

**Eric Hufnagel**  
*Mayor*

**Jean Ruestman**  
*Vice Mayor*

**Bob Craig**  
*Commissioner*

**Tammy Kirschenbauer**  
*Commissioner*

**Brad Gurski**  
*Commissioner*



**Dave J. Kudwa**  
*City Manager*

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

**Kristina Kinde**  
*City Treasurer*

**Michael Homier**  
*City Attorney*

**Steven M. Martin**  
*Director of Public Services*

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

**Monday, June 27, 2022, 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 participate in the meeting through Zoom.  
Only in-person attendants will be able to participate in discussion.**

**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 or person attending 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 of June 9, 2022
  - Regular meeting of June 13, 2022
- b. Approval of Warrants
  - In the amount of \$112,652.19
- c. Year End Budget Adjustments
  - Staff recommends that the city commission approve the year end budget adjustments as per City Treasurer Kinde's memo.
- d. Bengal Township Fire Agreement
  - Staff recommends that the city commission ratify the Bengal Township Fire Agreement in the amount of \$5,800.00 annually and authorize the mayor and clerk to sign.

*100 East State Street, P.O. Box 477, St. Johns, Michigan 48879-0477  
(989) 224-8944 Fax (989) 224-2204  
E-mail: [csj@stjohnsmich.com](mailto:csj@stjohnsmich.com)*

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

**B. PUBLIC HEARINGS:**

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

1. Public comment - agenda & non-agenda items  
***(6:07 pm – 6:10 pm) Discussion only***

**D. COMMUNICATIONS:**

**E. OLD BUSINESS:**

1. Rental Housing Program – Ordinance #670 – An ordinance to require registration, inspection and certification of residential rental properties in the City of St. Johns  
***(6:10 pm – 6:15 pm) Action Item***  
*(Presenter: Dave Kudwa, City Manager)*

**F. NEW BUSINESS:**

1. Resolution #12-2022 - A Resolution to Establish the Procedures, Fines, Fees, and Deadlines for the Rental Registration and Certification Program established under Ordinance No. 670  
***(6:15 pm – 6:18 pm) Action Item***  
*(Presenter: Dave Kudwa, City Manager)*
2. Fire Truck (New Pumper) Bid and Contract Approval & Resolution #13-2022 - A Resolution to Establish a Commitment to Secure Financing for a New Fire Truck, and to Designate an Agent (The City Manager) to Execute Any and All Legal Documents Necessary to Complete the Transaction.  
***(6:18 pm – 6:25 pm) Action Item***  
*(Presenter: Jordan Whitford, Fire Chief)*
3. Commissioner Comments  
***(6:25 pm – 6:35 pm) Discussion only***

**G. ADJOURNMENT: ***(6:35 pm)*****

(Next Regular Meeting Scheduled for **Monday, July 11, 2022, 6:00 p.m.**)

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



# CONSENT AGENDA

**CITY OF ST. JOHNS**  
**CITY COMMISSION MINUTES**  
**SPECIAL MEETING**  
**JUNE 9, 2022**

The special meeting of the St. Johns City Commission was called to order by Mayor Hufnagel at 5:00 p.m. at the Wilson Center, 101 West Cass Street, St. Johns, Michigan.

COMMISSIONERS PRESENT: Eric Hufnagel, Jean Ruestman (left at 6:20 p.m.), Bob Craig, Brad Gurski

COMMISSIONERS ABSENT: Tammy Kirschenbauer

STAFF PRESENT: Dave Kudwa, City Manager; Mindy J. Seavey, City Clerk; Kristina Kinde, Treasurer

OTHERS PRESENT: Brendan Fox, Jeff Deehan, and Matt McNeil from Dymaxion

The city commission toured the Wilson Center with the Dymaxion team.

There was a discussion of the apartments planned and possible public use by the city.

ADJOURNMENT

The meeting was adjourned at 6:32 p.m.

## **CITY OF ST. JOHNS**

### **CITY COMMISSION MINUTES**

**JUNE 13, 2022**

The regular meeting of the St. Johns City Commission was called to order by Mayor Hufnagel at 6:00 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, Jean Ruestman, Bob Craig, Tamara Kirschenbauer

COMMISSIONERS ABSENT: Brad Gurski

STAFF PRESENT: Dave Kudwa, City Manager; Mindy J. Seavey, City Clerk; Kristina Kinde, Treasurer; Steven Martin, Director of Public Services

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

Commissioner Craig said we need to pull items i. St. Johns Downtown Development Authority Bylaws and j. St. Johns Principal Shopping District Bylaws from the consent agenda and move to New Business.

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the consent agenda be approved as amended.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

#### **a. Approval of Minutes**

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the minutes of the May 23, 2022 regular meeting; May 26, 2022 special meeting; and May 26, 2022 closed session be approved as presented.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

#### **b. Approval of Warrants**

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that warrants be approved as presented in the amount of \$362,137.56.

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YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

c. King Media - Monthly Consulting Retainer

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission ratify the agreement with King Media and authorize the mayor and clerk to sign.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

d. Principal Shopping District/Downtown Development Authority Appointments

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission reappoint: Erika Hayes and Mariah Lieby to the Principal Shopping District and Downtown Development Authority Boards as recommended (terms expiring June 30, 2026).

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

e. Joint venture agreement between City of St. Johns and Clinton County Arts Council/Music in the Park 2022 season

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission ratify the joint venture contract for the concert in the park series and authorize the mayor and clerk to sign.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

f. Permit for Fireworks – Night Magic Displays

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission approve the permit for fireworks other than consumer or low impact for Night Magic Displays for the July 4, 2022 Rotary Club Fireworks Display and authorize the mayor to sign.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

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Motion carried.

g. MERS Defined Contribution Plan Adoption Agreement - Addendums for MERS Defined Contribution (Division #110143 – Non-Union Hourly Employees Hired After 12/01/2012) & (Division #108551 – Non-Union Hourly Employees)

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission adopt the agreement and authorize the mayor to sign.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

h. Fee & Rate

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission approve the change on page 1 of the 2022/23 fee & rate schedule (Garbage Service Fee from \$200 to \$215 effective July 1, 2022).

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

k. Police Department National Night Out Donations

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission approve the police department sending out letters to local businesses and service groups soliciting donations for the National Night Out program.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

l. Michigan Paving Contract Modification

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission approve the public service agreement amendment for Michigan Paving & Materials from \$700,000 to \$950,000 and authorize the mayor and clerk to sign.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

AGENDA



Mayor Hufnagel asked if there were any additions or deletions to the agenda. He removed Sara Morrison from under Persons Wishing to Present Testimony.

Motion by Commissioner Craig seconded by Commissioner Ruestman 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 or person attending wishes to discuss any of these items, it should be placed on the regular agenda. The remaining items and recommendations may be approved en masse:*

- a. Approval of Minutes
  - Regular meeting of May 23, 2022
  - Special meeting of May 26, 2022
  - Closed session of May 26, 2022
- b. Approval of Warrants
  - In the amount of \$362,137.56
- c. King Media - Monthly Consulting Retainer
  - Staff recommends the city commission ratify the agreement with King Media and authorize the mayor and clerk to sign.
- d. Principal Shopping District/Downtown Development Authority Appointments
  - The St. Johns PSD/DDA Boards of Directors recommends the city commission reappoint: Erika Hayes and Mariah Lieby to the Principal Shopping District and Downtown Development Authority Boards as recommended (terms expiring June 30, 2026). (no attachment)
- e. Joint venture agreement between City of St. Johns and Clinton County Arts Council/Music in the Park 2022 season
  - Staff recommends that the city commission ratify the joint venture contract for the concert in the park series and authorize the mayor and clerk to sign.
- f. Permit for Fireworks – Night Magic Displays
  - Staff recommends that the city commission approve the permit for fireworks other than consumer or low impact for Night Magic Displays for the July 4, 2022 Rotary Club Fireworks Display and authorize the mayor to sign.
- g. MERS Defined Contribution Plan Adoption Agreement - Addendums for MERS Defined Contribution (Division #110143 – Non-Union Hourly Employees Hired After 12/01/2012) & (Division #108551 – Non-Union Hourly Employees)



-Staff recommends that the city commission adopt the agreement and authorize the mayor to sign.

h. Fee & Rate

-Staff recommends that the city commission approve the change on page 1 of the 2022/23 fee & rate schedule (Garbage Service Fee from \$200 to \$215 effective July 1, 2022).

~~i. St. Johns Downtown Development Authority Bylaws~~

~~-The downtown development authority recommends that the city commission adopt the bylaws and authorize the city clerk to sign.~~

~~j. St. Johns Principal Shopping District Bylaws~~

~~-The principal shopping district recommends that the city commission adopt the bylaws and authorize the city clerk to sign.~~

k. Police Department National Night Out Donations

-Staff recommends the city commission approve the police department sending out letters to local businesses and service groups soliciting donations for the National Night Out program.

l. Michigan Paving Contract Modification

-Staff recommends that the city commission approve the public service agreement amendment for Michigan Paving & Materials from \$700,000 to \$950,000 and authorize the mayor and clerk to sign.

4. Approval of Agenda:

**B. PUBLIC HEARINGS:**

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

- ~~1. Sara Morrison Briggs District Library Annual Report~~
2. Public comment - agenda & non-agenda items

**D. COMMUNICATIONS:**

**E. OLD BUSINESS:**

**F. NEW BUSINESS:**

1. St. Johns Downtown Development Authority Bylaws
2. St. Johns Principal Shopping District Bylaws
3. Resolution to Comply with the Provisions of Public Act 152 of 2011 (#9-2022)
4. County Farm Road Reconstruction Resolution #10-2022 – a Resolution to establish a request for funding, designate an agent, attest to the existence of funds and commit to implementing a maintenance program for the County Farm Road reconstruction funded by the transportation economic development fund Category B Program
5. Principal Shopping District/Downtown Development Authority Special Event – Mint Festival Down at the Depot – August 12 & 13, 2022 & Application for Alcohol Use or Sale
6. Pride Month Resolution Request

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7. Rental Housing Program – Introduction of Ordinance #670 – An ordinance to require registration, inspection and certification of residential rental properties in the City of St. Johns
  8. Commissioner Comments

**G. ADJOURNMENT:**

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

PUBLIC HEARINGS

PERSONS WISHING TO PRESENT TESTIMONY

1. Public Comment

Mayor Hufnagel asked the public to come to the podium, introduce yourself and limit your comments to 3 minutes.

Dana Worrall, Lambert Drive, was present to discuss her displeasure regarding the police chief being put on administrative leave and no one acknowledged it.

Andrea Ryan, Co-founder of St. Johns Call In Coalition, was present to discuss June is Pride Month and to support the Pride event.

Hannah was present in support of Pride Month.

