
101.276.607.000	CEMETERY CHARGES FOR SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
101.276.633.000	FOUNDATIONS	550.00	7,481.20	5,000.00	(2,481.20)	149.62	6,723.60
101.276.634.000	GRAVE OPENINGS	675.00	3,900.00	14,000.00	10,100.00	27.86	15,325.00
101.276.643.000	SALE OF LOTS	(262.50)	1,275.00	4,000.00	2,725.00	31.88	12,418.75
101.276.665.000	INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
101.276.674.000	DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
101.276.678.000	MISCELLANEOUS REIMBURSEMENT	0.00	25.00	0.00	(25.00)	100.00	25.00
101.276.695.000	MISCELLANEOUS	0.00	300.00	0.00	(300.00)	100.00	0.00
Total Dept 276-CEMETERY		962.50	12,981.20	23,000.00	10,018.80	56.44	34,492.35
TOTAL Revenues		962.50	12,981.20	23,000.00	10,018.80	56.44	34,492.35
Expenditures							
Dept 276-CEMETERY							
101.276.702.000	SALARY & WAGES	3,504.36	18,711.97	36,000.00	17,288.03	51.98	36,390.58
101.276.710.000	EMPLOYEE BENEFITS	733.09	3,413.16	21,000.00	17,586.84	16.25	8,070.56
101.276.710.002	PRESCRIPTION DRUG COPAY BENEFIT	0.00	0.00	0.00	0.00	0.00	0.00
101.276.726.000	SUPPLIES	25.00	826.97	6,000.00	5,173.03	13.78	6,178.23
101.276.728.000	DUE & FEES	0.00	0.00	100.00	100.00	0.00	0.00
101.276.730.000	GAS & FUEL	0.00	0.00	0.00	0.00	0.00	0.00
101.276.801.000	PROFESSIONAL SERVICES	0.00	0.00	1,000.00	1,000.00	0.00	351.00
101.276.804.000	CONTRACT LABOR	2,487.10	2,677.49	8,000.00	5,322.51	33.47	5,908.35
101.276.818.000	CONTRACTED SERVICES	9,843.00	10,341.00	12,000.00	1,659.00	86.18	10,887.55
101.276.860.000	TRAVEL/CONF/WORKSHOPS	0.00	0.00	1,000.00	1,000.00	0.00	535.25
101.276.895.000	MEMBERSHIP & DUES	0.00	0.00	100.00	100.00	0.00	35.00
101.276.900.000	PRINTING & PUBLISHING	0.00	0.00	300.00	300.00	0.00	0.00
101.276.910.000	INSURANCE & BONDS	0.00	244.12	300.00	55.88	81.37	255.12
101.276.920.000	UTILITIES	112.88	358.81	3,000.00	2,641.19	11.96	2,766.91
101.276.930.000	REPAIRS & MAINTENANCE	0.00	4.00	1,000.00	996.00	0.40	138.00
101.276.943.000	EQUIPMENT RENTAL	2,798.24	15,293.43	20,000.00	4,706.57	76.47	22,194.51
101.276.956.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
101.276.967.000	CAPITAL OUTLAY BELOW CO POLICY	0.00	0.00	1,500.00	1,500.00	0.00	649.91
101.276.967.001	CAPITAL OUTLAY STREET	0.00	0.00	0.00	0.00	0.00	0.00
101.276.977.001	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 276-CEMETERY		19,503.67	51,870.95	111,300.00	59,429.05	46.60	94,360.97
TOTAL Expenditures		19,503.67	51,870.95	111,300.00	59,429.05	46.60	94,360.97
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		962.50	12,981.20	23,000.00	10,018.80	56.44	34,492.35
TOTAL EXPENDITURES		19,503.67	51,870.95	111,300.00	59,429.05	46.60	94,360.97
NET OF REVENUES & EXPENDITURES		(18,541.17)	(38,889.75)	(88,300.00)	(49,410.25)	44.04	(59,868.62)

