



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

AGENDA
June 9, 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

Order of Business

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

Announcements

4. Proclamation - Men's Health Month
5. Downtown Parking Program Update

Consent Agenda

6. Regular Meeting Minutes of Wednesday, May 28, 2025
7. Special Meeting Minutes of Thursday, June 05, 2025
8. Invoice and Tax Disbursements
9. Resolution - Authorizing Administration Fee - Property Taxes
10. Resolution - Authorizing Bank Depositories and Signatories
11. New Board Appointment
12. Addendum to License Agreement
13. Special Event Application - SJRYC Tri-State Regatta
14. St. Joseph Housing Commission Monthly Update

Old Business

15. Zoning Ordinance Amendment - Sections 18.2.6, 16.2.7.C - Table 18-1 Parking Standards = City of St. Joseph - Second and Final Reading

New Business

- 16. Special Event Application - Berrien County Sheriff's Office Peer Support 5K
- 17. BS&A Cloud Upgrade Agreement

Reports

- 18. FEMA - Berrien County August 30, 2024 Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) - 90 Day Appeal Process starting June 6, 2025

City Comments

- 19. City Manager Comments
- 20. City Commission Comments

Closed Session

- 21. Request for Closed Session
- 22. Return to Open Session

Adjournment



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Brook Thomas, Mayor

RE: Proclamation - Men's Health Month

MEETING DATE: June 9, 2025

James Gunter, Co-Founder and Executive Director of the Present Pillars Foundation, has asked that the Commission support his proclamation making June Men's Health Month. He would like to say a few words on the importance of men's health and why our community needs to promote this important topic.

Action Requested: Motion to adopt the following proclamation declaring June 2025 to be Men's Health Month and the week preceding Father's Day as Dad Week in the City of St. Joseph.

ATTACHMENTS:

- Men's Health Month Proclamation (PDF)

PROCLAMATION

RECOGNIZING JUNE AS MEN'S HEALTH MONTH & THE WEEK PRECEDING FATHER'S DAY AS DAD WEEK

WHEREAS, men's health is a critical public health issue, with research showing that men are at a higher risk for heart disease, hypertension, diabetes, and other chronic conditions; and

WHEREAS, in Benton Harbor and Benton Charter Township, data reflects **significant health disparities** among men, particularly among Black men, including **higher rates of obesity, cardiovascular disease, and preventable health conditions** due to **barriers to healthcare access, economic challenges, and lack of preventative screenings**; and

WHEREAS, according to **Corewell Health**, there is a **19-year mortality gap** between White men in Saint Joseph and Black men in Benton Harbor, underscoring the urgent need for targeted health interventions, early detection, and preventative care to address these disparities; and

WHEREAS, studies show that men are less likely than women to seek regular medical care, leading to later-stage diagnoses and lower survival rates for many health conditions; and

WHEREAS, initiatives that promote physical activity, nutrition education, mental well-being, and preventative healthcare can significantly **reduce health disparities and improve overall quality of life** for men in our community; and

WHEREAS, Present Pillars Foundation, in collaboration with **Renaissance Athletic Club, Corewell Health Center for Wellness, InterCare, United Federal Credit Union, and Beautiful Bodies Health & Fitness Training, LLC.** is spearheading the **Men's Health Month Challenge**, a comprehensive program that encourages men to take charge of their health through fitness, nutrition, and wellness education; and

WHEREAS, the **Men's Health Month Challenge** will host a **month-long competition** to support men in their journey to better health, including access to **free health screenings, wellness resources, and community support**; and

WHEREAS, Present Pillars Foundation is also establishing the week preceding **Father's Day as "Dad Week,"** a time dedicated to celebrating fatherhood while emphasizing the importance of men's health, resilience, and well-being; and

WHEREAS, this proclamation recognizes the commitment of **local organizations and healthcare providers** in fostering a **healthier future for men in the City of Benton Harbor, Benton Charter Township, and the City of Saint Joseph** through advocacy, education, and support services;

NOW, THEREFORE, BE IT RESOLVED, that the **City of Benton Harbor, Benton Charter Township, and the City of Saint Joseph** hereby declare in solidarity- **June as Men's Health Month** and the **week preceding Father's Day as Dad Week**, encouraging all residents, businesses, and community leaders to support efforts that promote **men's health, early detection, and healthy lifestyles**; and

BE IT FURTHER RESOLVED, that this proclamation urges **all men** in our community to take proactive steps toward improving their health and well-being, while recognizing the vital role of **our community partners** in making **Men's Health Month and Dad Week a success**.

Signed this ____ day of _____, 2025

Mayor Brook Thomas _____
 Commissioner Binkley _____
 Commissioner Sarola _____
 Commissioner Ulrey _____
 Commissioner Fernandez _____



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Emily Hackworth, City Manager

RE: Downtown Parking Program Update

MEETING DATE: June 9, 2025

The Parking Subgroup will give an update on the implementation of recently approved changes to the Downtown Parking Program.

Minutes of the St. Joseph City Commission Meeting held Commission Chambers, 700 Broad Street, St Joseph, MI 49085 on May 28, 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

1. Introduction of New Staff

City Finance Director Ben Reynnells introduced two new City staff members, Jill Monschein and Jacob Sutton. Monschein is the new Water Clerk, while Sutton serves as the new City Assessor.

Order of Business

2. Pledge of Allegiance
3. Approval of Agenda

MOTION: To approve the Agenda as presented.

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

4. Designate May as Amyotrophic Lateral Sclerosis Awareness Month

Commissioner Fernandez presented a Proclamation to designate May 2025 as Amyotrophic Lateral Sclerosis (ALS) Awareness Month.

MOTION: To proclaim May as Amyotrophic Lateral Sclerosis Awareness Month in the City of St Joseph.

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

5. Public Comment

Tim Johnson, Forres Ave, spoke against giving City employees 6 weeks of paid parental leave. He read from the employee handbook and believes the current benefits offered should cover leave for having a baby or adoption.

Kim Jorgensen Gane, a City resident, gave her support for paid parental leave and the downtown paid parking. She compared St Joseph to other recently visited cities and stated that she wants St. Joseph to be a city where people of all backgrounds can afford to live.

Jerry Festigi, Lions Park Drive, stated that there was no speed limit posted and expressed

concerns about cars speeding. He also wanted to know what the policy is for bicycles and skateboards, as he said they go all over the sidewalks and the road.

Neil Vernasco, Bernice Avenue, requested that the City Commission and the St. Joseph Public Schools collaborate to find a better way for parents to drop off and pick up their children from Lincoln Elementary. He expressed concerns about the backup traffic on Langley Ave.

Steve Spielman, Lions Park Drive, expressed his dissatisfaction with the City's street sweeper, noting that it has not been out all year. He mentioned that the tree limbs were also problematic and that his neighbor is picking up trash.

Cindy Haigler, a City resident, stated that the set of stairs near the Whitcomb have been broken for a long time and said there is no maintenance to the fallen leaves and debris around it.

Consent Agenda

MOTION: To approve the Consent Agenda as presented.

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

6. Regular Meeting Minutes of Monday, May 12, 2025
Approved the minutes of May 12, 2025, as presented.
7. Invoice and Tax Disbursements
Approved the invoice and tax disbursements as presented.
8. 2027 Main Street Reconstruction Project - Revised TAP Grant Resolution

RESOLUTION 2025-RES-10
2027 MAIN STREET RECONSTRUCTION PROJECT - REVISED TAP GRANT RESOLUTION

CITY OF ST JOSEPH TRANSPORTATION ALTERNATIVES PROGRAM RESOLUTION

WHEREAS, the City of St Joseph, an eligible Public Act 51 Agency, is applying for funds through MDOT from the Transportation Alternatives Program to construct pedestrian safety and streetscaping improvements in conjunction with water main and sanitary sewer utility improvements along M-63/BL-94 from Central Avenue to the Blossomland Bridge and I-94 BL (Ship Street and Port Street) to the Bicentennial Bridge, called the BL 94/M-63 Streetscape Improvements project; and

WHEREAS, the Streetscapes Improvement project will be implemented by MDOT on behalf of the City and constructed as part of MDOT's JN 213168 I-94 BL & M-63 Reconstruction Project; and

WHEREAS, MDOT requires a formal resolution of support from the public agency that will be applying for the Transportation Alternatives Program funds; and

WHEREAS, the City of St. Joseph is in support of this project; and

WHEREAS, the total streetscape and utility improvement project construction cost is estimated to be \$8,695,900 with eligible TAP project construction cost estimated at **\$4,892,400**; the City of St. Joseph is requesting **80% (\$3,913,900)** of the eligible project costs from the Transportation Alternatives Program and matching **20% (\$978,500)** from local funds; and

WHEREAS, the City of St. Joseph commits to being responsible for its share of engineering, permits, administration, potential cost overruns and non-participating costs in the MDOT project; and

WHEREAS, the City commits to owning/operating the constructed facility and funding a maintenance program in perpetuity or causing operations and maintenance to occur;

NOW, THEREFORE, BE IT RESOLVED THAT, the City of St. Joseph has authorized the City Manager, Emily Hackworth, to act as agent on behalf of the City to request Transportation Alternatives Program funding, to act as the applicant's agent during project development and to sign a project agreement upon receipt of a funding award.

Adopted this 28th day of May, 2025.

BY:

Emily W.N. Hackworth, City Manager

ATTEST:

Abby Bishop, City Clerk

Approved the revised Resolution to resubmit the Transportation Alternatives Program (TAP) Grant application to fund a portion of the pedestrian and streetscape improvements planned as part of the 2027 MDOT Main Street I-94 & M-63 Reconstruction Project and authorized the City Manager and City Clerk to sign the agreement on behalf of the City.

Old Business

9. Resolution - 2025 Appropriations Ordinance - Second Reading

RESOLUTION 2025-RES-11
RESOLUTION - 2025 APPROPRIATIONS ORDINANCE - SECOND READING

**A RESOLUTION
ADOPTING THE 2025 APPROPRIATIONS ORDINANCE
CITY OF ST. JOSEPH, MICHIGAN**

WHEREAS, pursuant to and in accordance with Chapter 9 of the City Charter, the City Commission shall adopt an annual Appropriations Ordinance which shall be based on the budget submitted by the City Manager and approved by the City Commission, and

WHEREAS, the City Commission shall, by ordinance, levy such taxes for that year as may be necessary to meet the appropriations and all sums required by law to be raised on account of city debt, and

WHEREAS, notice of a public hearing on the proposed tax rate was published in the May 6, 2025, edition of the Herald Palladium newspaper, and

WHEREAS, a public hearing on the proposed tax rate was held on May 12, 2025, and

WHEREAS, 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, proposed utility rates for the 2025-2026 Fiscal Year have been established based upon the findings of rate studies conducted as part of the budget process, and

WHEREAS, the Water Services Joint Operating Board has approved the recommended water rates for the 2025-2026 Fiscal Year at a regular meeting in February, and

WHEREAS, the recommended rates were used in developing revenue projections included in the 2025-2026 Fiscal Year Budget, and

WHEREAS, the 2025 Appropriations Ordinance provides for the various funds to end the year with adequate cash balances and positive fund balances:

NOW, THEREFORE, BE IT RESOLVED, that the 2025 Appropriations Ordinance is hereby given its second reading.

MOTION: To approve the following Resolution setting the 2025 millage rates to be levied on real and personal property within the City of St. Joseph; giving a second reading to the Appropriations Ordinance, as presented.

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

10. Articles of Incorporation Medic 1

MOTION: To approve the amendment and authorizing adoption of the new articles of incorporation of community emergency services (Medic 1).

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

11. Paddler Park

Director of Public Works Greg Grothous presented the Paddler Park Master Plan and site plan. Grothous explained that public engagement and plan development began in December 2022, leading to several draft conceptual plans developed with input from the Parks Board, staff, and the public. On January 11, 2024, the Parks Board made a motion to recommend that the City Commission adopt the Paddler Park Master Plan as presented.

Grothous explained that after the January 11 meeting, staff became aware of very early development concepts for nearby private property. Harbor Shores owns the adjacent property, known as Parcel 2, and plans to begin developing it in the coming year. The Parks and Recreation Board has been collaborating with Chris Cook, Managing Director of Harbor Shores Development, and his team on a revised plan for Paddler Park. As part of that development, they would like to partner with the City in a coordinated effort to develop the park.

Chris Cook presented a plan for Paddler Park that included the amenities that were in the plan that was adopted by the Parks Board on January 11, 2024. With the addition of a restroom/storage building in-place of a porta-john, additional docks for boats, and increased parking space utilizing the Upton Dr. right of way. Harbor Shores has offered to fund the development of the park. The City plans to apply for a grant through the Michigan Department of Natural Resources (DNR) and Harbor Shores will serve as the match for the project. The plan for Paddler Park is otherwise currently unfunded.

After several revisions, the Parks and Recreation Advisory Board voted to recommend the City Commission adopt the Paddler Park Master Plan as presented at their May 8, 2025 meeting, recommend the City Commission enter into an agreement with Harbor Shores Development for the development of Paddler Park, and request that the agreement will protect public access to the park and all the future amenities developed on the site.

MOTION: To adopt the Paddler Park master plan as presented and provide staff with direction to prepare a grant application and develop an agreement with Harbor Shores Development for the development of Paddler Park that will protect public access to the park and all the future amenities developed in the park.

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

12. Corrosion Control Study Contract Extension-Amendment 2

MOTION: To approve the Corrosion Control Contract Amendment 2 to the 2022 agreement from Cornwell Engineering of Newport News, VA in the amount of \$26,720.00 for extended study through October 2025 for the purpose of evaluating the effectiveness of corrosion control which will increase the contract fee from \$212,460 to \$239,180.00. Funds are available in the 2025/2026 Water Fund Budget.

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

13. Downtown Parking Program Update

Mayor Thomas provided an update on the Paid Parking Program that went into effect in downtown on May 15th. Thomas stated that they have been learning and have made some changes, which included adding more 30-minute parking spaces, keeping on-street parking on Broad, Church, and Ship Street free all day, improving signage, stopping enforcement until the signage was clearer, and refunding tickets issued until the signage was clearer. Thomas also stated that they increased the ambassador's presence downtown and added a 'pay early' option.

Thomas explained that the Parking Subgroup meeting recommended changes to include that, going forward, Paid Parking will not start until the Friday before Memorial Day, and more time options will be available on the kiosks. Thomas explained that the goal of the parking program was to decrease congestion and increase turnover on the West Side of Main Street and incentivize more people to move to the East Side. She stated the program has succeeded in doing so and

added that they will continue to take in feedback and make tweaks as the program moves forward.

Commissioner Fernandez emphasized the need for improvements and repairs to roads, as well as new developments in the downtown. He stated that investing in enhancements is essential and expressed the importance of simplifying the City's rules. Fernandez explained that a comprehensive reform of the City's ordinances is necessary to provide businesses with the flexibility to grow and to attract more homeowners, which would help address the declining population. He stated that while paid parking does not create housing or fund all of the infrastructure needs, it does reinvest in the downtown area, and with continued investment and growth, it leads to a healthy city. Fernandez reiterated the willingness to make adjustments to the paid parking as needed. He acknowledged the frustrations he had heard and addressed downtown employees and residents. Fernandez proposed rotating two new commissioners into the Parking Subgroup and adding a resident representative to the group.

Commissioner Binkley agreed to step down from the Parking Subgroup. She stated she has spent the last year in the group and is willing to let somebody else take her spot.

Commissioner Ulrey said she believed there was value in having the Mayor's voice in the subgroup, and it made sense for her to remain in the group. She stated that in the event that the Mayor could not attend a meeting, she would be happy to fill in.

The Commission concurred that Commissioner Binkley would step aside and Commissioner Fernandez would replace her in the Parking Subgroup, with Commissioner Ulrey as a backup.

Commissioner Sarola expressed that he has sensed from business owners that they do not feel the current group on the Downtown Development Authority (DDA) reflects the opinions of the broader business community. He proposed expanding the size of the DDA from 9 to 11 members and requested that the DDA consider this proposal to incorporate more voices into the group. City Attorney Laurie Schmidt stated the DDA can have up to 12 members, it is a City Commission appointment, and it is a statutory requirement that they have an interest in the downtown. City Manager Emily Hackworth explained that their bylaws would have to be amended to provide for 12 members.

Commissioner Binkley stated that the current DDA has done their best, and she agreed that adding some new voices would be appreciated.

Commissioner Ulrey asked about the Parking Subgroup bylaws and structure. Hackworth stated that there are no bylaws in place. The subgroup was formed in March 2022 at a Special Meeting of the DDA and the City Commission, comprising 2 City Commission members and 3 to 4 DDA members. She explained that if the size of the DDA grew, so could the subgroup.

Commissioner Ulrey requested that the Parking Subgroup provide feedback and real numbers regarding what a residential parking pass would entail, asking that it be a top priority to allow for a discussion between the Commissioners to occur.

Significant public comment was received, with 28 members of the public addressing the Paid Parking Program. A few speakers supported paid parking, but many believe that more should be done for residents and employees working downtown. Concerns were raised that paid parking is unfriendly and has discouraged people from coming downtown; the program and signage are confusing; the technology is difficult to use; and the program has created division and was implemented unfairly between the east and west sides of Main Street. Several speakers voiced concern about the lack of free parking for the library, those performing at or attending the

Municipal Band Concerts, and for visitors near Whitcomb. Some expressed concerns specifically for elderly residents, who may struggle with the cost, technology, and mobility, and may be unable to safely cross Main Street. A few speakers supported the idea of building a parking garage and eliminating the current program, and several urged the Commission to admit that the paid parking program was a failure

Nine business owners and several downtown employees reported significant declines in business, which they attributed to the paid parking program, and stated that employees are receiving fewer hours since parking was implemented. Several also urged the Commission to find a solution that does not alienate or eliminate customers, and to bag the meters until a solution is found. Some business owners have stated they had to let workers go and spoke fearfully of the state of their business this season, that has seen large decreases in sales that are unsustainable.

New Business

14. Zoning Ordinance Amendment - Sections 18.2.6, 18.2.7.C - Table 18-1 Parking Standards - City of St. Joseph - Second and Final Reading

ORDINANCE 2025-ORD-6
ZONING ORDINANCE AMENDMENT - SECTIONS 18.2.6, 18.2.7.C - TABLE 18-1 PARKING STANDARDS -
CITY OF ST. JOSEPH - SECOND AND FINAL READING

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

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

1. Article XVIII. “Off Street Parking and Loading” Sec. 18.2.6 “Measurements and Calculations” is amended to read as follows:

18.2.6. Definitions, *Measurements*, and *Calculations*.

A. *Employees*. Requirements for parking stated in terms of employees shall be based upon the maximum number of employees likely to be on the premises during the largest shift.

B. *Fractional Space*. When a calculation determining the number of required parking spaces results in a fractional space, any fraction to and including one-half shall be disregarded and fractions over one-half shall require one parking space.

C. *Goods*:

i. *Durable Goods*: those goods that are typically more expensive due to their longevity. Examples include appliances, furniture and vehicles.

ii. *Nondurable Goods*: those goods that are “consumed” or used up, in a shorter time period. Examples of nondurable goods include clothing, food, household items, paper products, clothing, and light bulbs.

D. *Seating Capacity*. When benches or other similar seating is used, each 24 inches of that seating shall be counted as one seat, unless Table 18-1 specifies otherwise.

E. *Square feet.* the total area of a building measured by taking the outside dimensions of the building at each floor intended for occupancy, without deductions, except for area devoted for enclosed off-street parking or loading facilities which includes maneuvering space and drive aisles. In the case where an interior building wall separates two users, the square footage shall be measured from the inside face of such an inside wall.

2. Article XVIII. “Off Street Parking and Loading ” Sec. 18.2.6 (C) “Measurements and Calculations” “Parking Standards Table” is amended to read as follows:

C. *Parking Standards Table.* Table 18-1 presents the parking required for each use based on the size and/or occupancy of each use. Parking regulations for planned unit developments are based on the mix of proposed uses, or most similar uses, as further described in Art. XIII.