Madhu Anderson, candidate for state senate, was present. She is a resident of Bath Township and has lived there for over 20 years and said she is a common-sense Republican.

Ricci Stollsteimer was present in support of Pride Month and the Pride Festival.

Dan Wohlfert, landlord, was present about housing rental. He said his tenants have newer appliances than he does.

Lissa Rousseau was present to discuss her support for Chief Dave Kirk.

Joy Barry was present regarding the leaf bag procedure and questioning why every person needs to call their bags in.

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City Manager Kudwa said we are seeing a lot of efficiency with this. He said DPW staff is making 120-130 stops per week and driving very strategically. We can allocate our staff differently.

Mayor Hufnagel said if she has more questions, feel free to follow up with Dave.

Chris Stewart, from Bath, Michigan, was present. He is running state representative, 75<sup>th</sup> district. He gave his contact information: [friendsofchrisstewart.com](http://friendsofchrisstewart.com) and [Friendofchrisstewart75@gmail.com](mailto:Friendofchrisstewart75@gmail.com) He said he is a Republican.

Jean Clark, resident, was present regarding her concern as a taxpayer regarding the police department.

Gary Becker, resident, was present regarding the leaf bag program and only picking up his bags and not his neighbors'.

Mayor Hufnagel said he is glad people came out and spoke. He thanked everyone for coming to the meeting and said it is sometimes difficult to come up and share.

### COMMUNICATIONS

### OLD BUSINESS

### NEW BUSINESS

1. St. Johns Downtown Development Authority Bylaws

2. St. Johns Principal Shopping District Bylaws

Mayor Hufnagel said this was originally on the consent agenda and they noticed a typo. He said they need to match them up in respect to the membership.

City Manager Kudwa said we may have a couple of revisions we want to make in addition to that.

Heather Hanover, PSD/DDA Director, was present and discussed the bylaws. She said it will work for them to be on the next meeting agenda.

Commissioner Craig said both items will be delayed.

3. Resolution to Comply with the Provisions of Public Act 152 of 2011 (#9-2022)

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City Clerk Seavey said the city has opted-out annually since 2015. This year, we have potential to be over the hard cap due to our funding of the HSA and potential HRA funding. She said staff recommends the city commission adopt the resolution to exempt us from PA 152. By doing this, we are in compliance.

Motion by Commissioner Craig seconded by Commissioner Ruestman that the city commission adopt Resolution #9-2022 – Resolution to Comply with the Provisions of Public Act 152 of 2011.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

4. County Farm Road Reconstruction Resolution #10-2022 – a Resolution to establish a request for funding, designate an agent, attest to the existence of funds and commit to implementing a maintenance program for the County Farm Road reconstruction funded by the transportation economic development fund Category B Program

City Manager Kudwa said we are applying for an MDOT grant for County Farm Road improvements. He said this will align it with Swegles Street. He said we own the right-of-way and we can do that. He said it is in the amount of \$95,640. He said we want to send in this week and we need a resolution authorizing that activity.

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission adopt Resolution #10-2022 - a Resolution to establish a request for funding, designate an agent, attest to the existence of funds and commit to implementing a maintenance program for the County Farm Road reconstruction funded by the transportation economic development fund Category B Program.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

5. Principal Shopping District/Downtown Development Authority Special Event – Mint Festival Down at the Depot – August 12 & 13, 2022 & Application for Alcohol Use or Sale

PSD/DDA Director Heather Hanover was present. She said you have always let them have alcohol around the car show event. She said they will block the road and she doesn't think it will be much different this year.

City Manager Kudwa said this is the same application we approve every year; one difference is the location this year.

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Commissioner Ruestman said she is happy with the move; it doesn't block the library anymore.

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig that the city commission approve the application for alcohol use or sale.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

6. Pride Month Resolution Request

City Manager Kudwa said the St. Johns Call In Coalition has followed the city's application process for their special event. They have asked the city to formally acknowledge June as Pride Month. He said the resolution has been presented for your consideration.

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission adopt Resolution #11-2022 - Resolution Acknowledging and Recognizing June as Pride Month.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

7. Rental Housing Program – Introduction of Ordinance #670 – An ordinance to require registration, inspection and certification of residential rental properties in the City of St. Johns

City Manager Kudwa said we are excited about the interaction we have had with property owners over the last 4 or 5 years. This is not just an inspection program, there are a number of things we have been looking at in this ordinance. We have received feedback from the landlord and tenants. This program is a really nice first step for St. Johns. We worked really hard on the checklist and had a lot of conversations back and forth. He said McKenna has done a phenomenal job and it's a really good process here. We ask that you introduce Ordinance #670. The planning commission is recommending approval. They have done so much work on it.

Chris Khorey, McKenna, was present. He said there are three elements to set up: ordinance, resolution (schedule and timeline of rolling out program), and checklist for the inspection. The checklist would be a power of the planning commission. He said they have signed off on it. They can't adopt the checklist until you adopt the ordinance. He said we will begin with a registration period. He said landlords would have inspections

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every 3 years and they will be sorted in groups: 2023, 2024, 2025. He said there is allowance for larger buildings to only have some of their units inspected. He said there is an opportunity for the tenant to request an inspection. He said there are life safety and quality-of-life items in the checklist. They have to meet 100% of the life safety items and 80% of the quality-of-life items to pass. We are looking for correction, not looking to fine.

Commissioner Craig said we are doing this for safety reasons. He asked if our fire chief and maybe others will be asked to inspect.

Mr. Khorey said they worked pretty hard to make it safety based. Inspections will be done by various carpenters. Once they have registered, we are expecting several hundred and we are manpowered for that.

Gary Hufnagel, landlord, was present. He discussed having a contractor in and he wrapped the water heater.

Mr. Khorey discussed water heaters. He said they are looking for basic quality-of-life issues, not Energy Star. He said they are looking for leaks and making sure hot water comes out. He said the checklist is basic.

Mayor Hufnagel said they can access the checklist on our website.

Motion by Commissioner Ruestman seconded by Commissioner Craig that the city commission introduce Ordinance #670 - An ordinance to require registration, inspection and certification of residential rental properties in the City of St. Johns.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

#### 8. Commissioner Comments

Commissioner Craig said he volunteered for Rotary at the Soapbox Derby. He said it was a great success. He said he painted in the art mural for first responders and that was a great success too. He said he appreciated people's comments. He said we are here to hear and listen and represent the public. He said people can also give him a call.

Commissioner Ruestman said the events downtown were great. She thanked people for coming out to speak. She said she appreciated them participating in city government.

Commissioner Kirschenbauer echoed what Commissioner Ruestman said. She said she has been on the commission for almost 4 years and this is the most people she has seen at a meeting. She said she appreciated them coming out.

Mayor Hufnagel said there are a lot of things we have been covering that are a long time in the making. There have been a lot of landlords and tenants active in those discussion and he is glad it is coming to fruition. He wanted to acknowledge the good things going on downtown. He said with the Soapbox Derby, his wife observed that there was a lot of people and he told her back in the day there was even more people for that event. He also wanted to acknowledge the volunteers; they made a lot of great things happen. He echoed the vice mayor's comments. He said it is sometimes intimidating to have such a crowd. He said he doesn't want you to feel like you can't come in and be comfortable. We value you coming in. He said we are also available outside of these meetings. Reach out to us if you want a dialog.

#### ADJOURNMENT

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig that the meeting be adjourned.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

The meeting was adjourned at 7:11 p.m.





## MEMORANDUM CITY OF ST. JOHNS

To: City Commission  
Dave Kudwa, City Manager

From: Kristina Kinde, City Treasurer

Date: June 23, 2022

Subject: End of year budget adjustments

As a part of our year end closing process, we re-evaluate all accounts and all year-end budget adjustments that need to be made or were made throughout the fiscal year. Included in these adjustments are PO adjustments for expenses that were budgeted in the prior year, but the project or purchase was not completed prior to year-end and carried forward to the 2021/22 fiscal year. Many of the other adjustments entail a shifting of expenses from one line to another in order to properly account for the nature of the expense. Also, there are adjustments for projects that were approved throughout the year. The following are some highlights of the adjustments:

- Reallocation of Street Millage funds between Major and Local Street projects.
- Increase in revenue and expense for grant project with Peter's Sunny Day
- Increase in revenue related to ARPA funds – first disbursement
- Increase in revenue and expense for Hick's property blight elimination grant
- Increase in revenue for assessing revenue received from City of Portland
- Increase in expenses for fire truck repairs
- Increase in revenue and expense for city park paving
- Increase in expenses for police department roof replacement
- Increase in expenses for drain at large payment to Clinton County