Oak Grove Cemetery
 2015 Annual Report

	<u>Graves Sold</u>		<u>Burials</u>			<u>Foundations</u>
	<u>Resident</u>	<u>Non-Res.</u>	<u>Res.</u>	<u>Non-Res.</u>	<u>Ashes</u>	
January	0	0	1	0	0	0
February	1	0	2	1	0	0
March	0	3	0	1	0	0
April	0	5	1	3	1	0
May	1	3	1	2	1	9
June	1	0	2	4	6	5
July	0	0	1	5	6	0
August	0	3	1	0	0	0
September	0	1	4	4	3	0
October	0	0	3	0	1	0
November	0	0	1	1	0	12
December	0	8	1	1	0	0
Data reflects burials/graves sold/foundations through : Dec 22, 2014						
Sub.						
Totals	3	23	18	22	18	26
TOTAL:		26		40	18	26

Graves sold: Res./Non. Res. = 11.5 %- Res. 88.5 % Non Res.

Burials: Res./ Non. Res. = 45.0 %- Res. 55.0 % Non Res.

Ashes: % of all burials = 45.0 %

**BOARD RENEWAL APPOINTMENTS
JANUARY 6, 2015**

ITEM NO. 17A

DATE 1/4/16

Name	Board
Sue Whitford	Board of Review Board of Spec. Asses.
Bill Leonard	Board of Special Assessors Board of Review
Don Kelly	Board of Review
Tom Reed	Board of Review Zoning Board of Appeals
Steve Mephram	Bldg. Code Board of Appeals
Jerry Church	Bldg. Code Board of Appeals
Mary Anderson	DDA Board
Bill Coty	DDA Board
Jerry Lewis	DDA Board
Don Burch	Housing Commission
Holly Harris	Library Board
Melissa Allen	Parks & Rec.
Sally Church	Parks & Rec.
Amanda Kelly	Parks & Rec.
Kevin Palmer	Parks & Recreation Commission Planning Commission

Board & Commission Vacancies

Zoning Brd. of Ap.- 1

DDA Board - 1

Planning Commission - 2

BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 17 B

For Meeting of January 4, 2016

ITEM TITLE: Designation of Official Newspapers
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve to designate the Morning Sun and Gratiot County Herald as the City Official Newspapers for the year 2016.

Moved by:

Supported by:

Approve to designate the Morning Sun and Gratiot County Herald as the City Official Newspapers for the year 2016.

BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 17 C

For Meeting of January 4, 2016

ITEM TITLE: Designation of Official Depositories
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve to designate St. Louis Chemical Bank & Trust, St. Louis Commercial Bank, Mercantile Bank of Alma/Ithaca, US Bank of Detroit, First of America Bank of Detroit, Isabella Bank of Breckenridge/Mt. Pleasant and Michigan CLASS as City Official Depositories for the year 2016.

Moved by:

Supported by:

Approve to designate St. Louis Chemical Bank & Trust, St. Louis Commercial Bank, Mercantile Bank of Alma/Ithaca, US Bank of Detroit, First of America Bank of Detroit, Isabella Bank of Breckenridge/Mt. Pleasant and Michigan CLASS as City Official Depositories for the year 2016.

BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 17D

For Meeting of January 4, 2016

ITEM TITLE: Designation of City Attorneys
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve to designate Fortino, Plaxton & Costanzo PC; Smith Boville PC; Plunkett & Cooney; Varnum LLP; Miller Canfield; and Keller, Thoma PC as City Attorneys for the term of two years (2016 & 2017) for the City of St. Louis.

Moved by:

Supported by:

Approve to designate Fortino, Plaxton & Costanzo PC; Smith Boville PC; Plunkett & Cooney; Varnum LLP; Miller Canfield; and Keller, Thoma PC as City Attorneys for the term of two years (2016 & 2017) for the City of St. Louis.

PERFORMANCE
RESOLUTION FOR GOVERNMENTAL BODIES
2016-01

DATE 1/4/16

Minutes of a Regular meeting of the City Council of the City of St. Louis, County of Gratiot, Michigan held on the 4th day of January, 2016, at 6:00 P.M.

