

**Scott Dzurka**  
*Mayor*

**Brad Gurski**  
*Vice Mayor*

**Eric Hufnagel**  
*Commissioner*

**Chris Hyzer**  
*Commissioner*

**Chris DeLiso**  
*Commissioner*



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

**Mindy J. Seavey**  
*City Clerk*

**Kristina Kinde**  
*City Treasurer*

**Michael Homier**  
*City Attorney*

**Justin Smith**  
*Director of Public Services*

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

**Monday, March 24, 2025, 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
  - Special meeting minutes of February 24, 2025
  - Regular meeting minutes of February 24, 2025
  - Special meeting minutes of March 11, 2025
- b. Receipt of Warrants
  - In the amount of \$1,365,908.31
- c. Water Department Service Truck
  - Staff recommends that the city commission approve the purchase of the new water department service truck from Young Chevrolet in the amount of \$59,498.00.
- d. Section #307 of the Personnel Handbook – Sick Leave Benefits
  - Staff recommends that the city commission approve the revision of Section #307 of the Personnel Manual – Sick Leave Benefits.

- e. Updated Engineering & Construction Standards
  - Staff recommends that the city commission approve the revised Engineering & Construction Standards (change to HMA mix on page 13 as discussed at the 2/24/25 meeting) as presented.
- f. St. Johns Fire Department joining Michigan Mutual Aid Box Alarm System
  - Staff recommends that the city commission approve authorize the mayor to sign the Amended Michigan Mutual Aid Box Alarm Association Agreement Effective 03/25/2025 on behalf of the St. Johns Fire Department.
- g. Audit Quotes
  - Staff recommends that the city commission approve the engagement letter with Maner Costerisan for the next three years audits with an option to extend the audit for three additional years following the three-year contract without re-bidding and authorize the mayor to sign the engagement letter.

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

**B. PUBLIC HEARINGS:**

**C. PRESENTATIONS:**

- 1. St. Johns Police Department Policy and Procedures Update (6:07 pm – 6:17 pm)  
Discussion only  
(Presenter: David Kirk, Police Chief)
- 2. Clinton Area Ambulance Authority Update (6:17 pm – 6:27 pm) Discussion only  
(Presenter: Lynn Weber, Director)

**D. PERSONS WISHING TO PRESENT TESTIMONY:**

- 1. Public comment - agenda & non-agenda items (6:27 pm – 6:30 pm) Discussion only  
Each speaker is only entitled to one (1) three-minute time during each Public Comment period.

**E. COMMUNICATIONS:**

**F. OLD BUSINESS:**

**G. NEW BUSINESS:**

- 1. Senior Citizen Park MDNR Passport Grant Application – Resolution #16-2025 (6:30 pm – 6:35 pm) Action Item  
(Presenter: Bill Schafer, Parks and Recreation Director)
- 2. Principal Shopping District Special Assessment Renewal – Resolution #17-2025 to Initiate the Principal Shopping District Special Assessment Project (6:35 pm – 6:40 pm) Action Item  
(Presenter: Kristina Kinde, Treasurer)
- 3. Principal Shopping District Special Assessment Renewal – Resolution #18-2025 for Public Hearing of Necessity (6:40 pm – 6:45 pm) Action Item  
(Presenter: Kristina Kinde, Treasurer)
- 4. Personnel Advisory Committee Report & Discussion (6:45 pm – 7:15 pm) Action Item  
(Presenters: Mayor Scott Dzurka & Commissioner Eric Hufnagel, Personnel Advisory)

5. City Manager Comments (7:15 pm – 7:25 pm) Discussion only
6. Commissioner Comments (7:25 pm – 7:35 pm) Discussion only

**H. ADJOURNMENT: (7:35 pm)**

(Next Regular Meeting Scheduled for **Monday, April 28, 2025, 6:00 p.m.**)

NOTICE: People with disabilities needing accommodation 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**  
**SPECIAL JOINT MEETING WITH PLANNING COMMISSION**  
**FEBRUARY 24, 2025**

The special meeting of the St. Johns City Commission and St. Johns Planning Commission was called to order by Mayor Dzurka and Chairperson Heather Hanover at 4:03 p.m. at the Clinton County Courthouse, 100 East State Street, 2<sup>nd</sup> Floor, Suite #2200, St. Johns, Michigan.

CITY COMMISSIONERS PRESENT:	Eric Hufnagel, Brad Gurski, Scott Dzurka, Chris Hyzer
CITY COMMISSIONERS ABSENT:	Chris DeLiso
PLANNING COMMISSIONERS PRESENT:	Heather Hanover, Mark Holden, James Eshelman, Scott Dzurka, Eric Hufnagel
PLANNING COMMISSIONERS ABSENT:	Brian Mills, Eric Harger, Melvin Renfrow
STAFF PRESENT:	Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Justin Smith, Director of Public Services; David Kirk, Police Chief; Bill Schafer, Recreation Director; Chris Khorey, McKenna (arrived at 4:13 pm)

Agenda

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

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Chairperson Hanover asked if there were any additions or deletions to the agenda.

Motion by Commissioner Holden seconded by Commissioner Eshelman that the planning commission approve the agenda as presented.

YEA: Hanover, Holden, Dzurka, Hufnagel, Eshelman

NAY: None

Motion carried.

**CITY COMMISSION & PLANNING COMMISSION MINUTES  
SPECIAL JOINT MEETING**

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Public Comments

Mayor Dzurka asked if there were any public comments.

There were none.

Welcome, Meeting Overview

Brief Review of 2025/2026 City Action Plan

City Manager Gamble discussed the team and the comprehensive plan; prioritizing; the city's action plan; and uploading the CIP document to our website.

Presentation of Capital Improvement Plan

City Manager Gamble presented the Capital Improvement Plan. He thanked Treasurer Kinde for her work; discussed ClearGov Software and the multi-year plan.

Chris Khorey arrived at 4:13 p.m.

Approval of the CIP and Forwarding to the City Commission for their Approval

Chairperson Hanover asked if there was a motion to approve the CIP and forward to the city commission.

Motion by Commissioner Eshelman seconded by Commissioner Holden that the planning commission forward the CIP program to the City Commission for their approval.

YEA: Hanover, Holden, Hufnagel, Eshelman

NAY: Dzurka

Motion carried.

Adjournment

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

Motion by Commissioner Holden seconded by Commissioner Eshelman that the planning commission meeting be adjourned.

**CITY COMMISSION & PLANNING COMMISSION MINUTES  
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YEA: Hanover, Holden, Dzurka, Hufnagel, Eshelman

NAY: None

Motion carried.

The meeting was adjourned at 4:57 p.m.

DRAFT



**CITY OF ST. JOHNS**  
**CITY COMMISSION MINUTES**  
**FEBRUARY 24, 2025**

The regular meeting of the St. Johns City Commission was called to order by Mayor Dzurka at 6:04 p.m. at the Clinton County Courthouse, 100 East State Street, 2<sup>nd</sup> Floor, Suite #2200, St. Johns, Michigan.

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

COMMISSIONERS ABSENT: Chris DeLiso

STAFF PRESENT: Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Mindy J. Seavey, City Clerk; Justin Smith, Director of Public Services; Anne Seurnynck, City Attorney; Chris Khorey, McKenna

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

a. Approval of Minutes

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the minutes of the January 27, 2025 special meeting and January 27, 2025 regular meeting be approved as presented.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

b. Receipt of Warrants

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that warrants be approved as presented in the amount of \$1,706,957.01.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

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c. Police Department Pace Scheduler Proposal

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the Pace Scheduler Proposal and authorize the mayor to endorse the same to include the initial start-up expense of \$1,600.00.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

AGENDA

Mayor Dzurka asked if there were any additions or deletions to the agenda. He said they were moving up item #5 to item #1 of New Business (Quarterly Budget Presentation); and adding BS&A Payments as item #2 New Business.

Commissioner Gurski asked to add Resolution to Freeze Wages and Commission a Comprehensive Salary Study after approval of Capital Improvement Plan item.

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

**AGENDA**

**A. OPENING:**

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

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

- a. Approval of Minutes
  - Special meeting minutes of January 27, 2025
  - Regular meeting minutes of January 27, 2025
- b. Receipt of Warrants
  - In the amount of \$1,706,957.01
- c. Police Department Pace Scheduler Proposal
  - Staff recommends that the city commission approve the Pace Scheduler Proposal and authorize the mayor to endorse the same to include the initial start-up expense of \$1,600.00.
4. Approval of Agenda:

**B. PUBLIC HEARINGS:**

**C. PRESENTATIONS:**

1. Badge Pinning Ceremony – Fire Chief Kevin Douglas
2. Master Plan Presentation

**D. PERSONS WISHING TO PRESENT TESTIMONY:**

1. Public comment - agenda & non-agenda items

**E. COMMUNICATIONS:**

**F. OLD BUSINESS:**

1. Resolution #10-2025 – Resolution to Adopt an Ordinance to Amend Title IX: General Regulations, Chapter 93: Nuisances of the City of St. Johns Code of Ordinances Regarding Noise Control
2. Planning Commission Recommendation – Resolution #11-2025 - Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding Landscape Standards
3. Planning Commission Recommendation – Resolution #12-2025 - Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding Accessory Structures
4. Planning Commission Recommendation – Resolution #13-2025 - Resolution to Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding Height Requirements for Corner Lots
5. Planning Commission Recommendation – Resolution #14-2025 - Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding General Exceptions for Corner Lots
6. Planning Commission Recommendation – Resolution #15-2025 - Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding Supplementary Regulations for Keeping Animals

**G. NEW BUSINESS:**

1. Quarterly Budget Report
2. BS&A Payments
3. Approval of Capital Improvement Plan
4. Resolution to Freeze Wages and Commission a Comprehensive Salary Study
5. Fantasy Forest Playground Installation Vendor Selection & Contract
6. 2025 Street Millage Improvements Bids & Sole Source Designation
7. Compost Site Proposal
8. City Manager Comments
9. Commissioner Comments

**H. ADJOURNMENT:**

YEA: Hufnagel, Gurski, Dzurka, Hyzer



NAY: None  
Motion carried.

PUBLIC HEARINGS

PRESENTATIONS

1. Badge Pinning Ceremony – Fire Chief Kevin Douglas

City Manager Gamble discussed the process of hiring a full-time fire chief; the competition for that position; and how lucky we are to have him as our fire chief. He invited Chief Douglas' family and friends up to the front.

Fire Chief Douglas introduced his family and friends present.

The badge pinning ceremony was performed.

PERSONS WISHING TO PRESENT TESTIMONY

1. Public Comment

Mayor Dzurka asked if there were any public comments. He discussed the rules regarding public comment.

There were none.

2. Master Plan Presentation

Chris Khorey, McKenna, was present. He presented progress of the Planning Commission's master plan update. He discussed: Future Land Use; Redevelopment; Housing Capacity; and Mobility and Transportation. He discussed the next steps to the adoption process.

Treasurer Kinde left at 6:34 pm.

COMMUNICATIONS

OLD BUSINESS

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1. Resolution #10-2025 – Resolution to Adopt an Ordinance to Amend Title IX: General Regulations, Chapter 93: Nuisances of the City of St. Johns Code of Ordinances Regarding Noise Control

Motion by Commissioner Hufnagel seconded by Commissioner Gurski that the city commission adopt Resolution #10-2025.

Attorney Seurnyck discussed the exemption for anything that would go against the Right to Farm Act.

YEA: Hufnagel, Gurski, Dzurka

NAY: Hyzer

Motion carried.

2. Planning Commission Recommendation – Resolution #11-2025 – Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding Landscape Standards

Chris Khorey, McKenna, was present. He discussed this ordinance is addressing concerns that arose during a development review last summer.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission adopt Resolution #11-2025.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

3. Planning Commission Recommendation – Resolution #12-2025 - Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding Accessory Structures

Chris Khorey, McKenna, was present. He discussed the next four items all tie together to solve some issues that have come up.

Motion by Commissioner Hufnagel seconded by Commissioner Gurski that the city commission adopt Resolution #12-2025.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

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4. Planning Commission Recommendation – Resolution #13-2025 - Resolution to Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding Height Requirements for Corner Lots

Chris Khorey, McKenna, was present. He said this addresses the definition section.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission adopt Resolution #13-2025.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

5. Planning Commission Recommendation – Resolution #14-2025 - Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding General Exceptions for Corner Lots

Chris Khorey, McKenna, was present. He discussed the primary thing is that this clarifies the definition of front lot line and makes it more consistent between lots.

Motion by Commissioner Hufnagel seconded by Commissioner Gurski that the city commission adopt Resolution #14-2025.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

6. Planning Commission Recommendation – Resolution #15-2025 - Adopt an Ordinance to Amend Chapter 155 of the City of St. Johns Code of Ordinances Regarding Supplementary Regulations for Keeping Animals

Chris Khorey, McKenna, was present. He discussed patching a hole created by an ordinance that was just adopted, to make sure chicken coops cannot be on either yard fronting a street.

Motion by Commissioner Hufnagel seconded by Commissioner Hyzer that the city commission adopt Resolution #15-2025.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

NEW BUSINESS



1. Quarterly Budget Report

City Manager Gamble discussed the RCA for the quarterly budget report; the first quarter revenues/expenditures represent approximately 50% of the budget, so we're right on track; General Fund Capital Outlay; renovating city offices; it is a big year for city in terms of projects that we have; we still have Wilson Center proceeds we are holding; and there have been a couple of emergency expenditures on the Wilson Center.

Mayor Dzurka said last month we approved the budget adjustments.

Commissioner Hyzer asked for a report on revenue for the General Fund.

Chris Khorey left at 6:57 pm.

2. BS&A Payments

City Manager Gamble said the city currently uses Invoice Cloud for credit card and ACH processing for cash receipting. He discussed: the reconciliation with bank statements is pretty arduous; BS&A is one of our main software programs and they are coming out with this software that integrates with this; we have alerted Invoice Cloud to stop our contract; and the tap to pay chip reader. We are requesting approval of the contract with BS&A.

There was a discussion of the current process.

City Manager Gamble said we will offer a free service fee option for ACH.

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the contract with BS&A Payments, effective April 21, 2025, and authorize the City Manager to sign.

YAY: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

3. Approval of Capital Improvement Plan

City Manager Gamble discussed the special joint meeting regarding the CIP (Capital Improvement Plan). He discussed the CIP process; he would view projects presented as having merit with the city commission and planning commission; because of budget timing this is done a little early; and staff would recommend what projects to include in budget and the city commission can pull any projects out that you would like.

The city commission discussed:

- This is a “department suggested” CIP.
- Prioritizing projects.
- Funding for projects.
- CIP that gets approved in the budget should be placed on our website.
- The budget process.

Attorney Seurnyck discussed the ordinance and state statutes regarding CIP’s and said the planning commission should create the plan and prioritize. She discussed the difference between this plan and approved capital improvements.

Motion by Commissioner Gurski seconded by Commissioner Hufnagel that the city commission receive the Capital Improvement Plan and place it on file.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

#### 4. Resolution to Adopt to Freeze Wages and Compensatory Wage Study

Commissioner Gurski said it is very important for the city to take a good objective look at salary and compensation. He discussed trying to build a sustainable path forward; the wide variety and impacts related to healthcare and pension liability. He said the last wage and compensatory study was done in 2017. He passed out a proposed resolution.

The city commission discussed:

- Current wage bands.
- A wage study to get positions in alignment.
  - Soliciting bids.
  - Authorizing the expenditure.
  - Timeframe.
- A possible wage freeze (except for Grade 4 and lower; collective bargaining agreement positions; and where people are eligible for step increases).

City Manager Gamble discussed:

- The resolution should be reviewed by the city attorney to ensure legal compliance.
- Following the budget process to understand revenues and implications before freezing salaries.
- The authority of setting wages.
- The wage study should be incorporated into the FY25-26 budget process.
  - The budget is not scheduled to be adopted until May 2025.

- There are no slated salary or wage changes for the next five months.

There was a discussion of:

- More documentation and communication are needed regarding wage bands and scales.
- The wage bands need to be accurately reflected before making any salary adjustments.
- How long a study would take.
- The current process for wage adjustments.

Attorney Seurnyck discussed:

- Needing to review the proposed resolution.
- Concerned that the wages would remain frozen until the salary study is done and how long that would take to complete.
- Wants to make sure there are no unintended legal consequences.
- Having a conversation to understand the concerns and then bringing back an attorney's opinion by the next regular meeting.

There was a discussion of:

- There are no slated salary or wage changes for the rest of this fiscal year.
  - Except for merit bonuses that are brought forward.
- More documentation coming to the commission.
- Analysis of the potential liability on the pension side.
- Staff beginning to look at RFP language, timeframes and approximate cost.
- Healthcare costs.

##### 5. Fantasy Forest Playground Installation Vendor Selection & Contract

City Manager Gamble commended Bill Schafer and Director Smith. He discussed a spreadsheet he passed out. We received two installation bids. Isabella is using a licensed installer by Little Tikes and we recommend awarding this project to Isabella.

There was a discussion of:

- The project requires an additional \$113,000 to cover costs, with a built-in \$38,000 contingency.
  - Total revenue received: \$1.632 million.
  - Total project cost: \$1.75 million.
  - City contributions: \$235,000 plus \$75,000 for the first year.
- The city has authorized the use of supplanted ARPA funds for the project.



- City contributions total around \$450,000.
- ARPA funds available: \$600,000.
- There is potential for additional fundraising and donations to reduce the shortfall.
  - Some donors have discussed restricting their monies toward future phases.
  - Plans for a groundbreaking event to encourage more donations.
- Installation costs were higher than projected, particularly for security and lighting.
  - Security and lighting costs were higher than projected.
  - Concrete supports for lights were a significant cost.
- The natural play area could be eliminated to reduce costs.
  - Quotes from local vendors are expected in the next two weeks.
  - The natural play area is estimated to cost \$30,000.
- The use of ARPA funds should leverage other dollars and not create a deficit in the general fund.

Motion by Commissioner Hyzer that the city commission approve the low bid as submitted by Isabella Corp and confirmed by Wade Trim for the amount of \$769,000 and authorize the Mayor to sign the contract, subject to city attorney review.

There was a discussion of putting the nature play area on hold; and being tied to this project.

Motion by Commissioner Hyzer seconded by Commissioner Hufnagel that the city commission approve the low bid as submitted by Isabella Corp and confirmed by Wade Trim for the amount of \$769,000 and authorize the Mayor to sign the contract, pending legal review.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

#### 6. 2025 Street Millage Improvements Bids & Sole Source Designation

Director Smith discussed the bidding process and said last year we asked for sole sourcing through Michigan Paving & Materials. At that time, the commission requested to put it out to bid for one more year. Michigan Paving is still the low bidder so along with approval of the bid we ask for sole sourcing. We would bring you a contract in March for approval and signature.

Commissioner Hyzer asked about 13A and 5EL mix.

There was a discussion of:

- Concerns about not fixing the road base could shorten the lifespan of improvements.
- Using 13A mix is cheaper than 5L, but standards need to be consistent.
  - 13A mix is cheaper than 5L.
  - Current standards require 5L for developers.
    - There was an oversight in our construction standards document, and we will bring that document back for approval in March.
- Lansing Street.
  - Failure due to road cuts.
- Sealing done with the Clinton County Road Commission.

Motion by Commissioner Gurski seconded by Commissioner Hufnagel that the city commission approve the bid from Mid-Michigan Paving & Materials Co. to complete the 2025 Street Millage improvements and utilize Michigan Paving and Materials as a sole source vendor through FY 28/29 for all non-patch based paving operations/projects.

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

#### 7. Compost Site Proposal

Director Smith discussed the compost site proposal. He said there is a local contractor interested in giving us a proposal to purchase the site to have a commercial compost site. He is looking for direction from the city commission.

There was a discussion of:

- There is potential liability and cost savings in selling the compost site to a commercial operator.
  - Current costs for composting are high and difficult to control.
  - Potential liability due to proximity to waterways.
- The property has historical use as a dump, which may affect its viability for other uses.

There was a discussion by the city commission to get a proposal from the local contractor and an appraisal of property by a commercial realtor.

#### 8. City Manager Comments

City Manager Gamble discussed:

- Update on Bendzinski & Company – Letter Proposal

- Discussion of a special meeting date for this to be taken up on its own.
  - Next Scheduled Meeting is March 11, 2025, 5:30
- Fire Allocation Letter – sending out this week.
- Jessica Harriss v. City of St. Johns Update
- Fantasy Forest 2.0 update
  - Work with Contractors to schedule pre-con and groundbreaking (targeting April).
- Wilson Center Update
  - Water Leaking – Emergency roof repairs.
  - Dehumidification and removal of ice accumulation on 2<sup>nd</sup> and 1<sup>st</sup> floors.
- Update on CCLP Response
- Presentation of New Marketing and Media Coordinator

#### 9. Commissioner Comments

Commissioner Gurski discussed the last ambulance board meeting: update to the articles of incorporation and they have the next month or two to review and comment back; one change would be everyone has 1 person on the board (the city currently has 2).

Commissioner Hyzer said in looking at the memo, we are doing a lot of assists with the ambulance which drives up the cost. He said maybe a discussion needs to be had inquiring why.

Commissioner Gurski discussed protocols associated with the response in the medical world and they are supposed to use their discretion. He thinks some of it can be curbed. He said other communities have rescue.

Commissioner Hyzer said with the ordinances we have done (concrete pads to trailers), how many permits have we done? He also suggested follow-up on education on snow removal with the sidewalks.

Commissioner Hufnagel thanked staff for coming to meetings that run until 9 pm.

Mayor Dzurka said he met with Congressman Barrett. He recognized him and his staff for visiting us. There was an opportunity to discuss infrastructure and there was a good conversation about our side of property. His office is open to looking at financial assistance. He recognized the DDA, they had a meeting last week with the Main Street Program under MEDC. They will be looking a bit further at that to become a Main Street Program, there is no cost to this other than joining the national association for \$350 per year. He wanted to make sure all commissioners are getting the Planning Commission,

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ZBA and Parks and Recreation minutes. He asked about inserting those into our commission memo.

City Manager Gamble mentioned our new software coming to our website (eNotifications) and he would work with Clerk Seavey to get commissioners signed up.

Mayor Dzurka discussed the Personnel Advisory and Finance Advisory and suggested some semblance of a draft memo that comes from them to the rest of the commission.

ADJOURNMENT

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer

NAY: None

Motion carried.

The meeting was adjourned at 9:06 p.m.

**CITY OF ST. JOHNS**  
**CITY COMMISSION MINUTES**

**SPECIAL MEETING**

**MARCH 11, 2025**

The special meeting of the St. Johns City Commission was called to order by Mayor Dzurka at 5:34 p.m. at the Clinton County Courthouse, 100 East State Street, 2<sup>nd</sup> Floor, Suite #2200, St. Johns, Michigan.

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

COMMISSIONERS ABSENT: None

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

Consent Agenda

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

a. Lease Agreement Regarding Rental of ty Owned Land for Farming

Motion by Commissioner Hufnagel seconded by Commissioner DeLiso that the city commission approve the Lease Agreement Regarding Rental of City Owned Land for Farming with J.A. Smith Farm, LLC, for a 5 year term, commencing on January 1, 2025 and terminating on December 31, 2029.

YEA: Hufnagel, Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

b. Senior Citizen Park Design

Motion by Commissioner Hufnagel seconded by Commissioner DeLiso that the city commission approve the Wade Trim Proposal/Contract of \$3,400 and authorizes the Mayor to sign the contract.

YEA: Hufnagel, Gurski, Dzurka, Hyzer, DeLiso

**CITY COMMISSION MINUTES  
SPECIAL MEETING**

**MARCH 11, 2025**

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NAY: None  
Motion carried.

Agenda

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

There were none.

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

Welcome, Meeting Overview

City Manager Gamble discussed the process; past discussions regarding an authority, 425 agreement and utility services agreement; and this should help us understand how to best represent the city's interest and partner with Bingham Township.

