

**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, July 25, 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 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 July 11, 2022
- b. Approval of Warrants  
-In the amount of \$500,878.26
- c. PSD/DDA Boards – Revision of Board Terms to Stagger Terms  
-The PSD/DDA recommends the city commission approve the PSD/DDA Boards as noted in order to stagger their terms.
- d. Renewal of Liability & Property Insurance  
-Staff recommends the city commission approve staying with the Michigan Municipal League for property and liability insurance coverage.

*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)*

- e. Fishbeck – Engineering Design for Tertiary Filter Improvement Plan  
-Staff recommends the city commission ratify the professional engineering services agreement from Fishbeck for a not to exceed fee of \$297,000.00 and authorize the mayor and clerk to sign.

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

**B. PUBLIC HEARINGS:**

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

1. Public comment - agenda & non-agenda items  
***(6:07 pm – 6:10 pm) Discussion only***
2. Justin Smith, Water Supervisor – Water Department Update  
***(6:10 pm – 6:15 pm) Discussion only***

**D. COMMUNICATIONS:**

**E. OLD BUSINESS:**

**F. NEW BUSINESS:**

1. Planning Commission Recommendations – 101 W. Cass Street and 101 W. McConnell Street Re-zoning  
***(6:15 pm – 6:25 pm) Action Item***  
*(Presenter: Dave Kudwa, City Manager)*
2. Resolution #17-2022 – a Resolution to Approve an Extension to Obsolete Property Rehabilitation Exemption Certificate #3-18-0016  
***(6:25 pm – 6:28 pm) Action Item***  
*(Presenter: Kristina Kinde, Treasurer)*
3. Commissioner Comments  
***(6:28 pm – 6:38 pm) Discussion only***

**G. ADJOURNMENT: ***(6:38 pm)*****

(Next Regular Meeting Scheduled for **Monday, August 8, 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**

**JULY 11, 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; Steve 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.

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

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 June 27, 2022 regular meeting 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 \$1,074,561.64.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

c. Approval of Merit Bonus

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Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission approve the merit bonus as presented.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

d. National Night Out 2022 Proclamation

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission adopt the National Night Out 2022 Proclamation and authorize the mayor and clerk to sign.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

e. Amendment to Agreement Core Business Technologies (EGov Strategies)

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission ratify the amendment with Core Business Strategies for website redesign 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.

City Manager Kudwa asked that item #2 – Resolution to Modify Board of Review Dates be added to the agenda.

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*

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*should be placed on the regular agenda. The remaining items and recommendations may be approved en masse:*

- a. Approval of Minutes
    - Regular meeting of June 27, 2022
  - b. Approval of Warrants
    - In the amount of \$1,074,561.64
    - Includes fiscal year end warrants of \$1,035,155.99 and current warrants of \$39,405.65.
  - c. Approval of Merit Bonus
    - Staff recommends that the city commission approve the merit bonus as presented.
  - d. National Night Out 2022 Proclamation
    - Staff recommends that the city commission adopt the National Night Out 2022 Proclamation and authorize the mayor and clerk to sign.
  - e. Amendment to Agreement Core Business Technologies (EGov Strategies)
    - Staff recommends that the city commission ratify the amendment with Core Business Strategies for website redesign 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. King Media – Coleen King & Laurie DeYoung
2. Resolution to Modify Board of Review Dates
3. Resolution to Approve Charter Amendment Ballot Language to Change the Meeting Requirements from Semi-Monthly to Monthly - #14-2022
4. Resolution to Approve Charter Amendment Ballot Language to Authorize the City to Levy a Millage for Sidewalk, Street, Curb and Gutter and Drainage Improvements - #15-2022
5. Wilson Center
6. MERS DB Adoption Agreement – Separation of Briggs District Library
7. Commissioner Comments

**G. ADJOURNMENT:**



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YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

## PUBLIC HEARINGS

### PERSONS WISHING TO PRESENT TESTIMONY

#### 1. Sara Morrison – Briggs District Library Annual Report

Sara Morrison, Director, was present. She discussed: staff changes; story walks; two free libraries: at Motz Park and in front of the library; 20 hotspots to circulate to residents; purchased four chrome books for patrons; BrainFuse – online tutoring platform; added Canopy – online video streaming platform; switched to Transparent Languages – saving over \$2500 per year by switching; August 15<sup>th</sup> switching operating platform; changing fee/fine structure - give everyone a clean slate on August 15<sup>th</sup>; increasing the number of programs they are offering; outreach programs; July 19<sup>th</sup> have a Caribbean Steel Drum performance; working on renovation project; working on raising funds for renovation; kids space will move to the warehouse space; 60 person meeting room; moving main entrance near where the bay window currently is; \$532,667 committed towards the project; and they were notified they received a \$65,000 grant.

Mayor Hufnagel asked about the strategic plan that was created in the past and asked how they are doing in meeting some of those goals?

Director Morrison said the big one was to become a district library and secure funding on a broader base. She discussed: more programs, more outreach, more marketing, and the facility renovation.

Commissioner Craig asked if the board is going to this year or next develop a final, new strategic plan.

Director Morrison said it is on her things to take to them. The plan expired last year and she will be talking to the board in August to schedule time to do one.

Commissioner Ruestman said it is definitely something they will think about. They were trying to survive during the pandemic. They use the strategic plan and follow it and they had a session to brainstorm to make sure we were in still alignment of what the plan was. She gave a shoutout to Sara, the pandemic was crazy and there was a lot to figure out and she did an amazing job. The staff really stepped up. She is learning how to be a grant writer now. She has put a ton of effort in.

2. Public Comment

Mayor Hufnagel asked if there was anyone present wishing to present testimony.

Henry Burkhardt was present. He was concerned about a reading class the library had. He said they crossed the line when they got a political activist group to run a program. He discussed critical race theory and gender theory. He said he got a chance to talk to Ms. Morrison. He said he thinks it was a bad move and is going to cause disruption in the community. It is going to maybe have repercussions if they have a millage. He asked what power does the city commission have.

Mayor Hufnagel said he can have a conversation with staff on that.

Gary Becker was present. He said he agrees with Dr. Burkhardt. He said it is such a touchy subject and he is not sure how you handle it anymore. At a certain point, to teach to 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> graders seems out of whack. He asked how commissioners feel.

Mayor Hufnagel said this is a public comment period. You can talk with individual commissioners outside of this meeting.

Tyler Barlage, 1020 Bills Lane, was present. He said he has been hearing things in the community in regards to this issue. He said there is so much we could unite on when it comes to the children's story hours. He discussed these issues that are divisive and splitting our community apart. He encouraged the library board to only allow story hours that are going to be uplifting.

Joel Cropsey, 600 N. Clinton, was present. He said he grew up with the library and he always appreciated the library. He said it is the only place of higher learning for adult education in St. Johns right now and it is a really important institution in our community. He said he does not want that to be a point of division. He said adults should be discussing those things and it is not appropriate to introduce children to those issues outside of their own parents. He urged the library and city commission to look into if there is something that will drive a wedge in this community.

Commissioner Ruestman said as a point of clarification, parents attended the program with their children and parents signed up and attended with their children.

