Amended Agenda St. Clair Shores City Council Meeting Monday, May 2, 2016 7:00 p.m.

City Hall, 27600 Jefferson Circle Drive, St. Clair Shores MI 48081 (586) 447-3303 www.scsmi.net

NOTE: Items in this package have been linked to speed up download time. See specific Agenda Item for link.

1. Call to Order, Roll Call and Pledge of Allegiance
2. Proclamations & Presentations - Shorewood Kiwanis Rubber Ducky Derby
3. Audience Participation on agenda items (2 minute time limit) [Submit form to City Clerk prior to start of meeting]
4. Planning Commission - PPC160006 Request for site plan approval for interior and exterior renovations at 27919 Harper Avenue, Gaudino's, represented by Thomas Amato
5. Request to Amend Ordinance 19.650 Liquor License Ordinance Section 19.654 Sect 4 (8)
6. Planning Commission - PPC160007 Request for Site Plan Approval for a permanent roof over a patio at 24504 Jefferson, Jefferson Yacht Club, represented by Ken Blondell
7. Planning Commission PPC160005 Request for approval for 2016-2017 Community Development Block Grant program budget (tabled from 4/18/16)
8. ~~Approval of Expansion of existing ExteNet (formerly Clearlink) in the Public Right-of-Way under the METRO Act Permit (rescheduled from 4/4/16)~~
9. Request for Approval of a Notice of Intent Resolution for the CDBG Program Section 108 Loan Guarantee for the Senior Activity Center Renovation and Expansion Project – indicating the City's intent to issue Notes to finance the Senior Center Improvements and expansion and authorizing publication of a Notice of Intent to Issue Notes
10. Request for approval of a Resolution Authorizing Issuance of Notes for the CDBG Program Section 108 loan Guarantee for the Senior Activity Center Renovation and Expansion Project– authorizing the issuance of Notes in an amount not to exceed $1,760,000 approving various documents and delegating to City officials to sign all related loan and Note documents from the Department of Housing and Urban Development
11. Request for Authorization of transfer of funds for the construction of the Bathrooms at Veterans Memorial Park
12. Request for approval of revised permit fees structure for CDI
13. Bids/Contracts/Purchase Orders –
    a. Request to award the bid for the CDBG Rehab Project (bids opened 4/18/16)
    b. Request to award bid for Bleacher Repair and Retrofitting Services at Civic Arena (bids opened 4/19/16)
    c. Request to award bid for Property and Liability Coverage effective 7/1/2016
14. Consent Agenda *Items shall be considered without debate by motion and vote of Council, unless a member of Council specifically requests action taken separately on said item*
    a. Bills
    b. Fees - none
    c. Progress Payments - none
    d. Approval of Minutes
    e. Receive & File Boards, Commissions & Committee Minutes
    f. Approval to Publish Notice and Set the Public Hearing on the Proposed FY 2016-17 Budget and Millage Rate on June 6, 2016
    g. Request from City Clerk to award RFP for miscellaneous election printing/addressing and increase FY 2016 blanket purchase order for Printing Systems, Inc.
15. Approve amended resolution for the Police and Fire Charter Amendment Special Election on August 2, 2016
16. Updates and follow-ups from Council Meeting
17. Comments by Individual Councilpersons
18. City Manager's Report
19. Audience Participation (5 minute time limit) *"The Views and Opinions Expressed Under Audience Participation are those of the Individual Citizen Only and Do Not Necessarily Represent the Views and Opinions of the Mayor, City Council or Administration of the City of St. Clair Shores."*
20. Mayor's Comments

Individuals with disabilities or impairments who plan to attend this meeting need to contact the City Clerk's office at (586) 447-3303 or via Michigan Relay Center at (800) 649-3777 (771 from TTY) if auxiliary aides or services are needed. A request for service form is available at all City departments. Ten (10) business days advance notice is required.

Anyone requesting items to be placed on the agenda must submit the request in writing to the City Clerk (12) days prior to the meeting. Please note that only items requiring official Council action will be placed on the Council agenda. Other matters will be considered under the audience participation portion of the meeting. ***Note:*** *At the end of each Audience Participation time, the cameras are returned to the Council.*

Broadcasts of regular Council meetings are shown via Comcast Cable, Channel 5, WideOpenWest Cable, Channel 10, and AT&T, Channel 99 Sunday – Saturday at 8 a.m., Monday, Tuesday & Thursday at 7 p.m.

COUNCIL COMMUNICATION Item # - 4

MES

From: Michael E. Smith, City Manager

Subject: Planning Commission PPC160006 - Request for site plan approval for interior and exterior renovations at 27919 Harper, Gaudino's, represented by Thomas Amato

Prepared by: Liz Koto, City Planner

City Manager's Recommendation:

I recommend the approval of the request for site plan approval for interior and exterior renovations at 27919 Harper, Gaudino's, represented by Thomas Amato.

Summary Justification/Background: (full justification/background is attached)

The applicant is requesting Site Plan Approval for interior and exterior renovations to a 5,120 square foot building that used to be occupied by Giglio's Market and prior to that, Gaudino's Market, both grocery stores. The petitioner is proposing a hybrid use of the interior of the space. A portion of the space will contain display cases containing foods that could be consumed on-site or carried-out including coffee, gelato, cheese, meats, fresh sausage, prepared foods, and beer and wine. Scattered throughout the store will be seating for consumption of various foods and beverages that are available for sale. Some dry good merchandise will also be for sale along the perimeter walls. The rear third of store is proposed to be the kitchen area where food will be prepped and cooked. The site plan also proposes a banquet room as well as a 450 square foot outdoor seating area. The site plan indicates the existing building will be painted on all sides, new doors will be installed where the rounded windows currently exist, a new parapet wall will be constructed of stained and varnished wood, new windows will be added to the north and south elevations, and a 30 inch wall is proposed around the parking lot.

Planning Commission Application
Site Plan
Elevations
Draft Meeting Minutes from April 12, 2016 Planning Commission Meeting

Council Action:

It was moved by Councilperson _____, and supported by Councilperson _____, to approve/deny the request for site plan approval for interior and exterior renovations at 27911 Harper, Gaudino's, represented by Thomas Amato, as recommended by the City Manager with the following conditions: the hours of operation shall be from 6:00 a.m. to midnight on Sunday-Wednesday, and 6am until 2 am on Thursday, Friday, and Saturday; nautical lights are required in the parking lot should the petitioner chose to light the lot; variances from the Zoning Board of Appeals will be required for the proposed painted concrete block 30 inch brick kneewall, the wood on the facade, and the 20 parking spaces, a hold harmless agreement may be required for the undulating metal awning structure over the front façade, and all mechanical equipment shall be screened on all four sides.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

April 12, 2016 PCC160006

Application to Appear Before St. Clair Shores

PLANNING COMMISSION

Read & follow the Instructions & Procedures for Filing before completing this application. Submit this application with the FULL SITE PLAN and ELEVATIONS in the following formats: SIX (6) full-sized copies, ONE (1) 8½" x 11" copy, & ONE (1) electronic copy to City of St. Clair Shores Planning Department, 27600 Jefferson Circle Dr., St. Clair Shores, MI 48081

Regular meetings are held on the 2nd & 4th Tuesday of each month at 7 p.m.

Name of Applicant THOMAS AMATO **Business Name** GAUDINO'S

Address of Applicant 27911 HARPER AVE

Phone (313) 670-8540 **Fax** (____)

Property Owner Name & Address (if different from applicant)

Address of Property Being Reviewed 27919 HARPER AVE

REQUEST (circle all that apply): [SITE PLAN APPROVAL] REZONING SPECIAL USE REQUEST OTHER

EXISTING ZONING OF PROPERTY (circle one): RA RB RM1 RM2 O1 [B1] B2 B3 CLD LI P1 RF

LEGAL DESCRIPTION OR PARCEL NUMBER:

DIMENSIONS OF LAND & TOTAL ACREAGE: 130' x 260' = 33,800 SF OR .77 ACRES.

STREET LOCATION TO NEAREST INTERSECTION:

PROPOSED USE OF LAND &/OR NAME OF DEVELOPMENT: GAUDINOS.

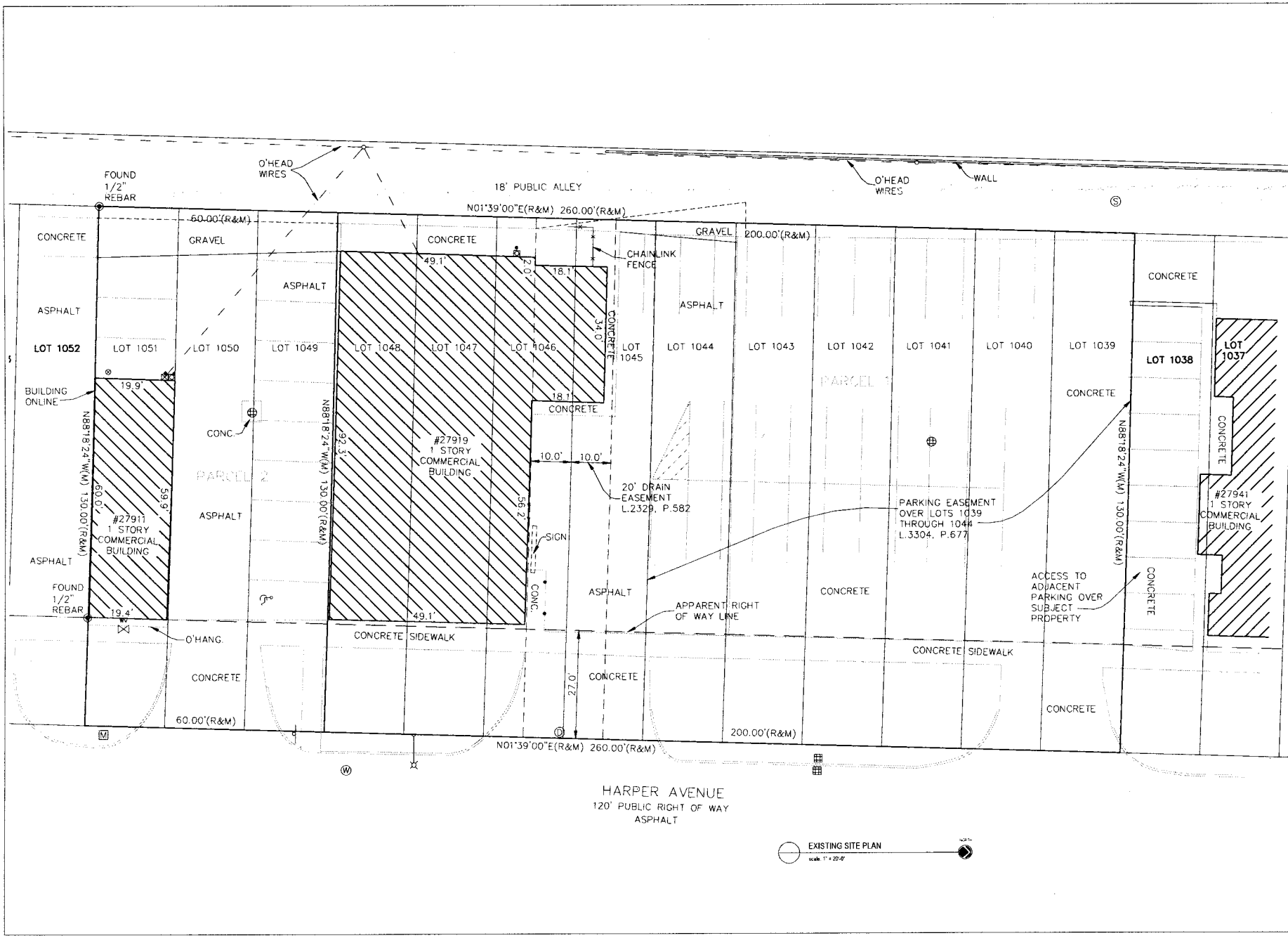
DESCRIPTION OF PROPOSED BUILDING(S): EXISTING BUILDINGS, 5,120 SF GAUDINO'S & 1,179 SF OFFICE BLDG. BOTH BRICK & BLOCK.

NAME & ADDRESS OF PREPARER OF SITE PLAN: ROMAN BONISLAWSKI, R.A. RON AND ROMAN INC. 275 E FRANK ST, BIRMINGHAM MI 48009

AMT RECEIVED ____ *DATE RECEIVED* ____ *RECEIVED BY* ____

Signature of Petitioner

[redacted]



RONANDROMAN
architects et al.
275 E. Front St. Birmingham MI 48009
o) 248.728.5750 f) 248.728.5786

Project:

Gaudino's
27919 Harper Ave.
Saint Clair Shores, MI 48081

Seal:

Issue Date:

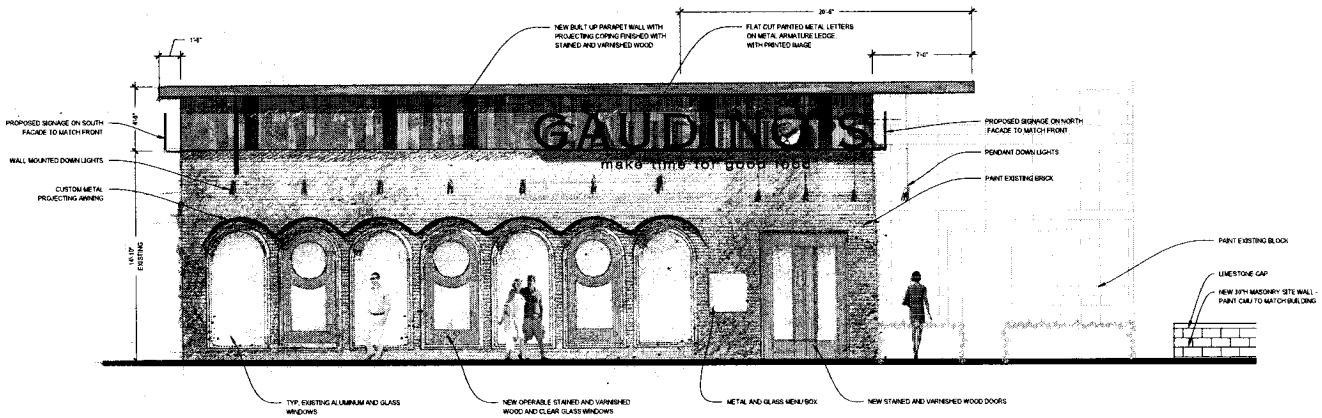
Site Plan Approval	4/1/2016

Sheet Title:

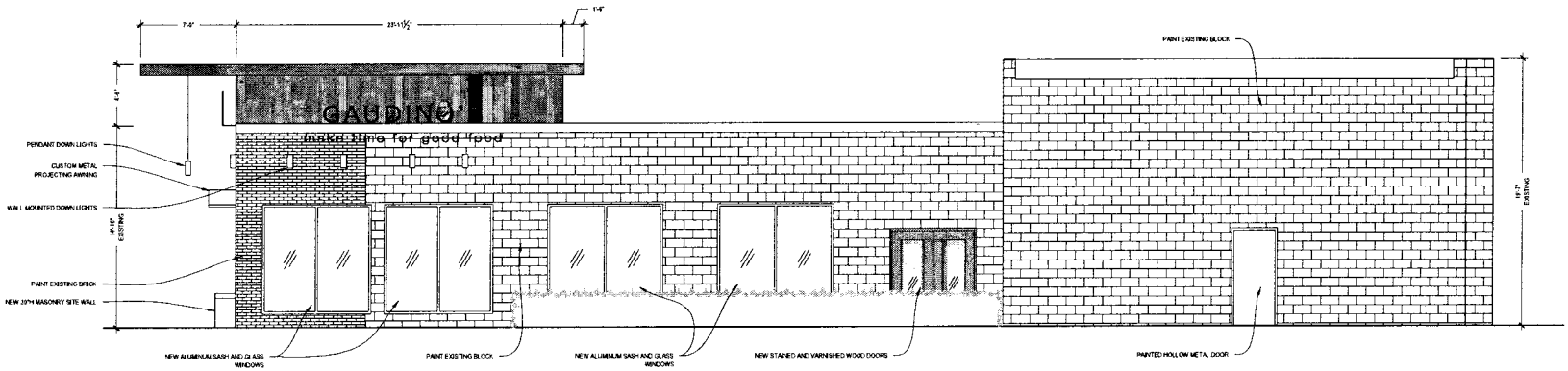
EXISTING SITE PLAN

Sheet Number:

SP-101



EAST ELEVATION
scale: 1/4" = 1'-0"



NORTH ELEVATION
scale: 1/4" = 1'-0"

R O N A N D R O M A N
architects et al.
278 E. Frank St. Birmingham MI 48009
o) 248.728.8790 f) 248.728.8788

Project

Gaudino's
27919 Harper Ave.
Saint Clair Shores, MI 48081

Seal

Issue Date

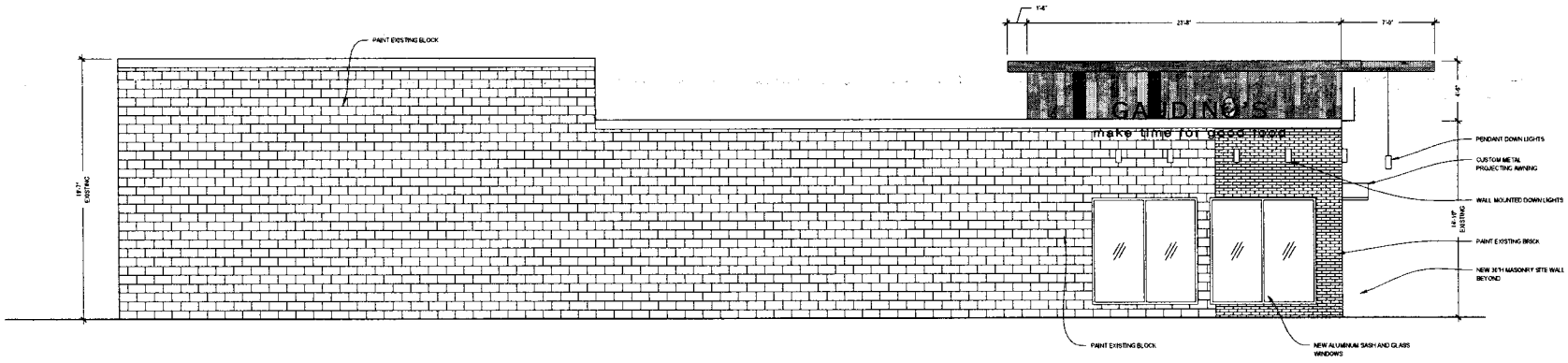
Site Plan Approval	4/1/2016

Sheet Title:

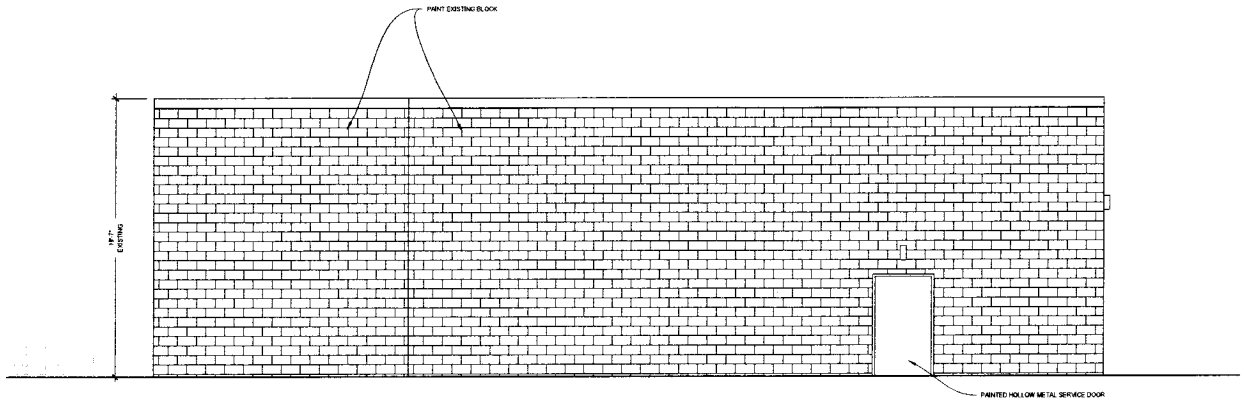
EXTERIOR ELEVATIONS

Sheet Number

A201



SOUTH ELEVATION
scale 1/4" = 1'-0"



WEST ELEVATION
scale 1/4" = 1'-0"

ROMANDROMAN
architects et al.
270 E. Frank St. Birmingham MI 48009
t) 248.725.8700 f) 248.725.8705

Project

Gaudino's
27919 Harper Ave.
Saint Clair Shores, MI 48081

Seal

Issue Date

Site Plan Approval	4/1/2015

Sheet Title

EXTERIOR ELEVATIONS

Sheet Number

A202

PLANNING COMMISSION

A MEETING OF THE ST. CLAIR SHORES PLANNING COMMISSION HELD ON TUESDAY, APRIL 12, 2016, AT 7:00 P.M., IN CITY HALL in the CITY COUNCIL ROOM, 27600 JEFFERSON AVENUE, ST. CLAIR SHORES, MICHIGAN.

PRESENT
Kathryn Hanson, Secretary
David Schelosky, Vice-Chairman
Michael Descamps
Jeff Mazzenga
Ed Jones
Paul Doppke, Chairman
Brandon Johnson

ALTERNATES
Mike Bojalad
David Burns

Calvin Brown, City Attorney
Liz Koto, City Planner
Shantelle Hubbard, Recording Secretary

ABSENT
Robert Hison, Excused
Nicole Mangis, Excused

CALL TO ORDER

Chairman Doppke called the meeting to order at 7:00 p.m.

Secretary Hanson called roll. Nine commissioners were present.

Secretary Hanson motioned, seconded by Commissioner Mazzenga to excuse Commissioner Hison and Commissioner Mangis.

A ROLL CALL WAS TAKEN:
AYES: ALL
NAYS: NONE
ABSENT: MANGIS, HISON

MOTION: PASSED

CASE NO. PPC160006 – REQUEST FOR SITE PLAN APPROVAL FOR INTERIOR AND EXTERIOR RENOVATIONS FOR A COMBINATION RESTAURANT WITH SERVICE OVER THE COUNTER AND RETAIL STORE, GAUDINO'S, 27919 HARPER AVENUE, REPRESENTED BY THOMAS AMATO.

The request is reviewed as follows:

* * * * * *

The applicant is requesting Site Plan Approval for interior and exterior renovations to a 5,120 square foot building that used to be occupied by Giglio's Market and prior to that, Gaudino's Market, both grocery stores. The petitioner is proposing a hybrid use of the interior of the space. A portion of the space will contain display cases containing foods that could be consumed on-site or carried-out including coffee, gelato, cheese, meats, fresh sausage, prepared foods, and beer and wine. Scattered throughout the store will be seating for consumption of various foods and beverages that are available for sale. Some dry good merchandise will also be for sale along the perimeter walls. The rear third of store is proposed to be the kitchen area where food will be prepped and cooked. The site plan also proposes a banquet room as well as a 450 square foot outdoor seating area. The site plan indicates the existing building will be painted on all sides, new doors will be installed where the rounded windows currently exist, a new parapet wall will be constructed of stained and varnished wood, new windows will be added to the north and south elevations, and a 30 inch wall is proposed around the parking lot.

* * * * * *

Planning Commission Chairman – Please read this statement into the record prior to reviewing the site plan to the petitioner.

The Planning Commission and City Council understand that your presence here tonight constitutes that you are a legal representative of the petitioner for Planning Case PPC160006. Each statement of intent, promise and/or pledge, made by you, the petitioner or agent, either orally or in writing, if permitted by Ordinance, shall be binding upon the petitioner and shall be a condition of said special land use and site plan approval.

* * * * * *

The request is reviewed as follows:

1) Zoning- The zoning of the parcel is B-1, Local Business District. A retail store and a restaurant are allowable uses within the district. The property also falls within the Harper Avenue Overlay Zone.

2) Adequacy of Information (Section 35.82, 5, a) –The information provided is adequate for this review.

3) Site Design Characteristics (Section 35.82, 5, b) – The site plan indicates interior and exterior renovations to the existing vacant building. The exterior renovations include the installation of windows on the north and south elevations, the replacement of some windows on the Harper elevation with operable doors, the creation of a 450 square foot outdoor seating area, painting all exterior walls, the construction of a parapet finished in stained and varnished wood, and the construction of a 30 inch knee wall along the east side of the parking area.

4) Preservation of Natural Areas (Section 35.82, 5, c) – There are no natural areas to preserve.

5) Privacy (Section 35.82, 5, d) – A six foot concrete wall is located at the rear of the building.

6) Emergency Vehicle Access (Section 35.82, 5, e) – Emergency vehicle access will be from the existing curb cut that is south of the building or north of the building. Emergency vehicle access can also be obtained from the public alley.

7) Ingress and Egress (Section 35.82, 5, f) – The site plan proposes to eliminate a drive approach to the site. The curb cut to the north of the building will remain. Ingress and egress to the site will remain the same. Please note that the owner of 27919 Harper has a cross-easement parking agreement with the owner of 27941 Harper (office building to the north)

8) Pedestrian Circulation (Section 35.82, 5, g) – Pedestrian circulation will not change.

9) Vehicular and Pedestrian Circulation Layout (Section 35.82, 5, h) –The circulation layout is adequate for this review.

10) Drainage (Section 35.82, 5, i) – The petitioner has indicated that he proposes to patch and repair the parking lot once the weather has improved.

11) Exterior Lighting (Section 35.82, 5, j) – The site plan indicates the placement of the St. Clair Shores standard nautical light in two locations within the parking lot.

12) Public Services (Section 35.82, 5, k) – Public services will not be affected by the proposed use.

***13) Landscaping, Fences, and Walls** (Section 35.82, 5, l) – The site plan proposes the installation of a 30 inch painted concrete masonry kneewall along the east side of the parking lot. The site plan also proposes a landscape island at the rear of the parking lot and the installation of trees within the right-of-way of Harper. Additional landscaping is proposed around the outdoor seating area

Concrete masonry units (concrete block) is not an allowable finish material. Staff recommends using unpainted brick or requesting a variance from the Zoning Board of Appeals to allow painted block.

***14) Exterior Building Treatment** (Section 35.82, 5, m) – The site plan indicates the exterior of the entire building will be painted, new windows will be installed on the north and south sides of the building, every other window on the east elevation will be removed and replaced with an operational door, an outdoor seating area is proposed, delineated by dense landscaping, and stained and varnished wood is proposed along the parapet of the building to create an architectural appeal.

A variance from the Zoning Board of Appeals will be required for the stained and varnished wood along the parapet.

***15) Waste Storage** (Section 35.82, 5, n) – Waste storage has not been indicated on the plans.

Any waste storage such as a dumpster must be screened on all sides, cannot obstruct a parking space, and cannot be located within a public alley.

***16) Mechanical Equipment** (Section 35.82, 5, o) –Mechanical equipment has not been shown on the plans.

Mechanical equipment, whether placed at grade or on the roof of the structure, must be screened on all visible sides.

***17) Parking** (Section 35.73, 12, a) – 27919 Harper is 5,120 square feet. 27911 Harper, located immediately south, is owned by the same entity as 27919 Harper. The parking lot north of 27919 Harper is a shared parking lot with 27941 Harper. Between these three properties, there are 56 parking spaces for the three buildings.

The parking breakdown is as follows:

27911 Harper-1,179 square foot general office building. 1 space per 250 square feet is required for office uses. A total of 5 parking spaces are required for this building.
27919 Harper- 5,120 square foot restaurant with service over a counter and retail space plus 450 square foot outdoor seating area. 2,560 square feet of retail requires 1 space per 200 gross square feet or 13 parking spaces and 2,560 gross square feet plus 450 square feet of restaurant requires 1 space per 75 gross square feet or 40 parking spaces.

27941 Harper- 4,500 square foot general office building. 1 space per 250 gross square feet or 18 parking spaces.

27911 Harper-5 parking spaces required
27919 Harper-53 parking spaces required
27941 Harper-18 parking spaces require

Total parking required: 76 spaces
Total parking provided: 56 spaces

A 20 space parking variance for 27919 Harper will be required from the Zoning Board of Appeals.

18) Setbacks (Section 35.66) – Not applicable.

19) Building Height (Section 35.66) – The site plan indicates the building height will be a total of 19 feet 7 inches. A single story building within the B-1 district cannot exceed 20 feet.

20) Transformer Pad –No new transformers are proposed.

21) Screening Wall – A 6 foot concrete screen wall exists at the rear of the site.

22) Signs – Signs will be evaluate under a separate review.

23) Loading (Section 35.75) – A loading area has been provided at the rear of the building, adjacent to the alley.

24) Other –

ITEMS OF CONCERN – 13 14 15 16 17
Staff recommends approval of this proposal based on attention to the items listed above.

Tom Amato, 27911 Harper, introduced himself. Mr. Amato explained that his father-in-law owned this building in the early 1970's and brought the original Gaudino's to this location. He later sold the building to Giglio's market in the 1980's. After the building

sat vacant for many years, Mr. Amato, as a tribute to his wife's family, bought the building. Mr. Amato's intention is to renovate the interior and exterior of the building with a modern design to create a market that has over the counter service as well as some Italian groceries. People could eat-in or carry out fresh fare.

Roman Bonislawski, R. A. with Ron and Roman, Inc., stated that they intend to renovate the interior and exterior of the building and improve the parking lot. Mr. Bonislawski approached the board with drawings of the building.

Mr. Bonislawski stated that Mr. Amato owns the office building immediately south, and he may make improvements to the exterior of that building as well, sometime in the future. Mr. Bonislawski stated that the parking lot on the north side of the building will be improved. New striping and lighting is also proposed. The exterior improvements to the building will include adding windows on the north façade and a patio. A loading zone already exists at the rear. The interior layout will allow someone to see the open kitchen from Harper. There will also be a small private dining area where meetings or small parties could be held.

They will be adding four feet to the height of the building to screen the mechanical equipment. The material they plan to use, varnished wood, is not allowed per ordinance. However, the varnished wood will create an architectural appeal. The building will be painted on all sides. A two foot deep custom metal fabricated awning is proposed on the front of the building. Mr. Amato stated that he has decided not to have a picture of his father-in-law as part of the sign. They also plan to remove a curb cut along Harper Avenue and reconfigure the parking layout. The reason that there is a parking issue is because there is an easement between Mr. Amato and the property to the north that has been in place for decades. The will landscape the property with well-groomed trees, and they will patch, or more likely, repair the parking lot. They are also proposing a 30 inch painted concrete block wall along the parking lot. They realize that a variance to allow block is required.

Chairman Doppke stated that he is in favor of the plan. He feels that St. Clair Shores needs to get with the times and update the allowable types of finishes.

Commissioner Mazzenga stated that they are not the only people in the city who have used wood and have asked for a variance. Commissioner Mazzenga agreed with Chairman Doppke's statement that businesses need more than just brick, stone, or glass.

Commissioner Schelosky that the wood does look good.

Commissioner Burns stated he agrees that the wood material would look good. By using the wood they will have to go in front of the Zoning Board of Appeals.

Chairman Doppke questioned Ms. Koto about whether they will have to go to the Zoning Board of Appeals even if the Commission recommends approval. Ms. Koto stated that they still needed to attend ZBA. Chairman Doppke suggested that the maker of the motion include the Commission's desire to have them use wood.

Commissioner Burns states that also if they have mechanical equipment on the roof or the ground has to be screened around all four sides.

Commissioner Schelosky stated that the painted concrete block kneewall will have to go to the Zoning Board of Appeals. He stated that the elimination of the curb cut and the addition of landscaping such as ivy would make it look like an Italian eatery.

Secretary Hanson stated that she is in favor of the wood parapet. She questioned the petitioner about the location of the existing dumpster. Mr. Amato stated that the dumpster is not theirs. Secretary Hanson asked where the dumpster will be placed. They will put the dumpster in the back on the west side of the building. They have the space for the truck to pull out in the alley and to put a small enclosure for the dumpster. Secretary Hanson stated that the dumpster has to be screened in.

Secretary Hanson asked Mr. Amato what are the hours of operation will be. Mr. Amato anticipates the hours to be from 6:00 a.m. to 11:00 pm on Sunday through Wednesday and 6:00 a.m. to 11:00 pm or later Thursday through Saturday. Ms. Koto stated that the Planning Commission can recommend hours outside of the allowed 6:00 am to Midnight, and City Council can approve the recommendation. Secretary Hanson stated that they suggest the hours of operation to be until 2:00 a.m. for Thursday through Saturday.

Secretary Hanson indicated that they plan to supply two lightpoles for the parking lot and they would be the nautical theme. Mr. Amato explained that the light fixture he'd like to use is not the nautical fixture. Ms. Koto stated they are not required to put in any lighting in the parking lot, but if they do, they have to go with what the ordinance states and that would be the nautical lights for Harper and Jefferson. If not they have to go ask for a variance from the Zoning Board of Appeals.

Mr. Bonislawski stated that are suggesting a shorter pole approximately 12 feet instead 20 feet.

Secretary Hanson suggested that they go with a list of variances so this will stop them from any delays.

Secretary Hanson stated the parking lot was truly filled only during Christmas time. She Has been by several times, and the office building uses about five parking spots so this would give them more spots. She stated that the parking lot is a true mess and that patch work is not going to cover it.

Mr. Amato spoke to several contractors to get quotes regarding repairing or replacing the parking lot.

Commissioner Burns stated that he loves the wood concept but he is trying to make sense of the front elevation. Commissioner Burns asked if they are going to remove the existing bricks. Mr. Bonislawski stated no, they are painting the brick so it will match the paint.

Mr. Bonislawski approached Commissioner Burns to show him the existing bricks on the plans. A discussion took place about what parts of the front façade will need more brick to match the existing. The windows will also be replaced.

Commissioner Bojalad stated the patio almost 14 feet wide by 31 ½ feet, and asked the petitioner to confirm the size. The petitioner did. Mr. Bonislawski stated the planter boxes around the perimeter of the patio are nice and screen the view of the parking lot.

Commissioner Burns asked if the sign pole is coming down. Mr. Bonislawski stated Mr. Amato is going to maintain possession of the pole sign. Ms. Koto stated that this is a totally separate ordinance. She stated that it is an allowable pole sign.

Commissioner Jones asked Mr. Bonislawski when they will put the chairs and tables in. Commissioner Jones asked about how many seats will there be. Mr. Bonislawski stated there are approximately 99 seats spread throughout the whole restaurant. Commissioner Jones asked when they plan to open. Mr. Bonislawski replied around Thanksgiving.

Mr. Amato stated that he has already gutted inside the building. This took four full size dumpsters.

Motion by Commissioner Hanson, seconded by Commissioner Jones to approve Case No. PPC160006 for site plan approval for interior and exterior renovations for a combination restaurant with service over the counter and retail store, Gaudino's, represented by Tom Amato, with the following conditions: the hours of operation shall be from 6:00 a.m. to midnight on Sunday-Wednesday, and 6am until 2 am on Thursday, Friday, and Saturday; nautical lights are required in the parking lot should the petitioner chose to light the lot; variances from the Zoning Board of Appeals will

be required for the proposed painted concrete block 30 inch brick kneewall, the wood on the facade, and the 20 parking spaces, and all mechanical equipment will be screened on all four sides.

Commissioner Burns indicated that he would like to add to the motion. Chairman Doppke stated that the decision would be up to the person that made the motion.

Commissioner Burns stated that he is in favor of the motion but with the contingency that they maintain the brick texture to the original height of the building.

Secretary Hanson stated that she does not want to put any more stipulations on them if they find out that there isn't brick behind the existing parapet. Ms. Koto stated that if they put language in the motion that requires a brick façade to the height of the original parapet, then they would have to stick by it.

Chairman Doppke stated that Secretary Hanson made a motion and second by Commissioner Jones, to not include Commissioner Burns motions.

A ROLL CALL WAS TAKEN:
AYES: HANSON, MAZZENGA, JOHNSON, SCHELOSKY, BOJALAD, DOPPKE, DESCAMP, JONES
NAYS: BURNS
ABSENT: MANGIS, HISON
MOTION: PASSED

Motion by Secretary Hanson, seconded by Commissioner Bojalad to approve the Planning Commission Meeting Minutes of March 22, 2016, as amended.

REPRESENTATIVE'S REPORT OF CITY COUNCIL MEETING OF March 21, 2016.

None

CITY PLANNER LIZ KOTO'S STAFF REPORT

Burger King, the Brownfield plan and Jefferson passed.

AUDIENCE PARTICIPATION

Ken Blondell , 22548 Lavon, on behalf of Jefferson Yacht Club, 24504 Jefferson they are looking to put up a permanent roof in place of an awning. They are on the schedule for the next Planning Commission meeting.

MES

COUNCIL COMMUNICATION Item# 5

From: Robert Ihrie, City Attorney

Subject: Request to Amend Ordinance 19.650 Liquor License Ordinance Section 19.654 Sect 4 (8)

Prepared by: Mary A. Kotowski, City Clerk

Summary Justification/Background: Request from Mayor Walby to amend the minimum seating requirement for an on premise liquor license.

Enclosures: Legal Request and proposed ordinance amendment language
Ordinance 19.650

Council Action:

It was moved by Councilmember _____, and seconded by Councilmember _____, to approve/deny adopting an amendment to Ordinance 19.650 Liquor License Ordinance Section 19.654 Sect 4 (8) changing the seating minimum to 100.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

City of St. Clair Shores

27600 Jefferson Circle Drive St. Clair Shores, MI 48081-2093
Phone: (586) 447-3311 Fax: (586) 445-4313 www.scsmi.net

REQUEST FOR LEGAL SERVICE 16-30

Legal Request:	16-30
Date Required:	April 25, 2016
Reason for Deadline:	Change to Liquor Ordinance Seating for the May 2, 2016 Agenda
From:	Michael Smith, City Manager

REQUEST: Request from Mayor Walby for Ordinance Amendment to 19.65o Liquor License Ordinance Section 19.654 Section 4 (8) to change the seating to a minimum of 100.

(8) *Restrictions on licenses.* No license shall be issued to:

(1) A person, co-partnership or corporation unless the premises of the proposed business shall seat a minimum of one hundred fifty (150) persons. This provision shall apply to newly issued quota licenses only.

RESPONSE: SEE ATTACHED RESPONSE.

CITY ATTORNEY

Instructions: Please submit this request to the City Manager's Office so this request can be numbered and forwarded to the City Attorney for review.

IHRIE O'BRIEN
ATTORNEYS AND COUNSELORS
A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

24055 JEFFERSON AVENUE, SUITE 2000
ST. CLAIR SHORES, MICHIGAN 48080

TELEPHONE (586) 778-7778
FACSIMILE (586) 778-5990
EMAIL IHRIEOBRIEN@HOTMAIL.COM

ROBERT D. IHRIE
DEBORAH F. O'BRIEN
RICHARD S. ALBRIGHT
CALVIN C. BROWN
HAROLD A PERAKIS
DAWN M. PROKOPEC

WILLIAM W. KILLEBREW
RETIRED

April 20, 2016

Mayor and City Council
City of St. Clair Shores
27600 Jefferson Circle Drive
St. Clair Shores, MI 48081

Re: Amended Liquor License Ordinance
Response to Legal Request 16-30

Honorable Mayor and Council:

Please find enclosed the proposed amended Liquor License Ordinance pursuant to the request of Mayor Walby. This proposed amended ordinance will be brought on for consideration at the May 2, 2016, council meeting. I will, of course, be available for any questions that may arise.

Thank you for your consideration.

Yours very truly,

IHRIE O'BRIEN

Robert D. Ihrie
City Attorney

RDI/tlu

Enclosure

CITY OF ST. CLAIR SHORES
AMENDMENT TO ORDINANCE 19.654

Liquor License Ordinance Section 19.654 Section 4 (8) which presently reads as follows:

19.654 APPLICATION FOR NEW LICENSE.

Sec. 4.

(8) *Restrictions on licenses.* No license shall be issued to:

(1) A person, co-partnership or corporation unless the premises of the proposed business shall seat a minimum of one hundred fifty (150) persons. This provision shall apply to newly issued quota licenses only.

Shall be amended to read as follows:

19.654 APPLICATION FOR NEW LICENSE.

Sec. 4.

(8) *Restrictions on licenses.* No license shall be issued to:

(1) A person, co-partnership or corporation unless the premises of the proposed business shall seat a minimum of one hundred (100) persons. This provision shall apply to newly issued quota licenses only.

19.651 - Purpose.

Sec. 1. This article is established to cause the greatest benefit to the City of St. Clair Shores in its use of the powers with regard to the issuance, transfer, renewal or revocation of liquor licenses within its jurisdiction. This article is established in order to provide an orderly and nondiscriminatory procedure for the review and approval by the City of St. Clair Shores of any and all requests for liquor licenses or any matter relating thereto, or relating to the sale or dispensation of alcoholic beverages within the City of St. Clair Shores. Each person, firm or corporation who desires such license approval, renewal or transfer of the same shall comply with the provisions of this article.

(ord. eff. March 13, 2001)

19.652 - Applicability.

Sec. 2. This article shall apply only to applications for licenses to sell beer, wine or spirits for on-premises consumption, including, but not limited to, Class B licenses, Class C licenses, resort licenses, tavern licenses, club licenses, micro-brewery licenses and hotel licenses. This ordinance shall not, in any event, apply to applications for SDM and SDD licenses, special licenses granted by the Michigan Liquor Control Commission, or one-day permits as allowed by statute. Further, this article shall apply to the new issuance or transfer of any license issued by the Michigan Liquor Control Commission which either:

1. Requires local legislative body approval, or
2. Requires local police approval, or
3. Requires consideration of the opinion of the local legislative body or the local police department.

(ord. eff. March 13, 2001; ord. eff. July 21, 2014)

19.653 - Definitions.

Sec. 3. The following definitions shall apply to this chapter:

(1) *Person, firm or corporation.* These terms, as used in this article, include any person or legal entity of whatsoever kind or nature either charitable or profitable, that desires to have or is already possessed of any license issued by the State of Michigan for the sale and dispensation of alcoholic beverages pursuant to a liquor license of any variety within the City of St. Clair Shores.

(2) *Alcoholic beverages.* This term shall mean any spirituous, vinous, malt or fermented liquor, liquids and compounds, whether or not medicated, proprietary, patented, and by whatever name called, containing one-half of one (½ of 1%) per cent or more of alcohol by volume which are fit for use for beverage purposes.

(ord. eff. March 13, 2001)

19.654 - Applications for new license.

Sec. 4.

(1) *City application required.* The applicant must first submit an application for a liquor license to the City of St. Clair Shores. The applicant shall submit a current and fully completed "City of St. Clair Shores Liquor License Application," as prepared and furnished by the city clerk, to:

City Clerk
City of St. Clair Shores
27600 Jefferson Circle Drive
St. Clair Shores, Michigan 48081

(2) *Authorization for investigation.* The applicant shall, as part of the application process, authorize the City of St. Clair Shores to conduct a background investigation which will include, but not be limited to, the criminal, financial, personal and business history of the applicant.

(3) *Required information and applicable fee.* The city application shall include at least the following information:

(1) Name and address of applicant. If a partnership or corporation, all persons with an ownership interest shall be listed.

(2) Type of license desired.

(3) Address and legal description of the property where the license is to be located.

(4) A preliminary site plan showing the relationship of the proposed structure to the surrounding property and uses, and photographs or drawings of each of the sides of the structure in which the license shall be operated.

(5) A written statement as to the applicant's character, experience and financial ability to meet the obligations and business undertakings for which the license is to be issued.

(6) Any other information pertinent to the applicant and operation of the proposed facility as may be required by the city council by prior notice to the applicant.

(7) The application shall be accompanied by a deposit of a nonrefundable fee, in an amount determined by the city council, to cover the cost of investigation, review and inspection by the City of St. Clair Shores of said application. The application fee at the time of the adoption of this ordinance shall be twenty-five hundred ($2,500.00) dollars.

(4) *Recommendations from city departments.* Following the receipt of the fully completed application, fees, and such other information as may be requested by the city, the city clerk shall forward the application to the police department, fire department, building department, and such other departments as required by the city manager, which departments shall make their recommendations prior to consideration by the city council. In making its review, the city may request from the applicant other pertinent information.

(5) *Placement upon city council agenda.* Upon receipt by the city clerk's office of the recommendations of the police department, building department, fire department, and other departments as required, the clerk shall cause the application to be placed upon the agenda of the city council within sixty (60) days after the receipt of the same in the office of the clerk. All applications are subject to the final approval of the city council.

(6) *Initial action by city council.* At the initial meeting before the city council to consider the application for a liquor license, the city council shall generally take one of the following steps:

(1) Ask the applicant to proceed with the submitted plans so that a more detailed and complete proposal may be heard by the council at a later date; provided, however, that this action by the council shall not be interpreted to mean approval of the application or the general details of the proposal.

(2) Postpone action on the application for a period not to exceed sixty (60) days. The sixty-day limitation for postponement of action may be waived by the applicant if the postponement is for the purpose of supplying the city council with additional information requested of the applicant by the city council, when the applicant is unable to supply the requested information within that stated time period.

(3) Recommend to the liquor control commission of the State of Michigan approval of the applicant above all others for the issuance of a liquor license.

(4) Reject the application stating the reasons for this denial.

(7) *Criteria for decision on application.* The city council, in making its decision, shall consider the following criteria on the application:

(1) The applicant's management experience in the alcohol/liquor business.

(2) The applicant's general business management experience.

(3) The applicant's general business reputation.

(4) The applicant's moral character.

(5) The applicant's financial status and its ability to build and/or operate the proposed facility on which the proposed liquor license is to be located.

(6) Past criminal convictions of the applicant for crimes involving moral turpitude, violence or alcoholic liquors.

(7) The applicant's excessive use of alcoholic beverages.

(8) The effect that the issuance of a license would have upon the economic development of the surrounding area.

(9) The effects that the issuance of a license would have on the health, welfare and safety of the general public.

(10) The recommendations of the local law enforcement agency, building department and/or fire department with regards to the proposed facility.

(11) Whether the applicant has demonstrated the public need or convenience for the issuance of the liquor license for the business facility at the location proposed.

(12) The uniqueness of the proposed facility when contrasted against other existing or proposed facilities.

(13) The number of liquor licenses issued by the City of St. Clair Shores within the past twenty-four (24) months.

(14) Whether the facility to which the proposed liquor license is to be issued complies, or will comply, with the applicable building, plumbing, electrical and fire prevention codes, and zoning statutes and ordinances applicable in the city.

(15) The effects that the business facility to which the proposed license is to be issued will have upon vehicular and pedestrian traffic in the area.

(16) The proximity of the proposed business facility to other similarly situated licensed liquor facilities.

(17) The effects that the business facility to which the proposed license is to be issued would have upon the surrounding neighborhood and/or business establishments.

(18) The permanence of the establishment in the community as evidenced by the proposed or actual commitments made by the applicant.

(19) Such other considerations as the council may deem proper, provided such considerations are reasonable under all of the circumstances.

