

CITY OF ST. LOUIS REGULAR CITY COUNCIL MEETING

James Kelly, Mayor
Jerry Church, Council Member
Tom Reed, Council Member

Melissa Allen, Mayor Pro-Tem
George Kubin, Council Member

Agenda
Tuesday, December 3, 2019

6:00 PM

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Approval of Minutes:
 - a. Regular Meeting of November 19, 2019
5. Claims & Accounts.
6. Monthly Board Minutes.
7. Public Hearing – Apex Marine IFT.
 - a. Open Public Hearing.
 - b. Public Comments.
 - c. Close Public Hearing.
 - d. Resolution 2019-19 Approving IFT Application.
 - e. Agreement of Understanding.
8. 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."

9. Consent Agenda – Motion to Receive.
 - a. Payment to Spicer for Maple Street Professional Services.
 - b. Payment to Sinclair Recreation for Penny Park Play Structure Installation.
 - c. Payment No. 11 to Crawford Contracting for Raw Water Transmission Main Project for Wells 10 & 11.
 - d. Payment to Freed Construction for Swimming Pool Project.

10. Business of the Council.
 - A. Proposal from Spicer for Farmers Market Site Selection Study.
 - B. Consider adoption of Ordinance B-239 Water Supply and Sewage Disposal System Revenue Bonds.
 - C. Gratiot County Central Dispatch Water Tower – Antenna Lease (uploaded to web page separately when available).

11. City Manager's Report.

12. City Clerk's Report.

13. Police Chief's Report.

14. City Council Comments.

15. Public Comments.

16. Adjournment.

CITY COUNCIL PROCEEDINGS

St. Louis, Michigan
November 19, 2019

The regular meeting of the Saint Louis City Council was called to order by Mayor James C. Kelly on Tuesday, November 19, 2019 at 6:00 p.m. in the City Hall Council Chambers.

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

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

Others in Attendance:

Keith Risdon – Public Services Director, Mark Abbott – Superintendent DPW, Ralph Echtenaw – St. Louis Sentinel, Roger Collison – Council Member Elect, Bill Leonard – Council Member Elect, Tom Alcamo – EPA, Theo Von Wallmenich – CH2M, Matt Baltesis – EGLE, Dominique Adams – SVSU student, Gary Smith – resident

Member Kubin led the Pledge of Allegiance to the Flag.

City Council Minutes.

Mayor Kelly asked for approval of the November 5, 2019 meeting minutes.

Moved by Allen, supported by Kubin, to approve the minutes of the Regular Meeting held on November 5, 2019. All ayes carried the motion.

Claims & Accounts.

City Council discussed the Claims & Accounts.

Moved by Reed, supported by Church, to approve the Claims & Accounts in the amount of \$419,790.81. All ayes carried the motion.

Monthly Reports.

City Council discussed the October 2019 Monthly Reports.

Moved by Kubin, supported by Reed, to receive the October 2019 Monthly Reports and place on file. All ayes carried the motion.

Audience Recognition.

Tom Alcamo updated members on the progress of the Superfund Clean Up Project.

Consent Agenda.

Mayor Kelly requested receipt of Consent Agenda item “a” as shown below:

- a. Energy Optimization Report.

Moved by Reed, supported by Church, to receive Consent Agenda item “a” as shown above and place of file. All ayes carried the motion.

New Business.

Resolution 2019-18 2020 Meeting Dates and Times.

Manager Giles requested members adopt Resolution 2019-18, which sets the 2020 Council Meeting dates and times.

The following preamble and resolution were offered by Member Allen, and supported by Member Reed:

WHEREAS, The City Council of the City of Saint Louis, Gratiot County, Michigan, pursuant to Act 261 Michigan Public Acts of 1968, and in accordance with Section 5.1 of the Saint Louis City Charter, hereby gives notice to the public of the regular meeting schedule for the calendar year 2020.

WHEREAS, The City Council, in accordance with Section 5.1 of the Saint Louis City Charter, is required to hold meetings, on the first Monday following the first Sunday of January following the regular City election, for the purpose of installation of newly elected Council Members. Regular meetings shall be held at least twice each month.

NOW THEREFORE BE IT RESOLVED, the dates for holding said regular meetings shall be as follows:

*January 6	April 7	July 7	October 6
January 21	April 21	July 21	October 20
February 4	May 5	August 4	November 3
February 18	May 19	August 18	November 17
March 3	June 2	September 1	December 1
March 17	June 16	September 15	December 15

*exception per City Charter the first meeting in January following a City Election be held on the first **Monday** following the first Sunday of January at **7:00 PM**.

BE IT FURTHER RESOLVED, the City Council hereby establishes as its place and time for holding aforesaid regular meetings as the City Council Chambers, City Office Building, 300 North Mill Street, Saint Louis, Michigan at 6:00 o'clock P.M. with the exception of the first meeting in January.

Ayes: Allen, Reed, Church, Kubin, Kelly

Nays: None

Resolution declared adopted.

Set Public Hearing for Apex Marine Industrial Facilities Exemption (IFT).

Manager Giles requested members set a Public Hearing for Apex Marine IFT for December 3, 2019 at 6:00 p.m. for their latest expansion project.

Discussion was held.

Moved by Kubin, supported by Allen, to set a Public Hearing for Apex Marine IFT for December 3, 2019 at 6:00 p.m or as soon after as the Agenda allows. All ayes carried the motion.

Letter of Authorization to Purchase Capacity.

Manager Giles requested members approve the Letter of Authorization to purchase Capacity through the MPPA for planning year June 1, 2025 to May 31, 2040 up to Capacity, KW 800 for the purchase price of \$3.70 per KW-Month for a maximum commitment of \$35,520 annually or \$532,800 for the entire 15-year term.

Discussion was held.

Moved by Allen, supported by Church to approve the Letter of Authorization to purchase Capacity for a maximum commitment of \$35,520 annually or \$532,800 for the entire 15-year term and authorize the manager sign the agreement. All ayes carried the motion.

City Manager Report.

Manager Giles informed Council of the following:

1. The Draft Water Tower Lease Agreement is being reviewed by Central Dispatch Authority's attorney.
2. A meeting is scheduled with Spicer to review updating the Zoning Map.

City Clerk Report.

None.

Police Chief Report.

Chief Ramereiz updated members on the following:

The Police Department is participating in the St. Louis High School Career Day. One of the new Police cars is in service, the other should be by the end of the week.

Council Comments.

Member Reed inquired on a blighted house.

Members congratulated Council Members Elect Roger Collison and Bill Leonard.

Mayor Kelly discussed the recent Bridge article that he was interviewed for and also stated he will be presenting a letter of congratulations to three Scouts making Eagle the first part of December.

Public Comments.

Keith Risdon stated he and Mark Abbott will also have a booth at the St. Louis High School Career Day.

Adjournment.

Moved by Reed, supported by Church, to adjourn the meeting at 6:48 p.m. All ayes carried the motion.

Mari Anne Ryder, Clerk

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. A - 1 TRUCK PARTS INC	939.99		
2. ABC FASTENER GROUP, INC.	34.93		
3. ALMA HARDWARE	45.35		
4. AMAZON.COM	145.44		
5. BADER & SONS CO.	159.61		
6. BAKER & TAYLOR INC	175.92		
7. BOLAND TIRE, INC	1,469.92		
8. BRADY'S BUSINESS SYSTEMS	440.82		
9. BRODART COMPANY	74.56		
10. BUSHEY AUTOMOTIVE	437.00		
11. CHARTER COMMUNICATIONS	189.97		
12. CHROUCH COMMUNICATIONS, INC.	1,876.18		
13. CINTAS	141.80		
14. CITY OF ST LOUIS, PAYROLL	169,533.45		
15. CRAWFORD CONTRACTING INC	316,051.54		
16. CRYSTAL PURE WATER INC.	72.00		
17. DBI BUSINESS INTERIORS	31.59		
18. DELTA DENTAL	33.25		
19. E & S GRAPHICS, INC	260.00		
20. ETNA SUPPLY COMPANY	375.00		
21. FAMILY FARM & HOME	121.95		
22. FASTENAL COMPANY	256.43		
23. FELTMAN, CAROL	70.06		
24. FINAL TOUCH CO	780.00		
25. FISHER SCIENTIFIC	137.15		
26. FREED CONSTRUCTION COMPANY	15,325.00		
27. GRATIOT AREA CHAMBER COMMERCE	700.00		
28. GREAT LAKES SECURITY	59.85		
29. HAVILAND PRODUCTS	1,000.08		
30. JANSON EQUIPMENT COMPANY	1,504.99		
31. KUENN, MARY	452.77		
32. MAMC	120.00		
33. MICHIGAN PUBLIC POWER AGENCY	37,709.09		
34. MICHIGAN RURAL WATER ASSOC	825.00		
35. MID MICHIGAN CABLE CONSORTIUM	4,562.55		
36. MISENHELDER WELDING, INC	5.00		
37. MODERN MARKETING INC	356.62		
38. MOMENTUM INDUSTRIES, INC.	375.00		
39. MUZZALL GRAPHICS	362.23		
40. NEXT LEVEL GRAPHIC & DESIGN, LLC.	1,700.00		
41. PARAGON LABORATORIES, INC	153.00		
42. PEOPLELINK, LLC	462.30		
43. PETER'S HARDWARE	437.00		
44. PINE RIVER AUTOMOTIVE	147.96		
45. POWER LINE SUPPLY	321.00		
46. PRO-VISION, INC	812.00		
47. R.B. SATKOWIAK'S SEWER CLEANER	4,723.50		
48. RENT RITE INC	55.66		
49. S & L OF ALMA, LLC	72.88		
50. SHAWN FELKER	225.88		

Claimant	Amount Claimed	Amount Owed	Amount Rejected
51. SHRED-IT USA INC	164.49		
52. SHULTS EQUIPMENT, LLC	1,127.33		
53. SINCLAIR RECREATION	6,758.00		
54. SINGLESOURCE LCS	398.64		
55. SPICER GROUP	27,031.11		
56. T.H. EIFERT	1,475.00		
57. THE MORNING SUN	334.50		
58. U.S. POST OFFICE	3,000.00		
59. USA BLUE BOOK	816.27		
60. USPS	1,000.00		
61. VERIZON WIRELESS	668.42		
62. WALMART COMMUNITY/RFCSLLC	135.81		
TOTAL ALL CLAIMS	609,232.84		

