

AGENDA REPORT

TO: Mayor Pat Humphrey and the Clare City Commission
FROM: Ken Hibl, City Manager
DATE: April 14, 2016
RE: Street Light LED Conversion Project

For the Agenda of April 18, 2016

Background By adoption of its Resolution 2016-020 (*copy att'd*), the City Commission approved the solicitation of bids/proposals to finance the LED Streetlight Conversion Project to take advantage of the Consumers Energy Rebate Program, thereby significantly decreasing the cost of a conversion project while concurrently saving energy costs and manpower costs associated with maintaining (no anticipated maintenance or light bulb changes for the next 25 years) our (City-owned) existing 186 decorative street lights.

Steve solicited and we received proposals (*copies from Chemical, Isabella, & Mercantile Banks att'd*) from our local banks to finance this project for the City; the most favorable proposal proffered is from Isabella Bank. Steve has also coordinated with our Bonding Attorney, who has reviewed the proposals and prepared the necessary documentation (*copy of att'd Resolution 2016-043*) to implement the Act 99 financing mechanism.

We've received the rebate offer (*copy att'd*) from Consumers Energy. The estimated savings estimate is attached, as is the lay-out plan depicting the types and locations of the LED light fixtures.

Our USDA representative was in Clare this week coordinating details related to our grant application for the CFD pick-up truck. By coincidence she discovered that we were working on the LED street light project. On her own initiative she coordinated with her director in Lansing, and we have been offered (*see copy of att'd USDA grant offer*) a \$20K grant to assist us and further reduce our costs for this streetlight conversion project. So unless the City Commission provides us direction to the contrary, we intend to pursue the process necessary (publish notice of our intent and ask the Commission to approve the grant application at our scheduled May 2nd Commission meeting subsequent to the requisite public hearing) to pursue this grant opportunity offer. But regardless of the action taken on the grant opportunity, we ask the Commission to adopt the required resolution to allow us to proceed with the Act 99 Funding mechanism, thus allowing us to proceed with the streetlight conversion project.

Issues & Questions Specified Should the City Commission approve the proposed finance offers from our three local banks; select one of the three banks to fund the streetlight project; and adopt the required resolution to implement the Act 99 Funding process?

Alternatives

1. Approve the proposed financing offers from our three local banks; select one of the three banks to fund the streetlight project; and adopt the required resolution to implement the Act 99 Funding process.

2. Direct solicitation of new or additional financing offers; do not select any of our local banks to fund the streetlight project; and do not adopt the required resolution .
3. Set this matter aside for further discussion, consideration, and decision at a future, scheduled meeting.

Financial Impact The cost to the City is approximately \$130K. This cost may be further reduced by \$20K if we receive and the City accepts the USDA grant. Bond repayment is approximately \$1,000 per month. These costs are offset by the estimated energy savings. Total financial assessment and projections of the project indicates that the City's overall cost savings will be approximately \$100 per month – not including any manpower savings that are realized during the life of the project.

Recommendations I recommend that the City Commission approve the proposed finance offers from our three local banks; select Isabella Bank to fund the streetlight project; and adopt Resolution 2016-042 (*copy att'd*) to implement the Act 99 Funding process.

Attachments

1. Resolution 2016-020.
2. Bank Proposals.
3. Resolution 2016-043.
4. Consumers Energy Rebate Offer.
5. Savings Estimate.
6. Streetlight Layout Plan.
7. USDA Grant Offer.

RESOLUTION 2016-020

A RESOLUTION OF THE CLARE CITY COMMISSION GRANTING AUTHORITY TO INITIATE PUBLIC ACT 99 PROCEEDINGS ASSOCIATED WITH THE PROPOSED STREETLIGHT LED CONVERSION PROJECT.

WHEREAS, Consumers Energy is offering a discount and rebate program for converting street lights and parking lot lighting to LED lighting; and

WHEREAS, said program has a limited amount of funding and is on a first-come, first-serve basis with no guarantee of funding for succeeding years; and

WHEREAS, the City Staff has reviewed the program and determined it has great potential for cost and energy savings; and

WHEREAS, the City Finance Director has confirmed that said conversion program is eligible for Public Act 99 funding; and

WHEREAS, the City Staff has requested authority to initiate the PA 99 process to allow funding for said Project should the City Commission subsequently approve the proposed Street Light LED Conversion Project for the City of Clare; and

WHEREAS, the City Commission has reviewed, considered, and discussed all said recommendations and determined it is prudent to provide said requested authority.

NOW THEREFORE BE IT RESOLVED THAT, the Clare City Commission hereby grants the authority to initiate the Public Act 99 Funding process which will tentatively be used as the primary funding mechanism should the Clare City Commission subsequently approve the proposed Street Light LED Conversion Project for the City of Clare.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 15th day of February 2016.

Diane Lyon, City Clerk

RESOLUTION 2016-043

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN
INSTALLMENT PURCHASE AGREEMENT

City of Clare
Counties of Clare and Isabella, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Clare, Counties of Clare and Isabella, State of Michigan, held on the 18th day of April, 2016, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

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

WHEREAS, the City of Clare, Counties of Clare and Isabella, State of Michigan (the "City"), has authorized the purchase from Medler Electric Company, Alma, Michigan (the "Vendor"), of certain high efficiency LED street and sidewalk light fixtures, as more particularly described in the Vendor's invoice dated April 6, 2016 (the "Equipment"); and

WHEREAS, under the provisions of Act 99, Public Acts of Michigan, 1933, as amended ("Act 99"), the City is authorized to enter into a contract or agreement for the purchase of the Equipment to be paid for in installments over a period not to exceed the useful life of the Equipment; and

WHEREAS, the outstanding balance of all purchases by the City under Act 99, exclusive of interest, may not exceed one and one quarter percent (1-1/4%) of the taxable value of the real and personal property in the City; and

WHEREAS, purchase of the Equipment pursuant to an installment purchase agreement will not cause the outstanding balance of all such purchases to exceed the limitation contained in Act 99 as set forth above; and

WHEREAS, an Installment Purchase Agreement (the "Agreement"), among the City, the Vendor and Isabella Bank (the "Bank"), for the purchase and financing of the Equipment has been prepared; and

WHEREAS, the total purchase price of the Equipment is \$145,370.00 (the “Purchase Price”); and