Present: Mayor James C. Kelly, Melissa A. Allen, Jerry L. Church, George T Kubin, Tom Reed

Absent: None

The following preamble and resolution were offered by Member _____, and supported by Member _____.

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Trunkline Right of Way" (form 2205), or an "Annual Application and Permit for Miscellaneous Operations Within State Trunkline Right of Way" (form 2205B).

RESOLVED WHEREAS, the City of St. Louis hereinafter referred to as the "GOVERNMENTAL BODY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under state trunkline right of way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL BODY agrees that:

Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law.

This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.

This Agreement is not intended nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

1. Any work performed for the GOVERNMENTAL BODY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL BODY and not as a contractor or agent of the DEPARTMENT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL BODY. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL BODY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT.
2. The GOVERNMENTAL BODY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and

all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

3. It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State trunkline right of way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL BODY'S facilities according to a PERMIT issued by the DEPARTMENT.
4. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL BODY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
5. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
6. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL BODY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL BODY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the Michigan Department of Transportation for the necessary permit to work within state trunkline right of way on behalf of the GOVERNMENTAL BODY.

Name:

Kurt Giles
Keith Risdon

Title:

City Manager
Utilities Director

Yeas:

Nays: None

Resolution Declared Adopted this 4th day of January, 2015.

Mari Anne Ryder, City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Saint Louis, County of Gratiot, Michigan, at a regular meeting held January 4, 2016.

Mari Anne Ryder, City Clerk

**SAINT LOUIS POLICE DEPARTMENT****"MIDDLE OF THE MITTEN"**

RICHARD J. RAMEREIZ,
CHIEF OF POLICE
108 W. Saginaw Street
Saint Louis, Michigan 48880
Telephone (989) 681-5285
Fax (989) 681-4620

DATE

1/4/16



December 17, 2015

Kurt Giles
City Manager
City of St. Louis

I recommend the City Council adopt Traffic Control Order #T113.1.128 to read as follows:

"No parking on the west side of Wilson Blvd between Graham Street and Jackson Rd"

Respectfully,

A handwritten signature in black ink, appearing to read "Richard J. Ramereiz Jr.", written over a horizontal line.

Richard J. Ramereiz Jr.
Chief of Police
St. Louis Police Department

CASH RENT CONTRACT

Land Owner: City of St. Louis
108 West Saginaw Street
St. Louis, MI 48880

Renter: Gadde Farms
3410 W. Van Buren Rd.
Alma, MI 48801
(989) 620-7874

Land Description: 81 tillable acres owned by the City of St. Louis located in Section 4 of Arcada Township, T11N-R3W, Gratiot County, MI Farm # 8502

Agreement: Gadde Farms will cash rent the property described above for the 2016 growing season. Gadde Farms will pay the City of St. Louis a total of \$9,197.50 due on December 30, 2016. The final tillable acres to be determined once the water project is completed. In return, the City of St. Louis agrees to Gadde Farms producing crops on the property listed above. The above parties agree that Gadde Farms will use this property for the purpose of producing crops only. The City of St. Louis will have no interest in the crops being produced on the property. Gadde Farms will mow the roadsides, maintain the field tile and keep the brush from encroaching on the tillable ground as needed.

The following parties agree to this contract as written:

Kurt Giles
St. Louis City Manager

Date

Friedrich Gadde
Friedrich Gadde

12-17-2015
Date

RESOLUTION 2016-02**RESOLUTION REGARDING SALE OF PROPERTY**

At a regular meeting of the City Council of the City of Saint Louis, Gratiot County, Michigan, held on January 4, 2016.

