



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

**AGENDA**  
**April 28, 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**

**Recognition**

1. Fausta Flores Officer of the Year

**Order of Business**

2. Pledge of Allegiance
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, April 07, 2025
6. Invoice and Tax Disbursements
7. Quarterly Investment Report PA 20
8. Set Public Hearing for May 12, 2025 - Proposed Budget and Millage Rates
9. 2025 Sewer Rehabilitation Project Award
10. Cleveland Avenue Resurfacing Project - MDOT Contract
11. Special Event Application - St. Joe Farmers Market
12. Special Event Application - Peace Officers Memorial Day Service
13. Special Event Application - Race for YMCA 5K/10K
14. Special Event Application - LECO Fit 4 Fall 5K
15. Vending License - Seasonal - Private Property
16. Peddler Application

17. Board Reappointments

**Old Business**

18. Continued Discussion - Zoning Ordinance Text Amendment - Section 2.3, 3.9.3.C and 21.7.C - Mechanical Equipment - City of St. Joseph - First Reading
19. Lighthouse Tours Agreement

**New Business**

20. Special Event Application - Lest We Forget
21. Parental Leave Policy
22. Inspection Department Changes to Residential Rental Program and Approval of Changes to FY 25 Fee Schedule
23. Public Works Garage

**Reports**

24. Update on City Commissioner Election

**City Comments**

25. City Manager Comments
26. City Commission Comments

**Reset Room for Study Session**

**Study Session**

27. FY26 Budget Study Session - Draft Budget

**Closed Session**

28. Request for Closed Session- City Manager Evaluation
29. Return to Open Session

**Adjournment**



# Agenda Item

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

**FROM:** Steve Neubecker, Public Safety Director

**RE:** Fausta Flores Officer of the Year

**MEETING DATE:** April 28, 2025

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St. Joseph Public Safety Officer Fausta Flores received the Officer of the Year award from the Benton Harbor / St. Joseph Exchange Club. PSO Flores came to the City of St. Joseph in 2022 after serving with the Kalamazoo Department of Public Safety.

She has shown exceptional commitment, whether it's going the extra mile on patrol, mentoring newer officers, or stepping up in high pressure situations when others might hesitate. In a profession that demands so much she has consistently delivered more.

She is a shift commander on the night shift and was voted officer of the year by City of St. Joseph department members.

Minutes of the St. Joseph City Commission Meeting held in the Commission Chambers, 700 Broad Street, St Joseph, MI 49085 on April 7, 2025.

## Call to Order

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

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

## Announcements

### Order of Business

1. Pledge of Allegiance
2. Approval of Agenda

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

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

3. Public Comment  
None.

### Consent Agenda

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

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

4. Regular Meeting Minutes of Monday, March 17, 2025  
Approved the Minutes of March 17, 2025, as presented.
5. Blossomtime Vendors  
Approved the vending license for Majoor's Concessions and KTs Rasoi for concessions during the Blossomtime Parade, pending final submittal of required certifications and fees.
6. New Board Appointment  
Approved the appointment of Meredith Sharwarko to the Library Board with a term expiring on April 30, 2026.
7. Board Reappointments  
Approved the reappointment of the listed board members.
8. Bluff Stairs Mural Request



Approved the placement of a temporary mural on the stairs in Lake Bluff Park by St. Joseph Today for 2025, as requested.

9. St. Joseph Housing Commission Monthly Update

Accepted the monthly financial update of the St. Joseph Housing Commission per the deficit elimination plan requirements.

10. Gallagher Health Insurance Consultant Contract Approval

Approved the Gallagher Benefit Services Inc. contract renewal for the years 2025 through 2027, as presented.

11. Invoice and Tax Disbursements

Approved the invoice and tax disbursements, as presented.

12. Broadband Equity Access and Deployment Program (BEAD)

Approved the letters of support from the City of St. Joseph for grant applications from Comcast, Surf, Midwest Energy and Communications, 123, and Frontier for the Broadband Equity Access and Deployment Program, ratified and authorized the City Manager and Mayor to sign letters of support on the City's behalf.

13. Category B Grant & 2025 Resurfacing Project Bids

Approved awarding the 2025 Resurfacing Project and Category B Grant Project to the low bidder, Michigan Paving & Materials, in the amounts of \$100,699 and \$350,000, respectively, and authorized the City Manager to sign the contracts on behalf of the City.

**Old Business**

14. Community Ambulance Echo Units

Director of Public Safety Steve Neubecker introduced Jason Wiley of Medic-1 and Brian Scribner of Southwestern Michigan Community Ambulance Service and their request to the City to increase \$1 per capita for an annual total of \$78,650.00. Wiley presented a slideshow for the proposed combination of Southwest Michigan Community Ambulance Services (SMCAS) and Medic-1 and their missions and service history. Wiley described how they currently operate individually and how that operation is outdated and in need of change. Scribner detailed the current industry issues, including staffing shortages, lack of funding, overworked staff, and several other factors. He emphasized their desire to increase retention and create a destination career.

Scribner stated the path forward is letting go of a mindset around 100% advanced life support (ALS) response to emergency calls. He stated only 20% of calls require ALS units, and only 3-6% of responses require time-critical interventions. Scribner explained that they want to put paramedics on the calls where needed and ensure they properly utilize their resources and staff time during high and low call volumes. He provided pictures and graphs to further explain the cost of readiness and dynamic deployment, which will improve coverage while decreasing cost.

Wiley stated they would like to bring the two agencies together to be called Southwest Michigan Mobile Healthcare with a new vision and operational mindset. He explained the flexibility of deployment with resources, scheduling, and efficiency of resources. Wiley stated this is not a downgrade of service but an opportunity to bring healthcare directly to the community through a tiered response system. He explained the different personal services they would provide and how to have more specialized paramedics. Wiley also described the desire to partner with Corewell Health to help prevent the readmission of patients in the hospital. He showed a full-scale tiered system map of the county, identifying the locations of current stations and potential new stations,

local hospitals, Echo units, and ALS/BLS services. Wiley stated they want to send the right resources for the right call, not every resource to every call. The information was presented to introduce the concept, not for approval at this time.

Mayor Thomas asked how they see mental health professionals fitting in. Wiley explained that studies show that providing an alternate transport, such as an unmarked vehicle, to a facility will de-escalate a situation and provide a more comfortable ride.

Commissioner Binkley asked if this has been modeled in any other city or if it was something they came up with. She also asked how effective it is. Wiley stated that no one locally is doing this, and their ideas came from a Fort Worth, Texas system. He said it is very effective, and several other locations are also using it.

**MOTION:** To approve the 2025/2026 Community Ambulance (Medic1) echo units at \$7,856 and amend the general fund budget by increasing the 101-651-801 line item to \$31,424 for this fiscal year.

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

15. Downtown Parking Program: Overview

City Manager Emily Hackworth provided an overview of the Downtown Parking Program (DPP) through a slideshow and explained the timeline from 2016, when parking was first discussed, to September 2024, when the Commission first approved the purchase of pay stations, through today. Hackworth explained how the parking subgroup has been working with Walker Consultants to further refine the program based on the feedback from Commissioners, residents, and business owners. She provided highlights discovered through the parking study that showed where parking is utilized downtown and areas of high and low capacities.

Hackworth described the challenges revealed through the parking study, key objectives, and details on the paid parking program. Hackworth explained that feedback was essential during the implementation and framing of the details in the program and described several factors that were adjusted and changed due to the feedback received. The total number of paid versus free parking spaces was shown along with a map of the downtown. She also highlighted the available app for people to download and pay for parking that way. Hackworth stated that the parking program is not being implemented for revenue, but to address the capacity challenges. She explained that there would be revenue, which would be directed back into the downtown for future improvements and enhancements. Hackworth also presented the key highlights from the parking study that explained why Walker did not recommend a parking garage for the City.

Commissioner Sarola stated that developers are interested in the downtown property and lots, and it would be important to adopt a metric for replacing the parking lots soon.

Commissioner Fernandez states that this fits into what the City could look like in the next 5 to 10 years. This parking program will get people parking in the right areas, which will benefit the businesses. He also mentioned that MDOT was reconstructing Main Street in two years, and that will play a part in what the downtown will look like.

Commissioner Binkley said they have been partnering with businesses and residents because we all have a vision for what the downtown will be, and expressed the importance of doing it

together. She said they have listened and changed accordingly and will continue to listen and talk to the businesses and residents to modify things as they move along.

Commissioner Ulrey wanted to highlight how this program is malleable and the Commission's ability to make changes. She explained that this has been decades of work, but it will not take another 10 or 15 years to address them or make the changes.

16. Downtown Parking Program: Ordinance Amendment-Parking Regulations, Second Reading

City Attorney Laurie Schmidt presented the second reading of the Downtown Parking Program: Ordinance Amendment-Parking Regulations, the first reading of which was approved on February 24<sup>th</sup>. Schmidt explained a few minor edits that had been made since the first reading in Section 29-38(b), adding the words "streets" and "area" and changes to section 29-21(b) to remove all-night street parking restrictions downtown on Saturday and Sunday to be consistent with the long-standing practice of allowing all-night street parking on Saturday and Sunday throughout the City.

Paul Knapp, Executive Director of St Joseph Today and a member of the Parking Subcommittee, states he has spent the last year gaining perspective on both sides of this issue and understands that it feels like a burden to employees. He said the Subcommittee acknowledges the difficulties adjusting routines and the potential for increased personal expenses, as these concerns have been central to their discussions. He believes the new program is designed with a clear purpose, will require some adaptation, and is a necessary investment in the City's long-term health.

Jessica Chabot, 403 State Street, states that downtown residents' concerns have never been addressed, and there are not enough parking spaces.

Sarah Spoonholtz, Director of Membership and Events for the Southwest Michigan Regional Chamber, agreed with Paul Knapp's comments. She applauded the Commission and the entire team for working on parking and for listening to businesses. She hopes this will help clear up a lot of confusion for visitors and residents around parking, and notes it will be an ongoing process.

Kellye Wilson, owner of Perennial Accents, stated that there has not been much collaboration with the businesses. She expressed concerns about keeping regular customers. She said they have a lot of seasonal customers, but they are not always the same each year, and those new customers have to figure out the parking. She does not feel this will help bring in business year-round and is concerned with the number of residents who say they will no longer come downtown. She stated that parking has been a concern because of the number of tourists that visit, but it's not a bad problem. She expressed concerns for downtown employees walking long distances to their cars with cash after a serving shift.

Wilson gave an example of another City in Atlanta, GA, which he has visited often. It did not have paid parking when it was first built, but it lost business after paid parking was implemented. He shared his concerns that this will happen to St. Joseph. He wants to know if the city has an exit strategy and what will happen when revenue from paid parking does not meet expectations. He does not feel like the Commission is listening to or representing the people.

Tom Gawlik, a City resident and chairman of the Downtown Development Authority, said the City has very limited revenue-generating resources. This proposal aims to provide an alternate revenue source for all streets, public works, and infrastructure needs. He stated that this is a well-thought-out, flexible plan, and changes will be made as necessary.

Karen Laetz, 26063 Old Lakeshore, asked if there is a restriction on Whitwam Drive because there is a sign stating no parking between 2:30 AM and 6 AM, but it does not specify Monday through Friday, and she has seen other signs that do say that.

Dotty Scott, property manager for MGM Apartments, wanted to confirm that if a tenant moves out, the new tenant will not get a parking pass unless they are disabled or seniors. Hackworth stated that, as it is currently proposed, that is the plan. City Attorney Laurie Schmidt advised that a handicap sticker from the State will allow for free parking. Emily Hackworth explained that passes will be available for current downtown residents and those with limited income and mobility challenges. Mr. Moore, property owner, expressed that downtown residents should get a parking pass without meeting certain requirements, and is concerned with losing future tenants because they will have to pay to park.

Stephanie Grill, owner of 615 Broad Street and member of the DDA, feels that the timeframe for paid parking should be shortened from Memorial Day to Labor Day, and the time should stop at 5 or 6 o'clock instead of 9 pm.

Gary Smothers, condominium owner downtown, asked if a new condo purchaser would get a pass. Hackworth explained that the new owner would not get a pass as the plan is currently drafted. The passes are for current downtown residents only. Smothers expressed concern that taxpayers living downtown should have some significance compared to anyone else.

Another person stated they are a realtor and paid parking will impact sales.

Larry Zank, condo owner, feels it should be his right as a taxpayer to provide his tenants with a parking pass as part of the lease. He has a current tenant whose lease expired and is not renewing because of paid parking and the burden it will cause family and visitors to his home. He also wanted to know how the City plans to collect delinquent parking fees. He commended the Commission on their hard work, but thinks there are still things that need to be tweaked.

Commissioner Binkley stressed that they have already addressed a number of concerns voiced; they want to work with residents and business owners as this proceeds and will constantly reevaluate.

Mayor Thomas stated that as a member of the Parking Committee, they want feedback and comments to make this work for everybody. She noted that this program is very tweakable and will continue to do so as time progresses and more feedback is given.

Commissioner Sarola wanted to clarify where residents will be able to pay to park and stay overnight. Hackworth stated that overnight parking will not change. Any current downtown resident who has a waiver can continue to park overnight in any of the downtown lots.

**MOTION:** To approve the second reading of the Ordinance to Amend Chapter 29, Article II, Sections 29-21 through 29-45 of the City of St. Joseph Code of Ordinances as presented.

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

17. Downtown Parking Program: Resolution

City Attorney Laurie Schmidt presented the Resolution that allows the City Commission to establish regulations on the parking zones, rates, fees, time limits, and the area encompassed as part of the parking benefits district. Schmidt explained that these broader details are listed in the Resolution, and the programmatic details would fall under policies from the City Manager. Schmidt described the details in the Resolution, which included the dates when paid parking was in effect and street and lot parking costs. She also stated that the resolution gives the City Manager, in collaboration with the parking subgroup, direction to develop, implement, and administer the details of the program; the City Manager is also directed to evaluate the parking program along with the subgroup on an ongoing basis and regularly report back to the City Commission. Schmidt explained that incorporating these program details in a Resolution, instead of an ordinance, allows more flexibility and changes can occur faster. She added that, if approved, the Resolution would be effective concurrently with the ordinance amendment, which is in 10 days.

**MOTION:** To approve the Resolution to Establish Parking Zones, Rates, Fees, Time Limits, and Parking Benefits District as presented, effective 10 days from approval.

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

18. Downtown Parking Program: Downtown Ambassadors

Development Director Kelly Ewalt presented the Downtown Ambassador Program. Ewalt explained that having a smooth rollout for the Paid Parking Program is a priority and essential for the downtown. She stated that with this new program, confusion and unfamiliarity with how the kiosks and pay stations operate are expected. The Downtown Ambassador Program would bring on seasonal staff to be a visible, helpful presence as the program is rolled out. Ewalt explained that these ambassadors would be tasked with defining the parking program, providing an overview of how the parking kiosks and Passport App work, and maintaining the pay stations as needed; they will not be performing any enforcement or issuing tickets. The ambassadors will also partner with St Joe Today to give information on activities and events. Ewalt provided information on pay and hours and explained that they hope to hire 6 to 8 part-time ambassadors.

Commissioner Fernandez highlighted the potential additional benefits of having ambassadors downtown.

Commissioner Ulrey asked if this would be seasonal every year. City Manager Emily Hackworth explained it would be determined in the coming years, depending on costs and priorities in the downtown.

Commissioner Sarola asked if the Ambassadors' Coordinator position was also seasonal. Hackworth explained that the coordinator is currently a seasonal employee who oversees the reserve program and will also oversee the ambassadors during the summer.

Mayor Thomas hypothesized that this position could grow into something more as public needs are identified in the downtown area, in addition to the parking program assistance.

**MOTION:** To approve the Downtown Ambassador Program as described and hire full and part-time employees to fill the roles.

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

19. Noxious Weeds Ordinance

City Attorney Laurie Schmidt presented the second reading of Chapter 31 of the Code of Ordinances, the Noxious Weeds Ordinance, and provided an overview of the changes approved. Schmidt explained that those changes included prohibiting invasive species like Japanese knotweed, adopting the list of prohibited plant species under the Natural Resources and Environmental Protection Act, removing milkweed and goldenrod from the list of noxious weeds, and clarifying who is responsible for eradicating the noxious weeds. Schmidt noted that there have been no changes since the first reading on March 17, 2025.

**MOTION:** To approve the second reading of the Ordinance to Amend Chapter 31, Article II Noxious Weeds, Sections 31-16 through 31-22, as presented.

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

20. Resolution - System, City Water and Sewer Rates - FY26

RESOLUTION 2025-RES-4  
RESOLUTION - SYSTEM, CITY WATER AND SEWER RATES - FY26

**A RESOLUTION  
ADOPTING THE 2025-2026 FISCAL YEAR SYSTEM WATER RATES  
CITY OF ST. JOSEPH, MICHIGAN**

**WHEREAS**, pursuant to and in accordance with Chapter 9 of the City Charter, the City Commission shall establish rates and fees necessary to maintain, operate and generally provide for improvements to the public water and sewer systems, and

**WHEREAS**, the Appropriations Ordinance provides for the various funds to end the year with adequate cash balances and positive fund balances, and

**WHEREAS**, the State of Michigan Municipal Finance Authority also requires the City of St. Joseph to establish rates sufficient to operate and maintain the water and sewer systems while making the required debt service payments, and

**WHEREAS**, a rate study has been conducted and the findings indicate that the current city system development rates and sewer rates are not sufficient to meet the upcoming annual cash requirements of the system water fund, the city water fund, and the sewer fund, and that an increase to these rates is necessary for FY 2025-2026, and

**WHEREAS**, the 2025-2026 recommended system water rate has been reviewed and approved by the Water Joint Operating Board at its regular meeting on February 19, 2025:



**NOW, THEREFORE, BE IT RESOLVED**, that the following water rates shall be set, effective with the July 1, 2025 utility billing:

### System Water Rate

Meter Size in Inches	Current System Rate	FY26 Rate Change	FY26 System Rate	\$ Change
5/8	29.07	5.00%	30.52	1.45
3/4	31.97	5.00%	33.57	1.60
1	40.70	5.00%	42.74	2.04
1 1/2	52.33	5.00%	54.95	2.62
2	84.30	5.00%	88.52	4.22
3	319.76	5.00%	335.75	15.99
4	406.97	5.00%	427.32	20.35
6	610.46	5.00%	640.98	30.52
Per Unit	2.80	5.00%	2.94	0.14

### City Sewer Rate

Meter Size in Inches	Current Sewer Rate	FY26 Rate Change	FY26 Sewer Rate	\$ Change
5/8	33.31	13.00%	37.64	4.33
3/4	36.65	13.00%	41.41	4.76
1	46.65	13.00%	52.71	6.06
1 1/2	59.96	13.00%	67.75	7.79
2	96.62	13.00%	109.18	12.56
3	366.46	13.00%	414.10	47.64
4	466.42	13.00%	527.05	60.63
6	699.62	13.00%	790.57	90.95
Per Unit	4.79	13.00%	5.41	0.62
Flat Rate	98.14	13.00%	110.90	12.76

## City Water Rate

Meter Size in Inches	Current SJC Water Rate	FY26 Rate Change	FY26 SJC Water Rate	\$ Change
5/8	49.46	7.00%	52.92	3.46
3/4	69.24	7.00%	74.09	4.85
1	123.65	7.00%	132.31	8.66
1 1/2	281.92	7.00%	301.65	19.73
2	494.60	7.00%	529.22	34.62
3	1,137.56	7.00%	1,217.19	79.63
4	2,027.82	7.00%	2,169.77	141.95
6	4,550.25	7.00%	4,868.77	318.52

City Finance Director Ben Reynnells presented an overview of the three separate water funds: the System Water Fund, City Sewer Fund, and City Water Fund. Reynnells explained that John Kaczor from Municipal Analytics was hired to help project the rates needed to fund operating expenses, debt service, and capital projects, and maintain the threshold for the cash reserve policy. Kaczor presented this information to the Commission at an earlier meeting. Reynnells advised that the recommendation is to increase the system water rate by 5% and the sewer rate by 13%. He also described a typical user and how their bill would potentially be affected by the rate increase.

**MOTION:** To approve the Resolution, as presented. Adopting the 2025-2026 Fiscal Year system water, city water, and sewer rates, effective for the July 1, 2025, billing cycle.

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

### 21. CSO Flow Monitoring Proposal

City Engineer Tim Zebell presented a slideshow for the Combined Sewer Overflow (CSO) Flow Monitoring Proposal. Zebell explained that staff is requesting to hire Wade Trim to conduct the next phase of the CSO project, which is flow monitoring and hydraulic modeling of the City system, and is required as part of the CSO compliance program. He provided pictures that showed the project location and the different phases of the project. Zebell described the two major components of the first phase as increasing the underflow pipe and building a diversion chamber to optimize flow to the wastewater treatment plant, which will reduce the storage tank size. He stated that flow monitoring helps staff verify that this works correctly. Zebell presented pictures of what the area at Public Works looks like today and a diagram of the new diversion chamber. He stated they need to start the flow monitoring by May 15<sup>th</sup>, which will occur over a year. The total fee for this proposal is \$159,400.

Commissioner Sarola asked if this was to accumulate capacity, if it started overloading the treatment plant. Zebell stated that it was not automatic and that the purpose of monitoring is to determine how well the flow is handled coming from the city system. Zebell further described how the flow would get pumped through the chambers during a rainfall event and how rainfall statistics over the years are used to gauge the size of the storage tank to ensure it is not too big or



too small.

**MOTION:** To approve hiring Wade Trim to complete flow monitoring and hydraulic modeling professional services as outlined in their March 31, 2025 proposal, on a time and material basis for an amount not to exceed \$159,400, and to authorize the City Attorney to prepare a fourth amendment to the previous professional services agreement, as amended, with terms acceptable to both the City Engineer and City Attorney; and authorize the City Manager to sign the fourth amendment on behalf of the City.

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

22. Out of School Time Program Agreement - Boys & Girls Club

Commissioner Ulrey recused herself from discussions at 8:02 PM due to a conflict of interest as an employee of the Boys and Girls Club of Greater Southwest Michigan and left the room.

Director of Public Works Greg Grothous presented the Boys and Girls Club of Greater Southwest Michigan (BGCSWM) Out of School Time Program. Grothous stated that the club has received a Michigan Department of Education Out of School Time grant to provide educational and recreational summer programming for youth in the St. Joseph community and needs a partner site to host the program. BGCSWM staff and City staff have discussed and developed a draft agreement that would allow the use of the John and Dede Howard Ice Arena for a program for youth between the ages of 6 and 13. Grothous explained that it is a similar program to last year. He stated the membership cost is \$5, and the program runs weekdays from June 9<sup>th</sup> to August 1<sup>st</sup>.

Commissioner Binkley asked when registration would open. Grothous stated that it would open as soon as the agreement was executed, possibly by the end of the week.

Commissioner Fernandez stated this is a good use of an ice arena in the summer.

**MOTION:** To approve the agreement with Boys and Girls Club of Greater Southwest Michigan, and authorize the City Manager to execute the appropriate documents on behalf of the City.

<b>RESULT:</b>	<b>APPROVED [4 TO 0]</b>
<b>MOVER:</b>	Michele Binkley, Mayor pro tem
<b>SECONDER:</b>	Michael Sarola, Commissioner
<b>AYES:</b>	Mayor pro tem Binkley, Mayor Thomas, Commissioner Sarola, Commissioner Fernandez
<b>RECUSED:</b>	Commissioner Ulrey

Commissioner Ulrey returned to the room.

**New Business**

23. Zoning Ordinance Text Amendment - Section 2.3, 3.9.3.C and 21.7.C - Mechanical Equipment - City of St. Joseph - First Reading

ORDINANCE (ID # 10578)  
ZONING ORDINANCE TEXT AMENDMENT - SECTION 2.3, 3.9.3.C AND 21.7.C - MECHANICAL EQUIPMENT - CITY OF ST. JOSEPH - FIRST 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:

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

*Mechanical equipment* means a system or part of a system installed outside of a structure and utilized to provide control of environmental conditions and related process within a structure. Equipment can include air conditioning units, emergency generators, heat pumps, ductless heat pump (mini-splits), water pumps or other similar items.

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

C. Mechanical equipment may only be located in rear or side yards and may be within rear or side yard setbacks if located at least three feet from rear and side lot lines.

**3. Article XXI. “Nonconforming Uses” Sec. 21.7 “Repairs and Maintenance” is amended to add the following section:**

*21.7. C. Nonconforming Mechanical Equipment.* Repairs and maintenance may be performed on mechanical equipment that is nonconforming because it is located less than three feet from an interior side lot line or rear lot line. Replacement of mechanical equipment may be performed on mechanical equipment that is nonconforming because it is located less than three feet from an interior side lot line or rear lot line, if it meets the following conditions:

1. It is an air conditioning unit, heat pump or ductless heat pump (mini-split), and;
2. It does not prevent free ingress or egress from any building, door, window, fire escape, or interfere with an opening required for ventilation; and
3. Any replaced equipment is no closer than one foot from the lot line than the equipment being replaced.

The intent of this section is to allow existing nonconforming mechanical equipment to be repaired and maintained in its current location, and to require existing nonconforming mechanical equipment to be replaced in a compliant location unless the mechanical equipment being replaced has a minimal safety, health, or nuisance impact on adjacent properties. Nonconforming mechanical equipment emitting carbon monoxide, fumes, gasses, extreme heat, excessive noise, or creating similar conditions are intentionally omitted and may not be replaced under this section.

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

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

Community Development Director Kristen Gundersen presented the first reading for the Zoning Ordinance Text Amendment to Sections 2.3, 3.9.3.C, and 21.7.C, Mechanical Equipment. Gundersen stated that in September 2024, the City Commission directed the Planning Commission to review the regulations in the zoning ordinance regarding the location of mechanical equipment. Currently, mechanical equipment can be located in side and rear yards if it is at least 3 feet from the lot line; it is not allowed in front yards. Gundersen advised that the Planning Commission discussed this during their October, November, and January meetings and heard residents' concerns about relocating nonconforming mechanical equipment.

Gundersen advised that the Planning Commission recommends no change for new construction, but saw a need to address nonconforming equipment. They recommend adding a definition for mechanical equipment and allowing certain nonconforming equipment, like air conditioning units and heat pumps, to be replaced in the side and rear yards when located more than one foot from the side or rear lot lines. She said concern was expressed during the public hearing in February that allowing it on the lot line might be difficult if you had a long, skinny lot. However, it would not allow for a backup generator that was not compliant to remain in the side yard if it needed to be replaced. It does not allow nonconforming mechanical equipment to be replaced in the front or secondary front yards, and they would need to be relocated at the time of replacement.

Commissioner Fernandez asked for clarification about what is currently allowed to repair and replace nonconforming equipment. Gundersen clarified that those units may be repaired in their current locations; they must be moved to the side yard or the rear if they are being replaced and are in a front or secondary front yard. If the equipment is located in the side yard, it can remain as long as they are three feet off the lot line. The amendment would allow them to be replaced as long as they are one foot off the side or rear lot line. The other alternative is to request a variance from the Zoning Board of Appeals.

Fernandez asked about the cost of an appeal to the Zoning Board of Appeals. Gundersen stated the application fee is \$600.00 to cover costs and explained that a variance can be requested to allow nonconforming equipment to remain; she described a property where it was granted due to unique circumstances associated with the property.

Commissioner Fernandez asked about the conditions suggested for the replacement of noncompliant equipment in the side yard. Gundersen explained that the conditions are for safety and to prevent replacement of noxious equipment or similar problems. A generator would not be allowed one foot off the lot line. Fernandez stated that he knows what his property looks like, and if he had to change the location of his air conditioning unit, it would require an overhaul of the inside of his house, which, depending on the size, could be a big or small project. He expressed concerns that this ordinance will cause hardships for the residents to comply with it. He could not think of a functional reason for not allowing an air conditioning unit to remain in the front yard.

Commissioner Sarola asked if A/C units were ever allowed to be placed in the front yard, or if they ended up there because they were overlooked. Gundersen stated there was no reference to them in the earlier code, which could be argued either way. An ordinance was adopted in 2007 that clearly stated they were not allowed in the front yard.

Mayor Thomas asked if the unit was not allowed in the front yard for a purely aesthetic reason. Gundersen stated probably so, and it is standard in most zoning ordinances. Thomas asked if residents could shield or hide the unit if it were located in the front yard. Gundersen stated that they discussed this at the Planning Commission meetings, and a landscape architect member advised the shielding or bush that covers the units is insufficient.

Commissioner Sarola asked about replacing units one foot from the lot lines. Gundersen provided an example of its feasibility and stated it could be replaced in the same location as long as it is one foot from the lot line.

Commissioner Fernandez stated that this ordinance imposes too many unnecessary regulations and provides less incentive for business and redevelopment in the City.

Commissioner Binkley agreed with the proposed amendment for new construction but had concerns about the costs of relocating an existing mechanical unit. Commissioner Sarola also agreed. Sarola stated that if an existing unit in the front yard has been there for 15-30 years, the cost to move it becomes insanely expensive. He does not feel they should get involved in that, and if the unit has been there, for example, 25 years, it should stay there.

Mayor Thomas stated that there would be another discussion if there were any safety, health, or negative repercussions. Gundersen stated that a concern discussed during the Planning Commission meeting was keeping the side open so emergency personnel could have clear access. Commissioner Binkley agreed with the side access but stated she was having difficulty agreeing to the front yard location and requiring those units to be relocated. Mayor Thomas agreed that if the location of the unit in the front yard is just for aesthetics, she does not believe it needs to be relocated.

The Commission discussed the process for approving the ordinance changes, with an additional change to allow the replacement of nonconforming mechanical units in front and secondary front yards. Based on their discussions, the Commission directed staff to adjust the proposed ordinance amendment and bring it back for a first reading at a later meeting.

City Resident David Baude stated that his former neighbor had an air conditioner in the front of his house, and does not see the need for an ordinance change like this.

### City Comments

#### 24. City Manager Comments

City Manager Emily Hackworth thanked Assistant City Manager Tim Zebell for his assistance last week while she was on vacation. She also thanked Community Development Director Kristen Gundersen for all her work and efforts on the mechanical equipment ordinance.

City Clerk Abby Bishop advised that this year was an election year for the City Commission, and the deadline to file as a candidate is April 22nd. She explained that the application packets were available in the Clerk's Office and on the City website.

#### 25. City Commission Comments

Mayor Thomas announced that Savor the Shoreline was happening until May 4th, and several restaurants have specials for it.

### Reset Room for Study Session

Mayor Thomas recessed the meeting at 8:30 PM to reset the room for a study session.

### Study Session

#### 26. FY26 Budget Study Session - Explanation of City Funds & Draft Capital Projects

Mayor Thomas reconvened the meeting at 8:35 PM.

City Finance Director Ben Reynnells presented a high-level overview of the city's Fiscal Year 2026 budget. Reynnells described the types of usage, revenue, and expenses within the General, Special Revenue, Debt Service, Capital Project, Permanent, Enterprise, Internal Service, Component Units, Fiduciary Funds, and Funds controlled by other boards.

Reynnells listed proposed Capital Projects from the 591 Water Fund, the 401 Capital Projects Fund, and the 661 Motor Pool Fund with their draft values and fiscal year timing between 2026 and 2031. Director of Public Works Greg Grothous described Public Works items under the Capital Projects list. Community Development Director Kristen Gundersen presented the Zoning Ordinance project. City Manager Emily Hackworth, Director of Public Safety Steve Neubecker, and City Engineer Tim Zebell highlighted several projects under the Capital Project Fund, their costs, and their need. Discussions ensued.

### Adjournment

The meeting was closed at 9:46 PM

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Presiding Officer

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City Clerk/ Recording Secretary

Minutes Acceptance: Minutes of Apr 7, 2025 6:00 PM (Consent Agenda)



# Agenda Item

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

**FROM:** Ben Reynnells, Finance Director

**RE:** Invoice and Tax Disbursements

**MEETING DATE:** April 28, 2025

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As part of the consent agenda, please consider approval of the following invoices and disbursements from April 3, 2025, through April 23, 2025.

Regular invoices: \$2,454,289.94

Tax disbursements: \$0.00

Total disbursed: \$2,454,289.94

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

**ATTACHMENTS:**

- EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (PDF)

EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
Fund 101 General Fund			
Dept 000.000			
101-000.000-204.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	(64.00)
101-000.000-273.500	JEWELL, KENNETH MICHAEL	MECHANICAL INSPECTOR MAR 2025	1,772.00
101-000.000-273.500	KEYONE SERVICES PLLC	PLUMBING INSPECTOR MAR 2025	2,629.60
101-000.000-273.500	SIMPSON, KENNETH D.	ELECTRICAL INSPECTOR MAR 2025	1,428.80
		Total For Dept 000.000	5,766.40
Dept 101.000 City Commission			
101-101.000-860.000	FIRST NATIONAL BANK OF OMAHA	EMILY HACKWORTH	303.88
		Total For Dept 101.000 City Commission	303.88
Dept 172.000 City Manager			
101-172.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	69.00
101-172.000-790.000	FIRST NATIONAL BANK OF OMAHA	EMILY HACKWORTH	19.99
101-172.000-805.000	FOSTER SWIFT COLLINS & SMITH	LEGAL SERVICES	525.00
101-172.000-805.000	FOSTER SWIFT COLLINS & SMITH	LEGAL SERVICES	300.00
101-172.000-805.000	FOSTER SWIFT COLLINS & SMITH	LEGAL SERVICES	100.00
101-172.000-860.000	FIRST NATIONAL BANK OF OMAHA	EMILY HACKWORTH	175.46
101-172.000-941.100	FIRST NATIONAL BANK OF OMAHA	EMILY HACKWORTH	19.99
		Total For Dept 172.000 City Manager	1,209.44
Dept 215.000 City Clerk			
101-215.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	14.60
101-215.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	19.77
101-215.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	19.77
101-215.000-740.000	FIRST NATIONAL BANK OF OMAHA	ABBY BISHOP	16.67
101-215.000-887.000	KRISTAL CLEAR GRAPHICS LLC	NEWSLETTER	150.00
		Total For Dept 215.000 City Clerk	220.81
Dept 235.000 Central Purchasing			
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	92.71
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	110.96
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	CITY HALL SUPPLIES	(110.96)
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	CITY HALL SUPPLIES	110.96
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	103.80
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	31.11
101-235.000-740.000	PRINTING SYSTEMS, INC.	AP LASER CHECKS	286.17
101-235.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	290.90
101-235.000-930.000	U.S. BUSINESS SYSTEMS, INC.	COPIER MACHINE	1,137.71
101-235.000-941.100	FIRST NATIONAL BANK OF OMAHA	EMILY HACKWORTH	557.89
101-235.000-941.100	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	538.25

Attachment: EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (10736 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
101-235.000-941.100	FIRST NATIONAL BANK OF OMAHA	EMILY HACKWORTH	557.89
101-235.000-956.000	FIRST NATIONAL BANK OF OMAHA	BILLING ACCOUNT - FNBO LATE FEES/MISSED CC PAYMENTS EMILY & TIFFAN'	163.57
		Total For Dept 235.000 Central Purchasing	3,870.96
Dept 253.000 City Treasurer			
101-253.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	115.20
101-253.000-790.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	31.78
101-253.000-870.000	BERRIEN CO. TREASURERS ASSOCIATION	BERRIEN COUNTRY TREASURERS DUES	10.00
		Total For Dept 253.000 City Treasurer	156.98
Dept 257.000 City Assessor			
101-257.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	10.14
101-257.000-801.000	SWISHER, ANTOINETTE	ASSISTANCE TO ASSESSOR	1,099.00
101-257.000-805.000	BLOOM SLUGGETT MORGAN	24-002102 WHIRLPOOL	2,933.50
		Total For Dept 257.000 City Assessor	4,042.64
Dept 262.000 Elections			
101-262.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	10.40
		Total For Dept 262.000 Elections	10.40
Dept 265.000 Buildings & Grounds			
101-265.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	10.80
101-265.000-740.000	MIKE CHRISTENSEN	PANTS	46.22
101-265.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	638.50
101-265.000-740.000	ACE HARDWARE	SCREWS AND SCREW GUN	100.33
101-265.000-740.000	AMAZON CAPITAL SERVICES	SHACKLES, BREAK ROOM, BULK CHAIN, AND GATE LATCH	1,229.00
101-265.000-740.000	BROWN'S LOCKSMITH AND HARDWARE	KEYS	12.00
101-265.000-740.000	CONNECTION SERVICE COMPANY	FASTENERS	25.00
101-265.000-740.000	DOUBLE K ENTERPRISES INC.	DIAGNOSTIC TOOL	2,688.65
101-265.000-740.000	ALLIED MECHANICAL SERVICES, INC.	CONTRACT PAYMENT	338.00
101-265.000-740.000	ALLIED MECHANICAL SERVICES, INC.	CONTRACT PAYMENT	433.50
101-265.000-740.000	DOUBLEDAY OFFICE PRODUCTS	CITY HALL CHAIRS	354.50
101-265.000-740.000	FIRST NATIONAL BANK OF OMAHA	MICHAEL CHRISTENSEN	712.94
101-265.000-740.000	SCOTTDALE TRUE VALUE	SUPPLIES	16.38
101-265.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	81.51
101-265.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	3,894.46
101-265.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	4,008.02
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	CONTRACT PAYMENT	116.50
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	BOILER REPAIRS AT ICE ARENA	2,571.55
		Total For Dept 265.000 Buildings & Grounds	17,277.86
Dept 266.000 City Attorney			
101-266.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	20.00

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EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
101-266.000-790.000	RELX INC. DBA LEXIS NEXIS	MONTHLY LEGAL SUBSCRIPTION	108.00
101-266.000-790.000	FIRST NATIONAL BANK OF OMAHA	LAURIE SCHMIDT	21.19
101-266.000-860.000	SCHMIDT, LAURIE	REINBURSEMENT FOR REGISTRATION FEES ICLE LABOR LAW SEMINAR	415.00
		Total For Dept 266.000 City Attorney	564.19
Dept 270.000 Personnel			
101-270.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	12.00
101-270.000-740.000	HR DIRECT	LABOR LAW POSTER - UPSTAIRS	97.95
101-270.000-740.000	FIRST NATIONAL BANK OF OMAHA	SAMANTHA WINNELL	89.57
101-270.000-801.000	HELPNET	QUARTERLY EAP BILLING - 2 OF 4	796.95
101-270.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	46.11
101-270.000-860.000	FIRST NATIONAL BANK OF OMAHA	SAMANTHA WINNELL	445.00
101-270.000-941.100	FIRST NATIONAL BANK OF OMAHA	SAMANTHA WINNELL	39.98
101-270.000-956.100	PREMIER PROMOTIONS	SERVICE PINS	1,528.53
		Total For Dept 270.000 Personnel	3,056.09
Dept 336.000 Fire Department			
101-336.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	417.40
101-336.000-776.000	DINGES FIRE COMPANY	FIRE GEAR	3,750.00
101-336.000-790.000	ACTIVE 911, INC.	SUBSCRIPTION	771.75
101-336.000-801.000	BIO-CARE, INC.	FIT TEST	937.50
101-336.000-801.000	TWIN CITY AWARDS & TROPHIES INC.	ACCOUNTABILITY TAGS	6.00
101-336.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - PUBLIC SAFETY	95.00
101-336.000-860.000	BENTON HARBOR DEPT OF PUBLIC SAFETY	TRAINING	200.00
101-336.000-860.000	DOUG DEBEST	UTV/ATV DRIVER OPERATOR TRIANING PROGRAM	490.00
101-336.000-860.000	DOUG DEBEST	VFIS DRIVER TRAINING PROGRAM	490.00
101-336.000-860.000	MILLER, MICHAEL	TRAINING ALLOWANCE	51.00
101-336.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	1,035.60
101-336.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	973.86
101-336.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	PRINTER REPAIR	62.50
101-336.000-930.000	EMERGENCY VEHICLE PRODUCTS	ENGINE 105	4,668.90
101-336.000-930.000	EMERGENCY VEHICLE PRODUCTS	ENGINE 105	4,594.00
101-336.000-930.000	3RD COAST UPFITTING	CONNELL	1,026.75
101-336.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	58.20
101-336.000-930.000	IMAGE TREND	PREPLANS	1,059.00
		Total For Dept 336.000 Fire Department	20,687.46
Dept 345.000 Public Safety Department			
101-345.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	3.46
101-345.000-740.000	AMAZON CAPITAL SERVICES	CELL PHONE CASE	36.98
101-345.000-740.000	DETROIT DECAL & APPAREL CO	CHALLENGE COINS	999.10
101-345.000-740.000	NYE UNIFORM COMPANY	BELT	61.00
101-345.000-740.000	NYE UNIFORM COMPANY	POLO SHIRTS	212.00

