

**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\***

**WEDNESDAY  
JANUARY 2, 2019**

**6:00 p.m.**

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Approval of Minutes:
  - A. Work Session Meeting December 18, 2018.
  - B. Regular Meeting December 18, 2018.
5. Claims & Accounts.
6. Monthly Board Minutes.
7. 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."*
8. Consent Agenda
  - a. Payment to T.H. Eifert for WWTP Piping Alterations.
  - b. Payment to Parkson for Fine Screen Unit Rebuild.
  - c. Payment to Berthiaume & Co. for Audit for Year End 2018.
9. Recess Council Meeting.
10. Cemetery Board of Trustees Meeting – Call to Order.
  - A. Approval of Minutes.
  - B. Financials.
  - C. Annual Report.
11. Other Business.

12. Audience Recognition.
13. Adjournment.
14. Reconvene Council Meeting.
15. 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. Appointment to GAWA – Tom Reed.
  - E. Resolution 2019-01, Annual State Trunkline Right of Way Permit.
  - F. MPPA Letter of Authorization.
  - G. Approve Shed Repairs at DPW.
  - H. Gadde Farms Rental Contract for 2019.
  - I. Environmental Assessment Proposal from AKT Peerless.
16. City Manager's Report.
17. City Clerk's Report.
18. Police Chief's Report.
19. City Council Comments.
20. Public Comments.
21. Adjournment.

## CITY COUNCIL PROCEEDINGS

St. Louis, Michigan  
December 18, 2018

The Work Session of the Saint Louis City Council was called to order by Mayor Kelly on Tuesday, December 18, 2018 at 5:15 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  
Deputy City Clerk: Bobbi Marr  
Police Chief: Richard Ramereiz

Others in Attendance:

Keith Risdon – Public Services Director, Ralph Echtenaw – St. Louis Sentinel

Member Allen led the Pledge of Allegiance to the Flag.

### **Discuss Electric Rate Study**

Mark Beauchamp from Utility Financial Solutions (UFS) gave a presentation on the Electric Rate Preliminary Study Results.

Discussion was held regarding the results of the study.

### **Audience Recognition.**

None.

### **Adjournment.**

Moved by Reed, supported by Church, to adjourn at 6:37 p.m. All ayes carried the motion.

Bobbie Marr, Deputy City Clerk

## CITY COUNCIL PROCEEDINGS

St. Louis, Michigan  
December 18, 2018

The regular meeting of the Saint Louis City Council was called to order by Mayor Kelly on Tuesday, December 18, 2018 at 6:45 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  
Deputy City Clerk: Bobbie Marr  
Police Chief: Richard Ramereiz

Others in Attendance:

Keith Risdon – Public Services Director, Mark Abbott – DPW Superintendent, Phil Hansen – DDA Director, Ralph Echtenaw – St. Louis Sentinel, Rosemary Horvath – Gratiot County Herald

### **City Council Minutes.**

Moved by Allen, supported by Church, to approve the minutes of the Regular Meeting held on December 4, 2018. 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 \$407,030. All ayes carried the motion.

### **Monthly Reports.**

City Council discussed the November, 2018 Monthly Reports.

Moved by Reed, supported by Kubin, to receive the November, 2018 Monthly Reports and place on file. All ayes carried the motion.

### **Audience Recognition.**

None.

### **Consent Agenda.**

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

- a. Payment to Solomon for Purchase of Transformer.
- b. Payment to MDEQ for Annual NPDES Permit.
- c. Final Payment to Theka for Switchgear Project.

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

### **New Business.**

#### **Set Public Hearing for Obsolete Property Rehabilitation Act (OPRA) Designation.**

Manager Giles stated Ryan Smith is developing property and requested members approve the designation of OPRA for 131 North Mill, property ID 29-53-010-126-00 and 133 North Mill property, ID 29-53-010-127-00.

Discussion was held.

Moved by Kubin, supported by Reed to set a Public Hearing for January 15, 2019 at 6:00 p.m. to possibly designate 131 and 133 North Mill Street as OPRA property. All ayes carried the motion.

#### **Ratify Letter of Authorization to Purchase Power.**

Manager Giles requested members ratify the Letter of Authorization to Purchase Power in the maximum commitment amount of \$281,145.60 from March 2019 to December 2019.

Moved by Kubin, supported by Church, to ratify the Letter of Authorization to Purchase Power in the maximum commitment amount of \$281,145.60 from March 2019 to December 2019. All ayes carried the motion.

#### **Purchase of Police Vehicle.**

Manager Giles requested members approve the purchase of two 2020 Ford Utility Explorers for the Police Department from Jorgensen Ford through the MiDeal Program in the amount of \$49,294.04 each.

Discussion was held.

Moved by Reed, supported by Kubin, to approve the purchase of two 2020 Ford Utility Explorers for the Police Department from Jorgensen Ford through the MiDeal Program in an amount not to exceed \$100,000.00. All ayes carried the motion.

**City Manager Report.**

Discussion was held regarding the use of the Frederickson Property.

The audit is complete and is expected to be presented at the January 15<sup>th</sup> Meeting.

**City Clerk Report.**

None.

**Police Chief Report.**

Chief Ramereiz stated the Nixel text program is no longer available because of the cost. The alerts will still be posted to social media.

Discussion was held regarding Community Service.

**Council Comments.**

Member Allen stated she felt this year's Christmas Parade was one of the better ones.

**Public Comment.**

Kevin Murphy of 520 Teaman Street stated he is disabled and has a pot belly pig.

Discussion was held.

Kevin Murphy will bring paper work to Chief Ramereiz.

DDA Director Hansen stated he wished people knew the amount of time and effort that goes into topics and decisions.

**Adjournment.**

Moved by Kubin, supported by Reed, to adjourn at 8:35 p.m. All ayes carried the motion.

Bobbie Marr, City Clerk

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. A - 1 TRUCK PARTS INC	216.84		
2. ABC FASTENER GROUP, INC.	68.14		
3. AIM SURPLUS	162.99		
4. AMAZON.COM	321.88		
5. ANGELICA SMITH	50.00		
6. APEX SOFTWARE	340.00		
7. ARCADA TOWNSHIP	4,507.93		
8. B & C JANITORIAL	240.00		
9. BADER & SONS CO.	269.21		
10. BAKER & TAYLOR INC	58.98		
11. BLARNEY CASTLE FLEET PROGRAM	3,982.37		
12. BLUETARP FINANCIAL	229.98		
13. BOLAND TIRE, INC	2,536.45		
14. BUILDERS FIRST SOURCE	198.40		
15. BUSSELL-GILBY, STORMIE	184.07		
16. CAMBRIDGE WOODS	8.43		
17. CHARTER COMMUNICATIONS	179.97		
18. CHEMICAL BANK	3,780.75		
19. CINTAS	43.74		
20. CITY OF ST LOUIS, PAYROLL	105,378.93		
21. CONSUMERS ENERGY	5,582.76		
22. CRYSTAL PURE WATER INC.	138.00		
23. DBI BUSINESS INTERIORS	267.45		
24. DISCOUNT TIRE & BATTERY	68.00		
25. ENVIRONMENTAL SYSTEMS RESEARCH INST	700.00		
26. ETNA SUPPLY COMPANY	282.20		
27. FACEBOOK ADS	22.63		
28. FAMILY FARM & HOME	33.96		
29. FIRST UNITED METHODIST CHURCH	280.80		
30. FORTINO PLAXTON COSTANZO PC	140.00		
31. GALCO INDUSTRIAL ELECTRONICS	178.69		
32. GIRARD, MICHAEL	373.46		
33. GRATIOT AREA WATER AUTHORITY	53,285.61		
34. GRATIOT COUNTY HERALD	171.00		
35. GREATAMERICA LEASING CORP	500.81		
36. JEFF SINKO-FINAL TOUCH	780.00		
37. LEGACY PIZZA	36.89		
38. MAIN STREET PIZZA	9.80		
39. MEDLER ELECTRIC COMPANY	208.97		
40. MICHIGAN ASSESSORS ASSOCIATION	90.00		
41. MICHIGAN ASSOCIATION OF CPAS	192.00		
42. MICHIGAN CAT	830.24		
43. MICHIGAN PIPE & VALVE	250.00		
44. MICHIGAN PUBLIC POWER AGENCY	165,980.06		
45. MICHIGAN TECH UNIVERSITY	25.00		
46. MICROSOFT ONLINE	492.00		
47. MIDMICHIGAN HEALTH	525.00		
48. MISS DIG SYSTEM, INC	1,824.77		
49. MWEA	990.00		
50. NEOPOST USA	714.01		

