

St. Joseph City Commission  
Commission Chambers  
700 Broad Street, St Joseph, MI 49085

**AGENDA**  
**December 9, 2024**  
**6:00 PM**

**This meeting will be held in person: the public can view the meeting by going to Zoom.us on a computer or mobile device, or by calling 312.626.6799 (or 877.853.5247 toll free). Comments will not be received via Zoom; persons wishing to speak should be present in person.**

**Meeting ID: 844 8860 9278**

**Telecommunications relay services to assist individuals with disabilities are available by calling 7-1-1 and providing the meeting information to the relay operator; there is no charge to the caller.**

**Call to Order**

**Announcements**

**Order of Business**

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment - For Items on the Consent Agenda or Not on the Agenda - Please Limit Comments to Three Minutes

**Consent Agenda**

4. Regular Meeting Minutes of Monday, November 18, 2024
5. Special Joint Meeting Minutes of Monday, November 18, 2024
6. Invoice and Tax Disbursements
7. New Board Appointment
8. 2025 Poverty Exemption Guidelines
9. 2025 Fireworks
10. Right of Way & Cemetery Mowing Contract
11. Fertilization and Weed Control Contract
12. Salt Truck Repair
13. High Service Pump #3 Rebuild
14. Category B Grant - MDOT Contract

**Reports**

15. Audit Report - June 30, 2024

**Old Business**

16. Establishment of OPRA District
17. Resolution to Establish OPRA District 500 Main
18. Public Hearing on Request for OPRA Exemption Certificate: 500 Main Street
19. Resolution to Approve OPRA Exemption Certificate: 500 Main Street
20. SJPS Easements

**New Business**

21. Cornerstone Alliance Annual Update & Contract Renewal
22. Corrosion Control Treatment Study Contract Amendment
23. Ordinance Approving Contract with Benton Harbor: JWWTP

**City Comments**

24. City Manager Comments
25. City Commission Comments

**Adjournment**

**Action Items**

Minutes of the St. Joseph City Commission Meeting held Commission Chambers, 700 Broad Street, St Joseph, MI 49085 on November 18, 2024.

**Call to Order**

The meeting was called to order at 6:00 PM by Mayor Brook Thomas

Attendee Name	Title	Status	Arrived
Michele Binkley	Mayor pro tem	Present	
Brook Thomas	Mayor	Present	
Michael Sarola	Commissioner	Present	
Michael Fernandez	Commissioner	Present	
Tess Ulrey	Commissioner	Present	
Emily Hackworth	City Manager	Present	
Laurie Schmidt	City Attorney	Present	
Abby Bishop	City Clerk	Present	

**Announcements**

City Manager Emily Hackworth introduced a new employee, Kayla Griffith, who is the new Director of Special Projects and Communications. Griffith expressed her excitement for the position and the opportunity to serve the community.

**Order of Business**

1. Pledge of Allegiance
2. Approval of Agenda

**MOTION:** To approve the Agenda as presented.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Michael Sarola, Commissioner
<b>AYES:</b>	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

3. Public Comment - For Items on the Consent Agenda or Not on the Agenda - Please Limit Comments to Three Minutes

Jessica Chabot, 403 State St. Unit 4, a downtown resident, expressed her concerns about the implementation of paid parking.

Dan Leung, last season's concessionaire at the Howard Ice Arena, stated he was not awarded the contract this year due to a breach in the contract. Leung states in his contract there was to be no outside food brought into the ice arena but said that many times there was, which negatively affected his sales. He stated at the end of the season, he did not pay the City the 5% that he was supposed to pay per his contract. Leung stated he received a lot of positive feedback from people and would like to continue as this year's concessionaire.

**Consent Agenda**

**MOTION:** To amend the Consent Agenda with removing the Concession Vendor for the Howard Ice Arena from the Consent Agent to New Business and approve the other items as presented.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Michele Binkley, Mayor pro tem
<b>AYES:</b>	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

4. Invoice and Tax Disbursements

Approved the invoice and tax disbursements as presented.

5. Regular Meeting Minutes of Monday, October 28, 2024  
Approved the Minutes of October 28, 2024, as presented.
6. United Civic Monuments Project Update  
Approved the amended requests for the United Civic Monuments Project Unveiling Ceremony.
7. Command Contract  
Approved the tentative agreement for the 2024-2027 contract agreement with the Police Officers Labor Council, representing the St. Joseph Command Officers Association.  
**MOTION:** To approve the tentative agreement for the 2024-2027 contract agreement with the Police Officers Labor Council, representing the St. Joseph Command Officers Association.
8. Public Works Dump Truck Equipment and Outfitting  
Approved the MiDeal quote from Truck & Trailer Specialties of Dutton, Michigan, to provide a dump body and related equipment, in the amount of \$88,056.00, to be paid from the Motor Pool Fund.
9. Public Works Dump Truck Equipment and Outfitting  
Approved the MiDeal quote from Truck & Trailer Specialties of Dutton, Michigan, to provide a dump body and related equipment, in the amount of \$51,428.00, to be paid from the Motor Pool Fund.

#### Old Business

#### New Business

10. Concession Vendor for Howard Ice Arena

This item was moved from the Consent Agenda to New Business for discussion.

Last year's vendor at the Howard Ice Arena ended under the terms of the agreement, and with a short time period to solicit new vendors, City staff began reaching out to local food truck and restaurant owners to inquire about interest.

Commissioner Binkley stated that staff spoke to Dan Leung, the concessionaire from last season, and there was a valid reason to terminate the contract when payment had not been made. Binkley suggested moving ahead with the vendor presented for a year and modifying the contract.

Commissioner Fernandez stated he was comfortable moving forward with a three-year contract as the matter had been addressed.

Commissioner Ulrey said three years felt like a long time and suggested moving the contracts to a year, giving them a chance to review each season.

Director of Public Works Greg Grothous stated that only having a one-year contract makes it hard for the vendor to commit. A three-year contract allows vendors to try out some things one year and make adjustments the next year, etc. He states three years is common across all of their contracts.

Commissioner Sarola suggested changing the contract language to prevent this from happening again. He also stated that people should be allowed to bring outside food to a youth ice arena.

City Attorney Laurie Schmidt stated that, at the vendors' request, the last contract contained a provision that no outside food be brought in for special events unless the vendor could not provide the product. Signs were posted at the door discouraging people from bringing in outside food, but they did not police it. The contract was terminated for lack of payment, and they were unable to resolve the disagreement.

Commissioner Sarola asked if that provision was excluded from the current contract. Schmidt advised yes, and that it has always been excluded and was only added in the previous season at the vendor's request.

Commissioner Fernandez stated that three-year contracts are more appealing and will give vendors more security. Mayor Thomas agreed, adding that the contract still has language that allows either party to back out if there is a reason for it.

Dan Leung stated that he knew the Hernandez family and that Hector Hernandez Jr. is not the owner of the company; it is Hector Hernandez, his father. Grothous confirmed that they had met with the father and son and are aware that the father owns the company and will manage it, and the son will run the day-to-day operations.

**MOTION:** To approve the agreement between the City of St Joseph and Hector Hernandez, operating as the Hernandez Family, for operation of the John & Dede Howard Ice Arena for the 2024-2025, 2025-2026, and 2026-2027 seasons contingent upon successful completion of background checks, and to authorize the City Manager to sign the agreement.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michele Binkley, Mayor pro tem
<b>SECONDER:</b>	Michael Fernandez, Commissioner
<b>AYES:</b>	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

11. SJT Annual Update

Executive Director for St Joe Today Paul Knapp presented a slideshow on St Joe Today, its events, and its 45-year legacy in St Joseph. Knapp described some of the organization's annual events and its support for local businesses and the St Joe Today members. He highlighted the welcome center and the importance of St Joe Today enhancing the quality of life for visitors and residents. Knapp stated that, as they have reflected on their 45-year journey, they are grateful for the support of the City, member businesses, and residents. He said they are excited to continue future events, promote its members, and provide exceptional visitor services.

**MOTION:** To approve the 2024-25 St. Joseph Today Service Agreement and to authorize the City Manager to execute the agreement on behalf of the City.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Sarola, Commissioner
<b>SECONDER:</b>	Michael Fernandez, Commissioner
<b>AYES:</b>	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

12. Dickinson Park Drain Repair and Sewer Service Project

City Engineer Tim Zebell presented a slide show on the Dickinson Park Drain Repair and Sewer Project and requested that Kalin Construction be awarded the project. Zebell described the park's drain repair location and showed pictures of the washed-out area that needed repair. He explained that three bids were received for this project, and Kalin Construction was the low bidder at

Minutes Acceptance: Minutes of Nov 18, 2024 6:00 PM (Consent Agenda)

\$111,684.00. Zebell stated that this is over their estimate, but they do have enough money budgeted. Zebell explained that the drain repair needs to be completed by February before the baseball season and then the sanitary sewer service by the end of April 2025, with completion by May. He stated the award is tentative until the easements are in place through the St. Joseph Public Schools. Zebell explained that the final request is a budget amendment to transfer unspent FY24 funding to FY25.

Commissioner Binkley wanted to know if, with that kind of erosion, there is something in the repair that is being done to prevent it from happening again. Zebell described the HDPE smooth-line corrugated plastic pipes as stronger and being installed in place of the corrugated metal pipes that rust out and cause erosion. Zebell also stated that they could line these pipes after 30-40 years to prevent these issues.

Mayor Thomas asked how long it takes for corrosion to occur. Zebell stated that most of the pipes have a lifespan of about 75 years.

Commissioner Fernandez stated he knows many student-athletes, coaches, and parents who will be very excited to see that area repaired.

Commissioner Sarola asked, in regard to the original estimate, if the architect's estimate included some provisions for the bathroom and the concrete parking lot pad. Zebell explained that they knew the improvements to the park were forthcoming and wanted to ensure all parts were done simultaneously. Sarola also inquired about cost savings since they weren't being done independently. Zebell stated that they would see cost savings on the sanitary service since the pipe will be shallower and will be less to build up front, and it will be easier to maintain in the future.

**MOTION:** To approve a budget amendment in the street improvement fund to transfer the unspent drain improvements balance from FY24 to FY25, and award the Dickinson Park Drain Repair and Sewer Service Project to Kalin Construction in the amount of \$111,684.00 contingent upon the City securing the necessary easements on St. Joseph Public School Property to undertake the repairs and also to authorize the City Manager to sign the contract documents on behalf of the City.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michele Binkley, Mayor pro tem
<b>SECONDER:</b>	Michael Fernandez, Commissioner
<b>AYES:</b>	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

- 13. Zoning Ordinance Text Amendment - Sections 2.3, 3.9.3, 3.9.7 and 3.10 - Lot coverage, Landscaping, Planter boxes and Retaining walls

ORDINANCE 2024-ORD-22  
 ZONING ORDINANCE TEXT AMENDMENT - SECTIONS 2.3, 3.9.3, 3.9.7 AND 3.10 - LOT COVERAGE,  
 LANDSCAPING, PLANTER BOXES AND RETAINING WALLS

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF  
 THE CITY OF ST. JOSEPH, MICHIGAN**

Minutes Acceptance: Minutes of Nov 18, 2024 6:00 PM (Consent Agenda)

**THE CITY OF ST. JOSEPH ORDAINS** that the City of St. Joseph Zoning Ordinance adopted by Chapter 33 of the City of St. Joseph Code of Ordinances and codified as Appendix A is hereby amended as follows:

**Article II. “Definitions” Sec. 2.3 is amended to revise the definitions of fence, living fence, protective measures fence, and lot coverage, which shall now read as follows:**

*Fence* means a free-standing unroofed structure erected in such a manner and in such a location as to a enclose, secure, partially enclose or secure, provide privacy for, or mark a boundary for all or any part of a lot, and including any gates appurtenant to that fence. A fence may be of open or solid construction, and includes free-standing walls. A living fence, planter box, or retaining wall is not a fence.

*Living fence* means a grouping of plants including, but not limited to, hedges, shrubs, bushes, or trees, arranged and/or growing in such a manner as to enclose, secure, partially enclose or secure, provide privacy or mark a boundary for all or any part of a lot.

*Protective measures fence* means a fence meeting the requirements of a protective measures fence as described in Chapter 12 of the Code of Ordinances.

*Lot coverage* means the amount of a lot, stated in terms of percentage, that is covered by all buildings and/or structures located thereon. This shall include all buildings and roofed (whether a partial roof, such as a pergola or trellis, or a full roof) structures such as porches, arbors, and breezeways, and open, unenclosed, and uncovered porches or decks six inches or more above finished grade. Lot coverage shall not include fences, walls, planter boxes, retaining walls, or swimming pools, or uncovered parking lots. Lot coverage shall be measured from the drip line of the roof or from the wall or foundation if there is no projecting portion of the roof.

**2. Article II. “Definitions” Sec. 2.3 is amended to add the following definitions:**

*Landscaping* means the improvements made to a lot outside of the principal building(s) typically of landscape materials consisting of either hardscape or softscape elements. It does not include a driveway or parking area.

*Hardscape elements* means the improvements to a lot with [landscape materials](#) such as paved patio areas, planter boxes, [retaining walls](#), [stairs](#) not required for egress, [walkways](#), and any other landscaping made up of hard wearing materials such as [wood](#), [stone](#), and [concrete](#).

*Softscape elements* means the improvements to a lot with horticultural elements such as flowering plants, grass, shrubs, trees, and other vegetation. Softscape elements may include earthen berms, and other natural objects.

*Planter box* means a landscaping feature that is a free-standing uncovered structure constructed of hardscape elements rising above existing ground level to form a border

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container for softscape elements. A planter box is either a major or a minor planter box. A planter box may also be referred to as a garden wall or garden bed.

*Major planter box* means a planter box more than two feet in height up to a

maximum of four feet in height when measured from existing grade to the highest point.

*Minor planter box* means a planter box two feet or less in height when measured from existing grade to the highest point.

*Retaining wall* means a structure designed to restrain the existing natural grade of land or changes to grade associated with the mass grading of a parcel where the soil slope would not naturally keep due to a steep, near-vertical or vertical slope. A retaining wall is either a major or a minor retaining wall.

*Major retaining wall* means a retaining wall more than four feet in height when measured from existing grade to the highest point and requires a building permit.

*Minor retaining wall* means a retaining wall four feet or less in height when measured from existing grade to the highest point.

**3. Article III. “General Provisions” Sec. 3.9.3 “Accessory uses and structures” “Locations in Required Setbacks” is amended to read as follows:**

*3.9.3. Location in Yards and Required Setbacks*

- A. Accessory structures, except for fences, trellises not more than eight feet in height, and arbors not more than ten feet in height, may not be located in the front yard or secondary front yard. The total width of trellises and arbors exempt under this section may not total more than 25 percent of the width of the principal structure on the lot.
- B. Accessory structures not more than 14 feet in height may be located in the rear yard and required setback if they do not occupy more than 33 percent of the actual rear yard and are located at least five feet from any lot line. Except, in those instances where the rear lot line is coterminous with an alley right-of-way, the accessory structure may be as close as one foot to such rear lot line.
- C. Mechanical structures, such as heat pumps, air conditioners, emergency generators, and water pumps may only be located in rear or side yards if they are located at least three feet from rear and side lot lines.
- D. Fences as permitted by Chapter 12 of the Code of Ordinances, may be located in any yard and within a required setback.
- E. Planter boxes
  1. Major planter boxes may be located in the side and rear yards and within required side and rear setbacks; they are not allowed in the front or secondary front yards and must comply with the required front and secondary front setbacks.
  2. Minor planter boxes may be located in any yard and within a required setback.
- F. Retaining walls, both major and minor, may be located in any yard and within a required setback.



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**4. Article III. “General Provisions” Sec. 3.9.7 “Accessory uses and structures” “Porches and Decks” subsections A. and B. are amended to read as follows:**

- A. All enclosed porches proposed to be constructed and all existing open porches, decks or patios that are proposed to be enclosed shall meet the setback and lot coverage requirements of this ordinance.
- B. An open, unenclosed and uncovered porch or deck six inches or more above finished grade shall meet the setback and lot coverage requirements of the district for a principal building if connected to, touching, or adjacent to and accessed from the principal building; see Section 3.10 for exceptions. Otherwise, the porch or deck shall meet the yard and lot coverage requirements for an accessory structure.

**2. Article III. “General Provisions” Sec. 3.10 “Projections in yards” is amended to read as follows:**

**Sec. 3.10. – Projections in required setbacks.**

- A. For existing structures, ramps to accommodate wheelchairs and/or related devices to assist persons with disabilities may project into a required setback of any district, provided an application for a zoning permit is filed with the zoning administrator who shall find as a condition of issuing the requested permit, that the location selected minimizes the yard encroachment while still meeting the ramp needs of the applicant. No ramp is permitted to extend from a front or side door directly to the front sidewalk or curb, if it is reasonably feasible to connect to an existing private sidewalk or paved driveway. Ramps may not be covered within any setback. For new structures, ramps must meet all setback requirements. In either case, ramps must meet the requirements imposed by all applicable federal, state and local regulations.
- B. Self-supporting awnings in residential districts may project into a required setback no more than three feet and in commercial or industrial districts no more than five feet. Awnings shall be at least eight feet above grade at every point.
- C. In R-1 Single Family and R-2 Two Family Residential Districts, an exterior open, unenclosed and uncovered stairway, which may include a covered or uncovered stair landing, that extends from an exterior wall of a principal structure or from the exterior floor edge of an unenclosed porch that is attached to a principal structure, may project into a front setback or secondary front setback subject to the following conditions:
  - a. The stairway and landing may project to the minimum extent required by the Residential Building Code but in no case more than six feet in length nor more than eight feet in width, including handrails or guardrails and support structures.
  - b. In R1-A and R1-B Single Family Residential Zoning Districts, the stairway may be no closer than 15 feet from the front or secondary front lot line.
  - c. In R1-C, R1-D, and R1-E Single Family and R-2 Two Family Residential Districts, the stairway may be no closer than one foot from the front or

secondary front lot line.

All provisions of the Zoning Ordinance of the City of St. Joseph not hereby amended remain in full force and effect.

This ordinance shall take effect 10 days after its final passage.

Community Development Director Kristen Gundersen presented a zoning ordinance text amendment in sections 2.3, 3.93., 3.9.7, and 3.10 for lot coverage, landscaping, planter boxes, and retaining walls. Gundersen stated that the Zoning Board of Appeals (ZBA) heard an appeal regarding the installation of a 51” tall structure on a front lot line that was not considered a fence and was not an expansion of the dwelling. The ZBA concluded the 51” tall structure could remain as it was considered landscaping. Gundersen explained that the zoning ordinance had no definitions or regulations pertaining to landscaping items, such as planter beds or retaining walls. The ZBA members then requested that the Planning Commission review, discuss options, and address the missing landscaping items within the zoning ordinance.

Gundersen explained that the Planning Commission concurred that the zoning ordinance should be reviewed. Gundersen described the research completed, which included draft language and pictures of fencing, retaining walls, and planter boxes. The Planning Commission concluded that definitions were needed to reference landscaping, two types of planter boxes, and two types of retaining walls. She explained they determined a maximum height of 2’ was appropriate in front yards in keeping with other rules and regulations in the zoning ordinance of what is allowed to encroach into the front yard.

Gundersen stated that they also defined retaining walls which have no minimum height limitations or location restrictions. A building permit is required for walls greater than 4’, which is why major and minor retaining walls exist. Gundersen explained the corrections made in the usage of the terms “yard” and “setback” to clarify what is allowed to encroach into a setback and what is allowed in a yard. She stated they also corrected the reference to the word “handicapped” to “persons with disabilities.” Lot coverage was also clarified to include steps or decks 6” or more above grade.

Mayor Thomas asked how the 2’ and 4’ guidelines were determined and whether these guidelines are being created locally or if other municipalities have guidance. Gundersen explained that she had done a lot of research, and this is more specific to the City, but it is not common to allow a 51’ high structure on the front lot line. As time goes on, she expects planter boxes to become more popular.

Commissioner Fernandez expressed his concerns that the changes are too restrictive, like not allowing taller planter boxes in the front yards, which is unappealing to residents. He does not think there is an urgency to approve this right away.

Commissioner Binkley inquired if there had been any complaints about not being allowed to plant in the front yard. Gundersen stated no because it is not currently regulated and added that the Planning Commission had concerns about it being adjacent to the sidewalk and possible hazards presented to walkers or bikers. Gundersen also explained that 2 feet was minimal and standard size and based on feedback from two landscape engineers

Commissioner Ulrey wanted to know if there will be homes that need to make changes if this goes into effect. Gundersen stated that this was mostly done because of one applicant, and most people will not need a permit.

Commissioner Fernandez stated that it does not sound like there have been many issues causing a need for this change. He said there are concerns that the City has too many restrictive rules and suggested finishing up that conversation in future study sessions before implementing more changes.

Fernandez was concerned about the impact on someone who wanted to put a planter on the side of their house and they have a corner lot, which is considered a second front yard. He thinks it is too restrictive in general.

Commissioner Binkley thought the cleaned-up definitions were a good change. Further discussion followed on whether the change makes sense and is needed at this time.

Commissioner Sarola asked for clarification on what was allowed in the front yard. Gundersen stated that you can put two-foot-tall planter boxes in the front yard anywhere. A taller planter box, up to 4', could be in the front yard if it is outside of the required setback.

Commissioner Sarola agreed with Commissioner Fernandez that they need to be careful about adding new ordinances, but he did not find anything objectionable in this one. He stated that this clears up language and adds definitions to ambiguous terms.

Commissioner Binkley asked whether the City would check homes to see if people were in compliance. Gundersen said no, that this would be for new ones being constructed, and that they could do an informational brochure and newsletter article to inform people of the new rules.

Mayor Thomas agreed that she does not like being too restrictive and does not want to repress a neighborhood's character and individuality. However, there is a point where some features become detrimental to a neighborhood's character. She said it is about finding that balance. Thomas added that she did not see anything that stands out as too restrictive in these changes and is comfortable approving them as is.

Commissioner Sarola stated he appreciates the safety aspect of these changes, especially as more people use the City sidewalks. Limiting the height within a certain distance of the sidewalk has a lot of merit because anything over two feet, plus the height of what grows in it, could be problematic for people trying to see on the sidewalk.

Jack Sanderson, a resident at 804 Lake Lane, asked about the change in lot coverage for anything over 6 inches high, which decks add to that percentage. Gundersen stated that this language corrects the language that was missing in the definition of lot coverage. The ordinance has been interpreted this way since it was adopted in 2008. Sanderson stated that adding more things that count towards lot coverage is not a good idea.

City Attorney Laurie Schmidt explained that the definition clarifies how the ordinance has been interpreted by the zoning administrator since 2008, which is authorized under the zoning ordinance when there is a discrepancy in language. There was a question about the language and different provisions in the ordinance, so the definition was changed to clarify that decks above six inches do account for lot coverage. This is not a change in practice since the ordinance was adopted.

Sanderson disagreed and stated that this is a change in enforcement, and previous building officials have not enforced it; he opposed the change.

**MOTION:** To approve the first reading of an Ordinance to amend Article II, Section 2.3 Definitions”, Article III, Sections 3.9 Accessory uses and structures 3.9.3 Location in Required Setbacks and 3.9.7 Porches and Decks and Section 3.10 Projections in yards as it relates to Lot coverage, Landscaping, Planter boxes and Retaining walls while correcting the use of the terms Yards and Setbacks in the Zoning Ordinance of the City of St. Joseph, Michigan based on the factors set forth under Section 22.3 of the Zoning Ordinance.

<b>RESULT:</b>	<b>APPROVED [4 TO 1]</b>
<b>MOVER:</b>	Michael Sarola, Commissioner
<b>SECONDER:</b>	Tess Ulrey, Commissioner
<b>AYES:</b>	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Ulrey
<b>NAYS:</b>	Commissioner Fernandez

14. Obsolete Property Rehabilitation Act (OPRA) District at 500 Main Street Request for Public Hearing

Andrew Hahn, the Vice President of Business Development at Cornerstone Alliance, presented a slide show to discuss the Obsolete Property Rehabilitation Act related to the project at 500 Main Street. Hahns briefly explained the basics of tax abatements and different types, and the Obsolete Property Rehabilitation Act of 2000, which offers property tax exemptions for eligible commercial and commercial housing properties that undergo rehab support in urban areas and reduce blighted areas. He explained that the property at 500 Main Street would fit under that functionally obsolete definition. It was built as a library, and it's not functional as a library anymore. So, the City Assessor has determined that it is obsolete. The rehab is modifications that restore the property to an economically efficient condition, including minor and major improvements.

Hahns explained that this Act allows the value to be frozen for up to 12 years and can be transferred to a new owner. It can be revoked if the project fails to meet progress or requirements. He explained that this provides the developer an incentive to make significant improvements on a building that they might not make otherwise, and it restores a building to productive use that will have a higher taxable value in the end. Hahn provided set objectives that can be used to evaluate project applicants and apply to a City policy to provide consistency moving forward. He also described the process of establishing an Obsolete Property Rehabilitation District and why this benefits the community.

Mayor Thomas asked if it would be beneficial to have a broader district instead of just one parcel. Hahn stated that this has not been a tool that people have been clamoring for just yet and would recommend moving forward with the single parcel.

Commissioner Binkley stated the timeframe is 1 to 12 years and asked if the commission gets to set that timeframe. Hahn noted that they would discuss this with staff, but he presumes the recommendation would be for the full 12 years.

Commissioner Ulrey asked if there would be a requirement to maintain the same use if the property is transferred to a new owner. Hahn stated that if the City did not want to have the abatement go to a new owner who was going to change the use, that would be something that could be written into the agreement.

Commissioner Fernandez stated that as the City reaches Redevelopment Ready Status, he hopes this is the first of many requests and that more people will utilize these tools.

**MOTION:** To schedule a public hearing during the December 9, 2024, City Commission meeting to discuss and possibly adopt a resolution for the creation of an Obsolete Property Rehabilitation Act (OPRA) district for the property located at 500 Main Street.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Sarola, Commissioner
<b>SECONDER:</b>	Michele Binkley, Mayor pro tem
<b>AYES:</b>	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

**Reports**

15. General Election Report

City Clerk Abby Bishop provided a recap of the November 5th General Election. She provided voter turnout for Early In-Person voting, Absentee voting, and Election Day voting.

**City Comments**

16. City Manager Comments

City Manager Emily Hackworth praised the City clerk's office for a smooth General Election day.

Hackworth also praised the City Engineering team for completing the Upton Drive Reconstruction Project. She stated that it was handled expertly, looks lovely, improves the infrastructure, and aligns with the City's Masterplan.

17. City Commission Comments

Mayor Thomas announced the United Civic Monument unveiling, which will be held on November 19th at 10:30 in the City and at Benton Harbor. She stated that Martin Luther King III would be speaking that afternoon. She also mentioned that Light Up the Bluff is on December 6th, and the Rein Dog Parade is on December 7th, with Santa arriving on that day as well.

**Reset Room for Study Session**

**Study Session**

**Adjournment**

The meeting was closed at 7:19 PM

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Presiding Officer

\_\_\_\_\_  
City Clerk/ Recording Secretary

Minutes Acceptance: Minutes of Nov 18, 2024 6:00 PM (Consent Agenda)

Minutes of the St. Joseph City Commission Meeting held Commission Chambers, 700 Broad Street, St Joseph, MI 49085 on November 18, 2024.

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**Telecommunications relay services to assist individuals with disabilities are available by calling 7-1-1 and providing the meeting information to the relay operator; there is no charge to the caller.**

**Call to Order**

The meeting was called to order at 7:27 PM by Mayor Brook Thomas

Attendee Name	Title	Status	Arrived
Michele Binkley	Mayor pro tem	Present	
Brook Thomas	Mayor	Present	
Michael Sarola	Commissioner	Present	
Michael Fernandez	Commissioner	Present	
Tess Ulrey	Commissioner	Present	
Emily Hackworth	City Manager	Present	
Laurie Schmidt	City Attorney	Present	
Abby Bishop	City Clerk	Present	

**DDA & Planning Commission Members Present**

The following Planning Commission members were present: Patsy Hartzell, Sean Ebbert, Kathy Burczak, Aaron Miller, Becky Rice, and Dustin Tefs. The following Downtown Development Authority members were present: Tami Fauver, Brian Maynard, Chris Lannert, Sue Riemland, Debra Sailor, and Robert Montgomery.

**Discussion Items**

2. Economic Development Strategy Implementation

City Manager Emily Hackworth stated that the City Commission recently adopted a new economic development plan. Hackworth advised how this plan was developed to reach 'Certified' status under the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Communities (RRC) program. Hackworth advised that the City was elevated to the 'Essential' status two years ago. With Commission approval, the City engaged with Cornerstone Alliance and their subcontractor, Place + Main, to satisfy three remaining requirements: an Economic Development Strategy, a Marketing Plan, and a Guide to Development. The Economic Development Strategy was adopted unanimously by the City Commission in the 10/28 meeting.

Hackworth explained why the City is participating in the RRC program, based on its need and desire to develop and become a more development-friendly city. Andrew Hahn with Cornerstone Alliance also described the key benefits of the City becoming RRC Certified and how this will positively impact the community.

Hahn presented the Economic Development Strategy Overview slideshow that was previously presented to the City Commission. In it, Hahn described specific sectors and highlighted key issues. He also showed data on the background of tax base comparison, primary trade areas, and housing opportunities. Hahns outlined the key takeaways and discussed recommendations.

The group discussed housing opportunities in the City and Accessory Dwelling Units (ADUs). They also discussed the timing of making changes to the zoning ordinance and different ways to

Minutes Acceptance: Minutes of Nov 18, 2024 6:45 PM (Consent Agenda)

implement them. The group directed the Planning Commission to research and consider ADUs in the City and agreed to reconvene again in 6 months.

**Public Comments**

None.

**City Manager Comments**

**City Commission Comments**

**Adjourn**

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Presiding Officer

\_\_\_\_\_  
City Clerk/ Recording Secretary

Minutes Acceptance: Minutes of Nov 18, 2024 6:45 PM (Consent Agenda)

# Agenda Item

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**TO:** Members of the St. Joseph City Commission  
**FROM:** Ben Reynnells, Finance Director  
**RE:** Invoice and Tax Disbursements  
**MEETING DATE:** December 9, 2024

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As part of the consent agenda, please consider approval of the following invoices and disbursements from November 14, 2024, through December 06, 2024.

Regular invoices: \$1,065,550.02

Tax disbursements: \$80,518.11

Total disbursed: \$1,146,068.13

*Action requested:* Motion to approve, as part of the consent agenda, cash disbursements, as presented.

**ATTACHMENTS:**

- EXP CHECK RUN DATES 11-14-2024 to 12-06-2024(PDF)



EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
<b>Fund 101 General Fund</b>			
<b>Dept 000.000</b>			
101-000.000-004.000	PETTY CASH - KATHERINE FRY	ICE ARENA START UP MONEY	600.00
101-000.000-491.000	ZAHN BUILDERS INC	PARTIAL REFUND OF PERMIT FEE	5,044.00
	<b>Total For Dept 000.000</b>		<b>5,644.00</b>
<b>Dept 101.000 City Commission</b>			
101-101.000-801.000	HOLT BOSSE	CALENDAR AND BUSINESS CARDS	18.00
101-101.000-900.000	OSCAR'S PRINTING & COPY CENTER	MAYOR BUSINESS CARDS	66.00
	<b>Total For Dept 101.000 City Commission</b>		<b>84.00</b>
<b>Dept 172.000 City Manager</b>			
101-172.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	132.20
101-172.000-801.000	COREWELL HEALTH	DOT PHYSICAL, PRE-EMPLOYMENT SCREENINGS	104.00
101-172.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES & PROTECTION SERVICE - CITY HALL	2,572.32
	<b>Total For Dept 172.000 City Manager</b>		<b>2,808.52</b>
<b>Dept 215.000 City Clerk</b>			
101-215.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	14.60
101-215.000-887.000	KRISTAL CLEAR GRAPHICS LLC	COMMUNITY NEWSLETTER	412.50
101-215.000-888.000	HOLT BOSSE	CALENDAR AND BUSINESS CARDS	790.00
101-215.000-930.000	COLD SPRING	COLMBARIUM NICHE YEARS (FOR PLAQUES)	270.00
	<b>Total For Dept 215.000 City Clerk</b>		<b>1,487.10</b>
<b>Dept 235.000 Central Purchasing</b>			
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	52.41
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	163.87
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	DESKPAD	5.82
101-235.000-740.000	PRINTING SYSTEMS, INC.	TAX FORMS	77.69
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	59.70
101-235.000-740.000	OSCAR'S PRINTING & COPY CENTER	ENVELOPES	531.12
101-235.000-740.000	OSCAR'S PRINTING & COPY CENTER	WINDOW ENVELOPES	660.31
101-235.000-740.000	PRINTING SYSTEMS, INC.	AP LASER CHECKS	284.48
101-235.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES & PROTECTION SERVICE - CITY HALL	5,355.06
101-235.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	288.90
	<b>Total For Dept 235.000 Central Purchasing</b>		<b>7,479.36</b>
<b>Dept 253.000 City Treasurer</b>			
101-253.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	30.40
101-253.000-728.000	SBF ENTERPRISES	WINTER TAX BILLS	91.98
101-253.000-740.000	QUADIANT FINANCE USA, INC	NOVEMBER BILLING - POSTAGE	1,077.52
101-253.000-740.000	OSCAR'S PRINTING & COPY CENTER	INVOICE COPIES	113.61

Attachment: EXP CHECK RUN DATES 11-14-2024 to 12-06-2024 (10350 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
101-253.000-790.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	186.36
101-253.000-801.000	SBF ENTERPRISES	WINTER TAX BILLS	798.31
101-253.000-801.000	MUNICIPAL ADVISORY COUNCIL OF MI	ANNUAL MAC OF MI DEBT REPORTS	100.00
101-253.000-860.000	BS & A SOFTWARE	BS&A TRAINING	1,000.00
101-253.000-860.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	401.25
101-253.000-870.000	MICHIGAN MUNICIPAL TREASURERS ASSOC	MEMBERSHIP RENEWAL	198.00
	Total For Dept 253.000 City Treasurer		3,997.43
Dept 257.000 City Assessor			
101-257.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	10.14
101-257.000-740.000	OSCAR'S PRINTING & COPY CENTER	DOOR HANGERS	219.80
101-257.000-860.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	52.00
101-257.000-870.000	BENNETT, MICKY	ASSESSOR CERTIFICATION RENEWAL	175.00
	Total For Dept 257.000 City Assessor		456.94
Dept 262.000 Elections			
101-262.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	10.40
101-262.000-740.000	QUADIENT FINANCE USA, INC	NOVEMBER BILLING - POSTAGE	517.09
101-262.000-860.000	BEILMAN, ALISA	MILEAGE REIMBURSEMENT	40.20
	Total For Dept 262.000 Elections		567.69
Dept 265.000 Buildings & Grounds			
101-265.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	10.80
101-265.000-740.000	BADGER EVERGREEN NURSERY, LLC.	GREENERY	85.00
101-265.000-740.000	BIG C LUMBER	POST FOR PW HANDRAIL AND BOARDS FOR DUMP TRUCKS	26.10
101-265.000-740.000	KENDALL ELECTRIC INC	ELECTRICAL REPAIRS	35.85
101-265.000-850.000	TELNET WORLDWIDE	BILL DATE 11-15-2024	708.74
101-265.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00006	708.27
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	HVAC REPAIR	1,497.92
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	CONTRACT PAYMENT	338.00
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	CONTRACT PAYMENT	433.50
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	CONTRACT PAYMENT	433.50
101-265.000-931.000	ENERCO SPECIALTY CHEMICAL	CONTRACT PAYMENT	225.00
101-265.000-931.000	CRANE 1 SERVICES, INC.	CRANE INSPECTIONS	275.00
	Total For Dept 265.000 Buildings & Grounds		4,777.68
Dept 266.000 City Attorney			
101-266.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	20.00
101-266.000-790.000	RELX INC. DBA LEXIS NEXIS	LEGAL SUBSCRIPTION	103.00
	Total For Dept 266.000 City Attorney		123.00
Dept 270.000 Personnel			
101-270.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	12.00

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EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
101-270.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - HR	19.82
101-270.000-801.000	HELPNET	QUARTERLY EAP BILLING	796.95
101-270.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES & PROTECTION SERVICE - CITY HALL	95.00
101-270.000-860.000	BS & A SOFTWARE	BS&A TRAINING	1,000.00
	Total For Dept 270.000 Personnel		1,923.77
Dept 336.000 Fire Department			
101-336.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	18.00
101-336.000-740.000	BADGER EVERGREEN NURSERY, LLC.	GREENERY	53.00
101-336.000-740.000	NYE UNIFORM COMPANY	POLO SHIRT	8.03
101-336.000-740.000	ZBATTERY.COM, INC.	BATTERIES	118.80
101-336.000-776.000	DINGES FIRE COMPANY	FIRE BOOTS	360.00
101-336.000-870.000	BERRIEN COUNTY FIRE CHIEFS ASSOC	MEMBERSHIP DUES	50.00
101-336.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00003	219.16
101-336.000-930.000	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	78.99
	Total For Dept 336.000 Fire Department		905.98
Dept 345.000 Public Safety Department			
101-345.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	417.40
101-345.000-740.000	DASCOM AMERICAS	PRINTER PAPER	80.00
101-345.000-740.000	DOUBLEDAY OFFICE PRODUCTS	PAPER	49.00
101-345.000-740.000	NYE UNIFORM COMPANY	SHIRTS	264.05
101-345.000-740.000	NYE UNIFORM COMPANY	CARGO PANTS	217.89
101-345.000-801.000	KENT KLEEN, LLC	VEHICLE DETAILING	425.00
101-345.000-860.000	BLASKIE, DUSTIN	MILEAGE REIMBURSEMENT FTO SCHOOL	211.85
101-345.000-860.000	CLAPP, BRADLEY	MILEAGE REIMBURSEMENT FTO SCHOOL	141.24
101-345.000-870.000	R.A.D. SYSTEMS	LICENSE RENEWAL	175.00
101-345.000-870.000	R.A.D. SYSTEMS	LICENSE RENEWAL	75.00
101-345.000-930.000	BERRIEN COUNTY	TALON	1,319.00
101-345.000-930.000	C. WIMBERLEY FORD	REPLACE BELT AND TENSIONER	57.08
101-345.000-930.000	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	79.00
101-345.000-930.000	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	104.00
101-345.000-930.000	TELE-RAD INC.	MONTHLY MAINTENANCE	346.40
	Total For Dept 345.000 Public Safety Department		3,961.91
Dept 371.000 Building Inspection Department			
101-371.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	37.46
101-371.000-860.000	BS & A SOFTWARE	BS&A TRAINING	2,000.00
	Total For Dept 371.000 Building Inspection Department		2,037.46
Dept 372.000 Code Enforcement Department			
101-372.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	17.00
	Total For Dept 372.000 Code Enforcement Department		17.00

Attachment: EXP CHECK RUN DATES 11-14-2024 to 12-06-2024 (10350 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
Dept 441.000 Public Works Department			
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - PUBLIC WORKS	152.47
101-441.000-740.000	U.S. BUSINESS SYSTEMS, INC.	COPIER	142.71
101-441.000-740.000	BADGER EVERGREEN NURSERY, LLC.	GREENERY	81.00
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES	(19.24)
101-441.000-740.000	OSCAR'S PRINTING & COPY CENTER	TIMESHEETS	331.68
101-441.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00001	327.15
101-441.000-930.000	WORKFORCE PAYHUB	TIMECLOCK	310.95
	Total For Dept 441.000 Public Works Department		1,326.72
Dept 442.000 Asset Management			
101-442.000-801.000	RITTER GIS, INC	HOSTED SERVICES GIS DATA 1/1/25 TO 12/31-25	3,600.00
	Total For Dept 442.000 Asset Management		3,600.00
Dept 447.000 City Engineer			
101-447.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	51.40
101-447.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES & PROTECTION SERVICE - CITY HALL	190.00
101-447.000-804.000	ABONMARCHE CONSULTANTS INC	ENGINEERING RETAINER	500.00
	Total For Dept 447.000 City Engineer		741.40
Dept 721.000 Community Development			
101-721.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	19.80
101-721.000-900.000	HERALD-PALLADIUM	PUBLIC NOTICE ORDINANCE	165.75
101-721.000-900.000	HERALD-PALLADIUM	NOTICE OF PUBLIC HEARING	199.50
	Total For Dept 721.000 Community Development		385.05
Dept 751.000 Parks/Recreation			
101-751.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	79.50
101-751.000-740.000	ACE HARDWARE	SHOP ITEMS	74.64
101-751.000-740.000	BADGER EVERGREEN NURSERY, LLC.	GREENERY	159.00
101-751.000-740.000	ACE HARDWARE	GLOVES, DRIVERS	34.15
101-751.000-740.000	ACE HARDWARE	PAINT	48.59
101-751.000-740.000	BADGER EVERGREEN NURSERY, LLC.	GREENERY	54.00
101-751.000-740.000	FOHS, MATT	CLOTHING ALLOWANCE	135.11
101-751.000-740.000	GREEN CLIMBER OF NORTH AMERICA	GREEN CLIMBER RENTAL	1,759.35
101-751.000-740.000	KIRBY, DAVID	CLOTHING ALLOWANCE	81.04
101-751.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES	76.17
101-751.000-740.000	HERALD-PALLADIUM	RFP AD	218.25
101-751.000-740.000	HERALD-PALLADIUM	RFP AD	214.50
101-751.000-801.000	MML WORKERS' COMP FUND	CDL CONSORTIUM FEES	450.00
101-751.000-860.000	FORKER, ANDRAYA	STATE OF MICHIGAN - CDL TESTING FEE	25.52
101-751.000-860.000	SEMI ACADEMY	CDL CLASS AND TEST	2,650.00