Attachment: EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (10736 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
101-345.000-740.000	NYE UNIFORM COMPANY	POLO SHIRTS	212.00
101-345.000-740.000	NYE UNIFORM COMPANY	UNDERVERSTS	173.21
101-345.000-740.000	AMAZON CAPITAL SERVICES	HANGING FILE BOXES	49.37
101-345.000-740.000	AMAZON CAPITAL SERVICES	RETURN	(20.07)
101-345.000-740.000	FIRST NATIONAL BANK OF OMAHA	STEVE NEUBECKER	103.83
101-345.000-776.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - PUBLIC SAFETY	1,713.09
101-345.000-776.000	FIRST DUE EQUIPMENT & REPAIR, INC	NORTHUP	3,317.29
101-345.000-776.000	FIRST NATIONAL BANK OF OMAHA	STEVE NEUBECKER	264.99
101-345.000-790.000	FIRST NATIONAL BANK OF OMAHA	PUBLIC SAFETY DEPARTMENT	21.19
101-345.000-801.000	OSCAR'S PRINTING & COPY CENTER	BUSINESS CARDS	212.25
101-345.000-801.000	ZIKER CLEANERS	DRY CLEANING	280.74
101-345.000-801.000	FIRST NATIONAL BANK OF OMAHA	STEVE NEUBECKER	95.00
101-345.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - PUBLIC SAFETY	1,419.00
101-345.000-802.000	FIRST NATIONAL BANK OF OMAHA	STEVE NEUBECKER	20.00
101-345.000-860.000	BERRIEN COUNTY	RESERVE ACADEMY	400.00
101-345.000-860.000	DAN NORTHUP	BIOMETRICS AND IDENTIFICATION CONFERENCE	170.00
101-345.000-860.000	DEWOLF & ASSOCIATES	TRAINING	1,690.00
101-345.000-860.000	ADAM HERBERT	BIOMETRICS AND IDENTIFICATION CONFERENCE	170.00
101-345.000-860.000	BRURSEMA, SEAN	TRAINING ALLOWANCE	374.00
101-345.000-860.000	CONNELL, JEREMY	TRAINING ALLOWANCE	374.00
101-345.000-860.000	FIRST NATIONAL BANK OF OMAHA	PUBLIC SAFETY DEPARTMENT	1,600.00
101-345.000-860.000	FIRST NATIONAL BANK OF OMAHA	STEVE NEUBECKER	325.80
101-345.000-930.000	ALL TRAFFIC SOLUTIONS	SPEED RADAR SIGNS	3,000.00
101-345.000-930.000	B&K GRAPHICS	REMOVE DECALS	80.00
101-345.000-930.000	B&K GRAPHICS	REMOVE DECALS	80.00
101-345.000-930.000	TRAFFIC & SAFETY CONTROL SYSTEM INC	MONTHLY MAINTENANCE	1,200.00
101-345.000-930.000	C. WIMBERLEY FORD	CAR #10	15.00
101-345.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	102.73
101-345.000-930.000	FORD PRO	TELEMATICS	263.61
101-345.000-930.000	GREAT LAKES UPFITTING	CAR #14	217.50
101-345.000-934.000	FIRST DUE EQUIPMENT & REPAIR, INC	CAR #11	8,000.00
Total For Dept 345.000 Public Safety Department			27,237.07
Dept 371.000 Building Inspection Department			
101-371.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	17.00
101-371.000-740.000	FIRST NATIONAL BANK OF OMAHA	GALINA BOGDANOVA	414.00
101-371.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	128.23
Total For Dept 371.000 Building Inspection Department			559.23
Dept 372.000 Code Enforcement Department			
101-372.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	49.00
101-372.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	82.12
101-372.000-860.000	FIRST NATIONAL BANK OF OMAHA	GALINA BOGDANOVA	165.00

Attachment: EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (10736 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
Total For Dept 372.000 Code Enforcement Department			296.12
Dept 441.000 Public Works Department			
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	70.48
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	19.11
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES	21.48
101-441.000-740.000	FIRST NATIONAL BANK OF OMAHA	GREG GROTHOUS	19.99
101-441.000-870.000	APWA	APWA GREG G AND TIM Z	229.50
101-441.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	1,035.42
101-441.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	826.28
101-441.000-930.000	WORKFORCE PAYHUB	TIMECLOCK	232.44
Total For Dept 441.000 Public Works Department			2,454.70
Dept 442.000 Asset Management			
101-442.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	216.06
101-442.000-941.100	AZTECA SYSTEMS, LLC	CITYWORKS SUBSCRIPTION	23,150.40
Total For Dept 442.000 Asset Management			23,366.46
Dept 447.000 City Engineer			
101-447.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	19.80
101-447.000-740.000	AMAZON CAPITAL SERVICES	COMPUTER WEBCAMS	97.98
101-447.000-804.000	ABONMARCHE CONSULTANTS INC	GEN. ENG. SERVICES MARCH	500.00
101-447.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	137.11
101-447.000-870.000	APWA	APWA GREG G AND TIM Z	229.50
Total For Dept 447.000 City Engineer			984.39
Dept 448.000 Street Lighting			
101-448.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	7,143.06
101-448.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	661.85
Total For Dept 448.000 Street Lighting			7,804.91
Dept 466.000 Paid Parking - Downtown			
101-466.000-728.000	UPS STORE #1992, THE	SHIPPING CHARGE	13.39
Total For Dept 466.000 Paid Parking - Downtown			13.39
Dept 721.000 Community Development			
101-721.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	26.00
101-721.000-900.000	HERALD-PALLADIUM	LEGAL NOTICE	210.75
Total For Dept 721.000 Community Development			236.75
Dept 728.000 Economic Development			
101-728.000-860.000	FIRST NATIONAL BANK OF OMAHA	EMILY HACKWORTH	151.94
101-728.000-941.100	FIRST NATIONAL BANK OF OMAHA	SAMANTHA WINNELL	13.77

Attachment: EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (10736 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
Total For Dept 728.000 Economic Development			165.71
Dept 751.000 Parks/Recreation			
101-751.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	79.50
101-751.000-740.000	BAGSPOT PET WASTE SOLUTIONS	DOG WASTE BAGS	1,618.50
101-751.000-740.000	CHARLES ZITTA	CLOTHING ALLOWANCE	400.00
101-751.000-740.000	ACE HARDWARE	SCREWS	23.38
101-751.000-740.000	AMAZON CAPITAL SERVICES	PHONE CASE AND PROTECTOR	35.50
101-751.000-740.000	AMAZON CAPITAL SERVICES	SHACKLES, BREAK ROOM, BULK CHAIN, AND GATE LATCH	1,256.57
101-751.000-740.000	AMAZON CAPITAL SERVICES	CREDIT FOR SHACKLES	(16.52)
101-751.000-740.000	AMAZON CAPITAL SERVICES	CREDIT FOR SHACKLES	(16.52)
101-751.000-740.000	AMAZON CAPITAL SERVICES	CREDIT FOR SHACKLES	(16.52)
101-751.000-740.000	AMAZON CAPITAL SERVICES	RETURN	(33.04)
101-751.000-740.000	MID-COUNTY LAWN & GARDEN	EDGER REPAIR	146.05
101-751.000-740.000	MID-COUNTY LAWN & GARDEN	WEED EATER REPAIR	139.05
101-751.000-740.000	O' REILLY AUTO PARTS	BATTERIES	9.99
101-751.000-740.000	ACE HARDWARE	HARDWARE	13.26
101-751.000-740.000	ACE HARDWARE	WHEELBARROW PART	24.29
101-751.000-740.000	ACE HARDWARE	ADHESIVE	21.57
101-751.000-740.000	ACE HARDWARE	GLOVES/HARDWARE	38.14
101-751.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	192.46
101-751.000-860.000	FIRST NATIONAL BANK OF OMAHA	GREG GROTHOUS	368.60
101-751.000-860.000	FIRST NATIONAL BANK OF OMAHA	JEFFREY RECHNER	55.00
101-751.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	1,901.67
101-751.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	1,205.10
101-751.000-930.000	T2 SYSTEMS CANADA INC.	DIGITAL IRIS SERVICE	390.00
101-751.000-930.000	PRIDE THE PORTABLE TOILET COMPANY	TOILET RENTAL	461.61
101-751.000-930.000	PRIDE THE PORTABLE TOILET COMPANY	TOILET RENTAL	373.21
101-751.000-964.000	GERBER, ELIZABETH	REFUND CANCELLATION	375.00
Total For Dept 751.000 Parks/Recreation			9,045.85
Dept 752.000 Lighthouse Operations			
101-752.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	92.75
Total For Dept 752.000 Lighthouse Operations			92.75
Dept 756.000 Recreation Programs			
101-756.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	45.50
101-756.000-860.000	FIRST NATIONAL BANK OF OMAHA	CAMERON WELCH	303.48
Total For Dept 756.000 Recreation Programs			348.98
Dept 757.000 Ice Arena Operations			
101-757.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	12.20
101-757.000-740.000	ACE HARDWARE	SCRUB BRUSHES FOR RINK GLASS	17.98

Attachment: EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (10736 : Invoice and Tax Disbursements)

## EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
101-757.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	166.85
101-757.000-860.000	FIRST NATIONAL BANK OF OMAHA	CAMERON WELCH	30.00
101-757.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	7,258.84
101-757.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	4,270.36
101-757.000-930.000	FIRST NATIONAL BANK OF OMAHA	CAMERON WELCH	119.00
		Total For Dept 757.000 Ice Arena Operations	11,875.23
		Total For Fund 101 General Fund	141,648.65
Fund 202 Major Street Fund			
Dept 474.000 Traffic Services			
202-474.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	125.12
202-474.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	117.74
		Total For Dept 474.000 Traffic Services	242.86
		Total For Fund 202 Major Street Fund	242.86
Fund 203 Local Street Fund			
Dept 449.000 Roads, Streets, Bridges - ACT 51			
203-449.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	107.00
203-449.000-740.000	ACE HARDWARE	TOOLS	51.47
203-449.000-740.000	LOWE'S HOME CENTERS, LLC	RESIDENTIAL RUBBISH	(98.45)
203-449.000-740.000	LOWE'S HOME CENTERS, LLC	CONSTRUCTION MATERIALS	171.35
203-449.000-740.000	LOWE'S HOME CENTERS, LLC	CONSTRUCTION MATERIALS	181.63
203-449.000-740.000	LOWE'S HOME CENTERS, LLC	REFUND	(181.63)
203-449.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	91.61
203-449.000-956.000	FIRST NATIONAL BANK OF OMAHA	TIM ZEBELL	75.00
		Total For Dept 449.000 Roads, Streets, Bridges - ACT 51	397.98
Dept 449.005 Category B Grant			
203-449.005-956.000	FIRST NATIONAL BANK OF OMAHA	TIM ZEBELL	75.00
		Total For Dept 449.005 Category B Grant	75.00
Dept 474.000 Traffic Services			
203-474.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	8.06
203-474.000-740.000	SHERWIN-WILLIAMS	REFUND-RETURN	(45.52)
203-474.000-740.000	SHERWIN-WILLIAMS	LIVE LAZER PUMP	330.53
203-474.000-740.000	SHERWIN-WILLIAMS	PAINT SUPPLIES	45.52
203-474.000-740.000	ACE HARDWARE	PAINT SUPPLY FOR THE SHOP	86.14
		Total For Dept 474.000 Traffic Services	424.73
Dept 903.160 Botham Avenue Reconstruction			
203-903.160-801.000	ROWE PROFESSIONAL SERVICES COMPANY	DESIGN & CONSTRUCTION ENGINEERING	235.00

Attachment: EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (10736 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
Total For Dept 903.160 Botham Avenue Reconstruction			235.00
Total For Fund 203 Local Street Fund			1,132.71
Fund 209 Cemetery Fund			
Dept 567.000 Cemetery Operatings			
209-567.000-717.000	RELiance STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	22.20
209-567.000-740.000	KENDALL ELECTRIC INC	SERVICE RELOCATION	535.33
209-567.000-740.000	KENDALL ELECTRIC INC	SERVICE RELOCATION	91.45
209-567.000-740.000	O' REILLY AUTO PARTS	SHOP RAGS	17.99
209-567.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	166.85
209-567.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	506.40
209-567.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	193.36
209-567.000-941.100	PONTEM SOFTWARE	PONTEM LICENSE	1,685.00
Total For Dept 567.000 Cemetery Operatings			3,218.58
Total For Fund 209 Cemetery Fund			3,218.58
Fund 214 Depot Fund			
Dept 264.000 Buildings			
214-264.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	31.17
214-264.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	30.13
Total For Dept 264.000 Buildings			61.30
Total For Fund 214 Depot Fund			61.30
Fund 226 Rubbish Collection Fund			
Dept 521.000 Sanitation/Solid Waste			
226-521.000-717.000	RELiance STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	22.20
226-521.000-804.000	WM CORPORATE SERVICES	RESIDENTIAL RUBBISH	1,872.22
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	46,969.23
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	1,427.85
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	1,185.23
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	507.00
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	324.89
226-521.000-804.000	BEST WAY DISPOSAL INC	RESIDENTIAL RUBBISH	410.37
226-521.000-804.100	BEST WAY DISPOSAL INC	SPECIAL PICKUPS	2,510.00
226-521.000-804.200	BEST WAY DISPOSAL INC	ROLL-OFFS	493.00
226-521.000-804.200	BEST WAY DISPOSAL INC	COMMERCIAL RUBBISH	246.75
226-521.000-804.200	STEVENSVILLE TRANSFER STATION-3246	TRASH DUMPING	2,222.71
226-521.000-804.300	BEST WAY DISPOSAL INC	DDA CARDBOARD	1,136.81
Total For Dept 521.000 Sanitation/Solid Waste			59,328.26

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EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
Total For Fund 226 Rubbish Collection Fund			59,328.26
Fund 243 Brownfield Redevelopment Authority Fund			
Dept 728.000 Economic Development			
243-728.000-860.000	FIRST NATIONAL BANK OF OMAHA	TIFFANY MITCHELL	30.00
Total For Dept 728.000 Economic Development			30.00
Total For Fund 243 Brownfield Redevelopment Authority Fund			30.00
Fund 271 Library Fund			
Dept 790.000 Library			
271-790.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	58.74
271-790.000-740.000	AMAZON CAPITAL SERVICES	BLOCK PARTY SUPPLIES, OFFICE SUPPLIES, TECH EQUIP, DVDS	205.50
271-790.000-740.000	DEMCO EDUCATIONAL CORPORATION	COLLECTION SUPPLIES	20.38
271-790.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	147.00
271-790.000-740.000	NANCY STINEMETZ	REIMBURSEMENT FOR CHILDREN'S DEPT SUPPLIES	44.29
271-790.000-740.000	DEMCO EDUCATIONAL CORPORATION	COLLECTION SUPPLIES	45.81
271-790.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	40.59
271-790.000-740.000	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES - LIBRARY	101.47
271-790.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	154.30
271-790.000-776.000	AMAZON CAPITAL SERVICES	BLOCK PARTY SUPPLIES, OFFICE SUPPLIES, TECH EQUIP, DVDS	1,341.39
271-790.000-780.000	AMAZON CAPITAL SERVICES	BLOCK PARTY SUPPLIES, OFFICE SUPPLIES, TECH EQUIP, DVDS	97.07
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT FIC COLLECTION	48.58
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDRENS FIC COLLECTION	26.97
271-790.000-780.000	GALE	ADULT FIC - LARGE PRINT	95.97
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDRENS FIC COLLECTION	7.99
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC COLLECTION	46.08
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC COLLECTION	16.20
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDRENS FIC COLLECTION	15.58
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC COLLECTION	161.95
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDRENS FIC COLLECTION	10.77
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC COLLECTION	62.62
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDRENS NFIC COLLETION	9.71
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC COLLECTION	16.20
271-790.000-780.000	MIDWEST TAPE	HOOPLA (PUBLIC)	1,199.25
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN'S FIC COLLECTION	15.19
271-790.000-780.000	BAKER & TAYLOR BOOKS	ADULT NFIC COLLECTION	15.66
271-790.000-780.000	ELM USA, INC.	DVD CLEANING	25.00
271-790.000-780.000	ELM USA, INC.	DVD CLEANING	25.00
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDREN'S FIC COLLECTION	56.05
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDREN FIC COLLECTION	35.25
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDREN'S NFIC COLLECTION	35.63
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDRENS NFIC COLLECTION	47.64

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EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
271-790.000-780.000	INGRAM LIBRARY SERVICES	YOUNG ADULT COLLECTION	36.15
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC COLECTION	17.28
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC COLLECTION	124.17
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC COLLECTION	14.58
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDREN'S FIC COLLECTION	189.40
271-790.000-801.000	MIDWEST COLLABORATIVE FOR LIBRARY	STRATEGIC PLAN	4,000.00
271-790.000-801.000	UNIQUE MANAGEMENT SERVICES, INC.	PLACEMENTS	23.30
271-790.000-805.000	BANYON FETTE LAW OFFICE	LEGAL SERVICES	255.00
271-790.000-850.000	FIRST NATIONAL BANK OF OMAHA	PAULA STAKLEY	314.85
271-790.000-870.000	ST JOSEPH TODAY	ANNUAL MTG	20.00
271-790.000-885.000	AMAZON CAPITAL SERVICES	BLOCK PARTY SUPPLIES, OFFICE SUPPLES, TECH EQUIP, DVDS	1,984.64
271-790.000-885.000	STRONG, ADELLA	REIMBURSEMENT FOR ANIME CLUB SNACKS	29.29
271-790.000-885.000	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES - LIBRARY	486.93
271-790.000-900.000	ART & IMAGE	TABLE COVER - FOTL	213.00
271-790.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	1,746.77
271-790.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	1,363.58
271-790.000-930.000	CALICO CLEANING LLC	CLEANING SERVICES	116.00
271-790.000-930.000	GREAT LAKES ELEVATOR	ANNUAL SUBSCRIPTION (STATE)	800.00
271-790.000-930.000	GREAT LAKES ELEVATOR	QUARTERLY MAINTENANCE	405.17
271-790.000-930.000	VESTIS SERVICES, LLC	SEASONAL RUG RENTAL	34.65
271-790.000-930.000	CROWDER LANDSCAPING & LAWN CARE LLC	LANDSCAPING	1,040.00
271-790.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	COPIER USAGE	537.56
271-790.000-930.000	EPS SECURITY	MONTHLY MONITORING	26.50
271-790.000-930.000	EPS SECURITY	MONTHLY MONITORING	26.50
271-790.000-930.000	KINGDOM BROS. LAWN CARE & PROP	SALT PARKING/SIDEWALK	135.00
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
271-790.000-941.000	MACQUARIE EQUIPMENT CAPITAL INC.	PRINTER/COPIER LEASING	3,591.00
271-790.000-941.100	THE LIBRARY CORPORATION	LIBRARY DATABASE	12,740.90
271-790.000-941.100	SANILAC COMPUTER PRODUCTS	MCONSOLE SUPPORT	300.00
271-790.000-941.100	UPLAND SOFTWARE	FAX SERVICE	38.00
271-790.000-941.100	FIRST NATIONAL BANK OF OMAHA	PAULA STAKLEY	45.00
271-790.000-956.000	IMAGE MATTERS INC	DOUBLE SIDED FLAG	326.00
	Total For Dept 790.000 Library		35,280.35
	Total For Fund 271 Library Fund		35,280.35
Fund 275 Band Fund			
Dept 802.000 Municipal Band			
275-802.000-740.000	BROWN'S LOCKSMITH AND HARDWARE	DOOR CLOSERS	1,732.50
275-802.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	40.56
275-802.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	37.62
	Total For Dept 802.000 Municipal Band		1,810.68

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GL Number	Vendor	Invoice Desc.	Amount
Total For Fund 275 Band Fund			1,810.68
Fund 401 Capital Projects Fund			
Dept 265.122 Facilities Carpet Replacement			
401-265.122-967.000	DOUBLEDAY OFFICE PRODUCTS	CITY HALL FURNITURE	465.00
401-265.122-967.000	DOUBLEDAY OFFICE PRODUCTS	LABOR FOR CARPET PROJECT	6,700.00
401-265.122-967.000	COUNTRY CARPET SHOPPE	CONTRACT PAYMENT	4,950.00
401-265.122-967.000	COUNTRY CARPET SHOPPE	CONTRACT PAYMENT	10,650.00
Total For Dept 265.122 Facilities Carpet Replacement			22,765.00
Dept 265.150 Facility Card Access			
401-265.150-967.000	KENDALL ELECTRIC INC	PART FOR PROJECT	34.22
401-265.150-967.000	SPICER GROUP	PARKING LOT 11	12,945.50
Total For Dept 265.150 Facility Card Access			12,979.72
Dept 466.000 Paid Parking - Downtown			
401-466.000-974.000	HIGH GRADE MATERIALS CO.	CONCRETE FOR DDA AND WATER	603.00
401-466.000-974.000	HIGH GRADE MATERIALS CO.	DDA PARKING KIOSK PADS	1,216.00
401-466.000-974.000	RATHCO SAFETY SUPPLY INC.	SIGN MATERIALS - DA PARKING	2,544.00
Total For Dept 466.000 Paid Parking - Downtown			4,363.00
Dept 751.270 Dickinson Parking & Playground			
401-751.270-976.000	ABONMARCHE CONSULTANTS INC	DICKINSON PARK	2,000.00
Total For Dept 751.270 Dickinson Parking & Playground			2,000.00
Dept 751.591 WCF Restroom Facility			
401-751.591-975.000	GENESIS SEAMLESS GUTTERS	PROJECT CONTRACT	1,787.00
401-751.591-975.000	LEEP'S SUPPLY CO., INC.	PROJECT MATERIALS	35.04
401-751.591-975.000	LEEP'S SUPPLY CO., INC.	PROJECT MATERIALS	272.66
401-751.591-975.000	UNITED RENTALS (NORTH AMERICA) INC.	PROJECT FENCE	243.00
401-751.591-975.000	UNITED RENTALS (NORTH AMERICA) INC.	PROJECT FENCE	243.00
401-751.591-975.000	KENDALL ELECTRIC INC	PROJECT SUPPLIES	289.30
401-751.591-975.000	LOWE'S HOME CENTERS, LLC	PROJECT MATERIALS	454.07
401-751.591-975.000	FIRST NATIONAL BANK OF OMAHA	MICHAEL CHRISTENSEN	44.32
401-751.591-975.000	MARTELL ELECTRIC, LLC	CONTRACT PAYMENT	31,150.00
Total For Dept 751.591 WCF Restroom Facility			34,518.39
Total For Fund 401 Capital Projects Fund			76,626.11
Fund 441 UPTON RECONSTRUCTION			
Dept 441.000 Public Works Department			
441-441.000-801.000	ABONMARCHE CONSULTANTS INC	CONSTRUCTION ADMIN	673.75

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GL Number	Vendor	Invoice Desc.	Amount
Total For Dept 441.000 Public Works Department			673.75
Total For Fund 441 UPTON RECONSTRUCTION			673.75
Fund 590 Sewer Fund			
Dept 000.000			
590-000.000-230.100	ST JOSEPH CHARTER TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN MARCH 2025	40,584.58
590-000.000-230.200	LINCOLN CHARTER TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN MARCH 2025	575,945.29
590-000.000-230.400	ROYALTON TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN MARCH 2025	9,263.84
590-000.000-230.500	JOINT WASTEWATER TREATMENT PLANT	FEB 2025 AUTHORITY	77,129.35
590-000.000-256.000	CHICAGO TITLE	UB REFUND FOR ACCOUNT: 508390	81.24
590-000.000-256.000	CHICAGO TITLE	UB REFUND FOR ACCOUNT: 352952 3663 SYMPH	15.12
590-000.000-256.000	OH, JAMES	UB REFUND: 404130	13.69
Total For Dept 000.000			703,033.11
Dept 527.000 Sewer System			
590-527.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	13.20
590-527.000-740.000	EJ USA, INC.	SEWER MONUMENTS	572.52
590-527.000-740.000	LEEP'S SUPPLY CO., INC.	SUPPLIES/PARTS (SEWER)	73.50
590-527.000-740.000	THE SAFETY COMPANY LLC, DBA MTECH	HYDRO EVACUATION TOOL	550.00
590-527.000-740.000	BEAVER RESEARCH COMPANY	SUPPLIES	592.00
590-527.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	36.01
590-527.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	1,388.91
590-527.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	1,294.41
590-527.000-925.000	JOINT WASTEWATER TREATMENT PLANT	MAR 2025 SEWER TREATMENT	90,789.31
Total For Dept 527.000 Sewer System			95,309.86
Dept 527.500 CSO storage project			
590-527.500-801.000	BEAUDOIN ELECTRICAL CONSTRUCTION	CSO TEMP FLOAT & LEVEL SENSOR SETUP	2,407.42
Total For Dept 527.500 CSO storage project			2,407.42
Dept 540.000 Water Administration			
590-540.000-801.000	MUNICIPAL ANALYTICS	CONSULTING SERVICES W/S RATES STUDY	2,100.00
590-540.000-801.000	MUNICIPAL ANALYTICS	CONSULTING SERVICES - W/S RATES STUDY	750.15
590-540.000-941.100	WATERWORTH	ANNUAL SUBSCRIPTION	2,495.00
Total For Dept 540.000 Water Administration			5,345.15
Dept 905.000 Debt Service			
590-905.000-998.000	HUNTINGTON NATIONAL BANK	ACCT #3584270806	500.00
Total For Dept 905.000 Debt Service			500.00
Total For Fund 590 Sewer Fund			806,595.54

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GL Number	Vendor	Invoice Desc.	Amount
Fund 591 Water Fund			
Dept 000.000			
591-000.000-230.100	ST JOSEPH CHARTER TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN MARCH 2025	25,944.07
591-000.000-230.200	LINCOLN CHARTER TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN MARCH 2025	39,688.37
591-000.000-230.400	ROYALTON TOWNSHIP	DISTRIBUTION OF WATER/SEWER REVENUES COLLECTED IN MARCH 2025	2,583.18
591-000.000-255.100	EC MOORE OF BERRIEN CO INC	REFUND DEPOSIT FOR TEMP METER	500.00
591-000.000-255.100	GRAND RIVER CONSTRUCTION	REFUND DEPOSIT FOR TEMP METER	500.00
591-000.000-256.000	CHICAGO TITLE	UB REFUND FOR ACCOUNT: 508390	160.37
591-000.000-256.000	CHICAGO TITLE	UB REFUND FOR ACCOUNT: 352952 3663 SYMPH	108.81
591-000.000-256.000	OH, JAMES	UB REFUND: 404130	239.04
591-000.000-256.000	BVW PROPERTY MANAGEMENT LLC	UB RECEIPT REFUND #: 509270 RECEIPT #: R	508.84
591-000.000-629.000	GRAND RIVER CONSTRUCTION	REFUND DEPOSIT FOR TEMP METER	170.00
	Total For Dept 000.000		70,402.68
Dept 530.000 Water Treatment Plant			
591-530.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	95.40
591-530.000-740.000	CERTIFIED LABORATORIES	WEED KILLER	469.91
591-530.000-740.000	GRAINGER	UNIT HEATERS	2,260.42
591-530.000-740.000	KENDALL ELECTRIC INC	SWITCHES	7.21
591-530.000-740.000	LEEP'S SUPPLY CO., INC.	FILTER GALLERY HEATER PLUMBING	670.64
591-530.000-740.000	ERA	QA/QC SAMPLES	413.98
591-530.000-740.000	FIRST NATIONAL BANK OF OMAHA	GREG ALIMENTI	21.19
591-530.000-740.000	FIRST NATIONAL BANK OF OMAHA	MONICA HERRICK	148.39
591-530.000-740.000	GRAINGER	PROX SWITCHES	689.14
591-530.000-740.000	HOLLYWOOD SMALL ENGINE	OIL	37.00
591-530.000-740.000	IDEXX DISTRIBUTION INC.	LAB SUPPLIES	62.68
591-530.000-740.000	IDEXX DISTRIBUTION INC.	LAB SUPPLIES	638.62
591-530.000-740.000	USA BLUE BOOK	MAINTENANCE SUPPLIES	509.95
591-530.000-740.000	VWR INTERNATIONAL	LAB SUPPLIES	498.83
591-530.000-750.000	WILSON CHEMICAL SOLUTIONS	ALUM	7,108.42
591-530.000-750.000	WILSON CHEMICAL SOLUTIONS	CHLORINE - BLEACH	9,208.10
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	CCT STUDY - LEAD ANALYSIS	1,260.00
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	CCT STUDY	4,713.15
591-530.000-801.000	DIXON ENGINEERING, INC.	INSPECTION - LINCOLN WATER TOWER	4,350.00
591-530.000-801.000	DIXON ENGINEERING, INC.	INSPECTION - ROYALTON WATER TOWER	4,350.00
591-530.000-801.000	DIXON ENGINEERING, INC.	INSPECTION - CITY WATER TOWER	4,350.00
591-530.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	45.50
591-530.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	238.92
591-530.000-860.000	FIRST NATIONAL BANK OF OMAHA	GREG ALIMENTI	99.00
591-530.000-870.000	FIRST NATIONAL BANK OF OMAHA	GREG ALIMENTI	9.99
591-530.000-870.000	FIRST NATIONAL BANK OF OMAHA	MONICA HERRICK	70.00
591-530.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	21,241.38
591-530.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	18,471.20

Attachment: EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (10736 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
591-530.000-930.000	ANDY J. EGAN CO., INC.	REBUILD BK FLOW VALVES	1,019.55
591-530.000-930.000	BOELCKE HEATING & AIR	HVAC PM	640.00
591-530.000-930.000	CRS PAINT & STAIN LLC	PAINT HILLTOP BPS PINPINA	3,380.00
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	19.34
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	156.96
		Total For Dept 530.000 Water Treatment Plant	87,254.87
Dept 536.000 Water Distribution System			
591-536.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	104.20
591-536.000-740.000	ACE HARDWARE	TOOLS	5.93
591-536.000-740.000	CITY PLUMBING & HEATING	WATER SERVICE PARTS	35.20
591-536.000-740.000	CONSUMERS CONCRETE CO.	CONCRETE/VAULT NILES AND GARD	593.50
591-536.000-740.000	CONSUMERS CONCRETE CO.	WATER VAULT MATERIAL	40.20
591-536.000-740.000	EJ USA, INC.	SEWER MONUMENTS	572.52
591-536.000-740.000	ETNA SUPPLY COMPANY	METER SUPPLIES	317.00
591-536.000-740.000	ETNA SUPPLY COMPANY	METER PARTS/SUPPLIES	625.00
591-536.000-740.000	ETNA SUPPLY COMPANY	METER REPAIR PARTS	280.00
591-536.000-740.000	GRAND VALLEY CONCRETE PRODUCTS	WATER METER VALUE VAULT	1,668.00
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE FOR DDA AND WATER	1,044.25
591-536.000-740.000	HIGH GRADE MATERIALS CO.	MAIN REPAIR/LSLR AND RETIREMENT	1,150.75
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCH NILES & GARD	1,333.50
591-536.000-740.000	LEEP'S SUPPLY CO., INC.	SUPPLIES/PARTS (SEWER)	67.29
591-536.000-740.000	LEEP'S SUPPLY CO., INC.	DRAIN LINE PARTS (REPAIR)	3.41
591-536.000-740.000	LEEP'S SUPPLY CO., INC.	DRAIN LINE PARTS (REPAIR)	31.22
591-536.000-740.000	ST JOSEPH CHARTER TOWNSHIP	REPLACEMENT FH'S	8,400.00
591-536.000-740.000	TRICKL-EEZ IRRIGATION INC.	LANDSCAPE REPAIR PARTS	65.67
591-536.000-740.000	ACE HARDWARE	TOOLS	91.77
591-536.000-740.000	CORE & MAIN LP	WATER SERVICE PARTS	445.91
591-536.000-740.000	ETNA SUPPLY COMPANY	SUPPLIES	36.00
591-536.000-740.000	GRAINGER	EXPANSION JOINT - BLEACH DAY DANK	900.22
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCH MAIN REPAIR	966.00
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCH FOR WATER	1,024.00
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCH FOR WATER	2,221.25
591-536.000-740.000	LOWE'S HOME CENTERS, LLC	TOOLS	33.21
591-536.000-740.000	JIM SCHUHKNECHT	LANDSCAPE MATERIAL	600.00
591-536.000-740.000	ETNA SUPPLY COMPANY	METER EQUIPMENT/SUPPLIES	196.80
591-536.000-740.000	ETNA SUPPLY COMPANY	METER READING EQUIPMENT	525.00
591-536.000-740.000	ACE HARDWARE	TOOLS	48.59
591-536.000-740.000	FERGUSON WATERWORKS #3386	WATER SERVICE PART	330.64
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METERS	8,400.00
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METERS	1,520.00
591-536.000-771.000	ETNA SUPPLY COMPANY	MXU'S	29,565.00
591-536.000-801.000	BERRIEN COUNTY ROAD DEPARTMENT	ROW PERMIT	35.00

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EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
591-536.000-801.000	BERRIEN COUNTY ROAD DEPARTMENT	ROW PERMIT	200.00
591-536.000-801.000	BERRIEN COUNTY ROAD DEPARTMENT	ROW PERMIT	100.00
591-536.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	245.75
591-536.000-860.000	LINDERMAN, DAVID	2025 MRWA ANNUAL CONFERENCE	280.00
591-536.000-860.000	ARNY, ALLEN	PER DIEM MRWA WATER OPERATOR SCHOOL	428.00
591-536.000-860.000	FIRST NATIONAL BANK OF OMAHA	DAVID LINDERMAN	638.42
591-536.000-930.000	MID-COUNTY LAWN & GARDEN	EQUIPMENT REPAIRS CHOP SAW	183.32
591-536.000-930.000	BATCO, INC.	LOCATING EQUIPMENT REPAIRS	196.50
		Total For Dept 536.000 Water Distribution System	65,549.02
Dept 540.000 Water Administration			
591-540.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	21.80
591-540.000-728.000	SBF ENTERPRISES	APRIL WATER BILLS FOR SJC AND ROYALTON	1,391.41
591-540.000-740.000	SBF ENTERPRISES	WATER/SEWER STOCK WITH PERFS	2,487.37
591-540.000-801.000	MUNICIPAL ANALYTICS	CONSULTING SERVICES W/S RATES STUDY	3,850.00
591-540.000-801.000	SBF ENTERPRISES	APRIL WATER BILLS FOR SJC AND ROYALTON	394.47
591-540.000-941.100	WATERWORTH	ANNUAL SUBSCRIPTION	4,990.00
		Total For Dept 540.000 Water Administration	13,135.05
Dept 900.000 General Capital Outlay			
591-900.000-972.000	FISHBECK	SCIP II CONSTRUCTION ENGINEERING	36,635.50
591-900.000-972.000	RK DAVIS, INC.	SCIP II CONSTRUCTION - PAY APP #17	522,990.91
		Total For Dept 900.000 General Capital Outlay	559,626.41
		Total For Fund 591 Water Fund	795,968.03
Fund 592 City System Development Fund			
Dept 536.000 Water Distribution System			
592-536.000-740.000	HIGH GRADE MATERIALS CO.	MAIN REPAIR/LSLR AND RETIREMENT	1,770.25
592-536.000-801.000	HYDROCORP	COMMERCIAL CROSS CONNECTION CONTROL	1,441.00
592-536.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	45.57
		Total For Dept 536.000 Water Distribution System	3,256.82
Dept 540.000 Water Administration			
592-540.000-801.000	MUNICIPAL ANALYTICS	CONSULTING SERVICES W/S RATES STUDY	2,932.50
592-540.000-801.000	MUNICIPAL ANALYTICS	CONSULTING SERVICES - W/S RATES STUDY	1,428.15
592-540.000-941.100	WATERWORTH	ANNUAL SUBSCRIPTION	2,495.00
		Total For Dept 540.000 Water Administration	6,855.65
		Total For Fund 592 City System Development Fund	10,112.47
Fund 594 Marina Fund			
Dept 000.000			

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EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
594-000.000-211.000	TRIPLE D EXCAVATING & MOORE, LLC	MARINA DREDGING 2025	(17,548.70)
		Total For Dept 000.000	(17,548.70)
Dept 597.000 Marina Operations			
594-597.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	47.80
594-597.000-740.000	ACE HARDWARE	MAINTENANCE SUPPLIES	8.22
594-597.000-740.000	ACE HARDWARE	MAINTENANCE SUPPLIES	51.02
594-597.000-740.000	ACE HARDWARE	MAINTENANCE SUPPLIES	90.87
594-597.000-740.000	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	848.75
594-597.000-740.000	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	211.36
594-597.000-740.000	FIRST NATIONAL BANK OF OMAHA	ANDREW PETERS	360.67
594-597.000-740.000	LOWE'S HOME CENTERS, LLC	MAINTENANCE SUPPLIES	160.00
594-597.000-740.000	NEW PIG CORPORATION	MAINTENANCE SUPPLIES	129.56
594-597.000-742.000	WEST MARINE PRO	RESALE-STORE	78.74
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	1,088.80
594-597.000-742.000	WEST MARINE PRO	RESALE-STORE	4.56
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	48.52
594-597.000-742.000	WEST MARINE PRO	RESALE-STORE	34.40
594-597.000-742.000	WEST MARINE PRO	RESALE-STORE	3.78
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	12.48
594-597.000-742.000	WEST MARINE PRO	RESALE-STORE	2.28
594-597.000-742.000	WEST MARINE PRO	RESALE-STORE	6.46
594-597.000-742.000	WEST MARINE PRO	RESALE-STORE	45.22
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	7.96
594-597.000-742.000	WEST MARINE PRO	RESALE-STORE	496.30
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	361.58
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	74.88
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	4,651.80
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	329.80
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	17.52
594-597.000-802.000	DOUBLE K ENTERPRISES INC.	COMPUTER SUPPORT	1,430.90
594-597.000-802.000	DOUBLE K ENTERPRISES INC.	COMPUTER SUPPORT	1,763.02
594-597.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	81.51
594-597.000-850.000	COMCAST	BOAT LAUNCH INTERNET SERVICE	308.80
594-597.000-850.000	FIRST NATIONAL BANK OF OMAHA	FINANCE DEPARTMENT	314.85
594-597.000-919.000	BEST WAY DISPOSAL INC	TRASH SERVICE	486.70
594-597.000-920.000	INDIANA MICHIGAN POWER COMPANY	MARCH BILLING	2,724.58
594-597.000-920.000	INDIANA MICHIGAN POWER COMPANY	APRIL BILLING	958.64
594-597.000-930.000	TRAFFIC & SAFETY CONTROL SYSTEM INC	BOAT LAUNCH PAY MACHINE COMMISSIONING	710.00
594-597.000-930.000	CREATIVE LANDSCAPING	LAWN CARE	958.24
		Total For Dept 597.000 Marina Operations	18,910.57

Dept 597.001 Marina - Recreational Harbor Dredging

Attachment: EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (10736 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
594-597.001-974.000	TRIPLE D EXCAVATING & MOORE, LLC	MARINA DREDGING 2025	175,487.00
		Total For Dept 597.001 Marina - Recreational Harbor Dredging	175,487.00
		Total For Fund 594 Marina Fund	176,848.87
Fund 661 Motor Pool Fund			
Dept 345.000 Public Safety Department			
661-345.000-740.000	FISHER AUTO PARTS, INC.	PATROL CAR ACCESSORY	395.54
661-345.000-930.000	PRI MAR PETROLEUM	PS CAR WASHES	67.50
661-345.000-930.000	FIRST NATIONAL BANK OF OMAHA	GREG GROTHOUS	80.00
661-345.000-941.000	ENTERPRISE FM TRUST	VEHICLE LEASES	25.29
		Total For Dept 345.000 Public Safety Department	568.33
Dept 441.000 Public Works Department			
661-441.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	12.40
661-441.000-740.000	AIRGAS USA, LLC	CYLINDER RENTAL	364.46
661-441.000-740.000	FISHER AUTO PARTS, INC.	REFUND FOR RETURNED PART	(29.22)
661-441.000-740.000	FISHER AUTO PARTS, INC.	WIPERS AND WIRING	26.42
661-441.000-740.000	FISHER AUTO PARTS, INC.	STARTER	192.39
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	36.72
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTERS	138.63
661-441.000-740.000	FISHER AUTO PARTS, INC.	PARTS	11.98
661-441.000-740.000	MICHIANA SUPPLY INC.	PART	10.50
661-441.000-740.000	FISHER AUTO PARTS, INC.	FUSES	22.56
661-441.000-740.000	FISHER AUTO PARTS, INC.	BATTERY	149.49
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER AND OIL	24.82
661-441.000-740.000	FISHER AUTO PARTS, INC.	RETURN-REFUND	(68.02)
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER AND OIL	68.02
661-441.000-740.000	FISHER AUTO PARTS, INC.	TOOL/EQUIPMENT	599.99
661-441.000-740.000	FISHER AUTO PARTS, INC.	LIGHTS	31.38
661-441.000-740.000	FISHER AUTO PARTS, INC.	WIPERS	17.98
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	7.02
661-441.000-740.000	LEVALLEY CHEVROLET GMC TRUCK INC.	PART	353.43
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	253.16
661-441.000-740.000	O' REILLY AUTO PARTS	PARTS	18.97
661-441.000-740.000	O' REILLY AUTO PARTS	FILTER	5.29
661-441.000-740.000	O' REILLY AUTO PARTS	FUSES	9.00
661-441.000-740.000	O' REILLY AUTO PARTS	RETURN/REFUND	(9.00)
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PARTS	647.60
661-441.000-740.000	CERTIFIED LABORATORIES	SHOP SUPPLIES	312.65
661-441.000-740.000	FISHER AUTO PARTS, INC.	PART	76.04
661-441.000-740.000	FISHER AUTO PARTS, INC.	BODY WORK MATERIAL	12.30
661-441.000-740.000	FISHER AUTO PARTS, INC.	BODY REPAIR	18.49

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## EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
661-441.000-740.000	MID-COUNTY LAWN & GARDEN	AIR FILTERS	158.94
661-441.000-740.000	MID-COUNTY LAWN & GARDEN	MOTOR OIL	63.92
661-441.000-740.000	O' REILLY AUTO PARTS	FILTERS AND PARTS - MOWER PARTS	23.57
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	HARDWARE	8.25
661-441.000-741.000	FIRST NATIONAL BANK OF OMAHA	GREG GROTHOUS	33.00
661-441.000-741.000	PRI MAR PETROLEUM	LUBRICANTS	2,403.20
661-441.000-741.000	PRI MAR PETROLEUM	FUEL	24,974.74
661-441.000-850.000	VERIZON WIRELESS	BILL PERIOD 02-24-2025 TO 03-23-2025	72.02
661-441.000-930.000	FIRST NATIONAL BANK OF OMAHA	GREG GROTHOUS	120.00
661-441.000-930.000	MCCANN INDUSTRIES, INC.	LOADER REPAIR	1,857.13
661-441.000-941.000	ENTERPRISE FM TRUST	VEHICLE LEASES	2,152.24
	Total For Dept 441.000 Public Works Department		35,182.46
	Total For Fund 661 Motor Pool Fund		35,750.79
Fund 677 Self-Insurance Fund			
Dept 851.000 Insurance Premiums			
677-851.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	VOLUNTARY LIFE INSURANCE FOR APRIL 2025	281.39
	Total For Dept 851.000 Insurance Premiums		281.39
	Total For Fund 677 Self-Insurance Fund		281.39
Fund 690 Health Care Fund			
Dept 000.000			
690-000.000-687.000	BLUE CROSS BLUE SHIELD	BILL PERIOD 02-01-2025 TO 02-28-2025	(34,715.35)
	Total For Dept 000.000		(34,715.35)
Dept 851.000 Insurance Premiums			
690-851.000-716.100	VARIPRO	MAY HELATH PREMIUM - RETIREES OVER AGE 65	1,946.00
690-851.000-716.200	BLUE CROSS BLUE SHIELD	BILL PERIOD 02-01-2025 TO 02-28-2025	57,034.51
690-851.000-716.200	BLUE CROSS BLUE SHIELD	BILL PERIOD 03-01-2025 TO 03-31-2025	137,690.25
690-851.000-716.300	BLUE CROSS BLUE SHIELD	BILL PERIOD 02-01-2025 TO 02-28-2025	68,541.35
690-851.000-716.300	BLUE CROSS BLUE SHIELD	BILL PERIOD 03-01-2025 TO 03-31-2025	30,586.75
690-851.000-716.400	BLUE CROSS BLUE SHIELD	BILL PERIOD 02-01-2025 TO 02-28-2025	42,701.14
690-851.000-716.600	BLUE CROSS BLUE SHIELD	BILL PERIOD 03-01-2025 TO 03-31-2025	4,483.75
690-851.000-801.000	BASIC	QUARTERLY ADMIN FEE	390.00
	Total For Dept 851.000 Insurance Premiums		343,373.75
	Total For Fund 690 Health Care Fund		308,658.40
Fund 755 Housing Payroll Fund			
Dept 535.000 Component Units & Joint Ventures			
755-535.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	APRIL 2025 LIFE INSURANCE	21.20

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EXP CHECK RUN DATES 04/03/2025 - 04/23/2025

GL Number	Vendor	Invoice Desc.	Amount
		Total For Dept 535.000 Component Units & Joint Ventures	21.20
		Total For Fund 755 Housing Payroll Fund	21.20
	Fund Totals:		
		Fund 101 General Fund	141,648.65
		Fund 202 Major Street Fund	242.86
		Fund 203 Local Street Fund	1,132.71
		Fund 209 Cemetery Fund	3,218.58
		Fund 214 Depot Fund	61.30
		Fund 226 Rubbish Collection Fund	59,328.26
		Fund 243 Brownfield Redevelopment Authority Fund	30.00
		Fund 271 Library Fund	35,280.35
		Fund 275 Band Fund	1,810.68
		Fund 401 Capital Projects Fund	76,626.11
		Fund 441 UPTON RECONSTRUCTION	673.75
		Fund 590 Sewer Fund	806,595.54
		Fund 591 Water Fund	795,968.03
		Fund 592 City System Development Fund	10,112.47
		Fund 594 Marina Fund	176,848.87
		Fund 661 Motor Pool Fund	35,750.79
		Fund 677 Self-Insurance Fund	281.39
		Fund 690 Health Care Fund	308,658.40
		Fund 755 Housing Payroll Fund	21.20
		Total For All Funds:	2,454,289.94

Attachment: EXP CHECK RUN DATES 04-03-2025 TO 04-23-2025 (10736 : Invoice and Tax Disbursements)



# Agenda Item

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

**FROM:** Ben Reynnells, Finance Director

**RE:** Quarterly Investment Report PA 20

**MEETING DATE:** April 28, 2025

As part of the consent agenda please accept this Public Act 20 of 1943 (PA20) report. PA20 requires the “investment officer” to annually provide a written report to the governing body concerning the investment of the funds. Going forward, staff plans to share this report quarterly. Included with this agenda item is a summary published by the State of Michigan detailing the requirements of PA20, and a summary of our investments and interest earned.