User: JAMIE

EXP CHECK RUN DATES 12/18/2018 - 12/18/2018

DB: St Louis

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: 0001

Claimant	Amount Claimed	Amount Owed	Amount Rejected
51. NORTHERN SAFETY CO INC	244.64		
52. NYE UNIFORM	86.31		
53. OFFICE OF HUMAN SERVICES	125.87		
54. PARAGON LABORATORIES, INC	75.00		
55. PEOPLELINK, LLC	182.38		
56. PETER'S HARDWARE	157.25		
57. PINE RIVER AUTOMOTIVE	349.00		
58. PINE RIVER TOWNSHIP	1,058.89		
59. POWER LINE SUPPLY	2,428.36		
60. PRO-VISION, INC	610.00		
61. QUILL CORPORATION	115.96		
62. RADISSON HOTEL LANSING	64.86		
63. REAL ALLIANCE, LLC	8.18		
64. SCOTLAND OIL COMPANY, INC	563.20		
65. SELF SERVE LUMBER COMPANY	237.31		
66. SHEPLEY APARTMENTS	13.76		
67. SHULTS EQUIPMENT, LLC	895.66		
68. SOLOMON CORPORATION	6,115.00		
69. SPICER GROUP	1,575.00		
70. STATE OF MICHIGAN	7,318.42		
71. STATE OF MICHIGAN	8,585.09		
72. STEVE FLICEK	405.00		
73. TAMMY KINDER	50.00		
74. TECHSOUP GLOBAL	55.00		
75. THE BAKERS DOZEN	13.06		
76. THEKA ASSOCIATES, INC	5,606.79		
77. TIM THELEN	75.00		
78. TRANSUNION RISK & ALTERNATIVE	25.00		
79. TRIVALENT GROUP, INC.	3,718.98		
80. U.S. POST OFFICE	3,000.00		
81. USA BLUE BOOK	898.61		
82. WARD'S EXCAVATING, LLC	690.00		
83. WHITE PINE LIBRARY COOPERATIVE	2,412.75		
84. WINN TELECOM	1,520.59		
85. WOODLAND ESTATES	16.64		
***TOTAL ALL CLAIMS***	407,030.73		

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
<b>VENDOR NAME: AA - 1 TRUCK PARTS INC</b>					
198-358452	N	#32 HEADLIGHT	661.442.930.000.9032	13.22	13.22
198-358573	N	FUEL FILTER	661.442.726.000	130.18	130.18
198-358538	N	RAIN CAP	661.442.930.000.9059	10.25	10.25
198-358830	N	TAPE-SNOW PUSHER	582.582.726.000	1.89	1.89
198-358612	N	WASHER SOLVENT/PRIME 50/50 ALLM	661.442.930.582	78.48	78.48
TOTAL VENDOR AA -					234.02
<b>VENDOR NAME: ABBOTT MARK</b>					
12172018	N	MEETING SUPPLIES	101.441.726.000	31.80	31.80
TOTAL VENDOR ABBOT					31.80
<b>VENDOR NAME: AKT PEERLESS</b>					
53315	N	ENVIRONMENTAL ASSESSMENT 220 WEST WASHI	101.728.801.000	1,485.00	1,485.00
TOTAL VENDOR AKT P					1,485.00
<b>VENDOR NAME: ALMA CHRYSLER JEEP DODGE</b>					
133315	N	2016 DODGE CHARGER REPAIRS	205.301.930.000	1,411.95	1,411.95
133002	N	BACK CAMERA REPAIRS-2016 CHARGER REPAIR	205.301.930.000	99.00	99.00
TOTAL VENDOR ALMA					1,510.95
<b>VENDOR NAME: ALMA CITY CLEANERS</b>					
12182018	N	UNIFORM CLEANING-NOV 2018	205.301.820.000	124.50	124.50
TOTAL VENDOR ALMA					124.50
<b>VENDOR NAME: ALMA HARDWARE</b>					
C263273	N	NUT BOLT SCREW	101.441.726.000	3.44	3.44
TOTAL VENDOR ALMA					3.44
<b>VENDOR NAME: AMAZON.COM</b>					
12202018	N	BOOKS/DVDS	271.790.746.000	24.00	78.15
			271.790.748.000	54.15	
TOTAL VENDOR AMAZO					78.15
<b>VENDOR NAME: APEX MARINE, INC</b>					
12182018	N	MPPA-ENERGY PROGRAM	582.582.818.018	2,503.46	2,503.46
TOTAL VENDOR APEX					2,503.46
<b>VENDOR NAME: BADER &amp; SONS CO.</b>					
665489	N	CHAIN SAW CHAIN	582.582.726.000	20.00	20.00
665487	N	CHAIN SAW CHAINS	582.582.726.000	61.95	61.95
665192	N	HARDWARE FOR SAW-M10 NUT	101.441.726.000	2.98	2.98
668504	N	14"BAR	101.441.726.000	63.90	63.90
669263	N	2 CHAIN SAWS	101.441.967.000	205.92	205.92
TOTAL VENDOR BADER					354.75
<b>VENDOR NAME: BAKER &amp; TAYLOR INC</b>					

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS \ AMOUNTS		AMOUNT
<b>VENDOR NAME: BAKER &amp; TAYLOR INC</b>					
2034201928	N	BOOKS/AUDIO BOOKS	271.790.745.000	52.61	255.24
			271.790.746.000	131.77	
			271.790.748.000	70.86	
2034187514	N	BOOK	271.790.746.000	10.79	10.79
TOTAL VENDOR BAKER					266.03
<b>VENDOR NAME: BERTHIAUME &amp; COMPANY</b>					
12262018	N	AUDITS FOR YEAR ENDED JUNE 2018	101.260.801.000	2,652.00	15,900.00
			582.582.801.000	2,652.00	
			592.590.801.000	2,652.00	
			596.596.801.000	2,652.00	
			592.591.801.000	5,292.00	
TOTAL VENDOR BERTH					15,900.00
<b>VENDOR NAME: BRODART COMPANY</b>					
B5496922	N	BOOKS	271.790.746.000	53.10	53.10
TOTAL VENDOR BRODA					53.10
<b>VENDOR NAME: CHARTER COMMUNICATIONS</b>					
0044173121418	N	CABLE/INTERNET-ELECTRIC	582.582.850.000	53.70	53.70
TOTAL VENDOR CHART					53.70
<b>VENDOR NAME: CINTAS</b>					
346512764	N	SHOP TOWELS	582.582.726.000	43.74	43.74
TOTAL VENDOR CINTA					43.74
<b>VENDOR NAME: CITY OF ALMA</b>					
18-0001181	N	BAC T TESTING NOV 2018	592.591.818.000	160.00	160.00
TOTAL VENDOR CITY					160.00
<b>VENDOR NAME: CONSUMERS ENERGY</b>					
601011544258	N	ENERGY CHARGES 299 WEST STATE	592.591.920.000	101.51	101.51
TOTAL VENDOR CONSU					101.51
<b>VENDOR NAME: DBI BUSINESS INTERIORS</b>					
67797-0	N	PAPER/CALENDARS	271.790.726.000	58.08	201.68
67800-0	N	PAPER/CALENDAR/BATTERY BACKUP	205.301.726.000	121.89	
			101.265.726.000	79.79	
67803-0	N	INK RETURNS	101.265.726.000	(53.98)	(53.98)
TOTAL VENDOR DBI B					205.78
<b>VENDOR NAME: DELTA DENTAL</b>					
RIS0002101305	N	RETIREE DENTAL INS	101.000.264.000	33.25	33.25

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
<b>VENDOR NAME: DELTA DENTAL</b>					
TOTAL VENDOR DELTA					33.25
<b>VENDOR NAME: EXTREME CLEAN 24/7</b>					
NOV 18	N	CAR WASHES-POLICE	205.301.930.000	142.80	142.80
TOTAL VENDOR EXTRE					142.80
<b>VENDOR NAME: FAMILY FARM &amp; HOME</b>					
14552/5	N	PKUG/RATCHET	592.591.726.000	32.48	32.48
TOTAL VENDOR FAMIL					32.48
<b>VENDOR NAME: FISHBECK, THOMPSON, CARR &amp; HUBER</b>					
379730	N	ENGINEERING EPA	492.900.801.000.4009	545.20	545.20
TOTAL VENDOR FISHB					545.20
<b>VENDOR NAME: FLEGEL TECH REPAIR LLC</b>					
STLMIOE232	N	IPAD REPAIR/EMAIL ATTACHMENT FIX	101.441.801.000	40.00	80.00
			101.101.956.000	40.00	
TOTAL VENDOR FLEGE					80.00
<b>VENDOR NAME: GRAFX CENTRAL INC</b>					
49316	N	BUSINESS CARDS-DORI FOSTER	101.371.726.000	71.78	71.78
TOTAL VENDOR GRAFX					71.78
<b>VENDOR NAME: H.J. UMBAUGH &amp; ASSOCIATES</b>					
155543	N	CASH ADVISORY FEES	582.000.665.000	302.89	631.01
			592.000.665.000	328.12	
TOTAL VENDOR H.J.					631.01
<b>VENDOR NAME: JANSON EQUIPMENT COMPANY</b>					
T355162	N	FUEL FILTER #32	661.442.930.000.9032	61.35	61.35
TOTAL VENDOR JANSO					61.35
<b>VENDOR NAME: JEFF SINKO-FINAL TOUCH</b>					
STL-#265B	N	CLEANING CITY BLDG 12/11/18 & 12/16/18	101.265.818.000	390.00	390.00
STL-#266B	N	CLEANING CITY BLDG 12/18/18 & 12/23/18	101.265.818.000	390.00	390.00
TOTAL VENDOR JEFF					780.00
<b>VENDOR NAME: LIBRARY IDEAS LLC</b>					
66392	N	EBOOKS-NOV USAGE	271.790.745.000	25.00	25.00
TOTAL VENDOR LIBRA					25.00
<b>VENDOR NAME: LINDA BADER</b>					
12192018	N	REIMBURSEMENT FOR FACEOOK POSTS	101.735.674.000.0051	30.00	30.00
TOTAL VENDOR LINDA					30.00

