

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, October 24, 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 October 10, 2022
 - Special meeting of October 10, 2022
- b. Approval of Warrants
 - In the amount of \$312,962.91
- c. Board Re-appointments
 - Staff recommends the city commission re-appoint the following: Kathie Elliott & James Schweigert, DDS, Ethics Board (3-year term expiring December of 2025); Eric Hufnagel, LDFA Board (4-year term expiring November of 2026); Jennifer Kiel, Brownfield Authority Board (3-year term expiring June of 2025); Brad Jorae, Briggs District Library Board (4-year term expiring December 31, 2026).

- d. Board Appointments
 - Staff recommends the city commission appoint Brian House to the LDFA Board, replacing Shawn Middleton (4-year term expiring November of 2026).
- e. Agreement Regarding Rental of City-Owned Land for Farming – Jessica Chant Smith
 - Staff recommends the city commission ratify the agreement with Jessica Chant Smith and authorize the mayor and city clerk to sign.
- f. Spicer Proposal – CIPP Lining Project Bidding
 - Staff recommends that the city commission approve the Spicer Group proposal in the amount of \$5,000.00 to handle all technical specification, contract documents, and project bidding for CIPP lining and authorize the mayor and city clerk to sign.
- g. Fee & Rate Update – Wilson Center
 - Staff recommends that the city commission adopt the fee & rate updates for the Wilson Center.
- h. Operation Extrication Donations
 - Staff recommends that the city commission approve this program and authorize the fire department to solicit donations from local businesses.
- i. Baker Tilly – Engagement Letter Agreement Related to Services – 2023 Capital Improvement Bonds
 - Staff recommends that the city commission approve the engagement letter with Baker Tilly and authorize the mayor and city clerk to sign.
- j. Dickenson Wright - Engagement Letter – 2023 Capital Improvement Bonds
 - Staff recommends that the city commission approve the engagement letter with Dickenson Wright and authorize the mayor and city 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. Edwin Taylor, Chair of the Clinton County Housing and Homeless Coalition – Homeless Awareness Month Resolution #27-2022 **(6:10 pm – 6:16 pm) Action Item**
- 3. Hannah Gottschalk, SafeCenter Executive Director – Domestic Violence Awareness Month Resolution #28-2022 **(6:16 pm – 6:22 pm) Action Item**

D. COMMUNICATIONS:

E. OLD BUSINESS:

F. NEW BUSINESS:

1. Resolution Authorizing Publication of Notice of Intent to Issue Limited Tax General Obligation Bonds - #29-2022
(6:22 pm – 6:28 pm) Action Item
(Presenters: Dave Kudwa, City Manager; Kristina Kinde, Treasurer)
2. Downtown Parking Plan
(6:28 pm – 6:38 pm) Action Item
(Presenter: Dave Kudwa, City Manager)
3. Commissioner Comments
(6:38 pm – 6:48 pm) Discussion only

G. ADJOURNMENT: (6:48 pm)

(Next Regular Meeting Scheduled for **Monday, November 14, 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

OCTOBER 10, 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, 2nd Floor, Suite #2200, St. Johns, Michigan.

COMMISSIONERS PRESENT: Eric Hufnagel, Bob Craig, Tammy Kirschenbauer, Brad Gurski

COMMISSIONERS ABSENT: Jean Ruestman

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

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

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

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

a. Approval of Minutes

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that the minutes of the September 26, 2022 regular meeting be approved as presented.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

b. Approval of Warrants

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that warrants be approved as presented in the amount of \$301,271.52.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

c. Board Appointments

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that the city commission authorize staff to contact board members whose terms are expiring to see if they are interested in reappointment.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

d. Mid-State Health Network Grant Renewal – Project Alert FY 2023

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that the city commission ratify the contract and authorize the chief of police to execute same.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

e. 2023 Holidays

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that the city commission approve the 2023 holidays as noted.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

f. Maintenance Agreement Between Midwest Michigan Trail Authority and City of St. Johns Michigan

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that the city commission ratify the maintenance agreement and authorize the mayor to sign.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

g. Merit Bonus for Firefighters

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that the city commission approve the proposed merit bonus for firefighters as recommended.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

h. Spicer Proposal – St. Johns Big Ditch Mitigation Performance Certification

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that the city commission approve the Spicer Group proposal in the amount of \$19,900.00 and authorize the mayor and city clerk to sign.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

i. St. Johns Downtown Development Authority By-Laws

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that the city commission adopt the Downtown Development Authority By-Laws and authorize the city clerk to sign.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

j. St. Johns Principal Shopping District By-Laws

Motion by Commissioner Gurski seconded by Commissioner Kirschenbauer that the city commission adopt the Principal Shopping District By-Laws and authorize the city clerk to sign.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

AGENDA

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

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

AGENDA

A. OPENING:

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

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

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- a. Approval of Minutes
 - Regular meeting of September 26, 2022
 - b. Approval of Warrants
 - In the amount of \$301,271.52
 - c. Board Appointments
 - Staff recommends the city commission authorize staff to contact board members whose terms are expiring to see if they are interested in reappointment.
 - d. Mid-State Health Network Grant Renewal – Project Alert FY 2023
 - Staff and the police department recommend that the city commission ratify the contract and authorize the chief of police to execute same.
 - e. 2023 Holidays
 - Staff recommends the city commission approve the 2023 holidays as noted.
 - f. Maintenance Agreement Between Midwest Michigan Trail Authority and City of St. Johns Michigan
 - Staff recommends that the city commission ratify the maintenance agreement and authorize the mayor to sign.
 - g. Merit Bonus for Firefighters
 - Staff recommends the city commission approve the proposed merit bonus for firefighters as recommended.
 - h. Spicer Proposal – St. Johns Big Ditch Mitigation Performance Certification
 - Staff recommends that the city commission approve the Spicer Group proposal in the amount of \$19,900.00 and authorize the mayor and city clerk to sign.
 - i. St. Johns Downtown Development Authority By-Laws
 - Staff and the DDA recommend that the city commission adopt the Downtown Development Authority By-Laws and authorize the city clerk to sign.
 - j. St. Johns Principal Shopping District By-Laws
 - Staff and the PSD recommend that the city commission adopt the Principal Shopping District By-Laws and authorize the city clerk to sign.
4. Approval of Agenda:

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

1. Public comment - agenda & non-agenda items

D. COMMUNICATIONS:

E. OLD BUSINESS:

F. NEW BUSINESS:

-
1. Resolution No. 26-2022 - Resolution To Approve Winn Telephone Company D/B/A Winn Telecom's Metro Act Permit
 2. Sewer Pump Station Upgrade and Connection Relocation Agreement
 3. Downtown Façade Grant Program
 4. Commissioner Comments

G. ADJOURNMENT:

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

PUBLIC HEARINGS

PERSONS WISHING TO PRESENT TESTIMONY

1. Public Comment

Mayor Hufnagel discussed the document that was with the agenda to help remind folks about public comments. He said this is an opportunity for you to come up and speak about issues and there is a 3-minute time limit. He asked if there were any public comments.

Gary Becker, resident, was present. He said last week there must have been a statement about the junior high becoming the new city hall. He said people asked him if they were able to vote on this. He said he talked to Kristina and it makes sense to me; we will save money and help keep our taxes down. He said he noticed that in the streets, where curbs and blacktops come together, the weeds are growing high. He wondered if it was the responsibility of the homeowner or city.