PRESENT: Mayor James C. Kelly, Melissa A. Allen, Jerry Church, George T. Kubin,
Thomas L. Reed

ABSENT: None

The following resolution was offered by _____ and supported by _____:

WHEREAS, the City is the owner of premises located at 310 West Washington Street, St. Louis, Michigan, described as WD L 585 P 427 W 73 FT OF LOT 7, W 54 FT OF LOT 8, & S 17 FT OF W 54 FT OF LOT 9, BLK 29, CITY OF ST. LOUIS and

WHEREAS, such premises are presently vacant and nonproductive and require periodic maintenance by City staff, and

WHEREAS, such premises are hereby determined "surplus property not susceptible to public use," and that such premises are not a park, cemetery or any part thereof for purposes of city charter Sec. 15.1, and

NOW, THEREFORE, BE IT RESOLVED that the City enter into a Buy/Sell Agreement to convey the premises described in Exhibit A to Ronald McIvor in consideration of the payment of the sum of SIX THOUSAND DOLLARS (\$6,000.00) in cash at closing, together with conveyance to Ronald McIvor (by good and valuable warranty deed conveying marketable title in fee simple) of the premises described in Exhibit A to the City, and

IT FURTHER RESOLVED that the City Manager is authorized to execute all documents necessary to conclude such transaction.

BE IT FURTHER RESOLVED:

COUNCIL MEMBERS IN FAVOR:

COUNCIL MEMBERS OPPOSED:

COUNCIL MEMBERS ABSTAINED:

I hereby certify that the foregoing is a true and complete text of the Resolution of the City Council of the City of St. Louis, which was duly adopted and approved by the City Council of the City of St. Louis on January 4, 2016, and remains in full force and effect as of this date.

Date: _____

Mari Anne Ryder, Clerk



#310 Washington



BUY / SELL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ ALL PARTS CAREFULLY BEFORE SIGNING.

Buyer & Seller acknowledge that agency relationship has been disclosed. Buyers & Sellers are advised to seek legal counsel.

Date: December 23, , 12:00 AM/ PM

Century 21 LeeMac 605 W Warwick (989) 463-6085 (989) 463-1755
Selling Office Broker Address Phone# Fax#

Adam Vibber adam.vibber@century21.com (989) 560-3069
Selling Agent for Seller/ Buyer/ Dual E-mail Address Cell #

Century 21 LeeMac _____
Listing Office Broker Address Phone# Fax#

Melissa Allen _____
Listing Agent for Seller/ Buyer/ Dual E-mail Address Cell #

1. BUYER'S OFFER: The undersigned, Ron Mcivor,
hereinafter called the Buyer, hereby offers to buy the following property address commonly known as
310 Washington Ave located in the City/Twp./Vlg.
of St. Louis, County of Gratiot Michigan, legally described as:

and/or Tax ID# 53-010-053-00 subject to any existing building and use restrictions, zoning
ordinances, and easements, for the sum of:
Five thousand
(\$ 5,000.00) DOLLARS

2. TERMS OF PURCHASE as indicated by "X" below (unmarked terms of purchase do not apply): Payment
of such money shall be made in cash, certified check, or bank money order.

(a) NEW MORTGAGE: The full purchase price upon the execution and delivery of Warranty Deed,
contingent upon Buyer's ability to obtain a _____ mortgage for no less than _____ years, for no
less than _____ % of the purchase price, for no more than _____ % per annum, which Buyer
agrees to apply for within _____ business days after acceptance and secure a written conditional
commitment subject only to appraisal, on or before (date) _____.

(b) CASH: The full purchase price upon the execution and delivery of Warranty Deed. Buyer agrees to
provide verification of funds by (date) _____.

(c) LAND CONTRACT PURCHASE MONEY MORTGAGE
\$ _____ upon execution and delivery of land contract, or purchase money mortgage where-
in the balance of \$ _____ shall be payable in monthly installments of \$ _____
or more including interest at _____ % per annum. Interest to start on date of closing and then first
such payment to become due one month after closing date. This contract shall be payable in full _____
months/years from date of closing. This agreement is contingent upon Seller's satisfaction with a credit
report provided by the Buyer on or before (date) _____. If Seller does not receive
a credit report within the agreed upon time or if Seller is not satisfied with the Buyer's credit report,
Seller may terminate this agreement by providing Selling Broker with written notice on or before
(date) _____. Failure by Seller to terminate this agreement within the agreed
upon time frame shall constitute a waiver of this contingency.

