



AGENDA

NOTICE OF PROJECT PLAN PUBLIC HEARING

The City of St. Johns will hold a public hearing on the proposed St. Johns Wastewater Treatment Plant Improvements project for the purpose of receiving comments from interested persons.

The hearing will be held at 6:00 p.m. on Monday, April 24, 2023 at the following location:

Clinton County Courthouse,
100 E. State Street
Room 2200
St. Johns, MI 48879

The purpose of the proposed project is to make improvements to the existing collection system and treatment system. The improvements will allow for the continued treatment of sanitary sewage throughout the service area in accordance with the current NPDES permit.

Project elements include replacement of a portion of the Townsend Road Lift Station force main, replacement of Rotating Biological Contactors (RBCs), replacement of the tertiary treatment system, site work and ancillary improvements as necessary for a complete and functioning treatment system.

Long term positive impacts from the project include improved reliability of the treatment system and improved treatment efficiencies. Short term impacts related to construction activities could include increased construction traffic and disturbances in the immediate vicinity of the WWTP site and in the area of the Townsend Road Lift Station force main. There are no expected long-term, negative impacts.

The total estimated project cost is \$22,900,000. The project cost will be funded through a low interest Michigan Department of Environment, Great lakes, and Energy (EGLE) State Revolving Fund (SRF) loan.

Copies of the plan detailing the proposed project will be available for public inspection on and after April 7, 2023 for inspection on the St. Johns Website (<http://cityofstjohnsmi.com>) and at the following location:

St. Johns City Hall
100 East State Street #1100
St. Johns, MI 48879

Written comments received on or before Monday, April 24, 2023 will receive responses in the final project plan. Written comments should be sent to:

Joshua Redner, PE
Fishbeck, Inc.
1515 Arboretum Drive SE,
Grand Rapids, MI 49546

**RESOLUTION #9-2023 - A RESOLUTION ADOPTING A FINAL PROJECT PLAN
FOR WASTEWATER SYSTEM IMPROVEMENTS
AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

At a regular meeting of the City Commission of the City of St. Johns, held on April 24, 2023 in the City of St. Johns, Clinton County, Commission Chambers, commencing at 6:00 p.m.

Present:

Absent:

Motion by Commissioner ___ seconded by Commissioner ___ to adopt the following resolution:

WHEREAS, the City of St. Johns recognizes the need to make improvements to its existing wastewater treatment and collection system or its existing NPS pollution control/stormwater treatment system; and

WHEREAS, the City St. Johns authorized Fishbeck, Inc. to prepare a Project Plan, which recommends the construction of proposed improvements to the sanitary sewer collection system and the St. Johns Wastewater Treatment Plant; and

WHEREAS, said Project Plan was presented at a Public Hearing held on April 24, 2023 and all public comments have been considered and addressed;

NOW THEREFORE BE IT RESOLVED, that the City of St. Johns formally adopts said Project Plan and agrees to implement the selected alternatives including replacement of the Townsend Road Lift Station force main, replacement of the rotating biological contactors and replacement of the tertiary filtration system.

BE IT FURTHER RESOLVED, that the that the City Manager, a position currently held by Kristina Kinde, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City of St. Johns City Commission on April 24, 2022.

BY: _____

Name and Title *(please print or type)*

Signature

Date

City of St. Johns Wastewater Treatment Plant and Sanitary Sewer System Improvements

CWSRF Project Plan Public Hearing

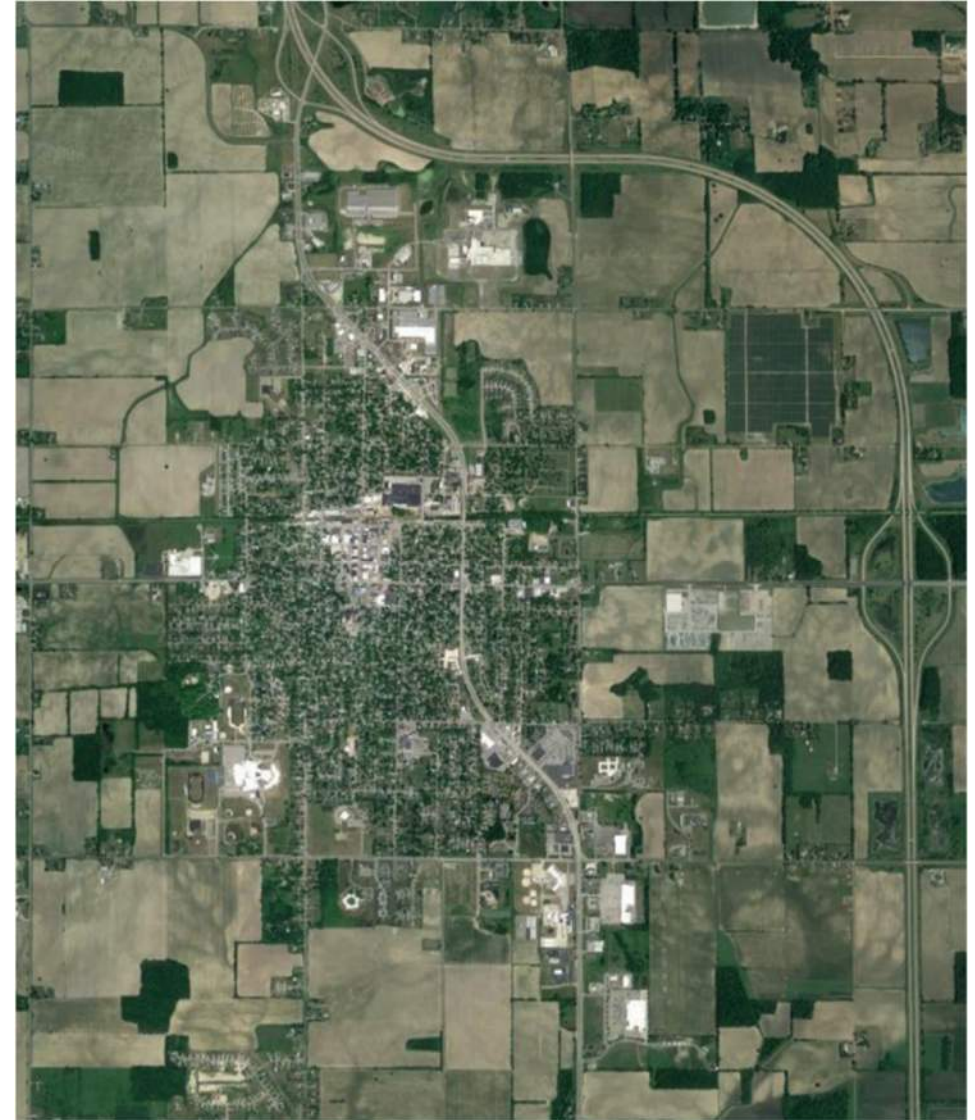


Public Hearing Contents

- Description of the water quality problems to be addressed by the project and the principal alternatives that were considered
- Description of the recommended alternative
 - Capital costs
 - Cost breakdown by project components
- Discussion of project financing and costs to users
 - Proposed method of project financing and estimated monthly debt retirement
 - Proposed annual, quarterly, or monthly charge to the typical residential customer
 - Any special fees that will be assessed
- Description of the anticipated social and environmental impacts associated with the recommended alternative and the measures that will be taken to mitigate adverse impacts
- In the event no one from the public attends the hearing (a reporter would be considered a member of the public, as would members of the applicant's governing body), the public hearing may be opened and closed without a formal presentation of the project plan. However, a transcript or recording must still be submitted with the final project plan documenting this action.

Agenda

- SRF Background & Description
- Collection System Overview
- Treatment Plant Overview
- Water Quality Problems Addressed
- Alternatives Considered
- Principal Alternatives
- Monetary Evaluation
- Social and Environmental Impacts Evaluation
- Next Steps



Aerial View of the City of St. Johns

Clean Water State Revolving Fund (CWSRF)

- Came from 1987 amendments to the Clean Water Act
- Administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE)
- Aimed to address water quality needs of communities.
- Provides low-interest funding to assist in studies & improvements to drinking and wastewater systems.



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

Collection System Overview

- Service Area includes the City of St. Johns and portion of Bingham Township
- Sewer size ranges from 4-inch to 24-inch
- Over 46-miles of sanitary sewer with five lift stations.
 - Townsend Road
 - Clinton Commons
 - Astwood Mews
 - Johnella Estates
 - Tolles



Sanitary Sewer Service Area

Wastewater Treatment Plant Overview



Aerial View of Existing WWTP

- Treatment Processes
 - Comminutor
 - Influent Pumps
 - Screening
 - Grit Removal
 - Flow Equalization
 - Primary Clarifiers
 - Rotating Biological Contactors
 - Secondary Clarifiers
 - Tertiary Filter Pumps
 - Tertiary Filters
 - Disinfection, Dechlorination and Reaeration
- Solids Handling
 - Anaerobic Digestion
 - Biosolids storage and liquid land application

Need for Project – Collection System

- Townsend Road Lift Station Force Main
 - 12-inch ductile iron section has no ability to be bypassed.
 - Multiple main breaks in recent years, 2015 and 2019.



Existing Townsend Road Lift Station

Need for Project - WWTP

- Ineffective Treatment - Tertiary Filter bypass during wet weather
- Aging Infrastructure - Rotating Biological Contactors showing signs of aging



Alternatives Considered – Townsend Road Lift Station Force Main

- Alternative 1.1 – No Action
 - Does not address need for project; not a principal alternative.
- Alternative 1.2 – Optimize Existing Facilities
 - Does not meet the project objective.
- Alternative 1.3 – Construction Alternative
 - Principle alternative

Alternatives Considered – Tertiary Treatment

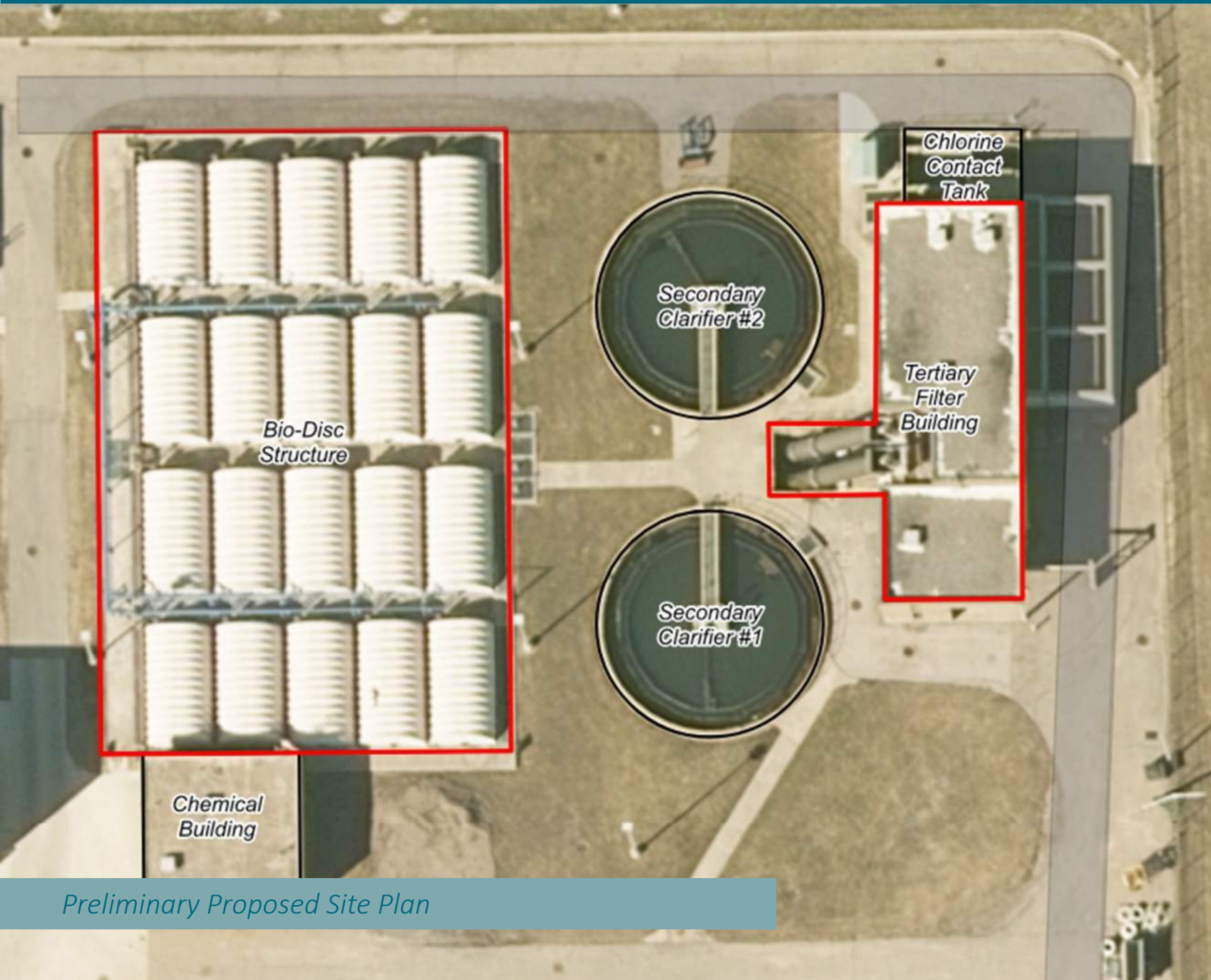
- Alternative 2.1 – No Action
 - Does not address need for project; not a principal alternative.
- Alternative 2.2 – Optimization of Existing Facilities: Replace with Similar Equipment
 - Wet weather will continue to compromise due to inadequate capacity for backwash
- Alternative 2.3 – Construction Alternative: Expansion of Flow Equalization Facilities
 - Adequate space within the WWTP footprint for construction of new tankage is unavailable.
- Alternative 2.4 – Construction Alternative: Replacement of Existing Tertiary Filtration with a New Disc Filtration System
 - Principle alternative
- Alternative 2.5 – Regional Alternative
 - No WWTP in vicinity

Alternatives Considered – Rotating Biological Contactors

- Alternative 3.1 – No Action
 - Does not address need for project; not a principal alternative
- Alternative 3.2 – Optimization of Existing Facilities: Replacement of Existing Facilities
 - Principal alternative
- Alternative 3.3 – Construction Alternative: Expansion of Secondary Treatment Process
 - Existing system is functioning at adequate capacity
- Alternative 3.4 – Regional Alternative: Connection to Existing Regional WWTP
 - No WWTP facilities in vicinity

Principal Alternatives

- Townsend Road Lift Station
 - Alternative 1.3 – Construction Alternative
- Tertiary Treatment
 - Alternative 2.4 – Construction Alternative: Replacement of Existing Tertiary Filtration with a New Disc Filtration System
- Rotating Biological Contactors
 - Alternative 3.2 – Optimization of Existing Facilities: Expansion of Conventional Activated Sludge



Chlorine
Contact
Tank

Secondary
Clarifier #2

Tertiary
Filter
Building

Bio-Disc
Structure

Secondary
Clarifier #1

Chemical
Building

Rotating
Biological
Contactor &
Tertiary Filter
Building
Proposed Site
Plan

Preliminary Proposed Site Plan

	Townsend Road Force Main	Tertiary Filter Replacement	Rotating Biological Contactor Replacement
Capital Cost	\$5,172,000	\$5,196,000	\$12,532,000
Annual OM&R Cost Savings	\$60,000	\$10,000	\$50,000
Salvage Value	\$2,693,200	\$1,945,600	\$2,398,000
Present Worth of 20 Years of OM&R Cost Savings	\$1,152,000	\$192,000	\$960,000
Present Worth of Salvage Value	\$2,437,515	\$1,760,890	\$2,170,341
20-Year Total Present Worth	\$1,582,485	\$3,243,110	\$9,401,659

Principal Alternative — Monetary Evaluation

*Additional information available
in Appendix 4 of the Draft
Project Plan.*

Social and Environmental Impacts Evaluation

Social Impacts

- Short term construction related impacts – traffic in project vicinity
- User costs
- Temporary construction job

Environmental Impacts

- Will adhere to local, state, and federal regulations for work within floodplains
 - Mitigated by soil erosion and sedimentation control measures
- Reduce risk of sanitary sewer overflow
- Effluent water quality
 - Improve water quality in Big Drain Ditch
- Positive impact to operations and overall sewer system reliability
- No impact to threatened or endangered species

Recommended: Principal Alternatives 1.3, 2.4, and 3.2

- Capital Cost = \$22,900,000
- Finance through SRF: 2023 Rates:
 - 20-year loan – 1.875%
 - 30-year loan – 2.125%
 - 30-year loan Disadvantaged applicant – 1.875%
- Continue with 3% annual cost of service increases.
- Considered “overburdened community”

Category	2023 Opinion of Probable Construction Cost
Townsend Road Force Main	\$5,172,000
Tertiary Filter Replacement	\$5,196,000
Rotation Biological Contactor Replacement	\$12,532,000
Total Capital Cost	\$22,900,00

Next Steps

- Project Plan
 - Resolution Adopting a Final Project Plan and Designating an Authorized Project Representative during the April 24, 2023, City Commission Meeting
 - Submit Final Project Plan by May 1, 2023
- Develop Milestone Schedule with EGLE project manager
- Final Design: June 2022 – February 2024
- Part I Application to MFA – Financial Review
- Part II Application – SRF program requirements
- Bid Project according to Milestone Schedule
 - Part III Application – Bid information and estimated loan disbursement schedule
- Construction: June 2024 – January 2026

Thank You



Wastewater Treatment Plant Clean Water State Revolving Fund Project Planning Document

City of St. Johns

Project No. 220486
April 7, 2023

REVIEW DRAFT

Wastewater Treatment Plant Clean Water State Revolving Fund Project Planning Document

**Prepared For:
City of St. Johns, Michigan**

**April 7, 2023
Fishbeck Project No. 220486**

Review Draft

1.0 Introduction1

2.0 Project Background.....1

2.1 Delineation of the Study Area.....1

2.2 Environmental Setting1

2.2.1 Cultural Resources1

2.2.2 Natural Environment1

2.2.2.1 Air Quality1

2.2.2.2 Wetlands1

2.2.2.3 Coastal Zones1

2.2.2.4 Floodplains2

2.2.2.5 Natural or Wild and Scenic Rivers2

2.2.2.6 Major Surface Waters2

2.2.2.7 Recreational Facilities.....2

2.2.2.8 Topography2

2.2.2.9 Geology2

2.2.2.10 Soils2

2.2.2.11 Agricultural Resources2

2.2.2.12 Fauna and Flora.....2

2.2.3 Land Use in the Study Area3

2.3 Population.....3

2.3.1 Current and Future Population to be Served by the Proposed Projects.....4

2.4 Economic Characteristics.....4

2.4.1 Economic Structure and Major Employers4

2.4.2 Median Annual Household Income.....4

2.4.3 Major Economic Characteristics4

2.5 Existing Facilities5

2.5.1 Collection System Overview5

2.5.2 Combined Sewers, System Bypasses and Combined Sewer Overflows5

2.5.3 Pump Stations.....5

2.5.4 WWTP Overview.....5

2.5.4.1 Raw Wastewater Pumping5

2.5.4.2 Preliminary Treatment5

2.5.4.3 Flow Equalization6

2.5.4.4 Primary Treatment.....6

2.5.4.5 Rotating Biological Contactors6

2.5.4.6 Secondary Clarifiers.....6

2.5.4.7 Tertiary Filter Influent Pumping6

2.5.4.8 Tertiary Filtration6

2.5.4.9 Disinfection6

2.5.4.10 Anaerobic Digesters6

2.5.4.11 Biosolids Storage Tank6

2.5.5 Physical Condition of Facilities.....7

2.5.6 Design Capacity, Existing Flows, and Characteristics7

2.5.7 Septage Receiving.....7

2.5.8 Major Industrial Discharges7

2.5.9 Physical Condition, Operation or Maintenance Problems7

2.5.10 Climate Resiliency7

2.6 Fiscal Sustainability Plan8

2.6.1 Inventory of Critical Assets8

2.6.2 Condition and Performance Evaluation8

2.6.3 Water and Energy Conservation8

2.6.4 Plan for Maintaining, Repairing, Funding, and Replacing the Treatment Works8

2.7 Need for Projects9

2.7.1 Townsend Road Lift Station Force Main9

2.7.2 Tertiary Filter Improvements9

2.7.3 Rotating Biological Contactors Replacement9

2.7.4 Compliance Status9

2.7.5 Orders 10

2.7.6 Water Quality Problems 10

2.7.7 Projected Needs for the Next 20 Years 10

2.7.8 Future Environment Without the Proposed Project 10

3.0 Analysis of Alternatives 10

3.1 Townsend Road Lift Station Force Main 11

3.1.1 Alternative 1.1 – No Action 11

3.1.2 Alternative 1.2 – Optimize Existing Facilities 11

3.1.3 Alternative 1.3 – Construction Alternative 11

3.2 Tertiary Treatment 11

3.2.1 Alternative 2.1 – No Action 11

3.2.2 Alternative 2.2 – Optimize Existing Facilities 11

3.2.3 Alternative 2.3 – Construction Alternative: Expansion of Flow Equalization Facilities 11

3.2.4 Alternative 2.4 – Construction Alternative: Replacement of Existing Tertiary Filtration with a New Disc Filtration System 12

3.2.5 Alternative 2.5 – Regional Alternative 12

3.3 Secondary Treatment 12

3.3.1 Alternative 3.1 – No Action 12

3.3.2 Alternative 3.2 – Optimize Existing Facilities 12

3.3.3 Alternative 3.3 – Construction Alternative: Expansion of Secondary Treatment Process 13

3.3.4 Alternative 3.5 – Regional Alternative 13

3.4 Analysis of Principal Alternatives 13

3.4.1 Monetary Evaluation 13

3.4.1.1 Salvage Value 14

3.4.1.2 Escalation 14

3.4.1.3 Mitigation Costs 14

3.4.2 Partitioning the Projects 14

3.4.3 Environmental Evaluation 14

3.4.4 Implementability and Public Participation 14

3.4.5 Technical and Other Considerations 15

3.4.5.1 Infiltration and Inflow Removal 15

3.4.5.2 Structural Integrity 15

3.4.5.3 Sludge and Residuals 15

3.4.5.4 Industrial Pretreatment 15

3.4.5.5 Growth Capacity 15

3.4.5.6 Areas Currently Without Sewers 15

	3.4.5.7	Reliability.....	15
	3.4.5.8	Alternative Sites and Routings	15
	3.4.5.9	Combined Sewer Overflows.....	15
	3.4.5.10	Contamination at the Project Site.....	16
	3.4.5.11	Green Project Reserve.....	16
4.0		Selected Alternatives	16
4.1		Relevant Design Parameters.....	16
	4.1.1	Townsend Road Lift Station Force Main	16
	4.1.2	Tertiary Treatment	16
	4.1.3	Secondary Treatment	17
4.2		Project Maps.....	17
4.3		Controlling Factors.....	17
4.4		Special Assessment District.....	17
4.5		Sensitive Features.....	17
4.6		Schedule for Design and Construction.....	18
4.7		Cost Summary.....	18
4.8		Authority to Implement the Selected Alternative.....	18
4.9		User Costs.....	18
4.10		Overburdened Community	19
4.11		Project Useful Life.....	19
5.0		Evaluation of Environmental Impacts	19
5.1		Direct Impacts.....	19
	5.1.1	Construction Impacts.....	19
	5.1.2	Operational Impacts	20
	5.1.3	Social Impacts	20
5.2		Indirect Impacts.....	20
5.3		Cumulative Impacts	20
6.0		Mitigation	20
6.1		Short-Term Construction-Related Mitigation	20
	6.1.1	General Construction.....	21
6.2		Mitigation of Long-Term Impacts	21
	6.2.1	Siting Decisions.....	21
	6.2.2	Operational Impacts	21
6.3		Mitigation of Indirect Impacts	21
7.0		Public Participation	21
7.1		Public Hearing Advertisement	21
7.2		Public Hearing.....	21
	7.2.1	Public Hearing Contents	21
	7.2.2	Comments Received and Answered	22
7.3		Adoption of the Project Planning Document.....	22

List of Tables

Table 1 – Endangered or Threatened Species.....3
 Table 2 – Population Trends3
 Table 3 – Employment by Industry4
 Table 4 – Median Annual Household Income 20164
 Table 5 – WWTP Existing Flow and Constituents7
 Table 6 – Townsend Road Lift Station Force Main Principal Alternative Monetary Evaluation 13
 Table 7 – Tertiary Filtration System Principal Alternative Monetary Evaluation..... 13
 Table 8 – Secondary Treatment Process Principal Alternative Monetary Evaluation 14
 Table 9 – Design and Construction Schedule 18
 Table 10 – Proposed Project Cost Summary 18

List of Figures

- Figure 1 Sanitary Sewer Service Area
 Figure 2 WWTP & Proposed Project Areas

List of Maps

- Map 1 Wetlands and Major Surface Waters
 Map 2 FEMA Floodplain
 Map 3 Topography
 Map 4 Quaternary Geology
 Map 5 Soils
 Map 6 Prime Farmland
 Map 7 Existing Structures
 Map 8 Existing Land Use
 Map 9 Population Density
 Map 10 Environmental Contamination

List of Appendices

- Appendix 1 Sanitary Map with Lift Stations
 Appendix 2 Excerpt from NPDES Permit
 Appendix 3 Violation History
 Appendix 4 Monetary Evaluation
 Appendix 5 Overburdened and Significantly Overburdened Community Status Determination Worksheet

List of Abbreviations/Acronyms

AMP	Asset Management Plan
BOD	Biological Oxygen Demand
City	City of St. Johns
CIP	Capital Improvement Program
CSO	combined sewer overflow
CWSRF	Clean Water State Revolving Fund
EGLE	Michigan Department of Environment, Great Lakes, and Energy
FEMA	Federal Emergency Management Agency
GIS	Geographic Information System
gpm	gallon per minute
HDPE	high-density polyethylene
mgd	million gallons in accordance with day
O&M	Operation and Maintenance
RBC	rotating biological contactor
SSO	sanitary sewer overflow
SWD	side water depth
USEPA	U.S. Environmental Protection Agency
VCP	vitrified clay pipe
WWTP	Wastewater Treatment Plant

1.0 Introduction

This Planning Document was prepared by Fishbeck on behalf of the City of St. Johns (City) to obtain a Clean Water State Revolving Fund (CWSRF) loan from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the construction of proposed improvements to the St. Johns Wastewater Treatment Plant (WWTP).

The City owns and operates a wastewater collection system and WWTP with surface water discharge to the Big Ditch Drain.

As a part of a Preliminary Evaluation of WWTP Expansion Alternatives for the City of St. Johns, the need for a priority of various projects were identified due to current insufficiencies and future industrial expansion within the city. Based on Fishbeck's Preliminary Evaluation of WWTP Expansion Alternatives, the projects identified for inclusion in this Project Planning Document include improvements to the tertiary filtration system, the rotating biological contactors (RBC), and the Townsend Road Lift Station. These improvements are necessary to maintain the overall reliability and treatment capacity of the WWTP.

2.0 Project Background

2.1 Delineation of the Study Area

Refer to Figure 1 for the sanitary sewer service area currently served by the St. Johns WWTP. The City's wastewater collection system, found in Appendix 1, includes approximately 46 miles of sanitary sewer, 5 pump stations, and the WWTP. The service area includes the City of St. Johns, and Bingham Township.

The proposed projects will occur within the premises of the WWTP site, along Townsend Road from Sunview Drive to Old US 27, and along Old US 27 and Scott Road from Townsend Road to Sturgis Street. The WWTP is located at 1012 Old U.S. 27, St Johns, Michigan, Clinton County. Refer to Figure 2 for the WWTP site plan and the project areas.

2.2 Environmental Setting

2.2.1 *Cultural Resources*

Based on a review of the National Register of Historic Places, there are no historical or culturally significant sites within the project area.

2.2.2 *Natural Environment*

2.2.2.1 Air Quality

The Federal Clean Air Act of 1963, as amended in 1970, 1977, and 1990, requires the U.S. Environmental Protection Agency (USEPA) to establish National Ambient Air Quality Standards which define the maximum permissible concentrations for pollutants considered harmful to the public and the environment.

There are no current or anticipated future air quality concerns with regards to the proposed projects. The proposed work will have no significant effect on the local air quality.

2.2.2.2 Wetlands

Wetlands within the study area are identified in Map 1. No impact on the wetlands associated with the improvement project are anticipated.

2.2.2.3 Coastal Zones

St. Johns is an inland city and there are no coastal areas within nor adjacent to the City.

2.2.2.4 Floodplains

A digital flood map was generated for the City using the Federal Emergency Management Agency's (FEMA's) online Flood Map Service Center (Map 2). There are no areas of the project site that are within the region of a floodplain.

2.2.2.5 Natural or Wild and Scenic Rivers

Michigan river miles designated as part of the National Wild and Scenic Rivers System, administered by the National Park Service, listed on the Michigan Department of Natural Resources website were reviewed. In accordance with the website, there are 16 designated rivers in the State of Michigan. There are no rivers of this designation within the project site.

2.2.2.6 Major Surface Waters

The WWTP discharges to the Big Ditch Drain which ultimately flows to the Grand River; however, the proposed improvements at the project site will not impact the Big Ditch Drain. There are no public water supply wells within the project site (Map 1).

2.2.2.7 Recreational Facilities

The 2020 edition of the St. Johns Downtown Development Master Plan was reviewed for the Parks and Recreation areas. The proposed projects at the project site will not have an impact on the existing or planned future recreational facilities.

2.2.2.8 Topography

The Clinton County Geographic Information System (GIS) was reviewed for topography around the project site. The elevations varied from 740 feet to 745 feet above sea level within the plant footprint (Map 3).

2.2.2.9 Geology

The Clinton County GIS indicates the project site consists of medium-textured glacial till, which is unstratified sand, silt, and clay. The proposed project site will not have an impact on the existing geologic features (Map 4).

2.2.2.10 Soils

The Clinton County GIS was reviewed for soil information. The soils at the project site predominantly consist of the hydrologic Group C/D soils (Map 5). Group C soil consists of sandy clay loam and Group D soil consists of silty clay loam.

Adverse soils or adverse subsoil conditions are not expected to be encountered during construction.

2.2.2.11 Agricultural Resources

The St. Johns Master Plan and the Clinton County GIS were reviewed for farmlands. There are no farmlands within the project site (Map 6).

2.2.2.12 Fauna and Flora

Endangered or threatened species are defined as those species that are or could become endangered or threatened and, therefore, are protected under the Endangered Species Act. The objective of the Act is to preserve and restore species threatened with extinction. The federally listed endangered and threatened species data by state was reviewed. The endangered and threatened species within Clinton County are detailed in Table 1.

Table 1 – Endangered or Threatened Species

Name	Designation
Black sandshell (<i>Ligumia recta</i>)	Endangered
Dwarf spike-rush (<i>Plantago cordata</i>)	Endangered
Heart-leaved plantain (<i>Plantago cordata</i>)	Endangered
Henslow’s sparrow (<i>Centronyx henslowii</i>)	Endangered
Indiana bat (<i>Myotis sodalists</i>)	Endangered
King rail (<i>Rallus elegans</i>)	Endangered
Lilliput (<i>Toxolasma parvum</i>)	Endangered
Prairie white-fringed orchid (<i>Platanthera leucophaea</i>)	Endangered
Snuffbox (<i>Epioblasma triquetra</i>)	Endangered
Three-square bulrush (<i>Schoenoplectus americanus</i>)	Endangered

The Michigan Natural Features Inventory by county has additional listings of fauna and flora with a state status of endangered, threatened, or special concern. The Michigan Natural Features Inventory was not contacted, as this has been deemed a non-equivalency project. Construction or operation activities within the project site are not anticipated to have long-term negative impacts (Map 7).

2.2.3 Land Use in the Study Area

The St. John Master Plan was reviewed for land use. The five types of land use within the township are residential, office, commercial, industrial, and public/quasi-public (Map 8). Within each land use type, there may be subgroups, such as low-density residential and general commercial.

The WWTP site is designated as Red, Commercial. There is no predicted change in land use in the study area over the 20-year planning period.

2.3 Population

A population review was conducted for the City, with the resulting data provided in Table 2. Census data was obtained for the City for 2000, 2010 and 2020. Past population trends have been used to estimate the current and future population within the communities served by the St. Johns WWTP. Since 1980 the population of the City of St. Johns has changed slightly. As such, the City population is not anticipated to significantly increase during the planning period. Population growth is expected to occur in Bingham Township. Planning estimates project that the population will approximately return to the high census population recorded in 2010 within the 20-year planning period. Population density information is shown in Map 9.

Table 2 – Population Trends

Year	Population
2000	7,458
2010	7,865
2020	7,698
2023 estimated	7,653
2028 projected	7,715
2033 projected	7,777
2048 projected	7,900

The total municipal population does not represent the projected planning area or the existing service area, as some areas of the population are served by other sanitary means. In general, population trends and projections are valuable indicators of overall regional growth. The current population served by the existing WWTP is

estimated to be 7,650 people. The 20-year projected population served by the proposed project is estimated to be 8,000 people.

2.3.1 Current and Future Population to be Served by the Proposed Projects

The proposed projects will not alter the current boundary of the service area, and it is expected that the existing population served by the WWTP will remain the same after implementation of the proposed projects.

2.4 Economic Characteristics

2.4.1 Economic Structure and Major Employers

The Region 2 Planning Commission and community master plans were reviewed. Table 3 displays employment by industry in the City and the WWTP customer communities.

Table 3 – Employment by Industry

Industry	St. Johns	Clinton County
Agriculture and Mining	50	1,050
Construction	225	2,178
Manufacturing	394	4,123
Transportation and Utilities	124	1,378
Information	16	546
Wholesale Trade	57	797
Retail	555	3,625
Finance, Insurance, and Real Estate	243	2,797
Tourism and Entertainment	159	2,780
Education and Health Care	829	9,034
Professional Services	234	3,462
Other Services	240	1,774
Government	191	3,167
Total	3,317	34,939

2.4.2 Median Annual Household Income

The median household income data released by US Census Bureau for fiscal year 2020 for the City and WWTP customer communities is displayed in Table 4.

Table 4 – Median Annual Household Income 2016

Area	Median Annual Household Income
St. Johns	\$59,890
Bingham Township	\$62,500

2.4.3 Major Economic Characteristics

The City’s population has remained relatively constant over the past 20 years. Growth in the region served by the WWTP is anticipated through the 20-year planning period. The regional population is projected to increase within the study area over the next 20 years, furthering the need for an improved WWTP.

2.5 Existing Facilities

2.5.1 Collection System Overview

The City of St. Johns has a collection system which spans 46 miles of sanitary sewer and consists of five lift stations. Sizes of mains within the collection system range from 4-inch to 24-inch, with the most common material being vitrified clay pipe (VCP). Refer to Appendix 1 for a map of the wastewater collection system.

2.5.2 Combined Sewers, System Bypasses and Combined Sewer Overflows

There are no known combined sewers, system bypasses (including sanitary sewer overflows), or combined sewer overflows (CSOs) within the collection system.

2.5.3 Pump Stations

The largest lift station is the Townsend Road Lift Station which services all sewer south of Sturgis Street. Other lift stations include the Clinton Commons Lift Station which services the Clinton Commons senior living center, the Astwood Mews Lift Station which services the easterly half of the Astwood Mews subdivision, the Johnella Estates Lift Station which services the northern and westerly half of the Johnella Estates Subdivision, and the Tolles Lift Station which services two business within the St. Johns industrial park on the north edge of town.

