

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, October 28, 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.
(Times for agenda items are estimated times)**

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 September 23, 2024
 - Special meeting minutes of October 14, 2024
- b. Receipt of Warrants
 - In the amount of \$1,385,721.40
- c. Michigan Municipal League Liability & Property Pool Ballot
 - Staff recommends that the city commission authorize a vote to be cast for the two candidates as Director (3-year term).
- d. Board Appointments
 - Staff recommends the city commission authorize staff to contact board members whose terms are expiring to see if they are interested in reappointment and also permission to contact board members who are not regularly attending meetings to find out their interest in continuing to serve on their board.

- e. 2025 Holidays
 - Staff recommends the city commission approve the 2025 holidays as noted.
- f. 2025 City Commission Meetings
 - Staff recommends the city commission approve the 2025 city commission meeting dates as noted.
- g. 2024 Awards Luncheon
 - Staff recommends that the city commission authorize funds not to exceed \$1,500 for the annual awards luncheon.
- h. Holiday Gift per Section #330 of the Personnel Manual
 - Staff recommends that the city commission approve \$2,500 for use towards leveraging a \$60 Kroger gift card for full-time & regular part-time employees and volunteer firefighters with Kroger donating \$2,000 towards the gift cards.
- i. Renewal of Alcohol/Tobacco Prevention Grant
 - Staff recommends that the City Commission approves the renewal of the Alcohol and Tobacco Prevention Grant for fiscal year 2025 and authorize the Mayor to endorse the same.
- j. Bendzinski & Company – Water/Sewer Rate Study Agreement
 - Staff recommends accepting the contract with Bendzinski and Co. for the 25/26 water/sewer rate stuff for the amount of \$6,000 and authorize the mayor to sign.
- k. Park Utility Vehicle Acquisition
 - Staff recommends the City Commission approve the purchase of the Utility Vehicle from Bobcat of Lansing in the amount of \$39,367.10, with financing through Tax Exempt Leasing Inc. and authorize the City Manager to sign the appropriate paperwork pending City Attorney review of the agreement.
- l. Lively - HRA & COBRA Agreement for 2025
 - Staff recommends that the city commission approve the Master Service Agreement with Lively for HRA and COBRA administration pending city attorney review and approval of the agreement language.

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

B. PUBLIC HEARINGS:

C. PRESENTATIONS:

- 1. Introduction of Rachel Hoten – AmeriCorps Member *(6:07 pm – 6:09 pm) Discussion only*
- 2. Introduction of Walter Conklin – Police Officer *(6:09 pm – 6:11 pm) Discussion only*
- 3. Jaycee Simon – Presentation of Proclamation *(6:11 pm – 6:14 pm) Discussion only*

D. PERSONS WISHING TO PRESENT TESTIMONY:

1. Public comment - agenda & non-agenda items (6:14 pm – 6:17 pm) Discussion only
Each speaker is only entitled to one (1) three-minute time during each Public Comment period.

E. COMMUNICATIONS:

F. OLD BUSINESS:

1. Consideration of Donation of Depot Rail Cars to the City from the Clinton County Arts Council (6:17 pm – 6:23 pm) Action Item (Presenter: Chad Gamble, City Manager)
2. Discussion of the Sale of City Owned Property at Townsend Rd. and Old County Farm Road (6:23 pm – 6:30 pm) Discussion only (Presenters: Chris Khorey, McKenna; Chad Gamble, City Manager)

G. NEW BUSINESS:

1. Parking Survey Discussion and Consideration of Changes to Downtown Parking Plan (6:30 pm – 6:40 pm) Action Item (Presenter: Chad Gamble, City Manager)
2. Quarterly Budget Report (6:40 pm – 6:45 pm) Discussion only
(Presenter: Kristina Kinde, Treasurer)
3. 2025-2026 Fiscal Year Budget Preparation Schedule and Special Commission Meeting Request (6:45 pm – 6:55 pm) Action Item (Presenter: Chad Gamble, City Manager)
4. Wilson Community Center Agreement Modifications due to Proposed Federal Tax Credits (6:55 pm – 7:15 pm) Action Item (Presenter: Chad Gamble, City Manager)
5. Credit Card Issuance and Rebate Program Approval (7:15 pm – 7:30 pm) Action Item
(Presenters: Chad Gamble, City Manager; Kristina Kinde, Treasurer)
6. City Manager Comments (7:30 pm – 7:40 pm) Discussion only
7. Commissioner Comments (7:40 pm – 7:50 pm) Discussion only

H. ADJOURNMENT: (7:50 pm)

(Next Regular Meeting Scheduled for Monday, November 25, 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
SEPTEMBER 23, 2024

The regular meeting of the St. Johns City Commission was called to order by Mayor Dzurka at 6:01 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, Scott Dzurka, Chris Hyzer

COMMISSIONERS ABSENT: None

STAFF PRESENT: Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Mindy J. Seavey, City Clerk; Justin Smith, Director of Public Services; Anne Seuryneck, City Attorney (Zoom)

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

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

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

a. Approval of Minutes

Motion by Commissioner Ruestman seconded by Commissioner Gurski that the minutes of the August 26, 2024 regular meeting and September 10, 2024 special meeting be approved as presented.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

b. Receipt of Warrants

Motion by Commissioner Ruestman seconded by Commissioner Gurski that warrants be approved as presented in the amount of \$1,224,517.81.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

c. Set Halloween Trick-or-Treat Hours

Motion by Commissioner Ruestman seconded by Commissioner Gurski that 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.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

d. MML Property & Liability Insurance Renewal

Motion by Commissioner Ruestman seconded by Commissioner Gurski that 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.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

e. American Red Cross – Licensed Training Provider Agreement

Motion by Commissioner Ruestman seconded by Commissioner Gurski that the city commission approve the Licensed Training Provider Agreement with the American Red Cross.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

f. Wastewater Pump Building Heat Pump Replacement

Motion by Commissioner Ruestman seconded by Commissioner Gurski that the city commission approve the purchase and installation of a replacement heat pump from Hopkins Mechanical in the amount of \$43,688.00.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

g. Spicer Group Amended Contract

Motion by Commissioner Ruestman seconded by Commissioner Gurski that 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.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

AGENDA

Mayor Dzurka 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:

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2. Pledge of Allegiance
3. Consent Agenda

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-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:

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

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

D. COMMUNICATIONS:

E. OLD BUSINESS:

- 1. Consideration of Donation of Depot Rail Cars to the City from the Clinton County Arts Council

F. NEW BUSINESS:

- 1. Prevail Solar OPRA and Contribution Agreement
- 2. Sole Source Requests for Design Services for City Office Renovations
- 3. Discussion of the Sale of City Owned Property at Townsend Rd. and Old County Line Road
- 4. Downtown Parking Lots
- 5. City Manager Comments
- 6. Commissioner Comments

G. ADJOURNMENT:

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

PUBLIC HEARINGS

PERSONS WISHING TO PRESENT TESTIMONY

1. Public Comment

Mayor Dzurka asked if there were any public comments.

Jim Gunther, 1221 LaValle Court, was present. He said he is President of the Clinton County Arts Council. He said he was present at the meeting regarding railcars and hopes the commission will be in agreement with us regarding the discussion.

Mayor Dzurka thanked him for his comments and his work on the arts council.

COMMUNICATIONS

OLD BUSINESS

1. Consideration of Donation of Depot Rail Cars to the City from the Clinton County Arts Council

City Manager Gamble discussed the assets that surround the depot: railcars and railroad museum inside the depot. He said the Clinton County Arts Council does a tremendous job of sponsoring events & activities. One of their responsibilities is the maintenance and upkeep of the railcars and staffing of the railroad museum room. Due to some turnover and limitations of members, it has been a struggle for them to have the time and energy. He said they met with them on August 27th and discussed concerns, opportunities and plans to consider. He said the structures are becoming very deteriorated and we want to make sure this area sparkles. The city is in a position to take ownership of the railcars to leverage our efforts and funds of \$14,000 from the arts council. There is a possible sale of some of the cars and we could use the funds to improve the remaining cars. We would work with the council on returning items in the museum to the original owners, have some of those items on display in the main room, and/or at the Wilson Center. He said some items would have to be returned or sold. We are putting together a plan on how to approach this project.

Mayor Dzurka thanked the arts council for their work. This body recognized the importance to share our history and the importance and significance of the area. He said he is glad we can do it with the council moving forward.

Commissioner Hufnagel said we have a history in respect of the rail line and history of dedication from the McCampbell's and others. He said a lot of work was done to bring the railcars here and it was a heavy lift. He said he hopes we can do in a cost neutral way and have it for years to come for the community to enjoy.

City Manager Gamble said the public services department has been involved at least a dozen times in the past years for emergency repairs, mostly due to vandalism.

Motion by Commissioner Ruestman seconded by Commissioner Hufnagel that the city commission approve the city to take ownership of the railcars.

There was a discussion of an amendment to the motion.

Motion amended by Commissioner Ruestman seconded by Commissioner Hufnagel that the city commission direct the city manager to work with our attorney to take ownership of the railcars from the Clinton County Arts Council.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

NEW BUSINESS

1. Prevail Solar OPRA and Contribution Agreement

City Manager Gamble said the city has been working with the Prevail Solar team for approximately 9 months. He discussed the great leadership of LEAP, a key catalyst in conversations, especially over the last couple of months; efforts of the key shareholder; efforts beneficial in moving this project at light speed. He discussed what an OPRA is. He said the DDA district was extended and included the old Federal Mogul site and the Wilson Center. He said we reached out to Prevail Solar regarding an agreement for additional funds directed for expenditure within the DDA district. He said Prevail wants this to be a positive relationship and they were understanding of this ask.

Treasurer Kinde discussed the OPRA calculation, unique circumstance, significant number of jobs, and the recommendation of 12 years vs. the 10 years.

City Manager Gamble introduced Keith Lambert, COO, LEAP, for an overview of the project.

Mr. Lambert discussed the scope of the project; solar panels; creating jobs at home; and excited about what this building could look like.

Mr. Mike Zhao, Prevail Solar, was present. He shared information regarding the company; mission; goal; 180 people for 3 production lines; market and analysis; scale and plan; financial plan; local hiring and training.

Mr. Lambert discussed local engineering companies. He said the OPRA is a big deal. The company is very open and interested in partnering regarding the DDA.

Mark Holden was present. He said he is the property manager of the Federal Mogul property. He said Mr. Zhao is the most hardworking person he has ever seen in his life and his dedication to this project is unbelievable. He said it is going to be a great operation. He said they are committed to this project and to our community and he has been with him for over a year and a half. He said it is tough to get an old building like this back up and running and it will be an amazing thing for this town.

Mayor Dzurka asked about the hiring process and skills that are going to be necessary.

Mr. Lambert discussed working in connection with LCC and MSU. He said they will need a lot of technician level talent and some engineering. He said they will be making sure the robotics are working the way they should be. He said it will operate 24/7 eventually; there won't be a lot of trucking in and out. He said there is a lot of interest in working with the K-12 schools. They are looking at hiring as soon as Q1 of 2025. The building will take a lot of investment.

There was a discussion of:

- The higher tech field in manufacturing.
- MEDC support.
- Water usage.
- Their preliminary IPP application.

City Manager Gamble thanked them for being here. If the commission views this as an application they would support, we recommend a special meeting. This application is due to the state on October 31st. We would hold the required public hearing for the application and present the finalized contribution agreement we are currently in negotiations with.

There was a discussion of setting a special meeting.

Motion by Commissioner Ruestman seconded by Commissioner Gurski that the city commission set a public hearing for October 14th at 5:30 p.m. for the OPRA application at 511 North Mead.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

2. Sole Source Requests for Design Services for City Office Renovations

City Manager Gamble said there was a budget appropriation for the remodeling of city offices. The design is necessary to be completed. He said we met a couple of times with

the county. We would like to increase the size of the election room; have a secure entryway for staff; and a cost-effective way to perform activities. He said it would be advantageous to include improvements of the office space along with bids for the build-out of the Wilson Center. He said it would be beneficial to have the same consultant and architect on that. Studio Intrigue has been engaged with space studies and office space discussions with us in the past. Our recommendation is to designate Studio Intrigue for a sole source vendor for renovation of the city offices. If the quote is less than \$25,000, authorize the mayor to sign the contract.

Commissioner Hufnagel said thank you for thinking about efficiencies.

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

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

3. Discussion of the Sale of City Owned Property at Townsend Rd. and Old County Line Road

City Manager Gamble corrected it to County Farm Road. He said there has been some increased interest in multiple properties throughout the city, including this parcel. He said this is an opportunity to consider a proposal-based development request. He said it could be an RFP that could include the commission's desires of what they would like to see be developed on this parcel. He said we would work to ensure a process that would yield a development that would come to fruition in the end. He said we are trying to see the interest from the commission.

There was a discussion of:

- There was talk before about aligning County Farm Road.
 - Road alignment might be what the city brings to the table.
- How prescriptive we want to be.
- We need middle income housing.
- Gaps in housing in our community.
- Previous project was memory care units with ability of phase 2 pod-style residential housing.
 - Question of zoning.
- Alignment of the road is a safety issue.

-
- May not be a concern. There are a lot of vehicles on County Farm with the soccer traffic and no accidents there in a number of years.
 - Issue of visibility on Townsend Road, coming from the North.
 - We don't have a ton of space.
 - Engineering study on that intersection?
 - Want to avoid centerline offsets from streets tying into same one that are too close.
 - Peak hour concern.
 - Current use of church property (soccer) compared to the future.
 - Recent conversations about the church property and soccer fields and don't foresee any changes coming with the church soon.
 - Pedestrian safety.
 - Traffic circle.
 - Potential for growth on County Farm Road.

City Manager Gamble said the property can be rezoned. There is R-3 to the east and the south. He said there are developers he has spoken with regarding the development of single-family homes in an affordable way; a little bit denser development; he could have a discussion with Mr. Khorey and make some recommendations to the commission on some options; if the commission supported, we could go through the rezoning process and if not, we could market the property for R-1.

4. Downtown Parking Lots

Director Smith said we were approached quite a while back from Mr. & Mrs. Kossaras, majority property owners, to do something with that parking lot. We worked with our attorney and came up with easements and worked through many of those. Unfortunately, we were not able to secure easements from everyone involved. We can't do the project without everyone being on board with easements. Instead, we have proposed lots 6 & 7 on Walker Street. He said the project would be a simple mill and fill. Jeremy did a great job with estimating on those. We are going to be right on Brush Street anyways and with these lots they are structurally good, and the drainage is good. We propose a design on lot 4.

There was a discussion of:

- Lot #7.

Director Smith said with approval we could also work on Lot #4. We would like to look at storm sewer issues there. We have \$334,400 of ARPA monies dedicated to lot #5. It would cost around \$200,000 to complete lot 6, 7 & 4.

Commissioner Ruestman discussed lot #4 and the library renovation and community fund.

Treasurer Kinde said to clarify, it is not ARPA funds but surplus fund balance we have because of ARPA.

There was a discussion of:

- Commending Chad and Justin on the time spent with those businesses.
- Any issues with other lots (4, 6 & 7).
 - These lots are wholly city-owned.
- Mill & fill
 - The base is good, and it will be a 1½ mill & fill.

Motion by Commissioner Ruestman seconded by Commissioner Hufnagel that the city commission 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.

YEA: Hufnagel, Ruestman, Gurski, Dzurka

NAY: Hyzer

Motion carried.

5. City Manager Comments

City Manager Gamble discussed:

- Thank you again to all the Sr. Staff members for their efforts in working on the Annual Report. Please provide feedback as we begin thinking on changes and improvements to the next one. Will be available online.
- Update on Parking Lot at the corner of Higham and Brush Street.
- Cork and Bottle ZBA meeting reminder – 5:30 p.m. on October 16, 2024.
- Fantasy Forest 2.0 update
 - Letters were sent to the Supervisors of the surrounding 9 Townships of the City. I have given the Commissioners a copy of one of the letters.
 - Bids are now on the street for the playscape and other site furnishings.
 - Pre-bid meeting is tomorrow. Bids are due October 10th. We are getting a fair number of questions related to the bid package which means there is a lot of interest.
 - FFCT is set to meet on Tuesday October 15th at 6:00 p.m.
- We had a great visit and tour with Ms. Junko Takami, a delegate of Konan City of the Shiga Prefecture of Japan. Formal gifts were presented to her and a gift for her to present to the Mayor of Konan upon her return.

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- The Downtown Parking Survey is underway led by the DDA and is open until September 25 after which we will work with them to compile the information and present the feedback and recommendations at the October meeting.

6. Commissioner Comments

Commissioner Hufnagel thanked staff for putting together the annual report. He said he is looking forward to building on that in the future and how we can get information out to the public.

Commissioner Gurski said with leaf season coming up soon, we need to keep the message diligent on where they should be placed and not placed. Hopefully, the weather cooperates. With the storm, we need to stay diligent on our tree removal program and replacement. We got lucky on some of them that missed structures and there are some from the previous storm that need to be taken down. This is important with an ageing tree population.

Mayor Dzurka said we talked about trees a few times. He commended Chad and Kristina for working with Prevail Solar, especially on the DDA contribution. He said it was wise using negotiation skills. He wanted to recognize a successful Fall Festival on Saturday and thanks to Brent & Megen at Oh Mi Organics. He thanked everyone on this body that made phone calls and contacts over the years on M-21. Also, Chad, Justin, the county road commission as well as Senator Sam Singh, we got something done there and look forward to 2029 for the full road reconstruction. He said it is a much better surface to traverse these days.

ADJOURNMENT

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

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The meeting was adjourned at 7:43 p.m.

CITY OF ST. JOHNS
CITY COMMISSION MINUTES
SPECIAL MEETING
OCTOBER 14, 2024

The special meeting of the St. Johns City Commission was called to order by Mayor Dzurka at 5:30 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

Agenda

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

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

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Public Hearing – Consider an Application for Obsolete Property Rehabilitation Exemption Certificate for 511 North Mead Street

Motion by Commissioner Gurski seconded by Commissioner Ruestman that the city commission open the public hearing.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The public hearing was opened at 5:31 p.m.

City Manager Gamble thanked the commissioners for the special meeting. He said the OPRA is for the proposed Prevail Solar Development; \$30 million; 180 jobs; and the OPRA is for site improvements. He discussed impact statements, additional contribution

**CITY COMMISSION
SPECIAL MEETING MINUTES**

OCTOBER 14, 2024

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agreement; commended partners for recognizing the benefits of purchasing and bringing in manufacturing; also, the importance of the downtown and commended their contribution. He discussed the attachments. He said Keith Lambert from LEAP, He Xian, Mike Zhao, and Mark Holden are here.

Mayor Dzurka asked if there were comments from Prevail.

There were none.

Mayor Dzurka asked if there were any public comments.

Ed Thelen, 110 W. Cass, was present. He said welcome to town and thank you for the investment. He urged support to pass the OPRA and said it will be nice to see that building in use again.

Motion by Commissioner Ruestman seconded by Commissioner Hufnagel that the city commission close the public hearing.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The public hearing was closed at 5:35 p.m.

Application For Prevail Solar Inc. OPRA for 511 North Mead Street

Mayor Dzurka asked if there were any questions from the commission on the application.

There were none.

Motion by Commissioner Hufnagel seconded by Commissioner Ruestman that the city commission adopt resolution #36-2024 with the provision that the OPRA application for 511 N. Mead be for an initial period of 2 years with the extension of an additional 10 years upon the successful completion of the list of planned improvements.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Prevail Solar Additional Contribution Agreement

**CITY COMMISSION
SPECIAL MEETING MINUTES**

OCTOBER 14, 2024

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City Manager Gamble said the monies paid to the city would be used for improvements within the DDA district. There is a schedule of payments that allows for the initial capital investment. He said there is a pre-payment opportunity that is described in detail in the agreement.

There was a discussion of:

- Public purpose.
 - Infrastructure, parking, but would not include facades.
- The pre-payment.
 - Paid directly to the city and the city commission could direct for certain public improvements (public purposes in the downtown) and the commission would authorize for the use of those funds.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission also approve the Additional Contribution Agreement with Prevail Solar and Authorize the Mayor to sign said agreement.

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Public Comments

Mayor Dzurka asked if there were any public comments.

Mark Holden was present. He asked if they have to come back after two years to do the extension (of the OPRA)?

Treasurer Kinde said as long as all the items said in the resolution were done, we would come back to the city commission for a resolution.

Mayor Dzurka said thank you to the city team and Prevail. We look forward to the continued partnership.

Adjournment

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

YEA: Hufnagel, Ruestman, Gurski, Dzurka, Hyzer

NAY: None

**CITY COMMISSION
SPECIAL MEETING MINUTES**

OCTOBER 14, 2024

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Motion carried.

The meeting was adjourned at 5:45 p.m.

DRAFT



michigan
municipal
league

liability &
property
pool

1675 Green Road
Ann Arbor, MI 48105
P: 734-662-3246
800-653-2483
F: 734-662-8083
mml.org

To: Members of the MML Liability & Property Pool
From: Michael J. Forster, Fund Administrator
Date: September 9, 2024
Subject: Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) incumbent Directors have agreed to seek re-election. You may also write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 8th. Alternately, you may complete your ballot online:

Go to www.mml.org. At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Liability & Property Pool*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Forster".

Michael J. Forster
Pool Administrator
mforster@mml.org

THE CANDIDATES

Three-year terms beginning January 1, 2025

Thad Beard, Manager, City of Rockford



Thad has over 23 years' experience in municipal government and has been the city manager of Rockford since 2017. He previously served as the City of Otsego's manager for 17 years and as the City of Wayland's assistant manager for three years before that. He is a member of the Michigan Municipal Executives and former member of its Board of Directors. Thad grew up in Kalamazoo, received an undergraduate degree from Great Lakes Christian College and a master's degree from Western Michigan University. Thad is seeking election to his second term.

Dan Swallow, Manager, City of Tecumseh



Dan has more than 18 years' experience as a municipal official and has been the City Manager of Tecumseh since 2015. Previously, his government career included tenures with the Toledo Metropolitan Area Council of Governments, Van Buren Township, and as the Economic & Community Development Director for the City of Monroe. He has credentials from the American Institute of Certified Planners (AICP) and actively participates in the Michigan Association of Planning and Michigan Municipal Executives. Dan grew up in the small northeastern Michigan community of Alpena. Dan is seeking election to his second term.

Michigan Municipal League
Liability & Property Pool

OFFICIAL BALLOT - 2024

Vote for two Directors by marking the line to the left of the name for three-year terms beginning January 1, 2025.

____ Thad Beard, Incumbent
Manager, City of Rockford

____ Dan Swallow, Incumbent
Manager, City of Tecumseh

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Director of the Michigan Municipal League Liability & Property Pool.

Official Signature
Date:

**Ballot deadline:
November 8, 2024**

BOARD MEMBERS WHOSE TERMS EXPIRE IN NOVEMBER OF 2024

Board of Review - Three Year Term: Terry Thelen, Mark Crosby

Zoning Board of Appeals - Three Year Term: Anne Rademacher

Brownfield Authority – Three Year Term: Brad Gurski, Robert Craig (1 vacancy to fill)

Planning Commission - Three Year Term: Brian Mills, Mark Holden (1 vacancy to fill)

Parks and Recreation Board - Two Year Term: Peter Motz, William Pioszak, Suzanne Fromson

Parking Committee - Two Year Term: Kerry Nobis, Bob Rehmann (1 vacancy to fill)

LDFA Board – Four Year Term: Tom Bates (1 vacancy to fill & appoint vacancy to fill school representative position)

Board of Ethics: Jackson Mills

Finance Committee – Three Year Term: None

CITY OF ST. JOHNS

2025 HOLIDAY LIST

NON-UNION EMPLOYEES

(13½ DAYS)

1	January 1	Wednesday	New Year's Day
1	January 20	Monday	Martin Luther King Jr.
1	February 17	Monday	Presidents' Day
1/2	April 18	Friday	Good Friday
1	May 26	Monday	Memorial Day
1	June 19	Thursday	Juneteenth
1	July 4	Friday	Independence Day
1	September 1	Monday	Labor Day
1	November 11	Tuesday	Veterans' Day
1	November 27	Thursday	Thanksgiving Day
1	November 28	Friday	In lieu of Columbus Day
1	December 24	Wednesday	Christmas Eve
1	December 25	Thursday	Christmas Day
1	December 31	Wednesday	New Year's Eve

**CITY OF ST. JOHNS
CITY COMMISSION
2025 MEETING DATES**

**6:00 p.m.
Clinton County Courthouse
Board of Commissioners Room
Suite #2200**

Monday, January 27, 2025
Monday, February 24, 2025
Monday, March 24, 2025
Monday, April 28, 2025
Monday, May 19, 2025
Monday, June 23, 2025
Monday, July 28, 2025
Monday, August 25, 2025
Monday, September 22, 2025
Monday, October 27, 2025
Monday, November 24, 2025
Monday, December 8, 2025

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:
Subject: 2024 Awards Luncheon	[] [] []
Prepared by: Mindy Seavey, City Clerk	Approved by: Chad A. Gamble, P.E., City Manager

SUMMARY/HIGHLIGHT: Section #329 (Service Awards) of the Personnel Manual states: The City of St. Johns presents the following service awards to employees at the end of specified years of service:

- 5 years \$25 gift certificate
- 10 years pin
- 15 years pin
- 20 years pin
- 25 years gold ring
- 30 years gold watch
- 35 years clock

For all City of St. Johns employees in good standing, an end-of-year banquet may be held at which certain employees may be recognized for work performance and achievements during the calendar year. This event—and any awards bestowed at said event—is considered part of a city employee’s overall employee compensation package.

BACKGROUND/DISCUSSION: Traditionally, the city holds an awards luncheon in December to celebrate employees reaching those specified years of employment.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: We charge line item #101-101-956.000 and funds have been budgeted this fiscal year for this event.

RECOMMENDATION: Staff recommends that the City Commission authorize funds not to exceed \$1,500 for the annual awards luncheon.

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:
Subject: Holiday Gift per Section #330 of the Personnel Manual	[] n/a [] []
Prepared by: Mindy J. Seavey, City Clerk	Approved by: Chad A. Gamble, P.E., City Manager

SUMMARY/HIGHLIGHT: Section #330 (Holiday Gift) of our Personnel Manual states: An employee of the City of St. Johns may receive a holiday gift during the month of December, at the discretion of the City Manager and City Commission. This gift is considered part of the employee benefit package.

BACKGROUND/DISCUSSION: In the past, the city used to give a ham or turkey from a local grocery store as a holiday gift to employees. It then changed into a \$20 gift card or Chamber Bucks gift card that employees could use towards their holiday meal. Last year employee's were given a \$50 gift card to Kroger with 50% of the gift card being a gift from Kroger.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: In 2024, we estimate approximately \$2,500.00 for the holiday gift. We charge line item #101-101-956.000 and funds have been budgeted this fiscal year for this expenditure.

RECOMMENDATION: Staff recommends that the City Commission approve \$2,500 for use towards leveraging a \$60 Kroger gift card for full-time & regular part-time employees and volunteer firefighters with Kroger donating \$2,000 towards the gift cards.

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Police	Attachments:
Subject: Renewal of Alcohol/Tobacco Prevention Grant	[X] St. Johns Police Dept FY25 SUD Prevention Contract [X] To City Attorney 9/30/24. []
Prepared by: David Kirk, Chief of Police	Approved by: City Manager, Chad A. Gamble, P.E.

SUMMARY/HIGHLIGHT: The Police Department participates in grant funded enforcement activities to reduce youth consumption of Alcohol and Tobacco. The contract with Midstate Health for those operations needs to be renewed annually.

BACKGROUND/DISCUSSION: Due to the nature of this targeted enforcement, the need for the operations is perpetual. There has been consistent success in both enforcement and education to vendors.

STRATEGIC PLAN OBJECTIVE: An ongoing goal for the Police Department is to develop and execute strategies that assist in protecting vulnerable populations, in these instances, our youth, from exposure to harmful and potentially dangerous substances. These operations undoubtedly increase the attention and accountability of retailers relative to the sale of alcohol and tobacco products to minors. Additionally, the operations enlist the assistance of teenage volunteers as well as members of the Clinton County Sheriff's Office. The opportunity to work on collaborative projects and develop working relationships with both groups is also a strategic objective that is important to sustain.

FISCAL IMPACT: The fiscal impact of this grant is very minimal if there is an impact at all. Our staff creates and presents a proposal to Midstate Health which outlines our operational plans as well as expenses that will be incurred during execution. Those expenses include pay for the teenage decoys reimbursement for staff hours spent in coordination, planning and execution for our agency as well as the Clinton County Sheriff's Office. The grant is reimbursement based. This year's request is for \$7,579.00 and it is anticipated that all costs related to it will be reimbursed as submitted.

RECOMMENDATION: Staff recommends that the City Commission approves the renewal of the Alcohol and Tobacco Prevention Grant for fiscal year 2025 and authorize the Mayor to endorse the same.

Fiscal Year 2025 Substance Use Disorder Prevention Services
Contractual Agreement

Between

Mid-State Health Network
530 W. Ionia St., Ste. F
Lansing, MI 48933
517-253-7525

And

St. Johns Police Department

(as a "Subrecipient" as that term is defined in OMB 2 CFR 200 Subpart A;
Assistance Listings #: 93.959)

For the purpose of:
Prevention, Community Recovery, and Collegiate Recovery Services

Payment by:
Cost Reimbursement

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ACRONYM AND GLOSSARY DEFINITIONS

Abuse refers to practices that are inconsistent with sound fiscal, business or medical practices and result in an unnecessary cost to the payor, or in reimbursement for services that are not medically necessary or fail to meet professionally recognized standards for healthcare.