WHEREAS, the City has determined that it is necessary to finance a portion of the Purchase Price in the amount of not to exceed \$131,000 (the “Financed Purchase Price”) through execution of the Agreement, with the balance of the Purchase Price being paid from an energy efficiency incentive grant from Consumers Energy or other available funds of the City; and

WHEREAS, the Agreement is to be assigned by the Vendor to the Bank; and

WHEREAS, it is necessary to approve the Agreement and to authorize the Mayor and the City Clerk to execute and deliver the Agreement and to authorize certain other matters relating thereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Agreement is hereby approved substantially in the form attached hereto as Exhibit A. The City shall incur the debt described in the Agreement through execution of the Agreement by the Mayor and the City Clerk, which debt shall consist of the Financed Purchase Price in the amount of not to exceed \$131,000, or such lesser amount as shall be determined by the Mayor, the City Clerk or the Treasurer prior to execution of the Agreement. The Financed Purchase Price shall be payable in fifteen (15) annual installment payments of principal, with interest on the unpaid balance of the Financed Purchase Price payable annually at the rate of 2.24% per annum. The annual installments of principal and interest shall be payable on the dates and in the amounts as determined by the Mayor, the City Clerk or the Treasurer prior to execution of the Agreement; provided, however, that the final annual installment of principal shall be due not later than fifteen (15) years from the date of execution and delivery of the Agreement.

2. The Mayor and the City Clerk are hereby authorized and directed to execute the Agreement and deliver it to the Vendor, substantially in the form attached hereto as Exhibit A, with such additions, changes and modifications as shall be approved by the Mayor and the City Clerk and which are not inconsistent with the provisions of this resolution.

3. The useful life of the Equipment is hereby determined to be not less than fifteen (15) years.

4. The Mayor, the City Clerk, the City Manager and the Treasurer are each hereby individually authorized and directed to execute such additional certificates, agreements and documents and open such accounts as shall be necessary to effectuate the closing of the Agreement and the assignment thereof.

5. The assignment of the Agreement by the Vendor to the Bank is hereby approved.

6. The City hereby agrees to include in its budget for each fiscal year a sum that will be sufficient to pay the principal of and interest on the Agreement coming due before the next

fiscal year. In addition, the City hereby pledges to levy ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the Agreement, subject to applicable constitutional, statutory and charter tax rate limitations.

7. The City hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the obligations under the Agreement from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Agreement and moneys deemed to be proceeds of the Agreement.

8. The City hereby designates its obligations under the Agreement as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

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

AYES: Commissioners: _____

NAYS: Commissioners: _____

RESOLUTION DECLARED ADOPTED.

Diane Lyon
City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Clare, Counties of Clare and Isabella, State of Michigan, at a regular meeting held on April 18, 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.

Diane Lyon
City Clerk

EXHIBIT A TO RESOLUTION
FORM OF INSTALLMENT PURCHASE AGREEMENT

INSTALLMENT PURCHASE AGREEMENT

THIS AGREEMENT, dated as of April ___, 2016 (this "Agreement"), by and among the City of Clare, Counties of Clare and Isabella, State of Michigan (the "City"), Medler Electric Company, 2155 Redman Drive, Alma, Michigan 48801 (the "Vendor"), and Isabella Bank, P.O. Box 100, Mt. Pleasant, Michigan 48804 (the "Bank"), is as follows:

1. Purchase Price, Title and Useful Life. The City agrees to purchase and the Vendor agrees to sell the LED street and sidewalk light fixtures and equipment specified in the Vendor's invoice dated April 6, 2016 and attached hereto as Exhibit A (the "Equipment"), for the total sum of \$145,370.00 (the "Purchase Price"). The City will pay a portion of the Purchase Price in the amount of \$14,773.76 from available funds of the City upon delivery to and acceptance by the City of the Equipment, and shall pay the balance of the Purchase Price in the amount of \$130,596.24 (the "Financed Purchase Price") in fifteen (15) annual principal installments on April ___ of each year, commencing April ___, 2017, in the amounts set forth on Exhibit B attached hereto. The final principal installment of the Financed Purchase Price shall be due on April ___, 2031 in an amount equal to the unpaid principal balance of the Financed Purchase Price.

The City shall pay interest on the unpaid balance of the Financed Purchase Price to the Bank as the assignee of the Vendor in accordance with Section 3 hereof, at a rate of interest equal to 2.24% per annum from the date funds are disbursed by the Bank as set forth in Section 3 hereof, computed on the basis of a 360 day year of twelve 30-day months, which interest shall be payable annually on April ___ of each year, commencing April ___, 2017, as set forth on Exhibit B attached hereto.

Upon delivery to and acceptance by the City of the Equipment, title to the Equipment shall vest in the City. The City represents and agrees that the useful life of the Equipment is not less than fifteen (15) years.

2. Incorporation by Reference. The Vendor agrees to all of the instructions, terms and conditions as may be outlined in the Vendor's invoice dated April 6, 2016 and attached hereto as Exhibit A (the "Invoice") and any supplements and exhibits thereto, which are hereby incorporated by reference in full herein. In the event of a conflict in terms between this Agreement and the Invoice, the specific terms of this Agreement shall govern.

3. Assignment to Bank. The Vendor hereby irrevocably assigns this Agreement immediately to the Bank in consideration for and effective upon a payment from the Bank to the Vendor of an amount equal to the Financed Purchase Price. The City hereby consents to the assignment of this Agreement by the Vendor to the Bank, except with respect to the obligations and warranties of the Vendor set forth in or incorporated by reference in Section 2 and Section 5 of this Agreement, all of which the parties hereto agree shall remain the sole responsibility of the Vendor and shall not be assignable. With respect to the Bank only, the City hereby waives any defenses based upon warranty, failure or inability of the Vendor to perform its non-assignable

obligations. To the extent that funds are disbursed by the Bank in accordance with this Section 3, the City's obligation to the Bank is absolute and unconditional and shall remain in full force and effect until the amount of the payment to the Vendor by the Bank as specified in this Section 3, together with interest thereon as provided in this Agreement, shall have been paid by the City to the Bank, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

(a) Any failure of title with respect to the Vendor's or the City's interest in the Equipment specified herein or the invalidity or enforceability of this Agreement;

(b) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Vendor or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;

(c) To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Vendor from the performance or observation of any obligation, covenant or agreement contained in this Agreement; or

(d) The default or failure of the Vendor fully to perform any of its obligations set forth in this Agreement.