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: AA - 1 TRUCK PARTS INC					
198-381694	N	BOLTS/FUEL TREATMENT	661.442.726.000	88.97	88.97
198-382393	N	TRAILER REPAIR PARTS	661.442.930.000	5.96	5.96
198-382587	N	MECHANIC CREEPER	661.442.726.000	234.11	234.11
198-382390	N	REPAIR PARTS TRAILER PW8	661.442.930.000	24.96	24.96
198-381953	N	LAMP #31	661.442.930.000.9031	56.96	56.96
198-382067	N	PUMP FOR DEF	661.442.726.000	13.09	13.09
198-381854	N	#19 SNOW PUSHER	661.442.930.000.9019	23.96	23.96
198-381481	N	CITY HALL GENERATOR BATTERY	101.265.930.000	491.98	491.98
TOTAL VENDOR AA -					939.99
VENDOR NAME: ABC FASTENER GROUP, INC.					
A379492	N	HEX NUTS/FLANGE NUTS/BOLTS	101.441.726.000	5.01	5.01
A378884	N	BOLTS/NUTS/RUST TREATMENT/BATTERY CLEAN	101.441.726.000	29.92	29.92
TOTAL VENDOR ABC F					34.93
VENDOR NAME: ALMA HARDWARE					
B294127	N	CUT KEY	101.441.726.000	34.23	34.23
B294297	N	KEY-CEMETERY GARAGE	101.276.726.000	11.12	11.12
TOTAL VENDOR ALMA					45.35
VENDOR NAME: AMAZON.COM					
11192019	N	BOOKS/DVDS	271.790.745.000	7.35	145.44
			271.790.746.000	14.54	
			271.790.748.000	123.55	
TOTAL VENDOR AMAZO					145.44
VENDOR NAME: BADER & SONS CO.					
828255	N	CABLE-TRACTOR #47	661.442.930.000.9047	159.61	159.61
TOTAL VENDOR BADER					159.61
VENDOR NAME: BAKER & TAYLOR INC					
2034940622	N	BOOKS	271.790.745.000	37.46	175.92
			271.790.746.000	138.46	
TOTAL VENDOR BAKER					175.92
VENDOR NAME: BOLAND TIRE, INC					
5070490	N	TIRES #31	661.442.930.000.9031	1,469.92	1,469.92
TOTAL VENDOR BOLAN					1,469.92
VENDOR NAME: BRADY'S BUSINESS SYSTEMS					

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: BRADY'S BUSINESS SYSTEMS					
33AR426198	N	COPIES	101.728.726.000	8.87	440.82
			205.301.726.000	27.90	
			592.591.726.000	3.85	
			101.257.726.000	5.60	
			101.371.726.000	18.73	
			101.441.726.000	3.25	
			101.172.726.000	3.76	
			101.265.726.000	290.71	
			582.582.726.000	1.54	
			101.758.726.000	0.06	
			101.265.726.000	0.72	
			101.265.726.000	75.83	
TOTAL VENDOR BRADY					440.82
VENDOR NAME: BRODART COMPANY					
B5822092	N	BOOKS	271.790.745.000	17.56	74.56
			271.790.746.000	57.00	
TOTAL VENDOR BRODA					74.56
VENDOR NAME: BUSHEY AUTOMOTIVE					
INV0241647	N	FUEL TANK REBUILD #31	661.442.930.000.9031	437.00	437.00
TOTAL VENDOR BUSHE					437.00
VENDOR NAME: CHARTER COMMUNICATIONS					
0004736110619	N	INTERNET SERVICES-CONTROL ACCOUNT	101.265.850.000	14.17	84.99
			582.582.850.000	14.17	
			101.172.850.000	14.16	
			592.590.850.000	14.16	
			101.728.850.000	14.17	
			205.301.850.000	14.16	
0058264111119	N	INTERNET SERVICES 300 NORTH MILL	101.265.801.000	104.98	104.98
TOTAL VENDOR CHART					189.97
VENDOR NAME: CHROUCH COMMUNICATIONS, INC.					
1170515166-1	N	INSTALLATION HARDWARE	205.301.956.000	469.96	469.96
126001320-2	N	EQUIPMENT FOR NEW POLICE VEHICLES	205.301.956.000	1,256.22	1,256.22
116000425-1	N	SERVICE LABOR-MOBILE RADIO	205.301.930.000	150.00	150.00
TOTAL VENDOR CHROU					1,876.18
VENDOR NAME: CINTAS					
4034077166	N	SHOP TOWELS	582.582.726.000	70.90	70.90
4035113291	N	SHOP TOWELS	582.582.726.000	70.90	70.90
TOTAL VENDOR CINTA					141.80
VENDOR NAME: CRAWFORD CONTRACTING INC					
PAY #11	N	PAYMENT #11 WATER SUPPLY REPLACEMENT WE	492.900.818.000.4005	316,051.54	316,051.54

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: CRAWFORD CONTRACTING INC					
TOTAL VENDOR CRAWF					316,051.54
VENDOR NAME: CRYSTAL PURE WATER INC.					
82317	N	BOTTLED WATER-WATER/WASTE WATER DEPT	592.591.726.000	15.00	30.00
			592.590.726.000	15.00	
88840	N	BOTTLED WATER-DPW	592.592.726.000	42.00	42.00
TOTAL VENDOR CRYST					72.00
VENDOR NAME: DBI BUSINESS INTERIORS					
130848-0	N	BINDER CLIPS/PHOTO PAPER	101.265.726.000	4.20	31.59
			101.371.726.000	27.39	
TOTAL VENDOR DBI B					31.59
VENDOR NAME: DELTA DENTAL					
RIS0002517601	N	RETIREE DENTAL INSURANCE-12/01-12/31/19	101.000.264.000	33.25	33.25
TOTAL VENDOR DELTA					33.25
VENDOR NAME: E & S GRAPHICS, INC					
64182	N	DOOR HANGERS-ELECT DEPT	582.582.726.000	120.00	120.00
64126	N	LETTERHEAD	101.265.726.000	140.00	140.00
TOTAL VENDOR E & S					260.00
VENDOR NAME: ETNA SUPPLY COMPANY					
S103323840.001	N	CLAMPS	592.591.726.000	375.00	375.00
TOTAL VENDOR ETNA					375.00
VENDOR NAME: FAMILY FARM & HOME					
16038/5	N	REPAIR PARS #57	661.442.930.000.9057	59.98	59.98
16066/5	N	PRISON PUMP STATION DEODERIZER & DISPEN	592.890.726.000	61.97	61.97
TOTAL VENDOR FAMIL					121.95
VENDOR NAME: FASTENAL COMPANY					
MIMTP107855	N	18 VOLT BATTERIES	592.590.726.000	256.43	256.43
TOTAL VENDOR FASTE					256.43
VENDOR NAME: FELTMAN, CAROL					
0201SEUC00-1	N	UB REFUND FOR ACCOUNT: 0201SEUC00-1	582.000.040.000	70.06	70.06
TOTAL VENDOR FELTM					70.06
VENDOR NAME: FINAL TOUCH CO					
STL-#313B	N	CLEANING CITY BLDG 11/12/19 & 11/17/19	101.265.818.000	390.00	390.00
STL-#314B	N	CLEANING CITY BLDG 11/19/19 & 11/24/19	101.265.818.000	390.00	390.00
TOTAL VENDOR FINAL					780.00
VENDOR NAME: FISHER SCIENTIFIC					
5318913	N	RETUTN OF EPPENDORF TIPS	592.590.726.000	(73.75)	(73.75)

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS \ AMOUNTS		AMOUNT
VENDOR NAME: FISHER SCIENTIFIC					
4078585	N	POTASSIUM PERSULFATE	592.590.726.000	210.90	210.90
TOTAL VENDOR FISHE					137.15
VENDOR NAME: FREED CONSTRUCTION COMPANY					
#2 PAY	N	SECOND DRAW POOL PROJECT	101.758.970.000.0053	15,325.00	15,325.00
TOTAL VENDOR FREED					15,325.00
VENDOR NAME: GRATIOT AREA CHAMBER COMMERCE					
2891	N	1/8 PAGE AD IN 2020 COMMUNITY GUIDE 2020 COMMUNITY GUIDE	101.735.674.000.0051	300.00	300.00
18234	N		101.728.855.000	400.00	400.00
TOTAL VENDOR GRATI					700.00
VENDOR NAME: GREAT LAKES SECURITY					
11754	N	MONITORING RATE	271.790.818.000	59.85	59.85
TOTAL VENDOR GREAT					59.85
VENDOR NAME: HAVILAND PRODUCTS					
336799	N	CHLORINE GAS CYLINDER	592.590.726.000	1,000.08	1,000.08
TOTAL VENDOR HAVIL					1,000.08
VENDOR NAME: JANSON EQUIPMENT COMPANY					
T368357	N	REPAIR PART #31	661.442.930.000.9031	13.20	13.20
T368405	N	REPAIR PARTS #31	661.442.930.000.9031	840.55	840.55
T368589	N	REPAIR PARTS FOR #31	661.442.930.000.9031	484.55	484.55
T368815	N	#31 SENDING UNIT	661.442.930.000.9031	166.69	166.69
TOTAL VENDOR JANSO					1,504.99
VENDOR NAME: KUENN, MARY					
0111SDEL00-1	N	UB REFUND FOR ACCOUNT: 0111SDEL00-1	582.000.040.000	452.77	452.77
TOTAL VENDOR KUENN					452.77
VENDOR NAME: MAMC					
11152019	N	MEMBERSHIP RENEWAL-RYDER	101.215.728.000	60.00	60.00
11142019	N	MEMBERSHIP DUES-LONG	101.215.728.000	60.00	60.00
TOTAL VENDOR MAMC					120.00
VENDOR NAME: MICHIGAN PUBLIC POWER AGENCY					
20191119STLO	N	ENERGY SERVICES PROJECT	582.582.921.000	37,709.09	37,709.09
TOTAL VENDOR MICHI					37,709.09
VENDOR NAME: MICHIGAN RURAL WATER ASSOC					
R7174-8	N	WORKPLACE HAZARD CONTROL CONFERENCE-DPW	101.441.860.000	825.00	825.00
TOTAL VENDOR MICHI					825.00
VENDOR NAME: MID MICHIGAN CABLE CONSORTIUM					
11192019	N	PEG FEES JULY-SEPT 2019	101.265.607.000	4,562.55	4,562.55
TOTAL VENDOR MID M					4,562.55
VENDOR NAME: MISENHELDER WELDING, INC					