CAIT stands for Community Change, Alternatives, Information and Training. The CAIT License from the state of Michigan Licensing and Regulatory Affairs (LARA) is required for all applicable MSHN contracted prevention programs.

CCAR stands for Connecticut Community of Addiction Recovery training.

CMHSP stands for Community Mental Health Service Program. MSHN has 12 CMHSP partners each of which has a role in being a potential door for clients to access SUD services.

Collegiate Recovery Program cost-reimbursed programs that provide group and individual recovery coach services; education to the college community they serve; provide recovery programming/events on college campus and in local communities; these programs do not provide treatment recovery coach services.

CPC stands for Certified Prevention Consultant through MCBAP.

CPRM stands for Certified Peer Recovery Mentor through MCBAP.

CPS stands for Certified Prevention Specialist through MCBAP.

Community Recovery Program cost-reimbursed programs that provide group and individual recovery coach services; education to larger community they serve; provide recovery programming/events in the community; these programs do not provide treatment recovery coach services.

Cost-Reimbursement means allowable and reasonable costs incurred by a contractor in the performance of a contract are reimbursed in accordance with the terms of the contract.

Covered PROVIDER or PROVIDER means a licensed substance use disorder facility or other health professional, a licensed hospital, or any other health care entity having an Agreement with MSHN to provide Covered Services to consumers enrolled in MSHN.

Development Plan refers to a time-limited, one-time opportunity to gain employment in prevention services prior to having completed the needed professional specialty certification.

DYTUR means Designated Youth Tobacco Use Representative.

Excluded individuals or entities are individuals or entities that have been excluded from participating, but not reinstated, in Medicare, Medicaid, or any other Federal health care programs. Bases for exclusion include convictions for program-related fraud and patient abuse, licensing board actions and default on Health education Assistance Loans.

Fraud means an intention deception or misrepresentation by a person with the knowledge the deception could result in unauthorized benefit to him/herself or some other person. This includes any act that constitutes fraud under applicable Federal or State laws.

FSR means Financial Status Report

MCBAP refers to the Michigan Certification Board for Addiction Professionals

MDHHS refers to the Michigan Department of Health and Human Services (MDHHS).

MSHN – Mid State Health Network – Prepaid Inpatient Health Plan (PIHP) responsible for twenty-one counties in the MSHN region as of January 1, 2014.

MSHN-SUDSP Manual which is incorporated into this agreement by reference and made a part hereof, means policies and procedures established by MSHN and titled “**Mid-State Health Network Substance Use Disorder Services Provider Manual (MSHN-SUDSP Manual)**”, which governs the provision of services covered by this plan by the PROVIDER to the covered consumer.

MPDS – Michigan Prevention Data System – is the State’s web-based data system that captures all direct funded prevention services and specific recovery-based services and community out-reach services.

Peer Support/Recovery Supports are programs designed to support and promote recovery and prevent relapse through supportive services that result in the knowledge and skills necessary for an individual’s recovery. Peer Recovery programs are designed and delivered primarily by individuals in recovery and offer social, emotional, and/or educational supportive services to help prevent relapse and promote recovery.

Prevention refers to activities to educate and support individuals and communities to prevent the use and misuse of drugs and the development of substance use disorders.

Recovery means a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential. SAMHSA states Recovery is built on access to evidence-based clinical treatment and recovery support services for all populations.

RISC means Recovery and Integrated Services Collaborative, a regional effort to embed recovery-oriented systems of care (principles and practices) throughout the service provider network. Collaborative efforts of substance use and mental health providers and comprised of prevention providers, treatment providers, community members, and individuals in recovery.

ROSC refers to Recovery Oriented System of Care which describes a paradigm shift from an acute model of treatment to a care model that views SUD as a chronic illness. A ROSC is a coordinated network of community-based services and supports that is person-centered and builds over a period of months and/or years on the strengths and resilience of individuals, families, and communities to achieve abstinence and improved health, wellness, and quality of life for those with or at risk of alcohol and drug problems.

SPF means Strategic Prevention Framework.

Subrecipient means an entity that expends awards received from a pass-through entity to carry out a project. As defined by Office of Management and Budget (OMB) 2 Code of Federal Regulations (CFR) 200 Subpart A, a subrecipient relationship exists when funding from a pass-through entity is provided to perform a portion of the scope of work or objectives of the pass-through entity’s award agreement with the awarding agency. A pass-through entity is an entity that provides an award to a subrecipient to carry out a project. For purposes of this agreement, “subrecipient” refers to the PROVIDER named on this agreement, where as “pass-through entity” refers to MSHN. See OMB 2 CFR 200 Subpart A for further information.

SUDPDS means Substance Use Disorder Prevention Data System (also referred to as **MPDS**; see above)

SUGE means Substance Use, Gambling and Epidemiology Section; State office formerly known as Office of Recovery Oriented Systems of Care (OROSC).

Synar refers to the congressman who sponsored the amendment aimed at decreasing youth access to tobacco. This amendment requires states to enact and enforce laws prohibiting the sale or distribution of tobacco products to individuals under the age of 21. States must comply with the Synar Amendment in order to receive their full Substance Abuse Prevention and Treatment Block Grant (SABG) awards.

Waste refers to the overutilization of services, or other practices that result in unnecessary costs. Generally not considered caused by criminally negligent actions, but rather the misuse of resources.

FY 2025 CONTRACTUAL AGREEMENT

This Agreement is entered into by Mid-State Health Network (hereinafter referred to as “[MSHN](#)”) and St. Johns Police Department, as the subrecipient as defined in OMB 2 CFR 200 Subpart A, (hereinafter referred to as “PROVIDER”) and is effective from October 1, 2024, through September 30, 2025.

I. GENERAL CONTRACT SUMMARY

MSHN and PROVIDER wish to enter into an Agreement whereby the PROVIDER will render prevention, community recovery, or collegiate recovery services to consumers for whom MSHN arranges such services. The relationship between MSHN and PROVIDER is that of independent contractor and not of employer and employee or principal and agent. Neither party shall give any contrary indication or representation to any covered consumer, to any other consumer or entity, or to the public at large.

Therefore, in consideration of the Agreements set forth below, and intending to be legally bound, MSHN and PROVIDER hereby agree as follows:

- a) **Statement of Work:** PROVIDER agrees to undertake, perform, and complete the services described in Attachment A that is hereby made a part of this Agreement. Additionally, PROVIDER agrees to follow all MDHHS and OROSC technical advisories and policies that are relevant to identified services for which they are contracted.
- b) **Method of Payments and Performance Indicators:** The payment procedures and performance indicators shall be followed as described in Attachment B that is hereby made a part of this Agreement by reference.
- c) **[MSHN-SUDSP Manual](#)** is hereby incorporated into this agreement by reference and made a part hereof. Contractual and data reporting requirements, located in the MSHN-SUDSP Manual, are also made part hereof and incorporated by reference. PROVIDER will provide the information required using the forms and formats required by MSHN as of the effective date of this Agreement. MSHN will not change reporting forms or formats unless extreme circumstances exist or the State or Federal government require a change, in which case MSHN will notify PROVIDER, allowing as much notice as is possible. MSHN reserves the right to modify, add to or delete from the MSHN-SUDSP Manual at any time for any reasons, and that reasonable notice, as circumstances permit, will be provided with as much advance notice as possible to the effective dates of changes.
- d) **Additional Attachments:** PROVIDER is required to comply with language in all attachments, incorporated by reference and made a part hereof, to this contract as they apply.
Attachment A Statement of Work
Attachment B Cost Reimbursement
Attachment C Business Associate Agreement
Attachment - Reporting Requirements for MSHN SUD Providers FY 2025
Attachment - MSHN Training Requirements
- e) **Billing Provisions**
 1. **Invoicing:** PROVIDER shall follow the provision as identified in section IV (d) “Financial Status Report Requirements” as the process for invoicing MSHN.

For cost reimbursement contracts, the PROVIDER may receive 1/12th of the budgeted amount as an advance pursuant to MSHN’s cash advance policy. Subsequent months will be reimbursed based on actual costs, submitted via a Financial Status Report (FSR). The advance must be re-paid to MSHN if the program is terminated.
 2. **PROVIDER Appeal Process:** If MSHN should deny PROVIDER any additional

compensation to which PROVIDER believes it is entitled, PROVIDER shall notify MSHN in writing within thirty (30) days of the date of notification of denial, stating the grounds upon which it bases its claim for such additional compensation. Should MSHN fail to pay or adequately provide for such additional payment to PROVIDER within the thirty (30) days following receipt of notification from PROVIDER, PROVIDER shall have the right and process of appeal as set forth in the Provider Appeals Process defined in the MSHN-SUDSP Manual.

f) **Other Provisions**

1. **Quality Assurance:** PROVIDER shall cooperate with MSHN and participate in and comply with all peer review program, utilization review, quality assurance and/or total quality management programs, audit systems, site visits including fiscal monitoring, grievance procedures, satisfaction surveys and other procedures as established from time to time by MSHN, or as required by regulatory or accreditation agencies. PROVIDER shall be bound by and comply with all final determinations rendered by each such peer review or grievance process. PROVIDER acknowledges and agrees that MSHN may also obtain site review findings and reports regarding the Provider from other PIHPs or CMHSPs, and MSHN may utilize such information in the exercise of its rights under this Agreement. MSHN retains the right to seek additional information or take further actions following the Provider site review, including without limitation conducting follow up site reviews.
2. **Rendering Provider Credentialing and Recredentialing:** PROVIDER agrees to meet MSHN and MDHHS credentialing and recredentialing requirements, required criminal background checks, and accepts and shall abide by all credentialing policies and procedures.

The PROVIDER shall ensure, through credentialing, that the PROVIDER's staff professionals and the PROVIDER's subcontractors and their staff professionals have obtained and maintain all approvals, certifications and licenses required by Federal, State and local laws, ordinances, rules and regulations to practice their professions in the State of Michigan and to perform Medicaid supports/services hereunder. PROVIDER shall ensure credentialing and re-credentialing processes do not discriminate against:

- a. A health care professional solely on the basis of license, registration or certification;
- b. A health care professional who serves high-risk populations or who specializes in the treatment of conditions that require costly treatment

PROVIDER shall not assign a consumer to any practitioner who has not fully complied with credentialing process as outlined in the MDHHS Credentialing and Re-credentialing Process ([Provider Credentialing](#)), the MDHHS-BHDDA Substance Abuse Disorder Policy Manual – Credentialing and Staff Qualification Requirements and MSHN Credentialing and Recredentialing policies and procedures. Rendering providers must meet qualifications outlined in MDHHS Behavioral Health Code Sets, Charts, and Provider Qualifications.

PROVIDER staff cannot provide services if they are not certified or do not have a registered development plan with MCBAP. PROVIDER must notify MSHN once the staff member has achieved certification and/or had their plan registered with MCBAP.

MSHN retains the right to approve, suspend or terminate providers from participation in the Medicaid-funded services (e.g., exclusions from Medicare/Medicaid; specific regional performance issues and/or criminal convictions under sections 1128(a) and 1128(b)(1)(2) or (3).

PROVIDER acknowledges and agrees MSHN or any representative agent shall have the right to review and inspect records related to credentialing activities maintained by PROVIDER relative to its staff and contracted personnel/agencies. To the extent permitted by law, PROVIDER shall make such records available to MSHN or any representative

agent and any governmental agency without charge to MSHN.

3. **Covered Services:** PROVIDER represents and warrants to MSHN that Covered Services shall be provided to all consumers in an appropriate, timely, and cost effective manner. Further, PROVIDER represents and warrants to MSHN that PROVIDER shall furnish such services according to applicable medical, mental health and substance use disorder practices, national standards and applicable laws and regulations.
4. **PROVIDER Training:** PROVIDER agrees to obtain, at its own expense, ongoing training, and supervision according to applicable medical, mental health and substance use disorder practices and the licensing, credentialing or other qualifications policies, procedures or regulations of the State of Michigan and/or MSHN as outlined in Attachment F - MSHN Training Requirements. PROVIDER shall furnish a written summary of such training and supervision efforts to MSHN upon request.
5. **Financial Review:** MSHN conducts annual reviews of all Subrecipients based on its Fiscal Monitoring and Oversight Procedure. In addition, the PROVIDER must submit no later than six (6) months following the close of the provider's fiscal year an independent financial audit, and Single Audit if applicable, conducted by a Certified Public Accounting (CPA) firm. MSHN may waive the CPA firm audit if providers are not currently operating under a Corrective Action Plan (CAP) and their total MSHN payments for the fiscal year in question are less than \$100,000.
6. **IRS Form 990:** PROVIDER that is non-profit tax-exempt organization and required to file IRS form 990 shall submit, upon request of MSHN, a copy of the most recent informational return to MSHN immediately following filing of same. For-profit organizations are required to submit, upon request of MSHN, a copy of their most recent corporate tax return to MSHN following filing of same.
7. **Accounting and Internal Controls:** PROVIDER shall ensure its accounting procedures and internal financial controls conform to generally accepted accounting principles in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified there from. The parties understand and acknowledge that their accounting and financial reporting under this Agreement must be in compliance with MDHHS accounting and reporting requirements OMB 2 CFR 200. PROVIDER shall submit, upon request from MSHN, complete and accurate equipment inventory listing itemizing any equipment purchases made through federal or state funds.
8. **Agency Credentialing Requirements:** PROVIDER agrees to meet criteria for acceptance in the MSHN PROVIDER network including compliance with all applicable Federal and State laws, rules and regulations. PROVIDER shall obtain and maintain during the term of this Agreement all licenses, certifications, registrations, accreditations, authorizations, and approvals required by Federal, State and local laws, ordinances, rules and regulations for the Provider to operate and/or to provide Medicaid programs and supports/services within the State of Michigan. PROVIDER must notify MSHN in the event any license, certification, registration, accreditation, authorization, or approval expires, lapses, or is not renewed. MSHN must recredential PROVIDER biennially. PROVIDER shall provide MSHN with relevant documentation, upon request by MSHN, to support recredentialing reviews.
 - a. **Licensure:** PROVIDER shall maintain all necessary licenses, registrations or certifications as required by the Administrative Rules for Substance Abuse Service Programs in Michigan.
 - b. PROVIDER hereby acknowledges and agrees that MSHN or its designee may share its credentialing information, site review findings and written report with other PIHPs or CMHSPs, upon request and as determined by MSHN, and any written response from the Provider. Notwithstanding anything to the contrary contained in this Agreement, PROVIDER agrees that MSHN may also obtain credentialing information, site review findings and reports regarding the Provider from other

PIHPs or CMHSPs, and MSHN may utilize such information in the exercise of its rights under this Agreement.

9. **Compliance with the MDHHS/PIHP Contract:** It is expressly understood and agreed by the parties hereto that this Agreement is subject to the terms and conditions of the MDHHS/PIHP Contract. The Provider shall comply with any applicable terms or conditions of such contract. The MDHHS Contract is incorporated by reference to this Contract, and by such incorporation, is made part of this Contract. Amendments to the MDHHS Contract are also terms of this Contract. The provisions of this Agreement shall be applicable unless a conflict exists between this Agreement and the provisions of the MDHHS/PIHP Contract. In the event that any provision of this Agreement is in conflict with the terms and conditions of the MDHHS/PIHP Contract, the provisions of said MDHHS/PIHP Contract shall prevail. However, a conflict shall not be deemed to exist where this Agreement:
- a. contains non-conflicting additional provisions and additional terms and conditions not set forth in the MDHHS Contracts;
 - b. restates provisions of the MDHHS/PIHP Contract to afford the Payor the same or substantially the same rights and privileges as the MDHHS; or,
 - c. requires the PROVIDER to perform duties and/or services in less time than required of the Payor in the MDHHS/PIHP Contract.

In addition, the terms and provisions of this contract may be amended, by mutual agreement of the Payor and PROVIDER, from time to time to ensure compliance with any Medicaid contract entered into by the Payor with the Michigan Department of Health and Human Services.

During the current COVID-19 State of Emergency; Federal and/or State policy or Executive Orders issued and in effect beginning on March 10, 2020, including any modifications of such Executive Orders or policies in relation to COVID-19, issued after that date, that provide different guidance or requirements than are currently identified and stated within this agreement and/or PAYOR's policies, procedures, the PROVIDER shall follow the federal and/or state direction and guidance as it relates to the COVID-19 State of Emergency.

10. The Provider's CEO shall inform, in writing, the Payor's CEO of any notice to, inquiry from, or investigation by any Federal, State, or local human services, fiscal, regulatory, investigatory, prosecutory, judicial, or law enforcement agency or protection and/or advocacy organization regarding the rights, safety, or care of a recipient of Medicaid services under this Agreement. The PROVIDER also shall inform, in writing, the Payor's CEO immediately of any subsequent findings, recommendations, and results of such notices, inquiries, or investigations.
11. **Program Compliance:** PROVIDER shall implement and maintain a compliance and program integrity plan that is designed to guard against fraud and abuse in accordance with federal and state law, including but not limited to 42 CFR 438.608 and as included in the MDHHS/PIHP Master Agreement.
- a. The Compliance Plan must meet the requirements within the MSHN Compliance Plan and include, at a minimum, all of the following elements:
 - i. Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable federal and state standards, including but not limited to the False Claims Act (31 USC 3729-3733, the elimination of fraud and abuse in Medicaid provisions of the Deficit Reduction Act of 2005; and the Michigan Medicaid False Claims Act (PA 72 of 1977, as amended by PA 337 of 2005) and the Michigan Whistleblowers Protection Act (PA 469 of 1980).
 - ii. Clearly defined practices that provide for prevention, detection, investigation, and remediation of any compliance related matters.
 - iii. The designation of a compliance officer and a compliance committee that are accountable to senior management;

- iv. Effective training and education for the compliance officer and the organization's employees;
 - v. Effective lines of communication between the compliance officer and the organization's employees;
 - vi. Enforcement of standards through well publicized disciplinary guidelines;
 - vii. Provision for internal monitoring and reporting;
 - viii. Provision for prompt response to detected offenses, and for development of corrective action initiatives.
- b. PROVIDER will submit information on program integrity activities, when requested, to comply with requirements of the Office of Inspector General (Program Integrity Section of the MDHHS/PIHP Master Contract). This may include, but not limited to:
 - i. Identification and investigation of fraud, waste and abuse
 - ii. Audits performed
 - iii. Overpayments collected
 - iv. Corrective Action Plans Implemented
 - v. Provider Dis-Enrollments
 - vi. Contract Terminations
 - c. Upon request, PROVIDER will promptly furnish a copy of the compliance plan to MSHN
 - d. PROVIDER agree to report immediately to the MSHN Compliance Officer any suspicion or knowledge of fraud or abuse, including if possible, the nature of the complaint, the name of the individuals or entity involved in the suspected fraud and abuse, including name, address, phone number, Medicaid identification number and/or any other identifying information. The PROVIDER agrees not to investigate or resolve the alleged fraud and/or abuse, until guidance has been given by the PIHP, and to fully cooperate with any investigation by MSHN, its payers and/or the MDHHS or Office of the Attorney General and with any subsequent legal action that may arise from such investigation.
 - e. PROVIDER who is contracting with MSHN as licensed independent practitioner or individual ancillary service PROVIDER agree to comply with all applicable federal and state standards, including but not limited to the False Claims Act (31 USC 3729-3733, the elimination of fraud and abuse in Medicaid provisions of the Deficit Reduction Act of 2005; and the Michigan Medicaid False Claims Act (PA 72 of 1977, as amended by PA 337 of 2005). The PROVIDER agrees to utilize internal monitoring mechanisms to ensure only valid service claims, free of fraud and abuse, are submitted to MSHN for payment. PROVIDER agrees to immediately report to MSHN any invalid claims for correction and to cooperate with MSHN regarding reclamation of any payments made based upon invalid claims. PROVIDER agrees to implement internal process changes to mitigate the risk of future claims payment issues.
 - f. PROVIDER agrees to immediately notify MSHN's Compliance Officer with respect to any inquiry, investigation, sanction or otherwise from the Office of Inspector General (OIG) or the Attorney General.

II. General Provisions for MSHN

- a) **Payment Timelines:** Cost Reimbursement: MSHN shall make payment to provider within thirty (30) days of MSHN's receipt of the PROVIDER's FSR.
- b) **Advertising:** MSHN will include PROVIDER name, address, and areas of specialization in any directories that it may produce and publish for use by consumers who may directly avail themselves of substance use disorder services that are Covered Services. PROVIDER may include, in its advertising, that it is an authorized PROVIDER of Covered Services for MSHN subject to the provisions of section VI.A.1 of this agreement. PROVIDER may not finance any advertising using MSHN funding.

- c) **Media Campaign:** PROVIDER shall not finance any media campaign using block grant funding without prior approval from MSHN. Advertising about the availability of services within MSHN region is not considered a media campaign.

All media promoting programs funded all or in part by MSHN must acknowledge the funding source by using text or a logo provided by MSHN.

If Provider is planning on conducting a local Media Campaign, all materials must be approved by MSHN and/or MDHHS.

Providers shall submit materials for review and approval along with the MSHN "[SUD Services Media Campaign Request Form](#)" linked to the MSHN website.

III. Medicaid Responsibilities of MSHN

- a) **MSHN shall furnish all of the following to PROVIDER:**

1. **Access Center Phone Number:** An access center telephone number will be available twenty-fours (24) hour per day, seven (7) days per week for network referrals.
2. **30-day Notice:** Thirty-day notice of change in benefits, Covered Services, and all operational policies and procedures with which PROVIDER shall comply as a condition of participation under this Agreement, unless circumstances warrant otherwise.

IV. Prevention / Community Recovery and Collegiate Recovery Services

- a) **Responsibilities of the PROVIDER:**

1. PROVIDER staff receiving funding from MSHN for Prevention Services must be MCBAP certified as a CPS or a CPC or have a registered development plan through MCBAP. With prior approval from MSHN, specifically focused staff may also conduct programming, if staff only provides a single, specific curriculum that they have been trained in by the program developer. A certificate of training completion must be submitted to MSHN.
2. PROVIDER staff receiving funding from MSHN for community recovery services and Collegiate Recovery Services must be MCBAP certified as a CPRM or have successfully completed CCAR training. A certificate of training completion must be submitted to MSHN.

- b) **Service Delivery Pursuant to Plan:** PROVIDER shall deliver prevention, community recovery, or collegiate recovery services pursuant to the plan submitted and based on the Prevention Action Plan of MSHN. PROVIDER should whenever possible, collaborate with local SUD Prevention Coalition in developing their services. PROVIDER must get prior approval from MSHN Prevention Staff to make changes to their annual plan.

- c) **Prevention, Community Recovery and Collegiate Recovery Activity Records:** PROVIDER shall electronically submit a monthly record of prevention activity utilizing the Michigan Prevention Data System [for Substance Use Disorder Services \(MPDS-SUDS\)](#). The PROVIDER should have all monthly activities entered by the tenth (10th) day of the following month. PROVIDER is responsible for reading the [MPDS User Manual for Provider Agencies](#) and input activities according to details outlined in the manual. All MSHN funded staff must have a signed document that they have reviewed the MPDS manual in their agency documents. Provider must indicate actual staff providing services in the system. All direct services paid in full or part with funding received from MSHN, must be entered into the Michigan Prevention Data System. Note: PROVIDER monthly prevention billings will not be processed until all monthly data has been

entered into the MPDS, unless prior approval was granted by MSHN Prevention Specialist. Provider should fill out a MPDS activation form when adding new staff and a MPDS de-activation form when staff leave the program.

- d) **Financial Status Reports Requirements:** PROVIDER shall submit a monthly Financial Status Report (FSR) by the 10th day of each month after the month in which the service was rendered. All reimbursement requests for the fiscal year must be submitted no later than forty-five (45) days following the close of the fiscal year. Any reimbursement requests not submitted by the deadline may not be reimbursed by MSHN.
 - 1. MSHN shall not make any payment for services rendered, which are not consistent with the MSHN approved Annual Plan unless prior approval is received in writing by MSHN prevention staff.
 - 2. PROVIDER and MSHN may amend this plan during the contract Agreement. The Plan shall be consistent with published MSHN requirements and with MDHHS requirements.
 - 3. PROVIDER will adhere to the capped funding levels described in Attachment B.
 - 4. By submitting a request for reimbursement, PROVIDER warrants and represents that the services for which the request is made were provided. MSHN shall have the right to review PROVIDER records, upon reasonable notice and during business hours, to verify that such services were provided and retains the right to disqualify any expenditure claimed that is unallowable or is inconsistent with the terms of this section.
- e) **Meeting Requirements:** PROVIDER staff is responsible for attending, as needed, prevention and Recovery meetings including, but not limited to, quarterly provider meetings.
- f) **Training Requirements:** PROVIDER staff should attend regional training and MDHHS-offered trainings as appropriate. MSHN required trainings must also be completed as outlined in Attachment F - MSHN Training Grid.
- g) **Direct Services Requirements:** It is expected that for each 1.0 full-time employee (FTE) funded by MSHN , a minimum of 600 hours of direct services will be provided. Of those 600 hours, a minimum of 480 should be direct services that are entered into the Michigan Prevention Data System; the other 120 hours should be maintained and submitted as requested on the Additional Units Report (AUR)s.
- h) **Prohibition:** State administered substance use disorder Block Grant funds may not be used to support smoking cessation programs, drug testing, or food.

V. DYTUR OBLIGATIONS: Responsibilities of the PROVIDER

- a) **Designation:** PROVIDER's contracted to provide Designated Youth Tobacco Use Representative (DYTUR) services must be a licensed prevention program, as required by MDHHS, or local health department.
- b) **Required Services:** At a minimum, funded DYTUR services must include; 1) Formal Synar compliance checks with vendors selected during the State random draw, 2) Non-Synar compliance checks (either civilian or in collaboration with law enforcement) with a minimum of 25% of vendors in their county, 3) Vendor education with a minimum of 50% of vendors in their county, 4) Master Retail List clean-up and 5) Community education regarding the Youth Tobacco Act and Synar

amendment.

- c) **Reimbursement:** DYTUR service reimbursement will be based on performance. The PROVIDER will submit a Financial Status Report (FSR) on a monthly basis, with the annual amount reimbursed not to exceed the amount referenced in Attachment B of this Agreement. If a PROVIDER is funded for both general prevention and DYTUR services, they may be combined and submitted on one FSR.
- d) **Performance Criteria:**
 - 1. PROVIDER will identify one (1) staff person to serve as its DYTUR and communicate this information to MSHN.
 - 2. The DYTUR will accomplish Fiscal Year DYTUR Objectives, as submitted to MSHN, either by working cooperatively with existing community organizations, law enforcement agencies, and/or tobacco prevention coalitions, or by helping to establish community tobacco prevention organizations or coalitions.
- e) **Meeting Requirements:** The DYTUR or designee is responsible for attending regional DYTUR meetings. It is strongly encouraged that DYTURs also attend, in person or by teleconference the State DYTUR Meetings.
- f) **Tobacco Compliance Checks:** The DYTUR shall be responsible for conducting a tobacco compliance check in accordance with guidelines set by the Michigan Department of Health and Human Services and communicated to it from time-to-time by MSHN. MDHHS guidelines include, but are not limited to:
 - 1. PROVIDERS must obtain work permits for all youth decoys under the age of 18.
 - 2. PROVIDERS must cover all youth decoys for workman's compensation insurance for youth decoys under the age of 18.
 - 3. PROVIDERS must get parental permission slips signed for decoys under the age of 18.
 - 4. When conducting tobacco compliance checks, DYTURs must not use parents or relatives of the youth decoys to act as chaperones.
 - 5. PROVIDER may use underage decoys ages 16-20. MSHN will assign the age of decoys to each PROVIDER prior to formal Synar checks, as there needs to be an even split of ages throughout the region. Decoys ages 18, 19 and 20 do not need work permits or parental permission and PROVIDERS should follow agency policies in regards to workman's compensation.
- g) **Reporting:** All DYTUR services will be entered in the MPDS by the 10th of the month following the month activity occurred. Services should be entered in the system following guidelines provided by MSHN. Additional DYTUR reports (vendor education, non-Synar, Formal Synar and Yearly Youth Tobacco Report) will be submitted as directed by MSHN. In addition to data entry in the MPDS, prevention providers are also required to complete an annual plan, semi-annual additional unit report, and an annual outcome report.
- h) **Additional Guidelines:** The DYTUR will follow all additional guidelines as published by MSHN. The MDHHS/PIHP contract requires that PIHPs comply with all applicable Federal and State laws, including laws and rules pertaining to worker's compensation. In an effort to confirm that Designated Youth Tobacco Use Representatives (DYTURs) contracting with the PIHPs are compliant with worker's compensation laws, including coverage of students employed (receiving cash payments for services) by DYTURs performing Synar, non-Synar and vendor education activities in which students are utilized, Provider shall maintain and supply to PAYOR upon request, verification of DYTURs coverage compliance.

VI. CONTRACTUAL PROVISIONS

- a) **General Responsibilities of the PROVIDER**

1. **Publication Rights:** Where activities supported by this Agreement produce books, films, or other such copyrighted materials issued by the PROVIDER, the PROVIDER may copyright, but shall acknowledge that MSHN reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and to authorize others to reproduce and use such materials. This cannot include service consumer information or personal identification data. Any copyrighted materials or modifications bearing acknowledgment of MSHN must be approved by MSHN prior to reproduction and use of such materials. The PROVIDER shall give recognition to the MSHN in any and all publication papers and presentations arising from the program and service contract herein; MSHN will do likewise.

In all cases, whether the material is copyrighted or not, the PROVIDER shall acknowledge on all of its publications, reports, brochures, flyers, etc., that public funds, provided by the State of Michigan through MSHN, were used to support the cost of publication and the delivery of the service, program, event, or publication described by it.