Presentation Regarding Governance and Intermunicipal Contract Agreement

Andy Campbell, Bendzinski & Company was present. He discussed: his background; and trying to find the right solution for both units to get everything they want and concede as little as they can.

He discussed:

- Intergovernmental Agreements
  - Offer flexibility and are suitable for short-term solutions.
  - It can last from six months to 30 years and cover various issues.
  - Communities often prefer intergovernmental agreements for short-term needs.
- Authorities are a long-term solution and should not be used for short-term fixes.
  - Authorities are meant to solve long-term needs for two or more governmental units.
  - Operational authorities now have full budgets, staff, and control of assets.
- Establishing an authority involves losing some control but gaining benefits in return.

**CITY COMMISSION MINUTES  
SPECIAL MEETING**

**MARCH 11, 2025**

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- 
- Authorities are more common when more than two governmental units are involved.
  - Control over assets is a critical aspect of establishing an authority.
  - The authority should have full control over the operations, maintenance, and capital improvement plans for the assets they manage to avoid conflicts and delays.
  - Establishing a new authority requires careful consideration of control over assets and potential political changes that could affect governance.
    - Political turnover can affect the authority's decisions and alignment with city or township goals.
  - Clear communication and defined roles are essential for the authority board and employees to ensure alignment with community objectives.
  - The focus should be on who controls the assets rather than who owns them legally.
  - Capacity allowances should be established to ensure communities can control their own growth and development within an authority framework.
  - Establishing an authority can be beneficial for long-term solutions but requires clear responsibilities and acceptance of reduced local control.
  - Decisions on billing and rate structures should consider control and responsibility for asset maintenance.
  - Intergovernmental agreements offer flexibility for addressing various issues, depending on the desired level of regional cooperation.
    - Intergovernmental agreements can be flexible and solve both short-term and long-term issues.
  - The creation of a new authority involves careful consideration of capital reserves, bonding rights, and control over assets. Clear agreements and articles of incorporation are essential to manage these aspects effectively.
  - Capacity allowances are crucial for retaining control over development and avoiding overbuilding.
  - Capacity improvements are typically paid for by the development, which then receives the capacity increase.

There was discussion and questions regarding authorities and intergovernmental agreements.

Wrap Up and Next Steps

- Next Steps
  - Negotiate a short-term deal with the township by the end of 2025.

**CITY COMMISSION MINUTES  
SPECIAL MEETING**

**MARCH 11, 2025**

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- 
- Draft and present the first version of the intergovernmental agreement for review.

City Manager Gamble said he would reach out to Attorney Homier and Supervisor Silm and start draft 1a. of the intergovernmental agreement. He discussed possibly presenting it in advance of the next joint meeting.

Mayor Dzurka said we might need to adopt it at our respective meetings and not a joint meeting.

Public Comments

Mayor Dzurka asked if there were any public comments.

There were none.

Mayor Dzurka discussed the planning commission meeting on Wednesday night and the Clinton County property that is located on Townsend Road.

Adjournment

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

YEA: Hufnagel, Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

The meeting was adjourned at 7:30 p.m.



**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**March 24, 2025**

<b>Department: Water Department</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Water Department Service Truck</i></b>	<b>[ X ] Quote from Youngs Chevrolet</b>	<b>[ N/A ]</b>
	<b>[ X ] Quote from Lunghamer Ford</b>	<b>[ N/A ]</b>
<b>Prepared by: Calvin Galecka Water Division Supervisor</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** Budgeted in the 24/25 CIP the Water Department is set to replace its 2011 service truck, which has reached the end of its useful life due to increasing maintenance costs and reliability concerns. This new vehicle will provide improved efficiency and safety for the department's daily operations, which include responding to water service issues, performing maintenance tasks, and ensuring that infrastructure is properly maintained. The upgraded truck will feature modern equipment, better fuel efficiency, and enhanced durability to handle the demanding work in a timely manner. This replacement is an essential step in maintaining the high standards of service and ensuring the continued effectiveness of the department's response capabilities.

Utilizing the MiDeal vendor program, we reached out to qualified MiDeal Vendors for Ford and Chevrolet for a ¾ ton double cab service truck for the Water Department and their quotes are as follows:

- Lunghamer Ford at \$59,960.00
- Berger Chevrolet (After multiple attempts to obtain a bid, they declined to bid)

Given that we were only able to get one bid through the MiDeal program, and in following the purchasing policy, I solicited a bid from Young Chevrolet at \$59,498.00.

**BACKGROUND/DISCUSSION:** The 2011 Water Department service truck is in urgent need of replacement due to rising repair costs, and its inability to meet the demands of daily operations. As the truck ages, its reliability has significantly declined, impacting the department's efficiency in addressing water-related issues and infrastructure maintenance. Replacing this outdated vehicle will ensure the department can continue providing timely and effective service while minimizing downtime and costly repairs

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

**FISCAL IMPACT:** The replacement of the water department service truck was budgeted in the 24/25 CIP funds are available in account 592-560-818.000.

**RECOMMENDATION:** Staff recommends the City Commission approve the purchase of the new water department service truck from Young Chevrolet in the amount of \$59,498.00.

# Young Chevrolet

Michael Humble

[mhumble@youngchevystjohns.com](mailto:mhumble@youngchevystjohns.com)

517-490-7776



QUOTE

City Of St Johns

Quote Date:  
Valid For: 30 Days

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2024 Chevy 2500HD Double Cab Gas 4x4	1	52,913.00	52,913.00
8' Service Body	1	13,000.00	13,000.00
	1		0.00
	1		0.00
	1		0.00
	1		0.00
	1		0.00
	1		0.00
	1		0.00
Document Fee	1	260.00	260.00
State Filing Fee	1	24.00	24.00
SUBTOTAL			66,197.00
DISCOUNT			4,014.00
SUBTOTAL LESS DISCOUNT			62,183.00
TAX RATE			0.00%
TOTAL TAX			0.00
PLATE			
TITLE			15.00
MI BID DISCOUNT			2,700.00
Quote Total			\$ 59,498.00

Thank you for your business!

Terms & Instructions

This quote is based on current month incentives



February 3, 2025

City of St. Johns  
Attn: Calvin Galecka  
100 E. State Street  
St. Johns, MI 48879

Dear Calvin Galecka:

Price on 2025 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

**2025 Ford F250 Super Cab 4x4 Box Delete w/Monroe Service Body \$59,960.00 ea**

**Order Cutoff Date: TBD.**

**Delivery date: Approximately 90-120 Days A.R.O.**

**Standard Service Contract:** 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

**Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.**

**Payment requirements:** All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

*Bill Campbell*

Bill Campbell  
Government & Fleet Sales

## **BOX DELETE**

### **2025 F-250 Reg. Cab, SuperCab, Crew Cab Major Standard Equipment**

#### **MECHANICAL**

- Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
  - F-250/F-350 – 6.8L 2V DEVCT NA PFI V8 Gas
- Transmission
  - TorqShift®-G ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
- Fuel Tanks
  - 29 Gallon (Diesel Engine) – 142" or 148" Wheelbase
  - 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase
  - 34 Gallon (Gas Engine) – NA 176" Wheelbase
  - 48 Gallon (Gas Engine) – 176" Wheelbase
  - 48 Gallon (Diesel Engine) – 176" Wheelbase

#### **EXTERIOR**

- Bumpers – front & rear, black painted
- Daytime Running Lamps
- Fender vents – front
- Front Box Step and Rear Bumper Step
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
  - 3-Ton mechanical (250/350 SRW)
- Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel engine only)
- Tailgate – Removable w/key lock
- "Three-Blink" lane change signal
- Tires
  - LT245/75Rx17E BSW A/S
- Tow hooks – front, two (2)
- 2.5" Built Ford Tough® Trailer Hitch Receiver
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels
  - F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
  - Manual Locking Hubs (4x4)
  - Spare tire, wheel & carrier
- Windshield wipers – intermittent

#### **INTERIOR/COMFORT**

- 4.2" LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Door-trim – armrest/grab handle & reflector
- Floor covering – Black, full length vinyl
- Instrumentation – Multi-function switch message center
- Mirror – rearview 11.5" day/night
- Outside Temperature Display
- Overhead console w/dual storage bins and map lights
- Power Equipment Group – 1 st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows;

power door-locks w/backlit switches & accessory delay;  
power tailgate lock

- Powerpoint – auxiliary two (2) in instrument panel
- Scuff plates – front, color-coordinated
- Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed

#### **SAFETY/SECURITY**

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Belt-Minder® (front safety belt reminder)
  - chime & flashing warning light on I/P if belts not buckled
- Center High-mounted Stop Lamp (CHMSL)
- Driver and passenger frontal airbag; passenger side deactivation Switch
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System (TPMS)
- Mirrors – Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Rear View Camera
- Remote keyless entry
- Safety belts – w/height adjustment D-ring
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control

#### **FORD CO-PILOT360™ TECHNOLOGY**

- AutoLamp (Auto On/Off Headlamps)
- Cruise Control
- Hill Start Assist

#### **FUNCTIONAL**

- Audio – AM/FM stereo/MP3 Player (four (4))
- Alternator – 157 AMP
- Battery
  - Gas engine – 750-CCA, 78-AH, single
  - Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine)
- FordPass Connect™ (5G)
  - 5G Wi-Fi hotspot connects up to 10 devices 1
  - Remotely start, lock and unlock vehicle
  - Schedule specific times to remotely start vehicle
  - Locate parked vehicle
  - Check vehicle status
- Rear axle – Non-Limited-Slip (F-250 and F-350)
- SYNC® 4
  - 8" LCD Capacitive Touchscreen with Swipe Capability
  - Wireless Phone Connection
  - Cloud
  - AppLink® w/App Catalog
  - 911 Assist®
  - Apple CarPlay® and Android Auto™ Compatibility – Digital Owner's Manual



**9950# GVWR Regular Cab 8 Ft. Box, 142"WB, 10000# GVWR**

<input type="checkbox"/>	Base Price 4x2 (F2A/600a), (T.4)	\$43,478.00
<input type="checkbox"/>	Base Price 4x4 (F2B/600a), (T.6)	\$45,965.00

**10000# GVWR SuperCab 8 Ft. Box, 164"WB, 10000# GVWR**

<input type="checkbox"/>	Base Price 4x2 (X2A/600a), (T.5)	\$45,746.00
<input checked="" type="checkbox"/>	Base Price 4x4 (X2B/600a), (T.8)	\$48,278.00

**10000# GVWR Crew Cab 8 Ft. Box, 176" WB, 10000# GVWR**

<input type="checkbox"/>	Base Price 4x2 (W2A/600a)	\$46,864.00
<input type="checkbox"/>	Base Price 4x4 (W2B/600a)	\$49,400.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u>
		<u>Reg.&amp;Super/Crewcab</u>
<input checked="" type="checkbox"/> Pickup Box Delete (8' box only)	66D	Included
<input type="checkbox"/> CNG/LPG Fuel Capable Engine (Gas Engine Only)	98F	315.00
<input type="checkbox"/> Engine Block Heater	41H	100.00
<input checked="" type="checkbox"/> Seats, 40/20/40 Split Bench Vinyl	AS	Standard
<input type="checkbox"/> Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
<input type="checkbox"/> Seat, Vinyl High Back Buckets	LS	355.00
<input type="checkbox"/> Seats, Cloth High Back Buckets	4S	515.00/615.00
<input type="checkbox"/> Interior Work Surface (40/20/40 Cloth or Vinyl Seats Only)	52S	140.00
<input type="checkbox"/> Tires, LT245/75Rx17E All-Terrain (5)	TBM	165.00
<input type="checkbox"/> <b>XL Chrome Pkg.</b> (Chrome front bumper, Bright Chrome Hub Covers and Center Ornaments, and Halogen Fog Lamps)	96V	225.00
<input type="checkbox"/> Powercode Remote Start System	76S	250.00
<input type="checkbox"/> Power Sliding Window (Includes Privacy Glass with Heated Backlight/Rear Window Defrost <b>Super and Crew Cab Only</b> )	435/43B/924	435.00
<input type="checkbox"/> Dual Alternators 410 amp	67B	115.00
<input type="checkbox"/> Alternator 250 amp (6.8L Gas Only)	67E	85.00
<input checked="" type="checkbox"/> <b>Dual Batteries (68 Amp.) (Gas Engines Only, Includes Dual Alternators 410 amp)</b>	86M/67B	325.00
<input type="checkbox"/> Pro Power Onboard – 2KW (Includes Dual Batteries 86M)	43K/86M	1195.00
<input type="checkbox"/> 110V/400W Outlet	43C	175.00
<input checked="" type="checkbox"/> <b>Keys Extra (Regular) \$75.00 x 1 =</b>	Sig	75.00
<input type="checkbox"/> Keys Extra (With Power Group) \$220.00 x ___ =	Sig	220.00 ea
<input checked="" type="checkbox"/> <b>Trailer Brake Controller Tow Command</b>	52B	300.00
<input checked="" type="checkbox"/> <b>Cab Steps Molded Black</b>	18B	320.00/445.00
<input checked="" type="checkbox"/> <b>Roof Clearance Lights</b>	592	80.00
<input type="checkbox"/> Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
<input checked="" type="checkbox"/> <b>Upfitter Switches (6) located in overhead console)</b>	66S	165.00
<input type="checkbox"/> Ford Pro Upfit Integration System	18A	400.00
<input type="checkbox"/> Payload Upgrade Package	68U	100.00
<input checked="" type="checkbox"/> <b>Snow Plow Prep Package(N/A with 67H)</b>	473	250.00
<input type="checkbox"/> Axle, Electronic Locking	X3_	430.00
<input type="checkbox"/> Wheel Well Liner (Front)	61L	180.00
<input type="checkbox"/> Exterior Backup Alarm	76C	140.00
<input type="checkbox"/> LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
<input type="checkbox"/> 360-Degree Dual Beacon LED Warning Strobes-Amber	91S	650.00

**Total Price \$49,918.00 ea**

Colors for F-250

Exterior Colors

Interior Steel (Grey)

Race Red	[PQ]	[ ]
Antimatter Blue Metallic	[HX]	[ ]
Avalanche	[DR]	[ ]
Agate Black	[UM]	[ ]
<b>Oxford White</b>	<b>[Z1]</b>	<b>[x]</b>
Carbonized Gray Metallic	[M7]	[ ]



2400 Reo Drive  
Flint, MI 48507  
Sales Rep: Randy Riser  
Ph: (810) 845-9873  
www.MonroeTruck.com

J.O. #

Quotation ID: 7DJA010378

Date: 2/3/2025

Valid thru: 3/5/2025

Terms: NET 30

Quoted by: Dave Allard

Ph/Fax: 810-853-6842 / 810-238-5009

**Quoted to:**

LUNGHAMER FORD OF OWOSSO, LLC (ATTN: EMILY WOOD A/P)

1960 EAST MAIN ST

OWOSSO, MI 48867

Ph: 989-725-2888 / Fax: 989-725-5454

Email:

CITY OF ST. JOHNS

**Chassis Information**

<b>Year:</b> 2025	<b>Make:</b> FORD	<b>Model:</b> F-250	<b>Chassis Color:</b>	<b>Cab Type:</b> EXTENDED
<b>Single/Dual:</b> SRW	<b>CA:</b> 56.0	<b>CT:</b> -1.0	<b>Wheelbase:</b> 164.0	<b>Engine:</b> GAS
			<b>F.O. Number #:</b>	<b>Vin:</b>

**Notes:**

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
98" S-SERIES, STEEL SERVICEPRO BODY	
- STEEL UNDERSTRUCTURE	
- 48.5" LOAD SPACE	
- A60 GALVANNEALED DIAMOND PLATE FLOOR	
- 18 GA OUTER DOOR SKIN, DOUBLE PANEL DOOR CONSTRUCTION	
- STAINLESS STEEL ROTARY PADDLE LATCHES & BOLT-ON DOOR HINGES	
- NITROGEN GAS STRUT DOOR HOLDERS	
- AUTOMOTIVE BUBBLE TYPE & MECHANICAL DOOR SEALS	
- ADJUSTABLE COMPARTMENT TRAYS/SHELVES	
- (1) SHELF IN EACH FRONT, HORIZONTAL & REAR COMPARTMENTS	
- KNEE BRACED SLAM ACTION TAILGATE	
- SEAMLESS WHEELHOUSE PANEL W/ POLY CARBONATE FENDER FLARES	
- ACRYLIC E-COAT IMMERSION PRIMER SYSTEM & POWDER COATED	
- STEPMADE BUMPER SYSTEM WITH INTEGRATED STEPS AND GRAB HANDLES	
- (1) PAIR ALL-IN-ONE LED STOP/TURN/TAILOUT/BACKUP LIGHTS RECESSED IN BUMPER	

BACKUP CAMERA: INSTALL FACTORY OEM SUPPLIED BACKUP CAMERA - GREATER THAN 10,000 GVW (MUST COME FROM FACTORY LOOSE - DOES NOT COVER CAMERA THAT WAS REMOVED BY CUSTOMER & SENT LOOSE)

TRAILER RECEPTACLE  
USE OEM HITCH

Quote Total: \$10,042.00

\*\*\*Due to current market conditions, pricing is subject to change at time of upfit.

**Additional Options:**

Description	Amount	Add to quote? Yes / No
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**Terms & Conditions**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

<b>Re-Assign (Required for all pool units):</b>	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	<b>Customer P.O. Number:</b>	<b>Dealer Code:</b>	<b>Sourcewell Member Number:</b>
<b>MSO/MCO (ONLY check if legally required):</b>	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
<b>Customer Signature:</b>	<b>Date of Acceptance:</b>				



**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**March 24, 2025**

<b>Department: Administration</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: Section #307 of the Personnel Manual – Sick Leave Benefits</b>	<input checked="" type="checkbox"/> <b>Section #307 Sick Leave Benefits</b> <input checked="" type="checkbox"/> <b>House Bill 4002</b> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Prepared by: Mindy J. Seavey, City Clerk</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** On Feb. 21, 2025, the Michigan Earned Sick Time Act (ESTA) went into effect, establishing changes to the state’s earned sick time laws. Due to the ESTA, we are required to update section #307 Sick Leave Benefits section in our personnel manual.

**BACKGROUND/DISCUSSION:**

For full-time employees, there is no change to the current accrual of 80 hours per year since we are offering more than the 72 hours that the new law requires. Also, we are able to continue the practice of annually paying out any sick time hours over 80 in their leave bank.

Effective February 21, 2025 part-time, seasonal, election workers, and paid on-call firefighters (any non-fulltime employee paid through our payroll except for elected officials) will accrue 1 hour of sick time for every 30 hours worked (maximum of 72 hours in a calendar year); they will be permitted to carry over up to 72 hours into the next calendar year; and they are allowed to use no more than 72 hours of sick leave per year. For these employees, we will not pay out accrued sick time but unused sick leave time. Sick time can only be used for scheduled hours of work. Employees separated from employment with the same employer for more than 2 months lose all accrued, unused earned sick time (unless the employer’s policy allows these hours to be maintained).

We have also updated the following in both sections to reflect the language used in the ESTA: reasons an employee can use earned sick time, the definition of “family member”, and documentation for use of more than 3 consecutive days.

**STRATEGIC PLAN OBJECTIVE:** N/A – there is no strategic plan objective for this change; we are following the law by making these changes to our policy.

**FISCAL IMPACT:** There is a potential fiscal impact of paying for co-pays for an office visit or other charges if we require an employee to provide reasonable documentation that the earned sick time has been used for a purpose described in subsection (1) of the law.

For full-time employees, there would be no other fiscal impact due to this new law, since we are already providing more hours than the law requires.

For non-fulltime employees, there could be a fiscal impact if the employee used their sick time and the city needed to have someone fill-in during that time. Since sick time can only be used for “scheduled” hours of work, these hours could not be used for fire runs or for a day these employees weren’t scheduled to work. We would not be required to pay out unused time at the termination of employment.

**RECOMMENDATION:**

*Staff recommends the City Commission approve the revision of Section #307 of the Personnel Manual – Sick Leave Benefits.*

## **307 SICK LEAVE BENEFITS**

### **REGULAR FULL-TIME EMPLOYEES**

St. Johns provides paid sick leave benefits to all regular full-time employees for periods of temporary absence due to illnesses or injuries.

Regular full-time employees will accrue sick leave benefits at the rate of 10 days per year (3.076 hours per pay period or 80 hours per year). Sick leave benefits are calculated on the basis of a "benefit year", the 12-month period that begins when the employee starts to earn sick leave benefits. Once employees are hired as a full-time employee, they begin to earn paid sick time according to the schedule. However, before sick time can be requested the employee must be a regular employment classification. This normally takes 90 days (refer to Section 205 of the Personnel Manual). Employees who leave before 120 days of employment will not be paid out for accrued, unused sick time.

Paid sick leave can be used in minimum increments of one-quarter (0.25) hour.

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
  - If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
  - For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
- when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

"Family member" includes all of the following:

- A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.

## **St. Johns**

- A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- A person to whom the employee is legally married under the laws of any state or a domestic partner.
- A grandparent.
- A grandchild.
- A biological, foster, or adopted sibling.
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

For earned sick time of more than 3 consecutive days, an employer may require reasonable documentation that the earned sick time has been used for a purpose described above. Upon the employer's request, the employee must provide the documentation to the employer within 15 days of when the request for documentation is made. The employer shall not delay the commencement of earned sick time on the basis that the employer has not yet received documentation. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for purposes of this subsection. In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee shall be considered reasonable documentation: (a) a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault; (b) a signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization; or (c) a court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault. An employer shall not require that the documentation explain the nature of the illness or the details of the violence. If an employer chooses to require documentation for earned sick time, the employer is responsible for paying all out-of-pocket expenses the employee incurs in obtaining the documentation. If the employee does have health insurance, the employer is responsible for paying any costs charged to the employee by the health care provider for providing the specific documentation required by the employer.

An employer shall not require disclosure of details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical condition as a condition of providing earned sick time under this act. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or employee's family member, the employer shall treat that information as confidential and shall not disclose that information except to the affected employee or with the permission of the affected employee.

If the employee's need to use earned sick time is foreseeable, an employer may require advance notice, not to exceed 7 days prior to the date the earned sick time is to begin, of the intention to use the earned sick time. If the employee's need for the earned sick time is not foreseeable, an employer may require the employee to give notice of the intention as soon as practicable.

## **St. Johns**

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury as listed above, and may not be used towards any other absence. Unused sick leave benefits over 80 hours will be paid out in December; any remaining unused sick leave benefits will be paid out upon termination of employment. Fulltime employees may carryover 80 hours into the next calendar year. All sick leave accrued will be paid out to fulltime employees upon termination, resignation or retirement.

An employee is permitted to "bank" up to 40 hours of unused sick leave as an alternative to receiving an end-of-year payout. Such an election must be made by November 15<sup>th</sup>. This banked time will be an "Extended Leave" bank. An employee is permitted to bank up to 120 total hours of Extended leave. This Extended Leave bank must be used as vacation or leave time prior to termination of employment (it cannot be "cashed in or paid out upon termination, resignation or retirement").

## **NON-FULLTIME EMPLOYEES**

St. Johns also provides paid sick leave benefits to all other non-fulltime employees.

Non-fulltime employees will accrue sick leave benefits at the rate of 1 hour for every 30 hours worked.

An employee is permitted to carry over up to 72 hours of unused sick leave into the next calendar year. Employees are allowed to use no more than 72 hours of sick leave per year. There will be no pay out of accrued but unused sick leave at the time of termination, resignation, or retirement.

Paid sick leave can be used in minimum increments of one-quarter (0.25) hour.