2.5.4 WWTP Overview

The City's WWTP provides tertiary treatment of wastewater discharged to the Big Ditch Drain. The drain is protected for agricultural uses, navigation, industrial water supply, public water supply in areas with designated public water supply intakes, warm water fish, other indigenous aquatic life and wildlife, partial body contact recreation, total body contact recreation (May through October), and fish consumption.

The WWTP has a reported design capacity of 1.9 mgd. The original plant was constructed in 1980, with major upgrades completed in 1997 and 2008. Raw wastewater flows by gravity to the plant and is then pumped to the preliminary treatment process (screening and grit removal). Following screening and grit removal, the wastewater can be directed to either the primary clarifiers or to the flow equalization tanks. Effluent from the primary clarifiers flows to five fixed film biological process trains, consisting of rotating biological contactors (RBCs) and two secondary clarifiers.

The effluent from the clarifiers is lifted by two tertiary filter influent pumps (screw pumps) up to six tertiary sand filters. Filtered wastewater then flows by gravity to the chlorine contact tank for disinfection using chlorine gas. The disinfected effluent is dechlorinated with sulfur dioxide prior to reaeration in a cascade aerator and discharge into the Big Ditch Drain.

2.5.4.1 Raw Wastewater Pumping

Incoming wastewater passes through a comminutor (with coarse bar rack bypass) to grind large solids for pump protection. Four vertical centrifugal pumps in the Pump and Control Building pump the wastewater to the screening and grit processes. The variable speed pumps have a firm capacity of 10.4 mgd.

2.5.4.2 Preliminary Treatment

The headworks facility includes screening and grit removal to remove solid materials (e.g., rags, grit, rocks, and other debris) from the influent wastewater. Screening is accomplished with a drum screen with a dewatering auger, discharging to a dumpster. The screen has a capacity of 6.5 mgd and can be bypassed by discharging back to the equalization tanks. The grit removal process has an aerated grit tank (16 feet wide x 16 feet long x 12 feet deep), with grit removed by an air lift pump. Removed grit is pumped to a grit washer before being deposited in a dumpster. The grit tank can be bypassed to the equalization tanks. From grit removal, the wastewater flows to the primary clarifier splitter box.

2.5.4.3 Flow Equalization

To buffer flows to the primary clarifiers to less than 6.25 mgd and diurnal flows after the primary clarifiers, there are two 400,000-gallon concrete tanks, each with a side water depth (SWD) of 13.5 feet. The equalization tanks are mixed and aerated using positive displacement blowers and coarse bubble diffusers.

2.5.4.4 Primary Treatment

The primary splitter box directs flow to two primary clarifiers, each 45 feet in diameter with a 12-foot SWD. The primary clarifiers have standard plow blade sludge collector mechanisms. Sludge is periodically removed by two 50 gallon per minute (gpm) variable speed primary sludge pumps and directed to the primary anaerobic digester.

2.5.4.5 Rotating Biological Contactors

There are five trains of RBCs with five stages (shafts) in each train. The first two stages have standard density RBCs (100,000 square feet per stage), and the last three stages have high density RBCs (150,000 square feet per stage). The units are mechanically driven and have fiberglass enclosures.

2.5.4.6 Secondary Clarifiers

There are two circular, center feed clarifiers, each 50 feet in diameter, with a SWD of 9 feet. The secondary clarifiers have standard plow blade sludge collector mechanisms. Sludge is periodically removed by three 50 gpm variable speed centrifugal sludge pumps and directed to the primary anaerobic digester.

2.5.4.7 Tertiary Filter Influent Pumping

The secondary effluent from the clarifiers is pumped to the filtration process using two 54-inch screw pumps. The pumps each have a capacity of 6.25 mgd.

2.5.4.8 Tertiary Filtration

The tertiary filtration process features six square rapid sand filters (three inside and three outside) for effluent polishing. Each filter is 13.5 feet square with mixed media. A 46,100-gallon clearwell below the filters provides the supply for two vertical turbine backwash pumps. Backwash water is returned to the equalization tanks. The filters can be bypassed with flow directed to the disinfection process.

2.5.4.9 Disinfection

Chlorine gas is used for disinfection. Two 50-pound (lb)/day chlorinators are used with 1-ton storage cylinders. The chlorine contact chamber (and clearwell) has a combined capacity of 72,000 gallons. Prior to discharge, the effluent is dechlorinated with sulfur dioxide using a gas sulfunator and 150-lb cylinders.

The disinfected effluent passes over a reaeration cascade to increase the dissolved oxygen prior to discharge to the Big Ditch Drain.

2.5.4.10 Anaerobic Digesters

Two high-rate anaerobic digesters provide biosolids stabilization. The north digester (primary) is 50 feet in diameter with a 22-foot SWD. The south digester is 40 feet in diameter with a 22-foot SWD. Both digesters are heated, and gas mixed. The system includes two 375,000 British thermal units per hour (btuh) biosolids heat exchangers and two positive displacement gas compressors for heating and mixing.

2.5.4.11 Biosolids Storage Tank

The biosolids storage tank is 50 feet in diameter with a depth of 19 feet, providing 280,000 gallons of storage prior to offsite land application.

2.5.5 Physical Condition of Facilities

The 2017 Preliminary Evaluation conducted by Fishbeck included a full rating of the physical condition of the facility assets. The report is available upon request. Several assets that are critical for the operation of the WWTP were identified to be either at or beyond their theoretical useful life. The continued use of such assets requires staff time for maintenance and reduces reliability due to the risk of breakdown during operation.

2.5.6 Design Capacity, Existing Flows, and Characteristics

The WWTP is permitted for a design flow of 1.9 mgd. The existing flow rate and influent characteristics based on daily data from 2016 through 2017 are presented in Table 5.

Table 5 – WWTP Existing Flow and Constituents

Parameter	Annual Average Value (2016–2017)
Average Flow	1.37 mgd
Carbonaceous Biochemical Oxygen Demand	123 mg/L
Total Suspended Solids	92 mg/L
Ammoniacal Nitrogen	11 mg/L
Total Phosphorus	3.1 mg/L

2.5.7 Septage Receiving

The St. Johns WWTP does not accept septage and does not have plans to accept septage within the 20-year planning period.

2.5.8 Major Industrial Discharges

No significant industrial discharge occurs; however, there is potential for future industrial growth which would result in increased industrial discharge.

2.5.9 Physical Condition, Operation or Maintenance Problems

The tertiary filters experience limitations during wet weather events. During wet weather events, the influent equalization tank is frequently full, which limits the ability to backwash the tertiary filters. This causes the tertiary filters to be partially bypassed on high level, limiting the amount of flow that receives tertiary filtration.

The existing RBC system is old and approaching the end of its useful life. In recent years the existing RBCs have started to have minor bearing and maintenance issues. These are signs that the RBCs may be approaching the end of their useful life, which is typical for 20-year-old mechanical equipment. Additionally, the biological treatment capacity will need to increase as influent flow and load continues to increase, whether due to the addition of new significant industrial users or through commercial and residential growth.

The force main lift station located on Townsend Road was constructed in two segments, one in 1978 and the other in the late 1990s. The section built in 1978 has experienced two pipe breaks in the past decade. The first occurred in 2015 and the other occurred in 2019.

2.5.10 Climate Resiliency

Climate changes, including more frequent and intense storms and more extreme flood events, could result in increased flow to the WWTP. More severe weather events may also result in more frequent loss of utility power.

The existing WWTP facility is equipped with a retention basin that can be used to retain primary treated effluent during high flow events. The proposed treatment system improvements will provide more reliable treatment to

accommodate increased flows that may result from climate changes for the next 25 years—over the useful life of the equipment.

2.6 Fiscal Sustainability Plan

In accordance with CWSRF requirements, a Fiscal Sustainability Plan must include an inventory of critical assets, evaluation of asset condition, certification of water and energy conservation efforts, and a plan for operation and maintenance (O&M) and funding. The 2017 Fishbeck's Preliminary Evaluation of WWTP Expansion Alternatives meets the Fiscal Sustainability Plan requirements for CWSRF funding.

2.6.1 Inventory of Critical Assets

An inventory of all WWTP assets was completed as part of the Fishbeck's Preliminary Evaluation of WWTP Expansion Alternatives. The proposed projects in this Project Planning Document include improvements to the following assets:

- Tertiary Sand Filtration
 - New Disk filters.
 - New pumping system.
 - Structural modifications to the filter building.
 - Modifications to pumping.
 - Modifications to building.
- RBCs
 - Replacement of the existing RBC mechanical equipment.
 - Townsend Road Lift Station Force Main Repairs.
- HDPE pipe
 - Horizontal Directional Drilling.

2.6.2 Condition and Performance Evaluation

A condition assessment and performance evaluation were completed for the WWTP as part of the Fishbeck Preliminary WWTP Site Expansion Alternatives. The proposed improvements were prioritized due to the current condition and criticality of the equipment within the treatment process.

2.6.3 Water and Energy Conservation

Water and energy conservation efforts will be implemented where operationally practical throughout the proposed projects. A certification that the City has evaluated and will be implementing water and energy conservation efforts as part of the proposed projects, will be submitted with the CWSRF Part III Application.

2.6.4 Plan for Maintaining, Repairing, Funding, and Replacing the Treatment Works

Replacement costs for the WWTP assets were identified as part of the Fishbeck Preliminary WWTP Site Expansion Alternatives. The City has an Asset Management Plan for maintaining, repairing, funding, and replacing the treatment works. An overall 10-year Capital Improvement Program (CIP) was developed, prioritizing projects and equipment replacement. The criteria for development of the CIP included asset scoring as well as operational optimization of the facilities.

This Project Planning Document includes proposed improvements to the treatment process and equipment prioritized by the City in the CIP.

2.7 Need for Projects

2.7.1 Townsend Road Lift Station Force Main

The Townsend Road Lift Station transfers wastewater from its location at Sunview Drive and Townsend Road to the WWTP located at 950 North US 27, via a force main. The force main was installed in two different segments. In 1978, a 12-inch segment from the lift station to the intersection of Sturgis Street and Scott Road was installed. In the late 1990s, a 15-inch force main was constructed to extend the force main to the WWTP. The section installed in the 1990s can be by-passed into a 15-inch gravity sewer in the event a break occurs, allowing time to make repairs and minimize the potential for a sanitary sewer overflow (SSO).

The 12-inch ductile iron section has no ability to be bypassed. Due to the high flow volume coming into the lift station, if a significant break were to occur, the wet well would have to be bypass pumped into the Steel and Walbridge storm water retention basin adjacent to the lift station. In recent years, main breaks along this stretch have been experienced, one occurring in 2015 and another in 2019. These were minor breaks that did not require a full bypass of the lift station but did require less than ideal repair methods to prevent a bypass.

Installation of a new force main from the Townsend Road Lift Station to the intersection of Sturgis and Scott Road is recommended. This project would include nearly 4,000 feet of 16-inch high-density polyethylene (HDPE) pipe installed by directional drilling methods. This will eliminate the concern of hydrogen sulfide deterioration and failure of the existing ductile iron pipe.

2.7.2 Tertiary Filter Improvements

The existing tertiary filter feed pumps have a firm capacity of 6.25 mgd and the 6 existing tertiary sand filter cells have a firm capacity of 6.56 mgd at the peak hour flow rate. Backwash from the sand filters is typically approximately 10% of the forward flow and is directed to the influent equalization tank. During wet weather events, the influent equalization tank is frequently full, which limits the ability to backwash the tertiary filters. This causes the tertiary filters to be partially bypassed due to a high water level in the filter tanks, limiting the amount of flow that receives tertiary filtration.

This bottleneck could be reduced or eliminated with the implementation of a more efficient tertiary filtration system. Reducing the tertiary backwash rate will reduce the flow to the secondary treatment process and will help refine the scope of future improvements to the secondary treatment process.

2.7.3 Rotating Biological Contactors Replacement

In recent years the existing RBCs have started to have minor bearing and maintenance issues. These are signs that the RBCs may be approaching the end of their useful life, which is typical for 20-year-old mechanical equipment. In kind replacement of the existing mechanical equipment is recommended to maintain long term system reliability and to avoid more costly emergency repairs.

2.7.4 Compliance Status

The City is authorized to discharge flow from the St. Johns WWTP in accordance with Nation Pollutant Discharge Elimination System (NPDES) Permit Number MI0026468 issued by EGLE. An excerpt of the most recent permit issued February 9, 2015 is provided in Appendix 2. Discharges from St. Johns WWTP are permitted to the St. Johns Big Ditch Drain via Outfall 001. While the WWTP does not have a history of regular permit violations, permit exceedances related to wet weather events occurred in April 2017 (fecal coliform exceedance), February 2018 (BOD exceedance), and April 2018 (BOD exceedance). Additionally, sanitary sewer overflows from the wastewater system occurred on December 30, 2019 and from February 20, 2018 through February 21, 2018. Correspondence from the City documenting these exceedances are provided in Appendix 3. Despite these occurrences, the

permittee has successfully demonstrated that the St. Johns WWTP provides adequate treatment of wastewater and complies with the water quality standards set forth by its permit.

2.7.5 Orders

There are no current court orders, federal or state enforcement orders, or administrative consent orders that impact the WWTP.

2.7.6 Water Quality Problems

The WWTP currently meets the effluent limits set forth in the NPDES permit. Plant staff have been diligent with O&M tasks and have maintained successful operation of the WWTP. However, operating aged equipment is less reliable and poses a risk of water quality problems in the future due to equipment breakdown during operation. Wet weather events have caused treatment issues in recent years. Replacing the tertiary filters with an alternative that produces lower backwash volumes could relieve capacity in the existing influent equalization tanks.

2.7.7 Projected Needs for the Next 20 Years

The City's sewage flows have remained consistent over the last 20 years. The population projections were reviewed for the service area. Significant industrial user growth is expected within the near future. Therefore, expansion of the existing WWTP and its unit processes will be needed for the 20-year planning period.

The proposed improvements in this Project Planning Document involve critical equipment that is necessary to provide reliable treatment and meet the NPDES permit requirements for the next 20-years.

2.7.8 Future Environment Without the Proposed Project

Without the proposed improvements to the WWTP facility, there will be continued issues with increasing frequency. Currently, during wet weather events the tertiary filters are bypassed during backwash which will continue without proper improvements. Maintenance on the rotating biological contactors will become increasingly frequent as the system ages and approach the end of its intended lifespan. SSO events due to pipe failure become more likely as the Thompson Road Lift Station force main continues to age.

3.0 Analysis of Alternatives

Several alternatives were developed for the three major components of the proposed project including the Townsend Road Lift Station, RBC secondary treatment process, and the tertiary treatment process. The alternatives were evaluated to determine the additions, expansions, or replacements that can be made to improve system reliability and operation. Identified alternatives to improve force main reliability and efficiency of the tertiary treatment process are described in this section. The alternatives were evaluated using the following project objectives:

- Enhance reliability of conveyance facilities to reduce maintenance concerns and potential for SSOs.
- Ensure reliable wastewater treatment during wet weather.
- Replace existing aged equipment for treatment reliability and/or redundancy.
- Replace existing equipment with process technology with improved efficiency.
- Utilize existing equipment locations and space available.
- Maintain plant operations during construction.
- Minimize environmental impact during construction

The identified improvements are based on meeting full projected flow and load. An in-depth analysis for each principal alternative includes a monetary evaluation, an implementability assessment, an evaluation of potential environmental impacts, and an evaluation of technical differences between alternatives.

3.1 Townsend Road Lift Station Force Main

3.1.1 *Alternative 1.1 – No Action*

Alternative 1.1 would maintain the existing force main to the WWTP. It would not involve capital expenditure and would not have construction impacts. However, in the event of a main break, emergency repairs would be necessary and environmental impacts would be likely. Therefore, Alternative 1 is not considered a principal alternative and will not be considered further.

3.1.2 *Alternative 1.2 – Optimize Existing Facilities*

The optimization alternative (Alternative 1.2) would include lining the existing force main to provide structural integrity, minimizing the potential for main breaks. However, lining would reduce the capacity of the main and require bypassing of the pump station. Bypassing would result in environmental impacts and lining would reduce the pumping capacity of the lift station.

This alternative does not meet the project objectives and will not be evaluated further as a principal alternative.

3.1.3 *Alternative 1.3 – Construction Alternative*

Alternative 1.3 would replace the existing force main with a new parallel force main between the lift station and the connection to the existing 15-inch force main. This alternative will maintain the lift station capacity and will minimize environmental impacts since bypass pumping would be limited to short periods for tie-ins at the lift station and 15-inch force main. Installing the force main using horizontal directional drilling methods would minimize construction impacts. This alternative would involve capital costs but would reduce future maintenance costs.

This alternative meets the project objectives and will be evaluated further as a principal alternative.

3.2 Tertiary Treatment

3.2.1 *Alternative 2.1 – No Action*

Alternative 2.1 would maintain the existing mode of operation for tertiary treatment at the WWTP. It would not involve capital expenditure and would not have construction impacts. Due to current flow equalization capacity limitations that result in bypassing of the tertiary filters during wet weather, Alternative 1 is not considered a principal alternative and will not be considered further.

3.2.2 *Alternative 2.2 – Optimize Existing Facilities*

The optimization alternative includes replacing the existing tertiary filtration system with similar equipment. However, this does not address treatment technology efficiency, peak/wet weather treatment capacity, nor operational flexibility. Treatment efficiency during wet weather events will continue to be compromised due to inadequate capacity for backwash storage.

Alternative 2.2 does not meet the project objectives and will not be evaluated further as a principal alternative.

3.2.3 *Alternative 2.3 – Construction Alternative: Expansion of Flow Equalization Facilities*

Alternative 2.3 would maintain the existing tertiary treatment process but would expand the capacity of flow equalization to account for both wet weather/diurnal flow as well as the backwash flow from the filters. It would involve both capital and additional O&M expenditures and would also have impacts on the WWTP during

construction. Construction would include additional tankage, aeration and mixing equipment and piping. However, adequate space within the WWTP footprint for construction of new tankage is not available. Therefore, Alternative 2.3 is not considered feasible and will not be considered further.

3.2.4 *Alternative 2.4 – Construction Alternative: Replacement of Existing Tertiary Filtration with a New Disc Filtration System*

During wet weather events, the influent flow equalization tank is frequently full, which limits the ability to backwash the tertiary filters. Backwash from the sand filters is typically approximately 10% of the forward flow. This causes the tertiary filters to be partially bypassed on high level, limiting the amount of flow that receives tertiary filtration.

Simply adding additional tertiary filtration capacity will not correct the backwash limitations. Modifying the tertiary filtration system to a cloth disk tertiary filtration system can reduce the backwash capacity to approximately 2% of the forward flow, thereby increasing the throughput during wet weather events.

In this alternative, replacement of the tertiary filter influent feed pumps and sand filters will be needed to meet future flow demands and improve process efficiency. This improvement will provide operational flexibility and overall reliability of the filtration process during peak/wet weather scenarios.

The proposed tertiary filter influent pumping system and the proposed cloth disk tertiary filters will have a firm capacity of 8.2 mgd. Implementation of the new pumping system requires the elimination of the existing tertiary filter screw pumps. Implementation of the cloth disk tertiary filters requires the elimination of the sand filters, structural modifications to the tertiary filter building, as well as significant modifications to the piping within the tertiary filter building.

Alternative 2.4 meets the project objectives and will be evaluated further as a principal alternative.

3.2.5 *Alternative 2.5 – Regional Alternative*

There are no wastewater treatment facilities in the vicinity of St Johns with capacity to handle the additional flow required. Therefore, Alternative 2.5 is not considered to be a feasible alternative to address tertiary treatment concerns.

3.3 *Secondary Treatment*

3.3.1 *Alternative 3.1 – No Action*

Alternative 3.1 would maintain the existing mode of operation for secondary treatment at the WWTP. It would not involve capital expenditure and would not have construction impacts. The City has observed that the existing RBC equipment has had an increased rate of minor bearing and maintenance issues. The City anticipates that RBC failures will continue to be more common as the existing equipment continues to age resulting in more costly emergency repairs and potentially limiting treatment capacity. Alternative 3.1 does not address the project objectives, is not considered a principal alternative, and will not be considered further.

3.3.2 *Alternative 3.2 – Optimize Existing Facilities*

The RBC treatment system has performed well by providing a low operating cost system that produces an effluent that generally meets the NPDES permit limits. Influent loading to the St. Johns WWTP is not anticipated to increase. For these reasons, optimizing the existing facilities by providing direct equipment replacement is considered a principal alternative and will be evaluated further.

3.3.3 Alternative 3.3 – Construction Alternative: Expansion of Secondary Treatment Process

At this time, additional loading the RBC is not anticipated. Replacement of the existing mechanical equipment should continue to provide adequate treatment capacity for the existing service are. Because the existing equipment has adequate capacity, an expansion of the secondary treatment process is not required and Alternative 3 will not be considered a principal alternative.

3.3.4 Alternative 3.5 – Regional Alternative

There are no wastewater treatment facilities in the vicinity of St. Johns with capacity to handle the additional flow required. Therefore, this alternative is not considered to be a feasible alternative.

3.4 Analysis of Principal Alternatives

Implementation of Alternatives 1.3, 2.4, and 3.2 are considered to be the principal alternatives as they are the only alternatives that meet the project objectives.

3.4.1 Monetary Evaluation

A monetary evaluation was completed for the principal alternative using a 20-year present worth analysis with a recommended discount rate of 0.4%. To determine the salvage value after the 20-year planning period, straight-line depreciation with the recommended discount rate was used.

A summary of the monetary evaluation for the principal alternative is presented on Tables 6, 7 and 8.

Details of the opinion of probable costs are included in Appendix 4. These costs are preliminary estimates and will be further refined during design.

The anticipated impact on user costs is discussed in Section 4.9.

**Table 6 – Townsend Road Lift Station Force Main
Principal Alternative Monetary Evaluation**

Category	Alternative 1.3
Capital Cost	\$5,172,000
Annual O&M Cost Reduction	(\$60,000)
Salvage Value	(\$2,693,200)
Present Worth of O&M Cost Reduction	(\$1,152,000)
Present Worth of Salvage Value	(\$2,437,515)
20-Year Total Present Worth	\$1,582,485

**Table 7 – Tertiary Filtration System
Principal Alternative Monetary Evaluation**

Category	Alternative 2.4
Capital Cost	\$5,196,000
Annual O&M Cost Reduction	(\$10,000)
Salvage Value	(\$1,945,600)
Present Worth of O&M Cost Reduction	(\$192,000)
Present Worth of Salvage Value	(\$1,760,890)
20-Year Total Present Worth	\$3,243,110

**Table 8 – Secondary Treatment Process
Principal Alternative Monetary Evaluation**

Category	Alternative 3.4
Capital Cost	\$12,532,000
Annual O&M Cost Reduction	(\$50,000)
Salvage Value	(\$2,398,000)
Present Worth of O&M Cost Reduction	(\$960,000)
Present Worth of Salvage Value	(\$2,170,341)
20-Year Total Present Worth	\$9,401,659

3.4.1.1 Salvage Value

The planning period for the monetary evaluation is 20 years. At the end of this period, portions of the proposed structures and equipment will have a salvage value. Straight-line depreciation was used to calculate the salvage values for the principal alternative. The present worth of the salvage value for the assets was computed using the real discount rate. The present worth of the salvage value for the principal alternatives is provided on Tables 6, 7 and 8.

3.4.1.2 Escalation

The monetary evaluation allows for energy costs and land values to be escalated. The cost of labor, equipment, and materials is not escalated. For this monetary evaluation, energy costs have not been escalated and land values are not included in the evaluation.

3.4.1.3 Mitigation Costs

No mitigation costs are anticipated as part of the proposed projects.

3.4.2 *Partitioning the Projects*

No partitioning of the project is anticipated as part of the proposed project.

3.4.3 *Environmental Evaluation*

The principal alternative for the force main improvements will occur along the existing force main route. The new force main will be installed using horizontal directional drilling, therefore, construction activities for the principal alternative have limited short-term disruption.

The principal alternative for the proposed improvements will occur at the existing WWTP site. Therefore, construction activities for the principal alternative have limited short-term disruption.

Long-term, the proposed improvements will provide reliable treatment, flexibility in operations, and eliminate the risks associated with operating aged equipment.

3.4.4 *Implementability and Public Participation*

The implementability restrictions for these projects are minimal. The financial burden of the projects will be manageable for the City. The public has been, and will continue to be, provided with opportunities to comment on the projects. Public concerns will be considered whenever possible throughout the design and construction of the proposed improvements.

3.4.5 Technical and Other Considerations

3.4.5.1 Infiltration and Inflow Removal

Inflow and infiltration (I/I) is defined as clear water entering the system during wet weather or high groundwater conditions. In certain instances, I/I removal may be cost-effective compared to the operational costs for transport and treatment of the clear water. This project does not include measures to try to reduce I/I from the collection system as I/I does not generally result in a capacity problem. For the study period, during spring months (March, April, and May) the influent flow averaged 1.73 mgd while during the fall months (September, October, and November) the influent flow averaged 1.30 mgd. Based on this evaluation, I/I removal is not considered a cost-effective option for improving WWTP performance.

3.4.5.2 Structural Integrity

The repair of the Townsend Road Lift Station force main is proposed due to a history of breaks on the older section of the pipe. Other repairs to the sanitary sewer collection system due to structural integrity concerns are not included in the proposed project.

3.4.5.3 Sludge and Residuals

The WWTP currently produces anaerobically digested biosolids and utilizes liquid land application for ultimate disposal. There is no additional biosolids production anticipated due to the proposed projects.

3.4.5.4 Industrial Pretreatment

The City currently administers an industrial pretreatment program under the requirements of its NPDES permit and administers Special Allocation Limits (SALs) to industrial users. Industrial flow currently totals approximately 60,000 gpd from Mahle Engine Components and Michigan Polymer Reclaim. These sewer users are allocated 70,000 gpd.

3.4.5.5 Growth Capacity

The principal alternative considers the wastewater needs during the 20-year planning period. The improvement projects will allow the WWTP to maintain reliability of its hydraulic and treatment capacity for the service area.

3.4.5.6 Areas Currently Without Sewers

The majority of the study area has sanitary sewer service. The City does not currently have any specific intentions of expanding the sewer district. On a case-by-case basis sanitary sewer service may be extended to other areas upon request. The current sewer district represents the 20-year study area.

3.4.5.7 Reliability

The principal alternative has been evaluated based on the ability to meet and consistently maintain permit limitation throughout the useful life of the projects. The improvements will be designed to meet all USEPA reliability requirements for WWTPs.

3.4.5.8 Alternative Sites and Routings

Alternative sites for the WWTP have been considered. Because of the existing treatment infrastructure already in place, relocating the existing treatment plant would not be infeasible.

3.4.5.9 Combined Sewer Overflows

The collection system for the St. Johns WWTP is a separated system and does not have any combined sewer overflows.

3.4.5.10 Contamination at the Project Site

Typically, four types of contamination may be encountered during project construction: soils contaminated by petroleum or other chemicals; discarded materials such as chemical drums or insulation; groundwater or surface waters contaminated by chemical leachate or runoff; and materials to be removed or disturbed in the existing facility that contain asbestos, lead, mercury, polychlorinated biphenyl, or similar contaminants.

A visual survey of the project site did not identify any abandoned containers. No contamination is suspected at this time. An examination of the state's list of contaminated sites did not reveal any contaminated sites near the projects.

3.4.5.11 Green Project Reserve

No components of the principal alternative would be eligible for Green Project Reserve.

4.0 Selected Alternatives

Alternative 1.3 is the only principal alternative to address the deficiencies of the Townsend Road Lift Station. Alternative 2.4 provides replacement of the existing sand filters with a disc filter system and is considered the only principal alternative to address the tertiary treatment deficiencies. Alternative 3.2 provides direct replacement of the existing RBCs and is considered the only principal alternative to address the secondary treatment deficiencies. The combination of these three alternatives is the selected alternative.

4.1 Relevant Design Parameters

4.1.1 Townsend Road Lift Station Force Main

There is no change in equipment capacity proposed at the Townsend Road Lift Station.

The new 15-inch HDPE force main with an internal dimension of 14.98 inches will exceed the internal dimension of the existing 12-inch ductile iron pipe (11.97 to 12.64 inches depending on pipe class and lining).

Road restoration, sidewalk restoration, and ancillary site improvements will be required to allow for the replacement of the Townsend Road Lift Station force main.

4.1.2 Tertiary Treatment

The existing tertiary filter feed pumps and tertiary filters have a firm capacity of 6.25 mgd, however, this system is the main bottleneck of the existing plant due to the backwash limitations. This bottleneck will be reduced or eliminated with the implementation of a cloth disk tertiary filtration system. Modifying the tertiary filtration system to a cloth disk tertiary filtration system will reduce the backwash capacity from 10% currently to approximately 2% of the forward flow, thereby increasing the throughput during wet weather events.

To meet current and future demands, tertiary filter influent pumping system improvements will be required. Three submersible pumps in a new wet well are proposed to meet the future flow demands. The proposed tertiary cloth disk filters have the capacity to treat an average design flow of 4.0 mgd and a maximum design flow of 8.2 mgd. The proposed improvements will increase the tertiary filtration unit process capacity from 6.56 mgd to 8.2 mgd. While this process capacity increase may help during wet weather events, the major benefit will be seen through a reduced backwash volume. Reducing the return rate from 10%, typically observed with sand filters, to 2%, typically observed with tertiary disk filters, effectively increases the plant capacity by 8%. At the current design flow of 1.9 mgd this equates to an increased hydraulic capacity of 0.15 mgd.

Implementation of the new pumping system requires the elimination of the existing tertiary filter screw pumps. Implementation of the cloth disk tertiary filters requires the elimination of the existing sand filters, structural

modifications to the tertiary filter building, as well as significant modifications to the piping within the tertiary filter building.

The new filters will include three units with eight discs per unit for a total of 24 discs. These will provide a total filtration area of 1291.2 ft². The average hydraulic loading rate will be 2.15 gpm/ft², with a maximum hydraulic loading rate of 4.42 gpm/ft². With one unit out of service, the resultant hydraulic loading rate will be 6.6 gpm/ft². The solids loading rate at maximum flow and maximum solids loading will be 1.06 lbs. TSS/day/ft².

Ancillary improvements in the tertiary filter building including sludge pump replacement, HVAC mechanical improvements, electrical improvements and instrumentation and controls improvements will be required to provide a complete and functional system.

4.1.3 Secondary Treatment

Replacement of the RBC secondary treatment equipment is intended to maintain the existing treatment capacity. RBCs will be replaced in kind, including replacement of all mechanical components and covers. Ancillary improvements include replacement of process and air piping, electrical improvements, concrete tank repairs will be required to provide a complete and functional system.

4.2 Project Maps

Appendix 1 shows the existing route of the Townsend Road Lift Station force main. The proposed force main would follow a similar route to the existing force main. Elements of this layout may change through the detailed design phase. The location of the tertiary filtration system improvements and secondary treatment improvements is within the limits of the wastewater treatment plant shown on Figure 2.

4.3 Controlling Factors

The selected alternatives are intended to:

- Provide treatment reliability, adequate capacity, and operational flexibility for the service area for the next 20 years.
- Provide reliable treatment during wet weather events.
- Meet the discharge permit requirements set in the NPDES permit.
- Mitigate environmental impacts related to wastewater treatment.

No court orders, federal or state enforcement orders, or administrative consent orders have been issued for the WWTP.

4.4 Special Assessment District

A special assessment district will not be created as a part of the projects. As the proposed improvements are for the benefit of all sewer users within the sewer district; the creation of a special assessment district will not be necessary.

4.5 Sensitive Features

Environmentally sensitive features such as wetlands, floodplains, prime or unique agricultural lands, archaeological sites, and threatened/endangered species were evaluated when assessing the alternatives. The proposed project work will not occur in the floodplain. Therefore, an EGLE Part 31 Floodplain permit is not anticipated at this time. Other sensitive features that were reviewed are not anticipated to be affected by the proposed projects.

4.6 Schedule for Design and Construction

Many preliminary design tasks have been completed through past actions taken by the City. These past activities will allow the design for the proposed improvement to proceed upon completion of this Project Planning Document. See Table 9 for a summary of the design and construction activities schedule.

Table 9 – Design and Construction Schedule

Activities	Start Date	End Date
Design Engineering	June 2022	February 2024
Permitting	February 2024	March 2024
Bidding	March 2024	April 2024
Construction	June 2024	January 2026

Note that funding availability and permitting may impact the construction schedule.

4.7 Cost Summary

A high-level summary of the project cost is provided in Table 10. The detailed breakdown of the costs associated with planning, design, and construction of the selected alternative is included in Appendix 4. The total project cost of \$22.9 million represents the preliminary project cost at this time as detailed design and bidding has not yet been completed.

Table 10 – Proposed Project Cost Summary

Item	Estimated Cost
Townsend Road Lift Station Force Main	\$5,172,000
Tertiary Treatment Improvements	\$5,196,000
Secondary Treatment Improvements	\$12,532,000
Total Cost of Proposed Project	\$22,900,000

4.8 Authority to Implement the Selected Alternative

St. Johns owns and operates the sanitary sewer system and WWTP facilities. The City owns the land on which the WWTP is located and has authority to implement the proposed improvements. The replacement force main will follow the route of the existing main, along the existing road right-right-of way. The City is responsible for providing adequate wastewater treatment to its customers. With the support of the City’s staff and professional consultants, the City has the authority, capability, and willingness to plan, seek funding, finance, build, operate, and maintain the wastewater facilities.

4.9 User Costs

The costs associated with the total project cost are the responsibility of the City, and ultimately will be funded by user rates. Applying for SRF funding includes a low-interest 20-year loan that will help mitigate the increase in rates to the users. The City may qualify as a disadvantaged community. There may be an associated principal forgiveness to offset user rate increases. Since principal forgiveness depends on the availability of grant funds and is not guaranteed, it is not used in the analysis on the impact of user costs. A completed Overburdened and Significantly Overburdened Community Status Determination Worksheet will be included as Appendix 5 with the final project plan.

To assess the effect of the proposed project on current user rates, the annual future costs based on the 20-year loan period were calculated based on the following assumptions.

- The total estimated project cost is \$22,900,000.

- The fiscal year 2023 SRF interest rate for a 20-year loan is set at 1.875%.
- The projected annual OM&R costs are anticipated to be reduce by \$120,000.

The City has implemented annual 3% cost of service increases to maintain a favorable water and sewer fund balance. These cost-of-service increases are anticipated to continue to maintain fund balances. The proposed project is not anticipated to result in additional user cost increases beyond the currently planned cost of service increases. During the 2022/23 fiscal year, the typical homeowner's bill (assuming 13,500 gallons of water used per quarter) totaled \$279.07 per quarter.

4.10 Overburdened Community

EGLE has revised the previous "disadvantaged community" criteria and created a new metric for evaluating the financial burden on a community. Communities applying for CWSRF funding can be classified as "overburdened" or "significantly overburdened" based on the median annual household income (MAHI) of the community and cost of the projects.

The blended MAHI computation for the system indicated it is below the state MAHI of \$63,498. Therefore, a worksheet will be completed and sent to EGLE and will be included as Appendix 5 in the Final Project Plan.

4.11 Project Useful Life

It is important to verify that the proposed improvements will outlive the loan financing said improvements. A weighted average calculation was used to verify that the useful life of the project exceeds the 20-year loan term. The weighted useful life is the total of all calculated life values (i.e., each asset's dollar value multiplied by its estimated useful life) divided by the total estimate of the project dollars spent on those respective assets (weighted useful life = total of life values/total estimate dollars spent on assets). A project useful life analysis has been performed and is provided in Appendix 4. The project useful life is calculated at 28.5 years, which exceeds the loan financing for the proposed improvements.