2. **Record Retention:** PROVIDER shall maintain adequate program, participant, and fiscal records and files including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. PROVIDER shall assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the services identified in this Agreement will be maintained pursuant to MSHN and MDHHS Record Retention guidelines. Provider shall not store consumers data, nor backup files, in any location that is outside the continental United States. MSHN adheres to MDHHS' [General Schedule #20 – Community Mental Health Services Programs' Record Retention and Disposal Schedule](#), Refer to MSHN's Record Retention Policy.
3. **Notification of Modification:** The Director of the PROVIDER agency shall ensure at least 60 days notification to the MSHN, in writing, of any action by its governing board or any other funding source, which would require or result in significant modification in the provision of services or funding or compliance with the terms and conditions of this contract, its attachments and referenced documents.
4. **Notices to MSHN:** PROVIDER shall notify MSHN within seven (7) business days of any of the following events: (i) of any civil, criminal, or other action brought against it for any reason or any finding of any licensing/regulatory body or accrediting body, the results of which suspend, revokes, or in any way limits PROVIDER authority to render Covered Services; (ii) of any actual or threatened loss, suspension, restriction or revocation of PROVIDER license or ability to fulfill its obligations under this agreement; (iii) of any malpractice action filed against PROVIDER; (iv) of any charge or finding or ethical or professional misconduct by PROVIDER; (v) of any loss of PROVIDER professional liability insurance or any material change in PROVIDER liability insurance; (vi) of any material change in information provided to MSHN in the accompanying PROVIDER Network Application or in the Credentialing Information concerning any PROVIDER; (vii) any other event which limits PROVIDER ability to discharge its responsibilities under this Agreement professionally, promptly and with due care and skill or (viii) PROVIDER is excluded from participation with the Federal procurement programs or any healthcare program (including the Medicare and Medicaid Programs). PROVIDER agrees to furnish MSHN's CEO with immediate notice of any severe incident involving any recipient of SUD services performed under the terms of this agreement.
5. **Notification of Provider Network Changes:** The PROVIDER shall notify MSHN within three (3) days of any changes to the composition of the provider network organizations that negatively affect access to care. PROVIDER shall have procedures to address changes in its network that negatively affect access to care. Changes in provider network composition that MSHN determines to negatively affect recipient access to covered services may be grounds for sanctions (42 CFR 438.207(c)(3)).

6. **Research Restrictions on Human Subjects:** PROVIDER shall notify MSHN who will seek approval, from MDHHS, for any research involving human subjects as defined in the MDHHS-PIHP contract.

B. Assurances of PROVIDER

1. **Compliance with Applicable Laws:** PROVIDER will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this Agreement. In addition, all expenses must meet OMB 2 CFR 200 Subpart E Cost Principles. PROVIDER will also comply with all applicable general administrative requirements such as grant/Agreement principles, and audit requirements, in carrying out the terms of this Agreement.
2. **Non-Discrimination:** PROVIDER shall not discriminate against or grant preferential treatment: to any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, programs and service provided, or any matter directly or indirectly related to employment, in contract solicitations, or in the treatment of any consumer, recipient, patient or referral, under this Agreement, on the basis of race, sex, color, religion, ethnicity, or national origin, age, disability or sex including discrimination based on pregnancy, gender identity and sex stereotyping or otherwise as required by the Michigan Constitution, Article I, Section 26, the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.1101 et seq., PWDCRA and ADA and Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 394, ACA Section 1557. Any breach of this section may be regarded as a material breach of this contract.

PROVIDER shall assure equal access for people with limited English proficiency, as outlined by the Office of Civil Rights Policy Guidance in the Title VI Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency and also in accordance with the ACA Section 1557.

PROVIDER agrees to assure accommodation of physical and communication limitations for consumers served under this contract. In accordance with 42 CFR 438.6(m), PROVIDER must assure that the recipient is allowed to choose his or her health care professional to the extent possible and appropriate.

Assurance is given that proactive efforts will be extended in subcontracting to minority-owned, women-owned, and handicapped-owned businesses in accordance with ethical affirmative action practices. Discriminating against any of these people groups is prohibited and a material breach of contract.

3. **Ownership and Control Interests:** By signing this agreement, assurance is hereby given to MSHN that PROVIDER will comply with Federal regulation 42 CFR 438.610 and certifies that it
 - a. Has not been convicted of certain crimes as described in section 1128(b)(8)(B) of the Act
 - b. Is not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulations or from participating in non-procurement activities under the regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549;
 - c. Is not excluded from participation in any Federal health care program under section 1128 or 1128A of the Social Security Act.
 - d. Will immediately disclose any proposed or actual suspension, exclusion or sanction from any health care program funded in whole or in part by the Federal or State government, including Medicare or Medicaid, to MSHN.

4. **Prohibited Relationships:** PROVIDER will not have a “relationship” with any individual or entity that is excluded from participating in any federal health care program under section 1128 or 1128A of the Social Security Act. A “relationship” means someone who the PROVIDER interacts with in any of the following capacities:
 - a. A director, officer, or partner of the PROVIDER;
 - b. A subcontractor of the PROVIDER;
 - c. A person with beneficial ownership of five (5) percent or more of the PROVIDERs equity; or
 - d. A provider or person with an employment consulting or other arrangement for the provision of items and services which are significant and material to obligations under the PROVIDER contract.

If MSHN finds the PROVIDER has a prohibited relationship as defined above, MSHN:

- a. May continue an existing agreement with the PROVIDER unless the State directors otherwise; and
 - b. May not renew or otherwise extend the duration of an existing agreement with the PROVIDER unless the State provides to MSHN a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.
5. **Debarment and Suspension:** PROVIDER will comply with 45 CFR Part 76 and certifies to the best of its knowledge and belief that it, including its employees and subcontractors:
 - a. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section i, and;
 - c. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
 6. MSHN requires the PROVIDER to provide written disclosure in the case that any of the following is or becomes affiliated with any individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549:
 - a. Any director, officer, or partner;
 - b. Any subcontractor;
 - c. Any person with ownership of 5% or more of the PROVIDER equity;
 - d. Any party to an employment, consulting, or other agreement with the PROVIDER for the provision of contract items or services.
 7. MSHN requires PROVIDERS to disclose information on individuals or corporations with an ownership and control interest in the PROVIDER to MSHN at the following times:
 - a. When the PROVIDER submits a proposal in accordance with MSHN’s procurement process;
 - b. When the PROVIDER executes a contract with MSHN;
 - c. When the MSHN extends or renews and contract; and
 - d. Within 35 days after any change in ownership of the PROVIDER.

8. **Exclusions Monitoring:** At the time of employment or establishment of an agreement or

contract with a licensed independent health care practitioner (a licensed physician or fully licensed psychologist), director, or manager of PROVIDER, an individual with beneficial ownership of five percent or more, or an individual with a consulting, or other arrangement (e.g., sub-contract) with PROVIDER, for the provision of items or services that are significant and material to PROVIDER obligations under its contract (e.g., as defined in Attachment A) with MSHN, PROVIDER must search, at least on a monthly basis, the following exclusion databases:

- a. The Office of Inspector General's (OIG) exclusions database at <http://www.oig.hhs.gov> to ensure the individual or entity has not been excluded from participating in federal health care programs;
- b. The United States General Services Administration (GSA) <http://www.sam.gov> to ensure the individual or entity has not been excluded from federal programs;
- c. The State sanctioned list is at the Michigan Department of Health and Humans Services (MDHHS) [List of Sanctioned Providers.](#)

PROVIDER must make a monthly search for all excluded parties using all lists provided here in addition to any/all other state and federal lists that may become available PROVIDER will maintain documentation of the completion of such checks and make them available to MSHN for inspection.

9. **Disclosure Requirements:** PROVIDER shall comply with federal regulations to obtain, maintain, disclose, and furnish required information about ownership and control interests, business transactions, and criminal convictions as specified in 42 C.F.R. §455.104-106 by completing Attachment D – Disclosure of Ownership, Controlling Interest Statement. In addition, PROVIDER shall ensure that any and all contracts, agreements, purchase orders, or leases to obtain space, supplies, equipment or services provided under the Medicaid agreement require compliance with 42 C.F.R. §455.104-106. PROVIDER must require staff members, directors, managers, or owners or contractors, for the provision of items or services that are significant and material to PROVIDER obligations under its contract with MSHN, to disclose all felony convictions and any misdemeanors for violent crimes to PROVIDER. PROVIDER employment, consulting or other agreements must contain language that requires disclosure of any such convictions to PROVIDER.
10. **Notice Requirements:** PROVIDER must notify MSHN CEO immediately if:
 - a. any licensed independent health care practitioner, director, or manager of the PROVIDER, an individual with beneficial ownership of five percent or more, or an individual with, a consulting or other arrangement with PROVIDER, for the provision of items or services that are significant and material to PROVIDER obligations under its contract with MSHN are on any of the aforementioned exclusions databases;
 - b. PROVIDER has taken any administrative action that limits employee, director, manager, owner, consultant or other contractor participation in the Medicaid program, including any conduct that results in suspension or termination of such individuals or entities.
 - c. Any disclosures are made with regard to the ownership or control by a person that has been convicted of a criminal offense described under sections 1128(a) and 1128(b)(1), (2), or (3) of the Act, or that have had civil money penalties or assessments imposed under section 1128A of the Act. (See 42 CFR 1001.1001(a)(1): or
 - d. Any staff member, director or manager, individual with beneficial ownership of five percent or more, or an individual with an employment, consulting, or other arrangement with the PROVIDER has been convicted of a criminal offense described under sections 1128(a) and 1128(b)(1), (2), or (3) of the Act, or that have had civil money penalties or assessments imposed under section 1128A of the Act. (See 42 CFR 1001.1001(a)(1)).

11. **Acceptance of Reimbursement Requests:** MSHN will not accept reimbursement requests from PROVIDER for any items or services furnished, ordered, or prescribed by excluded individuals or entities. In the event PROVIDER has not made required disclosures, MSHN will not be held financially liable to accept PROVIDER reimbursement requests from excluded individuals or entities. If payment had been disbursed to PROVIDER prior to MSHN receiving required disclosures of excluded individuals or entities, PROVIDER shall reimburse MSHN total actual cost(s) of identified reimbursement requests.

12. **Subcontracts:** PROVIDER shall not subcontract any portion of this agreement without the written authorization of MSHN. However, any such subcontract shall not terminate the legal responsibility of the Provider to assure that all services required of it hereunder are fulfilled. The Provider agrees that any such subcontract shall:
 - a. Be in writing, and include a full specification of the subcontracted services;
 - b. Contain a provision stating that this Agreement is incorporated by reference into the subcontract and made a part thereof;
 - c. Contain a provision stating that the subcontract is subject to the terms and conditions of this Agreement, and expressly incorporating this Agreement into the subcontract; and,
 - d. Contain all subcontracting requirements of the MDHHS/PIHP Contract, under applicable sections, "SUBCONTRACT".

The Provider, as a prime subcontractor of the Payor, is responsible under this Agreement for primary verification that the Provider's contracting procedures meet the MDHHS's requirements of the Payor as set forth in the MDHHS/PIHP Contract and that each of the Provider's subcontractors and each of its subcontracts therefore meet the requirements under this Agreement.

13. **Health Insurance Portability and Accountability Act:** To the extent that this act is pertinent to the services that the PROVIDER provides under this contract, the PROVIDER assures that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (The HITECH Act) of Title XIII, Division A of the American Recovery and Reinvestment Act of 2009, and related regulations found at 45 CFR Parts 160 and 164, including the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), the Security Standards for the Protection of Electronic PHI (Security Rule), and the rules pertaining to Compliance and Investigations, Imposition of Civil Money Penalties, and Procedures for Hearings (Enforcement Rule), as amended from time to time, (hereafter collectively referred to as "HIPAA Regulations"); the Federal Confidentiality Law, 42 USC §§ 290dd-2 and underlying Regulations, 42 CFR Part 2 ("Part 2"). This includes the distribution of consumer handbooks and PROVIDER directories to consumers, and/or the MSHN HIPAA Privacy Notice.

14. **Tobacco-free Environment Federal Requirement/Pro-Children Act:** The Contractor also assures, in addition to compliance with P.L. 103-227, any services or activity funded in whole or in part through this Contract will be in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Contractor. If activities or services are delivered in facilities or areas that are not under the control of the Contractor (e.g., a mall, restaurant, or private work site), the activities or services shall be smoke-free.

C. Termination

1. **By Either Party Without Cause:** This Agreement may be terminated by either party without regard to breach or other cause, and without liability by reason of such termination, upon ninety (90) days prior written notice to the other party.

2. **By Either Party for Breach:** This Agreement may be terminated on thirty (30) days prior written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the thirty (30) day period.
3. **By MSHN:** This Agreement may be terminated immediately without further liability on the part of MSHN, if PROVIDER or an official of PROVIDER or an owner is convicted of any activity in the above-referenced sections of this Agreement during the term of this Agreement or any extension thereof. This agreement may be terminated immediately by MSHN without further liability in the event of unavailability, reduction, or loss of funding whatever the cause.
 - a. **Final Reporting Upon Termination:** Should this Agreement be terminated by either party, within sixty (60) days after the termination, PROVIDER shall provide MSHN with all financial, performance, and other reports required as a condition of this Agreement. MSHN will make payments to PROVIDER for allowable reimbursable costs not covered by previous payments or other State or Federal programs. PROVIDER shall immediately refund to MSHN any funds not authorized for use and any payments or funds advanced to PROVIDER in excess of allowable reimbursable expenditures. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.
 - b. **Severability:** If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver, or invalidity shall not affect other remaining provisions of this Agreement.
 - c. **Amendments:** Any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement.
 - d. **Liability:** All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by PROVIDER in the performance of this Agreement shall be the responsibility of the PROVIDER, and not the responsibility of MSHN, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of PROVIDER, any subcontractor, anyone directly or indirectly employed by PROVIDER, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to PROVIDER or its employees by statute or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction, to be carried out by MSHN in the performance of this Agreement, shall be the responsibility of MSHN and not the responsibility of PROVIDER if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any MSHN employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by MSHN and PROVIDER in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by MSHN and PROVIDER in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the MSHN, PROVIDER, the State, its agencies or their employees, respectively, as provided by statute or court decisions.

- e. **Conflict of Interest:** Both parties of this Agreement are subject to the provisions of P.A. 317 of 1968, as amended, MCL 15.321 et seq, and 1973 PA 196, as amended, MCL 15.341 et seq.

- f. **State of Michigan Agreement:** This is a State of Michigan Agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.
- g. **Confidentiality:** PROVIDER shall assure that medical services to and information contained in medical records of consumers served under this Agreement, or other such recorded information required to be held confidential by Federal or State law, rule or regulation, in connection with the provision of services or other activity under this Agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of the consumer except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular consumers. PROVIDER must assure compliance with Federal requirements contained in 42 CFR, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Final Rule, June 9, 1987 and HIPAA Privacy and Security Regulations. Provider shall not store consumers data, nor backup files, in any location that is outside the continental United States.
- h. **Assignability:** PROVIDER cannot assign this contract to another party.

D. Continuation of Contractual Agreement

In the event that it is the intent of MSHN to initiate a new Agreement, and a new Agreement is not executed by the expiration date of this Agreement, the terms, conditions and funding levels for program(s) contained herein, may be extended as determined necessary by written authorization from MSHN, subject to the availability of funds. This continuation period is not to exceed two consecutive ninety (90) day periods, unless otherwise specifically provided for.

E. Liability Insurance

PROVIDER shall maintain professional liability coverage which provides a minimum coverage of \$1,000,000 per claim and \$3,000,000 in the aggregate, with respect to any claim or claims that may arise out of any malpractice, professional liability, negligence, act or omission caused or alleged to have been caused by the insured PROVIDER or by their employees or agents in the performance of or omission of any duty assumed by PROVIDER, its employees, or agents or in connection herewith. Commercial General Liability Insurance of \$1,000,000 per claim and \$2,000,000 in the aggregate. Insurance policy shall be endorsed to include coverage for sexual abuse and molestation that applies to any PROVIDER with responsibility for consumer interaction in person. Privacy and Security Liability (Cyber Liability) Insurance: Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate; PROVIDER must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

PROVIDER shall maintain unemployment compensation insurance, workers' compensation insurance and auto insurance (when applicable) for all of PROVIDER 's employees in accordance with the requirements of all applicable Federal and State laws and regulations, including without limitation the Michigan Workers' Disability Compensation Law.

PROVIDER agrees that insurance companies authorized to do business in the State of Michigan shall issue all insurance policies required hereunder. PROVIDER shall give MSHN written notice of any changes in or cancellation of the insurance policies, required to be maintained by PROVIDER, at least thirty (30) days before the effective date of such changes or cancellations.

Notwithstanding the foregoing, if PROVIDER elects not to procure and maintain such insurance, PROVIDER may satisfy the insurance requirement by either (i) purchasing self-insured retention

("SIR") policy on such terms and conditions as MSHN determines to be sufficient to satisfy the foregoing insurance requirements; or (ii) placing in escrow an amount equal to the insurance limits in escrow with an independent third party pursuant to the terms of an escrow agreement, as agreed upon by MSHN and PROVIDER.

F. Resolution of Disputes

1. Every attempt shall be made to jointly resolve contract and service issues/disputes between MSHN and PROVIDER.
2. Unresolved contract issues, as to specific provisions of this Agreement and implementation thereof, and/or service disputes hereunder shall be referred to MSHN's CEO for a final determination in accordance with the MSHN PROVIDER Appeal Policy and Procedure. MSHN's CEO shall furnish PROVIDER's CEO/Director with written notice of any such final determination hereunder.
3. Each party hereto maintains the right to seek recourse, at its options, through legal remedies in a court of competent jurisdiction.
4. Notwithstanding any other provision in this Agreement, the parties hereto agree that the payments from MSHN to the PROVIDER under this Agreement shall not be stopped, interrupted, reduced, or otherwise delayed as a consequence of the pendency of any dispute arising under this Agreement.

G. Special Conditions

1. **Block Grant:** This Agreement is conditionally approved subject to and contingent upon the availability of block grant funds. In the event that claims for services exceed block grant funding available to MSHN, MSHN shall not be liable for the payment of claims made in excess of available funds. It is understood that authorization of services is not a guarantee of payment. In addition, should block grant funds be used by PROVIDER to deliver the services identified within this agreement, PROVIDER must ensure that Block Grant Funds shall not be used to:
 - a. Pay for inpatient hospital services except under conditions specified in federal law
 - b. Make cash payments to intended recipients of services
 - c. Purchase or improve land, purchase, construct, or permanently improve and building or any other facility, or purchase major medical equipment
 - d. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of funds
 - e. Provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs
 - f. Enforce state laws regarding the sale of tobacco products to individuals under the age of 21
 - g. Pay the salary of an individual at a rate in excess of [Level I of the Federal Executive Schedule](#), or approximately \$235,600
2. **Accepted Proposal Applicability:** The proposal submitted by PROVIDER and accepted by the MSHN describing the services and programs to be delivered under this agreement are contractual obligations of the PROVIDER. The accepted proposal is incorporated into this agreement by reference and is a part hereof.

H. Contract Remedies and Sanctions

1. **Contract Non-Compliance:** MSHN may use a variety of means to assure implementation of and compliance with contract and/or reporting requirements, policies, procedures, performance standards and indicators and other mandates of the MSHN. MSHN shall

pursue remedial action and possible sanctions as needed, on a progression basis, to resolve outstanding issues, contract, policy, procedure violations or performance concerns. In the event of non-compliance by the PROVIDER and/or its subcontractors, MSHN may take any of the following actions:

- a. Discussion with the PROVIDER to identify potential barriers to effective performance and to identify and implement mutually agreeable solutions to performance problems.
- b. Require a corrective action plan and specified status reports that become a contract performance expectation.
- c. The withholding of payment, in the event that the above noted items have not been successful, the withholding of payment shall be in accordance with MSHN [Compliance: Provider Contract Non-Compliance Procedure](#). Prior to withholding payment, MSHN will give sixty (60) days' notice to allow for a period of correction, except for occurrences of required reports not being submitted as outlined in Section H.2 – Delinquent Reports.
- d. Recoupment of monies from disbursement.
- e. Revocation or suspension of identified applicable delegated functions and/or authorizations until such time as the non-compliance issue(s) have been corrected.
- f. Contract termination in instances of material breach, or where the identified steps above have not resolved the deficiency.

2. **Delinquent Reports:** For sanctions related to required reporting compliance issues as indicated in the Delinquency Procedure for SUD Providers and on Attachment “Reporting Requirements for MSHN SUD Providers FY2025” and/or other reporting requests with due date(s), and/or requested information with due date(s), MSHN may delay scheduled payment to the PROVIDER if not submitted on time as indicated on Attachment “Reporting Requirements for MSHN SUD Providers FY 2025” and/or other reporting requests with due date(s), and/or requested information with due date(s), until such time as compliance is achieved. (NOTE: MSHN may apply this sanction in a subsequent payment cycle should the required reports, as indicated on Attachment “Reporting Requirements for MSHN SUD Providers FY 2025” and/or other reporting requests with due date(s), and/or requested information with due date(s), not be submitted as required).

I. Special Certification

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official, or contractor. PROVIDER further acknowledges that they have reviewed the [MSHN-SUDSP Manual](#).

MSHN

By:  _____

Its: Chief Executive Officer

Printed Name: Joseph Sedlock

Date: 9.12.24

St. Johns Police Department

By: _____

Its: _____

Printed Name: _____

Date: _____

ATTACHMENT A: STATEMENT OF WORK

1. [MSHN-SUDSP Manual](#): PROVIDER will comply with all requirements and procedures contained within the MSHN-SUDSP Manual. The MSHN SUDSP Provider Manual is incorporated into this agreement by reference and made a part hereof.
2. **Communicable Diseases:** P.A. 368 requires that health professionals comply with specified reporting requirements for communicable diseases and other health indicators. PROVIDER is required to ensure the confidentiality of identified HIV-positive consumers, and must have procedures and/or policies to ensure protection of the consumer's HIV status. PROVIDER must assure that all prevention staff attend communicable diseases trainings as required. The Level One training can be found online-
3. **Consumer Satisfaction Surveys:** Prevention PROVIDER is required to collect consumer satisfaction with programming. This may be collected through adding one or two questions on post-test or program evaluation forms. PROVIDER acting as their County's SUD Coalition Coordinator should also conduct a yearly evaluation of the coalition.
4. **Data Reporting Requirements:** PROVIDER must comply with data reporting requirements contained in this contract. The PROVIDER is responsible for submitting timely reports to the PAYOR, as may from time to time be required by the PAYOR, complying with all reporting requirements as specified in this agreement, the MDHHS/PIHP Master Agreement, MSHN SUD Providers Manual and the MDHHS SUD Provider Manual and Requirements.
5. **Notice of Funding Excess or Insufficiency:** PROVIDER, if applicable, should advise MSHN in writing by March 30th and immediately any time thereafter if the amount of MSHN funding appears to be insufficient.
6. **Hypodermic Needles:** PROVIDER assures that no Federal, or State, funds will be used to provide consumers with hypodermic needles or syringes enabling such consumers to use illegal drugs.
7. **Charitable Choice (Faith-based PROVIDER Only):**
 - a) Regulations:
 - i. The faith-based organization is based on the self-identification as a faith-based organization.
 - ii. The faith-based organization is eligible to participate as a network PROVIDER.
 - iii. Consumers receiving services from a faith-based organization who objects to the religious character has a right to notice, referral, and alternative services that meets the standards of timeliness, capacity, accessibility, and equivalency.
 - iv. The transferring faith-based organization PROVIDER must notify the alternative PROVIDER, and
 - v. Notify MSHN UM Department (Access Center) of the transfer. Utilizing the REMI System can help facilitate this transfer.
 - b) Procedures: Under Charitable Choice, States, local governments, and religious organizations, such as SAMHSA grant recipients (including faith-based PROVIDER s) must:
 - i. Provide notice to all potential and actual consumers of their right to alternative services.
 - ii. Refer program consumers to alternative services as needed / requested.
 - iii. The notice is to read, "No PROVIDER of substance use disorder services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If you object to the religious character of this organization, Federal law gives you the right to a referral to another PROVIDER of substance use disorder services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after your request them. The alternative PROVIDER must be accessible to you and have the capacity to provide substance use disorder services. The services provided to you by the alternative PROVIDER must be of a value not less than the value of the services you would have

received from this organization.”

8. **ROSC Participation:** MSHN will continue leading the journey of transformational system change to build a better, more Recovery Oriented Systems of Care (ROSC) in the region. This systems change will be inclusive and a long-term process that will entail changes not only for PROVIDER of services and supports but for all parts of the system including fiscal, policy, regulatory and administrative strategies. MSHN wants to ensure that this process represents a broad range of stakeholder viewpoints.
- a) We believe in the value of collaboration and cooperation of efforts in order to effect positive change in communities/counties. We will act consistent with this belief and expect that you join us.
 - b) We believe the process of systems change is really a process of community change. It requires the united passion, critical thinking, and collaboration of a variety partners in all of our communities/counties. We will act consistent with this belief and ask that you join us.
 - c) We believe recovery exists on a continuum of improved health and functioning in which there are a variety of diverse roles for all involved to provide input. These roles include prevention and treatment PROVIDERs, peer support specialists, community based support services, and others. All of these roles are equally appreciated, valued, and needed in order to promote sustained health and wellness in our communities/counties. We will act consistent with this belief and ask that you join us.
 - d) We believe that only together can we make sustained recovery a reality for individuals, families, and communities in the communities/counties we serve. We ask that you join us and accept our commitment to act consistent with this belief.

Therefore, all PROVIDER partners shall engage in this process; shall participate and provide input in the development of Recovery Oriented Systems of Care (ROSC) for the region and at local/county levels.

MSHN asks that PROVIDER partner identify a minimum of one representative to participate in MSHN-convened ROSC meetings. Participation can be defined as in person, by phone, videoconference, or connection through email list-serve.

ATTACHMENT B: COST REIMBURSEMENT

FY 2025 PREVENTION FUNDING ALLOCATION SUMMARY St. Johns Police Department

Cost-Reimbursement

A total cost estimate is determined before contract work commences. The contractor cannot exceed the maximum without the contracting officer's permission. The final pricing will be determined when the contract is completed, or at some other previously established date in the contracting period.

Provider must administer activities and programs as approved by MSHN in their annual plan. If provider wishes to add, delete or modified approved programming, they must receive written permission from MSHN Prevention Staff. If provider is the designated fiduciary for discretionary coalition funding, provider should provide coalition members with a budget update as a standing agenda item on coalition agenda. All coalition approved expenditures of these funds should be identified in coalition minutes.

SUD Services (By Fund Type)	
Cost Reimburse (Block Grant – COVID-BG; Medicaid; Healthy Michigan; PA2)	DYTUR/SYNAR activities, Alcohol Vendor Education and Compliance Checks.
SOR Grant (Assistance Listings # 93.788)	
Cost Reimburse (Tobacco Grant)	
Cost Reimburse (ARPA Grant)	

- **State Opioid Response Grant** MSHN may utilize specialty grant funding to support the expansion of SUD treatment, prevention, and recovery services for priority populations. By contracting to conduct grant-funded services, providers acknowledge acceptance of the terms and conditions of the corresponding notice of award/funding opportunity (NOA/NOFO). Additional reporting may be required. As a recipient of federal grant funds, Provider shall comply with appropriations law and to make sure that federal grant dollars are being spent efficiently and wisely, and support the: Executive Order on Promoting Efficient Spending (EO 13589); Executive Order on Delivering an Efficient, Effective, and Accountable Government (EO 13576); Office of Management and Budget (OMB) Memorandum on Eliminating Excess Conference Spending and Promoting Efficiency in Government (M-11-35 - PDF); and OMB Memorandum on Promoting Efficient Spending to Support Agency Operations (M-12-12 - PDF) and OMB M-17-08 which amends M-12-12 (M-17-08 - PDF). These policy revisions are effective immediately and apply to all sources of funds (whether from an annual appropriation, multi-year appropriation, no year appropriation, appropriated user fee, mandatory appropriation, gift funds, or reimbursements from such appropriations, etc.), as well as non-appropriated funds, i.e., those set by law, etc.
- Provider must utilize third party and other revenue realized from the provision of services to the extent possible and use SAMHSA/other grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Provider is also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients.
- Grant funds may be used to supplement or expand existing activities. Grant funds may not be used to supplant current funding of existing activities. "Supplant" is defined as replacing funding of a recipient's

existing program with funds from a local or federal grant.

- Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . and public policy requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
- Grant funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid and stimulant misuse issues. If an opioid misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioid or stimulant misuse shall not receive treatment or recovery services with grant funds.
- Provider may not use grant funds for DATA waiver training.
- Funds may not be expended through the grant by Provider which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproprietary formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual’s opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MAT must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MAT as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber’s recommendation or valid prescription.
- Federal grant funds must be used primarily for direct services, and Provider may use no more than 10 percent of the total grant award for the budget period for administrative costs (indirect cost) and the types of infrastructure development to support the direct service expansion.
- Federal grant funds may not be used for gift cards, incentives, and/or [promotional items](#). Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

SUD Services Funding (By Fund Type)	
Cost Reimbursement (Block Grant; COVID-BG)	\$0
SOR Grant (Assistance Listings # 93.788)	\$0
Cost Reimburse (Tobacco Grant)	
Cost Reimburse (ARPA Grant)	\$0
PA2	\$7,579
GRAND TOTAL COST REIMBURSEMENT ALLOCATION	\$7,579

ATTACHMENT C: HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Addendum”) supplements and is incorporated into the agreement between the MSHN (COVERED ENTITY) and the Provider (St. Johns Police Department; BUSINESS ASSOCIATE OR “BA”), and is effective as of the date of the use or disclosure of Protected Health Information (“PHI”) as defined below (the “Addendum Effective Date”).

