

Eric Hufnagel
Mayor

Jean Ruestman
Vice Mayor

Brad Gurski
Commissioner

Roberta Cocco
Commissioner

Scott Dzurka
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 28, 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 – 6:10 pm)

1. Invocation
2. Pledge of Allegiance
3. Oath of Office
 - a. Swearing in of Commissioners Cocco and Dzurka
4. Reorganization
 - a. Election of Mayor
 - b. Election of Vice Mayor
5. 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 November 14, 2022
- b. Approval of Warrants
 - In the amount of \$507,847.72
- c. Holiday Gift per Section #330 of the Personnel Manual
 - Staff recommends the city commission approve the holiday gift as recommended.

d. Board Reappointments

-Staff recommends the city commission reappoint the following: Kerry Nobis and Bob Rehmann, Parking Committee (two-year term expiring November of 2024); Peter Motz, William Pioszak, and Susanne Fromson, Parks and Recreation Board (two-year term expiring November of 2024); Curtis Keck and Craig Bishop, Board of Appeals (three-year term expiring November of 2025); Heather Hanover and Leslie Lechner Salemi, Planning Commission (three-year term expiring November of 2025). (no enclosure)

e. Social Media Policy

-Staff recommends the city commission adopt the social media policy for inclusion into the Personnel Manual.

f. Studio Intrigue – Adjustment #2

-Staff recommends the city commission approve adjustment #2 with Studio Intrigue for condominium drawing exhibits for the Wilson Center in the amount of \$32,500 with the city paying 50% of the cost.

g. McClelland Anderson – Condominium Documents

-Staff recommends the city commission approve going forward with the condominium documents for the Wilson Center in the amount of \$11,000.00 with the city paying 50% of the cost.

6. Approval of Agenda: ***(6:10 pm – 6:12 pm) Action Item***

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

1. Public comment - agenda & non-agenda items ***(6:12 pm – 6:15 pm) Discussion only***

D. COMMUNICATIONS:

E. OLD BUSINESS:

F. NEW BUSINESS:

1. 2023 City Commission Meetings

(6:15 pm – 6:20 pm) Action item

(Presenter: Dave Kudwa, City Manager)

2. Reappointment of Fire Chief

(6:20 pm – 6:22 pm) Action item

(Presenter: Dave Kudwa, City Manager)

3. Adoption of Revised Overtime & Compensatory Compensation For Exempt Employees Policy #507

(6:22 pm – 6:27 pm) Action item

(Presenter: Dave Kudwa, City Manager)

4. Wilson Center Lease – DPMG Prime LLC
*(6:27 pm – 6:35 pm) **Action item***
(Presenter: Dave Kudwa, City Manager)
5. Wilson Center Condo Document Timeline
*(6:35 pm – 6:45 pm) **Discussion only***
(Presenters: Dave Kudwa, City Manager; Kristina Kinde, City Treasurer)
6. Commissioner Comments
*(6:45 pm – 6:55 pm) **Discussion only***

G. ADJOURNMENT: (6:55 pm)

(Next Regular Meeting Scheduled for **Monday, December 12, 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.

REORGANIZATION

Commissioner Hufnagel asked for nominations for Mayor and Vice-Mayor.

Commissioner ____ nominated _____ for Mayor, Commissioner ____ seconded the nomination.

Motion by Commissioner ____ seconded by Commissioner ____ that the nominations be closed and a unanimous ballot be cast for ____ as Mayor.

YEA:

NAY:

Motion carried.

Commissioner ____ nominated _____ for Vice-Mayor, Commissioner ____ seconded the nomination.

Motion by Commissioner ____ seconded by Commissioner ____ that the nominations be closed and a unanimous ballot be cast for ____ as Vice-Mayor.

YEA:

NAY:

Motion carried.



CONSENT AGENDA

CITY OF ST. JOHNS

CITY COMMISSION MINUTES

NOVEMBER 14, 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

COMMISSIONERS ABSENT: Jean Ruestman, Brad Gurski

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

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

City Manager Kudwa asked that items f, g, h and i be removed from the consent agenda altogether. We have some additional information and would like to add those to a future meeting.

