

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, November 14, 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 24, 2022
 - Special meeting of October 24, 2022
- b. Approval of Warrants
 - In the amount of \$319,879.98
- c. 2022 Awards Luncheon
 - Staff recommends that the city commission authorize funds not to exceed \$1,000 for the annual awards luncheon on Friday, December 16, 2022 at 12:00 p.m.
- d. Detention Basin Maintenance – Townsend Road & Johnella Estates
 - Staff recommends that the city commission approve the quotes from Wombat Services LLC in the combined amount of \$19,100.00 for detention basin maintenance.

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

- e. Brush Truck Bid – Dewitt Area Emergency Services Authority
 - Staff recommends that the city commission approve a bid of \$18,000 to the Dewitt Area Fire Department for their 1996 brush truck.
- f. Parks and Recreation Board Recommendation
 - The Parks and Recreation Board recommends that the city commission approves holding a public hearing at the next Parks and Recreation Board meeting on January 18, 2023 to receive comments regarding a possible sale of the Oak Street Park.
- g. Parks and Recreation Board Recommendation – Non-Motorized Trails
 - The Parks and Recreation Board recommends that the city commission approve converting dirt roads on the west side of the park to non-motorized trails.
- h. Adoption of Revised Overtime & Compensatory Compensation For Exempt Employees Policy
 - Staff recommends that the city commission adopt the following policy: #507 – Overtime & Compensatory Compensation for Exempt Employees.
- i. Wilson Center – Commercial Lease Agreement – DPMG Prime LLC
 - Staff recommends that the city commission approve the commercial lease agreement with DPMG Prime LLC and authorize the mayor to sign and the city clerk to witness the agreement.

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

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

- 1. Presentation of Resolution of Appreciation to Tammy Kirschenbauer #30-2022
(6:07 pm – 6:10 pm)
- 2. Presentation of Resolution of Appreciation to Bob Craig #31-2022 ***(6:10 pm – 6:13 pm)***
- 3. Public comment - agenda & non-agenda items ***(6:13 pm – 6:16 pm) Discussion only***

D. COMMUNICATIONS:

E. OLD BUSINESS:

F. NEW BUSINESS:

- 1. Commissioner Comments
(6:16 pm – 6:26 pm) Discussion only

G. ADJOURNMENT: *(6:26 pm)*****

(Next Regular Meeting Scheduled for **Monday, November 28, 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 24, 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, Jean Ruestman, Tammy Kirschenbauer, Brad Gurski

COMMISSIONERS ABSENT: None

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

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

City Manager Kudwa asked to add item k. Purchase of 20 New Portable Radios. He said this is a grant with the county for \$7,792.00 utilizing ARPA money.

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

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

a. Approval of Minutes

Motion by Commissioner Gurski seconded by Commissioner Ruestman that the minutes of the October 10, 2022 regular meeting and October 10, 2022 special meeting be approved as presented.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

b. Approval of Warrants

Motion by Commissioner Gurski seconded by Commissioner Ruestman that warrants be approved as presented in the amount of \$312,962.91.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None
Motion carried.

c. Board Re-appointments

Motion by Commissioner Gurski seconded by Commissioner Ruestman that 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).

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

d. Board Appointments

Motion by Commissioner Gurski seconded by Commissioner Ruestman that the city commission appoint Brian House to the LDFA Board, replacing Shawn Middleton (4-year term expiring November of 2026).

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

e. Agreement Regarding Rental of City-Owned Land for Farming – Jessica Chant Smith

Motion by Commissioner Gurski seconded by Commissioner Ruestman that the city commission ratify the agreement with Jessica Chant Smith and authorize the mayor and city clerk to sign.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

f. Spicer Proposal – CIPP Lining Project Bidding

Motion by Commissioner Gurski seconded by Commissioner Ruestman 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.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

g. Fee & Rate Update – Wilson Center

Motion by Commissioner Gurski seconded by Commissioner Ruestman that the city commission adopt the fee & rate updates for the Wilson Center.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

h. Operation Extrication Donations

Motion by Commissioner Gurski seconded by Commissioner Ruestman that the city commission approve this program and authorize the fire department to solicit donations from local businesses.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

i. Baker Tilly – Engagement Letter Agreement Related to Services – 2023 Capital Improvement Bonds

Motion by Commissioner Gurski seconded by Commissioner Ruestman that the city commission approve the engagement letter with Baker Tilly and authorize the mayor and city clerk to sign.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

j. Dickenson Wright - Engagement Letter – 2023 Capital Improvement Bonds

Motion by Commissioner Gurski seconded by Commissioner Ruestman that the city commission approve the engagement letter with Dickenson Wright and authorize the mayor and city clerk to sign.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

k. Purchase of 20 New Portable Radios

Motion by Commissioner Gurski seconded by Commissioner Ruestman that the city commission approve the lease agreement with Clinton County in the amount of \$7,792 to purchase 20 portable radios using the city's ARPA funds.

YEA: Hufnagel, Craig, Ruestman, 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 Kirschenbauer that the city commission approve the agenda as presented.

AGENDA

A. OPENING:

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2. Pledge of Allegiance
3. Consent Agenda

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 - Staff recommends the city commission 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.
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-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.

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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.

k. Purchase of 20 New Portable Radios

-Staff recommends that the city commission approve the lease agreement with Clinton County in the amount of \$7,792 to purchase 20 portable radios using the city's ARPA funds.