WHEREAS, the Parties wish to enter into or have entered into the Agreement whereby Business Associate will provide certain services to, for, or on behalf of Covered Entity which may involve the use or disclosure of PHI, and, in such event, pursuant to such Agreement, Business Associate may be considered a “Business Associate” of Covered Entity as defined below;

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with, to the extent applicable, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Standards for Privacy of Individually Identifiable Health Information promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR Part 160 and Part 164 (the “Privacy Rule”), the Standards for the Security of Electronic Protected Health Information promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR Part 160, Part 162, and Part 164 (the “Security Rule”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”);

WHEREAS, the purpose of this Addendum is to satisfy, to the extent applicable, certain standards and requirements of HIPAA, the Privacy Rule, the Security Rule and the HITECH Act, including applicable provisions of the Code of Federal Regulations (“CFR”);

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the Parties agree as follows:

1. Definitions.

a. “Business Associate” in addition to identifying one of the Parties to this Addendum as set forth above, shall have the meaning given to such term under 45 CFR § 160.103.

b. “Breach” means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E of 45 CFR Part 164 which compromises the security or privacy of PHI:

(i) For purposes of this definition, compromises the security or privacy of the protected health information means poses a significant risk of financial, reputational, or other harm to the individual.

(ii) A use or disclosure of protected health information that does not include the identifiers listed at 45 CFR 164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the protected health information.

The term “Breach” excludes:

(i) Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of 45 CFR Part 164.

(ii) Any inadvertent disclosure by a person who is authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of

such disclosure is not further used or disclosed in a manner not permitted under subpart E of 45 CFR Part 164.

(iii) A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

c. “Covered Entity” in addition to identifying one of the Parties to this Addendum as set forth above, shall have the meaning given to such term under 45 CFR § 160.103.

d. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

e. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium, including paper record, audio recording, or electronic format:

(i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care (which includes care, services, or supplies related to the health of an individual) to an individual; or the past, present or future payment for the provision of health care to an individual; and

(ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and

(iii) that shall have the meaning given to such term under 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

f. “Electronic Protected Health Information” or “ePHI” means PHI transmitted by, or maintained in, electronic media, as defined in 45 CFR § 160.103.

g. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502.

h. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

i. “Secretary” shall mean Secretary of the Department of Health and Human Services or designee.

j. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined in 45 CFR § 164.304.

k. “Unsecured Protected Health Information” or “UPHI” shall mean unsecured PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

l. “Catch-All Definition” Terms used, but not otherwise defined in this Addendum shall have the same meanings as those terms in the Agreement, the Privacy Rule, the Security Rule, or the HITECH Act, as the case may be.

2. Rights and Obligations of Business Associate.

a. Permitted Uses and Disclosures. Except as otherwise Required by Law or limited in this Addendum or the Agreement, Business Associate may use or disclose PHI as permitted by the Privacy Rule and to

perform functions, activities, or services to, for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if made by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Business Associate may use or disclose PHI for the proper management and administration of the Business Associate as permitted by the Privacy Rule.

b. Nondisclosure. Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum or the Agreement or as Required by Law.

c. Safeguards. Business Associate shall use appropriate and reasonable safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. To the extent applicable, Business Associate shall comply with the Security Rule's administrative, technical and safeguard requirements. In addition, to the extent applicable, Business Associate shall implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity and shall maintain and implement reasonable policies and procedures that prevent, detect, contain and correct security violations of ePHI. Risk analysis is a requirement in § 164.308(a)(1)(ii)(A). Conducting a risk analysis is the first step in identifying and implementing safeguards that comply with and carry out the standards and implementation specifications in the Security Rule. Business Associate shall attest to conducting an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by the Business Associate. Business Associate shall make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary for the purpose of determining Covered Entity's compliance with the Security Rule.

d. Reporting of Disclosures. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware. In addition, from and after execution of this Addendum, Business Associate shall report to Covered Entity any Security Incident of which it becomes aware.

e. Notification in Case Breach. If Business Associate and/or Covered Entity access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose UPHI, and Business Associate becomes aware of a Breach of such UPHI, Business Associate shall notify Covered Entity of such Breach in writing within thirty (30) days of discovery of such Breach. Such notice shall include the identification of each individual whose UPHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Breach.

f. Business Associate's Agents. Business Associate shall ensure that any agents, including sub Providers, to whom Business Associate provides PHI received from (or created or received by Business Associate on behalf of) Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI. In addition, Business Associate shall ensure that any agent, including a sub Provider, to whom it provides ePHI received from Covered Entity agrees to implement reasonable and appropriate safeguards to protect it.

g. Access to PHI. To the extent applicable, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 (if Business Associate has PHI in a Designated Record Set).

h. Amendment of PHI. To the extent applicable, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

i. Documentation and Accounting of Disclosures. To the extent applicable, Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. To the extent applicable, Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information

collected in accordance with this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. Internal Practices. Subject to any applicable legal privilege, and, if required by law, to the extent consistent with ethical obligations, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available, within 15 business days, to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with HIPAA and the Privacy Rule.

k. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.

3. Obligations of Covered Entity.

a. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

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

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

d. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if made by Covered Entity, to the extent that such change may affect Business Associate's use or disclosure of PHI.

e. Covered Entity shall use appropriate and reasonable safeguards to prevent use or disclosure of PHI. Covered Entity shall comply with the Security Rule's administrative, technical and safeguard requirements. In addition, Covered Entity shall implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits and shall maintain and implement reasonable policies and procedures that prevent, detect, contain, and correct security violations of ePHI. Covered Entity shall make its policies, procedures, and documentation required by the Security Rule relating to the Safeguards available to the Secretary for the purpose of determining Covered Entity's compliance with the Security Rule.

f. Covered Entity agrees to mitigate, to the extent practicable, any harmful effect that is known to Covered Entity of a use or disclosure of PHI or a Breach of UPHI by Covered Entity in violation of legal requirements.

g. Covered Entity agrees to ensure that any agent, including a sub Provider, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. Covered Entity shall comply with the administrative requirements set forth in the HIPAA Privacy Rule Part 164.

4. Term and Termination.

a. Term. The Term of this Addendum shall become effective as of the Effective Date of the preceding agreement that this addendum is incorporated into and shall terminate upon the termination date identified in the preceding agreement **AND** when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, the parties agree that the protections, limitations, and

restrictions contained in this Addendum shall be extended to such information, in accordance with the termination provisions of this Section. The provisions of this Addendum shall survive termination of the Agreement to the extent necessary for compliance with HIPAA and the Privacy Rule and Security Rule.

b. Material Breach. A material breach by either party of any provision of this Addendum shall constitute a material breach of the Agreement.

c. Reasonable Steps to Cure. If Covered Entity learns of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Addendum, then Covered Entity shall provide written notice to Business Associate of the breach and Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable, within a period of time which shall in no event exceed thirty (30) days. If Business Associate's efforts to cure such breach are unsuccessful, Covered Entity may terminate the Agreement immediately upon written notice.

d. Effect of Termination.

1. Except as provided in paragraph 2 of this Section 4(d), upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The obligations of Business Associate under this Section 4(d)(2) shall survive the termination of the Agreement.

5. Amendment to Comply with Law. The Parties acknowledge that amendment of the Agreement may be required to ensure compliance with the applicable standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI and/or ePHI. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act, or other applicable laws relating to security and privacy of PHI and/or ePHI. Covered Entity may terminate the Agreement upon thirty (30) days' written notice in the event Business Associate does not promptly enter into negotiations to amend the Agreement when requested by Covered Entity pursuant to this Section, or Business Associate does not enter into an amendment to the Agreement in order to bring it into compliance with, to the extent applicable, HIPAA, the Privacy Rule, the Security Rule, the HITECH Act or other applicable laws relating to security and privacy of PHI and provide assurances regarding the safeguarding of PHI and/or ePHI that Covered Entity, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, or any other applicable laws relating to security and privacy of PHI and/or ePHI.

6. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with a material term of this Addendum, all other terms of the Agreement shall remain in full force and effect.

7. Regulatory References. A reference in this Addendum to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

The SUD Provider attests that a risk analysis has been completed as part of their security management process and is in accordance with 45 CFR 164.306 and 164.308 (a)(1)(ii)(A). The SUD Provider agrees to provide a copy of the risk analysis to the PIHP, upon request.

**ATTACHMENT: REPORTING REQUIREMENTS FOR MSHN SUD PROVIDERS
FY2025
(SENT AS SEPARATE PDF ATTACHMENT)**

**ATTACHMENT: MSHN TRAINING GRID
(SENT AS SEPARATE PDF ATTACHMENT)**

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: Bendzinski Water and Sewer Rate Study	[X] Bendzinski Contract [] []	[X] [] []
Prepared by: Kristina Kinde, Treasurer Deputy City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: As we start to look at preparing for the 2025/26 budget, City staff wants to ensure that we evaluate the City’s water and sewer rates earlier than we have in the past. The City has the option to continue year two of a contract with Baker Tilly for \$6,750. We also received a quote from Bendzinski and Co. for \$6,000 which is more than 10% lower than Baker Tilly.

BACKGROUND/DISCUSSION: At the April and May, 2024 Commission meetings Andy Campbell from Baker Tilly presented the 2024 sewer analysis for the purposes of setting the water and sewer rates for the FY 24/25 fiscal year. A discussion ensued regarding different rates, weighing options dealing with the overall rate structure, and capacity-based CIP’s vs. maintenance-based CIP’s and their overall impacts, and the philosophy of cash funding small and medium projects. This discussion will be used in the 2025/26 rate discussion for water and sewer.

At the beginning of the 2024/25 fiscal year, Andy Campbell and Arrica Thelen, from Baker Tilly left to pursue new positions with Bendzinski and Co. Based on the discussions that took place last year related to water and sewer rates and the innate understanding of the City of St. Johns, City Staff feels it would be beneficial to move our water sewer rate study to Bendzinski and Co.

STRATEGIC PLAN OBJECTIVE: Although not listed specifically as part of the master plan, having a cost-effective strategic funding plan for capital project leverages, to the maximum extent practicable, the rate payers’ funds we are charged with managing.

FISCAL IMPACT: The City has budgeted for \$6,750 for our water/sewer rate study.

RECOMMENDATION: City Staff recommends accepting the contract with Bendzinski and Co. for the 25/26 water/sewer rate stuff for the amount of \$6,000.

September 16, 2024

RE: City of St. Johns – Water & Sewer Rate Study Update – 2025/26 Budget Process

Dear City of St. Johns,

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to potentially serve as the rate consultant for the above-referenced user rate study. This letter will confirm the scope and terms of our engagement:

- Review and analyze historical operating expenses using audit and budget information.
 - 2-4 years of audits and budgets.
 - Current and proposed (if available) budget.
- A “Test Year” is developed that reflects a “normalized” operating budget.
 - Current and/or proposed budgets are considered.
 - Analysis of anticipated changes to operating costs with both client input and our input.
 - Inflation multipliers are analyzed and attached to each budget line item.
- Existing debt is analyzed.
 - Drafting of existing semi-annual debt service by debt issue.
 - Refinancing and/or restructuring possibilities are explored.
- The customer base is analyzed, including the number of meter equivalents, billable flow, treated/pumped flow and other methods.
 - This information is verified by applying it to the current rate structure to ascertain margin of error compared to audited and budgeted revenues.
 - Other operating and non-operating revenues analyzed for trends and stability.
 - Analysis of assumptions made for duration of the analysis, including prediction of meter equivalents, billable flow and other user rate revenue methods.
- Capital improvement plans are analyzed and discussed.
 - Annual asset management plans are analyzed, and scenarios are developed for cash funding and debt funding costs.
 - Funding asset management plans from cash reserves is analyzed against potential efficiency of grouping certain costs together for purposes of debt financing.

Bendzinski & Co.

City of St. Johns

September 16, 2024

- Financing options are considered including the State Revolving Fund, USDA Rural Development, other agency funding sources and open market bonds. Various term options, bond securities and possible interest rate scenarios are considered.
- Cash reserve analysis.
 - Cash and investments are analyzed for trending and stability, including restricted funds.
 - A cash reserve policy is recommended based on the fund's stability, capital improvement plans, size of the system and changing customer dynamics.
- User rate management is considered with various options and scenarios.
 - Appropriateness of rate structure, including the proportion of revenue generated from ready to serve and commodity charge, is analyzed.
 - Rate adjustments of a one-time nature, annual inflationary increases and other options are considered.
- Meetings
 - In-person attendance of three meetings is included.
 - This includes a rate presentation to be conducted by the company to discuss findings and recommendations.
 - Virtual attendance of Teams meetings and/or calls is included.
- Reports
 - Upon completion of study, a five-year user rate recommendation will be made.
 - Provide financial information, important supporting data, important trends and analysis, narrative detailing findings and recommendations.
- Usual and customary rate consultant services as may be requested by the Client.

Bendzinski & Co. proposes a fee of \$6,000. The typical billing method for this service is quarterly bills until completion, but this can be negotiated with the Client.

Bendzinski & Co. is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer's evaluation of Bendzinski & Co.

Bendzinski & Co.

City of St. Johns
September 16, 2024

or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Copies of Bendzinski & Co.'s filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page, which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors



Andy Campbell, CPA
Registered Municipal Advisor

Accepted: _____, 20__

CITY OF ST. JOHNS, STATE OF MICHIGAN

Signature: _____

Printed Name: _____

Title: _____

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Parks and Recreation Department	Attachments: Yes	Submitted to CA for Review
Subject: Park Utility Vehicle Acquisition	<input checked="" type="checkbox"/> Financing Documents <input type="checkbox"/> <input type="checkbox"/>	No
Prepared by: Bill Schafer, Parks and Recreation Director	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: In this year’s budget we planned for the acquisition of a Utility Vehicle (UTV). This UTV will assist with daily operations at the City Park and is another alternative to clearing the walking/bike trails within the city limits. This vehicle will provide our staff with a more dependable and useful tool to help them carry out their tasks.

We received 3 quotes for this purchase; Bobcat of Lansing for \$39,161.72, US 27 Motor Sports and Trailers for \$23,566.45, and Hudson Inc. for \$43,509.91.

BACKGROUND/DISCUSSION: This purchase was budgeted for in this year’s budget and is proposed to be a financed purchase with payments over the next 5 years. This UTV will allow staff to haul more trash and debris from the city park. The main purpose for this UTV is to take over the clearing of the trails in the city. We are currently using the Kubota tractor and snow blower however this equipment is getting old and is in need of replacement. The UTV and blade will have fewer moving parts and should make clearing the trails go faster. The cab is also heated and will be a welcome feature for the staff.

When comparing the numbers, it should be noted that comparable vehicles were considered when getting prices. The difference arises with the accessories needed for efficient staff work. While the US 127 Motorsports UTV has a lower price, it lacks a power-assisted dump box, does not offer a “V” blade option, and, according to a US 27 representative, has no spreader available. These three items are necessary for the UTV to enhance work efficiency and ease for staff.

STRATEGIC PLAN OBJECTIVE:

The 2021-25 Parks and Recreation Master Plan is the template that we follow when making decisions regarding projects and acquisitions. Goal number 1. Of that plan is to provide safe, inclusive, community-based recreational opportunities that improve the overall quality of life for all St. Johns-area residents.

Parks provide a natural gathering place for the community as well as provide for free or low-cost recreational activities. Therefore, it is important to continue to provide and improve these facilities. Based on community input, the city will continue to provide and improve these facilities.

- Objective: Continue to improve and upgrade the City of St. Johns recreational and support facilities, based on community feedback, of which residents can be proud.
- Objective: Provide increased and better access to and through the City Parks and Trails System.

The acquisition of this utility vehicle will allow our staff to maintain our facilities, in particular, the Main City Park and pedestrian/bike trails more efficiently.

FISCAL IMPACT: This will be a loan paid for over the next 5 years. We had three different rate comparisons; Tax Exempt Leasing Corp had the lowest five-year rate with yearly payment amount of \$8,971.58. After the loan is paid off, we will continue to use it for daily operations.

RECOMMENDATION:

Staff recommends the City Commission approve the purchase of the Utility Vehicle from Bobcat of Lansing in the amount of \$39,367.10, with financing through Tax Exempt Leasing Inc. and authorize the City Manager to sign the appropriate paperwork pending City Attorney review of the agreement.



Product Quotation
 Quotation Number: **LR573468**
 Quote Sent Date: **Oct 15, 2024**
 Expiration Date: **Nov 15, 2024**

Your Bobcat Contact
Lizzie Richter
 Phone:
 Email: lizzie.richter@doosan.com

Your Customer Contact

Deliver to
CITY OF SAINT JOHNS

Bobcat Dealer
 Kyle Christensen
Bobcat of Lansing, Lansing, MI
 3237 WEST MILLER ROAD
 LANSING, MI, 48911-4431

Bill to
CITY OF SAINT JOHNS

Item Name	Item Number	Quantity	Price Each	Total
UV34 Gas Utility Vehicle	M1503	1	15,409.60	15,409.60
Standard Equipment:				
Engine			Wheels	
Liquid Cooled Engine			Front/Rear, 12x6 Orange Steel Rim	
40 HP Gas EFI Engine			Electrical	
Pressurized Oiling System with Spin On Filter			LED Headlights, High & Low Beams	
Engine Protection Oil Pressure & Water Temp			LED Tail & Brake Lights	
High Capacity Air Filter			6 Outlet Accessory Pwr Bar	
49 State Emission Compliant			75 Amp/900W Stator	
Drive System			575 CCA Battery	
CVT (Continuous Variable Transmission)			Instrumentation Panel	
Sealed CVT Cover w/remote intake & exhaust			Indicator Lights: Glow Plug (Diesel Only), Seat Belt Reminder,	
Four Wheel Drive 3 Drive Modes			High Beam On, Engine Oil Pressure	
Forward Travel, Two Range (H/L)			(Diesel only), Engine Temp High, Service Power Steering and	
Integrated In-Transmission Park (P)			Service Engine.	
Brakes - 4 Wheel, Hydraulic Disc with Dual-Bore			LCD Display: Speedo, Engine Temp, Engine RPM, Volt,	
Front Calipers			Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode,	
CV Guard, Front			Odometer, Service Reminder and Gear Position.	
Shaft Drive with CV Joints			Cargo Box and Frame	
Suspension & Steering			Composite Cargo Box w/ Cylinder Lift Assist	
Front - Independent, Dual A Arm			Quick Latch Tailgate w/ Single Latch	
Rear - Independent, Dual A Arm			Integrated Box Accessory System	
Adjustable Front and Rear Coil Over Shocks			Rear Receiver Hitch - 2 in.	
Rack & Pinion			Full Chassis Skid Plates	
Electric Power Steering Assist			ROPS (Roller Over Protective Structure)	
Tilt Steering Column			Warranty	
Operator Compartment			1 year/1000 hours	
Beverage Holder (4)				
60/40 Split Bench Seats (3 Occupants)				
Under Seat, Upper & Lower Dash Storage				
Sealed Glove Box Storage				
3 Seat Belts with 3 Point Restraint				
Tires				
All Terrain Industrial (8 ply)				
Front/Rear, 26x10 12				
UV34 Gas EPS Cab & Heat Package	M1503-P01-C03	1	6,720.00	6,720.00

Lighting - LED Light Bar	7257391	1	650.99	650.99
Audio - Radio & Speakers	7360129	1	650.99	650.99
Utility - Power Cargo Box Lift	7360318	1	1,146.47	1,146.47
Safety - Side View Swivel Mirror	7403508	1	293.75	293.75
Rack - Tip-Down Headache Rack	7305973	1	612.99	612.99
Lighting - Strobe Light	7364087	1	496.56	496.56
Total for UV34 Gas Utility Vehicle				25,981.35

Quote Total - USD	25,981.35
Dealer P.D.I.	100.00
Destination Charges	1,420.00
Dealer Assembly Charges	593.75
Charges	
<i>Boss 6'6" V-Blade</i>	5,500.00
Quote Total - USD	33,595.10

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract ##020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. * A Copy of all orders must be provided to Heather.Messner@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232

Customer acceptance:

Quotation Number:: LR573468

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y / N

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Product Quotation
 Quotation Number: ZW777194
 Quote Sent Date: Oct 03, 2024
 Expiration Date: Nov 02, 2024

Your Bobcat Contact
Zachary Wollak
 Phone:
 Email: zachary.wollak@doosan.com

Your Customer Contact

Deliver to
CITY OF SAINT JOHNS

Kyle Christensen
Bobcat of Lansing, Lansing, MI
 3237 WEST MILLER ROAD
 LANSING, MI, 48911-4431

Bill to
CITY OF SAINT JOHNS
 100 E STATE ST
 SAINT JOHNS, MI, 48879-1579

Item Name	Item Number	Quantity	Price Each	Total
SP9 Sand and Salt Spreader	7444035	1	4,631.44	4,631.44
Safety - Box Tilt Safety Lock	7269587	1	146.68	146.68
Total for SP9 Sand and Salt Spreader				4,778.12
Quote Total - USD				4,778.12
Dealer P.D.I.				100.00
Destination Charges				126.00
Dealer Assembly Charges				562.50
Quote Total - USD				5,566.62

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513

 - Signature on all LOIs and POs with a signature line
 - Contract name or number; or JD Quote ID
 - Sold to street address
 - Ship to street address (no PO box)
 - Bill to contact name and phone number
 - Bill to address
 - Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
 - Membership number if required by the contract

For any questions, please contact:

Lohone Matt

Hutson, Inc.
6018 E Grand River Avenue
Portland, MI 48875

Tel: 517-647-4164

Fax: 517-647-4180

Email: mlohone@hutsoninc.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
6018 E Grand River Avenue
Portland, MI 48875
517-647-4164
contactus@hutsoninc.com

Quote Summary

Prepared For:

CITY OF ST JOHNS
100 STATE ST
SAINT JOHNS, MI 48879
Business: 989-224-8944

Delivering Dealer:

Hutson, Inc.
Lohone Matt
6018 E Grand River Avenue
Portland, MI 48875
Phone: 517-647-4164
mlohone@hutsoninc.com

Quote ID: 31635881
Created On: 09 September 2024
Last Modified On: 09 September 2024
Expiration Date: 09 October 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2024 JOHN DEERE GATOR™ XUV865M HVAC (Model Year 2024) IN-STOCK UNIT - 1M0865MDCRM070278 Contract: MI Ag, Grounds, and Roadside 240000000161 (PG 3W CG 22) Price Effective Date:	\$ 35,401.62	\$ 30,799.41 X	1 =	\$ 30,799.41
OPEN MARKET/BOSS PLOW 6'6" UTV Power-VXT Steel Blade Contract: Price Effective Date:	\$ 6,159.00	\$ 6,159.00 X	1 =	\$ 6,159.00
OPEN MARKET/BOSS PLOW VBX 3000 BOX SPREADER Contract: Price Effective Date:	\$ 6,557.50	\$ 6,557.50 X	1 =	\$ 6,557.50
Equipment Total				\$ 43,515.91

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 43,515.91
Trade In	
SubTotal	\$ 43,515.91

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Hutson, Inc.
6018 E Grand River Avenue
Portland, MI 48875
517-647-4164
contactus@hutsoninc.com

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 43,515.91
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 43,515.91

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 31635881 Customer Name: CITY OF ST JOHNS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
6018 E Grand River Avenue
Portland, MI 48875
517-647-4164
contactus@hutsoninc.com

2024 JOHN DEERE GATOR™ XUV865M HVAC (Model Year 2024) IN-STOCK

Hours: 0

Suggested List *

Stock Number: 370426

\$ 35,401.62

Contract: MI Ag, Grounds, and Roadside 240000000161
(PG 3W CG 22)

Selling Price *

\$ 30,799.41

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
576ZM	2024 JOHN DEERE XUV865M HVAC MY24	1	\$ 31,449.00	13.00	\$ 4,088.37	\$ 27,360.63	\$ 27,360.63
Standard Options - Per Unit							
57KGM1	TIRES,HARD SURF, 062 ALLOY,14"YEL	1	\$ 654.00	13.00	\$ 85.02	\$ 568.98	\$ 568.98
182A	LESS AUTOTRAC/ GREENSTAR HARN	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	LESS JDLINK HARDWARE	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	COUNTRY CODE- US	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	BTO	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	LESS APPLICATION	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	SEAT,FRONT,40/60 SPLIT, BLACK	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	PARK POSITION IN TRANSMISSIO	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	COMPONENT XUV865M HVAC G&Y	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	BOX SPRAY LINERBRAKE/ TAILGHT	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	3101	1	\$ 1,100.00	13.00	\$ 143.00	\$ 957.00	\$ 957.00
4022	MIRRORS, CAB, WITH DOOR R4	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4062	SELECT HVAC CAB	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
5006	FRONT BRUSH GUARD	1	\$ 447.00	13.00	\$ 58.11	\$ 388.89	\$ 388.89
6349	LESS WINCH	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,201.00		\$ 286.13	\$ 1,914.87	\$ 1,914.87
Technology Options/Non-Contract/Open Market							



JOHN DEERE

Selling Equipment

Quote Id: 31635881 Customer Name: CITY OF ST JOHNS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

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Hutson, Inc.
6018 E Grand River Avenue
Portland, MI 48875
517-647-4164
contactus@hutsoninc.com

1880	LESS STARFIRE RECEIVER	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	LESS DISPLAY	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
	Technology Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BUC10809	Harness kit, front deluxe attachmen	1	\$ 281.41	13.00	\$ 36.58	\$ 244.83	\$ 244.83
BUC10608	Light kit, front turn signal kit	1	\$ 107.00	13.00	\$ 13.91	\$ 93.09	\$ 93.09
BM26739	Harness kit, rear cab	1	\$ 90.96	13.00	\$ 11.82	\$ 79.14	\$ 79.14
BM26391	Horn kit, hduv	1	\$ 40.66	13.00	\$ 5.29	\$ 35.37	\$ 35.37
BM26185	BEACON LIGHT	1	\$ 324.21	13.00	\$ 42.15	\$ 282.06	\$ 282.06
BM26216	Light kit, led work lights (2)	2	\$ 453.69	13.00	\$ 58.98	\$ 789.42	\$ 789.42
	Dealer Attachments Total		\$ 1,751.62		\$ 227.71	\$ 1,523.91	\$ 1,523.91
	Value Added Services		\$ 0.00			\$ 0.00	\$ 0.00
	Total						
Total Selling Price			\$ 35,401.62		\$ 4,602.21	\$ 30,799.41	\$ 30,799.41

OPEN MARKET/BOSS PLOW 6'6" UTV Power-VXT Steel Blade							
Equipment Notes:						Suggested List *	
Hours: 0						\$ 6,159.00	
Stock Number:						Selling Price *	
Contract:						\$ 6,159.00	
Price Effective Date:							
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
MSC124 80	6'6" UTV Power-VXT Steel Blade	1	\$ 4,500.00	0.00	\$ 0.00	\$ 4,500.00	\$ 4,500.00
Dealer Attachments/Non-Contract/Open Market							
MSC1317 1	POWER GROND CABLE KIT	1	\$ 145.00	0.00	\$ 0.00	\$ 145.00	\$ 145.00
MSC0157 0	PLOW SHOES	2	\$ 65.00	0.00	\$ 0.00	\$ 130.00	\$ 130.00
MSC1309 9	SNOW DEFLECTOR KIT	1	\$ 260.00	0.00	\$ 0.00	\$ 260.00	\$ 260.00
HYD01835	HYD OIL	2	\$ 12.00	0.00	\$ 0.00	\$ 24.00	\$ 24.00



JOHN DEERE

Selling Equipment

Quote Id: 31635881

Customer Name: CITY OF ST JOHNS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
6018 E Grand River Avenue
Portland, MI 48875
517-647-4164
contactus@hutsoninc.com

OPEN MARKET	SET-UP AND INSTALLATION	1	\$ 1,100.00	0.00	\$ 0.00	\$ 1,100.00	\$ 1,100.00
Dealer Attachments Total			\$ 1,659.00		\$ 0.00	\$ 1,659.00	\$ 1,659.00
Total Selling Price			\$ 6,159.00		\$ 0.00	\$ 6,159.00	\$ 6,159.00

OPEN MARKET/BOSS PLOW VBX 3000 BOX SPREADER

Equipment Notes:

Suggested List *

Hours: 0

\$ 6,557.50

Stock Number:

Selling Price *

Contract:

\$ 6,557.50

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
VBS193 00B	VBX 3000 BOX SPREADER	1	\$ 5,122.50	0.00	\$ 0.00	\$ 5,122.50	\$ 5,122.50
Dealer Attachments/Non-Contract/Open Market							
TGS05960	TGS VIBRATOR KIT	1	\$ 475.00	0.00	\$ 0.00	\$ 475.00	\$ 475.00
OPEN MARKET	SET-UP AND INSTALLATION	1	\$ 960.00	0.00	\$ 0.00	\$ 960.00	\$ 960.00
Dealer Attachments Total			\$ 1,435.00		\$ 0.00	\$ 1,435.00	\$ 1,435.00
Total Selling Price			\$ 6,557.50		\$ 0.00	\$ 6,557.50	\$ 6,557.50

U.S.27 MOTORSPORTS & TRAILERS

5301 N. U.S. 27 HWY
ST. JOHNS MI 48879
989-224-8874

CITY OF SAINT JOHNS

Buyer's Order

100 EAST STATE STREET SUITE 1100
SAINT JOHNS, MI 48879

Date
Deal No.
Salesperson Jason Pallick
Lienholder NONE

H 989-224-8944 W 517-490-8356 C 989-224-8944 Email Bschafer@stjohnsmi.gov

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2024		Temporary MU		TEMP	\$19,499.00

Options:

Dealer Unit Price	\$19,499.00
Factory Options	\$0.00
Added Accessories	\$2,735.79
Freight	\$0.00
Dealer Prep	\$150.00
Title	\$11.00

K-ACCY,HEADACHE,ROPS	\$256.46	D
K-PLOW FRAME,G-PRO	\$414.99	D
K-ACCY,GL PRO,FRONT HOOK	\$136.94	D
K-ACCY,MIRROR,SIDE,DOOR,RGR	\$154.37	D
K-PLOW,ANGLE,SYS,MS UPD	\$669.99	D
K-ACCY,PLOW,CNTRL	\$307.92	D
K-LTBAR,PA,30 DUAL,COMBO	\$367.68	D

Notes:

Customer Rebate	(\$1,750.00)
Cash Price	\$20,645.79
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$20,645.79
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$125.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Sub Total (Net Sale + Other Charges)	\$20,770.79
Cash Down Payment	\$0.00
Amount to Pay	\$20,770.79

Trade Information

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

Bobcat of Lansing

3237 W Miller Rd

Lansing, MI (Michigan) 48911

Call Us: (517) 394-1155

<http://www.bobcatoflansing.com/>

BOBCAT OF LANSING

2024 BOBCAT® UTILITY VEHICLES UV34 (GAS)



INFORMATION

2024 BOBCAT® UTILITY VEHICLES UV34 (GAS)

Get gas-engine convenience and the hard-working performance your toughest projects demand with a Bobcat® UTV.