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: MISENHELDER WELDING, INC					
11238	N	STEEL	661.442.930.000.9059	5.00	5.00
TOTAL VENDOR MISEN					5.00
VENDOR NAME: MMOMENTUM INDUSTRIES, INC.					
10577	N	MACHINE WORK-VIBRATION DAMPER	661.442.930.000.9059	375.00	375.00
TOTAL VENDOR MHOME					375.00
VENDOR NAME: MODERN MARKETING INC					
MMI35639	N	JUST SAY NO LOLLIPOPS	205.301.956.000	356.62	356.62
TOTAL VENDOR MODER					356.62
VENDOR NAME: MUZZALL GRAPHICS					
86210	N	UTILITY BILLING STOCK	582.582.726.000	90.56	362.23
			592.590.726.000	90.56	
			592.591.726.000	90.56	
			596.596.726.000	90.55	
TOTAL VENDOR MUZZA					362.23
VENDOR NAME: NEXT LEVEL GRAPHIC & DESIGN, LLC.					
11838	N	REFLECTIVE GRAPHIC KITS FOR NEW POLICE	205.301.977.001	1,700.00	1,700.00
TOTAL VENDOR NEXT					1,700.00
VENDOR NAME: PARAGON LABORATORIES, INC					
209203	N	EPA 200.8 SELENIUM	592.590.818.000	153.00	153.00
TOTAL VENDOR PARAG					153.00
VENDOR NAME: PEOPLELINK, LLC					
1256458	N	CONTRACTED SERVICES-WEEK ENDING 11/10/1	101.441.804.000	193.20	462.30
			101.276.804.000	269.10	
TOTAL VENDOR PEOPL					462.30
VENDOR NAME: PETER'S HARDWARE					
A149540	N	PIPE NIPPLE/ELBOW/PIPE FITTING/FLARE FI	582.582.726.000	83.00	83.00
A149400	N	SCREWS/RUBBER STOP//HOOKS/TOOL BOX/PLUG	582.582.726.000	88.00	88.00
A149709	N	BATTERIES	661.442.726.000	15.00	15.00
A149710	N	TORCH	661.442.726.000	50.00	50.00
A149638	N	CASTERS FOR BARRELL	661.442.726.000	60.00	60.00
A149749	N	SILICONE CAULK/ANT KILLER	592.590.726.000	48.00	48.00
A149745	N	PIPE CAPS	101.441.726.000	8.00	8.00
A149543	N	VAC FILTER/CO DETECTORS-WATER DEPT MAIN	592.591.930.000	58.00	58.00
A149558	N	BLACK SPRAY PAINT	592.591.726.000	15.00	15.00
A149636	N	AA BATTERIES FOR PRISON PUMP STATION TH	592.890.930.000	12.00	12.00
TOTAL VENDOR PETER					437.00
VENDOR NAME: PINE RIVER AUTOMOTIVE					
10184-720265	N	#47 TRACTOR FILTERS	661.442.930.000.9047	127.98	127.98
10184-720544	N	LEAF RIG #57	661.442.930.000.9057	14.00	14.00

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: PINE RIVER AUTOMOTIVE					
10184-720140	N	LITHIUM BATTERY	582.582.726.000	5.98	5.98
TOTAL VENDOR PINE					147.96
VENDOR NAME: POWER LINE SUPPLY					
56419715	N	HARD HATS	582.582.726.000	63.00	63.00
56420491	N	WORK PANTS-GILES	582.582.780.000	258.00	258.00
TOTAL VENDOR POWER					321.00
VENDOR NAME: PRO-VISION, INC					
327618	N	CAMERA DOCKS	205.301.956.000	812.00	812.00
TOTAL VENDOR PRO-V					812.00
VENDOR NAME: R.B. SATKOWIAK'S SEWER CLEANER					
1119-028	N	VAC TRUCK USED TO CLEAN PETTY COAT LIFT	592.891.930.000	2,155.50	2,155.50
1119-049	N	CLEANING OF PRISON LIFT STATION	592.890.930.001	1,949.25	1,949.25
1119-123	N	MOBILIZATION TO WORK SITE-WWTP	592.590.801.000	618.75	618.75
TOTAL VENDOR R.B.					4,723.50
VENDOR NAME: RENT RITE INC					
265779-1	N	PROPANE FILL	582.582.726.000	55.66	55.66
TOTAL VENDOR RENT					55.66
VENDOR NAME: S & L OF ALMA, LLC					
16498	N	PROPANE FOR WATER DEPT TORCH	592.591.726.000	10.38	10.38
16493	N	SKIMMER BASKET/PLUG FOR POOL WINTERIZAT	101.758.930.000	62.50	62.50
TOTAL VENDOR S & L					72.88
VENDOR NAME: SHAWN FELKER					
11012019	N	REIMBURSEMENT FOR CDL	101.441.728.000	225.88	225.88
TOTAL VENDOR SHAWN					225.88
VENDOR NAME: SHRED-IT USA INC					
8128513620	N	SHREDDING SERVICES	101.265.726.000	164.49	164.49
TOTAL VENDOR SHRED					164.49
VENDOR NAME: SHULTS EQUIPMENT, LLC					
0105310-IN	N	CARBIDE INSERTS/POLY SHIMS/SPINNER MOTO	661.442.930.000.9030	1,127.33	1,127.33
TOTAL VENDOR SHULT					1,127.33
VENDOR NAME: SINCLAIR RECREATION					
M019175	N	INSTALLATION OF PLAY STRUCTURE AND SWIN	101.770.970.000.0025	6,758.00	6,758.00
TOTAL VENDOR SINCL					6,758.00
VENDOR NAME: SINGLESOURCE LCS					
13827	N	TOWELS/TISSUE/WIPES	592.590.726.000	398.64	398.64
TOTAL VENDOR SINGL					398.64
VENDOR NAME: SPICER GROUP					
198869	N	PROFESSIONAL SERVICES-MAPLE STREET INFR	203.463.801.000	22,468.61	22,468.61

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS \ AMOUNTS		AMOUNT
VENDOR NAME: SPICER GROUP					
199039	N	WATER NETWORK GIS	592.591.801.000	4,562.50	4,562.50
TOTAL VENDOR SPICE					27,031.11
VENDOR NAME: ST. LOUIS - PAYROLLCITY OF ST					
202	N	GROSS WAGES & BENEFITS 11/17/19	101.000.001.056	131,045.29	131,045.29
NOV2019	N	ADDITIONAL MERS	101.000.001.056	38,488.16	38,488.16
TOTAL VENDOR ST. L					169,533.45
VENDOR NAME: T.H. EIFERT					
111163	N	GRIT REMOVAL UNIT REPAIRS	592.590.930.000	1,475.00	1,475.00
TOTAL VENDOR T.H.					1,475.00
VENDOR NAME: THE MORNING SUN					
11252019	N	MORNING SUN SUBSCRIPTION-LIBRARY	271.790.747.000	334.50	334.50
TOTAL VENDOR THE M					334.50
VENDOR NAME: U.S. POST OFFICE					
11182019	N	POSTAGE	582.582.729.000	1,000.00	3,000.00
			592.590.729.000	750.00	
			592.591.729.000	750.00	
			596.596.729.000	500.00	
TOTAL VENDOR U.S.					3,000.00
VENDOR NAME: USA BLUE BOOK					
063863	N	NURTRIEN BUFFER/NITRIFICATION INHIBITO	592.590.726.000	816.27	816.27
TOTAL VENDOR USA B					816.27
VENDOR NAME: USPS					
11252019	N	POSTAGE FOR NEOPOST POC #8044864	101.265.729.000	250.00	1,000.00
			592.590.729.000	250.00	
			592.591.729.000	250.00	
			582.582.729.000	250.00	
TOTAL VENDOR USPS					1,000.00
VENDOR NAME: VERIZON WIRELESS					
9842301013	N	CELL PHONE CHARGES	205.301.850.000	111.80	373.82
			101.172.850.000	40.01	
			101.257.850.000	40.01	
			582.582.850.000	55.90	
			205.301.850.000	49.64	
			101.172.850.000	55.90	
			101.371.850.000	20.56	

11/27/2019 09:04 AM
User: JAMIE
DB: St Louis

COUNCIL APPROVAL FOR CITY OF ST LOUIS
EXP CHECK RUN DATES 12/03/2019 - 12/03/2019
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: 0001

INVOICE NUMBER	USE PURCHASING CARD	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: VERIZON WIRELESS					
9841849082	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	
TOTAL VENDOR VERIZ					668.42
VENDOR NAME: WALMART COMMUNITY/RFCSLLC					
11252019	N	BATTERIES/POP/OFFICE SUPPLIES/CLEANERS/	205.301.726.000	8.74	135.81
			101.265.726.000	16.56	
			101.441.726.000	62.57	
			101.265.726.000	7.08	
			582.582.726.000	40.86	
TOTAL VENDOR WALMA					135.81
GRAND TOTAL:					609,232.84

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

SAINT LOUIS PARKS & RECREATION COMMISSION

REGULAR MEETING

MONDAY, NOVEMBER 11TH, 2019

The Regular Meeting of the Saint Louis Parks & Recreation Commission was called to Order by Chairman, Melissa Allen at 4:09 P.M.

ROLL CALL:

Members Present: Melissa Allen; Amanda Kelly; Dorothy Trgina; Mary Reed; Ron Salladay and Kristy Hardy.

Members Absent: Sally Church

Others Present: Kurt Giles, City Manager and Mark Abbott, DPW

APPROVAL OF AGENDA:

Motion by Ron Salladay, Seconded by Mary reed, to approve the Agenda as presented. Discussion. Motion Carried.

APPROVAL OF THE MINUTES:

Motion by Amanda Kelly, Seconded by Kristy Hardy to approve the Minutes of the September 9th, 2019 Parks & Recreation Commission Meeting. Discussion. Motion Carried.