GL Number	JNL CODE	POST DATE	REF#	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
101-000-202.000	BA	07/01/2021	00037312	Vnd: 02-13-0344 PO #: 00037312	422.50
101-000-202.000	BA	07/01/2021	00037339	Vnd: 02-13-0776 PO #: 00037339	8,850.00
101-000-202.000	BA	07/01/2021	00037486	Vnd: 02-05-1952 PO #: 00037486	38,000.00
101-000-202.000	BA	07/01/2021	00037495	Vnd: 01-16-0184 PO #: 00037495	33,830.00
101-000-202.000	BA	07/01/2021	00037523	Vnd: 02-19-1603 PO #: 00037523	10,937.50
101-000-202.000	BA	07/01/2021	00037526	Vnd: 02-11-1516 PO #: 00037526	17,997.03
101-000-202.000	BA	07/01/2021	00037539	Vnd: 01-16-0184 PO #: 00037539	34,622.00
101-000-202.000	BA	07/01/2021	00037540	Vnd: 02-19-1622 PO #: 00037540	12,191.01
101-000-202.000	BA	07/01/2021	00037550	Vnd: 01-16-1284 PO #: 00037550	2,000.00
101-000-202.000	BA	07/01/2021	00037564	Vnd: 02-01-1418 PO #: 00037564	7,500.00
101-000-202.000	BA	07/01/2021	00037571	Vnd: 02-01-1660 PO #: 00037571	8,693.82
101-000-202.000	BA	07/01/2021	00037574	Vnd: 02-13-0344 PO #: 00037574	12,500.00
101-000-510.002	BA	10/07/2021	13168	ARTS & CULTURE GRANT	20,489.00
101-000-510.002	BA	06/23/2022	13438	ARTS & CULTURE GRANT	10,100.00
101-000-528.000	BA	06/23/2022	13438	OTHER FEDERAL GRANTS	415,796.00
101-000-543.000	BA	06/23/2022	13438	STATE GRANTS	68,450.00
101-000-544.004	BA	06/23/2022	13438	MID-STATE HEALTH NTKW GRANT	4,636.00
101-000-573.000	BA	06/23/2022	13438	Local Community Stabilization Sh.	8,651.00
101-000-577.000	BA	06/23/2022	13438	STATE REVENUE SHAR LIQ LIC	886.00
101-000-632.001	BA	06/23/2022	13438	CITY FIRE SERVICE	4,570.00
101-000-660.002	BA	06/23/2022	13438	CIVIL INFRACTION FINES	5,053.00
101-000-671.000	BA	06/23/2022	13438	MISCELLANEOUS REVENUE	36,769.00
101-000-671.003	BA	06/23/2022	13438	FACILITIES RENTAL	7,176.00
101-000-671.006	BA	06/23/2022	13438	CONTRIBUTIONS REVENUE-FIRE	3,900.00
101-000-671.025	BA	06/23/2022	13438	WILSON CENTER PROGRAMS	4,000.00
101-000-671.030	BA	06/23/2022	13438	RECREATION GIFT CERTIFICATES	4,500.00
101-000-676.002	BA	06/23/2022	13438	INSURANCE REIMBURSEMENT	9,006.00
101-000-676.003	BA	06/23/2022	13438	MISC REIMBURSEMENTS	5,146.00
101-000-699.007	BA	06/23/2022	13438	TRANSFER FROM STREET MILLAGE	169,000.00
101-101-818.000	BA	08/30/2021	13014	CONTRACTUAL SERVICES	25,000.00
101-101-962.000	BA	07/01/2021	00037312		422.50
101-101-962.000	BA	07/01/2021	00037564		7,500.00
101-101-962.000	BA	07/01/2021	00037574		12,500.00
101-301-702.000	BA	06/23/2022	13438	SALARIES AND WAGES	(5,000.00)
101-301-712.000	BA	06/23/2022	13438	FRINGE BENEFITS	(15,000.00)
101-301-900.000	BA	06/08/2022	13426	PRINT AND PUBLISHING	(250.00)
101-301-977.001	BA	06/08/2022	13426	MISCELLANEOUS	250.00
101-301-977.005	BA	05/09/2022	13393	HAND GUNS & ASSESSORIES	2,000.00
101-301-977.011	BA	05/10/2022	13394	COMPUTER EQUIPMENT	1,000.00
101-301-977.015	BA	05/09/2022	13393	COMPUTER SOFTWARE	(2,000.00)
101-301-980.000	BA	05/10/2022	13394	OFFICE EQUIPMENT/FURNITURE	(1,000.00)
101-336-702.000	BA	06/23/2022	13438	SALARIES AND WAGES	3,000.00
101-336-768.000	BA	07/01/2021	00037571		8,693.82
101-336-818.028	BA	01/20/2022	13310	OUTSIDE SERVICES	1,000.00
101-336-933.000	BA	06/23/2022	13438	EQUIPMENT MAINTENANCE	23,000.00
101-336-935.001	BA	06/23/2022	13438	FIRE HALL MAINTENANCE	8,600.00
101-336-960.084	BA	01/20/2022	13310	FIRE CHIEF CONFERENCE	(1,000.00)
101-441-702.000	BA	06/23/2022	13438	SALARIES AND WAGES	(10,000.00)
101-441-818.000	BA	07/01/2021	00037486		8,000.00
101-441-943.000	BA	06/23/2022	13438	MOBILE EQUIPMENT RENTAL	16,200.00
101-441-974.015	BA	07/01/2021	00037486		30,000.00
101-441-974.015	BA	01/12/2022	13306	STREET LIGHT INSTALLATION	2,000.00
101-441-974.019	BA	07/01/2021	00037339		8,850.00
101-441-974.019	BA	01/12/2022	13306	PARKING LOT REPAIRS	(2,000.00)
101-756-818.012	BA	07/01/2021	00037523		3,125.00
101-756-920.006	BA	07/01/2021	00037523		3,125.00
101-756-936.000	BA	07/01/2021	00037550		2,000.00
101-756-956.000	BA	10/07/2021	13168	MISCELLANEOUS	20,489.00
101-756-977.021	BA	07/01/2021	00037523		4,687.50
101-756-977.021	BA	06/23/2022	13438	PARK IMPROVEMENT	169,000.00
101-760-886.005	BA	07/01/2021	13424	CONCERTS	6,000.00
101-760-886.016	BA	05/12/2022	13413	BASKETBALL PROGRAMS	(1,430.00)
101-760-929.001	BA	05/12/2022	13413	MISCELLANEOUS & MAINTENANCE	(1,430.00)
101-760-956.000	BA	05/12/2022	13413	MISCELLANEOUS	2,860.00
101-901-753.101	BA	07/15/2021	12941	DEPOT/SUPPLIES/MATERIALS	1,146.00
101-901-753.102	BA	06/23/2022	13438	HICKS PROPERTY IMPROVEMENTS	75,551.00
101-901-970.001	BA	07/01/2021	00037539		34,622.00
101-901-970.001	BA	07/01/2021	00037540		12,191.01
101-901-970.005	BA	06/23/2022	13438	CAPITAL OUTLAY - POLICE	36,677.00
101-901-977.035	BA	07/01/2021	00037495		33,830.00
101-901-977.035	BA	07/01/2021	00037526		17,997.03
101-901-989.004	BA	06/23/2022	13438	CAPITAL IMPROVE/CITY DRAINS	26,900.00
202-000-202.000	BA	07/01/2021	00037488	Vnd: 02-13-0949 PO #: 00037488	7,617.50
202-000-202.000	BA	07/01/2021	00037499	Vnd: 02-19-1637 PO #: 00037499	10,000.00
202-000-202.000	BA	07/01/2021	00037510	Vnd: 01-03-1572 PO #: 00037510	5,730.00
202-000-202.000	BA	07/01/2021	00037513	Vnd: 02-25-1588 PO #: 00037513	9,100.00
202-000-202.000	BA	07/01/2021	00037519	Vnd: 01-23-0949 PO #: 00037519	12,000.00
202-000-699.007	BA	06/23/2022	13438	TRANSFER FROM STREET MILLAGE	(650,000.00)
202-000-699.007	BA	06/23/2022	13439	TRANSFER FROM STREET MILLAGE	136,000.00
202-463-702.000	BA	06/23/2022	13438	SALARIES AND WAGES	10,000.00

GL Number	JNL CODE	POST DATE	REF#	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
202-463-737.003	BA	07/01/2021	00037488		7,617.50
202-463-737.003	BA	07/01/2021	00037513		9,100.00
202-463-737.003	BA	02/08/2022	13316	STORM SEWER MAINTENANCE	(7,617.50)
202-463-737.003	BA	02/08/2022	13316	STORM SEWER MAINTENANCE	(9,100.00)
202-463-818.000	BA	06/23/2022	13438	CONTRACTUAL SERVICES	(690,000.00)
202-463-818.200	BA	06/23/2022	13438	CONTRACTUAL SERVICES - SCOTT ROA	32,000.00
202-463-818.203	BA	06/23/2022	13438	CONTRACTUAL SERVICES - ANNUAL ST	75,000.00
202-463-818.203	BA	06/23/2022	13439	CONTRACTUAL SERVICES - ANNUAL ST	136,000.00
202-463-931.002	BA	07/01/2021	00037519		6,600.00
202-463-970.003	BA	06/23/2022	13438	CAPITAL OUTLAY - PUBLIC WORKS	2,250.00
202-463-972.015	BA	07/01/2021	00037519		5,400.00
202-463-974.001	BA	07/01/2021	00037510		2,840.00
202-463-974.002	BA	06/23/2022	13438	DRIVEWAY APPROACHES	200.00
202-463-974.004	BA	07/01/2021	00037510		2,890.00
202-479-702.000	BA	06/23/2022	13438	SALARIES AND WAGES	7,000.00
202-479-712.000	BA	06/23/2022	13438	FRINGE BENEFITS	2,600.00
202-479-713.001	BA	06/23/2022	13438	EMPLOYER SOCIAL SECURITY	450.00
202-479-713.002	BA	06/23/2022	13438	MEDICARE/EMPLOYER PORTION	100.00
202-479-714.003	BA	06/23/2022	13438	PENSION-DEFINED CONTRIBUTION	450.00
202-483-818.062	BA	07/01/2021	00037499		10,000.00
203-000-202.000	BA	07/01/2021	00037488	Vnd: 02-13-0949 PO #: 00037488	7,617.50
203-000-202.000	BA	07/01/2021	00037499	Vnd: 02-19-1637 PO #: 00037499	1,000.00
203-000-202.000	BA	07/01/2021	00037510	Vnd: 01-03-1572 PO #: 00037510	10,813.00
203-000-202.000	BA	07/01/2021	00037513	Vnd: 02-25-1588 PO #: 00037513	400.00
203-000-202.000	BA	07/01/2021	00037518	Vnd: 02-25-1588 PO #: 00037518	8,000.00
203-000-202.000	BA	07/01/2021	00037519	Vnd: 01-23-0949 PO #: 00037519	4,471.00
203-000-202.000	BA	07/01/2021	00037520	Vnd: 02-19-1637 PO #: 00037520	2,000.00
203-000-202.000	BA	07/01/2021	00037523	Vnd: 02-19-1603 PO #: 00037523	503,604.72
203-000-202.000	BA	07/01/2021	00037553	Vnd: 02-13-0949 PO #: 00037553	1,700.00
203-000-202.000	BA	07/01/2021	00037566	Vnd: 02-16-1112 PO #: 00037566	1,735.39
203-000-202.000	BA	07/01/2021	00037572	Vnd: 02-04-1280 PO #: 00037572	5,109.75
203-000-699.007	BA	06/23/2022	13438	TRANSFER FROM STREET MILLAGE	787,000.00
203-463-741.001	BA	07/01/2021	00037553		1,700.00
203-463-818.000	BA	07/01/2021	00037520		2,000.00
203-463-818.000	BA	07/01/2021	00037523		503,604.72
203-463-818.000	BA	07/01/2021	00037566		1,735.39
203-463-818.000	BA	06/23/2022	13438	CONTRACTUAL SERVICES	(175,000.00)
203-463-818.022	BA	07/01/2021	00037488		7,617.50
203-463-818.022	BA	07/01/2021	00037513		400.00
203-463-818.022	BA	02/08/2022	13316	STORM DRAINS	(7,617.50)
203-463-818.022	BA	02/08/2022	13316	STORM DRAINS	9,100.00
203-463-818.203	BA	06/23/2022	13438	CONTRACTUAL SERVICES - ANNUAL ST	600,000.00
203-463-972.015	BA	07/01/2021	00037518		8,000.00
203-463-972.015	BA	07/01/2021	00037519		4,471.00
203-463-974.001	BA	07/01/2021	00037510		8,623.00
203-463-974.004	BA	07/01/2021	00037510		2,190.00
203-483-818.013	BA	07/01/2021	00037572		3,984.75
203-483-818.013	BA	07/01/2021	00037572		1,125.00
203-483-818.062	BA	07/01/2021	00037499		1,000.00
265-000-665.000	BA	06/23/2022	13438	INTEREST EARNED/INVESTMENTS	(5.00)
401-000-665.000	BA	06/23/2022	13438	INTEREST EARNED/INVESTMENTS	(5.00)
403-000-665.000	BA	06/23/2022	13438	INTEREST EARNED/INVESTMENTS	(5.00)
404-451-999.007	BA	06/23/2022	13438	TRANSFER TO MAJOR STREET	1,637.00
405-451-999.002	BA	06/23/2022	13438	TRANSFER TO LOCAL STREET	787,000.00
405-451-999.007	BA	06/23/2022	13438	TRANSFER TO MAJOR STREET	(650,000.00)
405-451-999.007	BA	06/23/2022	13439	TRANSFER TO MAJOR STREET	136,000.00
515-000-202.000	BA	07/01/2021	00037537	Vnd: 02-13-2324 PO #: 00037537	10,200.00
515-000-202.000	BA	07/01/2021	00037538	Vnd: 02-08-0154 PO #: 00037538	9,690.00
515-528-818.000	BA	04/06/2022	13389	CONTRACTUAL SERVICES	20,000.00
515-528-818.027	BA	07/01/2021	00037537		10,200.00
515-528-818.027	BA	07/01/2021	00037538		6,690.00
515-528-818.027	BA	02/08/2022	13316	MISCELLANEOUS	(6,690.00)
515-528-818.059	BA	07/01/2021	00037538		3,000.00
515-528-818.059	BA	02/08/2022	13316	COMPOST SCREENING	(3,000.00)
592-000-202.000	BA	07/01/2021	00037427	Vnd: 02-16-0520 PO #: 00037427	113,672.00
592-000-202.000	BA	07/01/2021	00037535	Vnd: 02-05-2050 PO #: 00037535	4,216.30
592-000-202.000	BA	07/01/2021	00037546	Vnd: 02-18-1980 PO #: 00037546	5,242.38
592-000-202.000	BA	07/01/2021	00037569	Vnd: 02-19-1637 PO #: 00037569	1,600.00
592-540-746.008	BA	01/26/2022	13311	LAB SUPPLIES	(1,500.00)
592-540-818.047	BA	01/26/2022	13311	LAB CERTIFICATION FEES	1,500.00
592-541-747.000	BA	06/07/2022	13425	MATERIALS/SUPPLIES/WTR DIST	300.00
592-541-818.028	BA	06/07/2022	13425	OUTSIDE SERVICES	(300.00)
592-550-933.014	BA	07/01/2021	00037546		4,710.38
592-550-933.014	BA	07/01/2021	00037546		266.00
592-550-933.014	BA	07/01/2021	00037546		266.00
592-560-818.000	BA	07/01/2021	00037427		113,672.00
592-560-818.077	BA	07/01/2021	00037569		1,600.00
592-560-972.000	BA	07/01/2021	00037535		2,255.00
592-560-972.000	BA	07/01/2021	00037535		790.00
592-560-972.000	BA	07/01/2021	00037535		215.00

