



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

**AGENDA**  
**September 8, 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.**

1. Call to Order
2. Order of Business
3. Pledge of Allegiance
4. Announcements
5. Approval of Agenda
6. Public Comment - For Items on the Consent Agenda, or Not on the Agenda - Please Limit Comments to Three Minutes
7. Consent Agenda
  - 7.a Minutes of August 25, 2025
  - 7.b [New Board Appointments](#)
  - 7.c [Peddler Application](#)
  - 7.d [Tree Trimming and Removal](#)
  - 7.e [Invoice and Tax Disbursements](#)
8. Old Business
  - 8.a [Text Amendment - Section 9.8.2 MS-OD Main Street Overlay District - District Boundaries and Descriptions - Graham Kutcek - Second and Final Reading](#)
9. New Business
  - 9.a [Dickinson Park Restroom Project](#)
  - 9.b [Purchase of Excavator](#)
  - 9.c [City Parks Sign Fabrication Contractor](#)
  - 9.d [Special Event Application - Downtown Spooktacular](#)
10. Reports

11. City Manager Comments
12. City Commission Comments

Minutes of the St. Joseph City Commission Meeting held in the Commission Chambers 700 Broad Street, St Joseph, MI 49085, on August 25, 2025.

## Call to Order

The meeting was called to order at 6:02 PM by Mayor Brook Thomas.

Attendee Name	Title	Status
Brook Thomas	Mayor	Present
Michele Binkley	Mayor Pro Tem	Present
Michael Sarola	Commissioner	Present
Michael Fernandez	Commissioner	Present
Tess Ulrey	Commissioner	Present

## Announcements

### Order of Business

#### Pledge of Allegiance

#### Approval of Agenda

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

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Tess Ulrey, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

#### Public Comment - For items on the Consent Agenda or Not on the Agenda - Please Limit Comments to Three Minutes

Lois Goldrick, a City resident, expressed safety concerns for pedestrians crossing Main Street near Pleasant Street. She provided some suggestions for helping pedestrians get across the street more safely.

### Consent Agenda

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

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Michael Sarola, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

#### Meeting Minutes of August 11, 2025

Approved the Meeting Minutes of August 11, 2025, as presented.

#### Invoice and Tax Disbursements

Approved the invoice and tax disbursements.

#### Quarterly Investment Report PA 20

#### Seasonal Vendor Application - Private Property - Chick-Fil-A

Approved the seasonal vendor application for Chick-fil-A of Benton Harbor, MI, from Justin Barnes and Gypsy Martinez, to operate as a seasonal vendor on the private lot at 300 Main St., pending receipt of updated information, payment of vending fees, and authorization for the City Clerk to issue a seasonal permit once all requirements are met.

#### **John E.N. Howard Bandshell Painting**

Approved the sand blasting and painting of the John E.N. Howard Bandshell from the bid of BlasTek, of Shelbyville, MI, to be paid out of the Band Fund and authorized the City Manager to execute the appropriate documents.

#### **2024 Public Engagement Report**

### **Old Business**

#### **The Marquette Purchase Agreement**

City Manager Emily Hackworth stated that the City has been working with the Rienks Group since the passage of a Resolution of Conditional Support for the sale of the City-owned real estate on the northeast corner of Broad Street and Lake Boulevard, currently used as a surface parking lot. Hackworth explained that with this resolution in place, the Property Subgroup and staff have worked with the Rienks Group to draft an agreement for the sale of the property. She stated that the proposed 100-unit mixed-use project, which includes some market-rate apartments, is aligned with the City's Economic Development Strategy and the Downtown Vision Master Plan.

Peter Rienks, with The Rienks Group, presented a slideshow summarizing the proposed Marquette project. Rienk explained the specific plans for the 100 units, made up of 68 market-rate apartments on the middle three floors, 32 condos on the upper three floors, green spaces, a minimum of 157 ground-level and underground parking spaces, including 57 public spaces, and 12,000 square feet of retail space on the ground floor. He advised on the economic impact of the \$55 million investment that will increase tax revenue and create 50 new jobs. Rienks showed pictures of the exterior architectural renderings from different angles and explained how this project aligns with the City's Downtown Master Plan and the City's goals.

Terry Molloy, with The Rienks Group, spoke on the regional housing shortage and cited two Cornerstone Alliance studies that indicated a need for more housing in St. Joseph. He advised that the study recommended St. Joseph would need 900 housing units over the next five years to forestall the already ongoing population decline and to meet existing demand. Molloy explained that when housing demands are not met, you have out-migration of professionals, increased prices because of limited supply, and difficulty attracting businesses. He described Market Rate Housing, explaining how data from the State of Michigan is used to set rates based on 100% and 120% of the area median income, through MSHDA. He also noted that they are not allowing any short-term rentals in the apartments.

Rienks stressed that having 68 market-rate apartments is a critical part of their project; they need to help the seasonality of St. Joseph and bring people downtown every day. Peter Rienk described the classical architecture design of The Marquette and compared it to existing downtown buildings, which feature limestone facades. He explained how the existing buildings serve as a source of inspiration for The Marquette. Rienk showed pictures of modern architecture, illustrating how different they look compared to classical. He noted that The

Marquette would be the fourth-tallest building in downtown, at 80' tall.

Hackworth explained that the draft purchase agreement presented outlines the details of a potential sale. She advised it includes the purchase price, expectations for a closing date and financing, public parking requirements, and right of first refusal. She stated that the Rienks Group also plans to pursue a brownfield redevelopment TIF, and if approved, additional details would be approved through it.

Mayor Thomas explained that the ideas presented are not finalized yet and clarified that they are only approving the sale of the lot. Hackworth agreed but pointed out that the purchase agreement does include details such as the number of condominium and apartment units, the area median income caps on the apartments, parking requirements, and maintaining 57 public parking spaces in perpetuity.

Commissioner Binkley asked the developers what assurance they can provide that the building will be completed. Rienks stated that there are multiple layers of due diligence. He advised that the bank would ensure the engineering is fully complete and has been vetted, and that the necessary approvals and equity are in place. He also described the 'all-star team' of consultants, tax advisors, and attorneys that they have assembled to support them and reduce possible risks.

Mayor Thomas asked if they had explored the option of a performance bond. Rienks explained that they are considering it, and it is a great way to hold the contractors accountable, but it adds significant cost. He noted this was something they could further discuss as part of the development agreement.

Commissioner Binkley acknowledged that there are still a lot more things that could happen. Rienks agreed and added that the purchase agreement includes conditions precedent to closing.

Commissioner Fernandez stated there are more milestones to cross and explained how the lot will be turned into homes for more people, and the public will not lose any of the existing parking spaces, highlighting that this is a much better use of the space and it will only enrich the City's downtown.

The Commission received 17 public comments from business owners and representatives, Cornerstone Alliance representative, DDA representative, and city residents. Many spoke in favor of the project, while others were opposed, expressing general concerns about the development. Comments included appreciation for the informational session held by The Rienks Group at the library, support for new development in the City with the hope it will attract more full-time residents, desire to see the City grow, and belief that having more downtown residents will benefit businesses during the off-season, support for market rate housing, and that the project aligns with the City's Master Plan. Letters of support were read, and comparisons were made to recent projects in Benton Harbor that highlight a strong need for this type of housing. Some concerns raised included the size and height of the project, how loss of public parking will be addressed, appraisal values, lack of communication and interaction with the public about the project details, whether it benefits all of the citizens, and the lack of public awareness and available information about the project. There are also

worries about the adequacy of handicap parking, with a request for more if the project advances. Questions were raised about the impact on the City and on events during the construction phase, and how that will be addressed.

**City of St Joseph - Resolution 2025-  
RESOLUTION TO APPROVE AGREEMENT FOR SALE OF REAL ESTATE**

**WHEREAS**, on June 23, 2025, the St. Joseph City Commission passed a Resolution of Conditional Support to sell a parcel of real estate on the southeast corner of Broad Street and Lake Boulevard, with a parcel identification number of 11-76-0340-0109-00-9, that is improved with a surface public parking lot ("City Lot") to The Reinks Group, LLC ("TRG") for purposes of constructing a mixed-use building development on the City Lot, so long as TRG meets certain terms and conditions, and

**WHEREAS**, the parties have developed a proposed Agreement for the sale of the City Lot, which incorporates the terms and conditions required for the sale of the City Lot to TRG.

**NOW, THEREFORE, BE IT RESOLVED**, that the St. Joseph City Commission approves the Agreement for Sale of Real Estate, attached and incorporated as Exhibit A ("Agreement"), authorizing the sale of the City Lot to TRG.

**BE IT FURTHER RESOLVED**, that the St. Joseph City Commission authorizes the City Manager to execute the Agreement and all other documents reasonable and necessary to consummate the sale of the City Lot as described in the Agreement.

AYES:

NAYES:

ABSENT:

Resolution duly adopted.

I, Abby Bishop, the duly qualified and appointed Clerk of the City of St. Joseph, Berrien County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the St. Joseph City Commission at a meeting held on August 25, 2025, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I affix my signature this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Abby Bishop, City Clerk  
City of St. Joseph

**MOTION:** To approve the Resolution to approve the Agreement for Sale of Real Estate as presented.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Michael Sarola, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

## New Business

### DDA Liquor License Application: The Archive Lounge LLC

Development Director Kelly Ewalt presented a DDA liquor license application from the Archive Lounge LLC. Ewalt explained that this allows businesses to purchase an on-premises liquor license at a lower cost than traditional population-based licenses. She mentioned that once issued, the license is tied to the property and cannot be sold or transferred. She noted that the Archive Lounge LLC has met the district license requirements, which include spending at least \$75,000 on new construction, rehabilitation, or restoration of the building over the past five years or committing to a capital investment of at least \$75,000 before the license is issued. Ewalt also said the business must be involved in activities related to dining, entertainment, or recreation, be open to the public, and have a seating capacity of at least 25 persons.

Commissioner Ulrey said there has been significant opposition to this liquor license from Saron Lutheran Church when the Archive Lounge originally applied for a class C liquor license; she emphasized the need to consider neighbor relations when making this decision. John Kenna responded that he has talked with the neighbors, including the church. They plan to be open on Sundays around 3:00 or 4:00 p.m. until 9:30 or 10:00 pm. The bar is small, holding 50 people; it's not a sports bar but more of a speakeasy, a quiet place to have a cocktail. He also noted that there would be another opportunity to agree or disagree during the State of Michigan approval process.

Commissioner Fernandez stated that the request meets the criteria and that there are still steps to go through in the approval process. He expressed appreciation for the investment and rehabilitation undertaken for the historic building.

Fran Bolson, a representative of the Saron Lutheran Church Council, reiterated the process they previously followed with the Michigan Liquor Control Commission (MLCC) and described how they responded with their objections, noting the church is within 500 feet of the Archive Lounge. She said they support the bed and breakfast, but not the bar. Bolson mentioned that the Archive Lounge's previous application was withdrawn and asked for clarification on how this one differs, as well as ensuring they are following the MLCC process.

Ewalt explained that the current approval is for the applicant to re-approach the MLCC for an application. These are for the downtown development district, available at a lower cost, and the licenses stay with the property. Ewalt advised that it is the same process with the MLCC.

Bolson asked why the capacity was changed. John Kenna explained that, in order to meet certain regulations for the building and avoid the need to install elevators, they lowered the

capacity of the building. He explained that their previous application fell through due to an issue with the other Class C license, not because of any fault on their part.

City Manager Emily Hackworth stated that as this process moves from the City back to the MLCC, these conversations will continue as the MLCC will look for support from neighbors. Commissioner Fernandez added that their approach allows applicants to apply through the DDA liquor license program, with reviews and input still to be considered.

Commissioner Ulrey noted that if there are any additional changes to the intensity of their license use, it must be reviewed by the City. Kenna agreed and mentioned they are obtaining a license for their current use. If they decide to convert the building into a bar, that would be a completely different scenario.

Ann Barnes, a City Resident, stated this request is not a welcome surprise and expressed her concerns with it being open to the public, the parking availability, the tight alleyways, and the church activities in close proximity. She mentioned that she has seen it work in other communities, but not in such a tight environment and right next to a church.

Michael Giannola stated that he thinks this is a great spot for the public to stop in and have a cocktail, whether it is before or after dinner, and does not believe it will affect the church.

**MOTION:** To approve the resolution approving the Archive Lounge, LLC's request for a Class C liquor license in the DDA Development area.

<b>RESULT:</b>	<b>PASSED</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Michele Binkley, Mayor Pro Tem
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez
<b>NAYS:</b>	Commissioner Ulrey

#### **DDA Liquor License Application: St. Joseph Wine Shoppe**

Development Director Kelly Ewalt presented an application for a Resolution for a DDA Liquor License from the St. Joseph Wine Shoppe located at 301 Main Street inside The Market building. She advised that they are looking to pivot their operation to a wine bar that offers wines by the glass or bottle, and tastings, as well as keeping their retail operation. Ewalt advised that they want to move forward with their Class C liquor license application with the Michigan Liquor Control Commission. There was no public comment.

**MOTION:** To authorize a resolution in support of St Joseph Wine Shoppe's request for a Class C liquor license in the DDA Development area.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Tess Ulrey, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

#### **Text Amendment - Section 9.8.2 MS-OD Main Street Overlay District - District Boundaries and Descriptions - Graham Kutchek**

Community Development Director Kristen Gundersen presented a text amendment request from the applicant Graham Kutchek. She explained that on August 7th, the Planning Commission conducted a public hearing to amend the zoning ordinance in Section 9.8.2, which pertains to the Main Street Overlay District. Gundersen stated that this area is between Broad and Jones Street and applies only to properties that abut Main Street. She explained that when the district was created in 2021, properties in the Downtown District, along with one block consisting of six parcels in the R1E district and a PUD, were exempted from that district. Most of these other properties are in the C or COA districts.

Gundersen stated that the applicant purchased a property in the R1A district, which previously had an office on the ground floor and has had difficulty renting it as an office space; the owner does not want to convert it into a single-family dwelling. It is better suited to be a two-unit building, as there is an existing dwelling unit on the second and third floors. She advised that the applicant is requesting that the zoning ordinance be amended to remove the word "R1," thus allowing it to be converted into a two-unit. She explained that this change would also enable other homes on that block between Pearl and Park Streets to do the same, with compliance conditions still applying, including minimum dwelling size and parking requirements, which may make conversions more challenging for some properties. Gundersen noted that during the public hearing, one resident from that block, who owns two properties, expressed support for the request.

Commissioner Ulrey stated this is a great way to bring more needed housing to the City and is a common-sense re-zoning request.

**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 IX. "Special Districts", Sec. 9.8 "MS-OD" Main Street Corridor Overlay District, Sec. 9.8.2 "District Boundaries and Description." is amended to read as follows:
  - 9.8.2. District Boundaries and Description. The MS-OD includes all properties in the CO-A Commercial Office zoning district, the C Commercial zoning district and the R-1 Single-Family Residence district that abut Main Street located between Broad Street on the north Jones Street on the south, excluding properties located in the D Downtown zoning district and planned unit developments.

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 approve the first reading of an Ordinance to amend Article IX Special Districts, Section 9.8 MS-OD Main Street Corridor Overlay District, Section 9.8.2 to include properties located within the R-1 Single-Family Residence district in the overlay district of the Zoning Ordinance of the City of St. Joseph, Michigan based on the factors set forth under

Section 22.3 of the Zoning Ordinance.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Tess Ulrey, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

**Public Hearing - Area generally located southerly of the CSX Railroad property and west of M-63, along Upton and Whitwam Drives consisting of three properties - Harbor Shores Community Redevelopment LLC - Planned Unit Development with waivers**

The Public Hearing was opened at 7:28 PM.

Community Development Director Kristen Gundersen presented a proposed planned unit development unanimously recommended by the Planning Commission on an approximately 19-acre site consisting of three parcels. Gundersen stated that part of one parcel is located in the water and would be used for a 77-boat slip marina. The applicant proposes 105 dwelling units on six buildable areas, along with one commercial space, outdoor recreation areas, a private road, alleys, and a surface parking lot for the development. Gundersen noted that some additional land will not be developed later as a separate phase. She explained that there are six buildable areas and a total of 36 waivers being requested; while many of the waivers are redundant, they are necessary to clarify what is planned for each buildable area.

Chris Cook, a representative with Harbor Shores, presented a slide show of the project overview. He described the history of the Harbor Shores development in partnership with Whirlpool Corporation nearly 20 years ago. Cook provided site plan drawings and discussed plans for phase 1 of the new development, which includes 105 dwelling units, mostly with some market-rate housing consisting mostly of townhomes and some condominiums, and a marina with 77 slips. Cook explained the process for the buildable areas, which gives them some flexibility to meet changing market demand, while keeping the structures within the approved areas and in compliance with all codes. Cook reviewed each buildable area and the waivers requested for each area, which are for reduced setbacks and increased lot coverage. They intend to have a lot of open space in the development itself, which will result in only 32% lot coverage over the entire site. They are also requesting a waiver to be allowed 5 years to complete 50% of the proposed units, rather than the 2 years provided in the ordinance.

Brad Rottschafer, President of Mosaic Properties & Homes, discussed the inspiration and architectural details for the site plan, private and public amenities within the walkable neighborhood, and the diverse housing styles planned. He provided pictures and examples of other communities with a similar design that they have gained inspiration from, as well as pictures of the proposed amenities. Rottschafer stated they desire to create a landmark community that is built to last.

Commissioner Binkley asked if there are plans to create a walkway near M63, as it is a steep slope. Cook stated that they hope so, but that road is an MDOT limited-access freeway. They plan to work with MDOT in the future.

Commissioner Sarola asked if there were plans for a jet ski ramp at Paddler Park. Cook stated that the Parks Board had a desire for a land-based launch, and it is possible that it could

accommodate both kayaks and jet skis if that is what they desire.

Joyce Shellito, 275 Ridgeway, stated she has concerns because Harbor Village is very dense and congested. She hoped it would be less dense and have more public spots for activities, such as pickleball. She asked if the firepits were going to be public.

Lois Goldrick, 333 Ridgeway, inquired about plans for short-term rentals, prices, and requested a copy of the black and white site map drawing.

Cook stated that short-term rentals will be allowed in the Waterfront Recreation District, but they have not yet determined how many. He said there will be a combination of private and public meeting spots. Cook explained that the theme of the development is to create the look and feel of more space and to offer more open areas for walking and gathering. The price point varies; they intend to include some affordable housing.

The Public Hearing was closed at 8:03 PM.

**Area generally located southerly of the CSX Railroad property and west of M-63, along Upton and Whitwam Drives consisting of four properties - Harbor Shores Community Redevelopment, LLC - Planned Unit Development with Waivers**

Commissioner Fernandez stated that the number of units expected in this development brings the City closer to its goal of increasing housing options. He mentioned that achieving this won't happen overnight and requires multiple projects like this to succeed. He explained that this project involves creating a place where people want to buy a house, take a vacation, and stay. He also noted that this project adds a diverse range of housing units to help fill a current gap.

**MOTION:** To authorize approve a Planned Unit Development located west of M-63 and southerly

of the CSX Railroad property at Upton and Whitwam Drives with addresses of 215 and 230 Upton Drive and located in the W Water Recreation District consisting of three parcels on 19.5-acres of land, requested by Harbor Shores Community Redevelopment, LLC to allow site improvements including a private street; development of seven buildable areas creating 105 dwelling units, outdoor recreation area, a marina with 77 boat slips, surface parking and three future development sites along with a total of 36 specific waivers for the entire development and including individual buildable areas as found listed in the staff memorandum pages 66-72 and engineering drawings found on pages 89-101 for the August 7, 2025 Planning Commission meeting and based on the fourteen page document prepared by Abonmarche, dated July 2025 with project #22-0197-15-89-101 as it meets the required standards under Sections 13.3.1, 13.3.2, 13.6.1, and 13.6.3 of the Zoning Ordinance, with the condition that city staff review and approve all grading and engineering plans associated with the development of the property.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michele Binkley, Mayor Pro Tem
<b>SECONDER:</b>	Michael Fernandez, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

**Public Hearing - 520 State and 515 Market Streets - Market & State LLC - Special use for 8 Short-term Rental Units in the R3 Multiple Family Residence District when adjacent to a**

## **Residential District or Use**

The Public Hearing was opened at 8:07 PM.

Community Development Director Kristen Gundersen stated that the Planning Commission held a Public Hearing on August 7th regarding the request at 520 State and 515 Market Streets for a special use permit for up to 8 short-term rental units in the R3 multiple-family residential district. Gundersen mentioned that the applicant presented their request and received feedback from nine residents who expressed concerns about the project. She described some of the concerns raised, including dissatisfaction with reducing the number of affordable dwelling units, creating a non-harmonious neighborhood, and how the short-term rentals would be managed. Gundersen stated that the residents felt it would have a negative impact on the community. She advised that the motion was to recommend denial of the request, which the Planning Commission passed with a vote of 6-0.

Gundersen stated that there was also an earlier request for a variance for on-site parking spaces. She explained that the building has no on-site parking, which is an existing lawful nonconformity. The Zoning Board of Appeals granted the variance, concluding that there would be no net increase in required parking based on the change of use.

Brian Barrett, owner of the 520 State and 515 Market Street building, presented his request for approval of the special use permit for eight short-term rentals. He described the history of the building, including its current layout and unit sizes, and stated that he has owned the property for 15 years. Barrett discussed the standards found in Section 11.5.2 of the Zoning Ordinance and why the request should be approved. He stated the building is in a transition area, there would be no negative impact to the character of the area as the exterior of the building is not changing, and there would be no detriment to the health, safety, or welfare from the proposed use. He explained the economic benefit for the downtown, how guests would be vetted, and that he had operated short-term rentals in the past without any issues. He stated parking should not be considered as part of the special use request, and that most short-term renters would have no more than two cars. He referred to his application for more details.

The Mayor called a short break at 8:34 PM. The meeting was resumed at 8:40 PM.

Commissioner Fernandez explained that he was less concerned about parking as it relates to the project, but more concerned that they are being asked to permit short-term rentals in an R3 district, which historically has not been allowed to happen. City Manager Emily Hackworth noted that it is because of its proximity to the R1 that it requires the extra approval.

Commissioner Binkley stated that his property is in a buffer zone next to the park, which is next to the whole neighborhood, and it could change the character of the surrounding area. Barrett explained that the same number of people will be at the property as there are now with his current long-term tenants. He stated that it would not have a negative impact on the area and would provide an economic benefit to the downtown.

Commissioner Sarola asked Gundersen how the mapping districts were established, noting that the downtown district immediately to the west and east of this property did not include this property. Gundersen explained that the D Downtown District does not permit dwelling units on

the first floor. She mentioned that Mr. Barrett's building and another nearby have first-floor dwelling units. She stated that when the zoning ordinance was created in 2007, those two parcels were designated as R3 to keep them conforming. Sarola asked Barrett to clarify how many units are on each floor and whether he had considered converting fewer than the eight units. He also noted that this is a unique building and location, and inquired if a hybrid solution could be explored to see how it might work. He suggested converting 1 or 2 units to short-term rentals instead of all eight. Barrett said they would consider that and mentioned that converting the 4 units at 520 State Street would make the most sense to start with.

Commissioner Fernandez explained that he was less concerned about parking as it relates to the project, but more concerned that they are being asked to permit short-term rentals in an R3 district, which historically has not been allowed to happen. City Manager Emily Hackworth noted that the R1's proximity necessitates the extra approval.

Commissioner Binkley stated that his property is in a buffer zone next to the park, which is next to the whole neighborhood, and it could change the character of the surrounding area. There could be 40 extra people every week. Barrett explained that the number of people at the property will remain the same as it is now, with his current long-term tenants. He stated that it would not have a negative impact on the area and would provide an economic benefit to the downtown.

Commissioner Sarola asked Gundersen how the mapping districts were established, noting that the downtown district immediately to the west and east of this property did not include this property. Gundersen explained that the D Downtown District does not permit dwelling units on the first floor. She mentioned that Mr. Barrett's building and another nearby have first-floor dwelling units. She stated that when the zoning ordinance was created in 2007, those two parcels were designated as R3 to keep them conforming. Sarola asked Barrett to clarify how many units are on each floor and whether he had considered converting fewer than the eight units. He also noted that this is a unique building and location, and inquired if a hybrid solution could be explored to see how it might work. He suggested converting 1 or 2 units to short-term rentals instead of all eight. Barrett said they would consider that and mentioned that converting the 4 units at 520 State Street would make the most sense to start with.

Commissioner Fernandez stated that this was a good illustration of how complicated some of the zoning requirements are, and is hesitant to make it more complicated. He suggested that if this was approved, it would set a precedent and asked if the property should be considered a part of the downtown district. Barrett proposed a text amendment to permit short-term rentals in the three districts adjacent to the downtown district, thereby preventing other R3 districts from following suit.

Callie Noakes, 1104 State Street, stated the City has a special sense of community that is threatened by proposals like these. He said online searches return a litany of cautionary stories about the negative impact of short-term rentals on communities. He provided a statistic that 60% of homebuyers would refuse to purchase next to or near a short-term rental. He also stated that the verification of guests does not include background checks for safety or criminal activity. He expressed his interest in seeing progress in the City, but disagrees with this request and believes it would set a dangerous precedent for further creep of short-term rentals in residential areas. A short-term rental is fundamentally different from a residence; when

community homes are converted into hotels, it destroys the fabric of the neighborhood.

Lori Capel, 608 State Street, provided a picture of the street and described how it showed the traffic and pedestrian congestion, especially during the busy season. She stated this section at peak times has a high volume of activity with vehicles, bicycles, and walkers; she is concerned that 8 short-term rentals every week would create more traffic in the area due to visitors staying at the short-term rental with no designated parking or loading/unloading zones. She requested this be denied based on standard C.

Anne Gain, 200 Sunnybank Rd, supports a short-term rental here due to its closeness to the downtown district and the ability for renters to have walkable access to the downtown. She explained a short-term rental in her own neighborhood that is managed so well, you wouldn't know that it is a short-term rental. She also said she thought Barrett had a good business plan.

David Vandenberg, 607 Pearl Street, stated that he thinks Barrett does have a good business plan, but he is concerned for the historic district and feels it should be protected. He agreed that there should be a buffer zone between the commercial downtown and the old historic residential district. He stated the historic district has been there since the 1800s, and it is the commercial district that has grown. Short-term rentals have unique challenges that long-term rentals do not have. He does not feel like this location is best for short-term rentals.

Janet Boyd, 1019 State Street, expressed her concerns about the city's declining population, affordable housing, and the eight units that would no longer be available to single families who support the City year-round. She mentioned other downtown developments offering short-term rentals and suggested waiting to see how those turn out before approving more.

Dave Wasso, 1203 State Street, shared his experiences of short-term rentals taking over the town of South Haven where he lived, how it changed the community, and the number of school-aged children dropped dramatically. The quaint neighborhood was no longer quaint.

Ann Barnes, 608 Market Street, states that she lived right next door to a short-term rental and shared stories and experiences of how it has negatively affected her life and raised safety and traffic concerns. She asked for the request to be declined.

Barrett addressed some of the concerns that were raised, including the population decline, vetting guests, street congestion and traffic, and short-term rentals in R1 districts.

The Public Hearing was closed at 9:19 PM.

**MOTION:** To authorize close the Public Hearing.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michele Binkley, Mayor Pro Tem
<b>SECONDER:</b>	Michael Fernandez, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

**520 State and 515 Market Streets - Market & State LLC - Special Use Permit for 8 Short-term Rental Units in an R3 Multiple Family Residence District when adjacent to a residential district or use**

Commissioner Binkley agreed that there was a good plan in place, requirements, and that the property is unique in its location. She said that, being in the R3 district, there are still requirements that need to be met, and she feels that it would change the essential character of the surrounding area.

Commissioner Ulrey agreed with Binkley's statement and said parts of this could be discussed. She said the Commission needs to look forward into the community due to so many compelling cases of neighboring towns negatively affected by short-term rentals. She stated that, given the approved short-term rentals in the downtown district are not fully operational at this time, this request could be a different discussion. Until those that have been approved are full and operational, she said she does not see a reason to approve more.