5.0 Evaluation of Environmental Impacts

The potential beneficial and adverse environmental effects of the project have been evaluated. The analysis of the project impacts has been organized to consider the impacts of the proposed impacts on the existing environment.

Without the proposed project the future environment would be negatively impacted though reduced effluent quality and a higher potential for SSO events due to continued force main breaks. The proposed project provides the benefit of improved long-term wastewater treatment. There are no adverse, long term environmental impacts associated with the proposed project. The following section discusses other environmental impacts.

5.1 Direct Impacts

Direct impacts include the social and environmental impacts that are directly attributable to the construction and operation of the project. Direct impacts have been divided into those attributable to the project construction and those attributable to project operation.

5.1.1 Construction Impacts

Construction activities normally create short-term impacts that can be mitigated or reversed through adequate restoration. No long-term, irreversible impacts are anticipated to result from construction activities.

The areas that will be affected by construction will be limited to the existing WWTP site and the existing Townsend Road Lift Station force main route.

Construction activities could increase traffic near the WWTP site and the Townsend Road Lift Station force main. No long term traffic impacts are anticipated.

5.1.2 Operational Impacts

Replacement of the Townsend Road Lift Station force main will provide more reliable operation of the lift station and will reduce the risk of a break occurring, which would require an emergency repair.

Replacement of the secondary treatment system will provide continued reliable biological treatment and will allow WWTP staff to focus their operations efforts on maintaining the facility rather than performing emergency repairs to the RBC system.

Replacement of the tertiary sand filters with tertiary disc filters will reduce backwash volumes, improve treatment reliability during high flow events, and will reduce unit bypass occurrences.

5.1.3 Social Impacts

Because of the forward thinking of the community leaders the water and sewer fund is in a good position to minimize rate impacts that could result from this project. While the project does not provide additional treatment capacity, it will maintain the existing capacity and continue to provide the community with reliable wastewater treatment services.

5.2 Indirect Impacts

Indirect impacts are those caused or facilitated by the proposed project, but which will be removed in time. The proposed improvements are not anticipated to have a significant indirect impact on the overall natural setting within the sewer district or have a significant indirect impact on sensitive features because of secondary growth. The proposed improvements will have a positive indirect impact by creating construction jobs.

5.3 Cumulative Impacts

Reducing the frequency SSO events by replacing the Townsend Road Lift Station force main and reducing unit process bypasses by replacing the tertiary filtration system will have an overall positive impact on water quality. Replacing the RBC system will provide more reliable operations and will maintain the existing WWTP treatment capacity. The proposed project may have minor short-term impacts on traffic patterns and may have minor short term social impacts.

6.0 Mitigation

6.1 Short-Term Construction-Related Mitigation

The following are the short-term construction impacts of the projects and their mitigation:

- Construction operations will be limited to hours set by the City. Noise, odor, and dust will be kept to minimum using soil erosion and sedimentation control procedures established in the project plans and specifications.
- Standard methods for dust control such as water and/ or calcium chloride applications will be used during construction and restoration of vegetation.
- All ditches and lawns will be re seeded and/ or sodded. Care will be taken as to remove only trees necessary for the construction. Vegetation that is removed as part of the construction will be replaced.
- Any surplus or waste material resulting from construction will be disposed of properly in a suitable upland disposal site.
- All areas will be restored to their existing grade.

6.1.1 General Construction

Construction will occur near the Bid Ditch Drain. No spoils will be disposed of in, and no excess material will be stockpiled in a manner that will impact the Drain.

6.2 Mitigation of Long-Term Impacts

Every effort will be made to avoid potential long-term or irreversible adverse impacts. The proposed improvements have been evaluated to reduce impacts to sensitive environmental features. Where impacts are unavoidable mitigation measures will be considered to ensure that sensitive features do not suffer permanent or irreversible adverse environmental impacts.

6.2.1 Siting Decisions

Alternative force main routes have been evaluated. Replacement along the existing route was determined to be the preferable option. The proposed improvements have the fewest environmental impacts when compared to relocating the force main or the WWTP.

6.2.2 Operational Impacts

The existing WWTP has not historically had odor, aerosol, or noise issues. The proposed improvements are not anticipated to result in any odor, aerosol, or noise issues. Operational accidents are possible. If a WWTP upset were to occur, the existing influent equalization tank could be used to temporarily store wastewater until such time that the operation issue is resolved. Treatment chemicals are stored in doors in appropriate secondary containment structures thereby mitigating the chance for a chemical spill.

6.3 Mitigation of Indirect Impacts

The proposed project is not anticipated to have significant indirect impacts. As such, mitigation efforts for indirect impacts are not anticipated to be necessary.

7.0 Public Participation

Opportunities for public participation are important for the development of the Project Planning Document and successful implementation of the proposed improvements. This participation is generally informal in the early planning phase and more formal during the finalization of plans. Efforts have been made to garner public participation in the proposed project.

7.1 Public Hearing Advertisement

The City intends to publicly advertise the project on their website and through City social media outlets to provide notice to the community. Documentation of this advertisement will be provided in the final Project Planning Document.

7.2 Public Hearing

A public hearing is scheduled to be conducted on April 24, 2023. Documentation from the public hearing will be provided in the final Project Planning Document.

7.2.1 Public Hearing Contents

The public hearing for the proposed project is anticipated to include the following information:

- A brief background about the St. Johns sanitary sewer system and its operations.
- A description of the State Revolving Fund.

- A description of the water quality problems to be addressed by the project and the principal alternatives that were considered.
- A description of the recommended alternative, including its capital costs and a cost breakdown by project components.
- A discussion of project financing and costs to users, including
 - The proposed method of project financing and estimated monthly debt retirement.
 - The proposed quarterly charge to the typical residential customer.
 - Any special fees that will be assessed.
- A description of the anticipated social and environmental impacts associated with the recommended alternative and the measures that will be taken to mitigate adverse impacts.

7.2.2 *Comments Received and Answered*

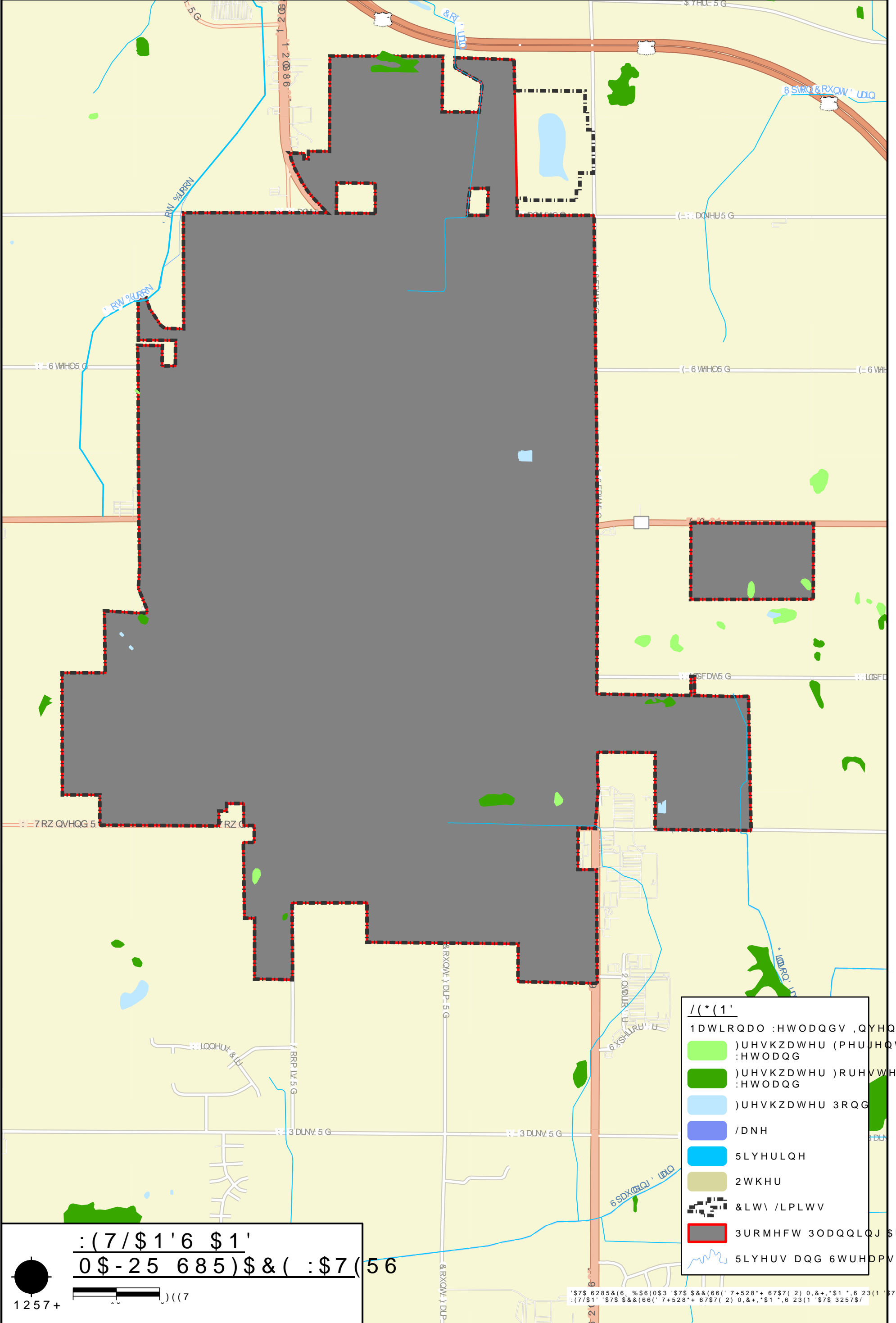
Comments received will be documented along with their answers in the final Project Planning Document.

7.3 Adoption of the Project Planning Document

The City intends to introduce a resolution to adopt the Project Planning Document and designate a project representative after the close of the public comment period.

Figures

Maps



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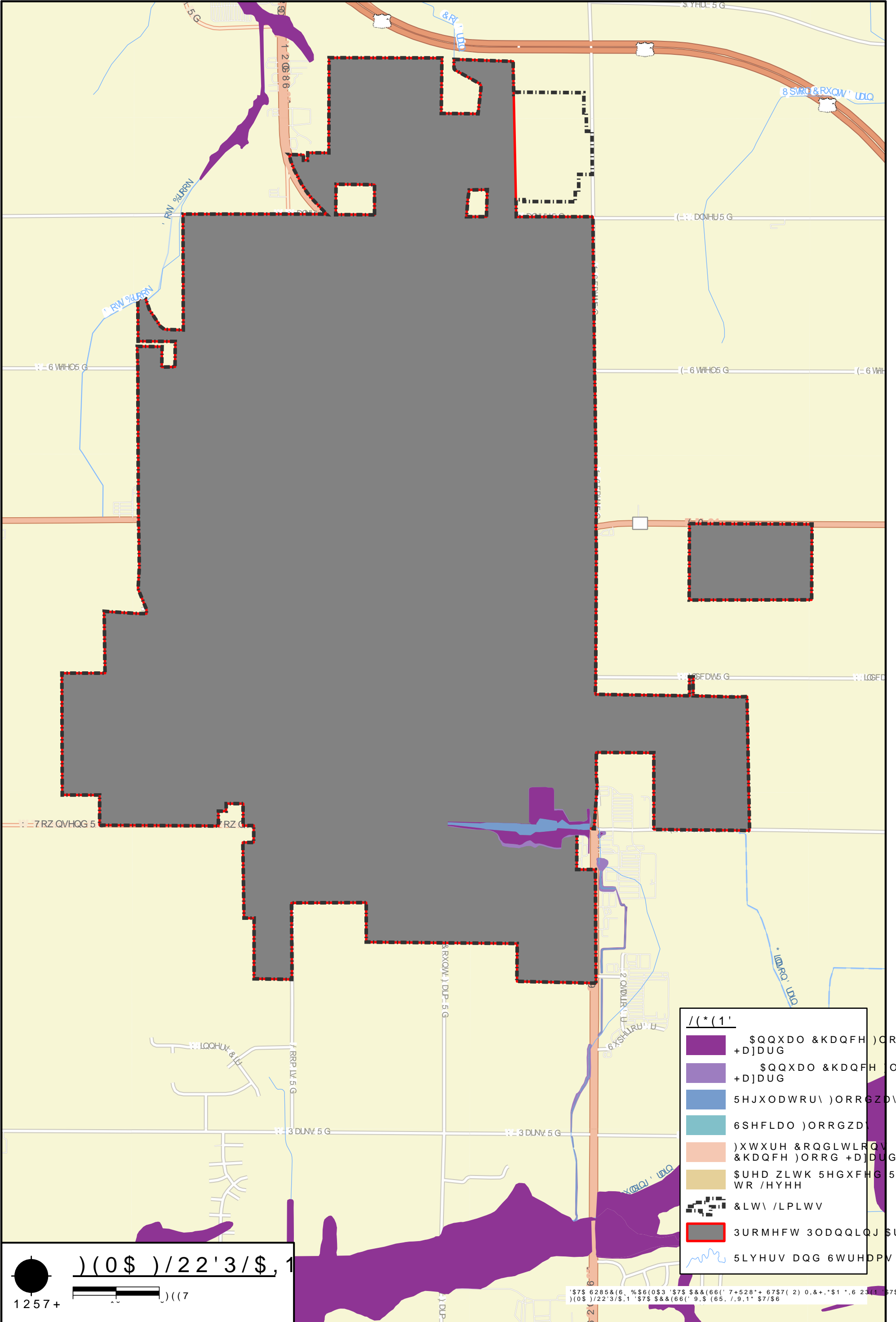
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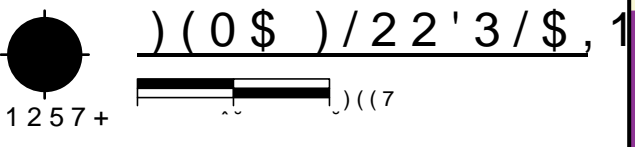
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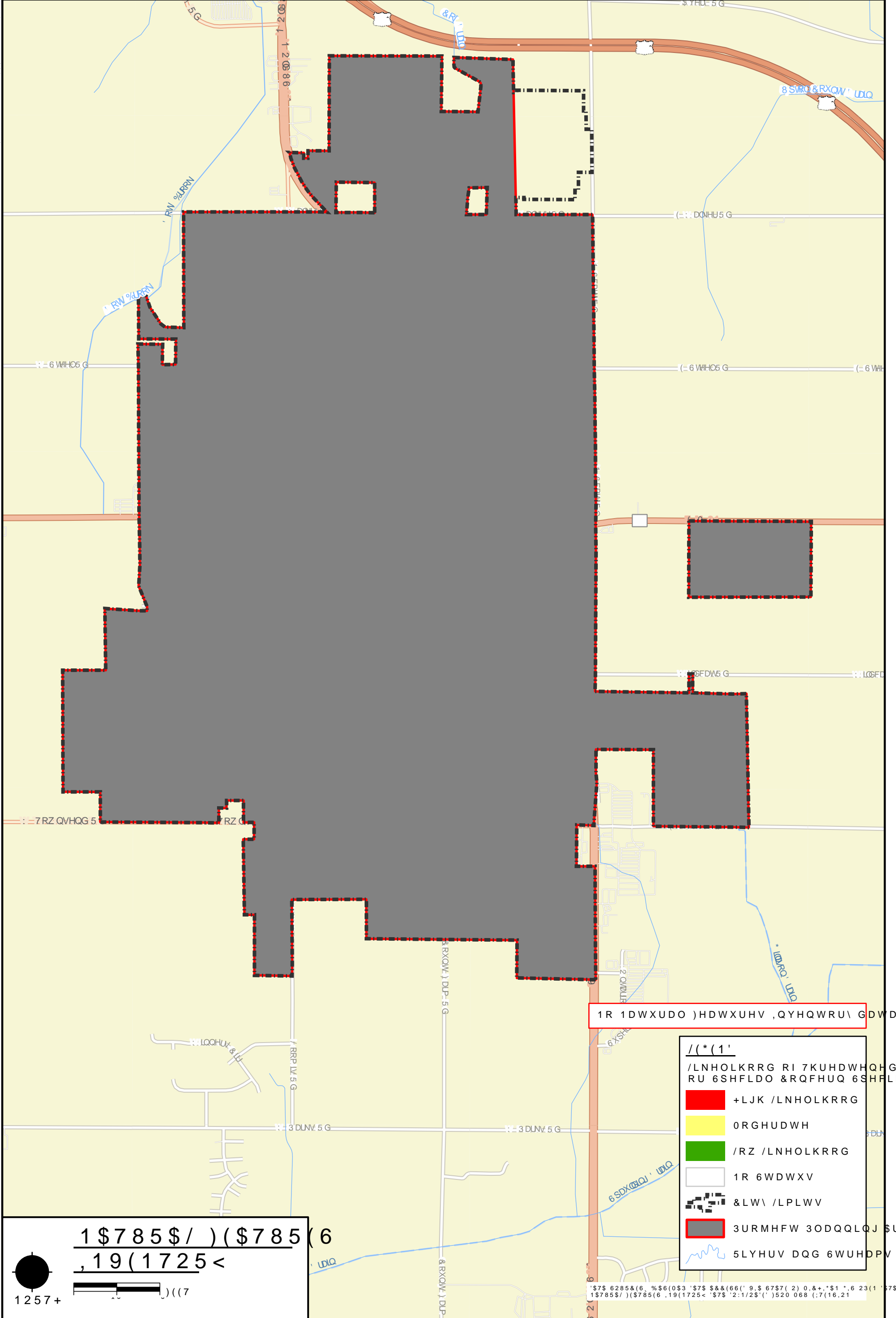
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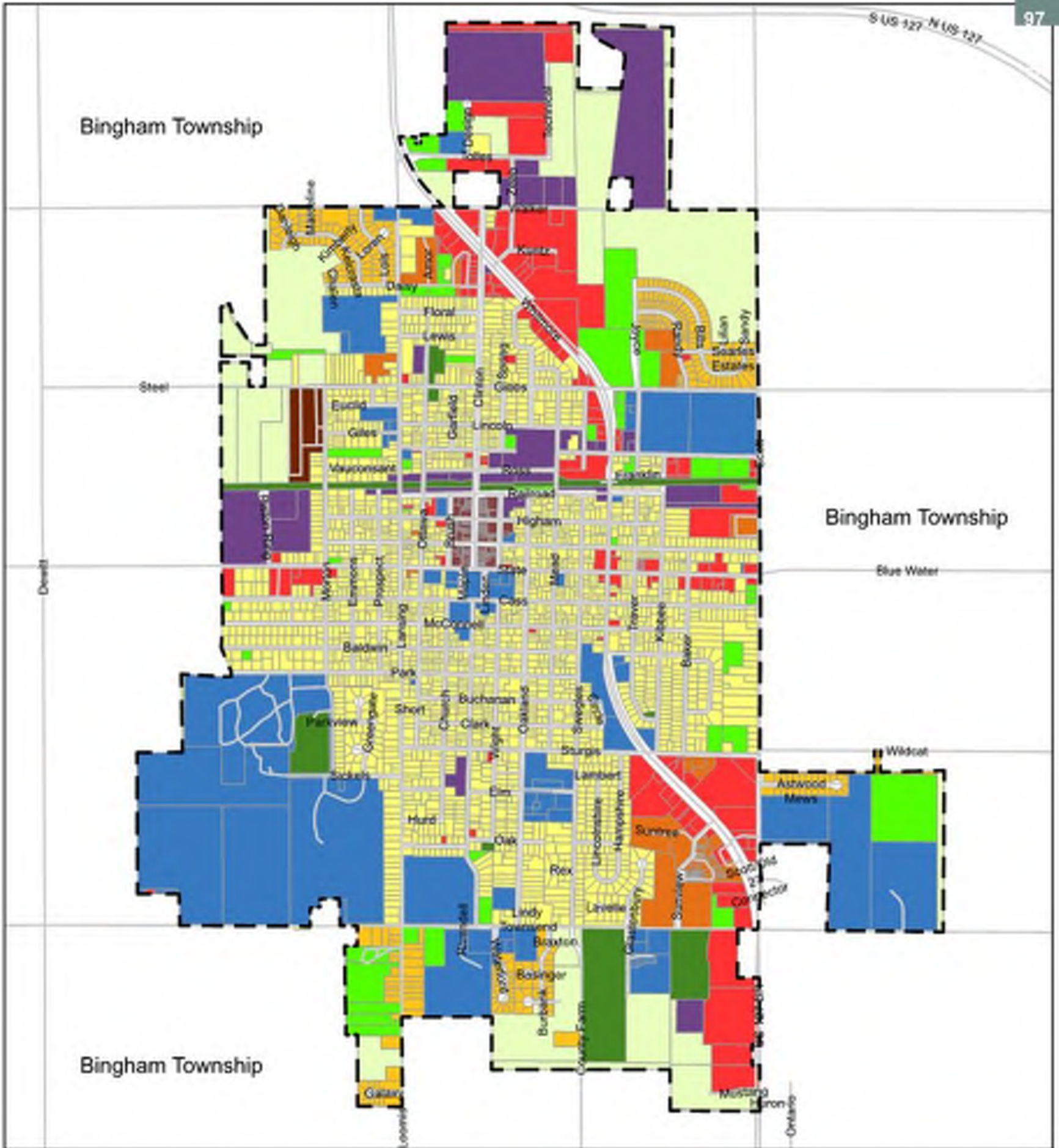
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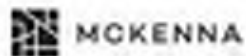


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| ■ Suburban Residential | ■ Recreational |
| ■ Downtown | ■ Manufactured Home |
| ■ Agricultural | St. Johns Boundary |



Base Map Source: MCGI 2017
 Parcel Source: Clinton County GIS 2018
 Data Source: MCKenna 2018



**EXISTING LAND USE
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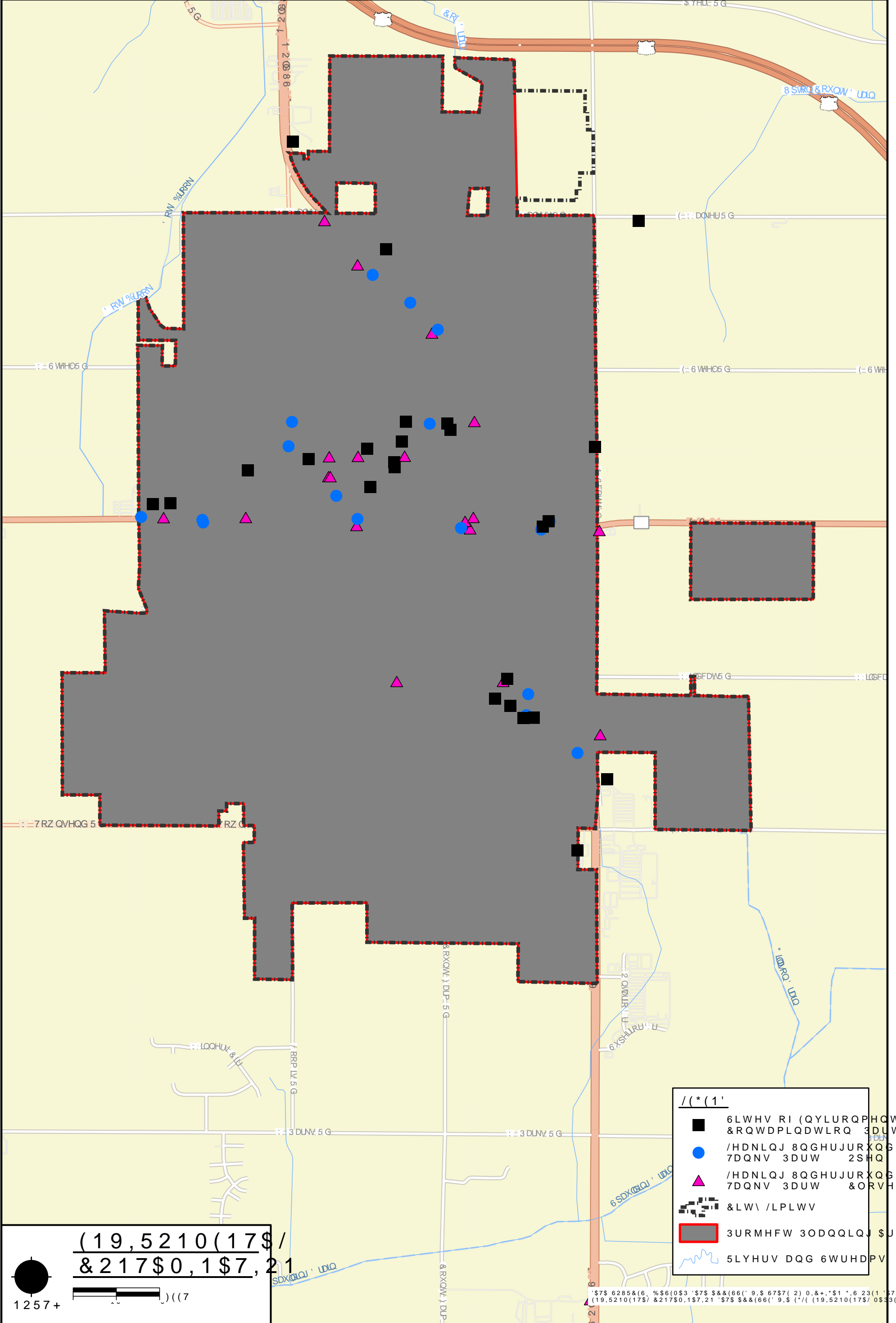
DATA SOURCES: EXISTING LAND USE MAP ACCESSED VIA CITY OF ST. JOHNS MASTER PLAN, 2020.

City of St. Johns
 Clinton County, Michigan

Clean Water State Revolving Fund (CWSRF) Planning Document

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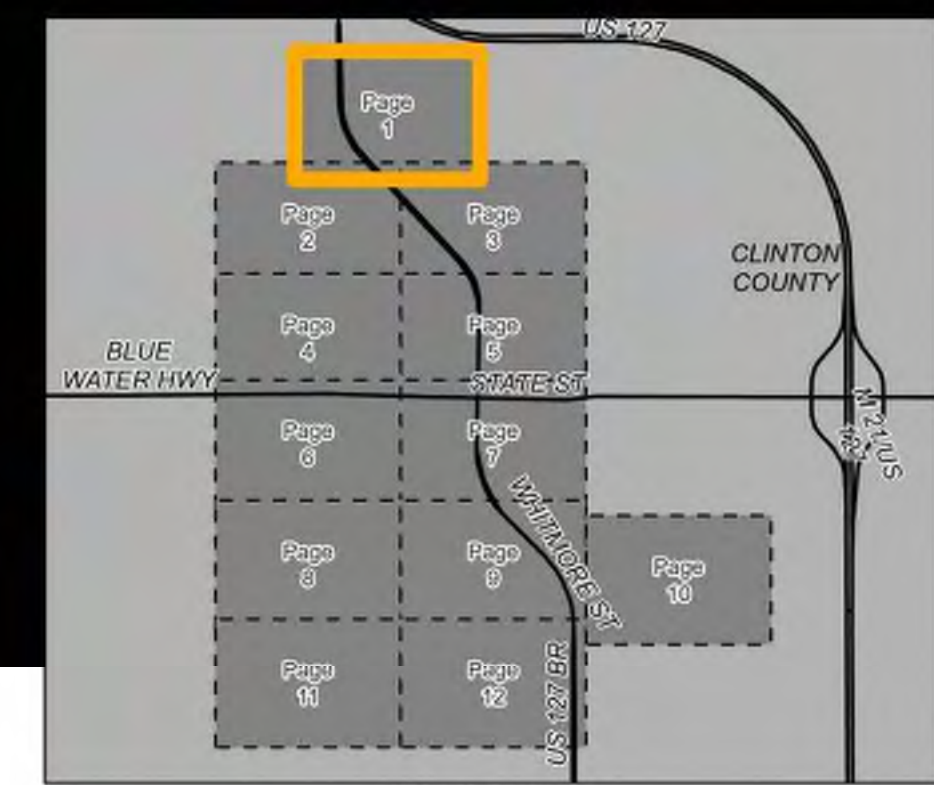
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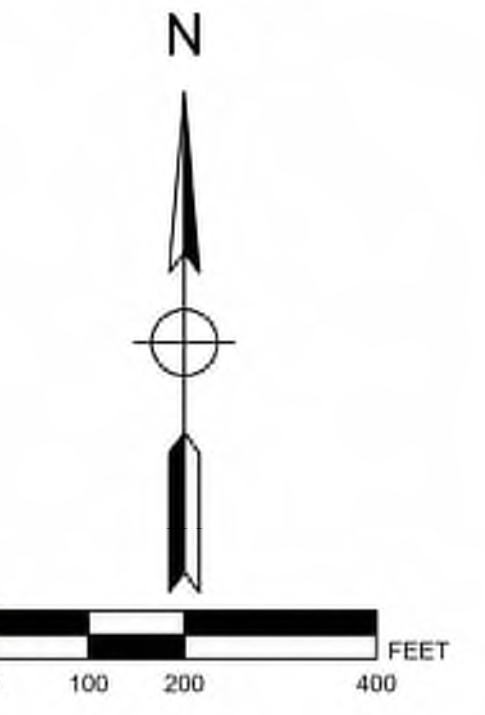
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Appendix 1

