

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, September 23, 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
 - Regular meeting minutes of August 26, 2024
 - Special meeting minutes of September 10, 2024
- b. Receipt of Warrants
 - In the amount of \$1,224,517.81
- c. Set Halloween Trick-or-Treat Hours
 - Staff recommends the city commission set the Halloween trick-or-treat hours for Thursday, October 31, 2024 between the hours of 6:00 p.m. and 8:00 p.m. with the beginning and ending of the candy-gathering period to be signaled by the fire whistle.
- d. MML Property & Liability Insurance Renewal
 - Staff recommends the city commission approve renewal of the city's insurance with the Michigan Municipal League property and liability insurance pool in the amount of \$139,275 with a policy coverage period of October 1, 2024 through September 30, 2025.

- e. American Red Cross – Licensed Training Provider Agreement
 - Staff recommends the city commission approve the Licensed Training Provider Agreement with the American Red Cross.
 - f. Wastewater Pump Building Heat Pump Replacement
 - Staff recommends the city commission approve the purchase and installation of a replacement heat pump from Hopkins Mechanical in the amount of \$43,688.00.
 - g. Spicer Group Amended Contract
 - Staff recommends the city commission approve the amended Spicer Group contract for the additional \$30,000 to complete EGLE’s CDSMI project and authorize Mayor to sign.
4. Approval of Agenda: *(6:05 pm – 6:07 pm) Action Item*

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

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

D. COMMUNICATIONS:

E. OLD BUSINESS:

- 1. Consideration of Donation of Depot Rail Cars to the City from the Clinton County Arts Council (6:10 pm – 6:25 pm) *Discussion only* (Presenter: Chad Gamble, City Manager)

F. NEW BUSINESS:

- 1. Prevail Solar OPRA and Contribution Agreement (6:25 pm – 6:45 pm) *Action Item*
(Presenters: Chad Gamble, City Manager; Kristina Kinde, Treasurer)
- 2. Sole Source Requests for Design Services for City Office Renovations (6:45 pm – 6:55 pm) *Action Item* (Presenter: Chad Gamble, City Manager)
- 3. Discussion of the Sale of City Owned Property at Townsend Rd. and Old County Line Road (6:55 pm – 7:15 pm) *Discussion only* (Presenter: Chad Gamble, City Manager)
- 4. Downtown Parking Lots (7:15 pm – 7:30 pm) *Action Item*
(Presenter: Justin Smith, Director of Public Services)
- 5. City Manager Comments (7:30 pm – 7:40 pm) *Discussion only*
- 6. Commissioner Comments (7:40 pm – 7:50 pm) *Discussion only*

G. ADJOURNMENT: (7:50 pm)

(Next Regular Meeting Scheduled for Monday, October 28, 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 provide reasonable accommodation.



CONSENT AGENDA

CITY OF ST. JOHNS

CITY COMMISSION MINUTES

AUGUST 26, 2024

The regular meeting of the St. Johns City Commission was called to order by Vice Mayor Gurski 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, Jean Ruestman, Brad Gurski, Chris Hyzer

COMMISSIONERS ABSENT: Scott Dzurka

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 (Zoom); Ethan Walthorn, McKenna

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

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

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

a. Approval of Minutes

Motion by Commissioner Ruestman seconded by Commissioner Hyzer that the minutes of the July 22, 2024 regular meeting be approved as presented.

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

b. Receipt of Warrants

Motion by Commissioner Ruestman seconded by Commissioner Hyzer that warrants be approved as presented in the amount of \$4,177,416.58.

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

c. National Night Out Donation Summary

Motion by Commissioner Ruestman seconded by Commissioner Hyzer that the city commission accept the memo and summary of donations per the City Donation Policy.

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

d. Wastewater Department Building 3 and Building 6 Roof Replacement

Motion by Commissioner Ruestman seconded by Commissioner Hyzer that the city commission approve the agreement and quote from Superior Services to replace the roofs on Buildings 3 and 6 in the amount of \$63,800.00.

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

e. 2026 Dump Truck Chassis

Motion by Commissioner Ruestman seconded by Commissioner Hyzer that the city commission approve the MI-DEAL quote from D&K Truck of \$144,757 for a 2026 Western star chassis.

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

f. 2026 Dump Truck Outfitting

Motion by Commissioner Ruestman seconded by Commissioner Hyzer that the city commission approve the formal bid from Shults Equipment LLC of \$107,951.00 for outfitting the 2026 Western-Star chassis with snow removal equipment.

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

g. AMI Fixed Network Reading Equipment

Motion by Commissioner Ruestman seconded by Commissioner Hyzer that the city commission approve the three AMI Fixed Network Readers from Ferguson Waterworks in the amount of \$136,634.50.

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None
Motion carried.

AGENDA

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

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

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:

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 - Regular meeting minutes of July 22, 2024
 - b. Receipt of Warrants
 - In the amount of \$4,177,416.58
 - c. National Night Out Donation Summary
 - Staff recommends the City Commission accept the memo and summary of donations per the City Donation Policy.
 - d. Wastewater Department Building 3 and Building 6 Roof Replacement
 - Staff recommends the City Commission approve the agreement and quote from Superior Services to replace the roofs on Buildings 3 and 6 in the amount of \$63,800.00.
 - e. 2026 Dump Truck Chassis
 - Staff recommends the City Commission approve the MI-DEAL quote from D&K Truck of \$144,757 for a 2026 Western star chassis.
 - f. 2026 Dump Truck Outfitting
 - Staff recommends the City Commission approve the formal bid from Shults Equipment LLC of \$107,951.00 for outfitting the 2026 Western-Star chassis with snow removal equipment.
 - g. AMI Fixed Network Reading Equipment
 - Staff recommends the City Commission approve the three AMI Fixed Network Readers from Ferguson Waterworks in the amount of \$136,634.50.
4. Approval of Agenda:

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

- 1. Public comment - agenda & non-agenda items

D. COMMUNICATIONS:

E. OLD BUSINESS:

- 1. Rental Inspection Ordinance and Fee Schedule Amendments – Resolution to Adopt #35-2024

F. NEW BUSINESS:

- 1. Landscaping Waiver for 108 E. Railroad Street and Recommended Zoning Amendment - Landscaping
- 2. City Manager Comments
- 3. Commissioner Comments

G. ADJOURNMENT:

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

PUBLIC HEARINGS

PERSONS WISHING TO PRESENT TESTIMONY

1. Public Comment

Vice Mayor Gurski asked if there were any public comments.

City Manager Gamble said we have been working hard to encourage interns and mentoring them and give them an opportunity to build on their future. He said the first of the second wave of interns is here. He introduced Olyvia Coon from Ovid Elsie. He said she follows the footsteps of Genevieve, who graduated. She is a wonderful addition to our St. Johns family.

Olyvia Coon was present. She said she is a senior at Ovid Elsie High School; part of the Varsity volleyball and softball teams; a major part of the school’s radio station which is the only 365 day/24 hour polka radio station, she does a daily news cast and is a sports broadcaster; she joined RESA last year in the audio and visual production class and learned to use the equipment and software. She said Genna was in her class and

recommended her and Ms. Branch contacted her. She said she loves it here so far and the experience has been great.

City Manager Gamble said Olyvia is a go-getter and contributed to the infamous videos we have. He said the younger generation has a lot to offer and a lot to teach.

Ken Harris, 4417 Sailfish Lane, Palmetto, FL, was present. He discussed the rental plan; he served on the committee; disappointed to see changes being made already; didn't want a program like Lansing that is very intrusive and pushed out their middle renters; wanted to get rid of life threatening items; Autumn Ridge and Suntime aren't going to have a lot of those issues; a big company will have to hire people and it is going to add more cost; we came up with a random picking of so many units; hate to see St. Johns go to a program like Lansing; questioned why he wasted his time serving for those years on a sub-committee for those rules to be thrown out.

Mary Irish, owner of Autumn Ridge Apartments, was present. She discussed she is concerned; Corunna charges \$65 every 3 years; this is a lot of money; Lansing Township does not charge anything; and she doesn't understand why it is so high here.

Heather Hanover, PSD/DDA Director, was present. She thanked city staff for everything they did during the Mint Festival. It was a very successful event, and they saw increased participation.

Ed Thelen, 110 W. Cass, was present. He wanted to give a public thank you to Jeremy Ritter and Justin Smith. He said they have done a great job keeping us informed with the Cass Street update. He thanked the chief for not ticketing us.

COMMUNICATIONS

OLD BUSINESS

1. Rental Inspection Ordinance and Fee Schedule Amendments – Resolution to Adopt #35-2024

Ethan from McKenna was present. He discussed the proposed amendment for the rental agreement registration; what the ordinance proposes; and every non-owner-occupied dwelling is inspected.

City Manager Gamble said he appreciated the comments from Mr. Harris and Ms. Irish. He discussed: very small tweaks to the rental inspection checklist based on safety and welfare of tenants; there are no wholesale changes to what we are looking for or what

safety issues we are looking for; 3 different categories: snowbird clause – non 100% exemption property who does not rent it out or lease it out, not required to be listed in the program and an affidavit would have to be submitted; as opposed to a sampling of the inspections of rental properties, adding all properties, insures every three years the rental unit would be inspected, only impacts units of 4 or more; research done in regards to the fees: Lansing, Delta Charter Township, Meridian Township; McKenna's total contract for this year, 2 days for rental inspection and code enforcement assistance, total contract is \$70,000, depending on the number of inspections, between \$40,000 and \$50,000 for the rental inspection program, we are not even paying for McKenna's time let alone other city staff time; trying to right-size the fee structure; if we did all the inspections it would come to \$63,175.00; was touted as all units would be paid for, but only a scattering would be inspected; team talked after first year, why request fees and not inspect them all; appeal of the registration, if someone feels they should not have to be registered; we want to be able to offer good rental properties; we are blessed with a lot of good landlords; and we want to insure that continues in the least intrusive way possible.

There was a discussion of:

- The current fee is \$175.
 - That will not change in this proposed ordinance.
 - When the fee was calculated originally, it was based on estimated amount of cost but across 1,083 units instead of 661. We realized the fee would not cover the cost of the current program at 661 units. All invoices that went out were calculated at \$175 per unit, not per unit inspected.
- Time per inspection for McKenna.
 - Between 20-30 minutes, plus report writing and all that goes into it.
 - Depends on what has to be input into the system.
- Has the Planning Commission discussed these changes?
 - No, purview resides within the city commission and not the planning commission.
- Discussions with landlords?
 - We sent information out to landlords and asked them to provide feedback.
- Checklist changes.

Commissioner Hufnagel said Ken Harris was very involved in the first round of creating this and he hopes he doesn't think this was a waste of his time. He said there were a lot of things taken into consideration that Ken brought up. There was a lot of input from landlords, including Ken. Our intent when it was created was it would be looked at in a year.

There was a discussion of:

- Letters sent to the landlord for the checklist or for this ordinance change?
 - This ordinance change.
- Will McKenna be here more than two days a week?
 - No. Approximately, 60% on rental inspection and 40% on code. We brought Ken in for an additional day because of the workload for the rental inspection program and additional code/permit assistance.
- Would we then be generating revenue?
 - 1,083 inspections would raise \$63,175 per year; McKenna's contract is \$70,000 which does not pay for any city staff involvement.
- Is the city adding staff for the program?
 - No.
 - Initial year was a lot of initial costs and software costs (had to be built out by BS&A), a lot of upfront costs to this program as well. Potential after the 3 years, the \$175 could change for the next 3 years.
- Discussed we would evaluate every year and then decide after 3 years if fees would go down; labor fees do tend to go up.
- Appeal section in ordinance; so many days to appeal to the city commission?
- Appeal fee, reduce to nominal amount or set to \$0?
- 100% non-PRE concern - shouldn't be bothering folks that have two homes.
 - Nuances that came up in the first year of program; there were attempts to circumvent the rental program.

Motion by Commission Hufnagel seconded by Commissioner Ruestman that the city commission adopt Resolution #35-2024.

YEA: Hufnagel, Ruestman

NAY: Gurski, Hyzer

Motion failed.

NEW BUSINESS

1. Landscaping Waiver for 108 E. Railroad Street and Recommended Zoning Amendment - Landscaping

City Manager Gamble discussed the ordinance and said it lacks an administrative waiver. He said this would take away a requirement that would be physically impossible, shrubs and trees. He said there would be a small opportunity to add vertical landscape to the library, but not 36 trees and 72 shrubs.

Ethan from McKenna discussed goals #1 and #2 of the Master Plan.

There was a discussion of the waiver.

Motion by Commissioner Hyzer seconded by Commissioner Ruestman that the city commission grant the waiver to the library for the landscaping requirements.

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

The city commission directed the city manager and staff to have the planning commission review and send the city commission any zoning amendments for the landscaping requirements in the future.

2. City Manager Comments

City Manager Gamble discussed:

- Thank you again to City Staff, especially Kristina and Justin for covering for me while I was off on vacation.
 - Our city shined bright via the Mint Festival and National Night Out (well done to entire city team for this huge lift for our moniker event).
- Parking Lot 5B, as noted in my letter to the effected parties, coming up to a fork in the road. We are very, very hopeful that we will be able to achieve 100% participation. However, if we are not able to obtain signatures in the next several weeks, at the September meeting we would like to present alternative options for paving yet this fall.
- Prevail Solar, after a previous partner chose a factory location in South Carolina, has renewed their vigor of standing up a solar panel manufacturing facility at the old Federal Mogul site. They hope to have the factory start production by the summer of 2025 and have 100 workers staffing the facility by the end of 2025.
- With summer (aka orange barrel season) we have our share of orange barrels around town. For this update I will turn the floor over to Justin Smith, our Director of Public Services.
 - Director Smith discussed the street program: Cass Street, gained 17 parking spots when switched over to angle parking; moved onto Oakland Street, a block and a half completed there; Sturgis Street; small amount on Lindy Lane; Brush Street; then North Lansing Street. Cement contractors, we are happy to get them for a couple of days. Paving schedule for Cass, hoped to come in today, possibly this week. We will have a meeting with business owners prior to Brush Street, probably at least two weeks away. On August 14th, County Commissioner Bruce Delong informed us MDOT released money to M-21 for a mill and fill this year, both driving lanes. Proposed date of September 3rd to begin.

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- City Manager Gamble commended Director Smith and Supervisor Ritter.
 - Fantasy Forest 2.0 update
 - Bids will go out before September 12th for the playground and general playscape furniture. The results will be presented at the October Commission meeting along with a recommendation of the Fantasy Forest Core Team.
 - Konan City of the Shiga Prefecture of Japan is our Friendship City. There is a delegate of Konan that will be visiting the City on Monday, September 9, 2024 at 10:00 a.m. The Mayor will be present, but all Commissioners are welcome to attend. Please let me know if you will be able to make this auspicious occasion.
 - There has been a marked increase of interest regarding several properties in the City over the past several months.
 - First of which is the former Save-a-Lot facility. There has been a question on whether or not the City would issue an OPRA on personal property if there were to be a significant investment and job re-creation in this facility. I plan to talk more specifically about this next month. Other properties that I have been asked about are:
 - The vacant City owned property adjacent to Old County Farm Road.
 - The vacant parcel South of the condominium development off of Glastonbury specifically related to zoning and master planning.
 - Social District for the City was approved.
 - Discussion regarding when the social district would have their first event.
 - The City was awarded the:
 - Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of St. Johns for its annual comprehensive financial report for the fiscal year ended June 30, 2023. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.
 - The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.
 - Kudos to Kristina Kinde, Deputy City Manager/City Treasurer and many other city employees who contribute towards this final product for which this award was given.
 - Mindy Seavey, our illustrious Clerk, celebrated a momentous anniversary this past August 15th. On that date, Mindy celebrated her 30th anniversary of employment

with the City. We are so very blessed to have the friendliest and most organized clerk on the planet working for our TEAM.

3. Commissioner Comments

Commissioner Hyzer congratulated Mindy on running a great election, he was in and out with no issues. Congratulations to you and your staff. Congratulations to Kristina on getting the certificate, these are the hardest pages and most time consuming of the audit. Congrats to all that put on the Mint Festival, it was a well-run event. He said he talked to Chief on National Night Out and congrats to April on all she does.

Commissioner Hufnagel said congratulations to our favorite city treasurer, great job. Also, Mindy's 30 years is a long time of service; she is also that institutional knowledge that is so important; amazing in the past where someone has asked her what happened 25 years ago, and she will say I know where that is; real value that can't be overstated and she brings that value to the whole team. He is looking forward to another 30 successful years. He said the National Night Out; it is a great event. He acknowledged the work staff has put into working with business owners. We have a lot of great supportive businesses in this city. Mint Festival was a great festival with wonderful weather. He heard a lot of comments, specifically on the carnival. In the past, there wasn't high praise from people in the community. He heard so many positive comments about that, they did a fantastic job, and the new location benefited that as well, being able to have smaller kids rides segregated.

Director Hanover said they agreed to come back next year.

Commissioner Hufnagel said 11:00 at night on Friday he enjoyed hearing people scream (on the rides). He acknowledged the arts council on another successful concert season, there is one left on Wednesday. There were good groups and nice crowds.

Commissioner Ruestman said ditto to everything and congrats, good job. She mentioned the Pride Festival and said she gave a welcome on behalf of the commission. She said it was a great event, good turnout, warm weather, and people had a lot of fun in a really positive environment. She discussed the car show on main street and kudos to the DDA for enlivening main street. She said it is nice to see all the activity that is going on there. Congratulations to the library for the great job they did getting funding for the facility project, kudos. She said she is glad they have another location to live out of for a while so people can enjoy the library.

Commissioner Gurski echoed everyone's comments. He said the Mint Festival seemed rather active this year, more people than he has seen in years past. He said he doesn't know if it was the weather or more activities. He said he saw the parking lines down

Lansing Street and that was a good problem to have. He gave an update on the ambulance board and said they are making some changes there. As it continues to grow, significantly and quite quickly, they have 42 staff members now; it is a big business, and it needs to run that way. It started as a very small entity with a lot of voluntary help and that is the transition we are in, and it is going to be difficult. We are in the midst of that. We had a special meeting last Friday; more to come; all good things but comes with additional work.

ADJOURNMENT

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

YEA: Hufnagel, Ruestman, Gurski, Hyzer

NAY: None

Motion carried.

The meeting was adjourned at 7:09 p.m.

DRAFT

CITY OF ST. JOHNS
CITY COMMISSION MINUTES
SEPTEMBER 10, 2024

The special meeting of the St. Johns City Commission and Bingham Township Board was called to order by Mayor Dzurka at 5:31 p.m. at the Clinton County Courthouse, 100 East State Street, 2nd Floor, Suite #2200, St. Johns, Michigan.