Features may include:

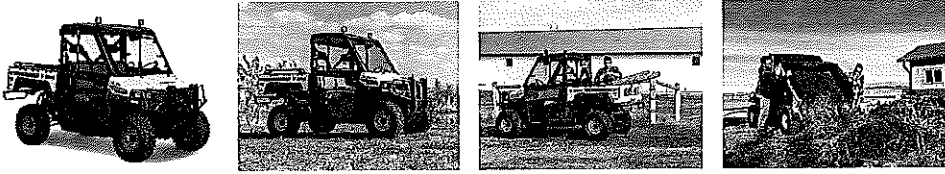
- 1,000 cc, two-cylinder SOHC engine for maximum durability and reliability
- Large 900-watt stator provides more power
- Cargo box holds 1,250 lbs of materials and supplies
- Increase tow rating, improved ground clearance and all-wheel drive
- 50+ accessories available

Overview

- Whether you need a UTV to haul materials on the jobsite or tow heavy trailers and equipment on your acreage, the Bobcat® 39.9-hp UV34 utility vehicle is the right choice for your toughest jobs.
- The 1,000 cc, two-cylinder SOHC engine is designed for maximum durability and reliability for challenging conditions, delivering the high-performance power you need with gas-engine convenience.

- The large, 900-watt stator provides more power – about 75 amps of output - for use with the snow blade and other electric-powered accessories, and the electronic fuel injection provides the best starting performance for working in all seasons.
- A large cargo box made of a durable composite interior handles up to 1,250 pounds of material or supplies to help you do more and do it better.
- With an increased tow rating, improved ground clearance, all-wheel drive and convenient service access, the UV34 delivers what you need to manage more of your challenging projects.

PHOTOS



HIGHLIGHTS

- **Location** Lansing, Michigan
- **Year** 2024
- **Make** Bobcat®
- **Model** Utility Vehicles UV34 (Gas)
- **Fuel Type** Gasoline
- **Status** Available
- **Width** Cargo Box: 54 in | 62 in
- **Height** Cargo Box: 11.5 in | Cargo Box Bed Load: 38 in | 76 in

SPECIFICATIONS

2024 Bobcat® Utility Vehicles UV34 (Gas)

Year	2024
Manufacturer	Bobcat®
Model Name	Utility Vehicles
Trim Name	UV34 (Gas)
Generic Type (Primary)	Utility
Cooling	Liquid
Engine Power	Horsepower: 39.9 hp
Displacement	61 in ³
Fuel System	
Fuel Type	Gasoline
Operational	
Operating Speed	Travel: 35 mph Travel Speed - Max: 35 mph Travel Speed - Low: 25 mph Travel Speed - Reverse: 25 mph
Dimensions	
Turning Radius	110 in
Length	Cargo Box: 43.5 in 123 in
Width	Cargo Box: 54 in 62 in
Height	Cargo Box: 11.5 in Cargo Box Bed Load: 38 in 76 in
Ground Clearance	11.7 in

Wheelbase

85 in

Capacities

Fuel Capacity

11.5 gal

Cargo Capacity

Cargo Box Bed Load: 1,250 lb | Total Vehicle Rated: 1,900 lb

Weights

Weight, In Running Order

Operating: 1,855 lb



October 14, 2024

VIA E-MAIL: kkinde@stjohnsmi.gov

Kristina Kinde, Treasurer
City of St. Johns
100 East State Street, Suite #1100
St. Johns, Michigan 48879

Dear Kristina:

I am pleased to provide the following quote for City of St. Johns for the financing of a new Utility Task Vehicle (UTV). This quote is valid for 14 days and is subject to credit review and proper documentation.

Equipment:	UTV only	UTV only	UTV & Blade	UTV & Blade
Equipment Cost (Approximate):	\$33,595.10	\$33,595.10	\$39,367.10	\$39,367.10
Down Payment:	\$0.00	\$0.00	\$0.00	\$0.00
Financed Amount:	\$33,595.10	\$33,595.10	\$39,367.10	\$39,367.10
Payment Frequency:	Annual, in advance (first payment due at lease signing)			
Term:	4-years	5-years	4-years	5-years
# of Payments:	Four (4)	Five (5)	Four (4)	Five (5)
Rate*:	6.99%	6.99%	6.99%	6.99%
Payment*:	\$9,268.14	\$7,656.17	\$10,860.50	\$8,971.58
Factor^:	.27588	.22790	.27588	.22790

* Rate and payment assume that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly. Further, it is assumed that the transaction will be "bank-qualified" and that the customer will not issue more than \$10 million in tax-exempt leases or bonds in the current calendar year.

^ Factor is based on quoted rates. If the equipment cost changes or a down payment is made, the new payment amount can be calculated by multiplying the new financed amount by the rate factor.

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

I have attached an application that must be completed in order to proceed with the credit process. Once completed, please fax the application to 615-396-3232 or e-mail to markz@taxexemptleasing.com.

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 615-396-3131.

Kind Regards,

Mark M. Zaslavsky
President

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: Lively – HRA & COBRA Agreement for 2025	<input checked="" type="checkbox"/> Master Service Agreement <input checked="" type="checkbox"/> Lively Proposal <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Prepared by: Mindy J. Seavey, City Clerk	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: We were recently notified by Burnham & Flower, our HRA & COBRA provider, that beginning in 2025 they will no longer be able to provide these services to the city. We contacted Gallagher, our broker, to recommend a company for this service. After several meetings and discussions, Lively was recommended as a vendor to fulfill the services previously offered by Burnham & Flower.

BACKGROUND/DISCUSSION: With our medical plan that we offer to employees, the city also provides an HRA (Health Reimbursement Account). We have always used a third-party company to review and process those claims so that the city is not dealing with knowledge of personal medical information. We also have had them provide COBRA services for a nominal fee. We have had a couple of different companies provide this service to us and have always used a smaller company so that we have a designated contact person for us and for questions the employees may have.

Gallagher requested rates from various companies that offer these services, and the best and most cost-efficient proposal was from Lively.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: For both the HRA and COBRA Administration, Lively will charge the city a minimum of \$100 per month. The \$0.95 per month COBRA fee for 39 full time employees will be \$37.05 per month. The \$4.75 per month HRA fee per participant utilizing the HRA will be (maximum of 28 employees that participate in the city’s insurance coverage) a maximum of \$133.00 per month. Currently, we pay Burnham & Flower approximately \$55.00 - \$60.00 per month, depending on how many employees are at the point of utilizing the HRA. Lively’s cost is the closest option to what we currently have with Burnham & Flower.

RECOMMENDATION: Staff recommends that the City Commission approve the Master Service Agreement with Lively for HRA and COBRA administration pending City Attorney review and approval of the agreement language.

Master Service Agreement 1.0

This Master Service Agreement (“MSA”) governs the provision of services to you (the “Employer”) by Lively, Inc. (“Lively”) and is an integral part of the agreement between you and Lively. An “Affiliate” of a party is defined as any business entity or enterprise, which controls, is controlled by, or is under common control with, such party. This MSA must be read in conjunction with all other agreements that describe Services purchased from Lively by Employer set forth in applicable Addenda (collectively, the “Agreement”).

1 General.

1.1 Services. Employer engages Lively on the terms and conditions set forth in this Agreement to provide certain services (the “Services”) as set forth in the applicable Addendum or Addenda. The parties agree that Lively may provide the Services using different technology platforms and may also modify or change technology platforms in its discretion so long as the Services are provided, and Lively shall remain responsible to provide the Services, in accordance with the applicable Addendum.

1.2 Addendum. “Addendum” (or Addenda, as applicable) refers to each of the agreements attached to the MSA. Lively will provide a copy of any applicable Addendum upon reasonable request by Employer. Each Addendum will describe the tasks to be performed by the parties in connection with the Services outlined in that Addendum. Employer shall cooperate on a timely basis with Lively and perform the activities reasonably required by Lively to enable Lively to fulfill its obligations and responsibilities under this Agreement. In the event of any conflict between this MSA and any Addendum, the applicable Addendum shall control.

1.3 Employer Responsibility. Employer has the exclusive responsibility for providing Lively with timely and accurate information and data as necessary for Lively to provide the Services.

1.4 Plan Administrator; Fiduciary. For Services subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), Employer is the Plan Sponsor and the named fiduciary for purposes of Employee Retirement Income Security Act of 1974 (“ERISA”) §402(a) (to the extent such law applies) of any and all employee benefit plans or programs (each a “Plan” or, collectively, the “Plans”). Lively, or a designated third party provider, is an independent contractor engaged to perform the agreed upon Services in a non-fiduciary capacity. Written consent of Lively shall not be considered a representation that Lively has reviewed and/or approved the content of such communication or document. Employer is responsible for paying all fees and/or penalties arising from the Plans that are assessed by the Internal Revenue Service, the Department of Labor, and/or other federal, state, or local governmental agencies.

1.5 Implementation. The parties will establish an implementation plan and work in good faith to implement the Services and other arrangements contemplated by this Agreement in accordance with the terms hereof and applicable laws and regulations. Each of the parties will designate an employee(s) to facilitate and manage the implementation.

2 Term.

The Term of this Agreement shall be for a period of at least one year, but shall be extended in the case of any applicable Addenda until ninety (90) days after the termination of all applicable Addenda.

3 Communications and Relationship Management.

3.1 Lively contact designation. Lively will designate a contact or team responsible for responding to inquiries and requests made by Employer.

3.2 Employer communications. Employer is responsible for providing representatives ("Employer Administrators") duly authorized to receive and furnish information or instructions ("Employer Communication") within the Lively website as Employer Administrators. Lively may, without further review or verification, honor or act upon any Employer Communication.

3.3 Notices. All notices to Lively with respect to this Agreement shall be sent via electronic mail to employersupport@livelyme.com and/or to the Lively employee that has been assigned as Employer's dedicated customer support individual. All Notices to Employer with respect to this Agreement shall be sent via electronic mail to the Employer Administrator. Employer is responsible for maintaining an accurate list of Employer Administrators within secure.livelyme.com. Lively will notify Employer in writing if its contact information changes and shall provide Employer Lively's new contact information.

4 Representations and Warranties.

4.1 Applicable Laws. For purposes of this Agreement, "Applicable Law" means laws, regulations, rules or orders of the applicable government agency or jurisdiction to the extent such laws, regulations, rules or orders apply to the relevant party in the performance of its obligations under the Agreement. Additionally, "Data Privacy Law" means all laws, rules, regulations, governmental requirements, codes as well as international, federal, state, and provincial laws applicable to any information related to an identified or identifiable person ("Personal Information").

4.2 Full Power and Authority. Each party represents and warrants to the other party that (i) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, and (ii) no other contractual obligation exists that would prevent Employer from entering into this Agreement or performing its obligations under this Agreement.

4.3 Employer Warranties. Employer warrants that it complies with all applicable laws with respect to confirming the identity and eligibility of its employees and other individuals whose information Employer submits to Lively relative to this Agreement, and Employer has the necessary authorizations from such employees and individuals to provide such information to Lively. Employer also warrants that all information provided by Employer to Lively is accurate, complete, up-to-date, and it has, and will continue to have, the right to transfer, or provide access to, the Personal Information to Lively and its subprocessors, for processing consistent with the purposes contemplated in the Agreement and Addendum and such processing will not breach applicable Data Privacy Law. Employer acknowledges that Lively's relationship with the individual utilizing one or more of Lively Services ("Participant"), including employees of Employer, is governed by separate documents, including Lively's End User Agreement, Privacy Policy, Custodial Agreement, E-Signature Disclosure and any other document the Participant is required to sign.

4.4 Lively Warranties. Lively represents and warrants that (i) it will perform the Services in substantially the manner and according to the specifications described herein and in the applicable Addenda; (ii) it can and shall comply in all material respects with Applicable Law performing its obligations under this Agreement; and (iii) it has right and authority to enter into this Agreement and to perform its obligations to the other party and the users as set forth in this Agreement.

5. Effect of Termination

5.1 Termination. Either party may terminate this Agreement for cause in the event of a material breach by the other party upon 90 days written notice, provided that the breaching party does not cure such breach on or before the end of the notice period.

5.2. Suspension. Lively may suspend Employer's access to the Lively platform at any time without notice if Services are discontinued, or if Lively reasonably believes that Employer has violated any term of this Agreement, or as required to provide maintenance to, or investigate any security vulnerabilities in the Services. In the event that the conditions of the suspension cannot be remedied within a reasonable period of time, Lively may terminate the Agreement.

6. Confidentiality

6.1 In the general course of implementing this Agreement and providing the Services, each party may disclose information that is considered confidential and proprietary to such party (“Confidential Information”). Unless permitted in writing by the party whose Confidential Information is disclosed, all Confidential Information disclosed by a party is to be considered strictly confidential and the receiving party shall use reasonable commercial efforts to maintain the disclosing party’s Confidential Information as strictly confidential and to require their respective officers, directors, employees and agents to maintain the confidentiality of such information. These obligations shall not apply, however, to any information which (i) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this provision; (ii) was, as between the recipient and the disclosing party, lawfully in the recipient’s possession prior to receipt from the disclosing party without obligation of confidentiality; (iii) is received by the recipient independently from a third party free to lawfully disclose such information to the recipient; or (iv) is subsequently independently developed by the recipient as evidenced by its business records.

6.2 In the event Employer receives a request or demand to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court of competent jurisdiction, an agency of any State of the United States or of any other jurisdiction in which it conducts business, or otherwise, Employer agrees to promptly notify Lively of the existence, terms and circumstances surrounding the request so that Lively at its own cost may seek a protective order or other appropriate relief or remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Lively waives compliance with the provisions of this Agreement, Employer agrees to furnish only that portion of the Confidential Information which in the reasonable judgment of its counsel is legally required and to use its best efforts to ensure that confidential treatment will be accorded such Confidential Information.

6.3 Parties agree that in the event either becomes aware of the occurrence of a breach of security with respect to Confidential Information, they will immediately act to stop such breach and as soon as practicable thereafter, notify the other in writing, of the breach, the extent of the breach, and possible consequences of the breach. Each shall undertake all reasonable actions under the circumstances to respond to the breach and to assure the other that it has made its best effort to mitigate any damages that may result from the breach. This provision shall survive the termination or expiration of this Agreement.

7. Safeguard

7.1 The Gramm-Leach-Bliley Act requires financial institutions and their service providers to create safeguards for customer records and information. The objectives of the safeguards are to (1) insure the security and confidentiality of customer records and information; (2) protect

against any anticipated threats or hazards to the security or integrity of such records; (3) detect unauthorized access to or use of such records or information and (4) protect against unauthorized access to or use of such records or information that would result in substantial harm or inconvenience to any customer (the “Safeguarding Objectives”). In order to implement these safeguarding requirements, both are required to have written contracts with their service providers (any person or entity that maintains, processes, or otherwise is permitted access to customer information) that requires the service provider implement appropriate measures designed to meet the Safeguarding Objectives.

7.2 Lively may immediately suspend and/or terminate the applicable Addendum and/or the entire Agreement if Employer does not complete or pass the due diligence screening performed by Lively. This due diligence may include, but is not limited to, performing Know Your Customer screening on each beneficial owner and/or controller of Employer, as required by FinCEN. Lively will also screen Employer against the OFAC watchlists. Employer will undergo OFAC re-screen(s) at a cadence determined by Lively.

7.3 Employer represents and agrees that it has and will maintain in place commercially reasonable precautions to safeguard the confidentiality, security and integrity of Confidential Information in a manner designed to meet the Safeguarding Objectives.

8. Identify Theft Program

Employer acknowledges that Sections 114c and 315 of the The Fair and Accurate Credit Transactions Act of 2003, Pub.L. 108-159 (“FACTA”) require financial institutions and their service providers to create an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft. The program must include (1) procedures to identify relevant patterns, practices or specific activity that indicates the possible existence of identity theft (“Red Flags”); (2) detect Red Flags; (3) respond appropriately to detected Red Flags and (4) periodic updates to the identity theft program. For the sake of this section, “identity theft” shall have the meaning set forth in 16 CFR 603.2.¹ Employer agrees to assist Lively in meeting its regulatory compliance with FACTA by notifying Lively immediately upon discovery of any pattern, practice or specific

¹ 16 CFR § 603.2 Identity theft. (a) The term “identity theft” means a fraud committed or attempted using the identifying information of another person without authority.

(b) The term “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any—

(1) Name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number;

(2) Unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation;

(3) Unique electronic identification number, address, or routing code; or

(4) Telecommunication identifying information or access device (as defined in 18 U.S.C 1029(e)).

activity that indicates the possible existence of Identity Theft. This is in addition to any notification procedures required under Section 10 of this Agreement (Safeguards).

9. Intellectual Property Rights

9.1 Each party retains all respective intellectual property rights, including all patent, copyright and trademark rights in any materials, software or processes belonging to it, its subsidiaries or Affiliates, including but not limited to rights accruing by virtue of applicable federal, state, or common law protections for copyright, patent, trade secret, and trademark and/or service mark rights. In the event either party discovers a violation of such proprietary rights, that party, for itself and on behalf of its subsidiaries and Affiliates, expressly reserves the right to seek or pursue in an appropriate state or federal court all available remedies for the infringement of such rights. Except for any distribution rights granted to either party by the other under this Agreement, neither party grants any other rights or licenses to the other. Employer may not alter or supplement documents provided to Employer's employees in furtherance of opening a Lively account or any other document containing Lively's, or any other entity which is the custodian of monies, name without Lively's prior written consent.

9.2 Except as described herein and further in section 9.4 of this Agreement, parties shall not use any logo, trademark, service mark, trade name, or image of the respective owner whether any of the foregoing are registered or unregistered; or otherwise protected or protectable under state or federal law (each a "Logo") in any manner other than as is expressly authorized in writing by an authorized representative of the owner. A requesting party shall submit to the owner for prior written approval all proposed uses of the Logos, and shall not use any Logo without such approval. The owner reserves the right to review any approved use of the Logos and to require changes in such further use (such changes may include discontinuing the use, in the owner's sole discretion), and requesting party agrees to comply with any such requirements. The requesting party acknowledges and agrees that: (i) it shall not use any Logo in a manner likely to diminish their commercial value; (ii) it shall not knowingly permit any third party to use the Logos unless authorized to do so in writing by the owner; (iii) it shall not knowingly use or permit the use of any logo, trademark, service mark, name, or image likely to cause confusion with a Logo; (iv) any and all goodwill associated with a requesting party's use of any and all Logo(s) shall inure to the owner, its successors in interest, and assigns; (v) the Logos are and shall remain the sole property of the owner; (vi) nothing in this Agreement or any written authorization shall confer in the requesting party any right of ownership in any Logos, and the requesting party shall not make any representation to the effect, or use the Logos in a manner that suggests that such rights are conferred; and (vii) the requesting party shall not now or in the future contest the validity of any Logos. Notwithstanding the foregoing, Lively may use Employer Logo in internal materials or for investor related activity without prior written consent of Employer.

9.3 Lively and the Employer may provide links to each other's websites. Lively hereby grants to Employer, during the term of this Agreement, a non-exclusive, non-transferable, limited license to copy, display, and to use and transmit on and via the Internet the following Lively-owned Uniform Resource Locator ("URL"): <https://www.livelyme.com> or similar URL designated by Lively ("Lively Link"). The license with respect to Lively Link shall be limited to the placement of the link on the Employer website. The link will direct a user, by clicking on the link, to automatically transfer the user's screen page directly to Lively's designated web page, and to no other location. Employer hereby grants to Lively, during the term of this Agreement, a non-exclusive, non-transferable, limited license to copy, display, and to use and transmit on and via the Internet to a Employer owned Uniform Resource Locator ("URL") designated by Employer ("Employer Link"). The license with respect to the Employer Link shall be limited to the placement of the link on Lively website. The link will direct a user, by clicking on the link, to automatically transfer the user's screen page directly to the Employer's designated web page, and to no other location.

9.4 Employer grants Lively the right to use its name and logo for marketing purposes. At any time, Employer may revoke Lively's ability to do this through written notice. Lively will cease to use Employer's name and/or logo after a reasonable period of time.

10. Limitation of Liability

10.1 LIVELY WILL NOT BE LIABLE TO EMPLOYER, REGARDLESS OF THE FORM OF THE ACTION AND WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE CLAIM), FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR DELAY, LOSS OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. LIVELY WILL NOT BE LIABLE TO EMPLOYER FOR DAMAGES ARISING FROM, OR RESULTING FROM, ANY ACH FUNDS TRANSFER (WHETHER INITIATED MANUALLY IN THE APPLICATION, AS A RESULT OF AUTOMATIC FUNDS TRANSFER SETTINGS IN THE APPLICATION, OR THROUGH ANOTHER MECHANISM) RELATED TO: (a) EMPLOYER ERROR IN SETTING THE AUTOMATIC FUNDS TRANSFER FUNCTION OR FAILING TO ANTICIPATE ITS CONSEQUENCES; (b) ANY ADVERSE FINANCIAL, TAX OR OTHER CONSEQUENCES OF THE TRANSFER; (c) ANY FEES RELATED TO THE TRANSFER (INCLUDING WITHOUT LIMITATION OUTGOING AND INCOMING TRANSFER FEES AND INSUFFICIENT FUNDS FEES); (d) ANY CONSEQUENCES OF INCORRECT OR OUTDATED ACCOUNT OR BALANCE INFORMATION, WHETHER THAT INFORMATION WAS PROVIDED TO

LIVELY THROUGH THE APPLICATION OR ANOTHER MECHANISM. ADDITIONALLY, THE AGGREGATE LIABILITY OF LIVELY TO EMPLOYER FOR ANY AND ALL LOSSES, DAMAGES, COSTS OR EXPENSES ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION AND WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE CLAIM), WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES ACTUALLY PAID BY EMPLOYER TO LIVELY UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

10.2 NOTWITHSTANDING SECTION 10.1 ABOVE, IN NO EVENT WILL LIVELY BE LIABLE TO EMPLOYER FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, ARISING OR RESULTING FROM MISTAKE, THEFT, FRAUD OR OTHER MISCONDUCT BY EMPLOYER IN CONNECTION WITH THE APPLICATION.

10.3 THE LIMITATIONS SET FORTH IN THIS SECTION 10 DO NOT APPLY TO ANY claim, damage, liability, loss, government procedure OR cost, including WITHOUT LIMITATION reasonable attorneys' fees, incurred or suffered by Employer to the extent arising from or attributable to the unauthorized access of Personal Information by any third party that is caused by the gross negligence or willful misconduct of Lively.

10.4 The parties expressly acknowledge and agree that Lively and Employer have entered into this Agreement in reliance upon the limitations of liability specified herein.

10.5 Some jurisdictions may not allow the exclusion or limitation of incidental, special, consequential, or other damages, so the above limitations or exclusions may not apply to any individual who establishes and maintains an account at Lively while employed by Employer. In such event, the liability of Lively for such damages with respect to the Services will be limited to the greatest extent permitted by applicable law in such jurisdiction.

11. Force Majeure Event

11.1 "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that: (i) prevents a party (the "Nonperforming Party"), in whole or in part, from performing its obligations under this Agreement; (ii) is beyond the commercially reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence. A Force Majeure Event does not include economic hardship, changes in market conditions, insufficiency of funds,

unavailability of equipment or supplies or strikes, work-to-rule actions, go-slows or similar labor difficulties.

11.2 If a Force Majeure Event occurs, the Nonperforming Party is excused from whatever performance is prevented by the Force Majeure Event to the extent so prevented. Despite the previous sentence, no obligation by either the Performing Party or the Nonperforming Party to make any payment required under this Agreement is excused as a result of a Force Majeure Event.

11.3 During the continuation of the Force Majeure Event, the Nonperforming Party shall exercise commercially reasonable efforts to mitigate or limit damages to the Performing Party, continue to perform its obligations under this Agreement to the extent it is able; and exercise commercially reasonable due diligence to cause the Suspension of Performance to be of no greater scope and no longer duration than the Force Majeure Event requires.

12. Miscellaneous

12.1 Either party may assign this Agreement to any subsidiary or Affiliate under its control, or as part of the sale of any substantial portion of its assets, or pursuant to any merger, consolidation or other reorganization, without the other party's prior written consent. Except as so provided, Employer may not assign its rights and responsibilities under this Agreement without the prior written consent of Lively, which consent shall not be unreasonably withheld. Lively may assign this Agreement for any reason with prior written notice to Employer. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this Agreement.

12.2 This Agreement will be governed, controlled and interpreted by the laws of the state of Florida without regard to the provisions thereof related to choice of laws or conflicts of laws. Parties also agree that in the event of litigation, the jurisdiction and venue are Hillsborough County, Florida.

12.3 If any term, condition or provision of this Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining terms, conditions or provisions and the remaining terms, conditions and provisions shall remain in full force and effect.

12.4 The forbearance from or failure by any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder. All rights and remedies of a non-defaulting party are cumulative and not exclusive of any remedies provided by law or equity.

12.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding on the parties. Electronic signatures and copies of the executed Agreement shall have full force and effect.

12.6 Employer acknowledges and agrees that this Agreement shall not preclude Lively from entering into similar agreements with other parties with respect to the marketing and administration of Lively account.

12.7 This Agreement, including all attachments hereto, sets forth the entire understanding of the parties, its subject matter and may not be modified or amended except in writing executed by both parties. If a separate agreement is executed in writing and executed by both parties, such agreement shall supersede this Agreement.

Shobin Uralil

Name

Name

Signature

Signature

Date

Date



Health Benefits Proposal

City of St John's

Jeff McCort

jeff.mccort@livelyme.com

Pricing Overview

CATEGORY	COST		DETAILS
COBRA Administration Fee (per benefit eligible employee per month)	\$0.95		Monthly COBRA administration fee.
HRA Administration Fee (per participant per month)	\$4.75		Monthly HRA administration fee.
Implementation Fee	\$0.00		One-time implementation fee.
Monthly Minimum Fee	\$100.00		Minimum monthly fee for customers utilizing Lively services.
Annual Open Enrollment Support Renewal Fee	\$250.00		The agreement is automatically renewed, and the annual renewal fee is assessed on the first day of subsequent plan years. This fee is associated with our COBRA & Direct Bill offering.

Lively Health Reimbursement Arrangements

More cost savings for employers, more healthcare options for employees

A *Health Reimbursement Arrangement* (HRA) is an employer-sponsored account offered to employees to help them pay for qualified out-of-pocket medical costs. It helps employers offset high insurance costs while providing more for employees' healthcare needs.

Lively's user-friendly technology, signature user experiences, and unrivaled customer service make HRAs simple to administer and easy to adopt.

Lively HRA offerings

Choose from a range of options and design the HRA plan that fits your business and your people best.

Standard HRA

Employees are not required to meet a deductible to access funds for this HRA.

- ✔ Covers standard healthcare 213(d) expenses.

Post-Deductible HRA

The employee must meet the HRA deductible (set by the employer) to access funds.

- ✔ Covers copays, co-insurance, and expenses that count towards the medical insurance deductible.

Dental & Vision HRA

You may offer this HRA plan with or without an out-of-pocket requirement.

- ✔ Covers out-of-pocket vision and dental expenses such as exams, prescription glasses, routine cleanings, and more.



Lively HRA features



HRA administration made easy

View a single snapshot of important HRA details and easily manage enrollment, allocations, and more, on Lively's intuitive admin platform. Plus, export the data for robust reporting.



Custom plan designs with year-round administrator support

Choose from a wide range of plan configurations to design a just-right HRA program. Customize your plan name, eligible expenses, deductible, allocations schedule and more.



Convenient payments and reimbursements

Employees enjoy a paperless, simple claims verification process with fast reimbursements. Plus, they can easily access funds with the Lively Visa® Benefit Access debit card.*



Smart features that automatically approve qualified recurring payments, purchases at select merchants, and co-payments.

**Available for Standard HRA plans with a non-customized list of eligible expenses.*

Lively COBRA & Direct Bill

Lively's continuation of health coverage offerings are designed to help today's employer admins navigate the complex regulatory landscape with ease and confidence.