It is expressly agreed between the Vendor and the City, and the Bank by acceptance of the assignment of this Agreement agrees, that the City shall make all payments of principal and interest hereunder directly to the Bank.

The Vendor represents and warrants to the City and the Bank that the assignment to the Bank of this Agreement does not violate any agreement, contract or loan agreement to which it is a party, and that this Agreement has been duly executed and delivered by the Vendor.

4. Right of Prepayment. The City may prepay the unpaid balance of the Financed Purchase Price in whole or in part at any time without penalty or premium, and in any order of principal installments as the City may elect, upon not less than thirty (30) days prior written notice to the Bank, as assignee of this Agreement.

5. Warranty. The Vendor warrants the Equipment and its assembly of the Equipment to the extent set forth in the Invoice or as otherwise provided in writing by the Vendor. Any warranties of Vendor, and all manufacturer or supplier warranties with respect to the Equipment, shall not be assigned, but shall remain enforceable by the City.

6. Entire Agreement. This Agreement and the documents expressly incorporated by reference herein constitute the entire agreement of the parties with respect to the financing of the

Equipment. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, with respect thereto are hereby terminated.

7. Amendments. Any attempt to modify the terms of this Agreement shall be ineffectual unless in writing and signed by all parties hereto; provided, however, that following assignment of this Agreement by the Vendor to the Bank, the Vendor shall not be required to consent nor shall it have any right to consent to any modification of the financial terms of this Agreement between the City and the Bank.

8. Security and Tax Covenant. The obligation of the City to pay principal and interest under this Agreement is a limited tax general obligation of the City. The City shall include in its budget and pay each year, until this Agreement is paid in full, such sums as may be necessary each year to make all payments hereunder when due. The ability of the City to levy ad valorem taxes on the taxable property of the City for the payment of the obligations of the City under this Agreement, if necessary, is subject to applicable constitutional, statutory and charter tax rate limitations. The City covenants that it shall comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to delivery of this Agreement in order that interest thereon be (or continue to be) excludable from gross income for federal income tax purposes. The City has designated its obligations under this Agreement as "qualified tax-exempt obligations" for purpose of deduction of interest expense by financial institutions pursuant to the Code.

9. Governing Law; Authorization. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. This Agreement is entered into pursuant to the authority of Act 99, Public Acts of Michigan, 1933, as amended.

10. Iran Economic Sanctions Act. The Bank hereby certifies that it is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Act 517 of the Public Acts of Michigan of 2012 (MCL 129.311 et. seq.).

[remainder of page intentionally blank]

11. Counterparts. This Agreement may be signed in any number of counterparts, which counterparts shall be considered as one and the same instrument. Facsimile copies of this Agreement shall have the full force and effect of an original document.

CITY OF CLARE

By _____
Its: Mayor

By _____
Its: City Clerk

MEDLER ELECTRIC COMPANY

By _____
Its: _____

ISABELLA BANK
as assignee

By _____
Its: _____

EXHIBIT A TO INSTALLMENT PURCHASE AGREEMENT

[INVOICE TO BE ATTACHED TO FINAL AGREEMENT]

EXHIBIT B TO INSTALLMENT PURCHASE AGREEMENT

SCHEDULE OF PRINCIPAL AND INTEREST PAYMENTS

[PAYMENT SCHEDULE TO BE ATTACHED TO FINAL AGREEMENT]

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March 28, 2016

Mr. Steven Klingsbury
Treasurer, Finance and Technology Director
City of Clare
202 West Fifth Street
Clare, MI 48617

Dear Mr. Klingsbury;

Pursuant to the information contained in your Solicitation for Bids regarding the purchase of new high efficiency LED street and sidewalk light fixtures at an expected total cost of \$130,596.24, Mercantile Bank of Michigan is pleased to submit our unconditional and firm fixed rate bid of 3.15%, guaranteed through May 31, 2016.

The bid assumes: Instalment Purchase Agreement dated on or before May 31, 2016; annual principal and interest payments due on April 30, beginning April 30, 2017 and ending April 30, 2031; City of Clare has the option, without penalty, to prepay in whole or in part at any time upon thirty days written notice to us; and interest calculated on a 30 day month, 360 day year.

By signing below, I hereby certify that Mercantile Bank of Michigan is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Act 517 of the Public Acts of Michigan of 2012.

Thank you for including us in your solicitation.

Regards,

Charles E. Christmas
EVP – Chief Financial Officer



March 24, 2016

Steven J. Kingsbury
Treasurer, Finance and Technology Director
City of Clare
SKingsbury@cityofclare.org

Dear Mr. Kingsbury:

Isabella Bank is pleased to present this proposal for financing to the City of Clare with respect to the **Clare LED Street/Sidewalk Lighting Efficiency Project**. The conditions of this bid are as follows:

ISSUER:	City of Clare
TYPE OF FINANCING:	Installment Purchase Agreement
AMOUNT:	\$130,596.24
TERM:	15 years
TAX STATUS:	Tax-Exempt (Bank Qualified)
INTEREST RATE:	2.24% TIC, 30/360 accrual
REPAYMENT TERMS:	Principal and interest will be payable annually on April 30 th , commencing April 30, 2017
FINAL MATURITY:	April 30, 2031
PREPAYMENT FEES:	No prepayment penalty
PAYING AGENT:	Not required by Isabella Bank
CUSIP ASSIGNMENTS:	Not required by Isabella Bank
DTC CLOSING:	Not required by Isabella Bank

We appreciate the opportunity to assist with your financial needs. Should you have any questions regarding the structure or terms, please contact me at (989) 779-6234 or via email at dangner@isbellabank.com.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dennis P. Angner".

Dennis P. Angner
President & CFO
Isabella Bank Corporation



CHEMICAL BANK®

Member FDIC

333 E. MAIN STREET MIDLAND, MI 48640 |
T: 800.867.9757 | W: ChemicalBankMI.com

March 29, 2016

Steven J. Kingsbury, Treasurer
City of Clare
202 West Fifth Street
Clare, Michigan 48617

Dear Mr. Kingsbury:

Thank you for the invitation to make a proposal on an Installment Purchase Agreement in the amount not to exceed \$130,596.24 for the purchase of high efficiency LED fixtures. The note would be repaid in annual installments over a period of fifteen (15) years, the first principal and interest payment commencing on April 30, 2017, with annual payments of principal and interest thereafter.