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or

## St. Johns

- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

"Family member" includes all of the following:

- A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- A person to whom the employee is legally married under the laws of any state or a domestic partner.
- A grandparent.
- A grandchild.
- A biological, foster, or adopted sibling.
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

For earned sick time of more than 3 consecutive days, an employer may require reasonable documentation that the earned sick time has been used for a purpose described above. Upon the employer's request, the employee must provide the documentation to the employer within 15 days of when the request for documentation is made. The employer shall not delay the commencement of earned sick time on the basis that the employer has not yet received documentation. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for purposes of this subsection. In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee shall be considered reasonable documentation: (a) a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault; (b) a signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization; or (c) a court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault. An employer shall not require that the documentation explain the nature of the illness or the details of the violence. If an employer chooses to require documentation for earned sick time, the employer is responsible for paying all out-of-pocket expenses the employee incurs in obtaining the documentation. If the employee does have health insurance, the employer is responsible for paying any costs charged to the employee by the health care provider for providing the specific documentation required by the employer.

## **St. Johns**

An employer shall not require disclosure of details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical condition as a condition of providing earned sick time under this act. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or employee's family member, the employer shall treat that information as confidential and shall not disclose that information except to the affected employee or with the permission of the affected employee.

If the employee's need to use earned sick time is foreseeable, an employer may require advance notice, not to exceed 7 days prior to the date the earned sick time is to begin, of the intention to use the earned sick time. If the employee's need for the earned sick time is not foreseeable, an employer may require the employee to give notice of the intention as soon as practicable.

Sick time can only be used for scheduled hours of work.

The city requires that employees wait until the 120th calendar day after commencing employment before using accrued sick leave.

*This section revision approved by the city commission on \_\_\_\_, 2025.*

Act No. 2  
Public Acts of 2025  
Approved by the Governor  
February 21, 2025  
Filed with the Secretary of State  
February 21, 2025  
EFFECTIVE DATE: February 21, 2025

**STATE OF MICHIGAN  
103RD LEGISLATURE  
REGULAR SESSION OF 2025**

Introduced by Reps. DeBoyer, Roth, Aragona, Markkanen, BeGole, Prestin, Wozniak, Wendzel, Schmaltz, DeBoer, DeSana, Cavitt, Beson, Harris, St. Germaine, Steele, Bollin, Martin, Meerman, Woolford, Bruck, Kunse, Fox, Kelly, Hoadley, Alexander, Lightner, Slagh, Rigas, Frisbie, Schuette, Fairbairn, Borton, Maddock, Jenkins-Arno, Bierlein, Mueller, Wortz, VanderWall and Greene

## ENROLLED HOUSE BILL No. 4002

AN ACT to amend 2018 PA 338, entitled “An initiation of legislation to provide workers with the right to earn sick time for personal or family health needs, as well as purposes related to domestic violence and sexual assault and school meetings needed as the result of a child’s disability, health issues or issues due to domestic violence and sexual assault; to specify the conditions for accruing and using earned sick time; to prohibit retaliation against an employee for requesting, exercising, or enforcing rights granted in this act; to prescribe powers and duties of certain state departments, agencies, and officers; to provide for promulgation of rules; and to provide remedies and sanctions,” by amending the title and sections 2, 3, 4, 5, 6, 7, 8, and 12 (MCL 408.962, 408.963, 408.964, 408.965, 408.966, 408.967, 408.968, and 408.972) and by adding section 3a.

*The People of the State of Michigan enact:*

### TITLE

An act to require certain employers to provide certain employees with earned sick time that may be used for certain purposes; to specify the conditions for accruing and using earned sick time; to prohibit an employer from taking retaliatory personnel action against certain employees for certain acts; to provide for the powers and duties of certain state officers and entities; to provide for promulgation of rules; and to provide remedies and sanctions.

Sec. 2. As used in this act:

- (a) “Department” means the department of labor and economic opportunity.
- (b) “Director” means the director of the department or the director’s designee.
- (c) “Domestic partner” means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships. As used in this subdivision, “committed relationship” means a relationship in which the employee and another individual share responsibility for a significant measure of each other’s common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.
- (d) “Domestic violence” means that term as defined in section 1 of 1978 PA 389, MCL 400.1501.
- (e) “Earned sick time” means time off from work that is provided by an employer to an employee, whether paid or unpaid, that can be used for the purposes described in section 4.



(f) "Employee" means an individual engaged in service to an employer in the business of the employer. Employee does not include any of the following:

(i) An individual employed by the United States government.

(ii) An individual who works in accordance with a policy of an employer if both of the following conditions are met:

(A) The policy allows the individual to schedule the individual's own working hours.

(B) The policy prohibits the employer from taking adverse personnel action against the individual if the individual does not schedule a minimum number of working hours.

(iii) An unpaid trainee or unpaid intern.

(iv) An individual who is employed in accordance with the youth employment standards act, 1978 PA 90, MCL 409.101 to 409.124.

(g) "Employer" means any person, firm, business, educational institution, corporation, limited liability company, government entity, or other entity that employs 1 or more individuals. Employer does not include the United States government.

(h) "Family member" includes all of the following:

(i) A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.

(ii) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or an individual who stood in loco parentis when the employee was a minor child.

(iii) An individual to whom the employee is legally married under the laws of any state or a domestic partner.

(iv) A grandparent.

(v) A grandchild.

(vi) A biological, foster, or adopted sibling.

(vii) An individual related by blood to the employee.

(viii) An individual whose close association with the employee is the equivalent of a family relationship.

(i) "Health care professional" means any of the following:

(i) A person licensed under federal law or the law of this state to provide health care services, including, but not limited to, nurses, doctors, and emergency room personnel.

(ii) A certified midwife.

(j) "Retaliatory personnel action" means any of the following:

(i) Denial of any right guaranteed under this act.

(ii) A threat, discharge, suspension, demotion, reduction of hours, or other adverse personnel action against an employee or former employee for exercise of a right guaranteed under this act.

(iii) Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.

(iv) Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.

(k) "Sexual assault" means any act that constitutes a violation of section 520b, 520c, 520d, 520e, or 520g of the Michigan penal code, 1931 PA 328, MCL 750.520b, 750.520c, 750.520d, 750.520e, and 750.520g.

(l) "Small business" means an employer for which 10 or fewer individuals work for compensation during a given week. In determining the number of individuals performing work for compensation during a given week, all individuals performing work for compensation on a full-time, part-time, or temporary basis must be counted, including individuals made available to work through the services of a temporary services or staffing agency or similar entity. An employer is not a small business if it maintained more than 10 employees on its payroll during any 20 or more calendar workweeks in either the current or immediately preceding calendar year.

(m) "Unpaid trainee or unpaid intern" means an individual who receives training from an employer in accordance with all of the following:

(i) The training the individual receives is similar to the experience provided in a vocational school.

(ii) The training is for the benefit of the individual.

(iii) The individual does not displace the employer's employees, but works under close supervision.

(iv) The employer receives no immediate advantage from the activities of the individual and, on occasion, the employer's operations may be impeded by the individual.

(v) The individual is not entitled to a job at the conclusion of the training.

(vi) The employer and the individual understand that the individual is not entitled to wages for time spent in training.

Sec. 3. (1) An employer shall provide earned sick time to each of the employer's employees in this state.

(2) Except as otherwise provided in section 12, this subsection, and subsection (4), an employee of a small business must accrue a minimum of 1 hour of paid earned sick time for every 30 hours worked, not including

hours used as paid time off, but may not use more than 40 hours of paid earned sick time in a year unless the employer selects a higher limit. As an alternative to the accrual of paid earned sick time, a small business may provide an employee not less than 40 hours of paid earned sick time at the beginning of a year for immediate use. Notwithstanding the requirements of subsection (6), this act does not require a small business to do any of the following until October 1, 2025:

- (a) Allow an employee to accrue paid earned sick time in accordance with this subsection.
- (b) Provide paid earned sick time to an employee as an alternative to the accrual of paid earned sick time.
- (c) Calculate and track an employee's accrual of paid earned sick time.

(3) Except as otherwise provided in this subsection and subsection (4), all other employees must accrue a minimum of 1 hour of paid earned sick time for every 30 hours worked, not including hours used as paid time off, but may not use more than 72 hours of paid earned sick time in a year, unless the employer selects a higher limit. As an alternative to the accrual of paid earned sick time, an employer may provide an employee not less than 72 hours of paid earned sick time at the beginning of a year for immediate use.

(4) As an alternative to the accrual of paid earned sick time, an employer that employs a part-time employee may provide paid earned sick time to the part-time employee at the beginning of a year for immediate use in accordance with all of the following requirements:

(a) The employer provides the part-time employee with a written notice of how many hours the part-time employee is expected to work for a year at the time of hire.

(b) The amount of earned sick time provided to the part-time employee at the beginning of the year is, at a minimum, proportional to the earned sick time that the part-time employee would accrue if the part-time employee worked all of the hours expected as provided in the written notice.

(c) If the part-time employee works more hours than what is expected as provided in the written notice, the employer must provide the part-time employee with additional earned sick time in accordance with the accrual requirements under this section.

(5) Subject to the requirements of this subsection, earned sick time carries over from year to year, but a small business is not required to allow an employee to use more than 40 hours of paid earned sick time in a single year, and all other employers are not required to allow an employee to use more than 72 hours of paid earned sick time in a single year. An employer shall allow an employee to carry over all of the employee's unused accrued paid earned sick time not to exceed 72 hours or, if the employer is a small business, not to exceed 40 hours from 1 year to the next year, unless the employer selects a higher limit. This act does not require an employer that provides paid earned sick time at the beginning of a year as described in subsections (2) to (4) to do any of the following:

(a) Allow an employee to carry over any unused earned sick time from 1 year to the next year.

(b) Calculate and track an employee's accrual of paid earned sick time.

(c) Pay the employee the value of the employee's unused accrued paid earned sick time at the end of the year in which the earned sick time was accrued.

(6) Earned sick time as provided in this section begins to accrue on the effective date of this act, or upon commencement of the employee's employment, whichever is later. An employee may use accrued earned sick time as it is accrued, except that an employer may require an employee hired after the effective date of the 2025 amendatory act that amended this section to wait until 120 calendar days after commencing employment before using accrued earned sick time.

(7) An employer is in compliance with this section if the employer meets either of the following conditions:

(a) Provides the employer's employees with paid time off in not less than the same amounts of time off as provided under this act that may be used for the purposes described in section 4 or any other purpose. If an employee uses paid time off as described in this subdivision for the purposes described in section 4, this act applies to the use of that paid time off. This act does not require an employer that provides paid time off as described in this subdivision to allow an employee to use paid time off for the purposes described in section 4 in an amount that exceeds the amounts of time off provided under this act.

(b) The employer is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan as that term is defined in section 3 of subtitle A of title I of the employee retirement income security act of 1974, 29 USC 1002, that may be used under the same conditions as provided for under this act, in an amount equal to or greater than what is required to be provided under this act, and that accrues at a rate equal to or greater than the rate described in subsections (2) and (3). This act does not require a multiemployer plan that provides benefits in accordance with this act to pay accrued paid sick leave benefits if an employer does not remit required contributions to the plan. If an employer does not make required contributions to the multiemployer plan as provided in this subdivision, the employer is not considered to be in compliance with the employer's obligations under this act.

(8) An employer shall pay each employee using paid earned sick time at a pay rate equal to the greater of either the normal hourly wage or base wage for that employee or the minimum wage established under the improved workforce opportunity wage act, 2018 PA 337, MCL 408.931 to 408.945, but not less than the minimum

wage rate established in section 4 of the improved workforce opportunity wage act, 2018 PA 337, MCL 408.934. This act does not require an employer to include overtime pay, holiday pay, bonuses, commissions, supplemental pay, piece-rate pay, tips, or gratuities in the calculation of an employee's normal hourly wage or base wage.

(9) An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

(10) For purposes of subsections (2) to (5), "year" means a regular and consecutive 12-month period, as determined by an employer.

(11) For purposes of earned sick time accrual under this act, all of the following apply:

(a) An employee who is exempt from overtime requirements under section 13(a)(1) of the fair labor standards act, 29 USC 213, is assumed to work 40 hours in each workweek unless the employee's normal workweek is less than 40 hours, in which case earned sick time accrues based on that normal workweek.

(b) An employee who is covered under 29 CFR 825.801 is assumed to have worked not less than 40 hours in each workweek or is assumed to have worked not less than 30 hours if employed by a small business.

Sec. 3a. An employer that makes contributions to a multiemployer plan as described in section 3(7)(b) shall not require an employee to wait until 120 calendar days after commencing employment with that employer before using unused accrued earned sick time and nonforfeited paid sick leave benefits that were earned as a result of past service for a different employer that also made contributions to the same multiemployer plan or any paid sick leave benefits earned by working under the collective bargaining agreement for that employer. Contributions required under the collective bargaining agreement or other employment agreement for the paid sick leave plan are due on the same schedule as the other fringe benefit funds or plans to which the signatory employer must contribute.

Sec. 4. (1) An employer shall allow an employee to use the earned sick time accrued or provided under section 3 for any of the following purposes:

(a) The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

(b) For the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee.

(c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

(d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

(e) For closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

(2) If the employee's need to use earned sick time is foreseeable, an employer may require advance notice, not to exceed 7 days before the date the earned sick time is to begin, of the intention to use the earned sick time.

(3) If the employee's need for the earned sick time is not foreseeable, an employer, may require the employee to give notice of the intention in either of the following manners:

(a) As soon as practicable.

(b) In accordance with the employer's policy related to requesting or using sick time or leave if both of the following are met:

(i) On the date of the employee's hire, on the effective date of the 2025 amendatory act that added this subparagraph, or on the date that the employer's policy takes effect, whichever is latest, the employer provides the employee with a written copy of the policy that includes procedures for how the employee must provide notice.

(ii) The employer's notice requirement allows the employee to provide notice after the employee is aware of the need for the earned sick time.

(4) An employer that requires notice for sick time that is not foreseeable under subsection (3)(b) shall not deny an employee's use of earned sick time that is not foreseeable if either of the following conditions applies:

(a) The employer did not provide a written policy to the employee as required under subsection (3)(b)(i).

(b) The employer made a change to the written policy and did not provide notice of the change to the employee within 5 days after the change.

(5) Earned sick time may be used in 1-hour increments or the smallest increment that the employer uses to account for absences of use of other time.

(6) For earned sick time of more than 3 consecutive days, an employer may require reasonable documentation that the earned sick time has been used for a purpose described in subsection (1). Upon the employer's request, the employee must provide the documentation to the employer not more than 15 days after the employer's request. The employer shall not delay the commencement of earned sick time on the basis that the employer has not yet received documentation. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for purposes of this subsection. In cases of domestic violence or sexual assault, any of the following types of documentation selected by the employee are considered reasonable documentation:

(a) A police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault.

(b) A signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization.

(c) A court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault.

(7) An employer shall not require that the documentation explain the nature of the illness or the details of the violence. If an employer chooses to require documentation for earned sick time, the employer is responsible for paying all out-of-pocket expenses the employee incurs in obtaining the documentation. If the employee does have health insurance, the employer is responsible for paying any costs charged to the employee by the health care provider for providing the specific documentation required by the employer.

(8) An employer shall not require disclosure of details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical condition as a condition of providing earned sick time under this act. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or employee's family member, the employer shall treat that information as confidential and shall not disclose that information except to the affected employee or with the permission of the affected employee.

(9) This act does not require an employer to provide earned sick time for any purposes other than as described in this section.

Sec. 5. (1) If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, the employee retains all earned sick time that was accrued at the prior division, entity, or location and may use all accrued earned sick time as provided in section 4. If an employee separates from employment and is rehired by the same employer not more than 2 months after the separation, the employer shall reinstate previously accrued, unused earned sick time and shall allow the reinstated employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This subsection does not apply if an employer pays an employee the value of the employee's unused accrued earned sick time at the time of a transfer or separation.

(2) If a different employer succeeds or takes the place of an existing employer, the successor employer assumes the responsibility for the earned sick time rights that employees who remain employed by the successor employer accrued under the original employer. Those employees are entitled to use earned sick time previously accrued on the terms provided in this act. This subsection does not apply if an employer pays an employee the value of the employee's unused accrued earned sick time at the time of a succession.

(3) This act does not require an employer to provide financial or other reimbursement to an employee for accrued earned sick time that was not used upon the employee's termination, resignation, retirement, or other separation from employment.

Sec. 6. (1) An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.

(2) An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. Rights protected by this act include, but are not limited to, the right to use earned sick time under this act, the right to file a complaint or inform any person about any employer's alleged violation of this act, the right to cooperate with the department in the department's investigations of alleged violations of this act, and the right to inform any person of the person's rights under this act.

(3) An employer's absence control policy must not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

(4) The protections in this section apply to any person that mistakenly but in good faith alleges a violation of this section.

(5) An employer may take adverse personnel action against an employee if the employee uses earned sick time for a purpose other than a purpose described in section 4, or violates the notice requirements under this act.

Sec. 7. (1) If an employer violates this act, the employee affected by the violation, at any time not later than 3 years after the violation, may file a claim with the department. The department shall investigate the claim.

(2) The director shall enforce the provisions of this act. In enforcing this act, the director shall do both of the following:

(a) Establish a system that uses multiple means of communication to receive complaints that are related to noncompliance with this act.

(b) Investigate complaints received by the department in a timely manner.

(3) Any person that alleges a violation of this act has the right to file a complaint with the department. The department shall encourage reporting pursuant to this subsection by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the employee or person reporting the violation. However, if the person provides authorization to the department, the department may disclose the person's name and identifying information as necessary to enforce this act or for other appropriate purposes.

(4) Upon receiving a complaint alleging a violation of this act, the department shall investigate the complaint and attempt to resolve it through mediation between the complainant and the subject of the complaint, or other means. The department shall keep a complainant notified regarding the status of the complainant's complaint and any resultant investigation. If the department believes that a violation has occurred, it shall issue to the offending person or entity a notice of violation and the relief required of the offending person or entity. The department shall prescribe the form and wording of such notices of violation including any method of appealing the decision of the department.

(5) The department may impose penalties and grant an employee or former employee all appropriate relief, including but not limited to, payment of all earned sick time improperly withheld, any and all damages incurred by the complaint as the result of violation of this act, back pay, and reinstatement in the case of job loss.

(6) If the director determines that there is reasonable cause to believe that an employer violated this act and the department is subsequently unable to obtain voluntary compliance by the employer within a reasonable time, the department shall bring a civil action on behalf of the employee. The department may investigate and file a civil action on behalf of all employees of that employer who are similarly situated at the same worksite. Except as otherwise provided under section 12, a contract or agreement between the employer and the employee or any acceptance by the employee of a paid or unpaid leave policy that provides fewer rights or benefits than provided by this act is void and unenforceable.

(7) In addition to liability for civil remedies described in this section, an employer that takes retaliatory personnel action against an employee or former employee is subject to a civil fine of not more than \$1,000.00 for each violation.

(8) In addition to liability for civil remedies described in this section, an employer that fails to provide earned sick time to an employee in violation of this act is subject to a civil fine of not more than 8 times the employee's normal hourly wage.

(9) An employer that willfully violates a notice or posting requirement of section 8 is subject to a civil fine of not more than \$100.00 for each violation.

Sec. 8. (1) An employer subject to this act shall provide written notice to each employee at the time of hiring or not later than 30 days the effective date of the 2025 amendatory act that amended this section, whichever is later, including, but not limited to, all of the following:

(a) The amount of earned sick time required to be provided to an employee under this act.

(b) The employer's choice of how to calculate a year as that term is defined under section 3.

(c) The terms under which earned sick time may be used.

(d) That retaliatory personnel action taken by the employer against an employee for requesting or using earned sick time for which the employee is eligible is prohibited.

(e) The employee's right to file a complaint with the department for any violation of this act.

(2) The notice required under subsection (1) shall be in English, Spanish, and any language that is the first language spoken by at least 10% of the employer's workforce, if the department has translated the notice into that language.

(3) An employer shall display a poster at the employer's place of business, in a conspicuous place that is accessible to employees, that contains the information in subsection (1). The poster displayed must be in English, Spanish, and any language that is the first language spoken by not less than 10% of the employer's workforce, if the department has translated the poster into that language.

(4) The department shall create and make available to employers notices and posters that contain the information required under subsection (1) for the employers' use in complying with this section. The department shall provide the notices and posters in English, Spanish, and any other language deemed appropriate by the department.

Sec. 12. (1) If an employer's employees are covered by a collective bargaining agreement in effect on the effective date of this act and the collective bargaining agreement conflicts with this act, this act applies beginning on the stated expiration date in the collective bargaining agreement, notwithstanding any statement in the agreement that it continues in force until a future date or event or the execution of a new collective bargaining agreement.

(2) If an employer's employee is covered by a contract, not including an employer policy signed by the employee, and all of the following requirements are satisfied, this act applies beginning on the stated expiration date in the contract, notwithstanding any statement in the contract that the contract continues in force until a future date or event or the execution of a new contract:

(a) The employer and employee signed the contract on or before December 31, 2024.

(b) The contract is effective for not longer than 3 years.

(c) The contract conflicts with this act.

(d) The employer notifies the department of the contract.

(3) If a small business did not employ an employee on or before February 21, 2022, the small employer is not required to comply with this act until 3 years after the date that the employer first employs an employee.

Enacting section 1. This amendatory act takes effect on February 21, 2025 at 12:02 a.m.

This act is ordered to take immediate effect.

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Clerk of the House of Representatives

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Secretary of the Senate

Approved \_\_\_\_\_

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Governor

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**ENGINEERING & CONSTRUCTION STANDARDS**

**FOR**

**Utility and Street Construction  
Water, Sanitary Sewers, Storm Drainage  
Streets and Sidewalks**

**City of St. Johns**



**Approved by the City Commission on \_\_\_\_\_**

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## INTRODUCTION

The standards and provisions contained herein have been adopted by the City of St. Johns as an aid to developers and contractors proposing to do work within the City.

This document is intended to be a supplement to the requirements and provisions contained in the CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES; Chapter 52, Water Utility; Chapter 53, Sewer Service; Chapter 55, Drainage Service; Chapter 95, Streets and Sidewalks; and; Chapter 154, Subdivision Regulations as well as requirements for any other residential, commercial or industrial development or redevelopment. In the event of any conflicts between these standards and the CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES, the City Code shall govern.

Since it is in the best interest of the community to provide well-conceived and properly installed public utilities of the highest quality possible, these standards shall be used for all extensions, additions or modifications to existing public facilities and utilities. Privately owned and maintained utilities, such as those located on private property, by necessity will require connection to public distribution, collection or treatment systems. Therefore, it is required that these private utility systems be designed, installed and tested in the same manner as public facilities.

Any standards of this nature must allow flexibility in its application for unusual situations and changing technology, therefore, deviation from these standards may be considered. Any deviation being proposed shall be submitted to the City in writing indicating the purpose, justification and proposed alternative to be used. This request shall include descriptive information and sketches or drawings indicating, in detail, the proposed alternative.

The information and guidelines contained herein are minimum standards and are not considered to be specifications adequate for construction purposes. Therefore, documents submitted for review shall include detailed construction specifications which meet or exceed these standards.

If, in the opinion of City Staff, special or unusual conditions exist or are discovered during the course of construction, these minimum standards will be revised to address such special or unusual conditions.

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## GENERAL PROCEDURES

To establish an adequate, high quality, well maintained public utility or street, the following procedure shall require satisfactory completion prior to acceptance by the City of any utility, sidewalk or street.

Design Verification - Prior to the construction of systems included in these standards, the developer shall submit a preliminary report and detailed plans and specifications for approval by the City. After the City and all other local and state approvals have been obtained, the developer shall notify the City of the date when construction will begin.

Dedication and Access - Any utility or street proposed to be dedicated to the City shall be placed and constructed according to these standards within a public right-of-way or easement dedicated to the City.

City's Status During Construction – The City will monitor activities during the construction period. Monitoring will be conducted by City Staff or by an outside firm hired by the City.