06/23/2022 02:28 PM  
User: KKINDE  
DB: City Of St Johns

BUDGET AMENDMENT DETAIL REPORT FOR CITY OF ST. JOHNS  
Post Dates: 07/01/2021 to 06/30/2022

Page: 3/3

GL Number	JNL CODE	POST DATE	REF#	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
592-560-972.000	BA	07/01/2021	00037535		295.00
592-560-972.000	BA	07/01/2021	00037535		661.30
661-000-202.000	BA	07/01/2021	00037382	Vnd: 01-15-1299 PO #: 00037382	1,102.00
661-000-202.000	BA	07/01/2021	00037487	Vnd: 02-01-2181 PO #: 00037487	57,440.00
661-270-930.004	BA	07/01/2021	00037487		57,440.00
661-270-933.019	BA	07/01/2021	00037382		1,102.00
681-000-202.000	BA	07/01/2021	00037486	Vnd: 02-05-1952 PO #: 00037486	2,000.00
681-173-818.040	BA	07/01/2021	00037486		2,000.00

## **RURAL FIRE AND RESCUE RUN AGREEMENT**

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of July, 2022, by and between the **CITY OF ST. JOHNS**, a municipal corporation, of the County of Clinton, State of Michigan, hereinafter referred to as the “city” and **BENGAL TOWNSHIP**, Clinton County, Michigan, a body corporate, hereinafter referred to as the “township” (collectively the “Parties);

**WHEREAS**, pursuant to the Urban Cooperation Act, Public Act No. 7 of 1967 (Ex. Sess.), as amended, MCL 124.501 et seq. (“Act 7”), the Parties may make intergovernmental agreements to provide for municipal services, including firefighting; and

**WHEREAS**, the city maintains a fire department, with headquarters located at 109 E State Ste, St Johns, MI 48879; and

**WHEREAS**, the township has applied to the **CITY OF ST. JOHNS** for the extension of fire-fighting service, gasoline wash downs, and rescue service to the township by the **ST. JOHNS FIRE DEPARTMENT**, and the city and township agree, for the common public good and interest, that fire-fighting service, gasoline wash downs, and rescue service be rendered to the township, by the city, under the following terms and conditions.

In consideration of the mutual covenants and conditions hereinafter set forth, the city and the township agree as follows:

1. The city will furnish to all of the inhabitants and property owners located within all of **BENGAL TOWNSHIP** located East of Francis Road (the “Service Area”), the same degree of fire protection service, gasoline wash down service, and rescue service, as is furnished to the inhabitants and property owners within the city, subject to the limitations hereinafter set forth.

2. The city fire department will respond to fire calls in the Service Area in the same manner as it responds to such calls within the city. It is mutually understood and agreed, however, that the city has agreements for mutual assistance with other fire departments and has fire protection responsibilities within the city limits. It is further understood and agreed the city may be called upon to handle two or more fires at the same time. In the event of multiple fires, the St. Johns Fire Chief or his designee shall have full authority and discretion regarding the assignment and dispersment of men and equipment, including the transfer of men and equipment from one fire to another, if, in his judgment, it is necessary. The decision of the Fire Chief, or his designee, in such case shall be final and no person shall have or make any claim against the city by reason of any loss or damage resulting from the exercise of said judgment and discretion. The fire department service to be provided in the case of fires is limited to the use by the city fire department of mobile fire-fighting apparatus of the department. The city shall not be obligated to provide fire hydrants, inspection services or other services not provided for in this Agreement, whether or not such services may be provided within the city. In the

event the city fire department is unable to furnish such fire services because of lack of available manpower and/or equipment, no liability shall result to city.

3. The gasoline wash down service to be provided shall involve a reduced number of fire department personnel and a reduced allocation of equipment--typically one vehicle--and shall be furnished and implemented only under the following limited terms and conditions:

- (a) Only police officers, sheriff deputies or other authorized personnel, as designated by the St. Johns City Manager and/or the Fire Chief, or his designee, shall be able to call out the gasoline wash down service. Any call received from private individuals for this service shall be treated as a regular fire run call.
- (b) If there is any flame, fire, or smoke, regardless of degree or intensity, the event will be treated for all relevant purposes as a fire run. If, at any time en route to, or at the wash down location, there becomes evidence of smoke or fire, the fire department official in charge of the wash down run shall request a regular fire run.
- (c) If, at any other time, or for any reason in his discretion, the fire department command personnel at the wash down feels a regular fire run is necessary for the protection of public safety, welfare, or property, he may call a regular fire run.



4. Vehicle fires, whether upon the public roads or on private property in the Service Area, are expressly covered within this Agreement. This same information shall be forwarded to the township clerk in writing for record-keeping and reimbursement purposes. Failure of the city to give such notice shall not relieve the township of the responsibility of paying to the city the fees set forth herein.

5. Department services shall include the service of a rescue run and the use of the Jaws of Life apparatus, if necessary, within the Service Area. The rescue runs to be furnished by the city to the township shall be made under the following specific agreements and limitations:

- (a) Only police officers, sheriff deputies, fire department personnel, or other authorized personnel, as designated by the St. Johns City Manager or the Fire Chief, or his designee, shall have the authority to call out the rescue unit.
- (b) When the rescue unit has been dispatched and called out as set forth herein, the rescue unit must be accompanied by and will be dispatched only in conjunction with an ambulance service, which ambulance service must provide properly trained attendants. The rescue agreement set forth herein shall have no effect on present mutual aid agreements for fire-fighting.

6. It is understood and agreed that the purpose of this agreement is to suppress the spread of fire and to protect the public against loss of life and/or property resulting

therefrom. Payments made to the city by the township as hereinafter provided are for the purpose of providing for this service and defraying a portion of the expense of maintaining the city's fire department for fire suppression and other emergency services.

7. It is agreed that while providing said fire department service, the city is acting in a governmental capacity at all times, and shall not be liable, in damages, for any injury to persons or property resulting therefrom, nor shall the city be liable for any loss which the township, or any property owner therein, may sustain by reason of any act, or failure to act, on the part of the city. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Act 170 of 1964, Act 7, or otherwise.

8. It is further understood and agreed that if the city shall be unable to perform, or be impaired in performing its covenants herein, because of a strike or other labor trouble, fire, tornado, flood, embargo, shortage of equipment, material or labor, preparation for war, insurrection, civil commotion, governmental regulation (other than by the CITY OF ST. JOHNS) or other act of God, or cause beyond the control of the city, such non-performance or impaired performance shall not impose any liability or responsibility whatsoever upon the city, nor shall such condition void this agreement.

9. In consideration of the agreements herein contained and of the services to be rendered by the city, Bengal township agrees to pay the **CITY OF ST. JOHNS** the annual sum of **FIVE THOUSAND EIGHT HUNDRED (\$5,800.00) DOLLARS**, said

sum to be paid quarterly, one-quarter thereof, **FOURTEEN HUNDRED FIFTY (\$1,450.00) DOLLARS**, on July 1, 2022, October 1, 2022, January 1, 2023, and April 1, 2023. Additionally, the township will pay for each fire run as follows: **\$1,000.00 (one thousand dollars)** for the first two hours of fire suppression service and **\$500 (five hundred dollars)** for each hour thereafter.

The city shall bill the township for each quarterly installment as above set forth, which statement shall be paid within thirty (30) days after receipt of such billing. The city shall additionally bill the township following each fire run, which payment shall be made to the city by the township within thirty (30) days of billing.

10. It is further understood and agreed that in cases of rescue runs, pursuant to the conditions set forth above, the within contract shall have no effect, nor impose any obligation on behalf of the city, for the cost or expenses of any duly authorized ambulance service called in conjunction with the rescue run. The cost of such ambulance service in conjunction with the rescue run shall be as billed by the ambulance service to the individual or entity being served by the ambulance service.