Included in this report are funds invested with Huntington Bank, MCLASS, Fidelity (Doris K Lininger Custodial Account) and 5/3 Securities. We are not presenting the funds invested with Berrien Community Foundation, or for the pension. While the Berrien Community Foundation is included with our financials, we don’t control those investments. The pension investments are controlled by the City of St. Joseph Employees Retirement System board.

The interest earned from our checking accounts is included with the year-to-date interest revenue on this report.

Below is a summary of interest rates from the most recent statements for each institution, as well as our checking accounts.

Statement Rate	FY25 Q1	FY25 Q2	FY25 Q3	FY25 Q4
MCLASS	4.9769%	4.6870%	4.4156%	
Fidelity	5.0100%	4.9100%	4.6800%	
5/3 Securities	4.6640%	4.4440%	4.2160%	
UFCU - Pooled	3.9900%	3.4900%	3.2500%	
UFCU - General	0.0400%	0.0500%	0.0500%	
UFCU - Library	0.0500%	0.0500%	0.0500%	
UFCU - Utility	0.1400%	0.1600%	0.0500%	
UFCU - Marina	0.0500%	0.0500%	0.0500%	
UFCU - Tax	0.1400%	0.0500%	0.0400%	

## ATTACHMENTS:

- PA20 Investments of Surplus Funds of Political Subdivisions (PDF)
- FY25 Q3 PA 20 CC Report (PDF)



## TREASURY

### Investments of Surplus Funds of Political Subdivisions

#### Public Act 20 of 1943 as amended by Public Act 196 of 1997

Public Act 20 of 1943 as amended through June 30, 1997	Public Act 20 of 1943 as amended through December 31, 1997
<b>129.91</b>	
Sec. 1. (1) The legislative or governing body of a county, city, village, township, or special assessment district, or an agency, board, or commission of a county, city, village or township, by resolution may authorize its treasurer or other chief fiscal officer to invest surplus funds belonging to and under the control of the political subdivision, special assessment district, or agency, board, or commission of a county as follows:	Sec. 1. (1) Except as provided in section 5, the governing body by resolution may authorize its investment officer to invest the funds of the public corporation in 1 or more of the following:
(a) In bonds, securities, and other obligations of the United States, or an agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States. This subdivision shall include securities issued or guaranteed by the government national mortgage association.	(a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
(b) In certificates of deposit, savings accounts, deposit accounts, or depository receipts of a financial institution, but only if the financial institution complies with subsection (2).	(b) Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a financial institution, buy only if the financial institution complies with subsection (2).
(c) In commercial paper rated at the time of purchase within the 3 highest classifications established by not less than 2 standard rating	(c) Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard

services and which matures not more than 270 days after the date of purchase. Not more than 50% of any fund may be invested in commercial paper at any time.	rating services and that matures not more than 270 days after the date of purchase.
(d) In United States government or federal agency obligation repurchase agreements.	(d) Repurchase agreements consisting of instruments listed in subdivision (a).
(e) In bankers' acceptances of United States banks.	(e) Bankers' acceptances of United States banks.
	(f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than 1 standard rating service.
(f) In mutual funds composed of investment vehicles which are legal for direct investment by local units of government in this state.	
	<p>(g) Mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with the authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of either of the following:</p> <p>(i) The purchase of securities on a when-issued or delayed delivery basis.</p> <p>(ii) The ability to lend portfolio securities as long as the mutual fund receives collateral all times equal to at least 100% of the securities loaned.</p> <p>(iii) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.</p>

	(h) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the Urban Cooperations Act, PA 7 of 1967 (Ex Sess), MCL 124.501 to 124.512.
	(i) Investment pools organized under the surplus funds investment pool act, PA 367 of 1982, 129.111 to 129.118.
	(j) The investment pools organized under the local government investment pool act, <a href="#">PA 121 of 1985</a> , MCL 129.141 to 129.150.
(2) A county, city, village, township, or special assessment district investing funds under subsection (1) shall not deposit or invest the funds in a financial institution which is not eligible to be a depository of surplus funds belonging to the state under section 6 of PA 105 of 1855, MCL 21.146.	(2) A public corporation that invests its funds under subsection (1) shall not deposit or invest the funds in a financial institution that is not eligible to be a depository of funds belonging to the state under a law or rule of this state or the United States.
(3) Assets acceptable for pledging to secure deposits of public funds are limited to any of the following: (a) (b) (i) (ii) (iii) (c)	(3) Assets acceptable for pledging to secure deposits of public funds are limited to assets authorized for direct investment under section (1).
(4) As used in this section, "financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and which maintains a principal office or branch office in this state under the laws of this state or the United States.	(4) As used in this section, "financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and which maintains a principal office or branch office in this state under the laws of this state or the United States.

**Act 196 PA 1997 ADDED subsection (5) to Section 1 as follows:**

(5) As used in this act:

(a) "Governing body" means the legislative body, council, commission, board or other body having legislative powers of a public corporation.

(b) "Funds" means the money of a public corporation, the investment of which is not otherwise subject to a public act of this state or bond authorizing ordinance or resolution of a public corporation that permits investment in fewer than all of the investment options listed in subsection (1) or imposes 1 or more conditions upon an investment in an option listed in subsection (1).

(c) "Investment officer" means the treasurer or other person designated by statute or charter of a public corporation to act as the investment officer. In the absence of statute or charter designation, the governing body of a public corporation shall designate the investment officer.

(d) "Public corporation" means a county, city, village, township, port district, drainage district, special assessment district, or metropolitan district of this state, or a board, commission, or another authority or agency created by or under an act of the legislature of this state.

#### **Act 196 PA 1997 REPEALED Section 2 of Act 20 PA 1943.**

#### **Act 196 PA 1997 AMENDED Section 3 as follows:**

Sec. 3. Investments made before the effective date of the amendatory act that repealed section 2 of the surplus funds, sinking funds, or insurance funds of a political subdivision of this state in bonds and other obligations of the United States or its instrumentalities or certificates of deposit or depository receipts of a bank that is a member of the federal deposit insurance corporation as provided under section 1 and former section 2 of this act are hereby ratified and validated.

#### **Act 196 PA 1997 Added Section 5 and 6 as follows:**

Sec. 5. (1) Not more than 180 days after the end of a public corporation's first fiscal year that ends after the effective date of the amendatory act that repealed section 2, a governing body, in conjunction with the investment officer, shall adopt an investment policy that, at a minimum, includes all of the following:

(a) A statement of the purpose, scope, and objectives of the policy, including safety, diversification, liquidity, and return on investment.

(b) A delegation of authority to make investments.

(c) A list of authorized investment instruments. If the policy authorizes an investment in mutual funds, it shall indicate whether the authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share or also includes securities

whose net asset value per share may fluctuate on a periodic basis.

(d) A statement concerning safekeeping, custody, and prudence.

(2) A governing body that as of the effective date of the amendatory act that repealed section 2 has adopted an investment policy that substantially complies with the minimum requirements under subsection (1) is not in violation of this section as long as that policy remains in effect.

Sec 6.(1) Subject to subsection (2), before executing an order to purchase or trade the funds of a public corporation, the financial intermediary, broker, or dealer shall be provided with a copy of the public corporation's investment policy and shall do both of the following:

(a) Acknowledge receipt of the investment policy.

(b) Agree to comply with the terms of the investment policy regarding buying or selling of securities.

(2) A public corporation is subject to subsection (1) beginning on the date that the investment policy of a public corporation takes effect or 180 days after the end of the public corporation's first fiscal year ending after the effective date of the amendatory act that repealed section 2, whichever is earlier.

(3) The investment officer annually shall provide a written report to the governing body concerning the investment of the funds.



## Investments of Surplus Funds of Political Subdivisions

Copyright State of Michigan

Fund Name		Huntington CD 003.000	MCLASS 008.000	Fidelity (Doris K Lininger Custodial Account) 016.500	5/3 Securities 002.500 & 017.000	Interest Ear (Less Pensio With UFCL 665.000
101	General Fund (Includes 102 Budget Stabilization Fund)	-	4,728,970.39	-	3,097,983.77	203,679
151	Cemetery Trust Fund	-	136,879.07	-	-	4,811
155	Library Endowment Fund	152,000.00	347,917.64	-	-	12,271
202	Major Street Fund	-	1,163,277.65	-	1,532,667.82	45,271
203	Local Street Fund	-	208,698.08	-	-	15,241
204	Municipal Street Fund	-	4,306,081.12	-	2,183,136.82	177,561
209	Cemetery Fund	-	275,929.94	-	-	9,661
214	Depot Fund	-	286,453.67	-	-	10,251
226	Rubbish Collection Fund	-	1,121,165.80	-	-	43,961
243	Brownfield Redevelopment Authority Fund	-	84,199.51	-	-	2,851
248	Downtown Development Authority Fund	-	80,076.61	-	-	3,061
264	Law Enforcement Training Fund	-	14,014.94	-	-	541
265	Drug Law Enforcement Fund	-	3,974.22	-	-	141
266	Law Enforcement Fund Criminal Forfeiture	-	30.53	-	-	1
271	Library Fund	-	979,729.51	5,104.82	-	41,761
275	Band Fund	-	416,099.51	-	-	14,461
301	General Debt Service Fund	-	-	-	-	10,311
401	Capital Projects Fund	-	255,358.55	-	2,281,765.36	30,681
471	Library Capital Project Fund	-	-	-	-	1
485	Lighthouse Capital Improvement Fund	-	225,889.01	-	-	7,221
590	Sewer Fund	-	4,748,443.21	-	1,076,043.70	181,331
591	Water Fund	-	7,051,486.60	-	3,246,782.33	192,331
592	City System Development Fund	-	2,293,216.01	-	1,100,987.17	69,941
594	Marina Fund	-	685,382.31	-	-	23,111
661	Motor Pool Fund	-	525,530.12	-	-	25,441
677	Self-Insurance Fund	-	627,940.50	-	501,136.14	22,191
690	Health Care Fund	-	1,072,545.17	-	-	43,131
		152,000.00	31,639,289.67	5,104.82	15,020,503.11	1,191,321

Attachment: FY25 Q3 PA 20 CC Report (10677 : Quarterly Investment Report - PA 20)





# Agenda Item

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

**FROM:** Ben Reynnells, Finance Director

**RE:** Set Public Hearing for May 12, 2025 - Proposed Budget and Millage Rates

**MEETING DATE:** April 28, 2025

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As part of the Consent Agenda, the City Commission is being asked to set a Public Hearing regarding the proposed 2025-2026 Fiscal Year Budget. The property tax millage rates proposed to be levied to support the proposed budget will be a subject of this hearing. A copy of the Public Notice, which is required by law and which will appear in the Herald Palladium at least six days prior to the May 12, 2025 Public Hearing, is attached for your information.

The City Commission will receive a copy of the proposed budget and draft appropriations ordinance on Monday night for review in advance of the scheduled meeting and public hearing. The budget document includes the proposed 2025-2026 Fiscal Year Budget. This document will be posted on the City website for public review.

*Action requested:* Motion, as part of the consent agenda, to set a Public Hearing for Monday, May 12, 2025 at 6:00 p.m. for the purpose of taking public comments on the proposed 2025-2026 Fiscal Year Budget and the tax millage rates proposed to be levied to support the proposed budget.

**ATTACHMENTS:**

- FY26 Notice of a Public Hearing - Final (PDF)
- mcl-141-412 (PDF)

**CITY OF ST. JOSEPH****NOTICE OF PUBLIC HEARING ON THE PROPOSED CITY BUDGET**

The City Commission of the City of St. Joseph will hold a public hearing on the proposed 2025-2026 Fiscal Year Budget and General Appropriations Ordinance. The hearing will be held in the City Commission Chambers, 700 Broad Street, St. Joseph, MI, on Monday, May 12, 2025 at 6:00 p.m.

**The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.**

The City Commission will take action on the proposed budget following the public hearing.

Copies of the proposed budget will be available for public inspection on the City of St. Joseph's website, [www.sjcity.com](http://www.sjcity.com).

This notice is published by the City of St. Joseph, 700 Broad Street, St. Joseph, MI 49085 tel. 269-983-5541.

**BUDGET HEARINGS OF LOCAL GOVERNMENTS (EXCERPT)**  
**Act 43 of 1963 (2nd Ex. Sess.)**

**141.412 Local unit of government; public hearing on proposed budget; notice.**

Sec. 2. A local unit shall hold a public hearing on its proposed budget. The local unit shall give notice of the hearing by publication in a newspaper of general circulation within the local unit at least 6 days before the hearing. The notice shall include the time and place of the hearing and shall state the place where a copy of the budget is available for public inspection. The notice shall also include the following statement printed in 11-point boldfaced type: "The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing."

**History:** 1963, 2nd Ex. Sess., Act 43, Imd. Eff. Dec. 27, 1963;—Am. 1995, Act 40, Imd. Eff. May 22, 1995.



# Agenda Item

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

**FROM:** Tim Zebell, City Engineer

**RE:** 2025 Sewer Rehabilitation Project Award

**MEETING DATE:** April 28, 2025

On April 22<sup>nd</sup> the City received and opened bids for the 2025 Sewer Rehabilitation Project. The results of the bids are listed below.

Contractor	Bid Total
Engineer's Estimate	\$ 213,787.25
Waste Recovery Systems, Inc	\$ 171,976.25
Plummer's Environmental Services, Inc	\$ 196,810.00
Insituform Technologies USA, LLC	\$ 220,250.60

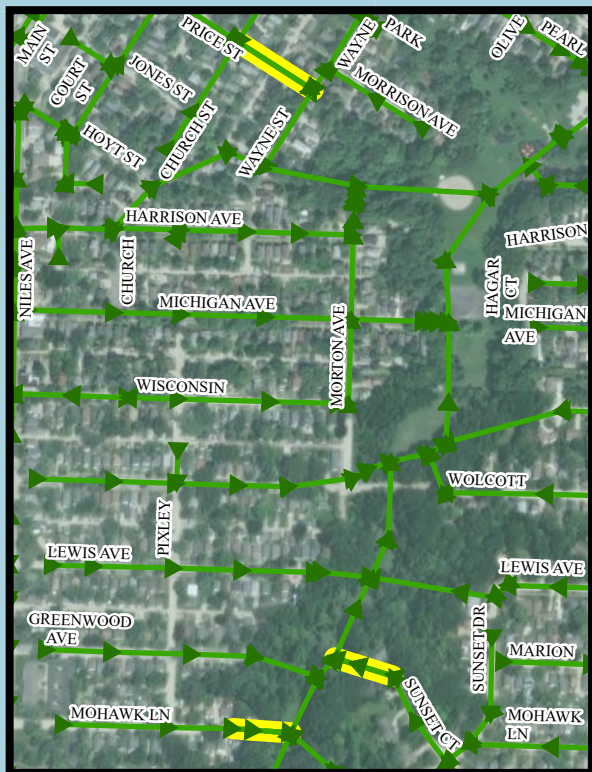
This work consists of installing Cured-In-Place Pipes (CIPP) within existing sewers on Upton Drive, Price Street, Sunset Drive, and Mohawk Lane to the limits shown on the attached map. This type of rehabilitation not only creates a new structural pipe but also eliminates pipe joints between manholes. This helps to reduce infiltration of stormwater into the sanitary system.


Waste Recovery Systems, Inc is the low bidder for the project and their bid is below the Engineer's Estimate. City staff has spoken to representatives of different municipalities that Waste Recovery Systems, Inc has completed or are currently undertaking projects of a similar scope, all were satisfied with Waste Recovery Systems' work and would (or are currently) working with them again. Because they are the low bidder and had successful reference checks, city staff is recommending awarding the 2025 Sewer Rehabilitation Project to Waste Recovery Systems, Inc in the amount of \$171,976.25.

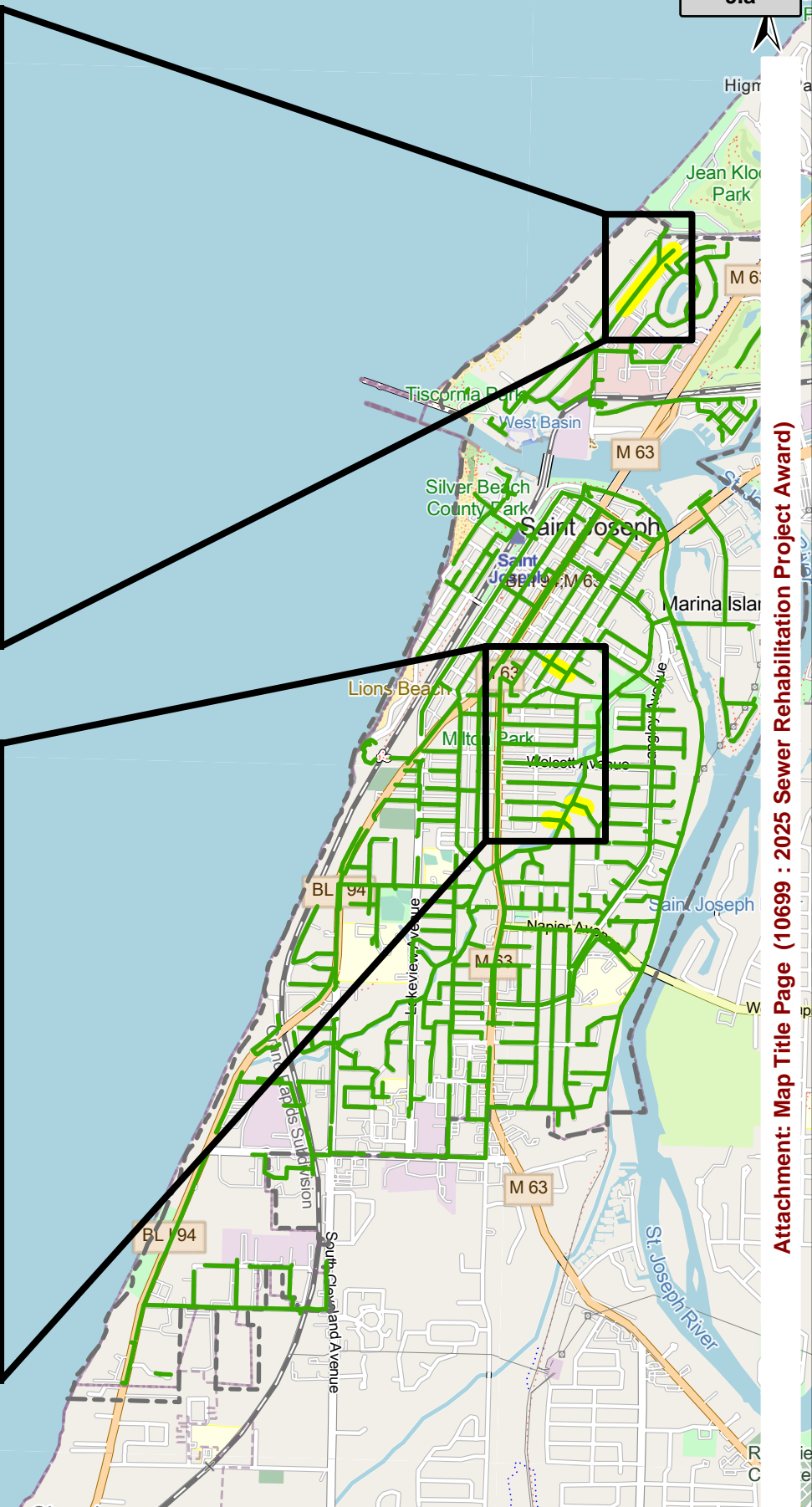
*Action Requested:* To approve, as part of the consent agenda, awarding the 2025 Sewer Rehabilitation Project to Waste Recovery Systems, Inc, in the amount \$171,976.25, and to authorize the City Manager to execute the contract on behalf of the city.

## **ATTACHMENTS:**

- Map Title Page (PDF)
- Bid Tabulation\_04222025 (PDF)
- Waste Recovery System Bid (PDF)



 Sewer Selected for CIPP Rehab



Attachment: Map Title Page (10699 : 2025 Sewer Rehabilitation Project Award)



City of St. Joseph  
Engineering Department  
700 Broad Street  
St. Joseph, MI 49085  
Telephone: 269-983-5541  
Email: tzebell@sjcity.com  
austin@sjcity.com

## 2025 Sewer Rehabilitation Project Cover Sheet

DATE: 3/10/ 5

DRAWN BY: AKA  
Packet Pg. 49



**City of St. Joseph  
Engineering Department  
2025 Sewer Rehabilitation Project  
Bid Tabulation**

#	Work Item	Qty	Unit	Engineer's Estimate		Waste Recovery Systems		
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	% Eng Est
1	Mobilization, Max 10%	1	LSUM	\$ 19,500.00	\$ 19,500.00	\$ 11,400.00	\$ 11,400.00	58%
2	Heavy Cleaning 8 inch Sanitary Sewer	105	LFT	\$ 1.00	\$ 105.00	\$ 3.50	\$ 367.50	350%
3	Heavy Cleaning 10 inch Sanitary Sewer	60	LFT	\$ 1.00	\$ 60.00	\$ 3.75	\$ 225.00	375%
4	Heavy Cleaning 12 inch Sanitary Sewer	25	LFT	\$ 1.50	\$ 37.50	\$ 3.75	\$ 93.75	250%
5	Heavy Cleaning 18 inch Sanitary Sewer	365	LFT	\$ 2.15	\$ 784.75	\$ 4.00	\$ 1,460.00	186%
6	CIPP Sewer Lining, Sanitary, 8 inch	1015	LFT	\$ 70.00	\$ 71,050.00	\$ 48.00	\$ 48,720.00	69%
7	CIPP Sewer Lining, Sanitary, 10 inch	600	LFT	\$ 80.00	\$ 48,000.00	\$ 58.00	\$ 34,800.00	73%
8	CIPP Sewer Lining, Sanitary, 12 inch	240	LFT	\$ 90.00	\$ 21,600.00	\$ 66.00	\$ 15,840.00	73%
9	CIPP Sewer Lining, Sanitary, 18 inch	365	LFT	\$ 110.00	\$ 40,150.00	\$ 118.00	\$ 43,070.00	107%
10	Protruding Connection, Grinding	5	EA	\$ 500.00	\$ 2,500.00	\$ 200.00	\$ 1,000.00	40%
11	Traffic Control	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	150%
<b>Total</b>					<b>\$ 213,787.25</b>		<b>\$ 171,976.25</b>	<b>80%</b>





**City of St. Joseph  
Engineering Department  
2025 Sewer Rehabilitation Project  
Bid Tabulation**

#	Work Item	Qty	Unit	Plummer's Environmental Services, Inc			Insituform Technologies		
				Unit Cost	Extended Cost	% Eng Est	Unit Cost	Extended Cost	% Eng Est
1	Mobilization, Max 10%	1	LSUM	\$ 2,000.00	\$ 2,000.00	10%	\$ 26,771.91	\$ 26,771.91	137%
2	Heavy Cleaning 8 inch Sanitary Sewer	105	LFT	\$ 4.00	\$ 420.00	400%	\$ 5.67	\$ 595.35	567%
3	Heavy Cleaning 10 inch Sanitary Sewer	60	LFT	\$ 4.00	\$ 240.00	400%	\$ 5.67	\$ 340.20	567%
4	Heavy Cleaning 12 inch Sanitary Sewer	25	LFT	\$ 4.00	\$ 100.00	267%	\$ 5.67	\$ 141.75	378%
5	Heavy Cleaning 18 inch Sanitary Sewer	365	LFT	\$ 7.00	\$ 2,555.00	326%	\$ 6.67	\$ 2,434.55	310%
6	CIPP Sewer Lining, Sanitary, 8 inch	1015	LFT	\$ 64.00	\$ 64,960.00	91%	\$ 64.30	\$ 65,264.50	92%
7	CIPP Sewer Lining, Sanitary, 10 inch	600	LFT	\$ 80.00	\$ 48,000.00	100%	\$ 83.56	\$ 50,136.00	104%
8	CIPP Sewer Lining, Sanitary, 12 inch	240	LFT	\$ 91.00	\$ 21,840.00	101%	\$ 117.62	\$ 28,228.80	131%
9	CIPP Sewer Lining, Sanitary, 18 inch	365	LFT	\$ 143.00	\$ 52,195.00	130%	\$ 116.58	\$ 42,551.70	106%
10	Protruding Connection, Grinding	5	EA	\$ 500.00	\$ 2,500.00	100%	\$ 155.92	\$ 779.60	31%
11	Traffic Control	1	LSUM	\$ 2,000.00	\$ 2,000.00	20%	\$ 3,006.24	\$ 3,006.24	30%
					<b>\$ 196,810.00</b>	<b>92%</b>		<b>\$ 220,250.60</b>	<b>103%</b>

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:

CITY OF ST. JOSEPH  
700 BROAD STREET  
ST. JOSEPH, MICHIGAN 49085  
ATTN: ABBY BISHOP, CITY CLERK

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>April 8th, 2025</u>
<u>#2</u>	<u>April 14th, 2025</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.



- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### ARTICLE 5 – BID SECURITY

- 5.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached, or issuing surety's form) issued by a surety.
- 5.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

**ARTICLE 6 – BASIS OF BID**

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item #	Work Item	Qty	Unit	Unit Price	Extended Price
1	Mobilization, Max 10%	1	LSUM	11,400	11,400.00
2	Heavy Cleaning 8 inch Sanitary Sewer	105	LFT	3.50	367.50
3	Heavy Cleaning 10 inch Sanitary Sewer	60	LFT	3.75	225.00
4	Heavy Cleaning 12 inch Sanitary Sewer	25	LFT	3.75	93.75
5	Heavy Cleaning 18 inch Sanitary Sewer	365	LFT	4.00	1,460.00
6	CIPP Sewer Lining, Sanitary, 8 inch	1015	LFT	48.00	48,720.00
7	CIPP Sewer Lining, Sanitary, 10 inch	600	LFT	58.00	34,800.00
8	CIPP Sewer Lining, Sanitary, 12 inch	240	LFT	66.00	15,840.00
9	CIPP Sewer Lining, Sanitary, 18 inch	365	LFT	118.00	43,070.00
10	Protruding Connection, Grinding	5	EA	200.00	1,000.00
11	Traffic Control	1	LSUM	15,000	15,000.00
<b>Total of Extended Prices</b>				<b>\$ 171,976.25</b>	

6.02 Bidder acknowledges all quantities are estimated and not guaranteed.

6.03 The City reserves the right to remove any sewer segment(s) and/or manhole(s) from the contract for any reason.

**ARTICLE 7 – TIME OF COMPLETION**

7.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with Progress Clause and in no case later than **October 17, 2025**.

7.02 Bidder may submit an alternate schedule for consideration if the Bidder cannot meet the Progress Clause.

7.03 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work with the Contract Times.

**ARTICLE 8 – ATTACHMENTS TO THIS BID**

8.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a certified check, cashier's check, or bid bond in an amount of 5% of the total bid amount, made payable to CITY OF ST. JOSEPH.
- B. List of Proposed Subcontractors
- C. List of References
- D. Affidavit of Non-Collusion



**ARTICLE 9 – SUBMITTAL OF BID**

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "2025 SANITARY SEWER REHABILITATION PROJECT – SEALED BID ENCLOSED, DATE OF BID OPENING: April 22, 2025 AT 3:00 PM LOCAL TIME". A mailed Bid shall be addressed to City of St. Joseph, 700 Broad Street, St. Joseph, MI 49085. Attn: Abby Bishop, City Clerk.

**ARTICLE 10 – MODIFICATION AND WITHDRAWAL OF BID**

- 10.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 10.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

**ARTICLE 11 – BID SUBMITTAL**

- 11.01 This Bid submitted by:

If Bidder is:

A Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_



A CorporationCorporation Name: Waste Recovery Systems (SEAL)State of Incorporation: MichiganType (General Business, Professional, Service, Limited Liability): Professional, ServiceBy: [Signature]  
(Signature – attach evidence of authority to sign)Name (typed or printed): Sam BiggioTitle: Vice President

(CORPORATE SEAL)

Attest: [Signature]  
(Signature of Corporate Secretary)Date of Qualification to do business in Michigan [State Where Project is Located] is 05 \ 01 \ 07.A Joint Venture

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: \_\_\_\_\_

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

Submitted on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

## CITY OF ST. JOSEPH, MICHIGAN

## 2025 SEWER REHABILITATION PROJECT

CONTRACTOR NAME: Waste Recovery Systems

## LIST OF PROPOSED SUB CONTRACTORS:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>SCOPE OF WORK</u>
1. <u>Corby Energy</u>	<u>6001 Schooner St</u>	<u>Possible Water</u>
	<u>Van Buren Twp</u>	<u>Cure Help</u>
2. _____	<u>Mi 48111</u>	_____
	_____	_____
3. _____	_____	_____
	_____	_____
4. _____	_____	_____
	_____	_____
5. _____	_____	_____
	_____	_____

## CITY OF ST. JOSEPH, MICHIGAN

## 2025 SEWER REHABILITATION PROJECT

CONTRACTOR NAME: Waste Recovery Systems

## LIST OF REFERENCES:

REFERENCE NAME & PROJECT	REFERENCE ADDRESS	REFERENCE TELEPHONE & EMAIL ADDRESS
1. <u>Brandon Mieras</u> <u>Lincoln Twp CIPP-2024</u>	<u>544 Ottawa Ave NE Ste 710</u> <u>Grand Rapids, MI 49503</u>	<u>616-644-8820</u> <u>Mieras@williams-works.com</u>
2. <u>Terry Steenhagen</u> <u>Kentwood CIPP-2024</u>	<u>5068 Brenton Rd SE</u> <u>Kentwood MI, 49508-5208</u>	<u>616-485-8603</u> <u>Steenhagen@kentwood.us</u>
3. <u>Jodie Theis</u> <u>Wyoming CIPP-2024</u>	<u>2660 Burlingame Ave SW</u> <u>Wyoming MI, 49509</u>	<u>616-889-7657</u> <u>Jodie.Theis@wyoming.gov</u>
4. _____	_____	_____
5. _____	_____	_____

Attachment: Waste Recovery System Bid (10699 : 2025 Sewer Rehabilitation Project Award)

## CITY OF ST. JOSEPH, MICHIGAN

## 2025 SEWER REHABILITATION PROJECT

## NON-COLLUSION AFFIDAVIT

STATE OF Michigan  
 COUNTY OF Kent

The undersigned bidder or agent, being duly sworn, on oath says that he will not, nor will any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and the his bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

Brian Flickinger

Bidder

Bidder or Agent

FOR: Waste Recovery Systems  
 Firm or Corporation

Subscribed and sworn to before me this 15<sup>th</sup> day of April, 20 25.

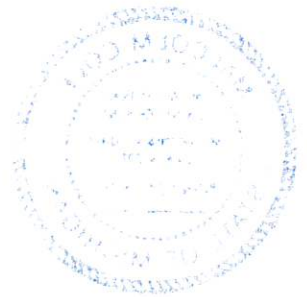
My commission expires: 06/14/2028

[Signature]

Notary Public









700 Broad Street • St. Joseph, Michigan 49085-1276 • www.sjcity.com

## ADDENDUM NO. 2

**Date:** April 14<sup>th</sup>, 2025

**To:** All Planholders


**From:** Alex Austin, P.E., Assistant City Engineer / GIS & CMMS Coordinator

**Re:** 2025 Sewer Rehabilitation Project

The following items are changes to and/or clarifications of the drawings and specifications, and shall be included in the Bid Proposal. All of these items will be part of the Contract Documents. The Bidder shall acknowledge receipt of this Addendum in the appropriate space provided on this document. Failure to do so may result in disqualification of the bid.

1. In the Advertisement for Bids
  - a. The Protruding Connection, Grinding Pay Item was added.
  - b. Pay Item numbering typo was corrected.
2. In the Bid Form
  - a. The Protruding Connection, Grinding Pay Item was added.
  - b. Pay Item numbering typo was corrected.
3. In the Special Provision for Sewer Rehabilitation
  - a. Under Construction in section III "Service Lateral Assessment and Reinstatement"
    - i. Item E was added with the following language.
      1. "Any existing connection that is protruding into the sewer main in such a way that will negatively impact the installation of the CIPP, shall be ground or cut to make it flush with the sewer main prior to installation of the CIPP. This work shall be paid for using the Protruding Connection, Grinding pay item. The Contractor shall request approval from the Owner prior to undertaking this work for it to be eligible for payment."
  - b. Under Measurement and Payment language was added for the pay item Protruding Connection, Grinding.

Please acknowledge receipt of this addendum by signing the below and attaching to the bid forms. Should you have any questions or comments, please feel free to contact me.

Waste Recovery Systems	4/15/2025
Company	Date
	Project Manager
Signature	Title
Brian Flickinger	
Print or Type Name	

Attachment: Waste Recovery System Bid (10699 : 2025 Sewer Rehabilitation Project Award)

**Questions:**

Question 1: Do you have locations of the Heavy Cleaning locations? I'm just curious if those runs might happen to be on a busy road or not if we would need any traffic control. Or are those segments essentially the same runs for the CIPP?

Answer 1: The heavy cleaning will be the same segments as the CIPP segments. It's not anticipated to be needed for every segment but we would like to have pricing in the contract in the event we do need it prior to lining. We do know the segment located on Price St is expected to need heavy cleaning prior to the liner being installed.

Question 2: St Joeph has a quantity discrepancy between their bid tab and the maps they provided.

Item	Bid Tab	Map	Difference
CIPP Sewer Lining, Sanitary, 8 inch	1070	965	105
CIPP Sewer Lining, Sanitary, 10 inch	370	570	-200
CIPP Sewer Lining, Sanitary, 12 inch	250	227	23
CIPP Sewer Lining, Sanitary, 18 inch	390	349	41

Can you please clarify these discrepancies?

Answer 2: The lengths on the map are from our GIS and are not survey grade accurate. These lengths are increased by ~10% to have a contingency for inaccuracy between the actual length of the sewer and the length shown in GIS. After further review the contingency will be dropped to ~5% in Addendum 1. In the case of the CIPP Sewer Lining, Sanitary, 10 inch, that was a typo and will be corrected in Addendum 1.

Please acknowledge receipt of this addendum by signing the below and attaching to the bid forms. Should you have any questions or comments, please feel free to contact me.

Waste Recovery Systems  
Company

4/11/2025  
Date

*Brian Flickinger*  
Signature

Project Manager  
Title

Brian Flickinger  
Print or Type Name

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

Waste Recovery Systems, Inc  
4750 CLYDE PARK AVE SW STE B  
WYOMING, MI 49509

**OWNER** (Name, legal status and address):

CITY OF ST JOSEPH  
700 BROAD ST  
SAINT JOSEPH, MI 49085

**BOND AMOUNT:**

5% of bid

**PROJECT** (Name, location or address, and Project number, if any):

2025 Sewer Rehabilitation Project

**SURETY** (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

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.

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 the 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 requirements 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.

Signed and sealed this 22

day of April, 2025

*Heather Ayers*  
(Witness)

*Heather Ayers*  
(Witness)

Waste Recovery Systems, Inc

(Principal) \_\_\_\_\_ (Seal)

*Sam Biggio*  
(Title)

Sam Biggio, VP

THE CINCINNATI INSURANCE COMPANY

(Surety) \_\_\_\_\_ (Seal)

*Robert Castle*  
(Title)

Robert Castle, VP



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.

**S-2000-AIA (11/10) PUBLIC**

Attachment: Waste Recovery System Bid (10699 : 2025 Sewer Rehabilitation Project Award)



Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Dan Charles, Dan J Charles, Robert Castle

of GRAND RAPIDS, MI

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Five Million Dollars and 00/100 (\$5,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

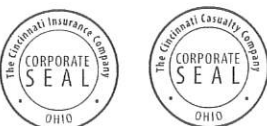
On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*  
Keith Collett, Attorney at Law  
Notary Public – State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 22nd day of April, 2025.



*Ed H*



# Agenda Item

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

**FROM:** Tim Zebell, City Engineer

**RE:** Cleveland Avenue Resurfacing Project - MDOT Contract

**MEETING DATE:** April 28, 2025

Staff is asking the City Commission to approve a Resolution to execute the Michigan Department of Transportation (MDOT) Contract to receive up to \$517,900 in federal surface transportation block grant (STBG) funding for the Cleveland Avenue Resurfacing Project. The project limits are on Cleveland Avenue from Hilltop Road to Lakeshore Drive (BL-94) and it includes complete resurfacing of the roadway, replacement of some sidewalk that is in a state of disrepair, and upgraded ADA ramps as needed to meet current standards.

The MDOT letting, or bid opening, is scheduled on May 2, 2025. Staff typically holds our request to approve contracts such as this until after the bid opening, but in this case, it took some effort by our MDOT representative to place this on the May letting, and we want to make sure there is no delay in the award of the contract. The progress clause requires the work to be completed in 45 working days, within a construction window between July 14<sup>th</sup> and September 30<sup>th</sup>.

This project is utilizing advance construct funding, requiring the City to front some of the anticipated grant dollars. What that means is the City will receive some of the grant funding upfront, in this fiscal year (FY25), with the remainder of the funding slated in FY26; the amounts are \$237,900 and \$280,000 respectively. A deposit of \$250,000 is required and staff is holding an invoice in that amount that won't be paid until the City Commission approves the contract resolution. The advance construction process will be completed when City staff requests conversion of the \$250,000 on October 1, 2025, which is the beginning of MDOT's FY26. There is no guarantee that the advance construct funding will be paid back, however the City has completed multiple projects using this arrangement in the past and never had any issues with reimbursement. The advanced construct process offers more flexibility during the STBG project selection process and helps our municipal planning organization (MPO) maximize the use of the funding allocated to our region.

The attached contract contains standard MDOT boiler-plate language, and is essentially the same contract the City has approved numerous times in the past. The contract has been reviewed by both City Attorney Schmidt and myself. MDOT requires the Commission to authorize two individuals to sign the contract as part of the process, and this has typically been the City Manager and City Clerk. Therefore, staff recommends approval of the Resolution for Cleveland Avenue Resurfacing Project Contract, and to authorize City Manager Hackworth and City Clerk Bishop to sign the agreement on behalf of the City.

*Action Requested:* as part of the consent agenda, approve a Resolution for MDOT Contract 25-5173 to be eligible for Surface Transportation Block Grant funding for the Cleveland Avenue Resurfacing Project

and to authorize City Manager Hackworth and City Clerk Bishop to sign the agreement on behalf of the City.

**ATTACHMENTS:**

- 2025-04-23-MDOT- Email (PDF)
- 221088\_25-5173 r1 (PDF)

## **CLEVELAND AVENUE RESURFACING PROJECT - MDOT CONTRACT**

### **APPROVAL OF MDOT CONTRACT 25-5173/JOB NO. 21088CON CLEVELAND AVENUE RESURFACING PROJECT**

WHEREAS, the City of St. Joseph is engaged in a resurfacing project referred to as the Cleveland Avenue Resurfacing Project ("Project"), and

WHEREAS, federal 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 25-5173/Job Number 221088CON.