City Manager Kudwa said typically residents take care of that. We don't have a program where we spray Round Up or weed killer.

Mayor Hufnagel encouraged people to reach out to the city manager if they have questions.

COMMUNICATIONS

OLD BUSINESS

NEW BUSINESS

1. Resolution No. 26-2022 - Resolution To Approve Winn Telephone Company D/B/A Winn Telecom's Metro Act Permit

City Clerk Seavey said many years ago franchise agreements were changed to Metro Act Permits. We must approve or deny this permit by October 17th (which is 45 days from the date received). Our attorneys reviewed the permit submittal and recommend approval. Resolution #26-2022 needs to be adopted by the city commission and the permit needs to be signed by the city.

Mayor Hufnagel said Winn used to be known as WBI.

Motion by Commissioner Kirschenbauer seconded by Commissioner Gurski that the city commission adopt Resolution No. 26-2022 - Resolution To Approve Winn Telephone Company D/B/A Winn Telecom's Metro Act Permit.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

2. Sewer Pump Station Upgrade and Connection Relocation Agreement

City Manager Kudwa said this is a project the city and Bingham Township advisory group have been working on. He said we have been working together for a number of years and worked with the township on our master plan update and set a vision on how we want to develop. He said this is to upgrade pump station #3, which is a Bingham Township sanitary sewer pump station upgrade and is located east of the cemetery on Steel Road. He said they pumped effluent from the north to the south side when Bingham had a lagoon. When the milk processing plant was built, we extended sanitary sewer. He said our gravity sewer is 15' from the existing force main. He said a shorter travel time is better for overall chemistry. We want to re-route pump station #3 and it is a win for both the township and city. The project is less than \$100,000.

Director Martin discussed the M-21 corridor and the future of that. He said there would be individual service for that if we turn this around.

There was a discussion of the project and working with Bingham Township.

Motion by Commissioner Gurski seconded by Commissioner Craig that the city commission approve the Sewer Pump Station Upgrade and Connection Relocation agreement.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

3. Downtown Façade Grant Program

PSD/DDA Director Hanover said a lot of towns have a façade grant program. She said their design group has looked at a lot of cities that have DDA's and she discussed the City of Petoskey's. She said their money situation is a lot better because you approved the renewal of the TIF and DDA program. She said they made sure it was a legitimate expense and plan to announce it in November. She said that would give them from November until February for proposals. They are going to put \$30,000 towards that program and it would be a 50/50 program. She said she thinks it is going to be a great program.

Motion by Commissioner Craig seconded by Commissioner Kirschenbauer that the city commission approve the downtown St. Johns façade grant program.

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

4. Commissioner Comments

Commissioner Craig thanked the commission for approving the Midwest Trail Authority Maintenance agreement. He said they meet in another week with that authority. He said he went and helped congratulate the Paine-Gillam-Scott Museum. He said it was a nice celebration with a sculpture by a talented artist in St. Johns, Ivan Iler. He said it was interesting to hear the history of it and it was in memory of Bill and Rosemary McCarthy. He gave his compliments to the museum staff and everyone involved. He said tonight they approved contacting board members and committee members whose term is up and see if they want to be re-appointed. He said there are a few vacancies on some of our boards (ZBA member, parking committee, exterior property maintenance committee). He said we should put a request out to the community and the public. He said boards are very important for the city.

Mayor Hufnagel acknowledged the sculpture and said it was a nice ceremony. He said it would be a nice idea for us to have information at our commission meetings with the agendas so people know what is available. He acknowledged the state Christmas tree ceremony on October 28th. He said that is a really cool thing and encouraged folks to attend.

Water Supervisor Smith said the ceremony starts at 8 a.m. and at 9 a.m. people start arriving and the ceremony starts. He said M-21 will be shut down from 8 am – noon.

ADJOURNMENT

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

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

The meeting was adjourned at 6:24 p.m.

CITY OF ST. JOHNS
CITY COMMISSION MINUTES
SPECIAL MEETING
OCTOBER 10, 2022

The special meeting of the St. Johns City Commission was called to order by Mayor Hufnagel at 5:00 p.m. at the Clinton County Courthouse, 100 East State Street, 2nd Floor, Suite #2200, St. Johns, Michigan.

COMMISSIONERS PRESENT: Eric Hufnagel, Bob Craig, Tammy Kirschenbauer, Brad Gurski

COMMISSIONERS ABSENT: Jean Ruestman

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

Public Comment

There was no one present for public comments.

Topic Introduction - Police Department Priority and Status

City Manager Kudwa said we have been working with the chief on goals for the police department. We are working on contract negotiations and facilitation. We want to start to zero in on our specific asks for the police department. He said we are getting feedback from the chief, officers and command team. We feel there are some areas we need to pull back on: funeral escorts, staff at football teams, etc. We need to have a lot of feedback from the commissioners. He said he is hoping we are going to have a tentative agreement with the union; both sides have been working very hard. We also have a position we would like to fill.

Chief Kirk discussed big picture priorities. He said they started discussing the policy and procedure manual when he started and the procedure book was in major need of an overhaul. He talked about the police culture. He said it was important to include the law enforcement advisory group and the city commission. He discussed the condensed version of priorities: oversight of patrol activities; training and professional development; officer safety and retention; contemporary compliance in operational and policy areas; metrics; tier 1 crime activity; getting a building generator. He said the facilitation has been a good training experience.

**CITY COMMISSION MINUTES
SPECIAL MEETING**

OCTOBER 10, 2022

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Summary Discussion - Question and Answer

Recommendations & Round Table for Comments

Next Steps Discussion. Request for Actionable Priority List (Target Date is October 24, 2022)

Mayor Hufnagel said the intent is to ask the chief questions and to offer ideas and feedback that will help him in his path forward.

Commissioner Craig said he is looking at #7 and said he didn't know we had a vacant officer position. What is being done to recruit and fill that position?

Chief Kirk said we had concerns of what the financials were going to look like with the collective bargaining process and we decided to hold on that.

City Manager Kudwa said this process is to figure out how many positions we actually need. What services do we need to provide? He said the position we would like to come back with would be another administrative position.

Commissioner Gurski asked if the current collective bargaining unit has a problem with the number of staff.

City Manager Kudwa said the previous agreement did have staffing minimums. The new agreement takes that minimum staffing language out. We need to cover administratively at night.

Treasurer Kinde said they recently changed from a 10-hour shift to a 12-hour shift, which changes how many positions are needed.

Chief Kirk said they are looking at an issue with comp. time accrual.

Mayor Hufnagel said to make sure we are aware of collective bargaining that is currently taking place.

Commissioner Craig said the city recently expanded the enforcement area into Bingham Township. How is that going?

City Manager Kudwa said it is visible. He said he has talked to people in the township that notice it and like it; he has heard positive comments.

Commissioner Craig asked if it's stretching our staff?

**CITY COMMISSION MINUTES
SPECIAL MEETING**

OCTOBER 10, 2022

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Chief Kirk said the concept came to him from police officers. The officers felt it was a positive to bring officers in. He said there are speed related concerns on Loomis Road. It is as time allows, no stationary radars, and no mandate to be out there.

Commissioner Kirschenbauer said a few years ago we changed to a community officer model and she liked that style. She said she thinks we have gotten away from the core policing duties. There are two highways that run through this town and she rarely sees anyone pulled over. She said funeral escorts don't seem like core police officer duties.

Commissioner Gurski said he definitely agreed with that statement. He said there appeared to be more stops years ago.