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

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

a. Approval of Minutes

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig that the minutes of the October 24, 2022 regular meeting and October 24, 2022 special meeting be approved as presented.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

b. Approval of Warrants

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig that warrants be approved as presented in the amount of \$319,879.98.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

c. 2022 Awards Luncheon

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig 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.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

d. Detention Basin Maintenance – Townsend Road & Johnella Estates

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig that the city commission approve the quotes from Wombat Services LLC in the combined amount of \$19,100.00 for detention basin maintenance.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

e. Brush Truck Bid – Dewitt Area Emergency Services Authority

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig that the city commission approve a bid of \$18,000 to the Dewitt Area Fire Department for their 1996 brush truck.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

AGENDA

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

City Manager Kudwa asked to add Police Contract Review & Ratification as number 1 under New Business and MERS Amendment Pursuant to the New Contract Provisions as item number 2.

Motion by Commissioner Craig seconded by Commissioner Kirschenbauer that the city commission approve the agenda as amended.

AGENDA

A. OPENING:

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

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

- a. Approval of Minutes
 - 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.
- 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:

B. PUBLIC HEARINGS:

C. PERSONS WISHING TO PRESENT TESTIMONY:

1. Presentation of Resolution of Appreciation to Tammy Kirschenbauer #30-2022
2. Presentation of Resolution of Appreciation to Bob Craig #31-2022
3. Public comment - agenda & non-agenda items

D. COMMUNICATIONS:

E. OLD BUSINESS:

F. NEW BUSINESS:

1. Police Contract Review & Ratification
2. MERS Amendment Pursuant to the New Contract Provisions
3. Commissioner Comments

G. ADJOURNMENT:

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

PUBLIC HEARINGS

PERSONS WISHING TO PRESENT TESTIMONY

1. Presentation of Resolution of Appreciation to Tammy Kirschenbauer #30-2022

City Manager Kudwa said to both Commissioners Kirschenbauer and Craig, thank you from the staff for all of your help. He said at times it is difficult to convey how much help it is to staff to have the support of commissioners. He said it has been a respectful environment and that helps us as staff. He said staff feels like we are better because you are commissioners. He discussed some amazing projects we have done over the years. Your presence has made us better. He said he appreciated the 10 years with Bob and 4 years with Tammy.

Motion by Commissioner Craig seconded by Commissioner Kirschenbauer that the city commission approve the Resolution of Appreciation to Tammy Kirschenbauer #30-2022.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

Mayor Hufnagel read the resolution of appreciation and presented it to Commissioner Kirschenbauer. He said he appreciated the time she has put in. He said she has a

background in HR with the department of transportation and he appreciated what she brought to the table. He said she was a constant person and delightful to work with.

2. Presentation of Resolution of Appreciation to Bob Craig #31-2022

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig that the city commission approve the Resolution of Appreciation to Bob Craig #31-2022.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

Mayor Hufnagel read the resolution of appreciation and presented it to Commissioner Craig. He said Commissioner Craig has been around a while and it has been a pleasure. He said Bob is an extremely dedicated person and wants to make sure things are done right. He said he has taken on any role he was asked to.

3. Public Comment

Mayor Hufnagel asked if there were any public comments.

Amber Haubert, owner of Global Coffee and member of the DDA (Downtown Development Authority) board, was present. She said she has concerns regarding the parking proposal plan. She discussed her concerns with the plan, the \$300 parking fee, overnight parking, manpower to enforce the plan, and over capacitated parking.

Mayor Hufnagel said we had a lot of discussions/actions being taken and are expecting additional information going forward.

COMMUNICATIONS

OLD BUSINESS

NEW BUSINESS

1. Police Contract Review & Ratification

City Manager Kudwa said we spent a lot of time working on this. He said Mike Blum has done a great job and he appreciated the time Chief Kirk has put in. He said they have been doing negotiations since July. He said the union and officers did a nice job also. He said he thought we received a lot of really good feedback and he appreciated the efforts. He said the contracts have been ratified by the union.