Attachment: EXP CHECK RUN DATES 11-14-2024 to 12-06-2024 (10350 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
101-751.000-930.000	HASSE'S CRANE SERVICE, L.L.C.	CRANE SERVICE	500.00
101-751.000-930.000	T2 SYSTEMS CANADA INC.	PARKING METER MONTHLY FEES	390.00
101-751.000-964.000	DELLAY, BEN	WOODBINE LODGE CANCELLATION	300.00
	Total For Dept 751.000 Parks/Recreation		7,249.82
Dept 756.000 Recreation Programs			
101-756.000-740.000	AMAZON CAPITAL SERVICES	CANDY CANE LANE SUPPLIES	71.05
101-756.000-941.000	ST JOSEPH PUBLIC SCHOOLS	TENNIES COURT PAYMENT	15,116.65
	Total For Dept 756.000 Recreation Programs		15,187.70
Dept 757.000 Ice Arena Operations			
101-757.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	12.20
101-757.000-740.000	ACE HARDWARE	GLOVES	12.59
101-757.000-740.000	ACE HARDWARE	SUPPLIES AND PAINT FOR ARENA	58.08
101-757.000-740.000	ACE HARDWARE	JOINT TAPE	2.69
101-757.000-740.000	BADGER EVERGREEN NURSERY, LLC.	GREENERY	127.00
101-757.000-740.000	ACE HARDWARE	ICE ARENA SUPPLIES	91.75
101-757.000-740.000	ACE HARDWARE	ICE ARENA SUPPLIES	56.25
101-757.000-740.000	LINDE GAS & EQUIPMENT INC.	PROPANE SERVICE	144.56
101-757.000-740.000	OSCAR'S PRINTING & COPY CENTER	ARENA PASSES & SCHEDULES	420.90
101-757.000-801.000	ART & IMAGE	FRONT DOOR SIGN AND INSTALL	185.00
101-757.000-801.000	MID AMERICA RINK SERVICES	ICE PAINTING AND BUILDING	3,476.00
101-757.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	159.85
101-757.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00009	72.66
101-757.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00010	134.25
101-757.000-930.000	ACE HARDWARE	SUPPLIES AND PAINT FOR ARENA	113.38
	Total For Dept 757.000 Ice Arena Operations		5,067.16
	Total For Fund 101 General Fund		69,829.69
Fund 202 Major Street Fund			
Dept 449.000 Roads, Streets, Bridges - ACT 51			
202-449.000-740.000	RIETH-RILEY CONSTRUCTION CO., INC.	COLD PATCH	1,512.14
202-449.000-740.000	DIAMOND SPEED PRODUCTS, INC.	SAW BLADE	2,159.00
202-449.000-801.000	CHOP	TREE WORK	2,635.00
	Total For Dept 449.000 Roads, Streets, Bridges - ACT 51		6,306.14
Dept 474.000 Traffic Services			
202-474.000-860.000	SEMI ACADEMY	CDL TRAINING	1,340.00
	Total For Dept 474.000 Traffic Services		1,340.00
Dept 478.000 Winter Maintenance			
202-478.000-740.000	GREAT LAKES CHLORIDE INC	CHLORIDE	5,243.66

Attachment: EXP CHECK RUN DATES 11-14-2024 to 12-06-2024 (10350 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
-----			
	Total For Dept 478.000 Winter Maintenance		5,243.66
Dept 903.207 Cleveland Ave			
202-903.207-801.000	ABONMARCHE CONSULTANTS INC	CLEVELAND AVE RESURFACING DESIGN	13,246.40
	Total For Dept 903.207 Cleveland Ave		13,246.40
	Total For Fund 202 Major Street Fund		26,136.20
Fund 203 Local Street Fund			
Dept 449.000 Roads, Streets, Bridges - ACT 51			
203-449.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	107.00
203-449.000-740.000	HIGH GRADE MATERIALS CO.	SIDEWALK REPAIR	491.50
203-449.000-740.000	RIETH-RILEY CONSTRUCTION CO., INC.	COLD PATCH	1,400.00
203-449.000-740.000	DIAMOND SPEED PRODUCTS, INC.	SAW BLADE	1,160.26
203-449.000-801.000	MML WORKERS' COMP FUND	CDL CONSORTIUM FEES	630.00
203-449.000-801.000	CHOP	TREE WORK	890.00
	Total For Dept 449.000 Roads, Streets, Bridges - ACT 51		4,678.76
Dept 474.000 Traffic Services			
203-474.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	12.40
203-474.000-740.000	O'MALLEY, PATRICK	CLOTHING REIMBURSEMENT	63.54
203-474.000-801.000	MML WORKERS' COMP FUND	CDL CONSORTIUM FEES	90.00
203-474.000-860.000	SEMI ACADEMY	CDL TRAINING	1,340.00
	Total For Dept 474.000 Traffic Services		1,505.94
Dept 903.160 Botham Avenue Reconstruction			
203-903.160-801.000	ROWE PROFESSIONAL SERVICES COMPANY	BOTHAM AVE DESIGN SERVICES	10,702.50
	Total For Dept 903.160 Botham Avenue Reconstruction		10,702.50
	Total For Fund 203 Local Street Fund		16,887.20
Fund 204 Municipal Street Fund			
Dept 449.000 Roads, Streets, Bridges - ACT 51			
204-449.000-801.000	ABONMARCHE CONSULTANTS INC	LAKE BLVD/BROAD ST RESURFACING CONST ADMIN	560.00
204-449.000-967.000	STATE OF MICHIGAN	LAKE BLVD CONSTRUCTION - CITY SHARE	6,925.81
	Total For Dept 449.000 Roads, Streets, Bridges - ACT 51		7,485.81
Dept 903.194 Anchors Way Drainage			
204-903.194-801.000	WADE TRIM	ANCHORS WAY HWI DESIGN SERVICES	315.00
204-903.194-801.000	SME	ANCHORS WAY GEOTECH REPORT	4,725.00
204-903.194-801.000	WADE TRIM	DESIGN/PROF. SERVICES	405.00
	Total For Dept 903.194 Anchors Way Drainage		5,445.00

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EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
Total For Fund 204 Municipal Street Fund			12,930.81
Fund 209 Cemetery Fund			
Dept 567.000 Cemetery Operatings			
209-567.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	22.20
209-567.000-740.000	BADGER EVERGREEN NURSERY, LLC.	GREENERY	81.00
209-567.000-740.000	GRANICUS	MONTHLY MAINTENANCE SUPPORT	556.90
209-567.000-740.000	MATTHEWS INTERNATIONAL CORP.	COLUMBARIUM NICHE BUD VASES	2,025.58
209-567.000-740.000	ACE HARDWARE	SHOP ITEMS	26.97
209-567.000-740.000	MANN, ERIC	CLOTHING ALLOWANCE	83.97
209-567.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	319.70
209-567.000-850.000	TELNET WORLDWIDE	BILL DATE 11-15-2024	14.77
209-567.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00001	75.65
209-567.000-930.000	PONTEM SOFTWARE	CEMETARY PONTEM ANNUAL SUPPORT	2,055.00
Total For Dept 567.000 Cemetery Operatings			5,261.74
Total For Fund 209 Cemetery Fund			5,261.74
Fund 214 Depot Fund			
Dept 264.000 Buildings			
214-264.000-956.000	CSX TRANSPORTATION	RAILROAD ANNUAL FEE - DEPOT	747.50
Total For Dept 264.000 Buildings			747.50
Total For Fund 214 Depot Fund			747.50
Fund 226 Rubbish Collection Fund			
Dept 521.000 Sanitation/Solid Waste			
226-521.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	22.20
226-521.000-801.000	MML WORKERS' COMP FUND	CDL CONSORTIUM FEES	90.00
226-521.000-804.000	WM CORPORATE SERVICES	RESIDENTIAL RUBBISH	1,903.99
226-521.000-804.200	STEVENSVILLE TRANSFER STATION-3246	TRASH DUMPING	2,340.56
226-521.000-804.200	STEVENSVILLE TRANSFER STATION-3246	TRASH DUMPING	1,898.73
Total For Dept 521.000 Sanitation/Solid Waste			6,255.48
Total For Fund 226 Rubbish Collection Fund			6,255.48
Fund 248 Downtown Development Authority Fund			
Dept 730.000 Downtown Development			
248-730.000-740.000	BADGER EVERGREEN NURSERY, LLC.	GREENERY	3,024.50
248-730.000-740.000	ACE HARDWARE	SUPPLIES	67.46
248-730.000-740.000	ACE HARDWARE	SUPPLIES	52.17
248-730.000-740.000	BADGER EVERGREEN NURSERY, LLC.	GREENERY	243.00
248-730.000-801.000	CORNERSTONE ALLIANCE	FACADE GRANT	3,333.33

Attachment: EXP CHECK RUN DATES 11-14-2024 to 12-06-2024 (10350 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
Total For Dept 730.000 Downtown Development			6,720.46
Total For Fund 248 Downtown Development Authority Fund			6,720.46
Fund 271 Library Fund			
Dept 790.000 Library			
271-790.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	61.40
271-790.000-740.000	DEMCO EDUCATIONAL CORPORATION	CHILDREN'S COLLECTION SUPPLIES	212.74
271-790.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	87.52
271-790.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - LIBRARY	3.54
271-790.000-740.000	QUADIENT FINANCE USA, INC	NOVEMBER BILLING - POSTAGE	148.66
271-790.000-740.000	AMAZON CAPITAL SERVICES	DVD COLLECTION; CHILDREN'S SUPPLIES; OFFICE SUPPLIES	268.82
271-790.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	222.71
271-790.000-740.000	KSS ENTERPRISES	CLEANIGN SUPPLIES	101.68
271-790.000-740.000	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; PROGRAM SUPPLIES	70.83
271-790.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	151.69
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT FIC COLLECTION	392.07
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN'S COLLECTION	230.07
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT NFIC COLLECTION	252.87
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT NFIC COLLECTION	195.85
271-790.000-780.000	AMAZON CAPITAL SERVICES	DVD COLLECTION; CHILDREN'S SUPPLIES; OFFICE SUPPLIES	115.36
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN'S COLLECTION	113.54
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN'S COLLECTION	158.07
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT FIC COLLECTION	208.45
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT FIC COLLECTION	229.50
271-790.000-780.000	BAKER & TAYLOR BOOKS	AUGUST FICTION COLLECTION	63.16
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN'S COLLECTION	180.50
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT NFIC COLLECTION	295.47
271-790.000-780.000	GALE	LARGE PRINT COLLECTION FEE	194.34
271-790.000-780.000	MIDWEST TAPE	HOOPLA	1,185.44
271-790.000-850.000	TELNET WORLDWIDE	BILL DATE 11-15-2024	162.42
271-790.000-860.000	MICHIGAN LIBRARY ASSOCIATION	MLA REGISTRATION AND MEMBERSHIP	125.00
271-790.000-860.000	MICHIGAN LIBRARY ASSOCIATION	MLA REGISTRATION	25.00
271-790.000-885.000	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; PROGRAM SUPPLIES	26.97
271-790.000-885.000	LINCOLN TOWNSHIP PUBLIC LIBRARY	FANDOM FEST	325.00
271-790.000-900.000	OSCAR'S PRINTING & COPY CENTER	PRINT NEW DEPOSIT SLIPS	126.03
271-790.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00005	302.88
271-790.000-930.000	CITY PLUMBING & HEATING	MECHANICAL ROOM WATER	685.88
271-790.000-930.000	CROWDER LANDSCAPING & LAWN CARE LLC	FALL CLEAN UP	600.00
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG CEANING	34.65
271-790.000-930.000	EPS SECURITY	MONTHLY MONITORING	26.50
271-790.000-930.000	KSS ENTERPRISES	CLEANING SUPPLIES	4.22
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG RENTAL	34.65

Attachment: EXP CHECK RUN DATES 11-14-2024 to 12-06-2024 (10350 : Invoice and Tax Disbursements)



EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG RENTAL	34.65
271-790.000-956.000	STAKLEY, PAULA	REIMBURSEMENT FOR SURVEY PRIZE	50.00
	Total For Dept 790.000 Library		7,708.13
	Total For Fund 271 Library Fund		7,708.13
Fund 275 Band Fund			
Dept 802.000 Municipal Band			
275-802.000-740.000	OSCAR'S PRINTING & COPY CENTER	BAND PROGRAMS	102.40
275-802.000-740.000	OSCAR'S PRINTING & COPY CENTER	BAND PROGRAMS	256.00
275-802.000-740.000	OSCAR'S PRINTING & COPY CENTER	BAND PROGRAMS	115.20
275-802.000-740.000	OSCAR'S PRINTING & COPY CENTER	BAND PROGRAMS	128.00
275-802.000-740.000	OSCAR'S PRINTING & COPY CENTER	BAND PROGRAMS	128.00
275-802.000-740.000	OSCAR'S PRINTING & COPY CENTER	BAND PROGRAMS	191.00
275-802.000-740.000	OSCAR'S PRINTING & COPY CENTER	BAND PROGRAMS	230.40
275-802.000-740.000	OSCAR'S PRINTING & COPY CENTER	BAND PROGRAMS	128.00
275-802.000-740.000	OSCAR'S PRINTING & COPY CENTER	BAND PROGRAMS	128.00
	Total For Dept 802.000 Municipal Band		1,407.00
	Total For Fund 275 Band Fund		1,407.00
Fund 401 Capital Projects Fund			
Dept 265.140 Public Parking Improvements			
401-265.140-967.000	SPICER GROUP	PARKING LOT II DESIGN	7,106.25
	Total For Dept 265.140 Public Parking Improvements		7,106.25
Dept 728.100 Downtown Plan Implementation			
401-728.100-967.000	CORNERSTONE ALLIANCE	FACADE GRANT	3,333.33
	Total For Dept 728.100 Downtown Plan Implementation		3,333.33
Dept 751.591 WCF Restroom Facility			
401-751.591-975.000	CUSTOMETAL PRODUCTS, INC.	PROJECT MATERIALS	4,189.30
401-751.591-975.000	JOHNSON POURED WALLS, INC	CONTRACT PAYMENT	51,240.00
401-751.591-975.000	PENCHURA, LLC	PROJECT MATERIALS	13,330.00
401-751.591-975.000	UNITED RENTALS (NORTH AMERICA) INC.	CONTRACT PAYMENT	243.00
	Total For Dept 751.591 WCF Restroom Facility		69,002.30
	Total For Fund 401 Capital Projects Fund		79,441.88
Fund 441 UPTON RECONSTRUCTION			
Dept 441.000 Public Works Department			
441-441.000-801.000	ABONMARCHE CONSULTANTS INC	CONSTRUCTION ADMIN	37,585.56
	Total For Dept 441.000 Public Works Department		37,585.56

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EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
Total For Fund 441 UPTON RECONSTRUCTION			37,585.56
Fund 450 CSO Separation Project Fund			
Dept 527.500 CSO storage project			
450-527.500-801.000	WADE TRIM	CSO EA PROJECT - CONSTRUCTION ADMIN	23,497.15
450-527.500-801.000	WADE TRIM	CSO EA PROJECT - CONSTRUCTION ADMIN/PROF SERVICES	8,334.19
Total For Dept 527.500 CSO storage project			31,831.34
Total For Fund 450 CSO Separation Project Fund			31,831.34
Fund 590 Sewer Fund			
Dept 000.000			
590-000.000-230.100	ST JOSEPH CHARTER TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN OCTOBER ;	18,444.03
590-000.000-230.200	LINCOLN CHARTER TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN OCTOBER ;	50,056.14
590-000.000-230.400	ROYALTON TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN OCTOBER ;	201,046.43
Total For Dept 000.000			269,546.60
Dept 527.000 Sewer System			
590-527.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	13.20
590-527.000-740.000	EJ USA, INC.	SEWER MONUMENTS	498.40
590-527.000-801.000	BEAUDOIN ELECTRICAL CONSTRUCTION	PROFESSIONAL ELECTRICAL SERVICES	343.51
590-527.000-801.000	BEAUDOIN ELECTRICAL CONSTRUCTION	PROFESSIONAL ELECTRICAL SERVICES	288.00
590-527.000-801.000	BEAUDOIN ELECTRICAL CONSTRUCTION	PROFESSIONAL ELECTRICAL SERVICE	324.00
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00011	41.93
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00007	39.77
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00008	39.23
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT # 0506740475-00001	40.96
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0503619446-00001	44.08
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0614144879-00001	39.77
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0614144879-00002	40.53
590-527.000-956.000	CSX TRANSPORTATION	ANNUAL CSX PERMIT	361.62
Total For Dept 527.000 Sewer System			2,115.00
Dept 904.942 Hawthorne Lift Station Rehab			
590-904.942-801.000	ABONMARCHE CONSULTANTS INC	HLS DESIGN	2,770.00
Total For Dept 904.942 Hawthorne Lift Station Rehab			2,770.00
Total For Fund 590 Sewer Fund			274,431.60
Fund 591 Water Fund			
Dept 000.000			
591-000.000-230.100	ST JOSEPH CHARTER TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN OCTOBER ;	12,131.90

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EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
591-000.000-230.200	LINCOLN CHARTER TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN OCTOBER ;	4,500.24
591-000.000-230.400	ROYALTON TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN OCTOBER ;	62,770.45
591-000.000-256.000	CHATEAU VSQ CONDO	UB refund for account: 600060	620.38
	Total For Dept 000.000		80,022.97

Dept 530.000 Water Treatment Plant

591-530.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	107.40
591-530.000-740.000	FIRST NATIONAL BANK OF OMAHA	GREG ALIMENTI	2,846.06
591-530.000-740.000	ACE HARDWARE	OPERATING SUPPLIES	559.94
591-530.000-740.000	ACE HARDWARE	OPERATING SUPPLIES	431.97
591-530.000-740.000	HACH COMPANY	DO ANALYZER INSTRUMENT	4,494.00
591-530.000-740.000	HACH COMPANY	LAB SUPPLIES	178.75
591-530.000-740.000	HOLLYWOOD SMALL ENGINE	LEAF BLOWER	1,900.00
591-530.000-740.000	KSS ENTERPRISES	JANITOR SUPPLIES	627.97
591-530.000-740.000	LEEP'S SUPPLY CO., INC.	TOILET PARTS	178.04
591-530.000-740.000	USA BLUE BOOK	CHLORINE ANALYZER - CLARIFIER #1	7,835.09
591-530.000-740.000	VWR INTERNATIONAL	LAB SUPPLIES	1,066.65
591-530.000-740.000	VWR INTERNATIONAL	LAB SUPPLIES	1,033.99
591-530.000-750.000	WILSON CHEMICAL SOLUTIONS	ALUM	7,292.64
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	2655.39	2,665.39
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	CCT STUDY-ANALYSIS-LEAD	1,800.00
591-530.000-801.000	EUROFINS EATON ANALYTICAL LLC	ANALYSIS - 4TH QUARTER PFAS	1,470.00
591-530.000-801.000	EUROFINS EATON ANALYTICAL LLC	ANALYSIS - TOC	321.58
591-530.000-801.000	EUROFINS EATON ANALYTICAL LLC	ANALYSIS - TOC	321.58
591-530.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	213.97
591-530.000-850.000	TELNET WORLDWIDE	BILL DATE 11-15-2024	73.83
591-530.000-860.000	FIRST NATIONAL BANK OF OMAHA	GREG ALIMENTI	476.80
591-530.000-860.000	BLUE WATER MANAGEMENT SOLUTIONS	TRAINING COURSE - HERRICK & DICKEY	330.00
591-530.000-870.000	FIRST NATIONAL BANK OF OMAHA	GREG ALIMENTI	398.89
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00012	41.26
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00002	37.25
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00003	38.57
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0507486606-00001	76.69
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0507486606-00001	302.88
591-530.000-930.000	THE SHUTTER & SHADE COMPANY	WINDOW SHADES - LAB AND OFFICE	3,718.44
591-530.000-930.000	ANDY J. EGAN CO., INC.	TEST/SERVICE WTP BACKFLOW PREVENTERS	1,899.85
591-530.000-930.000	ANDY J. EGAN CO., INC.	REPLACE PIPE BOLTS	2,740.26
591-530.000-930.000	JOHNNY ON THE SPOT WINDOW CLEANING	WINDOW CLEANING	920.00
591-530.000-930.000	KONE INC	ELEVATOR LOAD TEST	2,000.00
591-530.000-930.000	SHORELINE BUILDING SERVICES LLC	JANITOR	1,450.00
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	156.96
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	156.96
	Total For Dept 530.000 Water Treatment Plant		50,163.66

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EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
Dept 536.000 Water Distribution System			
591-536.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	92.60
591-536.000-740.000	ACE HARDWARE	TOOLS AND SUPPLIES	67.49
591-536.000-740.000	ACE HARDWARE	WATER METER TOOLS/SUPPIES	44.99
591-536.000-740.000	ACE HARDWARE	TOOLS AND SUPPLIES	67.50
591-536.000-740.000	ETNA SUPPLY COMPANY	WATER MAIN REPAIR PARTS	805.30
591-536.000-740.000	ETNA SUPPLY COMPANY	METER PARTS/ECR'S	300.00
591-536.000-740.000	HIGH GRADE MATERIALS CO.	WATER SERVICE REPLACEMENT 1504 FORRES	592.00
591-536.000-740.000	ST JOSEPH CHARTER TOWNSHIP	TOWNSHIP FIRE HYDRANTS	8,250.00
591-536.000-740.000	ACE HARDWARE	SHOP SUPPLIES	11.67
591-536.000-740.000	FERGUSON WATERWORKS #3386	WATER SERVICE PARTS	324.12
591-536.000-740.000	MICHIGAN PIPE AND VALVE - HOLLAND	WATER SERVICE PARTS	146.50
591-536.000-740.000	ZBATTERY.COM, INC.	TOOLS AND SUPPLIES	130.94
591-536.000-740.000	ACE HARDWARE	TOOLS AND SUPPLIES	154.00
591-536.000-740.000	CORE & MAIN LP	WATER MAIN REPAIR PARTS	2,817.24
591-536.000-740.000	ETNA SUPPLY COMPANY	FH REPAIR PARTS	52.71
591-536.000-740.000	FERGUSON WATERWORKS #3386	WATER SERVICIE PARTS	482.00
591-536.000-740.000	THOMPSON, JUSTIN	CDL REIMBURSEMENT	61.52
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METERS	3,300.00
591-536.000-771.000	ETNA SUPPLY COMPANY	METER READING EQUIPMENT MXUS	13,500.00
591-536.000-771.000	ETNA SUPPLY COMPANY	METER READING EQUIPMENT MXUS	11,745.00
591-536.000-771.000	ETNA SUPPLY COMPANY		5,650.00
591-536.000-801.000	COREWELL HEALTH	DOT PHYSICAL, PRE-EMPLOYMENT SCREENINGS	122.00
591-536.000-801.000	MML WORKERS' COMP FUND	CDL CONSORTIUM FEES	630.00
591-536.000-860.000	SEMI ACADEMY	CDL TRAINING	2,680.00
	Total For Dept 536.000 Water Distribution System		52,027.58
Dept 540.000 Water Administration			
591-540.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	20.20
591-540.000-728.000	SBF ENTERPRISES	NOV DELINQUENT NOTICES FOR SJCT	384.20
591-540.000-728.000	SBF ENTERPRISES	DECEMBER WATER BILLS FOR LCT	1,569.12
591-540.000-740.000	QUADIENT FINANCE USA, INC	NOVEMBER BILLING - POSTAGE	256.66
591-540.000-801.000	SBF ENTERPRISES	NOV DELINQUENT NOTICES FOR SJCT	144.91
591-540.000-801.000	SBF ENTERPRISES	DECEMBER WATER BILLS FOR LCT	441.02
591-540.000-860.000	BS & A SOFTWARE	BS&A TRAINING	1,000.00
	Total For Dept 540.000 Water Administration		3,816.11
Dept 900.000 General Capital Outlay			
591-900.000-972.000	FISHBECK	SCIP II CONSTRUCTION ENGINEERING 11-04-2024	21,672.36
	Total For Dept 900.000 General Capital Outlay		21,672.36
	Total For Fund 591 Water Fund		207,702.68

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EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
Fund 592 City System Development Fund			
Dept 536.000 Water Distribution System			
592-536.000-740.000	FERGUSON WATERWORKS #3386	WATER SERVICE PARTS	392.28
592-536.000-740.000	FERGUSON WATERWORKS #3386	CITE CORE ADAPTERS	422.10
592-536.000-801.000	B & Z COMPANY	PRIVATE SIDE LSLR 900 MICHIGAN	3,800.00
592-536.000-801.000	COMPTON, INC.	LSLR 923 WAYNE STREET	5,339.00
	Total For Dept 536.000 Water Distribution System		9,953.38
	Total For Fund 592 City System Development Fund		9,953.38
Fund 594 Marina Fund			
Dept 597.000 Marina Operations			
594-597.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	47.80
594-597.000-740.000	LEEP'S SUPPLY CO., INC.	PLUMBING SUPPLIES	70.67
594-597.000-740.000	ACE HARDWARE	IRRIGATION SYSTEM SUPPLIES	10.20
594-597.000-740.000	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	167.56
594-597.000-740.000	ULINE	MAINTENANCE SUPPLIES	784.24
594-597.000-740.000	WEST MARINE PRO	MAINTENANCE SUPPLIES	21.98
594-597.000-740.000	WEST MARINE PRO	MAINTENANCE SUPPLIES	9.28
594-597.000-741.000	PRI MAR PETROLEUM	DIESEL	1,968.68
594-597.000-741.000	PRI MAR PETROLEUM	GAS	6,086.50
594-597.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	307.85
594-597.000-850.000	TELNET WORLDWIDE	BILL DATE 11-15-2024	29.52
594-597.000-850.000	DIRECTV	TV SERVICE	152.99
594-597.000-919.000	BEST WAY DISPOSAL INC	TRASH SERVICE	193.70
594-597.000-919.000	CLEAN EARTH ENVIRONMENTAL SERVICES	BOAT LAUNCH SEPTIC SYSTEM	561.00
594-597.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00002	42.76
594-597.000-930.000	RENTAL BRANCH	WINTERIZING AIR COMPRESSOR	308.00
594-597.000-930.000	T2 SYSTEMS CANADA INC.	BOAT LAUNCH PAY MACHINE SERVICE	55.00
	Total For Dept 597.000 Marina Operations		10,817.73
	Total For Fund 594 Marina Fund		10,817.73
Fund 661 Motor Pool Fund			
Dept 000.000			
661-000.000-801.000	MML WORKERS' COMP FUND	CDL CONSORTIUM FEES	90.00
	Total For Dept 000.000		90.00
Dept 345.000 Public Safety Department			
661-345.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	2,592.00
661-345.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	737.64
661-345.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	65.00

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EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
-----			
	Total For Dept 345.000 Public Safety Department		3,394.64
Dept 441.000 Public Works Department			
661-441.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	12.40
661-441.000-740.000	BIG C LUMBER	POST FOR PW HANDRAIL AND BOARDS FOR DUMP TRUCKS	124.86
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	5.82
661-441.000-740.000	FISHER AUTO PARTS, INC.	PART	5.73
661-441.000-740.000	MICHAEL TODD & COMPANY	GUTTER BROOMS	665.32
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	44.85
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	238.02
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	112.43
661-441.000-740.000	O' REILLY AUTO PARTS	FUEL FILTER	9.16
661-441.000-740.000	O' REILLY AUTO PARTS	PART	23.28
661-441.000-740.000	O' REILLY AUTO PARTS	TOOLS	319.98
661-441.000-740.000	O' REILLY AUTO PARTS	RETURN/REFUND	(155.94)
661-441.000-740.000	O' REILLY AUTO PARTS	DEF	181.93
661-441.000-740.000	O' REILLY AUTO PARTS	PARTS	394.66
661-441.000-740.000	SHARE CORPORATION	SHOP SUPPLIES	497.19
661-441.000-740.000	VALLEY TRUCK PARTS, INC	PART	73.92
661-441.000-740.000	VALLEY TRUCK PARTS, INC	PART	190.74
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PARTS	1,077.42
661-441.000-740.000	FAMILY FARM & HOME	TOOLS	129.98
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTERS	48.65
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	28.05
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	5.82
661-441.000-740.000	MICHIANA SUPPLY INC.	PART	47.96
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	825.50
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	166.92
661-441.000-740.000	BRAMMALL SUPPLY COMPANY	PART	57.81
661-441.000-740.000	CITY AUTO REPAIR	SALT SPREADER PARTS	239.21
661-441.000-740.000	HERITAGE-CRYSTAL CLEAN	ENVITONMENTAL SERVICE	521.44
661-441.000-740.000	JACK DOHENY COMPANY	REPAIR PART #465	264.95
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	96.09
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS/HARDWARE	947.68
661-441.000-740.000	O' REILLY AUTO PARTS	PART	165.99
661-441.000-740.000	O' REILLY AUTO PARTS	LIGHTS	133.94
661-441.000-740.000	O' REILLY AUTO PARTS	LEAF TRAILER PARTS	39.75
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PARTS	609.36
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	CORE RETURN	(40.00)
661-441.000-741.000	PRI MAR PETROLEUM	OIL	650.95
661-441.000-801.000	COREWELL HEALTH	DOT PHYSICAL, PRE-EMPLOYMENT SCREENINGS	122.00
661-441.000-801.000	R.W. MERCER CO. INC.		654.82
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	676.20

Attachment: EXP CHECK RUN DATES 11-14-2024 to 12-06-2024 (10350 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	1,561.30
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	1,877.80
661-441.000-930.000	THE SAFETY COMPANY LLC, DBA MTECH	STREET REPAIR	1,105.17
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	779.70
661-441.000-930.000	GREENMARK EQUIPMENT	REPAIR TO GATOR	834.99
661-441.000-930.000	PERFORMANCE PLUS QUICK OIL CHANGE	OIL CHANGE	70.58
661-441.000-977.000	DEERE & COMPANY	JOHN DEERE MOWER	69,910.62
	Total For Dept 441.000 Public Works Department		86,355.00
	Total For Fund 661 Motor Pool Fund		89,839.64
Fund 677 Self-Insurance Fund			
Dept 851.000 Insurance Premiums			
677-851.000-676.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 LIFE INSURANCE	(4.00)
677-851.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	DECEMBER 2024 VOLUNTARY LIFE INSURANCE	307.89
	Total For Dept 851.000 Insurance Premiums		303.89
	Total For Fund 677 Self-Insurance Fund		303.89
Fund 690 Health Care Fund			
Dept 851.000 Insurance Premiums			
690-851.000-716.200	BLUE CROSS BLUE SHIELD	BILL PERIOD 10-01-2024 TO 10-31-2024	148,437.57
690-851.000-716.300	BLUE CROSS BLUE SHIELD	BILL PERIOD 10-01-2024 TO 10-31-2024	67,210.45
690-851.000-716.400	BLUE CROSS BLUE SHIELD	BILL PERIOD 10-01-2024 TO 10-31-2024	(47,371.02)
690-851.000-716.500	BLUE CROSS BLUE SHIELD	BILL PERIOD 10-01-2024 TO 10-31-2024	1,481.11
	Total For Dept 851.000 Insurance Premiums		169,758.11
	Total For Fund 690 Health Care Fund		169,758.11
Fund 703 Current Tax Collection Fund			
Dept 000.000			
703-000.000-407.000	CORELOGIC CENTRALIZED REFUNDS	76-3160-0025-00-8	1,712.80
703-000.000-447.000	CORELOGIC CENTRALIZED REFUNDS	76-3160-0025-00-8	17.13
703-000.000-956.000	BERRIEN COUNTY INTERMEDIATE	2024 SUMMER TAX DISBURSEMENT - RESA GENERAL	604.02
703-000.000-956.000	BERRIEN COUNTY INTERMEDIATE	2024 SUMMER TAX DISBURSEMENT - RESA SPECIAL	7,601.83
703-000.000-956.000	BERRIEN COUNTY TREASURER	2024 SUMMER TAX DISBURSEMENT - SJPS SET	20,794.77
703-000.000-956.000	BERRIEN COUNTY TREASURER	2024 SUMMER TAX DISBURSEMENT - COUNTY GENERAL	16,524.89
703-000.000-956.000	LAKE MICHIGAN COLLEGE	2024 SUMMER TAX DISBURSEMENT - LAKE MI COLLEGE	7,851.36
703-000.000-956.000	SOUTHWEST MI REGIONAL AIRPORT	2024 SUMMER TAX DISBURSEMENT - AIRPORT	846.98
703-000.000-956.000	ST JOSEPH PUBLIC SCHOOLS	2024 SUMMER TAX DISBURSEMENT - SJPS OPERATING	8,304.66
703-000.000-956.000	ST JOSEPH PUBLIC SCHOOLS	2024 SUMMER TAX DISBURSEMENT - SJPS SCH-2014BLDGS	3,436.28
703-000.000-956.000	ST JOSEPH PUBLIC SCHOOLS	2024 SUMMER TAX DISBURSEMENT - SJPS SCH-2010DEBT	10,709.30
703-000.000-956.000	ST JOSEPH PUBLIC SCHOOLS	2024 SUMMER TAX DISBURSEMENT - SJPS SCH-2016DEBT	2,114.09

Attachment: EXP CHECK RUN DATES 11-14-2024 to 12-06-2024 (10350 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 11/14/2024 - 12/06/2024

GL Number	Vendor	Invoice Description	Amount
-----			
	Total For Dept 000.000		80,518.11
	Total For Fund 703 Current Tax Collection Fund		<u>80,518.11</u>
Fund Totals:			
	Fund 101 General Fund		69,829.69
	Fund 202 Major Street Fund		26,136.20
	Fund 203 Local Street Fund		16,887.20
	Fund 204 Municipal Street Fund		12,930.81
	Fund 209 Cemetery Fund		5,261.74
	Fund 214 Depot Fund		747.50
	Fund 226 Rubbish Collection Fund		6,255.48
	Fund 248 Downtown Development Authority Fund		6,720.46
	Fund 271 Library Fund		7,708.13
	Fund 275 Band Fund		1,407.00
	Fund 401 Capital Projects Fund		79,441.88
	Fund 441 UPTON RECONSTRUCTION		37,585.56
	Fund 450 CSO Separation Project Fund		31,831.34
	Fund 590 Sewer Fund		274,431.60
	Fund 591 Water Fund		207,702.68
	Fund 592 City System Development Fund		9,953.38
	Fund 594 Marina Fund		10,817.73
	Fund 661 Motor Pool Fund		89,839.64
	Fund 677 Self-Insurance Fund		303.89
	Fund 690 Health Care Fund		169,758.11
	Fund 703 Current Tax Collection Fund		80,518.11
	Total For All Funds:		<u>1,146,068.13</u>

Attachment: EXP CHECK RUN DATES 11-14-2024 to 12-06-2024 (10350 : Invoice and Tax Disbursements)



# Agenda Item

**TO:** Members of the St. Joseph City Commission

**FROM:** Abby Bishop, City Clerk

**RE:** New Board Appointment

**MEETING DATE:** December 9, 2024

As part of the Consent Agenda, the City Commission is being asked to consider the panel's recommendation to appoint the following local resident who is committed to the community and wishes to serve on the respective board.

**New Appointment:**

<b>BOARD</b>	<b>NAME</b>	<b>EXPIRES ON</b>
<b>Library Board</b>	<b>Meredith Frank</b>	<b>April 30, 2026</b>

*Action requested:* Motion to approve, as part of the consent agenda, the appointment of the above-listed member to the respective board.

**ATTACHMENTS:**

- Frank, Meredith - Library Board\_Redacted (PDF)



**CITY OF ST. JOSEPH**  
CITY CLERK'S OFFICE  
700 Broad Street  
St. Joseph, MI 49085  
Phone (269)983-6325  
Fax (269) 985-0347  
www.sjcity.com  
clerk@sjcity.com

## APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION or COMMITTEE

Thank you for your interest in serving the City of St. Joseph. Please complete and return this application to the City Clerk's Office to be considered for a Board, Commission or Committee appointment. If you need additional space, please feel free to attach additional pages. This application will be kept on file for one (1) year from the date it was submitted.

### Applicant Information.

Name: Meredith A. Frank Date: 11/10/2024  
Home Address: [REDACTED] St. Joseph, MI 49085  
Primary Telephone Number: [REDACTED] Secondary Number: \_\_\_\_\_  
E-mail Address: [REDACTED]

### General Questions.

Explain why you want to volunteer and serve on a board or commission and what makes you a good candidate.  
As a life-long St. Joseph resident, I spent many days at the library, paging through books and lugging home an optimistically large stack, a challenge to devour in the two following weeks. I want the next generation of children, including my two-year-old daughter, to enjoy the same library experience I did: friendly, helpful librarians; inclusive and inspiring programing; and unlimited access to information.

Explain what talents or experience (work related or other volunteerism) you have that will be of special value or would strengthen the board or commission you are interested.

In my career, I've built a strong foundation in project leadership, strategic planning, and organizational support, all of which would serve the St. Joseph Public Library Board well. As someone who has managed marketing communications, developed strategy, and consistently engaged with community stakeholders,

I am well-prepared to be an advocate for the Library within the community, helping to communicate the Library's goals, mission, and services effectively.

Furthermore, my commitment to continuous learning and improvement aligns with the Board's expectations of self-evaluation and active participation.

Please briefly describe your career and educational background. \_\_\_\_\_

I'm a marketing strategist and project leader with nearly 15 years of experience in marketing, project management, and organizational learning.

My winding career path has been spent focusing on supporting and uplifting organizations ranging from nonprofits to startups to Fortune 500 companies. My

undergrad degree is from Michigan State University and in communications; my master's degree is from Western Michigan University and in Organizational Learning and Performance.

Do you believe you will have any conflicts of interest if appointed? No

Have you attended a meeting, reviewed an agenda packet or talked with others to better understand the board or commission for which you are applying?

Yes

If training is available at no cost, would you attend? Yes

Please share any additional information or thoughts the City Commission should consider when reviewing your application:

In addition to my professional experience, I am deeply committed to contributing positively to the St. Joseph Public

Library and the community it serves. I'm passionate about lifelong learning and fostering accessible knowledge and

resources for all, aligning closely with the Library's mission. If appointed, I would bring my dedication to thoughtful

stewardship, policy alignment, and community-centered growth into every aspect of my work with the Library Board. I look

forward to the opportunity to contribute my skills and perspectives to further enhance the Library's Impact in St. Joseph.

What is your availability:  Morning  Afternoon  Evening  
 Monday  Tuesday  Wednesday  Thursday  Friday

Signature: Meredith Frank

Date: 11/10/2024

Updated Oct 2024

### Appointed Board, Commission and Committee's Opportunities

The City has many different boards, commissions and committees that work best when there is a diverse group of individuals with relevant qualifications. Please visit the city's website [www.sicpa.com](http://www.sicpa.com) to learn more about the different opportunities. In most cases, the board, commission or committee has a rolling membership with members appointed in the spring to a three-year term.

Please review the different boards, commissions and committees listed below and check the one(s) you are interested in being involved with. Please also identify your related experience, and feel free to apply even if you do not have the suggested experience or professional background. The City needs citizens with diverse backgrounds on its boards and commissions and appreciate your application!

\_\_\_\_\_ Airport Authority Board

Pilot       Aviation Operation/Businesses       Federal Aviation Administration rules

Other \_\_\_\_\_

\_\_\_\_\_ Board of Review

Banking/Finance       Property Appraisal/Assessing

Real Estate/Development/Law (no agents or brokers)

Other \_\_\_\_\_

\_\_\_\_\_ Brownfield Redevelopment Authority

Construction       Real Estate/Development/Law

Environmental Regulations       Banking/Finance

Other \_\_\_\_\_

\_\_\_\_\_ Cemetery Board

Horticulture or Landscape Architecture       History

Funeral Professional       Law

Other \_\_\_\_\_

\_\_\_\_\_ Construction Board of Appeals

Building Construction and Trades       Engineering

Architecture       Law

Other \_\_\_\_\_

\_\_\_\_\_ Downtown Development Authority - Majority of members must own or manage commercial property or businesses within the DDA District, one member must reside within the DDA District.