Table 18-1

Parking Standards	
USE	NUMBER OF MINIMUM PARKING SPACES PER UNIT OF MEASURE
Auditoriums and gyms (incidental to) schools, Religious Institutions of similar use with fixed seats	One space for every four individual seats or eight feet of bench.
Auditoriums (other than incidental to schools and Religious Institutions), Public Buildings or Social Institutions, or buildings of similar use without fixed seats	One space for every six persons of legal capacity as established by local, county or state fire, Building or health codes.
Business Service Establishments; Medical Service Establishments, small; Office Establishments; Social Institutions, light/office	One space for each 350 square feet.
Community Residential Care Facilities providing 24-hour care, Institutions for human care and habitation, Medical Service Establishments, large	One space for each 800 square feet.
Convenience Retail Establishments; General Retail Establishments limited to Durable Goods	One space for each 800 square feet.
Convenience Retail Establishments; General Retail Establishments limited to Nondurable	One space for each 350 square feet.

Goods	
Dangerous Chemicals: Manufacturing, Storage and/or Distribution, Industrial Service Establishments, Manufacturing Establishments, Utility and Public Service Installations or Wholesale Trade Establishments	One space for each 1,000 square feet plus required parking for office space.
Drive-through Establishments - stacking requirements	Five vehicle stacking spaces being the size of a parking space on private property per ordering window/board or lane. In the case of automatic carwashes that accommodate more than one vehicle the number of stacking spaces will be determined by dividing the length of the carwash by 20. In addition, parking for principal use is required.
Educational Institutions - elementary and middle school	Three and one-half per classroom, plus separate parking where the school contains an auditorium and/or stadium or gym.
Educational Institutions - high school and college	One space for every employee, plus one space for each five students.
Facilities for the Dead	One space for each four persons allowed within the maximum occupancy load as established by local, county or state fire, building or health codes.
Food and Drink Service Establishments	One space for each 100 square feet of building space plus one space for each 250 square feet of designated outdoor food and drink seating areas.
Group Housing Establishments	One space for each bedroom or each two occupants of the structure, whichever is greater.
Indoor or Outdoor Entertainment Establishments - amusement center, arcade, go cart track, theme park, water park	One space for each four persons allowed within the maximum occupancy load as established by local, county or state fire, building or health codes.
Indoor or Outdoor Entertainment Establishments - ax throwing, billiard hall, bowling alleys, golf driving range, miniature golf or par-3 course, racquet courts, rifle and archery range	Four spaces for each alley, court, hole, tee or table plus space for each accessory use, such as food and drink establishments.
Indoor or Outdoor Entertainment	One and one-half spaces per boat mooring slip

Establishments - Marinas and boat launch areas	or 25 spaces per boat launch area.
Indoor or Outdoor Entertainment Establishments - stadiums and sport arenas - ballfields, ice arenas, soccer facilities, theaters	One space for every four seats or eight feet of bench.
Lodging/Accommodations - Bed and Breakfast establishments	One space for each guest room, plus two spaces for the owners/operators.
Lodging/Accommodations - Hotels or motels	One space for each guest room, plus 50% of required parking for accessory uses when not located in the D Downtown District.
Lodging/Accommodations - Short-term Rental	One space for each Dwelling Unit, plus one-half space per sleeping room in excess of one in each dwelling unit, rounding fractions up for each dwelling unit. Dwelling units in the D Downtown District may be exempt from parking requirements under section 18.2.12 and may provide required parking on-site or leased off-site within the D Downtown District.
Multiple-family Dwellings	One and one quarter spaces for each dwelling unit, except in the D Downtown District one space for each dwelling unit.
Personal Service Establishment, Community Residential Care Facilities stays less than 24-hours, Repair Service	One space for each 400 square feet
Public Buildings	One space for each 500 square feet plus auditorium seating.
Religious Institutions	One space for each four seats or eight feet of bench in the main unit of worship.
Research, Development and Scientific Establishments	One space for each 500 square feet.
Single- and two-family dwellings or Manufactured Housing Park or Mobile Home Park	Two spaces for each dwelling unit, except in the D Downtown District one space for each dwelling unit.
Social Institution Establishments - medium/heavy	One space for each 800 square feet.
Vehicle Sales and Service Establishments and Waterfront Sales and Services	One space for each 800 square feet

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.

MOTION: To approve an ordinance to amend Art. XVIII, “Off-Street Parking and Loading” Section 18.2.6 “Measurement and Calculations” to define square feet, nondurable goods, and durable goods and to modify the definition of seating capacity; and Section 18.2.7.C, Table 18-1 “Parking Standards” to modify “use” categories to correspond with the “uses classes” in Table 4-1, standardize parking formulas, and reduce some parking requirements 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.

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

Reports

City Comments

15. City Manager Comments

City Manager Emily Hackworth expressed her gratitude to the City staff for all their hard work on the paid parking program.

16. City Commission Comments

Commissioner Sarola suggested revisiting an alternative design that was not chosen for parking lot 11, which would add 36 parking spaces, even though the design would result in the loss of a few trees. He states that parking is an issue, whether paid or not, and the design to add 36 spaces is extremely valuable.

Commissioner Binkley stated that she appreciates all the input from businesses and residents. She said they keep and discuss the ideas shared, and all are things being considered.

Commissioner Ulrey thanked the volunteers, the Southwest Michigan Tourist Council, and St Joseph Today for their efforts to keep the lighthouse open this summer.

Mayor Thomas toured the lighthouse for the first time and thanked Commissioner Ulrey and the volunteers for their work. She stated that the Farmer’s Market on Saturdays were underway.

Adjournment

The meeting was closed at 8:30 PM

Presiding Officer

City Clerk/ Recording Secretary

Minutes of the St. Joseph City Commission Meeting held Commission Chambers, 700 Broad Street, St Joseph, MI 49085 on June 5, 2025.

Call to Order

The meeting was called to order at 12:30 PM by Mayor pro tem Michele Binkley

Attendee Name	Title	Status	Arrived
Michele Binkley	Mayor pro tem	Present	
Brook Thomas	Mayor	Absent	
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	

Order of Business

1. Pledge of Allegiance
2. Approval of Agenda

MOTION: To approve the Agenda as presented.

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

3. Public Comment
None.

New Business

4. Parking Subgroup Update
5. City of St. Joseph Resident Parking

City Manager Emily Hackworth explained that based on data and ongoing feedback from residents of St. Joseph and downtown businesses, the Parking Subgroup recommends offering free parking in all City-owned lots for residents. She stated that this change will grant residents access to over 400 free off-street parking spaces on the west side of downtown, in addition to the free spaces on the east side. Hackworth advised that on-street parking west of Main St., which has the highest demand, will remain paid parking for all users, including residents.

Commissioner Ulrey thanked the Parking Subgroup for quickly pivoting to the changes. She expressed her satisfaction with their adoption of a resolution, enabling the Commission to effectively implement these changes. Ulrey emphasized that downtown parking should be an amenity accessible to City residents. She affirmed her full support for free parking for residents and has listened to residents who have been advocating for this.

The Commission heard substantial public comments, feedback, and suggestions from 41 residents, downtown patrons, business owners, and employees of the downtown area. Concerns raised included the lack of available parking for condo owners, who were allowed to build downtown without on-site parking, increased parking on residential streets creating hazards for residents due to higher traffic, cars blocking access for trash pickup, and difficulties for residents in finding parking for visitors near their homes. Several kiosks are not easily accessible to individuals with disabilities.

Many downtown business owners reported a significant decline in customers and revenue, expressed concerns over losing long-term repeat visitors, and requested specific changes to the program, and were fearful their businesses and livelihoods would not survive. Proposed changes included providing free parking passes to senior citizens in Berrien County, adjusting the hours of paid parking from 9:00 a.m. to 5:00 p.m., creating more 30-minute spots, creating free lots west of Main Street, free resident parking, allowing County residents to purchase passes like the beach passes, and creating a safer crosswalk across Main Street. Several public comments suggested suspending the program, with varying proposed timeframes, such as 30 days to a year, to allow time for more input from the community and consideration of other options. Other comments called for the program to be canceled entirely. Those requesting a suspension sought additional time to implement the necessary changes before it is restarted.

Several comments from the public expressed concerns for elderly residents and visitors to downtown, stating the regulations take the joy away from downtown, discourages visitors, and turns away seniors, noting the difficulties with kiosks that do not accept cash and the parking app being too confusing. Many people expressed frustrations about daily visits to the bluff, the library, and Krasl Art Center being hindered by paid parking and worrying about exceeding the time limits. Several speakers noted it was not inviting to visitors, who are greeted with a ticket on their window and may never come back. Once a customer is lost, it takes significant effort to regain them.

Several commentators suggested building a parking garage downtown, possibly with private funding, so the city would not have to pay for it. Others suggested offering everyone free parking, still with time limits in place, and increasing ticket fees to encourage compliance. Several questions were asked about metrics used to evaluate the program.

Commissioner Sarola stated that he believed today's proposals were well thought out and could address most of the concerns raised. He noted that the pushback received was much larger than they had anticipated. Sarola explained the reasoning behind paid parking to tackle significant budget shortfalls, encourage rotation in parking, and deter beachgoers from occupying the free lots all day. He provided the high cost to build a parking garage in town, which would only be needed three months out of the year. He credited the Commission for their efforts to address the parking issue. Sarola mentioned that they conducted several outreach programs for business owners and residents that were poorly attended. He stated he is now concerned that today's proposed changes will not make enough of a difference.

Commissioner Binkley stated that the Commission received a letter representing 38 businesses, and all three changes being presented today were requests they had made. She believes that implementing the changes to the program today is worthwhile, and the most significant request they have heard is for free parking for residents. Binkley noted that she thinks they should make the changes today and continue to visit this and make future modifications if needed.

MOTION: To direct the City Manager, in collaboration with the Parking Subgroup, to develop and administer guidelines, applications and processes to provide free off-street/lot parking to all City of St. Joseph residents, effective immediately.

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

6. Downtown Parking Program Timeframe

City Manager Hackworth stated that the Parking Subgroup recommended changing the dates of the Downtown Parking Program to start on the Friday before Memorial Day, instead of May 15, and to extend through the current ending date of September 15.

Jim Kramer, downtown business owner, suggested ending the program earlier, either August 15th, when tourism slows down, or immediately after Memorial Day.

Debbie Johnson, a resident, disagreed with the program, stating that parking is only crowded for 7 weekends a year in the summer.

Commissioner Sarola suggested ending the program right after Labor Day.

MOTION: To adjust the dates in which the Downtown Parking Program is in effect from the Friday before Memorial Day through Labor Day each year.

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

7. Parking Map Revisions

City Manager Hackworth explained several proposed changes to shift some on-street 3-hour parking east of Main Street to all-day parking, to accommodate downtown employees.

MOTION: To approved the adjustments to the Downtown Parking map to keep parking on Port, Church and Broad Streets east of Main St. free all day parking.

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

8. Downtown Parking Program Hours

City Manager Hackworth stated that the Parking Subgroup recommended reducing the hours parking fees are in effect from 9AM to 9PM to 9AM to 6 PM.

Commissioner Sarola stated the time frame suggested by business owners was to end at 5 PM, and thought that made sense.

MOTION: To revise the times in which parking fees are in effect to 9AM to 5PM, based on the

previously defined dates and locations.

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

9. Proposed Resolution Changes

MOTION: To adopt the following resolutions to incorporate revisions to the Downtown Parking Program, including modifications to change the start date to the Friday before Memorial Day, the end date to Labor Day, and the stop time to 5:00 PM.

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

City Comments

10. City Manager Comments

City Manager Emily Hackworth expressed her appreciation for all the feedback the city has received. She reiterated the changes occurring with the Paid Parking Program and stated that more information on these changes will be shared very soon.

11. City Commission Comments

Commissioner Sarola stated that many of the changes are due to communication from downtown business owners. He mentioned that these changes are a good first step and requested that everyone allow the system to function. Sarola indicated that they will continue gathering more data and that they understand everyone's concerns.

Commissioner Fernandez stated that the Paid Parking Program has not been a perfect plan, but they have always been willing to adjust and pivot. He described his concerns that the city is showing signs of decay and expressed his desire to see a more vibrant downtown. He stated this is a proactive approach to reinvest in the city.

Commissioner Ulrey stated that she wanted to acknowledge all the work done on the Paid Parking Program by the DDA and Subgroup. She expressed her gratitude for all the adjustments being made.

Adjournment

The meeting was closed at 2:48 PM

Presiding Officer

City Clerk/ Recording Secretary



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Ben Reynnells, Finance Director

RE: Invoice and Tax Disbursements

MEETING DATE: June 9, 2025

As part of the consent agenda, please consider approval of the following invoices and disbursements from May 21, 2025, through June 4, 2025.

Regular invoices: \$2,198,954.83

Tax disbursements: \$2,260.75

Total disbursed: \$2,201,215.58

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

ATTACHMENTS:

- EXP CHECK RUN DATES 05-21-2025 TO 06-04-2025 (PDF)

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
Fund 101 General Fund			
Dept 000.000			
101-000.000-656.000	IPPOLITO, SUE	REIMBURSEMENT - PAID PARKING CITATION #79155745	20.00
		Total For Dept 000.000	20.00
Dept 101.000 City Commission			
101-101.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	1,744.11
		Total For Dept 101.000 City Commission	1,744.11
Dept 172.000 City Manager			
101-172.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	69.00
101-172.000-805.000	FOSTER SWIFT COLLINS & SMITH	LEGAL SERVICES	5,698.60
		Total For Dept 172.000 City Manager	5,767.60
Dept 215.000 City Clerk			
101-215.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	14.60
101-215.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	285.00
		Total For Dept 215.000 City Clerk	299.60
Dept 235.000 Central Purchasing			
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	70.64
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	79.34
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	DESK CHAIRS	675.00
101-235.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	2,273.97
101-235.000-930.000	U.S. BUSINESS SYSTEMS, INC.	COPIER MACHINE	91.95
		Total For Dept 235.000 Central Purchasing	3,190.90
Dept 253.000 City Treasurer			
101-253.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	41.00
101-253.000-728.000	QUADIENT FINANCE USA, INC	MAY BILLING	956.69
101-253.000-728.000	SBF ENTERPRISES	TAX BILL SERVICES	2,401.38
		Total For Dept 253.000 City Treasurer	3,399.07
Dept 257.000 City Assessor			
101-257.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	6.24
101-257.000-805.000	CLARK HILL P.L.C.	MTT - LEGAL SERVICES	302.50
101-257.000-860.000	BENNETT, MICKEY	MILEAGE REIMBURSEMENT - ASSESSING CLASS	96.60
		Total For Dept 257.000 City Assessor	405.34
Dept 262.000 Elections			
101-262.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	10.40
101-262.000-728.000	QUADIENT FINANCE USA, INC	MAY BILLING	39.35

Attachment: EXP CHECK RUN DATES 05-21-2025 TO 06-04-2025 (10820 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
Total For Dept 262.000 Elections			49.75
Dept 265.000 Buildings & Grounds			
101-265.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	10.80
101-265.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	110.59
101-265.000-740.000	LEEP'S SUPPLY CO., INC.	REPAIR	8.64
101-265.000-740.000	ACE HARDWARE	SUPPLIES	37.54
101-265.000-740.000	BIG C LUMBER	PARKS BREAK ROOM	924.86
101-265.000-740.000	LEEP'S SUPPLY CO., INC.	SUPPLIES	4.50
101-265.000-740.000	MICHIANA SUPPLY INC.	CHAIN FOR SHOP	169.00
101-265.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00006	995.78
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	CONTRACT PAYMENT	116.00
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	CONTRACT PAYMENT	889.00
101-265.000-931.000	ENERCO SPECIALTY CHEMICAL	CONTRACT PAYMENT	225.00
101-265.000-931.000	TOTAL FIRE & SECURITY	CITY HALL SPRINKLER SYSTEM	2,145.64
Total For Dept 265.000 Buildings & Grounds			5,637.35
Dept 266.000 City Attorney			
101-266.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	20.00
101-266.000-790.000	ICLE	LEGAL PUBLICATION - LABOR	128.50
Total For Dept 266.000 City Attorney			148.50
Dept 270.000 Personnel			
101-270.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	12.00
101-270.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	95.00
Total For Dept 270.000 Personnel			107.00
Dept 336.000 Fire Department			
101-336.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	421.80
101-336.000-776.000	ACE HARDWARE	GRILL AND PROPANE	514.81
101-336.000-776.000	DINGES FIRE COMPANY	VEHICLE CHARGING MOUNT	673.75
101-336.000-776.000	DINGES FIRE COMPANY	CHARGER STATION	211.52
101-336.000-801.000	MC DONALD'S TOWING & RESCUE INC.	ENGINE 105	134.00
101-336.000-850.000	AT&T MOBILITY	CELL PHONES & TABLETS	197.59
101-336.000-860.000	INTL. SOCIETY OF FIRE SERVICE INSTR	JORDAN MILLER LIVE FIRE FACILITY TRAINING	725.00
101-336.000-860.000	MILLER, JORDAN	TRAINING ALLOWANCE	238.00
101-336.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00003	323.05
101-336.000-930.000	GREAT LAKES BREATHING AIR	AIR COMPRESSOR	1,023.00
101-336.000-930.000	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	77.99
101-336.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	52.49
Total For Dept 336.000 Fire Department			4,593.00
Dept 345.000 Public Safety Department			

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
101-345.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	20.46
101-345.000-740.000	ARMOURER'S CHOICE, LLC	BALLISTIC SHIELD	2,303.94
101-345.000-740.000	GALLS, LLC	LOCK OUT KITS	456.99
101-345.000-740.000	UPS STORE #1992, THE	CAR #11 RADAR RECALIBRATE	30.69
101-345.000-776.000	ARMOURER'S CHOICE, LLC	BALLISTIC SHIELD	2,303.94
101-345.000-801.000	GRAPHIX SIGNS INC	SIDE BY SIDE GRAPHICS	42.40
101-345.000-801.000	STATE OF MICHIGAN	LIVE SCAN #25-1726	42.00
101-345.000-801.000	ZIKER CLEANERS	DRY CLEANING	155.96
101-345.000-801.000	PSYCHOLOGY SERVICES	PSYCHOLOGICAL EXAM - L JACKSON	325.00
101-345.000-802.000	DOUBLE K ENTERPRISES INC.	KEVIN KRAMP - IT SERVICES	285.00
101-345.000-850.000	AT&T MOBILITY	CELL PHONES & TABLETS	1,060.41
101-345.000-930.000	C. WIMBERLEY FORD	CAR #2	2,291.22
101-345.000-930.000	FORD PRO	TELEMATICS	263.61
101-345.000-930.000	GREAT LAKES UPFITTING	CAR #13	783.00
101-345.000-930.000	GREAT LAKES UPFITTING	CAR #13	313.20
101-345.000-930.000	GREAT LAKES UPFITTING	CAR #11	602.12
101-345.000-930.000	GREAT LAKES UPFITTING	CAR #13	1,276.65
101-345.000-930.000	GREAT LAKES UPFITTING	CAR #11	1,276.65
101-345.000-930.000	GREAT LAKES UPFITTING	CAR #11	313.20
101-345.000-930.000	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	104.00
101-345.000-930.000	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	78.00
101-345.000-930.000	TELE-RAD INC.	INTERVIEW ROOM MIC	290.00
101-345.000-930.000	TELE-RAD INC.	MONTHLY MAINTENANCE	346.40
101-345.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	99.92
		Total For Dept 345.000 Public Safety Department	15,064.76
Dept 371.000 Building Inspection Department			
101-371.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	17.00
101-371.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	285.00
		Total For Dept 371.000 Building Inspection Department	302.00
Dept 372.000 Code Enforcement Department			
101-372.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	49.00
101-372.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	95.00
		Total For Dept 372.000 Code Enforcement Department	144.00
Dept 441.000 Public Works Department			
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	62.63
101-441.000-740.000	U.S. BUSINESS SYSTEMS, INC.	COPY MACHINE	156.27
101-441.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00001	637.39
		Total For Dept 441.000 Public Works Department	856.29
Dept 447.000 City Engineer			