[Signature] Buyer(s) Initials

Seller(s) Initials [Signature]

Revised January 21, 2013

Century 21 Lee Mac Realty, 605 W. Warwick Drive Alma, MI 48801

Adam Vibber

Produced with zipForm® by zipLogic 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogic.com

Phone: (989) 463-6085

Fax: (989) 463-1755

Ron Mcivor

3. FOR VALUABLE CONSIDERATION: Buyer gives Seller until (date) December 26, 2015, by 4:00 AM/ PM to accept this offer and agrees that this offer, when signed, will constitute a binding agreement. Buyer herewith deposits \$1,000.00 with Apon Acceptance as evidence of buyers good faith. Said deposit to be held by escrowee, and to apply as part of the purchase price. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon buyer's ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded forthwith upon written mutual agreement of release of contract and deposit.

Received from above named Buyer, deposit in the form of _____ by _____.

DEFAULT: Buyer Default: If Buyer defaults, Seller may pursue legal remedies or may cancel this agreement and claim the deposit as liquidated damages.

Seller Default: If Seller defaults, Buyer may pursue legal remedies including enforcement of this agreement and/or demand a refund of the deposit in termination of this agreement.

In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit or the escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to rule 339.22313(6). Further, the Brokers are not liable for the performance of this agreement by either party, and each agree to indemnify and hold Brokers harmless of all loss, liability, costs (including attorney's fees), and damages suffered or incurred by either party.

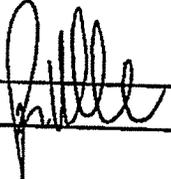
4. TITLE: Seller shall furnish an owner's policy of title insurance covering the previously described property in the amount of the purchase. THE SELLER HEREBY WARRANTS AND REPRESENTS:

a. No other person or persons has/have any right, title, or interest in said real estate (except as Seller disclosed herein or shown by title insurance commitment); that said owner(s) have made no deeds of conveyance or deeds to change title, that they have not entered into any contracts to convey said real estate or any agreements for the sale of said real estate, or any gas, oil, mineral, gravel, rental, or other leases affecting said real estate except as disclosed in this Purchase Agreement.

b. The title to the premises has never been disputed, questioned, or rejected to the Seller's knowledge; that there is no suit or proceeding pending affecting the premises; that all bills and charges for work, labor, and services rendered and materials furnished in the improvement of the premises or any part thereof have been or will be paid prior to closing, and that no person or corporation has filed or has a right to file a mechanic's lien thereon; that no financing statement has been filed against any fixtures or chattels attached to or used in the operation of the premises.

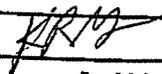
c. There are no unsatisfied judgments or tax liens of record in the courts of the State of Michigan or the United States, and that no proceedings in bankruptcy have been instituted by or against them.

In addition to any encumbrances referred to herein, Buyer shall take title to the property subject to all of the following: covenants, conditions, restrictions, rights of way, and easements of record, if any, which do not materially affect the value or intended use of the property. Preliminary Title Insurance Commitment to be provided to the buyer on or before (date) December 28, 2015. Buyer shall have 5 business days to examine Preliminary Title Insurance Commitment. If Seller fails to provide Preliminary Title Insurance Commitment, Buyer may withdraw offer. Any extension shall be by written mutual agreement. See #23


Buyer(s) Initials

Buyer(s) Initials

Seller(s) Initials


Ron Mcivior

5. SELLER'S DISCLOSURE:

- Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's response to this offer. Pursuant to Public Act 92 of 1993, Buyer shall have 72 hours after hand delivery of the disclosure statement or 120 hours after delivered by registered mail to terminate this contract by delivery of a written notice to Seller's Broker.
- Property is exempt from Seller's Disclosure Statement pursuant to Public Act 92 of 1993.

