

Scott Dzurka
Mayor

Brad Gurski
Vice Mayor

Eric Hufnagel
Commissioner

Jean Ruestman
Commissioner

Chris Hyzer
Commissioner



Chad A. Gamble, P.E.
City Manager

Mindy J. Seavey
City Clerk

Kristina Kinde
City Treasurer

Michael Homier
City Attorney

Justin Smith
Director of Public Services

**CITY OF ST. JOHNS
CITY COMMISSION MEETING
PROPOSED AGENDA**

**Monday, March 18, 2024, 6:00 p.m.
Room 2200 – Clinton County Courthouse**

***Listen to Meeting Via Telephonic Conference
Dial 1 929 205 6099**

<https://zoom.us/j/2050014286>

Meeting ID: 205 001 4286

***Please note, you will not be able to make public comments through Zoom;
only in-person attendees will be able to participate in public comments.**

A. OPENING: (6:00 pm – 6:05 pm)

1. Invocation
2. Pledge of Allegiance
3. Consent Agenda (*Action Item*)

The staff proposes the following items for the Consent Agenda. If any Commissioner wishes to discuss any of these items, it should be placed on the regular agenda. The remaining items and recommendations may be approved en masse:

- a. Approval of Minutes
 - Special joint meeting of March 11, 2024 with St. Johns Public Schools
- b. Receipt of Warrants
 - In the amount of \$2,092,704.76
- c. 2024 Street Program Proposal and Approval to suspend competitive bidding for years 2024-2028 of street program
 - Staff recommends that the city commission approve the proposal from Michigan Paving and Materials for the 2024 Street Millage Program and suspend competitive bidding as it pertains to Michigan Paving and Materials and the 2025-2028 Street Program.
- d. Renewal of Police Department Lawn Maintenance Services
 - Staff recommends that the city commission authorize the Mayor to sign and approve the 24-month renewal of Police Department lawn maintenance services with Smith Lawncare.

- e. Permission for City Manager to Perform Minimal Consulting Services
 - Staff recommends that the city commission permit City Manager Gamble to participate in consulting opportunities on average one to three hours per month but at no time more than ten hours per month pursuant to the permissions outlined in his employment contract.
- f. Sidewalk Replacement Program
 - Staff recommends that the city commission approve the bid of Supreme Concrete & Restoration LLC. for the Sidewalk Replacement Program.
- g. Extension of Parking Citation Authority to Code Enforcement
 - Staff recommends that the city commission, in cooperation with the Chief of Police and City Manager, extend parking citation issuance authority to Ordinance Enforcement Officer Jessica Austin.

4. Approval of Agenda: *(6:05 pm – 6:07 pm) Action Item*

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

- 1. Public comment - agenda & non-agenda items *(6:07 pm – 6:10 pm) Discussion only*
Each speaker is only entitled to one (1) three-minute time during each Public Comment period.

D. COMMUNICATIONS:

E. OLD BUSINESS:

- 1. Consideration of the Establishment of St. Johns Social District including Resolution #9-2024 – a Resolution to Adopt an Ordinance to Create and Regulate a Downtown Social District
(6:10 pm – 6:20 pm) Action Item
(Presenters: Heather Hanover, PSD/DDA Executive Director; Chad Gamble, City Manager)

F. NEW BUSINESS:

- 1. Wilson Community Center Design, Remediation and Funding Updates
(6:20 pm – 6:35 pm) Discussion only
(Presenters: Chad Gamble, City Manager; Kristina Kinde, City Treasurer)
- 2. Discussion of Solid Waste and Recycling Contract Renewal
(6:35 pm – 6:50 pm) Action Item
(Presenter: Chad Gamble, City Manager)
- 3. Recommended Zoning Amendment – Off Street Parking - Resolution #10-2024 – a Resolution to Introduce an Ordinance to Amend the City of St. Johns Code of Ordinances Regarding Off-Street Parking and Loading/Unloading Area Requirements for Full Size and Small Recreational Vehicles
(6:50 pm – 7:00 pm) Action Item
(Presenter: Chris Khorey, McKenna)

4. Recommended Zoning Amendment – 1st reading - Downtown Development Parking Requirements - Resolution #11-2024 – a Resolution to Introduce an Ordinance to Amend the City of St. Johns Code of Ordinances Regarding the Creation of a Parking Exemption Zone & Resolution #12-2024 – a Resolution to Introduce an Ordinance to Amend City’s Zoning Map
(7:00 pm – 7:15 pm) Action Item
(Presenter: Chris Khorey, McKenna)
5. City Manager Comments *(7:15 pm – 7:25 pm) Discussion only*
6. Commissioner Comments *(7:25 pm – 7:35 pm) Discussion only*

G. ADJOURNMENT: (7:35 pm)

(Next Regular Meeting Scheduled for **Monday, April 22, 2024, 6:00 p.m.**)

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the city clerk 989-224-8944 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodation.



CONSENT AGENDA

CITY OF ST. JOHNS

CITY COMMISSION MINUTES

MARCH 11, 2024

The special meeting of the St. Johns City Commission and St. Johns School Board was called to order by Mayor Dzurka at 6:00 p.m. at the Clinton County Courthouse, 100 East State Street, 2nd Floor, Suite #2200, St. Johns, Michigan.

CITY COMMISSIONERS PRESENT:	Eric Hufnagel, Jean Ruestman, Brad Gurski, Scott Dzurka, Chris Hyzer
CITY COMMISSIONERS ABSENT:	None
STAFF PRESENT:	Chad Gamble, City Manager; Mindy J. Seavey, City Clerk; Kristina Kinde, City Treasurer; David Kirk, Police Chief; Bill Schafer, Parks & Recreation Director

Agenda

Mayor Dzurka asked if there were any additions or deletions to the agenda.

Motion by Commissioner Hyzer seconded by Commissioner Ruestman that the city commission approve the agenda as presented.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Approval of Minutes

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve the special joint city commission & planning commission meeting minutes from February 26, 2024 and regular city commission minutes from February 26, 2024.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Public Comments

School Board President Jackson asked if there were any public comments.

There were none.

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SPECIAL JOINT MEETING MINUTES**

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A. Update on the School Millage

Superintendent Berthiaume discussed the upcoming bond:

- May 7th election.
- 0 mill increase.
- School safety/security.
- Early childhood center.
- Athletics/fine arts.
- Rural elementary buildings.
- Playgrounds.
- Classroom sizes.
- District steering committee.

There was a discussion of:

- The need of mechanics for alternate fuel vehicles.

B. Safe Routes to School (SRTS) Program Overview and Discussion

Superintendent Berthiaume discussed:

- The grant.
- Working together.
- Over \$1 million would be available.
- Lighting & sidewalks.
- Radius of students.
- Parent survey.
- 4–5-year grant project.

City Manager Gamble discussed:

- The excerpt of the city's GIS layer of sidewalks.
- This will fund up to \$300,000 per parcel (school building).
- This is a long process.
- Dr. Berthiaume has been through this process previously.

There was a discussion of:

- The map & missing sidewalks.
- Education/crossing guards.
- Sickles Street.
- This has been on the city's radar for a number of years.
- Possibly overlaying street lights onto the map.

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- Includes a 2-mile perimeter of each school.

C. Wilson Community Center Construction Update and Use/Programming Discussion

City Manager Gamble discussed:

- This is the city's first official community center.
- Partners.
- Development scope.
- Dymaxion.
- Unit #1 space.
- Community room.
- Capital expenditure.
- Timeline.
- Website information.
- How a Brownfield would have affected the taxing entities.
- Use of gym/auditorium.
- Partnership opportunities.
- Co-op interns.

D. Fantasy Forest 2.0 Update

City Manager Gamble discussed:

- City received a Spark Grant of \$694,000.
- City is putting in \$75,000.
- Community Fund is putting in \$75,000.
- Community Fund's fundraising efforts.
- Open house was held on January 24th.
- A playground designer is on-board.
- Master plan at the April meeting.
- Project must be bid and awarded by the end of the year.
- Survey results.

E. General Discussion on Ideas and Opportunities for Great Collaboration Between the Board and Commission (Programming, Marketing, Publication, Internships)

There was a discussion of:

- Excitement about the Safe Routes to School.
- Collaboration.
- Crossing guards at the Townsend Road area.

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- Schools are pivotal in growing a community.
 - Appreciative of interns.
 - Knowledge of civic engagement for students.
 - Grants that could overlap with the school district.
 - Partnership.
 - Plan for formal meetings.
 - Shared priorities.

Adjournment

Motion by Commissioner Hyzer seconded by Commissioner Gurski that the city commission meeting be adjourned.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The meeting was adjourned at 7:14 p.m.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
March 18th 2024

Department: Public Services	Attachments:	Submitted to CA for Review
Subject: 2024 Street Program Proposal and Approval to suspend competitive bidding for years 2024-2028 of street program.	[X] Proposal from Michigan Paving and Materials [X] 2023 Bid Tabulation [X] 2021 Contract with Michigan Paving	[X] [N/A] [N/A]
Prepared by: Justin Smith, Director of Public Services	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: Since 2013 Michigan Paving and Materials has been a trusted partner and vital part of the success of our annual Street Millage Program. In past bid tabulations Michigan Paving has been substantially lower than other bidders while still providing a product and final project that exceeds our standards.

Within this RCA staff is requesting both the approval of the proposal from Michigan Paving and Material for the 2024 Street Program and suspending our competitive bidding policy for paving contractors to include year's 2025-2028 of the Street Millage Program. Approval will allow Michigan Paving and Material to schedule the City of St Johns well in advance for the next years project along with the option to use the funds carried over from the previous year to complete smaller projects before July 1st.

Michigan Paving and Material will provide the City a proposal each year with updated pricing. This will allow us the option to still competitively bid the street project should we become unsatisfied with Michigan Paving and Material or concerned with pricing.

BACKGROUND/DISCUSSION: A similar agreement, as proposed above, was entered into for the 2018-2022 Street Program. Michigan Paving and Materials have completed the Street Millage Program from its inception.

STRATEGIC PLAN OBJECTIVE: Transportation **Goal #1:** preserve and enhance the level of service circulation and safety of the road network to support all users in the community.

FISCAL IMPACT: City staff have completed an audit of the 2024 Street Program and calculated an estimated cost to complete as discussed at the February 26, 2024, Commission Meeting. Given the projections, funds created by the millage will support the project utilizing costs in the Michigan Paving and Materials Proposal, estimated to be \$1 Million.

RECOMMENDATION: Staff recommends the approval of the proposal from Michigan Paving and Materials for the 2024 Street Millage Program and suspend competitive bidding as it pertains

to Michigan Paving and Materials and the 2025-2028 Street Program. The proposal from Michigan Paving and Materials has been reviewed by our attorneys and deemed legally sufficient.



Spartan Asphalt Division

16777 Wood Street Lansing, MI 48906

Paving Proposal

Bid Presented To: Justin Smith

Phone (517) 482-9611

Fax (517) 482-4854

Customer Name	City of St. Johns		
Address	100 E State Street, PO Box 477 St. Johns, MI 48879		
Phone	-	Fax	-
Jobsite Phone			
Owner Of Real Estate			

Job Name	SJ Streets 2024
Address	Various St Johns, MI 48879
Date of Bid	February 17, 2024
Architect-Engineer	
No. & Date of Plans	

Items of work, specifications, quantities and unit prices:

Please review the attached as it pertains to construction pricing for the City of St. Johns regarding street and related work for the 2024 season. Additionally, we have included budget pricing for the subsequent 2025, 2026, 2027 and 2028 construction seasons. Prices may vary up or down depending on market conditions at that time.

We at Michigan Paving & Materials Co. thank you very much for the opportunity and the work. Our employees and subcontractors greatly enjoy working for you and the citizens of St. Johns. We look forward to another successful construction season with your team.

We offer to furnish necessary labor and materials to do the above work in accordance with the above specifications and the Terms and Conditions listed on the reverse of this document for the sum of:

See Above _____ dollars

(_____), or at a unit price of _____ Per _____

Norman Holm

Signed _____

Digitally signed by Norman Holm
Date: 2024.02.23 13:17:00
-05'00'

Norman Holm Jr. - Area Manager

Desk phone (517) 346-5107 nholm@mipmc.com

The prices quoted above may be subject to change if not accepted within 10 days from the date hereof. Final acceptance by Michigan Paving & Materials Company is subject to the approval of the Division Manager.

Acceptance

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The Terms & Conditions are understood and accepted. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted by Michigan Paving & Materials Co:

Accepted by Customer:

Date

Norman Holm

Signature

Digitally signed by Norman Holm
Date: 2024.02.23 13:18:40 -05'00'

Date

By initialling, Customer acknowledges and accepts the Terms and Conditions stated on the reverse of this document _____

TERMS & CONDITIONS

- 1) **Entirety** – This agreement contains the entire agreement of the parties hereto and shall supersede all previous oral & written agreements and all contemporaneous negotiations, commitments and understandings. This agreement may be modified only by written instrument duly executed by each party hereto.
- 2) **Thickness** – All descriptions of paving thickness in this proposal are referred to as average thickness. Variation in sub-base and technical limitation may result in variation in thickness. We warrant sufficient material will be used on the project to result in the average thickness stated.



Bid Item	Description	Qty	Unit	2024 Pricing	
				Unit Price	Total
10	Mobilization	1.00	Lsum	\$ 35,000.00	\$ 35,000.00
20	Curb & Gutter, Rem	5,082.00	Ft	\$ 15.00	\$ 76,230.00
30	Pavt, Rem	195.00	Syd	\$ 12.00	\$ 2,340.00
40	Sidewalk, Rem	965.00	Syd	\$ 15.00	\$ 14,475.00
60	Excavation, Earth	800.00	Cyd	\$ 30.00	\$ 24,000.00
70	Subgrade, Undercutting	135.00	Cyd	\$ 50.00	\$ 6,750.00
130	Aggregate Base, 6"	285.00	Syd	\$ 8.00	\$ 2,280.00
140	HMA Crushing & Shaping	5,140.00	Syd	\$ 2.50	\$ 12,850.00
150	Salvaged Gravel, Surplus	280.00	Cyd	\$ 30.00	\$ 8,400.00
170	Driveway Maintenance	66.00	Ea	\$ 100.00	\$ 6,600.00
180	Approach CI II, 6 inch	912.00	Syd	\$ 15.00	\$ 13,680.00
190	Shoulder CI II, 6 inch	200.00	Syd	\$ 15.00	\$ 3,000.00
230	Dr. Structure Cover, Adj	1.00	Ea	\$ 500.00	\$ 500.00
270	Pavt. Cleaning	1.00	Lsum	\$ 25,000.00	\$ 25,000.00
280	Cold Milling HMA Surface	20,631.00	Syd	\$ 4.30	\$ 88,713.30
310	HMA, 13A	4,076.00	Ton	\$ 90.00	\$ 366,840.00
320	HMA Approach	100.00	Ton	\$ 130.00	\$ 13,000.00
330	Cold Milling Conc Pavt	747.00	Syd	\$ 4.30	\$ 3,212.10
340	Driveway Conc, 6 inch	826.00	Syd	\$ 44.00	\$ 36,344.00
350	Curb & Gutter, Det F4	5,636.00	Ft	\$ 27.00	\$ 152,172.00
360	Detectable Warning Surface	48.00	Ft	\$ 40.00	\$ 1,920.00
370	Curb Ramp, Opening	48.00	Ft	\$ 27.00	\$ 1,296.00
380	Sidewalk, 4 inch	5,844.00	Sft	\$ 4.30	\$ 25,129.20
400	Curb Ramp, 6 inch	1,034.00	Sft	\$ 6.50	\$ 6,721.00
420	Barricade, Type III	126.00	Ea	\$ 92.00	\$ 11,592.00
440	Minor Traf Devices	1.00	Lsum	\$ 25,000.00	\$ 25,000.00
450	Plastic Drum, Furn	147.00	Ea	\$ 28.52	\$ 4,192.44
460	Plastic Drum, Oper	147.00	Ea	\$ 1.00	\$ 147.00
470	Sign Type B, Furn	140.00	Sft	\$ 4.30	\$ 602.00
480	Sign Type B, Oper	140.00	Sft	\$ 0.05	\$ 7.00
500	Water Valve, Adj	4.00	Ea	\$ 300.00	\$ 1,200.00
520	Sanitary Structure, Adj	9.00	Ea	\$ 500.00	\$ 4,500.00
				\$ 973,693.04	

Norm Holm
Michigan Paving & Materials Co
Mobile: 517-749-2994

Estimated future pricing				
2025 Pricing	2026 Pricing	2027 Pricing	2028 Pricing	
Unit Price	Unit Price	Unit Price	Unit Price	
\$ 36,400.00	\$ 37,492.00	\$ 38,616.76	\$ 39,775.26	
\$ 15.60	\$ 16.07	\$ 16.55	\$ 17.05	
\$ 12.48	\$ 12.85	\$ 13.24	\$ 13.64	
\$ 15.60	\$ 16.07	\$ 16.55	\$ 17.05	
\$ 31.20	\$ 32.14	\$ 33.10	\$ 34.09	
\$ 52.00	\$ 53.56	\$ 55.17	\$ 56.82	
\$ 8.32	\$ 8.57	\$ 8.83	\$ 9.09	
\$ 2.60	\$ 2.68	\$ 2.76	\$ 2.84	
\$ 31.20	\$ 32.14	\$ 33.10	\$ 34.09	
\$ 104.00	\$ 107.12	\$ 110.33	\$ 113.64	
\$ 15.60	\$ 16.07	\$ 16.55	\$ 17.05	
\$ 15.60	\$ 16.07	\$ 16.55	\$ 17.05	
\$ 520.00	\$ 535.60	\$ 551.67	\$ 568.22	
\$ 26,000.00	\$ 26,780.00	\$ 27,583.40	\$ 28,410.90	
\$ 4.47	\$ 4.61	\$ 4.74	\$ 4.89	
\$ 93.60	\$ 96.41	\$ 99.30	\$ 102.28	
\$ 135.20	\$ 139.26	\$ 143.43	\$ 147.74	
\$ 4.47	\$ 4.61	\$ 4.74	\$ 4.89	
\$ 45.76	\$ 47.13	\$ 48.55	\$ 50.00	
\$ 28.08	\$ 28.92	\$ 29.79	\$ 30.68	
\$ 41.60	\$ 42.85	\$ 44.13	\$ 45.46	
\$ 28.08	\$ 28.92	\$ 29.79	\$ 30.68	
\$ 4.47	\$ 4.61	\$ 4.74	\$ 4.89	
\$ 6.76	\$ 6.96	\$ 7.17	\$ 7.39	
\$ 95.68	\$ 98.55	\$ 101.51	\$ 104.55	
\$ 26,000.00	\$ 26,780.00	\$ 27,583.40	\$ 28,410.90	
\$ 29.66	\$ 30.55	\$ 31.47	\$ 32.41	
\$ 1.04	\$ 1.07	\$ 1.10	\$ 1.14	
\$ 4.47	\$ 4.61	\$ 4.74	\$ 4.89	
\$ 0.05	\$ 0.05	\$ 0.06	\$ 0.06	
\$ 312.00	\$ 321.36	\$ 331.00	\$ 340.93	
\$ 520.00	\$ 535.60	\$ 551.67	\$ 568.22	

- 3) Property Lines – The customer shall establish and designate property lines and shall be responsible to pay for same. If an event said work results in trespass on other property. Customer shall also be responsible for any damage caused by the owner of such other property.
- 4) Delays – Contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of Contractor. The contractor shall complete the project was weather and schedule permit.
- 5) Permits – Customer shall acquire and pay for any and all permits or assessments if they are required. Upon acceptance, a legal description of the property improvement and/or a notice of Commencement shall be provided to Contractor prior to start of work.
- 6) Wet or Unstable Grade – No materials will be placed on wet or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract.
- 7) Reproduction Cracks – When resurfacing concrete, brick or asphalt pavements, Contractor is not responsible for the reproduction of cracks or expansion joints which occur.
- 8) Minimum Grade – Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If Customer directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over ¼ inch will be filled.
- 9) Underground Structures – It is Customer's responsibility to advise Contractor of the existence and location of all underground structures such as sewers, water and gas line, etc., which might be encountered by Contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering same, or otherwise, shall be paid by Customer.
- 10) Soil Conditions – Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Customer.
- 11) Tree Roots – Contractor shall not be responsible for damage to trees occasioned by the removal of tree roots in preparing the roadbed, nor shall Contractor be obligated to remove damaged or destroyed trees.
- 12) Timely Payment – As stated above, payment in full is due upon completion of the job. Interim billings for partial performance are due and payable thirty (30) days after presentment of said billings. Customer agrees to pay interest at the rate of 1 ½% per month on any amount due Contractor with said interest to start accruing thirty (30) days after presentation to Customer of a billing for work performed and/or expenses incurred by Contractor. This interest is an annual rate of 18%. Contractor may, upon written notice to Customer, terminate this contract when for a period of five (5) days after payment is due, as provided herein, Customer fails to make said payment or payments. On such termination, Contractor may recover from Customer payment for all work completed and for any loss sustained by Contractor for materials, etc., to the extent of actual loss thereon, plus loss on a reasonable profit.
- 13) Unit Prices – The quantities and units stated in this proposal are estimates and unless otherwise stated, this is a unit price proposal. Actual 'as built' quantities shall be paid for at their respective unit prices.
- 14) Acceptance – The paving shall be deemed accepted by Customer at such time as the paving is opened for travel and parking. If for any reason the wearing course is not placed prior to opening to the public, Customer shall be responsible for the cost of repair.
- 15) Hidden Objects – Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne by Customer and the Contractor shall be reimbursed accordingly. Contractor assumes no responsibility for discovery or removal of materials that may be contaminated or hazardous.
- 16) Zoning Requirement/Other Regulations – Contractor assumes no responsibility for determining whether Customer has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, Customer shall, nevertheless, be obligated to pay for the work as ordered.
- 17) Stockpiling Materials – Contractor shall be permitted to stockpile materials necessary to the performance of the work, on the Customer's property adjacent to the site of the work, without cost.
- 18) Carports – Asphalt paving must be placed prior to the building of carports or the placing of asphalt curb.
- 19) Force Majeure - Contractor shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout. Customer will not have a right to terminate this Agreement in such circumstances.

MAINTENANCE GUARANTEE

This pavement is guaranteed against failure due to improper workmanship or materials for a period of (1) year(s) after construction unless otherwise stated herein. Use of a pavement for a purpose other than the disclosed and intended use, or by heavier traffic than disclosed will void this guarantee. It is understood that this guarantee does not cover damage caused by intentional or accidental excavation, fire, flood, gasoline, oil, chemicals, subsurface water, overloading or other misuse. Failure of the Customer to conform to the requirements of timely payment as stipulated in the Terms & Conditions will void this guarantee. This guarantee does not apply to first or intermediate stages of construction. Asphalt bases are not guaranteed. This guarantee starts when the final wearing surface is placed and the pavement structure is brought up to full design strength.

- 3) Access Easement - The Customer shall determine and designate property lines and shall be obligated to pay for work performed to ensure that the event said work results in trespass on other property. Customer shall also be responsible for any damage caused by the owner of such other property.
- 4) Delays - Contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of Contractor. The contractor shall complete the project as weather and schedule permit.
- 5) Permits - Customer shall acquire and pay for any and all permits or assessments if they are required. Upon/Upon acceptance, a legal description of the property improvement and/or a notice of Commencement shall be provided to Contractor prior to start of work.
- 6) Wet or Unstable Grade - No materials will be placed on wet or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract.
- 7) Reproduction Cracks - When resurfacing concrete, brick or asphalt pavements, Contractor is not responsible for the reproduction of cracks or expansion joints which occur.
- 8) Minimum Grade - Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If Customer directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over 1/4 inch will be filled.
- 9) Underground Structures - It is Customer's responsibility to advise Contractor/Contractor of the existence and location of all underground structures such as sewers, water and gas line, etc., which might be encountered by Contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures carries-varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering same, or otherwise, shall be paid by Customer.
- 10) Soil Conditions - Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Customer.
- 11) Tree Roots - Contractor shall not be responsible for damage to trees occasioned by the removal of tree roots in preparing the roadbed, nor shall Contractor be obligated to remove damaged or destroyed trees.
- 12) Timely Payment - As stated above, payment in full is due upon completion of the job. Interim billings for partial performance are due and payable thirty (30) days after presentment of said billings. Customer agrees to pay interest at the rate of 1 1/2% per month on any amount due Contractor with said interest to start accruing thirty (30) days after presentation to Customer of a billing for work performed and/or expenses incurred by Contractor. This interest is an annual rate of 18%. Contractor may, upon written notice to Customer, terminate this contract when for a period of five (5) days after payment is due, as provided herein, Customer fails to make said payment or payments. On such termination, Contractor may recover from Customer payment for all work completed and for any loss sustained by Contractor for materials, etc., to the extent of actual loss thereon, plus loss on a reasonable profit.
- 13) Unit Prices - The quantities and units stated in this proposal are estimates and unless otherwise stated, this is a unit price proposal. Actual "as built" quantities shall be paid for at their respective unit prices.
- 14) Acceptance - The paving shall be deemed accepted by Customer at such time as the paving is opened for travel and parking. If for any reason the wearing course is not placed prior to opening to the public, Customer shall be responsible for the cost of repair.
- 15) Hidden Objects - Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne by Customer and the Contractor shall be reimbursed accordingly. Contractor assumes no responsibility for discovery or removal of materials that may be contaminated or hazardous.
- 16) Zoning Requirements/Other Regulations - Contractor assumes no responsibility for determining whether Customer has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, Customer shall, nevertheless, be obligated to pay for the work as ordered.
- 17) Stockpiling Materials - Contractor shall be permitted to stockpile materials necessary to the performance of the work, on the Customer's property adjacent to the site of the work, without cost.
- 18) Carports - Asphalt paving must be placed prior to the building of carports or the placing of asphalt curb.
- 19) Force Majeure - Contractor shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout. Customer will not have a right to terminate this Agreement in such circumstances if such events prevent completion by Contractor for 6 months or longer.

Commented [MH1]: What is a "reasonable profit"? Plus, Contractor is dealing with a public entity and therefore, it's risk is minimal.

MAINTENANCE GUARANTEE

This pavement is guaranteed against failure due to improper workmanship or materials for a period of (1) year(s) after construction unless otherwise stated herein. Use of a pavement for a purpose other than the disclosed and intended use, or by heavier traffic than disclosed will void this guarantee. It is understood that this guarantee does not cover damage caused by intentional or accidental excavation, fire, flood, gasoline, oil, chemicals, subsurface water, overloading or other misuse. Failure of the Customer to conform to the requirements of timely payment as stipulated in the Terms & Conditions will void this guarantee. This guarantee does not apply to first or intermediate stages of construction. Asphalt bases are not guaranteed. This guarantee starts when the final wearing surface is placed and the pavement structure is brought up to full design strength.



50 Louis St., NW Suite 200
Grand Rapids, MI 49503
616.454.9414
www.c2ae.com

Bid Tabulation

Project #: 23-0108
Project: 2023 Street Program Bid Package

Bid Date: June 21, 2023

Project Manager: Robert Winks, PE

Owner: City of St. Johns, Clinton County, Michigan

Bidding Contractor	Bid Bond	Attachment A	Total Estimated Bid
Michigan Paving & Materials Company	yes	yes	\$397,866.10
Rieth-Riley Construction Co. Inc.	yes	yes	\$673,948.35

PUBLIC WORKS CONTRACT

THIS AGREEMENT is made this 10th day of March, 2021 by and between the CITY OF ST. JOHNS, A Michigan municipal corporation, 100 State Street, St. Johns, Michigan, 48879, hereinafter referred to as the "City", and MICHIGAN PAVING AND MATERIALS COMPANY, a Michigan corporation, 16777 Wood Street, Lansing, Michigan 48906, their respective agents, employees or subcontractors, hereinafter referred to as "contractor".

The parties, in consideration of this agreement and the recitals herein, do agree that the contractor shall perform certain work described as: **2021 CITY OF ST. JOHNS STREET IMPROVEMENT PROJECT**. This project is described with specificity in the agreed-upon design plans and project documents which are incorporated into this agreement by reference (on file for review at the City Offices at 100 E. State Street, St. Johns MI). Contractor shall undertake and perform all aspects of the proposal's described work as contained in the engineering and construction documents aforementioned and as described immediately below. See also Exhibit A and Street Map, attached hereto, which further delineate the projects under this contract.

SCOPE OF WORK

It is mutually understood and agreed that upon execution of this Contract, and according to the terms set forth herein, including associated bidding documents, which are hereby incorporated by reference, the contractor shall undertake to perform the following: *base preparation, asphalt surface replacement and related construction for the 2021 street improvement program as depicted in the design plans and project*

documents, and the attached Exhibits. These plans/project documents/exhibits are incorporated into this agreement and are an essential part thereof.

The contractor, and/or its agents, employees, and/or subcontractors shall perform, provide and furnish, at their expense, all labor, materials, tools, equipment and transportation services required to perform and complete, in a professional and workmanlike manner, the work required for the construction and installation of said upgrades and improvements.

SPECIFICATIONS

It is further understood and agreed, by and between the parties hereto that the specifications found in the aforementioned project documents, drawings, plans and other written materials shall be incorporated by reference into this contract and shall be binding in the performance of this contract.