11. **This is a one-year contract which will renew automatically for succeeding four year terms.** Other than due to expiration of the agreement as provided above, this agreement may not be terminated except by the express written agreement of either party.

12. At any point during the term of this agreement, either party may, upon provision of a minimum of four (4) months written advance notice to the other party as specified below, terminate this agreement. In the event of such notice, the city shall continue to provide the services specified in this agreement up to and through the specified date of termination. Beyond any such specified date of termination, the city shall have no obligation to provide, nor any liability from not providing, the services specified in this agreement. The township shall be responsible in the event of such termination for the payment of services provided up to and through the date of termination of services on a daily pro-rated basis of the annual fee noted above. The city shall bill the township for this amount, which shall be due and payable no later than thirty (30) days beyond the date of the termination of services. Any refund that may be due the township shall be handled in a like manner.

13. Notices provided for in this agreement, including early termination pursuant to paragraph 13, shall be by certified mail to the addresses provided herein, as may be updated from time to time upon written notice to the other party. Notices shall be sent to the city manager and city clerk, if from the township, and to the Supervisor and township clerk, if from the city.

14. Upon default, including nonpayment of any payments due under this Agreement, the non-defaulting party may pursue any and all remedies provided by law or equity. The prevailing party in any action to enforce this Agreement or to obtain legal or

equitable relief for a default under this Agreement shall be entitled to recover its attorney fees and costs from the other party. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

15. General Provisions.

- (a) Governing Law. This Agreement shall be interpreted under the laws of the State of Michigan.
- (b) Assignment. Neither party may assign this Agreement, or the rights hereunder, without the prior written consent of the other party.
- (c) Entire Agreement. This Agreement sets forth the entire agreement between the township and the city with respect to the subject matter of this Agreement.
- (d) Modification. This Agreement may not be modified or amended except by a written Agreement signed on behalf of the township and the city.
- (e) City employees shall not be deemed to be employees of township, and township employees shall not be deemed employees of city. Nothing in this Agreement shall be construed to create a contract for employment under any circumstance.

- (f) The Parties shall maintain general liability insurance for the term of this Agreement and any extensions thereof.
- (g) To the fullest extent permitted by law, the Parties agree to hold each other harmless against any claims brought or actions filed against either party for injury to, death of, or damage to the property of any persons arising from the fire services provided under this Agreement.
- (h) This is an agreement for services. The Parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint authority, joint venture, or joint enterprise between the parties outside of their authority to contract for services pursuant to Act 7.
- (i) If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstance shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever and this Agreement shall otherwise remain in full force and effect.

- (j) No person or entity, apart from city and township as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.
- (k) Validity. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.



**CITY OF ST. JOHNS**  
A Municipal Corporation  
P.O. Box 477  
St. Johns, Michigan 48879-0477  
(989) 224-8944

Signed: \_\_\_\_\_, 2022

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**ERIC HUFNAGEL, Mayor**

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**MINDY J. SEAVEY, Clerk**

**BENGAL TOWNSHIP**  
A Body Corporate

Signed: \_\_\_\_\_, 2022

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**NICHOLAS McDONALD, Supervisor**  
6040 West Walker Rd  
St. Johns, Michigan 48879  
(517) 819-6127

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**SHARON BASSETTE, Clerk**  
800 South US 27, #124  
St. Johns, Michigan 48879  
(989) 640-4750



# AGENDA

## CONFIRMATION

Lansing State Journal  
300 S Washington Square, Ste 300  
Lansing MI, 48933

CITY OF ST JOHNS/LEGALS  
PO BOX 477  
SAINT JOHNS MI 48879-

PO#:

<u>Account</u>	<u>AD#</u>	<u>Ordered By</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
LSJ-L08041	0005300418	Mindy Seavey	\$0.00	\$58.00	Invoice	\$0.00	\$58.00

Sales Rep: jharris2

Order Taker: jharris2

Order Created 06/14/2022

Product	Placement	Class	# Ins	Start Date	End Date
LSJ-LSJ-Clinton County News	LSJ-Public Notices	Legal Notices	1	06/19/2022	06/19/2022
LSJ-LSJ-Lansing State Journal C	LSJW-Public Notices	Legal Notices	7	06/19/2022	06/25/2022

\* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 06/14/2022

NOTICE  
ST JOHNS CITY COMMISSION  
ORDINANCE #670  
Notice is hereby given that the St. Johns City Commission will consider Ordinance #670 at a regular meeting held on Monday, June 27, 2022 at 6:00 p.m., Room #2200 (2nd Floor) of the Courthouse located at 100 E. State St., St. Johns, MI.  
1. Ord #670 - An Ordinance to Require Registration, Inspection, and Certification of Residential Rental Properties in the City of St. Johns  
A copy of the complete text of the proposed ordinances can be reviewed or obtained through the St. Johns City Clerk's Office, 100 E. State St., Suite 1100, St. Johns MI 48879.  
Mindy J. Seavey, City Clerk  
NOTICE: People with disabilities needing accommodations for effective participation in the meeting should contact the City Clerk at (989) 224-8944 at least two (2) working days in advance of the meeting. An attempt will be made to make reasonable accommodations.  
CCN-5300418 06/19/2022

**City of St. Johns, Michigan  
Ordinance #670**

**An Ordinance to Require Registration, Inspection, and Certification of Residential Rental Properties in the City of St. Johns**

**The following Ordinance was moved by Commissioner \_\_\_\_ and supported by Commissioner \_\_\_\_ at a regularly scheduled public meeting on June 27, 2022:**

The St. Johns City Commission hereby enacts Ordinance No. 670, to be known as the “Rental Registration and Certification” Ordinance.

**SECTION 1. A New Ordinance 670 shall be adopted, containing the following language:**

- 1) **Title.** This Ordinance may be cited as the Rental Registration and Certification Ordinance of the City of St. Johns.
- 2) **Registration for Rental or Lease of Dwellings.** It shall be unlawful for an owner to rent or lease a dwelling for financial compensation, for any period of time, unless a registration certificate has been issued and maintained for the dwelling in the manner required by this chapter.
- 3) **Registration Procedures.** The City Commission shall establish, by resolution, the required fees for Registration, Certification, Inspection, Appeals, and other applications under this Ordinance, as well as the fines for non-compliance with this Ordinance. The City Commission shall also establish, by resolution, procedures and deadlines for initial Registration and Certification of Rental Dwelling Units under this Ordinance. The City Commission may establish a fee schedule that includes deadlines for Registration and/or Certification and higher fees or fines if those deadlines are not met.
  - a. **Notice to Non-100% PRE (Principal Residence Exemption) Residential Property Owners.** Prior to a date set by the City Commission by resolution, the City shall inform, in writing, the owners of all residential dwelling units that do not claim a 100% Principal Residence Exemption of the Rental Registration requirement.
  - b. **Application for Registration.** Following the written notice described in Subsection 3.a, any property owner renting or leasing a dwelling unit in exchange for financial compensation, for any period of time, shall be required to be registered. The City shall create a registration form and shall provide it to property owners upon request. The registration form, or another form to be included with the registration form, shall require such information as shall be determined by the public safety departments of the City. Once all required registration information is submitted for a given property, the property shall be placed on the Rental Registration List, which the City shall maintain.
  - c. **Inspection and Certification Requirement.** Prior to a date set by the City Commission by resolution, there shall be no inspection or certification requirement. All registration applications prior to that date shall be approved by the City, with the dwelling units listed in the application added to the Rental Registration List. After the date set by City Commission, all registered rental dwelling units must be in Good Standing under the Rental Inspection and Certification Program described in Subsection 4 in order to house tenants for any period of time.

- d. **Conversion from Owner-Occupied to Rental.** No owner-occupied dwelling unit shall be rented or leased for financial compensation for any period of time until the following requirements have been met.
    - i. The Rental Registration Application must be submitted and the dwelling unit must be added to the Rental Registration List.
    - ii. The Principal Residence Exemption for the dwelling unit must be voided by the City Assessor.
    - iii. An Inspection as described in Subsection 3.b.iii must occur, and the dwelling must be Certified by the Inspector.
    - iv. All required fees must be paid.
  - e. **Newly Created Rental Dwelling Units.** When a dwelling unit is newly constructed, or created through renovation, the City shall register the unit as a rental at the time of the issuance of a Certificate of Occupancy, unless the property owner submits a Principal Residence Exemption claim to the City Assessor. There shall be no fee for registering a newly created dwelling unit, provided that all required Zoning and Building Fees have been paid.
  - f. **Removal from Rental Registration List.** If a property owner is approved for a Principal Residence Exemption, or otherwise demonstrates to the City that the dwelling unit is not being rented or leased, and is not being marketed for rental or lease (for any period of time), the property shall be removed from the Rental Registration List.
- 4) **Rental Inspection and Certification Program.** Beginning on a date to be set by the City Commission by resolution, it shall be unlawful for an owner to rent or lease a dwelling for financial compensation unless the dwelling unit is in “Good Standing” under the Rental Inspection and Certification program, as described below.
- a. **Good Standing.** A dwelling unit shall be considered in “Good Standing” if it meets the following criteria:
    - i. A registration application has been submitted to the City and the dwelling unit is included on the Rental Registration List described in Subsection 3.
    - ii. The dwelling unit was Certified following an inspection of the building it is located within by the City, as described in Subsection 3.c-d within the previous three calendar years OR the building the dwelling unit is located within is scheduled for its first inspection under the Rental Inspection and Certification Program within the coming three calendar years.
    - iii. All required fees have been paid.

- b. **Inspection Requirement.** The owners of all dwelling units listed in the Rental Registration List shall make their dwellings available for inspections by the City once in every third calendar year.
- i. After a date to be set by the City Commission by resolution, the City shall divide the buildings containing dwelling units on the Rental Registration List into three Groups, and shall notify property owners of the Group each building has been assigned to.
    1. Group 1 shall be inspected in a year to be established by the City Commission by resolution, and each subsequent third year, for as long as any dwelling units in the building remain on the Rental Registration List.
    2. Group 2 shall be inspected in the year after Group 1, and each subsequent third year, for as long as any dwelling units in the building remain on the Rental Registration List.
    3. Group 3 shall be inspected the year after Group 2, and each subsequent third year, for as long as any dwelling units in the building remain on the Rental Registration List.
  - ii. Newly created residential buildings containing dwelling units shall be added to the Group that will be inspected in the third calendar year following the issuance of their Certificate of Occupancy.
  - iii. Fully or partially owner-occupied buildings that are converted to rentals shall be subject to the requirements of Subsection 3.e and must be inspected and certified prior to any tenants occupying the dwelling unit. Once certified, the buildings shall be added to the Group that was inspected in the calendar year that it was certified, and shall be inspected in each subsequent third year.
  - iv. **Number of Units Inspected Per Building.** For each building to be certified, the following number of units shall be inspected during each regularly scheduled inspection. When calculating the required number of units, fractional units shall always be rounded up. The Inspector shall choose the units to inspect at random, and shall not inform the property owner in advance which units will be chosen for inspection. Additionally, if the building contains a basement dwelling unit, the basement dwelling unit must be one of the units inspected during every regularly scheduled inspection of the building.
    1. **Buildings with 4 or Fewer Units:** All units in the building.
    2. **Buildings with 5-10 Units:** 50% of the units in the building, minimum of 4 units.

