

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, May 20, 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 meeting minutes of April 22, 2024
 - Regular meeting minutes of April 22, 2024
- b. Receipt of Warrants
 - In the amount of \$431,085.49
- c. Agreement between City of St. Johns and Clinton County Arts Council/Music in the Park 2024 season
 - Staff recommends that the city commission ratify the agreement for the concert in the park series and authorize the mayor and clerk to sign.
- d. Permit for Fireworks – Night Magic Displays
 - Staff recommends that the city commission approve the permit for fireworks other than consumer or low impact for Night Magic Displays for the July 4, 2024 Rotary Club Fireworks Display and authorize the mayor to sign.

- e. Wolverine Engineering As Needed Professional Services Agreement Extension
 - Staff recommends that the city commission approve the Wolverine Engineering As Needed Professional Services Agreement Extension and authorize mayor to sign.
- f. National Night Out Donation Request
 - Staff recommends that the city commission approve the solicitation of donations to help fund the Police Department's National Night Out event, per the City Donation Policy.
- g. Traffic Control Order - #392-24 – Rescind TCO #302-00 and direct that all parking spaces in the 100 block of W. Walker Street be 2-hour parking
 - Staff recommends that the city commission approve Traffic Control Order 392-24 as submitted making the order permanent.
- h. Brownfield Authority Board Appointment
 - Staff recommends that the city commission appoint Dr. Anthony Berthiaume, Ph.D. (Superintendent, St. Johns Public Schools) to the Brownfield Authority Board replacing previous superintendent, Mark Palmer (term expires 06/2026).
- i. City Policy Updates to 322 Life Insurance and 324 Short Term and Long Term Disability
 - Staff recommends that the city commission approve the policy changes to provide more life insurance and short term and long term disability coverage for our employees.
- j. Annual Screening of Compost
 - Staff recommends that the city commission approve the bid of Mint City Excavating for \$7,000 to complete the process of screening the compost at the Kinley Road site.
- k. New Water Plant Lawn Mower
 - Staff recommends that the city commission approve the purchase of the Bad Boy Rouge lawn mower from TREK Power Equipment in the amount of \$12,459.30.
- l. Annual Brush Grinding & Hauling
 - Staff recommends that the city commission approve the bid from Michigan Wood Fibers for the cost of \$17,470 for the annual grinding of the compost site brush pile.
- m. Establishment of Gallagher Benefits Services, Inc. as Agent of Record for City Benefits
 - Staff recommends that the city commission authorize the mayor to sign the referenced contract from Gallagher Benefits Service, Inc. to serve as the City's Agent of record.
- n. City Manager Salary – 2024/2025 Fiscal Year
 - The Personnel Advisory Board recommends that the city commission approve a 5.5% increase in the City Manager's salary for the 2024/25 fiscal year.
- o. Lease Agreement Regarding Rental of City Owned Land for Farming
 - Staff recommends that the city commission approve the Lease Agreement Regarding Rental of City Owned Land for Farm with Jessica Chant for June 1, 2024 to December 31, 2024 and authorize the mayor and clerk to sign.
- p. Parking Violation Authority for Police Department Summer Intern
 - Staff recommends that the city commission approve the extension of parking enforcement authority to Police Department Intern Makayla Kent for the duration of her internship under the direction of the Chief of Police.

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

B. PUBLIC HEARINGS:

1. Proposed 2024/2025 Fiscal Year Budget & Resolution #19-2024 *(6:07 pm – 6:18 pm) Action Item*
(Presenters: Chad Gamble, City Manager; Kristina Kinde, Treasurer)

C. PERSONS WISHING TO PRESENT TESTIMONY:

1. Introduction of Police Intern – Makayla Kent *(6:18 pm – 6:21 pm) Discussion only*
(Presenter: David Kirk, Police Chief)
2. Public comment - agenda & non-agenda items *(6:21 pm – 6:24 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. Baker Tilly Water and Sewer Rate Study Presentation *(6:24 pm – 6:54 pm) Action Item*
(Presenters: Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Andy Campbell, Baker Tilly)
2. Recommended Zoning Amendment – Off Street Parking - Resolution #20-2024 – a Resolution to Adopt 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 *(6:54 pm – 6:57 pm) Action Item*
(Presenter: Chris Khorey, McKenna)

F. NEW BUSINESS:

1. Solid Waste and Recycling Contract *(6:57 pm – 7:05 pm) Action Item*
(Presenters: Chad Gamble, City Manager; Justin Smith, Director of Public Services)
2. Wilson Community Center – Finishes Discussion *(7:05 pm – 7:15 pm) Discussion only*
(Presenters: Studio Intrigue)
3. Resolution #21-2024 – a Resolution to Introduce an Ordinance to Amend the City of St. Johns Code of Ordinances Regarding Golf Carts *(7:15 pm – 7:30 pm) Action Item*
(Presenter: Chris Khorey, McKenna)
4. Resolution #22-2024 – Resolution to Introduce an Ordinance to Amend Chapter 155 the City of St. Johns Code of Ordinances Regarding Chickens *(7:30 pm – 7:35 pm) Action Item*
(Presenter: Chris Khorey, McKenna)
5. Resolution #23-2024 – a Resolution to Introduce an Ordinance to Amend the City of St. Johns Code of Ordinances Regarding Sidewalk Requirements *(7:35 pm – 7:45 pm) Action Item*
(Presenter: Chris Khorey, McKenna)
6. Pride Month Resolution Request - #24-2024 *(7:45 pm – 7:50 pm) Action Item*
(Presenter: Scott Dzurka, Mayor)

7. MDOT Transportation Economic Development Fund Category B Program Resolution to Apply - Resolution #25-2024 (7:50 pm – 7:55 pm) *Action Item*
(Presenter: Justin Smith, Director of Public Services)
8. Purchasing Policy (7:55 pm – 8:10 pm) *Action Item*
(Presenter: Chad Gamble, City Manager)
9. Asset Capitalization Policy (8:10 pm – 8:20 pm) *Action Item*
(Presenter: Kristina Kinde, City Treasurer)
10. City Manager Comments (8:20 pm – 8:30 pm) *Discussion only*
11. Commissioner Comments (8:30 pm – 8:40 pm) *Discussion only*

G. ADJOURNMENT: (8:40 pm)

(Next Regular Meeting Scheduled for **Monday, June 24, 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

APRIL 22, 2024

The special meeting of the St. Johns City Commission was called to order by Mayor Dzurka at 5:01 p.m. at the Clinton County Courthouse, 100 East State Street, 2nd Floor, Suite #2200, St. Johns, Michigan.

COMMISSIONERS PRESENT: Eric Hufnagel, Brad Gurski, Scott Dzurka, Chris Hyzer

COMMISSIONERS ABSENT: Jean Ruestman

STAFF PRESENT: Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Mindy J. Seavey, City Clerk; Justin Smith, Director of Public Services

Agenda

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

There were none.

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Public Comments

Mayor Dzurka asked if there were any public comments.

There were none.

Welcome, Meeting Overview

City Manager Gamble said city reached out to MSU to more formally look at the area around the depot. He said he was thrilled to be able to work with these 5 fine students. He introduced the team leader, Thomas Boss.

Michigan State University Practicum Team Presentation: St. Johns Gateway Improvement Plan

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SPECIAL MEETING**

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Thomas Boss, team leader, was present. He gave some background on the capstone project. Mr. Boss said they were looking at the site with the depot. He discussed: 4 project goals; existing conditions. He introduced his team: Sommer Nafal, Gaurav Sagvekar, Tyler Schewe, and Josh Shelton.

The MSU Practicum Team discussed:

- Future land use.
- Surrounding environment.
- Parking.
- Situational analysis – strengths, weaknesses, opportunities, and threats.
- The survey.
 - 354 responses.
 - Results.
 - Like to see more of: recreational space was #1.
 - Roles of train depot: as is, public event space.
 - Role of grain silos: art space/adaptive reuse.
 - Prefer more green space: 58.3% yes.
 - Written response questions.
 - Hundreds of comments.
- Recommendations
 - Grain silos.
 - Proposed conceptual render.
- Train depot
- Connectivity
 - Pedestrian accessibility.
 - Bicycle accessibility.
 - Parking.
- Park and recreational space
- Downtown activities
- Proposed conceptual renders
- Mixed use development
- Proposed conceptual renders
 - Train depot.
 - Mixed use development.
 - Enhanced streetscape.

They thanked Chad.

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Commissioner Comments

Mayor Dzurka thanked them. He said we will put the full version of the presentation online.

There was a discussion of:

- How many acres is east of the depot
 - 8 acres whole space; maybe around 4-5 acres.
- Thoughts on bringing rail cars up to speed.
 - Looking at a few examples such as Union Station in Lansing, but they are not sure what renovations it took for those.
 - Recommend we don't keep all of them, but instead find a way to remove some of them and keep 1-2.
- Have they thought about any potential issues with the right-of-way relating to the trail?
 - They have considered some buffer between the buildings and trails. This is just a concept rendering.
- Would there be any additional parking built into the plan for any recreational space added?
 - There already is some parking being used at the gateway site now. Some of the site could be reused as a parking space. We would want to guide people from some of the other lots to the gateway site.
- The sidewalk and widening, how far down would it be widened?
 - Just the 3 blocks of downtown area.
- The survey, green space, and reason why you picked mixed use?
 - West side of lot is majority green space; mixed use would be more temporary day-to-day things going on; purple, blue and orange areas would be green space majority of the time.
- Goal for public gathering space.
- Mixed use will add more people towards the east of the site.
- MDOT's position on trail connectivity.
 - One of the parcels here is still owned by MDOT.
- Any thought about bringing that property back together since the trail bisects the land?
 - Thought of it as a central focus, most of their recommendations can go either way.
- Pavilion that is there now, is the pavilion the right size? Thoughts of expanding the pavilion?
 - Plan didn't address the pavilion too much.
 - Supplements what already goes on.