Chemical Bank will make the loan as outlined in the Request for Proposal, except as noted below, **at a fixed interest rate of 3.04% per annum.**

This bid is subject to the following conditions:

- That the loan be exempt from federal and state income tax and further be declared to be a "Qualified Tax-Exempt Obligation" for the purpose of deduction of interest expense by financial institutions;
- That the loan be a general obligation of the City of Clare;
- That the loan be structured in accordance with Michigan statutes pertaining to the authority of Cities to borrow;
- That the City counsel provides loan documents and a legal opinion acceptable to bank counsel; and
- That the City files the required IRS report and provides a copy of the completed form to the bank.

This rate commitment will expires May 16, 2016, unless extended by the Bank in writing. The note may be prepaid at any time prior to maturity without penalty and no bank fees are associated with the issue. In the event that bond counsel is not retained by the issuer, Chemical Bank will select a bond counsel to prepare the required documents and any fees associated with the bond counsel shall be at the expense of the issuer.

Sincerely yours,

Linda L. Hammer
Vice President
Treasury Management Specialist

Thursday, March 31, 2016

Doug Jenkins
Medler Electric Company
2155 Redman Dr
Alma, MI 48801

RE: Project Funds Reserved
Consumers Energy Business Energy Efficiency Project ID# CE-16-137150
Project Location: 510 N MCEWAN ST
Applicant Business: City of Clare

Dear Doug Jenkins,

We are pleased to inform you that the Consumers Energy Business Energy Efficiency Program received your Pre-notification Application. After reviewing your application we have reserved \$14,769.12 of incentive funds for your project until 6/30/2016. If you applied for a Multiple Measure or Buy Michigan bonus, they are included in the reservation amount. Please be aware Multi Measure and Buy Michigan bonus program funding is limited. The bonus incentives are paid on a first-come, first served basis until funds are exhausted for the current program year.

Reserved funds are not transferable to other projects, facilities, and/or customers. This letter ensures that we will process your application for payment provided that, after review, your project :

- Remains eligible for incentives
- Is completed within the 90-day time period
- Is accompanied with the appropriate supporting documentation

Incentive amounts are not guaranteed and actual incentive amounts will be based on the final qualifying amount based on a review of the final application and project documentation (and may be capped at the reserved amount). Please be aware that incentive amounts may change between program years. To ensure your project qualifies for current year incentive levels, your project must be completed and appropriate supporting documentation submitted by November 30th of the current year. The Business Energy Efficiency Team will conduct inspections periodically throughout the application process and may contact you to schedule an inspection.

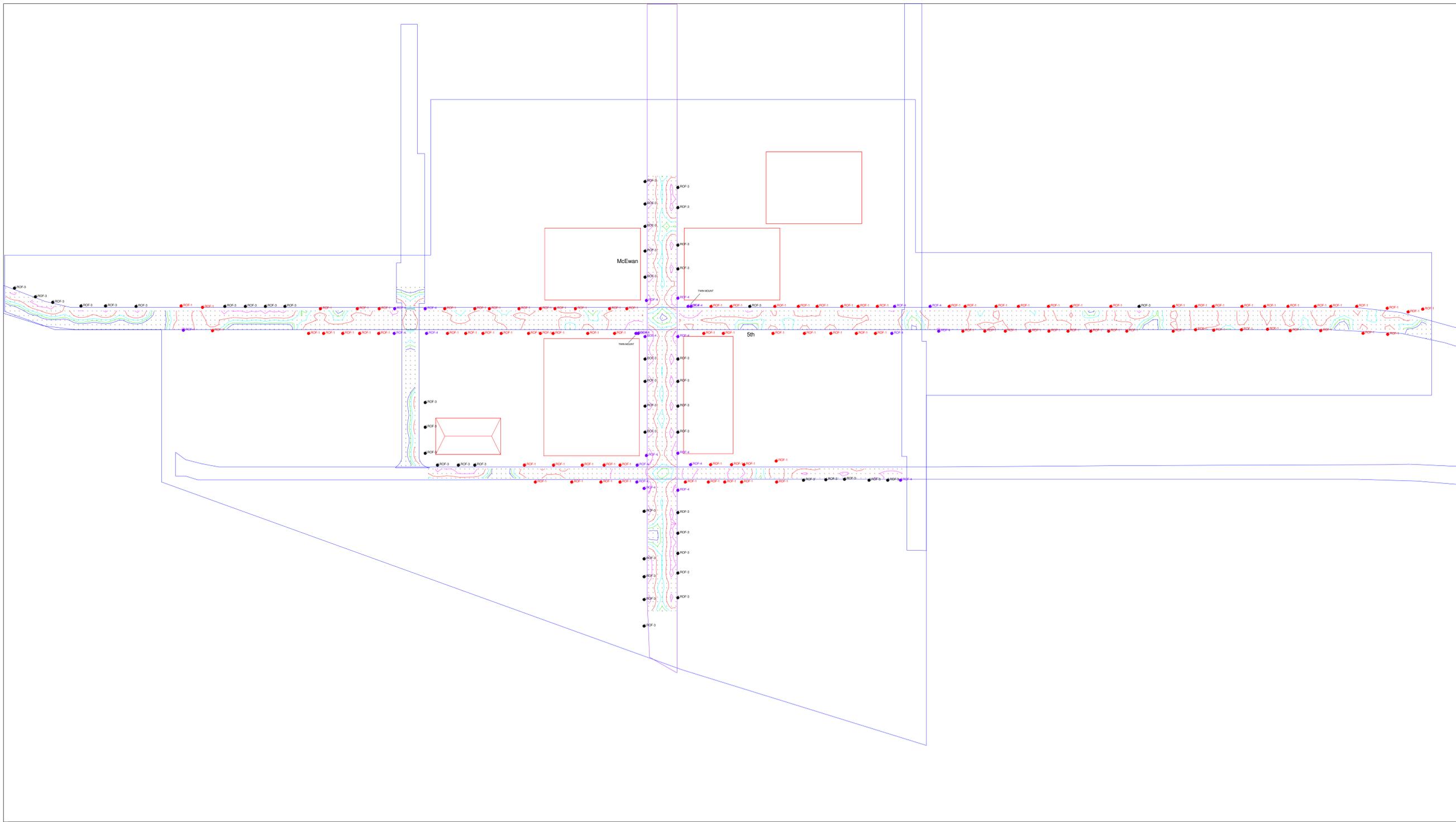
To facilitate timely processing of your final application, please submit all requested supporting documentation as listed in the specification pages of the application. If you're applying for a Buy Michigan incentive, please include an affidavit from the manufacturer to ensure incentive payment. The most recent versions of the applications are available on the Consumers Energy Web site at www.consumersenergy.com/mybusiness.