4. Approval of Agenda:

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

1. Public comment - agenda & non-agenda items
2. Edwin Taylor, Chair of the Clinton County Housing and Homeless Coalition – Homeless Awareness Month Resolution #27-2022
3. Hannah Gottschalk, SafeCenter Executive Director – Domestic Violence Awareness Month Resolution #28-2022

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
2. Downtown Parking Plan
3. Commissioner Comments

G. ADJOURNMENT:

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

PUBLIC HEARINGS

PERSONS WISHING TO PRESENT TESTIMONY

1. Public Comment

Mayor Hufnagel asked if there were any public comments.

Fire Chief Whitford discussed operation extrication. He said WLNS wants to air that and track the campaign as it goes.

City Manager Kudwa said he didn't see a downside to that.

PSD/DDA Director Heather Hanover was present. She said there is a grand opening tomorrow between 4-7, with a ribbon cutting at 5 at BitLyft.

Roberta Cocco, resident, was present. She said she had questions on what you discussed earlier. She said she heard that you are trying to ask Dymaxion for an additional 8' and asked how it will affect apartments. She said you mentioned HVAC may be able to get the gym to 78 degrees in the summer. She discussed considering the payout and cost of renovating it for HVAC to bring temperatures to something comfortable. She said the city offices looked great and she loved the windows. She said she heard the Chamber of Commerce or DDA might be able to have some offices, but none of it was designated. She said adjustments seem to be a costly thing down the line. She said Brad made a great comment around parking and deliveries. She said she was curious about that.

Mayor Hufnagel said if you have questions, please meet with staff or you can reduce questions to writing and send them in.

2. Edwin Taylor, Chair of the Clinton County Housing and Homeless Coalition – Homeless Awareness Month Resolution #27-2022

Edwin Taylor was present and he introduced Leesa Leyrer, his co-worker. He discussed homelessness in Clinton County for 2022: assisted 206 households; 132 were literally homeless; 1,210 nights in a motel; \$1.6 million to help CERA funding; discussed PATH and 70 instances; seeing older folks being more affected by homelessness; partner with Capital Area Community Services – helped 24 literally homeless to get service;

SafeCenter sheltered 3 adults; Project Connect – 1 literally homeless; 6 doubling up; he discussed shelters. Clinton County doesn't have a lot of affordable housing; stock is very limited and we need more affordable housing in Clinton County. We don't have services of showers or places to do laundry. We need to think about warming centers in Clinton County; most close at 5-6 p.m. and the coldest temperatures are at night. On November 10th from 6:30 – 8:00 p.m. at the First Baptist Church there is a community conversation on homelessness.

Commissioner Ruestman said thank you for what you are doing and coming back every year. Thank you for the reminder.

Mayor Hufnagel thanked them for sharing information on the community conversation.

Motion by Commissioner Ruestman seconded by Commissioner Kirschenbauer that the city commission adopt Homeless Awareness Month Resolution #27-2022.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

3. Hannah Gottschalk, SafeCenter Executive Director – Domestic Violence Awareness Month Resolution #28-2022

Hannah Gottschalk was present. She said many still know them as RAVE. She said October is Domestic Violence Awareness Month and it is alive and well in our communities. Since the Pandemic, they have only seen an uptick in domestic and sexual violence. When the Pandemic started, things got really quiet. People were trapped at home with abusive partners and couldn't access them, now they are back up at 100% capacity. They have seen more violence. This requires a community that says we are not going to stand for this. They assisted 44 individuals with housing in the past year using a \$300,000 grant. They are reporting to the hospital a lot more. She said their services are essential. She asked the city to declare October Domestic Violence Awareness Month.

Mayor Hufnagel thanked her for being here.

Motion by Commissioner Gurski seconded by Commissioner Craig that the city commission adopt Domestic Violence Awareness Month Resolution #28-2022.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

COMMUNICATIONS

OLD BUSINESSNEW BUSINESS1. Resolution Authorizing Publication of Notice of Intent to Issue Limited Tax General Obligation Bonds - #29-2022

Treasurer Kinde said this is the resolution authorizing intent to issue bonds for the Wilson Center. She said it sets a 45-day period for any costs we are now incurring. Eric from Dickinson Wright is on Zoom. He wanted to make sure we knew the following: the resolution is the process under state and federal law; will set outer boundaries; the maximum principal amount (higher than we anticipate); if project is changed, we would have to have an additional notice of intent; 45-day period, 10% of city's registered electors ask for referendum period; subsequent meeting will have a different resolution. This is not to exceed \$3.5 million and will get the process started.

Motion by Commissioner Ruestman seconded by Commissioner Craig that the city commission adopt Resolution Authorizing Publication of Notice of Intent to Issue Limited Tax General Obligation Bonds - #29-2022.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

2. Downtown Parking Plan

City Manager Kudwa said we have been talking about downtown parking for a long time and have had really good public engagement. He said it was getting to the point that it was time to bring the plan we have to the commission. He said he had a good conversation this week with Heather Hanover. There have been a lot of different ideas and he thinks we have a really good plan to start with. Currently, with our lots you can park for two hours without a permit. With this plan, lots will be by permit only except for the Gill-Roy's parking lot. There will be 3 different tiers: #1 – three (3) on street spaces on Clinton Avenue for the hotel, but not designated.

Commissioner Gurski left meeting at 6:33 p.m.

City Manager Kudwa said tier #2 – parking lots for a cost of \$300 annually; tier #3 – on street overnight parking by Railroad Street and a little bit on Spring Street. He said parking enforcement was a huge problem and they are looking at security cameras on each corner of each block. It may require us to hire another half-time person to do that.

He said Chief Kirk is looking at prices to do that. He said one of the biggest parts was to add capacity: we are adding 150 spaces. He said he likes the overlap of uses.