Mike Blum, Foster Swift attorney, was present. He said he was brought in to assist with the collective bargaining. He said it was unusual this time around because the union that represented the officers changed, which was done by the bargaining unit side. He said the contracts expired June 30, 2022 and normally we would get in there 60 days before the expiration. He said that wasn't possible here because of change in bargaining representative so it was like negotiating a first contract. He said negotiations went from July through October. He discussed the negotiation process and highlights of the contract. If approved tonight, it is a final binding contract.

Chief Kirk said the agreement that we replaced was extremely antiquated. He said this creates an amenable contract. He said it is appropriately formatted to make future changes. Our primary objectives were trying to assure they were valued and aligned us with other departments in the county. He said this will help us when we go out and recruit.

There was a discussion of:

- 12-hour shifts & the schedule
- MERS employer contribution and employee voluntary contribution

Commissioner Kirschenbauer said contract negotiations is the hardest thing to do. She said she is very happy scheduling is cleared up in the contract because it makes it better when it is spelled out in the contract. She said it looks like the employees are getting a lot of things so we can remain competitive.

Attorney Blum thanked the treasurer and clerk for their help with the contract.

Motion by Commissioner Kirschenbauer seconded by Commissioner Craig that the city commission ratify the union contracts.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

2. MERS Amendment Pursuant to the New Contract Provisions

City Clerk Seavey said this is the MERS Adoption Agreement and Addendum to make changes with MERS for the union members as per the ratified contracts.

Motion by Commissioner Craig seconded by Commissioner Kirschenbauer that the city commission approve the MERS amendment as proposed.

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

3. Commissioner Comments

Commissioner Kirschenbauer said she has enjoyed being on the commission and working with these fine folks. She said city staff is exemplary and have the background and knowledge to answer any questions that come before them. She said being a civil servant is a very hard job. We are trying to make it fair using the budget we have. She said you need to understand there is always a prickly point on everything and they are doing the best they can. She said every citizen in the city has a different opinion. She loved working with the city. She said she is still living here and is still looking forward to projects. She said the park project is her favorite project and she is very proud of it. Thank you for letting me serve.

Commissioner Craig said he loves the city. He said he has lived here for over 40 years and it is a great home and community. He said he enjoyed all my nine years here as commissioner. He discussed the progress that has been made. He said there has been challenges. He said the splash park was one of his favorite projects. He said he thinks about the Castle St. Johns project and said that was controversial also, but a wonderful affordable housing project that added parking with it. He said he understands we need more parking. He said the cheese plant has continued to help things in the city. He said he is disappointed in Federal Mogul and when the plant closed down. He feels bad we haven't found another business to move in there. We had FC Mason in there for a year. He said it would certainly help the community. He thanked everyone on the commission and thanked the staff. He said he is not leaving St. Johns either.

Mayor Hufnagel recognized our officers, chief, Mike Blum, staff, Dave, Mindy and Kristina for the collective bargaining agreement. He said he thinks it is something to be proud of and it is working to the advantage of officers as well. He thanked Commissioners Craig & Kirschenbauer. He said he enjoyed working with both of them and said they both have a passion for the city. He said he knows Bob is going to stick around and possibly stay on the Brownfield Authority. He said he appreciated the value they brought. He said this is not always an easy thing to do and they had the best interest of the community of heart.

ADJOURNMENT

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

YEA: Hufnagel, Craig, Kirschenbauer

NAY: None

Motion carried.

The meeting was adjourned at 6:48 p.m.



MEMORANDUM

CITY OF ST. JOHNS

To: St. Johns City Commission

From: Mindy J. Seavey, City Clerk

Date: November 16, 2022

Subject: Holiday Gift

In the past, the city used to give a ham or turkey from a local grocery store as a holiday gift to employees. It then changed into a \$20 gift card or Chamber Bucks gift certificate that employees could use towards their holiday meal. Staff recommends that the city commission approve a \$20 gift card or Chamber Bucks for full-time & regular part-time employees and volunteer firefighters. The total cost will be approximately \$1,200. Please see the excerpt below from our personnel manual:

330 HOLIDAY GIFT

An employee of the City of St. Johns may receive a holiday gift during the month of December, at the discretion of the City Manager and City Commission. This gift is considered part of the employee benefit package.