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- Area in blue, consider that for mixed use development?
 - In initial design, they wanted to preserve some of the green space.
 - What steps we should take in the next 5 years.
 - Try to start with some of the lower cost, immediate solutions first: paint silos, benches, signs, bike racks.
 - Focus on landscaping of site; make it a more welcoming space.
 - Silos be removed as soon as possible.
 - Permits and ordinances are the first and foremost; gaining ownership of all the land; making sure of what you can and can't do; low-cost recommendations first; plan out building projects.

Wrap Up and Next Steps

City Manager Gamble said for 4 of them, this is their last requirement before earning their degree. He told them they would always be welcome here and presented some mementos on behalf of the team, city commission and Heather Hanover. He thanked them for their hard work.

Adjournment

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The meeting was adjourned at 5:37 p.m.

CITY OF ST. JOHNS
CITY COMMISSION MINUTES

APRIL 22, 2024

The regular meeting of the St. Johns City Commission 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.

COMMISSIONERS PRESENT: Eric Hufnagel, Brad Gurski, Scott Dzurka, Chris Hyzer

COMMISSIONERS ABSENT: Jean Ruestman

STAFF PRESENT: Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Mindy J. Seavey, City Clerk; Justin Smith, Director of Public Services; Courtney Agrusa, City Attorney; Jeff Keesler, McKenna (left at 6:16 p.m.)

Mayor Dzurka asked if any of the commissioners or persons present wished to discuss any of the items on the consent agenda.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the consent agenda be approved as presented.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

a. Approval of Minutes

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the minutes of the March 18, 2024 regular meeting be approved as presented.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

b. Receipt of Warrants

Motion by Commissioner Gurski seconded by Commissioner Hyzer that warrants be approved as presented in the amount of \$592,905.65.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

c. Adjustment and Addition to Fee and Rate Schedule - Permits to Purchase Firearms

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve amending the current Fee and Rate Schedule to include a \$10.00 administrative fee for “Firearm Purchase Permits” and sustain that fee on the Fee and Rate Schedule.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

d. Biosolids Contract Renewal – Bio-Tech

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve the three-year contract renewal from Bio-Tech Agronomics for biosolids removal and land application. This contract has been reviewed by the city attorney and found to be legally sufficient.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

e. Police Department Textile Service Agreement - Maurer

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve the presented agreement for textile services with Maurer’s and authorize the Mayor to sign the same.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

f. Authorization of Signers on all Mercantile Accounts

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission authorize the update of signers to Chad A. Gamble, Mindy Seavey, and Kristina Kinde for all Mercantile accounts.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

AGENDA

Mayor Dzurka asked if there were any additions or deletions to the agenda. He said we have one addition, added as number 9 under New Business, Spicer Group Agreement.

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the agenda as amended.

AGENDA

A. OPENING:

1. Invocation
2. Pledge of Allegiance
3. Consent Agenda

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
 - Regular meeting minutes of March 18, 2024
- b. Receipt of Warrants
 - In the amount of \$592,905.65
- c. Adjustment and Addition to Fee and Rate Schedule - Permits to Purchase Firearms
 - Staff recommends that the city commission approve amending the current Fee and Rate Schedule to include a \$10.00 administrative fee for "Firearm Purchase Permits" and sustain that fee on the Fee and Rate Schedule.
- d. Biosolids Contract Renewal – Bio-Tech
 - Staff recommends that the city commission approve the three-year contract renewal from Bio-Tech Agronomics for biosolids removal and land application. This contract has been reviewed by the city attorney and found to be legally sufficient.
- e. Police Department Textile Service Agreement - Maurer
 - Staff recommends that the city commission approve the presented agreement for textile services with Maurer's and authorize the Mayor to sign the same.
- f. Authorization of Signers on all Mercantile Accounts
 - Staff recommends that the city commission authorize the update of signers to Chad A. Gamble, Mindy Seavey, and Kristina Kinde for all Mercantile accounts.
4. Approval of Agenda:

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

1. Public comment - agenda & non-agenda items

Each speaker is only entitled to one (1) three-minute time during each Public Comment period.

D. COMMUNICATIONS:

E. OLD BUSINESS:

1. 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
2. Recommended Zoning Amendment – Downtown Development Parking Requirements - Resolution #14-2024 – a Resolution to Adopt an Ordinance to Amend the City of St. Johns Code of Ordinances Regarding the Creation of a Parking Exemption Zone & Resolution #15-2024 – a Resolution to Adopt an Ordinance to Amend City's Zoning Map

F. NEW BUSINESS:

1. Local Governing Body Resolution for Charitable Gaming Licenses – St. Johns Auto Program Boosters – Resolution #16-2024
2. Fantasy Forest Master Plan
3. Quarterly Budget Report
4. King Media
5. Wilson Community Center Bond Authorizing Resolution #17-2024
6. Baker Tilly Water and Sewer Rate Study Presentation
7. Staff Presentation of the Proposed 2024/2025 Fiscal Year Budget to the City Commission and Set Public Hearing for May 20, 2024
8. Application for Waiver in Underfunded Status on MERS Pension Plan - Resolution - #18-2024
9. Spicer Group Agreement (*ADDED TO AGENDA*)
10. City Manager Comments
11. Commissioner Comments

G. ADJOURNMENT:

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

PUBLIC HEARINGS

PERSONS WISHING TO PRESENT TESTIMONY

1. Public Comment

Mayor Dzurka asked if there were any public comments.

Ed Thelen, 110 W. Cass, was present. He said they had a good ambulance meeting last night; they have posted for the assistant director position; the ambulance authority is moving forward and the community paramedicine is coming up. He said they took action on Fantasy Forest at a Parks and Rec meeting last week. He said there is a great plan on that; a lot of work has been done; and the committee should be commended.

COMMUNICATIONS

OLD BUSINESS

1. 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

Jeff Keesler, McKenna, said on March 18th the commission tabled the first reading. He said they requested a policy revision to allow parking of RVs in front yards in winter months for those with large front yards and small rear and side yards. He said it was added to the definitions section; requires a zoning permit; he discussed rules and setbacks.

Mayor Dzurka said this opens up some of the restrictions. He said the communication is going to be important to let residents know this.

Motion by Commissioner Gurski seconded by Commissioner Hufnagel that the city commission adopt 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.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

2. Recommended Zoning Amendment – Downtown Development Parking Requirements - Resolution #14-2024 – a Resolution to Adopt an Ordinance to Amend the City of St. Johns Code of Ordinances Regarding the Creation of a Parking Exemption Zone & Resolution #15-2024 – a Resolution to Adopt an Ordinance to Amend City's Zoning Map

Jeff Keesler, McKenna, said this concept comes from the last master plan update. He said the planning commission recommended to right size parking requirements. The city commission approved the first reading on March 18th. He discussed the parking exempt

district and parking reduction district; the commercial reduced to 85% of residential parking; developers have the option to further reduce through adding bike racks, curbside pick-up spaces, and payment in lieu of parking; the boundaries will be shown on the official zoning map.

Motion by Commissioner Hyzer seconded by Commissioner Gurski that the city commission adopt Resolution #15-2024 – a Resolution to Adopt an Ordinance to Amend City's Zoning Map.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission adopt Resolution #14-2024 – a Resolution to Adopt an Ordinance to Amend the City of St. Johns Code of Ordinances Regarding the Creation of a Parking Exemption Zone.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

NEW BUSINESS

1. Local Governing Body Resolution for Charitable Gaming Licenses – St. Johns Auto Program Boosters – Resolution #16-2024

City Manager Gamble said this request doesn't happen very often, but it falls within the confines of events governed by these laws. He said we recommend this for approval.

Jeff Keesler, McKenna, left at 6:16 p.m.

Motion by Commissioner Hufnagel seconded by Commissioner Hyzer that the city commission adopt Resolution #16-2024 - Local Governing Body Resolution for Charitable Gaming Licenses – St. Johns Auto Program Boosters.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

2. Fantasy Forest Master Plan

Recreation Director Schafer said they have been working for the last 4 months to bring together a master plan: St Johns Community Fund, service groups (Rotary and Kiwanis),

and the City. He said the master plan is for the replacement of Fantasy Forest. He discussed: the public open house; online survey in January; put together so we can develop in phases, if needed; this is a master plan and is not how much we are going to try to raise for phase 1; we have \$1.3 million for the project right now; want to deliver something universally accessible; discussed conceptual plan (purple and tan areas is phase 1); playground is all connected by ramps; brown area is engineered wood fibers and blue area is poured in place; and parking area. We are expecting this to be a huge draw.

Discussion:

- Extending sidewalk on the parking side?
 - Can look at having them add that, or send them up towards the other bathroom and not have them cross the street.

Director Schafer discussed:

- Aerial view.
- Fits into space there now.
- May have to take a few trees out.
- Color palette.