PSD/DDA Director Hanover said the enforcement change has been huge; they can't chalk tires anymore. She said cameras could be a big benefit with vandalism also. She said people know there is no enforcement now. She said she likes the idea of using infrastructure we already have and \$300 is pretty cheap for a whole year of parking. The board didn't want any overnight parking on Clinton, but we are going with 3. Dave wanted 18 and we wanted 0.

Commissioner Craig said he is very happy city management involved the DDA/PSD. He asked what involvement you had with the city's parking committee.

City Manager Kudwa said they were involved a year or year and a half ago. This was a little broader than just downtown parking and it was our recommendation that we take it through the planning commission and use that process. He said we did not use the parking committee specifically with this; they have weighed in on this in the past. We felt it was time to put a comprehensive plan together.

Commissioner Craig said he would like to see it referred to them.

Commissioner Ruestman said the parking committee did discuss this all thoroughly and gave a ton of input. It was not significantly different than what we discussed here.

Commissioner Kirschenbauer said the day she came on board, parking was the big issue. She said everyone has their own personal view of what would satisfy them with parking. She said she thinks this is a great plan and she loves it has enforcement in it. She said she is glad to see a plan moving forward and we will work it out as we go.

Mayor Hufnagel said it has been an issue since he came onto the commission. There are a lot of conflicting interests and a lot of moving parts here.

Motion by Commissioner Kirschenbauer seconded by Commissioner Ruestman that the city commission approve the downtown parking plan as presented.

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

3. Commissioner Comments

Commissioner Craig said everyone should be congratulated on the parking plan; it is a step forward. He said it is a work in process and will probably be changed. He said he is working hard, as an individual, to pass the street millage proposal. He said he is hoping people will vote. It is important to the future of our city. He said he drove down Walker Street today as well as Baker Street and it is so nice. He said it is the last piece of our plan from 5 years ago and it looks great. We can do good things with the support of the public.

Commissioner Ruestman wanted to pre-recognize city staff before the election. She said there are a lot more people who vote absentee and that creates another layer. She also said there are lots of leaves raked to her curb.

City Manager Kudwa said that is coming soon. We are talking about starting the collection a little bit sooner than anticipated.

Commissioner Kirschenbauer echoed Bob's comments on the street millage. She said someone wrote on Facebook this was the first time his street was fixed in 50 years. Please get out and vote.

Mayor Hufnagel thanked Hannah and Edwin for being here. He encouraged everyone to attend the community forum. He asked them to stick around for a photo. He echoed the comments on the street millage & sidewalks. On October 28th, it is the state Christmas tree event where the tree is being moved from the city and 9:30 a.m. is the program.

ADJOURNMENT

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

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

The meeting was adjourned at 6:53 p.m.

CITY OF ST. JOHNS
CITY COMMISSION MINUTES
SPECIAL MEETING
OCTOBER 24, 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, Jean Ruestman, Tammy Kirschenbauer, Brad Gurski

COMMISSIONERS ABSENT: None

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

OTHERS PRESENT: Ken Jones, Studio Intrigue

Public Comment

Ed Thelen, 110 W. Cass, was present. He said he will not make the 6:00 p.m. meeting, but wanted to let them know that he appreciated pulling overnight parking for his side of the street and moving it to the other side of the street.

Wilson Center Goals

City Manager Kudwa said Ken has done an excellent job of putting together a floor plan for us. He said we have started talking about the condo documents. He said we want to reestablish our goals for the facilities. He said we have been in communication with the arts council and what their vision for the auditorium is. He said we will continue to work on the gymnasium space. He discussed items we have for the gym and auditorium site improvements.

Commissioner Craig said we had a meeting in the auditorium and they had the steps from the stage of auditorium down to the seating. He said he is hoping that new steps will be made.

Mr. Jones said those are temporary stairs. He said with ADA, if you provide steps then you need to provide something for those that can't do steps. We are looking at not providing steps from the stage.

**CITY COMMISSION MINUTES
SPECIAL MEETING**

OCTOBER 10, 2022

PAGE 2

City Manager Kudwa discussed the city's acceptance of donated equipment. We are working with Foster Swift to make sure there is a clear understanding of equipment that is a part of that space. We will have a resolution for the city to formally accept the equipment.

Mayor Hufnagel said to make sure you look at our gift policy.

City Manager Kudwa said we would like to look at a new HVAC system in the next year.

Commissioner Gurski asked if all items are a part of the original cost estimate.

City Manager Kudwa said replacing the stage deck was not a part of it. We didn't have the numbers for a new changing room. He said the windows and HVAC we want to work on soon.

Mayor Hufnagel asked about research done on additional handicap parking.

City Manager Kudwa said the front parking will be all ADA accessible.

Commissioner Craig said there is an elevator in back. He asked if there are plans to update the elevator or make changes.

Mr. Jones said it will become a passenger elevator.

Mayor Hufnagel asked about the balcony condition.

Mr. Jones said over time it would need new finishes and seating, but structurally it is fine. He said it could use updated railings and seats, but the space is functional.

Gymnasium

City Manager Kudwa said we would like to take out the old bleachers, remove the sliding door, repair window blocks, repair the ceiling tile that is falling, air exchangers taken out, HVAC, and a new coat of paint.

Mr. Jones said it is in good shape too.

Mayor Hufnagel asked about projections for additional costs for recreational activities to be added.

**CITY COMMISSION MINUTES
SPECIAL MEETING**

OCTOBER 10, 2022

PAGE 3

City Manager Kudwa said we are having conversations, but nothing is concrete yet. He discussed buying batting cages.

There was a discussion of the divided wall and whether it would be needed.

Mayor Hufnagel asked about replacing doors (two doors on the northwest side). Are there any other egress points?