Mayor Thomas stated that she has heard consistently from others across the county that St Joseph has handled short-term rentals correctly and contained them to certain areas only. She agrees that it is not harmonious with the neighborhood it abuts, standards A and B of the zoning standards, and agrees with the Planning Commission's recommendation at this time.

Commissioner Sarola stated that the concern seems to be that a short-term rental is not harmonious with the neighborhood, but the property is directly adjacent is a hotel. He inquired if a hotel hasn't changed the neighborhood, then why would a short-term renter, especially since short-term renters are mostly families? He said he was trying to understand the objections and wanted the Commission's thoughts on how it is different than a hotel.

Commissioner Binkley stated that because it is an R3 district and they want to protect the neighborhoods, this could lead to creep and have a harmful effect. She does not believe not harmonious. She believes approving this is a risky step in that direction. The hotel is not zoned R3. This location is closer to the R1 neighborhood and faces the neighborhood. The hotel faces the bluff.

Commissioner Sarola confirmed that he opposes short-term rentals in R1 districts but believes R3 is different. He notes that this property's location is unique and adjacent to a hotel. He does not see how it will alter the character of the nearby historic district, especially since a hotel has been there since 1988 without changing its character. He noted that he would not support an eight-room approval but might consider a four-room maximum approval as a trial. He mentioned that a penalty/fine policy for short-term rentals, which some municipalities have, was discussed during the Planning Commission meeting and might be worth considering and would add safeguards to properties like this.

Mayor Thomas asked about other R3 properties in the City. Gundersen described several other apartment complexes that are zoned R3 and adjacent to R1 districts, but only two of those properties are adjacent to the downtown. City Manager Emily Hackworth stated that if the Commission was concerned about setting a precedent and approving with consistency, this would set a different precedent because of its location to the downtown.

Discussion followed on whether rezoning was a viable option.

Barrett requested this item to be tabled so he could look at options and look at opportunities to provide assurances.

Commissioner Sarola encouraged compromise and dialogue to address everyone’s concerns.

**MOTION:** To table the request as presented, to allow for staff to conduct further research.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Michael Sarola, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

### **Donation of Milton Park Property**

City Attorney Laurie Schmidt presented the donation of Milton Park property, owned by Whirlpool Corporation, and located at 1524 Niles Avenue, at the corner of Niles and Winchester Avenue. Schmidt explained that Whirlpool purchased the Milton Park property from St. Joseph Public Schools (“SJPS”) in 1977 for \$50,000. At that time, the deed contained a restriction that the property was limited to use as a public park or other public facility for the use and enjoyment of the public for a period of ten years from and after July 21, 1977. Since 1977, Whirlpool has leased the property to the City for a total rent of \$1 for use only as a public park. Schmidt explained that Whirlpool has recently offered to convey the property to the City as a charitable donation. The Parks Board was apprised of the offer and is supportive of the City accepting the property. City staff hired Point Blue, LLC to perform a Phase I Environmental Site Assessment on the property as part of the standard due diligence procedure. No concerns were identified. Whirlpool executed a quit-claim deed conveying to the City all of its interest in the park property. However, as with any donation, the City Commission must determine if it will accept it.

City of St. Joseph

Resolution 2025-

### **RESOLUTION TO ACCEPT DONATION OF REAL ESTATE**

**WHEREAS**, Whirlpool Corporation owns the property located at 1524 Niles Avenue and 1421 Forbes Avenue, in the City of St. Joseph (“City”), with parcel identification numbers 11-76-0026-0046-01-1 and 11-76-6190-0005-00-5, also known and operated as Milton Park (“the Property”), and

**WHEREAS**, the City has leased the Property from Whirlpool Corporation for public park purposes since 1977, which has included use for public events, community gatherings, neighborhood activities, walking, picnicking, and general outdoor enjoyment, and

**WHEREAS**, the Property is well-used and provides a benefit to the community as a whole, and

is included in the City's Parks and Recreation Master Plan, and

**WHEREAS**, Whirlpool Corporation has offered to donate the Property to the City, and

**WHEREAS**, the City Commission believes the Property enhances the quality of life in the community and that ownership of the Property is in the City's best interest.

**IT IS HEREBY RESOLVED**, that the St. Joseph City Commission accepts from Whirlpool Corporation the donation of the property located at 1524 Niles Avenue and 1421 Forres Avenue, St. Joseph, Michigan, parcel identification numbers 11-76-0026-0046-01-1 and 11-76-6190-0005-00-5, also known and operated as Milton Park ("the Property").

**BE IT FURTHER RESOLVED**, that the St. Joseph City Commission approves and accepts the attached Quit Claim Deed from Whirlpool Corporation to the City of St. Joseph, executed July 10, 2025, in which it conveys all of its interest in the Property to the City of St. Joseph.

**BE IT FURTHER RESOLVED**, that the St. Joseph City Commission authorizes the City Manager or City Attorney to submit for recording the Quit Claim Deed with the Berrien County Register of Deeds, and execute and all other documents reasonable and necessary to consummate the purchase of said property.

AYES:

NAYES:

ABSENT:

Resolution duly adopted.

I, Abby Bishop, the duly qualified and appointed Clerk of the City of St. Joseph, Berrien County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the St. Joseph City Commission at a meeting held on August 25, 2025, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I affix my signature this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Abby Bishop, City Clerk

City of St. Joseph

**MOTION:** To approve to approve the Resolution to Accept Donation of Real Estate, being the donation of the Milton Park property from Whirlpool Corporation.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michele Binkley, Mayor Pro Tem
<b>SECONDER:</b>	Michael Fernandez, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

## Reports

### Vacancies Update

City Clerk Abby Bishop advised that several City boards have vacancies and encouraged interested residents to apply.

## City Comments

City Manager Emily Hackworth praised City Clerk Bishop for her work implementing a new Agenda and Minutes program.

## Closed Session

### Request for Closed Session- Consider Confidential Information- CBA Strategy

Closed Session entered at 9:42 PM.

**MOTION:** To approve enter into closed session to 1.) consider material exempt from discussion or disclosure by state law under MCL 15.243(1)(j) & (z) being confidential reports related to the City's computer information system and security measures, assessments, and plans for which disclosure would impair the City's ability to protect the security of property and persons, and that would provide a means of identifying a person's cybersecurity practices, procedures or methods, organizational information system infrastructure, hardware or software; and 2.) for strategy connected with the negotiation of a collective bargaining agreement based on the City Manager's request under MCL 15.268(1)(c).

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Michele Binkley, Mayor Pro Tem
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

### Return to Open Session

Returned to Open Session at 10:56 PM.

**MOTION:** To approve return to Open Session.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michele Binkley, Mayor Pro Tem
<b>SECONDER:</b>	Michael Sarola, Commissioner
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

**MOTION:** To approve the agreement between the City of St. Joseph and the City of Joseph Employees Chapter, an affiliate of Local 2757, and the Certified Collective Bargaining Agent AFSCME, Michigan, Council American Federation.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Fernandez, Commissioner
<b>SECONDER:</b>	Michele Binkley, Mayor Pro Tem
<b>AYES:</b>	Mayor Thomas, Mayor Pro Tem Binkley, Commissioner Sarola, Commissioner Fernandez, Commissioner Ulrey

### Adjournment

The meeting was closed at 10:57 PM.

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Presiding Officer

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City Clerk/ Recording Secretary

# Agenda Item

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**TO:** City Commission

**FROM:** Abby Bishop, City Clerk

**RE:** New Board Appointments

**MEETING DATE:** September 8, 2025

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As part of the Consent Agenda, the City Commission is being asked to consider the appointment of the following citizens who have expressed interest in serving our community as members of a City board or Commission. The interview panel recommends the following:

Brownfield Redevelopment Authority	Mike Sarola	4/30/2027
Brownfield Redevelopment Authority	Corey Carolla	4/30/2027
Brownfield Redevelopment Authority	Patrick Swem	4/30/2026

If the above appointments are filled, the following list is the current vacancies:

- Board of Review - One position (alternate), term ending April 30, 2026
- Cemetery Board - One position, term ending April 30, 2028
- Construction Board of Appeals, One position, term ending April 30, 2027
- Downtown Development Authority, One position, term ending October 31, 2028
- Joint Wastewater Treatment Board, One position, term ending April 30, 2028
- Municipal Officers Compensation Commission - One position, term ending October 31, 2029
- Planning Commission - One position, term ending April 30, 2026
- Property Maintenance Board of Appeals - One position, term ending April 30, 2027
- Sustainability Committee - One position, term ending April 30, 2027
- Zoning Board of Appeals - One position, terms ending April 30, 2027

*Action Requested:* To approve, as part of the Consent Agenda, the new board appointments to their respective boards, as presented.

# Agenda Item

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**TO:** City Commission

**FROM:** Abby Bishop, City Clerk

**RE:** Peddler Application

**MEETING DATE:** September 8, 2025

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The Clerk's Office received an application for a peddler's license from Cannon Wright, of Aptive Environmental LLC from Utah. They service customers nationwide and would like to market their business and pest services by going door to door in St Joseph September 10th through 15th. The City Clerk and Director of Public Safety have reviewed the application for completeness and accuracy, and completed background checks on all workers. If approved, Cannon Wright and his associates will coordinate with the Clerk's Office to pay the daily fees. City-issued ID badges must be worn by each peddler, with the specific approved dates displayed on each.

*Action Requested:* To approve, as part of the Consent Agenda, the Peddler Application from Cannon Wright, Sales Team Leader of Aptive Environmental LLC, subject to receipt of additional required vending fees and pick up of required vendor ID tags.

**ATTACHMENT(S):**

- APTIVE Environmental LLC - Application 2025.pdf



# City of St. Joseph Application for Vendor License

## Applicant

Your Name : Canon Wright Today's Date: 8/12/2025

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

City: [REDACTED] State: OR Zip: [REDACTED] Email: canon.wright@goaptive.com

Your Daytime Phone: 971-804-4980 Evening Phone: 971-804-4980

Name of Business/Organization: APTIVE ENVIRONMENTAL LLC

Nature of Business: Pest control service provider Your Affiliation with Business/Organization: Sales Team Leader

Address of Business/Organization: 5132 N 300 W Ste 150

City: Provo State: UT Zip: 84604-5817 Email: Licensing@goaptive.com

Business/Organization Daytime Phone: 948-855-5816 Evening Phone: 971-804-4980

Have you ever been convicted of any crime, misdemeanor or violation of a municipal ordinance? Y/(N) If YES, describe nature of the offense and the punishment or penalty assessed \_\_\_\_\_

Attach a listing of all persons who will be vending under this application; include name, address & copy of state identification. # Persons 18

Vehicle Information Year 2023 Make/Model Toyota Tacoma Color \_\_\_\_\_ License Plate # 495 NXB State OR

## Vending Information

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

What DATE do you plan to vend? Sept 10<sup>th</sup> - 15<sup>th</sup> During what TIMES do you plan to vend? Hours as per ordinance

VENDING LOCATION requested? Residential (non-commercial) areas, on foot

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

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

List all products you intend to sell APTIVE's pest control services

How will the goods be delivered to you? N/A

How will the goods be delivered to customers? In person, as per customer's individual contract

List previous vending experience? \_\_\_\_\_

## PLEASE READ CAREFULLY AND THEN SIGN BELOW

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

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

Signature of Applicant Canon Wright Date 8/12/2025

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

Appl. Fee: ☒ Ch#/cash: \_\_\_\_\_ Date: \_\_\_\_\_ Comments: \_\_\_\_\_

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

Original: City Clerk

Copy: Public Safety Director

Copy: Applicant

# Agenda Item

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**TO:** City Commission

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

**RE:** Tree Trimming and Removal

**MEETING DATE:** September 8, 2025

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In March 2025, the Commission approved a two-year contract with Chop Tree Service of Grand Rapids to provide tree trimming and removals throughout the City. As part of that contract Chop provides section/block trimming of designated areas around the City, which has been completed for this year.

The bid also included Diameter at Breast Height (DBH) pricing for trees outside the section trimming area to allow response to individual situations that arise that have a degree of urgency such that it would be imprudent to wait for the next section trimming in that area. DBH pricing provides the opportunity to measure the diameter of the tree to determine the cost for trimming or removal. The list provided is compiled from resident requests for trimming or removal as well as City staff for various reasons, and confirmed by City staff as appropriate. There are removals and trims identified. The cost for trimming and removal is as follows: \$24,809 to the Local Street Fund; \$9,485 to the Major Street Fund; Parks Department trees \$5,714; and Cemetery trees is \$2,382. The total cost for all this work is \$42,390. Funding to cover this work was included in the 2025/26 City budget. (And, \$1,588 of the Major Streets work is on state trunklines and will be reimbursed by MDOT.)

*Action Requested:* Motion to approve, the list of tree trimming and tree removals at numerous locations around the City and to authorize Chop Tree Service to perform the work, in the amount of \$42,390.00

**ATTACHMENT(S):**

- Trim Removal List 2025 - Fall.pdf

# Tree Trimming & Removals

Fall 2025

	House #	Street Name	Trim	Remove	Notes and Comments	Diameter at Breast Height (DBH)	Trim/Removal Cost Per Bid	Stump Grind Cost Per Bid	Total Cost Per Bid
M	1102	Kingsley Ave.		1	Tree on the left if facing the house.	26"	\$865	\$378	\$1,243
M	2409	Langley Ave.		1	Next to power pole under cable lines.	19"	\$584	\$210	\$794
M	1614	South State St.		1		34"	\$1,145	\$441	\$1,586
M	1006	State St.	1		Remove limbs as shown in pic.	38"	\$390	\$0	\$390
M	1103	State St.		1		18"	\$390	\$166	\$556
M	905	Wolcott Ave.	1		Deadwood all. Remove limbs going toward back yard of 903 Wolcott Ave. See pic.	23"	\$130	\$0	\$130
M	921	Wolcott Ave.		1		37"	\$1,760	\$580	\$2,340
S	500	Main St.		1	On the corner. <b>Bill the State.</b>	21"	\$584	\$210	\$794
S	510	Main St.		1	On the corner. <b>Bill the State.</b>	22"	\$584	\$210	\$794
S	2000	Niles Ave.	2		2 large maples along Niles Ave. Lift/deadwood/thin. <b>State route - Traffic control will be needed.</b>	40" / 46"	\$858	\$0	\$858
P	801	Highland St.		11	Howard Trail. See map.	17" / 4" / 11" / 12" / 12" / 18" / 13" / 16" / 13" / 11" / 14"	\$3,120	\$0	\$3,120
P	2927	Niles Rd.		3	Riverview Park. See map.	33" / 22" / 27"	\$2,594	\$0	\$2,594
C	2925	Niles Rd.		3	Riverview Cemetery. See map.	19" / 24" / 24"	\$1,752	\$630	\$2,382
	903	Church St.		1	Price St. side.	38"	\$1,760	\$580	\$2,340
	1104	Church St.		1		26"	\$865	\$378	\$1,243
	712	Jones St.	1		Trim back farther from house. See pic.	19"	\$130	\$0	\$130
	719	Jones St.	1		Tree on the right when facing the house. Remove limb over driveway as shown in pic.	21"	\$130	\$0	\$130
	1322	Langley Ave.		1		37"	\$1,760	\$580	\$2,340
	608	Market St.		1		34"	\$1,145	\$441	\$1,586
	1214	Mohawk Ln.		1		31"	\$1,145	\$441	\$1,586
	104	N. Pier St.		1	Off Tiscornia Park entrance road. Cottonwood to right of driveway. <b>No stump grinding.</b>	32"	\$1,145	\$0	\$1,145
	218	N. Sunnybank Rd.		1		33"	\$1,145	\$441	\$1,586
	2415	Old Lakeshore Dr.		1	Opposite side of the street.	43"	\$2,028	\$756	\$2,784

	House #	Street Name	Trim	Remove	Notes and Comments	Diameter at Breast Height (DBH)	Trim/Removal Cost Per Bid	Stump Grind Cost Per Bid	Total Cost Per Bid
	2571	Old Lakeshore Dr.		1	To the left of fire hydrant. Beware of old cabling and support rods in trunk.	33"	\$1,145	\$441	\$1,586
	611	Park St.	1		Remove limbs as shown in pics.	25"	\$207	\$0	\$207
	2202	Pioneer Rd.		1		37"	\$1,760	\$580	\$2,340
	263	Ridgeway St.		2	Both sides of driveway.	19" / 35"	\$1,729	\$651	\$2,380
	213	S. Sunnybank Rd.		1	To the left of driveway.	27"	\$865	\$378	\$1,243
	1019	State St.	1		Hoyt St. side. Left of driveway. Remove all deadwood. Homeowner hoping to save.	26"	\$207	\$0	\$207
	210	Sunnybank Rd.		1		32"	\$1,145	\$441	\$1,586
	803	Wayne St.	1		Trim back both sides of tree, especially away from the houses and other trees.	37"	\$390	\$0	\$390
									\$0
									\$0
									\$0
						Locals Total	\$18,701	\$6,108	\$24,809
						Majors Total	\$7,290	\$2,195	\$9,485
						Parks Total	\$5,714	\$0	\$5,714
						Cemetery Total	\$1,752	\$630	\$2,382
						Total	\$33,457	\$8,933	\$42,390

# Agenda Item

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**TO:** City Commission

**FROM:** Ben Reynnells, Finance Director

**RE:** Invoice and Tax Disbursements

**MEETING DATE:** September 8, 2025

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As part of the consent agenda, please consider approval of the following invoices and disbursements from August 21, 2025, through September 3, 2025.

Regular invoices: \$1,082,852.78  
Tax disbursements: \$1,384,114.72  
Total disbursed: \$2,466,967.50

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

**ATTACHMENT(S):**

- EXP CHECK RUN DATES 08-21-2025 TO 09-03-2025.pdf

## EXP CHECK RUN DATES 08/21/2025 - 09/03/2025

GL Number	Vendor	Invoice Description	Amount
Fund 101 General Fund			
Dept 000.000			
101-000.000-273.500	ADAMS & SON, INC	REFUND PERMIT FEE	84.00
101-000.000-491.200	ADAMS & SON, INC	REFUND PERMIT FEE	21.00
	Total For Dept 000.000		105.00
Dept 172.000 City Manager			
101-172.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	69.40
	Total For Dept 172.000 City Manager		69.40
Dept 215.000 City Clerk			
101-215.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	15.00
101-215.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES AND NEW LAPTOPS - CITY HALL	5,584.26
101-215.000-860.000	BEILMAN, ALISA	MAMC CEMETERY CONFERENCE	92.00
101-215.000-860.000	BISHOP, ABBY	MILEAGE REIMBURSEMENT - MAMC CEMETERY CONI	395.80
	Total For Dept 215.000 City Clerk		6,087.06
Dept 235.000 Central Purchasing			
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	49.00
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	94.99
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CITY HALL	49.00
101-235.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CH	7.02
101-235.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES AND NEW LAPTOPS - CITY HALL	950.00
	Total For Dept 235.000 Central Purchasing		1,150.01
Dept 253.000 City Treasurer			
101-253.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	42.40
101-253.000-728.000	QUADIENT FINANCE USA, INC	AUGUST BILLING	1,591.12
101-253.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES AND NEW LAPTOPS - CITY HALL	95.00
	Total For Dept 253.000 City Treasurer		1,728.52
Dept 257.000 City Assessor			
101-257.000-740.000	AMAZON CAPITAL SERVICES	WARRANTY FOR CASH COUNTER AND ASSESSING TOC	48.29
101-257.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES AND NEW LAPTOPS - CITY HALL	285.00
101-257.000-805.000	INTEGRA REALTY RESOURCES	MTT APPRAISAL	6,800.00
101-257.000-900.000	HERALD-PALLADIUM	LEGAL NOTICE - BOARD OF REVIEW	83.25
	Total For Dept 257.000 City Assessor		7,216.54
Dept 262.000 Elections			

101-262.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	11.20
101-262.000-728.000	QUADIENT FINANCE USA, INC	AUGUST BILLING	232.56
101-262.000-900.000	HERALD-PALLADIUM	PUBLIC NOTICE FOR PUB ACCURACY TEST	124.50
	Total For Dept 262.000 Elections		----- 368.26
Dept 265.000 Buildings & Grounds			
101-265.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	11.20
101-265.000-740.000	BROWN'S LOCKSMITH AND HARDWARE	KEYS FOR FIRE STATION	10.00
101-265.000-740.000	KENDALL ELECTRIC INC	LIGHT REPAIRS	64.05
101-265.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	528.76
101-265.000-740.000	ACE HARDWARE	SUPPLIES	44.99
101-265.000-740.000	BROWN'S LOCKSMITH AND HARDWARE	KEYS	6.00
101-265.000-740.000	GREAT LAKES ELECTRIC	REPLACEMENT LIGHT BULBS	1,600.00
101-265.000-740.000	KENDALL ELECTRIC INC	CLEANING SUPPLIES	12.33
101-265.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	89.48
101-265.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	1,037.94
101-265.000-850.000	KENDALL ELECTRIC INC	CARD ACCESS CONTROL	106.14
101-265.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	7,147.55
101-265.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00006	333.46
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	HVAC REPAIR OVERCHARGE PER CONTRACT	(145.02)
101-265.000-931.000	ALLIED MECHANICAL SERVICES, INC.	HVAC REPAIR	705.36
	Total For Dept 265.000 Buildings & Grounds		----- 11,552.24
Dept 266.000 City Attorney			
101-266.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	20.00
101-266.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES - CH	118.54
	Total For Dept 266.000 City Attorney		----- 138.54
Dept 270.000 Personnel			
101-270.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	14.00
	Total For Dept 270.000 Personnel		----- 14.00
Dept 336.000 Fire Department			
101-336.000-740.000	AMAZON CAPITAL SERVICES	SUPPLIES - PUBLIC SAFETY	85.62
101-336.000-740.000	ACE HARDWARE	POWER CORD	8.99
101-336.000-801.000	TWIN CITY AWARDS & TROPHIES INC.	ACCOUNTABILITY TAGS	20.00
101-336.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - PUBLIC SAFETY	190.00
101-336.000-850.000	AT&T MOBILITY	CELL PHONES AND TABLETS	187.59
101-336.000-860.000	BRUURSEMA, SEAN	TRAINING ALLOWANCE	561.00
101-336.000-860.000	KAZMIERZAK, BRIAN	TRAINING	450.00
101-336.000-860.000	MILLER, LANTZ	TRAINING ALLOWANCE	561.00
101-336.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	1,335.36
101-336.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00003	50.68

101-336.000-930.000	DINGES FIRE COMPANY	FIRE GRAFT REPAIR	290.94
101-336.000-930.000	EMERGENCY VEHICLE PRODUCTS	BRACKETS	252.00
101-336.000-930.000	MOSES FIRE EQUIPMENT, INC.	ADAPTER	333.94
101-336.000-941.100	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	39.92
101-336.000-941.100	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	86.89
	Total For Dept 336.000 Fire Department		4,453.93
Dept 345.000 Public Safety Department			
101-345.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	456.60
101-345.000-740.000	AMAZON CAPITAL SERVICES	SUPPLIES - PUBLIC SAFETY	168.99
101-345.000-740.000	AMAZON CAPITAL SERVICES	LABEL MAKER	124.00
101-345.000-740.000	AMAZON CAPITAL SERVICES	CREDIT	(37.31)
101-345.000-740.000	DOUBLEDAY OFFICE PRODUCTS	PAPER	49.00
101-345.000-740.000	NYE UNIFORM COMPANY	PANTS AND POLOS	223.00
101-345.000-740.000	NYE UNIFORM COMPANY	UNDERVEST	150.94
101-345.000-740.000	NYE UNIFORM COMPANY	POLO SHIRTS	641.56
101-345.000-790.000	HERALD-PALLADIUM	NEWSPAPER SUBSCRIPTION	342.10
101-345.000-801.000	KENT KLEEN, LLC	VEHICLE DETAILING	220.00
101-345.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES AND NEW LAPTOPS - CITY HALL	95.00
101-345.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES - PUBLIC SAFETY	950.00
101-345.000-850.000	AT&T MOBILITY	CELL PHONES AND TABLETS	1,020.72
101-345.000-860.000	BLASKIE, DUSTIN	TRAINING ALLOWANCE	238.00
101-345.000-860.000	GREENE, CARNEY	TRAINING ALLOWANCE	238.00
101-345.000-860.000	NORTHUP, DAN	TRAINING ALLOWANCE	255.00
101-345.000-860.000	THE LAB TRAINING CENTER	TRAINING	780.00
101-345.000-860.000	BLASKIE, DUSTIN	MILEAGE REIMBURSEMENT	170.00
101-345.000-941.100	D.L. GALLIVAN OFFICE SOLUTIONS	MONTHLY MAINTENANCE	105.04
101-345.000-941.100	FLOCK SAFETY	ANNUAL CONTRACT	2,500.00
101-345.000-941.100	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	86.90
101-345.000-941.100	MACQUARIE EQUIPMENT CAPITAL INC.	MONTHLY MAINTENANCE	114.40
101-345.000-941.100	TELE-RAD INC.	MONTHLY MAINTENANCE	167.20
101-345.000-941.100	TRAFFIC & SAFETY CONTROL SYSTEM INC	MONTHLY MAINTENANCE	1,200.00
	Total For Dept 345.000 Public Safety Department		10,259.14
Dept 371.000 Building Inspection Department			
101-371.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	22.64
101-371.000-740.000	FIRST NATIONAL BANK OF OMAHA	GALINA BOGDANOVA	229.40
101-371.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES AND NEW LAPTOPS - CITY HALL	451.25
101-371.000-850.000	FIRST NATIONAL BANK OF OMAHA	GALINA BOGDANOVA	48.69
101-371.000-860.000	COCM	FALL CONFERENCE REGISTRATION - TRUDY W.	325.00
	Total For Dept 371.000 Building Inspection Department		1,076.98
Dept 372.000 Code Enforcement Department			

101-372.000-801.000	FORKER'S LAWN SERVICE, INC.	JULY 2025 MOWING INVOICE	597.60
101-372.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES AND NEW LAPTOPS - CITY HALL	451.25
	Total For Dept 372.000 Code Enforcement Department		1,048.85
Dept 441.000 Public Works Department			
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	PAPER SHREDDER	3,100.25
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES	319.33
101-441.000-740.000	DOUBLEDAY OFFICE PRODUCTS	SUPPLIES	32.96
101-441.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	1,131.47
101-441.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00001	50.78
101-441.000-930.000	U.S. BUSINESS SYSTEMS, INC.	COPY MACHINE	218.99
	Total For Dept 441.000 Public Works Department		4,853.78
Dept 442.000 Asset Management			
101-442.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	11.40
	Total For Dept 442.000 Asset Management		11.40
Dept 447.000 City Engineer			
101-447.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	39.60
101-447.000-802.000	DOUBLE K ENTERPRISES INC.	IT SERVICES AND NEW LAPTOPS - CITY HALL	362.49
	Total For Dept 447.000 City Engineer		402.09
Dept 448.000 Street Lighting			
101-448.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	788.72
	Total For Dept 448.000 Street Lighting		788.72
Dept 466.000 Paid Parking - Downtown			
101-466.000-850.000	VERIZON WIRELESS	BILL PERIOD 06-24-2025 TO 07-23-2025	(52.71)
	Total For Dept 466.000 Paid Parking - Downtown		(52.71)
Dept 721.000 Community Development			
101-721.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	20.00
101-721.000-900.000	HERALD-PALLADIUM	CC PUBLIC HEARING 1234 NAPIER	222.00
101-721.000-900.000	HERALD-PALLADIUM	ORDINANCE AMENDMENT	173.25
101-721.000-900.000	HERALD-PALLADIUM	PUBLIC HEARING	263.25
101-721.000-900.000	HERALD-PALLADIUM	PUBLIC HEARING	222.00
101-721.000-900.000	HERALD-PALLADIUM	PUBLIC HEARING	215.03
101-721.000-900.000	HERALD-PALLADIUM	PUBLIC NOTICE	150.75
101-721.000-900.000	HERALD-PALLADIUM	PUBLIC NOTICE	143.25
101-721.000-900.000	HERALD-PALLADIUM	PUBLIC NOTICE	139.50
101-721.000-900.000	HERALD-PALLADIUM	PUBLIC HEARING NOTICE	214.50
101-721.000-900.000	HERALD-PALLADIUM	NOTICE OF PUBLIC HEARING	173.25
101-721.000-900.000	HERALD-PALLADIUM	NOTICE OF PUBLIC HEARING	214.50