CONSIDERATION

It is further mutually understood and agreed by and between the parties that the cost to the city for this work is **\$650,000.00 (six hundred and fifty thousand dollars)** and shall be binding on the parties unless adjustments are made consistent with the provisions of this contract.

CITY INSPECTION

It is mutually understood and agreed that the city may furnish, at its expense, a duly qualified engineer of its choosing, or other designated inspectors, employees or agents, to be present at times during the construction of said project.

APPROVALS-PERMITS

It is mutually understood and agreed that the contractor shall not undertake to commence or continue construction until such time as the necessary certificates of approval from the appropriate governmental agencies are obtained as required by applicable local, state and federal law.

STATUS OF CONTRACTOR

It is further understood and agreed that the contractor, their agents, employees, or other subcontractors shall, at all times, be deemed independent contractors and shall not be deemed or considered in any way, an employee or agent of the CITY OF ST. JOHNS for any purpose whatsoever.

INSURANCE

COMMERCIAL GENERAL LIABILITY: The contractor, their agents, employees and/or subcontractors shall each and all provide statutory workers compensation coverage for all their employees as required by Michigan law and shall further provide bodily injury and property damage liability insurance in an amount no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. They shall furnish to the city, if requested, a certificate of such insurance, verifying that the required insurance is in effect. Said insurance shall further be maintained and the premiums paid by the contractor during the term of this contract and any extensions thereof. The City shall be listed as a "named insured" on the policy.

COMMERCIAL AUTO INSURANCE: \$1,000,000 minimum for all owned, hired and non-owned vehicles.

WORKER'S COMPENSATION: As required by law, including employer's liability coverage in the amount of \$500,000.

HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all responsibility for injuries, including death or damages sustained or claimed to be sustained, by its employees, or by any other persons for bodily injury and/or property damage or loss, including loss of the property of the CITY OF ST. JOHNS sustained or claimed on account of, or as a result of or as a result of, the work or operations of the contractor hereunder, or in connection herewith, and contractor shall assume all liabilities and all claims, demands, payments, actions, and legal proceedings, recoveries, judgments, orders, and decrees of every nature and description, brought or recovered against the contractor or the city, or both of them, by reason of any act or omission of the contractor, its agents or employees, or its subcontractors, in the execution of said work or the contractor's performance hereunder.

CHANGE ORDERS

The parties understand changes in the contract, or any modification thereto, shall be negotiated between the parties as to price and the work to be done. These modifications shall be reduced to a contract amendment signed by the parties or other written notation agreed to by the parties as proof of said mutually agreed-upon change and shall otherwise comply with the City Charter, ordinances and City policies regarding same.

DEFAULT

If the contractor shall default in the completion of the construction, as set forth herein, the city may cause the contract to be completed by its own employees and personnel or by another contractor and shall charge the cost thereof to MICHIGAN PAVING AND

MATERIALS CO., who shall then be liable to the city for all expenses so incurred. This provision does not limit the City to any other remedy at law or equity it wishes to pursue in the event of a default by Contractor.

INTEGRATION AGREEMENT

This contract, together with any attachments and documents referred to herein, contains the entire contract and understanding between the parties. There are no other oral understandings, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this contract or the attached or referred-to documents, plans, drawings and similar writings. All prior understandings, terms or conditions are deemed merged in this contract. Any inconsistencies between this writing and any other associated documents shall be interpreted in favor of the City.

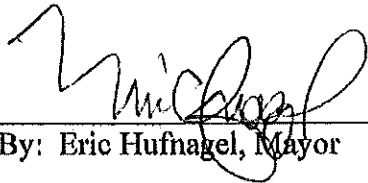
TERM OF CONTRACT

It is understood and agreed between the parties hereto that the project contemplated under this contract, and the work covered herein, shall be commenced by April 1, 2021 and completed by the contractor on or about September 30, 2021, with an understanding between the parties these are target dates which may be affected by weather and other circumstances beyond the control of contractor.

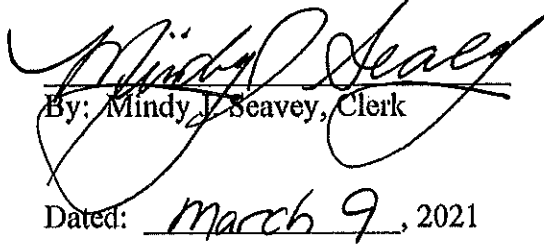
The parties execute this contract by having duly authorized agents affix their signatures as found below:

SIGNATURE LINES ON FOLLOWING PAGE 6

CITY OF ST. JOHNS


By: Eric Hufnagel, Mayor

Dated: March 9, 2021


By: Mindy Seavey, Clerk
Dated: March 9, 2021

MICHIGAN PAVING AND MATERIALS

Aaron
Downing

Digitally signed by Aaron Downing
DN: cn=Aaron Downing, o,
ou=Michigan Paving and Materials,
email=aadowning@mipmc.com, c=US
Date: 2021.03.10 15:03:19 -05'00'

By: Aaron Downing
Its: Area Manager

Dated: March 10, 2021

Drafted by:

John B. Salemi
St. Johns City Attorney
100 E State Street, suite 1100
PO Box 226
St Johns MI 48879
989-640-1658

2021 STREET / PARKING LOT IMPROVEMENTS

EMMONS STREET (PARK STREET TO CIS RAIL TRAIL)

PROSPECT STREET (PARK STREET TO WALKER STREET)

JOHNELLA ESTATES (DAISY LN, KELCRASTA DR, CHALEN DR, LOIS LN, LOREN CT)

HAWTHORN GROVE (GLASTONBURY DRIVE, LAVALLE CT)

STEEL STREET (PORTION NEAR CEMETERY)

WALKER ROAD (LANSING STREET TO US 127 BR)

CLINTON AVENUE (US 127 BR TO WALKER ROAD – GRAVEL PORTION)

PARK DRIVE (PARK ENTRANCE ADJACENT TO SPRAY PARK WHICH LEADS TO MAIN PAVILION)

TENNIS COURTS PARKING – PARK STREET

SCOTT ROAD CHIP SEAL (US 127 BR TO GIBBS STREET – PROJECT LIMITS NOT FINALIZED)

TOWNSEND ROAD CHIP SEAL (US 127 TO MIDDLE SCHOOL – PROJECT LIMITS NOT FINALIZED)

SPRING STREET (SECTION BETWEEN HIGHAM ST AND RAILROAD STREET NOT COMPLETED IN 2020)

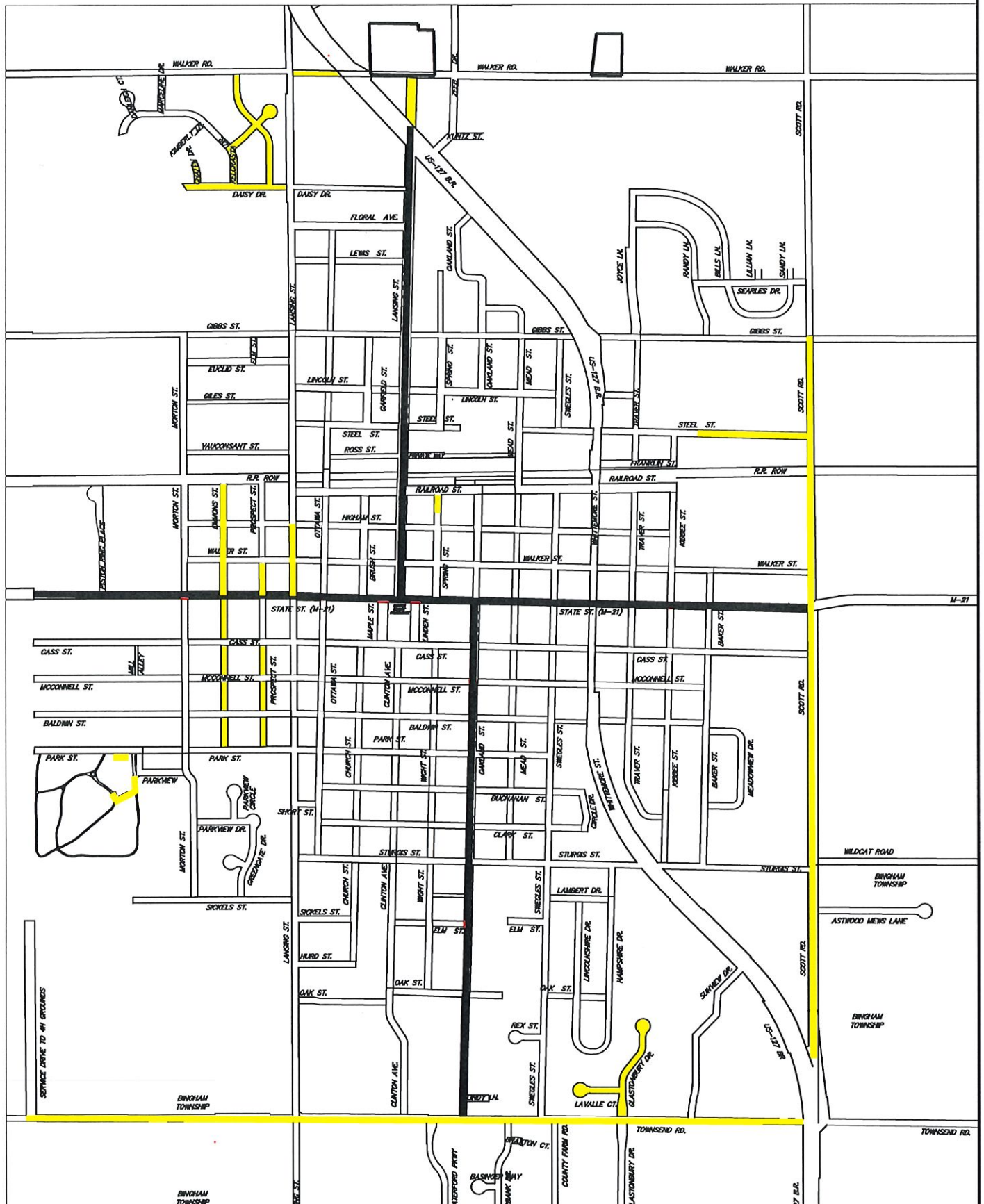
LANSING STREET (M-21 TO HIGHAM STREET – JOINT REPAIRS)

OTT LOT / FIRE DEPARTMENT SIDEWALK & CURB AND GUTTER UPGRADES (M-21)

Ex. A

CITY OF ST. JOHNS

2021 STREET PROJECTS



CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
Monday, March 18, 2024

Department: Police	Attachments:	Submitted to CA for Review
Subject: <i>Renewal of Police Department Lawn Maintenance Services.</i>	[X] 24 Month Smith Lawn Care Agreement (Previously approved/No new amendments) [] []	N/A
Prepared by: David Kirk, Chief of Police	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: This request is to renew the agreement for lawn maintenance services for the Police Department with Smith Lawn Care for 2024 and 2025.

BACKGROUND/DISCUSSION: These services have been provided by Smith Lawn Care for four years. The current agreement language was reviewed by City Attorney when initially implemented and the terms remain unchanged. The agreement has expired so this request is simply to renew the agreement and continue those services.

STRATEGIC PLAN OBJECTIVE: A primary objective of the strategic plan is for departments to foster and sustain a high level of public confidence. Maintenance of the grounds at the Police Department is forward facing in a high traffic area. Sustaining a professional and well-groomed appearance is instrumental in supporting the desired public confidence.

FISCAL IMPACT: The total expenditure request for this service is \$4,161.00 annually. The pay schedule for the agreement is 7 payments for \$593.43 which covers Spring cleanup, mowing and Fall clean up. To reduce administrative processes related to this service, we are requesting a 2-year agreement as opposed to the former agreement which expired after one year. The terms of the agreement as well as the related expense for the 2-year agreement remain unchanged from year 1 to year 2.

This request is an anticipated expense that has been part of the annual budget for the previous 4 cycles. Those funds have been included in and would be available in the Building Maintenance line item #101-301-931.000.

RECOMMENDATION: *Staff recommends the City Commission authorize the Mayor to sign and approve the 24 month renewal of Police Department lawn maintenance services with Smith Lawncare.*



Service Proposal

**ST. JOHNS POLICE DEPARTMENT
409 SOUTH WHITTEMORE STREET
SAINT JOHNS, MICHIGAN 48879**

Sales: Ransom Catlin

SJPD - 2024 Maintenance Services

109 East State Street Saint Johns, Michigan 48879

Est ID: EST2403229

Date: Jan-31-2024

CONTRACT SERVICES	Billing Type	Season Price
Mowing	Per Season	\$2,940.00

Includes trimming and blowing of grass clippings

Fertilizing & Weed Control	Per Season	\$656.00
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4 Lawn applications per season include:

Early Spring - Pre-Emergent for Crabgrass & Fertilizer

Late Spring - Fertilizer & Weed Control

Late Summer - Fertilizer & Weed Control

Early Fall - Fertilizer & Weed Control

Monthly Maintenance	Per Season	\$390.00
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Vegetation control (weeding) of landscape beds, parking lot, and sidewalks; grooming of property

Roundup will be applied as needed

Spring Cleanup	Per Season	\$175.00
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Smith Lawns Apes LLC.
504 E. Steel St
St. Johns, Michigan
48879

P.9892249211

WWW.SMITHLAWNSCAPES.COM
ransom@smithlawnsapes.com

CONTRACT SERVICES	Billing Type	Season Price
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Leaf/debris removal & disposal

SubTotal (All Contract Services) \$4,161.00

Taxes \$0.00

Total (All Contract Services) \$4,161.00

The total price of all seasonal services is \$4,161.00 collected in 7 payments of \$594.43 per payment (\$594.43 after tax).

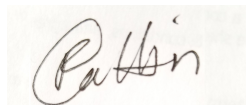
(Circle One) 1 Year Agreement 2 Year Agreement

General Terms & Conditions:

- The contract service period begins April 15th and ends November 15th of each year.
- Smith Lawnsapes (Contractor) will perform the required services within a reasonable time after acceptance of this proposal, subject to delays occasioned by fires, floods, adverse weather & other causes, and provided that Contractor is not obstructed or delayed in the completion of its works by acts, neglects, delays or defaults of someone other than the Contractor.
- Contractor is not required to continue with any services at any time after you are in default of payment.
- The undersigned hereby authorizes Smith Lawnsapes to operate any and all necessary vehicles or equipment on my property. Undersigned acknowledges & understands that there are inherent risks of property damage that may result from the use of needed equipment and vehicles to complete project, such as scratches to concrete or asphalt, cracks in concrete from heavy equipment, damage to unseen irrigation heads etc.
- With the above understanding, undersigned hereby agree to release, indemnify, and hold the contractor harmless from any and all damages that may be caused indirectly by the contractor, unless contractor is proven negligent.
- Undersigned will notify the contractor of any fault, error or mistake occurring in the workmanship, within 10 days of learning of such fault, error or mistake. The contractor shall have thirty (30) days after such notice to correct the fault, error or mistake.
- No legal action shall be taken against the Contractor without such notification & opportunity to correct first occurring. ~~In the event that you fail to notify the Contractor of any fault, error or mistake and/or fail to provide the Contractor with the opportunity to correct such fault, error or mistake, then you shall indemnify and hold the Contractor harmless from any and all claims that may arise from such fault, error or mistake.~~
- In the case of any landscaping services that require excavation of any kind or nature you acknowledge that the contractor has explained to you and you agree that it is possible for materials to settle after service is completed by contractor that may require additional landscaping services including materials and labor. Contractor is not obligated to perform any such additional services and in the case that contractor does perform the same, materials and labor shall be paid by you. This payment by you to the contractor is in addition to the contract prices herein before provided, and shall be paid by you in the same manner as provided in the above proposal.
- This proposal when accepted, shall constitute a contract superseding any previous agreement or commitments, verbal or written between the parties, and there shall be no variations from or additions hereto unless agreed upon in writing, except as otherwise provided herein.
- Acts of Mother Nature void warranty such as flood, erosion, drought, animals.

I have read and understand this agreement, and agree to all provisions.

Estimate authorized by:



Ransom Catlin

Estimate approved by:

Signature Date:

01/31/2024

Signature Date:

Email:

Ransom@smithlawnsclapes.com

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
March 18, 2024

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Permission for City Manager to Perform Minimal Consulting Services</i>	[] n/a [] []	[N/A] [N/A] [N/A]
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: Over the course of my career, I have been blessed with vast managerial, project/construction management, and technical engineer-based experiences. These career-based characteristics are not common and are sought after to guide start-up companies, entrepreneurs, and software developers in approaching municipal and consultant-based markets. I have been tapped over the last 6+ years to offer occasional input on varying technical and managerial topics.

An excerpt of my employment contract states the following: “Section 13: Outside Activities
The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may elect to accept limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with or cause a conflict of interest with Employee's responsibilities pursuant to this Agreement and are previously approved by formal action by the City Commission.”

Pursuant to Section 13 of my employment contract I am requesting permission to participate in consulting opportunities on average one to three hours per month but at no time more than ten hours per month.

BACKGROUND/DISCUSSION: n/a

STRATEGIC PLAN OBJECTIVE: n/a

FISCAL IMPACT: n/a

RECOMMENDATION: To permit City Manager Gamble to participate in consulting opportunities on average one to three hours per month but at no time more than ten hours per month pursuant to the permissions outlined in his employment contract.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
March 18, 2024

Department: Public Works	Attachments:	Submitted to CA for Review
Subject: Sidewalk Replacement Program	<i>[X] Bee's Prepp and Asphalt</i> <i>[X] Marc Gram Masonry & Concrete</i> <i>[X] Able Concrete</i> <i>[X] Supreme Concrete & Restoration LLC.</i> <i>[X] Jon Seifert Construction</i> <i>[X] Bearstone Construction</i> <i>[X] Better 2 Enterprises</i> <i>[X] Leavitt & Starek Excavating Inc.</i>	[n/a]
Prepared by: Jeremy Ritter Supervisor of Department of Public Works	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The Sidewalk replacement program is going to be using funds from the 2023-2028 street millage for the project. Staff will be utilizing the recently completed sidewalk inventory and condition assessment GIS map to work on designate priority one areas first. The project size will be determined by the unit pricing that we receive from the contractors to meet but not exceed the budgeted amount of \$50,000.

BACKGROUND/DISCUSSION: The sidewalk assessment map shows data where areas of sidewalk need replacement to increase walkability around the City. On March 11, 2024 there was a bid opening for the replacement of the existing sidewalks. There was a total of 8 different contractors who bid on this project. Supreme Concrete & Restoration LLC. Submitted the best unit pricing for sidewalk replacement. Members of this new startup company have previously worked for Bee's Prepp & Asphalt which have performed several projects around the City for the last several years repairing curb, sidewalks, and Asphalt patching.

STRATEGIC PLAN OBJECTIVE: The This project has been on the staff's agenda to make safer walking routes around the City. The information from the sidewalk assessment shows in detail areas where sidewalks need to be repaired.

FISCAL IMPACT: Staff intend to use the budgeted amount of \$50,000 toward the sidewalk program. This project has funds available in 2023-28 Street Millage under budget line number 203-463-818.203.

RECOMMENDATION: Staff recommends the City Commission approve the bid of Supreme Concrete & Restoration LLC. for the Sidewalk Replacement Program.

Bees Asphalt & Concrete
1035 Beech St.
Lansing, MI 48912

VIII. Bid Proposal

I/We agree to the installation of Sidewalk, ADA Ramps, and curb per the City of St. Johns Construction Standards. The sidewalk and ADA ramp removal, replacement, and restoration shall be bid utilizing a price per square foot. The curb removal, replacement, and restoration shall be bid utilizing a price per lineal foot.

Unit pricing for Sidewalks /sqft. R&R 4" SW \$11.00/SF, R&R 6" SW \$13.00/SF,
Unit pricing for ADA Ramps /sqft. R&R ADA Ramps = \$17.00/SF ADA Pad install 375
Unit pricing for curb /lin.ft. R&R Detail F4 = 30.00/ft
Restoration: 26.50 SYD.

The amount in words

Sidewalks/sqft. _____

ADA Ramps/sqft. _____

Curb /lin.ft. _____

The undersigned agrees that this proposal shall be effective for a period of thirty (30) days from the date established for opening of all bids.

Signature [Signature] Date 3/6/24

Print Name Annette Gonzales Fax -

Company Bees Asphalt Cell 517 9937974

Address 1035 Beech St. Lansing, MI 48912

Email Beesasphalt@yahoo.com

FED ID# 45-1862653 Company Phone Number 517-977-0699

VIII. Bid Proposal

I/We agree to the installation of Sidewalk, ADA Ramps, and curb per the City of St. Johns Construction Standards. The sidewalk and ADA ramp removal, replacement, and restoration shall be bid utilizing a price per square foot. The curb removal, replacement, and restoration shall be bid utilizing a price per lineal foot.

Unit pricing for Sidewalks /sqft.

\$11 per sq. ft.

Unit pricing for ADA Ramps /sqft.

\$22 per sq. ft.

Unit pricing for curb /lin.ft.

\$35 per lin ft.

The amount in words

Sidewalks/sqft.

The amount charged for sidewalks will be eleven dollars per square foot.

ADA Ramps/sqft.

The amount charged for ADA ramps will be twenty-two dollars per square foot.

Curb /lin.ft.

The amount charged for curbs will be thirty-five dollars per lineal foot.

The undersigned agrees that this proposal shall be effective for a period of thirty (30) days from the date established for opening of all bids.

Signature: _____



Date: March 05, 2024

Print Name: Marc R. Grams

Fax: None

Company: Marc Grams Masonry and Concrete, LLC

Cell: 517.819.8674

Address: [3283 W. Centerline Road, St. Johns, Michigan 48879](#)

Email: mgrams77@gmail.com

FED ID#: [82-3333311](#) Company Phone Number: [517.819.8674](#)

VIII. Bid Proposal

I/We agree to the installation of Sidewalk, ADA Ramps, and curb per the City of St. Johns Construction Standards. The sidewalk and ADA ramp removal, replacement, and restoration shall be bid utilizing a price per square foot. The curb removal, replacement, and restoration shall be bid utilizing a price per lineal foot.

Unit pricing for Sidewalks /sqft. \$17.00 SQFT *Excludes tree root removal.

Unit pricing for ADA Ramps /sqft. \$19.89 SFT *Excludes truncated domes.

Unit pricing for curb /lin.ft. \$60 LFT *Excludes asphalt patch back, (Add) \$350.00 per ton placed.

The amount in words

Sidewalks/sqft. Seventeen dollars per square foot.

ADA Ramps/sqft. Nineteen dollars and Eighty-Nine cents per square foot

Curb /lin.ft. Sixty dollars per lineal foot.

The undersigned agrees that this proposal shall be effective for a period of thirty (30) days from the date established for opening of all bids.

Signature_____ Date: 03/01/2024

Print Name: Brian Wargo

Fax: (517) 371-4608

Company: Able Concrete Inc

Cell: 517-489-1372

Address: 11323 S Us 27 DeWitt, MI 48820

Email: bwargo@ableconcrete.com

FED ID#_38-3225559

Company Phone Number: (517) 371-

VIII. Bid Proposal

I/We agree to the installation of Sidewalk, ADA Ramps, and curb per the City of St. Johns Construction Standards. The sidewalk and ADA ramp removal, replacement, and restoration shall be bid utilizing a price per square foot. The curb removal, replacement, and restoration shall be bid utilizing a price per lineal foot.

Unit pricing for Sidewalks /sqft.

\$ 7.95

Unit pricing for ADA Ramps /sqft.

\$ 9.25

Unit pricing for curb /lin.ft.

\$ 38.50

The unit amount in words

Sidewalks/sqft.

Seven dollars and ninety Five cents

ADA Ramps/sqft.

Nine dollars and Twenty Five cents

Curb /lin.ft.

thirty eight dollars and Fifty cents

The undersigned agrees that this proposal shall be effective for a period of thirty (30) days from the date established for opening of all bids.

Signature

[Signature]

Date

3-7-24

Print Name

Alfonso F Reyna

Fax

Supreme construction

Company

F Restoration LLC

Cell

517-614-9358

Address

1461 Weymouth Ct Lansing mi 48911

Email

SupremeConstruction517@gmail.com

92-0875212

FED ID#

Company Phone Number

517-862-6851

VIII. Bid Proposal

I/We agree to the installation of Sidewalk, ADA Ramps, and curb per the City of St. Johns Construction Standards. The sidewalk and ADA ramp removal, replacement, and restoration shall be bid utilizing a price per square foot. The curb removal, replacement, and restoration shall be bid utilizing a price per lineal foot.

Unit pricing for Sidewalks /sqft.

4" \$8.30 / sqft * concrete prices include removal, replacement + restoration
6" \$9.30 / sqft

Unit pricing for ADA Ramps /sqft.

\$101.30 / sqft * price includes removal, replacement + restoration

Unit pricing for curb /lin.ft.

\$50.00 / lin.ft. * price includes removal, replacement + restoration

The amount in words

Sidewalks/sqft.

4" Eight dollars and thirty cents per sqft

6" Nine dollars and thirty cents per sqft

ADA Ramps/sqft.

One hundred one dollars and thirty cents per sqft

Curb /lin.ft.

Fifty dollars per lin.ft.

The undersigned agrees that this proposal shall be effective for a period of thirty (30) days from the date established for opening of all bids.

Signature Jon Seifert
Date 3-11-24

Print Name Jon Seifert
Fax 989-847-2183

Company Seifert Concrete
Cell 989-620-0158

Address 5951 S. State Rd Ithaca MI 48847

Email Seifert_jon@yahoo.com

FED ID# 82-4694561 Company Phone
Number 989-620-0158

VIII. Bid Proposal

I/We agree to the installation of Sidewalk, ADA Ramps, and curb per the City of St. Johns Construction Standards. The sidewalk and ADA ramp removal, replacement, and restoration shall be bid utilizing a price per square foot. The curb removal, replacement, and restoration shall be bid utilizing a price per lineal foot.

Unit pricing for Sidewalks /sqft.

\$11.75

Unit pricing for ADA Ramps /sqft. \$12.75

Unit pricing for curb /lin.ft. \$55

The unit amount in words

Sidewalks/sqft.

Eleven Dollars AND Seventy ^{Five} Cents

ADA Ramps/sqft.

Twelve Dollars AND Seventy Five Cents

Curb /lin.ft.

Fifty Five Dollars AND Zero Cents

The undersigned agrees that this proposal shall be effective for a period of thirty (30) days from the date established for opening of all bids.

Signature



Date

3-11-2024

Print Name

Jerry Jubb

Fax

Company Bearstone Construction Cell (517)898-3840

Address 4212 Drumheller Rd Bath MI 48808

Email jerry@bearstoneconstruction.com

FED ID# 82-5469855 Company Phone Number (517)903-6037

VIII. Bid Proposal

I/We agree to the installation of Sidewalk, ADA Ramps, and curb per the City of St. Johns Construction Standards. The sidewalk and ADA ramp removal, replacement, and restoration shall be bid utilizing a price per square foot. The curb removal, replacement, and restoration shall be bid utilizing a price per lineal foot.

Unit pricing for Sidewalks /sqft.

7 95

Unit pricing for ADA Ramps /sqft. 50⁰⁰

Unit pricing for curb /lin.ft. 55⁰⁰

The unit amount in words

Sidewalks/sqft.

Seven dollars and Ninety five cents sq ft

ADA Ramps/sqft.

fifty dollars sq ft

Curb /lin.ft.

fifty five dollars lin.ft

The undersigned agrees that this proposal shall be effective for a period of thirty (30) days from the date established for opening of all bids.

Signature

[Signature]

Date

3-11-24

Print Name

Steve Hoadley

Fax

N/A

Company

Better 2 Enterprises

Cell

810-397-5000

Address

2305 Dodge rd Montrose MD 28457

Email

Stevehoadley2016@gmail.com

FED ID#

38-365862

Company Phone Number

810 397-5000

VIII. Bid Proposal

I/We agree to the installation of Sidewalk, ADA Ramps, and curb per the City of St. Johns Construction Standards. The sidewalk and ADA ramp removal, replacement, and restoration shall be bid utilizing a price per square foot. The curb removal, replacement, and restoration shall be bid utilizing a price per lineal foot.

Unit pricing for Sidewalks /sqft.

\$ 35.00

Unit pricing for ADA Ramps /sqft.

\$ 45.00

Unit pricing for curb /lin.ft.

\$ 110.00

The unit amount in words

Sidewalks/sqft.

thirty five and no/100

ADA Ramps/sqft.

forty five and no/100

Curb /lin.ft.

one hundred ten and no/100

The undersigned agrees that this proposal shall be effective for a period of thirty (30) days from the date established for opening of all bids.

Signature

Tom

Date

march 11, 2024

Print Name

Tom Stuck

Fax

517-338-0707

Company

Heckman Starch
Excavating, Inc.