With ever-changing rules and regulations that make it difficult to stay up-to-date, employers can count on Lively COBRA to keep transitions simple and compliant through online elections and open enrollment, real-time payments, mailing-required notices, robust reporting, and more. Employers can also add-on Lively Direct Bill for participants that need it, such as retirees or employees on leave, as a streamlined, non-intrusive way to collect payment.

There has been a 32% year-over-year increase in qualified beneficiaries despite the introduction of ACA, according to WEX

Employers working from their Lively COBRA dashboard can be confident and efficient in their workflows, and:

- ✔ Save time and reduce manual processing
- ✔ View real-time data and updates
- ✔ Rely on a knowledgeable support team
- ✔ Offer both English and Spanish options for participant mail notices
- ✔ Access robust, on-demand reporting
- ✔ Stay compliant with no headaches
- ✔ Navigate to the Lively Core dashboard in one click via Single Sign On (SSO)

Participants receive clarity and convenience at each step when using Lively COBRA. With online dashboard and on-the-go mobile app access, participants can easily:

Access **critical account** information

Make payments with flexible **one-time and recurring options**

Make **open enrollment** elections

Receive timely, **automated communications**

Get help whenever they need, **24/7**

How Lively Helps Benefits Administrators

Lively simplifies benefit administration to save you time and money. Our platform has been designed to be intuitive and easy to use, and pairs it with unparalleled customer support for you and your employees.

Unrivaled customer service

Our commitment to customers and account holders is to go the extra mile. In an industry dominated by fee schedules and hidden penalties, we are taking aim at the status quo by providing exceptional customer service.

Dedicated support for administrators

Each employer is assigned a Customer Success Team that guides them through implementation and proactively engages with them throughout the year.

One agent per issue

No bouncing around call centers when account holders need help. Lively solves 93% of customer inquiries in one interaction.

Customer ratings 3x higher

Customer satisfaction is more than 3 times higher than the industry average.

Short response times

Even during busy seasons, we get things done. During open enrollment, the average call waiting time was only 26 seconds.

Effective IVR system

Our IVR is thoughtfully architected to meet common needs. During open enrollment, 28% of calls were resolved by IVR.

Positive CSAT ratings

Employees walk away from interactions our team feeling good. Over 92% report a positive experience after dealing with an issue.

Searchable support center

Our support center articles are comprehensive and easy to access in the support center.

Onsite and available

Our team is available by live chat or phone, 6am – 6pm PT, Mon–Fri excluding federal holidays. And anytime by email.

Fast Onboarding

Get up and running in weeks

Lively's modern benefits platform is 100% paperless. And because it's built on our proprietary technology, we are able to seamlessly integrate in a fraction of the time it takes traditional providers. From account sign up and program design, to account finalization and first funding, we get your benefit program ready to go in weeks, not months.

*Timelines will vary depending on the size of the employer and additional time for any third party integrations.

Our onboarding process provides employers with the information and tools they need to design and administer their benefit programs. A dedicated Customer Success (CS) team provides support and guidance every step of the way.



STEP 1
Employer
Sign Up



STEP 2
Enrollment
Overview



STEP 3
Funding
Overview



STEP 4
First
Funding



STEP 5
Plan
Check-IN

Third-party Integration Capabilities

Managing enrollment and contribution data

Lively is committed to simplifying administrative tasks—and we know how much managing employee enrollment and contributions information through your preferred provider matters.

That's why regardless of your size, Lively integration capabilities are designed to be easy to set-up, fund, and manage through the plan year. Plus, a responsive team of industry experts are here to help you every step of the way, from consulting on the integration that works best to supporting any changes that may occur throughout the plan.

Easy to set up

During the onboarding process with Lively, Lively Customer Success Managers work hand-in-hand with your client and their preferred provider to set up the integration.

Easy to manage

Once the integration is set up, clients will be able to manage their enrollment and contribution data for Lively benefits right from their preferred provider.

Extensive list of supported providers

With partnerships with over 25 providers, Lively can integrate with a long list of providers to transfer enrollment and/or contribution data.

There are options suited for any business size. For small businesses, we recommend working directly in your Lively admin dashboard to manage employees and their contributions. You can make and manage scheduled contributions manually, or set up automatic settings to set it and forget it.

Benefit Administration

Designed to make managing benefits feel hassle-free

Traditional benefits administration often takes up time you don't have. The Lively platform is simple to use and reduces your benefit administrative burden.

The screenshot displays the Lively Benefits Administration dashboard. At the top, a dark blue banner says "Welcome back, Helen". Below this is the "Benefits Overview" section, which is divided into two main areas: "HEALTH SAVINGS ACCOUNT" and "FLEXIBLE SPENDING ACCOUNT".

HEALTH SAVINGS ACCOUNT

- FICA Savings YTD:** \$50,000.00
- ACCOUNT PARTICIPATION:** A donut chart shows 178 Total accounts. It is split into 125 Enrolled (dark blue) and 53 In progress (yellow).
- CONTRIBUTIONS YTD:** A donut chart shows \$100,000.00 Total. It is split into \$70,000.00 Employee (dark blue) and \$30,000.00 Employer (yellow).

FLEXIBLE SPENDING ACCOUNT

- Medical Flexible Spending...** (01/01/2023-12/31/2023)
- PLAN OVERVIEW:** A donut chart shows \$50,000.00 Total election.
- PLAN INFORMATION:**
 - BALANCE AVAILABILITY:** First day of the plan year
 - LAST DAY FOR EMPLOYEES TO USE FUNDS:** 12/31/2023
 - LAST DAY FOR EMPLOYEES TO FILE CLAIMS:**

Key features of the Lively platform

When working with traditional benefits providers, managing benefits often means clunky interfaces with limited capabilities for benefit administrators. With Lively, our platform will become your go-to place to simplify core Lively administration tasks and do more with less.



Main dashboard made to eliminate the guesswork. Know exactly what's happening with your benefit programs with all the important details in one snapshot view.



Easy to adopt with an interface designed for simplicity. Lively technology is carefully designed to be easy-to-use and adopt, even for the least tech savvy among us.



Automated notices help you stay on top of the day-to-day. Keep up with the latest with helpful notifications and reminders, prompting you to take action at just the right time.



Comprehensive reports that allow you to export important program details. From enrollment to contributions status, the Lively platform provides the information you need to make informed decisions and report on your benefits like a data pro.

Spanish Support

Take care of your Spanish speakers with a top-rated support team, here to help employees in their preferred language. Spanish support and education helps a wider range of employees take full advantage of their benefits, and the tax-advantages and savings that healthcare benefit accounts have to offer. For no additional cost, access to the following features is available:

- ✓ Phone support for Lively account holders in Spanish
- ✓ Access to a library of comprehensive education materials in Spanish, carefully selected to help employees learn about and use Lively benefits
- ✓ Greater peace of mind with expert, responsive guidance in their preferred language

There are two ways to access support in Spanish:

Account Holder Phone Support

We know responsive customer service can make all the difference. A team of experts is here to help employees when they call 1 (888) 576-4837, Monday-Friday between 6am to 6pm PT.

Spanish Resource Library

Administrators have access to a library with dozens of Spanish educational resources for employees, right from within your Lively dashboard. You can hand-pick which assets to share, or share the link directly with employees so they can self-serve at any time.

How Lively Helps Your Employees

With Lively, account holders experience employee benefits differently. We carefully build Lively benefits to be easy to use and understand, so that employees can make the most out of their healthcare and wellness dollars. From an intuitive account platform to leading customer service and education, Lively helps account holders maximize their benefits like a pro.

Easy Claims Management

Getting reimbursed for eligible expenses is hassle free with Lively. If employees pay for an eligible expense with a personal credit card or in cash, they can reimburse themselves from their Lively account by submitting a claim through the Lively dashboard.

And it's all easy to do. Lively makes the claims process simple, guiding you with helpful instructions at every turn and is completed in just 4 steps:

- 1**
Login to their Lively account online.
- 2**
Submit a claim and upload a receipt.
- 3**
Wait for reimbursement approval.
- 4**
Once it's approved, it's done!

Lively statistics for reimbursement accounts

Lively takes our account holder's experience with reimbursements seriously and it shows.

- Claims Review Turnaround Time** | 99% of claims are reviewed within 2 business days.
- Claims Rejection Rate** | Less than 1% of all claims are rejected.
- Claims Approval Rate** | Over 90% of all claims are approved.
- First-Touch Approval Rate** | 90% of claims are approved on the first review.

Lively Debit Cards

The Lively HSA and VISA® Benefit Access debit cards allow employees to easily access funds anytime, anywhere. It provides a convenient way to access tax-advantaged funds, and save on eligible healthcare and dependent expenses.

With a Lively debit card, employees can tap into a versatile bundle of employee benefit accounts available to them, including Lively HSA, FSA Suite, and Standard HRA.

Lively HSA debit card





Tax-free spending on eligible healthcare expenses at the point of sale.

Lively Benefit Access debit card

Help employees make the most of their benefits package with this stacked card for Lively's FSA suite and Standard HRA offerings.

Debit card features

The Lively debit card experience is designed to optimize employee benefit usage at each touch point:

-  **Personalized guidance:** Account holders can expect best practices and tips when they first receive their HSA or Benefit Access cards, delivered right to their inbox.
-  **Built-in organization for receipts:** Upload and organize receipts for debit card transactions on a digital platform.
-  **Centralized dashboard with key information:** Visibility into all debit card purchases and other transactions on the Lively dashboard for a holistic view of account activity.
-  **Enhanced security:** Account holders can lock their debit card directly from the dashboard if they've temporarily misplaced it, or block the card entirely to prevent any further transactions.



Lively Mobile App

'Lively Benefits' is our 5 star rated mobile app that brings the simplicity and user experiences of the Lively platform to mobile devices. Employees can easily manage their Lively benefits from anywhere through a leading easy-to-use interface, even for the least tech savvy among us.

Mobile app features



Single view of what's important: Designed to tell employees exactly what they need to know to make the most out of Lively benefits and take timely action.



Manage accounts on the move: Track account balance, access transactions history, manage Lively debit cards, and more.



Initiate claims and verify purchases: A paperless, easy claims verification process that guides employees with clear instructions at every step.



Check what's eligible: Access the list of qualified expenses directly through the app. Our comprehensive list is always up-to-date and easy to access on-the-go.



Keeps account data safe: Login security measures such as 2FA and biometric credentials keep accounts safe from unauthorized users



Trust that your data is safe and secure



Login security measures such as Two-Factor Authentication (2FA) and biometric credentials keep your account safe from unauthorized users.



AGENDA

City of St. Johns Proclamation

Honoring Jayci Simon

WHEREAS, Jayci Simon, a native of St. Johns, Michigan, represented the United States at the 2024 Paris Paralympic Games and, alongside her partner Miles Krajewski, earned the first-ever para-badminton medal for Team USA by winning silver in the SH6 mixed doubles category; and

WHEREAS, Jayci's achievement came in a tournament filled with obstacles, including delayed travel and grueling match schedules, where she demonstrated remarkable tenacity and resilience by overcoming world-class opponents, including the second-ranked Indian team, and making history for the Pan American region; and

WHEREAS, Jayci Simon is not only a world-class athlete but also a proud representative of St. Johns, Michigan, exemplifying the spirit of small-town America on the global stage. Her success is a testament to the values of hard work, determination, and community support that she carries from her hometown, making her a source of inspiration for young athletes across the nation; and

WHEREAS, her victory in Paris symbolizes the breaking of new ground for para-badminton in the United States, paving the way for future generations of athletes and bringing attention to the sport's growing impact on a global scale; and

WHEREAS, Jayci's dedication to her sport and her community reflects the very best of what it means to represent St. Johns, and her triumph will serve as a legacy for both her hometown and the sport of para-badminton; and

NOW, THEREFORE, I, Scott Dzurka, Mayor, on behalf of the City Commission do hereby proclaim February 13, 2025 as:

“Jayci Simon Day”

in the City of St. Johns, Michigan, in recognition of her extraordinary athletic achievements and her role as an ambassador for both her sport and her community. I encourage all citizens to join in celebrating Jayci's accomplishments, applauding her perseverance, and supporting the continued growth of para-badminton in our city and beyond.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of St. Johns on this 28th Day of October, 2024.



Scott Dzurka, Mayor

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Rail Car Transfer Agreement.</i>	<input checked="" type="checkbox"/> Rail Car Transfer Agreement <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: At the September 23, 2024, Commission meeting, a discussion was held regarding; the condition of the Depot rail cars, the ability of Clinton County Arts Council (CCAC) to maintain the rail cars, and what options the City has to ensure the Depot environment is in keeping with the grandeur and vision of downtown.

After a brief presentation that included details from meetings between the City and the CCAC, and discussion amongst the Commission of all information at hand, it was the consensus of the Commission and the recommendation of the CCAC for the City to take ownership of the rail cars, and the remaining CCAC dedicated rail car maintenance funds to be transferred to the City. This RCA, and related documents, brings forth an agreement that transfers the ownership of all rail cars and their contents from the CCAC to the City, as well as any remaining funds to put towards future maintenance.

BACKGROUND/DISCUSSION: The Depot area is one of the City’s gems. The overall experience of the rail cars 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 CCAC is the current owner 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.

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.

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 in and repair the remaining rail cars on site. The CCAC does have approximately \$14,000 that will be donated as part of the transfer agreement.

RECOMMENDATION: It is the recommendation of the City Administration for the Commission to approve the Rail Car Transfer Agreement and authorize the Mayor to sign the agreement on the Commission's behalf.

RAIL CAR TRANSFER AGREEMENT

This Transfer Agreement ("**Agreement**") is entered into as of _____, 2024 (the "**Effective Date**") by and between: (i) City of St. Johns, a Michigan municipal corporation, whose business address is 100 East State Street, St. Johns, Michigan 48879 ("**Transferee**"), and (ii) the Clinton County Arts Council, a non-profit corporation ("**Transferor**").

I. BACKGROUND

- A. Transferor is the owner of record of the Assets (defined below).
- B. Transferor desires to transfer and assignment the Property to Transferee as set forth in this Agreement.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the parties agree as follows.

1. Transfer of Assets. Transferor hereby assigns, transfers, and delivers to Transferee, and Transferee hereby accepts, the following (collectively, the "**Assets**"):

- a. one 1898 Barney & Smith sleeper/lounge rain car, with wheel sets; and
- b. one 1927 Grand Trunk Western Caboose; and
- c. one 1926 Ann Arbor Steel Crew Car; and
- d. one 1903 Wooden Railroad Post Office and Baggage car; and
- e. all approvals, permits, licenses, orders, registrations, certificates, and similar rights obtained with respect to the Assets described in subsections a. through d. herein, as applicable; and
- f. all donor restricted assets, associated net assets, deposits, prepayments, and funds in Transferor's possession pertaining to the Assets; and
- g. all books, records, files, documents, drawings, and other printed, electronic, or written materials pertaining to the foregoing.

2. Consideration. In consideration for the transactions described in this Agreement, Transferee shall pay Transferor the sum of One Dollars (\$1.00) in immediately available funds as of the Effective Date.

3. Indemnification. Transferor shall, at its own expense, indemnify, protect, defend,

save, and hold harmless Transferee, and Transferee's elected and appointed officers, employees, and agents, from all claims, losses, damages (including, but not limited to, direct, indirect, incidental, consequential, special, and punitive damages), demands, suits, liabilities, lawsuits, costs, and expenses, including, but not limited to, costs from administrative proceedings, court costs, and attorney fees suffered or incurred as a result of any acts, omissions, or negligence of Transferor or Transferor's officers, employees, or agents that may arise out of this Agreement. This includes (a) any inaccuracy, breach, or nonfulfillment by the Transferor or warranty made by the Transferor in this Agreement; (b) any breach or nonfulfillment by the Transferor of any covenant or obligation of the Transferor in this Agreement; (c) any and all liabilities and obligations of the Transferor of any nature; or (d) any third party claim based upon, resulting from, or arising out of the business, operations, assets, or obligations of Transferor.

4. Deliverables. At the closing on the Effective Date, Transferee shall enter a Bill of Sale, Assignment, and Assumption Agreement in the form attached as **Exhibit A**.

5. Representations and Warranties of Transferor. Transferor represents and warrants to Transferee as follows as of the Effective Date, and acknowledges and confirms that Transferee is relying on these representations and warranties in entering into this Agreement:

a. Due Organization, Good Standing, and Power. Transferor is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Michigan. Transferor has the requisite power and authority and all governmental licenses, authorizations, and permits required to carry on its business as conducted.

b. Authorization; Enforceability. Transferor's execution, delivery, and performance of this Agreement to which it is, as contemplated by this Agreement, to become a party, and the consummation of the transactions contemplated hereby and thereby, are within its capacity, power, and authority and have been duly authorized by all necessary corporate action by Transferor. This Agreement constitutes a legal, valid, and binding agreement of Transferor, enforceable against it in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

c. Ownership of Assets. Transferor is the owner of and has good and marketable title to all the Assets. Upon consummation of the transactions contemplated in this Agreement, good and marketable title to the Assets will be conveyed to Transferee, free and clear of all debts, liens, encumbrances, or security interests.

6. Representations and Warranties of Transferee. Transferee represents and warrants to Transferor that Transferee has all requisite legal capacity and power to execute, deliver, and perform this Agreement and **Exhibit A** and to consummate any transactions contemplated by this Agreement and the Exhibits.

7. Miscellaneous.

a. Miscellaneous Documents. On or after the Effective Date, Transferee will, on request of Transferor, execute and deliver any other documents and take any other actions which are reasonably necessary to effectuate the transfer of the Assets to Transferee.

b. Notice. All notices or other communications under this Agreement will be in writing and will be deemed to be duly given if delivered by receipted hand delivery mailed by prepaid registered or certified mail (return receipt requested) or by recognized overnight courier addressed as follows:

If to Transferor, to:	Clinton County Arts Council Attn: 215 N. Clinton Avenue St. Johns, Michigan 48879
If to Transferee, to:	City of St. Johns Attn: Chad Gamble, City Manager 100 East State Street St. Johns, Michigan 48879

c. Complete Agreement. This Agreement and **Exhibit A** contain the entire agreement and understanding of the parties with respect to their subject matter. This Agreement and its exhibits supersede all prior agreements and understandings between the parties, both written and oral, with respect to their subject matter.

d. Survival. All representations, warranties, and covenants in this Agreement and exhibits will survive the consummation of the transactions contemplated by this Agreement.

e. Benefit. This Agreement is binding upon and inures to the benefit of the respective legal representatives, successors, and permitted assigns of the parties.

f. Alteration. Except as otherwise provided for in this Agreement, this Agreement cannot be amended or altered, except in writing by a duly authorized agent of all the parties.

g. Performance. Any failure of any party to insist upon strict compliance with any provisions of this Agreement will not constitute a waiver thereof and all provisions will remain in full force and effect.

h. Headings. The paragraph headings used in this Agreement are included solely for convenience and will not affect or be used in connection with the interpretation of this Agreement.

i. Severability. If any part of this Agreement is held to be invalid or

unenforceable under the laws of any jurisdiction where this Agreement is to be governed or sought to be enforced, the remaining provisions will be enforceable to the maximum extent permitted by law.

j. Governing Law and Jurisdiction. This Agreement will be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Michigan, excluding its conflict of law rules. All actions or proceedings arising from or related to this Agreement will be brought in a state court of competent subject matter jurisdiction in Clinton County. Each party expressly consents to personal jurisdiction in such courts, and agrees not to object to jurisdiction or venue on the ground of forum non-conveniens or otherwise.

k. Counterpart. This Agreement may be executed in multiple counterparts and delivered by facsimile, emailed PDF, or other means of electronic communication, each of which will be deemed an original, but all of which together will constitute one and the same instrument and will be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

TRANSFEROR:

CLINTON COUNTY ARTS COUNCIL

By: _____

Its: _____

TRANSFeree:

CITY OF ST. JOHNS

By: _____

Its: _____

Exhibit A

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment, and Assumption Agreement ("**Agreement**"), dated as of _____ (the "**Effective Date**"), is made by and among the City of St. Johns, a Michigan municipal corporation ("**Buyer**") and the Clinton County Arts Council, a non-profit corporation ("**Seller**").

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Transfer Agreement, dated _____ (the "**Transfer Agreement**"); and

WHEREAS, Buyer has agreed to purchase from Seller, and Seller has agreed to sell, convey, assign, and transfer to Buyer, all of Seller's right, title, and interest in the Assets (as defined in the Transfer Agreement), on the terms and subject to the conditions set forth in the Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Transfer Agreement.
2. **Sale and Assignment.** Seller hereby sells, transfers, conveys, assigns, and delivers to Buyer the Assets, on an "as is, where is" basis. Seller on behalf of itself and its successors and assigns, covenants, warrants, and agrees to, for, and with Buyer and Buyer's successors and assigns: (a) to warrant and defend the sale of the Assets against all persons; (b) that Seller has full right to sell and transfer the Assets; (c) the Assets are sold and transferred in good faith for actual and adequate consideration; and (d) there are no judgments, liens, mortgages, pledges, claims, rights, security interests, encumbrances, or any other adverse interests of any kind or nature against the Property.
3. **Assumption.** Buyer hereby assumes only those liabilities and obligations arising up to the date of closing with respect to the Assets.
4. **Further Assurances.** Seller, for itself and for its successor and assigns, hereby covenants to execute such further documents and take such additional actions as are reasonably required by Buyer to fully realize and accomplish the intent and purposes of this Agreement. Buyer, for itself and its successors and assigns, hereby covenants to execute such further documents and take such additional actions as are reasonably required by Seller to fully realize and accomplish the intent and purposes of this Agreement.
5. **Incorporation of Transfer Agreement.** This Agreement is being delivered pursuant to, and is subject to all terms of, the Transfer Agreement, the terms and conditions of which are hereby incorporated into this Agreement by this reference. Nothing herein contained shall itself change, amend, extend, or alter (nor shall it be deemed or construed as changing,

amending, extending, or altering) the terms of the Transfer Agreement in any manner whatsoever. In the event of any conflict or other difference between the Transfer Agreement and this Agreement, the provisions of the Transfer Agreement shall control.

6. **Effective Time.** The effective time of this Agreement is the effective time of the closing under the Transfer Agreement.
7. **Amendment.** The parties may amend this Agreement only pursuant to a written agreement executed by Seller and Buyer.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to the principles of choice or conflicts of law thereof that would require the application of the law or rules of any other jurisdiction.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or portable document format (.pdf) or similar electronic signature delivery, each of which shall be deemed an original and all of which shall constitute one and the same agreement, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties.

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

Seller:
Clinton County Arts Council

Buyer:
City of St. Johns

By: _____

By: _____

Its:

Its:

By: _____

Its:

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
OCTOBER 28TH, 2024**

Department: Community Development	Attachments:	Submitted to CA for Review
Subject: 450 E. Townsend Road RFP for Development	[X] 450 Townsend Road Zoning Analysis [] []	[N/A]
Prepared by: Christopher Khorey, AICP, McKenna	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: 450 E. Townsend Road is a vacant City-owned parcel planned and zoned for residential development. It is approximately 4.8 acres in total but is currently split by an undeveloped right-of-way intended for the relocation of County Farm Road. Staff is requesting that the City Commission determine what types of development would be appropriate for the site in question, determine whether the relocation of County Farm Road should be implemented, and have issued a Request for Proposals for development of the parcel.

BACKGROUND/DISCUSSION: McKenna has drafted an attached memo with a detailed breakdown of the development potential of the parcel, under its current R-1 zoning, as well as under R-2 and R-3 zoning. O and GC zoning would be potential options for non-residential development. The current Master Plan envisions R-1 zoning on the parcel, but the Planning Commission has already discussed options for changing that designation, and would benefit from direction from the City Commission.

STRATEGIC PLAN OBJECTIVE: The 2020 City of St. Johns Master Plan’s Future Land Use Map lists the parcel under the ‘Modern Spacious Residential’ category. This category is characterized by single and two-family dwelling units with enough open space for schools, parks, and other municipal uses. This category also includes streets designed for slow traffic with easy access for pedestrians and bicycle usage.

FISCAL IMPACT: While the City would incur costs in issuing the RFP and potentially in capital infrastructure projects on or around the site, ultimately recruiting a developer for the site would place the property back on the tax roles and be fiscally positive for the City.

RECOMMENDATION: Staff recommends the City Commission:

- Give the Planning Commission direction as to the City Commission’s development goals for the property, in terms of land uses, housing density, etc.
- Determine whether to complete the re-location of County Farm Road, or to vacate the undeveloped right-of-way and allow development of the entire parcel.
- Direct the administration to issue an RFP for developers to construct the City’s preferred land use, housing type, housing density, and road layout, though this action may occur at a future meeting.



MCKENNA

Memorandum

TO: City of St. Johns City Commission
Christopher Khorey, AICP, Vice President

FROM: Jeff Keesler, Associate Planner
Ethan Walthorn, Assistant Planner

SUBJECT: **450 E. Townsend Zoning Analysis**

DATE: October 14, 2024

As requested, we have analyzed the development possibilities for 450 E. Townsend Road, a City-owned property that the Commission is considering issuing a Request for Proposals for sale and development.

The property currently has an undeveloped right-of-way cutting across it. The right-of-way is clearly visible on the City Zoning Map, as shown below. The purpose of the right-of-way would be to re-align County Farm Road to create a 4-way intersection of County Farm, Swegles Street, and Townsend Road.



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Grand Rapids, Michigan 49503

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If the right-of-way is left in place and County Farm is moved, then the property will be two parcels. For the purposes of this memo, we will call them the “West Parcel” (west of County Farm Road) and the “East Parcel”, east of County Farm Road.

The West Parcel is 3.88 acres. The East Parcel is 0.49 acres. If the right-of-way was vacated and became developable land, the combined parcel would be approximately 4.8 acres.

The property is currently zoned R-1. The Master Plan calls for “Modern Spacious Residential,” and recommends R-1 as the appropriate zoning category. However, the Planning Commission is re-evaluating the Future Land Use map in that part of the City as part of the ongoing Master Plan Update. At the direction of the City Commission the Master Plan category could be updated to “Traditional Walkable Residential” (R-2 Zoning) or “Multi-Family” (R-3 Zoning).

Therefore, we have evaluated 6 scenarios for development on the site, as shown on the chart below. The calculations R-1 and R-2 are ranges, because the site would have to be split into lots in order to be developed under those categories, and we have not done a full design layout. We have also evaluated non-residential options.

Regardless of the land use, housing density, or decision regarding re-locating County Farm Road, the stub street “Braxton Court” should be extended onto the property and should connect to County Farm. We recommend that this be a requirement of the RFP.

RESIDENTIAL OPTIONS

	Housing Type	Housing Density	
		County Farm Relocated	Right-of-Way Vacated
R-1	Single Family	West Parcel: 16-20 Dwelling Units East Parcel: 1-2 Dwelling Units	20-24 Dwelling Units
R-2	Single Family Duplex Triplex Quadplex Townhouse <i>Could also be developed with a combination of these housing types.</i>	West Parcel: 16-26 Dwelling Units East Parcel: 1-4 Dwelling Units <i>Additional Density, up to 30-35 dwelling units, available by Special Use Permit.</i>	20-30 Dwelling Units <i>Additional Density, up to 35-40 dwelling units, available by Special Use Permit.</i>



R-3	Single Family Multi-Family (any size building) Townhouse <i>Could also be developed with a combination of these housing types.</i>	West Parcel: 38 Dwelling Units East Parcel: 4 Dwelling Units <i>Additional Density available by Special Use Permit.</i>	48 Dwelling Units <i>Additional Density available by Special Use Permit.</i>
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NON-RESIDENTIAL OPTIONS

Under R-1 Zoning, non-residential options are limited to religious institutions and civic institutions. That same would be true for R-3 Zoning.

Under O Office Zoning, some light commercial uses would be permitted, as well as housing units up to 10 dwelling units per acre (same density as R-3).

Under GC General Commercial Zoning, a wide variety of commercial uses would be permitted. Residential would not be permitted.

For either O or GC, the Master Plan would need to be changed to designate the parcel for commercial use.

We look forward to discussing the options for the parcel at the October 28 City Commission meeting.

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Parking Survey Discussion and Consideration of Changes to Downtown Parking Plan</i>	[X] DDA Parking Survey Responses [X] Downtown Parking Lots/Parking Permits Report	[N/A] [N/A]
Prepared by: Chad A. Gamble, P.E. City Manager	Approved by: Chad A. Gamble, P.E. City Manager	

SUMMARY/HIGHLIGHT: On April 24, 2023 the City Commission passed a downtown parking plan that revised many parking enforcement and permitting requirements. The City implemented and signed this new plan with the deployment of all new signage throughout the downtown in the Spring of 2024. During the implementation it was stated that the City would perform a review of the 2023 parking plan and recommend any changes based on feedback and or operational necessity.

The DDA partnered with the City administrative staff to issue a survey that solicited feedback of the 2023 parking plan and any suggested changes to it. The survey was issued for approximately 30 days and the responses received are attached to this RCA. The City administrative staff met and discussed these results as well as internal feedback. We have compiled three changes to recommend to the Commission.

These proposed changes to the 2023 parking plan are as follows:

1. Allow daytime permit Parking Lot #4
2. Change all time-limited parking from 2 hours to 3 hours
3. Issue reserved parking permits in a majority of the City parking lots

BACKGROUND/DISCUSSION: Parking plans and related enforcement, particularly related to the downtown core, has routinely presented challenges due to the diversity of parking related priorities that exist. The need to continually evaluate parking in the downtown is necessary to support the economic vitality and constantly changing parking demands.