The City's representative will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the City standards. The City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work nor will they be responsible for the construction means, methods, techniques, sequence, or procedures, or the safety precautions incident thereto. The City's representative efforts will be directed toward providing assurance for the City that the completed Project will conform to the requirements of these Standards, but will not be responsible for the Developer's failure to perform the work in accordance with the Contract Documents.

The City's representative will have authority to disapprove or reject work which is defective, i.e., if it is unsatisfactory, faulty or defective, or does not conform to the requirements of these Standards or does not meet the requirements of the Plans, Specifications, and inspection, test or approval.

The City's representative shall inform all City Staff concerns of the progress of the work, the manner in which it is being done and the quality of materials being used. The City's representative shall call to the attention of the developer any failure to follow the Plans and Specifications that he may observe. The City's representative shall have the authority to prevent the use of materials which do not meet specifications and to stop work being done which they believe does not conform to the Plans and Specifications until such time as the City shall have the opportunity to inspect the material and/or work in question.

In no instance shall any action or omission on the part of the City's representative relieve the Developer of the responsibility of completing the work in accordance with the Plans and Specifications.

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Installation & Inspection - The developer shall assure that the City's representative shall have access to the site at all times during preparation and progress. The City's representative shall have the right to reject materials and workmanship which are defective or do not meet the minimum requirements defined herein. All defective or inferior materials and workmanship shall be removed, replaced or otherwise corrected. Failure to do so within a reasonable time shall be cause for the City to:

- 1) revoke any or all permits
- 2) disallow connection to the existing utility
- 3) make the necessary corrections and charge the cost of such repairs to the developer
- 4) refuse to issue an occupancy permit, or
- 5) any combination of the above.

Safety - Any work performed pursuant to these standards as defined by the issued permit, shall progress in such a manner as to protect the life and property of personnel on the job site and the general public. All hazardous conditions shall be guarded against or eliminated.

The developer and the developer's contractors are entirely responsible for all aspects of job safety and will execute the work in strictest conformance with all federal, state and local safety codes, rules, regulations, statutes and ordinances, including but not limited to the Michigan Occupational Safety and Health Administration (MIOSHA) and the Michigan Manual of Uniform Traffic Control Devices (MUTCD).

System Testing - Upon completion of installation of any utility or street, the developer shall cause all systems to be tested as herein specified. Pressure testing of utility systems shall be done only in the presence of the City's representative. Soil, concrete and bituminous testing shall be completed by qualified individuals with test results being submitted to both the City and developer.

Certification - Prior to acceptance of any public system by the City or prior to use of a private system connecting to a public system, the developer shall submit a certificate of compliance from a licensed professional experienced in the field to which the system pertains.

The licensed professional shall certify that he/she has personally inspected all construction and that all facilities were installed in conformance with the approved plans and specifications. Along with the certification, the developer shall submit drawings, specifications, and equipment and material operation and maintenance manuals electronically in a format usable by the City, which have been revised to accurately reflect actual installation.

Financial Guarantee – Prior to the City issuing occupancy permits for any residence or structure constructed in any development, the water, sewer and storm drainage systems must have passed all required testing and be available for use by the occupants of the residence or structure. Streets, sidewalks and parking lots must be completed to the point of being useable by all occupants. A conditional occupancy permit may be issued prior to total completion of water, sewer, drainage, street and sidewalk facilities if a financial guarantee, in a form and amount acceptable to the City, is deposited with the City to insure completion. Financial guarantees shall comply with the latest City practices and policies.

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Warranty and Maintenance Bond - Performance Guarantees, Maintenance Bonds and Inspections shall be required and shall conform to Chapter 154, Section 154.50 of the CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES.

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## PLAN CONTENT

### I. General Preparation Sequence

- A. Any person, firm or organization wishing to construct Public/Private Street or utility systems in the City of St. Johns, which systems are to be designed to service more than one building unit, shall engage the service of an engineer, licensed to practice engineering in the State of Michigan and shall be referred to as the Engineer. Said Engineer shall be instructed to prepare the necessary planning documents for submission to City Staff for approval.
- B. Any Engineer proposing the construction of streets or utility systems in the City of St. Johns shall present to City Staff prior to preparation of plans, a preliminary report for determination of feasibility of the project. The preliminary report shall outline the general location of the main facilities, provide the design basis and shall show all elevations and details as later specified under "Preliminary Report".
- C. Following review and recommendation by City Staff, the Engineer shall prepare detailed construction documents as later specified.
- D. Following completion of detailed construction documents, two copies shall be submitted to City Staff for approval, who shall request any changes found necessary to conform to the standards or sound construction practice.
- E. On completing the revisions requested by City Staff, a digital copy of the completed construction documents shall be forwarded to City Staff.
- F. On determining that the documents are complete, City Staff shall forward copies to the Michigan Department of Environment, Great Lakes, and Energy for Construction Permits. Additional copies may be required for submission to the Clinton County Road Commission, Clinton County Drain Commissioner, or private utility companies and for use by the City. The Engineer will be notified if such additional copies are required.
- G. Following receipt of all Construction Permits and any necessary deposits, City Staff will notify the developer that construction may begin. Construction shall in all respects comply with the requirements of these documents and the City's representative shall have the right to inspect workmanship and materials throughout construction and to reject same whenever they do not conform to these standards or sound construction practice.
- H. Final approval for use of the system will not be granted until the following items are acceptable to City Staff:
  - 1. All Construction and Testing

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2. Payment of Inspection Costs
  3. Receipt of Easement Descriptions in an electronic format
  4. Receipt of As-Constructed Measurements
  5. Receipt of as-constructed drawings in an electronic format
  6. Receipt of operation and maintenance manuals in electronic format

- I. The City will have easement documents drawn up from the descriptions furnished by the Engineer. This easement will transfer the system to the City for operation and maintenance plus certify that all rights and interests in the street and utility systems are hereby deeded to the City free and clear and that any subsequent use of the system by the developer or by those purchasing property from the developer shall conform in every respect to the regulations of the City, including all connection and inspection charges, all standards of construction of building connections and City requirements regarding sewer and water service charges. Easements for sewer, water and drainage facilities shall have a width equal to the depth but not less than 15 feet.

## **II. Engineer's Preliminary Report**

- A. The Developer's Engineer shall prepare an engineering report outlining, with suitable descriptive material and drawings, the scope and nature of the project proposed, together with preliminary details of the proposed construction.
- B. The report shall include site drawing(s) for the proposed improvements to any convenient scale showing the location of the proposed development in relation to all existing streets and utility systems. Also there shall be shown on the drawing(s) any significant details of soil condition, ground water problems, unstable or undesirable soils, known surface obstructions and construction problems and all known subsurface utilities. If surface flooding presents a problem in the area, the anticipated high water level shall be shown on the drawing.
- C. The report shall also contain an enlarged scale map of the area proposed for construction.
- D. The preliminary report and plan shall contain all of the design criteria detailed in the sections of these standards applicable to streets and specific utility systems.

Design of street and utility systems for any particular development shall be in accordance with the best interests of the City system as a whole and shall be coordinated with the ultimate plan for development of the total City system.

- E. With the preliminary report data there shall be furnished details of any special conditions anticipated in connection with construction or operation of the streets and utility systems and any special requirements of the developer. If all streets and utility systems proposed for the development are not to be constructed at one

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time, the preliminary report shall present an anticipated time schedule for construction of the total streets and/or utility systems.

### **III. Construction Documents**

- A. The Developer's Engineer shall cause to be prepared suitable construction documents showing all details of construction of the sanitary sewer, water, storm, street, and sidewalk systems and appurtenances. Appended to these standards are certain requirements of the City regarding construction procedures. These standards shall be incorporated as a part of any contract entered into between any developer of lands and the contractor constructing sewer, water, storm, street, and sidewalk systems in the City of St. Johns.
- B. The City's representative may require that the Developer's Engineer submit specifications and/or drawings on any item or work not sufficiently covered herein. Shop drawings shall be required prior to the installation of equipment or special structures on all projects. Any systems not constructed in full conformity with these requirements will not be accepted by the City for operation and maintenance and no connection will be permitted into the existing City system.
- C. The Developer's Engineer shall prepare the detailed plans for sewer, water, storm, street, and sidewalk system construction in order that a permanent record can be provided for the City. All construction drawings shall be prepared on 24-inch by 36-inch sheets with the Engineer's title block imprinted there on.
- D. Also included and made a part of the construction plans shall be copies of the City's Standard Water, Sewer, Storm, and Street Construction Details. Reproducible copies of the City's Standard Construction Details may be purchased from the City.
- E. Following completion of all construction work and addition to the drawings of constructed measurements, an electronic file, in format acceptable to the City, containing all of the drawings shall be furnished to the City.
- F. All drawings shall include a plan and profile of the proposed construction. The plan is to be drawn to the scale of 1" = 40' and the profile to a scale of 1" = 4', with all details of surface topography, surface and subsurface obstructions and proposed utility and street improvements shown on the plan and in the profile.
- G. All of the elevations shown on the plans, or referred to shall be in feet above mean sea level datum as established by the United States Geological Survey. Permanent bench marks shall be established at distances not exceeding 1,000 feet and shown on the plans.
- H. In the space provided in the title block, the appropriate description of the street or utility system as proposed on the drawing is to be inserted. Also, the name and address of the Professional Engineer preparing the drawings.



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#### IV. Insurance Requirements

The developer shall not commence work on any project until he has obtained all the insurance required under this section and such insurance has been approved by the City, nor shall the Developer allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Developers and subcontractors are required to file with the City completed certificates of insurance, as evidence that they carry adequate insurance to comply with the requirements of this section.

A. Worker's Compensation Insurance

Contractors and subcontractors shall procure and shall maintain during the life of the project, Worker's Compensation Insurance for all employees to be engaged in work on the project.

B. Bodily Injury and Property Damage

Contractors and subcontractors shall procure and shall maintain during the life of the project adequate insurance to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, when specified, similar insurance to protect the owner of premises on or near which construction operations are to be performed. Specific policies and minimum limits shall meet the current City Standard.

1. Bodily Injury and Property Damage other than Automobile

Such insurance shall include, but not limited to, coverage for:

- comprehensive form
- premises-operations
- explosion and collapse hazard
- underground hazard
- products/completed operations hazard
- contractual insurance
- broad form property damage
- independent contractor
- personal injury

2. Bodily Injury and Property Damage - Automobile

Such insurance shall include, but not limited to, coverage for:

- comprehensive form
- owned vehicles
- hired vehicles
- non-owned vehicles

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C. Builder's Risk Insurance (Fire and Extended Coverage)

Until the project is completed and accepted by the City, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the City, the Contractor, and subcontractors as their interest may appear.

D. City Protective Liability

The contractor shall procure and shall maintain during the life of the contract adequate insurance to protect and hold harmless the City from all claims, damages, losses and expenses including attorney's fees arising out of the operations of the Contractor, or any subcontractor or any agent, servant or employee of either, and the Contractor shall indemnify and save the Owner, its officers, agents, servants or employees harmless therefrom. The furnishing by the Contractor of any insurance required, or the acceptance or approval thereof by the City as provided above, or otherwise, shall not diminish the Contractor's obligation to fully indemnify the City as set forth in this paragraph.

In addition to the above required insurance, the Contractor and his Surety shall protect against and be solely responsible for any damages to work not otherwise protected by insurance whether such damage is a result of an act of God, fire, vandalism, theft, accidental or malicious acts by any person or any unexplained event.

The Contractor shall not cancel or reduce the coverage of any insurance required by this section without providing a 30-day prior written notice to the City. All such insurance must include an endorsement whereby the insurer shall agree to notify the City immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

**V. Requirements During Construction**

A. Superintendence

The Developer shall give his personal superintendence to the work or shall designate a competent superintendent who shall have the authority to act for the Developer. Notification by the Developer shall be given to the City's representative prior to commencement of construction, of the individual who will act as his representative.

B. Compliance with The Law

The Developer shall comply with all applicable Federal, State, County and Municipal laws, regulations, rules and ordinances.

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C. Permits

The Developer shall secure and pay for all permits, bonds, deposits and licenses required by the City or other governmental units prior to the prosecution of the work.

D. Preconstruction Conference

Work on the project will not commence, if in the opinion of City Staff, a preconstruction conference is necessary to insure that all parties are aware of any unusual project requirements or to assure the City that all project requirements are going to be met.

E. Inspection

The City's representative shall at all times have access to the work whether it is in preparation or progress and the Developer shall provide proper facilities for such access and/or inspection. The City's representative shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises. If the Developer does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the City may remove them and charge the expense to the Developer.

F. Quality of Materials and Equipment Furnished

All material and equipment furnished shall be new and conform to specifications. The Developer shall submit to the City's representative four copies of the manufacturer's drawings and data for all equipment furnished. No work shall be undertaken until the City's representative has given written approval to the shop drawings, but this approval shall not relieve the Developer of responsibility for errors in these drawings. The checking of the drawings is a precautionary measure and it is not intended that this checking shall enter into every detail of the work.

G. Testing

It shall be the responsibility of the Developer to perform any necessary testing. Required testing must be witnessed by the City's representative, who shall be given a 24-hour notice prior to any testing.

If the system fails to meet any testing requirements, the Developer shall determine the cause of failure and shall repair the cause of failure and/or replace defective material as necessary. Upon completion of the corrections, the testing shall be redone.

Any section of the system that repeatedly fails consecutive tests may be subject to removal and replacement. All costs of this work shall be the Developer's responsibility.

H. Final Approval

Upon completion of the construction, the Developer shall notify the City that the project is complete and ready for a final inspection and testing. The Developer

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shall accompany and assist the City's representative with the Final Inspection and all subsequent inspections required. The City may tentatively approve the use of the system upon receipt of a cash deposit sufficient to cover the cost of making the repairs. The amount of the deposit will be determined by the City and deposited with the City prior to tentative approval of the system. The date of Final Approval shall be the date when all defects are corrected and written acceptance is given by the City.

I. Correction of Work After Final Approval

Neither the final approval nor any provision in the contract documents shall relieve the Developer of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, he shall remove any defects and pay for any damage which shall appear within one year after date of completion and written acceptance of the system by the City.

J. Protection of Work

The Developer shall continuously maintain adequate protection of all work from damage and shall protect the City's and adjacent property from injury arising in connection with his contract, and shall be responsible for all damage and/or injury caused by or arising out of his operations.

K. Use of Job Site

The Developer shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinances, permits or directions of the City or property owners and shall not encumber the premises with his materials.

L. Plans and Specifications

The Developer shall keep on the work site, a copy of the drawings and specifications and shall at all times give the City's representative access thereto.

M. Cleaning Up

The Developer shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work and at the completion of the work he shall remove all his rubbish from and about the project and all his tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use.

N. Reports, Records and Data

The Developer and each of his subcontractors shall submit to the City's representative such schedule of quantities, costs, progress schedules, payrolls, reports, estimates, records and other data as the City's representative may request concerning work performed or to be performed as part this project.

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O. Non-Discrimination In Employment

The Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Developer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex or national origin, and that all subcontractors employed on said work similarly ensure against such discrimination.

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## STREET CONSTRUCTION

The requirements of this section shall apply to the internal streets and drives within a development as well as streets and sidewalks intended to be dedicated to the City for public use. All streets and drives shall require a minimum 4-inch edge drain located under the curb.

### I. Typical Section

#### A. Right-of-way

See CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES, Chapter 117.

#### B. Pavement Section

Pavement sections shall be constructed in accordance with the following tables:

##### 1. Bituminous Pavement with Granular Base

Classification	5EL 13A Or mix approved by Director of Public Services <b>Top</b>	4EL 13A Or mix approved by Director of Public Services <b>Leveling</b>	MDOT 22A Base	MDOT Class II Subbase
All Streets	1.5 inches*	1.5 inches*	8 inches	12 inches

#### C. Curb & Gutter Section

Curb and gutter shall conform to the *City of St. Johns Construction Specifications for Concrete Sidewalks, Driveway Approaches And Curb And Gutter* and the following:

Classification	Curb and Gutter Type
Local Street	Special Section - high back or roll type
Collector Street - Residential	Special Section - high back or roll type
Collector Street - Industrial	MDOT Detail C-4 or F-4
Major Street	MDOT Detail C-4 or F-4

#### D. Sidewalks

Sidewalks shall conform to the *City of St. Johns Construction Specifications for Concrete Sidewalks, Driveway Approaches And Curb And Gutter*.

All sidewalks shall be a minimum of 5-feet wide and 4-inches thick, except at vehicular crossing where the thickness shall be 6-inches.

Sidewalks shall be constructed along the frontage of any development that abuts an existing public street.

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For new residential developments, all sidewalks shall be installed during the final phases of development. Sidewalks shall extend to the property limits within the street right-of-way and along both sides of the property if it is a corner lot. The developer is responsible to connect any sidewalk where parcels cannot be developed to maintain a sidewalk throughout the entire site.

E. Public Utilities

All underground utilities shall be constructed at the following locations:

1. Storm Drains and Sanitary Sewers - near centerline of roadway.
2. Water Mains - South or East side of road, between curb and sidewalk.
3. Gas Mains - in private easement outside road right-of-way.
4. Electric, Telephone, Cable TV - in private easement outside road right-of-way.

F. Alignment - Horizontal and Vertical curves, Visibility and Intersections

See CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES, Chapter 95.13

## **II. Materials and Installation**

A. Clearing and Grubbing

All stumps, brush and prohibited trees (see CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES, Chapter 96) shall be removed. Any other trees or vegetation deemed desirable by the City, and so located as to not interfere with street, utility, or sidewalk construction, and not a hazard to visibility or other safety consideration shall be protected and preserved.

B. Roadway

1. Materials and Testing of Street Subbase, Base and Surface - Shall conform to the requirements of the latest edition of the Michigan Department of Transportation Standard Specifications for Construction.
2. Curb and Gutter and Sidewalks - Shall conform to the latest standard of the City of St. Johns. Sidewalks shall also conform to the CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES, Chapter 95 plus current local, state and federal barrier free design standards.

C. Curb Cuts and Driveways

1. Existing Curb Cuts - See CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES, Chapter 95; Section 95.37.
2. Proposed curb openings and driveway openings shall conform to the latest standard of the City of St. Johns. Commercial driveway opening is the MDOT type M.

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D. Surface restoration

All areas to be seeded shall meet the following:

1. Topsoil - 4" minimum
2. Seeding and Mulch – Seeding, fertilizer, and mulch shall be applied using hydroseeding methods unless otherwise authorized by the City. Apply a fertilizer, mulch and seeded slurry with a hydraulic seeder at a rate of 220 lbs per 1,000 sft evenly in one pass. After application, apply water with fine spray immediately after each area has been hydroseeded. Saturate to 4-inches of soil and maintain moisture levels 2 to 4 inches.
  - a. Seed - Shall be labeled in accordance with USDA rules and regulations. Mix shall be Merion Blue 60%, Red Top 20%, and Perennial Rye 20%.
  - b. Fertilizer and Mulch - As required to establish growth.
3. Establishment of Seeded Areas - It shall be the developer's responsibility to take all necessary precautions, including watering and weeding, to establish a smooth, uniform lawn.
4. Trees and shrubs within the existing street right-of-way shall be protected and left in place in accordance with the CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES, Chapter 96; Section 96.06.

E. Signage and Barricades

All signage and barricades shall be in accordance with Section 95.31 of the CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES and the Michigan Manual of Uniform Traffic Control Devices.

F. Lighting

Street lighting shall conform to standard developed by the Edison Electric Institute Manual for Street Lighting and the latest standards of Consumers Energy Co. The light source shall be high-pressure sodium vapor or LED and shall be consistent with adjacent developments.

G. Excavation

Where trench excavation is required within an existing street or road bed the following standards shall apply:

1. Hard surface streets shall be saw cut prior to excavation. Surface removal and replacement shall be parallel with and at right angles to the street centerline.
2. Where a trench crosses a street at more or less right angles the restored surface shall extend a minimum of one foot beyond the limits of the trench. Saw cuts shall be perpendicular to the street centerline extending the full width of the street. If a trench or pit is required in one lane only the limit of surface removal and restoration shall terminate at the street centerline.
3. When a trench is more or less parallel with the street centerline, removal shall be from the centerline to the edge of pavement. If a trench is on or crosses the street centerline the entire width shall be removed and replaced from point of beginning to point of ending.



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4. Bituminous surfaced streets shall be restored according to section I above. Streets with concrete base and bituminous overlay shall be replaced with bituminous base equal to the concrete thickness and surface course equal to the existing overlay. Concrete surface shall be replaced with equal thickness reinforced concrete surface.
  5. Assurances may be required prior to any construction. The assurances shall be in the form of a bond, letter of credit or cash deposits filed with the City of St. Johns. The amount shall be equal to 50% of the proposed construction. Upon approval of completion of the project by the City the assurance may be reduced to the actual cost of the finished surface. This amount to be retained by the City until the first anniversary of the completion date. If no maintenance or repair is required on or before this anniversary date the retainer will be returned to the owner.

H. Clean-Up

Contractor shall be responsible for proper clean-up of the work site and any storage yards. All trash and leftover material shall be properly disposed of off-site. See the CITY OF ST. JOHNS, MICHIGAN CODE OF ORDINANCES, Chapter 95, Section 95.38.

### III. Testing and Tolerances

- A. Where required, testing of materials, soils, devices or instruments shall be completed using personnel experienced in the obtaining, transporting, analyzing, and reporting of the specific tests required. Certified test results shall be submitted to the City's representative as soon as it is practical after the samples have been obtained and analyzed. All required testing shall be by a firm selected by the City.
- B. Except for bituminous paving and concrete work, samples will be taken when the Developer feels the work is prepared sufficiently to pass testing. The City's representative shall select the exact location where samples for testing are to be taken.

The following tests shall be completed:

Type of Work	Type of Test
Pipe Bedding	Percent Compaction
Trench Backfill	Percent Compaction
Manhole, Inlet, and Catch Basin Backfill	Percent Compaction
Roadway Subgrade	Percent Compaction
Granular Base	Percent Compaction
Bituminous Concrete	Percent Compaction and Extraction Analysis

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Concrete	Air Entrainment, Slump and Compression Strength (7 and 28 days)
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- C. All compaction tests required shall yield a minimum of 95 percent of the maximum unit weight of the material being tested.

Compaction Tests shall include one material sieve analysis for every 3,000 cubic yards of a specific material used. The minimum number of Density Tests which shall be taken is as follows:

Trenches and Excavated Subgrade	One every 300 feet or part thereof horizontally and one every 3 feet vertically
Subgrade	Visual inspection will be performed by the City's representative. Any Unstable soils will be replaced and tested the same as trenches.
Subbase	One every 300 feet or part thereof horizontally unless such testing reveals lack of density.
Granular Base	One every 300 feet or part thereof horizontally unless such testing reveals lack of density.

Lack of density will require correction and re-testing. In addition, more frequent testing may be required.

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## SANITARY SEWERS

### I. Design Criteria

#### A. Velocity

Pipes shall have a minimum velocity of two feet per second when flowing full.

#### B. Slope

Piped shall be installed uniform and straight between manholes with a slope not less than the following:

Size	Slope
4"	1.00% - House service only.
6"	1.00% - House or building service only.
8"	0.40%
10"	0.280%
12"	0.22%
15"	0.17%

#### C. Size

Pipe size shall be calculated using average day flow based on the following:

1 Residential Equivalent Unit (REU) = 250 gallons/day

	<u>REUs</u>
1. Single Family Residence	1.00
2. Multiple Family Residence	1.00 per unit
3. Restaurants	As approved by the City
4. Professional Office	As approved by the City
5. Commercial	As approved by the City
6. Industrial	As approved by the City

Actual size of pipe shall be based on computed average day flow multiplied by a peaking factor taken from the *Ratio of Peak Hourly Flow to Design Average Flow* chart from the latest edition of the Recommended Standards for Wastewater Facilities as adopted by Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers.