City Manager Kudwa said the common spaces we will have to work out with Dymaxion.

City Office Space

City Manager Kudwa said the biggest part of this is the connection of a community room in proximity of the auditorium and gym with a kitchen space. He said there would be a triangle of different uses. He said on the rendering, there is a 5' or 6' wide opening for the office and we are going to make that bigger, but everything would be secure. He discussed the office space. He said we would be bringing the windows back to the way they were originally. He discussed the layout of the office and said it utilizes the hallway.

Commissioner Ruestman asked where the public comes in.

There was a discussion of access to the offices and conference room.

City Manager Kudwa said we discussed 2-3 extra spaces for possibly the chamber or DDA.

There was a discussion about the election room being large enough; restrooms available for the public.

City Manager Kudwa said we want a space that memorializes our history. We would bring some of those school pictures back. There was a discussion of having a concession area to the kitchen.

There was a question about whether the lobby and vestibule would be in our control to lock at certain times.

Mr. Jones said it would be open to the rest of the building. He said he anticipates a key card system for residents to get in.

**CITY COMMISSION MINUTES
SPECIAL MEETING**

OCTOBER 10, 2022

PAGE 4

Commissioner Craig said likes the overall plan and the safety for our staff.

There was a discussion regarding the main large meeting room.

Commissioner Gurski asked if there is a need to have 3 entry points. Could we get rid of the steps and have a long ramp?

Mr. Jones said to get the length, we had to swing the ramp around. He said you could have one set of stairs instead of two with the ramp.

Site Improvements

City Manager Kudwa discussed a drop box, the parking on Cass Street will have a number of ADA spots, new lighting around the building that matches our downtown, a couple of trees we are going to take down, stormwater detention is a big deal (think most runoff goes to our sanitary sewer), and remove concrete/asphalt on the south side of building.

Mayor Hufnagel said #5 and #6 will be a shared responsibility.

City Manager Kudwa said yes; we will take that into meetings with Dymaxion.

Commissioner Gurski said with #6, has there been a consideration about deliveries of any kind? He said he would love to see consideration of some parking in the front corner where it is currently fenced off.

Financing

City Treasurer Kinde said we are working with Baker Tilly on an estimated 15-year bond. She said they had a discussion that we can determine how those payments play out. We have a bond that will be paid off in April of 2024; our defined benefit payments are scheduled to drop significantly in 2028; there is approximately \$850,000 we will get back from the county for city offices. We have two different options for issuance: direct issuance with banks or full market for the bonds. She discussed the pros & cons and that we have both options on the agreements.

Commissioner Gurski if it was a G.O. (general obligation) bond?

Treasurer Kinde said yes.

**CITY COMMISSION MINUTES
SPECIAL MEETING**

OCTOBER 10, 2022

PAGE 5

Commissioner Gurski asked about rates.

Treasurer Kinde said he has been ultra conservative with the rates.

Commissioner Gurski asked about our rating.

Treasurer Kinde said we are AA-.

ADJOURNMENT

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

YEA: Hufnagel, Craig, Ruestman, Kirschenbauer, Gurski

NAY: None

Motion carried.

The meeting was adjourned at 5:44 p.m.



MEMORANDUM
CITY OF ST. JOHNS
Department of Public Services

Date October 27, 2022

To: City Commission
 Dave Kudwa, City Manager

From: Steven M. Martin, Director of Public Services

Subject: Detention Basin Maintenance

Included in the approved 2022/23 Fiscal Budget is funds to perform the necessary maintenance on the Johnella Estates Basin and outlet drainage ditch. In addition, we will also address the detention basin on Townsend Road within the budgeted funds.

Maintenance includes mowing/grinding along the slopes and bottom. The flow channel will be re-established as part of this project. Residents in the immediate areas shall be notified prior to start date.

Recommendation: Approval of the attached quotes from Wombat Services, LLC in the combined amount of \$19,100.00 for the services described. Funds are available in accounts 203-463-818.029 and 203-463-818.050.

14381 Brennan Road
Chesaning, Michigan 48616

Address: 100 E. State St.
St. Johns, Mi 48879
Phone: 989-224-8944

From: Chris Tomac
Phone: 989-798-7179
Email: tomac.chris@gmail.com

Contact: Steve Martin
Phone: 517-490-8352

Projected Date: TBD

Email: Smartin@stjohnsmich.com
Fax: 989-244-2204

Scope of Work	
Area	Description of Work
Detention	Mowing along the slopes of the bank and the bottom of the pond and
Basin and	Outlet channel. Re-establish flow lines in the basin and outlet.
Drainage	
Outlet	

John Ella Estates Detention Basin work - not to exceed quoted \$	>\$12,800
<i>mobilization</i>	included
Total	>\$12,800

This service as a quote, prices may be subject to change. Thank You!

14381 Brennan Road
Chesaning, Michigan 48616

Address: 100 E. State St.
St. Johns, Mi 48879
Phone: 989-224-8944

From: Chris Tomac
Phone: 989-798-7179
Email: tomac.chris@gmail.com

Projected Date: TBD

Email: Smartin@stjohnsmich.com
Fax: 989-244-2204

Mowing of detention basin	\$6,300
<i>mobilization</i>	included
Total	\$6,300

This service as a quote, prices may be subject to change. Thank You!

Chief
Jordan Whitford

ST. JOHNS FIRE DEPARTMENT

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

Deputy Chief
John Kochensparger

Assistant Chief
Mark Wineland



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

To: City Commission and Dave Kudwa, City Manager
From: Jordan Whitford, Fire Chief
Date: November 04, 2022
Subject: Brush Truck Purchase

We recently were made aware that the Dewitt Area Fire Department is accepting sealed bids for one of their brush trucks to make room for a new vehicle that will be arriving. This truck is a 1996 with only 17,000 miles on it and equipped with an aluminum flatbed, upfitted with a 250-gallon water tank, pump, two hose reels, and a large amount of storage.