6. LEAD-BASED PAINT SELLER'S DISCLOSURE/INSPECTION (For residential housing built prior to 1978) (check all that apply):

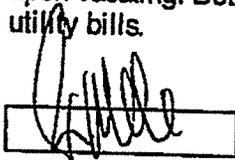
- Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure completed by Seller.
- Buyer shall have a _____ day opportunity after the date of acceptance of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. Federal regulations require a 10-day period or other mutually agreed upon period of time. If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.
- Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- Seller shall provide Buyer with a Lead-Based Paint Seller's Disclosure with Seller's response to this offer.
- Not Applicable.

7. INSPECTIONS: Buyer accepts this property in "As Is" condition except as otherwise provided in this agreement. Buyer acknowledges that Broker has recommended that Buyer obtain inspections or reports of the property by licensed contractor, inspector, surveyor or other professional not limited to any or all of the following: matters of survey; use permits; easements; rights of way; water; well; septic system; municipal systems; mechanical; structural; plumbing; HVAC; electrical; pest; lead-based paint; environmental concerns; FEMA Determination; subdivision restrictions; zoning; soil borings; franchising and Americans with Disabilities Act requirements. This agreement is contingent upon Buyer's satisfaction of the following indicated inspections (check all that apply):

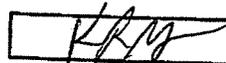
- a) Buyer to pay for water well septic mechanical structural plumbing HVAC electrical pest environmental _____
- b) Seller to pay for water well septic mechanical structural plumbing HVAC electrical pest environmental _____
- c) Buyer waives all inspections.

Inspections shall be deemed acceptable to Buyer unless written notice of objection or withdrawal of Buy/Sell Agreement is delivered to Seller's Broker by: (date) _____, _____ AM/ PM. Failure to submit written notice of said objection shall be deemed a waiver of Buyer's inspection and repair rights, and Buyer agrees to accept the property in its present condition. In the case of objection, Buyer may file a claim to remedy or repair, at which time the Seller shall have the option of 1) Making the repairs requested by Buyer, 2) Providing a credit to the Buyer for any agreed upon amount, or 3) Canceling the contract of sale and refunding the Buyer's deposit, unless Buyer agrees to abide by the original terms and responds accordingly within 48 hours from written notification.

8. MAINTENANCE OF PREMISES: Seller agrees to maintain property in the same condition as existing at acceptance of offer until possession is delivered. Buyer shall have the right to physically examine premises during the last 48 hours prior to scheduled closing. Seller to leave premises broom clean and free of debris upon vacating. Both parties are responsible for the transfer of utilities. Seller is responsible for payment of final utility bills.



Buyer(s) Initials



Seller(s) Initials

Ron Mcivor

9. SALE IS TO BE CLOSED by (date) December 31, 2015, subject to the provisions of #23 of this agreement. Any extension shall be by written mutual agreement.

10. THE SELLER SHALL DELIVER and the Buyer shall accept possession of said property (check all that apply):

- Possession of the property is to be given at closing.
- If Seller is to occupy the property after closing, the property shall be vacated on or before (date) _____
- Seller shall be liable for any damage caused to the property after closing, reasonable wear and tear excepted.
- Seller shall pay the sum of \$ _____ per day for each day the property is occupied after (date) _____
- Subject to the rights of the current tenants.
- Other: _____

11. THE PROPERTY INCLUDES ANY OF THE FOLLOWING PRESENTLY ON THE PREMISES: All buildings; TV antenna and controls; satellite dish and controls; garage door opener and transmitter(s); sprinkler systems; attached floor coverings; hard-wired light fixtures and shades; drapery and curtain hardware; window shades and blinds; screens, storm windows, and storm doors; stationary laundry tubs; water softener if owned; water purification system; water heater; sump pump(s); heating, and air conditioning equipment (window units excluded); water pump and pressure tank; propane tank if owned; built-in kitchen appliances; awnings; mailbox; all plantings; fence(s); attached fireplace screens, doors, and equipment; attached supplemental heating units; all attached mirrors and all bathroom mirrors; smoke, carbon monoxide, heat, and fire detectors; security systems; any items attached by permanent wiring or plumbing; items attached by nails or screws. Any exceptions to be noted in paragraph #23.

a). EXISTING PERSONAL PROPERTY INCLUDED: Personal property herein shall be gifted in "AS IS" condition, free and clear of any liens or encumbrances, and Seller makes no warranty of any kind, express or implied.