This section revision approved by the City Commission on May 27, 2008.

RECOMMENDATION: Staff recommends that the city commission approve the holiday gift as recommended.

SOCIAL MEDIA POLICY

Introduction

The City of St. Johns may administer various social media accounts to provide residents timely information about activities, news, and events regarding the City. The City also acknowledges and respects employees' rights to have their own personal social media accounts.

The City has developed a policy for official City of St. Johns social media accounts. The City has also drafted guidelines for employees to consider while using their own personal social media accounts. If there are any questions regarding this policy, please feel free to contact the city manager.

"Official" City Social Media Accounts

An official City social media account is defined as a social media account representing the City in an official capacity (e.g. a social media account representing the Police Department). The City retains the rights to alter any employee's access to any official social media platform at the workplace and to also republish or re-use any content posted on an official City social media account. Although not all-encompassing, the following is a list of City regulations regarding employee use of official City social media accounts.

- **Approval** – The creation of any official City social media accounts must be approved by the City Manager or by a designated appointee of the City Manager.
- **Social Media Manager** – The City Manager may serve as, or designate a City employee to be, the Social Media Manager. The Social Media Manager shall be the primary administrator of official City social media accounts
- **Adherence to Departmental Policies** - Employees must also adhere to any additional official City social media policies set by their department, which may not usurp the City's Social Media Policy. Additionally, employees operating official City social media accounts must adhere to all Information Technology (IT) policies.
- **Identification** – When relevant, all employees representing the City on an official City social media account must identify their name and role within the City.
- **Confidential Information** – Operators of official City social media accounts must not share any confidential City information including, but not limited to, pending City litigation or personnel matters.

- **Obscene or Vulgar Content** – Although not an all-encompassing list, City employees operating official City social media accounts are prohibited from sharing any content that is deemed harassing, libelous, defamatory, discriminatory, pornographic, or any material that violates City policies which prohibit unlawful discrimination and harassment.
- **Endorsements** – Employees operating official City social media accounts must not share any content endorsing political candidates, political causes, ballot proposals, private businesses, or provide services unless prior approval is given by the City Manager.
- **Usage** – Content posted on social media is not a substitute for any public notice requirements mandated by federal, state, or local law.
- **Intellectual Property** – Official City social media accounts must adhere to all federal and state laws that govern intellectual property including, but not limited to, copyright and trademark protections.
- **Document Storage** – All official City social media content must adhere to existing City electronic document storage procedures and all City Freedom of Information Act (FOIA) policies and procedures.
- **Right to Monitor** – The city may monitor all content shared by the City social media accounts as well as content contributed by the public. Additionally, the City may remove content contributed by the public if deemed vulgar, harassing, or threatening. Unlawful threats or harassing material must be reported to the proper law enforcement agency, including, at a minimum, the City's Police Department.
- **Endorsement of Public Comments** – Where possible, official City social media accounts will include a disclaimer indicating: "The City does not endorse any content contributed by the public that appears on this page. The public's comments and images posted as responses to the Department's posts on the Department's social media sites and pages do not necessarily represent the views of the Department and its employees."
- **Press Requests** – When an employee is operating official City social media accounts he or she must forward all requests for information or comment from the media or press to a supervisor.
- **Work Responsibilities** – Operators of official City social media accounts may only use the accounts for work-related purposes.

Personal Social Media Use

Personal social media use is the use of social media on the employee's own personal accounts (not representing the City in an official capacity) on social media sites such as Facebook, Twitter, Instagram, LinkedIn, YouTube, Snapchat, and Tumblr, among others.