Cell

Address

16220 Notional Parkway, Lansing, MI 48906

Email

FED ID# 45-4335441

Company Phone Number

517-323-7030

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
Monday, March 18th, 2024

Department: Police	Attachments: N/A	Submitted to CA for Review
Subject: Extension of Parking Citation Authority to Code Enforcement.	[X] N/A [] []	N/A
Prepared by: David Kirk Chief of Police	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: It has been recognized that to achieve the balance of parking availability with varying purposes, enforcement of time limited parking in the downtown core area as identified in master plan needs to be routinely and consistently enforced. Recent court decisions disallowing the marking of tires has presented challenges to what had previously been relatively easily executed work tasks. Additionally, it has been noted that processes related to the enforcement of ordinances as they relate to parked vehicles was structured in such a way that often times the ordinance issue at hand could be resolved with the issuance of a parking ticket. It is believed that changes to the execution of ordinances could result in a more timely and efficient end result.

BACKGROUND/DISCUSSION: Parking enforcement, particularly related to the core downtown has routinely presented challenges due to the diversity of parking related priorities that exist. Discussions during planning sessions consistently reach an objective of balancing enforcement without discouraging patronization of downtown businesses due to excessive or overly restrictive enforcement. If approved, police department enforcement augmented by non-police department personnel will create the desired balance of consistent but not oppressive regulation so that all interests within that area are accommodated. This proposal includes dedicated twice weekly enforcement of downtown parking, one being completed by day shift Police Officers and the other by the Ordinance Enforcement Officer. Additionally, the authorization to issue citations will streamline ordinance enforcement process allowing matters to be acted upon during initial contacts with identified violations.

STRATEGIC PLAN OBJECTIVE: This action addresses the city's strategic plan as it relates to parking as specifically indicated in the "Downtown Core Parking" section on page 49 of the plan. The listed objective stating "...shared parking should be encouraged" is one focus of this request. The second addresses the Master Plan Principle of conserving and protecting property values by discouraging incompatible developments in surrounding neighborhoods. Enabling the Ordinance Enforcement Officer to issue citations during first contact with violations will increase efficiency and speed the resolution of often unsightly vehicles at residences.

FISCAL IMPACT: This proposal will have no adverse impact on the budget. In fact, there is the potential for additional revenue being generated through the issuance of citations by the Ordinance Enforcement Officers.

RECOMMENDATION: : Staff recommends that the City Commission, in cooperation with the Chief of Police and City Manager, extend parking citation issuance authority to Ordinance Enforcement Officer Jessica Austin.



AGENDA

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
March 18, 2024

Department: Administration	Attachments:	Submitted to CA for Review
Subject: Second Reading and Consideration of Ordinance to Establish A Social District	[X] Resolution Establishing Social District [X] <i>Proposed</i> Social District Ordinance [X] <i>Draft</i> Management and Maintenance Plan for Social District [X] <i>Draft</i> Permit Application to be supplied at meeting for review and approval	[X] [X] [X] [X]
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: At the February 26, 2024 City Commission meeting the first reading of the proposed Social District ordinance was approved as well as the proposed Management and Maintenance Plan. This meeting will present the second reading resolution of the ordinance as well as the official approval of the related support documents.

BACKGROUND/DISCUSSION: At the January 22, 2024 City Commission meeting a presentation was made summarizing the activity, meetings, and discussions had over the creation of a social district in the downtown area of St. Johns. This discussion led to the consensus of the Commission to direct the administration to proceed in creating the respective ordinance and formalizing the related plans and permits necessary to enact said ordinance. These documents were presented at the February 26, 2024 meeting and the first reading of the ordinance was approved.

Over the past several months the DDA has been investigating the possibilities of forming a Social District in the downtown environment. PA 124 of 2020 states that “the governing body of a local governmental unit may designate a Social District within its jurisdiction. Qualified licensees, whose licensed premises are contiguous to the commons area within the Social District, and that have been approved for and issued a Social District Permit, may sell alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the Social District.” The DDA performed extensive study on this topic, including polling local and regional parties as to their preferences and general opinions.

STRATEGIC PLAN OBJECTIVE: Maintaining a strong, vibrant, and activated downtown is directly correlated to the health of the City.

FISCAL IMPACT: There is no additional fiscal impact to the City other than current contributions that the City makes to the DDA. The DDA has indicated that they will fund most if

not all the startup/establishment costs of the district, if approved, and incorporate said costs into their budget.

RECOMMENDATION: That the Commission consider the adoption of changes to the City ordinances via a second reading of proposed changes necessary to create a social district in the downtown area and recommend approval of :

- the resolution establishing a social district, and
- approval of the Management and Maintenance Planit and Permit Application

PROOF OF PUBLICATION



PO Box 630491 Cincinnati, OH 45263-0491

CITY OF ST JOHNS
Accounts Payable
100 E State St
Saint Johns MI 48879-1579

STATE OF MICHIGAN, COUNTY OF MACOMB }ss

The Lansing State Journal, a newspaper published in the city of Lansing, Ingham County, State of Michigan, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

03/03/2024

and that the fees charged are legal.
Subscribed and sworn to before me on 03/03/2024

TYNA SMITH

GINA HUFF
Notary Public State of Michigan
County of Livingston
My commission expires March 9, 2029
Acting in the County of Macomb

**NOTICE
ST JOHNS CITY COMMISSION
ORDINANCE**
Notice is hereby given that the St. Johns City Commission will consider an ordinance at a regular meeting held on Monday, March 18, 2024 at 6:00 p.m., Room #2200 (2nd Floor) of the Courthouse located at 100 E. State St., St. Johns, MI.
1. An Ordinance to Create and Regulate a Downtown Social District.
A copy of the complete text of the proposed ordinance can be reviewed or obtained through the St. Johns City Clerk's Office, 100 E. State St., Suite 1100, St. Johns MI 48879.
Mindy J. Seavey, City Clerk
NOTICE: People with disabilities needing accommodations for effective participation in the meeting should contact the City Clerk at (989) 224-8944 at least two (2) working days in advance of the meeting. An attempt will be made to make reasonable accommodations.
LSJ-9905386 3/3/2024

Publication Cost: \$158.00
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**CITY OF ST. JOHNS
RESOLUTION #9-2024**

**RESOLUTION TO ADOPT
AN ORDINANCE TO CREATE AND REGULATE A DOWNTOWN SOCIAL
DISTRICT AND APPROVE SOCIAL DISTRICT MANAGEMENT AND
MAINTENANCE PLAN**

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 _____, 2024 at 6:00 p.m., Local Time.

Present: _____

Absent: _____

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

WHEREAS, on December 27, 2023, the St. Johns Principal Shopping District and Downtown Development Authority (“PSD”) voted to approve the recommendation of forming a social district in downtown St. Johns; and

WHEREAS, as a result, the PSD recommended that the City amend Chapter 111 (entitled *Alcoholic Beverages*) by adopting Section 111.10 (entitled *City Designated Social District*) of Title XI (entitled *Business Regulations*) of the Code of Ordinances of the City of St. Johns, to allow the City to create a social district that encompasses all qualified licensees within the downtown and allows for consumption of alcohol at multiple locations throughout the district; and

WHEREAS, pursuant to the “Ordinances” chapter of the City of St. Johns Charter (“Charter”), the City has the authority to amend the Code of Ordinances; and

WHEREAS, pursuant to Section 5 of the Charter, at its meeting on February 19, 2024, the City introduced Ordinance No. _____, An Ordinance to Create and Regulate a Downtown Social District (“Ordinance”); and

WHEREAS, the City desires to adopt the Ordinance.

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

1. The City adopts Ordinance No. _____, An Ordinance to Create and Regulate a Downtown Social District.
2. The City shall publish Ordinance No. _____, An Ordinance to Create and Regulate a Downtown Social District, as required by law.

3. The City also approves and adopts the Social District Management and Maintenance Plan attached as an exhibit to this Resolution.
4. 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 _____, 2024.

Mindy Seavey, City Clerk

CITY OF ST. JOHNS

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 111, ALCOHOLIC BEVERAGES, OF THE
CODE OF ORDINANCES BY ADOPTING SECTION 111.10, CITY DESIGNATED
SOCIAL DISTRICT**

THE CITY OF ST. JOHNS ORDAINS:

Section 1. Adoption to Chapter 111, §111.10. Section 111.10 of the City Code of Ordinances is adopted to read as follows:

§ 111.10 CITY DESIGNATED SOCIAL DISTRICT

(a) The city may designate a social district within the city and within the public rights-of-way or on public property and which contains a commons area, upon which qualified licensees that obtain a social district permit may operate. The city shall file any such designation with the State of Michigan Liquor Control Commission in compliance with the Michigan Liquor Control Code of 1998, Act 58 of 1998, as amended (the "Code").

(b) As used in this section, "qualified licensee" means any of the following: (i) a retailer that holds a license issued by the State of Michigan Liquor Control Commission, other than a special license, to sell alcoholic liquor for consumption on the licensed premises or (ii) a manufacturer who has been issued an on-premises tasting room permit, an off-premises tasting room license, or a joint off-premises testing room license, issued under section 536 of the Code.

(c) The city shall not designate a social district that would close a road outside its jurisdictional authority without permission from the governing road authority.

(d) The commons area defined by the city within a social district shall be defined and clearly marked with signs. The commons area defined by the city shall be contiguous to at least two qualified licensees.

(e) The city shall maintain the commons area in a manner that protects the health and safety of the city residents and deters public nuisance. The city shall also establish a management and maintenance plan, including hours of operation of the commons area, for each established social district. Maintenance and management plans shall be submitted by the city to the State of Michigan Liquor Control Commission.

(f) The city may revoke any social district designation if it determines that the commons area threatens the health, safety, or welfare of the public and has become a public nuisance. Before revoking the designation, the governing body must hold a public hearing. The city shall file any revocation of a social district designation with the State of Michigan Liquor Control Commission.

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 _____, 2024.

Scott Dzurka, Mayor _____

Mindy J. Seavey, Clerk _____

EXHIBIT A

CITY OF ST. JOHNS

DESIGNATION OF LAND TO BE INCLUDED WITHIN

THE SOCIAL DISTRICT





Social District Management and Maintenance Plan

January 16, 2024

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BACKGROUND

On July 1, 2020, Governor Whitmer signed House Bill 5781 into law creating the social district permit. The governing body of a local governmental unit may designate a social district within its jurisdiction. Qualified licensees whose licensed premises are contiguous to the commons area within the social district, and that have been approved for and issued a social district permit, may sell alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the social district.

The City of St. Johns (“City”), in an effort to continue the revitalization of the downtown and increase opportunities for business and recreation, is creating a social district that encompasses all qualified licensees within the downtown and allows for consumption at multiple locations throughout the district.

For these reasons, the City of St. Johns Management and Maintenance Plan (“Plan”) is developed pursuant to MCL 436.1551 and City of St. Johns Resolution No. _____. A copy of Resolution No. _____, which establishes the City of St. Johns’ Social District (“Social District”) in the City of St. Johns, is attached and incorporated hereto as Exhibit A.

Pursuant to the above authority, the City shall submit the Plan to the State of Michigan Liquor Control Commission (“Commission”) alerting the Commission of the designation of the Social District.

DISTRICT BOUNDARY AND COMMONS AREA(S)

1. Exhibit B depicts the social district boundary, the commons area(s), and location of qualifying licensees. A copy of Exhibit B is attached and incorporated hereto.
2. Exhibit C includes the names and addresses of all qualified licensees within the Social District. Current qualified licensees include:
 - a. American Legion
 - b. Bruno’s Wonder Bar
 - c. Main Street Café
 - d. Sirens Bar
 - e. St Johns Brewing Company
 - f. Swany’s Pub and Grub

A copy of Exhibit C is attached and incorporated hereto.

3. Additional commons areas may be designated if new qualified licensees are established

within the Social District, enabling a new area to meet the requirements for a commons area as defined in MCL 436.1551(8)(a).

4. Businesses may utilize outdoor space within the Social District that is adjacent to their respective building and may place tables, chairs, and benches upon written approval from the City Manager or their designee;
 - a. Tables, chairs, and benches shall be separated from parking and vehicular traffic and placed so as not to unreasonably obstruct entrances, sidewalks, and other pedestrian pathways;
 - i. Tables, chairs, and benches shall be sturdy, placed in compliance with applicable ADA requirements, and in a manner that does not otherwise constitute a safety hazard;
 - ii. Tables, chairs, and benches shall be placed in a manner that does not obstruct easy access to fire hydrants and other fire suppression equipment; and shall be placed in a manner that otherwise complies with the applicable fire prevention code;
 - iii. Tables, chairs, and benches shall be secured daily at the close of business; are the responsibility of the business; and shall be removed should they interfere with a special event or other conflicting activity and upon request from the City Manager or their designee;
 - iv. A request to place tables, chairs, and benches pursuant to subsection 4. a. shall be in writing and contain a drawn plan depicting the area within which the tables, chairs, and benches will be placed. Such a request may accompany the application for a social district permit from the City.
5. Emergency vehicle access to all properties within the Social District shall be maintained.

PERMITTED AND PROHIBITED CONDUCT

1. No business may sell any goods or services, nor operate, conduct, maintain, or manage any such business within the Social District without, in addition to the license or permit required under the City Code of Ordinances, a social district permit issued by the City Manager or their designee.
2. No business, person, or entity shall engage in the sale of alcohol within the Social District, unless otherwise permitted by the City and the Commission.
3. Qualified licensees may only sell alcoholic beverages to be consumed in approved containers in the Social District during open hours of operation of the Social District. Such

alcoholic beverages may only be sold within the confines of the premises of the qualified licensee.

4. Qualified licensees may not sell alcoholic beverages to be consumed in the Social District except within approved containers.
5. A qualified licensee shall prohibit entry into its licensed premises to any person who has within their possession a container that contains any amount of alcohol that has not been purchased from the qualified licensee.
6. Purchasers of alcoholic beverages from a qualified licensee in an approved container may carry and consume open alcohol from that container anywhere within the Social District, except as follows:
 - a. Carrying and/or consumption is prohibited within any public right of way where vehicles are permitted to travel, except within areas marked and/or signaled for pedestrian traffic, and if signaled, only when such signal indicates pedestrian crossing is permitted.
 - b. Carrying and/or consumption is prohibited within a parking lot, whether or not owned or operated by the City, unless otherwise separately authorized by the City Manager or their designee under terms and conditions specified in writing by the City Manager or their designee.
 - c. Carrying and/or consumption is prohibited within the interior confines of any business located within the Social District, except within the licensed premises from which the approved container was purchased.
7. Open alcohol purchased from other than a qualified licensee that has obtained the required social district permits is prohibited within the confines of the Social District.
8. No person shall operate any sound amplification devices, equipment, or systems within the Social District other than those systems specifically authorized by the City Manager or their designee in writing;
9. No person shall install any lighting devices, equipment, or systems within the Social District other than those systems specifically authorized by the City Manager or their designee in writing.
10. No person shall install any heating devices, equipment, or systems within the Social District other than those systems specifically authorized by the City Manager or their designee in writing.
11. No person shall cook food within the Social District, except for authorized mobile food vendors or as may be permitted by the City Manager or their designee and the Clinton County Health Department.

12. Smoking is prohibited in the Social District and any other future designated downtown social zone.

13. All other ordinances, rules, and laws remain in full force and effect within the Social District and future downtown social zones.

PUBLIC SAFETY

The Chief of Police and City of St. Johns Police Department, in conjunction with the City Manager, will provide law enforcement services to the Social District to ensure the health, safety, and welfare of the public within the designated areas. All ordinances and laws shall be enforced within the Social District as they otherwise would be in all other areas of the City. The St. Johns Fire Department will respond to all fire, rescue, and EMS-related issues within the Social District.

WASTE MANAGEMENT

Trash receptacles will be available throughout the Social District sufficient to provide for the optimal cleanliness of the Social District. If needed, new receptacles for permanent/long-term use will be provided and will match those placed elsewhere throughout downtown. The City Manager will provide for the regular pick up and disposal of trash from these receptacles. Such regular pick up shall be scheduled with enough frequency to avoid receptacles to become overflowing.

HOURS OF OPERATION

Standard hours of operation within the Social District will run from 11 a.m. until 10 p.m. Tuesday through Saturday, which hours are subject to change at the discretion of the City Manager with guidance from the St. Johns City Commission at any time. When practical, 24 hours' notice of change in hours of operation shall be provided to qualified licensees. Upon determination of a change in hours of operation, notice of such change shall be posted by the City Manager or their designee at the Clinton County Courthouse, on the City's website, on the signs designated in this Plan, and any other place or on any other forum as determined appropriate by the City Manager. Temporary commons areas may request special hours of operation in conjunction with an event planned within the Social District through the City's special event application.

SIGNAGE

1. Signage will be placed throughout the Social District to denote the boundaries of the Social District and its designated consumption areas as depicted in Exhibit B and bearing the duly adopted logo of the Social District as described herein. Some signage may include a QR code linked to a webpage which includes key information pertaining to the Social District. Such information may include, but is not limited to, hours of operation, a list of social district permit holders, and any upcoming special events.
2. Signs may be posted using any of the following methods, where appropriate:
 - a. Using stanchions
 - b. On building walls

- c. On streetlamps or other posts
 - d. At entrances/exits to social district permit holders
 - e. On the sidewalk
3. Social district permit holders will be required to post signage within, or affixed to, their establishment which includes the Social District's standard hours of operations and map of commons areas.
 4. The signs shall clearly identify which side of the boundary is inclusive of the Social District and shall state that alcoholic beverages are prohibited outside the confines of the Social District.
 5. Within a prominent and high traffic area within the Social District, a large sign shall display all information required by this section, and in addition shall state the following:
 - a. Alcoholic beverages may not be purchased or sold outside the licensed premises of a qualified licensee.
 - b. Glass containers are prohibited.
 - c. Alcoholic beverages except those purchased from a qualified licensee and consumed from an approved container are prohibited within the Social Zone.
 - d. Patrons may not enter the premises of any other business while in possession of an alcoholic beverage, except the premises of the qualified licensee from where it was purchased.
 - e. Possession of alcohol within streets and parking lots is prohibited. Street crossing is permitted only within crosswalks at intersections.
 - f. Possession of alcohol upon railroad tracks is prohibited.
 - g. A full copy of Resolution No. _____ and the Plan for the Social District may be obtained from the office of the St. Johns City Clerk during normal business hours.

BEVERAGE CONTAINERS AND LOGO

1. A district logo has been designed and is shown in Exhibit D. The stickers featuring the logo of the Social District will be acquired from the Principal Shopping District ("PSD") Executive Director.
2. Businesses are required to indicate a drink has been sold by their establishment by including district logo and the business's logo, trade name, or other feature unique to the social district permittee on the cup itself.

3. An approved container shall mean one that:

- a. Prominently displays the trade name or logo or some other mark that is unique to the qualified licensee that sold the alcohol or other beverage within the container;
- b. Prominently displays the logo depicted in Exhibit D;
- c. Is not glass;
- d. Has a liquid capacity that does not exceed 16 ounces; and
- e. Contains alcohol or other beverage that was sold at or near the time of possession or consumption by the qualified licensee whose logo is depicted on the container.

TEMPORARY COMMONS AREAS & SPECIAL EVENTS

Events planned within the Social District may request a temporary commons area and special hours of operation in conjunction with the planned event. Temporary commons areas may occur on public streets if the street is closed to all vehicle traffic with the exception of emergency vehicles. Temporary commons areas, special hours of operation, and requests for additional waste management services will be reviewed and approved by the City in writing in conjunction with the standard event application.

Some permanent/fixed district signage may include a QR code link to a webpage where information regarding the Social District will be available, including planned alterations to the Social District commons areas and hours of operation.

APPLICATION PROCESS AND COMMUNICATION

Each eligible establishment must apply to the State of Michigan for their permit. The permit requires a letter of approval from the local unit of government which would be the City of St. Johns. Please contact the PSD Executive Director for guidance on completing the application (psdcityofjs@gmail.com, 989-224-8944 Ext 233). Social district permit holders will be required to submit an email address to the PSD Executive Director for use when communicating important information that pertains to the Social District. Such information may include, but is not limited to, upcoming special events and temporary commons areas.

INSURANCE REQUIREMENTS

The City Manager shall cause its municipal insurance coverage to be updated as necessary to provide for adequate coverage in all areas incidental to the City's designation of the Social District. Applicants for a social district permit shall list the City as an additional insured prior to the issuance of a social district permit from the City.

REVIEW

This Plan shall be reviewed upon the expiration of 90 days from the initial opening of the Social District, and annually thereafter, to determine if any amendment is necessary to ensure the health,

safety, and welfare of the public or has become a public nuisance. The City has the discretion to revoke the designation of the Social District under such circumstance to be filed with the Michigan Liquor Control Commission.

Exhibit A – Resolution No. _____

Exhibit B – Social District Boundary & Commons Areas



Eligible Social District Establishments

Exhibit C – Qualified Licensees and Addresses

AMERICAN LEGION POST 153

110 E Walker St
St Johns, MI 48879

Bruno's Wonder Bar

226 N Clinton Ave St Johns, MI 48879

Main Street Café 207 N Clinton Ave St Johns, MI 48879

Sirens Bar

119 E Walker St
St Johns, MI 48879

St Johns Brewing Company

200 N Clinton Ave St Johns, MI 48879

Swany's Pub and Grub

310 N Clinton Ave St Johns, MI 48879

Exhibit D – Social District Logo



APPLICATION FOR SOCIAL DISTRICT PERMIT

Applicant's Name: _____

Permanent Address: _____

E-mail Address: _____

Phone: _____

Driver's License No. _____

Date of Birth: _____

Are you the: OWNER _____ CO-OWNER _____

OTHER _____

CRIMINAL HISTORY

Have you ever been convicted of any crime, felony, misdemeanor, or violation of any municipal, state or federal law? Yes _____ No _____

If Yes, please explain:

AUTHORIZATION TO RELEASE: I hereby authorize the release of all criminal history on file at the Michigan State Police Central Records Division that pertains to me. Yes _____ No _____

Date: _____ Signature: _____

BUSINESS INFORMATION

Name of Business: _____

Any assumed business names under which you intend to do business? If so, please list:

Business Phone Number: _____

Business Address: _____

Nature of business and the goods, wares, merchandise, and/or services for sale or offered

(additional pages may be attached):

☐ Food (Please describe): _____

☐ Other (Please describe): _____

Proposed Locations:

☐ Non-City owned property (Please specify): _____

☐ City-owned property

(Private Property Sales Only) Does applicant's business also own or occupy a commercial premise within the City? Yes _____ No _____

Method of Sale: _____

If vehicle or other conveyance is to be used, please describe the vehicle:

License Plate #: _____ Vehicle ID #: _____

Date of expiration of last license/permit (if applicable): _____

If a vehicle is to be used, have the operator(s) ever had a driving license revoked, suspended, or denied in the last three years? Yes _____ No _____ If yes, please explain:

Have you ever had a license or permit required by the City of St. Johns or any other state or

municipal authority revoked, suspended, or denied in the last three years?

Yes_____ No_____ If yes, please explain:

Proposed Days of Business/Hours of Operation: _____

Please describe the nature and character of any proposed advertising for the business:

Is this a group license? Yes_____ No_____ If yes, please note all other employees who will be involved in the business:

1. Full Name: _____

Address: _____

Phone Number: (____)_____ Driver's License #: _____

Date of Birth: _____ Employee Signature: _____

2. Full Name: _____

Address: _____

Phone Number: (____)_____ Driver's License # _____

SOCIAL DISTRICT

The social district and commons area within which the applicant intends to operate:

Is the applicant engaged in the sale of alcohol? Yes_____ No_____. If yes, please attach the following:

- a. A copy of the applicant's liquor license issued pursuant to 1998 PA 58 (Michigan Liquor Control Code, MCL 4361101 *et seq*), including any

additional bar permits required to allow for alcoholic beverages to sold and served from a mobile food vending unit located on a licensed premise, if applicable.

- b. A copy of its application for a social district permit to the State of Michigan Liquor Control Commission ("Commission") and the City's resolution approving the applicant's application to the Commission.
- c. A description and visual depiction of each container it intends to use in the social district and commons area stated above. The description and visual depiction must demonstrate all of the following:
 - i. The trade name, logo, or some other mark that is unique to the applicant.
 - ii. The City adopted logo that is unique to the commons area stated above within which the applicant intends to operate.
 - iii. The container is not glass.
 - iv. The container has a liquid capacity that does not exceed 16 ounces.

By initialing this paragraph and signing this application, **the Applicant acknowledges all of the following:** that approval of the applicant's application to the Commission does not constitute approval by the City of the applicant's request for a social district permit from the City; that final approval by the City of a social district permit shall not be given until the applicant's application to the Commission is approved; that approval by the Commission does not constitute approval by the City; that approval of a social district permit issued by the City is within the City's discretion notwithstanding any approval by the Commission; that revocation by the Commission of applicant's social district permit issued by the Commission constitutes automatic revocation of any social district permit issued by the City to the applicant without appeal; that the issuance of a social district permit to the applicant does not create a vested right in the operation of applicant's business in a commons area; and that the City may revoke applicant's social district permit within its discretion at any time. Applicant's Initials_____.

Date of Birth: _____ Employee Signature: _____

NOTE: If there are additional employees who will be working under this group license, please

attach a separate sheet of paper with all required information as indicated above for each additional employee and attach it to the application. The signature of each employee is required to authorize release of all criminal history on file at the Michigan Central Records Division that pertains to him/her. Refusal by any employee to give his/her signature for this purpose will result in the automatic denial of this application.

AUTHORIZATION FOR RELEASE AND SIGNATURE
(To be completed by ALL applicants)

I HEREBY AUTHORIZE THE RELEASE OF ALL CRIMINAL HISTORY ON FILE AT THE MICHIGAN STATE POLICE CENTRAL RECORDS DIVISION THAT PERTAINS TO ME. I ALSO HEREBY SWEAR THAT ALL STATEMENTS MADE FOR THIS APPLICATION ARE TRUE TO THE BEST OF MY KNOWLEDGE AND I AGREE TO OBSERVE ALL CITY OF ST. JOHNS, STATE OF MICHIGAN, AND FEDERAL LAWS AND ORDINANCES THAT PERTAIN TO THE CONDUCT AND OPERATION OF THIS BUSINESS.

Date: _____ **Signature:** _____

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
March 18, 2024

Department: City Manager	Attachments:
Subject: Wilson Community Center Design, Remediation and Funding Updates	[X] 2024 Bond Competitive Timeline [X] 2024 Bond Cost of Issuance [X] 2024 Bond Estimated Debt – 15 years [X] 2024 Bond Estimated Deb – 20 years
Prepared by: Chad A. Gamble, P.E. City Manager	Approved by: Chad A. Gamble, P.E. City Manager

SUMMARY/HIGHLIGHT: At the December 11, 2023 Commission Meeting the design contract for the buildout of the Wilson Center was awarded to Studio Intrigue. Since then, much activity and design was performed to finalize the draft plans and prepare the project for bidding. In addition, we have confirmed that the City was not awarded a grant we were in the running for so that solidifies our overall approach and scope for the rehabilitation of the Wilson Community Center. At this meeting a presentation will be given updating the Commission on the status of the developer led rehabilitation, the formal presentation of the layout of the area around the proposed community room as well as financing options for the ensuing bonding.

BACKGROUND/DISCUSSION: At the special meeting on October 10, 2023, the City Commission approved the Wilson Center Development and Master Deed agreements between the City and 101 W. Cass St., LLC. As part of the requirements of these agreements, the City is required to complete design services for improvements to the gym, auditorium, community room, concession/kitchen area and storage and hallway areas, collectively referred to as the Unit #1 space of the condominium development. Studio Intrigue (SI) was selected to complete the design and oversee construction of the Unit #1 space as well as the common space for the Wilson Center Condominium.

STRATEGIC PLAN OBJECTIVE:

Master Plan - Parks and Recreation

Goal #1 (Acquire, develop, maintain, and preserve sufficient open space and recreation facilities)
e. Promote, use and increase quality of City parks and other recreational facilities in both jurisdictions.

Goal #2 (Continue to provide all residents of the City of St. Johns with high quality recreation programs and opportunities.)

- a. Update and develop recreational programs that serve the needs of persons of all ages.
- c. Provide safe, high-quality recreational experiences.

FISCAL IMPACT: The fiscal impact of the project will be capped at \$3 Million. Over the next several months, options will be presented to scale all costs to ensure that the project costs and related financing are under the approved budget.

RECOMMENDATION: The considerations of this RCA are for presentation purposes only for updates on the buildout schedule as well as to formally begin discussion on the options available to the City for financing.



Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Ste 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

February 19, 2024

To: City of St. Johns Working Group

From: Andy Campbell, CPA, *Director*
Aricca Thelen, *Senior Consultant*

The following is the tentative timetable for the 2024 Capital Improvement Bonds:

- 3/28 Bond specifications sent by Baker Tilly to Dickinson Wright for purposes of drafting the Bond Authorizing Resolution.
- 3/28 Preliminary Official Statement (POS) draft sent by Baker Tilly to the working group.
- 3/28 Rating request made on behalf of the City by Baker Tilly to Standard & Poor's.
- 4/11 Comments are due on the POS. Second draft of the POS sent out to the working group.
- 4/18 Second draft of the POS sent out to the working group.
- ~4/22 City Commission adopts Bond Authorizing Resolution at regular meeting.
- 4/26 Rating call with the City, Baker Tilly, and Standard & Poor's.
- 4/26 Due diligence call with the working group.
- 5/2 Rating received.
- 5/2 Third draft of the POS sent out to the working group.
- 5/16 Final sign off on the POS is due from working group.
- 5/23 Notice of Sale is published by Thrun in the Bond Buyer.
- 5/23 POS distributed to the market by the printer and Baker Tilly.
- 6/4 Bond sale.
- 6/11 FOS distributed to the market by the printer and Baker Tilly.
- 6/11 Closing letter sent by Baker Tilly to the working group.
- 6/25 Bond closing with funds deposited to the City's construction account.



