

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

AGENDA January 13, 2025 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. Cub Scout Pack 623 Presentation
- 3. Approval of Agenda
- 4. Public Comment For Items on the Consent Agenda or Not on the Agenda Please Limit Comments to Three Minutes

Consent Agenda

- 5. Regular Meeting Minutes of Monday, December 09, 2024
- 6. Invoice and Tax Disbursements
- 7. 2025-2028 School Agreements
- 8. Summary of the 2025 Property Maintenance Program Focus Area 4A
- 9. Category B Grant MDOT Contract

Old Business

- 10. Silver Beach County Park Traffic and Parking Update
- 11. Wayfinding Fabrication and Installation
- 12. Ordinance Approving Contract with Benton Harbor: JWWTP Second Reading
- 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 Final Reading

New Business

- 14. Zoning Ordinance Text Amendment Sections 4.6.3, 4.6.4, 11.12.22 Allow Medium/Heavy Social Institutions as a permitted use in the CO Districts on the street level/first floor Curious Kids' Museum First Reading
- 15. Revitalization and Placemaking (RAP) Grant Opportunity

City Comments

- 16. City Manager Comments
- 17. City Commission Comments

Closed Session

- 18. Closed Session
- 19. Return to Open Session

Adjournment

Agenda Item

TO:	Members of the St. Joseph City Commission
FROM:	Brook Thomas, Mayor
RE:	Cub Scout Pack 623 Presentation
MEETING DATE:	January 13, 2025

Leaders and scouts from Cub Scout Pack 623 will make a presentation to the Department of Public Safety in support of our local first responders. The Pack will also share information about their recent Howard Trail cleanup.

ATTACHMENTS:

- Pack 623-1 (JPG)
- Pack 623-2 (JPG)

Page 1





Minutes Acceptance: Minutes of Dec 9, 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 December 9, 2024.

Call to Order

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The meeting was	s called to order	at 6:03 PM b	v Mavor	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	
Abby Bishop	City Clerk	Present	

Announcements

Order of Business

- 1. Pledge of Allegiance
- 2. Approval of Agenda

MOTION: To approve the Agenda as presented	MOTION:	To approve	the Agenda as	presented.
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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Fernandez, Commissioner
SECONDER:	Michael Sarola, Commissioner
AYES:	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Fernandez,
	Commissioner Ulrey

3. Public Comment

Jessica Chabot, 403 State St, expressed her concerns about paid parking downtown and how it will affect residents, especially during Special Events when parking is already difficult.

Julia presented a foster care program called Heart for Home. She also provided statistics on foster children and encouraged people to get involved and be a part of the solution.

Dan Leung, owner of Licks Sweet Treats, stated he was last year's concessionaire for the ice rink. He wants to understand why his contract was terminated and the terms were not enforced.

Tim Hanley, Lions Park Dr, expressed concerns about debris spreading from a neighbor's recent construction onto his property and other surrounding neighbor's properties.

Consent Agenda

MOTION: To approve the Consent Agenda as presented.

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

- Regular Meeting Minutes of Monday, November 18, 2024
 Approved the Minutes of November 18, 2024, as presented.
- 5. Special Joint Meeting Minutes of Monday, November 18, 2024 Approved the Minutes of November 18, 2024, as presented.
- 6. Invoice and Tax Disbursements

Approved the invoice and tax disbursements as presented.

7. New Board Appointment

Approved the appointment of Meredith Frank to the Library Board with a term expiring on April 30, 2026.

8. 2025 Poverty Exemption Guidelines

Approved the 2025 Federal Poverty Guidelines and Asset Test and allowed property owners to appeal their 2025 property assessments by mail.

9. 2025 Fireworks

Approved the contract with Pyrotecnico Fireworks Inc. and authorized the City Manager to execute the agreements on behalf of the City of St. Joseph.

10. Right of Way & Cemetery Mowing Contract

Accepted the pricing in the proposal from Creative Landscaping of St. Joseph for lawn maintenance services for 2025 and 2026 and authorized the City Manager to execute the appropriate documents.

11. Fertilization and Weed Control Contract

Approved the proposal from TruGreen Commercial of South Bend, Indiana to provide fertilization and weed control for the City of St. Joseph for \$10,395.00 per year for two years, as submitted.

12. Salt Truck Repair

Approved the proposal and necessary repair work from West Michigan International, of Kalamazoo MI, in the amount of \$46,394.84 and authorized the City Manager to execute the appropriate documents on behalf of the City.

13. High Service Pump #3 Rebuild

Approved 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.

14. Category B Grant - MDOT Contract

RESOLUTION 2024-RES-38 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 9th day of December, 2024.

BY:

Emily W.N. Hackworth, City Manager

ATTEST:

Abby Bishop, City Clerk

Approved the Resolution for the St. Joseph Drive and Midway Avenue Resurfacing Project MDOT Contract 24-5451 and authorized the City Manager and City Clerk to sign the agreement on behalf of the City.

Reports

15. Audit Report - June 30, 2024

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. Jamie Wilkey with Lauterbach & Amen, LLP presented a slideshow summarizing the audit report. Wilkey advised that the City was issued an unmodified or "Clean" audit opinion, which is the highest-level opinion that any auditor can issue to any local government each year. Two communication letters were also issued with the audit, the SAS 114 and a Management Letter.

Wilkey highlighted the different fund results and balances. She provided charts explaining the City's various revenue sources and showed how they compared and the City's expenditures. Wilkey also provided a chart with the City's fund balance, explaining the different pieces of restricted, assigned, unassigned, non-spendable, and committed totals. She provided graphs of general, enterprise, pension, and OPEB fund results, and how those numbers were affected based on revenues and expenditures and any budget changes that occurred. The City stayed within its budget, with actual revenues higher and actual expenditures lower than budgeted. Actual total revenues were \$12,794,362 and over expenditures, resulting in a positive change to the actual fund balance of \$1,043,340. Wilkey noted that the report is a draft pending receipt of the audit of the Benton Harbor St Joseph Joint Wastewater Treatment Plant, which is expected within the next few days.

Wilkey stated that the Finance Director, Ben Reynnells, did an outstanding job preparing for the audit and thanked the finance team for being so accommodating.

Commissioner Fernandez stated he was very pleased with the full presentation they received.

Mayor Thomas asked, as this was their first year auditing the City, if they have access to past years' audits and if they review them. Wilkey stated that they do, but typically, they like to approach the first-year audit with a fresh set of eyes. She added that they are not only looking for compliance with internal controls but also the ability to give some feedback on best practices.

Old Business

16. Establishment of OPRA District

Andrew Haan with Cornerstone Alliance presented a slideshow on the Obsolete Property Rehabilitation Act (OPRA). Haan explained the basics of tax abatement and described the many different types. He showed how this tax abatement is a win-win for the community and property owner. Haan explained that OPRA offers property tax exemptions for commercial housing properties that undergo rehabilitation to support urban revitalization and reduce blight. He described the specifics of OPRA, which allows the municipality to freeze taxable value for up to 12 years and gives incentives for developers to make significant improvements.

Haan stated that the first step to qualify is to set the OPRA district. He specified the criteria applicants needed to meet, explained the process after the district is established, including that the City adopt a resolution supporting the district, and outlined the steps to receive the certificate. Haan explained why the community would benefit from this abatement.

Public Hearing opened at 6:37 PM.

There were no public comments or Commission comments.

MOTION: To close the Public Hearing.

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

Public Hearing Closed at 6:38 PM.

17. Resolution to Establish OPRA District 500 Main

City Manager Emily Hackworth stated that after holding the public hearing and considering all information presented, the City Commission will vote on whether to adopt the Resolution to Establish an Obsolete Property Rehabilitation District for the parcel of land identified as 500 Main Street, St. Joseph, Michigan. Hackworth explained that 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.

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, 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

<u>Legal Description of District</u>: 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.

MOTION: 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.

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

18. Public Hearing on Request for OPRA Exemption Certificate: 500 Main Street

Mayor Thomas opened the public hearing at 6:41 PM for the OPRA Exemption Certificate for 500 Main Street.

Shannon Kutchek, property owner of 500 Main Street and applicant, presented a slideshow on their future plans for the former library. Kutchek described key features they plan to include in the building, such as six hotel rooms, lounges, a breakfast counter, an office, a roof deck, and a brick patio. She also described an interior elevator, entrances, and a sprinkler system. Kutchek explained the historical aspect of the building is important to them, and they plan to preserve as much of the architecture of the building as possible. Kutchek presented drawings of the hotel rooms and showed the layout of the building, described their goals for the building's artwork and artifacts, and projected outcomes for staffing and investments back into the community.

Kutchek stated they tried several different types of funding for the project, but the building did not fit other economic development incentive tools. The building is functionally obsolete, and the taxes doubled after the purchase, so they want the funding opportunity to get the business going and to become successful. Kutchek stated they are excited to begin and shared some potential positive impacts their business will bring to the community and neighboring businesses. Kutchek

6:00 PM

conservatively estimated that 6 rooms with occupancy of 60-70% will be 1,500 room nights rented, and \$225,000 spent at local businesses.

Commissioner Sarola asked if there is an expected completion date for the work. Kutchek stated they plan to complete it in August 2025.

Mayor Thomas inquired about the specific items listed in the final design. Kutchek explained that many of those items, such as upgraded heat and new windows, will not add value to the property but are required because they have deteriorated.

Commissioner Sarola asked when the abatement would start. Kutchek believes it would be in 2026. Sarola stated that this project is particularly neat because it will be shared with the public and allow more people to experience the building compared to its current use as an office. Kutchek added that they plan to buy back many of the books from the original library to have on site.

Chris Lannert stated he owns the building across the street and has gotten to know the property owners, who are very sincere. He said this is exactly the kind of thing that we are trying to accomplish in the City and feels this is a marvelous, welcomed addition to the community.

MOTION: To close the Public Hearing.

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

The public hearing was closed at 6:52 PM.

19. Resolution to Approve OPRA Exemption Certificate: 500 Main Street

City Manager Emily Hackworth stated that after holding the public hearing, the City Commission needs to 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.

Hackworth explained that 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 it will not be extended in place of the criteria statement. If the Commission does not support the request for the OPRA exemption certificate, it should vote to disapprove the Resolution.

Mayor Thomas began the discussion on whether to start with 12 years or something less, with a possible extension. Commissioner Sarola stated that the criteria for the extension would need to be established now. Thomas stated that the criteria could be all the items spelled out in the obsolete letter, saying what is wrong with the building and what needs to be repaired and replaced.

Mayor Thomas asked how often the exemption is granted for 12 years. Andrew Haan stated they are rarely given for a shorter period.

Commissioner Fernandez pointed out that the OPRA District already has a clause that provides protection against the property not being used for its intended purpose. For that reason, he is comfortable with 12 years.

Commissioner Sarola asked Haan about the annual calculation of the abatement value, not knowing what the property value would be in 12 years. Haan explained that they have worked very closely with the assessor and are confident in their estimate. He stated he would be shocked if the abatement shifted more than 25%.

Commissioner Sarola explained that by understanding the value of the abatement, he is comfortable with approving the whole 12 years.

Commissioner Binkley said they are not setting a precedent by approving this in this way; each project is different. Commissioner Ulrey agreed, stating that this is a very unique project.

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

6:00 PM

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, 2025, and ending December 30, 2037, pursuant to the provisions of PA 146 of 2000, as amended.

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, as presented.

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

20. SJPS Easements

Assistant City Manager Tim Zebell stated the Dickinson Park Drain Repair and Sewer Service Project, awarded to Kalin Construction at the last City Commission meeting, requires easements for the work on St Joseph School's property. Zebell advised that they are requesting approval of the easements to proceed with the work, and he expects the School Board to approve them as well. Zebell stated that City Attorney Laurie Schmidt has been working with the school's attorney, and everyone agrees with the language. Zebell explained that this is a formality but also important to have in place so the responsibilities are clear.

MOTION: To approve 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.

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

New Business

21. Cornerstone Alliance Annual Update & Contract Renewal

Andrew Haan with Cornerstone Alliance presented a slideshow briefly describing some of the work and projects Cornerstone Alliance has been involved with in the City and community over

the last year. Haan expressed gratitude for the City's partnership and support from the community. He shared what is next for Cornerstone and his excitement for future opportunities.

City Manager Emily Hackworth stated that Cornerstone Alliance has been a fabulous partner and thinks they have made a great impact on the City.

Mayor Thomas thanked Cornerstone Alliance for the work they do in the City and beyond, which helps us all do well together.

MOTION: To approve, and ask the City Manager to execute, the attached agreement	with
Cornerstone Alliance for CY 2025.	

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

22. Corrosion Control Treatment Study Contract Amendment

Water Plant Superintendent Greg Alimenti presented a slideshow explaining the Corrosion Control Study, which is currently underway at the water plant, utilizing pipe loop testing, scale analysis, and a desktop study to identify changes in corrosion control treatment to minimize leaching of lead while also maintaining simultaneous compliance and producing stable finished drinking water. Alimenti explained the background of the study and the three different components. He provided graphs showing different lead levels throughout the study and how they were affected by varying levels of orthophosphate dosing.

Alimenti advised that four to six months of pipe loop testing were planned under the terms of the original professional services agreement with Cornwell. He stated they are seeking an extension of the contract to July 2025 to study the effectiveness of corrosion control over a four-season period.

Commissioner Sarola wanted to know what they expected to find that had not already been done. Alimenti said they are looking for seasonal variations, such as the effect of cold water and lake turnover. Sarola asked if the dosing would vary depending on the season. Alimenti said the dosing would not change and would be maintained at 2 milligrams per liter.

Commissioner Binkley wanted to know why all the rigs were different. Alimenti explained that it provides a variability to better represent the entire system.

Mayor Thomas inquired about the age of the pipes being tested. Alimenti believes they are all the same age.

Commissioner Sarola stated that this company benchmarks our results against other communities and asked if other communities are also engaged in this testing with them. Alimenti stated yes, in Grand Rapids.

Discussion followed on whether dosing would be needed after all the lead lines were replaced. City Engineer Tim Zebell explained the challenges in changing dosing in the future and the need to get it right at the beginning. 5

MOTION: To approve the 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.

	6
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michele Binkley, Mayor pro tem
SECONDER:	Michael Fernandez, Commissioner
AYES:	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Fernandez,
	Commissioner Ulrey

23. Ordinance Approving Contract with Benton Harbor: JWWTP

City Engineer Tim Zebell explained that the City of Benton Harbor and St Joseph co-own the Joint Wastewater Treatment Plant, which also serves the surrounding townships through separate agreements. The request is for approval of a new 50-year contract to continue operating the joint wastewater treatment plant, followed by an ordinance to adopt the contract. Zebell stated that the City of Benton Harbor is considering a mirror agreement and legal counsel for the Cities have coordinated their efforts to ensure that the agreements meet legal requirements.

Zebell stated that the Plant was first operated in 1951 and, after the bonds were paid off, was in a position to pay cash for improvements. He explained that the motivation for the request is to give the plant the ability to issue bonds for future improvements if needed, so future rate increases are sustainable to the ratepayers. The ordinance is needed by law if a bond is issued.

City Manager Emily Hackworth added that there had been a long-standing agreement, and this is to continue the same arrangement with no changes. Zebell added that the Plant has been operating under an extension to the original agreement but does not allow them to bond, so it was not the right format.

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.

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

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.

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

City Comments

24. City Manager Comments

6:00 PM

City Manager Emily Hackworth thanked Greg Alimenti for his hard work and kudos to Greg Grothous and the Public Works staff for a job well done on Light up the Bluff.

25. City Commission Comments

Commissioner Fernandez stated this was the last meeting of the year and thanked everyone.

Mayor Thomas mentioned a few events in the City, such as Light Up the Bluff and Reindog Parade. She also stated that Santa was in town and thanked everyone for helping make downtown beautiful.

Adjournment

The meeting was closed at 7:36 PM

Action Items

Presiding Officer

City Clerk/ Recording Secretary

6:00 PM

Agenda Item

TO:	Members of the St. Joseph City Commission
FROM:	Ben Reynnells, Finance Director
RE:	Invoice and Tax Disbursements
MEETING DATE:	January 13, 2025

As part of the consent agenda, please consider approval of the following invoices and disbursements from December 14, 2024, through January 10, 2025.

Regular invoices: \$5,103,325.10

Tax disbursements: \$109,498.44

Total disbursed: \$5,212,823.54

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

ATTACHMENTS:

• EXP CHECK RUN DATES 12-07-2024 TO 01-10-2025 (PDF)

Page 1

GL Number	Vendor	Invoice Description	Amoun
Fund 101 General Fund			
Dept 000.000			
01-000.000-204.000	STATE OF MICHIGAN	REFUND - COURTNEY HUDSON	250.71
101-000.000-273.000	BERRIEN COUNTY INTERMEDIATE	2023 TAX - RESA GENERAL	55.80
01-000.000-273.000	BERRIEN COUNTY INTERMEDIATE	2023 TAX - RESA SPECIAL	702.42
.01-000.000-273.000	BERRIEN COUNTY TREASURER	2023 TAX - COUNTY 911	144.01
01-000.000-273.000	BERRIEN COUNTY TREASURER	2023 TAX - COUNTY LAW EN	112.01
01-000.000-273.000	BERRIEN COUNTY TREASURER	2023 TAX - COUNTY SR CTR	96.01
01-000.000-273.000	BERRIEN COUNTY TREASURER	2023 TAX - COUNTY PARKS	32.00
01-000.000-273.000	BERRIEN COUNTY TREASURER	2023 TAX - COUNTY GENERAL	1,526.89
01-000.000-273.000	LAKE MICHIGAN COLLEGE	2023 TAX - LAKE MI COLEGE	725.39
01-000.000-273.000	SOUTHWEST MI REGIONAL AIRPORT	2023 TAX - SOUTHWEST MI REGIONAL AIROIRT	78.37
01-000.000-273.000	ST JOSEPH PUBLIC SCHOOLS	2023 TAX - SJPS SCH-2014BLDGS	318.59
01-000.000-273.000	ST JOSEPH PUBLIC SCHOOLS	2023 TAX - SJPS SCH-2010EBT	611.74
01-000.000-273.000	ST JOSEPH PUBLIC SCHOOLS	2023 TAX - SJPS SCH-2010DEBT	573.17
01-000.000-273.000	STATE OF MICHIGAN	2023 TAX - SJPS SET	1,921.38
01-000.000-273.000	STATE OF MICHIGAN	2023 TAX - SJPS OPERATING	7,616.40
01-000.000-273.500	JEWELL, KENNETH MICHAEL	MECHANICAL INSPECTION NOV 2024	3,072.00
01-000.000-273.500	KEYONE SERVICES PLLC	PLUMBING INSPECTOR NOV 2024	1,068.80
01-000.000-273.500	SIMPSON, KENNETH D.	ELECTRICAL INSPECTION NOV 2024	3,503.20
01-000.000-273.500	SIMPSON, KENNETH D.	ELECTRICAL INSPECTOR DEC 2024	5,112.80
01-000.000-273.500	JEWELL, KENNETH MICHAEL	MECHANICAL INSPECTOR DEC 2024	5,832.00
01-000.000-273.500	KEYONE SERVICES PLLC	PLUMBING INSPECTOR DEC 2024	3,119.20
51 000.000 275.500	Total For Dept 000.000		36,472.89
Pept 101.000 City Commission			
01-101.000-870.000	SOUTHWEST MI REGIONAL AIRPORT	2025 MEMBERSHIP	300.00
	Total For Dept 101.000 City Commission		300.00
ept 172.000 City Manager			
01-172.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	132.20
01-172.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	73.39
01-172.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	1,306.25
	Total For Dept 172.000 City Manager	-	1,511.84
ept 215.000 City Clerk			
01-215.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	14.60
01-215.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	5.82
01-215.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	17.28
01-215.000-887.000	KRISTAL CLEAR GRAPHICS LLC	NEWSLETTER	318.75
01-215.000-887.000	XPRESS PRINTING	DEC 2024 - JAN 2025 NEWSLETTER	3,328.36
01-215.000-888.000	HOLT BOSSE	2025 CALENDAR	1,105.00

GL Number	Vendor	Invoice Description	Amount
101-215.000-900.000	HERALD-PALLADIUM	NOTICE OF PUBLIC HEARING	139.50
	Total For Dept 215.000 City Clerk		4,929.31
Dept 235.000 Central Purchasing			
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	15.02
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	37.90
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	75.62
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	PAPER	49.00
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	PAPER	49.00
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	50.90
101-235.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	5,527.36
101-235.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	288.90
	Total For Dept 235.000 Central Purchasing		6,093.70
Dept 253.000 City Treasurer			
101-253.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	30.40
101-253.000-740.000	QUADIENT FINANCE USA, INC	DECEMBER BILLING - POSTAGE	3,228.25
101-253.000-740.000	BS & A SOFTWARE	S700 TERMINAL	1,050.00
101-253.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	8,587.85
101-253.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	825.76
101-253.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	110.84
101-253.000-860.000	BS & A SOFTWARE	GL, CR, MR, AND FA TRAINING	1,000.00
101 233.000 000.000	Total For Dept 253.000 City Treasurer		14,833.10
Dept 257.000 City Assessor			
101-257.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	10.14
101-257.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - CITY HALL	8.49
101-257.000-801.000	BLOOM SLUGGETT MORGAN	WHIRLPOOL MTT 24-00212 ENTIRE	791.00
101-257.000-801.000	SWISHER, ANTOINETTE	ASSISTANCE TO ASSESSOR	945.00
101-257.000-801.000	GAREY, MICHAEL	BOARD OF REVIEW FOR 12-24-2024	50.00
101-257.000-801.000	JUDD, ROBERT	BOARD OF REVIEW FOR 12-24-2024 BOARD OF REVIEW FOR 12-24-2024	50.00
101-257.000-801.000	LIEBERMAN, MICHAEL	BOARD OF REVIEW FOR 12-24-2024	50.00
101-257.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	190.00
101-257.000-860.000	BENNETT, MICKEY	REIMBURSEMENT FOR ASSESSING CLASS	40.20
101-257.000-880.000		ASSESSING PUBLICATION	83.25
101-257.000-900.000	HERALD-PALLADIUM Total For Dept 257.000 City Assessor	ASSESSING PUBLICATION	2,218.08
Dept 262.000 Elections			
101-262.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	10.40
101-262.000-740.000	PRINTING SYSTEMS, INC.	APPLICATIONS TO VOTE	63.70
101-262.000-740.000	FIRST NATIONAL BANK OF OMAHA	ABBY BISHOP	424.90
101-262.000-801.000	ELECTION SOURCE	TABULATOR AND VAT TESTING	1,658.50
101-262.000-801.000	BERRIEN COUNTY TREASURER	AUG PRIMARY ELECTION - COUNTY PROGRAM BALLOT PRINTING	6,760.33

	Total For Dept 262.000 Elections		8,917.83
Dept 265.000 Buildings & Grounds			
101-265.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	10.80
101-265.000-740.000	KENDALL ELECTRIC INC	ELECTRIC REPAIRS	35.67
101-265.000-740.000	KENDALL ELECTRIC INC	ELECTRICAL SUPPLIES	99.21
101-265.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	537.02
101-265.000-740.000	LEEP'S SUPPLY CO., INC.	PLUMBING REPAIR	82.66
101-265.000-740.000	RIVERSIDE ELECTRIC SERVICE INC	COMPRESSOR REPAIR AT FIRE STATION	72.00
101-265.000-740.000	ACE HARDWARE	PROJECT SUPPLIES	15.46
101-265.000-740.000	ACE HARDWARE	TOOLS	18.88
101-265.000-740.000	AMERIGAS	WOODBINE HEAT	654.15
101-265.000-740.000	MIKE CHRISTENSEN	CLOTHING REIMBURSEMENT	73.98
101-265.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	492.27
101-265.000-740.000	FAMILY FARM & HOME	TOOLS	139.98
101-265.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	52.77
101-265.000-740.000	LEEP'S SUPPLY CO., INC.	PLUMBING REPAIRS	76.16
101-265.000-740.000	SHI INTERNATIONAL CORP	CITY HALL CAMERAS AND DOOR CONTROLLER FOR WCP RESTROOM P	3,359.06
101-265.000-740.000	ACE HARDWARE	FLAG	43.19
101-265.000-740.000	ACE HARDWARE	ELECTRICAL SUPPLIES	12.14
101-265.000-740.000	MIKE CHRISTENSEN	CLOTHING REIMBURSEMENT	264.99
101-265.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	60.75
101-265.000-740.000	LEEP'S SUPPLY CO., INC.	FACILITIES TOOL	1,099.00
101-265.000-850.000	TELNET WORLDWIDE	BILL DATE 12-15-2024	702.53
101-265.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	98.64
101-265.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	98.64
101-265.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	3,883.46
101-265.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00006	1,239.39
101-265.000-931.000	ENERCO SPECIALTY CHEMICAL	CONTRACT PAYMENT	225.00
101-265.000-931.000	GUSE-HAHN GARAGE DOORS	FIRE STATION DOOR REPAIR	300.00
101-265.000-931.000	ANDY J. EGAN CO., INC.	ANNUAL TESTING	401.50
101-265.000-931.000	ANDY J. EGAN CO., INC.	ANNUAL TESTING	361.50
101-265.000-931.000	ANDY J. EGAN CO., INC.	ANNUAL TESTING	457.00
101-265.000-931.000	STATE OF MICHIGAN	CITY HALL ELEVATOR	175.00
101-265.000-931.000	CONTROLNET, LLC	WOODBINE THERMOSTAT REPLACEMENT	615.00
	Total For Dept 265.000 Buildings & Grounds		15,757.80
Dept 266.000 City Attorney			
101-266.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	20.00
101-266.000-790.000	FIRST NATIONAL BANK OF OMAHA	LAURIE SCHMIDT	149.69
101-266.000-790.000	RELX INC. DBA LEXIS NEXIS	MONTHLY LEGAL SUBSCRIPTION	103.00

REIMBURSEMENT FOR REGISTRATION FEES

Invoice Description

GL Number

101-266.000-860.000

Vendor

SCHMIDT, LAURIE

Total For Dept 266.000 City Attorney

265.00

537.69

Amount

GL Number	Vendor	Invoice Description	Amount
Dept 270.000 Personnel			
101-270.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	12.00
101-270.000-801.000	HELPNET	QUARTERLY EAP BILLING	796.95
101-270.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	285.00
101-270.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	55.30
101-270.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	55.30
101-270.000-900.000	HERALD-PALLADIUM	TRUCK DRIVER EMPLOYMENT AD	314.00
101-270.000-900.000	HERALD-PALLADIUM	JOB POSTING - WATER FILTRATION PLANT OPERATOR	326.00
101-270.000-956.100	AMAZON CAPITAL SERVICES	ICE CUBE TRAYS FOR CUPS	657.00
101-270.000-956.100	PREMIER PROMOTIONS	2024 ORNAMENTS	437.21
101-270.000-956.100	PREMIER PROMOTIONS	EMPLOYEE APPRECIATION GIFT	2,817.14
101-270.000-956.100	PREMIER PROMOTIONS	25 YEAR WATCHES	1,075.33
101-270.000-956.100	SHADOWLAND BALLROOM ON SILVER BEACH	EMPLOYEE APPRECIATION DINNER	376.08
101-270.000-956.100	OSCAR'S PRINTING & COPY CENTER	EMP APP DINNER INVITATIONS	164.86
101-270.000-956.100	CK CATERING	EMPLOYEE APPRECIATION DINNER	8,368.92
	Total For Dept 270.000 Personnel		15,741.09
Dept 336.000 Fire Department			
101-336.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	18.00
101-336.000-740.000	ACE HARDWARE	EX CORD, REEL, AND HOSES	87.97
101-336.000-740.000	FIRST NATIONAL BANK OF OMAHA	STEVE NEUBECKER	17.88
101-336.000-740.000	FISHER AUTO PARTS, INC.	CLEANING SUPPLIES	90.08
101-336.000-740.000	ACE HARDWARE	BROOM DUST PAN	32.38
101-336.000-740.000	SCOTT KOSACHUK	FUEL FOR ENGINE 105	50.00
101-336.000-776.000	DINGES FIRE COMPANY	EV PLUG	1,051.77
101-336.000-801.000	BIO-CARE, INC.	BIO CARE MASK FIT	3,727.50
101-336.000-860.000	BRUURSEMA, SEAN	TRAINING ALLOWANCE	238.00
101-336.000-860.000	CONNELL, JEREMY	TRAINING ALLOWANCE	238.00
101-336.000-860.000	CONNELL, JEREMY	TRAINING ALLOWANCE	170.00
101-336.000-860.000	FIRE MARK ADVANTAGE LLC	TRAINING CLASS	2,500.00
101-336.000-860.000	FIRST NATIONAL BANK OF OMAHA	STEVE NEUBECKER	461.26
101-336.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	964.91
101-336.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00003	690.47
101-336.000-930.000	SW2203 LLC, DBA HEI WIRELESS	PAGERS	75.00
101-336.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	36.17
101-336.000-930.000	DINGES FIRE COMPANY	FIX GAS METER	414.53
101-336.000-930.000	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	104.00
101-336.000-930.000	C. WIMBERLEY FORD	102T	76.65
101-336.000-930.000	C. WIMBERLEY FORD	CONNELL	168.98
101-336.000-930.000	DINGES FIRE COMPANY	COMBO GAS CYLINDER	94.90
101-336.000-930.000	EMERGENCY VEHICLE PRODUCTS	105	4,420.36
101-336.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	28.20

GL Number	Vendor	Invoice Description	Amount
	Total For Dept 336.000 Fire Department		15,757.01
Dept 345.000 Public Safety Departm	ent		
101-345.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	417.40
101-345.000-740.000	BLEYTHING, SARAH	DAMAGE REIMBURSEMENT	174.87
101-345.000-740.000	FIRST NATIONAL BANK OF OMAHA	STEVE NEUBECKER	447.32
101-345.000-740.000	AMAZON CAPITAL SERVICES	SPECIAL EVENTS DIARY	53.75
101-345.000-740.000	PREMIER PROMOTIONS	ENGRAVED PLATE	35.00
101-345.000-740.000	QUILL CORPORATION	OFFICE SUPPLIES	457.04
101-345.000-740.000	NYE UNIFORM COMPANY	STREELMAN JACKET	234.50
101-345.000-740.000	NYE UNIFORM COMPANY	M MILLER JACKET	243.69
101-345.000-740.000	NYE UNIFORM COMPANY	LAYLON PANTS	104.50
101-345.000-740.000	NYE UNIFORM COMPANY	GREENE JACKET	255.59
101-345.000-776.000	TELE-RAD INC.	INTERVIEW ROOM REPLACEMENT CAMERA	1,270.00
101-345.000-776.000	TELE-RAD INC.	REPLACEMENT CAMERA - CITY HALL	2,100.00
101-345.000-776.000	DOUBLE K ENTERPRISES INC.	PS CITY HALL CAMERA	142.50
101-345.000-790.000	FIRST NATIONAL BANK OF OMAHA	PUBLIC SAFETY DEPARTMENT	21.19
101-345.000-801.000	FIRST NATIONAL BANK OF OMAHA	STEVE NEUBECKER	75.00
101-345.000-801.000	FIRST NATIONAL BANK OF OMAHA	PUBLIC SAFETY DEPARTMENT	100.00
101-345.000-801.000	ZIKER CLEANERS	UNIFORM CLEANING	208.82
101-345.000-801.000	SANITARY CLEANERS	UNIFORM CLEANING	26.48
101-345.000-801.000	KELLY, NIGEL	DRIVER'S LICENSE REIMBURSEMENT #24-5942	9.19
101-345.000-801.000	ZIKER CLEANERS	DRY CLEANING	165.79
101-345.000-801.000	KENT KLEEN, LLC	CLEAN ALL DEPARTMENT VEHICLES	510.00
101-345.000-801.000	KENT KLEEN, LLC	CLEAN CAR #12 BLOOD	150.00
101-345.000-802.000	DOUBLE K ENTERPRISES INC.	LEIN AUDIT/SCANNER/IT SERVICES - PUBLIC SAFETY	617.50
101-345.000-802.000	DOUBLE K ENTERPRISES INC.	LEIN AUDIT	285.00
101-345.000-850.000	AT&T MOBILITY	CELL PHONE/TABLETS	160.67
101-345.000-860.000	EFFECTIVE FITNESS COMBATIVES, LLC	TRAINING	1,249.00
101-345.000-860.000	MILLER, MICHAEL	TRAINING ALLOWANCE	102.00
101-345.000-860.000	STREELMAN, RYAN	TRAINING ALLOWANCE	102.00
101-345.000-860.000	BLASKIE, DUSTIN	TRU TEAM TRAINING	84.96
101-345.000-860.000	HARPER, TYLER	TRAINING ALLOWANCE	360.00
101-345.000-870.000	FIRST NATIONAL BANK OF OMAHA	PUBLIC SAFETY DEPARTMENT	250.00
101-345.000-870.000	DOLAN CONSULTING GROUP, LLC	INSTURCTOR RENEWAL	95.00
101-345.000-930.000	LEXIPOL, LLC	POLICE ONE	2,478.60
101-345.000-930.000	TELE-RAD INC.	M. MILLER MIC	256.60
101-345.000-930.000	TRAFFIC & SAFETY CONTROL SYSTEM INC	MONTHLY MAINTENANCE	1,200.00
101-345.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	76.70
101-345.000-930.000	FORD PRO	TELEMATICS	183.61
101-345.000-930.000	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	157.99
101-345.000-930.000	TELE-RAD INC.	MONTHLY MAINTENANCE	346.40
101-345.000-930.000	TRAFFIC & SAFETY CONTROL SYSTEM INC	PARKING STUDY TANNERY CREEK	1,250.00

GL Number	Vendor	Invoice Description	Amount
101-345.000-930.000	C. WIMBERLEY FORD	CAR #13	769.85
101-345.000-930.000	C. WIMBERLEY FORD	HERBERT	951.44
101-345.000-930.000	C. WIMBERLEY FORD	HERBERT	628.85
101-345.000-930.000	DATAWORKS PLUS, LLC	DATA WORKS MAINTENANCE FEE	505.00
101-345.000-930.000	TRAFFIC & SAFETY CONTROL SYSTEM INC	MONTHLY MAINTENANCE	1,200.00
101-345.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	70.29
101-345.000-930.000	FORD PRO	TELEMATICS	220.39
101-345.000-934.000	B&K GRAPHICS	NEW CAR #13 GRAPHICS	1,150.00
	Total For Dept 345.000 Public Safety Departr	nent	21,954.48
Dept 371.000 Building Inspection De	epartment		
101-371.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	37.46
101-371.000-740.000	BROWN'S LOCKSMITH AND HARDWARE	BLUE TAPE	12.50
101-371.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	95.00
101-371.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	161.06
101-371.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	161.06
	Total For Dept 371.000 Building Inspection D	lepartment	467.08
Dept 372.000 Code Enforcement De	epartment		
101-372.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	17.00
101-372.000-728.000	SBF ENTERPRISES	2025 POSTAGE - 520 MAILINGS	202.80
101-372.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	59.24
101-372.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-24-2024 TO 12-23-2024	36.01
101-372.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	59.24
101-372.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-24-2024 TO 11-23-2024	36.01
	Total For Dept 372.000 Code Enforcement D	epartment	410.30
Dept 441.000 Public Works Departn	nent		
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - PUBLIC WORKS	158.85
101-441.000-740.000	U.S. BUSINESS SYSTEMS, INC.	COPY MACHINE	1,656.52
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	299.27
101-441.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	945.05
101-441.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00001	1,138.04
101-441.000-930.000	WORKFORCE PAYHUB	TIMECLOCK	218.49
	Total For Dept 441.000 Public Works Depart	ment	4,416.22
Dept 442.000 Asset Management			
101-442.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	120.03
101-442.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-24-2024 TO 12-23-2024	108.03
101-442.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	120.03
101-442.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-24-2024 TO 11-23-2024	108.03
	Total For Dept 442.000 Asset Management		456.12

GL Number	Vendor	Invoice Description	Amount
Dept 447.000 City Engineer			
101-447.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	51.40
101-447.000-740.000	OSCAR'S PRINTING & COPY CENTER	BUSINESS CARDS	91.00
101-447.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	277.08
101-447.000-804.000	ABONMARCHE CONSULTANTS INC	ENGINEERING RETAINER 11/2024	500.00
101-447.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	180.36
101-447.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	180.36
101-447.000-860.000	FIRST NATIONAL BANK OF OMAHA	TIM ZEBELL	10.00
	Total For Dept 447.000 City Engineer		1,290.20
Dept 448.000 Street Lighting			
101-448.000-740.000	CUSTOMETAL PRODUCTS, INC.	ACESS COVERS FOR STREET LIGHTS	209.40
101-448.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	6,976.37
	Total For Dept 448.000 Street Lighting		7,185.77
Dept 466.000 Paid Parking - Downtown			
101-466.000-977.000	TRAFFIC & SAFETY CONTROL SYSTEM INC	PARKING PAY SYSTEMS DEPOSIT	93,447.50
	Total For Dept 466.000 Paid Parking - Downt	own	93,447.50
Dept 651.000 Ambulance			
101-651.000-801.000	COMMUNITY EMERGENCY SERVICE	MEDIC 1 SUBSIDY - FOURTH QUARTER BILLING	16,556.52
	Total For Dept 651.000 Ambulance		16,556.52
Dept 721.000 Community Development			
101-721.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	19.80
101-721.000-900.000	HERALD-PALLADIUM	LEGAL NOTICES	188.25
101-721.000-900.000	VARIPRO	LEGAL NOTICE	192.00
	Total For Dept 721.000 Community Develop		400.05
Dept 728.000 Economic Development			
101-728.000-801.000	CORNERSTONE ALLIANCE	ANNUAL CONTRACT	30,000.00
101-728.000-801.000	ST JOSEPH TODAY	ST JOSEPH TODAY 2024-25	30,000.00
	Total For Dept 728.000 Economic Developme		60,000.00
Dept 740.000 Communications			
101-740.000-884.000	CELEBRATIONS DJ SERVICES	LIGHT UP SOUND	2,150.00
101-740.000-884.000	PREMIER LIGHTING SOLUTIONS LLC	DOWNTOWN LIGHTS	27,400.00
	Total For Dept 740.000 Communications		29,550.00
Dept 751.000 Parks/Recreation			
101-751.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	79.50
101-751.000-740.000	STATE OF MICHIGAN	PERMIT FEE - FOUNTAIN	400.00
101-751.000-740.000	ACE HARDWARE	SHOP ITEMS	110.06

6.a

Attachment: EXP CHECK RUN DATES 12-07-2024 TO 01-10-2025 (10434 : Invoice and Tax Disbursements)

GL Number	Vendor	Invoice Description	Amount
101-751.000-740.000	ACE HARDWARE	FUSE	12.59
101-751.000-740.000	AMAZON CAPITAL SERVICES	TREE WRAPS/RATCHETS	527.08
101-751.000-740.000	FIRST NATIONAL BANK OF OMAHA	JEFFREY RECHNER	2,801.13
101-751.000-740.000	ACE HARDWARE	TRUCK CLEVIS	32.38
101-751.000-740.000	ACE HARDWARE	CRAFT SUPPLIES	12.58
101-751.000-740.000	KIRBY, DAVID	CLOTHING ALLOWANCE	105.99
101-751.000-740.000	PAINE, DAVID	CLOTHING ALLOWANCE	169.59
101-751.000-740.000	ACE HARDWARE	TARPS	39.58
101-751.000-740.000	ACE HARDWARE	SUPPLIES	88.16
101-751.000-740.000	ACE HARDWARE	CLEANERS	26.62
101-751.000-740.000	AMAZON CAPITAL SERVICES	BINDING TOOL	65.99
101-751.000-802.000	DOUBLE K ENTERPRISES INC.	PS CITY HALL CAMERA	380.00
101-751.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	159.68
101-751.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-24-2024 TO 12-23-2024	36.01
101-751.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-26-2024 TO 12-25-2024	63.31
101-751.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	159.68
101-751.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-24-2024 TO 11-23-2024	36.01
101-751.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-25-2024 TO 11-25-2024	82.44
101-751.000-860.000	FIRST NATIONAL BANK OF OMAHA	JEFFREY RECHNER	49.85
101-751.000-860.000	FORKER, ANDRAYA	CDL LICENSE FEE	35.73
101-751.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	1,468.26
101-751.000-930.000	PRIDE THE PORTABLE TOILET COMPANY	TOILET RENTAL	275.00
101-751.000-930.000	PRIDE THE PORTABLE TOILET COMPANY	TOILET RENTAL	275.00
101-751.000-930.000	B & Z COMPANY	PIONEER'S WATCH CONCRETE	11,566.01
	Total For Dept 751.000 Parks/Recreation		19,058.23
Dept 752.000 Lighthouse Operations			
101-752.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	71.04
	Total For Dept 752.000 Lighthouse Operations		71.04
Dept 756.000 Recreation Programs			
101-756.000-740.000	AMAZON CAPITAL SERVICES	CANDY CANE LANE SUPPLIES AND PEN FOR COMPUTER	160.94
101-756.000-740.000	AMAZON CAPITAL SERVICES	CANDY CANE LANE SUPPLIES AND SPRAY FOR SKATES	49.92
101-756.000-801.000	RB PRODUCTIONS DBA MYREC.COM	MYREC SUBSCRIPTION 2025	3,295.00
101-756.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-24-2024 TO 12-23-2024	47.14
101-756.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-24-2024 TO 11-23-2024	47.14
	Total For Dept 756.000 Recreation Programs		3,600.14
Dept 757.000 Ice Arena Operations			
101-757.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	12.20
101-757.000-740.000	LINDE GAS & EQUIPMENT INC.	PROPANE FOR ZAMBONI	347.45
101-757.000-740.000	D & D FIREWOOD	WOOD DELIVERY	400.00

GL Number	Vendor	Invoice Description	Amount
101-757.000-740.000	FIRST NATIONAL BANK OF OMAHA	CAMERON WELCH	197.18
101-757.000-740.000	LINDE GAS & EQUIPMENT INC.	PROPANE DELIVERY	304.14
101-757.000-740.000	ACE HARDWARE	ICE ARENA SUPPLIES	27.50
101-757.000-740.000	ACE HARDWARE	ICE SKATE SPRAY	13.48
101-757.000-740.000	ACE HARDWARE	ROPE/HARDWARE	35.95
101-757.000-740.000	ACE HARDWARE	ICE ARENA SUPPLIES	53.97
101-757.000-740.000	ACE HARDWARE	SUPPLIES	23.72
101-757.000-740.000	AMAZON CAPITAL SERVICES	CANDY CANE LANE SUPPLIES AND SPRAY FOR SKATES	109.05
101-757.000-740.000	LINDE GAS & EQUIPMENT INC.	PROPANE SERVICE	347.45
101-757.000-740.000	LINDE GAS & EQUIPMENT INC.	PROPANE FOR ZAMBONI	167.26
101-757.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	159.85
101-757.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	555.55
101-757.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00009	294.05
101-757.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00010	987.65
101-757.000-930.000	MID AMERICA RINK SERVICES	ZAMBONI SERVICE	1,126.70
101-757.000-930.000	MID AMERICA RINK SERVICES	ZAMBONI SERVICES	839.50
101-757.000-964.000	SCUDDER, RON	SEASON PASS REFUND	85.00
	Total For Dept 757.000 Ice Arena Operations		6,168.74
Dept 851.000 Insurance Premiums			
101-851.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY ALLOCATION - THIRD INSTALLMENT	32,744.00
	Total For Dept 851.000 Insurance Premiums		32,744.00
	Total For Fund 101 General Fund		420,846.73
Fund 202 Major Street Fund			
Dept 474.000 Traffic Services			
202-474.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	120.62
	Total For Dept 474.000 Traffic Services		120.62
Dept 478.000 Winter Maintenance			
202-478.000-740.000	GREAT LAKES CHLORIDE INC	WATER EQUIPMENT	2,800.00
	Total For Dept 478.000 Winter Maintenance		2,800.00
Dept 485.000 Administration			
202-485.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	1,922.70
202-485.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	184.88
	Total For Dept 485.000 Administration		2,107.58
Dept 903.207 Cleveland Ave			
202-903.207-801.000	ABONMARCHE CONSULTANTS INC	CLEVELAND AVE DESIGN SERVICES	6,747.62
	Total For Dept 903.207 Cleveland Ave		6,747.62

Attachment: EXP CHECK RUN DATES 12-07-2024 TO 01-10-2025 (10434 : Invoice and Tax Disbursements)

GL Number	Vendor	Invoice Description	Amount 11,775,82
	Total For Fund 202 Major Street Fund		11,775.82
Fund 203 Local Street Fund			
Dept 449.000 Roads, Streets, Bridges - ACT 51			
203-449.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	107.00
203-449.000-740.000	O'MALLEY, PATRICK	CLOTHING REIMBURSEMENT	111.29
203-449.000-740.000	MID-COUNTY LAWN & GARDEN	DEMO SAW REPAIR	75.00
203-449.000-740.000	ACE HARDWARE	GLOVES	41.38
203-449.000-801.000	СНОР	TREE WORK	924.00
203-449.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	61.81
203-449.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-24-2024 TO 12-23-2024	46.11
203-449.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	61.81
203-449.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-24-2024 TO 11-23-2024	46.11
203-449.000-860.000	FIRST NATIONAL BANK OF OMAHA	LIAM CORMIER	100.00
	Total For Dept 449.000 Roads, Streets, Bridge	s - ACT 51	1,574.51
Dept 474.000 Traffic Services			
203-474.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	12.40
203-474.000-740.000	ACE HARDWARE	SHOP SUPPLIES	26.28
203-474.000-740.000	DORNBOS SIGN & SAFETY INC	STREET NAME SIGNS BLANK	1,214.22
	Total For Dept 474.000 Traffic Services		1,252.90
Dept 485.000 Administration			
203-485.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	487.37
203-485.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	46.86
	Total For Dept 485.000 Administration		534.23
Dept 903.160 Botham Avenue Reconstruction			
203-903.160-801.000	ROWE PROFESSIONAL SERVICES COMPANY	BOTHAM AVE DESIGN SVCS	11,772.50
203-903.160-801.000	ROWE PROFESSIONAL SERVICES COMPANY	DESIGN ENGINEERING	1,485.00
	Total For Dept 903.160 Botham Avenue Reco	nstruction	13,257.50
	Total For Fund 203 Local Street Fund		16,619.14
Fund 204 Municipal Street Fund			
Dept 449.000 Roads, Streets, Bridges - ACT 51			
204-449.000-801.000	ABONMARCHE CONSULTANTS INC	LAKE BLVD/BROAD RESURFACING CONST. ADMIN	700.00
204-449.000-967.000	STATE OF MICHIGAN	LAKE BLVD-BROAD RESURFACING PROJECT	1,824.32
	Total For Dept 449.000 Roads, Streets, Bridge	s - ACT 51	2,524.32
Dept 485.000 Administration			
204-485.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	1,675.34
204-485.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	161.09

