



333 West Michigan Avenue • Three Rivers, Michigan 49093  
269.273.1075 • [www.threeriversmi.org](http://www.threeriversmi.org)  
Fax: 269.273.3132

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July 21, 2025

Re: Request for Proposals

To Interested Parties:

The City of Three Rivers, Michigan (the “City”) is currently planning to enter into an Installment Purchase Contract, pursuant to Act 99 of the Public Acts of Michigan of 1933, as amended, with a third-party vendor or vendors in the aggregate principal financed amount of not to exceed \$2,202,241.00 to provide funds for the purpose of financing the cost of acquiring and equipping an aerial ladder truck and accessories for the Fire Department. The financed amount is expected to be disbursed by **October 1, 2025**. Security for the payments to be received pursuant to the Installment Purchase Contract will be the pledge of taxes levied upon all taxable property located within the City, subject to applicable constitutional, statutory and charter tax rate limitations.

It is the intent of the City to solicit bids from investors who may be interested in receiving an assignment of the vendor’s interest in the Installment Purchase Contract. Enclosed with this letter is a list of the minimum information required for a bid to receive consideration. **Sealed bids clearly marked “AERIAL LADDER TRUCK FINANCING” will be accepted until Thursday, August 28, 2025, at 2:00 p.m. at the City Clerk’s Office, Three Rivers City Hall, 333 West Michigan Avenue, Three Rivers, MI 49093.** No email or facsimile bids will be accepted. The City is seeking fixed interest rate bids for ten (10), twelve (12) and fifteen (15) year tax exempt financing terms.

The award, if any, will be made by the City Commission at its regular meeting on **September 2, 2025**. The City reserves the right to reject any and all bids, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City.

Thank you for your interest in this matter.

Sincerely,  
CITY OF THREE RIVERS

By: Paul Schoon  
Its: Fire Chief

**REQUEST FOR PROPOSALS**

**CITY OF THREE RIVERS  
COUNTY OF ST. JOSEPH, STATE OF MICHIGAN  
INSTALLMENT PURCHASE CONTRACT  
(GENERAL OBLIGATION – LIMITED TAX)**

**ISSUER:** City of Three Rivers, County of St. Joseph, Michigan (the “City”)

**STATUTORY AUTHORITY:** Act 99 of the Public Acts of Michigan of 1933, as amended.

**SECURITY:** The payments of principal and interest under the Installment Purchase Contract will be secured by a limited tax general obligation full faith and credit pledge of the City and payable from the general funds of the City and such other funds as are lawfully available. The full faith and credit and limited taxing power of the City is pledged for payment of the principal and interest, subject to applicable constitutional, statutory and charter tax rate limitations.

**AMOUNT TO BE FINANCED:** Not to exceed \$2,202,241.

**DATE OF ISSUE:** Date of Delivery, estimated on or before October 1, 2025.

**INTEREST:** Interest will be based upon a 30-day month and a 360-day year. Interest will be payable from the date funds are disbursed and will be payable April 1, 2026, and semi-annually each April 1 and October 1 thereafter.

**FINANCING TERM:** Either Ten (10), twelve (12) or Fifteen (15) years to be determined by the City. Principal will be due on October 1 of each year commencing April 1, 2026. Each bidder should prepare a separate maturity schedule for each of the Ten (10), Twelve (12) and Fifteen (15) year financing terms showing annual principal and semi-annual interest payments at the rate bid.

**RATINGS:** No request for a rating on the debt will be made by the City.

**PURCHASE PRICE:** 100%.

**PRIOR REDEMPTION:** Installments under the Contract will be subject to prepayment prior to maturity at the option of the City, on any date, without premium, with 30 days written notice. The City desires to have the ability to prepay without premium; however, if a premium is required by the bidder, the bid should indicate what that premium would be for prepayment.

**FORM OF DEBT:** Installment Purchase Contract. The successful bidder will be required to receive an assignment of the Installment Purchase Contract from the vendor(s).

**DELIVERY:** Delivery/Closing to occur by email and/or overnight courier.

LEGAL COUNSEL:

Miller, Canfield, Paddock and Stone, P.L.C. (“Miller Canfield”) will serve as bond counsel to the City with respect to the financing. The legal opinion and all documentation including, but not limited to, the Installment Purchase Contract will be provided by Miller Canfield at the closing at the City’s expense. In submitting a proposal, the bidder agrees to the representation of the City by Miller Canfield notwithstanding any potential or concurrent representation of the bidder by Miller Canfield in connection with any unrelated matter. Miller Canfield will not represent the bidder or the vendor in connection with the Installment Purchase Contract.