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
101-447.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	19.80
101-447.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	380.00
101-447.000-804.000	ABONMARCHE CONSULTANTS INC	ENGINEERING RETAINER APRIL 2025	500.00
101-447.000-941.100	BLUEBEAM, INC	BLUE BEAM SUBSCRIPTION A. AUSTIN	330.00
101-447.000-941.100	BLUEBEAM, INC	BLUEBEAM SUBSCRIPTION T. ZEBELL	330.00
		Total For Dept 447.000 City Engineer	1,559.80
Dept 466.000 Paid Parking - Downtown			
101-466.000-941.100	TRAFFIC & SAFETY CONTROL SYSTEM INC	MONTHLY MAINTENANCE	750.00
101-466.000-941.100	TRAFFIC & SAFETY CONTROL SYSTEM INC	MONTHLY MAINTENANCE	750.00
		Total For Dept 466.000 Paid Parking - Downtown	1,500.00
Dept 721.000 Community Development			
101-721.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	13.00
101-721.000-860.000	GUNDERSEN, KRISTEN	MIEAGE REIMBURSEMENT - MAP SPIRNG INSTITUTE	284.70
101-721.000-900.000	HERALD-PALLADIUM	MYRTLE AVE PUBLIC HEARING	188.25
101-721.000-900.000	HERALD-PALLADIUM	520 STATE STREET PUBLIC HEARING	195.75
		Total For Dept 721.000 Community Development	681.70
Dept 728.000 Economic Development			
101-728.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	13.00
101-728.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - CITY HALL	95.00
		Total For Dept 728.000 Economic Development	108.00
Dept 751.000 Parks/Recreation			
101-751.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	79.50
101-751.000-740.000	ACE HARDWARE	PLUMBING SUPPLIES	85.25
101-751.000-740.000	ACE HARDWARE	WIRE BRANCH	4.13
101-751.000-740.000	ACE HARDWARE	MISC SUPPLIES	64.76
101-751.000-740.000	LEISURE POOL & SPA SUPPLY INC	CHLORINE/ACID	1,519.96
101-751.000-740.000	LOWE'S HOME CENTERS, LLC	INSULATION	103.30
101-751.000-740.000	MID-COUNTY LAWN & GARDEN	TRIM STRING	67.99
101-751.000-740.000	MID-COUNTY LAWN & GARDEN	TRIM STRING	19.99
101-751.000-740.000	ACE HARDWARE	EXTRACTOR SET	35.98
101-751.000-740.000	ACE HARDWARE	NEW FLAG FOR BANDSHELL	43.19
101-751.000-740.000	KIRBY, DAVID	CLOTHING ALLOWANCE	154.75
101-751.000-740.000	LEEP'S SUPPLY CO., INC.	MILTON PARK IRRIGATION PARTS	162.44
101-751.000-740.000	LEEP'S SUPPLY CO., INC.	MILTON PARK IRRIGATION PARTS	1,189.49
101-751.000-740.000	LEEP'S SUPPLY CO., INC.	MILTON PARK IRRIGATION PARTS	(221.65)
101-751.000-740.000	LEEP'S SUPPLY CO., INC.	MILTON PARK IRRIGATION PARTS/SUPPLIES	16.09
101-751.000-740.000	LEEP'S SUPPLY CO., INC.	REPAIRS	25.83
101-751.000-740.000	MID-COUNTY LAWN & GARDEN	CHAIN/STRING	234.75
101-751.000-740.000	MID-COUNTY LAWN & GARDEN	STRING/GAS MIX	82.97

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
101-751.000-740.000	TRICKL-EEZ IRRIGATION INC.	PLUMBING PARTS	22.75
		Total For Dept 751.000 Parks/Recreation	3,691.47
Dept 757.000 Ice Arena Operations			
101-757.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	12.20
101-757.000-740.000	ACE HARDWARE	GLOVES	9.89
101-757.000-740.000	LINDE GAS & EQUIPMENT INC.	PROPANE SERVICE	71.63
101-757.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00009	145.45
101-757.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00010	221.56
		Total For Dept 757.000 Ice Arena Operations	460.73
		Total For Fund 101 General Fund	49,730.97
Fund 203 Local Street Fund			
Dept 449.000 Roads, Streets, Bridges - ACT 51			
203-449.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	107.00
		Total For Dept 449.000 Roads, Streets, Bridges - ACT 51	107.00
Dept 474.000 Traffic Services			
203-474.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	8.06
203-474.000-740.000	CARRIER & GABLE, INC.	DELINEATORS AND MOUNTS	2,808.00
203-474.000-740.000	DORNBOS SIGN & SAFETY INC	SIGN BLANKS	619.42
203-474.000-930.000	SHEMBARGER ASPHALT SEALING	PAINTING OF PARKING STALLS	950.00
		Total For Dept 474.000 Traffic Services	4,385.48
		Total For Fund 203 Local Street Fund	4,492.48
Fund 204 Municipal Street Fund			
Dept 903.194 Anchors Way Drainage			
204-903.194-801.000	POINT BLUE, LLC	AW HWI PROF. SERVICES	14,195.00
		Total For Dept 903.194 Anchors Way Drainage	14,195.00
		Total For Fund 204 Municipal Street Fund	14,195.00
Fund 209 Cemetery Fund			
Dept 567.000 Cemetery Operatings			
209-567.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	22.20
209-567.000-740.000	ARNOLD, FLOYD	CLOTHING ALLOWANCE	192.27
209-567.000-740.000	CONSUMERS CONCRETE CO.	CONCRETE	1,378.50
209-567.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00001	91.63
		Total For Dept 567.000 Cemetery Operatings	1,684.60
		Total For Fund 209 Cemetery Fund	1,684.60

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
Fund 226 Rubbish Collection Fund			
Dept 521.000 Sanitation/Solid Waste			
226-521.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	22.20
226-521.000-804.200	STEVENSVILLE TRANSFER STATION-3246	TRASH DUMPING	2,503.37
		Total For Dept 521.000 Sanitation/Solid Waste	2,525.57
		Total For Fund 226 Rubbish Collection Fund	2,525.57
Fund 271 Library Fund			
Dept 790.000 Library			
271-790.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	58.74
271-790.000-728.000	QUADIENT FINANCE USA, INC	MAY BILLING	83.90
271-790.000-740.000	DEMCO EDUCATIONAL CORPORATION	COLLECTION SUPPLIES	290.07
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN'S COLLECTION	270.70
271-790.000-780.000	CENGAGE GROUP	ADULT FIC LARGE PRINT	161.55
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC COLLECTION	269.38
271-790.000-780.000	INGRAM LIBRARY SERVICES	YEARLY ADULT COLLECTION	23.75
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDRENS FIC COLLECTION	99.15
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDREN'S FIC COLLECTION	85.78
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDREN'S FIC COLLECTION	205.42
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC COLLECTION	237.55
271-790.000-780.000	INGRAM LIBRARY SERVICES	YOUNG ADULT COLLECTION	17.54
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC COLLECTION	17.28
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC COLLECTION	17.28
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDREN FIC COLLECTION	20.78
271-790.000-885.000	STRONG, ADELLA	REIMBURSEMENT FOR MAY TEEN EVENT	57.23
271-790.000-885.000	DEMCO EDUCATIONAL CORPORATION	SRP PRIZES-CHILDREN	85.17
271-790.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00005	435.30
271-790.000-930.000	CROWDER LANDSCAPING & LAWN CARE LLC	LANDSCAPING	1,070.00
271-790.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	COPIES	788.23
		Total For Dept 790.000 Library	4,294.80
		Total For Fund 271 Library Fund	4,294.80
Fund 401 Capital Projects Fund			
Dept 000.000			
401-000.000-211.000	CONTROLNET, LLC	BMS CONTRACT PAYMENT	(2,132.00)
		Total For Dept 000.000	(2,132.00)
Dept 265.121 Facilities Maintenance Items			
401-265.121-967.000	SUMMIT FIRE PROTECTION	ALARM SYSTEM UPGRADE CITY HALL	713.55
		Total For Dept 265.121 Facilities Maintenance Items	713.55

Attachment: EXP CHECK RUN DATES 05-21-2025 TO 06-04-2025 (10820 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
Dept 265.150 Facility Card Access			
401-265.150-967.000	CONTROLNET, LLC	BMS CONTRACT PAYMENT	11,726.00
		Total For Dept 265.150 Facility Card Access	11,726.00
Dept 466.000 Paid Parking - Downtown			
401-466.000-967.000	ANCHOR SIGNS	PAID PARKING SIGNS	5,600.00
401-466.000-974.000	ACE HARDWARE	DDA PARKING SIGN HARDWARE	36.25
401-466.000-974.000	RATHCO SAFETY SUPPLY INC.	DDA PARKING SIGN BASES	1,506.50
401-466.000-974.000	RATHCO SAFETY SUPPLY INC.	DDA PARKING SIGN POSTS	1,450.00
401-466.000-974.000	ACE HARDWARE	DDA PARKING SIGN HARDWARE	146.71
401-466.000-974.000	ACE HARDWARE	DDA PARKING SIGN HARDWARE	43.09
401-466.000-974.000	DORNBOS SIGN & SAFETY INC	DDA PARKING SIGNS	1,210.00
401-466.000-974.000	DORNBOS SIGN & SAFETY INC	DDA PARKING SIGN BRACKETS	136.26
401-466.000-974.000	RATHCO SAFETY SUPPLY INC.	DDA PARKING SIGNS	7,077.50
		Total For Dept 466.000 Paid Parking - Downtown	17,206.31
Dept 728.100 Downtown Plan Implementation			
401-728.100-967.000	JONES PETRIE RAFINSKI	STREETSCAPE	500.00
		Total For Dept 728.100 Downtown Plan Implementation	500.00
Dept 751.591 WCF Restroom Facility			
401-751.591-975.000	SUPPLYHOUSE	PIPE FITTINGS	192.09
401-751.591-975.000	UNITED STATES PLASTIC CORP	PIPE	118.32
401-751.591-975.000	CONSUMERS CONCRETE CO.	CONCRETE	551.00
401-751.591-975.000	ACE HARDWARE	BUSHING	4.49
401-751.591-975.000	ACE HARDWARE	PLUMBING PARTS	27.61
401-751.591-975.000	BORNOR RESTORATION, INC.	CONTRACT PAYMENT	9,375.00
401-751.591-975.000	JAMES CROW	CONTRACT PAYMENT	14,000.00
401-751.591-975.000	KENDALL ELECTRIC INC	BOLTS	52.90
401-751.591-975.000	KENDALL ELECTRIC INC	FITTINGS	300.64
401-751.591-975.000	LEEP'S SUPPLY CO., INC.	PIPE FILLERS	99.42
401-751.591-975.000	R.A. MORT SUPPLY	PIPE FITTINGS	198.87
		Total For Dept 751.591 WCF Restroom Facility	24,920.34
		Total For Fund 401 Capital Projects Fund	52,934.20
Fund 441 UPTON RECONSTRUCTION			
Dept 441.000 Public Works Department			
441-441.000-801.000	ABONMARCHE CONSULTANTS INC	CONSTRUCTION ADMIN	3,027.60
		Total For Dept 441.000 Public Works Department	3,027.60
		Total For Fund 441 UPTON RECONSTRUCTION	3,027.60

Attachment: EXP CHECK RUN DATES 05-21-2025 TO 06-04-2025 (10820 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
Fund 590 Sewer Fund			
Dept 000.000			
590-000.000-211.000	KALIN CONSTRUCTION	CSO EA PROJECT	1,258.91
590-000.000-211.000	KALIN CONSTRUCTION	CSO EA PROJECT CONSTRUCTION	8,620.95
590-000.000-256.000	LANGE, STEVEN	UB REFUND: 301475	5.98
		Total For Dept 000.000	9,885.84
Dept 527.000 Sewer System			
590-527.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	13.20
590-527.000-860.000	WADE TRIM	PACP TRAINING	470.00
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00011	38.58
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00007	39.35
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00008	38.58
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT # 0506740475-00001	39.35
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0503619446-00001	40.96
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0614144879-00001	38.58
590-527.000-956.000	UPS STORE #1992, THE	SHIPPING FOR TAPPING BITS AND AIR MONITOR	13.39
		Total For Dept 527.000 Sewer System	731.99
Dept 527.500 CSO storage project			
590-527.500-801.000	WADE TRIM	CSO EA PROJECT CONST. ADMIN	34,240.46
590-527.500-801.000	WADE TRIM	CSO EA CONSTRUCTIN ADMIN	36,319.20
590-527.500-801.000	WADE TRIM	CSO STORAGE JWWTP NEGOTIATIONS	6,800.00
590-527.500-956.000	WADE TRIM	CSO EA PROJECT INSPECTOR DAYS	6,985.00
590-527.500-956.000	WADE TRIM	CSO EA PROJECT INSPECTOR DAYS	16,005.00
590-527.500-973.000	KALIN CONSTRUCTION	CSO EA PROJECT	381,269.72
590-527.500-973.000	KALIN CONSTRUCTION	CSO EA PROJECT CONSTRUCTION	333,840.19
		Total For Dept 527.500 CSO storage project	815,459.57
		Total For Fund 590 Sewer Fund	826,077.40
Fund 591 Water Fund			
Dept 000.000			
591-000.000-211.000	RK DAVIS, INC.	SCIP II CONSTRUCTION - PAY APP #19	(3,292.31)
591-000.000-256.000	LANGE, STEVEN	UB REFUND: 301475	193.81
591-000.000-256.000	REAL PROPERTY MANAGMEMENT	UB REFUND: 801312	44.18
591-000.000-256.000	REAL PROPERTY MANAGMEMENT	UB REFUND: 801322	30.83
		Total For Dept 000.000	(3,023.49)
Dept 530.000 Water Treatment Plant			
591-530.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	95.40
591-530.000-740.000	IDEXX DISTRIBUTION INC.	LABRATORY SUPPLIES	147.53

Attachment: EXP CHECK RUN DATES 05-21-2025 TO 06-04-2025 (10820 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
591-530.000-740.000	IDEXX DISTRIBUTION INC.	LABRATORY SUPPLIES	5,191.31
591-530.000-740.000	ORLASKE, SHAWN	CLOTHING REIMBURSEMENT - ORLASKE	254.39
591-530.000-740.000	USA BLUE BOOK	FLASHLIGHT	90.50
591-530.000-740.000	KENNEDY INDUSTRIES, INC.	CHEM FEED PUMP HOSE, FITTINGS	6,391.69
591-530.000-750.000	CHEMICAL SYSTEMS, INC.	CHLORINE - BOOSTERS	5,400.00
591-530.000-750.000	CHEMICAL SYSTEMS, INC.	CHLORINE - BOOSTERS	5,400.00
591-530.000-801.000	EUROFINS EATON ANALYTICAL LLC	ANALYSIS - TOC MAY	108.16
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	CORROSION CONTROL STUDY	3,780.00
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	CORROSION CONTROL STUDY - LEAD ANALYSIS	1,080.00
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	CORROSION CONTROL STUDY - LEAD ANALYSIS	1,260.00
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	CORROSION CONTROL STUDY	3,565.39
591-530.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES	5,549.78
591-530.000-860.000	MICHIGAN WATER ENVIRONMENT ASSOC.	OPERATOR DAY REGISTRATION - ALIMENTI	175.00
591-530.000-860.000	EDWARDS, DENNY	MILEAGE REIMBURSEMENT - EGLE EXAM	75.60
591-530.000-870.000	MICHIGAN WATER ENVIRONMENT ASSOC.	MEMBERSHIP RENEWAL - ORLASKE	100.00
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0614144879-00002	43.91
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00012	41.19
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00002	39.92
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00003	42.58
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0507486606-00001	41.25
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00004	1,590.07
591-530.000-930.000	SHORELINE BUILDING SERVICES LLC	JANITOR - JUNE	1,450.00
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	19.34
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS & RAGS	156.96
		Total For Dept 530.000 Water Treatment Plant	42,089.97

Dept 536.000 Water Distribution System

591-536.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	92.60
591-536.000-740.000	ETNA SUPPLY COMPANY	WATER MAIN REPAIR PARTS	906.60
591-536.000-740.000	ETNA SUPPLY COMPANY	WATER SERVICE PARTS	228.50
591-536.000-740.000	ETNA SUPPLY COMPANY	WATER SERVICE PARTS	17.70
591-536.000-740.000	SMITH, CHRIS	CLOTHING REIMBURSEMENT	270.30
591-536.000-740.000	ACE HARDWARE	METER TOOLS/SUPPLIES	20.68
591-536.000-740.000	FERGUSON WATERWORKS #3386	WATER SERVICE VALVE BOXERS	1,979.12
591-536.000-740.000	FERGUSON WATERWORKS #3386	WATER SERVICE VALVE BOXES	269.88
591-536.000-740.000	USA BLUE BOOK	WATER DECHLORINATION TABLETS	252.52
591-536.000-740.000	VERMEER OF MICHIGAN, INC	TOOL REPLACEMENT	244.82
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METER CHAMBERS	7,600.00
591-536.000-801.000	BERRIEN COUNTY ROAD DEPARTMENT	ROW PERMIT	200.00
591-536.000-801.000	BERRIEN COUNTY ROAD DEPARTMENT	R.OW PERMIT	100.00
591-536.000-860.000	THOMAS, JERROLD	EGLE EXAM MILEAGE REIMBURSEMENT	67.20
591-536.000-956.000	UPS STORE #1992, THE	SHIPPING FOR TAPPING BITS AND AIR MONITOR	35.00
		Total For Dept 536.000 Water Distribution System	12,284.92

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
Dept 540.000 Water Administration			
591-540.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	21.80
591-540.000-728.000	QUADIENT FINANCE USA, INC	MAY BILLING	920.06
591-540.000-728.000	SBF ENTERPRISES	MAY DELINQ NOTICES FOR SJCT	342.81
591-540.000-801.000	SBF ENTERPRISES	MAY DELINQ NOTICES FOR SJCT	135.12
		Total For Dept 540.000 Water Administration	1,419.79
Dept 900.000 General Capital Outlay			
591-900.000-972.000	RK DAVIS, INC.	SCIP II CONSTRUCTION - PAY APP #19	1,117,448.75
		Total For Dept 900.000 General Capital Outlay	1,117,448.75
		Total For Fund 591 Water Fund	1,170,219.94
Fund 592 City System Development Fund			
Dept 536.000 Water Distribution System			
592-536.000-801.000-DWAM212557	RITTER GIS, INC	DWAM GRANT - TASK 6B	1,885.00
		Total For Dept 536.000 Water Distribution System	1,885.00
		Total For Fund 592 City System Development Fund	1,885.00
Fund 594 Marina Fund			
Dept 597.000 Marina Operations			
594-597.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	47.80
594-597.000-740.000	ACE HARDWARE	MAINTNENACE SUPPLIES	70.52
594-597.000-740.000	LOWE'S HOME CENTERS, LLC	MAINTENANCE SUPPLIES	157.04
594-597.000-740.000	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	871.20
594-597.000-740.000	EMERY, DAN	REPLACEMENT HATCH FOR CUSTOMER	793.05
594-597.000-741.000	PRI MAR PETROLEUM	GAS	3,249.28
594-597.000-741.000	PRI MAR PETROLEUM	GAS	5,017.62
594-597.000-741.000	PRI MAR PETROLEUM	DIESEL	3,879.72
594-597.000-742.000	INTERSTATE BATTERY SYSTEMS OF	RESALE - STORE	355.20
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	1,983.60
594-597.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00002	47.03
594-597.000-930.000	SHORELINE BUILDING SERVICES LLC	CLEANING COMPANY	700.00
		Total For Dept 597.000 Marina Operations	17,172.06
		Total For Fund 594 Marina Fund	17,172.06
Fund 661 Motor Pool Fund			
Dept 441.000 Public Works Department			
661-441.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	12.40
661-441.000-740.000	H. BARBER & SONS, INC.	PARTS	780.13

Attachment: EXP CHECK RUN DATES 05-21-2025 TO 06-04-2025 (10820 : Invoice and Tax Disbursements)