101-721.000-900.000	HERALD-PALLADIUM	NOTICE OF PUBLIC HEARING	175.55
101-721.000-900.000	HERALD-PALLADIUM	NOTICE OF PUBLIC HEARING	218.25
101-721.000-900.000	HERALD-PALLADIUM	PUBLIC NOTICE	154.50
101-721.000-900.000	HERALD-PALLADIUM	NOTICE OF PUBLIC HEARING	195.75
	Total For Dept 721.000 Community Development		2,895.33
Dept 728.000 Economic Development			
101-728.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	13.60
101-728.000-860.000	EWALT, KELLY	MILEAGE REIMBURSEMENT - BROWNFIELD	377.78
	Total For Dept 728.000 Economic Development		391.38
Dept 740.000 Communications			
101-740.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	13.60
	Total For Dept 740.000 Communications		13.60
Dept 751.000 Parks/Recreation			
101-751.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	93.89
101-751.000-740.000	ACE HARDWARE	BOX FANS	100.76
101-751.000-740.000	ACE HARDWARE	ELEC PARTS	10.42
101-751.000-740.000	ACE HARDWARE	DRILL/BITS/GLOVES	210.57
101-751.000-740.000	ACE HARDWARE	IRRIGATION PARTS	25.81
101-751.000-740.000	BRONNER'S COMMERCIAL DISPLAY	CHRISTMAS LIGHTS	246.81
101-751.000-740.000	LEEP'S SUPPLY CO., INC.	RAILING MATERIALS	1,114.69
101-751.000-740.000	MID-COUNTY LAWN & GARDEN	BAR OIL MOWER FILTERS	132.00
101-751.000-740.000	TRICKL-EEZ IRRIGATION INC.	IRRIGATION PARTS	234.02
101-751.000-740.000	ZITTA, CHARLES	CLOTHING REIMBURSEMENT	169.58
101-751.000-850.000	VERIZON WIRELESS	BILL PERIOD 06-24-2025 TO 07-23-2025	60.68
101-751.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	3,126.08
101-751.000-941.000	ST JOSEPH PUBLIC SCHOOLS	TENNIS COURT PAYMENT	7,777.51
	Total For Dept 751.000 Parks/Recreation		13,302.82
Dept 752.000 Lighthouse Operations			
101-752.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	74.36
	Total For Dept 752.000 Lighthouse Operations		74.36
Dept 756.000 Recreation Programs			
101-756.000-801.000	SWANK MOTION PICTURES, INC.	MOVIE RENTAL	530.00
101-756.000-801.000	SWANK MOTION PICTURES, INC.	MOVIE RENTAL	530.00
101-756.000-801.000	TPC TECHNOLOGIES, INC.	MOVIE SCREEN RENTAL	1,880.00
101-756.000-801.000	TPC TECHNOLOGIES, INC.	MOVIE SCREEN RENTAL	1,880.00
101-756.000-801.000	TPC TECHNOLOGIES, INC.	MOVIE SCREEN RENTALS	1,880.00
101-756.000-941.000	ST JOSEPH PUBLIC SCHOOLS	TENNIS COURT PAYMENT	7,777.52
	Total For Dept 756.000 Recreation Programs		14,477.52

Dept 757.000 Ice Arena Operations			
101-757.000-717.000	RELiance STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	12.60
101-757.000-740.000	ACE HARDWARE	ARENA SUPPLIES	34.11
101-757.000-740.000	LINDE GAS & EQUIPMENT INC.	PROPANE SERVICE	71.63
101-757.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	1,095.17
101-757.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00009	38.58
101-757.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00010	51.40
	Total For Dept 757.000 Ice Arena Operations		1,303.49
Dept 851.000 Insurance Premiums			
101-851.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE	66,807.99
	Total For Dept 851.000 Insurance Premiums		66,807.99
	Total For Fund 101 General Fund		150,538.24
Fund 202 Major Street Fund			
Dept 445.000 Public Drains			
202-445.000-740.000	BERRIEN COUNTY	WORK DETAIL - CULVERT CLEANING	360.00
	Total For Dept 445.000 Public Drains		360.00
Dept 449.000 Roads, Streets, Bridges - ACT 51			
202-449.000-740.000	ACE HARDWARE	PPE	85.46
202-449.000-740.000	HAMMERSMITH EQUIPMENT COMPANY	CORE DRILL BIT	220.00
202-449.000-740.000	LOWE'S HOME CENTERS, LLC	PPE	126.51
202-449.000-740.000	DRAKE, ROBERT	CLOTHING REIMBURSEMENT	400.00
202-449.000-740.000	JIM SCHUHKNECHT	TOP SOIL	600.00
202-449.000-801.000	CREATIVE LANDSCAPING	MOWING SERVICE	809.12
	Total For Dept 449.000 Roads, Streets, Bridges - ACT 51		2,241.09
Dept 474.000 Traffic Services			
202-474.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	116.78
	Total For Dept 474.000 Traffic Services		116.78
Dept 903.194 Anchors Way Drainage			
202-903.194-801.000	WADE TRIM	ANCHORS WAY HWI - DESIGN	1,070.00
	Total For Dept 903.194 Anchors Way Drainage		1,070.00
	Total For Fund 202 Major Street Fund		3,787.87
Fund 203 Local Street Fund			
Dept 449.000 Roads, Streets, Bridges - ACT 51			
203-449.000-717.000	RELiance STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	109.40

203-449.000-740.000	CONSUMERS CONCRETE CO.	REBAR PINS	116.00
203-449.000-740.000	PATZER, RYAN	CLOTHING REIMBURSEMENT	125.18
203-449.000-801.000	CREATIVE LANDSCAPING	MOWING SERVICE	524.31
203-449.000-930.000	JOHN WITHROW EXCAVATING INC.	ROW MOWING	1,000.00
	Total For Dept 449.000 Roads, Streets, Bridges - ACT 51		<u>1,874.89</u>
Dept 474.000 Traffic Services			
203-474.000-717.000	RELiance STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	8.06
	Total For Dept 474.000 Traffic Services		<u>8.06</u>
	Total For Fund 203 Local Street Fund		<u>1,882.95</u>
Fund 209 Cemetery Fund			
Dept 567.000 Cemetery Operatings			
209-567.000-717.000	RELiance STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	22.20
209-567.000-740.000	COLD SPRING	COLUMBARIUM NICHE EMBLEM	141.00
209-567.000-740.000	COLD SPRING	NICHE EMBLEM	141.00
209-567.000-740.000	ACE HARDWARE	WATER HEATER PARTS	25.72
209-567.000-801.000	CREATIVE LANDSCAPING	MOWING SERVICE	1,089.82
209-567.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	563.98
209-567.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00001	38.58
	Total For Dept 567.000 Cemetery Operatings		<u>2,022.30</u>
	Total For Fund 209 Cemetery Fund		<u>2,022.30</u>
Fund 214 Depot Fund			
Dept 264.000 Buildings			
214-264.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE	1,758.10
214-264.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	30.58
	Total For Dept 264.000 Buildings		<u>1,788.68</u>
	Total For Fund 214 Depot Fund		<u>1,788.68</u>
Fund 226 Rubbish Collection Fund			
Dept 521.000 Sanitation/Solid Waste			
226-521.000-717.000	RELiance STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	22.20
226-521.000-804.200	STEVENSVILLE TRANSFER STATION-3246	TRASH DUMPING	3,346.52
	Total For Dept 521.000 Sanitation/Solid Waste		<u>3,368.72</u>
	Total For Fund 226 Rubbish Collection Fund		<u>3,368.72</u>
Fund 271 Library Fund			
Dept 790.000 Library			

271-790.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	55.66
271-790.000-728.000	QUADIENT FINANCE USA, INC	AUGUST BILLING	58.84
271-790.000-740.000	AMAZON CAPITAL SERVICES	SUPPLIES	89.99
271-790.000-740.000	CHICAGO DISTRIBUTION CENTER	BOOKMARKS	31.58
271-790.000-740.000	DOUBLEDAY OFFICE PRODUCTS	CLEANING SUPPLIES	20.94
271-790.000-740.000	DOUBLEDAY OFFICE PRODUCTS	OFFICE SUPPLIES	27.66
271-790.000-740.000	KSS ENTERPRISES	CLEANING SUPPLIES	209.51
271-790.000-780.000	BAKER & TAYLOR BOOKS	CHILDREN - FICTION	55.76
271-790.000-780.000	ELM USA, INC.	DVD CLEANING	25.00
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC	33.47
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDRENS NFIC	17.07
271-790.000-780.000	INGRAM LIBRARY SERVICES	CHILDREN NFIC	25.56
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC	152.26
271-790.000-780.000	INGRAM LIBRARY SERVICES	YOUNG ADULT	21.83
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC	16.20
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC	31.84
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC	65.34
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC	30.76
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FICTION	142.55
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC	15.11
271-790.000-780.000	INGRAM LIBRARY SERVICES	YOUNG ADULT	139.80
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC	16.20
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC	16.20
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC	80.39
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FICTION	28.61
271-790.000-780.000	CENGAGE GROUP	LARGE PRINT	161.55
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC	16.19
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC	47.51
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT FIC	17.81
271-790.000-780.000	INGRAM LIBRARY SERVICES	ADULT NFIC	16.19
271-790.000-801.000	UNIQUE MANAGEMENT SERVICES, INC.	PLACEMENTS	11.65
271-790.000-805.000	BANYON FETTE LAW OFFICE	LEGAL SERVICES	85.00
271-790.000-885.000	AMAZON CAPITAL SERVICES	SUPPLIES	54.57
271-790.000-885.000	STRONG, ADELLA	REIMBURSEMENT FOR SUPPLIES	82.75
271-790.000-885.000	STAKLEY, PAULA	REIMBURSEMENT FOR TEEN LOCK IN SNACKS	65.91
271-790.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE	5,274.31
271-790.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	2,384.02
271-790.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00005	49.26
271-790.000-930.000	CROWDER LANDSCAPING & LAWN CARE LLC	LAWN MAINTENANCE	1,360.00
271-790.000-930.000	D.L. GALLIVAN OFFICE SOLUTIONS	COPIER USAGE	400.34
271-790.000-930.000	EPS SECURITY	MONTHLY MONITORING	26.50
271-790.000-930.000	S.A. MORMAN & CO.	50% DOWN PAYMENT - METAL DOOR	2,500.00
	Total For Dept 790.000 Library		13,961.69

Total For Fund 271 Library Fund

13,961.69

Fund 275 Band Fund

Dept 802.000 Municipal Band

275-802.000-740.000	J.W. PEPPER & SON INC.	MUSIC FOR BAND	80.00
275-802.000-740.000	J.W. PEPPER & SON INC.	MUSIC FOR BAND	80.00
275-802.000-740.000	J.W. PEPPER & SON INC.	MUSIC FOR BAND	70.00
275-802.000-801.000	STECK, MARY C	BAND PAY 08-17-2025 AND 08-24-2025	166.70
275-802.000-810.000	ALVAREZ, MARCOS	BAND PAY 08-17-2025	83.35
275-802.000-810.000	BAUMANN, CHRISTINA	BAND PAY 08-24-2025	73.43
275-802.000-810.000	BECKER, MICHAEL	BAND PAY 08-17-2025	83.35
275-802.000-810.000	BOMER, DELAIN	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	BOYNTON-JOHANSKI, MARISSA	BAND PAY 08-17-2025 AND 08-24-2025	146.86
275-802.000-810.000	BUBAR, LISA	BAND PAY 08-17-2025 AND 08-24-2025	211.04
275-802.000-810.000	BUETER, KATHERINE C	BAND PAY 08-24-2025	124.00
275-802.000-810.000	BURCH, CHARLOTTE M.	BAND PAY 08-17-2025 AND 08-24-2025	166.70
275-802.000-810.000	CAMP, WILLIAM E	BAND PAY 08-17-2025	142.97
275-802.000-810.000	CHAPMAN, CHRISTOPHER	BAND PAY 08-15-2025	154.00
275-802.000-810.000	CHILTON, LISA	BAND PAY 08-15-2025	134.62
275-802.000-810.000	CHRISTENSEN, KATHRYN	BAND PAY 08-17-2025 AND 08-24-2025	146.86
275-802.000-810.000	COLLER, JARED	BAND PAY 08-24-2025	124.00
275-802.000-810.000	COOPER, GARY A	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	346.56
275-802.000-810.000	CROUCH, JAY C	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	299.02
275-802.000-810.000	DAVIDSON, MARY MARGARET	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	DAWSON, ANNE MARIE	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	DETGEN, KRISTIE JOYE	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	DETGEN, STACIE BETH	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	DOE, JOSHUA	BAND PAY 08-15-2025 AND 08-24-2025	146.86
275-802.000-810.000	DOE, TIANNA	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	DURHAM, NATHAN	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	250.29
275-802.000-810.000	EMILY ICKES	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	ENDERS, JR. JOHN ADAM	BAND PAY 08-17-2025 AND 08-24-2025	185.67
275-802.000-810.000	EYERLY, BRITTNEY	BAND PAY 08-17-2025 AND 08-24-2025	146.86
275-802.000-810.000	FISHER, ANDREW	BAND PAY 08-15-2025	134.62
275-802.000-810.000	GERLING, JEAN	BAND PAY 08-25-2025	124.00
275-802.000-810.000	GIBSON, CHRISTINA	BAND PAY 08-17-2025	83.35
275-802.000-810.000	GLEASON, JAMES	BAND PAY 07-27-2025 AND 08-03-2025	166.70
275-802.000-810.000	GOODMAN, PAUL R.	BAND PAY 08-17-2025 AND 08-24-2025	211.04
275-802.000-810.000	GORMAN, JEFF	BAND PAY 08-17-2025	83.35
275-802.000-810.000	GRIFFITH, GARY	BAND PAY 08-15-2025 AND 08-24-2025	176.86
275-802.000-810.000	HARTMAN, MARC	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	448.74
275-802.000-810.000	HAWKINS, GRAYLING	BAND PAY 08-17-2025 AND 08-24-2025	248.00

275-802.000-810.000	INGLEFIELD, DEBRA	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	JAFFEE, ELIZABETH	BAND PAY 08-17-2025 AND 08-24-2025	211.04
275-802.000-810.000	KAPTUR, DREW A.	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	537.82
275-802.000-810.000	KING, LILLIEANNA	BAND PAY 08-24-2025	83.35
275-802.000-810.000	KROENING, DEBRA M.	BAND PAY 08-17-2025 AND 08-24-2025	230.01
275-802.000-810.000	KURTIS, GARY	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	KURTZWEIL, SCOTT	BAND PAY 08-17-2025 AND 08-24-2025	166.70
275-802.000-810.000	LIVENGOOD, RUTH	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	280.05
275-802.000-810.000	LOPEZ, DANIEL	BAND PAY 08-15-2025	124.00
275-802.000-810.000	MAZE, DAKOTA	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	MCFARLAND, GLENN	BAND PAY 08-15-2025	113.35
275-802.000-810.000	MILLER, DENALL R.	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	MILTIBARGER, MEGAN	BAND PAY 08-17-2025	83.35
275-802.000-810.000	MITCHELL, ALAN	BAND PAY 08-24-2025	124.00
275-802.000-810.000	MYERS, STEPHEN	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	OLSON, EMMA	BAND PAY 08-17-2025	124.00
275-802.000-810.000	PAGEL, KIRSTEN	BAND PAY 08-15-2025 AND 08-17-2025	196.70
275-802.000-810.000	PRATHER, MELODY	BAND PAY 08-17-2025 AND 08-24-2025	146.86
275-802.000-810.000	PRATT, GREG	BAND PAY 08-17-2025 AND 08-24-2025	166.70
275-802.000-810.000	RATAJIK, DR DAVID L.	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	280.05
275-802.000-810.000	ROGERS, WILLIAM F.	BAND PAY 08-17-2025 AND 08-24-2025	166.70
275-802.000-810.000	ROORDA, JACOB	BAND PAY 08-17-2025 AND 08-24-2025	146.86
275-802.000-810.000	ROORDA, MEREDY	BAND PAY 08-17-2025 AND 08-24-2025	146.86
275-802.000-810.000	RUPP, GRANT	BAND PAY 08-15-2025	154.00
275-802.000-810.000	SCHADLER, CHERYL HOGE	BAND PAY 08-17-2025 AND 08-24-2025	146.86
275-802.000-810.000	SCHADLER, DR STEVEN E	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	400.01
275-802.000-810.000	SHANNON, MICHAEL P	BAND PAY 08-17-2025 AND 08-24-2025	248.00
275-802.000-810.000	SLUYTER, ANNE LOUISE	BAND PAY 08-17-2025	124.00
275-802.000-810.000	STECK, CHARLES	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	420.97
275-802.000-810.000	STELTER, CAROL	BAND PAY 08-15-2025 AND 08-24-2025	278.00
275-802.000-810.000	STREET, JAN	BAND PAY 08-17-2025 AND 08-24-2025	166.70
275-802.000-810.000	TROJAN JR, RONALD	BAND PAY 08-24-2025	83.35
275-802.000-810.000	VANROEKEL, BENJAMIN	BAND PAY 08-15-2025, 08-17-2025, AND 08-24-2025	402.00
275-802.000-810.000	VOGIE, JEFFREY	BAND PAY 08-17-2025 AND 08-24-2025	146.86
275-802.000-810.000	VOGIE, LONA	BAND PAY 08-17-2025 AND 08-24-2025	165.83
275-802.000-810.000	WAGNER, JOSHUA	BAND PAY 08-15-2025 AND 08-17-2025	269.24
275-802.000-810.000	WALDBURGER, ELISABETH	BAND PAY 08-17-2025 AND 08-24-2025	166.70
275-802.000-810.000	WHITMYER, DWAYNE	BAND PAY 08-17-2025 AND 08-24-2025	496.00
275-802.000-810.000	WILLIAMSON, KEELY	BAND PAY 08-17-2025 AND 08-24-2025	295.94
275-802.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE	1,758.10
275-802.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	81.38
	Total For Dept 802.000 Municipal Band		17,148.14

	Total For Fund 275 Band Fund		<u>17,148.14</u>
Fund 401 Capital Projects Fund			
Dept 728.100 Downtown Plan Implementation			
401-728.100-967.000	FAIRMONT SIGN COMPANY	3RD AND FINAL INVOICE	<u>78,235.81</u>
	Total For Dept 728.100 Downtown Plan Implementation		<u>78,235.81</u>
Dept 751.190 Light up the Bluff Equipment			
401-751.190-967.000	BRONNER'S COMMERCIAL DISPLAY	REFURBISH 2 ARCHES	<u>18,792.00</u>
	Total For Dept 751.190 Light up the Bluff Equipment		<u>18,792.00</u>
Dept 901.018 City Hall Elevator			
401-901.018-967.000	HERALD-PALLADIUM	AD FOR PROJECT	<u>135.75</u>
	Total For Dept 901.018 City Hall Elevator		<u>135.75</u>
Dept 901.020 City Hall Carpet (PS side)			
401-901.020-967.000	COUNTRY CARPET SHOPPE	PROJECT MATERIALS	<u>89.64</u>
	Total For Dept 901.020 City Hall Carpet (PS side)		<u>89.64</u>
Dept 901.024 Painting Lions Park Shelters			
401-901.024-930.000	HERALD-PALLADIUM	AD FOR PROJECT	<u>128.25</u>
	Total For Dept 901.024 Painting Lions Park Shelters		<u>128.25</u>
	Total For Fund 401 Capital Projects Fund		<u>97,381.45</u>
Fund 471 Library Capital Project Fund			
Dept 905.000 Debt Service			
471-905.000-991.000	HUNTINGTON PUBLIC CAP CORP	CAP EFFICIENCY PAYMENT	33,000.00
471-905.000-995.000	HUNTINGTON PUBLIC CAP CORP	CAP EFFICIENCY PAYMENT	<u>22,269.20</u>
	Total For Dept 905.000 Debt Service		<u>55,269.20</u>
	Total For Fund 471 Library Capital Project Fund		<u>55,269.20</u>
Fund 590 Sewer Fund			
Dept 000.000			
590-000.000-211.000	KALIN CONSTRUCTION	CSO EA PROJECT CONSTRUCTION	166,823.42
590-000.000-256.000	FIRST CHURCH OF GOD	UB REFUND FINAL: 230360 - 2624 PIXLEY AV	<u>243.07</u>
	Total For Dept 000.000		<u>167,066.49</u>
Dept 527.000 Sewer System			
590-527.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	13.20
590-527.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE	15,822.95
590-527.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	1,110.61

590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00011	38.58
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00007	40.01
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00008	38.58
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT # 0506740475-00001	39.29
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0503619446-00001	40.79
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0614144879-00001	39.29
590-527.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0614144879-00002	43.97
590-527.000-930.000	KALIN CONSTRUCTION	NAPIER CASTING ADJUSTMENTS	4,030.00
	Total For Dept 527.000 Sewer System		21,257.27
Dept 527.500 CSO storage project			
590-527.500-801.000	WADE TRIM	CSO EA PROJECT CONST. ADMIN	4,497.50
590-527.500-973.000	KALIN CONSTRUCTION	CSO EA PROJECT CONSTRUCTION	23,712.30
	Total For Dept 527.500 CSO storage project		28,209.80
	Total For Fund 590 Sewer Fund		216,533.56
Fund 591 Water Fund			
Dept 000.000			
591-000.000-256.000	CHICAGO TITLE	UB REFUND: 241570 - 2901 WILLA DR FINAL	53.76
591-000.000-256.000	NORDBERG, VICKIE	UB REFUND: 820934	24.83
591-000.000-256.000	FIRST CHURCH OF GOD	UB REFUND FINAL: 230360 - 2624 PIXLEY AV	3.05
591-000.000-256.000	MATTSON, JUSTIN	UB REFUND: 751591 - 5556 DONALD ST	61.83
	Total For Dept 000.000		143.47
Dept 530.000 Water Treatment Plant			
591-530.000-717.000	RELiance STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	96.20
591-530.000-740.000	ERA	LAB QA/QC	449.98
591-530.000-740.000	GRAINGER	DAMPER	86.40
591-530.000-740.000	GRAINGER	LIFE JACKET	103.09
591-530.000-740.000	GRAINGER	RING BUOYS/LIFE JACKETS	682.13
591-530.000-740.000	HOLLYWOOD SMALL ENGINE	PARTS	79.00
591-530.000-740.000	SHARE CORPORATION	MOLD MILDEW PRODUCTS	524.62
591-530.000-740.000	GREAT LAKES ELECTRIC	REPLACEMENT LIGHT BULBS	500.00
591-530.000-750.000	WILSON CHEMICAL SOLUTIONS	ALUM	7,156.74
591-530.000-750.000	WILSON CHEMICAL SOLUTIONS	CHLORINE - BLEACH	8,937.75
591-530.000-750.000	WILSON CHEMICAL SOLUTIONS	ALUM	7,153.72
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	CCT STUDY	4,865.55
591-530.000-801.000	CORNWELL ENGINEERING GROUP, INC.	CCT STUDY - ANALYSIS	1,890.00
591-530.000-801.000	DIXON ENGINEERING, INC.	RESERVOIR INSPECTION	6,300.00
591-530.000-801.000	EUROFINS EATON ANALYTICAL LLC	ANALYSIS - TOC	108.16
591-530.000-801.000	CREATIVE LANDSCAPING	MOWING SERVICE	280.37
591-530.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE	33,404.00

591-530.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	34,858.80
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00012	51.64
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00002	41.96
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0504619643-00003	38.58
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0507486606-00001	39.29
591-530.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00004	36.63
591-530.000-930.000	CUMMINS SALES & SERVICE	GENERATOR PM	1,244.02
591-530.000-930.000	CUMMINS SALES & SERVICE	GENERATOR PM	1,275.37
591-530.000-930.000	FRANKLIN HOLWERDA COMPANY	REPAIR VALVE	845.90
591-530.000-930.000	KONE INC	ELEVATOR PM	266.61
591-530.000-930.000	SHORELINE BUILDING SERVICES LLC	JANITOR - SEPT 2025	1,800.00
591-530.000-930.000	UNDERWATER CONSTRUCTION CORP.	INTAKE INSPECTIONS	13,062.85
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	19.34
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	156.96
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	156.96
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	19.34
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	156.96
591-530.000-930.000	VESTIS SERVICES, LLC	RUGS AND RAGS	19.34
	Total For Dept 530.000 Water Treatment Plant		----- 126,708.26
Dept 536.000 Water Distribution System			
591-536.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	116.80
591-536.000-740.000	CORE & MAIN LP	WATER MAIN REPAIR PARTS	1,271.38
591-536.000-740.000	CORE & MAIN LP	WATER MAIN REPAIR PARTS	5,849.60
591-536.000-740.000	CORE & MAIN LP	WATER METER SUPPLIES/PARTS	880.00
591-536.000-740.000	ETNA SUPPLY COMPANY	METER SUPPLIES	150.00
591-536.000-740.000	FERGUSON WATERWORKS #3386	WATER MAIN REPAIR PARTS	482.40
591-536.000-740.000	FERGUSON WATERWORKS #3386	AUTHORITY FIRE HYDRANTS	16,869.00
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCH FOR WATER	820.75
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCH FOR WATER	612.63
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCH FPR WATER	820.75
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCH FOR WATER	1,133.38
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCHES FOR WATER	758.50
591-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCH FOR WATER	2,094.00
591-536.000-740.000	LEEP'S SUPPLY CO., INC.	REPLACEMENT TOOLS	107.25
591-536.000-740.000	RIETH-RILEY CONSTRUCTION CO., INC.	ASPHALT PATCH FOR WATER	363.95
591-536.000-740.000	RIETH-RILEY CONSTRUCTION CO., INC.	ASPHALT PATCH FOR WATER	377.73
591-536.000-740.000	RIETH-RILEY CONSTRUCTION CO., INC.	ASPHALT PATCH FOR WATER	380.63
591-536.000-740.000	RIETH-RILEY CONSTRUCTION CO., INC.	ASPHALT PATCHES FOR WATER	340.03
591-536.000-740.000	TRICKL-EEZ IRRIGATION INC.	IRRIGATION REPAIR PARTS	194.99
591-536.000-740.000	USA BLUE BOOK	REPLACEMENT TOOLS	302.80
591-536.000-740.000	ZBATTERY.COM, INC.	BATTERIES/TOOL	147.45
591-536.000-771.000	ETNA SUPPLY COMPANY	MXUS	13,770.00

591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METERS/CHAMBERS	8,835.00
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METERS	12,524.00
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METERS	1,880.00
591-536.000-771.000	ETNA SUPPLY COMPANY	WATER METERS	3,467.81
591-536.000-801.000	BERRIEN COUNTY ROAD DEPARTMENT	ROW PERMIT	35.00
591-536.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE	15,822.95
	Total For Dept 536.000 Water Distribution System		<u>90,408.78</u>
Dept 540.000 Water Administration			
591-540.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	44.40
591-540.000-728.000	QUADIENT FINANCE USA, INC	AUGUST BILLING	117.48
591-540.000-728.000	SBF ENTERPRISES	AUGUST DELINQUEN NOTICES FOR SJCT	353.47
591-540.000-740.000	AMAZON CAPITAL SERVICES	WARRANTY FOR CASH COUNTER AND ASSESSING TOC	142.99
591-540.000-801.000	SBF ENTERPRISES	AUGUST DELINQUEN NOTICES FOR SJCT	130.47
	Total For Dept 540.000 Water Administration		<u>788.81</u>
	Total For Fund 591 Water Fund		<u><u>218,049.32</u></u>
Fund 592 City System Development Fund			
Dept 000.000			
592-000.000-256.000	CHICAGO TITLE	UB REFUND: 241570 - 2901 WILLA DR FINAL	24.23
592-000.000-256.000	CHICAGO TITLE	UB REFUND:170341 - 2510 LAKESHORE DR FIN	11.48
	Total For Dept 000.000		<u>35.71</u>
Dept 536.000 Water Distribution System			
592-536.000-740.000	FERGUSON WATERWORKS #3386	CITY FH SLUSHING/TESTING	466.53
592-536.000-740.000	HIGH GRADE MATERIALS CO.	CONCRETE PATCHES FOR WATER	758.50
592-536.000-804.000	MILLER, TOM	05-16-25 TO 05-31-25 MILEAGE	120.54
592-536.000-804.000	MILLER, TOM	06-01-25 TO 06-30-25 MILEAGE	139.72
592-536.000-804.000	MILLER, TOM	07-01-25 TO 08-31-25 MILEAGE	87.78
	Total For Dept 536.000 Water Distribution System		<u>1,573.07</u>
	Total For Fund 592 City System Development Fund		<u><u>1,608.78</u></u>
Fund 594 Marina Fund			
Dept 597.000 Marina Operations			
594-597.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	49.20
594-597.000-740.000	ACE HARDWARE	SUPPLIES - MAINTENANCE	17.08
594-597.000-740.000	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	1,572.34
594-597.000-740.000	SOUTHWESTERN SUPPLY	BELT/BATHHOUSE	20.00
594-597.000-740.000	OSCAR'S PRINTING & COPY CENTER	ENVELOPES	254.06
594-597.000-741.000	MERLE BOES	DIESEL	1,388.84
594-597.000-741.000	MERLE BOES	GAS	10,075.53

