



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, MAY 27, 2020
ELECTRONIC MEETING

Members of the public can attend online at:

<https://us02web.zoom.us/j/83281913923>

OR by calling in to 1-312-626-6799 and using the Webinar ID: 832 8191 3923

Members of the public can also view the meeting online at:

https://youtu.be/ay2pS7_DpYw

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION – Pastor George Cleverley, Sturgis Church of Christ
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
 - A. Audit Presentation – Holly Keyser
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA (agenda on next page)
9. UNFINISHED BUSINESS
 - A. COVID-19 Updates – Michael Hughes
10. NEW BUSINESS
 - A. Sturges-Young Center for the Arts Grant Application – Sheila Bolda
 - B. Tandem Axle Truck Bids – Rick Miller
 - C. Interconnection and Local Delivery Services Agreement – John Griffith
 - D. E. Jerolene Utility & Street Improvements – Barry Cox
 - E. 2020 Board Appointments – Kenneth Rhodes
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

CONSENT AGENDA

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the May 13, 2020 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$1,930,036.56 as presented.

8C. Rezoning of B-C Area Properties Second Reading

CONSIDER this the second reading of and APPROVE an amendment to the Zoning Code, Article III pertaining to the zoning map as presented effective June 17th.

8D. Commission Meeting Date Change

APPROVE the request to move the June 17, 2020 City Commission meeting to June 24, 2020.

8E. Uniform Bids

APPROVE the bid for uniform rental from Cintas in the amount of thirty thousand six hundred fifty-five dollars and fifty-six cents (\$30,655.56) as presented.

Manager's Report

MAY 27, 2020 ELECTRONIC MEETING



CITY OF
Sturgis
MICHIGAN

Submitted by:

A handwritten signature in dark ink, appearing to read "Michael L. Hughes".

Michael L. Hughes
City Manager

5. Proclamations/Presentations

A. Audit Presentation

Staff: Holly Keyser

Joe Verlin of Gabridge & Company will be presenting the audit report of the City's financial performance for the period ending September 30, 2019.

Information Included in Packet:

1. City of Sturgis Audit for FY Ending 9/30/2019 (separate document)

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for May 27, 2020 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the May 13, 2020 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,930,036.56 as presented.

8C. Rezoning of B-C Area Properties Second Reading

At the May 13th Commission meeting, staff presented a series of zoning district changes for your consideration to address recent and outstanding issues in and around the Central Business District (B-C). Included in your packet is a resolution identifying the parcels for rezoning. As indicated in the resolution, the proposed zoning district changes have been separated into four groups. A map identifying the different rezoning groups and their locations is also included in your packet.

Twelve of the properties with a proposed change are owned by the City of Sturgis. If approved, the properties will be rezoned B-C and the proposed rezoning will clean up split zoning on these parcels.

Two properties are owned by Tartan Real Estate (GT Independence); these properties are undergoing extensive rehab to facilitate additional employees

and parking for their business. This zoning change will clean up the split zoning on the parcel to the west and will rezone both parcels to B-C; this change will also allow them to combine the parcels.

The remaining properties are split zoned Residential 4 (R-4) and B-C. This rezoning will remove the split zoning and the properties will be rezoned B-C.

The Planning Commission held a public hearing at their April 21st meeting regarding the rezoning of these properties. At that meeting the Planning Commission unanimously voted to recommend the rezoning request to the City Commission as presented.

Consent Agenda Motion:

CONSIDER this the second reading of and APPROVE an amendment to the Zoning Code, Article III pertaining to the zoning map as presented effective June 17th.

Information Included in Packet:

1. B-C Area Rezoning Resolution
2. B-C Area Rezoning Map

8D. Commission Meeting Date Change

As part of the approval of the annual City Commission meeting schedule last December, the second June meeting was moved up a week to accommodate Sturgis Fest. With Sturgis Fest rescheduled, I am recommending that the Commission move the June 17th meeting back to June 24th.

Consent Agenda Motion:

APPROVE the request to move the June 17, 2020 City Commission meeting to June 24, 2020.

8E. Uniform Bids

On Monday, May 11, 2020, the City received bids from five (5) uniform rental companies for a three year contract. Bids ranged from \$30,655.56 to \$46,642.36. The low bid was from Cintas, the current provider. The contract will provide uniforms for DPS, Electric Department, Engineering, Parks and Cemetery and WWTP employees.

Consent Agenda Motion:

APPROVE the bid for uniform rental from Cintas in the amount of thirty thousand six hundred fifty-five dollars and fifty-six cents (\$30,655.56) as presented.

Information Included in Packet:

1. Bid Tab

9. Unfinished Business

A. COVID-19 Updates

Staff: Michael Hughes

At the meeting I will present the newest information on response actions to COVID-19 and updates on State and Federal activity impacting the City.

10. New Business

A. Sturges-Young Center for the Arts Grant Application

Staff: Sheila Bolda

City staff is requesting City Commission approval to submit a grant application to the Michigan Council for Arts and Cultural Affairs, Capital Improvement Grant Program for main floor bathroom renovations. The approval is part of the grant requirements for submission.

The impetus behind pursuing restroom renovations is based in part on outdated fixtures and stalls being upgraded to touchless, automatic flush valves, sink faucets and troughs, and more appropriately spaced stalls and urinals in light of the current health and safety requirements brought about by the COVID-19 pandemic. In the interest of public health and well-being, upgrading the restrooms is something our patrons have been asking about for some time, and this would be the ideal time to do these upgrades while our traffic in the building is light.

Included in your packet is draft layout and project cost estimate from BYCE and Associates (BYCE). The total project cost is not expected to exceed \$165,000.00. The City's grant application would ask for \$82,500.00 in grant funding; projects funded via this grant require a 50% (\$82,500.00) match.