Roberta Cocco was present. She said she wanted to echo Tyler, there are so many things in our community that we should promote. She said unity is a foundational skill. There are always preferences and the opportunity to disagree. She discussed agreement and respect.



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Ed Thelen, 110 W. Cass, was present. He encouraged public comment be allowed during New Business items. He said he does not know what we are going to talk about on the Wilson Center.

Mayor Hufnagel said they have opportunity at planning commission meetings and at public hearings.

COMMUNICATIONS

OLD BUSINESS

NEW BUSINESS

1. King Media – Coleen King & Laurie DeYoung

Coleen King, President and Founder of King Media, was present. She thanked the commission for the opportunity to work for City of St. Johns. She went through highlights: rental housing program, she liked it was opening up communication between the landlords and city, they try to do lighthearted things with humor mixed in; yard waste communication program: website flier, postcards, social media post and seasonal reminders; strategic communication and negative media, press release for new city manager, new police officer, website evaluation, upcoming projects: rental housing program launch; informational mailer, website content; street campaign: community engagement of 9 year investment you have already begun; phase 2 informational campaign on millage ballot; charter amendment communication – newsletter, press release, marketing and communications plan – 5 phase approach. She said she has owned the company for 23 years. Their foundation is research and that is critical to moving forward. They are going to hold strategy meetings with city staff and focus groups. She said she conducts every interview and focus group herself. She will conduct 2 days of personal interviews. She will work with you to identify people to interview. They will craft an online survey to the community. Then they take all the information and use the research as our foundation to move forward.

City Manager Kudwa thanked the city commission for the initiative. It has been a huge help for us as staff. We have a lot of fun with this; King Media is fun to work with. We have had a lot of sensitive issues that we have worked on.

Mayor Hufnagel said the original plan was to jump into the marketing and communications plan and then things shifted a little bit. He said he is glad we are moving forward with communications and marketing plan initiative.

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Commissioner Craig said this is excellent. He said we had two key personnel issues we had to deal with. This is really very timely and we need your services and expertise. This is going to be a great resource for us.

Ms. King thanked the commission for their kind words. She said she has an amazing team with a ton of depth and experience. When she looks at our region, Clinton County is paramount to the economic success and growth of our region.

Commissioner Kirschenbauer said we have a community social media page we take a lot of hits on. In MDOT, someone immediately responds to what is out there and it is managed. The St. Johns Community page has a lot of untruths. Is there anything you can do to help us respond to what is out there? A lot of people read it.

Ms. King said it is important for you to be part of the communication. We do look at it; two staff look at it almost every day. I have seen worse.

Mayor Hufnagel thanked Coleen for attending.

## 2. Resolution to adopt Alternate start Dates

City Manager Kudwa said the state sets our Board of Review dates for July and December. We need to have an alternate date. We need to pass, by resolution, for the assessor to set that date somewhere in that week.

Motion by Commissioner Craig seconded by Commissioner Ruestman that the city commission adopt resolution #16-2022 Resolution to Adopt Alternate Start Dates for July, 2022 and December, 2022 Board of Review.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer

NAY: None

Motion carried.

## 2. Resolution to Approve Charter Amendment Ballot Language to Change the Meeting Requirements from Semi-Monthly to Monthly - #14-2022

City Manager Kudwa said Clerk Seavey has been working with attorneys on language to modify our charter to only hold one meeting per month. We can hold special meetings when we want. For the most part, we have shifted and do a lot more committee work and the commissioners are part of the committee work. He said the attorney general has approved the language and with city commission approval, we will send it to the Governor.

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Attorney Anne Seurnyck said the resolution also moves the meeting time from 8:00 p.m. to 6:00 p.m. She said she wanted to make sure the commission understood the change.

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission adopt Resolution to Approve Charter Amendment Ballot Language to Change the Meeting Requirements from Semi-Monthly to Monthly - #14-2022.

Clerk Seavey called a roll call vote:

YEA: Craig

YEA: Kirschenbauer

YEA: Ruestman

YEA: Hufnagel

NAY: None

Motion carried.

Commissioner Ruestman left the meeting at 6:55 p.m.

4. Resolution to Approve Charter Amendment Ballot Language to Authorize the City to Levy a Millage for Sidewalk, Street, Curb and Gutter and Drainage Improvements - #15-2022

City Manager Kudwa thanked Mindy and Anne for the work they have done. He said the language has been approved by AG's office and if approved, will be sent to the Governor. We are coming to the end of our 5-year street program. He discussed park improvements, sidewalks, and parking areas. This will be a 6-year program so we can keep it on even years so we don't have to hold a special election. This will maintain the 3 mills. Our focus will lean more towards sidewalks and ramps.

There was a discussion of the street program.

Motion by Commissioner Craig seconded by Commissioner Kirschenbauer that the city commission adopt Resolution to Approve Charter Amendment Ballot Language to Authorize the City to Levy a Millage for Sidewalk, Street, Curb and Gutter and Drainage Improvements - #15-2022.

Clerk Seavey called a roll call vote:

YEA: Craig

YEA: Kirschenbauer

YEA: Hufnagel

NAY: None

Motion carried.

4. Wilson Center

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City Manager Kudwa said we are continuing our due diligence with the Wilson Center. He said the commission asked us to do a financial analysis. The planning commission on Wednesday is discussing the rezoning and parking. We wanted to present information on looking at the city's purchase of the gym, auditorium, and old offices for city offices. He said Treasurer Kinde has been working hard with Baker Tilley. We have 3 options: staying at this building, add onto the police department; or purchase at the Wilson Center.

Treasurer Kinde said she put together the financial analysis. Baker Tilley came up with scenarios for bonding. We worked with our assessors to come up with a value for the Wilson Center and the increases with improvements. She discussed her graph. The courthouse value is little over \$850,000; the value remains same today as 25 years from now. There is a \$14,000 decrease in value each year. She discussed the operating cost on the graph: green lines represent new city hall near police department; solid line represents cost analysis; \$35,000 per year for operating cost; blue represents condo at Wilson Center; \$40,000 per year in operating costs. If you look at solid lines, at 25 years our cost to stay at the courthouse will surpass the cost of moving to the Wilson Center. The asset values of moving continue to increase. Our asset value if we stay here decreases. She discussed taxes captured over 22 years for a Brownfield (city, county and schools). She discussed what we have as far as taxes for the Wilson Center. If we have a Brownfield, taxes would no longer go to the downtown district for that building.

There was a discussion on the financial analysis.

6. MERS DB Adoption Agreement – Separation of Briggs District Library

Treasurer Kinde said as a part of our MERS DB plan, the library has always been a part of that plan. On a monthly or quarterly basis, we bill the library. This is a separation agreement and they would have their own plan. When this plan was set up, the city was the backing source for funding. If there ever was a situation where the library couldn't make payments, we would be responsible. She said that is no different than it is now. She discussed the calculation that is done each year for the defined benefit liability.

Mayor Hufnagel said this is not something new that has developed.

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig that the city commission adopt MERS DB Adoption Agreement – Separation of Briggs District Library.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

6. Commissioner Comments

Commissioner Craig said he hopes the Wilson Center document can be provided to the public.

Treasurer Kinde said it is in the packet online.