CITY COMMISSIONERS PRESENT:	Eric Hufnagel, Jean Ruestman, Brad Gurski, Scott Dzurka, Chris Hyzer
CITY COMMISSIONERS ABSENT:	None
STAFF PRESENT:	Chad Gamble, City Manager; Mindy J. Seavey, City Clerk; Kristina Kinde, City Treasurer; Justin Smith, Director of Public Services; Michael Homier, Attorney (arrived at 5:38 p.m.)
BINGHAM TOWNSHIP:	Eric Silm, Jessica Smith, Amy Wirth, Eric Harger, Tony Hufnagel

Agenda

Bingham Township Board approved their agenda.

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

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

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Introduction

The Bingham Township Board and St. Johns City Commission and staff introduced themselves.

Overview of Objectives

Mayor Dzurka discussed ongoing conversations we have had with smaller groups. This is a first step with both boards coming together and he was pleased everyone has come together.

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SPECIAL JOINT MEETING MINUTES**

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Bingham Supervisor Silm discussed objectives.

Objectives:

- Needs to be a win/win (financial).
- Permanent solution.
- Include current staff.
- Utilization/flexibility of staff.
- Consider Township & City constituents' interests.
- Fair & equitable agreement.
- Clear understanding of roles & responsibilities.
- Clear understanding of problems/solutions/opportunities.
- Clear sense of next steps.
- Understanding of benefits of working together/funding other functions of community.

Review of Collaboration Options by Foster Swift

Michael Homier, Foster Swift, was present. He discussed his role since Foster Swift is the attorney for the city, township and county. He said he won't advocate for one method or another and he tried to make that clear at every meeting. If anyone is uncomfortable with his involvement, you need to let him know. He said it is a facilitative role more than anything else and he has explored with Chad and Eric Silm the objectives and the mechanisms.

Collaborative Options:

- Urban Cooperative Agreement (UCA).
- Act 425 – conditional transfer of property.
- Authority.
- Urban Cooperation Act to Authority.

Attorney Homier discussed:

- Most important are the terms and the objectives and they can draft around that.
- Economic development opportunities.
 - Need infrastructure to further that growth.
- There is always a territorial component to these agreements.
- A draft 425 agreement for vacant property.
- Mutual objectives and terms the parties can agree on?

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There was a discussion of:

- Supervisor Silm – the 425 option is off the table for the township.
- Commissioner Gurski – reluctant to go through a UCA and then an authority.
- Mayor Dzurka – township has infrastructure opportunities.
 - Timeline for creating an authority.
 - Attorney Homier – the biggest challenge is the value of assets; look at audits for good idea of value of assets.
 - 6 months is a good estimate.
- Supervisor Silm discussed bullet points of make-up of the board and assets.
- Commissioner Ruestman discussed having a clear set of pros and cons.
- Commissioner Hufnagel - don't think taking a 425 off the table is an easy solution to remove; win/win questions and equity question; what it will take fiscally to make it a win/win; significant amounts of funds for infrastructure.
 - City Manager Gamble said there was a recognition of an objective of the township contributing in more ways towards community-based services the city offers, trying to find ways to put together and address those.
 - Attorney Homier said he has done a combination of agreements with a UCA; contractual elements along with transfer of property elements; we can achieve whatever goals and objectives you have with the 3 legal agreements, if we understand the goals/objectives.
- Attorney Homier discussed the make-up of an authority board.
- Mayor Dzurka discussed the financial side; a study on cost; ballpark estimate.
 - City Manager Gamble discussed distribution system assets & production assets; authority is financially burdensome, UCA can be made simpler; UCA can be longer term. What the board function is?
 - Attorney Homier said the financial implications should be net zero; enterprise funds; contributions from your users; not supposed to be a revenue producing entity; with an authority, the hard part is getting assets back out. We typically make it hard to get out of authority.
 - Commissioner Gurski said authority can be made up in different ways with assets (can keep assets and contract with authority). For St. Johns, we contract with Bingham already for nothing; this would generate revenue and long-term is growth.
 - Attorney Homier said authority does give some autonomy; possible to do an authority and contract as well.
 - Commissioner Hyzer said they have an authority in Ionia; they retained underground pipe; 4 city council members on 8-member board, 4 townships; water was set up with water franchise agreement;

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SPECIAL JOINT MEETING MINUTES**

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capacity drives rate for the users, more users are going to lower our cost, helps stabilize rates for constituents.

Biggest fears: loss of property; expansion burdens felt by city – revenues.

Urban Cooperative Agreement

Pros: ease of drafting; use for other revenues.

Cons: termination challenges; governance by multiple boards; management of staff.

There was a discussion of a 425 agreement.

Mayor Dzurka said 425 is restrictive by district; UCA is broader.

Authority

Pros: have all systems under one hat; operate as designed; shed liability.

Cons: buy-in costs.

There was a discussion of putting “funding other functions of the community” under objectives.

Discussion of Roadmap Towards Collaboration

City Manager Gamble discussed ranking the authority, UCA, and 425. He and Supervisor Silm and Attorney Homier could work together on some of those details.

There was a discussion of:

- The meeting format.

Discussion of Timeline Objectives

Mayor Dzurka said the township has grants pending and needs to make some decisions.

There was a discussion of:

- Frequency of meetings – monthly.
- The first draft of the agreement is the most challenging.
- PA 233.

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SPECIAL JOINT MEETING MINUTES**

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- Revenue sharing component between jurisdictions that wouldn't fall under the PA 233 umbrella.
- Undertake a study for the buy-in.
 - Need to agree on the method.

Next Steps and Setting of Next Meeting

City Manager Gamble discussed future meeting dates. The group decided on October 22nd at 5:30 p.m.; December 3rd at 5:30 p.m.; and January 7th at 5:30 p.m.

Public Comments

Mayor Dzurka asked if there were any public comments.

There were none.

Amy Wirth, Bingham Township Clerk, said for the first time in a long time we are hopeful. Thank you for being open and listening and willing to work with us.

Adjournment

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

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The meeting was adjourned at 7:57 p.m.

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
September 23, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: MML Property & Liability Insurance Renewal	[X] MML Liability & Property Pool – Renewal Proposal for the City of St. Johns [] [] []	[N/A] [] [] []
Prepared by: Mindy J. Seavey, City Clerk	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: This request is formalizing the contract with the previously approved sole source insurance vendor by the Michigan Municipal League (MML) for property and liability insurance needs. The new contract must be in place by our renewal date of October 1st for our property & liability insurance coverage.

BACKGROUND/DISCUSSION: At our July 22, 2024 meeting, the City Commission approved maintaining our contractual relationship with the MML for property and liability insurance coverage. This insurance pool has always given the City excellent coverage and service at a competitive rate. The MML was also designated as a Sole Source Vendor as the MML can supply the City with a superior product and service regarding the provisioning of the required insurance for the City in the most cost-effective means.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: In the 2024/25 fiscal year, we budgeted \$112,000.00 in line item #101-172-715.003 for the insurance package. We also budgeted the following in the 2024/25 fiscal year for the insurance portion for vehicles: \$5,900.00 in line item 101-301-819.000; \$6,500.00 in line item 136-336-819.000; and \$21,000.00 in line item 661-271-819.000. All appropriations within the funds listed above total \$145,400.

Note: On October 1, 2024, and upon renewal with the MML, the city will receive a dividend check of \$11,783.

RECOMMENDATION:

Staff recommends the City Commission approve renewal of the City’s insurance with the Michigan Municipal League property and liability insurance pool in the amount of \$139,275 with a policy coverage period of October 1, 2024 through September 30, 2025.



michigan municipal league

Liability & Property Pool

Renewal Proposal

for the

City of St. Johns

Presented By:

Diane Jones
MML Liability & Property Pool
(616) 304-0739

September 13, 2024

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The **City of St. Johns** has been a Pool member since **1985**. The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it! The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of St. Johns**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of St. Johns** for an annual premium of **\$139,275**. When compared to last year's premium cost of \$136,173, it represents a premium increase of \$3,102. **The following exposure, rate, and coverage limit changes are reflected in this renewal quote:**

- \$90 Michigan Catastrophic Claims Assessment (MCCA) per vehicle (was \$122/vehicle for 2023)
- A slight increase in property and liability rates
- The property deductible increased from \$250 to \$500
- One additional automobile (42 - 2023 to 43 – 2024)
- One less police officer (11 - 2023 to 10 – 2024)
- \$8,901,486 total property values increase which included changes made on the renewal application and the underwriter inflation guard (\$32,584,168 - 2023 to \$41,485,654 – 2024)
- A slight increase in total payroll for the City of St. Johns
- \$856 decrease in miscellaneous equipment total values (\$127,228 – 2023 to \$126,372 – 2024)
- \$84,850 decrease in total values for contractors equipment (\$857,939 – 2023 to \$773,089 – 2024)
- The agreed value for five police vehicles was increased, for an inflation guard from \$55,000 to \$68,000
- \$28,228 increase in total radio equipment values (\$184,059 – 2023 to \$212,397 – 2024)
- \$113,500 increase in total fire equipment values (\$128,414 – 2023 to \$241,914 – 2024)

In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2024. **The City of St. Johns portion of the dividend return is \$11,783.** The City of St. Johns will receive this dividend in the month following payment of your 2024 renewal premium.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|------------------------------------|
| ✓ 452 Public Entity Members | ✓ 173 Water Utilities |
| ✓ 145 Fire Departments | ✓ 243 Sewer Utilities |
| ✓ 185 Law Enforcement Agencies | ✓ 16 Municipal Marinas |
| ✓ 2,295 Police Officers | ✓ \$6.7 Billion of Property Values |
| ✓ 7,694 Vehicles | ✓ 21 Dams |
| ✓ 18 Electric Utilities | |

Coverage and Cost Summary City Of St. Johns

Effective 10-01-2024 to 10-01-2025

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$2,500
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$2,500
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$5,000
Law Enforcement Liability (Coverages A, B, and D)	\$10,000,000	N/A	\$5,000
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$2,500
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$0

<u># Vehicles</u>	<u>Comp</u>	<u>Coll</u>
43	\$500	\$1,000

Agreed Amount, if applicable 12 Vehicles for a total of \$3,834,284

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$41,485,654	N/A	\$500
Boiler and Machinery	Included	N/A	\$500
Building(s)	Included	N/A	\$500
Contents	Included	N/A	\$500
Property in the Open	Included	N/A	\$500
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	See Schedule	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
2019 Polaris Ranger, side by side w/water tank	\$14,000	N/A	\$250
Accounts Receivable	\$100,000	N/A	\$250
Banners Downtown	\$14,620	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A

Coverage and Cost Summary City Of St. Johns

Effective 10-01-2024 to 10-01-2025

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Contractor's Equipment	\$773,089	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$178,431	\$178,431	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Fire Equipment	\$241,914	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Miscellaneous Equipment	\$126,372	N/A	\$250
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Radio Equipment	\$212,397	N/A	\$250
Survey Equipment	\$26,827	N/A	\$250
Trailers, under 2,000 lbs	\$19,357	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
Voting Equipment	\$41,916	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer	\$100,000	N/A	N/A
Bond #: B Clerk	\$100,000	N/A	N/A



Coverage and Cost Summary City Of St. Johns

Effective 10-01-2024 to 10-01-2025

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Bond #: C City Manager	\$100,000	N/A	N/A
Bond #: D Deputy City Manager	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$139,275.

Cyber Coverage

TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Sublimit	\$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Sublimit:	\$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Sublimit:	\$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Sublimit:	\$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability		
Liability Retention Per Claim:			
TOWER 1 Retention	All other coverages Retention:	\$0	each Claim
	Cyber Extortion:	\$5,000	each Extortion Threat
	First Party Data Protection:	\$5,000	each Data Protection Loss
	First Party Network Business Interruption:	\$5,000	each Business Interruption Loss Waiting Period: 12 hours
Limits of Coverage - Privacy Breach Response Services			
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	\$50,000	per Incident and in the Aggregate
TOWER 3 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage		
Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addi			
Privacy Breach Response Services Threshold/Retention (Each Incident):			
TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident
TOWER 3 Retention	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

Your Team of Experts



Diane Jones
Account Executive
(616) 304-0739



Michael J. Forster
Pool Administrator
(734) 669-6340



Katelyn Petracca
248-204-6160
(Le – Z)

Alpha Split:



Joan Opett
248-204-8579
(A – La)

Customer Service Representatives



Christopher Flechsig
Liability Claims Supervisor
(810) 844-8146



Matt Heins
Loss Control Supervisor
Law Enforcement Action Forum Coordinator
(248) 791-4371

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of St. Johns Has . . .

- ✓ \$2,872,858 Annual Payroll
- ✓ \$41,485,654 of total values for real and personal property
- ✓ 10 Law enforcement officers
- ✓ 43 Vehicles
- ✓ 12 Vehicles with agreed values totaling \$3,834,284

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim online. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
9/23/2024

Department: Recreation Department	Attachments:	Submitted to CA for Review
Subject: American Red Cross Licensed Training Provider Agreement	[X] <i>Licensed Training Provider Agreement</i>	[X]
Prepared by: Bill Schafer, Recreation Director	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The lifeguard training and recertification classes agreement with the American Red Cross will allow us to offer these valuable classes that are one of the major attractions for prospective lifeguards for our recreation programming. If approved, this agreement would be good for three years.

BACKGROUND/DISCUSSION: The lifeguard training and recertification classes are our main source of attracting lifeguards for our recreation programs. These classes are led by Mrs. Becky Kay, she has been leading these classes for over 25 years and does a great job not only leading the class but setting a class schedule that works around all the different schedules the participants might have. The benefits of being a training site include control over training, staff development, and access to expertise. When not lifeguarding for the city, these lifeguards also work other pool activities for the St Johns Sea Lions, St Johns High School and volunteer as lifeguards at many other local events.

STRATEGIC PLAN OBJECTIVE: This program will help us in offering pool related recreation programs to the community. It will also help us meet goal 1,6, and 8 in the 5-Year Parks and Recreation Master Plan. These goals are: 1) Provide safe, inclusive, community-based recreational opportunities that improve the overall quality of life for all St. Johns-area residents. 6) Strengthen the role of the City of St. Johns as a regional provider/coordinator of recreational opportunities and develop a plan that maximizes the impact of existing and future recreation providers. 8) Promote healthy, active lifestyles through the St. Johns Parks and Recreation facilities and programs.

FISCAL IMPACT: There is no cost to enter into the agreement, but without this program we will not be able to run lifeguard training classes. These training classes are where we get 90% of the lifeguards we use to run our pool programs. Without lifeguards we would not be able to offer swim lessons or open and lap swim programs in the future.

RECOMMENDATION: City Staff recommends the City Commission approve the Licensed Training Provider Agreement with the American Red Cross.



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and City of St. Johns (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit LTP to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Only permit an individual to teach a Course and submit Course Records (as defined below) under LTP's account in Red Cross's learning management system ("LMS") if that individual (i) has an active certification by Red Cross to teach the Course, and is otherwise in good standing as an instructor with Red Cross, when the Course is delivered, and (ii) has been authorized by LTP to teach Courses on LTP's behalf and enter records for completed Courses ("Course Records") on LTP's behalf in Red Cross's LMS before the Course is delivered. (Individuals who satisfy all of these conditions are hereinafter referred to as "Instructors").
- 1.2. Cause Instructors to teach Courses using only Red Cross-approved instructional materials and such other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), curricula, policies, and procedures, as the same may be amended or supplemented from time to time (collectively, the "Policies"), which Policies, as of the Effective Date, are available at <https://www.redcrosslearningcenter.org>.
- 1.3. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.4. Permit—or, upon Red Cross's request, obtain permission for—Red Cross to enter upon the premises at which Courses are taught so that Red Cross can observe LTP's Courses. Red Cross will cooperate with LTP in the scheduling of any such visit, but LTP may not notify its Instructors in advance of a scheduled visit.
- 1.5. Enter accurate and complete Course Records for each completed Course, along with all other requested information, into the Red Cross's LMS within ten (10) calendar days of the date that any scheduling instance of a Course (each a "Class") has been completed, and comply with all terms and conditions of the LMS during such use.
- 1.6. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by the required number of Instructors and otherwise in compliance with the Policies and this Agreement (it being understood that Red Cross may, in addition to other remedies, invalidate any Course completion certification not issued in conformity with this section).
- 1.7. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.8. Be responsible for LTP's acts and omissions, and the acts and omissions of its Instructors, in connection with the delivery of Courses under this Agreement.
- 1.9. Maintain insurance (or, if LTP is a public entity, self-insure through a publicly recognized self-insurance program) to cover its performance under this Agreement, as Red Cross insurance does not extend to



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LTP or its Instructors. If aquatic courses are included among the Courses that LTP is authorized to deliver under Appendix B, maintain, at minimum, the types and limits of coverage set forth in Appendix C. Provide proof of insurance coverage to Red Cross upon its request.

2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.
- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of Courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods or services.

4. Term and Termination.



- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under sections 5.10 and 7 below will also survive expiration or any termination of this Agreement.

5. Fees and Invoicing.

- 5.1 For each Course enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.2 Unless LTP has been approved for invoicing, LTP will remit payment by credit card upon entry of Course Records into LMS. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. If LTP does not pay any amount by the payment due date, the Red Cross may, in its sole discretion (a) suspend or terminate the LTP's invoicing privileges and require credit card payment at the time LTP enters Courses into LMS; or (b) suspend or terminate the LTP's right to deliver Red Cross training and enter Course Records into LMS. If the Red Cross pursues collections action to recover past due amounts, the LTP will be responsible for all costs of collection including reasonable attorney's fees and collection agency fees and expenses.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a PDF copy of the invoice. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256
- 5.7 Red Cross is not obligated to use LTP's vendor payment portal. If LTP desires that Red Cross use LTP's vendor payment portal, LTP must make such a request in writing. Red Cross may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an authorized representative of Red Cross. LTP must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If Red Cross elects to use LTP's vendor payment portal,



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Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.

- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in [Appendix A](#)) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any Course offered by the LTP is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with re-training Course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct re-training, which may include the LTP, or any Red Cross employee, volunteer, or third-party licensed training provider. LTP's obligation to pay for retraining under this section will survive the expiration or earlier termination of this Agreement with respect to any such retraining that takes place after the effective date of expiration or termination; and the provisions for invoicing and collection of past-due amounts set forth in this Section 5 will continue to govern with respect to any such obligation.
- 6. Notices.** Each Party's contacts for notices and billing under this Agreement are listed on [Appendix A](#).
- 7. Confidentiality.** Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in [Appendix B](#).
- 8. Intellectual Property.**
- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.
- 9. Miscellaneous.**
- 9.1 **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly



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negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.