The City of St. Johns respects employees' rights to express themselves through social media

and additionally adheres to all provisions in Michigan's Internet Privacy Protection Act. However, all content shared by City employees on their personal social media accounts should be considered public and permanent and may be monitored by the City. Remember that the Internet archives almost everything. Social media users may "screenshot" your private posts and publicly repost them. Even private or deleted postings can be made public.

Before creating online content, consider some of the risks and rewards that are involved. When posting content on social media as a private citizen regarding a matter of public concern, keep in mind that conduct which adversely affects the efficiency of the City's public service, impairs workplace discipline, or destroys harmony with your co-workers, may result in disciplinary actions up to and including termination.

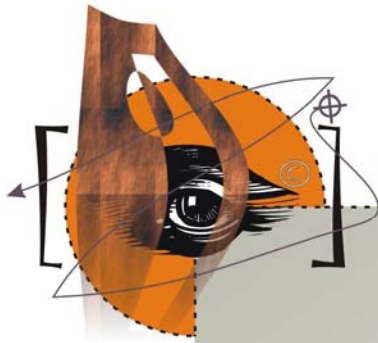
Although not all-encompassing, the following is a list of guidelines for an employee to consider for personal social media use.

- **Identification** – If you self-identify as a City employee on your personal (non-official) social media account, note that the account is non-official.
- **Required Disclaimer** – If you self-identify as a City employee on your personal (non-official) social media account(s), post a disclaimer stating: "The views and opinions expressed here are mine and do not necessarily reflect the views and opinions of City of St. Johns."
- **Be Respectful** – Always be fair and courteous to fellow employees, the public, vendors, or people who work on behalf of the City. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our internal conflict-resolution mechanisms than by posting complaints to a social media outlet.
- **Don't Intentionally Post False Information** - Never post any information or rumors that you know to be, or have reason to believe, may be false about the City, co-workers, citizens, customers, suppliers, people or entities working on behalf of the City, the public generally, or City volunteers or vendors. Employees are reminded that the public associates City employees with the City both on and off duty.
- **Harassing or Threatening Content** – If you post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, threatening or intimidating, that disparage co-workers, vendors, members of the public, or might constitute harassment or bullying.
- **Comply with City Policies Regarding Unlawful Discrimination** - Ensure that your postings are consistent with the City's policies which prohibit unlawful discrimination and harassment.
- **Obscene or Vulgar Content** – Refrain from publicly sharing vulgar or obscene content on social media that could harm the public's perception of the City and its employees.

Obscene and vulgar content includes, but is not limited to, libelous, defamatory, discriminatory, or pornographic content.

- **Confidential Information** – Do not publicly share confidential City information on social media. This includes confidential information about fellow City employees, customers, vendors, or the City's internal reports, policies, procedures not made publicly available and not subject to government disclosure laws.
- **Personal Social Media During Work Hours** – Excessive use of personal social media during work hours is prohibited. Personal social media usage is prohibited in view of the public.
- **Use of City Logos** – Do not use any City logos on personal social media accounts without the expressed written permission of the City Manager or by a designated appointee of the City Manager.
- **No Retaliation** – Employees who report potential violations of this Social Media Policy or participate in investigations related to this Policy are protected from any adverse employment action taken as a result of reporting the potential violation or cooperating in a related investigation.
- **Violation of Social Media Policy** – Employees who violate this Social Media Policy and whose social media activity is not protected by state or federal law may be subject to discipline up to and including discharge.

Regardless of any other provision of this policy, the City's Social Media policy does not prohibit employees from engaging in this kind of activity, nor prohibit any other activity that is protected by the National Labor Relations Act.



studio [intrigue] ARCHITECTS

October 7, 2022

Project #: **21.104**
Project Name: **Renovation to 101
W. Cass St., St. Johns,
Michigan – Design
and Construction
Documents**

Adjustment #2 Condominium Drawing Exhibits

This document represents a change or addition to the original agreement dated November 19, 2021 between Studio [intrigue] Architects, LLC and:

Client: **Jeff Deehan**
Dymaxian Development
503 Mall Ct.
Suite 312
Lansing, Mi.