There was a discussion of:

- Square footage calculation.
 - Close to what is there now.
 - Main playground is a lot denser.
- Seating.
 - There is an area where we can implement benches and picnic tables; still need to add to that.
- Next steps:
 - Community Fund will fundraise until August 1st.
 - Develop bid documents and construction plans.
 - Bring back to city commission at the November meeting.
 - Start construction spring of 2025.

Mayor Dzurka thanked the people from the committee. He said we called in consultants; look at this as a destination; he appreciated the committee's work and diligence to preserving Fantasy Forest 1.0; Lizzie's glider and past donors; we have \$1 million already generated for this; and there still is considerable fundraising that needs to get done and to find some willing donors.

City Manager Gamble commended Bill and the entire core team. He said there were a lot of meetings and a lot of work. He said this is a wonderful generational type of

opportunity. He said Meredith is here from the committee. He said next month they will be taking the master plan and packaging up the approximate value. They will make sure they have the appropriate contingency funds and bid out to appropriate vendors.

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission adopt the Fantasy Forest 2.0 master plan.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

3. Quarterly Budget Report

Treasurer Kinde said in your packet you have the quarterly report as of March 31st. She discussed: should be right around 75% for most departments; property taxes are almost at 100%, waiting for county settlement; Legislative department is at 83%; and community development expenditures (needs a budget adjustment).

There was a discussion of:

- Overall in terms of projections, positive bottom line?
 - We are right on track.

4. King Media

Coleen King, President & Founder, was present. She said they would like to give the commission a little background on where our contract engagements started.

Laurie DeYoung, Vice President, was present. She discussed background of where we started: foundational research, communications and marketing plan, 6 months of consulting services; consultation on time-sensitive projects; website reviews; social media posts; very consistent brand look and feel; consulting contract extended from June 1, 2022 to June 30, 2023; focus groups; online community survey; rental housing program; communications and marketing plan & presentation; intelligence report; July 2023 – December 2023 work; January 2024 – June 2024 work planned for remainder of year; reduced rate for social media; Facebook reach up 224% year over year; visits up 147%; followers up 52%; summary; 2024-25 recommendations – blended approach: monthly consulting services, monthly social media services, crisis communication and special projects as needed; summary of proposed 12-month contract.

Mayor Dzurka thanked Laurie and Coleen for being solid partners through this. He discussed the fiscal consciousness and said he appreciated what they have done in terms of partnership.

City Manager Gamble said he has been here over 10 months and it has been a great partnership. He discussed: they have built internal capabilities based on cookie cutters to do more simple Facebook posts; recognize the value of periodic posts that brings in that marketing and professional patina on things we would like to push out to the public; leveraging of King and all their services has reaped benefits; he has gone to meetings where people come up and have recognized our branding; appreciate King's partnership and the leadership of Coleen and Laurie and the entire team; having someone that is continuing to beat that drum is helpful; been very impressed with efforts of interns and we are building internal capabilities with Tammy Wright and our interns; and balance that.

There was a discussion of:

- If staff has plotted out the communication needs for the upcoming year and how we would utilize their services.
 - Not yet, but we are looking at more advanced planning.

5. Wilson Community Center Bond Authorizing Resolution #17-2024

Treasurer Kinde said Eric McGlothlen is here from Dickenson Wright. This is the next step in the bonding process for the Wilson Center in the included timeline.

Mr. McGlothlen said it is the next step and the final process the commission will take. He said up to \$3.5 million bonds to be issued; authorizes Mr. Gamble and Ms. Kinde; bonds repaid from city general funds; and it doesn't require the bonds to be issued in this amount.

Motion by Commissioner Gurski seconded by Commissioner Hufnagel that the city commission adopt Resolution #17-2024 Wilson Community Center Bond Authorizing Resolution.

Roll call vote:

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

6. Baker Tilly Water and Sewer Rate Study Presentation

Treasurer Kinde said we annually update our water and sewer rate study analysis.

Andy Campbell, Baker Tilly, was present. He discussed: overview of water/sewer rates; operating expense history; inflation is hurting the city just like everyone else; billable flow history (Glanbia usage); typically with larger industry users they start to perfect

their uses; combined debt service; principal and interest payments; capital improvement funding; 7%; decisions for the future; you don't get grant money that other communities are eligible for; and upkeeping the system.

There was a discussion of:

- Glanbia was planned at 0.5 million gallons per day.
 - We knew in 5 years they would drop off and be at maximum efficiency within 5 years.
 - Right now over 700,000 per day.
 - Think we are over huge drops.
 - Mr. Campbell said he did not expect to see Glanbia cut 14% and then 10%.
 - Inflation on capital improvements with construction costs.
 - Reach out to Glanbia and see what their further reductions are.
 - City Manager Gamble talked with the plant manager on efficiencies during tour; they made marked changes in operations and use of water; will continue to make tweaks, but not large steps.
- Elevated tank
 - At current flows, we don't need a new elevated tank (water tower).
 - Of the \$3.4 million, the tower is a big part of it.
 - If we take a new tower out and do a 7% increase, the cash balance wouldn't do a big dip there. Maybe we don't have to bond for all of sewer in 27/28.
 - Little bit more flexibility in the plan if we don't have to do a tower.
- Concern regarding residential cost per gallon compared to commercial.
 - Commercial aspects of consumption vs. costs.
 - Mr. Campbell said there is a \$45 ready to serve charge for residents; all pay \$4.96 commodity charge; water is cheaper than the average; no rhyme or reason to ready to serve charge, can look at that; you can't charge different commodity rates; you could do no increase on ready-to-serve and increase just the commodity side; have to be careful if you get more revenue from commodity, the more revenue is risk-based.
- 25% decrease in what we have been able to build up in fund balance; in year 2 or 3 in seeing the number go down; make sure we have done our due diligence on the expense side of the budget.
- How much we put in the infrastructure for Glanbia.
 - Director Smith said Glanbia covered the cost of all water main and sewer infrastructure; we received a grant for Walker Road.

- We stopped bonding in 2019, able to cash flow more projects during those years. Even with the decrease, we are way ahead of where we were before they (Glanbia) came on. How much can we currently cash flow?
 - With 4% increase, can fund \$1.5 million if continue to do 4% increases.
 - Did assume a decrease next year in flow.
- City Manager Gamble discussed rate structure and analysis is about balance; no utility will get out of bonding period; and the first question industry asks before moving to area are what are the water/sewer rates.
- Long range for next year.
- 7% increase for the next two years.
- Large capital improvement projects tied to capacity-based needs.
- More information needed regarding expenditures and future plans.
- Communication to the public regarding any increase.

Treasurer Kinde said in the current budget it is a 3% increase. She said whenever a decision is made, she can do a budget adjustment. She said sooner is better since we typically change rates in July. Internally, we can put together some information.

Staff to come back to the city commission with options and more information.

7. Staff Presentation of the Proposed 2024/2025 Fiscal Year Budget to the City Commission and Set Public Hearing for May 20, 2024

City Manager Gamble discussed:

- Budget strategy and highlights
 - Prioritize and invest in our greatest asset.
 - Strategic capital investment.
 - Tactical spend and save approach to Act 51.
 - Regional transparency budget organization.
 - Fiscal planning and rate setting strategy.

Treasurer Kinde discussed key highlights of the following funds:

- General Fund
 - Capital expenses; Legislative; Administration; Municipal building; Police; Fire; DPW; Parks; and Recreation
- Major Streets
- Local Streets
- Street Millage
- Garbage Fund
- Water/wastewater

- Capital Projects
- Motor Pool
 - Capital Projects

There was a discussion of:

- The garbage fund from 0.7 to 1.1 millage increase, what is driving that increase?
 - Their contribution into motor pool; employee wages that run through here; don't know that the \$5 is going to cover the full increase; administrative charges went up; will adjust rate when we get the bids in.
- Charge backs.
 - Should see those increasing; last year, we did not budget for additional equipment amount in motor pool and there will be a budget adjustment in June; last year should have been a little bit higher.
- Seems like a lot going over from legislative.
- When we met with Granger in regards to contract renewal and options, they indicated they would not be surprised if we have over a 20% increase.
 - They don't know what is going to happen with proposed changes in dumping fees.
- Are we going to see a per resident cost in the bid?
 - It is not structured that way.
 - Would be around \$175 per resident for the year for garbage service pick up.

Motion by Commissioner Hufnagel seconded by Commissioner Hyzer that the city commission set a public hearing for May 20, 2024.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

8. Application for Waiver in Underfunded Status on MERS Pension Plan - Resolution - #18-2024

Treasurer Kinde said the prior year this was 64% funded, but due to the market our assets dropped and we went down to 58.5%. They sent us a waiver to fill out. We think we will be back up by next year. Our application has to be approved and submitted within 45 days.