(8) *Restrictions on licenses.* No license shall be issued to:

(1) A person, co-partnership or corporation unless the premises of the proposed business shall seat a minimum of one hundred fifty (150) persons. This provision shall apply to newly issued quota licenses only.

(2) The City Council may issue a license to an applicant who owns an existing business that has fewer than the minimum seating requirement if all of the following conditions are met:

a. The City holds more than six (6) un-issued quota licenses.

b. The petitioner has invested at least forty thousand dollars ($40,000.00) in the real property within the thirty-six (36) months preceding the application, or agrees to invest at least forty thousand dollars ($40,000.00) in the real property within the twenty-four

(24) months after the granting of the license with approved improvement plans submitted with the application, unless the building/tenant space was constructed within the previous ten (10) years.

c. The establishment meets the current parking requirements. City Council shall be the body to grant a parking variance which shall be submitted with the application.

d. The establishment has operated continuously for at least five (5) years within the City of St. Clair Shores.

e. The petitioner has at least five (5) years experience as an owner/operator of a restaurant.

f. At least ninety (90) per cent of usable restaurant/bar floor space is devoted to dining (as opposed to bar).

g. Any other factors that City Council considers important to protect the health, safety and welfare of the City and its residents.

(3) A person whose liquor license has been revoked or not renewed for cause under this article, or a comparable city, or township ordinance, or state law whether in Michigan or otherwise.

(4) A co-partnership or partnership, unless all the members of such co-partnership or partnership shall qualify to obtain a license.

(5) A corporation, if any officer, manager, or director thereof, or stockholder owning in the aggregate more than ten (10) per cent of the stock of such corporation would not be eligible to receive a license hereunder for any reason.

(6) A person who has been convicted of a crime punishable by death or imprisonment in excess of one (1) year; a crime involving theft, dishonesty or false statement (including tax evasion) regardless of punishment; or a crime or administrative violation of a federal or state law concerning the manufacture, possession or sale of alcoholic beverages or controlled substances.

(7) For premises where there exists a violation of the applicable building, electrical, mechanical, plumbing or fire codes, applicable zoning regulations, applicable public health regulations or any other applicable city ordinance.

(9) *Request for consideration of conditional approval.* Once an applicant who has been asked to proceed by presenting a more detailed and complete proposal has sufficiently completed its plans, and obtained site plan, engineering, zoning, planning, and other necessary approvals by the city, the applicant may then request consideration by the council of a conditional approval. Upon the receipt of a written notice by an applicant that he requests consideration of a conditional approval, the city clerk shall cause the application to be placed on the agenda of the city council for said council's action within sixty (60) days of the receipt of the same by the office of the clerk. At that meeting, the applicant shall be prepared to discuss the following:

(1) Cost estimates for the building, furnishings and fixtures as part of the proposal.

(2) Site plan information, including landscaping and other aesthetic features of the proposal.

(3) Estimate of the number of employees who would be required for the operation.

(4) Information on the individual or individuals expected to manage the operation, as well as information as to how the facility would actually be managed.

(5) Information about any entertainment or dancing that might be involved.

(6) Answers to any related questions about the proposed improvements and/or general operation of the facility.

(10) *Action by council; contingencies of conditional approval.* Following this presentation by the applicant, the city council may conditionally approve, above all others, the application, postpone consideration for a reasonable period, or reject said approval. Conditional approval will be contingent upon the obtaining of building permits and any other necessary permits, licenses or approval from the city within six (6) months from the date of such conditional approval. The construction of new buildings and alterations of existing buildings shall commence within six (6) months after the date of the conditional approval, with a completion date of no more than one year after the issuance of the relevant building permit. Extensions for completion of construction or alteration may be granted by the city council for good cause.

(11) *Changes in plans, drawings, etc.* After receipt of a conditional approval by the city council, no floor plan, building elevation, site plan, seating arrangement, kitchen lay-out, or other pertinent facts, drawings or documents submitted to the city council may be changed without the applicant first receiving approval from the engineering department, building department and city council.

(12) *Recommendation for approval of liquor license.* Upon completion of the building and in accordance with the prior conditional approval for the council, the city council shall then thereupon recommend, above all others, the applicant for approval of the liquor license to the liquor control commission of the State of Michigan.

(13) *Reservation of authority.* No applicant for a liquor license has a right to the issuance of such license to him, her or it, and the city council reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such license.

(ord. eff. March 13, 2001; amend. eff. April 16, 2009; amend. eff. September 11, 2009; amend. eff. October 3, 2011)

19.655 - Transfer of existing licenses.

Sec. 5. The transfer of any existing liquor license covered hereunder shall be subject to each of the requirements, criteria and procedure, including fees, set forth in this article for the granting of a new quota liquor license. In addition, the transferee-applicant shall furnish a copy of any and all files which may be in the Michigan Liquor Control Commission's possession regarding that commission's investigation of the transferee as a present licensee, or as a previous licensee, or in which transferee has or has had a partial interest in. In addition, all local taxes must be paid in full prior to transfer approval.

(ord. eff. March 13, 2001; amend. eff. April 16, 2009)

19.656 - Objections to renewal and requests for revocation.

Sec. 6.

(1) *Generally.* The city council may object to a renewal of a liquor license or request the revocation of a liquor license with the Michigan Liquor Control Commission.

(2) *Procedure.* Before filing an objection to the renewal or request for revocation of a license with the Michigan Liquor Control Commission, the city council shall serve the licenseholder, by first class mail, mailed not less than ten (10) days prior to the hearing, a notice of such hearing, which notice shall contain the following information:

(1) Notice of the proposed action.

(ord. eff. March 13, 2001)

19.657 - Standards.

Sec. 7.

(a) The City Council may object to a renewal of a liquor license or request the revocation of a liquor license upon a finding that a violation of local health or safety ordinances has occurred, or that the business operation constitutes a nuisance.

(ord. eff. March 13, 2001)

19.658 - Annual license review.

Sec. 8.

(a) As a condition of the continuing validity of a license hereunder, a licensee shall pay an annual $150.00 inspection fee to the City of St. Clair Shores for a review of the licensee's compliance with the purpose and criteria set forth in this Ordinance. Such review shall include, but not be limited to, the City's inspection of the licensed premises for zoning and other ordinance/code compliance, policy activity on the premises, and status with an action taken, if any, by the Michigan Liquor Control Commission as well as the verification of the current accuracy of the licensee's information on any application, data or document originally submitted or required for licensing approval pursuant to this Ordinance. The licensee shall be required to supply all information deemed reasonably necessary by the City in updating the licensee's information on file and in its application, and to permit the City reasonable access to its premises and personnel to complete its review.

(ord. eff. March 13, 2001)

COUNCIL COMMUNICATION Item # - 6

MES

From: Michael E. Smith, City Manager

Subject: Planning Commission PPC160007 - Request for site plan approval for a permanent roof over a patio at 24504 Jefferson, Jefferson Yacht Club, represented by Ken Blondell

Prepared by: Liz Koto, City Planner

City Manager's Recommendation:

I recommend the approval of the request for site plan approval for a permanent roof over a patio at 24504 Jefferson.

Summary Justification/Background: (full justification/background is attached)

The applicant is requesting Site Plan Approval to remove an existing deteriorated fabric awning and construct a permanent roof over an existing patio and enclose an exterior staircase. The site plan proposes also to extend the south and north walls of the main building by 16 feet using brick. The site plan proposes a 49X17.3 wood frame roof structure with asphalt shingles. The posts are proposed to be wrapped in rough sawed cedar, and the cementitious siding is proposed on the north and south sides of the roof.

Planning Commission Application
Site Plan
Elevations
Draft Meeting Minutes from April 26, 2016 Planning Commission Meeting

Council Action:

It was moved by Councilperson _____, and supported by Councilperson _____, to approve/deny the request for site plan approval for a permanent roof over a patio at 24504 Jefferson, as recommended by the City Manager including the following provisions: the north and south wall extensions are to be constructed of brick, posts are to be wrapped in rough sawed cedar, and any new siding is to be cementitious in nature.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

k.blondell irr.com

PPC160004

Application to Appear Before St. Clair Shores

PLANNING COMMISSION

Read & follow the Instructions & Procedures for Filing before completing this application. Submit this application with the FEE, SITE PLAN, and ELEVATIONS in the following formats: SIX (6) full-sized copies, ONE (1) 8 ½" x 11" copy, & ONE (1) electronic copy to: City of St. Clair Shores Planning Department, 27600 Jefferson Circle Dr., St. Clair Shores, MI 48081

RECEIVED 07 2016 Y DEVELOPMENT

Regular meetings are held on the 2nd & 4th Tuesday of each month at 7 p.m.

Name of Applicant Ken Blondell **Business Name** Jefferson Yacht Club

Address of Applicant 22548 Lavon St, Clair Shores, Mich. 48081

Phone (810) 343-5300 **Fax** (____)

Property Owner Name & Address (if different from applicant) Jefferson Yacht Club 24504 Jefferson, St. Clair Shores, Mich. 48080

Address of Property Being Reviewed 24504 Jefferson, St. Clair Shores, Mich.

REQUEST (circle all that apply): **SITE PLAN APPROVAL** **REZONING** **SPECIAL USE REQUEST** **OTHER**

EXISTING ZONING OF PROPERTY (circle one): **RA RB RM1 RM2 O1 B1 B2 B3 CLD LI P1 RF**

LEGAL DESCRIPTION OR PARCEL NUMBER: 09-14-27-431-008

DIMENSIONS OF LAND & TOTAL ACREAGE: 51,674.63 S.F. or 1.19 acres Irregular

STREET LOCATION TO NEAREST INTERSECTION: Jefferson and Harry Stahl St.

PROPOSED USE OF LAND &/OR NAME OF DEVELOPMENT: _____

DESCRIPTION OF PROPOSED BUILDING(S): a permanent roof to replace a canvas awning over a patio. This will be a wood structure.

NAME & ADDRESS OF PREPARER OF SITE PLAN: Ken Blondell 22548 Lavon St

AMT RECEIVED _____ *DATE RECEIVED* 4/7/16 *RECEIVED BY* MK

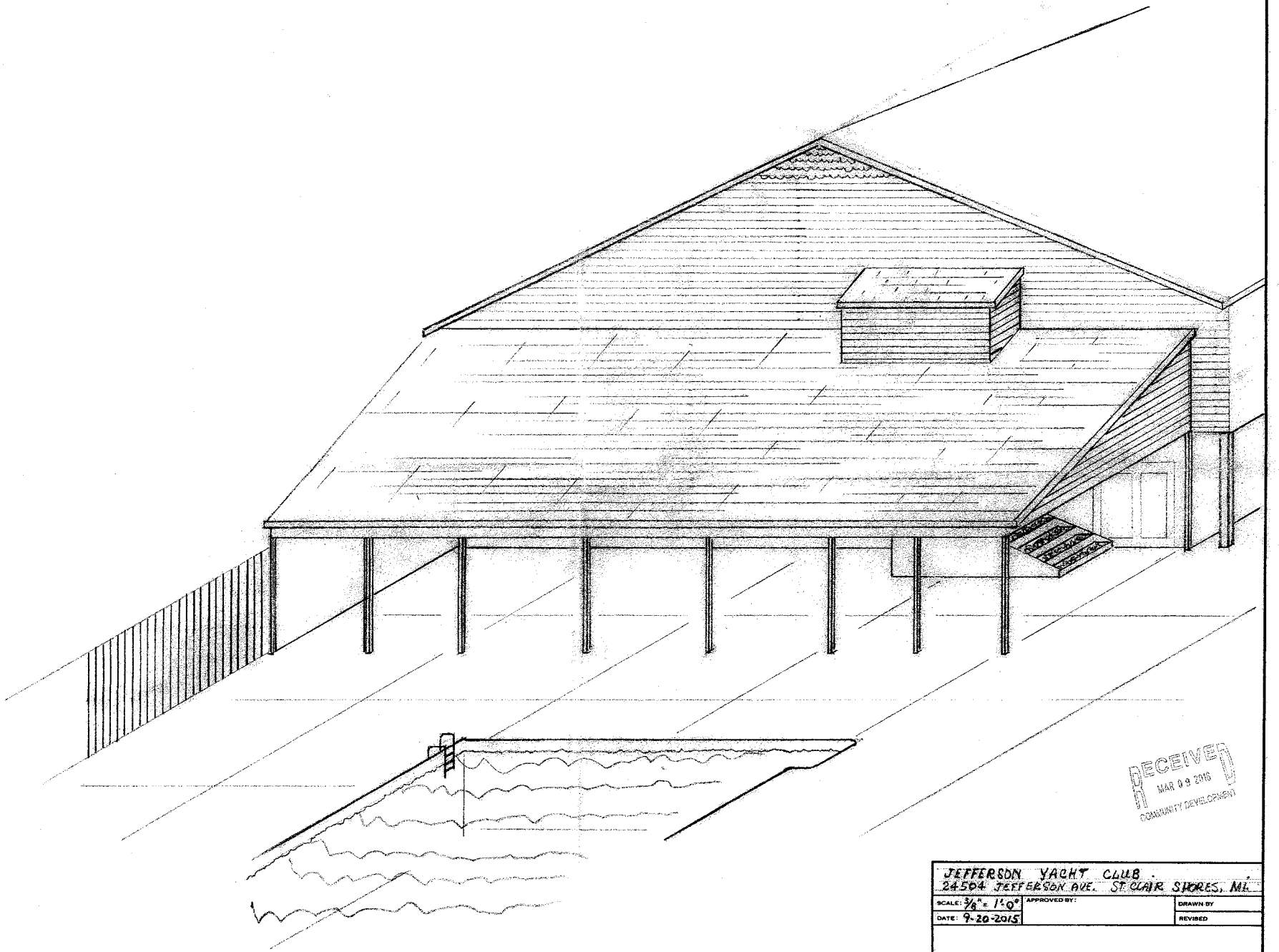
Signature of Petitioner Ken Blondell

Planning Commission Recommendation

Case No. _____ Meeting Date _____
Approved _____ Chairperson _____
Approved w/ Condition(s) _____ Secretary _____
Denied _____ Tabled _____

City Council Approval/Denial

Approved _____ Approved w/ Condition(s) _____ Tabled _____ Denied _____

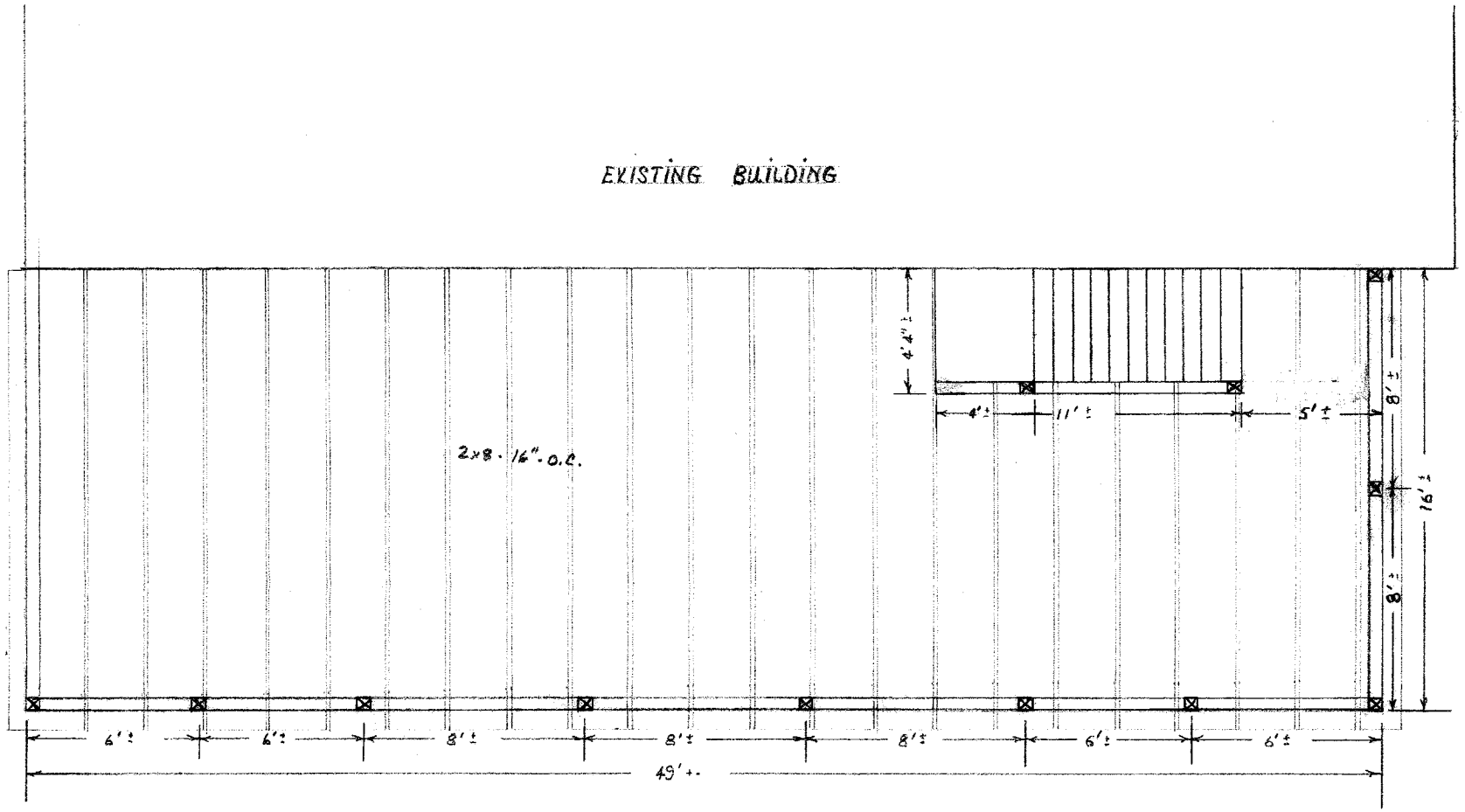


RECEIVED
MAR 09 2016
COMMUNITY DEVELOPMENT

JEFFERSON YACHT CLUB
24504 JEFFERSON AVE. ST CLAIR SHORES, MI.

SCALE: 3/8" = 1'-0"	APPROVED BY:	DRAWN BY
DATE: 9-20-2015		REVISED
		DRAWING NUMBER 1

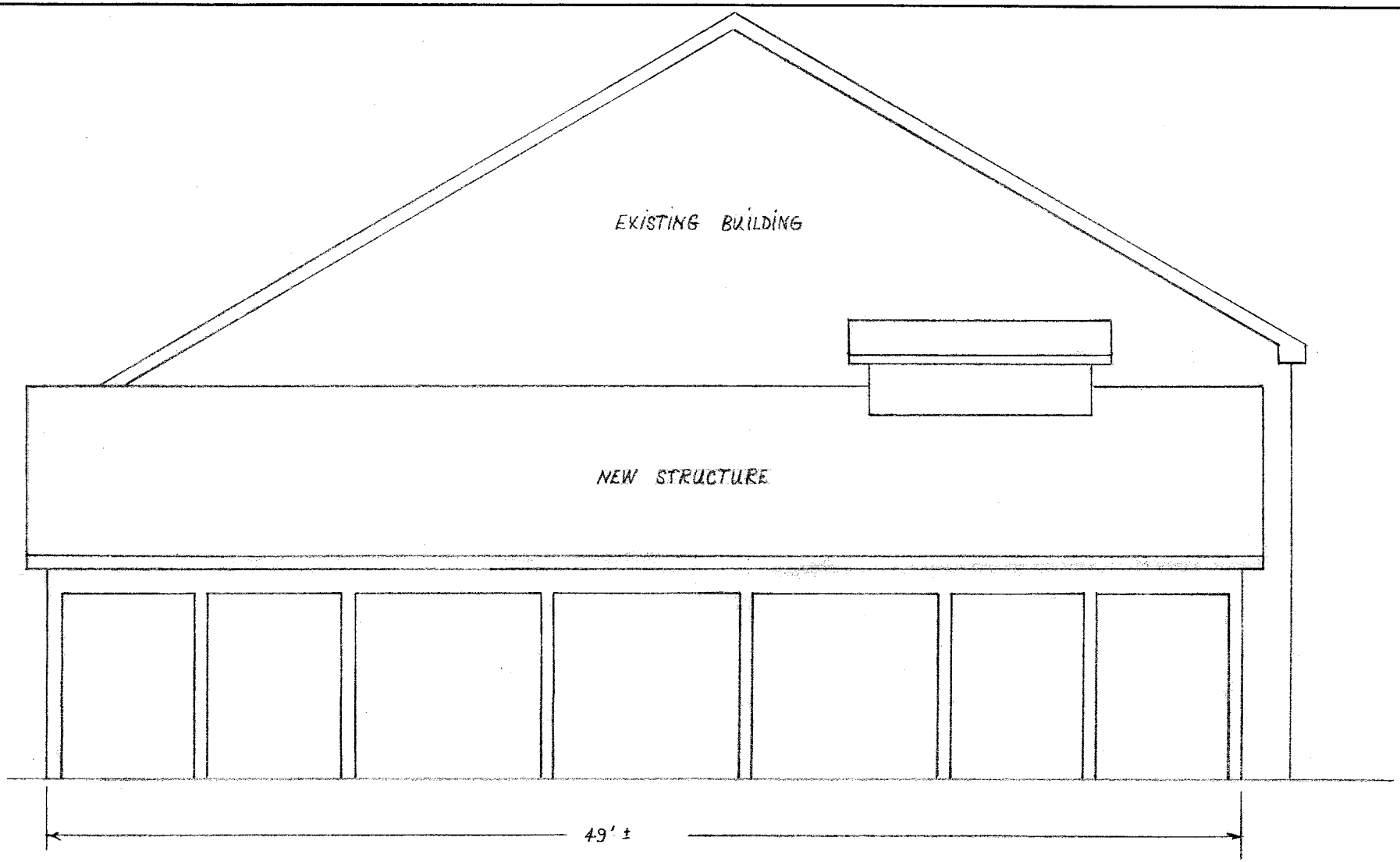
18 X 24



TOP VIEW

JEFFERSON YACHT CLUB 24504 JEFFERSON, ST. CLAIR SHORES	
SCALE: 3/4" = 1'-0"	APPROVED BY:
DATE: 9-29-2015	DRAWN BY
	REVISED
	DRAWING NUMBER 2

18 X 24

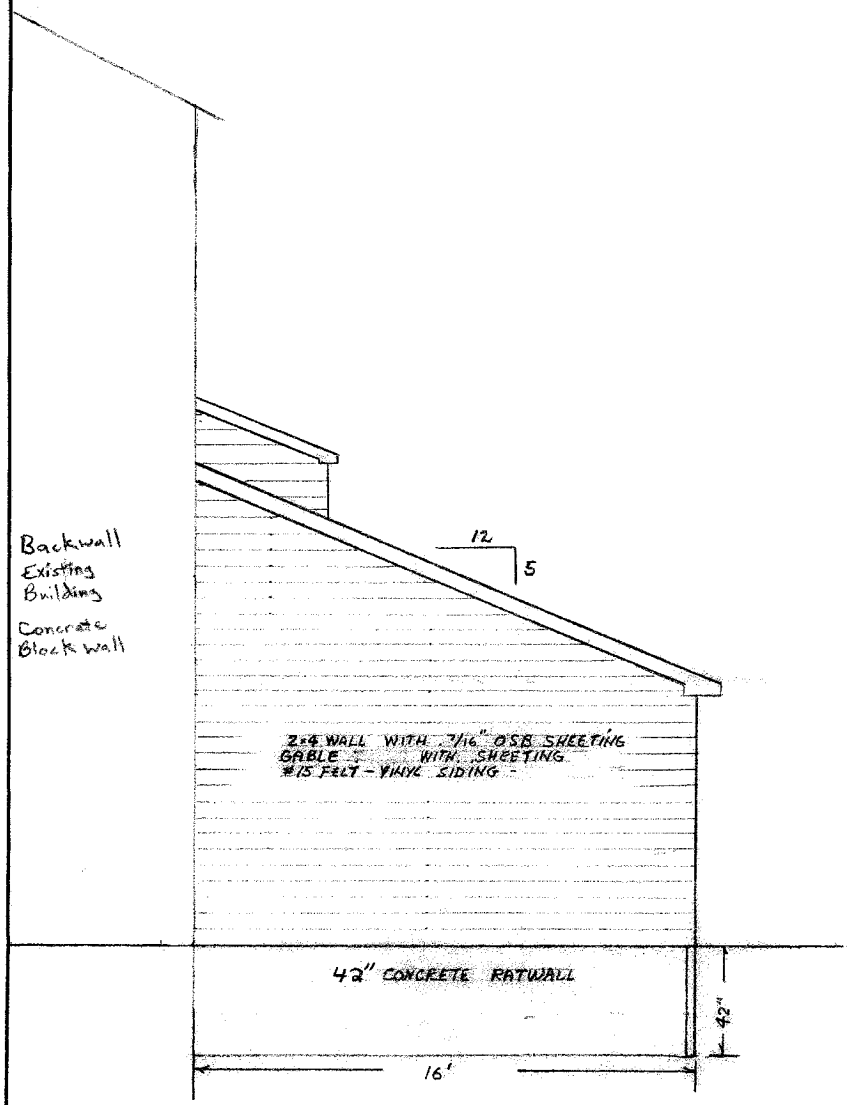


FRONT VIEW

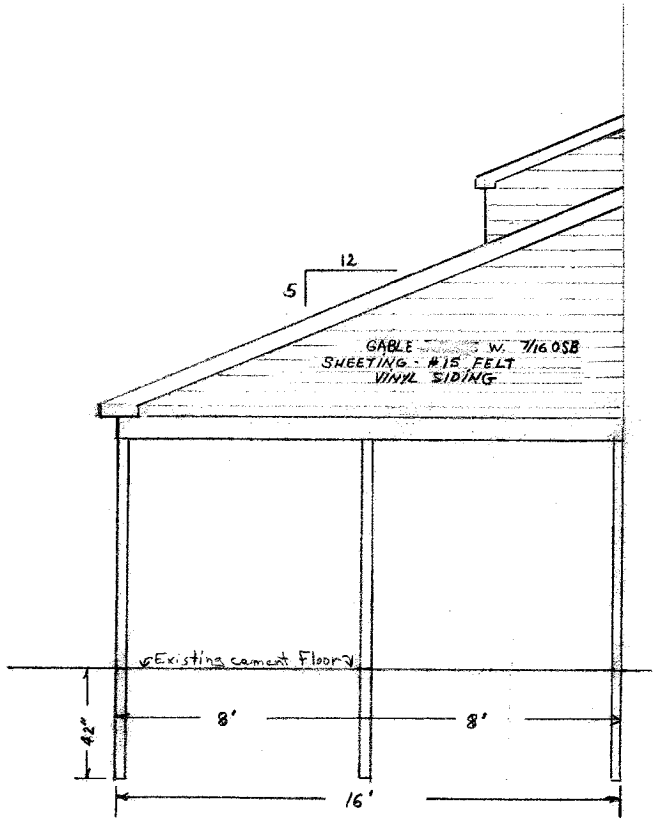
JEFFERSON YACHT CLUB
24504 JEFFERSON ST. CLAIR SHORES, MI.

SCALE: 3/8" = 1'-0"	APPROVED BY:	DRAWN BY
DATE: 9-29-2015		REVISED
		DRAWING NUMBER 3

18 X 24



SOUTH VIEW

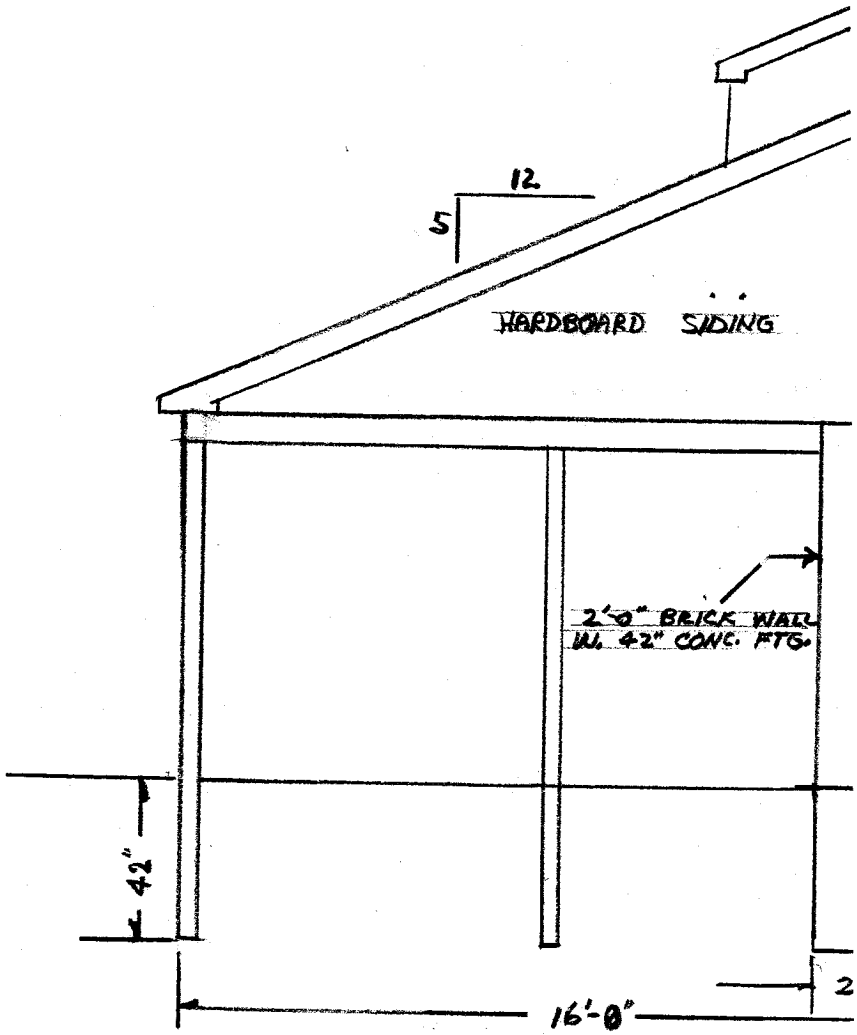


NORTH VIEW

JEFFERSON YACHT CLUB
24504 JEFFERSON ST. CLAIR SHORES

SCALE: 3/8" = 1'-0"	APPROVED BY:	DRAWN BY
DATE: 9-29-2015		REVISED
		DRAWING NUMBER 4

18 X 24



NORTH END VIEW

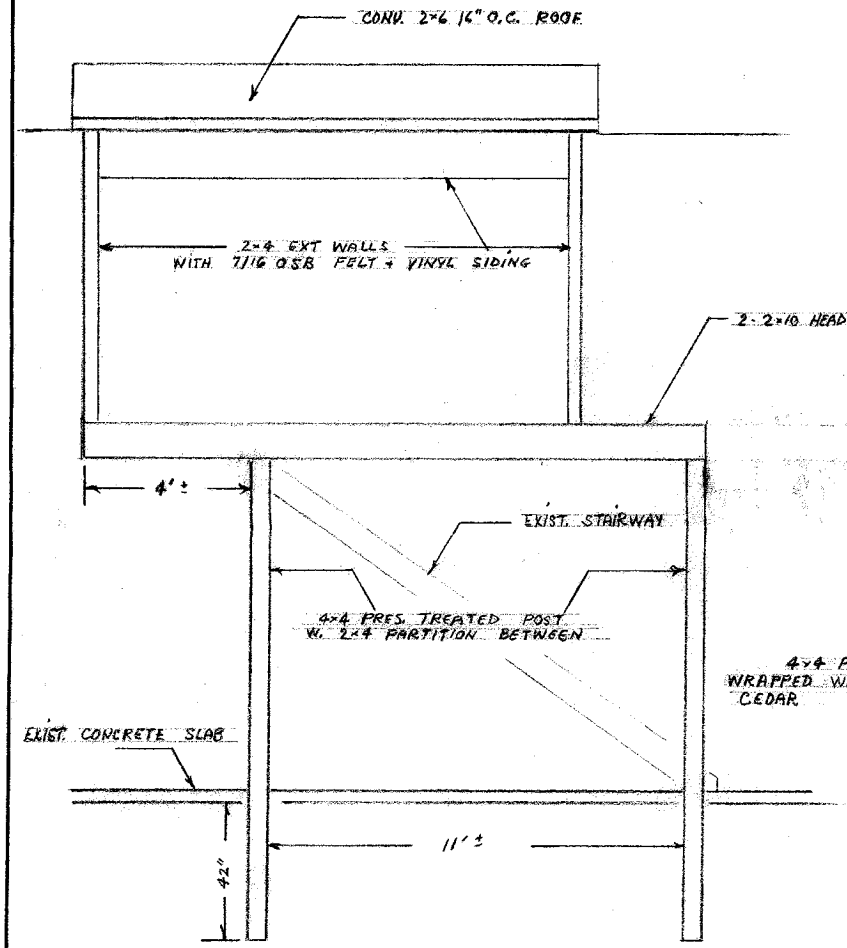
PAGE 4 ADDEMUN TO ADD 2' BRICK WALL

RECEIVED
APR 22 2016
COMMUNITY DEVELOPMENT

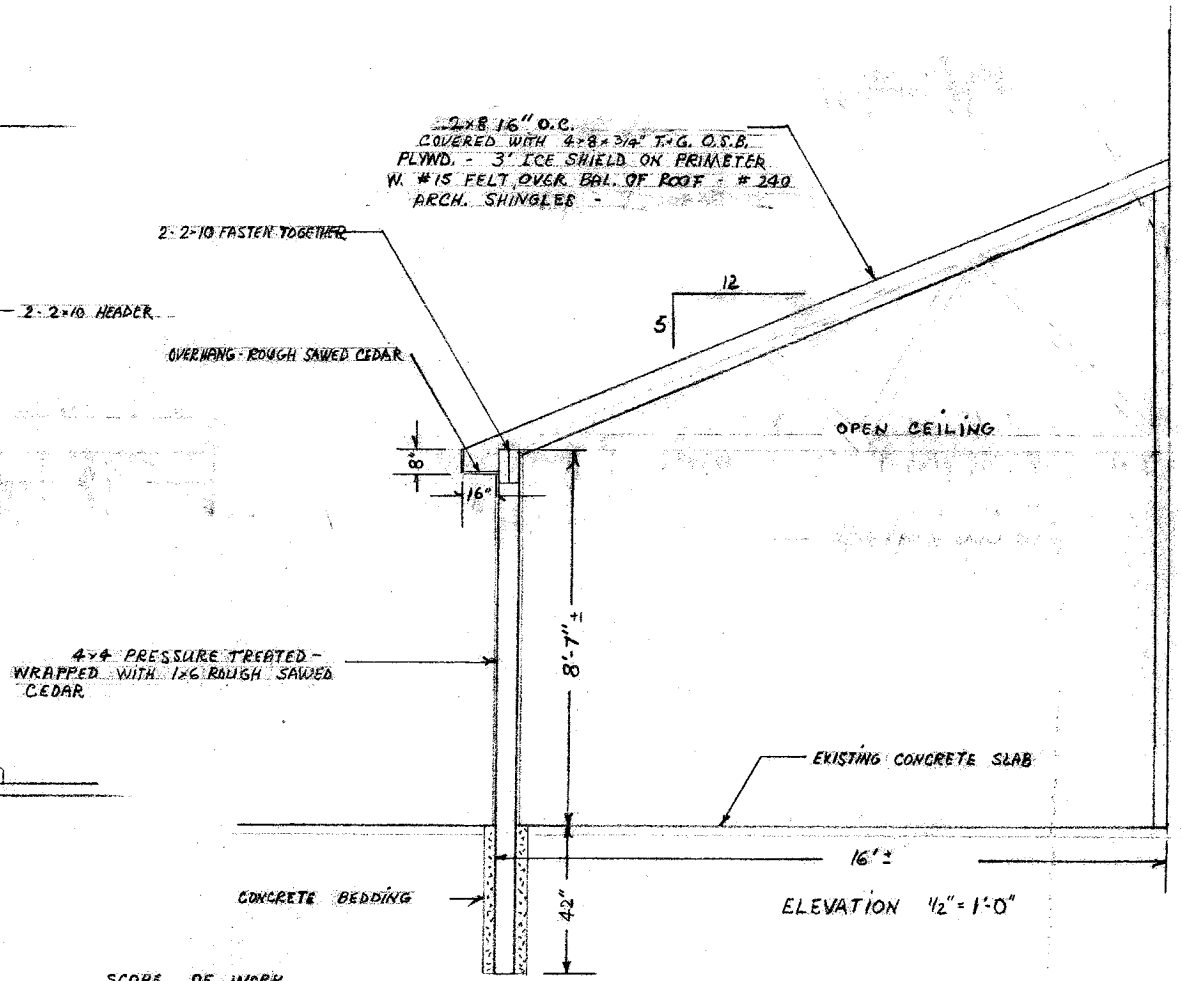
JEFFERSON YACHT CLUB
24504 JEFFERSON, S. C. S., MI
3/8" = 1'-0"

RECEIVED
APR
COMMUNITY DEVELOPMENT

PAG



STAIRWAY DETAIL
1/2" = 1'-0"

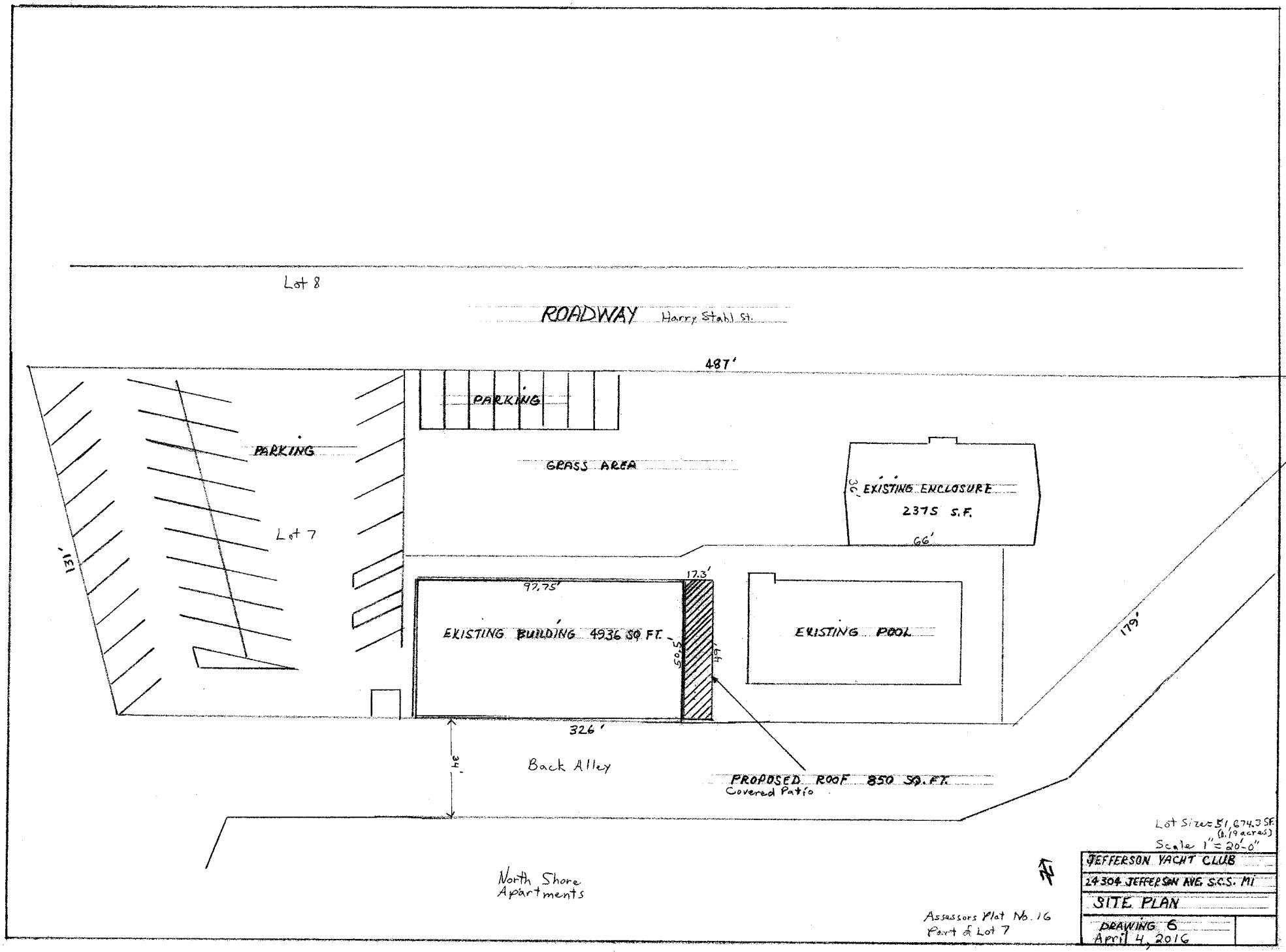


ELEVATION 1/2" = 1'-0"

SCOPE OF WORK

1. REMOVE EXISTING AWNING
2. CONSTRUCT NEW WOOD STRUCTURE
3. ALL CONSTRUCTION IN ACCORDENCE WITH ST CLAIR SHORES BUILDING CODES

JEFFERSON YACHT CLUB 24504 JEFFERSON , ST. CLAIR SHORES		
SCALE: 1/2" = 1'-0"	APPROVED BY:	DRAWN BY
DATE: 9-29-2015		REVISED
		DRAWING NUMBER 5


Lot 8
ROADWAY Harry Stahl St.
487'
PARKING
PARKING
GRASS AREA
EXISTING ENCLOSURE
2375 S.F.
36'
66'
Lot 7
131'
97.75'
17.3'
EXISTING BUILDING 4936 SQ FT.
50.5'
44'
EXISTING POOL
179'
326'
34'
Back Alley
PROPOSED ROOF 850 SQ.FT.
Covered Patio
North Shore Apartments
Lot Size 51,874.3 SF (1.19 acres)
Scale 1" = 20'-0"
JEFFERSON YACHT CLUB
24304 JEFFERSON AVE. S.C.S. MI
SITE PLAN
DRAWING 6
April 4, 2016
Assessors Plat No. 16
Part of Lot 7

A ROLL CALL WAS TAKEN:
AYES: ALL
NAYS: NONE
ABSENT: MANGIS, DESCAMPS, JOHNSON, MAZZENGA
MOTION: PASSED

CASE NO. PPC160007: REQUEST FOR SITE PLAN APPROVAL – 24504 JEFFERSON, request for Site Plan Approval for a permanent roof structure to replace a canvas awning over an existing patio, Jefferson Yacht Club, represented by Ken Blondell.

The request is reviewed as follows:

* * * * * *

The applicant is requesting Site Plan Approval to remove an existing deteriorated fabric awning and construct a permanent roof over an existing patio and enclose an exterior staircase. The site plan proposes also to extend the south wall of the main building by 16 feet using brick, and enclose an existing exterior staircase. The site plan proposes a 49X17.3 wood frame roof structure with asphalt shingles. The posts are proposed to be wrapped in rough sawed cedar, and the south wall is proposed to be constructed of brick.

* * * * * *

Planning Commission Chairman – Please read this statement into the record prior to reviewing the site plan to the petitioner.

The Planning Commission and City Council understand that your presence here tonight constitutes that you are a legal representative of the petitioner for Planning Case PPC160007. Each statement of intent, promise and/or pledge, made by you, the petitioner or agent, either orally or in writing, if permitted by Ordinance, shall be binding upon the petitioner and shall be a condition of said special land use and site plan approval.

* * * * * *

The request is reviewed as follows:

1) <u>Zoning</u>- The zoning of the parcel is Central Lakefront Development District. The current use of the facility as a yacht club is considered an allowable use within the

district. The construction of a permanent roof over an existing patio is also an allowable use.

2) Adequacy of Information (Section 35.82, 5, a) –The information provided is adequate for this review.

3) Site Design Characteristics (Section 35.82, 5, b) – The site plan indicates the removal of the existing fabric awning and supporting structure. A permanent roof comprised of asphalt shingles as well as an extension of the existing south wall is being proposed. The permanent structure will also enclose an existing exterior stair case. The overhang is proposed to be 847 square feet and extend the existing south wall of the building eastward 16 feet to the end of the overhang. PLEASE NOTE THAT THE PETITIONER HAS AGREED TO CONSTRUCT THE SOUTH WALL OF BRICK, NOT VINYL SIDING AS IS CURRENTLY WRITTEN ON THE PLANS

4) Preservation of Natural Areas (Section 35.82, 5, c) – There are no natural areas to preserve.

5) Privacy (Section 35.82, 5, d) – The overhang is located on the east side of the property. The property is surrounded by private roads on the north and south.

6) Emergency Vehicle Access (Section 35.82, 5, e) – Emergency vehicle access will not change.

7) Ingress and Egress (Section 35.82, 5, f) – Ingress and egress to the site will not change.

8) Pedestrian Circulation (Section 35.82, 5, g) – Pedestrian circulation will not change.

9) Vehicular and Pedestrian Circulation Layout (Section 35.82, 5, h) –The circulation layout is adequate for this review.

10) Drainage (Section 35.82, 5, i) – No changes are proposed to the parking area.

11) Exterior Lighting (Section 35.82, 5, j) – Exterior lighting has not been proposed.

12) Public Services (Section 35.82, 5, k) – Public services will not be affected by the proposed use.

13) Landscaping, Fences, and Walls (Section 35.82, 5, l) – The south wall of the building is proposed to be extended an additional 16 feet to the east and be constructed of brick.

14) Exterior Building Treatment (Section 35.82, 5, m) – The site plan indicates the roof will be constructed of wood framing covered in asphalt shingles. The 4X4 posts are proposed to be covered in rough sawed cedar. The south wall of the building is proposed to be extended 16 feet east and be constructed of brick. PLEASE NOTE THAT THE PETITIONER HAS AGREED TO CONSTRUCT THE SOUTH WALL OF BRICK, NOT VINYL SIDING AS IS CURRENTLY WRITTEN ON THE PLANS

15) Waste Storage (Section 35.82, 5, n) – No changes are proposed.

16) Mechanical Equipment (Section 35.82, 5, o) – No changes are proposed.

17) Parking (Section 35.73, 12, a) – The parking requirement will not change.

18) Setbacks (Section 35.66) – The setbacks are as follows:

	Proposed	Required
East (rear)	115'	0'
West (front)	288'	0'
North (side)	80'	0'
South (side)	0'	0'

19) Building Height (Section 35.66) – The permanent overhang is proposed to be 16 feet to the highest point.

20) Transformer Pad –No new transformers are proposed.

21) Screening Wall – A privacy fence surrounds the south side of the property, adjacent to a private road. No screen wall is required within the Central Lakefront District.

22) Signs – No signs have been proposed.

23) Loading (Section 35.75) – Loading will not change.

24) Other –

ITEMS OF CONCERN – NONE
Staff recommends approval of this proposal.