**For the Project Titled: Renovation to 101 W. Cass St., St. Johns, Michigan –
Design and Construction Documents**

The following service change(s) or addition(s) will be made to the original agreement if signed and dated below:

- Production of exhibit drawings for building condominium.
 - Production of 'As-designed' condominium drawing exhibits
- Up to 5 meetings with Client and Client's attorney who is preparing the Master Deed, Bylaws, and other needed condominium documents.
 - Attorney will provide information relating to how they would like specific elements identified (limited common, general common, unit numbers, etc.)
- Further review of existing building to identify limits of units (ceiling level changes, wall surfaces, etc. (these were not critical during the construction documentation phase as the exact location of an existing ceiling level change didn't have an impact on design, but these elements are critical in determining the 'property lines' for the units.

architectural design

interiors

master planning

feasibility studies

construction
drawings

renderings

specifications

ADA studies

ordinance research

code research

logo design

graphic design

furniture design

brochure design

NCARB



1114 S. WASHINGTON AVE. ✕ SUITE 100 ✕ LANSING ✕ MICHIGAN ✕ 48910-1649
517.372.8804 PHONE ✕ 517.372.8805 FAX ✕ WWW.STUDIOINTRIGUE.COM

Assumptions:

- The building will be converted into condominiums. The condominium will consist only of (2) units. One owned by the City of St. Johns & one owned by the Developer. The Developer owned unit will contain ALL of the residential units.
- All drawings for elements exterior to the building shall be produced by others. No coordination of those drawings is needed by Studio Intrigue.
- The 'As-Designed' drawing exhibit will be formally produced once during the design phase. Changes to the 'As-Designed' drawings after formally produced and used as an exhibit to the condominium documents will be additional services.

The following adjustments to the original agreement will be made to compensation and time:

Adjustment #2 – Condominium Drawing Exhibits

Compensation: Addition of \$32,500.00

Time: First draft of condominium drawing exhibits will be provided to the client for review approximately 30 business days after receipt of this signed adjustment, but no sooner than 15 business days after receipt of information from Client's attorney which shall include language regarding limited common elements, general common elements, utilities & unit numbers. These services will increase the timeframe for the original contract by approximately 20 business days.

By Signing below the parties agree to the terms listed above.

Owner

Architect

(Signature)

(Signature)

(Printed Name & Title)

(Date)

McCLELLAND & ANDERSON, L.L.P.
ATTORNEYS AT LAW

GAIL A. ANDERSON
DAVID E. PIERSON
MELISSA A. HAGEN

GREGORY L. MCCLELLAND
(1950-2018)

1142 SOUTH WASHINGTON AVENUE
LANSING, MICHIGAN 48910
TELEPHONE: (517) 482-4890
FACSIMILE: (517) 482-4875
www.malansing.com

BERNARDO A. BALLESTEROS

October 19, 2022

VIA EMAIL

Mr. Jeff Deehan
Dymaxion Development
503 Mall Ct., Suite 312
Lansing, MI 48912

Re: 101 W. Cass St. Condominium

Dear Jeff:

We would be glad to prepare the condominium master deed, bylaws and related condominium documents for the proposed 101 W. Cass St. condominium to be owned by the City of St. Johns and 101 W. Cass, LLC. It is our understanding that, in basic terms, the condominium is to be two units, one for residential development owned by 101 W. Cass, LLC to be rented as individual apartments, and one comprising the auditorium, gymnasium, and offices to be owned and used by the City. Control is also to be divided evenly between the two.

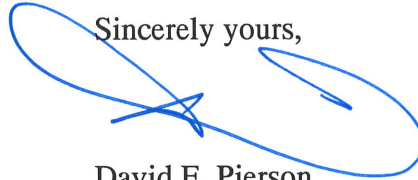
There are a number of issues to consider with the overlay of the condominium on the existing building and the interplay of portions of the two units, common areas, and structural elements throughout the building. In our experience, it is much more efficient (and cheaper) if we wait to draft the condominium documents until after the initial draft of the condominium subdivision plan has been prepared.