ST. JOHNS SANITARY SYSTEM CITY OF ST. JOHNS, MICHIGAN



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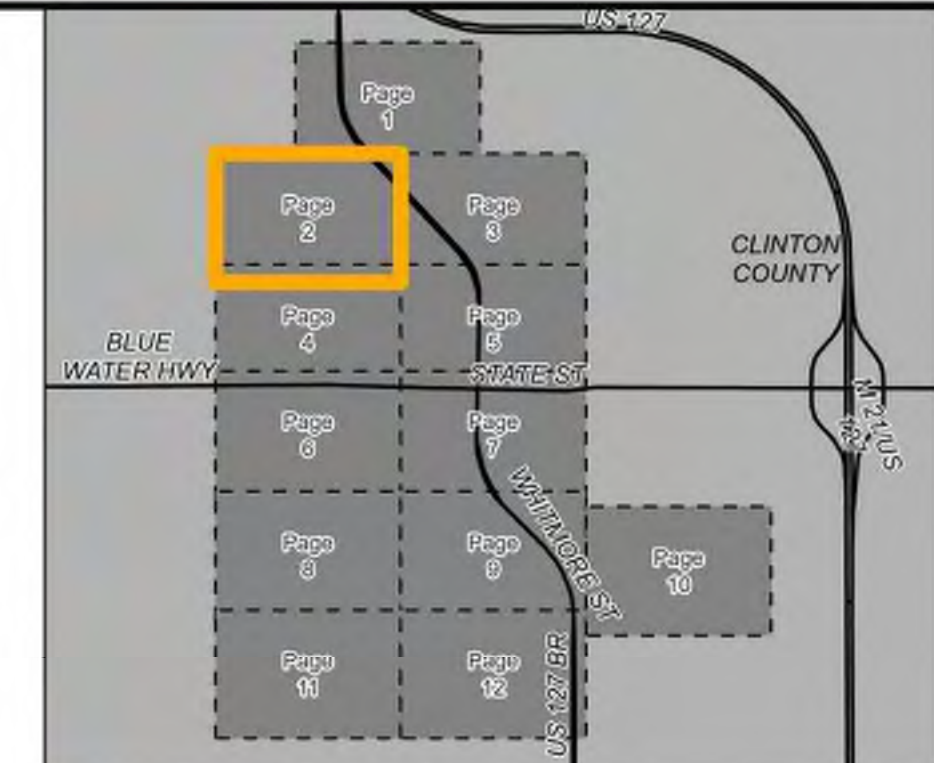
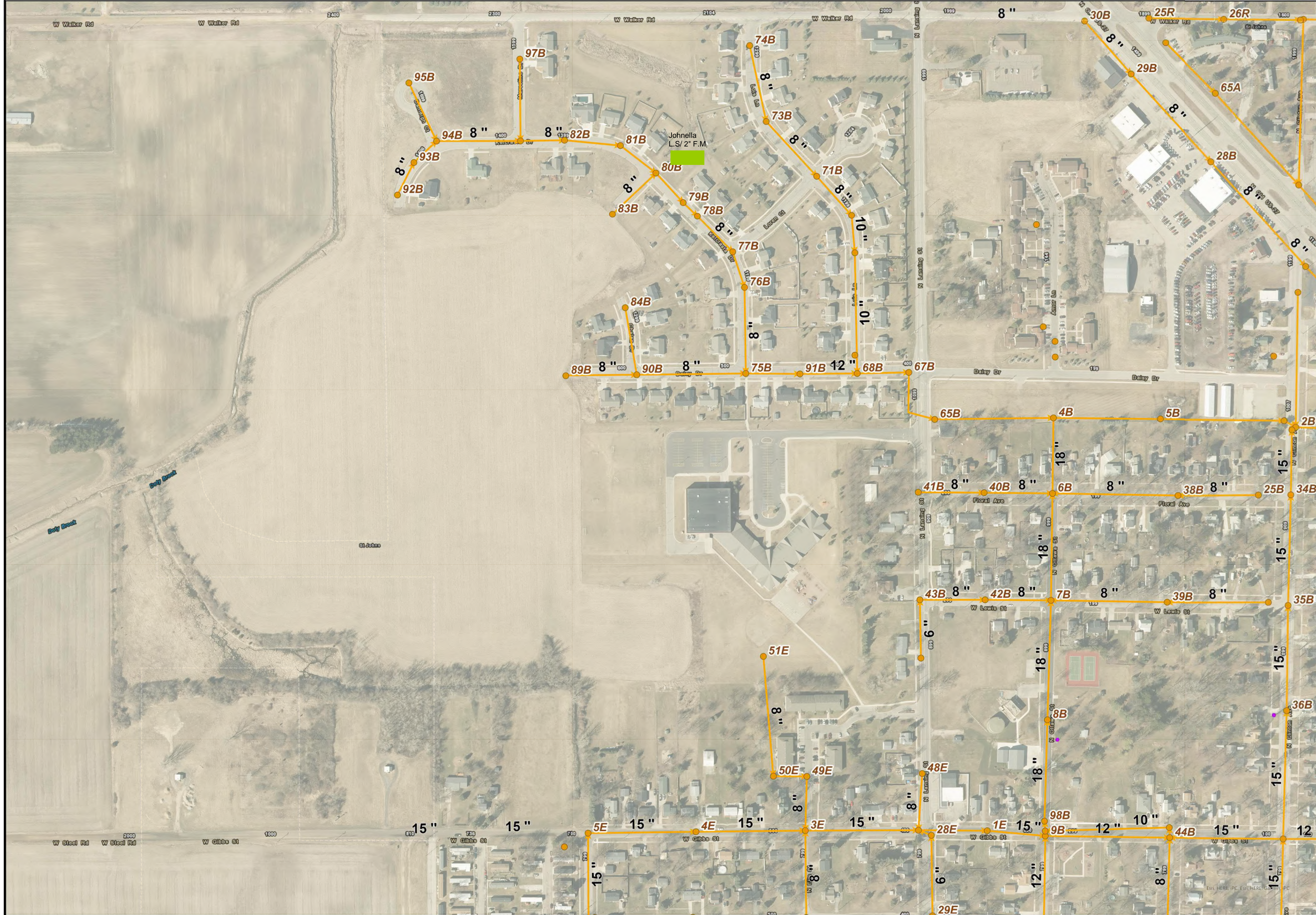
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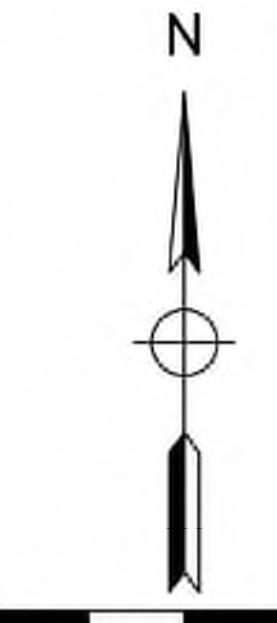
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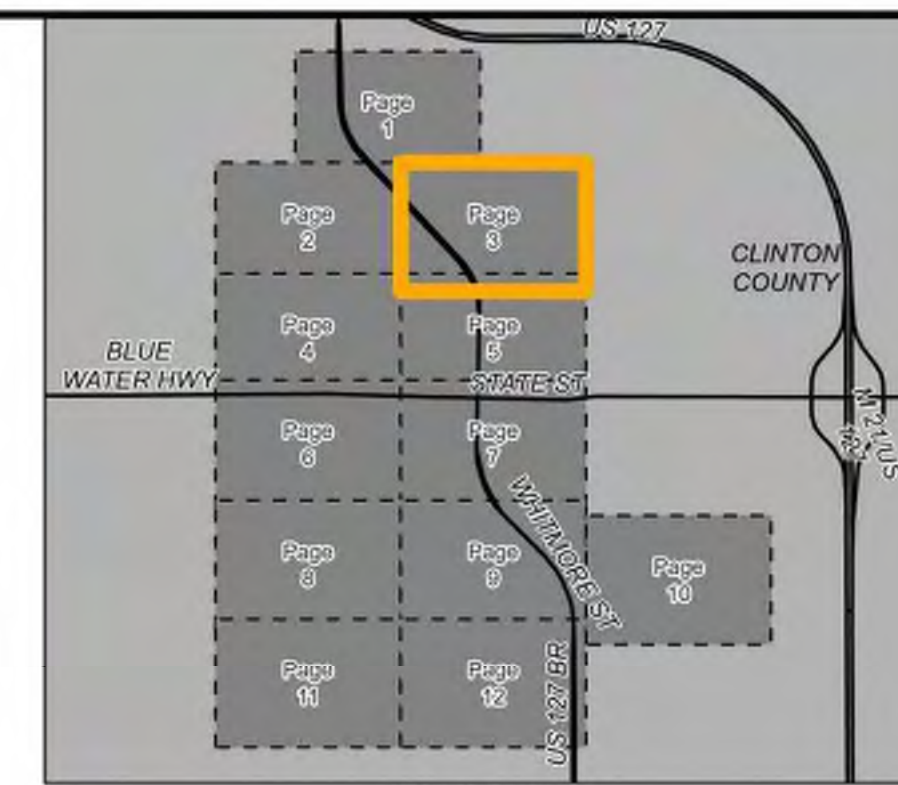
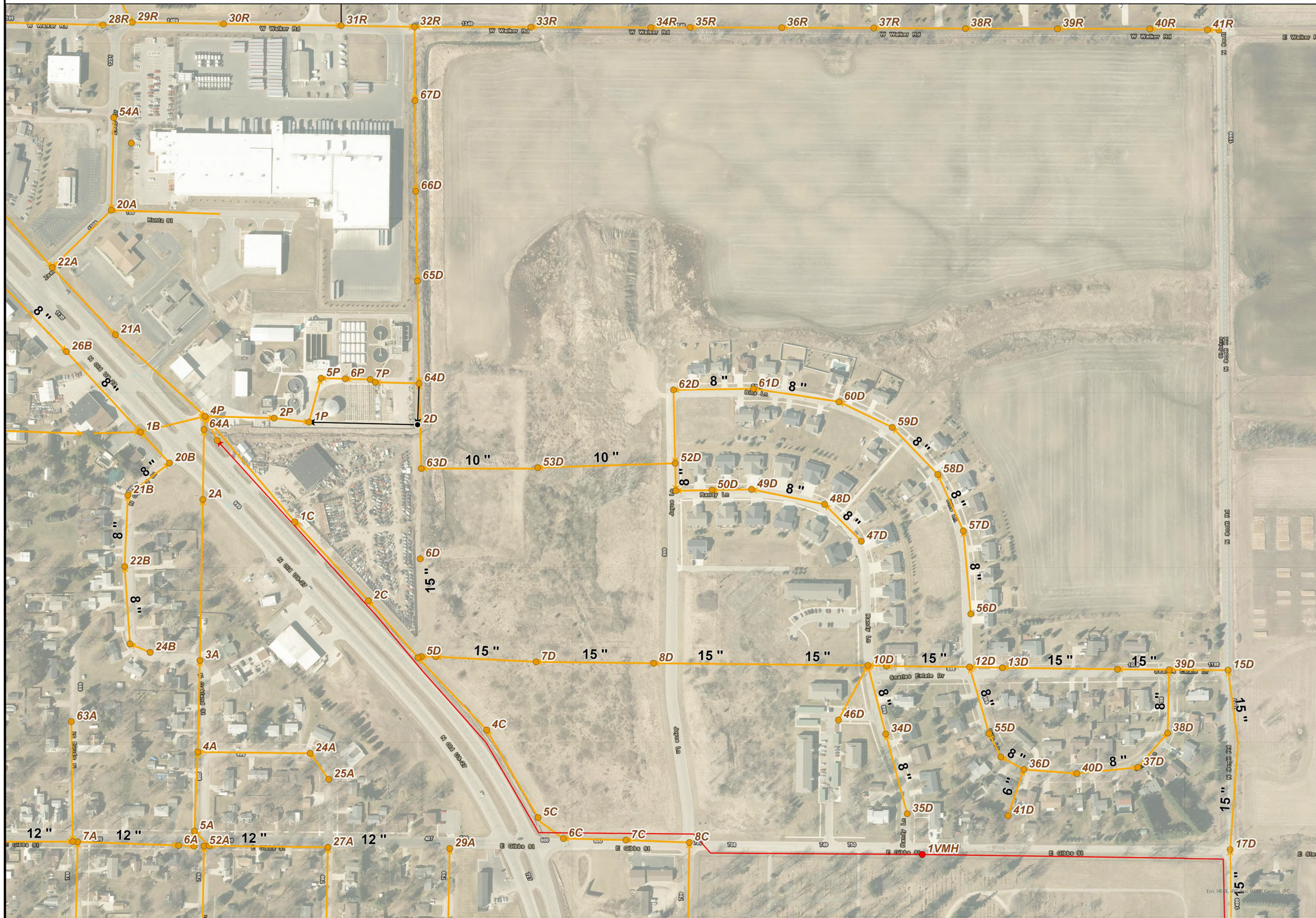


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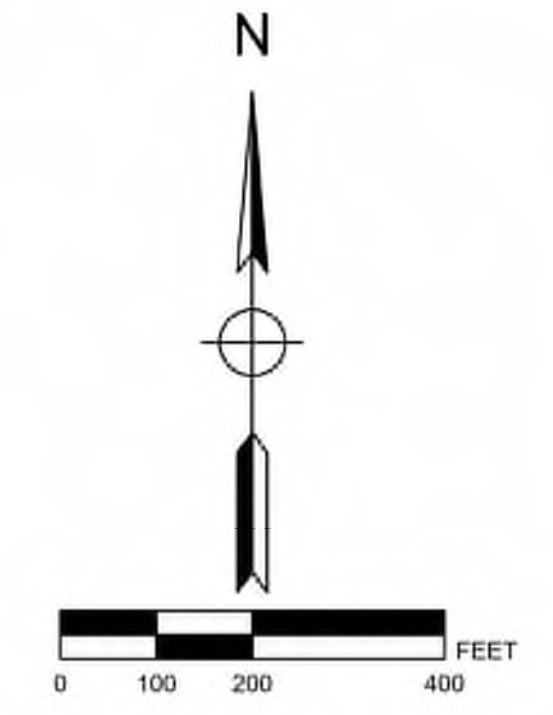
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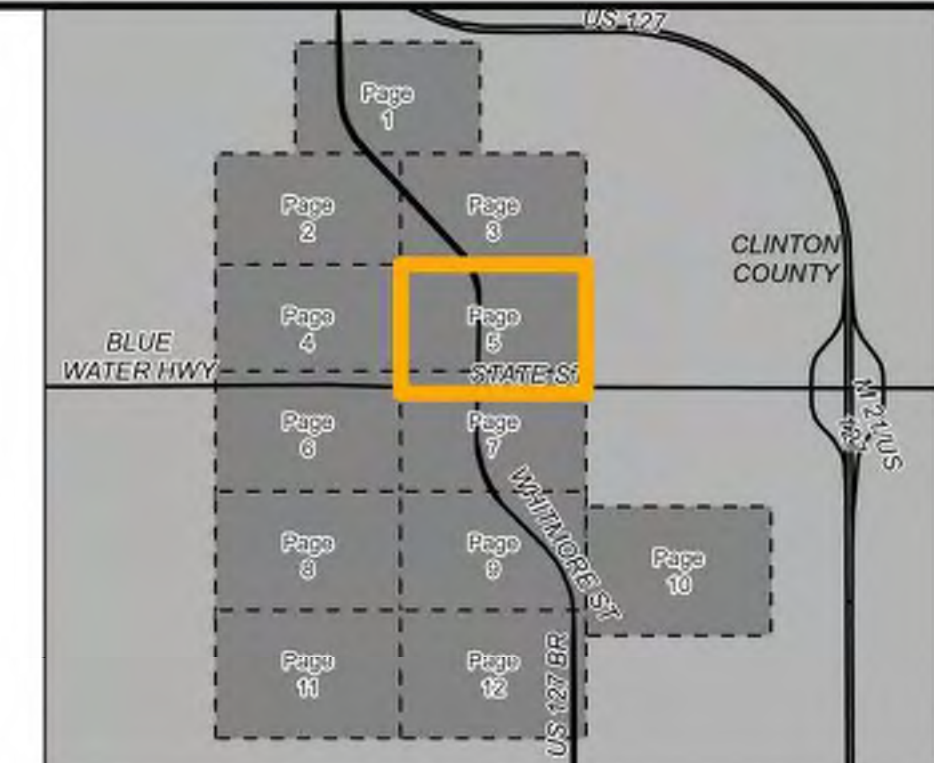


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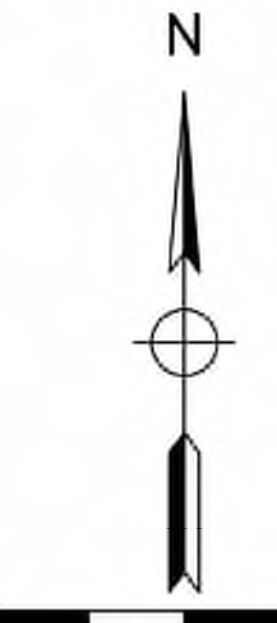
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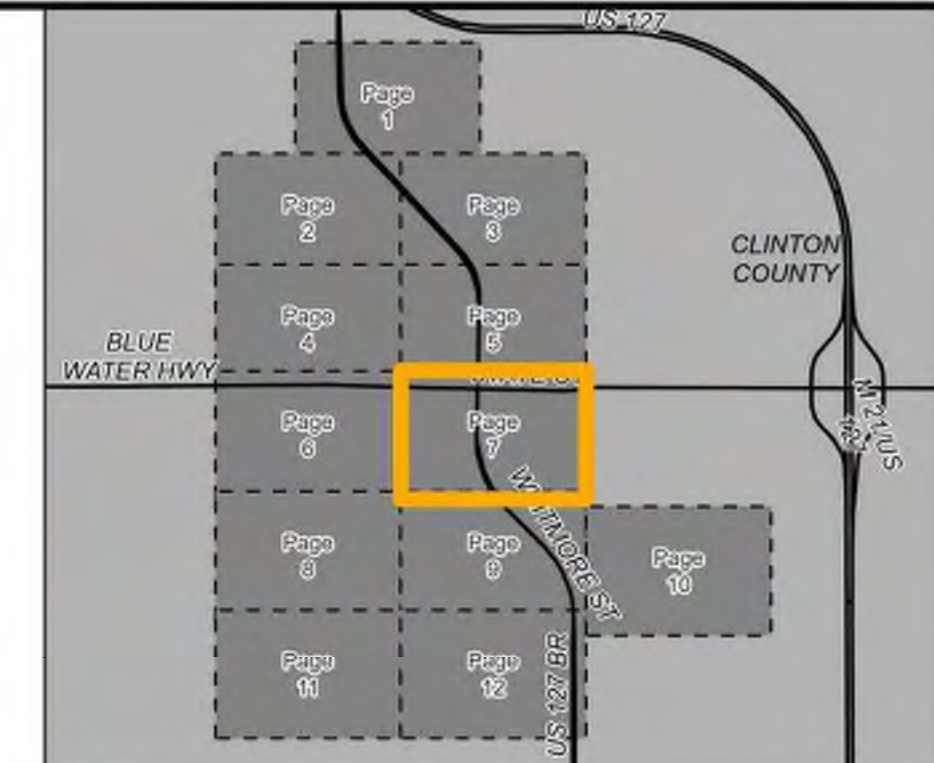
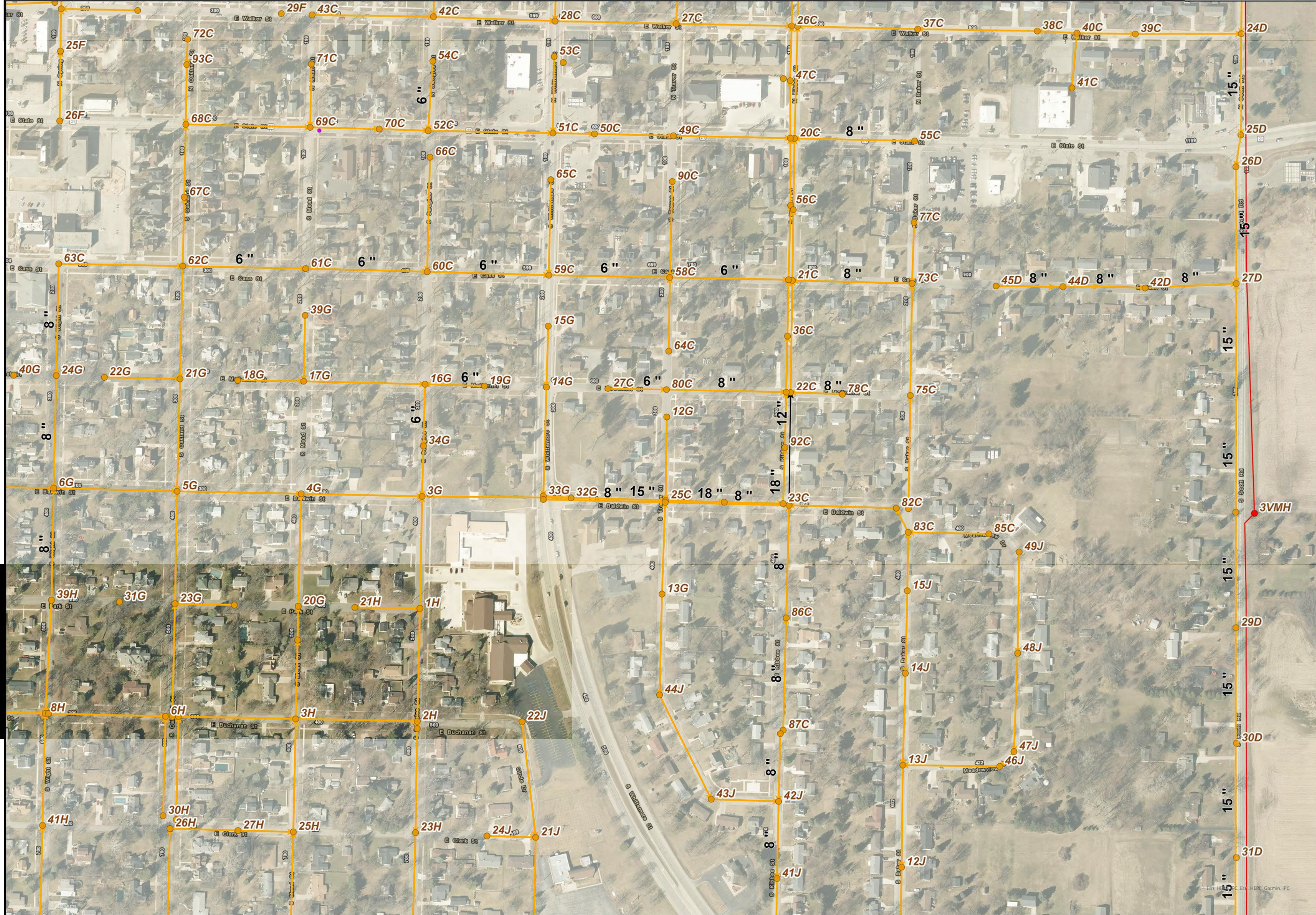


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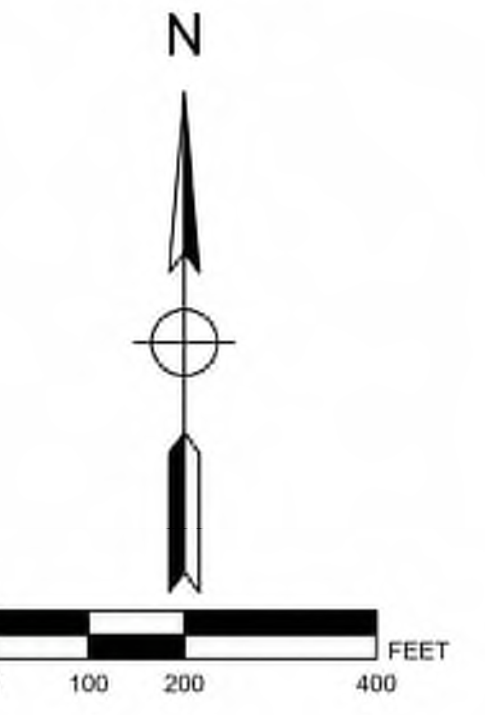
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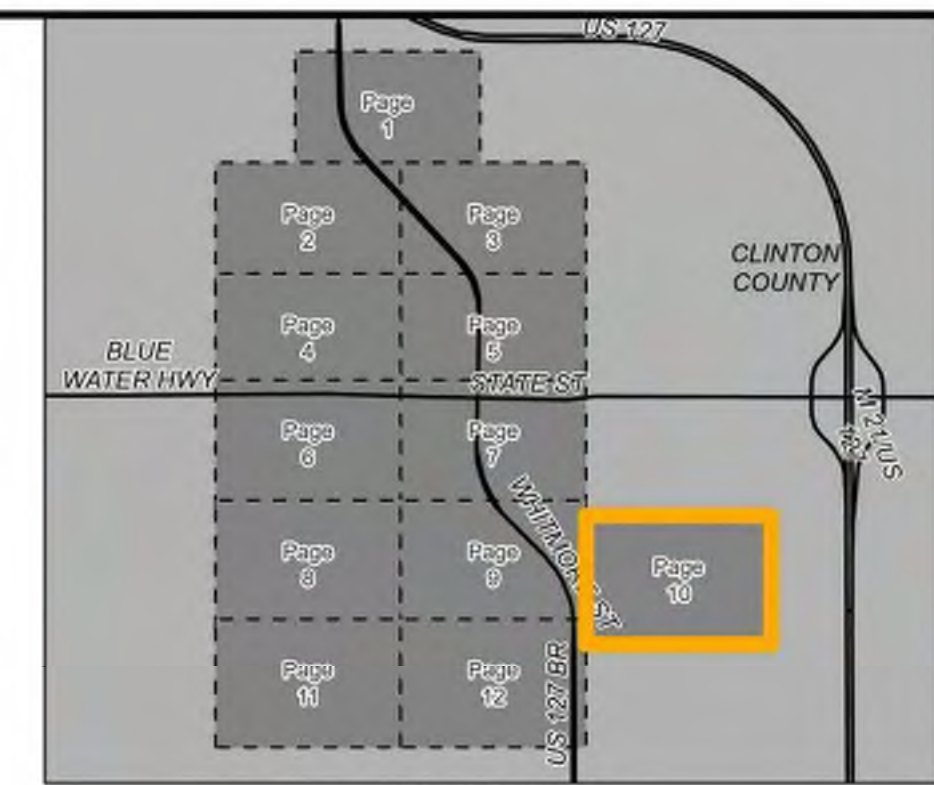


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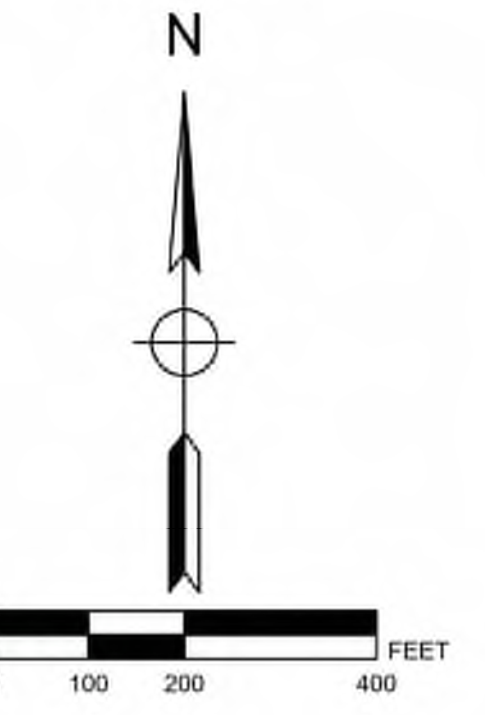
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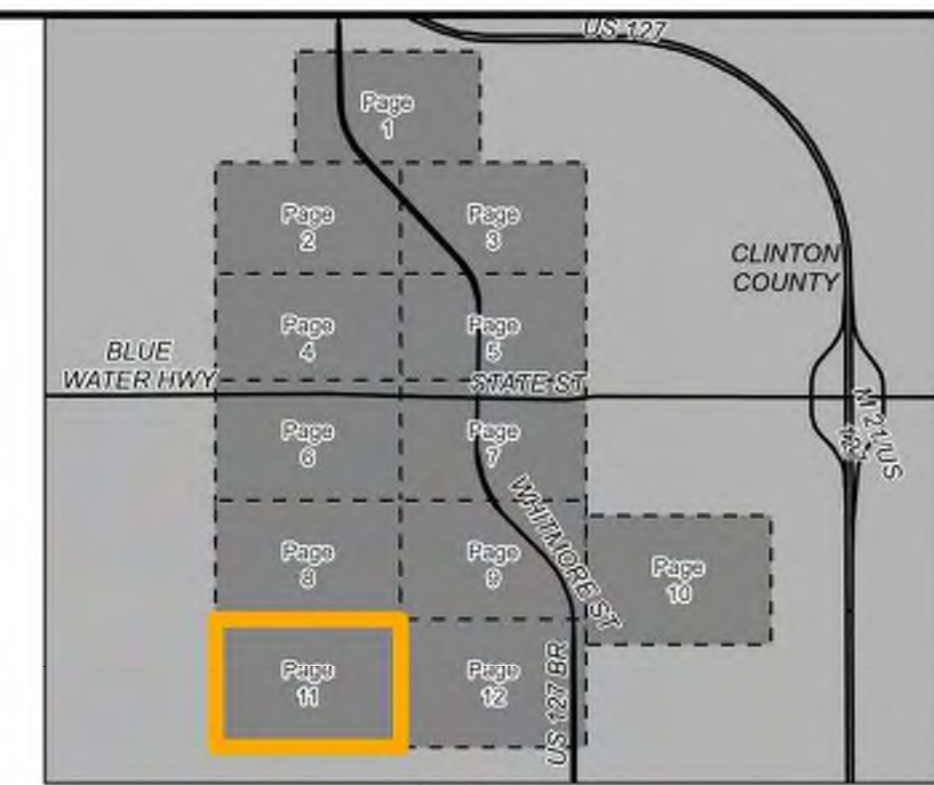
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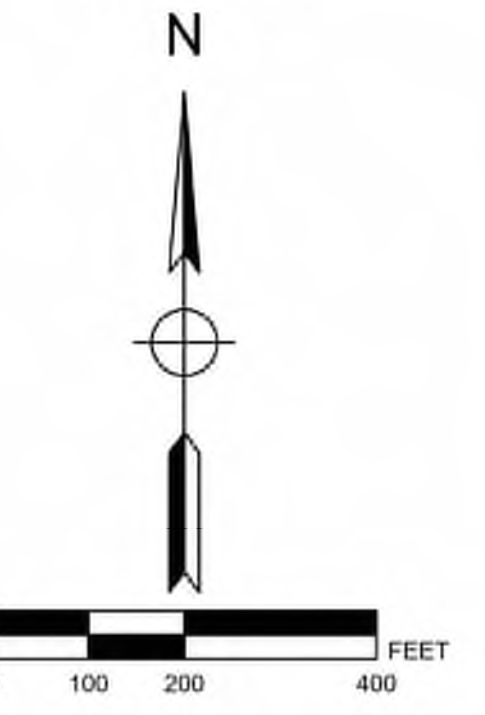
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AREA MAP
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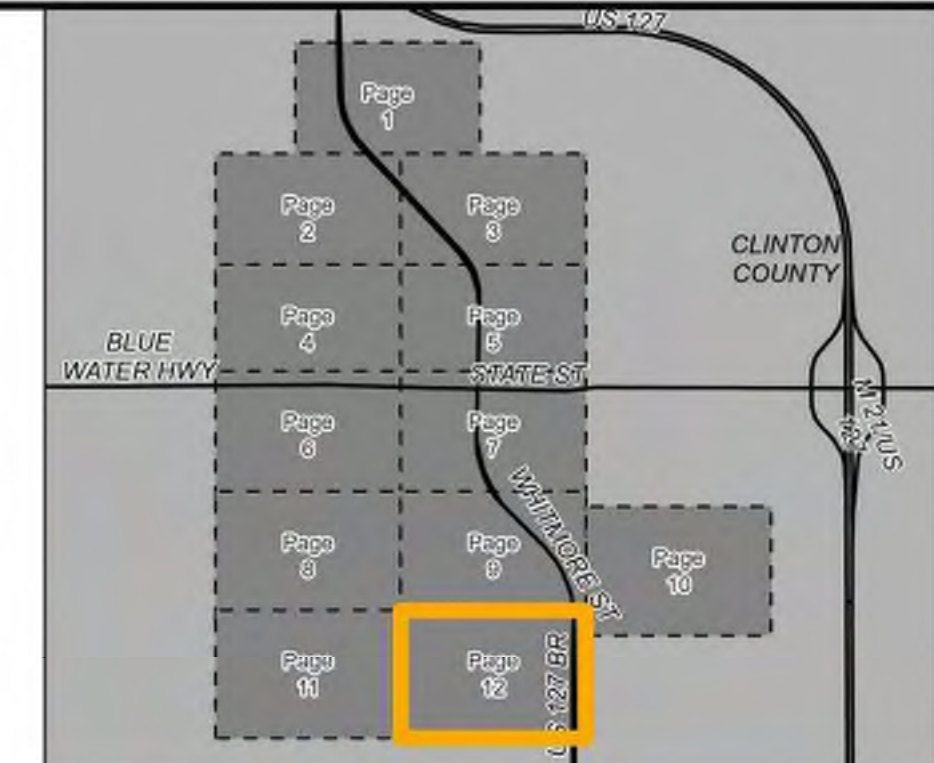
LEGEND

- Air Release
- Cleanout
- Abandoned
- Sanitary Manhole
- Gravity Sewer
- Forcemain
- Abandoned

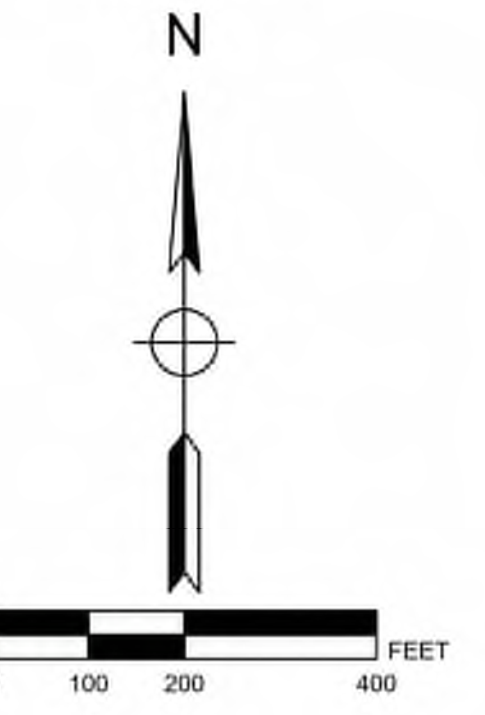
BY	MARK	REVISIONS	DATE
<p>THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREON IN ACCORDANCE WITH THE CONDITIONS PRESENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.</p>			
<p>CITY OF ST. JOHNS CLINTON COUNTY, MICHIGAN</p>			
<p>ST. JOHNS SANITARY</p>			
		<p>LANSING OFFICE 1505 W Lake Lansing Rd Suite 200 East Lansing, MI 48823 Tel. 517-325-9977 www.SpicerGroup.com</p>	
DE BY: RTB	CH BY: JWB	PROJECT NO.	
DR BY: RTB	APP BY: JWB		
		SHEET 11 OF 12	DR 11
DATE: DECEMBER 2021			
SCALE: 1:2400			

Esri, HERE, IFC, Esri, HERE, Garmin, IFC

ST. JOHNS SANITARY SYSTEM CITY OF ST. JOHNS, MICHIGAN



AREA MAP
NOT TO SCALE



LEGEND

- Air Release
- Cleanout
- Abandoned
- Sanitary Manhole
- Gravity Sewer
- Forcemain
- Abandoned

BY	MARK	REVISIONS	DATE
<p>THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREON IN ACCORDANCE WITH THE CONDITIONS PRESENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.</p>			
<p>CITY OF ST. JOHNS CLINTON COUNTY, MICHIGAN</p>			
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		<p>LANSGING OFFICE 1505 W Lake Lansing Rd Suite 200 East Lansing, MI 48823 Tel: 517-325-9977 www.SpicerGroup.com</p>	
DE BY: RTB	CH BY: JWB	PROJECT NO.	
DR BY: RTB	APP BY: JWB		
		SHEET 12 OF 12	DR 12
DATE: DECEMBER 2021			
SCALE: 1:2400			

Appendix 2

PERMIT NO. MI0026468

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY

**AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

In compliance with the provisions of the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*, as amended; the "Federal Act"); Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); Part 41, Sewerage Systems, of the NREPA; and Michigan Executive Order 2011-1,

City of St. Johns
100 East State Street
PO Box 477
St. Johns, Michigan 48879

is authorized to discharge from the **St. Johns Wastewater Treatment Facility** located at

950 North US-27 BR
St. Johns, Michigan 48879

designated as **St Johns WWTP**

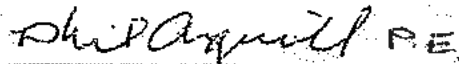
to the receiving water named St. Johns Big Ditch Drain in accordance with effluent limitations, monitoring requirements, and other conditions set forth in this permit.

This permit is based on a complete application submitted on April 5, 2013.

This permit takes effect on March 1, 2015. The provisions of this permit are severable. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term in accordance with applicable laws and rules. On its effective date this permit shall supersede NPDES Permit No. MI0026468, expiring October 1, 2013.

This permit and the authorization to discharge shall expire at midnight, **October 1, 2018**. In order to receive authorization to discharge beyond the date of expiration, the permittee shall submit an application which contains such information, forms, and fees as are required by the Department of Environmental Quality (Department) by **April 4, 2018**.

Issued: February 9, 2015


Philip Argiroff, Chief
Permits Section
Water Resources Division

PERMIT FEE REQUIREMENTS

In accordance with Section 324.3120 of the NREPA, the permittee shall make payment of an annual permit fee to the Department for each October 1 the permit is in effect regardless of occurrence of discharge. The permittee shall submit the fee in response to the Department's annual notice. The fee shall be postmarked by January 15 for notices mailed by December 1. The fee is due no later than 45 days after receiving the notice for notices mailed after December 1.

Annual Permit Fee Classification: Municipal Major, less than 10 MGD (IP)

In accordance with Section 324.3118 of the NREPA, the permittee shall make payment of an annual storm water fee to the Department for each January 1 the permit is in effect regardless of occurrence of discharge. The permittee shall submit the fee in response to the Department's annual notice. The fee shall be postmarked by March 15 for notices mailed by February 1. The fee is due no later than 45 days after receiving the notice for notices mailed after February 1.

In accordance with Section 324.3132 of the NREPA, the permittee shall make payment of an annual biosolids land application fee to the Department if the permittee land applies biosolids. In response to the Department's annual notice, the permittee shall submit the fee, which shall be postmarked no later than January 31 of each year.

CONTACT INFORMATION

Unless specified otherwise, all contact with the Department required by this permit shall be made to the Lansing District Supervisor of the Water Resources Division. The Lansing District Office is located at Constitution Hall, 525 West Allegan, 1st Floor-South, P.O. Box 30242, Lansing, Michigan 48909-7742, Telephone: 517-284-6651, Fax: 517-241-3571.

CONTESTED CASE INFORMATION

Any person who is aggrieved by this permit may file a sworn petition with the Michigan Administrative Hearing System within the Michigan Department of Licensing and Regulatory Affairs, c/o the Michigan Department of Environmental Quality, setting forth the conditions of the permit which are being challenged and specifying the grounds for the challenge. The Department of Licensing and Regulatory Affairs may reject any petition filed more than 60 days after issuance as being untimely.

PART I

Section A. Limitations and Monitoring Requirements

1. Final Effluent Limitations, Monitoring Point 001A

During the period beginning on the effective date of this permit and lasting until the expiration date of this permit, the permittee is authorized to discharge treated municipal wastewater from Monitoring Point 001A through Outfall 001. Outfall 001 discharges to St. Johns Big Ditch Drain. Such discharge shall be limited and monitored by the permittee as specified below.