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTERS	9.68
661-441.000-740.000	FISHER AUTO PARTS, INC.	CORE RETURN	(18.00)
661-441.000-740.000	FISHER AUTO PARTS, INC.	BATTERY	148.73
661-441.000-740.000	HERITAGE-CRYSTAL CLEAN	ENVIRONMENTAL SERVICE	521.44
661-441.000-740.000	KIMBALL MIDWEST	PARTS	262.61
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS	183.60
661-441.000-740.000	THE SAFETY COMPANY LLC, DBA MTECH	MAIN BROOM	769.12
661-441.000-740.000	VALLEY TRUCK PARTS, INC	PART	24.32
661-441.000-740.000	FISHER AUTO PARTS, INC.	PARTS	34.60
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PARTS	875.58
661-441.000-741.000	PRI MAR PETROLEUM	FUEL	27,783.52
661-441.000-940.000	FISHER AUTO PARTS, INC.	BATTERIES	283.90
		Total For Dept 441.000 Public Works Department	31,671.63
		Total For Fund 661 Motor Pool Fund	31,671.63
Fund 677 Self-Insurance Fund			
Dept 851.000 Insurance Premiums			
677-851.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 VOLUNTARY LIFE INSURANCE	281.39
		Total For Dept 851.000 Insurance Premiums	281.39
Dept 871.000 Worker's Compensation			
677-871.000-910.000	MML WORKERS' COMP FUND	PAYROLL AUDIT 07-01-2023 TO 07-01-2024	15,915.00
		Total For Dept 871.000 Worker's Compensation	15,915.00
		Total For Fund 677 Self-Insurance Fund	16,196.39
Fund 703 Current Tax Collection Fund			
Dept 000.000			
703-000.000-956.000	SOUTHWEST MI REGIONAL AIRPORT	SOUTHWEST MI REGIONAL AIRPORT	2,260.75
		Total For Dept 000.000	2,260.75
		Total For Fund 703 Current Tax Collection Fund	2,260.75
Fund 731 Retirement System Fund			
Dept 000.000			
731-000.000-860.000	REYNNELLS, BEN	MILEAGE REIMBURSEMENT - MAPERS	483.50
731-000.000-860.000	WINNELL, SAMANTHA	MILEAGE REIMBURSEMENT - MAPERS	487.20
731-000.000-860.000	HACKWORTH, EMILY	MAPERS MILEAGE REIMBURSEMENT	339.76
731-000.000-860.000	ADAM HERBERT	MAPERS MILEAGE REIMBURSEMENT	1,061.73
731-000.000-860.000	ZEBELL, TIMOTHY	MAPERS MILEAGE REIMBURSEMENT	453.80
		Total For Dept 000.000	2,825.99

EXP CHECK RUN DATES 05/21/2025 - 06/04/2025

GL Number	Vendor	Invoice Desc.	Amount
		Total For Fund 731 Retirement System Fund	2,825.99
Fund 755 Housing Payroll Fund			
Dept 535.000 Component Units & Joint Ventures			
755-535.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	JUNE 2025 LIFE INSURANCE	21.20
		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	49,730.97
		Fund 203 Local Street Fund	4,492.48
		Fund 204 Municipal Street Fund	14,195.00
		Fund 209 Cemetery Fund	1,684.60
		Fund 226 Rubbish Collection Fund	2,525.57
		Fund 271 Library Fund	4,294.80
		Fund 401 Capital Projects Fund	52,934.20
		Fund 441 UPTON RECONSTRUCTION	3,027.60
		Fund 590 Sewer Fund	826,077.40
		Fund 591 Water Fund	1,170,219.94
		Fund 592 City System Development Fund	1,885.00
		Fund 594 Marina Fund	17,172.06
		Fund 661 Motor Pool Fund	31,671.63
		Fund 677 Self-Insurance Fund	16,196.39
		Fund 703 Current Tax Collection Fund	2,260.75
		Fund 731 Retirement System Fund	2,825.99
		Fund 755 Housing Payroll Fund	21.20
		Total For All Funds:	2,201,215.58

Attachment: EXP CHECK RUN DATES 05-21-2025 TO 06-04-2025 (10820 : Invoice and Tax Disbursements)



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Ben Reynnells, Finance Director

RE: Resolution - Authorizing Administration Fee - Property Taxes

MEETING DATE: June 9, 2025

As part of the Consent Agenda, the City Commission is being asked to approve a Resolution authorizing the collection of a 1% property tax administration fee on all taxes levied for 2025. The 1% administration fee is allowed under MCL 211.44(3)- PA 503 of 1982, and is designed to help local tax collecting entities offset the cost of collection taxes for other taxing jurisdictions. The City has been assessing the 1% administration fee for many years, and staff is recommending it again for this upcoming tax year. The FY26 budget adopted on May 12, 2025 includes this 1% administration fee as revenue for the general fund.

Action requested: Motion to approve, as part of the consent agenda, the following resolution authorizing the collection of a 1% property tax administration fee on all taxes levied for 2025.

RESOLUTION - AUTHORIZING ADMINISTRATION FEE - PROPERTY TAXES

WHEREAS, MCL 211.44 authorizes the collection of a 1% property tax administration fee; and

WHEREAS, the 2025-2026 Fiscal Year Budget, as approved by the St. Joseph City Commission on May 12, 2025 anticipates revenue from property administration fees as a source of general fund revenue; and

WHEREAS, revenue from a 1% property tax administration fee is necessary to balance the 2025-2026 Fiscal Year General Fund Budget;

NOW THEREFORE, BE IT RESOLVED, the St. Joseph City Commission hereby authorizes the City Treasurer, in the exercise of their duties in the collection of property taxes, to impose a 1% property tax administration fee, and whatever interest and late penalty charges are authorized by law or charter for the 2025 property tax cycle.



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Ben Reynnells, Finance Director

RE: Resolution - Authorizing Bank Depositories and Signatories

MEETING DATE: June 9, 2025

As part of the Consent Agenda, the City Commission is being asked to approve a Resolution designating depositories for the deposit of city funds by the City Treasurer during Fiscal Year 2025-2026; and authorizing the Mayor, Mayor pro tem, and the City Treasurer to act as signatories for the purpose of establishing accounts with the approved depositories and signing checks drawn on those accounts. This is an annual approval and designation, and therefore is placed on the consent agenda.

Action Requested: Motion to approve, as part of the consent agenda, the following resolution authorizing depositories and signatories for FY 2025-2026, as presented.

RESOLUTION - AUTHORIZING BANK DEPOSITORIES AND SIGNATORIES

RESOLUTION AUTHORIZING BANK DEPOSITORIES

WHEREAS, the St. Joseph City Commission is required by PA 40 of 1932, MCL 129.12 to provide by resolution for the designation and deposit of public money coming into the possession of the City Treasurer in one or more financial institutions; and

WHEREAS, the City Commission desires to utilize those depositories with an active presence within the city limits; and

WHEREAS, from time to time, the City Treasurer may desire to utilize different depositories to achieve the highest possible rate of return, and also to reduce the risk of loss through diversification of the City's investment portfolio; and

WHEREAS, the City Commission has authorized the City Treasurer to invest the city funds coming into their hands in accordance with law and as required through adoption of an investment policy as required by PA 40 of 1932, MCL 129.95; and

WHEREAS, City Charter requires that all checks be signed by the Director of Finance and countersigned by the Mayor; and

WHEREAS, it is customary for the convenience and efficiency of the Finance Office to authorize a third signatory to sign in the absence of one of the other two designated signatories;

NOW THEREFORE, BE IT RESOLVED, that the St. Joseph City Commission hereby provides for the designation and deposit of public monies coming into the City treasury during the period of July 1, 2025 through June 30, 2026, except for those monies which are required by ordinance to be deposited into other specific institutions, with the following financial institutions:

Berrien Community Foundation

Fifth Third Securities

Michigan Cooperative Liquid Assets Securities System (Michigan CLASS)

Honor Credit Union

Horizon Bank

Michigan Cooperative Liquid Assets Securities

Sturgis Bank

Huntington Bank; and

United Federal Credit Union

BE IT FURTHER RESOLVED, that for the period of July 1, 2025 through June 30, 2026 the signatures of Mayor Brook Thomas, Mayor pro tem Michele Binkley, and Finance Director Ben Reynnells be authorized signatories at the institutions herein named; and

BE IT FURTHER RESOLVED, that the herein authorized institutions honor checks, drafts, or other orders drawn against the City of St. Joseph's accounts when bearing the facsimile signatures of two of the three signatories herein authorized, and all approved institutions shall be entitled to honor and change such checks, drafts, or other orders against City accounts if such signature resembles the facsimile specimen duly certified to or filed with the institution in which the check has been drawn; and

BE IT FURTHER RESOLVED, that the City Treasurer or their designee shall be authorized to transfer electronically monies to and from these institutions and accounts established therein, as

provided by the approved institutions, for the purposes including, but not limited to, paying invoices, allocating authorized inter-fund transfers, the disbursement of payroll, and the disbursement of property taxes.



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Abby Bishop, City Clerk

RE: New Board Appointment

MEETING DATE: June 9, 2025

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

New Appointment:

BOARD	NAME	EXPIRES ON
Property Maintenance Board of Appeals	Marcia Ferris	April 30, 2029

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

ATTACHMENTS:

- Marcia Ferris - Property Maintenance Board of Appeals_Redacted (PDF)



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

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION or COMMITTEE

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

Applicant Information.

Name: MARCIA FERRIS Date: 5/21/2025

Home Address: [REDACTED]

Primary Telephone Number: [REDACTED] Secondary Number: [REDACTED]

E-mail Address: [REDACTED]

General Questions.

Explain why you want to volunteer and serve on a board or commission and what makes you a good candidate.

I have had more than 20 years experience in the building
TRADES

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

Housing Rehab in Benton Harbor MI, Energy Inspector for tri County Non Profit,
Drafting College Attendee, Construction Estimator, Housing Inspector
in Benton Twp, Ordinance Enforcement Officer Benton Twp Deputy Chief Building
Insp. Licensed in both Building Inspection & Plan Reviewer, S.D.M. Building Off.
Dept. of Energy Building Inspection 1 Supervisor for the State of Michigan

Please briefly describe your career and educational background. Lake Michigan College Mechanical Drafting, State of Michigan Building Inspector, Plan Reviewer & Building Official, S.O.M. Energy Inspector at Lansing Community College
Licensed Recipient of a U.S. Dept of Energy Award for Excellence

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

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

Yes

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

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

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

Signature: Marcia A. Ferris

Date: 5-21-25

Updated Oct 2024

Appointed Board, Commission and Committee's Opportunities

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

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

Airport Authority Board

☐ Pilot ☐ Aviation Operation/Businesses ☐ Federal Aviation Administration rules
☐ Other _____

Board of Review

☐ Banking/Finance ☐ Property Appraisal/Assessing
☐ Real Estate/Development/Law (no agents or brokers)
☐ Other _____

Brownfield Redevelopment Authority

☐ Construction ☐ Real Estate/Development/Law
☐ Environmental Regulations ☐ Banking/Finance
☐ Other _____

Cemetery Board

☐ Horticulture or Landscape Architecture ☐ History
☐ Funeral Professional ☐ Law
☐ Other _____

Construction Board of Appeals

☐ Building Construction and Trades ☐ Engineering
☐ Architecture ☐ Law
☐ Other _____

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

☐ Banking/Finance/Economic Development ☐ Marketing and Promotion
☐ Business Development, Recruitment, Retention ☐ Construction and Property Management
☐ Other _____

Appointed Board, Commission and Committee's Opportunities, continued

Hospital Finance Authority Board

☐ Banking/Finance
 ☐ Hospital Administration
☐ Other _____

Housing Commission

☐ Building Construction/Maintenance
 ☐ Low Income or Subsidized Housing
☐ Property Management and Leasing
 ☐ Policy Making or Law
☐ Other _____

Joint Waste Water Treatment Board

☐ Engineering
 ☐ Banking/Finance
 ☐ Public Health
☐ Other _____

Library Board

☐ Policy Making
 ☐ Budgeting, Finance Fundraising
☐ Advertising, Marketing and Public Relations
 ☐ Strategic Planning
☐ Grants and Endowments
 ☐ Knowledge of Libraries
☐ Other _____

Municipal Officers Compensation Board

☐ Budgeting and Finance
 ☐ Public Sector Compensation
☐ Policy Making
☐ Other _____

Parks and Recreation Advisory Board

☐ Advertising/Marketing/Public Relations
 ☐ Finance or Property Maintenance/Leasing
☐ Fitness, Recreation, Sports, Coaching
 ☐ Forestry and Landscape Architecture
☐ Other _____

Parks and Recreation Advisory Board

☐ Advertising/Marketing/Public Relations
 ☐ Finance or Property Maintenance/Leasing
☐ Fitness, Recreation, Sports, Coaching
 ☐ Forestry and Landscape Architecture
☐ Other _____

Appointed Board, Commission and Committee's Opportunities, continued

Planning Commission

<input type="checkbox"/> Architecture or Landscape Architecture	<input type="checkbox"/> Banking/Finance
<input type="checkbox"/> Civil Engineering	<input type="checkbox"/> Building Construction
<input type="checkbox"/> Land or Real Estate Development	<input type="checkbox"/> Urban Planning
<input type="checkbox"/> Zoning	<input type="checkbox"/> Land Use Law
<input type="checkbox"/> Other _____	

☒ Property Maintenance Board of Appeals

<input type="checkbox"/> Architecture or Building Construction	<input type="checkbox"/> Law
<input type="checkbox"/> Engineering	<input type="checkbox"/> Land or Real Estate Development
<input type="checkbox"/> Other _____	

Recreation Harbor Authority

<input type="checkbox"/> Marina or Boating Operations	<input type="checkbox"/> Banking and Finance	<input type="checkbox"/> Law
<input type="checkbox"/> Other _____		

Retirement System Board

<input type="checkbox"/> Banking and Finance	<input type="checkbox"/> Policy Making
<input type="checkbox"/> Governmental Experience	<input type="checkbox"/> Human Resources
<input type="checkbox"/> Other _____	

Sustainability Committee

<input type="checkbox"/> Urban Planning/Architecture	<input type="checkbox"/> Natural Resources
<input type="checkbox"/> Advertising/Marketing/Public Relations	
<input type="checkbox"/> Other _____	

Water Services Joint Operating Board

<input type="checkbox"/> Engineering	<input type="checkbox"/> Banking/Finance	<input type="checkbox"/> Public Health
<input type="checkbox"/> Other _____		

Zoning Board of Appeals

<input type="checkbox"/> Architecture or Landscape Architecture	<input type="checkbox"/> Urban Planning/Zoning
<input type="checkbox"/> Building Construction or Engineering	<input type="checkbox"/> Land or Real Estate Development or Law
<input type="checkbox"/> Other _____	



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Laurie Schmidt, City Attorney

RE: Addendum to License Agreement

MEETING DATE: June 9, 2025

On August 17, 2007, the City and GLI Properties, L.L.C. executed a Right-of-Way Occupancy Permit (“Permit”), to allow GLI to build 6 balconies as part of their building conversion. The balconies encroach into the public right-of-way. The Permit was binding upon all successors and assigns of GLI including owners of individual condominium units.

The current owner of the property is Great Lakes Condominium Association. The building contains 7 condominiums; 6 residential condominiums and one ground floor condominium, Unit 7, which is commercial. Unit 7 is owned by Giannola Family LLC (“Condominium Owner”).

The Condominium Owner plans to install new heating and air conditioning units in its main floor condominium, which is subdivided into separate tenant spaces. Due to a variety of factors, The Condominium Owner intends to install heating and air conditioning units (“mini-splits”) to service tenant space. The condensing units of the equipment will be located on the easterly exterior portion of the building, which is part of the Association’s property. The condensing units will encroach into the alley (which is public right-of-way).

City staff has reviewed the proposed location and believes that, at this time, it would not be inconsistent with public health, safety, or welfare to grant a license to allow the encroachment. An existing architectural feature resembling a steeple is at the northeast corner of the building; it projects into the right-of-way approximately 32” at a minimum height of approximately 46” above ground. It has been part of the building for decades and has not appeared to present a danger to the public; prevent public access and use of Broad Street, the alley, or the public sidewalks; or interfere with public health, safety, or welfare. The mechanical units will be located at a height of at least 52” , which is higher than the bottom of the steeple, and with a projection no more than 24”, which is less projection than the steeple.

City staff has been working with the Condominium Owner on the licensing process, and they are reviewing the proposed Addendum with the Association. The Addendum incorporates all terms of the original Permit.

Staff has no objections to the Addendum and supports the request.

Action Requested: Motion to approve, as part of the consent agenda, the proposed Addendum to the Right-of-Way Occupancy Permit with great Lakes Condominium Association and Giannola Family LLC

for the property located at 403 State Street subject to approval of the City Engineer and subject to any non-substantive changes approved by the City Attorney, and authorize the City Manager to execute it on the City's behalf.

ATTACHMENTS:

- Addendum to ROW Occupancy Permit 20260606 (PDF)
- ROW Occupancy Permit Great Lakes Interiors Balconies_403 State Street (003) (PDF)
- Alley Looking South (JPG)
- Alley Looking North (JPG)

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GIANNOLA FAMILY LLC

Dated: _____, 2025

By: _____
Joseph Giannola, MemberSTATE OF MICHIGAN)
)ss
COUNTY OF BERRIEN)

Subscribed and sworn to before me on _____, 2025, before me a Notary Public in and for said County, and personally appeared **JOSEPH GIANNOLA**, to me known to be the same person(s) described in and who described in and who executed the within instrument on behalf of GIANNOLA FAMILY LLC.

_____, Notary Public
Berrien County, Michigan
My Commission expires: _____

CITY OF ST. JOSEPH

Dated: _____, 2025

By: _____
Emily Hackworth, City ManagerSTATE OF MICHIGAN)
)ss
COUNTY OF BERRIEN)

Subscribed and sworn to before me on _____, 2025, before me a Notary Public in and for said County, and personally appeared **EMILY HACKWORTH**, Manager of the City of St. Joseph, to me known to be the same person described in and who executed the within instrument on behalf of the CITY OF ST. JOSEPH.

_____, Notary Public
Berrien County, Michigan
My Commission expires: _____

Prepared by:
Laurie L. Wightman Schmidt (P43519)
CITY OF ST. JOSEPH
700 Broad Street
St. Joseph, Michigan 49085
Telephone: (269) 983-5541

Attachment: Addendum to ROW Occupancy Permit 20260606 (10825 : Addendum to Right-of-Way Occupancy Permit- 403 State St.)

CITY OF ST. JOSEPH**Right-of-Way Occupancy Permit for GLI Properties, L.L.C.****Introduction**

GLI Properties, L.L.C. ("GLI") owns the property and building located at 403 State Street in St. Joseph, which is currently utilized as a retail furniture and interior furnishings store. GLI wishes to convert the second floor of the building into six (6) residential condominium apartments, and it has received a Conditional Use Permit from the City to do so. As part of that conversion, GLI wishes to build six (6) balconies on the second floor level, all of which would project into the public right-of-way above the adjacent sidewalks. GLI has requested permission for those six encroachments, and the City is willing to grant a permit to GLI for those six encroachments, upon the following terms and conditions.

Subject Property

Located in the City of St. Joseph, Berrien County, Michigan, and described as follows:

The northeasterly half (½) of Lots 170 and 171, original plat of City of St. Joseph, whose southwesterly borders are parallel to the northeasterly borders of said Lots 170 and 171.

Property address: 403 State Street, St. Joseph, Michigan 49085

Tax Code No.: 11-76-0340-0170-00-0

Consideration for Permit

Less than \$100.00, plus the agreed covenants and conditions.

Terms and Condition of Permit

1. GLI may construct and place, and thereafter use, repair, remove and maintain the six balconies within the City's right-of-way. The placement and dimensions of the balconies shall conform to that set forth on the diagram attached to this Permit and all of the other information represented to the City. To preserve the uniform appearance of the building, individual balconies may not be removed by GLI without the prior consent of the City Commission, unless all balconies on that street face are being removed, or unless that balcony is immediately replaced.
2. The terms and conditions of this Permit shall be binding upon the successors and assigns of GLI, including but not limited to any condominium association created for the apartments and the owners of those apartments. As such, any reference to "GLI" in this Permit shall be deemed to include any and all of those successors and assigns.
3. GLI will not disturb the surface and/or paving of any street or sidewalk within a City right-of-way.
4. This Permit is a "license" and does not grant GLI any proprietary or ownership interest in the City's right-of-way, nor any right to the continuation of this Permit, except as specified.
5. The rights granted by this Permit are not assignable to third parties, except with the full prior written consent of the City, which may be granted or withheld in the City's sole discretion.
6. This Permit shall take effect when executed by the City and acknowledged and accepted by GLI, and shall remain in effect until terminated by the City as set forth below.
7. The City may terminate this Permit at any time should it determine that termination is in the best interest of the public health, safety or welfare, or should it reasonably determine that GLI has failed to comply with the provisions of this Permit or of applicable federal, state or local laws, regulations and ordinances. The City shall give written notice of its intent to terminate not less than one hundred eighty (180) days before the effective date of that termination, and shall allow GLI the opportunity for a hearing before the City Commission to challenge the alleged non-compliance and decision to terminate.
8. The permit rights granted to GLI shall expire one year from the date of the execution of this Agreement, unless GLI completes the construction of all six balconies within that time.