Ms. Koto stated she received additional information last week after the plan review had been completed. There is an additional sheet that was added to the plans. The changes to her review are as follows: the north side of the new roof structure would now have a

wall that sticks out eastward two feet that would also be brick and it would be there to prevent the weather from coming in the doorway that is immediately adjacent to it. She is fine with that change. In addition to that they are now proposing hardboard siding on the north and south sides of the roof structure which is an allowable material within the Central Lakefront District. Those two changes should be reflected on the record that they would not change anything in the plan review to the negative.

Ken Blondell, 22548 Lavon, on behalf of Jefferson Yacht Club, explained that currently have a canvas awning with plastic roll-up sides. The awning is old and torn. The cost of a new one would be anywhere from $6,000 to $8,000. At that point, they decided to go with a permanent roof. With the permanent roof, they would not have the leakage and noise problem that they incur with the canvas awning. The hard roof would improve the property and look nicer. Currently, around the canvas awning and around the front and sides are the plastic roll-ups windows. They will be reusing those and attaching them to the posts. The poles will almost be invisible from the outside. This would be more functional for the club.

Commissioner Burns questioned some of the drawings. They didn't seem to accurately reflect the existing building. Harold stepped forward to review the plans, and he agreed with Commissioner Burns that they're not quite accurate and the small issues will be addressed during the building permit phase.

Commissioner Hison stated that it will be not utilized this year for the Nautical Coast clean-up. Mr. Blondell stated that he was correct. For the Nautical Mile clean-up they will be using the pavilion because there are so many people.

Commissioner Jones indicated that he noticed that there no lighting is proposed on the plans. Mr. Blondell stated that at this point they have not proposed anything yet because the club isn't sure if they'd just like ceiling lights, ceiling fans with lights, or wall sconces. In the next month or two he stated that they will be here to pull an electrical permit for these items.

CASE NO. PPC160007: REQUEST FOR SITE PLAN APPROVAL – 24504 JEFFERSON, request for Site Plan Approval for a permanent roof structure to replace a canvas awning over an existing patio, Jefferson Yacht Club, represented by Ken Blondell, Secretary Hanson motioned to approve, seconded by Commissioner Schelosky with the following amendments; the north wall will extend two feet east and be constructed of brick, the south wall will be 16 feet long and constructed of brick, and the sides of the roof structure will be finished in cementitious siding per the plans submitted on April 22, 2016.

A ROLL CALL WAS TAKEN:

AYES: ALL
NAYS: NONE
ABSTAINED: BOJALAD
ABSENT: MANGIS, DESCAMPS, JOHNSON, MAZZENGA
MOTION: PASSED

Motion by Secretary Hanson, seconded by Commissioner Schelosky, to approve the Planning Commission Meeting Minutes of April 12, 2016, as amended.

AYES: ALL
NAYS: NONE
ABSTAINED: NONE
ABSENT: MANGIS, DESCAMPS, JOHNSON, MAZZENGA
MOTION: PASSED

REPRESENTATIVE'S REPORT OF CITY COUNCIL MEETING OF April 18, 2016.

Commissioner Hanson stated that the CDBG budget was reviewed and tabled at the last meeting because the Attorney General's office didn't have Hope Center listed as a charitable organization, the felt the Hockey Association received too much money, and they wanted to give money to Lake House. Commissioner Hanson stated that she is disappointed that the Council did not take their recommendation after all the hard work they did.

Secretary Hanson questioned if the Hope Center is a non-profit organization.

Ms. Koto stated that the General Attorney's office made the error. They did not post their certification online. The Hope Center stated that this is the second time that this has happened to them. The Hope Center is a registered charitable organization. Secretary Hanson stated that the money for the salaries comes out of a separate grant. Ms. Koto stated that 88% or 89% of their budget does go back to the charitable aspect of the organization.

Commissioner Hison stated that the council has approved the Hope Center for the last three years. He stated we would have liked to have $78,000 to accommodate everyone, but we only had $45,000 so we try to do the best that we can.

CITY PLANNER LIZ KOTO'S STAFF REPORT

Ms. Koto stated that Jefferson Yacht Club, Gaudino's, Block Grant, and Section 108 loan document information for the senior center expansion will go to the Council Meeting on May 2, 2016.

COUNCIL COMMUNICATION Item # - 7 MES

From: Michael E. Smith, City Manager

Subject: Planning Case PPC160005 Request for approval for 2016-2017 Community Development Block Grant program budget

Prepared by: Liz Koto, City Planner

Link to Agenda Item 7

City Manager's Recommendation:

I recommend the approval of the request for approval of the 2016-2017 Community Development Block Grant Program budget, represented by Liz Koto, Federal Administrator

Summary Justification/Background: (full justification/background is attached)

The request is to approve the Community Development Block Grant budget for the 2016-2017 Fiscal Year. A public hearing was held on March 8, 2016 to hear requests from Public Service Organizations for funding. A total of twelve requests for funding were received prior to the hearing. Eleven of the twelve Public Service Organizations also attended the public hearing. The twelfth organization, Macomb Homeless Coalition, is required to be funded as they are the city's Continuum of Care provider. After the public hearing ended, the Planning Commission had requested to be provided with a few options for funding the Public Service Organizations. There is not enough funding available to provide each organization with all the funds requested. The Planning Commission was presented with three options based on their discussions:

1. Fund only the public service organizations that were funded in prior years at 68% of the amount requested
2. Provide $1,000 to the new public service organizations and fund the remaining organizations at 63% of the amount requested
3. Fund all public service organizations at 58% of the total amount requested

The Planning Commission recommended Option 1-No New Agencies and funding existing agencies at 68% of the total amount requested. The City Council requested the budget for the public service agencies to be re-evaluated by reducing some funding to the St. Clair Shores Hockey Association Hockey Player Enablement Fund to initiate funding for the Lake House and to distribute additional funding to the other existing Public Service Organizations.

Enclosures:
Revised Memo explaining activities
Spreadsheet of historical funding of Public Service Organizations since 2004
Spreadsheet 1- Lakehouse and Reduced Hockey
Spreadsheet 2-No New Agencies
Email to City Manager Explaining Breakdown of Funding By Number Served Per Dollar Allocated
Charitable Solicitation Registration for Hope Center
March 8, 2016 Planning Commission Meeting Minutes
Draft March 22, 2016 Planning Commission Meeting Minutes
Affidavit of Publication for Public Hearing Notice
Funding Requests

Council Action:

It was moved by Councilperson _____, and supported by Councilperson _____, to approve/deny the request for approval of the 2016-2017 CDBG program budget as recommended by the City Manager.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

MES

COUNCIL COMMUNICATION Item # - 9

From: Michael E. Smith, City Manager

Subject: Request for approval of a Notice of Intent Resolution for the CDBG Section 108 Loan Guarantee Program for the Senior Activity Center Improvements and Expansion and authorizing publication of a Notice of Intent to Issue Notes

Prepared by: Liz Koto, City Planner, CDI

City Manager's Recommendation:

I recommend the approval of the request to issue a Notice of Intent Resolution for the CDBG Section 108 Loan Guarantee Program for the Senior Activity Center Improvements and Expansion and authorizing publication of a Notice of Intent to Issue Notes.

Summary Justification/Background: (full justification/background is attached)
The Section 108 Loan Guarantee Program is a loan program available to CDBG Entitlement Grantees. The city was awarded a loan for $1,760,000 in the summer of 2015. In order for HUD to secure the loan from the Bank of New York Mellon, the city must pledge their limited full faith and credit. To facilitate that process, the city shall publish a Notice of Intent to Issue Notes in a newspaper of general circulation.

Enclosures:
Transmittal Letter from HUD
Miller Canfield Explanation of Resolution
Notice of Intent for Resolution For Senior Center Activity Project
Exhibit A Notice to Taxpayers and Electors of Intent to Issue Note to be published

Council Action:

It was moved by Councilperson _____, and supported by Councilperson _____, to approve/deny the request to issue a Notice of Intent Resolution for the CDBG Section 108 Loan Guarantee Program for the Senior Activity Center Improvements and Expansion and authorizing publication of a Notice of Intent to Issue Notes, as recommended by the City Manager.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-7000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

The Honorable Kip Walby
Mayor, City of St. Clair Shores
27600 Jefferson Circle Drive
St. Clair Shores, MI 48081

Dear Mayor Walby:

Enclosed are documents to be executed by the City of St. Clair Shores, Michigan (the "Borrower"), pursuant to a loan guarantee by HUD under Section 108 of the Housing and Community Development Act of 1974, as amended, for the Senior Activity Center project, B-14-MC-26-0013. These documents are: (1) a Variable/Fixed Rate Note ("Note"), and (2) two copies of the Contract for Loan Guarantee Assistance under Section 108 ("Contract"). The Amended and Restated Master Fiscal Agency Agreement ("Fiscal Agency Agreement"), Trust Agreement and form of Trust Supplement, for your reference, will be sent by e-mail.

The Variable/Fixed Rate Note format is designed to convert from a variable rate Note to a fixed rate Note on its "Conversion Date" at a Section 108 public offering. The "Commitment Schedule" to the Note represents the agreed-upon repayment schedule referred to in the Section 108 commitment (HUD-7082 and attached Special Conditions), against which the Borrower requests Advances when funds are needed to carry out the approved project. The "Schedule P&I" to the Note is intentionally not completed now; it is filled out as of the Conversion Date based on the cumulative amount of Advances per Principal Due Date that the Borrower has received on or before such date.

The Note and Contracts should be signed, as appropriate, by the Borrower. However, the only date to be inserted by the Borrower is the date under the Borrower's signature on the Contract. All other dates will be inserted after the documents are returned to and have been executed by HUD. The Fiscal Agency Agreement and Trust documents are sent for your reference; please do not return them to HUD.

The Borrower's counsel should provide an opinion (on letterhead stationery) as described in the model opinion package, which includes instructions for preparation of the opinion. Please note that the opinion should be addressed to the Secretary of Housing and Urban Development.

Please return the executed Note, Contracts and legal opinion to:

U.S. Department of Housing and Urban Development
Attention: Paul D. Webster, Director
Financial Management Division
451 Seventh Street, SW - Room 7180
Washington, DC 20410

It is anticipated that the Note issued initially to the interim lender will ultimately be sold on its Conversion Date in a public offering of guaranteed obligations. At that time, the Borrower will be required to pay a share of the costs of the public offering, including the underwriters' discount, the Trustee's fee, and the other costs of issuance.

When returning the documents to HUD, please include a Request for an Advance under the Note and two signature cards (SF-1194). The Request for an Advance should be a separate document, should request increments of not less than **$1,000** per Principal Due Date, and should be countersigned by two officials whose signatures appear on the SF-1194. We are enclosing two copies of the SF-1194 and a sample Request for an Advance for your use.

It is important that you review the requirements in paragraph 15 of the enclosed Contract for Loan Guarantee Assistance, which identify security documents to be delivered to HUD or a document custodian, either contemporaneously with delivery of the Contract or at a subsequent time identified in paragraph 15. Please contact HUD staff if you have questions about delivery of the required security documents.

Please note that a **$70.00** fee will be deducted from the total amount of each Advance by the Fiscal Agent. In addition, if the Borrower remains in the interim financing facility after a public offering, it will be required to pay an Administration Fee of $100 per quarter to the Fiscal Agent, which will be billed together with the quarterly interest payments.

If you or your staff have any questions about this transaction, please contact B. Cory Schwartz at 202-402-4105. Your counsel may also call the HUD attorney listed at the end of the instructions to the enclosed model legal opinion package.

Sincerely,

Hugh Allen

for Paul D. Webster
Director
Financial Management Division

Enclosures

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing • Troy
FLORIDA: Tampa
ILLINOIS: Chicago
NEW YORK: New York
OHIO: Cincinnati
CANADA: Windsor
CHINA: Shanghai
MEXICO: Monterrey
POLAND: Gdynia
Warsaw • Wrocław

JEFFREY S. ARONOFF
TEL (313) 496-7678
FAX (313) 496-7500
E-MAIL aronoff@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

April 22, 2016

Via electronic mail

Liz Koto, AICP
City Planner/Federal Administrator
City of St. Clair Shores
Community Development And Inspections
27600 Jefferson
St. Clair Shores, MI 48081

Re: Resolutions for HUD Senior Activity Center Project Financing

Dear Liz:

I have enclosed two resolutions related the proposed issuance of a note (the "Note") to the U.S. Department of Housing and Urban Development ("HUD") for the City's proposed senior activity center project (the "Project"):

- Notice of Intent Resolution for Senior Activity Center Project (the "Notice of Intent Resolution")
- Resolution Authorizing Issuance of Note for Senior Activity Center Project (the "Note Authorizing Resolution")

The Note proceeds are intended to pay for the construction and acquisition of the Project and may also be used as reimburse the City for the engineering, design and other preliminary costs related to the Project. Note proceeds may also be used to pay issuance costs related to the Note. The City will pledge its full faith and credit to pay principal and interest on the Note, although it will also pledge Community Development Block grant funds received from HUD, which are the expected source of repayment of the Note. Both resolutions describe the full faith and credit pledge and also identify the grant funds as the expected source of repayment.

Both resolutions are set up for consideration by the City Council at its meeting on May 2nd. This letter will explain the basic purpose and content of each resolution and provide instructions for action that needs to be taken.

Notice of Intent Resolution

The Notice of Intent Resolution indicates the City's intent to issue the Note, pledging the City's limited tax full faith and credit, in an amount not to exceed $1,760,000 to pay the cost of the Project as described in the resolution.

The Revised Municipal Finance Act requires the City to notify the electors of the City of its intent to issue the Note by publishing a notice which gives the voters a referendum right on the issuance of the Note. The Note can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice. The form of notice (the "Notice") is included in the Notice of Intent Resolution as Exhibit A. **The Notice must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City**.

The City can reduce the amount of the Note for the Project from the amount indicated in the Notice, but the City would not be able to increase the amount of the Note for the Project over the amount in the Notice without republishing a new Notice for the increased amount.

Paragraph 4 of the resolution contains language which authorizes the City to reimburse itself from Note proceeds for certain costs relating to the Project incurred prior to issuance of the Note, including costs for engineering and design. It will also allow the City to reimburse for any hard construction or acquisition costs which were incurred within 60 days before the adoption of the Resolution.

Note Authorizing Resolution

The Note Authorizing Resolution authorizes the issuance of the Note to HUD and approves the general terms of the Note. It delegates to various City officials the authority to finalize the terms and documents needed to complete the financing. The Note Authorizing Resolution also approves the forms of Note and Contract for Loan Guarantee received from HUD. Those form documents should be attached to the Note Authorizing Resolution as exhibits A and B in the City Council packets. We anticipate receiving updated documents from HUD; if those become available in time to attach as the exhibits, please use them. If the updated documents are not available in time, go ahead and attach the forms previously sent by HUD—the Note Authorizing Resolution contemplates that all documents are subject to adjustment, so it is appropriate to attach forms that are not final.

The Note Authorizing Resolution is the only action the City Council will need to take in connection with the Note; however it is worth emphasizing that the Note cannot actually be issued until the expiration of the 45-day referendum period discussed previously.

What to Send Back to Us

We would appreciate receiving three (3) certified copies of each resolution upon adoption by the City Council as well as three (3) Affidavits of Publication for the Notice of Intent from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter-page ad.**

If you or any of the persons copied on this letter have any questions, please do not hesitate to contact Pat McGow or me.

Very truly yours,

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

By: _____
Jeffrey S. Aronoff

Cc: Mike Smith
Doug Haag
Bill Gambill
Laura Stowell
Chris Rayes
Patrick McGow, Esq.

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

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NOTICE OF INTENT RESOLUTION
FOR
SENIOR ACTIVITY CENTER PROJECT

CITY OF ST. CLAIR SHORES
COUNTY OF MACOMB, STATE OF MICHIGAN

Minutes of a regular meeting of the City Council of the City of St. Clair Shores, County of Macomb, State of Michigan, held on the 2nd day of May, 2016, at 7:00 p.m., Eastern Daylight Time.

PRESENT: Members _____

_____

ABSENT: Members _____

The following preamble and resolution were offered by Member: _____ and supported by Member: _____:

WHEREAS, the City of St. Clair Shores, County of Macomb, State of Michigan (the "City") intends to issue general obligation limited tax note pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in an aggregate principal amount of not to exceed One Million Seven Hundred Sixty Thousand Dollars ($1,760,000) (the "Note") for the purpose of paying the costs of acquiring, constructing, furnishing and equipping improvements to the senior activity center in the City, together with all necessary site improvements, appurtenances and attachments (the "Project"); and

WHEREAS, a notice of intent to issue the Note must be published before the issuance of the Note in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Note for any expenditures undertaken by the City for the Project prior to issuance of the Note.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue the Note in the *St. Clair Shores Sentinel*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. The City Council does hereby determine that the foregoing form of Notice of Intent and the manner of publication directed is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Note, the maximum amount of the Note, the purpose of the Note, the source of payment for the Note and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

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

(a) The City reasonably expects to reimburse itself with proceeds of the Note for certain costs of the Project which were paid or will be paid from the general funds of the City subsequent to sixty (60) days prior to today.

(b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is $1,760,000.

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

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

AYES: Members:_____

_____

NAYS: Members:_____

RESOLUTION DECLARED ADOPTED.

_____
Mary Kotowski
City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of St. Clair Shores, County of Macomb, State of Michigan, at a regular meeting held on the 2nd day of May, 2016, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

_____
Mary Kotowski
City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS
OF THE CITY OF ST. CLAIR SHORES
OF INTENT TO ISSUE A NOTE
AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of St. Clair Shores, County of Macomb, State of Michigan (the "City"), intends to issue and sell its general obligation limited tax note pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed One Million Seven Hundred Sixty Thousand Dollars ($1,760,000) for the purpose of paying the costs of acquiring, constructing, furnishing and equipping improvements to the senior activity center in the City, together with all necessary site improvements, appurtenances and attachments.

SOURCE OF PAYMENT OF NOTE

THE PRINCIPAL OF AND INTEREST ON SAID NOTE SHALL BE PAYABLE from the funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations. The City intends to pay principal and interest on said note from Community Development Block Grant funds received from the U.S. Department of Housing and Urban Development.

NOTE DETAILS

SAID NOTE will be payable in annual installments not to exceed twenty (20) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the note from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE NOTE WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE NOTE MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Mary Kotowski
City Clerk
City of St. Clair Shores

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MES

COUNCIL COMMUNICATION Item # - 10

From: Michael E. Smith, City Manager

Subject: Request for approval of a Resolution Authorizing Issuance of Notes for the CDBG Program Section 108 Loan Guarantee for the Senior Activity Center Renovation and Expansion Project-authorizing the issuance of Notes in an amount not to exceed $1,760,000 approving various documents and delegating to City officials to sign all related loan and Note documents from the Department of Housing and Urban Development.

Prepared by: Liz Koto, City Planner, CDI

City Manager's Recommendation:

I recommend the approval of a Resolution Authorizing Issuance of Notes for the CDBG Program Section 108 Loan Guarantee for the Senior Activity Center Renovation and Expansion Project-authorizing the issuance of Notes in an amount not to exceed $1,760,000 approving various documents and delegating to City officials to sign all related loan and Note documents from the Department of Housing and Urban Development.

Summary Justification/Background: (full justification/background is attached)
The Section 108 Loan Guarantee Program is a loan program available to CDBG Entitlement Grantees. The city was awarded a loan for $1,760,000 in the summer of 2015. In order for HUD to secure the loan from the Bank of New York Mellon, a series of documents pledging the city's limited full faith and credit as well as other stipulations, are required to be approved and signed by authorized members of City Council and Administrative Personnel. In order to proceed in obtaining the funds for the loan, the following documents must be reviewed and approved by City Council.

Enclosures:
Transmittal Letter From HUD
Miller Canfield Explanation of Resolution
Proposed Resolution
Exhibit A Note
Commitment (Repayment) Schedule
Exhibit B Contract for Loan Guarantee Assistance
Trust Agreement between HUD and Bank of New York Mellon
Samples of Signature Card, Letter Agreement for Deposit Account, Letter Agreement for Investment Account, and Request for Advance
Fiscal Agency Agreement between HUD and Chase Manhattan Bank (emailed)

Council Action:

It was moved by Councilperson _____, and supported by Councilperson _____, to approve/deny a Resolution Authorizing Issuance of Notes for the CDBG Program Section 108 Loan Guarantee for the Senior Activity Center Renovation and Expansion Project-authorizing the issuance of Notes in an amount not to exceed $1,760,000 approving various documents and delegating to City officials to sign all related loan and Note documents from the Department of Housing and Urban Development as recommended by the City Manager.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-7000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

The Honorable Kip Walby
Mayor, City of St. Clair Shores
27600 Jefferson Circle Drive
St. Clair Shores, MI 48081

Dear Mayor Walby:

Enclosed are documents to be executed by the City of St. Clair Shores, Michigan (the "Borrower"), pursuant to a loan guarantee by HUD under Section 108 of the Housing and Community Development Act of 1974, as amended, for the Senior Activity Center project, B-14-MC-26-0013. These documents are: (1) a Variable/Fixed Rate Note ("Note"), and (2) two copies of the Contract for Loan Guarantee Assistance under Section 108 ("Contract"). The Amended and Restated Master Fiscal Agency Agreement ("Fiscal Agency Agreement"), Trust Agreement and form of Trust Supplement, for your reference, will be sent by e-mail.

The Variable/Fixed Rate Note format is designed to convert from a variable rate Note to a fixed rate Note on its "Conversion Date" at a Section 108 public offering. The "Commitment Schedule" to the Note represents the agreed-upon repayment schedule referred to in the Section 108 commitment (HUD-7082 and attached Special Conditions), against which the Borrower requests Advances when funds are needed to carry out the approved project. The "Schedule P&I" to the Note is intentionally not completed now; it is filled out as of the Conversion Date based on the cumulative amount of Advances per Principal Due Date that the Borrower has received on or before such date.

The Note and Contracts should be signed, as appropriate, by the Borrower. However, the only date to be inserted by the Borrower is the date under the Borrower's signature on the Contract. All other dates will be inserted after the documents are returned to and have been executed by HUD. The Fiscal Agency Agreement and Trust documents are sent for your reference; please do not return them to HUD.

The Borrower's counsel should provide an opinion (on letterhead stationery) as described in the model opinion package, which includes instructions for preparation of the opinion. Please note that the opinion should be addressed to the Secretary of Housing and Urban Development.

TRANSMITTAL
LETTER FROM
HUD

Please return the executed Note, Contracts and legal opinion to:

U.S. Department of Housing and Urban Development
Attention: Paul D. Webster, Director
Financial Management Division
451 Seventh Street, SW - Room 7180
Washington, DC 20410

It is anticipated that the Note issued initially to the interim lender will ultimately be sold on its Conversion Date in a public offering of guaranteed obligations. At that time, the Borrower will be required to pay a share of the costs of the public offering, including the underwriters' discount, the Trustee's fee, and the other costs of issuance.

When returning the documents to HUD, please include a Request for an Advance under the Note and two signature cards (SF-1194). The Request for an Advance should be a separate document, should request increments of not less than **$1,000** per Principal Due Date, and should be countersigned by two officials whose signatures appear on the SF-1194. We are enclosing two copies of the SF-1194 and a sample Request for an Advance for your use.

It is important that you review the requirements in paragraph 15 of the enclosed Contract for Loan Guarantee Assistance, which identify security documents to be delivered to HUD or a document custodian, either contemporaneously with delivery of the Contract or at a subsequent time identified in paragraph 15. Please contact HUD staff if you have questions about delivery of the required security documents.

Please note that a **$70.00** fee will be deducted from the total amount of each Advance by the Fiscal Agent. In addition, if the Borrower remains in the interim financing facility after a public offering, it will be required to pay an Administration Fee of $100 per quarter to the Fiscal Agent, which will be billed together with the quarterly interest payments.

If you or your staff have any questions about this transaction, please contact B. Cory Schwartz at 202-402-4105. Your counsel may also call the HUD attorney listed at the end of the instructions to the enclosed model legal opinion package.

Sincerely,

Hugh Allen

for Paul D. Webster
Director
Financial Management Division

Enclosures

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing • Troy
FLORIDA: Tampa
ILLINOIS: Chicago
NEW YORK: New York
OHIO: Cincinnati
CANADA: Windsor
CHINA: Shanghai
MEXICO: Monterrey
POLAND: Gdynia
Warsaw • Wrocław

JEFFREY S. ARONOFF
TEL (313) 496-7678
FAX (313) 496-7500
E-MAIL aronoff@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

April 22, 2016

Via electronic mail

Liz Koto, AICP
City Planner/Federal Administrator
City of St. Clair Shores
Community Development And Inspections
27600 Jefferson
St. Clair Shores, MI 48081

Re: Resolutions for HUD Senior Activity Center Project Financing

Dear Liz:

I have enclosed two resolutions related the proposed issuance of a note (the "Note") to the U.S. Department of Housing and Urban Development ("HUD") for the City's proposed senior activity center project (the "Project"):

- Notice of Intent Resolution for Senior Activity Center Project (the "Notice of Intent Resolution")
- Resolution Authorizing Issuance of Note for Senior Activity Center Project (the "Note Authorizing Resolution")

The Note proceeds are intended to pay for the construction and acquisition of the Project and may also be used as reimburse the City for the engineering, design and other preliminary costs related to the Project. Note proceeds may also be used to pay issuance costs related to the Note. The City will pledge its full faith and credit to pay principal and interest on the Note, although it will also pledge Community Development Block grant funds received from HUD, which are the expected source of repayment of the Note. Both resolutions describe the full faith and credit pledge and also identify the grant funds as the expected source of repayment.

Both resolutions are set up for consideration by the City Council at its meeting on May 2nd. This letter will explain the basic purpose and content of each resolution and provide instructions for action that needs to be taken.

MILLER CANFIELD
EXPLANATION OF
RESOLUTION

Notice of Intent Resolution

The Notice of Intent Resolution indicates the City's intent to issue the Note, pledging the City's limited tax full faith and credit, in an amount not to exceed $1,760,000 to pay the cost of the Project as described in the resolution.

The Revised Municipal Finance Act requires the City to notify the electors of the City of its intent to issue the Note by publishing a notice which gives the voters a referendum right on the issuance of the Note. The Note can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice. The form of notice (the "Notice") is included in the Notice of Intent Resolution as Exhibit A. **The Notice must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City**.

The City can reduce the amount of the Note for the Project from the amount indicated in the Notice, but the City would not be able to increase the amount of the Note for the Project over the amount in the Notice without republishing a new Notice for the increased amount.

Paragraph 4 of the resolution contains language which authorizes the City to reimburse itself from Note proceeds for certain costs relating to the Project incurred prior to issuance of the Note, including costs for engineering and design. It will also allow the City to reimburse for any hard construction or acquisition costs which were incurred within 60 days before the adoption of the Resolution.

Note Authorizing Resolution

The Note Authorizing Resolution authorizes the issuance of the Note to HUD and approves the general terms of the Note. It delegates to various City officials the authority to finalize the terms and documents needed to complete the financing. The Note Authorizing Resolution also approves the forms of Note and Contract for Loan Guarantee received from HUD. Those form documents should be attached to the Note Authorizing Resolution as exhibits A and B in the City Council packets. We anticipate receiving updated documents from HUD; if those become available in time to attach as the exhibits, please use them. If the updated documents are not available in time, go ahead and attach the forms previously sent by HUD—the Note Authorizing Resolution contemplates that all documents are subject to adjustment, so it is appropriate to attach forms that are not final.

The Note Authorizing Resolution is the only action the City Council will need to take in connection with the Note; however it is worth emphasizing that the Note cannot actually be issued until the expiration of the 45-day referendum period discussed previously.

What to Send Back to Us

We would appreciate receiving three (3) certified copies of each resolution upon adoption by the City Council as well as three (3) Affidavits of Publication for the Notice of Intent from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter-page ad.**

If you or any of the persons copied on this letter have any questions, please do not hesitate to contact Pat McGow or me.

Very truly yours,

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

By: _____
Jeffrey S. Aronoff

Cc: Mike Smith
Doug Haag
Bill Gambill
Laura Stowell
Chris Rayes
Patrick McGow, Esq.

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

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PROPOSED RESOLUTION

RESOLUTION AUTHORIZING ISSUANCE OF NOTE FOR SENIOR ACTIVITY CENTER PROJECT

CITY OF ST. CLAIR SHORES
COUNTY OF MACOMB, STATE OF MICHIGAN

Minutes of a regular meeting of the City Council of the City of St. Clair Shores, County of Macomb, State of Michigan (the "City"), held on May 2, 2016, at 7:00 p.m., Eastern Daylight Time.

PRESENT: Members:_____

_____

ABSENT: Members:_____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City does hereby determine that it is necessary to pay the costs of acquiring, constructing, furnishing and equipping improvements to the senior activity center in the City, together with all necessary site improvements, appurtenances and attachments (the "Project"); and

WHEREAS, the cost of the Project is estimated to be approximately One Million Seven Hundred Sixty Thousand Dollars ($1,760,000); and

WHEREAS, to finance the cost of the Project, the City Council deems it necessary to borrow the principal amount of One Million Seven Hundred Sixty Thousand Dollars ($1,760,000) and issue a note pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay the cost of the Project; and

WHEREAS, the City Clerk has been directed to publish a notice of intent for the note in accordance with Act 34 (the "Notice of Intent") which provides that the note may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the note is filed with the City Clerk within a period of forty-five (45) days from the date of publication.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Note; Note Terms. A note of the City designated VARIABLE/FIXED RATE NOTE (the "Note"), is authorized to be issued in the principal amount of not to exceed One Million Seven Hundred Sixty Thousand Dollars ($1,760,000) for the purpose of paying the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Note.

The Note shall be in the form of a single instrument convertible note of the denomination of not to exceed $1,760,000 dated as of the date of delivery, payable in principal installments as shown on the form of Note attached hereto as Exhibit A, or such other dates as provided in the Note as executed and delivered to the U.S. Department of Housing and Urban Development ("HUD") or the registered holder

of the Note named on the face of the Note (the "Holder").

The Mayor, the City Manager, Finance Director, City Clerk and Treasurer (each an "Authorized Officer," together the "Authorized Officers") each is hereby authorized to take all actions necessary to deliver the Note to the Holder in accordance with the delivery instructions of HUD and to execute the Contract for Loan Guarantee Assistance in substantially the form attached hereto as Exhibit B, which is hereby approved, and all other agreements, contracts and documents necessary to effect the sale and delivery of the Note to HUD (collectively, the "Note Documents").

Each Authorized Officer is authorized to accept the offer of HUD to provide the loan evidenced by the Note, which acceptance shall be represented by execution and delivery of the Note and the Note Documents.

Proceeds of the Note are expected to be delivered to the City in advances as set forth on the Note and in the Note Documents. The Note will bear interest at a fixed or variable rate and be subject to conversion, transfer and prepayment as provided in the Note and Note Documents.

2. Execution of Note. The Note shall be executed in the name of the City with the manual signature of the Mayor and City Clerk or in the name of such Authorized Officer as may be consistent with the requirements of the Note Documents.

3. Transfer of Note. The Note shall be subject to transfer in the manner described in the Note and Note Documents.

4. Limited Tax Pledge; Debt Retirement Fund. The City Treasurer is authorized and directed, to open a separate depositary account with a bank or trust company or create a separate account on the books of the City to be designated as the 2016 HUD NOTE DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Note as it becomes due. The City intends to pay principal and interest on the Note from Community Development Block Grant funds received from HUD.

The City hereby pledges its limited tax full faith and credit for the prompt payment of the Note. The City shall each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Note and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

5. Construction Fund. The Treasurer is authorized and directed to open a separate depositary account with a bank or trust company designated by the City Council, to be designated 2016 HUD NOTE CONSTRUCTION FUND (the "Construction Fund"), and deposit into said Construction Fund the proceeds of the Note, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Note.

6. Note Form. The Note shall be in substantially the form attached hereto as Exhibit A, with such adjustments as may be necessary in the discretion of the appropriate Authorized Officer within the parameters of this Resolution.

7. Negotiated sale to HUD. The City hereby declares that it has pursued a negotiated sale with HUD because terms of the Note are expected to best achieve the most advantageous interest rates and lowest overall cost to the City.

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

9. Authorization of Other Actions. The Authorized Officers are each hereby authorized to finalize the Note Documents and adjust the final Note details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this Resolution. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Note as contemplated herein.

10. Appointment of Note Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Note Counsel for the Note is hereby confirmed.

11. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members:_____

_____

NAYS: Members_____

RESOLUTION DECLARED ADOPTED.

_____
Mary Kotowski, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of St. Clair Shores, County of Macomb, State of Michigan, at a regular meeting held on May 2, 2016, 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.

_____

Mary Kotowski, City Clerk

EXHIBIT A
FORM OF NOTE

(ATTACHED)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 108 LOAN GUARANTEE PROGRAM

VARIABLE/FIXED RATE NOTE

NOTE NUMBER: **B-14-MC-26-0013**

BORROWER: **City of St. Clair Shores, Michigan**

Senior Activity Center

MAXIMUM COMMITMENT AMOUNT: **$1,760,000**

COMMITMENT AMOUNTS: See Commitment Schedule attached hereto.

DATE OF NOTE: _____

PRINCIPAL DUE DATES AND PRINCIPAL AMOUNT: Before the Conversion Date, the aggregate of Advances made for each applicable Principal Due Date specified in the Commitment Schedule to this Note; on or after the Conversion Date, the Principal Amount (if any) listed for each Principal Due Date in Schedule P & I hereto.

~~PROPOSED~~ EXHIBIT A
NOTE

VARIABLE INTEREST RATE: As set forth below.

REGISTERED HOLDER: AFTERWATCH & CO
As Nominee for
Money Market Obligations Trust
on behalf of its Government Obligations Fund

I. Terms Applicable Before the Conversion Date

A. Advances

For value received, the undersigned, the City of St. Clair Shores, Michigan (the "Borrower"), which term includes any successors and assigns, a public entity organized and existing under the laws of the State (or Commonwealth as applicable) of Michigan, promises to pay to the

Registered Holder (the "Holder," which term includes any successors or assigns), at the time, in the manner, and with interest at the rate or rates hereinafter provided, such amounts as may be advanced under this Note from time to time by the Holder for disbursement to, or on behalf of, the Borrower (individually, an "Advance", and collectively, "Advances"). The Holder shall make Advances upon the written request of the Borrower and the approval of the Secretary of Housing and Urban Development or his designee (the "Secretary"), pursuant to the Contract for Loan Guarantee Assistance (as further defined in Section IV.A. of this Note, the "Contract"), and the Amended and Restated Master Fiscal Agency Agreement (the "Fiscal Agency Agreement") dated as of May 17, 2000, between The Bank of New York Mellon (successor to The Chase Manhattan Bank and JPMorgan Chase Bank, N.A.), as Fiscal Agent (the "Fiscal Agent"), and the Secretary. The total amount of Advances made for each Principal Due Date under this Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth on the Commitment Schedule attached hereto. The aggregate of all Advances under this Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount specified on the attached Commitment Schedule. The Fiscal Agent shall record the date and amount of all payments and Advances on this Note and maintain the books and records of all such Advances and Commitment Amounts for each corresponding Principal Due Date, and all payments. No Advances shall be made on this Note after its Conversion Date.

As used herein, "Conversion Date" means the date (if any) upon which this Note is (i) delivered by the Holder to the Fiscal Agent against payment therefore by the purchasers selected by the Secretary to make such payment; and (ii) assigned to Bank of New York Mellon (or any successor thereto) acting in its capacity as Trustee (the "Trustee") pursuant to a Trust Agreement between the Secretary and the Trustee, dated as of January 1, 1995, as such agreement may be amended or supplemented (the "Trust Agreement"). Upon the occurrence of both (i) and (ii) in the previous sentence, Section III of this Note applies, thereby converting this Note to a fixed rate obligation.

B. Variable Rate of Interest

From and including the date of each Advance to but excluding the earlier of (i) the Conversion Date, and (ii) the date of redemption or prepayment of such Advance pursuant to Section I.D. below (each such date of redemption or prepayment, a "Prepayment Date") interest shall be paid quarterly at a variable interest rate (as set forth below) on the unpaid principal balance of each Advance on the first day of each February, May, August and November (each, an "Interim Payment Date"), commencing on the first Interim Payment Date after the initial Advance is made under this Note. Interest also shall be paid on each applicable Conversion Date, Prepayment Date or Principal Due Date. The amount of interest payable on each Interim Payment Date will represent interest accrued during the three-month period ending immediately prior to such Interim Payment Date, or in the case of the first Interim Payment Date following each Advance that is not made on an Interim Payment Date, the period from and including the date of such Advance to but excluding the first Interim Payment Date following such Advance. The amount of interest payable on this Note's Conversion Date, Prepayment Date, or on any Principal Due Date that precedes such Conversion Date will represent interest accrued during the

period from the last Interim Payment Date to such Conversion Date, Prepayment Date, or Principal Due Date, respectively.

The initial variable interest rate for each Advance will be set on the date of such Advance and will be equal to 20 basis points (0.2%) above the Applicable LIBO Rate (as hereinafter defined) and thereafter will be adjusted monthly on the first day of each month (each, a "Reset Date") to a variable interest rate equal to 20 basis points (0.2%) above the Applicable LIBO Rate (such interest rate, as reset from time to time, the "Standard Note Rate"). If the Conversion Date for this Note has not occurred by the March 1 following the initial Advance under this Note, then the terms of Appendix A shall be used to set the variable interest rate. If the Fiscal Agent does not receive notice of either a Negotiated Special Interest Rate or Holder Determined Special Interest Rate (as defined in Appendix A attached hereto) from the Secretary or Holder, respectively, by the times specified in Appendix A to this Note, then the Standard Note Rate shall apply for the period to which such Negotiated Special Interest Rate or Holder Determined Special Interest Rate would otherwise apply. The Fiscal Agent may conclusively rely on any such notice as to the correctness of any matters set forth therein. Appendix A shall be inapplicable to this Note on or after the Conversion Date.

"LIBO Rate" for any given Business Day means, except in the case of manifest error, the interest rate per annum published on that day in the Eastern Edition of The Wall Street Journal or any successor publication ("WSJ"), published by Dow Jones & Company, Inc., in the section titled "Money Rates" (or any successor section) and opposite the caption "London Interbank Offered Rates (LIBOR) -- three months" (or any successor caption). If such rate does not appear in WSJ on a given Business Day, for each interest period, the LIBO Rate shall be the interest rate, converted to a bond-equivalent yield basis, for deposits in U.S. dollars for three months which appears on Telerate Page 3750 or such other page as may replace Page 3750 on that service or such other service or services as may be nominated by the British Bankers' Association for the purpose of displaying such rate (together, "Telerate Page 3750") as of 11:00 a.m., London time, on the day (the "Determination Date") that is two London Banking Days preceding the relevant Reset Date or Advance. If such rate does not appear on Telerate Page 3750 on such Determination Date, such rate shall be obtained from the Reuters Screen ISDA Page as of 11:00 a.m., London time, on such Determination Date. If, in turn, such rate does not appear on the Reuters Screen ISDA Page on such Determination Date, the offered quotation from each of four reference banks (expressed as a percentage per annum) as of approximately 11:00 a.m., London time, on such Determination Date for deposits in U.S. dollars to prime banks on the London interbank market for a 3-month period, commencing on the Reset Date or date of such Advance, shall be obtained. If at least two such quotations are provided, the LIBO Rate for such Reset Date or date of such Advance will be the arithmetic mean of the quotations, rounded to five decimal places. If fewer than two such quotations are provided as requested, the LIBO Rate for that Determination Date shall be the rate for the most recent day preceding such Determination Date for which the LIBO Rate shall have been displayed on Telerate Page 3750. The LIBO Rate for any interest period shall be converted to a bond-equivalent yield basis by multiplying such rate by the actual number of days in such interest period and dividing that number by 180.

"Applicable LIBO Rate" means: (1) with respect to the initial interest rate for the first Advance hereunder, the LIBO Rate two London Banking Days before the date of such first Advance; (2) with respect to the initial interest rate for any subsequent Advance made before the first Reset Date, the interest rate borne by the first Advance; (3) with respect to the initial interest rate for any subsequent Advance made after the first Reset Date, the LIBO Rate two London Banking Days before the immediately preceding Reset Date; and (4) with respect to the subsequent interest rate at any Reset Date for any Advance, the LIBO Rate two London Banking Days before such Reset Date.

"London Banking Day" means any day in which dealings in deposits in United States dollars are transacted in the London interbank market. Interest payable on or before the Conversion Date shall be calculated on the basis of a 360-day year and the actual number of days lapsed.

C. Principal Amount

Prior to the Conversion Date, the aggregate amount of Advances under this Note for each specified Principal Due Date shall be the Principal Amount paid by the Borrower on such Principal Due Date (as assigned to such Advances by the Secretary's instructions to the Fiscal Agent in accordance with the Contract and the Fiscal Agency Agreement), except to the extent such Principal Amount shall have been reduced by redemption before such Principal Due Date as provided below.

D. Redemption before Conversion Date

At any time on or before the Conversion Date, the Borrower, with the consent of the Secretary, may redeem this Note, in whole or in part, upon fourteen calendar days notice to the Fiscal Agent and the Secretary, at the purchase price of one hundred percent (100%) of the unpaid Principal Amount to be redeemed, plus accrued interest thereon to the date of redemption. Partial redemptions shall be credited against the applicable Principal Amount(s). The related Commitment Amounts and the Maximum Commitment Amount shall be adjusted concurrently with any such redemptions in accordance with the Secretary's instructions to the Fiscal Agent pursuant to the Contract and the Fiscal Agency Agreement.

II. Conversion

The following events shall occur on the Conversion Date:

A. Schedule P&I

On the Conversion Date all Advances owed by the Borrower under this Note with the same Principal Due Date shall be aggregated into a single Principal Amount which will accrue interest at the fixed rate applicable to such Principal Due Date. Such Principal Amount may be adjusted by the Fiscal Agent in accordance with the following paragraph or paragraph IV.H, as applicable. Whether or not adjusted, each Principal Amount, the fixed rate applicable to each Principal Amount, and the applicable Principal Due Date, shall be listed by the Secretary in Schedule P&I. Schedule P&I will be provided by the Secretary to the Fiscal Agent and attached to this Note by the Fiscal Agent upon the Fiscal Agent's receipt of this Note on the Conversion Date.

B. Conversion Date Advances

If, on or prior to the Conversion Date, the Borrower has not utilized the entire Commitment Amount indicated on the Commitment Schedule attached hereto for a given Principal Due Date, the Borrower may, in accordance with the Fiscal Agency Agreement and the Contract, and with the approval of the Secretary, utilize such Commitment Amount on the Conversion Date to obtain a Conversion Date Advance. A "Conversion Date Advance" shall mean any amount by which the Secretary instructs the Fiscal Agent to increase a Principal Amount on Schedule P&I for a given Principal Due Date, effective as of the Conversion Date of this Note. Conversion Date Advances shall be funded by the sale of this Note to the purchaser selected by the Secretary. The proceeds of a Conversion Date Advance (net of any applicable fees) shall be distributed to or on behalf of the Borrower on the Conversion Date. The total amount of Conversion Date Advances hereunder shall not exceed the sum of any unused Commitment Amounts for all Principal Due Dates.

III. Terms Applicable Upon Conversion

The following terms shall apply to this Note from the Conversion Date (if any) until this Note is canceled, or matured and paid in full:

Commencing on the Conversion Date, the Borrower promises to pay to the Holder on the applicable Principal Due Date each Principal Amount set forth on the attached Schedule P&I, together with interest on each such Principal Amount at the rate applicable thereto specified on the Schedule P&I. Interest shall be calculated and payments shall be made in the manner set forth below.

Interest on each scheduled Principal Amount of this Note due as of a given date specified on Schedule P&I hereto shall accrue at the related per annum rate specified on Schedule P&I from (and including) the Conversion Date to (but excluding) such Principal Due Date or, if applicable, to the applicable Interest Due Date on which an Optional Redemption (as defined below) occurs. Each interest amount accrued on each unpaid Principal Amount of this Note shall be due semiannually as of February 1 and August 1 of each year (each such February 1 and

August 1, an "Interest Due Date") commencing on the first such date after the Conversion Date, until each Principal Amount listed on Schedule P&I to this Note is paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Certain Principal Amounts that are indicated as being eligible for Optional Redemption on Schedule P&I may be paid, in whole or in part, at the option of the Borrower as of any Interest Due Date on or after the date specified in such schedule (an "Optional Redemption"). In order to elect an Optional Redemption of such a Principal Amount, the Borrower shall give notice of its intention to prepay a Principal Amount to the Trustee and the Secretary not less than 60 days and not more than 90 days prior to the Interest Due Date as of which the Borrower intends to prepay the Principal Amount. The Trustee shall apply any payments received in respect of Optional Redemptions in accordance with written instructions of the Borrower, as approved by the Secretary. Principal Amounts that are not indicated as being eligible for Optional Redemption on Schedule P&I may not be prepaid.

IV. General Terms

A. Additional Definitions

For purposes of this Note, the following terms shall be defined as follows:

"Business Day" shall mean a day on which banking institutions in New York City are not required or authorized to remain closed and on which the Federal Reserve Bank and the New York Stock Exchange are not closed. If any payment (including a payment by the Secretary) is required to be made on a day that is not a Business Day, then payment shall be made on the next Business Day.

"Contract" shall mean the Contract for Loan Guarantee Assistance, and any amendments thereto, among the Secretary and the Borrower, the designated public entity named therein (if applicable), and the State named therein (if applicable), that refers to and incorporates this Note by the number hereof.

"Principal Amount" shall mean: (i) before the Conversion Date for this Note, the aggregate amount of Advances made for each Principal Due Date specified in the Commitment Schedule attached to this Note, less the amount of any redemptions pursuant to Section I.D. hereof, and any principal repayment; and (ii) on or after the Conversion Date, the principal amount (if any) stated for each Principal Due Date in Schedule P&I attached hereto, less the amount of any principal repayment and any Optional Redemptions made pursuant to Section III hereof and the Trust Agreement.

B. Timely Payment to Fiscal Agent or Trustee

Notwithstanding anything contained in Section I, Section II, or Section III, the Borrower, in accordance with the Contract, shall be required to make all payments of interest and principal, including any Optional Redemption payment, directly to the Fiscal Agent or the Trustee (as applicable) on the seventh Business Day prior to the appropriate Interim Payment Date, Interest Due Date, Principal Due Date, Prepayment Date, or date of Optional Redemption, as applicable.