Commissioner Craig said it is helpful for people to follow the charts. There are a lot of other steps that need to be done. Financially, you have made a very good case. He said he is glad they (Dymaxion) are in this community and have bought it. He said he appreciated all of the comments that the public made.

Commissioner Kirschenbauer said she was at the park and every facility was busy. It was very nice to see the families up there. Good job on the parks.

ADJOURNMENT

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

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

The meeting was adjourned at 7:20 p.m.

## Mindy Seavey

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**From:** City of SJ PSD Heather Hanover <psdcityofsj@gmail.com>  
**Sent:** Thursday, July 14, 2022 8:20 AM  
**To:** Mindy Seavey  
**Subject:** Board Members  
**Attachments:** 22-23 Board Member List.pdf

Mindy,

At the PSD/DDA board meeting yesterday, they passed the attached slate of board members for the boards and changed their renewal dates.

Per the new by-laws the board renewal dates are to be staggered as much as possible, so that is what we did. We also have a new chair and vice chair.

You probably have to put this on the consent agenda for City Council approval?

Let me know if you have any questions,

**Heather Hanover**

Executive Director  
St. Johns PSD/DDA  
989-224-8944 Ext 233  
Cell 517-930-0140  
[psdcityofsj@gmail.com](mailto:psdcityofsj@gmail.com)



# PSD/DDA BOARD 22-23

Term	Name	Address	Phone	Email
6-30-25	Chair: Jason Butler 11-2014	301 N Clinton Ave	989-292-6000 W 517-719-2797 C	jason.butler@butlerfg.com
6-30-25	Vice Chair: Tyler Barlage	400 E State St	989-224-6421 W 989-292-0947 C	tylerbarlage@aol.com
Standing County	Sec/Treas.: Bruce Delong	1110 E Steel Road	989-224-1936 W 989-640-3070 C	Bruce.migsigns@gmail.com
6-30-24	Craig Smith	207 N Clinton Ave	989-224-6002 W 517-204-0755 C	pizzacraig@voyager.net
6-30-24	Tracy Kossaras 10-2013	217 N Clinton Ave	989-224-3895 W 989-640-3692 C	tkossaras@yahoo.com
6-30-26	Erika Hayes 6-2013	120 E Walker St	989-224-6734 W cell	erika@theclintonlawyers.com
6-30-23	Amber Haubert 4-2021	127 N Clinton Ave	989-534-2687 W 989-307-1597 C	Haubert.amber@gmail.com
6-30-23	Corinne Trimbach 3-2020	206 N Clinton Ave	517-617-8992 W 989-213-2583 C	cdtrimbach@yahoo.com
Standing City	Dave Kudwa	100 E State St	989-224-8944x231 W 517-202-8684 C	dkudwa@stjohnsmi.gov
6-30-24	Ed Brandon 6-2021	300 N Clinton Ave	989-224-3271 W 989-307-1051 C	gillroys6740@live.com
6-30-26	Mariah Leiby 1-2022	206 N Clinton Ave	989-668-0843 W 989-292-2524 C	mariahleiby@yahoo.com
6-30-25	Nancy McKinley 12-19	110 E Higham St Apt 402	989-640-7094 C	Nancy_mckinley_1@hotmail.com





## MEMORANDUM CITY OF ST. JOHNS

To: Dave Kudwa, City Manager  
St. Johns City Commission

From: Mindy J. Seavey, City Clerk

Date: July 18, 2022

Subject: Insurance Renewal

On September 30, 2022 the various insurance policies the City has through the Municipal League based, Michigan Municipal Liability and Property Pool will expire. This insurance package includes property, automobile, liability, inland marine, errors and omissions, sewer back up and others.

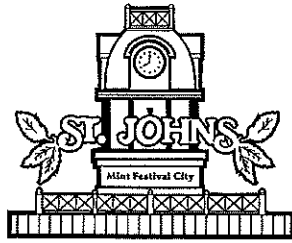
The City has been very pleased with the League's insurance over the years. The Pool's Board of Directors is made up of municipal officials and they act in the best interest of the members, and they provide an excellent risk management program to keep losses and premiums down. Their claims service has been very good and fair. Some of the benefits of pooling with the MML are: broad coverage document written specifically for Michigan municipalities, services tailored to unique needs of Michigan municipalities, member assets controlled by an elected board of municipal officials, decisions made and problems resolved by a group of your peers, investment income and underwriting surplus us to benefit members, lower expenses through tax-exempt and non-profit status, training sessions (reduced rates), etc.

**If we renew with the MML, we are due for another dividend check after October 1<sup>st</sup>. Last year, we received a dividend check of \$9,218.00. If we do not renew with the MML, we do not receive this dividend check.**

Under sections E (Standardization or Sole Source Purchasing) & F (Cooperative Government Contracts) of our purchasing policy, we are not required to take bids for this type of purchase. If you wish the city to take bids for its insurance package, you should authorize the staff to prepare specifications, solicit bids, and notify the Pool. We would have to notify them by August 1<sup>st</sup> (60 days before renewal) if we wish to solicit bids.

**RECOMMENDATION: Staff recommends that the city renew with the Michigan Municipal League for liability and property insurance coverage.**

**When we receive our official renewal rate from the MML, it will be brought to the commission for your final approval.**



**MEMORANDUM**  
**CITY OF ST. JOHNS**  
**Department of Public Services**  
**Wastewater Division**

July 20, 2022

To: City Commission  
Dave Kudwa P.E., Manager

From: Steven M. Martin, Public Service Director  
Jordan Whitford, Wastewater Systems Supervisor

Subject: Tertiary Filter Improvement Plan – Engineering Design

Included in the Capital Improvement Plan is the Tertiary Treatment Improvements at our wastewater facility. We're utilizing the Wastewater System Expansion Study completed in 2019 and addressing funding measures identified in our most recent Utility Rate Analyses.

Fishbeck has provided engineering assistance in the Wastewater System Study and Industrial Pretreatment Reevaluation, both valuable tools moving forward.

This recommendation represents the engineering services needed to create a project plan/design, ultimately to have a shovel-ready project as funding becomes more attractive. Please refer to the proposal for the complete scope of services included for this project.

**Recommendation:** That the city commission accept the proposal from Fishbeck for the project described for the "not to exceed" fee of \$297,000.00. Funds are available in budget line 592-560-818.077 (Wastewater CIP). City attorney has reviewed the service contract and has indicated legally sufficient as for subject matter.

July 12, 2022

Steven Martin  
Director of Public Services  
City of Saint Johns  
100 East State Street, Suite 1100  
Saint Johns, MI 48879

**Proposal for Professional Engineering Services  
Tertiary Filter Improvements Design**

Dear Steven:

Fishbeck is pleased to provide this proposal to the City of Saint Johns (City) for design engineering services for the Tertiary Filter Improvements Project. Fishbeck previously worked with the City to develop a Wastewater System Expansion Study which identified the tertiary filter project as the first major improvement that should be undertaken. The intent of completing the tertiary filter improvements design at this time is to help the City be prepared should favorable funding conditions arise.