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
<b>VENDOR NAME: MARR BOBBIE</b>					
10182018	N	MILEAGE TO CABLE MEETING-OCT 2018	101.260.860.000	23.98	23.98
11282018	N	MILEAGE FOR CABLE MEETING-NOV 2018	101.260.860.000	23.98	23.98
12052018	N	MILEAGE-CABLE MEETING DEC 2018	101.260.860.000	23.98	23.98
12062018	N	MILEAGE-GOVERNMENTAL CONFERENCE	101.260.860.000	57.77	57.77
TOTAL VENDOR MARR					129.71
<b>VENDOR NAME: MEDLER ELECTRIC COMPANY</b>					
S4446513.001	N	TUBING/HEAT SHRINK SLV/PAND HST2	582.582.726.000	231.64	231.64
TOTAL VENDOR MEDLE					231.64
<b>VENDOR NAME: MICHIGAN MUNICIPAL LEAGUE</b>					
5002205	N	PAYROLL AUDIT	101.000.232.000	892.00	892.00
TOTAL VENDOR MICHI					892.00
<b>VENDOR NAME: MICHIGAN PUBLIC POWER AGENCY</b>					
20181218STLO	N	ENERGY SERVICE PROJECT	582.582.921.000	31,608.05	31,608.05
20181225STLO	N	ENERGY SERVICES PROJECT	582.582.921.000	33,956.29	33,956.29
TOTAL VENDOR MICHI					65,564.34
<b>VENDOR NAME: MICHIGAN RURAL WATER ASSOC</b>					
12182018	N	CONFINED SPACE CLASS-DPW	101.441.860.000	700.00	700.00
TOTAL VENDOR MICHI					700.00
<b>VENDOR NAME: MID MICHIGAN CABLE CONSORTIUM</b>					
1 2 0	N	EXTRA CABLE BOX-CITY HALL	101.265.850.000	83.88	83.88
TOTAL VENDOR MID M					83.88
<b>VENDOR NAME: MMAAO</b>					
12172018	N	MMAAO 2019 MEMBERSHIP APPLICATION-T WAR	101.257.728.000	20.00	20.00
TOTAL VENDOR MMAAO					20.00
<b>VENDOR NAME: NORTHERN SAFETY CO INC</b>					
903249357/10180599	N	GLOVES	101.441.726.000	99.82	99.82
TOTAL VENDOR NORTH					99.82
<b>VENDOR NAME: PARAGON LABORATORIES, INC</b>					
2145	N	EPA 200.8 METALS	592.590.818.000	75.00	75.00
TOTAL VENDOR PARAG					75.00
<b>VENDOR NAME: PARKSON CORPORATION</b>					
AR1/51023766	N	FIELD SERVICE-REBUILD OF FINE SCREEN UN	592.590.930.000	5,889.57	5,889.57
TOTAL VENDOR PARKS					5,889.57
<b>VENDOR NAME: PETER'S HARDWARE</b>					
A142673	N	SPRAY PAINT	101.441.726.000	18.00	18.00
A142626	N	PAINT BRUSHES/SPRAY PAINT/INSULATION	661.442.930.000.9024	51.00	51.00
TOTAL VENDOR PETER					69.00

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
<b>VENDOR NAME: PINE RIVER AUTOMOTIVE</b>					
10184-695133	N	WASHER SOLVENT/DIESEL EXHAUST FLUID(SHO	661.442.726.000	66.81	66.81
10184-695342	N	OIL FILTER	661.442.930.582	5.42	5.42
10184-694872	N	REPLACEMENT GRINDER	101.441.726.000	208.99	208.99
10184-695021	N	BRAKE CLEAN AND BATTERIES	101.441.726.000	199.64	199.64
10184-694871	N	HAND BALM	101.441.726.000	14.98	14.98
10184-695764	N	LED WORK LIGHT/GLOVES/GREASE GUN/MICROF	592.590.726.000	23.89	75.52
			592.591.726.000	51.63	
TOTAL VENDOR PINE					571.36
<b>VENDOR NAME: POWER LINE SUPPLY</b>					
56322454	N	BOARD CIRCUIT/TRIGGER GUARD/LABELS/EVALU	582.582.726.000	433.89	433.89
56322737	N	LED BRONZE SERIES FIXTURE	582.582.726.000	1,111.12	1,111.12
56322764	N	LED BRONZE SERIES FIXTURE	582.582.726.000	1,111.12	1,111.12
56322765	N	LED BRONZE SERIES FIXTURE	582.582.726.000	1,111.12	1,111.12
TOTAL VENDOR POWER					3,767.25
<b>VENDOR NAME: REPUBLIC SERVICES #239</b>					
0239-002307133	N	SOLID WASTE SERVICE NOV 2018	596.596.818.000	12,467.88	12,467.88
0239-002308157	N	DUMPSTER SERVICE	592.890.818.000	285.60	571.69
			592.590.818.000	286.09	
TOTAL VENDOR REPUB					13,039.57
<b>VENDOR NAME: RICHLAND TOWNSHIP</b>					
12172018	N	REIMBURSEMENT FOR INCORRECT BILLING INV	492.000.001.005	341.54	341.54
TOTAL VENDOR RICHL					341.54
<b>VENDOR NAME: ROBINSON ELECTRICAL &amp; MECHANIC</b>					
000178	N	PRISON LIFT STATION REPAIRS	592.890.930.000	520.00	520.00
TOTAL VENDOR ROBIN					520.00
<b>VENDOR NAME: RS TECHNICAL INC.</b>					
20983	N	FIELD SERVICE INSTALL OUTLET-WWTP	592.590.930.000	82.50	82.50
TOTAL VENDOR RS TE					82.50
<b>VENDOR NAME: SELF SERVE LUMBER COMPANY</b>					
193039	N	BARNUM SIGN	101.770.726.000	21.27	21.27
TOTAL VENDOR SELF					21.27
<b>VENDOR NAME: SHARE CORPORATION</b>					
77388	N	PRY BAR SET	661.442.726.000	233.50	233.50
TOTAL VENDOR SHARE					233.50
<b>VENDOR NAME: SHRED-IT USA INC</b>					
8126161464	N	SHREDDING SERVICE	101.265.818.000	155.42	155.42
TOTAL VENDOR SHRED					155.42

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
<b>VENDOR NAME: SHULTS EQUIPMENT, LLC</b>					
0104546-IN	N	SNOW SCRAPER BLADES	661.442.726.000	247.50	247.50
0104547-IN	N	RUBBER BLADE EDGE	661.442.930.000.9047	282.55	282.55
TOTAL VENDOR SHULT					530.05
<b>VENDOR NAME: SPICER GROUP</b>					
194148	N	PROFESSIONAL SERVICES-MICHIGAN AVE/PINE	592.591.801.000	500.00	500.00
194147	N	PROFESSIONAL SERVICES-MAPLE STREET INFR	203.463.801.000	3,252.00	3,252.00
TOTAL VENDOR SPICE					3,752.00
<b>VENDOR NAME: ST. LOUIS - PAYROLLCITY OF ST</b>					
12162018	N	GROSS WAGES PAY ENDING 12/16/18	101.000.001.056	105,454.13	105,454.13
12142018	N	WAGES-ANNUAL APPRECIATION	101.000.001.056	4,569.85	4,569.85
12182019	N	ADDITIONAL MERS	101.000.001.056	34,122.99	34,122.99
TOTAL VENDOR ST. L					144,146.97
<b>VENDOR NAME: STATE OF MICHIGAN</b>					
761-10394436	N	ANNUAL BIOSOLIDS LAND APPLICATION FEE	592.590.803.000	2,814.88	2,814.88
551-529350	N	TOKEN FEE 10/01/18-12/31/18	205.301.801.000	66.00	66.00
TOTAL VENDOR STATE					2,880.88
<b>VENDOR NAME: SUMMIT COMPANIES</b>					
1330236	N	ANNUAL FIRE EXTINGUISHER INSPECTION	101.441.818.000	1,156.23	1,156.23
1331348	N	ANNUAL FIRE EXTINGUISHER INSPECTION-WAS	592.590.818.000	1,992.86	1,992.86
1486239	N	ANNUAL FIRE EXTINGUISHER INSPECTION-ELE	582.582.818.000	157.12	157.12
1331364	N	ANNUAL FIRE EXTINGUISHER INSPECTION-ELE	582.582.726.000	1,060.19	1,060.19
TOTAL VENDOR SUMMI					4,366.40
<b>VENDOR NAME: T.H. EIFERT</b>					
106356	N	SLUDGE PIPING MODIFICATION	592.590.930.000	13,550.00	13,550.00
TOTAL VENDOR T.H.					13,550.00
<b>VENDOR NAME: THE SHOP GRAPHICS AND DESIGN</b>					
151	N	GARAGE DOOR STICKERS	101.441.726.000	50.00	50.00
TOTAL VENDOR THE S					50.00
<b>VENDOR NAME: USA BLUE BOOK</b>					
759421	N	HIGH-PERFORMANCE AMMONIA ISE	592.590.726.000	692.95	692.95
TOTAL VENDOR USA B					692.95
<b>VENDOR NAME: VERIZON WIRELESS</b>					
9820019033	N	IPAD MONTHLY FEE	592.592.850.000	123.30	294.60
			592.591.850.000	45.71	
			582.582.850.000	84.51	
			592.590.850.000	20.54	
			101.371.850.000	20.54	