We appreciate your interest in the Business Energy Efficiency Program and the energy efficiency efforts you are undertaking. If you have questions, please call the Business Energy Efficiency Team at 1-877-607-0737, or e-mail us at ConsumersEnergyBusinessSolutions@cmsenergy.com.

Sincerely,



Rudy Chahine
Consumers Energy
Program Manager, Business Energy Efficiency



Revisions	Date	Comments

Drawn By: M. Woznicki
 Checked By:
 Date: 3/14/2016
 Scale:

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
●	99	LROF-1	SINGLE	N.A.	0.890	1503061315-004, MODEL_ 2
●	50	LROF-3	SINGLE	N.A.	0.890	1503061315-008, MODEL_ L
●	25	LROF-4	SINGLE	N.A.	0.890	1503061315-009, MODEL_ L

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
4th_Planar	Illuminance	Fc	1.49	3.5	0.0	N.A.	N.A.
5thSt_Planar	Illuminance	Fc	0.95	5.0	0.0	N.A.	N.A.
Beech_Planar	Illuminance	Fc	0.36	1.5	0.0	N.A.	N.A.
McEwan_McEwan	Illuminance	Fc	1.23	3.8	0.1	12.30	38.00

Fixtures: 99 LROF-1 Type 3
 28 watts; 2,369 lumens

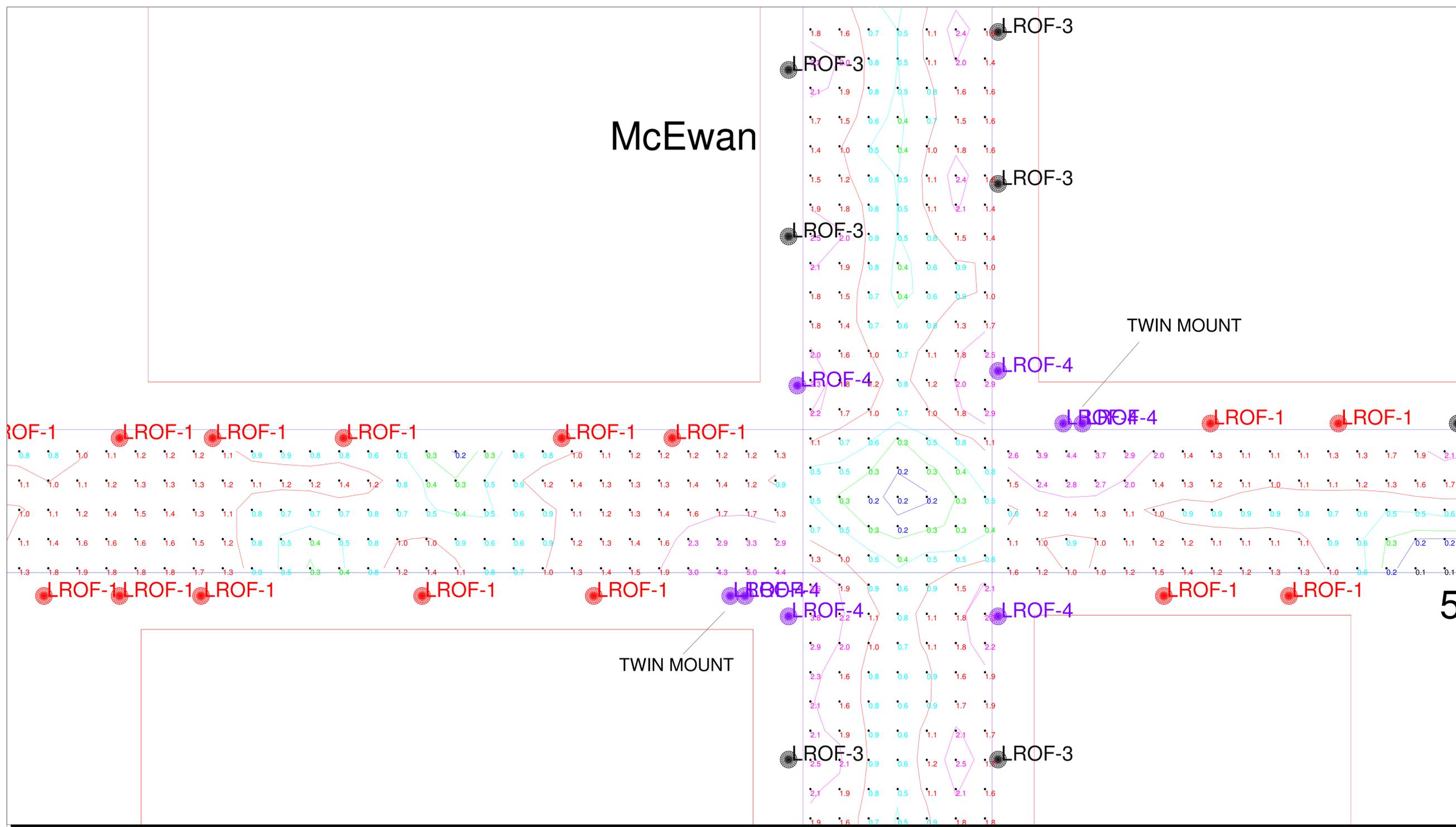
Fixtures: 50 LROF-3 Type 3
 58 watts; 4,572 lumens

Fixtures: 25 LROF-4 Type 5
 85watts; 6,807 lumens

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE THE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP. THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

Illuminance Values

■	0.2 - 0.29 fc
■	0.3 - 0.49 fc
■	0.5 - 0.99 fc
■	1.0 - 1.99 fc
■	2.0 - 5.0 fc



#	Date	Comments

Revisions	

Drawn By: M. Wozniicki
 Checked By:
 Date: 3/14/2016
 Scale:

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
●	99	LROF-1	SINGLE	N.A.	0.890	1503061315-004, MODEL_ 2
●	50	LROF-3	SINGLE	N.A.	0.890	1503061315-008, MODEL_ L
●	25	LROF-4	SINGLE	N.A.	0.890	1503061315-009, MODEL_ L