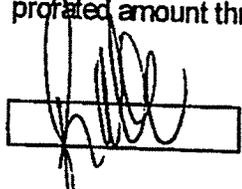
- b). THE REMAINING FUEL OIL/PROPANE shall be gifted sold to buyer at closing possession Non Applicable. If sold, Buyer to reimburse Seller at Seller's last billing rate or other _____
- c). All gas, oil and mineral rights owned by Seller.

12. LAND DIVISION ACT: This agreement is contingent upon Seller granting, in the deed, to Buyer the right to make _____ division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended. If Seller is conveying an entire parent parcel or Seller's entire remaining interest in a parent parcel, all remaining division rights for that parcel shall be transferred to Buyer, which shall not be less than the specific number set forth above. THIS IS FOR UNPLATTED LAND ONLY. Not Applicable.

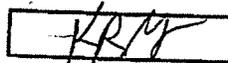
13. RIGHT TO FARM ACT: Seller and Buyer acknowledge that if the property is un-platted, the deed shall contain the following language: "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

14. PROPERTY TAXES: All taxes which are due and payable for calendar years prior to the current year shall be paid by Seller. All taxes which are due and payable in the current year shall be prorated on a calendar year basis without regard to lien date, the amount to be based on the latest assessment, and millage figures. The Seller is responsible for current taxes through the date of closing, and the Buyer is responsible for taxes thereafter.

15. ASSESSMENTS: All assessments of record which have become a lien on the property at time of closing shall be assumed by the Buyer. Any previous years installments to be paid by the Seller through the date of closing. Any current year installments shall be prorated on a calendar year basis with the Seller paying the prorated amount through the date of closing. Paid in full by Seller _____



Buyer(s) Initials

Seller(s) Initials 

Ron McIvor

16. PRORATIONS: Rent; condo association fees; casualty insurance, if assigned; interest on any existing land contract(s), mortgage(s), or other lien(s) assumed and/or to be paid by the Buyer shall be adjusted through date of closing, unless otherwise negotiated. Security and cleaning deposits and lease agreements shall be assigned to Buyer at closing, unless otherwise negotiated.

17. SELLER understands that consummation of the sale or transfer of the property described in this agreement shall not relieve the Seller of any liability that Seller may have under the mortgage(s) to which the property is subject unless otherwise agreed to by the lender or required by law or regulation. Seller is responsible for fire and extended coverage insurance until sale is closed.

18. MERGER: This agreement supersedes any and all representations and agreements and constitutes the entire agreement between the parties, and no prior representations of agreements, oral or written, shall be considered a part hereof.

19. SELLER TO PAY FOR transfer tax on deed; all costs required and necessary to clear title; accumulated interest on any existing indebtedness and the remaining balance thereof; owner's title insurance policy; preparation of deed, land contract, purchase money mortgage, bill of sale, and/or other documents necessary to convey clear title, as required.

20. BUYER TO PAY FOR preparation of mortgage, note, or any other security instruments except land contract or purchase money mortgage; closing fees charged by title company or other closing agent; appraisal; mortgagee's title insurance policy; mortgage survey report, if required; recording of deed and/or security instruments; attorney's opinion and/or services on behalf of the Buyer; mortgage closing costs as required by mortgagee; transfer fee on mortgage assumption.

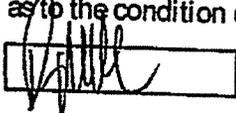
21. BINDING AGREEMENT/ASSIGNMENT: The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, personal representatives, heirs, and assignees of the parties hereto.

22. INFORMATION DISCLOSURE: The purchase price and terms of this sale may be disclosed to the Central Michigan Association of REALTORS® in the ordinary conduct of business.

23. ADDITIONAL PROVISIONS:

24. DISCLAIMER: This form is provided as a service of the Central Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Central Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentations, or for warranties made in connection with the form. Seller and Buyer acknowledge that Agency Relationship has been disclosed and that they have been advised of their legal obligation to complete and/or acknowledge a Seller's Disclosure Statement and Lead-Based Paint Seller's Disclosure Form.