C. Interest on Late Payments

If a payment of principal or interest herein provided for shall not be made by either (i) 2:30 p.m. on an Interest Due Date or Principal Due Date; or (ii) 2:30 p.m. on the second Business Day (as herein defined) next succeeding an Interim Payment Date, then interest shall accrue on the amount of such payment at the then applicable interest rate or rates payable on this Note, from the relevant due date, as the case may be, until the date such payment is made. Nothing in the immediately preceding sentence shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

D. Applicability of Fiscal Agency Agreement or Trust Agreement

Prior to the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the terms of the Fiscal Agency Agreement and are subject to such agreement. On or after the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the Trust Agreement and are subject to such agreement. The terms and provisions of the Fiscal Agency Agreement or the Trust Agreement, insofar as they affect the rights, duties and obligations of the Holder and/or the Borrower, are hereby incorporated herein and form a part of this Note. The Borrower hereby agrees to be bound by all obligations of the Borrower to the Fiscal Agent set forth in the Fiscal Agency Agreement. Capitalized terms not defined in this Note shall have the meanings ascribed to them in the Fiscal Agency Agreement or Trust Agreement, as applicable. The Fiscal Agency Agreement provides for the Fiscal Agent to perform certain duties, including the duties of (i) paying agent and calculation agent for this Note until its Conversion Date, and (ii) registrar for this Note until this Note is canceled or a new registrar appointed, each in accordance with the Fiscal Agency Agreement. The Trust Agreement provides for the Trustee to perform certain duties, including the duties of collection agent for this Note after its Conversion Date until a new Trustee is appointed in accordance with the Trust Agreement. This Note may be surrendered to the Fiscal Agent for registration of transfer or exchange, as provided in the Fiscal Agency Agreement. The Fiscal Agent and Trustee each shall permit reasonable inspection to be made of a copy of the Fiscal Agency Agreement or Trust Agreement kept on file at its respective corporate trust office. Neither the Fiscal Agency Agreement nor the Trust Agreement shall change the Borrower's payment obligations under this Note.

E. Applicability of Contract and Secretary's Guarantee

This Note evidences indebtedness incurred pursuant to and in accordance with the Contract and pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5308) (the "HCD Act"). This Note is subject to the terms and provisions of the Contract, to which Contract reference is hereby made for a statement of said terms and provisions and for a description of the collateral security for this Note. The payment of principal on the applicable Principal Due Dates and interest on the applicable Interim Payment Dates or Interest Due Dates under this Note is unconditionally guaranteed by the Secretary to the Holder through a guarantee (the "Guarantee"). Execution of the Secretary's Guarantee is required before this Note is effective, and such Guarantee shall be issued pursuant to and in accordance with the terms of the Contract and Section 108 of the HCD Act.

F. Default

A default under this Note shall occur upon failure by the Borrower to pay principal or interest on this Note when due hereunder. If a Borrower defaults on the payment of any interest or Principal Amounts when due, or if the Secretary gives notice of a final decision to declare the Borrower in default pursuant to the following paragraph of this Section IV.F, the Secretary may, but is not obligated to, make on any date on or prior to the Conversion Date with fourteen calendar days prior notice to the Fiscal Agent, or on the seventh Business Day preceding any Interest Due Date on or after the first permissible Optional Redemption date with seven Business Days prior notice to the Trustee, an acceleration payment to the Fiscal Agent or the Trustee, as applicable, equal to the unpaid Aggregate Principal Amount of the Note, together with accrued and unpaid interest thereon to such acceleration payment date or Interest Due Date, as applicable. In the event that any such acceleration payment is made from sources other than funds pledged by the Borrower as security under the Contract (or other Borrower funds), the amounts paid on behalf of the Borrower shall be deemed to be immediately due and payable to the Secretary. Nothing in this paragraph shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

In addition, the Secretary may declare the Borrower in default under this Note if the Secretary makes a final decision in accordance with the provisions of 24 C.F.R. § 570.913 (or any successor regulation thereof), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with Title I of the HCD Act. Following the giving of such reasonable notice, the Secretary may take the remedial actions specified as available in the relevant provisions of the Contract pending the Secretary's final decision.

G. Holder's Reliance on Guarantee

Following a default by the Borrower under the terms of this Note, the Holder agrees to rely wholly and exclusively for repayment of this Note upon the Guarantee. The enforcement of any instruments or agreements securing or otherwise related to this Note shall be the sole responsibility of the Secretary, and the Holder shall not be responsible for the preparation, contents or administration of such instruments and agreements, or for any actions taken in connection with such instruments and agreement. The Holder, to the extent it is legally able to do so, shall bind or cause to be bound its successors and assigns to all limitations imposed upon the Holder by this Note.

H. Amendment

This Note may only be amended with the prior written consent of the Secretary and the Borrower. No such amendment shall reduce, without the prior written consent of the Holder of this Note, in any manner the amount of, or delay the timing of, payments required to be received on this Note by the Holder, Fiscal Agent or Trustee, including Guarantee Payments; provided that prior to the Conversion Date, the Commitment Amounts on the Commitment Schedule attached hereto, and the Principal Amounts due on the corresponding Principal Due Dates may be rescheduled pursuant to written instructions given to the Fiscal Agent by the Secretary with the written agreement of the Borrower and the Secretary absent the consent of the Holder.

I. Waivers

The Borrower hereby waives any requirement for presentment, protest or other demand or notice with respect to this Note. The Borrower hereby waives notice of default and opportunity for hearing for any failure to make a payment when due.

J. Delivery and Effective Date

This Note is deemed issued, executed, and delivered on behalf of the Borrower by its authorized official as an obligation guaranteed by the Secretary pursuant to Section 108 of the HCD Act, effective as of the date of the Secretary's Guarantee.

V. Borrower-Specific Provisions

[This space intentionally left blank]

THE UNDERSIGNED, as an authorized official of the Borrower, has executed and delivered this Note.

City of St. Clair Shores, Michigan
BORROWER

By: _____
(Signature)

_____
(Name)

_____
(Title)

ASSIGNMENT AND TRANSFER

For value received, the undersigned assigns and transfers this Note to

_____

(Name and Address of Assignee)

_____

_____

(Social Security or Other Identifying Number of Assignee)

and irrevocably appoints _____ attorney-in-fact to transfer it on the books kept for registration of the Note, with full power of substitution.

Dated: _____

_____

Note: The signature to this assignment must correspond with the name as written on the face of the Note without alteration or enlargement or other change.

Signature Guaranteed:

_____

Qualified Financial Institution

By: _____

Authorized Signature

[This page to be completed by the Fiscal Agent for transfer of the Note by the Holder as of the Conversion Date pursuant to the last paragraph of Section I.A. of this Note.]

APPENDIX A

Special Pre-Conversion Interest Rates.

(a) The Holder and the Secretary contemplate that the majority of the outstanding Variable/Fixed Rate Notes will be purchased by underwriters selected by the Secretary for sale in public offerings to occur each year. If a public offering including this Note has not occurred by each March 1 following the initial Advance under this Note, the Secretary shall, upon request, advise the Holder as to when a public offering including this Note is expected to occur, and the Holder and the Secretary agree to consult with each other as to what the interest rate on this Note will be after May 1 of that year if a public offering has not occurred by such May 1. The Holder shall notify the Secretary if such consultation has not occurred by April 1 of that year. If no public offering including this Note has occurred on or before such May 1, the applicable interest rate on this Note from such May 1 shall be the rate (if any) negotiated and agreed upon by the Secretary and the Holder. Such rate may be the Standard Note Rate or some other rate agreed upon by the Holder and the Secretary at least two Business Days before such May 1 (such other rate, the "Negotiated Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the Holder in writing of any Negotiated Special Interest Rate within two Business Days of the determination thereof.

(b) If the Secretary and the Holder do not, by the April 15th preceding such May 1, negotiate and agree under Section (a) of this Appendix on an interest rate applicable to this Note, then the Holder may, on or before the April 20th preceding such May 1, give written notice to the Secretary of its intent to change the interest rate on this Note and, if such notice was given during such period, the Holder may, on such May 1, unilaterally determine (subject to the terms of this paragraph) the interest rate that this Note will bear (such rate, the "Holder Determined Interest Rate") from and including such May 1 to but excluding the earliest of: (i) the Conversion Date; (ii) the date that this Note is purchased by a new Holder (as described in Section (c) below) or (iii) a Monthly Special Reset Date (as defined below). Interest from and including such May 1 to but excluding the Public Offering Date shall be paid on the unpaid principal balance of all outstanding Advances under this Note at the rate(s) to be determined by the Holder which, based upon then prevailing market conditions and taking into account all the circumstances, will enable the Holder to sell this Note at one hundred percent (100%) of the aggregate amount of all Advances hereunder prior to the date of such sale. Such interest rate shall be determined as of such May 1 and shall be determined again on the foregoing basis on the first of each month thereafter (the first of each month after such May 1, a "Monthly Special Reset Date"). The Holder shall notify the Fiscal Agent and the Secretary in writing

within two Business Days following such dates of the determination of the Holder Determined Interest Rate and each applicable interest rate determined on a Monthly Special Reset Date.

(c) If the Secretary and the Holder have failed to agree upon an interest rate pursuant to Section (a) of this Appendix A, the Secretary, upon seven calendar days notice to the Holder, may arrange for the purchase of this Note in full by another entity on the following May 1 or any Business Day thereafter. If such a purchase occurs, the Holder shall sell and assign this Note to the purchaser thereof without recourse to the Holder and deliver this Note and its Guarantee to the Fiscal Agent for registration in the name of the purchaser thereof in accordance with the Secretary's written instructions. The purchase price for this Note shall be 100% of the aggregate amount of all Advances owing hereunder plus accrued interest to the date of purchase. Payment to the Holder of the purchase price for this Note shall be made by the purchaser thereof in Federal funds at the offices of the Holder, or at such other place as shall be agreed upon by the Holder and the Secretary, at 10:00 a.m., New York time, on the date of purchase. After such purchase date this Note shall bear a rate of interest negotiated between the Secretary and the new interim Holder (the "New Purchaser Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the new purchaser in writing of any New Purchaser Special Interest Rate within two Business Days following the date of determination thereof.

(d) Notwithstanding Sections (a) through (c) (inclusive) of this Appendix, no Borrower is obligated to pay interest at a variable rate exceeding the maximum rate permitted by generally applicable law of the Borrower's state (such rate, the "Maximum Rate"). If the Borrower receives notice of a variable interest payment that exceeds the Maximum Rate, then the Borrower shall timely pay such amount as does not exceed the Maximum Rate, and concurrently shall notify the Secretary and the Fiscal Agent of the reason for any interest non-payment.

COMMITMENT SCHEDULE

Note No. B-14-MC-26-0013

Principal Due Date	Commitment Amount
August 1, 2016	88,000
August 1, 2017	88,000
August 1, 2018	88,000
August 1, 2019	88,000
August 1, 2020	88,000
August 1, 2021	88,000
August 1, 2022	88,000
August 1, 2023	88,000
August 1, 2024	88,000
August 1, 2025	88,000
August 1, 2026	88,000
August 1, 2027	88,000
August 1, 2028	88,000
August 1, 2029	88,000
August 1, 2030	88,000
August 1, 2031	88,000
August 1, 2032	88,000
August 1, 2033	88,000
August 1, 2034	88,000
August 1, 2035	88,000
Maximum Commitment Amount =	**$1,760,000**

COMMITMENT
(REPAYMENT)
SCHEDULE

SCHEDULE P&I*

Note No. B-14-MC-26-0013

Principal Amount	Principal Due Date	Interest Rate**	Optional Redemption Available	
			YES	NO
	August 1, 2016			X
	August 1, 2017			X
	August 1, 2018			X
	August 1, 2019			X
	August 1, 2020			X
	August 1, 2021			X
	August 1, 2022			X
	August 1, 2023			X
	August 1, 2024			X
	August 1, 2025			X
	August 1, 2026		X	
	August 1, 2027		X	
	August 1, 2028		X	
	August 1, 2029		X	
	August 1, 2030		X	
	August 1, 2031		X	
	August 1, 2032		X	
	August 1, 2033		X	
	August 1, 2034		X	
	August 1, 2035		X	

$_____ = Aggregate Principal Amount

Principal Amounts due on or after August 1, 2026, may be redeemed, subject to the terms contained herein and in the Trust Agreement, on any Interest Due Date on or after August 1, 2025.

*This schedule will not be completed when initially executed and delivered by the Borrower for Guarantee for interim, variable-rate financing. It will be completed when assigned by the Holder at the request of the Borrower for conversion to Fixed Rates on the Conversion Date. The first date shown above on which Optional Redemption is available is expected to be the same when this schedule is completed, if the Borrower participates in the initial Section 108 public offering after receiving an interim financing Advance hereunder. If the Borrower participates in a later public offering, the first date on which Optional Redemption is available is expected to be correspondingly later.
** The fixed rate applicable to each Principal Amount shall be listed by the Secretary.

EXHIBIT B
FORM OF CONTRACT FOR LOAN GUARANTEE ASSISTANCE

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EXHIBIT B
CONTRACT FOR
LOAN GUARANTEE
ASSISTANCE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, 42 U.S.C. §5308

Date of Contract_____

This Contract for Loan Guarantee Assistance ("Contract") is entered into between the City of St. Clair Shores, Michigan, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-14-MC-26-0013 [Senior Activity Center project], in the Maximum Commitment Amount of $1,760,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is the first Contract under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on July 6, 2015. The funds paid or credited to the account of the Borrower pursuant to the Note are referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in Section I.A. of the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee respectively are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

A. **The Note: Advances and Records.** The Note provides that Advances and Conversion Date Advances shall be made thereunder upon the written request of the Borrower and the approval of the Secretary, pursuant to this Contract and the Fiscal Agency Agreement. The Commitment Schedule attached to the Note represents the principal repayment schedule for the Maximum Commitment Amount of the Note. At all times, the total amount of all Advances and Conversion Date Advances under the Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount of the Note. Prior to the Conversion Date (as defined in the Note, Section I.A.), the total amount of Advances made by the Holder for each Principal Due Date under the Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth in the Commitment Schedule of the Note. Prior to the

Conversion Date, the Borrower agrees that the Fiscal Agent pursuant to the Fiscal Agency Agreement shall record the date and amount of each payment and Advance under the Note and shall maintain the books and records of all Advances and Conversion Date Advances for each Principal Due Date, interest rates on Advances, payments, and Principal Amounts outstanding for each Principal Due Date. On and after the Conversion Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts (each as to be set forth on Schedule P&I to the Note). No advances of any kind may be made on the Note after its Conversion Date.

B. **Borrower's Requests for Advances.** All requests for Advances or Conversion Date Advances by the Borrower under the Note shall: be in writing; specify the amount of the Advance requested; identify the Note by Borrower, number and Maximum Commitment Amount; be addressed to the Secretary at the address for notices specified in paragraph 12(f) of this Contract; be signed by an authorized official of the Borrower; and otherwise be in the form prescribed by the Secretary. Advances and Conversion Date Advances shall be requested and will only be approved and made in increments of not less than $1,000 for any Principal Due Date. A request for an initial Advance under a Note, or a request for a Conversion Date Advance, shall be received by the Secretary at least ten Business Days prior to the Borrower's proposed Funding Date or Conversion Date, as applicable. All other requests for Advances shall be received by the Secretary not less than five Business Days prior to the proposed Funding Date. The Borrower may not deliver a Note or a request for an Advance or Conversion Date Advance to the Secretary more than two calendar months prior to the Borrower's proposed Funding Date. At least two Business Days prior to the proposed Funding Date or Conversion Date if the Borrower's request was timely received, or the next available Funding Date for which the request was timely received, the Secretary shall, except as otherwise provided in paragraph 11(c) or 12 hereof, deliver a corresponding Authorization Order or Advance Order (as applicable) to the Fiscal Agent in accordance with Section 2.03 or 2.04 of the Fiscal Agency Agreement for the applicable Funding Date or Conversion Date. If the Borrower requests an Advance or Conversion Date Advance of less than the outstanding Maximum Commitment Amount under the Note, the Borrower may also specify in its written request the amount of the Advance or Conversion Date Advance to be allocated to each Commitment Amount or Principal Amount per Principal Due Date under the Note. If the Borrower does not specify how the Advance or Conversion Date Advance should be allocated among Commitment Amounts/Principal Due Dates, the Borrower hereby authorizes the Secretary to direct the Fiscal Agent to allocate the

Advance to the respective Commitment Amounts or Principal Amounts in order of the earliest Principal Due Date(s).

C. **Conversion; Public Offering.** On the Conversion Date (if any), trust certificates backed by the Note (and similar notes issued by other Section 108 borrowers) will be purchased for a purchase price of the full principal amount thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Conversion Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity.

D. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements. If Advances have been made in the Maximum Commitment Amount of the Note not less than ten Business Days prior to the proposed Conversion Date, or if the Borrower requests a Conversion Date Advance, the Borrower authorizes the Secretary to deliver Schedule P&I to the Note completed in accordance herewith to the Fiscal Agent/Trustee on the Conversion Date in accordance with the Fiscal Agency/Trust Agreements, concurrent with delivery of the Secretary's Guarantee of the trust certificates at the closing on the Conversion Date, and thereafter the Note shall be enforceable in accordance with its terms including Schedule P&I. In addition, the Secretary reserves the right to notify the Borrower not less than one calendar month in advance of a specified Conversion Date that the Note will be sold to the Underwriters on such date, if the Secretary in his sole discretion determines that market conditions or program needs require the participation in the proposed public offering of all or substantially all Borrowers with outstanding Advances.

PART II

1. **Receipt, Deposit and Use of Guaranteed Loan Funds.**

(a) Except for funds deducted on the Conversion Date pursuant to paragraph 4(b) and fees and charges deducted by the Fiscal Agent/Trustee pursuant to paragraph 4(a), the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" **(Attachment 1)** and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.)

The Borrower shall make withdrawals from said account only for payment of the costs of approved Section 108 activities, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after November 30, 2016, or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" **(Attachment 2)**, which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the Guaranteed Loan Funds in Government Obligations. Such Letter

Agreement must be executed when the Guaranteed Loan Funds Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by November 30, 2016. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with a written statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

2. **Payments Due on Note; Final Payment and Discharge.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day (the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.

Upon final payment of all amounts due to Holders under the Note, including any payment made by the Secretary pursuant to the Guarantee, the Fiscal Agent/Trustee is required by the Fiscal Agency/Trust Agreements to return the Note to the Secretary. Upon final payment to the Secretary of any amounts due as a result of Guarantee Payments or otherwise due under this Contract, the Secretary will cancel and return the Note to the Borrower in discharge of the Borrower's obligations under the Note.

3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(e) of this Contract.

4. **Payments Due Fiscal Agent or Trustee; Documents to the Secretary.**

(a) The Borrower agrees to pay the fees of the Fiscal Agent as required by Exhibit G to the Fiscal Agency Agreement, and any additional amounts that may be due pursuant to Section 6.01 of the Fiscal Agency Agreement. If not paid by the Borrower by any other means prior thereto, the Borrower agrees that any such fees or additional amounts that have been incurred prior to an Advance or a Conversion Date Advance may be deducted by the Fiscal Agent/Trustee from the proceeds of the Advance or Conversion Date Advance, as applicable.

(b) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the public offering on the Conversion Date, such payment shall either be made by wire transfer to the Trustee on the day prior to the Conversion Date or shall be deducted from the Guaranteed Loan Funds on the Conversion Date.

(c) The Borrower shall submit to the Secretary not later than ten Business Days prior to the Funding Date for the initial Advance hereunder, or if not submitted earlier, prior to any Conversion Date or Public Offering Date applicable to the Note, this executed Contract, the executed Note, a request for an Advance or a Conversion Date Advance (as applicable) in proper form, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by resolution or ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR 570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically

required by this Contract (e.g., paragraph 5(c), or paragraph 15, *et seq.*), at the time required thereby.

(d) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because of any refusal, inability, or failure on the part of the Borrower timely to submit in acceptable form any document required by this Contract (including paragraph 4(c)), or because of any withdrawal by the Borrower from the public offering, after the Borrower has submitted a request for a Conversion Date Advance hereunder. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(e) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any indemnification by the Borrower from any source other than funds pledged pursuant to paragraphs 5 or 15 *et seq.* of this Contract.

5. **Security.** The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

(a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a)(or any successor regulation), directly generated from the use of the Guaranteed Loan Funds.

(c) Other security as described in paragraph 15, *et seq.*

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

(e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on

receipt in a separate identifiable account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are Federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" **(Attachment 1)** and shall be maintained for such pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) Borrower shall make withdrawals from said account only for the purpose of paying interest and principal due on the Note (including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, the balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" **(Attachment 2)**, which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with a written statement showing the

balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and a statement identifying the obligations and their assignments in the Loan Repayment Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

7. **Use of CDBG, EDI or BEDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI or BEDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.

8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to such grants for purposes other than satisfaction of the pledge.

9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under paragraph 2 and/or paragraph 4, if such payment has not been timely made by the Borrower.

10. **Defeasance.** For purposes of this Contract, after the Conversion Date the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (as defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Interest Due Date, or any other Business Day acceptable to both HUD and the Borrower. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note.

    "Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of $100,000,000.

11. **Default.** (a) A Default under the Note and this Contract shall occur upon failure by the Borrower to:

    (i) pay when due an installment of principal or interest on the Note; or (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other contract securing payment of indebtedness evidenced by the Note, or (C) any future

amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act. Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, suspend approval of any further Advances or Conversion Date Advances under the Note, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. **Remedial Actions.** Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may: (i) continue to make payments due on the Note, (ii) make a prepayment under Section I.D. of the Note or make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided in Section III of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract, (iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may withhold approval of any or all further Advances or Conversion Date Advances under the Note (if

applicable); direct the Borrower's financial institution to refuse to: honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower, and/or to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) Until the Conversion Date, or with respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an answer back; and (iv) if sent by telecopier, upon receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7180
Washington, DC 20410

Borrower:

City of St. Clair Shores, MI
Attn: Liz Koto, City Planner/Federal Administrator
Community Development and Inspections Department
27600 Jefferson Circle Drive
St. Clair Shores, MI 48081

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements or this Contract shall be limited to the sources of security pledged in paragraph 5 or any Special Conditions of this Contract. Neither the general credit nor the taxing power of the Borrower, or of the State in which the Borrower is located, is pledged for any payment due under the Note, the Contract, or the Fiscal Agency/Trust Agreements.

14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on June 24, 2014 under the Funding Approval for grant number B-14-MC-26-0013 to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.

15. **Special Conditions and Modifications:**

    (a) Paragraph 5(c) of the Contract is amended by deleting the paragraph as written in its entirety and substituting therefor the following:

    "(c) Other security, consisting of any and all rights, titles, and interests of the Borrower in and to the Deposit Account described in the Deposit Account Agreement (the 'Deposit Account Agreement') entered into by the Borrower (also referred to as the 'City') and the Secretary (also referred to as 'HUD' or 'Secured Party') and which shall be executed in substantially the form as in **Attachment 3**. Pursuant to that Deposit Account Agreement, the Borrower has established a reserve account within the Treasury of the City of St. Clair Shores, Michigan, known as the 'Fund Balance/Reserved for Debt Service/Reserve-Section 108 Loan' Account numbered _____ (the "Debt Service Reserve Account"), in which there shall be established and maintained a balance equal to the greatest amount of principal and interest projected to be due on the Note during any year, calculated as of the date of Borrower's execution of this Contract (the 'Maximum Annual Debt Service Amount'), or such lower amount as may be agreed to in writing by the Secretary.

    Borrower shall provide to the Secretary a security interest in the Debt Service Reserve Account, pursuant to a security agreement (the 'Security Agreement'), which shall also be referenced in appropriate Uniform Commercial Code ('UCC') Financing Statements filed in accordance with the UCC. The

Security Agreement and such UCC Financing Statements shall contain such provisions as the Secretary deems necessary."

(b) Guaranteed Loan Funds shall be used by the Borrower in connection with the Senior Activity Center project in accordance with 24 CFR 570.703(l) for the installation of public facilities, including public streets, sidewalks, other site improvements, and public facilities.

(c) The Borrower shall deliver to the Secretary contemporaneously with the delivery of this Contract and the Note:

(i) original, executed copies of the Deposit Account Agreement and the Security Agreement, along with a UCC-1 Financing Statement.

(ii) an opinion of Borrower's counsel on its letterhead, addressed and satisfactory to the Secretary, that the Deposit Account Agreement and the Security Agreement are valid and legally binding obligations, enforceable in accordance with their terms.

(d) Paragraph 12 is amended by adding at the end thereof the following language:

"(g) The Secretary may exercise or enforce any and all other rights or remedies (including any and all rights and remedies available to a secured party under the Uniform Commercial Code) available by law or agreement against the Borrower or against any other person or property."

(e) The Borrower agrees that failure to maintain the Debt Service Reserve Account and to perform other obligations of the Borrower as set forth in the Deposit Account Agreement and the Security Agreement shall constitute a default (an "Event of Default") under this Contract. Upon the occurrence of an Event of Default, the Secretary may (without prior notice or hearing, which Borrower hereby expressly waives), in addition to (and not in lieu of) exercising any and all remedies that may be available to the Secretary, declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph shall not affect the right of the Secretary to declare the Note in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.

(f) Additional Grounds for Default. Notice of Default. Restriction of Pledged Grants. Availability of Other Remedial Actions.

(i) The Borrower acknowledges and agrees that the Secretary's guarantee of the Note is made in reliance upon the availability of grants pledged pursuant to paragraph 5(a) (individually, a "Pledged Grant" and, collectively, the "Pledged Grants") in any Federal fiscal year subsequent to the Federal fiscal year ending September 30, 2015 to: (A) pay when due the payments to become due on the Note, or (B) defease (or, if permitted, prepay) the full amount outstanding on the Note. The Borrower further acknowledges and agrees that if the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are unlikely to be available for either of such purposes, such determination shall be a permissible basis for any of the actions specified in paragraphs (ii) and (iii) below (without notice or hearing, which the Borrower expressly waives).

(ii) Upon written notice from the Secretary to the Borrower at the address specified in paragraph 12(f) above that the Secretary (in the Secretary's sole discretion) has determined that Pledged Grants are unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above (such notice being hereinafter referred to as the "Notice of Impaired Security"), the Secretary may limit the availability of Pledged Grants by withholding amounts at the time a Pledged Grant is approved or by disapproving payment requests (drawdowns) submitted with respect to Pledged Grants.

(iii) If after 60 days from the Notice of Impaired Security the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are still unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above, the Secretary may declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph (iii) shall not affect the right of the Secretary to declare the Note and/or this Contract in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.

[Rest of Page Intentionally Left Blank]

THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

City of St. Clair Shores, Michigan
BORROWER

BY: _____
(Signature)

_____
(Name)

_____
(Title)

_____
(Date)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: _____
(Signature)

Marion Mollegen McFadden
(Name)

Deputy Assistant Secretary
for Grant Programs
(Title)

_____

EXECUTION

AMENDMENT NO. 1

to

TRUST AGREEMENT

by and between

THE SECRETARY OF THE UNITED STATES DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT,
as sponsor of a Trust

and

JPMORGAN CHASE BANK (FORMERLY KNOWN AS THE CHASE MANHATTAN
BANK, FORMERLY KNOWN AS CHEMICAL BANK),
as Trustee

(Effective June 30, 2004)

TRUST AGREEMENT
B/W HUD +
BANK OF NY MELLON

This Amendment No. 1 to Trust Agreement, dated and effective as of June 30, 2004 ("Amendment No. 1"), by and between The Secretary of the United States Department of Housing and Urban Development (the "Secretary"), as sponsor of a Trust and JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank, formerly known as Chemical Bank), as trustee (the "Trustee"), recites and provides as follows:

RECITALS

WHEREAS, the Secretary and the Trustee have previously entered into a Trust Agreement, dated as of January 1, 1995 (the "Trust Agreement"), for the purpose of creating one or more Trusts on behalf of units of general local government and public agencies designated by such units of general local government; and

WHEREAS, the Secretary and the Trustee desire to amend the Trust Agreement to revise the definition of "Optional Redemption" and the termination events relating to book-entry registration of the Certificates; and

WHEREAS, Section 10.01 of the Trust Agreement provides that in certain cases the Trust Agreement may be amended in writing from time to time by the Secretary and the Trustee, without the consent of any of the Certificateholders or the Borrowers, provided that the Trustee receive an Opinion of Counsel stating that the execution of the amendment is authorized or permitted by the Trust Agreement; and

WHEREAS, the Trustee has received the Opinion of Counsel required pursuant to Section 10.01 of the Trust Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is mutually covenanted and agreed as follows:

ARTICLE I
AMENDMENT TO THE TRUST AGREEMENT

Section 1.01 Amendment to Trust Agreement.

(a) Article I (Definitions) of the Trust Agreement is hereby amended by deleting the definition of "Optional Redemption" therein in its entirety and replacing it with the following:

> "Optional Redemption: The full or partial prepayment of a Principal Amount due on a Note by a Borrower in accordance with the optional redemption provisions (if any) of such Note, such optional redemption provisions to provide, among other things, that such an Optional Redemption (i) shall be made only as of any Interest Due Date occurring on or after the date specified in the related Note after which such Optional Redemptions are permitted, (ii) must be received in full by the Trustee by wire transfer of immediately available funds to the Certificate Account on the related Note Payment Date, and (iii) must be accompanied by an identification of the Borrower by name, the HUD-

assigned Note number and such other information as the Secretary or the Trustee may specify."

(b) Section 5.03 (Registration of Transfers and Exchanges of Certificates; Denominations) of the Trust Agreement is hereby amended by deleting in the fourth paragraph thereof the phrase "(ii) the Secretary at his option advises the Trustee in writing that he elects to terminate the book-entry system through DTC or (iii)" and replacing it with the phrase "or (ii)"

ARTICLE II
MISCELLANEOUS PROVISIONS

Section 2.01 Capitalized Terms.

For all purposes of this Amendment No. 1, except as otherwise stated herein, terms used in capitalized form in this Amendment No. 1 and defined in the Trust Agreement have the meanings specified in the Trust Agreement.

Section 2.02 Continuing Effect.

Except as expressly amended by this Amendment No. 1, the Trust Agreement shall remain in full force and effect in accordance with its terms.

Section 2.03 References to Trust Agreement.

From and after the execution and delivery of this Amendment No. 1, all references to the Trust Agreement in the Trust Agreement or any other document executed or delivered in connection therewith shall be deemed a reference to the Trust Agreement as amended hereby, unless the context expressly requires otherwise.

Section 2.04 Severability of Provisions.

If any one or more of the covenants, agreements, provisions or terms of this Amendment No. 1 shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Amendment No. 1 and shall in no way affect the validity or enforceability of the other provisions of this Amendment No. 1.

Section 2.05 Counterparts.

This Amendment No. 1 may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together, shall constitute one and the same instrument.

Section 2.06 Binding Nature of Amendment No. 1; Assignment.

This Amendment No. 1 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 2.07 Trustee Not Liable.

It is expressly agreed and understood that the protections and immunities of the Trustee set forth in Section 8.03 of the Trust Agreement shall apply to the execution and delivery of this Amendment No. 1. The Trustee makes no representations as to the validity or sufficiency of this Amendment No. 1.

* * * * *

IN WITNESS WHEREOF, the Secretary and the Trustee have caused their names to be signed hereto by their respective officers hereunto duly authorized as of the day and year first above written.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: Nelson R. Bregón

Name: Nelson R. Bregón

Title: General Deputy Assistant Secretary for Community Planning and Development

JPMORGAN CHASE BANK,
as Trustee

By:_____

Name:

Title:

IN WITNESS WHEREOF, the Secretary and the Trustee have caused their names to be signed hereto by their respective officers hereunto duly authorized as of the day and year first above written.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By:_____

Name: Nelson R. Bregón

Title: General Deputy Assistant Secretary for Community Planning and Development

JPMORGAN CHASE BANK,
as Trustee

By: P. Kelly

Name: Patricia Kelly

Title: Vice President

[6-24-11]

SERIES _____-A SUPPLEMENT
TO TRUST AGREEMENT

relating to
$_____ Aggregate Original Principal Amount

SECTION 108 GOVERNMENT GUARANTEED
PARTICIPATION CERTIFICATES, SERIES HUD 2010-A

SUPPLEMENT TO TRUST AGREEMENT B/W HUD + BANK OF NY MELLON

This SUPPLEMENT [illegible] nt"), is entered into by the SECRETARY OF HOUSING [illegible] NT (the "Secretary") and THE BANK OF NEW YORK MEL[illegible] hase Bank, N.A.), as trustee (the "Trustee") under the Trust Agre[illegible], dated as of January 1, 1995, by and between the Trustee and the Secretary, as sponsor of a Trust created on behalf of certain units of general local government and public agencies designated by such units of general local government (as amended or supplemented from time to time, the "Agreement"). All capitalized terms used but not defined herein have the meanings ascribed thereto in the Agreement, as amended hereby.

WITNESSETH

WHEREAS, pursuant to the Agreement, the Trustee is to hold in trust certain Notes guaranteed by the Secretary and to issue Series _____-A Certificates (the "Series _____-A Certificates") evidencing beneficial interests in a trust consisting of such Notes (the "Trust"); and

WHEREAS, pursuant to the Agreement, the Secretary and the Trustee are to enter into this Series 2010-A Supplement whereby the Secretary delivers the Notes and related Guarantee to the Trustee and the Secretary directs the Trustee to issue the Series _____-A Certificates;

NOW, THEREFORE, in consideration of these premises, the parties agree as follows:

1. Delivery and Acknowledgment.

The Secretary hereby delivers to the Trustee (a) the Notes (together with any necessary endorsements thereon) listed on the attached Schedule 1, as identified by Borrower, Aggregate Principal Amounts, Principal Amounts, Principal Due Dates and interest rates and (b) the related Guarantee to hold in trust for the benefit of the Certificateholders. The Secretary acknowledges the terms and conditions of the Agreement and hereby agrees that the Trust shall be governed by the terms thereof as amended hereby. The term "Trust" as used herein shall refer to that Trust established as a result of the delivery to the Trustee of the Notes and related documents referred to herein.

2. Authority to Issue Certificates.

The Secretary hereby directs the Trustee, as agent for the Secretary, to issue Series 2010-A Certificates with respect to the Trust as follows:

a. Name of Series. The designation of the Series authorized hereby shall be "Section 108 Government Guaranteed Participation Certificates, Series HUD _____-A, Guaranteed by the Secretary of Housing and Urban Development."

b. Issuance of Certificates. Pursuant to Section 2.03 of the Trust Agreement, the Trustee is hereby authorized and directed to execute on behalf of the Secretary, authenticate and deliver, on this date, in the name of the Certificateholder, the Series _____-A Certificates specified on the attached Schedule 2 against receipt of the Notes, the related Guarantee and this Series _____-A Supplement.

3. Acknowledgments and Certifications.

a. The Secretary hereby certifies that it has satisfied all conditions on its part to be performed or satisfied as a condition to the issuance of the foregoing Certificates. Without limiting the provisions of Section 3.11 and Section 7.01 of the Agreement, the Secretary further

certifies that the Trustee shall be paid, for services rendered in connection with the administration of the Trust assets listed on the attached Schedule 1, and pursuant to Section 7.01 of the Agreement, a fee of $_____.

b. The Trustee hereby acknowledges receipt of the Trust assets listed on the attached Schedule 1.

c. This Series _____-A Supplement shall constitute the Supplement referred to in Section 2.01 of the Agreement.

4. Modification and Ratification of the Agreement.

a. Solely for purposes of this Series _____-A Supplement and the Series _____-A Certificates, the definition of "Note" in Article I of the Agreement is hereby deleted in its entirety and replaced as follows:

> "Note: Any note or other obligation issued by a Borrower, held by the Trustee on behalf of the Certificateholder(s) of a given Series, and guaranteed by the Secretary pursuant to Section 108, which is subject to this Agreement."

b. Solely for purposes of this Series _____-A Supplement and the Series _____-A Certificates, the definition of "Record Date" in Article I of the Agreement is hereby deleted in its entirety and replaced as follows:

> "Record Date: With respect to a Series and any Certificates issued in global form, the Business Day immediately preceding a Distribution Date, and with respect to a Series and any Definitive Certificates, the 15th calendar day preceding a Distribution Date (whether or not a Business Day)."

c. Solely for purposes of this Series _____-A Supplement and the Series _____-A Certificates, the first sentence of Section 2.01(b) of the Agreement is hereby deleted in its entirety and replaced as follows:

"Each of the Borrower's Notes shall be in the form of a fully registered note or other obligation, registered in the name of the Holder."

d. Solely for purposes of this Series _____-A Supplement and the Series _____-A Certificates, Section 3.02 of the Agreement is hereby deleted in its entirety and replaced as follows:

"Any term of any Note may be modified by such amendments as may be agreed upon from time to time by the Secretary and the Borrower under such Note. No such change in the terms of any Note shall alter or affect the Secretary's Guaranty of such Note on the basis of the original terms thereof, provided that the Notes shall not be modified in a manner that would cause the related Trust to fail to be a "grantor trust" for federal income tax purposes, as intended in Section 4.02."

e. Solely for purposes of this Series _____-A Supplement and the Series _____-A Certificates, the first paragraph of Section 3.03 of the Agreement is hereby deleted in its entirety and replaced as follows:

"If so provided in the applicable Note (subject to the provisions set forth herein and in such Notes) certain Principal Amounts of the Notes may be prepayable in whole or in part at the option of the Borrower as of any Interest Due Date on or after the initial date for Optional Redemption as specified in the related Note. If no initial date for Optional Redemption is indicated in the applicable Note, no Principal Amount stated therein for such Note will be payable prior to the Note Payment Date preceding the related Principal Due Date. In order to elect an Optional Redemption of a prepayable Principal Amount, the Borrower shall

give notice to the Trustee, through the Secretary, of its intention to make a prepayment of principal not less than sixty (60) days nor more than ninety (90) days prior to the Interest Due Date as of which the Borrower intends to make such prepayment. The Trustee shall promptly send an acknowledgment of timely receipt, through the Secretary, of a Borrower's notice of Optional Redemption to the Director, Financial Management Division. Consistent with any such notice of Optional Redemption, the Trustee shall give notice thereof to the related Certificateholders not less than thirty (30) nor more than sixty (60) days prior to the desired redemption date. With respect to any notice by a Borrower of its intention to prepay a Note, once given by a Borrower, such notice of an Optional Redemption may not be revoked by the Borrower after the Trustee has provided notice of such Optional Redemption to the related Certificateholders. Any revocation of such notice after the Trustee has provided notice of such Optional Redemption to said Certificateholders shall be an Event of Default under the corresponding Contract. The Trustee shall apply any payments received in respect of permitted Optional Redemptions to the outstanding Principal Amount of the related Note designated in the instructions of the related Borrower set forth in the above notice of prepayment, in each case, as approved in writing by the Secretary. Notwithstanding any contrary provision in a Note with respect to the time by which payments in respect of permitted Optional Redemptions shall be received by the Trustee (the "Payment Deadline"), the related Borrower shall be entitled to make such payments to the Trustee by no later than 10:00 AM New York City time on the related Interest Due Date without thereby violating the Payment

Deadline. Notwithstanding anything in this Section 3.03 to the contrary, notice by the Trustee of an Optional Redemption that constitutes a final payment with respect to a Certificate shall be given in accordance with, and subject to the provisions of, Section 9.02."

f. Solely for purposes of this Series _____-A Supplement and the Series _____-A Certificates, the first and second paragraphs of Section 3.07 of the Agreement are hereby deleted in their entirety and replaced as follows:

Any Borrower may defease the unpaid aggregate Principal Amount of a Note, or the unpaid Principal Amount due on a Principal Due Date, in whole or in part, at any time, subject to the corresponding Contract and this Agreement. For each Note or Principal Amount (or portion thereof) that the related Borrower elects to defease, the Borrower shall establish and maintain with the Trustee a trust account (a "Defeasance Account"), separate and apart from all other accounts of such Borrower and the Trustee. The Borrower shall irrevocably deposit into such account either moneys or Government Obligations that, in the sole discretion of the Secretary, mature and bear interest at times and in amounts sufficient, together with the moneys already on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due with respect to the related Principal Amount (or portion thereof) that the Borrower elects to defease, in accordance with the notice of the Borrower as specified below.

The Borrower's election to defease shall be evidenced by giving written notices to the Trustee and the Secretary, which notices shall authorize and direct the establishment of the related Defeasance Account, shall specify the money and

Government Obligations to be deposited therein and shall specify the particular Principal Amounts (or portions thereof) being defeased and the related Principal Due Date(s) and Optional Redemption Date(s) (consistent with the related Note and Contract). For all purposes of this Agreement, to the extent that a Principal Amount (or portion thereof) is so specified for defeasance in accordance with the Contract, such specification shall constitute an election to redeem on the date specified in the foregoing notice for purposes of the related Note, subject to approval of the Secretary. Upon and in accordance with the Secretary's instructions pursuant to the corresponding Contract, the Trustee shall apply so much of the sums deposited into a Defeasance Account as shall be necessary to purchase the Government Obligations designated by the Secretary's instructions. If the funds deposited were insufficient, or there were excess funds deposited, the Trustee shall follow the Secretary's directions as to the disposition of such funds."

g. The Agreement as modified and supplemented by this Series 2010-A Supplement with respect to the Series _____-A Certificates (but which modification and supplement shall not apply to any other Series of Certificates unless otherwise specified in the related Supplement for such Series of Certificates) is in all respects ratified and confirmed, and the Agreement as so modified and supplemented by this Series_____-A Supplement shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Series _____-A Supplement to be executed as of the _____ day of _____.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By:_____
Name:
Title:

THE BANK OF NEW YORK MELLON, as Trustee

By:_____
Name:
Title: Authorized Signer

SCHEDULE 1 TO SERIES _____-A SUPPLEMENT TO TRUST AGREEMENT

TRUST ASSETS ASSIGNED TO TRUSTEE

PRINCIPAL AMOUNT	PRINCIPAL DUE DATE	INTEREST RATE

BORROWER INFORMATION

[See Attached]

SCHEDULE 2 TO SERIES _____-A SUPPLEMENT TO TRUST AGREEMENT

CERTIFICATES TO BE ISSUED

CUSIP Number	Principal Amount	Maturity Date[1]	Interest Rate

[1] Principal amounts due on or after August 1, 20__ are subject to earlier payment on any Interest Due Date on or after August 1, 20__ upon an Optional Redemption or an Acceleration Event.

Standard Form 1194 I TFRM 6-000 Fiscal Service Bureau of Accounts	**AUTHORIZED SIGNATURE CARD FOR PAYMENT VOUCHERS ON LETTER OF CREDIT**	Letter of Credit Number Federal Reserve Bank

Letter of Credit Issued in Favor of *(Recipient)*	Issued *by (Federal Agency)*
SIGNATURES OF INDIVIDUALS AUTHORIZED TO DRAW ON THE CITED LETTER OF CREDIT	__ ONLY ONE SIGNATURE REQUIRED ON PAYMENT VOUCHERS or _X_ ANY TWO SIGNATURES REQUIRED TO SIGN OR COUNTERSIGN
Typed Name and Signature	Typed Name and Signature
Typed Name and Signature	Typed Name and Signature
I CERTIFY THAT THE SIGNATURES ABOVE ARE OF THE INDIVIDUALS AUTHORIZED TO DRAW PAYMENT VOUCHERS FOR THE CITED LETTER OF CREDIT.	APPROVED [to be completed by HUD]
DATE AND SIGNATURE OF AUTHORIZING OFFICIAL (Recipient) [individual signing here should be different from persons who sign above]	DATE AND SIGNATURE OF AGENCY CERTIFYING OFFICER

SAMPLE SIGNATURE CARD, LETTER AGREEMENT FOR DEPOSIT ACCT & INVESTMENT ACCT

SAMPLE LETTER FOR REQUEST FOR ADVANCE

Note No. _____ **Attachment 1**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
DEPOSIT ACCOUNT

_____
Name of Institution (and Branch)

_____
Street

_____
City, State, Zip Code

****

[ ] This account is established for funds received by the Borrower under Note(s) guaranteed by the United States Department of Housing and Urban Development (HUD) under the Section 108 Loan Guarantee Program **(Guaranteed Loan Funds Account).**

[ ] This account is established for repayment of the Note(s) guaranteed by HUD under the Section 108 Loan Guarantee Program **(Loan Repayment Account).**

[ ] This account is established as a debt service reserve under the Section 108 Loan Guarantee Program **(Debt Service Reserve Account).**

You are hereby authorized and requested to establish a deposit account to be specifically designated:

"[Name of Borrower]_____, as Trustee of United States Department of Housing and Urban Development." All deposits made into such account shall be subject to withdrawal therefrom by the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the account. Thereafter withdrawals may not be made by the Borrower. Within a reasonable period of time, not to exceed two business days, after your receipt of such notice from HUD, you shall so prevent such Borrower withdrawals and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any instrument drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. You are permitted,

however, to debit from the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy signed by you to HUD.

Name of Borrower: _____

By: _____ Date: _____
[Signature]

Name and Title: _____

****

The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: _____, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the manner provided in the above letter, but in no event to exceed two business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, to refuse to honor any instruments drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to statutory limits.

Name of Institution: _____

By: _____ Date: _____
(Signature)

Name and Title: _____

Note No. _____ **Attachment 2**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
INVESTMENT ACCOUNT

_____
Name of Institution (and Branch)

_____
Street

_____
City, State, Zip Code

****

[ ] This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Guaranteed Loan Funds Account **(Guaranteed Loan Funds Investment Account).**

[ ] This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Loan Repayment Account (**Loan Repayment Investment Account**).

[ ] This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Debt Service Reserve Account **(Debt Service Reserve Investment Account).**

You are hereby authorized and requested to hold obligations and assignments of those obligations in trust for the United States Department of Housing and Urban Development (HUD) in an account specifically designated:

"[Name of Borrower]_____, as Trustee of United States Department of Housing and Urban Development." All obligations and assignments shall be subject to release to the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the account. Thereafter, releases may not be made by the Borrower. Within a reasonable period of time, not to exceed two business days, after your receipt of such notice from HUD, you shall so prevent such Borrower releases and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in this account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. . You are permitted, however, to debit from the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy signed by you to HUD.

Name of Borrower: _____

By: _____ Date: _____
[Signature]

Name and Title: _____

****

The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: _____, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the manner provided in the above letter, but in no event to exceed two business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, , to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in the account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the financial institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to the statutory limits..

Name of Institution: _____

By: _____ Date: _____
(Signature)

Name and Title: _____

[On Letterhead of Borrower]

SAMPLE LETTER---REQUEST FOR ADVANCE

U.S. Department of Housing and Urban Development
Paul D. Webster, Director
Financial Management Division - Room 7180
451 Seventh Street, SW
Washington, DC 20410

Dear Mr. Webster:

The City of St. Clair Shores, Michigan hereby requests an advance in the amount of $_____ under the Variable/Fixed Rate ("VFR") Note No. _____ guaranteed pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended.

The amount to be advanced under the Note(s) is $_____

	Principal Due Date	**Advance Amount**
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
	(etc.)	

Please wire transfer the advance using the following information:

BORROWER :
AMOUNT :
VARIABLE FIXED RATE NOTE NUMBER :

1. Name of Bank :
2. Address of Receiving Bank :
3. A.B.A. Number* :
4. Borrower's Account Number :
5. Account Name :
6. Bank Official to Contact :
7. Phone Number of Bank Official :

CORRESPONDENT BANK (If applicable)

1. Bank :
2. Address :
3. A.B.A. Identification* :
4. Borrower's Account Number :
5. Name of Account :

***American Bankers Association number (9 digits)**

This letter must be signed by two officials with signatures on the authorized signature card.