Currently we do not have a brush truck in our fleet as it was sold years ago and never replaced. Since then, we have taken on the coverage of additional jurisdictions and the need for a brush truck has truly shown. Now we solely rely on brush trucks from neighboring departments and are at their mercy for availability and their response time. Purchasing this vehicle would allow us to get a brush truck on scene quickly and the ability to access areas we cannot access with other vehicles in our fleet. Myself and the City mechanic have inspected and driven this vehicle and found it to be very well taken care of, well maintained, and feel this is a perfect opportunity for us to fill a long overdue cap in our fleet.

The City assigned \$60,000 of fund balance specifically for a brush truck during fiscal year 2021-2022. We would like to use \$18,000 of this towards a bid for this truck.

Recommendation: City staff recommends City Commission approve a bid of \$18,000 to the Dewitt Area Fire Department for their 1996 brush truck.



MEMORANDUM CITY OF ST. JOHNS

To: Dave Kudwa, City Manager
From: Bill Schafer
Date: 11/1/22
Subject: Sale of Oak St Park

The Parks & Recreation Board met on October 26th to discuss selling Oak St Park. The board discussed the following issues- impact on DNR grant scores, use of the sale proceeds and number of lots on the site.

The board is proposing that we sell this property and use the proceeds of the sale to use as a grant match to either purchase or improve other parks.

Staff Recommendation:

Staff supports the recommendation for the board and proposes to hold a public hearing at the next parks and recreation board meeting on January 18, 2023.



Clinton County



Map Publication:
10/23/2022 10:46 AM



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FetchGIS

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.



MEMORANDUM

CITY OF ST. JOHNS

To: Dave Kudwa, City Manager

From: Bill Schafer *BS*

Date: 11/1/22

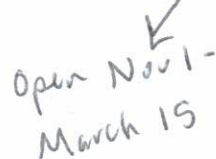
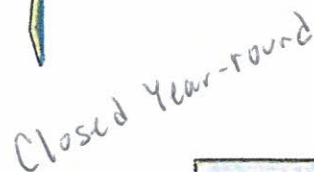
Subject: Changing Dirt Roads in Park to Non-Motorized Trails

The Parks & Recreation Board met on October 26th to discuss converting the dirt roads on the west side of the park into non-motorized trails. The board discussed the following issues: sledding hill parking, property destruction by vehicles driving off-road, emergency vehicle access, parks & recreation master plan goals, and pedestrian safety. The board is proposing to close the “pink” section permanently and maintain seasonal access from November 1st through March 15th on the “green” section. The seasonal access would be targeted at residents that desire to use the sledding hill. From March 15th – November 1st, the gravel roads will open to non-motorized traffic only.

Staff Recommendation:

We support the recommendation of the Parks and Recreation Board and would implement the seasonal schedule as soon as possible.

If you have any questions about this please prior to the meeting please feel free to reach out to myself of City Manager Kudwa



507 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour restrictions. Employees covered by the [Fair Labor Standards Act \(FLSA\)](#) must receive overtime pay for hours worked in excess of 40 in a work week of at least one and one-half times their regular rates of pay. Employees are also paid overtime for all hours worked above 8 hours in a day. Time off on sick leave, vacation leave, comp. time, or any leave of absence will not be used in the calculation of overtime..

Commented [BM1]: Overtime after 8 hours in a day is not required under federal or state law, but if included in the policy would be enforceable as written under the Michigan Wages and Fringe Benefits Act.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

In lieu of overtime payment, [non-bargaining unit](#) employees may elect to accumulate overtime as compensatory time (comp. time) up to a maximum of eighty (80) hours accumulated per calendar year and a maximum of eighty (80) hours in their compensatory time leave bank. The employee must voluntarily agree in writing to accept compensatory time in lieu of overtime before the overtime is worked. All comp. time will be tracked through the timesheet and payroll software. Comp.time shall be credited at one and one half (1.5) hours for each hour of overtime worked.

Commented [BM2]: This would apply to non-bargaining unit employees only, as he CBA for police permit up to 84 hours of comp time annually.

An employee will be permitted to use compensatory time as requested unless use would be unduly disruptive.

A non-exempt employee whose employment with the city is terminated (whether by resigning, retiring, or termination by the city) shall be paid for accrued but unused comp. time.

Supervisors may also be flexible and from time to time allow employees to work through their lunch break in order to leave an hour earlier instead of requiring the employee to use banked leave time, if it is not disruptive to the department.

This section revision approved by the city commission on April 8, 2019.

COMPENSATORY COMPENSATION FOR EXEMPT EMPLOYEES

In order to recognize those times when additional hours are required of administrative exempt employees due to special projects, additional evening meetings or increased workloads, the city gives these employees an additional benefit by crediting them with compensatory time (comp. time). This time shall be credited at the rate of one (1) hour for every hour worked above and beyond 45 in a work week. Attendance at regularly scheduled city commission meetings is considered part of the regular workweek for most exempt employees and is not counted towards comp. time.