Packet Pg. 27

GL Number	Vendor	Invoice Description	Amount
	Total For Dept 485.000 Administration		1,836.43
Dept 903.194 Anchors Way Drainage			
204-903.194-801.000	POINT BLUE, LLC	ANCHORS WAY ENVIRONMENTAL ASSISTANCE	14,501.00
204-903.194-801.000	WADE TRIM	DESIGN SERVICES	18,060.00
	Total For Dept 903.194 Anchors Way Draina	ge	32,561.00
	Total For Fund 204 Municipal Street Fund		36,921.75
Fund 209 Cemetery Fund			
Dept 567.000 Cemetery Operatings			
209-567.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	22.20
209-567.000-740.000	ARNOLD, FLOYD	CLOTHING ALLOWANCE	54.03
209-567.000-740.000	ARNOLD, FLOYD	CLOTHING ALLOWANCE	153.70
209-567.000-850.000	TELNET WORLDWIDE	BILL DATE 12-15-2024	14.64
209-567.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	226.04
209-567.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00001	202.83
	Total For Dept 567.000 Cemetery Operating	S	673.44
	Total For Fund 209 Cemetery Fund		673.44
Fund 214 Depot Fund			
Dept 264.000 Buildings			
214-264.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	29.70
214-264.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	2.85
214-264.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT		861.69
214-264.000-920.000	INDIANA MICHIGAN POWER COMPANY Total For Dept 264.000 Buildings	DECEMBER BILLING	<u> </u>
	Total For Fund 214 Depot Fund		923.95
Fund 226 Rubbish Collection Fund			
Dept 521.000 Sanitation/Solid Waste			
226-521.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	22.20
226-521.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	970.20
226-521.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	93.29
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	43,486.11
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	1,295.85
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	507.00
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	409.50
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	589.47
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	324.19

RESIDENTIAL RUBBISH

226-521.000-804.000

WM CORPORATE SERVICES

EXP CHECK RUN DATES 12/07/2024 - 01/10/2025

Packet Pg. 28

1,832.07

GL Number	Vendor	Invoice Description	Amount
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	408.63
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	323.51
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	588.23
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	507.00
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	1,559.85
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTAL RUBBISH	43,486.11
26-521.000-804.100	BEST WAY DISPOSAL INC	SPECIAL PICKUPS	3,518.75
226-521.000-804.100	BEST WAY DISPOSAL INC	SPECIAL PICKUPS	1,742.50
26-521.000-804.200	BEST WAY DISPOSAL INC	COMMERCIAL RUBBISH	246.22
226-521.000-804.200	STEVENSVILLE TRANSFER STATION-3246	TRASH DUMPING	2,101.64
26-521.000-804.200	STEVENSVILLE TRANSFER STATION-3246	TRASH DUMPING	2,469.00
26-521.000-804.200	BEST WAY DISPOSAL INC	COMMERCIAL RUBBISH	245.70
226-521.000-804.200	BEST WAY DISPOSAL INC	ROLL-OFF	485.00
226-521.000-804.300	BEST WAY DISPOSAL INC	DDA CARDBOARD	1,264.40
26-521.000-804.300	BEST WAY DISPOSAL INC	DDA CARDBOARD	1,261.91
	Total For Dept 521.000 Sanitation/Solid Wast	ie	109,738.33
	Total For Fund 226 Rubbish Collection Fund		109,738.33
und 248 Downtown Development .	-		
Dept 730.000 Downtown Developm			7 000 00
248-730.000-740.000 248-730.000-740.000	GAST, ED (GAST FARMS) ACE HARDWARE	DOWNTOWN FLOWER POTS SUPPLIES	7,000.00 67.46
	ACE HARDWARE	SUPPLIES	46.77
248-730.000-740.000	ACE HARDWARE	SUPPLIES	46.77
248-730.000-740.000 248-730.000-740.000	ACE HARDWARE	SUPPLIES	30.40
			62.96
48-730.000-740.000		SUPPLIES	67.46
48-730.000-740.000		SUPPLIES	
48-730.000-740.000		SUPPLIES	37.75
48-730.000-740.000			100.00
48-730.000-801.000	ST JOSEPH TODAY	MARKETING FOR DOWNTOWN	5,000.00
48-730.000-801.000	CORNERSTONE ALLIANCE Total For Dept 730.000 Downtown Developm	FACADE GRANT nent	2,891.95 15,351.52
	Total For Fund 248 Downtown Development	Authority Fund	15,351.52
und 271 Library Fund			10,01.02
Dept 790.000 Library			
71-790.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	61.40
71-790.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	31.55
71-790.000-740.000	VALLONE, LEIGH	REIMBURSEMENT FOR STAMPS	146.00
71-790.000-740.000	AMAZON CAPITAL SERVICES	CABLE COVERS	59.32
271-790.000-740.000	QUADIENT FINANCE USA, INC	DECEMBER BILLING - POSTAGE	78.38

GL Number	Vendor	Invoice Description	Amount
271-790.000-740.000	AMAZON CAPITAL SERVICES	SUPPLIES - LIBRARY	218.14
271-790.000-740.000	DEMCO EDUCATIONAL CORPORATION	COLLECTION SUPPLIES	94.99
271-790.000-740.000	DEMCO EDUCATIONAL CORPORATION	CHILDRENS COLLECTION SUPPLIES	186.96
271-790.000-740.000	DEMCO EDUCATIONAL CORPORATION	CHILDREN'S COLLECTION - SUPPLIES	232.80
271-790.000-740.000	DOUBLEDAY OFFICE PRODUCTS	CHILDREN'S SUPPLIES	30.50
271-790.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES - LIBRARY	33.03
271-790.000-740.000	AMAZON CAPITAL SERVICES	SUPPLIES, TRAVEL TALES, AND TEEN EVENT	48.99
271-790.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	289.20
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT FIC COLLECTION	276.71
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT NFIC COLLECTION	170.33
271-790.000-780.000	ELM USA, INC.	MONTHLY DVD CLEANING	25.00
271-790.000-780.000	GALE	LARGE PRINT COLLECTION	194.34
271-790.000-780.000	AMAZON CAPITAL SERVICES	SUPPLIES - LIBRARY	112.96
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN'S COLLECTION	173.59
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT NFIC COLLECTION	17.28
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN'S COLLECTION	202.23
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT FIC COLLECTION	209.34
271-790.000-780.000	OVERDRIVE, INC.	LIBBY MAGAZINES - ANNUAL	743.75
271-790.000-780.000	OVERDRIVE, INC.	LIBBY-ANNUAL	4,000.00
271-790.000-780.000	MIDWEST TAPE	HOOPLA	1,191.26
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT FIC COLLECTION	85.29
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT FICTION COLLECTION	49.20
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT FICTION COLLECTION	21.58
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT NONFICTION COLLECTION	228.50
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN'S COLLECTION	185.78
271-790.000-780.000	ELM USA, INC.	MONTHLY DVD CLEANING	25.00
271-790.000-790.000	FIRST NATIONAL BANK OF OMAHA	PAULA STAKLEY	95.88
271-790.000-801.000	UNIQUE MANAGEMENT SERVICES, INC.	PLACEMENTS	23.30
271-790.000-801.000	MIDWEST COLLABORATIVE FOR LIBARY	STRATEGIC PLANNING	2,500.00
271-790.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	696.58
271-790.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	66.98
271-790.000-805.000	BANYON FETTE LAW OFFICE	LEGAL SERVICES	42.50
271-790.000-850.000	UPLAND SOFTWARE	MONTHLY FAX SERVICE	19.00
271-790.000-850.000	FIRST NATIONAL BANK OF OMAHA	PAULA STAKLEY	297.85
271-790.000-850.000	TELNET WORLDWIDE	BILL DATE 12-15-2024	161.00
271-790.000-850.000	UPLAND SOFTWARE	MONTHLY FAX SERVICE	19.00
271-790.000-885.000		CABLE COVERS	36.97
271-790.000-885.000	AMAZON CAPITAL SERVICES ROZMARYNOWSKI, DAVE	THE MYSTERY OF CACKLEWOOD FOREST PUPPET SHOW	250.00
271-790.000-885.000	AMAZON CAPITAL SERVICES	SUPPLIES, TRAVEL TALES, AND TEEN EVENT	252.09
271-790.000-885.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY ALLOCATION - THIRD INSTALLMENT	2,585.06
	INDIANA MICHIGAN POWER COMPANY		
271-790.000-920.000			1,669.17
271-790.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00005	711.41
271-790.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	COPIER USAGE	242.78

GL Number	Vendor	Invoice Description	Amount
271-790.000-930.000	EPS SECURITY	MONTHLY MONITORING	26.50
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG RENTAL	34.65
271-790.000-930.000	ANDY J. EGAN CO., INC.	TESTING BACKFLOW PREVENTERS	291.00
271-790.000-930.000	CITY PLUMBING & HEATING	REPAIR PUMP IN MECH ROOM	560.00
271-790.000-930.000	KINGDOM BROS. LAWNCARE & PROP	SNOW REMOVAL	125.00
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG RENTAL	34.65
271-790.000-930.000	CALICO CLEANING LLC	CLEANING SERVICE	116.00
271-790.000-930.000	CITY PLUMBING & HEATING	MAINTENANCE CONTRACT - QUARTERLY	3,425.00
271-790.000-930.000	KINGDOM BROS. LAWNCARE & PROP	SNOW REMOVAL	250.00
271-790.000-930.000	THE LIBRARY CORPORATION	LIBRARY DATABASE	2,070.05
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG RENTAL	34.65
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG RENTAL	34.65
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG RENTAL	34.65
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG RENTAL	34.65
271-790.000-930.000	CALICO CLEANING LLC	CLEANING SERVICE 12/27	116.00
271-790.000-930.000	CALICO CLEANING LLC	CLEANING SERVICE 12/30	116.00
271-790.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	COPIER USAGE	253.37
271-790.000-930.000	EPS SECURITY	MONTHLY MONITORING	26.50
271-790.000-930.000	GREAT LAKES ELEVATOR	QUARTERLY MAINTENANCE	405.17
	Total For Dept 790.000 Library		27,081.46
	Total For Fund 271 Library Fund		27,081.46
Fund 275 Band Fund	Total For Fund 271 Library Fund		27,081.46
Fund 275 Band Fund Dept 802.000 Municipal Band	Total For Fund 271 Library Fund		27,081.46
	Total For Fund 271 Library Fund KORZUN, DR JONATHAN	REIMBURSEMENT FOR MUSIC	27,081.46 85.38
Dept 802.000 Municipal Band		REIMBURSEMENT FOR MUSIC FY24 AUDIT SERVICES	
Dept 802.000 Municipal Band 275-802.000-740.000	KORZUN, DR JONATHAN		85.38
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	85.38 115.89
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES FY24 AUDIT SERVICES	85.38 115.89 11.14
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA COOPER, GARY A	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57 132.35
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA COOPER, GARY A CREAMEANS, KENNETH	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57 132.35 110.84
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA COOPER, GARY A CREAMEANS, KENNETH CROUCH, JAY C	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57 132.35 110.84 110.84
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA COOPER, GARY A CREAMEANS, KENNETH CROUCH, JAY C DENOOYER, JOSIAH	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57 132.35 110.84 110.84 250.84
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA COOPER, GARY A CREAMEANS, KENNETH CROUCH, JAY C DENOOYER, JOSIAH DOE, JOSHUA	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57 132.35 110.84 110.84 250.84 101.22
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA COOPER, GARY A CREAMEANS, KENNETH CROUCH, JAY C DENOOYER, JOSIAH DOE, JOSHUA DURHAM, NATHAN	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57 132.35 110.84 110.84 250.84 101.22 101.22
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA COOPER, GARY A CREAMEANS, KENNETH CROUCH, JAY C DENOOYER, JOSIAH DOE, JOSHUA DURHAM, NATHAN GRIFFITH, GARY	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57 132.35 110.84 110.84 250.84 101.22 101.22 101.22
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA COOPER, GARY A CREAMEANS, KENNETH CROUCH, JAY C DENOOYER, JOSIAH DOE, JOSHUA DURHAM, NATHAN GRIFFITH, GARY HARTMAN, MARC	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57 132.35 110.84 110.84 110.84 250.84 101.22 101.22 101.22 101.22 118.45
Dept 802.000 Municipal Band 275-802.000-740.000 275-802.000-801.000 275-802.000-801.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000 275-802.000-810.000	KORZUN, DR JONATHAN LAUTERBACH & AMEN, LLP LAUTERBACH & AMEN, LLP BAUMANN, CHRISTINA CHAPMAN, CHRISTOPHER CHILTON, LISA COOPER, GARY A CREAMEANS, KENNETH CROUCH, JAY C DENOOYER, JOSIAH DOE, JOSHUA DURHAM, NATHAN GRIFFITH, GARY HARTMAN, MARC LOPEZ, DANIEL	FY24 AUDIT SERVICES FY24 AUDIT SERVICES BAND PAY FOR CONCERT 12-08-2024 BAND PAY FOR CONCERT 12-08-2024	85.38 115.89 11.14 71.22 150.27 130.57 132.35 110.84 110.84 250.84 101.22 101.22 101.22 101.22 118.45 150.27

GL Number	Vendor	Invoice Description	Amount
275-802.000-810.000	RILEY, ROBERT	BAND PAY FOR CONCERT 12-08-2024	110.84
275-802.000-810.000	SCHADLER, DR STEVEN E	BAND PAY FOR CONCERT 12-08-2024	155.02
275-802.000-810.000	STECK, CHARLES	BAND PAY FOR CONCERT 12-08-2024	150.27
275-802.000-810.000	STELTER, CAROL	BAND PAY FOR CONCERT 12-08-2024	150.27
275-802.000-810.000	VANROEKEL, BENJAMIN	BAND PAY FOR CONCERT 12-08-2024	150.27
275-802.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY ALLOCATION - THIRD INSTALLMENT	861.69
275-802.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	43.55
275-802.000-956.000	SHADOWLAND BALLROOM ON SILVER BEACH	MUNICIPAL BAND DINNER	599.00
	Total For Dept 802.000 Municipal Band		4,295.15
	Total For Fund 275 Band Fund		4,295.15
Fund 401 Capital Projects Fund			
Dept 265.112 Fiber Optic Upgrade			
401-265.112-974.000	DOUBLE K ENTERPRISES INC.	PROJECT LABOR	475.00
401-265.112-974.000	KENDALL ELECTRIC INC	NEW OFFICE CH, SECOND FLOOR	620.25
401-265.112-974.000	KENDALL ELECTRIC INC	PROJECT MATERIALS	5.66
401-265.112-974.000	KENDALL ELECTRIC INC	FOR NEW CUBICALS CH, SECOND FLOOR	76.03
401-265.112-974.000	KENDALL ELECTRIC INC	FOR CUBICALS ON SECOND FLOOR OF CH	3.97
	Total For Dept 265.112 Fiber Optic Upgrade		1,180.91
Dept 265.140 Public Parking Improvements			
401-265.140-967.000	SPICER GROUP	PARKING LOT 2 DESIGN	3,414.50
	Total For Dept 265.140 Public Parking Improve	ments	3,414.50
Dept 265.150 Facility Card Access			
401-265.150-967.000	SHI INTERNATIONAL CORP	CITY HALL CAMERAS AND DOOR CONTROLLER FOR WCP RESTROOM P	2,528.55
	Total For Dept 265.150 Facility Card Access		2,528.55
Dept 345.500 Fire Arms Replacement - Sidearn	ns,Rifles		
401-345.500-740.000	KIESLER POLICE SUPPLY	RIFLE BUY BACK PROGRAM	7,161.60
	Total For Dept 345.500 Fire Arms Replacement	- Sidearms,Rifles	7,161.60
Dept 728.100 Downtown Plan Implementation			
401-728.100-967.000	CORBIN DESIGN	PROFESSIONAL SERVICES	2,080.00
401-728.100-967.000	CORNERSTONE ALLIANCE	FACADE GRANT	2,891.95
401-728.100-967.000	JONES PETRIE RAFINSKI	STREETSCAPE	3,730.00
401-728.100-967.000	JONES PETRIE RAFINSKI	STREETSCAPE	9,891.25
	Total For Dept 728.100 Downtown Plan Impler	nentation	18,593.20
Dept 751.017 Shoreline Softening Study			
401-751.017-801.000	EDGEWATER RESOURCES, LLC	SHORELINE SOFTENING STUDY	38,679.40
401-751.017-801.000	EDGEWATER RESOURCES, LLC	SHORELINE SOFTENING STUDY	84,787.10

Packet Pg. 32

GL Number	Vendor	Invoice Description	Amount
401-751.017-801.000	EDGEWATER RESOURCES, LLC	SHORELINE SOFTENING STUDY	19,813.50
	Total For Dept 751.017 Shoreline Softening	Study	143,280.00
Dept 751.591 WCF Restroom Facility			
401-751.591-975.000	KENDALL ELECTRIC INC	PROJECT MATERIALS	10,154.74
401-751.591-975.000	PRIDE THE PORTABLE TOILET COMPANY	PROJECT RESTROOM	120.00
401-751.591-975.000	PRIME DOORS SALES & SERVICES, LLC	DOORS FOR PROJECT	8,745.66
401-751.591-975.000	ZIOLKOWSKI CONTRUCTION, INC	CONTRACT PAYMENT	51,086.00
401-751.591-975.000	KENDALL ELECTRIC INC	PROJECT MATERIALS	97.50
401-751.591-975.000	PRIME DOORS SALES & SERVICES, LLC	PROJECT MATERIALS	18,210.85
401-751.591-975.000	MARTELL ELECTRIC, LLC	CONTRACT PAYMENT #1	5,600.00
401-751.591-975.000	PRIDE THE PORTABLE TOILET COMPANY	PROJECT SERVICE	120.00
401-751.591-975.000	BIG C LUMBER	PROJECT MATERIALS	4,820.14
401-751.591-975.000	BIG C LUMBER	PROJECT MATERIALS	3,767.84
401-751.591-975.000	BIG C LUMBER	ROOFING	3,018.69
401-751.591-975.000	BIG C LUMBER	ROOFING	159.00
	Total For Dept 751.591 WCF Restroom Facil	ity	105,900.42
	Total For Fund 401 Capital Projects Fund		282,059.18
Fund 441 UPTON RECONSTRUCTION			
Dept 000.000			
441-000.000-211.000	KALIN CONSTRUCTION	CONSTRUCTION	225,000.00
	Total For Dept 000.000		225,000.00
Dept 441.000 Public Works Department			
441-441.000-801.000	ABONMARCHE CONSULTANTS INC	UPTON DR RECON CONST. ADMIN.	7,005.00
441-441.000-801.000	POINT BLUE, LLC	UPTON DR RECON ENV. SVCS.	1,467.00
441-441.000-974.000	KALIN CONSTRUCTION	CONSTRUCTION	36,111.72
	Total For Dept 441.000 Public Works Depart	ment	44,583.72
	Total For Fund 441 UPTON RECONSTRUCTIO)N	269,583.72
Fund 450 CSO Separation Project Fund			
Dept 000.000			
450-000.000-211.000	KALIN CONSTRUCTION	CSO EA PROJECT CONSTRUCTION	(87,738.07)
	Total For Dept 000.000		(87,738.07)
Dept 527.300 CSO Monitoring and Compl	liance		
450-527.300-956.000	STATE OF MICHIGAN	CSO NPDES PERMIT MI0026735	6,000.00

Dept 527.500 CSO storage project

GL Number	Vendor	Invoice Description	Amount
450-527.500-801.000	WADE TRIM	CSO EA PROJECT DESIGN	1,180.00
450-527.500-801.000	WADE TRIM	CSO EA PROJECT CONST ADMIN	32,287.89
450-527.500-801.000	POINT BLUE, LLC	PROF. ENV. SERVICES	7,379.90
450-527.500-801.000	WADE TRIM	CSO EA PROJECT CONST. ADMIN	4,685.00
450-527.500-956.000	WADE TRIM	CSO EA PROJECT CONST. INSPECTION	19,965.00
450-527.500-973.000	KALIN CONSTRUCTION	CSO EA PROJECT CONSTRUCTION	857,415.70
	Total For Dept 527.500 CSO storage project		922,913.49
	Total For Fund 450 CSO Separation Project Fu	nd	841,175.42
Fund 590 Sewer Fund			
Dept 000.000			
590-000.000-230.100	ST JOSEPH CHARTER TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN NOVEMBEF	346,255.96
590-000.000-230.100	ST JOSEPH CHARTER TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN DECEMBER	26,056.50
590-000.000-230.200	LINCOLN CHARTER TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN NOVEMBEF	71,202.62
590-000.000-230.200	LINCOLN CHARTER TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN DECEMBER	631,168.68
590-000.000-230.400	ROYALTON TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN NOVEMBEF	21,598.22
590-000.000-230.400	ROYALTON TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN DECEMBER	6,973.89
590-000.000-230.500	JOINT WASTEWATER TREATMENT PLANT	OCTOBER AUTHORITY	74,575.02
590-000.000-256.000	SPENCER, MICHAEL	UB Receipt Refund for Account #: 703583.	312.27
590-000.000-256.000	WHIRLPOOL CORP	UB REFUND FOR ACCOUNT: 010150	151.09
590-000.000-256.000	REED, CHERIE	UB Receipt Refund for Account #: 090200.	164.97
590-000.000-256.000	HOOVER, LARRY	UB REFUND FOR ACCOUNT: 302451	12.25
	Total For Dept 000.000		1,178,471.47
Dept 527.000 Sewer System			
590-527.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	13.20
590-527.000-740.000	ACE HARDWARE	PARTS AND SUPPLIES ALCO LIFT STATION	225.51
590-527.000-740.000	ACE HARDWARE	SUPPLIES EDGEWAER LIFT STATION	9.31
590-527.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	2,376.54
590-527.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	228.51
590-527.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-24-2024 TO 12-23-2024	36.01
590-527.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-24-2024 TO 11-23-2024	36.01
590-527.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY ALLOCATION - THIRD INSTALLMENT	7,755.17
590-527.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	817.75
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00011	39.92
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00007	40.53
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00008	39.92
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT # 0506740475-00001	47.70
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0503619446-00001	42.37
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0614144879-00001	39.92
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0614144879-00002	86.67
590-527.000-925.000	JOINT WASTEWATER TREATMENT PLANT	NOV 2024 SEWER TREATMENT	68,381.84

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GL Number	Vendor	Invoice Description	Amount
	Total For Dept 527.000 Sewer System		80,216.88
Dept 904.942 Hawthorne Lift Station			
590-904.942-801.000	ABONMARCHE CONSULTANTS INC	HAWTHORNE AVE LIFT STATION	21,610.20
590-904.942-801.000	ABONMARCHE CONSULTANTS INC	HLS DESIGN	5,975.00
	Total For Dept 904.942 Hawthorne Lift Statio	on Rehab	27,585.20
	Total For Fund 590 Sewer Fund		1,286,273.55
Fund 591 Water Fund			
Dept 000.000			
591-000.000-211.000	RK DAVIS, INC.	SCIP PHASE II IMPROVEMENTS - PAY APP #13	(110,641.99)
591-000.000-230.100	ST JOSEPH CHARTER TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN NOVEMBEF	278,533.68
591-000.000-230.100	ST JOSEPH CHARTER TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN DECEMBER	19,119.02
591-000.000-230.200	LINCOLN CHARTER TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN NOVEMBEF	5,820.32
591-000.000-230.200	LINCOLN CHARTER TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN DECEMBER	71,118.31
591-000.000-230.400	ROYALTON TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN NOVEMBEF	5,670.16
591-000.000-230.400	ROYALTON TOWNSHIP	DISTIBUTION OF WATER/SEWER REVENUES COLLECTED IN DECEMBER	1,582.25
591-000.000-255.100	USMAN, MALIK	REFUND DEPOSIT FOR TEMP METER	670.00
	Total For Dept 000.000		271,871.75
Dept 530.000 Water Treatment Plar			02.40
591-530.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	83.40
591-530.000-740.000	FIRST NATIONAL BANK OF OMAHA	GREG ALIMENTI	177.07
591-530.000-740.000	FIRST NATIONAL BANK OF OMAHA	MONICA HERRICK	369.27
591-530.000-740.000	GRAINGER	OPERATING SUPPLIES	577.55
591-530.000-740.000	HERRICK, MONICA	CLOTHING REIMBURSEMENT - HERRICK	248.16 192.91
591-530.000-740.000	ORLASKE, SHAWN		72.88
591-530.000-740.000		OPERATING SUPPLIES	312.71
591-530.000-740.000	ACE HARDWARE ACE HARDWARE	OPERATING SUPPLIES	16.19
591-530.000-740.000	ACE HARDWARE	OPERATING SUPPLIES	214.21
591-530.000-740.000 591-530.000-740.000	RIVERSIDE ELECTRIC SERVICE INC	OPERATING SUPPLIES MOTOR	412.00
591-530.000-740.000	SHI INTERNATIONAL CORP	SECURITY CAMERAS	24,998.36
591-530.000-740.000	USA BLUE BOOK	LAB SUPPLIES	1,442.06
591-530.000-740.000	ZBATTERY.COM, INC.	BATTERIES	57.60
591-530.000-740.000	ZBATTERY.COM, INC.	BATTERY	299.88
591-530.000-740.000	ACE HARDWARE	OPERATING SUPPLIES	304.05
591-530.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	239.38
591-530.000-740.000	DOUBLEDAY OFFICE PRODUCTS	CABINETS	5,989.00
591-530.000-740.000	DOUBLEDAY OFFICE PRODUCTS	FURNITURE	378.77
591-530.000-740.000	DOUBLEDAY OFFICE PRODUCTS	FILING CABINETS	4,159.00
591-530.000-740.000	LEEP'S SUPPLY CO., INC.	COMM PARTS	4,139.00
551-550.000-740.000	LLLF J JUFFLI CU., INC.		49.00

399.83 36.95 4,500.00 1,800.00 321.58 1,286.25 4,000.00 3,071.75 1,199.90 550.00 321.58 2,514.13 213.97 73.18 48.63
4,500.00 1,800.00 321.58 1,286.25 4,000.00 3,071.75 1,199.90 550.00 321.58 2,514.13 213.97 73.18 48.63
1,800.00 321.58 1,286.25 4,000.00 3,071.75 1,199.90 550.00 321.58 2,514.13 213.97 73.18 48.63
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121.64
155.00
155.00
9.99
15.00
16,372.02
20,592.52
45.26
44.52
41.87
43.91
2,982.10
3,487.31
1,819.85
1,176.72
1,096.77
550.00
2,750.00
1,450.00
156.96
19.34
156.96
1,871.77
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156.96
156.96 19.34
156.96 19.34 650.00

GL Number	Vendor	Invoice Description	Amount
591-530.000-930.000	CUMMINS SALES & SERVICE	GENERATOR PM	1,781.41
591-530.000-930.000	J & K COMMUNICATIONS, INC.	COMMUNICATION EQUIP - STEVENSVILLE TOWER	5,170.91
	Total For Dept 530.000 Water Treatment Pla	nt	128,973.52
Dept 536.000 Water Distribution Sys	stem		
591-536.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	92.60
591-536.000-740.000	ACE HARDWARE	WATER METER SUPPLIES	6.46
591-536.000-740.000	ACE HARDWARE	METER SUPPLIES	36.88
591-536.000-740.000	CORE & MAIN LP	WATER MAIN REPAIR PARTS	3,258.58
591-536.000-740.000	FERGUSON WATERWORKS #3386	WATER VALVE REPLACEMENT	688.11
591-536.000-740.000	FERGUSON WATERWORKS #3386	VALVEW REPLACEMENT PARTS	823.19
591-536.000-740.000	SAFETY SERVICES INCORPORATED	SUPPLIES	140.99
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METERS	7,000.00
591-536.000-771.000	ETNA SUPPLY COMPANY	METER READING EQUIPMENT/MXUS	3,545.00
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METER CHAMBERS	2,325.00
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METER CHAMBERS	2,325.00
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METER	165.00
591-536.000-801.000	BERRIEN COUNTY ROAD DEPARTMENT	ROW PERMIT	35.00
591-536.000-802.000	DOUBLE K ENTERPRISES INC.	PS CITY HALL CAMERA	190.00
591-536.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	49.92
591-536.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-24-2024 TO 12-23-2024	207.71
591-536.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	49.92
591-536.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-24-2024 TO 11-23-2024	207.71
591-536.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY ALLOCATION - THIRD INSTALLMENT	7,755.17
	Total For Dept 536.000 Water Distribution Sy	stem	28,902.24
Dept 540.000 Water Administration			
591-540.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	20.20
591-540.000-728.000	SBF ENTERPRISES	DEC DELINQUENT NOTICES	357.49
591-540.000-728.000	SBF ENTERPRISES	JAN WATER BILLS FOR SJC AND RT	1,409.70
591-540.000-740.000	QUADIENT FINANCE USA, INC	DECEMBER BILLING - POSTAGE	703.47
591-540.000-801.000	SBF ENTERPRISES	DEC DELINQUENT NOTICES	136.36
591-540.000-801.000	SBF ENTERPRISES	JAN WATER BILLS FOR SJC AND RT	398.65
591-540.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	6,974.62
591-540.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	670.64
591-540.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	110.83
	Total For Dept 540.000 Water Administration	1	10,781.96
Dept 900.000 General Capital Outlay	у		
591-900.000-972.000	RK DAVIS, INC.	SCIP PHASE II IMPROVEMENTS - PAY APP #13	960,130.49
591-900.000-972.000	FISHBECK	SCIP II CONSTRUCTION	28,368.08
	Total For Dept 900.000 General Capital Outla	V	988,498.57

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GL Number	Vendor	Invoice Description	Amount
	Total For Fund 591 Water Fund		1,429,028.04
Fund 592 City System Development	Fund		
Dept 536.000 Water Distribution Sys	stem		
592-536.000-801.000	HYDROCORP	CROSS CONNECTION CONTROL - COMMERCIAL	1,441.00
592-536.000-801.000	TRACE ANALYTICAL LABORATORIES, INC.	ANALYSIS - LEAD	2,406.00
592-536.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	1,526.22
592-536.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	146.75
592-536.000-802.000	HYDROCORP	CROSS CONNECTION COMMERCIAL	1,441.00
592-536.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	54.73
592-536.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	54.73
	Total For Dept 536.000 Water Distribution Sy	<i>i</i> stem	7,070.43
	Total For Fund 592 City System Development	t Fund	7,070.43
Fund 594 Marina Fund			
Dept 597.000 Marina Operations			
594-597.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	47.80
594-597.000-740.000	ACE HARDWARE	PLUMBING SUPPLIES	7.73
594-597.000-740.000	ACE HARDWARE	MAINTENANCE SUPPLIES	117.50
594-597.000-740.000	AMAZON CAPITAL SERVICES	MAINTENANCE AND OFFICE SUPPLIES	541.90
594-597.000-740.000	FIRST NATIONAL BANK OF OMAHA	ANDREW PETERS	508.44
594-597.000-740.000	LEEP'S SUPPLY CO., INC.	HYDRO CORP BACK FLOWS	1,097.16
594-597.000-740.000	LEEP'S SUPPLY CO., INC.	HYDRO CORP REQUIRED BACKFLOWS	28.47
594-597.000-740.000	WEST MARINE PRO	MAINTENANCE SUPPLIES	43.96
594-597.000-740.000	ULINE	MAINTENANCE SUPPLIES	204.49
594-597.000-740.000	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	17.42
594-597.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	636.99
594-597.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	61.25
594-597.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	307.85
594-597.000-850.000	TELNET WORLDWIDE	BILL DATE 12-15-2024	29.27
594-597.000-850.000	COMCAST	BOAT LAUNCH INTERNET	297.85
594-597.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	48.63
594-597.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-24-2024 TO 12-23-2024	36.01
594-597.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	48.63
594-597.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-24-2024 TO 11-23-2024	36.03
594-597.000-850.000	COMCAST	BOAT SURPRISE INTERNET SERVICE	318.80
594-597.000-850.000	DIRECTV	TV SERVICE	152.99
594-597.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY ALLOCATION - THIRD INSTALLMENT	3,446.74
594-597.000-920.000	INDIANA MICHIGAN POWER COMPANY	DECEMBER BILLING	682.41
594-597.000-930.000	T2 SYSTEMS CANADA INC.	BOAT LAUNCH PAY MACHINE SERVICE	55.00
	Total For Dept 597.000 Marina Operations		8,773.32

Attachment: EXP CHECK RUN DATES 12-07-2024 TO 01-10-2025 (10434 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 12/07/2024 - 01/10/2025

GL Number	Vendor	Invoice Description	Amount
	Total For Fund 594 Marina Fund		8,773.32
Fund 661 Motor Pool Fund			
Dept 000.000			12 700 00
661-000.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY ALLOCATION - THIRD INSTALLMENT	13,786.96 13,786.96
	Total For Dept 000.000		13,780.90
Dept 345.000 Public Safety Department			
661-345.000-740.000	O' REILLY AUTO PARTS	LIGHTS	22.58
661-345.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	140.46
661-345.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TPMS SENSOR	65.00
661-345.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRE	198.49
661-345.000-941.000	ENTERPRISE FM TRUST	VEHICLE LEASES	25.29
661-345.000-941.000	ENTERPRISE FM TRUST	VEHICLE LEASES	25.29
661-345.000-981.000	LUNGHAMER FORD	NEW SQUAD CARS	119,090.00
	Total For Dept 345.000 Public Safety Departm	ent	119,567.11
Dept 441.000 Public Works Department			
661-441.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	12.40
661-441.000-740.000	AIRGAS USA, LLC	CYLINDER RENTAL	300.96
661-441.000-740.000	ART & IMAGE	FUEL PUMP SIGNS	88.00
661-441.000-740.000	FAMILY FARM & HOME	PART	24.99
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER AND PART	112.54
661-441.000-740.000	FISHER AUTO PARTS, INC.	HEADLIGHTS	45.58
661-441.000-740.000	FISHER AUTO PARTS, INC.	SHOP SUPPLIES	51.63
661-441.000-740.000	FISHER AUTO PARTS, INC.	LIGHTS AND WIPERS	133.64
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTERS	37.87
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTERS AND BATTERIES	594.85
661-441.000-740.000	FISHER AUTO PARTS, INC.	WW SOLVENT	23.16
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	62.81
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	10.97
661-441.000-740.000	O' REILLY AUTO PARTS	PART	11.04
661-441.000-740.000	VALLEY TRUCK PARTS, INC	PART	29.42
661-441.000-740.000	VALLEY TRUCK PARTS, INC	PART	66.00
661-441.000-740.000	WEST SIDE TRACTOR SALES CO.	PART	1,319.63
661-441.000-740.000	ACE HARDWARE	HARDWARE	7.42
661-441.000-740.000	ACE HARDWARE	FOR ENGINE BLOCK HEATER	24.29
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTERS	9.30
661-441.000-740.000	FISHER AUTO PARTS, INC.	LIGHT BULBS	160.89
661-441.000-740.000	O' REILLY AUTO PARTS	PARTS	189.97
661-441.000-740.000	O' REILLY AUTO PARTS	PARTS	30.58
661-441.000-740.000	VALLEY TRUCK PARTS, INC	PART	150.08
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PARTS	119.28

GL Number	Vendor	Invoice Description	Amount
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PART	18.43
661-441.000-740.000	ACE HARDWARE	HARDWARE	12.21
661-441.000-740.000	CERTIFIED LABORATORIES	SHOP SUPPLIES	363.95
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTERS	49.22
661-441.000-740.000	O' REILLY AUTO PARTS	PARTS	44.03
661-441.000-740.000	O' REILLY AUTO PARTS	PART	114.00
661-441.000-740.000	VALLEY TRUCK PARTS, INC	PARTS	200.95
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	51.58
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	50.23
661-441.000-740.000	MID-COUNTY LAWN & GARDEN	PARTS	17.76
661-441.000-740.000	MID-COUNTY LAWN & GARDEN	PART	12.99
661-441.000-740.000	O' REILLY AUTO PARTS	FUSES	10.18
661-441.000-740.000	VALLEY TRUCK PARTS, INC	LIGHT	200.95
661-441.000-740.000	VALLEY TRUCK PARTS, INC	PART	40.20
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PARTS	2,114.26
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PARTS	72.68
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PART	24.33
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTERS	16.03
661-441.000-740.000	AIRGAS USA, LLC	CYLINDER RENTAL	300.96
661-441.000-741.000	PRI MAR PETROLEUM	OIL	700.95
661-441.000-741.000	PRI MAR PETROLEUM	FUEL	15,750.80
661-441.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-09-2024 TO 12-21-2024	40.01
661-441.000-850.000	VERIZON WIRELESS	BILL PERIOD 11-24-2024 TO 12-23-2024	36.01
661-441.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-22-2024 TO 11-21-2024	40.01
661-441.000-850.000	VERIZON WIRELESS	BILL PERIOD 10-24-2024 TO 11-23-2024	36.01
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	121.80
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRE	2,410.49
661-441.000-930.000	HARMON GLASS DOCTOR	WINDSHIELD	820.00
661-441.000-930.000	SAMSARA INC.	TELEMATICS LICESNES	15,504.00
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TPMS REPAIR	65.00
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRE REPAIR	30.00
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	163.00
661-441.000-941.000	ENTERPRISE FM TRUST	VEHICLE LEASES	2,152.24
661-441.000-941.000	ENTERPRISE FM TRUST	VEHICLE LEASES	2,152.24
	Total For Dept 441.000 Public Works Departr	nent	47,354.80
	Total For Fund 661 Motor Pool Fund		180,708.87
Fund 677 Self-Insurance Fund			
Dept 851.000 Insurance Premiums			
677-851.000-676.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 LIFE INSURANCE	12.80
677-851.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JANUARY 2025 VOLUNTARY LIFE INSURANCE	307.89
	Total For Dept 851.000 Insurance Premiums		320.69

	Total For Fund 677 Self-Insurance Fund	
		Fund 690 Health Care Fund
		Dept 000.000
BILL PERIOD 11-01-2024 TO 11-31-2024	BLUE CROSS BLUE SHIELD	690-000.000-687.000
	Total For Dept 000.000	
		Dept 851.000 Insurance Premiums
FEB HEALTH PREMIUM - RETIREES OVER AGE 65	VARIPRO	690-851.000-716.000
JAN HEALTH PREMIUM - RETIREES OVER THE AGE OF 65	VARIPRO	690-851.000-716.100
BILL PERIOD 11-01-2024 TO 11-31-2024	BLUE CROSS BLUE SHIELD	690-851.000-716.200
BILL PERIOD 11-01-2024 TO 11-31-2024	BLUE CROSS BLUE SHIELD	690-851.000-716.300
BILL PERIOD 11-01-2024 TO 11-31-2024	BLUE CROSS BLUE SHIELD	690-851.000-716.400
	Total For Dept 851.000 Insurance Premiums	
	Total For Fund 690 Health Care Fund	
		Fund 703 Current Tax Collection Fund
		Dept 000.000
TAX REFUND	CORELOGIC CENTRALIZED REFUNDS	703-000.000-276.000
TAX REFUND	ALBRIGHT LEE B LIVING TRUST	703-000.000-956.000
2024 TAX DISBURSEMENT - RESA GENERAL	BERRIEN COUNTY INTERMEDIATE	703-000.000-956.000
2024 TAX DISBURSEMENT - RESA SPECIAL	BERRIEN COUNTY INTERMEDIATE	703-000.000-956.000
2024 TAX DISBURSEMENT - SJPS SET	BERRIEN COUNTY TREASURER	703-000.000-956.000
2024 TAX DISBURSEMENT - COUNTY GENERAL	BERRIEN COUNTY TREASURER	703-000.000-956.000
2024 TAX DISBURSEMENT - COUNTY 911	BERRIEN COUNTY TREASURER	703-000.000-956.000
2024 TAX DISBURSEMENT - COUNTY LAW EN	BERRIEN COUNTY TREASURER	703-000.000-956.000
2024 TAX DISBURSEMENT - COUNTY SR CTR	BERRIEN COUNTY TREASURER	703-000.000-956.000
2024 TAX DISBURSEMENT - COUNTY PARKS	BERRIEN COUNTY TREASURER	703-000.000-956.000
2024 TAX DISBURSEMENT - DRAIN 225	BERRIEN COUNTY TREASURER	703-000.000-956.000
2024 TAX DISBURSEMENT - COLLEGE	LAKE MICHIGAN COLLEGE	703-000.000-956.000
2024 TAX DISBURSEMENT - AIRPORT	SOUTHWEST MI REGIONAL AIRPORT	703-000.000-956.000
2024 TAX DISBURSEMENT - SJPS OPERATING	ST JOSEPH PUBLIC SCHOOLS	703-000.000-956.000
2024 TAX DISBURSEMENT - SJPS SCH-2014BLDGS	ST JOSEPH PUBLIC SCHOOLS	703-000.000-956.000
2024 TAX DISBURSEMENT - SJPS SCH-2010DEBT	ST JOSEPH PUBLIC SCHOOLS	703-000.000-956.000
2024 TAX DISBURSEMENT - SJPS SCH-2016DEBT	ST JOSEPH PUBLIC SCHOOLS	703-000.000-956.000
TAX REFUND	TINKEY, BRETT	703-000.000-956.000
TAX REFUND	ULTIMATE STORAGE LLC	703-000.000-956.000
TAX REFUND	WALTER GREGORY E DESCENDANTS	703-000.000-956.000
RAGE 65 R THE AGE OF 65 RAL AL NERAL 1 W EN CTR RKS TING 14BLDGS 10DEBT	FEB HEALTH PREMIUM - RETIREES OVER JAN HEALTH PREMIUM - RETIREES OVER BILL PERIOD 11-01-2024 TO 11-31-2024 BILL PERIOD 11-01-2024 TO 11-31-2024 BILL PERIOD 11-01-2024 TO 11-31-2024 BILL PERIOD 11-01-2024 TO 11-31-2024 2024 TAX DISBURSEMENT - RESA GENER 2024 TAX DISBURSEMENT - RESA SPECIA 2024 TAX DISBURSEMENT - RESA SPECIA 2024 TAX DISBURSEMENT - SJPS SET 2024 TAX DISBURSEMENT - COUNTY GEN 2024 TAX DISBURSEMENT - COUNTY GEN 2024 TAX DISBURSEMENT - COUNTY 911 2024 TAX DISBURSEMENT - COUNTY SR 2024 TAX DISBURSEMENT - COUNTY SR 2024 TAX DISBURSEMENT - COUNTY PAR 2024 TAX DISBURSEMENT - COUNTY PAR 2024 TAX DISBURSEMENT - COUNTY PAR 2024 TAX DISBURSEMENT - DRAIN 225 2024 TAX DISBURSEMENT - COLLEGE 2024 TAX DISBURSEMENT - AIRPORT 2024 TAX DISBURSEMENT - SJPS SCH-20 2024 TAX DISBURSEMENT - SJPS SCH-20 TAX REFUND TAX REFUND	Total For Dept 000.000VARIPROFEB HEALTH PREMIUM - RETIREES OVERVARIPROJAN HEALTH PREMIUM - RETIREES OVERBLUE CROSS BLUE SHIELDBILL PERIOD 11-01-2024 TO 11-31-2024BLUE CROSS BLUE SHIELDBILL PERIOD 11-01-2024 TO 11-31-2024BLUE CROSS BLUE SHIELDBILL PERIOD 11-01-2024 TO 11-31-2024BLUE CROSS BLUE SHIELDBILL PERIOD 11-01-2024 TO 11-31-2024Total For Dept 851.000 Insurance PremiumsTotal For Fund 690 Health Care FundCORELOGIC CENTRALIZED REFUNDSTAX REFUNDALBRIGHT LEE B LIVING TRUSTTAX REFUNDBERRIEN COUNTY INTERMEDIATE2024 TAX DISBURSEMENT - RESA GENERBERRIEN COUNTY INTERMEDIATE2024 TAX DISBURSEMENT - SIPS SETBERRIEN COUNTY TREASURER2024 TAX DISBURSEMENT - SIPS SETBERRIEN COUNTY TREASURER2024 TAX DISBURSEMENT - COUNTY GEIBERRIEN COUNTY TREASURER2024 TAX DISBURSEMENT - COUNTY GEIBERRIEN COUNTY TREASURER2024 TAX DISBURSEMENT - COUNTY SIJBERRIEN COUNTY TREASURER2024 TAX DISBURSEMENT - COUNTY SABERRIEN COUNTY TREASURER2024 TAX DISBURSEMENT - COUNTY PAYBERRIEN COUNTY TREASURER2024 TAX DISBURSEMENT - COLLEGESOUTHWEST MI REGIONAL AIRPORT2024 TAX DISBURSEMENT - COLLEGESOUTHWEST MI REGIONAL AIRPORT2024 TAX DISBURSEMENT - SIPS OPERAIST JOSEPH PUBLIC SCHOOLS2024 TAX DISBURSEMENT - SIPS OPERAI <td< td=""></td<>

Total For Fund 703 Current Tax Collection Fund

109,498.44

GL Number	Vendor	Invoice Description	Amount
Fund 731 Retirement System Fund			
Dept 000.000			
731-000.000-801.000	LAUTERBACH & AMEN, LLP	FY24 AUDIT SERVICES	2,000.00
31-000.000-801.200	GABRIEL, ROEDER, SMITH & CO	ACTUARIAL SERVICES FEE	700.00
/31-000.000-801.200	GABRIEL, ROEDER, SMITH & CO	ACTUARIAL SERVICES PERFORMED OCT 1 THROUGH DEC 31	4,875.00
51 000.000 001.200	Total For Dept 000.000		7,575.00
	Total For Fund 731 Retirement System F	und	7,575.00
	Fund Totals:		
		Fund 101 General Fund	420,846.73
		Fund 202 Major Street Fund	11,775.82
		Fund 203 Local Street Fund	16,619.14
		Fund 204 Municipal Street Fund	36,921.75
		Fund 209 Cemetery Fund	673.44
		Fund 214 Depot Fund	923.95
		Fund 226 Rubbish Collection Fund	109,738.33
		Fund 248 Downtown Development Authority Fund	15,351.52
		Fund 271 Library Fund	27,081.46
		Fund 275 Band Fund	4,295.15
		Fund 401 Capital Projects Fund	282,059.18
		Fund 441 UPTON RECONSTRUCTION	269,583.72
		Fund 450 CSO Separation Project Fund	841,175.42
		Fund 590 Sewer Fund	1,286,273.55
		Fund 591 Water Fund	1,429,028.04
		Fund 592 City System Development Fund	7,070.43
		Fund 594 Marina Fund	8,773.32
		Fund 661 Motor Pool Fund	180,708.87
		Fund 677 Self-Insurance Fund	320.69
		Fund 690 Health Care Fund	146,529.59
		Fund 703 Current Tax Collection Fund	109,498.44
		Fund 731 Retirement System Fund	7,575.00
		Total For All Funds:	5,212,823.54

Packet Pg. 42



Agenda Item

TO:	Members of the St. Joseph City Commission
FROM:	Abby Bishop, City Clerk
RE:	2025-2028 School Agreements
MEETING DATE:	January 13, 2025

On January 16, 2025, the School Election Coordinating Committee meeting will take place at Berrien RESA at 9:00 a.m. to sign the 2025-2028 School Agreements for conducting school elections. The agreements pertaining to the City are with St Joseph Public Schools, Benton Harbor Area Schools, Lake Michigan College, and Berrien RESA. One of the draft agreements is included in the packet for your review.