Motion by Commissioner Hyzer seconded by Commissioner Gurski that the city commission adopt Resolution #18-2024.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

9. Spicer Group Agreement

Director Smith apologized for the late addition. He discussed: in 2021 EGLE set forth having a complete inventory of service lines; in 2022 we entered into a contract with Spicer and part of the process is potholing and inspection of lead lines at the shut off; recently we became aware of \$48 million in grants for small communities; we were awarded \$344,222; this will fully fund that complete process; and Spicer needs approval and signature on the agreement for their expenditures with the grant.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve the contract with Spicer.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

10. City Manager Comments

City Manager Gamble discussed:

- MWEA article on St. Johns Wastewater Plant.
- Just completed an update of the Resident Handbook; a lot of staff contributed to that, kudos especially to Tammy Wright and Emma Burnham.
- Copies of spring newsletter.
- Thanked Bill for working on AmeriCorps application; should hear back within two weeks.
- Did get word that Magnibeam selected an alternate location in South Carolina.
- Kudos to the St. Johns Public Schools. They passed a resolution supporting the Fantasy Forest 2.0 project.
- Congratulate Chief Kirk for Department of Justice approval of body worn camera policy.
- EGLE grant for lead service line replacement; kudos to Director Smith and Supervisor Calvin Galecka.
- He asked Justin to show Higham & Brush Street parking lot configuration.
 - Maximum number of spaces; centralized dumpster; increase safety and drainage.
 - Wolverine came up with 5 different options.
 - Discussion of utilities; buildings around parking lot; dedicated parking spots; lease option.

11. Commissioner Comments

Commissioner Gurski said with the ambulance authority there is an agreement for the use of Dewitt Township station #2 to house one of our rigs down there, when in need. He said this generates conversations of additional funding coming our way, hopefully, in the future.

Commissioner Hufnagel said thank you to staff for the budget presentation. He said it was very good information; reviewing the CIP (Capital Improvement Plan) was very important and he loved the opportunity to discuss that with staff.

Mayor Dzurka said kudos to Justin and the team on the MWEA article. He said he saw the police (annual) report and thanked the chief for putting that together. He discussed the progress on electronic reporting. He said the fire report was in there and the young recruits in there and said Jordan is doing a great job. He said the Call-In Coalition is starting a drop-in program for kids at Clinton County RESA.

Commissioner Hyzer congratulated the Fantasy Forest Committee on all the work they have done. Congratulations to staff budget wise, and all the work you put into it. He said he appreciated the effort.

ADJOURNMENT

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The meeting was adjourned at 8:58 p.m.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20, 2024

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Agreement between City of St. Johns and Clinton County Arts Council/Music in the Park 2024 season</i>	<input checked="" type="checkbox"/> Agreement for Musical Performances “Concert in the Park” Series/2024 <input checked="" type="checkbox"/> Clinton County Arts Council – Annual Request Letter <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/> [N/A] <input type="checkbox"/> <input type="checkbox"/>
Prepared by: Mindy J. Seavey, City Clerk	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The Clinton County Arts Council has requested \$7,000.00 for the Concert in the Park Series – 2024. The requested funding amount was approved in the FY 2023/2024 budget.

BACKGROUND/DISCUSSION: For many years, the City of St. Johns and the Clinton County Arts Council have partnered on the Concert in the Park Series. This concert series brings thousands of people to the performance shell over the summer months beginning in June until the end of August on Wednesday nights.

STRATEGIC PLAN OBJECTIVE: Goal #2: Continue to Provide All Residents of the City of St. Johns With High Quality Recreation Programs and Opportunities.

FISCAL IMPACT: The Arts Council is requesting the full use of the \$7,000.00 that was appropriated for this purpose in the 2023/24 budget.

RECOMMENDATION: Staff recommends the City Commission ratify the agreement for the concert in the park series and authorize the Mayor and Clerk to sign.

CITY OF ST. JOHNS

AGREEMENT FOR “CONCERT IN THE PARK” SERIES/2024

THIS AGREEMENT FOR CONCERT IN THE PARK SERIES/2024 (“Agreement”) is made this ____ day of _____, 2024 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 THE CLINTON COUNTY ARTS COUNCIL, a non-profit corporation, 215 N. Clinton Ave., St Johns, Michigan 48879 and any agents, employees or sub-contractors of the CLINTON COUNTY ARTS COUNCIL, hereinafter referred to as “CCAC”. The City and CCAC shall be referred to singularly as a “Party” and jointly as “Parties”.

WHEREAS, the Parties, through this Agreement, wish to combine efforts and resources to provide musical programming for the community on City land using a city-owned and operated facility entitled “Concert in the Park” and;

WHEREAS, “Concert in the Park” shall be a series of concert-type events at the St. Johns City Park located in the City where musical artists will perform at the City’s William E. Tennant Performance Shell; and

WHEREAS, the City and CCAC are willing to undertake the duties and obligations as set forth in this Agreement in furtherance of “Concert in the Park.”

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties agree as follows:

I. SCOPE OF AGREEMENT

A. CITY RESPONSIBILITIES: It is mutually understood and agreed that upon execution of this Agreement, and according to the terms set forth herein, the City shall:

1. Provide use of the City of St. John's City Park and William E. Tennant Performance Shell on dates and at times agreeable by City for the musical program described within this Agreement.
2. Permit the use of the City park grounds and the main pavilion at the park on the dates and times for musical programs for seating and a space, to be designated by City, for a concessionaire.
3. Provide general liability insurance coverage for the event pursuant to its general liability policy with Meadowbrook Insurance.
4. Pay \$7,000.00 to CCAC for booking and payment to musical artists for the Concert in the Park series. All other costs of the events are the responsibility of CCAC. Payment by City will be paid in full upon full execution of this Agreement.

1. CLINTON COUNTY ARTS COUNCIL RESPONSIBILITIES: CCAC shall undertake to arrange musical events for the benefit of City and its residents. All responsibilities related to the Concert in the Park series including: Arrange for musical performances in the St. Johns City Park **June – September 2024** using the William E. Tennant performance shell and surrounding area within the St. John's City Park on the dates and at the times agreed to by City. These performances shall be part of the "Concert in the Park" series and shall consist of

no fewer than 8 events. It is understood between the Parties that these events shall be free of charge for the public.

2. Book all musical acts and musicians, schedule and calendar the events, solicit contributions from concert goers, and perform all other tasks and responsibilities concomitant with the scheduled musical performances.

3. Provide additional general liability coverage for exposure including:

- Commercial General Liability Limits:

- \$1,000,000 Each Occurrence
- \$300,000 Damage to Rented Premises
- \$10,000 Med Expense (any one person)
- \$1,000,000 Personal and Adv Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products – Comp/Op Agg

- Workers Compensation

- \$100,000 E.L. Each Accident
- \$100,000 E.L Disease – Each Employee
- \$500,000 E.L. Disease – Policy Limit

4. In the event CCAC is unable to hold any of eight (8) events required by this Agreement, CCAC shall return a prorated sum of the money paid to it by City.

II. FINANCIALS

CCAC agrees to provide City, at its request, the opportunity to review CCAC's annual audits, proposed and actual budgets and quarterly reports.

III. TERM AND MODIFICATIONS

This is a one-year Agreement which shall begin upon full execution of this Agreement by the Parties and shall end at the conclusion of the eighth (8th) event. This Agreement may be renewed or extended, but only by an amendment or renewal approved and signed by the Parties.

It is expressly understood and agreed by and between the Parties that this Agreement can only be modified by mutual agreement, and that any modification must be reduced to a writing signed by duly authorized representatives of both Parties.

IV. STATUS OF CCAC

It is further understood and agreed that the CCAC, its agents, employees, or other sub-contractors shall at all times be deemed independent contractors of the City and shall not be considered in any way employees or agents of the CITY OF ST. JOHNS for any purpose whatsoever. Accordingly, CCAC shall be liable for any taxes, workers' compensation, taxes, or any other benefits due to its employees or agents and CCAC shall defend and indemnify City from any claims, suits, or any other proceeding against City related to or arising from such employees or agents.

V. GENERAL PROVISIONS

- A. This Agreement shall be interpreted under the laws of the State of Michigan.
- B. Neither Party may assign this Agreement, or the rights hereunder, without the prior written consent of the other Party.
- C. To the fullest extent permitted by law, the Parties agree to hold each other harmless against any claims brought or actions filed against either Party for injury

to, death of, or damage to the property of any persons arising from or relating to any services provided under this Agreement.

D. If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstance shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever and this Agreement shall otherwise remain in full force and effect.

E. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

VI. ENTIRE AGREEMENT

It is understood and agreed that this Agreement comprises the entire agreement and understanding between the Parties.

CITY OF ST. JOHNS

By: Scott Dzurka, Mayor

DATE: _____, 2024

By: Mindy J. Seavey, City Clerk

DATE: _____, 2024

CLINTON COUNTY ARTS COUNCIL/CCAC

x _____ DATE: _____, 2024

By (print name): _____, Executive Director

88044:00001:200533104-1

Clinton County Arts Council

215 N. Clinton Ave.

St. Johns, MI 48879

April 24, 2024

Kristina Kinde
City of St. Johns Treasurer
100 E. State St., Suite 1100
St. Johns, MI 48879

Dear Kristina,

This is my annual request to receive our budgeted money for the upcoming summer performances at the St. Johns City Park. These are the funds, \$7,000, for the “Concert in the Park Series” that the city co-sponsors with the Clinton County Arts Council.

I’d like to have you make that check out to the “Clinton County Arts Council.” You can have the check sent to our new financial secretary/accountant, Michelle Hill at CCAC, 215 N. Clinton Ave., St. Johns, MI 48879. Thanks!

We are running a full 12-concert series again this summer, starting on the 12th of June. We are excited about this year’s series – it is one our best lineup ever as we move into our 3rd decade of presenting quality concerts in the Shell... hard to believe.