- D. In addition to being adequate to serve the proposed development, sewers must be adequate to provide capacity for upstream vacant land development. Any sewer lying in natural drainage valley shall be extended to the uppermost point in that valley within the confines of the proposed development. Suitable easements and rights-of-way must be provided to permit future extension up the valley.

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Amounts of sewage for all areas upstream shall be determined on an area basis, with all areas draining naturally to any point within the proposed development calculated on a basis consistent with the current City of St. Johns Comprehensive Development Plan.

- E. In design of the sewer system arrangement, lateral sewers shall have a manhole at their upstream terminus. Where locations of platted lots or building sites are known, a suitable tee, 45-degree elbow, service line to a point 10-feet beyond the property line and plug shall be provided for connection to the sewer main. Services shall be marked with a 4-inch x 4-inch timber and/or a suitable material that extends from the pipe invert to a point of 18-inches above finish grade. GPS coordinates will also be required.
- F. All aspects of sewer design shall, at a minimum, be in accordance with the latest edition of the Recommended Standards for Wastewater Facilities as adopted by Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers and the Michigan Department of Environmental Quality.

## **II. Materials and Installation**

### **A. Clearing and Grubbing**

See STREET CONSTRUCTION, paragraph IIA.

### **B. Sewer Installation**

1. Excavation - all organic and other soils not capable of supporting the imposed loads developed by the pipe and structures, contents, trench backfill, surfacing and traffic loading shall be totally removed. Excavation below the pipe base elevation shall be backfilled with sand, stone, or other granular material capable of supporting the imposed loads without excess settlement.
2. Pipe Bedding - All pipe and structures shall be placed on a cushion of MDOT class II granular material modified to 100% passing a 1-inch sieve. Bedding material shall also be placed around the pipe in six-inch layers and compacted to 95% maximum density. For depth of bedding see Standard Details.
3. Line and Grade - All pipe shall be laid to the line and grade called for on the plans utilizing an in-line laser beam system for vertical and horizontal control. Each pipe, as laid, shall be checked by the contractor with a suitable target to insure that this result is obtained.
4. Backfilling - Where the excavation is made through, or undercuts proposed or existing vehicular routes the entire trench shall be backfilled with pipe bedding material or sand and compacted in 12-inch layers.

When a trench lies within the influence of a vehicular route the trench shall be backfilled with bedding material or sand for that portion below a 45-degree plane from the edge of the vehicular route (MDOT Trench Detail B). The remainder of this trench and trenches in other locations may be backfilled with clean excavated material.

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All backfill shall be compacted to 95% of maximum unit weight.

5. Restoration- All disturbed areas within the right-of-way must be restored to their original condition by the contractor.

C. Sewer System Materials

1. Main Line Pipe and Fittings

- a. 8-inch through 15-inch shall be PVC conforming to ASTM D-3034, SDR 26 with rubber gasket joints conforming to ASTM F-477 and ASTM D-3212.
- b. 18-inch and larger shall be PVC conforming to ASTM D-3034, SDR 26 with rubber gasket joints conforming to ASTM F-477 and ASTM D3212.

2. Manholes

- a. Precast concrete shall conform to ASTM C478. Cone sections shall be eccentric type. Joints to be o-ring gasket conforming to ASTM C923.
- b. Pipe connections shall be made with an integrally cast seal boot.
- c. Steps shall be plastic-coated steel conforming to ASTM C478.
- d. Castings shall be as shown on standard detail, adjusted to grade with pre-cast concrete grade rings and 1" butyl rope gasket.
- e. Refer to standard detail sheet for construction details.
- f. Service lines shall not be connected to manholes without written permission from the City.
- g. The number of manholes shall be kept to a minimum, with the distance between manholes maximized, but not to exceed 400 feet without the approval from the City.

**III. Sewer System Testing**

- A. Before the sewer may be tested, the contractor shall run a mandrel through all pipes between manholes and clean the sewer with a hydraulic system consisting of a high pressure pump feeding water to a nozzle which directs the water against the walls and flowline of the pipe, dislodging the debris and flushing it toward a manhole. All debris shall be removed at the nearest downstream manhole.
- B. Sewer Systems must be televised by a PACP licensed contractor. The footage and report must be provided to the city via flash drive prior to the City's acceptance of the system.
- C. The contractor shall furnish all equipment and personnel to conduct an acceptance test using low pressure air. Manholes shall be tested according to ASTM C497. PVC pipe shall be tested according to ASTM F1417. Ductile Iron Pipe shall be

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tested according to AWWA C600. All tests shall be conducted in the presence of the City's representative.

- D. The Developer shall furnish certification from the manufacturers of all pipe and manhole sections that they have been manufactured in accordance with the applicable ASTM standards.
- E. All compaction tests required shall yield a minimum of 95 percent of the maximum unit weight of the material being tested.

Compaction Tests shall include one material sieve analysis for every 3,000 cubic yards of a specific material used. The minimum number of Density Tests which shall be taken is as follows:

Trenches and Excavated Subgrade	One every 300 feet or part thereof horizontally and one every 3 feet vertically
Subgrade	Visual inspection will be performed by the City's representative. Any Unstable soils will be replaced and tested the same as trenches.
Subbase	One every 300 feet or part thereof horizontally unless such testing reveals lack of density.
Granular Base	One every 300 feet or part thereof horizontally unless such testing reveals lack of density.

Lack of density will require correction and re-testing. In addition, more frequent testing may be required.

#### IV. Services

- A. Pipe
  - 1. Stubs, Risers and House Services
    - a. Allowable sizes are 4-inch, 6-inch or as approved by the City.
    - b. 4-inch pipe shall be one of the following:
      - i. PVC conforming to ASTM D 2665 with 0.237-inch wall thickness (Schedule 40).
      - ii. PVC conforming to ASTM D 3034 with 0.162-inch wall thickness (SDR 26).
    - c. 6-inch pipe shall be one of the following:
      - i. PVC conforming to ASTM D 2665 with 0.237-inch wall thickness (Schedule 40).
      - ii. PVC conforming to ASTM D 3034 with 0.162-inch wall thickness (SDR-26).
    - d. Joints for PVC and ABS shall be either glued or bell and spigot with a rubber gasket.

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B. Fittings

1. All fittings used shall be pre-formed, factory-manufactured conforming to the specifications listed above for pipe. Cut bends formed at the site from pipe will not be allowed nor will 90-degree bends be used.
2. Connections to main lines where a wye is not existing shall be made by installing a wye into the main line or by cutting a hole in the main line and gluing a preformed saddle to the main-line pipe or by banding a preformed saddle with a rubber gasket to the main-line pipe with stainless steel bands.
3. Fernco-style flexible couplings shall be used when extending a house service from the stub if a pipe bell with gasket is not available.

C. Construction

A. Placement

1. Pipe outside of the roadway must be bedded on sand or fine excavated material free of rocks or lumps and compacted to spring line. Peat, muck and marl are not acceptable bedding materials.
2. Pipes and wye connections within the roadway must be bedded and covered with crushed stone. 3.5 oz filter fabric must also be laid over top of the stone prior to sand backfill.
3. Pipe must be laid in a straight line and to a uniform grade of 1.0% (1-foot drop for each 100 lineal feet of pipe) except as permitted by City Staff.
4. Clean-outs shall be installed in a straight run of pipe at a maximum spacing of 90 feet and at all pre-formed bends. Standard wyes must be used to construct clean-outs. Clean-outs must extend to above finish grade (maximum 6 inches above) and securely capped. All clean-outs shall be marked with a minimum 36" length of 1/2" diameter steel pipe or reinforcing rod or shall have a cast iron cap.
5. If ground water is present, pumping equipment and crushed stone bedding shall be used to remove the water and place the pipe in a dry trench.

D. Inspection

1. Standard permit applications shall allow 3 working days for permit approval.
2. Emergency repair permits are available for an additional fee and will be approved within 24 hours.
3. Stages of inspection:
  - a. During the making of connection to main line, if stub is not available.
  - b. After pipe is placed and bedded.

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4. Service shall be fully visible during all inspections. If the pipe becomes covered with water or backfill material before final inspection, contractor shall uncover pipe before inspections are made.
  5. After inspection, the sewer lead shall be covered with sand or fine excavated material free of lumps and rocks to a depth of 1.0 foot above the top of the pipe. The remainder of the trench may be filled with excavated material.
  6. Inspections must be completed no later than 3:30pm. If the inspection is not completed by this time the site must be barricaded and the work inspected the next working day. Leaving an open trench in a roadway will not be allowed.
  7. 24 hours' notice must be given to City Offices for all inspections.

E. Guarantee

1. All contractor's materials and services shall be guaranteed for a period of one year from the date of acceptance by the City.

**V. Grease Traps or Oil/Sand Separators**

- A. Shall be installed for certain commercial and industrial uses such as restaurants, car washes or vehicle service centers or any other use that would transmit solid particulate matter, oil, grease or similar materials to the sanitary sewer system.
- B. Shall be a minimum volume of 1,000 gallons and conform to the City's standard detail.
- C. Shall be so located on the site as to be readily accessible for cleaning by a truck-mounted unit.
- D. Sanitary waste from restroom facilities shall not be piped to grease traps or oil/sand separators.
- E. Contractor shall submit shop drawing of unit proposed to be used.

**STORM DRAINAGE**

**I. Design Criteria**

A. General

1. All drainage systems shall be in accordance with the City of St. Johns Storm Water Ordinance.
2. All drainage systems shall be enclosed unless otherwise approved by the City.

B. Velocity - Three (3) feet per second minimum.

C. Pipe Size



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1. Single catch basin leads shall be 10-inch minimum.
  2. Lines serving only foundation drains shall be 8-inch minimum.
  3. All other pipes shall be 12-inch minimum.
  4. Pipe capacity shall be demonstrated and reported using calculations in accordance with the City of St. Johns Storm Water Ordinance.
- D. Future Extensions - The size, terminal location and depth of all drains will be required to be increased or altered over that necessary to serve the proposed development to accommodate drainage of upstream portions of the drainage basin.
- E. On-site Detention or Retention - When an existing drainage system is not adequate to serve a proposed development, the developer shall extend, upgrade or alter the existing system to provide capacity for the proposed development. As an alternative, the proprietor may propose to detain or retain, on site any additional drainage which may occur due to the proposed development.
- F. Building Connections - Each residence or structure requiring individual service for foundation or roof drains shall be provided with a separate service lateral. Service laterals shall be able to access the main line storm drain without crossing other parcels or crossing the frontage of other parcels. Services shall be marked with a 4-inch x 4-inch timber and/or a suitable material that extends from the pipe invert to a point of 18-inches above finish grade. GPS coordinates will also be required.
- G. No sump pump or downspout outlets will be allowed to discharge to the street surface.
- H. Branch Drains - All low areas at the rear of buildings that cannot be graded so as to slope to the front of the building site shall be served by branch drains and catch basins. These branch drains shall extend between buildings and shall be constructed as required for main drains.

## **II. Materials and Installation**

- A. Clearing and Grubbing - See STREET CONSTRUCTION, Paragraph II.A.
- B. Excavation, Pipe Bedding, and Backfilling - See SANITARY SEWERS, Paragraph II.B.
- C. Manholes –
1. Precast concrete shall conform to ASTM C478.
  2. Cone sections shall be eccentric type.
  3. Steps shall be plastic-coated steel conforming to ASTM C478.

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4. Manholes containing pipe in excess of 18-inch diameter will be larger than 4-foot diameter, depending on the number, size and arrangement of storm drains in the manhole.
  5. Castings shall be as shown on standard detail, adjusted to grade with pre-cast concrete grade rings and 1" butyl rope gasket.
  6. Refer to standard detail sheet for construction details.
  7. Service lines shall not be connected to manholes without written permission from the City.
  8. The number of manholes shall be kept to a minimum, with the distance between manholes maximized, but not to exceed 400 feet without the approval from the City.

#### D. Catch Basins

1. Shall be min. 2-foot diameter.
2. Basins shall be perforated HDPE or concrete structures as directed by the City.
3. HDPE basins shall conform to ASTM F405 and ASTM F606.
4. Concrete structures shall conform to ASTM C-478 with integral bottom, flat-slab top, no steps and a two-foot-deep sump below the outlet pipe invert.
5. Flow-through basins will be permitted to have only one upstream inlet or catch basin.
6. Cover shall be MDOT standard or special of the type shown on the plans.

#### E. Pipe

1. Storm sewer pipe shall be concrete tongue and groove pipe, perforated HDPE pipe, or PVC bell and spigot pipe as directed by the City.
2. Reinforced concrete pipe shall be Class IV and conform to ASTM C-76 for circular pipe and ASTM C-507 for elliptical pipe. Joints shall be allowed to absorb ground water; however, each joint shall be protected with O ring or Mastic against infiltration of soil or matter of any kind.
3. Perforated HDPE pipe shall conform to ASTM F405 and ASTM F606 and only used a bury depths less than 10-feet.
4. PVC pipe shall conform to ASTM D-3034. Joints shall be in conformance with those for sanitary sewers.

#### F. Service Connections

1. Pipe and fittings shall be as specified for SANITARY SEWERS, paragraph II.C.1.a.& b.
2. Foundation drains and sump pump outlets for all structures shall discharge by gravity or mechanical means into an approved drainage system. An approved drainage system shall consist of an underground connection to a storm drain, roadside ditch or natural waterway that carries the discharge away from the structure.

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3. For new, remodeled, repaired or existing buildings that do not have access to an underground storm drain, the foundation drains and sump pump outlets shall be extended underground to a roadside ditch or natural waterway that carries the discharged water away from the structure.
  4. Under no conditions will foundation drains or sump pump outlets be allowed to discharge to the sanitary sewer system, directly onto the surface of a street or sidewalk or onto the ground surface at a point closer than 30 feet to any structure. Extension of the service line through the back of the curb will not be allowed.

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## **WATER SYSTEM**

### **I. Design Criteria**

- A. General Standards - All water main systems shall be in accordance with these standards, the Recommended Standards for Water Works by the Great Lakes Upper Mississippi River Board of State Provincial Public Health and Environmental Managers and the requirements of the Michigan Department of Environment, Great Lakes, and Energy.
- B. Size – All water mains shall be 8-inch diameter minimum.

Any main constructed shall be sized to serve the immediate development and any future development that would logically be served by the main or mains required for the proposed project.
- C. Velocity - Velocity of water within the water main shall be a maximum of 10 feet per second.
- D. Valves - Gate valves shall be installed in the system adequate to isolate sections of main not to exceed 500 feet in commercial and industrial development and 800 feet in other developments. Valves shall also be installed at points where water mains intersect.
- E. Main Layout - The system of water mains shall provide for proper placement of fire hydrants and building services. In general, water mains shall abut at least one side of all buildings served by the system. Cross-connecting mains shall be provided at intervals not to exceed 800 feet.
- F. Pressure - All water mains, including those not designed to provide fire protection, shall be sized after a hydraulic analysis based on flow demands and pressure requirements. The system shall be designed to maintain a minimum pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. The normal working pressure in the distribution system should be approximately 60 psi and not less than 35 psi.
- G. Fire Hydrants - Placement shall be at all street intersections and at street intersection with major driveways to commercial, industrial and multiple housing developments. Spacing shall not exceed 500 feet in residential areas and 300 feet in commercial, industrial and multiple housing areas.

Placement shall also satisfy the requirements of the National Fire Code.
- H. Service Lines and Meters - Each building served by the system shall be individually metered and have a separate connection to a water main. Each meter

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and service line shall have a shut-off located outside of the building. Minimum service line size shall be one inch.

Duplex and triplex units shall have separate meters and services. Four or more units may have one meter and one service line or may be metered individually with a single service line if the meters are set in a manifold arrangement in an area accessible to City personnel.

All meters shall be set horizontally in a heated area that is accessible for periodic inspection by City personnel. The top of the meter shall not be visually obstructed. Remote reading units shall be located on the outside of the building.

Each resident or structure shall be provided with a separate service line for each potable meter to be installed. Service lines shall be able to access the water main without crossing other parcels or cross in the frontage of adjacent parcels. Services shall be marked with a 4-inch x 4-inch timber and/or a suitable material that extends from the pipe invert to a point of 18-inches above finish grade. GPS coordinates will also be required.

The required outside shut off shall be installed between the sidewalk and street curb or as directed by the City.

## **II. Material and Installation**

- A. Clearing and Grubbing - See STREET CONSTRUCTION, paragraph IIA.
- B. Excavation - All water mains and service lines shall be placed at least 5 feet below finished grade. All organic and other soils not capable of supporting the imposed loads developed by the pipe and structures, contents, trench backfill, surfacing and traffic loading shall be totally removed. Excavation below the pipe base elevation shall be backfilled with sand, stone or other granular material capable of supporting the imposed loads without excess settlement.
- C. Pipe Bedding - All water lines shall be placed on a 4-inch bed of Class II sand. Backfill material around the pipe and to point 12-inches above the top of the pipe shall be Class II sand.
- D. Pipe – Material for water main must be coordinated with the city.

Allowable pipe materials include:

Ductile iron pipe shall conform to class 52 push-on joint (compression type) with a single rubber gasket conforming to ANSI/AWWA C151/A21.51 and ANSI/AWWA C111/A21.11. Cement mortar lining conforming to ANSI/AWWA C104/A21.4. Pipe shall be coated inside and outside with a bituminous coating of either coal tar or asphalt base one mil thick. Each push-on

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joint shall receive a minimum of (2) two copper wedges.

PVC shall conform to AWWA C900 pressure pipe and fabricated fittings.

HDPE shall be Ductile Iron Pipe size and conform to AWWA C906. HDPE is to be manufactured from PE 4720.

Minimum water main size to be 8 inch.

- E. Fittings – Shall be manufactured in the United States of America, All fittings shall be mechanical joint ductile iron or cast grey iron, shall be short bodied and conform to ANSI/AWWA C110/A21.10 and AWWA C153/A21.53 Standards. Ductile Iron fittings shall be designed for a working pressure of 350 pounds per square inch (psi). Cast grey iron fittings shall be designed for a working pressure of 250 pounds per square inch (psi).

Fittings shall be bituminous coated inside and outside as specified for pipe.

All mechanical joints shall be restrained using MEGALUG type joint restraints and shall be manufactured in the United States of America including glands, rubber gaskets and bolts shall be furnished for each joint opening.

Tapping sleeves shall be from the same manufacturer as the valve. They shall be stainless steel and DI flange. The flange dimensions and drilling shall comply with ANSI B16.1 Class 125 with MSS SP-60. The mechanical joint shall comply with AWWA C111.

- F. Valves – Shall be manufactured in the United States of America, valves shall be Ductile Iron manufactured and tested to meet the requirements of ANSI / AWWA C515. Valves shall meet or exceed the requirements of Underwrites Laboratories Standard UL262.

Gate valves with “Alpha” style connections are acceptable.

The rated working pressure of all valves shall be 250 psi.

The body, bonnet, and seal plate shall be made of ductile iron in accordance with ASTM A536. The wedge shall be ductile iron in accordance with the ASTM A536 and shall be totally encapsulated in rubber. No paint shall be allowed in wedge. This rubber coating shall be permanently bonded to the ductile iron wedge casting and shall meet ASTM D429 tests for rubber to metal bonding.

The stem and stem nut shall be made of high strength stainless-steel. There shall be three stem seal o-rings; two in the seal plate which shall be replaceable with the valve in the full open position at rated working pressure, and one under the stem thrust collar. All gaskets shall be O-ring seals. O-rings set in a cartridge shall not be allowed all fasteners to be 304 grade of stainless steel.

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The body, bonnet and seal plate shall be epoxy coated in accordance with ANSI / AWWA C550. This coating shall be on the interior and the exterior of the valve. The manufacturers name, valve size, year of manufacture, pressure rating ("250W"), C515 and "DI" shall be cast on the valve.

Each valve shall be tested in accordance with ANSI / AWWA C515 and UL262. This shall include hydrostatic pressure testing 500 psi. A certification of manufacture and testing shall be provided at the purchaser's request.

Butterfly valves shall be installed in a manhole according to the City of St. Johns standard detail.

- G. Valve Boxes – Shall be manufactured in the United States of America, Valves 12-inch and smaller shall be fitted with a valve box. The valve boxes shall be cast iron, screw type, three piece, consisting of the base, the center section and top section. The length shall be adjusted by means of threads cast into the top and center section. The center section shall lock into the base. A cover shall be furnished marked "Water".

The base shall be No. 6 Round and the shaft shall be 5-1/4 inch. The size shall provide for a range of extension adequate to provide for the installed depth of the pipe plus 8-inches of future extension.

- H. Fire hydrants - Fire hydrants shall conform to AWWA specification C-502, latest revision. The hydrant type shall be Waterous Pacer by AMERICAN unless otherwise approved by City Staff prior to installation.

Valve openings shall not be less than 5 1/4" and be designed so that removal of all working parts can be accomplished without excavating.

Each hydrant shall have two 2 1/2" hose connections, one 4 1/2" Pumper connection all with National Fire Standard Threads. The hydrants shall have a 1 1/8" pentagon operating nut and shall open left. Every hydrant shall be equipped with a drain system constructed of bronze threaded into mating threads of bronze. The drain system shall be bronze and positively activated by the main operating rod. Hydrant to be furnished with a sliding bronze, or polymer drain plugger.

Hydrants shall be uniformly painted, delivered and installed Safety Red. Hydrants caps shall be color coordinated, painted by City staff. Color shall be based on the size of main line that the hydrant is connected to as follows:

4-inch or less	-	Safety Red,	Paint #43827
6- and 8-inch	-	Safety Blue,	Paint #43830
10-inch or larger	-	Safety Yellow,	Paint #43828

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Paint shall be Rust –Oleum fire hydrant enamel high performance acrylic or as approved by City Staff prior to application. Hydrants must conform to the paint codes above unless otherwise directed by City Staff.

I. Water Services

A. Materials

1. Service Pipe

1. Allowable sizes are 1-inch, 1-1/2-inch, 2-inch, 3-inch, 4-inch, or as specified for mains.
2. Material for 3-inch and 4-inch shall be ductile iron or PVC as specified for mains. Material for 1-inch, 1-1/2-inch, and 2-inch shall be ASTM B-88 Type K copper or SDR9 Blue CTS (must use insert stiffener with plastic pipe).

2. Service Fittings

- a. Corporation stops, curb stops and unions shall be Mueller or AY McDonald Compression and shall be approved by the City.
- b. Curb boxes shall be Minneapolis Pattern, 6-1/2-foot depth, cast iron.
- c. Double strap service clamps shall be used with 1-1/2-inch and 2-inch corporation stops.
- d. Shut-off valves for 3-inch and larger services shall be gate valves and boxes as specified for mains.

B. Construction

1. Placement

- a. All service pipe shall be buried a minimum of 5 feet below finished grade. **Locations under driveways and sidewalks shall be avoided. Curb stops shall not be installed under driveways or sidewalks.**
- b. Joints for 1-inch, 1-1/2-inch and 2-inch services shall be made using straight compression couplings as described above. Solder and band-type couplings will not be allowed.
- c. Water and sewer service lines may be installed in a common trench if a minimum horizontal separation of 3.0 feet is maintained.

2. Inspection

- a. All service lines shall be inspected by City personnel prior to being backfilled.
- b. A minimum of 24 hours' notice shall be given for inspections.

3. Guarantee

- a. All contractor's materials and services shall be guaranteed for a period of one year from the date of acceptance by the City.



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### C. Meters

1. Meters shall be purchased from the City and installed by City personnel.
  2. Meters shall be installed in a heated space that is accessible to City personnel for inspection and maintenance.
  3. Remote reading units shall be installed by City personnel after meter is in place.
  4. A shut-off valve will be installed on the service line within 6-inches of entering the building. A second shut-off will be installed within 12-inches of the meter outlet. The water meter must be installed in a level, horizontal position.
  5. The top of the meter shall not be visually obstructed.
- J. Thrust Blocks - All bends, stub ends, plugs and any other portion of the system which may be subject to separation of joints because of water pressure shall be securely thrust blocked. Blocking shall be concrete placed blocks and shall be so placed as to prevent any movement of pipe or fitting points due to water pressure. Size and shape of blocks shall be in accordance with the City of St. Johns standard detail.