9. In the event any of the balconies are ever removed, GLI's rights under this Permit for the balcony(ies) in question are terminated automatically.
10. The balconies shall be located and maintained so that they do not endanger or interfere with the safety of any person or property, and shall be kept and maintained in a safe, suitable condition and in good order and repair.
11. GLI shall comply with all existing and future city, county, state and federal laws, ordinances, and regulations (including those related to zoning) and shall, at its own expense, carefully guard and protect all public property entered by it so as to prevent injury or damage. Any work performed or caused to be performed by GLI which interferes with the condition of any right-of-way or other public place shall be restored to its former condition as soon as practical.
12. GLI shall at all times protect and hold harmless the City (including its employees, agents and officers) from any and all claims, actions, suits, liabilities, losses, expenses or damages which may accrue to the City or be suffered by any person or persons arising out of the placement, use or maintenance of GLI's balconies. The City shall give GLI proper notice of any such claim, action or suit. This provision shall survive any termination of this Permit, or the termination of this Permit with respect to one or more individual balconies. It is understood and agreed that this obligation will also be binding upon any condominium association created for the apartments and the owners of those apartments, and that GLI will ensure that this provision is included in those condominium documents.
13. If any right-of-way affected by this Permit and agreement is hereafter vacated, eliminated, discontinued, abandoned or closed, all rights of GLI to use same shall terminate, provided that GLI is given not less than one hundred eighty (180) days prior written notice of same, and GLI shall at its own expense remove its balconies and all appurtenances from such right-of-way unless it obtains permission from the new property owner to use the former public right-of-way.
14. GLI shall not construct or install the balconies in a manner that unduly burdens the present or future use of the City's right-of-way. If the City determines that any portion of the balconies, either as planned or constructed, unduly burdens any portion of the right-of-way for present or future use, GLI shall modify the balconies or the plans for installation of the balconies to eliminate the burden within a reasonable time, provided that GLI shall be given not less than one hundred eighty (180) days prior notice of such modification requirements.
15. GLI shall, at its own expense, protect, support, disconnect, or remove from the right-of-way any portion of the balconies when required to do so by the City due to street or other public excavation, construction or repair or any

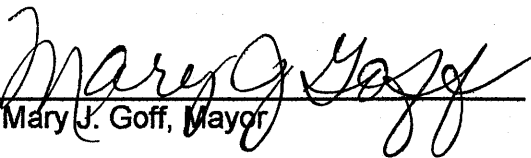
other type of improvement necessary for the public health, safety or welfare, and promptly thereafter, GLI shall either (a) restore or replace the affected balconies consistent with this Permit, or (b) remove the balconies in their entirety, at which time this Permit shall terminate.

16. The City may remove or damage the balconies or appurtenances in the case of fire, disaster or other emergencies, as determined by the City. In such event, neither the City, nor any of its agents, contractors or employees shall be liable to GLI or any of its successors or assigns for any damages caused to them or to the balconies.
17. Any easement over or under private property necessary for the balconies shall be arranged and paid for by GLI. Any use of private property without an easement or other written instrument evidencing permission of the property owner shall constitute a trespass by GLI and a violation of this Permit. Any easements over or under property owned by the City must be previously negotiated with the City, and the City shall be under no obligation to grant such easements.
18. GLI shall maintain all real and personal property and facilities involved with the balconies in good condition, order and repair.
19. If GLI fails to complete any repair or maintenance work required by law or this Permit to be done in any right-of-way, the City may at its option cause the work to be done, and GLI shall promptly pay to the City the costs incurred in performing such work. In the alternative, the City may, if it wishes, deem GLI's failure to complete any such repair or maintenance a violation of this Permit and terminate this Permit in accordance with Paragraph 7 above.
20. In the event the City later adopts a right-of way permit ordinance or policy, GLI shall comply with that ordinance or policy. If that ordinance or policy requires permit holders to pay certain sums to the City, the City may demand that GLI pay those fees not only prospectively (from the date of the enactment of the ordinance or policy forward), but also retroactively (from the date of the execution of this Permit through the date of the execution of the ordinance or policy).
21. GLI acknowledges that this property is located in a downtown commercial district, and agrees that the use of the balconies shall be subordinate to the principal use of the right-of-way for the benefit of the public. GLI acknowledges that this public use may include civic or other events or festivals conducted or sanctioned by the City, and that these events and festivals often create or include noise, vibrations, light or other characteristics that may not be harmonious with all residential uses of the balconies. GLI agrees that its rights to enjoy the use of the balconies are likewise subordinate to the commercial and public uses inherent in the downtown environment, and that they may not and will not seek civil remedies or redress against the City or against lawful users of the downtown district and of the public right-of-way which in any way

arise from or are based upon a claim that GLI's use or enjoyment of the balconies is being deprived or otherwise harmed.

22. GLI recognizes that these balconies are visually prominent in the downtown commercial district, and that the improper use of these balconies would not only detract from the appearance and environment of this property, but also of the downtown in general, and that improper use could even jeopardize public safety. GLI therefore agrees that the balconies will not be used as storage areas, that no items will be hung on or over the railings, and that no rubbish will be kept on the balconies. Tables and chairs appropriate for the intended use of balconies, placed so as to be practically usable by occupants and guests, and of such material, design and construction so as not to be subject to being blown off by winds may be kept on the balconies when the balconies are unoccupied, but nothing else (including, but not limited to, barbecue grills or cooking devices of any sort) will be stored or placed on the balconies. No items will be dropped or thrown from the balconies, or used or temporarily placed in such a manner that they are subject to fall from the balconies. The use on any balcony of musical instruments, radios, or other devices producing music or other amplified sounds audible to any person except the occupants of the balcony is likewise prohibited. GLI will specifically reference the requirements of this section, and may further define prohibited conduct in keeping with the spirit of this section, in the master condominium deed and condominium association by-laws.
23. This Permit shall be recorded with the Berrien County Register of Deeds, and shall moreover be referenced, incorporated and/or otherwise attached to and included in any master condominium deed created for this property and building, and the purchase or lease of any condominium unit constitutes acceptance of and the agreement to abide by the terms of this Permit.
24. The individual signing this Permit on behalf of GLI warrants that he is authorized by GLI to do so, and that he has the authority to bind GLI to its terms and conditions.

CITY OF ST. JOSEPH

By: 
 Mary J. Goff, Mayor

STATE OF MICHIGAN

COUNTY OF BERRIEN

Acknowledged before me on Aug. 17, 2007, by Mary J. Goff,
Mayor of the City of St. Joseph, on behalf of the City.

Peggy A. Block

Peggy A. Block, Notary Public
Berrien County, Michigan
My Comm. Expires: November 15, 2012
Acting in Berrien County, Michigan

GLI acknowledges and accepts the terms and conditions of this Permit.

GLI PROPERTIES, L.L.C.

By: Kenneth Machiela
Kenneth Machiela, Member

STATE OF MICHIGAN

COUNTY OF Berrien

Acknowledged before me on Aug. 17, 2007, by Kenneth Machiela,
Member of GLI Properties, L.L.C., on behalf of the company.

Peggy A. Block
Peggy A. Block, Notary Public
Berrien County, Michigan
My Comm. Expires: Nov. 15, 2012
Acting in Berrien County, Michigan

Prepared by:
Mark S. Bowman (P34207)
206 Court Street, P.O. Box 24
St. Joseph, MI 49085
Telephone: (269) 983-0103

6/E/stjoseph/cs)0221.1-3

Attachment: ROW Occupancy Permit Great Lakes Interiors Balconies_403 State Street (003) (10825 : Addendum to Right-of-Way Occupancy

12.c

52'

Attachment: Alley Looking South (10825 : Addendum to Right-of-

Packet Pg. 57

12.d

Attachment: Alley Looking North (10825 : Addendum to Right-of-

31" Edge of
Garbage Can to
the Wall

32" Yellow Post
to the Wall

52'

Packet Pg. 58



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Cameron Welch,

RE: Special Event Application - SJRYC Tri-State Regatta

MEETING DATE: June 9, 2025

The St. Joseph River Yacht Club is requesting permission to use the Margaret B. Upton Arboretum wall and adjacent park area for boat docking during the Tri-State Regatta, scheduled for August 29–31, 2025. As part of this request, the Club is also seeking an extension of the outdoor amplified music curfew from 10:00 p.m. to 12:00 a.m. on Saturday, August 30, 2025. This extended curfew has been granted in prior years for the same event.

Additionally, the Club will be hosting outdoor public events on June 7, July 12, and October 11, 2025. These events will comply with the City's noise ordinance and will not involve amplified sound beyond the 10:00 p.m. limit. While these do not require action from the City Commission, the Club wishes to inform the City of the planned activities.

Action requested: Motion to approve, as part of the consent agenda, the special event request for the Tri-State Regatta at the St. Joseph River Yacht Club as presented, and to direct City staff to issue a special event permit.

ATTACHMENTS:

- Tri-State Regatta Application (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

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: Rhumblin Regatta, Wolf's Dinghy Run, Tri-State Regatta, Sailing Awards Banquet
Sponsoring Organization (if applicable): St. Joseph River Yacht Club
Mailing/billing Address: PO Box 3
City/State/ZIP Code: St. Joseph River Yacht Club
Contact person(s): Robert Walck = Commodore
Business phone: _____ Cell phone: 269-277-0320 Fax: _____
E-Mail Address(es): Commodore@sjryc.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: _____
6/6, 6/7, 7/12, 8/30, 10/11 of 2025

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): Sailing Regattas and special events open to the public with musical entertainment and liquor sales.

4. What is the requested location(s) of the event(s): St. Joseph River Yacht Club
1 Lighthouse Lane St. Joseph MI 49085

Revised 06/14/2022

(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 ^x No |
| Normal Annual Date? <u>TBD</u> | |
| 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 No ^x |
| 8. Does the applicant plan to include vending as part of this event? * | Yes No ^x |
| 9. Will this event include the use of signs? | Yes No ^x |
| 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 | Yes No ^x |
| • Fencing | Yes ^x No |
| • Street Sweeping | Yes No ^x |
| • Mowing | Yes No ^x |
| • Rubbish Containers | Yes ^x No |
| • Rubbish Removal | Yes ^x No |
| • Picnic Tables | Yes ^x No |
| • Cessation of Lawn Sprinkling | Yes No ^x |
| • Other _____ | Yes No ^x |
| • Map included indicating locations of these services?* | Yes No ^x |
| 13. Does the applicant have any special security or safety concerns? | Yes No ^x |
| 14. Are you requesting assistance from the Public Safety? | Yes No ^x |
| 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 ^x No |
| • Singers | Yes ^x No |
| • Amplified Announcers | Yes ^x No |
| • Carnival Rides | Yes No ^x |
| • Motor Vehicle Noises | Yes No ^{xx} |
| • Other _____ | Yes No |
| 18. Will the event include unusual lighting beyond what is normal at that location? | Yes No ^x |
| 19. Are alcoholic beverages proposed to be served as part of the event? | Yes ^x No |
| Have all necessary liquor licenses been obtained at the time of this application? | Yes No ^x |
| 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? | Yes ^x 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.

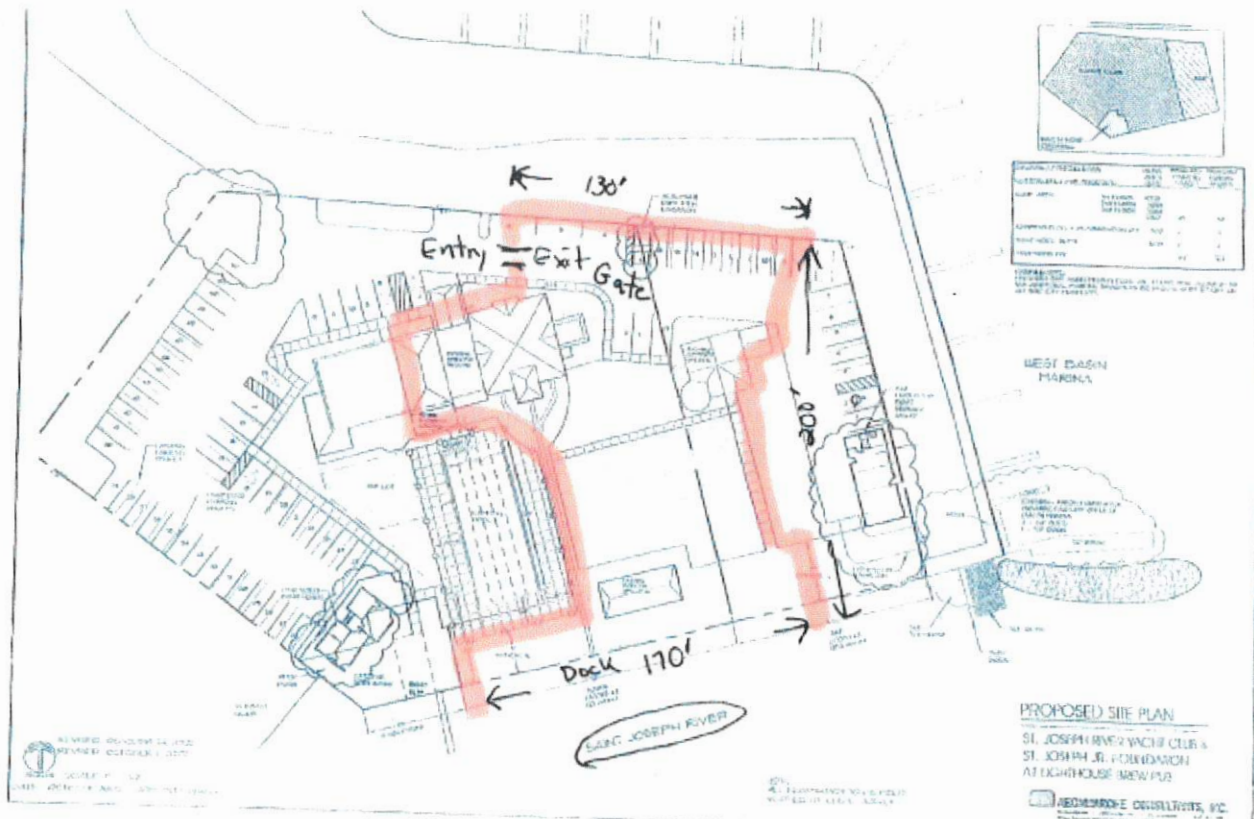
Applicant signature: _____

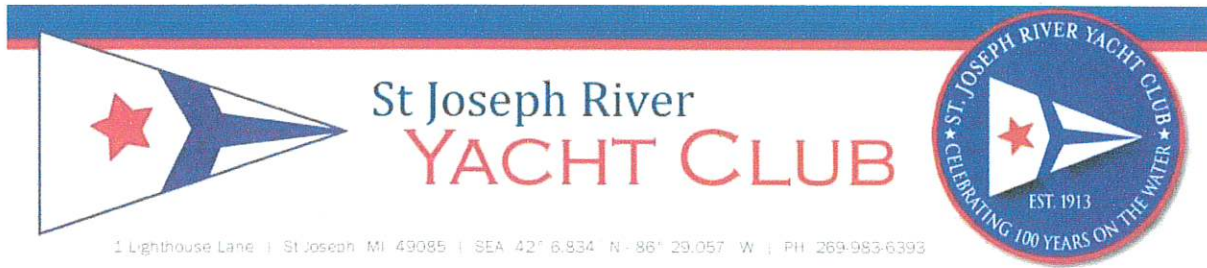
Applicant printed name: _____

Date: 4/25/2025

St. Joseph River Yacht Club

= Fence or Wall





May 25th, 2025

Mayor Brook Thomas
Emily Hackworth
St. Joseph City Commissioners
700 Broad Street
St. Joseph, MI 49085

Dear Mayor Thomas, Ms. Hackworth, and City Commissioners:

On behalf of the St. Joseph River Yacht Club (SJRYC), I am submitting a Special Event Application Form and Certificate of Insurance for the use of the Arboretum Wall and park area between the train station and the Blossomland Bridge. The special use request is for the docking of boats/sailors participating in the Tri-State Regatta on August 29th, August 30, and August 31st, 2025. The SJRYC also requests the City's support to trash containers and picnic tables in this area for the boaters to use during this time. The event begins the evening of Friday, August 29th when the boats begin to arrive, continues all day Saturday, August 30th, and ends the morning of Sunday, August 31st as the boats begin to leave. Many City residents and visitors enjoy watching as the colorful regatta fleets leave early Sunday morning. This event has been a collaboration of the City and the SJRYC for nearly three decades and it is our hope that you continue our tradition of welcoming the sailors, their families, and friends from Chicago, Michigan City, and multiple ports along the east and west coasts of Lake Michigan.

The second request for 2025 is to allow for the extension of outdoor amplified music hours from 10:00 p.m. to 12:00 midnight for the Tri-State Regatta on Saturday, August 30 (live music).

The final portion of this letter is to advise you that the SJRYC has the following outdoor public events scheduled for this year, which do not require extension of amplified music hours: Rhumbline Regatta party on June 7 (music), Wolf's Dinghy Run on July 12 (music), and the Cups and Flags Awards on October 11th (no music).

The Public Safety Department has been contacted to make sure they are fully aware of the events. We have also applied for permits needed for activities on the water per U.S. Department of Homeland Security and U.S. Coast Guard requirements.

Thank you for taking the time to consider the SJRYC's requests, as I speak for the entire membership when I say we look forward to your continued support.

Sincerely,

Bob Walck
Commodore
St. Joseph River Yacht Club

Staff Review and Comments

Special Event: Tri-State Regatta

Date: August 29-31

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: Ben Reynnells, Finance Director

RE: St. Joseph Housing Commission Monthly Update

MEETING DATE: June 9, 2025

As part of the consent agenda, please consider approval of the St. Joseph Housing Commission monthly financial update, per the deficit elimination plan requirements.

On February 18, 2025 the St. Joseph Housing Commission approved their deficit elimination plan, per PA 140 of 1971. And on February 24, 2025 the St. Joseph Housing Commission deficit elimination plan was approved by the City Commission to meet the PA 140 of 1971 requirements. On March 14, 2025 the State of Michigan Department of Treasury Local Audit and Finance Division approved the plan as well.

As stipulated in the plan, the Housing Commission will provide monthly financial updates regarding the status of their plan through fiscal years 2025 and 2026.

Attached are the monthly financial reports for the St. Joseph Housing Commission for the month of April 2025. As well as the approval letter from the State of Michigan Department of Treasury Local Audit and Finance Division.

The Current Assets total \$327,425.07
 The Current Liabilities total \$99,256.34

To meet the requirements of the deficit elimination plan, the current assets need to be more than the current liabilities at year end, for this year and next. The current year end projections indicate that the year end current assets will be more than the current liabilities.

Action requested: Motion to approve, as part of the consent agenda, the St. Joseph Housing Commission monthly financial update, per the deficit elimination plan requirements.

ATTACHMENTS:

- April 2025 Financial Statements - MI046 (PDF)
- April 2025 Bank Reconciliations - MI046 (PDF)

To the Board of Commissioners
And Management:

St. Joseph Housing Commission
Low Rent Public Housing
MI

Enclosed are the following reports for the month ending April 30, 2025. These reports have been compiled in accordance with Generally Accepted Accounting Principles (GAAP):

- I. Financial Statements
- II. Journal Register
- III. General Ledger

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them. This report is offered as a review of your past operations and is a basis for decisions for your future policies. All information included in these financial statements is the representation of the management of St. Joseph Housing Commission.

Respectfully Submitted:

Housing Authority Accounting Specialists, Inc.