Exempt employees are allowed to accrue up to eightyfourty (8040) hours of comp. time in a calendar year ~~and the maximum accumulation is of eightyfourty (8040) hours in compensatory time leave bank.~~

~~Exempt employees in the police department (chief, lieutenant) are allowed to accrue up to one hundred twenty (120) hours of comp. time in a calendar year and the maximum accumulation in the compensatory time bank is one hundred twenty (120) hours (that number could be increased from 120 to a maximum of 200 hours with prior approval of the city manager in the event of a staffing crisis that would require shifts to be covered for an extended period of time). Exempt employees in the public services department (water, wastewater or dpw supervisors) are allowed to accrue up to eighty (80) hours of comp. time in a calendar year and the maximum accumulation in the compensatory time bank is eighty (80) hours. This is due to the nature of their departments and the role that exempt employees play in filling in or taking over shifts during busy times or times when the departments are not fully staffed. Comp. time must be approved by the city manager, police chief, or director of public services ahead of time in order to be earned.~~

All comp. time will be tracked through the timesheet and payroll systems.

An exempt employee whose employment with the city is terminated (whether by resigning, retiring, or termination by the city) shall not be paid for accrued but unused comp. time.

This section revision approved by the city commission on ~~April 8, 2019.~~

507 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour restrictions. Employees covered by the [Fair Labor Standards Act \(FLSA\)](#) must receive overtime pay for hours worked in excess of 40 in a work week of at least one and one-half times their regular rates of pay. Employees are also paid overtime for all hours worked above 8 hours in a day. Time off on sick leave, vacation leave, comp. time, or any leave of absence will not be used in the calculation of overtime.

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Supervisors may also be flexible and from time to time allow employees to work through their lunch break in order to leave an hour earlier instead of requiring the employee to use banked leave time, if it is not disruptive to the department.

This section revision approved by the city commission on.

COMPENSATORY COMPENSATION FOR EXEMPT EMPLOYEES

In order to recognize those times when additional hours are required of administrative exempt employees due to special projects, additional evening meetings or increased workloads, the city gives these employees an additional benefit by crediting them with compensatory time (comp. time). This time shall be credited at the rate of one (1) hour for every hour worked above and beyond 45 in a work week. Attendance at regularly scheduled city commission meetings is considered part of the regular workweek for most exempt employees and is not counted towards comp. time.

Exempt employees are allowed to accrue up to eighty (80) hours of comp. time in a calendar year.

Comp. time must be approved by the city manager, police chief, or director of public services ahead of time in order to be earned.

All comp. time will be tracked through the timesheet and payroll systems.

An exempt employee whose employment with the city is terminated (whether by resigning, retiring, or termination by the city) shall not be paid for accrued but unused comp. time.

This section revision approved by the city commission on ____, 2022.

Commercial Lease Agreement

Commencement

(1) This Lease, made this 14th day of November, 2022 by and between DPMG Prime LLC, the Lessor, hereinafter designated as the Landlord, and City of St. Johns the Lessee, hereinafter designated as the Tenant.

Description

(2) WITNESSETH: The Landlord, in consideration of the rents to be paid the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises: 101 W. Cass Street, St. Johns, MI (Please see addendum) Any property left outside of this area shall be removed and forfeited without notice.

Term

(3) For the term of **1 month** from the 1st day of December, 2022, fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord for rent of said premises for said term.

Rent

(4) The sum of One Dollar (\$1.00) in lawful money of the United States payable in annual installments in advance, upon the 1st day of each year and every year as follows:

Additional Rent

In addition to rent, Tenant shall make monthly payments for pro rata share of common area expenses (**See Addendum**) including utilities, property taxes, insurance, and common area maintenance. Proportionate share calculations for utilities to be $\frac{2}{3}$ of total utility bills for the premises. These payments shall be called **Additional Rents**.

Remedies and Default

If Tenant does any of the following:

- a. defaults in paying any sums to Landlord when due, including rent and additional rent, and does not cure the default within 7 days;
- b. defaults in performing any other covenant or condition of the lease and does not cure the other default within 30 days after written notice from Landlord specifying the default; or
- c. is adjudicated a bankruptcy or makes any assignment for the benefit of creditors;

Then Landlord may:

- a. accelerate the full balance of the rent and additional rents payable for the remainder of the term and sue for the sums due;
- b. terminate this lease; or

c. without terminating this lease, re enter the premises and dispossess Tenant or any other occupant of the premises, remove Tenant's effects, and relet the premises for the account of Tenant for rent and additional rents and upon terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs and expense of reentry, alterations, additions, and reletting, to the unpaid rent and additional rents and the other amounts due under the lease during the remainder of the term, and Tenant shall remain liable to Landlord for the balance owed.

If suit is brought to recover possession of the premises, to recover any rent and additional rents or any other amount due under the provisions of this lease, or because of the breach of any other covenant to be performed by Tenant, and a breach is established, then Tenant shall pay to Landlord all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

Insurance

(5) In addition to the rentals hereinbefore specified, the Tenant agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of the lease on the amount of insurance now carried by the Landlord on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same.

(6) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at **15 %** per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent and additional rents.

(7) All payments of rent and additional rents or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time.

Assignment

(8) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate his lease and to re-enter and repossess the leased premises.

Bankruptcy and Insolvency

(9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

Right to Mortgage

(10) The Landlord reserves the right to subject and subordinate this lease at all times to then lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the

leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgages or proposed mortgages and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

Use And Occupancy

(11) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for Community Recreational and Theatrical Performance Activities and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

Fire

(12) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent and additional rents herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.

Repairs

(13) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore agrees to keep in good order and repair the roof and the four outer walls of the premises but not the restrooms, doors, door frames, the window glass, window casings, window frames, windows and any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachment thereto or attachments to said building or premises used in connection therewith.