594-597.000-741.000	MERLE BOES	GAS	10,669.62
594-597.000-741.000	MERLE BOES	DIESEL	2,657.66
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	38.41
594-597.000-742.000	WEST MARINE PRO	RESALE - STORE	393.96
594-597.000-776.000	MERLE BOES	FUEL TANK GAUGE	160.00
594-597.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE	7,032.42
594-597.000-920.000	INDIANA MICHIGAN POWER COMPANY	AUGUST BILLING	2,171.88
594-597.000-920.000	MICHIGAN GAS UTILITIES	ACCT #0505563219-00002	53.54
594-597.000-930.000	SHORELINE BUILDING SERVICES LLC	CLEANING SERVICE	1,050.00
	Total For Dept 597.000 Marina Operations		37,604.54
	Total For Fund 594 Marina Fund		37,604.54
Fund 661 Motor Pool Fund			
Dept 345.000 Public Safety Department			
661-345.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRE	193.00
661-345.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRES	776.50
	Total For Dept 345.000 Public Safety Department		969.50
Dept 441.000 Public Works Department			
661-441.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	12.40
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER AND BATTERY	216.87
661-441.000-740.000	FISHER AUTO PARTS, INC.	SHOP SUPPLIES	29.88
661-441.000-740.000	MICHIANA SUPPLY INC.	HARDWARE	7.98
661-441.000-740.000	MICHIANA SUPPLY INC.	PART	10.00
661-441.000-740.000	THE SAFETY COMPANY LLC, DBA MTECH	PART	766.37
661-441.000-740.000	VALLEY TRUCK PARTS, INC	PART	20.74
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	FILTERS	272.28
661-441.000-740.000	CERTIFIED LABORATORIES	SHOP SUPPLIES	149.80
661-441.000-740.000	FISHER AUTO PARTS, INC.	PARTS	146.89
661-441.000-740.000	FISHER AUTO PARTS, INC.	PARTS	77.80
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	20.21
661-441.000-740.000	FISHER AUTO PARTS, INC.	PARTS	99.45
661-441.000-740.000	FISHER AUTO PARTS, INC.	PART	95.21
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	20.21
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	14.16
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	20.21
661-441.000-740.000	FISHER AUTO PARTS, INC.	FILTER	14.16
661-441.000-740.000	MICHIANA SUPPLY INC.	PARTS/HARDWARE	96.32
661-441.000-740.000	MID-COUNTY LAWN & GARDEN	PARTS	47.07
661-441.000-740.000	MID-COUNTY LAWN & GARDEN	BAR OIL MOWER FILTERS	51.43
661-441.000-740.000	THE SAFETY COMPANY LLC, DBA MTECH	PART	212.98
661-441.000-740.000	THE SAFETY COMPANY LLC, DBA MTECH	PARTS	267.81

661-441.000-740.000	THE SAFETY COMPANY LLC, DBA MTECH	PARTS	384.81
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	OIL FILTERS	77.32
661-441.000-740.000	WEST MICHIGAN INTERNATIONAL LLC	PART	303.25
661-441.000-741.000	MERLE BOES	POL	576.95
661-441.000-910.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	LIABILITY INSURANCE	28,129.68
661-441.000-930.000	GOOD YEAR TIRE & RUBBER CO.	TIRE	165.51
	Total For Dept 441.000 Public Works Department		<u>32,307.75</u>
Dept 441.511 Dump Truck			
661-441.511-977.000	TRUCK & TRAILER SPECIALTIES	DUMP TRUCK BUILD	52,991.00
	Total For Dept 441.511 Dump Truck		<u>52,991.00</u>
	Total For Fund 661 Motor Pool Fund		<u>86,268.25</u>
Fund 677 Self-Insurance Fund			
Dept 851.000 Insurance Premiums			
677-851.000-717.000	RELIANCE STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 VOLUNTARY LIFE INSURANCE	292.53
	Total For Dept 851.000 Insurance Premiums		<u>292.53</u>
	Total For Fund 677 Self-Insurance Fund		<u>292.53</u>
Fund 690 Health Care Fund			
Dept 000.000			
690-000.000-687.000	BLUE CROSS BLUE SHIELD	BILL PERIOD 07-01-2025 TO 07-31-2025	(22.38)
	Total For Dept 000.000		<u>(22.38)</u>
Dept 851.000 Insurance Premiums			
690-851.000-716.200	BLUE CROSS BLUE SHIELD	BILL PERIOD 07-01-2025 TO 07-31-2025	105,077.30
690-851.000-716.300	BLUE CROSS BLUE SHIELD	BILL PERIOD 07-01-2025 TO 07-31-2025	74,393.28
690-851.000-716.400	BLUE CROSS BLUE SHIELD	BILL PERIOD 07-01-2025 TO 07-31-2025	(9,239.58)
690-851.000-716.600	BLUE CROSS BLUE SHIELD	BILL PERIOD 07-01-2025 TO 07-31-2025	2,983.62
	Total For Dept 851.000 Insurance Premiums		<u>173,214.62</u>
	Total For Fund 690 Health Care Fund		<u>173,192.24</u>
Fund 703 Current Tax Collection Fund			
Dept 000.000			
703-000.000-956.000	BENTON HARBOR AREA SCHOOLS	BHS SINKING FUND	545.95
703-000.000-956.000	BERRIEN COUNTY BROWNFIELD AUTHORITY	BROWNFIELD AUTHORITY	357,792.40
703-000.000-956.000	BERRIEN COUNTY INTERMEDIATE	RESA GENERAL	8,189.37
703-000.000-956.000	BERRIEN COUNTY INTERMEDIATE	RESA SPECIAL	103,071.59
703-000.000-956.000	LAKE MICHIGAN COLLEGE	LAKE MI COLLEGE	106,455.10
703-000.000-956.000	SOUTHWEST MI REGIONAL AIRPORT	AIRPORT	11,474.19

703-000.000-956.000	ST JOSEPH PUBLIC SCHOOLS	SJPS OPERATING	461,972.44
703-000.000-956.000	ST JOSEPH PUBLIC SCHOOLS	SJPS SCH-2014BLDGS	53,524.77
703-000.000-956.000	ST JOSEPH PUBLIC SCHOOLS	SJPS SCH-2010DEBT	169,309.28
703-000.000-956.000	ST JOSEPH PUBLIC SCHOOLS	SJPS SCH-2016DEBT	32,118.69
703-000.000-956.000	WHIRLPOOL CORP	TAX REFUND	79,660.94
	Total For Dept 000.000		<u>1,384,114.72</u>
	Total For Fund 703 Current Tax Collection Fund		<u><u>1,384,114.72</u></u>
Fund 731 Retirement System Fund			
Dept 441.000 Public Works Department			
731-441.000-875.000	FIDELITY MANAGEMENT TRUST CO	AVIE KRAUSS - PENSION ROLLOVER	<u>2,132.72</u>
	Total For Dept 441.000 Public Works Department		<u>2,132.72</u>
	Total For Fund 731 Retirement System Fund		<u><u>2,132.72</u></u>
Fund 755 Housing Payroll Fund			
Dept 535.000 Component Units & Joint Ventures			
755-535.000-717.000	RELiance STANDARD LIFE INSURANCE CO	SEPTEMBER 2025 LIFE INSURANCE	<u>21.60</u>
	Total For Dept 535.000 Component Units & Joint Ventures		<u>21.60</u>
	Total For Fund 755 Housing Payroll Fund		<u><u>21.60</u></u>
Fund Totals:			
	Fund 101 General Fund		150,538.24
	Fund 202 Major Street Fund		3,787.87
	Fund 203 Local Street Fund		1,882.95
	Fund 209 Cemetery Fund		2,022.30
	Fund 214 Depot Fund		1,788.68
	Fund 226 Rubbish Collection Fund		3,368.72
	Fund 271 Library Fund		13,961.69
	Fund 275 Band Fund		17,148.14
	Fund 401 Capital Projects Fund		97,381.45
	Fund 471 Library Capital Project Fund		55,269.20
	Fund 590 Sewer Fund		216,533.56
	Fund 591 Water Fund		218,049.32
	Fund 592 City System Development Fund		1,608.78
	Fund 594 Marina Fund		37,604.54
	Fund 661 Motor Pool Fund		86,268.25
	Fund 677 Self-Insurance Fund		292.53
	Fund 690 Health Care Fund		173,192.24
	Fund 703 Current Tax Collection Fund		1,384,114.72

Fund 731 Retirement System Fund	2,132.72
Fund 755 Housing Payroll Fund	21.60
Total For All Funds:	<u>2,466,967.50</u>

# Agenda Item

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**TO:** Members of the City Commission

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

**RE:** Text Amendment - Section 9.8.2 MS-OD Main Street Overlay District - District Boundaries and Descriptions - Graham Kutchek - Second and Final Reading

**MEETING DATE:** September 8, 2025

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## **Request**

Graham Kutchek is requesting an amendment to Section 9.8.2 of the zoning ordinance as it relates to the district boundaries of the MS-OD Main Street Overlay District. The applicant purchased a property that is excluded from the overlay district because it is located in the R1-E Single-Family Residence district.

The applicant is requesting the boundaries established in Section 9.8.2 of the zoning ordinance be amended to include the one area located between Pearl and Park Streets that is located in the zoned R1-E Single-Family Residence district be included within the overlay district. There are five parcels with dwellings and one vacant parcel that abut Main Street between Pearl and Park Streets. Three dwellings are owner occupied, one is a registered rental and the remaining parcel has been used with office space on the street level/ground floor and a single-dwelling unit on the second and third floors.

According to Section 9.8.1 the intent of the 2021 overlay district is “to allow more residential housing options, specifically including residential housing on the ground floor, within the busy mixed use Main Street corridor. The MS-OD recognizes there is a declining demand for office space and an increasing demand for additional residential dwelling options, and the need to maintain and preserve an attractive gateway that transitions from a mix of low intensity commercial, office, and residential uses to the downtown shopping district.” Four additional objectives are listed within Section 9.8 of the zoning ordinance.

## **Planning Commission Recommendation**

On August 7, 2025, the Planning Commission conducted a public hearing and heard a presentation from a representative of the applicant, one audience member who lives on the block facing Main Street spoke in favor of the request. No written comments were received and legal notice was sent to all property owners with the overlay district. The Planning Commission unanimously recommended approval of the proposed text amendment by a vote of 8-0.

## **City Commission Action and Code Provisions for Amendments**

On August 25, 2025, the City Commission unanimously approved the first reading of the draft ordinance to amend the language in Section 9.8.2 of the zoning ordinance to include properties within the R1-E Single-Family Residence District to be eligible to add additional dwelling units under certain conditions.

Following is Section 22.3 Factors to Consider on Rezoning. In reviewing any application for an amendment, the City Commission shall evaluate all factors relevant to the application. 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?

If the City Commission approves the second and final reading of the adopting ordinance will become effective ten days later. No public hearing is required. Please refer back to the August 25, 2025, City Commission agenda packet for additional information.

*Action Requested:*

Move to approve the second and final reading of an ordinance to amend Article IX Special Districts, Section 9.8 MS-OD Main Street Corridor Overlay District, Section 9.8.2 to include properties located within the R-1 Single-Family Residence district in the overlay district of the Zoning Ordinance of the City of St. Joseph, Michigan based on the factors set forth under Section 22.3 of the Zoning Ordinance.

**ATTACHMENT(S):**

- Draft Adopting Ordinance - Section 9 8 MSOD.pdf

**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 IX. “Special Districts”, Sec. 9.8 “MS-OD” Main Street Corridor Overlay District, Sec. 9.8.2 “District Boundaries and Description.” is amended to read as follows:**

9.8.2. *District Boundaries and Description.* The MS-OD includes all properties in the CO-A Commercial Office zoning district, the C Commercial zoning district and the R-1 Single-Family Residence district that abut Main Street located between Broad Street on the north Jones Street on the south, excluding properties located in the D Downtown zoning district and planned unit developments.

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

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**TO:** City Commission

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

**RE:** Dickinson Park Restroom Project

**MEETING DATE:** September 8, 2025

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In October 2024, a contract was approved for Engineering and Design services with Abonmarche for the construction of a restroom and parking lot at Dickinson Park. This project was associated with the City receiving a Land and Water Conservation Fund (LWCF) grant in the amount of \$260,000. The original project estimate that was submitted as part of the grant application in April 2023 was \$520,000 and LWCF grants require a 50% match thus the \$260,000 grant.

An additional driver of this project was improvements done by St. Joseph Public Schools to the baseball and softball fields last summer. The City and St. Joseph Schools entered into a 50 year lease in an effort to facilitate the work done by the school. Within the terms of that lease, the City committed to park improvements - specifically the restroom facility, playground equipment, landscaping and asphalt parking lot. It also states the City will strive for park improvements to begin after the district's 2025 baseball/softball season and completed within a reasonable time. The installation of the playground was not included in the grant application and will happen independently of this project.

With that information, City staff, in coordination with Abonmarche, began design and engineering work on the building and parking lot, with the goal of having the bid documents to the DNR for review in July and out for bids in August with substantial completion prior to the start of the 2026 baseball and softball season.

As noted above, when the grant application was submitted in 2023 the estimated cost of this project was \$520,000.00. Prior to releasing the bids Abonmarche estimated the project at \$601,000.00

Abonmarche released the bid packet on August 4 with responses due back to the City on August 26. At that time the City received seven responses from: TRG Services of Granger IN, Pantelleria Construction of Benton Harbor, Cornerstone Construction of Rochester MI, CPM Construction of St. Joseph, Midwest Construction of Zeeland, Pearson Construction of Benton Harbor, and E & L Construction of Flint MI.

Abonmarche reviewed the bids to ensure nothing was missed and all required documents were submitted, then verified the completeness of the two lowest bidders - Pearson Construction (\$607,990.00, 1% over engineers estimate) and Midwest Construction (\$649,917.13, 8% over engineers estimate). Abonmarche then scheduled interviews with both companies and City staff to talk about the project and answer any questions or concerns the contractors or City staff had.

After a thorough review, City staff and the Abonmarche team recommend acceptance of the proposal from Pearson Construction of Benton Harbor, MI for the construction of the restroom and parking lot

at Dickinson Park in the amount of \$607,990.00

*Action Requested:* Consider a motion to approve the bid from Pearson Construction of Benton Harbor, MI in the amount of \$607,990.00 to construct a restroom facility and parking lot in Dickinson Park and authorize the City Manager to execute the appropriate documents on behalf of the City.

**ATTACHMENT(S):**

- Lease Agreement 2025.pdf
- 24-1773 - Bid Tabulation.pdf
- Pearson Construction Bid.pdf
- Dickinson park restrooms - Option 1 REV.pdf
- Civil Plans.pdf

**LEASE AGREEMENT FOR  
DICKINSON PARK BASEBALL AND SOFTBALL FIELDS**

This **LEASE AGREEMENT** ("Lease" or "Agreement") is between the **CITY OF ST. JOSEPH**, a municipal corporation, with its business address located at 700 Broad Street, St. Joseph, Michigan 49085 ("City") and **ST. JOSEPH PUBLIC SCHOOLS**, a Michigan general powers school district organized and operating pursuant to the Michigan Revised School Code, MCL 380.1, *et seq.*, located at 2580 S. Cleveland Avenue, St. Joseph, MI 49085 ("SJPS" or "District"), and provides as follows:

**RECITATIONS**

The City owns Dickinson Park, located at 2499 Stadium Drive, St. Joseph, Michigan 49085, Parcel No. 76-0026-0106-00-5 ("Park" or "Dickinson Park"), a public park property of more than 8 acres, including undeveloped land used for casual recreational activities, a baseball field, and a softball field. The St. Joseph High School's interscholastic baseball and softball programs have long used the Park's baseball and softball fields during the spring season under the terms of a Shared Facilities Agreement between SJPS and the City, the most recent being approved in 2017. The Shared Facilities Agreement for Dickinson Park describes the uses allowed by SJPS and outlines the rights and responsibilities of the City and SJPS for repairs, maintenance, and improvements; the current ten-year term began October 26, 2017, and ends on June 30, 2027.

Several years ago, an anonymous donor with strong ties to SJPS approached SJPS and the St. Joseph Public Schools Foundation ("Foundation") with an offer to fund over \$1.Million in improvements to the Park's baseball and softball fields facility ("Field Improvements"). The donor directed funding to the Foundation for such improvements (referred to herein as "the donation").

SJPS engaged Abonmarche Consultants to design and prepare renderings and cost estimates of the proposed Field Improvements; City and SJPS representatives took part in this design process. The parties believe the proposed plans are compatible with the City's 2021-2025 Parks and Recreation Plan, as well as baseball and softball field improvements depicted in the City's approved 2018 Master Plan for Dickinson Park attached and incorporated as **Exhibit 1**. In addition to baseball and softball field improvements, the 2018 Master Plan for Dickinson Park includes other park improvements consisting of a restroom, a play structure, improved parking, concrete sidewalks, and associated utilities ("Park Improvements").

Although separate from the Field improvements, SJPS, the Foundation, and the donor believed that the construction of a new restroom facility located near the ballfields, with a changing area, was an essential part of improving the ballfields, and was critical to moving forward on the Field Improvements. Total preliminary construction costs for restroom facilities were estimated to be \$450,000, and the City agreed to pay an amount not to exceed \$225,000 and to apply for a grant from the MDNR to help fund construction costs. The donation did not include costs associated with a restroom facility, and SJPS, the Foundation, and the City agreed to further discuss funding allocations or alternate plans if the grant was not received or if additional funding was needed for the restrooms.

The City, SJPS, and the Foundation agreed to terms for the funding, construction, maintenance, and use of the proposed Field Improvements, and the new restroom facilities, set forth in a Memorandum of Understanding Regarding Dickinson Park Facilities Improvements ("MOU") fully executed on June 17, 2022 (a copy of which is attached and incorporated as **Exhibit 2.**)

On March 10, 2023, Abonmarche submitted renderings and projected costs for the restrooms and parking improvements; the cost estimates increased to approximately \$520,000. The restrooms were designed to provide a benefit to the needs of the public and the St. Joseph High School interscholastic baseball and softball programs and will be maintained by the City in accordance with its customary practices.

On March 28, 2023, the City applied for a grant from the United States Land and Water Conservation Fund, administered by the Michigan Department of Natural Resources ("MDNR"), for an ADA-compliant restroom building, a paved parking lot, and a sidewalk providing connectivity between Lakeview Avenue and Stadium Drive. If the grant is approved, work is projected to take place in the 2024-25 fiscal year.

Sadly, the donor passed away before the construction of the Field Improvements began. In addition, bids for the project came in higher than expected, forcing cuts to some of the planned improvements unless other sources of funding are obtained.

Construction of the baseball and softball field improvements was anticipated to be complete by the start of the 2024 spring baseball/softball season; however, bids have not been awarded for the project nor has construction begun, due to funding challenges. SJPS has offered to contribute a substantial amount of SJPS funds for the baseball and softball improvements if the City agrees to a lease term of fifty (50) years; a fifty (50) year lease is required for SJPS to use its own funds. See MCL 380.1263(1) and (8).

Notwithstanding the recent grant application, the City has previously received grant funding for public outdoor recreational improvements from United States Land and Water Conservation Funds for Dickinson Park. The grant terms permanently restrict the Dickinson Park property to public outdoor recreation use unless the Secretary of the Interior approves a conversion to other than public outdoor recreation use and there is a substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. There is no intent to convert the Dickinson Park property to use other than public outdoor recreation.

The City has received confirmation from the MDNR that a fifty (50) year lease to SJPS will not violate the terms of the grant funding so long as the property remains used for public outdoor recreation and is in compliance with all other terms and conditions of the grant.

The City agrees to enter into a fifty (50) year lease with SJPS for the Dickinson Park baseball and softball fields so long as the SJPS use remains nonexclusive, the property will continue to be used for public outdoor recreation and in compliance with all terms and conditions of the United States Land and Water Conservation Funds grant, and SJPS abides by all other terms and conditions in this Lease.

The City and SJPS agree that the Dickinson Park baseball and softball fields will continue to be used non-exclusively for public outdoor recreation use in compliance with all terms and conditions of the grant, which are material conditions and terms of entering into this Lease.

In recognition of their respective benefits, SJPS and the City have agreed to share proportionately the costs of annual professional maintenance of the baseball and softball playing surfaces and the fields, as set forth in this Lease.

Similar to the Shared Facilities Agreement for Dickinson Park, SJPS and the City have a Shared Facilities Agreement for Stubblefield Tennis Courts ("tennis courts"), which is owned by the SJPS. The tennis court property was formerly part of the US Land & Water Conservation Funds project boundaries; however, it was removed from the project boundaries in 2017 when SJPS executed a quit claim deed containing a deed restriction requiring the property is used for outdoor public recreation<sup>1</sup>.

The current Shared Facilities Agreement for Stubblefield Tennis Courts is a ten-year agreement in effect through June 30, 2027, and requires that the City pay SJPS an annual fee for the City's and the public's use of the tennis courts in the initial amount of \$13,000, with annual increases based on the CPI-U, all Cities.

In recognition of the City's contribution to and ongoing maintenance costs associated with the Park restroom facility and the benefit of the planned restroom facility to SJPS, upon completion of the restroom facility, SJPS has agreed to waive the City's annual fee for the use of the tennis courts required under the Shared Facilities Agreement for Stubblefield Tennis Court through June 30, 2027, after which the parties may renegotiate the terms of the tennis court use agreement.

#### **AGREEMENT**

In consideration of the mutual promises and benefits set forth below, the City leases to SJPS, and SJPS leases from the City, the Leased Premises for the Lease Term upon the following terms and conditions:

**1. Leased Premises.** The Leased Premises are generally described as the Dickinson Park baseball and softball fields, which include the baseball and softball diamonds as currently constructed, the adjacent spectator seating, and any storage structures currently in place, along with any Field Improvements or other structures constructed on the baseball or softball fields in the future as described in this Lease. A depiction of the Leased Premises as it currently exists is attached as **Exhibit 3**.

**2. Lease Purpose.** The purpose of this Lease is to allow the Leased Premises to be used for SJPS' high school baseball and softball programs and to allow improvements to the baseball and softball fields to be constructed and funded in whole or in part with SJPS funds, as further described in this Lease.

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<sup>1</sup> The deed to the tennis court property contains the following language: The premises shall be used for outdoor public recreation, including but not limited to outdoor public recreation use by St. Joseph Public Schools."

**3. Effective Date.** The Effective Date of this Lease shall be the date of the last signature below.

**4. Term.** The term of this Lease (the "Lease Term") shall begin on the Effective Date and shall continue for 50 years terminating on the 50<sup>th</sup> anniversary of the Effective Date unless extended or sooner terminated as provided in this Lease, in which case the Lease Term shall be adjusted accordingly.

**5. Use of Leased Premises.** SJPS may use the Leased Premises for SJPS' interscholastic baseball and softball programs, including practices, games, and maintenance. In this regard, SJPS has priority over any other public use of the Leased Premises during such times, and during practices and games may exclude others from the Leased Premises as further described in section 7 below. Likewise, SJPS may exclude others from the Leased Premises during the times SJPS is performing maintenance on the Leased Premises, and otherwise only as necessary to protect the public or SJPS' allowed use of the Leased Premises. In this regard, SJPS acknowledges that Dickinson Park shall remain a public park; that when not reserved for SJPS use, the Leased Premises are available to the general public for baseball and softball recreation and other compatible uses that are unlikely to damage the Leased Premises or the Field Improvements within the Leased Premises; and that unless otherwise described in this Lease, the City shall retain full control and final approval of all other activities in the Park.

**6. Express Conditions of Use.** SJPS' use of the Leased Premises is expressly conditioned upon the following material terms:

**a. Compliance with United States Land and Water Conservation Funds Grant Agreements.** The Leased Premises must remain open and available for public outdoor recreation use and in compliance with all other requirements associated with the United States Land and Water Conservation Funds Grant Agreement for funds received, or that may be received in the future, for Dickinson Park.

**b. No Conversion.** SJPS' use of the Leased Premises shall not result in a conversion of the Dickinson Park property, in whole or in part, as defined by federal or state laws, rules, or regulations governing grant funding through the United States Land and Water Conservation Funds.

**c. Non-exclusive Use.** Subject to section 5 above, SJPS' use of the Leased Premises is non-exclusive. The City, including its officers, employees, agents, representatives, invitees, and members of the public, maintain the right to entry and use of the Leased Premises and facilities at any time for any purposes to the extent not inconsistent with the terms of this Lease.

**7. Public Recreational Activities.** The City will manage the reservation and scheduling system for all public and SJPS use of the baseball and softball playing fields. SJPS shall have priority for use of the baseball and softball playing fields during its regular interscholastic spring baseball and softball seasons as determined by the MHSAA (or its successor, if any), during which time the City will not schedule additional activities, and for official SJPS interscholastic baseball and softball team use outside the regular season that is scheduled before January 1<sup>st</sup> of each year or before other public use. To avoid conflicts, SJPS shall notify the City's designated scheduling

person in advance of all SJPS' planned use. The City shall notify SJPS of the City's designated scheduling person. The City and SJPS will work together to ensure an efficient and effective scheduling system. All scheduled use of the baseball and softball fields takes priority over unscheduled use.

**8. Rent.** Recognizing SJPS's substantial investment in Field Improvements and continued financial obligations for repair and maintenance, the base rent shall be **One Dollar (\$1.00)** per year for the Lease Term, including any extension, which will be paid in advance in one lump sum of Fifty Dollars and 00/100 (\$50.00) when the Lease Term begins.

**9. Construction of Baseball and Softball Field Improvements.** The City and SJPS agree to the construction of the Field Improvements which will include new press boxes, spectator stands, fencing, drainage, grading, resurfacing, turf, irrigation, infield materials of the playing fields, and dugout refurbishment as shown in the 2018 Master Plan for Dickinson Park. The Field Improvements shall be of high-quality design, materials, and craftsmanship, and shall bring the baseball and softball playing fields to a superior condition that will meet or exceed comparable Michigan high school playing fields.

The District will manage the construction process in coordination with the City, including final design, bidding, construction oversight, and payment processing. The final design of the Field Improvements must be reviewed and approved by the City prior to bidding and construction. SJPS will strive for construction of the Field Improvements to begin at the end of the District's 2025 spring baseball/softball season and shall ensure the Field Improvements are completed within a reasonable time, but no later than December 31, 2025.

SJPS will contribute substantial school funds to complete the Field Improvements, which may be funded as part of a proposed bond planned for a May 2024 vote, or with other SJPS funding exclusive of any Foundation funds. SJPS shall be responsible for ensuring payment of all Field Improvement construction costs, including any costs that exceed the donation to the Foundation, are paid in full when due (except any costs that are being lawfully disputed).

The City intends to complete the Park Improvements reflected in the Park Plans, specifically the restroom facility, playground equipment, landscaping, and asphalt parking lot; however, the parties recognize that completion of the same is contingent upon funding, including receipt of grant funding or private donations. The City will strive for Park Improvement construction to begin at the end of the District's 2025 spring baseball/softball season and be completed within a reasonable time.