TAX EXEMPTION:

Subject to compliance with certain covenants, under existing law as presently interpreted, the interest to be received pursuant to the Installment Purchase Contract (a) is excludable from gross income for federal income tax purposes and (b) is not an item of tax preference for purposes of the federal alternative minimum tax. Further, the contract and the interest thereon are exempt from all taxation by the State of Michigan or by any taxing authority within the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The opinions set forth in this paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the contract in order that interest thereon be (or continue to be) excludable from gross income for federal and Michigan income tax purposes. The City will covenant to comply with all such requirements. Failure to comply with certain of such requirements could cause the interest on the contract to be included in gross income retroactively to the date of issuance of the contract. NO OTHER PROVISIONS OR CONDITIONS TO THE TAX EXEMPTION OF THE INTEREST UNDER THE CONTRACT WILL BE ACCEPTED BY THE CITY, AND EACH BIDDER, BY SUBMISSION OF SUCH A BID AGREES THAT ANY LANGUAGE IN A BID PURPORTING TO INCLUDE ANY ADDITIONAL PROVISIONS OR CONDITIONS SHALL BE INEFFECTIVE.

NOT BANK QUALIFIED:

The City will not designate the Installment Purchase Contract as a “qualified tax exempt obligation” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

CONTACT:

For further information contact:

Paul Schoon, Fire Chief  
City of Three Rivers  
333 West Michigan Avenue  
Three Rivers, MI 49093  
Telephone: (269)278-3755

-or-

Steven D. Mann, Principal  
Miller Canfield  
150 West Jefferson Avenue, Suite 2500  
Detroit, Michigan 48226 (US)  
Office: (313)496-7509  
Mobile: (734)262-6660  
[mann@millercanfield.com](mailto:mann@millercanfield.com)

**REQUEST FOR PROPOSALS  
ADDITIONAL INFORMATION**

**Proposals**

All proposals received in response to the RFP will be retained. To be considered, bidders:

- A. Must submit a complete response which must be consistent with the RFP.
- B. Proposals must be signed by an official authorized to bind the bidder to its provisions.
- C. Proposals must include a statement as to the period during which the proposal remains valid, which must be at least October 31, 2025.
- D. **MUST NOT INCLUDE ADDITIONAL PROVISIONS OR CONDITIONS OR OTHERWISE QUALIFY THEIR BID. EACH BIDDER, BY SUBMISSION OF SUCH BID TO THE CITY AGREES THAT ANY LANGUAGE IN A BID PURPORTING TO INCLUDE ANY ADDITIONAL PROVISIONS OR CONDITIONS OR QUALIFICATION SHALL BE INEFFECTIVE.**

**Rejection of Proposals**

The City reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City.

**Special Information**

- A. Addenda to the RFP. In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all parties who received the original RFP.
- B. Response Date and Award. Sealed Bids clearly marked “AERIAL LADDER TRUCK FINANCING” must be received **by Thursday, August 28, 2025 at 2:00 p.m.** by the City Clerk, City of Three Rivers, 333 West Michigan Avenue, Three Rivers, MI 49093, and the award, if any, is expected to be made on **September 2, 2025** at a regular meeting of the City Commission. No email or facsimile bids will be accepted.
- C. Incurred Costs. The City is not liable for costs incurred by any parties prior to issuance of the Installment Purchase Contract. The City will not pay for any legal expense incurred by a bidder in connection with the Request for Proposals.
- D. Delivery of Funds. The funds due at closing are to be deposited to an account to be established with the winning bidder. The disbursements to the vendors will be made from such account.

**EXAMPLE BID RESPONSE FORM**

\_\_\_\_\_, 2023

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City of Three Rivers, Michigan

**Re: City of Three Rivers, County of St. Joseph, State of Michigan**

**Act 99 Installment Purchase Contract**

Reference is made to your "Request for Proposal" covering the Installment Purchase Contract which is incorporated herein by reference.

For the assignment of the vendor's interests in the legally issued Installment Purchase Contract, we will pay the vendor(s) on behalf of the City the aggregate principal amount of \$2,202,241.00 and we understand that the City may reduce the amount to be financed prior to closing. Interest will begin to accrue on the date funds are delivered at the following rate of interest per annum:

Financing Term	Rate of Interest
Ten (10) Years	_____ %
Twelve (12) Years	_____ %
Fifteen (15) Years	_____ %

The installment payments of principal are due annually on each October 1, commencing April 1, 2026 to and including April 1 of the year of final maturity. Interest will be calculated on the basis of a 360 day year consisting of twelve 30-day months and will be paid semi-annually commencing April 1, 2026. Payments of principal and interest for the Installment Purchase Contract shall be as follows:

[please include payment schedules for Ten (10), Twelve (12), and Fifteen (15) year financing terms detailing principal maturities, interest payments and interest rate per annum.]

This proposal shall remain valid and the bidder agrees to honor the terms of this proposal through \_\_\_\_\_ [bidder to insert date which must be no earlier than October 31, 2025].

Respectfully submitted,

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