Baker Tilly Municipal Advisors, LLC
2852 Eyde Parkway, Suite 150
East Lansing, MI 48823
Phone: (517) 321-0110

CITY OF ST. JOHNS
COUNTY OF CLINTON, STATE OF MICHIGAN

\$3,000,000 2024 Capital Improvement Bonds
(Limited Tax General Obligation)

Cost of Issuance

<u>Company</u>	<u>Service</u>	<u>Amount</u>
Dickinson Wright	Bond Counsel	\$27,500.00
Baker Tilly	Municipal Advisor	25,000.00
TBD	Paying Agent	500.00 *
Michigan Department of Treasury	Treasury Filing	600.00
Local Newspaper	Notice Publication	1,000.00 *
Bond Buyer	NOS Publication	1,800.00 *
ImageMaster	OS & POS Printing	3,500.00 *
S&P	Bond Rating	18,500.00 *
	Subtotal	\$78,400.00
	Underwriter's Discount Allowance (not-to-exceed)	30,000.00
		<u>\$108,400.00</u>

* Estimate

Note: Paying Agent is a yearly fee

CITY OF ST. JOHNS**COUNTY OF CLINTON, STATE OF MICHIGAN**

Estimated: Broker Bond - 15-ysr \$3,000,000

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/25/2024	-	-	-	-	-
04/01/2025	-	-	83,267.67	83,267.67	83,267.67
10/01/2025	130,000.00	2.850%	54,305.00	184,305.00	-
04/01/2026	-	-	52,452.50	52,452.50	236,757.50
10/01/2026	165,000.00	2.950%	52,452.50	217,452.50	-
04/01/2027	-	-	50,018.75	50,018.75	267,471.25
10/01/2027	170,000.00	3.050%	50,018.75	220,018.75	-
04/01/2028	-	-	47,426.25	47,426.25	267,445.00
10/01/2028	175,000.00	3.150%	47,426.25	222,426.25	-
04/01/2029	-	-	44,670.00	44,670.00	267,096.25
10/01/2029	180,000.00	3.250%	44,670.00	224,670.00	-
04/01/2030	-	-	41,745.00	41,745.00	266,415.00
10/01/2030	185,000.00	3.350%	41,745.00	226,745.00	-
04/01/2031	-	-	38,646.25	38,646.25	265,391.25
10/01/2031	190,000.00	3.450%	38,646.25	228,646.25	-
04/01/2032	-	-	35,368.75	35,368.75	264,015.00
10/01/2032	200,000.00	3.550%	35,368.75	235,368.75	-
04/01/2033	-	-	31,818.75	31,818.75	267,187.50
10/01/2033	205,000.00	3.650%	31,818.75	236,818.75	-
04/01/2034	-	-	28,077.50	28,077.50	264,896.25
10/01/2034	210,000.00	3.750%	28,077.50	238,077.50	-
04/01/2035	-	-	24,140.00	24,140.00	262,217.50
10/01/2035	220,000.00	3.850%	24,140.00	244,140.00	-
04/01/2036	-	-	19,905.00	19,905.00	264,045.00
10/01/2036	230,000.00	3.950%	19,905.00	249,905.00	-
04/01/2037	-	-	15,362.50	15,362.50	265,267.50
10/01/2037	240,000.00	4.050%	15,362.50	255,362.50	-
04/01/2038	-	-	10,502.50	10,502.50	265,865.00
10/01/2038	245,000.00	4.150%	10,502.50	255,502.50	-
04/01/2039	-	-	5,418.75	5,418.75	260,921.25
10/01/2039	255,000.00	4.250%	5,418.75	260,418.75	-
04/01/2040	-	-	-	-	260,418.75
Total	\$3,000,000.00	-	\$1,028,677.67	\$4,028,677.67	-

CITY OF ST. JOHNS

COUNTY OF CLINTON, STATE OF MICHIGAN

Estimated: Broker Bond - 15-yrs \$3,000,000

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$26,910.00
Average Life	8.970 Years
Average Coupon	3.8226595%
Net Interest Cost (NIC)	3.8226595%
True Interest Cost (TIC)	3.7982418%
Bond Yield for Arbitrage Purposes	3.7982418%
All Inclusive Cost (AIC)	4.3108635%

IRS Form 8038

Net Interest Cost	3.8226595%
Weighted Average Maturity	8.970 Years

CITY OF ST. JOHNS
COUNTY OF CLINTON, STATE OF MICHIGAN

Estimated: Broker Bond - 20-ys \$3,000,000

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/25/2024	-	-	-	-	-
04/01/2025	-	-	86,771.33	86,771.33	86,771.33
10/01/2025	105,000.00	2.700%	56,590.00	161,590.00	-
04/01/2026	-	-	55,172.50	55,172.50	216,762.50
10/01/2026	110,000.00	2.800%	55,172.50	165,172.50	-
04/01/2027	-	-	53,632.50	53,632.50	218,805.00
10/01/2027	115,000.00	2.900%	53,632.50	168,632.50	-
04/01/2028	-	-	51,965.00	51,965.00	220,597.50
10/01/2028	115,000.00	3.000%	51,965.00	166,965.00	-
04/01/2029	-	-	50,240.00	50,240.00	217,205.00
10/01/2029	120,000.00	3.100%	50,240.00	170,240.00	-
04/01/2030	-	-	48,380.00	48,380.00	218,620.00
10/01/2030	120,000.00	3.200%	48,380.00	168,380.00	-
04/01/2031	-	-	46,460.00	46,460.00	214,840.00
10/01/2031	130,000.00	3.300%	46,460.00	176,460.00	-
04/01/2032	-	-	44,315.00	44,315.00	220,775.00
10/01/2032	135,000.00	3.400%	44,315.00	179,315.00	-
04/01/2033	-	-	42,020.00	42,020.00	221,335.00
10/01/2033	135,000.00	3.500%	42,020.00	177,020.00	-
04/01/2034	-	-	39,657.50	39,657.50	216,677.50
10/01/2034	140,000.00	3.600%	39,657.50	179,657.50	-
04/01/2035	-	-	37,137.50	37,137.50	216,795.00
10/01/2035	145,000.00	3.700%	37,137.50	182,137.50	-
04/01/2036	-	-	34,455.00	34,455.00	216,592.50
10/01/2036	155,000.00	3.800%	34,455.00	189,455.00	-
04/01/2037	-	-	31,510.00	31,510.00	220,965.00
10/01/2037	160,000.00	3.900%	31,510.00	191,510.00	-
04/01/2038	-	-	28,390.00	28,390.00	219,900.00
10/01/2038	165,000.00	4.000%	28,390.00	193,390.00	-
04/01/2039	-	-	25,090.00	25,090.00	218,480.00
10/01/2039	170,000.00	4.100%	25,090.00	195,090.00	-
04/01/2040	-	-	21,605.00	21,605.00	216,695.00
10/01/2040	180,000.00	4.200%	21,605.00	201,605.00	-
04/01/2041	-	-	17,825.00	17,825.00	219,430.00
10/01/2041	185,000.00	4.300%	17,825.00	202,825.00	-
04/01/2042	-	-	13,847.50	13,847.50	216,672.50
10/01/2042	195,000.00	4.400%	13,847.50	208,847.50	-
04/01/2043	-	-	9,557.50	9,557.50	218,405.00
10/01/2043	205,000.00	4.500%	9,557.50	214,557.50	-
04/01/2044	-	-	4,945.00	4,945.00	219,502.50
10/01/2044	215,000.00	4.600%	4,945.00	219,945.00	-
04/01/2045	-	-	-	-	219,945.00
Total	\$3,000,000.00	-	\$1,455,771.33	\$4,455,771.33	-

Broker Bond - \$3 Million | SINGLE PURPOSE | 2/19/2024 | 8:02 AM

Baker Tilly Municipal Advisors, LLC

CITY OF ST. JOHNS

COUNTY OF CLINTON, STATE OF MICHIGAN

Estimated: Broker Bond - 20-ysr \$3,000,000

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$35,980.00
Average Life	11.993 Years
Average Coupon	4.0460571%
Net Interest Cost (NIC)	4.0460571%
True Interest Cost (TIC)	4.0045229%
Bond Yield for Arbitrage Purposes	4.0045229%
All Inclusive Cost (AIC)	4.4171588%

IRS Form 8038

Net Interest Cost	4.0460571%
Weighted Average Maturity	11.993 Years

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
March 18, 2024

Department: Public Services	Attachments:	Submitted to CA for Review
Subject: <i>Discussion of Solid Waste and Recycling Contract Renewal</i>	[X] Granger Contract 07-01-15 / 06-30-18 [X] Granger Contract Amendment #4 []	[N/A] [N/A] [] Check these boxes if the document was sent to attorney for review (pls cc KLK and CAG)
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The City's solid waste contract with Granger will sunset on July 1, 2024. This contract was originally bid for a three year contract entered into on May 27, 2015 and had 4 amendments that will take us to the planned termination date of the current contract later this year.

Because of the age of the contract and the related competition in the solid waste market, the City will need to go out for bid for these services. Due to the time table associated with the bids and the need to build in time for a possible change in vendors, we will need to send out bids on or about April 1, 2024. This RCA's purpose is to discuss any programmatic changes and or alternative pricing requests for inclusion into the solid waste bid that will be issued in April. This bidding proposal will be the document by which the administration recommends award to the Commission the next vendor for these services.

BACKGROUND/DISCUSSION: The City's current contract calls for the following major requirements:

- ❖ Municipal Commercial Container Service only
- ❖ Weekly residential service to properties having 4 or less residential unit (96 gallon cart, option for side door service for handicapped people,)
- ❖ Bi-Weekly residential recycling service
- ❖ Spring clean-up collection day for bulk items

STRATEGIC PLAN OBJECTIVE: The City's Master Plan objective goal #1 for neighborhoods states: **Goal #1:** preserve, protect, and enhance the integrity, economic viability and livability of st. john's neighborhoods. Ensuring appropriate cost effective solid waste and recycling services is supportive of achieving this goal.

FISCAL IMPACT: The current contract for annual solid waste and recycling services totals \$343,874.92. The contract is projected to increase and the discussion being sought is intended to explore any proposed changes that could limit proposed increases and/or streamline services.

RECOMMENDATION: This RCA is for discussion only and is intended to explore programmatic, logistical, and service based changes that could be incorporated into the solid waste bid proposal process to obtain pricing on in order for the Commission to make cost-effective recommendations on the City's solid waste and recycling services for the next 3-10 years.

CITY OF ST. JOHNS
SOLID WASTE AND RECYCLING COLLECTION
AGREEMENT FOR RESIDENTIAL CUSTOMERS

THIS AGREEMENT (the "Agreement") made and entered into on this 27th day of May, 2015, by and between the City of St. Johns, a Michigan municipal corporation with offices at 100 E. State Street, St. Johns, MI 48879, hereinafter referred to as the "City", Granger Container, Inc., a Michigan Corporation, with offices 16980 Wood Road, Lansing MI 48906-1044, hereinafter referred to as "Contractor". This contract binds the parties to the terms contained herein.

WITNESSETH:

WHEREAS, the City wishes to secure the services of Contractor to provide residential collection and disposal of solid waste, the collection of recyclables and for the City's annual "Spring Clean Up" for and on behalf of City residents. Contractor desires to provide said services;

WHEREAS, the City competitively bid for such services under its purchasing policy, and a copy of the Request for Proposals document that was used for bid, is attached hereto and incorporated herein as Exhibit A as a reference.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS

- A. Refuse: The term "refuse" shall include garbage and rubbish, except animal and human excrements.
- B. Garbage: The term "garbage" means all animal and vegetable wastes resulting from handling, preparation, cooking, or consumption of foods.
- C. Rubbish: The term "rubbish" means nonputrescible solid waste, including broken glass, crockery, bottles, metal cans, paper, newspapers, magazines, and wood and ashes. Excluded is hazardous waste and yard waste.
- D. Hazardous Waste: The term "hazardous waste" shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration or physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment or does not conform to Contractor's waste acceptance guidelines.
- E. Recycle Materials: The term "recycle material" is defined as material produced from residential a household that includes newspaper, glass containers (various colors), cardboard, metal cans, plastic containers, paper bags, magazines, box board, aluminum, and any other materials that may be deemed by Contractor as recyclable in the future.
- F. Cleanup Materials: The term "clean up materials" will include household refuse typically of a large or bulky nature such as: furniture, springs and mattresses, tin cans, bottles, crockery, broken glass, rags, newspapers, magazines, furnace pipe, stoves, water boilers, trunks, wood less than forty eight (48") inches in length, rubbish, trash, debris, waste, litter, scrap, packing, excelsior, straw, metal, cooking utensils, toys, porcelain, carpeting bundled with a length less than seventy two (72") inches, leather, rubber, shoes, clothing, ashes, cardboard, and household appliances.

Excluded will be garbage, hazardous waste, large automobile components, broken concrete and other building materials from major household repairs, alterations, or new construction, tires, batteries, fences, paint and debris from commercial or industrial establishments.
- G. Building Materials Refuse: The term "building materials refuse" shall mean rubbish from

construction, remodeling, demolition and major repair operations on houses, commercial buildings and other structures, including, but not limited to excavated earth, sod, stones, brick, plaster, lumber, rubble, concrete, roofing and waste parts.

- H. Bulk Items: Bulk items shall include such items as stoves, water tanks, washing machines, furniture, swing sets, patio furniture, chairs, couches, bedsprings, water heaters and other large waste materials.
- I. Street-Side: Formerly referred to as "curbside," refers to that area within arm's reach of the edge of the traveled path of public street right-of-ways.
- J. Yard Waste: The term "yard waste" refers to leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, brush, and tree stumps.
- K. Residential Household: The term "residential household" shall mean a single family dwelling within the City of St. Johns. Buildings with five (5) or less separate dwellings connected into one building, will count as separate residential households. Multi-family residential apartments of six (6) or more are considered as commercial buildings and owners are responsible for contracting separately for solid waste collection services. Mobile home parks and similar are considered commercial locations for the purpose of this contract.
- L. City Green Bag Service: Refers to a refuse service that requires a green bag to be purchased from city for each bag of trash to be collected. Containers used for this service are called Green Bags.

GENERAL SCOPE OF COLLECTION SERVICES

Contractor will provide comprehensive service for the collection, removal, and disposal of refuse, collection and processing of recycle material, and collection removal, and disposal of cleanup materials from residential households within the City of St. Johns.

WEEKLY RESIDENTIAL REFUSE COLLECTION SERVICES

Contractor will collect refuse properly prepared in City Green Bags, and suitably placed street-side, once each week, from each residential dwelling within the City. Contractor shall only collect refuse contained in City Green Bags. Resident will provide City Green Bags required for refuse service and are responsible for containerizing all refuse into Green Bags.

WEEKLY RESIDENTIAL RECYCLING COLLECTION SERVICES

Contractor will collect, haul, and process properly prepared and placed recycling, once each week, from each residential dwelling within the City. Materials may be commingled within the recycling cart for weekly collection. The service includes provision of one (1) 96-gallon recycling cart and the cost associated with processing recycling materials. Residents will be required to use the provided 96-gallon recycling cart and all items must be contained within the provided cart for service. Contractor shall only collect recycling contained in the provided recycling cart. Recycling carts shall remain property of the Contractor at all times.

Contractor shall retain all revenue generated off of the sale of recyclable materials. The materials collected shall be at minimum:

- Newsprint and inserts
- Magazines and glossy inserts
- Brown paper bags
- Corrugated and boxboard cardboard
- Paperboard boxes e.g., shoe and cereal boxes)
- Glass bottles and jars (all colors)*
- Aluminum foil and food trays
- Bi-metal, tin, aluminum and steel cans
- #1 PETE water-type bottles
- #2 HDPE plastic containers
- And all other materials that may be deemed by Contractor as recyclable in the future.

City will work with Contractor to phase glass out of the Residential Recycling Service stream during the initial term of the contract.

Contractor will prepare and distribute educational materials promoting all collection services to each participating residence located in the City prior to commencement of service.

This agreement gives the City the right to opt for bi-weekly (every-other-week) residential recycling service in contract year two or three of this contract at which time the refuse and recycle service rates to the City will be revised per the quoted rates provided by Contractor (see COMPENSATION section). If the City elects to opt for bi-weekly (every-other-week) residential recycling service during an extension, rates will be by mutual agreement of the City and Contractor.

It is contractor's intent to only change recycling service frequency for all residents and at a date mutually agreed upon by City and Contractor ("Change Date"). In order to allow Contractor and City to notify residents of change to residential recycling service and ensure an orderly transition, City will notify Contractor not less than 120 days prior to the intended Change Date.

CONTAINERS

A. Residential Refuse and Recycling: Residents shall use the following containers for service:

<u>Service Type</u>	<u>Container Size</u>
96-Gallon Recycle Cart Service.....	96-gallon cart
City Green Bag Service (Refuse).....	Resident uses bags purchased from the City

B. Green Bags: Green Bags shall be a maximum of thirty (30) gallons. Green Bags may be placed in resident-purchased containers; however, Contractor is not responsible for damage to resident-purchased containers. The contents of any resident-purchased container and its bagged contents may not exceed fifty (50) pounds.

C. Location of Containers for Collection: All recycling carts, refuse properly prepared in City Green Bags, and cleanup materials shall be placed at the street-side by the resident for collection. All refuse shall be bagged. City will work with Contractor to resolve issues with locations that are blocked by snow, tree limbs, vehicles, construction, etc.

All containers, bulk waste, and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Containers will be returned to the street-side upright and similar location after service, except in instances where weather or traffic will potentially move empty containers into the roadway causing a hazard. In these instances, the containers will be placed on their side or similar to help prevent a hazard.

D. Automated Collection Service: Contractor may collect refuse or recycling with automated vehicles and equipment in the future. Should automated collection be utilized, Contractor will provide residents instructions on how to place materials for collection.

E. Private Drives; Handicapped Service: Contractor requires that all homes residing on private drives place their refuse at the end of the private drive for collection. Handicapped individuals may request side door service provided they submit documented proof of their handicap and do not reside on a private drive.

F. Condition of Containers: All containers owned by Contractor for recycling will be maintained by the contractor in a condition suitable for their intended purpose.

G. Resident-Purchased Containers: Contractor will exercise reasonable care in handling resident-purchased containers. Contractor is not responsible for lost container lids/covers on resident-purchased containers.

WEEKLY REFUSE AND RECYCLING COLLECTION LIMIT

Contractor will collect refuse and recycling according to the following limits:

<u>Service Type</u>	<u>Weekly Limits</u>
96-Gallon Cart Recycling Service.....	96-gallon cart only
City Green Bag Service.....	Unlimited

SPRING CLEANUP SERVICE

Contractor shall provide for one (1) residential collection and disposal of cleanup materials on a Saturday during the month of May for the term of the contract. Said date will be agreed to by the parties a minimum of 90 days prior to the first of May. Contractor shall provide all the necessary equipment and employees to complete the collection in one day. Contractor will provide for the extraction of Freon from those units containing CFC's or HFC's at no additional charge.

All items shall be bundled by the resident in parcels not to exceed four (4) feet in length and/or what two men could easily carry. Bulk items shall include such items as stoves, water tanks, washing machines, furniture, swing sets, patio furniture, chairs, couches, bedsprings, water heaters and other large waste materials.

Those items containing CFC's (Freon-bearing appliances such as refrigerators, air conditioners, and freezers) will be collected at no additional charge. For public health and safety reasons, doors should be removed prior to placing them curbside.

Neither the term solid waste nor "bulk item" shall include organic or otherwise putrescible animal or vegetable matter; hazardous materials; liquids of any kind; yard waste mixed with solid waste; carbonated beverage containers; large automobile/truck parts; metal drums; whole tires; stone, rock, or dirt; steel, iron, large amounts of construction/demolition material; or any other material as banned by State Statute or not acceptable per Contractor's waste acceptance guidelines.

COMMERCIAL SERVICE

Other than what is specified for municipal refuse collection, the Contractor will not service commercial locations as part of this contract. This is a residential contract intended to provide service to residential households. Multi-family residential apartments of six (6) or more are considered as commercial buildings and owners/tenants are responsible for contracting separately for solid waste collection services. Mobile home parks and similar, are considered commercial locations and will not be serviced as part of this contract.

COLLECTION SCHEDULE

Contractor will complete all collections for residential services once per week, between the hours of 7:00 A.M. and 6:00 P.M. within the City, except for the interruptions due to holidays or acts of God (weather, etc.). All refuse must be properly placed at the street-side for collection no later than 7:00 A.M. on the scheduled day of collection. Contractor reserves the right to collect trash as early as 6:00 A.M. due to circumstances such as, but not limited to, road construction, weather, resolution of service issues, etc.

COLLECTION ROUTES AND SERVICE DAYS

Traditional service days are Wednesdays and Fridays. Currently, areas north of state road M-21 and east of business route US 127 are currently Wednesday service days. Friday service days are areas south of state road M-21 and west of business route US 127. Contractor intends to continue with traditional Wednesday and Friday service days and current route areas. However, Contractor reserves the right to alter routes to best fit its operations and modify service days. Collection routes and service days will not be modified in any manner that would result in a diminution of services to City residents.

Any changes to the collection service days will be subject to the approval of the City. Should a collection schedule change be approved, the Contractor will coordinate with the City to notify residents.

INTERRUPTED COLLECTION SCHEDULE

No collections of refuse will be made on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Where the holiday falls on or before the regular collection day, refuse, recycling, and yard waste will be collected one day later. *(If the holiday falls on a Saturday or Sunday, collection schedule will not change.)* Contractor will maintain a diligent communication plan with residents to communicate and remind of changes in schedules due to holidays, weather, etc. Service may also be interrupted/delayed due to acts of God, (weather, etc.). The City will be notified of any service delays/interruptions caused by acts of God.

SOLID WASTE DISPOSAL

All solid waste collected for disposal by Contractor will be hauled to a licensed disposal site located within Clinton or Ingham County, Michigan for final disposal. Contractor reserves right to dispose of solid waste at alternate licensed disposal sites.

WASTE ACCEPTANCE

The City recognizes that the Contractor will collect only items of refuse as acceptable to federal laws, state laws, local ordinances, and Granger waste acceptance guidelines. Contractor reserves the right to refuse to collect refuse that does not conform to federal laws, state laws, local ordinances (including the City code), and Contractor waste acceptance guidelines. The Contractor shall not be required under this contract to collect any hazardous or yard waste. Contractor acknowledges that it has provided City staff with a copy of the Granger waste acceptance guidelines.

ADMINISTRATIVE SERVICES

Contact and Customer Service: Contractor will supply a person of contact from the company to respond to complaints and act as a liaison to the City. Contractor will respond to requests/complaints to correct missed service within 48 hours of notice from resident or City representatives. Residents may contact Contractor directly at 888-947-2643 (toll-free) or 517-372-2800 for customer service needs.

Billing and Service Information: City shall bill and collect all rates, charges, and/or fees from residents who receive services. City will manage sales of City Green Bags and related services.

ANNUAL REPORT AND MEETING

Contractor shall make an annual report to the City. Contractor will use best efforts to provide data on the quality and quantities of refuse and recycling material, including end disposal or processing facility. Additionally, Contractor will use best efforts to determine the quantity of appliances, metal, junk, and other materials disposed of during the Spring Cleanup. Additionally, if requested, Contractor shall appear before the City Commission annually at a mutually agreed upon date.

TERM AND TERMINATION

This agreement shall be for a term of three (3) years, commencing on July 1, 2015, and ending on June 30, 2018, unless otherwise extended.

This agreement may be extended for the same terms and conditions as set forth hereto, based upon mutual written agreement by the City and the Contractor.

In the event there should occur any material breach or material default in the performance of any covenant or obligation of the City or the Contractor which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, default or termination of this Agreement, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Agreement.

INSURANCE

The Contractor shall at all times during this contract maintain in full force and effect Employer's Liability, Workers' Compensation, Comprehensive General Liability and Property Damage, including contractual liability coverage for the hold harmless provisions. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder. The Comprehensive General Liability policy shall name the City of St. Johns as additional insured to protect its interests. The Contractor agrees to furnish the City on an annual basis evidence that such insurance has been procured and is in full force. Certificates of insurance must be provided for evidence and executed by an authorized agent or broker.

For the purposes of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

Insurance Endorsement	Limits Required
(1) Workman's Compensation	Michigan Statutory
(2) Workman's Compensation Employer's Liability	\$500,000
(3) Commercial General Liability, Including Products and Completed Operations	
(a) Each Occurrence	\$500,000 each occurrence
(b) Aggregate	\$1 million
(5) Automobile	
(a) Each Occurrence	\$500,000 each occurrence
(b) Aggregate	\$1 million each occurrence
(6) Excess/Umbrella Liability	
Each Occurrence	\$1 million each occurrence

INDEMNITY

The Contractor shall indemnify, defend and save harmless the City of St. Johns, its Commissioners, officers, agents, representatives and employees from and against all loss of expense (including costs and attorney's fees) by reason on any liability asserted or imposed upon the City, its Commissioners, officers, agents, representatives and employees for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work described herein, whether such injuries to persons, or damage to property, is due, or claimed to be due, to the negligence of the Contractor, the City, its Commissioners, officers, agents, representatives and employees.

CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt or they should make a general assignment for the benefit of their creditors or if a receiver should be appointed on account of their insolvency or if the Contractor repeatedly refuses to supply enough labor, material or equipment to maintain the established schedules or collections or if they should fail to make prompt payment for materials or labor or disregards laws of the State of Michigan and ordinances of the City of St. Johns, or otherwise be guilty of violation of any provision of the contract, then the City may, without prejudice to any other right or remedy, terminate the contract, re-bid the same and evoke the performance bond without penalty.

ASSIGNMENT:

The Contractor shall not assign the contract or sublet as a whole or in part without the written consent of the City. Such consent does not release the Contractor from any of their obligations and liabilities under the contract.

COMPENSATION

- A. Rates: The City shall pay Contractor on a monthly basis amounts for Collection Services hereunder, regardless of participation by the City residents, at the rates as set forth below. Option #1 or Option #2 schedule of rates will be used depending on frequency of recycling service chosen by the City for all residents.

1. Green Bag System for Weekly Refuse Collection and Disposal/96 Gallon Cart for Weekly Recycling (Option A; Addendum #1 of RFP; Exhibit A)

Contract Year	Start Date	End Date	Annual City Wide Cost
Year 1	7/1/2015	6/30/2016	\$274,408.80
Year 2	7/1/2016	6/30/2017	\$281,269.02
Year 3	7/1/2017	6/30/2018	\$288,300.75

2. Green Bag System for Refuse Collection/96 Gallon Cart for Bi-Weekly (Every-Other-Week) Recyclables Collection (Option B; Addendum #1 of RFP; Exhibit A)

Contract Year	Start Date	End Date	Annual City Wide Cost
Year 1	7/1/2015	6/30/2016	\$261,645.60
Year 2	7/1/2016	6/30/2017	\$268,186.74
Year 3	7/1/2017	6/30/2018	\$274,891.41

3. Spring Clean Up Project (conducted once per year)

Contract Year	Start Date	End Date	Annual City Wide Cost
Year 1	7/1/2015	6/30/2016	\$44,033.04
Year 2	7/1/2016	6/30/2017	\$45,133.87
Year 3	7/1/2017	6/30/2018	\$46,262.21

- B. Additional Governmental Fees, Taxes, or Surcharges: The rates charged by the Contractor for Collection Services as provided above, may, upon thirty (30) days written notice to the City, be increased if additional mandatory taxes, charges, surcharges and/or fees are imposed by state or federal governmental authorities on the Collection Services or the Disposal Site after the date hereof due to changes in laws, rules or regulations which are passed after the date collection services commence under this Agreement. Any additional charges assessed to the City shall not be collected until the next fiscal year, though said charges will be made retroactive to the date of the increase. If any such increase is greater than 25% of the proposed increase in the fees for the next ensuing year as set forth above, the City may, at its option, re-bid this service and terminate it without penalty upon awarding a contract to another successful bidder.

- C. Increased Cost for Recyclables: Should Contractor experience significant increases in processing costs of recyclables due to increased tipping fees, market conditions or other factors beyond its control, City and Contractor agree to enter into good faith negotiations to determine if the contract price for recyclables should be adjusted. If the parties are unable to reach an accord with respect to a price adjustment, either party can terminate this agreement by providing ninety (90) days written notice.

For purposes of this section, the term "significant increases" shall mean a 25% or more change in processing costs, commodity values or other recycling contingencies beyond the control of Contractor. Contractor must provide the City with documentary evidence to support any claim of "significant increases" under this section.

The Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.

- D. Invoices and Payment: The Contractor shall bill the City for Collection Services rendered within ten (10) days following the end of each month and the City shall pay Contractor within thirty (30) days of receipt of invoice is received. Such billing and payment shall be based on the rates set forth

herein, as may be adjusted in accordance herewith. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the City residents for such service.