Mayor Hufnagel said this is the opportunity we can provide the chief feedback on what we hear from people. Also, what is our feeling and expectations we have. I hear from people that they are not in places like the park and he hears about clusters of officers at the football games. He said he is comfortable with us trying to figure out what we want collectively.

Commissioner Gurski said with the contacts, a time ago we went through COVID and told officers not to stop anyone unless extreme circumstances (100 mph, waving a gun, etc.). He said he cares about the stops, not about the tickets. He discussed getting back in the mindset of initiating the stops.

Commissioner Kirschenbauer said the group is echoing this.

Mayor Hufnagel discussed his dad and philosophy with law enforcement: discretion is the best tool an officer has. He said this is not to be punitive or punish everyone. He said he agrees, he doesn't see a lot of stops. He said we are missing occasions that we are not detecting that are taking place.

Commissioner Gurski asked if an administrative position could take the school, with an officer cruising through. He said he feels that is something our community would appreciate.

Chief Kirk said that is a high priority for us. During school mornings, we tuck back in Smith Hall. He said he wants us to be seen and they have had that discussion. He discussed intelligence-based policing, and when they pull over someone, they can see how many warnings we have given them.

**CITY COMMISSION MINUTES
SPECIAL MEETING**

OCTOBER 10, 2022

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City Manager Kudwa said in the past we had a school resource officer. He said there is merit of looking at that in the future.

Commissioner Gurski said that is the best place to start, at a young age.

Mayor Hufnagel said he wanted to make sure the chief has received guidance from us.

Chief Kirk discussed the Lexipol screen shot. He said they were able to get the Lexipol system put into place. When you get into the system, you get alerts that policy updates are available. You never get out of contemporary compliance with this, but this pace is a lot more aggressive than the books.

City Manager Kudwa said we are moving from an analog system to digital cloud. We did a legal review on each and every policy in the past with the books, Lexipol is accredited to write the policies. Do we have to do a legal review on each and every policy? As needed, we will work with our attorney and his team.

Commissioner Gurski said he has no problem with time urgent actions.

ADJOURNMENT

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

YEA: Hufnagel, Craig, Kirschenbauer, Gurski

NAY: None

Motion carried.

The meeting was adjourned at 5:50 p.m.



October 17, 2022

St. Johns City Commission
100 East State Street
St. Johns, Michigan 48879

Dear City Commissioners,

Brad Jorae's term on the Briggs District Library Board expires December 31, 2022. Mr. Jorae would like to serve another four year term on the Library Board. At their October 13, 2022 meeting, the Library Board decided to recommend Mr. Jorae to the St. Johns City Commission for reappointment:

Brad Jorae residing 208 S Oakland St., St. Johns, MI 48879, to a four year term on the Briggs District Library Board expiring December 31, 2026.

The reappointment of Mr. Jorae to the Library Board will allow the Library to maintain a seven member Board as established the under the District Library Agreement.

Thank you for your consideration of the Briggs District Library Board's recommendation.

Sincerely,

A handwritten signature in blue ink that reads "Sara B. Morrison".

Sara B. Morrison
Director
Briggs District Library

Motion: Rebecca Daman, move to recommend to the St. Johns City Commission that they reappoint Brad Jorae residing at 208 S Oakland St, St. Johns MI., to a four year term on the Briggs District Library Board expiring December 31, 2026.

Seconded by Sharon Bassette

All in Favor

CITY OF ST. JOHNS
AGREEMENT REGARDING RENTAL
OF CITY-OWNED LAND FOR FARMING

RECITALS

This agreement is between the **City of St. Johns**, 100 E. State Street, Suite 1100, PO Box 477, St. Johns, MI 48879 (hereinafter “City”) and **Jessica Chant Smith**, an individual, whose address is **2212 N Dewitt Rd., St. Johns, MI 48879** (“Lessee”).

The City owns land at various locations now vacant and suitable for farming. The City Commission believes it is in the best interests of its residents to offer said land for lease to farm as it yields a return on investment. This agreement obtains that purpose.

AGREEMENT

- City will lease **28.82** acres of land to lessee, situated at the location(s) as shown in the attached Exhibit(s) **Farm 10418/Tract 15294/Sub-tract 16 & 18**, which is/are incorporated herein.
- If this proposed lease is being tendered to a successful bidder pursuant to a Request for Proposal, said lease must be executed by the parties no later than 30 days after formal notice (by a writing) to the successful bidder of the award.
- This lease will commence on May 1, 2023 and terminate on December 31, 2023. This lease does not have an automatic renewal provision.
- The annual rental rate for this leasehold is **\$4,380.64**, calculated at **\$152** per acre x **28.82** acres. Rent will be paid in full by cash or certified funds to the City at the above address no later than May 1, 2023.
- Lessee agrees to farm the land in accordance with established agricultural practices. Lessee will not use or work the land in a way that is inconsistent with production of agricultural products. This land lease limits lessee’s activities to crop farming and those operations supporting same.
- The lessee must agree to abide by all local ordinances as well as all applicable State and Federal laws, rules and regulations in any and all activities, to include adherence to all relevant labor laws, with respect to the leased land.
- Lessee will hold the City of St. Johns and its employees, officers and agents harmless from all claims, liability, loss and/or damages of any kind whatsoever arising out of lessee’s use of the leased land. Lessee will indemnify the City and its employees, officers and agents for any successful claim or award of damages against the City related to lessee’s farm operations on the leased land.

- Lessee shall maintain adequate and appropriate insurance during the leasehold period to include Comprehensive General Liability insurance coverage for bodily injury and property damage and any other insurance requirements established by the Request for Proposal, a copy of which is attached hereto and incorporated herein. The insurance coverages indicated in paragraph 7 of the Request for Proposal shall be binding unless modified by a written agreement by both parties.
- In the event of a breach by either party, notification of said breach must be in writing, delivered to the address of the party as indicated in this agreement. The parties agree to non-binding mediation as a first step in resolving any alleged material breach of this agreement if that matter can't otherwise be resolved through informal negotiations. The parties further agree any lawsuit involving this leasehold will have as the appropriate venue Clinton County.
- Lessee is not permitted to use animal manure on leased land because of noxious odors potentially affecting nearby property owners and businesses. This requirement can only be waived by lessor through a signed writing approved by the City Commission.
- In the event the City desires to develop or sell all or part of the 28.82 acres which is the subject of this lease agreement, it may terminate the lease for this purpose by providing lessee a minimum 90 day notice of said intention to terminate. The City will then be required to compensate lessee for any lost revenues to the extent the termination of this lease affects crop production and/or harvesting. Lessor will make all reasonable efforts not to interfere with crop production/yield if this provision becomes operative.

CITY OF ST. JOHNS, Lessor

LESSEE

ERIC HUFNAGEL, Mayor

By:

Date: _____, 2023

Date: _____, 2023

MINDY J. SEAVEY, City Clerk

Date: _____, 2023



MEMORANDUM
CITY OF ST. JOHNS
Department of Public Services

Date: October 19, 2022

Attn: Dave Kudwa, City Manager
Steven Martin, Director of Public Services

From: Jordan Whitford, Wastewater Division Supervisor

Re: CIPP Lining Project Bidding

In our 2022-2023 F.Y budget we included \$100,000 to perform CIPP (Cured in Place Pipe Lining) on various sections of the sanitary sewer system. I solicited assistance from Spicer Group to provide a set of specifications and contract documents to be sent out to all prospective bidders as well as handle the bid solicitation, review, and provide their professional recommendation of the bids received.