### III. Testing

- A. Field Testing - The Contractor shall furnish all equipment for testing, and the testing shall be in accordance with AWWA standard C600 run by him and witnessed by the City's representative. The testing shall be made at 150 psi hydrostatic pressure and shall be maintained for at least two (2) hours and the leakage shall not exceed 11.65 gallons per day, per mile, per inch of nominal diameter. The Contractor shall furnish all labor and equipment to complete the testing. In the event the testing does not meet the above requirements, the Contractor shall do what is necessary to reduce the leakage to meet the requirements.

For informational purposes, the following formula is for calculating pressure loss in pipe.

$$(23.3) \left( \frac{2}{24} \right) \left[ \left( \frac{\text{Ft. of } 10''}{5280} \right) 10 + \left( \frac{\text{Ft. of } 8''}{5280} \right) 8 + \left( \frac{\text{Ft. of } 6''}{5280} \right) 6 \right]$$

- B. Flushing and Chlorination - Before the mains are chlorinated, they shall be thoroughly flushed. All mains shall be chlorinated for a period of twenty-four (24) hours. The Contractor shall furnish all necessary equipment and materials and the work shall be done under the direction of City Staff. Chlorine shall be added in sufficient quantity to give a 50 ppm residual of free chlorine after a twenty-four (24) hour period.

After completion of the chlorination procedure, the main shall be flushed and samples of water shall be taken from the main by the City for bacteriological tests. Two such samples shall be taken at 24-hour intervals. If the results of these tests indicate safe water, the main may be placed in service. If either test should

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result in unsafe conditions, the chlorination and sampling shall be repeated until two consecutive samples reflect safe water.

- C. All compaction tests required shall yield a minimum of 95 percent of the maximum unit weight of the material being tested.

Compaction Tests shall include one material sieve analysis for every 3,000 cubic yards of a specific material used. The minimum number of Density Tests which shall be taken is as follows:

Trenches and Excavated Subgrade	One every 300 feet or part thereof horizontally and one every 3 feet vertically
Subgrade	Visual inspection will be performed by the City's representative. Any Unstable soils will be replaced and tested the same as trenches.
Subbase	One every 300 feet or part thereof horizontally unless such testing reveals lack of density.
Granular Base	One every 300 feet or part thereof horizontally unless such testing reveals lack of density.

Lack of density will require correction and re-testing. In addition, more frequent testing may be required.

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CITY OF ST. JOHNS

SIDEWALK AND DRIVEWAY APPROACH REPLACEMENT PROGRAM

**I. Purpose of Program**

To encourage and assist property owners to repair, replace and install sidewalks and driveway approaches those are located within public right-of-ways abutting the owner's property.

**II. Qualifications and Application Procedure**

- A. Property owner must make application for reimbursement prior to any work being done.
- B. City personnel will inspect the property and/or sidewalk and driveway approach for qualifying under this program.
  - 1. If there is an existing sidewalk it must be in such a deteriorated condition that total replacement is the only viable option. Minor repairs do not qualify.
  - 2. Each application will be individually reviewed. The City Manager will make the final decision as to qualification for the program.
- C. A Right-of-Way Use Permit will be issued to those property owners desiring to proceed with construction
- D. Property owners are notified that this is a reimbursement program. The City will make payment to the property owner, not the contractor, within 30 days of being notified that the work has been properly completed.

Proper completion requires certification by City personnel that all construction requirements have been met.

Property owner must submit an invoice (or copy) to the City, from the contractor completing the work.

- E. Reimbursement for sidewalks will be on a square foot basis, and on a lump sum basis for driveway approaches. The City Commission will determine amounts annually.

The City will reimburse 100% of the cost of barrier-free MDOT ADA version sidewalk ramp replacement or installation at street crossings.

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### **III. Construction and Inspection**

- A. Property owners applying for reimbursement agree to require their contractors to follow the City's construction and inspection requirements. Copies of the construction specifications for concrete sidewalk and driveway approaches are available upon request.
- B. City personnel must inspect the site before the concrete is placed, but after the forms are set. Under no circumstances will concrete be placed without the approval of the City.
- C. A minimum of 24 hours' notice must be given prior to the inspection.

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CITY OF ST. JOHNS

CONSTRUCTION SPECIFICATIONS FOR CONCRETE SIDEWALKS, DRIVEWAY  
APPROACHES AND CURB AND GUTTER

**I. Materials**

- A. The use of transit-mixed concrete shall be required.
- B. All concrete materials, mixing, batching, equipment, testing, operations and construction methods shall conform to the applicable sections of the current Michigan Department of Transportation (MDOT) Standard Specifications for Construction:
  - 1. Curb & Gutter
    - a. Grade P1
    - b. Reference Section: 601
  - 2. Sidewalk & Drive Approaches
    - a. Grade S2
    - b. Reference Section: 701
  - 3. Sacks per cubic yard: 6.0
  - 4. Maximum slump: 3 inches
  - 5. 28-day compression: 3,500 psi
  - 6. Joint Fillers
    - a. Reference Section: 914
  - 7. Curing Materials
    - a. Reference Section: 903
  - 8. Sand/Aggregates
    - a. Reference Section: 902
  - 9. Steel Reinforcement
    - a. Epoxy Coated
    - b. Reference Section: 905
- C. Batching and mixing operations shall conform to MDOT Standards. Water shall not be added to the mix at the construction site unless the actual slump is less than 3 inches. Approval of the City's representative is necessary prior to adding any water.
- D. All concrete shall be air-entrained and shall contain 5.0 to 8.0 percent entrained air.

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## II. Construction

### A. Earthwork

1. All topsoil and plant material shall be removed from the subgrade.
2. A minimum thickness of 4-inches of MDOT Class II aggregate material shall be placed and compacted under all proposed concrete work.

All soft and yielding material shall be removed and replaced with MDOT Class II material.

3. In cut or fill area, grading shall be done in accordance with MDOT Standard Specification 205.
4. Subgrade shall be excavated, smoothed, trimmed and compacted prior to placement of forms.
5. A template extending the full depth of the required thickness shall be dragged along the forms to ensure that the full required thickness of concrete is achieved.

Care shall be taken to retain 12 inches of reinforcing steel at each end of the curb cut. New steel shall be tied to existing steel.

Gutter sections shall be as shown on MDOT Standard Plan II-29E, detail L and Section A-A of detail M.

### B. Concrete

1. Sidewalks and driveways approaches shall be constructed per MDOT Standard Specification 801, 802 and 803 except that grade P1 or S2 concrete shall be used.
2. Contraction joints shall be sawed 1/8-inch wide and 1-inch deep or shall be formed with a grooving tool having a minimum width of 6-inches and a radius of curvature at the joint of approximately 1/8-inch.

Sidewalk joints shall be spaced at 6-feet and placed as shown on MDOT Standard Plan II-29E (modified).

Driveway approach joints shall be spaced at a maximum of 10-feet and shall be placed as shown on MDOT Standard Plan II-29E (modified).

3. Expansion joints shall be installed as shown on MDOT Standard Plan II-29E (modified).
4. The sidewalk surface shall not be more than 1/2-inch above the adjacent ground and shall be free draining.

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5. A 10-foot straight edge will be used to measure surface tolerances. The variation of the concrete surface from the testing edge of the straight edge between any two contacts with the surface shall at no point exceed 1/4 inch.
  6. When curb cuts are required, the existing curb shall be removed by using a concrete saw and curb cuts shall be formed and poured.

All cuts will be made to the full depth and thickness of the existing concrete. If the existing curb and gutter section is broken, cracked, settled or otherwise determined, the entire section will be removed and reconstructed.

No saw-cutting will be allowed on any sidewalk ramp installation.

7. MDOT Standard Plan II-29E (2 sheets), as modified by the City, is attached and hereby made a party of these specifications.

### **III. Inspection**

- A. City personnel shall inspect the subgrade and forms prior to the placing of any concrete and shall be notified in advance of all concrete pouring operations.
- B. A minimum of 24 hours' notice shall be given for all inspections.
- C. All compaction tests required shall yield a minimum of 95 percent of the maximum unit weight of the material being tested.

Compaction Tests shall include one material sieve analysis for every 3,000 cubic yards of a specific material used. The minimum number of Density Tests which shall be taken is as follows:

Trenches and Excavated Subgrade	One every 300 feet or part thereof horizontally and one every 3 feet vertically
Subgrade	Visual inspection will be performed by the City's representative. Any Unstable soils will be replaced and tested the same as trenches.
Subbase	One every 300 feet or part thereof horizontally unless such testing reveals lack of density.
Granular Base	One every 300 feet or part thereof horizontally unless such testing reveals lack of density.

Lack of density will require correction and re-testing. In addition, more frequent testing may be required.

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**March 24, 2025 Commission Meeting**

<b>Department: Fire Department</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>St. Johns Fire Department joining Michigan Mutual Aid Box Alarm System</i></b>	[ X ] <i>MI MABAS Information handout</i> [ X ] <i>MI MABAS Agreement</i>	[ X ] [ X ]
<b>Prepared by: Kevin Douglas, Fire Chief</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The coverage area for the St. Johns Fire Department is a very large area that encompasses many different types of land use. We cover agricultural areas, residential areas, and industrial areas. In the event of a large emergency whether it be a large fire, natural disaster, or multi vehicle car accident, we currently do not have the equipment or manpower to cover that. With the St. Johns Fire Department joining Michigan Mutual Aid Box Alarm System, we would be joining a statewide mutual aid network that would allow us to very quickly and easily access different resources from throughout the State of Michigan.

**BACKGROUND/DISCUSSION:** Currently, the Fire Department only has an Automatic Aid Agreement with Maple Rapids Fire Department and Dewitt Area Emergency Services Authority for ice rescue response. Joining Michigan Mutual Aid Box Alarm System (MI-MABAS) we will have automatic aid agreements set up with our neighboring departments for structures fires. Joining MI-MABAS is giving the members of our department another resource to use in the event of a response where we need additional help.

Creating automatic aid with our neighboring departments would mean that the St. Johns Fire Department and neighboring agencies would all be dispatched at the same time to structure fires in our coverage area, as well as in the neighboring departments areas as well. This is very beneficial at a time when our response numbers may be lower during the day or at other times. This is a resource to ensure that we have an adequate number of firefighters on scene of a fire.

**STRATEGIC PLAN OBJECTIVE:** With the Fire Department joining MI-MABAS, we would be following Public Facilities Goal #1 “Continue to offer high quality services and facilities for residents.” The other resources throughout the State of Michigan are available to our department by joining MI-MABAS are second to none. We would have access to hazardous materials response teams to help mitigate hazardous materials incidents as well as technical rescue teams in the event that we have a technical rescue.

**FISCAL IMPACT:** There is no cost for the St. Johns Fire Department to join MI-MABAS. The use of our neighboring fire departments for a structure fire with automatic aid would not cost the department anything. Requests for a response from any MI-MABAS Special Operations Team for more than 8 hours would require the sharing of any funds collected for firefighting equitably to



the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident.

**RECOMMENDATION:** Staff recommends the City Commission to authorize the Mayor to sign the Amended Michigan Mutual Aid Box Alarm Association Agreement Effective 03/25/2025 on behalf of the St. Johns Fire Department.

## Michigan Taskforce 1

MI-MABAS functions as the sponsoring agency for MI-TF1 to provide the FEMA USAR Type III Task Force capability statewide. As the sponsoring agency, MI-MABAS provides administrative and financial oversight of the MI-TF1.

Michigan Urban Search and Rescue Task Force (MI-TF1) response is comprised of specially trained individuals that are equipped for large or complex Urban Search and Rescue operations. The multi-disciplinary organization provides five functional elements that include Supervision, Search, Rescue, Medical, and Logistics.



## Join Us

**Joining MABAS is easy.  
There is no cost to join and  
no membership fee's.**

**Step 1—Schedule a MABAS  
Orientation**

**Step 2—Sign the MABAS  
Agreement**

**Step 3—Get support letter  
from dispatch center**

**Step 4—Schedule Dispatch  
Training and MABAS Activa-  
tion Training**

- STANDARDIZATION • INTEROPERABILITY • BOX CARDS • TIERED RESOURCE SYSTEM •
- STATEWIDE RESPONSE PLAN • DIVISIONS •
- MUTUAL AID • MITF1 • FIRE • EMS • RESCUE •
- STRIKE TEAMS • TANKER TASK FORCE •
- COORDINATED • INTERDIVISIONAL • INTERSTATE

**For more information contact us at  
[Info@michiganmabas.us](mailto:Info@michiganmabas.us)**

## Michigan Mutual Aid Box Alarm System



**[www.MABASMI.org](http://www.MABASMI.org)**



## Mutual Aid Box Alarm System (MABAS)

The Mutual Aid Box Alarm System (MABAS) is a statewide mutual aid agreement that covers liability and authority to receive and provide mutual aid to other Fire Departments that have signed the MABAS Agreement. These department resources that come from across the state or in the neighboring community.

Through mutual aid, MI-MABAS has the capability to provide emergency response locally or statewide when lives, property or the environment is threatened by man-made, technological or natural disasters or emergencies by deploying fire resources, emergency medical services, technical rescue teams, hazardous materials teams and other special rescue operations needed and requested by the host/stricken community.

**The Box Card** system is based on the closest, most appropriate resource and a numbering system for each "Box," in a geographic area. The basic box card lists the fire department's primary responding units or still alarm and any auto-aid prior to the box alarm level.

Then the Box Card allows the Chief to plan for different levels of response starting with the first box alarm, then second alarm, third alarms, etc. Box cards list the equip-

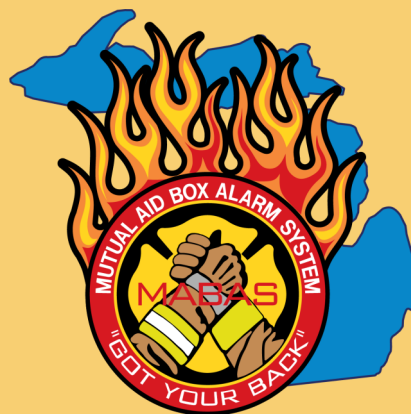


ment and personnel needed from other nearby departments for each level of alarm.

For example, the box card may name one department to provide an engine, another to send a truck, another to send a squad, another to send an ambulance, and so on.

**The 80 /20 Rule** – The MI - MABAS policy is that no department will provide more than 20 percent of its resources. MI-MABAS is not intended to relieve a community of its responsibility to provide an adequate first line of defense for all local emergencies.

**Interdivisional Requests** – MI-MABAS also includes an "Interdivisional Request" Box Card, which activates during a large-scale incident when all companies



*"Michigan MABAS is a user driven system designed to streamline the requesting and providing of emergency and fire service resources across Michigan for day to day for mutual aid and for large scale events."* **Fire Chief Bill Nelson, Troy Fire (Retired)**



**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION  
AGREEMENT****Effective Date:** \_\_\_\_\_**BETWEEN****PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES  
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

**WHEREAS**, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

**WHEREAS**, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

**WHEREAS**, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

**WHEREAS**, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

**WHEREAS**, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

## SECTION TWO

### Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;
- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or

human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;

- H. “Serious Threats to Public Health and Safety” means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;
- I. “Division” means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. “Executive Board” means the governing body of MI-MABAS composed of Division representatives.
- L. “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

### **SECTION THREE**

#### **Establishment of the Association, the Divisions and Executive Board of MI-MABAS**

##### **A. Establishment of the Association**

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is “Michigan Mutual Aid Box Alarm System Association”.
3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association (“Principal Office”) shall be at such locations determined by the MI-MABAS Executive Board.



**B. Establishment of the Executive Board.**

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

**SECTION FOUR****Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

**SECTION FIVE****Rules and Procedures**

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the

purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

## **SECTION SIX**

### **Authority and Action to Effect Mutual Aid**

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.
- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

## **SECTION SEVEN**

### **Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

## **SECTION EIGHT**

### **Compensation for Aid**

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The

Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

## **SECTION NINE**

### **Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

## **SECTION TEN**

### **Liability**

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to

Any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

## **SECTION ELEVEN**

### **No Waiver of Governmental Immunity**

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

## **SECTION TWELVE**

### **Term**

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two

- (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.
- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
  - (ii) A unanimous vote of termination by the total membership of the Executive Board.

## SECTION THIRTEEN

### Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.

- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.
- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

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Political Entity

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Chief Executive Official

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Date



**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**March 24, 2025**

<b>Department: Administration</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: Audit Quotes</b>	[ X ] Maner Costerisan Quote [ X ] Rehmann Quote [ X ] Yeo & Yeo Quote	[ X ] [ N/A ] [ N/A ]
<b>Prepared by: Kristina Kinde Treasurer Deputy City Manager</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The City’s three-year audit contract with Maner Costerisan ended in the 2023/2024 fiscal year. City Staff requested audit pricing for the next three fiscal years from the three audit firms who gave the lowest quotes the last time we had a formal bid process. These quotes came from Maner Costerisan, Rehmann, and Yeo & Yeo. The following quotes were received:

<b>Bidder/Audit Firm</b>	<b>FY 24/25</b>	<b>FY 25/26</b>	<b>FY 26/27</b>	<b>Total 3-year cost</b>
Maner Costerisan	\$25,500	\$26,750	\$28,000	\$80,250
Rehmann Robson	\$27,000	\$28,100	\$29,300	\$84,400
Yeo & Yeo	\$35,500	\$37,500	\$39,500	\$112,500

Also, Maner Costerisan and Yeo & Yeo both quoted a price of \$5,000 if a single audit is needed and Rehmann Robson was a price of \$6,500 for a single audit.

Maner Costerisan also quoted an additional 3 years following FY 26/27 if we so choose to continue with their services. Seeing that they have been the lowest bids the last two times we have received quotes it may be beneficial to lock in the next three year audits at a price of \$29,250, \$30,500 and \$32,000 respectively.

**BACKGROUND/DISCUSSION:** The City audit contract was with Maner Costerisan for the last three years. Our audit cost for the Fiscal years ending June 30, 2022, 2023, & 2024 were \$23,000, \$23,750, and \$24,500 respectively.

**STRATEGIC PLAN OBJECTIVE:** N/A

**FISCAL IMPACT:** The City audit costs will be budgeted in the appropriate fiscal year.

**RECOMMENDATION:** *Staff recommends the City Commission approve the engagement letter with Maner Costerisan for the next three years audits with an option to extend the audit for three additional years following the three-year contract without re-bidding and authorize the mayor to sign the engagement letter.*



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Suite 1, Lansing, MI 48912

☎ 517.323.7500

🖨 517.323.6346

March 7, 2025

City of St. Johns  
100 E State St Ste 1100  
St. Johns, MI 48879

We are pleased to confirm our understanding of the services we are to provide City of St. Johns for the years ending June 30, 2025, 2026, and 2027.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of St. Johns as of and for the years ending June 30, 2025, 2026, and 2027. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of St. Johns' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of St. Johns' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Required supplementary pension schedules

We have also been engaged to report on supplementary information other than RSI that accompanies City of St. Johns' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Combining statements

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory section of the Annual Comprehensive Financial Report
2. Statistical section of the Annual Comprehensive Financial Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of City of St. Johns and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

### **Audit Procedures - Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of City of St. Johns' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Other Services**

We will also assist in preparing the financial statements and related notes of City of St. Johns in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Maner Costerisan and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maner Costerisan personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jordan E. Smith, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The fees for audit services, including the Annual Comprehensive Financial Report (ACFR), will be as follows:

Year Ended <u>June 30,</u>	ACFR and Financial <u>Audit</u>
2025	\$ 25,500
2026	26,750
2027	28,000

If the City wishes to continue our services for additional years, the estimated fees should approximate the following:

Year Ended <u>June 30,</u>	ACFR and Financial <u>Report</u>
2028	\$ 29,250
2029	30,500
2030	32,000

These estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We understand we will be provided balanced records for each fund and that all accounts will be reconciled. If significant additional time is necessary, we will discuss it with you. Third-party confirmation providers for certain financial institutions may invoice us for responding to confirmation requests and we will pass those costs through to you.

The cost schedule detailed above assumes that a Single Audit will not be required. Should a Single Audit be required, a revised engagement letter will be necessary to accurately describe the standards under which the audit will be performed. Major programs with additional eligible use categories are required to be audited under the Single Audit Act. For purposes of pricing the Single Audit, we would propose an additional fee of \$5,000 per additional eligible use category that incurred expenditures. This additional fee assumes that there will be only one major federal program included within the particular year's audit. If additional major federal programs are required to be audited under the Single Audit Act, there will be an additional charge of \$5,000 per additional eligible use categories per additional major federal program.

The cost schedule detailed above assumes that an Annual Comprehensive Financial Report will be necessary. Should an Annual Comprehensive Financial Report not be necessary, we would propose a reduction to the fee of \$2,500 for each year an Annual Comprehensive Financial Report is not completed.

If additional procedures are necessary to assist with implementation or continuation of accounting standards (such as GASB Statement Nos. 87, 96, 101 or any other accounting standard impacting the financial statements of the City), such assistance is considered outside the scope of the audit and our fees will be based on the services rendered at our standard hourly rates. Creation of required schedules will be the responsibility of the City but if the City needs assistance to prepare any of the necessary supporting schedules, we will assist in this and we will perform these services at the above stated rates.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement letter. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We will provide copies of our reports to City of St. Johns, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance in performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The fees quoted above are based on City of St. Johns' current levels of client assistance and expertise. Should any of these levels of assistance or expertise change during the period of our engagement, we may need to arrive at a new fee arrangement for the remainder of the agreement.

In any year that City of St. Johns would like us to prepare the State of Michigan, Department of Treasury F-65 Form, Form Act 51, or other state or federal required form, our fees will be based on the services rendered at our standard hourly rates.

## **Reporting**

We will issue a written report upon completion of our audit of City of St. Johns' financial statements. Our report will be addressed to management and those charged with governance of City of St. Johns. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of St. Johns is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.



We appreciate the opportunity to be of service to City of St. Johns and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Maner Costerisan PC*

RESPONSE:

This letter correctly sets forth the understanding of City of St. Johns.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

To: Maner Costerisan

After considering the qualifications of the accounting personnel of City of St. Johns we believe they have the qualifications and abilities to generate financial statements, including the required footnotes, in accordance with U.S. generally accepted accounting principles. However, for convenience and other issues, we may contract with you to prepare our financial statements.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM A: MANER COSTERISAN PC'S TERMS AND CONDITIONS**

### ***Overview***

This addendum to the engagement letter describes our standard terms and conditions (“Terms and Conditions”) related to our provision of services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us (“Agreement”). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to “firm,” “we,” “us,” or “our” is a reference to Maner Costerisan, and any reference to “you,” or “your” is a reference to the party or parties that have engaged us to provide services.

### ***Billing and Payment Terms***

We will bill you for our professional fees as noted above. Payment is due within 30 days of the date on the billing statement. If payment is not received by the due date, you will be assessed interest charges of 1.5% per month on the unpaid balance. You have 30 days from the invoice date to review the invoice and to communicate to us, in writing, any disagreement with the charges, after which you waive the right to contest the invoice.

We reserve the right to suspend or terminate our work for non-payment of fees. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, we shall not be liable for any damages you may incur as a result of the work stoppage.

### ***Termination and Withdrawal***

Either party may terminate this Agreement at any time, and we reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, if there is disagreement with our recommendations, or disclosures to be made. In addition, we reserve the right to terminate the relationship if applicable professional standards require our withdrawal for any other reason. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

### ***Proprietary Information***

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

### ***Conflicts of Interest***

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

## ***Client Portals***

We will utilize Suralink, a collaborative, virtual workspace in a protected, online environment. Suralink permits real-time collaboration across geographic boundaries and time zones and allows Maner Costerisan and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use Suralink, you may be required by the provider of Suralink to execute a client portal agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of Suralink and agree to indemnify and hold us harmless with respect to any and all claims arising from your misuse of Suralink.