Banking/Finance/Economic Development       Marketing and Promotion

Business Development, Recruitment, Retention       Construction and Property Management

Other \_\_\_\_\_

Attachment: Frank, Meredith - Library Board\_Redacted (10322 : New Board Appointment)

Appointed Board, Commission and Committee's Opportunities, continuedHospital Finance Authority Board Banking/Finance Hospital Administration Other \_\_\_\_\_Housing Commission Building Construction/Maintenance Low Income or Subsidized Housing Property Management and Leasing Policy Making or Law Other \_\_\_\_\_Joint Waste Water Treatment Board Engineering Banking/Finance Public Health Other \_\_\_\_\_ Library Board Policy Making Budgeting, Finance Fundraising Advertising, Marketing and Public Relations Strategic Planning Grants and Endowments Knowledge of Libraries Other \_\_\_\_\_Municipal Officers Compensation Board Budgeting and Finance Public Sector Compensation Policy Making Other \_\_\_\_\_Parks and Recreation Advisory Board Advertising/Marketing/Public Relations Finance or Property Maintenance/Leasing Fitness, Recreation, Sports, Coaching Forestry and Landscape Architecture Other \_\_\_\_\_Parks and Recreation Advisory Board Advertising/Marketing/Public Relations Finance or Property Maintenance/Leasing Fitness, Recreation, Sports, Coaching Forestry and Landscape Architecture Other \_\_\_\_\_

Appointed Board, Commission and Committee's Opportunities, continued

Planning Commission

- Architecture or Landscape Architecture
- Civil Engineering
- Land or Real Estate Development
- Zoning
- Other \_\_\_\_\_
- Banking/Finance
- Building Construction
- Urban Planning
- Land Use Law

Property Maintenance Board of Appeals

- Architecture or Building Construction
- Engineering
- Other \_\_\_\_\_
- Law
- Land or Real Estate Development

Recreation Harbor Authority

- Marina or Boating Operations
- Other \_\_\_\_\_
- Banking and Finance
- Law

Retirement System Board

- Banking and Finance
- Governmental Experience
- Other \_\_\_\_\_
- Policy Making
- Human Resources

Sustainability Committee

- Urban Planning/Architecture
- Advertising/Marketing/Public Relations
- Other \_\_\_\_\_
- Natural Resources

Water Services Joint Operating Board

- Engineering
- Other \_\_\_\_\_
- Banking/Finance
- Public Health

Zoning Board of Appeals

- Architecture or Landscape Architecture
- Building Construction or Engineering
- Other \_\_\_\_\_
- Urban Planning/Zoning
- Land or Real Estate Development or Law

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Mickey Bennett, City Assessor

**RE:** 2025 Poverty Exemption Guidelines

**MEETING DATE:** December 9, 2024

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As part of the Consent Agenda, the City Commission is being asked to consider approving the 2025 Federal Poverty Guidelines and the Asset Test to be used for poverty exemption requests. The local governing body is required to adopt guidelines that set income levels for their poverty exemption guidelines, and those income levels shall not be set lower than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services.

The City Commission is also required to set an asset test as part of the guidelines for claiming a poverty exemption. Staff recommends that the asset test remain the same as last year. This allows for an owner-occupied dwelling, reasonable furnishings, one motor vehicle and other assets that may not exceed \$10,000.

In addition, the Commission is being asked to allow property owners to appeal their 2025 property assessments by mail. Without this approval, property owners would have to appeal in person.

*Action Requested:* To approve, as part of the consent agenda, adopting the 2025 Federal Poverty Guidelines and Asset Test and to allow property owners to appeal their 2025 property assessments by mail.

**ATTACHMENTS:**

- 2025 POVERTY EXEMPTION GUIDELINES (PDF)
- 2025 POVERTY EXEMPTION APPLICATION (PDF)

## 2025 POVERTY EXEMPTION GUIDELINES

Section 211.7u (1) of the Michigan General Property Tax Act defines the Poverty or Hardship Exemption as a method to provide relief for those who, in the judgment of the Board of Review are unable to fully contribute to the annual property tax burden of their principal residence due to their financial situation.

In granting Poverty Exemptions, the City of St. Joseph and the Board of Review realize that it represents a shift of those property taxes exempted to the other taxpayers of the City.

Poverty Exemptions are intended to assist those who are in temporary financial straits and are not intended as a permanent or continuous subsidy.

To be eligible for Hardship Exemption, the following information is required to be filed with the Assessing Office:

1. Fully completed Poverty Exemption Application
2. Fully completed 2024 W-2 Forms, Social Security Statements or similar income verification for all permanent members of the household
3. Fully completed 2024 Michigan Income Tax Returns for all household members
4. Fully completed 2024 Michigan Homestead Property Tax Credit Claim
5. Valid Michigan driver's license (if requested)
6. Proof of property ownership (if requested)

Following are the guidelines for Hardship Exemption

1. Applicants must meet the poverty income standards and asset test established by the St. Joseph City Commission. (attached)
2. Applicants must be an owner of and occupy as a homestead (as defined by MCL 211.7c) the property for which an exemption is being requested. Vacant, Un-platted, contiguous land shall not qualify as homestead property for purposes of these guidelines.
3. Applicants must file completed Poverty Exemption Application with the Board of Review on a form provided by the Assessing Department and included a copy of their Michigan Homestead Property Tax Credit Claim and State of Michigan Income Tax Returns and all supporting documents for ALL PERSONS residing in the homestead.
4. Applicants must provide a valid driver's license or other form of identification and must also provide a copy of a deed, land contract, or other evidence of ownership of the property for which an exemption is requested by the Assessor or Board of Review.
5. Your application will be sent to the March, July or December Board of Review session. The Board of Review schedule for 2025 is as follows:

Monday, March 10, 2025  
 Tuesday, July 22, 2025  
 Tuesday, December 9, 2025

6. Please return the fully completed application and necessary information to the City Assessing Department 5 days prior to the Board of Review. The application can be signed and/or notarized at the City. If there are any questions, please call the Assessing Department at 269-983-1231.



City of St. Joseph  
Michigan  
Poverty Level Guidelines 2025

The following guidelines shall be used for applicants applying for poverty exemptions.

Size of Family Unit	Poverty Annual Income Threshold
1	\$15,060
2	\$20,440
3	\$25,820
4	\$31,200
5	\$36,580
6	\$41,960
7	\$47,340
8	\$52,720
For each additional person, add	\$5,380

PA 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit **SHALL** also include an asset level test.

**Maximum Assets**

Owner-occupied dwelling, reasonable furnishings and one motor vehicle. Other assets may not exceed \$10,000.



**CITY OF ST JOSEPH  
POVERTY EXEMPTION APPLICATION**

I, \_\_\_\_\_, Petitioner, being the owner and residing at the property that is listed below as my principal residence, apply for property tax relief under MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893. The principal residence of persons who, by reason of poverty are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation per MCL 211.7u(1).

**In order to be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.**

**PERSONAL INFORMATION:** Petitioner must list all required personal information.

Property Address of Principal Residence:	Daytime Phone Number:	
Age of Petitioner:	Marital Status:	Age of Spouse:
Number of Legal Dependents:	Age of Dependents:	
Applied for Homestead Property Tax Credit (yes or no):	Amount of Homestead Property Tax Credit:	

**REAL ESTATE INFORMATION:** List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.

Property Parcel Code Number:	Name of Mortgage Company:	
Unpaid Balance Owed on Principal Residence:	Monthly Payment:	Length of Time at This Residence:
Property Description:		

**ADDITIONAL PROPERTY INFORMATION:** List information related to any other property you, or any member residing in the household owns.

Do you own, or are buying, other property (yes or no)? If yes, complete the information below.		Amount of Income Earned from Other Property:	
Property Address	Name of Owner(s)	Assessed Value	Amount & Date of Last Taxes Paid
		\$	
		\$	

**EMPLOYMENT INFORMATION:** List your current employment information.

Name of Employer:	Name of Contact Person:
Address of Employer:	Employer Phone Number:

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRA's (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

**CHECKING, SAVINGS AND INVESTMENT INFORMATION:** List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

**LIFE INSURANCE:** List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payment	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

**MOTOR VEHICLE INFORMATION:** All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

Attachment: 2025 POVERTY EXEMPTION APPLICATION (10320 : 2025 Poverty Exemption Guidelines)

**LIST ALL PERSONS LIVING IN HOUSEHOLD:** All persons residing in the residence must be listed.

First & Last Name	Age	Relationship to Applicant	Place of Employment	Amount of Monetary Contribution to Family Income

**PERSONAL DEBT:** All personal debt for all household members must be listed.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

**MONTHLY EXPENSE INFORMATION:** The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating:	Electric:	Water:
Phone:	Cable:	Food:
Clothing:	Health Insurance:	Garbage:
Daycare:	Car Expense (gas, repair, etc):	Other (list type):
Other (list type):	Other (list type):	Other (list type):
Other (list type):	Other (list type):	Other (list type):
Other (list type):	Other (list type):	Other (list type):

*Notice:* Any willful misstatements or misrepresentations made on this form may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

*Notice:* Per MCL 211.7u(2b), a copy of all household members federal income tax returns, state income tax returns (MI-1040) and Homestead Property Tax Credit claims (MI-1040CR 1, 2, 3 or 4) must be attached as proof of income or a signed Form 4988, *Poverty Exemption Affidavit*. Documentation for all income sources including, but not limited to, credits, claims, Social Security income, child support, alimony income, and all other income sources must be provided at time of application.

*Petitioners: Do not sign this application until witnessed by the Supervisor, Assessor, Board of Review or Notary Public.* (Must be signed by either the Supervisor, Assessor, Board of Review Member or Notary Public)

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

I, the undersigned Petitioner, hereby declare that the foregoing information is complete and true and that neither I, nor any household member residing within the principal residency, have money, income or property other than mentioned herein.

\_\_\_\_\_  
Petitioner Signature Date

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Assessor Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

BOR Member Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Notary Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



This application shall be filed after January 1, but before the day prior to the last day of the December Board of Review to the address below.

City Assessor  
St. Joseph City Hall  
700 Broad Street  
St. Joseph, MI 49085



**DECISIONS OF THE MARCH BOARD OF REVIEW MAY BE APPEALED BY PETITION TO THE MICHIGAN TAX TRIBUNAL BY JULY 31 OF THE CURRENT YEAR. JULY OR DECEMBER BOARD OF REVIEW DENIALS MAY BE APPEALED TO MICHIGAN TAX TRIBUNAL BY PETITION WITHIN 35 DAYS OF THE DENIAL. A COPY OF THE BOARD OF REVIEW DECISION MUST BE INCLUDED WITH THE PETITION.**

Michigan Tax Tribunal  
PO Box 30232  
Lansing, MI 48909  
Phone: 517-373-4400  
E-mail: [taxtrib@michigan.gov](mailto:taxtrib@michigan.gov)

Attachment: 2025 POVERTY EXEMPTION APPLICATION (10320 : 2025 Poverty Exemption Guidelines)

### Poverty Exemption Affidavit

This form is issued under authority of Public Act 208 of 1993; MCL 211.7u.

**INSTRUCTIONS:** When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, \_\_\_\_\_, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Making Affidavit

\_\_\_\_\_  
Date

Attachment: 2025 POVERTY EXEMPTION APPLICATION (10320 : 2025 Poverty Exemption Guidelines)

# Agenda Item

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**TO:** Members of the St. Joseph City Commission  
**FROM:** Steve Neubecker, Public Safety Director  
**RE:** 2025 Fireworks  
**MEETING DATE:** December 9, 2024

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Please find the attached contract for the Independence Day fireworks show with Pyrotecnico Fireworks Inc., for 2025 and 2026 years. The fireworks are scheduled for Thursday, July 3, 2025. The 2024 show cost the City of St. Joseph \$35,200 and 2025 and 2026 will cost \$36,500 for a similar display.

The amount of \$36,500 will be paid from account 101-740-000-883-000 in the 2025/2026 budget year.

*Action Requested:* Motion to approve, as part of the consent agenda, the enclosed contract with Pyrotecnico Fireworks Inc., and to authorize to City Manager to execute the agreements on behalf of the City of St. Joseph.

**ATTACHMENTS:**

- 2025 Fireworks (PDF)

**PYROTECNICO FIREWORKS, INC.**

This Fireworks Display Agreement (“Agreement”) entered into this on **December 4, 2024** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **City of St. Joseph, MI** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **REFER TO ATTACHMENT “A”** (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **December 27, 2024** (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum(s) of **REFER TO ATTACHMENT “A”**(the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **REFER TO ATTACHMENT “A”** to be due **REFER TO ATTACHMENT “A”** and the final balance shall be due **REFER TO ATTACHMENT “A”**. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **REFER TO ATTACHMENT “A”** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **REFER TO ATTACHMENT “A”** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **REFER TO ATTACHMENT “A”**.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for the fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **420 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys’ fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

CUSTOMER:

By (sign): \_\_\_\_\_  
Name: Lynn Ann Hamed  
Title: Corporate Secretary  
Date: \_\_\_\_\_  
Address: 299 Wilson Road  
New Castle PA 16101  
Phone: (724) 652-9555  
Email: contracts@pyrotecnico.com

By (sign) : \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email : \_\_\_\_\_

CUSTOMER Initials: \_\_\_\_\_

Attachment: 2025 Fireworks (10351 : 2025 and 2026 Fireworks Agreement)



**ATTACHMENT A**

DISPLAY DATE	CONTRACT PRICE	DEPOSIT	DEPOSIT DUE DATE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
July 3, 2025	\$36,500.00	\$18,250.00	April 3, 2025	Net 10	\$5,475.00	\$14,600.00	\$18,250.00
July 3, 2026	\$36,500.00	\$18,250.00	April 3, 2026	Net 10	\$5,475.00	\$14,600.00	\$18,250.00

Attachment: 2025 Fireworks (10351 : 2025 and 2026 Fireworks Agreement)

CUSTOMER Initials: \_\_\_\_\_



**CONTACT/INSURANCE INFORMATION FORM**

**You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".**

Customer Name (Entity Contracting Pyrotecnico): \_\_\_\_\_

Primary Point of Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Display Date(s): \_\_\_\_\_ Display Start Time(s): \_\_\_\_\_

Rain Date(s): \_\_\_\_\_

Day-of-Display Contact Name: \_\_\_\_\_

Day-of-Display Mobile Phone Number: \_\_\_\_\_

Day-of-Display Email: \_\_\_\_\_

Display Site Location(s) and Address(es): \_\_\_\_\_

\_\_\_\_\_

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

\_\_\_\_\_

\_\_\_\_\_

Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured), if applicable:

\_\_\_\_\_

\_\_\_\_\_

CUSTOMER Initials: \_\_\_\_\_

Attachment: 2025 Fireworks (10351 : 2025 and 2026 Fireworks Agreement)



No spectators inside the RED Safety Circle during the display.

During the setup, the channel remains open but the South Pier is closed.

During the display, the channel is closed and boaters are kept 1000' away.

Google Earth

Launch Location

Setup area: 25' X 50'

Radius from setup a

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Greg Grothous, Director of Public Works

**RE:** Right of Way & Cemetery Mowing Contract

**MEETING DATE:** December 9, 2024

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As the Commission may recall, beginning in 2019, in an effort to improve the appearance of City parks and cemeteries, the City awarded a contract to mow the Right of Ways along M-63, Business Loop 94 (BL-94), Whitwam Dr at M-63 and the Wayne St. island. In addition, staff requested pricing for the mowing of City and Highland Cemetery and the Booster Pump Station located at 1809 Marquette Woods Rd. to help improve the appearance of the cemeteries and ease the backlog of mowing during the peak growing season. Precision Cutz has been awarded the contract three times since 2019.

It should be noted that, by contracting out the regular mowing of these locations, staff can focus on parks and cemeteries during the rapid spring growing season leading up to Memorial Day. We have received many comments from residents regarding the improved appearance of the cemeteries- in particular, City Cemetery.

An RFP for this work was released on October 17, 2024 with responses due Tuesday December 3, 2024. The RFP was placed on the City website, an ad was placed in the Herald Palladium and the RFP was sent to several local contractors.

The City received two (2) responses to the RFP, from Precision Cutz, of Coloma, and Creative Landscape of St. Joseph. After careful review of the proposal Staff is recommending the acceptance of the proposal from Creative Landscape as outlined in their proposal, as the low bid, with estimated costs of \$11,317.18 for all work versus \$38,925

*Action requested:* Motion, as part of the consent agenda, to accept the pricing contained in the proposal from Creative Landscape of St. Joseph for lawn maintenance services for the years 2025 and 2026 and to authorize the City Manager to execute the appropriate documents.

**ATTACHMENTS:**

- Lawn Maintenance Service RFP 2025-2026 final (PDF)
- Creative Landscaping Bid - Updated (PDF)

# Request For Proposal

**Right-of-Way (ROW) &  
Cemetery Lawn Maintenance  
Services 2025-2026**

*City of St. Joseph, Department of Public Works  
1160 Broad Street, St. Joseph, MI 49085*

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)

## I. Purpose:

This Request for Proposal (“RFP”) is to provide interested **Contractors** with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for general lawn maintenance services for City Rights-of-Way (**ROW**), lawns, Highland Cemetery, and City Cemetery.

Services include furnishing all labor and equipment necessary for the mowing, trimming and edging as well as the removal and disposal of grass, leaf cuttings and materials remaining as a result of such mowing, trimming or edging work as described in these bid specifications. All work shall be done at the direction of the Department of Public Works.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the bidder will be significant factors in award of this contract. Final decision on selection of the bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City. When referenced in this RFP, the term “Contractor” refers to the selected bidder.

**This contract shall run for two (2) years in length beginning March 1<sup>st</sup>, 2025 and ending December 31<sup>st</sup>, 2026.** The contract may be extended on a year-to-year basis for up to three (3) additional one-year periods by the mutual agreement of the selected contractor and the City Manager.

A complete Request for Proposal may be viewed or downloaded at [www.sjcity.com](http://www.sjcity.com), or mailed by contacting the City Clerk at 269-983-6325 or [clerk@sjcity.com](mailto:clerk@sjcity.com).

**REQUEST FOR PROPOSAL: ROW & Cemetery Lawn Maintenance Services**  
**CLOSING DATE AND TIME: 3:00 pm Tuesday, December 3, 2024**

## II. Issuing Officer (Point of Contact):

Questions regarding the scope of work to be accomplished may be directed to the following:

- Jeff Rechner, Superintendent of Parks at (269) 408-4554; [jrechner@sjcity.com](mailto:jrechner@sjcity.com).

## III. Scope of Work & Specifications:

### Locations:

All locations are within the City of St. Joseph and may include County or State rights-of-ways located within the City of St. Joseph, with the exception of Highland Cemetery, which

is in St. Joseph Charter Township. This proposal shall be viewed as an extension of the Parks and Streets Divisions of Public Works. Completed work shall be subject to field inspection by a representative from Public Works.

The areas of work covered in the RFP are described as follows, and can be found in **Exhibits 1-8** attached to this RFP:

- M-63 at Momany Dr.
- M-63 at Whitwam Dr.
- Wayne St. Island between Ship St. and Port St.
- BL-94 at Anchors Way
- Hawthorne Ave. between Kerth St. and Cleveland Ave.
- Highland Cemetery, 1850 Brown School Rd.
- City Cemetery, 1918 Lakeview Ave.
- Water Pump Station, 1809 Marquette Woods Rd.

All work shall be performed continuously during the active growing season on a bi-weekly schedule unless otherwise notified "as needed" by City Staff. Additionally, City Cemetery may receive a fall clean-up to be performed the last week of November. The Contractor shall provide all personnel, equipment and materials required to provide the lawn mowing services needed as set out herein and for any additional or extra work that may be required. Special attention should be given prior to each summer holiday (Memorial Day, Independence Day, Labor Day).

**INTERESTED PARTIES ARE ENCOURAGED TO VISIT THE SITES.**

**Specifications:**

Mowing and trimming shall be performed Monday through Friday. Trimming shall take place each time mowing is performed. No services shall be performed on Saturday, Sunday or a City recognized Holiday unless pre-approval is given by the City. All grass cutting will be done at a height of two-and-three-quarter inches (2.75) inches unless communicated otherwise. On occasion, the City may request that the grass clippings be collected and removed from the site. A three-way deck or rear discharge system should be utilized.

All walkways, drives, and monuments shall be kept in a clean condition that is free of debris and grass clippings. Sidewalks or objects that have grass growing up to, in, around or under are required to be trimmed at the same frequency that grass is mowed. Fall clean-up includes raking, blowing, mowing, and removal of leaves.

All work shall be conducted with proper consideration of weather and soil conditions. Work shall not be performed in adverse weather conditions, or if soil conditions would be compromised by performing such work.

For work conducted at City and Highland Cemeteries, proper care and consideration shall be given so it does not cause damage to stones, monuments or other features. Should

damage be caused by the Contractor through the performance of its services, it shall be the responsibility of the Contractor to repair such damage at their expense.

Contractor shall abide by all federal, state, and local laws, rules and regulations, specifically, but not limited to, OSHA safety requirements and EPA regulations. In addition, the Contractor shall abide by industry best practice standards.

**Maintaining Traffic:**

Where work is carried out on or near public streets or other public thoroughfares, the Contractor shall schedule work so it causes as little interference as possible with general public traffic, both vehicular and pedestrian. Street surfaces shall be maintained and kept clean. All signing (including that of a flag person) shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices in effect at the time the work is performed. The Contractor shall take all responsibility for the work and shall provide barricades, watch persons, flag persons, lights, etc., and take all precautions for preventing injuries to persons and property on or about the work site.

**Safety:**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with its services, and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons, property, equipment or materials on the worksite or who may be affected by the services performed.

**Equipment:**

The Contractor shall at all times maintain sufficient equipment (trucks, trailers, mowers, string trimmers, etc.) to promptly perform the work and ensure normal and safe traffic conditions on the premises. All equipment used by the Contractor for the performance of the work shall be maintained in good working and mechanical condition in order to perform the job effectively and safely. Unsatisfactory equipment shall be immediately repaired or replaced. **The Contractor's name must be displayed on all vehicles.**

**Personnel:**

The Contractor shall ensure that it at all times has and maintains sufficient personnel to allow it to promptly perform the work required. All equipment operators shall have the appropriate training and experience with the class of equipment operated. Personnel must be readily identified as employees of the company (i.e., uniforms, shirts, hats, etc.).

**Subcontracting:**

Subcontracting will not be allowed unless prior approval has been granted by the City of St. Joseph.



#### IV. Addenda: Instructions to Bidders

Sealed bids are due at the at the St. Joseph City Clerk's Office no later than **3:00pm Tuesday, December 3, 2024.**

Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. **Sealed envelopes** should be plainly marked:

Attention: City Clerk  
 Re: **ROW & Cemetery Lawn Maintenance Services**  
 700 Broad Street  
 St. Joseph, MI 49085

It is the sole responsibility of the Bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submitting the Proposal. Any proposals received after the closing date and time will be returned unopened.

#### V. Incurring Costs

The City is not liable for any costs related to respondents' preparation of their proposal.

#### VI. Withdrawal of Proposal

Any bidder may withdraw its proposal in person, by facsimile or by letter any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of sixty (60) days after the closing date.

#### VII. Opening of Proposals

Proposals will be opened publicly at **3:00 pm Tuesday, December 3, 2024** in the Commission Chambers on the 2<sup>nd</sup> floor of City Hall. Proposals will be evaluated as soon as practical after that date.

#### VIII. Evaluation of Proposals

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the December 9, 2024, City Commission meeting.

#### IX. Negotiations

The City reserves the right to reject any and all proposals, and negotiate with any source in any manner necessary deemed to be in its best interest.

#### X. Award of Contract / Acceptance of Proposal (Terms and Conditions)

The contents of this RFP and the bidder's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

The Contractor must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker’s Compensation Insurance**, including employers’ Liability coverage, in accordance with Michigan law.
- **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
- **Motor Vehicle Liability Insurance**, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. Contractor’s insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. Coverage shall be maintained throughout the term of the agreement. The stated insurance requirements shall not be interpreted to limit the Contractor’s liability.

All insurance shall include an endorsement that contains a thirty (30) day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

#### **XI. Nondiscrimination**

The Contractor shall not discriminate in its provision of accommodations or services, nor against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status or because of a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of the agreement.

#### **XII. Payment Terms:**

The City shall make payments to the Contractor for actual services rendered within thirty (30) days following receipt of an acceptable invoice, or as otherwise mutually agreed.

**BID FORM**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Please Print

Signature of Authorized Representative: \_\_\_\_\_

My bid for **lawn maintenance** per City specifications is as follows:

**Price per cut - Year 1**

**Price per cut - Year 2**

M-63 at Momany Dr.:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

M-63 at Whitwam Dr.:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Wayne St. Island:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

BL-94 at Anchors Way:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Hawthorne Ave.:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Highland Cemetery:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

City Cemetery:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Water Pump Station:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**BID FORM (cont.)**

My bid for **fall clean-up** of City Cemetery if needed per City specifications is as follows:

**Price per clean-up - Year 1**

**Price per clean-up - Year 2**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**REFERENCES**

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)

M-63 at Momany Dr. (1)

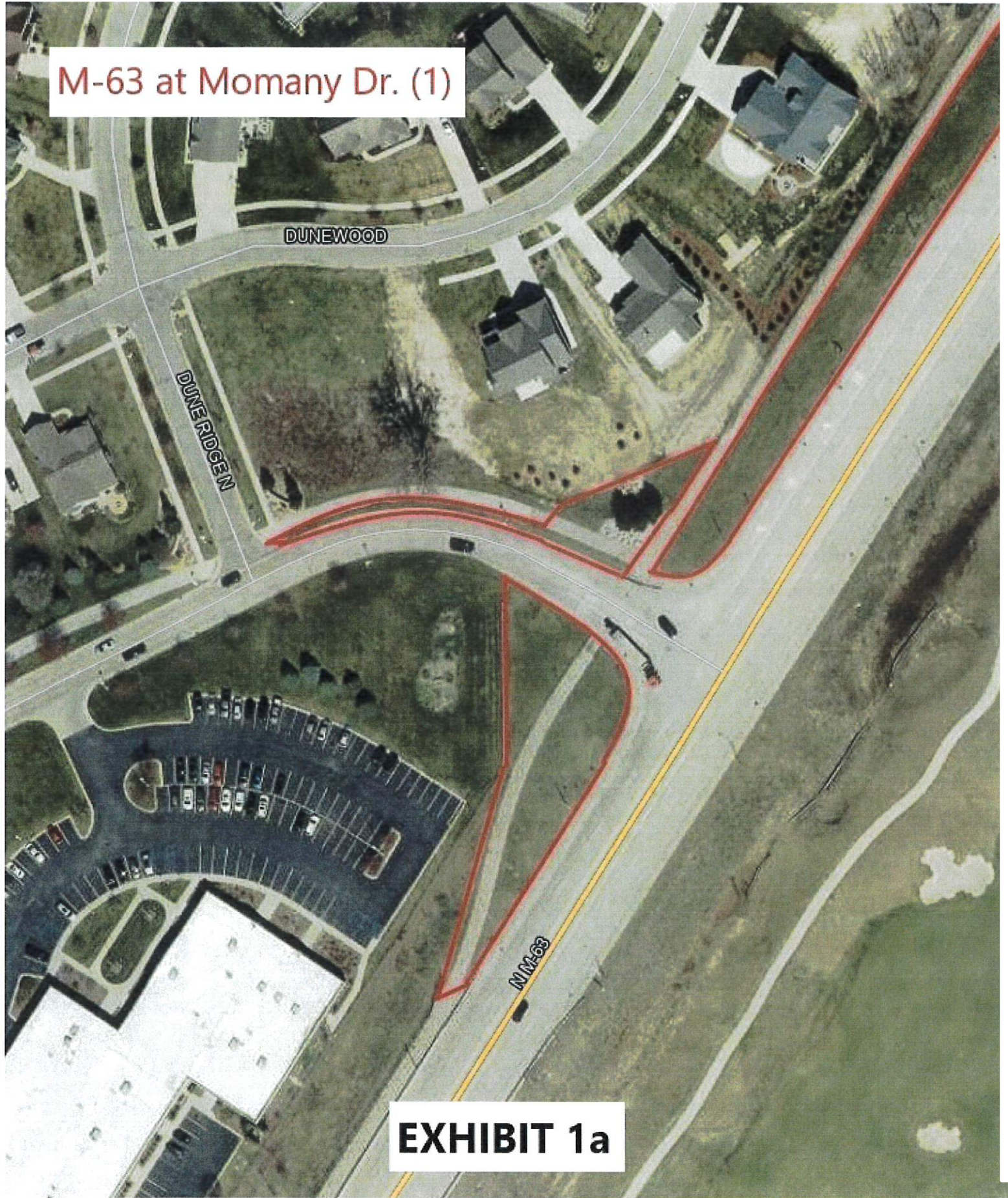


EXHIBIT 1a

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)

M-63 at Momany Dr. (2)



EXHIBIT 1b

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)

M-63 at Whitwam Dr.



**EXHIBIT 2**

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)

Wayne St. Island

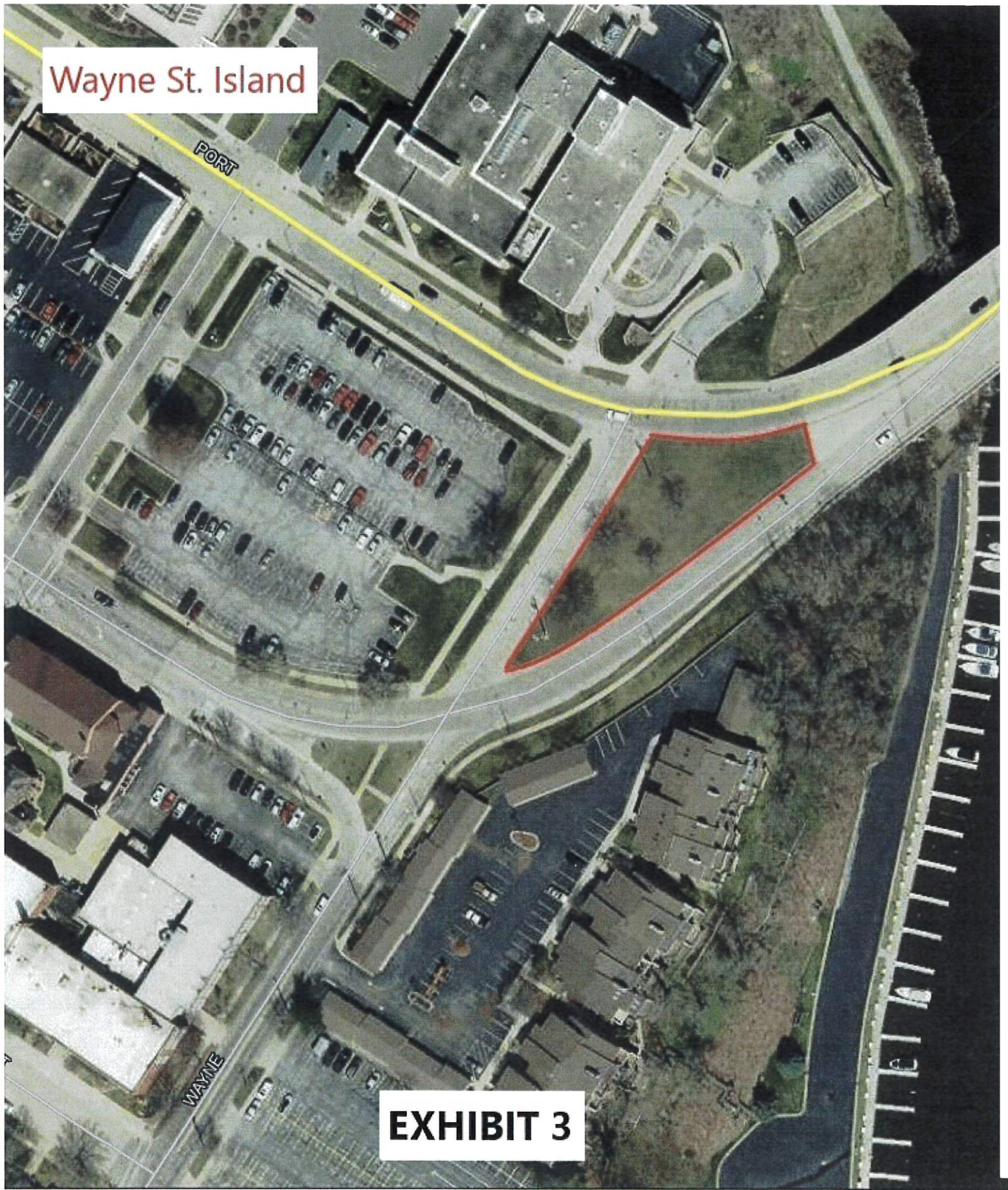


EXHIBIT 3

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)



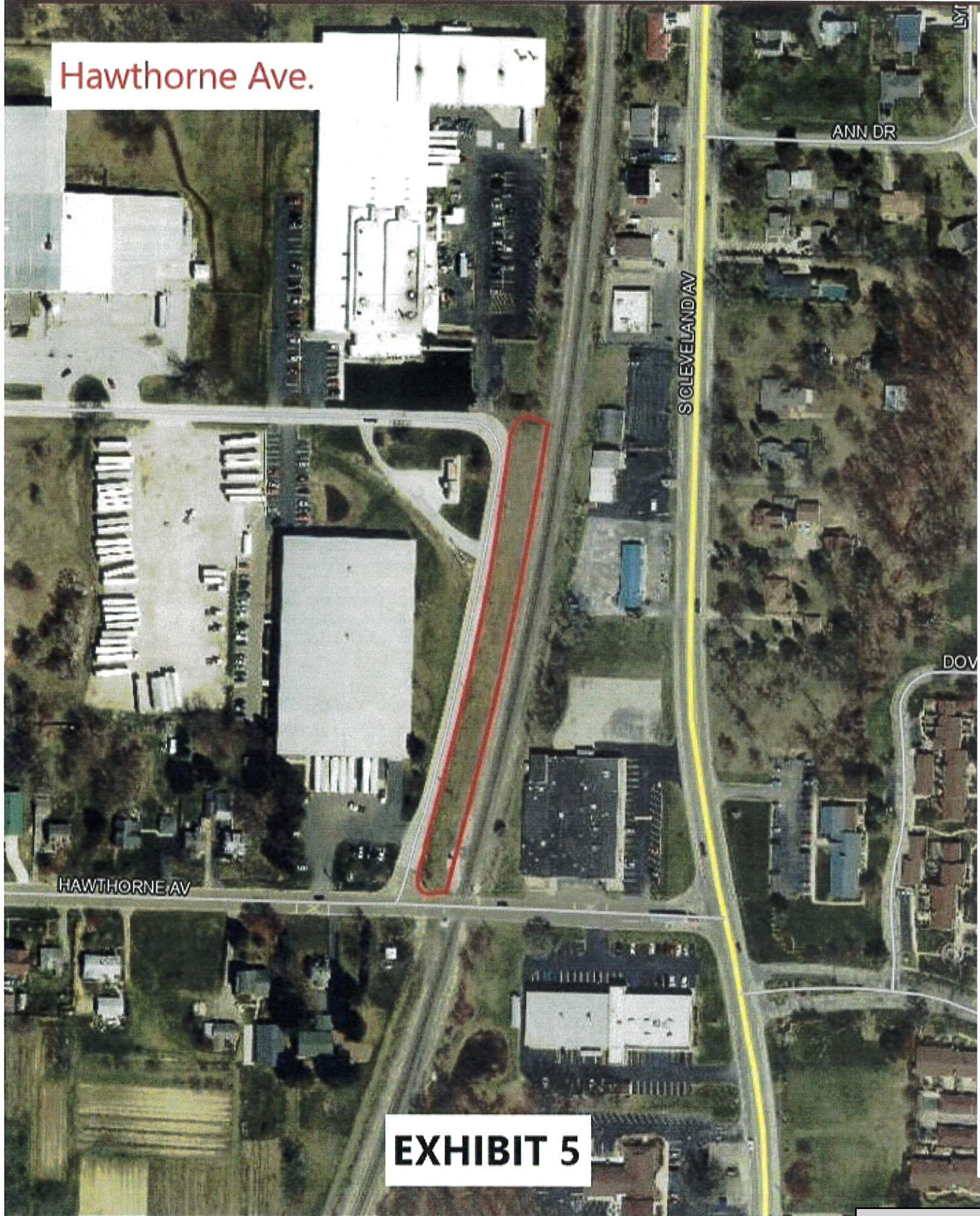
BL-94 at Anchors Way



EXHIBIT 4

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)

Hawthorne Ave.