Tenant to Indemnify

(14) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said premises from any cause whatsoever; and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance from the benefit of the Landlord in the sum of **ONE MILLION DOLLARS AND NO CENTS** for damages resulting to one person and **ONE MILLION DOLLARS AND NO CENTS** for damages resulting from one casualty, and **ONE MILLION DOLLARS AND NO CENTS** property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent and additional rents due and payable upon the next ensuing rent day.

Repairs and Alterations

(15) Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

Eminent Domain

(16) If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken, from the day the possession of that part shall be required for any public purpose and the rent and additional rents shall be paid up to that day the Tenant shall have the right either to cancel this lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent and additional rents shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased; provided, however that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business.

Reservation

(17) The Landlord reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord.

Care of Premises

(18) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control (including adjoining drives, streets, alleys or yards, clean and free from rubbish, and dirt, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the sidewalks cleaned, in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay.

(19) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, order, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

Condition of Premises At Time of Lease

(20) The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.

(21) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

Re-Renting

(22) The Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and 60 days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

Holding Over

(23) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

Elevators

(24) Landlord shall use reasonable efforts to minimize such interference to Tenant. Notwithstanding the foregoing, 100% of any routine maintenance service expenses incurred by Landlord as they relate solely to the elevator may be passed through to Tenant and shall be payable by Tenant as additional rent within thirty (30) days following receipt of an invoice, however, Landlord shall be solely responsible for repairs and replacements of the elevator.

Trash

(25) Landlord is not obligated nor liable to provide trash services. Tenants at their sole expense may elect to obtain a dumpster and trash service in their own doing and reach agreements regarding usage with other tenants on the premises. Said dumpster is to be located in the location marked in the addendum. Landlord may change allowable location of dumpster and request it be moved at any time.

Advertising

(26) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertisements, display the business carried on upon premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed accepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or us

Access to Premises

(27) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at **15%** per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

Re-Entry

(28) In case any rent and additional rents shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, re-possess the said premises and the Tenant and each and every occupant to remove and put out.

Quiet Enjoyment

(29) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

Expenses Damages Re-Entry

(30) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

Remedies Not Exclusive

(31) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

Waiver

(32) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Delay of Possession

(33) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefore, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefore shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

Notices

(34) Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

(35) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their".

(36) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

Attorney Fees

(37) In any lawsuit filed for breach of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and expenses as damages in addition to any other damages permitted by law.

Construction

(38) The Tenant hereby acknowledges the potential for significant noise at the premises due to construction and demolition related activities. The Landlord is not responsible nor liable for any disruption caused by such activities. The Landlord may at any time choose to terminate this lease due to construction with 30 days written notice.

Common Area Usage

(39) Allowed common area space usage, defined in the addendum as "General Common Element" may be changed or altered at any time at the sole discretion of the Landlord.

Snow Removal and Lawncare

(40) Snow removal, salting, and lawn care costs assumed by the Landlord may be billed to the tenants for their proportionate share of the costs. Snow removal, salting, and lawn care are to be considered common area expenses for the purpose of this lease, and billed as additional rent.

Additional Considerations

(41) In the event the City of St Johns executes a purchase on the premise, this lease shall automatically terminate upon the closing of sale.

(42) Tenant understands the current condition of the building's boiler and hereby agrees to vacate the premises immediately should the Landlord deem necessary due to boiler failure or required substantial maintenance.

TRUTH IN RENTING ACT PROVISIONS: Landlord and Tenant specifically agree that this lease shall not, is not intended, nor shall it be construed, to violate any of the provisions of the Truth in Renting Act. If, however, any provision of this lease does in fact reach any such result, then such provision shall be null and void, but the other provisions of this lease shall continue to remain in full force and effect.

The address of the Landlord for purposes of notice under the Truth in Renting Act and for all other purposes is