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 25-5173/Job Number 221088CON) to resurface Cleveland Avenue from Hilltop Road to Lakeshore Drive (BL-94) 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 28th day of April, 2025.

BY:

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

ATTEST:

\_\_\_\_\_  
Abby Bishop, City Clerk



## Tim Zebell

---

**From:** MDOT-eAgreements <MDOT-eAgreements@michigan.gov>  
**Sent:** Wednesday, April 23, 2025 2:03 PM  
**To:** Abby Bishop; Tim Zebell  
**Subject:** [EXTERNAL] Revised MDOT Agreement 25-5173 for review and approval  
**Attachments:** 221088\_25-5173 r1.pdf

RE: Contract Number: 25-5173  
 Control Section: STUL 11000  
 Job Number: 21088CON  
 Location: Cleveland Avenue

Attached is the subject agreement between your organization and the Michigan Department of Transportation (MDOT).

1. **Prepare a certified resolution approved by your board, commission, or council. The resolution should include:**
  - The Contract Number 25-5173
  - The name of official(s) authorized to sign the contract.
2. **Email [MDOT-eAgreements@Michigan.gov](mailto:MDOT-eAgreements@Michigan.gov) within 30 days from the date of this e-mail notification. Your email needs to include the following:**
  - The certified resolution
  - The names and email addresses of the officials authorized to sign the agreement.

**The agreement will then be sent to official(s) authorized to sign through the State of Michigan eSignature system.** Execution of the attached agreement is condition for award of the construction contract. Failure to execute in a timely manner may jeopardize the construction contract award.

The officials authorized to sign will be notified through the State of Michigan eSignature system when the agreement is executed and available to download.

Attachment

Thank you,  
 Lynnette Firman

Attachment: 2025-04-23-MDOT- Email (10697 : Cleveland Avenue Resurfacing Project - MDOT Contract)

(ADVANCE CONSTRUCTION CONTRACT)  
STP

DA  
Control Section STUL 11000  
Job Number 221088CON  
Project 25A0446  
CFDA No. 20.205 (Highway  
Research Planning &  
Construction)  
Contract No. 25-5173

## PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), 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 April 23, 2025, attached hereto and made a part hereof:

### PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and paving along Cleveland Avenue from Hilltop Road to Lakeshore Drive, including grading, aggregate base, concrete curb and gutter, pavement, concrete sidewalk, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

### PART B – NO FEDERAL PARTICIPATION

Installation of City supplied signs along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

06/19/96 ADVCONST.FOR 4/23/25

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

#### SURFACE TRANSPORTATION PROGRAM

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.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

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, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, 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 administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

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

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by the Federal government. Federal Surface Transportation Small MPO Funds in combination with Federal Surface Transportation Flex Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$517,900 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Surface Transportation Small MPO Funds limited to \$517,900 and used first. The current available Federal Surface Transportation Funds for the PROJECT are established

to be \$237,900. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds the lesser of: (1) \$517,900 or (2) 81.85 percent.

#### PART B

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

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

\$250,000

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within thirty (30) days after receipt of bill.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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12. If federal and/or 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 FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

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 and its agents 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 and its agents 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 and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents 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 and its agents 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.

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. 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, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.



15. 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.

16. 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.

17. 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.

18. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

19. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. 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 county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.



- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF ST. JOSEPH

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

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

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



Attachment: 221088\_25-5173 r1 (10697 : Cleveland Avenue Resurfacing Project - MDOT Contract)

April 23, 2025

## EXHIBIT I

CONTROL SECTION	STUL 11000
JOB NUMBER	221088CON
PROJECT	25A0446

ESTIMATED COST

## CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$689,400	\$ 600	\$690,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$689,400	\$ 600	\$690,000
Less Federal Funds (Current Fiscal Year)	<u>\$237,900</u>	<u>\$ 0</u>	<u>\$237,900</u>
Balance	\$451,500	\$ 600	\$452,100
Less Federal Funds (Advance Construction)			
Future Fiscal Year*	<u>\$280,000</u>	<u>\$ 0</u>	<u>\$280,000</u>
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$171,500	\$ 600	\$172,100

\* Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds the lesser of: (1) \$517,900 or (2) 81.85 percent.

DEPOSIT (MIN Deposit of Advance Construction Portion PART A - \$280,000)	\$250,000
(NONE REQUIRED - PART B)	<u>\$ 0</u>
	\$250,000

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DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

Attachment: 221088\_25-5173 r1 (10697 : Cleveland Avenue Resurfacing Project - MDOT Contract)

03-15-93

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## SECTION I

## COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.



## SECTION II

## PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

## SECTION III

## ACCOUNTING AND BILLING

## A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for 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.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

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 Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. 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, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package  
 The Data Collection Form  
 The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
 Accounting Service Center  
 Hannah Building  
 608 Allegan Street  
 Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final



or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

## MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

## SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. 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 the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.



## APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

## APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

**APPENDIX C****TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE  
AGREEMENTS WITH LOCAL AGENCIES****Assurance that Recipients and Contractors Must Make  
(Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



# Agenda Item

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

**FROM:** Cameron Welch,

**RE:** Special Event Application - St. Joe Farmers Market

**MEETING DATE:** April 28, 2025

Attached, please find the St Joseph Today application for the 2025 St. Joe Farmers Market. The farmers market is an annual event taking place Saturdays from May 24 through October 11 along Lake Bluff Park.

St. Joe Today is requesting to reserve Lake Bluff Park, along with the tree lawn area between Elm Street and Ship Street, for Farmers Market vendors. Additionally, St. Joe Today would like to ask that all angled and parallel parking spaces between Elm and Ship Street be reserved for vendors from 7:00 AM to 4:00 PM.

*Requested action:* Motion to approve, as part of the consent agenda, the St. Joe Farmers Market special event application as presented.

## **ATTACHMENTS:**

- 2025 St. Joe Farmers Market Application (PDF)
- Farmers Market Map (PDF)
- Staff Review and Comments (PDF)





700 Broad Street  
St. Joseph, MI 49085  
tel (269) 983-5541  
fax (269) 985-0346

# Special Event Application Form

**Important:** Please fill out each item as completely as possible, to allow your application to be processed as quickly as possible, without unnecessary delays. Please return the completed, signed application, with any necessary attachments, to City Hall, at the address shown at the left. Completed applications can also be sent to [cwelch@sjcity.com](mailto:cwelch@sjcity.com)

Special Events must be approved by the City Commission, which typically meets twice per month. We recommend submitting your application at least two months before your organization wishes to receive approval, to allow time to work through issues with the staff, and to allow for the possibility that the City Commission may still see issues that should be addressed before approval.

## Applicant Information

Name of Special Event: St. Joe Farmers Market  
Sponsoring Organization (if applicable): St. Joe Today  
Mailing/billing Address: 301 State Street  
City/State/ZIP Code: St. Joseph, MI 49085  
Contact person(s): Daniele Crevier  
Business phone: (269) 985 1111 Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address(es): daniele@stjoetoday.com

## Event Information

*\*A separate event schedule and/or description may be attached in response to questions 1 through 4.*

*\*\*For any question, if there is not room to include a complete response, please include the response on a separate attachment and note "see attached". When providing information in an attachment, please refer to the appropriate question number(s) to help the City staff review the application.*

1. What is the requested day(s), date(s), and time(s) of the Special Event: \_\_\_\_\_  
Saturdays, May 24 - October 11 from 9:00a-2:00p
2. Is there a requested alternative date(s)? [YES] **[NO]**
  - If yes, please provide the alternative date(s): \_\_\_\_\_
3. Please describe the event(s): Annual downtown Farmers Market held weekly in Lake Bluff Park.  
\_\_\_\_\_  
\_\_\_\_\_
4. What is the requested location(s) of the event(s): Lake Bluff Park and the tree lawn  
from Elm St. to Ship St.

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(continue to page 2)

**Please complete the following check list regarding your event and special needs:** More detailed instructions are included on the following pages. Please use additional sheets where appropriate for more detailed responses.

- |   |                                |
|---|--------------------------------|
| 5. Is this event expected to occur again in a future calendar year?   | Yes <u>X</u> No <u>    </u>    |
| Normal Annual Date? <u>Saturdays, end of May through mid-October</u>  |                                |
| 6. Have you included a map indicating the location of your event?*  | Yes <u>X</u> No <u>    </u>    |
| 7. Does the applicant wish to prohibit vending within the event area?   | Yes <u>    </u> No <u>X</u>    |
| 8. Does the applicant plan to include vending as part of this event? *  | Yes <u>X</u> No <u>    </u>    |
| 9. Will this event include the use of signs?  | Yes <u>X</u> No <u>    </u>    |
| 10. Is the applicant special parking arrangements, such as reserved parking? *  | Yes <u>X</u> No <u>    </u>    |
| 11. Is the applicant requiring utility connections, such as electric or water services?   | Yes <u>X</u> No <u>    </u>    |
| 12. Does the applicant require other public services?   | Yes <u>X</u> No <u>    </u>    |
| • Barricades  | Yes <u>X</u> No <u>    </u>    |
| • Fencing   | Yes <u>    </u> No <u>X</u>    |
| • Street Sweeping   | Yes <u>    </u> No <u>X</u>    |
| • Mowing  | Yes <u>X</u> No <u>    </u>    |
| • Rubbish Containers  | Yes <u>X</u> No <u>    </u>    |
| • Rubbish Removal   | Yes <u>X</u> No <u>    </u>    |
| • Picnic Tables   | Yes <u>    </u> No <u>X</u>    |
| • Cessation of Lawn Sprinkling  | Yes <u>X</u> No <u>    </u>    |
| • Other <u>Stairs Bathrooms Opened by 6:00a for Vendors</u>   | Yes <u>X</u> No <u>    </u>    |
| • Map included indicating locations of these services?*   | Yes <u>X</u> No <u>    </u>    |
| 13. Does the applicant have any special security or safety concerns?  | Yes <u>X</u> No <u>    </u>    |
| 14. Are you requesting assistance from the Public Safety?   | Yes <u>X</u> No <u>    </u>    |
| 15. Are you requesting security/safety assistance from an outside agency?   | Yes <u>    </u> No <u>X</u>    |
| 16. Will the event include loud or unusual sounds?  | Yes <u>X</u> No <u>    </u>    |
| • Musicians   | Yes <u>    </u> No <u>    </u> |
| • Singers   | Yes <u>X</u> No <u>    </u>    |
| • Amplified Announcers  | Yes <u>    </u> No <u>X</u>    |
| • Carnival Rides  | Yes <u>    </u> No <u>X</u>    |
| • Motor Vehicle Noises  | Yes <u>    </u> No <u>X</u>    |
| • Other <u>    </u>   | Yes <u>    </u> No <u>X</u>    |
| 18. Will the event include unusual lighting beyond what is normal at that location?   | Yes <u>    </u> No <u>X</u>    |
| 19. Are alcoholic beverages proposed to be served as part of the event?   | Yes <u>X</u> No <u>    </u>    |
| Have all necessary liquor licenses been obtained at the time of this application?   | Yes <u>    </u> No <u>    </u> |
| 20. Does the applicant have any other requests that are not listed in this form?  | Yes <u>X</u> No <u>    </u>    |
| 21. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of St. Joseph as an additional named insured? | Yes <u>X</u> No <u>    </u>    |

*\* Indicates attachments required*

5. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
6. **An Event Map**—If your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
7. **Does the applicant wish to prohibit vending within the event area?** Vendors with current permits to operate within the event area are allowed to continue vending at their normal location even within the event area, unless alternate arrangements are agreed to by the vendor and by the City Commission as part of this application. Please note these arrangements, if requested. However, if the application is approved, the City Commission would not approve additional vendors.
8. **If vending is not prohibited, does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies. If vending is not prohibited but the applicant does not wish to have the responsibility of controlling vendors, please direct any potential vendors to contact the City Clerk's Office to apply for the appropriate vending permit.
9. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
10. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
11. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a description or map showing the utilities requested.
12. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant may be charged for these services.
13. **Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Department of Public Safety in addressing these concerns?** If yes, you must contact the Director of Public Safety to determine what assistance from Public Safety is appropriate and available, and provide a description of the services Public Safety has indicated it could provide. The applicant may be charged for these services.

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14. **Is the applicant requesting assistance from an outside agency or contractor in addressing these concerns?**

If yes, you must please attach information indicating all of these contractors on this application.

15. **Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**

If yes, you must please attach information indicating all of these on this application..

16. **Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**

If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.

17. **Are alcoholic beverages proposed to be served as part of the event?**

If yes, you must advise the Department of Public Safety of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.

You must have any and all necessary liquor licenses been obtained at the time of this application.

18. **Please attach a separate sheet detailing** any aspects of the event that are not specifically addressed in this form but of which the City Commission should be aware to make a fully informed decision with regard to approval of the proposed event.

19. The applicant is required to provide a minimum of \$1,000,000 of general liability insurance coverage with respect to the event. The City may require additional insurance coverage based on the potential risk and nature of the event. A Certificate of Insurance with the City of St Joseph listed as additional insured must be provided one month before the event. Additional Insureds include the following: The City of St. Joseph, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of St. Joseph as additional insured, coverage afforded is considered to be primary and any other insurance the City of St. Joseph may have in effect shall be considered secondary and/or excess. Please email a copy to cwelch@sjcity.com, attach below or mail to 700 Broad St, St Joseph, MI 49085.

The City of St. Joseph PROHIBITS any and all painting of any city property, including sidewalks and streets. Events of those persons violating this policy will be canceled and no future event will be allowed.

#### **Applicant Signature**

I hereby affirm that the information is true to the best of my knowledge and belief, and agree that the applicant will be responsible for making certain that the event follows the ordinances, rules and regulations of the City of St. Joseph, and that the event takes place in accordance with the application as approved by the St. Joseph City Commission, including any conditions placed thereon.

Applicant signature: Daniel Crevier

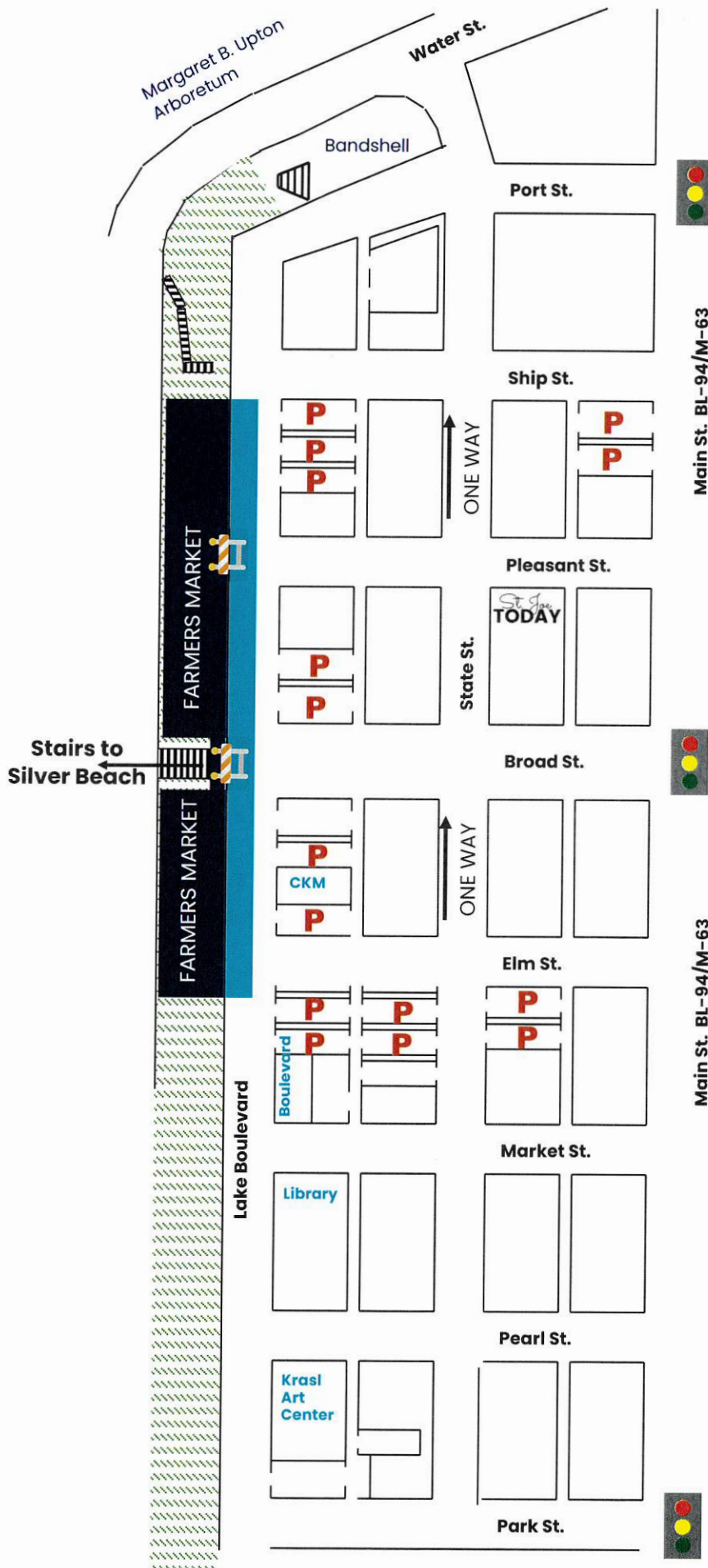
Applicant printed name: Danielle Crevier Date: 04-21-25



# 2025 St. Joe Farmers Market

## Saturdays | May 24–October

### 9:00a–2:00p



#### Traffic Light



#### Wooden Barricade for Event Banners

- Two (2) wooden barricades
- LOCATIONS: One (1) placed in tree lawn at Pleasant and Lake; One (1) placed in tree lawn across from blue stairs

#### Reserved Lake Bluff Park & Tree Lawn for Farmers Market Vendors

- Reserved from 7:00a–7:00p
- Between Elm St. & Ship St.
- Allows two (2), three hour blocks for set up (7:00a–10:00a) and tear down (5:00p–8:00p)
- Vendors pay a fee to reserve a 15'x15' + tree lawn (if applicable—varies per spot) space assigned by SJT staff

#### Reserved Parking for Vendors

- Reserved from 7:00a–4:00p
- All angled and parallel parking spaces between Elm St. & Ship St.
- Allows two (2), two hour blocks for set up (7:00a–9:00a) and tear down (2:00p–4:00p)

### Staff Review and Comments

Special Event: St. Joe Farmers Market

Date: May 24 – October 11, 2025

Department	Recommendation	Comments
Public Works	Approve	
Public Safety	Approve	
Community Development	Approve	
City Engineer	Approve	
City Clerk	Approve	
St. Joe Today	N/A	

### Additional Comments:

Insurance Policy Received? **Yes** No

If no, date by which Insurance Policy must be Received (minimum of 30 days before event):



# Agenda Item

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

**FROM:** Cameron Welch,

**RE:** Special Event Application - Peace Officers Memorial Day Service

**MEETING DATE:** April 28, 2025

Attached is the application for the 2025 Annual Peace Officers Memorial Day Service. This event honors local, state, and federal peace officers who have lost their lives or sustained disabilities in the line of duty. This year, we will be commemorating a total of 20 officers—17 fallen officers from Berrien County and 3 officers who perished while serving elsewhere in the United States but whose families currently reside in Berrien County.

The event will take place at the Berrien County Law Enforcement Memorial Monument in Lake Bluff Park, at noon on Thursday, May 15, with set up beginning at 10:30 AM and tear down following the event at 2PM. Barricades are being requested to close a portion of Lake Boulevard, from Park Street to Market Street.

In addition, organizers are requesting that a fire truck be stationed at the corner of Pearl Street and Lake Boulevard, with the American flag hoisted on its ladder throughout the event.

*Action requested:* Motion to approve, as part of the consent agenda, the application for the Annual National Peace Officer's Memorial Day service as requested and to authorize issuance of a special event permit.

## **ATTACHMENTS:**

- Peace Officers Memorial Application (PDF)
- Memorial Map (PDF)
- Staff Review and Comments (PDF)





700 Broad Street  
St. Joseph, MI 49085  
tel (269) 983-5541  
fax (269) 985-0346

# Special Event Application Form

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Special Events must be approved by the City Commission, which typically meets twice per month. We recommend submitting your application at least two months before your organization wishes to receive approval, to allow time to work through issues with the staff, and to allow for the possibility that the City Commission may still see issues that should be addressed before approval.

## Applicant Information

Name of Special Event: \_\_\_\_\_  
Sponsoring Organization (if applicable): \_\_\_\_\_  
Mailing/billing Address: \_\_\_\_\_  
City/State/ZIP Code: \_\_\_\_\_  
Contact person(s): \_\_\_\_\_  
Business phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address(es): \_\_\_\_\_

## Event Information

*\*A separate event schedule and/or description may be attached in response to questions 1 through 4.*

*\*\*For any question, if there is not room to include a complete response, please include the response on a separate attachment and note "see attached". When providing information in an attachment, please refer to the appropriate question number(s) to help the City staff review the application.*

1. What is the requested day(s), date(s), and time(s) of the Special Event: \_\_\_\_\_

2. Is there a requested alternative date(s)? [YES] [NO]

- If yes, please provide the alternative date(s): \_\_\_\_\_

3. Please describe the event(s): \_\_\_\_\_

4. What is the requested location(s) of the event(s): \_\_\_\_\_

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(continue to p

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**Please complete the following check list regarding your event and special needs:** More detailed instructions are included on the following pages. Please use additional sheets where appropriate for more detailed responses.

- |   |                |
|---|----------------|
| 5. Is this event expected to occur again in a future calendar year?   | Yes ___ No ___ |
| Normal Annual Date? _____   |                |
| 6. Have you included a map indicating the location of your event?*  | Yes ___ No ___ |
| 7. Does the applicant wish to prohibit vending within the event area?   | Yes ___ No ___ |
| 8. Does the applicant plan to include vending as part of this event? *  | Yes ___ No ___ |
| 9. Will this event include the use of signs?  | Yes ___ No ___ |
| 10. Is the applicant special parking arrangements, such as reserved parking? *  | Yes ___ No ___ |
| 11. Is the applicant requiring utility connections, such as electric or water services?   | Yes ___ No ___ |
| 12. Does the applicant require other public services?   | Yes ___ No ___ |
| • Barricades  | Yes ___ No ___ |
| • Fencing   | Yes ___ No ___ |
| • Street Sweeping   | Yes ___ No ___ |
| • Mowing  | Yes ___ No ___ |
| • Rubbish Containers  | Yes ___ No ___ |
| • Rubbish Removal   | Yes ___ No ___ |
| • Picnic Tables   | Yes ___ No ___ |
| • Cessation of Lawn Sprinkling  | Yes ___ No ___ |
| • Other _____   | Yes ___ No ___ |
| • Map included indicating locations of these services?*   | Yes ___ No ___ |
| 13. Does the applicant have any special security or safety concerns?  | Yes ___ No ___ |
| 14. Are you requesting assistance from the Public Safety?   | Yes ___ No ___ |
| 15. Are you requesting security/safety assistance from an outside agency?   | Yes ___ No ___ |
| 16. Will the event include loud or unusual sounds?  | Yes ___ No ___ |
| • Musicians   | Yes ___ No ___ |
| • Singers   | Yes ___ No ___ |
| • Amplified Announcers  | Yes ___ No ___ |
| • Carnival Rides  | Yes ___ No ___ |
| • Motor Vehicle Noises  | Yes ___ No ___ |
| • Other _____   | Yes ___ No ___ |
| 18. Will the event include unusual lighting beyond what is normal at that location?   | Yes ___ No ___ |
| 19. Are alcoholic beverages proposed to be served as part of the event?   | Yes ___ No ___ |
| Have all necessary liquor licenses been obtained at the time of this application?   | Yes ___ No ___ |
| 20. Does the applicant have any other requests that are not listed in this form?  | Yes ___ No ___ |
| 21. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of St. Joseph as an additional named insured? | Yes ___ No ___ |

*\* Indicates attachments required*

5. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. **Note:** Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
6. **An Event Map**—If your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
7. **Does the applicant wish to prohibit vending within the event area?** Vendors with current permits to operate within the event area are allowed to continue vending at their normal location even within the event area, unless alternate arrangements are agreed to by the vendor and by the City Commission as part of this application. Please note these arrangements, if requested. However, if the application is approved, the City Commission would not approve additional vendors.
8. **If vending is not prohibited, does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies. If vending is not prohibited but the applicant does not wish to have the responsibility of controlling vendors, please direct any potential vendors to contact the City Clerk's Office to apply for the appropriate vending permit.
9. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
10. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
11. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a description or map showing the utilities requested.
12. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal or picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant may be charged for these services.
13. **Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Department of Public Safety in addressing these concerns?** If yes, you must contact the Director of Public Safety to determine what assistance from Public Safety is appropriate and available, and provide a description of the services Public Safety has indicated it could provide. The applicant may be charged for these services.

Revised 06/14/2022

14. **Is the applicant requesting assistance from an outside agency or contractor in addressing these concerns?**

If yes, you must please attach information indicating all of these contractors on this application.

15. **Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**

If yes, you must please attach information indicating all of these on this application..

16. **Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**

If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.

17. **Are alcoholic beverages proposed to be served as part of the event?**

If yes, you must advise the Department of Public Safety of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.

You must have any and all necessary liquor licenses been obtained at the time of this application.

18. Please **attach a separate sheet detailing** any aspects of the event that are not specifically addressed in this form but of which the City Commission should be aware to make a fully informed decision with regard to approval of the proposed event.

19. The applicant is required to provide a minimum of \$1,000,000 of general liability insurance coverage with respect to the event. The City may require additional insurance coverage based on the potential risk and nature of the event. A Certificate of Insurance with the City of St Joseph listed as additional insured must be provided one month before the event. Additional Insureds include the following: The City of St. Joseph, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of St. Joseph as additional insured, coverage afforded is considered to be primary and any other insurance the City of St. Joseph may have in effect shall be considered secondary and/or excess. Please email a copy to cwelch@sjcity.com, attach below or mail to 700 Broad St, St Joseph, MI 49085.

The City of St. Joseph PROHIBITS any and all painting of any city property, including sidewalks and streets. Events of those persons violating this policy will be canceled and no future event will be allowed.

### **Applicant Signature**

I hereby affirm that the information is true to the best of my knowledge and belief, and agree that the applicant will be responsible for making certain that the event follows the ordinances, rules and regulations of the City of St. Joseph, and that the event takes place in accordance with the application as approved by the St. Joseph City Commission, including any conditions placed thereon.

Applicant signature: \_\_\_\_\_

Applicant printed name: \_\_\_\_\_ Date: \_\_\_\_\_

## **CITY OF ST. JOSEPH**

### **SPECIAL EVENT POLICY**

**May 2008**

#### **In General**

1. The City of St. Joseph, believing there is a benefit to the community in allowing and encouraging community-oriented special events that may make use of public rights-of-ways, parks, or other properties, may allow the use of such properties for special events under the terms of this policy.
2. Any Special Event making use of City-controlled public rights-of-ways, parks, or other properties, shall be approved in advance by the City Commission. Typically a Special Event involves significant potential inconvenience to nearby residents and properties, through traffic, activity, noise, light, altered traffic routes, or other potentially deleterious factors that are not normally present in the area.
3. Block parties shall not be considered to be Special Events under this policy, but instead shall be considered and approved under the City's Block Party policy.
4. The normal use of City facilities, such as playing baseball on a baseball field, renting a pavilion at Riverview Park, etc., shall not be considered a Special Event under this policy.
5. The determination of whether a Special Event qualifies for in-kind assistance from the City shall continue to be made under the City of St. Joseph Festival Policy of January 1, 1998, or a successor policy.

#### **Procedures**

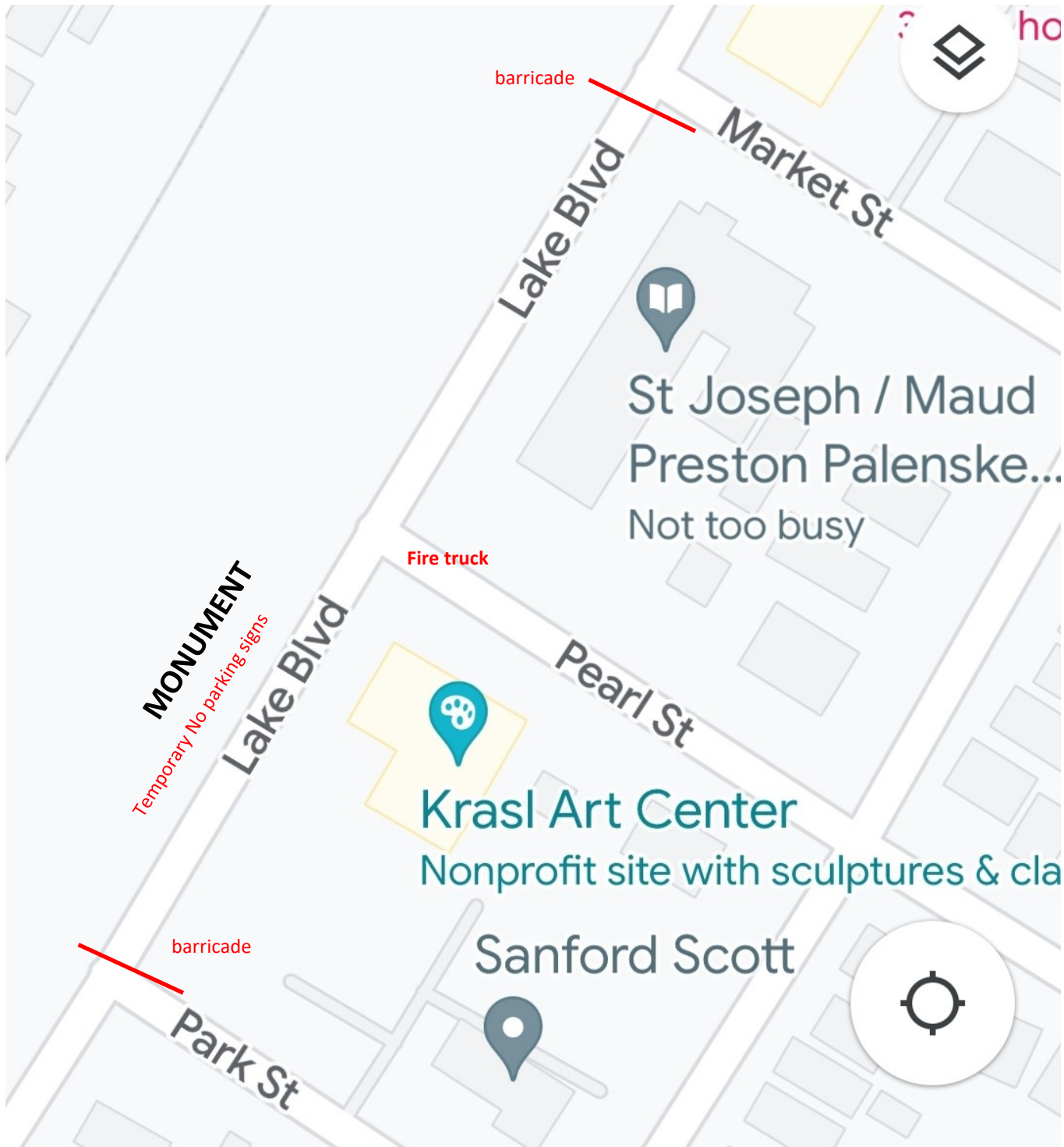
6. An applicant desiring to hold a special event requiring the use of City-controlled property shall submit a Special Event Application Form to the City Manager's Office, describing the particulars of the request. All requested information must be provided. There is no specific minimum time before the event that an application must be submitted, but it is to the applicant's benefit to make application well before the event deadline to allow for staff review, correction of any defects, and time for the request to be placed on a City Commission agenda. The City Commission may consider whether a late approval date would provide inadequate notice to affected residents, property owners, and business owners.
7. Relevant City staff members will review the application and recommend changes if appropriate. The applicant may amend the application to address these concerns. Before the application may be taken before the City Commission, relevant staff members will indicate whether they have concerns with the application in its current form. City staff members will also indicate whether they believe their department will incur significant expenses, if in-kind support is not being requested through the Festival policy.
8. The City Commission will consider the application during an open meeting, and by resolution will approve, approve with conditions, or reject the application. In the case of applicants not

Adopted May 5, 2008.

granted in-kind support under the Festival policy, the Commission may waive charges if the anticipated support is not substantial or burdensome.

Applications may be rejected if, in the sole judgment of the City, granting the application would not be in the best interest of the public health, safety, or welfare, through causing parking congestion, excessive disruption of traffic, blocking access to other properties, or reducing access for emergency vehicles; or if the public health, safety or welfare was negatively affected by previous similar special events or special events sponsored by the applicant; or if the applicant has previously failed to live up to his or her responsibilities as sponsor of a special event; or if the applicant has supplied false information on the Special Event Application Form. The decision of the City Commission is final.







**Staff Review and Comments**

Special Event: Peace Officer Memorial

Date: May 15<sup>th</sup>, 2025

Department	Recommendation	Comments
Public Works	Approve	
Public Safety	Approve	
Community Development	Approve	
City Engineer	Approve	
City Clerk	Approve	
St. Joe Today	Approve	

**Additional Comments:**Insurance Policy Received? **Yes** No

If no, date by which Insurance Policy must be Received (minimum of 30 days before event):



# Agenda Item

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

**FROM:** Cameron Welch,

**RE:** Special Event Application - Race for YMCA 5K/10K

**MEETING DATE:** April 28, 2025

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The YMCA of Greater Michiana is requesting permission to host the Race for the YMCA 5K/10K in St Joseph on Saturday, July 29, 2025. The race serves as a fundraiser for the YMCA of Greater Michiana's capital campaign. Setup will begin at 5:30am and the race begins at 8:30am. The 5K portion of the race follows the typical race route along the Arboretum and the Howard Trail. The 10K portion continues on Lakeshore Drive before turning back to finish at the Arboretum. Please see the attached map.

*Action requested:* Motion to approve, as part of the consent agenda, the Race for the YMCA 5K/10K for Saturday, July 29th as presented and to authorize issuance of a special event permit.

**ATTACHMENTS:**

- Race for YMCA Application (PDF)
- Race for YMCA Map (PDF)
- Staff Review and Comments (PDF)



700 Broad Street  
St. Joseph, MI 49085  
tel (269) 983-5541  
fax (269) 985-0346

# Special Event Application Form

**Important:** Please fill out each item as completely as possible, to allow your application to be processed as quickly as possible, without unnecessary delays. Please return the completed, signed application, with any necessary attachments, to the City Manager's Office, at the address shown at the left.

Special Events must be approved by the City Commission, which typically meets twice per month. We recommend submitting your application at least two months before your organization wishes to receive approval, to allow time to work through issues with the staff, and to allow for the possibility that the City Commission may still see issues that should be addressed before approval.

## Applicant Information

Name of Special Event: \_\_\_\_\_  
Sponsoring Organization (if applicable): \_\_\_\_\_  
Mailing/billing Address: \_\_\_\_\_  
City/State/ZIP Code: \_\_\_\_\_  
Contact person(s): \_\_\_\_\_  
Business phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address(es): \_\_\_\_\_

## Event Information

*\*A separate event schedule and/or description may be attached in response to questions 1 through 4.*

*\*\*For any question, if there is not room to include a complete response, please include the response on a separate attachment and note "see attached". When providing information in an attachment, please refer to the appropriate question number(s) to help the City staff review the application.*

1. What is the requested day(s), date(s), and time(s) of the Special Event: \_\_\_\_\_

2. Is there a requested alternative date(s)? [YES] **[NO]**

- If yes, please provide the alternative date(s): \_\_\_\_\_

3. Please describe the event(s): \_\_\_\_\_

4. What is the requested location(s) of the event(s): \_\_\_\_\_

Revised 06/14/2022

(continue to p

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Attachment: Race for YMCA Application (10730 : Special Event Application - Race for YMCA 5K/10K)

**Please complete the following check list regarding your event and special needs:** More detailed instructions are included on the following pages. Please use additional sheets where appropriate for more detailed responses.

- |   |                |
|---|----------------|
| 5. Is this event expected to occur again in a future calendar year?<br>Normal Annual Date? _____  | Yes ___ No ___ |
| 6. Have you included a map indicating the location of your event?*  | Yes ___ No ___ |
| 7. Does the applicant wish to prohibit vending within the event area?   | Yes ___ No ___ |
| 8. Does the applicant plan to include vending as part of this event? *  | Yes ___ No ___ |
| 9. Will this event include the use of signs?  | Yes ___ No ___ |
| 10. Is the applicant special parking arrangements, such as reserved parking? *  | Yes ___ No ___ |
| 11. Is the applicant requiring utility connections, such as electric or water services?   | Yes ___ No ___ |
| 12. Does the applicant require other public services?   | Yes ___ No ___ |
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| • Mowing  | Yes ___ No ___ |
| • Rubbish Containers  | Yes ___ No ___ |
| • Rubbish Removal   | Yes ___ No ___ |
| • Picnic Tables   | Yes ___ No ___ |
| • Cessation of Lawn Sprinkling  | Yes ___ No ___ |
| • Other _____   | Yes ___ No ___ |
| • Map included indicating locations of these services?*   | Yes ___ No ___ |
| 13. Does the applicant have any special security or safety concerns?  | Yes ___ No ___ |
| 14. Are you requesting assistance from the Public Safety?   | Yes ___ No ___ |
| 15. Are you requesting security/safety assistance from an outside agency?   | Yes ___ No ___ |
| 16. Will the event include loud or unusual sounds?  | Yes ___ No ___ |
| • Musicians   | Yes ___ No ___ |
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| • Carnival Rides  | Yes ___ No ___ |
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| 18. Will the event include unusual lighting beyond what is normal at that location?   | Yes ___ No ___ |
| 19. Are alcoholic beverages proposed to be served as part of the event?   | Yes ___ No ___ |
| Have all necessary liquor licenses been obtained at the time of this application?   | Yes ___ No ___ |
| 20. Does the applicant have any other requests that are not listed in this form?  | Yes ___ No ___ |
| 21. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of St. Joseph as an additional named insured? | Yes ___ No ___ |

*\* Indicates attachments required*

5. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. **Note:** Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
6. **An Event Map**—If your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
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8. **If vending is not prohibited, does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies. If vending is not prohibited but the applicant does not wish to have the responsibility of controlling vendors, please direct any potential vendors to contact the City Clerk's Office to apply for the appropriate vending permit.
9. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
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Revised 06/14/2022

14. **Is the applicant requesting assistance from an outside agency or contractor in addressing these concerns?**

If yes, you must please attach information indicating all of these contractors on this application.

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17. **Are alcoholic beverages proposed to be served as part of the event?**

If yes, you must advise the Department of Public Safety of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.

You must have any and all necessary liquor licenses been obtained at the time of this application.

18. Please **attach a separate sheet detailing** any aspects of the event that are not specifically addressed in this form but of which the City Commission should be aware to make a fully informed decision with regard to approval of the proposed event.

19. The applicant is required to provide a minimum of \$1,000,000 of general liability insurance coverage with respect to the event. The City may require additional insurance coverage based on the potential risk and nature of the event. A Certificate of Insurance with the City of St Joseph listed as additional insured must be provided one month before the event. Additional Insureds include the following: The City of St. Joseph, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of St. Joseph as additional insured, coverage afforded is considered to be primary and any other insurance the City of St. Joseph may have in effect shall be considered secondary and/or excess. Please email a copy to [cogonowski@sjcity.com](mailto:cogonowski@sjcity.com), attach below or mail to 700 Broad St, St Joseph, MI 49085.

The City of St. Joseph **PROHIBITS** any and all painting of any city property, including sidewalks and streets. Events of those persons violating this policy will be canceled and no future event will be allowed.

### **Applicant Signature**

I hereby affirm that the information is true to the best of my knowledge and belief, and agree that the applicant will be responsible for making certain that the event follows the ordinances, rules and regulations of the City of St. Joseph, and that the event takes place in accordance with the application as approved by the St. Joseph City Commission, including any conditions placed thereon.

Applicant signature: \_\_\_\_\_

Applicant printed name: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Review

<i>Department</i>	<i>Reviewed— Recommend Approval</i>	<i>Reviewed— Recommend Denial</i>	<i>Reviewed—See Comments</i>
Director of Public Services			
Deputy Director—Police			
Deputy Director—Fire			
Assistant City Manager			
Marketing Director			
City Engineer			
City Clerk			
St. Joseph Today			
Other			

Other Comments

Post—Approval Follow-Up

Insurance Policy Received with Application? [YES] [NO]

If no, date by which Insurance Policy must be received (one calendar month before the event) \_\_\_\_\_

Date Insurance Policy Received \_\_\_\_\_ By \_\_\_\_\_

Attachment: Race for YMCA Application (10730 : Special Event Application - Race for YMCA 5K/10K)



### **City Commission Approval/Denial**

City Commission Action: **[APPROVED] [DENIED]**

Date of City Commission Action: \_\_\_\_\_

**Festival Category:** [1] [2] [3] [4] **[NOT APPROVED] [NOT REQUESTED]**

**If not a Festival, Incidental In-Kind Support Waived?** [YES] [NO]

**City Manager Signature:** \_\_\_\_\_

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

If denied by City Commission, reason for denial: \_\_\_\_\_

\_\_\_\_\_

Conditions or changes from application: \_\_\_\_\_

\_\_\_\_\_

**Copy: Chief of Police, Director of Public Services, Fire Department, City Clerk, Community Development Director, Marketing Director, St. Joseph Today Executive Director**

### **Post-Approval Follow-up:**

**Insurance Policy Received With Application?** [YES] [NO]

**If no, date by which Insurance Policy must be received  
(one calendar month before the event):** \_\_\_\_\_

**Date Insurance Policy Received** \_\_\_\_\_ **By** \_\_\_\_\_

# CITY OF ST. JOSEPH

## SPECIAL EVENT POLICY

May 2008

### In General

1. The City of St. Joseph, believing there is a benefit to the community in allowing and encouraging community-oriented special events that may make use of public rights-of-ways, parks, or other properties, may allow the use of such properties for special events under the terms of this policy.
2. Any Special Event making use of City-controlled public rights-of-ways, parks, or other properties, shall be approved in advance by the City Commission. Typically a Special Event involves significant potential inconvenience to nearby residents and properties, through traffic, activity, noise, light, altered traffic routes, or other potentially deleterious factors that are not normally present in the area.
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4. The normal use of City facilities, such as playing baseball on a baseball field, renting a pavilion at Riverview Park, etc., shall not be considered a Special Event under this policy.
5. The determination of whether a Special Event qualifies for in-kind assistance from the City shall continue to be made under the City of St. Joseph Festival Policy of January 1, 1998, or a successor policy.