**EXHIBIT 5**

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)

Highland Cemetery

MARILYN DR

S CLEVELAND AV



EXHIBIT 6

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)



Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)

Water Pump Station



EXHIBIT 8

Attachment: Lawn Maintenance Service RFP 2025-2026 final (10328 : Right of Way & Cemetery Mowing Contract)



M-63 at Momany Dr.	M-63 at Whitwam Dr.	Wayne Street Island	BL-94 at Anchors Way	Hawthorne Ave.	Highland Cemetery	City Cemetery	Water Pump Station	City Cemetery
RIGHT-OF-WAY MAINTENANCE <i>Weekly Maintenance of High-Traffic and Visibility "Showcases" Area of neighboring Edgewater Dunes family community and Harbor Shores Golf Course</i>	RIGHT-OF-WAY MAINTENANCE <i>Weekly Maintenance of High-Traffic and Visibility of neighboring The Inn at Harbor Shores</i>	RIGHT-OF-WAY MAINTENANCE <i>Weekly Maintenance of High-Traffic and Visibility at Wayne Street and Post Street</i>	RIGHT-OF-WAY MAINTENANCE <i>Weekly Maintenance of High-Traffic and Visibility quietest areas off Business Loop 104</i>	RIGHT-OF-WAY MAINTENANCE <i>Weekly Maintenance of grassy area running between Keith Street and its railroad tracks</i>	HIGHLAND CEMETERY MAINTENANCE <i>Respectful and Caring Weekly Maintenance of Highland Cemetery</i>	CITY CEMETERY MAINTENANCE <i>Respectful and Caring Weekly Maintenance of City Cemetery</i>	WATER PUMP STATION MAINTENANCE <i>Weekly Maintenance of Water Pump Station located off Marquette Woods Road</i>	CITY CEMETERY FALL CLEAN-UP <i>Final Clean-up Maintenance to City Cemetery for the 2025 and 2026 seasons</i>
<b>MOWING</b> - We will keep this showcase area mowed at a height of 3.5 inches - Alternating mowing directions where applicable - Grass clippings will be mulched for nutrient recycling	<b>MOWING</b> - We will keep this showcase area mowed at a height of 3.5 inches - Alternating mowing directions where applicable - Grass clippings will be mulched for nutrient recycling	<b>MOWING</b> - We will keep this showcase area mowed at a height of 3.5 inches - Alternating mowing directions where applicable - Grass clippings will be mulched for nutrient recycling	<b>MOWING</b> - We will keep this showcase area mowed at a height of 3.5 inches - Alternating mowing directions where applicable - Push-mowing in steeper areas where our larger equipment will not be conducive nor safe for our team members - Grass clippings will be mulched for nutrient recycling	<b>MOWING</b> - We will keep this area - and treat it as a showcase area - mowed at a height of 3.5 inches - Alternating mowing directions where applicable - Grass clippings will be mulched for nutrient recycling	<b>MOWING</b> - We will keep this showcase area mowed at a height of 3.5 inches - Alternating mowing directions in areas such as this becomes difficult - we will do our best where this is possible - Mowers will be equipped with mulching covers so as not to spray clippings onto gravestones - Grass clippings will be mulched for nutrient recycling	<b>MOWING</b> - We will keep this showcase area mowed at a height of 3.5 inches - Alternating mowing directions in areas such as this becomes difficult - we will do our best where this is possible - Mowers will be equipped with mulching covers so as not to spray clippings onto gravestones - Grass clippings will be mulched for nutrient recycling	<b>MOWING</b> - We will keep this showcase area mowed at a height of 3.5 inches - Alternating mowing directions where applicable to reduce patterns and for the overall health of the turf - Push-mowing in steeper areas where our larger equipment will not be conducive nor safe for our team members - Grass clippings will be mulched for nutrient recycling	<b>MOWING</b> - We will keep this showcase area mowed at a height of 3.5 inches - Alternating mowing directions where applicable to reduce patterns and for the overall health of the turf - Push-mowing in steeper areas where our larger equipment will not be conducive nor safe for our team members - Grass clippings will be mulched for nutrient recycling
<b>STRING TRIMMING</b> - Trim areas that the mowers and mowing team cannot reach to maintain an even height throughout	<b>STRING TRIMMING</b> - Trim areas that the mowers and mowing team cannot reach to maintain an even height throughout	<b>STRING TRIMMING</b> - Trim areas that the mowers and mowing team cannot reach to maintain an even height throughout	<b>STRING TRIMMING</b> - Trim areas that the mowers and mowing team cannot reach to maintain an even height throughout	<b>STRING TRIMMING</b> - Trim areas that the mowers and mowing team cannot reach to maintain an even height throughout	<b>STRING TRIMMING</b> - Headstones will be trimmed with caution and with the utmost respect - Trim areas that the mowers and mowing team cannot reach to maintain an even height throughout	<b>STRING TRIMMING</b> - Headstones will be trimmed with caution and with the utmost respect - Trim areas that the mowers and mowing team cannot reach to maintain an even height throughout	<b>STRING TRIMMING</b> - Trim areas that the mowers and mowing team cannot reach to maintain an even height throughout	<b>STRING TRIMMING</b> - Trim areas that the mowers and mowing team cannot reach to maintain an even height throughout
<b>EDGING</b> - Maintain the crisp edges on curbs, driveways and walkways	<b>EDGING</b> - Maintain the crisp edges on curbs, driveways and walkways	<b>EDGING</b> - Maintain the crisp edges on curbs, driveways and walkways	<b>EDGING</b> - Maintain the crisp edges on curbs, driveways and walkways	<b>EDGING</b> - Maintain the crisp edges on curbs, driveways and walkways	<b>EDGING</b> - Maintain the crisp edges on curbs, driveways and walkways	<b>EDGING</b> - Maintain the crisp edges on curbs, driveways and walkways	<b>EDGING</b> - NA	<b>REMOVAL</b> - Removal of branches, leaves, sticks and other debris from the premises
<b>BLOWING</b> - Blowing off grass clippings and debris back onto the turf area or into other areas where applicable - out of any mulch areas and away from roadways, curbs and walkways	<b>BLOWING</b> - Blowing off grass clippings and debris back onto the turf area or into other areas where applicable - out of any mulch areas and away from roadways, curbs and walkways	<b>BLOWING</b> - Blowing off grass clippings and debris back onto the turf area or into other areas where applicable - out of any mulch areas and away from roadways, curbs and walkways	<b>BLOWING</b> - Blowing off grass clippings and debris back onto the turf area or into other areas where applicable - out of any mulch areas and away from roadways, curbs and walkways	<b>BLOWING</b> - Blowing off grass clippings and debris back onto the turf area or into other areas where applicable - out of any mulch areas and away from roadways, curbs and walkways	<b>BLOWING</b> - Blowing off grass clippings and debris back onto the turf area or into other areas where applicable - out of any mulch areas and away from roadways, curbs and walkways	<b>BLOWING</b> - Blowing off grass clippings and debris away from headstones and off mulched areas, driveways and any walkways in the area	<b>BLOWING</b> - Blowing off grass clippings and debris back onto the turf area or into other areas where applicable - away from chainlink fencing	
<b>DURATION OF SEASON</b> Pending weather - the maintenance season will run weekly from April-October <i>Costs are reflective of anticipated 15 bi-monthly mowings over the course of the season</i>	<b>DURATION OF SEASON</b> Pending weather - the maintenance season will run weekly from April-October <i>Costs are reflective of anticipated 15 bi-monthly mowings over the course of the season</i>	<b>DURATION OF SEASON</b> Pending weather - the maintenance season will run weekly from April-October <i>Costs are reflective of anticipated 15 bi-monthly mowings over the course of the season</i>	<b>DURATION OF SEASON</b> Pending weather - the maintenance season will run weekly from April-October <i>Costs are reflective of anticipated 15 bi-monthly mowings over the course of the season</i>	<b>DURATION OF SEASON</b> Pending weather - the maintenance season will run weekly from April-October <i>Costs are reflective of anticipated 15 bi-monthly mowings over the course of the season</i>	<b>DURATION OF SEASON</b> Pending weather - the maintenance season will run weekly from April-October <i>Costs are reflective of anticipated 15 bi-monthly mowings over the course of the season</i>	<b>DURATION OF SEASON</b> Pending weather - the maintenance season will run weekly from April-October <i>Costs are reflective of anticipated 5 weekly mowings to begin the season</i>	<b>DURATION OF SEASON</b> Pending weather - the maintenance season will run weekly from April-October <i>Costs are reflective of anticipated 15 bi-monthly mowings over the course of the season</i>	<b>TIMEFRAME</b> Typically services performed in October and/or November <i>Costs are reflective of anticipated 2 rounds of fall clean-up upon the close of the season</i>
2025 Seasonal Cost - \$1,685.10 <b>\$112.34 per Maintenance Visit</b>	2025 Seasonal Cost - \$1,260.19 <b>\$84.01 per Maintenance Visit</b>	2025 Seasonal Cost - \$671.70 <b>\$44.78 per Maintenance Visit</b>	2025 Seasonal Cost - \$2,360.52 <b>\$157.37 per Maintenance Visit</b>	2025 Seasonal Cost - \$689.33 <b>\$45.96 per Maintenance Visit</b>	2025 Seasonal Cost - \$840.12 <b>\$56.01 per Maintenance Visit</b>	2025 Seasonal Cost - \$2,338.15 <b>\$467.63 per Maintenance Visit</b>	2025 Seasonal Cost - \$,1401.93 <b>\$93.46 per Maintenance Visit</b>	2025 Seasonal Cost - \$2,270.88 <b>\$1,135.44 per Clean-Up</b>
2026 Seasonal Cost - \$1,735.65 <b>\$115.71 per Maintenance Visit</b>	2026 Seasonal Cost - \$1,298.00 <b>86.53 per Maintenance Visit</b>	2026 Seasonal Cost - \$691.85 <b>\$46.12 per Maintenance Visit</b>	2026 Seasonal Cost - \$2,431.34 <b>\$162.09 per Maintenance Visit</b>	2026 Seasonal Cost - \$710.00 <b>\$47.33 per Maintenance Visit</b>	2026 Seasonal Cost - \$865.32 <b>\$57.69 per Maintenance Visit</b>	2026 Seasonal Cost - \$2,408.29 <b>\$481.66 per Maintenance Visit</b>	2026 Seasonal Cost - \$1,443.99 <b>\$96.27 per Maintenance Visit</b>	2026 Seasonal Cost - \$2,339.00 <b>\$1,169.50 per Clean-Up</b>



*Ken Schmalz*  
Maintenance Account Manager & Turf Technician  
kenny@creativelandscapinginc.com  
(269) 473-1356

Attachment: Creative Landscaping Bid - Updated (10328 : Right of Way & Cemetery Mowing Contract)

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Greg Grothous, Director of Public Works

**RE:** Fertilization and Weed Control Contract

**MEETING DATE:** December 9, 2024

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After allowing lawn treatment and fertilization activity to lapse a number of years ago, in 2016 Riverview Cemetery began visibly suffering from weeds and mole activity that had not previously been a significant problem. Since then, the City has contracted with TruGreen Commercial to provide a treatment program to help keep the Cemetery in the condition that has long been desired. Over the last several years of this program, City staff has received numerous compliments on the condition of the cemetery.

With the success of the program, the City entered into two year agreements with TruGreen in 2021 and 2023 to continue treatment programs in both cemeteries (Riverview & City) as well as at City Hall, Lake Bluff Park, Whirlpool Centennial Park, the Fire Station, and Court Place Plaza.

That current agreement ends at the end of this month. City staff prepared an Request for Proposal (RFP) that was released on October 16, 2024. The RFP was available on the City website, an ad was placed in the Herald Palladium, and the RFP was sent directly to several local contractors. Responses to the RFP were due back to the City by December 3, 2024. In total, the City received two responses to the RFP, from Creative Landscape of St. Joseph (\$15,577.83), and TruGreen of South Bend (\$10,395.00).

After a thorough and careful review, Staff recommends the acceptance of the proposal from TruGreen Commercial in the amount of \$10,395.00 per year for two (2) years for all seven (7) locations with eighteen (18) total applications per year.

*Action requested:* Motion to accept, as part of the consent agenda, the proposal from TruGreen Commercial of South Bend, Indiana to provide fertilization and weed control for the City of St. Joseph in the amount of \$10,395.00 per year for two years, as submitted.

**ATTACHMENTS:**

- TruGreen Bid (2) (PDF)
- Fertilization and Weed Control RFP 2025-2026 final (PDF)

**Fertilization and Weed Control Bid Form**

Name of Firm: TRUGREEN

Address: 3606 GAGNON ST. SOUTH BEND, IN 46628

Phone: 574-233-9700

Fax: \_\_\_\_\_

Email: bryan.seddon@trugreenmail.com Cell: 847-833-1119

Name of Authorized Representative: BRYAN SEDDON  
Please Print

Signature of Authorized Representative: 

Location of Application	Number of Applications	Charge Per
City Hall	4*	\$ 50 PER LAWN APP \$ 125 PER VEG APP
Lake Bluff Park	2	\$ 266 PER VISIT
Whirlpool Centennial Park	1	\$ 266 PER VISIT
Court Place	1*	\$ 55 PER LAWN APP \$ 94 PER VEG APP
Riverview Cemetery	3*	\$ 2,054 PER LAWN APP \$ 2,054 MERIT APP
City Cemetery	1	\$ 523 PER VISIT
Fire Station	3	\$ 55 PER VISIT

**Required Attachments:**

- Commercial pesticide license.
- List of applicators and experience levels
- List of vehicles and equipment to be used

\* Plus non-selective herbicide and/or grub control where noted.

Attachment: TruGreen Bid (2) (10329 : Fertilization and Weed Control Contract)



References

Name of Firm BERRIEN COUNTY ROAD Contact DON GRISLER

Phone 269-925-1196 Email Kbennette@bcroad.org

Name of Firm FAA - SOUTH BEND Contact Christine Bonheur

Phone 574-235-1101 Email christine.e.bonheur@faa.gov

Name of Firm Mishawaka Parks: REC Contact Steve Gleissner

Phone 574-258-1604 Email sgleissner@mishawaka.in.gov

Attachment: TruGreen Bid (2) (10329 : Fertilization and Weed Control Contract)

**Applicator:**

- Travis Hill
- 7 years' experience.
- Skilled at Lawn, Horticulture, Vegetation Control

**Vehicles**

- Ford – F-450 – Unit 107831 - 1FDUF4GT2BEA18136
- Ford – F-450 – Unit 112939 - 1FDUF4GY1DEA43494
- Isuzu NPR – Unit 7R210 - JALC4B16877017371

**Equipment**

- Z-Spray Ride-on
- Turfware Ride-on
- Lesco Spreader
- Spray Hose
- Spray backpack

PI-079 (07/03)

Michigan Department of Agriculture & Rural Development  
Bureau of Environment and Sustainability  
Pesticide Application Business License

License No: 910009  
Issue Date: 02/20/2024  
Expiration: 12/31/2024

Issued To:

**TRUGREEN**

3606 GAGNON

SOUTH BEND, IN 46628-

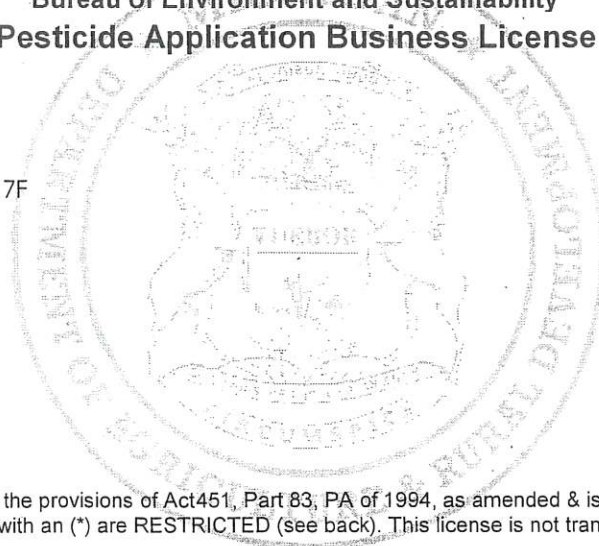
Category(ies): 3A, 3B, 6, 7A\*, 7F

Mailing Address:

TRUGREEN

3606 GAGNON

SOUTH BEND, IN 46628-



PAB

DR. TIM BORING

Director of Agriculture  
& Rural Development

This license is issued in accordance with the provisions of Act451, Part 83, PA of 1994, as amended & is only valid for the establishment, address, and categories listed above. Categories with an (\*) are RESTRICTED (see back). This license is not transferable.

*CAV SEND 2025 License Once Renewed.*

Attachment: TruGreen Bid (2) (10329 : Fertilization and Weed Control Contract)

# Request For Proposal

**Parks, Cemeteries, and Public  
Grounds Fertilization and Weed  
Control Program 2025-2026**

*City of St. Joseph, Department of Public Works  
1160 Broad Street, St. Joseph, MI 49085*

## I. Purpose:

This Request for Proposal ("RFP") is to provide interested **Contractors** with sufficient information to submit proposals for consideration by the City of St. Joseph ("City"). The City owns and/or maintains several properties around the City that are in need of turf fertilization services. Turf fertilization shall include applications for: Crabgrass Control, Fertilization, Weed Control, Natural Fertilizer, and Insect control.

Qualified Contractors must have a working knowledge of turf fertilization and weed control. Contractors will provide all equipment, labor, tools, materials and services as specified. The Contractor shall also be responsible for disposal of all related debris.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the bidder will be significant factors in award of this contract. Final decision on selection of the bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take whatever action is appropriate as determined by the City to be in the best interest of the City.

**This contract shall run approximately two (2) years beginning March 1, 2025 through December 31, 2026.** The contract may be extended on a year-to-year basis for up to three (3) additional one-year periods by the mutual agreement of the selected contractor and the City Manager.

A complete Request for Proposal may be viewed or downloaded at [www.sjcity.com](http://www.sjcity.com), or mailed by contacting the City Clerk at 269-983-6325 or [clerk@sjcity.com](mailto:clerk@sjcity.com).

**REQUEST FOR PROPOSAL: Parks, Cemeteries, & Grounds Fertilization & Weed Control**

**CLOSING DATE AND TIME: 3:00 pm Tuesday, December 3, 2024**

The objective of this proposal is to provide the City of St. Joseph with the ability to utilize contractual services for turf fertilization and weed control at City parks, cemeteries and various City grounds. All sites are located in the City of St. Joseph with the exception of Riverview Cemetery, which is located in St. Joseph Charter Township.

This proposal is viewed to be an extension of the Parks and Cemeteries Division of Public Works. Completed work shall be subject to field inspection by a representative from Public Works.

## II. Bid Specifications:

### Bidder Qualifications:

Minimum qualifications require experience in pesticide application, weed control, and turf fertilization continuously for at least five (5) years using modern tools and methods. Previous municipal experience is preferred. A commercial pesticide license is required.

Bidders shall demonstrate competence, experience and financial capacity to carry out the terms of this contract.

Applicators should have a minimum of five (5) years of experience.

Bidders are expected to be fully informed and in compliance with all local, state, and federal laws, ordinances, and regulations.

### Scope of Work:

The successful bidder shall perform proper application of products/chemicals that result in the following:

- Crabgrass prevention and control
- Turf fertilization
- Weed prevention and control
- Insect prevention and control
- Turf preparation and winterization
- Vegetation control

### Frequency and Description of Applications:

- Application #1 – Late Spring (Mid-April):  
Pre-emergent for Crabgrass, slow-release nitrogen Fertilizer, and Non-selective herbicide (where noted).
- Application #2 – Early Summer (Late May):  
Broadleaf weed killer (containing no 2-4D), and Merit Insecticide or similar product for grubs (where noted).
- Application #3 – Late Summer (Early July):  
Balanced slow-release nitrogen Fertilizer, Broadleaf weed killer (spot treatment), (containing no 2-4D), and Non-selective herbicide (where noted).
- Application #4 – Fall (Mid-September):  
Balanced slow-release nitrogen Fertilizer, Broadleaf weed killer (containing no 2-4D).

The areas of work are generally described as follows, and can also be found in **Exhibit 1** attached to this RFP:

1. **St. Joseph City Hall**, 700 Broad St: All four (4) applications + non-selective herbicide during applications #1 & #3. This shall include the use of vegetation control in the sidewalks, alley and back parking lot of the building.
2. **Lake Bluff Park**, 400 Lake Blvd.: Two (2) applications. Applications #2 & #4.
3. **Whirlpool Centennial Park**, 200 Broad St.: One (1) application. Application #2.
4. **Court Place**, 811 Broad St.: One (1) application. Application #2 + non-selective herbicide during applications #1 & #3 timeframes. This shall include the use of vegetation control on the patio area.
5. **Riverview Cemetery**, 2925 Niles Rd.: Three (3) applications. Application #1, #2 & #4 + grub control during application #2
6. **City Cemetery**, 1918 Lakeview Ave.: One (1) application. Application #2. Preferably about ten (10) days prior to Memorial Day.
7. **St. Joseph Fire Station**, 923 Broad St.: Three (3) applications. Application #1, #2 & #4

All work must be performed in a professional manner using quality equipment and materials.

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the Contractor.

All fertilizers applied to City areas must contain 0% phosphorous. Merit Insecticide or similar product will be applied either in Application #1 or #2 depending on the weather.

### **RESULTS MUST BE GUARANTEED**

#### **Record Keeping:**

A log of activities performed, schedules, additional services performed, and documentation of each application of fertilizer, pesticide (including herbicide) applications for a minimum of (1) one year must be maintained. Such records shall be completed in accordance with all applicable laws and regulations. The following information shall be recorded, at a minimum, for each application, and provided to the City upon request:

- The location where the pesticide or herbicide was applied
- The year, month, day and time the pesticide or herbicide was applied
- The purpose of the application
- The person or firm, with license number, who supplied the pesticide or herbicide
- Trade name of the pesticide or herbicide applied, amount and concentration.
- The method and rate of application
- The temperature and wind direction at the time of application
- Any other information reasonably required.

### Technical Specifications:

#### Applications:

- Approval must be obtained from the Superintendent of Parks or designated representative before any applications are started.
- All elements of the turf cycle shall be completed the same day they are started. No partial application will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable.
- Equipment and supplies may not be stored overnight or for extended periods of time on City property.
- Applications are not allowed on Saturdays or Sundays, unless prior approval is obtained from the Superintendent of Parks or designated representative.
- Applications are not allowed on holidays or holiday weekends from 4:00pm Friday until 7:30am Tuesday.
- No empty fertilizer bags or pesticide containers are allowed to remain on City properties or in City dumpsters.
- Re-application of pesticides is required at no cost to the City if the pesticides are washed off due to rain or if an improper rate is used.

#### Equipment:

As part of its bid, the Contractor shall provide a list of all vehicles and equipment to be used to perform the services required. All equipment shall be in a safe and operable condition, maintained and operated with the highest standards. The City reserves the right to inspect all equipment to be used prior to awarding a contract and at any time during the term of the contract. Furthermore, the City reserves the right to review safety inspection documentation on all equipment.

The company's name must be displayed on all vehicles.

#### Personnel:

Personnel must have on-site supervision by an individual experienced in pesticide application with the ability to respond and make decisions, and who is available by phone while working for the City of St. Joseph. Personnel must be readily identified as employees of the company (i.e., uniforms, shirts, hats, etc.).

Personnel must have applicable commercial driver's licenses (CDL) and commercial pesticide licenses with appropriate categories. They must meet Federal, State (MIOSHA & MDARD) and local rules, regulations and ordinances.

#### Subcontracting:

Subcontracting of services is not allowed unless prior approval has been granted by the City of St. Joseph.



**Safety:**

All pesticides must be EPA approved and applied by a licensed Michigan State Commercial Pesticide Applicator or Operator per the manufacturer's directions. All applications must be posted as per the MDARD regulations for 24 hours after application. All chemicals used must have a MSDS filed with the City. The Contractor is responsible to verify that pesticides are appropriate for use with the respective plant materials. The Contractor is responsible for any damages incurred as a result of applications and shall repair or replace any damaged material at no cost to the City.

All MIOSHA rules and regulations must be strictly followed.

All necessary equipment, barricades, watchmen, flagmen, lights, etc., must be provided. All safety precautions for preventing injuries to persons and property on or about the work site must also be provided.

**Damages:**

The successful bidder will be responsible, at its own cost, for any direct or indirect damages or injuries resulting from any negligent or intentional act, omission, or conduct related to its services including, but not limited to, damage to any public or private property; damage to turf, trees, shrubs or desirable growth; etc. Costs associated with damages to plant material will be assessed based on current M.F.P.A. Michigan Tree Evaluation guidelines. All turf damage repairs shall be made in accordance with Section 6.53 and 8.21 of the 1990 Standard Specifications for Construction. Such property shall be restored to its original condition at no expense to the City and must be to the satisfaction of the City.

**III. Insurance Requirements.**

The successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A) contractual liability, B) Broad form general liability extensions or equivalent.
- **Motor Vehicle Liability Insurance**, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees, and volunteers thereof. Bidder's insurance shall be

primary and any other insurance City may have in effect shall be considered secondary and/or excess. Coverage shall be maintained throughout the term of the agreement. The stated insurance requirements shall not be interpreted to limit the successful bidder's liability.

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

#### **IV. Issuing Officer (Point of Contact):**

Questions regarding scope of work to be accomplished may be directed to the following:

- Jeff Rechner, Superintendent of Parks at (269) 408-4554; [jrechner@sjcity.com](mailto:jrechner@sjcity.com).

#### **V. Addenda:**

In the event it becomes necessary to modify any part of this Request for Proposal, an addenda will be issued to all parties who received the original RFP.

#### **VI. Instructions to Bidders**

Sealed bids are due at the St. Joseph City Clerk's Office no later than **3:00 pm Tuesday, December 3, 2024.**

Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street St. Joseph, Michigan 49085. **Sealed envelopes** should be plainly marked:

Attention: City Clerk  
 Re: **Parks & Cemeteries Fertilization & Weed Control**  
 700 Broad Street  
 St. Joseph, MI 49085

It is the sole responsibility of the bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submitting the Proposal. Any proposals received after the closing date and time will be returned unopened.

#### **VII. Incurring Costs**

The City is not liable for any costs related to respondents' preparation of their proposal.

#### **VIII. Withdrawal of Proposal**

A bidder may withdraw its proposal in person, by facsimile, or by letter, any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.

**IX. Opening of Proposals**

Proposals will be opened publicly at **3:00 pm Tuesday, December 3, 2024** in the Commission Chambers on the 2<sup>nd</sup> floor of City Hall. Proposals will be evaluated as soon as practical after that date.

**X. Evaluation of Proposals**

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the December 9, 2024 City Commission meeting.

**XI. Negotiations**

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest.

**XII. Award of Contract / Acceptance of Proposal (Terms and Conditions)**

The contents of this RFP and the bidder's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties. A contract incorporating the accepted proposal will be executed by the parties.

**XIII. Nondiscrimination**

The successful bidder shall not discriminate in its provision of accommodations or services, nor against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of the agreement.

**XIV. Payment Terms:**

The City shall make payments to the successful bidder for actual services rendered within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.

**Fertilization and Weed Control Bid Form**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Please Print

Signature of Authorized Representative: \_\_\_\_\_

Location of Application	Number of Applications	Charge Per
City Hall	4*	\$ _____
Lake Bluff Park	2	\$ _____
Whirlpool Centennial Park	1	\$ _____
Court Place	1*	\$ _____
Riverview Cemetery	3*	\$ _____
City Cemetery	1	\$ _____
Fire Station	3	\$ _____

**Required Attachments:**

- \_\_\_\_\_ Commercial pesticide license.
- \_\_\_\_\_ List of applicators and experience levels
- \_\_\_\_\_ List of vehicles and equipment to be used

\* Plus non-selective herbicide and/or grub control where noted.

Attachment: Fertilization and Weed Control RFP 2025-2026 final (10329 : Fertilization and Weed Control Contract)

**References**

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Attachment: Fertilization and Weed Control RFP 2025-2026 final (10329 : Fertilization and Weed Control Contract)

	#1 - Late Spring (mid April) - Pre-emergent - Fertilizer	#2 - Early Summer (late May) - Broadleaf	#3 - Late Summer (early July) - Broadleaf - Fertilizer	#4 - Fall (mid September) - Broadleaf - Fertilizer
City Cemetery		X		
City Hall	X (+ non-selective)	X	X (+ non-selective)	X
Court Place	Non-selective	X	Non-selective	
Dickinson	X	X (+ grub control)		X
Fire Station	X	X		X
Bluff		X		X
Riverview Cemetery	X	X (+ grub control)		X
Centennial		X		

EXHIBIT 1

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Greg Grothous, Director of Public Works

**RE:** Salt Truck Repair

**MEETING DATE:** December 9, 2024

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One of the most critical pieces of equipment during a winter event is our salt trucks. We have two dedicated salt trucks and one truck that is converted into a salt truck using a salt box insert. The three salt trucks are the first trucks to go out during all winter weather events.

Unfortunately, during pre-season prep, staff noticed a fault code triggered on one of the trucks. Upon investigation, staff identified concerns and then contacted the dealer. The truck has been out of service for over three weeks while the dealer worked with the manufacturer to diagnose the problem.

The dealer - West Michigan International in conjunction with International engineers - was able to identify the issue as two failed cylinders. The City was given two options - an in-frame rebuild (\$33,000) or a new factory engine (\$46,400). Given the age and condition of the truck the dealer recommends the new factory engine and City staff agrees with this approach. The total cost of the repairs is \$46,394.84 and is expected to be completed next week.

An expense of this size requires City Commission approval, although an emergency expense can be retroactively approved. This has been authorized by the City Manager as an emergency repair given the urgency during the snow season.

A motion to approve, as part of the consent agenda, the proposal and necessary repair work from West Michigan International, of Kalamazoo MI, in the amount of \$46,394.84 and authorize the City Manager to execute the appropriate documents on behalf of the City.

**ATTACHMENTS:**

- Salt Truck 409 New Engine (PDF)

**Repair Management**  
BY NAVISTAR

**WEST MICHIGAN INTL**  
5380 INTERNATIONAL DR - KALAMAZOO, MI 49009  
Phone: (1) 269-3452183 - Fax: (1) 269-3455388  
Estimate Number: 4668849 - RO Number: 22861  
Service Writer: Eric Brown - Date: 10/18/2024 1:18 PM (C)



Currency: USD

**Unit No: 409**

VIN: 1HTWCAZR7CJ623979  
Model: 7400 SBA 4X2  
Engine: MAXXFORCE 10 310HP/2200 GOV  
Make: International  
Delivered: 12/6/2011  
In Service: 13 Years 0 Months  
Mileage: 33781 Eng Hrs: 2765

Recall/AFC: No

Contact Name:  
Position:  
Phone:  
E-Mail:  
PO Number:

Operation Section A	Qty/Time	Labor Cost	Parts Cost	Core Charge	Total Cost
GET HEALTH REPORT - INCLUDED IN DIAG	0.0	\$0.00	\$0.00	\$0.00	\$0.00

**Complaint:** GET HEALTH REPORT - INCLUDED IN DIAG  
**Cause:** GET HEALTH REPORT - INCLUDED IN DIAG  
**Correction:** GET HEALTH REPORT - INCLUDED IN DIAG

Operation Section B	Qty/Time	Labor Cost	Parts Cost	Core Charge	Total Cost
DCI	0.0	\$0.00	\$0.00	\$0.00	\$0.00

**Complaint:** DCI  
**Cause:** PERFORM DCI. FOUND:  
CEL ON  
DIPSTICK TUBE LEAKING OIL AT BLOCK  
COOLANT LEAK NEAR OIL COOLER AND COOLANT LEVEL LOW  
**Correction:** SEE ESTIMATE

Operation Section C	Qty/Time	Labor Cost	Parts Cost	Core Charge	Total Cost
DIAG & ADVISE HAS #4 INJECTOR FC - INTERMITTENTLY SPUTTERS/RUNS ROUGH	1.5	\$277.50	\$0.00	\$0.00	\$277.50
Computer Hook Up - COMPUTER HOOK UP FEE	0.0	\$0.00	\$0.00	\$0.00	\$75.00
Fuel Injector(S) (ELECTRONIC ENGINES), Replace (1) INJECTOR, FUEL, I334, 570, REMAN (1) KIT, HP OIL RAIL SEALS (1) GASKET, VALVE COVER, BEFORE 11/06/2009, 10/13/2011 AND LATER (1) TUBE, BOOSTER TO SOLENOID	6.0	\$1,110.00	\$1,392.88	\$0.00	\$2,502.88
PERFORM FORCED REGEN	1.5	\$277.50	\$0.00	\$0.00	\$277.50
ADDITIONAL DIAGNOSTICS TIME NEEDED FOR LOW POWER NOTED ON TEST DRIVE	3.0	\$555.00	\$0.00	\$0.00	\$555.00
REPLACE AIR CONTROL VALVE (1) VALVE, ASSY EXH BRAKE	2.0	\$370.00	\$706.12	\$0.00	\$1,076.12
TIME NEEDED TO PERFORM TESTING ON LOW POWER CONCERN. **INCLUDES FUEL FILTER REPLACEMENT.** (1) FUEL FILTER, FUEL/WATER SEPARATOR	5.0	\$925.00	\$86.73	\$0.00	\$1,011.73
REMOVE ORGINAL ECM INSTALL TEST ECM	4.0	\$740.00	\$0.00	\$0.00	\$740.00
ADDITIONAL DIAG TIME REQUIRED	5.0	\$925.00	\$0.00	\$0.00	\$925.00

**Complaint:** DIAG & ADVISE HAS #4 INJECTOR FC - INTERMITTENTLY SPUTTERS/RUNS ROUGH  
**Cause:** ACV & #4 INJECTOR FAILED, INTERNAL ENGINE BAD CYLINDERS

Attachment: Salt Truck 409 New Engine (10326 : Plow/Salt Truck Repair)



**Correction:** PERFORMED DIAG NEEDED, REPLACED ACV, REPLACED #4 INJECTOR, TEST DROVE, PERFORMED FURHTER DIAG, INSTALLED TEST ECM & PROGRAMMED AND NEEDED FURTHER TEST, PERFORMED REQUESTED TESTING PER CASE FILE FOUND CYLINDERS FAILED

Operation Section D	Qty/Time	Labor Cost	Parts Cost	Core Charge	Total Cost
INFO: 269-208-1355 (ANDY MANN)	0.0	\$0.00	\$0.00	\$0.00	\$
<b>Complaint:</b>	INFO: 269-208-1355 (ANDY MANN)				
<b>Cause:</b>	INFO: 269-208-1355 (ANDY MANN)				
<b>Correction:</b>	INFO: 269-208-1355 (ANDY MANN)				

Operation Section E	Qty/Time	Labor Cost	Parts Cost	Core Charge	Total Cost
Oil Dipstick Tube, Replace (1) SEAL OIL DIPSTICK TUBE (1) CLAMP, OIL FILLER MOUNTING	1.0	\$185.00	\$26.18	\$0.00	\$211.18
<b>Complaint:</b>	OIL DIPSTICK TUBE GASKET & CLAMP NEEDS REPLACED FOUND ON DEALERSHIP COURTESY INSPECTION				
<b>Cause:</b>	OIL DIPSTICK LEAKING				
<b>Correction:</b>	REPLACE OIL DIPSTICK TUBE GASKET & CLAMP				

Operation Section F	Qty/Time	Labor Cost	Parts Cost	Core Charge	Total Cost
Diag, Cooling System Pressure Test (2) SHELL ROTELLA ANTIFREEZE, PREDILUTED 50/50, 55 GALLON DRUM	1.0	\$185.00	\$29.22	\$0.00	\$214.22
Surge Tank, Replace (1) TANK, SURGE, RADIATOR (2) SHELL ROTELLA ANTIFREEZE, PREDILUTED 50/50, 55 GALLON DRUM	1.2	\$222.00	\$541.05	\$0.00	\$763.05
<b>Complaint:</b>	PRESSURE TEST COOLANT SYSTEM LEAK FOUND ON DEALERSHIP COURTESY INSPECTION				
<b>Cause:</b>	COOLANT RESIVOR LEAKING				
<b>Correction:</b>	PRESSURE TESTED COOLING SYSTEM, REPLACED LEAKING RESIVOIR & RETESTED				

Operation Section G	Qty/Time	Labor Cost	Parts Cost	Core Charge	Total Cost
R&R RADIATOR, INCLUDES UNCAGE AND RECAFE FOR CLEANING ANF FLOW TEST	2.5	\$462.50	\$0.00	\$0.00	\$462.50
Radiator Repair / Cleaning - RADIATOR CLEAN AND FLOW TEST	0.0	\$0.00	\$0.00	\$0.00	\$300.00
Environmental Fees - DISPOSAL FEE	0.0	\$0.00	\$0.00	\$0.00	\$100.00
REPLACE ENGINE (1) TRIMMED REMANUFACTURED ENGINE,MAXXFORCE DT570 (32) ROTELLA (1) MISC SMALL PARTS, NUTS, BOLTS, TIES, CLAMPS ECT	39.0	\$7,215.00	\$25,023.78	\$0.00	\$32,238.78

Attachment: Salt Truck 409 New Engine (10326 : Plow/Salt Truck Repair)

SWAP PARTS FROM OLD TO NEW ENGINE	10.0	\$1,850.00	\$2,404.38	\$0.00	\$4,254.38
(1) GASKET TURBOCHARGER OUTLET (1) GASKET, EXHAUST PIPE FLANGE, 4 IN. (1) TUBE ASSY INJECTOR COOLER INLT (3) STUD M10 X 39MM (3) NUT FLANGE M10 X 1.25 SPL THD (1) PLUG, M20 (1) GASKET, INJECTOR, HC (1) KIT INLET THROTTLE (1) TUBE, ASSY COOLANT SUPPLY (1) TUBE, ASSY COOLANT RETURN (1) GASKET AIR COMPRESSOR (1) CLAMP OIL FILLER MTG (1) VALVE ASSY INTAKE THROTTLE (2) INSULATOR, ENGINE FRONT MOUNTI (2) INSULATOR ENG REAR MTG (1) GASKET PUMP P/S (1) 29536834 - TRANS DIPSTICK SEAL (4) 15E2E1 - TRANS FLUID (2) SHELL ROTELLA ELC NITRITE FREE (2) INSULATOR SNUBBER I6 (2) INSULATOR SNUBBER SNUBBING WA (1) TUBE ENGINE OIL FILL W/ INTL					

<b>Complaint:</b>	Not Available
<b>Cause:</b>	Not Available
<b>Correction:</b>	Not Available

**Notes:** [10/18/2024 1:18 PM] - Dealer: Engine has a misfire, stumbles, or runs rough, intermittent

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[11/26/2024 10:20 AM] - Dealer: Additional time of 25 hours added for diagnostics and testing so as to not have to contact customer with revisions of 4 hours here & there. We are following what International is guiding us on, and this unit has become a deeper diagnostic unit than previously thought would be.

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[12/6/2024 10:10 AM] - Dealer: \*\*Additional parts needed for swapping items over, due to upon removal, they were breaking, seized came apart during removal, additional labor added to swapping of parts

Summary	
<b>Parts:</b>	\$30,210
<b>Core:</b>	\$0
<b>Labor:</b>	\$15,290
<b>Other Items:</b>	\$380
<b>Shop:</b>	\$500
<b>Tax:</b>	\$0
<b>TOTAL:</b>	\$46,390

MI Facility License ID: F163706. All parts installed are new unless specified otherwise. This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

Attachment: Salt Truck 409 New Engine (10326 : Plow/Salt Truck Repair)

# Agenda Item

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**TO:** Members of the St. Joseph City Commission  
**FROM:** Greg Alimenti, Water Plant Superintendent  
**RE:** High Service Pump #3 Rebuild  
**MEETING DATE:** December 9, 2024

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The St. Joseph Water Plant is equipped with four high service pumps which enable the plant to deliver potable water under pressure from its finished water reservoir to the distribution system. High Service Pump #3 is rated at 8.0 million gallons per day and was installed in 2019. In October, plant staff reported a voltage overload condition on the #3 Variable Frequency Drive (VFD) panel. Heco was called in to partially disassemble and evaluate the pump motor at the plant. They found a blown lead and advised that further disassembly would be needed to determine the extent of the damage. Heco subsequently furnished an inspection report. The report recommended a complete recondition of the motor. An itemized estimate was provided which included the complete recondition and testing of the motor in the amount of \$26,118. The estimate does not include freight. The warranty is one year.

*Action Requested:* To approve, as part of the consent agenda, the estimate from Heco Inc. of Kalamazoo, MI for the rebuild of High Service Pump Motor #3 at the Water Plant for an amount up to \$30,000. Funds have been budgeted in the 2024/2025 Water Fund budget.

**ATTACHMENTS:**

- High Service Pump #3 Motor Rebuild (PDF)
- 25204 - St. Joseph High Service #3 - AC VERTICAL INSPECTION REPORT (PDF)

**JOB ESTIMATE**



HECO INC  
 3509 SOUTH BURDICK STREET  
 KALAMAZOO, MI 49001-4835  
 UNITED STATES  
 (269)-381-7200

JOB NO 00025204  
 RECEIVED DATE 10/16/2024  
 PAGE 1

S 004410  
 O CITY OF ST. JOSEPH  
 L 700 BROAD STREET  
 D ST. JOSEPH, MI 49085

S 001  
 H CITY OF ST. JOSEPH  
 I 1701 LIONS PARK DR  
 P ST. JOSEPH, MI 49085

T  
 O

T  
 O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
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**NAMEPLATE DATA**

HP:500; SYNC. RPM:1800; VOLTAGE:460; FRAME:5013VP24; MFG:GE; ENCLOSURE:TEFC; AMPS:533; SERIAL/ID#:LNFT317U025;  
 MODEL/STYL:5KS543SAE6467; TYPE/CAT #:KS; UP. BRG. #:29426E; L. BRG. #:6219Z C3; DESIGN:B; INS. CLASS:F; AMB. TEMP:40; CODE:G;  
 SF:1.15; WEIGHT:6150; ACT. RPM:1785

**SPECIAL INSTRUCTIONS**

MONICA HERRICK 269-983-1240 / 6150lbs, 7' TALL

LABOR CODE / ITEM ID	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
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PICK UP REPAIR JOB  
 DISMANTLE FOR COMPLETE RECONDITION

CLEAN AND RECONDITION STATOR  
 CLEAN AND RECONDITION ROTOR  
 CLEAN AND PAINT ALL MAJOR PARTS  
 REPLACE LEAD ON STATOR  
 LABOR & MATERIALS TO DIP STATOR  
 CLEAN/GRIND VARNISH/VPI OFF STATOR  
 SLEEVE LEADS  
 MANUFACTURE NEW COUPLING  
 EDM COUPLING

STRESS RELIEVE COUPLING

CERAMIC COAT CARRIER

CHECK ROTOR RUNOUT IN LATHE  
 DYNAMIC BALANCE ROTOR ASSEMBLY  
 PREP & PAINT FOR ASSEMBLY  
 INSTALL NEW BEARINGS  
 ASSEMBLE ALL PARTS  
 NEW CARRIER LOCKING NUT  
 MFG NEW LEAD GASKET  
 PRESSURE TEST COOLING COIL  
 FINAL ELECTRICAL TEST  
 FINAL TEST RUN MOTOR AT FULL RATED VOLTS  
 TRIM BALANCE  
 PERFORM VIBRATION SPECTRUM ANALYSIS  
 PREPARE, MASK, AND PAINT MOTOR  
 FINAL GREEN TAGGING  
 DELIVERY REPAIR JOB

29426E BEARING  
 99520  
 NTN-6219ZC3/5C  
 COUPLING MATERIAL

Attachment: High Service Pump #3 Motor Rebuild (10309 : High Service Pump #3 Motor Rebuild)

JOB ESTIMATE



HECO INC  
 3509 SOUTH BURDICK STREET  
 KALAMAZOO, MI 49001-4835  
 UNITED STATES  
 (269)-381-7200

JOB NO 00025204  
 RECEIVED DATE 10/16/2024  
 PAGE 2

S 004410  
 O CITY OF ST. JOSEPH  
 L 700 BROAD STREET  
 D ST. JOSEPH, MI 49085

S 001  
 H CITY OF ST. JOSEPH  
 I 1701 LIONS PARK DR  
 P ST. JOSEPH, MI 49085

T  
 O

T  
 O

CUSTOMER PO #	PO RELEASE #	MISC NUMBER
AEGIS		
PAINT, HARDWARE, TAGS, MISC		
ENVIRONMENTAL WASTE HANDLING FEE		
EASA CERTIFIED REPAIR AND EFFICIENCY		
FUEL SURCHARGE		
LOGISTICS SUPPLY CHAIN SURCHARGE		
		Total Estimate 26,118.00
		<b>TOTAL 26,118.00</b>

Attachment: High Service Pump #3 Motor Rebuild (10309 : High Service Pump #3 Motor Rebuild)

Repair Estimate

Valid for 30 calendar days from the above date  
 Estimate does not include Sales Tax if applicable.  
 Estimate does not include Freight if applicable.  
 Quotations and Orders are per our Standard Terms and Conditions;  
 Copy Available Upon Request.  
 Estimated delivery date and lead time is based on shop load at the time of quotation.  
 Actual delivery date and lead time will be determined at time of order entry.