- E. Performance Bond/Letter of Credit: The Contractor shall furnish an annual performance bond or letter of credit in the amount equal to the annual contract figure with surety acceptable to the City guaranteeing performance of the contract. The Contractor shall renew the bond or letter of credit for each year of the contract and shall provide it to the City upon renewal.
- F. Fuel Surcharge: Fuel surcharges shall be paid by the City if the price for diesel reaches \$4.00 per gallon for six (6) consecutive months. In the event fuel surcharges are to be paid, rates will be calculated and paid monthly by calculating the sum of one twelfth (1/12) of the annual rate from the compensation section ("monthly rate") plus the result of multiplying the monthly rate by the percent fuel fee determined from the Fuel Surcharge Schedule. Please see attached Fuel Surcharge Schedule.

COMPLIANCE WITH LAW

The Contractor shall conduct operations under this Agreement in compliance with applicable laws except that this Agreement shall govern the obligations of the Contractor and the City in the event of any conflicting ordinances of the City concerning the subject matter hereof. In the event that any Collection Services provided hereunder or portions thereof, are rendered unlawful or impractical pursuant to laws or regulations promulgated by state, local or federal authorities in the future, the Contractor shall, upon notice to the City, cease providing that service or portions thereof.

FORCE MAJEURE

Except for the payment obligations of the City hereunder, if the City or the Contractor is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or the Contractor to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

The City shall grant such variances in routes and schedules as are reasonably required in the event of force majeure, and will negotiate with the Contractor fees for any additional work, which the Contractor may agree to perform in such event.

ALTERNATE DISPUTE RESOLUTION

Any controversy between the City and the Contractor regarding any of the terms of this contract, or the performance or non-performance by either party of any term or condition of this contract shall be submitted to mediation.

Mediation: Upon receipt of a notice from one party of a dispute over the performance of the other party of any of the terms of this agreement, the disputing parties shall, within ten (10) days agree upon a mediator to facilitate a mediation of the dispute between them. Unless the parties agree otherwise in a specific instance, such mediator shall be selected from the list of general civil mediators promulgated by the ADR Clerk of the Clinton County Circuit Court. Unless agreed otherwise by the parties, the mediation of said dispute shall take place within twenty one (21) days of the selection of the mediator. Both parties shall share equally in the fees and costs of the mediation.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

EXCLUSIVITY

The Contractor shall have the sole and exclusive right during the term of this contract to provide solid waste collection services to all residents within the City.

AMENDMENT

The contract may not be altered or amended except pursuant to an instrument in writing signed by the parties hereto, except that any amendments thereto must be approved by resolution of the City Commission in order to bind the City.

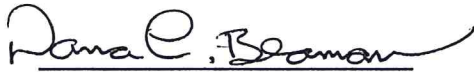
SEVERABILITY

In the event any provisions of the Agreement are determined to be illegal or unenforceable the remaining provisions hereof shall nevertheless be binding with the same force and effect as if the legal or unenforceable parts were deleted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers or agents as of the date stated on the first page of this document.

City of St. Johns

Granger Container, Inc.

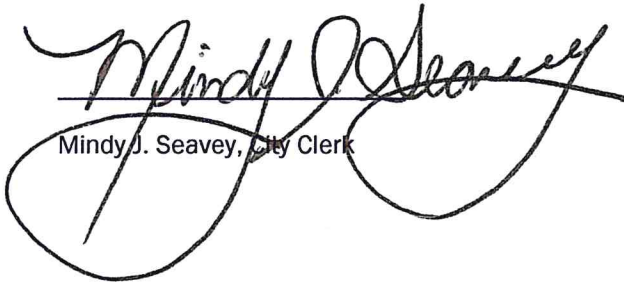


Dana C. Beaman, Mayor



By: Sean McHugh

Its: Director of Sales and Marketing



Mindy J. Seavey, City Clerk

Fuel Surcharge Schedule

Fuel surcharge for diesel prices greater than \$6.00 per gallon will be negotiated.

Diesel/Gallon	Percent Fuel Fee
\$4.01	21.11
\$4.02	21.18
\$4.03	21.25
\$4.04	21.32
\$4.05	21.39
\$4.06	21.46
\$4.07	21.53
\$4.08	21.60
\$4.09	21.67
\$4.10	21.74
\$4.11	21.80
\$4.12	21.87
\$4.13	21.94
\$4.14	22.01
\$4.15	22.08
\$4.16	22.15
\$4.17	22.22
\$4.18	22.29
\$4.19	22.36
\$4.20	22.43
\$4.21	22.49
\$4.22	22.56
\$4.23	22.63
\$4.24	22.70
\$4.25	22.77
\$4.26	22.84
\$4.27	22.91
\$4.28	22.98
\$4.29	23.05
\$4.30	23.12
\$4.31	23.18
\$4.32	23.25
\$4.33	23.32
\$4.34	23.39
\$4.35	23.46
\$4.36	23.53
\$4.37	23.60
\$4.38	23.67
\$4.39	23.74
\$4.40	23.81
\$4.41	23.87
\$4.42	23.94
\$4.43	24.01
\$4.44	24.08
\$4.45	24.15
\$4.46	24.22
\$4.47	24.29
\$4.48	24.36
\$4.49	24.43
\$4.50	24.50
\$4.51	24.56
\$4.52	24.63
\$4.53	24.70
\$4.54	24.77
\$4.55	24.84
\$4.56	24.91
\$4.57	24.98
\$4.58	25.05
\$4.59	25.12
\$4.60	25.19
\$4.61	25.25
\$4.62	25.32
\$4.63	25.39
\$4.64	25.46
\$4.65	25.53
\$4.66	25.60
\$4.67	25.67
\$4.68	25.74

Diesel/Gallon	Percent Fuel Fee
\$4.69	25.81
\$4.70	25.88
\$4.71	25.94
\$4.72	26.01
\$4.73	26.08
\$4.74	26.15
\$4.75	26.22
\$4.76	26.29
\$4.77	26.36
\$4.78	26.43
\$4.79	26.50
\$4.80	26.57
\$4.81	26.63
\$4.82	26.70
\$4.83	26.77
\$4.84	26.84
\$4.85	26.91
\$4.86	26.98
\$4.87	27.05
\$4.88	27.12
\$4.89	27.19
\$4.90	27.26
\$4.91	27.32
\$4.92	27.39
\$4.93	27.46
\$4.94	27.53
\$4.95	27.60
\$4.96	27.67
\$4.97	27.74
\$4.98	27.81
\$4.99	27.88
\$5.00	27.95
\$5.01	28.01
\$5.02	28.08
\$5.03	28.15
\$5.04	28.22
\$5.05	28.29
\$5.06	28.36
\$5.07	28.43
\$5.08	28.50
\$5.09	28.57
\$5.10	28.64
\$5.11	28.70
\$5.12	28.77
\$5.13	28.84
\$5.14	28.91
\$5.15	28.98
\$5.16	29.05
\$5.17	29.12
\$5.18	29.19
\$5.19	29.26
\$5.20	29.33
\$5.21	29.39
\$5.22	29.46
\$5.23	29.53
\$5.24	29.60
\$5.25	29.67
\$5.26	29.74
\$5.27	29.81
\$5.28	29.88
\$5.29	29.95
\$5.30	30.02
\$5.31	30.08
\$5.32	30.15
\$5.33	30.22
\$5.34	30.29
\$5.35	30.36
\$5.36	30.43

Diesel/Gallon	Percent Fuel Fee
\$5.37	30.50
\$5.38	30.57
\$5.39	30.64
\$5.40	30.71
\$5.41	30.77
\$5.42	30.84
\$5.43	30.91
\$5.44	30.98
\$5.45	31.05
\$5.46	31.12
\$5.47	31.19
\$5.48	31.26
\$5.49	31.33
\$5.50	31.40
\$5.51	31.46
\$5.52	31.53
\$5.53	31.60
\$5.54	31.67
\$5.55	31.74
\$5.56	31.81
\$5.57	31.88
\$5.58	31.95
\$5.59	32.02
\$5.60	32.09
\$5.61	32.15
\$5.62	32.22
\$5.63	32.29
\$5.64	32.36
\$5.65	32.43
\$5.66	32.50
\$5.67	32.57
\$5.68	32.64
\$5.69	32.71
\$5.70	32.78
\$5.71	32.84
\$5.72	32.91
\$5.73	32.98
\$5.74	33.05
\$5.75	33.12
\$5.76	33.19
\$5.77	33.26
\$5.78	33.33
\$5.79	33.40
\$5.80	33.47
\$5.81	33.53
\$5.82	33.60
\$5.83	33.67
\$5.84	33.74
\$5.85	33.81
\$5.86	33.88
\$5.87	33.95
\$5.88	34.02
\$5.89	34.09
\$5.90	34.16
\$5.91	34.22
\$5.92	34.29
\$5.93	34.36
\$5.94	34.43
\$5.95	34.50
\$5.96	34.57
\$5.97	34.64
\$5.98	34.71
\$5.99	34.78
\$6.00	34.85

Fuel fee percentage for diesel prices greater than \$6.00 will be negotiated.

Exhibit A

The request for proposal document submitted by Contractor and titled:

**“CITY OF ST. JOHNS
SOLID WASTE, RECYCLABLES AND SPRING CLEAN UP
COLLECTION SERVICES BID DOCUMENT AND CONTRACT
FISCAL YEARS 2015-2016, 2016-2017, 2017-2018
[Time covered July 1, 2015 till June 30, 2018]”**

is included in the following pages.

CITY OF ST. JOHNS

SOLID WASTE, RECYCLABLES AND SPRING CLEAN UP

COLLECTION SERVICES BID DOCUMENT AND CONTRACT

FISCAL YEARS 2015- 2016, 2016-2017, 2017-2018

[Time covered July 1, 2015 till June 30, 2018]

City of St. Johns
100 E. State St., Suite 1100
PO Box 477
St. Johns, MI 48879

**ADVERTISEMENT FOR BIDS
CITY OF ST. JOHNS
SOLID WASTE, RECYCLABLES AND SPRING CLEAN UP SERVICES**

Sealed bids will be received by the City of St. Johns, Municipal Office, located at 100 E. State Street, P.O. Box 477, St. Johns, Michigan 48879-0477, until 2:00 p.m., Thursday, April 30, 2015, at which time and place all bids will be publicly opened and read for: **City of St. Johns Solid Waste, Recyclables and Spring Clean Up Services Bid. This must be clearly marked on the envelope.**

The City of St. Johns reserves the right to reject any or all bids and to waive any defects in the bids in the best interest of the City of St. Johns and to accept the proposal which, in the opinion of the Commission, best serves the interest and needs of the City of St. Johns.

If only one bid is received said bid will be presented unopened to the City Commission at their next regular meeting. The City Commission, at said meeting, may or may not open and/or award based on the sole bid in the City Commission's discretion.

Award of Bids

Contracts, except as otherwise provided in this division, shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the purchasing agent or the City Commission shall consider:

- (1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- (2) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts or services.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to any contract or service.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (8) The ability of the bidder to provide future maintenance and services for the use of the subject of the contract.
- (9) The number and scope of the conditions attached to the bid.

If the city receives a bid from a local taxpaying bidder in the city in an amount from \$2,001.00--\$25,000.00 and the amount of the bid is **no more than five percent** greater than that of a nonresident, non-taxpaying bidder, the City Commission in its discretion may consider the bids equal.

Specifications and General Provisions upon which the bid is to be placed are attached.

The City of St. Johns reserves the right to reject any or all bids or any part of same, to waive any irregularities or informalities and to make the award in part or entirety, as may appear to the City Commission to be in the best interest of the City of St. Johns.

The City of St. Johns does not discriminate on the basis of race, color, age, religion, sex, disability, and national origin; nor does it discriminate on the basis of handicap status and activities, as to employment or the provision of services. The City of St. Johns is an equal opportunity employer.

Mindy J. Seavey
City Clerk

NOTICE

PRE-BID CONFERENCE

A pre-bid conference regarding the solid waste, spring clean up and recycling contract for the City of St. Johns will be held in the St. Johns Municipal Offices located inside the Clinton County Courthouse at 100 East State Street, Suite 1100, St. Johns, Michigan, on Thursday, April 16, 2015 at 9:00 a.m.

Contractors planning to submit a bid are urged to attend this meeting so that all questions and/or interpretations of the contract may be answered.

Steven M. Martin,
Director of Public Service

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Bid Proposal

Specifications

Contractor Experience & Equipment Questionnaire

Agreement Form

Performance Bond Forms

Notice of Award

BIDDER CHECK LIST

1. Examination of contract documents _____
2. Bid proposal completed:
 - a. Bid amounts correct _____
 - b. Bid signed _____
3. Bid security included _____
4. Bid submitted in a sealed envelope - clearly marked _____
5. Contractor experience and equipment questionnaire _____
6. Bid submitted before bid date (2:00 p.m., Thursday, April 30, 2015) _____

**GENERAL PROVISIONS
CITY OF ST. JOHNS
SOLID WASTE, RECYCLABLES AND SPRING CLEAN UP COLLECTION
SERVICE**

GENERAL DESCRIPTION:

The work required herein shall consist of collection; disposal and processing of refuse, recyclables, and spring clean up in accordance with the City of St. Johns Specifications and General Provisions for Solid Waste, Recyclables and Spring Clean up Collection Services.

CONTRACT PERIOD:

The services will be required, commencing on July 1, 2015 until June 30, 2018. Spring Clean Up will be a year-by-year review as the City of St. Johns is investigating alternative methods to the current program.

OPTION 1: An alternative bidding for collection is one large item per week to be included in the bid proposal item (4). If approved by City Commission, there would no Spring Clean up during this contract period.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, each bidder shall:

Examine the contract documents thoroughly;

Visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the work;

Become familiar with all laws, rules and regulations that may in any manner affect cost, progress or performance of the work;

Study and carefully correlate bidder's observations with the contract documents.

BID FORM:

- a. Each bid shall be made on the form provided and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder. All blank spaces for bid prices must be filled in with ink or typewritten. All bids must be signed. The bid envelope shall be clearly marked “**City of St. Johns Solid Waste, Recyclables and Spring Clean-Up Services BID**” on the outside.
- b. Modifications: Alternate written bids submitted may be considered; however, final determination as to suitability and compliance with the Specifications and General Provisions will be with the City.
- c. Delivery of Bids: Bids will be delivered by the time and to the place stipulated in the Advertisement for Bid. It is the sole responsibility of the bidder to see that their bid is received in the proper time. If only one timely bid is received, same will be given unopened to the City Commission, said Commission to then decide if the one said bid would be opened. Any bid received after the bid opening date and time shall remain unopened, and therefore not be considered.

BID OPENING:

Bids will be opened and publicly read aloud at the time and place set forth in the Advertisement for Bid.

WITHDRAWAL OF BIDS:

- a. Any bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.
- b. Each bid shall be considered binding and in effect for a period of forty five (45) days after the date of opening set forth in the Advertisement for Bid.

BID SECURITY:

Each bid must be accompanied by a bid deposit consisting of a certified check equal in an amount of five thousand dollars (\$5,000.00), and shall be payable on its face to the order of the City of St. Johns. The bid security will be returned after approval of the contract by the City. A bid bond with surety acceptable to the City, in a like amount, may be submitted in lieu of a certified check.

ERRORS AND OMISSIONS:

Instructions will be given should any errors or omissions in the proposal be called to the attention of the City not less than three working days before bids are due. The bidder shall not be allowed to take advantage of any such errors or omissions. Instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

CONTRACT AWARD:

The successful bidder will be notified of the contract award by either purchase order or by written notice from the City Manager and/or designee.

The City of St. Johns reserves the right to reject any or all bids, or any part of same to waive any irregularities or informalities, and to make award in part of the entirety as may appear to the City Commission to be in the best interest of the City of St. Johns.

FORFEITURE OF BID SECURITY:

If the successful bidder fails to furnish a satisfactory performance bond or to fulfill any requirements of the proposal, it shall be just cause for the annulment of the award. In the event of such an annulment, the City may declare the bid bond forfeited in accordance with the terms therein. The award may then be made to the next qualified bidder or the proposal re-advertised as the City may elect.

CONTRACT DEFINED:

The contract shall consist of the proposal by the bidder, general provisions, specifications, agreement, City of St. Johns purchase order (or Notice of Award), and all written supplemental agreements executed by the contracting parties.

AGREEMENT:

Concurrently with execution and delivery of the Agreement, the Contractor shall deliver to the City the required bonds and certificates of insurance as required herein.

The City and the Contractor, as required, will sign at least two (2) copies of the Agreement and such other documents, within ten (10) days of the Notice of Award. The City will sign the Agreement on receipt of the required bonds, certificates of insurance and Contractor executed Agreement.

ANTI-DISCRIMINATION CLAUSE:

The parties hereto hereby covenant not to discriminate against any employee or applicant for the employment to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment, race, color, religion, national origin or ancestry, or because of his or her age or sex, except where based on bona fide occupational qualifications, and to require a similar covenant on the part of any subcontractor employed in the performance of this contract. Further, the Contractor shall comply with Title I of the Americans with Disabilities Act, which prohibits, among other items, employment discrimination on the basis of disability.

INSPECTION:

Services will be subject to inspection by the City and its authorized agents as to their general and specific compliance with specifications.

PAYMENTS:

The Contractor shall be paid monthly and within thirty (30) days of receipt of an invoice clearly listing all appropriate charges.

COMPLIANCE WITH LAWS:

The Contractor shall conduct operations under this contract in compliance with all applicable laws, rules, regulations, orders, directives, including without limitation all applicable licensing, registration, certifications or other such requirements; provided, however, that the general specification shall govern the obligations of the Contractor where there exists conflicting ordinances of St. Johns on the subject.

PERFORMANCE BOND:

The Contractor shall furnish an annual performance bond in the amount equal to the annual contract figure with surety acceptable to the City guaranteeing performance of the contract. The Contractor shall renew the bond for each year of the contract.

REFERENCES:

The Contractor shall include with the bid a completed experience and equipment questionnaire (form enclosed) pertaining to the referenced work. Such information will be a consideration in awarding the contract.

INSURANCE:

The Contractor shall at all times during this contract maintain in full force and effect Employer's Liability, Workers' Compensation, Comprehensive General Liability and Property Damage, including contractual liability coverage for the hold harmless provisions. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder. The Comprehensive General Liability policy shall name the City of St. Johns as additional insured to protect its interests. The Contractor agrees to furnish the City evidence that such insurance has been procured and is in full force. Certificates of insurance must be provided for evidence and executed by an authorized agent or broker.

For the purposes of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES:

Workers' Compensation	MI Statutory
Workers' Compensation Employers Liability:	\$500,000
Commercial General Liability, including Products & Completed Operations aggregate	\$500,000 each occurrence/\$1,000,000
Automobile Liability	\$500,000 each occurrence/\$1,000,000 aggregate or combined single limit of \$1,000,000
*Excess/Umbrella Liability	\$1,000,000 each occurrence

*No Excess Required if Commercial General Liability policy provides limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

All policies affording the various coverage required by this section shall be endorsed to provide for a ten (10) day prior written notice to be delivered to the city before any of the coverage's afforded by these policies are either reduced or canceled.

INDEMNIFICATION:

The Contractor shall indemnify, defend and save harmless the City of St. Johns, its Commissioners, officers, agents, representatives and employees from and against all loss of expense (including costs and attorney's fees) by reason on any liability asserted or imposed upon the City, its Commissioners, officers, agents, representatives and employees for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work described herein, whether such injuries to persons, or damage to property, is due, or claimed to be due, to the negligence of the Contractor, the City, its Commissioners, officers, agents, representatives and employees.

NON-COLLUSION:

The bidder, by execution of the bid, thereby declares that the bids were made without collusion with any other person, firm or corporation making any other bids, or who would otherwise make a bid, and agrees to furnish all bid items in strict compliance with all Federal regulatory measures.

CITY'S RIGHT TO TERMINATE CONTRACT:

If the Contractor should be adjudged bankrupt or they should make a general assignment for the benefit of their creditors or if a receiver should be appointed on account of their insolvency or if the Contractor repeatedly refuses to supply enough labor, material or equipment to maintain the established schedules or collections or if they should fail to make prompt payment for materials or labor or disregards laws of the State of Michigan and ordinances of the City of St. Johns, or otherwise be guilty of violation of any provision of the contract, then the City may, without prejudice to any other right or remedy, terminate the contract, re-bid the same and evoke the performance bond.

ASSIGNMENT:

The Contractor shall not assign the contract or sublet as a whole or in part without the written consent of the City. Such consent does not release the Contractor from any of their obligations and liabilities under the contract. Violations of this specification shall result in instant forfeiture.

CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the Contractor has, by careful examination, satisfied themselves as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, the character and amount of equipment needed, the prevailing weather, the general and local conditions, and all other matters which can in any way affect the conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any other officer, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

INFECTION CONTROL - BLOODBORNE PATHOGENS:

The Contractor could be exposed to body fluids while performing the requirements specified herein. Accordingly, the Contractor warrants that he will comply with all "Universal Precautions" established and recommended by the Occupational Safety and Health Administration (OSHA) in the care, clean up and disposal of all potentially infectious materials. The Contractor further warrants that he or his employees will not hold the City of St. Johns responsible for contracting any infectious diseases while carrying out the work required herein.

GOVERNING LAW:

The laws of the State of Michigan hereto shall govern the contract and the legal relations between the parties. In performing the contract, the parties shall comply with all Federal, State and local laws, regulations, ordinances or legal requirements.

AMENDMENT:

The contract may not be altered or amended except pursuant to an instrument in writing signed by the parties hereto, except that any amendments thereto must be approved by resolution of the City Commission in order to bind the City.

ANNUAL MEETING:

Each year on the anniversary of the contract, (July) the Contractors shall appear before the City Commission at their next scheduled regular meeting to discuss the Contractors' contract performance.

SEVERABILITY:

In the event any provisions of the Agreement are determined to be illegal or unenforceable the remaining provisions hereof shall nevertheless be binding with the same force and effect as if the legal or unenforceable parts were deleted.

**PROPOSAL FOR
SOLID WASTE, RECYCLABLES AND SPRING CLEAN UP COLLECTION SERVICE**

TO: CITY OF ST. JOHNS
100 EAST STATE STREET
P.O. BOX 477
ST. JOHNS, MICHIGAN 48879

GENERAL

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER, and to provide Bonds and Insurance in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price indicated in this Bid and in accordance with the Contract Documents.

NON-COLLUSION

The undersigned agrees upon submitting this bid that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project.

PROJECT CONDITIONS

In submitting this Bid, the Bidder represents that the Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as the Bidder deems necessary.

BID SECURITY

Accompanying this proposal is a certified check or standard bid bond in the amount of Five Thousand dollars.

TIME OF COMPLETION

Bidder hereby agrees to commence work under this Contract on a date to be specified in the "Notice to Proceed" and to fully complete the project by the date specified in the Advertisement for Bids.

**BID PROPOSAL
CITY OF ST. JOHNS
SOLID WASTE, RECYCLABLES AND SPRING CLEAN UP COLLECTION SERVICE**

DO NOT DETACH - RETURN COMPLETED BOOK

TO: CITY OF ST. JOHNS
100 EAST STATE STREET
P.O. BOX 477
ST. JOHNS, MICHIGAN 48879

Proposals must be delivered before 2:00 p.m., Thursday, April 30, 2015.

In accordance with the advertisement inviting bids for furnishing refuse, spring clean up and recycling collection services for a period commencing July 1, 2015 and ending June 30, 2018, and in conformity with specifications, general provisions and addenda listed hereafter, the bidder hereby certifies that the bidder is the only person(s) interested in this bid as principal(s); that an examination has been made of the specifications, addenda and other information attached hereto; that the bidder has had sufficient time to investigate and has based the following bid on the bidder's own independent examination and investigation; that the bidder proposes to furnish all necessary equipment, tools, labor and other devices in the manner and at the time prescribed; that the bidder understands the specified services to be furnished at the following prices, and said prices are exclusive of all applicable Federal, State and local taxes, and the bidder hereby certifies that this bid is made without collusion with any persons, firm or corporation.

1. Weekly Refuse Collection and Disposal:

\$_____ Annual Cost City Wide 1st Year; commencing 07/01/2015

\$_____ Annual Cost City Wide 2nd Year; commencing 07/01/2016

\$_____ Annual Cost City Wide 3rd Year; commencing 07/01/2017

2. Weekly Recyclables Collection and Processing:

\$_____ Annual Cost City Wide 1st Year; commencing 07/01/2015

\$_____ Annual Cost City Wide 2nd Year; commencing 07/01/2016

\$_____ Annual Cost City Wide 3rd Year; commencing 07/01/2017

3. Spring Clean Up Project (Conducted once per year):

\$_____ Annual Cost City Wide for project to be performed spring of 2015

\$_____ Annual Cost City Wide for project to be performed spring of 2016

\$_____ Annual Cost City Wide for project to be performed spring of 2017

This bid (4) is to include one large item collected per week per household (52 per calendar year). Contractor to pick up and disposal of large items shall include but not limited to sofa, chair, tables, large kitchen appliances, boxed clothing, boxed construction material, automotive parts with all oil and gas removed and household fixtures/electronics or as described in S2 E.. The City reserves the right to administer this program by the use of tags if needed. For items that have Freon present the resident to coordinated directly with the contractor to insure that Freon will/has been properly removed and tagged before placing to the curb. The city shall coordinate with contractor a program for any additional request for large items and administer with a tagging type system.

4. Weekly Refuse Collection and Disposal and One Large Item Collection Per Week:

\$_____ Annual Cost City Wide 1st Year; commencing 07/01/2015

\$_____ Annual Cost City Wide 2nd Year; commencing 07/01/2016

\$_____ Annual Cost City Wide 3rd Year; commencing 07/01/2017

\$_____ Cost per unit for Freon removal, (paid by the resident directly contractor)

\$_____ Cost for a one time drop/collection for (2) 30-yard dumpsters (paid by the City)

The undersigned agrees that this proposal shall be effective for a period of Sixty days (60) days from the date established for opening of all bids.

Date: _____ Firm Name: _____

By: _____ Address: _____

Title: _____ Phone: _____

Fax: _____

**CITY OF ST. JOHNS
SPECIFICATIONS
FOR
SOLID WASTE, RECYCLABLES AND SPRING CLEAN UP COLLECTION
SERVICES**

DESCRIPTION OF WORK:

It is the intent and purpose of the City of St. Johns to execute a contract or contracts for the purpose of furnishing a comprehensive service for the collection, removal and disposal of refuse, collection and processing of recyclables, and spring clean up to household occupants of the City of St. Johns during a period of three years commencing on July 1, 2015 and ending June 30, 2018.

DEFINITIONS:

- A. Refuse - The term "refuse" shall include garbage and rubbish except animal and human excrement.
- B. Garbage - The term "garbage" means all animal and vegetable wastes resulting from handling, preparation, cooking or consumption of foods. This meaning shall include excess fruit from trees from residential property.
- C. Rubbish - The term "rubbish" means nonputrescible solid waste, including broken glass, crockery, bottles, metal cans, paper, newspapers, magazines, plant growth, wood and ash. Excluded is household hazardous waste.
- D. Recyclable Materials - The term "recyclable materials" is defined as separated newspaper, cardboard, glass containers (various colors), metal cans, plastic containers, paper bags, magazines, and any other materials that may be deemed as recyclable in the future.
- E. Clean Up Materials - The term "clean up materials" will include household refuse typically of a large or bulky nature such as: furniture, springs and mattresses, tin cans, bottles, crockery, broken glass, rags, newspapers, magazines, furnace pipe, stoves, water boilers, trunks, wood less than forty eight (48") inches in length, rubbish, trash, debris, waste, litter, scrap, packing, excelsior, straw, metal, cooking utensils, toys, porcelain, carpeting bundled with a length less than seventy two (72") inches, leather, rubber, shoes, clothing, ashes, cardboard, and household appliances.

Excluded will be garbage, hazardous waste, large automobile components, broken concrete and other building materials from major household repairs, alterations, or new construction, tires, batteries, fences, paint and debris from commercial or industrial establishments.

- F. Building Materials Refuse - The term "building materials refuse" shall mean rubbish from construction, remodeling, demolition and major repair operations on houses, commercial buildings and other structures, including, but not limited to excavated earth, sod, stones, brick, plaster, lumber, rubble, concrete, roofing and waste parts.
- G. Curbside - The term "curbside" refers to that area within arm's reach of public street right-of-ways.
- H. Yard Waste - The term "yard waste" refers to leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, brush and tree stumps.
- I. Hazardous Waste - The term "hazardous waste" shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semi-solid or containing gaseous material, which, because of its quality, concentration of physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment.

CITY DATA:

The following information is given as an aid to bidders. It is understood that this information, or any inaccuracies herein, in no way limits the contract or relieves the Contract of any obligation to furnish refuse collection service for the entire City of St. Johns as described in these documents.

CITY OF ST. JOHNS INFORMATION

Estimated population	7,865 population
Area	3.88 square miles
Street mileage	41.5 miles
Estimated residential units served	2,659 units
Refuse system	Purchased Designated Bags

The City of St. Johns makes no guarantee to the accuracy of the information provided herein, and the bidder is advised to conduct whatever independent study and allowances they feel is necessary to enable them to submit a bid, which protects their interest.