FINANCIAL REPORT:

Discussion on donations from the Leppien Family. Motion by Kristy Hardy, Seconded by Ron Salladay to receive and place on file the Financial Report as prepared. Discussion. Motion Carried.

NEW BUSINESS:

a. Penny Park Playground Equipment Update. Mark Abbott from DPW reported that the new playground equipment is scheduled for installation on November 12th, 2019.

b. Leppien Donation Correspondence: The Leppien Family donated the sum of \$5,000.00 for Park maintenance. Mark Abbott said that he appreciates this donation from the Leppien Family. Mary Reed suggested that a letter from the Parks & Recreation Commission be sent to the Leppien Family in appreciation of the donations the Leppien Family makes to the City of Saint Louis for park maintenance.

c. W.T. Morris Foundation Correspondence: A recent grant in the amount of \$22,500.00 was received from the W. T. Morris Foundation Incorporated. This grant will be used for the Swimming Pool and is very much appreciated by the City.

d. Next Capital Improvement Project (priorities for future): Discussion regarding a Basketball Court at Lincoln Park.

Discussion on which Parks need upgrading. Mention made of Magic Park.

Discussion on improvements to Clapp Park. Pavillion at Clapp Park needs work done on it.

Mark Abbott advised that all roofs in the City Parks have been replaced with metal roofs.

Mark Abbott will put together a diagram/plan for the Basketball Court.

e. Discussion on Membership to the Parks & recreation Commission. Vacancy in office.

There being no further business to come before the Commission, Motion by Ron Salladay, Seconded by Amanda Kelly to Adjourn. Meeting Adjourned at 5:28 P.M. The next Meeting will be Monday, January 13th, 2020 at 4:00 P.M.

Respectfully submitted,

Dorothy Trgina, Secretary, Saint Louis Parks & Recreation Commission.

November 11th, 2019 Parks & Recreation Commission Meeting Minutes.

A Regular Meeting of the Mid-Michigan Community Fire Board, held at the St. Louis City Hall, was called to order by Chair Kevin Beeson at 5:30p.m., on Tuesday, November 12, 2019.

Members Present: Chairman Kevin Beeson, Vice-Chair Kurt Giles, Carmen Bajena, Don Long

Members Absent: Bobbie Marr (excused)

Others in Attendance: Fire Chief Rich Apps, Dick Prestage, Bill Coty, Dan Monden

Minutes.

Moved by Member Bajena, supported by Member Long, to approve the minutes of the August 13, 2019 meeting. All ayes carried the motion.

Public Comment.

None.

Claims and Accounts.

The Fire Board reviewed the Claims & Accounts.

Moved by Member Giles, supported by Member Long, to approve the Claims & Accounts for August 1, 2019 to October 31, 2019 in the amount of \$47,201.60. All ayes carried the motion.

Financial Statements.

The Fire Board reviewed and discussed the Financial Statements of June 30, 2019 and placed on file.

The Fire Board reviewed and discussed the Financial Statements of October 31, 2019 and placed on file.

Fire Chief's Report.

The Fire Chief's Report was reviewed, discussed, and placed on file.

Discussion of selling obsolete generator.

Moved by Member Long, supported by Member Bajena, to sell old generator to Perrinton Fire Department for \$1. All ayes carried the motion.

Temporary Dispatch Center

Dan Morden discussed equipment updates that Central Dispatch will be completing and the possibility of using the St. Louis Fire Department Radio Room as a Temporary Dispatch Center if renovations are extensive enough to warrant relocation while the work takes place. Discussion was also held regarding the prospect of a permanent backup dispatch center being hosted at the SLAFD.

Fire Chief Job Description

A job description for the Chief was presented as a means of doing future evaluations and so that future applicants will understand the requirements of this position. The proposed Job Description was reviewed.

Moved by Member Long, supported by Member Giles to approve the Chief's Job Description as presented. All Ayes carried the motion.

Other Business.

None.

Public and Other Comment.

Member Beeson asked about another firefighter resigning. On recruitment, Chief Apps responded by summarizing the lower quality of some applicants and a list of automatic disqualifiers.

Bill Coty asked about having Fire Pay put to a 401K.

Community Open-House possibility was discussed.

The meeting was adjourned at 6:47 p.m.

Kurt R. Giles, Recording Secretary

ITEM NO. 7a

DATE 12/3/19

Public Notice
City of St. Louis Residents

The St. Louis city Council will hold a Public Hearing on Tuesday, December 3, 2019 at 6:00 p.m. or as soon after as the Agenda allows in the Council Chambers at 300 N. Mill Street, St. Louis, MI. This meeting will be held to consider an Industrial Facilities Exemption Certificate Application from Apex Marine.

Mari Anne Ryder
City Clerk

Posted 11/20/19
GCH 11/28/19

**RESOLUTION 2019-19
APPROVING AN IFT APPLICATION**

Minutes of a regular meeting of the City Council of the City of St. Louis, held on December 3, 2019, at the St. Louis City Hall, in St. Louis, Michigan, at 6:00 p.m.

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

ABSENT: George T. Kubin

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

Resolution Approving Application of Apex Marine, Inc. for Industrial Facilities Exemption Certificate for an expansion of the existing facility

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on April 7, 1986, this City Council by resolution established St. Louis Industrial Development District No. 6; and

WHEREAS, Apex Marine, Inc. has filed an application for an Industrial Facilities Exemption Certificate with respect to a 6,000 sq. ft. expansion (new facility) to be acquired and installed within the Industrial Development District No. 6; and

WHEREAS, before acting on said application, the St. Louis City Council held a hearing on December 3, 2019, at the St. Louis City Hall-Council Chambers, in the City of St. Louis, at 6:00 p.m., at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before November 13, 2019, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of St. Louis; and

*****WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of St. Louis, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.**

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Louis that:

1. ***The City of St. Louis finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of St. Louis, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of St. Louis.

2. The application from Apex Marine, Inc. for an Industrial Facilities Exemption Certificate, with respect to an expansion of the existing facility on the following described parcel of real property situated within the Industrial Development District No. 6** , to wit:

Parcel No.: 53-860-023-02 (current Apex Marine facility and lots to the north)

LOTS 3, 4 & 5 OF WOODSIDE INDUSTRIAL CENTER EAST AS RECORDED IN LIBER 1 OF PLATS, PAGE 195, GRATIOT COUNTY RECORDS. ALSO UNPLATTED LAND LYING WITHIN THE EAST ½ OF SECTION 25, TOWN 12 NORTH, RANGE 3 WEST, CITY OF ST. LOUIS, GRATIOT COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 00°01'01" EAST 1282.55 FEET ALONG THE EAST LINE OF SECTION 25; THENCE NORTH 89°30'47" WEST 459.83 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 (AS MONUMENTED) AND THE POINT OF BEGINNING; THENCE NORTH 01°11'49" EAST 212.92 FEET; THENCE SOUTH 88°03'39" WEST 860.91 FEET; THENCE SOUTH 00°02'04" WEST 177.47 FEET; THENCE SOUTH 89°34'50" EAST 856.10 FEET ALONG THE NORTH LINE OF SAID WOODSIDE INDUSTRIAL CENTER EAST TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND (INCLUDING LOTS 3, 4 & 5 AND THE UNPLATTED LAND TO THE NORTH OF SAID LOTS) CONTAINS 13.12 ACRES OF LAND.

Parcel No.: 53-010-386-40 (city-owned lot north of Woodside Industrial Center)

A PARCEL OF LAND IN THE SOUTHEAST ¼ OF SECTION 25, TOWN 12 NORTH, RANGE 3 WEST, CITY OF ST. LOUIS, GRATIOT COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 25; THENCE SOUTH 00°01'01" WEST 637.00 FEET ALONG THE EAST LINE OF SECTION 25 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°01'01" WEST 724.49 FEET ALONG SAID SECTION LINE; THENCE NORTH 89°30'47" WEST 459.83 FEET ALONG THE NORTH LINE OF LOT 6 OF WOODSIDE INDUSTRIAL CENTER EAST, LIBER 457 OF PLATS, PAGES 871-877, GRATIOT COUNTY RECORDS TO THE NORTHEAST CORNER OF LOT 5 OF WOODSIDE INDUSTRIAL CENTER (AS MONUMENTED); THENCE NORTH 01°11'49" EAST 212.92 FEET; THENCE NORTH 00°00'36" EAST 64.94 FEET; THENCE SOUTH 83°56'36" EAST 407.70 FEET; THENCE NORTH 00°01'01" EAST 486.16 FEET PARALLEL WITH THE EAST SECTION LINE; THENCE SOUTH 89°35'03" EAST 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.24 ACRES OF LAND AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of 12 years after completion.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of St. Louis, County of Gratiot, Michigan, at a regular meeting held on December 3, 2019.

Mari Anne Ryder, City Clerk

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Maria A. Ryder</i>	Date Received by Local Unit 11/13/2019
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Apex Marine, Inc.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3732	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 300 Woodside Dr., St. Louis, MI 48880	1d. City/Township/Village (Indicate which) City of St. Louis	1e. County Gratiot
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	3a. School District where facility is located St. Louis	3b. School Code 29100
	4. Amount of years requested for exemption (1-12 Years) 12 years	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Apex Marine, Inc. is expanding its current facility with a 6,000 sq. ft. building for powder coating and a new parking lot for employees and completed inventory. This addition will bring the facility total to 114,106 sq. ft. Additionally, the project will include an investment of approximately \$260,000 in equipment and installation costs that are not included in this application because it is EMPP and subject to ESA. Apex is the largest manufacturer in the City of St. Louis.