Quote: Spicer Group \$5,000

Recommendation: City Commission approves the engineering services of Spicer Group in the amount of \$5,000 to handle all technical specification, contract documents, and project bidding for CIPP lining. Current budgeted monies for this project are available in account 592-560-818.201. The city attorney has reviewed the proposal and has indicated it is legally sufficient as to form and content.



October 12, 2022

Mr. Jordan Whitford
Wastewater Supervisor & Fire Chief
City of St. Johns
950 N. Old US 27
St. Johns, MI 48879

RE: CIPP Lining Project Bidding
City of St. Johns, Clinton County, Michigan

Jordan:

Per your request, we are furnishing you with this letter agreement for professional engineering services to prepare bid documents for a CIPP (Cured-in-Place Pipe) lining project within the City of St. Johns sanitary sewer system.

We understand that the City is planning an approximately \$100,000 CIPP lining project to be performed during the 2023 construction season and is asking Spicer Group to prepare bidding/contract documents and bid out the work. We understand that the lining work will likely be on sewers along Gibbs St. and Lansing St. and that the City can provide GIS data, televising reports, and some as-built drawing of these sewers.

Below outlines our proposed scope of work and fees.

SCOPE OF WORK

Task 1 Technical Specifications

- Review existing GIS and as-built data
- Coordinate with city staff
- Prepare technical specifications
- Create a map and chart for sewer lining locations

Task 2 Front End / Contract Documents

- Prepare contract documents
- Prepare front end specifications
- Coordinate with city staff

Task 3 Project Bidding

- Coordinate with city staff
- Contact lining contractors
- Bid project on Spicer's website
- Answer bidding questions/issue Addenda
- Evaluate bids and provide recommendations

We would perform additional services only after you authorize the work via a Work Directive Change. Our fee for those additional services will be determined at the time they are rendered. Additional services we would recommend are construction administration and construction inspection.

FEE SCHEDULE

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, additional authorized services, and any reimbursable expenses. The invoice amount will be based on the actual hours spent by our staff on your project billed at the hourly rate of each staff member.

Task 1 Technical Specifications:

Total amount estimated to be \$ 2,500

Task 2 Front End / Contract Documents:

Total amount estimated to be \$ 1,000

Task 2 Project Bidding:

Total amount estimated to be \$ 1,500

Total: \$ 5,000

We have calculated the fee based on our understanding of the scope of the project. If the scope changes or our understanding was incorrect, we can discuss the option of adjusting the fee or the scope of services.

CIPP Lining Project Bidding
October 12, 2022
Page 3 of 3

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

If this proposal meets with your approval, please sign, and return via email, and we will proceed with the work.

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

Sincerely,



Brian O. House, P.E.
Project Manager III

SPICER GROUP, INC
1400 Zeeb Drive
St. Johns, MI 48879
Cell: (517) 214-0882
E-mail: brianh@spicergroup.com

Above proposal accepted and approved by Owner.

CITY OF ST. JOHNS

By: _____
Authorized Signature

Date: _____

Attachments: General Conditions

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.3 Certifications, Guarantees and Warranties. The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

3.4 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.5 Code Compliance. The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (submission to building authorities). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

3.6 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.7 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the

PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.8 Lenders' Requirements. The PROFESSIONAL shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of the PROFESSIONAL, increase the PROFESSIONAL's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

3.9 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

3.10 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

3.11 Buried Utilities. OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner, Dated December 15, 2004.

Spring Swim Lessons	\$31.00	*19	\$27.00	*19
<u>Summer Open Swim:</u>				
Adult			\$3.00	*19
Age 7 – 17			\$2.50	*19
Under age 7			\$2.00	*19
<u>Winter Open Swim:</u>				
Adult			\$4.00	*15
Youth 3 – 17			\$3.00	*15
Family Pass			\$85.00	*11
Family Pass (per day)			\$12.00	*09
Lap Swim/Aqua Therapy – Drop In			\$5.00	*15
Lap Swim Pass – 12 visits			\$50.00	*19

WILSON CENTER ~~GYM~~ RENTAL

<u>OrganizationGym Rental</u>	<u>Floor Only</u>		<u>Floor and Bleacher</u>	
<u>City Resident/Non-ProfitGym Rental</u>	<u>\$2530.00/hr</u>	<u>*2219</u>	<u>\$50.00/hr</u>	<u>*18</u>
<u>Non-Resident</u>	<u>\$35.00/hr</u>	<u>*18</u>	<u>\$65.00/hr</u>	<u>*18</u>
<u>For Profit Organization</u>	<u>\$45.00/hr</u>	<u>*18</u>	<u>\$105.00/hr</u>	<u>*18</u>
<u>Nerf Battles— Non-Profit/City Resident</u>	<u>\$50.00/hr</u>			<u>*18</u>
<u>Nerf Battles— Non-Resident/For Profit</u>	<u>\$60.00/hr</u>			<u>*18</u>
<u>Add On (Flat fee)</u>				
<u>Miscellaneous equipment</u>	<u>\$10.00</u>			
<u>Volleyball Nets</u>	<u>\$10.00</u>			
<u>Batting Cage/Hitting Net</u>	<u>\$10.00</u>			
<u>Nerf Battle</u>	<u>\$25.00</u>			
<u>Bleachers</u>	<u>\$35.00</u>			
Birthday Party – 2-hour rental	\$115.00	*19		
Deposit	\$50.00/hr			*18
<u>Auditorium Rental</u>				
<u>Monday – ThursdayFriday</u>	<u>\$45.00/5 hours</u>	<u>*22</u>	<u>\$120.00/all day</u>	<u>*22</u>
<u>Friday Saturday – Sunday</u>	<u>\$60.00/5 hours</u>	<u>*22</u>	<u>\$150.00/all day</u>	<u>*22</u>
<u>DepositProduction Rehearsals Only, Monday-Thursday Max 12 days</u>	<u>\$300.00/equipment</u> <u>\$22.00/5 hours</u>	<u>*22</u>	<u>\$60.00/all day</u> <u>\$50.00/no equipment</u>	<u>*22</u>
<u>Deposit</u>	<u>\$300.00/equipment</u>	<u>*22</u>	<u>\$50.00/no equipment</u>	

MAIN SOFTBALL FIELD RENTAL

	Practice		Game/Event	
City Residents per hour	\$10.00	*19	\$30.00	*19
City Residents (whole day up to 8 hours)	\$50.00	*19	\$70.00	*19



ST. JOHNS FIRE

**109 E. STATE STREET P.O. BOX 477 ST. JOHNS, MI 48879
PHONE 989-224-2151 / FAX 989-224-8893**

CHIEF: JORDAN WHITFORD

DEPUTY CHIEF: JOHN KOCHENSPARGER

ASSISTANT CHIEF: MARK WINELAND

TO: City Manager Dave Kudwa and City Commission

FROM: Fire Chief Jordan Whitford

DATE: October 18, 2022

RE: Operation Extrication Donations

As technology advances, it's important that we are prepared and ready to advance with it, one of those advancements specifically is our extrication equipment also know as the "Jaws of Life". Currently, we are equipped with two sets of hydraulic powered Jaws of Life, one of which is 10 years old and the other, over 25 years old. Like anything, over the years advancements in technology have become available. New technology utilizes a lithium-ion battery and eliminates all needs for a hydraulic power unit as well as cords that are connected to each unit. Not only do these battery tools operate quicker, they are also less cumbersome and require less manpower to set up and operate. Although these tools are efficient and handy, they come at a price tag of nearly \$50,000. As a department, we collaborated to find the most effective way to purchase these tools without putting a strain on the City budget. At the end of our conversations, we came up with "operation extrication" a fundraising campaign seeking donations from our local business with hopes that collectively we can raise enough money to fund the purchase of this advanced technology.