DATA SUBMISSION:

Any contractor performing solid waste, recycling or spring clean up collections shall submit the following information to the City annually. Also the City may request monthly/quarterly reports on tons of solid, recycling and spring clean-up collections

Solid Waste Collection: Quality of refuse
 End disposal facility

Recycling Collection: Quantities of recyclables, by material

Spring Collection: Number of appliances
 Quantity of steel recycled
 Quantity of junk disposed
 End disposal facility

RESIDENTIAL RECYCLING:

The Contractor shall provide weekly collection, processing and marketing of co-mingled recyclables. Each Bidder shall submit a listing of recyclables they intend to collect along with preparation requirements for recyclables (cleaned, bundled, flattened, size, etc.) The list shall be reviewed and adjusted annually.

Below is a minimum list of recyclables to be collected:

Newsprint (bundled or placed in brown paper bag)	Junk Mail
#2 Plastics HDPE - bottles and jugs (cleaned)	Telephone Books
#1 Plastics PETE	
Clear, green and brown glass containers (cleaned)	
Bi-metal, aluminum and steel cans (cleaned)	
Magazines and glossy inserts (bundled or placed in brown paper bag)	
Paper bags	
Corrugated cardboard (flattened)	

Flattened recyclables may be placed outside, but adjacent to the recycling containers for collection. Recyclables are limited only to those specified and typical of a household. Collection shall be on the same day as the weekly refuse collection schedule.

UNACCEPTABLE RECYCLING MATERIALS The Contractor will not collect materials in recycling bins if they are *not* included in list of recyclable materials contained in this Contract or that have been agreed upon in the yearly reviewed and adjusted list. Non recyclable items will be left in the recycling bin, further, it is required of the Contractor to leave a form identifying why the materials have been left.

RESIDENTIAL REFUSE/REQUIRED BAG SYSTEM:

The Contractor shall provide weekly refuse collection and disposal of all household items placed at the curbside for pick up. The Contractor shall provide written notice to the resident for any items not required to be collected, when left at the curbside (i.e.: hazardous waste, yard waste, etc.). The City shall be provided duplicate notification. The Contractor shall only pick up refuse that is in City of St. Johns green refuse bags.

OPTION 2: An alternative bidding for collection is one large “wheeled and lidded trash cart” per customer to be included in the bid proposal. If approved by City Commission, there would no green refuse bags during this contract period.

WEEKLY REFUSE COLLECTION LIMIT:

The Contractor shall be required directly under this contract to collect all, but only, refuse in City of St. Johns green bags from any residential unit consisting of five or less housing units. Also in Item 4 (P 3) in the bidding proposal there is an option for collection of one large item per week 52 total per calendar year. Please read carefully as this option if approved will eliminate the Spring Clean Up. The city reserves the right to administer this item.

COMMERCIAL SERVICE:

Other than what is specified for municipal refuse collection, the Contractor is advised that there shall be no commercial, industrial or institutional accounts included in the City refuse collection contract. This is a residential contract intended to provide service to one, two, three, four and five family dwelling units unless specified by the City. Multi-family residential apartments of six or more are considered as commercial buildings and owners are responsible for contracting separately for solid waste collection services. Mobile home parks are commercial and not included in this contract.

SPRING CLEAN UP MATERIALS COLLECTION:

The Contractor will provide for one (1) residential collection and disposal of clean up materials each year. The collections shall be conducted on a Saturday in May as agreed to between the parties a minimum of 90 days prior to May 1st of each year. The Contractor shall provide sufficient equipment and manpower to complete the collection in one day. All clean up collections shall be from the curbside. The Contractor may use open trucks for clean up materials only if proper covers and necessary care are provided to prevent loss of material while moving about the City or to the disposal area. The Contractor will be removing appliances which contain HFC or CFC (Freon) and the Contractor is required, and it is his sole responsibility, to cause the gasses to be removed from same by a certified, licensed contractor in accordance with the law, prior to disposal. Clean up materials are limited only to those specified and typical of a household. Also in Item 4 (P 3) in the bidding proposal there is an option for collection of one large item per week 52 total per calendar year. Please read carefully as this option if approved will eliminate the Spring Clean Up. The city reserves the right to administer this item.

The Contractor must furnish all manpower, equipment, and pay for all disposal charges, including disposal of appliances and metals for all residential properties. Major building demolition material, concrete, or dirt piles are not considered part of the clean up, nor are hazardous waste, drums, batteries, paint cans, other liquids, tires, or fences; and need not be picked up. Again, the City of St. Johns is researching possible changes to this program.

FREQUENCY OF RESIDENTIAL COLLECTION:

The Contractor shall provide collection services from all residential units once per week from the curbside.

SPECIAL WASTE:

The Contractor shall not be required directly under this contract to collect any hazardous waste.

REFUSE CONTAINERS:

City of St. Johns green bags shall be provided by the resident or property owner; shall be maintained in good condition and kept in as sanitary condition as is possible for their intended use. The maximum size of the containers shall be thirty (30) gallons. Green bags may be placed in containers. The combined weight of any receptacle and its bagged contents shall not exceed fifty (50) pounds.

If the containers or plastic bags are ripped or tipped over, the Contractor shall be required to pick up and haul away the bag and remaining contents. Any spillage from the bag or container before the Contractor handles it may be left undisturbed. However, if the Contractor, while in the process of handling a bag or container, shall spill all or some of the contents, he shall be responsible for cleaning up all of the spillage.

The City resident shall be responsible for containerizing all weekly refuse into City of St. Johns green bags.

RECYCLING CONTAINERS:

The Contractor shall furnish recycling containers for use by all City residences covered by this contract. The containers shall be approximately eighteen (18) gallon in size or larger, durable, drainable, with permanently affixed marking identifying the Contractor's name or "City of St. Johns Recycling". Containers shall be issued and registered by the Contractor. Missing containers at the end of the contract period shall be the responsibility of the Contractor.

OPTION 3: An alternative bidding for collection is a larger recycling container (with handle/wheels) per customer to be included in the bid proposal.

Pending delivery of specified recycling containers, the Contractor may furnish similar containers on a temporary basis. Such temporary containers shall be issued and retrieved by the Contractor without interruption of service. Instructions to proper recycling items shall be affixed to all containers. All expenses shall be the Contractor's responsibility.

LOCATION OF CONTAINERS:

All containers, and/or bags shall be placed at the street curb or along the road berm, whichever is applicable. The location shall be arranged to facilitate the removal of refuse and recyclables by the Contractor. The Contractor shall be required to make collections from this location. The Contractor shall not be required to collect refuse and recyclables off the road right-of-way. Where refuse and recyclables are placed in a right-of-way and may cause a safety hazard to other vehicular or pedestrian traffic. The Director of Public Services shall designate special locations for collection.

All approved collection containers that are placed at the curb shall be emptied by the Contractor and returned to the curb location in a neat and orderly fashion. If applicable, the Contractor shall see that all covers are replaced on the said containers. The Contractor will be held liable for in-kind replacement of containers that he damages in handling.

DAILY SCHEDULES:

The Contractor shall be required to follow the City's existing two-day collection schedule for households. Any change in the schedule is subject to the approval of the City with any coordination thereof required by the Contractor. All collection services are to be conducted on the same day for each household. Currently, approximately one half the City is collected on Wednesday and the alternate one half on Friday.

HOLIDAYS:

The following shall be holidays for purpose of this contract: New Eve/Year's Day, Martin Luther King Jr. Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Eve/Day. The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection services on the holiday, but such decision in no manner relieves the Contractor of obligation to provide collection services at least once per week. If a collection day falls on a holiday, the very next day will become a resident's collection day and the other days will be put backward one day.

TIME OF COLLECTION:

Unless otherwise mutually agreed upon, collection services will take place between 7:00 a.m. and 6:00 p.m. Weekly collections shall be conducted Wednesday and Friday.

SUPERVISION:

The Contractor must be represented in person or at all times have an authorized representative, acceptable to the City of St. Johns supervising the work. Complaints of missed pick-ups or service problems will be received and recorded at the City Offices. The City will provide the Contractor with a record of the complaints received daily, by 3:30 p.m. The Contractor shall either check in at City Offices in person (s) or they may furnish at no charge to the City a cell phone or Nextel so the City can contact the Contractor directly. The Contractor shall promptly and courteously investigate these complaints and take action where necessary. Prompt (within the day when so notified by 3:30 p.m.) action shall be taken to remedy any condition which constitutes a failure to fulfill the terms of this contract. The Director of Public Services shall have the right to determine the true validity of any complaints, as to the failure of the Contractor to fulfill the terms of this contract, and that his decision shall be final and binding upon the Contractor.

COMPLAINT LIQUIDATED DAMAGES:

There shall be deducted from the monthly payment to be made by the City to the Contractor the sum of one hundred (\$100.00) dollars for each properly verified incident of failure on the part of the Contractor to conduct collection services in accordance with the terms of this contract. A deduction of one hundred (\$100.00) dollars shall be made for each properly verified incident of carelessness on the part of the Contractor in the emptying of containers or otherwise permitting garbage or rubbish to be strewn on or about the properties. In case the Contractor, within twenty four (24) hours after notice of any such complaint, shall fail to make such collections or shall fail to clean up the property, depending on the nature of the complaint, an additional deduction of one hundred (\$100.00) dollars shall be made for each twenty four (24) hour period during which any such failure shall be allowed to continue after such notice. The sum deducted by the City under this provision shall be deemed and taken by the City as liquidated damages to the City and not as a penalty.

DRIVER'S LICENSE REQUIREMENTS:

The Contractor shall be responsible for insuring that employees driving his equipment in the City of St. Johns have a current, valid driver's license of the State of Michigan for the equipment being driven as required by law.

EQUIPMENT:

Each bidder shall submit with his/her proposal, specifications of all equipment to be used in the performance of this proposed contract. Equipment to be used for hauling of refuse and recyclables shall be late model, steel and/or aluminum body with covers, and non-leakable. All Contractor provided equipment to be used, is contingent upon the approval from the City of St. Johns. Also equipment used must meet all State and local agencies weight limits. The equipment shall be in such condition that the schedule of collection can be maintained. Breakdowns or faulty equipment will not be sufficient reasons to deviate from this schedule.

The Contractor shall use the equipment identified in his/her proposal, or equipment equal in type, specifications and age, usual wear and tear expected, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment that performance of the contract shall from time to time require.

The equipment must be available ten (10) days before any collections are to be made under the contract, at which time the City may inspect them.

All equipment used to collect and transport solid waste materials under the contract shall have current State of Michigan licenses and certifications required for this purpose. All operations of the Contractor are to be in accordance with the current 641 Plan for Clinton County.

ADJUSTMENTS IN PAYMENT:

In the event of new, or a change of existing, local, State or Federal laws or mandates related to the collection, disposal, or processing of refuse or recyclables, the Contractor may petition the City to be reimbursed proportionately for any such increased costs.

Unless otherwise provided for herein, no adjustments in payment will be allowed throughout the contract period for changes in units served, refuse disposal fees (tipping fees), recyclable processing fees, and cost of normal operations or inflation. **Fuel surcharges** shall not be placed into this contract until the price for Diesel reaches \$4.00 per gallon for six (6) consecutive months. Please indicate your fuel surcharge schedule on your letter head attached to this bid.

PAYMENT:

City will pay monthly 1/12 the amount of the annual contract amount within 20 days following the end of each month of service provided to the Contractor. Payment for spring clean up will be paid within 30 days of invoice from contractor completing the project.

BILLING AND COLLECTION FOR SERVICE:

The City shall bill and collect all rates, charges and/or fees from all occupants who receive the service.

SUPERFUND INDEMNIFICATION:

The Contractor shall indemnify, defend and save harmless the City of St. Johns from and against all loss or expense (including costs and attorney's fees) by reason of any liability asserted or imposed upon the City for remedial action imposed by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund) as a result of the solid waste disposed of as required herein.

SPLIT BID:

The City of St. Johns reserves the right to reject any or all bids or any part of same, to waive any irregularities or informalities and to make the award in part or entirety, as may appear to the City Commission to be in the best interest of the City of St. Johns.

Contractors may submit a bid for only a portion of the work specified herein. The City has the right to select one contractor for all services or a composite of contractors to provide the three services bid as the City deems to be in its best interest.

**EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
FOR
SOLID WASTE, RECYCLABLES AND SPRING CLEAN UP COLLECTION SERVICE**

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business as a contractor under your present name?

2. What municipalities has your company provided similar services to within the past five years? (Note: fill out each blank completely)

Name of Municipality	Contact Person/ Phone Number	Type of Work (Res. Refuse Coll.)	Dates of Work
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Summarize your plan for performing each option of the Bid and Summary of Requirements Form. (Use back of this page if necessary)

4. What equipment do you currently own that is available for the proposed work assuming the City elects all options of the Bid Proposal?

<u>Quantity</u>	<u>Item</u>	Age, Make, Description, Size <u>Capacity, etc.</u>	<u>Condition</u>	Years of Service <u>Remaining</u>

5. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you and assuming all options of the Bid Proposal are elected by the City?

<u>Quantity</u>	<u>Item</u>	Age, Make, Description, Size <u>Capacity, etc.</u>	<u>Condition</u>	Years of Service <u>Remaining</u>

**CITY OF ST. JOHNS
AGREEMENT
SOLID WASTE, RECYCLABLES AND SPRING CLEAN UP COLLECTION SERVICE**

This Agreement is dated as of the _____ day of _____ in the year 2015, between the City of St. Johns, hereinafter called OWNERS, and _____, hereinafter called CONTRACTOR.

CITY AND CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete the work as specified and indicated in the General Provisions, City of St. Johns Solid Waste, Recyclables and Spring Clean Up Collection Service Specifications which specifications are incorporated herein by reference in their entirety and which form a part hereof, generally described as follows: Solid waste, spring clean up and recyclables collection services. Service item or items covered by this Agreement _____.

ARTICLE 2 - CONTRACT TIME

July 1, 2015 through June 30, 2018 for items described in the bid document.
_____.

ARTICLE 3 - CONTRACT PRICE

CITY shall pay CONTRACTOR for performance of the work in accordance with the Bid Proposal contained in the Contract documents.

ARTICLE 4 - PAYMENTS

CITY will make monthly payments in accordance with the Contract documents for the solid waste and recyclables and one lump sum for the spring-clean up collection services after invoiced from the Contractor.

ARTICLE 5 - CONTRACT DOCUMENTS

The complete Contract between CITY AND CONTRACTOR consists of the following, attached hereto: AGREEMENT, INVITATION (Advertisement) TO BID, GENERAL PROVISIONS, BID PROPOSAL, SPECIFICATIONS, EXPERIENCE AND EQUIPMENT QUESTIONNAIRE, and NOTICE OF AWARD.

ARTICLE 6 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this contract in at least two (2) counterparts, each of which shall be deemed an original, the date and year first above written.

WITNESS:

WITNESS:

CONTRACTOR:

By: _____

Title: _____

OWNER: CITY OF ST. JOHNS

By: _____

Title: Mayor, City of St. Johns

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION

The OWNER has considered the Bid and other requested material submitted by you for the above-described work in response to its Advertisement for Bids.

You are hereby notified that you are awarded the Contract for the above described work in the amount of

1. Weekly Refuse Collection and Disposal:

\$_____ Annual Cost City Wide 1st Year; commencing 07/01/2015

\$_____ Annual Cost City Wide 2nd Year; commencing 07/01/2016

\$_____ Annual Cost City Wide 3rd Year; commencing 07/01/2017

2. Weekly Recyclables Collection and Processing:

\$_____ Annual Cost City Wide 1st Year; commencing 07/01/2015

\$_____ Annual Cost City Wide 2nd Year; commencing 07/01/2016

\$_____ Annual Cost City Wide 3rd Year; commencing 07/01/2017

3. Spring Clean Up Project (Conducted once per year):

\$_____ Annual Cost City Wide for project to be performed spring of 2015

\$_____ Annual Cost City Wide for project to be performed spring of 2016

\$_____ Annual Cost City Wide for project to be performed spring of 2017

4. Weekly Refuse Collection and Disposal and One Large Item Collection Per Week:

\$_____ Annual Cost City Wide 1st Year; commencing 07/01/2015

\$_____ Annual Cost City Wide 2nd Year; commencing 07/01/2016

\$_____ Annual Cost City Wide 3rd Year; commencing 07/01/2017

\$_____ Cost per unit for Freon removal, (Residents pays directly to contractor)

\$_____ Cost for a one time drop/collection for (2) 30 yard dumpsters (paid by the City)

You are required by the Specifications for said work to execute all items described therein within ten (10) calendar days from the date of this Notice to you.

If you fail to execute and furnish said items within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____ day of _____, 2015.

CITY OF ST. JOHNS

BY: _____
Mindy J. Seavey, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of
Award is hereby acknowledged by

this ____ day of _____.

BY: _____

Title: _____

CONTRACT AMMENDMENT #4
CITY OF ST. JOHNS
SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR RESIDENTIAL CUSTOMERS

This AMMENDMENT is made this 28th of June 2019, by and between the City of Saint Johns (hereinafter called the "CITY") and Granger Waste Services, a Michigan corporation, (hereinafter called the "CONTRACTOR").

WHEREAS, the parties entered into a SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR RESIDENTIAL CUSTOMERS (hereinafter called the "AGREEMENT"), dated MAY 27, 2015, and

WHEREAS, the parties amended the AGREEMENT on October 10, 2017, as CONTRACT AMENDMENT #1, and

WHEREAS, the parties amended the AGREEMENT on or about May 16, 2018, as CONTRACT AMENDMENT #2, and

WHEREAS, the parties amended the AGREEMENT on or about August 29, 2018, as CONTRACT AMENDMENT #3,

WHEREAS, the parties desire to amend and modify the AGREEMENT to add services, pricing, and other details for certain municipal services to be provided to the CITY;

NOW THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

1. Page 4, section 2 ("COMMERCIAL SERVICE") of the AGREEMENT shall be deleted in its entirety and replaced with the following:

COMMERCIAL SERVICE

Other than what is specified for municipal service(s), the Contractor will not service commercial locations as part of this contract. This is a residential contract intended to provide service to residential households. Multi-family residential apartments of six (6) or more are considered as commercial buildings and owners/tenants are responsible for contracting separately for solid waste collection services. Mobile home parks and similar, are considered commercial locations and will not be serviced as part of this contract.

Municipal service(s) shall be provided by CONTRACTOR at the following locations, at the addresses, quantities, sizes, frequencies, monthly costs, and beginning and ending at the start dates and end dates shown below:

Location Name	Location Address	Qty.	Size	Frequency	Monthly Cost
DPW and Wastewater Plant	855 N. Ottawa Street	1	2-yard	1x/week	Included

Location Name	Location Address	Service Type	Start Date	End Date
DPW and Wastewater Plant	855 N. Ottawa	Trash	08/01/2019	06/30/2023

2. Page 6, section 5, ("COMPENSATION"), subsection A ("Rates:") of AGREEMENT shall be deleted in its entirety and replaced with the following:

- A. Rates: The CITY shall pay CONTRACTOR, on a monthly basis, amounts for services hereunder, regardless of participation by the city residents, at the rates as set forth below and includes residential trash and recycling services chosen by the CITY for all residents.

1. **96-Gallon Cart Service and 96-Gallon Recycle Cart Service; 1x/Weekly Residential Trash Service and 1x/Every other week Recycling Service. (Exhibit A)**

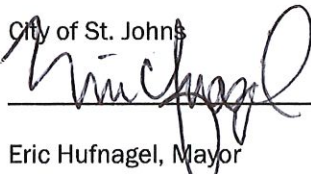
Extension Year	Start Date	End Date	Annual City-Wide Cost Basis	Monthly City-Wide Cost
Year 1	8/1/2019	7/31/2020	\$311,533.71	\$25,961.14
Year 2	8/1/2020	7/31/2021	\$319,322.05	\$26,610.17
Year 3	8/1/2021	7/31/2022	\$327,305.10	\$27,275.43
Year 4	8/1/2022	7/31/2023	\$335,487.73	\$27,957.31
Year 5	8/1/2023	7/31/2024	\$343,874.92	\$28,656.24

2. **Spring Clean Up Project (conducted once per year)**

Extension Year	Start Date	End Date	Annual City-Wide Cost
Year 1	7/1/2019	6/30/2020	\$49,849.72
Year 2	7/1/2020	6/30/2021	\$49,849.72
Year 3	7/1/2021	6/30/2022	\$49,849.72
Year 4	7/1/2022	6/30/2023	\$49,849.72
Year 5	7/1/2023	6/30/2024	\$49,849.72

IN WITNESS WHEREOF, the parties have executed this AMMENDMENT in the day and year first above written.

City of St. Johns


Eric Hufnagel, Mayor

Granger Waste Services, Inc.



By: Keith L. Granger, President/Chief Executive Officer

Exhibit A



CITY OF ST. JOHNS ST. JOHNS, MICHIGAN TRASH & RECYCLING SERVICES EXTENSION

**SUBMITTED TO: JON STOPPELS, CITY MANAGER
1000 EAST STATE STREET
ST. JOHNS, MI 49284
JUNE 28, 2019**

**SUBMITTED BY: GRANGER WASTE SERVICES, INC.
16980 WOOD ROAD
LANSING, MICHIGAN 48906
1-888-9GRANGER
(1-888-947-2643)
www.grangernet.com**



16980 Wood Road
Lansing, Michigan 48906-1044
1-888-9GRANGER (1-888-947-2643)
P 517-372-2800
F 517-372-9220
www.grangernet.com

June 28, 2019

Mr. Jon Stoppels
City Manager
City of Saint Johns
100 East State Street
Suite 1100
PO Box 477
Saint Johns, MI 48879-0477

Dear Mr. Stoppels:

RE: Trash and recycling agreement extension

Granger Waste Services, Inc. appreciates the opportunity to provide pricing to add 96-Gallon trash carts to the City of St. John's current waste removal service. These carts will allow for cleaner and safer operations for your citizens.

For 53 years, Granger has built strong customer and community relationships by delivering quality waste collection services. Being a family-owned, Michigan based business, we pride ourselves on our proven track record of providing waste hauling, disposal and recycling services to residential, institutional, commercial and industrial customers.

Our mission statement commits to creating and managing sustainable environmental solutions. We are pleased to offer the attached Proposed pricing to add 96-Gallon trash cart service to the City of St. Johns.

Granger's pricing is valid for 90 days.

If you have any further questions, please feel free to contact Scott Truman, Sales Manager, at struman@grangernet.com or 517-371-9742.

Respectfully,


Todd J. Granger
Chief Financial Officer

CITY OF ST. JOHNS

Granger Waste Services, Inc. is pleased to submit this proposal to add 96-Gallon Granger Carts for collection of your residential trash services for the City of St. Johns located in St. Johns, Michigan. We offer secure disposal - as Granger uses our own landfill, reliable recycling services and are proud to have long-standing relationship with the City of St. Johns and its residents.

GRANGER OVERVIEW

Granger is a family-owned and operated business based in Lansing, Michigan, with additional operational locations in Alma, Jackson and Grand Rapids. Guided by strong ethics, integrity and service, Granger has served as a leading comprehensive environmental management firm for more than 50 years. Harnessing resources to create ethical environmental solutions, we provide a full range of hauling and disposal services, landfill management and recycling.



Second, Third and Fourth Generation Granger Family

Granger employs more than 250 associates in various professional, service and technical positions. Our reputation for excellent customer service and waste hauling experience in the Mid-Michigan area make the Granger team highly qualified to satisfy the requirements of this request for proposal.

Primary Proposal Contact

Scott Truman
Sales Manager
Phone: 517-371-9749
Mobile: 517-388-3858
Email: struman@grangernet.com
Website: www.grangernet.com

CURRENT SERVICE LEVEL

- City of St. Johns
- Once a week trash collection, 6 bag service
- Once a week Recycling collection

PROPOSED SERVICE AND RATES

The following are proposed services which will start approximately August 1, 2019 and include cart trash service with a 5-year contract option for your consideration.

- City of St. Johns
- Once a week trash collection, adding Granger carts, no change in service day.
- Recycling service picked up every other week, no change in service day.
- 96-Gallon Granger Cart delivery at no extra cost.

Service Year	Type	Frequency	Cost
2019	96-Gallon Cart – Residential Trash 96-Gallon Cart – Recycle	1x/Week 1x/Every Other Week	\$25,961.14/Month
2020	96-Gallon Cart – Residential Trash 96-Gallon Cart – Recycle	1x/Week 1x/Every Other Week	\$26,610.17/Month
2021	96-Gallon Cart – Residential Trash 96-Gallon Cart – Recycle	1x/Week 1x/Every Other Week	\$27,275.43/Month
2022	96-Gallon Cart – Residential Trash 96-Gallon Cart – Recycle	1x/Week 1x/Every Other Week	\$27,957.31/Month
2023	96-Gallon Cart – Residential Trash 96-Gallon Cart – Recycle	1x/Week 1x/Every Other Week	\$28,656.24/Month

Granger will create a plan to properly educate the market regarding trash usage vs. recycle usage. This plan will include communication and support to the community for proper trash and recycling use and requirements.

The following locations are serviced by Granger at no charge to the City of St. Johns. Service dates are August 1, 2019 – June 30, 2023.

Location	Address	Type	Frequency	Value \$
DPW WWTP	1000 North US Highway 127	2 Yard	3x/Week	\$386
DPW WWTP	1000 North US Highway 127	4 Yard	3x/Week	\$235
City Park	805 West Park Street	6 Yard	3x/Week	\$274
City Police Station	409 S Wittemore Street	2 Yard	1x/Week	\$97
DPW WWTP	855 N Ottawa Street	2 Yard	1x/Week	\$77

RECYCLING

Once recyclables are picked up, they are unloaded and sorted at the Granger Recycling Center, then transferred to an intermediate processor in Traverse City. This material recovery facility uses advanced technology (including optical sorters, air separators, magnetic separators, eddy current separators, etc.) and a skilled workforce to quickly and efficiently separate the materials before they go on to their next destination to be processed into a new material. In 2018, 1,424.96 tons were recycled. These recycling efforts resulted in any one of the following environmental benefits:

- 24,224 trees saved
- 5,842,336 kWh of electricity conserved
- 85,498 pounds of air pollution eliminated
- 9,974,720 gallons of water preserved
- 4,745 cubic yards of landfill space preserved

DISPOSAL/LANDFILL LOCATION

Once trash is picked up from residents, it is transferred to Granger's Wood Street Landfill located at 16980 Wood Road in Lansing, Michigan. Landfills are engineered to be secure spaces to put trash, meaning the groundwater and surrounding area are diligently protected from the trash inside using the best available practices and technologies. Our landfills also serve an important purpose of providing fuel for renewable energy generation. Granger follows all guidelines set forth by the Michigan Environment, Great Lakes, and Energy.

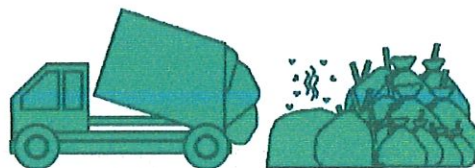
HOLIDAY SCHEDULE 2019

Granger observes six holidays during the year. If the holiday falls on a weekday, there is no collection that day and service for the remainder of the week is delayed by one day. Holiday delays are communicated in a variety of different ways, including social media. Residents also have the option of signing up for a holiday service reminder email. The holidays as an example for 2019 are detailed in the following table.

Holiday	Date
New Year's Day	January 1
Memorial Day	May 27
Independence Day	July 4
Labor Day	September 2
Thanksgiving Day	November 28
Christmas Day	December 25

TRUCKS AND EQUIPMENT

Granger has a long and successful history of providing hauling services within the mid-Michigan region. Our trucks are owned, maintained and operated by Granger associates and are currently used to service existing customers in the City of St.



Johns and surrounding areas. Truck Cameras/Tablets: Our state-of-the art on-board cameras and truck technology ensure efficient operations. The data we collect keeps our associates, customers and the general public safe and allow us to react swiftly and in real time to any issues, delays or changes in our service.

CUSTOMER SERVICE

We live by the Golden Rule—treating our customers the way we like to be treated—with integrity, courtesy and respect. We're here to help! Granger maintains several avenues for communication and customer service inquiries, including an extensive website, call center, email and social media. Supervisors track activity in real time throughout the day, which allows us to quickly address issues and delays.



- **Website:** Our website (www.grangernet.com) contains valuable information and customer support, as well as a quick and convenient way for customers to contact us and order additional services.

- **Customer Service:** Granger has dedicated customer service representatives available Monday – Friday, 7 a.m. to 5 p.m. We can be contacted toll-free at 1-888-9GRANGER or by email at info@grangernet.com. Our customer service representatives will deal promptly with any service concern.
- **Social Media:** Granger maintains a Facebook at www.facebook.com/collectingtomorrowsenergy and LinkedIn Account for social media updates and information.
- **City of St. Johns Website Page:** Granger can provide the City copy for its website including collection dates, contact information, customer service policies, links to our website and social media pages and any other pertinent information the City would like to share with its residents.



REFERENCES

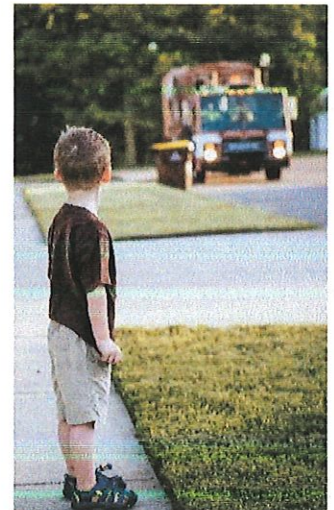
We invite you to contact the following references to evaluate our service performance. Both are current Granger customers with similar service specifications.