6a. Cost of land and building improvements (excluding cost of land)	▶ \$320,000
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures	▶ n/a
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs	▶ \$320,000
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)		
Real Property Improvements	▶ 07/01/2019	1/30/2020	▶ <input type="checkbox"/> Owned	<input checked="" type="checkbox"/> Leased
Personal Property Improvements	▶ n/a	n/a	▶ <input type="checkbox"/> Owned	<input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 150	10. No. of new jobs at this facility expected to create within 2 years of completion. 10
---	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

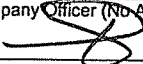
12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) September 19, 2017	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Mark Dupuie	13b. Telephone Number (989) 681-4300	13c. Fax Number (989) 681-4333	13d. E-mail Address mark@gillgetter.com
14a. Name of Contact Person Mark Dupuie	14b. Telephone Number (989) 681-4300	14c. Fax Number (989) 681-4333	14d. E-mail Address mark@gillgetter.com
▶ 15a. Name of Company Officer (No Authorized Agents) Mark Dupuie			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (989) 681-4333	15d. Date 11-12-19
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 300 Woodside Dr., St. Louis, MI 48880		15f. Telephone Number (989) 681-4300	15g. E-mail Address mark@gillgetter.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code 29203	16d. School Code 29100
17. Name of Local Government Body St. Louis City Council	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk Mari A. Ryder	19c. E-mail Address mryder@stlouismi.com
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 300 N. Mill St., St. Louis, MI 48880		
19e. Telephone Number (989) 681-2137	19f. Fax Number (989) 681-3842	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

AGREEMENT of UNDERSTANDING (INCLUDES AFFIDAVIT OF FEES)
BETWEEN APEX MARINE, INC. AND
THE CITY OF ST. LOUIS
for the issuance of an
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

ITEM NO. 7e

DATE 12/3/19

This AGREEMENT between Apex Marine, Inc. and City of St. Louis is for the purpose of fulfilling the requirements of P.A. 198, as amended, in P.A. 334, Section 22. In consideration for the recommendation of approval of this Industrial Facilities Exemption Certificate, Apex Marine, Inc. understands that through its investment of at least \$320,000 and the City of St. Louis by its investment of the Industrial Facilities Tax Exemption Certificate (IFE), are mutually investing in and benefiting from this economic development project, and, furthermore, agree to the following:

-That Apex Marine, Inc. is expanding its current facility by 6,000 sq. ft. for increased production space, and the total facility will be approximately 114,106 sq. ft. when expansion is complete.

-That Apex Marine, Inc. will employ a minimum of 10 new positions and retain 150 current positions.

AND it shall be further understood that:

-Should Apex Marine, Inc. not comply with the terms of this agreement and complete the project described on the Application for an Industrial Exemption Certificate, dated November 13, 2019, THAT:

-The City of St. Louis retains the right to request of the State Tax Commission that the IFE be revoked and that any benefits (tax reductions) received by Apex Marine, Inc. be paid to the City of St. Louis and all other applicable taxing units.

This AGREEMENT is assignable and transferable by either party with advance written consent from both parties. This AGREEMENT may only be altered upon mutual written consent of both parties.

FURTHERMORE, the City of St. Louis and Apex Marine, Inc. affirm by the signatures below that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of this exemption certification application.

Mark Dupuie, President
Apex Marine, Inc.

PRINT

DATE

James Kelly, Mayor
City of St. Louis

PRINT

DATE

CONSENT AGENDA ITEM APPROVAL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 9A

For Meeting of December 3, 2019

ITEM TITLE: Maple Street
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve Payment to Spicer for Maple Street Professional Services in the amount of \$22,468.61.

Moved by:

Supported by:

Approve Payment to Spicer for Maple Street Professional Services in the amount of \$22,468.61.

Invoice



ENGINEERS
SURVEYORS
PLANNERS
ARCHITECTS

REMIT PAYMENT TO:
230 S. Washington Avenue
Saginaw, MI 48607
Phone (989) 754-4717
Fax (989) 754-4440

KEITH RISDON
CITY OF ST LOUIS
300 NORTH MILL STREET
ST LOUIS, MI 48880

November 6, 2019

Invoice No: 198869

Amount Due This Invoice \$22,468.61

Project Manager MARK NORTON

PROJECT 125945SG2018 ST LOUIS - MAPLE STREET INFRASTRUCTURE IMPROVEMENTS

Provide professional services to prepare plans and specifications to complete the design, grant administration, and construction administration of the Maple Street Infrastructure/Pavement improvements project between State St and Hazel.

Professional Services Rendered through Period October 26, 2019

PHASE CA Construction Administration

Sub-Task 0001ST Staking

Professional Charges

	Hours	Rate	Amount
Staff Surveyor III	1.50	150.00	225.00
Totals	1.50		225.00
Phase Total			225.00

Sub-Total \$225.00

Sub-Task 0003CA Construction Administration

Professional Charges

	Hours	Rate	Amount
Administrative Assistant	.50	68.00	34.00
Construction Services Tech I	10.00	105.00	1,050.00
Design Engineer III	1.50	130.00	195.00
Project Assistant	16.75	88.00	1,474.00
Project Engineer I	16.00	141.00	2,256.00
Project Manager IV	32.00	186.00	5,952.00
Totals	76.75		10,961.00
Phase Total			10,961.00

Reimbursable Expenses

UNITED PARCEL SERVICE

7/25/2019	UNITED PARCEL SERVICE Postage	8.97
8/29/2019	UNITED PARCEL SERVICE Postage	12.36
10/11/2019	UNITED PARCEL SERVICE Postage	12.28
	Sub-Total Reimbursables	33.61
		33.61

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

OKAY TO PAID
11.10

Project 125945SG2018 ST LOUIS - MAPLE STREET INFRASTRUCTURE Invoice 198869

Sub-Total \$10,994.61
 Sub-Total \$11,219.61
 TOTAL APPROVED FEE AMOUNT IS \$170,000

PHASE FD Final Design
 Professional Charges

	Hours	Rate	Amount	
Design Engineer III	2.75	130.00	357.50	\$9700 FROM APPROVED CHARGE(S) + REMAINING \$1450 FROM ORIGINAL DESIGN FEE
Project Assistant	.50	88.00	44.00	
Project Engineer I	65.50	141.00	9,235.50	
Project Manager I	.50	155.00	77.50	
Totals	69.25		9,714.50	
Phase Total			9,714.50	
Sub-Total			\$9,714.50	

PHASE GA Grant Administration
 Professional Charges

	Hours	Rate	Amount	
Project Manager IV	8.25	186.00	1,534.50	APPROVED FEE AMOUNT IS \$5000
Totals	8.25		1,534.50	
Phase Total			1,534.50	
Sub-Total			\$1,534.50	

TOTAL DUE THIS INVOICE \$22,468.61

Billings to Date

	Current	Prior	Total
Labor	22,435.00	79,983.00	102,418.00
Expense	33.61	0.00	33.61
Totals	22,468.61	79,983.00	102,451.61

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

CONSENT AGENDA ITEM APPROVAL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 9 B

For Meeting of December 3, 2019

ITEM TITLE: Penny Park Play Structures
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve Payment to Sinclair Recreation for Penny Park Play Structure Installation in the amount of \$6,758.00.

Moved by:

Supported by:

Approve Payment to Sinclair Recreation for Penny Park Play Structure Installation in the amount of \$6,758.00.



128 East Lakewood Blvd * Suite 40 * Holland, MI 49424

Invoice

DATE	INVOICE #
11/21/2019	MO19175

Bill To
City of St. Louis 320 E Prospect St St. Louis, MI 48880

Ship To
City of St Louis 320 E Prospect St St. Louis, MI 48880

P.O. No.	Sales Rep	Terms	Project
Quote 75076	JCB	Net 10	MO19175

Item	Description	Ordered	Prev. Invoiced	Invoiced	Rate	Amount
Installation	Installation of Play structure and swing	1	0	1	6,758.00	6,758.00

Subtotal	\$6,758.00
Sales Tax (6.0%)	\$0.00
Total	\$6,758.00
Payments/Credits	\$0.00
Balance Due	\$6,758.00

Please remit payments to:

Sinclair Recreation, LLC
PO Box 1409
Holland, MI 49422-1409

Phone #	Fax #	Web Site
616/392-7441	616/392-8634	www.sinclair-rec.com



CONSENT AGENDA ITEM APPROVAL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 9C

For Meeting of December 3, 2019

ITEM TITLE: Raw Water Transmission Main Project
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve Payment to Crawford Contracting for Raw Water Transmission Main Project for Wells 10 & 11 in the amount of \$316,051.54.

Moved by:

Supported by:

Approve Payment to Crawford Contracting for Raw Water Transmission Main Project for Wells 10 & 11 in the amount of \$316,051.54.

MariAnne Ryder

From: Keith Risdon
Sent: Monday, November 25, 2019 3:14 PM
To: Jamie Long; MariAnne Ryder
Cc: Kurt Giles; Bobbie Marr
Subject: FW: Signed Raw Water Line Pay Estimate No. 11
Attachments: PE11 - St Louis (Cat 001) Pay Estimate Summary.pdf; PE11 - Alma (Cat 002) Pay Estimate Summary.pdf; PE 011 2019-11-19 St Louis_Alma RWTM G140454.pdf

Mari Anne & Jamie,

Please add this to the next agenda.

This is the "almost" final for the Raw Water Transmission Main project for Wells 10 and 11. We have about \$5100 in extra work in the Spring due to weather. This estimate is for a total of **\$316,051.54** (\$105,346.61 in work and remainder is the release of retainage of about \$210,000).

Keith

From: Davenport, Sarah <sdavenport@fishbeck.com>
Sent: Monday, November 25, 2019 2:57 PM
To: Keith Risdon <krisdon@stlouismi.com>; Bobbie Marr <bmarr@stlouismi.com>
Cc: Willemin, John <jwillemin@fishbeck.com>; McDonald, Jeremy <jpmcdonald@fishbeck.com>; Jamie Long <jlong@stlouismi.com>
Subject: Signed Raw Water Line Pay Estimate No. 11

Hello Keith and Bobbie,

Signed Pay Estimate No. 11 is attached for your use. Please contact me if you have any questions.

Thanks,

Sarah Davenport | Office Technician
Fishbeck | c: 616.318.0942 | Fishbeck.com

** For your reference, my email and company name have changed. **

Total Control Panel

[Login](#)

To: krisdon@stlouismi.com
From: sdavenport@fishbeck.com

Message Score: 10
My Spam Blocking Level: High

High (60): Pass
Medium (75): Pass
Low (90): Pass

[Block](#) this sender
[Block](#) fishbeck.com

This message was delivered because the content filter score did not exceed your filter level.