Per the City of St. Johns Donation Policy, I am requesting your permission to begin this program and solicit donations from local businesses. A copy of the: "Operation Extrication" letter that we will send out is attached for your information.

The St. Johns Fire Department Presents

Operation Extrication



The St. Johns Fire Department has been serving the community for over 150 years and for the first time in more than 40 years, we are asking for your help. Your support is needed to fund a new set of battery powered extrication equipment, commonly referred to as the “Jaws of Life.” This innovative equipment will bring us to the forefront in patient rescue. Every day, vehicles become more durable and safer, and better extrication tools are needed. Battery powered tools are stronger, lighter, and faster than current hydraulic powered tools currently in use. They eliminate the need for a gas engine power head and hydraulic hoses that are bulky and require additional manpower to maneuver.

Our goal is to raise \$50,000 to fund the purchase of this advanced technology, bringing the St. Johns Fire Department to the leading edge in extrication technology. We will be kicking off **Operation Extrication** November 1, 2022 and it will run through April 1, 2023. Our goal is to have the new extrication equipment in service by June 1, 2023. You can follow our progress on Facebook at St. Johns Michigan Fire Department.

Your donation will support the brave men and women of this community that protect you and your families.

Make checks payable to The St. Johns Fireman’s Association.

If you have any questions, please contact Chief Jordan Whitford at (989)292-0604



MUNICIPAL ADVISORS

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Ste 150
East Lansing, MI 48823
United States of America

T: +1 (517) 321 0110
bakertilly.com

October 20, 2022

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

RE: Engagement Letter Agreement Related to Services – 2023 Capital Improvement Bonds

This letter agreement (the “Engagement Letter”) is to confirm our understanding of the basis upon which Baker Tilly Municipal Advisors, LLC (“Baker Tilly”) and its affiliates are being engaged by the City of St. Johns (the “Client”) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in the Scope Appendix to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for decisions regarding implementation of the advice or recommendations included in such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations unless the failure to detect such material errors is within the scope of the applicable engagement and/or Baker Tilly knew or should have known of such material error, subject to Baker Tilly's applicable professional standard of care.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of IP

Unless otherwise stated the Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Bakery Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of this Engagement Letter and our professional fees will be based on the rates outlined in the Scope Appendix.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties may pursue any legal or equitable remedies available to them.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed (i) if Client is the at fault-party, then the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, or (ii) if Baker Tilly is the at-fault party, then a multiple of three times (3x) fees paid to Baker Tilly under the applicable Scope Appendix except to the extent finally determined to have resulted from the legally determined negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, to the extent permitted by law, in no event shall either party be liable to the other for any lost profits, lost business opportunity, lost data, consequential, special, exemplary or punitive damages arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within the applicable statute of limitations.

Other Matters

In the event Baker Tilly is requested by the Client to produce its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is neither a party to the proceeding in which the information is sought nor Baker Tilly's Services are at issue, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other part. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and the Baker Tilly have the right to terminate this Engagement Letter or any work being done under the Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The services and terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, are free to render municipal advisory and other services to others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations, and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

Scope Appendix

The sale process for the bonds is undetermined at this time. We will work with the City staff to determine the best sale route based on market conditions, interest rates and overall costs. Our potential fees are stated below based on the chosen sale method.

Bank Request for Proposals (RFP)

Based on discussions with the Client and given the size and duration of this intended bond issue, we are anticipating a sale process that markets the bonds to banks through a request for proposal. Our scope of service and fee are based on this assumption.

The following services are included in the process of issuing bonds:

- Assessment of market options
- Advice regarding sale formats
- Development of a timetable
- Bond sizing and specifications
- Department of Treasury liaison
- Marketing of the Bond issue
- Conduct bond sale
- Closing letter
- Monitoring of the closing procedures

The fee for these services will be \$18,500 and is payable upon completion of the financing from bond proceeds. The fee includes all routine expenses.

Competitive Sale with Official Statement and Rating

The following services are included in the process of issuing bonds:

- Assessment of market options
- Advice regarding negotiated versus competitive sale formats
- Development of a timetable
- Bond sizing and specifications
- Rating agency application
- Department of Treasury liaison
- Marketing of the Bond issue including compilation and distribution of an Official Statement
- Conduct sale/pricing
- Closing letter development
- Monitoring of the closing procedures

The fee for these services will be \$25,000 and is payable upon completion of the financing from bond proceeds. The fee includes all routine expenses.



MUNICIPAL
ADVISORS

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Suite 150
East Lansing, MI 48823
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DISCUSSION OF POSSIBLE BOND SALE ALTERNATIVES

Baker Tilly Municipal Advisors, LLC is an independent financial advisory firm that is registered with the SEC as a Municipal Advisor. We assist municipalities and school districts plan for and finance improvement projects. Baker Tilly is not affiliated with any bond purchasing entity and works strictly for the municipality. Below is a summary of possible bond sale options that municipalities can consider. This information is for discussion purposes only.

Competitive Sale

A competitive sale is a method in which the issuer completes an official statement and obtains a bond rating for issues over \$1 million. An official statement and rating are not required if the issue is less than \$1 million. The bonds are then marketed nationwide up to the bond sale date. On the bond sale date, purchasers submit bids and the bonds are awarded to the purchaser who provides the lowest True Interest Cost ("TIC") (State Law requirement). This method may be advantageous for issuers who are completing typical municipal bond transactions (e.g. General Obligation or Utility Revenue Bonds).

Strengths:

- All potential investors are able to purchase the bonds due to the completion of an official statement.
- Issuer provides all potential purchasers the opportunity to bid on the bonds through the competitive process.
- Issuer receives lowest interest rates for that date by receiving multiple bids.

Weaknesses:

- Lower bond sale timing flexibility. Bids are only evaluated on the bond sale date.

Negotiated Sale

A negotiated sale is similar to a competitive sale. The main difference being that the issuer selects the underwriter(s) or bond purchaser(s) and negotiates the interest rates with that/those purchaser(s) only. The bond sale date is flexible and can be adjusted as market conditions allow. This method is advantageous for issuers looking to obtain market flexibility or have a “story bond” such that the credit or circumstances need explaining.

Strengths:

- Marketing flexibility due to being able to move the bond pricing date.
- Allows for greater financial planning due to being able to receive estimated interest rates ahead of the bond sale.

Weaknesses:

- No competition or multiple bids received for the bonds.

Request for Proposals (“RFP”)

This is a method of sale where the issuer prepares a bond RFP to be provided to banks or other large bond purchasing entities, but not typically underwriting firms. An official statement is not prepared and a bond rating is not obtained. This process may involve an underwriting firm to act as placement agent. The issuer receives bids on the bond sale date. Upon completion of the bond sale, the bond purchaser must sign a sophisticated investor letter stating that they understand what they are purchasing and that an official statement or other disclosure document is not required, and that they will not re-sell the bonds in the open market. The method of sale is effective for issuers looking to secure quicker, lower cost financing. It is also effective where the bond issue length is relatively short (typically 15 years or less).