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
<b>VENDOR NAME: VERIZON WIRELESS</b>					
9820438240	N	CELL PHONE CHARGES	205.301.850.000	110.38	369.70
			101.172.850.000	40.01	
			101.257.850.000	40.01	
			582.582.850.000	55.19	
			101.172.850.000	55.19	
			205.301.850.000	48.76	
			101.371.850.000	20.16	
TOTAL VENDOR VERIZ					664.30
<b>VENDOR NAME: WALMART COMMUNITY/RFCSSLIC</b>					
12212018	N	CHRISTMAS DECOR/PLATES/TISSUE/ELECTION	101.215.726.000	77.93	620.30
			592.591.726.000	4.94	
			101.265.726.000	15.13	
			582.582.726.000	28.97	
			101.265.726.000	2.94	
			101.265.726.000	6.88	
			101.441.726.000	119.77	
			101.265.726.000	29.78	
			101.262.726.000	6.96	
			101.735.726.000	32.52	
			592.590.726.000	9.98	
			582.582.726.000	12.23	
			101.265.726.000	33.76	
			582.582.726.000.0001	171.00	
			271.790.726.000	67.51	
TOTAL VENDOR WALMA					620.30
GRAND TOTAL:					289,284.02

## 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**  
**DECEMBER BOARD OF REVIEW MINUTES**  
**December 11<sup>th</sup>, 2018**

City of St. Louis December 11<sup>th</sup>, 2018 Board of Review was called to order by Chairman Don Kelley at 5:00 pm in the City's Multipurpose Room.

Members present: James Kelly, Don Kelley, Tom Reed, Susan Whitford  
Members absent: William Leonard  
Secretary of the Board: Susan Whitford  
Assessor: Teresa Ward

The following petitions were heard:

**Hearing Date: December 11, 2018**  
**Petition #: DBOR 18-01**

Year to be corrected: **2018**  
Parcel Number: **53-250-007-00**  
Name: **Nicholas & Sonya Gibbons**  
Address: **615 Teman St**

2018 Assessed Value:	Before BOR: 46,400	After BOR: 0
2018 Taxable Value:	Before BOR: 40,625	After BOR: 0

(Disabled Veterans Exemption)

Motion made by Tom Reed, supported by James Kelly, to approve the Disabled Veterans Exemption - Motion Carried

**Hearing Date: December 11, 2018**  
**Petition # DBOR 18-02**

Year to be corrected: **2018**  
Parcel Number: **53-800-001-00**  
Name: **Roy & Shannon Palmer**  
Address: **110 S Clinton St**

2018 Assessed Value:	Before BOR: 41,200	After BOR: 0
2018 Taxable Value:	Before BOR: 34,184	After BOR: 0

(Disabled Veteran Exemption)

Motion made by James Kelly, supported by Tom Reed, to approve the Disabled Veterans Exemption. - Motion Carried

**Hearing Date: December 11, 2018**  
**Petition # DBOR 18-03**

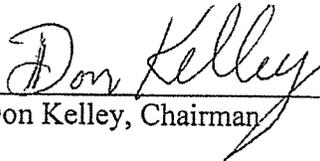
Year to be corrected: **2018**  
Parcel Number: **53-750-033-00**  
Name: **Marilyn McClintic Trust**  
Address: **510 N Main St**

2018 Assessed Value:	Before BOR: 50,800	After BOR: 50,800
2018 Taxable Value:	Before BOR: 43,250	After BOR: 43,250
2018 P.R.E	Before BOR: 0%	After BOR: 100%

(Homeowner's Principal Residence Exemption)

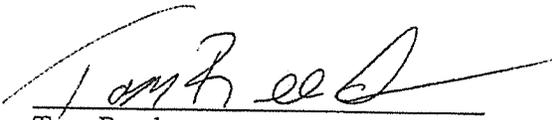
Motion made by James Kelly, supported by Tom Reed, to approve Homeowner's Principal Residence Exemption – Motion Carried

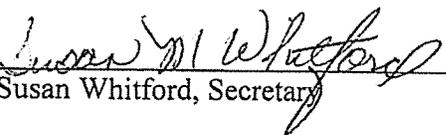
City of St. Louis December Board of Review adjourned on December 11<sup>th</sup>, 2018 at 5:15 pm.

  
\_\_\_\_\_  
Don Kelley, Chairman

  
\_\_\_\_\_  
James Kelly, Member

\_\_\_\_\_  
William Leonard, Member

  
\_\_\_\_\_  
Tom Reed

  
\_\_\_\_\_  
Susan Whitford, Secretary

# BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan  
Agenda Statement

City Hall Use Only

Item No. 8A

For Meeting of January 2, 2019

ITEM TITLE: WWTP Process Piping Alterations  
SUBMITTED BY: Kurt Giles  
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

---

Approve payment to T.H. Eifert for WWTP Process Piping Alterations in the amount of \$13,550.00.

---

Moved by:

Supported by:

Approve payment to T.H. Eifert for WWTP Process Piping Alterations in the amount of \$13,550.00.

**T. H. Eifert, LLC**  
3302 W. St. Joseph  
Lansing, MI 48917

Phone# : (517) 484-9944  
Fax # (517) 484-1699

JEC 1 3 2018)

Date: 12/06/2018  
Invoice #: 106356  
Customer #: 6225  
Work Order #:  
Dispatch #:  
Service Date: 12/06/2018

**Bill To :**

City of St. Louis WWTP  
404 Prospect Street  
St. Louis, MI 48880

**Job Site :**

St Louis WWTP-Process Piping  
Alterations  
404 Prospect Street  
St. Louis, MI 48880

#P.O. #.

Net 15 days

**Work Done**

# 18058 City of St. Louis W.W.T.P.

Total Amount of Contract	\$ 13,550.00
Total Amount Complete to Date - 100%	\$ 13,550.00
Total Amount Due This Invoice	\$ 13,550.00

Thank you for choosing T. H. Eifert Mechanical Contractors.

**INVOICE TOTALS**

Contract	\$13,550.00
<b>Total Invoice</b>	<b>\$13,550.00</b>

# BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan  
Agenda Statement

City Hall Use Only

Item No. 8b

For Meeting of January 2, 2019

ITEM TITLE: Fine Screen Unit Rebuild  
SUBMITTED BY: Kurt Giles  
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

---

Approve payment to Parkson for Fine Screen Unit Rebuild in the amount of \$5,889.57.

---

Moved by:

Supported by:

Approve payment to Parkson for Fine Screen Unit Rebuild in the amount of \$5,889.57.



P:954-974-6610  
F:954-935-6249

**Invoice**

Please Remit to:  
Parkson Corporation  
PO BOX 863098  
ORLANDO, FL 32886-3098

Invoice : AR1/51023766  
Date : 12-20-2018

Invoice To:  
Saint Louis, MI, City of  
108 W SAGINAW ST  
SAINT LOUIS MI 48880-1529

Ship to :  
City of St. Louis, MI WWTP  
404 E PROSPECT ST  
SAINT LOUIS MI 48880-1899

Business Partner : BP1470288  
Customer PO : 590

Sales Order : 024003805

Item	Description	Quantity	Unit	Price	Unit	Amount
------	-------------	----------	------	-------	------	--------

\*\*\*\*\*  
CUSTOMER CONTACT: PJ MCGILLIS 989-681-3567

0900001	Field Service Field Service 12/3/18 (J. Rojas) Total includes 2 days onsite, travel days & travel expenses	1.0000	ea	5889.57	ea	5889.57
---------	--	--------	----	---------	----	---------

				Total	Total	USD
				Tax Amount		
				0.00		5889.57

Terms of Payment : Net 30 Days  
Terms of Delivery : FOB Origin, Freight Prepay&Add  
Please state with your payment : AR1/51023766  
Due On : Jan-19-2019

\* Any local sales taxes applicable to this order are the responsibility of the purchaser.  
\*\* DELINQUENT ACCOUNTS ARE SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH UNTIL PAID.  
A 2.0% processing fee will be added to all invoices over \$10,000 paid by credit card - Parkson Corporation

# BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan  
Agenda Statement

City Hall Use Only

Item No. 8C

For Meeting of January 2, 2019

ITEM TITLE: Audit for Year Ending June 20, 2018  
SUBMITTED BY: Kurt Giles  
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

---

Approve payment to Berthiaume & Co. for Audit for Year Ending June 20, 2018  
in the amount of \$15,900.00.

---

Moved by:

Supported by:

Approve payment to Berthiaume & Co. for Audit for Year Ending June 20, 2018  
in the amount of \$15,900.00.