Municipality Name	Contact Person Phone Number	Service(s) Provided	Customer Since
City of Ionia, Michigan	Jason Eppler City Manager 616-527-4170	Residential trash and recycling collection	2002
Village of Saranac	Becky Straubel Village Treasurer 616-642-6324	Residential trash and recycling collection	2002

Customer Testimonials:

I was trying to bring the trash out and I got stuck walking on the icy driveway and your drivers stopped the truck and got out and helped me back up to the house. They didn't have to do that. It was so nice of them to help me. —A St. Johns customer

I want to say thank you to your worker. After he serviced my cart, he brought it up to me at my house and said thank you. I appreciate his kind gesture and great service. —A Lansing customer



SUMMARY

We thank you for the opportunity to submit our information and look forward to continuing our service to the City of St. Johns and its residents. If you have any questions or need additional information, please do not hesitate to contact us.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
March 11, 2024

Department: Planning and Zoning	Attachments:	Submitted to CA for Review
Subject: <i>Recommended Zoning Amendment – Off Street Parking</i>	<input checked="" type="checkbox"/> Recommended Zoning Amendment – Track Changes <input checked="" type="checkbox"/> Public-Facing FAQs Regarding Proposed Amendment (developed prior to Public Hearing) <input checked="" type="checkbox"/> Recommended Zoning Amendment – Ordinance Format	<input checked="" type="checkbox"/> <input type="checkbox"/> [N/A] <input checked="" type="checkbox"/>
Prepared by: Chris Khorey, (McKenna, Zoning Administrator)	Approved by: City Manager, Chad A. Gamble, P.E.	[N/A]

SUMMARY/HIGHLIGHT: The Planning Commission received advocacy that the existing regulations on recreational vehicle parking in residential areas are overly burdensome on homeowners and hard to enforce. The Planning Commission has worked for several meetings on amendments to those regulations, and has recommended the attached Zoning amendment to the City Commission.

BACKGROUND/DISCUSSION: The proposed amendment has the following key points:

- Distinguishing between “Full Size” Recreational Vehicles (those over 15 feet in length, such as motor homes) and “Small” Recreational Vehicles (those under 15 feet in length, such as four-wheelers)
- Tie the allowable number of outdoor-parked Recreational Vehicles to the size of the lot, and the type of Recreational Vehicle (Full Size or Small).
- Require a Zoning Permit for the outdoor winter storage of a Recreational Vehicle.
- Establish the following rules for parking Recreational Vehicles outdoors:

Dates	October 16 to April 30	May 1 to October 15
Allowable Parking Locations	Side and Rear Yards	All Yards
Must be parked on pavement?	Yes	If Parked in Front Yard
Zoning Permit Required?	Yes	No

STRATEGIC PLAN OBJECTIVE: Master Plan Neighborhoods Goal #1 States: “Preserve, Protect, and Enhance the Integrity, Economic Viability, and Livability of St. Johns Neighborhoods.” Allowing homeowners to park and store RVs in a way that promotes safety and quality neighborhood aesthetics furthers that goal.

FISCAL IMPACT: Fiscal impact is anticipated to be minimal, though staff hopes for some cost savings on code enforcement from the new Ordinance.

RECOMMENDATION: Staff requests that the City Commission approve the first reading of the recommended Zoning amendment.



Frequently Asked Questions on Proposed RV Parking Ordinance

On February 14, 2024 at 5:30 pm, the St. Johns Planning Commission will hold a public hearing on proposed revisions to the rules for parking recreational vehicles in residential districts. Below are some frequently asked questions regarding the proposed RV Parking Ordinance.

1. What is the definition of an RV in this ordinance?

Two classes of RVs are defined in this ordinance:

- “Full Size Recreational Vehicle”, which is 15 feet in length or longer, and includes vehicles such as motor homes, campers, boats, and trailers.
- “Small Recreational Vehicle” which is shorter than 15 feet in length, and includes vehicles such as snowmobiles, trail bikes, and golf carts.

2. How many RVs can I store on my property?

The number of RVs that can be stored on a property is based on “Recreational Vehicle Equivalents.” **A small recreational vehicle, as defined in the ordinance, represents 0.5 Recreational Vehicle Equivalents, whereas a full size recreational vehicle represents 1 Recreational Vehicle Equivalent.**

The table below show the number of Recreational Vehicle Equivalents allowed for each lot size:

Lot Size	<10,000 Square Feet	10,000-20,000 Square Feet	>20,000 Square Feet
Maximum Recreational Vehicle Equivalents	1	2	3

For example, if your lot is between 10,000 and 20,000 square feet, you are able to have:

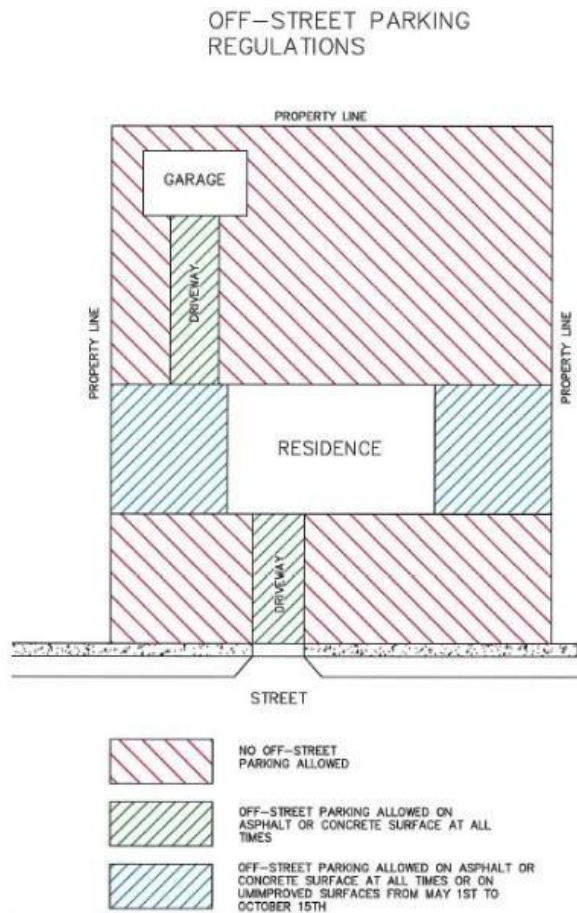
- 2 full size recreational vehicles
- 1 full size recreational vehicle and 2 small recreational vehicles
- 4 small recreational vehicles

3. Where can I store my RV?

Depending on the time of year, allowable storage of an RV changes.

- **Between May 1 and October 15**
 - You are able to park your RV outdoors in a rear or side yard 3 feet away from these property lines. Parking an RV in the front yard is prohibited.

- Parking an RV in a driveway or parking area is allowed, so long as driveway in the front yard leads to a garage, as shown below.



- **Between October 16 and April 30**

- Parking your RV outdoors is limited between these dates. An RV can be parked outside any time of year for less than 48 hours, provided that the RV is parked at least 20 feet from the front lot line. A Zoning Permit must be obtained before an RV can be parked outside for longer than 48 hours.
- If the RV is parked outdoors, it must be parked on a paved surface at least 9 feet wide and a minimum of 180 square feet.

4. Can I complete maintenance of my RV on my property?

Yes, but there are limitations on the types of maintenance and for how long you can complete maintenance on your RV on your property. If maintenance is being conducted outside of an enclosed building, it must not exceed a period of 24 hours at one time. Maintenance work cannot consist of any major repair, redesign, modification, or dismantling work, and only includes minor work that is required to maintain the normal operating condition of the vehicle.

Additional questions can be answered at the public hearing on February 14.

**CITY OF ST. JOHNS
RESOLUTION #10-2024**

**RESOLUTION TO INTRODUCE AN ORDINANCE TO AMEND THE CITY OF ST.
JOHNS CODE OF ORDINANCES
REGARDING OFF-STREET PARKING AND LOADING/UNLOADING AREA
REQUIREMENTS FOR FULL SIZE AND SMALL RECREATIONAL VEHICLES**

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 March, 2024 at 6:00 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, the City desires to regulate off-street parking regulations for full size and small recreational vehicles in residential districts by amending Section 155.341 of Title XV (Land Usage) of the City’s Code of Ordinances; and

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

WHEREAS, on February 14, 2024, the Planning Commission voted to recommend adoption of the Ordinance to the City Commission; and

WHEREAS, the City desires to introduce the Ordinance.

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

1. The City introduces Ordinance No.-_____, An Ordinance Amending The City Of St. Johns Zoning Code Regarding Off-Street Parking and Loading/Unloading Area Requirements for Full Size and Small Recreational Vehicles.
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 March, 2024.

Mindy J. Seavey, City Clerk

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

**AN ORDINANCE TO AMEND CHAPTER 155, SECTION 341 OF THE CODE OF
ORDINANCES
REGARDING OFF-STREET PARKING AND LOADING/UNLOADING AREA
REQUIREMENTS FOR FULL SIZE AND SMALL RECREATIONAL VEHICLES**

THE CITY OF ST. JOHNS ORDAINS:

Section 1. Section 155.341 of the City's Code entitled "Off-Street Parking Regulations within a Residential District" is hereby amended as follows:

§ 155.341 OFF-STREET PARKING REGULATIONS WITHIN A RESIDENTIAL DISTRICT.

(A) Intent. These off-street parking regulations have been adopted to improve safety, traffic circulation and aesthetics within residential districts in the city. They are intended to regulate parking patterns and the location and quality of parking areas in residential areas over the long term. It is not the intent of these regulations to regulate temporary, infrequent and irregular occurrences.

(B) All residential buildings or non-residential buildings in a residential district shall be provided with required parking areas on the same lot with the building or on a lot immediately adjacent to the lot with the building intended to be served, but not more than 100 feet from the building it is servicing.

(C) No repairing, modifying, or operations shall be allowed upon any vehicle, otherwise properly parked on a residential property, for a period in excess of 24 hours, except within fully enclosed buildings or if it is determined that such repair, modification, or operation will not constitute a nuisance or annoyance to adjoining property owners or occupants. Any such work within any 24-hour period allowed under this provision shall not, however, consist of any major repair, redesigning, modifying, or dismantling work but only such occasional minor work as may be required to maintain a vehicle in normal operating condition.

(D) In the event the foregoing regulations create any special hardship beyond the control of a particular resident, the Zoning Administrator is hereby given the authority to grant permission to an applicant to operate contrary to the provisions hereof for a limited period of time not to exceed 14 days.

(E) Required parking areas, including driveways -shall be constructed from materials that provide a hard surface (concrete ~~or~~, asphalt, or permeable pavement material), shall be drained properly, and shall be maintained in a safe and usable condition. Other hard surfaces, including, but not limited to, turf pavers, paving stones, open concrete grids, may be used with prior approval from the Zoning Administrator. Gravel, dirt, crushed aggregate, and other non-pavement surfaces shall not be permitted for required parking areas.

(F) Definitions

(1) "Full Size Recreational ~~vehicle~~ Vehicle" means any self-propelled or towed vehicle intended primarily for recreational purposes and longer than 15 feet in length, and shall include, but not be limited to, motor homes, ~~travel trailers, tent trailers, collapsible trailers, expandable trailers,~~ pick-up coach campers, ~~unattached pick-up covers, motorcycle trailers, snowmobile trailers, utility trailers, vehicle transporting trailers, stock car trailers, camping trailers, boat trailers, snowmobiles, trail bikes or cycles, unlicensed motorcycles or motor driven cycles, pontoon boats, rafts, ATV's, golf carts, and boats.~~ Trailers, including but not limited to travel trailers, tent trailers, collapsible trailers, expandable trailers, motorcycle trailers, snowmobile trailers, utility trailers, vehicle transporting trailers, stock car trailers, camping trailers, and boat trailers, shall be considered Full Size Recreational Vehicles for the purposes of this Ordinance.

(2) "Small Recreational Vehicle" means any self-propelled or towed vehicle intended primarily for recreational purposes and shorter than 15 feet in length and shall include, but not be limited to, snowmobiles, trail bikes or cycles, unlicensed motorcycles or motor driven cycles, rafts, ATV's, golf carts, and jet-skis.

(GH) Storage and parking of ~~r~~Recreational ~~vehicles~~ Vehicles within all residentially zoned districts shall comply with the following:

(1) — (1) Other than in an enclosed building, no person shall park or store more than one item of recreational equipment upon any lot or parcel the following number of Recreation Vehicle Equivalents. In the chart below, a Full Size Recreational Vehicle shall count as 1 Recreational Vehicle Equivalent, while a Small Recreational Vehicle shall count as 0.5 Recreational Vehicle Equivalents.

Table 13-2

<u>Lot Size</u>	<u><10,000 Square Feet</u>	<u>10,000-20,000 Square Feet</u>	<u>>20,000 Square Feet</u>
<u>Maximum Recreational Vehicle Equivalents</u>	<u>1</u>	<u>2</u>	<u>3</u>

—(2) All such vehicles shall remain unoccupied and shall not be connected to sanitary sewer facilities or have a fixed connection to electricity, water, or gas, except that the parking and occupancy of a recreational vehicle on private property shall be permitted for a period not to exceed two weeks, but not to exceed four times a year.

—(3) Recreational vehicles stored outdoors on any ~~city-private~~ lot or parcel between October 16 through April 30 must be parked on a hard surface ~~(asphalt or concrete)~~ at least 180 square feet in area, at least 9 feet wide at its narrowest

dimension, and meeting the requirements of Section 155.341.E. -Recreational vehicles must be parked behind the front line of the house. A Zoning Permit is required prior to storing a recreational vehicle outdoors between October 16 and April 30. The Zoning Permit need not be renewed annually if the requirements of this section are met.

(4) Parking is allowed on a paved driveway in the front yard, or in the side or rear yard on ~~the~~ grass or other unpaved surface from May 1 through October 15. (See graphic below.) A Zoning Permit is not required prior to storing a recreational vehicle outdoors between May 1 and October 15, except as described in Subsection 6.

<u>Dates</u>	<u>October 16 to April 30</u>	<u>May 1 to October 15</u>
<u>Allowable Parking Locations</u>	<u>Side and Rear Yards</u>	<u>All Yards</u>
<u>Must be parked on pavement?</u>	<u>Yes</u>	<u>If Parked in Front Yard</u>
<u>Zoning Permit Required?</u>	<u>Yes</u>	<u>No</u>

—(5) Corner lots have two front yards and two side yards (see graphic below). ~~The Zoning Administrator has the authority~~ A Zoning Permit shall be required to grant residents on a corner lot permission to park their recreational vehicle ~~in their side yard~~ in one of their front yards from May 1 through October 15. The vehicle must be parked at least 20 feet from both front lot lines. (See graphic below.)

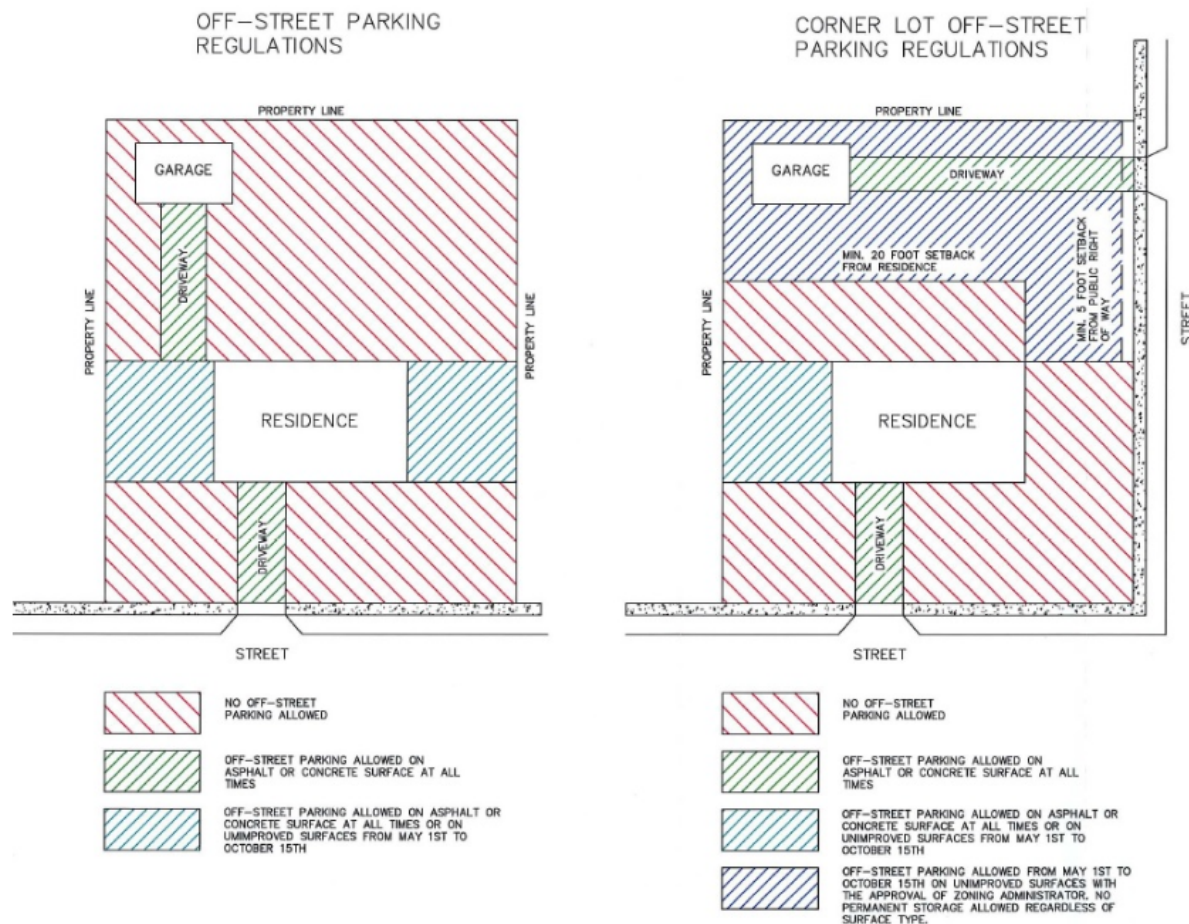
(6) Notwithstanding the above, any recreational vehicle may be parked outdoors at any time, on a private lot (with the permission of the property owner), for up to 48 hours, provided that the vehicle is parked at least 20 feet from the front lot line. After the initial 48 hours, the regulations above shall apply.

(7) At all times, a 3 foot setback must be maintained between the vehicle and all side and rear lot lines.

(H) No parking is allowed in the rear of buildings except in garages, driveways leading to garages, approved recreational vehicle parking pads, and other parking spaces approved by special use permit.

(H) Not more than three outdoor parking spaces are permitted on a residential lot unless additional spaces are permitted by special use permit. Small Recreational Vehicles as defined in Section F.2 shall not be counted towards the maximum number of outdoor parking spaces.

(JK) Motor vehicles shall be allowed to be parked only on a parking area or driveway. A parking area is defined as that portion of a lot used for the exclusive purpose of parking a motor vehicle. A driveway is defined as the maneuvering lane needed to allow vehicles to move from the street to a garage or to a public parking area at the far end of the maneuvering lane. ~~The driveway and No~~ parking area shall ~~not~~ be located in front of the residential structure.



Section 2. Validity and Severability. If any portion of this Ordinance or its application to any person or circumstance shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications of the Ordinance which can be given effect without the invalid portion or applications, provided the remaining portions are not determined by the court to be inoperable, and to this end Ordinances are declared to be severable.

Section 3. Repealer Clause. Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

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

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
March 11, 2024

Department: Planning and Zoning	Attachments:	Submitted to CA for Review
Subject: <i>Recommended Zoning Amendment – 1st reading - Downtown Development Parking Requirements</i>	[X] Resolution to Introduce Proposed Ordinance Changes	[X]
	[X] Recommended Zoning Amendment – Ordinance Format	[N/A]
	[X] Mckenna Memo – Minimum Downtown Parking Requirement Amendments	[X]

	[X] Resolution to Introduce Zoning Map Amendment	[X]
	[X] Draft Zoning Map Ordinance Amendment	[X]
	[X] Proposed Zoning Map showing Proposed Revisions	[N/A]
Prepared by: Chris Khorey (McKenna, Zoning Administrator)	Approved by: City Manager, Chad A. Gamble, P.E.	

SUMMARY/HIGHLIGHT: Parking in Downtown St. Johns has been a complex and sometimes contentious issue for some time. One of the issues frequently faced by the City has been impediments to desirable development in the downtown caused by Zoning Ordinance parking requirements. The Planning Commission has recommended Zoning amendments to right-size parking requirements, while ensuring that new development still adds to the parking system and does not burden existing capacity.

BACKGROUND/DISCUSSION: Currently, the CBD Central Business District Zoning District is exempt from parking requirements – developments in that district are not required to provide any dedicated parking. Meanwhile, all other districts in the City have the same parking requirements, whether they are located in the walkable core, or out in the rural/suburban fringe.

This system has created an imbalance on the edges of downtown, where one development is parking exempt, while one across the street is required to provide a large, dedicated parking lot. It has also led to the approval of two Conditional Rezoning Agreements specifically designed to right-size parking requirements for a desirable development.

The proposed amendment would create a tiered system of parking requirements:

- **Parking Exempt District.** Within this area, no dedicated parking would be required. The Parking Exempt District would only cover a portion of the CBD District (just the core blocks of Clinton Avenue), meaning the area completely exempt from parking requirements would get smaller.
- **Parking Reduction District.** Within this area, the residential parking requirement would be reduced from 2 spaces per dwelling unit to 1.25 spaces per unit, and all non-residential parking requirements would be reduced to 85% of the parking requirement for the rest of the City. Developers would have the option to further reduce those requirements (to 1.15

and 75%) through actions like adding bike racks, providing curbside pickup spaces, and payment in lieu of parking.

The boundaries of the two districts would be shown on the Official Zoning Map, which is why this amendment includes two proposed resolutions for approval one for the text amendment and a map amendment.

STRATEGIC PLAN OBJECTIVE: Master Plan Economic Development Goal #2 States: “Create a Vibrant Downtown with Diverse Businesses.” Creating a more fair system of parking minimums for the greater downtown furthers that goal.

FISCAL IMPACT: Fiscal impact is anticipated to be minimal, though Staff hopes that reduced red tape for downtown developments will speed up the pace of investments, and thus increased tax revenue.

RECOMMENDATION: Staff requests that the City Commission approve the first reading of the recommended Zoning amendments. If these changes are supported by the Commission, they would have to be passed in two separate motions that would be in the following recommended format.

1. Recommend the proposed resolution be adopted and related referenced documents to amend the CBD Zoning Ordinance text to support the proposed changes related to development-based parking requirements.
2. Recommend the proposed resolution be adopted and related referenced documents to amend the City’s Zoning Map to support the proposed changes related to development-based parking requirements.

**CITY OF ST. JOHNS
RESOLUTION #11-2024**

**RESOLUTION TO INTRODUCE AN ORDINANCE TO AMENDING THE CITY OF ST.
JOHNS CODE OF ORDINANCES REGARDING THE CREATION OF A PARKING
EXEMPTION ZONE**

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 March, 2024 at 6:00 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, the City desires to create a Parking Exemption Zone by amending Sections 155.340, 155.342, and 155.343 of Title XV (Land Usage) of the City’s Code of Ordinances, which would allow for a Parking Reduction District and Parking Exempt District; and

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

WHEREAS, on February 14, 2024, the Planning Commission voted to recommend adoption of the Ordinance to the City Commission; and

WHEREAS, the City desires to introduce the Ordinance.

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

1. The City introduces Ordinance No.-_____, An Ordinance Amending The City Of St. Johns Zoning Code Regarding the Creation of a Parking Exemption Zone.
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 March, 2024.

Mindy J. Seavey, City Clerk

88044:00001:200366444-1

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

**AN ORDINANCE TO AMEND CHAPTER 155, SECTIONS 340, 342, AND 343 OF THE
CODE OF ORDINANCES
REGARDING THE CREATION OF A PARKING EXEMPTION ZONE**

THE CITY OF ST. JOHNS ORDAINS:

Section 1. Section 155.340 of the City's Code entitled "Off-Street Parking General Requirements" is hereby amended as follows:

§ 155.340 OFF-STREET PARKING GENERAL REQUIREMENTS.

(A) Parking spaces required. Parking spaces shall be provided and adequately maintained in all applicable zoning districts, except ~~the CBD District~~ within the Parking Exemption Zone, for the off-street storage of motor vehicles for the use of occupants, employees, and patrons of each building and premise, and of such extensions, alterations, additions or changes in use of such building or premise as specified in § 155.342. These spaces shall be provided in amounts not less than hereinafter specified which shall not subsequently be reduced below the requirements of this chapter.

(B) Loading spaces not parking spaces. Loading space as required in § 155.344 shall not be construed as supplying required off-street parking space.

(C) Existing parking. Existing off-street parking facilities provided on the effective date of this Code and actually being used at that date for the parking of automobiles in connection with the operation of an existing building or use shall not hereafter be reduced below, or if already less than, shall not be further reduced below the requirements of this chapter for a similar new building or use.

(D) Change in requirements. Whenever after the effective date of this Code there is any change in use or any increase in number of employees, or an increase in floor area, or in any other unit of measurement specified in § 155.342, additional off-street parking facilities shall be provided on the basis of resultant change.

(E) Joint ~~use~~ Use and Mixed Use Developments. The joint use of parking facilities by two or more uses, including mixed uses on the same lot, is recommended whenever such use is practicable and satisfactory to each of the uses intended to be served, and when all requirements for location, design and construction can be satisfied.

~~—(1)—~~ In computing ~~capacities~~ the minimum parking requirements of any joint use parking lot, or parking lot for a mixed use development, the total spaces provided ~~requirement is the sum of the individual requirements that will occur at the same time. If peak space requirements for individual uses occur at distinctly different time from the peak requirements for other joint uses, the maximum capacity required for joint use may be reduced by the Planning Commission during site plan review to a total that is less than the sum of total individual space requirements, but~~ shall not be less than 50% of the off-street

parking facilities required of the uses computed separately. ~~For projects that do not require site plan review, the Zoning Administrator shall have the authority to similarly reduce the number of parking spaces required.~~

(2) A copy of an agreement among joint users shall be filed with the application for a zoning permit. The agreement shall include a guarantee for continued use of the parking facility for each party to the joint use.

(F) Floor area. For the purpose of § 155.342 the unqualified term "floor area" shall mean the sum of the gross horizontal areas of the several floors of a building used or intended to be used for office, merchandising or services to the public as customers, patrons, clients, patients or tenants, including areas occupied for fixtures and equipment used for display or sale of merchandise, but excluding floor areas which are used exclusively for storage, for housing of mechanical equipment integral with the building, for maintenance facilities, or for those areas so restricted that customers, patients, clients, salesmen, and the general public are denied access.

(G) Uses not mentioned. In the case of a use not specifically mentioned, requirements for off-street parking for a use which is mentioned and which is most similar to the use not mentioned shall apply, as may be determined by the Zoning Administrator.

~~(H) Mixed use. In the case of mixed uses, the total requirements for off-street parking facilities shall be the sum of the requirements of the individual uses computed separately, provided that this provision shall not apply where a use is accessory to the main use and is not intended to serve additional patrons or employees.~~

~~(H)~~ Parking facilities allocated once. Off-street parking facilities for one use shall not be considered as providing required parking facilities for any other use except as specified in division (F) of this section for joint use.

~~(H)~~ Fractional spaces. When determination of the number of off-street parking space required by this chapter results in a requirement of a fractional space, any fraction in excess of one-half shall be counted as one parking space.

~~(K)~~ Location of parking areas. Off-street parking areas shall be located, in relation to the use they are intended to serve:

(1) On the same or an adjoining lot or parcel of land.

(2) For industrial uses only, on the same or an adjoining lot or parcel of land except than an area for joint operation of parking facilities shall be located within desirable walking distance of the joint users' operations.

(3) In the Parking Reduction Zone described in Section 155.342.D, parking for a use may be located on a separate lot, up to 1,000 feet away from the use in question, if approved by the Planning Commission based on the following criteria.

a. Public right-of-way shall not be used to meet a minimum parking requirement, and shall not be considered to meet the requirements of this section.

b. The owner of the land use utilizing the parking must own or lease the parking spaces in question. In the event of a lease, the terms of the lease must be submitted to the City, and the lease must include language granting the user of the parking spaces an easement over the parking spaces, granting exclusive use of them. The easement shall not be revoked without approval of the City, the lease shall explicitly state such.

c. In the event that off-site parking that has been used to meet a minimum parking requirement is no longer available to the land use in question, the owner of the land use shall be required to make payment-in-lieu of parking, as described in Section 155.342.D.1.c.iii for all spaces lost, up to the minimum requirement of this Ordinance (as calculated for the Parking Reduction Zone)

~~a.d. in accordance with the following table.~~

TABLE 13-1 Location of Parking	
All Uses Except Industrial Uses	On the same or an adjoining lot or parcel of land
Industrial Uses	On the same or an adjoining lot or parcel of land except that an area for joint operation of parking facilities shall be located within desirable walking distance of the joint users' operations.