## Background

Currently, the City's Wastewater Treatment Plant (WWTP) uses deep bed sand filters to accomplish tertiary treatment. The existing tertiary filter feed pumps have a firm capacity of 6.25 million gallons per day (MGD) and the six existing tertiary sand filter cells have a firm capacity of 6.56 MGD at the peak hour flow rate. Backwash from the sand filters is typically 10% of the forward flow and is directed to the influent equalization tank. During wet weather events, the influent equalization tank is frequently full, which limits the ability to backwash the tertiary filters. This causes the tertiary filters to be partially bypassed, limiting the amount of flow that receives tertiary filtration.

Simply adding additional tertiary filtration capacity will not correct the backwash limitations. Modifying the tertiary filtration system by replacing the sand filters with cloth disk tertiary filtration can reduce the backwash rate to approximately 2% of the forward flow, thereby increasing the throughput during wet weather events.

## Understanding

The existing tertiary influent screw pumps will be removed and replaced with submersible pumps in the existing wet well. The existing secondary sludge pumps will be removed and replaced. Three of the existing sand filters will be removed and the building space retrofitted with cloth disk filters. Significant structural modifications will be required to install the proposed filters including installation of overhead doors in the exterior concrete walls to facilitate filter installation and maintenance; removal of existing sand filter walls, troughs, and support structures; and construction of supports and access platforms for the proposed tertiary filters. Significant modifications to the existing process piping will be required to direct secondary effluent to the proposed filters and to direct tertiary effluent to the existing disinfection system. The existing heating and ventilation system will be removed and replaced with new heating and ventilation for the ground and basement floors.

The two existing motor control centers (MCCs) will be replaced with a double-ended MCC with two main circuit breakers and a tie breaker. Existing and proposed equipment will be powered from the new MCC. All building lighting will be replaced, excluding the chlorination area. Electrical distribution equipment upstream of the MCCs is assumed to be suitable for reuse. Control panels for the proposed tertiary filters will be supplied by the equipment manufacturer. Controls will be integrated into the existing supervisory control and data acquisition (SCADA) system. The filter control panels will include individual programmable logic controllers (PLCs) that will connect to the existing control system network via Ethernet connections. Fiber optic cabling will be provided for connections between buildings. One existing PLC (SLC-5/05) may be replaced. Existing control system software and programming will be reused and updated to incorporate new equipment and input/output signals associated with the new filters.

The proposed tertiary cloth disk filters have the capacity to treat an average design flow of 4.0 MGD and a maximum design flow of 8.2 MGD. The proposed improvements will increase the tertiary filtration unit process capacity from 6.56 MGD to 8.2 MGD.

## Scope of Services

### Design

1. Project Kickoff Meeting – Meet with the City to review project requirements, scope of improvements, project schedule, and information needs.
2. Basis of Design – Develop the basis of design for review and comment by the City.
3. Survey – Complete a survey of areas of the site impacted by proposed improvements. Laser scanning may be completed to aid in the design.
4. Design – Prepare drawings and technical specifications. Drawings and specifications will be submitted to the City for review at the 30%, 60%, 90%, and final completion levels.
5. Quality Assurance/Quality Control (QA/QC) – Conduct an internal QA/QC review of the drawings and specifications at the 30%, 60%, 90%, and final completion levels.
6. Estimate – Develop and update an opinion of probable construction cost with the 30%, 60%, 90%, and final design packages based on current anticipated equipment and construction costs.
7. Review Meetings – Fishbeck will conduct regular monthly design progress meetings with the City. Upon completion of the final design, Fishbeck will provide the City with the final design documents and conduct a formal review with City staff.

## Additional Services and Assumptions

This proposal is limited in scope to design engineering services. Fishbeck can provide the following services should the City require additional assistance:

1. Funding Development – Fishbeck can assist the City with applying for funding opportunities. We have previously discussed options including U.S. Department of Agriculture Rural Development and the Michigan Department of Environment, Great Lakes, and Energy State Revolving Fund program.
2. Permitting and Bidding Assistance – Should the City move forward with construction, Fishbeck can assist the City with the development and submittal of a Part 41 wastewater construction permit and can assist the City with obtaining bids from contractors for the construction of the proposed work.
3. Construction Engineering and Resident Project Representative – During construction, Fishbeck can act on the City's behalf to provide construction engineering and resident project representative services. Fishbeck can verify the contractor implements the proposed improvements in accordance with the drawings and specifications.

For the purposes of this proposal, Fishbeck will develop the design drawings and the technical specifications. Because various funding agencies have different requirements for "front end" specifications, and to avoid rework, Fishbeck will limit our specification package to technical specifications including select Construction Specifications Institute (CSI) Division 01 sections plus sections from Division 02 through Division 46. A proposal for development of CSI Division 00 and the remainder of the Division 01 specifications can be provided at a later date once a funding source is identified.

## Schedule

Fishbeck is prepared to begin work upon authorization. We anticipate that design will take approximately ten months depending on meeting and review schedules.

## Professional Services Fees

Fishbeck proposes to perform the scope of services as described herein on an hourly basis for a not-to-exceed fee of Two Hundred Ninety-Seven Thousand Dollars (\$297,000).

## Authorization

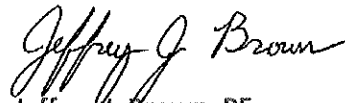
Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Nicole A. Curtin ([nacurtin@fishbeck.com](mailto:nacurtin@fishbeck.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

We appreciate this opportunity to submit our proposal and look forward to working with the City on the tertiary filter improvements project. If you have any questions or require additional information, please contact me at 616.464.3848 or [jredner@fishbeck.com](mailto:jredner@fishbeck.com).

Sincerely,



Joshua W. Redner, PE  
Senior Water & Wastewater Engineer



Jeffrey J. Brown, PE  
Senior Vice President

Attachments

By email

Copy: Jordan Whitford – City

## Professional Services Agreement

**PROJECT NAME** Tertiary Filter Improvements Design  
**FISHBECK CONTACT** Joshua Redner, PE  
**CLIENT** City of Saint Johns  
**CLIENT CONTACT** Steven Martin  
**ADDRESS** 100 East State Street, Suite 1100, Saint Johns, MI 48879

**Client hereby requests and authorizes Fishbeck to perform the following:**

**SCOPE OF SERVICES:** Provide professional engineering services in accordance with Fishbeck letter proposal dated July 12, 2022.

**AGREEMENT.** The Agreement consists of this page and the documents that are checked:

- ☒ **Terms and Conditions for Professional Services, attached.**
- ☒ **Proposal dated July 12, 2022.**
- ☐ **Other:**

**METHOD OF COMPENSATION:**

- ☐ **Lump Sum for Defined Scope of Services**
- ☒ **Hourly Billing Rates plus Reimbursable Expenses**
- ☐ **Other:**

**Budget for Above Scope of Services:** Not-to-exceed Two Hundred Ninety-Seven Thousand Dollars (\$297,000).

**ADDITIONAL PROVISIONS (IF ANY):**

Modifications to the Terms and Conditions for Professional Services

1. Modify paragraph 13. INSURANCE to read as follows:

Client shall provide workers' compensation insurance for Client's employees.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

On construction contracts designed by Fishbeck, Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse their insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

## 2. Modify paragraph 16. LEGAL EXPENSES to read as follows:

If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees if Fishbeck prevails in such lawsuit.