City of Saint Louis
 Saint Louis Water Supply Replacement
 Wells 10 and 11 Raw Water Transmission Main
 Project No. G140454R

Application for Payment No. 11

APPLICATION AND RECOMMENDATION FOR PAYMENT

TO: City of Saint Louis
 In Care of: Fishbeck
 1515 Arboretum Drive, SE
 Grand Rapids, MI 49546

FROM (Contractor): Crawford Contracting, Inc.
 P.O. Box 1909
 Mt Pleasant MI 48858-9055

Application No: **11 - Saint Louis**
 Period From: March 28, 2019
 To: November 22, 2019

Project: Saint Louis Water Supply Replacement
 FTCH Project Number: G140454R

APPLICATION FOR PAYMENT:

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

1.	Original Contract Price	\$3,823,022.00
2.	Net change by Change Orders	-\$36,255.81
3.	Current Contract Price (1 plus 2)	\$3,786,766.19
4.	Gross Amount Due (From Unit Price Schedule)	\$3,376,023.21
	Retainage (Per Agreement)	_____ 0 % of Work Completed:
		_____ % of Stored Material:
5.	Total Retainage	\$0.00
6.	Amount Eligible to Date (4 minus 5)	\$3,376,023.21
7.	Less Previous Payments	\$3,063,142.83
8.	Amount Due This Application (6 minus 7)	\$312,880.38
9.	Balance to Finish, Plus Retainage (3 – 7 – 8)	<u>\$410,742.98</u>

CHANGE ORDER SUMMARY:

Change Orders Approved by Owner	ADDITIONS	DEDUCTIONS
Change Order No. 1	\$12,420.06	\$0.00
Change Order No. 2	\$0.00	-\$7,701.55
Change Order No. 3	\$22,819.47	-\$63,793.79
Change Order No. 4	\$0.00	\$0.00
Change Order No. 5	\$0.00	\$0.00
Net Change by Change Orders	-\$36,255.81	

APPLICATION AND RECOMMENDATION FOR PAYMENT

TO: City of Saint Louis
 In Care of: Fishbeck
 1515 Arboretum Drive, SE
 Grand Rapids, MI 49546

FROM (Contractor): Crawford Contracting, Inc.
 P.O. Box 1909
 Mt Pleasant MI 48858-9055

Application No: 11 - Alma
 Period From: March 28, 2019
 To: November 22, 2019

Project: Saint Louis Water Supply Replacement
 FTCH Project Number: G140454R

APPLICATION FOR PAYMENT:

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

1.	Original Contract Price	\$391,076.70
2.	Net change by Change Orders	\$9,688.25
3.	Current Contract Price (1 plus 2)	\$400,764.95
4.	Gross Amount Due (From Unit Price Schedule)	\$320,775.89
	Retainage (Per Agreement) _____ % of Work Completed:	
	_____ % of Stored Material:	
5.	Total Retainage	\$0
6.	Amount Eligible to Date (4 minus 5)	\$320,775.89
7.	Less Previous Payments	\$317,604.73
8.	Amount Due This Application (6 minus 7)	\$3,171.16
9.	Balance to Finish, Plus Retainage (3 – 7 – 8)	<u>\$79,989.06</u>

CHANGE ORDER SUMMARY:

Change Orders Approved by Owner	ADDITIONS	DEDUCTIONS
Change Order No. 1	\$2,426.00	\$0.00
Change Order No. 2	\$0.00	\$0.00
Change Order No. 3	\$7,262.25	\$0.00
Change Order No. 4	\$0.00	\$0.00
Change Order No. 5	\$0.00	\$0.00
Net Change by Change Orders	\$9,688.25	

CONSENT AGENDA ITEM APPROVAL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 9d

For Meeting of December 3, 2019

ITEM TITLE: Swimming Pool Project
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve Payment to Freed construction for Swimming Pool Project in the amount of \$15,325.00.

Moved by:

Supported by:

Approve Payment to Freed construction for Swimming Pool Project in the amount of \$15,325.00.



FREED CONSTRUCTION COMPANY

General Contractor

1497 Wright Avenue
Alma, MI 48807

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

November 26, 2019

I N V O I C E

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

ATTENTION: KURT GILES

RE: SECOND DRAW FOR SWIMMING POOL PROJECT

<i>BASE BID</i>		<i>\$58,122.00</i>
<i>OFFSET HOLLOW METAL FRAMES</i>	<i>ADD</i>	<i>600.00</i>
<i>INTERIOR BEAM WRAPS</i>	<i>ADD</i>	<i>4,183.00</i>
<i>TWO HOLLOW METAL DOORS & FRAMES (INTERIOR)</i>	<i>ADD</i>	<i>2,420.00</i>
<i>ADDITIONAL BRAKE METAL AT FRONT ENTRANCE</i>	<i>ADD</i>	<i>413.00</i>
<i>NEW CONTRACT TOTAL</i>		<i>\$65,738.00</i>
<i>FIRST DRAW</i>		<i>50,000.00</i>
<i>SECOND DRAW</i>		<i>15,325.00</i>
<i>BALANCE REMAINING</i>		<i>\$ 413.00</i>

AMOUNT DUE \$15,325.00

We appreciate you hiring us to complete this project for you.

Thank you.

BUSINESS OF THE CITY COUNCIL

St. Louis, Michigan
Agenda Statement

City Hall Use Only

Item No. 10A

For Meeting of December 3, 2019

ITEM TITLE: Farmers Market Site Selection Study
SUBMITTED BY: Kurt Giles
TELEPHONE: 681-4377

SUMMARY EXPLANATION:

Approve Proposal from Spicer Group for Farmers Market Site Selection Study as follows: Study and Report Phase in the amount of \$13,000.00. Preliminary Design Phase in the amount of \$17,000.00 for a total amount of \$30,000.00 to be paid by grant funds.

Moved by:

Supported by:

Approve Proposal from Spicer Group for Farmers Market Site Selection Study as follows: Study and Report Phase in the amount of \$13,000.00. Preliminary Design Phase in the amount of \$17,000.00 for a total amount of \$30,000.00 to be paid by grant funds.

November 20, 2019

Phil Hansen, DDA/Economic Development Director
City of St. Louis
300 North Mill Street
St. Louis MI, 48880

RE: St. Louis Farmers Market Site Selection Study
City of St. Louis, Gratiot County, Michigan
Letter Agreement for Professional Services

Mr. Hansen:

Thank you for the opportunity to quote services for your upcoming project. At your request, we propose to furnish to you, professional design services for the above-mentioned project. Listed below is our understanding of the proposed project, our planned scope of work and associated fee.

PROJECT BACKGROUND

The City of St. Louis has submitted and been awarded a grant to study a new location and concept for their Farmers Market. The City desires a report that would describe the location of, the required features, and the desired features of the proposed market. This report would give the city the necessary documents to make a site selection, and secure funding for the market via private donations, grants, and or other funding sources. The report would be tailored to fit the requirements for the USDA Preliminary Architectural Feasibility Report for potential USDA Rural Development financing.

We have prepared a proposal of services as follows:

SCOPE OF WORK

Spicer Group's scope of work for this project is as follows. This proposal will remain valid for 90 days.

I. Study and report Phase

A. USDA Architectural Feasibility Report:

- Meet with the city and other stakeholders in the project to determine the vision of the market. (1-2 meetings)
- Prepare a list of proposed sites, verify the sites meet the intent of the Zoning Ordinance with setbacks, building type, and size.
- Evaluate proposed sites and present a site recommendation.
- Prepare a basic concept of the site and how its to be used using basic bubble diagrams and site planning graphics.
- Prepare a building use program.
- Provide a preliminary opinion of cost for the project.

B. We will meet with you to review the draft USDA Architectural Feasibility Report. (1 meeting)

C. We will provide you with PDF files of the draft report.

II. Preliminary Design Phase

- A. Prepare sketches for floor plans and elevations of the proposed Farmers market derived from the draft USDA Architectural Feasibility Report.
- B. Meet with project stakeholders and discuss plans and elevations. (1-2 meetings)
- C. Create formal preliminary plans showing site, floor plan, exterior elevations, basic building section and materials.
- D. Update preliminary opinion of cost to meet the scope of the preliminary plans.
- E. Produce a final USDA Architectural Feasibility Report showing all processes of the work (due diligence) and the resulting preliminary plans, elevations, section and rendering.
- F. Provide presentation boards showing preliminary plans and rendering.
- G. Make final presentation to project stakeholders. (1 meeting)

The following are exclusions included, but not limited to, in this agreement:

- A. Facility operational budget (will need for USDA report)
- B. Utility layout/design (preliminary locations will be identified)
- C. Environmental evaluation/services
- D. Geotechnical evaluation/services

Note: all meetings are intended to be in St. Louis, MI.

-This space intentionally left blank -

FEE SCHEDULE

Our proposed fee schedule follows. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

- | | | |
|------------|---|--------------------|
| I. | Study and report Phase:
A lump sum in the amount of | \$13,000.00 |
| II. | Preliminary Design Phase:
A lump sum in the amount of | \$17,000.00 |

We have calculated these fees based on our understanding of what you want us to do and what you have told us. If you are not in agreement with the scope of service, we have outlined above please let us know and we will make the necessary revisions.

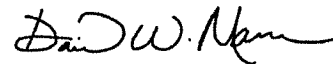
If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us. Upon receipt, we will start the project promptly.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



David S. Boersma, AIA, NCARB
Project Architect



David W. Marr, Assoc. AIA, M.Arch
Project Architect

SPICER GROUP, INC.
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 754-4717 ext. 5550
Fax: (989) 754-4440
mailto: david.marr@spicergroup.com

Cc: SGI File 127979SG2019
ALE, Acctg.

Above proposal accepted and approved by Owner.

CITY OF ST. LOUIS, MICHIGAN

By: _____
Authorized Signature

Printed Name

Title

Date: _____

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.2 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.3 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.4 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.5 **Code Compliance.** The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (submission to building authorities). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

3.6 **Statutes of Repose and Limitation.** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.7 **Verification of Existing Conditions.** Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.8 **Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.9 **Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.10 **Right of Entry.** OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner, Dated _____.