Parameter	Maximum Limits for Quantity or Loading			Units	Maximum Limits for Quality or Concentration			Units	Monitoring Frequency	Sample Type																						
	Monthly	7-Day	Daily		Monthly	7-Day	Daily																									
Flow	(report)	---	(report)	MGD	---	---	---	---	Daily	Report Total Daily Flow																						
Carbonaceous Biochemical Oxygen Demand (CBOD ₅)																																
Dec. 1 - Mar. 31	160	240	---	lbs/day	10	---	15	mg/l	5×Weekly	24-Hr Composite																						
Apr. 1 - Apr. 30	140	220	---	lbs/day	9.0	---	14	mg/l	5×Weekly	24-Hr Composite																						
May 1 - Nov. 30	130	190	---	lbs/day	8.0	---	12	mg/l	5×Weekly	24-Hr Composite																						
Total Suspended Solids																																
Dec. 1 - Mar. 31	480	710	---	lbs/day	30	45	---	mg/l	5×Weekly	24-Hr Composite																						
Apr. 1 - Nov. 30	320	480	---	lbs/day	20	30	---	mg/l	5×Weekly	24-Hr Composite																						
Ammonia Nitrogen (as N)																																
Dec. 1 - Mar. 31	---	95	---	lbs/day	---	---	6.0	mg/l	5×Weekly	24-Hr Composite																						
Apr. 1 - Apr. 30	---	63	---	lbs/day	---	---	4.0	mg/l	5×Weekly	24-Hr Composite																						
May 1 - Sep. 30	---	32	---	lbs/day	---	---	2.0	mg/l	5×Weekly	24-Hr Composite																						
Oct. 1 - Nov. 30	32	71	---	lbs/day	2.0	---	4.5	mg/l	5×Weekly	24-Hr Composite																						
Total Phosphorus (as P)																																
	12	---	---	lbs/day	0.75	---	---	mg/l	5×Weekly	24-Hr Composite																						
Available Cyanide	---	---	(report)	lbs/day	---	---	(report)	µg/l	Quarterly	Grab																						
Fecal Coliform Bacteria	---	---	---	---	200	400	---	cts/100 ml	5×Weekly	Grab																						
Total Residual Chlorine	---	---	---	---	---	---	0.038	mg/l	5×Weekly	Grab																						
Total Mercury																																
- Corrected	(report)	---	---	lbs/day	(report)	---	---	ng/l	Quarterly	Calculation																						
- Uncorrected	(report)	---	---	lbs/day	(report)	---	---	ng/l	Quarterly	Grab																						
- Field Duplicate	---	---	---	---	(report)	---	---	ng/l	Quarterly	Grab																						
- Field Blank	---	---	---	---	(report)	---	---	ng/l	Quarterly	Preparation																						
- Laboratory Method Blank	---	---	---	---	(report)	---	---	ng/l	Quarterly	Preparation																						
<table border="0" style="width:100%; text-align:center;"> <tr> <td></td> <td><u>12-Month</u></td> <td></td> <td></td> <td></td> <td><u>12-Month</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td><u>Rolling Average</u></td> <td></td> <td></td> <td></td> <td><u>Rolling Average</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>												<u>12-Month</u>				<u>12-Month</u>							<u>Rolling Average</u>				<u>Rolling Average</u>					
	<u>12-Month</u>				<u>12-Month</u>																											
	<u>Rolling Average</u>				<u>Rolling Average</u>																											
Total Mercury	0.000048	---	---	lbs/day	3.0	---	---	ng/l	Quarterly	Calculation																						
<table border="0" style="width:100%; text-align:center;"> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><u>Minimum</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><u>Monthly</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>																<u>Minimum</u>											<u>Monthly</u>					
					<u>Minimum</u>																											
					<u>Monthly</u>																											
Total Suspended Solids Minimum % Removal																																
Dec. 1 - Mar. 31	---	---	---	---	85	---	---	%	Monthly	Calculation																						

PART I

Section A. Limitations and Monitoring Requirements

Parameter	Maximum Limits for Quantity or Loading				Maximum Limits for Quality or Concentration				Monitoring Frequency	Sample Type
	Monthly	7-Day	Daily	Units	Monthly	7-Day	Daily	Units		
					Minimum Daily		Maximum Daily			
pH	---	---	---	---	6.5	---	9.0	S.U.	5×Weekly	Grab
Dissolved Oxygen	---	---	---	---	5.0	---	---	mg/l	5×Weekly	Grab

The following design flow was used in determining the above limitations, but is not to be considered a limitation or actual capacity: 1.9 MGD

- a. **Narrative Standard**
The receiving water shall contain no turbidity, color, oil films, floating solids, foams, settleable solids, or deposits as a result of this discharge in unnatural quantities which are or may become injurious to any designated use.
- b. **Sampling Locations**
Samples for CBOD₅, Total Suspended Solids, Ammonia Nitrogen, Total Mercury, Available Cyanide, and Total Phosphorus shall be taken prior to disinfection. Samples for Dissolved Oxygen, Fecal Coliform Bacteria, Total Residual Chlorine, and pH shall be taken after disinfection. The Department may approve alternate sampling locations which are demonstrated by the permittee to be representative of the effluent.
- c. **Quarterly Monitoring**
Quarterly samples shall be taken during the months of January, April, July, and October. If the facility does not discharge during these months, the permittee shall sample the next discharge occurring during that quarter. If the facility does not discharge during a quarter, a sample is not required for that quarter. For any month in which a sample is not taken, the permittee shall enter "G" on the Discharge Monitoring Report.
- d. **Total Residual Chlorine**
Compliance with the Total Residual Chlorine limit shall be determined on the basis of one or more grab samples. If more than one (1) sample per day is taken, the additional samples shall be collected in near equal intervals over at least eight (8) hours. The samples shall be analyzed immediately upon collection and the average reported as the daily concentration. Samples shall be analyzed in accordance with Part II.B.2. of this permit.
- e. **Percent Removal Requirements**
These requirements shall be calculated based on the monthly (30-day) effluent Total Suspended Solids concentrations and the monthly influent concentrations for approximately the same period.
- f. **Analytical Methods and Quantification Levels for Available Cyanide**
The sampling procedures, preservation and handling, and analytical protocol for compliance monitoring for following parameters shall be in accordance with EPA Methods OIA - 1677. The quantification for Available Cyanide shall be 2.0 µg/l unless a higher level is appropriate because of sample matrix interference. Justification for higher quantification levels shall be submitted to the Department within 30 days of such determination. Upon approval of the Department, the permittee may use alternate analytical methods (for parameters with methods specified in 40 CFR 136, the alternate methods are restricted to those listed in 40 CFR 136).

PART I

Section A. Limitations and Monitoring Requirements

g. Final Effluent Limitation for Total Mercury

The final limit for total mercury is the Discharge Specific Level Currently Achievable (LCA) based on a multiple discharger variance from the water quality-based effluent limit of 1.3 ng/l, pursuant to Rule 323.1103(9) of the Water Quality Standards. Compliance with the LCA shall be determined as a 12-month rolling average, the calculation of which may be done using blank-corrected sample results. The 12-month rolling average shall be determined by adding the present monthly average result to the preceding 11 monthly average results then dividing the sum by 12. For facilities with quarterly monitoring requirements for total mercury, quarterly monitoring shall be equivalent to 3 months of monitoring in calculating the 12-month rolling average. Facilities that monitor more frequently than monthly for total mercury must determine the monthly average result, which is the sum of the results of all data obtained in a given month divided by the total number of samples taken, in order to calculate the 12-month rolling average. If the 12-month rolling average for any quarter is less than or equal to the LCA, the permittee will be considered to be in compliance for total mercury for that quarter, provided the permittee is also in full compliance with the Pollutant Minimization Program for Total Mercury, set forth in Part I.A.3.

h. Total Mercury Testing and Additional Reporting Requirements

The analytical protocol for total mercury shall be in accordance with EPA Method 1631, Revision E, "Mercury in Water by Oxidation, Purge and Trap, and Cold Vapor Atomic Fluorescence Spectrometry," EPA-821-R-02-019, August 2002. The quantification level for total mercury shall be 0.5 ng/l, unless a higher level is appropriate because of sample matrix interference. Justification for higher quantification levels shall be submitted to the Department within 30 days of such determination.

The use of clean technique sampling procedures is required unless the permittee can demonstrate to the Department that an alternative sampling procedure is representative of the discharge. Guidance for clean technique sampling is contained in EPA Method 1669, "Sampling Ambient Water for Trace Metals at EPA Water Quality Criteria Levels," EPA-821-R96-001, July 1996. Information and data documenting the permittee's sampling and analytical protocols and data acceptability shall be submitted to the Department upon request.

In order to demonstrate compliance with EPA Method 1631E and EPA Method 1669, the permittee shall report, on the daily sheet, the analytical results of all field blanks and field duplicates collected in conjunction with each sampling event, as well as laboratory method blanks when used for blank correction. The permittee shall collect at least one (1) field blank and at least one (1) field duplicate per sampling event. If more than ten (10) samples are collected during a sampling event, the permittee shall collect at least one (1) additional field blank AND field duplicate for every ten (10) samples collected. Only field blanks or laboratory method blanks may be used to calculate a concentration lower than the actual sample analytical results (i.e. a blank correction). Only one (1) blank (field OR laboratory method) may be used for blank correction of a given sample result, and only if the blank meets the quality control acceptance criteria. If blank correction is not performed on a given sample analytical result, the permittee shall report under 'Total Mercury - Corrected' the same value reported under 'Total Mercury - Uncorrected.' The field duplicate is for quality control purposes only; its analytical result shall not be averaged with the sample result.

Appendix 3

Dana C. Beaman
Mayor

Heather R. Hanover
Vice Mayor

Eric Hufnagel
Commissioner

Bob Craig
Commissioner

Jean Ruestman
Commissioner



Vacant
City Manager

Dave J. Kudwa, P.E.
Deputy City Manager

Mindy J. Seavey
City Clerk

Patrick Clifford
City Treasurer

Jacob Thurston
City Assessor

John B. Salemi
City Attorney

Steven M. Martin
Director of Public Services

May 11, 2017

Brent Bodnar, Senior Environmental Engineer
Department of Environmental Quality

Subject: NPDES Permit # MI0026468
7- Day Average Fecal Coliform Exceedance – April 2017

Brent,

In accordance to our NPDES Permit # MI0026468, Section A-1, we are reporting an exceedance for the max 7-day average of fecal coliforms for the month of April.

While reviewing the April data on May 10th 2017 it was found that during the month of April we were unable to meet our permitted 7-day fecal coliform limit of 400. Our worst 7 day average calculated to be 422. During review it was found our worst 7 days were during the first 7 days of April. A time when we experienced a significant amount of rainfall resulting in flows over 2.5 times our normal daily flow. Initial actions were to dose more chlorine once the first elevated daily numbers were received. However chlorine was not dosed high enough to overcome a few days of elevated fecal counts. Once we began feeding the proper amount of chlorine fecal counts began to drop drastically, however it was too late and the 7 day average had been exceeded. Continuing the rest of the month we were able to keep fecal counts at a manageable level and meet our monthly limit for fecal coliform.

Sincerely
FOR THE CITY OF ST. JOHNS

Jordan M, Whitford Wastewater Division Supervisor

100 East State Street, P.O. Box 477, St. Johns, Michigan 48879-0477
(989) 224-8944 Fax (989) 224-2204
E-mail: csj@ci.saint-johns.mi.us

Dana C. Beaman
Mayor

Heather R. Hanover
Vice Mayor

Eric Hufnagel
Commissioner

Bob Craig
Commissioner

Jean Ruestman
Commissioner



Jon Stoppels
City Manager

Dave J. Kudwa
Community Development

Mindy J. Seavey
City Clerk

Patrick Clifford
City Treasurer

John B. Salemi
City Attorney

Steven M. Martin
Director of Public Services

March 5th, 2018

Brent Bodnar, Senior Environmental Engineer
Department of Environmental Quality

Subject: NPDES Permit # MI0026468
BOD Daily Max Exceedance – March 2018

Brent,

In accordance to our NPDES Permit # MI0026468, Section A-1, we are reporting an exceedance for the daily maximum of BOD for the month of February.

While reviewing the February analytical data on March 3rd 2018 it was found that on the day of February 20th we were unable to meet our permitted daily max for BOD of 15 mg/l. Unfortunately our results calculated to be 18 mg/l. It is my opinion this violation was solely caused by the significant rainfall and snowmelt which occurred February 19th through the 21st. This precipitation resulted in flows nearly four times what we normally see and continued that way for 2.5 days. Ultimately the rain event overwhelmed our plant which resulted in the non-sufficient removal of BOD. Results from February 21st showed numbers back below permitted levels and the WWTP has been in full compliance with its daily BOD limit every day since February 20th.

Sincerely
FOR THE CITY OF ST. JOHNS

Jordan M, Whitford Wastewater Division Supervisor

Dana C. Beaman
Mayor

Heather R. Hanover
Vice Mayor

Eric Hufnagel
Commissioner

Bob Craig
Commissioner

Jean Ruestman
Commissioner



Jon Stoppels
City Manager

Dave J. Kudwa
Community Development

Mindy J. Seavey
City Clerk

Patrick Clifford
City Treasurer

John B. Salemi
City Attorney

Steven M. Martin
Director of Public Services

February 22, 2018

Mary Vanderlaan, WRD District Supervisor
Lansing District Office
P.O. Box 30242
Lansing, MI 48909-7742

RE: City of St. Johns Wastewater Facility, NPDES Permit No. MI0026468
Sanitary Sewer Overflow (SSO) Report for February 22, 2018

Mary,

In accordance to NPDES Permit # MI0026468, Part III, Section A, Paragraph 1, the City of St. Johns Wastewater Facility is hereby providing a written report of a SSO, implemented on Tuesday, February 20th, 2018 and intermittently continued until Wednesday, February 21st, 2018. Per permit requirement, MDNRE officials were contacted within the timeframe of conducting the by-passing of the Townsend Road Lift Station and Wastewater Treatment Facility.

Brent Bodnar was contacted at approximately 12:31 pm (2-20-18), and was notified of this event. We followed the procedures outlined in Standard Operating Procedures in our SSO Plan. Wastewater personnel conducted visual inspections of upstream sanitary manholes and found them to be surcharged. Our priority then became to reduce the potential flooding of homes and dwellings in the Townsend Road Lift Station (TRLS) service area and City wide in general.

The intensity of the storm is documented by the graph (attached) collected from the wastewater facility SCADA system. The rain event which spanned 2 days, February 20th (1.36"), February 21st (1.40"), registered 2.76" multiplied by the excessive snow melt we also endured.

The City of St. Johns plans to continue the assessment of its collection system and look for potential sources of I&I with the intentions of minimizing similar occurrences in the future.

100 East State Street, P.O. Box 477, St. Johns, Michigan 48879-0477
(989) 224-8944 Fax (989) 224-2204
E-mail: csj@ci.saint-johns.mi.us

Attachments to this cover letter include:

- MDNRE Sanitary Sewer Overflow Report
- Bypass Worksheet (estimated flows)
- SCADA System Graphs indicating precipitation and lift station flow trends.
- Flow Total Reports from February 19th, February 20th, February 21st, and February 22nd.

We appreciate your cooperation and if you have any questions or concerns, please contact me at (989) 224-8944 ext. 230 or smartin@ci.saint-johns.mi.us or jwhitford@ci.saint-johns.mi.us

Sincerely,
FOR THE CITY OF ST. JOHNS

Jordan Whitford, Wastewater Division Supervisor

Cc: Jon Stoppels, City Manager
Steven M. Martin, Director of Public Services
Brent Bodnar, Senior Environmental Engineer

Dana C. Beaman
Mayor

Heather R. Hanover
Vice Mayor

Eric Hufnagel
Commissioner

Bob Craig
Commissioner

Jean Ruestman
Commissioner



Jon Stoppels
City Manager

Dave J. Kudwa
Community Development

Mindy J. Seavey
City Clerk

Patrick Clifford
City Treasurer

John B. Salemi
City Attorney

Steven M. Martin
Director of Public Services

May 18th, 2018

Brent Bodnar, Senior Environmental Engineer
Department of Environmental Quality

Subject: NPDES Permit # MI0026468
BOD Daily Max Exceedance – April 2018

Brent,

In accordance to our NPDES Permit # MI0026468, Section A-1, we are reporting an exceedance for the daily maximum of BOD for the month of April.

While reviewing the April analytical data it was found that on the day of April 16th we were unable to meet our permitted daily max for BOD of 14 mg/l. Unfortunately our results calculated to be 15 mg/l. It is my opinion this violation was caused by the heavy rainfall we received from April 14th through the 16th totaling just over 2 inches. This precipitation resulted in flows over two times what we normally treat which unfortunately saturated our plant enough that we were unable to meet our daily permitted limit. Fortunately we were able to regain compliance the next day and have continued to discharge well below permitted limits since.

Sincerely
FOR THE CITY OF ST. JOHNS

Jordan M, Whitford Wastewater Division Supervisor

Eric Hufnagel
Mayor

Bob Craig
Vice Mayor

Heather R. Hanover
Commissioner

Jean Ruestman
Commissioner

Tamara Kirschenbauer
Commissioner



Jon Stoppels
City Manager

Dave J. Kudwa
Community Development

Mindy J. Seavey
City Clerk

Kristina Kinde
City Treasurer

John B. Salemi
City Attorney

Steven M. Martin
Director of Public Services

January 03, 2020

Brent Bodnar, Senior Environmental Engineer Lansing District Office
P.O. Box 30242
Lansing, MI 48909-7742

RE: City of St. Johns Wastewater Facility, NPDES Permit No. MI0026468
Sanitary Sewer Overflow (SSO) Report for December 30, 2019

Brent,

In accordance to NPDES Permit # MI0026468, Part III, Section A, Paragraph 1, the City of St. Johns Wastewater Facility is hereby providing a written report of an SSO, implemented on Monday, December 30th, 2019. Per permit requirement, EAGLE officials, health department officials, and the local newspaper were all contacted within the timeframe of conducting the by-passing of the Townsend Road Lift Station and Wastewater Treatment Facility.

We contacted you via phone and email at approximately 8:27 am (12-30-19), and notified you of this event. We followed the procedures outlined in Standard Operating Procedures in our SSO Plan. Wastewater personnel conducted visual inspections of manholes upstream of the WWTP and Townsend Road Lift Station and found them to be surcharged. Our priority then became to reduce the potential flooding of homes and dwellings in the Townsend Road Lift Station (TRLS) service area and City wide in general.

The intensity of the storm is documented by the graph (attached) collected from the wastewater facility SCADA. Also attached is the daily precipitation recording from the WWTP rain gauge which is reported to the National Weather Service. The rain event which spanned approximately 7 hours, registered 1.98" of rainfall on the SCADA, while the rain gauge at the WWTP measured 2.3" of rain from 7:00am 12-29 to 7:00am 12-30.

The City of St. Johns plans to continue the assessment of its collection system and look for potential sources of I&I with the intentions of minimizing similar occurrences in the future.

100 East State Street, P.O. Box 477, St. Johns, Michigan 48879-0477
(989) 224-8944 Fax (989) 224-2204
E-mail: csj@ci.saint-johns.mi.us

Attachments to this cover letter include:

- MDNRE Sanitary Sewer Overflow Report
- Bypass Worksheet (estimated flows)
- SCADA System Graphs indicating precipitation and lift station flow trends.
- Flow Total Reports from December 29th, December 30th, December 31st, January 1st, and January 2nd.

We appreciate your cooperation and if you have any questions or concerns, please contact me at (989) 224-8944 ext. 230 or smartin@ci.saint-johns.mi.us or jwhitford@ci.saint-johns.mi.us

Sincerely,
FOR THE CITY OF ST. JOHNS

Jordan Whitford, Wastewater Division Supervisor

Cc: Jon Stoppels, City Manager
Steven M. Martin, Director of Public Services

Appendix 4

City of St. Johns WWTP Improvements

SRF Project Plan - Detailed Cost Summary & Useful Life Evaluation

Item	Unit	Quantity	2024 Construction Cost	Useful Life (Years)	Total Life Value	Weighted Useful Life	Future Salvage Value	Present Worth of Salvage Value
<u>Tertiary Filter Replacement</u>								
Mobilization/Demobilization	LS	1	\$ 458,000	0	\$ -		\$ -	\$ -
Piping Modifications	LS	1	\$ 250,000	50	\$ 12,500,000		\$ 150,000	\$ 135,759
Tertiary Filter Equipment	LS	1	\$ 2,606,000	25	\$ 65,150,000		\$ 521,200	\$ 471,719
Misc. Metals	LS	1	\$ 125,000	50	\$ 6,250,000		\$ 75,000	\$ 67,880
Crane Rail and Hoist	LS	1	\$ 152,000	50	\$ 7,600,000		\$ 91,200	\$ 82,542
Overhead Door	LS	1	\$ 39,000	20	\$ 780,000	25.0	\$ -	\$ -
Concrete Work	LS	1	\$ 150,000	50	\$ 7,500,000		\$ 90,000	\$ 81,456
Tertiary Filter Influent Pumps	LS	1	\$ 227,000	25	\$ 5,675,000		\$ 45,400	\$ 41,090
Tertiary Filter Wet Well	LS	1	\$ 189,000	50	\$ 9,450,000		\$ 972,800	\$ 880,445
Instrumentation and Controls	LS	1	\$ 583,000	15	\$ 8,745,000			
Electrical	LS	1	\$ 417,000	15	\$ 6,255,000		\$ -	\$ -
Subtotal Tertiary Filter Replacement			\$ 5,196,000		\$ 129,905,000		\$ 1,945,600	\$ 1,760,890
<u>Townsend Road Lift Station Force Main</u>								
Mobilization/Demobilization	LS	1	\$ 263,000	0	\$ -		\$ -	\$ -
Traffic Control	LS	1	\$ 40,000	0	\$ -		\$ -	\$ -
SESC	LS	1	\$ 12,000	0	\$ -		\$ -	\$ -
HDPE Pipe	LS	1	\$ 4,410,000	50	\$ 220,500,000	43.8	\$ 2,646,000	\$ 2,394,796
Drill Cuttings Removal/Disposal	LS	1	\$ 66,000	0	\$ -		\$ -	\$ -
Drilling Fluid Removal/Disposal	LS	1	\$ 66,000	0	\$ -		\$ -	\$ -
Site Work (Pipe Connections)	LS	1	\$ 236,000	25	\$ 5,900,000		\$ 47,200	\$ 42,719
Restoration and Cleanup	LS	1	\$ 79,000	0	\$ -		\$ -	\$ -
Subtotal Townsend Road Lift Station Force Main			\$ 5,172,000		\$ 226,400,000		\$ 2,693,200	\$ 2,437,515
<u>RBC Replacement</u>								
Mobilization/Demobilization	LS	1	\$ 875,000	0	\$ -		\$ -	\$ -
RBCs & Covers	Each	20	\$ 10,490,000	25	\$ 262,250,000		\$ 2,098,000	\$ 1,898,822
Piping Modifications	LS	1	\$ 500,000	50	\$ 25,000,000	23.7	\$ 300,000	\$ 271,519
Instrumentation and Controls	LS	1	\$ 250,000	15	\$ 3,750,000		\$ -	\$ -
Electrical	LS	1	\$ 417,000	15	\$ 6,255,000		\$ -	\$ -
Subtotal RBC Replacement			\$ 12,532,000		\$ 297,255,000		\$ 2,398,000	\$ 2,170,341
TOTAL PROJECT ESTIMATED COST			\$ 22,900,000	WEIGHTED USEFUL LIFE	\$ 653,560,000	28.5	\$ 7,036,800	\$ 6,368,747

City of St. Johns WWTP Improvements

Opinion of Operation, Maintenance and Replacement Costs

Fiscal Year 2022/23 Actual Operating Expenditures	\$	1,838,197
Townsend Road Lift Station Force Main		
<i>Reduction in Overtime Due to Emergency Repairs</i>	\$	(10,000)
<i>Equipment & Materials for Emergency Repairs</i>	\$	(50,000)
<i>Subtotal</i>	\$	(60,000)
<i>Subtotal Present Worth of 20 Years of O&M Costs</i>	\$	(1,152,000)
Tertiary Filter Replacement		
<i>Electricity</i>	\$	(5,000)
<i>Chemical</i>	\$	(5,000)
<i>Subtotal</i>	\$	(10,000)
<i>Subtotal Present Worth of 20 Years of O&M Costs</i>	\$	(192,000)
RBC Replacement		
<i>Replacement Parts</i>	\$	(50,000)
<i>Subtotal</i>	\$	(50,000)
<i>Subtotal Present Worth of 20 Years of O&M Costs</i>	\$	(960,000)
ESTIMATED ANNUAL O&M COST REDUCTION	\$	(120,000)
ESTIMATED ANNUAL O&M AFTER IMPLEMENTATION	\$	1,718,197
PRESENT WORTH OF 20 YEARS OF O&M COSTS	\$	(2,304,000)

City of St. Johns WWTP Improvements

Summary

Townsend Road Lift Station Force Main

Category	Alternative 1.3	
Capital Cost	\$	5,172,000
Annual O&M Cost Reduction	\$	(60,000)
Salvage Value	\$	(2,693,200)
Present Worth of O&M Cost Reduction	\$	(1,152,000)
Present Worth of Salvage Value	\$	(2,437,515)
20-Year Total Present Worth	\$	1,582,485

Tertiary Filtration System

Category	Alternative 2.4	
Capital Cost	\$	5,196,000
Annual O&M Cost Reduction	\$	(10,000)
Salvage Value	\$	(1,945,600)
Present Worth of O&M Cost Reduction	\$	(192,000)
Present Worth of Salvage Value	\$	(1,760,890)
20-Year Total Present Worth	\$	3,243,110

Tertiary Filtration System

Category	Alternative 3.4	
Capital Cost	\$	12,532,000
Annual O&M Cost Reduction	\$	(50,000)
Salvage Value	\$	(2,398,000)
Present Worth of O&M Cost Reduction	\$	(960,000)
Present Worth of Salvage Value	\$	(2,170,341)
20-Year Total Present Worth	\$	9,401,659

Appendix 5



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
**OVERBURDENED AND SIGNIFICANTLY OVERBURDENED COMMUNITY STATUS
DETERMINATION WORKSHEET**

The following data is required from each State Revolving Fund (SRF) applicant requesting a determination for overburdened and significantly overburdened community status.

The most recent census and tax data are available in a searchable table on EGLE's [State Revolving Fund – Overburdened Community Definition and Scoring Criteria Development](#) webpage along with an excel worksheet to help determine blended Median Annual Household Income (MAHI) and blended taxable value per capita for regional systems. The MAHI and taxable value per capita table will be used to make all FY24 determinations. Applicants are encouraged to visit this page prior to completing this form to see if they qualify based on MAHI (blended MAHI if applicable) or taxable value per capita (blended taxable value per capita if applicable) alone. If so, they only need to fill out lines 1 and 2 of this form, electronically sign it on page 2, and submit.

Alternately, if the applicant's MAHI or blended MAHI is above the state average - \$63,498 for FY24 – they cannot be determined as being overburdened or significantly overburdened for FY24 funding and should not complete or turn in this form.

For applicants whose MAHI or blended MAHI is below \$63,498 but do not automatically qualify based on MAHI or taxable value per capita alone, please complete the entire form and return to:

Mark Conradi
conradim@michigan.gov

Name of Applicant

Please check the box indicating which funding source this determination is for:

DWSRF

CWSRF

1. Is this a regional system? A regional system refers to any system that serves more than one municipality (cities, townships, and/or villages)

Yes

No

If yes, refer to the instructions at the end of this form to complete calculations for a blended MAHI and blended taxable value per capita. Additionally, page 3 of this form will also need to be completed.

2. Median Annual Household Income from table on the overburdened webpage (blended if applicable)
3. Taxable Value Per Capita from table on the overburdened webpage (blended if applicable)
4. Total amount of anticipated debt for the proposed project (amount of loan requested for FY24 loan)
5. Annual payments on the existing debt for the system
6. Total operation, maintenance, and replacement expenses (OM&R) for the system on an annual basis
7. Number of residential equivalent users (REUs) in the system

***I (_____) hereby certify that the information in this form is complete, true, and correct to the best of my knowledge.**

Signature

Date

For determinations made using anticipated debt, a final determination will be made based upon the awarded loan amount and not the anticipated amount provided on this form.

Regional System Breakdown (If applicable)

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

Name of municipality Percentage of flow

If more spaces are needed, please include them in the email along with this submission. Percentages of flow must add up to 100%.

OVERBURDENED AND SIGNIFICANTLY OVERBURDENED COMMUNITY STATUS INSTRUCTIONS AND GUIDANCE

The following instructions provide guidance to fill out the overburdened and significantly overburdened determination community status worksheet. Systems across the state use many types of methods for billing and some include items that others do not. The purpose of the determination is to put all systems on a level playing field by breaking down system debt, expenses, and number of customers in the same manner. The instructions address each question in the order they are presented on the worksheet.

1. Regional systems (if applicable) – Blended MAHI and taxable value per capita calculations

The definition of overburdened and significantly overburdened communities first requires “(a) Users within the area served by a proposed drinking water project, sewage treatment works project, or stormwater treatment project are directly assessed for the costs of construction.” That means that the calculations need to be based on who is paying for the proposed SRF loan.

For systems that serve more than one municipal entity a blended MAHI and taxable value per capita calculation must be completed. Page 3 of the worksheet includes spaces for a system to list all the municipalities (cities, townships, and/or villages) and the percentage of flow they provide to the system. The flow percentages should be based on the most recent data available.

The reason flow is used is because most systems add debt costs to customers’ bills and those are determined by flow. In rare cases there might be municipal agreements that vary slightly from this method and those will require the applicant to contact EGLE and provide the data separate from this worksheet. EGLE will take each municipality’s MAHI and taxable value per capita and multiply it by the percentage of flow and then add them all together to come up with the blended number to be used in the determination (e.g., (municipality A MAHI * flow) + (municipality B MAHI * flow) + (municipality C MAHI * flow = Blended MAHI for the system)). The same formula will be repeated swapping out taxable value per capita for MAHI to determine a blended taxable value per capita.

The most recent census and tax data are available in a searchable table on EGLE’s [State Revolving Fund – Overburdened Community Definition and Scoring Criteria Development](#) webpage. This table will be used to make all FY24 determinations. Use the excel FY24 Overburdened Calculation Template also located on the [State Revolving Fund – Overburdened Community Definition and Scoring Criteria Development](#) webpage. Tab 1 titled, “Blended MAHI and TVPC calcs” will allow the applicant to input the names of the municipalities, their percentage of flow, the MAHI for each found in the table listed above, and the taxable value per capita for each in the table listed above, to calculate a blended MAHI and blended taxable value per capita of the regional system. **If the blended MAHI is above \$63,498 the project cannot qualify for overburdened or significantly overburdened status and the rest of the form should not be filled out or turned in.**

2. Median Annual Household Income

Use the “Fiscal Year 2024 Overburdened Median Annual Household Income (MAHI) and Taxable Values List for SRF Projects; the State of Michigan MAHI is \$63,498 for FY24 Projects” searchable table located on the [State Revolving Fund – Overburdened Community Definition and Scoring Criteria Development](#) webpage. Search for the system’s MAHI and enter it. **If the**

MAHI is above \$63,498 the project cannot qualify for overburdened or significantly overburdened status and the rest of the form should not be filled out or turned in.

For regional systems that serve more than one municipality (cities, townships, and/or villages), refer to the instructions for regional systems in step 1 if you have not already completed calculating a blended MAHI for the system. Once the blended MAHI is determined, enter it on line 2 of the worksheet.

3. Taxable Value Per Capita

This data is found in the same location as the MAHI data and was likely already entered by the applicant while completing line 2. If not, repeat the directions for step 2 and enter the taxable value per capita from the table.

For regional systems that serve more than one municipality (cities, townships, and/or villages), refer to the instructions for regional systems in step 1 if you have not already completed calculating a blended taxable value per capita for the system. Once the blended taxable value per capita is determined, enter it on line 3 of the worksheet.

4. Total amount of anticipated debt for the proposed project

Fill in the total amount of the proposed loan for the project requesting State Revolving Loan financing in FY24.

EGLE will amortize this amount to determine a yearly cost to the applicant. The excel FY24 Overburdened Calculation Template, also located on the [State Revolving Fund – Overburdened Community Definition and Scoring Criteria Development](#) webpage, has this calculation built in so the applicant only needs to enter full FY24 the loan amount when completing that as well.

Note that this loan amount is an estimate and often changes after project plans are submitted and bids come in. EGLE will run this determination again prior to finalizing the Project Priority List (PPL). Changes in the loan amount can sometimes change an applicant's status from overburdened to not or vice versa if the initial calculation is close to the 1% MAHI threshold.

Thus, if a system is determined to be overburdened or not based on annual user costs being greater than 1% of system's MAHI vs being determined overburdened by MAHI or state taxable value per capita alone, a loan amount will be provided to the applicant that provides the cutoff loan value to either gain or lose overburdened status.

5. Annual Payments on the existing debt of the system

Fill in the yearly total of any current debt payments for the system. If coming in for a CWSRF project only include debt payments for the wastewater system and if coming in for a DWSRF project only include debt payments for the drinking water system.

In a regional system the additional debt payments of connected systems may be added if the connected systems are included in the blended MAHI and taxable value per capita calculations and there is no double-counting. For example, if a regional treatment system is coming in for the loan, a connected collection system could add any additional annual debt costs that the

collection system passes onto its customers after paying all debt and expenses to the regional treatment system. This is to account for the fact that the MAHI and state taxable values are being blended so the annual debt payments of the regional system can be blended as well to determine the average user cost of the regional system.

6. Total operation, maintenance, and replacement (OM&R) expenses for the system on an annual basis

As with the annual debt payments, the amount listed here should include only wastewater OM&R for CWSRF loans and only drinking water OM&R for DWSRF loans. If the accounting is combined split the costs as accurately as possible.

The OM&R costs should reflect all annual expenses for the system that are recovered annually through rates. This means that if a community makes an annual contribution of \$50,000 a year to a capital improvement fund, they could add that number to the yearly OM&R costs. If they have accumulated \$250,000 in that account and plan on using all in the calendar year they are applying for the loan, they cannot claim that amount as it is not a yearly expense; only the \$50,000 is. This is also true for depreciation expenses with no cash value or yearly contribution. They cannot be included.

In a regional system the additional OM&R expenses of connected systems may be added if the connected systems are included in the blended MAHI and taxable value per capita calculations, there is no double-counting, and the expenses follow the same OM&R rules listed above. For example, if a regional treatment system is coming in for the loan, a connected collection system could add any additional annual OM&R costs that the collection system passes onto its customers after paying all debt and expenses to the regional treatment system. This is to account for the fact that the MAHI and state taxable values are being blended so the annual OM&R expenses of the regional system can be blended as well to determine the average user cost of the regional system.

7. Number of residential equivalent users (REUs) in the system

REUs refer to number of standard household hookups in a system. In a bedroom community, with little to no commercial or industrial customers, this number clear. However, most systems have a combination of customer types. The purpose of this form is to determine the average bill for a typical residential customer to determine if it is high enough to pose a burden on the ratepayer.

There are two standard ways of determining REUs: meter size and average flow.

- **Meter size**

This is the preferred method as it eliminates most variables that using flow may have. To determine the number of REUs in a system take all the systems' meters and convert them down to 5/8th-inch or 3/4-inch (whichever is the system's standard residential size). Use the capacity of the pipe to convert down (e.g., a 2-inch meter would be equivalent to about 8, 5/8th-inch meters, a 4-inch meter would be equivalent to about 25, 5/8th-inch meters, etc.). The resulting number of equivalent 5/8th-inch or 3/4-inch meters would be the number of REUs in the system.

- Average flow

The average flow method requires the system to determine the average yearly flow for a typical residential household (i.e., a 5/8th-inch or ¾-inch connection). The system takes the most recent yearly flow data of the entire system and divides by the average household usage number to come up with the number of REUs.

EGLE will look at the numbers provided and may have questions based on the population size vs number of REUs. EGLE will reach out and ask to see the calculations in some instances. Applicants are encouraged to include an excel sheet with these calculations along with the submittal of this form to reduce any back-and-forth communications.

Signature

A typed name and accompanying electronic signature are required for the form to be accepted. If this section is left blank the form will be returned to the sender and not reviewed until it has been signed and sent back.

Final Determination

If the system's MAHI or blended MAHI (if applicable) is over the state average - \$63,498 for FY24 – it cannot be determined as being overburdened or significantly overburdened for FY24 funding.

EGLE will take the information provided on this form and enter it into the FY24 Overburdened Calculation Template spreadsheet to calculate the average yearly cost per REU. If a community or system is not determined to be overburdened or significantly overburdened based on MAHI or taxable value per capita alone, this calculation will determine if the costs are greater than 1% of the system's MAHI.