Action Requested: Please consider, as part of the Consent Agenda, authorizing City Clerk Abby Bishop to sign the 2025-2028 draft school agreements for the conduct of elections, subject to any minor changes approved by the City Attorney, for St Joseph Public Schools, Benton Harbor Area Schools, Lake Michigan College, and Berrien RESA.

ATTACHMENTS:

• SJPS (PDF)

REPORT TO THE SECRETARY OF STATE BY THE ELECTION COORDINATING COMMITTEE OF **ST. JOSEPH PUBLIC SCHOOLS SCHOOL DISTRICT** FOR THE CONDUCT OF SCHOOL DISTRICT'S ELECTIONS

BERRIEN COUNTY, MICHIGAN EFFECTIVE: JANUARY 2025

SCHOOL DISTRICT:	St. Joseph Public Schools
COUNTY:	Berrien
COMPONENT	St. Joseph City
JURISDICTIONS:	Lincoln Charter Township
	Royalton Township St. Joseph Charter Township
	St. JOSeph Charter Township
ELECTION COORDINATOR:	Berrien County Clerk
ELECTION COORDINATING	Stacy Loar-Porter, Berrien County Clerk
COMMITTEE MEMBERS:	Abby Bishop, St. Joseph City Clerk
	Michael Brown, Lincoln Charter Township Clerk
	Rachel Bernard, Royalton Township Clerk
	Patrice Rose, St. Joseph Charter Township Clerk
	St. Joseph Public Schools Board of Education Secretary/Designee
DATE OF ELECTION	
COORDINATING MEETING:	January 16, 2025
ELECTION SCHEDULE:	St. Joseph Public Schools shall conduct all regular elections on the
	first Tuesday following the first Monday in November of even years.
NUMBER OF BOARD	There are seven (7) St. Joseph Public Schools Board members; all
POSITIONS TO BE	are six (6) year terms. In November 2026 there will be two (2)
ELECTED IN THE DISTRICT	positions to be elected to six-year terms. In November 2028, there
AND TERM LENGTHS:	will be two (2) positions to be elected to six-year terms. In November
	2030, there will be three (3) positions to be elected to six-year terms.
EARLY VOTING:	Early voting will only take place during each statewide and federal
	election for at least 9 consecutive days beginning on the second Saturday before the statewide or federal election and ending on the
	Sunday before the statewide or federal election, and will be provided
	for at least 8 hours each day during the required 9 consecutive days
	of early voting. MCL 168.620b(2)
	Early voting will not take place for any special school elections.
CLERKS THAT HAVE	Abby Bishop, St. Joseph City Clerk
CHOSEN TO "OPT IN"	Michael Brown, Lincoln Charter Township Clerk
AND CONDUCT THE	Rachel Bernard, Royalton Township Clerk
REGULAR SCHOOL	Patrice Rose, St. Joseph Charter Township Clerk
DISTRICT ELECTIONS:	

St. Joseph Public Schools 1

CONDUCT OF THE ST. JOSEPH PUBLIC SCHOOLS SCHOOL DISTRICT ELECTIONS:

1. Election Coordinator Duties and Responsibilities:

The County Clerk shall serve as the "Election Coordinator" for the St. Joseph Public Schools School District and will be responsible for the following duties:

- 1. Receive all filing fees or nominating petitions and affidavits of identity from candidates for school board and petitions or resolutions for special elections. MCL 168.301(2)(a)
- 2. Receive all ballot proposal language. MCL 168.301(2)(d)
- 3. Enter elections in QVF.
- 4. Publish the "Notice of Registration" and "Notice of Election". MCL 168.653(a)(2) Upon written request, the Secretary of the Board of Education/Designee may be provided copies of these notices if they wish to publish them in additional publications.
- 5. Certify candidates. MCL 168.301(2)(c)
- 6. Receive notices of withdrawal of candidate for school board. MCL 168.303
- 7. Program and code voting equipment.
- 8. Ballot set up, proofing, printing, and ordering ballots. MCL 168.689 et. Seq.
- 9. Order precinct supply kits. MCL 168.666
- 10. Coordinate the hiring, training and scheduling of election inspectors for county-wide Early Voting Site(s) only, if applicable. MCL 168.683
- 11. Store voted ballots for county-wide Early Voting Site(s) only, if applicable.
- 12. Conduct each election of the school district utilizing municipal precincts and polling locations for county-wide Early Voting Site(s) only, if applicable. MCL 168.305(4)
- 13. Notify the district electors if there is a change in the location of the polling place for county-wide Early Voting Site(s) only, if applicable. MCL 168.305(4)
- 14. Make voting systems available for conduct of a school election for county-wide Early Voting Site(s) only, if applicable. MCL 168.301(4)(b)
- 15. Open all precincts; deliver and pick up all equipment for county-wide Early Voting Site(s) only, if applicable.
- 16. Conduct all testing of machines and ballots required; complete appropriate paperwork; do public accuracy testing, etc. for county-wide Early Voting Site(s) only, if applicable. MCL 168.778
- 17. Accumulate official totals on election night. MCL 168.798
- 18. Canvass election, certify results, and mail Certificates of Election of candidates within 5 days after canvass certification. MCL 168.307(1); MCL 168.308
- 19. Provide Election Day "support".
- 20. Mail canvass reports to school districts.
- 21. Send Treasurer's Certificate to County Treasurer when necessary.
- 22. Present election results to the County Board of Canvassers for the Official Canvass of the school election. MCL 168.307
- 23. Present a verified account of the actual costs of conducting any school election no later than 84 days after the date of that election to the school Superintendent. MCL 168.315

2. City and/or Township Clerks Duties and Responsibilities (Opt In):

The City and/or Township Clerks who have opted-in to conduct the district's elections for the St. Joseph Public Schools School District shall perform the following duties:

7.a

- 1. Conduct each election of the school district utilizing municipal precincts and polling locations. MCL 168.305(4)
- 2. Notify the district electors if there is a change in the location of the polling place. MCL 168.305(4)
- 3. Distribute, receive and process absentee applications and ballots. MCL 168.301(4)(a)
- 4. Issue absent voter ballots. MCL 168.301(2)(e)
- 5. Make voting systems available for conduct of a school election. MCL 168.301(4)(b)
- 6. Open all precincts; deliver and pick up all equipment.
- 7. Conduct all testing of machines and ballots required; complete appropriate paperwork; do public accuracy testing, etc. MCL 168.778
- 8. Post the "Notice of Registration" and "Notice of Election" in the precincts. MCL 168.653(a)(1)
- 9. Meet statutory requirements for availability during filing deadlines, voter registration, absentee voting on Election Day.
- 10. Perform all tasks necessary on local level to conduct accurate election.
- 11. Submit ballot quantities by precinct and school district to County.
- 12. Coordinate the hiring, training and scheduling of election inspectors. MCL 168.683
- 13. Keep updated QVF files/print appropriate lists for all precincts within own jurisdiction.
- 14. Procure the necessary qualified voter file precinct lists. MCL 168.301(2)(b)
- 15. Store voted ballots.
- 16. Present a verified account of the actual costs of conducting any school election no later than 84 days after the date of that election to the school Superintendent. MCL 168.315

3. City and/or Township Clerks Duties and Responsibilities (Opt Out):

The City and/or Township Clerks who have opted-out from conducting the district's special elections for the St. Joseph Public Schools School District shall perform the following duties:

- 1. Notify affected voters of any polling place changes.
- 2. Any duties required by law that cannot be given to another clerk.
- 3. Provide voting equipment, at the discretion of clerk handling those voters.
- 4. Issue AV Ballots (including MOVE ballots).
- 5. Maintaining the permanent AV list.
- 6. Report and hold office hours the weekend immediately preceding the election.
- 7. Open Clerk's Office on Election Day from 7am 8pm for voter registration and AV ballot issuance.
- 8. Receive AV ballots and update in the QVF.
- 9. Deliver AV ballots to clerk responsible for tabulating AV ballots.
- 10. Complete required post-election reports.

4. Secretary of School Board Duties and Responsibilities:

The Secretary of the Board of Education (Secretary) shall perform the following duties:

- 1. No later than the 12th Tuesday before the election date, the Secretary shall certify to the County Clerk the wording of a ballot question to be submitted to the voters at a regular or special election at which no state or federal officers are to be voted on. MCL 168.646a
- 2. The Secretary of the School Board shall forward a copy of the Acceptance of Office from elected candidate(s) to the Election Coordinator. This Acceptance of office must be filed by the newly elected candidate within 10 business days of being issued a Certificate of Election. MCL 168.308 and MCL 168.309
- 3. The Secretary of the School Board shall administer and accept the filing of the Oath of Office for each elected candidate provided in Article XI, Section 1, of the State Constitution. MCL 168.310(1)

St. Joseph Public Schools 3

Packet Pg. 46

- 4. Within 3 days after the appointment to fill a vacancy, the Secretary shall provide written notice of appointment to the County Clerk. Notice shall include the name, address, and office of person who vacated and the name of the person filling such vacancy. MCL 168.311
- 5. The School Board shall pay or disapprove all or a portion of the verified account of actual costs of conducting the election within 84 days after receiving the verified account. MCL 168.315

5. Polling Locations:

Polling places shall be the same as the regular city and township polling places and may be consolidated upon approval from the Berrien County election commission. Consolidation requires a resolution be adopted by the appropriate election commission(s) at least 60 calendar days prior to an election. MCL 168.659 Consolidation is only permitted if the consolidated precinct will not contain more than 5,000 active registered voters.

If precincts are consolidated and the change requires voters to go to a different location/address, the appropriate notices shall be mailed or other method designed to provide actual notice to the registered electors. On the day of the election, the election commission must post a notice of the polling place location change at each polling place location eliminated for the election. The notice must provide directions to the new polling place location established for the precinct. (MCL 168.659 as amended under PA 298 of 2004)

In accordance with MCL 168.305 the Election Coordinating Committee met on January 16, 2025 to review and, if necessary, alter the election arrangements set forth in the previous report adopted in January 2017.

The agreement shall remain in effect until December 31, 2028, or until such time as a revised Report is filed with the State of Michigan, Department of State, Bureau of Elections.

This Report sets forth the arrangements that are agreed upon for the conduct of St. Joseph Public Schools School District elections. If there is a conflict between this Agreement and applicable laws, despite anything in the Agreement that may state otherwise, this Agreement will be considered changed to the extent necessary to comply with the law. This Report is submitted to the Secretary of State by the members of the St. Joseph Public Schools School District Coordinating Committee.

Date: January, 2025	Stacy Loar-Porter, Berrien County Clerk School District Election Coordinator
Date: January, 2025	Abby Bishop, St. Joseph City Clerk
Date: January, 2025	Michael Brown, Lincoln Charter Township Clerk
Date: January, 2025	Rachel Bernard, Royalton Township Clerk
Date: January, 2025	Patrice Rose, St. Joseph Charter Township Clerk
Date: January, 2025	Erika Burcham, Weesaw Township Clerk
Date: January, 2025	St. Joseph Public Schools Board of Education Secretary/Designee

St. Joseph Public Schools 4

Agenda Item

MEETING DATE:	4A January 13, 2025
RE:	Summary of the 2025 Property Maintenance Program – Focus Area
FROM:	Joan Ross, Code Enforcement Officer
TO:	Members of the St. Joseph City Commission

The 2025 Property Maintenance Program will commence in February. Please see the attached timeline, announcement letter, and map detailing the 2025 Property Maintenance program. This year's focus area includes 520 properties. This area was last inspected in 2018. The area is triangular in shape, located east of Lakeshore Drive, north of Kingsley Avenue and west of Niles Avenue.

The Property Maintenance Program is intended to prevent blight, maintain property values, and improve the overall safety and quality of life in our neighborhoods.

Property owners who do not pass the property maintenance inspection will be sent a Correction Notice detailing the deficiencies. Owners with concerns about the timeline may request an extension of time to complete the repairs. Owners may also appeal the decision and go before the Property Maintenance Board of Appeals (PMBOA) for a formal hearing.

The Citywide Focus Area map is provided as well. Please note the area formally known as Focus Area 4 (with 1,106 parcels) has been split into two smaller sections, 4A (420 parcels) and 4B (586 parcels), beginning this year. This planned revision reflects the limits of how many properties can be realistically inspected per cycle by department staff.

The Inspection Department looks forward to administering another successful property maintenance program. This program benefits our residents, property owners, and community stakeholders alike.

DATE	ACTION
Early Feb	Mail announcement letters to property owners
Feb/March/April	Conduct visual inspections of all properties from City right-of-way
	(or from private property with consent).
May 1	Issue deficiency notice to property owner/responsible party as needed
May 22	1st Property Maintenance Board of Appeals (PMBOA) hearing
May 23	Last day for owners to request a PMBOA hearing
June 25	If needed, 2 nd date for the PMBOA hearing
Sept 20	Deadline for all property maintenance repairs to be complete
Sept – Nov	Staff re-inspects properties, issues a notice, and responds accordingly

8

ATTACHMENTS:

- 2025 Property Maintenance Announcement letter (PDF)
- 2025 Property Maintenance Program Map (PDF)
- Citywide Property Maintenance Focus Area map (PDF)

Page 2



CITY OF ST. JOSEPH INSPECTION DEPARTMENT 700 Broad Street St. Joseph, MI 49085 Phone (269) 983-1212 www.sjcity.com

2025 PROPERTY MAINTENANCE PROGRAM ANNOUNCEMENT

February 1, 2025

8.a

Owner Name Address City/State/Zip

> Service Address: xxxxxxxxxx Parcel No. 11-76-xxx

Dear City Property Owner,

Your neighborhood is located within the focus area of this year's Property Maintenance Program. The program intends to prevent blight, maintain property values, and improve the overall safety and quality of life in our neighborhoods. This program is based on the International Property Maintenance Code (IPMC), as adopted by the City Commission, to regulate the maintenance of all properties, both residential and commercial.

This program divides the city into seven focus areas where visual inspections are made of every property. A map of this year's focus area is attached. Your neighborhood was last inspected in 2018.

City inspectors will examine the exterior condition of properties in your neighborhood and will require owners to repair any identified deficiencies, such as peeling paint, deteriorated surfaces, missing handrails, missing house numbers, or any other exterior feature showing signs of disrepair. The inspections will be conducted by viewing each property from adjacent public sidewalks, streets, and alleys, or occasionally from private property with consent.

If the inspection finds a property does not meet the IPMC requirements, the City will send a Correction Notice to the owner on May 1, 2025. If a Correction Notice is issued for your property you will have until <u>September 20, 2025</u>, to complete the required repairs. An appeal process is available if more time is believed necessary to make repairs or to contest the determination. If you 'pass' the inspection you will not receive a formal follow-up letter.

The Property Maintenance Program timeline is as follows:

Feb/March/April	Conduct exterior property maintenance inspections
May 1	Issue Correction Notices to properties that show a deficiency
May 23	Application deadline for anyone requesting an appeal/extension
May 22/June 26	Property Maintenance Board of Appeals (PMBOA) hearings
Sept. 20	Date the cited property maintenance deficiencies are required to be complete

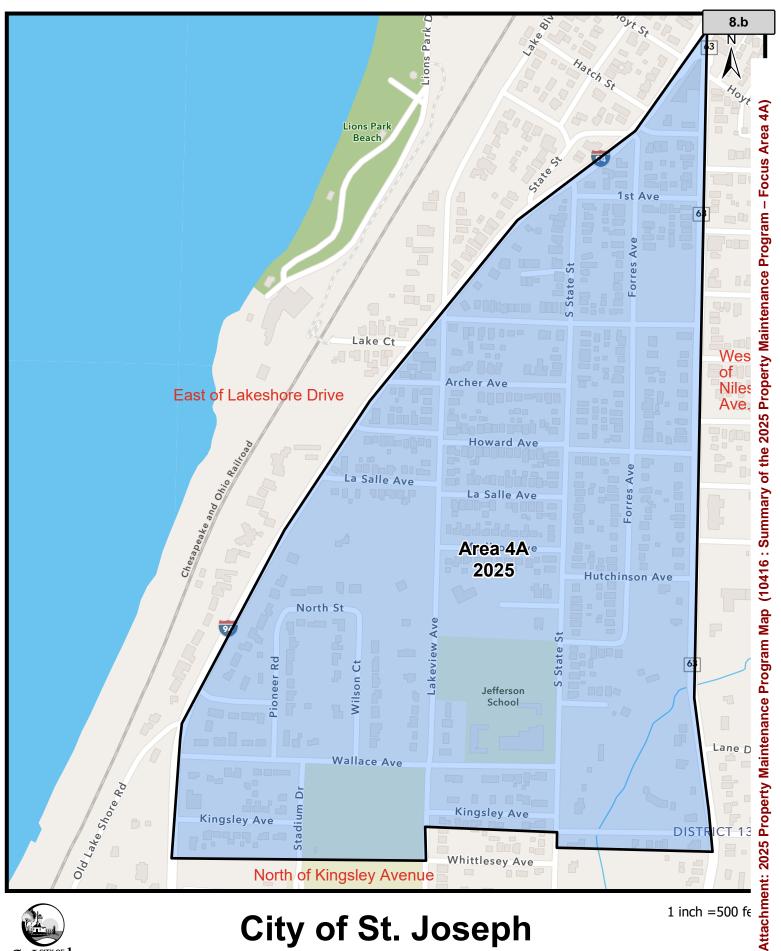
If you have any questions concerning this program, please contact us at 269-983-1212 or email <u>iross@sjcity.com</u> (state your address in the email subject line).

Thank you in advance for your cooperation with this important process.

Sincerely,

Joondood

Joan Ross Code Enforcement Officer



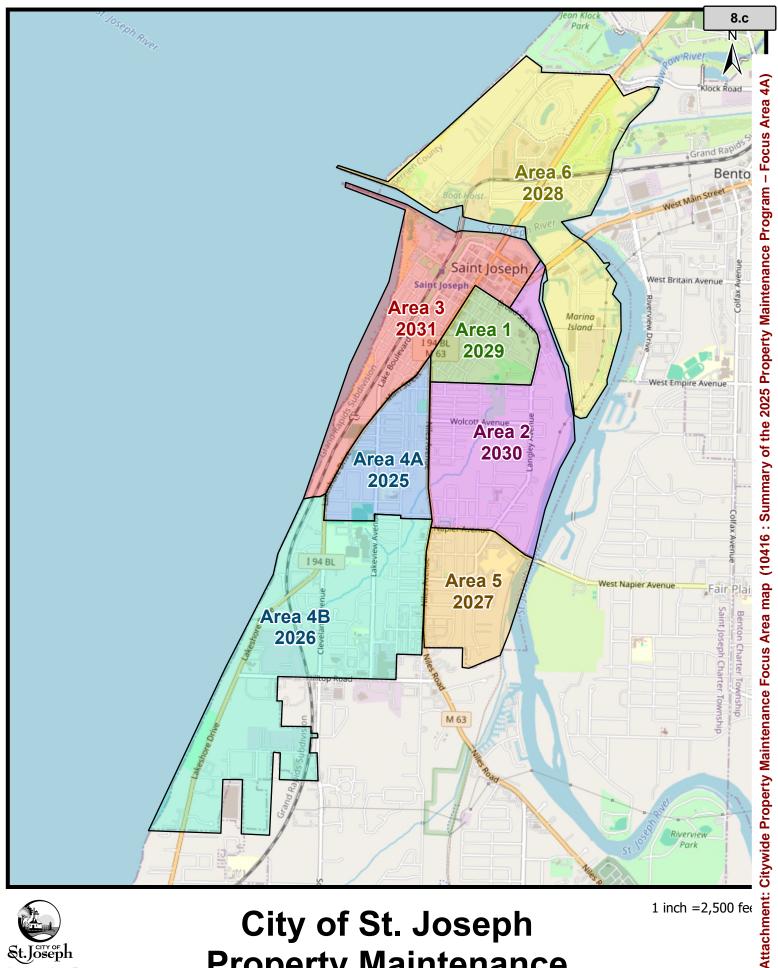


Inspection Department 700 Broad Street St. Joseph, MI 49085 Telephone: 269-983-1212

City of St. Joseph **Property Maintenance Focus Area 4A**

1 inch =500 f€

Packet Pg. 51





Inspection Department 700 Broad Street St. Joseph, MI 49085 Telephone: 269-983-1212

City of St. Joseph Property Maintenance Focus Areas

1 inch =2,500 fee

Packet Pg. 52



Agenda Item

9

TO:	Members of the St. Joseph City Commission
FROM:	Tim Zebell, City Engineer
RE:	Category B Grant - MDOT Contract
MEETING DATE:	January 13, 2025

If this item looks familiar, it is because it is. Staff requested City Commission approval of a Michigan Department of Transportation (MDOT) Contract for the St. Joseph Drive and Midway Avenue Resurfacing Project by way of a resolution at the December 9, 2024 meeting, and it was approved. However, it was later determined the agreement needed to be revised because the lead service line replacement work, originally intended to be undertaken as part of the contract, was completed by Public Works. After the grant was awarded, the Engineering and Public Works Departments worked together to investigate the extent of the lead service line replacement work, and determined that it was more cost effective to have Public Works do the work in-house rather than include it with the future pavement resurfacing contract. This does not impact the grant amount, but MDOT is requiring City Commission approval of the resolution with the revised agreement attached. What follows is the same information provided for the meeting in December.

This St. Joseph Drive and Midway Resurfacing 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 overlayed 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 Rev1 (PDF)

Updated: 1/9/2025 6:10 PM

Page 2

Packet Pg. 54

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 13th day of January, 2025.

BY:

Emily W.N. Hackworth, City Manager

ATTEST:

Abby Bishop, City Clerk

COM
Control Section
Job Number
Contract No.

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 December 9, 2024, attached hereto and made a part hereof:

EDB 11000 221207CON 24-5451

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.

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:

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. 01/23/03 TEDDIR.FOR 12/9/24

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.
- 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 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.

5. 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 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.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work. 01/23/03 TEDDIR.FOR 12/9/24

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 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 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 If the DEPARTMENT determines that an overpayment has been made to the Results. 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.

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 01/23/03 TEDDIR.FOR 12/9/24

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.

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 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.

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:			

REVIEWED By Larry Doyle at 2:26 pm, 122324 9.a

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EXHIBIT I

CONTROL SECTION	EDB 11000
JOB NUMBER	221207CON

ESTIMATED COST

Estimated PROJECT COST

Contracted Work

\$195,600

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$195,600
Less TED FUNDS*	<u>\$ 97,800</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 97,800

NO DEPOSIT

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

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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.

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- 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

TO:	Members of the St. Joseph City Commission
FROM:	Emily Hackworth, City Manager
RE:	Silver Beach County Park Traffic and Parking Update
MEETING DATE:	January 13, 2025

In March of 2024, the County requested City Commission approval for an amendment to the Planned Unit Development (PUD) at 101 Broad Street (Silver Beach) to replace the Silver Beach playground.

At the time of and leading up to this approval, City Commissioners and residents expressed enthusiasm for the new playground but shared concerns about the ongoing traffic created at the entrance to Silver Beach.

As part of these discussions, City and County staff made plans to collaborate on immediate improvements to the park entrance and traffic flow. The County also committed to hiring a consultant to study the options for improving the County's traffic flow and parking operations at Silver Beach.

Following the March discussions, the County hired Walker Consultants to conduct the study. County Administrator Brian Dissette and County Parks Director Jill Adams will share updates with the City Commission regarding the study, Walker's recommendations, and the County's anticipated next steps.



Agenda Item

TO:	Members of the St. Joseph City Commission
FROM:	Emily Hackworth, City Manager
RE:	Wayfinding Fabrication and Installation
MEETING DATE:	January 13, 2025

The Downtown Vision Master Plan recommends implementing wayfinding, signage and gateway features. To accomplish this goal, the DDA released an RFP for wayfinding signage in 2022 and awarded a contract to Corbin Design services in early 2023.

Corbin Design takes pride in developing custom signs that reflect the place they represent. As part of their engagement, Corbin held two open house sessions to gather public input and worked closely with a an active stakeholder group - made up of community members including business owners, non-profit managers, Parks Board members, DDA members, and City staff - to develop tailored signs. For St. Joseph, that means signs that are reminiscent of the tickets used at Silver Beach Amusement Park, and frames that represent the catwalk stanchions leading to the lighthouse.

There are Welcome Signs, Municipal ID signs, Vehicular signage, Pedestrian signs, and kiosks. The DDA plans to install these signs throughout the downtown as well as at key entry points into the City and at a number of City destinations. The completed designs were reviewed by the City Commission in August 2024. At that time, the City Commission directed staff to proceed with issuing the RFP for sign fabrication and installation.

In early December, staff, working closely with Corbin Design, released an RFP for the fabrication and installation of the new wayfinding signage. The bid opening was held on Friday, January 3; four vendors responded. In the DDA's meeting on Monday, January 6, the DDA directed staff to further assess the qualifications of the two lowest priced bidders.

The lowest bidder, Finishing Touch Signs, from Wausau, WI, has more limited experience with municipal signage and does not have experience working with MDOT. The second lowest bidder, Valley City Sign, from Comstock Park, MI, has successfully completed a number of municipal projects, has worked with MDOT in this area, and has experience working with Corbin Design. In these conversations, Valley City Sign also offered a Best and Final Offer (BAFO) of \$298,500.

With all of this in mind, Valley City Sign ranked highest in staff evaluation with Finishing Touch ranking second. Staff recommends awarding the contract to Valley City Sign. As requested in the RFP, Valley City Sign anticipates having installation complete by Memorial Day.

Action Requested: To approve the Wayfinding Fabrication and Installation proposal submitted by Valley City Sign, to be paid from the Capital Improvement Fund allocation to downtown improvements, and authorize the City Manager to execute the proposed contract, subject to City Attorney approval.

ATTACHMENTS:

- Finishing Touch Signs (PDF)
- Valley City Sign Company (PDF)
- Bid Sheet (PDF)
- Evaluation (PDF)
- SJMI_DesignIntent_v3_ForBid (PDF)
- DDA Draft Minutes-Wayfinding (PDF)

5111 Sherman St Wausau, WI 54401 +17158450500



PROPOSAL #

DATE 12/16/2024

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Proposal

ADDRESS

City of St. Joseph 700 Broad Street St Joseph, MI 49085 usa

SALES REP BR	PROJECT NUMBER 20138			- - - -
DESCRIPTION		QTY	RATE	AMOUNT
St Joseph Wayfinding Signs				
I1 - Welcome ID		5	9,349.00	46,745.00T
I2 - Municipal ID		3	8,202.00	24,606.00T
G1 - Vehicular Guide		4	2,725.00	10,900.00T
G2 - 3- Line with new post		6	5,065.00	30,390.00T
G3 - Trailblazer Decorative Post		5	4,114.00	20,570.00T
G3A - Trailblazer with existing post		1	1,040.00	1,040.00T
G4 - Trailblazer Utility		1	2,734.00	2,734.00T
G4a - Trailblazer Existing Post		3	1,603.00	4,809.00T
G5 - Two Line Vehicular New Post		1	4,697.00	4,697.00T
K1 - Pedestrian Kiosk		5	10,061.00	50,305.00T
R1 - Parking ID		14	2,349.00	32,886.00T
Installation of above sign(s)		1	9,000.00	9,000.00T
Removal of Existing Monument - posts will be cut 4" below grade.		1	800.00	800.00T
5 Year Warranty Against Workmanship and Material Defects 1 Year Warranty on Vinyl and Electrical. Any vinyl removal is at time & materials. INVESTMENTS DO NOT INCLUDE PERMIT FEES AND ARE BASED ON COMPLETING JOB IN ONE TRIP	SUBTOTAL TAX TOTAL		\$2;	239,482.00 0.00 39,482.00
INVESTMENTS ARE BASED ON NORMAL INSTALLATION AND DIGGING CONDITIONS PRIMARY POWER TO SIGN LOCATION AVAILABLE AT ADDITIONAL INVESTMENT ALL WARRANTIES WILL BE NULL AND VOID IF FINAL INVOICE IS NOT				
PAID IN FULL WITHIN 30 DAYS FROM INVOICE DATE CHECKS RETURNED FOR NON-SUFFICIENT FUNDS WILL BE SUBJECT TO AN ADDITIONAL \$50.00 FEE (50% due at time of order and remaining balance due upon completion.) NOTE: This proposal may be withdrawn by Finishing Touch, LLC if not accepted within 15 days				
Thank you for the opport	tunity to bid your project	ct.		

Thank you for the opportunity to bid your project. We look forward to working with you. Remember, your first impression is our Finishing Touch.

Packet Pg. 71

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Accepted By

Accepted Date

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Thank you for the opportunity to bid your project. We look forward to working with you. Remember, your first impression is our Finishing Touch.

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PHASING QUANTIES WILL BE DETERMINED AFTER 8/7 CALL

Sign Type	Description	Quantity	Unit Cost for Fab	Total Fab Unit Cost Cost Install	for Install Cost	Extended Cost for Bid
Phase						
G-3a	6" Trailblazer, existing post	1	1040.00	1,040.00	0.00	\$0.00
G-1	6" Vehicular Gulde	4	2725.00	10,900.00	0.00	\$0.00
G-2	4", 3-Line Vehicular Guide, New Post	6	5065.00	30,390.00	0.00	\$0.00
G-3	6" Trailblazer, decorative post	5	4114.00	20,570.00	0.00	\$0,00
G-4	4" Trailblazer, utility post	1	2734.00	2,734.00	0.00	\$0.00
G-4a	4" Trailblazer, Existing Post	3	1603.00	4,809.00	0.00	\$0.00
G-5	4", 2-Line Vehicular Guide, New Post	1	4697.00	4,697.00	0.00	\$0,00
	Tota	1 21		75,140.00	3,857.00	
			-	s	hipping Costs	Determined upon completion

Permitting At cost after proposal accepted

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TOTAL COST for Signage Package

Sign Type	The address Pressent is it locomintion and in Plateada data	Quantity	Unit Cost fo Fab	r Total Fab Unit C Cost In	ost for install stall Cost	Extended Cost for Bld
Phase				<u></u>		
I-2	Municipal Identification	3	8202.00	24,606.00	0.00	\$0.00
К-1	Pedestrian Klosk	5	10061.00	50,305.00	0.00	\$0.00
R-1	Parking Identification	14	2349.00	32,886.00	0.00	\$0,00
Х	Demolition Only	1	800.00	800.00	0.00	\$0.00
I-1	Welcome ID	5	9349.00	46,745.00	0.00	\$0.00
	Total	28		155,342.00	5,143.00	\$ 160,725,00
			-		Shipping Costs	Determined upon completion
					· · · ·	At cost after proposal accepted

TOTAL COST for Signage Package \$

*List below all items, including their costs, which are not included in the Grand Total Cost above (i.e., engineered drawings, footings, pre-bid site visit, etc.).

Foundation \$32,000.00		
Engineering \$4,400.00		······
Performance bond \$6,000.00		· · · · · · · · · · · · · · · · · · ·
Installation is not based on per unit it is based on competion of project.		,
	Bidder's Initials	-AC

BID PROPOSAL WAYFINDING SIGNAGE FOR St. Joseph, Michigan

1. Bidder's proposed schedule for the work

:	-
Signs will be fabricated by: Finishing Touch Signs, LLC	12/26/2024
	date
Signs will be installed by: Finishing Touch Signs, LLC	12/26/2024
	date

2. Please provide references from long-term clients you currently serve.

Type of work	Company, Contact, phone number, email	Length of relationship
Sign installation and service	North Central Technical College, Arry Roggenbuck 715-675-3331, roggenbuck@ntc.edu	16 years
Cian inciallation and condice	Marathon County Services, Tro Torgenson 715-261-7500, troy torgenson@co.marathon.wi.us	15 years
		R voars
Sign installation and service	Connexus Credit Union, 1 add 1 rowbridge 715-84/-4728, roddrigconnexus arg	

3. Please describe your organizational hierarchy to depict how this project will be managed within your firm.

Co Project Managels: Thomas Diedrick and Brendan Raboin

Support. Tracy Leach and Dana Zajackowski

4. Provide details about your shop and staff size, in-house engineering capabilities, project tracking/scheduling, etc.

Small company that does big things. We have designers and installers ready to take on any project. We design all projects and can have engineer stamped is required per job. Normal work flow process is 6-8 weeks after all approvals manufacturing will take place.

5. Bidder's statement of subsequent year pricing

Owner will be able to purchase additional signage for the program during the period of one year from the signing of a contract at the unit prices listed on this bid form. In subsequent years, the percentage increase for unit pricing will be as follows:

Year Two + <u>3 %</u> above bid prices Year Three + <u>5 %</u> above bid prices

BID PROPOSAL WAYFINDING SIGNAGE FOR St. Joseph, Michigan	

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N/A, we have bid per specifiaction

We would like to note that we taped and glued the edge of the sample submitted for the laminate. This is standard procedure.

8. Describe any delays or extended lead times you are currently experiencing or expect to experience with your suppliers.

Normal lead times 6-8 weeks

9. Relevant Litigation/Investigations. Describe any current lawsuit, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdition and date of legal complaint. Include in this section any problems that your firm or its personnel have experienced pertaining to training, licensing or certification in the past five (5) years.

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Bid Submittal Checklist:		
Bid Form:	Owner:	Designer:
Shop Drawing Sample:		Designer:
Experience Quesionnaire		Designer:
Bid Bond:	Owner:	
	Bidder's Initials	

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Attachment: Finishing Touch Signs(10432:Wayfinding Fabrication and Installation)

Bond Number: 2635339

■AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Finishing Touch Signs LLC

5111 Sherman St Wausau, WI 54401-9315 OWNER: (Name, legal status and address) City of St. Joseph 700 Broad St Saint Joseph, MI 49085-1276

BOND AMOUNT: \$

Ten Percent of the Amount Bid

SURETY:

of business)

1900 S 18th Ave

(Name, legal status and principal place

West Bend Insurance Company

West Bend, WI 53095-8796

PROJECT:

(Name, location or address, and Project number, if any) Wayfinding Signs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond. between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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Signed and sealed this 23 day of December

(Witness)

(Witne

Finishing Touch Signs LLC

(Contractor as Principal)

Title)

, 2024

West Bend Insurance Company

(Surely) (Seal) Stephante A Stuling , Attorney-In-Fact (Title

(Seal)

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Bond No.

2635339

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Stephanie A Gruling

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at anv time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024. MILLIN

Attest Christopher C. Lungard Christopher C. Zwygart Secretary

State of Wisconsin County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order,

"In mannet



Lead Corporate Attorney

Robert J. Jacque

President

Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 23rd day o	f December ,	2024	
	SEAL SAL	Mistophur C. Zwygart Christopher C. Zwygart Secretary	

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

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BID FORM

To:	City of St Joseph Emily Hackworth - City Manager	
From:	Valley City Sign Company 5009 West River Drive NE	(name of Bidder) (address of Bidder)
	Comstock Park, MI 49321	
	616-784-5711	(phone number of Bidder)

For: City of St. Joseph, Michigan - Vehicular and Pedestrian Wayfinding Phase 1

The undersigned, having familiarized themselves with project conditions and having examined and become fully cognizant of the bid package and all addenda subsequently issued, hereby agrees to furnish all labor, materials, equipment, appliances, fixtures, and incidentals required by the bid package for the construction of the aforementioned project, and to conform to requirements as set forth in the bid package for the amounts set forth in this bid form. The signing of this document and award of contract or purchase order will signify complete understanding by the awarded Bidder of all items detailed in this bid package. The particular items noted herein, detailing fabrication, installation, product and fabricator performance, are understood to be part of any contract(s) from Owner.

Pursuant to the requirements as specified, the undersigned submits the following base bid, which includes all applicable taxes (if any), overhead, and profit.

ADDENDA:

Date:

Please acknowledge all addenda received.

January 3, 2025

Addendum number:	1	Dated:	12/11/24
Addendum number: Addendum number:	2	Dated:	12/18/24
	3	Dated:	12/23/24
Addendum number:	4	Dated:	12/27/24
	5		12/27/24

DESIGN INTENT PACKAGE:

By initialing here, the Bidder is acknowledging review, understanding and acceptance of the information and specifications provided in the Design Intent Package.

Bidder's	Initials	W	Af	ł

 Valley City Sign Company
 01/03/2025

 Name and Company
 Date

 Mb
 1/2/25

 Signed
 Date

PHASING QUANTIES WILL BE DETERMINED AFTER 8/7 CALL

Sign Type	Description	Quantity	Unit Cost for Fab	Total Fab Cost	Unit Cost for Install	Install Cost	Extended Cost f	or Bid
hase	1				AL MARCE		1000	
G-3a	6" Trailblazer, existing post	1	\$2619.00	0.00	\$830.00	0.00	\$ 3,449.00	\$0.00
G-1	6" Vehicular Guide	4	\$8812.00	0.00	\$1497.00	0.00	\$41,236.00	\$0.00
G-2	4", 3-Line Vehicular Guide, New Post	6	\$6573.00	0.00	\$1497.00	0.00	\$48,420.00	\$0.00
G-3	6" Trailblazer, decorative post	5	\$4801.00	0.00	\$1374.00	0.00	\$30,875.00	\$0.00
G-4	4" Trailblazer, utility post	1	\$3753.00	0.00	\$1279.00	0.00	\$ 5,032.00	\$0.00
G-4a	4" Trailblazer, Existing Post	3	\$3792.00	0.00	\$1279.00	0.00	\$15,213.00	\$0.00
G-5	4", 2-Line Vehicular Guide, New Post	1	\$5838.00	0.00	\$1374.00	0.00	\$ 7,212.00	\$0.00
	Total	21		0.00	ĺ	0.00	\$ 151,437.00	-
	est columns do not calculate. Unable to anipulate for total Fab & Install		т	OTAL COS		oing Costs Permitting Package	N/A \$ 1288.00 ** \$ 152,725.00	-
ma Please Sign	e provide unit costs for all sign types in the program	Quantity	Unit Cost for	Total Fab	T for Signage I	Permitting Package	\$ 1288.00 **	- or Bic
ma Please	anipulate for total Fab & Install a provide unit costs for all sign types in the program Description	Quantity			T for Signage I	Permitting Package	\$ 1288.00 ** \$ 152,725.00	- for Bic
ma Please Sign Type	anipulate for total Fab & Install a provide unit costs for all sign types in the program Description	Quantity 3	Unit Cost for	Total Fab	T for Signage I	Permitting Package	\$ 1288.00 ** \$ 152,725.00	
ma Please Sign Type Phase	e provide unit costs for all sign types in the program Description 2		Unit Cost for Fab	Total Fab Cost	T for Signage F Unit Cost for Install	Permitting Package Install Cost	\$ 1288.00 ** \$ 152,725.00 Extended Cost (\$0.00
ma Please Sign Type Phase 2-2	e provide unit costs for all sign types in the program Description 2 Municipal Identification	3	Unit Cost for Fab \$4548.00	Total Fab Cost	T for Signage I Unit Cost for Install \$2356.00	Permitting Package Install Cost	\$ 1288.00 ** \$ 152,725.00 Extended Cost i \$20,712.00 \$38,556.00	\$0.00 \$0.00
ma Sign Type Phase -2 (-1	e provide unit costs for all sign types in the program Description 2 Municipal Identification Pedestrian Kiosk	3 -5-6	Unit Cost for Fab \$4548.00 \$4256.00	Total Fab Cost 0.00 0.00	T for Signage F Unit Cost for Install \$2356.00 \$2170.00	Permitting Package Install Cost 0.00 0.00 0.00	\$ 1288.00 ** \$ 152,725.00 Extended Cost I \$20,712.00	- Sor Bid \$0.00 \$0.00 \$0.00
ma Please Sign Type Phase -2 (-1 (-1	anipulate for total Fab & Install a provide unit costs for all sign types in the program Description 2 Municipal Identification Pedestrian Kiosk Parking Identification	3 -5-6 14	Unit Cost for Fab \$4548.00 \$4256.00	Total Fab Cost 0.00 0.00 0.00	T for Signage F Unit Cost for Install \$2356.00 \$2170.00 \$433.00	Permitting Package Install Cost 0.00 0.00 0.00	\$ 1288.00 ** \$ 152,725.00 Extended Cost i \$20,712.00 \$38,556.00 \$34,272.00	\$0.00 \$0.00 \$0.00 \$0.00
ma Please Sign Type Phase -2 (-1 (Anipulate for total Fab & Install a provide unit costs for all sign types in the program Description 2 Municipal Identification Pedestrian Kiosk Parking Identification Demolition Only	3 - 5 6 14 1	Unit Cost for Fab \$4548.00 \$4256.00 \$2015.00 \$6343.00	Total Fab Cost 0.00 0.00 0.00 0.00	T for Signage F Unit Cost for Install \$2356.00 \$2170.00 \$433.00 \$16,135.00	Permitting Package Install Cost 0.00 0.00 0.00 0.00	\$ 1288.00 ** \$ 152,725.00 Extended Cost I \$20,712.00 \$38,556.00 \$34,272.00 \$16,135.00	\$0.00 \$0.00 \$0.00 \$0.00
ma <i>Please</i> Sign Type Phase (-2 (-1) (-1) (-1)	anipulate for total Fab & Install a provide unit costs for all sign types in the program Description 2 Municipal Identification Pedestrian Kiosk Parking Identification Demolition Only Welcome ID	3 -5-6 14 1 5 -2829	Unit Cost for Fab \$4548.00 \$4256.00 \$2015.00 \$6343.00	Total Fab Cost 0.00 0.00 0.00 0.00 0.00	T for Signage F Unit Cost for Install \$2356.00 \$2170.00 \$433.00 \$16,135.00 \$2608.00 Ship	Permitting Package Install Cost 0.00 0.00 0.00 0.00 0.00	\$ 1288.00 ** \$ 152,725.00 Extended Cost i \$20,712.00 \$38,556.00 \$34,272.00 \$16,135.00 \$44,755.00 \$ 154,430.00 N/A	\$0.00 \$0.00 \$0.00

*List below all items, including their costs, which are not included in the Grand Total Cost above (i.e., engineered drawings, footings, pre-bid site visit, etc.).

Bond amount added to project total = \$1550.74 Administration fee to submit required permit application(s) = \$150.00		
Total project cost = \$310,155.74 ***	<u>,</u>	
	Bidder's Initials	WAH

*** Based on Valley City Sign's comprehensive design, fabrication, and installation experience, we have discovered some opportunities to clarify and enhance the product specifications for the benefit of St. Joseph as the end customer who we always look out for in our projects and look forward to the opportunity to review these with you.

BID PROPOSAL WAYFINDING SIGNAGE FOR St. Joseph, Michigan

1. Bidder's proposed schedule for the work

Signs will be fabricated by:

See attached time line identifying critical milestones

Signs will be installed by:

date

Attached milestone dates necessary to meet the May 31st installation period date

2. Please provide references from long-term clients you currently serve.

Type of work	Company, Contact, phone number, email	Length of relationship
Gateway, wayfinding & park signage design/build	City of Port Huron, Cynthia Broomfield, 810.984.9718, cynthia@porthuron.org	4 years
Gateway & directional signage design / build	City of PawPaw, Mary Springer, 269-547-0179, m.springer@pawpaw.net	4 years
Gateway, directional and park signage	City of Holland, Matt VanDyken, (616) 355-1307, m.vandyken@cityofholland.com	6 years

3. Please describe your organizational hierarchy to depict how this project will be managed within your firm.

Our Sales team is equipped with a Sales Rep and Project Coordinator who work directly with the client all the way through the project. Additional members of our team support each project for permitting, design, fabrication, installation, and the coordination of each phase of the project through installation. All of these functions report through to the President who is personally involved in this project.