The grant application is due June 1st and grant awards will be announced at the end of the summer. Construction is expected to commence in the 2020-2021 fiscal year. The FY 2019-2020 budget does include some funding for upstairs bathrooms (\$20,000.00), but the proposed project includes a much greater scope of work. Staff is including the amount for the proposed scope of the project in the FY 2020-2021 Capital budget for the Sturges-Young Center for the Arts.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY submission of a grant application to the Michigan Council for Arts and Cultural Affairs, Capital Improvement Grant Program for bathroom renovations as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. BYCE Design and Cost Information

10. New Business

B. Tandem Axle Truck Bids

Staff: Rick Miller

Unit 616-89, a 1989 Freightliner tandem axle dump truck used by the Public Services Department is due for replacement. The truck is 31 years old and was purchased used by the City in February of 2004. It was originally purchased by the Fort Wayne Airport and was equipped with a 19.5 ft. front plow and salt spreader. It is also currently equipped with a 12 ft. underbody scraper which was added by the City.

This vehicle is the only tandem axle dump truck in the City's fleet and has been a great addition because of its size and hauling capacity. It is used for a number of purposes including snow removal both at the Airport and on City streets as well as hauling brush, leaves, compost, asphalt, concrete, sand, stone, gravel, snow, and most importantly material from water breaks.

Over the last several months City staff developed specifications for a truck chassis and up-fitting that will best suit the City's needs both now and in the future. One challenge in the process was attempting to develop a bid specification for a chassis and then separately bidding the body and auxiliary equipment (up-fitting). Details that the chassis builder would need to know about potential placement of auxiliary equipment could make design difficult and up-fitting pricy if the chassis design did not perfectly match the installation needs of the body or equipment.

As a result, City staff chose to bid the unit as a turn-key project, where the chassis dealer partners with an up-fitter to collaborate on issues related to design to provide the product as specified, for least expense. If there is an issue with the design the remedy is at their expense and not the City's.

Bid packets were put together and sent to eight different bidders on Tuesday, April 21st. Bid packets were also posted on the City's website and placed in the Sturgis Journal. Bids were opened via a Zoom meeting on Monday, May 4th with seven responsive bids. A copy of the bid tabulation is included in your packet.

The bid specifications for the chassis, body, and up-fitting were written very carefully, with the goal to purchase a truck that will last, perform every function the current vehicle is used for, and be versatile enough to perform future functions not yet considered. Some important items include:

- Heavy duty chassis that can haul heavy loads, carry a front plow, a wing plow, and tow the Beast Grinder used at the compost site.
- Heated dump body for managing wet soil and material from water main breaks during sub-zero temperatures.
- Primarily stainless steel dump body for longevity.
- Plenty of safety lights mounted in such a way that they can be easily seen but not easily damaged.
- Smaller front wing-style plow for versatility; allows use at the Airport, on the State Highway, and on City Streets.

Staff carefully reviewed the submitted bids and proposed equipment verifying they met the specifications. This included trips to the up-fitter's facilities to look at dump bodies, plows and equipment being installed on other trucks and to compare the equipment and installation techniques of the bidders.

Following this review, staff found some definite differences in the dump bodies and equipment between bidders. Included in the packet is a document summarizing the specified equipment and what was bid; this document provides detailed analysis of the preferred options and informs the staff recommendation below.

After review of the bids based on the bid specifications, the following is staff's recommended ranking. Costs include all preferred options as-bid, including extended warranty costs, towing coverage, and early pay incentives:

1)	Stoops Freightliner – Quality Trailer	\$247,956.00
2)	Freightliner of Grand Rapids.....	\$249,488.00
3)	D&K Truck Company (Western Star).....	\$227,898.00
4)	JX Peterbilt of Grand Rapids	\$237,541.00
5)	D&K Truck Company (Freightliner)	\$220,012.00

- 6) Tri County International\$230,313.00
- 7) West Michigan International\$231,704.14

Staff’s recommendation is to purchase the truck bid by Stoops Freightliner – Quality Trailer for \$247,956.00. While it is at the higher-end of as-bid pricing, it is the lowest-priced truck that meets all critical specifications. The only specification not met is for netting on the overhead storage compartments in the cab.

The purchase of a new tandem axle dump truck was included in the FY 2019-2020 motor vehicle budget (listed as “Freightliner Dump Truck”) for \$160,000.00; this amount was budgeted for the chassis only with up-fit to occur in stages. The proposed unit would be an increase over this budget amount of \$87,956.00. The vehicle will not be purchased until after the new budget year, and staff will budget the full amount of the purchase for FY 2020-2021.

Based on staff research, in-person review of equipment, experience, and analysis, it is their opinion the Stoops Freightliner truck offers the best value and equipment for the City. Based on how the current truck is used, the bid build specifications of the recommended unit, and the City’s annual maintenance practices staff is confident the proposed truck will last equally as long as the current unit (31 years, 16 in City service).

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the purchase of a tandem axle plow truck from Stoops Freightliner – Quality Trailer in the amount of two hundred and forty-seven thousand, nine hundred and fifty-six (\$247,956.00) dollars as presented.

Staff Recommendation:

APPROVE

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the sale of Unit 616-89 including front mount plow and salt spreader via public auction.

Information Included in Packet:

1. Tandem Axle Plow Truck Bid Tabulation
2. Bid Breakdown Information
3. Bid Specification Review – Dump Body and Plows

10. New Business

C. Interconnection and Local Delivery Services Agreement

Staff: John Griffith

An Interconnection and Local Delivery Services Agreement (ILDSA) outlines the terms and conditions for transmission services. It addresses the responsibilities of the transmission provider, the regional transmission organization, and the City of Sturgis.

This specific ILSDA is between the City and American Electric Power Service Corporation. The current agreement became effective on July 1, 2006. A new agreement is needed because the City of Sturgis will begin receiving capacity and energy through the Michigan Public Power Agency on June 1, 2020. The scope of the proposed ILSDA is similar to the existing agreement. The legal review was performed by Jennings Strauss, Washington, D.C., which is counsel for MPPA. The ILSDA term is one year and it automatically renews absent a written notice of termination.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Interconnection and Local Delivery Services Agreement with American Electric Power Service Corporation as presented with an effective date of June 1, 2020.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Agreement

10. New Business

D. E. Jerolene Utility & Street Improvements

Staff: Barry Cox

On Friday, May 22, 2020, the City received bids for the E. Jerolene Utility and Street Improvement Project. This project includes road reconstruction / rehabilitation, as well as water main and service installation and storm sewer repair work on E. Jerolene from N. Nottawa to N. Lakeview Ave.