Received By: \_\_\_\_\_

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

# Incoming Inspection Report

<b>MOTOR TYPE:</b>	<b>AC VERTICAL MOTOR</b>
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<b>JOB INFORMATION</b>	
<b>CUSTOMER</b>	City of St. Joseph
<b>HECO JOB#</b>	25204
<b>CUSTOMER P/OC#</b>	-----
<b>TAG# / ASSET#</b>	55862
<b>PLANT</b>	St. Joseph, MI
<b>APPLICATION</b>	
<b>PICK-UP DATE</b>	10/28/24
<b>REPORT DATE</b>	11/12/24

<b>MOTOR INFORMATION</b>				
<b>HP</b>	<b>RPM</b>	<b>FRAME</b>	<b>VOLTAGE</b>	<b>FL AMPS</b>
500	1785	L5013VP24	460	533
<b>SERIAL#</b>		<b>MODEL#</b>	<b>MANUFACTURER</b>	
LNFT317U025		5KS513SAE6467	General Electric Industrial Motors	

<b>COMMENTS/NOTES</b>
Blown lead (no winding damage done) Coupling .002 loose on shaft.

Attachment: 25204 - St. Joseph High Service #3 - AC VERTICAL INSPECTION REPORT (10309 : High Service Pump #3 Motor Rebuild)

**INSPECTION FINDINGS & OBSERVATIONS**

<b>REASON FOR REMOVAL OF UNIT:</b>	Blown Lead
<b>TIME IN SERVICE:</b>	Unknown
<b>TYPE OF STARTING:</b>	Unknown

**SUMMARY OF ACTUAL FINDINGS**

Carrier has ceramic coating damage, and needs new carrier locking nut.

**RECOMMENDATIONS / COMMENTS:**

Manufacture new coupling  
 Re-coat carrier(ceramic)  
 Replace locking nut (carrier)  
 Sleeve leads after repairs

**ADDITIONAL INFO REQUIRED / COMMENTS:**

**CATEGORY OF PRIMARY FINDINGS**

ELECTRICAL     
  MECHANICAL     
  OTHER

Attachment: 25204 - St. Joseph High Service #3 - AC VERTICAL INSPECTION REPORT (10309 : High Service Pump #3 Motor Rebuild)



INCOMING ELECTRICAL TESTS:	
TEMP:	70
PHASE RESISTANCE (OHMS)	
A - B	6.2 m ohms
B - C	6.2 m ohms
C - A	6.1 m ohms
I.R. TO GROUND	
TEST VOLTS	500
MEGOHMS	83,700
CORRECTED TO 40°C	65,286
DC HI POT TEST	
TEST VOLTS	1,900
MICROAMP LEAKAGE START	7.5
MICROAMP LEAKAGE FINISH	.2
SURGE COMPARISON	
TEST VOLTS	1,200
PATTERN	Good

POLARIZATION INDEX TEST		
(MEGOHMS)	INCOMING:	CORRECTED TO 40C
0.5 MIN	49,200	-
1 MIN	83,700	65,286
2 MIN	143,200	-
3 MIN	188,800	-
4 MIN	231,300	-
5 MIN	271,600	-
6 MIN	286,100	-
7 MIN	308,000	-
8 MIN	352,600	-
9 MIN	365,900	-
10 MIN	414,000	322,920
VALUE = 10MIN/1MIN		
VALUE	4.95	

INCOMING BEARING INFORMATION	
D.E. BEARING MFG	D.E. BEARING SIZE
SKF	6219 Z C/3
O.D.E. BEARING MFG	O.D.E. BEARING SIZE
SKF	29426 E

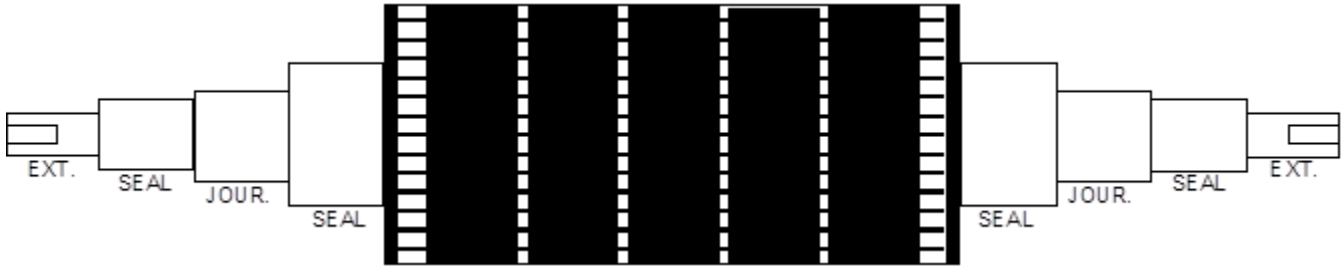
# OF STATOR SLOTS	72
# OF ROTOR BARS	58

Attachment: 25204 - St. Joseph High Service #3 - AC VERTICAL INSPECTION REPORT (10309 : High Service Pump #3 Motor Rebuild)





INCOMING ROTOR RUN-OUTS:								
EXT.	SEAL	JOURNAL	SEAL	IRON	SEAL	JOURNAL	SEAL	EXT.
.001	N/A	0	.001	N/A	.001	N/A	N/A	.001



**VISUAL INSPECTION**

TERMINAL BOX INTEGRITY: GOOD  DAMAGED  N/A

FRAME INTEGRITY: GOOD  DAMAGED  N/A

DAMAGED OR MISSING FRAME OR BEARING HOUSING PARTS: YES  NO  N/A

EVIDENCE OF SHAFT CRACKS; DYE PENETRANT: GOOD  BAD  N/A

CHECK SHAFT FOR SIGNS OF:  FRETTING  FLUTING  FROSTING  SCORING  GOOD  N/A

GROWLER ROTOR FOR CRACKS: GOOD  BAD  # OF BARS OPEN 0

BAR CONDITION: GOOD  BAD  OPEN  ARCING  LOOSE  BENT  DISCOLORED  LIFTED

SHORTING RINGS CONDITION: GOOD  CRACKED  OPEN  COLD WELD  RE-WELD  N/A

LAMINATIONS: GOOD  SHORTED  ARCING  LOOSE  CRYSTALIZED  % BAD           

LAMINATION FIT TO SHAFT: GOOD  LOOSE  CRACKED WELDS  OTHER           

RETAINER RINGS: GOOD  LOOSE FIT  DISCOLORED  N/A

ROTOR TYPE: SINGLE BAR  DOUBLE BAR  COPPER ALLOY  ALUMINUM ALLOY

INTERNAL FANS: GOOD  LOOSE FIT  CRACKED BLADES  DISTORTED  BENT  N/A

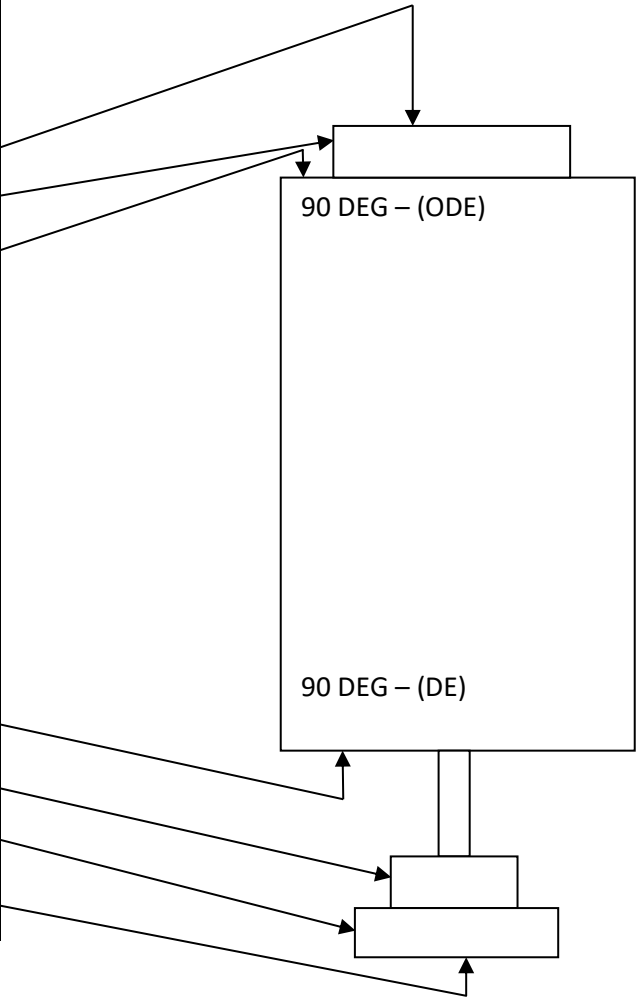
EXTERNAL FANS : GOOD  LOOSE FIT  CRACKED BLADES  DISTORTED  BENT  N/A

CHECK FAN COVER INTEGRITY: GOOD  BAD

Attachment: 25204 - St. Joseph High Service #3 - AC VERTICAL INSPECTION REPORT (10309 : High Service Pump #3 Motor Rebuild)



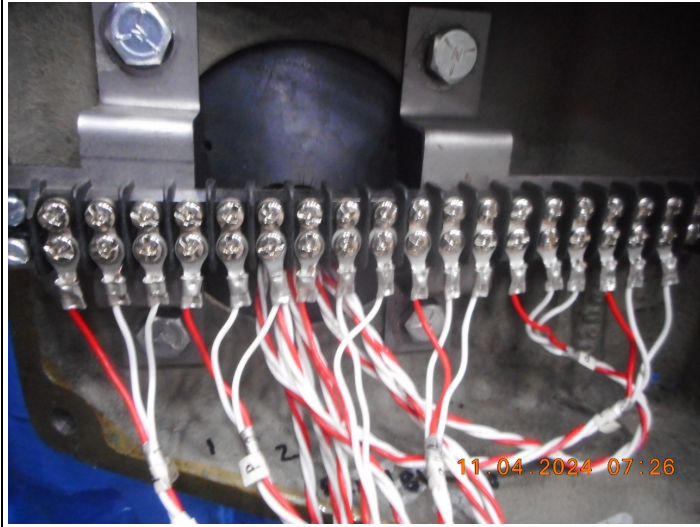
VERTICAL RUN-OUTS:	
	INCOMING
TOP CARRIER FACE	.006
CARRIER O.D.	.002
RABBIT FLANGE	N/A
MEASURE TOP LOCK NUT END OF SHAFT TO CARRIER FACE LOCK NUT	1.125 pics taken
MEASURE FACE OF COUPLING OR END OF SHAFT TO RABBIT FIT.	5.125
RABBIT FIT	.002
RABBIT FACE	.003
COUPLING RUN-OUT	.002
COUPLING RUN -OUT	.002
COUPLING FACE	.005



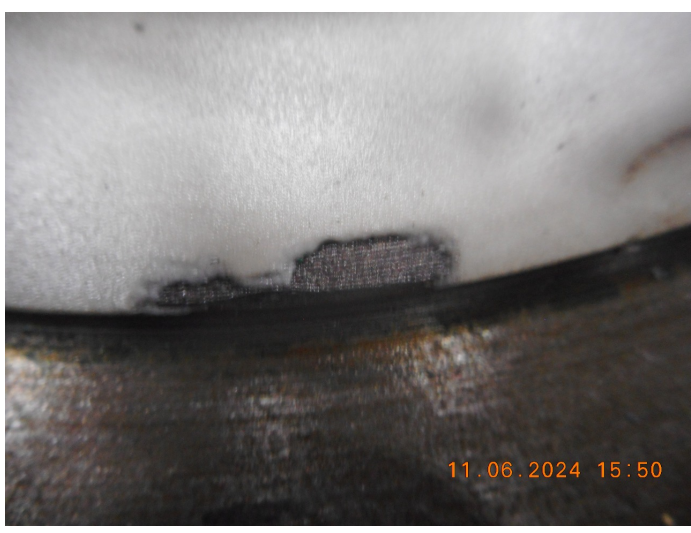
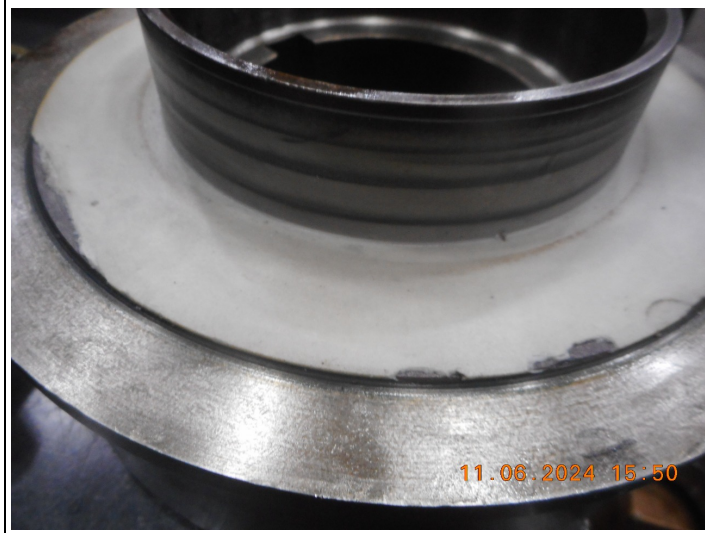
Notes:

Attachment: 25204 - St. Joseph High Service #3 - AC VERTICAL INSPECTION REPORT (10309 : High Service Pump #3 Motor Rebuild)

INCOMING PICTURES



Attachment: 25204 - St. Joseph High Service #3 - AC VERTICAL INSPECTION REPORT (10309 : High Service Pump #3 Motor Rebuild)



Attachment: 25204 - St. Joseph High Service #3 - AC VERTICAL INSPECTION REPORT (10309 : High Service Pump #3 Motor Rebuild)

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Tim Zebell, City Engineer

**RE:** Category B Grant - MDOT Contract

**MEETING DATE:** December 9, 2024

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Staff is requesting City Commission approval of a Resolution for the Michigan Department of Transportation (MDOT) Contract for the St. Joseph Drive and Midway Avenue Resurfacing Project. The project limits include St. Joseph Drive from Niles Avenue to South State Street, and Midway Avenue, also from Niles Avenue to South State Street. The project scope includes asphalt resurfacing of both roadways; up to \$ 97,800 of the \$195,600 in eligible roadway costs will be covered by the Category B grant. The resurfacing work consists of a one-course mill and overlay of hot mix asphalt (HMA) pavement over the limits of Midway Avenue described above. St. Joseph Drive will also be milled and resurfaced from Niles Avenue to Division Street, the section from Division Street to South State Street is concrete pavement and will be overlaid with asphalt.

The contract contains standard boiler-plate MDOT language, and is similar to contracts the City has approved numerous times before.

MDOT requires the Commission to authorize two individuals to sign the contract on the City's behalf and this has typically been the City Manager and City Clerk in the past. Therefore, staff recommends the City Commission, consider approving the Resolution for St. Joseph Drive and Midway Avenue Resurfacing Project MDOT Contract and authorizing City Manager Hackworth and City Clerk Bishop to sign the agreement on behalf of the City.

*Action Requested:* please consider, as part of the consent agenda, approval of the Resolution for the St. Joseph Drive and Midway Avenue Resurfacing Project MDOT Contract 24-5451 and authorize the City Manager and City Clerk to sign the agreement on behalf of the City.

**ATTACHMENTS:**

- 221207\_24-5451 (PDF)

**CATEGORY B GRANT - MDOT CONTRACT**

**APPROVAL OF MDOT CONTRACT 24-5451/JOB NO. 221207CON  
ST. JOSEPH DRIVE AND MIDWAY AVENUE RESURFACING PROJECT**

WHEREAS, the City of St. Joseph is engaged in a resurfacing project referred to as the St. Joseph Drive and Midway Avenue Resurfacing Project (“Project”), and

WHEREAS, state funds will be provided for performance of certain improvements to the Project, such funds being managed and administered by the Michigan Department of Transportation Commission (“MDOT”); and

WHEREAS, the City and MDOT have reached an agreement regarding performance and funding of the Project as set forth in MDOT Contract 24-5451/Job Number 221207CON.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission approves the agreement between the City of St. Joseph and the Michigan Department of Transportation Commission (MDOT Contract 24-5451/Job Number 221207CON) to resurface St. Joseph Drive from Niles Avenue to South State Street, and Midway Avenue from Niles Avenue to South State Street, in the City of St. Joseph and authorize the City Manager and City Clerk to sign the agreement on the City’s behalf.

Adopted this 9<sup>th</sup> day of December, 2024.

BY: \_\_\_\_\_  
Emily W.N. Hackworth, City Manager

ATTEST: \_\_\_\_\_  
Abby Bishop, City Clerk

TED (B)  
NON FED

COM  
Control Section EDB 11000  
Job Number 221207CON  
Contract No. 24-5451

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF ST. JOSEPH, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in St. Joseph, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated October 24, 2024, attached hereto and made a part hereof:

PART A – STATE PARTICIPATION

Hot mix asphalt cold milling and resurfacing along St. Joseph Drive from Washington Avenue to Division Street, and along Midway Avenue from Niles Avenue to South State Street; and hot mix asphalt overlay along St. Joseph Drive from Division Street to South State Street; and all together with necessary related work.

PART B – NO STATE PARTICIPATION

Watermain lead service line replacements along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 9(1)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "B" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

01/23/03 TEDDIR.FOR 10/24/24

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT may make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.

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- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.
- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
  - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.
- The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.
- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications

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and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project manager who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:
- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
  - (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
  - (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

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5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category B shall be applied to the eligible items of the PART A portion of the PROJECT COST up to an amount not to exceed the lesser of: (1) 50 percent of the approved and responsible low bid amount, or (2) \$97,800, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

PART B

The PART B portion of the PROJECT COST is not eligible for TED FUNDS and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PART A portion of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 50 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of

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expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

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7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #682 shall be forfeited back to the DEPARTMENT.

9. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

11. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

13. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated

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regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

14. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

15. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

Attachment: 221207\_24-5451 (10315 : Category B Grant - MDOT Contract)

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16. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ST. JOSEPH

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
*for* Department Director MDOT

By \_\_\_\_\_  
Title:



Attachment: 221207\_24-5451 (10315 : Category B Grant - MDOT Contract)

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October 24, 2024

EXHIBIT I

CONTROL SECTION EDB 11000  
JOB NUMBER 221207CON

ESTIMATED COST

Estimated PROJECT COST

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Contracted Work	\$195,600	\$ 60,850	\$256,450

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$195,600	\$ 60,850	\$256,450
Less TED FUNDS*	<u>\$ 97,800</u>	<u>\$ 0</u>	<u>\$ 97,800</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 97,800	\$ 60,850	\$158,650

NO DEPOSIT

\*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

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Attachment: 221207\_24-5451 (10315 : Category B Grant - MDOT Contract)

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Ben Reynnells, Finance Director

**RE:** Audit Report - June 30, 2024

**MEETING DATE:** December 9, 2024

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The CPA firm Lauterbach & Amen, LLP has completed an audit of the City of St. Joseph's financial statements for the year ending June 30, 2024. There is also a report for the Retirement System Financial Statements that includes a schedule of the employer allocations.

On December 9 at 3:00 p.m., the Audit Committee - Commissioner Sarola and Commissioner Fernandez, along with Finance Director Reynnells, City Manager Hackworth, City Attorney Schmidt, and Assistant City Manager Zebell - reviewed the draft statements with auditor Jamie Wilkey.

The ending fund balance for the combined General Fund and Budget Stabilization Fund was \$5,933,227 at June 30, 2024.

General Fund expenditures for the year included a transfer out to the Capital Improvement Fund of \$1,052,300, the Local Streets Fund of \$225,000, the Lighthouse Fund of \$25,000, and the Band Fund of \$1,690. The transfer to the Band Fund was to correct cash receipts incorrectly coded to the General Fund from prior years.

*Action Requested:* Receive report.

**ATTACHMENTS:**

- L&A Commission Presentation 6-30-2024 (PDF)



Lauterbach & Amen



CITY OF  
*St. Joseph*  
MICHIGAN

# City of St. Joseph, Michigan

Audit Presentation for the Fiscal Year Ended June 30, 2024

Jamie L. Wilkey, Partner

Actuarial Services

Audit Services

Client Accounting &  
Advisory Services

Pension Services

Tax Services

# City of St. Joseph, Michigan

Fiscal Year Ended June 30, 2024 Audit Results

- Unmodified “Clean” Audit opinions issued
  - City Financial Statements
  - Employees’ Retirement System Financial Statements
- Two Communication Letters also Issued with the Audit
  - SAS 114 Letter – Required communications to the Commission
  - Management Letter – L&A’s opportunity to provide feedback on housekeeping items, best practices, as well as new compliance standards in the future

# City of St. Joseph, Michigan

Fiscal Year Ended June 30, 2024 Audit Results

- **Governmental Funds Results (Audit Page 28)**
  - Increase in fund balance of \$2.0 million in comparison to the prior year, primarily from performance in the General and Street Improvement Funds
- **General Fund Results (Audit Page 27)**
  - Ending fund balance of \$5.9 million, which represents approximately 57 percent of total General Fund expenditures (excluding transfers), or approximately 6.8 months of General Fund operating costs
- **Enterprise Funds Results (Audit Page 32)**
  - Includes the City's Sewer, Water, City Water and Marina Funds
  - Increase in net position of \$4.1 million (excluding final adjustment for investment in Joint Venture)
  - Similar to last year, City Water and Marina Funds reported operating losses

# City of St. Joseph, Michigan

Fiscal Year Ended June 30, 2024 Audit Results

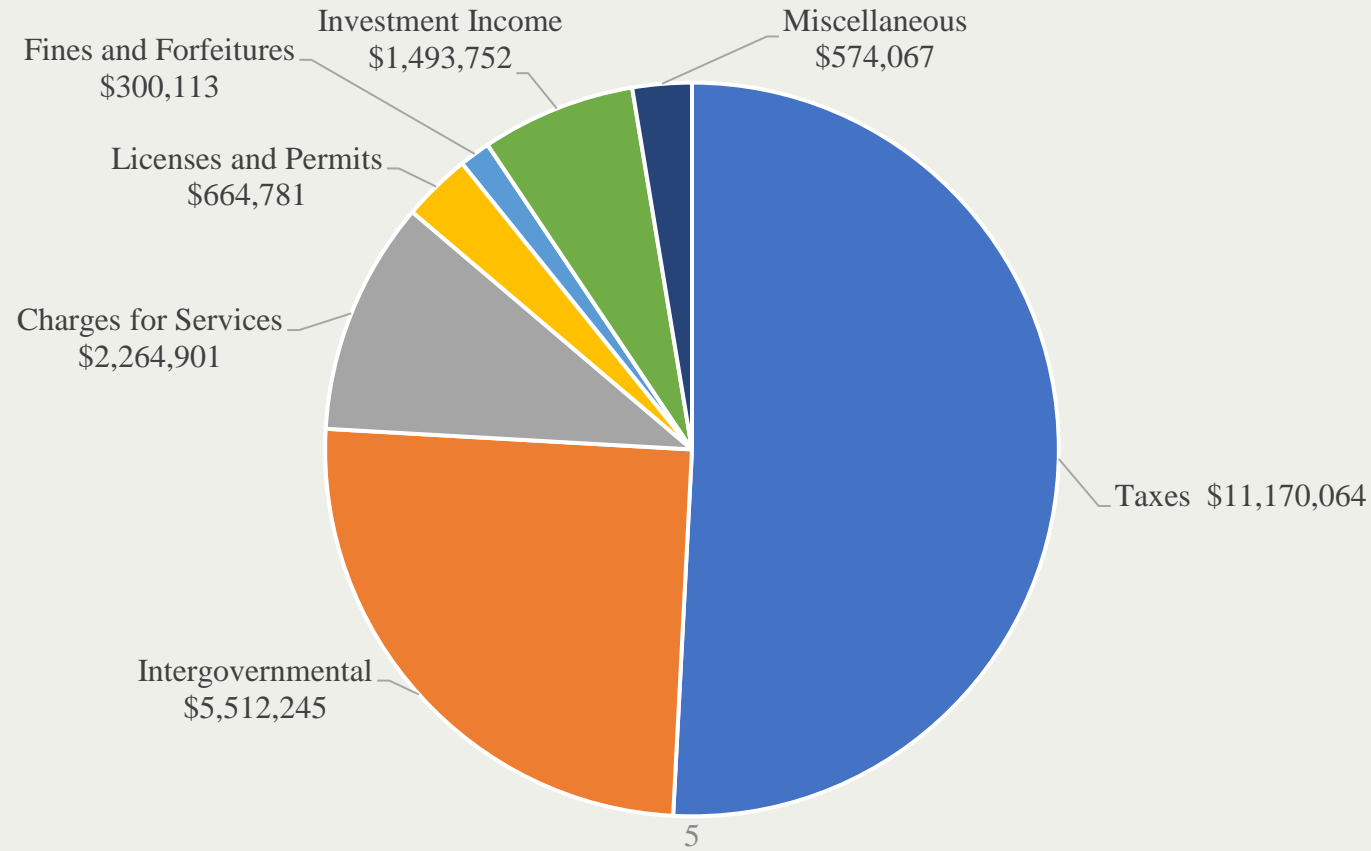
- Capital Asset Activity (Audit Page 16)
  - The City continued making capital asset investments during the fiscal year
  - \$15.3 million in new capital assets were purchased during the year
  - Net capital assets for the City increased from \$107.9 million to \$119.5 million
- Long-Term Debt Activity (Audit Page 17)
  - The City paid down \$300,000 in general obligation debt during the year
  - The City recognized new revenue bond proceeds to fund capital assets, so revenue bonds increased from \$33.2 million outstanding to \$41.4 million outstanding
- Pension and OPEB Results
  - Employees' Retirement System-Net Pension Liability of \$7.1 million (Audit Page 79)
  - OPEB-Total OPEB Liability of \$1.6 million (Audit Page 81)



# City of St. Joseph, Michigan

## Fiscal Year Ended June 30, 2024 Audit Results

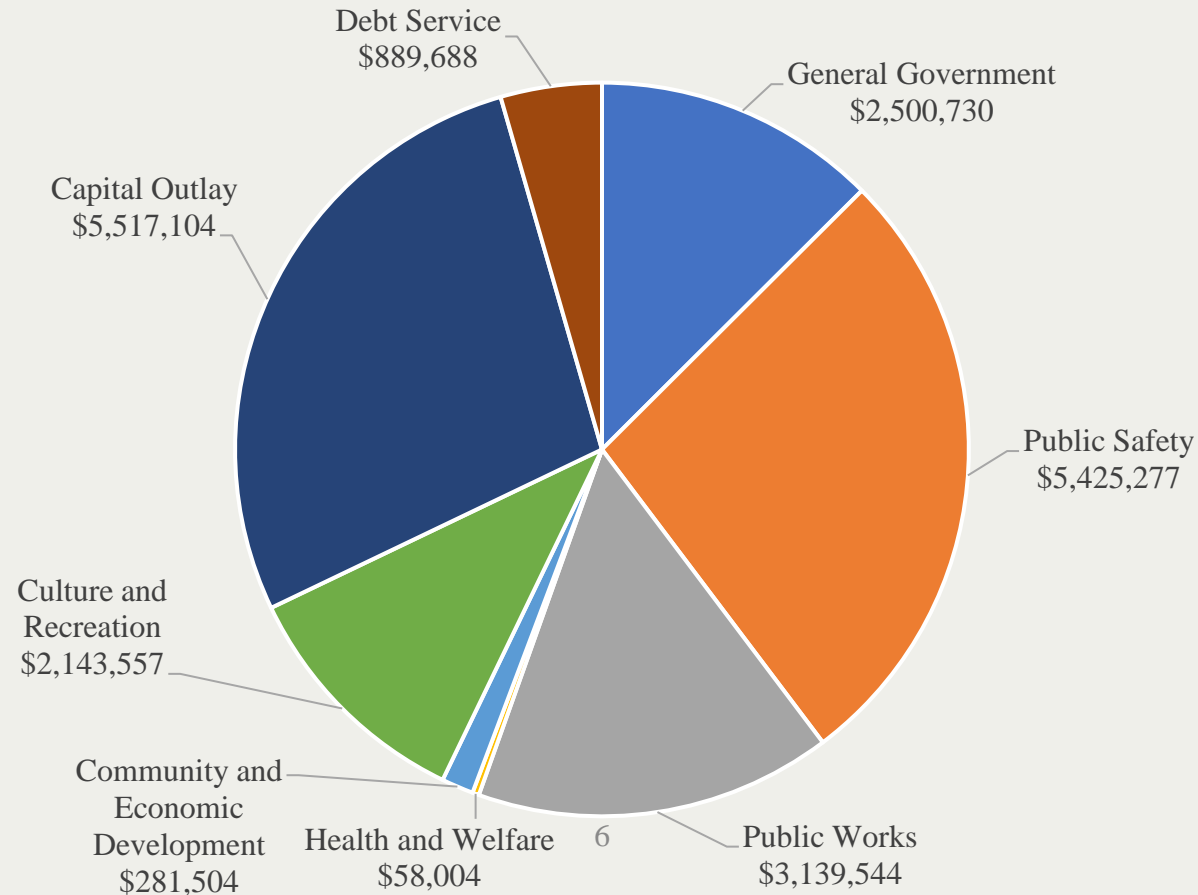
- **Governmental Funds Revenue - \$22.0 million total**



# City of St. Joseph, Michigan

## Fiscal Year Ended June 30, 2024 Audit Results

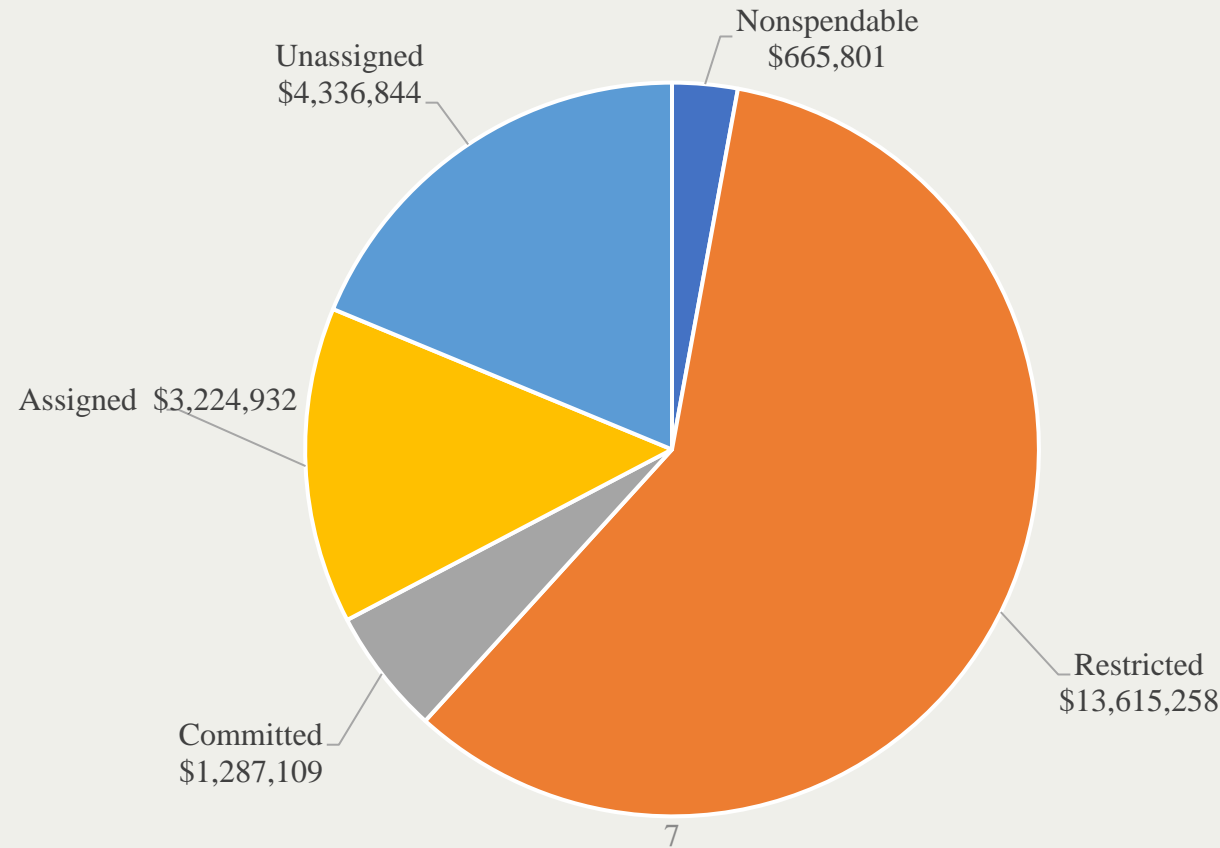
- Governmental Funds Expenditures - \$20.0 million total



# City of St. Joseph, Michigan

Fiscal Year Ended June 30, 2024 Audit Results

- Governmental Funds Fund Balance - \$23.1 million total



# City of St. Joseph, Michigan

Fiscal Year Ended June 30, 2024 Audit Results

- General Fund Results (Audit Page 27)

	Original Budget	Final Budget	Actual	Variance with Final Budget
Total Revenues	\$12,127,000	\$12,127,000	\$12,794,362	\$667,362
Total Expenditures	\$10,536,200	\$11,026,200	\$10,449,383	\$576,817
Revenue Over Expenditures	\$1,590,800	\$1,100,800	\$2,344,979	\$1,244,179
Other Financing Sources/(Uses)	(\$599,000)	(\$1,304,000)	(\$1,301,639)	\$2,361
Change in Fund Balance	\$991,800	(\$203,200)	\$1,043,340	\$1,246,540

# City of St. Joseph, Michigan

Fiscal Year Ended June 30, 2024 Audit Results

- Enterprise Funds Results (Audit Page 32)

	Sewer Fund	Water Fund	City Water Fund	Marina Fund
Total Operating Revenues	\$2,819,705	\$7,322,776	\$1,194,538	\$888,751
Total Operating Expenses	\$2,109,482	\$6,267,934	\$2,542,003	\$1,084,656
Operating Income/(Loss)	\$710,223	\$1,054,842	(\$1,347,465)	(\$195,905)
Nonoperating Revenues/(Expenses)	\$436,528	\$2,503,585	\$879,966	\$42,074
Change in Net Position	\$1,146,751	\$3,558,427	(\$467,499)	(\$153,831)

# City of St. Joseph, Michigan

Fiscal Year Ended June 30, 2024 Audit Results

- Pension and OPEB Results (Audit Pages 79 and 82)

	Employee Retirement System	Other Post Employment Benefit
Total Liability – Beginning	\$68,148,824	\$1,555,904
Total Liability – Ending	\$74,375,188	\$1,417,149
Plan Assets – Beginning	\$62,831,268	\$0
Plan Assets – Ending	\$67,320,868	\$0
City’s Net Liability	\$7,054,320	\$1,417,149
Percent Funded Current Year	90.52%	0.00%
Percent Funded Prior Year	92.20%	0.00%



Lauterbach & Amen

# Questions?

Jamie L. Wilkey, Partner  
Lauterbach & Amen  
[jwilkey@lauterbachamen.com](mailto:jwilkey@lauterbachamen.com)

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Emily Hackworth, City Manager

**RE:** Establishment of OPRA District

**MEETING DATE:** December 9, 2024

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The Mayor will open the Public Hearing for the purpose of hearing comments from the owners of property within the proposed district, residents, taxpayers, and the public prior to the City Commission considering whether to establish an Obsolete Property Rehabilitation District ("OPRA") for the property at 500 Main Street.

On November 18, 2024, the City Commission heard a presentation from Andrew Haan, Cornerstone Alliance's Vice President of Business Development, on the Obsolete Property Rehabilitation Act ("OPRA"). Haan has been working with the owners of 500 Main Street, and believes this is the only financial tool available to them to rehabilitate the former Library building into a boutique hotel. Haan discussed the tax incentive program purpose is to encourage property owners to rehabilitate older buildings into vibrant commercial and mixed use developments.

After hearing the presentation, the Commission voted to schedule a public hearing on the establishment of an OPRA District for the property at 500 Main Street for December 9, 2024.

Notice of the Public Hearing was published in the Herald Palladium on November 30, 2024, and written notice was sent by certified mail to all owners of the property within the proposed district on November 27, 2024 as required by PA 146 of 2000.

Once the OPRA District is established, a property owner within the District can file an application for an OPRA certificate to freeze the taxable value of the property at its current level for up to 12 years, allowing investment into the building without increasing the taxable value.

Establishing a District does not require the City Commission to approve a requested certificate, but it is necessary to establish a District before a certificate can be granted. Separate public hearings are required for each, but they can be held at the same meeting. A certificate is not effective until it is approved by the State.

Upon conclusion of the public hearing, the Mayor will entertain a motion to Close the Public Hearing, then continue on to the next agenda item: Resolution to Establish an Obsolete Property Rehabilitation District for the property at 500 Main Street.

**ATTACHMENTS:**

- 2015\_OPRA\_FAQs\_Final2 (PDF)



Action Item (ID # 10335)

Meeting of December 9, 2024

- mcl-Act-146-of-2000 (PDF)
- Assessors Letter of Obsolescence (PDF)

Frequently Asked Questions  
 Obsolete Property Rehabilitation Act  
 (PA 146 of 2000, as amended)

The following frequently asked questions are being provided as a service to assessors and taxpayers to better inform them about the administration of Public Act 146 of 2000, MCL 125.2781 *et seq.*, as amended.

**Note: The information contained in these frequently asked questions constitutes an analysis of one or more statutes and not legal advice. Since the analysis is limited to general statutory requirements, individual facts may result in different conclusions being reached. Therefore, individuals may wish to consult legal counsel.**

**1. What is an Obsolete Property Rehabilitation Exemption?**

The Obsolete Property Rehabilitation Act, PA 146 of 2000, MCL 125.2781 *et seq.*, as amended, provides a property tax exemption for commercial and commercial housing properties that are rehabilitated and meet the requirements of the Act. Properties must meet eligibility requirements. The property must be located in an established Obsolete Property Rehabilitation District.

Exemptions are approved for a term of 1-12 years as determined by the local unit of government. The property taxes for the rehabilitated property are based on the previous year's (prior to rehabilitation) taxable value. The taxable value is frozen for the duration of the exemption. Additionally, the State Treasurer may approve reductions of half of the school operating and state education taxes for a period not to exceed 6 years for 25 applications annually. Applications are filed, reviewed and approved by the local unit of government, but are also subject to review at the State level by the Property Services Division. The State Tax Commission (STC) is responsible for final approval and issuance of OPRA certificates. Exemptions are not effective until approved by the STC.

Obsolete Property Rehabilitation Exemption Certificates applications are available from the Michigan Department of Treasury at: [www.michigan.gov/propertytaxexemptions](http://www.michigan.gov/propertytaxexemptions)

**2. Who establishes an Obsolete Property Rehabilitation District?**

The legislative body of a "qualified local governmental unit" may establish an Obsolete Property Rehabilitation District on its own initiative or upon a written request filed by the owner(s) of property comprising at least 50% of all taxable value of the property located within the proposed Obsolete Property Rehabilitation District. See question 26 for an explanation of what constitutes a "qualified local governmental unit."

**3. What are the requirements for the formation of an Obsolete Property Rehabilitation District?**

An Obsolete Property Rehabilitation District may consist of one or more parcels or tracts of land or a portion of a parcel or tract of land, provided that the parcel or tract is either of the following:

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- a. Obsolete property in an area characterized by obsolete commercial property or commercial housing property.
- b. Obsolete property that is commercial property that was owned by the local governmental unit on June 6, 2000 and was later conveyed to a private owner.

Before adopting a resolution establishing an Obsolete Property Rehabilitation District, the local governmental unit must give written notice by certified mail to the owners of all real property within the proposed Obsolete Property Rehabilitation District and shall afford an opportunity for a hearing on the establishment of the Obsolete Property Rehabilitation District. Any of the owners and any other resident or taxpayer of the qualified local governmental unit may appear at the hearing and be heard. The legislative body shall give public notice of the hearing not less than 10 days or more than 30 days before the date of the hearing.