4. Provide details about your shop and staff size, in-house engineering capabilities, project tracking/scheduling, etc.

Valiey City Sign has designed, fabricated, and installed signage for over 75 years from wayfinding across a city to large-scale pyton or marque monument signs. Our industry-leading 65,000 sq. ft. facility houses our 45 person team working together to ensure customer focus and satisfaction throughout the project. Our internal fabrication capabilities and rigorous painting process clearly differentiate us in terms of craftsmanship, quality, and longevity of our signs. We offer extensive in house design, fabrication, and installation capabilities, purchasing any uniquely required products or services for a turnkey sign solution and a seamless experience for the end client. The Sales Rep and Project Coordinator, with the help of our key management direct each function and track the project the entire way from design to installation using our robust order fulfilment and scheduling software and tools. Our scheduling software uses detailed labor-routinge, capacity, and caedinos which are monitored by Production Control to ensure our production stays in eyne with our installation scheduling.

5. Bidder's statement of subsequent year pricing

Owner will be able to purchase additional signage for the program during the period of one year from the signing of a contract at the unit prices listed on this bid form. In subsequent years, the percentage increase for unit pricing will be as follows:

Year Two +	4 9	6	above	bid	prices
Year Three +	8 0	6	above	bid	prices

BID PROPOSAL WAYFINDING SIGNAGE FOR St. Joseph, Michigan

6. Subcontractor's name and purpose

Vendor TBD = Hydra-vac mounting holes

7. Material substitutions, explanation, and cost differential

N/A

8. Describe any delays or extended lead times you are currently experiencing or expect to experience with your suppliers.

N/A

9. Relevant Litigation/Investigations. Describe any current lawsuit, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdition and date of legal complaint. Include in this section any problems that your firm or its personnel have experienced pertaining to training, licensing or certification in the past five (5) years.

None

Bid Submittal Checklist: Bid Form: Shop Drawing Sample: Experience Quesionnaire Bid Bond:

Owner:

Designer:____ Designer:____ Designer:____

Owner:___

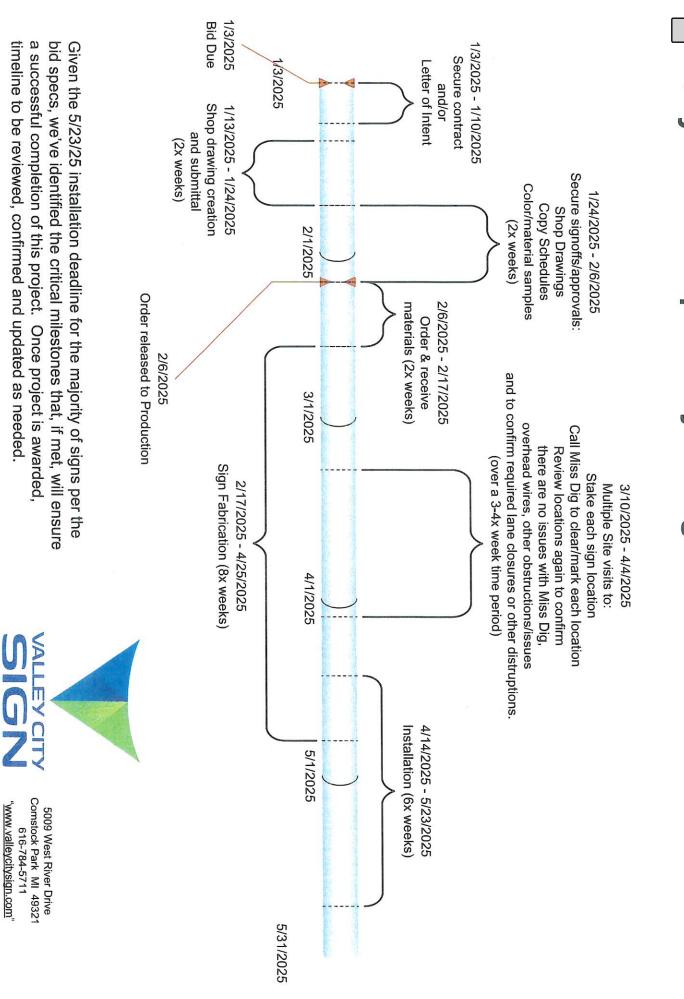
Bidder's Initials

NAM

Attachment: Valley City Sign Company (10432 : Wayfinding Fabrication and Installation)

City of St Joseph - Wayfinding

11.b



1/3/25

11.b



American Institute of Architects

AIA Document A310 **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we, ____ Valley City Sign Company 25 Principal, hereinafter called the Principal, and Employers Mutual Casualty Company , duly organized under the laws of the State of Iowa _____, as Surety, hereinafter called the Surety, is held and firmly bound unto City of St Joseph ____, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount Bid (5% of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Multiple gateway and directional signs

December 30, 2024 **Bid Date:**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of December A.D. 2024.

		Valley City Sign Compa	any	
a sta			(Principal)	
Smple				(Seal)
	(Witness)	Mit mits	- Worde Halma	Aesident (Title)
		Employers Mutual Ca	sualty Company	
Dianne O	Wilhelm		(Surety)	(Seal)
Dianne Wilhelm	(Witness)	Laura ?	Northous	e
		Laura J. Northouse	Attorne	ey -in-Fact

11.b

P.O. Box 712 • Des Moines, Iowa 50306-0712



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation

2. EMCASCO Insurance Company, an Iowa Corporation

3. Union insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint; LAURA J. NORTHOUSE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

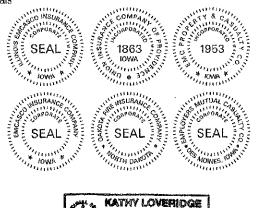
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attomeys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attomey issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Commission Humber 780769 My Commission Expires October 10, 2025

120

\$øott R. Jean, Président & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above: that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

u Zoleria

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022, are true and correct and are still in full force and effect.

December In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of

2024

man Vice President

11.b

agreement affecting this order, and no other agreement or understanding of any nature concerning it will be considered. If the Company utilizes, without or other expressions are ineffective. convenience of both parties, and it is understood that such recitations, notations conflict with and add to, or modify these terms and conditions, it does so for the Customer containing recitations, notations or other expressions of terms that objection, purchase orders, bid requests, or other documents preferred by the quote, all provisions contained in this 4 page contract comprise the entire original purchaser (the "Customer") of the work. When both parties sign the This purchase agreement is between Valley City Sign (the "Company") and the

Customer. The person signing the quote shall have full and proper authority to bind the

It is agreed that this contract shall be construed according to the laws of the state of Michigan

EXCLUSIVE WARRANTY

products. This exclusive warranty is made to you, the original purchaser of the Company's products. This is the exclusive warranty of the Company with respect to any and all of its

warranty is in effect from date of shipment Warranty is in effect from date of installation. If the Company is not installing

misuse, or any act of God. products will be free from defects in materials and workmanship, under normal use and conditions, for one (1) year. This limited warranty excludes vandalism The Company warrants to you as the original Customer that the Company's

and are limited in coverage by the individual manufacturer or supplier. If the any additional manufacturer's warranty. The manufacturer warranties vary to the warranty provided by the Company, the Customer will be covered by The Company warrants electronic message centers for one (1) year. In addition

> manufacturer. that responsibilities for warranties for those items will be that only of the the Customer in dealing with the manufacturer, subject to the understanding warranties of the message center manufacturer, and the Company will assist Company will provide the Customer, on request by the Customer, the refer to manufacturer's warranty for specific warranty information. Customer elects to purchase an extended parts warranty on message centers, refer to manufacturer's warranty for specific warranty information. The

The Company does not warrant vinyl placed on vehicle windows. The Company's professional recommendation is to have them placed on the door placement, the Company will comply with the Customer's wishes, and the or other vehicle panel. In the event the Customer insists on vehicle window warranty. Cust-omer agrees that the product will not be included under the exclusive The

employees, agents, or any persons. This warranty is void if the signage has of God, or through the negligence or wrongdoing of the Customer, its been serviced or modified by any party other than an authorized This warranty does not cover damage resulting from vandalism, misuse, acts representative of the Company.

extends beyond the period stated. The Company shall not be, under any consequential, or special damages or loss of profits, resulting from a breach of circumstances, liable to the Customer for any indirect, incidental, damages this contract, even if the Company has been advised of the possibility of such There is no implied warranty of merchantability, and there is no warranty that

original contract amount. products is described on this exclusive warranty. No oral or written without limitation, implied warranties of merchantability and fitness for a The Company hereby disclaims any and all other warranties, including, described herein. In any event, the extent of the warranty shall not exceed the representations shall extend the Company's exclusive warranty beyond that particular purpose. The only warranty with respect to the Company's

11.b

The Company shall not be liable for any incidental or consequential damages if the Company's product is defective or does not conform to this exclusive warranty. In any event, the maximum amount for which the Company shall be liable to the Customer will be the price of the product.

Any claim for breach of this exclusive warranty shall be brought, if at all, no later than one year from the date of the Company's breach.

WARRANTY PROCEDURES AND REMEDIES

The Customer must notify the Company of any warranty claim in order to initiate repairs on the defective product. The notice must include the date of the installation. Upon receipt of such notice, the Company will direct that an authorized representative inspect the product and, if necessary, correct the defect in accordance with this exclusive warranty. The Company shall be held harmless from any warranty related costs without prior written approval.

Provided that the warranty procedures are followed, the Company will repair and/or replace defective products during the applicable warranty period without charge for parts or labor, unless otherwise noted. Repair and/or replacement of defective products are the Customer's remedy under the Company's exclusive agreement.

After the Company's written approval, the Company may allow the Customer to arrange for necessary repairs covered by the warranty. The maximum hourly rate that will be paid by the Company is \$55.00 for warranty labor.

EXCAVATION AND INSTALLATION

When excavation is required, typical equipment used by our installation crew includes heavy equipment such as crane trucks and augers. Unless specified on your quote, pricing does not include special methods of excavation, such as hydrovac or hand digging.

With this typical equipment, detection of lines or other items below the surface is not possible. Therefore the Company will arrange for Miss Dig to mark the surrounding area where signage is to be installed. Items not marked by Miss Dig such as underground sprinkling, drainage pipes, fiber optic, or other underground objects, are the responsibility of the Customer to mark. The Company will accept a site plan or similar document stating the detailed location of underground lines.

The Customer agrees that the Company is not liable for any inaccurate markings or areas not covered by Miss Dig. In the unlikely event an unmarked or mis-marked utility or any other underground object is hit or damaged during the excavation process, the Customer agrees and understands to indemnify, defend and hold harmless the Company and their representatives from any damages made to the underground utilities, underground objects, and the surrounding area, that is in any way connected with the excavating, augering, or any method used for the installation of the signage, except where due to negligence on the part of the Company.

All costs incurred for repairs, additional hours needed for installation, and any miscellaneous costs involved in repairing damaged underground lines is the responsibility of the Customer, unless the damage is due to negligence on the part of the Company.

The Company will assist the Customer by pursuing a claim through Miss Dig on behalf of the Customer for the underground utilities Miss Dig is responsible for in order that the Customer is reimbursed for expenses incurred.

If the Company or their representatives hit and damage a clearly marked and identified underground utility or other underground object, then the Company will be responsible for making all necessary repairs to fix the damage. Liability is limited to the underground utility or object itself and the immediate surrounding area.

While the company is careful on lawns and around landscaping, there are times when damage is unavoidable, especially when the ground is soft. The Company



will take every precaution possible to avoid damage. In the event of unavoidable damage, the customer is responsible for all repairs to lawn, sidewalks and/or landscaping.

If other unseen difficulty arises during excavation, the Company will charge the Customer on a time and material basis for all necessary equipment and labor until excavation is complete.

The Customer is responsible for letting the Company know where to put the dirt from the base holes at the Customer's site.

PRICING, PAYMENT, AND OTHER TERMS

The Customer hereby acknowledges that the work is for signage unique and limited to the Customer's needs and requirements and that the work has no salvage value to the Company. As a result, this contract when accepted is not subject to cancellation. Price quotes are subject to revision where unforeseeable building site or job conditions are encountered. Unless otherwise noted, quotes assume work is done during ordinary working hours, Monday through Friday. Disposal of existing signs is not included unless otherwise provided.

After fabrication is started, no changes will be made or allowed unless ordered in writing and the price therefore adjusted and agreed upon in writing before proceeding with the changes, if such changes affect the price. If the Company considers shop drawings necessary, it will submit said drawings to the Customer for approval.

Refurbish prices are determined based on information known at the time of quote. If after opening sign, it is determined that additional work is necessary, the Customer will be notified of the additional charge, and will be responsible for payment thereof.

Installation prices are based upon normal conditions. Quote is subject to revision

where unknown soil conditions are encountered, I.E. high water table or buried obstructions.

Pricing does not include permitting, licensure or procurement fees, which will be added. Sales or use tax or gross receipts tax, if any, payable under the laws of the State where the property is to be delivered or installed as mentioned herein, shall be added to the price quoted, unless such tax is paid directly by the Customer.

Fifty (50) percent deposit is required on all orders, unless prior approved credit. The balance is due per the customer terms.

The Company at its option may invoice each item called for in the proposal separately upon completion or, if for reasons beyond its control completion is delayed, it may invoice for that portion of work completed during any given month.

Title to all materials and property covered by this proposal shall remain with the Company and shall never be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. The Company is given as express chattel mortgage lien upon said materials and property shall be annexed or attached to the realty.

All payments under the terms herein are due and payable in U.S. funds at the office of the Company. In case payment is not made as agreed, the Customer agrees to pay interest on past due payments from the time they are due at the rate of 1.12% per month.

In the event the Customer (a) defaults in the prompt and timely payment of the price in accordance with the terms of this contract, (b) makes any general assignment for the benefit of creditors; (c) files any petition for or is the subject of an involuntary petition filed for any relief under any bankruptcy or insolvency laws; or (d) breaches any other covenant or representation contained herein, the Company may, at its option, immediately terminate this contract upon notice to the Customer. In such event, the Company's obligations and responsibilities



hereunder shall cease and the balance of the price shall be immediately due and payable. In addition, the Company shall have the right to pursue any and all other remedies available to it at law or in equity. The Company's waiver of any default on the part of the Customer shall not constitute a waiver of subsequent defaults.

In the event this contract is placed in the hands of an attorney for collection, or if collection is by suit, or through the Probate or Bankruptcy Court, in addition to the principal and interest owing thereon, attorney fees shall be added and paid for by the Customer.

The Company shall have all other rights and remedies as may be permitted under the Uniform Commercial Code adopted in Michigan, under other laws or this contract.

The Company assumes no responsibility for the plans, designs, specification or drawings furnished by the Customer and will not be responsible for errors found therein. The Customer hereby represents and warrants to the Company that the Customer owns or has the right to use any and all trade names, trademarks, insignia and/or other designs or logos included in the specifications for the sign and will indemnify, defend and hold the Company harmless from any alleged or actual infringement of any intellectual property rights of a third party (including without limitation, any claims, damages, attorneys fees and costs) with regard to the specifications provided by the Customer.

The Customer hereby covenants and agrees to refrain from using or permitting others to use the designs, drawings and specifications developed by Valley City Sign without the Company's prior written consent.

When it becomes necessary, due to a change in the Customer's plans, that completed or partially completed items are stored past the planned installation date, any and all extra costs for handling and storage will be charged to the Customer's account. In the event that size and weight of any item prohibits storage by the Company on its own property, the Customer must arrange for shipment immediately upon completion.

The Company will not be responsible for delays in shipments caused at rolling

mill or in transportation or by labor disputes or due to any and all circumstances beyond its reasonable control.

The Customer agrees to allow the Company to secure all necessary permits and variances from the building owner and/or others, whose permission is required for the installation of the sign. The Customer assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or due to it being on or attached to the premises. All costs related to permits, variances, and closing lanes incurred by the Company will be charged to the Customer.

All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the Customer.

The Company is not liable for any costs related to failure of the primary circuit from the distribution panel to the sign hook-up. Any damages relating from primary wiring problems, and the service call to determine such damages, are solely the responsibility of the Customer.

When quote is to remove old and re-install new signage, the Company will not be held liable for damage to existing structures, unless caused by its own negligence. Standard installation procedure is to caulk holes with silicone. Unless otherwise noted, installation does not include repairing or painting any wall or structure from which an existing sign is removed. Any other maintenance will be the responsibility of the Customer.

The rights and obligations hereunder may not be assigned by the parties without the other party's prior consent. This contract shall be binding on the parties hereto, their successors and permitted assigns. This contract constitutes the entire contract between the parties and may not be changed or modified, except in writing signed by both parties. This contract is entered into under and is to be construed in accordance with the laws of the state of Michigan. Any legal action or proceeding related to this contract shall be brought exclusively in a federal or state court of competent jurisdiction in Michigan and both parties agree to submit to the jurisdiction of such courts.

1



CITY OF ST. JOSEPH BID SHEET

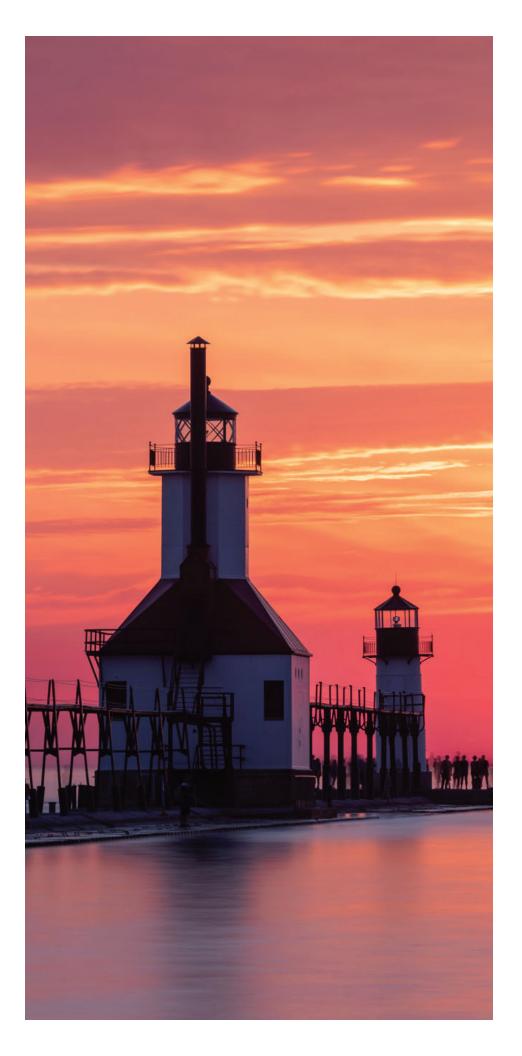
	Ext	terior Signage Fabrication				
1-3-2025 at 12:00 PM						
	St. Joseph City Hall, 700 B	road Street, St. Joseph, N	II 49085 - City Commissio	on Chambers		
		1	1	1		
	SLIL Dit	Posterna Signs	Forge			
Contractor's Name	Valley City Sign Comstock Park Mi	& Graphics	SignWorks	Finibhing Touch Signs		
	- Olyvs			Signs		
City, State	Constock Park	Grand Rapids.	Farmingdale, NJ	· Wausan, W I		
city, state	MI	M	NS	Wi		
		400 202 22	1 426 600 00	\$239,482.00		
Total Did	\$310, 155.74	\$316,090.05		4251,402.		
Total Bid						
$\bigcap A A^* A \supset$						
The above Bid Opening results were reco The above Bid Opening results were witr	orded by: <u>Abloy B</u>	whop				
	. H.	Guros				
The above Bid Opening results were witr	nessed by:	1 wee				

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Attachment: Bid Sheet (10432 : Wayfinding Fabrication and Installation)

PAGE 1 OF 1

WAYFINDING FABR EVALUAT		Val	ley City Signs		a Signs & phics	Forge Signs		Finishing To	ouch Signs		
EVALUATION CRITERIA	WT*	CR•	WR••	CR•	WR••	CR•	WR••	CR•	WR••		
Previous Experience	25%	100%	0.25	90%	0.23	100%	0.25	80%	0.20		
Understanding and Approach	15%	100%	0.15	100%	0.15	100%	0.15	100%	0.15		
Project Schedule	20%	100%	0.20	90%	0.18	90%	0.18	90%	0.18		
Strength of Team	15%	100%	0.15	100%	0.15	100%	0.15	90%	0.14		
Cost	25%	90%	0.23	80%	0.20	70%	0.18	100%	0.25		
TOTAL	100%		98%	g	1%	ç	91%	92	%		
Included Samples			Yes	,	Yes		ates that sample is upon request)	Ye	S		
Notes		 > Has worked with Corbin Design successfully previously > Significant experience with municipalities in MI > Experience working with MDOT 						> Experi	d experience with municipalites ence with DOT in ut not with MDOT		
Location		Con	nstock Park, MI	Grand F	Rapids, MI	Farmingdale, NJ		Wausau, WI			
Total Phase 1			\$152,725.00		\$172,425.45		\$162,300.00		\$78,997.00		
Total Phase 2			\$155,730.00		\$203,664.58		\$221,700.00		\$160,725.00		
Additional Expense 1		Admin Fee	\$150.00			Survey	\$3,500.00	Foundation	\$32,000.00		
Additional Expense 2		Bond	\$1,550.74		Engineering \$8,000.0		\$8,000.00	Engineering	\$4,400.00		
Additional Expense 3						Bond	\$8,500.00	Bond	\$6,000.00		
Total Fee			310155.74 reduced to \$298,500		\$376,090.03	\$435,500.00		\$435,500.00			\$282,122.00
Year 2 Escalation above	•		4%		10%		5%	% 3%			
Year 3 Escalation above	ve bid prices		8%		15%		10%		5%		



WAYFINDING SIGNAGE DESIGN INTENT DRAWINGS

August 2024

corbindesign.com | 415 S Union, Second Floor, Traverse City, MI 49684 | info@corbindesign.com | (231) 947-1236

All ideas, designs, represented by these drawings are owned by, and property of **The City of St. Joseph** and **Corbin Design** and were created, evolved and developed for use in connection with **The City of St. Joseph** and its entities. None of these ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation for any purpose without the written permission of **The City of St. Joseph** and **Corbin Design**.



Attachment: SJMI_DesignIntent_v3_ForBid(10432:Wayfinding Fabrication and Installation)

TABLE OF CONTENTS

Graphic Standards & Specifications

Color, Materials, Logo, Typography	3
Sign Type Array	÷
Back Panel Artwork	5

Sign Type Drawings & Details

I-1 Welcome Identification6
I-2 Municipal Identification7
G-1 6" Vehicular Guide8
G-2 4" 3-Line Vehicular Guide - New Post9
G-2a 4" Vehicular Guide - Existing Post10
G-3 6" Trailblazer - New Post
G-3a 6" Trailblazer - Existing Post12
G-3b 6" Trailblazer, Utility Post
G-4 4" Trailblazer, Utility Post14
G-5 4" 2-Line Vehicular Guide - New Post15
G-5a 4" 2-Line Vehicular Guide - New Post16
K-1 Pedestrian Kiosk
P-1 Pedestrian Guide
R-1 Large Parking Identification/Guide19
R-2 Parking Identification/Guide

Fabrication Specifications

Part 1 - General
Part 2 - Products
Part 3 - Execution
Part 4 - Graphics Schedule25



11.e

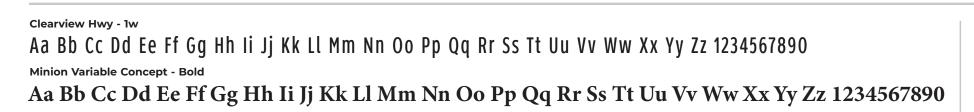
EXTERIOR SIGNAGE DESIGN INTENT DRAWINGS

COLOR PALETTE

	1 LAKE BLUE	2 DEEP BLUE	3 ROOF RED	4 PARKING BLUE	5 WHITE	6 LIGHTHOUSE STEEL
Pantone®:	2215	7546	7623	2171	White	
Matthews Paint:	MP14212	MP29447	MP16091	MP02896	MP27386	**
Oracal Series 951 Opaque Vinyl:						**
Oracal Series 8500 Translucent Vinyl:						
Oracal Series 5700 Reflective Vinyl:						-

* All paint finishes to have Matthews Paint 290228SP Super Satin Clearcoat (or equivalent) for the following benefits: 10-Year chalk resistance, Superior UV resistance, Exceptional gloss retention, Mar and abrasion resistant, Dirt-shedding

TYPOGRAPHY



Minion Variable Concept - Semibold

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz 1234567890

Breuer Text - Regular

Aa Bb Cc Dd Ee Ff Gg Hh li Jj Kk Ll Mm Nn Oo Pp Qg Rr Ss Tt Uu Vv Ww Xx Yy Zz 1234567890

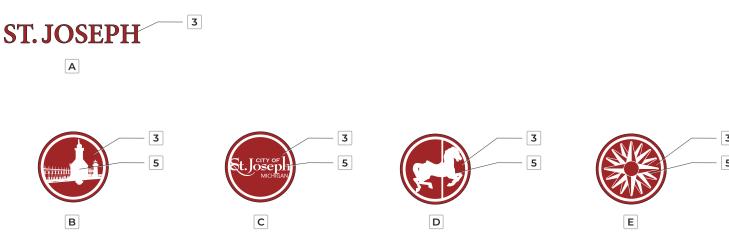
Breuer Text - Bold

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qg Rr Ss Tt Uu Vv Ww Xx Yy Zz 1234567890

The fonts used for this project were selected specifically for this project by the Designer and Owner. No substitution of any other typefaces may be made. Under no circumstances are typefaces to be electronically distorted ("squeezed" or "extended") for purposes of fitting to the specified sign or general alteration of the sign face composition unless noted in the drawings. This includes (but is not limited to) stretching, squeezing, tilting, outlining or shadowing.

ARTWORK

*It's recommended the registered trademark symbol not be used on signage because of its limited legibility and fabrication complications



Tracking: the h	norizontal spacing between a	
Tracking: -100	TRACKING	
Tracking: 0	TRACKING	
Tracking: 100	TRACKING	
Ligatures: When two or more letters are join		
Office CORRECT	- Office	

Typesetting Examples:

Visitor's

CORRECT

Apostrophe: Don't use inch mark

SYMBOLS / ICONS



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Fabricator is responsible for matchin all colors and materials as specified and are required to provide the Own color and material samples for approval.

Graphic Standards

Typography

Color, Materials, Logo,

CAUTION!

CONSISTENT AND ACCURATE COLOR REPRODUCTION IN THIS DOCUMEN CANNOT BE ASSURED DUE TO THE LIMITATIONS OF COLOR COPYING **TECHNOLOGY**

The Coated Pantone Matching System®, Akzo Nobel Paint system and Matthews Acrylic Polyurethane are used for specifying signage color matches. (In the absence of actual sign material color chip reference set actual specified product color swatches should be referenced for color matching.)

Shown here are approximations of th primary signage background colors and supporting accent colors. Actual color finishes on signage must be matte or low luster (not shiny or glossy) and exclusively a premium acrylic polyurethane. Except for the high gloss anti-graffiti coating (Sikkens LV Anti Graffiti Clear)

Signage paints produced by Matthev Paint and Akzo Nobel Paint Compan are to be the standard reference.

If vinyl films are required, 3M or Orac are to be the standard.

Color application varies per sign type Refer to specific design intent drawings for application details.

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





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Packet Pg. 101



INCORRECT

range of letters or characters.

Cap Height Leading Leading

Cap height: Height of a capital letter that is flat, such as H, I or T.

Leading: the vertical distance between two baselines of type.

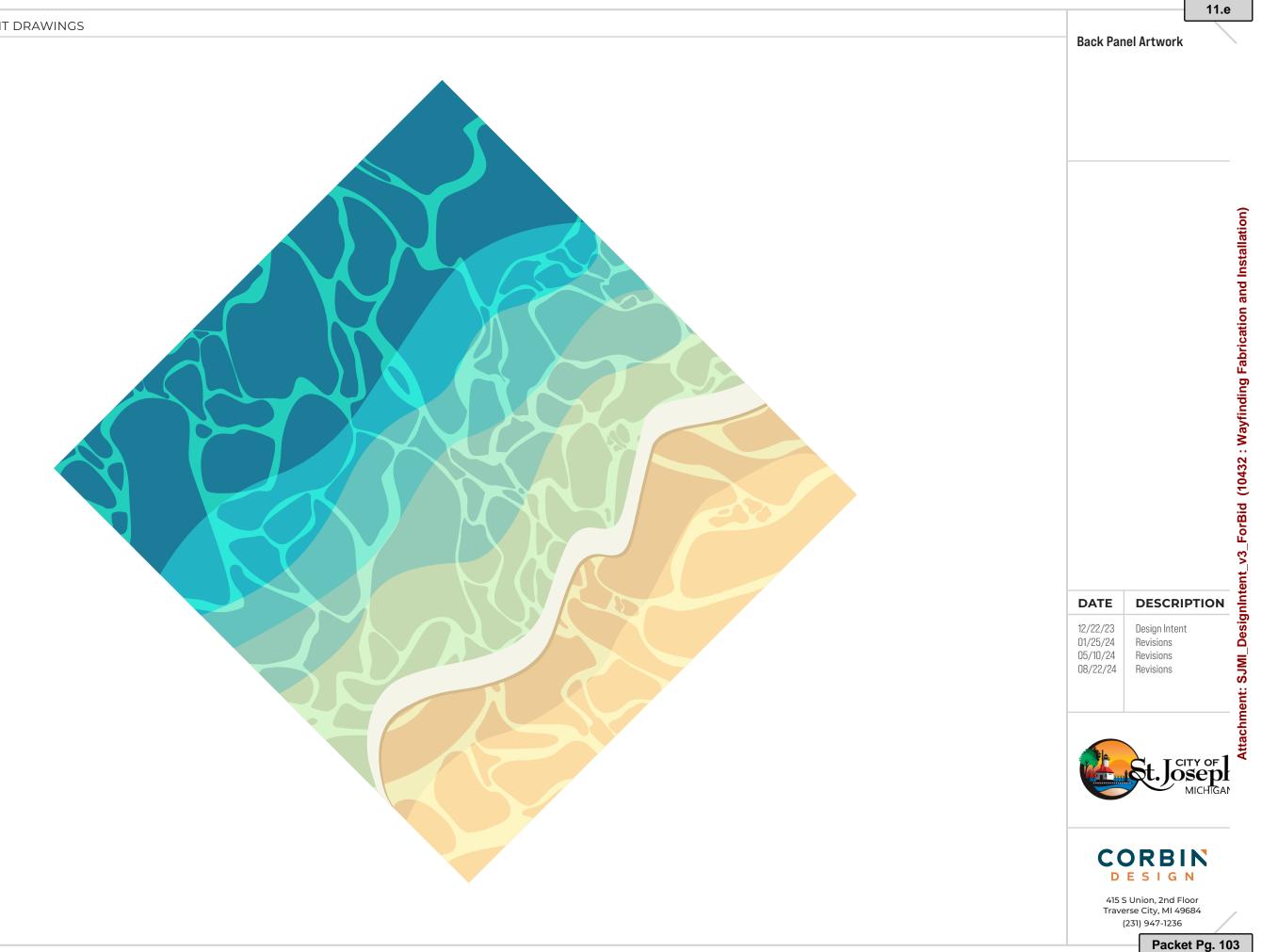
ined to form a single glyph. Turn them off.

Symbol Meaning

Appears in Sign Message Schedule

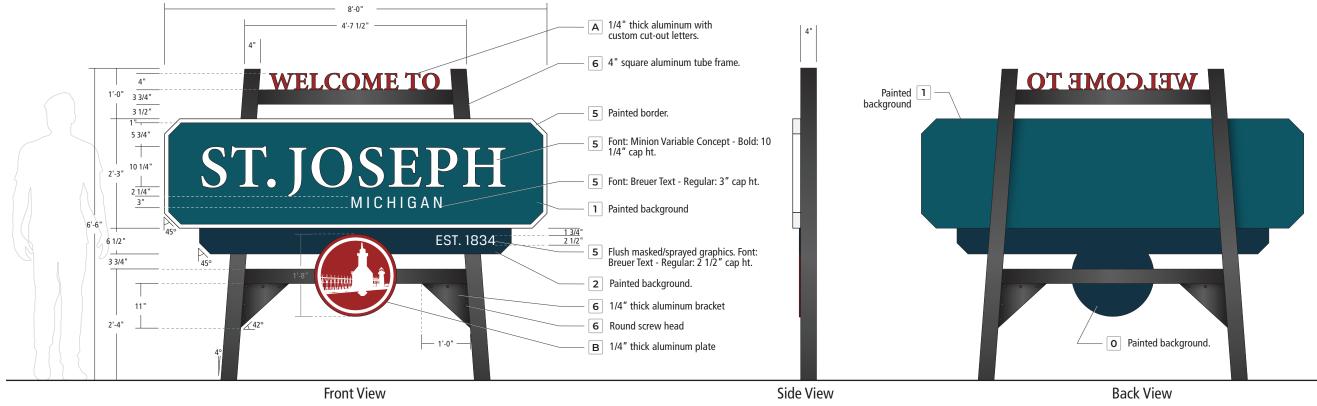


	11.6
Sign Type	≩ Array
DATE	DESCRIPTION
	Design Intent
12/22/23 01/25/24 05/10/24 08/22/24	Revisions Revisions Revisions
 01/25/24 05/10/24	Revisions Revisions Revisions
01/25/24 05/10/24 08/22/24	Revisions Revisions





Top View



11.e



COLORS



Scale: 1/2" = 1'

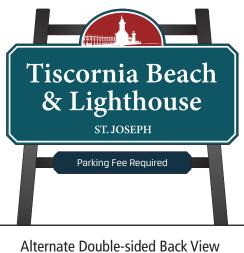
DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions

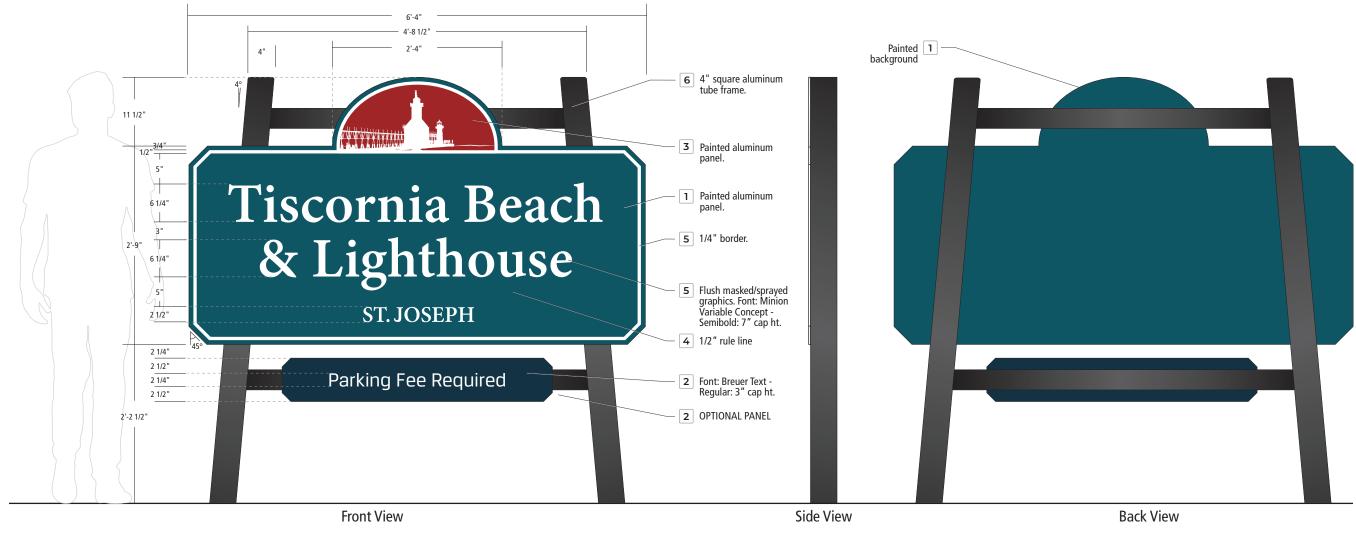




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11.e

I-2 Municipal Identification

COLORS



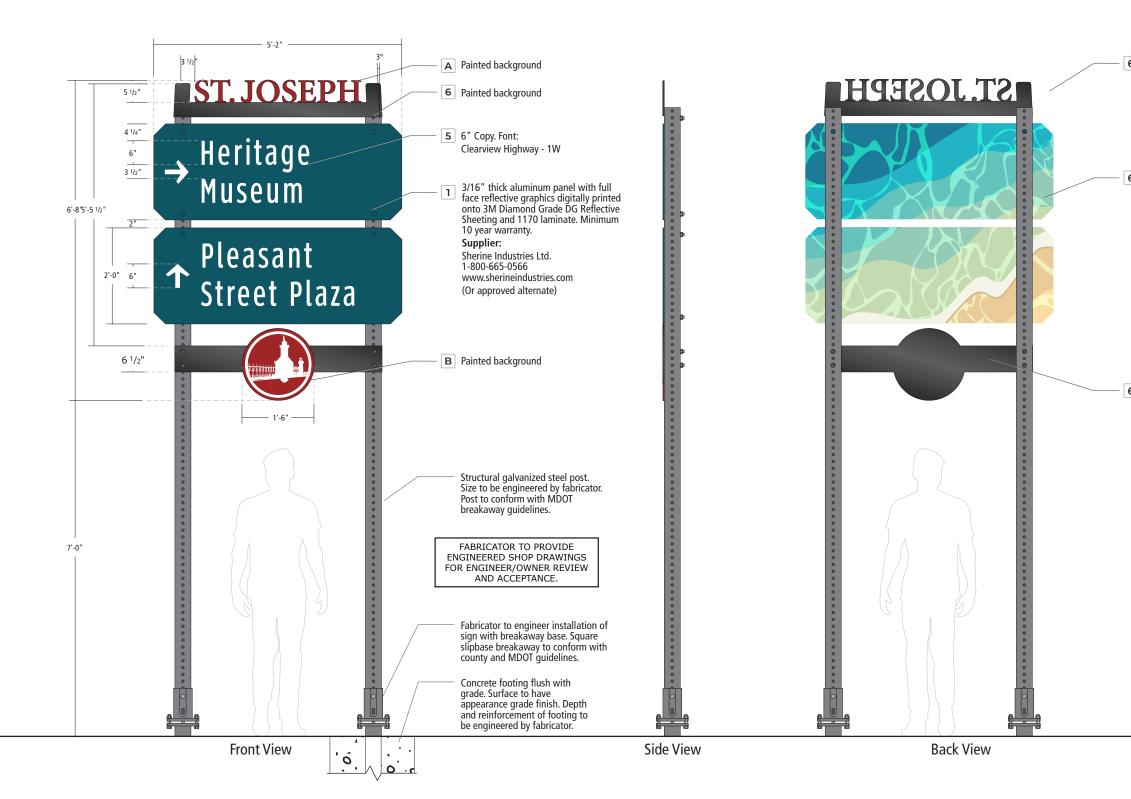
Scale: 3/4" = 1'

DATE	DESCRIPTION
12/22/23 01/25/24 05/10/24 08/22/24	Design Intent Revisions Revisions Revisions





415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236



11.e



COLORS



6 Painted background

Digitally printed graphics. See Panel Artwork page for art layout.

6 Painted background

6 Painted background

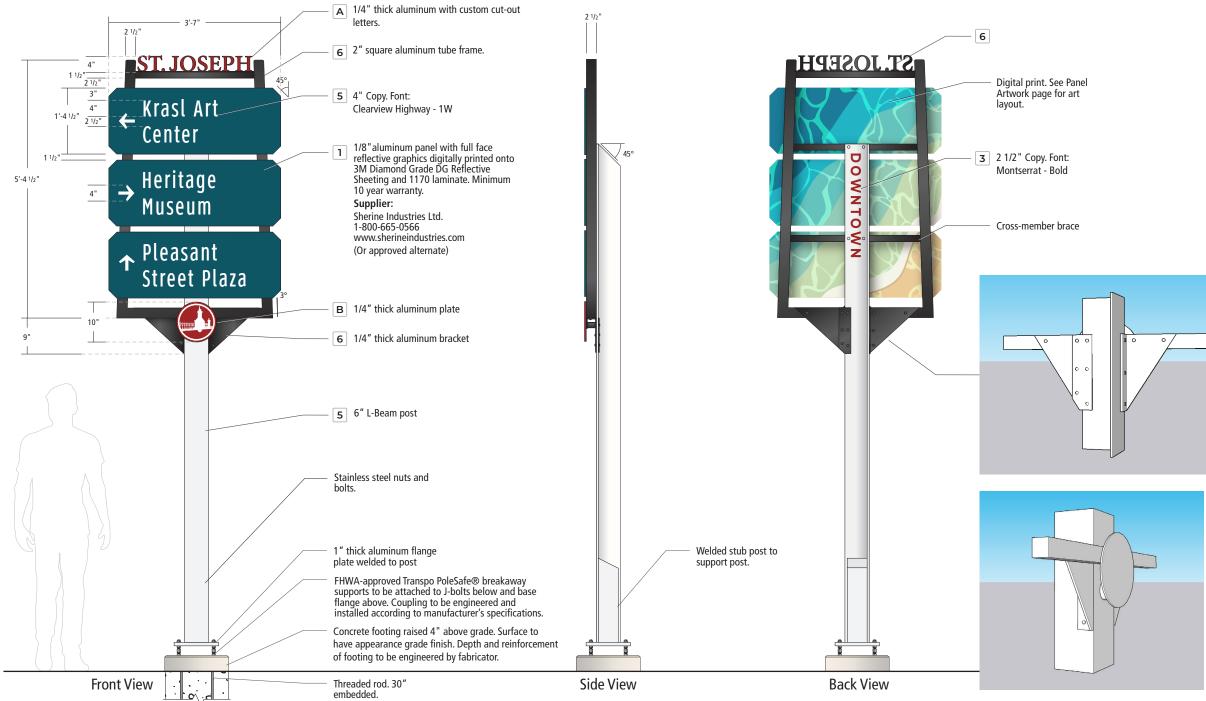
Scale: 1/2" = 1'

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236



G-2 4" 3-Line Vehicular Guide -New Post

COLORS



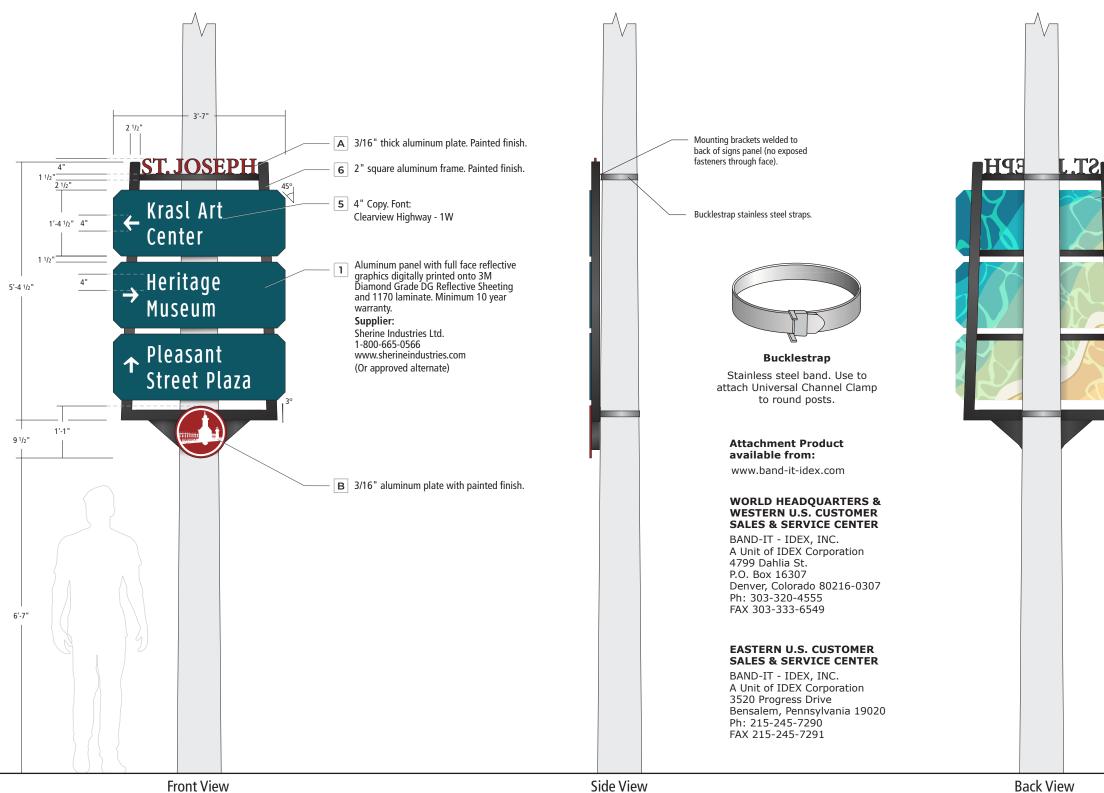
Scale: 1/2" = 1'

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





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Front View

Back View

G-2a 4" Vehicular Guide - Existing Post

COLORS



Digital Print. See Panel Artwork page for art layout.