As far as budgeting for next year, thanks for moving us up to the \$8,000 figure for the “Concerts in the Park” performances – it’s costing us more each year as we bring in some amazing groups. You might want to raise our equipment to \$3,000 next year if you can, as we can definitely use that to replace some older equipment and purchase new items that we need going forward. Thanks.

And I’m hopeful that we can make a true effort to get started on the very much needed Shell Addition. We are so cramped and not able to serve our performers with what they need. We will continue to talk about that as we move through the summer.

As we get closer to our opening date of June 12th, there are some items on our list of November 20, 2020 that need to be completed this spring before we begin. I’ll have to set up an appointment with Chad and go through those items with him. Most of the list has been completed.

Thanks Kristina – please feel free to give me a call if necessary.

Best Regards,

Bill Tennant, Concert in the Park Chairperson
wetennant@gmail.com
517-712-7341

2023 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.
<input type="checkbox"/> Agricultural or Wildlife Fireworks	<input type="checkbox"/> Articles Pyrotechnic	PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION) 12/31/2024
<input checked="" type="checkbox"/> Public Display	<input checked="" type="checkbox"/> Display Fireworks	
<input type="checkbox"/> Private Display		
<input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		
NAME OF PERSON PERMIT ISSUED TO Tony E Nault		AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO 5980 E Hillcrest Drive, Eaton Rapids Michigan 48827		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION Night Magic Displays		
ADDRESS 3999 Hupp Road, Building R-3-1, La Porte IN 46350		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) 374 pcs. 2.5", and 3" - aerial display shells 7 - ground display multi-shot boxes		
EXACT LOCATION OF DISPLAY OR USE		
CITY, VILLAGE, TOWNSHIP St Johns Michigan	DATE July 4th, 2024	TIME 10:00 PM (dusk)
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT \$10,000,000.00

Issued by action of the Legislative Body of a	
<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____	
_____ (Signature and Title of Legislative Body Representative)	

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20th 2024

Department: Public Services	Attachments:	Submitted to CA for Review
Subject: Wolverine Engineering As Needed Professional Services Agreement Extension	[X] <i>Wolverine As Needed Professional Services Agreement</i> [X] <i>Wolverine 23-24 Compensation Rates</i>	X original contract was reviewed and approved in 2022.
Prepared by: Justin Smith, Director of Public Services	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: In 2022 the City of St Johns entered into an As Needed Professional Services Agreement with Wolverine Engineering. This has become an invaluable asset to the entire Department of Public Services with services utilized in each department respectively. The renewal represented in this RCA will be the second renewal of this contract.

BACKGROUND/DISCUSSION: The Wolverine Professional Services Agreement was approved by the commission in 2022 and renewed each year after.

STRATEGIC PLAN OBJECTIVE: Utilized in many portions of the Master Plan.

FISCAL IMPACT: Minimal increases to fees associated to services requested.

RECOMMENDATION: Approval of the Wolverine Engineering As Needed Professional Services Agreement Extension and authorize Mayor to sign. Our attorneys have reviewed the contract and deemed it acceptable.

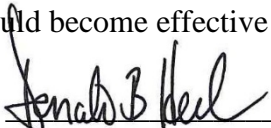
AS NEEDED PROFESSIONAL SERVICES AGREEMENT EXTENSION

Pursuant to the As Needed Engineering Services Agreement dated March 17, 2022 Wolverine Engineers & Surveyors, Inc. proposes to extend the As Needed Professional Services Agreement until March 31, 2025 with the following mutually agreed upon modification:

ARTICLE II - COMPENSATION

Upon completion of the as needed professional services and submission of proper invoices, the City will pay the Consultant, in accordance with the hourly rates as shown on Attachment A.

*Rates would become effective April 1, 2024.

Signature:  _____

Printed Name: Donald B. Heck, P.E.

Title: President

Date: April 22, 2024

WOLVERINE ENGINEERS & SURVEYORS, INC.
312 North Street
Mason, MI 48854
517-676-9200
517-676-9396
donh@wolveng.com

Acceptance: This proposal is accepted by the City of St. Johns.

_____, Date: _____
City of St. Johns

2024 Effective November 1, 2023	
Wolverine Engineers & Surveyors, Inc. Hourly Rates	
Professional Engineer	\$160.00
Project Manager/Professional Surveyor	\$135.00
Engineer III	\$110.00
Engineer II	\$95.00
Engineer I	\$75.00
Expert Witness	\$275.00
GIS Technician	\$100.00
Landscape Architect	\$95.00
Senior Technician	\$110.00
Technician III	\$100.00
Technician II	\$90.00
Technician I	\$80.00
Administrative Technician	\$70.00
Storm Water Operator	\$100.00
One-Man Field Surveyor	\$115.00
Two-Man Survey Crew	\$150.00
Three-Man Survey Crew	\$180.00
Mileage: per mile	\$0.62
Aerial Survey Two-Man Crew	\$275.00
Aerial Survey Office Technician	\$100.00

For expenses incurred in the work for travel, subsistence, long distance telephone calls, printing, etc., the actual cost thereof. For miscellaneous services or supplies furnished by others at the expense of the Engineer, the actual cost, plus 10 percent (10%) thereof. Rates subject to revision.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20, 2024

Department: Administration	Attachments:
Subject: <i>National Night Out Donation Request</i>	[N/A] [] []
Prepared by: April Lech, Police Department Office Manager	Approved by: Chad A. Gamble, City Manager

SUMMARY/HIGHLIGHT: Each year on the first Tuesday in August, the Police Department hosts a community National Night Out event. This event has always been free for the public to attend. In order to have a successful event, we request local businesses to join us as sponsors.

BACKGROUND/DISCUSSION: Each summer letters are sent to local businesses soliciting donations for the police department's annual National Night Out event. We request donations of food items as well as monetary donations to help pay for the inflatables and other activities for the evening. This event would not be successful each year without the generous donations from our local businesses and volunteers from service groups. As most of you know, National Night Out is a well-attended community event. We provide everything for our local families to have a free night out.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: A portion of the funds for this event are included in the Police Department budget under the Community Promotion line item. The remaining funds are raised through sponsorships and donations.

RECOMMENDATION:

Staff recommends the City Commission approve the solicitation of donations to help fund the Police Department's National Night Out event, per the City Donation Policy.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20th, 2024

Department: Police	Attachments:	Submitted to CA for Review
Subject: <i>Finalization of TCO 392-24</i>	<input checked="" type="checkbox"/> <i>TCO 392-24</i> <input type="checkbox"/> <input type="checkbox"/>	N/A
Prepared by: David Kirk, Chief of Police	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: Traffic Order 392-24 was signed into effect on March 15th, 2024. 90 days have passed since the initial signing and finalization of the TCO by way of the City Commission is now due.

BACKGROUND/DISCUSSION: Parking in the 100 block of West Walker St. was requested to be amended from 15 minute parking to two hour parking by businesses in that block. Per the request, a Traffic Control Order initiating the change was completed.

STRATEGIC PLAN OBJECTIVE: Maintaining positive relationships and being responsive to reasonable requests from downtown businesses is a core priority for city departments. This request aligns this portion of Walker St. with the wishes of the business owners within the block.

FISCAL IMPACT: The fiscal impact related to this request is minimal and entails only replacing the 15 minute sign with a two hour sign.

RECOMMENDATION:

Staff recommends the City Commission approve Traffic Control Order 392-24 as submitted making the order permanent.

CITY OF ST JOHNS
MICHIGAN

TRAFFIC CONTROL ORDER # 392-24

TEMPORARY ORDER

By authority vested in me by Section 2.53 of the Uniform Traffic Code for Cities, Townships, and Villages, the same having been validly adopted by the City of St. Johns and presently effective, I ORDER AND DIRECT THAT:

Rescind TCO 302-00 and direct that all parking spaces in the 100 block of W. Walker Street be 2-hour parking.

This TEMPORARY TRAFFIC CONTROL ORDER shall become effective at 12:00 p.m.. on March 19, 2024, and shall continue in effect for ninety (90) days thereafter, unless sooner revoked or suspended; PROVIDED, however, that upon approval by the City Commission of the City of St. Johns, this order shall become permanent.

Dated 3/15/24

Dated 3/15/24


Chief of Police - David Kirk


City Manager - Chad Gamble

CERTIFICATE OF CLERK

I certify that the foregoing TRAFFIC CONTROL ORDER was filed in my office on the 15th day of March, 2024, and under my direction was entered in the TRAFFIC CONTROL ORDER BOOK, according to law.

Dated 03/15/2024


City Clerk - Mindy J. Seavey

PERMANENT ORDER

On the _____ day of _____, 20____, at a regular meeting of the City Commission of the City of St. Johns, at which a quorum was present, the foregoing TEMPORARY TRAFFIC CONTROL ORDER was duly approved by the City Commission and the same is hereby designated a PERMANENT TRAFFIC CONTROL ORDER.

Dated _____

Mayor - Scott Dzurka

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20, 2024

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>City Policy Updates to 322 – Life Insurance and 324 Short Term and Long Term Disability</i>	[X] Proposed Limit Changes – Track Changes Document [] []	[N/A] [] []
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The City maintains personnel policies related to the benefits offered to employees. During a review and discussion of these policies it was discovered that some of the respective limits of coverage had not been changed for over 15 years. Increasing these limits will provide benefits for employees commensurate with the compensation increases over the past 15+ years.