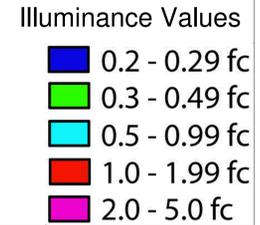
Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
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5thSt_Planar	Illuminance	Fc	0.95	5.0	0.0	N.A.	N.A.
Beech_Planar	Illuminance	Fc	0.36	1.5	0.0	N.A.	N.A.
McEwan_McEwan	Illuminance	Fc	1.23	3.8	0.1	12.30	38.00

Fixtures: 99 LROF-1 Type 3
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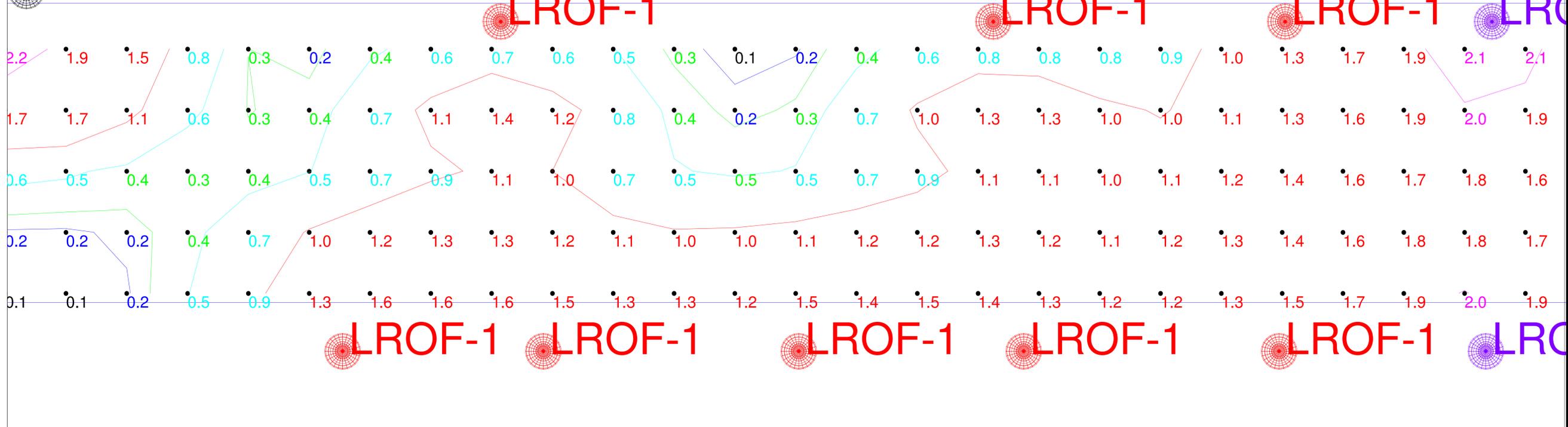
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LROF-3



Detail: 4th ave, west of McEwan

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
●	99	LROF-1	SINGLE	N.A.	0.890	1503061315-004, MODEL_ 2
●	50	LROF-3	SINGLE	N.A.	0.890	1503061315-008, MODEL_ L
●	25	LROF-4	SINGLE	N.A.	0.890	1503061315-009, MODEL_ L

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
4th_Planar	Illuminance	Fc	1.49	3.5	0.0	N.A.	N.A.
5thSt_Planar	Illuminance	Fc	0.95	5.0	0.0	N.A.	N.A.
Beech_Planar	Illuminance	Fc	0.36	1.5	0.0	N.A.	N.A.
McEwan_McEwan	Illuminance	Fc	1.23	3.8	0.1	12.30	38.00

Fixtures: 99 LROF-1 Type 3
28 watts; 2,369 lumens

Fixtures: 50 LROF-3 Type 3
58 watts; 4,572 lumens

Fixtures: 25 LROF-4 Type 5
85watts; 6,807 lumens

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE THE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP. THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

Illuminance Values

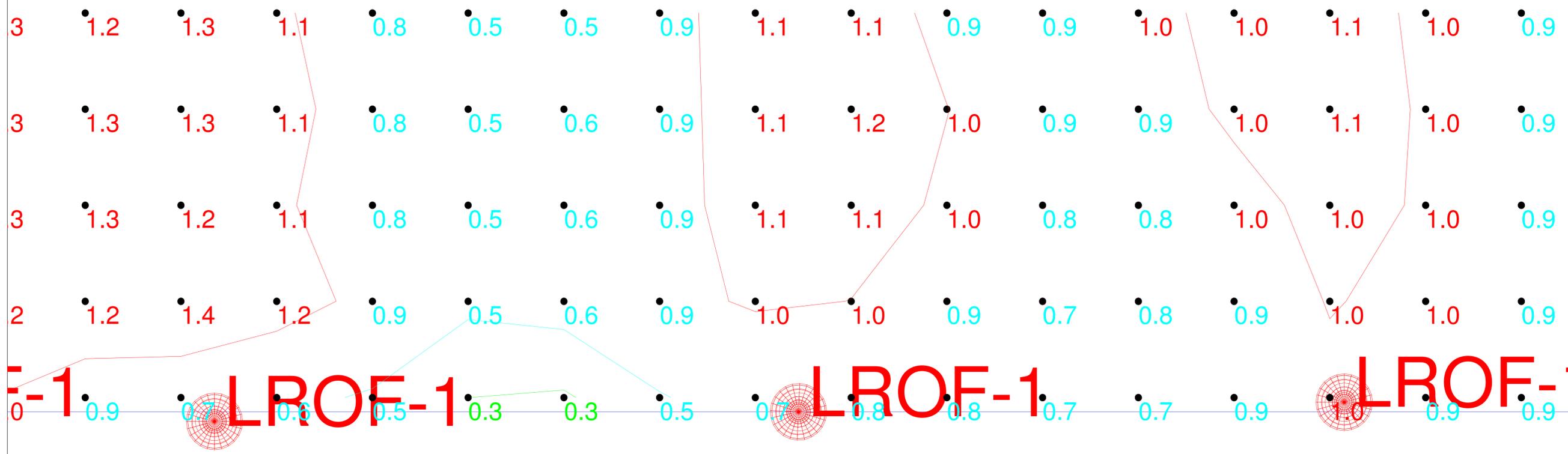
0.2 - 0.29 fc
0.3 - 0.49 fc
0.5 - 0.99 fc
1.0 - 1.99 fc
2.0 - 5.0 fc