## 3. Modify paragraph 19. GENERAL CONSIDERATIONS to read as follows:

Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the State of Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**APPROVED FOR:**

City of Saint Johns

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

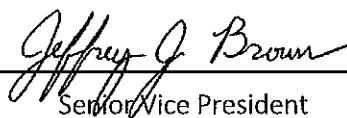
**ACCEPTED FOR:**

Fishbeck

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

  
Senior Vice President

July 12, 2022



1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## End of Terms and Conditions for Professional Services



# AGENDA



## MEMORANDUM CITY OF ST. JOHNS



To: City Commission

From: Dave Kudwa, City Manager

Date: July 21<sup>st</sup>, 2022

Subject: 101 W. McConnell Street & 101 W. Cass Street – rezoning

**Memo objective: To review the rezoning application for 101 W. McConnell Street and 101 W. Cass Street**

Dymaxion Development is proposing to rezoning the following parcels:

1. 101 W. Cass Street (existing Wilson Center building): Change zoning from Municipal Center to Central Business District.
2. 101 W. McConnell Street (existing parking lot): Change zoning from Municipal Center to High Density Residential.

It's worth noting that since the parcel rezoning for 101 W. Cass Street is proposed to be Central Business District, no additional off-street parking will be required. However, the rezoning application is conditional based on the development of a minimum of 95 on-street parking spaces on Cass Street, Clinton Avenue, Church Street, and McConnell Street (please see attached map).

**Planning Commission & Staff Recommendation**

**101 W. Cass Street – Rezoning from Municipal Center to Central Business District**

**Motion to Approve:**

The Planning Commission is recommending that the City Commission approve the petition for a rezoning of 101 W. Cass Street as described in the petition including the following condition:

**Conditions:**

1. Agreement with Dymaxion to develop a minimum of 95 on-street parking spaces on Cass Street, Clinton Avenue, Church Street and McConnell Street.

**101 W. McConnell Street – Rezoning from Municipal Center to High Density Residential**

**Motion to Approve:**

The Planning Commission is recommending that the City Commission approve the petition for a rezoning of 101 W. McConnell Street as described in the petition.





**MCKENNA**

July 6, 2022

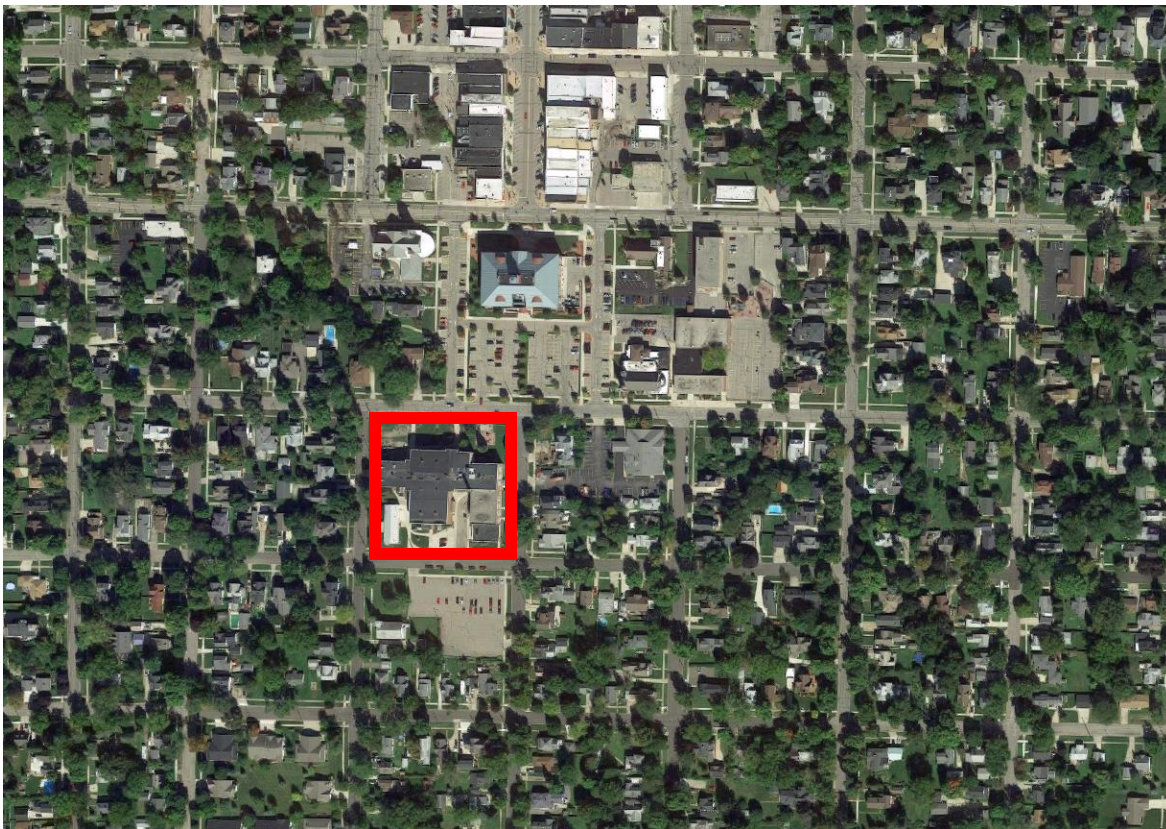
Planning Commission  
City of St. Johns  
100 E. State Street, #1100  
St. Johns, MI 48879

**Subject: Proposed Conditional Rezoning of 101 W. Cass Street**

Dear Commissioners,

As requested by the City, we have reviewed the above referenced conditional rezoning application for the rezoning of the lot at 101 W. Cass Street from MC Municipal Center to CBD Central Business District.

The lot, which currently contains the Wilson Center, is outlined (approximately) on the aerial photo below. The applicant proposes to renovate the Wilson Center into a mixed-use complex, including residential units.



**GRAND RAPIDS**  
124 East Fulton Street  
6th Floor, Suite B  
Grand Rapids, Michigan 49503

○ 616.226.6375  
F 248.596.0930  
**MCKA.COM**

**Communities for real life.**



Below is the current zoning map in the area. The parcel in question is highlighted.



#### LEGEND

- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - High Density Residential
- CBD - Central Business District
- GC - General Commercial
- MU - Mixed Use
- I1 - Industrial - High Performance
- I2 - Industrial - Liberal Performance
- O - Office
- MC - Municipal Center



### ZONING DISTRICT COMPARISON

The chart below compares the existing MC District to the proposed CBD District. When considering a rezoning, the Planning Commission must take into account all potential uses under the new zoning classification, not merely the use the applicant has expressed interest in.

The permitted uses in the CBD District are dependent on the adjacent roadways. The site is adjacent to four roadways – Cass, McConell, Church, and Clinton. But Section 155.101 states that the street that should be used to determine the permitted uses is the front lot line – in this case, Cass. Cass Street is not specifically listed in Section 155.101, so the site falls under “All Other Streets.”

The proposed Conditional Rezoning Agreement does not alter or limit the uses or dimensional requirements of the proposed CBD district.