**10. Termination of Shared Facilities Agreement for Dickinson Park.** Concurrently with the signing of this Agreement, the City and SJPS shall sign an agreement terminating the Shared Facilities Agreement for Dickinson Park and the MOU; the parties shall also work in good faith to promptly obtain the Foundation's signature to terminate the MOU.

**11. Amendment of Shared Facilities Agreement for Stubblefield Tennis Courts.** Concurrently with the signing of this Agreement, the City and SJPS shall sign an amendment to the Shared Facilities Agreement for Stubblefield Tennis Courts to waive the City's required annual

compensation for the use of the tennis court property, effective upon the completion date of the restroom facility.

## **12. Ongoing Maintenance and Repair**

a. SJPS shall be responsible for all ongoing repairs and maintenance of the Field Improvements and other structures or improvements on the Leased Premises to keep them in a safe, clean, and neat condition and proper state of repair.

b. The City shall be responsible for all repairs and maintenance of Park Improvements, if any, including the restroom facility.

c. Professional field maintenance will be provided annually for all natural surfaces by a company mutually agreed upon by the City and SJPS, with the total cost paid 2/3 by SJPS, and 1/3 by the City. The City has no responsibility for professional maintenance costs for artificial field surfaces (e.g., synthetic turf), in the event such surfaces are installed.

d. The City shall be responsible for mowing the entire Dickinson Park property, including mowing the baseball and softball playing fields on a regular basis, and will schedule the mowing to align with SJPS home games during the regular baseball and softball seasons to the extent practicable. SJPS may perform additional mowing at its discretion.

e. SJPS shall be responsible for all irrigation costs, repairs, and maintenance of the baseball and softball fields, including the waterline servicing the irrigation system. For the purpose of irrigation, the baseball field will be considered to be located on the east side of Stadium Drive (sprinkling allowed on odd days) and the softball field will be considered to be located on the west side of Lakeview Avenue (sprinkling allowed on even days). The City shall maintain the drinking fountains at both diamonds, shall maintain a water supply to both playing fields, shall be responsible for all tree maintenance within the Park (including annual removal of leaves each fall and spring cleanup) and the maintenance of the public sidewalks adjacent to the Park.

**13. Additional Improvements and Modifications.** SJPS must obtain the City's advance written approval to make changes to Leased Premises, beyond those that have already been approved as part of this Lease. Minor changes to the Leased Premises may be approved jointly by the City Manager and Director of Public Works or Parks Director; all other changes must be approved by the City Commission.

**14. Utilities.** SJPS shall pay for all electricity to the Leased Premises and water associated with irrigation of the Leased Premises.

**15. Signs.** SJPS may install signs consistent with its uses under this Agreement subject to any applicable City ordinances, except that no paid or other advertising signs may be installed without the City's prior written approval. SJPS may recognize one or more financial donors who contributed to the baseball and softball field improvements by naming the playing fields and placing a sign or plaque in the playing field portion of Dickinson Park, subject to requirements of the City's sign ordinance.

**16. City Ordinances.** SJPS agrees to abide by all City ordinances and regulations in all use of the Leased Premises, including zoning ordinances, irrespective of any otherwise valid legal exemption that might apply to the SJPS, unless specifically exempted by the City in this Agreement or other written document.

**17. Taxes.** SJPS is exempt from property taxes under current law. If, and to the extent SJPS is no longer exempt from property taxes due to future changes to the law or changes in its use of the Leased Premises, the parties will renegotiate this provision.

**18. Environmental Prohibitions.** SJPS is prohibited from undertaking any activities requiring or in any manner bringing contaminating or hazardous substances onto the Leased Premises, including any such chemicals, compounds, and substances that constitute a hazardous substance subject to any federal, state, or local law or regulation, including fill of any nature which has not been certified by proper chemical analysis to be free from such hazardous substances, or which federal, state, or local law or regulation would require cleanup of such substances should they appear in the groundwater or soil, or which if found on the Leased Premises or in the groundwater or soil could lead to a claim, liability or action or the threat or likelihood thereof, for the cleanup, removal or remediation of any such hazardous substance from the groundwater or real estate. Notwithstanding the above, SJPS may use normal household amounts of hazardous substances pursuant to applicable regulations.

SJPS is also prohibited from bringing onto the Leased Premises any asbestos or having any asbestos installed upon the Leased Premises. In the event the City is subjected to any liability for cleanup of any hazardous substance brought onto the Leased Premises by SJPS pursuant to any federal, state, or local law or regulation, proceedings, claim, liability or action, or any private action calling for such clean up or liability by reason of any such chemical or hazardous substance brought onto the Leased Premises by or on behalf of SJPS, SJPS will -- to the extent permitted by law - indemnify, defend and hold the City harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, costs and expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom. The indemnification and hold harmless provisions and liabilities undertaken by SJPS herein shall survive any termination of this Lease, including termination by summary proceedings or any eviction proceedings. SJPS and any authorized users shall comply with any and all Baseline Environmental Assessments and Due Care Plans, as filed with or agreed to by the State of Michigan; the City represents that to its knowledge, as of the Effective Date no such assessments or plans exist

**19. Conduct.** SJPS shall, at the expense of SJPS, promptly comply with all laws, orders, regulations, and ordinances of all federal, state, county, and municipal authorities in connection with its use of the Leased Premises, to the extent SJPS is required to comply with such legal authority. SJPS's intent is that its operations and activities on the Leased Premises will not rise to the level of a public nuisance or private nuisance negatively affecting neighboring properties, and in the event of nuisance or similar complaints or concerns, will timely address them by eliminating or minimizing the offending activity to the extent reasonably practicable and compatible with its allowed use.

**20. Liens.** Neither the City nor SJPS shall permit without the other party's prior written consent any construction lien or other lien to be filed against the Leased Premises or any part thereof by reason of labor, services, or materials claimed to have been performed or furnished to or for SJPS. If such lien is filed, the party causing such a lien to be filed, upon demand by the other party, shall promptly cause the lien to be released by the filing of a written undertaking with a surety reasonably approved by the City, or promptly obtaining an order from the Court releasing the property from such lien, or in such other manner as will achieve the same result.

**21. Redelivery of Leased Premises.** SJPS agrees to deliver possession of the Leased Premises to the City at the end of the Lease Term, or at earlier termination, if any, in good condition, reasonable wear and tear excepted. SJPS shall at that time, promptly remove all of its personal property from the Leased Premises, and any such property of SJPS or of anyone claiming through SJPS which remains on the Leased Premises thereafter is deemed to have been abandoned by SJPS, and the City may dispose of such property as the City may see fit, and the City shall not be responsible to SJPS for same. At the City's direction, after careful consideration of the then-current condition of the Field Improvements, and their financial impact on the City vs public value, SJPS may also be required to remove all Field Improvements and restore the property to its pre-existing condition, to the extent possible.

**22. Insurance.** Provisions for insurance and indemnification are as follows:

**a. Liability Insurance.** SJPS shall as of the Effective Date and throughout the term of this Lease, procure and maintain on the Leased Premises, Field Improvements, and any other improvements, general commercial liability insurance and property damage insurance in the minimum amount of Three Million Dollars (\$3,000,000.00), on an occurrence basis, and shall be endorsed to name as additional insured City and its elected and appointed official, employees and volunteers, and others working on behalf of City. Coverage afforded is considered to be primary and any other insurance the City may have in effect shall be considered secondary and/or excess on the Facilities Improvements and for claims related to SJPS' use of the Leased Premises.

SJPS shall deliver the policy or policies or copies thereof, or certificates of coverage and endorsements to the City. It is understood and agreed that Thirty (30) Days, Ten (10) Days for Non-Payment of Premium, Advance Written Notice of Cancellation, Non-Renewal will be mailed to the City Manager at the City of St. Joseph, 700 Broad Street, St. Joseph, MI 49085, or as otherwise notified in writing.

SJPS' insurance is to be issued by insurance companies having a high rating within the insurance industry. The required amount of such insurance may be adjusted on each ten (10) year anniversary of the Commencement Date of this Lease as nearly as possible to account for increases in the cost of living. The index to be used for this adjustment shall be the Consumer Price Index [CPI "U," U.S. City Average, All Urban Consumers, All Items (unadjusted), 1982-84 equaling a base of 100], issued by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C., or any similar index then issued by the Federal government for such purposes.

The City assumes no responsibility, but for its gross negligence or willful misconduct, for loss or damage to the Field Improvements or SJPS's property located on the Leased Premises, including any other improvements made by SJPS. It is the express understanding of the parties that SJPS, upon taking possession of the Leased Premises, accepts the Leased Premises in its then-existing condition and that the City's obligation to make repairs to the extent described in this Lease enumerated is not intended to impose upon the City the risk of damage or loss to the Field Improvements or any other improvements made by SJPS or its personal property stored on the Leased Premises, and that the cost of insuring against such risk is not reflected in the rental called for in this Lease, and is accordingly being borne by SJPS.

**b. Fire with Extended Coverage Insurance.** SJPS shall keep the Leased Premises, Field Improvements, and all other improvements located upon it fully insured against loss or damage by fire with extended coverage for its replacement cost. SJPS shall be responsible for insurance coverage of its personal property and fixtures within the Leased Premises.

**c. Certificate of Insurance.** Certificates of insurance and endorsements evidencing all coverages specified in this section shall be furnished by SJPS to the City as soon as possible after the Commencement Date. Current, active certificates of insurance shall be similarly submitted within ten (10) days of a City written request for same.

**23. Hold Harmless and Indemnification.** Except as provided otherwise in this Lease, to the extent caused by their respective negligent acts or omissions, or intentional misconduct, the City and SJPS agree – to the extent permitted by law - to indemnify each other, including its respective elected and appointed officials, employees, agents and volunteers, and others working on the City's behalf, and save each other harmless from any liability for damages to any person or property within the Leased Premises, and from all claims, demands, liabilities, damages and other expenses, including attorneys' fees and court costs, which may be imposed upon, incurred by or asserted against the non-negligent or party the party acting without intentional misconduct. Nothing in this Lease shall be interpreted to be a waiver of governmental immunity.

**24. Repair or Replacement After Fire or Other Casualty.** In the event the Field Improvements or any other improvements on the Leased Premises or any part thereof are slightly or partially damaged by fire or other casualty, they shall be promptly repaired or replaced by SJPS as they existed before the occurrence of the casualty. Failure to repair or replace the Field Improvements within three (3) years of damage or destruction will be a material default of this Lease.

**25. Events of Default Warranting Immediate Termination.** If any one or more of the following events occur, it shall be a material default and the Lease shall terminate immediately, effective upon the City delivering written notice of termination to SJPS:

**a.** If SJPS does not invest substantial funds in and complete the Field Improvements as described in this Agreement by December 31, 2025; or

**b.** If SJPS fails to pay construction costs, required expenses, or any other charges required to be paid by SJPS when same becomes due and payable and such failure continues for sixty (60) days after SJPS receives written notice of same; or

c. If SJPS violates the Express Conditions of Use set forth in section 6 above, and either fails to take immediate corrective action, and in no event more than 7 days, to bring its use into compliance with those conditions upon written notice from the City, the MDNR or other official responsible for administration and/or enforcement of United States Land and Water Conservation Fund regulations, or has repeatedly violated such terms despite notice and subsequent compliance such that it causes the City financial loss or risk of future grant funding; or

d. If SJPS' use of the Leased Premises will result in a conversion under the United States Land and Water Conservation Fund regulations; or

e. If SJPS fails to utilize the Leased Premises for the Lease Purpose for three (3) consecutive years or, in the event of fire or other casualty, fails to repair or replace the Field Improvements within three (3) years of damage or destruction; or

f. If SJPS at any time during the Lease Term becomes insolvent, or if proceedings in bankruptcy or for an arrangement are instituted by or against it, or if SJPS makes any assignment for the benefit of creditors, or if a receiver or trustee for the benefit of creditors is appointed for it.

**26. Other Events of Default.** If any one or more of the following events occur, it shall be a material default and the Lease shall terminate upon the City delivering written notice of termination to SJPS as follows:

a. If SJPS fails to perform or observe any other terms and conditions of this Lease not addressed in section 25, and such failure continues for forty-five (45) days after receipt of written notice from the City, with a copy to SJPS, except that such forty-five (45) day period may be extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided the process of curing the same is commenced within that forty-five (45) day period and diligently pursued thereafter; or

b. If the City fails to perform or observe any terms and conditions of this Lease, and such failure continues for forty-five (45) days after receipt of written notice from SJPS, except that such forty-five (45) day period may be extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided the process of curing the same is commenced within that forty-five (45) day period and diligently pursued thereafter.

**27. The City's Remedies.** If SJPS Defaults under this Lease, the City may pursue any or all of the following, in addition to its remedies and subject to the notice provisions set forth in sections 25, 26, and 29.a. of this Lease:

a. The City may, upon thirty (30) days written notice to SJPS, cure that Default for the account of and at the expense of SJPS. No such notice is required for emergency repairs. SJPS agrees to promptly pay the City all sums expended by the City in curing any Default, plus interest, at a rate equal to the Wall Street Journal prime rate plus one percent (1%) but not more than the maximum legal rate, for all sums paid by the City pursuant to the terms of this section,

and for all sums due and owing to the City more than thirty (30) days after the date such sums are due. SJPS's failure to pay such sums, with interest, shall also be a Default. In the event the Wall Street Journal prime rate no longer exists, the parties agree to substitute a prime interest rate standard calculated in as reasonably a similar manner as possible.

b. The City may file an action in court to terminate this Lease, whereupon the order of the court, this Lease shall cease and terminate and SJPS shall be immediately obligated to quit the Leased Premises. The City may initiate summary proceedings after receipt of the court order terminating the Lease and providing appropriate notice required by statute to SJPS. If the City elects to terminate this Lease, everything contained in this Lease on the part of the City to be done and performed shall cease without prejudice.

c. The City may avail itself of any other remedies permitted by Michigan law, whether or not specified in this Lease, so long as such remedy is not contradicted by the specific terms of this Lease.

**28. SJPS's Remedies.** In the event the City fails to discharge any of its responsibilities under this Lease Agreement, and subject to the notice provisions set forth in section 29.a. of this Lease, SJPS may, upon thirty (30) days written notice to the City, cure that Default for the account of and at the expense of the City. No such notice is required for emergency repairs. The City agrees to promptly pay SJPS all sums expended by SJPS in curing any Default, plus interest, at a rate equal to the Wall Street Journal prime rate plus one percent (1%) but not more than the maximum legal rate, for all sums paid by SJPS pursuant to the terms of this section, and for all sums due and owing to SJPS more than thirty (30) days after the date such sums are due. The City's failure to pay such sums, with interest, shall also be a Default. In the event the Wall Street Journal prime rate no longer exists, the parties agree to substitute a prime interest rate standard calculated in as reasonably a similar manner as possible.

**29. General Provisions.** The following general provisions shall apply to this Lease:

a. **Notice.** Unless otherwise notified in writing, any notice, required or permitted herein, is sufficient if in writing, delivered personally, or by overnight courier service, or mailed by certified mail, return receipt requested, with the courier fee fully paid or charged to an existing account, or with the postage fully paid, and addressed to the entity receiving notice at the following addresses:

City  
City Manager  
St. Joseph City Hall  
700 Broad Street  
St. Joseph, Michigan 49085

SJPS  
Superintendent  
SJPS Administration Building.  
2580 S. Cleveland Avenue  
St. Joseph, MI 49085

The date notice is deemed to be given shall be the date of personal delivery, the next business day if the notice was forwarded by an overnight courier service, or on the third business day if delivered by certified mail, return receipt requested. Such notice shall clearly

set forth the provision of this Lease under which it is given and it shall give all information necessary under this Lease.

**b. Expenses of Enforcement.** In the event of litigation between the parties, the non-prevailing party shall pay all of the prevailing party's costs and expenses incurred in successfully enforcing any covenant, term, or condition of this Lease, including reasonable attorneys' fees.

**c. Waiver of Jury Trial.** In the event of any litigation between the parties which arises from either party's attempts to enforce its rights under this Lease, both the City and SJPS specifically waive their right to a jury trial in such litigation.

**d. Limitation of Claims; Venue.** The City and SJPS agree that any action or claim against the other which in any way arises out of or from this Lease or the landlord-tenant relationship between the parties (with the exception of any claims filed by the City to enforce those obligations set forth in section 6 of this Lease) must be filed with the Berrien County, Michigan State Trial Court within one (1) year of the date the filing party became aware, or in the exercise of due diligence should have become aware of the event or events giving rise to the claim or within any statutorily specified time limit, whichever is less, or be forever barred.

**e. Remedies Not Exclusive.** The parties agree that every one of the rights, remedies, and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies, and benefits allowed by law. However, in no event shall the City or SJPS be liable to each other in any manner for lost profits or any special, consequential, exemplary, punitive, or incidental damages arising out of or in any way connected with this Lease.

**f. Non-Assignability.** SJPS may not assign this Lease or sublet any part of the Leased Premises, understanding that allowing boosters' or parents' groups associated with SJPS to operate concessions on the property during SJPS games is a normal part of use and shall not be considered an assignment or sublease.

**g. Parties Bound.** This Lease and the rights, obligations, and duties contained within its terms are binding upon and inure to the benefit of, the parties and their respective successors and assigns.

**h. Captions Not Controlling.** Captions as used in this Lease are not part of the Lease but are for convenience only, and are not to be considered in interpreting this Lease.

**i. Complete Understanding.** This Lease, together with the exhibits hereto, contains an exclusive and complete understanding of the agreement between the parties.

**j. Modification.** This Lease cannot be modified, amended, or changed in any regard without the written consent of the parties.

**k. Applicable Law.** This Lease shall be interpreted in accordance with the laws of the State of Michigan. If any provision of the Lease is deemed to be illegal, invalid, void, or unenforceable by a court of competent jurisdiction, or by any governmental agency with

jurisdiction in such matter, such provision shall continue enforceable to the extent permitted by that court or agency, and consistent, to the extent possible, with the Lease Purpose.

**l. Waiver.** The failure to enforce any provision in this Lease shall not constitute a waiver or serve as a bar to the enforcement of that provision or of any other provision in this Lease. The waiver of a breach of any provision in this Lease or of any Default must be in writing.

**m. Non-Discrimination.** In accordance with Chapter 9 Article X of the City of St. Joseph Code of Ordinances, SJPS agrees it shall not discriminate in employment, accommodations, or services because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Lease.

**n. Force Majeure.** Neither party shall be responsible for, nor shall it incur any liability to the other, for any failure or delay in carrying out any of its obligations under this Lease if any such failure or delay results from causes beyond its reasonable control, including without limitation, strike, unavoidable accident, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling regulation, order or decree, or an emergency that prevents such party from operating normally.

**o. Recording of Lease.** The City or SJPS may record this Lease with the Register of Deeds, Berrien County, Michigan.

**p. Counterparts.** This Agreement may be executed in counterparts, including facsimile or email transmissions, each of which shall be deemed an original.

**q. No Construction Against Drafting Party.** This Agreement shall not be more strictly construed against, nor shall any ambiguities within this Agreement be resolved against, a party because that party participated in the drafting of this Agreement.

**r. No Third-Party Beneficiaries.** This Agreement is enforceable only by the parties. No other person or entity may enforce any of the terms contained in this Agreement, nor is the Agreement intended to confer third-party beneficiary status on any third party.

*[~ Signature Page Follows ~]*

**ST. JOSEPH PUBLIC SCHOOLS**

Dated: Jan 30, 2024

By: Jenny Fee  
**Jenny Fee, Its Superintendent**

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BERRIEN )

On January 30, 2024, before me, a Notary Public, in and for said County, personally appeared **Jenny Fee, Superintendent** of the **ST. JOSEPH PUBLIC SCHOOLS**, known to me to be the same person who executed the above instrument on behalf of the **ST. JOSEPH PUBLIC SCHOOLS**.

Laurie L. Schmidt  
\* **Laurie L. Schmidt** Notary Public  
Berrien County, Michigan  
Commission Expires: 5.19.2025

**CITY OF ST. JOSEPH**

Dated: 23 JAN 2024

By: John Hodgson  
**John Hodgson, Its Manager**

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BERRIEN )

On January 23, 2024, before me, a Notary Public, in and for said County, personally appeared **John Hodgson, Manager** for the **CITY OF ST. JOSEPH**, known to me to be the same person(s) who executed the within instrument on behalf of the **CITY OF ST. JOSEPH**.

Tiffany D Mitchell  
\* **Tiffany D Mitchell** Notary Public  
Berrien County, Michigan  
Commission Expires: 11/9/2029

Prepared by:  
Laurie L. Wightman Schmidt (P43519)  
City of St. Joseph  
700 Broad Street  
St. Joseph, Michigan 49085  
(269) 983-5541

TIFFANY D MITCHELL  
Notary Public, State of Michigan  
County of Berrien  
My Commission Expires 11-09-2029  
Acting in the County of Berrien

This Agreement was reviewed and accepted by the MDNR as compliant with the terms of the grant agreements the City has entered into with the MDNR and does not constitute a conversion of use, per letter dated January 16, 2024, attached and incorporated as **Exhibit 4**.

Dickinson Park Comfort Station -- Restroom and Parking Improvements

BID OPENING - DATE & TIME

August 26, 2025 @ 3pm

BID TABULATION FORM

Project Number:

24-1773

Bidder information	Pearson Construction Company, Inc.	Midwest Construction Group, Inc.	E&L Construction Group, Inc.	Pantelleria Construction Services	CPM Construction, Inc.	TRG Services, Inc.	Cornerstone Construction Group
Representative	Mike Tomaszewski	Andy Yamaska	Greg Krueger	Mike Pantelleria	Margaret Miller	Peter Rienks	Jeff Roberts
Telephone	(269) 266-0138	(616) 218-4601	(810) 744-4300	(269) 876-1381	(269) 759-2177	(574) 320-7982	(517) 672-1802
Email	<a href="mailto:mtomaszewski@pearsonconstruction.com">mtomaszewski@pearsonconstruction.com</a>	<a href="mailto:andy@midwestbuilt.com">andy@midwestbuilt.com</a>	<a href="mailto:GregK@eandlgroup.com">GregK@eandlgroup.com</a>	<a href="mailto:mike@pantelleriaservices.com">mike@pantelleriaservices.com</a>	<a href="mailto:mmiller@cpmconstruct.com">mmiller@cpmconstruct.com</a>	<a href="mailto:peter@therienksgroup.com">peter@therienksgroup.com</a>	<a href="mailto:Jeff.Roberts@cornerstone123.com">Jeff.Roberts@cornerstone123.com</a>
Bids							
Base Bid	\$607,990.00	\$649,917.13	\$718,300.00	\$732,881.00	\$757,963.00	\$849,529.11	\$854,880.00
					Base Bid above includes \$101,887 OH & P/ Permits/ Tap/ Fees Base Bid without \$101,887 = \$656,076		
Bid Bond (5%)	✓	✓	✓	✓	✓	✓	✓
Subcontractors					To Be Provided Upon Acceptance of Bid		
Excavation Work:	Hollerbach Excavating	Cripps Fontaine	Hollerbach Excavation	B&Z Company		B&Z Company	Cripps Fontaine Exc.
Sewer-Utility Work:	Hollerbach Excavating	Cripps Fontaine	Hollerbach Excavation	B&Z Company		B&Z Company	Cripps Fontaine Exc.
Masonry Work:	JK Masonry	JK Masonry	Moffit Construction	Pantelleria Construction Services		Adams Masonry	Tony's Stone Brick & Block
Plumbing Work:	A1 Mechanical	Hoekstra Plumbing	A1 Refrigeration	Town & Country		B&Z Company	K & S Plumbing Co.
Mechanical Work:	A1 Mechanical	Design Heating & Air Conditioning	A1 Refrigeration	Kalamazoo Mechanical		Five Star Heating & Air	Five Star Heating & Air Conditioning
Electrical Work:	DVT Electric	DVT Electric	Linear Electric	Linear Electric		Peerless Electrical	DVT Electric Inc.
Addendums							
Addendum 01 Acknowledged	✓	✓	✓	✓	✓	✓	✓
Addendum 02 Acknowledged	✓	✓	✓	✓	✓	✓	✓
Voluntary Alternates							
Alt. #1 Aluminum doors/frames	\$29,940.00		\$22,300.00	(\$500.00)	\$34,850.00	\$10,000.00	\$24,780.00

**WE BUILD.**

**PEARSON**

[www.pearsonconstruction.com](http://www.pearsonconstruction.com)

240 West Britain Avenue  
Benton Harbor, Michigan 49022  
t (269) 926-7281  
[info@pearsonconstruction.com](mailto:info@pearsonconstruction.com)

August 26, 2025

RE: DICKINSON PARK COMFORT STATION

## **Bid Qualifications**

1. This proposal includes the sidewalk to the existing baseball field bleachers as shown on drawing C1.1
2. Asphalt paving will not be completed by the 2/9/26 date due to asphalt plants not being in operation through the winter, anticipate paving completion May 2026.
3. Electrical utility hook-up or usage fees are not included.
4. No temporary construction fencing is included.

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Pearson Construction Company, Inc.  
(Name of bidding firm or corporation)
1. Bidder Contact Name: Mike Tomaszewski ;
2. Bidder Contact Phone No.: (269) 266-0138 ;
3. Bidder Contact Email: mtomaszewski@pearsonconstruction.com .
- B. Project Name: Dickinson Park Comfort Station –  
Restroom and Parking Improvements.
- C. Grantor Project Name: Dickinson Park Development
- D. Project Location: 2499 Stadium Drive, St. Joseph, MI 49085.
- E. Owner: City of St. Joseph (MI).
- F. Project Number: 24-1773.
- G. Architect: Abonmarche Consultants, Inc.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Abonmarche Consultants, Inc., and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. \_\_\_\_\_  
six hundred seven thousand, nine hundred ninety Dollars ( \$ 607,990.<sup>00</sup> ).

### 1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **seven (7) days** after a written Notice of Award, if offered within **sixty (60) days** after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. \_\_\_\_\_  
thirty thousand, three hundred ninety nine Dollars ( \$ 30,399.<sup>50</sup> ).

- B. The bid bond shall submitted be per AIA Document A310-2010, unless otherwise approved by Owner.
- C. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, or bid bond.

### 1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Excavation Work:	<u>Hollerbach Excavating</u>
2. Sewer-Utility Work:	<u>Hollerbach Excavating</u>
3. Masonry Work:	<u>JK Masonry</u>
4. Plumbing Work:	<u>A1 Mechanical</u>
5. Mechanical Work:	<u>A1 Mechanical</u>
6. Electrical Work:	<u>DVT Electric</u>

### 1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work per the terms of the Agreement and any applicable General or Supplementary Conditions thereof.

1. Per Paragraph 1.3 of Section 006200 (Supplementary and Other Conditions).

### 1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated	<u>8-2-25</u>
2. Addendum No. 2, dated	<u>8-20-25</u>
3. Addendum No. 3, dated	<u>                    </u>
4. Addendum No. 4, dated	<u>                    </u>

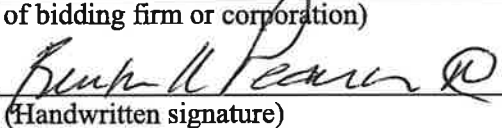


1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - **Bid Bond Form (AIA Document A310-2010)**.
  2. **Proposed Schedule of Values (SOV)**, per SECTION(S) 004373 and 004374.