### Procedures

6. An applicant desiring to hold a special event requiring the use of City-controlled property shall submit a Special Event Application Form to the City Manager's Office, describing the particulars of the request. All requested information must be provided. There is no specific minimum time before the event that an application must be submitted, but it is to the applicant's benefit to make application well before the event deadline to allow for staff review, correction of any defects, and time for the request to be placed on a City Commission agenda. The City Commission may consider whether a late approval date would provide inadequate notice to affected residents, property owners, and business owners.
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8. The City Commission will consider the application during an open meeting, and by resolution will approve, approve with conditions, or reject the application. In the case of applicants not

Adopted May 5, 2008.

Attachment: Race for YMCA Application (10730 : Special Event Application - Race for YMCA 5K/10K)

granted in-kind support under the Festival policy, the Commission may waive charges if the anticipated support is not substantial or burdensome.

Applications may be rejected if, in the sole judgment of the City, granting the application would not be in the best interest of the public health, safety, or welfare, through causing parking congestion, excessive disruption of traffic, blocking access to other properties, or reducing access for emergency vehicles; or if the public health, safety or welfare was negatively affected by previous similar special events or special events sponsored by the applicant; or if the applicant has previously failed to live up to his or her responsibilities as sponsor of a special event; or if the applicant has supplied false information on the Special Event Application Form. The decision of the City Commission is final.



# Race for YMCA 5K/10K

5K- Red  
10K- Purple



**Staff Review and Comments**

Special Event: Race for YMCA

Date: July 19<sup>th</sup>, 2025

Department	Recommendation	Comments
Public Works	Approve	
Public Safety	Approve	
Community Development	Approve	
City Engineer	Approve	
City Clerk	Approve	
St. Joe Today	Approve	

**Additional Comments:**Insurance Policy Received? **Yes** No

If no, date by which Insurance Policy must be Received (minimum of 30 days before event):



# Agenda Item

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

**FROM:** Cameron Welch,

**RE:** Special Event Application - LECO Fit 4 Fall 5K

**MEETING DATE:** April 28, 2025

LECO is requesting permission to host the Fit 4 Fall 5K Run/Walk for charity, benefiting Caring Circle, Logan Center for Autism in SW MI, and Convoy of Hope on Saturday, October 11, 2025 beginning at 8:30 am. The route would begin and end at Whirlpool Centennial Park, but follow the race route that typically begins at the Margaret B. Upton Arboretum. This location and route has been used in years past. As always, we note that the portion of the arboretum east of the Blossomland Bridge is Berrien County property rather than City property.

*Action requested:* Motion to approve, as part of the consent agenda, the LECO Fit 4 Fall 5K on Saturday, October 11th as presented and to authorize issuance of a special event permit.

## **ATTACHMENTS:**

- Fit 4 Fall 5k Application (PDF)
- Fit 4 Fall 5k Map (PDF)
- Staff Review and Comments (PDF)



700 Broad Street  
St. Joseph, MI 49085  
tel (269) 983-5541  
fax (269) 985-0346

# Special Event Application Form

**Important:** Please fill out each item as completely as possible, to allow your application to be processed as quickly as possible, without unnecessary delays. Please return the completed, signed application, with any necessary attachments, to City Hall, at the address shown at the left. Completed applications can also be sent to [cwelch@sjcity.com](mailto:cwelch@sjcity.com)

Special Events must be approved by the City Commission, which typically meets twice per month. We recommend submitting your application at least two months before your organization wishes to receive approval, to allow time to work through issues with the staff, and to allow for the possibility that the City Commission may still see issues that should be addressed before approval.

## Applicant Information

Name of Special Event: \_\_\_\_\_  
Sponsoring Organization (if applicable): \_\_\_\_\_  
Mailing/billing Address: \_\_\_\_\_  
City/State/ZIP Code: \_\_\_\_\_  
Contact person(s): \_\_\_\_\_  
Business phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address(es): \_\_\_\_\_

## Event Information

*\*A separate event schedule and/or description may be attached in response to questions 1 through 4.*

*\*\*For any question, if there is not room to include a complete response, please include the response on a separate attachment and note "see attached". When providing information in an attachment, please refer to the appropriate question number(s) to help the City staff review the application.*

1. What is the requested day(s), date(s), and time(s) of the Special Event: \_\_\_\_\_

2. Is there a requested alternative date(s)? [YES] [NO]

- If yes, please provide the alternative date(s): \_\_\_\_\_

3. Please describe the event(s): \_\_\_\_\_

4. What is the requested location(s) of the event(s): \_\_\_\_\_

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**Please complete the following check list regarding your event and special needs:** More detailed instructions are included on the following pages. Please use additional sheets where appropriate for more detailed responses.

5. Is this event expected to occur again in a future calendar year? Yes\_\_\_ No\_\_\_  
Normal Annual Date? \_\_\_\_\_
6. Have you included a map indicating the location of your event? \* Yes\_\_\_ No\_\_\_
7. Does the applicant wish to prohibit vending within the event area? Yes\_\_\_ No\_\_\_
8. Does the applicant plan to include vending as part of this event? \* Yes\_\_\_ No\_\_\_
9. Will this event include the use of signs? Yes\_\_\_ No\_\_\_
10. Is the applicant special parking arrangements, such as reserved parking? \* Yes\_\_\_ No\_\_\_
11. Is the applicant requiring utility connections, such as electric or water services? Yes\_\_\_ No\_\_\_
12. Does the applicant require other public services? Yes\_\_\_ No\_\_\_
- Barricades Yes\_\_\_ No\_\_\_
  - Fencing Yes\_\_\_ No\_\_\_
  - Street Sweeping Yes\_\_\_ No\_\_\_
  - Mowing Yes\_\_\_ No\_\_\_
  - Rubbish Containers Yes\_\_\_ No\_\_\_
  - Rubbish Removal Yes\_\_\_ No\_\_\_
  - Picnic Tables Yes\_\_\_ No\_\_\_
  - Cessation of Lawn Sprinkling Yes\_\_\_ No\_\_\_
  - Other \_\_\_\_\_ Yes\_\_\_ No\_\_\_
  - Map included indicating locations of these services? \* Yes\_\_\_ No\_\_\_
13. Does the applicant have any special security or safety concerns? Yes\_\_\_ No\_\_\_
14. Are you requesting assistance from the Public Safety? Yes\_\_\_ No\_\_\_
15. Are you requesting security/safety assistance from an outside agency? **LECO Security will be at tent overnight.** Yes\_\_\_ No\_\_\_
16. Will the event include loud or unusual sounds? Yes\_\_\_ No\_\_\_
- Musicians Yes\_\_\_ No\_\_\_
  - Singers Yes\_\_\_ No\_\_\_
  - Amplified Announcers Yes\_\_\_ No\_\_\_
  - Carnival Rides Yes\_\_\_ No\_\_\_
  - Motor Vehicle Noises Yes\_\_\_ No\_\_\_
  - Other \_\_\_\_\_ Yes\_\_\_ No\_\_\_
18. Will the event include unusual lighting beyond what is normal at that location? Yes\_\_\_ No\_\_\_
19. Are alcoholic beverages proposed to be served as part of the event? Yes\_\_\_ No\_\_\_
- Have all necessary liquor licenses been obtained at the time of this application? Yes\_\_\_ No\_\_\_
20. Does the applicant have any other requests that are not listed in this form? Yes\_\_\_ No\_\_\_
21. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of St. Joseph as an additional named insured? **Certificate will be supplied closer to event date.** Yes\_\_\_ No\_\_\_

*\* Indicates attachments required*

Attachment: Fit 4 Fall 5k Application (10731 : Special Event Application - LECO Fit 4 Fall 5K)

5. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. **Note:** Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
6. **An Event Map**—If your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
7. **Does the applicant wish to prohibit vending within the event area?** Vendors with current permits to operate within the event area are allowed to continue vending at their normal location even within the event area, unless alternate arrangements are agreed to by the vendor and by the City Commission as part of this application. Please note these arrangements, if requested. However, if the application is approved, the City Commission would not approve additional vendors.
8. **If vending is not prohibited, does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies. If vending is not prohibited but the applicant does not wish to have the responsibility of controlling vendors, please direct any potential vendors to contact the City Clerk's Office to apply for the appropriate vending permit.
9. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
10. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
11. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a description or map showing the utilities requested.
12. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal or picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant may be charged for these services.
13. **Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Department of Public Safety in addressing these concerns?** If yes, you must contact the Director of Public Safety to determine what assistance from Public Safety is appropriate and available, and provide a description of the services Public Safety has indicated it could provide. The applicant may be charged for these services.

Revised 06/14/2022

14. **Is the applicant requesting assistance from an outside agency or contractor in addressing these concerns?**

If yes, you must please attach information indicating all of these contractors on this application.

15. **Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**

If yes, you must please attach information indicating all of these on this application..

16. **Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**

If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.

17. **Are alcoholic beverages proposed to be served as part of the event?**

If yes, you must advise the Department of Public Safety of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.

You must have any and all necessary liquor licenses been obtained at the time of this application.

18. Please **attach a separate sheet detailing** any aspects of the event that are not specifically addressed in this form but of which the City Commission should be aware to make a fully informed decision with regard to approval of the proposed event.

19. The applicant is required to provide a minimum of \$1,000,000 of general liability insurance coverage with respect to the event. The City may require additional insurance coverage based on the potential risk and nature of the event. A Certificate of Insurance with the City of St Joseph listed as additional insured must be provided one month before the event. Additional Insureds include the following: The City of St. Joseph, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of St. Joseph as additional insured, coverage afforded is considered to be primary and any other insurance the City of St. Joseph may have in effect shall be considered secondary and/or excess. Please email a copy to cwelch@sjcity.com, attach below or mail to 700 Broad St, St Joseph, MI 49085.

The City of St. Joseph PROHIBITS any and all painting of any city property, including sidewalks and streets. Events of those persons violating this policy will be canceled and no future event will be allowed.

### **Applicant Signature**

I hereby affirm that the information is true to the best of my knowledge and belief, and agree that the applicant will be responsible for making certain that the event follows the ordinances, rules and regulations of the City of St. Joseph, and that the event takes place in accordance with the application as approved by the St. Joseph City Commission, including any conditions placed thereon.

Applicant signature: \_\_\_\_\_

Applicant printed name: \_\_\_\_\_ Date: \_\_\_\_\_

## CITY OF ST. JOSEPH

### SPECIAL EVENT POLICY

May 2008

#### In General

1. The City of St. Joseph, believing there is a benefit to the community in allowing and encouraging community-oriented special events that may make use of public rights-of-ways, parks, or other properties, may allow the use of such properties for special events under the terms of this policy.
2. Any Special Event making use of City-controlled public rights-of-ways, parks, or other properties, shall be approved in advance by the City Commission. Typically a Special Event involves significant potential inconvenience to nearby residents and properties, through traffic, activity, noise, light, altered traffic routes, or other potentially deleterious factors that are not normally present in the area.
3. Block parties shall not be considered to be Special Events under this policy, but instead shall be considered and approved under the City's Block Party policy.
4. The normal use of City facilities, such as playing baseball on a baseball field, renting a pavilion at Riverview Park, etc., shall not be considered a Special Event under this policy.
5. The determination of whether a Special Event qualifies for in-kind assistance from the City shall continue to be made under the City of St. Joseph Festival Policy of January 1, 1998, or a successor policy.

#### Procedures

6. An applicant desiring to hold a special event requiring the use of City-controlled property shall submit a Special Event Application Form to the City Manager's Office, describing the particulars of the request. All requested information must be provided. There is no specific minimum time before the event that an application must be submitted, but it is to the applicant's benefit to make application well before the event deadline to allow for staff review, correction of any defects, and time for the request to be placed on a City Commission agenda. The City Commission may consider whether a late approval date would provide inadequate notice to affected residents, property owners, and business owners.
7. Relevant City staff members will review the application and recommend changes if appropriate. The applicant may amend the application to address these concerns. Before the application may be taken before the City Commission, relevant staff members will indicate whether they have concerns with the application in its current form. City staff members will also indicate whether they believe their department will incur significant expenses, if in-kind support is not being requested through the Festival policy.
8. The City Commission will consider the application during an open meeting, and by resolution will approve, approve with conditions, or reject the application. In the case of applicants not

Adopted May 5, 2008.

Attachment: Fit 4 Fall 5k Application (10731 : Special Event Application - LECO Fit 4 Fall 5K)

granted in-kind support under the Festival policy, the Commission may waive charges if the anticipated support is not substantial or burdensome.

Applications may be rejected if, in the sole judgment of the City, granting the application would not be in the best interest of the public health, safety, or welfare, through causing parking congestion, excessive disruption of traffic, blocking access to other properties, or reducing access for emergency vehicles; or if the public health, safety or welfare was negatively affected by previous similar special events or special events sponsored by the applicant; or if the applicant has previously failed to live up to his or her responsibilities as sponsor of a special event; or if the applicant has supplied false information on the Special Event Application Form. The decision of the City Commission is final.





**Staff Review and Comments**

Special Event: LECO Fit 4 Fall 5K

Date: October 11<sup>th</sup>, 2025

Department	Recommendation	Comments
Public Works	Approve	
Public Safety	Approve	
Community Development	Approve	
City Engineer	Approve	
City Clerk	Approve	
St. Joe Today	Approve	

**Additional Comments:**Insurance Policy Received? **Yes** No

If no, date by which Insurance Policy must be Received (minimum of 30 days before event):





# Agenda Item

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

**FROM:** Abby Bishop, City Clerk

**RE:** Vending License - Seasonal - Private Property

**MEETING DATE:** April 28, 2025

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The City Commission is being asked to consider the attached application from Cassandra Jaros for a seasonal vendor license to vend from private property located at the southeast corner of Broad Street and Lake Boulevard owned by Fiskars Properties. Fiskars owns two lots at this location and per the Vending Ordinance, one vendor is allowed per lot.

Cassandra is the owner and operator of Lost Coast Shave Ice and has previously vended from this location and at the Tiscornia Beach vendor location. This location has been a regular seasonal vending spot in the downtown for many years. Staff has reviewed the application, and received all necessary background checks; the following motion is recommended:

**Action Requested:** As part of the consent agenda, to approve the seasonal vending application from Cassandra Jaros owner of Lost Coast Shave Ice, for a 2025 Seasonal Vending License to operate on private property in the downtown, subject to completion of the application process and seasonal vendor fee.

**ATTACHMENTS:**

- Lost Coast Shave Ice App Packet\_redacted (PDF)



City of St. Joseph  
Application for Vendor License

15.a

**Applicant**

Your Name : Cassandra Jaros Today's Date: 4/14/2025  
Your Permanent Address: [REDACTED] For CC consideration on: \_\_\_\_\_  
City: Coloma State: MI Zip: 49038 Email: [REDACTED]  
Your Daytime Phone: [REDACTED] Evening Phone: \_\_\_\_\_  
Name of Business/Organization: Lost Coast Shave Ice  
Nature of Business: Food trailer Your Affiliation with Business/Organization: Owner  
Address of Business/Organization: Same as above  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_  
Business/Organization Daytime Phone: 8477670520 Evening Phone: \_\_\_\_\_  
Have you ever been convicted of any crime, misdemeanor or violation of a municipal ordinance? Y/N If YES, describe nature of the offense and the punishment or penalty assessed No  
Attach a listing of all persons who will be vending under this application; include name, address & copy of state identification. # Persons 1  
Vehicle Information Year 2014 Make/Model Chevy Traverse Color silver License Plate # \_\_\_\_\_ State MI

**Vending Information**

Day Vendor \_\_\_\_\_ Moving Day Vendor \_\_\_\_\_ Peddler \_\_\_\_\_ Stationary Vendor X

What DATE do you plan to vend? May-Oct 2025 During what TIMES do you plan to vend? 10-9 pm

VENDING LOCATION requested? 508 Broad Street, St. Joseph, MI 49085 (Fiskars parking lot-Parking spots 15&16)

*Must attach a map / diagram indicating location / route.*

From what type of structure will you be vending? *Must attach picture of the booth / cart / stand / vehicle.* Food Trailer

List all products you intend to sell Authentic Hawaiian Shave ice, hot dogs, chips

How will the goods be delivered to you? Approved by Health Department for STFU- all foods prepared and served on food trailer.

How are the goods be delivered to customers? via food trailer window

List previous vending experience? Was in the same location last year 2024, prior year was at tiscornia beach

**PLEASE READ CAREFULLY; THEN SIGN BELOW**

1. All applications for Vending Licenses must be approved by the City Commission.
2. Any License issued is valid only for the dates set forth on the license, without regard to any cancellation or postponement of related activities.
3. Licenses are not transferable.
4. Each vendor must pick up their license before April 1st or no later than 2 weeks after the City Commission approves their application, failure to do so may result in the termination of their license.
5. An ID badge must be worn by vendor at all times while vending; ID badge may be provided by City or the City will approve badges provided by vendor.
6. Each vendor must post the license issued by the City of St. Joseph in a prominent location.
7. County Health Department Certification required for all food sales; City Vending License must be consistent with County Certificate.
8. If your business requires the use of weighing or measuring devices, you must submit a certificate from the State Inspector of Weights, Scales & Measures.

By signing this application, you affirm that the information provided is accurate and truthful to the best of your knowledge..

Signature of Applicant Cassandra Jaros Date 4/14/25

Photo ID: ☒ Stand Photo ☒ Location Map ☒ Health Department Certificate ☒ Other Certifications \_\_\_\_\_

Appl. Fee: ☒ Ch#/cash: CC Date: 4/16/25 Comments: \_\_\_\_\_

PS Approval ☒ City Clerk Approval ☒ City Commission Approval \_\_\_\_\_

Original: City Clerk

Copy: Public Safety Director

Copy: Applicant

Attachment: Lost Coast Shave Ice App Packet\_redacted (10716 : Vending License - Seasonal - Private Property)





**Expires: 04/30/2025**

Issued To: LOST COAST SHAVE ICE

COLOMA MI 49038-8402

Responsible Party and Address:

LOST COAST LLC

COLOMA MI 49038-8402

## State of Michigan

Department of Agriculture &  
Rural Development  
Food and Dairy Division

**SST-1111-264776**

**FOOD SERVICE - SPECIAL  
TRANSITORY FOOD UNIT**

Display for Public View



Dr. Tim Boring  
Director

Issued by the Michigan Department of Agriculture and Rural Development to operate a Food Service Establishment in accordance with provisions of Act 92, P.A. of 2000, as amended.

This license is not transferrable.

Failure to post in a conspicuous place is a misdemeanor. (See Section 4119)

Notify the Local Health Department before a change of ownership. (See Section 4123)

Direct Inquiries to the Berrien County Health Department



## Sales Tax License

Michigan Department of Treasury  
Business Taxpayer Services  
P.O. Box 30778  
Lansing, MI 48909  
[www.michigan.gov/taxes](http://www.michigan.gov/taxes)

LOST COAST, LLC  
LOST COAST SHAVE ICE  
[REDACTED]  
COLOMA, MI 49038-8402

Notice Date:	November 16, 2024
Account Number:	88-1469855
Letter ID:	10042685952
Contact Us:	517-636-6925

Below is your Sales Tax License. The licensee is required to ensure the sales tax license is displayed or readily available on premises. Treasury will no longer be mailing multiple licenses for businesses with more than one location. To obtain another Sales Tax License and 24/7 access to your business information please visit [mto.treasury.michigan.gov](http://mto.treasury.michigan.gov).

The account number on the sales tax license is your business Federal Employer Identification Number (FEIN). If you do not have an FEIN, Treasury has assigned you a 9-character account number beginning with "TR".

You must notify the Michigan Department of Treasury of any changes to your business ownership, address or FEIN. To update any existing business information please visit Michigan Treasury Online (MTO) at [mto.treasury.michigan.gov](http://mto.treasury.michigan.gov).

Note: The expiration date for the sales tax license coincides with the calendar year it is issued for.

CUT ALONG THIS LINE

164 (Rev. 4-19)

STATE OF MICHIGAN

## Sales Tax License

DEPARTMENT OF TREASURY

LOST COAST, LLC  
LOST COAST SHAVE ICE  
[REDACTED]  
COLOMA, MI 49038-8402



Account Number: 88-1469855  
Expiration Date: December 31, 2025

Issued under authority of P.A. 167 of 1933, as amended.

Attachment: Lost Coast Shave Ice App Packet\_redacted (10716 : Vending License - Seasonal - Private Property)





# Agenda Item

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

**FROM:** Abby Bishop, City Clerk

**RE:** Peddler Application

**MEETING DATE:** April 28, 2025

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The Clerk's Office received an application for a peddler's license from Ethan Snizek, owner of Fox Pest Control from Utah. They service customers nationwide and would like to market their business and pest services by going door to door in St Joseph in early June. The City Clerk and Director of Public Safety have reviewed the application for completeness and accuracy. If approved, Ethan Snizek will coordinate with the Clerk's Office regarding the specific day and times they plan to be in the City and pay the daily fees. City-issued ID badges must be worn by each peddler, with the specific approved dates displayed on each.

*Action Requested:* To approve, as part of the Consent Agenda, the Peddler Application from Ethan Snizek, owner of Fox Pest Controls, subject to receipt of additional required vending fees and coordinating specific dates of peddling.

**ATTACHMENTS:**

- Fox Pest Control - Application\_Redacted (PDF)



City of St. Joseph  
Application for Vendor License

16.a

**Applicant**

Your Name: ETHAN SNIZEK Today's Date: 3/28/25

Your Permanent Address: [REDACTED] For CC consideration on: [REDACTED]

City: Provo State: UT Zip: 84604 Email: [REDACTED]

Your Daytime Phone: [REDACTED] Evening Phone: 61

Name of Business/Organization: Fox Pest Control

Nature of Business: Pest Control Your Affiliation with Business/Organization: Direct Seller

Address of Business/Organization: 4314 Technology Dr

City: South Bend State: IN Zip: 46628 Email: ethan.snizek@fox-marketing-services.com

Business/Organization Daytime Phone: 406-839-7402 Evening Phone: 406-839-7402

Have you ever been convicted of any crime, misdemeanor or violation of a municipal ordinance? Y / N If YES, describe nature of the offense and the punishment or penalty assessed No

Attach a listing of all persons who will be vending under this application; include name, address & copy of state identification. # Persons [REDACTED]

Vehicle Information Year 2022 Make/Model MAZDA 3 Color WHITE License Plate # [REDACTED] State UT

**Vending Information**

Day Vendor ☐ Moving Day Vendor ☐ Peddler ☒ Stationary Vendor ☐

What DATE do you plan to vend? Between 4/15/25-8/31/25 During what TIMES do you plan to vend? 10a-8p

VENDING LOCATION requested? door-to-door

*Must attach a map / diagram indicating location / route.*

From what type of structure will you be vending? *Must attach picture of the booth / cart / stand / vehicle.* none

List all products you intend to sell We sell pest management services performed by state licensed applicators

How will the goods be delivered to you? This is a service performed

How will the goods be delivered to customers? On their property

List previous vending experience? Fox Pest Control is a nationwide company in over 13 states. This is how we market our service.

**PLEASE READ CAREFULLY AND THEN SIGN BELOW**

1. All applications for Vending Licenses must be approved by the City Commission.
2. Any License issued is valid only for the dates set forth on the license, without regard to any cancellation or postponement of related activities.
3. Licenses are not transferable.
4. An ID badge must be worn by vendor at all times while vending; ID badge may be provided by City or the City will approve badges provided by vendor.
5. Each vendor must post the license issued by the City of St. Joseph in a prominent location.
6. County Health Department Certification required for all food sales; City Vending License must be consistent with County Certificate.
7. If your business requires the use of weighing or measuring devices, you must submit a certificate from the State Inspector of Weights, Scales & Measures.

By signing this application, you affirm that the information provided is accurate and truthful to the best of your knowledge.

Signature of Applicant E. Snizek Date 3/28/25

Photo ID: [REDACTED] Stand Photo [REDACTED] Location Map [REDACTED] Health Department Certificate [REDACTED] Other Certifications [REDACTED]

Appl. Fee: [REDACTED] Ch#/cash: [REDACTED] Date: [REDACTED] Comments: [REDACTED]

PS Approval [REDACTED] City Clerk Approval [REDACTED] City Commission Approval [REDACTED]

Original: City Clerk

Copy: Public Safety Director

Copy: Applicant





# Agenda Item

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

**FROM:** Abby Bishop, City Clerk

**RE:** Board Reappointments

**MEETING DATE:** April 28, 2025

As part of the Consent Agenda, the City Commission is being asked to consider the reappointment of the following members who are committed to our City and wish to continue serving on their respective boards.

NAME OF BOARD	NAME OF MEMBER	TERM	FIRST
		EXPIRES	APPOINTED
Sustainability Committee	Michael Fernandez	4/30/2027	Aug. 26, 2024
Construction Board of Appeals	Chris Lannert	4/30/2027	Feb. 12, 2024
Construction Board of Appeals	Van Thornton	4/30/2027	Nov. 1, 2015
Hospital Finance Authority	Laura Goos	4/30/2030	Aug. 24, 2020
Recreational Harbor Authority	Tom Zellers	4/30/2027	Apr. 1, 2011

If the above reappointments are made, the following vacancies will remain, including both current vacancies and vacancies following the expiration on April 30<sup>th</sup> of the terms of current members who have elected not to renew their positions:

- Board of Review - One alternate position, term ending April 30, 2026
- Cemetery Board - One position, term ending April 30, 2028
- Construction Board of Appeals - Two positions, terms ending April 30, 2027
- Joint Wastewater Treatment Board - One position, term ending April 30, 2028
- Municipal Officers Compensation Commission - One position, term ending October 31, 2029
- Property Maintenance Board of Appeals - Two positions, terms ending April 30, 2027 & 2029
- Sustainability Committee - Two positions, terms ending April 30, 2027

**Action requested:** Motion to approve, as part of the consent agenda, the reappointment of the above-listed members to their respective boards.



# Agenda Item

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

**FROM:** Kristen Gundersen, Community Development Director

**RE:** Continued Discussion - Zoning Ordinance Text Amendment - Section 2.3, 3.9.3.C and 21.7.C - Mechanical Equipment - City of St. Joseph - First Reading

**MEETING DATE:** April 28, 2025

## Request

During the April 7, 2024 City Commission meeting, the City Commission reviewed the Planning Commission's recommended changes to the zoning ordinance regarding the location of mechanical equipment. The recommended changes are described below:

1. Article II, Section 2.3 Definitions. The term "mechanical equipment" was added as one does not exist. Examples of equipment are included in the draft definition. While finalizing the adopting ordinance, staff concluded the last word in the definition should be changed from "things" to "items" to maintain consistency with other references in the zoning ordinance.
2. Article III, Section 3.9.3. Accessory uses and structures- Location in Required Setback. Section 3.9.3.C pertains to mechanical equipment and allows equipment to be located in the side and rear yards when located a minimum of 3' from the lot line. Examples of equipment were removed and the term "mechanical equipment" replaced "mechanical structures." No changes are proposed to the allowed location of new equipment.
3. Article XXI Nonconforming Uses - Repairs and maintenance. New language was added to Section 21.7.C to allow nonconforming mechanical equipment to be replaced if it meets the following conditions:
  - a) The equipment is an air conditioning unit, heat pump, or ductless heat pump (mini-split).
  - b) It does not prevent free ingress or egress from any building, door, window, fire escape, or interfere with an opening required for ventilation.
  - c) Any replaced equipment is no closer than one foot from the side or rear lot line than the equipment being replaced.

The City Commission concurred with the proposed changes; however, also determined that nonconforming mechanical equipment located in the front or secondary front yards should be allowed to be replaced. Staff was directed to amend the draft language accordingly, and to bring the amended ordinance back for review during the April 28<sup>th</sup> meeting.

Staff revised Section 21.7.C along with other minor changes shown in the attached redlined document. The new language proposed provides as follows:

4. Any replaced equipment is no closer than one foot from the front or secondary front lot line in the R1-C, R1-D, or R-1 E Single Family Residence Districts or 15 feet from the front or secondary

front lot line in the R1-A or R1-B Single-Family Residence Districts.

In making this recommendation, staff reviewed other sections of the zoning ordinance where non-conformities are allowed to remain. Section 21.7.B allows exterior stairway or steps to be removed and replaced in their previous location or with minor modifications. However, Section 21.7.B does not address properties that have non-compliant stairs with no landing and requires a dimensional setback variance to be granted.

The Zoning Board of Appeals requested the Planning Commission review other options to address stair and landing setbacks. In March 2022, the City Commission adopted an amendment creating Section 3.10.C as proposed by the Planning Commission to allow open, unenclosed and uncovered stairways and landings to encroach into the required front and secondary front yards. While a minimum width and depth of the stairs and landing was added, language was established for maximum distance to the front or secondary front lot lines. In the case of properties in the R1-A and R1-B districts, new or modifications to the building allowed stairs or landings to be no closer than 15' to the front or second front lot lines and in the R1-C, R1-D, R1-E or R2 districts no closer than 1'.

Since March 2022, there have been approximately 30 properties that have utilized this exception for either replacement stairs and landings or in new construction. The rationale for these setbacks included safety; unimpeded public access on adjacent rights of way; allowing minimum encroachments to maintain openness, sight lines, and a neighborly feel; and providing reasonable entry to private property.

The two different minimum distances to the front or secondary front lot lines of 1' or 15' are proposed and are consistent with the 2022 amendment. Attached is the October 2024 Zoning Map for review.

- The 1' distance in the R1-C, R1-D, R1-E and R2 districts is based on required front and secondary front setbacks of 10', 15' and 20'. Due to the height of the different pieces of mechanical equipment, being 1' off of the lot line also helps to improve the safety of those using the public sidewalk by creating a small buffer.
- The 15' setback for the R1-A and R1-B districts is based on required front and second front setbacks of 25' and 30'. The intent was to create additional separation from the front or secondary front lot line where a larger building setback is required.

City staff is aware of one property that had mechanical equipment replaced without a permit in the front or secondary front yard. No enforcement action has taken place due to the pending text amendment. Staff did confirm the equipment would comply with the minimum distance to the front or secondary front lot line of 15'.

#### 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 Rezoning: 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

Please consider the request as presented and review the criteria found in Section 22.3 Factors to Consider on Rezoning (the 7 factors are listed above). The City Commission is not required to conduct a public hearing on the proposed changes. The draft adopting ordinance and the redlined version showing the proposed changes are attached.

Attached is the draft adopting ordinance along with the redlined version showing the proposed changes.

Please review the April 7, 2025 City Commission agenda packet for additional supplemental information.

If the City Commission approves the first reading of the draft Ordinance, a second reading will likely take place during the May 12, 2025, City Commission meeting. If approved, the Ordinance will become effective ten days later.

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

"...move to approve the first reading of an Ordinance to amend Article II Section 2.3 Definitions, Article III Section 3.9.3.C and Article XXI Section 21.7.C to define the term mechanical equipment and establish regulations to allow replacement of certain nonconforming equipment when certain conditions are met 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:

- Updated Redline Document CC04282025 (PDF)
- Zoning Map - October 2024 (PDF)

**CONTINUED DISCUSSION - ZONING ORDINANCE TEXT AMENDMENT -  
SECTION 2.3, 3.9.3.C AND 21.7.C - MECHANICAL EQUIPMENT - CITY OF ST.  
JOSEPH - FIRST 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:

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

*Mechanical equipment* means a system or part of a system installed outside of a structure and utilized to provide control of environmental conditions and related process within a structure. Equipment can include air conditioning units, emergency generators, heat pumps, ductless heat pump (mini-splits), water pumps or other similar items.

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

C. Mechanical equipment may only be located in rear or side yards and may be within rear or side yard setbacks if located at least three feet from rear and side lot lines.

**3. Article XXI. “Nonconforming Uses” Sec. 21.7 “Repairs and Maintenance” is amended to add the following section:**

*21.7. C. Nonconforming Mechanical Equipment.* Mechanical equipment that is nonconforming because it is located less than three feet from an interior side lot line or rear lot line or within the front or secondary front yard may be repaired, maintained, and replaced in its current location, if it meets the following conditions:

1. It is an air conditioning unit, heat pump or ductless heat pump (mini-split); and
2. It does not prevent free ingress or egress from any building, door, window, fire escape, or interfere with an opening required for ventilation; and
3. Any replaced equipment is no closer than one foot from the side or rear lot line than the equipment being replaced; or
4. Any replaced equipment is no closer than one foot from the front or secondary front lot line in the R1-C, R1-D or R1-E Single-Family and R-2 Two Family Residence Districts or no closer than 15 feet from the front or secondary front lot line in the R1-A or R1-B Single-Family Residence District.

The intent of this section is to allow existing nonconforming mechanical equipment to be repaired and maintained in its current location, and to require existing nonconforming mechanical equipment to be replaced in a compliant location unless the mechanical equipment being replaced has a minimal safety, health, or nuisance impact on adjacent properties. Nonconforming mechanical equipment emitting carbon monoxide, fumes,

gasses, extreme heat, excessive noise, or creating similar conditions are intentionally omitted and may not be replaced under this section.

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.



**CC – 04282025 - Updated Redline Document with changes to allow replacement of mechanical equipment in the front and secondary front yards shown in red. Planning Commission changes shown as underline with shading.**

## Sec. 2.3 Definitions

*Mechanical equipment* means a system or part of a system installed outside of a structure and utilized to provide control of environmental conditions and related process within a structure. Equipment can include air conditioning units, emergency generators, heat pumps, ductless heat pump (mini-splits), water pumps or other similar things.

## Sec. 3.9. Accessory uses and structures.

### 3.9.1. General Standards.

- A. *Subordinate to Principal Use.* Accessory uses and structures must be subordinate to the principal use and structure on the subject lot in terms of area, extent and purpose.
- B. *Time of Establishment.* Accessory structures must be constructed in conjunction with or after the principal building, and may not be constructed prior to the construction of the principal building. Accessory uses may be established no earlier than the commencement of the principal use.

3.9.2. *Building Coverage.* The combined footprint of all detached covered accessory structures, and all porches or decks six inches or more above finished grade, may not exceed the building footprint of the principal building.

### 3.9.3. Location in 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 required rear setbacks if they do not occupy more than 33 percent of the actual rear yard area 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 equipment such as heat pumps, air conditioners, emergency generators, and water pumps may only be located in rear or side yards and may be within rear or side yard setbacks if located at least three feet from rear and side lot lines.
- D. Fences or screening walls, as permitted by chapter 12 of the Code of Ordinances, may be located in any required setback.

(Ord. No. 2022-5, § 4, 3-28-22)

## **ARTICLE XXI. NONCONFORMING USES**

### **Sec. 21.1. Purpose.**

The purpose of this article is to provide for the regulation of legally nonconforming structures, lots of record, and uses, and also to specify circumstances and conditions under which nonconformities shall be permitted to continue. The zoning regulations established by this ordinance are designed to guide the future use of land located in the City of St. Joseph by encouraging appropriate groupings of compatible and related uses and to promote and protect the public health, safety, and general welfare. The continued existence of nonconformities is frequently inconsistent with these purposes; therefore, the gradual elimination of nonconformities is generally desirable. The regulations of this article permit nonconformities to continue, but are intended to restrict further investments which would make them more permanent.

### **Sec. 21.2. Reserved.**

### **Sec. 21.3. Nonconformities.**

Except as otherwise provided in this article, any nonconforming lot, use, or structure lawfully existing on the effective date of this ordinance or subsequent amendment may be continued so long as it remains otherwise lawful. All nonconformities shall be encouraged to convert to conformity wherever possible and shall be required to convert to conforming status as required by this article. A nonconformity shall not be enlarged, expanded, or extended, including extension of hours of operation, unless the change is in compliance with all requirements of this ordinance. Normal maintenance and incidental repair of a nonconformity shall be permitted, provided that this does not violate any other section of this article.

- A. Nothing in this article shall be deemed to prevent the strengthening or restoration to a safe condition of a structure in accordance with an order of a public official who is charged with protecting the public safety and who declares the structure to be unsafe and orders its restoration to a safe condition, provided that the restoration is not otherwise in violation of the various provisions of this section prohibiting the repair or restoration of partially damaged or destroyed structures.
- B. Nothing in this article shall be deemed to prevent the addition of required off-street parking or loading spaces, so long as there is no expansion of the nonconformity, and subject to the restrictions of Article XVIII, Off-Street Parking and Loading.
- C. A nonconformity shall not be moved in whole or in part, for any distance whatsoever, to any other location on any other lot unless the net effect of the change shall be to reduce the nonconformity on the current lot; and the entire relocated structure and/or use shall thereafter conform to the regulations of the zoning district in which it is relocated. Any nonconformity reduced or eliminated as a result of the move shall not be re-established in its nonconforming condition.
- D. A nonconformity shall not be moved in whole or in part, for any distance whatsoever, to any other location on the same lot, unless the net effect of the change shall be to reduce the nonconformity.
- E. No use, structure, or sign which is accessory to a principal nonconforming use or structure shall continue after the principal use or structure has ceased or terminated, unless it shall thereafter conform to all regulations of this ordinance.
- F. The burden of establishing that any nonconformity was legally established shall, in all cases, be upon the owner of such nonconformity and not upon the City of St. Joseph.
- G. A nonconforming use shall not be changed to any use other than a use allowed in the zoning district in which it is located. For the purposes of this section, reducing the number of residential units on a lot shall not be considered a change of use. For example, a three-unit apartment is in the multiple-family

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dwellings use class and therefore is a nonconformity in the R1 Single-Family Residence Zoning District. Eliminating one residential unit would change the structure to a duplex, which is in the two-family dwellings use class, which is also a nonconformity in the R1 Zoning District. This change would be allowed.

- H. Nonconforming structures shall not be re-established in their nonconforming conditions in any zoning district after damage, destruction or demolition if the estimated expense of reconstruction exceeds 50 percent of the appraised replacement cost of the structure. For the purposes of this section, "damage or destruction" does not include dismantlement.
- I. If a nonconforming use ceases for any reason for a period of more than twelve (12) consecutive months, such discontinuance shall be considered conclusive evidence of an intention to abandon the nonconforming use. At the end of the 12-month period, the nonconforming use shall not be re-established and any future use shall be in conformity with the provisions of this ordinance.

#### **Sec. 21.4. Exceptions.**

The following exceptions to Section 21.3 apply:

- A. A nonconforming residential use, building or structure in the C Commercial or CO Commercial Office Zoning Districts is exempt from the provisions of Sections 21.3.H and 21.3.I.
- B. Any nonconforming building or structure in the OS Open Space District is exempt from the provisions of 21.3.H, unless the structure is prohibited under areas of special flood hazard, high risk erosion area, sand dune area, or other state or federal laws or regulations.
- C. A limited neighborhood business shall be exempt from Section 21.3 with regard to the nonconforming use; it shall remain subject to Section 21.3 for the purpose of dimensional nonconformities.
- D. A nonconforming building or nonconforming structure located in the DH-OD Downtown Height Overlay District and which is of such height that special approval under Section 9.4 of this ordinance would be required to construct a new building or structure of that height in that location is partially exempt from Section 21.3.H with respect to that height in that it may be restored following damage or destruction; it may not be restored following demolition. To benefit from the exemption under this section, the building or structure must be restored to an exterior appearance and design as similar as possible to its previous configuration and shall not increase in height or volume as a result of restoration; this section is intended only to preserve the appearance of existing nonconformities in the DH-OD Overlay District and shall not be used to allow the substitution of a new, dissimilar nonconformity.

#### **Sec. 21.5. Reserved.**

#### **Sec. 21.6. Nonconforming lots.**

A nonconforming lot may be used for any principal use permitted in the zoning district in which the lot is located. A nonconforming lot may not be divided, combined with another lot, or otherwise altered unless the result is to lessen the nonconformity of the lot(s) involved.

#### **Sec. 21.7. Repairs and maintenance.**

- A. *Nonconforming Uses.* Repairs, maintenance and replacement may be performed on any building or structure devoted in whole or in part to a nonconforming use, including repair or replacement of roofs, doors, windows, interior and exterior walls, foundations, fixtures, wiring, plumbing and similar appurtenances and features. However, the dimensions or volume of the building or structure as it existed on the effective date of this ordinance or subsequent amendment shall not be increased in any way. Except that a building or structure

occupied by a limited neighborhood business may be repaired, replaced, or expanded so long as no dimensional nonconformity is created or increased. If the building or structure is itself nonconforming, Section 21.7.B also applies.

- B. *Nonconforming Structures.* Repairs and maintenance may be performed on any nonconforming building or structure, including repair or replacement of interior walls, roofs, doors, windows, fixtures, wiring or plumbing and similar appurtenances and features, or repair of exterior walls and foundations. No dimensional nonconformity shall be increased in any way. Portions of the structure necessary to allow the reasonable use of the structure, such as an exterior stairway or steps, may be removed and replaced in their previous location, or with such minor modifications as may be needed to meet current standards. The intention of this section is to allow the maintenance and rehabilitation of existing nonconforming structures but not to allow the replacement of foundations and exterior walls in such a way as to effectively allow a new structure to be constructed in a nonconforming location under the guise of rehabilitation.