	<b><i>Existing District MC Municipal Center</i></b>	<b><i>Potential District CBD Central Business District (Cass Street)</i></b>
<b>Permitted Uses</b>	<ul style="list-style-type: none"><li>• Cemeteries</li><li>• Child Care Centers</li><li>• Christmas Tree Sales</li><li>• Continuation of Existing Residential</li><li>• Essential Services</li><li>• Fraternal, Armory, and Legion Halls</li><li>• Funeral Homes and Mortuaries</li><li>• Essential Services (gas, electric, etc) needed to serve nearby residential.</li><li>• Government offices and facilities.</li><li>• Hospitals and quasi-public health care clinics.</li><li>• Off-street Parking.</li><li>• Parks and Playgrounds</li><li>• Religious Institutions</li><li>• Schools</li></ul>	<ul style="list-style-type: none"><li>• Single Family Homes</li><li>• Multi-Family Residential</li><li>• Outdoor recreation/parks</li></ul>
<b>Special Approval Uses</b>	<ul style="list-style-type: none"><li>• Communication Antennas</li><li>• Essential Services serving a broader purpose.</li><li>• Psychiatric Hospitals</li></ul>	<ul style="list-style-type: none"><li>• Mixed Use (commercial/residential)</li><li>• Retail</li><li>• Restaurant</li><li>• Hotel</li></ul>





	<b><i>Existing District MC Municipal Center</i></b>	<b><i>Potential District CBD Central Business District (Cass Street)</i></b>
		<ul style="list-style-type: none"><li>• Office</li><li>• Financial Services/Bank</li><li>• Personal Services</li><li>• Appliance/Electronic Repair</li><li>• Religious Institution</li><li>• Government Operations Building</li><li>• Museum/Art Gallery</li><li>• Indoor Recreation/Community Center/Library</li><li>• Outdoor Recreation/Public Park</li><li>• Outreach Mission/Community Service Organization</li></ul>
<b>Minimum Lot Size</b>	6,000 square feet	None
<b>Minimum Lot Width</b>	60 feet	None
<b>Minimum Setbacks</b>	Front: 50 feet Side: 25% of the height of the building Rear: 25 feet	None
<b>Maximum Lot Coverage</b>	60%	100%
<b>Maximum Building Height</b>	35 feet 2.5 stories	35 feet Additional height approvable by Special Use
<b>Residential Density</b>	No Residential Units Permitted	No maximum, provided minimum unit size and building height meet requirements or are otherwise approved by Special Use Permit.

The two districts are very different. Rezoning to CBD would substantially reduce the number of permitted uses by right, but would greatly expand the uses permitted by Special Use permit. The Planning Commission would have to carefully consider any requested Special Use permit should the property be rezoned.

Notably, it is our understanding that the applicant has considered child care as part of the mixed use complex, and that is not listed as a permitted use in the CBD District. However, we would support an interpretation that



child care could be considered approvable by Special Use as part of a “mixed use (commercial/residential)” building.

The less restrictive dimensional standards of the CBD District would relieve the building from legal non-conforming status with regard to its setbacks and height, some of which do not meet MC District requirements.

## ZONING DISTRICT COMPARISON

One other consideration is that the CBD District exempts the site from all parking requirements. There is only minimal on-site parking, but under that district, if and when the building is renovated, there would be no mechanism to require additional parking. The Conditional Rezoning Agreement is designed to remedy that concern by tying the approval of the rezoning to the proposed reconstruction of Cass, McConnell, Church, and Clinton Streets to add 101 new parking spaces to the immediate neighborhood of the Wilson Center.

If the reconstruction and redesign does not go forward, then the rezoning will be voided. Therefore, there is no risk of creating a large use with no parking requirement, as there was previously when the proposal was a regular rezoning.

## REVIEW CRITERIA FOR REZONING

When reviewing a rezoning request, the Planning Commission should consider the following criteria.

### 1. Consistency with the Master Plan.

In order to be approved, a rezoning should be consistent with the Future Land Use Map in the Master Plan. The Future Land Use map designates the lot as “Downtown Edge/Mixed Use” as shown on the map below.

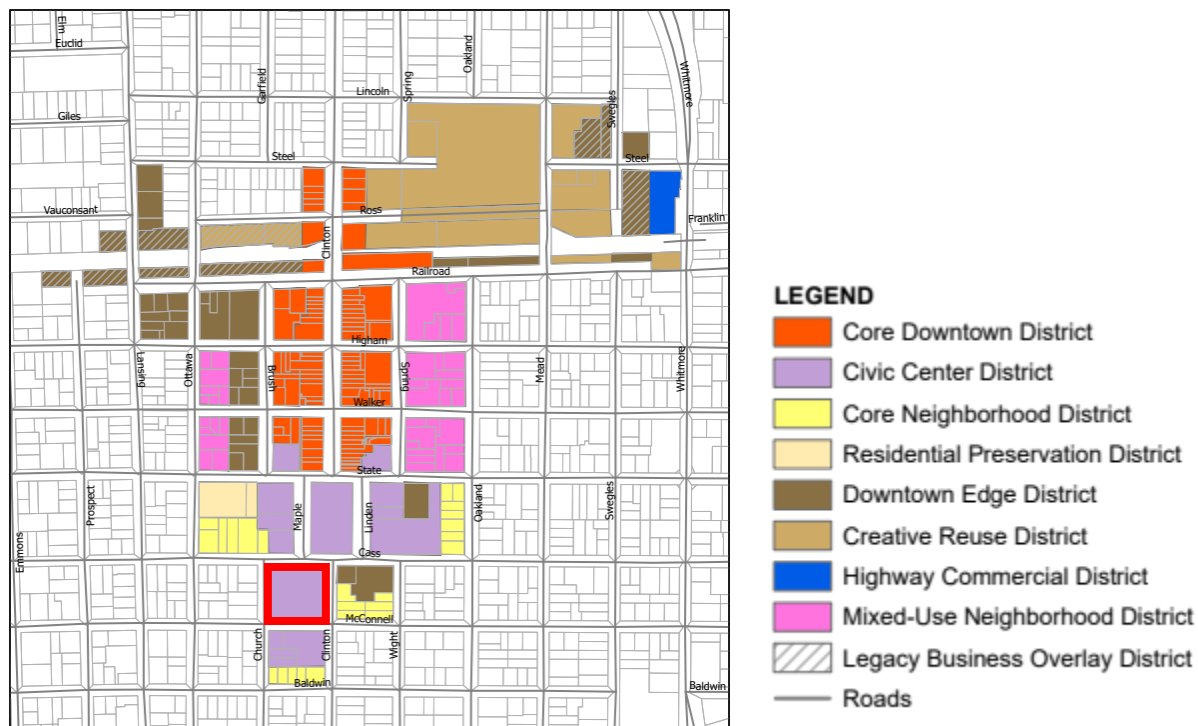
On Page 50, the Master Plan states that the appropriate land uses in the “Downtown Edge/Mixed Use” category are “uses that can serve as a transition between the downtown and the neighborhoods are encouraged. Uses should be a mix of commercial, professional offices, residential, technology, and civic.” The uses permitted in the CBD District are consistent with that list.