Five bids for the project were received. Fleis and Vandenbrink Engineering, Inc. (F&V) will evaluate and check references for the submitted bids. Based on their review, they will provide a letter of recommendation for award and verify the responsive low bidder is capable of constructing the project. A full bid tabulation and letter of recommendation for award will be provided prior to the meeting.

The Engineer's Estimate for the project was \$1,685,782.35. The project costs are being funded primarily by the Street Repair and Water Capital Funds. In FY 2019-2020 \$1,258,680.00 was budgeted from the Street Repair Fund for the project, \$420,000.00 was budgeted from the Water Fund, and an estimated \$12,000.00 was budgeted for sanitary sewer repair. This results in a total budgeted amount of \$1,690,680.00.

Staff is recommending that a contingency budget of around 5% of the final bid amount is approved for this project. A final recommended amount will be confirmed at the City Commission meeting.

Proposed Motion:

Move that the Sturgis City Commission AWARD/NOT AWARD the contract for the E. Jerolene Utility & Street Improvements Project to _____ in the amount of _____ and AUTHORIZE the City Manager to sign all necessary documents.

Proposed Motion

Move that the Sturgis City Commission APPROVE a contingency budget of _____ for the E. Jerolene Utility and Street Improvements Project.

Also included in your packet is Task Order 89a with Fleis and Vandenbrink, Inc. (F&V) for construction phase professional services for the E. Jerolene project. The cost for services is \$168,000.00. As outlined in the Task Order, F&V would provide an onsite resident project representative during construction, address resident complaints, as well as perform and oversee on-site testing of materials. Project administration and engineering consultation services will include: scheduling progress meetings, preparing pay estimates and contract modifications, and maintaining recordkeeping of project construction files during the 4 month construction schedule.

The Task Order presented does not include any off-site material testing services such as aggregate gradations, concrete cylinder breaks, or asphalt extraction testing. These services will be obtained directly from a testing laboratory and estimated at a cost of \$7,500.00, which will be billed to the City directly.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY Task Order 89a with Fleis and VandenBrink Engineering, Inc. for construction phase services on the E. Jerolene Utility and Street Improvements project in the amount of one hundred sixty eight thousand dollars (\$168,000.00) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Task Order 89a

10. New Business

E. 2020 Board Appointments

Staff: Kenneth Rhodes

Each year the City Commission must reappoint or fill vacancies to a number of the various Boards and Commissions established by the City. Board members whose terms were to expire this year were contacted to determine their interest in being reappointed and a general call for board applicants was advertised.

Included in your packet is a list detailing the names of board members with expiring terms, new applicants for the boards, and the total number of vacant spots on each board; if there are any special requirements related to appointment, they are noted in italics. Applications for the individuals not currently on the board are also included in your packet.

Information Included in Packet:

1. Board Applications
2. Board Reappointment Chart

Noteworthy Meetings / Events

- COVID-19 Updates and Resources for Local Governments Webinar | May 18th
- Retirement Board Meeting | May 19th
- Chamber Board Meeting | May 20th
- Monday Morning Live on Thursday Webinar | May 21st
- Sturges-Young Center for the Arts Advisory Board Meeting | May 21st

Upcoming Events

- Memorial Day | May 25th
- City Commission Meeting | ONLINE | 6pm | Wednesday, May 27th
 - Commissioners should join the meeting using the email link from Zoom Meetings; the email should reference Andrew Kuk as the organizer. Make sure that the webinar link is the one for the meeting on Wednesday the 13th. If you have questions or issues while joining the meeting, please call Andrew at 269-689-9421. Please plan to join the meeting at 5:30 to ensure all technical difficulties are resolved before the meeting at 6:00.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, MAY 13, 2020
ELECTRONIC/VIRTUAL

Mayor Hile called the meeting to order at 6:00 p.m.

Assistant City Manager Andrew Kuk provided information on the City of Sturgis Electronic/Virtual Meetings Policy.

The Pledge of Allegiance was said by all present.

The Invocation was given by Commissioner Mullins

Commissioners present: Mullins, Bir, Klinger, Wickey, Malone, Littman, Vice-Mayor Good, Mayor Hile

Commissioners absent: None

Also present: City Attorney, Assistant to the City Attorney, City Manager, Assistant City Manager, City Controller, Public Safety Director, City Engineer, City Clerk

Mayor Hile read the following proclamation:

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world, and;

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and;

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and;

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE BE IT RESOLVED, as Mayor of the City of Sturgis I do hereby proclaim April 24th 2020, as

In the City of Sturgis and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands,

AND FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Sturgis Schools Superintendent Art Ebert and several students provided information on the SHS Solar Power Research Team. Discussion followed. There was consensus to have City Staff work with the Team on the project.

Moved by Comm. Littman and seconded by Comm. Good to approve the agenda as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Littman and seconded by Comm. Klinger to approve the Consent Agenda of May 13, 2020 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the April 22, 2020 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$1,250,353.11 as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Manager Michael Hughes provided information on COVID-19 related issues. City Clerk/Treasurer Kenneth Rhodes provided information on preparations related to possible utility disconnections. Discussion followed.

Moved by Comm. Bir and seconded by Comm. Mullins to postpone Utility disconnections through June 26, 2020.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Community Development Director Will Prichard provided details on zoning map issues in the Central Business District. Discussion followed.

Moved by Comm. Good and seconded by Comm. Malone to consider this the first reading of an amendment to the Zoning Code, Article III pertaining to the zoning map as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Manager Michael Hughes provided information on the purchase agreement for the tax foreclosed home at 405 Wenzel Avenue. Discussion followed.

Moved by Comm. Mullins and seconded by Comm. Bir to approve the agreement with the Sturgis Neighborhood Program for the purchase of 405 Wenzel Avenue in the amount of eight thousand five hundred seventy-one dollars and ninety-nine cents (\$8,571.99) as presented and authorize City Manager Michael Hughes to sign all necessary documents.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on Abbott Nutrition water line easements. Discussion followed.