- 9.2 **Independent Contractors.** Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 **Assignment.** LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 **Governing Law.** The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 **Inapplicability of Procurement Terms.** This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a subcontractor to Red Cross or a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier processor of personal or other data for LTP or any third party.
- 9.6 **Data Processing.** Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 **Amendments and Waivers.** Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both Parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.
- 9.9 **Mutual Representations.** Each Party is relying upon the truth and accuracy of the following warranties, as made by the other Party, as a material inducement to entering into this Agreement:




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- A. LTP warrants that any information it has tendered to Red Cross concerning its legal status, identities of its directors, officers, shareholders, or other principals and affiliates, financial condition, current and historical operations, insurance coverages, and all other information requested by Red Cross in connection with any inquiry into LTP's capabilities and qualifications as a prospective licensed training provider of Red Cross, was, on the date it was provided to Red Cross and on the Effective Date, true and accurate in all respects and free of any misleading omissions. LTP acknowledges that the foregoing warranty is a material inducement for the Red Cross to enter into this Agreement.
- B. Each Party represents to the other that it is duly organized or incorporated and validly existing under the laws of the state where it is organized or incorporated (or, if it is organized under federal law, that it is duly organized and validly existing under the laws of the United States), that it has the power and authority to enter into this Agreement and carry out its provisions, that it has taken all actions required for it to enter into the Agreement prior to the Effective Date, that its representative who has signed this Agreement below is duly authorized to execute and deliver this Agreement, and that this Agreement is legally binding upon and enforceable against it.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: City of St. Johns	The American National Red Cross
LTP Signature:	Red Cross Signature: 
Name:	Name: Brian Nguyen
Title:	Title: BGST Telesales Specialist
Date:	Date: 9/3/2024



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**Licensed Training Provider Agreement
Appendix A – Contact Information**

Licensed Training Provider (LTP) Information

LTP: City of St. Johns

LTP Address: 501 W Sickles St Saint Johns MI LTP Fax: 48879 (989) 224-2204

LTP Account Number: 22234ST. JOHN'S HIGH SCHOOL

LTP Contact: Bill Schafer

LTP Contact Email: bschafer@stjohnsmi.gov

LTP Contact Phone: (989) 224-8944 Extension: 227

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

LTP Billing Contact Name: Bill Schafer

LTP Billing Contact Phone: (989) 224-8944 Extension: 227

LTP Billing Contact Email: bschafer@stjohnsmi.gov

LTP Billing Address: 100 East State Street Saint Johns MI 48879-0477

LTP DUNS Number: 150490258

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross sales representative

Name: Brian Nguyen

Phone: (833) 676-3491 Ext.: 134578 Email: brian.nguyen2@redcross.org

Legal Notice to be delivered to your Red Cross sales representative with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



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**Licensed Training Provider Agreement
Appendix C – Insurance Requirements for Aquatics LTPs**

LTPs who have Aquatics Courses included in Appendix B are required to maintain General Liability Insurance coverage in an amount not less than \$1,000,000 per occurrence naming the Red Cross as additional insured. The policy shall be written as primary policy coverage and not contributing with, or in excess of, any coverage which the Red Cross may maintain. Coverage limits may be met by a combination of primary and excess or umbrella policies. If LTP is a self-insured public entity, LTP must provide a certificate of self-insurance.

LTP shall provide the Red Cross with certificates of insurance ("COIs") evidencing the required insurance coverage and limits prior to the commencement of training activities under this Agreement, and renewal certificates, for as long as this Agreement is in effect, to the Red Cross contact referenced in Appendix A. In addition, LTP shall provide Red Cross with COIs that conform to the above requirements for each affiliate, division, operating unit, and branch office of LTP that conducts training activities under this Agreement and maintains insurance coverage separate from LTP.

LTP agrees to notify the Red Cross prior to any cancellation or nonrenewal of the required insurance policies.

The Certificate of Insurance (COI) provided must be completed as follows:

Certificate Holder: **The American National Red Cross
431 18th Street, NW
Washington, D.C. 20006**

Description of Operations (shall read as follows):

RE: Licensed Training Provider Agreement.

THE AMERICAN NATIONAL RED CROSS, ITS GOVERNORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PERMITTED ASSIGNS ARE INCLUDED AS ADDITIONAL INSUREDS WITH REGARDS TO GENERAL LIABILITY. PRIMARY AND NON-CONTRIBUTORY POLICY LANGUAGE IS INCLUDED WITH RESPECT TO GENERAL LIABILITY WHERE REQUIRED BY CONTRACT.

All such Insurance carriers shall be authorized to do business in the state in which Courses are being provided.



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Appendix B – Product Packages and Price List

Product Packages(s)

AP/LTP-Aquatics Other

AP/LTP-Learn to Swim

AP/LTP-Learn to Swim-Safety

AP/LTP-Lifeguarding

AP/LTP-Administering Emergency Oxygen

AP/LTP-Basic Life Support

AP/LTP-Bloodborne Pathogens

AP/LTP-CPR/AED for the Prof Rescuer

AP/LTP-Emer Medical Response

AP/LTP-FA/CPR/AED

AP/LTP-Responding to Emergencies

CPS-Aquatics Other-Retail

CPS-Basic Life Support-Retail

CPS-Bloodborne Pathogens-Retail

CPS-CPR/AED for the Prof Rescuer-Retail

CPS-Emer Medical Response-Retail

CPS-FA/CPR/AED-Retail

CPS-Learn to Swim-Retail

CPS-Lifeguarding-Retail

CPS-Responding to Emergencies-Retail

(Price List Attached)

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

Learn to Swim (LTS) Facility Fee - per pool(s) Location

Annual Volume of Enrollees LTS Facility Fee (required to teach LTS Program)	Facilities that offer Red Cross Lifeguarding	Facilities that do not offer Red Cross Lifeguarding	Completion Cards Included
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Customers with Partner Access may register for LTS and pay the LTS facility fee by submitting a request through the American Red



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Cross Learning Center: <https://www.redcrosslearningcenter.org>

Partner Access can be requested through your Red Cross representative as listed on Appendix A.

Customers without Partner Access can call 1-800-RED-CROSS (800-733-2767) to register and pay via credit card by phone.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A. or www.RedCrossStore.org.

Method of Payment

Preferred Payment Type

Credit/Debit Card

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
September 23rd, 2024**

Department: Wastewater	Attachments:	Submitted to CA for Review
Subject: <i>Wastewater Pump Building Heat Pump Replacement</i>	[X] <i>Hopkins Mechanical Quote</i> [X] <i>Chascos Quote</i> [X] <i>T.H Eifert Quote</i> [X] <i>FHC Quote</i>	[X]
Prepared by: Name, Jordan Whitford Title, Wastewater Supervisor	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: In the FY24-25 budget, funds were approved to replace one of the two 20-ton heat pumps in the wastewater treatment pump building. These geothermal units, which use effluent wastewater to heat the building, were installed during the 2008-2009 upgrade and are the sole source of building heat. Unfortunately, at the end of 2023, a cracked heat exchanger was discovered in one of the units, and the exchanger was no longer manufactured or available for replacement. With parts no longer being available, the only other option was to replace the entire heat pump. Staff spent many hours working with multiple contractors to find the best replacement for the existing heat pump.

Through this effort, we were able to obtain four quality bids.

Franklin Holwerda Company	\$42,500.00
Hopkins Mechanical	\$43,688.00
Chascos	\$63,170.30
T.H Eifert	\$66,820.00

BACKGROUND/DISCUSSION: Starting in January 2025, the refrigerant currently used (R-410A) will no longer be allowed, posing another challenge for this project. A few of the contractors we worked with had narrow order windows to obtain units with R-410A, and missing these windows increased costs as we would be required to order a unit with the new refrigerant.

Another hurdle encountered is that units with the new refrigerant will not be manufactured until after January 1, 2025 and are expected to have an 8–10-week lead time. Both scenarios put us in a difficult position, as bids already exceeded budgeted funds and both heat pumps are necessary for effectively heating the building during cold winter months.

Franklin Holwerda was the low bidder but is now unable to order a unit until after January 2025. The only unit they could provide was also oversized, raising additional concerns. Therefore, Hopkins Mechanical is the next lowest bid with the ability to order a unit immediately.

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

FISCAL IMPACT: This amount exceeds the \$30,000 which was allocated in the budget. However, due to other projects within the same line item coming in under budget, adequate funds are available for this purchase. 592-560-818.077.

RECOMMENDATION: Staff recommends the City Commission approve the purchase and installation of a replacement heat pump from Hopkins Mechanical in the amount of \$43,688.00.

T.H. EIFERT
MECHANICAL
CONTRACTORS

PROPOSAL

Date: 08-06-24

Job Name: Heat Pump #1 Replacement

Offered To: City of St. Johns
100 East State Street, Suite 1100 P.O. Box 477
St. Johns, Michigan 48879-0477

Attn: Jordan Whitford

Phone: (989) 224-8944 Ext. 230 Fax: (989) 224-2204 Cell: (989) 292-0604 E-mail: jwhitford@stjohnsmi.gov

T.H. Eifert, Inc. offers to furnish Skilled Labor, Material, Insurance's, Tools, Equipment, and Permits (if applicable) to complete the following services.

All work to be performed during the hours of 8:00 a.m. and 4:30 p.m. Overtime work will be charged as an extra and pre-approved by the owner.

1. Scope of work includes:

- Provide labor and material to remove and replace Heat Pump #1. All utility connections into the existing included. Existing heat pump shall be hauled off site for proper disposal.

2. Work Excludes:

- Asbestos abatement, if required.
- Removal or disposal of any materials classified as hazardous waste, unless specifically included in item (1) above.
- Service, labor or materials required for any existing equipment other than specified in proposal.
- Service, labor or materials required for any repairs or upgrades to the existing utilities.
- Service, labor or materials required for any engineering, or plan review drawings.
- Service, labor or materials required for any additional glycol or chemical treatment.
- Service, labor or materials required for any controls.

3. Notes:

- The heat pump shall be submitted to the owner for approval before ordering.
- Last call to order this unit is November 1st, 2024, after that it will need to be updated to the R454b. The current lead time is 8 to 10 weeks.

This Proposal is firm for 30 days. If accepted, please return signed copy to our office.

Total Price\$ 66,820.00

Accepted by: _____ Date: _____

Proposal prepared by:  _____
Tim Somerville Superintendent

This proposal is subject to our standard payment terms of net thirty (30) days unless other contractual arrangements are made. If customer fails to timely pay any invoice customer also agrees to pay finance charges at 1.5% per month, and will also pay reasonable actual attorney fees of T.H. Eifert, Inc. should collection activity be necessary.

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made on _____, 2024, (“**Effective Date**”), by and between the **City of St. Johns**, a Michigan limited liability company, whose address is 100 East State St., Suite #1100, St. Johns, Michigan 48879-0477 (“**Owner**”) and **Hopkins Mechanical Services, LLC**, whose address is 8225 Taft Rd., Ovid, Michigan 48866 (“**Contractor**”). Contractor and Owner may be referred to collectively as the “**Parties**” or individually as a “**Party**” throughout this Agreement.

RECITALS

- A. Contractor is in the business of replacing heat pumps; and
- B. The Owner desires to engage Contractor, and Contractor desires to be so engaged, for the provision of services in accordance with the terms and conditions contained in this Agreement.

Now, therefore, incorporating the Recitals set forth above and in consideration of the mutual promises and obligations set forth in this Agreement, the Parties hereby agree as follows:

- 1. Term and Termination.** This Agreement shall commence on the Effective Date and shall terminate upon the date that all of the obligations of the Parties hereto with respect to this Agreement have been satisfied. The Owner reserves the right, upon 30 days prior written notice, to terminate this Agreement for failure of the Contractor to comply with the terms and conditions set forth in this Agreement. Nonperformance on the part of the Contractor shall constitute a breach of the Agreement and shall nullify any and all contractual obligations between the Parties. If this Agreement is terminated, the obligations of the Contractor and the Owner shall terminate, other than the Owner’s obligation to provide earned and unpaid compensation to Contractor for Services performed before the termination date.
- 2. Services and Responsibilities.** During the Term of this Agreement, Contractor shall perform services to replace and install a new heat pump in the Owner’s wastewater treatment plant. These responsibilities are further set forth in **Exhibit A**, and on the terms and conditions contained in this Agreement (“**Services**”). In the event of a conflict between the terms and conditions included in this Agreement and **Exhibit A**, this Agreement shall take precedence.
- 3. Compensation.** The Owner shall pay Contractor for the Services in an amount equal to, and not to exceed, the amount stated on **Exhibit A**, to be paid as described in **Exhibit A**. On the written agreement of both Parties, the hourly fee, if any, may be amended from time to time during the Term of this Agreement. The Owner will pay each invoice submitted to it by Contractor no later than 30 days from the date the invoice is received.
- 4. Work Area.** The Contractor shall be alert to the fact that their work areas are very visible to the public. The work shall be organized to reduce the number of workdays to a minimum. Also, the Contractor shall keep their work area as clean as practical at all times. The Contractor shall confine their equipment, apparatus, materials storage, and operations to limits indicated by applicable laws, permits or directions of the City of St. Johns and shall not necessarily encumber the premises with their materials. Should the Contractor require space on privately owned property, they shall obtain such space at their own expense by agreement with the owner thereof. The Owner will require a copy of a signed waiver from the property owner for use of the privately owned site.

5. Use of the Work Site. In their operations, the Contractor shall interfere as little as possible with traffic and shall in no case unduly obstruct travelling ways. The Contractor shall at no time interfere with surface or underground drainage. The Contractor shall enforce the Owner's instructions regarding signs, advertisements, fires, and smoke.

6. Changes in Work. The Owner reserves the right to increase, decrease, or eliminate proposed items of work or Services subject to a proposed quote and written amendment by and between the Parties. The decision to change the work or Services will be made by the Owner and will depend upon the availability of funds.

7. Independent Contractor. The Parties agree that the relationship between them created by this Agreement is that of an independent contractor, who has been engaged to render Services to the Owner in accordance with this Agreement and **Exhibit A**. Neither Contractor, nor any agent, employee, or permitted subcontractor of Contractor, shall be or may be deemed to be the employee or agent of, or a servant to, the Owner. It is understood and agreed that the Owner will not deduct, be responsible for, or pay, any withholding, income, self-employment, unemployment, social security, workers compensation, health, pension, retirement and similar employment related taxes, insurance, contributions, benefits, and any other form of compensation or obligation which may be required by federal, state, or other laws in connection with the Contractor's Services. As an independent contractor, Contractor expressly agrees:

- a. To perform the Services detailed in **Exhibit A** in exchange for the payment of the specific amount set forth in **Exhibit A**;
- b. To determine and control the means of performing the Services, within such general parameters or specifications as may be provided by the Owner;
- c. To be responsible for the satisfactory completion of the Services that Contractor performs or agrees to perform and may be held liable for failure to satisfactorily complete such Services;
- d. To receive payment for the satisfactorily completed Services;
- e. To hold or apply for a federal, state, or local employer identification number (or the equivalent number applicable in the jurisdiction in which the Services are performed), unless the Contractor is a sole proprietor who is not required to obtain such an identification number under applicable federal, state, or local requirements.
- g. To be solely responsible for payment of salaries, wages, and other compensation for its agents, employees, or permitted subcontractors;
- h. That neither the Contractor or any officer, agent, employee, or subcontractor of the Contractor shall be eligible for coverage under or eligible to receive the benefits of the Owner's workers' compensation, unemployment or health insurance, pension plans, or any other benefit plans and no other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either Party as a result of the performance of this Agreement; and
- i. That as an independent contractor, Contractor is not authorized to enter into or sign any agreements on behalf of the Owner.

8. Insurance. Contractor, or any of its subcontractors, shall not commence work under this Agreement until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Owner. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- c. Motor Vehicle Liability including Michigan No-Fault Coverage's, with limits of liability not less than \$ 1,000,000.00 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds**: City of St. Johns, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of St. Johns as an additional insured, coverage afforded is considered to be primary and any other insurance the City of St. Johns may have in effect shall be considered secondary and/or excess.
- e. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: 100 East State St., Suite #1100, St. Johns, Michigan 48879-0477.
- f. Proof of Insurance Coverage: The Contractor shall provide the Owner, at the time that this Agreement is returned by it for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverage's expire during the term of this Agreement, the Contractor shall deliver renewal certificates and endorsements to the Owner at least ten 10 days prior to the expiration date.

9. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of St. Johns, as Owner, its elected and appointed

officials, employees and volunteers, and others working on behalf of the City of St. Johns against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Owner of by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this agreement.

10. Iran Linked Business. The Contractor has certified to the Owner that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an “Iran linked business” during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

11. Force Majeure. If either Party is prevented or delayed in the performance of any of its obligations under this Agreement due to Force Majeure (defined below), that Party will provide written notice to the other Party specifying the nature and expected duration of the Force Majeure. The performance of the Party invoking Force Majeure with respect to any obligation will be excused and the time for performance extended, but only for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted by either Party during the Term equals or exceeds 30 consecutive days, the other Party will have the right, at its option, to either terminate this Agreement by written notice or to continue to excuse the first Party’s performance for the period of any delay or inability to perform due to Force Majeure. As used in this Agreement, “**Force Majeure**” shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble, pandemic or other serious public health issues, government order or law, action by any governmental authority, national or regional emergency, or any other circumstances beyond the reasonable control of the Party asserting it that prevents or delays the performance of any of its obligations under this Agreement.

12. Reasonableness. Contractor acknowledges and agrees that Contractor has weighed all the facts, conditions, and circumstances pertaining to this Agreement, has been afforded an opportunity to consult with counsel of its choice concerning this Agreement and its legal effect, and acknowledges that all of the provisions of this Agreement are reasonable. Contractor shall not contest the validity of any provision of this Agreement and waives any and all rights that Contractor may have to bring any claim, action, or suit or to raise any defense regarding the validity and reasonableness of this Agreement or any of its provisions.

13. Assignment. Neither Party may assign any of their rights, or delegate any of their duties or obligations, under this Agreement without the prior written consent of the other Party.

14. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered personally or, if mailed, three days after

being sent by first class mail, addressed to the other Party at the other Party's address set forth in this Agreement, or at any other address that the other Party provides in writing.

15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and permitted assigns.

16. Permits, Surveys, and Compliance with the Law. The Contractor shall secure and pay for all permits, fees, and licenses (including such fees that may be assigned to the Owner as permit holder) necessary for performance of the Services unless otherwise mutually agreed to in writing. The Owner shall furnish all surveys unless otherwise provided in like manner. The Contractor shall give all notices, pay all fees, and comply with all applicable laws, as well as rules and regulations bearing on the conduct of the Services.

17. Governing Law/Venue/Jurisdiction. All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Michigan. The Parties further agree that any dispute arising out of this Agreement shall be decided by either the state or federal court for Livingston County, Michigan. The Parties shall each submit to the jurisdiction of those courts and agree that service of process by certified mail, return receipt requested, shall be sufficient to confer said courts with in personal jurisdiction.

18. Waiver. No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or remedy created under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by either Party to any breach of, or default in, any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition of this Agreement. The terms and provisions of this Agreement, whether individually or in their entirety, may only be waived in writing and signed by the Party against whom or which the enforcement of such waiver is sought.