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

FISCAL IMPACT: The City currently receives approximately \$27,000 in revenue from permit parking. The offering of reserved parking permits could serve to address several requests for this type of permit parking options and could in turn raise the revenue for the annual maintenance,

operations, and capital improvements required to service our parking assets. The other suggested changes would cause nominal changes to the parking revenues.

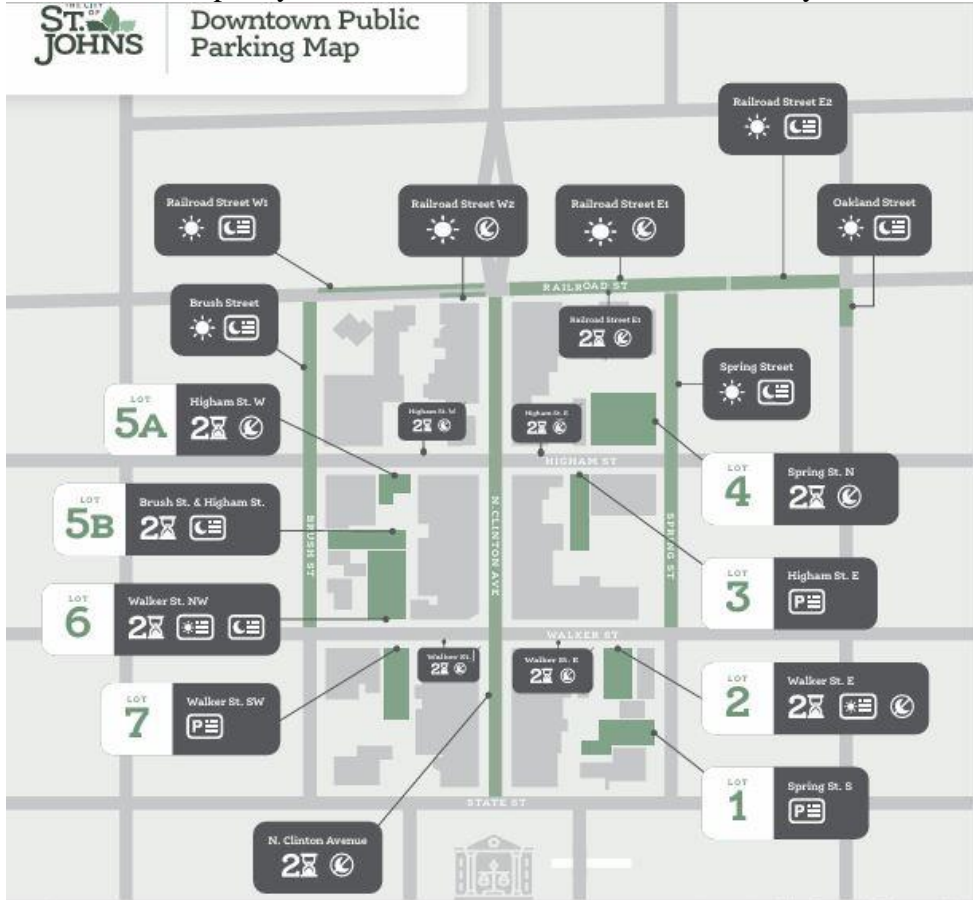
RECOMMENDATION:

- Staff requests that the City Commission approve three parking change recommendations:
 1. Allow daytime permit Parking Lot #4
 2. Change all time-limited parking in the downtown from 2 hours to 3 hours
 3. Issue reserved parking permits in a majority of the City parking lots
- Staff recommends that the City Commission set a new Parking Reserved annual Permit price at \$500

2024 Downtown St Johns Parking Survey Results

We had 27 responses to the survey. Of those responses a majority were residents(11), Next were business owner/workers (8) and 3 responses were from individual that was a combination of the categories. Not everyone responded to every question but their responses are below.

The location map they refer to in their comments is below for your reference.



2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner	4 and 5
What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.	I am not aware of any
Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.	It is working well
What ideas do you have to improve parking in downtown St Johns?	None
Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner	4 and 5.
What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.	No parking available for Deans party store in the back. Parking signs are a bit small. Spring street has no parking spots on the east side that are defined (paint has worn away).
Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.	More awareness of public parking available.
What ideas do you have to improve parking in downtown St Johns?	Allow all day parking on spring and brush for free.
What ideas do you have to improve parking in downtown St Johns?	Happy the way it is. You can't please everybody. This plan is as good as it gets. Having all these cars downtown is a good problem. That means we have shoppers and people eating downtown. We HAVE to keep apartment people and hotel people off the street. Keep the spaces for people spending money in our downtown.

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner

2

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Helping patrons to understand that they will not receive a ticket when they park in front of the library on Railroad street. Many feel that they need to set a timer if they stay longer than the two hours. It's really not a big deal.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

I do appreciate the clarity of the permit and overnight parking signs. I have a son that lives downtown and it's very easy for him to tell which lots and streets to use with his permit. Other than that, I haven't really got much to say on the topic.

What ideas do you have to improve parking in downtown St Johns?

Absolutely none. Sorry.

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner

2-4-and 5

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Lot 3 it's hard for a customer to go to gilroys Bruno's party store insurance office or accountant office and they come out and have a ticket ? I know the little sign says permit only parking ! But they are trying to spend there money downtown to help keep it going !

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

I think the plan is good I just would not enforce it let the business owners enforce it I'm hoping our police have bigger and better things to do if the signs are up and there is a problem then you call the police to help enforce it!

What ideas do you have to improve parking in downtown St Johns?

Having a parking problem is a great thing to have and up until now unfortunately we have never had a parking problem I think for the most part it works itself out

Optional: Name, phone and email address

Dean Mazzolini. 517-819-7820. dbm4184@gmail.com

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner

4. Business Owner :)

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

I pay for parking in a private lot across from my building so I am VERY lucky. If I didnt have this option I am honestly not sure where I would be allowed to park but carrying heavy supplies to and from my shop would be NOT fun! especially in the winter. I have heard from many of my customers later in the day (during dance lessons) the parking out front is FULL and that can not find a decent place to park that wouldn't make them have to walk a block. These are older ladies who cant make it too far so I understand. Especially with the condition of the parking areas 5A between the salon and OhMi or anywhere up around the first block! I feel terrible for the residents of the upstairs apartments not have adequate parking and I cant imagine how its going to be once the new apartments are open.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

NO. not at all. I think they advertised the "new" but not new parking rules and all it did was make people mad thinking things had changed. I have had many customers concerned how they are going to pay for parking. I have to explain that they, as shoppers, do NOT have to pay and the rules honestly haven't changed. I am not sure why everyone seems so confused. I have customers say they have to HURRY so they don't get a ticket or I can't get my hair done down here anymore because i'll get a ticket. I keep telling them don't worry about it you will be fine but they are still concerned. I do NOT think it was a good idea to share it on Facebook even though NOTHING really changed :(Every post I saw really portrayed it in a negative light when nothing had changed much for the general public!

What ideas do you have to improve parking in downtown St Johns?

Tell the dance moms to move their party to the big giant lot on Brush St. LOL
If they are going to enforce the 2 hour parking, I think that salons, tattoo places, and even restaurants should have a way to "validate" parking. Or, have passes they can offer their customers to put in their car window to ease their worries. That they do NOT have to pay for.
I had this thought a while ago. While it may cause some initial madness because, you know, people, it would create more angled parking. I know we all hate one ways but like in Grand Ledge if the side streets of Higham and Walker were one way obviously opposite to each other. You could create an entire side of angled parking. The one way would start at Brush and go to Spring. Instead of 3 or 4 parallel spots we ALL hate it would create MANY more angled easier to use spots on the side streets :)
+REDO THE DAMN LOTS !!!!!!!!!!!!! please :) and repaint lines. the pot holes will swallow a small car FIX THEM !!!!! whoever is responsible for them PLEASE fix the smaller lots!!!

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner

4

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

During peak times Mon-Fri the parking on Clinton Ave can fill up. We only hear a complaint once per month or so.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

The parking in lot #3 has been much improved with the new parking plan. I purchased parking passes for all of my employees and it is nice to see available parking spaces for those of us that purchased the parking permits.

What ideas do you have to improve parking in downtown St Johns?

Continue to enforce the rules that are in place now.
Continue to request community feedback.
A lot will complain but few will provide a new idea or solution

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner

Worker,business owner

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

2 hour parking is not enough time for my customers,many are well over 2 hours.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

No,I feel it discourages shoppers ,you can go to any other business and not pay to park.

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner

4 business owner
2 worker

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

My BIGGEST struggle besides the whole structure of the parking is the 2 hr main st parking.

I'm a hair stylist who offers high end extensions that cost anywhere from \$800-\$2000 per guest. This high end service takes a minimum of 3 hours. Let alone if my client gets color they may be in my chair for 5+ hours.

Having a parking time of 2hrs for my clients is completely impractical. If my client gets a ticket they are upset with me for doing a serine for that long, when my city doesn't provide a spot for them to park on Main Street that allows that time frame.

I have clients that come from Indiana, Ohio, grayling, bay city, royal oak having high ticket services and when they leave they have a parking ticket. It looks bad on my business and the city I'm in.

On top of this the average time of a service at the salon for all stylists is 2-3hrs. This is also a struggle for them and their clients as well. We are in 2024 where salons are upscale offering major services that take time.

On top of this, lot E is where I would normally park behind my building. Purchasing a parking pass would be a waste of money when that lot has 12 spaces for over 7 businesses. Why would I buy a pass when I'm going to have to park in a different lot regardless.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

I do not see a positive. The whole down town district has voiced their opinion against this change and the city/board chose to move forward regardless. Every business has been vocal about how their CUSTOMERS are getting tickets from trying to support them. It's apparent the city/board did not take in to consideration the needs of the downtown businesses and are now seeing the uproar and are using this survey to MAYBE make us feel heard.

What ideas do you have to improve parking in downtown St Johns?

I would completely remove the time limit for Main Street. This encourages customers to come and shop/eat/ walk downtown.

When it comes to parking in lots I understand that there is limiting space as everyone is building apartments. I would have lot passes be business/apartment specific and color coated. Extra lots like lot 4 could be overflow parking and at a cheaper rate than lot specific passes:

Optional: Name, phone and email address

Lauren Bukovcik owner of the hair collab

ekell@mail.lcc.edu

517 388 1150

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

4

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Parking gets crowded on Spring St near the Fire hall (lot 1). I am hoping the angle parking that is supposed to be done on the East side will make parking easier and give enough spaces to alleviate the crowding. Lot 1 currently has handicap parking that is not located near the main st businesses. These are spaces that could be used for employees/tenants who have a lot permit which would then give more space on the street for customers.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

The lots are now permit only, which keeps customers and visitors from using the lots. I believe it helps because now employees who work all day and tenants who live on Main Street now have parking in the lots and don't have to be on the street for the entire day.

What ideas do you have to improve parking in downtown St Johns?

You are not going to make everyone happy. There is simply no room unless you tear down buildings behind the main street buildings. People may have to walk a little further to park in a lot when they are employees and keep the street parking open for customers. We need to keep street parking for customers. Lots do not need handicap spaces, especially if they are not close to the downtown business/rental units. Streets need open curbing in each block to give handicap accessibly and no specific handicap spots. If you have open curbing somewhere in the block then handicap can park anywhere. This makes more sense since a place a handicap person wants to go may be at the end of a block or across the street, no where near the handicap spots. Having handicap in a lot, only being close to one business is not helping any other business in the area.

Optional: Name, phone and email address

Tina Hicks/Redwings Barber Shop
(989)6405237
tinmahicks@yahoo.com

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

2,3,4,5

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

I haven't seen a lot of enforcement for 2 hour or permit only lots during the daytime.

I often would like to park in Lot 3, but it is permit only, so I park in Lot 4 which is 2 hour. Is the point of permit only in Lot 3 for residents?

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

I don't personally see anything negative nor have I heard any negatives. The signage is a great addition and identifies where I can park.

What ideas do you have to improve parking in downtown St Johns?

We have no problems with either business I am associated with and I haven't spent any time thinking about parking so not in a position to make suggestions.

Optional: Name, phone and email address

John Serrine
jserrine.mail@gmail.com
989-292-0768

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

4

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Finding a spot to park from 10 til 7 during the week and 2+hr parking for once a month clients

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

Clearly marked spaces to establish expectations

What ideas do you have to improve parking in downtown St Johns?

Need more parking areas closer for clients during the week. Especially from 4 to 8pm.

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

Business owner

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

There simply are not enough parking spaces for owners or employees. The city has sold a minimum of 159 parking passes. The city has 75 spots total. I understand that there is exchange between day and night parking but to assume that everyone living in the apartments works 8-5 is not realistic. For many years I bought passes for myself and my employees only to have no place to park. We were forced to park on the street and play the 2 hour shuffle. Parking passes for which there are no available parking spots is an unfair practice. If I buy 9 parking passes at 150\$(1350\$) each with no place for my employees or myself to park, this is an unfair tax. Noone wants to use a lot 3 blocks away. Tenants are either not being informed or parking is being misrepresented. When renting parking is assumed to be available and it is not. If a tenant moves in in June, parking permit 100-150\$, moves out the following June the tenant has paid 250/300\$ for parking. As a general rule apartment tenants do not have the income to shop most of down town.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

Zero

What ideas do you have to improve parking in downtown St Johns?

Knock down senior center, move them to former police department and create more parking or vise-versa. Immediate low cost help would be to create angle parking in every lot. Lots do not have to be repaired to repaint lines. Open parking lot of former police department to permit parking. All lots should be equal in restrictions or lack thereof. All streets should have the same restrictions or lack thereof. All lots and streets should be policed equally. It should be easy to create a contract with the frontier building for additional parking.

Optional: Name, phone and email address

Beth Klein

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

4

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

I just worry for my clients who are definitely in getting their hair done for more than 2 hours!

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

Absolutely! Our older clients are able to get closer to the salon and therefore help businesses!

What ideas do you have to improve parking in downtown St Johns?

Parking garage or something but I understand financially how much that would be!

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

1

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Lots are empty in 4 and lot 2 alot .

People PARK in street vs lot. Make lots free and enforce 2hr rules.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

Lots are not wearing out. Business owners get exercise walking to get free spot on street in front of another business.

What ideas do you have to improve parking in downtown St Johns?

Free parking everywhere. No restrictions. You don't enforce 2hr now.

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

1

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Lot 2 being changed to a 2 hour lot has made it so many times I'm not able to park behind where I live. I'm in 118 n clinton ave

Optional: Name, phone and email address

Jordan schneider 989 284 2522 Jschneid236@gmail.com

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

Resident

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

1 and 2 as well as all of the street parking. Why do I have to call every night if I want to have someone stay with me? Also why am I paying 15\$ a month for spots to not be available to me. This is honestly a rip off and it is hurting all of the small businesses.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

Nope... None at all.

What ideas do you have to improve parking in downtown St Johns?

Free parking on streets like it used to be as well as guaranteed parking for residents.

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

Resident/customer

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

I park in lot 1. I live right there in one of the buildings. Lot 2 was taken away as overnight parking and with all the businesses and apartments downtown, lot 1 is not enough parking for everybody. Especially with events. I feel like I pay a lot for an overnight pass and shouldn't have to walk blocks back to my apartment because spots are filled.

Also, with all the businesses, 2 hour parking on the Main Street doesn't work either. People can not get appointments done or shopping done usually in that time frame. Maybe not allowing overnight parking on the main street is fine, but allowing all day parking should be considered.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

I do not. The above reasons are why.

What ideas do you have to improve parking in downtown St Johns?

All day parking on the Main Street, opening back up lots that were closed for overnight residents

Optional: Name, phone and email address

smithdanielle141@yahoo.com

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

I am a resident

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

The biggest parking issue is lot one not being enough parking for the residents that live in heritage hotel and the workers that park there during the day and the guests that stay in the hotel, also parking lot 2 would be beneficial if it was over night parking at night it sits empty most nights unless the restaurant or legion is having a event, with parking lot 2 becoming overnight would allow all hotel guests, residents at the heritage hotel and it would allow residents to be closer in the winter time, nobody wants to haul grocery's 3-4 blocks from where they live.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

No, it has been a mess since they changed it, not enough over night parking for residents, not enough parking for business owners especially in lots 1 and 2,

What ideas do you have to improve parking in downtown St Johns?

They NEED to make lot number 2 over night parking again and if they are going to make residents pay for a parking pass the lots need to be plowed and salted better in the winter time and resurfaced other wise don't make us pay for a pass.

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

1. Resident
3. Customer

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Lot 1 is just ridiculous for parking I have to constantly look for an open parking space it's normally full because of Allabys employees and Court House cuts and there's an entire parking lot empty of vehicles (lot 2) So I have to park on Clinton street ALOT! How are residents suppose to park near there apartments! I'm 61 with a bad hip n back and I simply can't walk 3 blocks to get home with groceries in the rain , snow, sleet!

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

NONE!

What ideas do you have to improve parking in downtown St Johns?

If I must be contained to lot 1 then employees from those businesses should be parking in LOT 2 it's EMPTY!! It should be an overnight parking only for lot 1! I spend a lot of money downtown but I've recently been looking to move and strictly because of the idiocy of the parking situation

Optional: Name, phone and email address

Tamara Seabrook
989-307-9684
tamaraseabrook45@gmail.com

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

1

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

I should not have had to pay \$150 for a parking permit and not even be guaranteed a parking spot. In lot 1, i find it unfair that the employees of our city have to fight with us residents, we each should have our own space that EFFICIENTLY holds us all.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

Absolutely not. It's been nothing but a burden!

What ideas do you have to improve parking in downtown St Johns?

Make more parking areas, make the lot down by Lot 1 available for overnight parking.

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

Resident

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

I purchased a permit to park in Lot 1 which is nearest to my residence and find it hard to find a parking spot.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

Additional overnight parking on the side streets opens a few more options to park

What ideas do you have to improve parking in downtown St Johns?

Open up Lots 2 and 4 for overnight parking

Monitor the side streets for the 2 hour parking limit

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner

Resident

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

The lack of parking lots open for overnight parking.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

No, once the new parking changes were enforced, there's a lack in availability for overnight parking for those with parking passes.

What ideas do you have to improve parking in downtown St Johns?

Perhaps allow overnight parking on Main Street/Clinton Ave for parking pass owners.

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner

3

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Going to donuts shop. People parking in street all day. Parking lot empty?

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

None. Same thing as before.

What ideas do you have to improve parking in downtown St Johns?

Get people park in lots vs street.

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2.Worker/Employee 3.Customer 4.Business Owner 5.Building Owner

Resident and Business Owner

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Lot 7. Amount of spaces / Non Permit People using permitted spots/ The lot will be full so I park in front of my building on Clinton. I'll have sport equipment, groceries to carry in at night (after work and after practices) Last night I woke up in the middle of the night to see if there was a spot that opened up so I wouldn't get a ticket again but its the last thing I'd like to do after a long day is to get out of bed and see if I can successfully find a spot. Also, I have videos of spots being taken that do not have a permits.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

I think the concept is good and fine and it ensures order however it has flaws.

What ideas do you have to improve parking in downtown St Johns?

I think making Lot 6 Permit only too?
Be a little more gracious giving tickets to permitted people if they aren't in a permit spot! Clearly we have a permit but can't find a spot!!!

Perhaps a separate business marked pass? Example 1/business? Gifted by the city? Economy blows and it stinks that I had to buy another one for my employee on top of getting numerous tickets myself.

Optional: Name, phone and email address

Emily Baudoux
989-292-2354
helloriseupco@gmail.com

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

- 1.
- 2.
- 3.
- 4.
- 5.

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Regarding Lot #3 there is a big shortage of parking spaces for employees, customers and shoppers. This becomes more congested when deliveries are made to the businesses. When there are events downtown the lack of spaces compounds the parking problem.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

Absolutely not in fact direct enforcement of 2 hour parking has discouraged shoppers from coming downtown.

What ideas do you have to improve parking in downtown St Johns?

Build a parking ramp.

Optional: Name, phone and email address

Ruth L. Pasch
(989) 224-4471
ruth@4wbi.net

2024 Downtown St Johns Parking Survey Results

Which option best describes you? Please fill in all that apply. In downtown St Johns I am a: 1. Resident 2. Worker/Employee 3. Customer 4. Business Owner 5. Building Owner

1

What are the biggest parking challenges in downtown St Johns? Please be specific, mention the lot or street to which you are referring. A map has been provided above for your reference, this survey only covers the downtown district.

Not enough spaces in lot 1 for the people that live here, and work here. Lot 2 used to help accommodate the parking for over night, but for some reason you can no longer park there over night without the risk of a ticket. So the parking lot sits completely empty and serves as wasted space. I have lived here for 5 years now, and it has been a struggle from day one. The parking passes have increased each year outside of 1 year off. Even though you pay for a pass, you are not guaranteed a spot or exemption from a ticket. This gives the impression that the pass is simply a money grab, or a form of control. There has been zero effort to improve the conditions of the lots, as in potholes, loose gravel, or poor plowing/salting in the winters. Cars regularly get stuck and have to be shoveled out and pushed out of the drifts from the wind and the one swipe the plow truck makes through. There is grass standing 3'-4' tall behind the old police station which serves as both an eyesore, and haven for bugs, trash, and vermin. If there are no spots open when you arrive home from work, you are expected to park 2 blocks away and walk home whether you may have groceries, or simply be exhausted from work. Again lot 2 sits completely empty. I feel that because I unfortunately can not afford a house, and live in an apartment, that I am viewed as less significant than a homeowner by the city. No homeowner would be expected to park 2 blocks away from where they live to avoid incurring tickets and fines by the city that apparently doesn't have a higher priority for the police department to handle than parking tickets. The police now cruise the parking lot in the middle of the day looking for the hardened criminal behavior of not having a pass hung on your mirror. As semi trucks fly down 21 speeding in excess of 40mph shaking the surrounding buildings. This does not seem like tax payers money being used wisely. There are many different alternatives for the lots that could be used to alleviate a large number of the parking issues. After 5 years living and observing here, I would love to offer valid reasonable input to help.

Do you see any positives to the recent changes to the parking plan in downtown? Again, please be specific.

No, nope, I do not.

What ideas do you have to improve parking in downtown St Johns?

There is wasted space not being utilized. You would fit more parking spaces, thus more people if you were to angle the spaces and make it a one way entry and exit. I have many different reasonable ideas that I have thought extensively about the logistics of, and would be very open to being contacted about these suggestions. Another idea, would be more improved snow/ice removal. Guaranteed or assigned parking. Reopening lot 2 for overnight parking, and many more ideas.

Optional: Name, phone and email address


Phillip Gunnell
(810)449-5797
Phill1993@hotmail.com



St. Johns Police Department

David Kirk, *Chief of Police*

“Ready to Protect, Proud to Serve”

TO: Chief Kirk
FROM: April Lech 
DATE: September 17, 2024
RE: Downtown Parking Lots/Parking Permits

In July of this year, I coordinated with Intern Kent to conduct a survey to better understand the usage of the city parking lots in the downtown area. Intern Kent visited each parking lot in the morning and afternoon, Monday through Friday, for two weeks. Attached are sheets showing the tables from that survey.

It had been brought to our attention recently that it appeared Lot 4 was being underused because it was limited to only 2-hour or less parking. Those with permits were not allowed to use it during the day or overnight. The survey confirmed that Lot 4, which has 33 regular and 2 handicap spaces, was never more than 50% full and most times only approximately 1/3 full when visited.

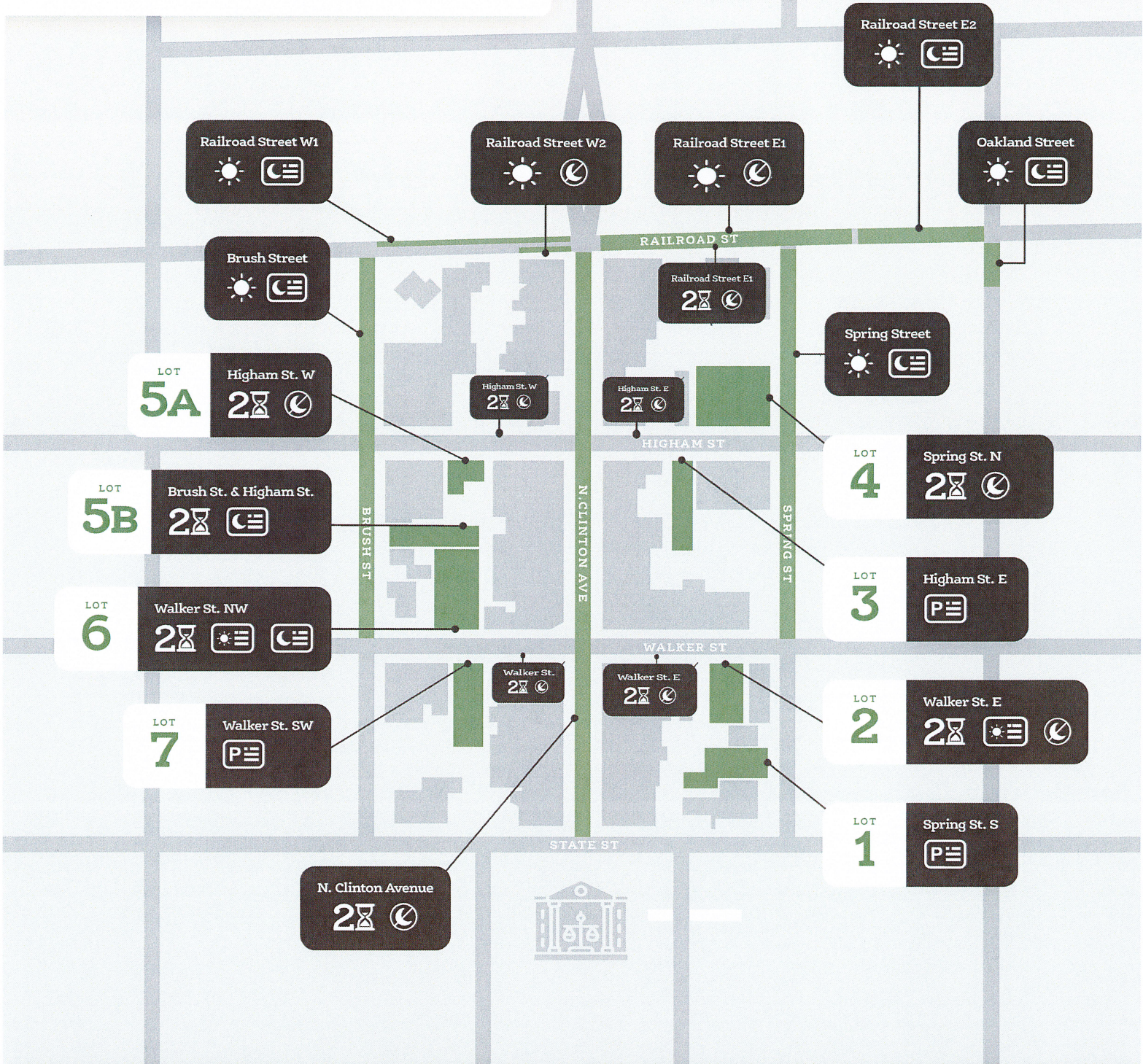
Because there is not a parking lot in the 3rd block that allows for permit parking, it would benefit residents and business owners to either allow daytime or overnight parking with a permit. Because that lot is surrounded by the areas where overnight street parking is allowed with a permit, my recommendation would be to allow daytime parking with a permit in Lot 4.

The survey also confirmed what we have heard that Lots 1, 3, 6, and 7 were generally 75% or more full during the daytime hours. Because all of those lots also allow overnight parking with a permit, it may be a benefit to have our night shift officers complete a survey of those lots over the course of a week or two to see what percentage they are utilized at night.

If you have any questions about the attached survey forms, please let me know!

Date/Time	7/15 11:20 a.m.	7/15 2:15 p.m.	7/16 10:45 a.m.	7/16 2:00 p.m.	7/17 10:50 a.m.	7/17 1:30 p.m.	7/18 10:50 a.m.	7/18 1:45 p.m.	7/19 11:00 a.m.	7/19 2:05 p.m.	Available Parking
Lot 1	14	16	16	13	15	14	17	15	16	16	19 spaces (2 Hcp)
Lot 2	6	5	2	5	5	5	11	8	6	3	13 spaces (2 Hcp)
Lot 3	11	8	13	9	7	6	11	9	7	9	13 spaces
Lot 4	14	16	13	14	11	9	10	9	11	14	33 spaces (2 Hcp)
Lot 5A	4	4	4	4	1	4	3	1	3	1	4 spaces (2 Hcp)
Lot 5B	10	6	9	8	8	4	10	8	5	5	11 spaces
Lot 6	22	21	28	27	20	21	24	25	18	15	28 spaces (1 Hcp)
Lot 7	10	10	6	7	12	9	12	10	7	10	17 spaces (2 Hcp)

Date/Time	7/22 10:50 a.m.	7/22 1:53 p.m.	7/23 10:50 a.m.	7/23 1:40 p.m.	7/24 10:50 a.m.	7/24 2:00 p.m.	7/25 10:50 a.m.	7/25 2:05 p.m.	7/26 10:50 a.m.	7/26 1:57 p.m.	Available Parking
Lot 1	16	15	13	14	13	12	14	14	15	14	19 spaces (2 Hcp)
Lot 2	6	5	8	9	4	2	8	4	3	3	13 spaces (2 Hcp)
Lot 3	13	10	11	13	12	10	12	9	10	9	13 spaces
Lot 4	11	10	15	14	10	11	10	13	13	12	33 spaces (2 Hcp)
Lot 5A	1	2	0	0	4	1		2	2	2	4 spaces (2 Hcp)
Lot 5B	11	8	9	8	8	7		4	6	6	11 spaces
Lot 6	23	20	25	25	20	19		20	19	17	28 spaces (1 Hcp)
Lot 7	13	11	11	8	11	12		10	11	14	17 spaces (2 Hcp)



No Daytime Restrictions



2 Hour Limit



No Overnight
1am-6am



Daytime Permit



Overnight Permit



Permit Only

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:
Subject: <i>Quarterly Budget Report Presentation</i>	<input checked="" type="checkbox"/> <i>Revenue and Expenditure Report as of 9/30/24</i> <input type="checkbox"/> <input type="checkbox"/>
Prepared by: Kristina Kinde Deputy City Manager Treasurer	Approved by: Chad A. Gamble, P.E. City Manager

SUMMARY/HIGHLIGHT: This agenda item is meant to highlight fiscal year-to-date revenue and expenditure activity through the first quarter ending September 30, 2024. The only budget amendments are rollover of expenditures related to projects/purchases from fiscal year 2023/24 that were obligated as of June 30, 2024, but not completed, budget adjustments within the same department and grant or insurance revenue and expenses that net to zero. Through the first quarter, revenues and expenditures generally represent approximately 25% of the budget.