(~~LK~~) Use of parking spaces. No required parking spaces shall be used for storage of material, refuse, refuse containers, display of merchandise, including vehicles, or for the repair or servicing of machinery.

(~~ML~~) Barrier free parking spaces. Barrier free parking shall be provided in accordance with the current standards and rules of the Michigan Department of Labor, Construction Code Commission, Barrier Free Design Division.

(~~NM~~) Off-street parking spaces shall not be built within a road or street right-of-way.

Section 2. Section 155.342 of the City's Code entitled "Minimum Parking Space Requirements" is hereby amended as follows:

§ 155.342 MINIMUM PARKING SPACE REQUIREMENTS.

(A) The minimum amount of off-street parking space required under §§ 155.340 and 155.342 shall be determined in accordance with the following table:

(B) Either one space for ~~each two employees~~every 500 feet of gross floor area shall be required of all applicable uses in this schedule, or the requirements specified below, ~~whichever requires a greater number of spaces if the land use is specifically included in the chart.~~

TABLE 13-2	
Parking Requirements	
Use	Parking Requirements
TABLE 13-2	
Parking Requirements	
Use	Parking Requirements
Dwelling	Two spaces for each residential living unit in any residential living unit in any residential classification.
Housing for the Elderly	One space per unit plus one space per employee. If units revert to general occupancy, the two spaces per unit shall be provided.
Rooming and boarding houses and bed-and-breakfasts	One space per room afforded plus two spaces for the owner or managers.
Motels-hotels	One space per guest bedroom plus one space per employee of largest shift.
Car Washes	One space per employee of the largest shift.
Hospitals nursing homes	One space for each four beds.
Theaters, auditoriums, stadia, sports arenas	One space per four seats.
Churches	One space for each five seats in the main worship unit.
Dances halls, assembly and exhibition halls without fixed seats; community center, civic clubs, private clubs, lodges, and other similar type occupancy	One space per four persons of legal capacity.
Banks, business and professional offices	One space per 200 square feet of floor area.
Medical or dental offices and clinics	One space per 300 square feet of floor area or five spaces per doctor or dentist, whichever is greater.
Mortuaries and funeral homes	One space for every 25 square feet of floor area of chapels and assembly rooms.
Furniture and appliance stores, motor vehicle sales, machinery sales, personal service shops, household equipment or furniture repair shops, clothing and shoe repair or service shops, and hardware stores	One space per 200 square feet of floor area.
Convenience Store	One space per 250 square feet of floor area plus any spaces required for gas pumps.
Supermarket, self-service food stores	One space per 200 square feet of floor area.
All other retail stores	One space per 500 square feet of floor area.
Barbershops and beauty parlors	Two spaces per chair.
Restaurants and cafeterias	One space per four patron seats.
Bowling alleys	Five spaces per lane.

Elementary and junior high schools	One space per each instructor, plus one space per each employee and administrator, plus drop-off areas for school buses, plus spaces required for any assembly hall, auditorium and/or outdoor arena.
Senior high schools	One per each instructor, plus two per each employee and administrator, plus five spaces per each classroom, plus drop off areas for school buses, plus parking required for any assembly hall, auditorium or outdoor arena.
Auditorium, assembly halls and outdoor areas	One space per each three seats or six feet of bleachers.
Libraries, museums, post office	One space per 800 square feet of floor area.
Gasoline service stations	Two spaces per service bay plus one space per employee of largest shift.
Manufacturing and industrial uses other than warehouses, storage buildings, wholesale establishments	One space per employee of the largest working shift plus five visitor spaces; or one space for every 600 square feet of gross floor area of building, whichever bases provides the greater parking accommodations.
Warehouses, storage buildings, wholesale establishments	One space per 1,000 square feet of floor area.
Video Rental Establishments	One space per 100 square feet of floor area, with a minimum of eight spaces.
Miniature Golf Course	One and a quarter (1.25) spaces per hole plus one space per employee of the largest shift.
Driving Range	One spaces per driving tee plus one space per employee of the largest shift.

(C) **Parking Exemption Zone.** The Parking Exemption Zone is hereby established, and shall be designated on the official City of St. Johns Zoning Map. The purpose of the Parking Exemption Zone shall be to maintain the historic, walkable character of St. Johns, and recognize the public investment in on-street and other public parking, by eliminating most parking requirements within its boundaries.

(1) Within the Parking Exemption Zone, there shall be no minimum parking requirement for any land use, except that any lot containing 10 or more dwelling units must provide 1.15 off-street parking spaces per dwelling unit.

(2) The City Commission, upon recommendation from the Planning Commission and following the procedure in Sections 155.385-389, may add a lot or group of lots to the Parking Exemption Zone. In making a recommendation to the City Commission, the Planning Commission shall consider the following:

(a) The lot, or group of lots, must be adjacent to the existing Parking Exemption Zone.

(b) The lot, or group of lots, must be either developed with a walkable, historic character similar to the core of St. Johns, or be subject to a development proposal that would construct infill development with a similar walkable, historic character to the existing core.

c) Approving the expansion of the Parking Exemption Zone shall not place a burden on existing public or private on-street and off-street parking spaces. In reviewing this criteria, the Planning Commission shall determine where the residents, employees, and/or customers of the newly exempt lots would park, and whether those parking areas have sufficient capacity.

d) Approving the expansion of the Parking Exemption Zone must affirmatively further the goals of the City of St. Johns Master Plan, Downtown Plan, or both.

(D) **Parking Reduction Zone.** The Parking Reduction Zone is hereby established, and shall be designated on the official City of St. Johns Zoning Map. The purpose of the Parking Exemption Zone shall be to recognize the walkable character of the immediate surroundings of Downtown St. Johns, and to allow investment and development in that area without the need for large parking areas which create hazards to walkability and harm economic vitality. However, the Parking Reduction Zone acknowledges the need for automobiles for personal mobility, and therefore the need to require parking, even at a reduced level compared to the base requirements of this Ordinance.

(1) Within the Parking Exemption Zone, the minimum parking requirements shall be as follows. These requirements shall supersede the requirements in Section 155.342.B

(a) **Residential Uses:** 1.25 parking spaces per dwelling unit. This may be reduced to 1.15 parking spaces per dwelling unit using the automatic reductions in Section c below.

(b) **Non-Residential Uses:** 85% of the minimum parking requirement as described in Section 155.342.B. This may be reduced to 75% of the minimum parking requirement as described in Section 155.342.B using the automatic reductions in Section c below.

(c) **Automatic Reductions:** The following shall automatically reduce the parking requirement as described in Sections a and b above.

(i) **Provision of Bicycle Parking.** The minimum automobile parking requirement shall be reduced by 1 space for every five spaces made available for secured, on-site parking of bicycles.

(ii) **"15 Minute" Spaces.** For non-residential uses only, parking spaces designated with a time of limit of 15 minutes or less shall each count as 1.5 spaces towards the minimum parking requirement. Reserving spaces for curbside pickup, ride sharing, and other short-term parking occupancy reduces the overall parking need, and therefore qualifies for a reduction under this Ordinance.

(iii) **Payment in Lieu of Parking.** At the time of Site Plan Approval, an applicant may make payment to the City in lieu of providing parking. The required fee per parking space removed from the minimum requirement shall be set by the City Council by resolution. The City shall

set aside all funds received from Payments in Lieu of Parking for improvements to the public parking system, both on-street and off-street, in and around Downtown St. Johns.

(2) The City Commission, upon recommendation from the Planning Commission and following the procedure in Sections 155.385-389, may add a lot or group of lots to the Parking Reduction Zone. In making a recommendation to the City Commission, the Planning Commission shall consider the following:

(a) The lot, or group of lots, must be adjacent to the existing Parking Reduction Zone.

(b) The lot, or group of lots, must be either developed with a walkable, historic character similar to the core of St. Johns, or be subject to a development proposal that would construct infill development with a similar walkable, historic character to the existing core. In the context of the Parking Reduction Zone, the “walkable, historic character” shall include the close-in neighborhoods of the City, which include single family homes and small multi-family residential laid out in a grid pattern on small lots.

c) Approving the expansion of the Parking Reduction Zone shall not place a burden on existing public or private on-street and off-street parking spaces. In reviewing this criteria, the Planning Commission shall determine whether the reductions included in the Parking Reduction Zone would create overflow parking needs, and how those overflow needs would impact other parking areas in the vicinity.

d) Approving the expansion of the Parking Reduction Zone must affirmatively further the goals of the City of St. Johns Master Plan, Downtown Plan, or both.

Section 3. Section 155.343 of the City’s Code entitled “Design-Construction Requirements and Permitted Use of Vehicle Parking” is hereby amended as follows:

§ 155.343 DESIGN-CONSTRUCTION REQUIREMENTS AND PERMITTED USE OF VEHICLE PARKING.

(A) No repairs or service to vehicles and no display for purposes of sale shall be carried on or permitted upon such premises.

(B) A minimum space dimensions of ten feet wide and 20 feet deep shall be provided for each vehicle parking space; each space shall be definitely designated and reserved for parking purposes; each space shall be accessible separately from a street; each parking area shall be so designed and marked as to provide for orderly and safe movement and storage of vehicles.

(C) Except for parking spaces provided on residential lots, ~~an access drive~~ a drive aisle of at least 20 feet in width shall be provided accessing all parking spaces. ~~Complying with the minimum requirements shown in table 13-1.~~

(D) Except for parking spaces provided on residential lots, no parking area shall be constructed less than 1,000 square feet in area.

(E) Parking areas shall be covered with a pavement having an asphalt or Portland cement binder and shall be graded and provided with adequate drainage facilities in compliance with the City of St. Johns Drain Code. Curb and gutter shall be provided around the perimeter of the parking area.

(F) When lighting facilities are used, they shall be so arranged that any light source shall not be visible from any point beyond the parking area lot lines.

(G) Landscaping, fences and walls shall be provided in conformance with §§ 155.295 through 155.304 of this chapter.

(H) No signs shall be erected on the premises, except one at each of the points of ingress and egress, and such sign may bear the name of the operator of the lot and the enterprise it is intended to serve. Such signs shall not exceed ten square feet in area and an overall height of ten feet. However, signs for the orderly and safe movement of pedestrian and vehicular traffic in the parking area may be used as required.

(I) Curb blocks are prohibited.

(J) ~~The Planning Commission may modify the above standards when a demonstrated need is documented by the applicant and the Planning Commission determines that the proposed alternative complies with the intent of this chapter.~~ **Electric Vehicle Chargers:** Electric Vehicle Chargers are permitted in all parking lots, and are not subject to the regulations in Section 155.184 and 155.189 regarding accessory structures. No electric vehicle charger shall be designed or located in such a way as to reduce the dimensions of a parking space or drive aisle below the minimums established in this section, nor shall any electric vehicle charger be designed or located to reduce the number of parking spaces in a lot below the minimums established in this Ordinance.

(K) Driveway approaches (between the sidewalk and the road) shall be constructed from materials that provide a hard surface (concrete, asphalt, or permeable pavement material), shall be drained properly, and shall be maintained in a safe and usable condition. For any property with a driveway approach that does not meet this requirement, the driveway shall be upgraded to the required material at the time of zoning approval for any site improvement that adds pavement or buildings, or any other improvement that requires Site Plan Approval (Administrative, Committee, or Planning Commission).

Section 4. Validity and Severability. If any portion of this Ordinance or its application to any person or circumstance shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications of the Ordinance which can be given effect without the invalid portion or applications, provided the remaining portions are not determined by the court to be inoperable, and to this end Ordinances are declared to be severable.

Section 5. Repealer Clause. Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 6. Effective Date. This Ordinance shall be effective twenty (20) days after final approval.

88044:00001:200365875-1



Memorandum

TO: City of St. Johns Planning Commission

FROM: Christopher Khorey, AICP, Senior Principal Planner

SUBJECT: Minimum Parking Requirement Amendments

DATE: January 3, 2024

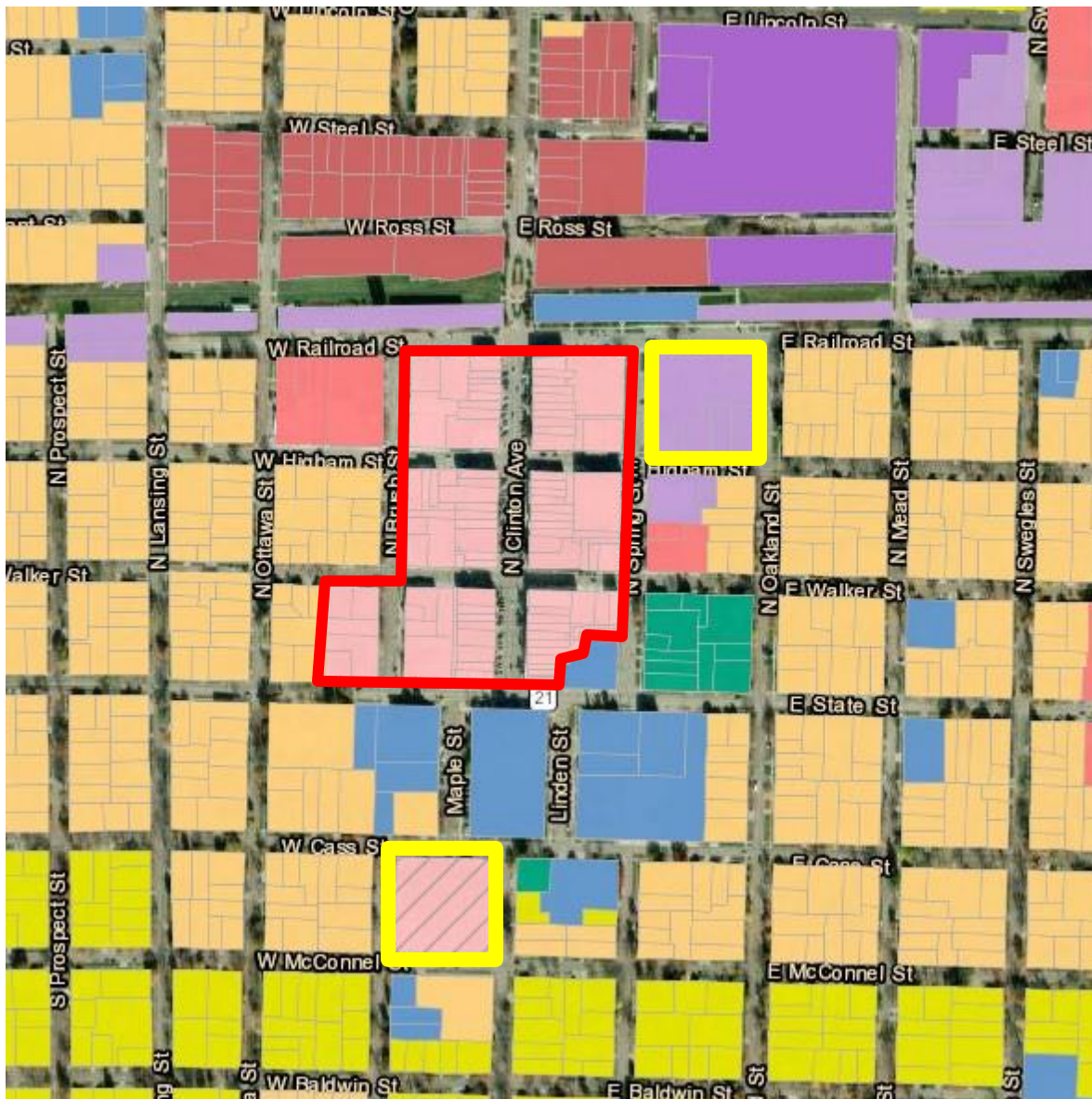
In recent years, St. Johns has experienced more demand for development (particularly residential development) on the edges of its downtown. While this development is considered desirable under the City's Master Plan and Downtown Plan, the approval processes have been hampered by parking concerns. Projects have had to use unwieldy Conditional Rezoning processes, and haggling between the City and developers over the number of parking spaces has been common.

The Planning Commission has developed a proposed set of amendments regarding downtown parking. The amendments are scheduled for a public hearing on January 10, 2024. This memo includes the context for the amendments.

CURRENT PARKING REQUIREMENTS

Currently, there are two levels of parking requirements in the Zoning Ordinance: the CBD Central Business District Zoning District and Everything Else. The CBD District exempts all uses from minimum parking requirements. All other districts are subject to the parking requirements in Section 155.342 of the Zoning Ordinance. For residential developments, the requirement is two parking spaces per unit.

This creates an "all or nothing" situation, as shown on the map on the following page.



No Parking Requirement



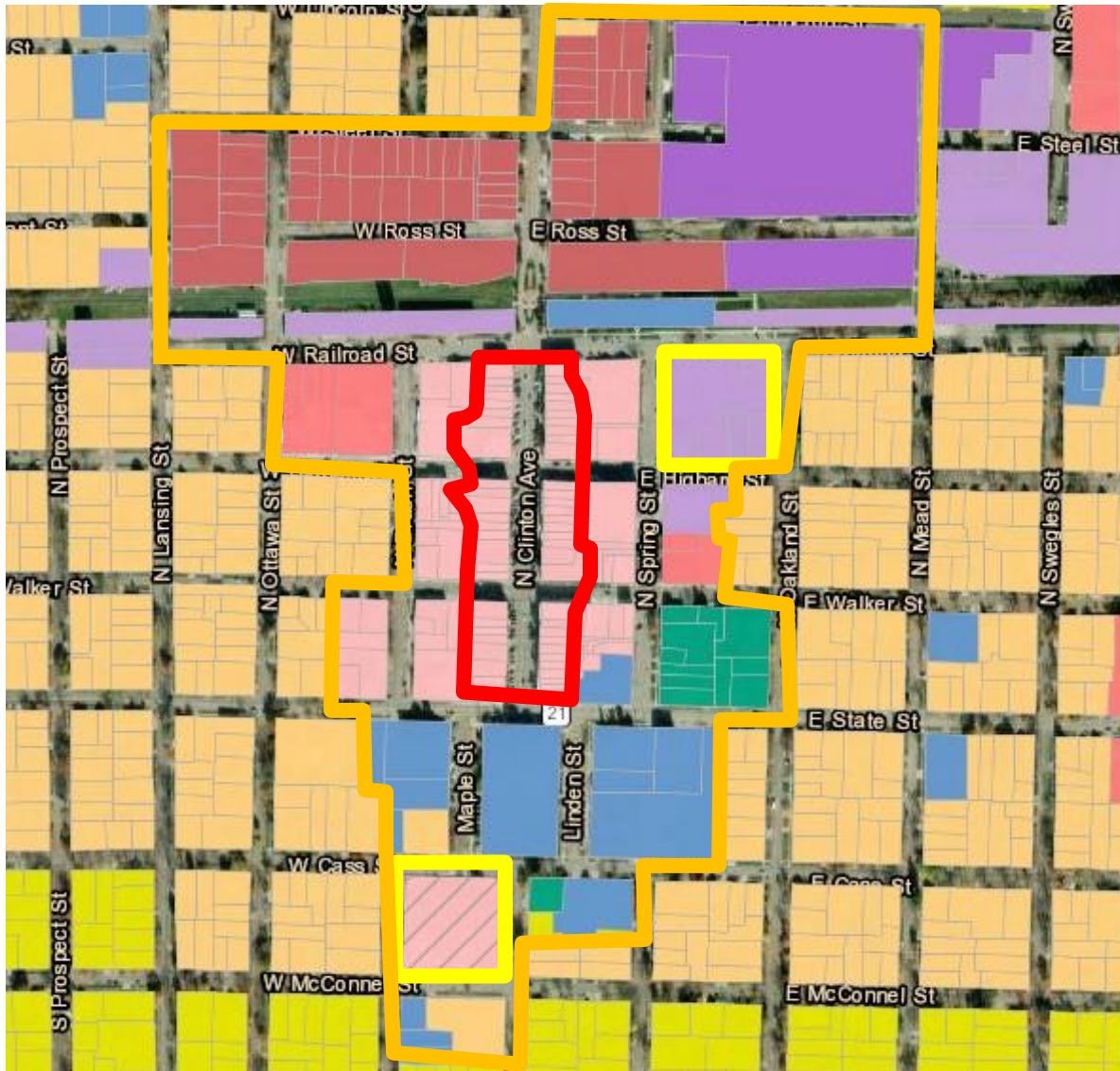
Conditional Rezoning Agreements






PROPOSED PARKING REQUIREMENT REVISIONS

The strategy for parking requirements has three levels:

- **Parking Exempt Zone:** This area would be reduced from the current CBD District to encompass just the core downtown shopping district along Clinton Avenue. Developments with 10 or more housing units would be required to provide parking, even if they are in the Parking Exempt Zone. They would be subject to the rules of the Parking Reduction Zone instead.
- **Parking Reduction Zone:** We recommend that this area allow reductions from the parking requirements in Section 155.342, such as the following:
 - **Residential:** 1.25 spaces per dwelling unit (reduction from 2 spaces per dwelling unit). The parking requirement could be reduced to as low as 1.15 spaces per dwelling unit, based on the automatic reductions described below.
 - **Non-Residential:** 85% of the requirement in Section 155.342, with the possibility to reduce down to as low as 75% using the reductions below.
 - **Off-Site Parking Lot by Special Use Permit:** A private, off-site parking lot could be established to meet some or all of the parking requirement, but would be subject to a Special Use Permit.
 - **Automatic Reductions:**
 - **Bike Racks:** 1 parking space would be removed from the minimum requirement for every 5 bike racks provided at the development.
 - **Curbside Pickup Spaces:** Curbside Pickup parking spaces would count as 1.5 spaces each, for purposes of determining compliance with the required minimum, because parkers using curbside pickup spaces occupy the space for less time than a regular parking space.
 - **Payment in Lieu of Parking:** A developer could pay to reduce the minimum parking requirement. We recommend that the fee be significant, and reflect the City's actual costs to construct and maintain public parking spaces – something on the order of \$15,000 per space. This system could be used to replace required private off-street parking with public on-street parking, which has been done in the past, but has not had a formalized mechanism.
- **Full Parking Zone:** This area would include the rest of the City and would be subject to the full requirements of Section 155.342.



-  Parking Exemption Zone
-  Parking Reduction Zone
-  Conditional Rezoning Agreements



OTHER ASPECTS OF AMENDMENTS

Expansion of the Parking Reduction Zone or Parking Exempt Zone

The Amendments include criteria for City Commission approval of an expansion of the boundaries of the Parking Reduction Zone or Parking Exempt Zone. One key criteria should be that the site in question must be adjacent to the existing boundaries.

Uses Not Listed in Section 155.342.B

Currently, all uses listed in Section 155.342.B are required to provide the number of spaces listed in the chart in that section, or one space per two employees, whichever is more. However, the City has not been applying the “whichever is more” standard in recent years, and the number of employees for a given use is subject to change following site plan approval.

Therefore, the amendments revise Section 155.342.B to state that all uses not listed in the chart shall provide parking at a rate of 1 space per 500 square feet or gross floor area, and the “whichever is more” standard has been removed.

Mixed Use/Joint Use: Currently, mixed use developments have to provide the full minimum parking requirement for all uses (Section 155.340.H), but “joint use” parking lots can have their parking requirement reduced to 50% of each use by the Planning Commission or Zoning Administrator. The amendments would clarify that any joint use parking lot, or parking lot for a mixed use development, shall be required to provide 50% of the combined minimum parking spaces for the uses using the lot.

Section 155.343.J: This section currently reads:

The Planning Commission may modify the above standards when a demonstrated need is documented by the applicant and the Planning Commission determines that the proposed alternative complies with the intent of this chapter.

It is not clear what the Ordinance means by “the above standards.” Section 155.343 is the design and construction requirements for parking lots, which should not be waived for health and safety reasons. This language has been used to waive the standards of Section 155.342, which includes the number of required parking spaces, but it’s not clear that that was the intent. With the Parking Exemption and Parking Reduction Zones in place, this section is eliminated in the proposed amendments.

Drive Aisle Width

Section 155.343.C has been revised in the amendments to clarify that all drive aisles accessing parking space must be at least 20 feet wide.

Electric Vehicle Chargers

The Amendments also include standards for electric vehicle chargers. EV chargers would be exempted from the requirements for accessory structures, but prohibited from reducing the size or number of parking spaces within a lot.

I look forward to discussing this topic at the public hearing on January 10.

**CITY OF ST. JOHNS
RESOLUTION #12-2024**

**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 March, 2024 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, in an effort to maintain the City’s historic and walkable character, and in recognition of the public investment in on-street and other parking, the City wishes to eliminate most parking requirements within its designated Parking Exemption Zone; and

WHEREAS, upon giving notice in accordance with the MZEA, the City Planning Commission held a public hearing to consider the proposed addition of a Parking Reduction District and Parking Exempt District to create the Parking Exemption Zone; and

WHEREAS, on February 14, 2024, 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 March 18, 2024, the City shall introduce Ordinance No. _____, 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.-_____, 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 March, 2024.

Mindy J. Seavey, City Clerk

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

AN ORDINANCE TO AMEND CITY'S ZONING MAP

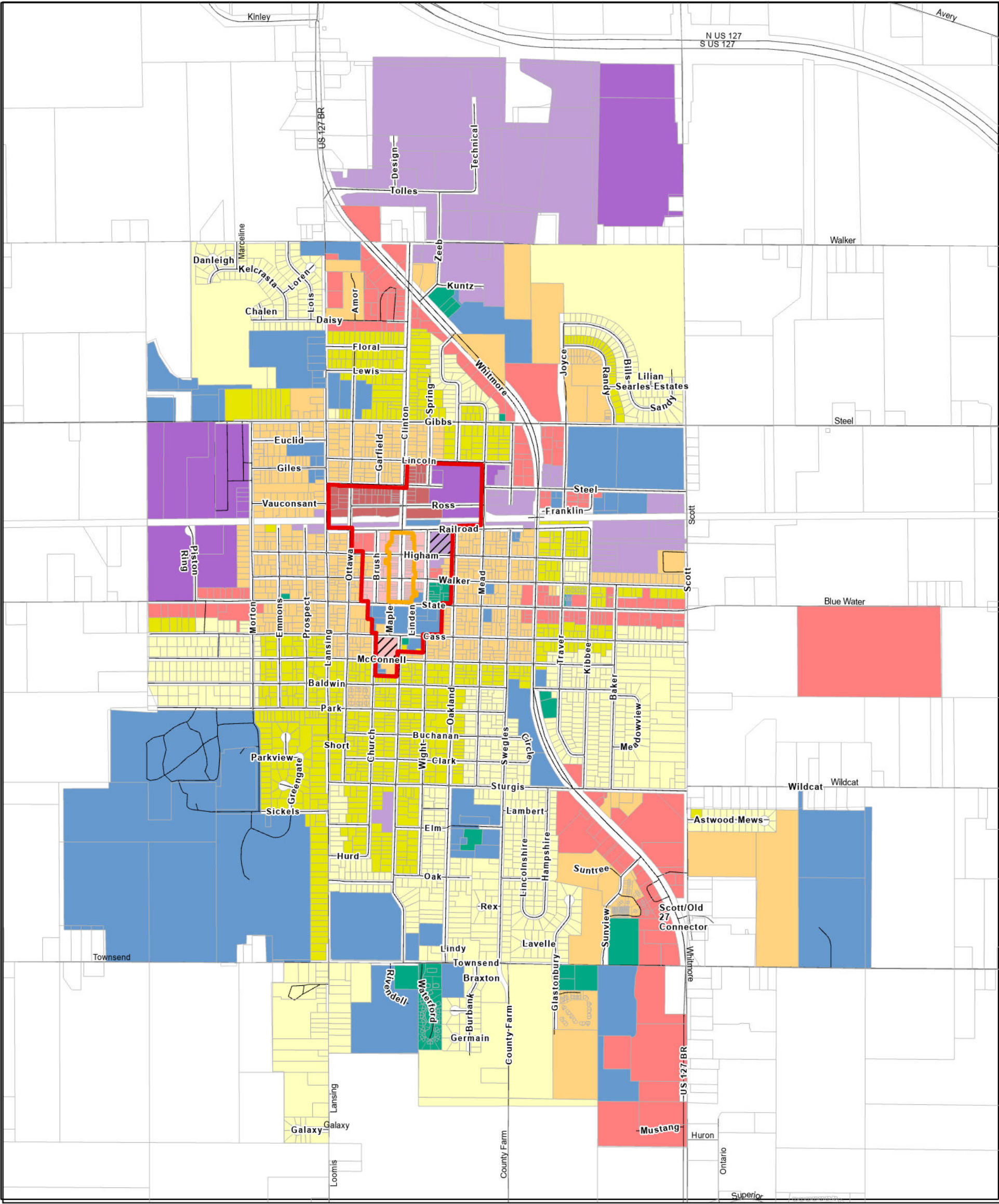
THE CITY OF ST. JOHNS ORDAINS:

Section 1. The City hereby amends the City's Zoning Map to establish the Parking Reduction District and Parking Exemption District as shown on the City Zoning Map under the St. John's Zoning Ordinance, a copy of which is attached and incorporated herein as **Attachment A**.

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.



Zoning Map

City of St. Johns, Michigan

Draft January 18, 2024

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
- Parking Reduction District
- Parking Exempt District
- <all other values>



0 500 1,000
Feet

Basemap Source: Michigan Center for Geographic Information, v. 17a.
Data Source: Clinton County 2021. McKenna 2023.