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is, or is fully-qualified to become and shall become upon Notice of Award, a duly licensed contractor, for the type of work proposed, in the State of Michigan, Berrien County (MI) and the City of St. Joseph (MI), and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 26<sup>th</sup> day of August, 2025.
- B. Submitted By: Pearson Construction Company, Inc.  
(Name of bidding firm or corporation)
- C. Authorized Signature:   
(Handwritten signature)
- D. Signed By: Burton H. Pearson II (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witnessed By:  (Handwritten signature).
- G. Attest:  (Handwritten signature).
- H. By: Margaret Pearson-Barrons (Type or print name).
- I. Title: Corporate Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 240 West Britain Avenue.
- K. City, State, Zip: Benton Harbor, MI 49022.
- L. Phone: (269) 926-7281.
- M. License No.: 21020007090 (State of Michigan).
- N. Federal ID No.: #38-0914670 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

## SECTION 004374



## Document G703 (modified)

**Typical Continuation Sheet modified for SOV Bid Form Supplement**

Unless stated otherwise, items include all labor, equipment, material, taxes, fees, overhead, profit and other as necessary to fully complete the Work.		APPLICATION NO:	
		APPLICATION DATE:	
		PERIOD TO:	
		ARCHITECT'S PROJECT #	24-1773
A	B	C	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE (LUMP SUM)	
1	<b>General Conditions</b> (not to exceed 5% of Grand Total)	\$51,650.00	
2	<b>Temporary Facilities</b>	\$3,400.00	
3	<b>Erosion Control</b>	\$2,900.00	
4	<b>Demolition/Clearing</b>	\$15,950.00	
5	<b>Excavation/Grading, site and building prep</b>	\$49,000.00	
6	<b>Utilities: Storm sewer</b>	\$101,750.00	
7	<b>Utilities: Others</b>	\$9,050.00	
8	<b>Site Paving, HMA, striping, incl. base/sub-base</b>	\$64,950.00	
9	<b>Concrete: Sitework, flatwork, walks</b>	\$61,050.00	
10	<b>Plantings; Restoration/seeding/sod</b>	\$7,000.00	
11	<b>Framing, trusses, rough carpentry</b>	\$14,100.00	
12	<b>Concrete: Building</b>	\$14,600.00	
13	<b>Masonry</b>	\$40,350.00	
14	<b>Plumbing, incl. equipment/fixtures</b>	\$65,750.00	
15	<b>Mechanical, incl. equipment</b>	\$24,950.00	
16	<b>Electrical, Lighting, incl. equipment/fixtures</b>	\$23,250.00	
17	<b>Roofing, incl. gutters/downspouts, soffits, misc. metals</b>	\$12,550.00	
18	<b>Doors/Openings</b>	\$22,800.00	
19	<b>Finishes</b>	\$22,940.00	
	<b>GRAND TOTAL (LUMP SUM)</b>	<b>\$607,990.00</b>	

Alternate Bid 1		
A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE (LUMP SUM)
1	<b>Aluminum doors/frames</b>	add \$29,940.00
	<b>GRAND TOTAL (LUMP SUM)</b>	<b>\$637,930.00</b>

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Pearson Construction Company, Inc.  
240 West Britain Avenue  
Benton Harbor, MI 49022

### SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company

PO Box 73909

Cedar Rapids, IA 52407-3909

Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

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

Dickinson Park Comfort Station - Restroom and Parking Improvements.

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

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

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

Signed and sealed this 26th day of August, 2025.

  
(Witness) Thaddeus Rieder

Pearson Construction Company, Inc.

(Principal)

(Seal)

By:

(Title)

Burton H. Pearson II, President

United Fire & Casualty Company

(Surety)

(Seal)

By:

Shannon Nyhuis, Attorney-in-Fact





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

**CERTIFIED COPY OF POWER OF ATTORNEY**

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint Shannon Nyhuls their true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00

Surety Bond Number Bid Bond  
Principal: Pearson Construction Company, Inc.  
Obligee: City of St. Joseph

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

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**"Article VI - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

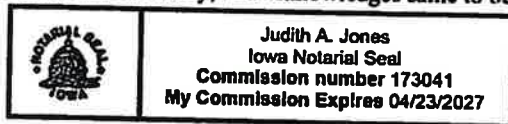
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of September, 2023

UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor* Vice President

State of Iowa, County of Linn, ss:

On 21st day of September, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
Notary Public  
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

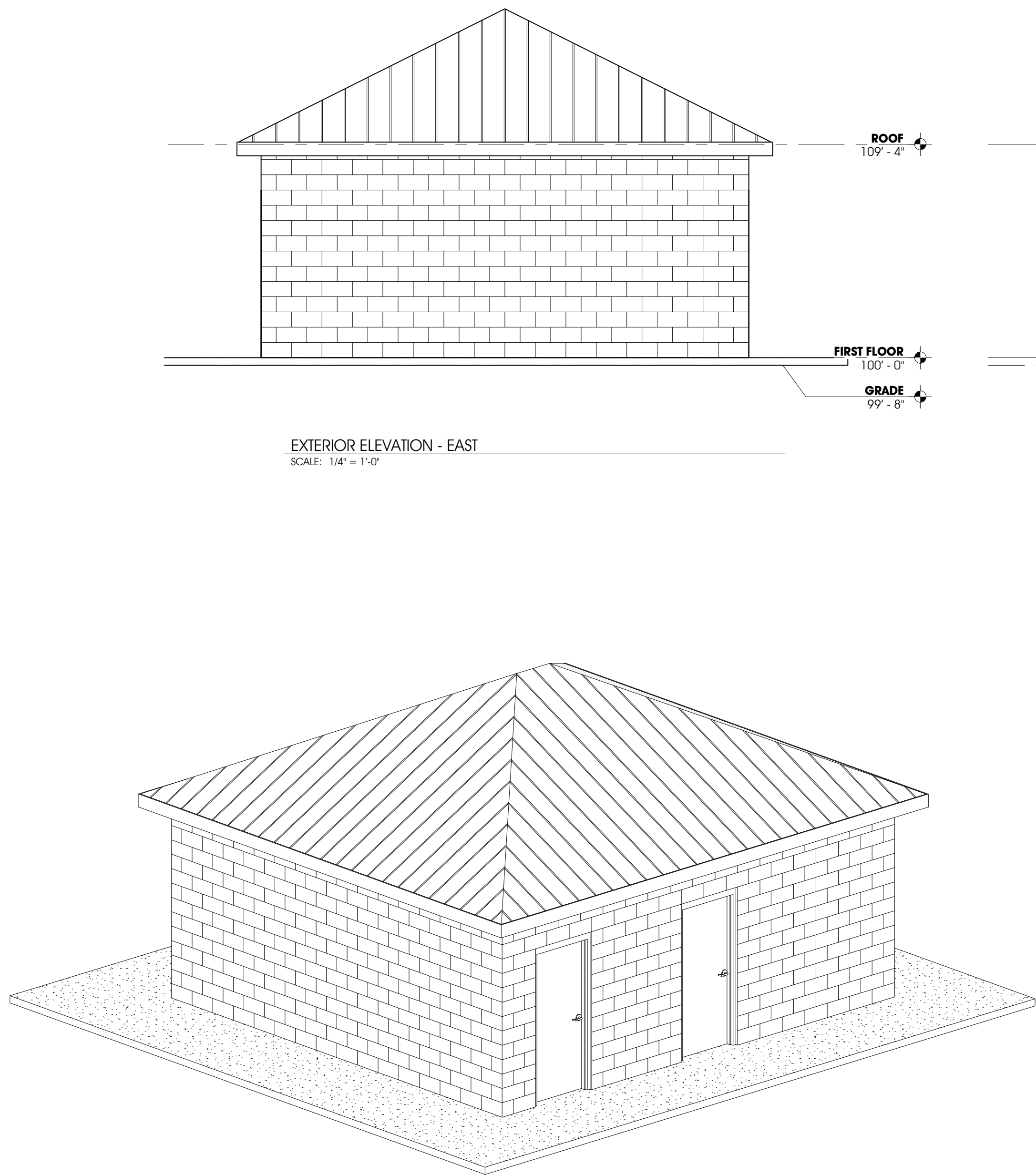
In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
this 26th day of August 2025



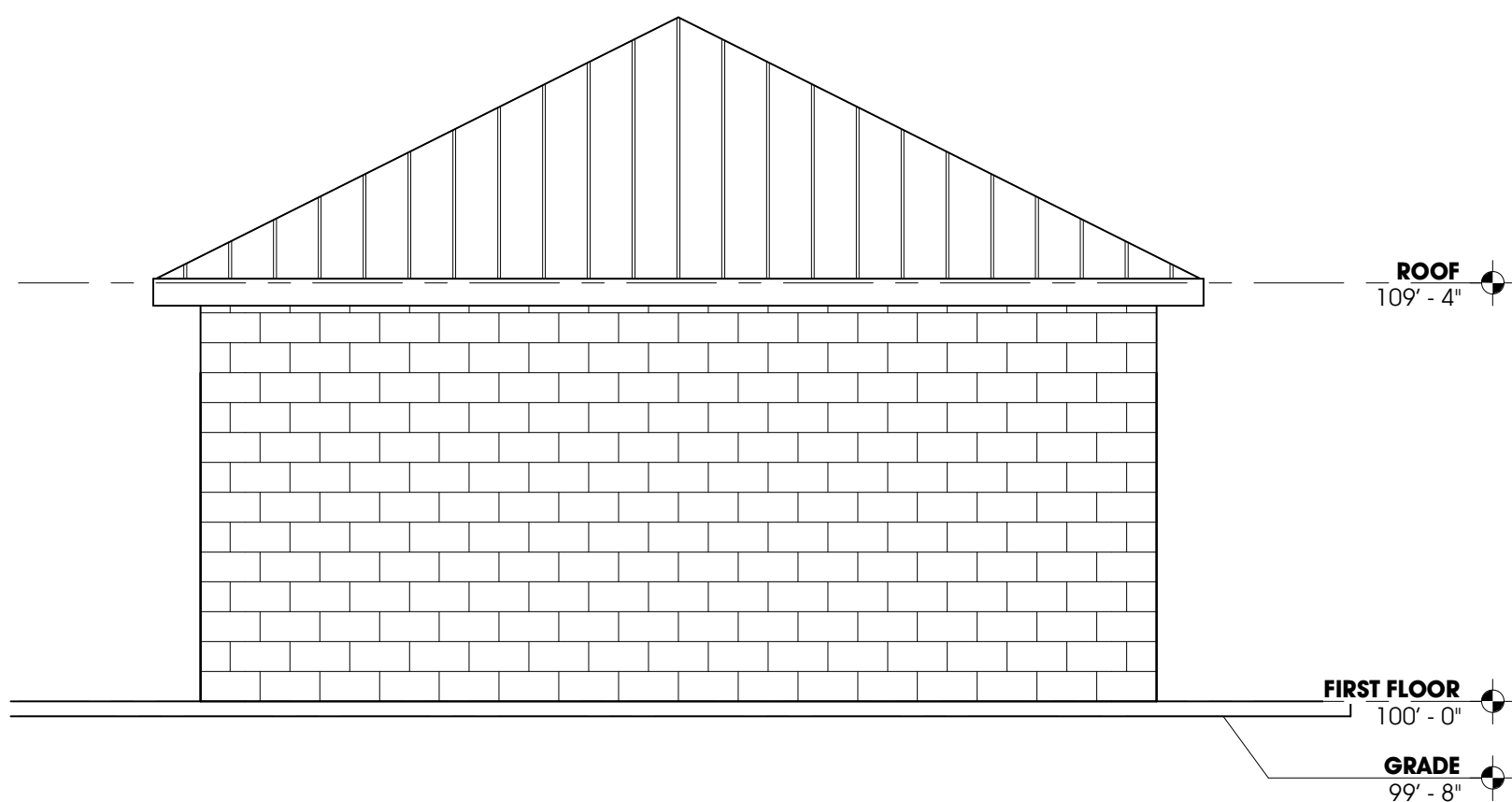
By: *Mary A. Bertsch*

Assistant Secretary,  
UF&C & UF&I & FPIC

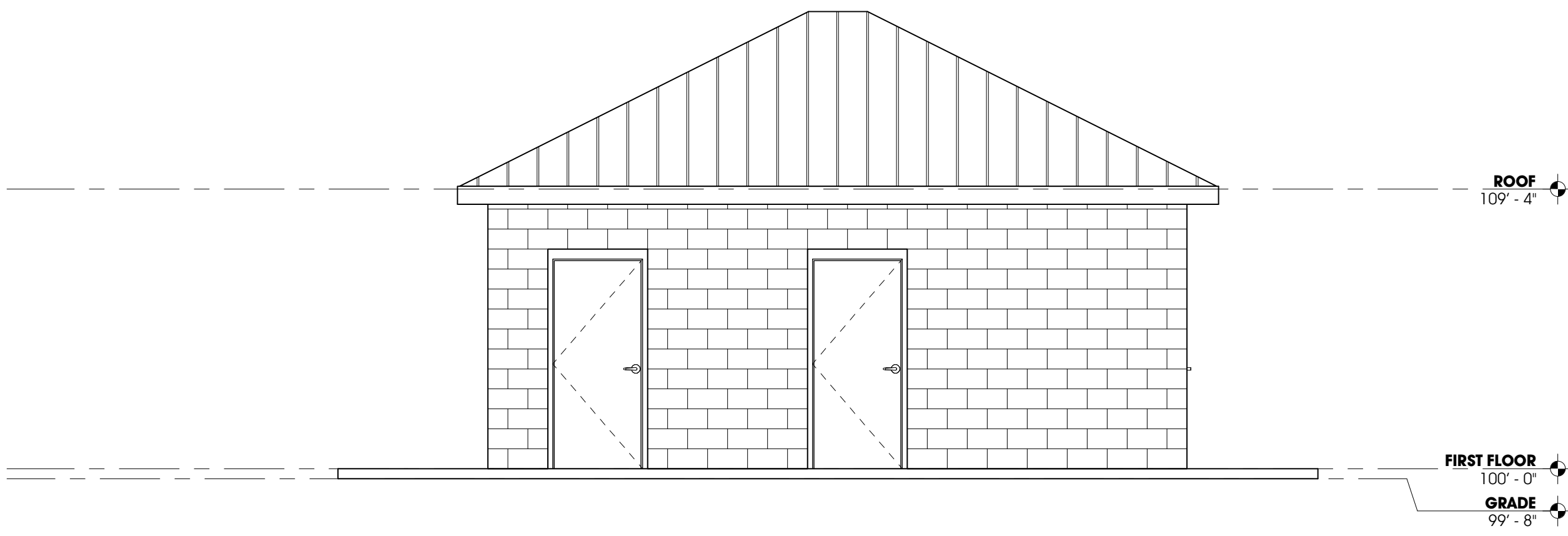
O:\Projects\2022\22-1612 City of St. Joseph - Dickinson Park 2023 LWCF Grant-App\CAD\_Arch\2023 Revit\Dickinson park restrooms - Option 1 REV.rvt



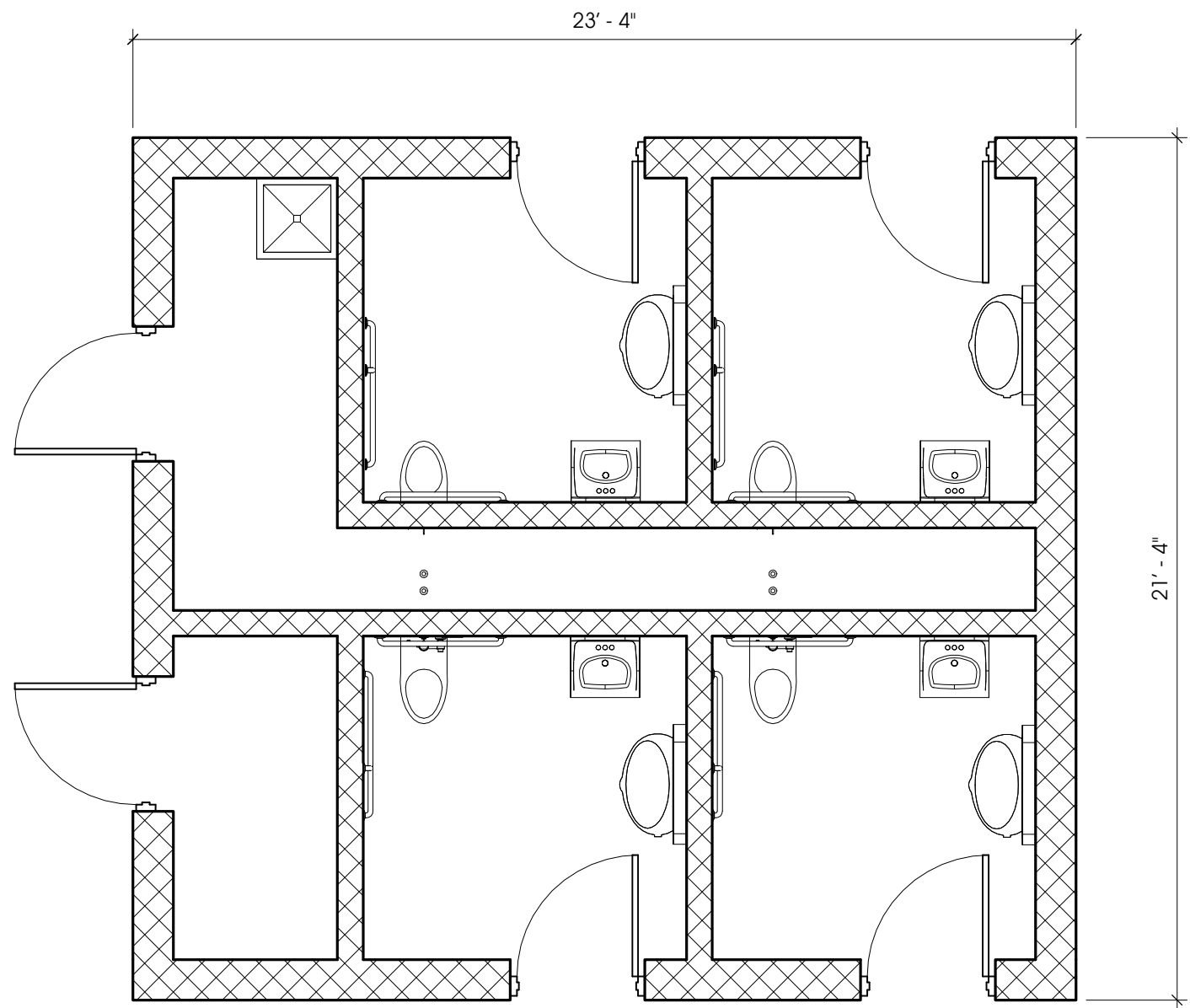
3D ISOMETRIC VIEW  
SCALE:



EXTERIOR ELEVATION - EAST  
SCALE: 1/4" = 1'-0"



EXTERIOR ELEVATION - NORTH  
SCALE: 1/4" = 1'-0"



PROPOSED FLOOR PLAN  
SCALE: 1/4" = 1'-0" 498 SF

# Appendix 1

NO.	REVISION DESCRIPTION	BY	DATE
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NOT FOR CONSTRUCTION

RESTROOM OPTION 1

PROJECT:

PROPOSED  
DICKINSON PARK  
RESTROOM FACILITY  
ST. JOSEPH, MI

SHEET TITLE:

MODELED BY:	Author
DESIGNED BY:	###
PM REVIEW:	###
QA/QC REVIEW:	###
DATE:	MM/DD/YYYY
SEAL:	

SIGNATURE:

DATE:

HARD COPY IS INTENDED TO BE  
24" x 36" WHEN PLOTTED  
SCALE(S) INDICATED AND  
GRAPHIC QUALITY MAY NOT  
BE ACCURATE FOR ANY OTHER  
SIZES

SCALE:

UNLESS NOTED OTHERWISE

ACI JOB #

22-1612

SHEET NO.

A1.1

**ABONMARCHÉ**

95 West Main Street  
Benton Harbor, MI 49023  
T 269.927.2295  
F 269.927.1017  
abonmarche.com

Benton Harbor  
Dickinson Park  
Portage

Fort Wayne  
Hobart

Lafayette  
Valparaiso

Engineering, Architecture, Land Surveying



# Agenda Item

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**TO:** City Commission

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

**RE:** Purchase of Excavator

**MEETING DATE:** September 8, 2025

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Please consider approval of the Sourcewell quote from Michigan Cat for the purchase of one new Caterpillar Model 308 Excavator. Sourcewell is a government agency which provides nationally leveraged and competitively solicited purchasing contracts under the guidance of government and education agencies nationally. Sourcewell solicits, evaluates and awards contracts through a competitive solicitation process on behalf of its members; it can be thought of as equivalent to the state contracts which the City is able to use.

Prior to receiving the quote from Michigan Cat, City staff set up demos of similar pieces of equipment from different manufacturers. After using the equipment from John Deere and Cat staff was very impressed with the excavator from Cat. Staff intended to demo a Case excavator but they are in the middle of a re-design and did not have one available to demo.

The excavator from Cat provided improved stick steer capability, more power, greater dig depth and better reach. The improved functionality of the grading blade on the front of the machine, matched with increased power, enables staff to use the equipment for grading prior to excavation and backfilling after work is complete. With all of these improvements this new machine will improve efficiency in all aspects of work the excavator will be used for.

The excavator is considered one of our critical pieces of equipment as it responds to all water main breaks. Additionally it's used on both sanitary and storm sewer repairs as well as regular maintenance items such as fire hydrant replacements, valve replacements, service installations and public side lead service line replacements.

In the event that the excavator is down and a main break comes up, the public works team does have access to a backhoe. Unfortunately, the backhoe doesn't provide the versatility and efficiency the excavator provides us. In addition to the excavation bucket, the excavator has a hydraulic breaker and compaction bucket. If we need to use the backhoe on a main break we would have to bring out two additional pieces of equipment to accomplish what one excavator can do.

If approved, this vehicle will replace a 2018 Volvo Excavator that will be traded-in as part of this purchase. The industry standard is to turn over your lead or critical pieces of equipment every 7-10 years. This is a standard the City has followed going back 25+ years.

It should be noted that the City's current Volvo excavator is in need of some significant maintenance items that are estimated to cost over \$20,000. The exhaust after treatment system (EATS) is recommended for replacement after 3,000 hrs which we have surpassed at 3,642 hours.

Replacement of the tracks is also needed; when replacing the tracks, the rollers, idlers and sprockets should be replaced at the same time. The replacement of all of these items require a significant amount of down time to complete. As noted, Public Works cannot be without this machine for extended periods as it's a critical piece to our emergency responses and daily work. While we do have the backhoe for emergency use on the water side, it is primarily used by the streets division for street repairs. If the backhoe becomes the primary for the water division it severely limits what the streets staff can accomplish. Thus, the recommendation to replace the excavator to avoid lengthy down time and loss of work productivity and efficient emergency responses and repairs.

The cost of the excavator is \$160,474.94. The dealer will accept the 2018 excavator as a trade in, with a value of \$31,000. This brings the net cost down to \$129,474.94. For comparison John Deere provided a quote of \$130,601.90 and a trade in value of \$37,000, however it should be noted the John Deere quote did not include the breaker (estimated \$11,000) and auto greaser (estimated \$9,500).

If approved, this Excavator will be purchased and held by the Motor Pool and is included in the 2025-2026 Motor Pool budget with a budget amount of \$200,000.00. This includes a hydraulic thumb for the excavation bucket, breaker/hammer and auto greaser.

*Action Requested:* Motion to approve the Sourcewell quote from Michigan Cat of Kalamazoo in the amount of \$160,474.94 to provide a 2025 Caterpillar 308 Excavator to be paid from the Motor Pool Fund, and also to accept the trade-in offer of \$31,000 from Michigan Cat for the 2018 Volvo Excavator, and to dispose of the 2018 Excavator to Michigan Cat as part of the transaction.

**ATTACHMENT(S):**

- Cat Excavator Quote.pdf



Aug 13, 2025

City of Saint Joseph

Dear Greg,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 308 Excavator - Mini with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:	SERIAL NUMBER:	YEAR:	SMU:
<b>MACHINE SPECIFICATIONS</b>			
308 07A CR MHE DCA8E	637-9467523-3993	INSTRUCTIONS, ANSI	523-3993
WILL BE REPLACED BY 650-0087	523-9613	INSTRUCTIONS, CANADA	
LANE 1 - AVAILABLE FROM ATHENS PDC	525-6657	COUNTERWEIGHT, EXTRA	525-6657
LANE 2 - AVAILABLE FROM ATHENS FACTORY	557-1709	SOFTWARE, PROPORTIONAL CONTROL	
LANE 3 - AVAILABLE FROM ATHENS FACTORY	557-1710	SOFTWARE, STICK STEER CONTROL	
	557-1711	SOFTWARE, 2 WAY CONTROL	
	557-1713	SOFTWARE, CODED START	
INCLUDES:	562-3698	STD BLADE, STD U/C, TG W/PAD	562-3698
512-1401 308 07A CR MINI EXCAVATOR	563-2071	STICK, LONG	563-2071
511-6253 ELECTRICAL ARR, C3.3 HRC	568-1567	LINKAGE, BUCKET W/ LIFTING EYE	568-1567
382-8757 DRAIN, ECOLOGY	605-3340	EOU HOUSE SWING COVER, 8T	605-3340
415-2556 HEATER, WATER JACKET	415-2556	NOTE: PLEASE REFER TO LANE 1 SECTION TO COMPLETE YOUR ORDER.	
510-6070 SEAT, AIR SUSP, FABRIC, HEATED	510-6070	LANE 1 - AVAILABLE FROM ATHENS PDC (SAP)	
510-6085 BELT, SEAT, 76MM (3") RETRACTABLE	510-6085	Factory ships	
511-6157 ALARM, TRAVEL		PACKING, LAST MILE PROGRAM	0P-4299
511-6177 MONITOR NEXT GEN, ADVANCED, CR	511-6177	COUPLER, PG, HYDR.D.LOCK, 7-9T	485-5302
511-6217 LIGHTS, LED		INTEGRATED RADIO V2	639-4467
511-6235 CAMERA, REAR VIEW	511-6235	PRODUCT LINK, CELLULAR PLE643	628-8023
512-2573 BOOM, SWING		BUCKET-HD, 36", 13.8 FT3, 7T	295-5954
514-8055 LINES, BOOM	514-8055	THUMB, HYDRAULIC, 7-9T, PG	620-7656
514-8067 LINES, STICK	514-8067	PINS, BUCKET, 50MM	308-0324
516-1613 LINES, QC, LNG STK, 3 LINE	516-1613	Auto Lube	
518-6184 ENGINE, EPA TIER 4 FINAL		LINES, H80-H95, MHE 7-10T	3972420
520-0778 CONTROL, QC, 3 LINE	520-0778	HAMMER, H80S	5612553
522-6460 CAT KEY, WITH PASSCODE OPTION	522-6460	BRACKET, MHE 7-9T, 50MM, XL	5649840

#### WARRANTY & COVERAGE

Standard Warranty: SSL CTL HEXMI Standard Warranty - 24 Months/2000 Hours Full Machine Premier Factory Warranty. \* All standard warranties include travel time and mileage for the first six (6) months. Scheduled Oil Sampling is required during the entire warranty period.

Extended Coverage: 308-48 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH

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Sell Price	\$160,474.94
Net Balance Due	\$160,474.94
Ext Warranty	Included
Less Gross Trade Allowance	(\$31,000.00)
Total Net Purchase Price	\$129,474.94

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**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
88	VOLVO (VOLVO)	VCE00E88L002190	2018	\$31,000.00

Thank you for your interest in Dealership and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Mark McClung  
 Machine Sales Representative  
 Dealership  
 MarkMcClung@macallister.com  
 269-217-0564

**OPTIONS: AVAILABLE OPTIONS**

<b>Components</b>	<b>Ref No.</b>	<b>Qty</b>	<b>Sell</b>
<b>CAT Components (Attachments)</b>			
BUCKET-HD, 13", 3.5 FT3, 7T	305-6813	1	\$2,031.69
BUCKET-HD, 18", 5.4 FT3, 7T	295-5951	1	\$2,211.69
BUCKET-HD, 24", 8.1 FT3, 7T	295-5952	1	\$2,448.92
BUCKET-HD, 30", 10.9 FT3, 7T	295-5953	1	\$2,699.08
BUCKET-DC, 48", 11.6 FT3, 7T	306-5664	1	\$3,198.46
BUCKET-DC, 60", 14.9 FT3, 7T	306-5660	1	\$3,718.15
BUCKET-GRADING, 59",18.4FT3,7T	388-9667	1	\$4,256.31
THUMB, HYDRAULIC, 7-9T,LINK,PG	305-6745	1	\$6,282.46
<b>Other Components</b>			
VisionLink 5yr Performance Plan		1	\$1,460.00
VisionLink 4yr Performance Plan		1	\$1,195.00
VisionLink 3yr Performance Plan		1	\$915.00
VisionLink 4yr ConnectPro		1	\$620.00
VisionLink 3yr ConnectPro		1	\$475.00

# Agenda Item

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**TO:** City Commission

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

**RE:** City Parks Sign Fabrication Contractor

**MEETING DATE:** September 8, 2025

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City staff released an RFP for the fabrication and installation of the new wayfinding signage in December, 2024. In February, at the recommendation of the DDA, the City Commission accepted the proposal from Fairmont Sign Company of Detroit Michigan. Public Works staff and Parks Board members were included in the Wayfinding subgroup with the intention of installing new Wayfinding signage in the parks for citywide continuity. City staff has also been pleased with the work of Fairmont Sign and their sub-contractors for Phase 1 of the wayfinding project.