Moved by Comm. Bir and seconded by Comm. Klinger to approve the Utility Easement Agreement with Abbott Laboratories as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on Michigan's 2018 Lead and Copper Rule Revisions which hold water systems fiscally responsible to replace private property owner's galvanized or lead water services when the City replaces lead water service lines. The Pleasant Avenue Reconstruction project has six private water services which are galvanized and connected to a lead service line owned by the City. Discussion followed.

Moved by Comm. Littman and seconded by Comm. Mullins to approve the bid for the Pleasant Avenue Water Service Replacement project from Northern Construction Services, Corp. in the amount of thirty thousand two hundred dollars (\$30,200.00).

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Controller Holly Keyser detailed the budget amendments for Fund 201, which has an increase of \$110,000.00 in expenditures and the closeout of Fund 262. Discussion followed.

Moved by Comm. Bir and seconded by Comm. Klinger to approve the budget amendments as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Clerk/Treasurer Kenneth Rhodes provided information on vacancies on the Sturges-Young Center for the Arts Board. Discussion followed.

Moved by Comm. Good and seconded by Comm. Klinger to appoint Michelle Bir and Alex Scheske to the Sturges-Young Center for the Arts Board through May 2022.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 7:40 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8B

Date	Check#	Vendor	Vendor Name	Amount
Manual Checks				
05-05-2020	237107M	01847	ESTUDIO DESIGN LLC	2,135.11
05-15-2020	PR0529M	00061	CITY OF STURGIS PAYROLL	257,349.14
05-15-2020	T12751M	00064	INTL CITY MGMT ASSOC RETR CORP	5,246.53
05-31-2020	T12752M	04291	HUNTINGTON NATIONAL BANK	3,064.69
05-31-2020	T12753M	05875	ALERUS FINANCIAL/MERS-STIPEND	300.00
05-31-2020	T12754M	04524	ALERUS FINANCIAL	33,175.00
05-13-2020	T12755M	04088	BLUE CROSS BLUE SHIELD OF MI	20,753.14
05-12-2020	T12756M	00449	CENTURY BANK & TRUST	3,161.00
05-28-2020	T12757M	04389	FRONTIER COMMUNICATIONS A	43.79
05-26-2020	T12758M	04389	FRONTIER COMMUNICATIONS A	203.99
05-26-2020	T12759M	04389	FRONTIER COMMUNICATIONS A	50.34
05-26-2020	T12760M	04389	FRONTIER COMMUNICATIONS A	50.34
05-25-2020	T12761M	04197	MI PUBLIC POWER AGENCY	138,311.23
05-31-2020	T12762M	00291	STURGIS JOURNAL	439.00
05-15-2020	T12763M	02461	AMAZON.COM	3,608.19
05-22-2020	T12764M	01812	AMERICAN ELECTRIC POWER	1,006,243.55
05-10-2020	T12765M	00181	GORDON FOOD SERVICE	517.80
05-13-2020	T12766M	00108	STATE OF MICHIGAN	48,958.24
05-15-2020	T12767M	00062	CITY OF STURGIS-EMPLOYEE INS	54,545.08
05-15-2020	T12768M	04294	CITY OF STURGIS-BASIC/SBT	161.70
05-15-2020	T12769M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,147.33
05-15-2020	T12770M	00065	DOYLE MEMBERSHIP TRANSFER	2,783.78
05-15-2020	T12771M	00063	CITY OF STURGIS TAX TRANSFER	13,914.40
05-15-2020	T12772M	05123	COMERICA BANK-INST TRUST SERV	25,501.72
05-15-2020	T12773M	03229	CITY OF STURGIS-WORKERS COMP	2,235.51
Automatic Checks				
05-27-2020	237108	05986	ALPHA BUILDING CENTER-NOTTAWA	95.98
05-27-2020	237109	00296	ANDY J KOWALSKI	66.76
05-27-2020	237110	05224	ANIXTER POWER SOLUTIONS LLC	871.37
05-27-2020	237111	00624	AQUA BLAST CARWASH SYSTEMS INC	266.00
05-27-2020	237112	00296	ASHLEE AND RYAN M STEPHENS	5.66
05-27-2020	237113	05656	AXON ENTERPRISE INC	62.60
05-27-2020	237114	05868	B & B ENVIRONMENTAL SERV LLC	614.40
05-27-2020	237115	04292	BASIC	296.00
05-27-2020	237116	05710	BENCHMARK SOLUTIONS, LLC	3,028.00
05-27-2020	237117	05134	BETTY MILLS COMPANY INC	82.06
05-27-2020	237118	00072	BIRD SCHESKE REED &	653.90
05-27-2020	237119	00743	BLACKBURN MANUFACTURING CO	532.92
05-27-2020	237120	04088	BLUE CROSS BLUE SHIELD OF MI	33,688.16
05-27-2020	237121	05742	BLUE360 MEDIA LLC	65.75
05-27-2020	237122	00006	BOLAND TIRE INC	630.00
05-27-2020	237123	00296	BRADLEY J CAID	47.48
05-27-2020	237124	00347	DARLENE SINGLETON	1,265.00
05-27-2020	237125	01283	BYCE & ASSOCIATES INC	7,025.00
05-27-2020	237126	03343	BYLER ELECTRIC INC	844.46
05-27-2020	237127	05929	FACTUAL DATA	50.00
05-27-2020	237128	00315	CENTURYLINK	50.04
05-27-2020	237129	00296	CODY D JANSEN	63.79
05-27-2020	237130	05951	CONSTANTINE FLOORING CENTER	2,260.67
05-27-2020	237131	05863	COTTIN'S HARDWARE	89.64
05-27-2020	237132	06036	CRAIG SIKORSKI	6,365.00