19. Warranty. The Contractor agrees to provide a one-year warranty for equipment furnished and installed during the Services to begin after final completion of all the Services. The Contractor is responsible for procuring and maintaining, during the duration of the Agreement, including any guarantee or warranty period. The Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the work in a commercially reasonable manner. Deficiencies in the Services discovered after substantial completion shall be deemed warranty work to be corrected by the Contractor.

20. Severability. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, void or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to the invalid, illegal, void or unenforceable provision while still remaining valid and enforceable and the remaining terms or provisions contained in this Agreement shall not be affected thereby.

21. Headings. The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Amendments. This Agreement may be amended at any time by a written instrument signed by both Parties.

23. Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted by both Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

24. Entire Agreement. This Agreement and the exhibits attached to this Agreement constitute the entire agreement and understanding between the Parties and supersede any and all prior understandings, agreements or representations between the Parties, whether written or oral, related in any way to the subject matter of this Agreement.

25. Counterparts. This Agreement may be executed, by facsimile or otherwise, in one or more counterparts, each of which shall be deemed an original but all of which together will constitute the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature on Following Page]

The Parties have executed this Agreement as of the Effective Date.

OWNER: CITY OF ST. JOHNS

Name: _____

Title: _____

Date: _____

Signature: _____

CONTRACTOR: HOPKINS MECHANICAL SERVICES, LLC

Name: _____

Title: _____

Date: _____

Signature: _____

EXHIBIT A
SCOPE OF SERVICES



Hopkins Mechanical Services
8225 Taft Rd.
Ovid, MI 48866
(989) 640-4033 Scott
(517) 819-8608 Shawn

Date: 9/3/24

Quote Expiration Date: 9/24/24

To: City of St Johns

Phone:

Email:

Quantity	Description	
1	50PSW240CDC6ACA1 Single-Stage Water Source Heat Pump <ul style="list-style-type: none"> • 20 Tons • 460-3-60 • Cupro-Nickel Source Coil • 100VA Transformer • Extended Range (25 to 110 F) • Cupro-Nickel Load Coil • Deluxe D Control Package (for thermostat or field installed DDC control) 	
1	2", 24" LONG HOSE KIT WITH ISO. VAL.	
1	1 year Parts, 5 year Compressor Warranties	
	8-10 week lead time	
	Order needs to be placed before Sept. 27th 2024. After that it will be updated to R454B refrigerant.	
Net 30	TOTAL	\$43,688.00

Hopkins Mechanical Services Scope of work **includes** the following:

1. Decommissioning old Unit per EPA standards.
2. Rigging out old unit and new unit in using the customer's hoist/gantry system.
3. Tying into 2" piping downstream of existing isolation valves and routing to back of the new unit.
4. Hooking up electrical feed into the unit.
5. Hooking up existing control wiring into unit
6. Armaflex insulation on piping
7. Start-up

Hopkins Mechanical Services Scope of work **excludes** the following:

1. Hazardous material identification, testing, abatement or disposal.
2. Undisclosed site conditions.
3. All other work not specifically included above.
4. Work before 7am or after 4pm Mon-Fri
5. Building Management System Controls
6. Controls upgrades, or work
7. Electrical work upstream of disconnect
8. Glycol

This is a quote on the products and services named, subject to the conditions listed below:

To accept this quote please sign below:

Authorized signature: _____

Date: _____

Terms:

1. Customer shall notify Hopkins Mechanical Services L.L.C (HMS) if any hazardous materials, including without limitation asbestos, are present at the jobsite. Customer shall take adequate precautions to protect HMS, its employees and subcontractors from such hazardous materials and will arrange for others to remove or encapsulate such hazardous materials, if necessary, for the performance of the work.
2. HMS warranty is for labor only for a period of 1 year from the date the equipment is first put into operation. Materials and equipment that have been subject to neglect, abuse, misuse, failure to maintain according to manufacturer's recommendation or accident while in possession of the purchaser are not included in this warranty.
3. Customer shall provide reasonable and timely access to equipment to perform proposed work.
4. HMS has made every attempt to include in this proposal all items that influence our work. However, we reserve the right to quote any additional changes to our work caused by change in this scope that may not have been identified as affecting our work or inadvertently omitted from this proposal services.
5. HMS reserves the right to adjust pricing on these materials and equipment due to changes in market conditions and pricing.
6. Standard HMS payment terms are NET (30) days.
7. Additional products, services and permits required or requested by the customer shall be billed as an extra to this proposal.
8. In no event shall HMS be liable to customer for subsequent, special, exemplary, indirect or incidental damages, arising from or out of the work under this proposal, including, but not limited to, damages for loss of business, loss of financing, loss of profits, loss of bonding capacity, loss of reputation, bankruptcy, or other similar damages (whether such damages are characterized as direct or indirect) including for breach of contract or warranty, and for misdeeds (including negligence, strict liability or otherwise).
9. HMS's absolute liability for any and all claims, losses or expenses arising out of the work performed pursuant to this Proposal, or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, or any other theory of liability, shall be limited to the total compensation received by HMS from Customer under this Proposal.
10. This proposal is contingent upon subcontractors and vendors full acceptance of HMS standard terms and conditions, as well as project prime contract flow down

provisions, without modification. Deviations and modifications of terms and conditions will not be accepted by HMS unless also accepted by General Contractor, Owner, or customer.

88044:00001:200824565-1

FHC

MECHANICAL CONTRACTORS

2509 29th Street SW
Wyoming, MI 49509
616-538-3231/616-538-2797 Fax

August 6, 2024

Jordan Whitford
Wastewater Department
10 E. State St. Suite 1100
PO box 477
St. Johns, MI 48879-0477

Subject: Heat pump replacement

We are pleased to provide the bid for the following work.

- Demo and remove old 25-ton Addison heat pump (failed HX)
- Supply and install a new Enertech 30-ton heat pump
- Modify piping arrangement to connect new heat pump
- Modify electrical connections to connect to new heat pump
- Equipment start up and commission

Total price: \$42,500.00

All work performed during normal business hours in a timely and workman like manner by skilled craftsmen. Thank you for this opportunity and we look forward to doing business with you in the future. Pricing is good for 30 days.

Matt Fuller
Service Department
Manager & Estimator

Chasco Plumbing & Heating, LLC

407 N. Clinton Avenue
 Saint Johns, MI 48879

(989) 224-3034

www.chasco1.com

QUOTE

Date	Quote #
8/20/2024	13158

Name / Address
City of St. Johns 100 E. State Street St. Johns, MI 48879

Pricing Valid for 30 days from Quote Date

Description	Qty	Rate	Total
Re: Grit Room Geo 1- Climatemaster TMW340 water to water heat pump 460/60/3 with Cupor-nickel heat exchanger 1- Miscellanies materials (pipe and fittings) 1- Stair climber rental to get old unit out and new unit in 1- High voltage wiring if new circuits are not needed 1- Low voltage control wiring 1- All labor 1- Start up procedure Note: #1- Allow 15 week lead time #2- If additional high voltage is required that work will need to be done by others #3- Glycol provided by others if needed #4- Add for a 4 week quick ship- \$4,452.97		63,170.30	63,170.30
		0.00%	0.00

Total	\$63,170.30
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ACCEPTACE AND AGREEMENT: The above specifications, estimates, quantities, description and prices are satisfactory and hereby accepted and authorized to perform the work as described above. PAYMENT TERMS: 1/2 DOWN UPON ACCEPTANCE OF PROPOSAL. REMAINING DUE UPON FINAL INSPECTION. Past due invoices may be subject to 1.5% late charge. I/We agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due.

Signature _____

Date _____

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
September 23, 2024

Department: Water	Attachments	Submitted to CA for Review
Subject: Spicer Group Amended Contract	[X] : Spicer Group	N/A
Prepared by: Calvin Galecka, Water Supervisor	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: EGLE has mandated that municipal water providers complete a comprehensive inventory of water service line materials. This inventory is referred to as the Complete Distribution System Materials Inventory (CDSMI). The CDSMI was originally due to EGLE on January 1, 2025, but EGLE has since revised the submission date to October 16, 2024 to meet EPA requirements. At the time of Spicer Groups proposal submittal to the City for Phase II of the Drinking Water Asset Management Plan, December 7, 2023, EGLE’s guidance on the contents of the submittal was limited. Spicer estimated, to the best of their ability, what that CDSMI deliverable was going to include. Earlier this spring, EGLE provided a comprehensive spreadsheet to complete (EQP5865) along with revised guidance documents to assist communities on populating the CDSMI deliverable. Based on Spicer’s review of the contents of EGLE’s EQP5865 spreadsheet and EGLE’s guidance documents, additional engineering effort will be required by Spicer Group to complete this task.

Spicer Group requests additional fees to complete and submit the required EGLE CDSMI documentation due on October 16, 2024. The total engineering fees for the change in this scope in the Contract is \$30,000. Enclosed is the summary form for WCD No. 01 which provides a detailed breakdown of the modifications for the City’s reference and signature

BACKGROUND/DISCUSSION: Spicer Group has provided the City of St. Johns with high quality and professional work. Spicer continues to provide excellent work helping the City navigate through grant applications, CDSMI documentation along with plans and overview of the City’s water system. The original contract was approved at the January 22, 2024 Commission meeting. The additional \$30,000 will allow Spicer Group to partner with the City to complete the EGLE CDSMI verification in accordance with the updated EPA based directives.

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

FISCAL IMPACT: The amended amount for Spicer Group is \$30,000. Our Current Contract with Spicer Group is \$97,900. The new Contract with Spicer Group is \$127,900. Funds for the additional \$30,00 are available in account 592-560-818.206. Additional funds are available in this account due to carryforwards (unencumbered funds rolled over to the current fiscal year) from the prior fiscal year related to the same project.

RECOMMENDATION: Approve the amended Spicer Group contract for the additional \$30,000 to complete EGLE’s CDSMI project and authorize Mayor to sign.

OWNER'S WORK CHANGE DIRECTIVE

NO. 1 TO PROFESSIONAL SERVICES

OWNER - City of St Johns

PROJECT - Drinking Water Asset Management Plan – Phase II

DATE OF ORIGINAL AGREEMENT - January 25, 2024

PROFESSIONAL'S WORK ORDER - 135318SG2023

In order to help permit the PROFESSIONAL to meet the OWNER'S needs for the referenced project, the OWNER hereby directs the PROFESSIONAL to revise the PROFESSIONAL'S contracted responsibilities (scope of work) according to the following items:

Task 1 – Water Distribution System Inventory

[\$7,100 Budget / No Revision]

Task 2 – Water Service Line Inventory

[\$8,300 Budget / No Revision]

Task 3 – Complete Distribution System Materials Inventory

[\$17,300 Budget / \$30,000 ADD]

- Complete and submit EGLE CDSMI Spreadsheet
- Revise existing GIS layers and their attributes to mimic EGLE spreadsheet
- Progress meetings with City's water department supervisor to review GIS revisions and EGLE spreadsheet
- Meet with City and complete EGLE CDSMI Application / Form
- Perform internal quality control / oversight of GIS layer modifications to ensure that EGLE spreadsheet data population can be streamlined for future annual EGLE submission.

Task 4 – Fire Hydrant And Distribution Valves

[\$11,600 Budget / No Revision]

Task 5 – Water Reliability Plan Revisions

[\$43,300 Budget / No Revision]

Task 6 – General Plan Revisions

[\$2,700 Budget / No Revision]

Task 7 – GIS Training

[\$2,300 Budget / No Revision]

Task 8 – Quality Assurance

[\$5,300 Budget / 5,000 ADD]

Amendment Amount: **\$30,000**

Current Contract Amount: **\$97,900**

New Contract Amount: **\$127,900**

Approved by Owner:

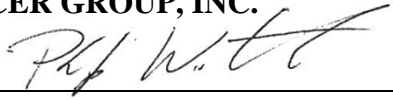
CITY OF ST JOHNS

By: _____
Authorized Signature

Date: _____

Prepared by Engineer:

SPICER GROUP, INC.

By: 
Principal in Charge

By: 
Project Manager

Date: August 26, 2024



December 7, 2023

Justin Smith
Public Services Director
City of St. Johns
100 East State Street
St. Johns, MI 48879

RE: Drinking Water Asset Management Plan – Phase II
City of St. Johns

Justin,

In response to your request, this is Spicer Group's proposal to provide professional engineering services to you for the Phase II of the Drinking Water Asset Management Plan (Water AMP) and Complete Distribution System Material Inventory (CDSMI) project.

Project Background

In 2018, the City submitted a Water AMP, Water Reliability Study and General Plan to EGLE. In 2020, EGLE provided comments to the City as to corrections and deficiencies that needed to be addressed with the studies and reports. In January of 2021, the City applied to EGLE for the Drinking Water Asset Management (DWAM) Grant. This grant would have provided the monies necessary for the City to address EGLE's deficiencies for the Water AMP, Water Reliability Study and General Plan. In addition, funding from the DWAM would have provided the means for the City to complete EGLE's water service Complete Distribution System Materials Inventory (CDSMI) verification requirements. Unfortunately, the City was not awarded a grant.

Spicer Group is currently under contract with the City for Phase I of the Water Asset Management Project. Phase I included field identification of City assets, GPS survey of said assets, and development of the water distribution system in GIS (Graphic Information System). Additionally, existing water service lead cards, available record drawings, and water department historical data were incorporated into GIS to populate known materials for the CDSMI EGLE requirements. Furthermore, the City's unknown water service material locations were randomized per EGLE requirements for field verification. Field verification is currently being performed by the City's subcontractor Plummer's Environmental Services (PES) and will be completed in the summer of 2024.

At this time, the City is seeking professional engineering services for Phase II or the Water AMP to continue to resolve deficiencies outlined by EGLE. This would include a Reliability Study, General Plan, and EGLE CDSMI requirements. This letter contains Spicer's tasks associated with Phase II of the project. The tasks in Phase II build upon the data obtained in Phase I and generally encompass continued refinement of the City's distribution network in GIS, hydraulic modeling of the distribution network to identify deficiencies which may require attention in capital improvement project planning, Water Reliability Study and General Plan revisions, CDSMI completion and EGLE deliverables, and the inventory, and condition assessment of the City's distribution system assets.

Scope of Professional Services

Spicer Group's scope of professional services for this project follow:

Phase II (FY 2024)

1. Water Distribution System Inventory
 - a. Review entire system drawn in GIS in Phase I with City staff for accuracy. We have estimated ten (10) meetings (2hours each) with City staff for this task.
 - b. Update GIS to reflect City input.

2. Water Service Inventory
 - a. Locate and GPS survey water services not obtained in Phase I.
 - i. Coordination and assistance is needed from City Staff to complete this work.
 - ii. 375 curb boxes that were attempted but not located in Phase I.
 - b. Draw water service lines into GIS for water services not obtained in Phase I (375 services)
 - c. Rectify water service accounts with meters and curb stops in GIS with BS&A data.

3. Complete Distribution System Material Inventory (CDSMI)
 - a. Review and summarize results of the 340 randomized services identified in Phase I
 - i. Plummer's Environmental Services (PES) is completing exterior hydro-excavations. City will verify public and private water service materials.
 - ii. The City will complete interior home inspections for randomized services.
 - b. Populate CDSMI for services not investigated in the randomized verification process
 - i. Utilize randomized services for a statistical approach.
 - ii. Develop other methods of material population with City staff if statistical approach measures do not appear applicable.
 - c. Prepare and Submit EGLE CDSMI Deliverable.
 - i. The current EGLE due date is January 1st, 2025. It is our understanding that the EPA has changed this date to October 16th, 2024 and EGLE will need to minimally follow the Federal requirement.
 - ii. Coordinate with EGLE to determine required deliverables.

4. Fire Hydrant and Distribution Valves Condition Assessment
 - a. Review and summarize hydrant and valve inspections.
 - b. Create a Condition Assessment Matrix for hydrants and valves with Likelihood of Failure, Consequence of Failure and Risk Scores.
 - c. Develop and calculate a Likelihood of failure score for Fire Hydrants and Valves.
 - d. Develop GIS maps that show the likelihood of failure (LoF, consequence of failure (CoF) and Risk scores within the system.

City staff will perform field inspections of all Fire Hydrants and Valves. Spicer Group has provided City staff with digital inspection form which will capture the data and populate it in the City's GIS.

5. Water Reliability Plan Revisions / Updates (Part 12, PA 399)
 - a. Include basic planning data (current population, number of service connections, and determine equivalent residential units.

- b. Create a new hydraulic model, from Phase I GIS data, to evaluate sufficiency of water production and consumption for current conditions as well as for current conditions in the 5-year and 20-year time periods.
 - i. Determine current and projected average daily demand
 - ii. Determine current and projected maximum daily demand
 - iii. Determine current and projected maximum hourly demand
 - iv. Determine current and projected fire flow demand
 - v. Develop the basis of design for the demand projections
 - vi. Determine monthly and annual production totals for each source
 - vii. Determine annual usage totals for water supplied to other public water supplies?
 - c. Flow test specific fire hydrants in the water distribution system for hydraulic model.
 - i. Our proposal costs reflect the testing of twelve (12) hydrants in the system.
 - d. Synchronize GIS and hydraulic model.
 - e. Develop a water-shortage response plan for emergencies
 - f. Determine firm capacity from an approved groundwater supply where firm capacity equals the flow with the largest producing well out of service.
 - g. Review the system to determine the means to provide a continuous supply of finished water to the entire distribution system during periods when the normal power service is interrupted.
 - h. Update GIS to include layers for hydraulic modeling results.
 - i. Summarize and submit study to EGLE on the City's behalf.
6. Water General Plan Revisions / Updates (Part 16, PA 399)
 - a. Provide the general layout of the waterworks system including treatment systems, the distribution system, and the locations of valves, hydrants, storage tanks, pumps, wells, and pumping facilities.
 - i. Based on the information compiled in Phase I of this project, an overall system map will be provided in hard copy format along with an 11"x17" system index map booklet to allow a more detailed view of the system and its components.
 - b. Summarize and submit to EGLE on the City's behalf
7. GIS Training
 - a. Provide City staff with training sessions on both in office and field uses of the ArcGIS platform. Assumes four (4) meetings with two (2) hours per meeting.
8. Quality Assurance
 - a. Spicer internal quality control for the project to ensure tasks are being completed to State and company standards.

Work by the City

Material verification for the randomized water service inspections. This includes exterior verification of the water service materials PES is currently hydro-excavating and performing all interior inspections.

Field inspection of valves and fire hydrants in the system.

Assist Spicer with fire hydrant flow testing in the field and monitoring plant during testing operations.

Additional Services

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

Subconsultants

We do not anticipate subcontracting any portion of Phase II work.

Fee Schedule

Our proposed fee schedule follows. We will submit monthly invoices to you for our professional services, any additional authorized services, and any reimbursable expenses.