INVOICE / STATEMENT

**BERTHIAUME & COMPANY**  
CERTIFIED PUBLIC ACCOUNTANTS  
60 HARROW LANE  
SAGINAW, MICHIGAN 48638

FAX:  
(989)791-1555

TELEPHONE:  
(989)791-1555

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

December 21, 2018

---

FOR PROFESSIONAL SERVICES

**INVOICE**

Audit For Year Ended June 30, 2018, Including Preparation of Form F-65.....	\$ 13,260.00
Single Audit For Year Ended June 30, 2018.....	<u>2,640.00</u>
Total	<u>\$ 15,900.00</u>

**Thank You!**

**Consent Agenda.**

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

- a. Payment No. 8 to Crawford Const. for Wells 10 & 11 Water Transmission Main.
- b. Payment to FTC&H for Water Supply Project Professional Services.
- c. Payment to Spicer for SAW Grant.
- d. Payment to T.H. Eifert for WWTP Project.
- e. Payment to WM. F. Nelson for Switchgear Project.
- f. Cable Consortium Minutes – Informational.
- g. Liaison Committee Minutes – Informational.

Manager Giles stated item “e” was removed from payable until the next meeting.

Moved by Kubin, supported by Reed, to approve/receive Consent Agenda items “a” through “g” with the removal of item “e”. All ayes carried the motion.

**Recess Council Meeting.**

Mayor Kelly recessed the Council Meeting at 6:04 p.m.

Jan. 8, 2018

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

Mayor Kelly called the Oak Grove Cemetery Board of Trustees Meeting to order at 6:04 p.m.

**Cemetery Board Minutes.**

Moved by Trustee Kubin, supported by Trustee Church, to approve the minutes of the regular meeting held on Tuesday, January 3, 2017. All ayes carried the motion.

**Financials.**

Moved by Trustee Church, supported by Trustee Reed, to receive the Financial Reports through December 31, 2017 and place on file. All ayes carried the motion.

**Annual Report.**

The Annual 2017 Oak Grove Cemetery Report was reviewed by the Board of Trustees.

Moved by Trustee Reed, supported by Trustee Church, to receive the 2017 Annual Oak Grove Cemetery Report and place on file. All ayes carried the motion.

**Other Business.**

None.

**Public Comments.**

None.

**Adjournment.**

Moved by Trustee Reed, supported by Trustee Kubin, to adjourn the Oak Grove Cemetery Board of Trustees meeting at 6:07 p.m. All ayes carried the motion.

**Reconvene City Council Meeting.**

Mayor Kelly reconvened the City Council Meeting at 6:07 p.m.

**New Business.**

**Audit Report for Fiscal Year Ending June 30, 2017.**

Finance Director Bobbie Marr gave an overview of the Audit Report for Fiscal Year Ending June 30, 2017. The City was given an Unmodified Opinion, which is the best finding that is given.

Discussion was held.

Moved by Kubin, supported by Reed, to received and place the Audit Report on file. All ayes carried the motion.

Members commended Bobbie.

**Set Public Hearing for Draft 5-Year Parks & Recreation Plan Comments.**

Manager Giles requested Council Members set January 23, 2018 at 6:00 p.m. for Public Comment on the Draft 5-Year Parks & Recreation Plan.

Moved by Reed, supported by Church, to set January 23, 2018 at 6:00 p.m. to hear Public Comment on the Draft 5-Year Parks & Recreation Plan. All ayes carried the motion.

**Appointment of City Board and Commission Members.**

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

Jim Kelly	Board of Review	<b>Vacancies</b>
Sue Whitford	Board of Review	2-Bldg Code Board of Appeals
	Board of Spec. Asses.	1-Parks Commission
	Planning Commission	1-Zoning Board of Appeals
Bill Leonard	Board of Special Asses.	
	Board of Review	
Don Kelley	Board of Review	

ITEM NO. 10B

DATE 1/2/19

## History Transaction Summary by Fee

Fee Name	Adjusted Amounts	Receipted Amounts
Fondations	\$5,742.80	\$5,742.80
Grave Opening Non	\$7,225.00	\$7,225.00
Lot Sale - Resident	\$250.00	\$250.00
Grave Opening Winter	\$875.00	\$875.00
Grave Opening Res	\$3,425.00	\$3,425.00
Cremation Lot - Res	\$1,000.00	\$1,000.00
Cremation Lot - Non	\$700.00	\$700.00
Lot Sale - Non-Res	\$1,100.00	\$1,100.00
	\$20,317.80	\$20,317.80

100

PERIOD ENDING 06/30/2018

GL NUMBER	DESCRIPTION	ACTIVITY FOR	YTD BALANCE	2017-18	AVAILABLE	% BDGT	END BALANCE
		MONTH 06/30/18	06/30/2018	AMENDED BUDGET	BALANCE	USED	06/30/2017
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	259.20	5,333.60	5,000.00	(333.60)	106.67	6,247.20
101.276.634.000	GRAVE OPENINGS	550.00	17,600.00	17,300.00	(300.00)	101.73	13,600.00
101.276.643.000	SALE OF LOTS	269.00	7,944.00	7,500.00	(444.00)	105.92	8,775.00
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	0.00	0.00	0.00	0.00	0.00
101.276.695.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 276 - CEMETERY		1,078.20	30,877.60	29,800.00	(1,077.60)	103.62	28,622.20
TOTAL REVENUES		1,078.20	30,877.60	29,800.00	(1,077.60)	103.62	28,622.20
Expenditures							
Dept 276 - CEMETERY							
101.276.702.000	SALARY & WAGES	7,608.01	37,370.22	37,834.00	463.78	98.77	36,495.50
101.276.710.000	EMPLOYEE BENEFITS	947.91	5,911.58	9,500.00	3,588.42	62.23	5,958.04
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	3,267.63	5,799.70	4,000.00	(1,799.70)	144.99	3,657.70
101.276.728.000	DUE & FEES	0.00	0.00	100.00	100.00	0.00	0.00
101.276.730.000	GAS & FUEL	456.20	683.37	0.00	(683.37)	100.00	319.03
101.276.801.000	PROFESSIONAL SERVICES	0.00	4,848.00	1,000.00	(3,848.00)	484.80	955.00
101.276.804.000	CONTRACT LABOR	2,168.36	17,627.41	15,000.00	(2,627.41)	117.52	9,327.92
101.276.818.000	CONTRACTED SERVICES	0.00	210.00	1,500.00	1,290.00	14.00	4,149.00
101.276.860.000	TRAVEL/CONF/WORKSHOPS	0.00	0.00	1,000.00	1,000.00	0.00	8.03
101.276.895.000	MEMBERSHIP & DUES	0.00	35.00	100.00	65.00	35.00	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	(29.50)	263.50	300.00	36.50	87.83	260.13
101.276.920.000	UTILITIES	354.91	2,209.92	3,000.00	790.08	73.66	2,415.85
101.276.930.000	REPAIRS & MAINTENANCE	156.00	2,926.00	7,000.00	4,074.00	41.80	3,151.52
101.276.943.000	EQUIPMENT RENTAL	1,921.00	17,537.41	23,000.00	5,462.59	76.25	17,863.01
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	1,794.96	1,744.96	2,100.00	355.04	83.09	439.96
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		18,645.48	97,167.07	105,734.00	8,566.93	91.90	85,035.69
TOTAL EXPENDITURES		18,645.48	97,167.07	105,734.00	8,566.93	91.90	85,035.69
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		1,078.20	30,877.60	29,800.00	(1,077.60)	103.62	28,622.20
TOTAL EXPENDITURES		18,645.48	97,167.07	105,734.00	8,566.93	91.90	85,035.69
NET OF REVENUES & EXPENDITURES		(17,567.28)	(66,289.47)	(75,934.00)	(9,644.53)	87.30	(56,413.49)

PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 12/31/18	YTD BALANCE 12/31/2018	2018-19 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED	END BALANCE 06/30/2018
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	0.00	2,637.20	5,000.00	2,362.80	52.74	5,333.60
101.276.634.000	GRAVE OPENINGS	0.00	3,700.00	15,000.00	11,300.00	24.67	17,600.00
101.276.643.000	SALE OF LOTS	187.50	900.00	7,500.00	6,600.00	12.00	7,944.00
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	(375.00)	0.00	375.00	100.00	0.00
101.276.695.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 276 - CEMETERY		187.50	6,862.20	27,500.00	20,637.80	24.95	30,877.60
TOTAL REVENUES		187.50	6,862.20	27,500.00	20,637.80	24.95	30,877.60
Expenditures							
Dept 276 - CEMETERY							
101.276.702.000	SALARY & WAGES	426.17	14,893.10	43,092.00	28,198.90	34.56	37,370.22
101.276.710.000	EMPLOYEE BENEFITS	134.43	2,369.66	9,760.00	7,390.34	24.28	5,911.58
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	187.88	3,239.82	4,000.00	760.18	81.00	5,799.70
101.276.728.000	DUE & FEES	0.00	0.00	0.00	0.00	0.00	0.00
101.276.730.000	GAS & FUEL	0.00	627.44	320.00	(307.44)	196.08	683.37
101.276.801.000	PROFESSIONAL SERVICES	0.00	0.00	650.00	650.00	0.00	4,848.00
101.276.804.000	CONTRACT LABOR	1,445.57	11,605.12	16,700.00	5,094.88	69.49	17,627.41
101.276.818.000	CONTRACTED SERVICES	0.00	0.00	500.00	500.00	0.00	210.00
101.276.860.000	TRAVEL/CONF/WORKSHOPS	0.00	0.00	0.00	0.00	0.00	0.00
101.276.895.000	MEMBERSHIP & DUES	0.00	0.00	35.00	35.00	0.00	35.00
101.276.900.000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
101.276.910.000	INSURANCE & BONDS	0.00	0.00	350.00	350.00	0.00	263.50
101.276.920.000	UTILITIES	211.38	764.19	3,000.00	2,235.81	25.47	2,209.92
101.276.930.000	REPAIRS & MAINTENANCE	0.00	419.00	6,500.00	6,081.00	6.45	2,926.00
101.276.943.000	EQUIPMENT RENTAL	18.86	9,176.17	22,614.00	13,437.83	40.58	17,537.41
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	2,100.00	2,100.00	0.00	1,744.96
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		2,424.29	43,094.50	109,621.00	66,526.50	39.31	97,167.07
TOTAL EXPENDITURES		2,424.29	43,094.50	109,621.00	66,526.50	39.31	97,167.07
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		187.50	6,862.20	27,500.00	20,637.80	24.95	30,877.60
TOTAL EXPENDITURES		2,424.29	43,094.50	109,621.00	66,526.50	39.31	97,167.07
NET OF REVENUES & EXPENDITURES		(2,236.79)	(36,232.30)	(82,121.00)	(45,888.70)	44.12	(66,289.47)

12/27/2018 01:46 PM  
User: BOBBIE  
DB: St Louis

ACCOUNT BALANCE REPORT FOR CITY OF ST. LOUIS  
PERIOD ENDING 12/31/2018

GL NUMBER	DESCRIPTION	BALANCE 12/31/2017	END BALANCE 12/31/2018
101.000.017.276	RESTRICTED CASH - CEMETERY ROADS	29,981.46	30,895.42
Total - All Funds:		29,981.46	30,895.42

**APPROVAL OF BOARD MEMBERS**  
**January 2019**

ITEM NO. 15A

DATE 1/2/19

---

<u>Name</u>	<u>Board</u>	<u>Vacancies</u>
Jim Kelly	Board of Review	1-Zoning Board of Appeals 1-Bldg Code Board of Appeals
Sue Whitford	Board of Review Board of Spec. Asses. Zoning Board of Appeals	1-Housing Commission 1-Library Board 1-Parks Commission
Bill Leonard	Board of Special Asses. Board of Review Housing Commission	
Don Kelley	Board of Review	
Tom Reed	Board of Review	
Mary Peterman	DDA Board	
Carla McDaid	DDA Board	
George Kubin	DDA Board	
Holly Branan-Harris	Library Board	
Mary Reed	Parks & Rec.	
Dorothy Trgina	Parks & Rec.	
Kevin Palmer	Planning Commission	
Sean Kelly	Planning Commission	
Amanda Kelly	Planning Commission	

# BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan  
Agenda Statement

City Hall Use Only

Item No. 15 B

For Meeting of January 2, 2019

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 2019.

---

Moved by:

Supported by:

Approve to designate the Morning Sun and Gratiot County Herald as the City Official Newspapers for the year 2019.

# BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan  
Agenda Statement

City Hall Use Only

Item No. 150

For Meeting of January 2, 2019

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

SUMMARY EXPLANATION:

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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, CLASS and Huntington Bank as the Official Depositories for the year 2019.

---

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, CLASS and Huntington Bank as the Official Depositories for the year 2019.

**PERFORMANCE**  
**RESOLUTION FOR GOVERNMENTAL BODIES**  
**2019-01**

ITEM NO. 15E

DATE 1/2/19

Minutes of a Regular meeting of the City Council of the City of St. Louis, County of Gratiot, Michigan held on the 2<sup>ND</sup> day of January, 2019, at 6:00 P.M.

Present: Mayor James C. Kelly, Melissa A. Allen, Jerry L. Church, George T Kubin,  
Thomas L. 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 Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

**RESOLVED WHEREAS**, the City of St. Louis

hereinafter referred to as the "GOVERNMENTAL AGENCY," 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 Highway 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 AGENCY agrees that:

1. 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, 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.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful act of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENT AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S

specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.

4. The GOVERNMENTAL AGENCY 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.
5. The GOVERNMENTAL AGENCY, will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to the PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY 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.
7. 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.
8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY 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 AGENCY 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 DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Name:

Kurt Giles

Keith Risdon

Title:

City Manager

Utilities Director

Yeas:  
Nays: None

**Resolution Declared Adopted** this 2<sup>nd</sup> day of January, 2019.

---

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 2, 2019.

---

Mari Anne Ryder, City Clerk

DATE 1/2/19

**MariAnne Ryder**

---

**From:** Kurt Giles  
**Sent:** Thursday, December 27, 2018 11:14 AM  
**To:** MariAnne Ryder  
**Cc:** Keith Risdon; Mike Parsons  
**Subject:** FW: State Compliance Capacity Authorization Letter  
**Attachments:** MPPA CapAuth - Stlo.pdf

Hi Mari Anne,  
Following and attached is a business item for next Tuesday.  
Thanks,  
Kurt

---

**From:** Keith Parrott [mailto:KParrott@mpower.org]  
**Sent:** Thursday, December 27, 2018 11:09 AM  
**To:** Kurt Giles <kgiles@stlouismi.com>; Keith Risdon <krisdon@stlouismi.com>  
**Cc:** Brent Henry <BHenry@mpower.org>; Patrick Bowland <PBowland@mpower.org>  
**Subject:** State Compliance Capacity Authorization Letter

Good Morning,

The State of Michigan is requiring municipal utilities to file resource adequacy reports to the MPSC showing how you plan to meet at least 95% of your expected capacity requirements. MPPA Staff is recommending that our members each be 95% compliant by acquiring the necessary capacity through planning year 2022/2023 before the filing that has to be made in February 2019. We are also recommending that internal transfers be made at fair market value within MPPA so municipals with extra capacity cover those with deficient capacity below the 95% threshold.

Your municipal has been identified as being one of the cities with deficient capacity. Please execute the attached Authorization Letter to remedy the situation.

I am hoping to get all returned authorizations by **January 18th**, let me know if you will not have it back by then or if there are any questions you would like to discuss.

Thank you and I look forward to your reply.

Keith Parrott | Senior Engineer – Generation Services



Michigan Public Power Agency  
809 Centennial Way, Lansing, MI 48917  
Office: 517-323-8919 x116 | Mobile: 517-525-3605  
[kparrott@mpower.org](mailto:kparrott@mpower.org) | [www.mpower.org](http://www.mpower.org)

This electronic mail transmission and any attachments are confidential and may be privileged. They should be read or retained only by the intended recipient. If you have received this transmission in error, please notify the sender immediately and delete the transmission from your system.



December 27, 2018

Subject: Letter of Authorization

The City of St Louis, through its Member Authorized Representative, hereby authorizes a purchase of Capacity that is intended to meet the compliance requirements of the State of Michigan under Public Act 341. The purchase is made by Michigan Public Power Agency as a Purchase Power Commitment as defined in the Energy Services Agreement on behalf of St Louis in the Amount and Term(s) of:

<u>Planning Year</u>	<u>Up to Capacity, KW</u>	<u>Max Authorized Purchase Price, per KW-Month</u>
Jun 1, 2020 to May 31, 2021	500	\$2.50

Maximum commitment = \$15,000

Member Authorized Representative:

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan  
Agenda Statement

City Hall Use Only

Item No. 15 G

For Meeting of January 2, 2019

ITEM TITLE: Shed Repair at DPW  
SUBMITTED BY: Kurt Giles  
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

---

Approve Shed Repairs at DPW by C & D Builders in the amount of \$9,945.00.

---

Moved by:

Supported by:

Approve Shed Repairs at DPW by C & D Builders in the amount of \$9,945.00.



# St. Louis Public Works

320 E. Prospect Street, St. Louis, MI 48880

989-681-3644 Office, 989-681-5113 Fax

mabbott@stlouismi.com

## Memo

December 27, 2018

To: Kurt Giles, Keith Risdon

From: Mark Abbott *M.A.*

Subject: Shed repair at DPW

With our tentative agreement for closing the claim with MML concerning the shed fire at Public Works I am requesting approval to proceed with this work. Please find attached quotes from Freed Construction and C & D Builders for these repairs. We have used both of these contractors multiple times in the past with excellent results. Both quotes are comparable for the work to be done. C & D Builders quote of \$9945 is \$5690 less than the Freed quote of \$15,635. I have spoken with both contractors and I believe both prepared their bids with the correct scope of work in mind. It is my intention to begin work as soon as possible to have the shed repaired before hard freeze would hold the work up till spring.

Please review this matter with City Council and advise me of how to proceed.