Although we will be representing 101 W. Cass, LLC, in accordance with the purchase agreement we understand there will be at least one round of comments and proposed changes from the City after the draft of the initial condominium documents. Based on the issues and likely time, we propose a fee of \$11,000. You will receive each month an itemized statement of our services due 30 days from receipt. You will also be charged for incidental expenses, such as overnight delivery service and mileage expenses incurred on your behalf. We will arrange to have any applicable expenses that exceed \$100 billed directly to you, although with the engagement of the architect, we do not expect there to be any. You have the right to terminate our services at any time, and the firm will have the same right. Otherwise, our services will terminate upon the conclusion of these matters.

October 19, 2022
Page 2

I appreciate the opportunity to offer our services. If you have any questions about these terms, please let me know.

Sincerely yours,

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by 'E. Pierson'.

David E. Pierson

DEP/cko

cc: Gail A. Anderson, Esq.



AGENDA



MEMORANDUM CITY OF ST. JOHNS

To: City Commission

From: Dave Kudwa, City Manager

Date: November 18th, 2022

Subject: City Commission meeting dates

Memo objective:

To have the city commission determine the monthly meeting dates.

Given the recent charter amendment, city staff is working on establishing the meeting dates for 2023. The 4th Monday of the month would typically work great for us. The only exception would be December (keeping the existing 2nd Monday) and March (using the 3rd Monday – potential spring break conflict).

There may be times when we need to meet for work sessions and there are a few options:

1. Meet prior to the city commission meetings from 4:45 pm to 5:45 pm.
2. Meet on a separate day (2nd Mondays of the month starting at 6:00 pm).
3. A hybrid of the above two options.

Typically, there are 4-6 times a year when a work session would be valuable. Depending on the issue, either option would work well. If we're working on the budget, then option #1 may work best and give us more time to discuss. If we're meeting with staff regarding operational issues, then option #2 may be sufficient.

Staff Recommendation:

That the 4th Mondays of every month be approved for the city commission meeting except for March and December.

**CITY OF ST. JOHNS
CITY COMMISSION
2023 MEETING DATES**

**6:00 p.m.
Clinton County Courthouse
Board of Commissioners Room
Suite #2200**

Monday, January 23, 2023
Monday, February 27, 2023
Monday, March 20, 2023
Monday, April 24, 2023
Monday, May 22, 2023
Monday, June 26, 2023
Monday, July 24, 2023
Monday, August 28, 2023
Monday, September 25, 2023
Monday, October 23, 2023
Monday, November 27, 2023
Monday, December 11, 2023

§ 32.35 OFFICERS.

(A) The Fire Department shall consist of a Chief, Assistant Chief, Fire Marshal and other officers and Fire Department personnel as the Chief and City Manager may deem necessary for the effective operation of the Department.

(B) A Fire Chief shall be appointed by the City Commission at the City Commission's biennial re-organizational meeting following the election of City Commissioners. The Chief shall serve a term of two years.

(C) The Chief shall be under the direct supervision of the City Manager. The Chief shall make written and oral reports to the City Manager whenever directed to do so.

(D) The Assistant Chief and all other Department and company officers shall be appointed by the Chief, subject to the approval of the City Manager. Such officers shall be under the direct supervision of the Chief. The Chief has the authority and discretion to remove or replace Fire Department personnel.

(Ord. 583, passed 10-26-2009; Am. Ord. 620, passed 9-22-2014)



MEMORANDUM CITY OF ST. JOHNS

To: City Commission

From: Dave Kudwa, City Manager

Date: November 18th, 2022

Subject: Overtime - compensatory time

Memo objective:

To have the city commission review the proposed updates to Personnel Policy #507 - Overtime

Given the recent ratification of the police department collective bargaining agreement, we thought it would be appropriate to update our personnel policy as it relates to overtime.

The proposed change to Personnel Policy #507 will make the compensatory time maximum 80 hours for all exempt employees. In this way, non-union, non-exempt, and exempt employees will have the same allowance and it'll be in alignment with the newly ratified CBA (84 hour for their 12-hour schedule).

Our city attorney has reviewed the proposed updates.