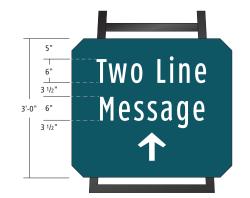
Scale: 1/2" = 1'

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions

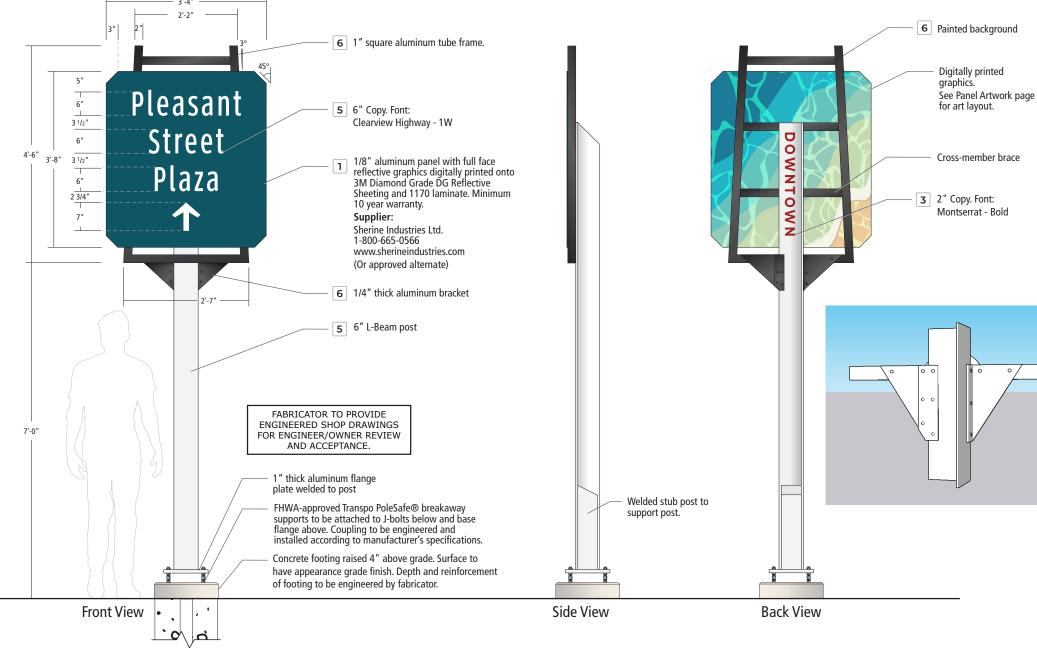




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Two-line Message Layout





Scale: 1/2" = 1'

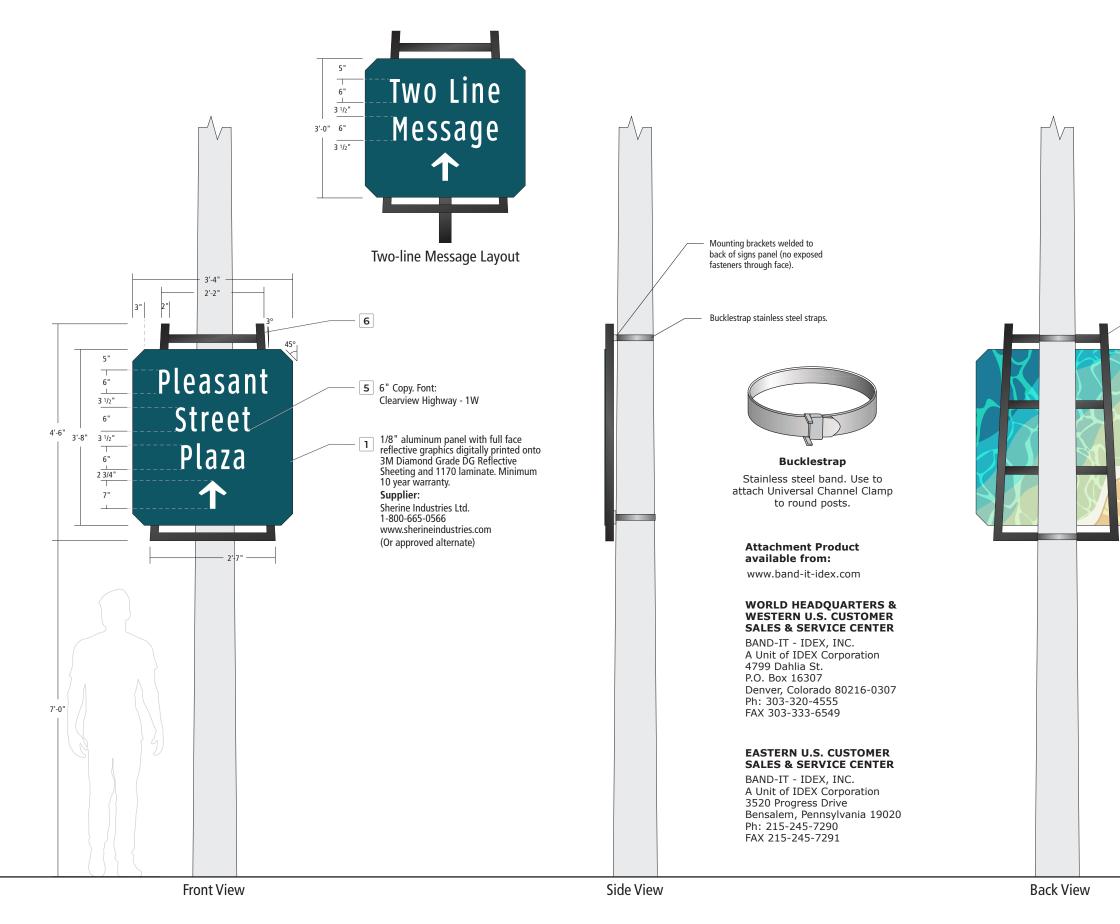
DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236











6 Painted background

Digitally printed graphics. See Panel Artwork page for art layout.

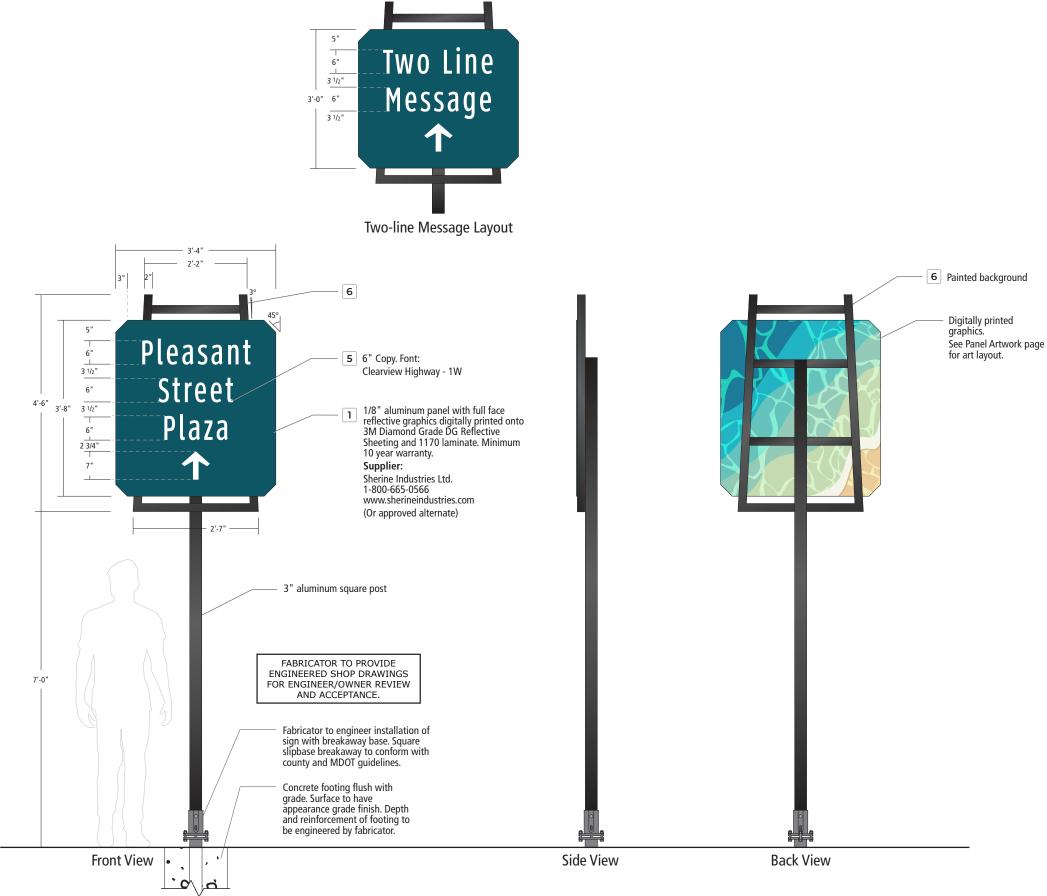
Scale: 1/2" = 1'

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236





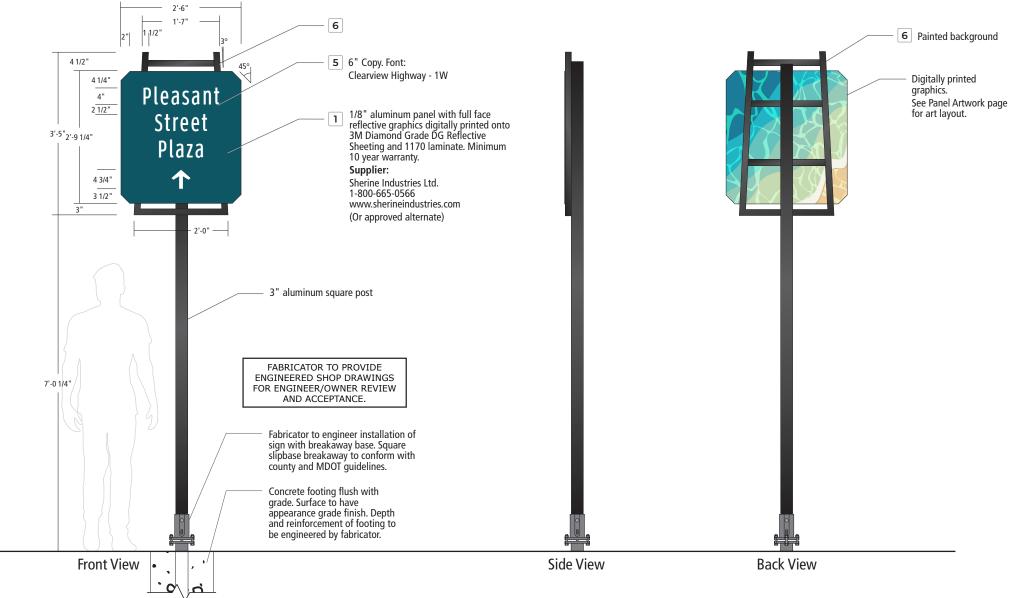
Scale: 1/2" = 1'

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236





Scale: 1/2" = 1'

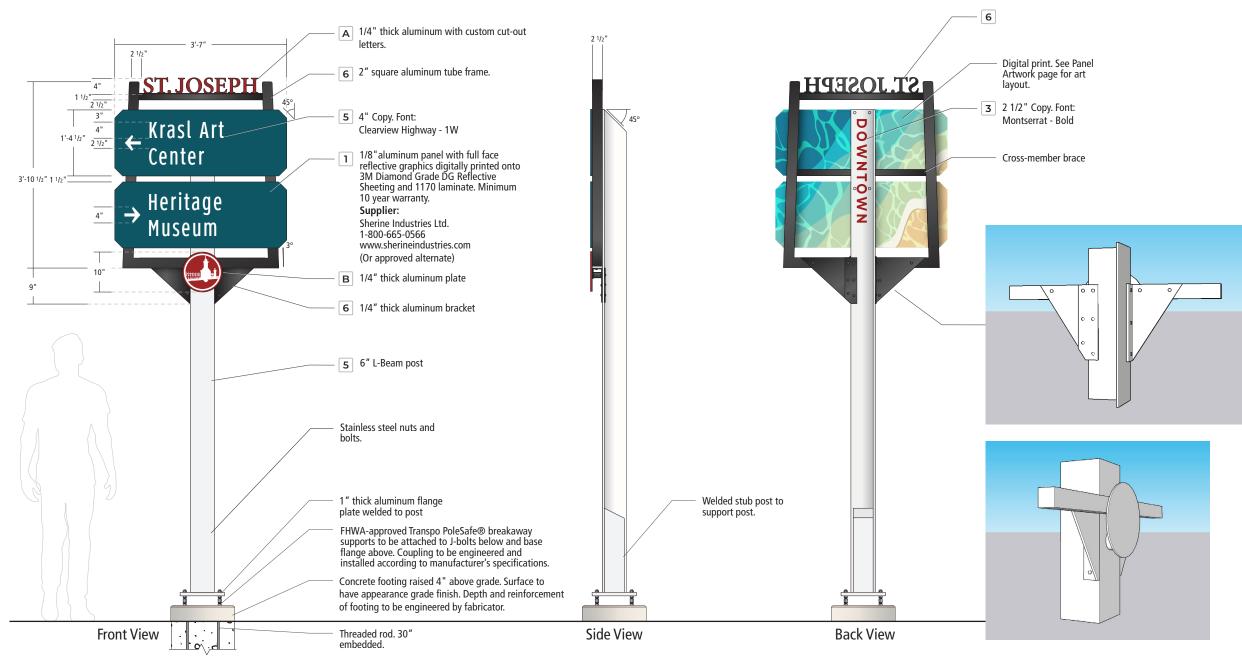
DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236

EXTERIOR SIGNAGE DESIGN INTENT DRAWINGS



G-5 4" 2-Line Vehicular Guide -New Post

COLORS





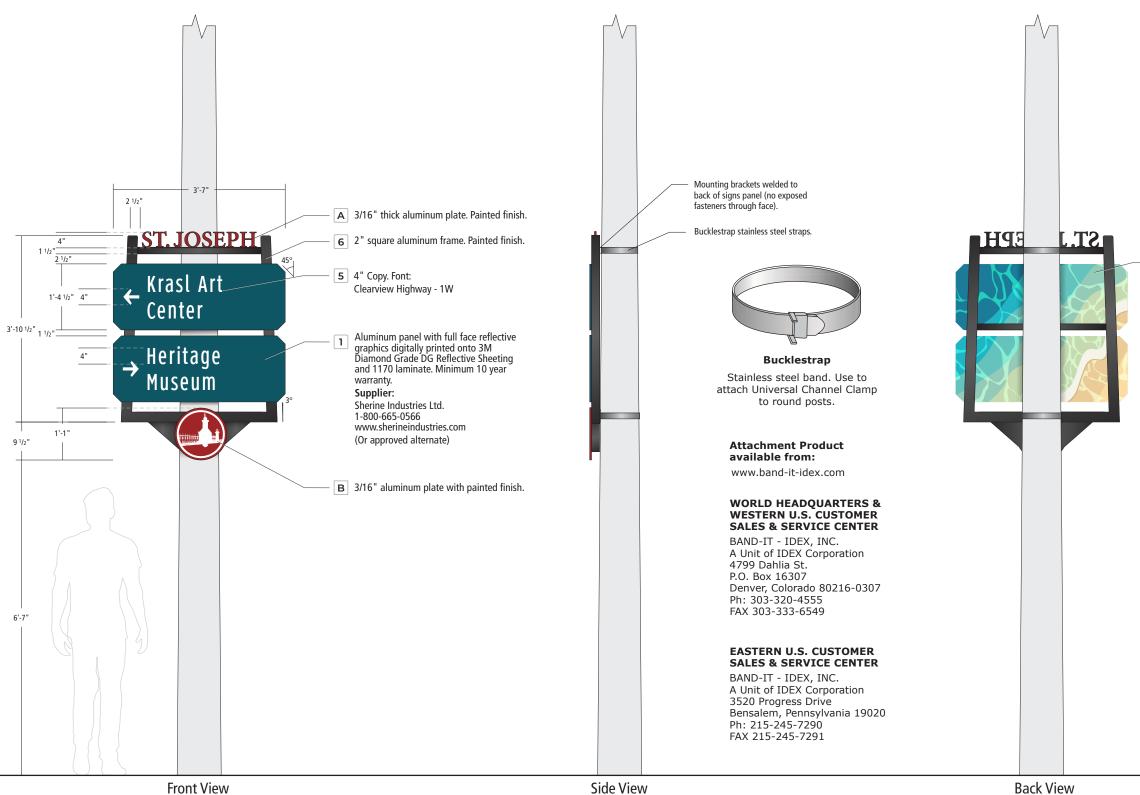
Scale: 1/2" = 1'

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236



Back View

G-5a 4" 2-Line Vehicular Guide -New Post

COLORS



Digital Print. See Panel Artwork page for art layout.

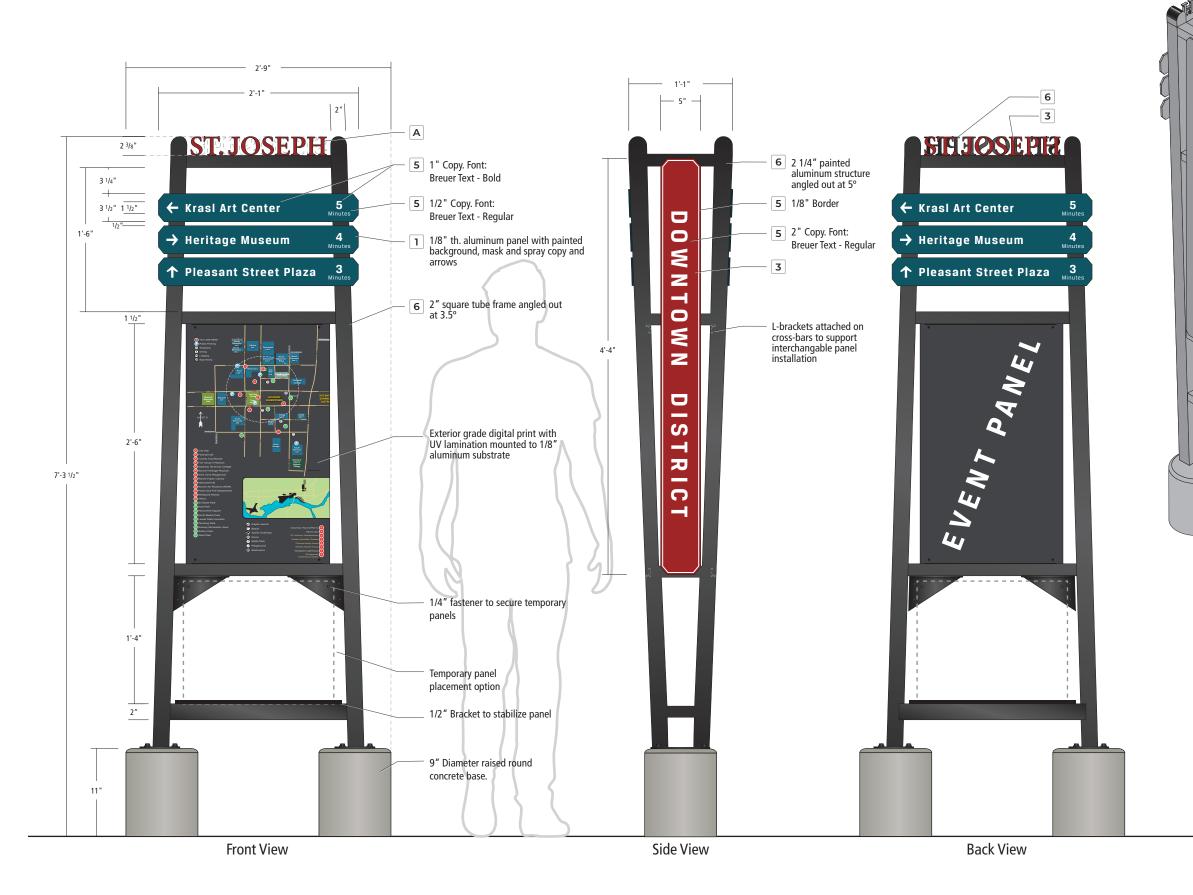
Scale: 1/2" = 1'

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions

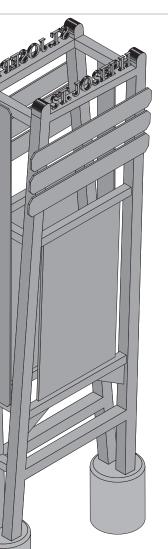




415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236







K-1 Pedestrian Kiosk

COLORS



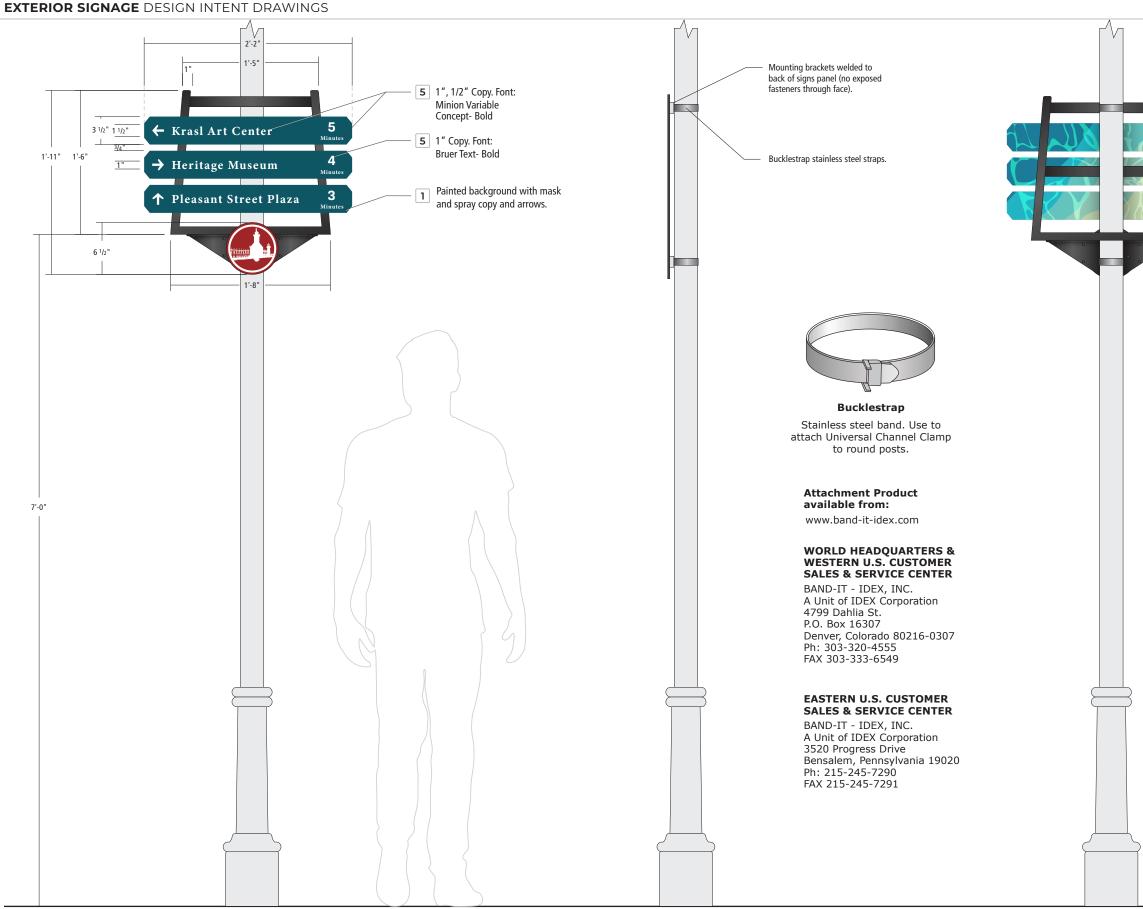
Scale: 1" = 1'

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236



Front View

Side View

Back View

11.e



See Panel Artwork page for art layout.

P-1 Pedestrian Guide

COLORS



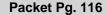
Scale: 1" = 1'

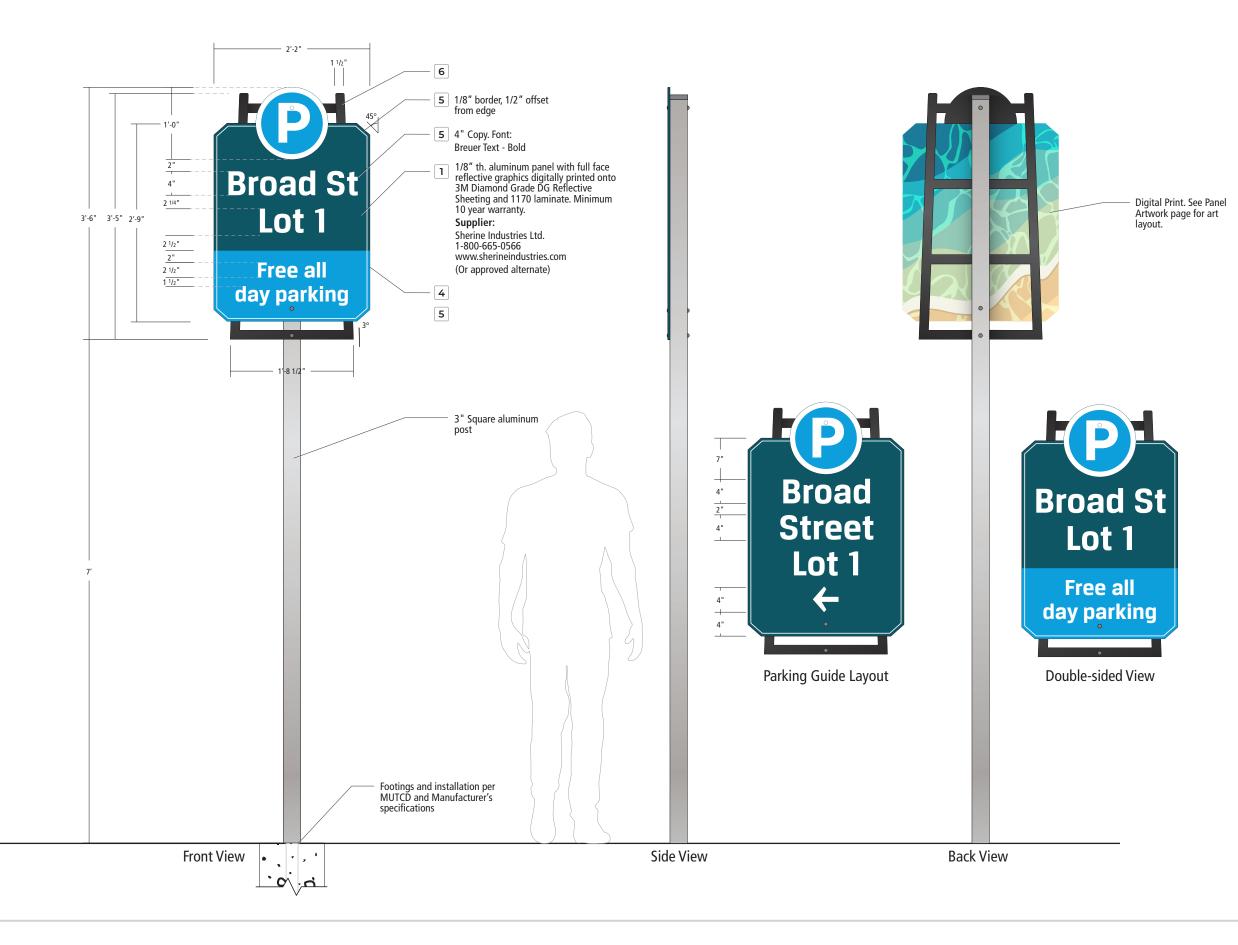
DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





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R-1 Large Parking Identification/Guide

COLORS



Attachment: SJMI_DesignIntent_v3_ForBid(10432 : Wayfinding Fabrication and Installation)

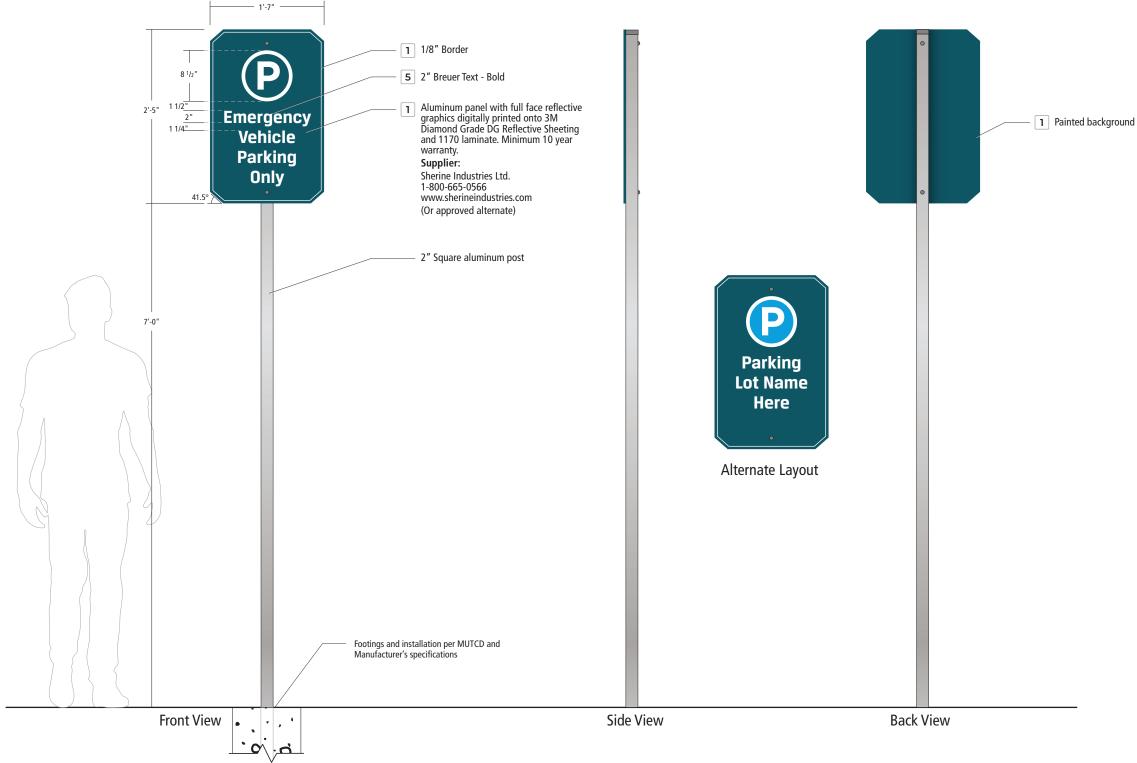
Scale: 3/4" = 1'	
DATE	DESCRIPTION
12/22/23 01/25/24 05/10/24 08/22/24	Design Intent Revisions Revisions Revisions





415 S Union, 2nd Floor Traverse City, MI 49684 (231) 947-1236







Scale: 3/4" = 1'

DATE	DESCRIPTION
12/22/23	Design Intent
01/25/24	Revisions
05/10/24	Revisions
08/22/24	Revisions





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SECTION 10 14 00 – Signage Fabrication Specifications

PART1-GENERAL

1.1 SUMMARY

A. This section includes specifications related to fabrication and installation of exterior project signage.

B. Project Documents:

The materials, products, equipment, and performance specifications within these documents describe the standard of required function, dimension, appearance, performance, and quality to be met by the Fabricator.

- 1. Design Intent Drawings contain sign type details. Drawings provided to the Fabricator in PDF format (outlined Adobe Illustrator files available upon request).
 - Design Intent Drawings and specifications are meant for DESIGN INTENT only and are not construction drawings.
 - b. Designers are not licensed Engineers or Architects. The responsibility of interpreting the Design Intent Drawings to engineer and produce structurally sound and safe product(s) is the responsibility of the Fabricator.
- Sign Location Plans are general in nature and not to scale. They reflect locations deemed desirable for the effectiveness of the overall wayfinding plan. Sign location plans are provided to the Fabricator in PDF format.
- 3. The Sign Message Schedule includes sign type, exact messaging, layout details, and provides additional installation or graphic layout information specific to each sign location. Sign message schedules are prepared in FileMaker. Fabricator will be provided information in PDF format sorted by sign number. A link to an Excel file export of the data is available by request.

C. Fabricator's Responsibilities:

- 1. Engineer, fabricate, and install all signage and graphics per the Project Documents.
- Be knowledgeable of relevant federal, state, and local code requirements and be responsible for ensuring that all signs meet current local, state, and federal codes, especially, but not limited to ADA, Building Codes, and Fire/Life Safety codes.
- 3. Perform complete structural design and engineering of the signs, foundations, and mounting as required for approvals and permits and to protect the Owner. Incorporate all the safety features necessary to adequately support the sign for its intended use and purpose.
 - a. All signs shall meet local, state, and federal codes.
 - Engineered shop drawings for project signage shall be reviewed, stamped, and signed by a Michiganregistered engineer.
 - c. Shop drawings are to be provided for all exterior sign elements.
- Engineer all signs, banners, and mounting devices, unless otherwise indicated, to withstand the required wind load (normal to the sign, in addition to the weight of the sign)

as specified by ASCE, American Society of Civil Engineers, or greater as per local, state, or federal code.

- 5. Provide all Submittals outlined in theses specifications in a timely fashion and according to the agreed upon schedule.
- Develop graphic layouts of all sign faces using the Design Intent Drawings and messaging from the supplied Sign Message Schedule.
- 7. Verify signs listed in the Sign Message Schedule match those on the Sign Location Plans.
- 8. Visit the site prior to starting fabrication to observe existing conditions, verify mounting conditions and space availability, take field measurements, and verify all signage locations with Owner's Representative.
- Notify the Designer and Owner's Representative immediately if any discrepancies exist within Project Documentation or field conditions, before manufacturing the signage.
- 10. Secure any and all necessary permits for signage installation.
- 11. Work with the Owner's Representative to secure any necessary variances.
- 12. Work with the Owner's Representative to coordinate with the facilities department, general contractor, and other trades performing work on site.
- Maintain all project related files such that the Owner may reorder additional signs for a minimum of 10 years after the completion of the work.
- 14. Be responsible for subcontracted work. If subcontractors are retained to perform any portion of the work, the Fabricator is responsible for that work as if they had performed it themselves.

1.2 WARRANTY

- A. Extend in writing all manufacturers' warranties.
- B. Obtain a minimum five (5) year extended warranty on all paint and powder coat applications.
- C. Obtain a minimum five (5) year warranty on all applied vinyl applications. Vinyl shall not fade excessively, discolor, delaminate, crack, curl, peel, blister, or lose reflectivity.
- D. Provide a written full replacement warranty for five (5) years starting from the completion of installation that all signs will be free of defects due to craft work and materials including, but not limited to:
 - 1. Bubbling, chalking, rusting or other disintegration of the sign panel, graphics or of the edges.
 - 2. Corrosion appearing beneath paint surfaces of panels, brackets, posts, or other support assemblies (except as an obvious result of vandalism or other external damage).
 - 3. Corrosion of fasteners.
 - Fading, chalking and discoloration of the colors and finishes within the vinyl and paint manufacturer's stated warranty period.

- 5. Peeling, delamination, bowing, or warping ("oil canning").
- 6. Repair and re-installation of signage due to failed mountings.
- 7. The assemblies not remaining true and plumb on their supports.
- E. Repair or replace, including installation, any defective signs or hardware, which develop during the warranty period and repair any damage to other work due to such imperfections at no charge to the Owner and to the Owner's satisfaction.
- F. The Fabricator will be required to fully replace all signs that are in error relative to the working documents (sign message schedule and sign type drawings) that were submitted to the Fabricator upon award of contract.

1.3 RIGHTS AND GUARANTEE

A. Design Rights: Fabricator is hereby granted limited right to the designs as shown and specified herein for the sole purpose of completing contractual obligations to fabricate and install project signage. Fabricator may not manufacture, reproduce, exhibit, or modify these designs for any other purpose without prior written consent from BOTH the Owner/Owner's Representative and Corbin Design.

1.4 SUBMITTALS

A. Pre-Fabrication Submittals:

Submit the following to the Owner's Representatives and Designer for review and approval prior to commencing with signage fabrication.

- 1. Project Schedule of Work:
 - Provide a detailed fabrication and installation schedule.
 - a. Include all pertinent dates and milestones such as submittal delivery dates, required approval dates, fabrication dates, and installation dates.
 - b. Include all lead times for materials and third-party supplied items.
 - c. Allow a minimum of 15 business days for Owner Representative and Designer's review of Pre-Fabrication Submittals with one round of revisions built in, unless otherwise noted within the bid schedule.
 - d. Include submittal delivery dates of Shop Drawings, Samples, Graphic Layouts, etc.
- 2. Shop Drawings:
 - Detailed engineered shop drawings for each sign type are to be submitted as electronic PDF, no larger than 11"x 17". Final Shop Drawings are to be stamped by an Engineer licensed in the State of Michigan to ensure structural integrity and safety. The shop drawings for each sign type shall illustrate/ describe the following:
 - Elevations and cross sections front, sides, top and back; side sections; internal structure section/ details; enlarged details such as of extrusions, push-

through letter mounting, mounting plate, etc.; with all final dimensions and callouts for:

- Components construction details/information related to individual elements.
- 2) Finishes color, type of product, manufacturer, and sheen.
- 3) Fonts, graphics specifications, and message fields.
- 4) Materials color, type, gauge, and thickness (including substrates and overlays).
- b. Exploded view, unless otherwise indicated isometric view with components, materials, and finishes.
- Cross-section of corners one illustration for each corner condition. Items to be illustrated: seams, joints, layers, internal support, and fasteners.
- Mounting/installation details provide foundation crosssections (including hardware), bracket/post details, elevations, materials, finishes, and fasteners.
- e. Electrical details are to be provided for all elements that require electricity. Specific items to be listed are:
 - 1) Light source and/or fixture type and manufacturer
 - 2) Power supply (transformer)
 - 3) Amperage and voltage per sign
 - 4) Electrical service required (source)
 - 5) Electric Eye and Timer information
 - 6) Location of disconnect switch
- Lighting detail provide an internal view of light fixtures, LED layout, transformers, external cut-off switch, light sensor, and timer.
- g. Foundation details provide detailed foundation details including all concrete and reinforcement specifications.
- h. Engineering for wind load.
- i. Removable panels (where applicable).
- Identify any dimensional or other changes in the overall sign required by virtue of the fabrication materials, techniques, and/or engineering.

3. Samples:

Submit three (3) 5" x 5" samples of each material listed in the Design Intent material specifications using actual substrate materials for review and approval. One will be returned, one kept by the Owner's Representative, and one kept in the Designer's records.

- a. Label the back of every sample with the project name, sample designation, and fabricator name.
- The Owner's Representative and Designer reserve the right to reject any sample and require additional samples as necessary to obtain final approval.
- c. Submit three 12"x12" to-scale sample segments of the final insert artwork for exterior pedestrian maps.

4. Graphic Layouts:

Provide a proofing document of final production graphic layouts for every sign face to verify fonts, line breaks, character and word spacing, interline spacing, and adherence to Design Intent Drawing layouts and Sign Message Schedule information.

- a. The proofs are to be scaled production art files, not full sized.
- b. Layouts are to be organized by sign type and by sign number within each sign type group.
- c. Each layout is to be identified with the corresponding sign number.
- d. Submittals that do not follow these organization requirements may be rejected without review until corrected.

B. During Fabrication Submittals:

- Fabricator is required to maintain the Project Schedule detailing fabrication and installation timelines, submitting weekly updates as changes occur.
- 2. Upon request, Fabricator is to submit photo documentation of signage at various stages of fabrication and installation. Review of these photos does not rule out rejection of the sign during the punch list if they do not meet fabrication requirements.

C. Post-Fabrication Submittals:

Upon completion of the initial installation, the following are to be submitted to the Owner's Representative.

- Maintenance instructions and manuals for all sign components (lighting, paint, etc.), along with final amended shop drawings, as-installed sign location plans and approved graphic layout documents.
- 2. Instructions for maintenance and waxing of painted, powder coated, and fiberglass elements.
- 3. Templates for all insert-based signs, utilizing standard software for the Owner's use in printing replacement inserts.
- 4. One (1) pint of each finish paint color for touch-up purposes.
- 5. Labeled, spare keys to master keyed locks on directory or kiosk signage.
- 6. Warranty documentation, as outlined above.

1.5 QUALITY ASSURANCE

- A. The materials, products, equipment, and performance specifications described within, establish a high-quality standard of required function, dimension, appearance, performance, and quality to be met by the Fabricator.
- B. Materials used for this project shall be new materials, not reconditioned.
- C. Fabricator shall only use workforce skilled and experienced with the products, fabrication methods, and installation requirements outlined for this project.
- D. Fabrication and installation are to withstand severe abuse and souvenir theft vandalism, but not less than the equivalent of

resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force. It is the fabricator's responsibility to suggest alternate fabrication or installation methods, should they be deemed necessary to hinder theft or vandalism.

- E. Regulatory Requirements: Signage shall meet or exceed requirements of all current applicable local, state, and federal codes, including but not limited to:
 - 1. MUTCD standards manual, (current edition);
 - 2. 2010 Americans with Disabilities Act Standards for Accessible Design, including local modifications and amendments; and
 - 3. All local, state, and federal building and fire codes as required by the Authority Having Jurisdiction (AHJ).

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Approved manufacturers include:
 - 1. Acrylic Polyurethane Paint: Matthews Paint Company or Akzo Nobel
 - 2. Acrylic Sheets: Rohm and Hass Co, Acrylite or equivalent
 - 3. Adhesive Silicone: Dow Corning or equivalent
 - Adhesive Tape: Polyfoam or "Isotac" by 3M or equivalent
 - 5. Banner Hanging System: Banner Saver
 - 6. Channel letter system: Let-R-Edge or equivalent
 - 7. Electronic Message Centers: Daktronics, Watchfire, Vantage LED or equivalent
 - 8. Exterior Extrusions: SignComp, Charleston Manufacturing, LLC, Signal-Tech, or equivalent
 - 9. Exterior Perforated Vinyl: 3M
 - 10. Exterior Tactile signs: Gravoply or equivalent
 - 11. Exterior Vinyl: 3M or Oracal
 - 12. Fiberglass Embedded Panel: Pannier Graphics
 - 13. High Pressure Laminate: Folia, i-Zone, Trespa
 - 14. LED lighting system: General Electric, Principal LED, Philips, US LED or equivalent
 - 15. Panaflex: 3M or equivalent
 - 16. Powder Coating: PPG Duranar or Akzo Nobel Interpon
 - Proprietary sign frame systems: 2/90 Sign Systems, APCO Signs, Appenx, ASI Sign Systems Inc., Modulex, Takeform, Vista System
 - Reflective Digital Print: Sherine Industries or other equivalent 3M certified digital printer
 - 19. Stainless Steel Strapping System: Band-It or equivalent

2.2 MATERIALS

- A. Acrylic sheet: varying colors and thicknesses as noted on Design Intent Drawings. Translucent bright white cast acrylic (7328) is recommended for push-through copy and graphics. Translucent dull white cast acrylic (2447) may be used in instances where a bright white appearance is not desired. Opaque bright white cast acrylic (7508) is recommended for non-illuminated copy and graphics.
- B. Adhesive vinyl: opaque color, reflective color, translucent color, and transparent color.
- C. Aluminum: suitable for ornamental work. Finish to be smooth and free of imperfections. Alloy based upon structural requirements of the signage design. Aluminum panels to be .125" minimum thickness unless otherwise specified.
- D. Day/Night acrylic: Acrylite Day/Night, Casacryl or equivalent as noted within the Design Intent Drawings.

11.e

E. Day/Night perforated vinyl: 3M Dual-Color Film (Series 3635); screen printed, or inkjet printed with solvent inks complying with 3M printing specifications. It is recommended to use this vinyl on the first surface of clear acrylic with a white diffuser vinyl on the reverse side.

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- F. Electric Eye **and/or** Timer as indicated by the Owner's Representative.
- G. Exterior grade paint: acrylic polyurethane paint in solid and metallic colors with primer **and** Super Satin Clearcoat finish.
- H. Fiberglass panels with embedded artwork are to be fabricated using 1/8" thick fiberglass panel with permanently embedded digital graphics. The panel must be a solid, one-piece panel with all graphic elements inseparable from the fiberglass in which they are embedded.
- Fonts/Typefaces: Fonts used within the Designer's programs were purchased by and are licensed to the Designer. It is the responsibility of the fabricator to purchase the specified licensed fonts for use within this program. See the Design Intent typography page for the specific fonts.
- J. High pressure laminate: Digital graphic surface papers encapsulated with melamine resins are pressed over a portion of recycled post-consumer kraft paper core sheets impregnated with phenolic resin. These sheets are bonded under pressures greater than 1200 pounds per square inch and at temperatures approaching 300°F (149°C). The 0.040" backs are sanded to facilitate bonding to other substrates.
- K. Illumination: per Design Intent Drawings, as LED or high-output fluorescent lamps with 800 MA, exterior UL rated electronic ballasts per specifications. Specifications for T-8 lamps are specific to the 60,000 hour T-8 lamp.
- L. Matthew's Paint reflective white paint or 3M Matte White Light Enhancement Film.
- Miscellaneous mounting hardware: including but not limited to stainless or corrosion resistant screws, bolts, and hinges, adhesives, and stainless-steel cable.
- N. Perforated aluminum plate: varying hole patterns as specified in Design Intent Drawings.
- O. Printed graphics shall all be printed at a minimum of 1200 DPI using exterior grade UV inks.
- P. Structural Steel: galvanized rolled steel or equal as required to meet structural requirements.

2.3 SUBSTITUTIONS:

- A. Use of an "equivalent" product manufacture must be clearly identified in the fabricator's quote and shop drawings.
- B. No substitution will be considered unless the Owner's Representative and Designer have received written request for approval.

EXTERIOR SIGNAGE DESIGN INTENT DRAWINGS

- C. Equal or better equipment or method may be recommended, but fabricator will be required to provide full documentation, upon request, establishing such a substitution's equality or superiority as measured in compliance with the visual design intent, cost, ease of maintenance, and performance.
- D. The Owner's Representative and Designer's decision of approval or disapproval of a proposed substitution shall be final.