As part of the 2025-2026 budget, \$63,000 was allocated for the replacement of the remaining twelve (12) City parks signs. Lake Bluff Park, Lions Park and Tiscornia Beach were replaced as part of the first phase of wayfinding sign installation. The existing parks signs are constructed of wood and have been failing for a number of years. The Parks Division team has been very creative in holding the signs together, but we are running out of options as the condition of the signs continues to deteriorate.

City staff contacted Fairmont to inquire if they would fabricated the twelve parks signs and asked if they would honor the pricing provided as part of the original bid. Fairmont tried to honor their original rates where they could, although material costs did go up. They provided a quote for the new park signs in the amount of \$63,682.00. The budget for this project is \$63,000 and that number was estimated based on the pricing provided in February.

*Action Requested:* Please consider a motion to approve the Fairmont Sign Company proposal for City Park Sign Fabrication and Installation in the amount of \$63,682.00 and authorize the City Manager to execute the appropriate documents on behalf of the City.

**ATTACHMENT(S):**

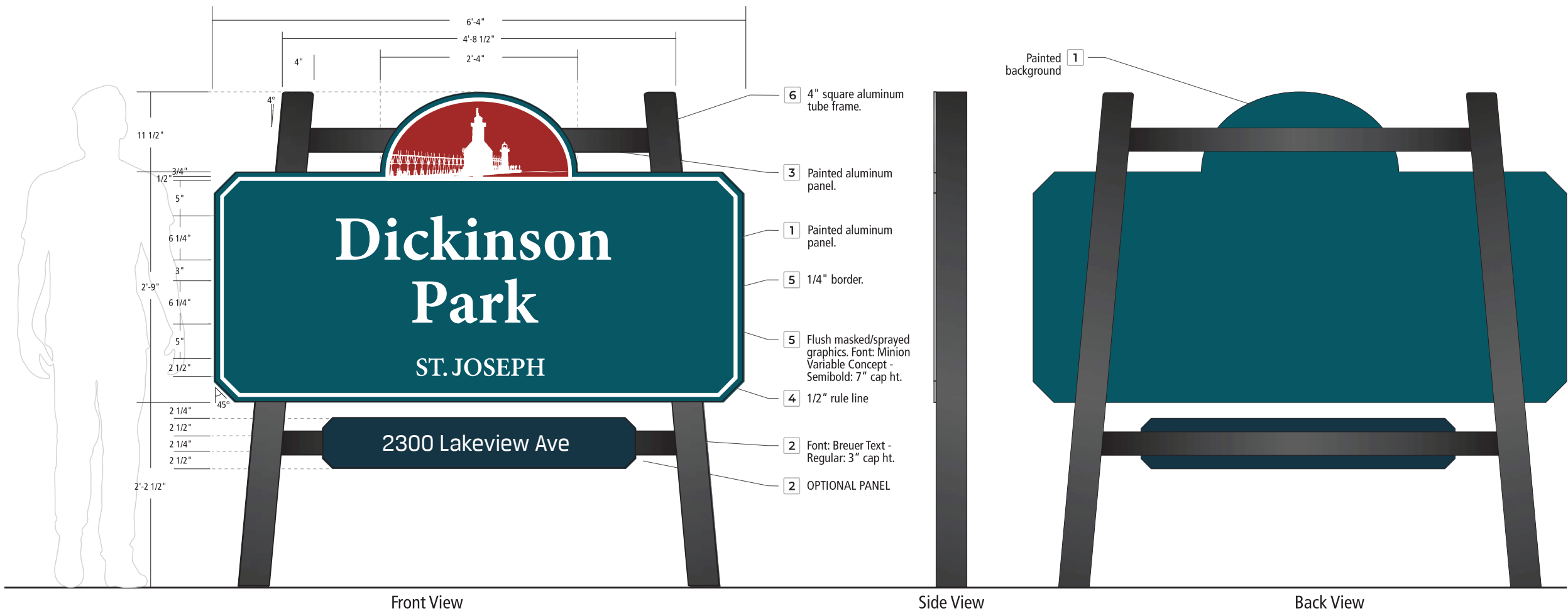
- QUOTE-Park & Rec Signage-R1.pdf
- St Joseph\_I-2 Park Signs-2.pdf

**QUOTE**

CUSTOMER	LOCATION	QUOTE DATE	Salesman name:	Nick Hanna
City of St. Joseph	Park and Recreation	8/1/2025	Salesman phone #:	313 506 6823
		Rev-1 8-20-25	Contact Name:	Greg Grothous
			Customer phone #:	269 985 0309 FAX
			Customer Email:	ggrothous@sjcity.com

ITEM	ITEM DESCRIPTION	SUPPLY EACH	INSTALL ESTIMATE	OTHER	QTY	TOTAL
A-1	<b>Dickinson Park</b> Manufacture and install two single-sided Municipal Identification signs	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-2	<b>John &amp; Dede Howard Family Trail</b> Manufacture and install a single-sided Municipal Identification sign.	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-3	<b>John E.N. Howard Bandshell</b> Manufacture and install a single-sided Identification sign.	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-4	<b>Lookout Park</b> Manufacture and install a single-sided Municipal Identification sign.	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-5	<b>Kiwanis Park</b> Manufacture and install a <b>Double</b> -sided Municipal Identification sign.	\$ 4,571.00	\$ 1,470.00		1	\$ 6,041.00
A-6	<b>Kiwanis Tiny Tots Park</b> Manufacture and install a single-sided Municipal Identification sign.	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-7	<b>The Margaret B. Upton Arboretum</b> Manufacture and install a single sided Municipal Identification sign.	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-8	<b>Milton Park</b> Manufacture and install a single sided Municipal Identification sign.	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-9	<b>Paddler Park at East Basin</b> Manufacture and install a <b>Double</b> -sided Municipal Identification sign.	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-10	<b>Riverview Park</b> Manufacture and install a <b>Double</b> -sided Municipal Identification sign.	\$ 4,571.00	\$ 1,470.00		1	\$ 6,041.00
A-11	<b>Whirlpool Centennial Park</b> Manufacture and install a single sided Municipal Identification sign.	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-12	<b>Whittlesey Park</b> Manufacture and install a single sided Municipal Identification sign.	\$ 3,110.00	\$ 1,470.00		1	\$ 4,580.00
A-13	Permit Acquisition, Project Management, Survey	\$ 3,000.00			1	\$ 3,000.00
A-14	Packaging and Freight cost based on all signs shipping on one truck/one trip	\$ 2,800.00			1	\$ 2,800.00
	Pricing in this quotation is based on the assumption that all signs will be fabricated, shipped, and installed at one time.					
<b>SUB-TOTAL</b>						\$ 63,682.00
1. Customer to provide electrical service within 5 feet of the sign location(s). The service MUST meet all codes.				<b>PERMIT FEES</b>	At Cost	
2. Customer must provide written authorization if Fairmont Sign Co. is to fabricate signage before obtaining permits.						
3. Fairmont Sign is not liable for increased excavation costs due to underground obstacles or obstructed access.						
4. Freight estimate assumes all products ship on the same load.						
5. Customer must approve the Signage Fabrication design before permits are released.						
6. Terms: Incremental progress payment.						
7. Installation quotations are estimates subject to verification of the technical survey and confirmed access to signage.						
<b>Quotation prepared by:</b>		<b>Signature / Date</b>		<b>TOTAL</b>		\$ 63,682.00

To accept this quotation, sign here, date and return:



**Client:**

  
City of St. Joseph, MI

**Date:**  
8/1/25

**File:**  
Accounts/Misc/City of St. Joseph

**Designer:**  
RNB

**Scale:**  
NA

**Job#** 00000 **Sheet#** 1 of 12

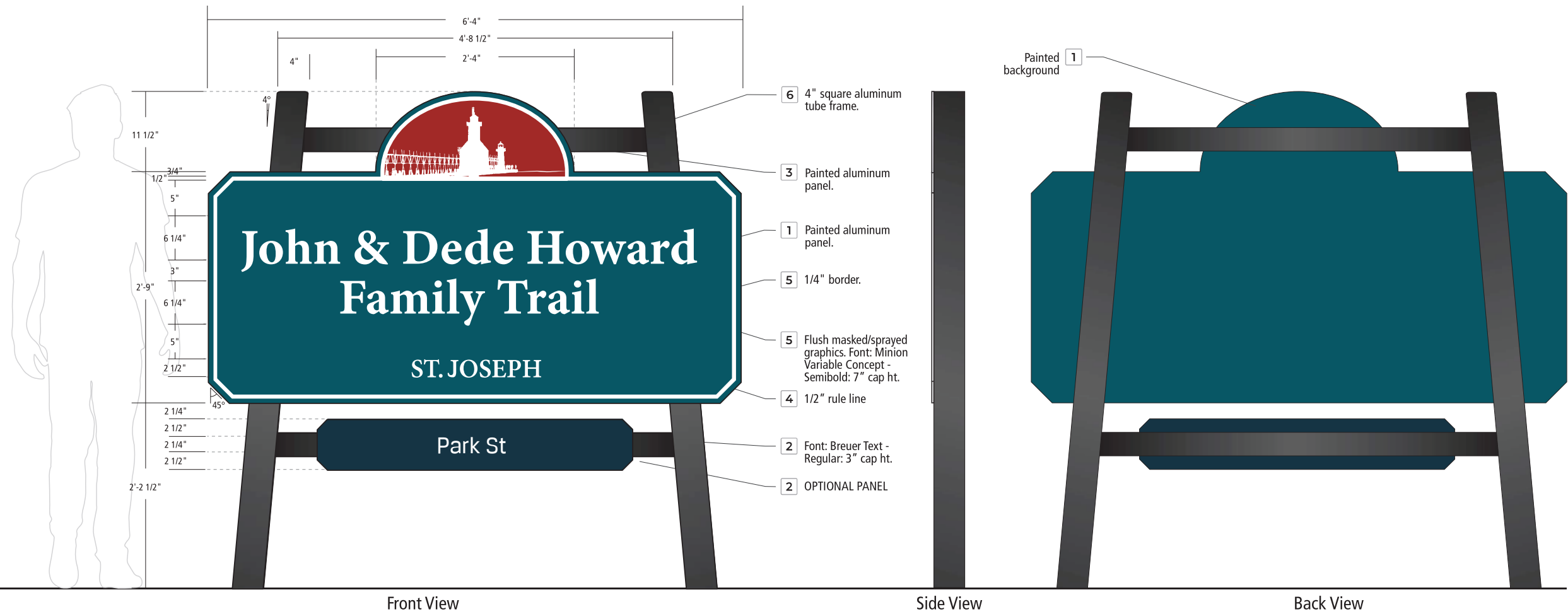
**Revision #** 1 **Date:** 8-20-25

**Revision Description:**

**Customer Approval:**

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**Client:**

  
City of St. Joseph, MI

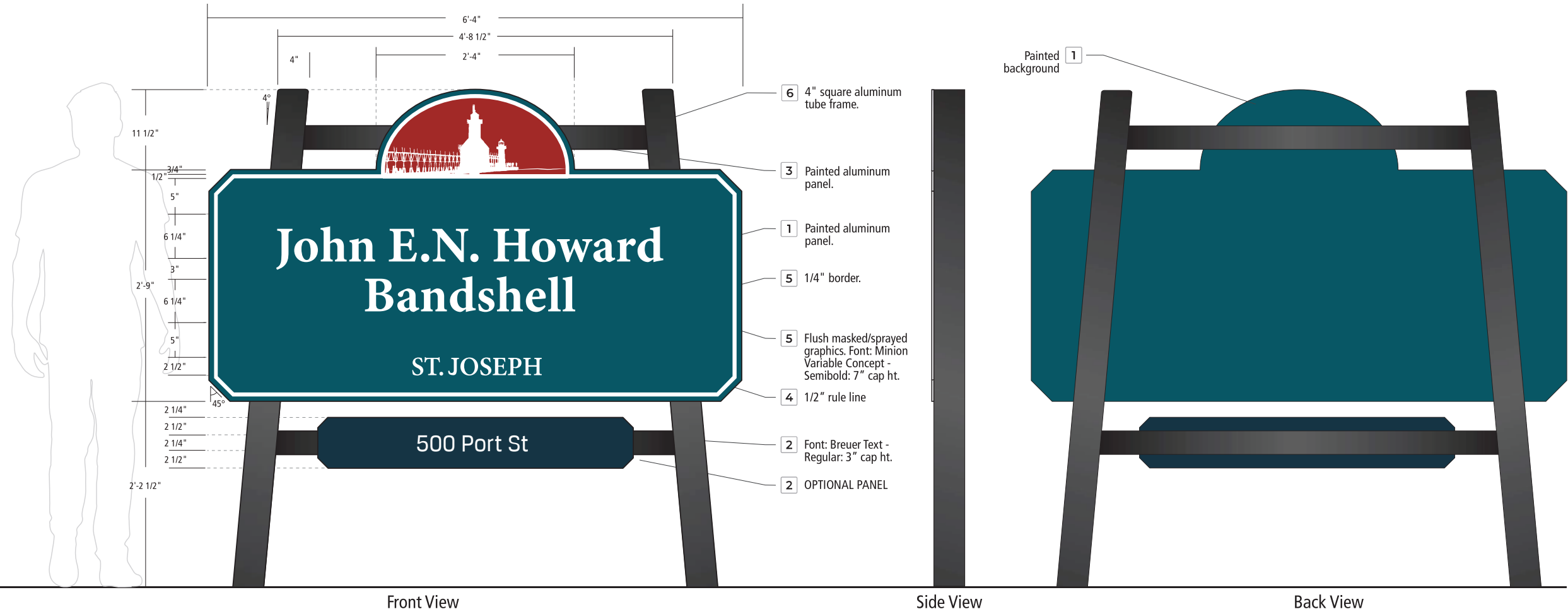
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<b>Job#</b> 00000	<b>Sheet#</b> 2 of 12
<b>Revision #</b> 1	<b>Date:</b> 8-20-25

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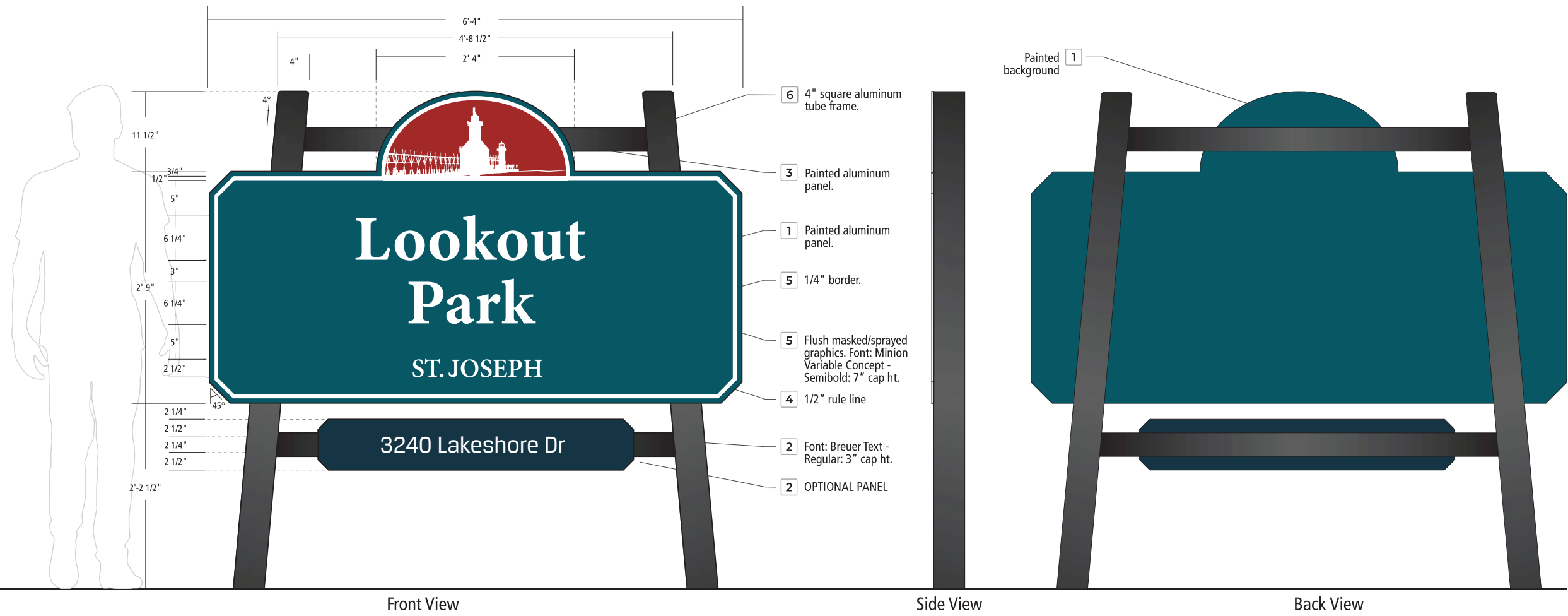
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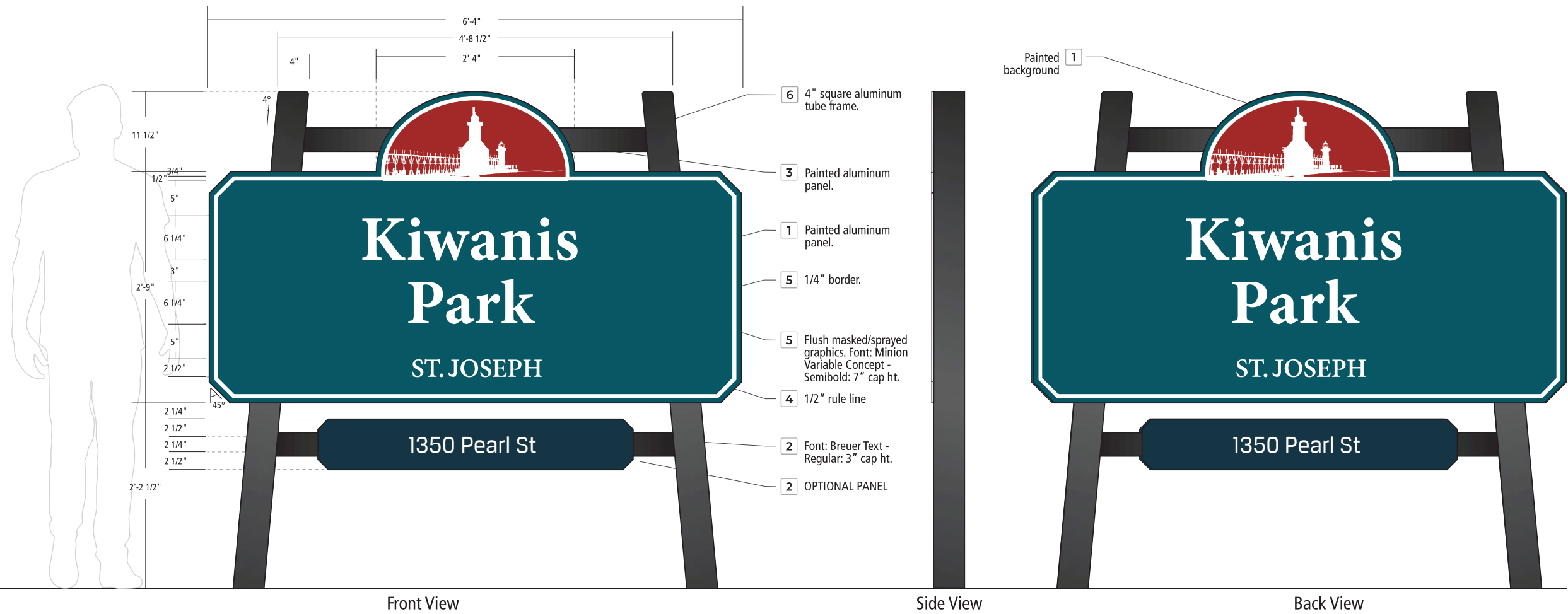
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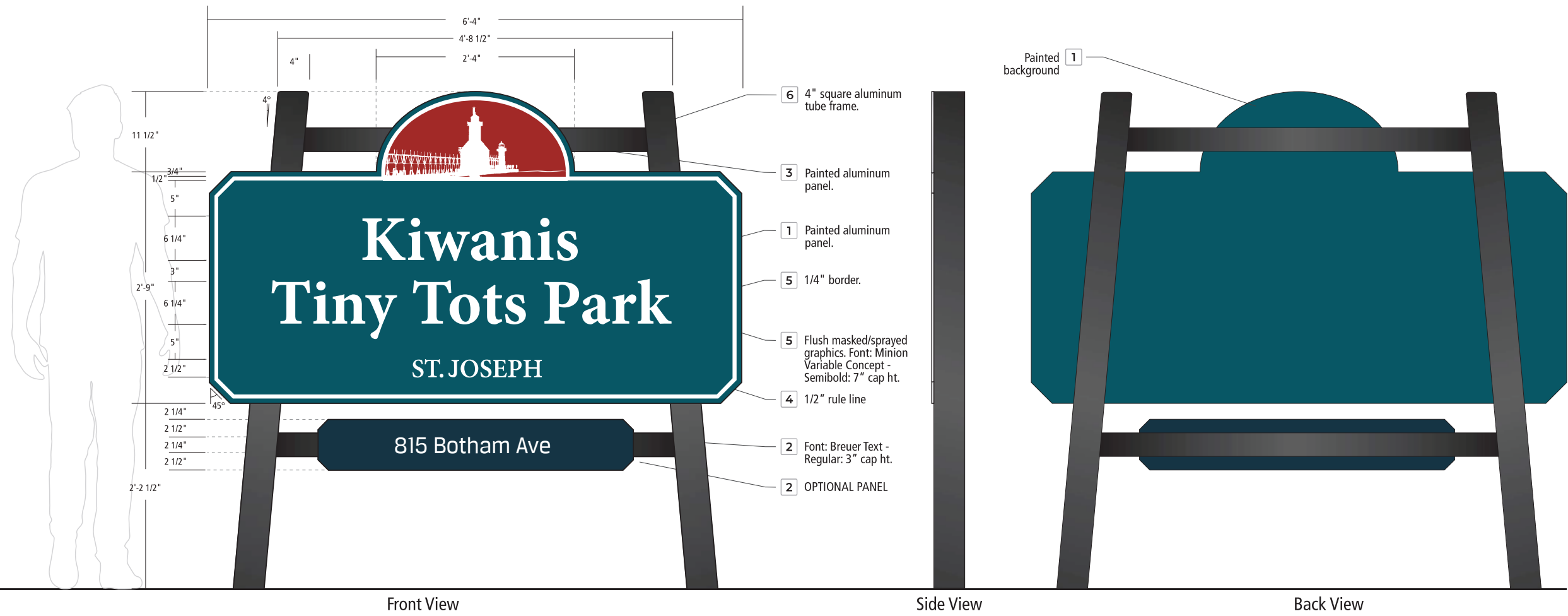
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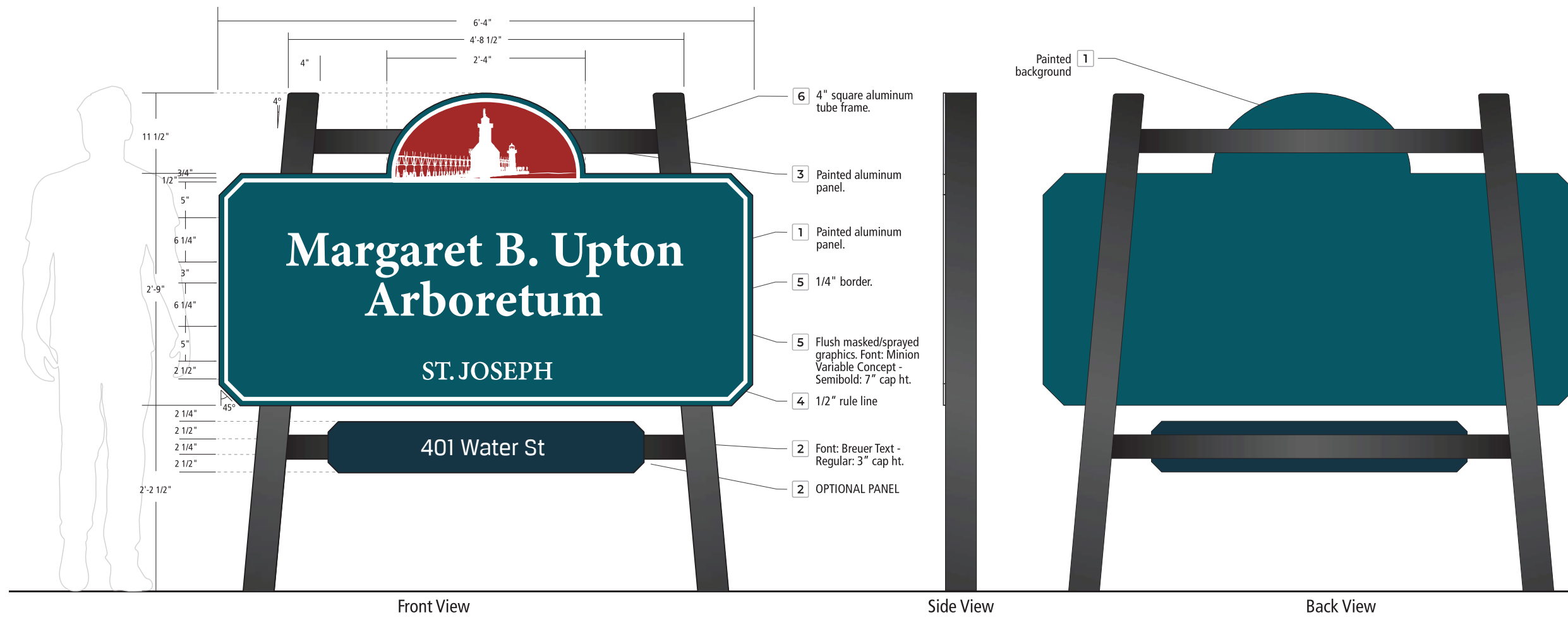
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**Client:**