3. **Buildings with 11 or More Units:** 25% of the units in the building, minimum of 5 units.
- v. **Complaint-Based Supplemental Inspections.** A tenant may request a supplemental inspection of their unit at any time. In the event of a request for a supplemental inspection, the inspection shall take place within 60 days using the process and criteria described in Subsections c and d.
  1. Only the unit of the tenant making the request shall be inspected.
  2. If the unit passes the inspection, then the property owner shall be refunded 50% of the inspection fee.
  3. The regularly scheduled inspections on the three year cycle described in Subsection b.i shall be unaffected by a request for a supplemental inspection.
- c. **Certification Criteria.** The Planning Commission shall develop and adopt a list of inspection criteria. The list shall include “Life Safety” requirements that directly impact the life, safety, and welfare of the tenants, and “Quality of Life” requirements that do not impact safety, but are important for the comfortable enjoyment of the unit by the tenant. In order to be Certified, a unit must comply with all Life Safety requirements, and at least 80% of the Quality of Life requirements. The Planning Commission shall review the inspection criteria on an annual basis and make adjustments to the list as necessary.
- d. **Rental Certification Determination and Outcome.**
  - i. **Good Standing.** If all of the Life Safety criteria and 80% of the Quality of Life criteria are met, in the opinion of the inspector, the City shall issue a Rental Certification Certificate to the building and shall designate the building as in “Good Standing” on the Rental Registration List. The criteria shall not be cumulative among units, but shall apply to each unit individually.
  - ii. **Failure to Meet Criteria.** If ANY of the Life Safety criteria OR more than 20% of the Quality of Life criteria, are not met, in the opinion of the inspector, for any inspected dwelling unit, the inspector shall instruct the owner to make the necessary improvement within 7 days (for Life Safety issues) or 30 days (for Quality of Life issues). The property owner may choose which Quality of Life improvements to make to bring the unit up to 80% compliance. If the inspector determines that the work may reasonably take longer than that, the inspector may designate a different deadline. The inspector shall schedule a re-inspection on or soon after the deadline. If the improvements are made by the deadline, the City shall issue the Rental Certification Certificate and designate the building as in “Good Standing” on the Rental Registration List.



- iii. **Failure to Meet Improvement Deadline.** If required improvements are not made by the deadline designated by the inspector, then the owner of the property shall be fined an amount to be set by the City Commission by resolution, and a new deadline shall be set for completion of the improvements. If that deadline is also missed, the owner of the property shall be fined double the amount of the first fine, a new deadline shall be set, and the City Attorney may begin proceedings to remove the tenants. Any further missed deadlines shall result in a fine of four times the amount of the first fine.
- e. **Appeals.** If an inspection requires improvements, the property owner may, within 21 days of receiving the inspection report, appeal the inspector's determination to the Planning Commission.
  - i. The fee for the appeal shall be set by the City Commission by resolution.
  - ii. Filing the appeal shall stay any deadline imposed by the inspector until after the Planning Commission hearing.
  - iii. The Planning Commission hearing shall take place no more than 60 days after the appeal is filed with the City.
  - iv. The Planning Commission shall hear evidence from both the inspector and the property owner, and shall either determine that the inspector's required improvement to the property is not necessary, or shall order the improvement completed, setting a new deadline under Subsection 3.d.ii.. In order for the Planning Commission to determine that an improvement is not necessary, both of the following criteria must be met:
    - 1. The existing condition of the dwelling unit does not threaten the life, health, or safety of the tenant.
    - 2. The improvement is not possible due to historic preservation requirements, potential damage to other parts of the unit or other dwelling units, or potential long term deterioration of the unit due to the impacts of the required improvement.
  - v. The outcome of re-inspection of a unit to determine if improvements required by an inspector or the Planning Commission have been satisfactorily completed may not be appealed to the Planning Commission. The ordered improvements must be completed to the satisfaction of the inspector.
  - vi. A determination by the Planning Commission that an improvement is not necessary shall not exempt the unit from the requirement to comply with that improvement at the next regularly scheduled inspection. However, the Planning Commission ruling shall exempt the

unit from the requirement during any Supplemental Inspections.

**SECTION 2. Repealer Clause**

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**SECTION 3. Savings Clause**

This Ordinance shall in no manner affect pending litigation, either civil or criminal, founded or growing out of any Ordinance, Resolution, Order or parts hereof, hereby repealed, and this Ordinance shall in no manner affect any rights, claims, privileges, immunities or causes of action of the City, or other person, either criminal or civil, that may have already occurred, accrued or grown out of any Ordinance, Resolution, Order or policy, or any part thereof, hereby repealed.

**SECTION 4. Validity and Severability**

Should any portion of this Ordinance be found invalid for any reason, such a holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

**SECTION 5. Effective Date**

This Ordinance shall be effective seven (7) days from and after its adoption by the City of St. Johns City Commission and after its publication.

YEAS:

NAYS:

ABSENT:

THE ORDINANCE WAS DECLARED ADOPTED.

\_\_\_\_\_  
Eric Hufnagel, Mayor

\_\_\_\_\_  
Mindy J. Seavey, City Clerk

I hereby certify the above Ordinance was published in the Clinton County News on the  
\_\_\_ day of \_\_\_, 2022.

\_\_\_\_\_  
Mindy J. Seavey, City Clerk



# **RENTAL HOUSING INSPECTION CHECKLIST** **(BASIC REQUIREMENTS FOR CERTIFICATE OF COMPLIANCE)** **(INFORMALLY APPROVED BY PLANNING COMMISSION 5-11-22)**

INSPECTION STANDARD	LIFE SAFETY	QUALITY OF LIFE
ALL ROOMS		
The unit is free of any exposed wiring	X	
All of the electrical and switch covers are present, secure, and free from cracks		X
At least one (1) window per bedroom shall be easily openable and capable of being held in position by window hardware.	X	
All windows shall be kept in sound condition, good repair, and weather tight. Glazing materials shall be maintained free from cracks and holes. Every window other than a fixed window, shall be easily openable and capable of being held in position by window hardware.		X
All windows on the ground level shall be provided with locks sufficient to provide security for the occupants and property within.		X
Doors or hatchways on the ground level shall be provided with locks sufficient to provide security for the occupants and property within.		X
All ceilings are sound and intact, and free from structural damage. Cracked or loose plaster, decayed wood or other defective surface condition shall be corrected.		X
All floors are sound, intact, and free from trip hazards or holes. Decayed wood or other defective surface condition shall be corrected.		X

All walls are sound, intact, and free from structure damage. Cracked or loose plaster, decayed wood or other defective surface condition shall be corrected.		X
All closet doors are hung properly so that they do not fall. and have the proper hardware.		X
All rooms are free of inadequate maintenance, dilapidation, decay, damage, faulty construction, mold (not mildew) growth, or other condition that renders the room likely to cause injury or disease.	X	
GENERAL REQUIREMENTS		
A working smoke detector is installed on each level of the dwelling unit and in each bedroom	X	
When gas-fired appliances are used, carbon monoxide detectors are installed on each level of the dwelling unit	X	
Dwelling units are free of pests, insects, rodents, and vermin.	X	
Dwelling units are free from the accumulation of garbage and debris.		X
A handrail needs to be present when there are four (4) or more risers on the exterior or interior of the unit.	X	
Guardrail openings must be 4" or less and are required where stairs or a drop is greater than 30".		X
All stairwells (interior and exterior) must be free from loose, broken, or missing steps. Stairwells will be reviewed for visual evidence of structural failure or lack of structural integrity. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.	X	
The dwelling unit is free from air pollutants (mold, sewer gas, natural gas, etc.)	X	

All inoperable appliances have been removed from the dwelling unit		X
All elevators have up-to-date certifications	X	
A safe, continuous, and unobstructed path of egress exists from any point in a building to the public way.	X	
Indoor storage is safe and sanitary; does not block doors, windows, or stairways.		X
No flammable liquids, such as gasoline or propane, are stored inside.	X	
All utilities (water, gas, electric) are turned on. If they are not, the landlord must provide proof that the utilities are not included in the lease, and that the tenant has been made aware, in writing, that they are responsible for those costs.	X	
All units must be connected to the public sanitary sewer and water service in accordance with city standards	X	
KITCHEN		
The kitchen must have proper ventilation (hood vent or operable window), sufficiently close to the stove and oven to release steam and smoke out of the room.		X
All kitchen appliances provided by the landlord must function properly		X

All basement bedrooms have at least one form of egress AND one emergency escape window with minimum dimensions of 20 inches by 24 inches	X	
The kitchen sink has sufficient plumbing connections to provide hot and cold running water, are free of leaks, and drain		X
HEATING EQUIPMENT/AIR CONDITIONING		
All heating equipment is capable of maintaining 68 degrees without the use of space heaters	X	
The unit is free from unvented fuel burning space heaters or any other unsafe heating conditions		X
All window air conditioning units are secure	X	
All vents and ductwork are installed and maintained in working order, free from obstructions, leaks, or defects		X
If the furnace is located in a closet, the doors need to be vented.		X
BATHROOMS		
The toilet operates, is secure to the floor, and free of leaks		X
The sink, washbasin, and shower must have sufficient plumbing connections to provide hot and cold running water, be free of leaks, and drain		X
Every bathroom must have proper ventilation (fan or operable window).		X
All plumbing must be sealed		X
All plumbing fixtures must be installed and maintained in working order, free from obstructions, leaks, or defects. Volume and water pressure sufficient for the intended use of the fixture must be supplied to ensure proper function of these fixtures.		X

All toilets must have lids		X
Basement toilets must be properly vented to the outside and enclosed for privacy		X
All faucet fixtures must be in working condition		X
WATER HEATER		
The unit is equipped with (or connected to) a water heater that provides hot water to the unit.		
The water heater and associated piping is free from leaks.	X	
The pressure relief valve is free from leaks and has a discharge pipe that extends approximately six inches from the floor		X
All flame shields (cover plates) are in place and properly installed	X	
The flue pipe is installed and properly sealed		X
LAUNDRY ROOM		
The dryer is installed and vented per manufacturer specifications. If manufacturer specifications are not available, the inspector shall use their best judgement regarding installation procedures.	X	
The laundry area is free of accumulation of lint and debris sufficient to cause a fire hazard.		X
EXTERIOR OF BUILDING		
Private electric service lines are free from hazards (i.e. tree limbs)	Checked but not used for Life Safety or Quality of Life determination	
All exterior vents must have operable vent hoods free from debris or damage		X
All gutters and downspouts are functional and secured		X