Staff Recommendation:

That the city commission approve the revisions to Personnel Policy #507 as presented.

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.

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, 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.

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.

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.

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.

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

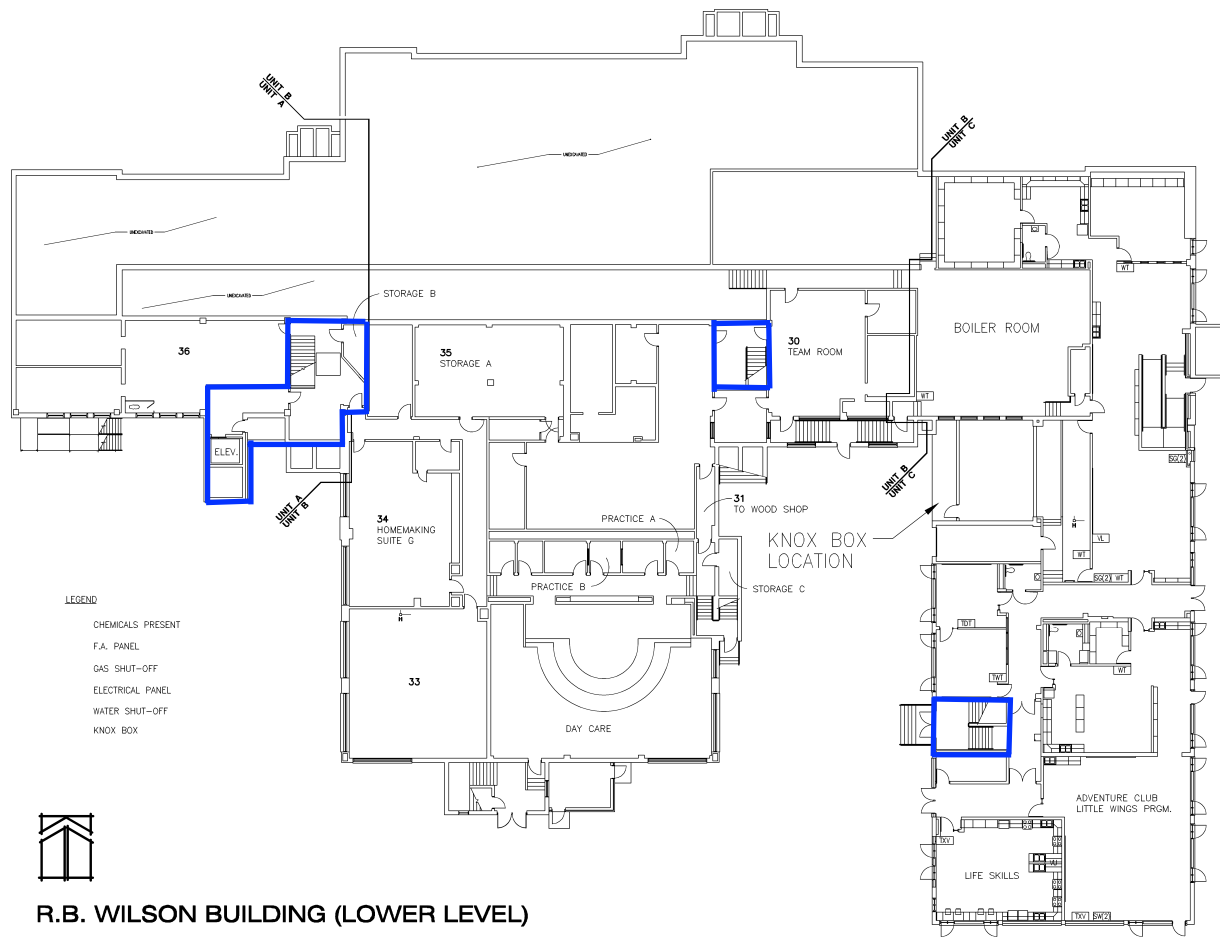
Dated: _____, 2022

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



R.B. WILSON BUILDING (LOWER LEVEL)