**St. Joseph Housing Commission
Low Rent Public Housing
Balance Sheet
As of April 30, 2025**

ASSETS

CURRENT ASSETS

Cash

110 - General Checking	\$ 281,504.92
111 - Cash	2,934.60
114 - Cash-Tenant SD Acct	37,816.05
115 - Petty Cash	250.00

Total Cash 322,505.57

Receivables

126 - Accounts Receivable-Tenants	6,735.84
126.1 - Allowance for Doubtful Accts	(7,104.34)

Total Receivables (368.50)

Other Current Assets

144 - Inter program Due From	5,288.00
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Total Other Current Assets 5,288.00

TOTAL CURRENT ASSETS 327,425.07

NONCURRENT ASSETS

Capital Assets

161 - Land	19,800.00
162 - Buildings	10,827,519.22
163 - Dwelling Equipment	33,900.00
164 - Administrative Equipment	87,537.98
166 - Accumulated Depreciation	(4,721,565.56)
167 - Construction in Progress	500.00

Total Capital Assets 6,247,691.64

Other Noncurrent Assets

200 - Deferred Outflow of Resources	56,759.33
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Total Other Noncurrent Assets 56,759.33

TOTAL NONCURRENT ASSETS 6,304,450.97

TOTAL ASSETS \$ 6,631,876.04

**St. Joseph Housing Commission
Low Rent Public Housing
Balance Sheet
As of April 30, 2025**

LIABILITIES AND EQUITY

LIABILITIES

Current Liabilities

312 - Accounts Payable	\$ 1,643.81
321 - Accrued Wages/Payroll Taxes	4,548.79
322 - Accrued Compensated Absences	8,743.70
333 - Accounts Payable-Other Govnt	33,511.03
341 - Tenant Security Deposits	36,744.00
346 - Accrued Liabilities - Other	<u>14,065.01</u>

Total Current Liabilities 99,256.34

Noncurrent Liabilities

354 - Accrued Compensated Absences-LT	5,269.64
357 - Net Pension Liability	84,753.00
400 - Deferred Inflows	<u>10,915.00</u>

Total Noncurrent Liabilities 100,937.64

TOTAL LIABILITIES 200,193.98

EQUITY

508.1 - Net Investment in Capital Assets 6,266,268.64

Unrestricted Net Position

512.1 - Unrestricted Net Position	190,045.19
Current Year Profit/(Loss) - Public Housing	<u>(24,631.77)</u>

Total Unrestricted Net Position 165,413.42

TOTAL EQUITY 6,431,682.06

TOTAL LIABILITIES/EQUITY \$ 6,631,876.04

**St. Joseph Housing Commission
Low Rent Public Housing
Statement of Revenue & Expense
For the 1 Month and 1 Month Ended April 30, 2025**

	1 Month Ended	1 Month Ended		
	<u>April 30, 2025</u>	<u>April 30, 2025</u>	<u>BUDGET</u>	<u>VARIANCE</u>
Operating Revenue				
Tenant Rental Revenue				
70300 - Tenant Rental Revenue	\$ 38,568.00	\$ 38,568.00	\$ 420,000	\$ 381,432.00
70400 - Other Tenant Revenue	102.30	102.30	2,750	2,647.70
70400.1 - Excess Utilities	0.00	0.00	2,750	2,750.00
Total Tenant Rental Revenue	<u>38,670.30</u>	<u>38,670.30</u>	<u>425,500</u>	<u>386,829.70</u>
HUD PHA Grant Revenue				
70600 - HUD PHA Operating Grant	<u>10,898.00</u>	<u>10,898.00</u>	<u>130,400</u>	<u>119,502.00</u>
Total HUD PHA Grant Revenue	<u>10,898.00</u>	<u>10,898.00</u>	<u>130,400</u>	<u>119,502.00</u>
Other Revenue				
71100 - Investment Revenue	67.73	67.73	500	432.27
71500 - Other Revenue	24.99	24.99	25,000	24,975.01
71500.1 - Nondwelling Rent	0.00	0.00	20,000	20,000.00
Total Other Revenue	<u>92.72</u>	<u>92.72</u>	<u>45,500</u>	<u>45,407.28</u>
Total Operating Revenue	<u>\$ 49,661.02</u>	<u>\$ 49,661.02</u>	<u>\$ 601,400</u>	<u>\$ 551,738.98</u>
Operating Expenses				
Administration				
91100 - Administrative Salaries	\$ 6,704.33	\$ 6,704.33	\$ 90,800	\$ 84,095.67
91200 - Auditing	0.00	0.00	8,000	8,000.00
91400 - Advertising	0.00	0.00	500	500.00
91500 - Administrative Benefits	1,073.27	1,073.27	31,844	30,770.73
91600 - Office Expenses	387.83	387.83	15,000	14,612.17
91600.1 - Communication Expense	537.07	537.07	12,000	11,462.93
91600.2 - Administrative Service Contracts	5,841.98	5,841.98	10,000	4,158.02
91700 - Legal	0.00	0.00	5,000	5,000.00
91800 - Travel	0.00	0.00	500	500.00
91900 - Other-Accounting	0.00	0.00	6,000	6,000.00
Total Administration	<u>14,544.48</u>	<u>14,544.48</u>	<u>179,644</u>	<u>165,099.52</u>
Tenant Services				
92400 - Tenant Services	<u>0.00</u>	<u>0.00</u>	<u>1,000</u>	<u>1,000.00</u>
Total Tenant Services	<u>0.00</u>	<u>0.00</u>	<u>1,000</u>	<u>1,000.00</u>

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission
Low Rent Public Housing
Statement of Revenue & Expense
For the 1 Month and 1 Month Ended April 30, 2025

	<u>1 Month Ended</u> <u>April 30, 2025</u>	<u>1 Month Ended</u> <u>April 30, 2025</u>	<u>BUDGET</u>	<u>VARIANCE</u>
Utilities				
93100 - Water	0.00	0.00	7,000	7,000.00
93200 - Electricity	4,688.33	4,688.33	53,000	48,311.67
93300 - Gas	9,376.68	9,376.68	50,000	40,623.32
93600 - Sewer	0.00	0.00	12,000	12,000.00
93800 - Other Utilities Expense	0.00	0.00	8,000	8,000.00
Total Utilities	<u>14,065.01</u>	<u>14,065.01</u>	<u>130,000</u>	<u>115,934.99</u>
Ordinary Maint. & Operations				
94100 - Maintenance Salaries	4,999.00	4,999.00	63,892	58,893.00
94200 - Materials	368.13	368.13	15,000	14,631.87
94300.01 - Garbage	1,246.22	1,246.22	11,000	9,753.78
94300.02 - Heating & Cooling Contracts	0.00	0.00	25,000	25,000.00
94300.03 - Snow Removal	0.00	0.00	4,000	4,000.00
94300.04 - Elevator Maintenance Contracts	0.00	0.00	20,000	20,000.00
94300.05 - Landscape & Grounds	210.00	210.00	10,000	9,790.00
94300.07 - Electrical Contracts	0.00	0.00	10,000	10,000.00
94300.08 - Plumbing Contracts	0.00	0.00	4,000	4,000.00
94300.09 - Extermination Contracts	225.00	225.00	8,000	7,775.00
94300.10 - Janitorial Contracts	0.00	0.00	500	500.00
94300.11 - Routine Maint. Contracts	0.00	0.00	500	500.00
94300.12 - Misc. Maintenance Contracts	0.00	0.00	15,000	15,000.00
94500 - Maintenance Benefits	1,971.80	1,971.80	26,560	24,588.20
95200 - Protective Service Contracts	165.00	165.00	1,500	1,335.00
Total Ordinary Maint. & Oper	<u>9,185.15</u>	<u>9,185.15</u>	<u>214,952</u>	<u>205,766.85</u>
Insurance & General Expense				
96110 - Property Insurance	14,878.00	14,878.00	60,000	45,122.00
96120 - Liability Insurance	0.00	0.00	5,000	5,000.00
96130 - Workers Comp Insurance	127.15	127.15	2,500	2,372.85
96140 - All Other Insurance	0.00	0.00	5,000	5,000.00
96200 - Other General Expenses	0.00	0.00	2,500	2,500.00
96210 - Compensated Absences	0.00	0.00	5,000	5,000.00
96300 - Payments in Lieu of Taxes	2,416.00	2,416.00	29,000	26,584.00
96400 - Bad Debt - Tenants	0.00	0.00	1,500	1,500.00
97400 - Depreciation Expense	19,077.00	19,077.00	0	(19,077.00)
Total Insurance & General Expense	<u>36,498.15</u>	<u>36,498.15</u>	<u>110,500</u>	<u>74,001.85</u>
Total Operating Expenses	<u>74,292.79</u>	<u>74,292.79</u>	<u>636,096</u>	<u>561,803.21</u>
Operating Income (Loss)	<u>(24,631.77)</u>	<u>(24,631.77)</u>	<u>(34,696)</u>	<u>(10,064.23)</u>
Other Expenses				
97100 - Extraordinary Maintenance	0.00	0.00	5,000	5,000.00
Total Other Expenses	<u>0.00</u>	<u>0.00</u>	<u>5,000</u>	<u>5,000.00</u>
Other Financial Items				
10010 - CFP Operating Transfers	0.00	0.00	44,000	44,000.00
Total Other Financial Items	<u>0.00</u>	<u>0.00</u>	<u>44,000</u>	<u>44,000.00</u>
Total Net Income (Loss)	<u>\$ (24,631.77)</u>	<u>\$ (24,631.77)</u>	<u>\$ 14,304</u>	<u>\$ 38,935.77</u>
Capital Expenditures				
Total Capital Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>0.00</u>

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

**St. Joseph Housing Commission
Capital Fund Grants
Statement of Revenue & Expense
For the 1 Month and 1 Month Ended April 30, 2025**

	1 Month Ended <u>April 30, 2025</u>	1 Month Ended <u>April 30, 2025</u>
Operating Revenue		
HUD PHA Grant Revenue		
Total HUD PHA Grant Revenue	0.00	0.00
Total Operating Revenue	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Operating Expenses		
Administration		
Total Administration	0.00	0.00
Ordinary Maint. & Operations		
Total Ordinary Maint. & Oper	0.00	0.00
Total Operating Expenses	<u>0.00</u>	<u>0.00</u>
Other Financial Items		
Total Other Financial Items	0.00	0.00
Net Income/(Loss)	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Capital Expenditures		
Total Capital Expenditures	0.00	0.00

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission

CAPITAL FUND PROGRAM

	1 Month Ended April 30, 2025	Cumulative April 30, 2025	BUDGET	BALANCE
2023 CFP Grant				
MI28P046501-23				
CFP Expenditures				
1406 - Operations	0.00	42,419.00	0	(42,419.0
1480 - General Capital Activity	0.00	127,793.00	0	(127,793.0
Total Capital Funds Expended	<u>\$ 0.00</u>	<u>\$ 170,212.00</u>	<u>\$ 0</u>	<u>\$ (170,212.0</u>
Grant Funding	<u>0.00</u>	<u>170,212.00</u>	<u>0</u>	<u>(170,212.0</u>
Over/(Under) Funding	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.0</u>
2024 CFP Grant				
MI28P046501-24				
CFP Expenditures				
1406 - Operations	0.00	43,987.75	0	(43,987.7
Total Capital Funds Expended	<u>\$ 0.00</u>	<u>\$ 43,987.75</u>	<u>\$ 0</u>	<u>\$ (43,987.7</u>
Grant Funding	<u>0.00</u>	<u>43,987.75</u>	<u>0</u>	<u>(43,987.7</u>
Over/(Under) Funding	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.0</u>

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission
Journals

14.a

April 1, 2025 - April 30, 2025

Date	Reference	Account	Description	Amount
Journal: Cash Disbursements				
04/01/25	1000	101110	Amazon	(70.19)
04/01/25	1000	10191600	Amazon	70.19
04/02/25	1001	101110	SecurAlarm	(165.00)
04/02/25	1001	10195200	SecurAlarm	165.00
04/03/25	1002	101110	Amazon	(59.84)
04/03/25	1002	10191600	Amazon	59.84
04/04/25	1003	101110	Michigan Gas	(9,376.68)
04/04/25	1003	10193300	Michigan Gas	9,376.68
04/04/25	1004	101110	Google	(57.60)
04/04/25	1004	10191600	Google	57.60
04/14/25	1005	101110	American Electric Power	(4,688.33)
04/14/25	1005	10193200	American Electric Power	4,688.33
04/15/25	1006	101110	Amazon	(44.94)
04/15/25	1006	10194200	Amazon	12.97
04/15/25	1006	10191600	Amazon	31.97
04/15/25	1007	101110	Amazon	(152.00)
04/15/25	1007	10194200	Amazon	152.00
04/15/25	1008	101110	Lowes	(203.16)
04/15/25	1008	10194200	Lowes	203.16
04/15/25	1009	101110	Republic Services	(1,246.22)
04/15/25	1009	10194300.01	Republic Services	1,246.22
04/21/25	1010	101110	City of St Joseph	(5,307.59)
04/21/25	1010	101346	City of St Joseph	5,307.59
04/23/25	1011	101110	Verizon	(98.48)
04/23/25	1011	10191600.1	Verizon	98.48
04/29/25	1012	101110	AT&T	(184.97)
04/29/25	1012	10191600.1	AT&T	184.97
04/03/25	1013	101110	April Payroll	(15,206.87)
04/03/25	1013	10191100	April Payroll	6,704.33
04/03/25	1013	10194100	April Payroll	4,999.00
04/03/25	1013	10191500	April Payroll	1,073.27
04/03/25	1013	10194500	April Payroll	1,971.80
04/03/25	1013	10196130	April Payroll	127.15
04/03/25	1013	101200	April Payroll	331.32
04/30/25	1014	101110	Bank Fees	(75.23)
04/30/25	1014	10191600	Bank Fees	75.23
04/11/25	14835	101110	Double K enterprises	(753.98)
04/11/25	14835	10191600.2	Double K enterprises	753.98
04/11/25	14836	101110	Doubleday Office Products	(83.00)
04/11/25	14836	10191600	Doubleday Office Products	83.00

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission Journals

14.a

April 1, 2025 - April 30, 2025

Date	Reference	Account	Description	Amount
04/11/25	14837	101110	Evergreen Lawn Care	(210.00)
04/11/25	14837	10194300.05	Evergreen Lawn Care	210.00
04/11/25	14838	101110	Housing Insurance Services	(14,878.00)
04/11/25	14838	10196110	Housing Insurance Services	14,878.00
04/14/25	14839	101110	Indiana Electronics & Communications	(253.62)
04/14/25	14839	10191600.1	Indiana Electronics & Communications	253.62
04/11/25	14840	101110	K.A.L. Pest Solutions	(225.00)
04/11/25	14840	10194300.09	K.A.L. Pest Solutions	225.00
04/11/25	14841	101110	R.W. LaPine, Inc	(10,470.00)
04/11/25	14841	101312	R.W. LaPine, Inc	10,470.00
04/11/25	14842	101110	Paul Epple	(604.00)
04/11/25	14842	101312	Paul Epple	604.00
04/14/25	14843	101110	Indiana Electronics & Communications	(500.00)
04/14/25	14843	101167	Indiana Electronics & Communications	500.00
Transaction Balance for Cash Disbursements				0.00

Journal: Cash Receipts

04/30/25	CR101	101110	April Cash Receipts	49,372.11
04/30/25	CR101	10170600	April Operating Subsidy	(10,898.00)
04/30/25	CR101	10171500	Amazon refund	(24.99)
04/30/25	CR101	10171100	Interest on checking	(67.12)
04/30/25	CR101	101126	April TAR Collections	(38,382.00)
04/30/25	CR101	101341	Tenant SD	(305.00)
04/30/25	CR101	101114	Tenant SD	305.00
Transaction Balance for Cash Receipts				0.00

Journal: Journal Entries

04/30/25	DEP	101166	To record monthly estimated depreciation	(19,077.00)
04/30/25	DEP	10197400	To record monthly estimated depreciation	19,077.00
04/30/25	JE301	10170300	To record April charges to tenants per MSO	(38,568.00)
04/30/25	JE301	10170400	To record April charges to tenants per MSO	(102.30)
04/30/25	JE301	101341	To record April charges to tenants per MSO	0.33
04/30/25	JE301	101126	To record April charges to tenants per MSO	38,669.97
04/30/25	JE302	101342	To reverse tenant prepaid rent from 3/31/25	2,696.47
04/30/25	JE302	101126	To reverse tenant prepaid rent from 3/31/25	(2,696.47)
04/30/25	JE303	101111	To record interest and fees on acct	(9.39)
04/30/25	JE303	10171100	To record interest and fees on acct	(0.61)
04/30/25	JE303	10191600	To record interest and fees on acct	10.00
04/30/25	JE304	101142	To record expenses deferred at 3/31/25	(5,088.00)
04/30/25	JE304	10191600.2	To record expenses deferred at 3/31/25	5,088.00
04/30/25	PILOT	10196300	To accrued estimated monthly PILOT expense	2,416.00
04/30/25	PILOT	101333	To accrued estimated monthly PILOT expense	(2,416.00)

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

**St. Joseph Housing Commission
Journals**

14.a

April 1, 2025 - April 30, 2025

Date	Reference	Account	Description	Amount
04/30/25	RT1	1011190	To record units available and leased for current month	106.00
04/30/25	RT1	1011190.1	To record units available and leased for current month	(106.00)
04/30/25	RT1	1011191	To record units available and leased for current month	99.00
04/30/25	RT1	1011191.1	To record units available and leased for current month	(99.00)
			Transaction Balance for Journal Entries	<u>0.00</u>

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission

14.a

General Ledger

April 1, 2025 - April 30, 2025

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period I Balance
101110 General Checking				297,047.51		
04/01/25	1000	1	Amazon		(70.19)	
04/02/25	1001	1	SecurAlarm		(165.00)	
04/03/25	1002	1	Amazon		(59.84)	
04/03/25	1013	1	April Payroll		(15,206.87)	
04/04/25	1003	1	Michigan Gas		(9,376.68)	
04/04/25	1004	1	Google		(57.60)	
04/11/25	14835	1	Double K enterprises		(753.98)	
04/11/25	14836	1	Doubleday Office Products		(83.00)	
04/11/25	14837	1	Evergreen Lawn Care		(210.00)	
04/11/25	14838	1	Housing Insurance Services		(14,878.00)	
04/11/25	14840	1	K.A.L. Pest Solutions		(225.00)	
04/11/25	14841	1	R.W. LaPine, Inc		(10,470.00)	
04/11/25	14842	1	Paul Epple		(604.00)	
04/14/25	1005	1	American Electric Power		(4,688.33)	
04/14/25	14839	1	Indiana Electronics & Communications		(253.62)	
04/14/25	14843	1	Indiana Electronics & Communications		(500.00)	
04/15/25	1006	1	Amazon		(44.94)	
04/15/25	1007	1	Amazon		(152.00)	
04/15/25	1008	1	Lowes		(203.16)	
04/15/25	1009	1	Republic Services		(1,246.22)	
04/21/25	1010	1	City of St Joseph		(5,307.59)	
04/23/25	1011	1	Verizon		(98.48)	
04/29/25	1012	1	AT&T		(184.97)	
04/30/25	1014	1	Bank Fees		(75.23)	
04/30/25	CR101	2	April Cash Receipts		49,372.11	
			Totals for 101110		<u>(15,542.59)</u>	<u>281,504</u>
101111 Cash				2,943.99		
04/30/25	JE303	3	To record interest and fees on acct		(9.39)	
			Totals for 101111		<u>(9.39)</u>	<u>2,934</u>
101114 Cash-Tenant SD Acct				37,511.05		
04/30/25	CR101	2	Tenant SD		305.00	
			Totals for 101114		<u>305.00</u>	<u>37,816</u>
101115 Petty Cash				250.00		
			Totals for 101115		<u>0.00</u>	<u>250</u>
101126 Accounts Receivable-Tenants				9,144.34		
04/30/25	CR101	2	April TAR Collections		(38,382.00)	
04/30/25	JE301	3	To record April charges to tenants per MSO		38,669.97	
04/30/25	JE302	3	To reverse tenant prepaid rent from 3/31/25		(2,696.47)	
			Totals for 101126		<u>(2,408.50)</u>	<u>6,735</u>
101126.1 Allowance for Doubtful Accts				(7,104.34)		
			Totals for 101126.1		<u>0.00</u>	<u>(7,104)</u>
101142 Prepaid Expenses				5,088.00		
04/30/25	JE304	3	To record expenses deferred at 3/31/25		(5,088.00)	
			Totals for 101142		<u>(5,088.00)</u>	<u>0</u>
101144 Inter program Due From				5,288.00		
			Totals for 101144		<u>0.00</u>	<u>5,288</u>
101161 Land				19,800.00		
			Totals for 101161		<u>0.00</u>	<u>19,800.00</u>