The FY24 Overburdened Calculation Template spreadsheet with the calculations and final determination will be sent to the applicant after the review has been completed by EGLE. A blank version is available on the [State Revolving Fund – Overburdened Community Definition and Scoring Criteria Development](#) webpage. Ideally the applicant has already completed the calculations using the instructions above prior to submitting. If the applicant completes the worksheet and determines they do not qualify for overburdened status it is requested that they do not submit the completed worksheet unless they have questions. The applicant's preliminary findings using the FY24 Overburdened Calculation Template are not official until they have been reviewed by EGLE as discrepancies and/or questions about some of the numbers may arise. However, EGLE is providing the template to allow applicants to have a good idea of how the determination will result prior to hearing back officially from EGLE.

Please contact Mark Conradi (conradim@michigan.gov) with any questions on the completion of the form.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



MEMORANDUM CITY OF ST. JOHNS

To: City Commission

From: Kristina Kinde, City Treasurer

Date: April 19, 2023

Subject: New Parking Plan Timeline and Enforcement

At the March 20, 2023 City Commission meeting a new downtown parking plan was approved by City Commission and City Staff was requested to provide a timeline on implementation of the new parking plan, signage, communication and enforcement. City Staff met with King Media on March 5th to discuss the new plan and requested a timeline and quote for assistance. Attached is the proposal from King Media.

Chief Kirk has been working on the enforcement side of this project and is currently working on the TCO's. The TCO's will be completed during the final few weeks of this project as they become effective immediately following approval.

City Staff recommends City Commission approve the City Parking Program Signage & Communications Project with King Media.

City of St. Johns

City Parking Program Signage & Communications Project

April 19, 2023

Parking Program Signage, Communication Materials & Timeline

The City of St. Johns is contracting with King Media to design signage for downtown streets and parking lots, maps, and handouts to communicate the City's new parking program hours, rules, and regulations. The design will not only share helpful information but will also include a QR code that provides details on the new parking program and how to obtain a parking permit.

Graphic Design: Parking Signage

- One (1) lot sign design and layout, with parking details for each of the following:
 - Lots A/1 and B/7
 - Lot C/6
 - Lot D/4
 - Lot E/2
 - Lot F/5 (Higham Street)
 - Lot F/5 (mid-block)
- One (1) street/pedestal sign design and layout, with parking details for each of the lots above and the following:
 - Clinton Ave
 - Maple Street
 - W. Linden Street
 - Railroad Street, Bush Street, Oakland Street, Railroad Street, Spring Street
 - E. Linden Street, McConnell Street
- Two (2) maps: one (1) daytime parking and one (1) after hours parking
- One (1) flyer to communicate details on the updated parking program
- One (1) card design to place on cars that are not in compliance with new parking rules

Project Timeline: 4-6 weeks

- Weeks 1-2: Conceptualization of assets
- Weeks 2-5: Selection, revisions, and final approval
- Weeks 4-6: Production of final files

Project Estimate: 74 hours @ \$200/hour - \$14,800

The proposed project schedule and time estimate includes project management, client communication and internal coordination. Final production-ready files will be delivered to the City of St. Johns electronically. Coordination with the City's preferred production and installation partner is not included but can be provided for an additional cost.



studio [intrigue]

ARCHITECTS

April 10, 2023

City of St. Johns

100 E. State St. #1100
St. Johns, Michigan 48879

**RE: Design and Construction Documents for Renovation to Gymnasium & Auditorium in the 101 Cass St. Building – Expanded Services
Architect's Project #:21.065**

Engagement Letter

This letter is to confirm engagement of Studio [intrigue] Architects, LLC for architectural services for the above named project location.

Scope:

- Design services and construction documents for contractor budgeting of renovation to the existing gymnasium, and renovation to the existing auditorium within the building.

Assumptions:

- The project is properly zoned for the proposed use.
- All information received from the Client is correct (e.g. program, soil borings, site plans, and electronic files).
- No office space design will be incorporated into the construction documents.
- The new exterior walkway from public sidewalk to door, steps, and ramp at North side of building will be incorporated into this design.
- Access to all areas of the building will be granted during normal business hours.
- Other items to be incorporated into the design and construction documents:
 - Repair / replacement of exterior gymnasium windows
 - New gymnasium HVAC
 - Gymnasium painting
 - Refinishing gymnasium floors and incorporating sleeves for volleyball nets.
 - Replacement of ceiling tiles in gymnasium
 - Replacement of gymnasium doors
 - Removal of bleachers in gymnasium
 - New HVAC in auditorium
 - New 'historical' windows in auditorium
 - Replacement of auditorium doors
 - Exterior masonry restoration at gymnasium and auditorium
 - New restrooms serving the auditorium and gymnasium.
 - Renovations to existing elevator

architectural design

interiors

master planning

feasibility studies

construction drawings

renderings

specifications

ADA studies

ordinance research

code research

logo design

graphic design

furniture design

brochure design

NCARB



1114 S. WASHINGTON AVE. ✕ SUITE 100 ✕ LANSING ✕ MICHIGAN ✕ 48910-1649
517.372.8804 PHONE ✕ 517.372.8805 FAX ✕ WWW.STUDIOINTRIGUE.COM

- Replacement of roofing material and insulation over gymnasium and auditorium
- Lighting in gymnasium and auditorium
- Items that will be necessary to make the spaces functional, but which are not intended to be fully detailed in the design and construction documents because they relate to the overall condominium development (notes will be included for the contractor to provide budget numbers, but detailed design cannot be undertaken at this time):
 - New utilities to the building and to the Condo (Electric, gas, water, sanitary sewer)
 - Fire suppression system
 - Fire alarm system
 - Renovations to the public corridors serving the condominium units as well as the gymnasium and auditorium.
 - Corridor around auditorium connecting front and rear would be required to utilize the room.
 - Renovations to the exterior doors (other than the 'front' doors).
 - Exterior alterations other than front ramp/stair (landscaping, walkway changes, parking alterations, etc.)
 - Termination of the new roof over the gymnasium and auditorium terminating into the future new roof over the remainder of the building.
- Items not being designed at this time:
 - Modifications to any common area element
 - Modifications to the auditorium seating, lighting, sound systems, stage.
 - Modifications to the condominium unit not owned by the City
 - Modifications to the City 'office' spaces.
 - Modifications to the proposed future 'kitchen'.
 - Design of any low-voltage systems (security, sound, phone, data, etc.)
 - Design/selection of any furniture or equipment planned for the auditorium and/or gymnasium.
 - Design services related to modifications to the exterior of the building other than those noted above.
- The soil is capable of supporting conventional shallow foundations with a minimum bearing capacity of 2500 PSF.
- Minor structural design services are anticipated
 - Small (less than 6'-0") wide openings in existing load bearing walls are anticipated.
 - Minor reinforcement of the roof for new HVAC installation.
- Visual review of the exposed foundations of the gymnasium and auditorium spaces for noticeable structural issues will be undertaken.
- Visual review of the exposed major structural components of gymnasium and auditorium for will be undertaken.
- Permanent roof access is not being designed into the construction documents as it is assumed to be from common area elements of the building.
- Project will not be designed under Department of Interior standards for historic properties.
- The project is not in a floodway, floodplain, or regulated wetland.
- Research into compliance with the Americans with Disabilities Act (ADA) related to the auditorium seating and stage access will be undertaken. Required modifications will be discussed with City staff for incorporation into the project.
- The construction documents provided will allow for contractor budgeting
 - Contractor will need to make educated judgements as to the costs for items not fully detailed due to the overall building and/or shared systems

- between the condominiums not being designed at this time (fire suppression, fire alarm, location of main utilities, etc.)
- The construction documents provided will not be sufficient to obtain a building permit as there are life safety and egress components related to the overall building which will not be designed and installed.
 - Portions of the designs and details contained in the construction documents will need to be re-configured and coordinated with other aspects of the building once the other elements are known and designed. The services related to the re-configuration and coordination have not been included in this proposal.

Services shall include:

- Building code research
- Attendance at 3-4 public meetings (if needed)
- 2-3 meetings with the Client (if needed)
- 2-3 site visits to observe visually-observable conditions (no material will be removed to observe concealed conditions)
- Field measuring of visually-observable conditions
- Structural Calculations for any new members being proposed (= calculations to determine the adequacy of the existing structural components is not included in this proposal).
 - Visual review of the exposed structural members within the gymnasium and auditorium as well as review of the surrounding materials for signs of structurally compromised members will be undertaken.
- Production of the following construction documents:
 - Code / sheet index to communicate permitting data to jurisdictional authorities
 - Barrier free design reference sheet
 - Demolition plan
 - Foundation plan and details as required for new steps/ramps/and associated retaining walls.
 - Floor plan(s)
 - Roof plans for the auditorium and gymnasium.
 - Roof sections & details for the auditorium and gymnasium
 - Miscellaneous details as deemed necessary by the Architect to communicate design intent
 - Reflected ceiling plan (the reflected ceiling plan may be combined with the Lighting Plan at the Architect's election)
 - Enlarged plan details of toilet rooms
 - Window schedule
 - Door and frame schedule
 - Wall construction key schedule
 - Exterior finish schedule with generic finishes noted (no specific colors or manufacturer's)
 - Interior elevations (limited to those deemed necessary by the Architect to communicate design intent)
 - Interior finish schedule with finishes noted
 - HVAC plan(s) (Cooling/Heating for gymnasium, auditorium & restrooms)
 - Sanitary plan(s)
 - Domestic water piping plan(s)
 - Power plan(s) with circuiting
 - Electrical Panel schedule(s)
 - Electrical Riser diagram (showing connections to unknown locations of main equipment)

- Construction administration services limited to the following (construction administration services are anticipated to commence immediately after architect provides construction documents noted above):
 - Facilitating a bidder walk-thru with potential general contractors.
 - Responding to bidder requests for information (assume approximately 10 hours needed)
 - Assisting Client with review of bids.

Services not included:

- Anything not expressly included above
- Survey services
- Civil engineering services for areas other than the front walk/steps/ramp.
- Design of any elements outside of the City's Condominium.

Cost of Services shall be:

Fee	\$76,500.00 (Seventy Six Thousand Five Hundred Dollars and NO/100) PLUS Reimbursable expenses
Retainer	\$7,650.00 (Seven Thousand Six Hundred Fifty Dollars and NO/100)

The retainer is Included in the proposal amount. The retainer is credited back on the final invoice.

Payment Schedule:

- Invoices for services will be sent out at the beginning of each month for services performed in the previous month.
- Payment terms: net 30 days.
- Payments not received by the due date will accrue interest charges from the invoice date at the rate of 1.5% per month on the unpaid balance. The interest may be waived if payment, in full, is received within 15 days of invoice due date.
- A late payment fee of \$35.00 will be assessed on each invoice not paid by the due date. Late payment fees are in addition to interest charges.
- Changes and adjustments beyond the scope of services will be completed on an hourly basis at current, hourly rates
- Printing and mailing are reimbursable, in addition to the cost of services.

Commencement:

- Approximately **07** business days after receipt of signed Engagement Letter and Retainer.

Completion:

- Construction documents complete approximately **50** business days after commencement.
- The services outlined herein are not anticipated to extend beyond August 31, 2023.

Reimbursable Expenses:

Reimbursable expenses will include:

- Out-of-town Mileage billed at the current IRS mileage rate (2023 rate is 65.5 cents per mile) – Any travel outside a 20 mile radius will be billed full travel distance.
- Postage (USPS, FedEx, UPS, etc...)---cost plus 15%
- In-Office small format copying (\$0.12 per 8 1/2 x 11, 11x14 or 11x17 B&W sheet)
- In Office large format printing (\$3.50 per 24"x36" B&W sheet)
- Outside copying/printing – cost plus 15%
- Application fees, plan review fees, submittal fees – cost plus 15%
- Parking fees – cost plus 15%
- USB thumb drive - \$10.00
- Color, 24x36 prints (not mounted) -- \$25.00
- Color, 24x36 prints (mounted) -- \$63.00

Hourly Rates:

Hourly invoice rates for job classifications shall be as indicated and subject to an annual increase:

Principal	\$240.00
Senior Architect	\$195.00
Project Architect	\$140.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
Interiors Manager	\$125.00
Senior Designer	\$125.00
Architect	\$110.00
Designer	\$110.00
Interior Designer	\$110.00
Intern Architect	\$ 95.00
Coordination Supervisor	\$ 90.00
Intern Designer	\$ 85.00
Production	\$ 80.00
Administration	\$ 65.00

Copyright / Limits of Use:

Drawings, Design & Specifications, as instruments of service, as well as the design of any work produced by Studio [*intrigue*] Architects shall remain the property of Studio [*intrigue*] Architects whether the project which they are intended for is executed or not. Studio [*intrigue*] Architects holds the copyright and any and all rights associated therewith for the instruments of services and the finished work, including the right to sell, publish, make derivative works or use in any manner desired. The client of Studio [*intrigue*] Architects shall be permitted to obtain paper copies of these instruments of service for their use in the occupancy and planning of this project. Electronic (CAD) files shall not be transferred to the client. The drawings, specifications and/or design shall not be used by the Client of Studio [*intrigue*] Architects on other projects, for additions to this project, or for completion of this project by others except by agreement in writing and with appropriate compensation to Studio [*intrigue*] Architects. The Client is granted a limited reproduction license to

reproduce drawings and specifications as needed in the execution of this project. Should this Agreement be terminated, the limited license is terminated. If termination is due to breach of contract by Architect, the license is terminated, and a new license shall be granted for the Client to continue with a new design professional. The Client is not permitted under any circumstances to sell, lease, rent, publish or otherwise distribute these instruments of service or designs to other parties without the express written consent of, and appropriate compensation & credit to, Studio [*intrigue*] Architects.

Visual Observation of Existing Conditions

When included in services noted above, Studio [*intrigue*], in the case of renovations to an existing building, will perform a site visit to examine existing building components that are visibly observable. No existing building components will be removed or altered to examine components of the building that are covered and not visible. No responsibility shall be assumed by Studio [*intrigue*] for conditions beyond reasonable, visual observations.

Standard of Care

In providing services under this Agreement, Studio [*intrigue*] Architects, LLC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Time Bar to Legal Action

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after 2 (two) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier or the services included in this agreement are completed, in which case the date of termination of this Agreement or the last date of service shall be the date on which such period shall commence.

Governing Law & Jurisdiction

The Client & Studio [*intrigue*] Architects agree that any legal action arising out of or in connection with this Agreement or the performance of services shall be brought in a court of competent jurisdiction in the state of Michigan.

Mediation

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

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provisions in all agreements with their subcontractors,

subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Consequential Damages

Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Studio [*intrigue*] Architects shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Studio [*intrigue*] Architects shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Assignment

The Client shall not transfer, sublet or assign any rights under or interest in this Agreement (including without limitation monies that are due or monies that may be due) without the written consent of, and appropriate compensation to, Studio [*intrigue*] Architects. This shall include assignment or potential assignment to a lender of the Client. If the assignment or potential assignment is requested by the Client, all costs associated with this process, including legal fees, hourly rates of Studio [*intrigue*] employees, compensation for increased responsibilities and/or altered protections afforded the original contract, shall be paid by the Client in addition to the specified fees for the project.

Betterment

In no event will Studio [*intrigue*] Architects be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. Should an item be omitted from the construction documents, Studio [*intrigue*] Architects, LLC shall not be responsible for the full cost of the subsequent addition of the item to the project if the item would have been normally included in the project cost.

Corporate Protection

It is intended by the parties to this Agreement that Studio [*intrigue*] Architects, LLC's services in connection with the Project shall not subject Studio [*intrigue*] Architects, LLC's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Studio [*intrigue*] Architects, LLC, a Michigan Limited Liability Company, and not against any of Studio [*intrigue*] Architects, LLC's individual employees, officers or directors.

Contingency

The Client and Studio [*intrigue*] Architects agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by Studio [*intrigue*] Architects and, therefore, that the final construction cost of the Project may exceed

the estimated construction costs. The Client agrees to set aside a reserve amount of **3%** of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees to make no claim by way of direct or third-party action against Studio [*intrigue*] Architects or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

Renderings

All renderings produced by SIA are ARTISTIC REPRESENTATIONS of massings, lighting effects, scale, details, materials and colors. The Client understands that the construction documents will dictate the final project attributes and that the completed construction may vary from the artistic representations.

The client also understands that, when receiving digital renderings, the appearance of the images may vary depending on monitor attributes and that printing digital images may alter color representation due to variables such as driver settings, ink, and paper type.

Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the Client understands that Studio [*intrigue*] Architects, LLC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that Studio [*intrigue*] Architects, LLC's opinions of probable construction costs are made on the basis of professional judgment and experience. Studio [*intrigue*] Architects, LLC makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from opinion of probable construction cost provided.

Design Professional in Responsible Charge

The Client is, under the terms of this agreement, engaging Studio [*intrigue*] Architects for a portion of the design services related to the project. The Client shall, either directly or indirectly, be engaging other professionals to design other aspects of the project. Should the authority having jurisdiction require that the Client designate a Design Professional in Responsible Charge for the project and the Client elect to have Studio [*intrigue*] Architects perform those services, the fees associated with that performance will be in addition to the fee quoted in this proposal.

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MEMORANDUM CITY OF ST. JOHNS

To: City Commission

From: Kristina Kinde, City Treasurer

Date: April 20, 2023

Subject: King Media annual contract.

The City of St. Johns entered into a contract with King Media earlier last fiscal year that expires at the end of June 2023. This contract allows for 20 hours at \$4,000 per month. Based on the Communications and Marketing plan submitted by King Media and discussed during the special meeting on April 24, 2023 it is recommended to spend \$80,000 - \$120,000 annually for the communications plan. When city staff met with King Media to discuss this plan, we were informed that the amount we are currently paying for services could be a part of this new communications plan. It was also recommended that we get our communication updated first and then complete the marketing portion of the plan.

The city brings in approximately \$50,000 in tax revenue for Act 359 millage which can be used for advertising, publicity, etc. This revenue was used to pay the King Media contract in the prior year.

City Staff recommends approval of King Media's Communication plan and approval to budget \$80,000 towards this project, \$50,000 which would be provided by the Act 359 millage.



MEMORANDUM CITY OF ST. JOHNS

To: City Commission

From: Kristina Kinde, City Treasurer

Date: April 19, 2023

Subject: Assessor Appointment

In April 2021, the City entered into a two-year assessing contract with CSZ services that expires on April 30, 2023. Brianna Hardaker, who has been a city employee for 10 years, has been working with CSZ during their contract and taking classes to obtain the assessing license needed to be the City's assessor. Per state regulations the City is required to have an assessor with a Michigan Advanced Assessing Officer License (MAAO) (Level 3). In March 2023, Brianna received her MAAO Level 3 and Michigan Certified Personal Property Examiner license. The City will still maintain a relationship with CSZ services to be a contact for Brianna as she transitions into this full time assessing role. Per the City Charter Section 14(a), the City Commission shall elect a City Assessor, that shall hold office at the pleasure of the City Commission

City Staff recommends City Commission appoint Brianna Hardaker as the City Assessor for the City of St. Johns.



STATE OF MICHIGAN
STATE TAX COMMISSION



This is to certify that

Brianna Hardaker

is a

*Michigan Advanced Assessing Officer (3)
and Michigan Certified Personal Property Examiner*

Issued under the provisions of Act 206, Public Acts of 1893,
Being Section 211.10d of the Michigan Compiled Laws.

R-9867
CERTIFICATE NO

12/31/2023
EXPIRATION DATE

A handwritten signature in black ink, appearing to read "D. B. B.", positioned above the title of the Executive Director.

Executive Director, State Tax Commission

**CITY OF ST. JOHNS
RESOLUTION #10-2023**

**RESOLUTION TO INTRODUCE AN ORDINANCE TO AMEND CHAPTER 71 OF THE
CODE OF ORDINANCES REGARDING OVERNIGHT PARKING**

At a regular meeting of the City Commission of the City of St. Johns, Clinton County, Michigan, held at the City Hall, in said City on the ___ day of April, 2023 at _____ p.m., Local Time.

Present: _____

Absent: _____

The following resolution was offered by _____ and supported by _____.

WHEREAS, the City hereby regulates parking in Chapter 71 of its Code; and

WHEREAS, the City approved a downtown parking plan on March 20, 2023 which will allow overnight parking on certain streets; and

WHEREAS, the City desires to amend Chapter 71 to allow overnight parking only if a traffic control order has designated that particular public street for overnight parking; and

WHEREAS, pursuant to Section 5 of the "Ordinances" section of the City's Charter, at its meeting on April 24, 2023, the City shall introduce Ordinance No. 673, An Ordinance to Amend 71 of the Code of Ordinances Regarding Overnight Parking ("Ordinance"); and

WHEREAS, the City desires to introduce the Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of St. Johns as follows:

1. The City introduces Ordinance No. 673, An Ordinance to Amend Chapter 71 of the Code of Ordinances Regarding Overnight Parking
2. To the extent that any resolution or portion of resolution is inconsistent with this Resolution, such resolutions or portions of resolutions are hereby rescinded.

ADOPTED:

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF CLINTON)

I, the undersigned, the duly qualified and acting Clerk of the City of St. Johns, Clinton County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Commission of said City at a regular meeting held on the ___ day of April, 2023.

Mindy Seavey, City Clerk

**CITY OF ST. JOHNS
ORDINANCE NO. 673**

**AN ORDINANCE TO AMEND CHAPTER 71 OF THE CODE OF ORDINANCES
REGARDING OVERNIGHT PARKING**

THE CITY OF ST. JOHNS ORDAINS:

Section 1. Chapter 71, section 71.09 is amended to read as follows:

§ 71.09 PARKING PROHIBITED.

(A) Except as otherwise provided in this section, no person shall be permitted to park or leave standing, unattended a motor vehicle or any other vehicle on the public streets of the city between the hours of 1:00 a.m. and 6:00 a.m.

1. Exception. A person may park a motor vehicle on a public street between the hours of 1:00 a.m. and 6:00 a.m. only if a traffic control order has designated that particular public street for overnight parking.

(B) Any person or persons violating any of the provisions of this section shall, upon being found responsible thereof, be punished as a civil infraction.

(C) Parking is prohibited on a sidewalk or between curb and sidewalk or imaginary line of curb or sidewalk.

Section 2. Repeal and Replace. Any and all ordinances inconsistent with this Ordinance are hereby repealed, but only to the extent necessary for this Ordinance to be in full force and effect.

Section 3. Publication and Effective Date. The City Clerk shall publish a notice of adoption of this Ordinance within 7 days of its adoption. This Ordinance shall take effect 20 days after its adoption.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

As the City Clerk of the City of St. Johns, Clinton County, Michigan, I certify that this is a true and complete copy of an ordinance adopted by the St. Johns City Commission at a regular meeting held on _____, 2023.

Roberta Cocco, Mayor _____

Mindy J. Seavey, Clerk _____



MEMORANDUM CITY OF ST. JOHNS

To: City Commission

From: Kristina Kinde, City Treasurer

Date: April 19, 2023

Subject: DeShano Property – 450 E. Townsend Road

In July 2020 the City of St. Johns entered into a purchase agreement with DeShano Development Corp. for 450 E. Townsend Road, parcel number 300-021-200-050-11. In this purchase agreement there was a reversion option back to the City if the property was not developed within 18 months. The property has not been developed; the reversion has therefore been triggered. As outlined in the purchase agreement, the City will be taking back this property and refunding the \$59,900 paid by DeShano.

City Staff recommends approval for the City Manager and City Clerk to work with the City Attorneys and to authorize them to take any and all action, and execute any and all documents, as may be necessary or appropriate to effectuate the reversion.

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is entered into on July 30 2020, by and between The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation, PO Box 477, St. Johns, Michigan 48879 (the "Seller"), and DeShano Development Corporation (or its assigns), 325 Commerce Court, PO Box 539, Gladwin, MI 48624, (the "Purchaser"), upon the terms and conditions set forth below.

1. **Background.** Seller is the owner of certain real property located within the City of St. Johns limits, County of Clinton, and State of Michigan. The subject property is vacant land. Purchaser wishes to purchase this parcel of real property as described in the survey/legal description attached as **Exhibit A** (the "Property"). Purchaser intends to develop this property. The commercial development of this property by purchaser is a material element of this agreement. This Agreement sets forth the terms and conditions upon which the Purchaser agrees to purchase the Property from the Seller, and Seller agrees to transfer property to Purchaser.

2. **Purchase and Sale/Legal Description.** The Seller agrees to sell the Property to the Purchaser for commercial development and the Purchaser agrees to purchase the Property from the Seller, together with all easements, rights and appurtenances, upon the terms and conditions set forth below. The property is more particularly described in the attached Exhibit A, which is incorporated herein.

**** REVERTER:** Purchaser agrees to initiate commercial development (commence construction activity) within 18 months of closing of the sale of this property. Failure to comply with this provision will be considered a material breach of this agreement and will result in reversion of property to the Seller for the purchase price stated in this agreement unless an extension of time is granted or negotiations between the parties obtain a different result.

If Purchaser is unable to initiate construction within the aforementioned time period due to an act of God (force majeure), or because of some condition caused by or controlled by Seller, Purchaser shall be entitled to a reasonable extension of said time period in which to perform its responsibilities under this contract.

3. **Purchase Price.** At Closing (as referred to in this Agreement), the Purchaser shall pay the Seller a purchase price for the Property of \$59,900.00 (fifty-nine thousand, nine hundred dollars only). The entire Purchase Price shall be paid in immediately available funds at Closing.

4. **Earnest Money Deposit.** Upon signing this Agreement, the Purchaser shall deposit with Midstate Title Company, St. Johns, MI 48879, as escrow agent (the "Escrow Agent"), the sum of \$2,000.00 (two thousand dollars) as a good faith deposit toward purchase. The Escrow Agent shall hold and disburse that earnest money as provided below. The earnest money shall constitute a credit against the Purchase Price at Closing.

5. Condition of Property/Due Diligence Period/Purchaser's Access to Property. The Property is being sold "as is". Seller is aware of no defects or conditions on the Property which require disclosure to potential Purchasers. Purchaser acknowledges it has the right to do all reasonable inspections on the property prior to closing. See below.

The Purchaser shall have the right to conduct a due diligence review of the property as follows: The term "due diligence period" shall mean a period of not more than 60 days commencing on the date this agreement is signed by both parties. During the due diligence period the Purchaser will have the right to hire inspectors, including environmental inspectors, to determine whether the property is suitable for Purchaser's purposes. On or before the expiration of the due diligence period the Purchaser may give notice to the Seller, with a copy to the escrow agent, that Purchaser elects to terminate this Agreement for any reason as determined solely in the Purchaser's discretion. In that event, this Agreement shall automatically terminate and the escrow agent shall deliver the deposit to the Purchaser, and neither the Seller nor the Purchaser shall have any further rights or obligations under this agreement. In the event the Purchaser shall fail to give a notice of termination within the due diligence period, Purchaser shall be obligated to close this Agreement upon the terms set herein.

The Purchaser and/or its employees, agents, contractors, and invitees shall have reasonable access to the Property during the due diligence period. During such time as the Purchaser, its employees, agents, contractors, or invitees are on the Property: (1) such employees, agents, contractors, or invitees shall not unreasonably interfere with any use of the Property by the Seller, (2) the Seller shall not be liable for any damage, loss or injury caused by Purchaser or its employees, agents, contractors, or invitees, and (3) the Purchaser shall indemnify and hold the Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorneys' fees, arising out of the presence of such persons on the Property prior to the date of Closing. Upon completion of all such inspections and evaluations, the Purchaser shall return the Property substantially to its prior condition. Purchaser bears the expense of any inspections, evaluations or testing of the Property during the due diligence period.

6. Closing Date and Possession. The Purchaser and the Seller shall close the sale and purchase of the Property from the Seller to the Purchaser (the "Closing") on or about September 30, 2020, subject to modification of said date by agreement of the parties.

7. Delivery of Documents. The Seller shall deliver to the Purchaser a copy of any environmental site assessment/evaluation regarding the subject parcel in the possession or control of Seller.

8. Responsibilities of Parties/Other Expenses. Seller and Purchaser shall share the cost of any prepared staked survey of the subject property, which survey shall establish the acreage computation set forth in para. 1. If one party pays/paid the initial cost it shall be reimbursed for one-half of the survey cost at closing.

9. **Future Development/Roads.** The issue of road and infrastructure development and the dedication of public streets shall be decided during the Site Plan Review process.

10. **Taxes and Assessments.** All taxes will be pro-rated between the parties at closing. (*Note: Seller is a tax-exempt public corporation). All special assessments, deferred assessments, hook up charges or other fees, assessments, or charges imposed against the Property **which exist as of the date** of Closing shall be paid by the Seller at or before Closing. Seller shall pay any State and County property transfer taxes, if applicable.

11. **Form of Conveyance/Land Divisions.** At Closing, the Seller shall grant and convey legal title to the Property to the Purchaser pursuant to a warranty deed, subject only to: 1) any lien of taxes on the Property not yet due and payable; and 2) the easements and covenants, conditions, and restrictions of record as shown on the title commitment referenced above and not objected to by the Purchaser during the Due Diligence Period. The deed shall state the consideration as per the actual purchase price and the Seller shall sign and file, if required, a transfer valuation affidavit to evidence the Purchase Price. Seller grants to Purchaser all available land divisions on said Property. The deed shall contain "REVERTER" language consistent with the terms contained in paragraph 2, page 1 of this Purchase Agreement.

12. **Condemnation.** In the event that all or any portion of the Property shall be taken by the exercise of eminent domain or condemnation proceedings prior to Closing, the Purchaser may, at its option, terminate this Agreement by giving written notice to the Seller and a copy to the Escrow Agent. In the event of a condemnation proceeding as a result of which the Purchaser elects to terminate this Agreement, any Deposit paid by the Purchaser shall be returned to the Purchaser. In the event of such a termination, this Agreement shall be null and void and the parties shall have no further rights or obligations under this Agreement. If the Purchaser does not elect to terminate this Agreement in the event of the exercise of eminent domain or condemnation, the Purchaser shall accept title to the Property without any reduction of the Purchase Price and the Seller shall assign to the Purchaser at Closing all of Seller's right, title, and interest in and to any resulting condemnation award.

13. **Seller's Default.** In the event of any default by the Seller which continues without cure for a period of 10 days after delivery by the Purchaser of notice to the Seller, the Purchaser shall have the right (but not the obligation) to terminate this Agreement by notice to the Seller and the Escrow Agent within 15 days after the occurrence of the default, and the Purchaser shall have any and all rights and remedies available to the Purchaser in law and at equity arising out of the default, including, without limitation, specific performance. Notwithstanding anything in this Agreement to the contrary, in the event of such termination, the Escrow Agent shall promptly return the Deposit it holds to the Purchaser.

14. **Purchaser's Default.** In the event of any default by the Purchaser which continues without cure for a period of 10 days after the delivery by the Seller of notice to

the Purchaser, the Seller shall have the right (but not the obligation) to terminate this Agreement by notice to the Purchaser and the Escrow Agent within 15 days after the occurrence of the default, and the Seller shall have any and all rights and remedies available to the Seller in law and at equity arising out of the default, including, without limitation, specific performance. Notwithstanding anything in this Agreement to the contrary, in the event of such termination, the Escrow Agent shall promptly deliver the Deposit it holds to the Seller.

15. **Closing.** Closing will take place at the office of Midstate Title Company in St. Johns, MI. Purchaser and Seller will be responsible for payment of the closing fee and any associated closing/settlement costs per the standard apportionment of same between the parties. Midstate Title Company shall prepare the closing documents and WARRANTY deed with REVERTER CLAUSE (in consultation with the City Attorney) and deliver them to the parties for review and approval at least 5 days prior to Closing.

16. **Real Estate Broker Commissions.** Commissions to Seller's broker will come from the proceeds at closing and be disbursed at that time. Information regarding commission amount will be transmitted to Midstate Title prior to closing.

17. **Terms of Escrow.**

a. The Escrow Agent shall hold the Earnest Money Deposit until Closing or until it receives a notice from one of the parties of a default by the other party under this Agreement. In the event of receiving a notice of the schedule of the Closing from either of the parties, the Escrow Agent shall tender the earnest money at the Closing pursuant to a closing agreement or statement approved by both parties. In the event of receipt of a copy of a notice of default from one of the parties to this Agreement, the Escrow Agent shall send a copy of that notice to the other party. If an objection is received from the other party within 10 days from the delivery of the notice to that party, then the Escrow Agent shall hold the Deposit until it receives approval from both parties to dispose of the Deposit in a stated manner. If no objection is received within the 10-day period of time, the Escrow Agent shall forward the Deposit to the party which has given notice of a default.

In the event of any dispute as to whether the Escrow Agent is obligated to deliver the Deposit, or whether any given disbursement shall be made to the Seller or the Purchaser, the Escrow Agent shall not be obligated to make any disbursements. In such event the Escrow Agent may hold the Deposit until it receives authorization in writing, signed by both the Seller and the Purchaser, directing the disposition of the Deposit. In the absence of any such authorization, the Escrow Agent may hold the Deposit until the final determination of the rights of the Seller and the Purchaser in an appropriate proceeding. If written authorization is not given, or proceedings for determination are not begun and diligently continued, the Escrow Agent shall have no obligation to bring an appropriate action or proceeding for leave to deposit the Deposit with a court of competent jurisdiction.

b. Upon disbursement of the Deposit in accordance with the Agreement, the Escrow Agent shall be released and acquitted from any further liability under this Agreement, it being expressly understood that the liability of the Escrow Agent is limited by the terms and conditions set forth above.

18. **Notices.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or facsimile transmission, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement; provided, however, that notices to the Escrow Agent shall be delivered to the Escrow Agent by personal service.

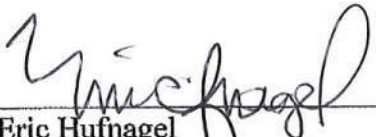
19. **Entire Agreement.** This Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior agreements with respect to the Property between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by the Seller and the Purchaser.

20. **Applicable Law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of laws principles. Venue for any disputes under this Agreement shall lie in Clinton County, Michigan.

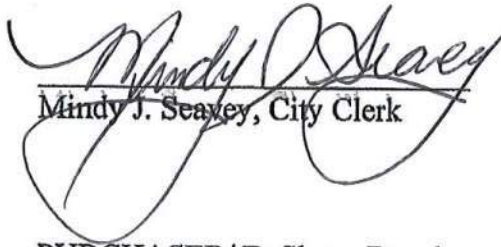
21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Seller and the Purchaser are permitted to assign this Agreement to affiliated business entities which are owned in total by either the Seller or the Purchaser; but neither party shall assign nor otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which approval shall not be unreasonably withheld.

22. **Counterparts.** This Agreement may be executed in one or two counterparts, each of which will be an original, and all of which together shall constitute one and the same document.