Following the public hearing, the legislative body of the qualified local governmental unit may establish an Obsolete Property Rehabilitation District by resolution. The resolution must set forth a finding and determination that the district meets the requirements of the Act. A sample resolution can be found at: [www.michigan.gov/propertytaxexemptions](http://www.michigan.gov/propertytaxexemptions).

**4. How do I apply for an Obsolete Property Rehabilitation Exemption Certificate?**

Applications for Obsolete Property Rehabilitation Exemption Certificates are filed with the local governmental unit by the owner of the property.

File two (2) copies of the completed application and all attachments with the clerk of the local governmental unit where the property is located. The property must meet the following requirements:

- a. The property must be located within a “qualified local governmental unit” as defined by MCL 125.2782(k).
- b. The property must be located within an “obsolete property rehabilitation district” as defined by MCL 125.2782(i)
- c. The property must be “commercial housing property” or “commercial property” as defined by MCL 125.2782(a-b).
- d. The property has been determined by the assessor to be “obsolete property” as defined by MCL 125.2782(h).
- e. The project must meet the definition of “rehabilitation” in MCL 125.2782(l).

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**5. What documents must accompany an application for an Obsolete Property Rehabilitation Exemption Certificate?**

- a. A certified copy of the resolution approving the application with all required statements.
- b. Answers to questions (a) through (f) from the instructions of the application:
  - a) General description of the obsolete facility including the year built, original use, most recent use, number of stories, and square footage.
  - b) General description of the proposed use of the rehabilitated facility.
  - c) Description of the general nature and extent of the rehabilitation to be undertaken.
  - d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility.
  - e) A time schedule for undertaking and completing the rehabilitation of the facility.
  - f) A statement of the economic advantages expected from the exemption.
- c. A legal description of the obsolete property.
- d. A statement of obsolescence signed by the assessor of record with the STC
- e. A building permit, if construction has started on the project.
- f. A contractor's bid or itemized list of costs matching the investment amount reported on the first page of the application.

**6. What does the local governmental unit need to do upon receipt of an Obsolete Property Rehabilitation Exemption Certificate Application?**

Upon receipt of an application for an Obsolete Property Rehabilitation Exemption Certificate, the clerk of the qualified local governmental unit shall notify, in writing, the assessor and the legislative body of each taxing unit that levies ad valorem property taxes in the qualified local governmental unit in which the obsolete facility is located.

The assessor must inspect the qualified facility, find that the property is obsolete, and file a written statement of obsolescence with the qualified local governmental unit. Before acting on the application, the qualified local governmental unit must hold a hearing on the application and give notice to the applicant, assessor, a representative of the affected taxing units, and the general public. This hearing must be held separately from the hearing on the establishment of the Obsolete Property Rehabilitation District.

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Not more than 60 days after receiving an application, the qualified local governmental unit must approve or disapprove the application by resolution. A sample resolution, with all required statements, can be found at: [www.michigan.gov/propertytaxexemptions](http://www.michigan.gov/propertytaxexemptions).

**7. What requirements for an Obsolete Property Rehabilitation Exemption Certificate must be met to gain approval at the local governmental unit level?**

An applicant seeking an Obsolete Property Rehabilitation Exemption Certificate must meet the following qualifications:

- a. The commencement of the rehabilitation of the facility does not occur before the establishment of the obsolete property rehabilitation district.
- b. The application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of this act and that shall be situated within an obsolete property rehabilitation district established in a qualified local governmental unit.
- c. Completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated.
- d. The applicant states, in writing, that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.
- e. The applicant is not delinquent in the payment of any taxes related to the facility.

**8. What happens if the qualified local governmental unit approves the application?**

If the qualified local governmental unit approves the application, the clerk must forward a copy of the application and resolution to the STC.

**9. What happens if the qualified local governmental unit disapproves the application?**

If the local governmental unit disapproves the application, the reason for disapproval must be set forth in writing in the resolution, and the clerk must send a copy of the resolution to the applicant and assessor by certified mail.

**10. Are there provisions in the application process that are time sensitive?**

Yes. State Tax Commission Rule 209.91(2) states that “[a]ll complete applications for obsolete property rehabilitation act exemption received through October 31 shall receive consideration and action by the commission before December 31. An application received

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on or after November 1 shall be considered by the commission contingent upon staff availability.”

**11. What does the STC do when it receives an application and resolution from the clerk of the qualified local governmental unit?**

The STC reviews the application for completeness and compliance with the statute. If the application is incomplete, staff sends a letter requesting the missing information. Once the application is complete, the STC is required to either approve or disapprove the application within 60 days as required by MCL 125.2786(1). If the application is approved, the STC issues an Obsolete Property Rehabilitation Exemption Certificate, and it is effective December 31<sup>st</sup> immediately following the date of issuance by the STC.

**12. Who determines if a facility qualifies for an Obsolete Property Rehabilitation Exemption Certificate?**

Initially, that determination is made when the application is filed and reviewed by the local governmental unit. However, the local governmental unit’s determination is reviewed and either approved, modified, or denied by the STC.

**13. Can a decision of the STC regarding an Obsolete Property Rehabilitation Exemption Certificate be appealed?**

Yes. A party aggrieved by the issuance, refusal to issue, revocation, transfer or modification of an Obsolete Property Rehabilitation exemption may appeal a final decision of the STC by filing a petition with the Michigan Tax Tribunal, [www.michigan.gov/taxtrib](http://www.michigan.gov/taxtrib), within 35 days. MCL 205.735a(6).

**14. What is the term of an Obsolete Property Rehabilitation Exemption Certificate?**

The certificate may be issued for a period of at least one year, but not more than 12 years. The total amount of time determined for the certificate, including any extensions, shall not exceed 12 years after the completion of the rehabilitated facility. If the certificate is approved for less than 12 years, the local governmental unit must either set forth the factors, criteria, and objectives for extension or state that no extension will be permitted in the resolution approving the application. The certificate shall commence with its effective date and end on the December 30<sup>th</sup> immediately following the last day of the number of years approved.

**15. What determines the starting date of an Obsolete Property Rehabilitation Exemption Certificate?**

The effective date of the certificate is December 31<sup>st</sup> immediately following the date of issuance of the certificate by the STC.

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**16. What is the State Treasurer’s Exclusion?**

In accordance with MCL 125.279, within 60 days after the granting of an Obsolete Property Rehabilitation Exemption Certificate, the State Treasurer may exempt 50% of the mills levied for local school operating purposes and for the State Education Tax for a period not to exceed six years. The statute permits the State Treasurer to grant no more than 25 exclusions annually.

In order to be considered for the exclusion, the applicant must check the box on page one of the *Application for Obsolete Property Rehabilitation Exemption Certificate* (Form 3674), at the time that the application is filed with the qualified local governmental unit.

**17. How is the tax computed on a rehabilitated facility?**

A specific tax, known as the obsolete properties tax, is levied upon every owner of a rehabilitated facility to which an Obsolete Property Rehabilitation Exemption Certificate is issued. MCL 125.2790(1).

Calculating the obsolete properties tax is a two-step process:

First, multiply the total mills levied as ad valorem taxes for that year by all taxing units by the taxable value of the real property (excluding land) for the tax year immediately preceding the effective date of the Obsolete Property Rehabilitation Exemption Certificate.

Second, multiply the local school operating and State Education Tax mills by the difference between the taxable value of the real property (excluding land) for the current tax year and the taxable value of the real property (excluding land) for the tax year immediately preceding the effective date of the exemption. If the certificate was granted a State Treasurer’s Exclusion, as explained by question 16, calculate the mills levied for local school operating purposes and for the State Education Tax at 50% for the period of the exclusion.

**18. Are special assessment millage rates impacted by the granting of an Obsolete Property Rehabilitation Exemption Certificate?**

Special assessment millage rates may be impacted. Millage-based special assessments levied under Public Act 33 of 1951 do not apply to property with an Obsolete Property Rehabilitation Act exemption. However, the special assessment would still be applicable to the land on which the Obsolete Property Rehabilitation Act exemption property is located. Conversely, for millage-based special assessments levied under public acts other than Public Act 33 of 1951, property with an Obsolete Property Rehabilitation Act exemption pays on the full special assessment millage rate, the same as any “ad valorem” property.

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**19. Can an Obsolete Property Rehabilitation Exemption Certificate be transferred?**

Yes. “A certificate may be transferred and assigned by the holder of the certificate to a new owner of the rehabilitated facility if the qualified local governmental unit approves the transfer after application by the new owner.” MCL 125.2793.

**20. Can a Obsolete Property Rehabilitation Exemption Certificate be revoked?**

Yes. The legislative body of the qualified local governmental unit may, by resolution, revoke the Obsolete Property Rehabilitation Exemption Certificate of a facility if it finds that the completion of rehabilitation of the facility has not occurred within the time authorized by the legislative body in the exemption certificate or a duly authorized extension of that time or if the certificate holder has not proceeded in good faith with the operation of the rehabilitated facility in a manner consistent with the purposes of the Act and in the absence of circumstances that are beyond the control of the holder of the exemption certificate. MCL 125.2792(1).

In addition, The holder of an Obsolete Property Rehabilitation Certificate may send, by certified mail, a request to revoke the certificate to the “qualified local governmental unit.” Upon receipt of the request, the legislative body of the local governmental unit may, by resolution, revoke the certificate. MCL 125.2792(2).

**21. When does the revocation of an Obsolete Property Rehabilitation Exemption Certificate take effect?**

The revocation of an Obsolete Property Rehabilitation Exemption Certificate is effective on December 31<sup>st</sup> of the year in which the local governmental unit resolves to revoke the certificate.

**22. Can a revoked Obsolete Property Rehabilitation Exemption Certificate be reinstated?**

Yes. Pursuant to MCL 125.2792(3), a revoked Obsolete Property Rehabilitation Certificate may be reinstated under two circumstances. If the holder of the revoked certificate is requesting reinstatement, they must submit a written request to the qualified local governmental unit and the STC. If a subsequent owner is requesting reinstatement of a revoked certificate, they must file an application with the qualified local governmental unit.

If the legislative body of the qualified local governmental unit submits a resolution of concurrence to the STC, and the facility continues to qualify under the Act, a revoked Obsolete Property Rehabilitation Exemption Certificate may be reinstated by the STC.



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**23. What is the definition of “commercial property”?**

MCL 125.2782(b) defines “commercial property” as:

“. . . land improvements classified by law for general ad valorem tax purposes as real property including buildings and improvements assessable as real property pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206; MCL 211.8 and 211.14, the primary purpose and use of which is the operation of a commercial business enterprise. Commercial property shall also include facilities related to a commercial business enterprise under the same ownership at that location, including, but not limited to, office, engineering, research and development, warehousing, parts distribution, retail sales, and other commercial activities. Commercial property also includes a building or group of contiguous buildings previously used for industrial purposes that will be converted to the operation of a commercial business enterprise or a multiple-unit dwelling or a dwelling unit in a multiple-purpose structure, used for residential purposes. Commercial property **does not** include any of the following: land or property of a public utility” (emphasis added).

**24. What is the definition of “commercial housing property”?**

MCL 125.2782(a) defines “commercial housing property” as:

“. . . that portion of real property not occupied by an owner of that real property that is classified as residential real property under section 34c of the general property tax act, 1893 PA 206, MCL 211.34c, is a multiple-unit dwelling, or is a dwelling unit in a multiple-purpose structure, used for residential purposes. Commercial housing property also includes a building or group of contiguous buildings previously used for industrial purposes that will be converted to a multiple-unit dwelling or dwelling unit in a multiple-purpose structure, used for residential purposes.”

**25. What is the definition of “obsolete property”?**

MCL 125.2782(h) defines “obsolete property” as:

“. . . commercial property or commercial housing property that is 1 or more of the following:

- i. Blighted, as that term is defined in section 2 of the brownfield redevelopment financing act, 1996 PA 381; MCL 125.2652;

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- ii. A facility as that term is defined under section 20101 of the natural resources and environmental protection act, 1994 PA 451; MCL 324.20101; and
- iii. Functionally obsolete.”

**26. What is the definition of a “qualified local governmental unit?”**

A “qualified local governmental unit” is a city, township, or village that meets the statutory requirements of MCL 125.2782(k). Each year, the STC publishes a list of “qualified local governmental units,” which can be found here: [https://www.michigan.gov/documents/taxes/OPRA\\_Qualified\\_Local\\_Govt\\_Units\\_2015\\_8\\_25\\_2\\_498400\\_7.pdf](https://www.michigan.gov/documents/taxes/OPRA_Qualified_Local_Govt_Units_2015_8_25_2_498400_7.pdf)

**27. What is the definition of “rehabilitation”?**

“Rehabilitation” is defined by MCL 125.2782(l) as:

“. . . changes to obsolete property other than replacement that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition. Rehabilitation shall not include improvements aggregating less than 10% of the true cash value of the property at commencement of the rehabilitation of the obsolete property.”

**28. What is the definition of a “rehabilitated facility”?**

MCL 125.2782(m) defines a “rehabilitated facility” as:

“. . . commercial property or commercial housing property that has undergone rehabilitation or is in the process of being rehabilitated, including rehabilitation that changes the intended use of the building. A rehabilitated facility **does not** include property that is to be used as a professional sports stadium or casino” (emphasis added).

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**29. What is required of the Local Governmental Unit regarding the yearly status reporting of Obsolete Property Rehabilitation Exemptions to the STC?**

Not later than October 15<sup>th</sup> of each year, the assessor of each qualified local governmental unit containing properties subject to an active Obsolete Property Rehabilitation Exemption Certificate shall file *Assessing Officer Report for Obsolete Property Rehabilitation Exemption* (Form 4770) with the STC. The report must include the current value of the property to which the exemption pertains, the value on which the obsolete property rehabilitation tax is based, a current estimate of the number of jobs retained or created by the exemption, and a current estimate of the number of new residents occupying commercial housing property units covered by the exemption.

**30. Where can I obtain copies of previously issued Obsolete Property Rehabilitation Exemption Certificates?**

Copies of certificates acted upon by the STC after January 1, 2013 are available on the Department of Treasury website at:

[www.michigan.gov/propertytaxexemptions](http://www.michigan.gov/propertytaxexemptions).

Choose the exemption program under which the certificate was issued. Within the “Certificate Activity” link, the certificates are listed according to the date they were acted upon.

**OBSELETE PROPERTY REHABILITATION ACT**  
**Act 146 of 2000**

AN ACT to provide for the establishment of obsolete property rehabilitation districts in certain local governmental units; to provide for the exemption from certain taxes; to levy and collect a specific tax upon the owners of certain facilities; to provide for the disposition of the tax; to provide for the obtaining and transferring of an exemption certificate and to prescribe the contents of those certificates; to prescribe the powers and duties of certain local government officials; and to provide penalties.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

*The People of the State of Michigan enact:*

**125.2781 Short title.**

Sec. 1. This act shall be known and may be cited as the "obsolete property rehabilitation act".

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

**125.2782 Definitions.**

Sec. 2. As used in this act:

(a) "Commercial housing property" means that portion of real property not occupied by an owner of that real property that is classified as residential real property under section 34c of the general property tax act, 1893 PA 206, MCL 211.34c, is a multiple-unit dwelling, or is a dwelling unit in a multiple-purpose structure, used for residential purposes. Commercial housing property also includes a building or group of contiguous buildings previously used for industrial purposes that will be converted to a multiple-unit dwelling or dwelling unit in a multiple-purpose structure, used for residential purposes.

(b) "Commercial property" means land improvements classified by law for general ad valorem tax purposes as real property including buildings and improvements assessable as real property pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14, the primary purpose and use of which is the operation of a commercial business enterprise. Commercial property shall also include facilities related to a commercial business enterprise under the same ownership at that location, including, but not limited to, office, engineering, research and development, warehousing, parts distribution, retail sales, and other commercial activities. Commercial property also includes a building or group of contiguous buildings previously used for industrial purposes that will be converted to the operation of a commercial business enterprise or a multiple-unit dwelling or a dwelling unit in a multiple-purpose structure, used for residential purposes. Commercial property does not include any of the following:

(i) Land.

(ii) Property of a public utility.

(c) "Commission" means the state tax commission created by 1927 PA 360, MCL 209.101 to 209.107.

(d) "Department" means the department of treasury.

(e) "Facility", except as otherwise provided in this act, means a building or group of contiguous buildings.

(f) "Functionally obsolete" means that term as defined in section 2 of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2652.

(g) "Obsolete properties tax" means the specific tax levied under this act.

(h) "Obsolete property" means commercial property or commercial housing property, that is 1 or more of the following:

(i) Blighted, as that term is defined in section 2 of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2652.

(ii) A facility as that term is defined under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

(iii) Functionally obsolete.

(i) "Obsolete property rehabilitation district" means an area of a qualified local governmental unit established as provided in section 3. Only those properties within the district meeting the definition of "obsolete property" are eligible for an exemption certificate issued pursuant to section 6.

(j) "Obsolete property rehabilitation exemption certificate" or "certificate" means the certificate issued pursuant to section 6.

(k) "Qualified local governmental unit" means 1 or more of the following:

(i) A city with a median family income of 150% or less of the statewide median family income as reported in the 1990 federal decennial census that meets 1 or more of the following criteria:

(A) Contains or has within its borders an eligible distressed area as that term is defined in section 11(u)(ii)

and (iii) of the state housing development authority act of 1966, 1966 PA 346, MCL 125.1411.

(B) Is contiguous to a city with a population of 500,000 or more.

(C) Has a population of 10,000 or more that is located outside of an urbanized area as delineated by the United States bureau of the census.

(D) Is the central city of a metropolitan area designated by the United States office of management and budget.

(E) Has a population of 100,000 or more that is located in a county with a population of 2,000,000 or more according to the 1990 federal decennial census.

(ii) A township with a median family income of 150% or less of the statewide median family income as reported in the 1990 federal decennial census that meets 1 or more of the following criteria:

(A) Is contiguous to a city with a population of 500,000 or more.

(B) All of the following:

(I) Contains or has within its borders an eligible distressed area as that term is defined in section 11(u)(ii) of the state housing development authority act of 1966, 1966 PA 346, MCL 125.1411.

(II) Has a population of 10,000 or more.

(iii) A village with a population of 500 or more as reported in the 1990 federal decennial census located in an area designated as a rural enterprise community before 1998 under title XIII of the omnibus budget reconciliation act of 1993, Public Law 103-66, 107 Stat. 416.

(iv) A city that meets all of the following criteria:

(A) Has a population of more than 20,000 or less than 5,000 and is located in a county with a population of 2,000,000 or more according to the 1990 federal decennial census.

(B) As of January 1, 2000, has an overall increase in the state equalized valuation of real and personal property of less than 65% of the statewide average increase since 1972 as determined for the designation of eligible distressed areas under section 11(u)(ii)(B) of the state housing development authority act of 1966, 1966 PA 346, MCL 125.1411.

(l) "Rehabilitation" means changes to obsolete property other than replacement that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition. Rehabilitation shall not include improvements aggregating less than 10% of the true cash value of the property at commencement of the rehabilitation of the obsolete property.

(m) "Rehabilitated facility" means a commercial property or commercial housing property that has undergone rehabilitation or is in the process of being rehabilitated, including rehabilitation that changes the intended use of the building. A rehabilitated facility does not include property that is to be used as a professional sports stadium. A rehabilitated facility does not include property that is to be used as a casino. As used in this subdivision, "casino" means a casino or a parking lot, hotel, motel, or retail store owned or operated by a casino, an affiliate, or an affiliated company, regulated by this state pursuant to the Michigan gaming control and revenue act, the Initiated Law of 1996, MCL 432.201 to 432.226.

(n) "Taxable value" means the value determined under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000;—Am. 2006, Act 70, Imd. Eff. Mar. 20, 2006.

### **125.2783 Obsolete property rehabilitation districts; creation; conditions; filing written request; notice and hearing; finding and determination.**

Sec. 3. (1) A qualified local governmental unit, by resolution of its legislative body, may establish 1 or more obsolete property rehabilitation districts that may consist of 1 or more parcels or tracts of land or a portion of a parcel or tract of land, if at the time the resolution is adopted, the parcel or tract of land or portion of a parcel or tract of land within the district is either of the following:

(a) Obsolete property in an area characterized by obsolete commercial property or commercial housing property.

(b) Commercial property that is obsolete property that was owned by a qualified local governmental unit on the effective date of this act, and subsequently conveyed to a private owner.

(2) The legislative body of a qualified local governmental unit may establish an obsolete property

rehabilitation district on its own initiative or upon a written request filed by the owner or owners of property comprising at least 50% of all taxable value of the property located within a proposed obsolete property rehabilitation district. The written request must be filed with the clerk of the qualified local governmental unit.

(3) Before adopting a resolution establishing an obsolete property rehabilitation district, the legislative body shall give written notice by certified mail to the owners of all real property within the proposed obsolete property rehabilitation district and shall afford an opportunity for a hearing on the establishment of the obsolete property rehabilitation district at which any of those owners and any other resident or taxpayer of the qualified local governmental unit may appear and be heard. The legislative body shall give public notice of the hearing not less than 10 days or more than 30 days before the date of the hearing.

(4) The legislative body of the qualified local governmental unit, in its resolution establishing an obsolete property rehabilitation district, shall set forth a finding and determination that the district meets the requirements set forth in subsection (1).

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

### **125.2784 Obsolete property rehabilitation exemption certificate; application; filing; contents; hearing; determination of taxable value.**

Sec. 4. (1) If an obsolete property rehabilitation district is established under section 3, the owner of obsolete property may file an application for an obsolete property rehabilitation exemption certificate with the clerk of the qualified local governmental unit that established the obsolete property rehabilitation district. The application shall be filed in the manner and form prescribed by the commission. The application shall contain or be accompanied by a general description of the obsolete facility and a general description of the proposed use of the rehabilitated facility, the general nature and extent of the rehabilitation to be undertaken, a descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, a time schedule for undertaking and completing the rehabilitation of the facility, a statement of the economic advantages expected from the exemption, including the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment, and information relating to the requirements in section 8.

(2) Upon receipt of an application for an obsolete property rehabilitation exemption certificate, the clerk of the qualified local governmental unit shall notify in writing the assessor of the local tax collecting unit in which the obsolete facility is located, and the legislative body of each taxing unit that levies ad valorem property taxes in the qualified local governmental unit in which the obsolete facility is located. Before acting upon the application, the legislative body of the qualified local governmental unit shall hold a public hearing on the application and give public notice to the applicant, the assessor, a representative of the affected taxing units, and the general public. The hearing on each application shall be held separately from the hearing on the establishment of the obsolete property rehabilitation district.

(3) Upon receipt of an application for an obsolete property rehabilitation exemption certificate for a facility located on property that was owned by a qualified local governmental unit on the effective date of this act, and subsequently conveyed to a private owner, the clerk of the qualified local governmental unit, in addition to the other requirements of this section, shall request the assessor of the local tax collecting unit in which the facility is located to determine the taxable value of the property. This determination shall be made prior to the hearing on the application for an obsolete property rehabilitation exemption certificate held pursuant to subsection (2).

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

### **125.2785 Approval or disapproval of resolution; forward copies.**

Sec. 5. The legislative body of the qualified local governmental unit, not more than 60 days after receipt of the application by the clerk, shall by resolution either approve or disapprove the application for an obsolete property rehabilitation exemption certificate in accordance with section 8 and the other provisions of this act. The clerk shall retain the original of the application and resolution. If approved, the clerk shall forward a copy of the application and resolution to the commission. If disapproved, the reasons shall be set forth in writing in the resolution, and the clerk shall send, by certified mail, a copy of the resolution to the applicant and to the assessor. A resolution is not effective unless approved by the commission as provided in section 6.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

### **125.2786 Approval or disapproval of resolution by commission; certificate; issuance; form; contents; effective date; filing; maintenance of record of certificates; copy; discovery of error or mistake in application; amended application; failure to forward approved**

**application; duties of commission.**

Sec. 6. (1) Not more than 60 days after receipt of a copy of the application and resolution adopted under section 5, the commission shall approve or disapprove the resolution.

(2) Following approval of the application by the legislative body of the qualified local governmental unit and the commission, the commission shall issue to the applicant an obsolete property rehabilitation exemption certificate in the form the commission determines, which shall contain all of the following:

(a) A legal description of the real property on which the obsolete facility is located.

(b) A statement that unless revoked as provided in this act the certificate shall remain in force for the period stated in the certificate.

(c) A statement of the taxable value of the obsolete property, separately stated for real and personal property, for the tax year immediately preceding the effective date of the certificate after deducting the taxable value of the land and personal property other than personal property assessed pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14.

(d) A statement of the period of time authorized by the legislative body of the qualified local governmental unit within which the rehabilitation shall be completed.

(e) If the period of time authorized by the legislative body of the qualified local governmental unit pursuant to subdivision (d) is less than 12 years, the exemption certificate shall contain the factors, criteria, and objectives, as determined by the resolution of the qualified local governmental unit, necessary for extending the period of time, if any.

(3) Except as otherwise provided in this section, the effective date of the certificate is the December 31 immediately following the date of issuance of the certificate.

(4) The commission shall file with the clerk of the qualified local governmental unit a copy of the obsolete property rehabilitation exemption certificate, and the commission shall maintain a record of all certificates filed. The commission shall also send, by certified mail, a copy of the obsolete property rehabilitation exemption certificate to the applicant and the assessor of the local tax collecting unit in which the obsolete property is located.

(5) Notwithstanding any other provision of this act, if a qualified local governmental unit passed a resolution approving an application for an obsolete property rehabilitation exemption certificate on November 5, 2008 for a rehabilitated facility located in an obsolete property rehabilitation district established on January 29, 2003 with rehabilitation commencing on July 24, 2007, the effective date of the certificate shall be December 31, 2008.

(6) If an error or mistake in an application for an obsolete property rehabilitation exemption certificate is discovered after the legislative body of the qualified local governmental unit has approved the application or after the commission has issued a certificate for the application, an applicant may submit an amended application in the same manner as an original application under section 4 that corrects the error or mistake. Pursuant to sections 5 and 6, the legislative body of the qualified local governmental unit and the commission may approve or deny the amended application. If the commission previously issued a certificate for the original application and approves an amended application under this subsection, the commission shall issue an amended certificate for the amended application pursuant to section 6 with the same effective date as the original certificate.

(7) If the clerk of the qualified local governmental unit failed to forward an application that was approved by the legislative body of the qualified local governmental unit before October 1 of that year to the commission before October 1 but filed the application before March 30 of the immediately succeeding year and the commission approves the application, notwithstanding any other provision of this act, the certificate shall be considered to be issued on December 31 in the year in which the qualified local governmental unit approved the application.

(8) Beginning October 1, 2013, the commission shall do all of the following for each obsolete property rehabilitation exemption certificate approved or disapproved by the commission under subsection (6) or (7):

(a) Notify the office of the member of the house of representatives of this state and the office of the senator of this state, who represent the geographic area in which the property covered by the application for a certificate is located, that an application for a certificate has been approved or disapproved under subsection (6) or (7).

(b) Publish on its website a copy of the certificate if approved, or a copy of the denial notice if disapproved, under subsection (6) or (7) and whatever additional information the commission considers appropriate regarding the application.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000;—Am. 2010, Act 137, Imd. Eff. Aug. 4, 2010;—Am. 2011, Act 272, Imd. Eff. Dec. 19, 2011;—Am. 2013, Act 115, Imd. Eff. Sept. 24, 2013.

**125.2787 Issuance of certificate; tax exemption; time period; limitation; commencement; extension; review.**

Sec. 7. (1) A rehabilitated facility for which an obsolete property rehabilitation exemption certificate is in effect, but not the land on which the rehabilitated facility is located, or personal property other than personal property assessed pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14, for the period on and after the effective date of the certificate and continuing so long as the obsolete property rehabilitation exemption certificate is in force, is exempt from ad valorem property taxes collected under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157.

(2) Unless earlier revoked as provided in section 12, an obsolete property rehabilitation exemption certificate shall remain in force and effect for a period to be determined by the legislative body of the qualified local governmental unit. The certificate may be issued for a period of at least 1 year, but not to exceed 12 years. If the number of years determined is less than 12, the certificate may be subject to review by the legislative body of the qualified local governmental unit and the certificate may be extended. The total amount of time determined for the certificate including any extensions shall not exceed 12 years after the completion of the rehabilitated facility. The certificate shall commence with its effective date and end on the December 31 immediately following the last day of the number of years determined. The date of issuance of a certificate of occupancy, if required by appropriate authority, shall be the date of completion of the rehabilitated facility.

(3) If the number of years determined by the legislative body of the qualified local governmental unit for the period a certificate remains in force is less than 12 years, the review of the certificate for the purpose of determining an extension shall be based upon factors, criteria, and objectives that shall be placed in writing, determined and approved at the time the certificate is approved by resolution of the legislative body of the qualified local governmental unit and sent, by certified mail, to the applicant, the assessor of the local tax collecting unit in which the obsolete property is located, and the commission.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

**125.2788 Taxable value of property proposed to be exempt; application; limitation; separate finding by legislative body of qualified local governmental unit; statement; requirements for approval of application; effective date of certificate.**

Sec. 8. (1) If the taxable value of the property proposed to be exempt pursuant to an application under consideration, considered together with the aggregate taxable value of property exempt under certificates previously granted and currently in force under this act or under 1974 PA 198, MCL 207.551 to 207.572, exceeds 5% of the taxable value of the qualified local governmental unit, the legislative body of the qualified local governmental unit shall make a separate finding and shall include a statement in its resolution approving the application that exceeding that amount shall not have the effect of substantially impeding the operation of the qualified local governmental unit or impairing the financial soundness of an affected taxing unit.

(2) The legislative body of the qualified local governmental unit shall not approve an application for an obsolete property exemption certificate unless the applicant complies with all of the following requirements:

(a) Except as otherwise provided in subsection (3), the commencement of the rehabilitation of the facility does not occur before the establishment of the obsolete property rehabilitation district.

(b) The application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of this act and that shall be situated within an obsolete property rehabilitation district established in a qualified local governmental unit eligible under this act to establish such a district.

(c) Completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated.

(d) The applicant states, in writing, that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

(e) The applicant is not delinquent in the payment of any taxes related to the facility.

(3) The legislative body of a qualified local governmental unit may approve an application for an obsolete property exemption certificate if the commencement of the rehabilitation of the facility occurs before the establishment of the obsolete property rehabilitation district and if 1 or more of the following are met:

(a) All of the following are met:

(i) The building permit for the rehabilitation of the facility was obtained in October 2002.

(ii) The obsolete property rehabilitation district was created in April 2002.

(iii) The rehabilitation of the facility included adding additional stories to the facility.



- (b) All of the following are met:
- (i) Emergency or temporary repairs or improvements were made before the establishment of the obsolete property rehabilitation district.
  - (ii) The obsolete property rehabilitation district was created in January 2006.
  - (iii) The facility is located in a city with a population of more than 20,500 and less than 27,000 and is located in a county with a population of more than 95,000 and less than 105,000.
- (c) All of the following are met:
- (i) Roof repairs or improvements were completed in March 2006 before the establishment of the obsolete property rehabilitation district.
  - (ii) The obsolete property rehabilitation district was created in April 2006.
  - (iii) The application was submitted to the qualified local governmental unit in April 2006.
  - (iv) The facility is located in a city with a population of more than 10,800 and less than 11,100 and is located in a county with a population of more than 39,000 and less than 42,000.
- (d) All of the following are met:
- (i) The building permit for the rehabilitation of the facility was obtained in September 2010.
  - (ii) The obsolete property rehabilitation district was created in October 2012.
  - (iii) The rehabilitation of the facility included renovation of the entire interior building structure and mold removal.
- (e) All of the following are met:
- (i) Roof repairs or improvements began before the establishment of the obsolete property rehabilitation district.
  - (ii) The application for the facility was submitted to the qualified local governmental unit in January 2010.
  - (iii) The qualified local governmental unit established the district in June 2010 and approved the certificate in October 2010.
  - (iv) The facility is located in a city with a population of more than 600,000 and is located in a county with a population of more than 1,800,000, according to the most recent decennial census.
- (4) Notwithstanding any other provisions of this act, for any certificate issued as a result of the enactment of the amendatory act that added subsection (3)(a), (b), and (c), the effective date of the certificate shall be December 31, 2006.
- (5) Notwithstanding any other provisions of this act, for any certificate issued as a result of the enactment of the amendatory act that added subsection (3)(d), the effective date of the certificate shall be December 31, 2011.
- (6) Notwithstanding any other provisions of this act, for any certificate issued as a result of the enactment of the amendatory act that added subsection (3)(e), the effective date of the certificate shall be December 31, 2010.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000;—Am. 2006, Act 667, Imd. Eff. Jan. 10, 2007;—Am. 2008, Act 504, Imd. Eff. Jan. 13, 2009;—Am. 2013, Act 265, Eff. Mar. 14, 2014.

#### **125.2789 Value and taxable value of property; annual determination.**

Sec. 9. The assessor of each qualified local governmental unit in which there is a rehabilitated facility with respect to which 1 or more obsolete property rehabilitation exemption certificates have been issued and are in force shall determine annually as of December 31 the value and taxable value, both for real and personal property, of each rehabilitated facility separately, having the benefit of a certificate and upon receipt of notice of the filing of an application for the issuance of a certificate, shall determine and furnish to the local legislative body the value and the taxable value of the property to which the application pertains and other information as may be necessary to permit the local legislative body to make the determinations required by section 8(2).

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

#### **125.2790 Obsolete properties tax; amount; collection, disbursement, and assessment; payment; copy of disbursement amount; form; property located in renaissance zone; exemption of rehabilitated facility of qualified start-up business from tax collection; resolution; "qualified start-up business" defined.**

Sec. 10. (1) There is levied upon every owner of a rehabilitated facility to which an obsolete property rehabilitation exemption certificate is issued a specific tax to be known as the obsolete properties tax.

(2) The amount of the obsolete properties tax, in each year, shall be determined by adding the results of both of the following calculations:

(a) Multiplying the total mills levied as ad valorem taxes for that year by all taxing units within which the

rehabilitated facility is located by the taxable value of the real and personal property of the obsolete property on the December 31 immediately preceding the effective date of the obsolete property rehabilitation exemption certificate after deducting the taxable valuation of the land and of personal property other than personal property assessed pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14, for the tax year immediately preceding the effective date of the obsolete property rehabilitation exemption certificate.

(b) Multiplying the mills levied for school operating purposes for that year under the revised school code, 1976 PA 451, MCL 380.1 to 380.1852, and the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, by the taxable value of the real and personal property of the rehabilitated facility, after deducting all of the following:

(i) The taxable value of the land and of the personal property other than personal property assessed pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14.

(ii) The taxable value used to calculate the tax under subdivision (a).

(3) The obsolete properties tax shall be collected, disbursed, and assessed in accordance with this act.

(4) The obsolete properties tax is an annual tax, payable at the same times, in the same installments, and to the same officer or officers as taxes imposed under the general property tax act, 1893 PA 206, MCL 211.1 to 211.155, are payable. Except as otherwise provided in this section, the officer or officers shall disburse the obsolete properties tax payments received by the officer or officers each year to and among this state, cities, school districts, counties, and authorities, at the same times and in the same proportions as required by law for the disbursement of taxes collected under the general property tax act, 1893 PA 206, MCL 211.1 to 211.155.

(5) For intermediate school districts receiving state aid under sections 56, 62, and 81 of the state school aid act of 1979, 1979 PA 94, MCL 388.1656, 388.1662, and 388.1681, of the amount of obsolete property tax that would otherwise be disbursed to an intermediate school district, all or a portion, to be determined on the basis of the tax rates being utilized to compute the amount of state aid, shall be paid to the state treasury to the credit of the state school aid fund established by section 11 of article IX of the state constitution of 1963.

(6) The amount of obsolete property tax described in subsection (2)(a) that would otherwise be disbursed to a local school district for school operating purposes, and all of the amount described in subsection (2)(b), shall be paid instead to the state treasury and credited to the state school aid fund established by section 11 of article IX of the state constitution of 1963.

(7) The officer or officers shall send a copy of the amount of disbursement made to each unit under this section to the commission on a form provided by the commission.

(8) A rehabilitated facility located in a renaissance zone under the Michigan renaissance zone act, 1996 PA 376, MCL 125.2681 to 125.2696, is exempt from the obsolete properties tax levied under this act to the extent and for the duration provided pursuant to the Michigan renaissance zone act, 1996 PA 376, MCL 125.2681 to 125.2696, except for that portion of the obsolete properties tax attributable to a special assessment or a tax described in section 7ff(2) of the general property tax act, 1893 PA 206, MCL 211.7ff. The obsolete properties tax calculated under this subsection shall be disbursed proportionately to the taxing unit or units that levied the special assessment or the tax described in section 7ff(2) of the general property tax act, 1893 PA 206, MCL 211.7ff.

(9) Upon application for an exemption under this subsection by a qualified start-up business, the governing body of a local tax collecting unit may adopt a resolution to exempt a rehabilitated facility of a qualified start-up business from the collection of the obsolete properties tax levied under this act in the same manner and under the same terms and conditions as provided for the exemption in section 7hh of the general property tax act, 1893 PA 206, MCL 211.7hh. The clerk of the local tax collecting unit shall notify in writing the assessor of the local tax collecting unit and the legislative body of each taxing unit that levies ad valorem property taxes in the local tax collecting unit. Before acting on the resolution, the governing body of the local tax collecting unit shall afford the assessor and a representative of the affected taxing units an opportunity for a hearing. If a resolution authorizing the exemption is adopted in the same manner as provided in section 7hh of the general property tax act, 1893 PA 206, MCL 211.7hh, the rehabilitated facility owned or operated by a qualified start-up business is exempt from the obsolete properties tax levied under this act, except for that portion of the obsolete properties tax attributable to a special assessment or a tax described in section 7ff(2) of the general property tax act, 1893 PA 206, MCL 211.7ff, for the year in which the resolution is adopted. A qualified start-up business is not eligible for an exemption under this subsection for more than 5 years. A qualified start-up business may receive the exemption under this subsection in nonconsecutive years. The obsolete properties tax calculated under this subsection shall be disbursed proportionately to the taxing unit or units that levied the special assessment or the tax described in section 7ff(2) of the general property tax act, 1893 PA 206, MCL 211.7ff. As used in this subsection, "qualified start-up business" means that term as defined in section 31a of the single business tax act, 1975 PA 228, MCL 208.31a, or in section 415 of the

Michigan business tax act, 2007 PA 36, MCL 208.1415.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000;—Am. 2004, Act 251, Imd. Eff. July 23, 2004;—Am. 2007, Act 193, Imd. Eff. Dec. 21, 2007.

#### **125.2791 Lien; proceedings.**

Sec. 11. The amount of the tax applicable to real property, until paid, is a lien upon the real property to which the certificate is applicable. Proceedings upon the lien as provided by law for the foreclosure in the circuit court of mortgage liens upon real property may commence only upon the filing by the appropriate collecting officer of a certificate of nonpayment of the obsolete properties tax applicable to real property, together with an affidavit of proof of service of the certificate of nonpayment upon the owner of the facility by certified mail, with the register of deeds of the county in which the property is situated.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

#### **125.2792 Revocation of certificate; findings; request for revocation or reinstatement of certificate.**

Sec. 12. (1) The legislative body of the qualified local governmental unit may, by resolution, revoke the obsolete property rehabilitation exemption certificate of a facility if it finds that the completion of rehabilitation of the facility has not occurred within the time authorized by the legislative body in the exemption certificate or a duly authorized extension of that time, or that the holder of the obsolete property exemption certificate has not proceeded in good faith with the operation of the rehabilitated facility in a manner consistent with the purposes of this act and in the absence of circumstances that are beyond the control of the holder of the exemption certificate.

(2) Upon receipt of a request by certified mail to the legislative body of the qualified local governmental unit by the holder of an obsolete property rehabilitation exemption certificate requesting revocation of the certificate, the legislative body of the qualified local governmental unit may, by resolution, revoke the certificate.

(3) Upon the written request of the holder of a revoked obsolete property rehabilitation exemption certificate to the legislative body of the qualified local governmental unit and the commission or upon the application of a subsequent owner to the legislative body of the qualified local governmental unit to transfer the revoked obsolete property rehabilitation exemption certificate to a subsequent owner, and the submission to the commission of a resolution of concurrence by the legislative body of the qualified local governmental unit in which the facility is located, and if the facility continues to qualify under this act, the commission may reinstate a revoked obsolete property rehabilitation exemption certificate for the holder or a subsequent owner that has applied for the transfer.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000;—Am. 2018, Act 251, Imd. Eff. June 28, 2018.