Date	Check#	Vendor	Vendor Name	Amount
05-27-2020	237133	05925	CREATIVE DINING SERVICES	4,365.03
05-27-2020	237134	02540	JAMIE CRITES	5,180.00
05-27-2020	237135	06019	CRONKHITE CEMETERY SERVICES	5,400.00
05-27-2020	237136	00152	CULLIGAN WATER CONDITIONING	90.00
05-27-2020	237137	01119	DAVID W LUDDERS	258.40
05-27-2020	237138	02005	DELL MARKETING LP	6,397.72
05-27-2020	237139	05816	DICKINSON WRIGHT PLLC	147.00
05-27-2020	237140	05165	DR LAB SERVICES LLC	1,020.00
05-27-2020	237141	03954	TITAN AVIATION FUELS	11,808.77
05-27-2020	237142	03929	EMERGENCY MEDICAL PRODUCTS INC	1,631.30
05-27-2020	237143	01636	EXECUTEC INC	666.16
05-27-2020	237144	00091	FEDERAL EXPRESS	25.35
05-27-2020	237145	05841	FERGUSON FACILITIES SUPPLY	380.24
05-27-2020	237146	04988	FIRST IMPRESSIONS	850.00
05-27-2020	237147	06021	GABRIDGE & COMPANY PLC	7,400.00
05-27-2020	237148	02483	GRACE CONSULTING INC	750.00
05-27-2020	237149	00183	W W GRAINGER INC	730.42
05-27-2020	237150	04243	GRP ENGINEERING INC	4,145.00
05-27-2020	237151	05827	HAASCAYWOOD	477.00
05-27-2020	237152	01298	HAGEN CEMENT PRODUCTS INC	82.50
05-27-2020	237153	03515	HYDROCOP	1,732.00
05-27-2020	237154	00825	IACP	190.00
05-27-2020	237155	00296	IRENE PARKER	49.56
05-27-2020	237156	00296	JACOB J SALISBURY	77.82
05-27-2020	237157	05842	JOHN DEERE FINANCIAL	62.14
05-27-2020	237158	00296	JRD COMPANIES LLC	81.95
05-27-2020	237159	00020	KENDRICK STATIONERS INC	554.67
05-27-2020	237160	02685	KERR PUMP AND SUPPLY	397.87
05-27-2020	237161	05977	LAKELAND INTERNET LLC	106.94
05-27-2020	237162	00394	LAWSON-FISHER ASSOCIATES PC	8,238.84
05-27-2020	237163	03684	LEXISNEXIS RISK SOLUTIONS	100.00
05-27-2020	237164	04335	LINCOLN FINANCIAL GROUP	5,226.77
05-27-2020	237165	00023	LONESPRUCE	45.98
05-27-2020	237166	05815	LOU'S GLOVES INC	452.00
05-27-2020	237167	05150	MALWAREBYTES CORPORATION	2,116.80
05-27-2020	237168	00635	MCMaster-CARR SUPPLY COMPANY	107.39
05-27-2020	237169	05945	MED SAFETY PLUS LLC	283.29
05-27-2020	237170	00880	STATE OF MICHIGAN	60.00
05-27-2020	237171	06026	MID-CITY SUPPLY CO INC	60.48
05-27-2020	237172	04702	MILLER JOHNSON ATTORNEYS	3,217.50
05-27-2020	237173	04730	MILLER'S SIGN CO INC	6,091.80
05-27-2020	237174	04014	MILLERS SALES & SERVICE	81.40
05-27-2020	237175	05051	MILSOFT UTILITY SOLUTIONS	508.74
05-27-2020	237176	05753	NALCO WATER PRETREATMENT	36.00
05-27-2020	237177	00032	PARTS SOURCE INCORPORATED	276.25
05-27-2020	237178	05677	NORTH BREATHING AIR LLC	520.00
05-27-2020	237179	01411	NCL OF WISCONSIN INC	291.50
05-27-2020	237180	02365	G PERSING INC	524.95
05-27-2020	237181	05130	PKM CONSULTING LLC	45,000.00
05-27-2020	237182	00033	POSTNET POSTAL & BUSINESS	21.26
05-27-2020	237183	00485	POWER LINE SUPPLY	1,589.20
05-27-2020	237184	00031	POWER SYSTEM ENGINEERING INC.	56,182.11
05-27-2020	237185	04481	PROF SPORTS SPECIFIC TRAINING	616.00

Date	Check#	Vendor	Vendor Name	Amount
05-27-2020	237186	03978	PRUDENTIAL NURSERY CO	120.00
05-27-2020	237187	05739	RENEWABLE WORLD ENERGIES LLC	5,983.78
05-27-2020	237188	00035	RESCO	24,342.00
05-27-2020	237189	06025	RICHARDS SEWER & SEPTIC INC	1,320.00
05-27-2020	237190	00296	SCOTT R VANSINGEL	59.86
05-27-2020	237191	00296	SHIPSHEWANA HOMES	170.37
05-27-2020	237192	06018	SILVER STAR COMMERCIAL ROOFING	2,406.00
05-27-2020	237193	02179	SPRINT	1,530.49
05-27-2020	237194	05826	STURGIS GLASS LLC	345.02
05-27-2020	237195	00507	STURGIS OVERHEAD DOOR & LADDER	1,790.00
05-27-2020	237196	00292	STURGIS PRESS INC	560.24
05-27-2020	237197	00296	TARTAN REAL ESTATE	143.04
05-27-2020	237198	03656	TERRY'S SEPTIC SERVICE	770.00
05-27-2020	237199	00047	CITY OF THREE RIVERS	1,865.19
05-27-2020	237200	01791	TITANIUM SOLUTIONS INC	550.00
05-27-2020	237201	05777	TRACE ANALYTICAL LABORATORIES	159.20
05-27-2020	237202	05664	TREECORE LLC	5,112.50
05-27-2020	237203	04326	USA BLUEBOOK ACCT #665206	724.70
05-27-2020	237204	06030	VERIZON CONNECT NWF INC	326.76
05-27-2020	237205	04453	VERIZON WIRELESS	1,803.31
05-27-2020	237206	05659	WARNER OIL COMPANY	629.25
05-27-2020	237207	03511	WASTE MANAGEMENT	1,251.63
05-27-2020	237208	02948	WITMER PUBLIC SAFETY GROUP INC	1,034.85
05-27-2020	237209	05222	WMCJTC	477.67
05-27-2020	D01491	00077	CARQUEST AUTO PARTS	152.06
05-27-2020	D01492	02983	CINTAS LOCATION #351	1,819.03
05-27-2020	D01493	00019	KENDALL ELECTRIC INC	182.52
05-27-2020	D01494	03922	MARANA GROUP	2,241.81
05-27-2020	D01495	01080	NYE UNIFORM CO	1,397.50
05-27-2020	D01496	03944	PRAXAIR DISTRIBUTION INC	140.44
Manual Total				\$1,624,900.60
Automatic Total				\$305,135.96
Grand Total				\$1,930,036.56