SELLER/CITY OF ST. JOHNS


Eric Hufnagel
Mayor, City of St. Johns

Date: July 30, 2020


Mindy J. Seavey, City Clerk

Date: July 28, 2020

PURCHASER/ DeShano Development Corp., or its assigns



Gary L. DeShano, President

Date: July 23, 2020

Drafted by:
John B. Salemi, City Attorney (P63288)
PO Box 226
St Johns MI 48879

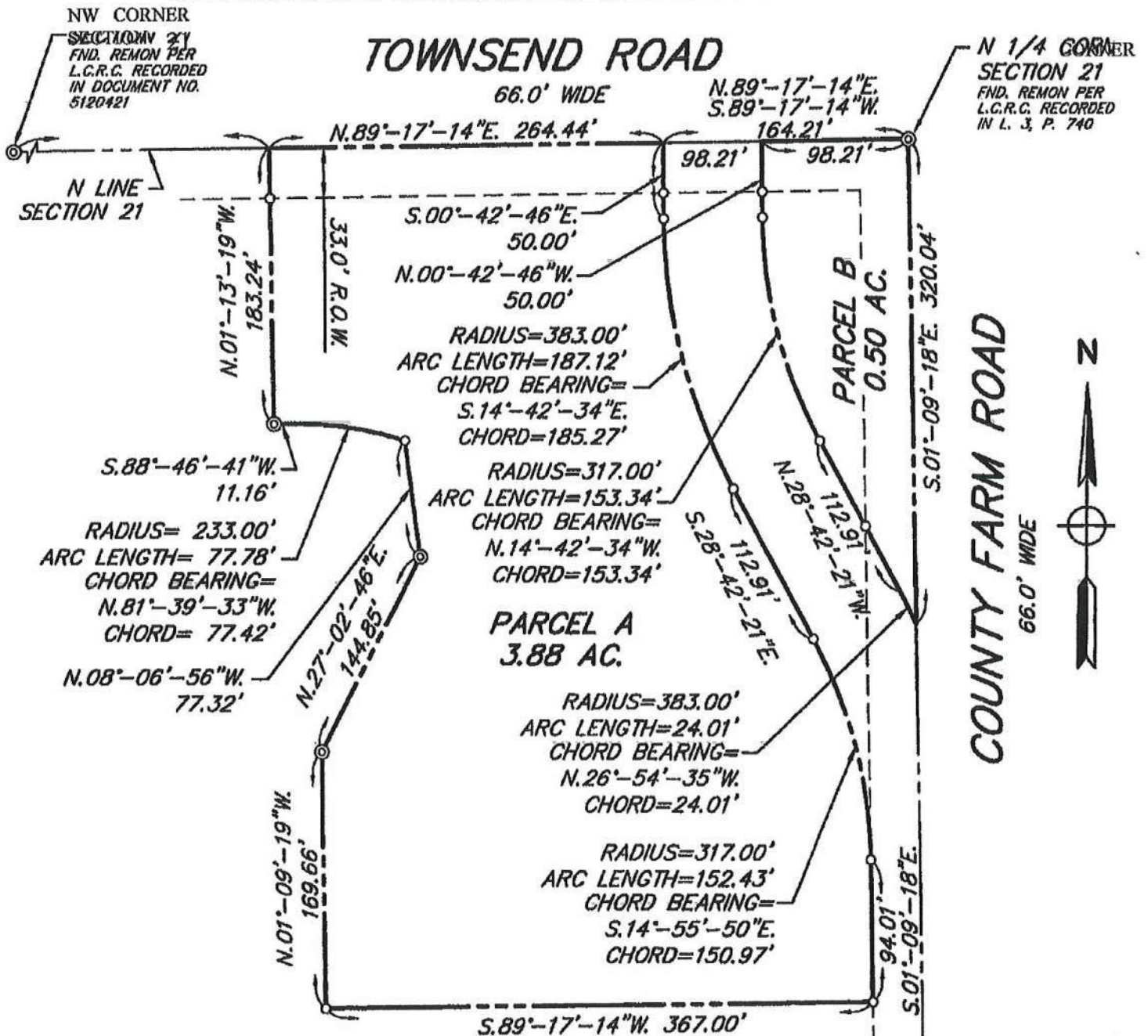
CERTIFICATE OF SURVEY DWG. NO. JA-4700-01

BEARINGS SHOWN ON THIS SURVEY WERE DETERMINED IN THE FOLLOWING MANNER

THE NORTH LINE OF SECTION 21 IS ASSUMED AS BEING $N.89^{\circ}-17'-14''E.$

TOWNSEND ROAD

66.0' WIDE



NW CORNER
SECTION 21
FND. REMON PER
L.C.R.C. RECORDED
IN DOCUMENT NO.
5120421

N 1/4 CORNER
SECTION 21
FND. REMON PER
L.C.R.C. RECORDED
IN L. 3, P. 740



SECTION 21, T.7 N. - R.2 W.
CITY OF ST. JOHNS
CLINTON COUNTY, MICHIGAN

S 1/4 CORNER
SECTION 21
FND. REMON PER
L.C.R.C. RECORDED
IN L. 2, P. 662


I hereby certify that I have surveyed and mapped the land above platted and/or described on 05/01/17, and that the ratio of closure on the unadjusted field observation of the survey is no less than 1 in 5000, and that all of the requirements of P.A. 132 1970, as amended, have been complied with.



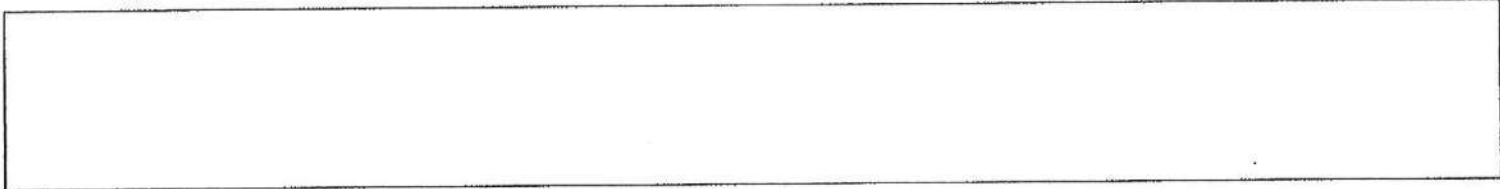
O -FOUND SURVEY CORNER o -SET 1/2" ø
REBAR WITH CAP No. 47944


SHEET 1 OF 2

DATE: 05-


SCALE: 1" = 100'

JOB NO. 124369SG2017
DWG. NO. JA-4700-01



File No./Escrow No.: 19-20727301-STJ	ATA National Title Group, LLC	
Print Date & Time: 09/29/20 11:23 AM	ALTA Universal ID: 1033513	
Officer/Escrow Officer: Connie Anast	1011 South US 27, Suite B	
Settlement Location:	St. Johns, MI 48879	
ATA National Title Group, LLC - St Johns 1011 South US 27, Ste B St Johns, MI 48879		

Property Address: 450 E. Townsend Road- V/L
St. Johns, MI 48879

Borrower: Restated Gary L. DeShano Revocable Trust Agreement as Restated on December 22, 2014 and the Restated Florence G. DeShano Revocable Trust Agreement as Restated on December 22, 2014
325 Commerce Ct
PO Box 539
Gladwin, MI 48624

Seller: The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation
PO Box 477
St. Johns, MI 48879

Loan Number:

Settlement Date: 09/30/2020

Disbursement Date: 09/30/2020

Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$59,900.00	Sale Price of Property	\$59,900.00	
		Title Charges & Escrow / Settlement Charges		
		Title - Electronic Recording Serv Fee		
\$595.00		Title - Owner's Title Insurance to ATA National Title Group, LLC - St Johns		
\$200.00		Title - Settlement / Closing Fee to ATA National Title Group, LLC - St Johns		
		Government Recording and Transfer Charges		
		Recording Fee (Deed) to Clinton County, MI Register of Deeds	\$35.00	
		State tax/stamps-exempt		


Seller			Borrower/Buyer	
Debit	Credit		Debit	Credit
\$795.00	\$59,900.00		\$59,935.00	
		Subtotals		
		Due From Borrower		\$59,935.00
\$59,105.00		Due To Seller		
\$59,900.00	\$59,900.00	Totals	\$59,935.00	\$59,935.00

Acknowledgement

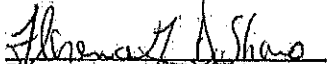
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize ATA National Title Group, LLC to cause the funds to be disbursed in accordance with this statement.

Buyer/Borrower:

Restated Gary L. DeShano Revocable Trust Agreement as Restated on December 22, 2014 and the Restated Florence G. DeShano Revocable Trust Agreement as Restated on December 22, 2014.



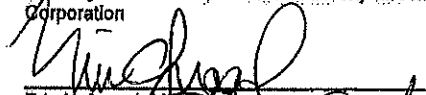
Gary L. DeShano, Trustee



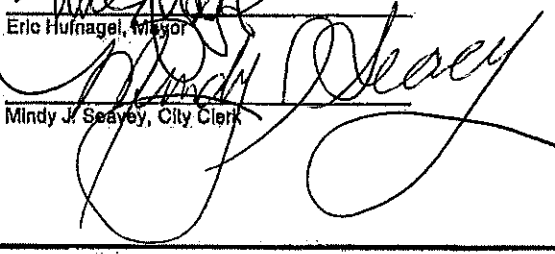
Florence G. DeShano, Trustee

Seller:

The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation



Eric Hufnagel, Mayor



Mindy J. Seavey, City Clerk

ATA National Title Group, LLC



Escrow Officer

9-30-2020

Date



Closing Date: 9/30/2020
Seller(s): The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation
Purchaser(s): Restated Gary L. DeShano Revocable Trust Agreement as Restated on December 22, 2014 and the Restated Florence G. DeShano Revocable Trust Agreement as Restated on December 22, 2014
File Number: 19-20727301-STJ
Property Address: 450 E. Townsend Road- V/L, St. Johns, MI 48879

CLOSING AGREEMENT

In signing this agreement, the undersigned parties, Purchaser and Seller (collectively referred to as "we"), acknowledge and agree that the ATA National Title Group, LLC, in its capacity as closing agent, will be relying upon information provided to it by Purchaser, Seller, lenders, creditors and taxing authorities, in both oral and written format, that may be subject to audit and revision by the parties providing the amounts due, when payment is received. Some of the most common reasons for changes in the payoff amounts are taxes and insurance payments made subsequent to the date of the payoff statement, reliance upon checks that are later returned unpaid, and inaccurate computation of an amount due by the party or entity providing the information. ATA National Title Group, LLC has made every effort to verify the accuracy of any amounts due and owing, but this is often not possible and still remains subject to revision when payment is received and/or amounts become owing.

For the reasons as stated above, ATA National Title Group, LLC requires assurance that any and all payoff shortage resulting from misinformation furnished to it by an outside source (this includes the undersigned parties) and/or error of any party, will be promptly paid by the person or persons responsible for the debt (the undersigned parties). This includes, but is not limited to amounts owing but not collected at closing and/or any other amounts that become due and owing and are the responsibility of Purchaser or Seller.

Furthermore, the undersigned parties hereby warrant, represent and agree to the following:

1. That within the last 60 (sixty) days, Purchaser and Seller have not stopped payment or otherwise caused any check written to any taxing authority or creditor involved in this transaction to not be honored and paid by any banking institution.
2. That subsequent to this closing, Purchaser and Seller will not cause any check written to any taxing authority or creditor involved in this transaction to not be honored and unpaid by any banking institution.
3. In the event that there is a shortage in the amount collected to pay off any item required to be paid out of the proceeds of this transaction, or there is an amount due pursuant to an assessment, bill or invoice that was not posted in the public records as of the date of the closing, Purchaser and Seller will immediately, upon proof of the additional amount due, either pay the amount in question or reimburse ATA National Title Group, LLC if it has made the payment on either of our behalf. Furthermore, in the event the amount advanced by ATA National Title Group, LLC is turned over to a collection agency and/or attorney, the undersigned parties agree to pay all actual collection and/or attorney fees as well as any court costs incurred by ATA National Title Group, LLC.

4. That any and all information provided to ATA National Title Group, LLC, before and during the closing by the undersigned is true, accurate and correct to the best of our knowledge. Further, that in the event of discovery that inaccurate, incorrect and/or untrue information was provided, Purchaser and Seller will immediately provide ATA National Title Group, LLC with any and all additional and corrected information consistent with our duty of prompt, proper and accurate disclosure of truthful and accurate information. This includes but is not limited to the re-execution of documents required by any party to the subject transaction.
5. That in closing this transaction Purchaser and Seller acknowledge that there are certain rights and duties associated with the positions of Purchaser and Seller. Purchaser and Seller acknowledge that we are aware of all rights and duties associated with our respective positions in this transaction and we affirm that we have fully complied with said duties and have not violated the rights of any party to this transaction.
6. That in the event a check provided at closing is returned for non-sufficient funds, account being closed, stop payment, etc., the party submitting said check will reimburse ATA National Title Group, LLC for the amount of the check PLUS any and all fees and expenses associated with the collection of that amount. Reimbursement will be in the form of certified funds, cashier's check, money order, or any other form deemed acceptable by ATA National Title Group, LLC.
7. To fully cooperate and assist ATA National Title Group, LLC even after the date of this closing, in the correction of any errors on documents that have been executed as part of this closing. The cooperation by the Purchaser and Seller may include, but is not limited to, the execution of any new documents as required to correct any clerical errors.
8. That ATA National Title Group, LLC prepared all documents necessary for the transaction based on the information and instructions Purchaser and Seller provided. Further, Purchaser and Seller agree to hold harmless ATA National Title Group, LLC and its underwriters from any and all loss related to the preparation of the documents necessary for closing and settlement in accordance with our instructions.
9. **PROVIDED ATA National Title Group, LLC FOLLOWS THE INSTRUCTIONS OF ALL PARTIES, THE UNDERSIGNED AGREE THAT THE TRANSACTION WAS PROPERLY CLOSED AND SETTLED IN ACCORDANCE WITH OUR INSTRUCTIONS AND APPROVAL.**

In signing, Purchaser and Seller affirm that we have read and understood this document in its entirety and fully agree to all the terms set forth therein.

Restated Gary L. DeShano Revocable Trust Agreement as Restated on December 22, 2014 and the Restated Florence G. DeShano Revocable Trust Agreement as Restated on December 22, 2014

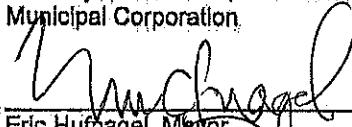


Gary L. DeShano, Trustee

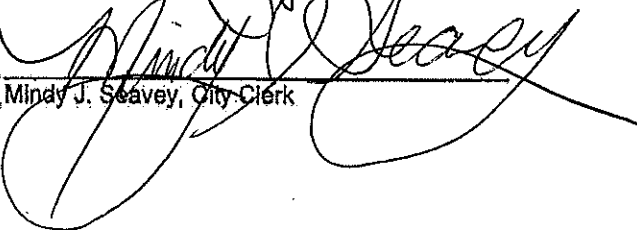


Florence G. DeShano, Trustee

The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation



Eric Hummel, Mayor

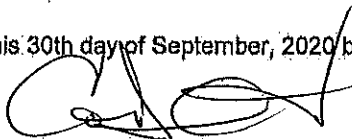


Mindy J. Seavey, City Clerk

State of Michigan)
County of Clinton) ss.

The foregoing Instrument was acknowledged before me on this 30th day of September, 2020 by The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation.

CONNIE D. ANAST
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires August 3, 2022
Acting In the County of Clinton



Notary Public: _____
Notary County: _____, State: _____
Commission Expires: _____
Acting In: _____



1011 South US 27, Suite B, St. Johns, MI, 48879
Phone: (989) 224-1105

Compliance Agreement

Closing Date: 09/30/2020
File No.: 19-20727301-STJ
Seller: The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation
Buyer/Borrower: Restated Gary L. DeShano Revocable Trust Agreement as Restated on December 22, 2014 and the Restated Florence G. DeShano Revocable Trust Agreement as Restated on December 22, 2014
Property Address: 450 E. Townsend Road- V/L, St. Johns, MI 48879

The undersigned purchaser(s)/mortgagor(s) and seller(s), for and in consideration of ATA National Title Group, LLC, this date, closing this transaction involving the above-mentioned property, do hereby agree, if requested to do so by ATA National Title Group, LLC to promptly and fully cooperate and adjust for clerical errors in any and all documentation, if deemed necessary or desirable in the sole and reasonable discretion of ATA National Title Group, LLC, in order to allow ATA National Title Group, LLC to clear any and all liens or other items necessary to enable ATA National Title Group, LLC to issue its policy or policies of title insurance as contemplated and/or requested by the Purchase Agreement/Lender(s).

The aforesaid clerical errors shall include, but not limited to: inadvertent typographical errors on closing documents (requiring initialing or corrections); missing or incorrect signatures on closing documents; incorrect and/or incomplete information regarding taxes, special assessments, water and sewer bills, as furnished to ATA National Title Group, LLC by municipalities or other sources; incorrect computation of prorations; incorrect information on payoff letters (resulting in discrepancies and/or shortages on payoffs); problems arising as a result of documentation being rejected for recording by the County Recorder's Office (Register of Deeds).

The undersigned parties hereby affirm that their names are correct as spelled below.

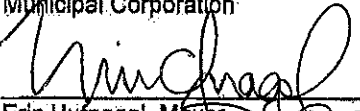
Dated: 9-30-2020

Dated: 9-30-2020


Restated Gary L. DeShano Revocable Trust Agreement as Restated on December 22, 2014 and the Restated Florence G. DeShano Revocable Trust Agreement as Restated on December 22, 2014

The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation


Gary L. DeShano, Trustee


Eric Hufnagel, Mayor


Florence G. DeShano, Trustee


Mindy J. Seavey, City Clerk

WARRANTY DEED

19-20727301-STJ

KNOW ALL PERSONS BY THESE PRESENTS: That: The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation, ("Grantor")

the address of which is: PO Box 477, St. Johns, MI 48879

convey(s) and warrant(s) to Restated Gary L. DeShano Revocable Trust Agreement as Restated on December 22, 2014 and the Restated Florence G. DeShano Revocable Trust Agreement as Restated on December 22, 2014

the address of which is: 325 Commerce Ct, PO Box 539, Gladwin, MI 48624

the following described premises situated in the City of St. Johns, County of Clinton, State of Michigan, to wit:

SEE EXHIBIT A

Commonly known as: 450 E. Townsend Road- V/L, St. Johns, MI 48879

Parcel ID No.: 300-021-200-050-11

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

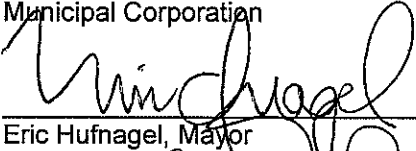
The Grantor grants to the Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

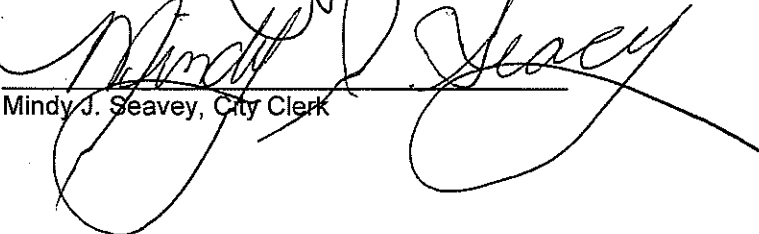
THIS DEED IS EXEMPT FROM STATE AND COUNTY TRANSFER TAX UNDER MCL 207.505(h)(i) AND MCL 207.526(h)(i)

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Fifty Nine Thousand Nine Hundred and 00/100 Dollars (***\$59,900.00***). Subject to existing building and use restrictions, easements of record, and zoning ordinances, if any.

Dated this September 30, 2020

Signed by:
The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation



Eric Hufnagel, Mayor


Mindy J. Seavey, City Clerk

State of Michigan)
County of Clinton) SS.

The foregoing instrument was acknowledged before me on this 30th day of September, 2020 by The City of St. Johns, a Home-Rule City and Michigan Municipal Corporation by Eric Hufnagel, Mayor and Mindy J. Seavey, City Clerk

CONNIE D. ANAST
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires August 3, 2022
Acting in the County of Clinton


Notary Public: _____
Notary County: _____, State: _____
Commission Expires: _____
Acting In: _____

When Recorded return to:
Gary L. DeShano,

325 Commerce Ct
PO Box 539
Gladwin, MI 48624

Send Subsequent Tax Bills To:
Grantee

Drafted By:
Eric Hufnagel
PO Box 477
St. Johns, MI 48879
Assisted by: ATA National Title Group,
LLC

EXHIBIT "A"

Land situated in the City of St. Johns, County of Clinton, State of Michigan

PARCEL A:

Part of the Northwest 1/4 of Section 21, T7N, R2W, City of St. Johns, Clinton County, Michigan, more particularly described as follows: Beginning at a point on the North line of said Section 21, which is 164.21 feet, South 89° 17' 14" West of the North 1/4 corner of said Section; thence South 00° 42' 46" East, 50.00 feet to a point on a 383.00 feet radius curve to the left; thence Southeasterly on the arc of said curve 187.12 feet, said arc being subtended by a chord bearing and distance of South 14° 42' 34" East, 185.27 feet; thence South 28° 42' 21" East, 112.91 feet to a point on a 317.00 feet radius curve to the right; thence Southeasterly on the arc of said curve 152.43 feet, said arc being subtended by a chord bearing and distance of South 14° 55' 50" East 150.97 feet to a point on the West Right of Way line of County Farm Road (so-called); thence South 01° 09' 18" East on said West Right of Way line, 94.01 feet; thence South 89° 17' 14" West, parallel with said North line, 367.00 feet to a point on the East line of Oak View Estates, as recorded in Liber 9, Pages 53-56, Clinton County, Records; thence on the East line of said subdivision the following six (6) courses: thence North 01° 09' 19" West, 169.66 feet; thence North 27° 02' 46" East, 144.85 feet; thence North 08° 06' 56" West, 77.32 feet to a point on a 233.00 feet radius curve to the left; thence Northwesterly on the arc of said curve 77.78 feet, said arc being subtended by a chord bearing and distance of North 81° 39' 33" West, 77.42 feet; thence South 88° 46' 41" West, 11.16 feet; thence North 01° 13' 19" West, 183.24 feet to a point on the North line of Section 21, which is 428.65 feet, South 89° 17' 14" West, of the North 1/4 Corner of said Section; thence North 89° 17' 14" East on said North line, 264.44 feet to the point of beginning.

Commonly Known as: 450 E. Townsend Road- V/L
Tax Parcel ID: 300-021-200-050-11

CITY OF ST. JOHNS

AGREEMENT REGARDING RENTAL OF CITY-OWNED LAND FOR FARMING

RECITALS

This agreement is between the **City of St. Johns**, 100 E. State Street, Suite 1100, PO Box 477, St. Johns, MI 48879 (hereinafter “City”) and **Larry Wineland**, an individual, whose address is 4680 S Frances Rd, St. Johns, MI 48879 (“Lessee”).

The City owns land at various locations now vacant and suitable for farming. The City Commission believes it is in the best interests of its residents to offer said land for lease to farm as it yields a return on investment. This agreement obtains that purpose.

AGREEMENT

- City will lease approximately 3.5 acres of land to lessee, situated on Townsend and County Farm Roads, parcel number 300-021-200-050-11.
- This lease will commence on May 1, 2023 and terminate on December 31, 2023. This lease does not have an automatic renewal provision.
- The annual rental rate for this leasehold is \$350, calculated at \$100 per acre x 3.5 acres. Rent will be paid in full by cash or certified funds to the City at the above address no later than May 31, 2023 for the first year.
- Lessee agrees to farm the land in accordance with established agricultural practices. Lessee will not use or work the land in a way that is inconsistent with production of agricultural products. This land lease limits lessee’s activities to crop farming and those operations supporting same.
- The lessee must agree to abide by all local ordinances as well as all applicable State and Federal laws, rules and regulations in any and all activities, to include adherence to all relevant labor laws, with respect to the leased land.
- Lessee will hold the City of St. Johns and its employees, officers and agents harmless from all claims, liability, loss and/or damages of any kind whatsoever arising out of lessee’s use of the leased land. Lessee will indemnify the City and its employees, officers and agents for any successful claim or award of damages against the City related to lessee’s farm operations on the leased land.
- Lessee shall maintain adequate and appropriate insurance during the leasehold period to include Comprehensive General Liability insurance coverage for bodily injury and property damage and shall be provided to the City prior to execution of this lease.

- In the event of a breach by either party, notification of said breach must be in writing, delivered to the address of the party as indicated in this agreement. The parties agree to non-binding mediation as a first step in resolving any alleged material breach of this agreement if that matter can't otherwise be resolved through informal negotiations. The parties further agree any lawsuit involving this leasehold will have as the appropriate venue Clinton County.
- Lessee is not permitted to use animal manure on leased land because of noxious odors potentially affecting nearby property owners and businesses. This requirement can only be waived by lessor through a signed writing approved by the City Commission.
- In the event the City desires to develop or sell all or part of the 3.5 acres which is the subject of this lease agreement, it may terminate the lease for this purpose by providing lessee a minimum 90 day notice of said intention to terminate. The City will then be required to compensate lessee for any lost revenues to the extent the termination of this lease affects crop production and/or harvesting. Lessor will make all reasonable efforts not to interfere with crop production/yield if this provision becomes operative.

CITY OF ST. JOHNS, Lessor

LESSEE

 Roberta Cocco, Mayor

 By:

Date: _____, 2023

Date: _____, 2023

 MINDY J. SEAVEY, City Clerk

Date: _____, 2023



MCKENNA

April 18, 2023

City Commission
City of St. Johns
100 E. State Street, #1100
St. Johns, MI 48879

Subject: Proposed Rezoning of 709 E. Gibbs St. – Oak Ridge Homes

Dear Commissioners,

As requested by the applicant, Oak Ridge Homes, we have reviewed the above referenced application for the rezoning of 709 E. Gibbs St. (Parcel number: 300-009-100-001-57) from GC General Commercial to R-3 High Density Residential.

The lot, which is currently undeveloped, is outlined (approximately) on the aerial photo below. The applicant proposes to construct a residential development (likely multi-family) on the site. The Planning Commission recommended approval of the rezoning on April 23.



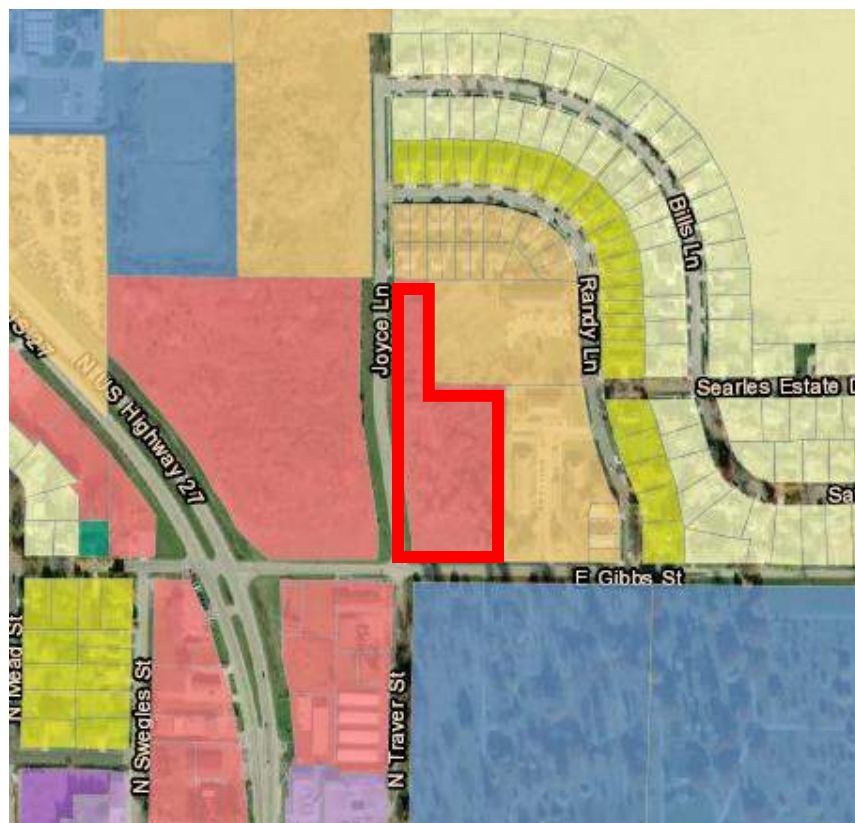
GRAND RAPIDS
124 East Fulton Street
6th Floor, Suite B
Grand Rapids, Michigan 49503

☎ 616.226.6375
☎ 248.596.0930
MCKA.COM











Communities for real life.



Below is the current zoning map in the area. The parcel in question is highlighted.



LEGEND

-  R1 - Low Density Residential
-  R2 - Medium Density Residential
-  R3 - High Density Residential
-  CBD - Central Business District
-  GC - General Commercial
-  MU - Mixed Use
-  I1 - Industrial - High Performance
-  I2 - Industrial - Liberal Performance
-  O - Office
-  MC - Municipal Center



ZONING DISTRICT COMPARISON

The chart below compares the existing GC District to the proposed R-3 District. When considering a rezoning, the Planning Commission must take into account all potential uses under the new zoning classification, not merely the use the applicant has expressed interest in.

	<i>Existing District GC General Commercial</i>	<i>R-3 High Density Residential</i>
Permitted Uses	<ul style="list-style-type: none"> • Food stores. • Drug and variety stores. • Hardware and related stores. • Department stores. • Apparel shops. • Furniture and appliance stores. • Gift shops, camera shops, record shops, and similar uses. • Service shops such as barber, beauty, laundry, cleaner, copying and similar uses. • Minor repair shops such as shoe and watch repair. • Banks and other financial institutions. • Hotels and motels. • Eating and drinking establishments without drive-in or drive-thru service. • Professional and other offices. • Post office, public utility office. • Newspaper offices and related printing facilities. • Accessory uses and buildings. • Adult businesses. • Building materials sales, feed store and fuel dealer with outdoor display and storage. • Car wash. • Child care facility. • Christmas trees sales. 	<ul style="list-style-type: none"> • Single Family Homes • Two Family Residential • Multi-Family Residential • Adult Foster Care • Family Child Care • Essential Services (gas, electric, etc.) needed to serve nearby residential. • Home Occupations



	<i>Existing District GC General Commercial</i>	<i>R-3 High Density Residential</i>
	<ul style="list-style-type: none"> • Continuation of present residential uses. • Commercial recreation. • Essential services. • Fences. • Funeral homes and mortuaries. • Gas and utilities. • Motor and other vehicle sales. • Motor vehicle repair shops. • Off-street parking facilities. • Office parks. • Photographic studios. • Religious institutions. • Signs. • Swimming pools. • Temporary buildings, structures and yards. • Theatres, auditoriums, and other places of public assembly. • Veterinary hospital or kennel. • Video gaming establishments. • Video sales and rental establishments. • Warehouse. 	
Special Approval Uses	<ul style="list-style-type: none"> • Communication antenna (not including towers). • Drive-in and drive-thru business where service may be in automobiles or outdoors, but all other activities shall be carried on within a building. • Educational development and professional training services and related office functions. 	<ul style="list-style-type: none"> • Communication Antennas • Bed and Breakfast • Cluster Housing Developments • Essential Services (gas, electric, etc.) needed to serve a broader area. • Religious Institutions



	<i>Existing District GC General Commercial</i>	<i>R-3 High Density Residential</i>
	<ul style="list-style-type: none"> • Gas regulator stations, utility pumping stations, power substations and water towers not necessary for service to the adjacent residential area. • Gas station. • Manufacturing and processing establishments selling their entire output at retail on the premises. • Sidewalk cafes. • Storage facilities. 	
Minimum Lot Size	10,000 square feet	7,000 square feet
Minimum Lot Width	100 feet	75 feet
Minimum Setbacks	<p>Front: 25 feet</p> <p>Side: No side yard is required, but if one is provided it shall not be less than ten feet. If the lot is adjacent to a residential district then a side yard of at least ten feet is required.</p> <p>Rear: No rear yard is required unless the lot is adjacent to a residential district in which case the required rear setback is the setback required by the adjacent residential zoning district.</p>	<p>Front: 10 feet</p> <p>Side: 10 feet</p> <p>Rear: 20 feet</p>
Maximum Lot Coverage	70%	55%
Maximum Building Height	35 feet 2.5 stories	30 feet 2.5 stories
Residential Density	No Residential Units Permitted	On lots over 1 acre: 1 unit per 0.1 acres



The two districts are very different. With the exception of those already in place at the time of adoption, the GC district does not allow residential uses. As the subject site is not currently developed, the existing zoning would prohibit the construction of residential units. This precludes the development of multi- or single-family dwellings such as those being proposed by the applicant.

The R-3 District is much more focused, allowing primarily residential uses, include multiple-family housing. The site is approximately 183,000 square feet, or 4.2 acres, so it would allow a maximum of approximately 42 housing units under R-3 zoning.

REVIEW CRITERIA FOR REZONINGS

When reviewing a rezoning request, the Planning Commission should consider the following criteria.

1. Consistency with the Master Plan.

In order to be approved, a rezoning should be consistent with the Future Land Use Map in the Master Plan. The Future Land Use map designates the lot as “Multiple Family Residential” as shown on the map below.

On Page 46, the Master Plan states that the appropriate land uses in the “Multiple Family Residential” category are “Apartments, condominiums, townhouses, and duplexes. The units may be in stand-alone buildings, or may be clustered in complexes.” The uses permitted in the R-3 District are consistent with that list in that R-3 allows single-family dwellings as well as dense, urban-style housing.

Importantly, the Zoning Plan on Page 16 lists R-3 as the appropriate Zoning District for the Multiple Family Future Land Use category.





2. **The Site’s Physical Compatibility with the Uses Permitted in the Zoning District.** The Planning Commission must consider whether the site can reasonably support the uses permitted in the proposed Zoning District, from a physical perspective.

- **Natural Features:** The subject site is a vacant lot and is currently undeveloped. It is flat and does not contain protected wetlands or other natural features that would restrict development.
- **Road Network:** The site fronts Gibbs Street, which runs approximately 6 miles from west to east through the City and Bingham Township (it’s called Steel Road outside the City limits). It’s not a major thoroughfare, but it does provide efficient access to both Scott Road and Old US-127, which in turn provide efficient access to most destinations in St. Johns. It is possible that a traffic light may be needed at Old US-127 and Gibbs if 42 units are developed at 709 E. Gibbs, but that will be determined by a traffic study during the Site Plan Approval phase.

The property also fronts on Joyce Lane, which is a local road serving the surrounding neighborhood. This connection would allow any development at 709 E. Gibbs to seamlessly share the existing road network and allow social connections between existing and future residents.

3. **Compatibility with Surrounding Uses.** The Planning Commission must consider whether all of the permitted uses in the proposed R-3 District would be appropriate adjacent to the existing surroundings. The table below summarizes the land use attributes of the site and the surrounding properties.

	Current Zoning	Existing Land Uses	Future Land Use (Master Plan)
Subject Parcel	GC	Vacant Lot	Multiple Family Residential
North	R-3	Residential	Modern Spacious Residential
East	R-3	Residential	Multiple Family Residential
South	GC	Cemetery	Parks, Open Space, and Greenways
West	GC	Vacant Lot	Gateway Commercial

The surrounding land uses to the east and north are residential, with single family homes to the north and multiple family apartments to the east. A multi-family building could be appropriately scaled to be compatible with the neighborhood. Given the location of the cemetery directly to the south of the subject parcel, the design of the new building will be important to ensure compatibility with the variety of the neighboring residential and open space uses.



The parcel to the west of the subject site is also vacant and is zoned General Commercial. The rezoning of the subject parcel to allow for high density residential development would likely increase the value of nearby commercially zoned properties, increasing the potential for their development.

4. **Most Appropriate Zoning District.** The parcel's future land use designation as Multiple Family Residential strongly suggests a rezoning to the R-3 Multi-Family Residential district.
5. **Infrastructure Capacity.** We are not aware of any infrastructure capacity issues that would restrict the allowable uses in the R-3 District. The site has access to public water and sewer without needing any extensions of that system.

RECOMMENDATION

The City Commission should hold First Reading on April 24, and should approve the rezoning at an upcoming meeting.

Please do not hesitate to contact us with any questions.