#### **125.2793 Transfer and assignment of certificate.**

Sec. 13. An obsolete property rehabilitation exemption certificate may be transferred and assigned by the holder of the certificate to a new owner of the rehabilitated facility if the qualified local governmental unit approves the transfer after application by the new owner.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

#### **125.2794 Report to commission.**

Sec. 14. Not later than October 15 each year, each qualified local governmental unit granting an obsolete property rehabilitation exemption shall report to the commission on the status of each exemption. The report must include the current value of the property to which the exemption pertains, the value on which the obsolete property rehabilitation tax is based, a current estimate of the number of jobs retained or created by the exemption, and a current estimate of the number of new residents occupying commercial housing property units covered by the exemption.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

#### **125.2795 Report to legislative committees.**

Sec. 15. (1) The department annually shall prepare and submit to the committees of the house of representatives and senate responsible for tax policy and economic development issues a report on the utilization of obsolete property rehabilitation districts, based on the information filed with the commission.

(2) After this act has been in effect for 3 years, the department shall prepare and submit to the committees of the house of representatives and senate responsible for tax policy and economic development issues an economic analysis of the costs and benefits of this act in the 3 qualified local governmental units in which it has been most heavily utilized.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

**125.2796 Exemption after December 31, 2026.**

Sec. 16. A new exemption shall not be granted under this act after December 31, 2026, but an exemption then in effect shall continue until the expiration of the exemption certificate.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000;—Am. 2010, Act 137, Imd. Eff. Aug. 4, 2010;—Am. 2016, Act 222, Imd. Eff. June 23, 2016.

**125.2797 Exclusions; limitation.**

Sec. 17. (1) Within 60 days after the granting of an obsolete property rehabilitation exemption certificate under section 6 for a rehabilitated facility, the state treasurer may, for a period not to exceed 6 years, exclude up to 1/2 of the number of mills levied for school operating purposes under the revised school code, 1976 PA 451, MCL 380.1 to 380.1852, and under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, from the specific tax calculation on the facility under section 10(2)(b) if the state treasurer determines that reducing the number of mills used to calculate the specific tax under section 10(2)(b) is necessary to reduce unemployment, promote economic growth, and increase capital investment in qualified local governmental units.

(2) The state treasurer shall not grant more than 25 exclusions under this section each year.

**History:** 2000, Act 146, Imd. Eff. June 6, 2000.

October 21, 2024

### CITY ASSESSOR STATEMENT OF OBSOLESCENCE

The property subject for this request is located at 500 Main St in St. Joseph, Mi. 49085. The building is a one story over basement structure built in Georgian Revival design. The structure was built around 1901 and became the City of St. Joseph Library from 1904-1964. In 1976 the building was used to house an information center for aging, and in recent years has been the site for Allegretti Architects, Inc. and ACURA Valuation, Inc. Due to the age and updates needed to meet current building codes and ADA compliance for future commercial and/or residential use this structure is denoted as obsolete.

The building's original exterior brick façade appears to have been maintained well and will require minimal to moderate masonry work. While no major water damage was noted in the interior, the roof should be inspected to see if repairs might be recommended. The most current roof repair occurred in 2007. This property has recently been rezoned to D (Downtown District). Preserving the structure's original architecture will enhance the city's downtown area while providing an elegant timeless atmosphere for any commercial and/or residential activity.

Extensive rehabilitation will be necessary to the interior of this building. Windows, insulation, floors, and all plumbing fixtures will require modernization to meet current code and ADA compliance. Electrical distribution and all heat/air conditioning equipment/distribution will require modern upgrades to meet current code standards also. There is no kitchen facility area/equipment in this building other than a mobile microwave and a small sink that is available. Any future use of this building that requires kitchen facilities will require extensive build-out for a specific kitchen area. The interior main floor comprises an elevated ceiling height of at least 12'. Dependent on a future use this ceiling height may require some modification.

An asphalt parking lot is available on this property site. This will need to be scrutinized to accomplish any ADA compliance concerns and refurbishment.



Michele (Mickey) Bennett  
St. Joseph City Assessor

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Emily Hackworth, City Manager

**RE:** Resolution to Establish OPRA District 500 Main

**MEETING DATE:** December 9, 2024

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After holding the public hearing and considering all information presented, the City Commission will vote on whether to adopt the following Resolution to Establish an Obsolete Property Rehabilitation District for the parcel of land identified as 500 Main Street, St. Joseph, Michigan. A resolution to adopt the district must be based on a finding that the parcel of land or portion of land within the district is an obsolete property in an area characterized by obsolete commercial property or commercial housing as defined by PA 146 of 2000.

*Action Requested:* Action Requested: To adopt the following Resolution to Establish an Obsolete Property Rehabilitation District for the parcel of land identified as 500 Main Street, St. Joseph, Michigan.

**ATTACHMENTS:**

- Resolution To Establish an Obsolete Property Rehabilitation (PDF)

**Resolution To Establish an Obsolete Property Rehabilitation (OPRA) District  
500 Main Street, St. Joseph, Michigan**

WHEREAS, pursuant to PA 146 of 2000, the City Commission has the authority to establish “Obsolete Property Rehabilitation Districts” within the City of St. Joseph; and

WHEREAS, the City Commission of the City of St. Joseph, on its own initiative, has requested a public hearing be held to consider the establishment of the Obsolete Property Rehabilitation District for the property located at 500 Main Street, St. Joseph, Michigan, located in the Downtown District of the City of St. Joseph (“district”); and

WHEREAS, the City Commission of the City of St. Joseph determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed district and to the public by newspaper advertisement in the Herald Palladium and/or by public posting of the hearing on the establishment of the proposed district as required in section 3(3) of PA 146 of 2000; and

WHEREAS, on December 9, 2024, a public hearing was held and all residents and taxpayers of the City of St. Joseph were afforded an opportunity to be heard thereon; and

WHEREAS, the City Commission deems it to be in the public interest of the City of St. Joseph to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Joseph that the following described parcel(s) of land situated in the City of St. Joseph, Berrien County, and State of Michigan, to wit:

Common Address: 500 Main Street

Legal Description of District: The Southeasterly half of Lot 204 and the Northeasterly 34' of Lot 205, original plat of the City of St. Joseph.

is hereby established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000 to be known as 500 Main Street Obsolete Property Rehabilitation District.

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Emily Hackworth, City Manager

**RE:** Public Hearing on Request for OPRA Exemption Certificate: 500 Main Street

**MEETING DATE:** December 9, 2024

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If the City Commission approves the Resolution to Establish an Obsolete Property Rehabilitation District ("OPRA") for the property at 500 Main Street, the Mayor will open the Public Hearing on the application filed by owners Shannon Kurcheck and John Kenna for an OPRA exemption certificate for the same property.

The public hearing is held for the purpose of hearing comments from the applicants, affected taxing units, and the public prior to the City Commission considering whether to approve the OPRA exemption certificate for the property at 500 Main Street.

Upon receipt of the application, the Clerk scheduled a public hearing on the application for the OPRA exemption certificated for the property at 500 Main Street for December 9, 2024.

Notice of the Public Hearing was published in the Herald Palladium on November 30, 2024, and written notice was sent by mail to the applicants, the city assessor, and a representative of the affected taxing units on November 27, 2024 as required by PA 146 of 2000. Assessor Mickey Bennett determined the taxable value of the property to be \$222,600.

The applicants and a representative from Cornerstone Alliance are expected to attend to describe the plans for rehabilitating the building, a time schedule for undertaking and completing the rehabilitation work, the economic benefits expected from the exemption, and other related information.

The City may grant an application for an OPRA exemption certificate to freeze the taxable value of the property at its current level for up to 12 years, allowing investment into the building without increasing the taxable value. If the City grants the exemption for less than 12 years, the exemption certificate shall contain the factors, criteria, and objectives, that the City Commission determines is necessary for extending the period of time, if any. The effective date of the certificate is December 31st immediately following the date of issuance of the certificate. An exemption certificate is not effective until it is approved by the State Tax Commission.

Upon conclusion of the public hearing, the Mayor will entertain a motion to Close the Public Hearing, then continue on to the next agenda item: Resolution to Approve an Obsolete Property Rehabilitation Exemption Certificate for the property at 500 Main Street.



Action Item (ID # 10337)

Meeting of December 9, 2024

**ATTACHMENTS:**

- OPRA Application (500 Main St 76-0340-0205-02-4) (PDF)
- Tax Abatement Estimate of Taxes forgone (PDF)

**Application for Obsolete Property Rehabilitation Exemption Certificate**

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) <b>Shannon Kutchek &amp; John Kenna</b>		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code)		
Location of obsolete facility (Number and Street, City, State, ZIP Code) <b>500 Main St</b>		
City, Township, Village (Indicate which) <b>St Joseph, Michigan 49085</b>		County <b>Berrien</b>
Date of Commencement of Rehabilitation (mm/dd/yyyy) <b>10/01/2024</b>	Planned date of Completion of Rehabilitation (mm/dd/yyyy) <b>10/01/2025</b>	School District where facility is located (include school code) <b>St. Joseph</b>
Estimated Cost of Rehabilitation <b>650,000</b>		Number of years exemption requested <b>12</b>
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input checked="" type="checkbox"/> Prevent a loss of employment	<input type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. <b>25</b>		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		
<b>APPLICANT CERTIFICATION</b>		
The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.		
<b>The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.</b>		
It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.		
Name of Company Officer (No authorized agents) <b>Shannon Kutchek</b>	Telephone Number <b>(708) 955-3683</b>	Fax Number
Mailing Address <b>1258 Miami Rd, Benton Harbor MI 49022</b>	E-mail Address <b>shannon.kutchek@compass.com</b>	
Signature of Company Officer (no authorized agents) <b>Shannon Kutchek</b>	Title <b>owner</b>	
<b>LOCAL GOVERNMENT UNIT CLERK CERTIFICATION</b>		
The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.		
Signature	Date Application Received	
<b>FOR STATE TAX COMMISSION USE</b>		
Application Number	Date Received	LUCI Code

<b>LOCAL GOVERNMENT ACTION</b>		
This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.		
<b>PART 1: ACTION TAKEN</b>		
Action Date _____		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) <input type="checkbox"/> Denied		
Date District Established _____	LUCI Code _____	School Code _____
<b>PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)</b>		
<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(i) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>	
<b>PART 3: ASSESSOR RECOMMENDATIONS</b>		
Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)		
Building Taxable Value		Building State Equalized Value
\$ _____		\$ _____
Name of Government Unit _____	Date of Action Application _____	Date of Statement of Obsolescence _____
<b>PART 4: CLERK CERTIFICATION</b>		
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.		
Name of Clerk _____	Telephone Number _____	
Clerk Mailing Address _____		
Mailing Address _____		
Telephone Number _____	Fax Number _____	E-mail Address _____
Clerk Signature _____		Date _____

For faster service, email completed application and attachments to [PTE@michigan.gov](mailto:PTE@michigan.gov). An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

	Land	Land Impr	Building	TCV
Total Property Value Pre Reno	226,318	10,395	208,453	445,166
Total Property Value Post Reno	226,318	38,362	598,996	863,676
<b>TCV Gain (Assumption, no land/ecf change)</b>	0	27,967	390,543	<b>418,510</b>
Bldg New w/ Taxable Improvements		598,996		
Bldg New w/out Taxable Improvements		<u>406,819</u>		
		192,177		
		0.50		
Headlee New Value		<u>96,089</u>		
COUNTY GENERAL	4.76800	96,100	458.20	
CITY	11.24000	96,100	1,080.16	
STREETS	3.55000	96,100	341.16	
LIBRARY	0.77600	96,100	74.57	
BAND	0.25000	96,100	24.03	
RUBBISH	1.95000	96,100	187.40	
CSO DEBT	0.70000	96,100	67.27	
AIRPORT	0.24440	96,100	23.49	
St. Joseph City Forgoes approx				<b>\$ 2,256.27</b>

Attachment: Tax Abatement Estimate of Taxes forgone (10337 : Public Hearing on Request for OPRA Exemption Certificate 500 Main Street)

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Emily Hackworth, City Manager

**RE:** Resolution to Approve OPRA Exemption Certificate: 500 Main Street

**MEETING DATE:** December 9, 2024

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After holding the public hearing and considering all information presented, the City Commission will consider whether the request meets the criteria of PA 146 of 2000, and if it supports the request. If so, the City Commission will consider the time frame for the exemption.

If the City Commission favors granting the exemption for less than 12 years, and wants to offer the option of extending the certificate term in the future, the factors, criteria and objectives necessary for an extension must be stated in the Resolution and listed on the certificate. If the City Commission does not favor extending the certificate in the future, it should state that the certificate will not be extended in place of the criteria statement.

The City Commission will then vote on whether to approve the following Resolution to Approve an Obsolete Property Rehabilitation Exemption Certificate for the property commonly identified as 500 Main Street, St. Joseph, Michigan.

If the Commission does not support the request for the OPRA exemption certificate, it should vote to disapprove the Resolution.

*Action Requested:* Motion to approve/disapprove the Resolution to Approve the Obsolete Property Rehabilitation Exemption Certificate for the property commonly identified as 500 Main Street, St. Joseph, Michigan, as presented. -

or-

If the approval is for less than 12 years:

Motion to approve the Resolution to Approve the Obsolete Property Rehabilitation Exemption Certificate for the property commonly identified as 500 Main Street, St. Joseph, Michigan, for the period of \_\_\_\_ years, which may not be extended/which may be extended if the following criteria is met

\_\_\_\_\_.

**ATTACHMENTS:**

- Resolution to Approve OPRA Exemption Certificate 500 Main Street (PDF)

**Resolution Approving Obsolete Property Rehabilitation Exemption Certificate Application  
for Property Located at 500 Main Street, St. Joseph, Michigan**

WHEREAS, pursuant to PA 146 of 2000, the City of St. Joseph is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, the City of St. Joseph legally established the 500 Main Street Obsolete Property Rehabilitation District on December 9, 2024, after a public hearing held on December 9, 2024; and

\*WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of St. Joseph; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on December 9, 2024; and

WHEREAS, Shannon Kutchek and John Kenna are not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

WHEREAS, the applicants Shannon Kutchek and John Kenna have provided answers to all required questions under the application instructions to the City of St. Joseph; and

WHEREAS, the City of St. Joseph requires that rehabilitation of the facility shall be completed by December 31, 2025; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of St. Joseph eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, and revitalize urban areas, in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(1) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Joseph; that an Obsolete Property Rehabilitation Exemption is granted for the real property, excluding land, located in the 500 Main Street Obsolete Property Rehabilitation District, at 500 Main Street for a period of 12 years, beginning December 31, 2024, and ending December 30, 2036, pursuant to the provisions of PA 146 of 2000, as amended.

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Laurie Schmidt, City Attorney

**RE:** SJPS Easements

**MEETING DATE:** December 9, 2024

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As part of the Dickinson Park Drain Repair and Sewer Service Project, staff has had ongoing discussions with the St. Joseph Public School District ("District") to obtain easements across the District's property. A sanitary sewer easement is needed across a portion of the District's property as part of the Dickinson Park restroom improvements.

At the same time, the City has a storm sewer in the area, which receives flow from Lakeshore Drive, Wallace, and surrounding areas. The storm sewer is failing and in need of repair. An easement is needed for the storm sewer, and a temporary access agreement for a larger area during the construction work.

The contract for the proposed drain repair and sewer work was approved by the City Commission on November 18, 2024, contingent upon securing the necessary easements. Once easements are secured, the repair work on the storm sewer will begin as soon as possible. Construction work on both the storm and sanitary sewers is being planned in coordination with the District's Baseball and Softball Field Improvements.

The District's Attorney and the City Attorney have negotiated terms of the Easements and Access Agreement. The District will consider the agreements for approval at its next regular meeting on December 16, 2024.

Staff recommends approving the Agreements subject to any minor edits approved by the City Attorney and City Engineer.

*Action Requested:* Motion to Approve as part of the Consent Agenda, the Sanitary Sewer Easement, Storm Sewer Easement, and Temporary Access Agreements with the St. Joseph Public School District, subject to minor changes approved by the City Attorney and City Engineer, and authorize the Mayor and staff to execute the documents.

## **ATTACHMENTS:**

- Sanitary Sewer Easement Agreement (11-27-24 Final) (PDF)
- Temporary Access Easement (FIN 20241204) (PDF)
- Storm Sewer Easement Agreement (12-5-24 Final) (PDF)



## GRANT OF EASEMENT FOR SANITARY SEWER UTILITIES

For consideration of less than One Hundred Dollars (\$100.00), **ST. JOSEPH PUBLIC SCHOOLS**, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, with a principal business address of 2580 S. Cleveland Avenue, St. Joseph, MI 49085 (“District”) grants the **CITY OF ST. JOSEPH**, a Michigan municipal corporation, with a principal business address of 700 Broad Street, St. Joseph, Michigan 49085 (“City”), an easement over, under, and through a portion of the property having the following common address and tax identification number:

Common address: 2521 Stadium Drive, St. Joseph, Michigan  
Tax Identification No. 11-76-0026-0112-00-5 (the “Property”).

The Property easement area is legally described as follows:

THAT PART OF UNIVERSITY LOT 87, CITY OF ST. JOSEPH, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF LAKEVIEW AVENUE AND THE NORTH LINE OF SAID LOT 87; THENCE SOUTH 01° 40' 22" WEST ON SAID WEST RIGHT OF WAY LINE 108.00 FEET; THENCE NORTH 88° 38' 43" WEST PARALLEL WITH SAID NORTH LINE 20.00 FEET; THENCE NORTH 01° 40' 22" EAST 108.00 FEET TO SAID NORTH LINE; THENCE SOUTH 88° 38' 43" EAST ON SAID NORTH LINE 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,160 SQ. FT. MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

(“Easement Area”). The Easement Area is within the box labeled “Permanent Easement” in Exhibit A.

This easement is granted for the purpose of allowing the construction, installation, operation, and maintenance of a sanitary sewer pipe to service the restroom facility at Dickinson Park, which is assigned Tax Identification No. 11-76-0026-0106-00-5 (“Dickinson Park”). The District and City are parties to a January 30, 2024 Lease Agreement for Dickinson Park Baseball and Softball Fields; the District has installed and will install various improvements at Dickinson Park (the “Improvements”), including ball diamonds, batting cages, and related facilities. The City shall not – and the City shall ensure that City authorized officials, employees, agents, and contractors acting on the City’s behalf (the “Authorized Parties”) do not – move or alter the Improvements in whole or in part without the District’s written consent.

The City and its Authorized Parties may use the Easement Area to construct, reconstruct, maintain, operate, inspect, repair and/or remove the public sanitary sewer lines and mains, and all other related fixtures, equipment, and appurtenances. The City and Authorized Parties may also use the Easement Area for reasonable stockpiling of materials and placement of construction equipment, machinery, or other related equipment for reasonable periods of time. The City and the Authorized Parties shall have the right of ingress and egress over the Easement Area at any time without notice as may be necessary for said purposes. The City shall not – and the City shall ensure that an Authorized Party does not – place any structure or other permanent improvement above ground level within the Easement Area without the District’s prior written approval.

The City shall use – and the City shall ensure that the Authorized Parties use – reasonable care when using the Easement Area, and the City shall promptly restore any portion of the Easement Area altered by the City or an Authorized Party to substantially the same condition as that existing before the alteration, including topsoil and seeding or in the case of hard surface areas, matching the existing pavement section.

The City shall not – and the City shall ensure Authorized Parties do not – accumulate rubbish or debris on the Easement Area, except for construction materials to be used in the ordinary course of construction, reconstruction, operation inspection, maintenance, or repair. The City shall carry on its activities – and the City shall ensure each Authorized Party carries on its activities – in such a manner as to cause a minimum inconvenience to the District.

The District shall be entitled to use the Easement Area but its use may not unreasonably interfere with the City’s easement rights under this easement. The District further agrees that no structure or obstruction shall be erected, planted, or maintained within or upon the Easement Area.

The District shall not undertake, authorize, permit, or consent to any construction or excavation within the Easement Area including, without limitation, digging, tunneling, or other forms of construction which might in any fashion unearth, undermine, or damage the sewer system or endanger the lateral or other support of the sewer lines or mains, without the City’s prior written approval.

To the District Superintendent’s knowledge, as of the Effective Date the District is the owner of the Property. Notwithstanding anything to the contrary in this easement, all rights granted by this easement are subject to easements, restrictions, and other third-party interests of record affecting the Property existing prior to the Effective Date (“Recorded Interests”).

To the maximum extent permitted by law, the City shall indemnify, defend, and hold the District harmless from and against any claims, demands, and lawsuits for personal injury, property damage (including environmental contamination), to the extent caused by acts or omissions of the City or any of its officials, employees, contractors, or agents (collectively, the “Claims”) that arise from this easement.

The City shall – and City shall ensure Authorized Parties – (1) comply with applicable laws when exercising rights pursuant to this easement, (2) not take any act or omission that would cause the District to be in violation of a law or a Recorded Interest, (3) not interfere with any Recorded Interest, and (4) not unreasonably disrupt school operations on the Property.





95 West Main Street  
Benton Harbor, MI. 49023  
T 269.927.2295  
F 269.927.1017  
abonmarche.com

Benton Harbor      Hobart  
Ft. Wayne          Kalamazoo  
Goshen              Lafayette  
Grand Haven        South Bend  
Grand Rapids        Valparaiso  
Engineering · Architecture · Land Surveying

## EASEMENT EXHIBIT

CITY OF ST. JOSEPH  
PARCEL 11-76-0026-0106-00-5

INT. N LINE LOT 87 &  
W LINE LAKEVIEW  
AVENUE & POB  
EASEMENT

N LINE UNIVERSITY LOT 87

S88°38'43"E 20.00'

ST. JOSEPH PUBLIC SCHOOLS  
PARCEL 11-76-0026-0112-00-5



SCALE: 1" = 20'



NOTE:  
THIS IS NOT A BOUNDARY  
SURVEY

### UNIVERSITY LOT 87

N01°40'22"E 108.00'

PERMANENT  
EASEMENT  
±2,160 SQ. FT.

W LINE LAKEVIEW AVENUE

S01°40'22"W 108.00'

### LAKEVIEW (66' WIDE R/W) AVENUE

N88°38'43"W 20.00'

**PERMANENT EASEMENT**  
THAT PART OF UNIVERSITY LOT 87, CITY OF ST. JOSEPH, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF LAKEVIEW AVENUE AND THE NORTH LINE OF SAID LOT 87; THENCE SOUTH 01° 40' 22" WEST ON SAID WEST RIGHT OF WAY LINE 108.00 FEET; THENCE NORTH 88° 38' 43" WEST PARALLEL WITH SAID NORTH LINE 20.00 FEET; THENCE NORTH 01° 40' 22" EAST 108.00 FEET TO SAID NORTH LINE; THENCE SOUTH 88° 38' 43" EAST ON SAID NORTH LINE 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,160 SQ. FT. MORE OR LESS.

**SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.**

Attachment: Sanitary Sewer Easement Agreement (11-27-24 Final) (10325 : Sanitary and Storm Sewer Easements: SJPS)

JOB NO. 22-1559

PREPARED FOR:

**ST. JOSEPH PUBLIC SCHOOLS**

**CITY OF ST. JOSEPH**

COPYRIGHT 2024 - ABONMARCHE CONSULTANTS, INC.

DRAWN BY: MAF

APPROVED BY: MAF

DATE: 10/31/2024

SCALE: 1"=20'

PART OF LOT 87

UNIVERSITY LANDS

CITY OF ST. JOSEPH

SHEET 1 OF 1

Packet Pg. 165

### EXHIBIT A

O:\Projects\2022\22-1559 City of St Joseph - 2022-23 General Engineering Ser\ices\CAD\_Survey\Drawings\22-1559 SJ SCHOOLS EASEMENTS.dwg, 10/31/2024 11:06:57 AM, Bluebeam PDF

**DICKINSON PARK/SJPS STORM SEWER REPAIR PROJECT  
TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

**ST. JOSEPH PUBLIC SCHOOLS**, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, with a principal business address of 2580 S. Cleveland Avenue, St. Joseph, MI 49085 (“District”) grants the **CITY OF ST. JOSEPH**, a Michigan municipal corporation, with a principal business address of 700 Broad Street, St. Joseph, Michigan 49085 (“City”) access over a portion of the following property on the following terms:

**Property:**

Common address: 2521 Stadium Drive, St. Joseph, Michigan

Tax Identification No. 11-76-0026-0112-00-5 (the “Property”).

The Property portion over which rights are granted pursuant to this Agreement is legally described as follows:

THAT PART OF UNIVERSITY LOT 87, CITY OF ST. JOSEPH, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 87 THAT IS 214.61 FEET NORTH 88° 38' 43" WEST OF THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF LAKEVIEW AVENUE AND THE NORTH LINE OF SAID LOT 87; THENCE SOUTH 19° 49' 14" EAST 52.07 FEET; THENCE SOUTH 70° 10' 46" WEST 40.00 FEET; THENCE NORTH 19° 49' 14" WEST 67.56 FEET TO SAID NORTH LINE; THENCE SOUTH 88° 38' 43" EAST ON SAID NORTH LINE 10.72 FEET; THENCE SOUTH 19° 49' 14" EAST 53.69 FEET; THENCE NORTH 70° 10' 46" EAST 20.00 FEET; THENCE NORTH 19° 49' 14" WEST 45.94 FEET TO SAID NORTH LINE; THENCE SOUTH 88° 38' 43" EAST ON SAID NORTH LINE 10.72 FEET TO THE POINT OF BEGINNING. CONTAINING 1396 SQ. FT. MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENT AND RESTRICTIONS OF RECORD, OR OTHERWISE.

(“Access Area”). The Access Area is within the box labeled “Temporary Easement” in Exhibit A.

**Scope of Work for Access**

During the Term of this Agreement, the City and its authorized officials, employees, agents, and contractors acting on the City’s behalf (the “Authorized Parties”) shall have the right

to complete storm sewer drain repair work within the Access Area pursuant to the City of St. Joseph's "Dickinson Park/SJPS Storm Sewer Repair Project."

The work will be performed by the City and its Authorized Parties under the following provisions.

- Work will occur between November 25, 2024 and May 15, 2025, but as soon as possible.
- The work includes installing a new storm sewer manhole near the top of the ravine slope and new storm sewer to an outfall near the ravine toe of slope. The ravine slope will be restored with clean fill to its pre-erosion condition after the underground storm sewer work is done.
- Upon completion of the work, the Access Area will be restored with topsoil and seed, to re-establish its original condition. A grassy slope and rip-rap will be placed at the stormwater outfall structure to control erosion from the discharge.

In signing this Agreement, during the Term the District allows the City and the Authorized Parties to access, occupy, and utilize the Access Area to perform the described work and to reasonably stockpile and place construction equipment, machinery, and all other related equipment and supplies. The City and the Authorized Parties shall also have the right of ingress and egress over the Access Area at any time as may be necessary for the above purposes. The City shall use – and the City shall ensure that the Authorized Parties use – due care and carry on the work in such a manner as to cause minimum inconvenience to the District. City shall make reasonable efforts to provide the District with advance notice of any work to the extent practicable.

Except as otherwise specified in this Agreement, the City shall not – and the City shall ensure that an Authorized Party does not – place any structure or other permanent improvement above ground level within the Access Area without the District's prior written approval. Notwithstanding anything to the contrary in this Agreement, all rights granted by this Agreement are subject to easements, restrictions, and other third-party interests of record affecting the Property existing prior to the Effective Date ("Recorded Interests").

To the maximum extent permitted by law, the City shall indemnify, defend, and hold the District harmless from and against any claims, demands, and lawsuits for personal injury, property damage (including environmental contamination), to the extent caused by acts or omissions of the

City or any of its Authorized Parties (collectively, the “Claims”) that arise from this Agreement. This paragraph shall survive Agreement termination or expiration, whichever occurs first.

The City shall – and City shall ensure Authorized Parties – (1) comply with applicable laws when exercising rights pursuant to this Agreement, (2) not take any act or omission that would cause the District to be in violation of a law or a Recorded Interest, (3) not interfere with any Recorded Interest, and (4) not unreasonably disrupt school operations on the Property.

This Agreement is effective as of the date of the second party signature below (“Effective Date”) and shall remain in effect until all work described, including restoration, is complete, but in no case longer than May 15, 2025 (“Term”).

This Agreement shall be governed by and subject to the laws of the State of Michigan and venue for any disputes shall lie in Berrien County, Michigan.

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Michigan.

This Agreement constitutes the complete agreement between the City and the District regarding the Access Area, and all prior discussions, agreements, and understandings, whether oral or written, are hereby merged into this Agreement. This Agreement may be amended only by a written document signed by City and the District.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

By signing this Agreement, each party representative acknowledges and affirms that representative is authorized to sign this Agreement on behalf of the representative’s respective party.

[Signatures on Following Page]



**ST. JOSEPH PUBLIC SCHOOLS**

By: \_\_\_\_\_  
KRISTEN BAWKS, Superintendent

Dated: \_\_\_\_\_

**CITY OF ST. JOSEPH**

By: \_\_\_\_\_  
BROOK THOMAS, MAYOR

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ABBY BISHOP, CLERK

Dated: \_\_\_\_\_

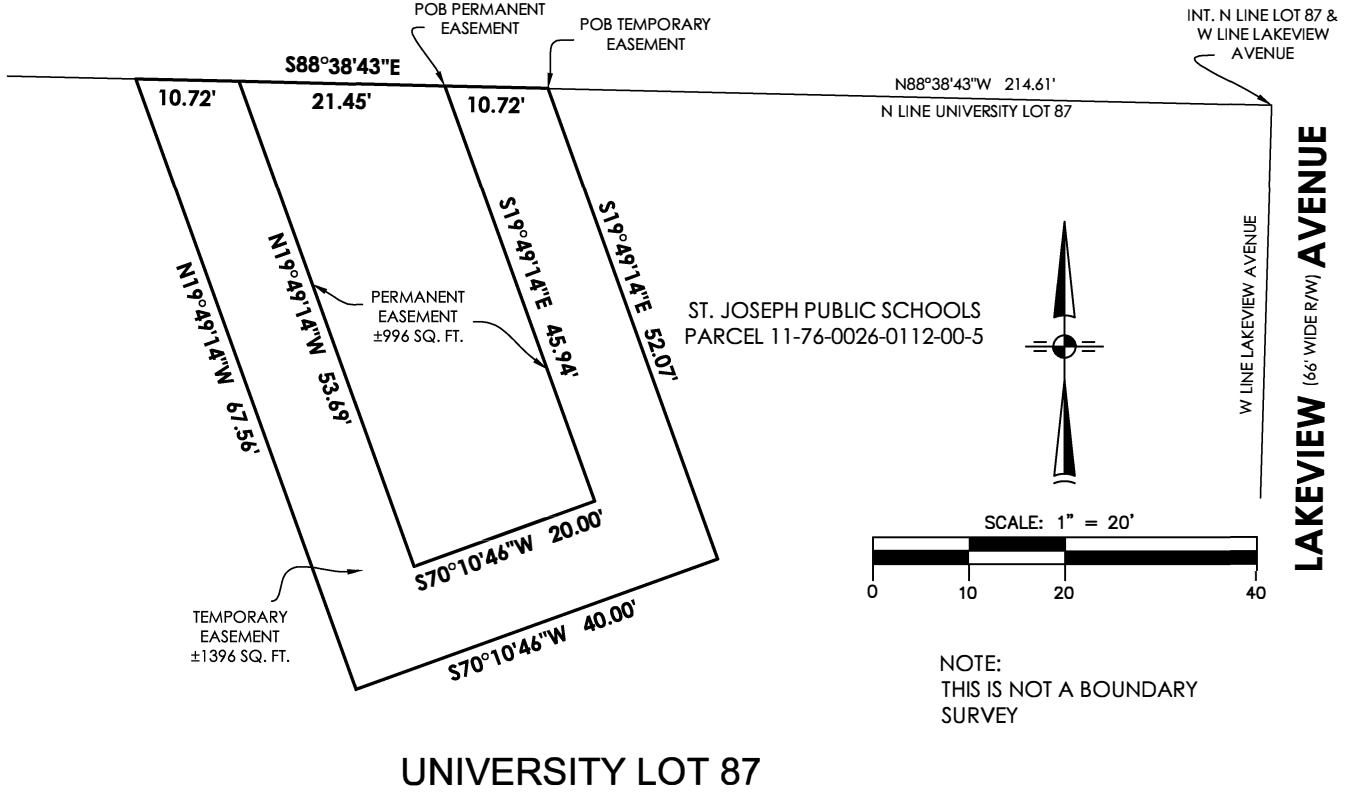
Attachment: Temporary Access Easement (FIN 20241204) (10325 : Sanitary and Storm Sewer Easements: SJPS)

95 West Main Street  
 Benton Harbor, MI. 49023  
 T 269.927.2295  
 F 269.927.1017  
 abonmarche.com

Benton Harbor      Hobart  
 Ft. Wayne          Kalamazoo  
 Goshen              Lafayette  
 Grand Haven        South Bend  
 Grand Rapids        Valparaiso  
 Engineering · Architecture · Land Surveying

## EASEMENT EXHIBIT

CITY OF ST. JOSEPH  
 PARCEL 11-76-0026-0106-00-5



**PERMANENT EASEMENT**

THAT PART OF UNIVERSITY LOT 87, CITY OF ST. JOSEPH, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 87 THAT IS 225.33 FEET NORTH 88° 38' 43" WEST OF THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF LAKEVIEW AVENUE AND THE NORTH LINE OF SAID LOT 87; THENCE SOUTH 19° 49' 14" EAST 45.94 FEET; THENCE SOUTH 70° 10' 46" WEST 20.00 FEET; THENCE NORTH 19° 49' 14" WEST 53.69 FEET TO SAID NORTH LINE; THENCE SOUTH 88° 38' 43" EAST ON SAID NORTH LINE 21.45 FEET TO THE POINT OF BEGINNING. CONTAINING 996 SQ. FT. MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

**TEMPORARY EASEMENT**

THAT PART OF UNIVERSITY LOT 87, CITY OF ST. JOSEPH, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 87 THAT IS 214.61 FEET NORTH 88° 38' 43" WEST OF THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF LAKEVIEW AVENUE AND THE NORTH LINE OF SAID LOT 87; THENCE SOUTH 19° 49' 14" EAST 52.07 FEET; THENCE SOUTH 70° 10' 46" WEST 40.00 FEET; THENCE NORTH 19° 49' 14" WEST 67.56 FEET TO SAID NORTH LINE; THENCE SOUTH 88° 38' 43" EAST ON SAID NORTH LINE 10.72 FEET; THENCE SOUTH 19° 49' 14" EAST 53.69 FEET; THENCE NORTH 70° 10' 46" EAST 20.00 FEET; THENCE NORTH 19° 49' 14" WEST 45.94 FEET TO SAID NORTH LINE; THENCE SOUTH 88° 38' 43" EAST ON SAID NORTH LINE 10.72 FEET TO THE POINT OF BEGINNING. CONTAINING 1396 SQ. FT. MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENT AND RESTRICTIONS OF RECORD, OR OTHERWISE.

Attachment: Temporary Access Easement (FIN 20241204) (10325 : Sanitary and Storm Sewer Easements: SJPS)

JOB NO. 22-1559

PREPARED FOR:  <b>ST. JOSEPH PUBLIC SCHOOLS</b>  <b>CITY OF ST. JOSEPH</b>	DRAWN BY: MAF	PART OF LOT 87
	APPROVED BY: MAF	UNIVERSITY LANDS
	DATE: 10/31/2024	CITY OF ST. JOSEPH
	SCALE: 1"=20'	SHEET 1 OF 1

O:\Projects\2022\22-1559 City of St. Joseph - 2022-23 General Engineering Services\CAD\_Survey\Drawings\22-1559 SJ SCHOOLS EASEMENTS.dwg, 10/31/2024 11:05:30 AM, Bluebeam PDF

## GRANT OF EASEMENT FOR STORM SEWER UTILITIES

For consideration of less than One Hundred Dollars (\$100.00), **ST. JOSEPH PUBLIC SCHOOLS**, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, with a principal business address of 2580 S. Cleveland Avenue, St. Joseph, MI 49085 (“District”) grants the **CITY OF ST. JOSEPH**, a Michigan municipal corporation, with a principal business address of 700 Broad Street, St. Joseph, Michigan 49085 (“City”), an easement over, under, and through a portion of the property having the following common address and tax identification number:

Common address: 2521 Stadium Drive, St. Joseph, Michigan  
Tax Identification No. 11-76-0026-0112-00-5 (the “Property”).

The Property easement area is legally described as follows:

THAT PART OF UNIVERSITY LOT 87, CITY OF ST. JOSEPH, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 87 THAT IS 225.33 FEET NORTH 88° 38' 43" WEST OF THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF LAKEVIEW AVENUE AND THE NORTH LINE OF SAID LOT 87; THENCE SOUTH 19° 49' 14" EAST 45.94 FEET; THENCE SOUTH 70° 10' 46" WEST 20.00 FEET; THENCE NORTH 19° 49' 14" WEST 53.69 FEET TO SAID NORTH LINE; THENCE SOUTH 88° 38' 43" EAST ON SAID NORTH LINE 21.45 FEET TO THE POINT OF BEGINNING. CONTAINING 996 SQ. FT. MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

(“Easement Area”). The Easement Area is within the box labeled “Permanent Easement” in Exhibit A.

This easement is granted for the purpose of allowing the construction, installation, operation, and maintenance of a storm sewer pipe to service Dickinson Park, the District property, and surrounding areas. The District and City are parties to a January 30, 2024 Lease Agreement for Dickinson Park Baseball and Softball Fields; the District has installed and will install various improvements at Dickinson Park (the “Improvements”), including ball diamonds, batting cages, and related facilities. The City shall not – and the City shall ensure that City authorized officials, employees, agents, and contractors acting on the City’s behalf (the “Authorized Parties”) do not –

move or alter the Improvements in whole or in part without the District’s written consent except in the case of a storm sewer emergency that impacts the health, safety, and welfare of the general public. In case of such an emergency, the City shall inform the District of the City’s actions, and the reasons for them as soon as practicable.

The City and its Authorized Parties may use the Easement Area to construct, reconstruct, maintain, operate, inspect, repair and/or remove the public storm sewer lines and mains, and all other related fixtures, equipment, and appurtenances. The City and Authorized Parties may also use the Easement Area for reasonable stockpiling of materials and placement of construction equipment, machinery, or other related equipment for reasonable periods of time. The City and the Authorized Parties shall have the right of ingress and egress over the Easement Area at any time without notice as may be necessary for said purposes. The City shall not – and the City shall ensure that an Authorized Party does not – place any structure or other permanent improvement above ground level within the Easement Area without the District’s prior written approval. The parties agree that the District may place a concrete pad within the Easement Area pursuant to the City of St. Joseph, Michigan Dickinson Park Drain Repair & Sewer Service Project Manual dated October 2024.

The City shall use – and the City shall ensure that the Authorized Parties use – reasonable care when using the Easement Area, and the City shall promptly restore any portion of the Easement Area altered by the City or an Authorized Party to substantially the same condition as that existing before the alteration, including topsoil and seeding or in the case of hard surface areas, matching the existing pavement section.

The City shall not – and the City shall ensure Authorized Parties do not – accumulate rubbish or debris on the Easement Area, except for construction materials to be used in the ordinary course of construction, reconstruction, operation inspection, maintenance, or repair. The City shall carry on its activities – and the City shall ensure each Authorized Party carries on its activities – in such a manner as to cause a minimum inconvenience to the District.

The District shall be entitled to use the Easement Area but its use may not unreasonably interfere with the City’s rights under this easement. The District further agrees that no structure or obstruction shall be erected, planted, or maintained within or upon the Easement Area except as otherwise specified in this easement.

The District shall not undertake, authorize, permit, or consent to any construction or excavation within the Easement Area including, without limitation, digging, tunneling, or other forms of construction which might in any fashion unearth, undermine, or damage the storm sewer system or endanger the lateral or other support of the storm sewer lines or mains, without the City’s prior written approval.

To the District Superintendent’s knowledge, as of the Effective Date the District is the owner of the Property. Notwithstanding anything to the contrary in this easement, all rights granted by this easement are subject to easements, restrictions, and other third-party interests of record affecting the Property existing prior to the Effective Date (“Recorded Interests”).

To the maximum extent permitted by law, the City shall indemnify, defend, and hold the District harmless from and against any claims, demands, and lawsuits for personal injury, property damage (including environmental contamination), to the extent caused by acts or omissions of the City or any of its officials, employees, contractors, or agents (collectively, the “Claims”) that arise from this easement.