# C & D BUILDERS

Licensed & Insured

Dennis Thompson (Owner)  
 (989) 576-1216 (Cell)  
 (989) 681-2656

586 E. Adams  
 St. Louis, MI 48880  
 License # 2101048471

Proposal

PROPOSAL NO. <b>79772</b>	DATE <b>10-26-18</b>
BID NO.	ARCHITECT —
PHONE NO.	DATE OF PLANS —
WORK TO BE PERFORMED AT: <b>ST. LOUIS DPW</b>	

TO **CITY OF ST. LOUIS**

ADDRESS:  
**ST. LOUIS MI. 48880**

We hereby propose to furnish the materials and perform the labor necessary for the completion of CARPORT STYLE BUILDING  
(FIRE DAMAGE)

Area below for additional description and/or drawings:

**REMOVAL & REBUILD APRX. 46 FT. OF CARPORT STORAGE BUILDING.**

- REPLACE 6X6 POST
- REPLACE ~~2X12~~ HEADERS (2X12)
- REPLACE 2X10 FACEBOARDS
- REPLACE ALUM. SOFFIT & 11" ALUM FASCIA
- NEW 2X4 PERLIN'S - SIDEWALLS & ROOF
- NEW 2X8 ROOF RAFTERS
- REPLACE ROOF STEEL (WHITE)
- REPLACE SIDEWALL STEEL (RED)
- NEW O.S. CORNER'S (WHITE)

**TOTAL COST - MATERIAL & LABOR**  
**\$9945.00**

THANK YOU!  
 Dennis Thompson

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of ninety nine hundred forty five Dollars (\$ 9945.00 ) with payments to be made as follows.  
**BALANCE UPON COMPLETION.**

**ACCEPTANCE OF PROPOSAL** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



# FREED CONSTRUCTION COMPANY

General Contractor

1497 Wright Avenue  
Alma, MI 48801

Telephone: (989) 463-8611  
Fax: (989) 463-2192

November 8, 2018

City of St. Louis  
300 North Mill Street  
St. Louis, MI 48880

**ATTENTION: MARK ABBOTT**

**RE: THREE SIDED COLD STORAGE BUILDING FIRE DAMAGE**

Obtain building permit.

Remove damaged portion of existing building.

Install: 6" x 6" .60 treated posts a minimum of 42" below grade on cast in place concrete footings where damaged posts were removed.

Double 2" x 12" carriers at east and west sides.

2" x 8" rafters 4' on center.

2" x 4" purlins and girts 2' on center.

Three rows of 2" x 12" on interior side of west wall.

Sub-fascia to match existing.

29 gauge Imperial rib steel on sidewalls and roof including all necessary trims (color and profile to match existing as close as possible).

White aluminum soffit and fascia including necessary trims (profile to match existing as close as possible).

*Clean up and remove project related debris.*

<i>DEMO &amp; DUMPSTERS</i>	<i>\$ 1,840.00</i>
<i>POST HOLES &amp; CONCRETE</i>	<i>1,210.00</i>
<i>MATERIALS</i>	<i>5,645.00</i>
<i>LABOR</i>	<i><u>6,940.00</u></i>
<i>TOTAL</i>	<i><u>\$15,635.00</u></i>

*This quote good for 30 days.*

*.... continued on page 2*

We appreciate the opportunity to quote this project for you.

Submitted by,

*Kevin Jerome*

Kevin Jerome, for  
Freed Construction Co., Inc.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified.

Signature \_\_\_\_\_ Date \_\_\_\_\_

ITEM NO. 15 H

DATE 1/2/19

## 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: 75 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 2019 growing season. Gadde Farms will pay the City of St. Louis a total of \$9,260.00 due on December 30, 2019. 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

12-19-18  
Date

# BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan  
Agenda Statement

City Hall Use Only

Item No. 15 I

For Meeting of January 2, 2019

ITEM TITLE: Environmental Assessment Proposal  
SUBMITTED BY: Kurt Giles  
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

---

Approve Environmental Assessment Proposal for 220 West Washington (former Clark Station) from AKT Peerless in the amount of \$26,000.00 to be reimbursed by grant funds.

---

Moved by:

Supported by:

Approve Environmental Assessment Proposal for 220 West Washington (former Clark Station) from AKT Peerless in the amount of \$26,000.00 to be reimbursed by grant funds.



214 Janes Avenue  
Saginaw, Michigan 48607  
T 989-754-9896  
[www.aktpeerless.com](http://www.aktpeerless.com)

November 6, 2018

Mr. Kurt Giles  
**City of St. Louis**  
300 North Mill Street  
St. Louis, Michigan 48880

Subject: Environmental Assessment Proposal  
Former Clark Station  
220 West Washington Avenue  
St. Louis, Michigan 48880  
AKT Peerless Proposal No.: PS-23551

Mr. Giles:

AKT Peerless Environmental Services (AKT Peerless) appreciates the opportunity to present the attached environmental assessment proposal to conduct: (1) Phase I Environmental Site Assessment, (2) Phase II Environmental Site Assessment, (3) Baseline Environmental Assessment (BEA) and (4) Plan for Compliance with Section 20107a at 220 West Washington Avenue in St. Louis, Michigan.

AKT Peerless will implement work immediately upon your authorization to proceed. AKT Peerless' maximum estimated cost to complete the proposed scope of work is \$26,000.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 989.754.9896 or via email at [jon@aktpeerless.com](mailto:jon@aktpeerless.com).

Sincerely,

Jon A. Hirschenberger, CPG  
Group Leader

Enclosure

JAH

Enclosure

a better environment for your business.



# **ENVIRONMENTAL ASSESSMENT SERVICES PROPOSAL**

## **SUBJECT PROPERTY**

Former Clark Station  
Facility Identification 003779  
220 West Washington Avenue  
St. Louis, Michigan

**PREPARED FOR** Mr. Kurt Giles  
City of St. Louis  
300 North Mill Street  
St. Louis, Michigan  
48880

**PROPOSAL #** PS-23551

**DATE** November 6, 2018

# ENVIRONMENTAL ASSESSMENT SERVICES PROPOSAL

Former Clark Station, 220 West Washington Avenue, St. Louis, Michigan

## Introduction

AKT Peerless Environmental Services (AKT Peerless) appreciates the opportunity to assist the City of St. Louis to conduct environmental services at 220 West Washington Avenue in St. Louis, Michigan (subject property). The scope of work described herein was established based on the previously identified environmental condition of the subject property, in light of investigation activities completed by the MDEQ and information obtained by the City of St. Louis.

The subject property was formerly operated as gas station. The subject property contained four regulated registered underground storage tank (UST) which have been temporarily out of use for more than five years. The property is associated with UST facility identification 003779. A confirmed release has yet to be reported, however, based on information provided by the MDEQ with respect to the results of their investigation, contamination was identified at the subject property.

## Scope of Work

Based on the project and data objectives, AKT Peerless' proposed scope of work includes completing the following activities:

**Task 1** - Phase I Environmental Site Assessment including an asbestos/hazmat survey

**Task 2** – Phase II Sampling and Analysis Plan

**Task 3** - Phase II Environmental Site Assessment

**Task 4** - Baseline Environmental Assessment

**Task 5** – Plan for Compliance with Section 20107a

### Task 1 - Phase I ESA

AKT Peerless' Phase I ESA will be based on: (1) the scope and limitations of the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-13* (ASTM Practice E 1527) which outlines good commercial and customary practice for conducting a Phase I ESA and (2) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312).

Certain users of the proposed Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act

(SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

For the purpose of the proposed Phase I ESA, the Client will be the party that retains AKT Peerless to complete this Phase I ESA. AKT Peerless will not make an independent determination whether its Client is a *User* and intends to use this Phase I ESA to qualify for Landowner Liability Protection (LLP) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980.

In accordance with ASTM Practice E 1527, a *User* is the party seeking to use ASTM Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for completing a successful application of this practice, including the Client and User Requirements described below. AKT Peerless' scope of work does not include an evaluation or completion of these specific user obligations under the ASTM Practice E 1527, unless otherwise noted in this proposal.

The purpose of AKT Peerless' proposed Phase I ESA will be to provide an independent, professional opinion of the *recognized environmental conditions* (RECs)<sup>1</sup>, *historical recognized environmental conditions* (HRECs)<sup>2</sup>, and *controlled recognized environmental conditions* (CRECs)<sup>3</sup>, in connection with the subject property, if any. AKT Peerless' Phase I ESA is designed to identify adverse environmental conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The proposed Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, HRECs, and CRECs in connection with the subject property.

### Phase I ESA Scope of Work

In accordance with ASTM Standard Practice E 1527-13, AKT Peerless' ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public right-of-ways, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and other sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property<sup>4</sup>.

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<sup>1</sup> ASTM Standard Practice E 1527-13 defines the term REC as the presence or likely presence of any hazardous substance or petroleum product in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

<sup>2</sup> ASTM Standard Practice E 1527-13 defines the term HREC as a past release of any hazardous substance or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls.

<sup>3</sup> ASTM Standard Practice E 1527-13 defines the term CREC as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

<sup>4</sup> AKT Peerless will use search radii that meet or exceed ASTM's recommended minimum search distances.