FOR PAYROLL ENDING April 26, 2020
PR0529M - Paid May 15, 2020

GENERAL	\$134,398.27
MAJOR STREET	7,513.04
LOCAL STREET	7,120.64
CEMETERY	9,118.21
DDA	315.00
AIRPORT	487.50
BUILDING	2,368.94
AUDITORIUM	3,334.50
RECREATION	1,679.78
DOYLE RECREATION CENTER	3,019.47
ELECTRIC	64,842.16
SEWER	14,766.27
WATER	6,082.58
MOTOR VEHICLE	2,302.78
Payroll Sub-Total	\$257,349.14

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8C

AMENDMENT TO ZONING ORDINANCE
PERTAINING TO ZONING MAP

An Ordinance to amend Article III of the Zoning Ordinance of the City of Sturgis pertaining to the zoning map and to provide for an effective date of this Ordinance.

WHEREAS, the City Commission, upon recommendation from the Planning Board, has determined that it is in the best interest of the residents of the City to modify the Zoning Ordinance with respect to the zoning map to change the zoning designation of certain properties as set forth below.

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan ordains:

Article III of the Zoning Ordinance is hereby modified as follows, effective as of June 17th, 2020.

Group 1: The properties in Group 1 are currently zoned Business Highway 2 (B-H 2). The property will be rezoned to Central Business District (B-C).

- 211 N. Nottawa (75-052-040-138-00)

Group 2: The properties in Group 2 are currently zoned Apartment (R-4). Properties will be rezoned to Central Business District (B-C).

- | | |
|--------------------------------------|--|
| • 201 N. Nottawa (75-052-040-139-00) | • 202 E. West (75-052-040-150-00) |
| • 208 N. Maple (75-052-040-147-00) | • 133 N. Nottawa (75-052-040-223-00) |
| • 206 N. Maple (75-052-040-148-00) | • 107 N. Jefferson (75-052-040-311-00) |
| • 204 N. Maple (75-052-040-149-00) | • 108 S. Clay (75-052-040-542-00) |

Group 3: The properties in Group 3 are currently split zoned Apartment (R-4) and Central Business District (B-C). Properties will be rezoned to Central Business District (B-C).

- | | |
|--------------------------------------|--------------------------------------|
| • 116 N. Monroe (75-052-040-229-00) | • 300 John (75-052-040-543-00) |
| • 117 S. Monroe (75-052-040-456-00) | • 306 John (75-052-040-310-00) |
| • 130 N. Nottawa (75-052-040-544-00) | • 307 W. Chicago (75-052-040-317-00) |
| • 209 John (75-052-040-274-00) | • 300 W. Chicago (75-052-040-350-00) |

Group 4: The property in Group 4 is currently zoned Planned Development District 2 (PDD-2). The property will be rezoned to Central Business District (B-C).

- 203 John (75-052-040-269-00)



Proposed Central Business District Area Rezoning

Group 1: Zoning district change from B-H 2 (Business Highway 2) to B-C (Central Business District)

Map ID

1 211 N. Nottawa (75-052-040-138-00)

Group 2: Zoning district change from R-4 (Apartment) to B-C (Central Business District)

Map ID

2 201 N. Nottawa (75-052-040-139-00)
3 208 N. Maple (75-052-040-147-00)
4 206 N. Maple (75-052-040-148-00)
5 204 N. Maple (75-052-040-149-00)
6 202 E. West (75-052-040-150-00)
7 133 N. Nottawa (75-052-040-223-00)
15 107 N. Jefferson (75-052-040-311-00)
18 108 S. Clay (75-052-040-542-00)

Group 3: Zoning district change of split zoned properties from R-4 (Apartments)/ B-C (Central Business) to B-C (Central Business)