Respectfully submitted,
GCKENNA

Christopher Khorey, AICP
Senior Principal Planner

Raphael Kasen, AICP
Senior Planner

**CITY OF ST. JOHNS
RESOLUTION #11-2023**

**RESOLUTION TO INTRODUCE AN ORDINANCE TO AMEND CITY’S ZONING
MAP**

At a regular meeting of the City Commission of the City of St. Johns, Clinton County, Michigan, held at the City Hall, in said City on the ___ day of April, 2023 at _____ p.m., Local Time.

Present: _____

Absent: _____

The following resolution was offered by _____ and supported by _____.

WHEREAS, pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, MCL 125.3101 et seq, as amended ("MZEA"), the City has the authority to regulate the use of land within the City; and

WHEREAS, Oak Ridge Homes, submitted an application (the “Application”) to have the property located at 709 E. Gibbs St in the City re-zoned from General Commercial to High Density Residential; and

WHEREAS, upon giving notice in accordance with the MZEA, the City Planning Commission held a public hearing to consider the proposed rezoning; and

WHEREAS, on April 23, 2023, the Planning Commission voted to recommend approval of the proposed amendments to the City Commission; and

WHEREAS, pursuant to Section 5 of the “Ordinances” section of the City’s Charter, at its meeting on April 24, 2023, the City shall introduce Ordinance No. 674, An Ordinance to Amend City’s Zoning Map (“Ordinance”); and

WHEREAS, the City desires to introduce the Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of St. Johns as follows:

1. The City introduces Ordinance No.-674, An Ordinance to Amend City’s Zoning Map.
2. To the extent that any resolution or portion of resolution is inconsistent with this Resolution, such resolutions or portions of resolutions are hereby rescinded.

ADOPTED:

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF CLINTON)

I, the undersigned, the duly qualified and acting Clerk of the City of St. Johns, Clinton County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Commission of said City at a regular meeting held on the ___ day of April, 2023.

Mindy Seavey, City Clerk

**CITY OF ST. JOHNS
ORDINANCE NO. 674**

AN ORDINANCE TO AMEND CITY’S ZONING MAP

THE CITY OF ST. JOHNS ORDAINS:

Section 1.

The City hereby amends the City’s Zoning Map to change the GC, General Commercial zoning designation and established use district as shown on the City Zoning Map for the real property legally described as:

- Parcel No. 300-009-100-001-57 (709 E. Gibbs St)

to R-3, High Density Residential zoning designation and corresponding use district under the St. John’s Zoning Ordinance.

Section 2.

Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 3.

All other ordinances inconsistent with the provisions of this Ordinance are hereby repealed but only to the extent necessary to give this Ordinance full force and effect.

Section 4. This Ordinance shall be effective twenty (20) days after final approval.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

As the City Clerk of the City of St. Johns, Clinton County, Michigan, I certify that this is a true and complete copy of an ordinance adopted by the St. Johns City Commission at a regular meeting held on _____, 2023.

Roberta Cocco, Mayor _____

Mindy J. Seavey, Clerk _____



April 18, 2023

City Commission
City of St. Johns
100 E. State Street, Suite 1100
St. Johns, Michigan 48879

Subject: Cedar Creek Hospital: 101 W. Townsend Rd Special Use Review

Dear Commissioners,

As requested, we have reviewed the request to amend the Special Use Permit for Cedar Creek Hospital at 101 W. Townsend Rd. The site currently has existing buildings that function as Cedar Creek Hospital (shown below). The applicant, Cedar Creek Hospital, is seeking a Special Land Use permit for the construction of a 6,284 square foot building addition to an already existing behavioral health facility.

The applicant is also seeking a variance to allow up to 20% of the beds in the facility to be for housing formerly incarcerated psychiatric patients. A variance is scheduled April 19 at a St. Johns Zoning Board of Appeals meeting. No other uses are being proposed for the site at this time.

The parcel is zoned MC – Municipal Center. The MC District is designed to provide for a variety of non-profit, municipal, religious, school, and similar uses, which serve the citizens of the city. The parcel is bordered by R-1 Residential on the east and west, agriculture to the south, and a school on the north. A funeral home business shares the parcel with Cedar Creek Hospital.

Site Plan Approval is also required. The Planning Commission granted a conditional site plan approval on April 12. A revised site plan will be reviewed by staff for compliance with the conditions.



The Planning Commission recommended approval of the Special Use on April 12, conditioned on Site Plan Review and approval of the Variance.

Special Use Criteria. In order to be approved, the City Commission, upon recommendation of the Planning Commission, must determine that the proposed uses meet the standards of Section 155.258, which are the general standards applicable to all Special Uses. Section 155.258 includes the following criteria:

- a) **Will be harmonious with and in accordance with the community development plan. In order to be considered “harmonious and in accordance”, the Special Use proposal must:**
 - **Be consistent with the City’s goals for Land Use, Neighborhoods, Transportation, and Sustainability as articulated in Chapter 3 of the City of St. Johns Master Plan.**



This proposal advances Land Use Goals 1, 4, and 5, and is neutral on Goal 2 (which is specifically related to the core downtown) and Goal 3 (which is specifically about the Federal Mogul/FC Mason site).

It also advances Neighborhood Goal 1, while being neutral about Goals 2, 3, and 4 (which are more specific to housing and historic preservation).

With regard to Transportation goals, it is neutral on all goals.

The proposal is also neutral on the specific Sustainability goals, though it advances the City's broader Sustainability goal of creating jobs and services in the City limits to reduce commute times and improve walkability.

- **Positively promote the vision described for the Community Character Area that the use will be located in, as described in Chapter 4 of the City of St. Johns Master Plan.**

The proposed use is located in the "Modern Spacious Residential" Community Character Area, which describes the appropriate land uses as follows:

Appropriate uses include detached single family residential dwelling units, two-family attached residential dwelling units, schools, parks, and other compatible municipal and civic uses.

The use was previously approved as an "other compatible municipal or civic use" and the expansion is not large enough to change that conclusion, particularly with the applicant required to improve the landscape buffer around the edge of the site.

- **Not hinder the implementation of the Mobility Plan for the street(s) it is adjacent to, as described in Chapter 6 of the City of St. Johns Master Plan.**

The building has been used as a behavioral health facility for many years, and the expansion requested under the Special Use permit will not substantially increase traffic or harm pedestrian safety on Lansing Avenue or Steel Street.

- b) **Will be designed, constructed, operated, and maintained so as to be safe, harmonious and appropriate in appearance with the existing or intended character of the general vicinity. Factors affecting this standard include noise, lighting, parking, traffic, garbage, large gatherings of people, water runoff, neighborhood character, heat island effect, and other similar off-site impacts of a use.**

The footprint of the building will increase slightly, and 16 new parking spaces will be added. These expansions will not substantially change the impact of the use on neighboring uses, particularly with the required landscaping upgrades and compliance with the lighting requirements in the Zoning Ordinance.

- c) **Will be a substantial improvement to property in the immediate vicinity and an economic asset to the community as a whole. "Substantial improvement" and "economic asset" shall mean that the**



proposed use will clearly generate more economic activity, tax revenue, jobs, housing units, and/or spinoff development than the site would generate without the approved Special Use. In evaluating this criteria, the City Commission shall compare the site to its current state at the time of application, not to hypothetical alternative developments other than the proposed Special Use.

The proposal expands an existing institution that has been in place for many years.

- d) Will be served adequately, based on the anticipated needs of the use in question, by existing public facilities and services, such as highways, streets, police and fire protection, drainage structures, parking lots, refuse disposal, water and sewer utilities, non-motorized pathways/sidewalks, communications infrastructure, public transportation, waste removal, and schools. The City Commission may also require upgrades to public services directly related to the proposal as a condition of Special Use approval.**

The current use does not burden public services or infrastructure. The expansion is not large enough to create any burdens.

- e) Will be consistent with the Purpose and Intent of allowing Special Uses (see Section 155.255) and the Purpose and Intent of the Zoning District the Special Use is located within.**

The purpose and intent of allowing Special Uses is:

“The special use permit process is based on the concept that some uses are appropriate in a zoning district only under certain circumstances and with specific conditions. The special use permit review process allows the city to review a proposed use, determine if it is appropriate in the location proposed and what conditions are required to be placed on the use to ensure it's compatibility with other uses in the area.”

The City specifically designated a wide variety of uses as Special Uses in the MC District, in recognition of the diverse land use character that exists within that district. This particular parcel has long been home to this use, and the expansion is not large enough to create significant negative impacts.

The purpose and intent of the MC Zoning District is:

The MC District is designed to provide for a variety of non-profit, municipal, religious, school and similar uses, which serve the citizens of the city. The MC District is intended to facilitate the development of the governmental and other non-profit functions, consistent with the aims of the people of the city as expressed in the Community Development Plan.

Townsend Road already includes a number of community and medical uses. This proposal expands one of them in a manner that will not create negative impacts.



- f) **Will be served by adequate, safe, and efficient parking. “Adequate, safe, and efficient parking” shall mean not only meeting the requirements of Section 155.342, but also ensuring that the parking for the use does not burden nearby uses, does not create safety hazards for motorists, cyclists, or pedestrians, does not take up excessive land that could be used for more productive purposes, and does not create a blight on the historic character and charm of the City.**

The parking lot will be expanded to meet the Ordinance requirement for the expansion.

- g) **Comply with the applicable design standards outlined for the specific proposed use in Sections 155.415 through 155.448 of this chapter.”**

Section 155.433 includes the following standards:

- A) **The total number of beds used for treating psychiatric or incarcerated patients does not exceed 20% of the total beds available at the hospital.** The applicant has request a variance from this standard.
- B) **Legal non-conforming facilities will not be required to obtain a special use permit unless they expand beyond the current number of beds being used for the care of psychiatric or incarcerated patients.** It is our understanding that the facility is not legal non-conforming, but was approved previously. However, it is expanding beyond the current number of beds used for psychiatric care, so a Special Use Permit is required regardless.
- C) **The applicant shall demonstrate adequate provisions for securing those areas used for the treating of psychiatric or incarcerated patients.** We are not aware of any ongoing concerns in this regard, and have no concerns that the expansion will create security issues. However, the Planning Commission may wish to request more information about this issue.
- D) **If the use for which this permit is issued is discontinued or reduced in size to an extent that a special use permit is not required for a period of one year, reestablishment or re-expansion of the use shall require approval of a new special use permit.** This does not apply to the current application.

RECOMMENDATION

If the Variance is approved on April 19, we recommend that the City Commission approve the Special Use, conditioned on fulfilling the conditions of Site Plan Approval.

Please let us know if you have any questions.

Respectfully submitted,
McKENNA



Christopher Khorey, AICP
Senior Principal Planner

**CITY OF ST. JOHNS
RESOLUTION #12-2023**

**RESOLUTION TO INTRODUCE AN ORDINANCE TO AMEND CHAPTER 153 OF
CITY’S CODE REGARDING SIGNS**

At a regular meeting of the City Commission of the City of St. Johns, Clinton County, Michigan, held at the City Hall, in said City on the ___ day of April, 2023 at _____ p.m., Local Time.

Present: _____

Absent: _____

The following resolution was offered by _____ and supported by _____.

WHEREAS, the City hereby regulates signs and outdoor advertising in a manner which will minimize their harmful effects while permitting latitude for creative and effective advertising in Chapter 153 of its Code; and

WHEREAS, the City adopted amendments to its Zoning Ordinance that consolidated the R-3L and R-3H zoning districts into a single R-3 district; however, at that time, no changes were made to Chapter 153, the City’s sign ordinance; and

WHEREAS, the City desires to amend Chapter 153 to make it consistent with the Zoning Ordinance; and

WHEREAS, pursuant to Section 5 of the “Ordinances” section of the City’s Charter, at its meeting on April 24, 2023, the City shall introduce Ordinance No. 675, An Ordinance to Amend Chapter 153 of City’s Code Regarding Signs (“Ordinance”); and

WHEREAS, the City desires to introduce the Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of St. Johns as follows:

1. The City introduces Ordinance No.-675, An Ordinance to Amend Chapter 153 of City’s Code Regarding Signs.
2. To the extent that any resolution or portion of resolution is inconsistent with this Resolution, such resolutions or portions of resolutions are hereby rescinded.

ADOPTED:

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF CLINTON)

I, the undersigned, the duly qualified and acting Clerk of the City of St. Johns, Clinton County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Commission of said City at a regular meeting held on the ___ day of April, 2023.

Mindy Seavey, City Clerk

**CITY OF ST. JOHNS
ORDINANCE NO. 675**

AN ORDINANCE TO AMEND CHAPTER 153 OF CITY’S CODE REGARDING SIGNS

THE CITY OF ST. JOHNS ORDAINS:

Section 1.

The City hereby amends Chapter 153 of the City’s Code entitled “Signs” to read, in its entirety, as follows:

CHAPTER 153: SIGNS

Section

- 153.01 Purpose
- 153.02 Definitions
- 153.03 Permits
- 153.04 Signs not requiring permits
- 153.05 Permitted signs
- 153.06 Billboard signs
- 153.07 Digital standard
- 153.08 Prohibited signs
- 153.09 General requirements
- 153.10 Maintenance
- 153.11 Nonconforming signs

- 153.99 Penalty

§ 153.01 PURPOSE.

The purpose of this chapter is to regulate signs and outdoor advertising in a manner which will minimize their harmful effects while permitting latitude for creative and effective advertising.

(Ord. 617, passed 1-27-2014)

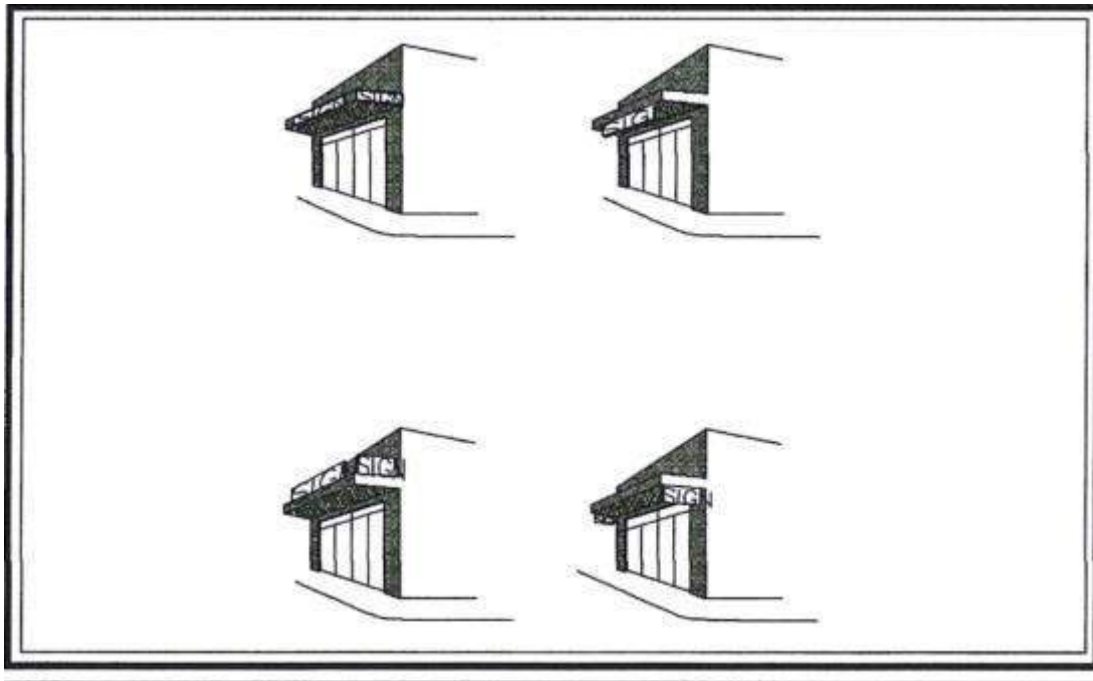
§ 153.02 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

FLAG. A piece of cloth or bunting attached to a pole attached to and perpendicular to the ground, bearing the official design of any unit of government, education institution, fraternal benefit societies, order or organization, or any organization operated exclusively for religious, charitable, scientific, literary, or educational purposes, except when displayed in connection with commercial promotion.

HEIGHT OF A SIGN. The vertical distance measured from the ground immediately beneath the sign to the highest point or its structure.

MARQUEE SIGN. A display on a marquee or extending above or below a marquee, awning or canopy.



NONCONFORMING SIGN. Any sign which does not conform with the provisions of this chapter but which was lawfully existing and maintained within the city prior to and at the time this chapter became effective, or was lawfully in existence and in use on the property inside the city on the date this chapter went into effect.

PROJECTING SIGN. Any sign attached to a building which extends more than 15 inches beyond any vertical surface of the building which supports it.

ROOF SIGN. Any sign which is attached to a building and any part of which extends above either the top of the building silhouette or any portion of the roof surface.

SIDEWALK SIGN. A portable, non-permanent sign placed on a public sidewalk in the Central Business District (CBD) during regular business hours.

SIGN. Any device designed to inform or attract the attention of persons not on the premises on which the sign is located; excepting, however, the following which shall not be included within this definition:

(1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations;

(2) Legal notices; identification, informational, or directional signs erected or required by governmental bodies;

(3) Integral decorative or architectural features of buildings, except letters, trademarks, moving parts, or moving lights;

(4) Signs directing and guiding traffic and parking on private property, but bearing no advertising matter.

SIGN AREA. The area of a sign consisting of the entire surface of any regular geometric form, including words, letters and symbols, or combinations of regular geometric forms, comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not bearing advertising matter shall not be included in computation of such area.

SIGN, ON-SITE. A sign relating in its subject matter to the premises on which it is located, or to products, accommodations, services, or activities on the premises.

SIGN, OFF-SITE. A sign other than an on-site sign.

TEMPORARY SIGN. Any sign which is designed to be transported, including but not limited to signs with wheels, signs with chassis or support constructed without wheels, signs designed to be transported by trailer or wheels, signs converted to an A - or T - frame sign, menu signs or sandwich boards, searchlight stands, pennants, banners or hot air or gas filled balloons used for advertising.

WALL SIGN. A sign which is attached directly to, or otherwise inscribed upon, a building wall or the exterior of a window.

WINDOW SIGN. Any sign which is permanently or temporarily applied, affixed, or attached to the interior or exterior of any building window.

(Ord. 617, passed 1-27-2014)

§ 153.03 PERMITS.

No person shall erect, place, structurally alter, paint, or add to any sign nor attach any sign to an existing sign, which shall either increase the area thereof or constitute a structural alteration thereof or an addition thereto, without first obtaining a permit to do so.

(A) Application for sign erection permits. Application for such permit shall be filed upon forms provided by the Zoning Administrator and shall contain the following information:

- (1) Name, address, and telephone number of the applicant.
 - (2) Location of building, structure or lot to which the sign is to be attached or erected.
 - (3) Position of the sign in relation to nearby buildings, structures, and property lines.
 - (4) A drawing of the plans and specifications and method of construction and attachment to the building or in the ground.
 - (5) Copy of stress sheets and calculations, if deemed necessary, showing the structure as designed for dead load and wind pressure in accordance with regulations adopted by the Building Official.
 - (6) Name and address of the person, firm, corporation, or association erecting the structure.
 - (7) Such other information as may require to show full compliance with this and all other applicable laws of the City of St. Johns and the State of Michigan.
- (B) The Zoning Administrator shall approve the application and provide the applicant with a sign permit if:
- (1) The applicant has paid the required sign permit fees.
 - (2) The applicant has submitted a complete application.
 - (3) The application meets all of the requirements of this chapter.
- (C) No permit required. No permit shall be required for ordinary servicing, repainting of existing sign message, or cleaning of a sign. No permit is required for change of message of a sign without change of structure, including a bulletin board or billboard, but not including a sign to which a new permanent face may be attached.

(Ord. 617, passed 1-27-2014)

§ 153.04 SIGNS NOT REQUIRING PERMITS.

- (A) Signs in residential districts. On-site signs may be permitted in residential districts as follows:
- (1) One professional sign or name plate sign for a permitted home occupations in the R-3L and R-3H Districts not more than one square foot in area which shall be non-illuminated. The sign must be mounted flat against the residence.
 - (2) One non-commercial sign or name plate not more than one square foot in size.
 - (3) Signs permitted in the residential districts shall not be erected closer to any adjacent street right-of-way line than one-half the setback required for said lot, provided that a non-commercial sign or nameplate may be placed anywhere within the front yard.

(4) Temporary garage sale signs provided that the garage sale is in compliance with the requirements of § 155.183(D) of the City Zoning Ordinance and the sign is removed within one day of the end of the garage sale. Signs shall not be placed within the street right-of-way.

(B) Signs in all districts.

(1) Flags. Flags shall be permitted in any district provided the top of the flagpole shall be no higher than 35 feet above grade and the height of the flagpole shall be at least eight feet higher than the length of the longest side of the flag, measured from the lowest point of the flag (at relaxed position) to grade. There shall be no more than one flag pole per lot.

(2) Legal notices; identification, informational, or directional signs erected or required by governmental bodies.

(3) Political signs advertising political candidates and/or political and election positions provided that the total area of the sign shall not exceed 14 square feet, and further provided that they shall be removed within five days after said election is completed. Political signs shall be non-illuminated and not to be placed or project into a public right-of-way and shall only be placed on private property with prior permission of the property owner. No political signs shall be placed in such a manner as to obstruct the view of vehicle drivers when leaving or entering a street, driveway or parking space. The painting of any political sign on the exterior of any building or structure is prohibited.

(4) Community special event signs are permitted either on or off the lot on which the special event is held. The display of the signs shall be limited to the ten days immediately preceding the special event which is being advertised and shall be removed within 48 hours of the conclusion of the special event which is being advertised. The signs shall have a maximum size of 32 square feet in area and a maximum height above ground level of six feet. Community special event signs shall be non-illuminated and not to be placed or project into a public right-of-way and shall only be placed on private property with prior permission of the property owner. No community special event signs shall be placed in such a manner as to obstruct the view of vehicle drivers when leaving or entering a street, driveway or parking space.

(5) Sponsor signs are permitted with advertisement limited to the name, address and telephone number of the sponsor. No sponsor signs shall be illuminated and the surface area denoting the sponsor information shall not exceed four square feet in total area. All sponsorship signs shall be removed within seven days after the conclusion of the special event, sporting function, community event or similar functions. All sponsor signs not meeting the aforementioned requirements may be approved by the St. Johns Planning Commission upon submittal of sign information prior to placement of the sponsor sign. Sponsor signs shall not to be placed or project into a public right-of-way and shall only be placed on private property with prior permission of the property owner. No sponsor signs shall be placed in such a manner as to obstruct the view of vehicle drivers when leaving or entering a street, driveway or parking space.

(6) One non-illuminated temporary sign pertaining to the lease or sale of the premises upon which it is placed, not exceeding eight square feet in total area, provided that it shall be removed within seven days after the consummation of a lease or sale transaction.

(7) One non-illuminated temporary sign indicating the name of the architect, developer, financing institution and/or construction company responsible for the construction of a development while construction is in progress. The sign shall be no greater than 12 square feet in size in residential districts and 32 square feet in size in commercial or industrial districts. Project signs for a multi lot or multi-unit residential development may be a maximum of 32 square feet in area. Project signs located on a site for greater than three months shall require a permit and shall be shown on the developments proposed site plan.

(8) Illumination. Source of illumination shall not be visible beyond the property line of parcel where sign is located. Canopy signs may not be internally lighted. If sign externally illuminated, the source of the light shall be enclosed and directed to prevent light from shining directly onto traffic or neighboring property.

(C) Sidewalk Signs in Central Business District may be permitted in the Central Business District, subject to the following requirements:

(1) Sidewalk signs shall be displayed only during the normal business hours of the business advertised. All sidewalk signs shall be stored indoors at all other times.

(2) Sidewalk signs shall be placed in a location so as not to impede pedestrian traffic or be a hazard to parked vehicles. A continuous path at least five feet in width shall be maintained on the public sidewalk.

(3) Sidewalk signs shall not be placed in a location to impede the visibility of motorists at intersections.

(4) No sign shall exceed a height of 42 inches and a width of 30 inches.

(5) Sidewalk signs shall not be lit artificially or contain any moving parts or displays.

(6) Sidewalk signs shall be removed from the public sidewalk at any time weather conditions render the presence of such signs a hazard because of wind, ice, or snow.

(7) One sidewalk sign is permitted for each storefront. Any sign that advertises a business other than that of the storefront must be granted the permission of the building owner and/or business.

(8) Signs and lettering must be of professional quality. No paper or cardboard signs are permitted. Chalk boards are permitted provided they meet other requirements.

(9) Signs and supports must be maintained and kept painted, sealed or preserved from weather conditions.

(D) Temporary signs shall only be displayed upon receipt of a permit issued by the Zoning Administrator. No temporary sign shall be displayed for more than 15 consecutive days, renewable quarterly. No temporary sign shall exceed 32 square feet and only one temporary sign is permitted per lot. No flashing light or more than one color of light. All temporary signs shall be designed and constructed to withstand a wind pressure of not less than 30 pounds per square feet of area. No temporary sign shall be closer than five feet from any property line fronting on a public street. Sign shall be removed immediately upon expiration of permit.

(E) Directional signs shall not exceed two square feet in area and three feet in height and shall be set back at least five feet from any lot line and edge of any driving lane. A directional sign may contain a commercial logo or trademark, not exceeding one-third of the sign size, but not a business name nor commercial message.

(Ord. 617, passed 1-27-2014)

§ 153.05 PERMITTED SIGNS.

The following signs for identification of activities and services available on the premises, for providing information relative to the functions of the premises, or for the advertising are allowed by the issuance of a zoning permit with the particular limitations for each use district noted:

SIGN TYPE AND STANDARDS	R-1	R-2	MU	R-3L	R-3H	MC	GC	CBD	O	I-1	I-2	T
SIGN TYPE AND STANDARDS	R-1	R-2	MU	R-3L	R-3H	MC	GC	CBD	O	I-1	I-2	T
SIGN TYPE AND STANDARDS	R-1	R-2	MU	R-3L	R-3H	MC	GC	CBD	O	I-1	I-2	T
For each recorded residential subdivision or development, 1 identification crest or insignia not to exceed 32 sq. ft. in area, no closer to street or lot line than 30 ft., for no more than 2 years. For non-residential development, any construction sign shall be removed upon issuance of certificate of occupancy for the building.	P	P	P	P	P							P
One sign not exceeding 12 sq. ft. for identification of housing developments such as apartment complexes.				P	P							P
Wall signs or window signs, not projecting over roof line or extending beyond edge of wall, total area of all signs not to exceed 20% of the area of building face or window to which they are attached.			P				P	P				P
Canopy signs or marquee signs not projecting over roof line, not exceeding 20% of the area of canopy face or marquee to which they are attached.			P				P	P				P

<p>One freestanding sign, not to exceed 30 ft. in height or 50 sq. ft. in area. Freestanding signs shall have a clear space of at least 8 feet between the grade and the bottom of the sign to permit an unobstructed view for motorists and pedestrians.</p>	<p>P</p>	<p>P P</p>	<p>P</p>
<p>Wall signs or window signs, not projecting over roof line or extending beyond wall, total area of all signs not to exceed 10% of the area of building face or window to which they are attached.</p>		<p>P</p>	<p>P</p>
<p>Canopy signs or marquee signs not projecting over roof line, not exceeding 10% of the area of canopy or marquee to which they are attached.</p>		<p>P</p>	<p>P</p>
<p>One freestanding sign, not to exceed 10 ft. in height or 24 sq. ft. in area.</p>		<p>P</p>	<p>P</p>
<p>One freestanding sign up to 24 sq. ft. in area and a wall sign not to exceed 5% of the area of side of building.</p>			<p>P P</p>
<p>Sidewalk signs, not to exceed 42" in height and 30" in width, displayed only during normal business hours of business advertised, and stored indoors at other times. Sidewalk signs not to impede visibility of traffic or impede pedestrian traffic or be a hazard to parked cars. Sidewalk signs not to be lit or contain moving parts. One sidewalk sign permitted per storefront and must be of professional quality and maintained.</p>		<p>P</p>	
<p>Temporary signs, including pennants and banners, no more than 15 consecutive days, no more than once every 3 months,</p>		<p>P P P</p>	<p>P P P P</p>

not in the ROW, no flashing light or more than 1 color of light.

(Ord. 617, passed 1-27-2014; Am. Ord. 655, passed 1-27-2020)

§ 153.06 BILLBOARD SIGNS.

Billboard signs are permitted in the city under the following conditions:

SIGN TYPE AND STANDARDS	R-1	R-2	MU	R-3L	R-3H	MC	GC	CBD	O	I-1	I-2	T
Billboards, only along state highways and meeting the requirements of the State Highway Advertising Act and further provided that each sign shall be spaced a minimum of 2,000 feet apart.							P	P		P	P	

(Ord. 617, passed 1-27-2014)

§ 153.07 DIGITAL STANDARD.

(A) Purpose and intent. More businesses desire to utilize advancements in technology which permit signs to change copy electronically (e.g., utilizing an LED type of sign). These newer technologies pose additional risks of impacting adjacent areas and adversely dominating the environment in which they operate unless regulated in a reasonable fashion. The intent of this section is to establish operating standards and regulations for signs which utilize these newer technologies in order to minimize the secondary effects that often accompany the unregulated display of digital signs, preserve the character and repose of adjacent areas (with a principle focus on residential neighborhoods), protect property values, and reduce traffic hazards caused by undue distractions.

(B) Display.

(1) Electronic message boards shall be permitted provided they meet the requirements for illumination and message display as delineated in Chapter 155 of the City Ordinances.

(2) A digital sign may not allow the display or message to change more frequently than once every eight seconds, with a transition period of one second or less. Any electronic message boards that are placed adjacent to residential properties may only switch from one message to another by fading in and out.

(3) A digital sign must have installed an ambient light monitor, which shall continuously monitor and automatically adjust the brightness level of the display based on ambient light conditions consistent with the terms of this chapter.

(4) The maximum brightness levels for all digital signs shall not exceed 0.1 footcandles over ambient light levels measured within 150 feet of the source, consistent with terms of this section. Certification must be provided to the city demonstrating that the sign has been preset to automatically adjust the brightness to these levels or lower. Re-inspection and recalibration may be periodically required by the city in its reasonable discretion, at the owner's expense, to ensure that the specified brightness levels are maintained at all times.

(5) Brightness of digital signs shall be measured as follows:

(a) At least 30 minutes following sunset, a foot candle meter shall be used to obtain an ambient light reading for the location. This done while the sign is off or displaying black copy. The reading shall be made with the meter aimed directly at the sign area at the pre-set location.

(b) The sign shall then be turned on to full white copy to take another reading with the meter at the same location.

(c) If the difference between the readings is 0.1 foot candles or less, the brightness is properly adjusted.

(6) Other requirements.

(a) Any digital message board that will be located within 150 feet of a residential structure must be a freestanding, monument sign not exceeding eight feet in height.

(b) The use, size and location of digital signs must comply with all other relevant regulations and ordinances of the city.

(Ord. 617, passed 1-27-2014)

§ 153.08 PROHIBITED SIGNS.

The following signs are prohibited in the city:

(A) Any signs including window signs with any visible moving, animation, revolving or mechanical parts or movements, or other apparent visible movement achieved by electrical, electronic or mechanical means, including intermittent electrical pulsations, or by action of normal wind current shall not be permitted (excluding time and temperature signs, which are permitted).

(B) Balloons, balloon signs, strings of light bulbs, pennants, streamers, banners, or flags, except for those flags of a non-commercial nature not used for the purpose of commercial

advertisement and specifically exempted, or except at the opening of a new business in a commercial or industrial district, for a period not exceeding 15 days. Exterior banner signs and pennant display signs shall be permitted in commercial or industrial districts only to call attention to a sale or promotion of goods sold on the premises, for a period not exceeding 15 consecutive days, each sale or promotion, with a maximum 60 days per calendar year.

(C) Roof signs.

(D) Off-site signs other than approved billboards.

(Ord. 617, passed 1-27-2014)

§ 153.09 GENERAL REQUIREMENTS.

(A) No signs may be placed in or overhang into a public right-of-way other than signs established and maintained by the city, county, state or federal government.

(B) No light pole, utility pole, tree or other supporting member shall be used for the placement of any sign unless specifically designed and approved for such use.

(C) Signs may not be placed so as to obstruct the clear vision of motorists or pedestrians or be confused with any authorized traffic sign, signal, or device or constitute a nuisance per se.

(D) No commercial vehicle, which in the opinion of the Zoning Administrator has the intended function of acting as a sign, shall be parked in an area abutting the street, unless no other parking area is available.

(Ord. 617, passed 1-27-2014)

§ 153.10 MAINTENANCE.

All signs for which a permit is required and all supports thereof shall:

(A) Be kept in compliance with the plans and specifications filed and approved for issuance of the sign permit.

(B) Be kept and maintained in a safe condition.

(C) At all times conform to all provisions of this chapter.

(D) The Zoning Administrator has the authority to inspect any sign requiring a permit at any given time to ensure compliance with the requirements of this chapter.

(E) The Zoning Administrator may require the repair or removal of a sign requiring a permit within seven days upon the finding that any of the following conditions exist:

(1) The sign is found to be unsafe.

(2) The sign is in a condition that does not comply with this chapter.

(3) The sign was established as an accessory use for a principal use which has ceased to exist for a period of six months.

(4) The sign is deteriorated and constitutes a blight to the community's appearance. Evidence of deterioration include peeling paint, missing letters, broken or cracked sign face or burned out lights.

(Ord. 617, passed 1-27-2014)

§ 153.11 NON-CONFORMING SIGNS.

Legal, non-conforming signs in existence at the time of the adoption of this chapter shall be removed or brought into conformance with this chapter within seven years of its adoption, with the following exceptions:

(A) Billboard signs.

(B) Signs granted a variance from the requirements of this chapter by the Zoning Board of Appeals.

(Ord. 617, passed 1-27-2014)

§ 153.99 PENALTY.

(A) Unless a section of this chapter specifically provides otherwise, any person, firm, corporation, trust, partnership or other legal entity which violates a provision of this chapter shall be responsible for a municipal civil infraction and shall be fined accordingly.

(B) Each day a violation occurs or continues shall constitute a separate offense; and shall make the violator liable for the imposition of a fine and other penalties for each day of violation.

(C) The owner, co-owner and occupant(s) of any lot which is in violation of a provision of this chapter shall each be responsible for a municipal civil infraction and shall be subject to the fines, costs and orders as provided herein.

(D) Any structure which is erected, altered or converted in violation of any provision of this chapter is declared to be a public nuisance per se, and may be abated by order of court of competent jurisdiction.

(E) Any person or entity who, after having been determined to be responsible for a violation of this section, commits or is found responsible for a subsequent violation within a two-year period, shall be fined double the amount assessed for the immediate preceding violation.

(F) The rights and remedies provided are cumulative and are in addition to any other remedies provided by law.

(G) Nothing herein shall be interpreted to limit the authority of the city to revoke an approval previously granted due to any violations of this article, which right is expressly reserved.

(Ord. 617, passed 1-27-2014)

Section 2.

Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 3.

All other ordinances inconsistent with the provisions of this Ordinance are hereby repealed but only to the extent necessary to give this Ordinance full force and effect.

Section 4. This Ordinance shall be effective twenty (20) days after final approval.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

As the City Clerk of the City of St. Johns, Clinton County, Michigan, I certify that this is a true and complete copy of an ordinance adopted by the St. Johns City Commission at a regular meeting held on _____, 2023.

Roberta Cocco, Mayor _____

Mindy J. Seavey, Clerk _____