CITY OF ST. JOHNS/Tenant

DPMG LLC/Landlord

By: Eric Hufnagel, Mayor

By: Property Manager

Dated: _____, 2022

Dated: _____

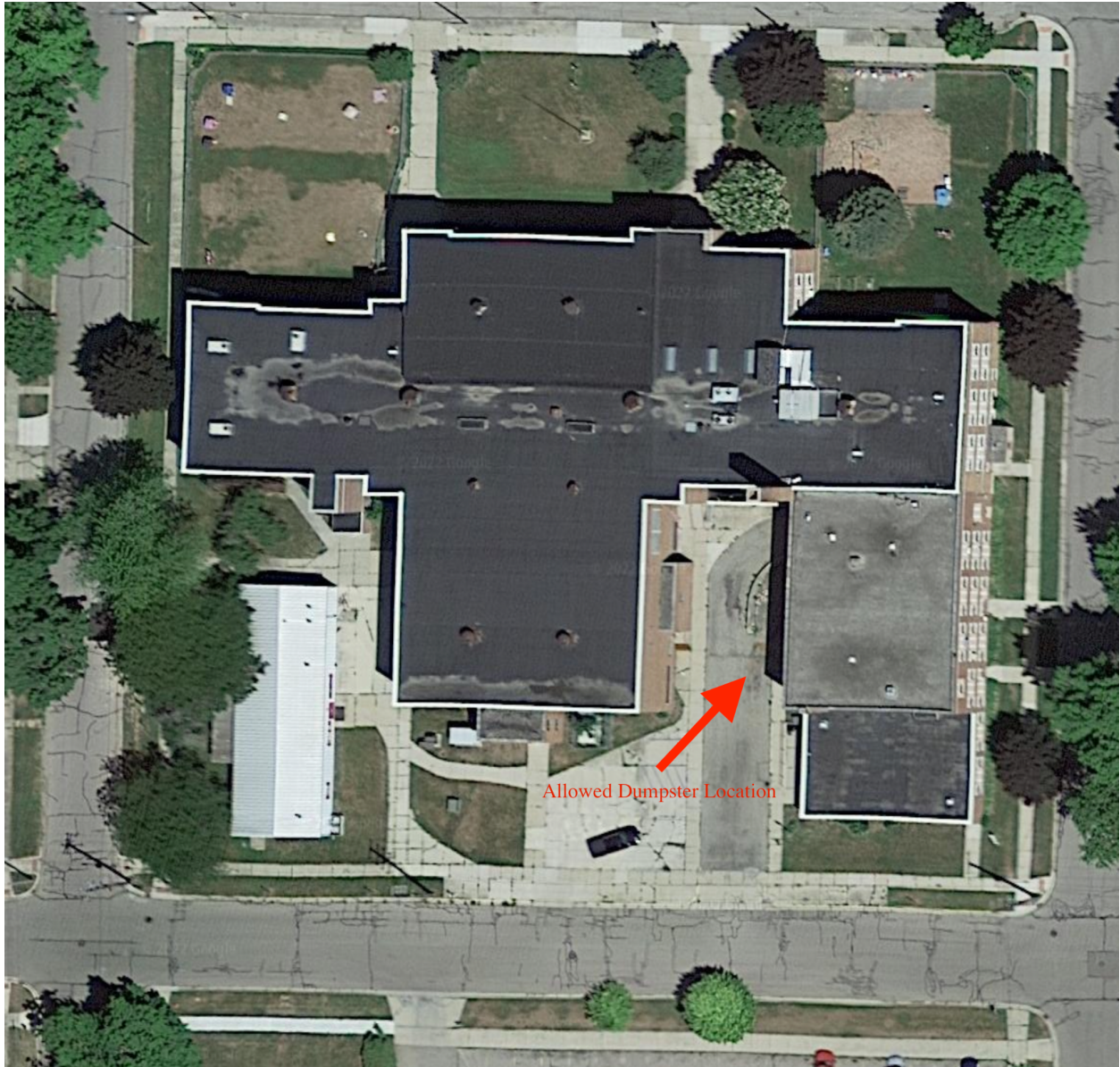
IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.
WITNESSED BY:

By: Mindy J. Seavey, Clerk

Dated: _____, 2022

ADDENDUM

Description of Premises





AGENDA

City of St. Johns
Resolution of Appreciation

Tamara Kirschenbauer

Whereas: Tamara Kirschenbauer has served the citizens of St. Johns as City Commissioner for four years, from 2018 through 2022; and

Whereas: Tamara Kirschenbauer also served as a member of the Parks and Recreation Board, Personnel Advisory Group, Board of Ethics, St. Johns/Bingham Township Joint Advisory Group, School Advisory Group, Property Review/Facilities Committee, Ordinance Committee, Law Enforcement Advisory Committee, Fire Subcommittee, and Streets/Utilities/Public Services Committee; and

Whereas: Tamara Kirschenbauer fulfilled the duties of City Commissioner with dedication, wisdom and compassion; and

Whereas: Tamara Kirschenbauer willingly donated countless hours of her time for the betterment of the community, and our fellow citizens, with no thought of personal reward,

Now Therefore, Be It Resolved, that the St. Johns City Commission, on behalf of the City of St. Johns, does hereby express its deepest appreciation to Commissioner Tamara Kirschenbauer for her dedicated public service, and further, the Commissioners wish to express their personal appreciation and gratitude to Tamara Kirschenbauer for the opportunity and pleasure of working with her.

Be It Further Resolved, that a suitable copy of this resolution be presented to Tamara Kirschenbauer as a tribute and lasting memento of St. Johns' appreciation and esteem.

In Witness Whereof, I, Eric Hufnagel, Mayor of the City of St. Johns have hereunto set my hand and caused the Seal of the City of St. Johns to be affixed this 14th day of November, in the Year of Our Lord, Two Thousand and Twenty-Two.

Eric Hufnagel, Mayor
City of St. Johns, Michigan

**City of St. Johns
Resolution of Appreciation**

Robert Craig

Whereas: Robert Craig has served the citizens of St. Johns as City Commissioner for nine years, from 2013 through 2022; and

Whereas: Robert Craig served as Vice Mayor of the City of St. Johns for two of those years, from November 2018 through November 2020; and

Whereas: Robert Craig also served as a member of the Parks and Recreation Board, Zoning Board of Appeals, Exterior Property Maintenance Ordinance Citizens Review Panel, Clinton County Economic Alliance, Property Review Committee, Ordinance Committee, Finance Committee, Law Enforcement Advisory Committee, Brownfield Authority Board, and Midwest Trail Authority; and

Whereas: Robert Craig fulfilled the duties of City Commissioner and Vice Mayor with dedication, wisdom and compassion; and

Whereas: Robert Craig willingly donated countless hours of his time for the betterment of the community, and our fellow citizens, with no thought of personal reward,

Now Therefore, Be It Resolved, that the St. Johns City Commission, on behalf of the City of St. Johns, does hereby express its deepest appreciation to Commissioner Robert Craig for his dedicated public service, and further, the Commissioners wish to express their personal appreciation and gratitude to Robert Craig for the opportunity and pleasure of working with him.

Be It Further Resolved, that a suitable copy of this resolution be presented to Robert Craig as a tribute and lasting memento of St. Johns' appreciation and esteem.

In Witness Whereof, I, Eric Hufnagel, Mayor of the City of St. Johns have hereunto set my hand and caused the Seal of the City of St. Johns to be affixed this 14th day of November, in the Year of Our Lord, Two Thousand and Twenty-Two.

Eric Hufnagel, Mayor
City of St. Johns, Michigan