The City shall – and City shall ensure Authorized Parties – (1) comply with applicable laws when exercising rights pursuant to this easement, (2) not take any act or omission that would cause the District to be in violation of a law or a Recorded Interest, (3) not interfere with any Recorded Interest, and (4) not unreasonably disrupt school operations on the Property.

The validity, interpretation, and enforcement of this easement shall be governed by the laws of the State of Michigan.

This easement constitutes the complete agreement between the City and the District regarding the sanitary storm sewer easement, and all prior discussions, agreements, and understandings, whether oral or written, are hereby merged into this easement. This easement may be amended only by a written document signed by City and the District.

This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

This easement is perpetual and shall run with the land. The Effective Date is the date of the second party signature below.

This easement is exempt from transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

**ST. JOSEPH PUBLIC SCHOOLS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**KRISTEN BAWKS, SUPERINTENDENT**

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF BERRIEN )

On \_\_\_\_\_, 2024, before me, a Notary Public, in and for said County, personally appeared Kristen Bawks, Superintendent of St. Joseph Public Schools, to me known to be the same person(s) described in and who executed the within instrument on behalf of the St. Joseph Public Schools.

\_\_\_\_\_  
\* Notary Public  
Berrien County, Michigan  
Commission Expires: \_\_\_\_\_

Attachment: Storm Sewer Easement Agreement (12-5-24 Final) (10325 : Sanitary and Storm Sewer Easements: SJPS)

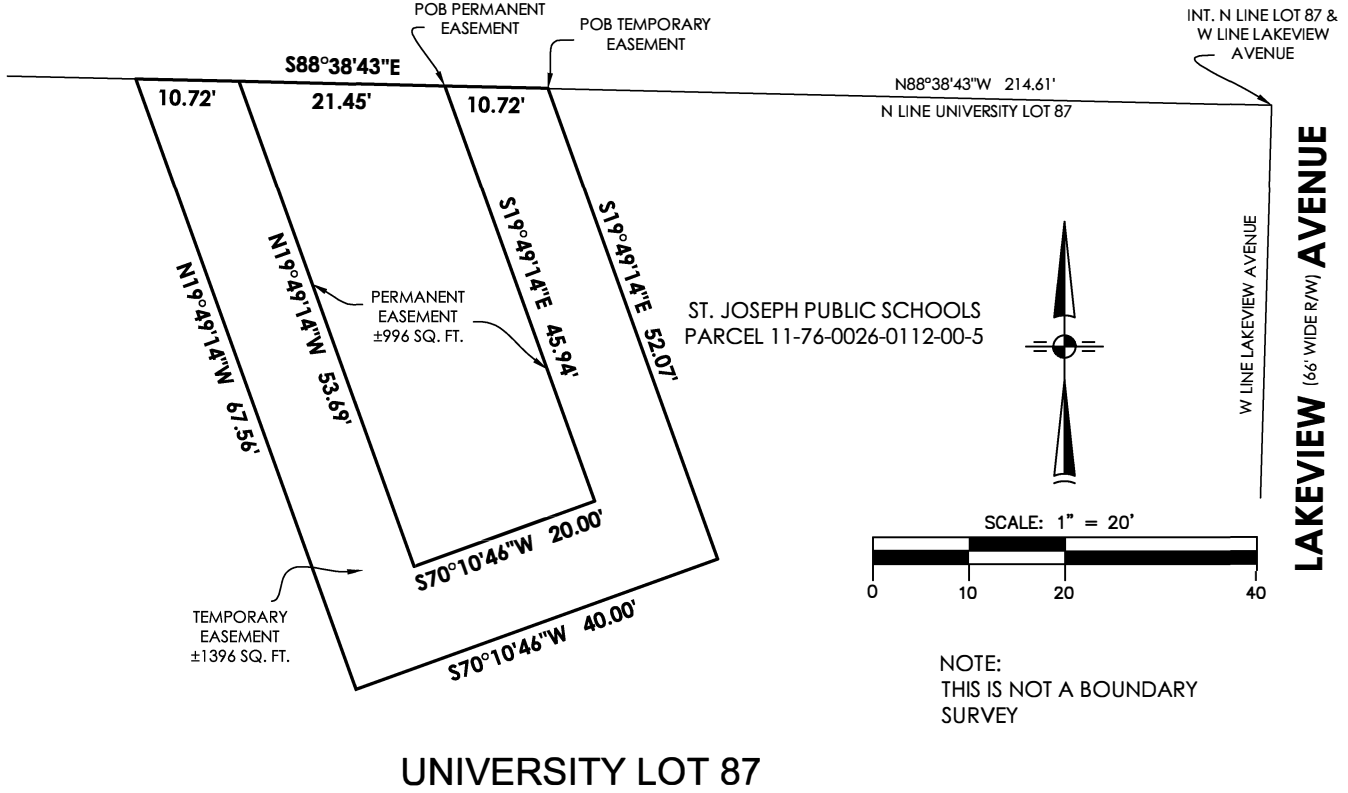


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## EASEMENT EXHIBIT

CITY OF ST. JOSEPH  
 PARCEL 11-76-0026-0106-00-5



UNIVERSITY LOT 87

**PERMANENT EASEMENT**

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SUBJECT TO ANY AND ALL EASEMENT AND RESTRICTIONS OF RECORD, OR OTHERWISE.

PREPARED FOR:

**ST. JOSEPH PUBLIC SCHOOLS**

**CITY OF ST. JOSEPH**

DRAWN BY: MAF

APPROVED BY: MAF

DATE: 10/31/2024

SCALE: 1"=20'

PART OF LOT 87

UNIVERSITY LANDS

CITY OF ST. JOSEPH

SHEET 1 OF 1

Attachment: Storm Sewer Easement Agreement (12-5-24 Final) (10325 : Sanitary and Storm Sewer Easements: SJPS)

JOB NO. 22-1559

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# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Emily Hackworth, City Manager

**RE:** Cornerstone Alliance Annual Update & Contract Renewal

**MEETING DATE:** December 9, 2024

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Andrew Haan, Vice President of Development at Cornerstone Alliance, will provide an update of the activities Cornerstone Alliance led and/or supported for the City of St. Joseph throughout 2024.

Cornerstone Alliance also seeks approval to enter an agreement for continued services in 2025. Staff is appreciative of Cornerstone's ongoing partnership and recommends continuing the relationship for another year.

*Action Requested:* Motion to approve, and ask the City Manager to execute, the attached agreement with Cornerstone Alliance for CY 2025.

**ATTACHMENTS:**

- Economic Development Agreement Cornerstone\_SJC\_2024-2025 (PDF)



**ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF ST. JOSEPH AND CORNERSTONE  
ALLIANCE**

This Agreement made by and between the CITY OF ST. JOSEPH, MI, a Michigan municipal corporation having its principal offices and place of business located at 700 Broad Street, St. Joseph, Michigan 49085 (“City”) and CORNERSTONE ALLIANCE, a not-for-profit corporation organized and existing under the laws of the State of Michigan, having its principal offices and place of business at 80 West Main Street, Benton Harbor, Michigan 49022 (“Corporation”).

**RECITALS**

**WHEREAS**, the Corporation is organized for the purpose of developing and promoting industry and economic development in the Berrien County region, including promoting and publicizing the City of St. Joseph;

**WHEREAS**, the Corporation’s activities benefit the City of St. Joseph in the form of job creation and retention, an increased tax base, and increased consumer spending;

**WHEREAS**, the City has previously engaged the Corporation for the purpose of promoting economic development and publicizing the advantages of business investment in Berrien County, including the City of St. Joseph;

**WHEREAS**, the City is authorized to promote and publicize the economic advantages of the City and enter into contracts to accomplish such purposes; and

**WHEREAS**, the City desires to enter into a contract with the Corporation under the terms and conditions set forth in this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. Scope of Services. The Corporation agrees to promote, publicize and facilitate economic development throughout the Berrien County region and within the City of St. Joseph, as set forth in the Scope of Services attached and incorporated as Exhibit 1.
2. Payment Terms. The City agrees to pay the Corporation a sum of \$30,000 during the fiscal year commencing July 1, 2024, payable in one installment due by January 1, 2025. The City is not liable for any additional or further sums.
3. Term of Agreement. This Agreement shall be for a period commencing July 1, 2024 and terminating June 30, 2025.
4. Reporting Requirements. The Corporation shall meet with the City Commission and or its designees on a quarterly basis, or more frequently as requested, for the purpose of reporting on the Corporation’s implementation of the Scope of Services.

5. Termination. This Agreement may be terminated by the City if the City Commission determines that the Corporation is not implementing the services outlined in the Scope of Services. In that event, the City may direct that the Corporation improve its performance within 60 days. If the Corporation does not meet its obligations within 60 days, then the City may, by motion adopted by majority vote, submit a resolution to the full Commission requesting termination of the contract. Upon termination, no further payments will be required to be paid to the Corporation by the City. Upon termination, the Corporation shall return to the City any unearned payments it received for services, to be determined by prorating the annual payment over the course of the contract year.
6. City Property. All property and materials prepared for on behalf of the City shall be deemed to be the property of the City and may be used by the City in any of its advertising programs without the consent of the Corporation and without the payment of any additional fees to the Corporation. However, at termination of this Agreement, unused advertising plans and ideas prepared by the Corporation or any advertisements not paid for by the City and not published or broadcast, shall remain the property of the Corporation.
7. Inspection of Records. All financial and statistical records of the Corporation concerning or related to this Agreement shall be subject to inspection upon advance notice, by the City and its authorized officers, employees and/or designees. Further, authorized officers or designees of the City as determined by the City Manager shall be permitted and allowed to conduct audits or other reviews deemed appropriate of said records. The Corporation agrees to cooperate and, to the best of its ability, provide all documents requested during such audits so the City may perform a full and complete audit in accordance with generally accepted accounting standards.
8. Assignment. This Agreement shall not be assigned, sold, or transferred by the Corporation to any other agency, party or corporation without the City Commission's prior written consent and approval adopted by Resolution of the City Commission.
9. Insurance Requirements. This Agreement shall be void and of no effect unless the Corporation shall procure and maintain the following insurance coverage with companies authorized to conduct business in the State of Michigan and satisfactory to the City:
  - i. Worker's Compensation Insurance, including employers' Liability coverage, in accordance with Michigan law.
  - ii. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Broad form general liability extensions or equivalent to include advertising liability.
  - iii. Motor Vehicle Liability Insurance, including Michigan No-Fault coverage, with limits of liability as required by law.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees,

volunteers, boards, commissions, and/or authorities including members, employees and volunteers thereof. The stated insurance requirements should not be interpreted to limit the liability of Cornerstone. It is understood and agreed by naming the City of St. Joseph as additional insured, coverage afforded is considered to be primary and any other insurance the City may have in effect shall be considered secondary and/or excess.

All insurance shall include an endorsement that contains a 30 day advance written notice of policy cancellation, nonrenewal or reduction in coverage to the City Manager, City of St. Joseph, Michigan.

Corporation shall furnish to the City Certificates of Insurance evidencing the insurance required above is in full force and effect.

10. Independent Contractor Status. The Corporation, in accordance with its status of independent contractor, covenants and agrees that it will conduct itself consistent with such status, that the Corporation and its employees or agents will neither hold themselves out as nor claim to be officers or employees of the City of St. Joseph, and that it will not by reason hereof make any claim, demand or make application to or for any rights or privileges applicable to an officer or employee of the City of St. Joseph including by not limited to, workers' compensation coverage, unemployment benefits, social security coverage or employee retirement membership or credit.
11. Indemnification. The Corporation shall defend, indemnify and hold harmless the City, its elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof from and/or against claims, suits, action, liabilities, damages, attorney's fees and costs of every name and description asserted as a result of or arising out of or related to: a) the Corporation's breach of this Agreement; b) willful, negligent or tortuous acts or omissions of the Corporation by its officers, directors, agents or employees; and/or c) violation of any third-party rights. Further, the City has the right to offset against any payments owing to the Corporation any such costs, expenses, liabilities or other charges and the exercise of such rights will not be considered a default in the payment of any amount owed.
12. Non-Discrimination. The Corporation shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, or in accommodations or services, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position in accordance with the requirements of MCL 37.1209; MCL 37.2209. Breach of this covenant may be regarded as a material breach of this Agreement.
13. Budgetary Restrictions. This Agreement shall be deemed enforceable only to the extent of the monies available to the City and appropriated by the City Commission in its 2024- 2025 budget for this particular assignment and no liability on account thereof shall incur to the City beyond money so available for the stated purpose.

- 14. Compliance with Law. The parties agree that they shall fully comply with all federal, State and local laws, rules and regulations.
- 15. Counterparts/Copies. This Agreement may be executed in counterparts and each executed counterpart when taken together with the other executed counterparts shall constitute one Agreement. Photographic or other facsimile reproductions of this Agreement may be made and delivered and may be relied upon by any person to the same extent as though the copy were an original.
- 16. Waiver. The failure to enforce any provision in this Agreement shall not constitute a waiver or serve as a bar to the enforcement of that provision or of any other provision in this Agreement. The waiver of a breach of any provision in this agreement must be in writing.
- 17. Notice. All notices any other communications required under this Agreement shall be deemed given when sent by regular, registered or certified mail, postage prepaid, of by personal delivery to the supervisor or manager of the respective entity at the addresses noted above.
- 18. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.
- 19. Entire Agreement. Unless otherwise provided in this Agreement, this Agreement constitutes the entire agreement between the parties and there are no other representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties with respect to the subject matter of this Agreement, and is deemed to be mutually drafted.
- 20. Amendments. This Agreement may only be amended upon written consent of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

CITY OF ST. JOSEPH

CORNERSTONE ALLIANCE

By: \_\_\_\_\_  
Emily Hackworth, City Manager

By: \_\_\_\_\_

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

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

Approved as to form:

By: \_\_\_\_\_  
Laurie L. Schmidt, City Attorney

**EXHIBIT 1**  
**CITY OF ST. JOSEPH AND  
CORNERSTONE ALLIANCE**  
**SCOPE OF SERVICES FOR ECONOMIC  
DEVELOPMENT**

Cornerstone Alliance ('Corporation') shall provide the following services for the benefit of the City of St. Joseph, Michigan, for the term commencing on July 1, 2024 and terminating on June 30, 2025, for an amount not to exceed \$30,000, for the purpose of administering economic development services designed to retain and attract business investment from primary businesses, for the purpose of impacting job retention and job creation.

Services provided by Cornerstone include:

1. Publicizing and promoting the business advantages of the City and the labor shed area, to attract and encourage industry and businesses to locate, expand or remain in the City.
2. Provide management of all business and industry contacts, inquiries, prospects and projects in a professional and timely manner.
3. Serve as the lead economic development agency for the City and provide technical assistance and advice on economic development related issues.
4. Provide technical assistance to businesses and entrepreneurs seeking to create or expand operations in the City.
5. Provide educational sessions to members of the city commission, city staff and/or committees as designated by the City Manager, as requested but not to exceed two sessions per year.
6. Provide quarterly reports and/or updates on economic development programs in the City.

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Greg Alimenti, Water Plant Superintendent

**RE:** Corrosion Control Treatment Study Contract Amendment

**MEETING DATE:** December 9, 2024

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The Corrosion Control Study currently underway at the water plant utilizes pipe loop testing, scale analysis and a desktop study to identify changes in corrosion control treatment that can minimize leaching of lead, while also maintaining simultaneous compliance and producing a stable finished drinking water. Cornwell Engineering group was approved by the City Commission in June of 2022. The scale analysis and desktop study are complete. The pipe loop testing began in August of 2023 with lead pipe harvested from service lines on Lake Shore Drive and installed on test rigs built by a local mechanical contractor and city staff according to plans provided by Cornwell. During this conditioning phase no corrosion control treatment chemical was fed to allow the pipe to re-acclimate to city water. On June 8, 2024, corrosion control treatment was initiated. Preliminary results are encouraging. Lead results in two of the three rigs showed significant decreases and continue to trend down. Under the terms of the original professional services agreement with Cornwell, four to six months of pipe loop testing were planned. At this time, staff is seeking an extension of the agreement to July 2025 in order to study the effectiveness of corrosion control through a four season period.

As the City Commission knows, the City water system includes lead water services, or galvanized services formerly connected to lead. We are working to replace those service, but this will take a number of years.

In the SWMRSS&WA (Southwest Michigan Regional Sanitary Sewer and Water Authority) area, only a handful of likely lead service lines have been identified. Nonetheless, many homes built before lead solder was banned in 1986 contain interior copper piping and lead solder that also can result in lead leaching into drinking water.

The water systems are in compliance with water quality standards, but these standards are being tightened, with Michigan set to lower the current lead action limit of 15 ppb in January of 2025 to 12 ppb and EPA to further lower the lead action limit to 10 ppb in 2027. As such it is important to evaluate opportunities to be prepared to optimize corrosion control treatment at the water plant if it is needed and to understand that if it is needed, treatment will be long term. In addition, Michigan EGLE is now recommending corrosion control studies for all community water systems which may contain lead service lines and will require systems to add corrosion control treatment if the lead action limit is exceeded with the implementation of the EPA rule in 2027.

The Corrosion Control Study approved by the City Commission was in the amount of \$157,000. The

Pipe Loop Testing task as part of the study was \$101,800. Cornwell has furnished *Contract Amendment 1* in the amount of \$55,460.00 for additional pipe loop testing which includes project manager, meetings and testing to continue through July 1, 2025. This will increase the contract fee to \$212,460.00.

***Action Requested:*** Please consider Corrosion Control Contract Amendment 1 to the 2022 agreement from Cornwell Engineering of Newport News, VA in the amount of \$55,460.00 for extended study through July 1, 2025 for the purpose of evaluating the effectiveness of corrosion control through a full four season study period which will increase the contract fee from \$157,000 to \$212,460. Funds are available in the 2024/2025 Water Fund Budget.

**ATTACHMENTS:**

- Corrosion Control Study-Contract Amendment-Cornwell (DOCX)
- Cornwell Corrosion Control Treatment Study Amendment 1 Fee Estimate (PDF)
- Corrosion Control Study 5-12-22 Bid Tab Clerk (PDF)

**AMENDMENT 1 TO AGREEMENT  
BETWEEN  
CORNWELL ENGINEERING GROUP (CORNWELL)  
AND  
City of St. Joseph (CITY)  
FOR  
PROFESSIONAL SERVICES**

WHEREAS ENGINEER and CITY entered into an AGREEMENT dated June 27,2022 for ENGINEER to perform certain services related to the CITY.

AND whereas the two parties wish to amend that agreement to include new scope items and fee,

THAT AGREEMENT is amended to include additional services and fee as follows:

ENGINEER and CITY agree as set forth below:

1. ENGINEER will abide by the original terms of the AGREEMENT
2. ENGINEER will provide the following additional services:

In accordance with the original AGREEMENT, ENGINEER was to provide data review and hold monthly meetings to discuss the data for the corrosion control testing being conducted at the CITY’s water treatment plant. The CITY wishes to extend those service through June 2025.

The original fee of \$157,000 is increased by \$55,460 for a total fee of \$212,460.

CORNWELL

City of St. Joseph

By: David Cornwell

Title: President

Date:

By:

Title:

Date:

Attachment: Corrosion Control Study-Contract Amendment-Cornwell (10323 : Corrosion Control Study Extension)



ATTACHMENT A  
Estimate City of St. Joseph, MI

Contract Amendment 1  
FEE ESTIMATE

LABOR COSTS		STAFFING HOURS						Subtotal Hours	Subtotal Labor	Expense	Subt Cos	
Employee Name		DC	RB	NMT	BS	AK	CT					AK
TASK DESCRIPTION	Employee Classification	Technical Director	Project Manager	Sr. Principal Engineer	Engineer/ Chemist	Tech	CADD					Admin Assistant
Billing Rate		\$260.00	\$240.00	\$180.00	\$120.00	\$65.00	\$80.00	\$65.00				
Phase No.	PHASE TITLE											
1	Extend operations oct 1 to july 1-9 mo	81	0	0	270	0	0	0	351	\$ 53,460	\$ 2,000	\$ 55
1.1	PM	18			36				54	\$ 9,000		\$ 9
1.2									0	\$ -		\$ -
1.3	Meetings	9			18				27	\$ 4,500		\$ 4
1.4									0	\$ -		\$ -
	testing	54			216				270	\$ 39,960	\$ 2,000	\$ 41

From: Fee CO 10.24

Attachment: Cornwell Corrosion Control Treatment Study Amendment 1 Fee Estimate (10323 : Corrosion

**Corrosion Control Study Bid Tab  
St. Joseph City Hall**



5/12/2022

3:00 PM

Consultant	Task 101-103, 201-204 Pipe Loop Testing	Task 104 Desktop CCT Study	Task 105 Pipe Scale Analysis	Total Not to Exceed Cost
Black & Veatch	\$91,890	\$16,140	\$12,800	\$120,830
JACOBS	\$118,030	\$20,580	\$21,100	\$159,710
Cornwell Engineering Group	\$101,800	\$33,840	\$21,360	\$157,000

Signed <i>Abby Bishop</i>	Witness <i>[Signature]</i>
Name: <i>Abby Bishop</i>	Name: <i>BREA ALIMENTI</i>
Title: <i>City Clerk</i>	Title: <i>WATER PLANT SUPERINTENDENT</i>
Date: <i>5-12-22</i>	Date: <i>5/12/22</i>

Attachment: Corrosion Control Study 5-12-22 Bid Tab Clerk (10323 : Corrosion Control Study Extension)

# Agenda Item

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**TO:** Members of the St. Joseph City Commission

**FROM:** Laurie Schmidt, City Attorney

**RE:** Ordinance Approving Contract with Benton Harbor: JWWTP

**MEETING DATE:** December 9, 2024

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Benton Harbor and St. Joseph have jointly operated the Benton Harbor St. Joseph Joint Wastewater Treatment Plant (the “Joint Plant”) since 1951, when both cities approved a contract and mirror ordinances approving the contract to jointly acquire and operate the facility under PA 129 of 1943 (“Act 129”). Act 129 allows two or more political subdivisions to contract for the joint ownership, use and/or operation of sewers and/or sewage disposal facilities, and such contract cannot exceed 50 years. If bond funding is sought, the contract must be adopted by ordinance. The original bonds issued for the Joint Plant acquisition and construction were satisfied and the Joint Plant has operated on a cash, or pay-as-you-go basis, ever since.

Several minor updates to the Cities’ ordinances followed, primarily addressing a name change and board membership provisions. The 1951 agreement was extended as part of ongoing sanitary sewer agreements with other municipalities and authorities, most recently as part of the 2019 Sanitary Sewer Service Agreement between Benton Harbor, St. Joseph, the Southwest Michigan Regional Sanitary Sewer and Water Authority, the Joint Wastewater Treatment Plant Board, and the Member Municipalities (Lincoln Charter Township, St. Joseph Charter Township, and Royaltown Township) for a 25-year term (ending in 2044) and the 2020 Sanitary Sewer Agreement between Benton Harbor, St. Joseph, Benton Charter Township, and the Joint Wastewater Treatment Plant Board for a similar 25-year term.

To keep rate increases at a sustainable level, Plant management is recommending issuing bonds to fund needed improvements to the Plant in the future. To have funding options through the issuance of bonds, the Cities must enter into a new agreement, not to exceed 50 years, and enact mirror ordinances adopting the agreement.

It is recommended that the Cities adopt mirror ordinances approving a new contract for a 50-year term to continue the existing joint ownership and operation of the Joint Wastewater Treatment Plant. The City of Benton Harbor is considering the same. Legal counsel for the Cities and the Plant have worked to coordinate updating the related agreements, including the Sanitary Sewer Agreements, and to ensure the agreements will meet legal requirements

Two documents are attached for your review and approval: (1) a new contract to continue the existence of the Joint Plant, and (2) an ordinance of the City adopting the new contract.

*Action Requested:* Motion to approve the Contract Providing for the Joint Ownership, Use, and Operation of a Sewage Disposal Facility Jointly with the City of Benton Harbor, and to give a first reading to the Ordinance Approving a Contract Providing for the Joint Ownership, Use, and Operation of a Sewage Disposal Facility Jointly with the City of Benton Harbor, as presented.

*Action Requested:* Motion to give a first reading to the Ordinance Approving a Contract Providing for the Joint Ownership, Use, and Operation of a Sewage Disposal Facility Jointly with the City of Benton Harbor, as presented.

**ATTACHMENTS:**

- Ordinance Approving Contract (St. Joseph)20241206 (PDF)
- BHSJJWWTP Agreement (002)FIN 20241205 (PDF)

City of St. Joseph  
County of Berrien, Michigan

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ORDINANCE APPROVING A CONTRACT PROVIDING FOR THE JOINT OWNERSHIP, USE, AND OPERATION OF A SEWAGE DISPOSAL FACILITY JOINTLY WITH THE CITY OF BENTON HARBOR, COUNTY OF BERRIEN, STATE OF MICHIGAN PURSUANT TO THE PROVISIONS OF ACT 129, PUBLIC ACTS OF MICHIGAN, 1942, AS AMENDED

WHEREAS, pursuant to Act 129, Public Acts of Michigan, 1943, as amended (“Act 129”), the Benton Harbor - St. Joseph Joint Wastewater Treatment Plant, County of Berrien, State of Michigan (the “Joint Plant”) was jointly established as a sewage disposal facility by the City of Benton Harbor (“Benton Harbor”) and the City of St. Joseph (“St. Joseph”) pursuant to a contract by and between Benton Harbor and St. Joseph dated January 30, 1951 and amended in 1951, 1983, 1999, and 2009 (as amended, the “Initial Contract”), and further extended by agreements in 2019 and 2020; and

WHEREAS, Act 129 provides that the term of a contract between two or more municipalities for the joint ownership, use and/or operation may be for a term of up to 50 years; and

WHEREAS, Benton Harbor and St. Joseph desire to enter into a new contract (the “Contract”) related to the continued joint ownership, use, and operation of the sewage disposal facility established under the Initial Contract; and

WHEREAS, Benton Harbor and St. Joseph desire to adopt an ordinance to approve the form of the Contract, attached hereto as Exhibit A and incorporated herein as if fully set forth herein.

NOW, THEREFORE, THE CITY OF ST. JOSEPH ORDAINS:

1. The Contract providing for the joint ownership, use, and operation of a sewage disposal facility jointly with the City of Benton Harbor, County of Berrien, State of Michigan, pursuant to the provisions of Act 129, Public Acts of Michigan 1942, as amended, the form of which is included herein as Exhibit A, is hereby approved and the St. Joseph Mayor and City Clerk are each authorized and directed to execute the Contract on behalf of the City.

2. All ordinances and parts of ordinances insofar as they conflict with the provisions of this resolution are hereby rescinded.

3. This Ordinance shall be published in *The Herald Palladium*, a newspaper of general circulation in the City of St. Joseph qualified under State law to publish legal notices, within 14 days after its final passage by the City Commissions of each of the Cities of St. Joseph and Benton Harbor.

4. This Ordinance being necessary to the public peace, health, and safety, shall become effective immediately upon the date it is last adopted by the City Commissions of each of the Cities of St. Joseph and Benton Harbor, and shall not become effective until it is so adopted by both

Cities and officially recorded in the minutes of the meeting of each Commission at which it was adopted.

Passed and adopted on this \_\_\_\_ day of \_\_\_\_\_, 2024.

/s/ \_\_\_\_\_  
Brook Thomas, Mayor

/s/ \_\_\_\_\_  
Abby Bishop, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Commission of the City of St. Joseph, County of Berrien, State of Michigan, at a regular meeting held on the 13<sup>th</sup> day of January, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: \_\_\_\_\_ and that the following Members were absent: \_\_\_\_\_.

I further certify that Member \_\_\_\_\_ moved adoption of said Ordinance, and that said motion was supported by Member \_\_\_\_\_.

I further certify that the following Members voted for adoption of said Ordinance: \_\_\_\_\_ and that the following Members voted against adoption of said Ordinance: \_\_\_\_\_.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and City Clerk. I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of St. Joseph, County of Berrien, State of Michigan, at a regular meeting held on the 13<sup>th</sup> day of January, 2025, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of the meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Abby Bishop, City Clerk

Attachment: Ordinance Approving Contract (St. Joseph)20241206 (10205 : Ordinance Approving Contract with Benton Harbor: JWWTP)

**EXHIBIT A**  
**BENTON HARBOR – ST. JOSEPH JOINT SEWAGE DISPOSAL CONTRACT**

Attachment: Ordinance Approving Contract (St. Joseph)20241206 (10205 : Ordinance Approving Contract with Benton Harbor: JWWTP)

**BENTON HARBOR – ST. JOSEPH  
JOINT SEWAGE DISPOSAL CONTRACT**

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Agreement”), between the CITY OF BENTON HARBOR, a municipal corporation in Berrien County, created and existing under the laws of the State of Michigan, (“Benton Harbor”), and the CITY OF ST. JOSEPH, a municipal corporation in Berrien County, created and existing under the laws of the State of Michigan (“St. Joseph”) (each a “City” and, collectively, the “Cities”).

WITNESSETH:

WHEREAS, pursuant to Act 129, Public Acts of Michigan, 1943, as amended (“Act 129”), the Benton Harbor St. Joseph Joint Wastewater Treatment Plant, County of Berrien, State of Michigan (the “Joint Plant”) was jointly established as a sewage disposal facility by the City of Benton Harbor (“Benton Harbor”) and the City of St. Joseph (“St. Joseph”) pursuant to a contract first entered into by and between Benton Harbor and St. Joseph dated January 30, 1951 and approved by ordinance to allow the sale of jointly issued revenue bonds to fund the same, and amended by ordinance in 1951, 1983, 1999, and 2009 (as amended, the “Initial Contract”); and

WHEREAS, Act 129 provides that the term of a contract between two or more municipalities for the joint ownership, use and/or operation may be for a term of up to 50 years; and

WHEREAS, Benton Harbor and St. Joseph desire to enter into this Agreement for the continued joint ownership, use, and operation of the sewage disposal facility established under the Initial Contract.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Cities agree as follows:

1. Description of Joint Plant. The Cities shall continue to jointly own and operate the Joint Plant described as follows:

A joint sewage disposal plant located on the island between the St. Joseph River and the Morrison Channel, on Univ. Lots 24 and 25, and parts of Univ. Lots 16, 17, 26 and 27, Sec. 24, T4S, R19W, and a pipe line under the St. Joseph River and Morrison Channel connected to the separate Benton Harbor interceptor sewers on the east bank of the St. Joseph River, the St. Joseph interceptor sewers on the west bank of the Morrison Channel, and the sewage treatment plant.

2. Ownership. The ownership of the Joint Plant shall remain vested in Benton Harbor and St. Joseph as tenants in common.

3. Control and Management. The control, management and operation of the Joint Plant, subject to the provisions herein contained, hereby remains vested in a joint board of members consisting of eight (8) members and currently known as the “Joint Board of the Benton Harbor – St. Joseph Wastewater Treatment Plant” (the “Joint Board”).



4. Joint Board Composition; Appointment of Members; Salaries. The Joint Board shall continue to consist of six (6) appointed members and the City Managers of the Cities (or the alternates of the City Managers, as appointed by their respective Mayors, with the approval and consent of their respective City Commissions). Two (2) members shall be appointed by the Mayor of Benton Harbor, with the approval of and consent of the City Commission; two (2) members shall be appointed by the Mayor of St. Joseph, with the approval and consent of the City Commission; one (1) member shall be appointed by the Supervisor of Benton Township, with the approval and consent of the Township Board; and one (1) member shall be appointed by the Southwest Michigan Regional Sanitary Sewer and Water Authority. One alternate for each appointed member may be permitted. The Benton Harbor and St. Joseph alternates shall be appointed by their respective Mayors, with the approval and consent of their respective City Commissions. The Benton Township alternate shall be appointed by the Supervisor of Benton Township, with the approval and consent of the Township Board. The Southwest Michigan Regional Sanitary Sewer and Water Authority alternate shall be appointed by the Southwest Michigan Regional Sanitary Sewer and Water Authority. The terms of the appointed members shall be staggered so that not more than two terms shall expire in any one year. Except for an initial term of office, no term of an appointed commissioner shall be less than four (4) years.

The members of the Joint Board shall subscribe to an oath of office required for public officers by the Constitution of the State of Michigan, and shall designate one of their members as chairman (the "Chair"), one as secretary (the "Secretary"), and one as treasurer (the "Treasurer"), and may make such regulations and by-laws for the handling of its affairs as it may in its discretion see fit.

The Joint Board shall cause to be kept a written or printed record of every session of the Joint Board, which record shall be public. They shall also provide for a system of accounts to conform to any uniform system required by law, and for the auditing at least once yearly of the accounts of the Joint Board by a competent certified public accountant. The Joint Board shall require of the Treasurer, a suitable bond by a responsible bonding company, the expense therefore to be considered as an operation expense of the Joint Plant.

The Joint Board shall employ the personnel and employees it deems necessary to carry out its functions and the operation and maintenance of the Joint Plant. The members of the Joint Board shall receive no compensation of the Joint Plant for their services, except that each member shall be paid the sum of Fifty Dollars (\$50.00) for attending meetings of said Joint Board, not exceeding twelve (12) in any one year. Such compensation and salaries of employees shall be considered an operation and maintenance expense of the Joint Plant.

5. Fixing and Revising Rates; Operating Year. The rates and charges for service furnished by and the use of the Joint Plant and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Agreement. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the Joint Plant as are necessary to preserve the Joint Plant in good repair and working order, to provide for the payment of principal of and interest on any revenue bonds now outstanding or issued by the Joint Plant as the same become due and payable, and to provide for all other obligations, expenditures and funds for the Joint Plant required by law and this Agreement. It is hereby covenanted and agreed to fix and

maintain rates for services furnished by the Joint Plant at all times sufficient to provide for the payment of one hundred percent (100%) of the expense of administration and operation and such expenses for maintenance of the Joint Plant as are necessary to preserve the System in good repair and working order, and to provide for all other obligations, expenditures and funds for the Joint Plant required by law, including specifically to provide for payment of principal of, interest, and premium, if any, on revenue bonds now outstanding or issued by the Joint Plant.

The rates and charges for operation, maintenance, replacement, and administration hereby established shall be based upon a methodology which complies with the applicable federal and state statutes and regulations. The amount of the rates and charges shall be sufficient to provide for debt service and for the expenses of operation, maintenance, replacement, and administration of the Joint Plant as necessary to preserve the same in good repair and working order. The amount of the rates and charges shall be reviewed by the Joint Board annually and revised when necessary to ensure the Joint Plant's expenses are met and that all users pay their proportionate share of operation, maintenance, replacement, and administration expenses.

If the Joint Board determines that a revision of rates is necessary or advisable, it shall notify, in writing, the governing bodies of the Cities specifying in detail the new rate schedule and the necessity for the revision. Such new rate schedule shall be embodied in an appropriate resolution or ordinance to be adopted by said governing bodies and shall become effective as of the next succeeding quarterly period or as of the commencement of the next succeeding operating year if so specified by the Joint Board. The operating year, as herein referred to, shall commence on July 1<sup>st</sup> and end on June 30<sup>th</sup>.

7. Duties of Joint Board. The Joint Board shall have control of the construction, operation, repair and management and future improvement of the Joint Plant and shall comply with and carry out all of the provisions of this Agreement relating thereto and relating to the use and disposition of the revenues of said Joint Plant as set forth in detail in the Rate Ordinance and Act 94, Public Acts of Michigan, 1933, as amended.

8. Control and Jurisdiction of Sewer Systems; Receipt of Excess Sewage. Each City shall retain complete control and jurisdiction of their respective sewer systems and shall acquire, construct, and maintain all intercepting sewers and appurtenances necessary to collect their sewage for treatment at the Joint Plant and deliver such sewage to the Joint Plant for treatment and disposal at the point or points designated by the Joint Board.

Either City may receive sewage in its own sewage disposal system from outside its corporate limits in an amount not exceeding 100,000 gallons per day without prior approval of the other City that is a party to this Agreement, but neither of the Cities shall receive sewage from beyond their corporate limits in an amount in excess of 100,000 gallons per day, without the prior approval of the other City that is a party to this contract. Such approval must be furnished by a resolution of the governing body of the other City. Such approval shall be required prior to either City agreeing to dispose of said outside sewage in amounts in excess of 100,000 gallon units.

9. No Limitation on City Sewage Disposal Charges. Nothing herein contained shall be construed to prevent either City from establishing and collecting a sewage disposal charge of its own, over and above that fixed by the Joint Board, for the purpose of operating, maintaining,

repairing and improving its own sewer system, and other administrative expenses resulting from the collection of the rates fixed by the Joint Board.

10. Creation of Operating Budget. The Joint Board shall, at least thirty (30) days prior to the commencement of each Operating Year, adopt a budget covering the estimated cost of operation and maintenance of the Joint Plant for the next succeeding Operating Year. A certified copy of such budget shall be sent to the governing bodies of the Cities. Said budget shall include the estimated income and the estimated costs of operation, maintenance and repair of the Joint Plant, wages and salaries of employees, compensation of members, insurance premiums and bonding fees, amounts needed for principal and interest payments and payments into any reserve accounts or other funds required by the Rate Ordinance, and all other expenses properly chargeable to the operation, maintenance and debt service of the Joint Plant. The amounts transferred to the operation and maintenance fund established by ordinances during a given Operating Year shall not exceed the amount specified in the budget for that Operating Year unless approved by a two-thirds (2/3) vote of the members of the Joint Board.

11. Default. If either City shall default in any of its obligations under this Agreement, or under the Rate Ordinance, including the obligation of each to collect the rates for use of the Joint Plant established by the Rate Ordinance or any subsequent revisions thereof by the Joint Board, and the obligation to remit the proceeds of the collections thereof to the Treasurer, all as required by the provisions of this Agreement and the Rate Ordinance, and if such default continues for a period of ninety (90) days after the City in default (the “Defaulting City”) has been notified by the Joint Board through the sending of a notice by registered mail addressed to the clerk of the Defaulting City, the city which is not in default (the “Non-Defaulting City”) shall be entitled immediately, upon the adoption of a resolution to such effect by its governing body, to take possession of the Joint Plant and all funds belonging thereto and all books and records pertaining thereto, and to operate the Joint Plant either through its own officials and employees or through the medium of the Joint Board herein created, whichever may seem the most desirable. In the event of such operation, the Non-Defaulting City shall operate the Joint Plant in all respects in the manner herein provided and shall be entitled to institute legal action in law or in equity to compel performance by the Defaulting City of all of its obligations under this Agreement and to compel payment by the Defaulting City of all sums due under this Agreement. Whenever all defaults existing hereunder shall have been remedied and all sums due and owing by reason of the change in operation of the Joint Plant shall have been paid, possession of the Joint Plant shall be restored to the Joint Board and the Joint Board shall continue the operation of the Joint Plant in all respects as though no default had occurred, subject always, however, to the right of either City to assume possession and operation of the Joint Plant in the event of a future default by the other.

12. Joint Revenue Bonds. Both Cities recognize that joint revenue bonds maybe sold under the provisions of the ordinance, Act 129, Public Acts of Michigan, 1943 and Act 94, Public Acts of Michigan, 1933, as amended, and in reliance upon the provisions of this Agreement, and that from time to time the holders of the bonds will have a contract right in this Agreement. It is therefore covenanted and agreed by the Cities that so long as any joint revenue bonds remain outstanding and unpaid, the provisions of this Agreement shall not be subject to any alteration or change which would unfavorably affect either the security of the bonds or the prompt payment of principal or interest thereon. The Cities further covenant and agree that so long as any joint revenue bonds of the Joint Plant remain outstanding and unpaid the Cities will continue, in the

manner in which provision is herein made, to own and operate the Joint Plant, to cause such operation to be carried out as economically as possible, and to cause to be made all repairs and replacements necessary to keep such system in good repair and working order, and no act will be done or suffered to be done by either City which will affect the Joint Plant or the revenues thereof in such a way as to impair the prompt payment of principal and interest on the joint revenue bonds of the Joint Plant.

13. Term. The provisions of this Agreement shall remain in full force and effect until all bonds payable from the revenues of the Joint Plant, authorized by the Rate Ordinance, have been paid in full, but in any event for a period not longer than fifty (50) years.

IN WITNESS WHEREOF the City of Benton Harbor, pursuant to an ordinance duly and properly adopted by its City Commission on December 16, 2024, has caused this Contract to be executed on its behalf by its Mayor and attested by its City Clerk, and the City of St. Joseph pursuant to an ordinance duly and properly adopted by its City Commission on January 13, 2025, has caused this contract to be executed on its behalf by its Mayor and attested by its City Clerk, all as of this 13<sup>th</sup> day of January, 2025.

CITY OF BENTON HARBOR

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

CITY OF ST. JOSEPH

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

41989387.3/102706.00003

Attachment: BHSJJWWTP Agreement (002)FIN 20241205 (10205 : Ordinance Approving Contract with Benton Harbor: JWWTP)