BACKGROUND/DISCUSSION: n/a

STRATEGIC PLAN OBJECTIVE: n/a

FISCAL IMPACT: The recommended changes to the life insurance and disability policies for the City will cost the City approximately \$4,500 per year.

RECOMMENDATION: It is recommended that the City Commission approve the policy changes to provide more life insurance and short term and long term disability coverage for our employees.

322 LIFE INSURANCE

St. Johns will provide paid life insurance for all eligible full-time regular employees. The amount of coverage provided will be \$1,000 life insurance for each \$1,000 of annual earnings to a maximum of ~~\$70,000~~ \$110,000 life insurance. ~~There is a double indemnity feature f~~For work related deaths, the life insurance amount is doubled.

324 DISABILITY – LONG and SHORT TERM

Weekly or Short Term Disability

Regular full-time employees will receive 70% of his or her weekly regular payroll with a maximum of ~~\$1000~~ \$2000 per week effective the eighth day following a non-occupational illness or the first day after an accident. Short-term disability will be paid up to thirteen weeks for each occurrence. This is upon approval by the disability carrier.

Long Term Disability

After the 91st day of continuous disability, regular full-time employees will receive 67% of his or her earnings with a maximum of ~~\$4,000~~ \$8000 monthly, less social security, until age 65. This is upon approval by the disability carrier.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20, 2024

Department: Public Works	Attachments:	Submitted to CA for Review
Subject: Annual Screening of Compost	<i>[X] Mint City Excavating</i> <i>[X] Michigan Wood Fibers</i> <i>[X] Hammond Farms</i>	<i>[N/A]</i> <i>[N/A]</i> <i>[N/A]</i>
Prepared by: Jeremy Ritter, Supervisor of Department of Public Works	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The City received bids for the annual screening of the finished compost rows located at the Kinley Rd. compost site. Three contractors were contacted to give bids for this project. The compost will be screened and stockpiled on site.

- **Michigan Wood Fibers - \$11,050**
- **Hammond Farms - \$10,100**
- **Mint City Excavating - \$7,000**

BACKGROUND/DISCUSSION: This is an annual process to keep the Kinley Rd. Compost Site compliant with the State of Michigan.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: The annual screening of the finished compost rows is a budgeted item of \$10,000 and has funds available in 2023-24 Fiscal budget under line number 515-528-818.059.

RECOMMENDATION: Staff recommend the City Commission approve the bid of Mint City Excavating for \$7,000 to complete the process of screening the compost at the Kinley Rd site.

6700 S Chandler Rd
St. Johns, MI 48879
Office: 989-224-2482
Cell: 517-204-5062

Cell: 517-204-5062

Date	Estimate #
4/29/2024	2802

4/29/2024	2802
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Name / Address
City Of St Johns

Project

Item	Description	Qty	U/M	Cost	Total
8227 - Perman...	Loader and screener, screen mulch compost, (5 rows and add to existing pile, 2 days	20		350.00	7,000.00
7380 - Trucking	Trucking away 500 yds of screened dirt, Sales Tax	500		-3.00 6.00%	-1,500.00 0.00
		Total			
		\$5,500.00			



MULCH | BARK | WOOD CHIPS | SAWDUST | WOOD FUEL | WOOD RECYCLING

9426 Henry Court, Zeeland, Michigan 49464

800-81-MULCH | 616-875-2241 | Fax: 616-875-2245

www.MichiganWoodFibers.com

City of St. Johns
Attn: Jeremy Ritter
100 East State St. Suite 110
St. Johns, MI 48879

3/7/24

RE: Grinding and Brush Removal

Dear Jeremy,

Thank you for considering Michigan Wood Fibers for your grinding and recycling needs. We have been servicing our clients with recycling needs for over 25 years. Our services offer high volume waste wood grinding and recycling along with a state certified composting site to process yard waste. We offer portable grinding services to all industries to help reduce the waste volume and to create a useful product. This pricing is based on the amount of material currently at the jobsite at 1805 W Kinley Rd, St. Johns, MI.

1. Grinding and removal of brush material
\$14,720.00
2. Mobilization of equipment
\$1750.00
3. Removal of chip material. (Approximately 400 yds)
\$2.50 per yard

Estimated time for removal of material upon arrival 7-14 days.

Terms are Net 30 days after the date of job completion.

Kind regards,

Grant Weaver
VP of Operations

Agreement

This agreement is between the city of St. Johns, PO Box 477, St. Johns MI 48879, and Hammond Farms Landscape Supply, 5834 N Michigan Rd. Dimondale MI, 48821.

Hammond Farms operates a landscape supply yard, as well as a EGLE registered compost facility in the Lansing area and is insured to do all below listed work. We are available to complete the below work in two segments. Grinding and hauling completed within 60 days of effective date. Compost screening and hauling, during the months of July and/or August 2024 (completion may be impacted by weather).

Hammond Farms Service Proposal

- A. Complete a primary grind of brush, stump and log piles - Total cost - \$35,550.00**

Hammond Farms Haul Out Proposal

- B. Haul out and compost material ground by Hammond Farms to our registered compost facility, at a rate of \$7.00 per cubic yard. We will haul as much or as little as the city desires.**

Hammond Farms Compost Screening Proposal

- C. Screen five windrows of Finished Compost down to ½" minus - Total cost - \$10,100.00**
- D. Haul out as much or as little screened compost as the city desires – No Charge**

Multi Service Pricing

- E. If all services A, B, C, and D are awarded to Hammond, Hammond will reduce the total bill by 10% of the total project price.**

Pricing above includes, transport, set up, all equipment, labor and fuel to complete this work in a safe and efficient manner. This proposal is valid until 4/30/2024.

Sections Approved: _____

Name: _____

Scott Dzurka, Mayor

Name: _____

Lee Hammond II

Lee Hammond, Hammond Farms

Name: _____

Mindy J. Seavey, Clerk

Effective Date: _____, 2024

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20th, 2024

Department: Water Plant	Attachments:	Submitted to CA for Review
Subject: New water plant lawn mower	[X] <i>Trek Power Equipment</i> [X] Bee's Sports []	[N/A]
Prepared by: Calvin Galecka Water Plant Supervisor	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The Water department is in need of a replacement of the water treatment plant lawn mower. The current mower is plagued with numerous lingering mechanical and operational issues. The replacement of the mower will ensure efficient mowing at the water plant, wells, tower and parks.

Staff worked with two local vendors, Trek Power Equipment and Bee's Sports to provide price quotes. The respective bids are as follows:

Trek Power Equipment: Bad Boy Rouge \$12,459.30

Bee's Sports: Toro 4000 \$11,999.20

Gravely Pro 660 \$15,474.79

BACKGROUND/DISCUSSION: N/A

STRATEGIC PLAN OBJECTIVE: Public Facilities – Goal #1: Continue to offer High Quality Services and Facilities for Residents

FISCAL IMPACT: Funds for the replacement of the WTP lawn mower within the 23-24 FY budget are available in account 592-560-818.000.

RECOMMENDATION: After thorough research of all three machines the Bad Boy Rouge mower is built sturdier with better quality parts with a better warranty, staff recommends Commission approval for the purchase of the Bad Boy Rouge lawn mower from TREK Power Equipment in the amount of \$12,459.30

From: [Trek Power Equipment](#)
To: [Calvin Galecka](#)
Subject: Bad Boy Rogue 61" Quote
Date: Monday, April 15, 2024 9:23:37 AM

Hi Calvin, as requested below is the quote for the 2024 61" Bad Boy Rogue with Tweels

MSRP
\$17,799.00

- Municipalities discount 30% no tax

Total Sale
\$12,459.30

Thank You

Trek Power Equipment
510 N Lansing St
St Johns, Mi
trekpowerequipment.com
(517) 537-8735



From: [Bee's Sports.](#)
To: [Calvin Galecka](#)
Subject: Your new Zero turn mower
Date: Tuesday, April 9, 2024 8:11:00 AM

Hello Calvin,

Per our conversation yesterday here are the quotes for the 2 mowers we looked at.

Toro 4000 Zmaster 60in. \$9,999.20
add: Tweels \$2,000

Gravely Pro Turn 660 60in. \$13,474.79
add: Tweels \$2,000

We would have to order the Tweel kits and could have shipping costs, something we'd have to check into that. Please call me with any questions.

Thanks
Derek
989-224-3201



[Visit our YouTube Channel](#)

Thanks for your business!
<http://www.bees-sports.com/>

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20, 2024

Department: Public Works	Attachments:	Submitted to CA for Review
Subject: Annual Brush grinding and hauling	<i>[X] Revive Development Land Services LLC.</i> <i>[X] Michigan Wood Fibers</i> <i>[X] Hammond Farms</i>	[N/A] [N/A] [N/A]
Prepared by: Jeremy Ritter Supervisor of Department of Public Works	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The City received bids for the annual grinding of the brush pile located at the Kinley Rd. compost site. Three contractors were contacted to give bids for this project. The brush pile will be chipped and then the wood chip pile will be hauled away. The bids are as follows.

- **Revive Development Land Services LLC. - \$29,500**
- **Michigan Wood Fibers - \$17,470**
- **Hammond Farms - \$35,550**

BACKGROUND/DISCUSSION: This is an annual process to keep the Kinley Rd. Compost Site compliant with the State of Michigan.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: The annual grinding of the brush pile is a budgeted item. This project is budgeted for \$18,130 and has funds available in 2023-24 Fiscal budget under line number 515-528-818.027.