- C. *Nonconforming Mechanical Equipment.* ~~Mechanical equipment Repairs and maintenance may be performed on mechanical equipment~~ that is nonconforming because it is located less than three feet from an interior side lot line or rear lot line ~~or within the front or secondary front yard may be repaired, maintained, and replaced. Replacement of mechanical equipment may be performed on mechanical equipment that is nonconforming because it is located less than three feet from an interior side lot line or rear lot line, if it meets the following conditions:~~

1. It is an air conditioning unit, heat pump or ductless heat pump (mini-split), and;
2. It does not prevent free ingress or egress from any building, door, window, fire escape, or interfere with an opening required for ventilation; and
3. Any replaced equipment is no closer than one foot from the ~~side or rear~~ lot line than the equipment being replaced; ~~or~~
4. ~~Any replaced equipment is no closer than one foot from the front or secondary front lot line in the R1-C, R1-D or R1-E Single-Family and R-2 Two Family Residence Districts or no closer than 15 feet from the front or secondary front lot line in the R1-A or R1-B Single Family Residence Districts.;~~

The intent of this section is to allow existing nonconforming mechanical equipment to be repaired and maintained in its current location, and to require existing nonconforming mechanical equipment to be replaced in a compliant location unless the mechanical equipment being replaced has a minimal safety, health, or nuisance impact on adjacent properties. Nonconforming mechanical equipment emitting carbon monoxide, fumes, gasses, extreme heat, excessive noise, or creating similar conditions are intentionally omitted and may not be replaced under this section.

## Sec. 21.8. Change of tenancy or ownership.

There may be a change of tenancy, ownership, or management of any Nonconformity provided there is no change in the nature of character of the nonconformity, unless such change is allowed under this ordinance.

## Sec. 21.9. Elimination of nonconformities—Uses, buildings or structures.

For the purpose of removing any nonconforming use, building or structure, the city commission may acquire private property or an interest in private property by purchase, condemnation, or other means. The cost, expense, or a portion thereof may be paid from general funds or assessed to a special district in accordance with applicable statutory provisions and relevant provisions of the city charter.

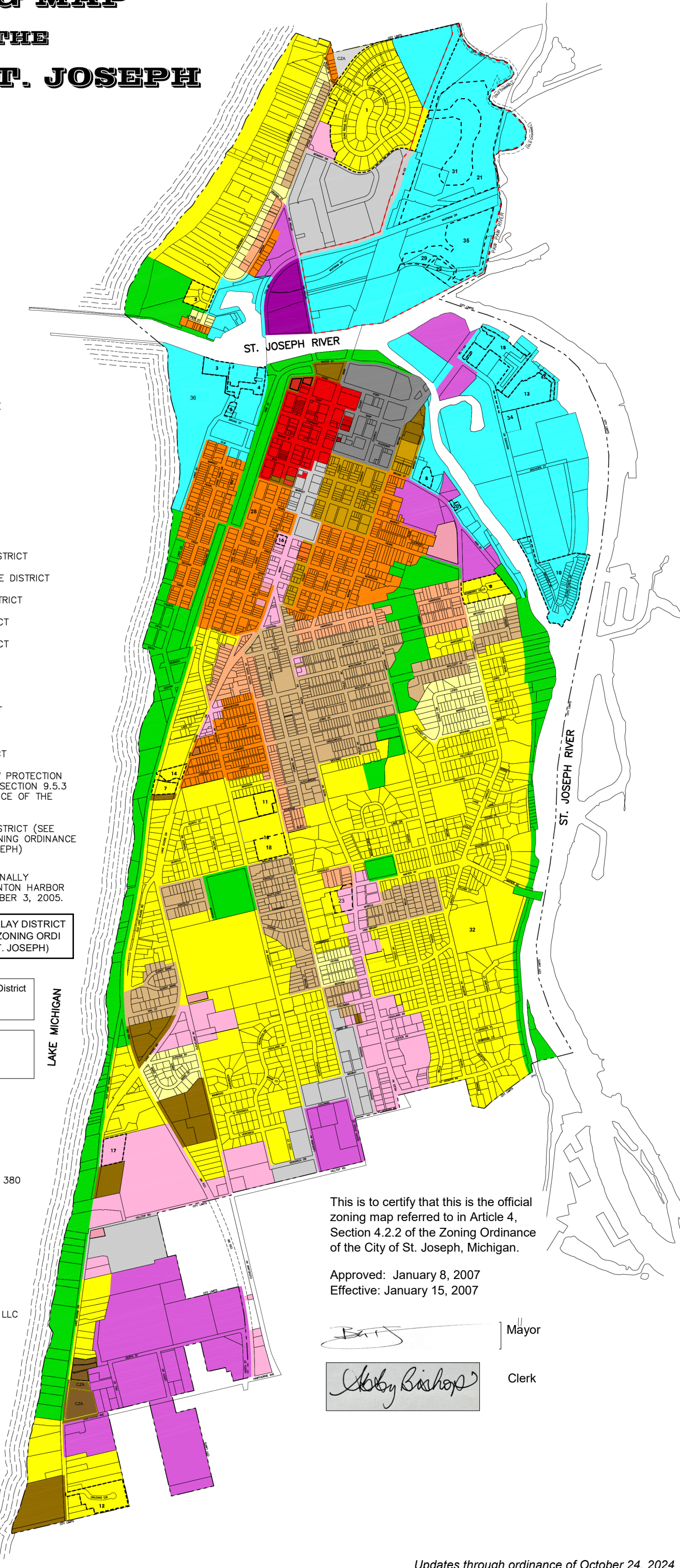
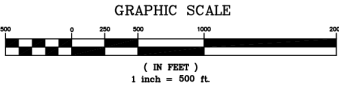


ZONING MAP  
OF THE  
CITY OF ST. JOSEPH

- DISTRICTS
- |                |       |  |
|----------------|-------|--|
| [Yellow]       | R1-A  | 30'  |
| [Light Yellow] | R1-B  | 25'  |
| [Tan]          | R1-C  | 20' SINGLE FAMILY DETACHED RESIDENCE   |
| [Orange]       | R1-D  | 15'  |
| [Dark Orange]  | R1-E  | 10'  |
| [Brown]        | R2    | TWO-FAMILY RESIDENCE DISTRICT  |
| [Dark Brown]   | R3    | MULTIPLE FAMILY RESIDENCE DISTRICT   |
| [Pink]         | C     | COMMERCIAL BUSINESS DISTRICT   |
| [Light Gray]   | CO-A  | COMMERCIAL OFFICE DISTRICT   |
| [Dark Gray]    | CO-B  | COMMERCIAL OFFICE DISTRICT   |
| [Red]          | D     | DOWNTOWN DISTRICT  |
| [Light Purple] | I1    | LIGHT INDUSTRIAL DISTRICT  |
| [Dark Purple]  | I2    | HEAVY INDUSTRIAL DISTRICT  |
| [Green]        | OS    | OPEN SPACE DISTRICT  |
| [Cyan]         | W     | WATER RECREATION DISTRICT  |
| [Dashed Line]  | LB-OD | LAKE BLUFF SCENIC VIEW PROTECTION OVERLAY DISTRICT (SEE SECTION 9.5.3 OF THE ZONING ORDINANCE OF THE CITY OF ST. JOSEPH) |
| [Dashed Line]  | FP-OD | FLOODPLAIN OVERLAY DISTRICT (SEE SECTION 9.6 OF THE ZONING ORDINANCE OF THE CITY OF ST. JOSEPH)                          |
| [Dashed Line]  | EB-OD | EDGEWATER BEACH OVERLAY DISTRICT (SEE SECTION 9.7 OF THE ZONING ORDINANCE OF THE CITY OF ST. JOSEPH)                     |
| [Dashed Line]  | MS-OD | Main Street Corridor Overlay District (Section 9.8 of Zoning Ordinance)  |
| [Dashed Line]  | NA-OD | Niles Ave. Overlay District (Section 9.9 of Zoning Ordinance)  |
- BOUNDARY OF PROPERTY CONDITIONALLY TRANSFERRED TO THE CITY OF BENTON HARBOR UNDER THE AGREEMENT OF NOVEMBER 3, 2005.

PLANNED UNIT DEVELOPMENTS

- 1 - EDGEWATER DUNES
- 2 - LIGHTHOUSE DUNES PATH
- 3 - LIGHTHOUSE POINT CONDOMINIUMS
- 4 - WATERFRONT MARINA CONDOMINIUMS
- 5 - LAKE STREET - 320, 340, 360 AND 380
- 6 - NEWBERRY HILLS
- 7 - SOUTH CLIFF COMMONS
- 8 - RIVERWALK
- 9 - SHOREVIEW CONDOMINIUMS
- 10 - ISLAND POINT MARINA
- 11 - 2000 S. STATE DEVELOPMENT, LLC
- 12 - THE ARBORAGE
- 13 - ISLAND YACHT AND TENNIS CLUB
- 14 - SOUTH CLIFF CONDOMINIUMS
- 15 - HARBOR ISLE
- 16 - STAR CONDOMINIUMS
- 17 - LAKEVIEW CONDOMINIUMS
- 18 - JEFFERSON ESTATES CONDOMINIUMS, LLC
- 19 - FAIRWAYS
- 20 - 1221 BROAD STREET
- 21 - THE GOLF CLUB AT HARBOR SHORES
- 22 - HARBOR VILLAGE AT HARBOR SHORES
- 23 - 2418, 2500 AND 2506 NILES AVENUE AND 711 MYRTLE AVENUE
- 24 - Harbor Village
- 25 - Amend Fairways
- 26 - 1234 Napier
- 27 - Amend 234 Napier
- 28 - 707 Lake Blvd, 702, 708, 712, 720 State St
- 29 - Amend Inn at Harbor Shores
- 30 - Harbor Village Amend
- 31 - Amend Fairways
- 32 - Amend 1234 Napier
- 34 - 185 Anchors Way 8/23
- 35 - Amend Harbor Village
- 36 - Amend Silver Beach 3/24



This is to certify that this is the official zoning map referred to in Article 4, Section 4.2.2 of the Zoning Ordinance of the City of St. Joseph, Michigan.

Approved: January 8, 2007  
Effective: January 15, 2007

Mayor

Clerk



# Agenda Item

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

**FROM:** Emily Hackworth, City Manager

**RE:** Lighthouse Tours Agreement

**MEETING DATE:** April 28, 2025

For many years, the Heritage Museum and Cultural Center (HMCC) conducted lighthouse tours during summer months. With organizational changes, the HMCC is no longer able to offer the tours. However, many former guides remain passionate about the lighthouse tours and worked to find a way to continue the popular tours.

St. Joseph Today is interested in providing the lighthouse tours, under the same terms and conditions as the HCMM. This includes allowing SJT to retain all revenue that may be generated. It should be noted that this is not a large fee generating endeavor, with the primary focus being to showcase the City's iconic lighthouse while educating the public on its historical significance.

The fee structure for the contract has changed over the years. For the first few years, tour revenue was split by a formula method between HMCC and the City. In the best year, 2019, more than \$20,000 in gross revenues was received from over 7,000 visitors; the City received approximately \$5,400 and HMCC netted about \$7,000 after program expenses. There was sentiment among City staff and the Commission that this ratio did not fairly reflect HMCC's work to put on the tours, and the 2020 lease was revised to a "net" formula that would have, in the same circumstances, returned \$2,500 to the City and a net \$9,500 to HMCC.

However, due to the pandemic there were no tours in 2020. The City Commission agreed to waive the City's portion of the tour revenues beginning in 2021. Revenues and visitors for 2022 remained approximately 60% less than the high in 2019, as HMCC reported it took in just under \$8,000 while welcoming approximately 2,400 visitors to the inner light. Things improved in 2023 with more than 6,900 visitors and more than \$16,000 in revenue, which covered more than \$15,000 in direct operating expenses - including additional insurance expenses (reported for the first time). In 2024, there were over 7,000 visitors with over \$17,800 in sales.

City staff recommends continuing the same arrangement with SJT, and notes that the City receives parking revenues from Tiscornia Beach, some of which are from tour attendees, although there is not a way to quantify those specific revenues. It is a time intensive program, reliant on volunteers, and provides a unique way to promote the City.

*Action Requested:* To approve the attached 2025 Lighthouse Tour Agreement with St. Joseph Today, and authorize the City Manager to execute the agreement.



Action Item (ID # 10724)

Meeting of April 28, 2025

**ATTACHMENTS:**

- 2025\_ Agreement Lighthouse Tours (PDF)

**2025 AGREEMENT  
BETWEEN CITY OF ST. JOSEPH AND ST. JOSEPH TODAY  
FOR  
ST. JOSEPH LIGHTHOUSE TOURS**

**This Agreement** is entered into by and between the **CITY OF ST. JOSEPH** (“City”), a Michigan municipal corporation, 700 Broad Street, St. Joseph, Michigan 49085 and **ST. JOSEPH TODAY** (“SJT”), a Michigan nonprofit corporation, 301 State Street, St. Joseph, Michigan 49085, as follows:

**WHEREAS**, City owns the two lighthouses and elevated catwalk located on the North Pier at the mouth of the St. Joseph River, St. Joseph, Michigan, commonly collectively referred to as the St. Joseph North Pier Inner and Outer Lights (“Lights”); and

**WHEREAS**, the North Pier (“Pier”) on which the Inner and Outer Lights are located is owned by the United States Army Corps of Engineers (“Corps”) and City’s right to maintain the Lights on the Pier and to access the Lights across the Pier is authorized and governed under the terms of a Park and Recreational Lease (“Lease”) granted by the Corps; and

**WHEREAS**, City has completed an historical restoration of the Inner and Outer Lights through the fundraising efforts of an unincorporated group known as “The Lighthouse Forever Fund;” and

**WHEREAS**, the Lights have been listed on the National Register of Historic Places since 2005 and City is interested in educating the public on their significance; and

**WHEREAS**, the Inner and Outer Lights were conveyed to the City subject to certain covenants, conditions and restrictions (“Covenants”) set forth in the National Historic Lighthouse Preservation Act (NHLPA) and incorporated into the deed; and

**WHEREAS**, the restoration and use of the Lights is further governed by a NHLPA Master Plan (“Plan”) approved by the National Park Service; and

**WHEREAS**, SJT is interested in sharing the historical significance of the Lights with the public as part of its educational mission, and would like to do so through interpretive tours, displays, and artifacts.

**THE PARTIES AGREE AS FOLLOWS:**

1. **SJT Authority and Responsibilities.** SJT has complete authority to conduct tours of the Lights and control over said tours unless otherwise restricted by this Agreement. SJT will conduct public walking tours/visits to one or both of the lighthouses located on the North Pier at the mouth of the St. Joseph River, St. Joseph, Michigan, keeping in mind the risk involved in such activity and incorporating appropriate safety provisions. SJT may also conduct private tours. Public tours are regularly scheduled tours open to the public on a walk-in or reservations basis for individuals or groups. Private tours may be arranged at the discretion of SJT for groups outside of the regularly scheduled tour hours. SJT is responsible for all facets of the tours, including but not limited to the following:

- a. Arranging, designing, and conducting the tours, including scheduling, advertising, registration, and other similar activities.
  - b. Establishing rules for the tours and displays.
  - c. Establishing and collecting reasonable rates to encourage public participation in the tours.
  - d. Determining content of the tours and displays.
  - e. Cancelling or postponing the tours based on weather conditions or other unforeseen or uncontrollable conditions.
  - f. General cleanup of debris or rubbish after each tour.
  - g. Hiring and supervision of staff and/or volunteers involved in any facet of the tours or displays.
  - h. Completing, collecting, and retaining City-drafted waivers by each tour participant. Signed waivers shall be kept on file at least three (3) years
2. **Compensation.** SJT may retain all fees, donations, or other monetary contributions collected for all tours, as well as all revenue from sales of concessions, except that any donation or contribution specifically directed to City or for the maintenance or preservation of the lighthouses and/or catwalks shall be delivered to City for deposit within 30 days of receipt. City is not responsible for any financial loss or costs that may be incurred by SJT.
3. **Due Care.** SJT shall exercise due care; proper supervision over its guests, volunteers, and employees; and diligence when providing its services and obligations under this Agreement. SJT shall promptly notify City of any damage, maintenance needs, or hazards that it observes in the course of the tours. SJT recognizes that high lake levels, wave action, and related conditions, such as algae and water covering the pier at various times, can affect safe access and SJT will take such conditions into account when determining whether it is reasonable to conduct tours at any particular time.
4. **Restrictions.** SJT may make no physical changes to the lighthouses, catwalks, pier, or other real or personal property owned by City or Corps unless prior written authorization is obtained from the property owner. In addition, SJT will provide to the City appropriate information and material to allow advance consultation with, and to request permission from, appropriate authorities including, but not limited to, the Corps, National Park Service, and State Historic Preservation Office. SJT shall take no action in violation of the Covenants, Lease, or Plan or which could cause City to be in violation of the Covenants, Lease, or Plan. ***No public access to the catwalk is permitted.*** SJT shall obtain and be solely responsible for compliance with any permissions, permits, or licenses required to offer concessions.
5. **Use of Tiscornia Park.** SJT may use Tiscornia Park as a gathering place for the tours and may receive payments in the Park. Vehicles parked in Tiscornia Park are subject to any parking regulations established by City, including the need to pay parking fees.
6. **City Responsibilities.** City will provide SJT with interior access to the Inner Light and Outer Light as agreed between the parties. City is responsible for all regular maintenance of the Lights.

7. **Coordination.** The parties agree to make good-faith efforts to coordinate tours and maintenance activities to minimize potential conflicts.
8. **Term.** This Agreement is effective immediately upon final execution and ends December 31, 2025 unless extended upon mutual agreement of the parties.
9. **Work Product Ownership.** Ownership of any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by SJT in connection with the Services will be negotiated between the parties and shall not be the exclusive property of SJT or City.
10. **Laws, Rules and Regulations.** SJT must abide by all applicable federal, state and local laws, rules, and regulations in the performance of this Agreement.
11. **Relationship.** The parties agree that SJT is an independent entity, and that neither SJT nor its board members, officers, employees, volunteers, or contract personnel are, or shall be deemed to be, agents or employees of City for any purpose for services performed under this Agreement, including but not limited to worker’s compensation, unemployment compensation, insurance, or fringe benefits.
12. **Indemnification.** To the fullest extent permitted by law, each party agrees to defend, indemnify, pay on behalf of, and hold harmless the other party and its elected and appointed officials, employees, contractors, agents, volunteers, boards, commissions, and/or authorities and boards or those otherwise acting on its behalf, against any and all claims, actions, suits, liens, judgments, damages, losses, liabilities of any nature, and expenses, including actual and reasonable attorney fees and costs, by way of personal injury, including bodily injury or death and/or property damage including the loss of use thereof, asserted that arise from acts, omissions, or events arising out of, its respective board members, officials, employees, volunteers, contractors, agents, and/or assigns actions or omissions related to the subject matter of this Agreement, including intentional misconduct. This provision is not a waiver of the defense of governmental immunity.
13. **Insurance.** During the term of this Agreement, SJT must procure and maintain the following insurance with carriers acceptable to City and admitted to do business in the State of Michigan, and provide proof of the same to City:
  - **Worker’s Compensation Insurance**, including employers’ Liability coverage, in accordance with Michigan law.
  - **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
  - **Motor Vehicle Liability Insurance**, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

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

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

14. **Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.
15. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
16. **Nondiscrimination.** SJT shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

#### City of St. Joseph

#### St. Joseph Today

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

By: \_\_\_\_\_  
Paul Knapp, Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Laurie L. Schmidt, City Attorney



# Agenda Item

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

**FROM:** Cameron Welch,

**RE:** Special Event Application - Lest We Forget

**MEETING DATE:** April 28, 2025

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Attached is the application from Lest We Forget for the 2025 event titled "The Sandbox Wars." Scheduled for June 20-22, 2025, the event will feature historical presentations and displays, helicopter and boat rides, climbing walls, and a concert.

Also included is a map outlining the requested event area. While most of the property is privately owned, a small strip across the river falls under public ownership. Permission to use this publicly owned portion is requested as part of the application. Please note that the request does not include Paddler Park.

Event coordinator Larry Wozniak will provide a brief overview of the event details and key information.

*Requested action:* Motion to approve the Lest We Forget, The Sandbox Wars event as requested and to authorize staff to issue a special event permit.

**ATTACHMENTS:**

- Lest We Forget Application (PDF)
- Map (PDF)
- Staff Review and Comments (PDF)





700 Broad Street  
St. Joseph, MI 49085  
tel. (269) 983-5541  
fax (269) 985-0346

# Special Event Application Form

**Important:** Please fill out each item as completely as possible, to allow your application to be processed as quickly as possible, without unnecessary delays. Please return the completed, signed application, with any necessary attachments, to City Hall, at the address shown at the left. Completed applications can also be sent to [cwelch@sjcity.com](mailto:cwelch@sjcity.com)

Special Events must be approved by the City Commission, which typically meets twice per month. We recommend submitting your application at least two months before your organization wishes to receive approval, to allow time to work through issues with the staff, and to allow for the possibility that the City Commission may still see issues that should be addressed before approval.

## Applicant Information

Name of Special Event: The Sandbox Wars (Gulf, Iraq, Afghanistan)  
Sponsoring Organization (if applicable): Lest We Forget  
Mailing/billing Address: 5512 Ivy Drive  
City/State/ZIP Code: Stevensville, Michigan 49127  
Contact person(s): Larry Wozniak  
Business phone: \_\_\_\_\_ Cell phone: 269-429-2098 Fax: \_\_\_\_\_  
E-Mail Address(es): 49wozniak@gmail.com

## Event Information

*\*A separate event schedule and/or description may be attached in response to questions 1 through 4.*

*\*\*For any question, if there is not room to include a complete response, please include the response on a separate attachment and note "see attached". When providing information in an attachment, please refer to the appropriate question number(s) to help the City staff review the application.*

1. What is the requested day(s), date(s), and time(s) of the Special Event: June 20, 2025-Set Up  
June 21, 2025 8am-10pm, June 22, 2025 9am - 3pm

2. Is there a requested alternative date(s)? [YES] [NO]

- If yes, please provide the alternative date(s): NO

3. Please describe the event(s): Military Display, WWII Boat Rides, Helicopter rides,  
Climbing Wall, Concert from 7-9pm

4. What is the requested location(s) of the event(s): 275 Upton Drive. Field along the  
St Joseph River. We have already received permission from Harbor Shores.

Revised 06/14/2022

Please complete the following check list regarding your event and special needs: More detailed instructions are included on the following pages. Please use additional sheets where appropriate for more detailed responses.

5. Is this event expected to occur again in a future calendar year? Yes X No       
Normal Annual Date? Location and date not determined for 2026
6. Have you included a map indicating the location of your event?\* Yes      No X
7. Does the applicant wish to prohibit vending within the event area? Yes X No
8. Does the applicant plan to include vending as part of this event? \* Yes X No
9. Will this event include the use of signs? Yes X No
10. Is the applicant special parking arrangements, such as reserved parking? \* Yes      No X
11. Is the applicant requiring utility connections, such as electric or water services? Yes      No X
12. Does the applicant require other public services? Yes X No     
  - Barricades TWO Yes X No
  - Fencing Yes      No
  - Street Sweeping Yes      No
  - Mowing Yes X No
  - Rubbish Containers 12 Total Yes X<sup>12</sup> No
  - Rubbish Removal Yes X No
  - Picnic Tables Yes      No X
  - Cessation of Lawn Sprinkling Yes      No X
  - Other 40 Tall traffic Cones Yes X No
  - Map included indicating locations of these services?\* Yes      No X
13. Does the applicant have any special security or safety concerns? Yes X No
14. Are you requesting assistance from the Public Safety? Yes X No
15. Are you requesting security/safety assistance from an outside agency? Yes X No
16. Will the event include loud or unusual sounds? Yes X No     
  - Musicians Yes      No X
  - Singers Yes X No
  - Amplified Announcers Yes X No
  - Carnival Rides Yes      No X
  - Motor Vehicle Noises Yes X No
  - Other Helicopter GOLD STAR DISPLAY Yes X No
18. Will the event include unusual lighting beyond what is normal at that location? LIT ALL NIGHT Yes X No
19. Are alcoholic beverages proposed to be served as part of the event? Yes      No X  
Have all necessary liquor licenses been obtained at the time of this application? Yes      No
20. Does the applicant have any other requests that are not listed in this form? Yes      No X
21. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of St. Joseph as an additional named insured? Applied for Yes Coming No

\* Indicates attachments required

Attachment: Let's We Forget Application (10729 : Special Event Application - Let's We Forget)



14. **Is the applicant requesting assistance from an outside agency or contractor in addressing these concerns?**  
If yes, you must please attach information indicating all of these contractors on this application.
15. **Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**  
If yes, you must please attach information indicating all of these on this application..
16. **Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**  
If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.
17. **Are alcoholic beverages proposed to be served as part of the event?**  
If yes, you must advise the Department of Public Safety of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.  
You must have any and all necessary liquor licenses been obtained at the time of this application.
18. **Please attach a separate sheet detailing** any aspects of the event that are not specifically addressed in this form but of which the City Commission should be aware to make a fully informed decision with regard to approval of the proposed event.
19. The applicant is required to provide a minimum of \$1,000,000 of general liability insurance coverage with respect to the event. The City may require additional insurance coverage based on the potential risk and nature of the event. A Certificate of Insurance with the City of St Joseph listed as additional insured must be provided one month before the event. Additional Insureds include the following: The City of St. Joseph, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of St. Joseph as additional insured, coverage afforded is considered to be primary and any other insurance the City of St. Joseph may have in effect shall be considered secondary and/or excess. Please email a copy to cwelch@sjcity.com, attach below or mail to 700 Broad St, St Joseph, MI 49085.

The City of St. Joseph PROHIBITS any and all painting of any city property, including sidewalks and streets. Events of those persons violating this policy will be canceled and no future event will be allowed.

#### **Applicant Signature**

I hereby affirm that the information is true to the best of my knowledge and belief, and agree that the applicant will be responsible for making certain that the event follows the ordinances, rules and regulations of the City of St. Joseph, and that the event takes place in accordance with the application as approved by the St. Joseph City Commission, including any conditions placed thereon.

Applicant signature: \_\_\_\_\_

Applicant printed name: Larry Wozniak

Date: 2/20/2025



**Fri June 20 2025,  
7:00 PM  
Lake Michigan College  
Special Guest Speaker**

**CSM Tom Satterly**

**DRAFT**

# **Lest We Forget Presents "The Sandbox Wars"**

Gulf, Iraq, Afghanistan

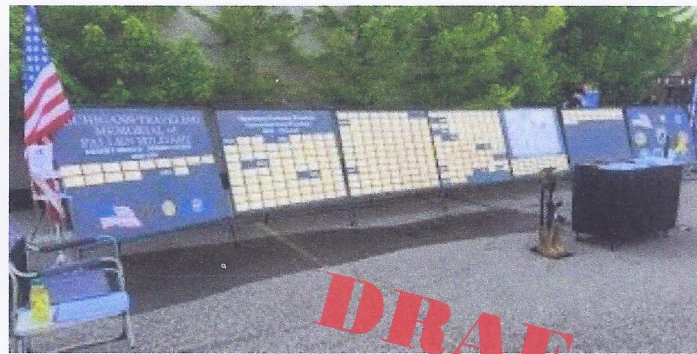


**Sat June 21 & Sun Jun 22, 2025  
275 Upton Dr., St Joseph, MI 49085  
On The Banks of The St. Joseph River**

**Gold Stars Tribute Wall - Gulf, Iraq and Afghanistan Wars**



**Heroes of Michigan Traveling Memorial**



**Veterans and Family  
Support  
Specialists Available**

**Fun For The Whole Family**



**USO SHOW**

**4 Men and a Tenor**

**Saturday Night**

For Further information on the  
Lest We Forget organization  
and Event Schedule  
see [www.lestweforgetusa.org](http://www.lestweforgetusa.org)  
Find us on Facebook



UPTON DR

20.b

MM-68

Attachment: Map (10729 : Special Event

Packet Pg. 165

**Staff Review and Comments**

Special Event: Lest We Forget

Date: June 20<sup>th</sup> – 22<sup>nd</sup>

Department	Recommendation	Comments
Public Works	Approve	
Public Safety	Approve	
Community Development	Approve	
City Engineer	Approve	
City Clerk	Approve	
St. Joe Today	Approve	

**Additional Comments:**Insurance Policy Received? ☒ Yes ☐ No

If no, date by which Insurance Policy must be Received (minimum of 30 days before event):





# Agenda Item

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

**FROM:** Emily Hackworth, City Manager

**RE:** Parental Leave Policy

**MEETING DATE:** April 28, 2025

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To attract and retain staff, City staff recommends offering a parental leave policy that will offer paid leave to new parents. The program, as outlined in the following document, would provide up to 8 weeks of parental leave to be taken within six months of a qualifying event.

If approved, this policy would take effect as of January 1, 2025, for full-time staff who have successfully completed their probationary period.

*Action Requested:* To adopt a parental leave policy as detailed in the attached summary, effective January 1, 2025, and instruct City staff to draft corresponding language to be added to the City's Personnel Policy Manual, upon review and approval of the City Manager and City Attorney.

**ATTACHMENTS:**

- Parental Leave Policy Overview (PDF)

## **Parental Leave Policy Proposal**

### **Benefits:**

- 8 weeks of parental leave at 100% of base pay during the parental leave period.

### **Eligibility Criteria:**

- Full-time employees.
- Successful completion of the probationary period as outlined in the employee policy manual or union contract.
- Includes employees welcoming a child through adoption within the scope of eligibility for parental leave.
- Must show proof / documentation.
- Leave must be utilized within 6 months of the qualifying event; utilization does not need to be consecutive within this timeframe.

### **Protections and Conditions:**

- Employees must reimburse the organization for parental leave pay if they voluntarily or involuntarily terminate employment within one year of the completion of the leave period.
- Parental leave will run concurrently with the Family and Medical Leave Act (FMLA).
- Leave accrual will not occur during the parental leave period.
- Unused parental leave will not be paid out.
- Health benefits will continue during the leave period under the same terms as active employment.

### **Application Process:**

- Employees must notify their supervisor and HR in writing at least 45 days prior to the anticipated leave start date, where feasible.
- Emergency leave requests will be accommodated under specific circumstances.

### **Job Security:**

- Employees returning from parental leave will be reinstated to their original or an equivalent position, in compliance with FMLA.

### **Implementation Timeline:**

- Policy to take effect as of January 1, 2025.



# Agenda Item

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

**FROM:** Kristen Gundersen, Community Development Director

**RE:** Inspection Department Changes to Residential Rental Program and Approval of Changes to FY 25 Fee Schedule

**MEETING DATE:** April 28, 2025

As part of the 2025-2026 fiscal year, the Inspection Department is moving forward changes to the existing residential rental registration program to allow the use of a third-party Inspector for the biennial inspections. In addition to additional changes to the fee schedule adopted in February 2025.

## Rental Program Changes

The residential rental program (for stays of one month or longer) dates back to the 1970s. Its purpose is to ensure housing safety standards for rental dwelling units. It was expanded in 2011 when regulations for short-term rentals (stays of less than one month) were adopted.

Since the early 1980s the fire department was responsible for inspecting rental units. After the creation of the Public Safety Department in 2012, as fire fighters retired, public safety officers began inspecting. In August 2024, the last fire fighter retired leaving the 26 cross-trained public safety officers to complete the necessary rental inspections for buildings with 4 or less dwelling units. There are approximately 40 inspections performed monthly by the PSOs. The PSOs receive an annual stipend of \$1,000 to perform the inspections.

Buildings with 5 or more dwellings are inspected by the Inspection Department biennially.

The Public Safety officers assigned to the fire station dedicate time on Wednesdays and Fridays between 1 pm and 5 pm for rental inspections. There are times when the scheduled inspection cannot take place due to emergency calls or PSO specialized training. When an emergency happens, the inspections are rescheduled or a building official/inspector will complete the inspection. The limited time frame and last-minute cancellations impact the customer experience.

PSOs and the Inspection Department have expressed concern about the PSO's ability to provide inspections. In late 2024, the PSOs voted as a union to give up the rental inspection stipend if another option is available and to no longer be responsible for these inspection.

The Inspection Department recommends contracting this work to a third-party rental inspector. The third-party inspector would set their own hours and would be better positioned to accommodate irregular hours while providing consistent inspections, along with the necessary follow-ups for those units that require corrections or re-inspection. This change would also offer the building inspector/official more time for

permitting, building inspections and enforcement.

Moving to a third-party inspection would be similar to the structure currently in place for electrical, mechanical and plumbing contract inspectors. The third-party inspector would be paid 80% of the collected inspection fees. The inspection fees were raised to \$75 in February for the first dwelling unit in a building plus \$40 for each additional dwelling unit in the building. In 2024, 626 inspections were performed and \$43,389 (inspection fee was \$60/unit at that time) was collected with \$26,000 being paid to the PSOs per the union contract.

The remaining revenue would continue to supplement the inspection clerk's salary who is responsible for the mailing of biennial inspection paperwork, collection of fees and mailing of approved certificate paperwork.

The ideal candidate would have basic knowledge of building codes, general construction, mechanical, electrical, and plumbing systems, International Property Maintenance Code (IPMC) or similar housing inspection training (i.e. current licensure for Inspector status through the State of Michigan or former Fire Department Training or Code Enforcement).

The Inspection Department believes moving the rental inspection program to a designated contract rental inspector will improve the inspection process by: 1) increasing availability of inspection times available; 2) decreasing the number of delayed inspections; 3) standardizing the inspections completed; and 4) improving follow-up on necessary corrections.

#### Proposed Amendment to 2025 Fee Schedule - Residential Rental Program

Minor changes are needed to the FY 25 Fee Schedule as it relates to the Residential Rental Property Program. Attached is the proposed updated section of the fee schedule. The proposed changes are as follows:

1. Currently there are 3 fees associated with a rental inspection :
  - a. biennial inspection fee (\$75/1st unit + \$40/each additional unit)
  - b. rental re-inspection fee (\$60/1st unit + \$30/each additional unit)
  - c. missed inspection appointment fee (\$75).

Staff is requesting approval of combining the rental inspection fee and re-inspection fee and relying on one fee structure for monthly rentals \$75/1st unit + \$40/each additional unit in a single building (i.e., apartment complex with one owner)

2. Currently the short term rental biennial inspection fee is \$75.00/1st unit + \$40/each additional unit and the rental re-inspection fee (60/1st unit + 30/each additional unit).

In the past, short-term rental inspection fees were \$10 more than a monthly rental inspection. Staff is required to check for additional items such fire extinguisher, telephone line, refuse screening and posting of documents.

Staff is recommending approval of combining the rental inspection fee and re-inspection fee while increasing both fees \$10 to \$85/1st unit + \$50/each additional unit in a single building (i.e., apartment complex with one owner.

3. In the past there were different fees associated with expired permits. Staff is recommending the three lines associated with past due notices be removed and require a new rental registration fee

of \$100 be paid.

If the City Commission concurs with the Inspection Department staff recommendation which is also supported by the city manager, the following motion would be appropriate

*Action Requested: Move to approve amend the City of St. Joseph FY 25 Fee Schedule as it relates to the Residential Rental Property Program as attached and effective immediately.*

**ATTACHMENTS:**

- New Rental Fee Schedule 04-28-25 (PDF)
- Residential Rental Program Proposed Changees - April 2025 (PDF)

CITY OF ST. JOSEPH  
2025 FEE SCHEDULE

Fee Type	Fee
<b>Residential Rental Property Program</b>	
Long Term Rental Program (minimum one month stay): Initial Rental Registration Application Fee (one time)	\$100.00 per Owner/Structure
Long Term Rental Program: Biennial Inspection or re-inspection of each rental unit	\$75.00 for first unit + \$40.00 for each additional unit
Short Term Rental Program (less than one month stay - verify Zoning): Initial Rental Registration Fee (one time fee)	\$100.00 per Owner/Structure
Short Term Rental Program (less than one month stay - verify Zoning): Biennial Inspection, or reinspection, of each rental unit on one property	\$85.00 for first unit + \$50.00 for each additional unit
Missed Inspection Appointment (Includes appointments canceled within 24 hours of scheduled inspection)	\$75.00 per appointment





# Residential Rental Registration Program – Proposed Changes

INSPECTION DEPARTMENT  
APRIL 2025

# Rental Program History

- Residential rental registration program dates back to the 1970's. Fire fighters began inspecting in early 1980's with Public Safety Officers (PSO) taking over as retirements took place. August 2024, last fire fighter retired.
- Any structure used as a dwelling unit and not occupied by the property owner or their family is required to be in the rental program.
- Property owners register the rental unit with Inspection Department. All legal dwelling units are allowed in the program.
- Inspections take place on a biennial basis.
- Program is to ensure housing safety standards – PA 169 of 2017.



# 2023 and 2024 Rental Program History

- Total number of registered rental units
  - 2024: 1,678 with a known additional 56 units in 2026
- Total number of biennial rental inspections performed
  - 2023: 600
  - 2024: 626
- Inspection Dept sends out and processes renewal notices, schedules inspections and mails approved certificates.
- Inspections performed by:
  - Public Safety Officers for buildings with 4 or fewer rental units
  - Building Inspector or Official for buildings with 5 rental units or more and all new Short-term Rental units
- Time involved for typical inspection – 30 minutes.



# Existing Structure

- Limited appointment availability of Public Safety Officers – Wednesday and Friday between 1 pm and 5 pm (16 inspections a week).
- Multiple PSO's trained to perform inspections; inspections and results can be inconsistent.
- Unforeseen emergencies for Public Safety Officers – inspections are sometimes cancelled on short notice.
- Affidavit of Completion associated with correction notices not completed by property owner.
- Gaps in follow up and correction confirmation.



# Proposed Changes

- Inspection Department recommending the Residential Rental Registration program be administered by a third-party contractor



# Process Changes

- Public Safety Officers held union vote supporting the proposal of an outside contractor and the elimination of the individual \$1,000 annual stipend for the work (\$26,000 annually) beginning July 1 2025.
- Building Inspector/Official can be freed up for other responsibilities; would remain as back-up support.
- Necessary re-inspections would be completed prior to certificates being issued.
- Inspection Department Clerk would continue to send out and process renewal notices and issuance of certificates.





# Expected Improvements

- Time frames expand (days offered and times available) with fewer expected cancellations. Improves customer experience and quality of service for property owners.
- Qualified individual completing inspections with knowledge of International Property Maintenance Code.
- Consistent and quality inspections from dwelling to dwelling and year and year.
- Field verified corrections must be made before certificate issuance.



# Proposed Third-Party Work

- Biennial rental inspection fee for monthly rental is \$75 for first unit and \$40 for each additional dwelling unit in building, going up from \$60 for the first unit and \$30 for each additional unit.
- Third party inspector would receive 80%.
- No benefits – 1099 independent contractor.
- Third party inspector uses personal vehicle.
- Third party inspector sets own schedule for inspection.
- Paid monthly similar to electrical, mechanical and plumbing third-party inspectors.



# How to Move Forward

- Position advertised.
  - Interviews take place and position offered.
  - Contract negotiated and signed.
  - Hiring and training.
- 
- Would like to have someone hired and working before June 15<sup>th</sup>.





# Agenda Item

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

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

**RE:** Public Works Garage

**MEETING DATE:** April 28, 2025

The Public Works facility is in need of additional storage space to replace an existing building that has exceeded its useful life. The building in question was a used building when it was moved to the Public Works site over 20 years ago.

The Public Works team released a Request for Proposal (RFP) for the construction of a storage garage with bays for loose material storage. The RFP was made available to the public on February 25, 2025 with responses due back to the City by March 25, 2025. The City received four responses to the RFP from B&G Construction of Buchanan, MI, Pearson Construction of Benton Harbor, MI, The Rienks Group (TRG) of Granger, Indiana, and Ziolkowski Construction of South Bend, Indiana.

After a thorough review and speaking with several references of recent jobs completed by the contractor, City staff is recommending acceptance of the proposal from TRG Services of Granger Indiana in the amount of \$349,929.11. Due to the volatile material prices market and the lead times for those materials it's important that we accept this proposal quickly. That way the contractor can assure that the needed materials are on site and available when they intend to mobilize the week of July 28.

*Action Requested:* Please consider a motion to accept the proposal from The Rienks Group of Granger, IN for the construction of a storage garage on the Public Works site in the amount of \$349,929.11, to be paid from the Capital Improvement fund and authorize the City Manager to execute the appropriate documents on behalf of the City.

## **ATTACHMENTS:**

- RFP with Exhibits (PDF)
- Low bid (PDF)
- Public Works Storage Building Bid Tab (PDF)

# Request For Proposal

## Public Works Storage Building

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

Attachment: RFP with Exhibits (10686 : Public Works Garage)

## I. Purpose

This Request for Proposal ("RFP") is to provide interested area **Contractors** with sufficient information to submit proposals for consideration by the City of St. Joseph ("City") in connection with its needs for a storage building at 1160 Broad Street, St. Joseph, MI.

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

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

REQUEST FOR PROPOSAL: **Public Works Storage Building**  
CLOSING DATE AND TIME: **3:00 pm, March 25, 2025**



## II. Scope of Work, Term, and Bid Specifications:

Supply an estimated price and timeline for the completion of a 32'X148' storage building per drawings attached and incorporated as Exhibit 1, to be located on the Public Works property at 1160 Broad Street, St. Joseph.

Successful bidder must follow all state and local laws and regulations, OSHA safety requirements, industry best practice standards and EPA regulations on this project.

All bids must include cost of permits.

Work on this project can start as soon as construction contract is executed, materials on the construction site are moved by the owner and power pole relocation is completed by AEP.

Along with any manufacturer's warranties, the successful bidder will provide at least a one year workmanship warranty.

## III. Issuing Officer (Point of Contact)

Questions regarding the scope of work to be accomplished may be directed to Mike Christensen, Facilities Manager at (269) 930-4408. To schedule an appointment to see the job site, contact Mike Christensen by email at: [mchristensen@sjcity.com](mailto:mchristensen@sjcity.com) ; or by telephone at (269) 985-0310 (Office) or (269) 930-4408 (Mobile).

## IV. Addenda

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

## V. Instructions to Bidders

Sealed bids are due at the at the St. Joseph City Clerk's Office no later than **3:00 pm, March 25, 2025**

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

Attention: City Clerk  
**Re: Public Works Storage Building**  
 700 Broad Street  
 St. Joseph, MI 49085

It is the sole responsibility of the Bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the

delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will be returned unopened.

#### **VI. Incurring Costs**

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

#### **VII. Withdrawal of Proposal**

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

#### **VIII. Opening of Proposals**

Proposals will be opened publicly at **3:00pm March 25, 2025** in the City Hall Commission Chambers, 700 Broad Street, St. Joseph, Michigan.

#### **IX. Evaluation of Proposals**

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the April 7, 2025 City Commission meeting.