2.4 FABRICATION

- A. Details on Design Intent Drawings indicate a design approach for sign structure but do not include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting, and service at the installed locations.
- B. General:
 - It is intended that the workmanship be of the highest quality obtainable by the respective trades and crafts experienced in the fabrication of architectural signs.
 - Fabricate signage such that major components of the sign can be removed and replaced with similar components. Incorporate this changeability such that it does not promote vandalism but can be done by a qualified maintenance crew.
 - 3. Within fabrication tolerances, allow for expansion and contraction of materials due to temperature changes as appropriate to the project location.
- C. Fonts/Typefaces:
 - 1. All tactile and braille characters must meet current ADA code requirements.
 - 2. Letter height/cap height is based upon the height of the capital letter "E" or any capital character that has a flat top and base.
 - Under no circumstances are typefaces to be electronically distorted ("squeezed" or "extended") for purposes of fitting to the specified sign. This includes (but is not limited to) stretching, squeezing, tilting, outlining, or shadowing.
 - 4. Ligatures are to be turned off.
 - Apostrophes and quotation marks are to be used, not footmarks and inches. Note there is a difference in most fonts.
 - 6. Fabricator to reference spacing and layout examples within the Design Intent Drawing package.
 - 7. Fabricator is responsible for correcting any typesetting errors that may be necessary.
- D. Sign Faces:
 - Sign faces to be fabricated using aluminum of varying thicknesses, as specified on Design Intent Drawings, with a minimum thickness of .125" unless otherwise noted.
 - 2. Any sign faces smaller than 8' by 20' are to be fabricated from 1 piece of seamless material.
 - Any sign faces larger than 8' by 20' are to follow Welded Joint specifications. Joints must be filled and ground smooth so there is no visible seam.

- Non-illuminated sign faces are to have lettering and graphics created as surface-applied vinyl typography unless otherwise noted in the Design Intent Drawings.
- 5. Acrylic faces are to be of sufficient thickness to preclude bowing or distortion within frames.
- E. Push-through copy:
 - Routed push-through copy from a single sheet of acrylic. Letters and shapes that are routed out and bonded to a separate acrylic sheet are not acceptable.
 - 2. Exposed acrylic edges are to be finished such that no saw marks are visible.
 - 3. Acrylic to have a minimum thickness of 3/8".
 - 4. Acrylic to be pushed through flush evenly to 3/32" unless otherwise noted on design drawing.
 - 5. Acrylic is to be attached to the interior of the sign using mechanical fasteners and silicon.
 - 6. All letter knock-outs (interior of letter forms) are to be stud mounted through the acrylic.
 - 7. Acceptable spacing between the push-through acrylic and the cutout aluminum is 1/32" for copy 12" or smaller. Copy larger than 12" may have alternate spacing to allow for the change in material expansion.
 - The edges and corners of routed letterforms shall be sharp and true. Letterforms with nicked, cut, ragged, rounded (positive or negative) corners, and similar disfigurements will not be acceptable.
- F. Fasteners:
 - Conceal all fasteners except for access panels or where approved otherwise by Owner's Representative and Designer. Access panel fasteners are to be stainless steel, tamper resistant, counter-sunk flush screws, painted to match adjacent finish.
 - 2. All hardware and fasteners within reach shall be vandal resistant.
 - 3. To prevent electrolysis, separate all ferrous and non-ferrous materials with a non-conductive gasket or barrier and utilize stainless steel fasteners as required.
 - 4. Pop rivets are not acceptable on the exterior of the sign cabinet.
- G. Welded joints:
 - 1. Exposed welded joints must be filled and ground smooth so there is no seam visible when painted.
 - Dimensional and structural welding defects will not be accepted, including but not limited to: poor weld contours, including excessive bead convexity and reinforcement, and considerable concavity or undersized welds; cracks; undercutting; porosity; incomplete fusion; inadequate penetration; spatter; and non-metallic inclusions.
 - Welding is to be performed by AWS (or similar) certified personnel, following AWS Standard Welding Procedure Specifications (SWPSs) for steel, aluminum, and stainless steel as appropriate.

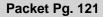
- H. Non-welded joints:
 - 1. Signs must have a tight, hairline-type appearance, without gaps. Provide sufficient fastenings to preclude looseness, racking, or similar movement.
 - 2. Visible metal joints must adhere to a fit tolerance of .01".
- I. Channel letters:
 - 1. Raceways are not acceptable unless specifically noted on the Design Intent Drawing or if approved by the Owner.
 - a. Approved raceways must be painted the same color as the wall on which the raceway will be mounted.
 - 2. Acrylic must fit snuggly into the letter return.
 - 3. Returns on Channel letters two feet or greater in height shall be fabricated with a minimum of .080" thick aluminum.
 - 4. Returns on Channel letters under two feet in height shall be a minimum of .063" aluminum.
 - 5. Jewel trim is not acceptable, unless specifically called out in the Design Intent Drawings.
 - 6. Non-illuminated Channel Letters:
 - a. Non-illuminated faces must be a minimum of .125" thick aluminum.
 - 7. Illuminated Channel Letters:
 - Face-lit channel letter backers must be a minimum of .080" thick aluminum or greater as required by engineering.
 - b. Face-lit channel letters mounted on the first or second story of a building shall be trimless.
 - c. Face-lit channel letters installed on the third floor or higher of a building may use a low-profile trim cap.
 - 8. Low profile Illuminated Channel Letters:
 - a. Letters fabricated out of white translucent acrylic (usually 30 to 40mm thick) with a routed cavity in the back of each letter for LED's illumination to be installed. These letters typically have an aluminum backer.
 - Letters may be face, side, or back-lit or any combination of the three based upon the Design Intent Drawings.
 - c. Letters must be evenly illuminated throughout the acrylic without hotspots or shadows.

J. Drain holes:

- 1. Provide drain holes as needed to prevent accumulation of water within signs.
- 2. Holes must be inconspicuous and located such that drainage does not occur onto signs, bases, or other surfaces subject to staining.
- Provide internal system of baffles to prevent "light leaks" through drain holes of illuminated signs.
- 4. Use color-coordinated stainless steel bug mesh screen over drain holes or vents.
- K. Painting:
 - 1. Sign panels shall be appropriately pre-drilled/pre-cut before priming and painting or coating.

- 2. Metal surfaces are to be painted per the most recent Matthews Paint or Akzo Nobel product bulletins.
- Paint preparation of all metal surfaces of the sign to include removal of all scratches and imperfections, sanding and chemical etching.
- Substrate cleaning, preparation, paint application and paint thickness to be in strict compliance with Matthews Paint or Akzo Nobel published recommendations and product bulletins.
- 5. Aluminum and Steel surfaces to be properly covered with a primer.
- 6. Acceleration of the drying process and use of accelerants are not allowed.
- 7. All paint and powder coat finishes to be a satin finish unless otherwise noted in the Design Intent Drawings.
- 8. All painted surfaces to have a clearcoat finish to add UV protection and protection from the elements.
- Finished work shall be uniform, crisp, accurate, visibly free from flow lines, streaks, bleeding, blisters, cracking, peeling or other imperfections, without over spray, or rounded corners.
- Mask & Spray: All masking shall be executed with a digitally cut vinyl mask which has an adhesive specifically designed for clean removal when promptly removed after painting and curing cycles.
 - a. No hand-cut masks shall be used.
 - b. Finished edges of masked graphics or copy shall be true, clean, and visibly free from overspray.
- L. Clear Coat:
 - A compatible protective UV/ Anti-Graffiti Clearcoat shall be applied to all painted surfaces. Fabricator to verify all product warranties and compatibility with applied to surfaces.
- M. Silk-screen, digital printing, and vinyl copy:
 - All letterforms, symbols or graphics shall be reproduced either by photographic or computer-generated means.
 - 2. Cutting shall be done such that edges and corners of finished letterforms will be straight, sharp and true.
 - Letterforms with nicked, cut, ragged, rounded corners, and similar disfigurements will not be acceptable.
 - Copy is to match the sheen of the copy panel background (satin).
 - 5. Surface of graphics shall be uniform in color finish, and free from striping, pinholes, and other imperfections.
 - 6. Images shall be uniform in color and ink thickness.
 - Use only weather-resistant coating materials that are compatible with substrates.
 - 8. Silk-screened images shall be executed with photoprocessed screens prepared from original electronic art.
 - 9. Silk-screening shall be highest quality, with sharp lines and no sawtooths or uneven ink coverage.

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- 10. Images shall be free from squeegee marks and lines resulting from improper print stroke or screen off-contact.
- N. Vinyl Sheeting:
 - 1. Non-Reflective
 - a. Single Vinyl Product: All vinyl sheeting, inks and overlays shall maintain the same manufacturer and required specifications. Mixing products, processes or materials from different manufactures that voids warranties is not permitted.
 - 2. Reflective Sheeting:
 - a. Single Vinyl Product: All vinyl sheeting, inks and overlays shall maintain the same manufacturer and required specifications. Mixing products, processes, or materials from different manufactures voids warranties and is not permitted.
 - b. 3M Certified Fabricator: Reflective Vinyl Printing shall be performed by a current accredited 3M Certified Fabricator or 3M Certified Digital Fabricator, which includes an annual onsite audit of manufacturing facilities, ensuring correct materials and processes are being used. Certification shall guarantee that the product will be covered by 3M MCS Traffic Warranty.
 - c. Use 3M High Intensity Reflective Sheeting or approved equal that meets MUTCD requirements for Community Wayfinding Signage (MUTCD Section 2D.50).
 - 3. Perforated Sheeting:
 - a. Pre-perforated product with manufacturer's guarantee for function and warranty.
- 0 Illumination & Electrical:
 - 1. Perform the complete electrical design for illuminated signs.
 - a. Illuminated signs shall be designed by an electrical engineer.
 - b. Illuminated signs shall be fabricated and wired to be compliant with current UL listing requirements.
 - c. Illuminated signs shall be UL Certified.
 - d. Internal illumination is required to provide adequate and even illumination over the face of the sign without hot spots or shadows.
 - 2. Fabricator to verify location of power and electrical feed with the Owner's Representative prior to sign fabrication.
 - 3. The disconnect switch is to be located in an inconspicuous location, not visible from the primary face(s) of the sign or the street.
 - 4. All internally illuminated signs are to have a master timer with photoelectric eye on/off control to turn the sign on at night and off in the morning, and on during dark conditions.
 - a. Location of timer to be coordinated with and approved by the Owner's Representative, building owner/facilities department.
 - b. Illuminated signs must be connected to a building timer/photocell, not on individual timers & photocells.
 - 5. All internally illuminated signs and channel letters shall be painted white on the interior using Matthews' reflective

white paint or shall be lined with 3M's Matte White Light Enhancement Film, to enhance and evenly distribute light.

- 6. Provide concealed access panel in an accessible location on all internally illuminated sign cabinets. Panels are to be flush, lightproof, and watertight.
- 7. Internally illuminated signs are to have adequate internal system of ventilation to assure a uniform dissipation of heat from electrical components of electrically powered and illuminated signs, heat (solar) absorption by sign and other sources.
- 8. Any openings in exterior surfaces must be internally baffled to prevent light leaks and prevent entry of rain, snow, wind-blown debris, and other foreign matter, and are to be covered with color-coordinated insect screen on the interior of the face.
- 9. House all electrical components within sign cabinets, except for remote transformers as dictated by the Owner's Representative. All wiring and raceways within the sign are to be completely enclosed.
- 10. Transformers for channel letters shall be remote transformers wherever possible.
 - a. If remote transformers are not applicable, then all electrical components shall be contained within the channel letter itself.
 - b. Remote transformers must be located within a location easily accessible for servicing without disturbing or interrupting room functions.
- 11. Illumination to be provided by LED or fluorescent lamps as specified on design drawings.
 - a. Internally illuminated channel letters shall be illuminated using LED, unless otherwise noted on the design drawings.
 - b. Signs wired with high output lamps are to include spring-loaded static strips between each lamp.
- 12. LEDs or other internal hardware must not be visible through translucent letterforms and graphics.
- 13. Test and verify all illumination within the shop environment prior to shipping signs to site.
- P. Labels:

Only labels required by law are permitted on the exterior of the sign face.

- 1. Labels shall be located in a position as discreet as possible.
- 2. Labels shall not be on the primary messaging faces or street facing side of the sign, unless dictated so by the local ordinance.
- 3. No other labels are permitted on the signs.
- 4. Fabricator contact information may be placed inside the sign on the access panel.

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE AND HANDLING

- A. Pack, wrap, crate, bundle, box, bag, or otherwise package, handle, transport, and store all fabricated work as necessary to provide protection from damage.
- B. Provide clear and legible identifying information on all product packaging to ensure proper on-site identification and installation.
- C. Fabricator to coordinate the delivery and secure storage of signage with the Owner's Representative.
- D. Recommend covering all sign faces with a low-tack protective vinyl cover, to be removed after installation. This is to help minimize minor scratches and nicks that happen during unpacking and installation.

3.2 DEMOLITION

- A. Fabricator is required to remove all existing signs as noted in the included Demolition plan and/or as identified in the Project Documents.
- B. Fabricator is to remove all below grade footings and foundations completely, fill with compacted soil, and repair landscaping. --OR-- Fabricator is to remove below-grade footings and foundations to a minimum depth of 8" below grade and repair landscaping.
- For exterior wall mounted signs and individual letters, Fabricator C. is to remove the sign, fill holes, power wash the façade and touch-up paint as required.
- D. Electrical connections are to be properly terminated for demoed illuminated signs.
- E. Fabricator is responsible for disposal of demolished signage. Recycling is recommended. Open dumping is prohibited. Coordinate with Owner's Representative.
- F. Fabricator to repair and bring to consistent look with surrounding area any areas or surfaces damaged or left exposed in an unfinished condition due to the removal of a sign.

3.3 PERMITS AND VARIANCES:

- A. Research relevant local code requirements and honor the same in fabrication and installation.
- B. Secure any and all necessary permits for signage installation. Coordinate with the Owner's Representative to secure variances, should any be required.
- C. Coordinate with the Owner's Representative to have all underground utilities properly located and marked. Any damage to below-grade utilities or structures for which the Owner or Owner's Representative has provided adequate location information is the responsibility of the Fabricator.

3.4 INSTALLATION

- A. General:
 - 1. The final Sign Message Schedule (or annotated layouts) and Sign Location Plan shall be consulted together to determine the precise location for each sign. Fabricator is to review any necessary adjustments and final locations with the Owner/ Owner's Representative.
 - 2. If installation subcontractors are utilized, the Fabricator must provide a company representative to act as on-site supervisor through the duration of the installation process to oversee any subcontracted installation work.
 - 3. Fabricator to maintain current signage and directional information during installation in order to continue to provide proper wayfinding. This can be done through the use of temporary signs or vinyl over existing sign faces.
 - 4. Fabricator to provide a site logistics plan indicating the work areas, proposed equipment, and power sources, extent and duration of street closures, and schedule time/dates of the respective sign installations. This schedule is to be updated on a weekly basis if changes occur.
- B. Locating Signs:
 - 1. Fabricator's installers must have applicable understanding of the 2010 Standards for Accessible Design (ADA) mounting guidelines, city zoning and other applicable federal, state, and local codes, general sign locating practices, and any particular unique installations.
 - 2. Installers are to follow the regulations, noted guidelines, custom notes within the Sign Message Schedule, and architectural details around an installation location for the best visual placement.
 - 3. Keep a reasonable distance from protruding objects.
 - 4. Any signage that is improperly located is to be moved to the proper location, and all repairs to wall surfaces and signage are to be handled by the Fabricator.
 - 5. If the installers are unable to make a decision about any sign locations, they shall contact the Designer, providing a graphic representation of the questionable area, or contact the Owner's Representative for on-site options. If there is a code requirement regarding the sign location, the installer must notify the Owner's Representative of the requirement.
- C. Mounting:
 - 1. Ensure every building-mounted sign location has the necessary blocking for safe and secure mounting. Where additional blocking is needed, recommend changes and additional associated costs, and receive approval prior to beginning installation.
 - 2. Ground signs are to be mounted on J-bolt footings or breakaway bases, centered on the concrete base or footing, unless otherwise specified in the Design Intent Drawings or required by code.
 - 3. All bolts, nuts, washers, and other fasteners shall match the sign material and finish.
 - a. If fastening dissimilar materials stainless steel fasteners shall be used, 300 series is preferred.

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Galvanized steel is acceptable only if all exposed surfaces are properly sealed/coated to prevent corrosion.

- 4. Fabricator is required to specify mounting hardware and anchoring per the engineering of the signs. The visual appearance of the sign is not to be compromised from that shown in the Design Intent Drawings.
- Install all signage products such that there are no misalignments between visible components. Sign elements intended to be removable or changeable after installation must function as intended without binding, sticking, or blocking.
- All signs to be mounted level and true, and within the guidelines of applicable local, state, and federal codes including, but not limited to, the 2010 Standards for Accessible Design (ADA) and fire/life safety codes, where applicable.
- 7. If signs are to be installed in a parking garage where the structural elements are not level due to the grade of the garage, the Owner is to decide whether the sign should be mounted level or aligned with the structural elements.
- D. Electrical:
 - The Owner or Owner's Representative will be responsible for providing a power source to within 10 feet of the base of each sign requiring power (either at grade or below grade).
 - 2. If a power source does not exist within 10 feet of an illuminated sign location, the Fabricator is to coordinate with the Owner/Owner's Representative, the means and methods necessary to pull power, such as sub-contracting a certified electrician.
 - 3. Fabricator to identify preferred junction locations with the Owner or Owner's Representative.
 - Power is to be 120 or 277 (LED illumination should be 120) volts at 60 cycles unless otherwise noted by the Owner's Representative. Fabricator to confirm based upon location source with the Owner's Representative.
 - Manipulate the existing conduit to its proper location, install an external disconnect, extend the conduit through the concrete base (or posts) to align with the point of hookup, and run the power supply through it.
 - 6. Conduit running from the disconnect to the sign shall travel within the concrete foundation directly into the sign, not on the foundation's surface.
 - 7. Perform final hook-up and verify proper working order of illuminated signage. This may not be an excluded service from the quote.
- E. Masonry/Footings:
 - 1. All concrete bases for signage are to be poured in place from thoroughly mixed and agitated concrete.
 - 2. Footings are to extend beneath the frost line, or deeper to meet local code.
 - All footings or bases should be poured within a form and level with grade unless otherwise specified in the Design Intent Drawings or as specified by state or local code.

- Foundation/footings should not extend above grade more than 2", unless otherwise indicated in Design Intent Drawings or required by state or local code.
- 5. Foundation/footings with exposed edges shall be finished with a bevel or rounded edge to prevent chipping.
- It's recommended that the concrete be floated by machine or hand before finishing in order to embed larger aggregates, especially when part of the footing or base extends above ground.
- Concrete surface shall have a smooth or brushed finish grade appearance. Match the finish appearance of connecting concrete surfaces when applicable.
- All concrete bases and footings shall be edged to break any bond with the form and create a neat appearance. All forms should be removed once the concrete has properly cured.
- 9. Provide the necessary templates, mounting plates, and hardware for concrete and masonry bases.
- 10. All masonry (concrete block, poured concrete, brick, slab, veneer, mortar, etc.) is to be properly treated and protected to maintain the structural integrity of the masonry work with exposure to all environmental conditions found at the site. For exposed or visible masonry, this shall include the application of protective sealers or similar finishes to diminish the effects of close-proximity sprinklers or irrigation systems.
- Wet concrete with footers and posts must fully cure in place before signage is installed on the footers or mounted to the posts.
- F. Landscaping & Grading:
 - 1. Landscaping around newly installed signs shall meet all local and state code requirements.
 - 2. Landscaping specifications identified in the Design Intent Drawings shall be met.
 - 3. All grades surrounding new signage shall ensure positive drainage.
 - 4. Signs within hardscape areas must be finished evenly with the existing hardscape surface and colored to match.
 - 5. Fabricator shall work with Owner's Representative to ensure existing sprinkler heads are adjusted to avoid water contact with newly installed signs.
 - Signs within softscape areas, and their bases/posts (regulatory sign posts excluded), should be protected from routine landscape maintenance by the following methods:
 - a. Landscaping bed: minimum 1' wide from each direction around a sign, 6" deep, with aluminum edging and filled with material to match existing landscaping materials.
 - b. Concrete pad: added around each concrete base or sign post.
 - c. Stone bed: minimum 2' wide from each sign face,
 6" deep, with 1/8" x 4" mill finished aluminum
 edging. Stone type to be coordinated with
 Owner's Representative and or match existing
 landscaping stone.

- G. Completion of installation:
 - 1. Fabricator is to remove any protective covering, tape, or installation hardware.
 - 2. Fabricator is then to clean the sign per the manufacturer recommendations, ensuring that sign is clean from dirt, stains, fingerprints, tape residue, etc.
 - 3. All exposed hardware is to be touch-up painted on site as required, immediately following installation prior to punch list.
 - 4. All minor blemishes or marring are to be repaired such that the repairs are imperceptible. Components having permanent, non-removable scratches or defects are to be replaced completely.
- H. Site Safety and Restoration:
 - 1. Fabricators are responsible for their own safety during the installation period.
 - 2. Maintain a safe environment for pedestrians and vehicular traffic during the installation period, following OSHA safety standards as necessary.
 - 3. Keep the Owner's premises and the adjoining premises, driveways, and streets clean and clear.
 - 4. Job site shall be left safe, neat, and clean at the completion of each day's operation.
 - In addition to maintaining old or temporary signs for their directional or informational purposes, Fabricator is to maintain signage that meets or exceeds MUTCD and local standards during the installation period.
 - 6. At the completion of work, remove all rubbish, tools, equipment, and surplus materials, from and about the premises, and leave the site as originally found.
 - 7. Repair or correct damage to other contractors' work resulting from sign installation work.

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3.5 INSPECTIONS & PUNCH LIST

- A. Finished work shall be of highest architectural fabrication quality to pass eye-level examination and scrutiny. Scratches, paint drips, sags, poor welds, and other visual defects are not acceptable.
- B. Owner/Owner's Representative reserves the right to inspect work in the fabrication shop in progress and before it is shipped to the job site for installation.
- C. Owner's Representative reserves the right to conduct a Punch List, which may include, but is not limited to, review of the following items:
 - 1. Adherence to Design Intent Drawings, graphic layouts, and shop drawings
 - 2. Sign location
 - 3. Foundation finish
 - 4. Light leaks
 - 5. Damage to sign from installation
 - 6. Completion of scope of work
 - 7. Errors and/or deficiencies
 - a. Based on the Punch List report the Fabricator may be required to make corrections or replacements in order to complete their contracted scope of work.
- D. If the Fabricator agrees to a timeline for a scheduled Punch List trip, and then does not complete their scope of work in time, requiring the trip to be delayed, the Fabricator will be responsible for charges associated in rescheduling the trip.
- E. Fully replace all signs that are in error relative to the working documents (final sign message schedule and design drawings).
- F. Correct any installation misalignments at no charge.
- G. The Fabricator's onsite representative is to complete a walk through with the Owner's Representative immediately following installation to identify any errors, such as construction or installation issues. Such errors are to be corrected in a timely manner, and to the satisfaction of the Owner's Representative.

END OF SECTION



8:30 AM

Monday, January 6, 2025

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 can not be received via Zoom.

Meeting ID: 835 7014 5528

Call to Order

The meeting was called to order at 8:30 AM by Chair Tom Gawlik

Attendee Name	Title	Status	Arrived
Debra Sailor	Board Member	Present	
Stephanie Grill	Board Member	Present	
Robert Montgomery	Board Member	Present	
Sue Riemland	Board Member	Present	
Chris Lannert	Vice Chair	Present	
Tom Gawlik	Chair	Present	
Brook Thomas	Mayor	Present	
Brian Maynard	Board Member	Present	
Tami Fauver	Board Member	Absent	

Approval of Meeting Minutes

1. Special Joint Meeting Minutes of Monday, November 18, 2024

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

2. Regular Minutes of Monday, December 09, 2024

Financial Report

1. Financial Report

Chair Gawlik and City Manager Hackworth shared the financial report. CM Hackworth confirmed that the City audit is complete.

MOTION: To accept the Financial Reports for the period ending November 30, 2024

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brian Maynard, Board Member
SECONDER:	Stephanie Grill, Board Member
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

Commission Chambers

Old Business

2. M-63/I-94 Business Loop Rebuilding Project

Staff shared that the next M63/I-94 Business Loop stakeholder meeting is scheduled for Wednesday 02/05/20205 at noon. Member Montgomery is able to attend in the absence of other members. Staff will inquire about remote access for those not able to attend in person.

New Business

3. Pleasant Street Plaza Changes

Staff discussed the request from Wolf Financial Advisory to make changes to the Court Street side of Pleasant Street Plaza, which would increase available parking for customers visiting their new location. Any changes will be a change to the 5-year approval for Pleasant Street Plaza.

Staff presented the changes recommended by Assistant City Manager and Engineer Tim Zebell and City Traffic Engineer Tim Drews from Abonmarche to ensure proper traffic procedures. DDA members agreed that these changes would be beneficial to the area generally. Member Sailor suggested exploring the same changes for the parking on Pleasant Street.

Motion: To approve the Court Street adjustments as detailed and purchase new planters, not to exceed \$2k, to provide a traffic barrier.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

4. Wayfinding Fabrication Vendor

Staff discussed the wayfinding sign fabrication RFP results. Four proposals were received and two stood out, those being Finishing Touch and Valley City Sign, who were the two lowest bids.

Member Sailor stressed that MDOT experience is critical for this project and said it would be nice to selected a Michigan-based firm. Mayor Thomas asked staff to get more information on the experiences of both firms.

Motion: Direct staff to reach out to the two lowest bidders, assess capability, and proceed to the City Commission as appropriate.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

5. RAP Grant

Staff shared information about the Revitalization and Placemaking (RAP) grant and recommended seeking a grant for the Pleasant Street Plaza project, which falls within the parameters of the Place Based Infrastructure Projects. Chair Gawlik expressed his enthusiasm for the project and Member Montgomery reminded the group that this has been discussed for quite some time. Staff reminded the DDA members that the designs for Pleasant Street Plaza are preliminary and may be tweaked as work progressed.

Member Grill asked if the MDOT plans for Main Street assume Pleasant Street being permanently closed. Staff clarified that in the current MDOT plans, Pleasant Street will remain open with the exception of the temporary closures in the summer months. There was discussion among members about the temporary closures and whether any additional changes should be made to the temporary plaza once the current 5-year agreement expires.

Motion: Direct staff to seek City Commission approval to pursue a RAP grant for Pleasant Street Plaza as identified and to allocate up to \$5K to work with Progressive A+E to prepare the grant application.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

6. Holiday Decor and New Banners

Staff discussed the need for new holiday banners on Main Street as identified by Public Works Director Grothous. Staff recommends the holiday subgroup convene to discuss moving forward. Member Maynard stated the music downtown is nice to have and permanent speakers would be advantageous for not only music but also if a public announcement is necessary. St. Joseph Today Director Knapp stated that TPC Technologies installs the equipment but it is all controlled by SJT. Member Maynard would like to look into purchasing equipment.

Reports

7. Monthly Update

DDA Retail Activity Tracker: Member Maynard stated someone may be interested in the 608 Pleasant Street property but has had difficulty working with the City. Member Reimland requested staff perform an exit interview with the owner of Sweet Haven to help determine what facilitated their closure.

DDA Initiatives: Member Montgomery highlighted that the pedestrian island was a huge success this summer; he said his customers really loved it.

RRC Tracker: Staff reported that all submissions are with the State. Andrew Haan from Cornerstone Alliance mentioned that St. Joseph will be the first municipality in the county to reach full certification. Member Gawlik would like to see it promoted when the certification is reached to show what the certification means and how the City takes full advantage of it.

Public Comment

None

Board Member Comments

None

Adjournment

The meeting was closed at 9:48 AM

11.f

11.f

Recording Secretary





Agenda Item

TO:	Members of the St. Joseph City Commission
FROM:	Laurie Schmidt, City Attorney
RE:	Ordinance Approving Contract with Benton Harbor: JWWTP Second Reading
MEETING DATE:	January 13, 2025

At the December 9, 2024, City Commission meeting, the Commission approved the Contract Providing for the Joint Ownership, Use, and Operation of a Sewage Disposal Facility Jointly with the City of Benton Harbor, and gave 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.

As previously explained, 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 Royalton 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.

The Cities must 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 has reviewed this through two subcommittees, and voted to adopt the mirror Ordinance with St. Joseph at its December 16, 2024 meeting. The Plant's legal counsel is also working to update and extend the Sanitary Sewer Agreements to run concurrently with the anticipated bond period and is working in collaboration with the cities' attorneys.

If the second reading of the proposed Ordinance is approved, it will become effective immediately as it is important to public health, peace, and safety, upon the date last approved by both the Cities of Benton Harbor and St. Joseph, and upon the date officially recorded in the minutes.

Action Requested: To give a second and final 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:

Updated: 1/9/2025 6:05 PM

- Ordinance Approving Contract (St. Joseph)20241206 (PDF)
- BHSJJWWTP Agreement (002)FIN 20241205 (PDF)

City of St. Joseph County of Berrien, Michigan

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 13th 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 13th 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

EXHIBIT A BENTON HARBOR – ST. JOSEPH JOINT SEWAGE DISPOSAL CONTRACT

12.b

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. <u>Description of Joint Plant</u>. 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. <u>Ownership</u>. The ownership of the Joint Plant shall remain vested in Benton Harbor and St. Joseph as tenants in common.

3. <u>Control and Management</u>. 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. <u>Fixing and Revising Rates; Operating Year</u>. 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 1st and end on June 30th.

7. <u>Duties of Joint Board</u>. 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. <u>Control and Jurisdiction of Sewer Systems; Receipt of Excess Sewage</u>. 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. <u>No Limitation on City Sewage Disposal Charges</u>. 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. <u>Creation of Operating Budget</u>. 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. <u>Term</u>. 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 13th 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

Agenda Item

TO:	Members of the St. Joseph City Commission
FROM:	Kristen Gundersen, Community Development Director
RE:	Zoning Ordinance Text Amendment - Sections 2.3, 3.9.3, 3.9.7 and 3.10 - Lot coverage, Landscaping, Planter boxes and Retaining walls - Final Reading
MEETING DATE:	January 13, 2025

On November 18, 2024, the City Commission approved the first reading of an ordinance to amend the zoning ordinance by a vote of 4-1 as it relates to Landscaping, Planter boxes, Retaining walls, Lot coverage and addressing use of the terms "yard", "setback", "area" and "lot coverage". The City Commission heard comments from a resident expressing concern that changing the definition of Lot coverage to include items such as decks and stairs that are 6" or more above grade would make it difficult for property owners to improve their properties and the Zoning Board of Appeals reviews many Lot coverage requests.

Upon further review of the draft ordinance from the November meeting, the language found in the draft adopting ordinance under #3. - 3.9.3.E.1 regarding placement of major planter boxes was unclear. As such, staff has made changes to 3.9.3.E.1 clarifying that major planter boxes can be located in the front or second front yard when located outside of the required setback. An example would be a home located in the R1-A Single-Family Residence District and being 40' from the front lot line could have a 4' tall planter box behind the required 30' front building setback line.

Staff explained there are conflicts in the existing zoning ordinance with references to decks and steps 6" above grade counting toward Lot coverage but this language was not included in the definition of Lot coverage. The previous zoning administrator had made the interpretation that Lot coverage included items such as decks and steps that are 6" or more above grade. The Planning Commission received information in June 2015 that an amendment should be made to the zoning ordinance to address the language conflicts and the Commission agreed. Attached is an excerpt from the October 3, 2024 Planning Commission packet where Lot coverage information was provided.

During the November 18th City Commission meeting, staff was asked to research the number of lot coverage variance requests that have been made over the years. Attached is information regarding variation requests associated with Lot coverage along with photographs of planter boxes and retaining walls that were included in the May 2024 Planning Commission packet to show the differences.

History

In May 2024, the Planning Commission received a request from the Zoning Board of Appeals (ZBA) to review and discuss options available to address landscaping items such as planter boxes and retaining walls following an appeals/interpretation regarding a 51" tall structure placed on the 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 landscaping and the zoning ordinance has no definitions or regulations pertaining to landscaping items such as planter beds or retaining walls.

After reviewing research completed by staff, direction was provided regarding draft language to amend the zoning ordinance. The Planning Commission concluded that definitions were needed to reference Landscaping, two types of Planter boxes and two types of Retaining walls. Planter boxes have increased in popularity in the past few years and are now found in the front yards, a maximum height of 2' was determined appropriate. Planter boxes being 2' to 4' can be located in the side and rear yards. Retaining walls are necessary in many places to hold back natural grade, they are allowed to be constructed on the lot lines, however, the Michigan Building Code requires a permit to be issued for walls greater than 4', thus the reason behind major and minor retaining walls.

As review of draft language took place, staff was also directed to correct: 1) definition of Lot coverage to be in keeping with long standing interpretation that includes decks and stairs 6" or more above grade (other sections within the zoning ordinance included this reference); 2) Section 3.9.3.B, C, D to properly reference "yard" and "setback" which were used interchangeably and not in keeping with defined terms; 3) Section 3.9.7.A and B corrected term "area" with defined term of "lot coverage"; and 4) Section 3.10.A, B and C properly reference yard and setback which were used interchangeably and not in keeping with defined terms and changed "handicap and infirm" to "persons with disabilities".

On November 7, 2024, the Planning Commission conducted a public hearing and heard no audience comments, they recommended approval of the request by a vote of 5-1. Within Table 3.1 of the 2016 Master Plan and under "Community and Place" under the objective of "Define the unique elements of each neighborhood" there is an action item stating "ensure definitions in the zoning ordinance are consistent with conditions in neighborhoods and are appropriate to the desired characteristics of the community." The proposed changes will help to clarify established regulations and to help eliminate confusion regarding the use of landscaping items such as garden boxes and retaining walls.

EXISTING AND PROPOSED REGULATIONS AND CONDITIONS

Attached is redline version of the proposed amendment to the Zoning Ordinance along with a final version in an ordinance format for the City Commission.

Ordinance Regulations.

Article XXII Amendments provides the purpose, process and review factors to be reviewed when either a map (rezoning) or text amendment is proposed.

Below is Section 22.3 Factors to Consider on Rezonings: In reviewing any application for an amendment, the Planning Commission shall evaluate all factors relevant to the application. The Planning Commission may solicit information from public agencies or from individuals or firms with relevant experience. The factors to be considered shall include, but are not limited to, the following:

- . What conditions related to the application have changed since the Zoning Ordinance was adopted which justify the proposed amendment?
- . What are the possible precedential effects which might result from the approval or denial of the application?
- . What is the potential impact of the proposal on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future?
- . Does the proposed amendment adversely affect environmental conditions, the character of, or the likely value of property?

13

- . Does the proposed District change comply with the adopted City Comprehensive Plan? (If not, and if the proposed amendment is reasonable in light of all other relevant factors, then the Comprehensive Plan should be amended before the proposed zoning amendment is approved.)
- . If a specific property is involved, can the property in question be put to a reasonable economic Use in the zoning District in which it is presently located?
- . Is another procedure, such as a Variance, Special Use, Planned Unit Development, or hardship Planned Unit Development a more appropriate alternative than the proposed amendment?

ACTION.

No public hearing is required. Consider the request as presented and review the criteria found in Section 22.3 Factors to Consider on Rezoning's (the 7 factors are listed above can also be used to review text amendments). If needed the November 18th City Commission agenda packet can be reviewed as it includes Planning Commission meeting minutes from May 2nd, June 6th, July 2nd, September 5th, October 3rd and an excerpt from the November 7th agenda packet with staff memorandum, application, supplemental information and draft minutes. The full agenda packets are available on the city's website. If approved the ordinance becomes effective ten days later.

If the City Commission concurs with the Planning Commission the following motion is appropriate.

To approve the second and final 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.

ATTACHMENTS:

- Ordinance to Amend Landscaping Definitions-Retaining Wall 12092024 FINAL. margin fix (PDF)
- Ordinance to Amend Landscaping Definitions-Retaining Wall 12092024 REDLINE (PDF)
- Excerpt 10032024 October 3 PC Packet Lot coverage discussion (PDF)
- ZBA Summary 2008- 2024 Lot Coverage and Rear Yard Coverage Requests (PDF)
- Planter Box Examples (PDF)
- Retaining Wall Examples (PDF)
- Ordinance to Amend Landscaping Definitions-Retaining Wall 12092024 FINAL. (PDF)

ZONING ORDINANCE TEXT AMENDMENT - SECTIONS 2.3, 3.9.3, 3.9.7 AND 3.10 - LOT COVERAGE, LANDSCAPING, PLANTER BOXES AND RETAINING WALLS - FINAL READING

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

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 <u>landscape materials</u> such as paved patio areas, planter boxes, <u>retaining walls</u>, <u>stairs</u> not required for egress, <u>walkways</u>, and any other landscaping made up of hard wearing materials such as <u>wood</u>, <u>stone</u>, and <u>concrete</u>.

Softscape elements means the improvements to a lot with horticultural elements such as flowering plants, grass, shrubs, trees, and other vegetation. Softscape

Page 4

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 or 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 may be located in the front or secondary front yards when located outside of the required 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.

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.

Ordinance to Amend ZO_Landscaping12092024Final

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

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:

1. 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 or 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 may be located in the front or secondary front yards when located outside of the required 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.

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.

5. 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.

Ordinance to Amend ZO_Landscaping12092024Final

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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.

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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.

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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.

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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 they may be located in the front or secondary front yards and must when located outside of the required 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.

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.

5. Article III. "General Provisions" Sec. 3.10 "Projections in yards" is amended to read as follows:

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- 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.



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

AGENDA October 3, 2024 4:30 PM

Call to Order

Approval of September 5, 2024 Meeting Minutes

1. Regular Minutes of Thursday, September 05, 2024

Old Business

2. Continued Discussion #6 - Landscaping, Lot Coverage, Planter Boxes and Retaining Walls

New Business

- 3. Mechanical Equipment Section 3.9.3.C of Zoning Ordinance Discussion 1
- 4. Discussion Future Zoning Ordinance Changes
- 5. Joint Meeting Rescheduled to October 28, 2024

Public Comments

Adjournment



13.c



Agenda Item

TO:	Planning Commission
FROM:	Kristen Gundersen, Community Development Director
RE:	Continued Discussion #6 - Landscaping, Lot Coverage, Planter Boxes and Retaining Walls
MEETING DATE:	October 3, 2024

History/Request

During the May 2nd meeting, staff introduced a request from the Zoning Board of Appeals regarding garden and retaining walls. Within the May Planning Commission packet examples of garden and retaining walls were provided along with examples of fence materials, please refer back to the supplemental information. The Commission had some discussion on the material provided and staff stated they would work on drafting language.

In addition, Mr. Ebbert requested that the April 11th ZBA packet with adopted meeting minutes be included in the June 6th PC packet along with the February 8th ZBA meeting minutes. Those three items were included as supplemental information.

No new information was available for the July 2nd meeting, however, the Planning Commission did discuss the topic and staff worked on revised draft language for the August 1st meeting. Due to case load, there was no discussion during the August 1st meeting.

Discussion

During the September 5th meeting, the Commission reviewed the draft language and concern was expressed regarding language related to landscaping, planter boxes and retaining walls. Below is a summary of the concerns with follow up on changes made. Attached is "Draft Text Amendment - Landscaping - planter box and retaining wall":

- 1. The use of two feet within the definitions associated with Planter box. *Staff modified and deleted language regarding the 2' reference. Consistency was added to the wording also found under Retaining wall*;
- 2. New language associated with planter boxes and retaining walls was added to Section 3.9.3. *Comments were made that the title of section references setbacks and the wording goes back and forth between setbacks and yards. Staff modified the title to include yards and standardized the language where appropriate to read "may be located in any and within a required setback" to clarify and maintain consistency.*
- 3. Section 3.10 referenced projections into yards. *To create consistency with the changes made to Section 3.9.3, Section 3.10 was modified with the term "yard" deleted and replaced with "required setbacks".*

Page 1

13.c

As part of the proposed changes associated with planter boxes and retaining walls, the term "Lot coverage" needed to be modified. In addition, staff included clean up language associated with a long-standing interpretation regarding lot coverage which was brought to the Planning Commissions attention in June 2015. The June 4, 2015 Planning Commission meeting minutes include direction to staff to prepare an ordinance amendment to correct the conflict.

- 1. The September draft language included changes to the term Lot coverage based on the existing interpretation that stairs, decks and similar items 6" or more above grade count toward lot coverage. The Commission was unsure if stairs, decks and similar items 6" or more above grade should be counted toward lot coverage and directed staff to prepare two options for review and discussion.
 - a. Staff prepared Option 1 which includes draft changes in accordance with the longstanding interpretation that stairs, decks and similar items 6" or more above grade count toward lot coverage.
 - b. Option 2 was also prepared which would not count stairs, decks and similar items without a roof toward lot coverage.

It is staff's opinion that the definition of Lot coverage needs to be updated in accordance with the long-standing interpretation that stairs, decks and similar items 6" or more above grade are counted toward lot coverage. Following are some reasons why Lot coverage is regulated in the zoning ordinance and 6" or more above grade has been used for stairs, decks and similar unroofed structures:

- a. Section 1.2.1 General Purposes as found in the zoning ordinance includes: 1) promote the public health, safety and general welfare; 2) to provide adequate light and air...; 10) to reduce hazards to life and property due to fire...
- b. Limits the intensity of the use of a property by controlling the amount of mass or bulk on a property and helping to ensure the property does not become overly congested.
- c. Preserves open space for landscaping, recreation and drainage.
- d. Helps to ensure that buildings do not overshadow each other, allowing for adequate sunlight and ventilation.
- e. Help to maintain aesthetic appeal.
- f. Can help protect property values by ensuring a consistent and desirable outcome on a property.
- g. Can preserve views and visual access to the sky, and enhance privacy for residents that are adjacent to new development.
- h. Typically, concrete or paver patios are flush with the ground and contribute to building mass or bulk, thus giving the appearance of an open area.
- i. Review of the definition "Structure means anything fabricated, constructed or erected, the Use of which requires fixation or placement in, on or attachment to something having location of the ground including, but not limited to, all buildings, independently supported decks..." Depending on the type of structure (principal or accessory) there are established setbacks, separation distances and Lot coverage requirements. Typically, structures require a permit to be submitted for review prior to issuance and construction taking place. This allows city staff the opportunity to review and later inspect the structure for safety.

Attached are four examples of initial requests by property owners that had to be modified based on the current interpretation that stairs, decks and similar items 6" or more above grade count toward Lot coverage. Following is a summary of the information provided on the drawings:

1. Example 1 - R1-E zoning. The example depicts a proposed deck being 28'6" x 21' located

	between the dwelling and detached garage. This request was not ap	proved by city staff.
	a. 4,356 sq foot parcel	
	b. maximum lot coverage allowed (45%)	1,960 sf
	i. existing front porch 135 sf	
	ii.existing house 1,176 sf	
	iii. existing detached garage 504 sf	
	1. TOTAL Existing lot coverage	1,815 (41.7%)
	iv. Proposed deck 599 sf	
	1. GRAND TOTAL Proposed lot coverage	2,414 sf (55.4%)
2.	Example 2 - R1-E zoning. The property was recently demolished,	the photograph shows the
	placement of a raised deck and how it increases lot coverage.	
	a. 4,356 sq foot parcel	
	b. maximum lot coverage allowed (45%)	1,960 sf
	i. existing house 1,375 sf	
	ii.existing detached garage 504 sf	
	iii. raised deck 348 sf	
	1. GRAND TOTAL Existing lot coverage	2,363 sf (54.2%)
<u>3.</u>	Example 3 - R1-E zoning. While example complies with lot c photograph depicts a raised deck that is adjacent to the dwelling wi The original request was to have the raised deck be attached to the a a. 8,784 sq foot parcel	th an overall height of 14'.
	b. maximum lot coverage allowed (45%)	3,952 sf
	i. existing house 1,562 sf	
	ii.existing detached garage 672 sf	
	iii. raised deck (overall height 14') 176 sf	
	1. GRAND TOTAL Existing lot coverage	<mark>2,410 sf (27.4%)</mark>
4.	Example 4 - R1-A/PUD zoning. Example includes a pergola whe coverage however the picture can help show how a raised deck with	
	the area (paver brick removed).	n no pergola would change
	a. 9,811 sq foot parcel	
	b. maximum lot coverage allowed (35%)	<mark>3,433 s</mark> f
	i. existing house 3,740 sf	J, TJ J 51

Staff also quickly reviewed just under 100 properties that requested action before the Zoning Board of Appeals since January 2008. The actual number of individual requests were not tabulated. There have been approximately 4 properties that requested variances to increase lot coverage associated with a deck. In some cases, the property also needed building setback variances to be granted to allow the deck to be allowed, requests for setbacks were not counted.

GRAND TOTAL Existing lot coverage

302 sf

Other requests made were associated with stairs, decks and similar items 6" above grade. Please remember that the zoning ordinance was amended to allow stairs and landings to encroach into the

Meeting of October 3, 2024

4,042 sf (41.2%)

ii.pergola

13.c

required front and secondary front setbacks in early 2022, there were no changes to Lot coverage calculations. To date 28 properties have been able to utilize the 2022 amendment for encroachment while complying with the maximum Lot coverage requirements.

Discussion

Attached are the draft amendments as discussed above. Review and discuss the draft language associated with planter boxes and retaining walls and direct staff to make changes. Review and discuss the two options provided associated with the definition of Lot coverage and direct staff to make necessary changes.

The Commission should direct staff on any proposed changes necessary so the discussion can continue or a public hearing can be scheduled for the November 7th meeting.

ATTACHMENTS:

- Draft Text Amendment -Landscaping planter box retaining wall 10032024 PC meeting (PDF)
- Lot Coverage Issue Hodgson Memo to PC 06032015 with meeting minutes (PDF)
- Draft Text Amendment -Lot coverage 2 options 10032024 PC meeting (PDF)
- 4 Examples Lot Coverage Inspection Department (PDF)



Memorandum

To: St. Joseph Planning Commission

CC: Zoning and Inspection Staff Laurie Schmidt, City Attorney

From: John Hodgson, Assistant City Manager

Date: June 3, 2015

Subject: Ordinance Inconsistency – Uncovered Decks

An applicant for a zoning variance brought to staff's attention an apparent inconsistency in the ordinance, regarding open, uncovered decks.