RECOMMENDATION: Staff recommends the City Commission approve the bid from Michigan Wood Fibers for the cost of \$17,470 for the annual grinding of the compost site brush pile.



Revive
DEVELOPMENT
LAND SERVICES LLC

Estimate No: 2024-28
Date: 03/13/2024
For: St Johns Public Works Division
jritter@stjohnsmi.gov
100 East State Street, Suite 100
St. Johns Michigan 48879
517-490-8356

Estimate

41050 Vincenti Ct
Novi, MI, 48375
jeff@revivedevelopmentlandservices.com
revivedevelopmentlandservices.com
248-875-9775

Description	Quantity	Rate	Amount
Horizontal Grinder Services	2 days	\$5,000.00	\$10,000.00*
Horizontal grinder services per day			
Wood land debris only, trees, branches, roots, and stumps, all other debris will be left on-site			
Grind approximately 1500 yards of wood debris			
Excavator Services	3	\$3,000.00	\$9,000.00*
Excavator with grappler and operator			
Sort and load land debris into horizontal grinder, WOOD ONLY, metal and other debris will be left in piles for customer to disposal of			
Load walking floors			
Walking floors	15	\$700.00	\$10,500.00*
140 Cy per load			

*Indicates non-taxable item

Subtotal \$29,500.00
Total \$29,500.00

Total \$29,500.00

Comments

Revive development land services is not responsible for any broken sprinkler heads not flagged, broken cable or utility lines, and concrete or asphalt damage.

Terms and Conditions

It is agreed by and between Revive Development Land Services, LLC ("Revive") and the authorizing party (hereafter referred to as "Customer") that the following provisions are made as part of the contracts between the parties:

Contract Documents: The contract includes these Master Terms and Conditions, together with any Proposal(s), Change Order(s), Invoices and any similar written agreement between the parties (collectively, the "Contract").

Customer: Unless otherwise agreed to, the customer is the person to whom the proposal, invoice, or other contract document is addressed, along with his/her employer or principal. Customer warrants that he/she is fully authorized to contract and bind his or her employer/principal to this contract.

Estimate Approval: Customer automatically enter into a contract with Revive when they confirm their estimate, pay a deposit, and/or verbally agree to the description and cost. Customer cannot request additional work from the crew directly unless it is approved by Revive and the customer in writing.

Proposals: As used in these Master Terms and Conditions, "Proposal" means Revive's proposal and/or estimate submitted to Customer in response to Customer's request for services.

Change Orders: Upon request of Customer, or as determined by Revive as necessary to the safe and timely completion of the work, additional work may be added to or subtracted from the scope of work in the Proposal (or any other Change Order) by written Change Order, and Customer shall be responsible for payment of all such additional work as provided in the Change Order or provided herein.

Scheduling: Job scheduling is dependent on weather conditions, workload, and geographic relationship to other scheduled work and other unforeseen issues. Revive agrees to do its best to meet performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control, nor shall Customer be relieved of any obligations for delays. If Customer requires that they be on site the day of the job, this must be expressed when confirming the estimate. If times are given, they are approximate, and Revive will not be held responsible for being late or early.

Cancellation of Work: The Customer shall provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$2500.00 for incurred expenses. If the job site is made inaccessible to the crews of Revive because of parked vehicles or other obstructions, a \$500.00 per hour fee will be assessed. If Revive has to stop work once onsite because of customer's issues with permits, a \$5000.00 a day fee will be assessed.

Terms of Payment; Deposits: Unless otherwise noted in this proposal, the customer agrees to pay the account in full upon completion of the work. Failure to remit full payment within the payment terms will result in a finance charge of 20% per year compounded monthly or the maximum interest permitted by law, whichever is less. Payments not received within 30 days will assess a 10% late fee and may be turned over to collections. Deposits are non-refundable except pursuant to Section 9.

Withdrawal of Proposal by Revive: Proposals for work expire within 30 days of estimate unless otherwise agreed in writing. Revive reserves the right to withdraw a proposal for any reason. In cases where Revive withdraws a Proposal (before work has begun), all deposits and payments will be refunded.

Insurance by Contractor: Revive warrants that it is insured for liability resulting from injury or damage to person(s) or property and that all employees are covered by Workers' Compensation as required by law.

Driveways/Sidewalks/Lawns: Revive will reasonably attempt to minimize damage to driveways, sidewalks, lawns, patios, or other property. In the event that Revive's equipment causes settling, cracking, or other damage to driveways and/or sidewalks, and/or disturbances to property located within the Work Zone, Revive is not liable for any repairs or costs.

Additional Work: Any additional work, materials or equipment required to complete the work, caused by Customer's failure to make known or caused by previously unknown underground conditions or any other condition not apparent in estimating the work, shall be paid for by Customer on a time

and material basis.

Work Zone: The "Work Zone" shall include all areas used and to be used by Revive in the performance of the work, including all areas needed for mobilization, access, hauling, boom swing, ingress and egress. Customer warrants that the Work Zone is either: (1) located on Customer's property; and/or (2) located on another's property and Customer has received full permission from the other property owner to enter into this Contract and to conduct work on that property.

Customer's Work Zone Responsibilities:

Map: Customer shall provide an adequately and accurately detailed map and on-site location of all man-made elements within the Work Zone, including but not limited to: sprinklers and sprinkler heads; drain lines; invisible fences; underground cables/wires; underground gas/water lines; and any known hazards (including insects, pests, and pets). If the map is available, Revive will make every effort to avoid contact with Revive's machines. Revive will not remove any stumps within 10 feet of markings of underground utilities.

Work Zone Entry: Customer agrees not to enter the Work Zone during the performance of the work unless authorized by the crew leader on-site. Customers further agree to keep the work zone free and clear from all employees, family members, children, invitees, neighbors, and pets.

Work Zone Clearing: Customer shall remove all items or personal property of value from the Work Zone prior to commencement of the work. If Customer cannot move some of these items in advance, requires Revive's help, or simply does not complete this process, then the customer automatically waives the right to hold Revive accountable for damage to such property.

Concealed Contingencies: Revive is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately marked and mapped by Customer and a copy is presented before or at the time the work is performed. Any additional work or equipment required to complete the work, caused by Customer's failure to make known or caused by previously unknown underground conditions or any other condition not apparent in estimating the work, shall be paid for by Customer on a time and materials basis.

Limitation of Liability: Trees and plants are natural, living organisms affected by factors beyond human control, and no guarantee on trees, plants, or general landscape safety, health, or condition is expressed or implied. Revive specifically disclaims any and all express or implied warranties, and Revive makes no representation or warranty of any kind with respect to surface water flow or drainage in, on or around the property located within the Work Zone. In no event shall Revive be liable to Customer for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages, (i) resulting from or caused by the work performed by Revive under the Contract in excess of the payment received by Revive from Customer for such work or (ii) related to pre-existing surface water issues of any kind in, on or around the property located within Work Zone.



Jeffrey LeBreton
Revive Development Land Services
03/13/2024



MULCH | BARK | WOOD CHIPS | SAWDUST | WOOD FUEL | WOOD RECYCLING

9426 Henry Court, Zeeland, Michigan 49464

800-81-MULCH | 616-875-2241 | Fax: 616-875-2245

www.MichiganWoodFibers.com

City of St. Johns
Attn: Jeremy Ritter
100 East State St. Suite 110
St. Johns, MI 48879

3/7/24

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Sections Approved: _____

Name: _____

Scott Dzurka, Mayor

Name: Lee Hammond II

Lee Hammond, Hammond Farms

Name: _____

Mindy J. Seavey, Clerk

Effective Date: _____, 2024

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20, 2024

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Establishment of Gallagher Benefits Services, Inc. as Agent of Record for City Benefits</i>	[X] Business Associate Agreement [] []	[X] [] []
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The City regularly evaluates the performance and needs of the Agent of Record services required of and by the City. The Agent of Record acts as an intermediary and negotiates with and coordinates the benefits packages of the city and offers options for the most cost-effective and comprehensive packages that we can offer to our employees.

After a review of the performance, services, and experience of our current vendor it was determined that Gallagher Benefits Services would be in a position to offer a more comprehensive platform of services and guidance to the City and leverage their vast experience in the municipal insurance arena.

The referenced contract has been approved to form by the City attorney.

BACKGROUND/DISCUSSION: n/a

STRATEGIC PLAN OBJECTIVE: n/a

FISCAL IMPACT: The designation of an agent of record of has no direct cost to the City. However, it is believed that Gallagher can bring more options and scenario options that can possibly provide the same or more benefits to our employees for the same or less overall costs.

RECOMMENDATION: It is recommended that the City Commission authorize the Mayor to sign the referenced contract from Gallagher Benefits Service, Inc. to serve as the City's Agent of record.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into on March 21, 2024 (the "**Effective Date**"), by and between St. Johns, Michigan on behalf of the Group Health and Welfare Plans of St. Johns, Michigan ("**Covered Entity**") and Gallagher Benefit Services, Inc. ("**Business Associate**").

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("**PHI**") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("**HIPAA Privacy Rules and/or Security Standards**"); and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" shall have the same meaning as the term "Breach" in 45 C.F.R. §164.402.