SPICER GROUP, INC.
STANDARD HOURLY RATES
Effective January 2019

Administrative Assistant.....	\$68.00	Technician III	\$93.00
Project Assistant	\$88.00	Technician IV	\$102.00
Construction Services Technician I	\$105.00	Technician V.....	\$112.00
Construction Services Technician II	\$120.00	Technician VI	\$119.00
Construction Services Technician III.....	\$131.00	Project Architect I.....	\$115.00
Construction Manager.....	\$150.00	Project Architect II	\$165.00
Senior Construction Manager	\$205.00	Landscape Architect	\$138.00
Survey Technician I.....	\$80.00	Planner I.....	\$106.00
Survey Technician II.....	\$90.00	Planner II	\$117.00
Crew Chief.....	\$120.00	Senior Project Planner I.....	\$155.00
Staff Surveyor I.....	\$130.00	Senior Project Planner II.....	\$205.00
Staff Surveyor II.....	\$140.00	Design Engineer I.....	\$120.00
Staff Surveyor III.....	\$150.00	Design Engineer II.....	\$125.00
Survey Project Manager.....	\$160.00	Design Engineer III	\$130.00
Project Surveyor I.....	\$170.00	Project Engineer I.....	\$141.00
Project Surveyor II.....	\$192.00	Project Engineer II.....	\$145.00
Senior Project Surveyor	\$205.00	Project Manager I	\$155.00
Designer I.....	\$115.00	Project Manager II.....	\$170.00
Designer II	\$130.00	Project Manager III.....	\$178.00
Designer III.....	\$135.00	Project Manager IV	\$186.00
Senior Designer.....	\$140.00	Senior Project Manager I.....	\$195.00
Technician I	\$70.00	Senior Project Manager II.....	\$205.00
Technician II	\$85.00	Senior Project Manager III	\$225.00



*Overtime rates for hourly workers will be charged at 1-1/2 times the above rates.
Standard Hourly Rates are subject to change on an annual basis.*

Founded in 1852
by Sidney Davy Miller



STEVEN D. MANN
TEL (313) 496-7509
FAX (313) 496-8451
E-MAIL mann@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

ITEM NO. 10B
DATE 12/3/19

MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CANADA
CHINA
MEXICO
POLAND
QATAR

November 26, 2019

Via email only

Mr. Kurt Giles
City Manager
City of St. Louis
108 W. Saginaw Street
St. Louis MI 48880-1589

Re: *Ordinance Authorizing Not to Exceed \$950,000
Water Supply and Sewage Disposal System Revenue Bonds, Series 2020*

Dear Kurt:

Enclosed please find the bond ordinance which we have prepared for consideration by the City Council at its meeting on December 3, 2019. The Ordinance authorizes the issuance of the above-captioned Bonds for the purpose of financing the water system improvements.

The Ordinance was prepared based upon the bond specifications provided by Tom Traciak of Baker Tilly, the City's registered municipal advisor. The Ordinance authorizes the issuance of the Bonds in an aggregate principal amount of *not to exceed* \$950,000. The Bonds are secured by and payable solely from the net revenues of the City's Water Supply and Sewage Disposal System and are being issued on equal standing and priority of lien with the City's outstanding Water Supply and Sewage Disposal System Revenue Bonds, Series 2013.

The Ordinance contains the mandatory requirements for revenue bond ordinances as required by Act 94 of 1933 (the "Revenue Bond Act"). The Ordinance sets forth the terms of the Bonds and provides for a negotiated sale of the Bonds. The Ordinance authorizes you, the Mayor, Finance Director/Treasurer, or the City Clerk (each an "Authorized Officer") to negotiate and award the sale of the Bonds to a bank or financial institution, to determine the final amount of the Bonds, and to take all steps necessary to effectuate the sale, issuance and delivery of the Bonds.

There are some blanks in the form of the Bond contained in Section 14 of the Ordinance (pages 8-10). These blanks are intentional and should not be completed. It is anticipated that adoption of the Ordinance will be the final action required by the City Council relating to the issuance of the Bonds.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Kurt Giles

-2-

November 26, 2019

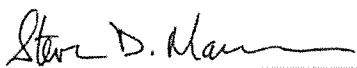
Pursuant to Section 6 of the Revenue Bond Act, the Ordinance may be adopted in one reading, notwithstanding any contrary provision in the City charter. The Ordinance is required by law to be published once in full after its adoption. In Section 23 of the Ordinance, we have provided that the Ordinance will be published in the *Gratiot County Herald*. If you plan to use a different newspaper, please let me know.

After adoption by the City Council, I would appreciate receiving three (3) original signed copies of the Ordinance. After publication, please send me three (3) affidavits of publication (with "tear sheets" attached) from the newspaper. These items will become part of the official bond transcript compiled for closing.

If you have any questions, please feel free to give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Steven D. Mann

Enclosure

cc: Bobbie Jo Marr, City of St. Louis
Keith Ridson, City of St. Louis
Tom Traciak, Baker Tilly
Andrew Campbell, Baker Tilly
Matthew G. Feldpausch, Baker Tilly
Sylvia Dimov, Miller Canfield

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ORDINANCE NO. B-239

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REVENUE BONDS TO PAY THE COST OF THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF IMPROVEMENTS TO THE WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS AND THE OUTSTANDING BONDS OF THE SYSTEM IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE SYSTEM AND THE BONDS AND OUTSTANDING BONDS OF THE SYSTEM.

THE CITY OF ST. LOUIS ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) "Authorized Officers" means the Mayor, City Manager, the City Clerk and Finance Director/Treasurer of the Issuer.
- (c) "Issuer" means the City of St. Louis, County of Gratiot, State of Michigan.
- (d) "Outstanding Bond" mean the Series 2013 Bond.
- (e) "Outstanding Ordinance" means Ordinance No. B-227.
- (f) "Project" means acquiring, constructing, furnishing and equipping improvements to the Issuer's water supply system, consisting generally of the replacement of water mains, service leads, service laterals, valves, fire hydrants, and the extension of water mains, including all necessary reconstruction of utilities, pavement, sidewalks, and roadways, together with interests in land and all related sites, structures, equipment, appurtenances and attachments thereto.
- (g) "Revenues" and "Net Revenues" mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues", the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinance and this Ordinance.

(h) "Sale Order" means the Sales Order to be executed by an Authorized Officer of the Issuer respecting the sale of the Series 2020 Bonds.

(i) "Series 2013 Bonds" means the Issuer's Water Supply and Sewage Disposal System Revenue Bond, Series 2013, dated September 1, 2013.

(j) "Series 2020 Bonds" means the Water Supply and Sewage Disposal System Revenue Bonds, Series 2020, of the Issuer authorized pursuant to this Ordinance.

(k) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Series 2020 Bonds and the principal and redemption premium, if any, on the Series 2020 Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Series 2020 Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(l) "System" means the entire Water Supply and Sewage Disposal System of the Issuer as defined in the Outstanding Ordinance.

(m) "Transfer Agent" means the Treasurer of the Issuer or a bank or trust company selected by an Authorized Officer at the time of the sale.

Section 2. Necessity; Public Purpose; Estimated Cost; Useful Life; Conditions of Outstanding Ordinance Satisfied. It is hereby determined to be a necessary public purpose of the Issuer to acquire, construct, furnish and equip the Project. The estimated cost of acquiring, constructing, furnishing and equipping the Project, including contingencies, engineering, legal and financing expenses, in an amount not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000) is hereby approved. The Issuer does hereby estimate the period of usefulness of the Project to be at least fifteen (15) years.

Except as changed by this Ordinance, all the provisions of the Outstanding Ordinance shall apply to the Series 2020 Bonds issued pursuant to this Ordinance, the same as though each of said provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of first lien revenue bonds to finance the cost of acquiring additions, extensions and improvements to the System; such purpose being authorized by the provisions of the Outstanding Ordinance, upon the conditions therein stated, which conditions have been fully met.

Section 3. Payment of Cost: Bonds Authorized. To pay the costs associated with the acquisition and construction the Project, including legal, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2020 Bonds, the Issuer shall borrow the sum of not to exceed Nine Hundred and Fifty Thousand Dollars (\$950,000), as finally determined in the Sale Order and issue the Series 2020 Bonds therefor pursuant to the provisions of Act 94. The remaining costs, if any, shall be defrayed from System funds on hand and legally available for such use.

Section 4. Bond Details. The Series 2020 Bonds shall be designated Water Supply and Sewage Disposal System Revenue Bonds, Series 2020, shall be payable solely and only out of the Net Revenues, as set forth more fully herein, shall consist of bonds of the denomination of \$1,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, or alternatively, may consist of a single-instrument, non-convertible bond, as shall be determined in the Sale Order. The Series 2020 Bonds will be dated as of the date of delivery and shall have principal installments which mature on March 1 in the years 2021 to 2035, inclusive, in such amounts as shall be determined in the Sale Order, and be subject to prior redemption as shall be determined in the Sale Order. The Series 2020 Bonds may be issued as serial or term bonds or both and may be subject to mandatory redemption prior to maturity as shall be determined in the Sale Order.

The Series 2020 Bonds shall bear interest at a rate or rates determined on the sale thereof, but in any event not exceeding 5% per annum, payable on March 1 and September 1 of each year, commencing September 1, 2020, or such later date as determined in the Sale Order, by check by check or draft mailed by the Transfer Agent to the person or entity who or which is, as of the 15th day of the month preceding the interest payment date, the registered owner at the registered address as shown on the registration books of the Issuer maintained by the Transfer Agent. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future. The principal of the Series 2020 Bonds shall be payable at the principal office of the Transfer Agent.

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond in the principal amount of the portion of the original bond not called for redemption. Notice of redemption shall be given in the manner specified in the form of the bonds contained in Section 14 of this Ordinance.

Section 5. Execution of Bonds. The Series 2020 Bonds shall be executed in the name of the Issuer with the manual or facsimile signatures of the Mayor and the City Clerk and shall have the Issuer's seal impressed or imprinted thereon. No Bond signed by facsimile signature shall be valid until authenticated by an authorized signer of the Transfer Agent. The Series 2020 Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser thereof in

accordance with instructions from the Treasurer of the Issuer upon payment of the purchase price for the Series 2020 Bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

Section 6. Registration and Transfer. Any bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond or bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new bond or bonds, for like aggregate principal amount. The Transfer Agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required (i) to issue, register the transfer of or exchange any bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of bonds selected for redemption as described in the form of bonds contained in Section 14 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any bond so selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part. The Issuer shall give the Transfer Agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The Transfer Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Series 2020 Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Transfer Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred, on said books, bonds as hereinbefore provided.