Phase II (2023)

1. Water Distribution System Inventory:
 - Standard hourly rates with the total amount not to exceed \$7,100
2. Water Service Inventory:
 - Standard hourly rates with the total amount not to exceed \$8,300
3. Complete Distribution System Material Inventory (CDSMI)
 - Standard hourly rates with the total amount not to exceed \$17,300
4. Fire Hydrant and Distribution Valves Condition Assessment:
 - Standard hourly rates with the total amount not to exceed \$11,600
5. Water Reliability Plan Revisions / Updates (Part 12, PA 399):
 - Standard hourly rates with the total amount not to exceed \$43,300
6. Water General Plan Revisions / Updates (Part 16, PA 399):
 - Standard hourly rates with the total amount not to exceed \$2,700
7. GIS Training:
 - Standard hourly rates with the total amount not to exceed \$2,300
8. Quality Assurance:
 - Standard hourly rates with the total amount not to exceed \$5,300

Total: \$97,900

We have calculated these fees based on our understanding of what you want us to do and what you have told us.

Attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to by both of us.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us. Upon receipt, we will start the project promptly.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



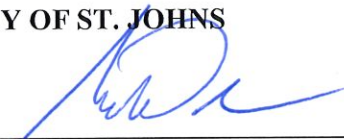
Phil Westmoreland, P.E.
Principal



John W. Bradley,
Project Manager
SPICER GROUP, INC.
1400 Zeeb Drive
St. Johns, MI 48879
Cell: (517) 719-5503
E-mail: johnbradley@spicergroup.com

Above proposal accepted and approved
by Owner.

CITY OF ST. JOHNS

By: 
Authorized Signature

Date: 11/25/24

cc: SGI File 135318SG2023
Accounting

St. John's Water AMP - Phase II

		Sr. Project Mgr. II		Project Manager II		Project Manager IV		Project Manager II		Project Engineer I		Design Engineer I		Project Assistant I		Total Budget (Hours)	Total SGI Budget (\$)	Sub-Consultants		Total Cost (\$)
		P. Westmoreland		D. Vallier		B. House		J. Bradley		K. Osenbaugh		E. Schulte		TBD				TBD		
		2024 Rate =	\$ 250.00	2024 Rate =	\$ 205.00	2024 Rate =	\$ 226.00	2024 Rate =	\$ 205.00	2024 Rate =	\$ 167.00	2024 Rate =	\$143.00	2024 Rate =	\$ 105.00			Rate =		
		Hours	(\$)	Hours	(\$)	Hours	(\$)	Hours	(\$)	Hours	(\$)	Hours	(\$)	Hours	(\$)			Lump	Sum	
PHASE II (FY 2023)																				
	Task 1 - Water Distribution System Inventory	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	50	\$7,150	0	\$0	50	\$7,150	\$0	\$7,150	
A	Review GIS network with City Staff for Accuracy (10 meetings @ 2hr / meeting)		\$0		\$0		\$0		\$0		\$0	20	\$2,860		\$0	20	\$2,860	\$0	\$2,860	
B	Update / Revise GIS to reflect City Staff Input		\$0		\$0		\$0		\$0		\$0	30	\$4,290		\$0	30	\$4,290	\$0	\$4,290	
	Task 2 - Water Services Inventory	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	58	\$8,294	0	\$0	58	\$8,294	\$0	\$8,294	
A	GPS Locacte 375 Curb Boxes not obtained during Phase I		\$0		\$0		\$0		\$0		\$0	8	\$1,144		\$0	8	\$1,144	\$0	\$1,144	
B	Draw water service lines in GIS (375 Services)		\$0		\$0		\$0		\$0		\$0	30	\$4,290		\$0	30	\$4,290	\$0	\$4,290	
C	Rectify GIS water meters & curb boxes with BS&A Data		\$0		\$0		\$0		\$0		\$0	20	\$2,860		\$0	20	\$2,860	\$0	\$2,860	
	Task 3- Complete Distribution System Material Inventory (CDSMI)	0	\$0	0	\$0	0	\$0	38	\$7,790	0	\$0	66	\$9,438	0	\$0	104	\$17,228	\$0	\$17,228	
A	Review and Summaize 340 Randomized Inspections from Phase I		\$0		\$0		\$0	10	\$2,050		\$0	10	\$1,430		\$0	20	\$3,480	\$0	\$3,480	
B	Develop Methodology & Populate CDSMI for services not part of Randomized Verification		\$0		\$0		\$0	20	\$4,100		\$0	40	\$5,720		\$0	60	\$9,820	\$0	\$9,820	
C	Prepare and Submit EGLE CDSMI Deliverable(s)		\$0		\$0		\$0	8	\$1,640		\$0	16	\$2,288		\$0	24	\$3,928	\$0	\$3,928	
	Task 4 - Fire Hydrant and Distribution Valves Condition Assessment	0	\$0	0	\$0	0	\$0	12	\$2,460	0	\$0	64	\$9,152	0	\$0	76	\$11,612	\$0	\$11,612	
A	Review and Summaize hudrant and valve inspections		\$0		\$0		\$0	4	\$820		\$0	16	\$2,288		\$0	20	\$3,108	\$0	\$3,108	
B	Create Condition Assessment Matrix (Lof, Cof, Risk) scores		\$0		\$0		\$0	4	\$820		\$0	16	\$2,288		\$0	20	\$3,108	\$0	\$3,108	
C	Develop and Calculate Lof, Cof, and Risk for Hydrants and Valves		\$0		\$0		\$0	2	\$410		\$0	24	\$3,432		\$0	26	\$3,842	\$0	\$3,842	
D	Develop GIS maps that show Lof, Cof, Risk scores within the system		\$0		\$0		\$0	2	\$410		\$0	8	\$1,144		\$0	10	\$1,554	\$0	\$1,554	
	Task 7 - Water Relability Plan Revisions / Updates (Part 12, PA 399)	0	\$0	0	\$0	46	\$10,396	4	\$820	192	\$32,064	0	\$0	0	\$0	242	\$43,280	\$0	\$43,280	
A	Include basic planning data (population, services, ERUs)		\$0		\$0	8	\$1,808		\$0	16	\$2,672		\$0		\$0	24	\$4,480	\$0	\$4,480	
B	Create Hydraulic Model for current condtions, and future condtions (5yr, 20yr)		\$0		\$0	8	\$1,808		\$0	60	\$10,020		\$0		\$0	68	\$11,828	\$0	\$11,828	
C	Hydrant Flow Testing		\$0		\$0	16	\$3,616		\$0	4	\$668		\$0		\$0	20	\$4,284	\$0	\$4,284	
D	GIS and Model Synchronization		\$0		\$0		\$0		\$0	60	\$10,020		\$0		\$0	60	\$10,020	\$0	\$10,020	
E	Develop a water-shortage response plan for emergencies		\$0		\$0	2	\$452		\$0	8	\$1,336		\$0		\$0	10	\$1,788	\$0	\$1,788	
F	Determine firm capacity of system from an approved groundwater supply		\$0		\$0	2	\$452		\$0	8	\$1,336		\$0		\$0	10	\$1,788	\$0	\$1,788	
G	Review system to determine continous supply of finished water when power is interrupted		\$0		\$0	2	\$452		\$0	4	\$668		\$0		\$0	6	\$1,120	\$0	\$1,120	
H	Update GIS to include hydraulic modeling results (pressure countours)		\$0		\$0	4	\$904	2	\$410	16	\$2,672		\$0		\$0	22	\$3,986	\$0	\$3,986	
I	Summarize and submit study to EGLE on City's behalf		\$0		\$0	4	\$904	2	\$410	16	\$2,672		\$0		\$0	22	\$3,986	\$0	\$3,986	
	Task 6 - Water General Plan Revisions / Updates (Part 16, PA 399)	0	\$0	0	\$0	3	\$678	3	\$615	0	\$0	10	\$1,430	0	\$0	16	\$2,723	\$0	\$2,723	
A	Provide general layout of waterworks system. System may and map booklet		\$0		\$0	2	\$452	2	\$410		\$0	8	\$1,144		\$0	12	\$2,006	\$0	\$2,006	
B	Summarize and submit study to EGLE on City's behalf		\$0		\$0	1	\$226	1	\$205		\$0	2	\$286		\$0	4	\$717	\$0	\$717	
	Task 7 - GIS Training	0	\$0	0	\$0	\$0	\$0	0	\$0	0	\$0	16	\$2,288	0	\$0	16	\$2,288	\$0	\$2,288	
A	Provide City with training sessions on both in office and field uses of ArcGIS		\$0		\$0		\$0		\$0		\$0	16	\$2,288		\$0	16	\$2,288	\$0	\$2,288	
	Task 8 - Quality Assurance	8	\$2,000	16	\$3,280	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$5,280	\$0	\$5,280	
A	Quality Assurance	8	\$2,000	16	\$3,280		\$0		\$0		\$0		\$0		\$0	24	\$5,280	\$0	\$5,280	
	TOTAL:	4	\$2,000	16	\$3,280	49	\$11,074	57	\$11,685	192	\$32,064	264	\$37,752	0	\$0	586	\$97,855	\$0	\$97,855	



AGENDA

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
September 23, 2024

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Consideration of Donation of Depot Rail Cars to the City from the Clinton County Arts Council.</i>	[x] <i>Meeting Minutes from August 27, 2024</i> [] []	[N/A]
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The Depot area is one of the City’s gems. The overall experience for residents and visitors alike is an important facet to the image of our City. The four rail cars at the depot site are an important part of this experience and environment. The Clinton County Arts Council (CCAC) are the current owners of the rail cars as well as all the historical items that are in the railroad museum inside of the depot (museum room). Over the past 10+/- years the City has had to perform over a dozen emergency repairs to the rail cars due to vandalism and general deterioration.

The City recently reviewed the condition of the rail cars and found them to be in a state of rapid deterioration and becoming unsafe structures. The Museum Room has also been locked for many months and CCAC’s lease agreement for the museum room has long since expired. A meeting was convened between several members of the CCAC to discuss the master plan for the rail cars and the museum room. The minutes of this meeting are attached.

In summary, the CCAC has many projects and foci. The group indicated that it would be a challenge to lead the management and repair of the rail cars and the staffing of the museum room. It was generally agreed that it would be in the best interest of the CCAC for the organization to donate the rail cars to the City as well as any remaining funds dedicated to the maintenance of the cars. Additional points of this agreement are detailed in the meeting minutes.

This RCA is seeking discussion amongst the Commission to determine if there is consensus on this proposal. If consensus is achieved then the City Administration would draft the necessary agreements and work to sell 1-2 rail cars.

BACKGROUND/DISCUSSION: The rail cars were donated/purchased/renovated by the CCAC over a decade ago. The cars have not been maintained as they are required to do so. There have been unsuccessful attempts to encourage the CCAC to renovate the rail cars and to clear out the museum room. The museum room can be cleared out and several of the items with historical significance can be placed in cabinets and placed on display in the Depot. In turn the museum room can be re-activated and become part of the rented space of the Depot.

STRATEGIC PLAN OBJECTIVE: Land Use and Development: GOAL: #2: CREATE A VIBRANT DOWNTOWN WITH DIVERSE BUSINESSES. Public Facilities - GOAL #1: CONTINUE TO OFFER HIGH QUALITY SERVICES AND FACILITIES FOR RESIDENTS.

FISCAL IMPACT: The overall impacts to the City are twofold. One is the liability of the rail cars as they are in a state of severe deterioration, and something must be done in the next 6 months to make safe these assets. Secondly, if the City takes ownership it will have to work with the CCAC and other agencies to find grants to invest and repair the remaining rail cars on site. The CCAC does have approximately \$14,000 that would be turned over to the City in keeping with the current proposal.

RECOMMENDATION: Noting the state of deterioration, lack of throughput of the CCAC, and the visibility of the Depot area, it is the recommendation of the Administration for the City to take ownership of the rail cars and quickly work to remove/remediate/preserve the assets on site to improve the Depot Environment and activate more space in the main Depot building.

Depot Rail Car and Museum Discussion Summary of August 27, 2024

A meeting was held between the following individuals:

City of St. Johns

Chad A. Gamble, P.E., City Manager

Kristina Kinde, Deputy City Manager | City Treasurer

Clinton County Arts Council (CCAC)

Courtney McCampbell

Ruth Reynolds

Bill Tennant

Jina Gunther

Downtown Development Authority

Heather Hanover

Below is the agenda and a brief summary of the conversation that was had during that particular agenda item:

1. Introduction of Meeting Attendees (Attendees of the meeting introduced themselves and their connection to the rail cars (RC) and depot model train display/museum room (MR))
2. Review of Condition of Rail Cars and Depot Room Storage/Museum (While in the City's conference room, pictures were displayed showing the current deteriorated conditions of the RC and the lack of use and general storage area that the MR has turned into)
3. Discussion of Importance of Presentation of Rail Cars and Opportunity to Activate Storage/Museum Room in Depot (All attendees recognized the importance of the history of the Grand Trunk Railroad that used to serve the City and the need to keep a historic component of the past in and or around the Depot. There was consensus also that it would be very hard to keep the MR as it stands now and could be turned into a supportive room for the overall rental of the Depot itself. The City Manager indicated that it would be nice to take some of the items from the main depot area, as well as the MR and find a way to professionally display these in cases interspersed around the room to show all who attend the history of the building and the overall history.)
4. Clinton County Arts Council Comments and objectives (It was generally discussed that the active members of the CCAC were dwindling and they have quite a few projects that are on the event horizon. Having so many projects may spread the group thin and that the maintenance and upkeep of the rail cars and model train area was a large undertaking. It was also discussed that there are currently funds in deposit with the CCAC to the tune of about \$13,000 that could be used as seed money for a possible grant and or added to other funds to rehab a couple of cars. It was discussed that there is an increased interest in the rail cars and that it would be ok with the CCAC to keep a couple of the cars and sell the other two in order to provide funds to ensure that the rail cars that remain can be well maintained.)

5. City Comments and Objectives
 - a. Activation of Museum Room (The City Manager indicated that the City would like to activate the MR and that the City would like to keep some of the historical items and display them throughout the Depot and even consider having a train perhaps suspended in the depot or along the perimeter of the facility. However, the bulk of the items will need to be removed. The CCAC expressed concern over many of the objects donated were to be displayed and or for a museum. It was agreed that there needed to be concerted effort to see if the original donors would like the objects back and if not to try to find a prudent home for them. The City expressed their willingness to work with the CCAC during this process. The City also indicated that this process had been tried several years ago and the items are in need of eventually being removed if no home is found for them)
 - b. Re-imagining of presentation of historical items through the Depot and Museum Room (The City reiterated their desire to possibly work with the historical society and or other organization, along with the CCAC to designate items that would be a priority to display in various small cabinets in the Depot.)
 - c. Possible Sale and/or Repair of Rail Cars (Several people indicated there is great interest in purchasing the rail cars. There was also a recognition that there was not a core group of people nor the funds to maintain the rail cars in the way they needed to be. There was consensus that the number of cars at the depot should be reduced and the money of the sale of these cars should be used with the existing funds to perform rehabilitation of the remaining cars. The CCAC recognized that they did not have the throughput to be able to perform such a large undertaking)
6. Discussion of Agreement/Solution for Rail Cars (The City indicated that noting the liability concerns, insurance, visibility, and overall importance of the cars and the Depot property itself that it would be willing to take over the maintenance of the cars. The CCAC indicated that this would be a good solution and would be willing to donate the remaining funds to the City and or remain a partner if a grant opportunity came around that would be advantageous to the team. It was also agreed that the CCAC money would be given to the City and then the City would leverage these funds for grant purposes and or add additional funding to maintain the cars. All members indicated that time is of the essence as the cars are deteriorating at a very fast rate.)
7. Next steps (It was agreed that the City Manager would distribute a summary of the meeting conversation and then present the output of this opportunity at the September Commission meeting)
8. Next Meeting? (If the City Commission supports the transfer of ownership of the rail cars at their September 23, 2024 meeting, then a series of meetings are needed to determine which cars would be saved and which ones would be sold. Then the City would work diligently to effectuate the plan developed.)

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
September 23, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Prevail Solar OPRA and Contribution Agreement</i>	<input checked="" type="checkbox"/> <i>OPRA Application – Form 3674</i> <input checked="" type="checkbox"/> <i>OPRA Application – City App</i> <input checked="" type="checkbox"/> <i>OPRA Application Criteria Calculation</i> <input checked="" type="checkbox"/> <i>Contribution Agreement</i> <input checked="" type="checkbox"/> <i>OPRA Tax Impacts</i>	 [N/A] [N/A] [N/A] [N/A] [N/A]
Prepared by: Kristina Kinde, Treasurer Deputy City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: In November 2020, the City Commission approved the creation of an Obsolete Property Rehabilitation District (OPRA) for 511 N. Mead. On September 16, 2024, Prevail Solar submitted an OPRA application for this parcel. After reviewing the application and applying the City’s criteria calculation, staff has evaluated the calculated length of the OPRA.

While the calculation typically supports a 10-year OPRA, City staff recommends extending it to 12 years. This increase considers the significant number of jobs the project will create, in addition to the planned property improvements as well as the consideration of the supplemental contribution agreement.

Since the City has received an application, a public hearing will need to be set to approve or deny the application.

During discussions about an OPRA for 511 N. Mead, one concern raised was the potential loss of tax revenue for the Downtown Development Authority (DDA). After consulting with Prevail Solar, they agreed to make an annual contribution to support initiatives in the Downtown District. The OPRA Tax Impacts attachment details both the financial impact of the OPRA on DDA tax capture and the agreed-upon annual contributions from Prevail Solar. While Foster Swift is still drafting the formal agreement, it will be presented to the City Commission once completed.

BACKGROUND/DISCUSSION: The City Commission approved the establishment of the OPRA district in November 2020 as a means to encourage the rehabilitation of obsolete properties, stimulating development and economic growth. Prevail Solar has now applied for the OPRA incentive for 511 N. Mead. In addition to the application there are other necessary documents such as the City’s analysis and calculations, and a draft resolution to approve the OPRA. The City’s strategic approach is to recommend an initial OPRA for 2 years, which will be extended to a total of 12 years, after stated improvements to the property are completed in compliance with the outlined OPRA criteria.

STRATEGIC PLAN OBJECTIVE: This project aligns with the City’s Master Plan Goals and Objectives specific to Land Use – Development and Redevelopment

GOAL #1: ACCOMMODATE A DIVERSE, STRONG COMMERCIAL AND OFFICE BASE THAT SERVES THE NEEDS OF RESIDENTS AND BUSINESSES WITHIN THE COMMUNITY

GOAL #2: CREATE A VIBRANT DOWNTOWN WITH DIVERSE BUSINESSES

GOAL #3: ENCOURAGE ECONOMIC DIVERSITY AND JOB CREATION THAT WILL LEVERAGE ST. JOHNS' GEOGRAPHIC AND CULTURAL ASSETS.

GOAL #4: PROVIDE ECONOMIC OPPORTUNITIES IN DEVELOPMENT AND REDEVELOPMENT AREAS.

GOAL #5: REDEVELOP THE FEDERAL MOGUL/FC MASON BUILDING

FISCAL IMPACT: The City has created a financial projection model (OPRA Tax Impacts) based on an estimated property improvement value of \$2.5 million, with an annual inflationary increase of 3% factored in. The attached spreadsheet provides a detailed analysis of the expected tax revenue impact, and agreed to additional contributions, over the course of the OPRA period.