The applicant pointed to the following definitions in particular:

Deck: An unroofed Structure used for outdoor living purposes which may or may not be attached to a Building and which is more than six (6) inches above the Finished Grade.

Lot Coverage: 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, breezeways, but shall not include Fences, walls, or hedges used as Fences, <u>unroofed Structures such as Decks</u>, patios, 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.

The applicant indicated that based on these two definitions, an open, unroofed deck should not have to be counted toward lot coverage.

However, see the following:

13.c

3.9.7 Porches and Decks:

- 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 area requirements of this Ordinance.
- B. An open, unenclosed and uncovered Porch or Deck six (6) inches or more above Finished Grade shall meet the Setback and area 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 area requirements for an Accessory Structure.
- C. Paved terraces, patios and unenclosed, uncovered Porches and Decks shall not be subject to Yard requirements, provided that all of the following conditions are met:
 - 1. It is less than six (6) inches above the Finished Grade.
 - 2. The paved or Decked area is unroofed and without such walls, parapets, or other forms of solid, continuous enclosure that so link the paved or Decked area to the principal Building that an enclosed area is formed which appears functionally a part of the principal Building.
 - No portion of any paved or Decked area is closer than three (3) feet from any Side or Rear Lot Line, except that if the Yard proposed to be encroached abuts a public street or approved Private Road, the Setback shall be observed.

The above section 3.9.7.B has consistently been enforced by staff and has been the subject of a number of variance requests. The applicant was directed to prepare the variance request as if 3.9.7.B is controlling but was free to point out the inconsistency to the ZBA.

The ZBA considered the situation and concluded that under the rules of construction, cited in part below, 3.9.7.B is more specific and therefore should be the controlling clause.

SECTION 2.2 RULES OF CONSTRUCTION

The following rules of construction apply to the text, tables and illustrations of this Ordinance:

A. The particular shall control the general.

Nonetheless the ZBA wished this to be brought to the attention of the Planning Commission in the event the Planning Commission wishes to propose an ordinance amendment to clarify the situation.

I note for the sake of completeness that two additional sections of the ordinance refer to porches or decks; these may or may not be relevant to any future amendments.

Building Area or Building Footprint: The total horizontal area of the largest Story of the principal Building and all accessory Buildings, exclusive of uncovered Porches, terraces, patios and steps.

4.

3.9.2 Building Coverage: The combined Footprint of all detached covered Accessory Structures, and all Porches or Decks six (6) inches or more above Finished Grade, may not exceed the Building Footprint of the Principal Building.

If the Planning Commission believes clarification is appropriate, it could direct staff to begin work on an ordinance amendment and to set a date for a public hearing. If the clarification is not time-sensitive, the ordinance amendment could be deferred until there is another ordinance amendment to be considered at the same time.

COMMISSION CHAMBERS

June 4, 2015 4:30 P.M.

MEMBERS PRESENT K. Burczak S. Ebbert P. Hartzell, Chair P. Maki A. Miller C. O'Malley-Septoski J. Sanderson MEMBERS ABSENT B. Rice (vacant)

STAFF PRESENT

C. Derringer, Chief Building Official J. Hodgson, Community Development Director L. Schmidt, City Attorney

The June 4, 2015 meeting of the St. Joseph City Planning Commission was called to order at 4:30 p.m. by Chair Hartzell, who introduced the sitting members of the Planning Commission.

MINUTES

Chair Hartzell stated that draft minutes of the May 7, 2015 meeting had been provided to members and asked if there were any additions, clarifications or corrections to the draft minutes. There being none, the minutes were unanimously approved as submitted by voice vote.

Chair Hartzell stated that draft minutes of the May 28, 2015 special meeting had been provided to members and asked if there were any additions, clarifications or corrections to the draft minutes. There being none, the minutes were unanimously approved as submitted by voice vote.

SIGN SPECIAL APPROVAL - 800 WHITWAM DRIVE

Chair Hartzell said the next order of business is consideration of special approval for a sign at 800 Whitwam Drive.

Mike Wood, Edgewater Resources, noted that he had in November 2014 been before the Planning Commission requesting special approval of the same sign for The Inn at Harbor Shores. The sign has not been installed. Upon further reflection and observation of the building, he would ask for a new approval of the same sign, 10' higher on the building. The previously requested height would not be visible from parts of M-63.

Mr. Wood showed several photographs of the structure and the proposed sign. He noted that the sign is backlit at night and would be very low illumination.

Mrs. Burczak said she had also taken photos of the property and was not certain the

1

Attorney Schmidt noted that although the discussion of R3 zoning stemmed for review of a particular development, the focus of the ordinance review should be on appropriate regulation of all R3 parcels, not on a single development.

OTHER BUSINESS

Chair Hartzell said there is one more item on the agenda, a discussion of an ordinance inconsistency.

Mr. Hodgson explained that during a recent variance request brought before the Zoning Board of Appeals, the applicant had noted that two sections of the ordinance appeared to be inconsistent. The definition of Lot Coverage indicated that "unroofed Structures such as Decks" are not included in the computation of Lot Coverage. However, Section 3.9.7.B indicates that an open Deck six inches or more above finished grade counts as a structure for setback and area purposes. He said this inconsistency had not previously been noted.

Staff has consistently relied on the 3.9.7.B language and considered elevated decks to be structures.

Mr. Hodgson said the Zoning Board of Appeals had asked that this inconsistency be brought to the attention of the Planning Commission. He said if the Planning Commission wished to address the issue he would propose fitting it in to a future zoning ordinance amendment. It did not appear to be an emergency that warranted the expense of public hearings and publication to address the issue immediately. Mr. Ebbert said he believes it is appropriate to amend the ordinance.

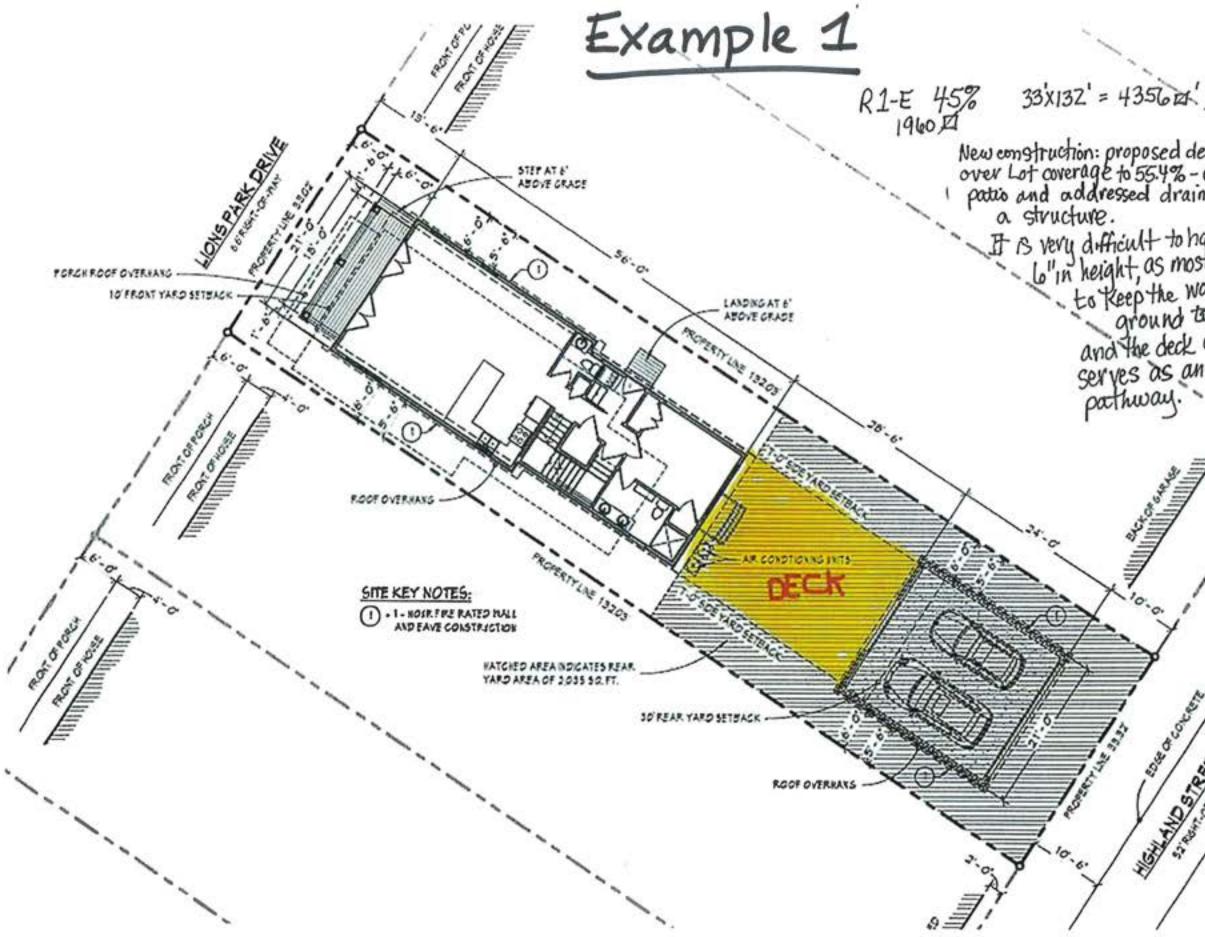
Following discussion, Chair Hartzell directed staff to prepare an ordinance amendment and schedule a public hearing at a future meeting.

There being no further business to bring before the Planning Commission, the meeting was adjourned at 6:44 p.m.

Respectfully submitted,

John Hodgson

Assistant City Manager



New construction: proposed deck 599.11 over Lot coverage to 55.4% - Owner chose to do a patio and addressed drainage issues too. This deck was a structure. B very difficult to have a deck below, b"in height, as most builders want to keep the wood off the ground to prevent rot, and the deck usually serves as an egress pathway. Sold Contract All states of the states of th

- Lot coverage discussion (10316 : Zoning Ordinance Text Amendment - Sections 2.3, Attachment: Excerpt - 10032024 - October 3 PC Packet

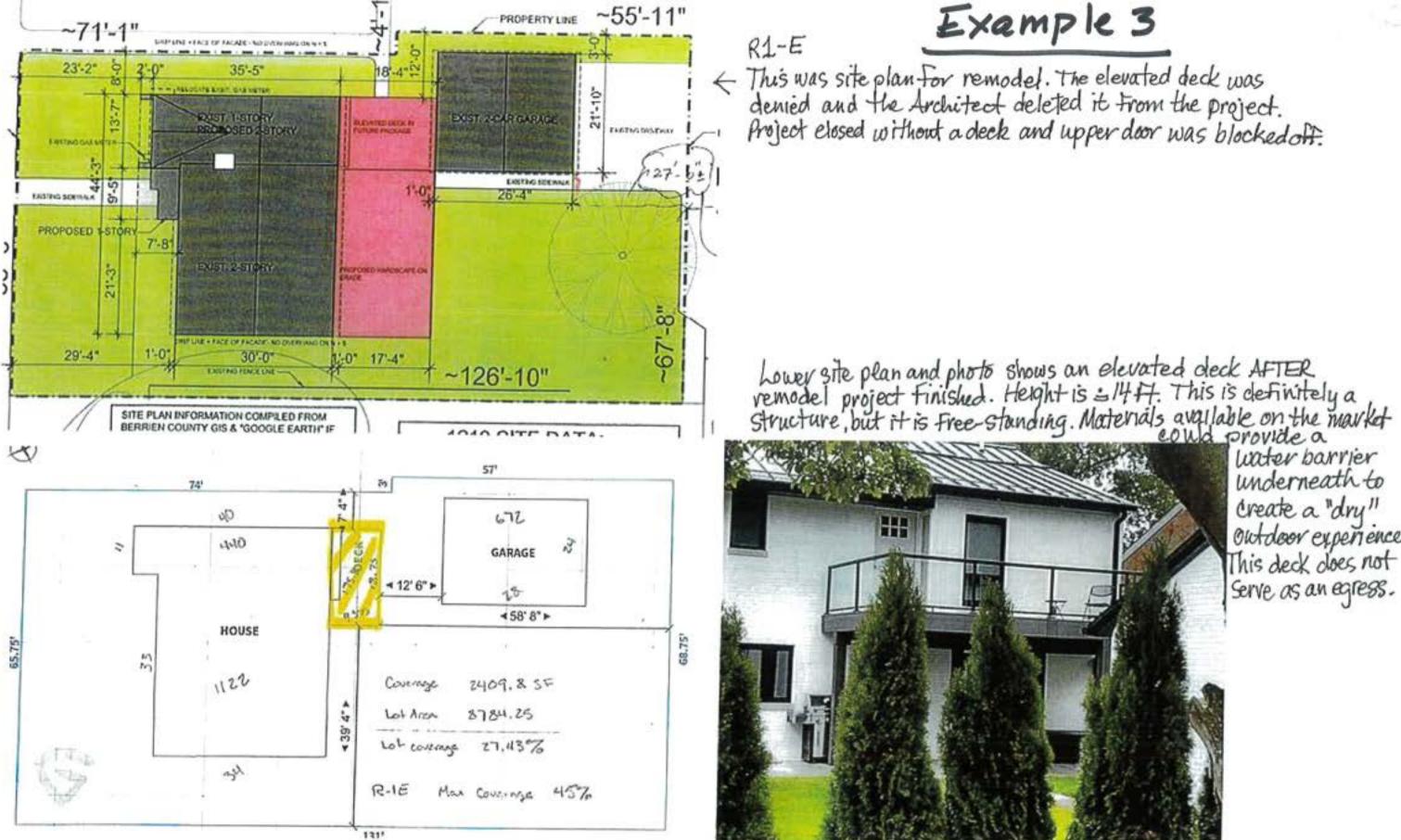
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33x132'= 4356 12' - Example of what would happen if not counted to lot coverage. A deck is a structure. R1-E 45% The deck/balcony was not permitted and date of install not known, sometime after 4-21-1988. This property had 2 existing variances - to build to the South property line and remove the existing Front poveh and enlarge the structure. - Recorded variance was "some 2½ Ft. From South, expanding first floor toward the structure. This lot is now underconstruction for a new build as the existing non-conforming with First Floors of adjacent homes"

Example 2

Packet Pg. 162

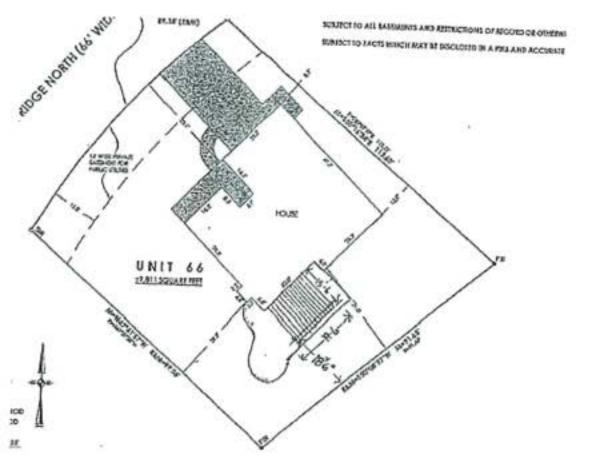


water barrier underneath to create a "dry" outdoor experience. This deck does not Serve as an egress.

13.c







This project received a variance - pergola is a structure attached to the house with Frost-protected depth posts. Pavers create a patrio space that is not included in hot coverage -only the pergola is counted.

Example 4

		_	<u>Lot Coverage</u> ests 2008 - 20			
		<u>ncqu</u>	<u>2024</u>			
Number of properties appearing before ZBA	Total number of individua variance requests	I Property address	Lot coverage variance request with square footages (sf)	Zoning District	Lot size	Lot coverage variance granted
	13	21 904 Lions Park Dr	45% (981.14 sf) to 58.1% (1,267sf)	R1-E	2,178 sf (33 x 66)	Yes
		915 Lions Park Dr	45% (1,960sf) to 53% (2,310 sf)	R1-E	4,356 sf (33 x 132)	Yes
		1105 Lions Park Dr	45% (1,960 sf) to 55.8% (2,451 sf)	R1-E	4,356 sf (33 x 132)	No Action - appeal filed
			<u>2023</u>			
	8	13 621 Lions Park Dr	45% (1,960 sf) to 55% (2,395 sf)	R1-E	4,356 sf (66 x 66)	Yes
			2022		,	
	5	11				
		I	2021			
	7	8				
		1234 Riverwood Terrace	35% (2,310 sf) to 40.3% (2,660 sf)	R1-A	6,600 sf (60 x 110)	
			<u>2020</u>			
	2	2				
			<u>2019</u>			
	12	22 1016 Market St	45% (1,855 sf) to 51.4% (2,118 sf)	R1-E	4,125 sf (33 x 125)	Yes
		508 Court St	45% (1,960 sf) to 51% (2,231 sf)	R2	4,356 sf (33 x 132)	No
		510 Jones St	45% (1,088 sf) to 77.6% (1,876 sf)	R1-E	2,376 sf (36 x 66)	Yes
			2018		_	
	11	23	Rear Yard Lot Coverage - 33% (439.18 sf) to 37%		5,400 sf	
		855 Kingsley Ave	(466.14 sf) 45% (1,656 sf) to 65%	R1-A	3,680 sf	Yes
		803 State St	(2,398 sf)	R1-E	(40 x 92)	Yes
			2017			
	2	4				

			<u>2016</u>			
			2010			
3	6					
			<u>2015</u>			
4	9					
			45% (1,055 sf) to		2,345 sf	
		500 Jones	unknown	R1-E	(35 x 67)	Yes
			2014			
4	7					
			40% (2,000 sf) to		5,000 sf	
		1402 Niles Ave	41.32% (2,250 sf)	R1-C		Yes
			40% (2,160 sf) to		5,400 sf	
		1452 Main St	45.51% (2,457.5 sf)	R1-D	(60 x 90)	Yes
		•	2013			•
7	15					
	13		Rear Yard Lot			
			Coverage - 33% to 55%		4,770 sf	
	141	1319 South State St	- sf unknown	R1-C	(53 x 90)	Yes
	141	1515 50011 51818 51	45% (1,408 sf) to	N1-C	3,128 sf	
		805 State St	59.41% (1,858.4 sf)	R1-E	(34 x 92)	Yes
			•		(34 × 32)	105
			2012			
7	17					
		1010 5	40% (1,908 sf) to 60%		4,770 sf	
		1319 Forres	(2,862 sf)	R1-C	(53 x 90)	No
			<u>2011</u>			
3	3					
			<u>2010</u>			
5	16					
			45% (2,138.4 sf) to		4,752 sf	
		1010 State St	55.69% (2,646.4 sf)	R1-E	(36 x 132)	Yes
			Rear Yard Lot			
			Coverage - 33% to			
			35.8% - sf unknown			Yes
			2009			
1	1					
	2008					
8	15					
			35% (2,100 sf) to		6,000 sf	
		1918 South State St	42.38% (2,542.8 sf)	R1-A	(50 x 120)	Yes
			Rear Yard Lot			
			Coverage - 33% to		5,000 sf	
		525 N Upton Drive	39.2% sf unknown	R1-E	(50 x 100)	Yes
		· ·				

<u>Key:</u>

Parcel does not meet minum lot area requirement for zoning district - 7 of the 19 requests made were are nonconforming parcels.

Review of general information suggests variance request would allow a deck to be installed on the property. In many cases additional variances were needed.

11/20/2024

Attachment: ZBA Summary 2008- 2024 Lot Coverage and Rear Yard Coverage Requests (10316 : Zoning Ordinance Text Amendment - Sections 2.3, 3.9.3, 3.9.7 and

Conclusions based on information from 2008 - 2024			
Total number of properties appearing before ZBA:	Average Annual Number of Properties		
102	Appeariang before ZBA: 6		
	Average Annual Number of Individual request:		
Total number of individual variance requests: 193	11.4		
Total number of Lot Coverage or Rear Yard Coverage	Average Annual Number of Lot Coverage or		
requests: 19	Rear Yard Lot Coverage requests: 1.2 annually		

In 2009, 2011, 2016, 2017, 2020 and 2022 no requests for Lot coverage or Rear Yard coverage variances were were received.

Residential zoning district minimum requirements for lot size and square footage						
and bulk regulations for principal building - Table 5-1 of zoning ordinance						
			_	1		1
<u>District:</u>	<u>R1-A</u>	<u>R1-B</u>	<u>R1-C</u>	<u>R1-D</u>	<u>R1-E</u>	<u>R2 Two Family</u>
Min. Lot Size	6,000 sf	5,000 sf	5,000 sf	5,000 sf	4,000 sf	4,000 sf
Min. Lot Width	60'	44'	44'	44'	33'	33'
Max. Building						
Height - mean						
roof line	35'	35'	35'	35'	35'	35'
Min. Front/						
Secondary Front	t					
Building						
Setback*	30'	25'	20'	15'	10'	10'
				7' or not	7' or not	
Min. Side	7' or not less			less than 5'	less than	
Building	than 5' if wall	7' or not less than 5'	7' or not less than 5' if	if wall is fire	5' if wall is	7' or not less than 5'
Setback	is fire rated	if wall is fire rated	wall is fire rated	rated	fire rated	if wall is fire rated
Min. Rear						
Building						
Setback	30'	30'	30'	30'	30'	30'
Max. Lot						
Coverage	35%	10%	40%	40%	45%	45%

* The zoning ordinance allows front building location to be averaged to allow a decreased front building setback. In addition, an exception was adopted in March 2022 to allow stairs and landings to extend into the required front building setback.

Accessory strue	cture requirem	ents - Section 3.9 of the zoning ordinar
Max. Rear Yard Lot Coverage (Total Lot coverage is also calculated):	33% of actual rear yard area	
Min. Separation from Principal Building (with exceptions):	10'	
Min. Side Building Setback in Rear Yard:	5'	
	5' or 1' if accessed	
Min. Rear Building Setback:	via alley	1
Max. Bulding Height:	14' mean roof line	

Garden Wall (proposed term) examples



Garden wall in front yard with fencing



Garden wall in front yard with metal fencing



Garden wall in front yard and public ROW



Garden wall with fencing at entrance



Garden wall adjacent to building



Brick garden wall with white structure behind



51" tall Garden wall same level as front porch

Garden wall with fencing and metal fencing



Garden wall adjacent to dwelling



Garden wall at front lot line - no grade issue



Garden wall at front lot line – no grade issue



Garden wall adjacent to front porch

Garden Wall (proposed term) examples





Garden wall (wood boxes)



Garden wall at front porch

Garden wall



Garden wall at front porch



Garden wall at front porch



Garden wall at front porch



13.e



Corrugated metal tub raised

Recycled shed

Garden wall with fencing and door





Raised garden bed



Garden wall – cinder bloc



Corrugated metal garden wall with wood raised



Recycle pallet – garden wall

Retaining Wall Examples – holding back natural grade or mass grading changes



Landscape block retaining wall

Concrete retaining wall



Landscape block retaining wall





Concrete retaining wall



Landscape block two-tiered retaining wall





Retaining wall examples – holding back natural grade or mass grading changes



Concrete retaining wall

Limestone retaining wall



Rock and concrete retaining wall



Landscape block retaining wall



Landscape block retaining wall – grade changes

Concrete retaining wall

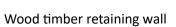


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Retaining wall examples – holding back natural grade or mass grading changes



Landscape block retaining wall with fence





Wood timber retaining wall

Brick retaining wall with fencing



Rock retaining wall



Retaining wall examples – holding back natural grade or mass grading changes



Wood timber retaining wall with fence

Limestone retaining wall



Landscape block retaining wall



Concrete retaining wall with front yard fence

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

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:

1. 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 or 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 may be located in the front or secondary front yards when located outside of the required 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.

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.

5. 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.

Ordinance to Amend ZO_Landscaping12092024Final

Agenda Item

TO:	Members of the St. Joseph City Commission
FROM:	Kristen Gundersen, Community Development Director
RE:	Zoning Ordinance Text Amendment - Sections 4.6.3, 4.6.4, 11.12.22 - Allow Medium/Heavy Social Institutions as a permitted use in the CO Districts on the street level/first floor - Curious Kids' Museum - First Reading
MEETING DATE:	January 13, 2025

Background Information/Request

Curious Kids' Museum is requesting approval of amendments to Sections 4.6.3 – Table 4-1, 4.6.4 – Table 4-2 and Section 11.12.22 of the zoning ordinance as it relates to "medium/heavy" Social Institutions in the CO Commercial Office Districts. At the present time, "medium/heavy" Social Institutions are considered a conditional use in the CO and D Districts when not located on the street level/first floor. The proposed amendment would allow "medium/heavy" Social Institutions as a permitted use similar to the C Commercial Business and I-1 Light Industrial Districts on the street level/first floor.

Curious Kids' Museum ("CKM") is looking at expanding into the vacant building at 601 Main Street which previously housed the Heritage Museum and Cultural Center, located in the CO-A Commercial Office District.

City staff reviewed the property file for 601 Main Street. No special land use approvals were found and staff concluded the proposed new use could not fall under Article XXI Nonconforming Uses as the nonconformity shall not be enlarged, expanded or extended, including extension of hours of operation, unless the change is in compliance with all requirements of the ordinance.

Planning Commission Recommendation

On January 2, 2025, the Planning Commission conducted a public hearing where the applicant explained the requested text amendment. The Commission deliberated about the request, discussed the location of other CO Commercial Office Districts which could now have "medium/heavy" Social Institutions on the street level/first floor of a building, the rationale behind not allowing Social Institution use on the street level/first floor in the Commercial Office District, and examples of potential Social Institutions. In addition, the Planning Commission discussed whether there were options that did not require a text amendment, such as rezoning the property to a Commercial district, whether it could be a planned unit development, and whether the applicant's use was considered a Public Building use requiring a special use permit.

The zoning map was included in the January 2, 2025 Planning Commission agenda packet along with a description of the four general areas where CO Districts are located. Based on the location of the property and surrounding zoning districts, rezoning this parcel to another district could be difficult and the proposed use does not meet the requirements for a planned unit development. Lastly, the Public

Buildings use category was reviewed but it was determined that it applied to city owned or publicly owned and operated entities; the applicant is a private nonprofit. The Planning Commission concurred that the text amendment seemed to be the most appropriate option and saw no negative impact in allowing Social Institution use on the street level/first floor in Commercial Office Districts.

While not part of the request, a discussion took place regarding the nonconforming parking situation on the property, and whether CKM would be able to meet parking requirements. Based on information available, it was concluded that CKM's use would likely generate a lower parking need. The applicant also stated they are working on obtaining a long-term lease for the adjacent parking lot, which is owned by a religious institution to the east. The anticipated lease arrangement is similar to what the previous occupant had in place.

No audience members spoke and the Planning Commission unanimously recommended approval of the proposed changes to the zoning ordinances as presented by a vote of 7-0.

Code Provisions for Amendments

Article XXII Amendments provides the purpose, process and review factors to be reviewed when either a map (rezoning) or text amendment is proposed.

Below is Section 22.3 Factors to Consider on Rezonings. In reviewing any application for an amendment, the Planning Commission shall evaluate all factors relevant to the application. The Planning Commission may solicit information from public agencies or from individuals or firms with relevant experience. The factors to be considered shall include, but are not limited to, the following:

- . What conditions related to the application have changed since the Zoning Ordinance was adopted which justify the proposed amendment?
- . What are the possible precedential effects which might result from the approval or denial of the application?
- . What is the potential impact of the proposal on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future?
- Does the proposed amendment adversely affect environmental conditions, the character of, or the likely value of property?
- . Does the proposed District change comply with the adopted City Comprehensive Plan? (If not, and if the proposed amendment is reasonable in light of all other relevant factors, then the Comprehensive Plan should be amended before the proposed zoning amendment is approved.)
- . If a specific property is involved, can the property in question be put to a reasonable economic Use in the zoning District in which it is presently located?
- . Is another procedure, such as a Variance, Special Use, Planned Unit Development, or hardship Planned Unit Development a more appropriate alternative than the proposed amendment?

ACTION.

Attached is the draft adopting ordinance along with the redline version showing the changes and an excerpt from the January 2, 2025 Planning Commission agenda packet and draft meeting minutes. The City Commission is not required to conduct a public hearing on the proposed changes. Please consider the

request as presented and review the criteria found in Section 22.3 Factors to Consider on Rezonings (the 7 factors are listed above). If the City Commission approves the first reading of the draft Ordinance, a second reading would take place during the February 3, 2025 City Commission meeting. If approved, the Ordinance would become effective ten days later.

If the City Commission concurs with the Planning Commission's recommendation, the following motion can be used:

To approve the first reading of an Ordinance to amend Article IV, Sections 4.6.3 Table 4-1 and 4.6.4 Table 4-2 and Article XI, Section 11.12.22 as they relate to "medium/heavy" Social Institutions in the CO Commercial Office District 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.

ATTACHMENTS:

- Redline Draft Language CO District (PDF)
- 01022025 Jan 2 PC excerpt text amend CO District (PDF)
- Draft excerpt of Jan 2 2025 Planning Commission meeting minutes (PDF)

14

ZONING ORDINANCE TEXT AMENDMENT - SECTIONS 4.6.3, 4.6.4, 11.12.22 - ALLOW MEDIUM/HEAVY SOCIAL INSTITUTIONS AS A PERMITTED USE IN THE CO DISTRICTS ON THE STREET LEVEL/FIRST FLOOR - CURIOUS KIDS' MUSEUM - FIRST READING

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Page 4

Sec. 4.6. Definitions of use classes and authorized uses.

4.6.3. Use Classes, Definitions, and Examples of Uses Permitted. Table 4-1 presents land use classes, definitions and examples of uses permitted.

Tab	le	4-1	

Classes, Definitions and Examples of Uses Permitted						
USE CLASSES AND	EXAMPLES OF USES	PERMITTED DISTRICTS				
DEFINITIONS	PERMITTED					
Social Institutions A social institution is a privately owned or operated facility which is designed, constructed, or used to provide service of a public, nonprofit, or charitable nature to the people of the community on an ongoing basis (not just special events). Social institutions include privately owned or operated facilities which provide education or instruction in any branch of knowledge. Social institutions may have offices, meeting, instruction, food preparation or serving	Light/Office: Facilities to house charitable, eleemosynary or philanthropic organizations such as United Way, Red Cross, Salvation Army that primarily use space for office operations. <u>Medium/Heavy:</u> Centers for social activities such as neighborhood, community or senior centers. Military schools; business, trade and vocational schools (not construction equipment or large vehicles); art, music and dance schools; drivers' training (not large vehicles); institutions for higher education; auditoriums and	Light/Office: "P" in C, CO, I-1 "C" in D (not on street level/first floor) "PUD" in R1, R2, R3 (when use is not an office use) <u>Medium/Heavy:</u> "P" in C, <u>CO</u> , I-1 "C" in CO , D (not on street level/first floor) "PUD" in R1, R2, R3 (when the use is not an office use)				
areas, and athletic facilities as Accessory Uses.	other places for public assembly; soup kitchens.					

4.6.4.

Authorized Uses Table. Table 4-2 presents land uses and use classes permitted by district and the type of approval required.

Table 4-2

City of St. Joseph Authorized Uses

Land Uses: Principal by Use Category	R1	R2	R3	CO	D	С	11	12	OS	W
PUBLIC/SEMI-PUBLIC USES										
Public Buildings, City-Owned	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р
Public Buildings, Owned by other than the City of St. Joseph	S	S	S	S	S	S	S	S	S	PUD
Educational Institutions	C	С	С							
Essential Services	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р
Facilities for the Dead	С	С	С			С	С	С		
Medical Service Establishments, Small				С	С	Р				
Medical Service Establishments, Large	PUD	PUD	PUD			S				
Parking Facilities				Р	С	Р	Р	Р		PUD
Religious Institutions	С	С	С	С	С	С	С	С		С
Social Institutions, Light/Office	PUD ⁹	PUD ⁹	PUD ⁹	Р	С	Р	Р			
Social Institutions, Medium/Heavy	PUD ⁹	PUD ⁹	PUD ⁹	<u>← P</u>	С	Р	Р			
Social Institutions				С	С	Р	Р			
Utility and Public Service Installations, Heavy							Р			
Utility and Public Service Installations, Light	S	S	S	S	S	S	Р	S	S	S

C= Conditional Use; P = Permitted Use; and S = Special Use; see Section 4.4.2. PUD = Planned Unit Development, see Article XIII.

Reference Notes:

1—Garages and sheds must be located off the alley.

2—Permitted only in the rear yard.

3—Not permitted in any front yard or secondary front yard.

4-Not permitted in side yard facing a residential district, even if across the street. 5-Must be screened from adjacent residential properties.

6-Off-street parking in the D Downtown District not owned or operated by the city is a conditional use, under the same requirements as parking facilities (see 11.12.15).

7—The residential dwelling unit must be authorized under this ordinance, or a nonconformity; the special use allows the short-term rental use of that dwelling unit.

8—The residential dwelling unit must be authorized under this ordinance, or a nonconformity; the conditional use allows the short-term rental use of that dwelling unit.

9—When the use is not an office use.

(Ord. of 9-12-16(1), §§ 1—5; Ord. of 11-14-16(1), §§ 1, 2; Ord. of 1-22-18(1), §§ 1—4; Ord: No. 2024-5, §§%, 37, 23-248-22; Ord. No. 2024-1, § 1, 1-8-24) (Supp. No. 13)

Sec. 11.12. - Standards for special and conditional uses.

The following standards apply to special and conditional uses permitted in this ordinance, in addition to any other applicable standard or regulation:

11.12.22. Social Institutions. Social institutions, light/office, are permitted as a conditional use in the D Downtown District so long as such uses are not located at street level or on the first floor of a building. Social institutions, medium/heavy, are permitted as a conditional use in the CO Commercial Office and D Downtown districts so long as such uses are not located at street level or on the first floor of a building.

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

AGENDA January 2, 2025 4:30 PM

Zoom Webinar ID 831 7515 6929 at www.zoom.us This meeting will be held in person. Comments will not be received via Zoom. Persons wishing to speak should be present in person. The public can view the meeting at the website above on computer or mobile device, or by calling 312.626.6799 or 877.853.5247 toll free. Telecommunications relay services to assist individuals with disabilities are available by call 711, provide Zoom Webinar ID to the relay operator. There is no charge.

Call to Order

Approval of Meeting Minutes

- 1. Regular Minutes of Thursday, November 07, 2024
- 2. Special Meeting Minutes of Monday, November 18, 2024

New Business

- 3. 425 State Street US Signcrafters Ziker Cleaners Special Approval Sign Greater than 32 square feet 2 signs (actual size 67 square feet each)
- 4. 420 Anchors Way LDS Properties LLC Specail Approval of Sign Greater than 32 square feet (actual size 80 square feet)
- 5. Public Hearing Curious Kids' Museum Text Amendment to Sections 4.6.3 Table 4-1 and 4.6.4 Table 4-2 and Section 11.12.22 to allow Medium/Heavy Social Institutions as a permitted use in the CO Districts
- 6. Public Hearing 101 Broad Street Anne Reitz Wally and Gertz Amendment to Planned Unit Development with Waivers Expansion of Concession Area

Old Business

- 7. Mechanical Equipment Sections 2.3, 3.9.3. and 21.7 of Zoning Ordinance Discussion 3
- 8. Parking Standards Section 18.2.7.C Table 18-1 Discussion

Public Comments

Adjournment

Agenda Item

TO:	Planning Commission
FROM:	Kristen Gundersen, Community Development Director
RE:	Public Hearing - Curious Kids' Museum - Text Amendment to Sections 4.6.3 - Table 4-1 and 4.6.4 - Table 4-2 and Section 11.12.22 to allow Medium/Heavy Social Institutions as a permitted use in the CO Districts
MEETING DATE:	January 2, 2025

<u>Request</u>

Curious Kids' Museum is requesting approval of amendments to Sections 4.6.3 – Table 4-1, 4.6.4 – Table 4-2 and Section 11.12.22 of the zoning ordinance as it relates to "medium/heavy" Social Institutions in the CO Commercial Office Districts. At the present time, "medium/heavy" Social Institutions are considered a conditional use in the CO and D Districts when not located on the street level/first floor. The proposed amendment would allow "medium/heavy" Social Institutions as a permitted use similar to the C Commercial Business and I-1 Light Industrial Districts on the street level/first floor.

Curious Kids' Museum is looking at expanding into the vacant building at 601 Main Street which previously housed the Heritage Museum and Cultural Center. While city staff was discussing with the proposed new use of the property at 601 Main Street property, the property file was reviewed. No special land use approvals were found in the property file and staff concluded the proposed new use could be allowed under Article XXI Nonconforming Uses as a nonconforming shall not be enlarged, expanded or extended, including extension of hours of operation, unless the change is in compliance with all requirements of the ordinance.

The existing building was constructed after a 1994 fire destroyed the original building. News articles in the file found in the 1990's suggested the center would hold concerts, plays, receptions and rental office space for non-profit cultural organizations. Based on the new building design, the first-floor reception area could host 189 guests and was used as a banquet facility and five smaller areas of the building for meeting space or exhibits for an addition approximate 200 people based on the occupant loads.

During staff review and discussion, it was believed Curious Kids' Museum expansion at 601 Main Street fell under Use Class "Public Buildings" and a special use permit would be required because it is not city owned, however, after further review and discussion, staff concluded "Public Buildings" more align with governmentally owned and operated facilities rather than a nonprofit use which falls into the Use Class Social Institutions. Table 4-1 Social Institutions – Medium/Heavy requires a conditional use and prohibits the use on street level/first floor of the

building. As such, a text amendment is needed to allow the proposed expansion to move forward. The applicant is proposing another children's museum at this location.

Zoning Ordinance

Since the adoption of the zoning ordinance in January 2007, the Use Class – Social Institutions has been amended twice. In September 2016 in anticipation of future requests at the Krasl Art Center at 707 Lake Blvd city staff requested an amendment to add the following language: "PUD" in R1, R2 and R3 (when the Use is not an office Use).

The second amendment was requested by Area Agency on Aging in late 2017 after they purchased a building in the CO-A District to allow Social Institutions in the CO districts as a permitted use rather than a conditional while not located on street level/first floor. The Planning Commission recommended and the City Commission approved the current language which modified the "example of uses" and "permitted districts" into a "light/office" and permitted in CO and a "medium/heavy" use which remained as a conditional use in the CO District not on the street level/first floor.

Attached are excerpts from the 2007 zoning ordinance 2016 redline language amendment and redline the 2017/2018 redline language amendment and City Commission memorandum which summarized comments and concerns expressed regarding the proposed amendment.

Zoning Map

Attached is a copy of the current Zoning Map which depicts the location of the CO-A and CO-B Commercial Office District properties. Following is a brief overview of the four different geographic areas that are located in either the CO-A or CO-B Commercial Office District:

- Area between Gard Street on the north and along Hilltop Road to the south and between Lakeshore Drive and Division Street there are thirteen properties located in the CO-A Commercial Office District. The tenants range from financial institutions, general office to medical providers along with a religious and social institution and a research center. Staff is aware of one large building listed for sale.
- 2. Area between Broad and Park Streets along Main Street is located in the CO-A Commercial Office District. There are fifteen properties within this area consisting of two religious institutions, Berrien County administrative building, two general office buildings, several structures originally designed as dwellings and converted to office space many years ago. In early 2024, one parcel was rezoned to the D Downtown District to allow for a new land use. In July 2024, the MS-OD Main Street Overlay District was adopted which allows residential dwellings on the first floor/street level in the CO and C Districts along Main Street.
- 3. Area between St. Joseph River and Broad Street to the north and south and between Wayne and Court Streets are properties in the CO-B Commercial Office District. There are 26 parcels consisting of a religious institution, Berrien County courts jail facility and surface parking lot, 3 city owned surface parking lots and public safety building, six residential buildings and 10 multi-tenant office buildings. In the past there have been 4

14.b

Page 2

14.b

properties that requested a map amendment from CO-B to D Downtown District to allow for additional land use options.

4. Area between Momany Drive on the north and the railroad tracks to the south and between M-63 and Upton Drive. There are five parcels located in the CO-A Commercial Office District. Two parcels consist of multi-tenant office buildings and remaining parcels are occupied by Whirlpool with office and research centers.

Code Provisions for Amendments

Article XXII Amendments provides the purpose, process and review factors to be reviewed when either a map (rezoning) or text amendment is proposed. Please note, this does not pertain to Section 8-140 Flood Hazard Areas found in the Code of Ordinances.

Below is Section 22.3 Factors to Consider on Rezonings: In reviewing any application for an amendment, the Planning Commission shall evaluate all factors relevant to the application. The Planning Commission may solicit information from public agencies or from individuals or firms with relevant experience. The factors to be considered shall include, but are not limited to, the following:

- . What conditions related to the application have changed since the Zoning Ordinance was adopted which justify the proposed amendment?
- . What are the possible precedential effects which might result from the approval or denial of the application?
- . What is the potential impact of the proposal on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future?
- . Does the proposed amendment adversely affect environmental conditions, the character of, or the likely value of property?
- . Does the proposed District change comply with the adopted City Comprehensive Plan? (If not, and if the proposed amendment is reasonable in light of all other relevant factors, then the Comprehensive Plan should be amended before the proposed zoning amendment is approved.)
- . If a specific property is involved, can the property in question be put to a reasonable economic Use in the zoning District in which it is presently located?
- . Is another procedure, such as a Variance, Special Use, Planned Unit Development, or hardship Planned Unit Development a more appropriate alternative than the proposed amendment?

ACTION.

Conduct a public hearing. The public hearing notice appeared in the Herald Palladium on December 17, 2024. No written comments had been received as of Friday, December 20, 2024.

Consider the request as presented and review the criteria found in Section 22.3 Factors to Consider on Rezoning's (the 7 factors are listed above can also be used to review text amendments).

Following is a motion to recommend approval of the proposed text amendments to the zoning ordinance and code of ordinances as submitted.

"...move to recommend approval of the proposed amendment to Article IV Sections 4.6.3 – Table 4-1 and 4.6.4 – Table 4-2 and Article XI Section 11.12.22 to allow Medium/Heavy Social Institution uses as a permitted use in the CO Districts rather than a conditional use 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."

Once a formal recommendation is made by the Planning Commission a draft adopting ordinance will be created and forwarded to the City Commission for action.

ATTACHMENTS:

- Table 4-1 Social Institutions 2007 2016 Redline and 2017-2018 Redline and memo (PDF)
- Zoning Map Oct 2024 (PDF)
- Application Text Amendment Institutional Uses in CO District on Stsreet Level-First Floor (PDF)

USE CLASSES & DEFINITIONS		
Single-family Dwelling A Building containing not more than one Dwelling Unit used, intended or designed to be used as the home or residence of one family. Includes site constructed, modular and manufactured dwellings for a single family.	Single-Family Dwelling, site condominium, Apartment unit. Child Care Center/Day Care Center with not more than six (6) Persons, Family Day Care homes with not more than six (6) Persons, Group Day Care homes with not more than six (6) Persons, Adult foster care facilities with not more than six (6) Persons.	"P" in R1, R2, R3 "C " in D (not on street level/ first floor) "C" in C, CO (not on street level/first floor, and not more than 67% of total floor area of Building) "PUD" in W
	Other housing similar to and compatible with the above housing. Mobile Home	"P" in R3
Social Institutions A social institution is a privately owned or operated facility which is designed, constructed, or used to provide service of a public, nonprofit, or charitable nature to the people of the community on an ongoing basis (not just special events). Social institutions include privately owned or operated facilities which provide education or instruction in any branch of knowledge. Social institutions may have offices, meeting areas, food preparation or serving areas,	Facilities to house charitable, eleemosynary or philanthropic organizations such as United Way, Red Cross, Salvation Army, as well as centers for social activities such as neighborhood, community or senior centers; military schools; business, trade and vocational schools (not construction equipment or large vehicles); art, music and dance schools; drivers' training (not large vehicles); institutions for higher education; auditoriums and other places for public assembly; soup kitchens.	"P" in C, I-1 "C " in CO, D (not on street level/first floor)
and athletic facilities as Accessory Uses. Two-Family Dwelling A Building containing not more than two Dwelling Units, each designed and used exclusively as the home, residence or sleeping place of one family. An ECHO Unit approved	A duplex; a Building with two dwellings constructed side-by-side, front-to-back, over and under, or some combination of the above. Can be new construction or modification of an existing Structure provided each dwelling is separate. Other housing with only two units similar to and compatible with the above housing.	 "P" in R2, R3 "C" in D (not on street level/ first floor) "C" in C, CO (not on street level/first floor, and not more than 67% of total area of Building) "PUD" in W

Excerpt - 2016 Text Amendment Realine changes

	Large: Hospitals. Other establishments similar to and compatible with the above establishments.	Large: "S PUD " in C, R1, R2, R3
Social Institutions A social institution is a privately owned or operated facility which is designed, constructed, or used to provide service of a public, nonprofit, or charitable nature to the people of the community on an ongoing basis (not just special events). Social institutions include privately owned or operated facilities which provide education or instruction in any branch of knowledge. Social institutions may have offices, meeting areas, food preparation or serving areas, and athletic facilities as Accessory Uses.	Facilities to house charitable, eleemosynary or philanthropic organizations such as United Way, Red Cross, Salvation Army, as well as centers for social activities such as neighborhood, community or senior centers; military schools; business, trade and vocational schools (not construction equipment or large vehicles); art, music and dance schools; drivers' training (not large vehicles); institutions for higher education; auditoriums and other places for public assembly; soup kitchens.	"P" in C, I-1 "C " in CO, D (not on street level/first floor) <u>"PUD" in R1, R2, R3</u> (when the Use is not an office Use)

- Article IV, Section 4.6.4, Table 4-2 Authorized Use Table within the category labeled Public/Semi-Public Uses is hereby amended
- 4. Article IV, Section 4.6.4, Table 4-2 Authorized Use Table, within the category labeled Public/Semi-Public Uses is hereby amended

4.6.4 Authorized Uses Table: Table 4-2 presents land uses and Use classes permitted by District and the type of approval required.