**City of St. Johns, Michigan  
Resolution – June 27, 2022  
#12-2022**

**A Resolution to Establish the Procedures, Fines, Fees, and Deadlines for the Rental Registration and Certification Program established under Ordinance No. 670.**

The St. Johns City Commission hereby enacts the following resolution:

**SECTION 1. The following procedures, fines, and fees and deadlines shall apply to the Rental Registration and Certification Program established under Ordinance No. 670.**

- 1) **Notice to Non-100% PRE Residential Property Owners.** Within 90 days following the adoption of Ordinance No. 670, the City shall inform, in writing, the owners of all residential dwelling units that do not claim a 100% Principal Residence Exemption of the Rental Registration requirement.
- 2) **Application for Registration.** The City shall create a registration form and shall provide it to property owners upon request. The application form shall require the following information.
  - i. Address of the Property
  - ii. Property ID Number
  - iii. Number of Dwelling Units on the Property
  - iv. Address, Phone Number, and Email Address for the Property Owner
  - v. Address, Phone Number, and Email Address for the primary property manager, if different from the owner.
  - vi. Signature of the Owner
- 3) **Inspection and Certification Requirement.** Prior to October 1, 2022, there shall be no inspection or certification requirement to register under Ordinance No. 670. All registration applications prior to that date shall be approved by the City, with the dwelling units listed in the application added to the Rental Registration List described in Ordinance No. 670. After September 30, 2022, all registered rental dwelling units must be in Good Standing under the Rental Inspection and Certification Program described in Ordinance No. 670 in order to house tenants for any period of time.
- 4) **Registration Deadlines and Fee Schedule.**
  - a. Registration shall begin on August 1, 2022.
  - b. From August 1, 2022 to September 30, 2022, there shall be no fee to register a dwelling unit that existed and was rented or leased for financial compensation prior to August 1, 2022.
  - c. After September 30, 2022, there shall be a \$300 fee to register a dwelling unit.
  - d. Once a dwelling unit is registered, the owner shall not be required to register again, and shall not be required to pay additional registration fees, provided that the dwelling unit remains in Good Standing under the Rental Inspection and Certification Program described in Ordinance No. 670. Fees for Inspection and Certification shall apply as described in Subsection 8.



- 5) **Rental Inspection and Certification Program Start Date.** Beginning on August 1, 2022, it shall be unlawful for an owner to rent or lease a dwelling for financial compensation unless the dwelling unit is in “Good Standing” under the Rental Inspection and Certification program, as described in Ordinance No. 670.
- 6) **Inspection Schedule.** The owners of all dwelling units listed in the Rental Registration List shall make their dwellings available for inspections by the City once in every third calendar year. After September 30, 2022, the City shall divide the buildings containing dwelling units on the Rental Registration List into three Groups, and shall notify property owners of the Group each building has been assigned to.
- a. Group 1 shall be inspected in 2022, 2025, 2028, and each subsequent third year, for as long as any dwelling units in the building remain on the Rental Registration List.
  - b. Group 2 shall be inspected in 2023, 2026, 2029, and each subsequent third year, for as long as any dwelling units in the building remain on the Rental Registration List.
  - c. Group 3 shall be inspected in 2024, 2027, 2030, and each subsequent third year, for as long as any dwelling units in the building remain on the Rental Registration List.
  - d. Newly created residential buildings containing dwelling units shall be added to the Group that will be inspected in the third calendar year following the issuance of their Certificate of Occupancy.
  - e. Fully or partially owner-occupied buildings that are converted to rentals shall be subject to the requirements must be inspected and certified prior to any tenants occupying the dwelling unit. Once certified, the buildings shall be added to the Group that was inspected in the calendar year that it was certified, and shall be inspected in each subsequent third year.
- 7) **Failure to Meet Improvement Deadline.** If required improvements are not made by the deadline designated by the inspector, then the owner of the property shall be fined \$1,000, and a new deadline shall be set for completion of the improvements. If that deadline is also missed, the owner of the property shall be fined \$2,000, a new deadline shall be set, and the City Attorney may begin proceedings to remove the tenants. Any further missed deadlines shall result in a fine of \$4,000.
- 8) **Fee Schedule for Inspections and Certifications.** The following fees shall be required at the time of inspection for all buildings. No Rental Certification Certificate shall be issued unless all required fees have been paid.
- a. First Inspection: \$175 per dwelling unit inspected.
  - b. Re-Inspections (as necessary under Ordinance No. 670): \$50 per re-inspection

9) **Fee for Appeals.** The fee for an appeal as described in Ordinance No. 670 shall be \$500.

10) **Revisions.** The provisions of this resolution may be altered by a subsequent resolution of the City Commission.

**SECTION 2. Effective Date**

This Resolution shall be effective on the same date as Ordinance No. 670.

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Eric Hufnagel, Mayor

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Mindy Seavey, City Clerk

**Chief**  
Jordan Whitford

## ST. JOHNS FIRE DEPARTMENT

109 E. State Street  
P.O. Box 477  
St. Johns, MI 48879

**Deputy Chief**  
John Kochensparger

**Assistant Chief**  
Mark Wineland



**Phone**  
989-224-2151  
**Fax**  
989-224-8893

**To:** City Commission and Dave Kudwa, City Manager  
**From:** Jordan Whitford, Fire Chief  
**Date:** June 22, 2022  
**Subject:** New Engine Purchase

Following commission approval in December a committee was formed to begin the design process for the new engine. This process first began with internal meetings and brainstorming to determine what our primary needs were for this new engine. After many meetings a list was created with items, we felt needed to be included on this truck in order for it to serve to its fullest compacity. We then conducted meetings and conversations with four manufactures and began the development of specifications and drawings. Each manufacture provided a detailed drawing and specification of the apparatus they would be providing. Based of our review of each specification, we then determined which specification we felt fit our needs best and submitted that to the other three manufactures for formal bids. Following the formal bid opening held on June 14<sup>th</sup>, the following three bids were received.

<b>Quotes:</b>	<b>Spencer</b>	<b>\$662,489.00</b>
	<b>Sutphen</b>	<b>\$675,605.27</b>
	<b>Pierce</b>	<b>\$737,682.00</b>

The committee thoroughly reviewed each bid and set of specifications to confirm that each one met our needs and requirements for the apparatus. Upon bid review it was collectively decided that Spencer would be our recommendation to proceed with the build of the new engine. Spencer was able to meet the set of specifications, length restriction, had the most appealing build time, and was low bid. Spencer also built our 2016 pumper tanker and is a Michigan company located in South Haven, MI.

Recommendation: City commission approves the purchase of a new pumper from Spencer in the amount of \$662,489.00 and authorizes the city manager to sign the attached contract once the city attorney's review is complete. The city treasurer will be following this recommendation with proposed financing proposal.



# CONTRACT

## ST. JOHNS FIRE DEPARTMENT

### CUSTOM PUMPER

THIS AGREEMENT is made between **SPENCER MANUFACTURING, INC.**, 165 Veterans Blvd., South Haven, MI 49090 ("COMPANY") and the **ST. JOHNS FIRE DEPARTMENT** ("Buyer").

- (1) THE COMPANY agrees to sell and the BUYER agrees to purchase one (1) Spencer **CUSTOM PUMPER** Apparatus as described in the COMPANY'S Proposal, all in accordance with the terms and conditions of the Agreement.
- (2) The finished apparatus shall be delivered from our factory and delivered by factory personnel to the authorized representative of the department.
- (3) BUYER AGREES to pay a CONTRACT PRICE **\$662,489.00** for one (1) Spencer **CUSTOM PUMPER** Apparatus.

CONTRACT PRICE:	\$662,489.00
LESS 2% PREPAY DISCOUNT + 1% PERFORMANCE BOND:	(\$6,625.00)
BALANCE DUE WITHIN 15 DAYS OF CONTRACT SIGNING:	\$655,864.00

Delivery will be within **435** days after pre-construction change order approval.  
Lead time may vary due to supply chain issues that are beyond our control.

NOTE - Other changes or equipment additions will be invoiced OR credited separately upon completion and delivery. Unless otherwise specified, the Purchase Price is exclusive of all Federal, State, and Local Taxes of any nature. BUYER AGREES that the terms of final payment, unless otherwise specified, shall be cash due upon delivery (COD) and acceptance, South Haven, Michigan 49090

(4) THIS AGREEMENT, including the bid specifications, change orders and general terms and conditions, constitutes the entire understanding between the parties relating to the subject matter contained herein, and merges all prior discussions and agreements. NO agent or representative of the company has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of the agreement, including its attachments and exhibits, must be in writing, signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each. (Complete **BOLD** items below.)