BACKGROUND/DISCUSSION: The original budget column indicated in the attachment, is the budget approved at the May 20, 2024 Commission meeting. The first set of budget adjustments will be presented during the second quarter budget presentation.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: This is a presentation of the budget vs. actual year to date comparison and has no fiscal impact.

RECOMMENDATION: There is no formal action needed to be taken as this is a discussion only item.

PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND					
Revenues					
UNCLASSIFIED	Unclassified	5,873,889.82	3,103,622.36	2,770,267.46	52.84
TOTAL REVENUES		5,873,889.82	3,103,622.36	2,770,267.46	52.84
Expenditures					
101	LEGISLATIVE DEPARTMENT	625,976.40	122,256.36	503,720.04	19.53
172	ADMINISTRATION DEPARTMENT	1,190,852.49	380,526.43	810,326.06	31.95
265	MUNICIPAL BUILDING	90,000.00	22,473.00	67,527.00	24.97
301	POLICE DEPARTMENT	1,851,371.24	380,237.35	1,471,133.89	20.54
336	FIRE DEPARTMENT	3,103.02	0.00	3,103.02	0.00
441	DEPARTMENT OF PUBLIC WORKS	520,736.38	101,747.89	418,988.49	19.54
751	RECREATION DEPARTMENT	182,382.11	57,364.73	125,017.38	31.45
752	PARKS DEPARTMENT	179,541.23	50,405.92	129,135.31	28.07
901	CAPITAL EXPENSE/RESERVES	1,299,958.71	496,431.45	803,527.26	38.19
TOTAL EXPENDITURES		5,943,921.58	1,611,443.13	4,332,478.45	27.11
Fund 101 - GENERAL FUND:					
TOTAL REVENUES		5,873,889.82	3,103,622.36	2,770,267.46	52.84
TOTAL EXPENDITURES		5,943,921.58	1,611,443.13	4,332,478.45	27.11
NET OF REVENUES & EXPENDITURES		(70,031.76)	1,492,179.23	(1,562,210.99)	2,130.72
Fund 125 - WILSON CENTER					
Revenues					
UNCLASSIFIED	Unclassified	91,341.67	0.00	91,341.67	0.00
TOTAL REVENUES		91,341.67	0.00	91,341.67	0.00
Expenditures					
751	RECREATION DEPARTMENT	8,074.00	5,000.00	3,074.00	61.93
901	CAPITAL EXPENSE/RESERVES	83,267.67	32,990.00	50,277.67	39.62
TOTAL EXPENDITURES		91,341.67	37,990.00	53,351.67	41.59
Fund 125 - WILSON CENTER:					
TOTAL REVENUES		91,341.67	0.00	91,341.67	0.00
TOTAL EXPENDITURES		91,341.67	37,990.00	53,351.67	41.59
NET OF REVENUES & EXPENDITURES		0.00	(37,990.00)	37,990.00	100.00
Fund 136 - FIRE DEPARTMENT					
Revenues					
UNCLASSIFIED	Unclassified	549,145.27	331,650.79	217,494.48	60.39
TOTAL REVENUES		549,145.27	331,650.79	217,494.48	60.39
Expenditures					
336	FIRE DEPARTMENT	271,681.57	79,879.20	191,802.37	29.40
901	CAPITAL EXPENSE/RESERVES	277,419.90	269,969.90	7,450.00	97.31
TOTAL EXPENDITURES		549,101.47	349,849.10	199,252.37	63.71
Fund 136 - FIRE DEPARTMENT:					
TOTAL REVENUES		549,145.27	331,650.79	217,494.48	60.39
TOTAL EXPENDITURES		549,101.47	349,849.10	199,252.37	63.71
NET OF REVENUES & EXPENDITURES		43.80	(18,198.31)	18,242.11	1,548.65
Fund 202 - MAJOR STREET FUND					
Revenues					
UNCLASSIFIED	Unclassified	1,456,318.00	458.08	1,455,859.92	0.03
TOTAL REVENUES		1,456,318.00	458.08	1,455,859.92	0.03
Expenditures					

PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND					
Expenditures					
451	NEW CONSTRUCTION	382,342.08	0.00	382,342.08	0.00
463	STREET MAINTENANCE	943,589.50	89,647.45	853,942.05	9.50
475	TRAFFIC SERVICE MAINTENANCE	49,165.66	5,770.67	43,394.99	11.74
479	SNOW AND ICE CONTROL	35,246.69	649.26	34,597.43	1.84
483	ADMINISTRATION AND ENGINEERING	99,165.00	23,291.25	75,873.75	23.49
TOTAL EXPENDITURES		1,509,508.93	119,358.63	1,390,150.30	7.91
Fund 202 - MAJOR STREET FUND:					
TOTAL REVENUES		1,456,318.00	458.08	1,455,859.92	0.03
TOTAL EXPENDITURES		1,509,508.93	119,358.63	1,390,150.30	7.91
NET OF REVENUES & EXPENDITURES		(53,190.93)	(118,900.55)	65,709.62	223.54
Fund 203 - LOCAL STREET FUND					
Revenues					
UNCLASSIFIED	Unclassified	920,240.00	336.82	919,903.18	0.04
TOTAL REVENUES		920,240.00	336.82	919,903.18	0.04
Expenditures					
463	STREET MAINTENANCE	830,333.00	30,130.65	800,202.35	3.63
475	TRAFFIC SERVICE MAINTENANCE	33,455.52	10,083.95	23,371.57	30.14
479	SNOW AND ICE CONTROL	33,430.03	467.46	32,962.57	1.40
483	ADMINISTRATION AND ENGINEERING	55,067.00	12,266.75	42,800.25	22.28
TOTAL EXPENDITURES		952,285.55	52,948.81	899,336.74	5.56
Fund 203 - LOCAL STREET FUND:					
TOTAL REVENUES		920,240.00	336.82	919,903.18	0.04
TOTAL EXPENDITURES		952,285.55	52,948.81	899,336.74	5.56
NET OF REVENUES & EXPENDITURES		(32,045.55)	(52,611.99)	20,566.44	164.18
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
Revenues					
UNCLASSIFIED	Unclassified	45,630.00	42,579.31	3,050.69	93.31
TOTAL REVENUES		45,630.00	42,579.31	3,050.69	93.31
Expenditures					
451	NEW CONSTRUCTION	75,710.00	27,074.59	48,635.41	35.76
TOTAL EXPENDITURES		75,710.00	27,074.59	48,635.41	35.76
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:					
TOTAL REVENUES		45,630.00	42,579.31	3,050.69	93.31
TOTAL EXPENDITURES		75,710.00	27,074.59	48,635.41	35.76
NET OF REVENUES & EXPENDITURES		(30,080.00)	15,504.72	(45,584.72)	51.54
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND					
Revenues					
UNCLASSIFIED	Unclassified	248,343.81	272,792.38	(24,448.57)	109.84
TOTAL REVENUES		248,343.81	272,792.38	(24,448.57)	109.84
Expenditures					
172	ADMINISTRATION DEPARTMENT	10,399.00	665.20	9,733.80	6.40
901	CAPITAL EXPENSE/RESERVES	55,000.00	0.00	55,000.00	0.00
TOTAL EXPENDITURES		65,399.00	665.20	64,733.80	1.02
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND:					
TOTAL REVENUES		248,343.81	272,792.38	(24,448.57)	109.84

PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND					
TOTAL EXPENDITURES		65,399.00	665.20	64,733.80	1.02
NET OF REVENUES & EXPENDITURES		182,944.81	272,127.18	(89,182.37)	148.75
Fund 251 - PRINCIPAL SHOPPING DISTRICT					
Revenues					
UNCLASSIFIED	Unclassified	80,725.00	78,207.81	2,517.19	96.88
TOTAL REVENUES		80,725.00	78,207.81	2,517.19	96.88
Expenditures					
172	ADMINISTRATION DEPARTMENT	76,300.00	40,718.81	35,581.19	53.37
TOTAL EXPENDITURES		76,300.00	40,718.81	35,581.19	53.37
Fund 251 - PRINCIPAL SHOPPING DISTRICT:					
TOTAL REVENUES		80,725.00	78,207.81	2,517.19	96.88
TOTAL EXPENDITURES		76,300.00	40,718.81	35,581.19	53.37
NET OF REVENUES & EXPENDITURES		4,425.00	37,489.00	(33,064.00)	847.21
Fund 401 - FANTASY FOREST					
Revenues					
UNCLASSIFIED	Unclassified	1,004,000.00	5,000.00	999,000.00	0.50
TOTAL REVENUES		1,004,000.00	5,000.00	999,000.00	0.50
Expenditures					
451	NEW CONSTRUCTION	809,000.00	12,986.38	796,013.62	1.61
TOTAL EXPENDITURES		809,000.00	12,986.38	796,013.62	1.61
Fund 401 - FANTASY FOREST:					
TOTAL REVENUES		1,004,000.00	5,000.00	999,000.00	0.50
TOTAL EXPENDITURES		809,000.00	12,986.38	796,013.62	1.61
NET OF REVENUES & EXPENDITURES		195,000.00	(7,986.38)	202,986.38	4.10
Fund 402 - WILSON CENTER CAPITAL IMPROVEMENT					
Expenditures					
451	NEW CONSTRUCTION	0.00	27,950.00	(27,950.00)	100.00
TOTAL EXPENDITURES		0.00	27,950.00	(27,950.00)	100.00
Fund 402 - WILSON CENTER CAPITAL IMPROVEMENT:					
TOTAL REVENUES		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	27,950.00	(27,950.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(27,950.00)	27,950.00	100.00
Fund 405 - STREET MILLAGE PROJECTS II					
Revenues					
UNCLASSIFIED	Unclassified	0.00	1.02	(1.02)	100.00
TOTAL REVENUES		0.00	1.02	(1.02)	100.00
Fund 405 - STREET MILLAGE PROJECTS II:					
TOTAL REVENUES		0.00	1.02	(1.02)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	1.02	(1.02)	100.00
Fund 406 - STREET MILLAGE FUNDS III					
Revenues					
UNCLASSIFIED	Unclassified	998,000.95	798,134.94	199,866.01	79.97
TOTAL REVENUES		998,000.95	798,134.94	199,866.01	79.97

PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 406 - STREET MILLAGE FUNDS III					
Expenditures					
451	NEW CONSTRUCTION	998,000.00	0.00	998,000.00	0.00
TOTAL EXPENDITURES		998,000.00	0.00	998,000.00	0.00
Fund 406 - STREET MILLAGE FUNDS III:					
TOTAL REVENUES		998,000.95	798,134.94	199,866.01	79.97
TOTAL EXPENDITURES		998,000.00	0.00	998,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.95	798,134.94	(798,133.99)	4,204.21
Fund 515 - GARBAGE FUND					
Revenues					
UNCLASSIFIED	Unclassified	937,287.74	851,047.55	86,240.19	90.80
TOTAL REVENUES		937,287.74	851,047.55	86,240.19	90.80
Expenditures					
528	SANITATION ACTIVITIES	961,757.74	148,814.47	812,943.27	15.47
TOTAL EXPENDITURES		961,757.74	148,814.47	812,943.27	15.47
Fund 515 - GARBAGE FUND:					
TOTAL REVENUES		937,287.74	851,047.55	86,240.19	90.80
TOTAL EXPENDITURES		961,757.74	148,814.47	812,943.27	15.47
NET OF REVENUES & EXPENDITURES		(24,470.00)	702,233.08	(726,703.08)	2,869.77
Fund 592 - WATER AND WASTEWATER FUND					
Revenues					
UNCLASSIFIED	Unclassified	6,550,943.00	1,591,302.58	4,959,640.42	24.29
TOTAL REVENUES		6,550,943.00	1,591,302.58	4,959,640.42	24.29
Expenditures					
536	WATER AND SEWER REVENUE BONDS	253,428.13	71,232.13	182,196.00	28.11
540	WATER PRODUCTION	1,012,654.49	198,066.17	814,588.32	19.56
541	WATER DISTRIBUTION	685,993.72	131,503.20	554,490.52	19.17
550	WASTEWATER TREATMENT PLANT	1,416,838.45	259,019.42	1,157,819.03	18.28
560	CAPITAL IMPROVEMENTS	2,840,812.26	275,234.97	2,565,577.29	9.69
561	ADMINISTRATION	694,229.00	167,807.24	526,421.76	24.17
TOTAL EXPENDITURES		6,903,956.05	1,102,863.13	5,801,092.92	15.97
Fund 592 - WATER AND WASTEWATER FUND:					
TOTAL REVENUES		6,550,943.00	1,591,302.58	4,959,640.42	24.29
TOTAL EXPENDITURES		6,903,956.05	1,102,863.13	5,801,092.92	15.97
NET OF REVENUES & EXPENDITURES		(353,013.05)	488,439.45	(841,452.50)	138.36
Fund 661 - MOTOR POOL FUND					
Revenues					
UNCLASSIFIED	Unclassified	683,112.91	278.76	682,834.15	0.04
TOTAL REVENUES		683,112.91	278.76	682,834.15	0.04
Expenditures					
271	MOBILE EQUIPMENT EXPENDITURES	794,931.73	117,078.06	677,853.67	14.73
TOTAL EXPENDITURES		794,931.73	117,078.06	677,853.67	14.73
Fund 661 - MOTOR POOL FUND:					
TOTAL REVENUES		683,112.91	278.76	682,834.15	0.04
TOTAL EXPENDITURES		794,931.73	117,078.06	677,853.67	14.73
NET OF REVENUES & EXPENDITURES		(111,818.82)	(116,799.30)	4,980.48	104.45

PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 09/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 805 - SPECIAL ASSESSMENT CAPITAL PROJECT FUND					
Revenues					
UNCLASSIFIED	Unclassified	0.00	2,158.00	(2,158.00)	100.00
TOTAL REVENUES		0.00	2,158.00	(2,158.00)	100.00
Fund 805 - SPECIAL ASSESSMENT CAPITAL PROJECT FUND:					
TOTAL REVENUES		0.00	2,158.00	(2,158.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,158.00	(2,158.00)	100.00
TOTAL REVENUES - ALL FUNDS		19,438,978.17	7,077,570.40	12,361,407.77	36.41
TOTAL EXPENDITURES - ALL FUNDS		19,731,213.72	3,649,740.31	16,081,473.41	18.50
NET OF REVENUES & EXPENDITURES		(292,235.55)	3,427,830.09	(3,720,065.64)	1,172.97

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: 2025-2026 Fiscal Year Budget Preparation Schedule and Special Commission Meeting Request	[X] 2025-2026 Budget Calendar	[N/A]
Prepared by: Chad A. Gamble, P.E. City Manager	Approved by: Chad A. Gamble, P.E. City Manager	

SUMMARY/HIGHLIGHT: It is time to begin the formal budgeting and strategic planning process for the City’s FY 25/26 budget. Last year we began the process of budgeting with adding in a strategic planning process that helped guide the administrative staff with melding detailed strategic goals of the Commission with specific budget projects/funding.

Last year the City used a consultant to lead the strategic planning process. This year the City Manager will lead this process with the hopes of saving the City money. In addition to the strategic planning process that is proposed to begin in November, we are proposing to again establish meetings with division and department heads to permit more detailed budget/CIP discussions. As part of this process staff is proposing to add special meetings ahead of regular Commission meetings. The specific special meetings and topics are listed in detail below.

- 4:00 p.m., November 25, 2024 – Strategic Planning Meeting #1
- 4:30 p.m., December 9, 2024 - Strategic Planning Meeting #2
- 4:00 p.m., January 27, 2025, Capital Improvement Project detailed presentation and discussion between administration and Commission.
- 4:00 p.m., February 24, 2025 - Joint Planning Commission & City Commission meeting to receive adopt capital improvement Plan presentation and recommendation to City Commission.

BACKGROUND/DISCUSSION: N/A

STRATEGIC PLAN OBJECTIVE: The budget and strategic planning processes are pivotal to aligning the Commission’s specific strategic objectives and the individual budget projects or programs that align with these objectives.

FISCAL IMPACT: N/A

RECOMMENDATION: Staff recommends the City Commission adopt the special Commission meeting schedule included as noted above, and part of the 2025-2026 Fiscal Year Budget Preparation Schedule.

M E M O R A N D U M

TO: St Johns City Commission
Department Heads

FROM: Chad A. Gamble, P.E., City Manager
Kristina Kinde, City Finance Director

DATE: October 21, 2024

RE: 2025 – 2026 FISCAL YEAR BUDGET PREPARATION CALENDAR

Nov 25, 4pm Special Commission meeting – Strategic Planning(SP) meeting #1

Dec 9, 4:30 pm Special Commission meeting – Strategic Planning meeting #2 – Finalize Budget SP

Jan 6 Deadline for input of CIP in ClearGov by Department Heads

Jan 13-17 Administrative Team to meet with Department Heads to discuss Capital Improvement Plan, budget goals, long range plans, fee & rate schedules, and personnel needs

Jan 17 Staff Executive Team to discuss personnel recommendations for FY 2025/26

Jan 27, 4pm Capital Improvement Project detailed presentation and discussion between administration and Commission.

Feb 13 Personnel Advisory Committee meets to discuss personnel recommendations for 2025/26

Feb 18 Department Heads submit budget reports to Finance Director

Feb 24, 4pm Planning Commission and City Commission to hold joint public hearing for Planning Commission to adopt Capital Improvement Plan and recommendation to City Commission

Feb 24, 6pm Capital Improvement Plan submitted to the City Commission for approval

Mar 31 – Apr 4 Administrative team to meet with department heads to discuss preliminary budget

Apr 7 Finance Advisory Committee meets to review final budget prior to City Commission meeting

Apr 28 Formal presentation of **2025/2026 Budget** to City Commission and hold hearing on millage rate; if necessary (Commission sets public hearing)

May 9 Notice of hearing to paper

May 18 Publish notice of final hearing (at least 6 days prior to hearing; MSA 141.912)

May 27 Public hearing on budget. Adoption of budget and acceptance of millage rate (at least 7 days after hearing)

May 28 Clerk to submit L-4029 Millage Request Form to County Clerk & other taxing units as per Budget Public Hearing & Budget adoption.

May 28

Summary to paper

Jun 1

Publish budget summary

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: Wilson Community Center Agreement Modifications due to Proposed Federal Tax Credits	[X] Addendum to Development Agreement	[X]
	[X] Addendum to Condominium Bylaws	[X]
	[X] Addendum to Purchase Real Estate	[X]
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: At a special Commission meeting on October 10, 2023, the City Commission approved the Wilson Center Development and Master Deed agreements between the City and 101 W. Cass St., LLC. Subsequent to the execution of these agreements, Dymaxion Development has applied for the use of Federal Historic Tax Credits. These credits come from the federal government, not local tax authorities. These funds can be used towards the buildout of the apartments that make up the Unit #2 space, with the increased requirements of preserving the historical aspects of the building.

Dymaxion has submitted Part 1 of the Federal Tax Credit application and fully intends on completing the process via Part 2 of the application when the design of all building improvements is complete.

The eligibility for the credits will cause some minor changes to be made as part of the project. These changes require minor modifications of the Development Agreement, Purchase Agreement, and the Condominium Bylaws. The proposed changes to these agreements are presented with this RCA for consideration.

BACKGROUND/DISCUSSION:

The Wilson Center Project aims to revitalize the historic Rodney B. Wilson High School by transforming it into a hub for community engagement and activities as well as creating approximately 45 new apartment units. The project involves preserving the building's historic features while upgrading its infrastructure to create spaces for living, education, recreation, and events. With a focus on community collaboration, the renovated Wilson Center will provide resources and activities for all ages, enhancing St. Johns' cultural and social environment while also placing additional residents near the downtown business core.

STRATEGIC PLAN OBJECTIVE:

Master Plan - Parks and Recreation

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

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

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

FISCAL IMPACT: The use of federal historic tax credits by Dymaxion will permit additional investments in finishes and overall project funding. The requirements may also require the city to redesign and/or spend more money on finishes and or more historic treatments. The amendments to the development agreement provide for all the increased costs, in design, construction, and legal fees to be bore by Dymaxion.

RECOMMENDATION: It is recommended that the Commission approve the amendments to the Wilson Center development documents as presented. (The vote on the amendments should be made separately and request the mayor be authorized to sign them if passed on behalf of the City.)

ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum ("Addendum") is made and entered into as of _____, 2024, by and between 101 W Cass LLC ("Developer") and the City of St Johns, Michigan (the "City"), and it amends and supplements the Development Agreement dated 10/23/2023, concerning the property located at 101 W. Cass St, St Johns, MI 48879 (the "Agreement"). The parties agree:

1. Historic Tax Credits

The parties acknowledge that historic tax credits are intended to be incorporated into the project. The parties agree as follows:

1.1 Historic Modifications

The parties acknowledge the potential for requested changes in design, construction methodology, or material selections as part of the historic review process. The parties shall conform the design of their spaces to the requirements set forth by the Michigan State Historic Preservation Office.

1.2 Additional Costs

If additional costs are incurred through material or design changes, inclusive of costs to redesign, at no fault of the City, the Developer will cover the incremental difference in costs.

1.3 Legal Fees

The Developer will cover legal costs incurred by the City for modification to any project documents associated with the incorporation of historic tax credits into the project.

2. Amendment to Section 7.b.iv

Section 7.b.iv shall now read: "Construction of the Public Improvements & Common Elements under this Agreement shall begin within 3-months of the issuance of a Part 2 Historic Tax Credit Application Approval".

3. Remaining Provisions

All other terms and conditions of the Agreement remain unchanged and in full effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

Developer

101 W Cass LLC

City

City of St Johns

Scott Dzurka, Mayor

ADDENDUM TO CONDOMINIUM BYLAWS

This Addendum ("Addendum") is made and entered into as of _____, 2024, by and between 101 W Cass LLC ("Seller") and the City of St Johns, Michigan ("Purchaser"), and it amends and supplements the Condominium Bylaws (the "Bylaws") attached to the Agreement to Purchase and Sell Real Estate dated 9/15/2022, concerning the property located at 101 W. Cass St, St Johns, MI 48879 (the "Agreement"). The parties agree that such Bylaws will be supplemented as follows (and will be attach to the Bylaws when the Bylaws are recorded with the Clinton County Register of Deeds):

1. Periodic Quality Monitoring Plan

The Co-Owners will conduct air quality tests every two years to ensure the safe quality of the air in the building and to ensure no exposure to asbestos-containing materials.

2. ACM Disturbance

In the event of disturbance of previously encapsulated asbestos-containing material, the Co-owner responsible for creating the disturbance shall bear the cost of remedy, which remedy will be undertaken promptly after the discovery of the disturbance.

3. Remaining Provisions

All other terms and conditions of the Agreement remain unchanged and in full effect.

The parties have executed this Addendum as of the date first above written.

Seller

101 W Cass LLC

Purchaser

City of St Johns

Scott Dzurka, Mayor

ADDENDUM TO AGREEMENT TO PURCHASE AND SELL REAL ESTATE

This Addendum ("Addendum") is made and entered into as of _____, 2024, by and between 101 W Cass LLC ("Seller") and the City of St Johns, Michigan ("Purchaser"), and it amends and supplements the Agreement to Purchase and Sell Real Estate dated 9/15/2022, concerning the property located at 101 W. Cass St, St Johns, MI 48879 (the "Agreement"). The parties agree:

1. Escrow for Removal of Universal Waste Items

The parties will establish a \$10,000 escrow at closing for the removal of Universal Waste items from the building ("Escrow Funds"). The following terms apply:

1.1 Establishment of Escrow

The Seller shall deposit \$10,000 in escrow with Diversified National Title ("Escrow Agent") at closing.

1.2 Use of Escrow Funds

The Escrow Funds shall be reserved solely for the removal of Universal Waste items described on Exhibit A from the building located at 101 W. Cass St, St Johns, MI 48879. The Seller has the right to draw upon these funds as soon as the Universal Waste items have been fully removed from the building, subject to the written consent of Purchaser.

1.3 Release of Funds

Upon confirmation of the removal of all Universal Waste items, as reasonably agreed by the Seller and Purchaser, the Escrow Agent is authorized to release the Escrow Funds to the Seller.

2. Remaining Provisions

All other terms and conditions of the Agreement remain unchanged and in full effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

Seller

101 W Cass LLC

Purchaser

City of St Johns

Scott Dzurka, Mayor

EXHIBIT A

Universal Waste Abatement

1. Removal of 2,580 fluorescent light bulbs. The bulbs vary in size but are generally 4' in length.
2. Removal of 55 emergency exit signs.
3. Removal of 57 hydraulic door hinges.
4. Removal of 24 fire extinguishers.
5. Removal of 1,040 PCB light ballasts.
6. Removal of 36 air conditioners.
7. Removal of 14 refrigerators/freezers.
8. Removal of 2 vending machines
9. Removal of 5 Television sets.
10. Removal of 100 containers of paints/stains. These containers are of various sizes.
11. Removal of 19 thermostats.

**CITY OF ST. JOHNS, MICHIGAN
REQUEST FOR COMMISSION ACTION
October 28, 2024**

Department: Administration	Attachments:	Submitted to CA for Review
Subject: <i>Credit Card Issuance and Rebate Program Approval</i>	[] [] []	[]
Prepared by: Chad A. Gamble, P.E., City Manager	Approved by: Chad A. Gamble, P.E., City Manager	

SUMMARY/HIGHLIGHT: At the May 20, 2024 Commission meeting the Commission approved modifications to the City’s purchasing policy. Due to the continual increase in the cost of goods and streamlining of the City’s purchase order (PO) protocols, the threshold of the issuance of a purchase order was raised to \$5,000. In addition, the City currently has one debit card, that is not as secure as a credit card, and is used for purchases by multiple different divisions for online purchases.

The City researched pro-card purchase policies and incentives that would be beneficial to the City in streamlining purchases in the most cost-effective ways. We met with Mercantile Bank, who the City currently banks with to research programs with these goals in mind. They recommended the issuance of and use of a limited number of pro-cards with set limits. These pro-cards can also earn anywhere from 0.25% to 1.15% rebates of purchases depending on the minimum spend of the card. These rebates are returned annually to the City via a rebate check. It is estimated that this check could earn tens of thousands of dollars.

Suggested Credit Card limits by Position:

Wastewater Supervisor:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Public Works Supervisor:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Water Supervisor:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Public Service Director:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Parks & Recreation Director:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Police Chief:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Deputy Police Chief:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Police Administrator:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Fire Chief:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Clerk:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Treasurer:	\$5,000 individual purchase limit / \$25,000 monthly maximum
Deputy City Manager:	\$25,000 individual purchase limit / \$100,000 monthly maximum
City Manager:	\$25,000 individual purchase limit / \$100,000 monthly maximum

Other pro-cards the City would issue upon approval of the DDA/PSD Board would be a pro card to the Director at the following limits:

DDA Director: \$5,000 individual purchase limit / \$25,000 monthly maximum

The cards would be issued with the City Logo on them and with the City's EIN number. In addition, staff would have to sign a cardholder agreement form that stipulates proper uses and responsibilities of the cardholder. The City would require monthly auditing of purchases via internal review of all receipts and any additional documentation. The procurement cards would be a privilege and use by individual employees will be terminated if the rules are not followed.

BACKGROUND/DISCUSSION: The City has a purchase policy that governs the authority (and related limits), process, procedure and details of the procurement of goods and services for the City. This policy was updated and approved at the May 20, 2024. Some of the changes adopted raised the overall limit for formal bids, thus raising the limit that items can be purchased via quotes while maintaining transparency in City purchases. These changes will also work to create a streamlined process of purchasing items while ensuring and maintaining the approval authority of the Commission of all capital purchases over \$5,000. As a reminder, as per the City Charter all contracts, regardless of cost, are required to be presented to the commission for approval.

STRATEGIC PLAN OBJECTIVE: N/A

FISCAL IMPACT: The fiscal impacts to the City regarding the approval of the use of city procurement credit cards are as follows:

1. Improved security changing the use from a debit card to a credit card that would reduce potential exposure of financial risks to the City. The City will also reduce ACH payments and move some ACH vendors to a credit card payment to reduce additional risk.
2. The rebate program would return monies to the City maximizing money management and revenue streams.
3. Issuance of cards to individuals will reduce administrative burdens of Treasurer in purchases.

RECOMMENDATION: It is the recommendation of the City Administration for the Commission to approve the use and issuance of procurement cards to persons filling the positions listed above and at the individual and monthly limits noted and for the Administration to produce and implement the necessary cardholder agreement and monthly audit processes.