Strengths:

- Bond sale process is shorter.
- Lower bond issuance costs. Bond rating, official statement printing and underwriting are not required.
- Competitive process due to accepting multiple bids.

Weaknesses:

- Not effective for long-term financing.
- Number of potential bidders is reduced due to not preparing an official statement.

Placement

This method of bond sale follows the same process as an RFP. The main difference being that the issuer selects one bond purchaser and negotiates the interest rates with that purchaser only. No official statement is prepared and a bond rating is not obtained. This process will typically involve an underwriting firm to act as placement agent. The bond sale date is flexible and can be adjusted as market conditions allow. The attributes of this method of sale are the same as an RFP, but the competitive process is eliminated. Upon completion of the bond sale, the bond purchaser must sign a sophisticated investor letter stating that they understand what they are purchasing and that an official statement or other disclosure document is not required, and that they will not re-sell the bonds in the open market.

Strengths:

- Bond sale process is shorter.
- Lower bond issuance costs. Bond rating, official statement printing and underwriting are not required.
- High market flexibility. Bond sale date can be easily adjusted.

Weaknesses:

- Not effective for long-term financing.
- Number of potential purchasers is reduced due to not preparing an official statement.
- Competitive process eliminated.

QUESTIONS OR FURTHER INFORMATION

Tom Traciak, Director
tom.traciak@bakertilly.com

Andy Campbell, CPA, Director
andy.campbell@bakertilly.com

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2852 Eyde Parkway, Suite 150
East Lansing, MI 48823
Phone: 517-321-0110
www.bakertilly.com

October 20, 2022

Via Email

City Commission
City of St. Johns, Michigan

Dear Commissioners:

The purpose of this letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of St. Johns (the “Issuer”) in connection with the issuance of bonds in an amount presently estimated not to exceed \$3,000,000 (the “Bonds”) by the Issuer to finance the cost of acquiring, restoring, renovating, furnishing and equipping facilities for municipal and community use located in the Wilson Center, 101 West Cass Street, St. Johns, Michigan, which facilities may include without limitation City office space, a gymnasium, an auditorium, and associated site improvements (the “Project”). We understand that the Bonds are expected to be issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and that the Issuer will pledge its limited tax full faith and credit for payment of the principal of and interest on the Bonds. We further understand that the Bonds will be sold pursuant to a private placement or public sale as recommended to the Issuer by the Issuer’s financial advisor, Baker Tilly Municipal Advisors, LLC.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the Issuer and the Issuer’s consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing and delivering the Bonds.
- (3) Analyze the Project and the Bonds for compliance with the requirements of the Internal Revenue Code and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds (including without limitation the resolutions of the governing body of the Issuer declaring official intent to reimburse Project expenditures from Bond proceeds, directing publication of the applicable notice of intent to issue bonds and authorizing the issuance of the Bonds; the order of the authorized officer of the Issuer approving the sale of the Bonds; and all necessary closing documents), and coordinating the authorization and execution of such documents.

City of St. Johns
October 20, 2022
Page 2

(5) Assist the Issuer in seeking from other governmental authorities (including without limitation the Michigan Department of Treasury) such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences and bond closing as may be required.

(7) Prepare and/or review those portions of any official statement or other disclosure document with respect to the Bonds that describe the legal aspects of the Bonds.

(8) Prepare a notice of sale in connection with a competitive sale of the Bonds or review any request for proposals for a negotiated sale and any bond purchase agreement (or similar) with the purchaser.

(9) Prepare the continuing disclosure undertaking of the Issuer, if required.

(10) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the “Closing”).

(11) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct Issuer officials and employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice which is primarily financial in nature, such as advice concerning the financial feasibility of the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties do not include: (a) handling litigation that may arise with respect to the Bonds; (b) preparing or reviewing property tax levy proceedings; (c) property acquisition and condemnation; (d) services relating to any grant funds related to the financing or to any contracts or agreements related thereto; (e) preparing requests for tax rulings from

City of St. Johns
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Page 3

the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (f) preparing blue sky or investment surveys with respect to the Bonds; (g) making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds; (h) except as described in paragraph (7) above, assisting in the preparation or review of any disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that such document does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (i) after the Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that the interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. our engagement does not include rebate calculations for the Bonds); and (j) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

I will be the attorney primarily responsible for managing the financing, and will be assisted by Diana Murphy, a legal assistant in our Firm. In addition, Peter Kulick will provide expertise regarding federal tax aspects of the Bonds. Ms. Murphy and I are resident in our Troy office and Mr. Kulick is resident in our Lansing office. I will attend any meetings at which our Firm's attendance is requested. Our resumes and other information about our Firm can be found on our website – www.dickinsonwright.com. Please let me know if you would like any additional information.

CONFLICTS

Our Firm may currently and from time to time serve as counsel to the purchaser of the Bonds on matters unrelated to the transactions described in this letter. We do not believe that any such representation of the Purchaser as described in this paragraph will adversely affect our representation of, or our relationship with, you.

FEES

Our fee will be payable from Bond proceeds upon delivery of the Bonds. We propose that our fee for performing the services set forth above for a private placement of the Bonds in the principal amount of \$3,000,000 and sold without a disclosure document and continuing disclosure undertaking of the Issuer shall be in an amount of \$20,000. If the Bonds are sold by means of a

City of St. Johns
October 20, 2022
Page 4

public sale, which will involve an Issuer disclosure document and continuing disclosure undertaking, our fee will increase by \$7,500.

Our fee described above is inclusive of any of our out-of-pocket disbursements for expenses incurred in performing the foregoing services. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If, for any reason, the financing represented by the Bonds is not consummated or is completed without delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our public sector rates, which rates are less than our standard hourly rates, for time actually spent on your behalf, plus client charges, as described above.

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (11) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, make the required filing with the Michigan Department of Treasury, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

We look forward to working with you.

Very truly yours,



DICKINSON WRIGHT PLLC

Accepted: _____, 2022

CITY OF ST. JOHNS

By: _____



AGENDA

2022 Report on Homelessness in Clinton County

Overview of Homelessness in Clinton County

Clinton County's literally homeless population continues to grow, although unseen, because the rural homeless tend to live in the woods, campgrounds, cars, abandoned buildings or other places not intended for habitation, so they are out of sight of the communities in which they live, work, or send their children to school.

In addition, the lack of an emergency shelter in Clinton County creates "Doubled Up" situations – those living in the home of a friend or family member. When people are doubled up ("couch homeless"), they tend to change locations frequently, making it difficult for agencies to provide the support and services they need. Doubled up homeless also contribute to the "hidden" nature of homelessness in Clinton County.

The response to the Covid-19 pandemic impacted the homeless or those at risk of homelessness. Due to restrictions in shelter population levels, federal funding was provided to place people in hotels (either the Sleep Inn in DeWitt or the St. Johns Motel). During the eviction moratorium, people could not be evicted for non-payment of rent (although they could be evicted for other reasons). Emergency federal Covid funding provided direct assistance to those at risk of homelessness through two programs:

- **Covid Emergency Rental Assistance (CERA)** provided help with rent (including back rent) and utilities.
- **Shared Housing Intervention Program (SHIP)** provided help with rent and is specifically targeted to doubled-up households with children from birth to 18 years of age.