- A review of reasonably ascertainable agency file information associated with known or suspected sites of environmental concern maintained by federal, state and local regulatory agencies, including records of compliance, as appropriate. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to their obvious first developed uses, or 1940, whichever is earlier; such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the subject property.
- The consideration of adjoining property use and activity.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Discussion regarding compliance with Activity and Use Limitations (AULs), if any.
- An evaluation of information obtained from the aforementioned sources to determine if RECs, CRECs, or HRECs exist in connection with the subject property.

During the Phase I ESA, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and groundwater at the subject property, (2) the possible presence of underground or aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances or petroleum products at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

### **Phase I ESA Report**

AKT Peerless will prepare a written report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. Unless advised otherwise by the Client, AKT Peerless will include recommendations for further investigation of the noted environmental concerns.

The conclusions and recommendations will reflect AKT Peerless' best professional judgment, and will be based upon the conditions observed and information made available at the time of the assessment.

### **Task 2 - Phase II ESA Sampling and Analysis Plan**

Following completion of the Phase I ESA, AKT Peerless will prepare a Sampling and Analysis Plan (SAP). The appropriate scope of work presented within the SAP will be established based on the findings of the Phase I ESA, in conjunction with the characteristics and features of the subject property. The SAP will be prepared within one week of completion of the Phase I ESA for department review. The purpose of this SAP is to document and report proposed sampling activities and rationale, data quality objectives, data

generation methodologies and quality assurance measures associated with the proposed Phase II Subsurface Investigation.

### **Task 3 - Phase II Environmental Site Assessment**

AKT Peerless will coordinate with MDEQ staff on the implementation of the SAP. This will include onsite assistance to further convey the findings of the Phase I ESA, to further aid in sample location selection and Ground Penetrating Radar Survey target area (if necessary). AKT Peerless personnel will also coordinate with MDEQ staff to maintain an intermittent presence during the completion of the subsurface investigation. The intent is to provide a comprehensive understanding of the findings and support accurate cleanup planning and implementation.

### **Task 4 - Baseline Environmental Assessment**

Following the completion of the subsurface investigation by the MDEQ and receipt of the analytical results, AKT Peerless will prepare a Baseline Environmental Assessment (BEA) on behalf of the prospective developer (if one is identified). The BEA will be prepared to document the environmental condition of the property on behalf of the prospective purchaser. The BEA will be prepared in accordance with Part 201 the Natural Resources and Environmental Protection Act, Public Act 451 and the amendments thereof.

#### **BEA Scope of Work**

AKT Peerless' scope of work is based on Section 20126(1)(c) of Part 201 of the NREPA, 1994 PA 451, as amended.

AKT Peerless' scope of work to complete the BEA will be based on the following:

- Results of AKT Peerless' Phase I ESA
- Results of MDEQ' Subsurface Investigation
- Proposed future use of the site
- Planned renovation/redevelopment activities

### **Task 5 – Plan For Compliance with Section 20107a**

Concurrently with the preparation of the BEA, AKT Peerless will evaluate potentially complete exposure risks, in light of the proposed use, property characteristics, and the nature and extent of the contamination identified. The proposed due care planning will be conducted in accordance with Section 20107a, which provides that a person who owns or operates property and has knowledge it is a facility must:

- Undertake measures to prevent exacerbation of existing contamination.
- Exercise due care by undertaking response activities to mitigate unacceptable exposure to hazardous substances, mitigate fire and explosion hazards due to hazardous substances, and allow for the intended use of the subject property in a manner that the protects health and safety.
- Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions.
- Provide notifications to the MDEQ and others in regard to mitigating fire and explosions hazards, discarded or abandoned containers, contamination migrating beyond property boundaries, as applicable.

- Comply with land use or resource use restrictions established or relied on in connection with the response activities at the facility.
- Not impede the effectiveness or integrity of any land use or resource restriction employed at the facility in connection with response activities.

AKT Peerless will establish and implement a work plan for due care compliance based on findings of the Phase II subsurface Investigation as provided by the MDEQ Geological Services Unit (GSU).

## Schedule

AKT Peerless will implement work immediately and will provide its Tasks 1 and 2 within 21 business days of authorization to proceed. Task 3 will be conducted within 10 business days of the authorization of the Phase II SAP. Task 4 will be completed within 10 business days of the execution of a purchase agreement between the current owner and the prospective purchaser. Task 5 will be completed within 10 business days of receipt of the analytical results associated with the subsurface investigation to be conducted by the AKT Peerless. Task 4 and Task 5 deliverables are to be determined, based off the completion of the previous tasks and the identification of a prospective purchaser.

## Fees

AKT Peerless estimates the fees and expenses for this project will be **\$26,000**. All subcontracted services and outside project costs will be billed at a cost plus 10 percent. The estimated costs to provide the services described in this proposal are shown in the tables below.

### Task 1

#### Phase I ESA Estimated Costs

ACTIVITY	COST
<i>Task 1</i>	
Phase I ESA Report and Asbestos/Hazmat Survey	\$3,300
<b>TOTAL</b>	<b>\$3,300</b>

### Tasks 2 & 3

#### Phase II ESA Sampling and Analysis Plan and Implementation Estimated Costs

ACTIVITY	COST
<i>Task 2</i>	
Sampling and Analysis Plan	\$0
<i>Task 3</i>	
Phase II ESA	\$11,030
<b>TOTAL</b>	<b>\$11,030</b>

**Tasks 4 & 5**

**BEA and DCC Estimated Costs**

ACTIVITY	COST
<i>Task 4</i>	
BEA Report	\$3,500
<i>Task 5</i>	
Plan for Compliance with Section 201707a	\$3,500
<b>TOTAL</b>	<b>\$7,000</b>

**Eligible Project Expenses**

ACTIVITY	COST
Grant/Loan administration	\$780
Contingency	\$3,890
<b>PROJECT TOTAL</b>	<b>\$26,000</b>

**Limitations**

AKT Peerless’ scope of work for the above-described services does not include: waste characterization sampling, waste disposal approval activities, or soliciting contractor cost estimates.

AKT Peerless’ proposed scope of work and fees does not include the use of mechanical lift equipment as part of the proposed scope of work. AKT Peerless will only sample materials generally accessible from an 8-foot step ladder or 16-foot extension ladder. Inaccessible materials observed will be assumed to contain asbestos.

Access to suspect ACBM and hazardous materials may be restricted in areas defined as being located within a regulated confined space (i.e., such as pipe chases, pipe trenches, boiler units, crawl spaces, etc.). These areas require the use of trained confined space professionals, personnel protective equipment, and rescue personnel. Costs associated with inspection of confined spaces are not included in this proposal. Inaccessible materials observed will be assumed.

AKT Peerless personnel will not enter unsafe portions of the buildings, including areas impacted with severe water damage, fire damage, or general collapse. Inaccessible materials observed will be assumed.

If visual observations or information obtained during the survey indicates the need for any additional sampling or analysis, beyond this proposed scope of work, AKT Peerless will immediately contact you to convey our findings and discuss a proposed scope of work and cost estimate to address these concerns. AKT Peerless’ costs for additional services not covered under this scope of work will be based on time and materials.

If the City of St. Louis chooses to alter the proposed scope of work, the City of St. Louis shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The City of St. Louis will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Costs presented in this proposal assume that there will be no significant obstructions and delays (e.g., inaccessible areas, safety hazards and unsafe work conditions). If delays occur, AKT Peerless will notify the City of St. Louis immediately, and AKT Peerless will revise the scope of work and fees appropriately. AKT Peerless is not proposing to conduct any sampling or analysis of the subject property's natural resources.

This proposal and the associated cost estimate are valid for 60 days. After 60 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

### **Terms and Conditions**

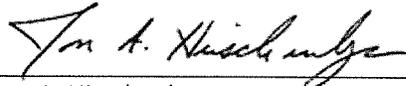
By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis.

# PROPOSAL ACCEPTANCE FOR

Environmental Assessment Services

Former Clark Station, 220 West Washington Avenue, St. Louis, Michigan

This proposal submitted by:



Jon A. Hirschenberger, CPG  
Group Leader

Proposal submitted on:

November 6, 2018

Please authorize the proposal by executing below:

Proposal amount:

**\$26,000**

Client contact:

Kurt Giles

City of St. Louis

300 Mill Street

St. Louis, Michigan 48880

AKT Peerless Proposal No.

PS-23551

Acceptance:

\_\_\_\_\_  
(Signature)

Print Name:

\_\_\_\_\_  
Kurt Giles

Title

\_\_\_\_\_  
Manager, City of St. Louis

Date

\_\_\_\_\_

**TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:**

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

\_\_\_\_\_  
KEY SITE CONTACT NAME:

\_\_\_\_\_  
KEY SITE CONTACT INFORMATION:

\_\_\_\_\_



## AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as "work" or "services") to be performed by AKT Peerless ("we", "us", "our", "AKT Peerless" or "Consultant") for you ("you", "your" or "Client"). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the "Agreement" (hereinafter, this "Agreement").

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant's obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. "spam") unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant's responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client's possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant's standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer ("Retainer"). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the



Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client



agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.



Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.