If any bond shall become mutilated, the Issuer, at the expense of the holder of the bond, shall execute, and the Transfer Agent shall authenticate and deliver, a new bond of like tenor in exchange and substitution for the mutilated bond, upon surrender to the Transfer Agent of the mutilated bond. If any bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Transfer Agent and, if this evidence is satisfactory to both and indemnity satisfactory to the Transfer Agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the Issuer, at the expense of the owner, shall execute, and the Transfer Agent shall thereupon authenticate and deliver, a new bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the bond so lost, destroyed or stolen. If any such bond shall have matured or shall be about to mature, instead of issuing a substitute bond the Transfer Agent may pay the same without surrender thereof.

The Series 2020 Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York (“DTC”) and any Authorized Officer of the Issuer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Series 2020 Bonds in book-entry-only form and to make such changes in the Bond form with the parameters of this ordinance as may be required to accomplish the foregoing.

Section 7. Payment of Series 2020 Bonds. The Series 2020 Bonds and the interest thereon shall be payable solely and only from the Net Revenues, and to secure such payment, there is hereby recognized a statutory lien upon the whole of the Net Revenues which shall be a first lien to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory first lien referred to herein shall be of equal standing and priority with the Issuer’s Outstanding Bond. Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentence, the statutory lien shall be terminated with respect to that series of Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Series 2020 Bonds of that series shall no longer be considered to be outstanding under this Ordinance.

Section 8. Bondholders’ Rights; Receiver. The holder or holders of the Series 2020 Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Series 2020 Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2020 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Series 2020 Bonds and the security therefor.

Section 9. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance.

Section 10. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the Issuer.

Section 11. Fixing and Revising Rates. The rates presently in effect in the Issuer are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Series 2020 Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, the rates shall be set from time to time so that there shall be produced Net Revenues in an amount equal to 110% of the principal of and interest on the Bonds coming due in each fiscal year. The rates shall be reviewed not less than once a year and shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 12. Funds and Accounts; Flow of Funds. The funds and accounts and the flow of funds established in Section 12 of the Outstanding Ordinance are hereby continued.

Section 13. Disposition of Bond Proceeds. There is hereby established in a bank insured by the Federal Deposit Insurance Corporation to be selected by the Treasurer, a separate depository account to be designated "Water Supply and Sewage Disposal System Revenue Bonds, Series 2020 Construction Fund", the moneys from time to time on deposit to be used solely to pay the cost of the Project and the incidental costs set forth in Section 3 of this Ordinance. The proceeds of sale of the Series 2020 Bonds shall be allocated and used as follows, or as set forth in the Sale Order:

First, any premium and accrued interest for the Series 2020 Bonds, if any, shall be deposited into the Bond and Interest Redemption Fund established by the Outstanding Ordinance.

Second, an amount necessary to fully fund the Bond Reserve Account, If required by the purchaser of the Series 2020 Bonds, shall be deposited into the Reserve Account in the Bond and Interest Redemption Fund.

Third, the amount of funds necessary to pay the costs of the Project, as set forth in the Sale Order, shall be deposited in the Water Supply and Sewage Disposal System Revenue Bonds, Series 2020 Construction Fund. Moneys in the Construction Fund shall be applied solely in payment of the cost of the acquisition and construction of the Project, including any engineering expenses incident thereto and costs of issuance related to the Series 2020 Bonds.

Any unexpended balance of the proceeds of sale of the Series 2020 Bonds in the Construction Fund remaining after completion of the Project may, in the discretion of the Issuer, be used for further improvements and extensions to the System. Any remaining balance after such expenditure, or in the event no such expenditure is made, the entire unexpended balance shall be paid into the Bond and Interest Redemption Fund and used for the redemption or purchase of callable Bonds or for any other purpose permitted by Act 94. The proceeds of sale of said bonds may be invested in whole or in part in the manner provided by Act 94.

Section 14. Bond Form. The Series 2020 Bonds shall be in substantially the following form:

[THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MICHIGAN UNIFORM SECURITIES ACT, AS AMENDED, IN RELIANCE UPON EXEMPTIONS THEREUNDER. ANY RESALE OR OTHER TRANSFER OF THIS BOND MAY BE MADE ONLY UPON REGISTRATION UNDER SUCH ACTS OR IN AN EXEMPT TRANSACTION UNDER SUCH ACTS AND UPON COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THOSE ACTS OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.]

R-1
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF GRATIOT

CITY OF ST. LOUIS

WATER SUPPLY AND SEWAGE DISPOSAL
SYSTEM REVENUE BOND, SERIES 2020

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	March 1, 20__	_____, 2020	

Registered Owner:

Principal Amount:

The City of St. Louis, County of Gratiot, State of Michigan (the "Issuer"), acknowledges itself to owe and for value received hereby promises to pay, solely and only out of the hereinafter described Net Revenues of the Issuer's System (hereinafter defined), the Principal Amount shown above in lawful money of the United States of America to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue shown above or such later date to which interest has been paid, until paid, at the Interest Rate per annum shown above, payable on _____ 1, 20__, and semiannually thereafter. Principal of this bond is payable [at the _____ office of _____, _____, Michigan,] [by the City Treasurer] (the "Transfer Agent"), or such other Transfer Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date. Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is, as of the fifteenth (15th) day of the month preceding the interest payment date, the registered owner of record, at the registered address as shown on the registration books of the Issuer kept by the Transfer Agent. For prompt payment of principal and interest on this bond, the Issuer has irrevocably pledged the revenues of the Water Supply and Sewage Disposal System of the Issuer (the "System"), including all appurtenances, extensions and improvements thereto, after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory first lien thereon is hereby recognized and created.

This bond is [a single, fully-registered, non-convertible bond] [one of a series of bonds] of even Date of Original Issue [in] [aggregating] the principal sum of \$_____, issued pursuant to Ordinance No. B-227 and Ordinance No. ___ of the Issuer, duly adopted by the Issuer Council of the Issuer (collectively, the "Ordinances"), and under and in full compliance with the

Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying the cost of acquiring and constructing additions, extensions and improvements to the System.

The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the Issuer's Water Supply and Sewage Disposal System Revenue Bond, Series 2013, dated September 17, 2013 (the "Outstanding Bond"). For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of equal standing as to the Net Revenues may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances.

[Insert redemption provisions.]

In case less than the full amount of an outstanding bond is called for redemption the Transfer Agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption of any bond or portion thereof shall be given by the Transfer Agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of \$1,000 and any bond of a denomination of more than \$1,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by \$1,000 and such bond may be redeemed in part. Notice of redemption for a bond redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bond or portion thereof.

This bond is a self-liquidating bond and is not a general obligation of the Issuer and does not constitute an indebtedness of the Issuer within any constitutional, statutory or charter debt limitation of the Issuer but is payable solely and only, both as to principal and interest, from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

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

[This][Any bond is transferable only upon the books of the Issuer kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered

owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinances authorizing the bonds, and the Outstanding Bond, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond [and the series of bonds of which this is one] have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Issuer, by its City Council, has caused this bond to be executed with the [manual/facsimile] signatures of its Mayor and its City Clerk and its corporate seal [or a facsimile thereof] to be [impressed/printed] hereon, all as of the Date of Original Issue.

CITY OF ST. LOUIS

By _____
Its Mayor

(Seal)

Countersigned:

By _____
Its City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Ordinances.

_____, Michigan
Transfer Agent

By _____
Authorized Signatory

Date of Registration: _____

{INSERT STANDARD FORM OF ASSIGNMENT}

Section 15. Authorization of Negotiated Sale. The Issuer has considered the option of selling the Series 2020 Bonds through a competitive sale and a negotiated sale, and has determined to proceed with the sale of the Series 2020 Bonds through negotiated sale because a negotiated sale will result in the most efficient and expeditious means of selling the 2020 Bonds and will result in the lowest interest cost to the Issuer.

Section 16. Placement of Bonds; Delegation to Authorized Officer; Sale Order. The Authorized Officers are each authorized to select a purchaser for the Series 2020 Bonds, negotiate the sale with the purchaser, negotiate and execute a Sale Order specifying the final terms of the Series 2020 Bonds and take all other necessary actions required to effectuate the sale, issuance and delivery of the Series 2020 Bonds within the parameters authorized in this Ordinance.

Section 17. Tax Covenant; Qualified Tax Exempt Obligations. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2020 Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. The Issuer hereby designates the Series 2020 Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

Section 18. Adjustment of Bond Terms. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Series 2020 Bonds and in pursuance of the forgoing is each authorized to exercise the authority and make the determinations pursuant to Sections 7a(1)(c)(i) and (v) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights, designation as qualified tax-exempt obligations and other matters within the parameters established by this Ordinance, *provided* that the interest rate per annum on the Series 2020 Bonds shall not exceed five percent (5.00%), the purchase price shall not be less than 99.50% of the par amount of the Series 2020 Bonds, and the Series 2020 Bonds shall mature no later than sixteen (16) years from the date of issuance.

Section 18. Authorization of other Actions. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, and make such other filings with the Michigan Department of Treasury or with other parties, to enable the issuance, sale and delivery of the Series 2020 Bonds as contemplated herein.

Section 19. Appointment of Bond Counsel. The representation of the Issuer by Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel is hereby approved, notwithstanding its periodic representation in unrelated matters of parties to the transaction.

Section 20. Appointment of Municipal Advisor. The Issuer hereby appoints Baker Tilly Municipal Advisors, LLC as the municipal advisor with respect to the Series 2020 Bonds.

Section 21. Repeal, Savings Clause. All ordinances, resolution or order, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 22. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 23. Publication and Recordation. This Ordinance shall be published in full in the *Gratiot County Herald*, a newspaper of general circulation in the Issuer, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 24. Effective Date. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall immediately be effective upon its adoption.

Adopted and signed this 3rd day of December, 2019.

Signed _____
Its Mayor

Signed _____
Its City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of St. Louis, County of Gratiot, State of Michigan, at a regular meeting held on the 3rd day of December, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: _____
and that the following Members were absent: _____.

I further certify that Member _____ moved adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance:
_____ and that the following Members voted against adoption of said Ordinance: _____.

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

City Clerk

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