(b) "**Electronic Protected Health Information**" or "**ePHI**" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "**Privacy Rule**" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) **"Required by Law"** shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) **"Security Incident"** shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) **"Security Rule"** shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) **"Unsecured Protected Health Information"** shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request

by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

6. Term and Termination.

(a) ***Term.*** This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) ***Termination for Cause by Covered Entity.*** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) ***Termination by Business Associate.*** This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) ***Effect of Termination.*** Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be

retained for document retention/archival purposes, as well as PHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

7. Amendment.

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

8. Indemnification.

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made

facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

St. Johns, Michigan

100 East State Street Suite #1100

Saint Johns, MI 48879

If to the Business Associate:

Gallagher Benefit Services, Inc.

2850 Golf Road,

Rolling Meadows, IL 60008

11. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or

remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

GALLAGHER BENEFIT SERVICES, INC.

By: *Meghan Cromwell*

Name: Meghan Murphy Cromwell

Title: Regional Vice President

COVERED ENTITY:

ST. JOHNS, MICHIGAN

By: _____

Name: _____

Title: _____

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20, 2024

Department: Administrative	Attachments:	Submitted to CA for Review
Subject: <i>City Manager Salary 2024/25</i>	<div><div>[]</div><div>[]</div><div>[]</div></div>	<div><div>[]</div><div>[]</div><div>[]</div></div>
Prepared by: Personnel Advisory Group	Approved by: Scott Dzurka, City Mayor	

SUMMARY/HIGHLIGHT: As we head into fiscal year 2024/2025 we want to review the City Manager’s salary for any adjustments to ensure it is included in the 2024/2025 budget. The Personnel Advisory Group met to discuss the City Manager’s performance and potential salary increase. To stay in line with the City staff adjustments, it was recommended to budget for a 3.5% COLA adjustment and a 2% merit increase.

BACKGROUND/DISCUSSION: According to the City Manager’s contract section 3.B. states On an annual basis, Employer shall consider an increase in Employee’s compensation consistent with the consideration given to other full-time City employees.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: This 5.5% increase has been included in the 2024/2025 proposed budget.

RECOMMENDATION: *Personnel Advisory Group recommends the City Commission approve a 5.5% increase in the City Manager’s salary for the 2024/25 fiscal year.*

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20, 2024

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Lease Agreement Regarding Rental of City Owned Land for Farming</i>	[X] <i>Lease Agreement</i>	[X]
Prepared by: Kristina Kinde, Treasurer	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: This agreement is for the leasing of City owned property on Townsend Road for farming. The lease is for 23.82 acres of land, situation on Townsend Rd next to the St Johns Offroad Park. The agreement is for \$152 per acre for a total of \$3,620.64.

BACKGROUND/DISCUSSION: Jessica Chant Smith has leased this property for over five years from the City. This property used to be 28.82 acres of land; however, five acres were given to the St. Johns Offroad Park to expand their park and therefore the lease will be for 23.82 acres in the 2024 year. The per acre remains the same at \$152 per acre. The lease will run from June 1, 2024 to December 31, 2024.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: This was not budgeted for and will therefore be a surplus to revenue budgeted.

RECOMMENDATION: Staff recommends the City Commission approve the Lease Agreement Regarding Rental of City Owned Land for Farm with Jessica Chant for June 1, 2024 to December 31, 2024.

CITY OF ST. JOHNS

AGREEMENT REGARDING RENTAL OF CITY-OWNED LAND FOR FARMING

RECITALS

This agreement is between the **City of St. Johns**, 100 E. State Street, Suite 1100, PO Box 477, St. Johns, MI 48879 (hereinafter “City”) and **Jessica Chant Smith**, an individual, whose address is **2212 N Dewitt Rd., St. Johns, MI 48879** (“Lessee”).

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

AGREEMENT

- City will lease **23.82** acres of land to lessee, situated at the location(s) as shown in the attached Exhibit(s) **Farm 10418/Tract 15294/Sub-tract 16 & 18**, which is/are incorporated herein.
- This lease will commence on June 1, 2024 and terminate on December 31, 2024. This lease does not have an automatic renewal provision.
- The annual rental rate for this leasehold is **\$3,620.64**, calculated at **\$152** per acre x **23.82** acres. Rent will be paid in full by cash or certified funds to the City at the above address no later than June 1, 2024.
- Lessee agrees to farm the land in accordance with established agricultural practices. Lessee will not use or work the land in a way that is inconsistent with production of agricultural products. This land lease limits lessee’s activities to crop farming and those operations supporting same.
- The lessee must agree to abide by all local ordinances as well as all applicable State and Federal laws, rules and regulations in any and all activities, to include adherence to all relevant labor laws, with respect to the leased land.
- Lessee will hold the City of St. Johns and its employees, officers and agents harmless from all claims, liability, loss and/or damages of any kind whatsoever arising out of lessee’s use of the leased land. Lessee will indemnify the City and its employees, officers and agents for any successful claim or award of damages against the City related to lessee’s farm operations on the leased land.
- Lessee shall maintain adequate and appropriate insurance during the leasehold period to include Comprehensive General Liability insurance coverage for bodily injury and property damage and any other insurance requirements established by the Request for Proposal, a copy of which is attached hereto and incorporated herein. The insurance coverages indicated in paragraph 7 of the Request for Proposal shall be binding unless modified by a written agreement by both parties.

- In the event of a breach by either party, notification of said breach must be in writing, delivered to the address of the party as indicated in this agreement. The parties agree to non-binding mediation as a first step in resolving any alleged material breach of this agreement if that matter can't otherwise be resolved through informal negotiations. The parties further agree any lawsuit involving this leasehold will have as the appropriate venue Clinton County.
- Lessee is not permitted to use animal manure on leased land because of noxious odors potentially affecting nearby property owners and businesses. This requirement can only be waived by lessor through a signed writing approved by the City Commission.
- In the event the City desires to develop or sell all or part of the 23.82 acres which is the subject of this lease agreement, it may terminate the lease for this purpose by providing lessee a minimum 90 day notice of said intention to terminate. The City will then be required to compensate lessee for any lost revenues to the extent the termination of this lease affects crop production and/or harvesting. Lessor will make all reasonable efforts not to interfere with crop production/yield if this provision becomes operative.

CITY OF ST. JOHNS, Lessor

LESSEE

SCOTT DZURKA, Mayor

By:

Date: _____, 2024

Date: _____, 2024

MINDY J. SEAVEY, City Clerk

Date: _____, 2024

MICHIGAN
CLINTON
Form: FSA-156EZ



FARM : 10418
Prepared : Nov 21, 2017
Crop Year : 2018

Tract Number : 15293
Description : NW & NE 1/4 SEC 17 BINGHAM
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : CITY OF ST JOHNS
Other Producers : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
11.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
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NOTES

Tract Number : 15294
Description : SW 1/4 SEC 17 BINGHAM
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : CITY OF ST JOHNS
Other Producers : [REDACTED]

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
45.24	42.60	42.60	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	42.60	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	27.51	0.00	0	96
Soybeans	15.08	0.00	0	29

TOTAL 42.59 0.00

NOTES

MICHIGAN

CLINTON

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 10418

Prepared : Nov 21, 2017

Crop Year : 2018

Abbreviated 156 Farm Record

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.



United States
Department of
Agriculture

Clinton County, Michigan



Common Land Unit

Common Land Unit



Non-Cropland



Tract Boundary

Wetland Determination Identifiers

● Restricted Use

▽ Limited Restrictions

□ Exempt from Conservation
Compliance Provisions

2018 Program Year

CLU Date: September 29, 2017

2016 NAIP Imagery

Farm 10418
Tract 15294

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
May 20th, 2024

Department: Police	Attachments: N/A	Submitted to CA for Review
Subject: <i>Parking Violation Authority for Police Department Summer Intern</i>		N/A
Prepared by: David Kirk, Chief of Police	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: Efforts to initiate and sustain parking enforcement in areas determined to be higher priority has been augmented with the ability for the Chief of Police, in cooperation with the City Commission, to authorize select City employees to enforce parking regulations. This summer, the Police Department hired an intern that can be an additional asset to assist with parking enforcement.

BACKGROUND/DISCUSSION: Since the extension of parking enforcement authority has been approved by the City Commission, Code Enforcement Officer Jessica Austin has been authorized to enforce parking regulations. In this short time, areas anticipated as needing targeted parking enforcement have been addressed with both violations and public education related to the newer regulations. Periodic checks of the targeted areas have shown marked improvement as they relate to adherence to parking regulations.

STRATEGIC PLAN OBJECTIVE: Within the City’s Master Plan - Land Use - Development and Redevelopment, Goal #2 is to “create a vibrant downtown with diverse businesses”. The creation, and related enforcement, of the new parking regulations will work to support the restaurant and retail environment by creating turnover for parking spaces servicing these establishments.

FISCAL IMPACT: The Police Department intern will have several job assignments including parking enforcement. The time that will be dedicated specifically to parking will likely be between two and four hours weekly over the course of the summer. The funds generated by the customer friendly based enforcement will offset greatly the cost of this enforcement activity. The internship was approved by the City Manger with no amendments necessary to the FY 23/24 budget.

RECOMMENDATION: *Staff recommends the City Commission approve the extension of parking enforcement authority to Police Department Intern Makayla Kent for the duration of her internship under the direction of the Chief of Police.*