25. BUYER ACKNOWLEDGES they have not relied upon any representation, either expressed or implied, by Brokers as to the condition of the premises or contents thereof and that Buyer is not relying on any such warranty or representation as a condition to purchase except as specifically set forth in writing, fully executed by the parties, and attached hereto. Buyer further acknowledges that the Brokers are not making any warranties as to the condition of any fixtures, equipment, or personal property being purchased by Buyer from Seller.



Buyer(s) Initials



Seller(s) Initials

26. NO TAX ADVICE: Buyer and Seller acknowledge they have not relied upon any statements or representation by the Brokers regarding the effect of this transaction upon their tax liability.

27. TIME shall be deemed as of the very essence of this agreement.

28. ELECTRONIC DELIVERY: Any written notice or communication with the transaction described in the Buy / Sell Agreement may be given to a party or party's agent by sending or transmitting it to any mailing address, e-mail address, or fax number as set forth in sections 31 & 32. Any such written notice or communication shall be deemed delivered at the time it is sent or transmitted.

29. NON-DISCRIMINATION: It is agreed by the Brokers and Seller or Lessor, parties to this agreement, that as required by law, discrimination because of race, color, religion, national origin, sex, familial status, marital status, age, height, weight or disability by said parties with respect to the sale or lease of the subject property is prohibited.

30. MEDIATION: Listing Broker and Seller agree that if there is any dispute related to this contract, the sale or the Closing will be submitted for Mediation. The Mediation shall be subject to the National Association of REALTORS (NAR) Rules and Procedures of the Home Buyers Home/Sellers Dispute resolution system. If the parties can not reach a binding agreement in Mediation, they have the right to use other legal remedies.

31. ALL BUYERS AND SELLERS OF REAL ESTATE ARE ADVISED TO SEEK LEGAL COUNSEL AND ANY EVIDENCE OF TITLE AND SUPPORTING DOCUMENTS SHOULD BE EXAMINED BY AN ATTORNEY.

32. Buyer hereby acknowledges receipt of a copy of this agreement.

Buyer's Signature
Ronald McIvor
Printed Name

Buyer's Signature
Printed Name

Adam Vibber
Selling Agent
E-mail Address

adam.vibber@century21.com

(989) 463-1755
Fax #

605 W Warwick
Alma, MI 48801
Mailing Address

33. SELLER'S RESPONSE

Date: December 28, 2015 AM PM

Seller hereby acknowledges receipt of a copy of this Agreement.

The above Agreement is hereby accepted.

The above Agreement is hereby accepted subject to the following changes:

counter offer is made with purchase price in the amount of \$6,891.00.

This counter offer must be accepted on or before 4:00 AM PM December 31, 2015 (date).

Seller's Signature
Kurt R. Giles
Printed Name
Kurt R. Giles, City Manager

Seller's Signature
Printed Name

Melissa Allen
Listing Agent

E-mail Address

Fax #

Mailing Address

34. BUYER'S RESPONSE

Date: 12/28/15, _____ AM/ PM

Acknowledge receipt of Seller's acceptance of Buyer's offer.

Seller's counter offer is hereby accepted.

The above Agreement is hereby accepted subject to the following changes:

Price to be \$6000.00 this is our
final and best offer

This counter offer must be accepted on or before 5:00 AM/ PM 12/28/15 (date).

[Signature]
Buyer's Signature

Buyer's Signature

35. SELLER'S RESPONSE

Date: December 28, 2015 AM/ PM

Acknowledge receipt of Buyer's acceptance of Seller's counter offer.

The above agreement is hereby accepted.

The above agreement subject to terms of Addendum # _____.

[Signature]
Seller's Signature City Manager

Seller's Signature

36. BUYER'S RESPONSE/ACKNOWLEDGEMENT OF RECEIPT

Date: _____, _____ AM/ PM

Buyer's Signature

Buyer's Signature