City of St. Joseph, MI

**Date:**  
8/1/25

**File:**  
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00000	7 of 12

<b>Revision #</b>	<b>Date:</b>
1	8-20-25

**Revision Description:**

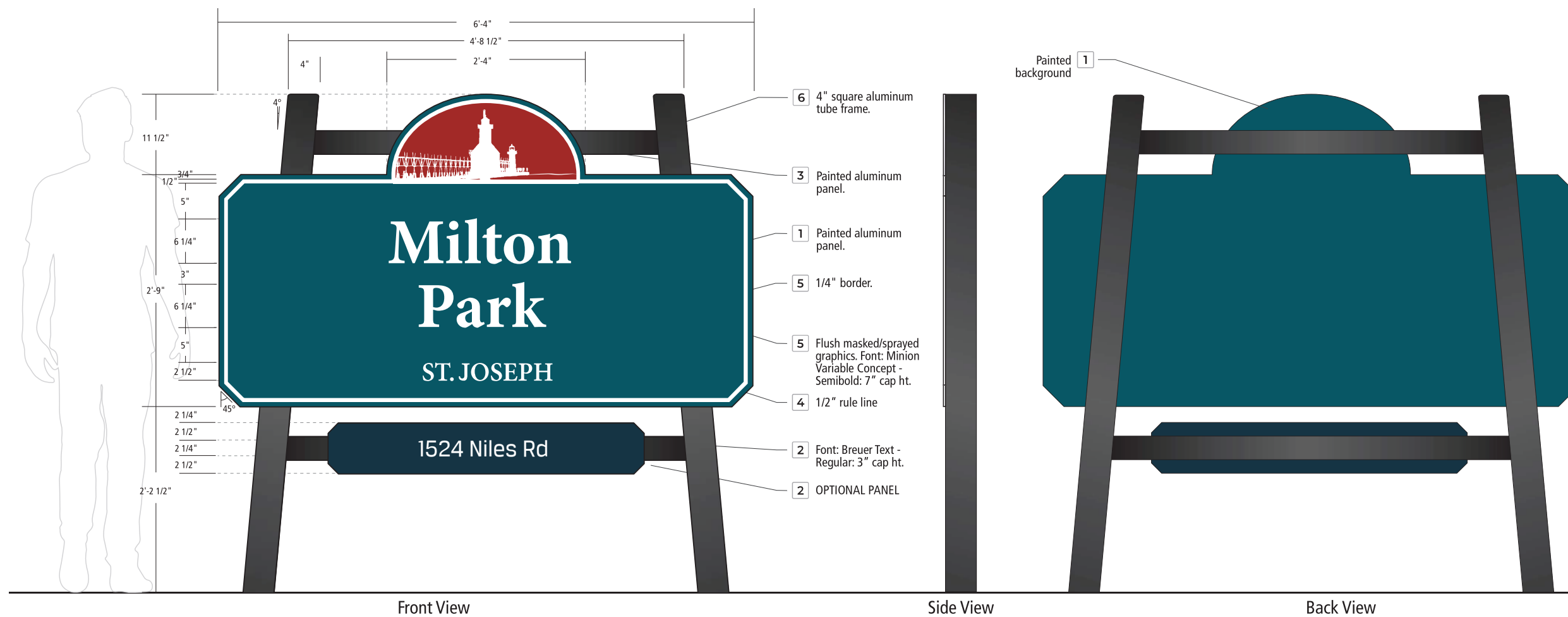
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**ALL DIMENSIONS TO BE  
FIELD VERIFIED PRIOR TO  
INSTALLATION**

## St. Joseph | Wayfinding



**Client:**



City of St. Joseph, MI

**Date:**  
8/1/25

**File:** Accounts/Misc/City of St. Joseph

**Designer:**  
RNB

**Scale:**  
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<b>Job#</b>	<b>Sheet#</b>
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<b>Revision #</b>	<b>Date:</b>
1	8-20-25

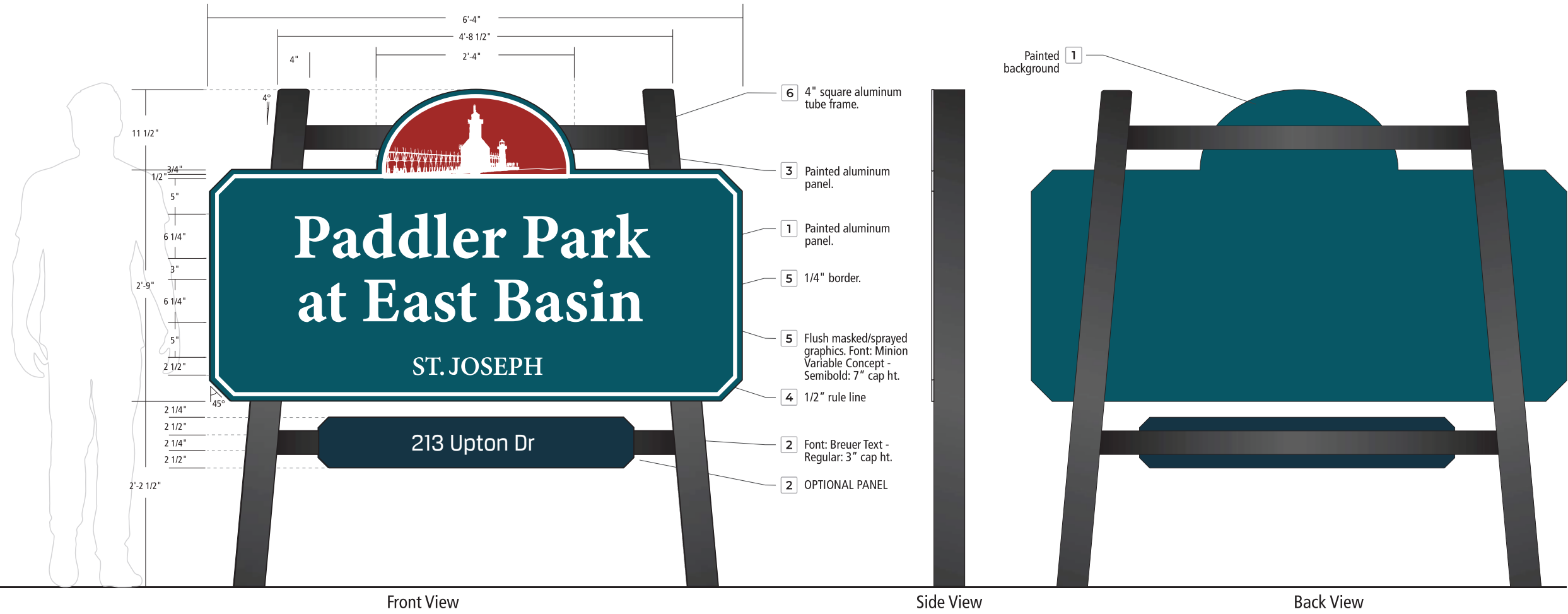
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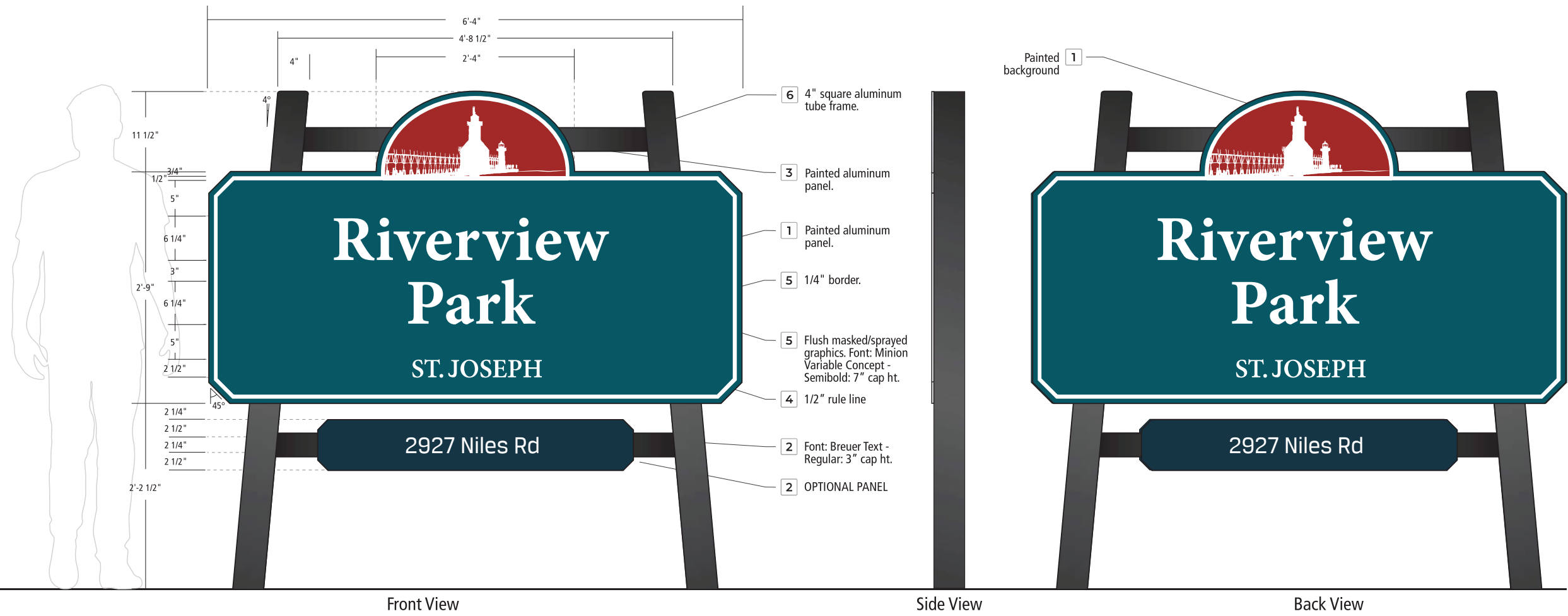
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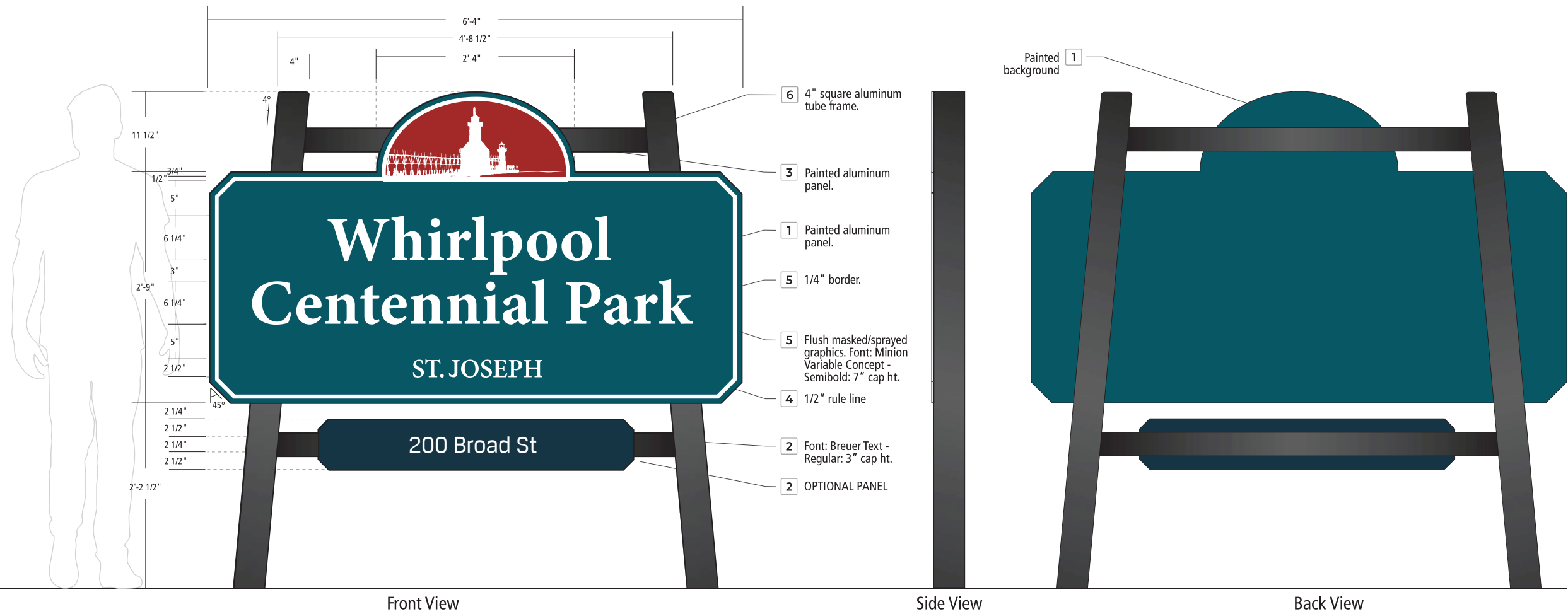
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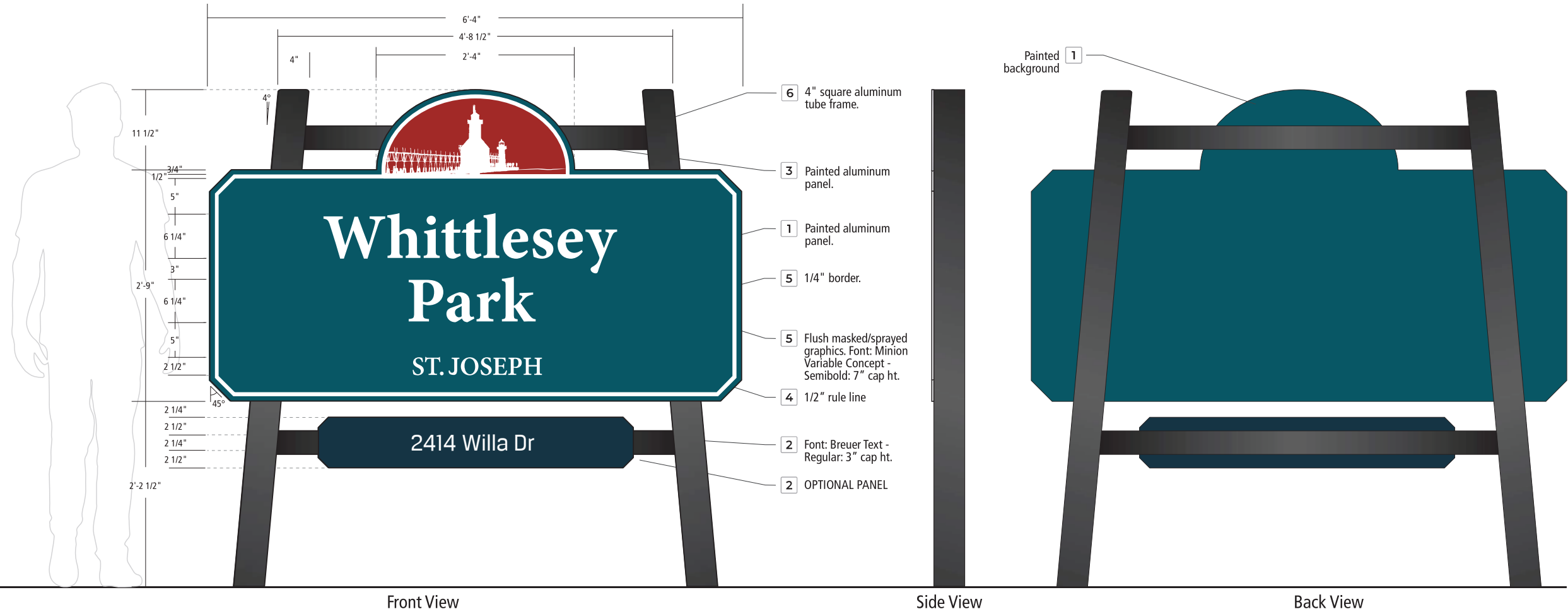
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# Agenda Item

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**TO:** City Commission

**FROM:** Cameron Welch, Recreation Manager

**RE:** Special Event Application - Downtown Spooktacular

**MEETING DATE:** September 8, 2025

---

Attached, please find the application for a new special event from St. Joe Today - Downtown Spooktacular. This Halloween-themed event will take place Saturday, October 18th from 11am-4pm and will bring a variety of activities to downtown St. Joseph, including a hayride, spooktacular market, pumpkin patch, magic shows, costume parade, pumpkin carving displays and demonstrations, and festive downtown decorations.

Attached at the end of the application, you'll also find maps detailing the costume parade and hayride route as well as the event zone and parking lot closures. Barricades will be pulled into place for the duration of the costume parade.

*Action Requested:* Motion to approve the special event request from St. Joe Today for the Downtown Spooktacular and to direct staff to issue a special event permit.

**ATTACHMENT(S):**

- Downtown Spooktacular Application.pdf
- Downtown Spooktacular Requests.pdf
- Staff Review and Comments.pdf



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

## Special Event Application Form

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

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

### Applicant Information

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

### Event Information

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

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

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

Saturday, October 18 from 11a-4p

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

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

**3. Please describe the event(s):** Halloween-themed event in downtown St. Joe featuring a variety of events including a Hay Ride throughout Downtown, a Spooktacular Market, Pumpkin Patch, Magic Shows, a Costume Parade, Pumpkin Carving Display and Demo, Downtown Decorations, etc.

**4. What is the requested location(s) of the event(s):** Grassy Lot on corner of Lake & Pleasant + Downtown Parking Lot #1 - Both Lots on the corner.

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

\* Indicates attachments required

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

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

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

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

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

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

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

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

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

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

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

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

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

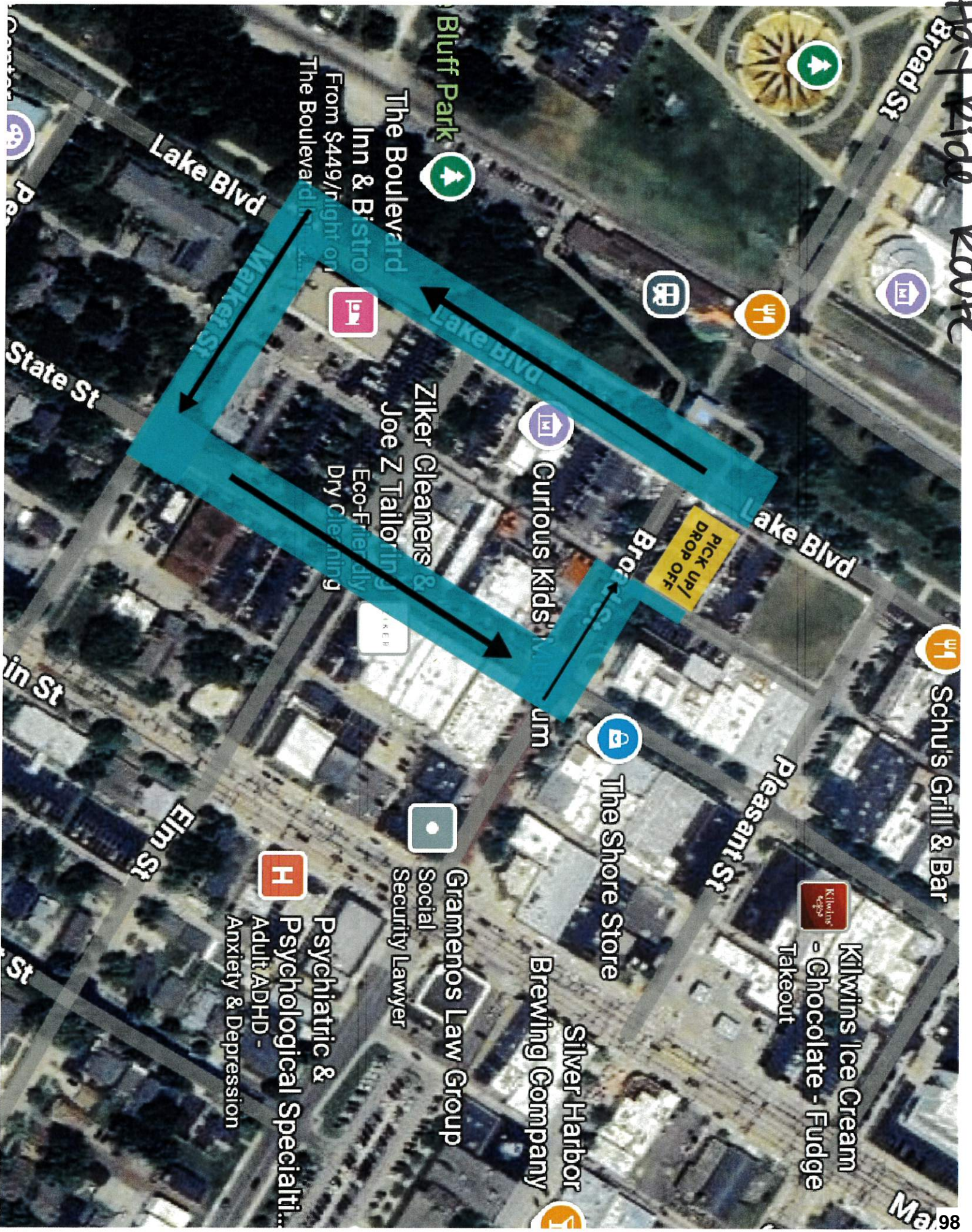
**Applicant Signature**

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

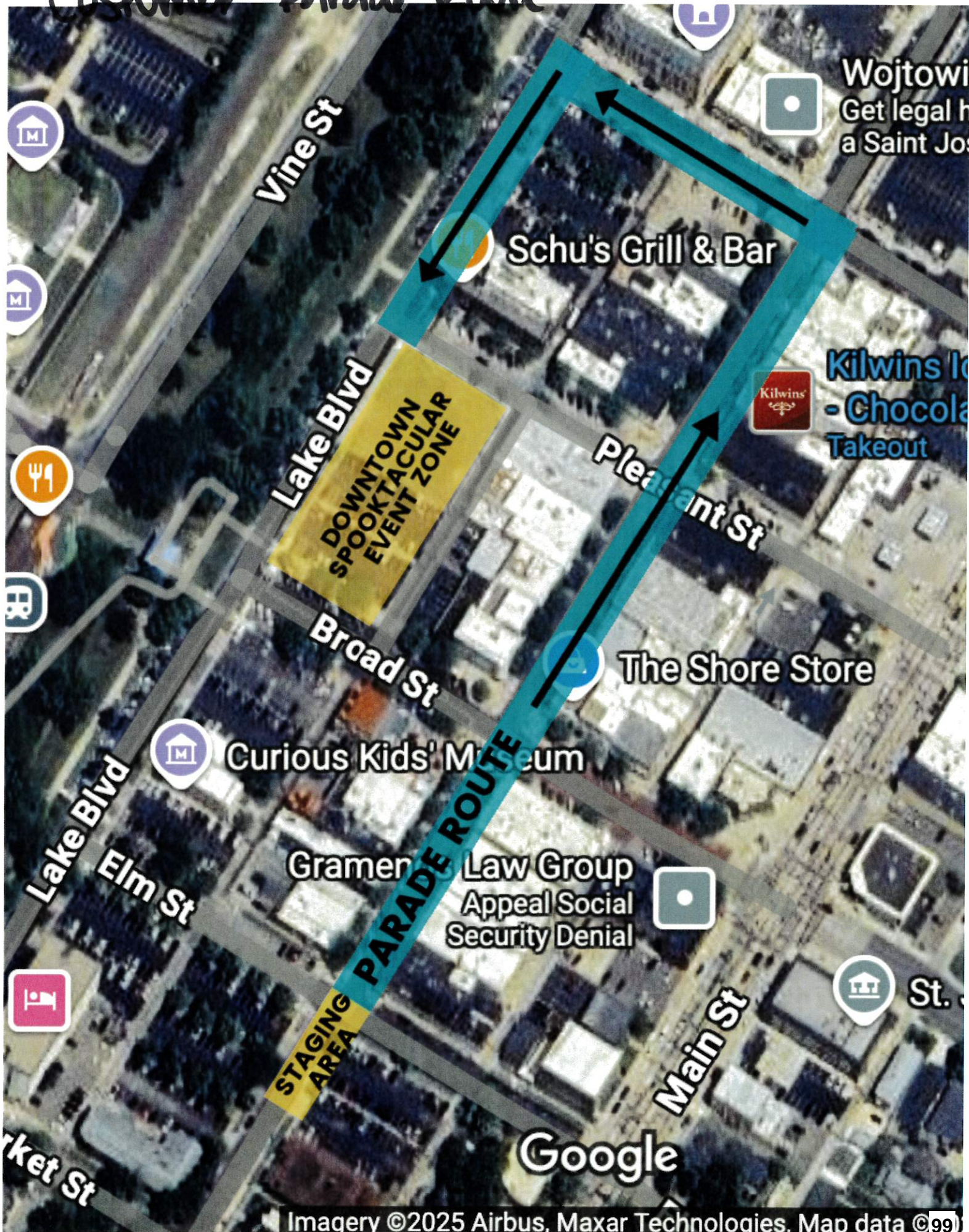
Applicant signature: Daniel G.

Applicant printed name: Danielle Grevier Date: 9-2-25

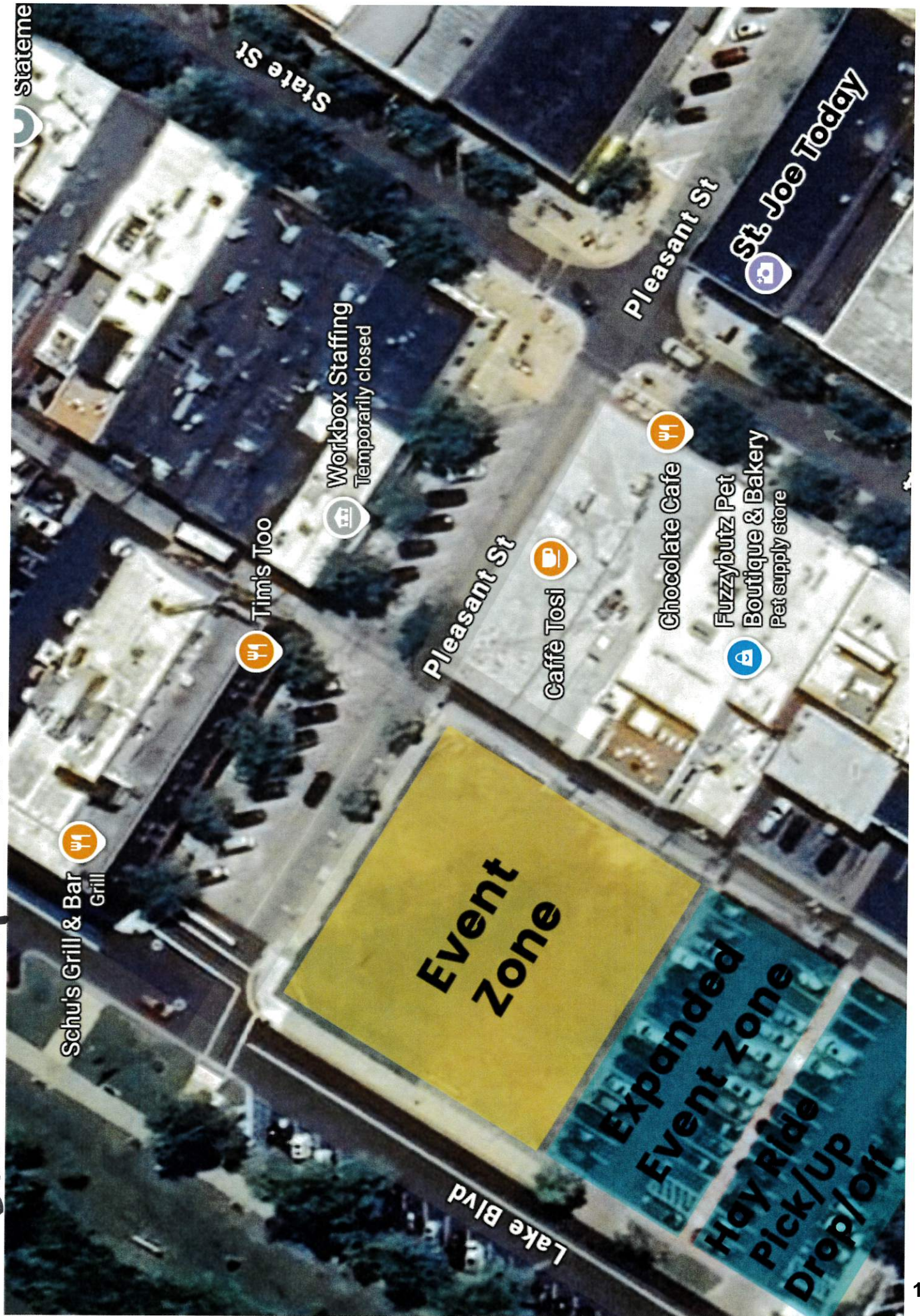
# Hot Ride route



# Costume Parade Route



# Downtown Spooktacular



## **2025 Downtown Spooktacular – Requests**

- Holiday lights (tentatively orange) wrapped around the tree trunks on trees located along State Street (between Elm Street & Ship Street).
- Holiday décor (TBD – plastic jack-o-lanterns, ghosts, witches’ hats) hung in trees located along State Street (between Elm Street & Ship Street).
- Tentatively set up the week of October 13 and taken down after November 1.
- Project coordinated by SJT.

### Staff Review and Comments

Special Event: Downtown Spooktacular

Date: Saturday, October 18<sup>th</sup>

Department	Recommendation	Comments
Public Works	Approve	Halloween lights on trees may conflict with Christmas light setup.
Public Safety	Approve	
Community Development	Approve	
City Engineer	Approve	Pleasant Street will be undergoing some construction, but has been asked to pause any work on 10/18.
City Clerk	Approve	
St. Joe Today	N/A	

### Additional Comments:

Insurance Policy Received? **Yes** No

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