RECOMMENDATION: City staff recommends that the Commission set a public hearing for the OPRA Application at 511 N. Mead.

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) Prevail Solar Inc.		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 511 N Mead st., St Johns, MI 48879		
Location of obsolete facility (Number and Street, City, State, ZIP Code) 511 N Mead st., St Johns, MI 48879		
City, Township, Village (indicate which) St Johns	County Clinton county	
Date of Commencement of Rehabilitation (mm/dd/yyyy) 10/31/2024	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 02/28/2025	School District where facility is located (include school code) St Johns Public School (S
Estimated Cost of Rehabilitation \$2,570,000.00	Number of years exemption requested 12	
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. 184		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents) Shuqing ZHAO	Telephone Number (517) 719-2731	Fax Number
Mailing Address 511 N Mead st., St Johns, MI 48879	E-mail Address mike@prevail-solar.com	
Signature of Company Officer (no authorized agents) <i>Shuqing ZHAO</i>	Title President	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature <i>Mindy J. [Signature]</i>	Date Application Received 09/16/2024
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FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code

LOCAL GOVERNMENT ACTION		
This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.		
PART 1: ACTION TAKEN		
Action Date		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) <input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code
PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)		
<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(f) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>	
PART 3: ASSESSOR RECOMMENDATIONS		
Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)		
Building Taxable Value	Building State Equalized Value	
\$ 819,500	\$ 819,500	
Name of Government Unit	Date of Action Application	Date of Statement of Obsolescence
City of St. Johns		9/17/2024
PART 4: CLERK CERTIFICATION		
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.		
Name of Clerk	Telephone Number	
Clerk Mailing Address		
Mailing Address		
Telephone Number	Fax Number	E-mail Address
Clerk Signature	Date	

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

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

Statement of Obsolescence from Assessor 511 N. Mead (the Property)

September 17, 2024

Historical records indicate the Property was developed in 1982 with an addition (containment addition) and renovations made to the building in 2003. Assessing records and a field inspection indicate the total building area is 265,000 sf. Office area 10,000 sf. Land/parcel area is 10.88 acres that includes two parking lots. One parking lot is next to the building and the second is located across the street. Total parking spaces estimated to be 100. The current power level is 1000 amps of 1260/480 volts. There is a heat and sprinkler system. The heat system is GFA (gas-fired forced air). The property is zoned 351 Industrial.

Currently the whole concept of the building supports light car manufacturing. The current owner is interested in changing the building to support machinery that assembles solar panels. Electrical upgrades will be necessary for those machines to be used. The flooring for the manufacturing area may need repairs such as a sealer treatment. The office spaces and staff bathrooms need renovation. The windows are outdated, inefficient and unsecure. The roof needs to be updated. Security of the building will need to be upgraded as well.

In the opinion of the assessor, The Property has been determined to be “functionally obsolete”

A handwritten signature in black ink that reads "Brianna Hardaker". The signature is written in a cursive, flowing style.

Brianna Hardaker
City of St. Johns Assessor



City of St. Johns

Obsolete Property Rehabilitation Act (OPRA) (PA 146)

Application Process

TAX EXEMPTION GUIDELINES:

In order to obtain the exemption provided by PA 146 of 2000, there are 4 steps which must be followed:

- A. A qualified local governmental unit must establish an Obsolete Property Rehabilitation District.
- B. The owner of obsolete property must file an application for exemption with the clerk of the qualified local governmental unit.
- C. The qualified local governmental unit must approve the application.
- D. The State Tax Commission must also approve the application and issue the exemption certificate.

A Establishment of a Rehabilitation District.

The legislative body of a qualified local unit may establish a one or more obsolete Property Rehabilitation Districts on its own initiative or upon a written request filed by the owner or owners of property comprising at least 50 % of all the taxable value of the property located within a proposed Obsolete Property Rehabilitation District. This must be done by resolution. A district may consist of one or more parcels or tracts of land or a portion of a parcel or tract of land PROVIDED THAT the parcel or tract is EITHER of the following:

- Obsolete property in an area characterized by obsolete commercial property or commercial housing property. (See addendum for definitions of obsolete property and commercial housing property).
- Obsolete property that is commercial property and that was owned by the local governmental unit on June 6, 2000 and was later conveyed to a private owner.

B Owner Files an Application for Exemption

Once an Obsolete Property Rehabilitation District is established, the owner of obsolete property may file an application of an Obsolete Property Rehabilitation Exemption Certificate with the clerk of the qualified local governmental unit. (See addendum for definitions of obsolete property and commercial housing property). The law requires that the application shall be filed on the form prescribed by the State Tax Commission.

Notification by Clerk

Upon receipt of an application for an Obsolete Property Rehabilitation Exemption Certificate, the Clerk of the local unit shall notify, in writing, the assessor and the legislative body of each taxing unit that levies ad valorem property taxes in the local unit in which the obsolete facility is located.

C **Qualified Local Governmental Unit Approves or Disapproves Application**

Approval or Disapproval

The legislative body of the local unit, not more than 60 days after receipt of the application by the clerk, shall **by resolution** either approve or disapprove the application for an Obsolete Property Rehabilitation Exemption Certificate.

The legislative body of the local unit shall not approve an application for an Obsolete Property Exemption Certificate unless the applicant complies with ALL of the following requirements:

- 1) The commencement of the rehabilitation of the facility does not occur before the establishment of the Obsolete Property Rehabilitation District.
- 2) The application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of the act and that shall be situated within an Obsolete Property Rehabilitation District established in the local unit eligible under the act to establish such a district.
- 3) Completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to accomplish one or more of the following: increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated.
- 4) The applicant states, in writing, that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.
- 5) The applicant is not delinquent in the payment of any taxes related to the facility.
- 6) The applicant's facility requesting the OPRA is to receive a base line evaluation within 10 business days, if practicable.

The clerk shall retain the original of the application and resolution. If APPROVED, the clerk shall forward a copy of the application and resolution to the State Tax commission. A resolution is not effective unless approved by the State Tax Commission. If DISAPPROVED by the local unit, the reasons shall be set forth in writing in the resolution, and the clerk shall send a copy of the resolution by certified mail to the applicant and to the assessor.

There is NO provision in PA 146 of 2000 for an appeal to the State Tax commission when a local unit disapproved an application.

Length of Certificate

An Obsolete Property Rehabilitation Exemption Certificate shall remain in force and effect for a period to be determined by the legislative body of the local unit. The certificate may be issued for a period of at least 1 year, BUT NOT TO EXCEED 12 YEARS. The 12-year period may include the time during which the rehabilitation occurs.

The legislative body will use the following criteria related to the completed rehabilitation project to assist in its determination of the length of the certificate to be issued.

1	Number of FULL TIME jobs to be retained	1 & up	5	points
	Number of FULL TIME jobs created	1 - 3	10	points
		4 - 10	15	points
		11 - 20	20	points
		21 & up	25	points
	Number of PART TIME jobs (15 - 30 hrs per week) to be retained	1 & up	3	points
	Number of PART TIME jobs (15 - 30 hrs per week) created	1 - 3	5	points
		4 - 10	8	points
		11 - 20	10	points
		21 & up	13	points
	Number of new apartment OCCUPANTS	1 - 4	10	points
		5 - 10	15	points
		11 - 20	20	points
		21 & up	25	points
2	Electrical system brought up to current National Electrical Code		5	points
3	Rehabilitated portion of building brought up to State of Michigan structural code		5	points
4	Installation of an automatic fire sprinkler system in all of the rehabilitated areas, where required		10	points
5	Installation of a roof drainage system		10	points
6	Installation of a fire and carbon monoxide detection system throughout the building		5	points
7	Finished projects fully comply with applicable handicapped access laws without waiver or exception		10	points
8	Exterior restoration which substantially enhances the building facade		10	points
9	Interior restoration which recreates the original building interior		10	points
10	Project will rehabilitate more than one floor of building.		10	points

Terms of Exemption

All applications which meet the definition of functionally obsolete as defined by Act 146 of 2000 will receive a recommendation for a minimum standard exemption of 2 years. Additional years (up to a total of 12 years) may be added to the certificate at the discretion of the legislative body. It is recommended that for every 10 points determined above, the applicant will receive an additional year. However, those years may be granted upon completion of the criteria listed above in the allotted timeframe.

D State Tax Commission Approves or Disapproves Application

Not more than 60 days after receipt of a copy of the application and resolution adopted by the local unit, the State Tax Commission shall approve or disapprove the resolution.

If the application is not fully completed, it will be returned by the Property Tax Division prior to any processing being done by the State Tax Commission.

Following approval of the application by the local unit and the State Tax Commission, the Commission shall issue the applicant an Obsolete Property Rehabilitation Exemption Certificate which contains certain information required by section 6 (2) of PA 146 of 2000.

Obsolete Property Rehabilitation Act Exemption Questionnaire

City of St. Johns

Addendum to Application for Obsolete Property Rehabilitation Certificate

Applicant Name: Prevail Solar Inc.

Address of Facility: 511 N Mead st., St Johns, MI 48879

Rehabilitation District: 511 N Mead st., St Johns, MI 48879

A. General description of existing facility: Year Built 1946 No. of Stories 1

Square Footage 265000 Original Use Manufacturer

Most Recent Use Manufacturer

B. Length of time the facility has been vacant or under-utilized: 4 years

C. Number of jobs to be retained: Part time 0 Full time 0

D. Number of jobs to be created: Part time 0 Full time 184

E. Number of new apartment bedrooms: N.A

F. General description of proposed use: _____

Manufacturing Solar Panel, Solar cell, Solar panel assembly

G. Description of general nature & extent of rehabilitation to be undertaken (include items such as Electrical, Structural, Fire prevention/detection/supression, roof drainage, etc):

\$2,570,000 in total. Parking facilities \$300,000 Electric Service Lines \$200,000

Sewer Lines/Mains \$150,000 Roof \$1,500,000 Baseline env. assessment activities \$10,000

Environmental site assessment work \$10,000 Remedial action work \$400,000

H. Descriptive list of fixed building equipment that will be part of the rehabilitated

facility: See Translated Equipment Contracts

attached, total value at \$ 18,500,000

I. Time schedule for undertaking & completing rehabilitation of facility: _____

From Late October 2024 to Late February 2025

J. Description of restoration to both the façade and interior of the building, including to what extent the building will renovate or create original building facade and

interior: \$2,570,000 in total. Parking facilities \$300,000 Electric Service Lines \$200,000

Sewer Lines/Mains \$150,000 Roof \$1,500,000 Baseline env. assessment activities \$10,000

Environmental site assessment work \$10,000 Remedial action work \$400,000

K. Statement of economic advantages expected from exemption: _____

This project will revitalized the site of the previous largest employer in th City, and it aims to create184 full time jobs

for city residents as well as residents from the surrounding area. It also gears toward the clean energy initiative.

L. Any other factors the legislative body should be aware of related to rehabilitation: __

<https://www.michigan.gov/whitmer/news/press-releases/2024/04/22/whitmer-announces-156-million-from-biden-administration-to-cut-the-cost-of-solar-for-thousands>

<https://www.michigan.gov/whitmer/news/press-releases/2024/07/08/gov-whitmer-signs-bipartisan-bills-honoring-blue-star-mothers-protecting-fair-and-free-elections>

**City of St. Johns
OPRA Application Evaluation**

**Applicants
Points**

1 Number of FULL TIME jobs to be retained	1 & up	5 points	<u>0</u>
Number of FULL TIME jobs created	1 - 3	10 points	<u>25</u>
	4 - 10	15 points	
	11 - 20	20 points	
	21 & up	25 points	
Number of PART TIME jobs (15 - 30 hrs per week) to be retained	1 & up	3 points	<u>0</u>
Number of PART TIME jobs (15 - 30 hrs per week) created	1 - 3	5 points	<u>0</u>
	4 - 10	8 points	
	11 - 20	10 points	
	21 & up	13 points	
Number of new apartment OCCUPANTS	1 - 4	10 points	<u>0</u>
	5 - 10	15 points	
	11 - 20	20 points	
	21 & up	25 points	
2 Electrical system brought up to current National Electrical Code		5 points	<u>5</u>
3 Rehabilitated portion of building brought up to State of Michigan structural code		5 points	<u>5</u>
4 Installation of an automatic fire sprinkler system in all of the rehabilitated areas, where required		10 points	<u>10</u>
5 Installation of a roof drainage system		10 points	<u>10</u>
6 Installation of a fire and carbon monoxide detection system throughout the building		5 points	<u>5</u>
7 Finished projects fully comply with applicable handicapped access laws without waiver or exception		10 points	<u>10</u>
8 Exterior restoration which substantially enhances the building facade		10 points	<u>10</u>
9 Interior restoration which recreates the original building interior		10 points	<u>10</u>
10 Project will rehabilitate more than one floor of building.		10 points	<u>10</u>
Applicants Total Points Received			<u><u>100</u></u>
Estimated potential years			10

511 N. Mead
Tax Analysis

2.5 Million in
improvements

	Actual 2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029	Estimated 2030	Estimated 2031	Estimated 2032	Estimated 2033	Estimated 2034	Estimated 2035	Estimated 2036	Total
TAXABLE VALUE	819,500	2,069,500	2,131,585	2,195,533	2,261,399	2,329,240	2,399,118	2,471,091	2,545,224	2,621,581	2,700,228	2,781,235	2,864,672	
3% estimated inflation per year														
MILLAGE RATES														
City Oper.	9.78180	8,016.19	20,243.44	20,850.74	21,476.26	22,120.55	22,784.16	23,467.69	24,171.72	24,896.87	25,643.78	26,413.09	27,205.48	28,021.65
Act 359	0.17400	142.59	360.09	370.90	382.02	393.48	405.29	417.45	429.97	442.87	456.16	469.84	483.93	498.45
City Garbage	1.10000	901.45	2,276.45	2,344.74	2,415.09	2,487.54	2,562.16	2,639.03	2,718.20	2,799.75	2,883.74	2,970.25	3,059.36	3,151.14
Clinton Co Oper.	5.78660	4,742.12	11,975.37	12,334.63	12,704.67	13,085.81	13,478.38	13,882.73	14,299.22	14,728.19	15,170.04	15,625.14	16,093.89	16,576.71
SET	6.00000	4,917.00	12,417.00	12,789.51	13,173.20	13,568.39	13,975.44	14,394.71	14,826.55	15,271.34	15,729.48	16,201.37	16,687.41	17,188.03
Street Improvement	2.99130	2,451.37	6,190.50	6,376.21	6,567.50	6,764.52	6,967.46	7,176.48	7,391.78	7,613.53	7,841.93	8,077.19	8,319.51	8,569.09
E-911	0.83840	687.07	1,735.07	1,787.12	1,840.73	1,895.96	1,952.84	2,011.42	2,071.76	2,133.92	2,197.93	2,263.87	2,331.79	2,401.74
Clinton Transit	0.69240	567.42	1,432.92	1,475.91	1,520.19	1,565.79	1,612.77	1,661.15	1,710.98	1,762.31	1,815.18	1,869.64	1,925.73	1,983.50
Briggs Library	0.74010	606.51	1,531.64	1,577.59	1,624.91	1,673.66	1,723.87	1,775.59	1,828.85	1,883.72	1,940.23	1,998.44	2,058.39	2,120.14
School Debt	7.00000	5,736.50	14,486.50	14,921.10	15,368.73	15,829.79	16,304.68	16,793.82	17,297.64	17,816.57	18,351.06	18,901.60	19,468.64	20,052.70
School Oper.	18.00000	14,751.00	37,251.00	38,368.53	39,519.59	40,705.17	41,926.33	43,184.12	44,479.64	45,814.03	47,188.45	48,604.11	50,062.23	51,564.10
RESA Alloc	0.20000	163.90	413.90	426.32	439.11	452.28	465.85	479.82	494.22	509.04	524.32	540.05	556.25	572.93
RESA Spec	2.57330	2,108.82	5,325.44	5,485.21	5,649.76	5,819.26	5,993.83	6,173.65	6,358.86	6,549.62	6,746.11	6,948.50	7,156.95	7,371.66
RESA Voc Ed	0.98040	803.44	2,028.94	2,089.81	2,152.50	2,217.08	2,283.59	2,352.09	2,422.66	2,495.34	2,570.20	2,647.30	2,726.72	2,808.52
Total Estimated Taxes	46,595.38	117,668.25	121,198.30	124,834.25	128,579.28	132,436.65	136,409.75	140,502.05	144,717.11	149,058.62	153,530.38	158,136.29	162,880.38	1,669,951.31
Estimated Taxes With OPRA		73,498.88	74,305.98	75,137.30	75,993.56	76,875.50	77,783.91	78,719.56	79,683.29	80,675.93	81,698.34	82,751.43	83,836.11	940,959.79
Tax Savings after OPRA		44,169.38	46,892.32	49,696.95	52,585.72	55,561.15	58,625.85	61,782.48	65,033.82	68,382.70	71,832.04	75,384.86	79,044.27	728,991.52
														508,991.52 Estimate Total Tax Savings
DDA CAPTURE														
Base Value 285,646														
OPRA year		1	2	3	4	5	6	7	8	9	10	11	12	
DDA Capture without OPRA	8,311.25	27,771.75	28,738.32	29,733.88	30,759.31	31,815.50	32,903.37	34,023.89	35,178.01	36,366.77	37,591.18	38,852.33	40,151.31	403,885.60
DDA Capture with OPRA		8,311.25	8,311.25	8,311.25	8,311.25	8,311.25	8,311.25	8,311.25	8,311.25	8,311.25	8,311.25	8,311.25	8,311.25	99,735.03
Lost DDA Capture with OPRA		19,460.50	20,427.06	21,422.63	22,448.05	23,504.24	24,592.12	25,712.63	26,866.76	28,055.51	29,279.93	30,541.07	31,840.06	304,150.57
Prevail Solar Proposal #2 & Accepted OPRA Schedule to present to Commission		5,000.00	5,000.00	10,000.00	15,000.00	15,000.00	20,000.00	20,000.00	20,000.00	25,000.00	25,000.00	30,000.00	30,000.00	220,000.00

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
September 23, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Sole Source Requests for Design Services for City Office Renovations</i>	[] <i>none</i> [] []	[N/A]
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: In this year’s fiscal year budget there are funds appropriated for the renovation of the City office space in the County Courthouse Building. These renovations were on hold until a firm plan was made regarding the location of the City offices. It is necessary for the City to hire an architect to design changes in the office space.

Studio Intrigue is our current design architect for the improvements at the Wilson Center. It is our plan, due to the poor market and high costs for relatively small construction projects, to include the scope of work for the City office modifications in with the Wilson Center Improvements. Due to the prior activity and work that Studio Intrigue has done in regards to the space study and their current leadership role in the Wilson Center Project it would be a streamlined and cost effective move to estimate them as a sole source contractor for the design and construction services relate to the office renovations.