#	Date	Comments

Revisions

Drawn By: M. Wozniacki
Checked By:
Date: 3/14/2016
Scale:

F-1 LROF-1 LROF-1 LROF-1



Revisions	
#	Comments

Drawn By: M. Woznicki
 Checked By:
 Date: 3/14/2016
 Scale:

Detail: 5th ave, east of McEwan

Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
●	99	LROF-1	SINGLE	N.A.	0.890	1503061315-004, MODEL_ 2
●	50	LROF-3	SINGLE	N.A.	0.890	1503061315-008, MODEL_ L
●	25	LROF-4	SINGLE	N.A.	0.890	1503061315-009, MODEL_ L

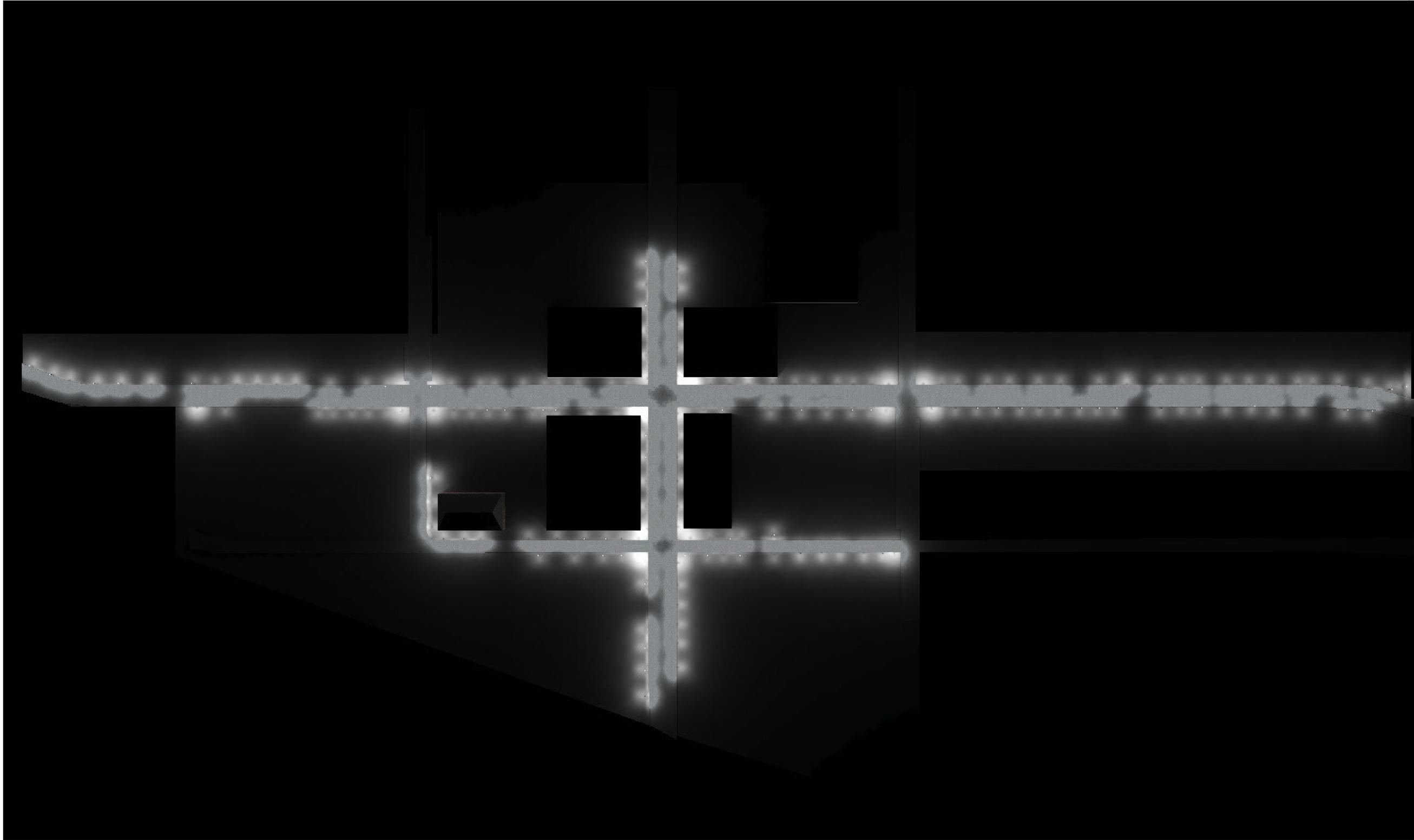
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
4th_Planar	Illuminance	Fc	1.49	3.5	0.0	N.A.	N.A.
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Illuminance Values