Note: If request letter is two pages or more, please include name of Borrower, requested amount and VFR Note number on each page.

COUNCIL COMMUNICATION Item # - 11

From: Michael E. Smith, City Manager

Subject: Veterans Memorial Park Bathroom Improvement

Prepared by: Bill Gambill, Assistant City Manager WG

City Manager's Recommendation:

I recommend the approval of a budget amendment in the amount of $30,000 to fund the purchase the materials needed to install bathrooms at Veterans Memorial Park south garage

Summary Justification/Background:

The FY 2010 City of St. Clair Shores Recreation Budget (705) allocated funds to replace and relocate the garage at the south end of the Veterans Memorial Park. The new structure was built in 2009 (See attached Exhibits 7&8). The new structure design originally included bathrooms but the costs for that portion were too high, therefore only the electric and water lines were installed so that bathrooms could be added at a future date (Exhibits 1&2).

Community Development and Inspection created bid specifications and bid out the bathroom addition in August 2015 to determine pricing. Bids came back higher than expected and it was decided not to proceed with the project (Exhibits 3&4).

Since that time, various building trades have agreed to provide the necessary labor to build the bathrooms. We are requesting to use funds from the tax foreclosure proceeds to cover the remaining material costs. Since the inception of the tax foreclosure resale program, the City has received a net gain of $581,754 (Exhibit 5). Attached is a list of materials needed to construct the bathrooms (Exhibit 6). The amount requested will cover the materials and contingency needed to complete this project.

Approval of this request will amend the budget to allocate $30,000 in funds to purchase the needed materials to build the bathrooms. This project will provide park patrons with additional comfort and convenience. In addition, the City will also realize savings resulting from avoided porta-potty rental costs.

Council Action:

It was moved by Councilperson _____, and supported by Councilperson _____, to amend the FY 2015-2016 budget to allocate $30,000 in 101-705-980 to purchase the materials needed to install bathrooms at Veterans Memorial Park south garage as recommended by the City Manager.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Exhibit 1

Exhibit 2

Existing water
to building
10/05/2009
DTE Feed

Existing sewer
line

Exhibit 7

Google earth

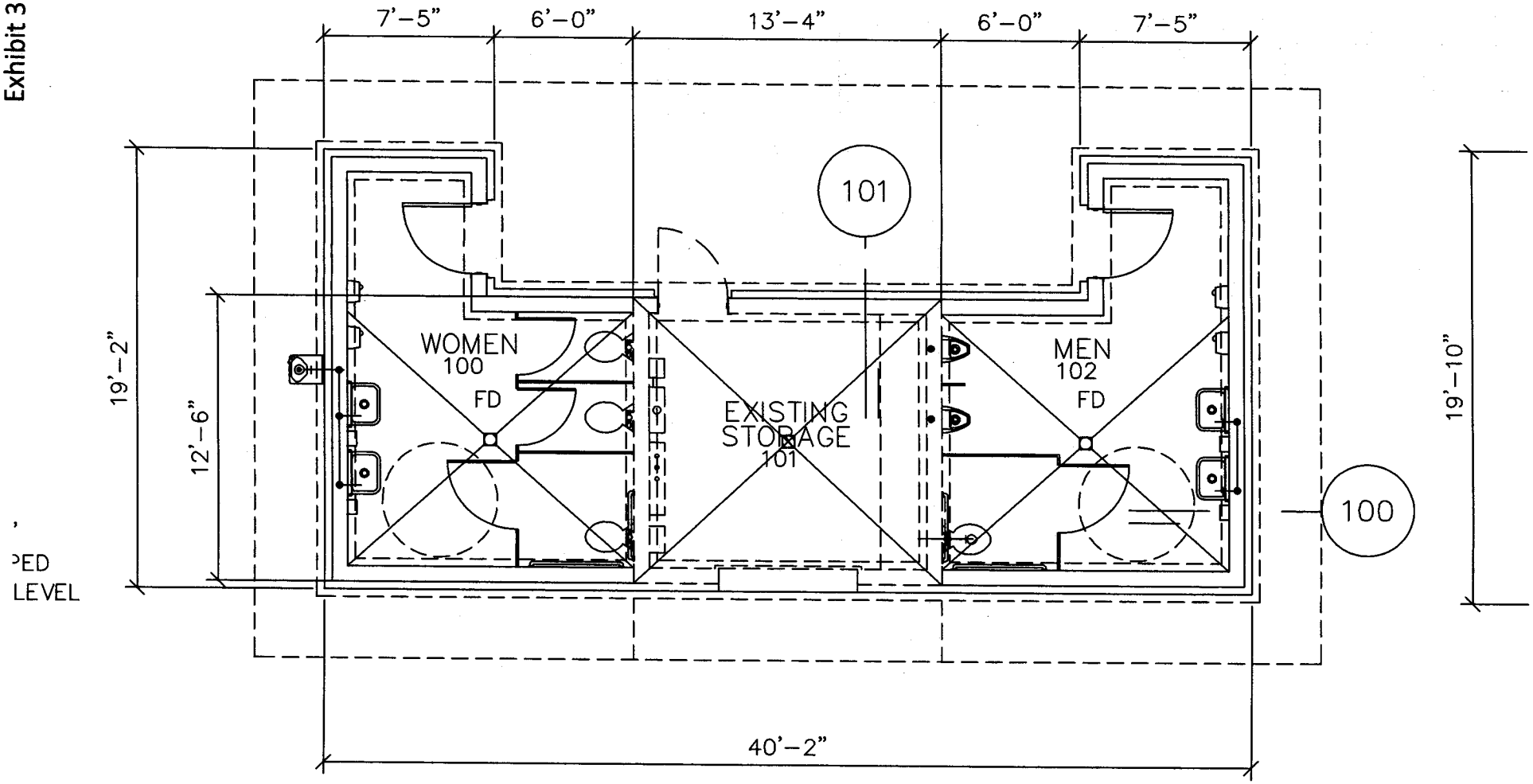
feet 400
meters 100

Exhibit 8

Google earth

feet 400
meters 100

Exhibit 3



FLOOR PLAN

SCALE: 1/8" = 1'-0"

Exhibit 4

BID for: **Bathroom Expansion at Veterans Memorial Park**

Date: **August 25, 2015** **10:30 a.m.**

Vendor	Amount of Bid*	Bid Bond	Signed
Ashor Associates	$97,167.00	—	✓
Cross Renovation, Inc.	$103,777.00	—	✓
Giannetti Building Development, LLC	$127,936.60	—	✓
Hittle Construction Company	$113,896.00	—	✓
Menden Contractory Group	$98,754.00	—	✓
Paradigm	$68,800.00	—	✓

8/25/15

8/25/15

***AS READ AT BID OPENING. The bids will be reviewed by staff to ensure the bid is in compliance with the bid specifications and then a recommendation for award will be presented at a future City Council Meeting.**

Exhibit 5

City of St. Clair Shores
Summary of Annual Gain (Loss) on Sales
As of April 28, 2016

FY	Gain/(Loss)
2010	26,929
2011	37,958
2012	274,381
2013	197,476
2014	138,390
2015	116,397
2016	164,959
Total Gain:	956,490
Less Current Investment: (as of 4/22/2016)	374,736
Net Available:	$ 581,754

Exhibit 6

Budget Estimate for VMP Toilet Facility 2016

	Qty		Cost Per	Total		
Sinks	4		$90.00	$360.00		
Faucet	4		$86.00	$344.00		
Traps	4		$106.00	$424.00		
Toilets	4		$119.00	$476.00		
Flush Vales	4		$119.00	$476.00		
Urinals	2			$0.00		
Flush Valve	2		$109.00	$218.00		
Shut off Valves	14		$84.00	$1,176.00		
Hand Dryers	4		$355.00	$1,420.00		
Toilet & Urinal Partitions	4			$3,191.00		
Light Fixtures	4		$200.00	$800.00	(fluorescent)	
	16		$75.00		(recessed can)	
Misc Plumbing				$500.00		
Siding Material				$2,500.00	estimate	
Brick/Block Materials				$5,900.00	quote Beldin	
Concrete (Flat work)	6	CY	$100.00	$600.00		
Foundation Conc	22	CY	$100.00	$2,200.00		
Trusses				$2,000.00	estimate	
Roofing				$2,000.00	estimate	
HM Door and Frame	2		$500.00	$1,000.00		
Miscellaneous				$1,000.00		
Total				**$26,585.00**		

mes

COUNCIL COMMUNICATION Item # - 12

From: Michael E. Smith, City Manager

Subject: Approval of changing all application fees for permits to $50.00.

Prepared by: Christopher R. Rayes, Community Services Director CDI

City Manager's Recommendation:

I recommend the approval of changing all application fees for permits to $50.00.

Summary Justification/Background: (full justification/background is attached)

When this item was presented to Council on January 18, 2016 it proposed to raise the rate on each item. Concerns raised at that meeting regarding multiple permitted items could be detrimental to homeowners. Staff did additional research and found other communities have a higher application fee and comparable fees to our current fee structure.

By raising the application fee, would result in "front loading" the overhead cost i.e., travel time, billing time, etc.

By increasing the application fee and maintaining the current rate structure we can generate the revenue outlined in the auditor's report and make permits for multi-item permits cheaper. This proposal is to unify the cost for all application fees in lieu of changes to the permit fee structure.

Summary of 2016 Fee Schedule
Revised 2016 Permit Fee Schedule
2016 Permit Fee comparison with other communities

Council Action:

It was moved by Councilperson _____, and supported by Councilperson _____, to approve/deny the changing of all application fees for permits to $50.00.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

2016 Permit Fee Schedule - Revised Proposal (May 2 ,2016)

								5 yr average (Permits)	New Rate	Total Revenue	New Revenue	
Building & Demo	APPLICATION FEE	$20						1481	$50.00	$74,050.00	$44,430.00	
Electrical	APPLICATION FEE	$25						865	$50.00	$43,250.00	$21,625.00	
Mechanical	APPLICATION FEE	$30						871	$50.00	$43,550.00	$17,420.00	
Plumbing	APPLICATION FEE	$25						507	$50.00	$25,350.00	$12,675.00	
Refrigeration	APPLICATION FEE	$25						312.6	$50.00	$15,630.00	$7,815.00	
										$201,830.00	$103,965.00	

Sample Permit - Mechanical	Current Fee Structure	New Fee Structure	Previously Proposed Fee	
Application Fee	$30.00	$50.00	$30.00	
Furnance	$30.00	$30.00	$50.00	
Humidifier	$15.00	$15.00	$50.00	
Chimney Liner	$20.00	$20.00	$50.00	
Air Cleaner	$20.00	$20.00	$40.00	
Total	$115.00	$135.00	$220.00	

2016 Permit Fee Schedule - Revised Proposal (May 2 ,2016)

EXHAUST FAN	$10	22	34	43	63	100	52.4	$524.00				
FIRE SUPPRESSION SYSTEM	$50	13	8	16	13	12	12.4	$620.00				
FURNACE	$30	520	441	417	491	527	479.2	$14,376.00				
FRESH AIR INTAKE	$30	0	11	9	22	36	15.6	$468.00				
GAS DRYER	$30	9	6	9	17	19	12	$360.00				
GAS PIPING	$25	57	48	35	65	129	66.8	$1,670.00				
GENERATOR	$40	6	4	7	13	41	14.2	$568.00				
HUMIDIFIER	$15	185	139	153	169	177	164.6	$2,469.00				
PRE-FAB FIREPLACE	$40	12	5	4	17	14	10.4	$416.00				
ROOFTOP COMBO UNIT	$60	22	26	16	19	20	20.6	$1,236.00				
SWIMMING POOL HEATER	$35	3	2	2	2	4	2.6	$91.00				
VENT (FOR WOOD BURN. STOVES)	$20	4	7	0	4	1	3.2	$64.00				
WATER HEATER	$30	51	115	120	138	142	113.2	$3,396.00				
WOOD BURNING STOVES	$50	2	3	1	2	1	1.8	$90.00				
OTHER	VARIOUS MINIMAL FEES PER INSP	0	0	7	4	5	3.2					
APPLICATION FEE	$30											
CONTRACTOR REGISTRATION	$15*											
*(RECENTLY CHANGED FROM $40, WHICH INCLUDED AN ADMIN. FEE OF $25)								$75,795.60				

REFRIGERATION PERMITS	FEES - EACH UNLESS NOT	2010-2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	5YR Average	5 YR Ave Rev	New Rate	Total Revenue	New Revenue	
APPLICATION FEE	$30						312.6		$50.00	$0.00	-$30.00	
AIR CONDITIONER	$30	309	282	288	332	352	312.6	$9,378.00				
COOLER	$30	4	4	7	9	7	6.2	$186.00				
APPLICATION FEE	$30						0	$0.00				
CONTRACTOR REGISTRATION	SEE MECHANICAL											
								$9,564.00				

PLUMBING PERMITS	FEES - EACH UNLESS NOT	2010-2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	5YR Average	5 YR Ave Rev	New Rate	Total Revenue	New Revenue	
(Average Hourly Rate = $45.64)												
APPLICATION FEE	$25							507	$50.00	$25,350.00	$12,675.00	
BACKFLOW PREVENTER	$20	13	18	14	17	11	14.6	$292.00				
BACKWATER VALVE	$10	1	6	6	13	26	10.4	$104.00				
BASEMENT DRAIN	$20	17	21	13	22	61	26.8	$536.00				
BATH TUB/HOT TUB	$10	70	36	42	64	99	62.2	$622.00				
CATCH BASIN/MANHOLE	$15	7	7	8	3	26	10.2	$153.00				
DENTAL CHAIRS	$10	1	2	0	0	1	0.8	$8.00				
DISHWASHWER	$10	49	25	49	80	90	58.6	$586.00				
DRINKING FOUNTAIN/ICE MAKER	$10	12	0	12	6	13	8.6	$86.00				
FLOOR DRAIN	$8	29	21	28	38	50	33.2	$265.60				
GARBAGE DISPOSAL	$8	64	39	58	83	91	67	$536.00				
GENERAL REPAIRS	$30	3	8	13	12	10	9.2	$276.00				
GREASE TRAP	$15	6	1	6	4	8	5	$75.00				
HOSE BIBB	$5	22	25	16	26	50	27.8	$139.00				
HUMIDIFIER	$15	5	2	4	2	1	2.8	$42.00				
LAUNDRY RAY	$8	49	41	31	58	65	48.8	$390.40				
LAVATORY	$12 1ST; ADDTL $8	107	69	89	107	137	101.8					
REAR YARD DRAIN	$50	14	31	15	15	31	21.2	$1,060.00				
RIGHT OF WAY	$25	24	27	40	19	28	27.6	$690.00				
SANITARY/STORM - CAP/TAP	$50	18	33	25	33	60	33.8	$1,690.00				
SEWER CONNECTION	$20	2	3	4	11	22						
SEWER REPAIR	$50	124	143	156	102	83						
SEWER DRAIN	$25 UP TO 10", 12"-16" $30; 18+	26	27	28	51	89						
SHOWER TRAP	$5	50	31	27	36	78						
SINK	$12 1ST ADDTL $8	108	66	84	128	148						
STACK	$12 1ST, ADDTL $5	64	45	57	79	112						
SUMP PUMP OR WATERLIFT	$10	9	10	17	30	86						
TAP INTO CLEANOUT	$30	22	33	9	13	24						
URINAL	$10	7	2	5	9	4						
WASHING MACHINE	$10	15	14	11	16	34						

2016 Permit Fee Schedule - Revised Proposal (May 2 ,2016)

PERMIT FEES AND ITEM TRACKING

ELECTRICAL PERMITS

(Average Hourly Rate = $53.79)	FEES - EACH UNLESS NOT	2010-2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	5YR Average	5 YR Ave Rev	New Rate	Total Revenue	New Revenue
APPLICATION FEE	$25							865	$50.00	$43,250.00	$21,625.00
A/C CIRCUIT	$30	277	264	279	312	331	292.6	$8,778.00			
CIRCUITS	1ST $20 / ADDITL $5 EACH	223	234	237	263	293	250	$5,000.00			
COMBO HEAT/COOL CIRCUIT	$30	13	22	24	23	28	22	$660.00			
CONDUIT	$30 1ST 100 FT./ADDTL 100	24	29	27	36	32	29.6	$888.00			
FIXTURES	$20 1ST 30, ADDTL 30 $10	140	154	124	164	174	151.2	$3,024.00			
FURNACE CIRCUIT	$20	420	378	362	435	513	421.6	$8,432.00			
GENERAL REPAIRS	$40	55	65	64	84	91	71.8	$2,872.00			
GENERATOR	$40	12	5	13	24	59	22.6	$904.00			
MOTORS	$20 1/4 -50 HP OVER 50 HP	19	32	27	50	21	29.8	$596.00			
BASEBOARD HEAT	$15	1	0	0	1	1	0.6	$9.00			
SERVICE CHANGE	$20 100-150 AMP;$35 200-400, 4	157	183	195	186	225	189.2	$3,784.00			
SMOKE DETECTORS	$15 1ST, ADDTL $5	42	23	32	45	64	41.2	$618.00			
SWIMMING POOL/HOT TUB	$35	15	16	11	17	17	15.2	$532.00			
WIRING, TEMPORARY	$100	4	0	0	1	1	1.2	$120.00			
OTHER	VARIOUS MINIMAL FEES PER INSP	8	5	2	13	11	7.8				
FIRE ALARM PULL BOX	$20	3	0	2	1	2	1.6	$32.00			
FIRE ALARM DRILL/PULL STATION	$25 1ST, ADDTL $5	3	3	3	3	2	2.8	$56.00			
SIGNAL DEVICE	$30 1ST, ADDTL $8	6	4	8	5	3	5.2	$156.00			
MASTER HOUSE PANEL	$30	5	3	4	6	4	4.4	$132.00			
SPRINKLER SYSTEM	$30	1	1	2	0	0	0.8	$24.00			
APPLICATION FEE	$25										
CONTRACTOR REGISTRATION	$50										

MECHANICAL PERMITS

(Average Hourly Rate = $53.79)

	FEES - EACH UNLESS NOT	2010-2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	5YR Average	5 YR Ave Rev	New Rate	Total Revenue	New Revenue
Mechanical	APPLICATION FEE	$30						871	$50.00	$43,550.00	$17,420.00
AGA GAS VALVE	$40	1	6	3	37	17	12.8	$512.00			
AIR CLEANER	$20	63	30	16	22	10	28.2	$564.00			
BOILER	$40	19	11	11	13	10	12.8	$512.00			
CHIMNEY LINER	$20	276	259	232	289	292	269.6	$5,392.00			
DUCT WORK	$30	81	61	56	89	117	80.8	$2,424.00			

2016 Permit Fee Schedule - Revised Proposal (May 2 ,2016)

WATER CLOSET	$12 1ST, ADDTL $8	119	84	88	108	147						
WATER DISTRIBUTION	3/4 + 1" $25, 1 1/2" + 2" $4	97	78	83	112	148						
	3" + 4" $55, OVER 4" $65											
WATER HEATER	$30	144	119	127	137	194						
PLUMBING PERMITS continued	**FEES - EACH UNLESS NOT**	**2010-2011**	**2011 - 2012**	**2012 - 2013**	**2013 - 2014**	**2014 - 2015**						
OTHER	VARIOUS MINIMAL FEES PER INSP	14	8	4	13	8						
CONTRACTOR REGISTRATION	$25											

BUILDING PERMITS	**FEES - EACH UNLESS NOTED**											
APPLICATION FEE	$20							1481	$50.00	$74,050.00	$44,430.00	

2016 PERMIT COMPARISON - OTHER LIKE SIZE COMMUNITIES

ELECTRICAL PERMITS	SCS PROPOSED FEES	ST. CLAIR SHORES	ROSEVILLE	CLINTON	HARPER	EASTPOINTE	
		FEES - EACH UNLESS NOTED		TWP.	WOODS		LIVONIA
A/C CIRCUIT	$45.00	$30	$30 Reconnect	$45	$15	$5, a/c connect $17	$17 res, $22 com
CIRCUITS	$45.00	$20 1ST / ADDTL $5 EACH	$15/$10	$5	$15/$6	$5	$11 ea up to 60
COMBO HEAT/COOL CIRCUIT	$45.00	$30	$25	N/A	$25	N/A	N/A
CONDUIT	$45.00	$30 1ST 100 FT./ADDTL 100, $10	$20/Adt. $10	$45	$20/$10 ea 100	$6 per 50 feet	$38 1st 100/$4 adtl
FIXTURES	$45.00	$20 1ST 30, ADDTL 30 $10	$15 1st 25/$10 adtl	$25 1st 25/$4adtl	$20 each 25	$6 per 25	$11 per 25
FURNACE CIRCUIT	$45.00	$20	$30 Reconnect	$45	$15 to10hp/$25to30	$5	$8
GENERAL REPAIRS	$45.00		$30	$40	N/A	N/A	$40
GENERATOR	$45.00	$40	$35/$70 over 30kw	$30	$15 to10hp/$25to30	$50	$40 - 0-5kw
MOTORS	$90.00	$20 1/4 -50 HP OVER 50 HP $30	$30/$15 adtl.	$12 to 20hp,	$15 to10hp/$25to30	$6 up to 20hp	$8 up to 10hp
				21-50hp $14	$20 10-30hp	$10 20 to 50hp	$12 10-20hp
BASEBOARD HEAT	$45.00	$15	N/A	$4 each	$15 to10hp/$25to30	$4	$17 first room/$15 addtl.
SERVICE CHANGE	$45.00	$20 100-150 AMP;$35 200-400, 400+ $50	$25 100 amp	$15 under 200 amp	$25	$10 thru 200 amp	$20 to 100 amp
			$35 up to 400 amp	$25 200-600			$27 to 200 amp
SMOKE DETECTORS	$45.00	$15 1ST, ADDTL $5	$5	N/A	$15 first 5/2 -$6	$50 up to 10	$20 first 5/4 $7
SWIMMING POOL/HOT TUB	$45.00	$35	$30	$50	$30	$6 up to 20hp	$30 hot tub, $43 pool
WIRING, TEMPORARY	$100.00	$100	$25	$30	$50	$5	$40
OTHER		Determined by Inspector	N/A	N/A	N/A	N/A	N/A
FIRE ALARM PULL BOX	$45.00	$20	$10	$50 up to 10	$15 first 5/2 -$6	$50 up to 10	$20 first 5/4 $7
FIRE ALARM DRILL/PULL STATION	$45.00	$25 1ST, ADDTL $5	$10/$5	$50 up to 10	$15 first 5/2 -$6	$50 up to 10	$20 first 5/2 $7
SIGNAL DEVICE	$45.00	$30 1ST, ADDTL $8	$5	$50 up to 10	$15 first 5/2 -$6	$50 up to 10	$20 first 5/4 $7
MASTER HOUSE PANEL	$60.00	$30	$20	Determined by Fire Dept.	$25	$25	$30
SPRINKLER SYSTEM	$60.00	$30	$15 Wet/$25 w/dry	Determined by Fire Dept.	$15 Wet/$25 w/dry	$25	$40
APPLICATION FEE	$50.00	$25	$30 Res $50 Com	$30	$75 base pmt fee	$50	N/A
CONTRACTOR REGISTRATION	$50.00	$50	$15	$10	$10	$15	$10
ADMINISTRATIVE FEE		N/A	N/A	N/A	N/A	**10% of total permit**	$36
FINAL INSPECTION FEE		N/A	N/A	$30	N/A	$50	N/A

2016 PERMIT COMPARISON - OTHER LIKE SIZE COMMUNITIES

MECHANICAL PERMITS	SCS PROPOSED FEES	ST. CLAIR SHORES FEES - EACH UNLESS NOTED	ROSEVILLE	CLINTON TWP.	HARPER WOODS	EASTPOINTE	LIVONIA
AGA GAS VALVE	$40.00	$40	N/A	N/A	N/A	N/A	N/A
AIR CLEANER	$40.00	$20	$15	$15	$10	$25	$13 w/furn $25w/o
BOILER	$50.00	$40	$35, $10 adtl.	$35	Chg. By btu $35+	$30	$40 under 75k btu
CHIMNEY LINER	$50.00	$20	$15 8" or less	$25	$15	$25	$30
DUCT WORK	$50.00	$30	$30	$25 Res/$35 Comm	$20	$25	$25 res/$50 com
EXHAUST FAN	$50.00	$10	$5 Res / $15 Comm	$30	$15	$5	$13
FIRE SUPPRESSION SYSTEM	$75.00	$50	$100	$40	Based on Review	Min $20 .75/head	Based on Review
FURNACE	$50.00	$30	$30	$60 incl. reconnect	$35 up to 500k btu	$30	$40
FRESH AIR INTAKE	$50.00	$30	$5R / $40 Comm	$45	$15	$25	$13
GAS DRYER	$40.00	$30	$5	$5	$15	$25	$40
GAS PIPING	$50.00	$25	$25 + $5 opening Res	$25 + $5 opening	$20	$25+ $5 opening	$30 res/$40 com
" "			$40 Comm + $5 open				
GENERATOR	$50.00	$40	$35/$70 over 30 kw	$35	Chg. By btu $35+	$30	$40
HUMIDIFIER	$50.00	$15	$5 w/furn $25 w/o	$15	$15	$10	$13 w/furn $25w/o
PRE-FAB FIREPLACE	$100.00	$40	$30	$30	by btu $35+	$30	$40
ROOFTOP COMBO UNIT		$60	$60	$65	N/A	N/A	$60
SWIMMING POOL HEATER	$45.00	$35	$30 up to 100 btu	$35	Chg. By btu $35+	$15	$40
VENT (FOR WOOD BURN. STOVES)	$45.00	$20	$10	$30	$10	$5	$20
WATER HEATER	$45.00	$30	$30	$30	Chg. By btu $35+	$5	$40
WOOD BURNING STOVES	$60.00	$50	$30	$30	$10	$30	$30
OTHER	$60.00	Determined by Inspector	N/A	N/A	$10	N/A	N/A
APPLICATION FEE	$50.00	$30	$30 Res/$50 Comm	$30	$75 base pmt fee	$50	N/A
CONTRACTOR REGISTRATION	$50.00	$40	$15	$10	$15	$15	$15
FINAL INSPECTION FEE		N/A	N/A	$30	N/A	$50	N/A
ADMINISTRATIVE FEE		N/A	N/A	N/A	N/A	**10% of total permit**	$36

REFRIGERATION PERMITS	SCS PROPOSED FEES	ST. CLAIR SHORES FEES - EACH UNLESS NOTED	ROSEVILLE	CLINTON TWP.	HARPER WOODS	EASTPOINTE	LIVONIA
			Part of Mechanical	Part of Mech.	Part of Mech.	Part of Mech.	
AIR CONDITIONER	$40.00	$30	$30	$60 incl. reconnect	by h.p. $25+	$30	$30
COOLER	$50.00	$30	$30	$35	$25	$30	$30
APPLICATION FEE	$50.00	$30	$30 Res/$50 Comm	$30	$75 base pmt fee	$50	N/A
CONTRACTOR REGISTRATION (AS MECHANICAL CONTRACTOR)							

2016 PERMIT COMPARISON - OTHER LIKE SIZE COMMUNITIES

PLUMBING PERMITS	SCS PROPOSED FEES	ST. CLAIR SHORES FEES - EACH UNLESS NOTED	ROSEVILLE	CLINTON TWP.	HARPER WOODS	EASTPOINTE	LIVONIA
BACKFLOW PREVENTER	$40.00	$20	1"$30/2"$35	$40	$15 1st/$10 adtl.	$5	$20
BACKWATER VALVE	$50.00	$10	$5	$5	$15 1st/$10 adtl.	$5	$12
BASEMENT DRAIN	$50.00	$20	$5	$5	$15 1st/$10 adtl.	$5	$30
BATH TUB/HOT TUB	$50.00	$10	$5	$5	$15 1st/$10 adtl.	$5	$12
CATCH BASIN/MANHOLE	$50.00	$15	$50	*	$15 1st/$10 adtl.	$5	$30
DENTAL CHAIRS	$75.00	$10	N/A	$5	$15 1st/$10 adtl.	$5	$12
DISHWASHWER	$50.00	$10	$5	$5	$15 1st/$10 adtl.	$5	$12
DRINKING FOUNTAIN/ICE MAKER	$50.00	$10	$5	$5	$15 1st/$10 adtl.	$5	$12
FLOOR DRAIN	$40.00	$8	$5	$5	$5 under 6"	$5	$12
GARBAGE DISPOSAL	$50.00	$8	$5	$5	$15 1st/$10 adtl.	$5	$12
GENERAL REPAIRS	$50.00	Determined by Inspector	$5	$40	N/A	N/A	$40
GREASE TRAP	$50.00	$15	$30	$5	$15 1st/$10 adtl.	$5	$12
HOSE BIBB	$100.00	$5	$5	$5	$15 1st/$10 adtl.	$5	$12
HUMIDIFIER		$15	$5	$5	$15 1st/$10 adtl.	$5	$12
LAUNDRY TRAY	$45.00	$8	$5	$5	$15 1st/$10 adtl.	$5	$12
LAVATORY		$12 1ST; ADDTL $8	$5	$5	$15 1st/$10 adtl.	$5	$12
REAR YARD DRAIN	$45.00	$50	$50	*Handled by Water/	N/A	N/A	$40
RIGHT OF WAY	$60.00	$25	$50	*Sewer Dept. No Permits	N/A	N/A	N/A
SANITARY/STORM - CAP/TAP	$60.00	$50	$50	*but insp. cost based	N/A	less 6" $5, 6"+ $25	$30 cap
SEWER CONNECTION	$30.00	$20	$50	*on time	N/A	less 6" $5, 6"+ $25	$50 up to 6"
SEWER REPAIR	$50.00	$50	$30	No Permit $40 Inspection		less 6" $5, 6"+ $25	$50
SEWER DRAIN		$25 UP TO 10", 12"-16" $30; 18+ $40	$20 to 6",$25 8",$30 10"	$5 UP TO 6",over $25	$15 up to 6",$35+	$5	$50 up to 6"
SHOWER TRAP		$5	$5	$5	$15 1st/$10 adtl.	$5	$12
SINK		$12 1ST ADDTL $8	$5	$5	$15 1st/$10 adtl.	$5	$12
STACK		$12 1ST, ADDTL $5	$30 1st/$10 addtl	$5	$15 1st/$10 adtl.	$3	$12
SUMP PUMP OR WATERLIFT		$10	$10	$20	$15/$5 adtl.	$5	$12
TAP INTO CLEANOUT		$30	$5	$5	$15 1st/$10 adtl.	$5	$12
URINAL		$10	$5	$5	$15 1st/$10 adtl.	$5	$12
WASHING MACHINE		$10	$5	$5	$15 1st/$10 adtl.	$5	$12
WATER CLOSET		$12 1ST, ADDTL $8	$5	$5	$15 1st/$10 adtl.	$5	$12
WATER DISTRIBUTION		3/4 + 1" $25, 1 1/2" + 2" $40	3/4 $15/1" $20/	3/4" $5,1" $10, 1 1/2	to 1" $25,1,5"$40	3/4" $5, 1" $10,	1" $25, 1.5"$50
" "		3" + 4" $55, OVER 4" $65	1 1/2 $25	$20,OVER 2" $30	2" $45	2" $25	2" $65
WATER HEATER		$30	$30	$5	$15	$5	$25

2016 PERMIT COMPARISON - OTHER LIKE SIZE COMMUNITIES

		ST. CLAIR SHORES		CLINTON	HARPER		
PLUMBING PERMITS continued		**FEES - EACH UNLESS NOTED**	**ROSEVILLE**	**TWP.**	**WOODS**	**EASTPOINTE**	**LIVONIA**
APPLICATION FEE		$25	$30 Res/$50 Comm	$30	$75 base pmt fee	$50	N/A
FINAL INSPECTION FEE		N/A	N/A	$30	$50	$50	N/A
CONTRACTOR REGISTRATION		$25	$15	$10	$20	$1	$15
ADMINISTRATIVE FEE		N/A	N/A	N/A	N/A	**10% of total permit**	$36
		ST. CLAIR SHORES		**CLINTON**	**HARPER**		
BUILDING PERMITS		**FEES - EACH UNLESS NOTED**	**ROSEVILLE**	**TWP.**	**WOODS**	**EASTPOINTE**	**LIVONIA**
APPLICATION FEE		$20	$30	$30			
PERMIT FEE IS BASED ON JOB COST							
$300 or less		$30 + App. Fee	first $100k - 1%	up to $1,000 $80 min	under $500 $25	up to 1k $75	$45 under 1k
$301 - $5,000		$50 + App. Fee	.75% next $500k	over 1k $80 plus	plus $5 per 1,000	1k to 10k $75 + $10	$45 + $10 for
Over $5,000 (up to $50,000)		$10 per $1,000	over $600k .5%	$4 per 1,000	over $10k $120+1%	per 1,000 over 1k	each 1k over 1k
Over $50,000		$5 per $1,000				10k - 100k $165 +	
Seawalls, Dredging		$100				$4 per 1,000 over	
Plus plan review fees, when applicable						10k - 100k $165 +	
Building Contractor Registration		$50		$10			$15
Reinspection Fee on Failed Inspections		$30	$30	$40	$50	$50	$45
(FOR ALL PERMITS)							
DEMO PERMITS							
MAIN BUILDING		$250		$165		$75 Res / $300 Comm	min $75/$.10 per
ACCESSORY BUILDING		$50		$80			sq. ft. up to 30k sf

MES

COUNCIL COMMUNICATION Item #-13a

From: Michael E. Smith, City Manager

Subject: Request to award the bid for the CDBG Rehab Project

Prepared by: Liz Koto, City Planner

City Manager's Recommendation: Link to Agenda Item 13a

I recommend awarding the bid for the rehabilitation of a CDBG Homeowner Rehabilitation Project to Optimum Construction for required repairs.

Summary Justification/Background: (full justification/background is attached)
A series of new Federal Regulations have recently been implemented for the CDBG program. They are financially-based regulations that ensure both HUD and recipients of HUD funds are spending grant money properly. A series of informational sessions, webinars, and trainings have been held over the past year that explain these new rules. The common theme throughout these programs has been to ensure that grantees are using the proper methods for procurement. Briefly, HUD's purchasing regulations for the CDBG program begin for purchases in excess of $100,000. All purchases under $100,000 should adhere to the local jurisdiction's procurement policies.

With the hiring of a new Rehabilitation Coordinator and the promulgation of the new federal rules, it is time to bring the purchasing policies of the Homeowner Rehabilitation program into conformance with HUD and the city's purchasing policies. Going forward, any Homeowner Rehabilitation contract that exceeds $10,000 will be brought before the City Council. Please note, the City Council action is an approval of the adherence to the city's procurement policies. Because the contract being approved is between the homeowner and the contractor, City Council may not change or alter the project. Additionally, there are other federal guidelines that this program must adhere to, and in many cases, the city is required to award contracts to a certain bidder (lowest bidder, minority or women-owned business, low income company, etc).

To that end, a single-family residential owner-occupied property within the city is in need of rehabilitation and repairs. An ongoing advertisement is posted on MITN inviting contractors to inquire about possible projects, and an advertisement is run in the newspaper every few months stating the same. The Homeowner Rehabilitation Coordinator also uses an approved contractor list to solicit bids. In this case, six contractors were solicited, and a total of three bids were received.

The following repairs are required to be made to the property:

1. Replace windows in garage and house
2. Strip and Re-Roof house and garage
3. Lead Based Paint Abatement
4. Patch and Repair Drywall and plaster

Enclosures:
Bid Tab
Bid Invitation and Specifications
Bids and backup information received
Lead Based Paint Risk Assessment and Survey

Council Action:

It was moved by Councilperson _____, and supported by Councilperson _____, to approve/deny the award of the rehabilitation contract to Optimum Construction in the amount of $12,525 for repairs to a single-family residential owner-occupied property as recommended by the City Manager.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

COUNCIL COMMUNICATION Item # - 13b

MS

From: Michael E. Smith, City Manager

Subject: Award Bid for Bleacher Renovation and Repairs

Prepared by: Gina A. Rheaume, Recreation Sports Manager

City Manager's Recommendation:

I recommend the approval of American Athletix in the amount of $50,850.00
The bidder will provide all labor and supplies for the renovation, retrofitting and repairs to existing bleachers located in the Mark Wells Arena and Gardens Arena, as well as the demolition and removal of the west Gardens Arena bleachers, located at St. Clair Shores Civic Arena.

Summary Justification/Background: (full justification/background is attached)

During the April, 2015 Budget Hearings, Council directed staff to proceed with the bleacher renovation and repairs at the St. Clair Shores Civic Arena.
Multiple sections of bleachers at Civic Arena have been identified in both rinks that need to be retrofitted for safety. Many of the boards are fatigued and lacking for public seating. All repairs must meet or exceed the Consumer Products Safety Commission's "Guideline for Retrofitting Bleachers" and the ICC/ANSI Standards.

A Risk Avoidance Program Grant (RAP) was applied for on April 22, 2015 and granted on June 5, 2015 from the Michigan Municipal Risk Management Authority. The committee authorized and granted 50% funding up to the maximum of $10,000.00 for this project, provided the City of St. Clair pays the project in full and remains a Member of the MMRMA and in compliance with the Joint Powers Agreement. Due to arena scheduling conflicts the work could not be completed in the off season 2015. An extension for the RAP Grant was applied for and received March 5, 2016. Funds are available in in 703-980 Capital Outlay New Bids were opened on April 19, 2016, the proposal was sent to 79 bidders and 9 reviewed the specifications, 2 bids were received, one was incomplete for the complete bid price.

Council Action:

It was moved by Councilperson _____, and supported by Councilperson _____, to approve the request to approve American Athletix in the amount of $50,850.00 as recommended by the City Manager.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

March 10, 2016

Gina Rheaume
City of St. Clair Shores
20000 Stephens Rd.
St. Clair Shores, MI 48080

RE: RAP

Dear Ms. Rheaume,

I am pleased to inform you that the RAP application for your Bleacher Replacement project was approved. The Committee authorized 50% funding up to a maximum of $10,000 for your project.

RAP funds are issued on a reimbursement basis. Payment will be based upon confirmation from the City of St. Clair Shores of their payment of the project in full. **Please send proof of payment along with invoice copies or other documentation of the expenditure.** Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Payment of RAP funds is contingent upon the City of St. Clair Shores remaining a Member of MMRMA and in compliance with the Joint Powers Agreement. Your reimbursement is valid for six months from the date of this letter.

Sincerely,

Cara Koval, ARM, CPCU
Manager of Risk Management Services

CK/sp

cc: Douglas M. Haag, Director of Finance/Treasurer
Ibex Insurance Agency

RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

June 5, 2015

Gina Rheaume
City of St. Clair Shores
20000 Stephens Rd.
St. Clair Shores, MI 48080

RE: RAP

Dear Ms. Rheaume,

I am pleased to inform you that the RAP application for your Bleacher Replacement project was approved. The Committee authorized 50% funding up to a maximum of $10,000 for your project.

RAP funds are issued on a reimbursement basis. Payment will be based upon confirmation from the City of St. Clair Shores of their payment of the project in full. **Please send proof of payment along with invoice copies or other documentation of the expenditure.** Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Payment of RAP funds is contingent upon the City of St. Clair Shores remaining a Member of MMRMA and in compliance with the Joint Powers Agreement. Your reimbursement is valid for six months from the date of this letter.

Sincerely,

Cara Kowal, ARM, CPCU
Manager of Risk Management Services

CK/sp

cc: Douglas M. Haag, Director of Finance/Treasurer
Ibex Insurance Agency

14001 Merriman Road • Livonia, MI 48154 • 734.513.0300 • 800.243.1324 • FAX 734.513.0318 • www.mmrma.org

VENDOR QUESTIONNAIRE

Date: APRIL 18, 2016

Firm Name: AMERICAN ATHLETIX LLC

Address: PO BOX 1881

City: MUSKEGON, MI 49443

Firm Established: MAY 2008 **Years in Business:** 8

Type of Organization: (Circle One)

a. Individual
b. Partnership
c. Corporation — LLC
d. Joint Venture
e. Other

How many years has your company been providing bleacher services? 8 YEARS

How many clients does your company currently serve with the type of services described? Please include a listing of clients within the State of Michigan.

(SEE ATTACHED)

Please provide a list of client references (at least 5 comparable projects only). Include name, address, phone number, contact person and briefly describe scope of services performed.

(SEE ATTACHED)

How many employees does your company employ?

Full-time employees: 14 Part-time employees: 0

Please give or attach a complete description of the project and services that you will provide for the City of St. Clair Shores.

(SEE ATTACHED)

Provide a work plan for the services to be performed for the City of St. Clair Shores.

(TBD) - BASED ON CITY TIMELINE
- CONSTRUCTION OF NEW LOCKEROOMS
- ACCESS TO SITE

What is your experience with design and implementation for the safe retrofitting of bleachers?

20+ YRS IN THE BLEACHER INDUSTRY WORKING ON VIRTUALLY EVERY BRAND OF BLEACHER EVER PRODUCED.

What is the approximate time frame for completion of the project? Please state approximate start time (in days) after award of contract.

15 WORKING DAYS ON SITE

45 DAYS AFTER AWARD.

What are the qualifications of your staff to be assigned to this project including the primary contact to be assigned?

20+ YRS EXPERIENCE

EXCLUSIVELY IN BLEACHER SERVICES.

Provide certifications and affiliations of bidder, manufacturers represented by the bidder or installers.

AMERICAN ATHLETIX IS THE MICHIGAN DEALER FOR: IRWIN TELESCOPIC SEATING DRAPER GYM EQUIPMENT ALL-AMERICAN SCOREBOARDS PROMATS, LYNRUS. WE ARE CERTIFIED SPALDING GYM PROS.

What bleacher manufacturers do you represent? For each manufacturer state number of years in business.

IRWIN TELESCOPIC SEATING - 24 YEARS

SHERIDAN SEATING - 37 YEARS

Will subcontractors be utilized on this project? If so, please identify name of company and scope of work.

NO SUBCONTRACTORS

What is the guarantee/warranty on installation services for the proposed retrofit of bleachers?

1 YEAR PARTS AND INSTALLATION

Provide information on warranties for the proposed new fittings, i.e. railings, handle, etc.

SAME

Provide copy of contract, if required.

Contract Provided: **Yes**_____ **No** ✓

Ability to meet insurance requirements.

Yes ✓ **No**_____

NOTICE OF INTENT TO ACCEPT
PROPOSALS FOR BLEACHER REPAIR AND RETROFITTING OF BLEACHERS
AT ST. CLAIR SHORES CIVIC ARENA
PROPOSAL FORM

BASE PROPOSAL-GARDENS ARENA A.

Cost Proposal: Retrofitting and Repair Existing Bleachers
Cost must include shipping, assembly and installation. Do not break out freight, assembly or installation separately. Please specify quantities of guardrails, footboards, kick plates, hand rails and in-fill material.

Location: **A.** GARDENS ARENA – RED/East Eleven (11) Row

Quantity	Description	Unit Price	Total Price
2 each	Guardrails	$ 1875	$ 3750
80 each	Foot Boards + SEATS	$ 180	$ 14400
50 each	~~Kick Plate~~ AISLE STEP @ 54"	$ 125	$ 6250
____ sq ft	In-fill Material	$ ____	$ ____
10 each	Hand Rails	$ 460	$ 4600

Specify in-fill material to be used: 2" x 9 GA x 42" GALV. CHAINLINK

If using chain like material please specify mesh size: 2" (NOTE: EXCEPTION TO SPEC.

Provide itemized listing of additional equipment necessary to complete this project. Include any additional costs in total below:
STEEL SPLICE PLATES 70 PCS. @ $21 ea. $1470 TOTAL
PM, AUX DECK SUPPORTS, WELDING – 1 LOT @ $4400

TOTAL COST BASE BID: GARDENS ARENA A. BLEACHERS $ 34870

Location: **B and C Demolition and Disposal**

GARDENS ARENA – BLUE/West Seven (7) Row

Quantity	Description	Unit Price	Total Price
4	Sections West Blue	$ 1100	$ 4400
5	Sections West Blue	$ 1100	$ 5500

Provide itemized listing of additional equipment necessary to complete this project. Include any additional costs in total below:

TOTAL COST BASE BID: GARDENS B & C BLEACHERS $ 9900

NOTICE OF INTENT TO ACCEPT
PROPOSALS FOR BLEACHER REPAIR AND RETROFITTING OF BLEACHERS
AT ST. CLAIR SHORES CIVIC ARENA
PROPOSAL FORM

BASE PROPOSAL-MARK WELLS ARENA D.

Cost Proposal: Retrofitting and Repair Existing Bleachers
Cost must include shipping, assembly and installation. Do not break out freight, assembly or installation separately. Please specify quantities of guardrails, footboards, kick plates and in-fill material.

Location: **D.** MARK WELLS ARENA – Nine (9) Row

Quantity	Description	Unit Price	Total Price
4 each	Guardrails	$ 450	$ 1800
____ each	Foot Boards	$ ____	$ ____
____ each	Kick Plate	$ ____	$ ____
____ sq. ft.	In-fill Material	$ ____	$ ____
6 each	Hand Rails	$ 480	$ 2880

Specify in-fill material to be used: 2" (NOTE: EXCEPTION TO SPEC.)*

If using chain like material please specify mesh size: 2" x 9GA x 36" GALV. CHAINLINK

Provide itemized listing of additional equipment necessary to complete this project. Include any additional costs in total below:
PM, FASTENERS, END CAP/AISLE MODIFICATION
MISC 1-LOT @ $1400

TOTAL COST BASE BID: MARK WELLS D. BLEACHERS $ 6080

TOTAL PROPOSAL

A:	GARDENS ARENA	(A):	$ 34870
B:	GARDENS Demo/Dispose	(B):	$ 4400
C:	GARDENS Demo/Dispose	(C):	$ 5500
D:	MARK WELLS ARENA	(D):	$ 6080

TOTAL COST of Repair and Retrofitting A and D $ 40,950

TOTAL COST of Repair, Removal and Retrofitting A-B-C & D $ 50,850

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide bleacher retrofitting and repair services or replacement parts as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

This proposal is genuine and not collusive or sham and that the bidder has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other bidder or to secure any advantage against the City of St. Clair Shores.

COMPANY: AMERICAN ATHLETIX, LLC

Representative's Name: GARY ELLS **Title:** SALES MGR.