BACKGROUND/DISCUSSION: Studio Intrigue was hired for a space study to work out options for the relocation of the City office space. This project provided insight and information related to the space necessary for departmental operations and knowledge of processes of the City. They currently have work products that can be used to influence and guide the design changes to the office space.

STRATEGIC PLAN OBJECTIVE: Public Facilities - GOAL #1: CONTINUE TO OFFER HIGH QUALITY SERVICES AND FACILITIES FOR RESIDENTS. Specifically, Goal c. states: Update facilities to accommodate improvements and changes in technology.

FISCAL IMPACT: The approval of this RCA will authorize the City to obtain a detailed estimate and quote for the architectural services. If approved the contract will be brought back for approval at the October meeting.

RECOMMENDATION: In accordance with Section 1.E. of the City’s purchasing policy, the City Administration recommends the Commission approve Studio Intrigue as a sole source vendor for the purposes of design and construction related services for the renovation of the City office space in the County Courthouse Building and if the quote is less than \$25,000 authorizes the mayor to sign the contract upon City Attorney review and approval.

CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
September 23, 2024

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Discussion of the Sale of City Owned Property at Townsend Rd. and Old County Line Road.</i>	[X] June 17, 2020 Memo [X] Property Map [X] Property Description	[N/A] [N/A] [N/A]
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: The City has received inquiries as to the disposition of approximately 4 acres of City owned land at the corner of Townsend Rd. and Old County Line road (Townsend Property). The City formerly placed this land up for sale in 2020 for approximately \$15,000/ acre and received an offer that was accepted but subsequently not fully effectuated. This RCA is suggesting that the City Commission consider an RFP process for the sale of the land that could be used as a filter to target developers with a similar vision congruent with the current zoning and or desired Master Plan land uses. Further, the RFP process would better ensure that the proposed sale and development had a higher percentage of being able to be followed through with.

BACKGROUND/DISCUSSION: In 2020 this property was listed for sale. Please reference the attached documents to this RCA highlighting the former efforts pertaining to the sale of the property and its overall description.

STRATEGIC PLAN OBJECTIVE: Landuse – Development and Redevelopment - GOAL #4: PROVIDE ECONOMIC OPPORTUNITIES IN DEVELOPMENT AND REDEVELOPMENT AREAS. b. Identify vacant and underutilized areas and plan to maximize their development.

Neighborhoods: GOAL #1: PRESERVE, PROTECT, AND ENHANCE THE INTEGRITY, ECONOMIC VIABILITY AND LIVABILITY OF ST. JOHN’S NEIGHBORHOODS.

a. Plans, programs and investment opportunities should be consistent with the Future Land Use Plan and with the strategies described below for each neighborhood area. c. Evaluate zoning categories to ensure the character of the neighborhood is maintained and protected. e. Ensure that all new housing is compatible with the desired characteristics of that particular neighborhood and in accordance with the general neighborhood strategies contained in this chapter.

FISCAL IMPACT: If there is direction from the Commission to work to transact the property this could generate approximately \$60,000 in revenue for the City and even more in taxes if the property is subsequently developed.

RECOMMENDATION: The administration recommends the Commission deliberate and determine if a consensus exists to begin offering the Townsend property up for sale and provide the administration direction of the manner in which the sale is to be advertised/transacted.



MEMORANDUM CITY OF ST. JOHNS

To: City Commission
Jon Stoppels, City Manager

From: Dave Kudwa, P.E., Deputy City Manager

Date: June 17th, 2020

Subject: Property Review Committee recommendation



Memo objective: To evaluate the request from DeShano Development to purchase property at 450 E. Townsend Road

The city has 3.88 acres of land for sale at 450 E. Townsend Road. The current asking price for the property is \$59,900.00 (approximately \$15,438.00 per acre).

In January, the property review committee (PRC) met to discuss a potential land sale with DeShano Development. The developer submitted a preliminary proposal that included the construction of an assisted living facility and duplex units. The PRC discussed the plan and requested that the developer give consideration to a site plan that included the relocation of County Farm Road.

Earlier this spring, the developer submitted a revised site plan that included the County Farm Road relocation. The PRC met on June 5th to review the plan and made the following recommendation:

A motion was made by Commissioner Hanover and supported by Commissioner Kirschenbauer to recommend that the city commission approve the sale of this lot to DeShano Development.

Yes: Hanover, Kirschenbauer, Stoppels, Kudwa, Kinde, Salemi
Nay: None

Motion carried

We've provided the revised site plan, PRC meeting minutes, and property sale information for your review.

PRC Recommendation

The property review committee recommends that the City Commission approve the 3.88-acre land sale at 450 E. Townsend Road.

DESHAND COMPANIES, INC. HAS TAKEN GREAT CARE IN THE PREPARATION OF THESE PLANS. HOWEVER, SINCE CODES ARE SUBJECT TO CHANGE AND INTERPRETATIONS VARY, WE DO NOT GUARANTEE COMPLIANCE WITH ANY SPECIFIC CODES OR ORDINANCES. PURCHASER OR BUILDER IS SOLELY RESPONSIBLE FOR VERIFYING COMPLIANCE WITH LOCAL AND STATE BUILDING CODES AND ORDINANCES AND FOR ANY MODIFICATION TO THE PLANS THAT MAY NEED TO BE MADE IN ORDER TO COMPLY. BUILDER IS ALSO RESPONSIBLE FOR VERIFYING SITE AND SOIL CONDITIONS AS WELL AS ALL DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS BEFORE BEGINNING CONSTRUCTION. THESE PLANS SHOULD BE REVIEWED BY A LOCAL ARCHITECT OR ENGINEER TO VERIFY ADAPTATION TO SITE AND LOCAL STRUCTURAL DESIGN REQUIREMENTS. DESHAND COMPANIES, INC. MAY NOT BE HELD RESPONSIBLE AND ASSUMES NO LIABILITY FOR ANY HOME CONSTRUCTED FROM THESE PLANS, EXCEPT BY THOSE CONSTRUCTED WITH DESHAND COMPANIES, INC., MICHIGAN CUSTOM HOMES, OR COUNTY WIDE BUILDERS.

THIS PLAN IS THE PROPERTY OF DESHAND COMPANIES, INC. AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION

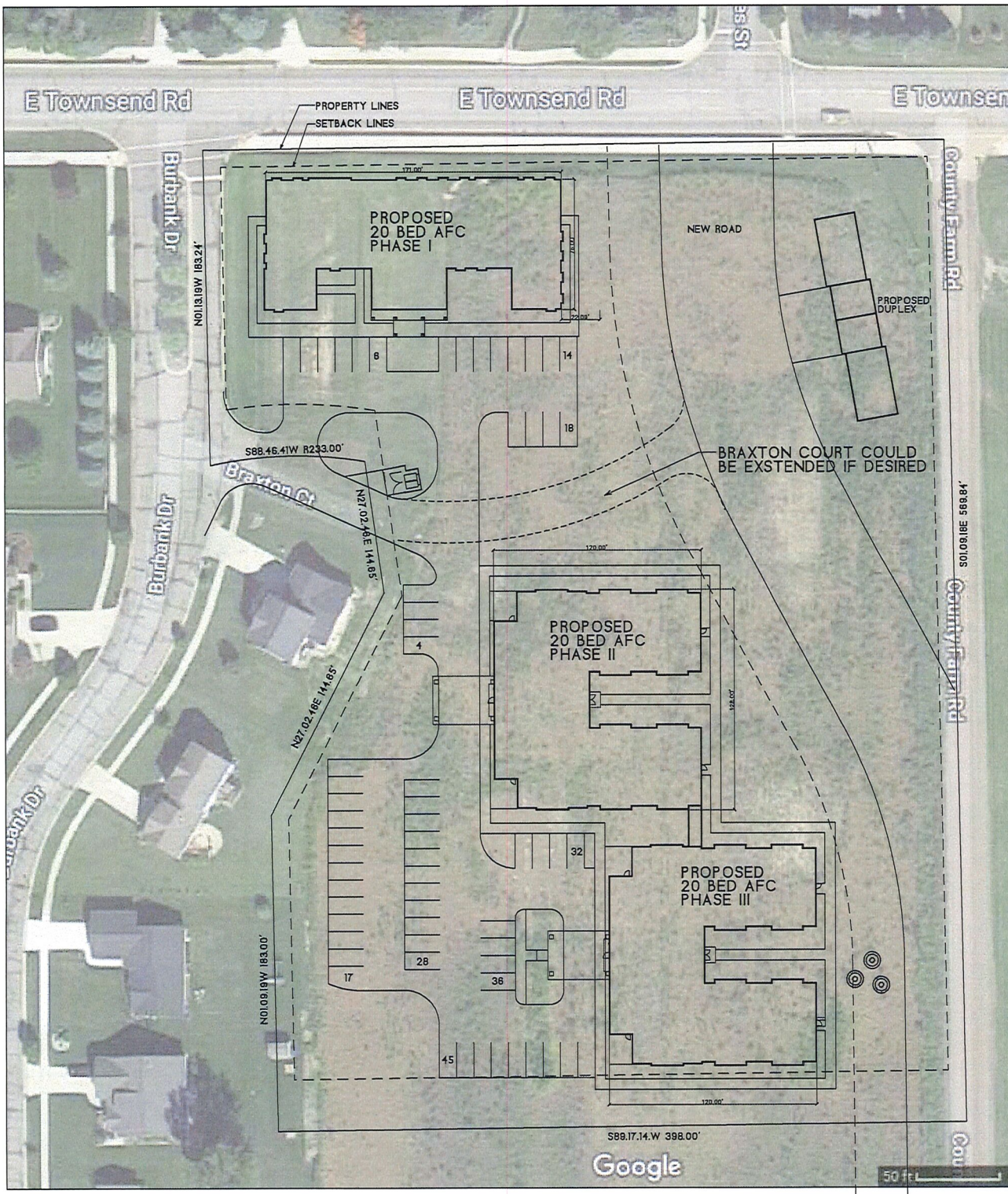
**PRELIMINARY
NOT FOR CONSTRUCTION**

DATE: 1/3/20
 REVISED: 1-6-20
 1-8-20
 3-17-20
 3-20-20
 3-23-20

SCALE: 1"=40'
 DRAWING: 2614
 DRAWN BY: SCD
 APPROVED BY:

**PROPOSED AFCs
AND DUPLEXES**
 ST. JOHNS, MI

325 COMMERCE COURT
 GLADWIN, MI 48624
 1-800-234-0800



PHASE I AFC



PHASE II AFC



TYPICAL DUPLEX



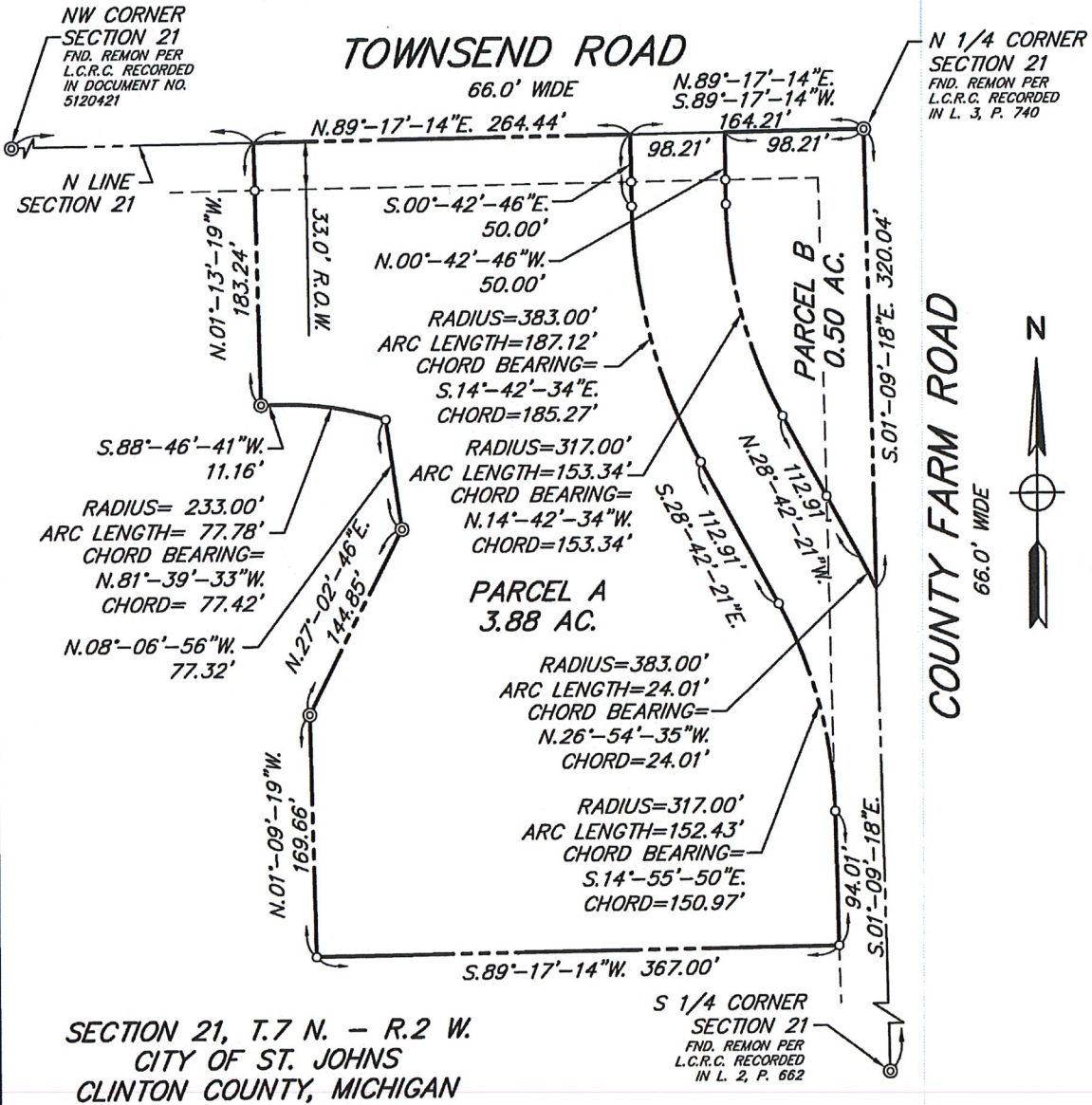
SITE PLAN

SCALE: 1"=20'

CERTIFICATE OF SURVEY

DWG. NO. JA-4700-01

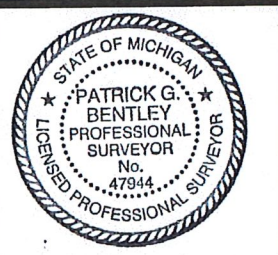
BEARINGS SHOWN ON THIS SURVEY WERE DETERMINED IN THE FOLLOWING MANNER
THE NORTH LINE OF SECTION 21 WAS ASSUMED AS BEING N.89°-17'-14"E.



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

Patrick G. Bentley
Patrick G. Bentley

Professional Surveyor No. 47944

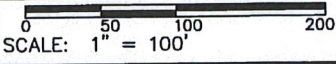


City of St. Johns
SURVEY FOR: P.O. Box 477
St. Johns, MI 48879



1400 ZEEB DRIVE
ST. JOHNS, MI 48897
TEL (989) 224-2355

⊙ - FOUND SURVEY CORNER
○ - SET 1/2" Ø REBAR WITH CAP No. 47944



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

SHEET 1 OF 2

DATE: 05-02-17

PROPERTY REVIEW COMMITTEE

JUNE 5, 2020

10:00 A.M.

Present: Heather Hanover, Commissioner; Tammy Kirschenbauer, Commissioner; Jon Stoppels, City Manager; Dave Kudwa, Community Development Director; Mindy J. Seavey, City Clerk; Kristina Kinde, City Treasurer; John Salemi, City Attorney

This meeting was called to discuss the Deshano land purchase at 450 E. Townsend Road.

Call to Order

The meeting was called to order at 10:00 a.m.

Director Kudwa said he wanted to meet and get feedback on the revisions based on the January 21st meeting.

Approval of Agenda

Motion by Hanover seconded by Kirschenbauer that the agenda be approved.

City Clerk Seavey called a roll call vote:

YEA: Hanover

YEA: Kirschenbauer

YEA: Stoppels

YEA: Kudwa

YEA: Kinde

YEA: Salemi

Motion carried.

Public Comment for Non-Agenda Items

There were no public comments.

New Business

A. Deshano Land Purchase – 450 E. Townsend Road

Director Kudwa discussed the priority of the County Farm Road relocation. He said he likes it from a staff perspective. He said likes the extension off of Braxton Court. He discussed phase II and phase III areas and said he liked the original concept better that had duplexes back there. He said duplexes would marry well with the single-family residential on Burbank.

Commissioner Hanover said she thinks the road will be nice for the guys snowplowing. She said if we sell this to them in this shape, would we have to keep a right-of-way for that road?

Director Kudwa said we would sell them 3.99 acres and the specifics of road location would be determined through the planning commission and planning process. We would have to have them deed that back to us.

Commissioner Hanover said we are not approving the placement of any of the buildings, just shape?

Director Kudwa said technically, yes. He said this is essentially what we do in pre-application and is a function of the property review committee combined with the uses, before they get to the planning process.

Director Kudwa showed the red area of where the road would be relocated. He said in the concept they sent us were the duplexes. He said a cul-de sac is not the best way to go. He discussed possible phase II buildings.

Commissioner Hanover said if the road across from Braxton Drive to County Farm could have some single-family, we would work with them later on that?

Director Kudwa said correct.

Commissioner Kirschenbauer asked if they are open to putting in more condos?

Director Kudwa said their product is assisted living and duplexes.

There was a discussion of who owns the land where they could put more single family.

Commissioner Kirschenbauer asked the price.

Director Kudwa said 3.88 acres and \$59,900 is the asking price. He said they haven't had a conversation about price. He said if the city commission approves moving forward with the sale, we would have an agreement with them. He said it is about \$15,000 per acre.

Treasurer Kinde said the property south of us is owned by Barks and then a small portion is owned by someone else.

Commissioner Hanover asked about zoning of that property.

Director Kudwa said we would get that information for you. We would ask for rezoning to office.

Commissioner Hanover said she is good with the parcel size and configuration.

Commissioner Kirschenbauer said she is too. She would like further discussion about single dwelling and duplex.

Director Kudwa said 20 bed facilities (assisted living) and he kind of likes duplexes for phase II and III.

Commissioner Hanover agreed.

Commissioner Kirschenbauer said she agrees with more duplexes. She is not against assisted living, but we have a lot here in St. Johns.

Director Kudwa said it may be a combination of the two site plans.

Motion by Hanover seconded by Kirschenbauer that the committee approve the sale of the lot configurations and send to city commission and send to Martin Commercial.