0.2 - 0.29 fc
0.3 - 0.49 fc
0.5 - 0.99 fc
1.0 - 1.99 fc
2.0 - 5.0 fc



City of Clare

3

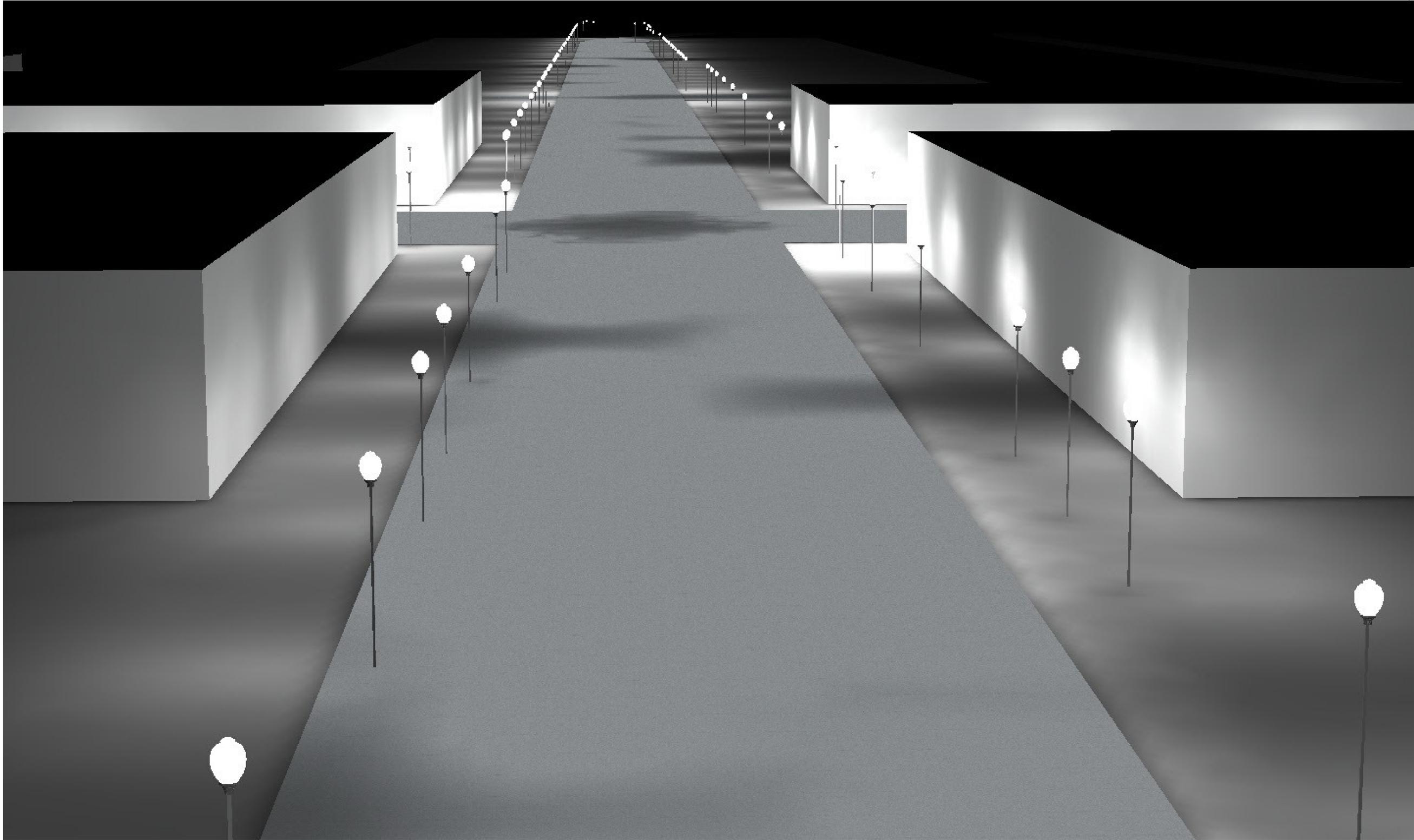
Drawn By: M. Wozniicki
Checked By:
Date: 3/14/2016

Scale:

Revisions

#	Date	Comments





#	Date	Comments

Revisions

Drawn By: M. Wozniicki
Checked By:
Date: 3/14/2016

Scale:

City of Clare

3



April 14, 2016
City of Clare
Attn: Patrick Humphrey, Mayor
207 W. 5th Street
Clare, MI 48617

RE) Energy Efficiency LED Street Lighting

Dear Mayor Humphrey:

We have reviewed your pre-application material in accordance with our instruction and it appears that you meet our requirements for eligibility. Enclosed you will find form AD-622, Notice of Preapplication Review Action, for your records.

This project has received a Project Selection Criteria Score of 95 points. Our records show that the assistance recommended by USDA, Rural Development would be a grant of \$20,000 for new LED Street Lighting. If this is not acceptable, or there are significant changes, please contact this office.

You are advised against taking any actions or incurring any obligations which would either limit the range of alternatives to be considered, or which would have an adverse effect on the environment. Satisfactory completion of the environmental review process must occur prior to the issuance of the Letter of Conditions.

General Public Meeting – Applicants should inform the general public regarding the development of any proposed project. Any applicant not required to obtain authorization by vote of its membership or by referendum, to incur the obligations of the proposed loan or grant, will hold at least one public meeting. The public should be notified of the meeting at least 10 days prior by newspaper publication and posting of notices. Supply this office with a copy of the published notice and minutes of the public meeting. The public meeting must be held after the Preapplication is filed and not later than loan approval.

If you have any questions, please contact me at (989) 246-0698.

Sincerely,



Jackie M. Morgan
Area Specialist

Cc: S/O Community Programs Division

U.S. DEPARTMENT OF AGRICULTURE
NOTICE OF PREAPPLICATION REVIEW ACTION

From: USDA, RURAL DEVELOPMENT
(Department, bureau, or establishment)

Agency Number
26-603

TO:
City of Clare
207 W. 5th Street
Clare, MI 48617

Reference Your Preapplication
Number 02 (LED Street Lighting)

Dated: 4/7/2016

1. We have reviewed your preapplication for Federal assistance under 10.766 and have determined that your proposal is:
 - Eligible for funding by this agency and can compete with similar applications from other grantees.
 - Eligible but does not have the priority necessary for further consideration at this time.
 - Not eligible for funding by this agency.
2. Therefore, we suggest that you:
 - File a formal application with us by 4/29/2016.
 - File an application with _____ (Suggested Federal agency).
 - Find other means of funding this project.
3. Based upon the funds available for this program over the last two fiscal years and the number of application reviewed, or pending, we anticipate that funds for which you are competing will be available after (month, year) **to be determined.**
4. You requested \$ **20,000** Federal funding in your preapplication form, and we:
 - Are agreeable to consideration of approximately \$20,000 in the formal application.
 - Will need to analyze the amount requested in more detail.
5. A preapplication conference will be necessary not necessary.
6. Enclosures: Forms Instructions Other (Specify) _____
7. Other Remarks: THE ATTACHED LETTER IS HEREBY MADE A PART OF THIS NOTICE.

Signature <i>Jackie Morgan</i>	Title Area Specialist	Date: 4/14/2016
Organizational Unit USDA, Rural Development	Administrative Office West Branch Sub-Area Office	Telephone Number (989) 345-5470
Address 240 W. Wright Street, West Branch, MI 48661		

NOTE: This form will be used by Federal agencies to inform applicants of the results of a review of their preapplication request for Federal assistance. When the review cannot be performed within 45 days, the applicant shall be informed by letter as to when the review will be completed. When Federal agencies determine that the proposal is not eligible for Federal assistance, specific reasons should be provided in Item 7 Other Remarks.

Cc: State Office – Community Programs Division

FORM AD 622 (12-72)