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission General Ledger

14.a

April 1, 2025 - April 30, 2025

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period I Balance
101162	Buildings			10,827,519.22		
			Totals for 101162		0.00	10,827,519
101163	Dwelling Equipment			33,900.00		
			Totals for 101163		0.00	33,900
101164	Administrative Equipment			87,537.98		
			Totals for 101164		0.00	87,537
101166	Accumulated Depreciation			(4,702,488.56)		
04/30/25	DEP	3	To record monthly estimated depreciation		(19,077.00)	
			Totals for 101166		(19,077.00)	(4,721,565)
101167	Construction in Progress			0.00		
04/14/25	14843	1	Indiana Electronics & Communications		500.00	
			Totals for 101167		500.00	500
101200	Deferred Outflow of Resources			56,428.01		
04/03/25	1013	1	April Payroll		331.32	
			Totals for 101200		331.32	56,759
101312	Accounts Payable			(12,717.81)		
04/11/25	14841	1	R.W. LaPine, Inc		10,470.00	
04/11/25	14842	1	Paul Epple		604.00	
			Totals for 101312		11,074.00	(1,643)
101321	Accrued Wages/Payroll Taxes			(4,548.79)		
			Totals for 101321		0.00	(4,548)
101322	Accrued Compensated Absences			(8,743.70)		
			Totals for 101322		0.00	(8,743)
101333	Accounts Payable-Other Govnt			(31,095.03)		
04/30/25	PILOT	3	To accrued estimated monthly PILOT expense		(2,416.00)	
			Totals for 101333		(2,416.00)	(33,511)
101341	Tenant Security Deposits			(36,439.33)		
04/30/25	CR101	2	Tenant SD		(305.00)	
04/30/25	JE301	3	To record April charges to tenants per MSO		0.33	
			Totals for 101341		(304.67)	(36,744)
101342	Tenant Prepaid Rent			(2,696.47)		
04/30/25	JE302	3	To reverse tenant prepaid rent from 3/31/25		2,696.47	
			Totals for 101342		2,696.47	0
101346	Accrued Liabilities - Other			(19,372.60)		
04/21/25	1010	1	City of St Joseph		5,307.59	
			Totals for 101346		5,307.59	(14,065)
101354	Accrued Compensated Absences-LT			(5,269.64)		
			Totals for 101354		0.00	(5,269)
101357	Net Pension Liability			(84,753.00)		
			Totals for 101357		0.00	(84,753)

Attachment: April 2025 Financial Statements - M1046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission

14.a

General Ledger

April 1, 2025 - April 30, 2025

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period I Balance
101400	Deferred Inflows			(10,915.00)		
			Totals for 101400		0.00	(10,915.00)
101508.1	Net Investment in Capital Assets			(6,266,268.64)		
			Totals for 101508.1		0.00	(6,266,268.64)
101512.1	Unrestricted Net Position			(190,045.19)		
			Totals for 101512.1		0.00	(190,045.19)
701110	General Checking			7,797.49		
			Totals for 701110		0.00	7,797.49
701347	Interprogram due to			(5,288.00)		
			Totals for 701347		0.00	(5,288.00)
701512.1	Unrestricted Net Position			(2,509.49)		
			Totals for 701512.1		0.00	(2,509.49)
1011190	Unit Months Available			0.00		
04/30/25	RT1	3	To record units available and leased for current month		106.00	
			Totals for 1011190		106.00	106.00
1011190.1	Unit Months Available-contra			0.00		
04/30/25	RT1	3	To record units available and leased for current month		(106.00)	
			Totals for 1011190.1		(106.00)	(106.00)
1011191	Unit Months Leased			0.00		
04/30/25	RT1	3	To record units available and leased for current month		99.00	
			Totals for 1011191		99.00	99.00
1011191.1	Units Leased-Contra			0.00		
04/30/25	RT1	3	To record units available and leased for current month		(99.00)	
			Totals for 1011191.1		(99.00)	(99.00)
5231406	Operations			42,419.00		
			Totals for 5231406		0.00	42,419.00
5231480	General Capital Activity			127,793.00		
			Totals for 5231480		0.00	127,793.00
5231600	2023 Funding			170,212.00		
			Totals for 5231600		0.00	170,212.00
5239800	CFP Contra			(340,424.00)		
			Totals for 5239800		0.00	(340,424.00)
5241406	Operations			43,987.75		
			Totals for 5241406		0.00	43,987.75
5241600	CFP Funding			43,987.75		
			Totals for 5241600		0.00	43,987.75
5249800	CFP Contra			(87,975.50)		

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission

14.a

General Ledger

April 1, 2025 - April 30, 2025

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period I Balan
Totals for 5249800					0.00	(87,975.
10170300	Tenant Rental Revenue			0.00		
04/30/25	JE301	3	To record April charges to tenants per MSO		(38,568.00)	
Totals for 10170300					(38,568.00)	(38,568.
10170400	Other Tenant Revenue			0.00		
04/30/25	JE301	3	To record April charges to tenants per MSO		(102.30)	
Totals for 10170400					(102.30)	(102.
10170600	HUD PHA Operating Grant			0.00		
04/30/25	CR101	2	April Operating Subsidy		(10,898.00)	
Totals for 10170600					(10,898.00)	(10,898.
10171100	Investment Revenue			0.00		
04/30/25	CR101	2	Interest on checking		(67.12)	
04/30/25	JE303	3	To record interest and fees on acct		(0.61)	
Totals for 10171100					(67.73)	(67.
10171500	Other Revenue			0.00		
04/30/25	CR101	2	Amazon refund		(24.99)	
Totals for 10171500					(24.99)	(24.
10191100	Administrative Salaries			0.00		
04/03/25	1013	1	April Payroll		6,704.33	
Totals for 10191100					6,704.33	6,704.
10191500	Administrative Benefits			0.00		
04/03/25	1013	1	April Payroll		1,073.27	
Totals for 10191500					1,073.27	1,073.
10191600	Office Expenses			0.00		
04/01/25	1000	1	Amazon		70.19	
04/03/25	1002	1	Amazon		59.84	
04/04/25	1004	1	Google		57.60	
04/11/25	14836	1	Doubleday Office Products		83.00	
04/15/25	1006	1	Amazon		31.97	
04/30/25	1014	1	Bank Fees		75.23	
04/30/25	JE303	3	To record interest and fees on acct		10.00	
Totals for 10191600					387.83	387.
10191600.1	Communication Expense			0.00		
04/14/25	14839	1	Indiana Electronics & Communications		253.62	
04/23/25	1011	1	Verizon		98.48	
04/29/25	1012	1	AT&T		184.97	
Totals for 10191600.1					537.07	537.
10191600.2	Administrative Service Contracts			0.00		
04/11/25	14835	1	Double K enterprises		753.98	
04/30/25	JE304	3	To record expenses deferred at 3/31/25		5,088.00	
Totals for 10191600.2					5,841.98	5,841.
10193100	Water			0.00		
Totals for 10193100					0.00	0
10193200	Electricity			0.00		

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission General Ledger

April 1, 2025 - April 30, 2025

14.a

Date	Reference	Journal	Description	Beginning Balance	Current Amount	Period Ending Balance
04/14/25	1005	1	American Electric Power		4,688.33	
Totals for 10193200					<u>4,688.33</u>	<u>4,688.33</u>
10193300 Gas				0.00		
04/04/25	1003	1	Michigan Gas		9,376.68	
Totals for 10193300					<u>9,376.68</u>	<u>9,376.68</u>
10194100 Maintenance Salaries				0.00		
04/03/25	1013	1	April Payroll		4,999.00	
Totals for 10194100					<u>4,999.00</u>	<u>4,999.00</u>
10194200 Materials				0.00		
04/15/25	1006	1	Amazon		12.97	
04/15/25	1007	1	Amazon		152.00	
04/15/25	1008	1	Lowes		203.16	
Totals for 10194200					<u>368.13</u>	<u>368.13</u>
10194300.01 Garbage				0.00		
04/15/25	1009	1	Republic Services		1,246.22	
Totals for 10194300.01					<u>1,246.22</u>	<u>1,246.22</u>
10194300.05 Landscape & Grounds				0.00		
04/11/25	14837	1	Evergreen Lawn Care		210.00	
Totals for 10194300.05					<u>210.00</u>	<u>210.00</u>
10194300.09 Extermination Contracts				0.00		
04/11/25	14840	1	K.A.L. Pest Solutions		225.00	
Totals for 10194300.09					<u>225.00</u>	<u>225.00</u>
10194500 Maintenance Benefits				0.00		
04/03/25	1013	1	April Payroll		1,971.80	
Totals for 10194500					<u>1,971.80</u>	<u>1,971.80</u>
10195200 Protective Service Contracts				0.00		
04/02/25	1001	1	SecurAlarm		165.00	
Totals for 10195200					<u>165.00</u>	<u>165.00</u>
10196110 Property Insurance				0.00		
04/11/25	14838	1	Housing Insurance Services		14,878.00	
Totals for 10196110					<u>14,878.00</u>	<u>14,878.00</u>
10196130 Workers Comp Insurance				0.00		
04/03/25	1013	1	April Payroll		127.15	
Totals for 10196130					<u>127.15</u>	<u>127.15</u>
10196300 Payments in Lieu of Taxes				0.00		
04/30/25	PILOT	3	To accrued estimated monthly PILOT expense		2,416.00	
Totals for 10196300					<u>2,416.00</u>	<u>2,416.00</u>
10197400 Depreciation Expense				0.00		
04/30/25	DEP	3	To record monthly estimated depreciation		19,077.00	
Totals for 10197400					<u>19,077.00</u>	<u>19,077.00</u>
Report Total						<u>0.00</u>
Net Profit/(Loss)						

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission
General Ledger

April 1, 2025 - April 30, 2025

14.a

Date	Reference
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Current Period	<u>(24,631.77)</u>
Year-to-Date	<u>(24,631.77)</u>

Distribution count = 80

Attachment: April 2025 Financial Statements - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

**St. Joseph Housing Commission
State/Local Program
Balance Sheet
As of April 30, 2025**

ASSETS

CURRENT ASSETS

Cash	
110 - General Checking	\$ 7,797.49
Total Cash	7,797.49

Receivables	
Total Receivables	0.00

TOTAL CURRENT ASSETS	7,797.49
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Capital Assets	
Total Capital Assets	0.00

TOTAL ASSETS	<u>\$ 7,797.49</u>
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LIABILITIES

Current Liabilities	
347 - Interprogram due to	5,288.00
Total Current Liabilities	5,288.00

Noncurrent Liabilities	
Total Noncurrent Liabilities	0.00

TOTAL LIABILITIES	<u>5,288.00</u>
--------------------------	-----------------

EQUITY

Unrestricted Net Position	
512.1 - Unrestricted Net Position	2,509.49
Total Unrestricted Net Position	2,509.49

TOTAL EQUITY	<u>2,509.49</u>
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TOTAL LIABILITIES/EQUITY	<u>\$ 7,797.49</u>
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St. Joseph Housing Commission
Bank Account Reconciliation Worksheet

14.b

General Checking

April 1, 2025 - April 30, 2025

Reference	Date	GL Account	Description	Amount
Bank Statement Information				
Beginning Bank Balance				334,029.4
Cleared Deposits & Additions				
CR101	04/30/25	Multiple	April Cash Receipts	49,372.1
CR105	03/31/25		March Cash Receipts	277.0
Total				49,649.1
Statement Total				49,649.1
Difference				0.0
Cleared Checks & Payments				
1000	04/01/25	10191600	Amazon	70.1
1001	04/02/25	10195200	SecurAlarm	165.0
1002	04/03/25	10191600	Amazon	59.8
1003	04/04/25	10193300	Michigan Gas	9,376.6
1004	04/04/25	10191600	Google	57.6
1005	04/14/25	10193200	American Electric Power	4,688.3
1006	04/15/25	Multiple	Amazon	44.9
1007	04/15/25	10194200	Amazon	152.0
1008	04/15/25	10194200	Lowes	203.1
1009	04/15/25	10194300.01	Republic Services	1,246.2
1010	04/21/25	Multiple	City of St Joseph	5,307.5
1011	04/23/25	10191600.1	Verizon	98.4
1012	04/29/25	10191600.1	AT&T	184.9
1013	04/03/25	Multiple	April Payroll	15,206.8
1014	04/30/25	10191600	Bank Fees	75.2
14804	02/18/25	101142	HDS	5,088.0
14820	03/17/25	Multiple	City of St Joseph	25.6
14821	03/17/25	Multiple	City of St Joseph	1,000.0
14824	03/25/25	10194300.12	Aramak Inc	2,259.5
14825	03/25/25	10191600	Bank of America	50.8
14826	03/25/25	10191600	Doubleday Office Products	44.0
14827	03/25/25	10194300.09	K.A.L. Pest Solutions	743.0
14829	03/26/25	Multiple	Mid-Country Lawn & Garden	8,964.0
14830	03/26/25	10191600	Nan McKay	239.0
14831	03/26/25	10194300.02	R.W. LaPine, Inc	593.0
14832	03/26/25	10194300.02	State of Michigan	150.0
14833	03/26/25	10194300.12	Summit Fire Protection	759.5
14834	03/31/25	10197100	AAA lead Inspections	9,700.0
14839	04/14/25	10191600.1	Indiana Electronics & Communications	253.6
14842	04/11/25	101312	Paul Epple	604.0
14843	04/14/25	101167	Indiana Electronics & Communications	500.0
Total				67,911.2
Statement Total				67,911.2
Difference				0.0
Ending Bank Balance				315,767.3
Reconciled Bank Information				
Ending Bank Balance				315,767.3
Open Deposits & Additions				
Total				0.0
Open Checks & Payments				
14819	03/17/25	Multiple	City of St Joseph	7,135.8
14828	03/26/25	10194200	Lowes	506.6
14835	04/11/25	10191600.2	Double K enterprises	753.9
14836	04/11/25	10191600	Doubleday Office Products	83.0
14837	04/11/25	10194300.05	Evergreen Lawn Care	210.00

Attachment: April 2025 Bank Reconciliations - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission
Bank Account Reconciliation Worksheet

14.b

General Checking

April 1, 2025 - April 30, 2025

Reference	Date	GL Account	Description	Amount
14838	04/11/25	10196110	Housing Insurance Services	14,878.0
14840	04/11/25	10194300.09	K.A.L. Pest Solutions	225.0
14841	04/11/25	101312	R.W. LaPine, Inc	10,470.0
Total				<u>34,262.4</u>
Reconciled Bank Balance				<u><u>281,504.9</u></u>

General Ledger Information

Unadjusted General Ledger Balance 281,504.9

Adjustments

Total 0.0

Adjusted General Ledger Balance 281,504.9

Bank Account Reconciliation Summary

Bank Statement Information

Beginning Bank Balance	334,029.4
+ Cleared Deposits & Additions	49,649.1
- Cleared Checks & Payments	<u>67,911.2</u>
Ending Bank Balance	315,767.3

Reconciled Bank Information

+ Open Deposits & Additions	0.0
- Open Checks & Payments	<u>34,262.4</u>

Reconciled Bank Balance

281,504.9

General Ledger Information

Unadjusted General Ledger Balance	281,504.9
+/- Total Adjustments	<u>0.0</u>

Adjusted General Ledger Balance

281,504.9

Unreconciled Amount

0.0

Cleared Deposits & Additions count = 2
Cleared Checks & Payments count = 31
Open Deposits & Additions count = 0
Open Checks & Payments count = 8
General Ledger Adjustment count = 0

Attachment: April 2025 Bank Reconciliations - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission
Bank Account Reconciliation Worksheet

14.b

SD Checking
April 1, 2025 - April 30, 2025

Reference	Date	GL Account	Description	Amount
Bank Statement Information				
Beginning Bank Balance				37,511.00
Cleared Deposits & Additions				
CR101	04/30/25		April Cash Receipts	305.00
Total				305.00
Statement Total				305.00
Difference				0.00
Cleared Checks & Payments				
Total				0.00
Statement Total				0.00
Difference				0.00
Ending Bank Balance				37,816.00
Reconciled Bank Information				
Ending Bank Balance				37,816.00
Open Deposits & Additions				
Total				0.00
Open Checks & Payments				
Total				0.00
Reconciled Bank Balance				37,816.00
General Ledger Information				
Unadjusted General Ledger Balance				37,816.00
Adjustments				
Total				0.00
Adjusted General Ledger Balance				37,816.00
Bank Account Reconciliation Summary				
Bank Statement Information				
Beginning Bank Balance				37,511.00
+ Cleared Deposits & Additions				305.00
- Cleared Checks & Payments				0.00
Ending Bank Balance				37,816.00
Reconciled Bank Information				
+ Open Deposits & Additions				0.00
- Open Checks & Payments				0.00
Reconciled Bank Balance				37,816.00
General Ledger Information				
Unadjusted General Ledger Balance				37,816.00
+/- Total Adjustments				0.00
Adjusted General Ledger Balance				37,816.00
Unreconciled Amount				
				0.00
Cleared Deposits & Additions count = 1				
Cleared Checks & Payments count = 0				
Open Deposits & Additions count = 0				
Open Checks & Payments count = 0				

Attachment: April 2025 Bank Reconciliations - MI046 (10822 : St. Joseph Housing Commission Monthly Update)

St. Joseph Housing Commission
Bank Account Reconciliation Worksheet

14.b

SD Checking
April 1, 2025 - April 30, 2025

Reference	Date	GL Account
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General Ledger Adjustment count = 0

Attachment: April 2025 Bank Reconciliations - MI046 (10822 : St. Joseph Housing Commission Monthly Update)



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Kristen Gundersen, Community Development Director

RE: Zoning Ordinance Amendment - Sections 18.2.6, 16.2.7.C - Table 18-1 Parking Standards = City of St. Joseph - Second and Final Reading

MEETING DATE: June 9, 2025

On May 28 the City Commission concurred with the Planning Commission's unanimous May 1 recommendation related to changes to Section 18.2.6 and 18.2.7.C - Table 18-1 Parking Standards of the zoning ordinance. Since November 2023, the Planning Commission has been regularly discussing changes to Table 18-1 and Section 18.2.6 Measurements and Calculations. Currently Table 18-1 has 7 groups and a total of 90 specific use categories. Concerns regarding Table 18-1 include:

1. Measurement of building area is not uniform and currently relies on useable floor area; gross floor area; floor area; bench seating with reference 18" or 24" depending on use category; or employee count when determine required on-site parking;
2. Similar uses have different parking requirement formulas;
3. Use categories are redundant (i.e., hotels and motels with individual listings);
4. Minimal references to Table 4-1 Classes, Definitions and Examples of Uses Permitted; and
5. Formulas found in Table 18-1 generate additional parking is not necessary.

To address concerns listed above the draft adopting ordinance does the following:

1. Creates one definition of "square feet" to be used for calculating the area of the building. This eliminates confusion for parking when designing a speculative building. In addition, the terms "Durable Goods" and "Nondurable Goods" were defined as they are introduced into the revised Table 18-1. Lastly, bench seating was increased from 18" to 24" to create consistency within Table 18-1.
2. Table 18-1 was completely revamped as follows:
 - a. Decreased 90 use categories to 28 use categories while relying on Table 4-1 Classes, Definitions and Examples of Uses Permitted for descriptions.
 - b. In several cases the parking formula proposed decreases the required on-site parking. Multiple family dwellings decreased from 2.0 spaces to 1.25 spaces and dwellings located in the D Downtown District when required decreased from 1.5 spaces to 1.0 spaces.

- c. The use categories of Business Service Establishments; Medical Service Establishment, small; Office Establishments; Social Institutions, light/office utilizes the same parking formula as Convenience Retail Establishments; General Retail Establishments limited Nondurable Goods. Currently several formulas are used which limit the opportunity for change of use when a new business moves into a vacant space where less parking was required.
- d. Food and Drink Service Establishments now include taverns and bars with one formula used based on the square footage of the building is used. Currently, restaurants and bars rely on different formulas for calculating required on-site parking.
- e. Indoor and Outdoor Entertainment uses were combined based on type of seating, use of lanes or table and amusement parks.

The Planning Commission started to review possible changes to Article XVIII Off-Street Parking and Loading along with Section 3.26 Access Management Standards of the zoning ordinance in November 2020. While some progress had been made to update the existing language, other Planning Commission work took precedence which slowed the discussions. As time went on, staff believed addressing Table 18-1 Parking Standards could easily be completed due to previous research completed and Planning Commission discussions regarding parking standards/requirements and would be beneficial to commercial/office and industrial property owners, businesses and possible developers.

To better understand existing on-site parking needs, staff compiled existing building square footages along with on-site parking counts for several typical office, medical, retail, and industrial uses located within the city. Spreadsheets were created and calculations run using different parking formulas, before the Planning Commission made the final recommended changes. The information can be found in the November 2024 Planning Commission agenda packet which includes information from December 2022 and January 2023. Staff continued reviewing and studying parking for multiple family developments and completed a study that is found in the January and March 2025 agenda packets. Lastly information pertaining to auditorium seating was included in the May 2025 packet.