Importantly, the Zoning Plan on Page 16 states that CBD is an appropriate Zoning District for the Downtown Edge Future Land Use category.





The site in question is also within the area covered by the Downtown Master Plan. The Downtown Future Land Use map is shown below, with the site in question highlighted. The Civic Center district calls for “monumental architecture” and “community centers,” which the existing Wilson Center is consistent with. The uses allowed in the CBD District do not exactly match the uses listed for the Civic Center district, but they are no incompatible.



**Overall, this analysis determines that the conditional rezoning is consistent with the Master Plan.**

2. **The Site’s Physical Compatibility with the Uses Permitted in the Zoning District.** The Planning Commission must consider whether the site can reasonably support the uses permitted in the proposed Zoning District, from a physical perspective.

The site contains the old St. Johns High School, which has also served as the Middle School and the Wilson Center. The building has classic architecture and fits with Downtown St. Johns’ traditional urban form. The applicant wishes to renovate the building into a mixed use development, with residential units. That type of redevelopment of a school building has been successful elsewhere, and the uses permitted in the CBD District would allow for the proposed redevelopment (though a special use permit would be required)– while the uses permitted by the MC District are much more restrictive and limiting for the building’s future.



3. **Compatibility with Surrounding Uses.** The Planning Commission must consider whether all of the permitted uses in the proposed CBD District would be appropriate adjacent to the existing surroundings. The table below summarizes the land use attributes of the site and the surrounding properties.

	Zoning	Existing Land Uses	Future Land Use (Master Plan)	Downtown Plan
<b>Subject Parcel</b>	MC	Wilson Center	Downtown Edge/Mixed Use	Civic Center
<b>North</b>	MC/R-3	Residential/City Hall	Downtown Edge/Mixed Use	Civic Center
<b>East</b>	O/R-2/ R-3/MC	Dentist/Funeral Home/Residential	Downtown Edge/Mixed Use	Downtown Edge/Core Neighborhood
<b>South</b>	MC	Parking Lot	Downtown Edge/Mixed Use	Civic Center
<b>West</b>	R-3	Residential	Traditional Walkable Residential	N/A

The surrounding land uses are mixed use urbanism consistent with the edges of St. Johns' downtown. They have been adjacent to the school/community center for decades, and the Master Plan includes nearly all of them into the same Downtown Edge/Mixed Use category – indicating that a mix of uses and urban character are envisioned for nearly all of the blocks. Even the residential areas are mostly zoned R-3, which is the City's densest residential category.

Additionally, the CBD District gives the Planning Commission control over many of the specific uses on the site in question, through the Special Use process. Ultimately, the CBD district would not be incompatible with the surroundings.

4. **Most Appropriate Zoning District.** The Planning Commission must consider whether the CBD District is the most appropriate district for the uses desired on the site. Some other options exist to allow mixed uses on the site.
- **The MU District** allows a wide variety of uses and envisions walkable character through its dimensional requirements. However, very importantly, it does not allow multi-family residential – only single family, duplexes, and townhouses.
  - **A Planned Unit Development** would allow all aspects of the redevelopment to be governed in a single document. However, that option is unnecessarily complex when the CBD District is sufficient for the redevelopment, supported by the Master Plan, and not incompatible with the surroundings – especially if the City has a plan to ensure adequate parking.
5. **Infrastructure Capacity.** We are not aware of any infrastructure capacity issues that would restrict the allowable uses in the CBD District.



### **RECOMMENDATION**

The CBD District is supported by the Master Plan, and allows uses that are compatible with the surroundings, especially with the added protection of the Special Use process. The Conditional Rezoning Agreement ensures that sufficient parking will be created on surrounding streets. Therefore, we recommend that the Planning Commission recommend approval of the Conditional Rezoning to the City Commission.

Please do not hesitate to contact us with any questions.

Respectfully submitted,  
**McKENNA**

Christopher Khorey, AICP  
Senior Principal Planner





**MCKENNA**

July 6, 2022

Planning Commission  
City of St. Johns  
100 E. State Street, #1100  
St. Johns, MI 48879

**Subject: Proposed Rezoning of 101 W. McConnell Street**

Dear Commissioners,

As requested by the City, we have reviewed the above referenced application for the rezoning of the lot at 101 W. McConnell Street from MC Municipal Center to R-3 High Density Residential. Previously, this request was for a rezoning to CBD Central Business District.

The lot, which currently contains a parking lot, is outlined (approximately) on the aerial photo below. The applicant proposes to construct senior housing on the site.



**GRAND RAPIDS**  
124 East Fulton Street  
6th Floor, Suite B  
Grand Rapids, Michigan 49503

○ 616.226.6375  
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**Communities for real life.**



Below is the current zoning map in the area. The parcel in question is highlighted.



#### LEGEND

- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - High Density Residential
- CBD - Central Business District
- GC - General Commercial
- MU - Mixed Use
- I1 - Industrial - High Performance
- I2 - Industrial - Liberal Performance
- O - Office
- MC - Municipal Center





### ZONING DISTRICT COMPARISON

The chart below compares the existing MC District to the proposed R-3 District. When considering a rezoning, the Planning Commission must take into account all potential uses under the new zoning classification, not merely the use the applicant has expressed interest in.

	<i><b>Existing District MC Municipal Center</b></i>	<i><b>R-3 High Density Residential</b></i>
<b>Permitted Uses</b>	<ul style="list-style-type: none"><li>• Cemeteries</li><li>• Child Care Centers</li><li>• Christmas Tree Sales</li><li>• Continuation of Existing Residential</li><li>• Essential Services</li><li>• Fraternal, Armory, and Legion Halls</li><li>• Funeral Homes and Mortuaries</li><li>• Essential Services (gas, electric, etc) needed to serve nearby residential.</li><li>• Government offices and facilities.</li><li>• Hospitals and quasi-public health care clinics.</li><li>• Off-street Parking.</li><li>• Parks and Playgrounds</li><li>• Religious Institutions</li><li>• Schools</li></ul>	<ul style="list-style-type: none"><li>• Single Family Homes</li><li>• Two Family Residential</li><li>• Multi-Family Residential</li><li>• Adult Foster Care</li><li>• Family Child Care</li><li>• Essential Services (gas, electric, etc) needed to serve nearby residential.</li><li>• Home Occupations</li></ul>
<b>Special Approval Uses</b>	<ul style="list-style-type: none"><li>• Communication Antennas</li><li>• Essential Services serving a broader purpose.</li><li>• Psychiatric Hospitals</li></ul>	<ul style="list-style-type: none"><li>• Communication Antennas</li><li>• Bed and Breakfast</li><li>• Cluster Housing Developments</li><li>• Essential Services (gas, electric, etc) needed to serve a broader area.</li><li>• Religious Institutions</li></ul>
<b>Minimum Lot Size</b>	6,000 square feet	7,000 square feet
<b>Minimum Lot Width</b>	60 feet	75 feet



	<b><i>Existing District MC Municipal Center</i></b>	<b><i>R-3 High Density Residential</i></b>
<b>Minimum Setbacks</b>	Front: 50 feet Side: 25% of the height of the building Rear: 25 feet	Front: 10 feet Side: 10 feet Rear: 20 feet
<b>Maximum Lot Coverage</b>	60%	55%
<b>Maximum Building Height</b>	35 feet 2.5 stories	30 feet 2.5 stories
<b>Residential Density</b>	No Residential Units Permitted	Lots less than 0.1 acres: 1 dwelling unit Lots between 0.1 and 0.3 acres in area: Up to 2 dwelling units Lots between 0.3 and 0.4 acres in area: Up to 3 dwelling units On lots between 0.4 and 1.0 acres in area: Up to 4 dwelling units On lots over 1 acre: 1 unit per 0.1 acres

The two districts are very different. The MC District is very limiting, especially because the site is not currently developed. The allowable uses would not allow the use the applicant has proposed (senior housing), nor would they allow many of the appropriate infill uses for a development site within the city's core neighborhood.