Signature:

Address: PO BOX 1881

City/State/Zip Code: MUSKEGON, MI 49443

Telephone Number: 231 798 7300 **Fax Number:** 231 798 7337

E-Mail Address: INFO@AMERICANATHLETIX.COM

AMERICAN ATHLETIX

Bleacher Inspections, Repairs & Renovations and Replacement Boards
Scoreboards • Backboards, Hoists, Safety Straps, Rims
Safety Padding • Gymnasium Equipment Inspections

info@americanathletix.com ■ 888.399.4999 ■ f 888.295.2319 ■ P. O. Box 1881 ~ Muskegon, MI 49443

American Athletix is Proud to have Provided Services to these Fine Michigan Institutions:

Allen Park
Almont
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Armada
Beaverton
Bedford
Bentley
Big Bay De Noc
Birmingham
Bloomfield Hills
Bridgman
Brother Rice
Brown City
Bullock Creek
Camden HS
Center Line
Chippewa Valley
Clarkston
Clawson
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Constantine
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Detroit
East Detroit
Farmington Hills
Fennville
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GR Catholic Central
Grand Rapids
Greenville
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Holt
Holton
Imlay City
Inkster
Jefferson Schools
Knox Presbyterian Church
Lake Fenton
Lake Shore
Lakeshore - Stevensville
Lakeview
Lamphere Schools
Lawton
Macomb CC
Manistique
Marshall
Mason
Melvindale
Mercy Catholic
Midland Public
Mio-AuSable
Mona Shores
Mt. Clemens
Mt. Morris
Mt. Pleasant
Muskegon CC
North Branch
North Muskegon
Northport
Northwood University
Notre Dame Prep
Oak Park
Oakland Christian
Oakridge
Orchard View
Our Lady of the Lakes
Our Lady Star of the Sea
Parkway Christian
Perry
Pinckney
Plymouth Christian Acad.
Powers Catholic
Rapid River
Redford Union
Reeths Puffer
Richmond
Riverview
Rockford
Romeo
Roseville
Royal Oak
Saginaw Valley State Univ.
Sand Creek
Southgate
South Lake
South Redford
Sr. Anthony's
St. Charles School
St. Clare of Montefalco
St. Louis PS
St. Mary's HS Monroe
St. Michael's Catholic
St. Patrick Catholic
Swartz Creek
Three Rivers
Titusville
Tri County
Troy
Univ. of Michigan - Crisler
Univ. of Michigan - Track
Univ. of Michigan - Yost
Warren Woods
Washtenaw Christian Acad.
Wayne-Westland
Wesley School
West Catholic GR
West Iron
Westwood Hts.
Whitehall
Whitmore Lake
Woodside Church White Lake
Yale

Last Revised: 12/31/14

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PROJECT REFERENCES

P-Rail / Center Aisle Rails / Aisle Steps / Filler Boards

1. Davison Community Schools
   Mr. Josh Walberg
   1250 N. Oak Rd.
   Davison, MI 48423
   Phone: 810-591-3531

2. Saginaw Valley State University - Pool
   Mr. Mike Pazdro
   7400 Bay Rd.
   Saginaw, MI 48710
   Phone: 989-964-4841

3. Benton Carroll Salem
   Oak Harbor High School
   Mr. Jack Harris
   11685 W. State Rte. 163
   Oak Harbor, OH 43449
   Phone: 419-898-6005

4. Canton Local Schools
   Mr. Tim Ewing
   4526 Ridge Ave.
   Canton, OH 44707
   Phone: 330-484-8019

5. Leipsic Local Schools
   Mr. Dave Grismore
   232 Oak Street
   Leipsic, OH 45856
   Phone: 419-943-2165, ext. 1104

6. Brecksville-Broadview Hts. City School District
   Mr. Larry Tomec
   6638 Mill Rd.
   Broadview Hts., OH 44147
   Phone: 440-740-4015

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April 18, 2016

City of St. Clair Shores

The Gardens Ice Arena - East/Red Seating

Proposed Scope of Work:

Furnish and install a new 42" side guard rail system including new uprights, mounts and chainlink.
Furnish and install a new 42" front guard rail system including new uprights, mounts and chainlink.
Furnish and install (10) mid-aisle hand rails and rail mounts to improve (5) aisle locations
Furnish and install new 54" wide aisle steps to accommodate two-way traffic at (5) aisle locations
Furnish and install (80) new bleacher boards to replace broken and unsafe boards
Furnish and install (70) new steel splice plates to lock sections together and improve stablity
Repair and reinforce damaged foot/deck supports in fatigued areas as needed.
Realign and reinforce damaged and/or sagging riser support attachment hardware
Reinforce/reweld damaged frame supports throughout as needed

The Gardens Ice Arena - West/Blue Seating

Proposed Scope of Work:
Demolition to all nine (9) sections of manual, wooden bleachers and all related hardware and attachment materials
Remove all debris from arena site

Mark Wells Ice Arena

Proposed Scope of Work:
Furnish and install 36" Chainlink fabric to close off unsafe gaps in the side railing system
Furnish and install guardrails extensions and all hardware for side railing system
Furnish (6)mid-aisle hand rails and rail mounts install (2) each in (3) aisle locations
Modify and widen (3)existing aisle walk ways to accommodate two-way traffic - 54" or greater
Repair or replace loose or damaged aluminum plank end caps
Realign and secure loose seam splice plates
Secure loose foot supports and attachment hardware
Secure loose seat supports and attachment hardware
Secure loose riser supports and attachment hardware
Tighten and replace as needed clip sets and fasteners throughout

Note:
Any/all surplus/stored items (not related to the bleacher structure) located beneath the seating structures in both the Gardens Ice Arena and the Mark Wells Ice Arena must be removed and stored away from the bleacher structures during the renovation/demolition process. The removal/relocation of non-bleacher related items required to be moved and performed by American Athletix personnel will be billed at $70/hr.

VENDOR QUESTIONNAIRE

Date: 4/18/16

Firm Name: Gulf Coast Sports LLC

Address: 1426 N. Gulf Ave

City: Crystal River FL 34429

Firm Established: 2003 **Years in Business:** 13 years

Type of Organization: (Circle One)

a. Individual
b. Partnership
(c) Corporation LLC
d. Joint Venture
e. Other

How many years has your company been providing bleacher services?

13+ years

How many clients does your company currently serve with the type of services described? Please include a listing of clients within the State of Michigan.

23 current projects - extending over the next fiscal year

Please provide a list of client references (at least 5 comparable projects only). Include name, address, phone number, contact person and briefly describe scope of services performed. See Attached

How many employees does your company employ?

Full-time employees: 12 Part-time employees: 14

Please give or attach a complete description of the project and services that you will provide for the City of St. Clair Shores.

Retro repair per unit prices - approved by both vendor and City on a contractual basis.

Provide a work plan for the services to be performed for the City of St. Clair Shores.

- See attached contract proposal

What is your experience with design and implementation for the safe retrofitting of bleachers?

We are only 1 of 2 in the United States that are licensed, insured and experianced in custom retro-repair.

What is the approximate time frame for completion of the project? Please state approximate start time (in days) after award of contract.

30-45 days from NTP

What are the qualifications of your staff to be assigned to this project including the primary contact to be assigned?

All staff are employed directly through Gulf Coast Sports. All of our installers have 20-30 years experiance in conversion of wood/steel to aluminum bleachers.

Provide certifications and affiliations of bidder, manufacturers represented by the bidder or installers.

Gulf Coast Sports LLC is a sole source provider from the mill of extruded aluminum to install.

What bleacher manufacturers do you represent? For each manufacturer state number of years in business.

Gulf Coast Sports LLC - Sole Source Provider

Will subcontractors be utilized on this project? If so, please identify name of company and scope of work.

No - direct employees - installers

What is the guarantee/warranty on installation services for the proposed retrofit of bleachers?

5 years on Defect
5 years manufacturer standard warranty

Provide information on warranties for the proposed new fittings, i.e. railings, handle, etc.

5 years on Defect
5 years manufacturer standard warranty

Provide copy of contract, if required.

Contract Provided: **Yes** X **No**_____

Ability to meet insurance requirements.

Yes X **No**_____

NOTICE OF INTENT TO ACCEPT
PROPOSALS FOR BLEACHER REPAIR AND RETROFITTING OF BLEACHERS
AT ST. CLAIR SHORES CIVIC ARENA
PROPOSAL FORM

BASE PROPOSAL-GARDENS ARENA A.

Cost Proposal: Retrofitting and Repair Existing Bleachers
Cost must include shipping, assembly and installation. Do not break out freight, assembly or installation separately. Please specify quantities of guardrails, footboards, kick plates, hand rails and in-fill material.

Location: **A.** GARDENS ARENA – RED/East Eleven (11) Row

Quantity	Description	Unit Price	Total Price
1 each	Guardrails	$ 800	$ 1,600
1 each	Foot Boards 30' board	$ 225	$
1 each	Kick Plate 30' riser	$ 200	$
1 ~~sq ft~~ LF	In-fill Material Angle/threshold	$ 4.75 per ft.	$
1 each	Hand Rails (12)	$ 125	$ 1500

Specify in-fill material to be used: 2x2/2x3/threshold to fill gaps

If using chain like material please specify mesh size: picket panel

Provide itemized listing of additional equipment necessary to complete this project. Include any additional costs in total below: Gulf Coast Sports will provide all material to demo/remove/install new equipment

TOTAL COST BASE BID: GARDENS ARENA A. BLEACHERS $ 3100 for all Code Compliant material - other to be calculated on as needed basis.

Location: **B and C Demolition and Disposal**

GARDENS ARENA – BLUE/West Seven (7) Row

Quantity	Description	Unit Price	Total Price
4	Sections West Blue	$ 1000	$ 4,000
5	Sections West Blue	$ 1,000	$ 5,000

Provide itemized listing of additional equipment necessary to complete this project. Include any additional costs in total below: Forklift, Dumpster, Disposal

TOTAL COST BASE BID: GARDENS B & C BLEACHERS $ 9,000*

* Includes clean up - excludes pre disposal or cleaning of storage

NOTICE OF INTENT TO ACCEPT
PROPOSALS FOR BLEACHER REPAIR AND RETROFITTING OF BLEACHERS
AT ST. CLAIR SHORES CIVIC ARENA
PROPOSAL FORM

BASE PROPOSAL-MARK WELLS ARENA D.

Cost Proposal: Retrofitting and Repair Existing Bleachers
Cost must include shipping, assembly and installation. Do not break out freight, assembly or installation separately. Please specify quantities of guardrails, footboards, kick plates and in-fill material.

Location: **D.** MARK WELLS ARENA – Nine (9) Row

Quantity	Description	Unit Price	Total Price
1 each	Guardrails	$ 800	$ 1,600
1 each	Foot Boards 30' board	$ 225	$
1 each	Kick Plate 30' riser	$ 200	$
1 ~~sq.~~ lf ft.	In-fill Material Angle/Treshold	$ 4.75 ft	$
1 each	Hand Rails (8)	$ 125	$ 1,000

Specify in-fill material to be used: 2x2/2x3/threshold to fill gaps

If using ~~chain like~~ material please specify mesh size: picket panel

Provide itemized listing of additional equipment necessary to complete this project. Include any additional costs in total below: Gulf Coast Sports will provide all Code compliant material - other to be calculated on as need basis

TOTAL COST BASE BID: MARK WELLS D. BLEACHERS $ 2,600

TOTAL PROPOSAL

(see attached alterante proposal)

A:	GARDENS ARENA	(A):	$ 3,100
B:	GARDENS Demo/Dispose	(B):	$ 9,800 total
C:	GARDENS Demo/Dispose	(C):	$
D:	MARK WELLS ARENA	(D):	$ 2,600

TOTAL COST of Repair and Retrofitting A and D $ 5,700

TOTAL COST of Repair, Removal and Retrofitting A-B-C & D $ 14,700

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide bleacher retrofitting and repair services or replacement parts as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

This proposal is genuine and not collusive or sham and that the bidder has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other bidder or to secure any advantage against the City of St. Clair Shores.

COMPANY: Gulf Coast Sports LLC

Representative's Name: Ashley Ackerman **Title:** President

Signature: [signature]

Address: 1426 N. Gulf Ave

City/State/Zip Code: Crystal River, FL 34429

Telephone Number: 855-827-1386 **Fax Number:** 727-245-8832

E-Mail Address: Bleachers@GulfCoastSportsFl.com

Addendum 1 - acknowledged

Letter of Reference

10/22/2014

The bleachers we had repaired by Gulf Coast Sports are better than new. We had a wonderful experience with Gulf Coast as they came out for an initial site visit and evaluation, communicated our needs very clearly and promptly, and followed up with excellence service. They performed the repairs in the time they stated and left us with a better set of bleachers. Also, I might add, that while they were here and they had some down time, the repair men decided they could improve our field benches by adding endcaps to the ones that were missing. This type of initiative and "extra-mile" service is a lost art that we seldom see in today's society. I would recommend Gulf Coast Sports to anyone looking to have their bleachers improved as well I wish we could have had them redo all our bleacher seats because I believe the section they repaired is better than the original bleachers we have in other sections. Feel free to come to Pope to evaluate the professional work Gulf Coast Sports did in our stadium. I give them a 10 in all categories: communication, price, service, promptness, professionalism, and product.

Thanks,

Josh Mathews, RAA
Pope High School
Assistant Principal/Athletic Director
3001 Hembree Road
Marietta, GA 30062
770-578-7900 ext. 275

Gulf Coast Sports LLC
1426 N. Gulf Ave
Crystal River, FL 34429

Skyzone
Peter Busenlener
11120 Industriplex Blvd
Baton Rouge, LA
225-252-5236

County of Henrico Parks & Recreation
10305 Woodman Road
Glen Allen, VA
804-727-8207

Sossamon Construction
Matt Sossamon
PO Box 26
Gaffney, SC
864-489-6148

City of Tallahassee Parks & Recreation
Lin Stokes
3000 S Adams St
Tallahassee, FL
850-891-8289

City of Pompano Beach Parks & Recreation
Ron Upshaw
901 NW 10th St
Pompano Beach, FL
954-786-4131

Mustang Parks & Recreation
Justin Battles
12010 N. Mustang. Rd.
Mustang, OK
405-376-7755

Tulsa County Parks and Recreation
Justin Battles
2315 Charles Page Blvd.
Tulsa, Oklahoma 74127
918-596-5990

C&H Baseball
Torrey Spears
1615 Technology Terrace
Lakewood Ranch, FL
941-727-1533

Weirsdale Equestrian Arena
Grand Oaks Resort
3000 Marion County Rd
Weirsdale, FL 32195
352-750-5500

Hobbs Construction
Jerod Hobbs
PO BOX 1915
Rocky Face, GA
706-264-0434

McNeese University
Richard Rhoden
4205 Ryan Street
Lake Charles, LA 70605
337-475-5000

Cobb County Schools
Pope High School
Josh Matthews, A.D.
770-426-3365

Spartanburg Schools District 7
John A. Paul CPPO, MBA

864-594-6167

Viviano Construction
Tom Viviano
609-577-2597

Rodda Construction
Justin Bolding
863-669-0990

Ride Community High School
500 Orchird Dr.
Davenport, FL 33837
863-419-3315

Rockford Park District
Tom Lind
235 Evelyn Ave
Loves Park, IL 61111

Taylor County High School
Clarence Mathis
ccmathis@taylor.k12.ga.us

US ARMY
Ft. Bragg Military Base
Tamisha Patterson
910-908-1921

City of Arkadelphia – Sports Complex
Ben Shields
Shields & Associates, Inc.
116 Challain Drive
Little Rock, AR 72223
501-951-9078

Savannah Classical Academy
Savannah, GA
Estela Anderson
912-395-4040

Rockhill School District

217 Orange St
Rock Hill, SC
(803) 981-1557

Greg Wood Ed.D.
Assistant Superintendent,
District Five Schools of Spartanburg County
100 North Danzler Rd., PO Box 307
Duncan SC 29334
864 949-2350

List of References and Projects 2013-2015

Fulton County Schools Renovation
North Sandy Springs High School
Boca Raton University
Lynn University
Florida International University
Spartanburg County Restoration Project
Muskogee Parks Renovation
Mustang Parks and Recreation
Booker High School
Bode Ice Arena
LSU: Tiger Stadium
Mc. Neese University
Ave University
Florida State Fairgrounds
Miracle Field, FL
Deerfield Parks, FL
Westside Park, FL
City of Pompano Beach
Immokalee Indian Tribe – Fast Pitch Field
Taylor County High School
Weirsdale Equestrian Arena
Raleigh, NC
City of Rincon, GA
Gautier Mississippi Little League Field
Jackson County Parks and Recreation
PAL Stadium
Hardee County High School
Daniel Middle School
Hillsborough County Fairgrounds
Owens Park, NJU
Kansas State Fair
Shawnee County Parks, KS
Columbia High School
Ridge Community High School

Pope High School
Shorewood Park
Donner Ball Park, City of Atlantic Beach
Bobby Campbell Lacrosse Stadium
City of Milton, GA
City of Winter Springs, FL
Cobb County School District
Bath VA Medical Center
MICC West Point, NY – US ARMY
Lafortune Tennis Center
Wewoka Public Schools
Graford High School
Clover School District
City of Myrtle Beach, SC
New Smyrna Beach – Bull Dog Stadium
City of Daytona Beach, FL
Wade Hampton HIGH School
City of Orem, UT
Poteet, TX

State Contracts include:
Brevard County, FL
Charlotte County, FL
Clay County, FL
Orange County Public Schools, FL

Please feel free to call or email at any time if you have further questions or need additional references.

Bleachers@GulfCoastSportsFL.com
855-827-1386

Gulf Coast Sports LLC
1426 N. Gulf Ave
Crystal River, FL 34429
855-827-1386
Bleachers@GulfCoastSportsFL.com

City of St Clair Shores
Office of City Clerk
27600 Jefferson Circle Dr.
St Clair Shores, MI 48081

RFP- Bid for Bleacher Repairs

Per my inspection of the Arenas in question for the above listed bid, Gulf Coast Sports LLC would like to offer the following proposal:

Mark Wells Arena:

The Mark Wells Arena understructure made of galvanized beam components appears to be in good condition. Per my notes, it is has no notable defects to its integrity. There is one notable stringer line missing and a few brackets that need to be straightened but other than minor repairs, is in great shape for its age. There is one stringer line that appears to be pushed backwards that if it cannot be straightened out, needs to be replaced. The above decking is notably unsafe and limber, with unsecure and unsafe connection points. My recommendation is that the above decking should be replaced with mill finish aluminum planking to provide a closed decking surface to eliminate the trash and debris under the bleacher. There are wooden splices under the bleacher that need to be replaced with aluminum splice plates to secure connections. We chose not to quote this project in total as it is unnecessary to charge the City to replace items that still have longevity to them. We propose to remove the wooden planks, riser board and foot planks, make any adjustments to the steel frame after outer structure is replaced, replace outer structure with aluminum components and galvanized hardware, aluminum mid steps, aluminum picket panel and intermediate handrail.

We propose to do this on a contractual basis agreed upon by both parties via PO for work performed.
Estimated Cost for total refinishing of bleacher: $23,955.00

Manufacturer to bill for Material per Invoice as used.

Total Price not to exceed $25,000.00

Gardens Arena (Red):
The Structure of this bleacher appears to be in good condition however needs support brackets to be on site welded and splice plates as well as reinforcements added to the understructure. Understructure is uneven and needs to be leveled, the rollers to be greased and unit to be moved to make level surface.

Any gaps to be replaced with threshold materials, defective planks to be replaced after understructure is moved together. Handrails and Picket Panel to be added for Code Compliance.

We propose to do this on a contractual basis agreed upon by both parties via PO for work performed.
Estimated Cost for total refinishing of bleacher: $9,500.00

Manufacturer to bill for Material per Invoice as used.

Total Price not to exceed $13,000.00

Gardens Arena (Blue):
Complete Demo to be completed by removal of bleachers, equipment, clean up and disposal.

$9,000.00

We are proposing an alternate proposal for known reasons such as the whole systems do not need to be replaced but do need to be repaired for Safety purposes.

Might you have any questions regarding our proposal please feel free to call or email me – 352-601-1192/ bleachers@gulfcoastsportsfl.com

Regards,
Ashley Ackerman
President of Sales
Gulf Coast Sports LLC
855-827-1386

COUNCIL COMMUNICATION CC-13c

MES

From: Michael E. Smith, City Manager

Subject: Request to Award Bid for Property and Liability Coverage effective 7/1/16

Prepared by: Douglas M. Haag, Finance Director/Treasurer

Link to Bids
Link to MMRMA
Link to Exhibits

Manager's Recommendation:

I recommend awarding a two year bid for the property and liability coverage to the Michigan Municipal Risk Management Authority (MMRMA) beginning July 1, 2016 with a self-insured retention level of $200,000. The first year premium is $408,376 and for the second year the maximum allowable increase is 5%.

Justification:

The City recently went through another extensive bid process to obtain quotes for its property and liability coverages. The bid was advertised and placed on the MITN website as is normally done.

Despite our best efforts, once again only one response was received and that was from our current provider – the Michigan Municipal Risk Management Authority (MMRMA). This was the case last year, too. The two previous times the City issued an RFP – in 2011 and 2012 – there were just two responses. This is not unusual. The municipal insurance market is very limited due to the unique and high risk areas that we have.

As a result of the lack of traditional insurance providers, many states, including Michigan, have established insurance pools which are made up of and owned by the municipalities themselves to provide specialized coverage. The City of St. Clair Shores has been with the MMRMA for over 30 years – since September 1, 1984. Ibex Insurance Agency is one of the agencies representing the MMRMA. They are responsible for 144 MMRMA local government client-members[1], including the City of St. Clair Shores. Of those, the City of St. Clair Shores was again the only one to issue an RFP this year, another indicator that coverage options are limited.

Because the MMRMA is managed by local governments such as ourselves, coverages and premiums are closely matched to municipal needs. Following is the recent history on premiums and asset distributions (aka dividends). The MMRMA announced February 22, 2016 another distribution of excess net assets to current renewing members OF $31,814,314. The City's share is $97,779. With this distribution, MMRMA has distributed over $226,000,000 to its renewing members since 2006.

[1] Overall, there are approximately 370 member-owners in MMRMA

Last year we received $170,516 as part of a net asset distribution of $45,152,750.

Following is the City's premium and net asset distribution since 2007.

PREMIUM AND NET ASSET DISTRIBUTION HISTORY			
Fiscal Year	Premium	Net Asset Distribution	Net
2017	$408,376	$97,779	$310,597
2016	$374,795	$170,516	$204,279
2015	$349,388	$136,750	$212,638
2014	$335,289	$56,466	$278,823
2013	$336,011	$142,597	$193,414
2012	$347,621	$182,734	$164,887
2011	$369,206	$108,173	$261,033
2010	$399,563	$0	$399,563
2009	$544,114	$231,900	$312,214
2008	$529,131	$133,652	$395,479
2007	$537,652	$63,694	$473,958
Totals	$4,531,146	$1,226,482	$3,304664

In addition to the dividends, the City is also eligible for RAP (Risk Management Program) Grants. The City has received approximately $110,000 towards approved RAP Grants, dating back to 2006. The MMRMA recently increased the annual grant funding for its members to $1,250,000.

Finally, dating back to FY 2008, MMRMA has paid $364,196 and reserved $81,750 on behalf of St. Clair Shores for Property Protection Insurance and Personal Injury Protection claims (Michigan No-Fault benefit). The MMRMA is the only program in the state that waives a member's self-insured retention for these claims. Under any other program, the City would have paid the entire amount of each claim, as they were all under the $200,000 self-insured retention.

Budget
Funds are available in the proposed FY 2016-17 budget as needed.

Attachments
RFP
MMRMA Proposal

Council Action:

Moved by Council Member _____, seconded by Council Member_____ that the bid for property and liability coverage be awarded to the Michigan Municipal Risk Management Authority for two years beginning July 1, 2016. The first year premium will be $408,376 and any increase for the second year cannot exceed 5% of this amount.

COUNCIL COMMUNICATION Item #14

MES

From: **Michael E. Smith, City Manager**

Subject: **Consent Agenda**

Prepared by: Mary A. Kotowski, MMC, CMMC, City Clerk

City Manager's Recommendation:

I recommend the approval of the consent agenda items as presented.

Items Presented:

a. Bills
b. Fees - none
c. Progress Payments - none
d. Approval of Minutes
e. Receive & File Boards, Commissions & Committee Minutes
f. Approval to Publish Notice and Set the Public Hearing on the Proposed FY 2016-17 Budget and Millage Rate on June 6, 2016
g. Request from City Clerk to award RFP for miscellaneous election printing/addressing and increase FY 2016 blanket purchase order for Printing Systems, Inc.

Items shall be considered ***without debate*** by motion and vote of Council, unless a member of Council specifically requests action taken separately on said item

COUNCIL ACTION

Moved by Council Member _____ , seconded by Council Member _____

that the Consent Agenda items be approved as presented and recommended by the City Manager, with the exception of the following item numbers:_____

_____that were removed and considered separately.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

COUNCIL COMMUNICATION Item #14a

From: Michael E. Smith, City Manager

Subject: Item #14a

Check Approval List

Prepared by: Natalie Turner, City Manager's Office

City Manager's Recommendation:

I recommend the approval of the release of checks in the amount of $1,052,958.91 for services rendered, of the report that is 20 pages in length, and of the grand total amount of $1,052,958.91, $0 went to other taxing authorities.

Council Action:

It was moved by Councilmember _____, and supported by Councilmember _____ to approve the release of checks in the amount of $1,052,958.91 for services rendered, as recommended by the City Manager.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

council

CITY OF ST. CLAIR SHORES
INVOICE APPROVAL LIST BY FUND
Printed: 4/21/2016

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
GENERAL FUND								
GENERAL FUND B/S								
101	103567	23036EDGEW	SHORE POINTE BUILD LLC	300021	FLOOR JOIST-23036 EDGEWATER	105995	4/21/16	235.00
101	131400	MNT PK LOT	EDWARD G BARANEK INC	299775	SAD #33 - MAINTENANCE	105643	4/14/16	280.00
101	131400	MNT PK LOT	SUPREME SWEEPING SERVICES	299871	SAD #33 - MAINTENANCE	48377	4/14/16	200.00
101	131405	SAD33 LOTR	PAVEX CORPORATION	299838	PROJ #0150-0487	105871	4/14/16	30,518.86
101	135000	PREPD EXP.	CHUCK E CHEESE PIZZA	299749	SPECIAL NEEDS FIELD TRIP 7/7/16	105733	4/14/16	444.42
101	210010	GEN PEN	ICMA RETIREMENT TRUST-401A	2615	Payroll Run 1 - Warrant 041416	000000105742	4/14/16	13,317.47
101	210010	GEN PEN	SCS GEN EMP RET	299859	Payroll Run 1 - Warrant 041416	000000105751	4/14/16	1,250.01
101	210030	THIN BLUE	THIN BLUE LINE OF MI	299872	Payroll Run 1 - Warrant 041416	000000105754	4/14/16	310.00
101	210040	GARNISH	CITY OF ST CLAIR SHORES	299753	WAGE ASSIGNMENT	105784	4/14/16	108.61
101	210050	P&F PEN	POLICE & FIRE PENSION SYS SCS	299844	Payroll Run 1 - Warrant 041416	000000105747	4/14/16	17,597.82
101	210050	P&F PEN	POLICE & FIRE PENSION SYS SCS	300005	Payroll Run 5 - Warrant 041516	000000105915	4/21/16	30.50
101	210073	DEDS-AFLAC	AFLAC	2620	Payroll Run 1 - Warrant 041416	000000105757	4/14/16	1,631.04
101	210074	DED-HSA	ICMA	2614	Payroll Run 1 - Warrant 041416	000000105741	4/14/16	1,156.99
101	210078	HEALTH	TASC	2618	Payroll Run 1 - Warrant 041416	000000105753	4/14/16	4,230.40
101	210079	DEPEND	TASC	2618	Payroll Run 1 - Warrant 041416	000000105753	4/14/16	999.95
101	210080	CHILD SUPP	MICHIGAN STATE DISB UNIT	2617	Payroll Run 1 - Warrant 041416	000000105746	4/14/16	4,660.93
101	210090	DEFER 457	ICMA RETIREMENT TRUST-457	2616	Payroll Run 1 - Warrant 041416	000000105743	4/14/16	24,599.56
101	210090	DEFER 457	NATIONWIDE RETIREMENT SOLUTIONS	2619	Payroll Run 1 - Warrant 041416	000000105756	4/14/16	16,668.44
101	210090	DEFER 457	STATE OF MICHIGAN-TREAS	2612	MI SALES TAX & W/H - MARCH 2016	105607	4/11/16	73,554.52
101	210091	LOAN REPAY	ICMA RETIREMENT TRUST-401A	2615	Payroll Run 1 - Warrant 041416	000000105742	4/14/16	208.58
101	210095	DEFER 401A	ICMA RETIREMENT TRUST-401A	2615	Payroll Run 1 - Warrant 041416	000000105742	4/14/16	5,888.05
101	210110	LOCAL 1015	MICHIGAN AFSCME COUNCIL 25	299825	Payroll Run 1 - Warrant 041416	000000105739	4/14/16	3,209.47
101	210120	POA	SCS POLICE OFFICERS ASSOC	299860	Payroll Run 1 - Warrant 041416	000000105752	4/14/16	2,287.44
101	210130	FIRE	SCS FIREMEN'S ASSOCIATION	299857	Payroll Run 1 - Warrant 041416	000000105749	4/14/16	810.24
101	210140	FF #1744	SCS FIREMEN'S LOCAL 1744	299858	Payroll Run 1 - Warrant 041416	000000105750	4/14/16	2,161.92
101	210150	COA	SCS COMMAND OFFICERS	299856	Payroll Run 1 - Warrant 041416	000000105748	4/14/16	640.00
101	210170	P&F HT EE	P&F HEALTH CARE	299837	Payroll Run 1 - Warrant 041416	000000105755	4/14/16	3,296.14
101	210180	FEDERAL	FIRST STATE BANK	2613	Payroll Run 1 - Warrant 041416	000000105740	4/14/16	79,856.59
101	210180	FEDERAL	FIRST STATE BANK	2621	Payroll Run 5 - Warrant 041516	000000105914	4/21/16	207.03
101	210200	FICA EMP'E	FIRST STATE BANK	2613	Payroll Run 1 - Warrant 041416	000000105740	4/14/16	34,749.34
101	210200	FICA EMP'E	FIRST STATE BANK	2621	Payroll Run 5 - Warrant 041516	000000105914	4/21/16	222.40
101	210210	MED EMP'EE	FIRST STATE BANK	2613	Payroll Run 1 - Warrant 041416	000000105740	4/14/16	18,880.86
101	210210	MED EMP'EE	FIRST STATE BANK	2621	Payroll Run 5 - Warrant 041516	000000105914	4/21/16	71.66
101	210800	LOCAL 412	LOCAL 412 UAW	299814	Payroll Run 1 - Warrant 041416	000000105744	4/14/16	1,290.93
101	210900	M.A.P.E.	MAPE	299818	Payroll Run 1 - Warrant 041416	000000105745	4/14/16	252.00
101	264500	DELTA	DELTA DENTAL PLAN OF MICH	299762	MARCH 2016 DENTAL CLAIMS	105636	4/14/16	23,298.48
101	270100	DEP-ROW	MICHIGAN HARBOR PROP LLCP	299826	BOND REFUND - 24530 JEFFERSON BLDG F	BINS1603	4/14/16	3,000.00

CITY OF ST. CLAIR SHORES
INVOICE APPROVAL LIST BY FUND
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FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
101	272000	BUILD BOND	MICHAEL ANGONA	299893	REF PERMIT:23981 HARPER	BB16005	4/21/16	500.00
101	272000	BUILD BOND	BRICOLAS ENTERPRISES	299907	REF PERMIT:22335 HARPER	BST160002	4/21/16	50.00
101	272000	BUILD BOND	JOSEPH D'HERDE	299761	BOND REFUND - 21921 GREATER MACK	BB15219	4/14/16	500.00
101	272000	BUILD BOND	LAWRENCE DEMONACO	299764	BOND REFUND - 24530 JEFFERSON BLDG F	BB15279	4/14/16	500.00
101	272000	BUILD BOND	EMBREE SIGN CO INC	299939	REF PERMIT:23233 NINE MACK DR	BS15050	4/21/16	100.00
101	272000	BUILD BOND	EMBREE SIGN CO INC	299939	REF PERMIT:28301 LITTLE MACK	BS16003	4/21/16	100.00
101	272000	BUILD BOND	FOUNDATION SYSTEMS OF MICHIGAN	299786	BOND REFUND - 20226 ROSEDALE	BB16079	4/14/16	500.00
101	272000	BUILD BOND	FOUNDATION SYSTEMS OF MICHIGAN	299786	BOND REFUND - 29109 MANHATTAN	BB15282	4/14/16	500.00
101	272000	BUILD BOND	FOUNDATION SYSTEMS OF MICHIGAN	299786	BOND REFUND - 31500 SHARE	BB15264	4/14/16	500.00
101	272000	BUILD BOND	FOUNDATION SYSTEMS OF MICHIGAN	299946	REF PERMIT:29109 MANHATTAN	BINS1601	4/21/16	300.00
101	272000	BUILD BOND	FOUNDATION SYSTEMS OF MICHIGAN	299946	REF PERMIT:24116 GREATER MACK	BB15273	4/21/16	500.00
101	272000	BUILD BOND	FOUNDATION SYSTEMS OF MICHIGAN	299946	REF PERMIT:29109 MANHATTAN	BPV1601	4/21/16	600.00
101	272000	BUILD BOND	GALAXY SIGN & HOISTING	299788	BOND REFUND - 31600 HARPER	BS16001	4/14/16	100.00
101	272000	BUILD BOND	GALAXY SIGN & HOISTING	299949	REF PERMIT:23981 HARPER	BS16004	4/21/16	100.00
101	272000	BUILD BOND	ROBERT GRAMMATICO	299795	BOND REFUND - 21621 EVERGREEN	BB14129	4/14/16	500.00
101	272000	BUILD BOND	HALEY LAW FIRM PLC	299954	REF PERMIT:21060 14 MILE/T-M	BB16027	4/21/16	500.00
101	272000	BUILD BOND	HARTFORD ROOFING & SIDING CO	299958	REF PERMIT:30600 HARPER	BB16084	4/21/16	500.00
101	272000	BUILD BOND	HOME INSPECTION PLUS INC	299963	REF PERMIT:22461 LOUISE	BB16036	4/21/16	500.00
101	272000	BUILD BOND	KOPKE HOME ENHANCEMENT INC	299975	REF PERMIT:22000 MAPLE	BB15233	4/21/16	500.00
101	272000	BUILD BOND	KOPKE HOME ENHANCEMENT INC	299975	REF PERMIT:22000 MAPLE	BB15281	4/21/16	500.00
101	272000	BUILD BOND	MANDO CONSTRUCTION LLC	299817	BOND REFUND - 31515 SHARE	BB16062	4/14/16	500.00
101	272000	BUILD BOND	MICHIGAN HARBOR PROP LLCP	299826	BOND REFUND 24530 JEFFERSON BLDG F	BSE1602	4/14/16	200.00
101	272000	BUILD BOND	MIDPOINT CONSTRUCTION	299996	REF PERMIT:22319 WINSHALL	BB15095	4/21/16	500.00
101	272000	BUILD BOND	MLS SIGNS INC	299999	REF PERMIT:21714 HARPER	BS15042	4/21/16	100.00
101	272000	BUILD BOND	NEW DESIGN CONSTRUCTION CORP	299832	BOND REFUND - 32008 ST MARGARET	BSE1417	4/14/16	200.00
101	272000	BUILD BOND	NEW DESIGN CONSTRUCTION CORP	299832	BOND REFUND - 32012 ST MARGARET	BSE1419	4/14/16	200.00
101	272000	BUILD BOND	PELLA WINDOW AND DOOR CO	299839	BOND REFUND - 22458 ST CLAIR	BB16059	4/14/16	500.00
101	272000	BUILD BOND	POWER HOME REMODELING GROUP	299845	BOND REFUND - 22609 ARCADIA	BB16048	4/14/16	500.00
101	272000	BUILD BOND	ROBERT CLANCY CONTRACTING INC	300011	REF PERMIT:23709 HARPER	BD1504	4/21/16	1,500.00
101	272000	BUILD BOND	RUSSELL INVESTMENT	300013	REF PERMIT:24923 RITA	BSE1544	4/21/16	200.00
101	272000	BUILD BOND	RUSSELL INVESTMENT	300013	REF PERMIT:24925 RITA	BSE1543	4/21/16	200.00
101	272000	BUILD BOND	RUSSELL INVESTMENT	300013	REF PERMIT:24923 RITA	BN15036	4/21/16	1,000.00
101	272000	BUILD BOND	RUSSELL INVESTMENT	300013	REF PERMIT:24925 RITA	BN15035	4/21/16	1,000.00
101	272000	BUILD BOND	RUSTIC ROOT LLC	300014	REF PERMIT:21501 HARPER	BS16010	4/21/16	100.00
101	272000	BUILD BOND	SIGN FABRICATORS	300023	REF PERMIT:30116 HARPER STE 1	BS15037	4/21/16	100.00
101	272000	BUILD BOND	STONIK SERVICES LLC	299867	BOND REFUND - 21514 HARPER	BB16041	4/14/16	500.00
101	272000	BUILD BOND	VINYL GRAPHIX INC	300040	REF PERMIT:24601 JEFFERSON	BB15048	4/21/16	100.00
101	272000	BUILD BOND	WALLSIDE INC	299881	BOND REFUND - 22123 VIOLET	BB16024	4/14/16	500.00
101	272000	BUILD BOND	WALLSIDE INC	299881	BOND REFUND 24621 CUBBERNESS	BB16043	4/14/16	500.00
101	272000	BUILD BOND	WEATHERSEAL HOME IMPROVEMENT	300042	REF PERMIT:27812 FLORENCE	BB16087	4/21/16	500.00

CITY OF ST. CLAIR SHORES
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FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
101	280000	DUE TO ST	STATE OF MICHIGAN-TREAS	2612	MI SALES TAX & W/H - MARCH 2016	105607	4/11/16	-6.00
101	280500	DEPS-SEXOF	STATE OF MICHIGAN	300031	SEX OFFENDER REG	551-462504	4/21/16	570.00
101	280500	DEPS-SEXOF	STATE OF MICHIGAN	300031	SEX OFFENDER REG	551-461039	4/21/16	630.00
101	280500	DEPS-SEXOF	STATE OF MICHIGAN	300031	SEX OFFENDER REG	551-465005	4/21/16	690.00
101	280600	DEPS-FINGE	STATE OF MICHIGAN	299864	LIVE SCAN	551-464768	4/14/16	716.00
					TOTAL GENERAL FUND B/S			**391,475.65**
GENERAL REVENUE								
101100	600000	REC REV	JESSICA GORDON	299793	PARK PERMIT RESERVATION PRICE ADJUSTMI	105889	4/14/16	50.00
101100	600490	WATERFRONT	STATE OF MICHIGAN-TREAS	2612	MI SALES TAX & W/H - MARCH 2016	105607	4/11/16	16.50
101100	604400	SPECIAL EV	HOCKEY WEEKLY	299961	1 COPY SOLD	22038	4/21/16	1.25
101100	630010	ROW INSPEC	FOUNDATION SYSTEMS OF MICHIGAN	299946	REF PERMIT:29109 MANHATTAN	BINS1601	4/21/16	-70.00
101100	630370	SVCS-CDI	MICHIGAN HARBOR PROP LLCP	299826	BOND REFUND - 24530 JEFFERSON BLDG F	BINS1603	4/14/16	-1,470.00
101100	635700	REF-AMBULA	CLARENCE WOYCIK	299887	REISSUE CK #246692	105571	4/14/16	469.59
101100	637000	OUIL	40TH DISTRICT COURT	299724	COURT FILING FEES	105642	4/14/16	210.00
101100	637000	OUIL	40TH DISTRICT COURT	299890	COURT FILING FEES	106023	4/21/16	39.00
101100	695000	MISC	JONATHAN HUBBARD	299889	PR DIR DEP REJ-BANK ACCT CLOSED	4/14/16	4/15/16	507.98
					TOTAL GENERAL REVENUE			**-245.68**
COUNCIL								
101101	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	132.83
					TOTAL COUNCIL			**132.83**
CITY MANAGER								
101170	740000	OFFICE SUP	PETTY CASH	299841	TREASURER'S OFFICE	105655	4/14/16	9.80
101170	810000	SERVICES	PSYBUS INC	300007	NEW HIRE PSYCH	15874	4/21/16	585.00
101170	810000	SERVICES	PSYBUS INC	300007	PSYCHOLOGICAL EVAL	15885	4/21/16	585.00
101170	850000	PHONE&COMM	AT&T	299735	PRI LINES	586R0119180416	4/14/16	85.34
101170	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	125.45
					TOTAL CITY MANAGER			**1,390.59**
FINANCE								
101201	850000	PHONE&COMM	AT&T	299735	PRI LINES	586R0119180416	4/14/16	180.15
101201	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	32.65
101201	860000	TRANSP.	PETTY CASH	299841	TREASURER'S OFFICE	105655	4/14/16	34.45
101201	900000	PRINTING	METCOM INC	299823	INVOICE STOCK	95639	4/14/16	813.24
101201	900000	PRINTING	METCOM INC	299993	PRESSURE SEAL CHECK STOCK	95633	4/21/16	1,663.06
					TOTAL FINANCE			**2,723.55**
CITY ATTORNEY								
101210	810000	SERVICES	KIRK HUTH LANGE & BADALAMENTI P.L.C.	299972	LEGAL FEES-MAR 2016	77556	4/21/16	1,573.80
101210	815000	ATTY OTHER	IHRIE O'BRIEN PC	299966	LEGAL FEES-MAR 2016	106111	4/21/16	18,751.89
					TOTAL CITY ATTORNEY			**20,325.69**
CLERK/ELECTIONS								
101215	740000	OFFICE SUP	KONICA MINOLTA ALBIN INC	299810	COPIER USE - MARCH 2016	239141340	4/14/16	133.25

CITY OF ST. CLAIR SHORES
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FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
101215	740000	OFFICE SUP	PETTY CASH	299841	TREASURER'S OFFICE	105655	4/14/16	51.20
101215	750000	OPER-SUPP	PRINTING SYSTEMS INC	299847	ELECTION BALLOTS	94723	4/14/16	203.83
101215	750000	OPER-SUPP	PRINTING SYSTEMS INC	300006	ELECTION BALLOTS	94911	4/21/16	142.90
101215	750000	OPER-SUPP	PRINTING SYSTEMS INC	300006	ELECTION BALLOTS	94968	4/21/16	725.44
101215	810000	SERVICES	ELECTION SYSTEMS & SOFTWARE	299777	PROG MEMORY CARDS	960370	4/14/16	1,281.00
101215	810000	SERVICES	CHARMAINE MARSACK	299819	GENERAL ELECTION	105561	4/14/16	216.00
101215	850000	PHONE&COMM	AT&T	299735	PRI LINES	586R0119180416	4/14/16	154.42
101215	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	47.51
101215	900000	PRINTING	21ST CENTURY MEDIA	299723	ADS	105627	4/14/16	2,902.40
101215	900000	PRINTING	C&G PUBLISHING CO	299746	ADS	0656277-IN	4/14/16	224.00
101215	900000	PRINTING	C&G PUBLISHING CO	299746	ADS	0655879-IN	4/14/16	416.00
101215	900000	PRINTING	C&G PUBLISHING CO	299911	ADS-CC AGENDA	0657263-IN	4/21/16	208.00
101215	930000	REP&MNT	ELECTION SYSTEMS & SOFTWARE	299777	PROG MEMORY CARDS	962156	4/14/16	2,904.80
					TOTAL CLERK/ELECTIONS			**9,610.75**
ASSESSING								
101241	740000	OFFICE SUP	TERI SOCIA	299862	BOR MEALS, TONER CARTRIDGE, ACCESS FOR	105833	4/14/16	61.47
101241	810000	SERVICES	PETTY CASH	299841	TREASURER'S OFFICE	105655	4/14/16	13.00
101241	810000	SERVICES	TERI SOCIA	299862	BOR MEALS, TONER CARTRIDGE, ACCESS FOR	105833	4/14/16	105.00
101241	850000	PHONE&COMM	AT&T	299735	PRI LINES	586R0119180416	4/14/16	77.21
101241	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	97.51
101241	950000	MISC	TERI SOCIA	299862	BOR MEALS, TONER CARTRIDGE, ACCESS FOR	105833	4/14/16	126.80
					TOTAL ASSESSING			**480.99**
GENERAL GOVERNMENT								
101253	850000	PHONE&COMM	AT&T	299735	PRI LINES	586R0119180416	4/14/16	85.34
101253	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	31.98
					TOTAL GENERAL GOVERNMENT			**117.32**
BOARDS/COMMISSIONS								
101255	701000	WAGES	JAMES A ADZIGIAN	299891	OPAC COMMITTEE	105971	4/21/16	45.00
101255	701000	WAGES	ERIK ANDERSON	299892	COMMUNICATIONS COMMISSION	105957	4/21/16	15.00
101255	701000	WAGES	LILLIAN BATE	299898	P&R COMMISSION	105983	4/21/16	45.00
101255	701000	WAGES	C. THERESA BERTOLINI	299901	HISTORICAL COMMISSION	105963	4/21/16	30.00
101255	701000	WAGES	LEE BERTOLO	299902	BEAUTIFICATION COMMISSION	105946	4/21/16	45.00
101255	701000	WAGES	LEE BERTOLO	299902	ZONING BOARD OF APPEALS	105936	4/21/16	45.00
101255	701000	WAGES	GLENDA BOBOLTS	299904	OPAC COMMITTEE	105972	4/21/16	45.00
101255	701000	WAGES	MARY BOHNHOFF	299905	OPAC COMMITTEE	105973	4/21/16	45.00
101255	701000	WAGES	MICHAEL BOJALAD	299906	PLANNING COMMISSION	105917	4/21/16	45.00
101255	701000	WAGES	THOMAS BUDNICK	299909	ZONING BOARD OF APPEALS	105937	4/21/16	45.00
101255	701000	WAGES	DAVID BURNS	299910	PLANNING COMMISSION	105918	4/21/16	15.00
101255	701000	WAGES	MAUREEN CHABOT	299915	OPAC COMMITTEE	105974	4/21/16	45.00
101255	701000	WAGES	JOHN CILLUFFO	299916	HISTORICAL COMMISSION	105964	4/21/16	30.00