The proposed changes do not alter parking provided for existing buildings. In some cases, a property owner could remove parking under the new formulas proposed if there is excess on-site parking. The changes are believed to help new development by decreasing on-site parking construction. With the exception of hotels and some residential dwellings, buildings and uses located within the D Downtown District are not required to provide on-site parking as the city owns several public parking lots within close proximity. The Planning Commission concurred early on that they did not want to eliminate parking minimums as there was concern about developers not providing sufficient on-site parking and parking encroaching into residential neighbors in some areas.

Previous discussions to Article XVIII included ability to landbank parking for the future (space not developed but designed for all of the required parking); fee-in-lieu of providing on-site parking in certain areas; provisions for existing buildings to expand while not providing additional parking; bicycle parking along with EV charging for larger buildings; and streamlining and relocating Section 3.26 Access Management Standards into Article XVIII for improved access. These changes are not part of the request today.

Code Provisions for Amendments

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

Below is Section 22.3 Factors to Consider on 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.

If the City Commission approves the second reading of the draft Ordinance, it 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 an ordinance to amend Art. XVIII, "Off-Street Parking and Loading" Section 18.2.6 "Measurement and Calculations" to define square feet, nondurable goods, and durable goods and to modify the definition of seating capacity; and Section 18.2.7.C, Table 18-1 "Parking Standards" to modify "use" categories to correspond with the "uses classes" in Table 4-1, standardize parking formulas, and reduce some parking requirements 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."

ZONING ORDINANCE AMENDMENT - SECTIONS 18.2.6, 16.2.7.C - TABLE 18-1 PARKING STANDARDS = CITY OF ST. JOSEPH - SECOND AND FINAL READING

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

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

1. Article XVIII. “Off Street Parking and Loading” Sec. 18.2.6 “Measurements and Calculations” is amended to read as follows:

18.2.6. *Definitions, Measurements, and Calculations.*

A. *Employees.* Requirements for parking stated in terms of employees shall be based upon the maximum number of employees likely to be on the premises during the largest shift.

B. *Fractional Space.* When a calculation determining the number of required parking spaces results in a fractional space, any fraction to and including one-half shall be disregarded and fractions over one-half shall require one parking space.

C. *Goods:*

i. *Durable Goods:* those goods that are typically more expensive due to their longevity. Examples include appliances, furniture and vehicles.

ii. *Nondurable Goods:* those goods that are “consumed” or used up, in a shorter time period. Examples of nondurable goods include clothing, food, household items, paper products, clothing, and light bulbs.

D. *Seating Capacity.* When benches or other similar seating is used, each 24 inches of that seating shall be counted as one seat, unless Table 18-1 specifies otherwise.

E. *Square feet.* the total area of a building measured by taking the outside dimensions of the building at each floor intended for occupancy, without deductions, except for area devoted for enclosed off-street parking or loading facilities which includes maneuvering space and drive aisles. In the case where an interior building wall separates two users, the square footage shall be measured from the inside face of such an inside wall.

2. Article XVIII. “Off Street Parking and Loading ” Sec. 18.2.6 (C) “Measurements and Calculations” “Parking Standards Table” is amended to read as follows:

C. *Parking Standards Table.* Table 18-1 presents the parking required for each use based on the size and/or occupancy of each use. Parking regulations for planned unit developments are based on the mix of proposed uses, or most similar uses, as further described in Art. XIII.

Table 18-1

Parking Standards	
USE	NUMBER OF MINIMUM PARKING SPACES PER UNIT OF MEASURE
Auditoriums and gyms (incidental to) schools, Religious Institutions of similar use with fixed seats	One space for every four individual seats or eight feet of bench.
Auditoriums (other than incidental to schools and Religious Institutions), Public Buildings or Social Institutions, or buildings of similar use without fixed seats	One space for every six persons of legal capacity as established by local, county or state fire, Building or health codes.
Business Service Establishments; Medical Service Establishments, small; Office Establishments; Social Institutions, light/office	One space for each 350 square feet.
Community Residential Care Facilities providing 24-hour care, Institutions for human care and habitation, Medical Service Establishments, large	One space for each 800 square feet.
Convenience Retail Establishments; General Retail Establishments limited to Durable Goods	One space for each 800 square feet.
Convenience Retail Establishments; General Retail Establishments limited to Nondurable Goods	One space for each 350 square feet.
Dangerous Chemicals: Manufacturing, Storage and/or Distribution, Industrial Service Establishments, Manufacturing Establishments, Utility and Public Service Installations or Wholesale Trade Establishments	One space for each 1,000 square feet plus required parking for office space.
Drive-through Establishments - stacking requirements	Five vehicle stacking spaces being the size of a parking space on private property per ordering window/board or lane. In the case of automatic carwashes that accommodate more than one vehicle the number of stacking spaces will be determined by dividing the length of the carwash by 20. In addition,

	parking for principal use is required.
Educational Institutions - elementary and middle school	Three and one-half per classroom, plus separate parking where the school contains an auditorium and/or stadium or gym.
Educational Institutions - high school and college	One space for every employee, plus one space for each five students.
Facilities for the Dead	One space for each four persons allowed within the maximum occupancy load as established by local, county or state fire, building or health codes.
Food and Drink Service Establishments	One space for each 100 square feet of building space plus one space for each 250 square feet of designated outdoor food and drink seating areas.
Group Housing Establishments	One space for each bedroom or each two occupants of the structure, whichever is greater.
Indoor or Outdoor Entertainment Establishments - amusement center, arcade, go cart track, theme park, water park	One space for each four persons allowed within the maximum occupancy load as established by local, county or state fire, building or health codes.
Indoor or Outdoor Entertainment Establishments - ax throwing, billiard hall, bowling alleys, golf driving range, miniature golf or par-3 course, racquet courts, rifle and archery range	Four spaces for each alley, court, hole, tee or table plus space for each accessory use, such as food and drink establishments.
Indoor or Outdoor Entertainment Establishments - Marinas and boat launch areas	One and one-half spaces per boat mooring slip or 25 spaces per boat launch area.
Indoor or Outdoor Entertainment Establishments - stadiums and sport arenas - ballfields, ice arenas, soccer facilities, theaters	One space for every four seats or eight feet of bench.
Lodging/Accommodations - Bed and Breakfast establishments	One space for each guest room, plus two spaces for the owners/operators.
Lodging/Accommodations - Hotels or motels	One space for each guest room, plus 50% of required parking for accessory uses when not located in the D Downtown District.
Lodging/Accommodations - Short-term Rental	One space for each Dwelling Unit, plus one-half space per sleeping room in excess of one in each dwelling unit, rounding fractions up for each dwelling unit. Dwelling units in the D Downtown District may be exempt from parking requirements under section 18.2.12 and may provide required parking on-site or leased off-site within the D Downtown District.

Multiple-family Dwellings	One and one quarter spaces for each dwelling unit, except in the D Downtown District one space for each dwelling unit.
Personal Service Establishment, Community Residential Care Facilities stays less than 24-hours, Repair Service	One space for each 400 square feet
Public Buildings	One space for each 500 square feet plus auditorium seating.
Religious Institutions	One space for each four seats or eight feet of bench in the main unit of worship.
Research, Development and Scientific Establishments	One space for each 500 square feet.
Single- and two-family dwellings or Manufactured Housing Park or Mobile Home Park	Two spaces for each dwelling unit, except in the D Downtown District one space for each dwelling unit.
Social Institution Establishments - medium/heavy	One space for each 800 square feet.
Vehicle Sales and Service Establishments and Waterfront Sales and Services	One space for each 800 square feet

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.



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Cameron Welch,

RE: Special Event Application - Berrien County Sheriff's Office Peer Support 5K

MEETING DATE: June 9, 2025

The Berrien County Sheriff's Office is requesting permission to host the Peer Support 5K in St. Joseph on Saturday, September 13, 2025. Setup will begin around 7:30 a.m., with the race starting promptly at 9:00 a.m. The race will follow the established route used for the recent Race for YMCA 5K, beginning at the Arboretum, continuing along Lions Park Drive, and then circling back through the Howard Trail.

Action requested: Motion to approve the Berrien County Sheriff's Office Peer Support 5K special event application as presented and to direct staff to issue a special event permit.

ATTACHMENTS:

- Berrien County 5K Application (PDF)
- 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

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: Berrien County Sheriff's Office Peer Support 5K
Sponsoring Organization (if applicable): Berrien County Sheriff's Office
Mailing/billing Address: 919 Port St
City/State/ZIP Code: St. Joseph, MI 49085
Contact person(s): Katie VanKampen
Business phone: _____ Cell phone: 269-486-0860 Fax: _____
E-Mail Address(es): kvankamp@berriencounty.org

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: _____
Saturday, September 13, 2025 approximately 0900- 1200

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

- If yes, please provide the alternative date(s): Saturday, September 20, 2025

3. Please describe the event(s): A 5K run that follows the route to and from Lions Park Beach

4. What is the requested location(s) of the event(s): Water St, Vine St, Broad St, Lake St, Lions Pk Dr

Revised 06/14/2022

(continue to page 17)

Packet Pg. 97

Attachment: Berrien County 5K Application (10835 : Special Event Application - Berrien County Sheriff's Office Peer Support 5K)

*** 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.

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.

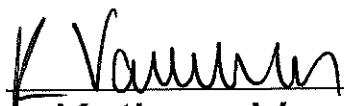
18. **Please attach a separate sheet detailing** any aspects of the event that are not specifically addressed in this form but of which the City Commission should be aware to make a fully informed decision with regard to approval of the proposed event.

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: Kathryn VanKampen

Date: 05-08-25



Race for YMCA 5K/10K

5K- Red
10K- Purple



Parking available
at Court House
parking lot.
Check-in and
registration located
at Margaret Upton
Arboretum at
bottom of Court
House stairwell.

When exiting
Howard Trail, 5K
will turn left
onto Park St. and
10K will turn right
onto Park St.

Staff Review and Comments

Special Event: Berrien County Sheriff's Office Peer Support 5K

Date: September 13

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: Ben Reynnells, Finance Director

RE: BS&A Cloud Upgrade Agreement

MEETING DATE: June 9, 2025

BS&A Software, LLC is the provider for the City's enterprise resource planning software called BS&A.Net. The city uses the General Ledger, Accounts Payable, Cash Receipting, Accounts Receivable, Fixed Assets, Payroll, Human Resources, Timesheets, Building Department, Assessing and Utility Billing modules. The city also uses the Tax module, but that specific module is paid for and maintained by Berrien County. In addition, the city also uses their credit card payment processing software, BS&A Payments.

The current version of the software was released in 2008. BS&A has stopped implementing the version of the software the city is currently using, and is moving all new customers to the BS&A Cloud version. Eventually, the city will be forced to upgrade to BS&A Cloud, but has chosen to upgrade now so we can control the timing and cost.

Being a newer product, there are many differences from BS&A Cloud and BS&A.Net. Some of the biggest benefits will be realized by improving processes that are currently handled through manual journal entries and worksheets. Another big benefit for the upgrade to Cloud is that the City will no longer need dedicated servers or IT personnel to maintain the dedicated hardware required by BS&A.Net. Another big benefit is having each module unified as a centralized data base enabling easier transitions across modules. Some other smaller benefits include better access of the data tables from Excel, more functions and capabilities from each module, easier remote access, BS&A Payments integration into BS&A Cloud, automatic updates, and better workflow capabilities.

The agreement includes dedicated on site time with BS&A trainers. The total allotted cost for the training is \$55,200, but this total cost is a maximum. If city staff doesn't require the full allotted training, we are not forced to use it. The agreement also includes dedicated project management and implementation services by BS&A for a cost of \$28,200. Both of these expenses are for project implementation, and together total \$83,400.

In addition to the implementation expenses of project management and training, this agreement also stipulates the annual per module fee. All of the modules added together total \$53,460 per year.

	FY25 BS&A.Net	Est FY26 BS&A.Net	FY26 Cloud	% Increase
GL - General Ledger	1,328.00	1,392.00	3,320.00	138.5%
AP - Accounts Payable	1,110.00	1,164.00	2,705.00	132.4%
CR - Cash Receipting	1,110.00	1,164.00	3,015.00	159.0%
AR - Accounts Receivable	1,155.00	1,211.00	2,525.00	108.5%
FA - Fixed Assets	1,110.00	1,164.00	2,460.00	111.3%
PR - Payroll	2,752.00	2,885.00	4,505.00	56.2%
HR - Human Resources	1,040.00	1,090.00	3,135.00	187.6%
TS - Timesheets	684.00	717.00	2,025.00	182.4%
BD - Building Department	3,521.00	3,691.00	5,425.00	47.0%
ASG - Assessing	1,982.00	2,078.00	5,145.00	147.6%
UB - Utility Billing	11,066.00	11,600.00	19,200.00	65.5%
	26,858.00	28,156.00	53,460.00	89.9%

Action Requested: Motion to approve the BS&A Cloud upgrade agreement, including \$83,400 for project implementation and training costs, as well as \$53,460 for software annual fees, and to direct the City Manager to execute an agreement with BS&A pending City Attorney contract approval.

ATTACHMENTS:

- St Joseph City Berrien - Customer Terms and Conditions 6.2.25 (PDF)

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of St. Joseph, Berrien County MI	Sponsor Contact:
Billing Address:	Sponsor Phone:
Accounts Payable Email:	Sponsor Email:

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
“Usage Limitations”:	
<input type="checkbox"/> <i>Number of Authorized Users:</i> [INSERT # OF SEATS] <input type="checkbox"/> <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$53,460 payable [annually].
Professional Services (if any): \$83,400	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

BS&A SOFTWARE, LLC

CITY OF ST. JOSEPH

Name: _____

Title: _____

Name: _____

Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.12 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **"Usage Limitations"** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the term of this Agreement, or as otherwise stated herein, BS&A will maintain insurance with carriers admitted to do business in the State of Michigan with an AM Best rating of A or above, and provide proof of the same to the City upon request, with no less than the following limits. The coverage afforded by BS&A will be considered to be primary and any other insurance the City may have in effect shall be considered secondary and/or excess. The stated insurance requirements shall not be interpreted to limit the liability of BS&A, beyond the limitations imposed in Section 13.

6.1 Worker's Compensation Insurance, including employers' Liability coverage, in accordance with Michigan law.

6.2 Commercial General Liability Insurance on an 'Occurrence Basis' with limits of liability not less than one million dollars (\$1,000,000) per occurrence and aggregate for Combined Single Limit Personal Injury and Property Damages, and shall include Broad Form General Liability Coverage. The Commercial General Liability Insurance shall include an endorsement stating the following shall be Additional Insureds: 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.

6.3 Motor Vehicle Liability Insurance, including Michigan No-Fault coverages, with limits not less than one million dollars (\$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.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("Fees") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase may be at least five percent (5%) as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to

comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Software Warranty. BS&A represents and warrants that, during the Initial Term, the Platform will

perform in all material respects in accordance with the Software Documentation and Demonstration version of the software. In the event of a breach of the foregoing warranty of which BS&A is notified in writing by Customer, BS&A will use commercially reasonable efforts to remedy the defect within a reasonable period of time given the nature of the error and the prioritization as determined by BS&A.

11.3 Disclaimer of Other Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 11 THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) gross negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND

OTHERWISE EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Michigan in each case located in Berrien County, Michigan and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or

the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.13 Nondiscrimination. BS&A shall not discriminate in the provision of services or accommodations, or 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 this Agreement.

EXHIBIT B
PRICING SHEET

Upgrade Cloud Modules - Annual Fee

Financial Management

GL-General Ledger	\$3,320.00
AP-Account Payable	\$2,705.00
CR-Cash Receipting	\$3,015.00
AR-Account Receivables	\$2,525.00
FA-Fixed Assets	\$2,460.00
Total	\$14,025.00

Personnel Management

PR-Payroll	\$4,505.00
HR-Human Resources	\$3,135.00
TS-Timesheets	\$2,025.00
Total	\$9,665.00

Community Development

BD-Building Department	\$5,425.00
Total	\$5,425.00

Property

ASG-Assessing	\$5,145.00
Total	\$5,145.00

Utility Billing

UB-Utility Billing		\$19,200.00
	Total	\$19,200.00
Subtotal		\$53,460.00

Project Management and Implementation Planning**Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

Total **\$28,200.00**

Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Setup Days

ITS Setup - FM	Setup Days: 2	\$2,400.00
ITS Setup - HRIS	Setup Days: 1	\$1,200.00
ITS Setup - CD	Setup Days: 3	\$3,600.00
ITS Setup - Property	Setup Days: 1	\$1,200.00
ITS Setup - UB	Setup Days: 1	\$1,200.00
Total Setup Days: 8		Subtotal: \$9,600.00

Training Days

ITS Training - FM	Training Days: 5	\$6,000.00
ITS Training - HRIS	Training Days: 12	\$14,400.00
ITS Training - CD	Training Days: 8	\$9,600.00
ITS Training - Property	Training Days: 1	\$1,200.00
ITS Training - UB	Training Days: 12	\$14,400.00
Total Training Days: 38		Subtotal: \$45,600.00
Total Days: 46		Total: \$55,200.00

Cost Totals

Cloud New Purchase – <i>Annual Fee</i>	Subtotal	\$53,460.00
Project Management and Implementation Planning	Subtotal	\$28,200.00
Implementation and Training	Subtotal	\$55,200.00
Total Proposed		\$136,860.00

Estimated Travel Expenses are NOT outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

\$160/\$185/\$225 per day hotel, varies by state
 \$90 per day car rental
 \$70 per day meals
 \$730 per trip airfare/related expenses
 \$0.70/mile round trip for drive distance



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Kristen Gundersen, Community Development Director

RE: FEMA - Berrien County August 30, 2024 Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) - 90 Day Appeal Process starting June 6, 2025

MEETING DATE: June 9, 2025

As you may recall on November 14, 2024, FEMA held an open house at the Benton Harbor Public Library regarding the preliminary Flood Insurance Rate Map (FIRM) and Flood Insurance Study dated August 30, 2024. Several staff attended the open house along with owners of property along the St. Joseph River.

The updated maps for Berrien County highlight several streams and flooding sources, including the PawPaw River and the St. Joseph River in the City. The updates span 34 Flood Insurance Rate Maps (FIRM) panels and cover 29 communities, including 7 charter townships, 11 townships, 6 cities and 5 villages.

Prior to the open house the city's website was updated to include links to the August 30, 2024 Preliminary maps and study along the interactive Flood Map Changes Viewer and additional information has been added. Some City staff compared the existing and preliminary FIRM and found little change. Property owners are encouraged to view FEMA's documents as it relates to their individual properties.

The Mayor and staff have received written notice that the 90-day appeal period will begin after legal notice is completed in the Herald Palladium on May 30th and on or around June 6th. The FEMA letter dated May 22, 2025 explains the type of information required to make an appeal. Any appeal information from a property owner must be forwarded to the City of St. Joseph - Community Development Director who is required to pass along to FEMA before the end of the 90-day appeal period. Based on the second legal notice appearing on June 6, 2025 the 90 period would end the week of August 31st. In order for city staff to present the information to FEMA as required, staff requests all written appeal comments and supplemental research materials be received no later than Monday, August 25, 2025.

FEMA will review any appeal comments received before finalizing the maps. Once finalized there is a specific date when they become effective. The City will need to adopt the new maps. The current FEMA floodplain maps are found in the Zoning Ordinance and dated April 25, 2024. The new maps will require the Planning Commission hold a public hearing before making a recommendation to the City Commission. The City Commission will receive the recommendation and have two readings on an adopting ordinance. Please note neither the Planning Commission nor the City Commission will be able to modify the final maps.



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Laurie Schmidt, City Attorney

RE: Request for Closed Session

MEETING DATE: June 9, 2025

The City Attorney requests that the City Commission enter into a closed session for the review and discussion of a confidential legal opinion the City Attorney authored containing legal advice and opinions subject to the attorney-client privilege pursuant to MCL 15.268(h) and MCL 15.243(1)(g).

Action Requested: That the St. Joseph City Commission go into closed session with Attorney Laurie Schmidt for review and discussion of a confidential legal opinion she authored containing legal advice and opinions subject to the attorney-client privilege pursuant to MCL 15.268(h) and MCL 15.243(1)(g).



Agenda Item

TO: Members of the St. Joseph City Commission

FROM: Laurie Schmidt, City Attorney

RE: Return to Open Session

MEETING DATE: June 9, 2025

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: To return to open session.