City Clerk Seavey called a roll call vote:

YEA: Hanover

YEA: Kirschenbauer

YEA: Stoppels

YEA: Kudwa

YEA: Kinde

YEA: Salemi

Motion carried.

Adjournment

Motion by Hanover seconded by Kirschenbauer that the meeting be adjourned.

City Clerk Seavey called a roll call vote:

YEA: Hanover

YEA: Kirschenbauer

YEA: Stoppels

YEA: Kudwa

YEA: Kinde

YEA: Salemi

Motion carried.

The meeting was adjourned at 10:17 a.m.



July 17, 2019

Martin

Eric F. Rosekrans
CCIM, CPM
Senior Vice President
Office Advisor

The Honorable Eric Hufnagel
Mayor, City of St. Johns
100 E. State Street, Suite 1100
P.O. Box 477
St. Johns, MI 48879

RE: 450 E. Townsend Road, St. Johns, MI 48879

Dear Mayor Hufnagel:

The Exclusive Marketing Agreement for the above-referenced property ("the Agreement") is modified as indicated below:

- The term of the Agreement is extended to **August 31, 2020**.

All other terms of the Agreement shall remain the same.

If you are in agreement with the above, please sign where indicated below and return to our office. A fully executed copy will be returned to you for your files.

Sincerely,

MARTIN COMMERCIAL PROPERTIES

Eric F. Rosekrans, CCIM, CPM
Senior Vice President, Office Advisor

1111 Michigan Ave, Ste 300
East Lansing, MI 48823

Office: 517 351-2200
Direct: 517 319-9209
Cell: 517 290-7606
Fax: 517 351-2201

eric.rosekrans@
martincommercial.com

Owner:

CITY OF ST. JOHNS

By:
Eric Hufnagel
Its: Mayor

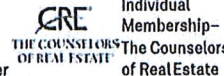
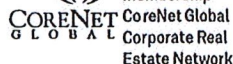
Date: 7/25/2019

Martin:

MARTIN COMMERCIAL PROPERTIES, INC.

By: _____
Van W. Martin
Its: President and CEO

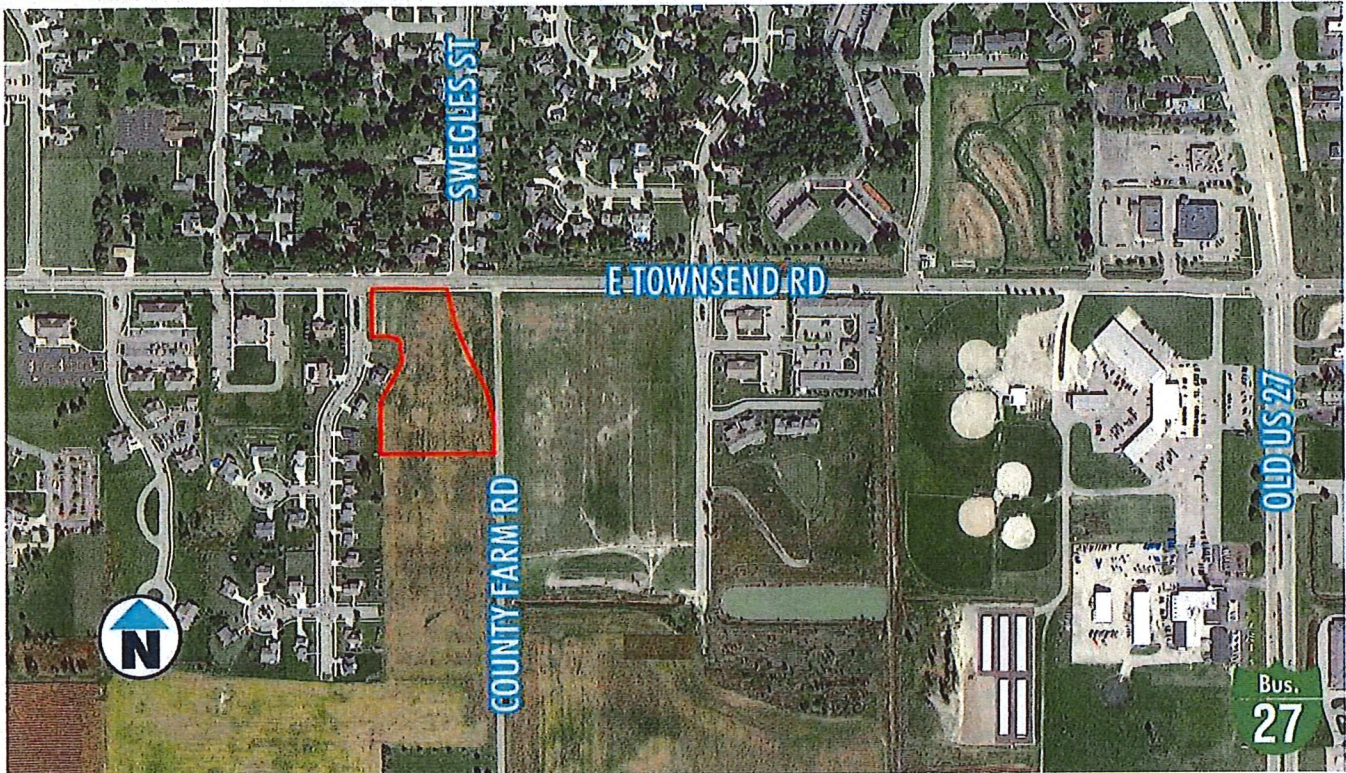
Date: _____



For Sale / 450 E Townsend Road, St. Johns, MI 48879

DEVELOPMENT OPPORTUNITY

3.88± Acres Along Townsend Road



3.88 ± acres of vacant land along Townsend Road, just west of Business 27. Property is located within a diverse area of residential and commercial opportunities. Great opportunity for residential, office or multi-housing development.

SALE TERMS

+ \$59,900

KEY FEATURES

- + 3.88 Acres
- + Zoned R1-residential
- + Utilities to site
- + Easy ingress/egress and excellent visibility from Townsend Road

Eric F. Rosekrans, CCIM, CPM
Senior Vice President, Office Advisor

Direct: 517 319-9209

eric.rosekrans@martincommercial.com

For Sale / 450 E Townsend Road, St. Johns, MI 48879

Development Opportunity Along Townsend Road



AREA HIGHLIGHTS

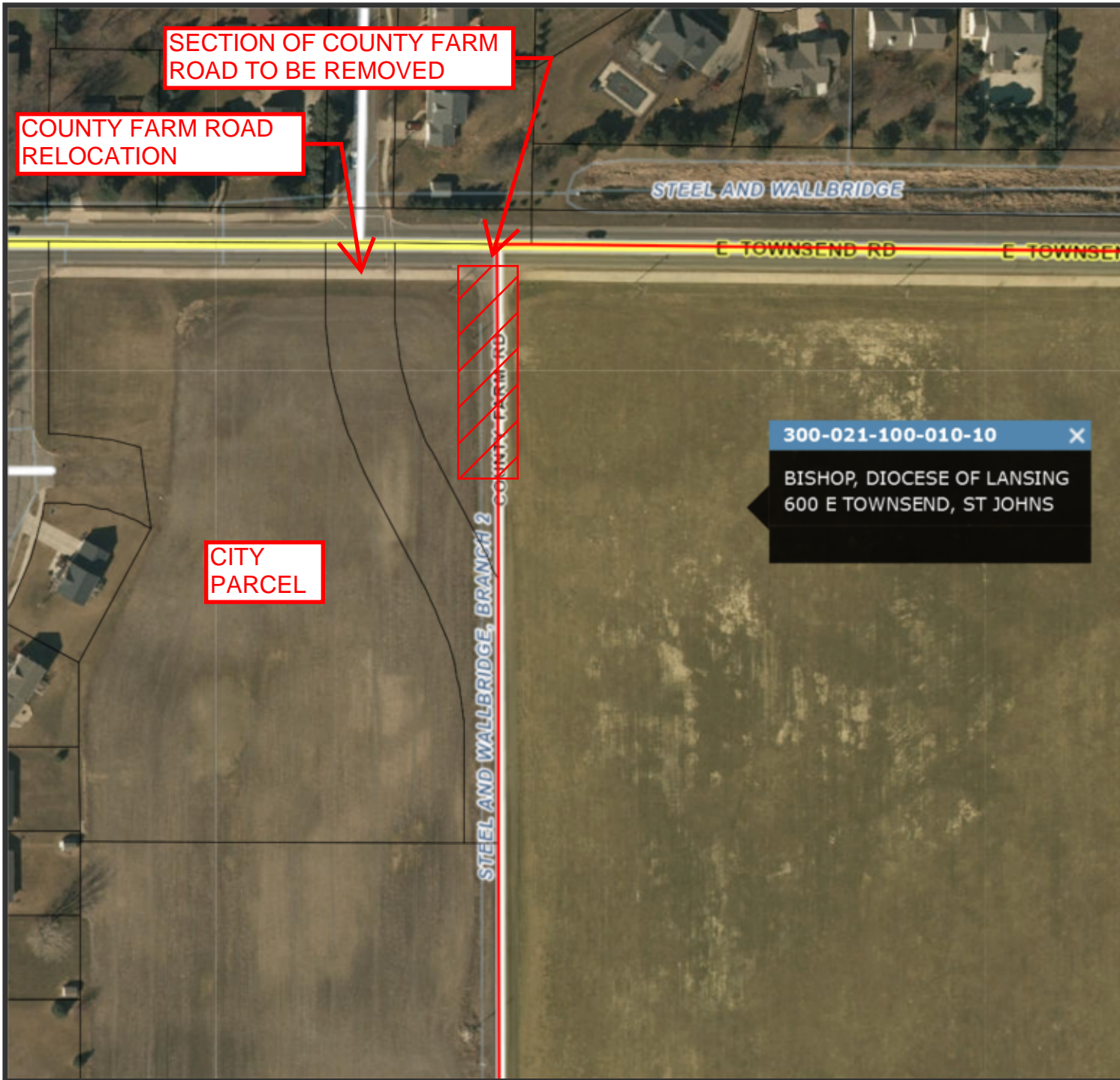
- + Less than ½ mile west of US-27 off Townsend Road & 1 mile east of St. Johns High School
- + Minutes from US-127, M-21 and downtown St. Johns
- + Area retailers include Walmart, Kroger, Dunham's, Bee's Chevrolet, Walgreens, Tractor Supply Co., Applebee's, KFC, McDonald's, Taco Bell, Biggby and more!

2019 TAX DATA

Municipality	City of St. Johns
Parcel No.	300-021-200-050-10
SEV	TBD
Taxable Value	TBD
Taxes	TBD

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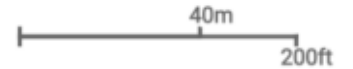
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Clinton County

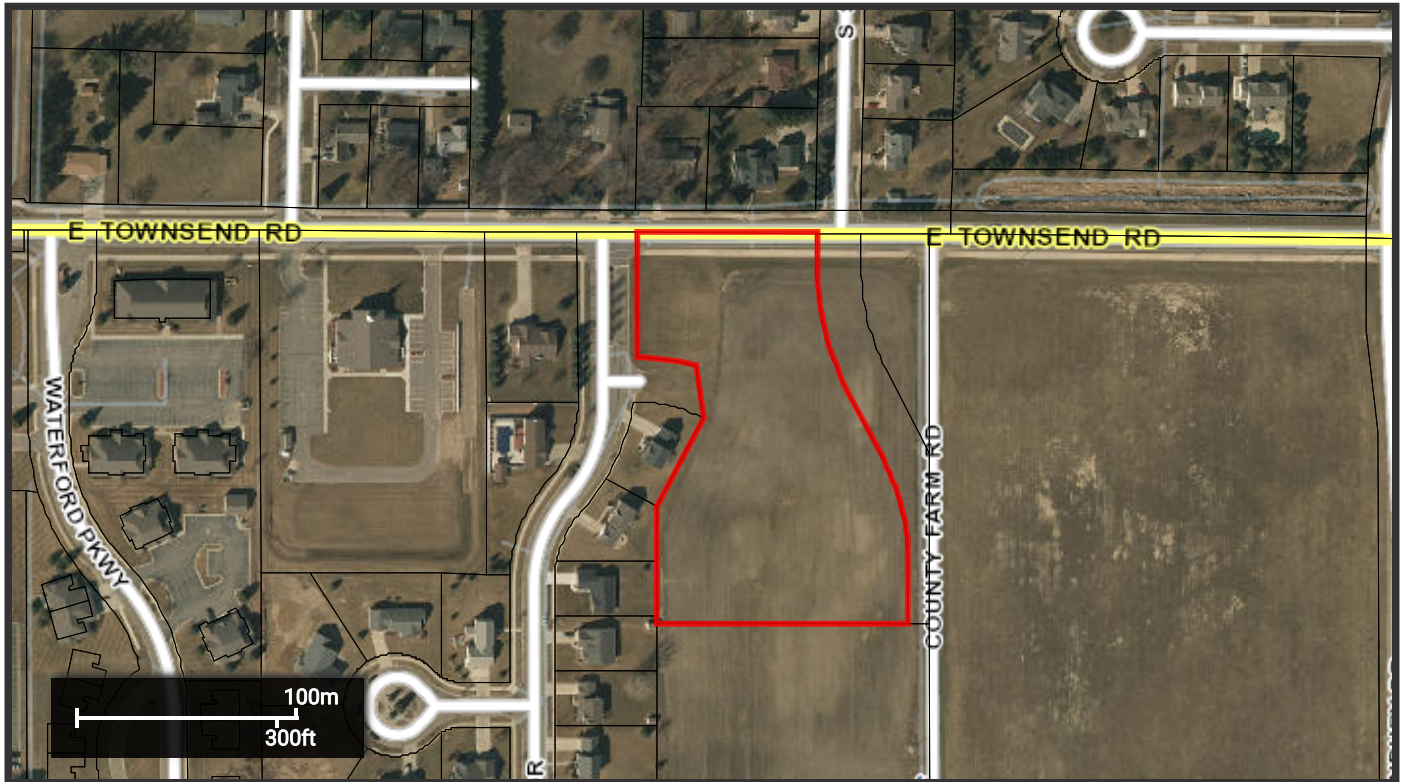


Map Publication:
06/23/2020 11:34 AM



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Property Address

450 E TOWNSEND RD
ST JOHNS, MI, 48879

Owner Address

CITY OF ST JOHNS	Unit:	300
--	Unit Name:	CITY OF ST JOHNS
PO BOX 477		
ST JOHNS, MI 48879		

General Information for 2018 Tax Year

Parcel Number:	300-021-200-050-11	Assessed Value:	\$0
Property Class:	702	Taxable Value:	\$0
Class Name:	EXEMPT VACANT	State Equalized Value:	\$0
School Dist Code:	19140		
School Dist Name:	ST JOHNS PUBLIC SCHOOLS		

PRE 2017: 0%

PRE 2018: 0%

Prev Year Info

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0

Land Information

Acreage: 3.88

Zoning: R1

Legal Description

PARCEL A: PART OF THE NW 1/4 OF SEC 21; DESC AS BEG AT A POINT ON THE N LINE OF SD SEC WHICH IS 164.21 FT, S 89 DEG 17' 14" W OF THE N 1/4 COR OF SD SEC; TH S 00 DEG 42' 46" E 50 FT TO A POINT ON A 383 FT RADIUS CURVE TO THE LEFT; TH SELY ON THE ARC OF SD CURVE 187.12 FT SD ARC BEIGN SUBTENDE BY A CHORD BEARING AND DISTANCE OF S 14 DEG 42' 34" E 185.27 FT; TH S 28 DEG 42' 21" E 112.91 FT TO A POINT ON A 317 FT RADIUS CURVE TO THE RIGHT; TH SELY ON THE ARC OF SD CURVE 152.43 FT, SD ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF S 14 DEG 55' 50" E 150.97 FT TO A POINT ON THE W ROW LIN EOF COUNTY FARM RD; TH S 01 DEG 09' 18" E ON SD W ROW LINE 94.01 FT; TH S 89 DEG 17' 14" W 367 FT TO A POINT ON THE E LINE OF OAK VIEW ESTATES; TH ON THE E LINE OF SD SUBDIVIAION THE FOLLOWING (6) COURSES: TH N 01 DEG 09' 19" W 169.66 FT; TH N 27 DEG 02' 46" E 144.85 FT; TH N 08 DEG 06' 56" W 77.32 FT TO A POINT ON A 233 FT RADIUS CURVE TO THE LEFT; TH NWLY ON THE ARC OF SD CURVE 77.78 FT, SD ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF N 81 DEG 39' 33" W 77.42 FT; TH S 88 DEG 46' 41" W 11.16 FT; TH N 01 DEG 13' 19" W 183.24 FT TO A POINT ON THE N LINE OF SD SEC, 428.65 FT S 89 DEG 17' 14" W OF THE N 1/4 COR OF SD SEC; TH N 89 DEG 17' 14" E 264.44 FT TO THE P OF BEG SEC 21 T7N R2WSPLIT/COMBINED ON 02/19/2018 FROM 300-021-200-050-10;

Sales Information

No Records Found

Application Use:

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**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
September 23, 2024**

Department: Public Services	Attachments: N/A	Submitted to CA for Review
Subject: Downtown Parking Lots	[] [] []	[N/A] [N/A] [N/A]
Prepared by: Justin Smith, Director of Public Services	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: During the budget process staff presented the Commission with a plan to utilize ARPA funds to complete reconstruction of parking lot 5B. This parking lot is a combination of public and private ownership. At our attorneys’ recommendation we created an easement agreement that would allow public funds to be used on privately **owned** property but would have a surface easement granted to the City that would permit the use and function of parking operations.

Unfortunately, we were unable to acquire easement agreements from all property owners and therefore will not be able to proceed. The inability to obtain all easements makes the construction far less cost effective. Our goal is to utilize this funding for downtown parking improvement, specifically lots 4, 6 and 7. Lots 6 and 7 are simple mill and fill project and Lot 4 needs some engineered design and reconstruction to address storm water issues and maximize parking. Below are two options I am presenting for your approval.

Option #1 Mill and Fill of Parking Lots 6 and 7 at a cost of \$46,800

Option #2 Mill and Fill Parking Lots 6 and 7 and work with an engineering company for a design of Lot 4 for Spring 2025 Construction. Estimated cost \$150,000

BACKGROUND/DISCUSSION: June 26, 2023 Commission meeting approved the proposal from Wolverine Engineering and Design to complete the parcel map and parking lot design for Lots 5 A and B.

STRATEGIC PLAN OBJECTIVE: Land use Goal #2- Create a vibrant downtown with diverse businesses.

FISCAL IMPACT: The City has appropriated \$334,400 of our ARPA Funding for the reconstruction of Parking Lot 5. These funds can be repurposed and utilized on lots 6, 7, and 4.

RECOMMENDATION: Utilize funds appropriated for Parking Lot 5 to mill and fill lots 6 and 7 this year and create a set of construction plans for reconstruction of Lot 4 in the Spring of 2025.