Maner Costerisan is not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by Maner Costerisan.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

## ***Third-Party Service Providers or Subcontractors***

We may use a third-party service provider to assist us where necessary to help provide professional services to you or support the needs of our firm. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures.

By accepting the terms and conditions of our engagement, you consent to the disclosure of your confidential information to third-party service providers, if such disclosure is necessary to deliver professional services to you or provide support services to our firm. In certain circumstances, we may require a separate written consent from you before your information is transmitted to a third party.

## ***Records Management***

### **Record Retention and Ownership**

We do not accept original records and documents. Electronic versions of original records and documents should be provided to us through the secure portal noted above. These copies of your records and documents are solely for our documentation purposes and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days (unless otherwise stated). Professional standards preclude us from being the sole repository of your original data, records, or information.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. A copy of our record retention policy is available upon request.

Our firm destroys workpaper files after a period of 8 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

#### Working Paper Access Requests by Regulators and Others

State, federal, and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

#### ***Summons or Subpoenas***

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

#### ***Confidentiality***

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e., information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We treat all client information, including PII, as confidential and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You agree to only provide us with information, including PII, that is necessary for us to provide services to you in accordance with the Agreement.

## ***Referrals***

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. We may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or the suitability of any product we refer to you or that you separately retain. Further, we are not responsible for any services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.

## ***Limitations on Oral and Email Communications***

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

## ***Disclaimer of Legal and Investment Advice***

Our services under this Agreement do not constitute investment advice. Our services under this Agreement do not constitute legal advice.

## ***Electronic Data Communication and Storage***

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

## ***Marketing and Educational Communications***

Newsletters, updates, explanations of technical developments or similar communications to you we may periodically send to you are strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

### ***Mediation***

This agreement shall be governed by the laws of the State of Michigan. If a dispute arises out of the engagement described herein and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If mediation is unsuccessful and either party resorts to litigation, the claims must be asserted in court within one year of the date of the service at issue and be brought in the Ingham County Court which will have exclusive jurisdiction over the dispute.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute related to our billing and/or invoices.

### ***Limitation of Liability***

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

### ***Limitation of Damages***

Notwithstanding anything to the contrary in this agreement, Maner Costerisan shall not be liable for any lost profits, indirect, special, incidental, punitive, consequential, or similar damages, to the extent such damages may be lawfully limited or excluded, of any nature even if we have been advised by you of the possibility of such damages.

### ***Indemnification of Maner Costerisan PC***

Unless otherwise stated in the Agreement, you agree to indemnify, defend, and hold harmless Maner Costerisan and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of Maner Costerisan.

### ***Designation of Venue and Jurisdiction***

In the event of a dispute, the courts of the state of Michigan shall have jurisdiction, and all disputes will be submitted to the state of Michigan, which is the proper and most convenient venue for resolution. We also agree that the law of the state of Michigan shall govern all such disputes.

### ***Timing for Disputes***

You agree that any claim arising out of this Agreement shall be commenced within 12 months after performance of our service, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Maner Costerisan.

### ***Insurance***

Maner Costerisan shall, during the term of the engagement and for 3 years after termination of same by either you or us, maintain in full force and effect, accountants professional liability and cyber liability insurance coverage from an insurer or insurers licensed to conduct business in the state of Michigan. Premiums for said insurance policy shall be paid by Maner Costerisan.

Upon your written request, Maner Costerisan shall furnish certificates of insurance for the required insurance coverage. Such certificate of insurance shall indicate the minimum limits of liability per claim and in the aggregate, as required by you.

### ***Independent Contractor***

When providing services to your company, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Maner Costerisan, and no partner, principal, employee, or agent of Maner Costerisan shall be subjected to any personal liability whatsoever to you or any person or entity.

### ***Severability***

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

### ***Survivability***

The following sections of this Terms and Conditions Addendum shall survive termination of the Agreement: Limitation of Liability, Limitation of Damages, Indemnification, and Statute of Limitations.

### ***Assignment***

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

### ***Force Majeure***

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

### ***Electronic Signatures and Counterparts***

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

## ***Other***

During the term of this engagement and for a period of one year thereafter, neither party shall directly or indirectly, solicit for employment or for engagement as an independent contractor, or encourage leaving their employment or engagement, any employee or independent contractor of the other party. For the avoidance of doubt, general advertisements for employment and responses thereto, shall not be deemed a violation of the paragraph. The parties agree that any breach of this paragraph would damage the other party in an amount difficult to ascertain with certainty, and that in the event that either party breaches this provision resulting in the other party losing the services of an employee or independent contractor for any period of time, the breaching party shall pay to the other party an amount equal to the annual rate of compensation (paid by the non-breaching party for the immediate prior calendar year) of the applicable employee or independent contractor.

Our most recent external peer review report, dated July 2023, accompanies this letter.

If reproduction or publication of financial statements audited by us, or any portion thereof, is intended, it is our policy that any master of printer's proofs be submitted to us for review prior to publication.

We will continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary. However, the performance of each audit is a separate and severable engagement. Each separate engagement shall be deemed complete and Maner Costerisan will not have a continuing responsibility to perform additional services with respect to that completed engagement when we present to you the final audit report that relates to any given year.

Our audit report on the financial statements to be issued pursuant to this engagement is for your use. If it is your primary intent that our report will benefit or influence a third-party user, we must be informed prior to the beginning of the annual audit engagement.

## ***Entire Agreement***

This Agreement, including this *Terms and Conditions Addendum* and any other attachments, encompass the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties. This Agreement has been entered into solely between you and Maner Costerisan, and no third-party beneficiaries are created hereby.



## **ADDENDUM B: NON-ATTEST SERVICES**

As part of the audit engagement, you have requested our assistance with the following services. *Government Auditing Standards* considers these services as “non-attest” or “non-audit” services. Management is required to review, approve, and accept responsibility for any non-audit services we may perform.

- Preparation of the financial statements, including the related notes, required and additional supplementary information.
- Calculation of the provision for depreciation.
- Assistance with the preparation and submission of audit financial information required by law or regulations.
- Assistance with, or the preparation of, year-end adjusting journal entries and workpapers.
- Access to a secure website to exchange information electronically.



## Report on the Firm's System of Quality Control

July 31, 2023

To the Principals of Maner Costerisan PC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Maner Costerisan PC (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maner Costerisan PC in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Maner Costerisan PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads 'Reilly, Penner &amp; Benton LLP'.

Reilly, Penner & Benton LLP

Reilly, Penner & Benton LLP

1233 N. Mayfair Road Suite #302 • Milwaukee, WI 53226-3255 • 414-271-7800

[www.rpb.biz](http://www.rpb.biz)

**From:** [Doug Deeter](#)  
**To:** [Kristina Kinde](#)  
**Subject:** RE: Three Year Audit Quote  
**Date:** Monday, February 10, 2025 9:35:59 AM

---

Hello Kristina,

Thank you for the opportunity to submit our proposal to audit the financial statements of the City of St. Johns (the "City") for the years ending June 30, 2025-2027. The estimated fee for the audit of the financial statements will be charged at rates commensurate with the value of our professional services rendered and are not expected to exceed the costs noted below.

Service	2025	2026	2027
Financial audit	\$ 27,000	\$ 28,100	\$ 29,300

This proposal is based on professional standards in effect as of the date of our proposal. Our fees are based on the assumption that the City will provide a reasonably adjusted trial balance at the beginning of our audit and that current standards remain applicable. Should the City require assistance in obtaining a reasonably adjusted trial balance or professional standards significantly change making our estimate unreasonable, we will work with the City in arriving at a new fee that is commensurate with the additional work and hours required prior to performing such services.

During the 2025 fiscal year, the City will be required to implement Governmental Accounting Standards Board Statement #101 (GASB 101), *Compensated Absences*. Any additional assistance the City requires from Rehmann related to the implementation of this new standard will be considered an additional service outside the scope of the audit and will result in an additional fee.

If the City requires a single audit in any of the above years, there would be an additional fee of \$6,500. This fee would cover up to one major program.

Please let me know if you have any questions.

Doug

---

**From:** Kristina Kinde <kkinde@stjohnsmi.gov>  
**Sent:** Tuesday, February 4, 2025 12:21 PM  
**To:** Doug Deeter <Doug.Deeter@rehmann.com>  
**Subject:** Three Year Audit Quote

February 20, 2025

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

Dear Kristina:

Thank you for considering Yeo & Yeo for your auditing needs. We are pleased to provide this proposal for your audit work for the fiscal years ending June 30, 2025, through 2027.

Yeo & Yeo is a progressive and innovative firm that is among the leading certified public accounting and consulting firms in the country. The following key points highlight our qualifications:

- A strong reputation for providing quality, personalized service that is marked with integrity, timeliness, preciseness and thoroughness due to proper planning and supervision.
- A commitment to performing quality governmental audit, tax and consulting services. The firm currently provides services for more than 180 governmental entities and performs more than 100 single audits.
- With YeoLEAN | Audit, a Lean Six Sigma based concept we implement within our audit processes, clients recognize greater efficiency, timely turnaround and overall ease in the audit.
- A clear position of leadership among regional providers of auditing, accounting, business consulting, employee benefits, computer consulting and tax services.

Yeo & Yeo has the technical knowledge and experience required to furnish the auditing services that you are requesting. We adhere to the highest standards of quality and are committed to serving you in a timely and efficient manner.

June 30,	2025	2026	2027
Audit Fees	\$35,500	\$37,500	\$39,500
Single Audit (if required)*	\$5,000	\$5,000	\$5,000
Capital Asset Tracking**	Standard Rates	Standard Rates	Standard Rates

\*Includes one major program.

\*\*An initial setup fee of \$500 to \$1,000 will be charged based on the hours required to convert the records to our system.

We look forward to the opportunity to work with you. If you have any questions, you may direct them to me. I am authorized to make representations for the firm. Again, thank you for this opportunity and should you have any questions, feel free to contact me.

Sincerely,  
Yeo & Yeo CPAs & Advisors



Ali N. Barnes, CPA, CGFM  
Principal

Acceptance: \_\_\_\_\_

Signature & Title



# AGENDA

# SJPD POLICY AND PROCEDURES UPDATE (2024-2025)

*Lexipol Knowledge Management System*



# POLICY REVIEW

*Reviewing and updating policies and procedures is crucial to ensure they are effective, fair, and align with community needs and evolving legal standards*



# POLICY REVIEW OBJECTIVES

Assure Elements related to statutory compliance were in place

Updates on all policies align with best practices as identified by Michigan Law Enforcement Accreditation Committee (MLEAC)

Develop a means to issue and track the issuance of new and updated policies

Develop a means to train staff and track related training standards

Assure that once policy corrections and updates were completed, the Department would be able to sustain State and Federal statutory compliance while also being within best practices as identified by MLEAC





# POLICY EXAMPLE

Policy  
300

Use of Force

## 300.1.1 DEFINITIONS

Federal

MODIFIED

MLEAC-2019 v3.1 - 3.3.1 (c)

**MLEAC Best Practice Notice**

Definitions related to this policy include:

**Deadly force** - Force reasonably anticipated and intended to create a substantial likelihood of causing death or very serious injury.



# POLICY EXAMPLE

Federal Law Standard

1029 POLICY

Federal MODIFIED

Members of public entities occupy a trusted position in the community, and thus, their statements have the potential to conflict with the policies and performance of the St. Johns Police Department. Due to the nature of the work and influence associated with the law enforcement profession, it is necessary that members of this department be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the Department will carefully balance the individual member's rights against the needs and interests of the Department when exercising a reasonable degree of control over its members' speech and expression.



# POLICY UPDATE NOTIFICATIONS



There are 2 major policy updates available.



Apply Updates to Selected Unmodified Content

Updates can be automatically applied to policies that have not been modified by the agency. Select the policies above that have the checkbox enabled and then click on the "Apply Updates to Selected Unmodified Content" button.

All Unread

By Date ▾ ↑

Today

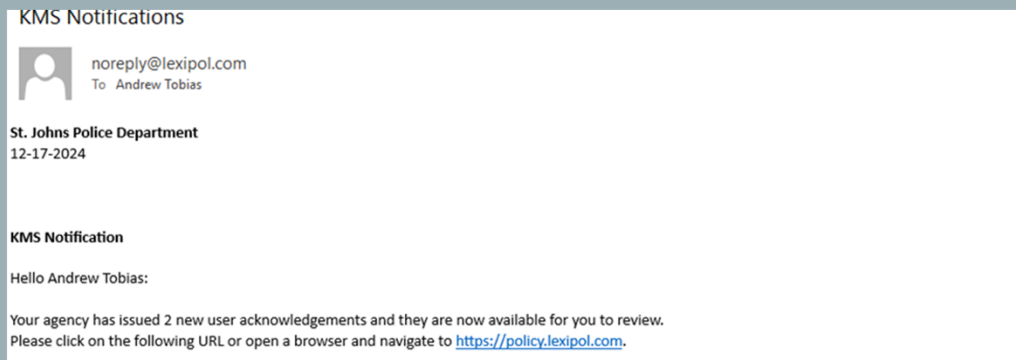
noreply@lexipol.com  
**KMS Notifications**  
St. Johns Police Department

1:38 PM



 **LEXIPOL**  
Knowledge Management System

# POLICY UPDATE NOTIFICATIONS



As legal standards change or best practices are adjusted, the Lexipol policy suite provides immediate notice with recommended amendments and suggestions.

Such notifications are provided through the online site as well as through e-mail notification



# POLICY DISTRIBUTION PROCESS

## KMS Notification

Hello Andrew Tobias:

Your agency has issued 7 new user acknowledgements and they are now available for you to review. Please click on the following URL or open a browser and navigate to <https://policy.lexipol.com>.

Thank you,  
Lexipol KMS

- When “NEW” policies are distributed, or specific policies are updated, an e-mail is sent to all agency members.



# POLICY DISTRIBUTION PROCESS

Policy	Acknowledged Date	Issued Date	Adoption Date	Version Label	Number	Title	Manual	Full Name
	2024-11-25	2024-11-19			300	Use of Force	St. Johns Police Department P...	Andrew Tobias
	2024-11-25	2024-11-19			305	Firearms	St. Johns Police Department P...	Andrew Tobias
	2024-11-05	2024-11-05			318	Standards of Conduct	St. Johns Police Department P...	Andrew Tobias
	2025-01-15	2024-12-17			400	Bias-Influenced Policing	St. Johns Police Department P...	Andrew Tobias
	2024-11-25	2024-11-19			1000	Recruitment and Selection	St. Johns Police Department P...	Andrew Tobias
	2025-01-15	2024-12-17			430	Body-Worn Cameras	St. Johns Police Department P...	Andrew Tobias

Agency Command Users can confirm BOTH the receipt and acknowledgment of each policy by a member (Department Personnel)



# DAILY TRAINING BULLETIN (DTB)

## Lexipol Policy Training

Daily Training Bulletins (DTB's) are designed to provide brief, scenario-based training sessions that keep personnel engaged and informed of policy, updates, and additions.

DTB's are rolled out monthly to personnel for review.



Manage DTB Packages	Manage All DTBs	Please review DTBs to ensure accuracy and relevancy to your organization before issuing them.									
		Product	Status		+ Add DTB Package						
DTB-MI-LE-2025-02	February 2025 LE Manual DTB Package			2025-01-14	Issued						
DTB-MI-LE-2025-01	January 2025 LE Manual DTB Package			2024-12-15	Issued						
DTB-MI-LE-2024-12	December 2024 LE Manual DTB Package			2024-11-16	Draft						
November 2024				2024-11-06	Draft						
DTB-MI-LE-2024-11	November 2024 LE Manual DTB Package			2024-10-24	Issued						



# EVERY DAY TRAINING WITH DTB'S

## WHY?

- Help law enforcement personnel learn policy content and how to apply it in practical situations
- Keep personnel engaged and informed
- Help personnel understand the underlying principles of policy
- Help personnel make well-reasoned decisions
- Help agencies defend against "failure to train" claims





# BENEFITS TO THE DEPARTMENT & CITY

- Fully Developed, State-Specific policies
  - Designed to protect BOTH agency members and community members equally
  - Vetted by Subject Matter Experts and Attorneys
- Reduce Risk through incorporation of:
  - State and Federal Standards and Best Practices
- Policies also provided operational and behavioral guidance
  - To preserve life, minimize harm, and reduce civil liability
- Cost Effective
  - Reduced staff hours typically needed to create, update, and maintain policies
  - Incorporated Knowledge Assessments and Distribution Validation



# ADDITIONAL TRAINING RESOURCES

**LEXIPOL**

**POLICEONE**  
ACADEMY


Home • Training • My Dashboard • Help


**ST. JOHNS  
POLICE**  
MINT CITY USA


Saint Johns Police Department - MI Bulletin:  
  
*Welcome to St. Johns Police Department Online Training*


Courses Assigned to Me

Sort by: Due date and Course name A-Z

**Anti-Bias Training For Law Enforcement (1 hour)**  
🕒 1 hour Full Length Course 📌 2014  
The face of America continues to evolve, and our nation is more diverse than ever before. People in cities, suburbs, and towns served by law ...  
deadline 02/29/2024

**Applications of the Fourth Amendment in Search and Seizure**  
🕒 2 hours Standard Course 📌 218  
We are called to protect and serve. This must be done with respect for the law and the rights of the citizens we swear to protect. In this course, ...  
deadline 12/10/2025

**Arrest, Search, & Seizure (Fourth Amendment)**  
🕒 2 hours Full Length Course 📌 2223  
Arrest, Search, and Seizure (Fourth Amendment) offers law enforcement officers an in-depth exploration of the legal frameworks that govern police ...  
deadline 09/30/2023

**Becoming a Leader in Law Enforcement**  
🕒 1 hour Standard Course 📌 117  
This course presents practical leadership concepts and strategies to officers and deputies. These topics are intended to enhance the quality of ...

*PoliceOne Online Training*

*\*\*\*Compliant with current CPE requirements\*\*\**



QUESTIONS?



**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**March 24, 2025**

<b>Department: Parks and Recreation</b>	<b>Attachments: Resolution Application</b>	<b>Submitted to CA for Review</b>
<b>Subject: Senior Citizen Park Renovation MDNR Passport Grant Application</b>	[ X ] Resolution [ X ] Application [ X ] Draft P & R Meeting Minutes [ X ] Senior Park Master Plan [ X ] Cost Estimate	[ X ] [ N/A ] [ N/A ] [ N/A ] [ N/A ]
<b>Prepared by: Bill Schafer, Parks and Recreation Director</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:**

The Parks and Recreation Department has prepared a grant application for the renovation of Senior Citizen Park that we hope to submit to the Michigan Department of Natural Resources (DNR) by April 1, 2025. The DNR application requires the City Commission to support the application by adopting the attached resolution.

**BACKGROUND/DISCUSSION:**

Senior Citizen Park is one of five neighborhood parks owned by the City. The park is located on a 2.58-acre parcel that currently features two non-functional tennis courts, a pavilion, glider swings, open space, and City water well #2. In 1978, the City received a \$25,500 Land and Water Conservation Fund grant for the installation of two tennis courts and a shuffleboard area. The courts were resurfaced in 2014. This work included the installation of pickleball lines as well as crack filling.

The Parks and Recreation Board has conducted a review of all City parks as part of the Parks and Recreation Five-Year Master Plan. This review highlighted parks and appurtenances that were in need of upgrading/expanding/re-envisioning. The proposed improvements are in keeping with the feedback and requests received for additional facilities appropriate for this park.

These proposed improvements will incorporate existing site features, such as the pavilion and existing trees, as well as additional improvements, including:

- A parking lot near the existing sport courts
- Redesign and striping of the tennis courts for conversion to pickleball/multi-use courts
- Replacement of existing swings
- Installation of a concrete sidewalk along N. Ottawa Street, connecting existing and proposed elements

We chose the Passport grant over the Trust Fund grant because the Passport Grant provides more scoring points if we are renovating an existing facility, and we have a better chance of getting funding with this grant. The maximum amount we can apply for with this grant is \$150,000. The higher the grant match, the more points we receive for the grant. With the total project cost for this project estimated to be \$390,000 and a hopeful grant award of \$150,000, this will leave the City's match requirement of \$240,000 or a 61.5% grant match.

The application was reviewed by the Parks and Recreation Board at a meeting on March 13, 2025. See draft minutes from the meeting.

# RESOLUTION 16-2025 CITY OF ST. JOHNS

## A RESOLUTION AUTHORIZING SUBMITTAL OF A MICHIGAN DEPARTMENT OF NATURAL RESOURCES PASSPORT GRANT APPLICATION TO FUND THE 2025 SENIOR CITIZEN PARK IMPROVEMENTS

At a regular meeting of the City Commission of the City of St. Johns, held on March 24, 2025 in the City of St. Johns. Clinton County, Michigan, commencing at 6:00pm.

Present:

Absent:

The following resolution was offered by Commissioner (Name) and supported by Commissioner (Name).

WHEREAS, the 2025 Senior Citizen Park improvements is a medium priority component of the Action Plan of the 2021-2025 City of St. Johns Parks and Recreation Master Plan as it increases recreation options by transforming the existing tennis courts into pickleball courts and adding pathways, parking, and new swings.

WHEREAS, the Commissioners of the City of St. Johns recognize the benefits the improvements to this facility will have for the St. Johns Community and;

WHEREAS, the City of St. Johns is expressly interested in providing connectivity and improvements to the many quality recreational facilities found in city parks:

NOW, THEREFORE, BE IT RESOLVED; that the Commissioners of the City of St. Johns authorize and support the submittal of a Michigan Department of Natural Resources Passport Grant Application for improvements to Senior Citizen Park to request grant funds of \$150,000;

BE IT FURTHER RESOLVED; that the City acknowledges the total estimated project cost of the proposed Senior Citizen Park Improvements is \$390,000;

BE IT FINALLY RESOLVED; that the City commits to matching funds of an amount not to exceed \$240,000 that will be sourced from the City's general fund to the extent that they are not offset by other grant funds.

YEAS:

NAYS:

Resolution declared adopted.

\_\_\_\_\_  
Scott Dzurka Mayor

\_\_\_\_\_  
Mindy Seavey Clerk

This certifies that the foregoing is a true and complete copy of action taken by the City of St. Johns City Commission at the regular meeting held on March 24, 2025.

\_\_\_\_\_  
Mindy J. Seavey City Clerk

**STRATEGIC PLAN OBJECTIVE:**

Investing in and maintaining City parks is a key component of the Strategic Plan. This initiative aligns with Parks and Recreation Master Plan Goal #1 and Goal #4:

- **Goal 1:** Provide safe, inclusive, community-based recreational opportunities that enhance the quality of life for all St. Johns-area residents.
  - Continue to improve and upgrade recreational and support facilities based on community feedback.
  - Increase and improve access to the City Parks and Trails System.
  - Expand passive and active programming in line with community needs and available funding.
- **Goal 4:** Enhance neighborhood quality through well-maintained and accessible neighborhood parks.
  - Upgrade playground equipment and access, ensuring universal accessibility.
  - Maintain safe and well-kept park facilities as a visible indicator of community pride.

**FISCAL IMPACT:**

Total project cost is estimated to be \$390,000. The requested grant would cover \$150,000 and the City would cover any remaining amount if additional grants cannot be obtained. If successful, the City match of \$240,000 would be budgeted over two fiscal years, 2026-27 and 27-28, less any other grant funds received for this project.

**RECOMMENDATION:**

Staff recommends the City Commission;

- approve the submittal of the grant application
- approve the resolution of support to the DNR, and
- authorize the Mayor to sign the resolution.

## Section A: Applicant Site and Project Information

**Instructions:**

1. Click **Save** to save changes.
2. See the Recreation Passport Grant Program Application Guidelines and other forms here for guidance.