Attachment: Redline draft ordinance - current code and proposed final ordinance draft (3056 : Zoning Ordinance Text Amendment - First

14.b

2017/2018 text amendment. Red line recommended and approved changes with city commission memorandum.

<u>OPTION 1</u> – creates a permitted and conditional use class with conditions use on the street level or on the first floor of a Building in the CO Commercial Office Districts. <u>New language</u> depicted in red and underlined. Existing language to be removed is striken.

Article IV – Official Zoning Map, Zoning Districts an	d Authorized Uses
-------------------------------------------------------	-------------------

USE CLASSES & DEFINITIONS	EXAMPLES OF USES PERMITTED	PERMITTED DISTRICTS
Social Institutions A social institution is a privately owned or operated facility which is designed, constructed, or used to provide service of a public, nonprofit, or charitable nature to the people of the community on an ongoing basis (not just special events). Social institutions include privately owned or operated facilities which provide education or instruction in any branch of knowledge.	Light/Office: Facilities to house charitable, eleemosynary or philanthropic organizations such as United Way, Red Cross, Salvation Army that primarily use space for office operations. <u>Medium/Heavy:</u> Centers for social activities such as neighborhood, community or senior Military schools; business, trade and vocational schools (not construction equipment or large vehicles); art, music and dance schools; drivers' training (not large vehicles); institutions for higher education; auditoriums and other places for public assembly; soup kitchens.	Light/Office: "P" in C, <u>CO</u> , I-1 "C " in CO, D (not on street level/first floor) "PUD" in R1, R2, R3 (when the Use is not an office Use) <u>Medium/Heavy:</u> "P" in C, I-1 "C " in CO, D (not on street level/first floor) "PUD" in R1, R2, R3 (when the Use is not an office Use)

Section 4.6.4	City	f Q4	oponk	٨٠٠٩٢		able 4-		化二氟二乙酸		
Land Uses: Principal by Use Category	R1	R2	oseph R3	co	D	C	I1	12	os	W
PUBLIC/SEMI-PUBLIC USES	Aginta Per	10	1.10.1		1.1.1.1	100				and the second
Social Institutions, Light/Office	PUD 9	PUD ⁹	PUD ⁹	<u>e P</u>	с	Р	Р			首州部制建立
Social Institutions, Medium/Heavy	PUD 9	PUD ⁹	PUD ⁹	С	с	Р	Р			

Article XI – Special and Conditional Use Regulations 11.12.22 Social Institutions

Social institutions, are permitted as a Conditional Use in the CO Commercial Office and D Downtown Districts so long as such uses are not located at street level or on the first floor of a Building.

Social Institutions, Light/Office, are permitted as a Conditional Use in the D Downtown District so long as such uses are not located at street level or on the first floor of a Building.

Social Institutions, Medium/Heavy are permitted as a Conditional Use in the CO Commercial Office and D Downtown Districts so long as such uses are not located at street level or on the first floor of a Building. 4.14.a

14.b

Attachment: Redline Changes Recommended by Planning Commission - Text Amendment - Area Agency on Aging (4034 : Text Amendment to

Packet Pg. 64





14.b

Agenda Item

то:	Members of the St. Joseph City Commission
FROM:	Kristen Gundersen, Community Development Director
RE:	Text Amendment to Section 4.6.3, 4.6.4, 11.12.22 of the Zoning Ordinance related to Social Institutions in the CO-A and CO-B Commercial Office Districts - Area Agency on Aging - Second and Final Reading of Ordinance
MEETING DATE:	January 22, 2018

You will recall the City Commission previously considered this ordinance amendment at the January 8, 2018 regular meeting and unanimously approved the first reading. Information from the December 7, 2017 and January 4, 2018 Planning Commission meetings have not been included in this packet for brevity but continue to be available to the City Commission and to the public as part of the January 8, 2018 City Commission meeting packet. The draft adopting ordinance and redlined version of the proposed changes is attached.

Background Information/Request.

The Area Agency on Aging (AAA) is proposing a text amendment to several sections of the Zoning Ordinance as it relates to Social Institutions in the CO Commercial Office District. The Area Agency on Aging has operated the facility at 2900 Lakeview Avenue which is located in the R1-A Single-Family Residence District. This facility is also used by PACE and SeniorNet and no changes are proposed to this facility.

In late 2016, the Area Agency on Aging purchased the adjacent property located at 2920 Lakeview Avenue which is located in the CO-A Commercial Office District and was previously home to Honor Credit Union. City staff meet with different representatives regarding the 2900 and 2920 Lakeview Avenue properties and strongly suggested that a pre-submittal meeting take place once the use of the building at 2920 Lakeview Avenue was determined. A building permit to demo portions of the inside of the structure was submitted and issued.

After discussion with the City Attorney and City Manager, the Zoning Administrator determined that the use of the building must be considered as a Social Institution. However, Table 4-1 and Section 11.12.22 of the Zoning Ordinance states that "Social Institutions are Conditional Uses in CO, D Districts (not on street level/first floor). The building at 2920 Lakeview Avenue is one-story with a finished basement.

Staff met with the applicant in October to discuss the zoning issue. There seemed to be some question whether the use was simply as an office establishment or social institution. Staff has determined that the use is not limited to office because classroom space and a large meeting room are proposed. The classroom space is planned to be used by SeniorNet to teach computer skills to older individuals and the large meeting room for outside speakers and users. Both uses are considered consistent with that of a "social institution". City staff agreed to allow work to continue on the building, a portion of the structure

Updated: 1/18/2018 6:38 AM

Page 1

Packet Pg. 58

is being used as office space; however, the areas designated as classroom space and the large meeting room cannot be completed or used until the zoning issue is resolved. Two options were suggested during this meeting: 1) request a text amendment to the Zoning Ordinance to allow social institutions on the ground floor in the CO Districts; or 2) move the classroom space and large meeting room back into the existing facility located at 2900 Lakeview Avenue.

Planning Commission Recommendation.

On December 7, 2017, the Planning Commission conducted and closed a public hearing on a request from the Area Agency on Aging to amend portions of the zoning ordinance associated with Social Institutions in the CO Commercial Office District. The zoning ordinance currently does not allow Social Institutions at street level or on the first floor of a building and requires a conditional use permit be issued for those on the second floor (the established condition for the conditional use permit). Below are the comments and concerns expressed regarding the proposed amendment:

- 1. There was concurrence that the rules for the D Downtown District should remain the same.
- 2. The purpose of the CO District is to provide a buffer between commercial/industrial zoning districts and residential districts.
- 3. Many of the examples stated provide services to the aged and disabled and should be able to have facilities on the ground floor which is more accessible rather relying on staircases and elevators to gain access to space on upper levels.
- 4. Social Institutions should not be treated differently than office or commercial uses in the CO Commercial Office District.
- 5. There are some uses described under the Social Institutions heading that should not be allowed by right on the ground floor in the CO Commercial Office district.
- 6. It was unknown if the current ground floor prohibition was to encourage and strengthen commercial uses in the CO district, even though the uses are allowed in the C District.
- 7. Concern was expressed regarding soup kitchens and truck driving schools that might negatively impact an area, especially if there were several in close proximity to others.

After much discussion, the applicant requested that the item be continued to the January 4, 2018 meeting to allow staff the opportunity to draft alternative language that addresses the comments made. No written comments have been received regarding the proposed text amendment.

On January 4, 2018, the Planning Commission continued its discussion of the proposed text amendment and reviewed three optional amendments that staff drafted. The applicant was the only person attending the meeting for this item. There was some discussion regarding Social Institutions in the D Downtown District because other office uses are permitted by right on the first floor, however, the application made was for amendments to the CO District. The Planning Commission asked that be reviewed as part of the review process when working on the Downtown Plan. The Planning Commission asked the applicant its opinion regarding the three options provided. Arunas Rumsa, on behalf of the applicant stated they preferred that some social institution use be permitted on the first or ground floor in a CO District, and that option 1 was the clearest. Under option 1 the Area Agency on Aging proposed uses would fall into the "Light/Office" use and would be permitted.

The Planning Commission unanimously recommended approval of "Option 1" from the January 4th packet which used the existing list of "examples of uses permitted" and created two types "Light/Office and "Medium/Heavy" based on intensity or impact of the use. Uses considered "Light/Office" would

4.14

14.b

now be permitted on street level or the first floor of a building in the CO Commercial Office District. The uses considered "Medium/Heavy" would not be allowed on the street level or the first floor of a building in the CO Commercial Office District.

Ordinance Regulations.

Article XXII "Amendments" of the Zoning Ordinance provides the purpose, process and review criteria to be used when either a map (rezoning) or text amendment is proposed.

Below is Section 22.3 Factors to Consider on Rezonings: In reviewing any application for an amendment, the Planning Commission shall evaluate all factors relevant to the application. The Planning Commission may solicit information from public agencies or from individuals or firms with relevant experience. The factors to be considered shall include, but are not limited to, the following:

- A. What conditions related to the application have changed since the Zoning Ordinance was adopted which justify the proposed amendment?
- B. What are the possible precedential effects which might result from the approval or denial of the application?
- C. What is the potential impact of the proposal on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future?
- D. Does the proposed amendment adversely affect environmental conditions, the character of, or the likely value of property?
- E. Does the proposed District change comply with the adopted City Comprehensive Plan? (If not, and if the proposed amendment is reasonable in light of all other relevant factors, then the Comprehensive Plan should be amended before the proposed zoning amendment is approved.)
- F. If a specific property is involved, can the property in question be put to a reasonable economic Use in the zoning District in which it is presently located?
- G. Is another procedure, such as a Variance, Special Use, Planned Unit Development, or hardship Planned Unit Development a more appropriate alternative than the proposed amendment?

Action.

No public hearing is required. As with other ordinance amendments, two readings by the City Commission are required, and if approved the ordinance takes effect ten days after the second reading. This ordinance received a first reading by the City Commission on January 8, 2018.

Please consider the request as presented and review the criteria found in Section 22.3 Factors to Consider on Rezonings (the 7 standards are listed above can also be used to review text amendments).

Requested Action: Please approve the second reading of the ordinance to amend the zoning ordinance, with the following proposed motion:

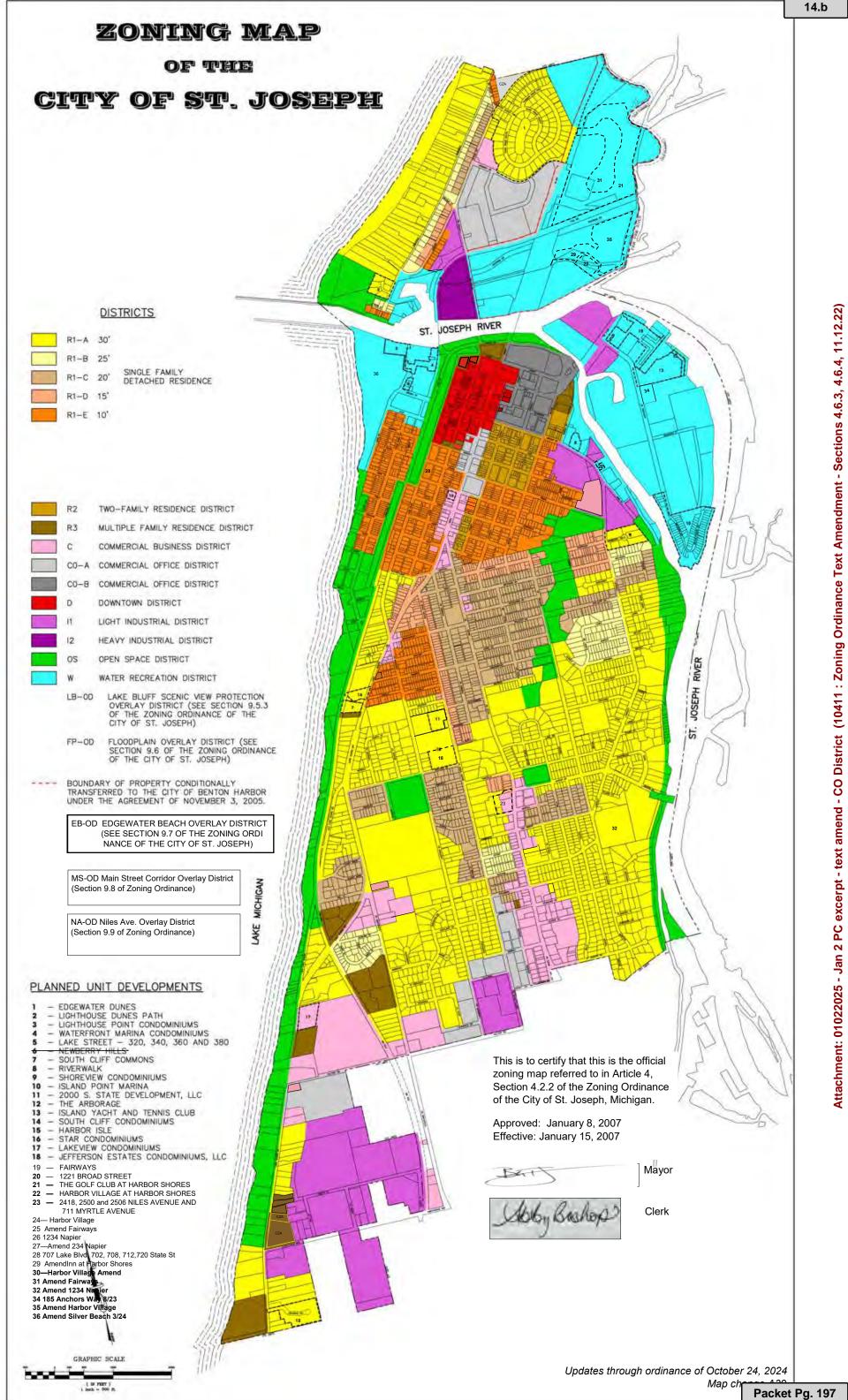
"...move to approve the first reading of the Ordinance to amend Sections 4.6.3 (Table 4-1), 4.6.4 (Table 4-2) and Section 11.12.22 as it relates to Social Institutions in the CO Commercial Office Districts of the Zoning Ordinance of the City of St. Joseph, Michigan, as presented, based on the factors set forth under Section 22.3 of the Zoning Ordinance."

ATTACHMENTS:

 Redline Changes Recommended by Planning Commission - Text Amendment - Area Agency on Aging (PDF)

Updated: 1/18/2018 6:38 AM

Page 3 Packet Pg. 60 14.b





CITY OF ST. JOSEPH PLANNING & ZONING DEPARTMENT 700 Broad Street St. Joseph, MI 49085 Phone (269)983-1212 Fax (269) 985-0347 www.sjcity.com

TEXT AMENDMENT APPLICATION

Please print legibly. All portions must be completed. Do not leave any section blank, use N/A. Incomplete forms will be returned. All required materials must be received by the City and determined to be complete no less than 24 calendar days prior to the next Planning Commission meeting. If additional space is needed, please use additional sheets of paper.

Request Information

Applicable Section of Zoning Ordinance that amendment is requested:

Briefly Explain Request:

Are there other requests associated with this application?: If yes, explain: ______

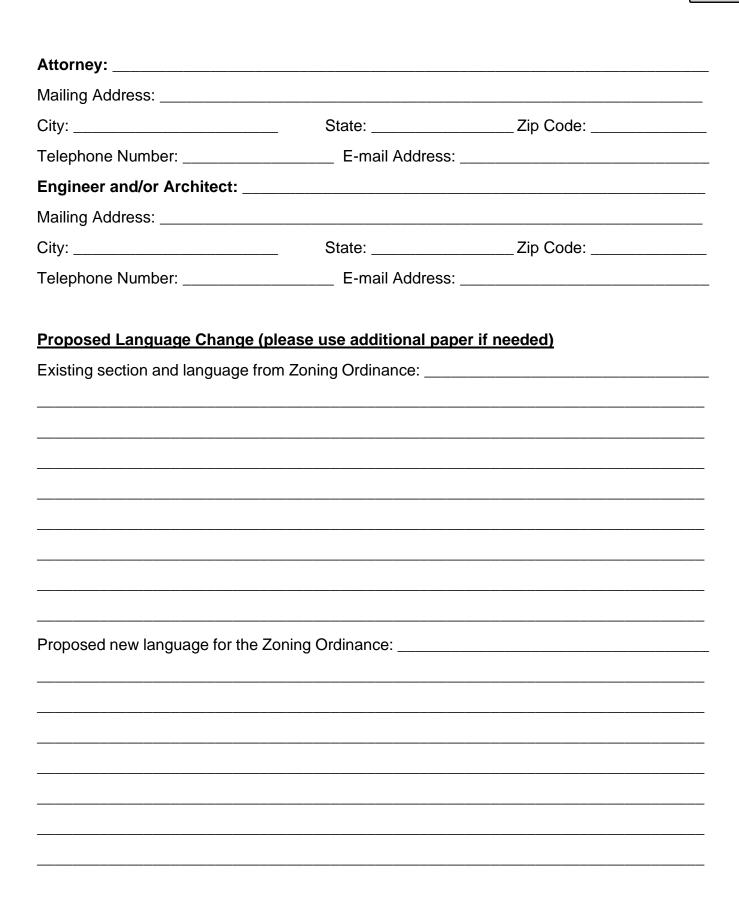
Applicant Information

In case of trust, provide the name, address and telephone numbers of all trustees and beneficiaries of the trust. An LLC or corporation must provide a copy of Articles of Incorporation. In case the applicant is not the property owner, written permission from the property owner is required.

Name of Applicant: . . .

.

Mailing Address:			
City:	State:	Zip Code:	
Telephone Number:	Emergen	cy Number:	
E-mail Address:			



14.b

Explain how the proposed new language supports the goals and objects of the adopted Master Plan:

Text Amendment Factors

If needed use additional sheets of paper to respond to Standards.

SECTION 22.3 FACTORS TO CONSIDER ON REZONINGS (also used for text amendments to the Zoning Ordinance). In reviewing any application for an amendment, the Planning Commission shall evaluate all factors relevant to the application. The Planning Commission may solicit information from public agencies or from individuals or firms with relevant experience. The factors to be considered shall include, but are not limited to, the following:

A. What conditions related to the application have changed since the Zoning Ordinance was adopted which justify the proposed amendment?

B. What are the possible precedential effects which might result from the approval or denial of the application?

C. What is the potential impact of the proposal on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future?

D. Does the proposed amendment adversely affect environmental conditions, the character of, or the likely value of property?

E. Does the proposed District change comply with the adopted City Comprehensive Plan? (If not, and if the proposed amendment is reasonable in light of all other relevant factors, then the Comprehensive Plan should be amended before the proposed zoning amendment is approved.)

F. If a specific property is involved, can the property in question be put to a reasonable economic Use in the zoning District in which it is presently located?

G. Is another procedure, such as a Variance, Special Use, Planned Unit Development, or hardship Planned Unit Development a more appropriate alternative than the proposed amendment?

14.b

TEXT AMENDMENT (CHANGES TO ZONING ORDINANCE) APPLICATION CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that they consent to the filing of the application and that all information contained is true and correct to the best of their knowledge;
- B. The Applicant understands that an incomplete or nonconforming application will not be considered. In addition, the Applicant understands that the City may require additional information prior to the consideration of this application which may include, but is not limited to, a traffic study if required by the Planning Commission or City Commission;
- C. The Applicant shall make the property that is subject of this application available for inspection by the City at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicant shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten (10) days following the change, and that failure to do so shall be grounds for denial of the application;
- E. The Applicant understands that if the application is approved with conditions, those conditions will need to be met as part of any permit issued; and
- F. The Applicant understands that they are responsible for all application fees. Fees are nonrefundable and there is no guarantee the application will be approved or permits issued. There should be no outstanding monies owed to the City (i.e., water bill or taxes).

On the <u>sixth</u>, day of <u>December</u>, 2024, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of Applicant or Authorized Agent

Lori Marciniak Name of Applicant or Authorized Agent

SUBSCRIBED AND SWORN

To before me this $\mathcal{L}^{\mathcal{H}}$ day of

December , 20 24

Leaner

LEANNE M BROWNFIELD Notary Public - State of Michigan County of Berrien My Commission Expires Jul 16, 2027 Acting in the County of

Notary Public

OFFICIAL CI	TY USE:	Date Received:		Fee: _	
Completed:	Special Use Applicati	on: S	ite Plan Review Application:		Other:

Sec. 4.6. Definitions of use classes and authorized uses.

4.6.3. Use Classes, Definitions, and Examples of Uses Permitted. Table 4-1 presents land use classes, definitions and examples of uses permitted.

Table 4-1

Classes, Definitions and Examples of Uses Permitted					
USE CLASSES AND	EXAMPLES OF USES	PERMITTED DISTRICTS			
DEFINITIONS	PERMITTED				
Social Institutions	Light/Office:	Light/Office:			
	Facilities to house charitable,	"P" in C, CO, I-1			
A social institution is a	eleemosynary or	"C" in D (not on street			
privately owned or operated	philanthropic organizations	level/first floor)			
facility which is designed,	such as United Way, Red	"PUD" in R1, R2, R3 (when			
constructed, or used to	Cross, Salvation Army that	use is not an office use)			
provide service of a public,	primarily use space for office	<u>Medium/Heavy:</u>			
nonprofit, or charitable	operations.	"P" in C, <u>CO</u> , I-1			
nature to the people of the	Medium/Heavy:	"C" in CO , D (not on street			
community on an ongoing	Centers for social activities	level/first floor)			
basis (not just special	such as neighborhood,	"PUD" in R1, R2, R3 (when			
events). Social institutions	community or senior centers.	the use is not an office use)			
include privately owned or	Military schools; business,				
operated facilities which	trade and vocational schools				
provide education or	(not construction equipment				
instruction in any branch of	or large vehicles); art, music				
knowledge.	and dance schools; drivers'				
Social institutions may have	training (not large vehicles);				
offices, meeting, instruction,	institutions for higher				
food preparation or serving	education; auditoriums and				
areas, and athletic facilities	other places for public				
as Accessory Uses.	assembly; soup kitchens.				

;adv=6;4.6.4. *Authorized Uses Table.* Table 4-2 presents land uses and use classes permitted by district and the type of approval required.

Tab	le 4	-2
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		-								
Land Uses: Principal by Use	R1	R2	R3	CO	D	C	11	12	OS	W
Category										
PUBLIC/SEMI-PUBLIC USES										
Public Buildings, City-Owned	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р
Public Buildings, Owned by other	S	S	S	S	S	S	S	S	S	PUD
than the City of St. Joseph										
Educational Institutions	С	С	С							
Essential Services	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р
Facilities for the Dead	С	С	C			С	C	С		
Medical Service Establishments,				С	С	Р				
Small										
Medical Service Establishments,	PUD	PUD	PUD			S				
Large										
Parking Facilities				Р	С	Р	Р	Р		PUD
Religious Institutions	С	С	C	С	C	С	C	С		С
Social Institutions, Light/Office	PUD ⁹	PUD ⁹	PUD ⁹	Р	С	Р	Р			
Social Institutions, Medium/Heavy	PUD ⁹	PUD ⁹	PUD ⁹	<u>с-р</u>	С	Р	Р			
Social Institutions				С	С	Р	Р			
Utility and Public Service							Р			
Installations, Heavy										
Utility and Public Service	S	S	S	S	S	S	Р	S	S	S
Installations, Light										

C= Conditional Use; P = Permitted Use; and S = Special Use; see Section 4.4.2. PUD = Planned Unit Development, see Article XIII.

Reference Notes:

1—Garages and sheds must be located off the alley.

2—Permitted only in the rear yard.

3—Not permitted in any front yard or secondary front yard.

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(Supp. No. 13)

4—Not permitted in side yard facing a residential district, even if across the street.

5—Must be screened from adjacent residential properties.

6-Off-street parking in the D Downtown District not owned or operated by the city is a conditional use, under the same requirements as parking facilities (see 11.12.15).

7-The residential dwelling unit must be authorized under this ordinance, or a nonconformity; the special use allows the short-term rental use of that dwelling unit.

8—The residential dwelling unit must be authorized under this ordinance, or a nonconformity; the conditional use allows the short-term rental use of that dwelling unit.

9—When the use is not an office use.

(Ord. of 9-12-16(1), §§ 1-5; Ord. of 11-14-16(1), §§ 1, 2; Ord. of 1-22-18(1), §§ 1-4; Ord. No. 2022-5, §§ 6, 7, 3-28-22; Ord. No. 2024-1, § 1, 1-8-24)

14.b

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Sec. 11.12. - Standards for special and conditional uses.

The following standards apply to special and conditional uses permitted in this ordinance, in addition to any other applicable standard or regulation:

11.12.22. Social Institutions. Social institutions, light/office, are permitted as a conditional use in the D Downtown District so long as such uses are not located at street level or on the first floor of a building. Social institutions, medium/heavy, are permitted as a conditional use in the CO Commercial Office and D Downtown districts so long as such uses are not located at street level or on the first floor of a building.

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Attachment: Draft excerpt of Jan 2 2025 Planning Commission meeting minutes (10411 : Zoning Ordinance Text Amendment - Sections 4.6.3,

Zoom Webinar ID 831 7515 6929 at www.zoom.us This meeting will be held in person. Comments will not be received via Zoom. Persons wishing to speak should be present in person. The public can view the meeting at the website above on computer or mobile device, or by calling 312.626.6799 or 877.853.5247 toll free. Telecommunications relay services to assist individuals with disabilities are available by call 711, provide Zoom Webinar ID to the relay operator. There is no charge.

Call to Order

The meeting was called to order at 4:30 PM by Chair Patsy Hartzell

Attendee Name	Title	Status	Arrived
Patsy Hartzell	Chair	Present	
Kathy Burczak	Commissioner	Present	
Sean Ebbert	Commissioner	Present	
Aaron Miller	Commissioner	Present	
Becky Rice	Commissioner	Present	
Anthony Uhrick	Commissioner	Present	
Dustin Tefs	Commissioner	Present	
Pam Porter	Commissioner	Absent	
Michael Plichta	Commissioner	Absent	
Kristen Gundersen	Community Development Director	Present	
Laurie Schmidt	City Attorney	Present	
Trudy Wilder	Building Inspector	Present	
Caleb O'Toole	Building Inspector	Present	

Approval of Meeting Minutes

1. Regular Minutes of Thursday, November 07, 2024

RESULT:	ACCEPTED AS AMENDED [UNANIMOUS]
MOVER:	Sean Ebbert, Commissioner
SECONDER:	Becky Rice, Commissioner
AYES:	Chair Hartzell, Commissioner Burczak, Commissioner Ebbert, Commissioner Miller,
	Commissioner Rice, Commissioner Uhrick, Commissioner Tefs
ABSENT:	Commissioner Porter, Commissioner Plichta

2. Special Meeting Minutes of Monday, November 18, 2024

RESULT:	TABLED [UNANIMOUS]
MOVER:	Sean Ebbert, Commissioner
SECONDER:	Becky Rice, Commissioner
AYES:	Chair Hartzell, Commissioner Burczak, Commissioner Ebbert, Commissioner Miller,
	Commissioner Rice, Commissioner Uhrick, Commissioner Tefs
ABSENT:	Commissioner Porter, Commissioner Plichta

New Business

3. 425 State Street - US Signcrafters - Ziker Cleaners - Special Approval Sign Greater than 32 square feet - 2 signs (actual size 67 square feet each)

14.c

RESULT:	APPROVED [6 TO 1]
MOVER:	Sean Ebbert, Commissioner
SECONDER:	Dustin Tefs, Commissioner
AYES:	Chair Hartzell, Commissioner Burczak, Commissioner Ebbert, Commissioner Rice,
	Commissioner Uhrick, Commissioner Tefs
NAYS:	Commissioner Miller
ABSENT:	Commissioner Porter, Commissioner Plichta

4. 420 Anchors Way - LDS Properties LLC - Specail Approval of Sign Greater than 32 square feet (actual size 80 square feet)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Aaron Miller, Commissioner
SECONDER:	Anthony Uhrick, Commissioner
AYES:	Chair Hartzell, Commissioner Burczak, Commissioner Ebbert, Commissioner Miller,
	Commissioner Rice, Commissioner Uhrick, Commissioner Tefs
ABSENT:	Commissioner Porter, Commissioner Plichta

5. Public Hearing - Curious Kids' Museum - Text Amendment to Sections 4.6.3 - Table 4-1 and 4.6.4 - Table 4-2 and Section 11.12.22 to allow Medium/Heavy Social Institutions as a permitted use in the CO Districts

Chair Hartzell opened the public hearing at 4:54 pm to discuss a text amendment to Sections 4.6.3, 4.6.4 and 11.12.22 of the Zoning Ordinance as it relates to "medium/heavy" Social Institutions in the CO Commercial Office District.

Lori Marciniak, Executive Director for Curious Kids' Museum stated they are looking at purchasing the vacant building located at 601 Main Street which previously housed the Heritage Museum. Discussions with staff concluded that since the property is located in the CO-A Commercial Office District the use is not allowed on the street level/first floor of the building. The proposed amendment if approved would allow on street level/first floor.

Mr. Ebbert stated the use is similar to the previous tenant and the request is not necessary and expressed concern regarding parking.

Ms. Gundersen stated staff reviewed the request different ways and concluded the use is for a Social Institution and fall under the "medium/heavy" which in the CO District cannot be on street level/first floor. The nonconforming section of the zoning ordinance also states nonconforming use shall not be enlarged, expanded or extended, including extension of hours of operation, unless the change is in compliance with all requirements of the ordinance. Regarding parking, the property is nonconforming as there is no on-site parking, the parking regulations allow the previous tenant parking to be calculated along with the new use and if there is an increase in the number of parking spaces based on the change of use, those spaces needed to be provided. I believe the applicant will be able to provide additional information regarding parking.

Attorney Schmidt stated the original church was destroyed in a fire and the existing building which is very similar to the destroyed building was built in the 1990's. The property file was reviewed and it is unclear how the previous tenant occupied the building under an older zoning ordinance. No special land use approvals were in the property file. The current zoning ordinance was adopted in early 2007. The main floor uses are changing with an increase in intensity. It is unclear if the use was considered office that evolved with banquet facilities.

Ms. Burczak questioned why the use is not allowed in the zoning ordinance especially near the downtown area where it is very walkable. Many communities allow museums or children facilities in the different commercial districts.

Chair Hartzell questioned why the CO District was called out in the Social Institution use group.

Attorney Schmidt stated the language currently states properties in the CO or D District are conditional uses for "medium/heavy" uses associated with Social Institutions. The D Downtown District is very different than the CO Commercial Office Districts. The CO Districts have changed over time and there has not been as much demand for office space especially in the last five years.

Mr. Ebbert asked the applicant about parking for patrons.

Ms. Marciniak stated the previous user leased the parking lot to the east of the property across the alley and they are currently in discussions with Trinity Lutheran for a lease agreement to rent parking spaces and they are confident

Ms. Burczak asked why a map amendment to the D Downtown District was not suggested.

Attorney Schmidt stated the D Downtown District has different allowed uses, the property is not near any properties located in the D Downtown District and the current regulations does not allow the use on street level or the first floor.

Chair Hartzell stated within the packet there is a zoning map which shows the locations of the two different CO Commercial Office Districts.

Ms. Gundersen explained the general areas of where the CO Commercial Office Districts are located.

Mr. Miller questioned what the conditions are currently to allow "medium/heavy" Social Institutions in the CO District.

Ms. Gundersen stated the condition is that the use is not the street level/first floor of the building.

Mr. Miller stated the use is allowed on street level/first floor in the C Commercial Business District and the I-1 Light Industrial District. In some cases, the CO Districts are located near properties in the C Commercial Business District.

Mr. Uhrick asked if the regulations could be drafted for just this one parcel.

Attorney Schmidt stated drafting regulations for specific properties is not a good and any amendment would pertain to all properties within the CO Districts.

Mr. Ebbert stated he is concerned about parking.

Ms. Gundersen stated the Zoning Ordinance provides language for properties that have nonconforming parking which includes changes of use. The applicant stated they are working on obtaining a lease agreement similar to what the previous tenant had.

Chair Hartzell questioned if this could be processed as a planned unit development.

Ms. Gundersen stated it would be difficult to comply with the several of the requirements within the planned unit development regulations one of which requires an additional 20% open space area located outside of any required building setbacks. Information in the property file found the occupancy under the previous tenant was 389.

Attorney Schmidt stated it would be difficult for the property to meet the requirements and does not believe a hardship planned unit development would be appropriate.

Mr. Uhrick stated it seems like the zoning ordinance does not clearly address this type of use.

Mr. Ebbert questioned why the use was considered as a "public building".

Attorney Schmidt stated the proposed use is operated by a private nonprofit and the "public building" use group is for city owned or publicly owned and operated entities.

Mr. Ebbert stated he has no objection to the proposed use and believes parking should be addressed.

Ms. Marciniak stated the existing building is 16, 658 square feet and they are proposing a 1,166 square foot addition for a total area of 17, 824

Mr. Ebbert stated based on auditorium use of 1 space for each 6 persons or 64 parking spaces would be required and a museum requires 1 space for every 800 square feet of useable floor area for 23 parking spaces.

Ms. Burczak questioned what the organization would be doing at this location.

Ms. Marciniak stated the museum will have hands on learning opportunities for children. Similar to the other two properties someone can purchase a pass for one location for the day or for both locations. Planning on maintaining the two other properties. The Lake Boulevard property is owned by the city and the space is leased.

Chair Hartzell closed the public hearing at 5:31 pm after no other audience members asked to speak on this request.

Mr. Uhrick stated he has no concerns with the draft language and believes a text amendment is the best way to address the zoning issue.

Chair Hartzell also stated she has no issue with the proposed use or proposed text amendment.

Mr. Uhrick moved to recommend approval of the proposed amendment to Article IV Sections 4.6.3 – Table 4-1 and 4.6.4 – Table 4-2 and Article XI Section 11.12.22 to allow Medium/Heavy Social Institution uses as a permitted use in the CO Districts rather than a conditional use 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.

Ms. Rice seconded the motion.

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14.c

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Anthony Uhrick, Commissioner
SECONDER:	Becky Rice, Commissioner
AYES:	Chair Hartzell, Commissioner Burczak, Commissioner Ebbert, Commissioner Miller,
	Commissioner Rice, Commissioner Uhrick, Commissioner Tefs
ABSENT:	Commissioner Porter, Commissioner Plichta

6. Public Hearing - 101 Broad Street - Anne Reitz - Wally and Gertz - Amendment to Planned Unit Development with Waivers - Expansion of Concession Area

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kathy Burczak, Commissioner
SECONDER:	Anthony Uhrick, Commissioner
AYES:	Chair Hartzell, Commissioner Burczak, Commissioner Ebbert, Commissioner Miller,
	Commissioner Rice, Commissioner Uhrick, Commissioner Tefs
ABSENT:	Commissioner Porter, Commissioner Plichta

Old Business

- 7. Mechanical Equipment Sections 2.3, 3.9.3. and 21.7 of Zoning Ordinance Discussion 3
- 8. Parking Standards Section 18.2.7.C Table 18-1 Discussion

RESULT:	POSTPONED [UNANIMOUS]
MOVER:	Anthony Uhrick, Commissioner
SECONDER:	Kathy Burczak, Commissioner
AYES:	Chair Hartzell, Commissioner Burczak, Commissioner Ebbert, Commissioner Miller,
	Commissioner Rice, Commissioner Uhrick, Commissioner Tefs
ABSENT:	Commissioner Porter, Commissioner Plichta

Public Comments

Adjournment

The meeting was closed at 6:28 PM

Presiding Officer

City Clerk/ Recording Secretary



Agenda Item

15

TO:	Members of the St. Joseph City Commission
FROM:	Emily Hackworth, City Manager
RE:	Revitalization and Placemaking (RAP) Grant Opportunity
MEETING DATE:	January 13, 2025

The Revitalization and Placemaking (RAP) Program offered through the Michigan Economic Development Corporation announced a new round of funding for "place based infrastructure projects".

Applicants may apply for public space projects "located in or contributing to a traditional downtown, central business district, neighborhood commercial node or adjacent walkable neighborhood" "owned and maintained by a municipality or community-focused non-profit". The application deadline is 9PM on Thursday, January 30 and, if awarded, all grant funds must be spent by June 30, 2027.

In their meeting on Monday, January 6, the DDA aligned on applying for a grant for Pleasant Street Plaza, a project currently estimated at approx. \$1.2M. Applications must have a minimum request of \$500K and a maximum of the lesser of \$1M or 50% of Eligible Costs. With this in mind, the City would request a grant of approx. \$600K and would be required to match the grant amount through some combination of City and/or DDA funds.

Preliminary designs for Pleasant Street Plaza, as compiled for a previous grant application, follow. Staff will work to update these designs, and the cost estimates, in advance of applying.

Action Requested: To direct staff to apply for the Revitalization and Placemaking (RAP) Grant for Pleasant Street Plaza.

ATTACHMENTS:

- DDA Draft Minutes-RAP (PDF)
- Pleasant Street Plaza Preliminary Design (PDF)



8:30 AM

Monday, January 6	6, 2025
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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 can not be received via Zoom.

Meeting ID: 835 7014 5528

Call to Order

The meeting was called to order at 8:30 AM by Chair Tom Gawlik

Attendee Name	Title	Status	Arrived
Debra Sailor	Board Member	Present	
Stephanie Grill	Board Member	Present	
Robert Montgomery	Board Member	Present	
Sue Riemland	Board Member	Present	
Chris Lannert	Vice Chair	Present	
Tom Gawlik	Chair	Present	
Brook Thomas	Mayor	Present	
Brian Maynard	Board Member	Present	
Tami Fauver	Board Member	Absent	

Approval of Meeting Minutes

1. Special Joint Meeting Minutes of Monday, November 18, 2024

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

2. Regular Minutes of Monday, December 09, 2024

Financial Report

1. Financial Report

Chair Gawlik and City Manager Hackworth shared the financial report. CM Hackworth confirmed that the City audit is complete.

MOTION: To accept the Financial Reports for the period ending November 30, 2024

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brian Maynard, Board Member
SECONDER:	Stephanie Grill, Board Member
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

Commission Chambers

Old Business

2. M-63/I-94 Business Loop Rebuilding Project

Staff shared that the next M63/I-94 Business Loop stakeholder meeting is scheduled for Wednesday 02/05/20205 at noon. Member Montgomery is able to attend in the absence of other members. Staff will inquire about remote access for those not able to attend in person.

New Business

3. Pleasant Street Plaza Changes

Staff discussed the request from Wolf Financial Advisory to make changes to the Court Street side of Pleasant Street Plaza, which would increase available parking for customers visiting their new location. Any changes will be a change to the 5-year approval for Pleasant Street Plaza.

Staff presented the changes recommended by Assistant City Manager and Engineer Tim Zebell and City Traffic Engineer Tim Drews from Abonmarche to ensure proper traffic procedures. DDA members agreed that these changes would be beneficial to the area generally. Member Sailor suggested exploring the same changes for the parking on Pleasant Street.

Motion: To approve the Court Street adjustments as detailed and purchase new planters, not to exceed \$2k, to provide a traffic barrier.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

4. Wayfinding Fabrication Vendor

Staff discussed the wayfinding sign fabrication RFP results. Four proposals were received and two stood out, those being Finishing Touch and Valley City Sign, who were the two lowest bids.

Member Sailor stressed that MDOT experience is critical for this project and said it would be nice to selected a Michigan-based firm. Mayor Thomas asked staff to get more information on the experiences of both firms.

Motion: Direct staff to reach out to the two lowest bidders, assess capability, and proceed to the City Commission as appropriate.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

5. RAP Grant

Staff shared information about the Revitalization and Placemaking (RAP) grant and recommended seeking a grant for the Pleasant Street Plaza project, which falls within the parameters of the Place Based Infrastructure Projects. Chair Gawlik expressed his enthusiasm for the project and Member Montgomery reminded the group that this has been discussed for quite some time. Staff reminded the DDA members that the designs for Pleasant Street Plaza are preliminary and may be tweaked as work progressed.

15.a

Member Grill asked if the MDOT plans for Main Street assume Pleasant Street being permanently closed. Staff clarified that in the current MDOT plans, Pleasant Street will remain open with the exception of the temporary closures in the summer months. There was discussion among members about the temporary closures and whether any additional changes should be made to the temporary plaza once the current 5-year agreement expires.

Motion: Direct staff to seek City Commission approval to pursue a RAP grant for Pleasant Street Plaza as identified and to allocate up to \$5K to work with Progressive A+E to prepare the grant application.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Board Member Sailor, Board Member Grill, Board Member Montgomery, Board Member
	Riemland, Vice Chair Lannert, Chair Gawlik, Mayor Thomas, Board Member Maynard
ABSENT:	Board Member Fauver

6. Holiday Decor and New Banners

Staff discussed the need for new holiday banners on Main Street as identified by Public Works Director Grothous. Staff recommends the holiday subgroup convene to discuss moving forward. Member Maynard stated the music downtown is nice to have and permanent speakers would be advantageous for not only music but also if a public announcement is necessary. St. Joseph Today Director Knapp stated that TPC Technologies installs the equipment but it is all controlled by SJT. Member Maynard would like to look into purchasing equipment.

Reports

7. Monthly Update

DDA Retail Activity Tracker: Member Maynard stated someone may be interested in the 608 Pleasant Street property but has had difficulty working with the City. Member Reimland requested staff perform an exit interview with the owner of Sweet Haven to help determine what facilitated their closure.

DDA Initiatives: Member Montgomery highlighted that the pedestrian island was a huge success this summer; he said his customers really loved it.

RRC Tracker: Staff reported that all submissions are with the State. Andrew Haan from Cornerstone Alliance mentioned that St. Joseph will be the first municipality in the county to reach full certification. Member Gawlik would like to see it promoted when the certification is reached to show what the certification means and how the City takes full advantage of it.

Public Comment

None

Board Member Comments

None

Adjournment

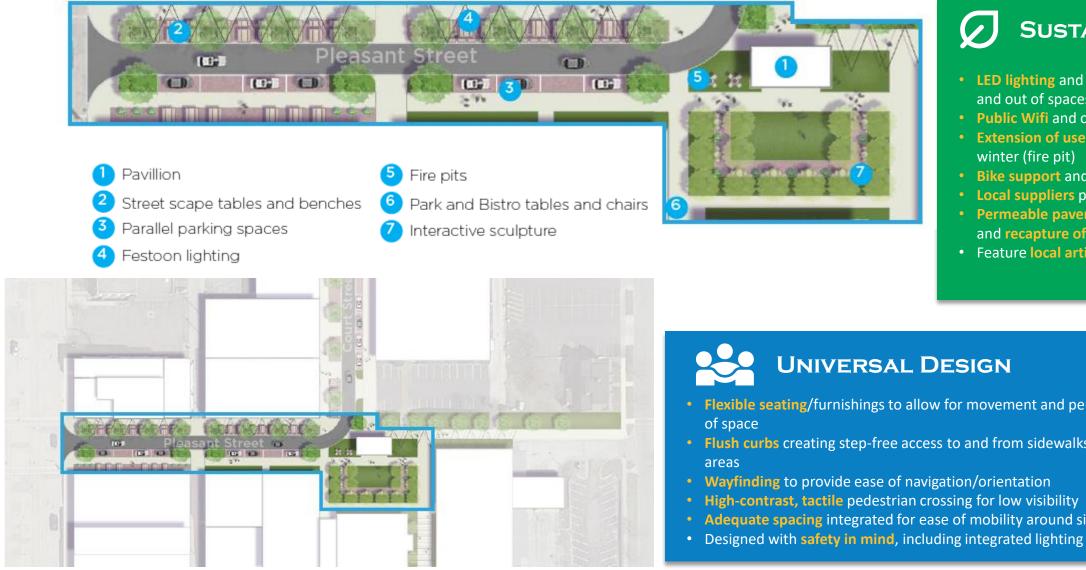
The meeting was closed at 9:48 AM

15.a

Recording Secretary



Pleasant Street Plaza Preliminary Designs



SUSTAINABILITY

- **LED lighting** and transparency into and out of spaces
- Public Wifi and connectivity
- Extension of use into evening and
- **Bike support** and walking path
 - Local suppliers prioritized
- Permeable pavement for stormwater and recapture of water for tree pits
- Feature local artists/art

- Flexible seating/furnishings to allow for movement and personal customization
- Flush curbs creating step-free access to and from sidewalks and shared street
- Adequate spacing integrated for ease of mobility around site amenities

Revitalization

(10433

Design

aza Preliminary

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Attachment:

Packet Pg. 217



Agenda Item

TO:	Members of the St. Joseph City Commission
FROM:	Laurie Schmidt, City Attorney
RE:	Closed Session
MEETING DATE:	January 13, 2025

Closed session is requested for two separate reasons. The City Attorney requests that the City Commission enter into a closed session to review and discuss a confidential legal opinion she authored containing legal advice and opinions subject to the attorney-client privilege in accordance with MCL 15.268(h). The Mayor requests entering into a closed session to consider the 90-day personnel evaluation of City Manager Emily Hackworth, at Manager Hackworth's written request in accordance with MCL 15.268(a).

Action Requested: To enter into closed session for the purpose of review and discussion of a confidential legal opinion authored by City Attorney Laurie Schmidt containing legal advice and opinions subject to the attorney-client privilege and to consider the 90-day personnel evaluation of City Manager Emily Hackworth, at Manager Hackworth's written request in accordance with MCL 15.268(h) and (a).

18



Agenda Item

TO:	Members of the St. Joseph City Commission
FROM:	Laurie Schmidt, City Attorney
RE:	Return to Open Session
MEETING DATE:	January 13, 2025

Following the closed session, the City Commission must vote to return to open session.

Following the return to open session, the City Commission may then choose to take action or provide direction to staff.

Action Requested: To return to open session.

Page 1