Much of the response to the pandemic is over. Shelters are at 100% capacity, the eviction moratorium is lifted, and the CERA program is no longer available for assistance. Agencies now must deal with the consequences of the pandemic response and the current economic climate. For example, the eviction moratorium created a situation where the normal cycle of housing openings was disrupted, making it difficult for many to locate affordable housing, and led some landlords to quit renting altogether. Add to this the all-time high inflation rate, and many families are struggling to find or maintain their housing.

Data for Clinton County (Last year's numbers appear in the parentheses)

Housing Services Mid-Michigan

Housing Services is the HARA (Housing Assessment Resource Agency) for Clinton County and was the recipient of both the CERA and SHIP funding. From 1/1/2021 through 12/31/2021 across all programs, Housing Services assisted **206** (186) **households**. Of those, **132** (57) **were literally homeless** (not doubled up). In addition, **1210** (334) **nights** of shelter were provided at the Sleep Inn and St. Johns Motel.

CERA Funds: From April 1, 2021, through December 31, 2021, **377** (225) **households** were served using \$1.6 million. This program has ended.

SHIP Program: A total of **27** (17) **families** in Clinton County have received services through the SHIP program. Most of these referrals have come through Housing Services and a few through the school districts, mainly Dewitt and SJ schools.

PATH Program: Projects for Assistance in Transition from Homelessness
The PATH program finds and assists the area's homeless population in securing shelter options which will lead to permanent housing possibilities. Program activities include:

- Face to face interactions with people living on the streets, vehicles, camps, or in other non-traditional settings unfit for human habitation.
- Engaging clients and connecting them to services; coordinating other MDHHS resources that support housing stability.
- Connecting homeless individuals to the Housing Assistance Resource Agencies (HARA) using the coordinated entry process.

From 1/1/2022 to 10/15/2022 PATH program staff reported **70 instances of contact** with the homeless. Of those, six enrolled in PATH. These individuals ranged in age from 24 to 61.

Capital Area Community Services

From 10/1/2021 through 9/30/2022, Capital Area Community Services assisted **24** (21) households in the Rapid Rehousing Program. Of those, **24** (21) were literally homeless (not doubled up).

SafeCenter

Clinton County residents served through **10/1/2021 – 9/30/2022**

- Residential (Shelter*) = **3** (9) **Adults**

*Shelter at 50% capacity due to Covid restrictions until 3/1/2022.

- Transitional Housing = **7** (8) **Adults** and **7** (6) **children**

McKinney-Vento Data on Homeless Students

Total number in **September 2022** = 41 (Note: Due to a high turnover in Mc-Kinney Vento school liaisons, not all schools are reporting data yet)

- Bath = 0
- St. Johns = 30
- Ovid-Elsie = 0
- CCRESA = 0
- Pewamo-Westphalia = 9
- DeWitt = 2
- Fowler = 0

Project Connect 2022 *(Based on 286 Households Registered)*

- Homeless households = **7** (2) with 1 literally homeless and 6 staying with friends or family)
- Afraid of losing housing = **17** (19)

Who helps the homeless or those at-risk of homelessness?

- Housing Services Mid-Michigan (Clinton County HARA responsible for multiple programs)
- Capital Area Community Services (Rapid Re-Housing program until 9/30/2022)
- SafeCenter (for victims/survivors of Domestic and Sexual Violence)
- Child and Family Charities (Homeless youth)
- St. Vincent DePaul (Motel stays to establish literal homelessness, deposits and first month's rent)
- Beacon of Hope Family Care Center – So far this year, Beacon provided food to **25** (18) **homeless households** – **17** (16) of those were “literally” homeless – housed at a hotel or living in their vehicle and **8** (2) households were “doubled up.” Beacon also provided shower and laundry facilities, gas cards, and distributed **6** “Welcome Home Baskets” to those who went from homeless to housed.
- Local churches (Deposits and first month's rent)

Greatest Needs in Clinton County

- Emergency housing
- **More housing** that is affordable, meets the needs of single adults and larger families (3 or more bedrooms), and can pass inspections
- Services for the currently homeless: showers, laundry, safe place to store belongings
- Warming centers open during the evenings and on weekends

RESOLUTION #27-2022
A RESOLUTION PROCLAIMING NOVEMBER 2022
AS HOMELESS AWARENESS MONTH IN St. Johns

WHEREAS, for more than twenty years, the Michigan Coalition Against Homelessness and its partners have actively promoted Homeless Awareness Month throughout the State of Michigan; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are homeless, including the shortage of affordable housing in St. Johns for very low-income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for members of the St. Johns community; and

WHEREAS, there are many organizations committed to sheltering, providing supportive services as well as meals and food supplies to the homeless including the member organizations of the Clinton County Housing and Homeless Coalition; and

WHEREAS, the St. Johns City Commission recognizes that homelessness continues to be a serious problem for many individuals and families in St. Johns; and

WHEREAS, the intent of Homeless Awareness Month is consistent with the activities of the Clinton County Housing and Homeless Coalition.

NOW THEREFORE BE IT RESOLVED that the St. Johns City Commission hereby proclaims November 2022, as Homeless Awareness Month with the theme of *Harnessing the Power of Your Community*.

BE IT FURTHER RESOLVED that the St. Johns City Commission encourages all citizens to recognize that many people do not have housing and need support from citizens and private/public nonprofit service entities and to become involved in such entities in order to reduce the homeless population in St. Johns.

Resolution declared adopted on October 24, 2022.

Eric Hufnagel, Mayor

Mindy J. Seavey, City Clerk

This certifies that the foregoing is a true and complete copy of action taken by the City of St. Johns City Commission at the regular meeting held on October 24, 2022.

Mindy J. Seavey, City Clerk

RESOLUTION #28-2022
A RESOLUTION PROCLAIMING OCTOBER 2022
AS DOMESTIC VIOLENCE AWARENESS MONTH IN St. Johns

WHEREAS, Domestic violence is defined as the “willful intimidation, physical assault, battery, sexual assault, and/or other abusive behavior as part of a systemic pattern of power and control perpetrated by one intimate partner against another” and includes physical violence, sexual violence, threats, economic, and emotional/psychological abuse; and,

WHEREAS, Domestic violence exists in every community, and affects all people regardless of age, socio-economic status, sexual orientation, gender, race, religion, and nationality; and,

WHEREAS, In the United States, more than 10 million adults experience domestic violence annually with 1 in 4 women and 1 in 10 men experiencing sexual violence, physical violence, and/or stalking by an intimate partner during their lifetime; and,

WHEREAS, 36.1% of Michigan women and 25.8% of Michigan men experience intimate partner physical violence, intimate partner rape, and/or intimate partner stalking in their lives and in 2019, 57,018 incidents of domestic violence were reported to Michigan police while many others went unreported; and,

WHEREAS, In 2018, there were 152 reported domestic violence incidents in Clinton County, Michigan; and,

WHEREAS, The City of St. Johns, Michigan is committed to taking a firm position against domestic violence and will remain focused and committed to ensuring that victims are safe and abusers are held accountable for their crimes; and,

WHEREAS, Domestic Violence Awareness Month provides an important opportunity for citizens to learn more about domestic violence and to show support to SafeCenter Domestic and Sexual Violence Services who provides advocacy efforts, services, and assistance to domestic violence victims;

NOW THEREFORE, I, Eric Hufnagel, Mayor of St. Johns, do hereby proclaim October 2022 as Domestic Violence Awareness Month in St. Johns.