#### **X. Negotiations**

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

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

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

In accordance with Michigan law, all projects with a contract amount over \$50,000.00 will require a performance and payment bond covering the entire amount of the contract price, which shall become binding upon the award of the contract. **No bid bond is required.**

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

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.

- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.

- **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

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

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

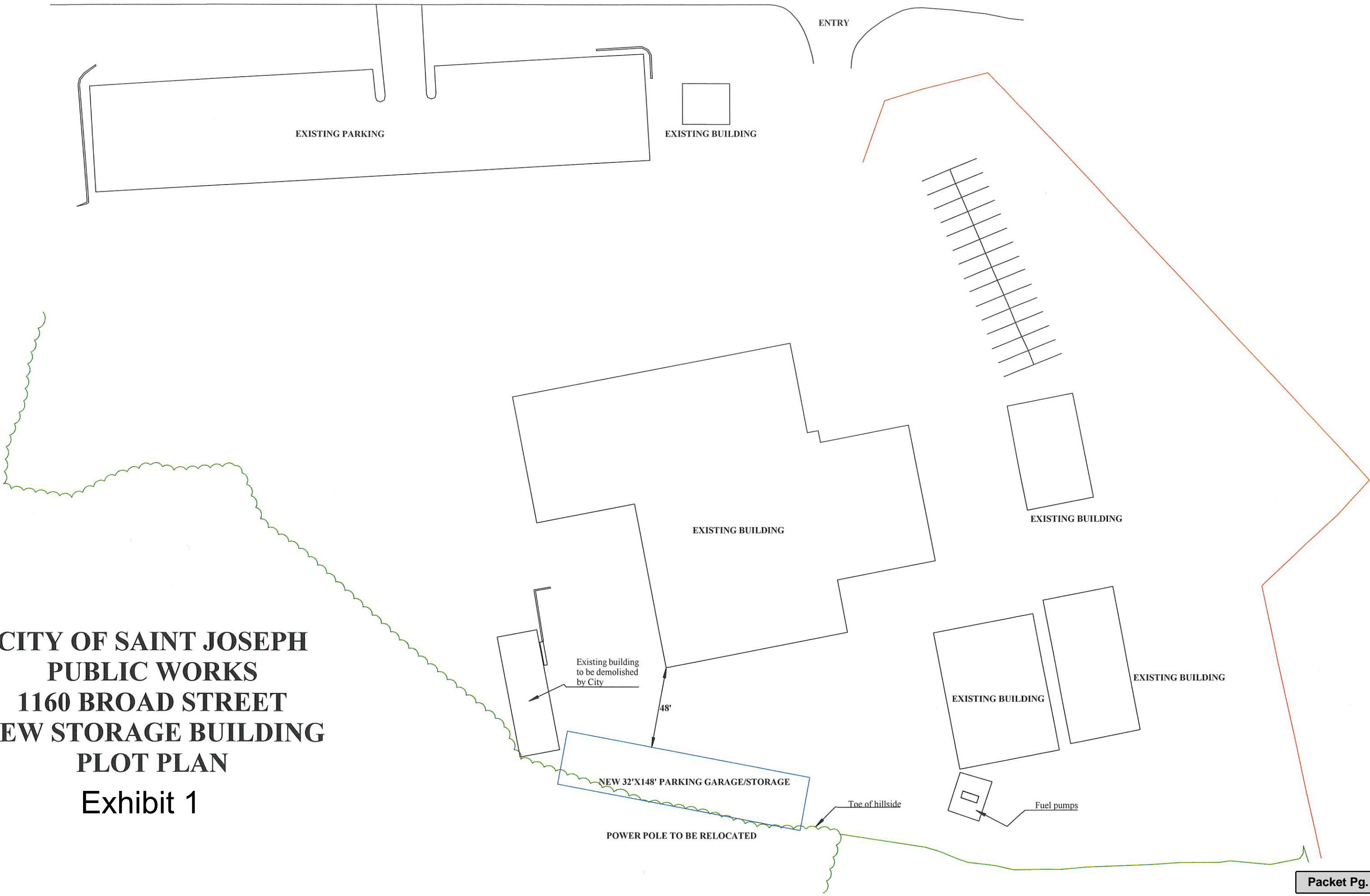
## **XII. Nondiscrimination**

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

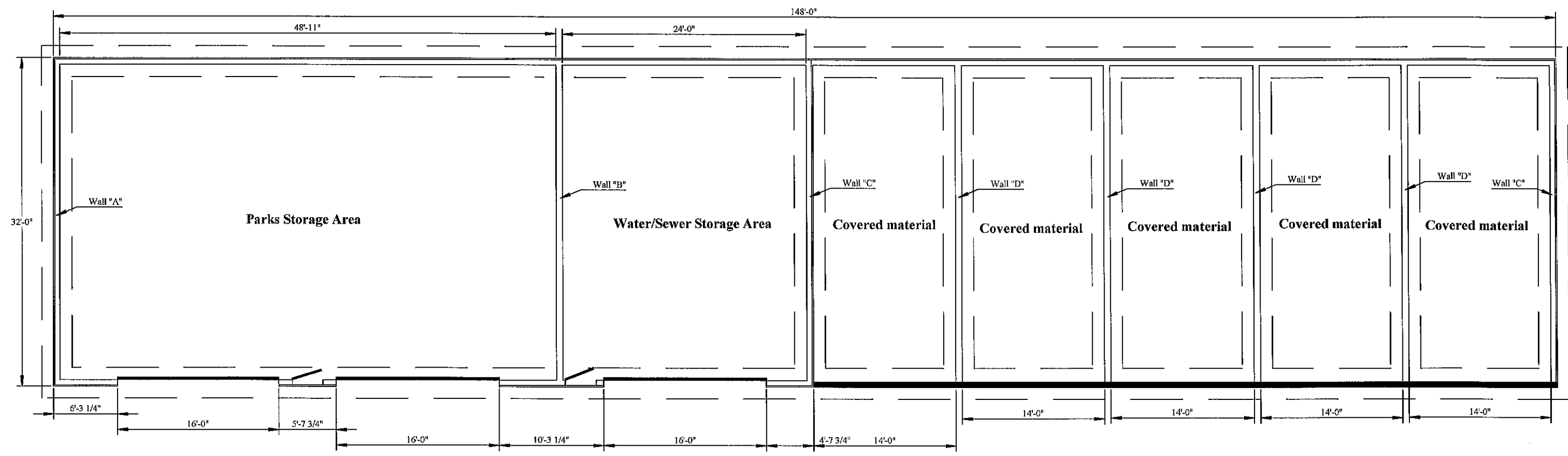
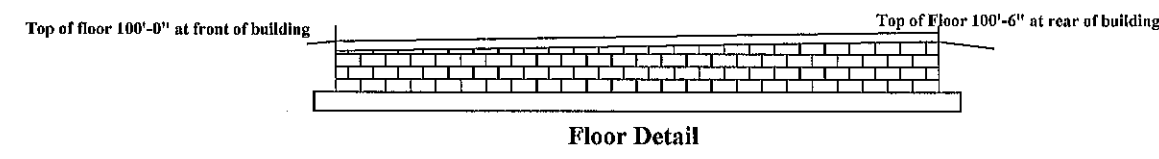
## **XIII. Payment Terms:**

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

**CITY OF SAINT JOSEPH  
PUBLIC WORKS  
1160 BROAD STREET  
NEW STORAGE BUILDING  
PLOT PLAN  
Exhibit 1**



CITY OF SAINT JOSEPH, PUBLIC WORKS  
1160 BROAD STREET  
NEW STORAGE BUILDING  
FLOOR PLAN AND FLOOR DETAIL PAGE

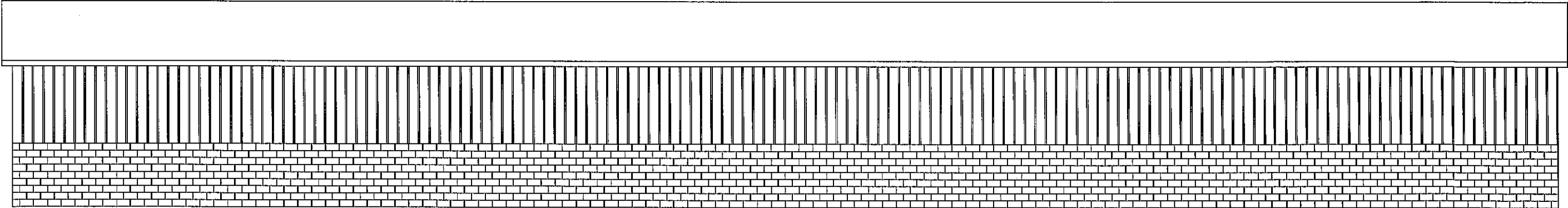


Foundation and Wall Plan

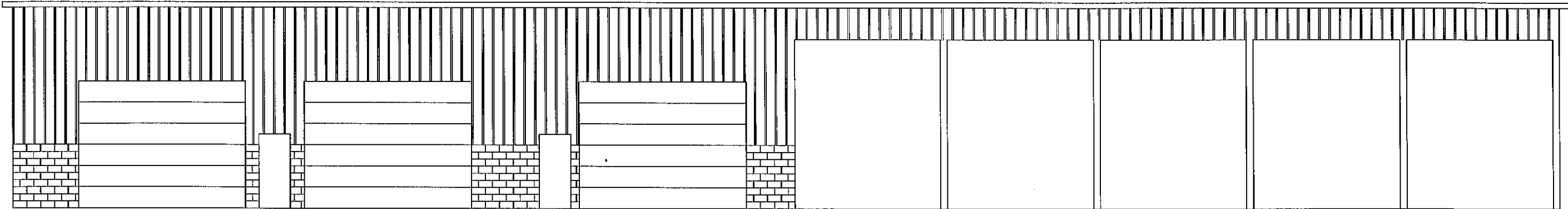
Exhibit 1

Attachment: RFP with Exhibits (10686 : Public Works Garage)

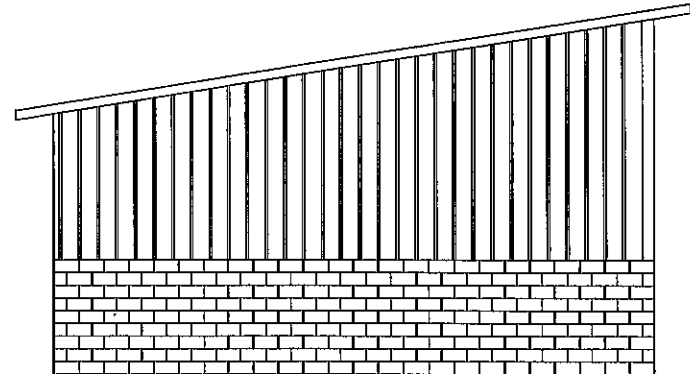
CITY OF SAINT JOSEPH, PUBLIC WORKS  
1160 BROAD STREET  
NEW STORAGE BUILDING  
ELEVATIONS PAGE



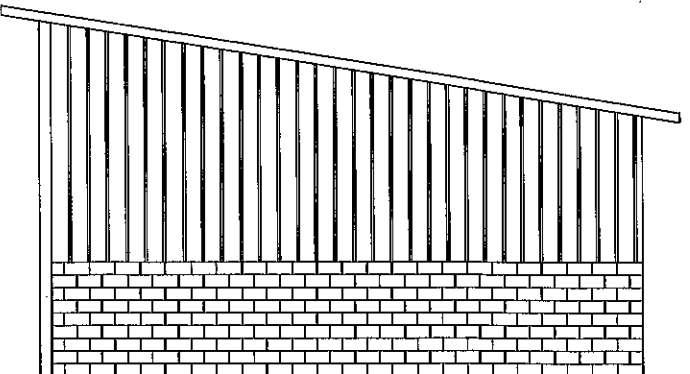
Rear Elevation



Front Elevation



East Elevation



West Elevation

Exhibit 1

Attachment: RFP with Exhibits (10686 : Public Works Garage)



CITY OF SAINT JOSEPH, PUBLIC WORKS  
1160 BROAD STREET  
NEW STORAGE BUILDING  
DETAILS PAGE

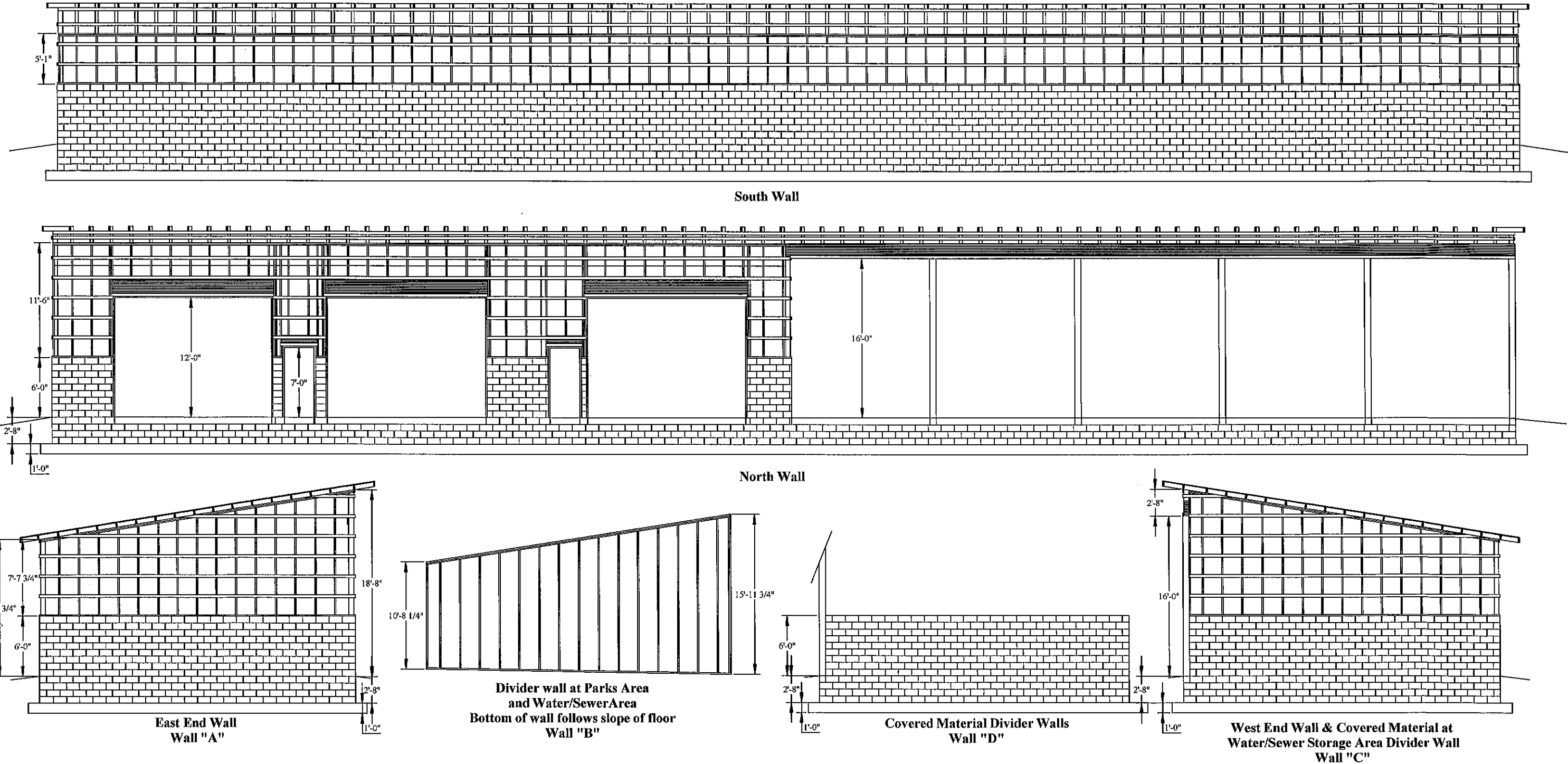
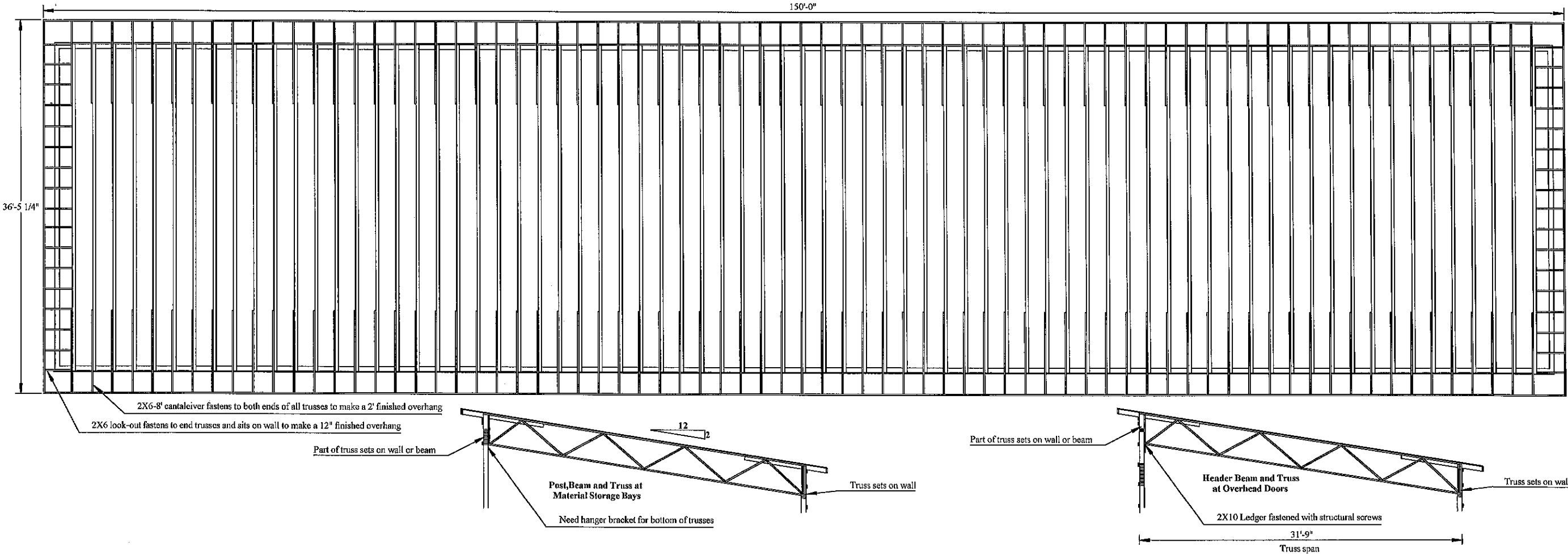


Exhibit 1

Details Page

Attachment: RFP with Exhibits (10686 : Public Works Garage)

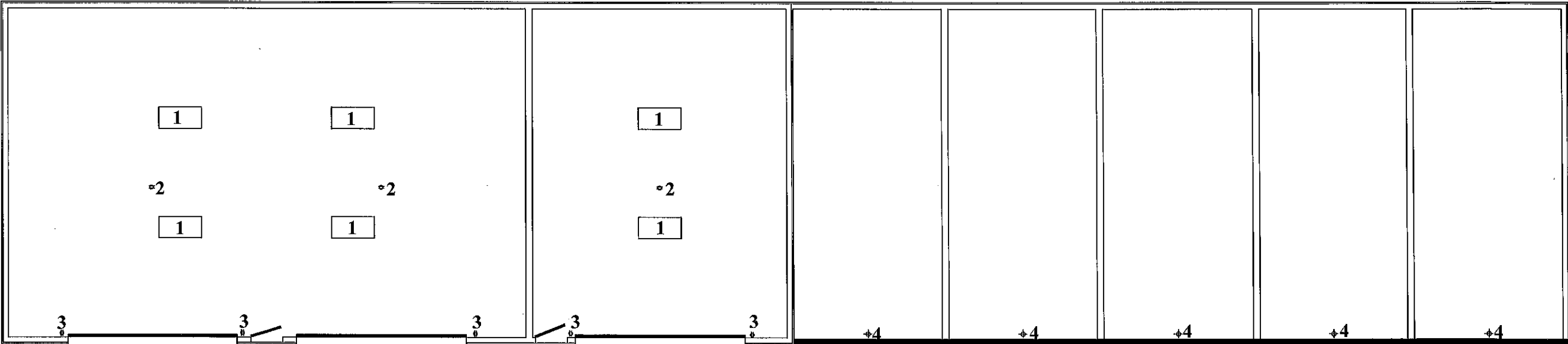
CITY OF SAINT JOSEPH, PUBLIC WORKS  
1160 BROAD STREET  
NEW STORAGE BUILDING  
ROOF DETAILS PAGE



Roof framing Plan

Exhibit 1

CITY OF SAINT JOSEPH, PUBLIC WORKS  
1160 BROAD STREET  
NEW STORAGE BUILDING  
ELECTRIC LAYOUT PAGE



Electrical Plan  
see spec sheet for info on numbers

Exhibit 1

Attachment: RFP with Exhibits (10686 : Public Works Garage)

CITY OF SAINT JOSEPH, PUBLIC WORKS  
1160 BROAD STREET  
NEW STORAGE BUILDING  
SPECIFICATIONS PAGE

Exhibit 1

Wood structure notes:

- 1.All studs will be 2X6
- 2.All Purlins will be 2X4
- 3.All framing members will be 24" on center or less
- 4.Posts at covered material openings will be 8X8 solid pressure treated or laminated
- 5.Beams over OHDs will be 5.5X24 GluLam or what is specified on truss design sheets
- 6.Beams over man doors will be 5.5X12 GluLam or what is specified on truss design sheets
- 7.Beams over covered materials opening will be 5.5X18 GluLams or what is specified on truss design sheets
- 8.Exterior siding will be 26gage painted steel with trims to match
- 9.OHD jambs, 2X10 pressure treated with steel trim covering
- 10.Where walls meet block, use 2X8 pressure treated lumber with sill sealer
- 11.Where wall meets floor, use 2X6 pressure treated plate
- 12.All wall bottom plates to be fasten on 24" centers and 6" from each joint
- 13.All interior walls of material storage area will be sheeted with 3/4" treated plywood installed horizontally
- 14.Wall between garage and material storage area will be sheeted on the garage side with 3/4" plywood installed horizontally
- 15.Wall between garages will be sheeted both sides with 3/4" plywood sheeting installed horizontally

Masonry notes:

- 1.All dimensions are based on block walls being 7 5/8" thick
- 2.All footings are 36"W X 12"H with two evenly spaced 5/8" rebar centered in height
- 3.All rebar joints will overlap 24"
- 4.All bock walls are to be smoothe faced, unpainted
- 5.Top course of all block walls will be bond beam with two #4 rebar laid horizontally
- 6.All walls are centered on footings
- 7.All walls will have a vertical 5/8" rebar grouted in at 2' centers
- 8.All walls will have ladder reinforcement, placed horizontally at every other row
- 9.Floor is to be 6" thick with 6X6 wire mesh
- 10.Floor is to be placed on 12" compacted sand fill and 6mill visqueen
- 11.Floor will have a slope from back to front

OPTION: Formed and poured concrete can be used instead of block walls with comparable reinforcement

Door notes:

- 1.Man doors are galvanized hollow core with galvanized frames, primed and painted
- 2.Man door size is 36" X 84" with 2" frame casing width, R.O. 40.25"X86.25"
- 3.Overhead door size is 12' X 12' with windows in one panel
- 4.Overhead doors to be smooth steel with remote control openers that can be prograded to existing truck devices

Roof notes:

- 1.All roof framing members are built on 24" centers
- 2.All sub fascia is to be 2X6 material
- 3.Roof deck is to be 3/4" plywood
- 4.Roofing is to be single ply membrane adhered to deck
- 5.Perimeter trims to be painted steel
- 6.Soffit and fascia is to be painted steel

Electric notes:

- 1. 2X4 6-bulb LED high bay fixture with motion activation sensor built in. Total, 6 fixtures
- 2. 20amp outlet for OHD opener. Total, 3 outlets
- 3. 20amp GFI utility outlets. Total, 5 outlets
- 4. 200w equivilent LED spotlight. Total, 5 fixtures
- 5. 100amp exterior service panel connected to existing underground feed.

Architectural drawings have IMPORTANT information regarding posts, hangers, blocking, fasteners, and other structural components. When installing Engineered Wood Products, use both this product placement guide and Architectural drawings for reference.

RED Triangle is TAG Side of Truss

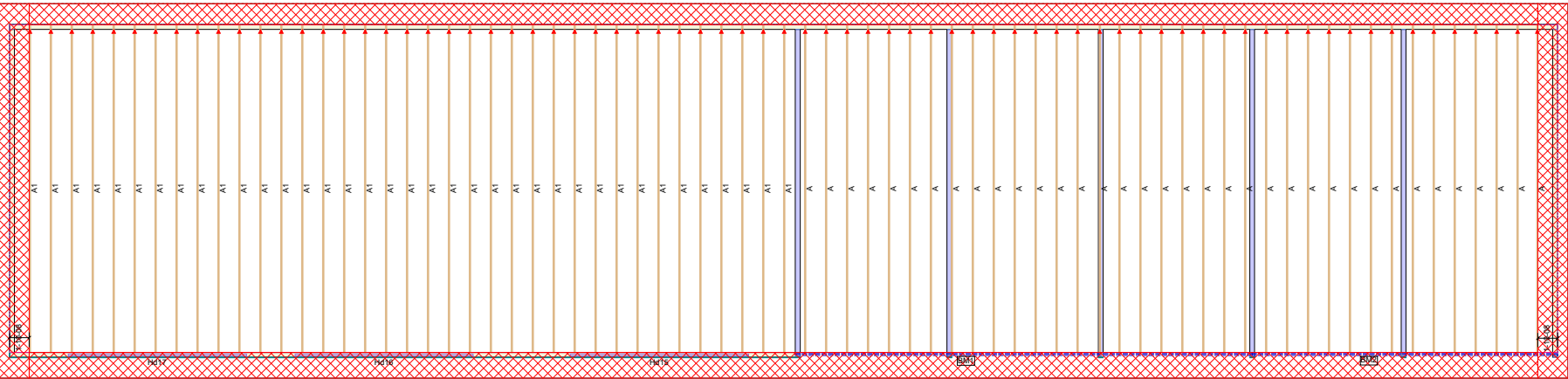
Roof Plane Material = 5427.41  
Fascia Material = 371.99  
Valley Flashing Material = 0  
Ridge Cap Material = 0  
Hip Ridge Material = 0

23.a

Job Number:

25012975

1/16" = 1'



Products					
PlotID	Length	Product	Plies	Net Qty	Fab Type
BM1	44-00-00	2.1 RigidLam DF LVL 1-3/4 x 16	2	2	MFD
BM2	30-00-00	2.1 RigidLam DF LVL 1-3/4 x 16	2	2	MFD

Wall Framing					
PlotID	Length	Product	Plies	Net Qty	Fab Type
Hd15	19-00-00	2.1 RigidLam DF LVL 1-3/4 x 18	2	2	MFD
Hd16	19-00-00	2.1 RigidLam DF LVL 1-3/4 x 18	2	2	MFD
Hd17	19-00-00	2.1 RigidLam DF LVL 1-3/4 x 18	2	2	MFD

Exhibit 1

Preliminary

Hatch Legend	
	FIELD FRAMING
	OVER BUILD
	PURLIN FRAMING
	PIGGY BACK TRUSS
	ATTIC ROOM

This placement guide is a Reference Guide only for Installation. It is meant to be used in conjunction with the Architectural and Structural drawings, not to replace them.

Storage Building - City of St. Joe

700 Broad St. , St. Joseph

Attachment: RFP with Exhibits (10686 : Public Works Garage)





3/25/2024  
GRANGER, IN 46530  
(574) 320-7982  
[www.therienksgroup.com](http://www.therienksgroup.com)

## TRG PROPOSAL FOR SERVICES

Mike,

Thank you for the opportunity to provide this proposal for services for the St Joseph Storage Building

At TRG we believe in changing the culture around how real estate is done, one project at a time. TRG is focused on providing a better customer experience for commercial real estate. Meeting the customer needs and caring for them as our neighbor. We apply this mentality to the entire real estate vertical.

### Project: Saint Joseph Public Works New Storage Building

#### SCOPE OF WORK --

- All site work required for new storage building
- Pour concrete slab and footers
- Construct poured concrete half walls around perimeter and dividing walls
- Construct wood framed exterior and interior dividing walls
- Construct membrane roof and install all siding
- Hang all plywood sheathing
- Install all specified overhead and man doors
- Install all electrical fixtures, outlets, and supply per the specifications

**Total Installation Labor, Materials, and Supplies = \$349,929.11**

#### EXCLUSIONS

- Anything not specifically listed above
- Painting of any other walls or CMU
- Structural alterations
- Re-routing of any existing lighting, plumbing, or HVAC
- Any moving of existing furniture/owner possessions to complete work listed above

#### Assumptions/Clarifications:

- Due to volatile material prices and acquisition lead times the above quote is good for thirty (30) days from posted date in header of proposal.
- All work to be performed by Licensed and Insured contractors.
- From Notice to Proceed, the overall project is estimated to be an 8-week construction window but due to summer backlog we anticipate mobilizing July 28th.
- TRG working hours are 7:00am - 4:00pm daily. Project can be expedited if overtime is allowed.
- Invoices will be due 15 days after receipt. 10% due upon approval, and 3 progress invoices as work begins.
- No data, phone, ethernet included.
- Permit fees are included. Assumes no architectural stamp needed for drawings and no Indiana State review required.
- Additional work outside the above scope of work will be submitted for approval as a Change Order Request (COR). COR's cost and scope will need to be approved and signed for by the owner's representative.

Attachment: Low bid (10686 : Public Works Garage)





3/25/2024

GRANGER, IN 46530

(574) 320-7982

[www.therienksgroup.com](http://www.therienksgroup.com)

Sincerely,

Josh Matthews



Estimator

(269)-208-9879

Attachment: Low bid (10686 : Public Works Garage)



3/25/2024  
GRANGER, IN 46530  
(574) 320-7982  
[www.therienksgroup.com](http://www.therienksgroup.com)

If the above items are acceptable, please indicate by signing below:

_____ OWNER	_____ CONTRACTOR
_____ NAME	_____ NAME
_____ TITLE	_____ TITLE
_____ DATE	_____ DATE

### TERMS AND CONDITIONS

The Contractor agrees to furnish all necessary supervision; to order all materials, tools, equipment and supplies; and to employ all subcontractors necessary to complete the improvements described in the proposal.

**Payments:** Owner's failure to make prompt payments will cause a financial hardship on the Contractor, it is necessary to impose a finance charge if payments are not promptly made. Accordingly, Owner agrees to pay a finance charge on amounts not paid within 30 days based on the following periodic rates: one and one-half percent (1.5%) per month on the unpaid adjusted balance. (Adjusted balance means previous balance less payments received at the time for the monthly billing). One and one-half percent (1.5%) per month is an annual percentage rate of eighteen percent (18%).

**Commencement, Completion, and Acceptance:** Provided all selection are made in a timely fashion, all necessary materials are available, a building permit (if necessary) can be obtained and the Owner has complied in full with the terms of this Contract, the commencement and completion date schedule will be agreed upon at the time the contract is signed. Owner acknowledges that agreed upon completion date is a best case estimate only and that Contractor shall not be responsible for delays caused by factors unknown or undisclosed to Contractor. Contractor shall not be responsible for obtaining any variances should such variances be required to obtain a building permit.

**Extra Work:** During progress of construction, Owner may order extra work. Such extra work shall be specified in a written change order signed by the Owner and Contractor and shall be paid for at time the change order is completed unless otherwise agreed to by the parties.



3/25/2024  
GRANGER, IN 46530  
(574) 320-7982

[www.therienksgroup.com](http://www.therienksgroup.com)

**Electrical Service:** Unless specifically included, electrical work contemplates no change to existing service panel other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. Cost incurred in changing point of service, main switch, or meter that may be required by inspector or serving utility shall be paid to the Contractor by the Owner the same as any other extra. Changes to existing wiring in areas undisturbed by alterations are not included.

**Subsoil Conditions:** Contractor does not assume any risk to subsoil conditions of the property and if any subsoil conditions which affect the work to be performed are encountered, they will be dealt with at the Owner's expense pursuant to a change order. If any testing or an engineered footing is required, it will be at Owner's expense.

**Property Lines:** The Owner is solely responsible for the location of all lot lines and shall, if requested, identify all corner posts of his lot for the Contractor. If any doubt exists as to the location of lot lines, the Owner shall at his own cost, order and pay for a survey. If the Owner wrongly identifies the location of the lot lines of the property, any changes required by the Contractor shall be at the Owner's expense. This cost shall be paid by Owner to Contractor in cash prior to continuation of work.

**Conduit, Pipes, and Ducts:** Unless specifically indicated, agreed price does not include re-routing of vents, pipes, ducts, or wiring conduits that may be discovered in removal of walls or cutting of openings in walls, floors, or ceilings.

**Access to Work:** Owner shall grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and rubbish. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractor shall protect adequately the property and adjacent property subject to this contract but shall not be held responsible for damage to driveways, walks, lawns, trees, and shrubs by movement of trucks unless due to Contractor's gross negligence.

**County/Government Requirements:** Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility, or inspector shall constitute an extra and shall be paid for the same as any other extra.

**Materials Removed:** All materials removed from structure in course of alterations shall be disposed of by Contractor and those items designated by Owner prior to commencement or during construction. All construction rubbish to be removed by Contractor at termination of work and premises left neat and, in a broom-clean condition.

**Insurance:** Contractor shall carry at his own expense worker's compensation and public liability insurance.

**Toilet Facilities:** Owner agrees to make toilet facilities available to all workmen or compensate Contractor for cost of rented units.

**Underground Pipes:** Contractor shall not be held responsible for damage to, or removing of pipes, sprinkler lines, water or sewage disposal systems or conduits in areas of excavating, grading, paving, or construction.



3/25/2024  
GRANGER, IN 46530  
(574) 320-7982

[www.therienksgroup.com](http://www.therienksgroup.com)

**Damage to Property** Contractor shall not be held responsible for damage caused by Owner or Owner's employees, Acts of God, soil slippage, earthquake, fire, riot, or civil commotion or acts of public enemy.

**Marketing:** The Contractor is authorized to photograph and video the work, and to publish the documentation (included but not limited to newspaper, magazine, and the internet). The Contractor will not use the name of the Owner unless given permission.

**Warranty:** Provided the Owner has complied with all terms and conditions of this contract and the relating documents and is not in default for the same, the Contractor warrants that all work shall conform to the requirements of the Contract and that any defects due to faulty materials or workmanship which the Owner gives written notice to Contractor within a period of one year from the date of 95% completion or occupancy by the Owner whichever will first occur, shall be corrected by the Contractor within a reasonable period of time at the Contractor's expense.

Attachment: Low bid (10686 : Public Works Garage)



TRG Services, Inc.  
16700 Cleveland Road  
Granger, IN 46530  
574-320-7982

**St Joseph Storage Building**  
**Summary Schedule:**

**April 7th, 2025:**

Award contract

**May 1st 2025:**

Contract signing, submittals, subcontractor agreements

**June 1st 2025:**

Procurement, permits

**July 28th 2025:**

Mobilize

**August 1st 2025:**

Site layout, break ground, footers and walls, UG electrical, man door installation

**September 2025:**

Framing installation, roof installation, overhead doors installation, flatwork

**October 2025:**

Final electrical installation, painting, substantial completion, final completion

Attachment: Low bid (10686 : Public Works Garage)



# CITY OF ST. JOSEPH BID SHEET

Public Works Storage Building

Tuesday March 25th, 2025 at 3:00 p.m.

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

Contractor's Name	B & E Construction	ZIO/KOWSKI Construction Inc.	TRG Services	Pearson Construction	
City, State	Buchanan, MI	South Bend, IN	Granger, IN	Benton Harbor, MI	
Total Bid:	\$534,200.00	\$573,110.00	\$349,929.11	\$487,200.00	

The above Bid Opening results were recorded by:

*Abby Bishop*

The above Bid Opening results were witnessed by:

*[Signature]*

Attachment: Public Works Storage Building Bid Tab (10686 : Public Works Garage)





# Agenda Item

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

**FROM:** Abby Bishop, City Clerk

**RE:** Update on City Commissioner Election

**MEETING DATE:** April 28, 2025

City Commission Elections are held in November of odd-numbered years. If more than six candidates are running for the City Commission, a Primary Election is held in August, and the six candidates receiving the greatest number of votes in that Primary Election are placed on the ballot for the November General Election.

The deadline to file was at 4 PM on April 22, 2025. By the cut-off time, the Clerk received six eligible filings, which means there will NOT be an August Primary Election this year, and all candidates will be placed on the November ballot. The November General Election will be held on November 4<sup>th</sup>.

Three commission seats are open at each election. The two candidates receiving the greatest number of votes receive four-year terms, and the candidate receiving the third-greatest number of votes receives a two-year term.

Below is the list of candidates who filed:

- Mike Sarola - Lakeshore Drive, St. Joseph, MI  
-Incumbent, first elected November 2021
- Michael Fernandez - Winwood Drive, St. Joseph, MI  
-Incumbent, first elected November 2023
- Lisa Vetne - Bonnie Lane, St. Joseph, MI
- Thomas Dean Jennings - Thayer Drive, St. Joseph, MI
- Kim Jorgensen Gane - Elm Street St. Joseph, MI
- Ryan Katowich - Morton Ave, St. Joseph, MI



# Agenda Item

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

**FROM:** Ben Reynnells, Finance Director

**RE:** FY26 Budget Study Session - Draft Budget

**MEETING DATE:** April 28, 2025

This study session will focus on the draft budget book, what the different components of the book are, and the overall changes to each fund from the current fiscal year's budget. This study session is designed to review each fund and where the fund balance will be at the end of next fiscal year.

## Budget Study Session Discussion Items

### Budget Statistics

- 24 Funds
- 247 Revenue Lines
- 1082 Expenditure Lines

### Personnel

- Non-union increase of 3.0%
- Pension Increased per GRS Valuation
- Health Insurance decrease

### Taxes

- Will change, ordinance requires a budget in April, MCL requires equalization in May

### General Fund (101)

- Revenue
  - Tax revenue that formally went into 204, is now in 101
  - Paid parking revenue is deposited into the GF, before transferring out to 401
- Expense
  - 101-101.000 - City Commission - IT assistance due to new Commissioners
  - 101-172.000 - City Manager - Personnel moved to other departments, addition of labor counsel
  - 101-215.000 - City Clerk - Newsletter, website and calendar moved to other departments
  - 101-253.000 - City Treasurer - BS&A annual maintenance increase, reduction of Munetrix and ClearGov
  - 101-257.000 - City Assessor - Current Assessor transition period (2.5 FTE + Current), new laptops, monitors, docks for City Assessor & Deputy Assessor
  - 101-262.000 - Elections - 2 Elections

- 101-265.000 - Building & Grounds - Sharing time to allow training replacement Facilities Manager, contractual cleaning, utilities increase
- 101-270.000 - Personnel - FY25 budget had personnel overlap
- 101-336.000 - Fire - \$249,400 pension contribution for closed plan
- 101-345.000 - Public Safety - Personnel due to contractual increases
- 101-371.000 - Building Inspection - Third party inspections
- 101-442.000 - Asset Management - GIS Tech personnel increased; software licenses moved to other funds reduced
- 101-447.000- City Engineer - GIS Tech was in here, for FY26 moved to 442
- 101-651.000 - Ambulance - New rates
- 101-728.000 - Economic Development - New personnel and downtown holiday lighting moved here
- 101-740.000 - Communications - New personnel, newsletter, website and website moved here
- 101-756.000 - Recreation Programs - Year-round split of personnel
- 101-890.000 - Extraordinary Items - All expense has been moved to other departments
- Cuts
  - 101-253.000 - City Treasurer - ClearGov \$14,100, Munetrix \$4,600, PY Tax Value Change \$15,000
  - 101-265.000 - Building & Grounds - Contractual Cleaning \$5,000
  - 101-336.000 - Fire - Reserve Staff \$5,000, Fire Hose \$35,000
  - 101-371.000 - Building Inspection - Office Supplies \$1,600, COCM \$500
  - 101-372.000 - Code Enforcement - Contingency for Failed Citation \$10,000
  - 101-442.000 - Asset Management - Replace GPS Unit & Tablet \$21,000
  - 101-447.000- City Engineer - Dell Toughbook \$4,000
  - 101-751.000 - Parks/Recreation - Seasonal Employees \$20,400
  - 101-756.000 - Recreation Programs - America 250 Events \$10,000
- Amended Budget
  - Transfer to 401 \$1,536,800
  - Parking Machines
  - Public Safety Personnel \$438,700

#### Major Street Fund (202)

- Water St Retaining Wall \$575,000
- Anchors Way Drainage \$200,000
- Main St \$369,100
- Cleveland Ave \$515,300
- State Street \$600,000

#### Local Street Fund (203)

- Botham Ave Reconstruction \$980,900
- Midway Ave & St Joseph Drive \$202,500
- Lions Park Drive \$350,000

#### Municipal Street Fund (204)

- Anchors Court Crush & Shape \$550,000
- 
- Band Fund (275)

- Band Paint & Rust Treatment \$50,000
- Band Sound System Improvements \$35,000

## General Debt Service Fund (301)

- CSO 2011 Bond - Done in May 2027
- Transfer In from GF in FY25 & FY26

## Capital Projects Fund (401)

- Projects
  - Body Cameras \$31,200
  - Taser Replacement \$5,200
  - Public Safety New Vehicle Replacement \$35,000
  - Computer Aided Dispatch 2FA \$75,000
  - Benelli Shotguns \$60,000
  - Ballistic Vest Replacement \$50,000
  - Public Works Facility Upgrades \$350,000
  - Zoning Ordinance Codification \$75,000
  - DDA Budget Allocation \$29,000
  - Light Up the Bluff Equipment \$20,000
  - Dickinson Parking \$520,000
  - Dickinson Playground \$125,000
  - Kiwanis Park Improvements \$125,000
  - Riverfront Trail \$10,000
  - Parking Lot Redesign \$75,000
  - Parking Lot 11 \$40,000
  - Ice Arena Boiler Replacement \$135,000
  - City Hall Elevator \$125,000
  - City Hall Carpet PS Side \$60,000
  - Kiwanis Park Skate Equipment \$150,000
  - Parks Sign Replacement \$63,000
  - Five Year Parks & Recreation Master Plan \$30,000
  - Painting Lions Park Shelters \$15,000
  - Commissioner Chambers AV Upgrade \$20,000
  - BS&A Cloud Upgrade \$83,000
  - Brownfield Consulting Contract \$50,000
- Cuts
  - Public Safety New Car Outfitting \$110,000
  - Public Works Facility Upgrades Lowered from \$600,000
  - Parking Lot Redesign Lowered from \$150,000
  - Parking Lot 11 Lowered from \$1,700,000 - Pushed to Next Year

## Sewer Fund (590)

- CSO Storage Project Phase 2 \$800,000
- Water Administration New Allocation of Software and Rate Study
- Botham Ave Reconstruction \$71,800
- Main St \$243,800
- State Street Rehabilitation \$300,000
- Alco Lift Station \$41,400

- North Pier Lift Station \$28,800
- Hawthorne Lift Station \$1,550,000

**Water System Fund (591)**

- Water Tower Paint - City \$380,400
- WTP Roof \$200,000
- Cuts
  - WTP HVAC Improvements \$298,500
  - WTP Roof Lowered from \$766,000

**City Water Fund (592)**

- Botham Ave Reconstruction \$492,600
- Main St \$18,100
- State Street Rehabilitation \$150,000
- Kingsley Water Main \$775,000

**Motor Pool Fund (661)**

- Dump Truck (Multiple Year Expense) \$150,000
- Crack Seal Machine \$80,000
- Excavator \$200,000

**Health Care Fund (690)**

- Spending Down Fund Balance

**ATTACHMENTS:**

- FY26 Budget Book Draft for CC 04-28-25 (PDF)



# CITY OF St. Joseph

Fiscal Year  
2025-2026  
Recommended Budget



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## City of St. Joseph Budget Guidelines

Good stewardship of public funds requires the establishment of standards of fiscal responsibility; the City of St. Joseph follows the following budget guidelines:

- Except for the Capital Improvement funds, all budgets are for one year and lapse at the end of the fiscal year.
- The budget shall be balanced by fund.
- Balanced by fund is defined as revenues plus fund balance must be equal to or greater than expenditures. Fund Balance is normally reserved for approved capital improvements or one-time expenditures.
- The budget will provide for adequate maintenance of capital assets and equipment and for their orderly systematic replacement.
- The City will maintain a budgetary control system to help it adhere to the budget.
- Internal Service Funds shall be self-supporting.
- Enterprise Funds shall be self-supporting, including debt service and reserves for capital improvements.
- Capital Improvement project budgets will be adopted on a project basis at the inception of the project, and are appropriated for the duration of the project.
- Although not required by state law, internal service and enterprise funds will be budgeted for cost control and administrative purposes.
- The City will seek to maintain minimum reserve levels in all major funds. Minimum recommended reserve levels will be determined based on the annual operational cost, cash flow requirements, debt service, and capital improvement reserve needs of each fund.
- Property taxes are the major source of revenues for several operating funds, and as such, these funds require minimum expendable reserves equal to at least three months operating expenses in order to have sufficient cash flow between property tax collection cycles. Funds where the major source of revenue is property taxes include; the General Fund, the Street Improvement Fund, the Rubbish Fund, the Library Fund, the Debt Service Fund and the Band Fund.
- Other Funds with revenue streams that are recurring and/or seasonal, shall maintain reserves recognizing those revenue cycles.