**BUYER: ST. JOHNS FIRE DEPARTMENT**

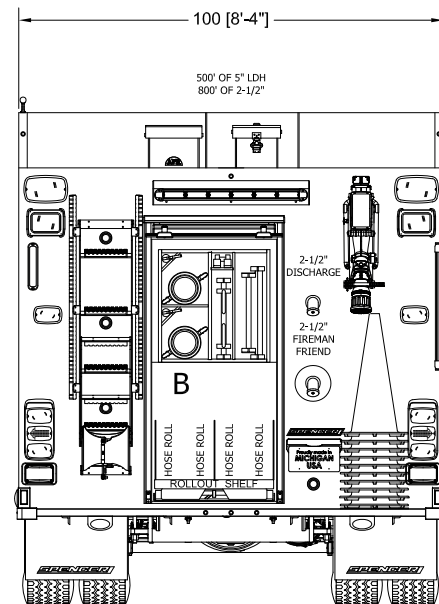
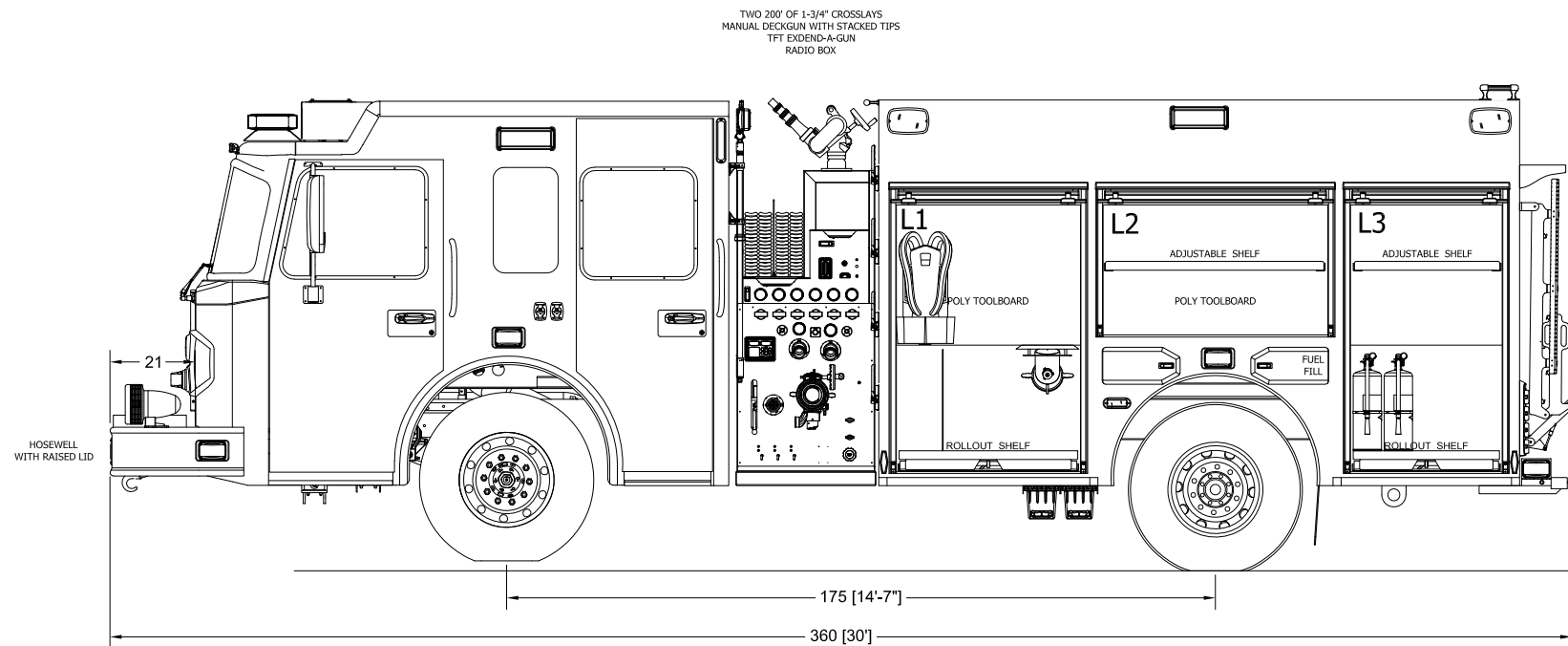
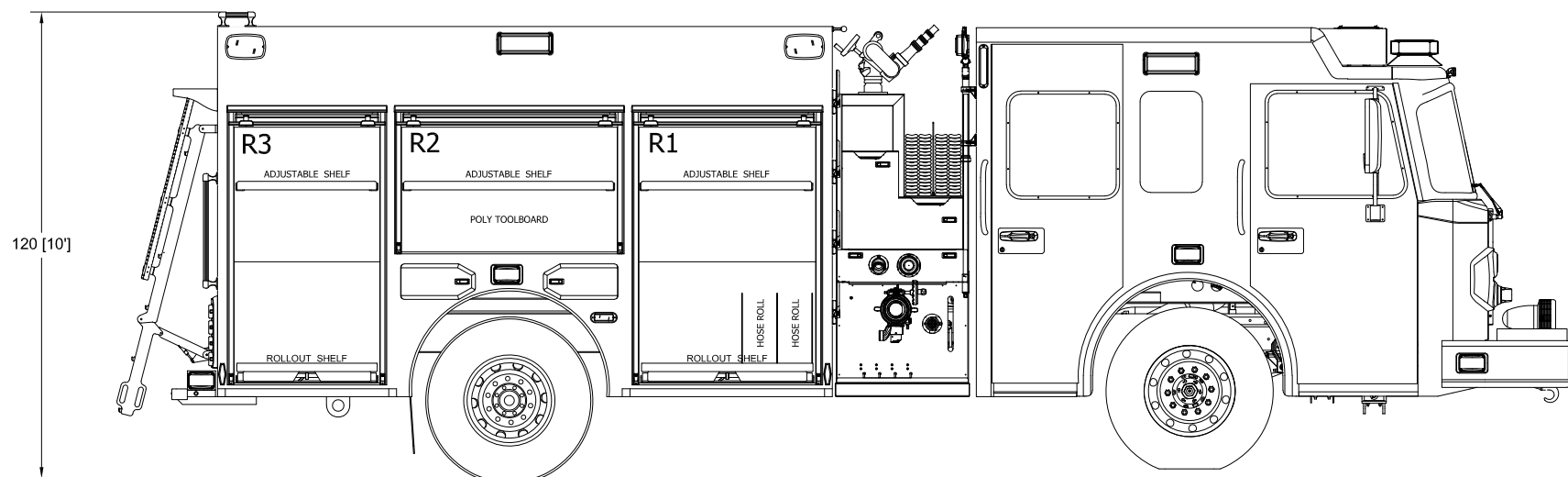
By: \_\_\_\_\_  
SIGNATURE TITLE

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

**COMPANY: SPENCER MANUFACTURING, INC.**

By: \_\_\_\_\_  
SIGNATURE GRANT SPENCER, PRESIDENT

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



ST JOHNS

CHASSIS: SPARTAN METROSTAR MFD 10"

PUMP:	HALE QMAX XS 1500 GPM
-------	-----------------------

TANK: POLY 1000 GALLON W/ 20 GALLONS FOAM

BODY:	SOLID-POLY
-------	------------

COMPARTMENT DOORS: ROM ALUMINUM WITH LED STRIP LIGHTING
GROUND LADDERS AND EQUIPMENT

LADDER:	1 - 20' 2 SECTION ALUMINUM
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LADDER:	1 - 12' ROOF ALUMINUM
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LADDER:	1 - 10' ATTIC ALUMINUM
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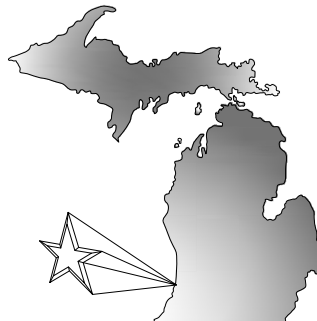
PIKE POLE:  
1 - 8' FIBERGLASS 1 - 6' FIBERGLASS

SUCTION HOSE: 2 - 10' HARD 6"

COMPARTMENTS					
OVERALL				DOOR OPENING	
	WIDTH	HEIGHT	DEPTH	WIDTH	HEIGHT
L1	48	70	16/26	45	66
L2	58	36	16	55	32
L3	40	70	16/26	37	66
B	30	66	26/14	27	62
R1	48	70	16/26	45	66
R2	58	36	16	55	32
R3	40	70	16/26	37	66

ADDITIONAL EQUIPMENT	
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
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DATE:  
03-30-2022

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NOTE: DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE AS NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN. THIS DRAWING IS FOR REFERENCE PURPOSES ONLY. SOME ITEMS MAY OR MAY NOT BE SHOWN ON THE DRAWING AND ITEMS SHOWN MAY OR MAY NOT BE INCLUDED IN THE SPECIFICATIONS. THE FINAL SPECIFICATIONS SHALL SUPERCEDE ALL OTHER DOCUMENTATION. ALSO ANY UNSPECIFIED EQUIPMENT SUCH AS DECK GUNS WILL NOT BE INCLUDED IN THE OVERALL HEIGHT AND MAY INCREASE THE OVERALL DIMENSIONS OF THE VEHICLE.

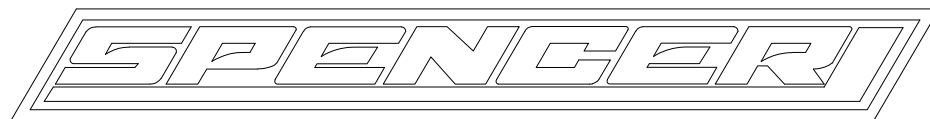
# BID DRAWING

#### APPROVAL SIGNATURES

DATE	FIRE CHIEF
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DATE	SALES
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DATE	PRODUCTION
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June 22, 2022

**VIA E-MAIL: kkinde@stjohnsmich.com**

Kristina Kinde, Treasurer/Finance Director  
City of St. Johns, Michigan  
100 East State Street, Suite #1100  
St. Johns, Michigan 48879-0477

Dear Kristina:

I am pleased to provide the following quote for City of St. Johns for the financing of a new fire apparatus. This quote is valid for 14 days and is subject to credit review and proper documentation.

Equipment Cost (Approximate):	\$655,864.00
Down Payment:	\$0.00
Financed Amount:	\$655,864.00
Payment Frequency:	Annual, in arrears (first payment due one year from lease date)
Term:	10-years      15-years
Rate*:	3.89%      4.14%
Payment*:	\$80,419.90      \$59,568.05
Factor^:	.12262      .09082

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

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

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

I have attached an application that must be completed in order to proceed with the credit process. In addition, we will need copies of the City's last 2-years of audited financial statements, along with a copy of its current interim financial statement. Once these items are gathered, please fax all of the information to 866-2-FAX-APP (866-232-9277) or e-mail to markz@taxexemptleasing.com.

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 847-247-0771.

Kind Regards,

Mark M. Zaslavsky  
President

**CITY OF ST. JOHNS  
RESOLUTION #13-2022**

A RESOLUTION TO ESTABLISH A COMMITMENT TO SECURE FINANCING FOR A NEW FIRE TRUCK, AND TO  
DESIGNATE AN AGENT (THE CITY MANAGER) TO EXECUTE ANY AND ALL LEGAL DOCUMENTS NECESSARY  
TO COMPLETE THE TRANSACTION.

At a regular meeting of the City Commissioners of the City of St. Johns, held on June 27, 2022 in the City  
of St. Johns, Clinton County, commencing at 6:00 p.m.;

Present:

Absent:

The following resolution was offered by Commissioner \_\_\_\_\_, and supported by  
Commissioner \_\_\_\_\_.

WHEREAS, the City of St. Johns ("City"), a governmental tax-exempt organization, is applying for  
financing of a Fire Truck through "Tax-Exempt Leasing Corp.";

WHEREAS, said leasing corporation requires a formal resolution from the public body/municipality that  
an agent for the City has been designated and has the authority to execute sales and financing  
documents to complete the sales transaction described above;

NOW, THEREFORE, BE IT RESOLVED THAT, the City formally authorizes this sales transaction and  
financing arrangement for the above-described equipment, and furthermore authorizes Jon Stoppels,  
City Manager, to act as agent on behalf of the City for the purpose of executing all necessary legal  
documents and agreements related to said financing and sale.

PRESENT:

NAYS:

ABSENT:

Resolution declared adopted on June 27, 2022.

\_\_\_\_\_  
Eric Hufnagel, Mayor

\_\_\_\_\_  
Mindy J. Seavey, City Clerk

CERTIFICATION

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 \_\_\_\_\_.

---

Mindy J. Seavey, City Clerk