The R-3 District is much more focused, allowing primarily residential uses, which would include senior housing. The site is approximately 50,000 square feet, so it would allow a maximum of approximately 50 housing units under R-3 zoning.

### **REVIEW CRITERIA FOR REZONINGS**

When reviewing a rezoning request, the Planning Commission should consider the following criteria.

#### **1. Consistency with the Master Plan.**

In order to be approved, a rezoning should be consistent with the Future Land Use Map in the Master Plan. The Future Land Use map designates the lot as "Downtown Edge/Mixed Use" as shown on the map below.

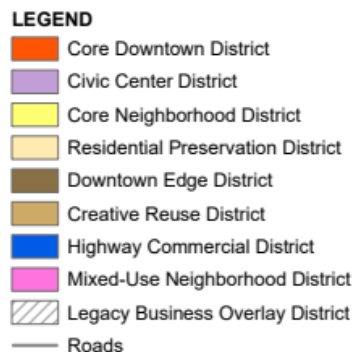
On Page 50, the Master Plan states that the appropriate land uses in the "Downtown Edge/Mixed Use" category are "uses that can serve as a transition between the downtown and the neighborhoods are encouraged. Uses should be a mix of commercial, professional offices, residential, technology, and civic." The uses permitted in the R-3 District are partially consistent with that list, in that R-3 allows dense, urban-style housing, and also allows some civic uses, but does not allow commercial, offices, or technology.



Importantly, the Zoning Plan on Page 16 does not list R-3 as an appropriate Zoning District. That said, a senior housing development, or other multi-family, would support the overall mixed use vision of the Downtown Edge category, especially given the location of the site in the southernmost block of the category.



The site in question is also within the area covered by the Downtown Master Plan. The Downtown Future Land Use map is shown below, with the site in question highlighted.. The uses allowed in the R-3 District do not exactly match the uses listed for the Civic Center district, but they are not incompatible.



**Overall, this analysis determines that the R-3 District would also be compatible with the vision of the Master Plan.**



2. **The Site's Physical Compatibility with the Uses Permitted in the Zoning District.** The Planning Commission must consider whether the site can reasonably support the uses permitted in the proposed Zoning District, from a physical perspective.

	Zoning	Existing Land Uses	Future Land Use (Master Plan)	Downtown Plan
<b>Subject Parcel</b>	MC	Parking Lot	Downtown Edge/Mixed Use	Civic Center
<b>North</b>	MC	Wilson Center	Downtown Edge/Mixed Use	Civic Center
<b>East</b>	R-2	Residential	Traditional Walkable Residential	N/A
<b>South</b>	R-2	Residential	Traditional Walkable Residential	N/A
<b>West</b>	R-2	Residential	Traditional Walkable Residential	N/A

The site contains a parking lot that has served the school/community building to the north (which has been the high school, the middle school, and the Wilson Center throughout its history).

The R-3 District would also only residential uses by right, and would have a limited set of Special Uses. That makes the development much more compatible with the residential surroundings to the east, south, and west, while also being consistent with the mixed use vision for the greater downtown. The R-3 District would create a smooth transition from the CBD/MC zoning of the downtown to the R-2/R-1 zoning in the neighborhood.

3. **Compatibility with Surrounding Uses.** The Planning Commission must consider whether all of the permitted uses in the proposed R-3 District would be appropriate adjacent to the existing surroundings. The table below summarizes the land use attributes of the site and the surrounding properties.

The surrounding land uses are largely residential, especially to the west, east, and south. The residential configuration is a traditional small-town neighborhood. A multi-family building, especially senior housing, could be appropriately scaled to be compatible with the neighborhood, especially given the massing of the Wilson Center building to the north – which ensures that any building at 101 W. McConnell would not be the largest building in the vicinity.

That said, the design of the new building will be crucial to ensure compatibility. The R-3 District has residential-scale setbacks and height restrictions, and a density limit that is designed to be consistent with the existing core neighborhood. All of those controls will help ensure a compatible building is constructed.

4. **Most Appropriate Zoning District.** Given the specific characteristics of this rezoning proposal, we have actually been analyzing this criteria throughout this letter.. The other options available are:

- **CBD District.** This option has already been discussed, and has been determined to leave the City and neighborhood too vulnerable to an incompatible development.



- **The MU District** allows a wide variety of uses and envisions walkable character through its dimensional requirements. However, very importantly, it does not allow multi-family residential – only single family, duplexes, and townhouses.
  - **A Conditional Rezoning** would allow the applicant to voluntarily waive certain rights applicable to the R-3 District. However, it is not clear what R-3 district rights would need to be waived.
  - **A Planned Unit Development** would allow all aspects of the redevelopment to be governed in a single document. However, that option is unnecessarily complex when the R-3 District is sufficient for the redevelopment, supported by the Master Plan, and not incompatible with the surroundings.
5. **Infrastructure Capacity.** We are not aware of any infrastructure capacity issues that would restrict the allowable uses in the R-3 District.

#### **RECOMMENDATION**

We recommend that the Planning Commission recommend the rezoning to R-3 to the City Commission.

Please do not hesitate to contact us with any questions.

Respectfully submitted,  
**McKENNA**

Christopher Khorey, AICP  
Senior Principal Planner

**CITY OF ST. JOHNS  
RESOLUTION #17-2022**

**RESOLUTION TO APPROVE AN EXTENSION TO OBSOLETE PROPERTY  
REHABILITATION EXEMPTION CERTIFICATE #3-18-0016**

At a regular meeting of the City Commission of the City of St. Johns held on July 25, 2022, at 100 E State Street, St. Johns, Michigan in the Commissioner Chambers room at 6 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**Resolution Approving Extension of Obsolete Property Rehabilitation Certificate #3-18-0016 for FCM Development LLC at 200 East Railroad Street, St. Johns, MI 48879.**

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on September 24, 2018; and

WHEREAS, the City of St. Johns requires that cost sharing project along Spring Street shall be completed by December 30, 2027; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Johns Be and hereby is granted an Obsolete Property Rehabilitation Exemption extension for certificate #3-18-0016 for the real property, excluding land, located in Obsolete Property Rehabilitation District FC Mason Historical at 200 E Railroad Street for a period of 3 years beginning December 31, 2027 and ending December 30, 2030 pursuant to the provisions of PA 146 of 2000, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

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Eric Hufnagel, 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 July 25, 2022.

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Mindy J. Seavey, City Clerk