**Recreation Passport Grant Program****2024 Grant Application**

*This information is requested by authority of Act 451 of 1994, as amended.*

*This application must be completed in full to apply for a grant from the Recreation Passport Grant Program*

**\*Name of Applicant**

(Government Unit)

**\*SIGMA Vendor Number****\*SIGMA Address ID****\*County**

City of St. Johns

CV0047809

28F

Clinton County

**\*Name of Authorized Representative****\*Title**

Chad Gamble

City Manager

**\*Address****\*City****\*State****\*Zip**

100 East State Street PO Box  
477

St Johns

MI

48879

**\*Telephone****\*E-mail**

(989) 224-8944

cgamble@stjohnsmi.gov

**\*State House District****\*State Senate District****\*U.S. Congress District**

District 75

District 28

District 7

The following link contains District Maps - <https://www.michigan.gov/micrc/mapping-process/final-maps>

**\*Proposal Title** (Not to exceed 60 characters)

Senior Citizen Park Renovation

**\*Proposal Description**

*These proposed improvements will incorporate existing site features, such as the pavilion and trees, as well as additional improvements, including:*

- A parking lot near the existing sport courts
- Redesign and striping of the tennis courts for conversion to pickleball/multi-use courts
- Replacement of existing swings
- Installation of a concrete sidewalk along N. Ottawa Street, connecting existing and proposed elements

**\*Park Name**

Senior Citizen Park

**\* Address of Site**

**\* City, Village or Township of Site**

**\* Zip**

806 N. Ottawa St			St Johns			48879			
* County in which Site is located									
Clinton									
<b>*Town, Range and Section Numbers of Site Location</b>  Letters must be uppercase: (examples: T02N, R13E,22)				<b>* Latitude/Longitude at park entrance</b>					
<b>(Town)</b>		<b>(Range)</b>		<b>(Section)</b>		<b>Latitude</b>		<b>Longitude</b>	
T07N		R02W		09		43.009286		-84.560860	



# Section B: Project Funding and Explanation of Match Sources

## Instructions:

1. Click **Save** to save changes.
2. See the Recreation Passport Grant Program Application Guidelines and other forms [here](#) for guidance.

### SOURCES OF MATCHING FUNDS

### PROJECT COST AMOUNTS

Grant amount requested (round to the nearest hundred dollars)

\$150,000.00

Total Match (Must be at least 25% of total project cost)

\$239,600.00

Total Project Cost (Must equal the total estimated cost on Section C: Project Details page)

\$389,600.00

Percentage of match commitment (Must be at least 25% of total project cost)

61  
%

a) General Funds or Local Restricted Funds (Applicant's own cash)

\$239,600.00

b) Force Account Labor/Materials (Applicant's own paid labor or materials)

\$

c) Federal or State Funds

\$

**\*(2) Program Name**

**\*Administering Agency**

**\*Contact Name for Administering Agency** **\*Telephone**

**\*Amount**

\$

**\*Type of Funds**

☐ Grant funds awarded *Date grant funds approved*

☐ Grant funds applied for, not yet approved *Estimated approval date*

☐ Appropriated funds *Date appropriated*

☐ Other, explain

**\*Is documentation containing the scope of work and budget for the other grant funds included with application?**

☐  
Yes

☐  
No

\*Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

☐  
Yes

☐  
No

Check to add program information for additional State or Federal funds that will be used as Match.

☐

**\*(3) Program Name**

**\*Administering Agency**

**\*Amount**

**\*Contact Name for Administering Agency \*Telephone**

\$

**\*Type of Funds**

☐ Grant funds awarded *Date grant funds approved*

☐ Grant funds applied for, not yet approved *Estimated approval date*

☐ Appropriated funds *Date appropriated*

☐ Other, explain

\*Is documentation containing the scope of work and budget for the other grant funds included with application?

☐  
Yes

☐  
No

\*Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

☐  
Yes

☐  
No

d) Cash Donations

\$

e) Donated Labor and/or Materials

\$

## Section C: Project Details

### Instructions:

1. All required fields are marked with an \*.
2. Click the + button to add rows.
3. Click **SAVE** to save changes and generate calculations.
4. See the Recreation Passport Grant Program Application Guidelines [here](#) for guidance.
5. You may upload a cost breakdown in the required uploads page as supporting documentation.

### \* Applicant's current control of the site:

☒ Fee Simple

☐ Lease

☐ Easement

\* Age of Park

50 Years

\* Acres

1.93

### Project Cost Estimate Table

List the specific development scope items (play equipment, parking lot paving, landscaping) rather than aspects of project execution (materials, labor, equipment, site clearing). Do not include ineligible items such as engineering costs beyond 20% of the subtotal and contingencies. Facilities must be designed to be in compliance with the 2010 Americans with Disabilities Act Standards for Accessible Design.

SCOPE ITEM	DNR ONLY ACCESSIBILITY GUIDELINES	QUANTITY	TOTAL ESTIMATED COST
Access Pathway 6' wide or more		3000 sq ft	\$42,000.00
Paved ADA Parking Space(s)		1	\$99,100.00
Pickelball Court		6	\$190,300.00

(Select the plus sign button to create new rows.)

### Other:

Benches	4	\$2,400.00
---------	---	------------

Mobilization and Site Prep and Restoration
--

1

\$38,600.00

**Do not list the aspects of project execution, such as labor, construction equipment, contingency or raw materials.**

(Select the plus sign button to create new rows.)

**Permit Fees**

\$

**RPGP Sign** \$250.00**Subtotal**

\$372,650.00

**Engineering** (These fees may not exceed 20% of subtotal)

\$16,950.00

**Total Estimated Cost** (Must equal Total Project Cost  
amount on Section B: page)

\$389,600.00

\*1) What is the expected life of the facilities constructed as part of the project? (Please note: Program requires commitment of minimum 20 years if no enclosed structure and 40 years with enclosed structure).

20  
years

\*2) If you are submitting multiple applications, what is the priority for this application?  
(1 = highest)

1

\*3) Is this a duplicate application that has been previously applied for funding under one of our Recreation Grant Programs that was not funded?

☒ ☐  
No Yes

Is this a duplicate application that is being applied for this application cycle under one of our Recreation Grant Programs?

☒ ☐  
No Yes

\*4) Is unimpeded access to the project site secured through ownership or easement or lease of term no less than the length of time that control of the project site is secured?

☐ ☒  
No Yes

\*5) Will the project be used for the viewing of professional or semi-professional arts, athletics or intercollegiate or interscholastic sports?

☒ ☐  
No Yes

\*6) Will fees be charged at the park?

☒ ☐  
No Yes

\*7) Has applicant received DNR recreation grant(s) in the past?

☐  
No

☒  
Yes

\*8) Is there an entrance sign identifying the site as a public recreation site open to all users?

☐  
No

☒  
Yes

\*9) Has applicant closed, sold, or transferred any parkland or recreation facilities in the past 5 years?

☒  
No

☐  
Yes

\*10) Does applicant have a "residents only policy for this park or other parks or recreation facilities?

☒ No

☐ Yes

If 'Yes' was selected for questions 3 through 9 on this page, please explain here:

N/A

---



## Section D: Site Conditions

### Instructions:

1. Complete the following property checklist on the environmental Conditions at the project site and adjacent areas, using information from the past ten years or longer, as appropriate.
2. If you answer **YES** or **UNKNOWN** to questions 1-15, you are required to prepare an environmental report. See the Recreation Passport Grant Program Application Guidelines and other forms [here](#) for guidance.
3. Click **Save** to save changes.

	<u>NO</u>	<u>YES</u>	<u>UNKNOWN</u>
*1) Does the applicant, landowner, or others have knowledge that any portion of the property is or has been used for industrial purposes, including manufacturing and/or minerals' processing or extraction (sand, gravel, oil, or gas) at this time or in the past?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*2) Does the applicant, landowner, or others have knowledge that any portion of the property is currently being used or has been used in the past for a gas station, motor vehicle service or repair facility, commercial printing facility, dry cleaners, photo developing lab, junkyard, landfill, waste treatment, storage, processing or recycling or disposal facility?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*3) Does the applicant, landowner, or others have knowledge that any of the following are or have in the past been stored, discarded, or used on the property – automotive or industrial batteries, pesticides or other chemicals used in agricultural practices, paints, industrial waste, or other chemicals in drums or other containers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*4) Does the applicant, landowner, or others have knowledge that fill dirt or other fill material of unknown origin is on this property or has in the past been placed on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*5) Does the applicant, landowner, or others have knowledge of any evidence of leaks, spills, or stains from a substance other than water at this time or in the past?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*6) Does the applicant, landowner, or others have knowledge that there are or have in the past been waste disposal pits, lagoons, or ponds on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*7) Does the applicant, landowner, or others have knowledge that there are at this time or have in the past been registered or unregistered storage tanks on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*8) Does the applicant, landowner, or others have knowledge that contaminated groundwater lies below the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*9) If there is a water well on the property, does the applicant, landowner, or others have knowledge that contaminants have been identified in the well that exceeded legal standards or has the well been identified as contaminated by a government agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*10) Has the landowner been notified about any current violations of environmental laws pertaining to activities on the property or does applicant, landowner, or others have knowledge about past violations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*11) Has the landowner been notified of any environmental assessments of the property that identified a) the presence of hazardous substances, petroleum products, or contamination; or b) the need for further assessment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*12) Does the applicant, landowner, or others have knowledge that any hazardous substances, unidentified waste materials, tires, or automotive or industrial batteries have been dumped above ground, buried, or burned on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*13) Is the property listed on any federal or state list of contaminated sites, including the site of a leaking underground storage tank? ☒ ☐ ☐

\*14) Does the applicant, landowner, or others have knowledge that any of the adjoining properties are currently being used or have been used in the past for the purposes listed in the previous questions 1-13? ☒ ☐ ☐

\*15) Has an environmental assessment been completed for the site? ☒ ☐ ☐

*If yes, you must provide supporting documentation on the Required Attachments page.*

\*16) Is this proposed project part of the **Iron Belle Trail** (Governor's Showcase Trail)? ☒ ☐ ☐

View the interactive IBT map [here](#).

\*17) Are permits required for the development of the site? ☒ ☐ ☐

**If 'Yes' or 'Unknown' was selected for any of the questions on this page, please explain here:**

N/A

\*18) Explain how you plan to address safety considerations and crime prevention in the project area.

*This park had trees that have a high level sight line that allows visibility of the entire park below 10 feet. The water plant across the street that has employees there 7 days a week. Hours for the park will be posted and City Police can provide periodic visits to deter crime.*

\*19) Explain how you will make the public aware of the project as well as the efforts you will use to publicize and promote the project. Include marketing methods that will effectively communicate with person with disabilities.

*We advertised the parks and recreation meeting through email communication and facebook posts. We also send out a survey for public input*

**City of St Johns**  
**Parks and Recreation Board**  
**Meeting Minutes March 13, 2025**

Meeting Called to order 6:00 pm by Chairman Pioszak

Members Present: Fromson, Motz, Gleeson, DeLiso, Thelen, Pioszak

Members Absent: Butler

Staff Present: Director Schafer

Others Present: Jean Ruestman, Brenda Ondrus, Deanna Elsea, Glen Thelen, Donovan Hornbeck

Approval of the Agenda: Motion by Member Thelen, seconded by Member Fromson, to approve the agenda as submitted.

All in Favor: Fromson, Motz, Gleeson, DeLiso, Thelen, Pioszak

All opposed: None

Approval of the Minutes: Motion by Member Motz, seconded by Member Fromson, to approve the minutes as submitted.

All in favor: Fromson, Motz, Gleeson, DeLiso, Thelen, Pioszak

All Opposed: None

**New Business**

Director Schafer gave some background information on the grants available from the DNR and why the Passport grant was chosen. Then he went over the Master Plan for the park and project details. Discussion from the board included: fence, benches, sidewalks and whether it will be multi-use. Don't divide the project into phases.

Discussion was then opened to the public. Public comments included: leave the trees to the north for a sound buffer, add a drinking fountain, add bike rack, consider changing the name, don't care about the amenities; just build the courts, love the concept.

Public questions included: can there be a shade structures over the benches? Will there be lighting?

Director Schafer went over the results of a recent survey about parks. This survey was answered by 236 people, which was almost double the number of people that participated in the survey for the 2021-25 Parks and Recreation Master Plan. Based on a recent survey, conducted by the city and answered by 238 people, 71% of the people said they use parks for fitness and exercise. The survey responses ranked pickleball courts sixth (24%), as an important feature when visiting a park. This was behind restrooms, play equipment, walking trails, spray park and picnic shelter. Pickleball courts were also ranked as the fourth (26%) most important facility the city needed to offer more of. This was behind walking/biking trails, community center, and bathrooms.

Based on comments from the survey and attendees at this meeting many of these items will be included in the park master plan and grant project.

Motion by member, seconded by Member Motz to recommend the City Commission adopt the resolution and approve the submittal of the DNR Passport Grant Application.



A voice vote followed.

All In Favor: Fromson, Motz, Gleeson, DeLiso, Thelen, Pioszak

All Opposed: none

**Adjournment**

Move to adjourn by Member Thelen, seconded by Member Motz at 6:43pm

PROPOSED CROSSWALK

PROPOSED PULL IN PARKING

SPORTS COURT TO BE RESURFACED,  
REPAINTED, AND RESTRIPE FOR 6  
PICKLEBALL COURTS

PROPOSED SHADE STRUCTURE  
WITH COURT SEATING

PROPOSED PARKING LOT

FUTURE RESTROOM &  
STORAGE BUILDING

EXISTING TREE CANOPY, TYP.

EXISTING PAVILION  
TO REMAIN

PROPOSED GLIDER SWINGS (3)  
MADE FROM RECYCLED MATERIALS

N OTTAWA ST

PROPOSED UNIVERSALLY  
ACCESSIBLE SITE WALK

EXISTING PAVEMENT

EXISTING PUMP HOUSE

W GIBBS ST







**St. Johns, Michigan**  
**Senior Citizen Park Improvements**  
 Updated 3/18/2025

**PRELIMINARY CONSTRUCTION COST ESTIMATE**

ITEM	QUANTITY	GRANT PROJECT	UNIT	UNIT PRICE	TOTAL ESTIMATE	GRANT PROJECT
Mobilization (4% Max)	1	1	LS	\$ 26,956.93	\$ 26,956.93	\$ 14,600.00
Project Signage	1	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Construction Staking	1	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Soil Erosion & Sedimentation Control	1	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00

**DEMOLITION**

Tree and Stump Removal	1	0	EA	\$ 2,000.00	\$ 2,000.00	\$ -
Site Furnishing Removal	1	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Tree Protection Fencing	1	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00

**PROPOSED**

Concrete Pavement (4"), Sidewalk, Broom	5760	3000	SFT	\$ 14.00	\$ 80,640.00	\$ 42,000.00
HMA Pavement, Parking	5400	3950	SFT	\$ 20.00	\$ 108,000.00	\$ 79,000.00
Pavement Markings	1	1	LSUM	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Barrier Free Sign	1	1	EA	\$ 700.00	\$ 700.00	\$ 700.00
Sport Court Improvements	12100	12100	SFT	\$ 14.00	\$ 169,400.00	\$ 169,400.00
Sport Court Fencing & Gate	85	85	LFT	\$ 40.00	\$ 3,400.00	\$ 3,400.00
Sport Court Shade Structures	4	0	EA	\$ 5,000.00	\$ 20,000.00	\$ -
Sport Court Bleacher Seating	6	4	EA	\$ 800.00	\$ 4,800.00	\$ 3,200.00
Future Restroom & Storage Building	1	0	LSUM	\$ 250,000.00	\$ 250,000.00	\$ -
Swinging Bench	3	0	EA	\$ 1,500.00	\$ 4,500.00	\$ -
Site Restoration	1	1	LSUM	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00

				<b>Total</b>	\$ 700,896.93	\$ 338,800.00
Engineering				<b>5%</b>		\$ 16,940.00
				<b>10% Contingency</b>	\$ 70,089.69	\$ 33,880.00

<b>Total Estimate</b>	<b>\$ 770,986.62</b>	<b>\$ 389,620.00</b>
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**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**March 24, 2025**

<b>Department: Administration</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Principal Shopping District Special Assessment</i></b>	<b>[ X ] <i>Initiatory Resolution to approve the Principal Shopping District Special Assessment Project</i></b> <b>[ X ] <i>Resolution for Special Assessment Public Hearing</i></b> <b>[ X ] <i>Special Assessment Request from PSD Board</i></b>	<b>[X ]</b>  <b>[X ]</b>  <b>[N/A]</b>
<b>Prepared by: Kristina Kinde, Treasurer Deputy City Manager</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The Principal Shopping District is funded through a special assessment. This assessment is renewed every three years. The renewal process for the special assessment will follow the schedule below:

Date	Step	Description
Rec'd 3/17/25	Advisory Petition	Letter from the PSD can be considered as such.
March 24	Initiatory Resolution	If the City Commission wishes to proceed, the attached resolution would need to be adopted.
March 24	Resolution Setting Public Hearing	If the City Commission wishes to proceed, a public hearing would be set for April 28 (10 day publication requirement).
April 28	Public Hearing, Resolution of Determination, Order Creation of Roll	After the public hearing, if the City Commission wishes to continue the process, it would adopt the Resolution of Determination and order the Assessor to create the Roll.
April 28	Assessor presents and certifies the Roll	If the City Commission wishes to continue with the process, a Public Hearing will be set on the Roll for May 26 (10 day publication requirement).
May 26	Public Hearing on the Roll	Confirmation of the Roll. After the Public Hearing and review of the Roll, the Roll is confirmed.

**BACKGROUND/DISCUSSION:** The special assessment for the Principal Shopping District must be renewed every three years. This process was last done in 2021 for the 2022, 2023 and 2024 tax years.

**STRATEGIC PLAN OBJECTIVE:** The downtown master plan addresses many areas where having the Principal Shopping District is an integral part of the success of the downtown.

**FISCAL IMPACT:** City staff worked with the Principal Shopping District Director to come up with estimated recommendations for the annual special assessments which will be presented at a subsequent meeting, however we estimate this will bring \$42,825, \$43,925, \$45,025 in 2025, 2026, and 2027 tax years respectively.

**RECOMMENDATION:** *Staff recommends the City Commission approve the Initiatory Resolution and Resolution of a Public Hearing separately and move forward with the Special Assessment process for the Principal Shopping District.*

**CITY OF ST. JOHNS**

**RESOLUTION NO. 17-2025**

**A RESOLUTION TO INITIATE THE PRINCIPAL SHOPPING DISTRICT SPECIAL  
ASSESSMENT PROJECT**

At a regular meeting of the City Commission of the City of St. Johns, held on March 24, 2025 in the City of St. Johns. Clinton County, Michigan, commencing at 6:00pm.

PRESENT:

ABSENT:

The following resolution was offered by Commissioner\_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

WHEREAS, the St. Johns City Commission (the “City Commission”) received a petition from the Principal Shopping District (“PSD”) Board requesting a three-year renewal of the PSD Special Assessment under Principal Shopping District Act, Public Act 146 of 1992 (the “Act”) ; and,

WHEREAS, the City Commission desires to continue to enable the downtown to operate under centralized management and operate under a single entity on such matters as marketing and promotion, business recruitment and retention, common area maintenance, security and parking management, the costs for which may be necessary to fund by special assessment; and,

WHEREAS, the Act and the City Charter authorize the funding of the PSD by special assessment; and,

WHEREAS, the City Commission wishes to receive a report estimating the costs of the PSD and the recommendation of the need for a special assessment from the City Manager and the City Assessor.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and the City Assessor are directed to prepare a report on the estimated costs of the Principal Shopping District, make recommendations on a special assessment to defray those cost, and present the report and recommendations to the City Commission.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

---

Scott Dzurka, Mayor

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of St. Johns, County of Clinton, Michigan at a regular meeting held on March 24, 2025.

---

Mindy J. Seavey, City Clerk

88044:00001:201305823-2

**CITY OF ST. JOHNS**

**RESOLUTION NO. 18-2025**

**A RESOLUTION TO HOLD A PUBLIC HEARING OF NECESSITY ON THE  
RENEWAL OF THE PRINCIPAL SHOPPING DISTRICT SPECIAL ASSESSMENT**

At a regular meeting of the City Commission of the City of St. Johns, held on March 24, 2025 in the City of St. Johns. Clinton County, Michigan, commencing at 6:00 pm.

PRESENT:

ABSENT:

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

WHEREAS, the St. Johns City Commission (the “City Commission”) desires to renew the Principal Shopping District (the “PSD”) as authorized by the Principal Shopping District Act, Public Act 146 of 1992 (the “Act”), as amended, and by the City Charter; and

WHEREAS, an expression of interest for the renewal has been made by the PSD Board on behalf of the property owners within the PSD; and,

WHEREAS, the City Commission desires to renew the PSD; and,

WHEREAS, the Act and the City Charter authorize the City Commission to finance the cost of the PSD by special assessment; and,

WHEREAS, the City Commission wishes to hold a public hearing to determine whether a special assessment for the PSD is necessary.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission will hold a public hearing to consider the necessity of a special assessment for the Principal Shopping District on April 28, 2025 at 6:00 p.m., or as soon thereafter as the matter can be heard, in the City Commission Chambers and directs the City Clerk to give proper notification by first class mail and publication.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

---

Scott Dzurka, Mayor

## **CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of St. Johns, County of Clinton, Michigan at a regular meeting held on March 24, 2025.

---

Mindy J. Seavey, City Clerk

88044:00001:201305737-1





**St. Johns Principal Shopping District and Downtown Development Authority**  
**109 E. State, PO Box 477 – St. Johns, MI – 48879 (989) 224-8944 ext. 233 [www.DowntownStJohnsMI.com](http://www.DowntownStJohnsMI.com)**

**BOARD OF  
DIRECTORS  
2024 - 2025**

**Chairman**  
Jason Butler  
Butler Financial

**Vice-Chairman**  
Tyler Barlage  
Community Christian  
Church

**Secretary-Treasurer**  
Monica Ladiski  
Lotus Health

**Directors**  
Emily Baudoux  
Rise Up Co.

Ed Brandon  
Gilroy's Hardware

Bruce Delong  
Clinton County

Chad Gamble  
City of St. Johns,

Erika Hayes  
Jackson Hayes,  
PC

Brent Hurst  
OhMi Organics

Tracy Kossaras  
Kurt's Appliance

Nancy McKinley  
Castle Resident

Corinne Trimbach  
Mint Door Boutique

**Marketing**  
Monica Ladiski -Chair  
Erika Hayes  
Tyler Barlage  
Emily Baudoux  
Vickie Schafer  
Brent Hurst

**Design**  
Tyler Barlage-Chair  
Lori Wurm  
Lara Boettger  
Brandi Martinez

**Events**  
Corrine Trimbach-Chair  
Tracy Kossaras-Chair  
Brent Hurst  
Nancy McKinley  
Jason Butler  
Monica Ladiski

**Executive, Finance,  
Strategic Planning**  
Tyler Barlage  
Monica Ladiski  
Chad Gamble  
Jason Butler  
Corinne Trimbach  
Tracy Kossaras

**CONTACT INFO**  
**Executive Director**  
Heather Hanover  
989-224-8944: Ext 233  
[psdcityofsj@gmail.com](mailto:psdcityofsj@gmail.com)

March 17, 2025

Re: PSD Tax Roll

To: St Johns City Council and City Manager Chad Gamble

At the March 12th PSD board meeting, a motion was made by member Tracy Kossaras, seconded by member Nancy McKinley to recommend to the St Johns City Council a renewal of the Principal Shopping District tax assessment for three year with a yearly increase of \$10 per year to cover cost of living increases. This motion was unanimously approved.

The PSD board is committed to making the most of these tax funds to better enrich the entire downtown district and thus the City of St Johns. We look forward to working with the city for another three years.

Thank you for your considerations,

Heather Hanover  
PSD Executive Director