Resolution declared adopted on October 24, 2022.

Eric Hufnagel, Mayor

Mindy J. Seavey, City Clerk

This certifies that the foregoing is a true and complete copy of action taken by the City of St. Johns City Commission at the regular meeting held on October 24, 2022.

Mindy J. Seavey, City Clerk

#29-2022
RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENT
TO ISSUE LIMITED TAX GENERAL OBLIGATION BONDS

At a regular meeting of the City Commission of the City of St. Johns, Clinton County, Michigan, held on October 24, 2022.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by
_____:

WHEREAS, the City of St. Johns (the "City") proposes to issue its tax-exempt bonds (the "Bonds") in one or more series to finance the cost of acquiring, restoring, renovating, furnishing and equipping facilities for municipal and community use located in the Wilson Center, 101 West Cass Street, St. Johns, Michigan, which facilities may include without limitation City office space, a gymnasium, an auditorium, and associated site improvements (the "Project"); and

WHEREAS, it is anticipated that the City may advance all or a portion of the costs of the Project prior to the issuance of the Bonds, such advance to be repaid from proceeds of the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the City intends by this resolution to qualify amounts advanced by the City to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

BE IT RESOLVED by the City Commission of the City of St. Johns, Clinton County, Michigan, as follows:

1. The City hereby declares its official intent to issue its limited tax general obligation bonds in one or more series in the aggregate principal amount of not to exceed \$3,500,000 to finance the costs of the Project. The City hereby declares that it reasonably expects to seek reimbursement for its advances to the Project as anticipated by this resolution. The bonds shall be authorized by proper proceedings subsequent to this resolution.

2. The City Clerk is hereby instructed to publish the notice attached hereto once in a newspaper of general circulation in the City, which notice shall not be less than ¼ page in size in such newspaper.

3. The firm of Dickinson Wright PLLC is hereby appointed as bond counsel to the City, and Baker Tilly Municipal Advisors, LLC, is hereby appointed as the City's registered municipal advisor in connection with the issuance of the Bonds.

4. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)ss
COUNTY OF CLINTON)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Commission of the City of St. Johns, Clinton County, Michigan, held on October 24, 2022, the original of which is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of October, 2022.

Clerk, City of St. Johns

Note: This notice must be not less than ¼ page in size in the newspaper.

NOTICE OF INTENT TO ISSUE BONDS
BY THE CITY OF ST. JOHNS, MICHIGAN

NOTICE IS HEREBY GIVEN, that the City of St. Johns, Michigan, (the “City”) intends to issue limited tax general obligation bonds in one or more series in the aggregate principal amount of not to exceed \$3,500,000 for the purpose of defraying all or part of the cost of acquiring, restoring, renovating, furnishing and equipping facilities for municipal and community use located in the Wilson Center, 101 West Cass Street, St. Johns, Michigan, which facilities may include without limitation City office space, a gymnasium, an auditorium, and associated site improvements (the "Project").

The bonds will bear interest from their date at a rate or rates to be determined upon the sale thereof but in no event to exceed such rates as may be permitted by law.

The bonds will be issued under and pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended, and the full faith and credit of the City will be pledged to pay the principal of and interest on the bonds as the same shall become due. The City will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due; provided, however, that the amount of taxes necessary to pay the principal and interest on the bonds, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the City Commission of the City of St. Johns, to and for the benefit of the electors of the City in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors residing within the City, whichever is the lesser, shall have been filed with the undersigned City Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the City qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the issuance of said bonds, the purpose of the bonds and the subject matter of this notice may be secured at the office of the City Clerk of the City of St. Johns, 100 East State Street, St. Johns, Michigan 48879.

This notice is given pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended.

Mindy J. Seavey, Clerk
City of St. Johns



MEMORANDUM CITY OF ST. JOHNS

To: City Commission

From: Dave Kudwa, City Manager

Date: October 19th, 2022

Subject: Downtown parking plan

Memo objective:

To have the city commission review the proposed downtown parking plan

We've been working to develop a parking plan that manages the quantity, location, and enforcement of public parking in the central business district.

As you know, this project is more complicated than it appears especially since each street, each block, is unique from the others. We feel this proposal adds parking capacity by expanding areas for on-street, overnight parking and creates a cost-effective approach to enforcement.

Proposal highlights (Phase I – program approved by Planning Commission in May, 2022)

(Comments in RED are program modifications per PSD/DDA board discussions and city staff additions)

Permit Structure

Tier 1: \$750 annually, allows parking in three designated spaces on Clinton Avenue, public parking lots, and designated on-street parking areas.

Tier 2: ~~\$500~~ \$300 annually, allows parking in public parking lots and designated on-street parking areas (including the fifth block of Clinton Avenue).

Tier 3: \$100 annually, allows parking in designated on-street parking areas only.

Permit Revenue: Permit revenue would be assigned to a budget line item dedicated to downtown parking lot improvements.

Public parking lots: Currently, short-term parking (less than 2 hours) is allowed in the public parking lots along with permitted overnight parking. The new plan would require permits at all times ~~always require permits except the parking lot adjacent to Gill-Roy's which will remain 2-hour parking during the day with permitted overnight parking-~~

Clinton Avenue:

The daily use of Clinton Avenue will remain the same with a 2-hour parking limit. However, ~~six-three~~ spaces ~~per block~~ would be added for overnight parking with a Tier 1 permit ~~(in front of 116 N. Clinton Avenue)~~. ~~This would allow 18 spaces in the first three blocks of Clinton Avenue to be used for this purpose.~~ However, these spaces could still be used during the day for local shoppers in the same way they've been used in the past.

~~The fifth block of Clinton Avenue (Ross to Steel) would differ slightly from the first three blocks by allowing overnight parking. Tier 3 parking passes would still be required for these spaces.~~

Walker Street and Higham Street (Spring to Brush)

The use of these spaces would not change (short-term parking during the day, no overnight parking).

Spring Street ~~and Brush Street~~ (State-Higham Street to Railroad Street)

Select parking spaces in the ~~second and third blocks of these streets~~ would allow on-street, overnight parking (see included map-Tier 3 permit). Daily use would remain the same.

Railroad Street (Brush to Oakland), Oakland Street (near Railroad Street)

Select parking spaces would allow on-street, overnight parking (see included map-Tier 3 permit). Daily use would remain the same.

Wilson Center (adjacent streets —~~Cass, Clinton, McConnell, Church~~)

On-street, overnight parking would be allowed but only on McConnell Street (Clinton to Church) ~~only adjacent to the building~~ and with a Tier 23 permit.

Parking Enforcement

Creating a new method for parking enforcement has been difficult but after considering many other options, we recommend installing security cameras on Clinton Avenue. The cameras will be able to show Clinton Avenue along with portions of Walker/Higham/Railroad streets. The video footage will be monitored at the police station. Additional, part-time staffing is anticipated to monitor and enforce downtown parking activity. Our staff is in the process of getting quotes to install the security cameras and we anticipate having this system on-line by February 1st, 2023.

Staff Recommendation:

That the city commission approve the downtown parking plan as presented



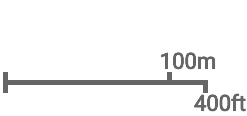
Downtown Parking Plan
Proposed new, on-street, overnight parking spots: 150

Tier I: 3
Tier II: 81
Tier III: 66



Clinton County

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Map Publication:
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Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Clinton County expresses no warranty for the information displayed on this map document.