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101255	701000	WAGES	MARY CIPRIANO	299918	OPAC COMMITTEE	105975	4/21/16	45.00
101255	701000	WAGES	JOSEPH E CLAYCOMB	299919	WATER RESOURCE BOARD	105928	4/21/16	15.00
101255	701000	WAGES	LILLIAN CLAYCOMB	299920	BEAUTIFICATION COMMISSION	105947	4/21/16	45.00
101255	701000	WAGES	MATTHEW CRIPPEN	299921	P&R COMMISSION	105984	4/21/16	45.00
101255	701000	WAGES	DOUGLAS DAMM	299922	P&R COMMISSION	105985	4/21/16	45.00
101255	701000	WAGES	WARREN DANFORD	299923	WATER RESOURCE BOARD	105929	4/21/16	15.00
101255	701000	WAGES	CHRISTINE DENBAAS	299924	BEAUTIFICATION COMMISSION	105948	4/21/16	30.00
101255	701000	WAGES	EMIL DEPASQUALE	299925	OPAC COMMITTEE	105976	4/21/16	45.00
101255	701000	WAGES	DANIEL E DESANTIS	299926	P&R COMMISSION	105986	4/21/16	30.00
101255	701000	WAGES	MICHAEL DESCAMPS	299927	PLANNING COMMISSION	105919	4/21/16	60.00
101255	701000	WAGES	RONALD DEST	299928	WATER RESOURCE BOARD	105930	4/21/16	15.00
101255	701000	WAGES	SHIRLEY DEVINE	299929	COMMUNICATIONS COMMISSION	105958	4/21/16	30.00
101255	701000	WAGES	PAUL DOPPKE	299930	PLANNING COMMISSION	105920	4/21/16	45.00
101255	701000	WAGES	NADINE DUCHAINE	299933	HISTORICAL COMMISSION	105965	4/21/16	30.00
101255	701000	WAGES	JUDITH M EGGLY	299935	LIBRARY BOARD	105943	4/21/16	45.00
101255	701000	WAGES	PAUL E ELLIS	299937	P&F CIVIL SERVICE COMMISSION	105993	4/21/16	15.00
101255	701000	WAGES	THERESA ELLIS	299779	REISSUE CK #247190	105568	4/14/16	15.00
101255	701000	WAGES	THERESA ELLIS	299779	REISSUE CK #247815	105567	4/14/16	15.00
101255	701000	WAGES	THERESA ELLIS	299779	REISSUE OF CK #239431	105911	4/14/16	30.00
101255	701000	WAGES	KENNETH ELSEY	299938	BEAUTIFICATION COMMISSION	105949	4/21/16	30.00
101255	701000	WAGES	AL FINCHAM	299943	WATER RESOURCE BOARD	105931	4/21/16	15.00
101255	701000	WAGES	MARK FOSTER	299944	ZONING BOARD OF APPEALS	105938	4/21/16	15.00
101255	701000	WAGES	DANNY FREZZA	299947	LIBRARY BOARD	105944	4/21/16	45.00
101255	701000	WAGES	ROMAN HAMMES	299955	OPAC COMMITTEE	105977	4/21/16	45.00
101255	701000	WAGES	MICHAEL HANSEN	299956	OPAC COMMITTEE	105978	4/21/16	30.00
101255	701000	WAGES	KATHRYN HANSON	299957	PLANNING COMMISSION	105921	4/21/16	45.00
101255	701000	WAGES	KAREN L HEFFERAN	299959	BEAUTIFICATION COMMISSION	105950	4/21/16	45.00
101255	701000	WAGES	ROBERT HISON	299960	PLANNING COMMISSION	105922	4/21/16	60.00
101255	701000	WAGES	JANET HORAN	299964	HISTORICAL COMMISSION	105966	4/21/16	30.00
101255	701000	WAGES	BRANDON T JOHNSON	299968	PLANNING COMMISSION	105923	4/21/16	45.00
101255	701000	WAGES	JOHN E JONASSEN	299969	P&R COMMISSION	105987	4/21/16	30.00
101255	701000	WAGES	EDWARD JONES	299970	PLANNING COMMISSION	105924	4/21/16	45.00
101255	701000	WAGES	CAROL KAPUSNAK	299971	OPAC COMMITTEE	105979	4/21/16	30.00
101255	701000	WAGES	FRANK KIRK	299973	P&F CIVIL SERVICE COMMISSION	105994	4/21/16	15.00
101255	701000	WAGES	JOE KOSIARA	299976	BEAUTIFICATION COMMISSION	105951	4/21/16	30.00
101255	701000	WAGES	JOSEPH A KOWALSKI	299977	P&R COMMISSION	105988	4/21/16	45.00
101255	701000	WAGES	ROBERT KROMPATIC	299978	WATER RESOURCE BOARD	105932	4/21/16	15.00
101255	701000	WAGES	JOHN LANGE	299980	BEAUTIFICATION COMMISSION	105952	4/21/16	15.00
101255	701000	WAGES	MARIANNE LANGLOIS	299981	OPAC COMMITTEE	105980	4/21/16	30.00
101255	701000	WAGES	BILL LINCE	299983	ZONING BOARD OF APPEALS	105939	4/21/16	30.00

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101255	701000	WAGES	DIANA LINCE	299984	BEAUTIFICATION COMMISSION	105953	4/21/16	30.00
101255	701000	WAGES	MARGARET MAISON	299988	HISTORICAL COMMISSION	105967	4/21/16	15.00
101255	701000	WAGES	NICOLE MANGIS	299989	PLANNING COMMISSION	105925	4/21/16	30.00
101255	701000	WAGES	DAVID MARTIN	299990	COMMUNICATIONS COMMISSION	105959	4/21/16	15.00
101255	701000	WAGES	JEFFERY MAZZENGA	299991	PLANNING COMMISSION	105926	4/21/16	45.00
101255	701000	WAGES	EUGENE MEYER	299994	OPAC COMMITTEE	105981	4/21/16	30.00
101255	701000	WAGES	DUANE J MICHNO	299995	ZONING BOARD OF APPEALS	105940	4/21/16	45.00
101255	701000	WAGES	EILEEN MISKIEWICZ	299998	BEAUTIFICATION COMMISSION	105954	4/21/16	45.00
101255	701000	WAGES	MICHAEL MONAGHAN	300000	WATER RESOURCE BOARD	105933	4/21/16	15.00
101255	701000	WAGES	MARY ANN MOTYKA	300001	BEAUTIFICATION COMMISSION	105955	4/21/16	30.00
101255	701000	WAGES	SHAWN NICHOLSON	300002	P&R COMMISSION	105989	4/21/16	30.00
101255	701000	WAGES	DANA PALADINO	300003	P&R COMMISSION	105990	4/21/16	30.00
101255	701000	WAGES	DENISE PECHERSKI	300004	BEAUTIFICATION COMMISSION	105956	4/21/16	45.00
101255	701000	WAGES	ROBERT J PYLAR	300008	P&R COMMISSION	105991	4/21/16	30.00
101255	701000	WAGES	DIANA RASCANO	300009	COMMUNICATIONS COMMISSION	105960	4/21/16	30.00
101255	701000	WAGES	GEORGE RECOR	300010	COMMUNICATIONS COMMISSION	105961	4/21/16	30.00
101255	701000	WAGES	STEVEN P SCAVONE	300016	ZONING BOARD OF APPEALS	105941	4/21/16	45.00
101255	701000	WAGES	DAVID SCHELOSKY	300017	PLANNING COMMISSION	105927	4/21/16	60.00
101255	701000	WAGES	GLENN SEXTON	300019	WATER RESOURCE BOARD	105934	4/21/16	100.00
101255	701000	WAGES	JERRY SIELAGOSKI	300022	HISTORICAL COMMISSION	105968	4/21/16	30.00
101255	701000	WAGES	MONIE R SMITH	300025	LIBRARY BOARD	105945	4/21/16	45.00
101255	701000	WAGES	JEANNE C SRIGLEY	300029	HISTORICAL COMMISSION	105969	4/21/16	30.00
101255	701000	WAGES	JOE ST JOHN	300030	WATER RESOURCE BOARD	105935	4/21/16	15.00
101255	701000	WAGES	DAVID CHAVIS	300032	P&F CIVIL SERVICE COMMISSION	105992	4/21/16	15.00
101255	701000	WAGES	PETER G STELLAS	300033	ZONING BOARD OF APPEALS	105942	4/21/16	45.00
101255	701000	WAGES	MARY CATHERINE VANDEGRAAF	300038	HISTORICAL COMMISSION	105970	4/21/16	30.00
101255	701000	WAGES	SUSANN ZANONI	300044	OPAC COMMITTEE	105982	4/21/16	30.00
101255	701000	WAGES	KATHLEEN ZENISEK	300045	COMMUNICATIONS COMMISSION	105962	4/21/16	30.00
101255	810000	SERVICES	STEVEN M FOULKROD	299785	MULTIMEDIA PRODUCER	10037	4/14/16	1,184.48
101255	810000	SERVICES	STEVEN M FOULKROD	299945	MULTIMEDIA PRODUCER	10038	4/21/16	1,107.24
101255	810000	SERVICES	PETTY CASH	299841	TREASURER'S OFFICE	105655	4/14/16	59.84
101255	810000	SERVICES	PETTY CASH	299841	TREASURER'S OFFICE	105655	4/14/16	107.28
101255	810000	SERVICES	REBECCA SPADA	299863	COMMUNICATIONS ASSISTANT	12039	4/14/16	542.81
101255	810000	SERVICES	REBECCA SPADA	300027	COMMUNICATIONS ASST	12040	4/21/16	577.83
101255	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	39.69
101255	950510	MSC PARADE	CHERYL FURDOS	299787	OFFICE SUPPLIES	105731	4/14/16	11.65
101255	950510	MSC PARADE	MARY BETH OKRAY	299834	OFFICE SUPPLIES	105732	4/14/16	38.16
					TOTAL BOARDS/COMMISSIONS			**6,438.98**
INFORMATION SYSTEMS								
101258	850000	PHONE&COMM	AT&T	299735	PRI LINES	586R0119180416	4/14/16	69.08

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101258	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	182.31
					TOTAL INFORMATION SYSTEMS			**251.39**
BUILDING MAINTENANCE								
101266	750000	OPER-SUPP	CINTAS CORP	299750	MATS	031703352	4/14/16	18.50
101266	850000	PHONE&COMM	AT&T	299735	PRI LINES	586R0119180416	4/14/16	17.61
101266	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	70.87
101266	920003	EDISON	DTE ENERGY	299931	27600 JEFFERSON	106125	4/21/16	4,264.16
101266	930000	REP&MNT	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0509-0	0109608	4/14/16	347.50
101266	930000	REP&MNT	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0509-0	0109201	4/14/16	869.60
101266	930000	REP&MNT	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0509-0	0108878	4/14/16	901.50
101266	930000	REP&MNT	ELEVATOR TECHNOLOGY INC	299778	QUARTERLY MAINTENANCE	16-96530	4/14/16	90.00
101266	930000	REP&MNT	GRAINGER W W	299794	CITY HALL	9072585723	4/14/16	236.16
101266	930000	REP&MNT	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	120.47
101266	930000	REP&MNT	PETTY CASH	299841	TREASURER'S OFFICE	105655	4/14/16	2.12
101266	930000	REP&MNT	ROOF RESTORATION TECHNOLOGIES	300012	ROOF REPAIRS-CITY HALL	23135	4/21/16	650.00
101266	930000	REP&MNT	MATTHEW KNOCHE	299878	KEYS	3208	4/14/16	7.50
101266	930000	REP&MNT	MATTHEW KNOCHE	299878	KEYS	3219	4/14/16	489.54
					TOTAL BUILDING MAINTENANCE			**8,085.53**
POLICE								
101300	740000	OFFICE SUP	KONICA MINOLTA ALBIN INC	299810	COPIER OVERAGES	9002292787	4/14/16	27.53
101300	740000	OFFICE SUP	KONICA MINOLTA ALBIN INC	299810	COPIER OVERAGES	239027748	4/14/16	71.99
101300	740000	OFFICE SUP	SAM'S CLUB-GECF	300015	SUPPLIES	106117	4/21/16	89.72
101300	740100	OS-POSTAGE	PETTY CASH	299842	POLICE DEPARTMENT	105676	4/14/16	18.44
101300	750000	OPER-SUPP	CINTAS CORP	299917	JAIL CELL CLEANING	K11175048	4/21/16	197.08
101300	750000	OPER-SUPP	DOUGLAS THE TAILOR	299770	UNIFORMS	407532	4/14/16	339.70
101300	750000	OPER-SUPP	EMBROIDERY & MUCH MORE	299780	UNIFORMS	37175	4/14/16	72.00
101300	750000	OPER-SUPP	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	446.57
101300	750000	OPER-SUPP	J L GEISLER CORP	299804	STAMP	02016139	4/14/16	34.25
101300	750000	OPER-SUPP	METCOM INC	299823	THERMAL ROLLS	95632	4/14/16	996.00
101300	750000	OPER-SUPP	PETTY CASH	299842	POLICE DEPARTMENT	105676	4/14/16	86.76
101300	750000	OPER-SUPP	QUICKMEDICAL	299849	BLANKETS/PRISONERS	340368	4/14/16	178.08
101300	810000	SERVICES	ELITE TRAUMA CLEAN UP INC	299936	MEDICAL WASTE DISPOSAL	MW081-0416	4/21/16	35.00
101300	810000	SERVICES	MACOMB COUNTY FINANCE OFFICE	299816	ACO SERVICES	AR160242	4/14/16	7,333.33
101300	810000	SERVICES	PETTY CASH	299842	POLICE DEPARTMENT	105676	4/14/16	235.66
101300	920003	EDISON	DTE ENERGY	299931	27600 JEFFERSON	106125	4/21/16	4,264.16
101300	920003	EDISON	DTE ENERGY COMPANY	299932	21520 MAXINE	3395392MAR16	4/21/16	42.50
101300	930000	REP&MNT	CARSHINE INC.	299748	CAR DETAILING #608	6157	4/14/16	65.00
101300	930000	REP&MNT	FOUR SEASONS CAR WASH	299870	CAR WASHES	105763	4/14/16	280.00
101300	940000	RENTALS	PETTY CASH	299842	POLICE DEPARTMENT	105676	4/14/16	15.00
					TOTAL POLICE			**14,828.77**

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FIRE								
101340	740000	OFFICE SUP	KONICA MINOLTA ALBIN INC	299810	MONTHLY COPIER METER FEE	9002297639	4/14/16	31.58
101340	750000	OPER-SUPP	ARGUS HAZCO SUPPLY CO	299895	SCBA REPAIR	04105719	4/21/16	270.00
101340	750000	OPER-SUPP	ARGUS HAZCO SUPPLY CO	299895	FACE MASKS	04104748	4/21/16	1,082.34
101340	750340	SUP-ALS	LABSOURCE INC	299811	ALS GLOVES	968063	4/14/16	888.00
101340	850000	PHONE&COMM	AT&T	299735	NORTH FIRE PHONE 4/1-4/30/16	58629408800416	4/14/16	41.54
101340	850000	PHONE&COMM	MACOMB COUNTY FINANCE OFFICE	299985	RADIO REPAIR	AR160300	4/21/16	661.26
101340	850000	PHONE&COMM	VERIZON WIRELESS	299879	3 MODEMS	9762910762	4/14/16	21.23
101340	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	247.73
101340	930000	REP&MNT	APOLLO FIRE APPARATUS RPR INC	299733	HURST TOOL REPAIR	45258	4/14/16	293.05
101340	930000	REP&MNT	APOLLO FIRE EQUIPMENT CO	299894	LITEBOX	92078	4/21/16	54.35
101340	930000	REP&MNT	STEVEN J MARONES	299756	GEAR AND EQUIPMENT REPAIRS	492106	4/14/16	234.00
101340	930000	REP&MNT	DERONNE HARDWARE & RENTAL INC	299765	ROPE FOR LADDERS	20161/2	4/14/16	8.75
101340	930000	REP&MNT	ELITE TRAUMA CLEAN UP INC	299936	BIO-WASTE PICK UP	MW073-0416	4/21/16	65.00
101340	930000	REP&MNT	ELITE TRAUMA CLEAN UP INC	299936	BIO-WASTE PICK UP	MW079-0416	4/21/16	65.00
101340	930000	REP&MNT	ELITE TRAUMA CLEAN UP INC	299936	BIO-WASTE PICKUP	MW082-0416	4/21/16	65.00
101340	930000	REP&MNT	LANDSCAPE SERVICES INC	299979	RODENT-31201 COUCHEZ	135369	4/21/16	32.00
101340	930000	REP&MNT	PETTY CASH	299841	TREASURER'S OFFICE	105655	4/14/16	1.85
101340	930000	REP&MNT	MATTHEW KNOCHE	299878	KEY RINGS	105769	4/14/16	35.70
101340	930065	BLDG REPAI	GRAINGER W W	299794	FUSES	9069224492	4/14/16	49.30
101340	950000	MISC	SHAWN GOLDIE	299791	TUITION REIMBURSEMENT	105650	4/14/16	60.00
					TOTAL FIRE			**4,207.68**
COMMUNITY DEVELOPMENT								
101370	740000	OFFICE SUP	METCOM INC	299823	ENVELOPES	95571	4/14/16	494.65
101370	810015	SVCS-BLIGH	BUILDING DECOMMISSION SERVICE LLC	299899	BLIGHT-22818 MAXINE	8698	4/21/16	250.00
101370	810020	CONINSBEPM	CITY OF ROSEVILLE	299751	PROFESSIONAL SERVICES - INSPECTIONS	1600022253	4/14/16	20,680.08
101370	810025	CON CE CLN	EXCEL LANDSCAPING LLC	299782	CLEAN-UP - 21510 HARPER	71601	4/14/16	35.00
101370	810025	CON CE CLN	EXCEL LANDSCAPING LLC	299782	CLEAN-UP - 20512 ERBEN	71597	4/14/16	117.00
101370	810025	CON CE CLN	EXCEL LANDSCAPING LLC	299782	CLEAN-UP - 28200 LITTLE MACK	71600	4/14/16	180.00
101370	810025	CON CE CLN	EXCEL LANDSCAPING LLC	299782	CLEAN-UP 21600 DOWNING	71599	4/14/16	204.00
101370	810025	CON CE CLN	EXCEL LANDSCAPING LLC	299782	CLEAN-UP - 20207 ELIZABETH	71598	4/14/16	219.00
101370	810025	CON CE CLN	EXCEL LANDSCAPING LLC	299941	CLEAN-UP-19715 SALISBURY	71604	4/21/16	117.00
101370	810030	CON RODENT	LANDSCAPE SERVICES INC	299813	RODENT CONTROL - 21529 BRYS	135342	4/14/16	26.00
101370	810030	CON RODENT	LANDSCAPE SERVICES INC	299813	RODENT CONTROL - 28026 ELMDALE	135367	4/14/16	26.00
101370	810030	CON RODENT	LANDSCAPE SERVICES INC	299979	RODENT CONTROL-21529 BRYS	135396	4/21/16	26.00
101370	810030	CON RODENT	LANDSCAPE SERVICES INC	299979	RODENT CONTROL-22818 MAXINE	135343	4/21/16	26.00
101370	810030	CON RODENT	LANDSCAPE SERVICES INC	299979	RODENT CONTROL-3 PROPS	135380	4/21/16	78.00
101370	810030	CON RODENT	LANDSCAPE SERVICES INC	299979	RODENT CONTROL-5 PROPS	135377	4/21/16	130.00
101370	810045	RENT INSPS	KEVIN STULTZ	299868	RENTAL INSPECTIONS	2191	4/14/16	815.50
101370	810045	RENT INSPS	KEVIN STULTZ	299868	RENTAL INSPECTIONS	2192	4/14/16	1,201.00

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101370	850000	PHONE&COMM	AT&T	299735	PRI LINES	586R0119180416	4/14/16	342.70
101370	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	337.90
101370	900000	PRINTING	C&G PUBLISHING CO	299746	ADS	0655879-IN	4/14/16	104.00
101370	900000	PRINTING	MASLIN CORPORATION	300024	STOP WORK ORDER	46109	4/21/16	145.23
101370	930000	REP&MNT	KONICA MINOLTA ALBIN INC	299810	CDI COPIER	9002292838	4/14/16	59.84
101370	930000	REP&MNT	PETTY CASH	299841	TREASURER'S OFFICE	105655	4/14/16	6.00
					TOTAL COMMUNITY DEVELOPMENT			**25,620.90**
DPW ADMINISTRATION								
101450	850000	PHONE&COMM	AT&T	299735	19800 PLEASANT	58677777350416	4/14/16	194.52
101450	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	101.86
101450	920006	WTR	WATER FUND	299883	19700 PLEASANT	2542800MAR16	4/14/16	4,780.99
101450	930000	REP&MNT	COSTCO	299758	OFFICE EQUIPMENT	609300005140	4/14/16	255.59
101450	930000	REP&MNT	FJF DOOR SALES CO INC	299784	GARAGE DOOR REPAIR	153576	4/14/16	704.10
101450	930000	REP&MNT	GRAINGER W W	299794	PRESSURE WASHER HOSE	9063384664	4/14/16	111.14
101450	930015	JANITORIAL	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031698041	4/14/16	47.84
101450	930015	JANITORIAL	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031703656	4/14/16	47.84
					TOTAL DPW ADMINISTRATION			**6,243.88**
PARKS & REC - ADMINISTRATION								
101701	850000	PHONE&COMM	AT&T	299735	20000 STEPHENS	58677345220316	4/14/16	31.76
101701	850000	PHONE&COMM	AT&T	299896	20000 STEPHENS	58677463090416	4/21/16	31.72
101701	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	119.50
101701	900000	PRINTING	C&G PUBLISHING CO	299746	ADS	0656347-IN	4/14/16	777.00
101701	900000	PRINTING	MASLIN CORPORATION	300024	BOAT RAMP TICKETS	45885	4/21/16	513.84
101701	900000	PRINTING	YP	299888	ADS	105783	4/14/16	59.00
101701	950880	AQUA FR EX	GILBERT'S HARDWARE	299790	LIGHTING FIXURES/INSTALL - ICE SCULPTURE	1478439	4/14/16	458.60
					TOTAL PARKS & REC - ADMINISTRATION			**1,991.42**
ARENA								
101703	750000	OPER-SUPP	JCR SUPPLY CO	299967	JANITORIAL	93347	4/21/16	172.56
101703	750000	OPER-SUPP	MFASCO HEALTH & SAFETY CO	299824	FIRST AID KIT	IN819351	4/14/16	11.46
101703	750000	OPER-SUPP	MFASCO HEALTH & SAFETY CO	299824	FIRST AID KIT	IN819698	4/14/16	22.23
101703	810000	SERVICES	CINTAS CORP	299750	MATTING	031703589	4/14/16	33.11
101703	810000	SERVICES	GREGORY PAUL WHITE	300018	REFEREES	16-041816	4/21/16	328.00
101703	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	59.16
101703	930000	REP&MNT	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	493.48
101703	930065	BLDG REPAI	MATTHEW KNOCHE	300037	INSTALL DOOR CLOSER	3235	4/21/16	208.75
					TOTAL ARENA			**1,328.75**
PARKS								
101705	750000	OPER-SUPP	BEAR PACKAGING & SUPPLY INC	299740	GARBAGE BAGS	70151	4/14/16	927.20
101705	750000	OPER-SUPP	BEAR PACKAGING & SUPPLY INC	299900	GARBAGE BAGS	70178	4/21/16	863.00
101705	750000	OPER-SUPP	BML SIGNS INC	299741	SIGNS	8950	4/14/16	155.00

CITY OF ST. CLAIR SHORES
INVOICE APPROVAL LIST BY FUND
Printed: 4/21/2016

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
101705	750000	OPER-SUPP	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	353.75
101705	750000	OPER-SUPP	MATTHEW KNOCHE	300037	PADLOCKS	3205	4/21/16	978.48
101705	810000	SERVICES	BOB'S SANITATION SERVICE INC	299742	PORTA POTTIES	A-113630	4/14/16	75.00
101705	810000	SERVICES	BOB'S SANITATION SERVICE INC	299903	PORTA POTTIES	A-113936	4/21/16	75.00
101705	810000	SERVICES	BOB'S SANITATION SERVICE INC	299903	PORTA POTTIES	A-113933	4/21/16	120.00
101705	810000	SERVICES	BOB'S SANITATION SERVICE INC	299903	PORTA POTTIES	A-113632	4/21/16	163.39
101705	810000	SERVICES	LAKE PRO INC	299812	POND SERVICES	16-0149	4/14/16	956.66
101705	850000	PHONE&COMM	AT&T	299734	MEMORIAL PARK GATE HOUSE	58629426900416	4/14/16	63.47
101705	850000	PHONE&COMM	AT&T	299735	BLOSSOM HEATH GATE HOUSE	586773724203	4/14/16	31.76
101705	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	82.67
101705	920003	EDISON	DTE ENERGY	299774	32520 JEFFERSON	8671586MAR16	4/14/16	62.97
101705	920006	WTR	WATER FUND	299883	20100 PLEASANT	2851100MAR16	4/14/16	15.49
101705	920006	WTR	WATER FUND	299883	24800 JEFFERSON C	1884200MAR16	4/14/16	15.49
101705	920006	WTR	WATER FUND	299883	24800 JEFFERSON A	2540200MAR16	4/14/16	130.32
101705	920006	WTR	WATER FUND	299883	20020 PLEASANT	2851300MAR16	4/14/16	217.99
101705	920006	WTR	WATER FUND	299883	20700 BRYS	2559200MAR16	4/14/16	733.42
101705	930000	REP&MNT	HALL'S NURSERY INC	299800	SOIL	1420	4/14/16	564.00
101705	930260	DOG PK REP	INTELLIGENT PRODUCTS INC	299803	MUTT MITTS	216826A	4/14/16	967.78
101705	950650	EXP-HLOFFM	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	289.13
					TOTAL PARKS			**7,841.97**
SENIOR CITIZEN ACTIVITY CENTER								
101706	810000	SERVICES	DANIELLE CANNON	299739	CHAIR YOGA FEB/MARCH 2016	105849	4/14/16	25.50
101706	810000	SERVICES	DANIELLE CANNON	299739	REISSUE CK #295236	105569	4/14/16	187.00
101706	810115	USDA MEAL	GORDON FOOD SERVICE	299792	USDA MEAL PROGRAM	876142695	4/14/16	41.49
101706	810115	USDA MEAL	GORDON FOOD SERVICE	299792	USDA MEAL PROGRAM	765081489	4/14/16	121.13
101706	810115	USDA MEAL	GORDON FOOD SERVICE	299792	USDA MEAL PROGRAM	765081582	4/14/16	230.11
101706	810115	USDA MEAL	GORDON FOOD SERVICE	299951	FOOD PROGRAM	765081400	4/21/16	19.98
101706	810115	USDA MEAL	GORDON FOOD SERVICE	299951	FOOD PROGRAM	765081652	4/21/16	43.30
101706	810115	USDA MEAL	GORDON FOOD SERVICE	299951	FOOD PROGRAM	876142868	4/21/16	90.40
101706	810115	USDA MEAL	GORDON FOOD SERVICE	299951	FOOD PROGRAM	765081736	4/21/16	301.06
101706	810115	USDA MEAL	PETTY CASH	299843	SENIOR CENTER	105834	4/14/16	218.66
101706	850111	PHONE-CDBG	AT&T	299896	20000 STEPHENS	58644519390416	4/21/16	20.67
101706	850111	PHONE-CDBG	AT&T	299896	SR ACTIVITY CTR	58644509960416	4/21/16	150.44
101706	850111	PHONE-CDBG	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	40.01
101706	850112	PHONE-BART	AT&T	299896	20000 STEPHENS	58644519390416	4/21/16	10.34
101706	850113	PHONE-SMRT	AT&T	299896	20000 STEPHENS	58644519390416	4/21/16	10.33
101706	850113	PHONE-SMRT	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	162.41
101706	860115	TRAN-USDA	ERIN M JUSTIN	299808	MILEAGE - JANUARY FEBRUARY MARCH 2016	105877	4/14/16	229.28
101706	930111	R&M-CDBG	ABEL ELECTRONICS INC	299725	TV REPLACEMENT	120881	4/14/16	249.99
101706	930111	R&M-CDBG	ALL-PRO EXERCISE	299729	REPAIR TREADMILL	82019	4/14/16	315.00

CITY OF ST. CLAIR SHORES
INVOICE APPROVAL LIST BY FUND
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FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
101706	930111	R&M-CDBG	CINTAS CORP	299917	MATS	031703590	4/21/16	25.97
101706	930111	R&M-CDBG	DOVER GREASE TRAPS, INC.	299771	GREASE TRAP SERVICE	2684556	4/14/16	76.00
101706	930111	R&M-CDBG	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	12.40
101706	930111	R&M-CDBG	SOULLIERE GARDEN CENTER INC	300026	UMBRELLA STANDS FOR BOCCE CTS	0477810	4/21/16	555.00
					TOTAL SENIOR CITIZEN ACTIVITY CENTER			**3,136.47**
INSURANCE								
101910	914000	UNEMPLY	MICHIGAN MUNICIPAL LEAGUE	299827	1ST QUARTER CONTRIBUTION	105632	4/14/16	1,426.60
					TOTAL INSURANCE			**1,426.60**
					TOTAL GENERAL FUND			**507,414.03**

MAJOR STREETS

MAJOR STREETS ACT 51

110455	803000	ROUT-MNT	CADILLAC ASPHALT INC	299747	PAVEMENT MATERIAL	285161	4/14/16	2,579.42
110455	803000	ROUT-MNT	USA BLUEBOOK	299877	WORK VESTS	899738	4/14/16	72.46
110455	805000	TRFFIC MNT	BML SIGNS INC	299741	SIGN MATERIAL	8962	4/14/16	412.50
110455	805000	TRFFIC MNT	DORNBOS SIGN & SAFETY INC	299768	SIGN MATERIAL	INV25743	4/14/16	104.85
110455	805000	TRFFIC MNT	DORNBOS SIGN & SAFETY INC	299768	SIGN MATERIAL	INV25742	4/14/16	443.60
110455	805000	TRFFIC MNT	MACOMB COUNTY DEPT OF ROADS	299815	TRAFFIC SIGNAL MAINT - FEB 2056	30230	4/14/16	8,396.81
					TOTAL MAJOR STREETS ACT 51			**12,009.64**
					TOTAL MAJOR STREETS			**12,009.64**

LOCAL STREETS

LOCAL STREETS EXPENSE

120451	750000	OPER-SUPP	USA BLUEBOOK	299877	WORK VESTS	899738	4/14/16	241.53
120451	808000	OFF-ACT51	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109588	4/14/16	-6,683.22
120451	808000	OFF-ACT51	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109588	4/14/16	-6,683.21
120451	808000	OFF-ACT51	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0108880	4/14/16	-3,393.00
120451	808000	OFF-ACT51	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0108880	4/14/16	-3,393.00
120451	808000	OFF-ACT51	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109203	4/14/16	-2,262.00
120451	808000	OFF-ACT51	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109203	4/14/16	-2,262.00
120451	808000	OFF-ACT51	BML SIGNS INC	299741	SIGN MATERIAL	8962	4/14/16	-550.00
120451	808000	OFF-ACT51	CADILLAC ASPHALT INC	299747	PAVEMENT MATERIAL	285161	4/14/16	-2,866.02
120451	808000	OFF-ACT51	DORNBOS SIGN & SAFETY INC	299768	SIGN MATERIAL	INV25742	4/14/16	-591.46
120451	808000	OFF-ACT51	DORNBOS SIGN & SAFETY INC	299768	SIGN MATERIAL	INV25743	4/14/16	-139.80
120451	808000	OFF-ACT51	MACOMB COUNTY DEPT OF ROADS	299815	TRAFFIC SIGNAL MAINT - FEB 2056	30230	4/14/16	-8,396.81
120451	808000	OFF-ACT51	USA BLUEBOOK	299877	WORK VESTS	899738	4/14/16	-241.53
120451	930025	COLD PATCH	CADILLAC ASPHALT INC	299747	PAVEMENT MATERIAL	285161	4/14/16	2,866.02
120451	930040	SIGN MATER	BML SIGNS INC	299741	SIGN MATERIAL	8962	4/14/16	550.00
120451	930040	SIGN MATER	DORNBOS SIGN & SAFETY INC	299768	SIGN MATERIAL	INV25743	4/14/16	139.80

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
120451	930040	SIGN MATER	DORNBOS SIGN & SAFETY INC	299768	SIGN MATERIAL	INV25742	4/14/16	591.46
120451	930045	TRAF SIG M	MACOMB COUNTY DEPT OF ROADS	299815	TRAFFIC SIGNAL MAINT - FEB 2056	30230	4/14/16	8,396.81
120451	980199	PAVING-VAR	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109203	4/14/16	2,262.00
120451	980199	PAVING-VAR	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0108880	4/14/16	3,393.00
120451	980199	PAVING-VAR	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109588	4/14/16	6,683.21
120451	980258	R&R CDBG	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109203	4/14/16	2,262.00
120451	980258	R&R CDBG	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0108880	4/14/16	3,393.00
120451	980258	R&R CDBG	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109588	4/14/16	6,683.22
					TOTAL LOCAL STREETS EXPENSE			**0.00**
LOCAL STREETS ACT 51								
120455	803000	ROUT-MNT	CADILLAC ASPHALT INC	299747	PAVEMENT MATERIAL	285161	4/14/16	286.60
120455	803000	ROUT-MNT	USA BLUEBOOK	299877	WORK VESTS	899738	4/14/16	169.07
120455	805000	TRFFIC MNT	BML SIGNS INC	299741	SIGN MATERIAL	8962	4/14/16	137.50
120455	805000	TRFFIC MNT	DORNBOS SIGN & SAFETY INC	299768	SIGN MATERIAL	INV25743	4/14/16	34.95
120455	805000	TRFFIC MNT	DORNBOS SIGN & SAFETY INC	299768	SIGN MATERIAL	INV25742	4/14/16	147.86
120455	980000	CAP OUTLAY	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109203	4/14/16	2,262.00
120455	980000	CAP OUTLAY	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0108880	4/14/16	3,393.00
120455	980000	CAP OUTLAY	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109588	4/14/16	6,683.22
120455	989000	CONSTRUC	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109203	4/14/16	2,262.00
120455	989000	CONSTRUC	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0108880	4/14/16	3,393.00
120455	989000	CONSTRUC	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0511-0	0109588	4/14/16	6,683.21
					TOTAL LOCAL STREETS ACT 51			**25,452.41**
					TOTAL LOCAL STREETS			**25,452.41**
CAP PROJ-COURT BLDG FUND								
CAP PROJ-COURT BLDG EXPENSES								
130140	810130	MOVING	CTS-UNITEL	299759	SERVICE - CARD READERS	CW19419	4/14/16	721.50
					TOTAL CAP PROJ-COURT BLDG EXPENSES			**721.50**
					TOTAL CAP PROJ-COURT BLDG FUND			**721.50**
COMMUNITY DEVELOP. BLOCK GRANT								
CDBG PLANNING								
160801	714080	PLANNING S	CARLISLE WORTMAN ASSOCIATES INC	299913	MASTER PLAN UPDATE	2139262	4/21/16	525.00
160801	715010	HOME REHAB	ETC ENVIRONMENTAL SERVICES	299940	27916 NIEMAN-LEAD INSPECTION	52158	4/21/16	405.00
160801	715010	HOME REHAB	MACOMB COUNTY REG OF DEEDS	299986	23100 MASONIC-LIEN PROPERTY	106129	4/21/16	17.00
160801	716030	SEN CHORE	MCCSA	299992	PRGM SVCS:JAN-MAR 2016	106074	4/21/16	1,991.25
160801	716040	CARE HOUSE	CARE HOUSE	299912	REIMBURSE-FORENSIC INTERVIEW	106075	4/21/16	1,650.00
160801	716090	ADMIN	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	32.50
160801	716300	WARM CTR	MACOMB COUNTY WARMING CENTER INC	299987	HOMELESS CENTER OP ASSIST	106077	4/21/16	3,000.00

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
					TOTAL CDBG PLANNING			7,620.75
					TOTAL COMMUNITY DEVELOP. BLOCK GRANT			**7,620.75**
FAMILY RENTAL PROGRAM								
FAMILY RENTAL EXPENSE								
161802	810000	SERVICES	EXCEL LANDSCAPING LLC	299942	22335 COLONY-GRASS CUTTING	71607	4/21/16	23.50
161802	920000	UTILITIES	WATER FUND	300041	22335 COLONY	749700MAR16	4/21/16	24.01
161802	930000	REP&MNT	GREAT DANE HEATING & AIR CONDITIONI	299952	21600 BON HEUR-FURNACE	H-2206	4/21/16	169.90
161802	930000	REP&MNT	GREAT DANE HEATING & AIR CONDITIONI	299953	21600 BON HEUR-FURNACE	118535	4/21/16	80.00
161802	930000	REP&MNT	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	-30.00
161802	930000	REP&MNT	UNIVERSAL PLUMBING AND SEWER	300036	21600 BON HEUR-SEWER CLEANING	0000005026	4/21/16	145.00
					TOTAL FAMILY RENTAL EXPENSE			412.41
					TOTAL FAMILY RENTAL PROGRAM			**412.41**
DEBT SERVICE								
DEBT SERVICE EXPENSE								
210900	960000	CTRB-OTHER	WAYNE COUNTY DEPT OF ENVIRON	299884	MILK RIVER DRAINAGE	283879	4/14/16	133.00
210900	992500	FEES & MT	WAYNE COUNTY DEPT OF ENVIRON	299884	MILK RIVER DRAINAGE	283879	4/14/16	2,803.50
					TOTAL DEBT SERVICE EXPENSE			2,936.50
					TOTAL DEBT SERVICE			**2,936.50**
POLICE & FIRE ACT 345 FUND								
POLICE & FIRE ACT 345 EXPENDIT								
211253	720002	FRINGE-PF	CMS MEDICARE INSURANCE	299754	382344278M	105621	4/14/16	581.50
211253	720002	FRINGE-PF	CMS MEDICARE INSURANCE	299755	367364050M	105624	4/14/16	581.50
					TOTAL POLICE & FIRE ACT 345 EXPENDIT			1,163.00
					TOTAL POLICE & FIRE ACT 345 FUND			**1,163.00**
SANITATION FUND								
SANITATION REVENUES								
226100	695520	SAN CARTS	STATE OF MICHIGAN-TREAS	2612	MI SALES TAX & W/H - MARCH 2016	105607	4/11/16	307.90
					TOTAL SANITATION REVENUES			307.90
SANITATION EXPENDITURES								
226520	810000	SERVICES	J. H. HART URBAN FORESTRY	299805	DISPOSAL LIMBS/LOGS/CHIPS	69013	4/14/16	64.00
226520	810000	SERVICES	RIZZO ENVIRONMENTAL SERVICES, INC.	299851	TRASH, RECYCLE, YARD WASTE - APRIL 2016	64100115	4/14/16	233,430.17
226520	810065	SVCS-PEST	LANDSCAPE SERVICES INC	299813	RODENT CONTROL- 46 PROPERTIES	135366	4/14/16	1,194.50
226520	810065	SVCS-PEST	LANDSCAPE SERVICES INC	299813	RODENT CONTROL - 67 PROPERTIES	135350	4/14/16	1,755.50
226520	810065	SVCS-PEST	LANDSCAPE SERVICES INC	299813	RODENT CONTROL - 70 PROPERTIES	135341	4/14/16	1,873.00
226520	810065	SVCS-PEST	LANDSCAPE SERVICES INC	299979	RODENT CONTROL-33 PROPS	135395	4/21/16	876.00

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
226520	810065	SVCS-PEST	LANDSCAPE SERVICES INC	299979	RODENT CONTROL-41 PROPS	135388	4/21/16	1,114.50
226520	810065	SVCS-PEST	LANDSCAPE SERVICES INC	299979	RODENT CONTROL-68 PROPS	135374	4/21/16	1,805.00
226520	810065	SVCS-PEST	LANDSCAPE SERVICES INC	299979	RODENT CONTROL-70 PROPS	135379	4/21/16	1,808.50
226520	810065	SVCS-PEST	LANDSCAPE SERVICES INC	299979	RODENT CONTROL-100 PROPS	135376	4/21/16	2,611.50
					TOTAL SANITATION EXPENDITURES			**246,532.67**
					TOTAL SANITATION FUND			**246,840.57**

LIBRARY & INFORMATION SERVICES

LIBRARY REVENUES

271100	657000	LIB REV	STATE OF MICHIGAN-TREAS	2612	MI SALES TAX & W/H - MARCH 2016	105607	4/11/16	1.13
					TOTAL LIBRARY REVENUES			**1.13**

LIBRARY & INFORMATION SERVICES

271730	740000	OFFICE SUP	SOUTH BEND ABSORBTECH LLC	299726	FIRST AID SUPPLIES	MSOABM000171	4/14/16	23.05
271730	740000	OFFICE SUP	KONICA MINOLTA ALBIN INC	299810	COPIER METER CHARGE - MARCH	239015778	4/14/16	4.14
271730	740000	OFFICE SUP	KONICA MINOLTA ALBIN INC	299810	COPIER METER CHARGE-MARCH	238881175	4/14/16	124.11
271730	750000	OPER-SUPP	DEMCO INC	299763	PROCESSING SUPPLIES	5836855	4/14/16	121.79
271730	750000	OPER-SUPP	SPECIALTY STORE SERVICES INC	300028	PROCESSING SUPPLIES	758976	4/21/16	132.94
271730	750000	OPER-SUPP	SUBURBAN LIBRARY COOPERATIVE	299869	CD CASES	112023	4/14/16	109.70
271730	810000	SERVICES	BRODART COMPANY	299744	CAT. & PROC.	105606	4/14/16	22.66
271730	810000	SERVICES	BRODART COMPANY	299908	CAT & PROC	106056	4/21/16	43.80
271730	810000	SERVICES	BRODART COMPANY	299908	CAT & PROC	106051	4/21/16	128.37
271730	810000	SERVICES	UNIQUE MANAGEMENT SERV INC	300035	DEBT COLLECTION	425873	4/21/16	125.30
271730	810730	H.C. SERV	LESLIE DUSING	299934	CLEAN SGFM	106037	4/21/16	30.00
271730	850000	PHONE&COMM	AT&T	299735	PRI LINES	586R0119180416	4/14/16	342.68
271730	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	67.69
271730	920003	EDISON	DTE ENERGY	299931	27600 JEFFERSON	106125	4/21/16	4,264.16
271730	930000	REP&MNT	CINTAS CORP	299917	MATS	031697723	4/21/16	99.91
271730	930000	REP&MNT	CINTAS CORP	299917	MATS	031703353	4/21/16	99.91
271730	930000	REP&MNT	ELEVATOR TECHNOLOGY INC	299778	QUARTERLY MAINTENANCE	16-96530	4/14/16	90.00
271730	930000	REP&MNT	FIRE EXTINGUISHER SALES & SERV	299783	FIRE EXTINGUISHER RECHARGE	46857	4/14/16	66.95
271730	930000	REP&MNT	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	51.46
271730	930000	REP&MNT	TOSHIBA BUSINESS SOLUTIONS-MICH	300034	ANNUAL MAINTENANCE FEE	12701327	4/21/16	124.61
271730	950150	DON PURCH	BRODART COMPANY	299908	DONATIONS	B4374549	4/21/16	22.88
271730	950150	DON PURCH	BRODART COMPANY	299908	DONATIONS	B4369736	4/21/16	35.16
271730	950150	DON PURCH	BRODART COMPANY	299908	DONATION	B4364798	4/21/16	175.68
271730	950150	DON PURCH	GREAT LAKES LIGHTHOUSE KEEPERS ASS(	299797	DONATION-MAISON RENEWAL	105599	4/14/16	40.00
271730	950150	DON PURCH	LIBRARY NETWORK	299982	DONATIONS	55098	4/21/16	114.00
271730	950150	DON PURCH	BARBARA J VANDERMOLEN	300039	DISCOVERING MI COUNTY BY COUNTY	106042	4/21/16	132.00
271730	950150	DON PURCH	WILDLIFE RECOVERY ASSOCIATION	300043	BIRDS OF PREY-PRESENTATION	106032	4/21/16	250.00
271730	950500	CULT COMM	DAVID BAKER	299738	DIA TOUR - DANCE! AMERICAN ART	105566	4/14/16	720.00

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
271730	950500	CULT COMM	TOM SHERRY	300020	REIMBURSE-ADS	106035	4/21/16	25.00
271730	985000	BOOKS	BAKER & TAYLOR CO	299897	BOOKS	5014060835	4/21/16	44.04
271730	985000	BOOKS	BRODART COMPANY	299744	BOOKS	B4354453	4/14/16	14.84
271730	985000	BOOKS	BRODART COMPANY	299744	BOOKS	B4354455	4/14/16	40.42
271730	985000	BOOKS	BRODART COMPANY	299744	BOOKS	105605	4/14/16	231.50
271730	985000	BOOKS	BRODART COMPANY	299744	BOOKS	105604	4/14/16	372.26
271730	985000	BOOKS	BRODART COMPANY	299908	BOOKS	B4392236	4/21/16	10.13
271730	985000	BOOKS	BRODART COMPANY	299908	BOOKS	B4388191	4/21/16	133.13
271730	985000	BOOKS	BRODART COMPANY	299908	BOOKS	106044	4/21/16	214.59
271730	985000	BOOKS	BRODART COMPANY	299908	BOOKS	106053	4/21/16	235.90
271730	985000	BOOKS	BRODART COMPANY	299908	BOOKS	106050	4/21/16	799.91
271730	985000	BOOKS	BRODART COMPANY	299908	BOOKS	106052	4/21/16	871.73
271730	985000	BOOKS	BRODART COMPANY	299908	BOOKS	106046	4/21/16	881.28
271730	985000	BOOKS	MIDWEST TAPE	299829	BOOKS	106043	4/21/16	1,559.34
271730	985000	BOOKS	MIDWEST TAPE	299829	BOOKS	93844297	4/14/16	24.18
271730	985000	BOOKS	MIDWEST TAPE	299997	BOOKS	93845196	4/14/16	94.98
271730	985000	BOOKS	MIDWEST TAPE	299997	BOOKS	93865523	4/21/16	17.59
271730	985000	BOOKS	MIDWEST TAPE	299997	BOOKS	93865524	4/21/16	23.98
						93867911	4/21/16	114.97
					TOTAL LIBRARY & INFORMATION SERVICES			**13,272.72**
					TOTAL LIBRARY & INFORMATION SERVICES			**13,273.85**

8 1/2 MILE RELIEF DRAIN DEBT

8 1/2 MILE REL DRAIN REVENUE								
410100	693210	CONTR-D.S.	WAYNE COUNTY DEPT OF ENVIRON	299884	MILK RIVER DRAINAGE	283879	4/14/16	-133.00
					TOTAL 8 1/2 MILE REL DRAIN REVENUE			**-133.00**
8 1/2 MILE REL DRAIN EXP								
410950	810000	SERVICES	WAYNE COUNTY DEPT OF ENVIRON	299884	MILK RIVER DRAINAGE	283879	4/14/16	133.00
					TOTAL 8 1/2 MILE REL DRAIN EXP			**133.00**
					TOTAL 8 1/2 MILE RELIEF DRAIN DEBT			**0.00**

RECREATIONAL REVENUE FUND

RECREATIONAL REVENUE								
580100	608300	RETAIL	STATE OF MICHIGAN-TREAS	2612	MI SALES TAX & W/H - MARCH 2016	105607	4/11/16	130.67
					TOTAL RECREATIONAL REVENUE			**130.67**
BOATING EXPENSE								
580708	930000	REP&MNT	GLOBAL EQUIPMENT CO INC	299950	TRASH LIDS	109318940	4/21/16	160.39
580708	930000	REP&MNT	WARREN PIPE & SUPPLY CO	299882	PIPE - 9 MILE DOCK	214209	4/14/16	49.76
					TOTAL BOATING EXPENSE			**210.15**