# Explanation of City of St. Joseph Funds

## Governmental Funds

### GENERAL FUND

The **General Fund (101)** is the main operating fund of the City; core governmental services are funded through the General Fund. The primary sources of revenue are local property taxes, state revenue sharing, and fees and charges for services, including administration fees paid by other funds to the General Fund. A large portion of the City expenses are accounted for through the General Fund, which covers a wider range of activities than any other fund.

Revenue – Taxes, Intergovernmental Revenue, Charges for Services, Licensees & Permits  
Expense – City Commission, City Manager, City Clerk & Elections, Finance/City Treasurer, City Assessor, Building & Grounds, City Attorney, Personnel, Public Safety, Building Department, Public Works Admin, City Engineer, Paid Parking – Downtown, Community & Economic Development, & Parks

The **Cemetery Fund (209)** is combined with the general fund on our financials and is used to account for the operations of the Cemetery system.

Revenue – Charges for Services  
Expense – Cemetery Operations

### SPECIAL REVENUE FUNDS

The **Major Street Fund (202)** is used to account for the receipt and expenditure of State motor fuel taxes, which are earmarked by law (Act 51, PA 1951) for Major Street, highways and State Trunk line maintenance contracts.

Revenue – Act 51 & Municipal Street Fund  
Expense – Major Street Construction & Maintenance

The **Local Street Fund (203)** is used to account for the receipt and expenditure of State motor fuel taxes, which are earmarked by law (Act 51, PA 1951) for Local Streets purposes.

Revenue – Act 51, General Fund, Major Street Fund & Municipal Street Fund  
Expense – Local Street Construction & Maintenance

The **Municipal Street Fund (204)** is used to account for committed revenue for the necessary projects and capital improvements to City streets and highways.

Revenue – Transfers In from Tax Revenue  
Expense – Transfers Out to Road Funds

The **Depot Fund (214)** is used to account for the revenues and expenditures collected to maintain and improve the railroad depot.

Revenue – Rent from Amtrak and Silver Beach Pizza  
Expense – MMRMA, Misc Small Projects

The **Rubbish Collection Fund (226)** is used to account for revenue restricted for the purpose of the removal of solid waste including rubbish, recycling, as well as, leaves, brush, sweepings, etc. from streets.

Revenue – Taxes

Expense – Rubbish Collection Operations

The **Law Enforcement Training Fund (264)** is used to account for revenue received in the form of State Grants and are restricted for police training purposes only.

Revenue - Grants

Expense – Training Expense

The **Drug Law Enforcement Fund (265)** is used to account for property seized in the violation of controlled substances statutes. Authorized expenditures include expenses of seizure, forfeiture and sale of property. Remaining funds restricted to enhance law enforcement efforts.

Revenue – Investment Income

Expense – Misc Law Enforcement Expenses

The **Law Enforcement Criminal Forfeiture Fund (266)** is used to account for property seized in the violation of criminal statutes. Authorized expenditures include expenses of seizure, forfeiture and sale of property. Remaining funds are restricted to enhance law enforcement efforts.

Revenue – Investment Income

Expense – Misc Law Enforcement Expenses

The **Band Fund (275)** is used to account for restricted revenue for operating and long-term maintenance the Municipal Band and Municipal Band shell.

Revenue - Taxes

Expense – Band Operations

## DEBT SERVICE FUNDS

The **General Debt Service Fund (301)** is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Revenue - Taxes

Expense – 2011 CSO Bonds

## CAPITAL PROJECT FUNDS

The **Capital Improvement Fund (401)** is used to account for the construction of capital assets not funded by the issuance of debt.

Revenue – Transfer from the General Fund

Expense – Capital Projects

The **State Street Rehabilitation Project Fund (419)** was established in 2019 to hold transfers from the 204, 590 & 592 funds to help fund the State Street project.

Revenue – None

Expense – Transfers Out

The **CSO Separation Project Fund (450)** is used to account for the construction of the CSO projects.

Revenue – Transfers In  
Expense – Project Expenses

The **Lighthouse Capital Improvement Fund (485)** is used to account for all revenue assigned for future maintenance of the St. Joseph Lighthouse.

Revenue – Transfers In from the General Fund  
Expense – Lighthouse Capital Projects

## PERMANENT FUNDS

The **Cemetery Trust Fund (151)** is used to account for money held by the City for perpetual care of the cemeteries. Expendable fund balance contains the amounts placed with the City to be invested. The interest earned on the investments is expendable fund balance and may only be used for the maintenance of the cemeteries.

Revenue – Investment Income  
Expense – Transfers Out to Cemetery Fund

## Proprietary Funds

## ENTERPRISE FUNDS

The **Sewer Fund (590)** is used to account for the activities related to the maintenance of the sanitary system and pays for the treatment of wastewater. The costs (expenses, including depreciation) are financed and recovered primarily through user charges.

Revenue – Charges for Services  
Expense – Sewer Operations

The **Water System Fund (591)** is used to account for activities associated with the general operation of the combined City and Authority water systems, as described in the water service agreement. These activities include water production and treatment; billing and recordkeeping; meter installation, reading, maintenance, and replacement; systemwide distribution maintenance, operations, and repair activities; and activities of certain major transmission facilities; and the administration and management of these activities, including state-mandated water testing. These exclude distribution system construction and replacement activities, which are the responsibility of the owners of the individual distribution systems, including the replacement of lead water services. The costs (expenses, including depreciation) are financed and recovered primarily through system-wide user charges.

Revenue – Charges for Services  
Expense – Water System and Water Plant Operations

The **City Water Fund (592)** is used to account for activities associated with the construction and replacement of elements of the city water distribution system, which is the responsibility of the City under the water service agreement. This includes the installation of new water mains, replacement of existing mains and public services, and replacement of lead water services within the city system. The costs (expenses, including depreciation) are financed and recovered primarily

through user charges levied on city users.

Revenue – Charges for Services

Expense – City Water Operations

## INTERNAL SERVICE FUNDS

The **Motor Pool Fund (661)** is used to account for the provisions of vehicles, vehicle maintenance and materials to other funds and departments.

Revenue – Charges to Other Funds

Expense – Vehicle & Equipment Purchase & Maintenance

The **Self-Insurance Fund (677)** is used to account for revenues from various other funds and provide those funds with unemployment, workers' compensation and other like insurance benefits.

Revenue – Contributions from Employer

Expense – Unemployment & Workers Comp

The **Health Care Fund (690)** is used to account for revenues from various other funds and employees and to account for payment to health care providers on behalf of City employees; including premiums, administration fees and self-funding costs.

Revenue - Contributions from Employees and Employer

Expense – Health Insurance

## Component Units

The **Brownfield Redevelopment Fund (243)** is used to account for the revenues and expenditures of the authority.

Revenue - Act 381 Tax Increment Financing

Expense - Brownfield Redevelopment Authority Fund Operations

The **Downtown Development Authority Fund (248)** is used to account for the revenues and expenditures of the authority.

Revenue - Taxes

Expense – DDA Operations



Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT	DESCRIPTION	2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
101	Property Tax	6,800,426	7,243,400	7,028,698	7,333,000	9,844,60
108	Licenses & Permits	617,362	532,400	340,945	450,800	476,00
110	Federal Revenues	874,023				
137	State Revenues	1,416,725	1,422,800	946,418	1,412,900	1,440,50
157	Charges for Services	2,056,501	2,026,500	1,936,762	2,323,000	3,033,90
161	Fines and Forfeits	168,832	170,700	93,276	127,400	137,00
165	Investment Income	513,191	454,600	320,935	443,700	412,90
169	Other Revenues	99,981	29,000	5,383	7,200	13,00
172	Other Financing Sources	2,351			3,000	3,00
TOTAL ESTIMATED REVENUES		12,549,392	11,879,400	10,672,417	12,101,000	15,360,90
APPROPRIATIONS						
101.000	City Commission	38,136	37,200	24,952	36,100	45,00
172.000	City Manager	447,317	534,800	374,927	476,300	327,50
215.000	City Clerk	150,662	169,700	133,545	178,200	129,90
235.000	Central Purchasing	69,781	79,400	36,631	62,500	79,40
253.000	City Treasurer	375,930	388,100	310,093	412,800	402,90
257.000	City Assessor	116,701	217,500	108,355	189,900	284,70
262.000	Elections	124,632	155,400	114,508	144,900	144,10
265.000	Buildings & Grounds	397,647	465,800	294,146	458,300	530,40
266.000	City Attorney	148,795	175,800	126,618	176,100	180,40
270.000	Personnel	148,218	164,800	142,621	177,700	153,00
336.000	Fire Department	812,679	598,700	482,240	666,900	733,70
345.000	Public Safety Department	4,189,765	4,911,900	3,677,990	5,062,000	5,068,40
371.000	Building Inspection Department	332,515	366,900	261,237	361,300	386,40
372.000	Code Enforcement Department	88,981	135,900	76,603	141,400	111,20
441.000	Public Works Department	251,582	268,300	196,647	267,800	289,10
442.000	Asset Management	92,693	149,600	40,422	135,800	164,30
447.000	City Engineer	325,146	473,000	282,062	380,300	411,10
448.000	Street Lighting	85,284	87,500	64,679	93,500	95,00
466.000	Paid Parking - Downtown		210,000	143,774	357,200	88,50
651.000	Ambulance	58,004	67,600	44,151	66,300	86,60
721.000	Community Development	133,984	149,500	103,983	143,100	156,40
728.000	Economic Development	60,000	102,900	87,719	113,000	176,30
740.000	Communications	87,520	91,500	113,082	135,900	218,90
751.000	Parks/Recreation	947,739	1,069,200	756,585	1,140,000	1,184,20
752.000	Lighthouse Operations	903	11,000	3,458	13,000	11,00
756.000	Recreation Programs	48,070	102,500	25,062	70,900	141,00
757.000	Ice Arena Operations	227,494	281,800	214,435	279,700	283,50
851.000	Insurance Premiums	118,804	131,000	130,976	131,000	144,40
852.000	Employee Benefits	61,800	61,800	46,350	61,800	68,00
890.000	Extraordinary Expenditures	21,552	35,000	5,148		
905.000	Debt Service	131,252	131,400	131,251	131,300	131,60
905.200	Debt Service - Fountain	75,042				
965.000	Transfers Out	1,363,990	1,846,800		1,871,800	3,072,40
TOTAL APPROPRIATIONS		11,532,618	13,672,300	8,554,250	13,936,800	15,299,30
NET OF REVENUES/APPROPRIATIONS - FUND 101		1,016,774	(1,792,900)	2,118,167	(1,835,800)	61,60
BEGINNING FUND BALANCE		3,599,380	4,616,166	4,616,166	4,616,166	2,780,36
ENDING FUND BALANCE		4,616,154	2,823,266	6,734,333	2,780,366	2,841,96

BUDGET REPORT FOR CITY OF ST. JOSEPH  
Fund: 209 Cemetery Fund

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
ESTIMATED REVENUES						
157	Charges for Services	234,879	226,100	206,942	265,900	226,20
165	Investment Income	12,054	10,000	9,667	15,000	15,00
169	Other Revenues	375	200	1,950	1,900	30
190	Transfers In	60,000	60,000		60,000	60,00
TOTAL ESTIMATED REVENUES		307,308	296,300	218,559	342,800	301,50
APPROPRIATIONS						
567.000	Cemetery Operatings	280,755	339,200	212,864	344,200	308,40
TOTAL APPROPRIATIONS		280,755	339,200	212,864	344,200	308,40
NET OF REVENUES/APPROPRIATIONS - FUND 209		26,553	(42,900)	5,695	(1,400)	(6,90
BEGINNING FUND BALANCE		290,506	317,060	317,060	317,060	315,66
ENDING FUND BALANCE		317,059	274,160	322,755	315,660	308,76

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
110	Federal Revenues	8,948				238,50
137	State Revenues	2,662,294	1,031,900	546,153	872,400	1,046,30
165	Investment Income	138,398	95,000	55,809	75,400	61,30
190	Transfers In		3,092,200	1,828,851	2,314,700	1,969,50
TOTAL ESTIMATED REVENUES		2,809,640	4,219,100	2,430,813	3,262,500	3,315,60
APPROPRIATIONS						
445.000	Public Drains	21,934	41,600	30,018	50,100	181,20
449.000	Roads, Streets, Bridges - ACT 51	183,121	419,700	100,445	131,300	409,40
450.000	Trunkline Maintenance	4,880	10,100	2,240	5,300	5,40
474.000	Traffic Services	28,523	29,600	16,908	29,500	32,60
478.000	Winter Maintenance	45,379	55,300	63,739	73,100	94,80
485.000	Administration	7,562	7,800	2,108	8,700	21,80
900.000	General Capital Outlay	2,491,857	3,342,600	649		
901.014	Silver Beach Congestion Mitigator				16,000	
903.191	Water St. Retaining Wall					575,00
903.194	Anchors Way Drainage			105,426	233,800	200,00
903.204	Upton Drive Reconstruction			2,013,152	1,828,900	
903.205	Main St			5,000	61,400	369,10
903.207	Cleveland Ave			49,985	340,000	515,30
904.932	State Street Rehabillitation					600,00
965.000	Transfers Out	165,000	165,000		165,000	165,00
TOTAL APPROPRIATIONS		2,948,256	4,071,700	2,389,670	2,943,100	3,169,60
NET OF REVENUES/APPROPRIATIONS - FUND 202		(138,616)	147,400	41,143	319,400	146,00
BEGINNING FUND BALANCE		2,540,798	2,402,184	2,402,184	2,402,184	2,721,58
ENDING FUND BALANCE		2,402,182	2,549,584	2,443,327	2,721,584	2,867,58

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
110	Federal Revenues	8,948	678,500			654,20
137	State Revenues	284,531	318,600	217,382	295,100	424,20
165	Investment Income	28,717	29,800	15,246	20,400	17,90
169	Other Revenues		500	2,332	2,900	50
190	Transfers In	390,000	627,000		447,000	1,607,10
TOTAL ESTIMATED REVENUES		712,196	1,654,400	234,960	765,400	2,703,90
APPROPRIATIONS						
445.000	Public Drains	29,958	40,600	23,742	38,200	163,80
449.000	Roads, Streets, Bridges - ACT 51	648,674	998,400	419,624	612,700	1,000,10
474.000	Traffic Services	149,325	166,600	115,336	174,400	168,60
478.000	Winter Maintenance	16,486	41,900	55,776	59,300	73,90
485.000	Administration	2,336	1,800	534	600	70
900.000	General Capital Outlay		924,500			
903.160	Botham Avenue Reconstruction	16,673		62,325	57,500	980,90
903.301	Midway Avenue & St Joseph Drive					202,50
903.302	Lions Park Drive					350,00
TOTAL APPROPRIATIONS		863,452	2,173,800	677,337	942,700	2,940,50
NET OF REVENUES/APPROPRIATIONS - FUND 203		(151,256)	(519,400)	(442,377)	(177,300)	(236,60)
BEGINNING FUND BALANCE		924,045	772,790	772,790	772,790	595,49
ENDING FUND BALANCE		772,789	253,390	330,413	595,490	358,89

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)

BUDGET REPORT FOR CITY OF ST. JOSEPH  
Fund: 204 Municipal Street Fund  
Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
101	Property Tax	2,038,518	2,178,200	2,116,342	2,211,200	
137	State Revenues	59,513	141,200	41,628	53,500	
165	Investment Income	350,138	257,300	179,195	241,600	232,80
169	Other Revenues			48,519	48,600	
190	Transfers In					2,279,90
TOTAL ESTIMATED REVENUES		2,448,169	2,576,700	2,385,684	2,554,900	2,512,70
APPROPRIATIONS						
444.000	Sidewalks	148,806	10,000	70,178	87,700	222,70
445.000	Public Drains	49,859	160,000	130,398	176,000	66,00
449.000	Roads, Streets, Bridges - ACT 51	556,233	1,415,100	119,951	147,000	300,00
485.000	Administration	70,077	70,400	69,836	69,900	68,00
903.191	Water St. Retaining Wall		575,000			
903.194	Anchors Way Drainage	37,257	100,000	191	400	40
904.001	Anchors Court Crush & Shape					550,00
965.000	Transfers Out		3,329,200	1,828,851	2,371,700	3,163,00
TOTAL APPROPRIATIONS		862,232	5,659,700	2,219,405	2,852,700	4,370,10
NET OF REVENUES/APPROPRIATIONS - FUND 204		1,585,937	(3,083,000)	166,279	(297,800)	(1,857,40
BEGINNING FUND BALANCE		4,836,301	6,422,237	6,422,237	6,422,237	6,124,43
ENDING FUND BALANCE		6,422,238	3,339,237	6,588,516	6,124,437	4,267,03

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
165	Investment Income	43,397	42,100	57,584	68,400	70,00
TOTAL ESTIMATED REVENUES		43,397	42,100	57,584	68,400	70,00
APPROPRIATIONS						
264.000	Buildings	6,728	13,300	6,964	7,300	13,20
TOTAL APPROPRIATIONS		6,728	13,300	6,964	7,300	13,20
NET OF REVENUES/APPROPRIATIONS - FUND 214		36,669	28,800	50,620	61,100	56,80
BEGINNING FUND BALANCE		250,441	287,110	287,110	287,110	348,21
ENDING FUND BALANCE		287,110	315,910	337,730	348,210	405,01

Draft 04-28-25



BUDGET REPORT FOR CITY OF ST. JOSEPH  
Fund: 226 Rubbish Collection Fund

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
ESTIMATED REVENUES						
101	Property Tax	1,322,486	1,196,400	1,162,601	1,214,700	1,245,10
137	State Revenues	38,613	36,600	18,049	34,800	34,90
157	Charges for Services	4,036	3,200	2,204	3,200	3,20
165	Investment Income	52,609	51,300	43,968	52,500	49,70
TOTAL ESTIMATED REVENUES		1,417,744	1,287,500	1,226,822	1,305,200	1,332,90
APPROPRIATIONS						
521.000	Sanitation/Solid Waste	1,138,828	1,273,500	922,353	1,258,300	1,304,80
TOTAL APPROPRIATIONS		1,138,828	1,273,500	922,353	1,258,300	1,304,80
NET OF REVENUES/APPROPRIATIONS - FUND 226		278,916	14,000	304,469	46,900	28,10
BEGINNING FUND BALANCE		556,905	835,819	835,819	835,819	882,71
ENDING FUND BALANCE		835,821	849,819	1,140,288	882,719	910,81

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
ESTIMATED REVENUES						
165	Investment Income	617	400	545	800	40
137	State Revenues	6,271	1,300	2,985	3,000	3,00
TOTAL ESTIMATED REVENUES		6,888	1,700	3,530	3,800	3,40
APPROPRIATIONS						
301.000	Police Group	1,337	1,000			10,00
TOTAL APPROPRIATIONS		1,337	1,000			10,00
NET OF REVENUES/APPROPRIATIONS - FUND 264		5,551	700	3,530	3,800	(6,60
BEGINNING FUND BALANCE		10,704	16,255	16,255	16,255	20,05
ENDING FUND BALANCE		16,255	16,955	19,785	20,055	13,45

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Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT	DESCRIPTION	2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
165	Investment Income	194	200	143	200	20
TOTAL ESTIMATED REVENUES		194	200	143	200	20
APPROPRIATIONS						
301.000	Police Group		200			20
TOTAL APPROPRIATIONS			200			20
NET OF REVENUES/APPROPRIATIONS - FUND 265		194		143	200	
BEGINNING FUND BALANCE		3,845	4,039	4,039	4,039	4,23
ENDING FUND BALANCE		4,039	4,039	4,182	4,239	4,23

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Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT	DESCRIPTION	2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
165	Investment Income			2	100	10
TOTAL ESTIMATED REVENUES				2	100	10
APPROPRIATIONS						
301.000	Police Group				100	10
TOTAL APPROPRIATIONS					100	10
NET OF REVENUES/APPROPRIATIONS - FUND 266				2		
BEGINNING FUND BALANCE		54	54	54	54	5
ENDING FUND BALANCE		54	54	56	54	5

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Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
ESTIMATED REVENUES						
101	Property Tax	143,540	153,400	149,020	155,600	159,60
137	State Revenues	4,191	4,900	1,959	3,800	3,80
165	Investment Income	19,827	16,000	14,460	19,000	16,90
169	Other Revenues	100				
190	Transfers In	1,690				
TOTAL ESTIMATED REVENUES		169,348	174,300	165,439	178,400	180,30
APPROPRIATIONS						
802.000	Municipal Band	124,969	144,800	115,340	130,200	138,90
901.027	Band Paint & Rust Treatment					50,00
901.028	Band Sound System Improvements					35,00
TOTAL APPROPRIATIONS		124,969	144,800	115,340	130,200	223,90
NET OF REVENUES/APPROPRIATIONS - FUND 275		44,379	29,500	50,099	48,200	(43,60
BEGINNING FUND BALANCE		337,099	381,478	381,478	381,478	429,67
ENDING FUND BALANCE		381,478	410,978	431,577	429,678	386,07

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
ESTIMATED REVENUES						
101	Property Tax	352,446	429,600	417,264	435,800	358,80
137	State Revenues	19,722	23,700	6,979	13,500	6,70
165	Investment Income	19,473	20,400	10,316	10,300	50
190	Transfers In				25,000	50,00
TOTAL ESTIMATED REVENUES		391,641	473,700	434,559	484,600	416,00
APPROPRIATIONS						
485.000	Administration	15,000	15,000	15,000	15,000	7,50
905.000	Debt Service	353,794	361,900	361,869	362,000	369,30
905.100	SRF Debt	223,962	129,700	129,599	129,700	
TOTAL APPROPRIATIONS		592,756	506,600	506,468	506,700	376,80
NET OF REVENUES/APPROPRIATIONS - FUND 301		(201,115)	(32,900)	(71,909)	(22,100)	39,20
BEGINNING FUND BALANCE		262,169	61,055	61,055	61,055	38,95
ENDING FUND BALANCE		61,054	28,155	(10,854)	38,955	78,15

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)



Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT	DESCRIPTION	2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
110	Federal Revenues	3,662				
137	State Revenues	100,000	704,900		345,000	260,00
165	Investment Income	165,678	108,600	217,432		10,00
169	Other Revenues	194,676	100,000	14,348	100,000	
190	Transfers In	1,052,300	1,536,800		1,536,800	432,50
TOTAL ESTIMATED REVENUES		1,516,316	2,450,300	231,780	1,981,800	702,50
APPROPRIATIONS						
265.112	Fiber Optic Upgrade	19,991	15,000	10,861		
265.121	Facilities Maintenance Items	153,148	437,700	61,813	137,100	
265.122	Facilities Carpet Replacement		25,000		22,500	
265.123	Commission Chambers Furniture		12,000	10,009		
265.140	Public Parking Improvements	698,711	75,000	47,185	75,000	
265.150	Facility Card Access		80,000	10,976	80,000	
265.800	CC Audio Visual Equipment	69,164				
345.000	Public Safety Department	105,991	62,900	68,738	68,800	
345.004	Body Cameras	5,098	31,300		31,200	31,20
345.112	Taser Replacement	4,414	5,200		5,200	5,20
345.118	Public Safety - New Vehicle Equipm					35,00
345.119	Computer Added Dispatch 2FA					75,00
345.121	Benelii Shotguns					60,00
345.800	Ballistic Vests Replacement					50,00
441.000	Public Works Department	7,679				
441.100	Public Works Facility Upgrade					350,00
441.200	Public Works Facility Pavement	486,632				
447.100	Asset Management Plan		60,000			
466.000	Paid Parking - Downtown			7,607	33,600	
721.100	Zoning Ordinance Codification					75,00
728.100	Downtown Plan Implementation	123,448	391,000	28,003	391,000	29,00
751.000	Parks/Recreation	74,466	228,000	88,882	201,600	
751.001	Parks Five Year Plan	10,449				
751.002	Milton Park Improvements		50,000	49,950	50,000	
751.003	Lookout Park Parking Lot Repairs	23,129	3,000	2,966	3,000	
751.006	Riverview Park Playground Equipmen	172,137	2,300	2,285	2,300	
751.014	Tiscornia Park Plan	5,505				
751.016	Woodbine	4,789	12,000	12,000	12,000	
751.017	Shoreline Softening Study		200,000	200,000	200,000	
751.120	Fountain Repair & Replacement		45,000	143	45,000	
751.190	Light up the Bluff Equipment		20,000		20,000	20,00
751.270	Dickinson Parking & Playground		645,000	12,675	70,000	520,00
751.271	Dickinson Playground					125,00
751.300	Kiwanis Park Improvements	14,700	150,000			
751.301	Kiwanis Park Improvements - City C					150,00
751.360	Maids of the Mist Rehabilitation	134,132	5,000			
751.540	Howard Path Bridge Rehabilitation	44,674				
751.590	Riverfront Trail		10,000	30	100	10,00
751.591	WCF Restroom Facility	28,590	800,000	432,561	800,000	
900.000	General Capital Outlay	9,800				
901.015	Parking Lot Design					75,00
901.016	Parking Lot 11					40,00
901.017	Ice Arena Boiler Replacement					135,00
901.018	City Hall Elevator					125,000

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)

BUDGET REPORT FOR CITY OF ST. JOSEPH  
Fund: 401 Capital Projects Fund  
Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
APPROPRIATIONS						
901.020	City Hall Carpet (PS side)					60,00
901.021	Kiwanis Park Skate Equipment					150,00
901.022	Parks Sign Replacement (14 signs)					63,00
901.023	5 Year Parks and Recreation Master					30,00
901.024	Painting Lions Park Shelters					15,00
901.025	Commissioner Chambers AV Upgrade					20,00
901.026	BS&A Cloud Upgrade					83,00
901.029	Brownfield Consulting Contract					50,00
TOTAL APPROPRIATIONS		2,196,647	3,365,400	1,046,684	2,248,400	2,381,40
NET OF REVENUES/APPROPRIATIONS - FUND 401		(680,331)	(915,100)	(814,904)	(266,600)	(1,678,90
BEGINNING FUND BALANCE		3,622,580	2,942,251	2,942,251	2,942,251	2,675,65
ENDING FUND BALANCE		2,942,249	2,027,151	2,127,347	2,675,651	996,75

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Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
APPROPRIATIONS						
965.000	Transfers Out					63,00
TOTAL APPROPRIATIONS						63,00
NET OF REVENUES/APPROPRIATIONS - FUND 419						(63,00
BEGINNING FUND BALANCE		63,000	63,000	63,000	63,000	63,00
ENDING FUND BALANCE		63,000	63,000	63,000	63,000	

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Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
165	Investment Income	12,325	12,000	7,221	9,400	8,00
169	Other Revenues	80	100	500	500	50
190	Transfers In	25,000	25,000		25,000	25,00
TOTAL ESTIMATED REVENUES		37,405	37,100	7,721	34,900	33,50
APPROPRIATIONS						
265.000	Buildings & Grounds	34,050			15,000	15,00
TOTAL APPROPRIATIONS		34,050			15,000	15,00
NET OF REVENUES/APPROPRIATIONS - FUND 485		3,355	37,100	7,721	19,900	18,50
BEGINNING FUND BALANCE		215,093	218,448	218,448	218,448	238,34
ENDING FUND BALANCE		218,448	255,548	226,169	238,348	256,84

BUDGET REPORT FOR CITY OF ST. JOSEPH  
Fund: 151 Cemetery Trust Fund  
Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
ESTIMATED REVENUES						
165	Investment Income	7,231	6,600	4,815	6,400	5,70
TOTAL ESTIMATED REVENUES		7,231	6,600	4,815	6,400	5,70
NET OF REVENUES/APPROPRIATIONS - FUND 151		7,231	6,600	4,815	6,400	5,70
BEGINNING FUND BALANCE		124,833	132,064	132,064	132,064	138,46
ENDING FUND BALANCE		132,064	138,664	136,879	138,464	144,16

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BUDGET REPORT FOR CITY OF ST. JOSEPH  
 Fund: 590 Sewer Fund

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT	DESCRIPTION	2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
<b>ESTIMATED REVENUES</b>						
110	Federal Revenues	333,333	40,300	40,326	40,400	
157	Charges for Services	2,712,440	2,738,900	2,111,980	2,804,800	3,122,20
161	Fines and Forfeits	105,890	104,600	80,249	106,600	120,50
165	Investment Income	303,569	285,800	219,988	302,300	294,00
169	Other Revenues	17,589	40,600	40,605	2,000	2,00
172	Other Financing Sources		8,210,000		5,219,600	1,400,00
190	Transfers In					18,90
<b>TOTAL ESTIMATED REVENUES</b>		<b>3,472,821</b>	<b>11,420,200</b>	<b>2,493,148</b>	<b>8,475,700</b>	<b>4,957,60</b>
<b>APPROPRIATIONS</b>						
527.000	Sewer System	1,882,262	1,687,400	1,248,224	1,785,400	2,000,20
527.100	Sewer Rehabilitation Project CIPP		300,000		300,000	
527.200	Sewer Clean and Televis Project	55,541	7,900	7,822	7,900	65,00
527.300	CSO Monitoring and Compliance			6,000	12,500	17,00
527.500	CSO storage project	69,629	5,845,400	3,794,114	5,819,600	
527.501	CSO Storage Project Phase 2		50,000		50,000	800,00
540.000	Water Administration				5,400	18,80
900.000	General Capital Outlay	39,405				
903.160	Botham Avenue Reconstruction		74,800		3,300	71,80
903.204	Upton Drive Reconstruction		1,906,400	1,650,557	1,906,400	
903.205	Main St		40,600		40,600	243,80
903.207	Cleveland Ave		75,000			
904.932	State Street Rehabillitation					300,00
904.940	ALCO Lift Station Renovation					41,40
904.941	North Pier Lift Station Replacemer					28,80
904.942	Hawthorne Lift Station Rehab	61,644	53,300	46,458	53,600	1,550,00
905.000	Debt Service	201,373	570,700	570,177	571,000	1,006,50
<b>TOTAL APPROPRIATIONS</b>		<b>2,309,854</b>	<b>10,611,500</b>	<b>7,323,352</b>	<b>10,555,700</b>	<b>6,143,30</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 590</b>		<b>1,162,967</b>	<b>808,700</b>	<b>(4,830,204)</b>	<b>(2,080,000)</b>	<b>(1,185,70</b>
BEGINNING FUND BALANCE		20,276,933	21,439,899	21,439,899	21,439,899	19,359,89
ENDING FUND BALANCE		21,439,900	22,248,599	16,609,695	19,359,899	18,174,19

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
110	Federal Revenues	2,421,732				
137	State Revenues		1,200,000			
157	Charges for Services	7,183,346	7,246,200	5,685,026	7,394,900	7,765,30
161	Fines and Forfeits	127,883	120,500	99,896	122,800	129,00
165	Investment Income	447,469	373,500	343,585	402,700	313,00
169	Other Revenues	11,547	5,108,700	5,292	2,397,400	5,60
TOTAL ESTIMATED REVENUES		10,191,977	14,048,900	6,133,799	10,317,800	8,212,90
APPROPRIATIONS						
530.000	Water Treatment Plant	2,681,768	2,483,900	1,591,609	2,301,300	2,524,50
536.000	Water Distribution System	1,709,364	1,779,100	1,150,690	1,626,700	1,700,60
540.000	Water Administration	1,161,851	1,243,000	1,173,206	1,239,900	1,371,40
900.000	General Capital Outlay	714,950	8,772,300	5,459,173	10,060,700	
900.001	Water Tower - Paint - City					380,40
900.003	WTP Roof					200,00
905.000	Debt Service	365,619	1,690,300	1,491,427	1,491,500	1,904,40
TOTAL APPROPRIATIONS		6,633,552	15,968,600	10,866,105	16,720,100	8,081,30
NET OF REVENUES/APPROPRIATIONS - FUND 591		3,558,425	(1,919,700)	(4,732,306)	(6,402,300)	131,60
BEGINNING FUND BALANCE		19,195,926	22,754,353	22,754,353	22,754,353	16,352,05
ENDING FUND BALANCE		22,754,351	20,834,653	18,022,047	16,352,053	16,483,65

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)



Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
ESTIMATED REVENUES						
110	Federal Revenues	840,768				
137	State Revenues	57,550	135,000	101,969	34,500	
157	Charges for Services	1,194,538	1,256,300	941,954	1,258,000	1,345,90
165	Investment Income	137,409	141,300	125,668	174,800	163,50
169	Other Revenues		2,504,000		830,100	2,305,00
190	Transfers In					20,50
TOTAL ESTIMATED REVENUES		2,230,265	4,036,600	1,169,591	2,297,400	3,834,90
APPROPRIATIONS						
536.000	Water Distribution System	2,542,003	1,039,700	733,356	954,000	2,026,30
540.000	Water Administration				6,900	18,80
903.160	Botham Avenue Reconstruction		513,700		22,700	492,60
903.204	Upton Drive Reconstruction		1,017,000	909,101	1,017,000	
903.205	Main St		10,000		3,000	18,10
904.932	State Street Rehabillitation					150,00
904.935	Kingsley Water Main					775,00
905.000	Debt Service	155,763	541,400	541,278	542,500	704,60
TOTAL APPROPRIATIONS		2,697,766	3,121,800	2,183,735	2,546,100	4,185,40
NET OF REVENUES/APPROPRIATIONS - FUND 592		(467,501)	914,800	(1,014,144)	(248,700)	(350,50
BEGINNING FUND BALANCE		8,390,050	7,922,550	7,922,550	7,922,550	7,673,85
ENDING FUND BALANCE		7,922,549	8,837,350	6,908,406	7,673,850	7,323,35

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Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
165	Investment Income	1,130,087	1,062,700	964,850	1,236,600	1,275,80
169	Other Revenues	115,068	117,500	60,194	83,000	85,00
TOTAL ESTIMATED REVENUES		1,245,155	1,180,200	1,025,044	1,319,600	1,360,80
APPROPRIATIONS						
000.000			39,400	90		
345.000	Public Safety Department	38,321	191,200	203,100	212,300	19,30
345.122	One Patrol & One Dective					125,00
441.000	Public Works Department	1,176,478	1,687,700	1,244,800	1,393,700	786,50
441.511	Dump Truck				228,000	150,00
441.512	Crack Seal Machine					80,00
441.513	Excavator					200,00
TOTAL APPROPRIATIONS		1,214,799	1,918,300	1,447,990	1,834,000	1,360,80
NET OF REVENUES/APPROPRIATIONS - FUND 661		30,356	(738,100)	(422,946)	(514,400)	
BEGINNING FUND BALANCE		2,517,845	2,548,201	2,548,201	2,548,201	2,033,80
ENDING FUND BALANCE		2,548,201	1,810,101	2,125,255	2,033,801	2,033,80

Attachment: FY26 Budget Book Draft for CC 04-28-25 (10703 : FY26 Budget Study Session - Draft Budget)

BUDGET REPORT FOR CITY OF ST. JOSEPH  
Fund: 677 Self-Insurance Fund  
Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
165	Investment Income	45,592	31,200	25,048	35,400	30,90
169	Other Revenues	285,481	280,000	221,034	286,300	72,70
TOTAL ESTIMATED REVENUES		331,073	311,200	246,082	321,700	103,60
APPROPRIATIONS						
851.000	Insurance Premiums	3,948	4,500	2,717	3,900	4,00
857.000	Unemployment				6,000	6,00
871.000	Worker's Compensation	106,126	133,600	141,111	147,700	156,50
TOTAL APPROPRIATIONS		110,074	138,100	143,828	157,600	166,50
NET OF REVENUES/APPROPRIATIONS - FUND 677		220,999	173,100	102,254	164,100	(62,90
BEGINNING FUND BALANCE		973,807	1,194,806	1,194,806	1,194,806	1,358,90
ENDING FUND BALANCE		1,194,806	1,367,906	1,297,060	1,358,906	1,296,00

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
ESTIMATED REVENUES						
165	Investment Income	20,034	12,600	43,133	54,100	50,20
169	Other Revenues	1,852,009	1,837,300	1,382,846	1,829,700	1,781,10
TOTAL ESTIMATED REVENUES		1,872,043	1,849,900	1,425,979	1,883,800	1,831,30
APPROPRIATIONS						
851.000	Insurance Premiums	1,822,096	1,880,500	1,334,438	2,122,300	2,286,30
TOTAL APPROPRIATIONS		1,822,096	1,880,500	1,334,438	2,122,300	2,286,30
NET OF REVENUES/APPROPRIATIONS - FUND 690		49,947	(30,600)	91,541	(238,500)	(455,00
BEGINNING FUND BALANCE		1,580,349	1,630,296	1,630,296	1,630,296	1,391,79
ENDING FUND BALANCE		1,630,296	1,599,696	1,721,837	1,391,796	936,79

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
DESCRIPTION						
ESTIMATED REVENUES						
165	Investment Income	166	100	2,859	3,800	1,80
TOTAL ESTIMATED REVENUES		166	100	2,859	3,800	1,80
NET OF REVENUES/APPROPRIATIONS - FUND 243		166	100	2,859	3,800	1,80
BEGINNING FUND BALANCE		81,903	82,068	82,068	82,068	85,86
ENDING FUND BALANCE		82,069	82,168	84,927	85,868	87,66

Draft 04-28-25

Calculations as of 03/31/2025

BUDGET CLASSIFICATION AND DEPARTMENT		2023-24 ACTIVITY	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 03/31/25	2024-25 PROJECTED ACTIVITY	2025- REQUEST BUDG
ESTIMATED REVENUES						
101	Property Tax	59,577	63,200	58,460	63,200	65,30
165	Investment Income	4,220	4,000	3,067	4,200	3,80
169	Other Revenues	4,000				
TOTAL ESTIMATED REVENUES		67,797	67,200	61,527	67,400	69,10
APPROPRIATIONS						
730.000	Downtown Development	81,394	69,600	45,270	68,800	67,90
TOTAL APPROPRIATIONS		81,394	69,600	45,270	68,800	67,90
NET OF REVENUES/APPROPRIATIONS - FUND 248		(13,597)	(2,400)	16,257	(1,400)	1,20
BEGINNING FUND BALANCE		78,312	64,715	64,715	64,715	63,31
ENDING FUND BALANCE		64,715	62,315	80,972	63,315	64,51



# Agenda Item

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

**FROM:** Laurie Schmidt, City Attorney

**RE:** Request for Closed Session- City Manager Evaluation

**MEETING DATE:** April 28, 2025

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The Mayor requests that the City Commission conduct an evaluation of the City Manager's work performance as provided in the City Manager's contract and as a follow-up to her January 13, 2025, 90-day evaluation. City Manager Hackworth submitted a written request to enter into a closed session for the evaluation in accordance with MCL 15.268(a).

*Action Requested:* Motion to enter into a closed session to consider the personnel evaluation of City Manager Emily Hackworth at Manager Hackworth's written request in accordance with MCL 15.268(a).





# Agenda Item

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

**FROM:** Laurie Schmidt, City Attorney

**RE:** Return to Open Session

**MEETING DATE:** April 28, 2025

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After 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:* Motion to return to open session.