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
SWIMMING POOL EXPENSE								
580709	750000	OPER-SUPP	JCR SUPPLY CO	299806	SUPPLIES	93180	4/14/16	248.08
580709	750000	OPER-SUPP	KONICA MINOLTA ALBIN INC	299974	COPIER	239158321	4/21/16	79.39
580709	750000	OPER-SUPP	PRECISION DYNAMICS CORP	299846	POOL WRIST BANDS	3342691	4/14/16	516.04
580709	810000	SERVICES	DANIELLE CANNON	299739	REISSUE CK #295350	105570	4/14/16	282.00
					TOTAL SWIMMING POOL EXPENSE			**1,125.51**
GOLF EXPENSE								
580855	750000	OPER-SUPP	GRAINGER W W	299794	SUPPLIES	9068668285	4/14/16	9.63
580855	750000	OPER-SUPP	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	368.45
580855	750000	OPER-SUPP	JCR SUPPLY CO	299806	JANITORIAL SUPPLIES	92744	4/14/16	687.87
580855	750000	OPER-SUPP	MODITY INC	299830	SUPPLIES	53071	4/14/16	21.94
580855	750001	RESALE	TITLEIST	299727	ITEMS FOR RESALE	300031829	4/14/16	-195.00
580855	750001	RESALE	TITLEIST	299727	ITEMS FOR RESALE	902097154	4/14/16	382.89
580855	750001	RESALE	TITLEIST	299727	ITEMS FOR RESALE	902134247	4/14/16	631.43
580855	850000	PHONE&COMM	AT&T	299735	PHONE	58629461700416	4/14/16	91.12
580855	850000	PHONE&COMM	AT&T	299735	PHONE	58629420000416	4/14/16	291.17
580855	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	219.42
580855	930000	REP&MNT	ELEVATOR TECHNOLOGY INC	299778	QUARTERLY MAINTENANCE	16-96530	4/14/16	90.00
580855	930065	BLDG REPAI	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	33.05
580855	930065	BLDG REPAI	MCSHANE PAINTING INC	299820	BUILDING REPAIRS	10824	4/14/16	815.00
580855	930065	BLDG REPAI	WOODS TROPHIES	299886	BUILDING REPAIRS	416-1034	4/14/16	678.75
580855	930070	MACH/EQUIP	JOE'S TRAILER SALES INC	299807	M&E REPAIRS	1-709566	4/14/16	23.74
580855	930070	MACH/EQUIP	JOE'S TRAILER SALES INC	299807	M&E REPAIRS	1-709563	4/14/16	264.45
580855	930070	MACH/EQUIP	MIDWEST GOLF & TURF	299828	M&E REPAIRS	W01285	4/14/16	485.90
580855	950000	MISC	CASCADE SUBSCRIPTION SERVICE INC	299914	MAG SUBS	1315939	4/21/16	327.54
580855	950000	MISC	TIM DORNER	299769	MIGCSA DUES	105885	4/14/16	150.00
					TOTAL GOLF EXPENSE			**5,377.35**
					TOTAL RECREATIONAL REVENUE FUND			**6,843.68**
UTILITY FUND								
STORM SEWERS EXPENSE								
590452	930000	REP&MNT	ABEL ELECTRONICS INC	299725	WILDWOOD CORE PUMP STATION	120643	4/14/16	53.03
590452	930000	REP&MNT	GROSSO TRUCKING AND SUPPLY COMPAN	299798	MATERIAL DELIVERY & REMOVAL	3892	4/14/16	325.00
590452	980000	CAP OUTLAY	KENNEDY INDUSTRIES INC	299809	REMOVAL, INSP., REPAIR & INSTA	568460-3	4/14/16	66,664.00
590452	980467	ASSET MGMT	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0477-0	0109575	4/14/16	420.00
590452	980467	ASSET MGMT	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0481-0	0109577	4/14/16	704.32
590452	980467	ASSET MGMT	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0480-0	0109576	4/14/16	1,758.50
590452	980467	ASSET MGMT	ANDERSON, ECKSTEIN & WESTRCK-5	299732	PROJ #0150-0482-0	0109578	4/14/16	7,087.00
590452	980467	ASSET MGMT	DOETSCH INDUSTRIAL SERVICES INC	299766	PROJ #0150-0482	105869	4/14/16	65,866.68
590452	980467	ASSET MGMT	DOETSCH INDUSTRIAL SERVICES INC	299767	PROJ #0150-0480	105870	4/14/16	20,661.30

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
					TOTAL STORM SEWERS EXPENSE			**163,539.83**
WATER EXPENSE								
590860	740100	OS-POSTAGE	INTELLIGENT DOCUMENT SOLUTIONS INC	299965	MONTHLY WATER BILLS	16757	4/21/16	581.43
590860	750000	OPER-SUPP	AIRGAS USA LLC	299728	LATEX GLOVES	9049341769	4/14/16	424.02
590860	750000	OPER-SUPP	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031698044	4/14/16	53.42
590860	750000	OPER-SUPP	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031700857	4/14/16	53.42
590860	750000	OPER-SUPP	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031703659	4/14/16	53.42
590860	750000	OPER-SUPP	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	727.66
590860	750000	OPER-SUPP	USA BLUEBOOK	299877	CHLORINE TEST STRIPS	892699	4/14/16	442.60
590860	750000	OPER-SUPP	USA BLUEBOOK	299877	FLAGS, PAINT	897109	4/14/16	945.21
590860	810000	SERVICES	MATTHEW KNOCHE	299878	1 ABUS Y1 LOCK	3191	4/14/16	40.19
590860	810000	SERVICES	H2O COMPLIANCE SERVICES	299799	CROSS CONNECTION CONTROL	00005022	4/14/16	2,284.75
590860	850000	PHONE&COMM	STATE OF MICHIGAN-ENVIRONMENTA	299866	LAB SERVICES	958129	4/14/16	350.00
590860	850000	PHONE&COMM	COMCAST	299757	22366 E 14 MILE 09507755504-01-5	105577	4/14/16	104.85
590860	900000	PRINTING	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	233.76
590860	920003	EDISON	INTELLIGENT DOCUMENT SOLUTIONS INC	299965	MONTHLY WATER BILLS	16757	4/21/16	668.39
590860	930000	REP&MNT	DTE ENERGY COMPANY	299932	21199 HARPER	8292647MAR16	4/21/16	45.98
590860	930000	REP&MNT	EJ USA INC	299776	HYDRANTS,VALVES,FRAMES,COVERS	110160004494	4/14/16	12.42
590860	930000	REP&MNT	EJ USA INC	299776	HYDRANTS,VALVES,FRAMES,COVERS	110160004752	4/14/16	16,022.88
590860	930000	REP&MNT	ETNA SUPPLY CO	299781	WATER MAIN REPAIR PARTS	S101768526.002	4/14/16	105.00
590860	930000	REP&MNT	ETNA SUPPLY CO	299781	WATER MAIN REPAIR PARTS	S101770335.002	4/14/16	210.00
590860	930000	REP&MNT	ETNA SUPPLY CO	299781	WATER MAIN REPAIR PARTS	S101765429.001	4/14/16	420.00
590860	930000	REP&MNT	NATIONAL LADDER & SCAFFOLD CO	299831	METAL LADDER	1301129	4/14/16	731.49
590860	930000	REP&MNT	ULINE INC	299876	SQUARE TUBING	75589499	4/14/16	368.88
590860	930000	REP&MNT	MATTHEW KNOCHE	299878	KEYS	3208	4/14/16	22.50
590860	930075	HYD/GV/MAN	MENARDS	299821	DEWATERING PUMP	12768	4/14/16	241.00
590860	930075	HYD/GV/MAN	MENARDS	299822	DEWATERING PUMPS	77850	4/14/16	723.00
590860	930080	METERS	S L C METER LLC	299854	WATER METERS	245296	4/14/16	114.17
590860	930080	METERS	S L C METER LLC	299854	WATER METERS	245314	4/14/16	258.76
590860	930080	METERS	S L C METER LLC	299855	WATER METERS	245345	4/14/16	329.00
590860	980001	CAP-VEH	RED HOLMAN PONTIAC-GMC	299850	TRAILER HITCH - VEH #102	167005B	4/14/16	419.00
590860	980893	LCLWTRMNRP	G2 CONSULTING GROUP LLC	299948	PROJ #0150-0497	152103	4/21/16	1,282.00
590860	980893	LCLWTRMNRP	G2 CONSULTING GROUP LLC	299948	PROJ #0150-0497	152100	4/21/16	2,176.00
					TOTAL WATER EXPENSE			**30,445.20**
SEWER EXPENSE								
590870	750000	OPER-SUPP	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031698043	4/14/16	36.84
590870	750000	OPER-SUPP	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031700856	4/14/16	36.84
590870	750000	OPER-SUPP	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031703658	4/14/16	36.84
590870	850000	PHONE&COMM	VERIZON WIRELESS	299880	MARCH 2016	9762542392	4/14/16	132.44
590870	930000	REP&MNT	ABEL ELECTRONICS INC	299725	CLEANER-SEWER CAMERA	120770	4/14/16	13.49

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
590870	930000	REP&MNT	DOWNRIVER REFRIGERATION SUPPLY	299772	MARS RELAY	1456049	4/14/16	39.02
590870	930000	REP&MNT	ETNA SUPPLY CO	299781	WATER MAIN REPAIR PARTS	S101754537.002	4/14/16	117.00
590870	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	COPPER PLUG	1-202651	4/14/16	4.24
590870	930000	REP&MNT	GREAT LAKES BATTERY LLC	299796	EASEMENT CLEANER	32110	4/14/16	99.90
590870	930000	REP&MNT	HD SUPPLY WATERWORKS LTD	299802	CONCRETE PRODUCTS	F158183	4/14/16	219.90
590870	930000	REP&MNT	HD SUPPLY WATERWORKS LTD	299802	CONCRETE PRODUCTS	F099374	4/14/16	536.80
590870	930000	REP&MNT	HD SUPPLY WATERWORKS LTD	299802	CONCRETE PRODUCTS	F117567	4/14/16	973.20
590870	930000	REP&MNT	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	360.77
590870	930000	REP&MNT	WARREN PIPE & SUPPLY CO	299882	TRASH PUMP ADAPTER	212144	4/14/16	27.64
590870	930000	REP&MNT	WARREN PIPE & SUPPLY CO	299882	PARTS/SUPPLIES	212372	4/14/16	41.89
590870	930055	PUMP ST RP	CUMMINS BRIDGEWAY LLC	299760	REPAIRS TO PLEASANT PUMP STATION	006-14315	4/14/16	661.26
590870	930055	PUMP ST RP	GEORGE'S DISCOUNT AUTO PARTS INC	299789	PLEASANT PUMP STATION BATTERY CHARGE	1-202265	4/14/16	250.79
					TOTAL SEWER EXPENSE			**3,588.86**
					TOTAL UTILITY FUND			**197,573.89**

MOTOR POOL FUND

MOTOR POOL EXPENSE

661602	750010	OP-GAS/DSL	RKA PETROLEUM COMPANY	299852	GASOLINE & DIESEL FUEL	0043281	4/14/16	6,140.22
661602	810000	SERVICES	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031698042	4/14/16	23.02
661602	810000	SERVICES	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031700855	4/14/16	23.02
661602	810000	SERVICES	CINTAS CORP	299750	UNIFORMS,SOAP/TOWELS,MATS	031703657	4/14/16	23.02
661602	920006	WTR	WATER FUND	299883	19800 PLEASANT A	2553600MAR16	4/14/16	267.96
661602	930000	REP&MNT	AM-DYN-IC FLUID POWER INC	299730	TRUCK #207 VAC REPAIR	I-22055-0	4/14/16	213.35
661602	930000	REP&MNT	AMERIGAS PROPANE LP	299731	PROPANE - VEH #508	3050465633	4/14/16	111.35
661602	930000	REP&MNT	AMERIGAS PROPANE LP	299731	PROPANE - VEH #510	3050663892	4/14/16	139.53
661602	930000	REP&MNT	APOLLO FIRE APPARATUS RPR INC	299733	BUCKLE SEAT BELT - VEH #E-1	45097	4/14/16	151.80
661602	930000	REP&MNT	APC STORES INC	299736	PIPE KIT - VEH #400	03250660954	4/14/16	70.09
661602	930000	REP&MNT	APC STORES INC	299736	STARTER - VEH #604	03250660769	4/14/16	151.29
661602	930000	REP&MNT	B&L TRUCK EQUIPMENT CO	299737	CLAMP - VEH #E-5	86709	4/14/16	38.30
661602	930000	REP&MNT	B&L TRUCK EQUIPMENT CO	299737	PIPE CLAMP VEH #14	86705	4/14/16	267.82
661602	930000	REP&MNT	B&L TRUCK EQUIPMENT CO	299737	CLAMPS, MUFFLER VEH #E-5	86708	4/14/16	495.47
661602	930000	REP&MNT	BOULEVARD & TRUMBULL TOWING	299743	SERVICE - VEH #E-1	413783	4/14/16	185.00
661602	930000	REP&MNT	WILLIAM BAADE	299745	SERVICE CALL	857331	4/14/16	110.00
661602	930000	REP&MNT	WILLIAM BAADE	299745	SERVICE CALL - VEH #E4	857330	4/14/16	145.00
661602	930000	REP&MNT	KENNETH ANTHONY PILARSKI	299773	BLADE SHARPENING - VEH #509	3001	4/14/16	40.00
661602	930000	REP&MNT	KENNETH ANTHONY PILARSKI	299773	BLADE SHARPENING - VEH #510	2938	4/14/16	40.00
661602	930000	REP&MNT	KENNETH ANTHONY PILARSKI	299773	BLADE SHARPENING - VEH #508	2968	4/14/16	76.00
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-202274	4/14/16	2.58
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-200950	4/14/16	4.14
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-202639	4/14/16	9.14

CITY OF ST. CLAIR SHORES
INVOICE APPROVAL LIST BY FUND
Printed: 4/21/2016

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-202327	4/14/16	9.72
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-200992	4/14/16	12.32
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-201975	4/14/16	13.48
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-202462	4/14/16	14.97
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-200910	4/14/16	31.25
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-200930	4/14/16	31.25
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-200985	4/14/16	47.79
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-202076	4/14/16	64.24
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-201695	4/14/16	74.57
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-201922	4/14/16	88.29
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-202086	4/14/16	97.51
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-201360	4/14/16	124.06
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-200940	4/14/16	198.98
661602	930000	REP&MNT	GEORGE'S DISCOUNT AUTO PARTS INC	299789	AUTOMOTIVE PARTS	1-201043	4/14/16	220.36
661602	930000	REP&MNT	GRAINGER W W	299794	STOCK	1-201333	4/14/16	590.00
661602	930000	REP&MNT	GREAT LAKES BATTERY LLC	299796	BATTERIES	9059386509	4/14/16	21.36
661602	930000	REP&MNT	GREAT LAKES BATTERY LLC	299796	BATTERIES	32158	4/14/16	94.27
661602	930000	REP&MNT	GREAT LAKES BATTERY LLC	299796	BATTERIES	32109	4/14/16	187.29
661602	930000	REP&MNT	HARPER AUTO GLASS INC	299801	WINDSHIELD - VEH #628	31971	4/14/16	347.16
661602	930000	REP&MNT	O'REILLY AUTO PARTS	299833	FUEL PUMP MOD - VEH #I-1	10567	4/14/16	411.99
661602	930000	REP&MNT	OSCAR W LARSON CO INC	299835	SERVICE HOSE NOZZLE	3338-265421	4/14/16	114.93
661602	930000	REP&MNT	OSCAR W LARSON CO INC	299836	2ND QUARTERLY "B" OPERATOR INSPECTION	SRVCE000000530453	4/14/16	224.17
661602	930000	REP&MNT	PERFECT PRODUCTS COMPANY	299840	PARTS/SUPPLIES	SRVCE000000530697	4/14/16	285.63
661602	930000	REP&MNT	ROSEVILLE CHRYSLER JEEP	299853	BRAKES - STOCK VEH #68	413018	4/14/16	221.34
661602	930000	REP&MNT	ROSEVILLE CHRYSLER JEEP	299853	BRAKES STOCK CHARGERS	623305	4/14/16	276.00
661602	930000	REP&MNT	SMART	299861	BRAKES VEH #504	624232	4/14/16	368.00
661602	930000	REP&MNT	STATE OF MICHIGAN	299865	UNDERGROUND STORAGE TANKS ANNUAL RI	15363	4/14/16	114.00
661602	930000	REP&MNT	TIRE WHOLESALERS CO INC	299873	TIRES	105821	4/14/16	200.00
661602	930000	REP&MNT	TIRE WHOLESALERS CO INC	299873	TIRES	393721-00	4/14/16	436.90
661602	930000	REP&MNT	TIRE WHOLESALERS CO INC	299873	TIRES	461940-00	4/14/16	504.00
661602	930000	REP&MNT	TIRE WHOLESALERS CO INC	299873	TIRES	468197-00	4/14/16	648.90
661602	930000	REP&MNT	TRI-COUNTY INTERNATIONAL TRUCKS INC	299874	VALVE - VEH #A4	460291-00	4/14/16	952.00
661602	930000	REP&MNT	TRUCK & TRAILER SPECIALTIES INC	299875	ACTUATING CYL - VEH #12	WP86290	4/14/16	106.67
661602	930000	REP&MNT	WEINGARTZ SUPPLY	299885	SEAL OIL	HP883	4/14/16	329.58
						1012453-00	4/14/16	4.64
					TOTAL MOTOR POOL EXPENSE			**16,195.72**
					TOTAL MOTOR POOL FUND			**16,195.72**

TAX INCREMENT FINANCE AUTH

TAX INCREMENT FINANCE AUTH B/S

CITY OF ST. CLAIR SHORES
INVOICE APPROVAL LIST BY FUND
Printed: 4/21/2016

FUND/ DEPT	ACCOUNT	G/L DESC	VENDOR NAME	CHECK NUMBER	INVOICE DESCRIPTION	INVOICE NUMBER	CHECK DATE	AMOUNT
865	240100	DUE TO GEN	CITY OF ST CLAIR SHORES	299752	TIFA ADMIN FEE APRIL 2016	49500	4/14/16	14,166.67
					TOTAL TAX INCREMENT FINANCE AUTH B/S			**14,166.67**
TAX INCREMENT FINANCE EXPENSE								
865865	920000	UTILITIES	WATER FUND	299883	23822 JEFFERSON	2765900MAR16	4/14/16	82.99
865865	920000	UTILITIES	WATER FUND	299883	24812 JEFFERSON	2766000MAR16	4/14/16	82.99
865865	920000	UTILITIES	WATER FUND	299883	24814 JEFFERSON	2771100MAR16	4/14/16	120.49
865865	930000	REP&MNT	HOME DEPOT CR SERVICES	299962	HARDWARE/SUPPLIES	106026	4/21/16	47.82
					TOTAL TAX INCREMENT FINANCE EXPENSE			**334.29**
					TOTAL TAX INCREMENT FINANCE AUTH			**14,500.96**
					GRAND TOTAL			**1,052,958.91**

APPROVED
DATE: 4-26-16 BY: CITY MANAGER MES

APPROVED
APR 21 2016
BY: [illegible]

COUNCIL COMMUNICATION Item #14d

From: Michael E. Smith, City Manager

Subject: City Council Minutes

Prepared by: Mary A. Kotowski, MMC, CMMC, City Clerk

City Manager's Recommendation: Link to Council Minutes

Resolved that the following minutes be approved as presented:

	Meeting Date	Date E-Mailed
City Council	March 7, 2016	April 29, 2016
City Council	March 21, 2016	April 29, 2016
City Council	April 4, 2016	April 29, 2016

Justification:

These proposed minutes were submitted to the City Council for action.

Council Action:

Moved by Council Member _____, seconded by Council Member_____ that the submitted minutes be approved as presented as recommended by the City Manager.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

BOARDS, COMMISSIONS & COMMITTEES Item #14e

From: Michael E. Smith, City Manager

Subject: Boards, Commissions and Committee Minutes

Prepared by: Mary A. Kotowski, MMC, CMMC, City Clerk

City Manager's Recommendation: Link to Committee Minutes
Resolved that the following minutes be received and filed:

	Meeting Date	Date E-Mailed
Activities Committee	March 3, 2016	April 22, 2016
Activities Committee	March 17, 2016	April 29, 2016
Brownfield Redevelopment Authority	March 23, 2016	April 29, 2016
Cultural Committee	March 9, 2016	April 22, 2016
Election Commission	March 2, 2016	April 22, 2016
Fence Arbitration	March 16, 2016	April 29, 2016
General Employee Retiree Health Care Board	January 19, 2016	April 22, 2016
Older Persons Advisory Committee	October 15, 2015	April 29, 2016
Older Persons Advisory Committee	November 19, 2015	April 29, 2016
Older Persons Advisory Committee	February 18, 2016	April 29, 2016
Older Persons Advisory Committee	March 17, 2016	April 29, 2016
Parks & Recreation Commission	March 10, 2016	April 22, 2016
Planning Commission	March 22, 2016	April 22, 2016
Tax Increment Finance Authority	March 23, 2016	April 29, 2016
Zoning Board of Appeals	March 3, 2016	April 22, 2016

Justification:

These minutes are submitted to the City Council for information review of actions by these City Boards, Commissions and Committees.

Council Action:

Moved by Council Member _____, seconded by Council Member_____ that the submitted minutes be received and filed as recommended by the City Manager.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

COUNCIL COMMUNICATION CC-14f

MES

From: Michael E. Smith, City Manager

Subject: Approval to Publish Notice and Set the Public Hearing on the Proposed FY 2016-17 Budget and Millage Rate on June 6, 2016

Prepared by: Douglas M. Haag, Finance Director

Manager's Recommendation:

I recommend approving the attached Notice of Public Hearing for the upcoming budget hearing to be held on June 6, 2016.

Justification:

This notice is required under State law and must be published at least one week prior to the meeting. At this time it establishes a maximum tax rate. City Council can set a lower rate at the time of the hearing but it cannot be increased.

Council Action:

Moved by Council Member _____, seconded by Council Member_____ that the recommendation of the City Manager to publish the Notice of Public Hearing be approved.

Instructions to Media Publishers

This notice must be published in accordance with sections 141.436 and 211.24(e) of Michigan Compiled Laws (MCL), which include the following requirements:

1. The body of the notice must be set in 12 point type or larger.

2. The following headline

"Attention City of St. Clair Shores Residents
Notice of Public Hearing
Proposed FY 2016-2017 City Budget"

must be set in 18 point type or larger.

3. Sentence 2 ("**The property tax millage rate proposed to be levied July 1, 2016 to support the proposed budget will be a subject of this hearing**") must be in **11-point boldface type or larger.**

4. The notice cannot be smaller than 8 column inches by 4 horizontal inches.

5. The notice cannot be placed in the portion of the newspaper reserved for legal notices or classified advertising.

Attention City of St. Clair Shores Residents
Notice of Public Hearing
Proposed FY 2016-2017 City Budget

The City Council of the City of St. Clair Shores will hold a public hearing at 7:00 p.m. on Monday, June 6, 2016, in the Council Chambers at City Hall, 27600 Jefferson Circle Drive, St. Clair Shores, MI 48081 on the proposed FY 2016-2017 City Budget and on the proposed 2016 City tax rate to support the same budget.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

Copies of the proposed budget are available for public inspection, during regular business hours, in the office of the City Clerk at City Hall, 27600 Jefferson Circle Drive, and at the City of St. Clair Shores' Public Library, 22500 Eleven Mile Road.

CITY TAX RATES (mills)	Charter / State Limits	Levied FY–2015/16	Proposed FY–2016/17
Operating	8.0000	6.2842	6.2213
Sanitation	3.0000	2.3564	2.3326
Publicity, Act 359	4.0000	0.0364	0.0364
Police & Fire Operating Millage	2.0000	1.9954	1.9753
Street Millage	1.2500	1.2500	1.2345
Library	1.0000	0.9223	0.9129
Lake St. Clair Clean Water Initiative	2.0000	1.9954	1.9753
Subtotal	21.2500	14.8401	14.6883
Police & Fire Pension	N/A	6.0942	6.1368
Debt	N/A	0.3290	0.4223
TOTAL	21.2500	21.2633	20.2474

Public comments, either oral or written, are welcome at the hearing.

Individuals with disabilities or impairments who plan to attend this meeting need to contact the City Clerk's office at (586) 447-3303 or via Michigan Relay Center at (800) 649-3777 (771 from TTY) if auxiliary aides or services are needed. A request for service form is available at all City departments. Ten (10) business days advance notice is required.

MES

COUNCIL COMMUNICATION CC- 14 g

From: Michael E. Smith, City Manager

Subject: Request from City Clerk to award RFP

a. Miscellaneous election printing/addressing from the MITN purchasing cooperative

b. Increase FY2016 blanket purchase order for Printing Systems, Inc.

Prepared by: Mary A. Kotowski, City Clerk

City Manager's Recommendation: I recommend approval of awarding the RFP for miscellaneous election printing/addressing from MITN purchasing cooperative to Printing Systems, Inc. for a 1–year term with the City reserving the right to exercise an option to renew for two additional 1–year periods and increase Fiscal Year 2016 blanket purchase order to Printing Systems, Inc. to cover the cost of miscellaneous election printing/addressing for the 2016 Elections.

Justification:

The City of Rochester Hills bid (March 2016), part of the MITN Purchasing Cooperative, asked the bidders to agree to extend the award to members of the group. Their quantities are identical amounts for our City. The RFP was for a 1–year term with the City reserving the right to exercise an option to renew for two additional 1–year periods.

Election printing is a specialized function that must comply with Michigan Election laws, be compatible with the qualified voter registration program and vendors need to be able to turn the materials around in a short period of time.

The City has been using Printing Systems, Inc. for at least the last 10 years utilizing the Macomb County bid and found them to continually have the best pricing.

The 2016 FY Blanket purchase order needs to be increased due to the large turnout in March, the Lake Shore Special Election, and Legislative changes to forms requiring the replacement of stock items.

In preparation for the 2016 August and November elections, ordering and printing of these forms cannot wait for the new fiscal year as the order needs to be placed within the next two weeks. Absentee ballot application for August need to be ready for mailing in June and AV ballots will be mailed by the first week of July. Ballots in State Election year are purchased by the County and are not part of this request.

Council Action:

Moved by Council Member _____, seconded by Council Member_____ that the recommendation of the City Manager for approval of awarding the RFP for miscellaneous election printing/addressing from MITN purchasing cooperative to Printing Systems, Inc. for a 1–year term with the City reserving the right to exercise an option to renew for two additional 1–year periods and increase Fiscal Year 2016 blanket purchase order to Printing Systems, Inc. to cover the cost of miscellaneous election printing/addressing for the 2016 Elections in the amount of $9,000.

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

	SFQ-RH-16-017 Misc Election Printing/Addressing (not ballots)							
	Awarded to		Printing Systems Inc (PSI)			Accuform Printing & Graphics		
	Solicited quotations to 126 vendors		12005 Beech Daly Road			7231 Southfield Road		
			Taylor MI 48180			Detroit, MI 48228		
			Ronda Wilson			Gail Johnson		
			800.951.2345			313.271.5600		
ITEM		Qty	Unit Cost	Unit of Measure	Extended Cost	Unit Cost	Unit of Measure	Extended Cost
1	Printing QVF Master Cards Printed Both Sides	10,000	$26.00	cost per thousand	$260.00	$31.90	cost per thousand	$319.00
2	City Petitions (County/Local Proposal or Nominating) in pads of 50 sheets/per pad. Dimensions and font can not be altered	6	$6.50	cost per pad	$39.00	$8.25	cost per pad	$49.50
3	Custom QVF Voter ID Cards (2-color print-red & blue)	10,000	$52.00	cost per thousand	$520.00	$69.90	cost per thousand	$699.00
4	Imprinted AV Ballot Outer Envelope	10,000	$109.00	cost per thousand	$1,090.00	$137.90	cost per thousand	$1,379.00
5	Imprinted AV Ballot Return Envelope	15,000	$81.75	cost per thousand	$1,226.25	$92.50	cost per thousand	$1,387.50
6	AV Application postcard	15,000	$56.50	cost per thousand	$847.50	$59.90	cost per thousand	$898.50
7	Fold & Tab Seal - Item 6 (in lots of _____ qty)	15,000	$370.00	cost per lot, lot = 15m	$370.00	$34.34	cost per lot, lot =m	$515.10
8	Completion of Voter Data for Item 6	10,000	$64.00	cost per thousand	$640.00	$38.00	cost per thousand	$380.00
9	Custom Response Cards (salmon) (in lots of ____ qty)	2,000	$109.00	cost per lot, lot = m	$218.00	$67.00	cost per lot, lot = m	$134.00
10	Custom Response Cards (Blue)	1,000	$158.00	cost per lot, lot =m	$158.00	$72.00	cost per lot, lot =m	$72.00
10.1	Custom Response Cards (Pink)	500	$98.00	cost per lot, lot =500	$98.00	$59.00	cost per lot, lot =500	$59.00
10.2	Custom Response Cards (Yellow)	500	$98.00	cost per lot, lot =500	$98.00	$59.00	cost per lot, lot =500	$59.00
10.3	Custom Response Cards (Green)	500	$98.00	cost per lot, lot =500	$98.00	$59.00	cost per lot, lot =500	$59.00
10.4	Custom Response Cards (White)	500	$98.00	cost per lot, lot =500	$98.00	$59.00	cost per lot, lot =500	$59.00
11	Electronic Poll Books (with "O" rings) similar to Item 12	75	$3.50	each	$262.50	$4.75	each	$356.25
12	Absentee Voter (AV) Poll Books (with "O" rings)	15	$9.50	each	$142.50	$8.49	each	$127.35
13	Ballot Container Certificate (Green)	100	$0.20	each	$20.00	$0.16	each	$16.00
14	Tabulator Program(s) Storage Container Certificate (Cream)	100	$0.20	each	$20.00	$0.16	each	$16.00
15	Red Paper Seals (Peel & Stick)	500	$72.00	cost per lot, lot = 72 or 500	$72.00	$118.00	cost per lot, lot =500	$118.00
16	Precinct Application to Vote* (300 padswr200 sheets or 6,000 sheets)	300	$2.50	cost per pad, pad =200 sheets (need 300 pads)	$750.00	$0.99	cost per lot, lot = 50 sheets (need 1200 pads)	$1,188.00
17	Delivery / Courier services when delivering to appropriate Post Office (3 elections per year)	3	$170.00	Royal Oak PO /each delivery	$510.00	$45.00	Walled Lake or Rochester Hills Annex	$135.00
	Any other charges?			**UPS - TBD**			**UPS - TBD**	
					$7,537.75			$8,026.20
	Optional - Set of 5 tab inserts for # 12	15	$8.25	each	$123.75			
	What is time needed to complete Print Forms:		10-12 business days or sooner			3-7 business days or sooner		
	What is time needed to complete Print & Mail:		14-17 business days or sooner			3-10 business days or sooner		
	Comments:		Stock/release items: 1-2 business days			Stock/release items: 1-2 business days		
	Provide client references:		Provided			Provided		
	Preferred method of payment:		Check			Check		
	Exceptions, substitutions or deviations:		none			none		
	Willing to extend to MITN:		Yes			Yes		

CITY OF ROCHESTER HILLS
SOLICITATION FOR QUOTATION
MISCELLANEOUS ELECTION PRINTING/ADDRESSING
(NOT BALLOTS)
SFQ-RH-16-017

Dated: February 26, 2016. The City of Rochester Hills is soliciting quotations from qualified and experienced firms to provide printing, addressing and mailing services for the City of Rochester Hills Clerk consisting of various election forms and envelopes for a one-year term; the City reserves the right to exercise an option to renew for two additional 1-year periods. Various sample copies are attached; originals can be viewed at the Purchasing Division.

If you are interested in providing a quotation, please fill in the following information and submit by email, mail, fax or submit online at MITN, no later than the due date of **Thursday, March 18, 2016 @ 4:00 p.m.** All hardcopy (mailed, emailed or faxed) quotations shall be directed to the attention of Ms. Keri Bright, CPPB, Purchasing Analyst, Phone: 248.841.2538; Fax: 248.608.8178; email at: brightk@rochesterhills.org, or mail to buyer's attention at City of Rochester Hills, Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 or submitted online through the MITN website.

All questions regarding this quotation shall be directed to the attention of Keri Bright, CPPB, Purchasing Analyst, City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, telephone 248.841.2538; fax 248.608.8178; brightk@rochesterhills.org. Questions are not to be directed to other City employees. All questions shall be made in writing prior to Thursday, March 4, 2016 @ 11:30 a.m. in order that a written response in the form of an addendum can be prepared before the quotations are opened. Questions received after the date and time above will not be considered.

The City of Rochester Hills officially distributes quotation documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of quotation documents obtained from any other source are not considered official copies. Only those vendors who obtain quotation documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting www.mitn.info to link to the MITN website. Final quotation results will be posted on the MITN website after award.

Scanned samples are attached; actual samples can be **viewed** at the City of Rochester Hills Purchasing Division; **samples cannot be removed** from the Purchasing Division.

No contract will be automatically renewed at the end of any contract term.

Quantities.

The estimated quantity provided is an approximation of the requirement and is not binding on the City. Exact quantities to be purchased are unknown; however, the Vendor will be required to furnish all such materials as may be ordered during the contract period.

CITY OF ROCHESTER HILLS
SOLICITATION FOR QUOTATION
MISCELLANEOUS ELECTION PRINTING/ADDRESSING
(NOT BALLOTS)
SFQ-RH-16-017

Scope of Work.

1. Provide printing, addressing and mailing services for the City of Rochester Hills Clerk consisting of various election forms and envelopes.

2. Presorted Postage Permit information (postal indicia) printed in black ink, front side of envelopes, or as indicated on the samples provided.

   City's Permit to be utilized where allowed.

   NONPROFIT
   ORGANIZATION
   U.S. POSTAGE
   PAID
   ROCHESTER HILLS, MI
   PERMIT NO. 136

3. Mailing: CASS certify and postal sort zip plus 4.
4. Mailing: Deliver to appropriate Post Office.
5. All forms, printing, perforating and cuts **must be lined-up with QVF printer. All items must be exact to meet QVF card stock and all other requirements as applicable.**
6. Remaining in 2016, it is anticipated there will elections in August and November. In the event an additional election takes place, additional Absentee Voter (AV) Applications and Data Completion will be required.
7. Proofs are required.
8. Note: The City Clerk's Office will be mailing all Ballots; this quotation does **not** include any printing or mailing of Official Ballots.
9. For any item with a barcode, **Intelligent Mail Barcode™** is required.

Award of Purchase Order.

The City reserves the right to reject any and all quotations, and to waive any defect or irregularity in quotes. The City reserves the right to accept and separate item in the quote; and to accept the quote that in the opinion of the City is to the best advantage and interest of the public it serves.

The quotation will be awarded to that responsible, responsive vendor whose quotation, conforming to this solicitation, will be the most advantageous to the City, with qualifications, experience, location, quality of product, comparable projects, work plan and price considered in the evaluation process and award of a contract.

Invoices and Payment Terms.

Payment methods:

- Check – minimally 60-days from receipt of invoice
- ACH – 45-days from receipt of invoice
- Credit Card – 20-days from receipt of invoice.

All invoices, packing lists and correspondence associated with a purchase should reference the purchase order number.

Invoices shall be submitted to the City of Rochester Hills Accounts Payable Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309. Payments will be processed as noted above upon the receipt and acceptance of merchandise or services rendered and properly completed invoice. Partial payments are not authorized on individual written purchase orders issued for this procurement. Advanced payments will not be authorized.

Payment will be made after the merchandise and/or services have been:

- Received or completed in full
- Inspected and found to comply with all specifications and be free of damage or defect
- Properly invoiced.
- Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to."

Taxes.

The City of Rochester Hills is exempt from all sales, excise and transportation taxes; do not include such taxes in the quotation figures. Any unit prices for the quotation shall be exclusive of all such taxes, and will be so construed. The City will furnish the successful vendor with a tax exemption certificate when requested.

Fiscal Non-Appropriation Clause.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

Bankruptcy or Insolvency.

In the event bankruptcy proceedings are commenced by or against the awarded Vendor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

Michigan Freedom of Information Act (FOIA).

All costs incurred in the preparation and presentation of this quotation, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentially of information submitted in response to this Quotation is not assured.

Workmanship.

The awarded vendor will ensure a timely completion of assignments. Each job assignment will be completed in a satisfactory condition. All work shall meet with the approval of the City's authorized representative, as conforming to the provisions and requirements of this contract. The Vendor will provide all necessary equipment; and competent, suitable and qualified personnel to perform the work required.

Correction of Work.

The successful vendor will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful vendor will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected vendor.

For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the Contractor to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

In the case of any discrepancies, the subject shall be referred to the City for decision and the City's decision shall be binding; and without such decision, adjustment shall not be made by the Contractor save at his own risk.

Termination.

The City of Rochester Hills reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified quotation, re-solicit the contract or do whatever is deemed to be in its best interest.

Assignment.

This agreement shall be binding on the parties and their heirs, successors and assigns. Neither party may assign, transfer or subcontract its interests, in whole or in part, without first obtaining the

written prior approval of the City of Rochester Hills before any consent is given, the successful vendor and its assignee shall bring current all monies owing to the City. No consent shall be given by the City unless the assignee agrees to be liable for any payment outstanding on this agreement at time of assignment.

Hold Harmless.

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

Ineligibility of Iran Linked Business.

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

Non-Discrimination.

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the City shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

General Conditions.

The Vendor will charge the City for the work performed. The Vendor shall maintain her/her rates for all costs for a period of not less than one (1) year. The City, at its discretion, may elect to extend the contract for a period of two additional 1-year periods without rebidding the work. Requests for rate changes shall be received in writing at least thirty (30) days prior to their effective date in the option year of the agreement, and are subject to written acceptance before coming effective. In the event new rates are not acceptable, the Contract may be cancelled.

As this quotation is being made available by electronic means, the vendor accepts full responsibility to ensure that no changes are made to the quotation documents. In the event of conflict between a version of the quotation submitted by vendor and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

No quotation will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City of Rochester Hills.

Any deviation from the scope of work must be noted in the quotation.

It shall be the responsibility of the vendor to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda. Addendums will be posted on the MITN system.

The City reserves the right to split or abstract any or all quotations and award multiple contracts for the same quotation, based on price, availability and service when it best serves the City of Rochester Hills.

The Vendor shall furnish all supervision, labor, equipment, insurance, materials, tools, supplies and services necessary to complete the work.

The City reserves the right to postpone the due date for its own convenience.

Each delivered package shall be properly identified with an outside label with appropriate information to deliver product to end user and a packing slip. Acceptance of the total delivery and signature based upon piece count and manifest does not represent a transfer of responsibility to the City for the content of each package. In the event shortage, overage or damage exists within the packages, the Vendor will accept City documentation for resolution.

Extension of Award to the MITN Purchasing Cooperative.

All vendors awarded contracts from this Bid may, upon mutual agreement, extend pricing to the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative.

Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

CITY OF ROCHESTER HILLS
SOLICITATION FOR QUOTATION
MISCELLANEOUS ELECTION PRINTING/ADDRESSING
(NOT BALLOTS)
SFQ-RH-16-017

VENDOR RESPONSE FORM

Please provide a complete breakdown of your fees by completing the following chart. List and describe other charges, if any, at the bottom of the below table.

Item #	(s) denotes a sample is the attachment	Estimated Quantity	Description	Price / per ____
1	(s)	10,000	Printing QVF Master Cards Printed Both Sides	$ _____ / M
2	(s)	6 pads	City Petitions (County/Local Propsal or Nominating) in pads of 50 sheets/per pad. Dimensions and font cannot be altered.	$ _____ / M
3	(s)	10,000	Custom QVF Voter ID Cards (2-color print-red & blue)	$ _____ / M
4	(s)	10,000	Imprinted AV Ballot Outer Envelope	$ _____ / M
5	(s)	15,000	Imprinted AV Ballot Return Envelope	$ _____ / M
6	(s)	15,000	AV Application	$ _____ / M
7		15,000	Fold & Tab Seal Item 6	$ _____ / Lot In lots of _____ qty.
8		10,000	Completion of Voter Data for Item 6	$ _____ / M
9	(s)	2,000	Custom Response Cards (Salmon)	$ _____ / Lot In lots of _____ qty.

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Pricing Form continued:

Item #	(s) denotes a sample is the attachment	Estimated Quantity	Description	Price / per ____
10	(s)	1,000	Custom Response Cards (Blue)	$ _____ / Lot
10.1	(s)	500	Custom Response Cards (Pink)	$ _____ / Lot
10.2	(s)	500	Custom Response Cards (Yellow)	$ _____ / Lot
10.3	(s)	500	Custom Response Cards (Green)	$ _____ / Lot
10.4	(s)	500	Custom Response Cards (White)	$ _____ / Lot
11	(s)	75	Electronic Poll Books (with "O" rings) with additional page inserts	$ _____ / Each
12	(s)	15	Absentee Voter (AV) Poll Books (with "O" rings) with additional page inserts	$ _____ / Each
13	(s)	100	Ballot Container Certificate (Green)	$ _____ / Each
14	(s)	100	Tabulator Program(s) Storage Container Certificate (Cream)	$ _____ / Each

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Pricing Form continued:

Item #	(s) denotes a sample is the attachment	Estimated Quantity	Description	Price / per ____
15	(s)	500	Red Paper Seals (peel and stick)	$ _____ / Lot In lots of _____ qty.
16	(s)	300 pads	Precinct Application to Vote	$_____ / Each OR $_____ / _____
17			Delivery/courier services when delivering to appropriate Post Office. **Identify Post Office** _____ **Post Office Location:** _____	Each Delivery: $ _____
ANY OTHER CHARGES (list below)				

What is the time needed to complete this project from date of receipt of materials to delivery?
Failure to complete the following may result in rejection of your quotation.

Print forms: _____

Print & Mail: _____

Comments: _____

_____

_____

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Note: Copies of samples have been attached to show an example of printing; some have been reduced in size. Originals can be viewed at the City of Rochester Hills Purchasing Division; samples cannot be removed.

Please provide a list of client references. Include government agency name, address, phone number, contact person and briefly describe scope of services performed.

Gov't Agency	Address	Contact Person	Phone #	Scope of Services

Preferred payment method (please select one):

_____ **Check – minimally 60-days from receipt of invoice**

_____ **ACH – 45-days from receipt of invoice**

_____ **Credit Card (MasterCard) – 20-days from receipt of invoice.**

State any exceptions, substitutions or deviations from the City specifications along with reason for same below:

_____

_____

_____

_____

_____

_____

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Extendable to MITN Purchasing Cooperative

The City of Rochester Hills is a member of the MITN Purchasing Cooperative. If your company is awarded item(s) referenced in the Solicitation for Quotation, the cooperative governmental entities may wish to use this contract and will issue a purchase order for the item(s) awarded in the quotation. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide its own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

_____ YES, if an award if made by the City of Rochester Hills, it is agreed that the contract will be extended to the MITN Purchasing Cooperative under the same prices, terms and conditions.

_____ NO, our Company is NOT interested in extending the contract.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the quotation opening to allow for the award and that, if chosen, the successful vendor prices will remain firm through the entire term of the contract. The vendor affirms that he/she is duly authorized to execute this quotation, that this company, corporation, firm partnership or individual has not prepared this quotation in collusion with any other vendor and that the contents of this quotation as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as a result of, or on basis of the quotation.

The submission of a quotation hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

COMPANY NAME:_____

ADDRESS: _____

CITY: _____ STATE:_____ ZIP: _____

TELEPHONE:_____FAX:_____

AUTHORIZED REPRESENTATIVE'S NAME: _____

SIGNATURE:_____

TITLE: _____

EMAIL ADDRESS:_____

DATE: _____

COUNCIL COMMUNICATION Item# 15

From: Robert Ihrie, City Attorney

Subject: Approve amended resolution for the Police and Fire Charter Amendment Special Election on August 2, 2016

Prepared by: Robert Ihrie, City Attorney

Summary Justification/Background: Correction to the charter language resolution as requested by the Attorney General's Office. The change is the 10.219 (1) to include in the wording "for a period of three (3) years."

Council Action:

It was moved by Councilmember _____, and seconded by Councilmember _____, to adopt the amended resolution as requested by the Attorney General to place a charter amendment ballot proposal on the August 2, 2016 City Special Election to comply with the State statues for the ballot placement which reads: .

RESOLUTION FOR THE PURPOSE OF SUBMITTING A PROPOSITION AUTHORIZING THE AMENDMENT OF THE CHARTER OF THE CITY OF ST. CLAIR SHORES AND AUTHORIZING THE LEVY OF 5.00 MILLS FOR POLICE AND FIRE SERVICES FOR THREE YEARS

1. The City Council, by a three-fifths vote of its members elect, pursuant to the authority granted by Act No. 279 of the Public Acts of 1909, as amended, proposes that the Charter of the City of St. Clair Shores be amended by adding the following provision:

10.219 (a). Means of providing for police and fire services
Section 8.9(a) The council shall raise annually, **for a period of three (3) years,** by a tax upon the real and personal property liable to taxation in the city, 5.00 tenths of one percent (5.00 mills) of the assessed valuation of such property, to be exclusively used for Police and Fire Departments operations.

2. The City Clerk shall forthwith transmit a copy of the proposed amendment to the Governor for his approval, and transmit a copy of the proposed amendment to the Attorney General of the State of Michigan for his approval, as required by law.

3. The proposed charter amendment shall be, and the same is hereby ordered to be submitted to the qualified electors of this City at the special election to be held in the City on August 2, 2016, and the City Clerk is hereby directed to give notice of the election and notice of registration therefore in the manner prescribed by law to do all things and provide all supplies necessary to submit such charter amendment to the vote of the electors as required by law.

4. The proposed amendment shall be submitted to the electors in the following form:

St. Clair Shores Police and Fire Millage

This is a new millage that replaces the expiring Police and Fire Millage to partially fund the St. Clair Shores Police and Fire Departments.

Ballot Proposal Language:

Shall the Charter of the City of St. Clair Shores be amended to authorize, for a period of three years, beginning July 1, 2017, the levy and collection of a new millage up to five (5.00) mills per $1,000.00 of taxable valuation (5.00) of state taxable value which is estimated to produce $6,929,615 of collections in the first year to be exclusively used for Police and Fire Department operations?

5. The proposed amendment shall be published in full in the St. Clair Shores Sentinel newspaper (Election Notice) not less than ten (10) days prior to the election.

6. The canvas and determination of the votes on said question shall be made in accordance with the laws of the State of Michigan.

Ayes:
Nays:

VOTE: Ayes: _____

Nays: _____

Abstain: _____

Absent: _____