Map ID

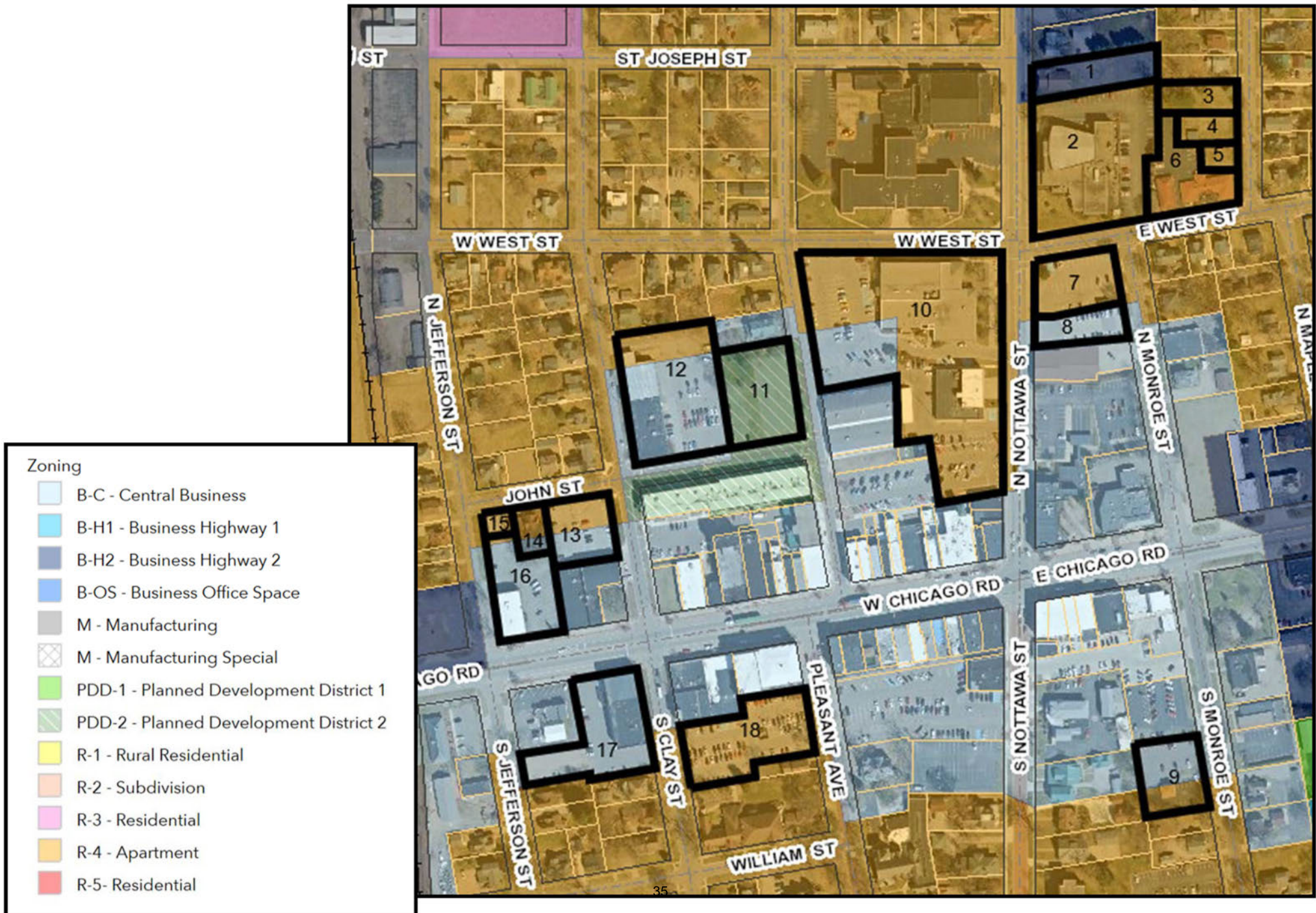
8 116 N. Monroe (75-052-040-229-00)
9 117 S. Monroe (75-052-040-456-00)
10 130 N. Nottawa (75-052-040-544-00)
12 209 John (75-052-040-274-00)
13 300 John (75-052-040-543-00)
14 306 John (75-052-040-310-00)
16 307 W. Chicago (75-052-040-317-00)
17 300 W. Chicago (75-052-040-350-00)

Group 4: Zoning district change from PDD-2 (Planned District Development 2) to B-C (Central Business)

Map ID

11 203 John (75-052-040-269-00)

Proposed Central Business Area Rezoning



**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8E

Part A - Weekly Costs:

			Company Aramark			Company Cintas			Company Model Coverall Service			Company Unifirst			Company Wildman		
			Rental Service			Rental Service			Rental Service			Rental Service			Rental Service		
<u>Item No.</u>	<u>Item Description</u>		<u>Qty.</u>	<u>Unit price per week</u>	<u>Amount per week</u>	<u>Qty.</u>	<u>Unit price per week</u>	<u>Amount per week</u>	<u>Qty.</u>	<u>Unit price per week</u>	<u>Amount per week</u>	<u>Qty.</u>	<u>Unit price per week</u>	<u>Amount per week</u>	<u>Qty.</u>	<u>Unit price per week</u>	<u>Amount per week</u>
1	Shirts - 5 per week; blend; executive; long sleeve		11	\$0.21	\$2.31	11	\$0.26	\$2.86	11	\$0.32	\$3.50	11	\$0.20	\$2.20	11	\$0.300	\$3.30
2	Shirts - 5 per week; blend; executive; short sleeve		44	\$0.19	\$8.36	44	\$0.26	\$11.44	44	\$0.27	\$12.00	44	\$0.13	\$5.72	44	\$0.300	\$13.20
3	Shirts - 5 per week; cotton; work; long sleeve		220	\$0.31	\$68.20	220	\$0.19	\$41.80	220	\$0.32	\$70.00	220	\$0.21	\$46.20	220	\$0.320	\$70.40
4	shirts - 5 per week; work FR rated HRC2; long sleeve		55	\$0.56	\$30.80	55	\$0.40	\$22.00	55	\$0.62	\$33.90	55	\$0.52	\$28.60	55	\$0.770	\$42.35
5	Pants - 5 per week; blend; work		11	\$0.23	\$2.53	11	\$0.21	\$2.31	11	\$0.32	\$3.50	11	\$0.21	\$2.31	11	\$0.270	\$2.97
6	Pants - 5 per week; jeans - relaxed fit		220	\$0.41	\$90.20	220	\$0.30	\$66.00	220	\$0.32	\$70.00	220	\$0.27	\$59.40	220	\$0.300	\$66.00
7	Pants - 5 per week; jeans; FR rated HRC2		55	\$0.62	\$34.10	55	\$0.40	\$22.00	55	\$0.67	\$36.70	55	\$0.56	\$30.80	55	\$0.930	\$51.15
8	Tee Shirts - 5 per week; Class 2 reflective lime yellow		121	\$0.32	\$38.72	121	\$0.20	\$24.20	121	\$0.35	\$42.35	121	\$0.29	\$35.09	121	N/A	\$0.00
9	Coverall - 1 per week; FR rated HRC2		2	\$0.92	\$1.84	2	\$1.95	\$3.90	1	\$3.10	\$3.10	2	\$0.99	\$1.98	2	\$1.650	\$3.30
Total Part A - (per week) =					\$277.06	\$196.51			\$275.05			\$212.30			\$252.67		
Total Part A - (a) (3 years) =					\$43,221.36	\$30,655.56			\$42,907.73			\$33,118.80			\$39,416.52		

Part B - Patches, Emblems & Embroidery:

<u>Item No.</u>	<u>Item Description</u>		<u>Qty.</u>	<u>Unit price</u>	<u>Amount</u>	<u>Qty.</u>	<u>Unit price</u>	<u>Amount</u>	<u>Qty.</u>	<u>Unit price</u>	<u>Amount</u>	<u>Qty.</u>	<u>Unit price</u>	<u>Amount</u>	<u>Qty.</u>	<u>Unit price</u>	<u>Amount</u>
10	Patches		264	\$1.50	\$396.00	264	\$0.00	\$0.00	264	\$3.00	\$792.00	264	\$0.00	\$0.00	264	\$1.50	\$396.00
11	Emblems		264	\$4.00	\$1,056.00	264	\$0.00	\$0.00	264	\$3.00	\$792.00	264	\$0.00	\$0.00	264	\$3.00	\$792.00
12	Embroidery		66	\$7.50	\$495.00	66	\$0.00	\$0.00	66	\$5.00	\$330.00	66	\$0.00	\$0.00	66	\$6.99	\$461.34
Total Part B =					\$1,947.00	\$0.00			\$1,914.00			\$0.00			\$1,649.34		

Part C - Set up charges for garments:

<u>Item No.</u>	<u>Item Description</u>		<u>Qty.</u>	<u>Unit price</u>	<u>amount</u>	<u>Qty.</u>	<u>Unit price</u>	<u>amount</u>	<u>Qty.</u>	<u>Unit price</u>	<u>amount</u>	<u>Qty.</u>	<u>Unit price</u>	<u>amount</u>	<u>Qty.</u>	<u>Unit price</u>	<u>amount</u>
13	Shirts – blend; executive; long sleeve		11	\$1.00	\$11.00	11	\$0.00	\$0.00	11	\$0.00	\$0.00	11	\$0.00	\$0.00	11	\$7.99	\$87.89
14	Shirts – blend; executive; short sleeve		44	\$1.00	\$44.00	44	\$0.00	\$0.00	44	\$0.00	\$0.00	44	\$0.00	\$0.00	44	\$7.99	\$351.56
16	Shirts – cotton; work; long sleeve		220	\$1.00	\$220.00	220	\$0.00	\$0.00	220	\$0.00	\$0.00	220	\$0.00	\$0.00	220	\$5.50	\$1,210.00
17	Shirts – flame resistant; work; long sleeve		55	\$1.00	\$55.00	55	\$0.00	\$0.00	55	\$0.00	\$0.00	55	\$0.00	\$0.00	55	\$5.50	\$302.50
18	Pants – blend; work		11	\$1.00	\$11.00	11	\$0.00	\$0.00	11	\$0.00	\$0.00	11	\$0.00	\$0.00	11	\$5.50	\$60.50
19	Pants – jeans; relaxed fit		220	\$1.00	\$220.00	220	\$0.00	\$0.00	220	\$0.00	\$0.00	220	\$0.00	\$0.00	220	\$1.00	\$220.00
20	Pants – jeans, FR rated HRC2		55	\$1.00	\$55.00	55	\$0.00	\$0.00	55	\$0.00	\$0.00	55	\$0.00	\$0.00	55	\$1.00	\$55.00
21	Tee Shirts – Class 2 reflective lime yellow; short sleeve		121	\$1.00	\$121.00	121	\$0.00	\$0.00	121	\$0.00	\$0.00	121	\$0.00	\$0.00	121	\$1.00	\$121.00
Total set up charges total =					\$737.00	\$0.00			\$0.00			\$0.00			\$2,408.45		
Total Part A (3 years) =					\$43,221.36	\$30,655.56			\$42,907.73			\$33,118.80			\$39,416.52		
Total Part B =					\$1,947.00	\$0.00			\$1,914.00			\$0.00			\$1,649.34		
Total Part C =					\$737.00	\$0.00			\$0.00			\$0.00			\$2,408.45		
Total (3 years) =					<u>\$46,642.36</u>	<u>\$30,655.56</u>			<u>\$44,821.73</u>			<u>\$33,118.80</u>			<u>\$45,882.76</u>		

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

Outdated/Corroded flush valve



Stall Spacing



Original Urinals



Men's restroom stalls



Women's restroom sink



Women's restroom lounge



Main Level Restrooms 548 SF
Lower Level Restrooms 520 SF

	Cost per S.F.	Main Level Project Cost	Lower Level Project Cost
General Conditions	\$ 20.00	\$ 10,960.00	\$ 10,400.00
Building Permits			
Dumpsters and Refuse Remova			
Temporary Partitions			
Cleaning and Maintenance			
Temporary Toilets			
Project Supervision			
Demolition	\$ 15.00	\$ 8,220.00	\$ 7,800.00
Masonry	\$ 10.00	\$ 5,480.00	\$ 5,200.00
Carpentry	\$ 50.00	\$ 27,400.00	\$ 26,000.00
Rough Framing			
Gypsum Wall Board			
Ceilings			
Trim Carpentry			
Doors and Frames			
Toilet Accessory Installation			
Casework & Installation			
Interior Finishes	\$ 45.00	\$ 24,660.00	\$ 23,400.00
Floor Finishes			
Wall Finishes			
Ceiling Finishes			
Signage			
Specialites	\$ 20.00	\$ 10,960.00	\$ 10,400.00
Toilet Room Accessories			
Mechanical	\$ 40.00	\$ 21,920.00	\$ 20,800.00
Plumbing			
HVAC			
Electrical	\$ 15.00	\$ 8,220.00	\$ 7,800.00
Lighting			
Construction Cost		\$ 117,820.00	\$ 111,800.00
Contingency 20%		\$ 23,564.00	\$ 22,360.00
Sub-Total		\$ 141,384.00	\$ 134,160.00
CM/Contractor Fee 7%		\$ 9,896.88	\$ 9,391.20
Architectural/Engineering Fee 10%		\$ 14,138.40	\$ 13,416.00
Total Project Cost		\$ 165,419.28	\$ 156,967.20

BYCE

& ASSOCIATES, INC.

ENGINEERS | ARCHITECTS

487 PORTAGE STREET
KALAMAZOO MI 49007

CORPORATE@BYCE.COM
WWW.BYCE.COM

TEL: 269•381•6170
FAX: 269•381•6176



05/22/2020 - GRANT SUBMISSION

CONCEPTUAL RESTROOM RENOVATIONS COST ESTIMATE

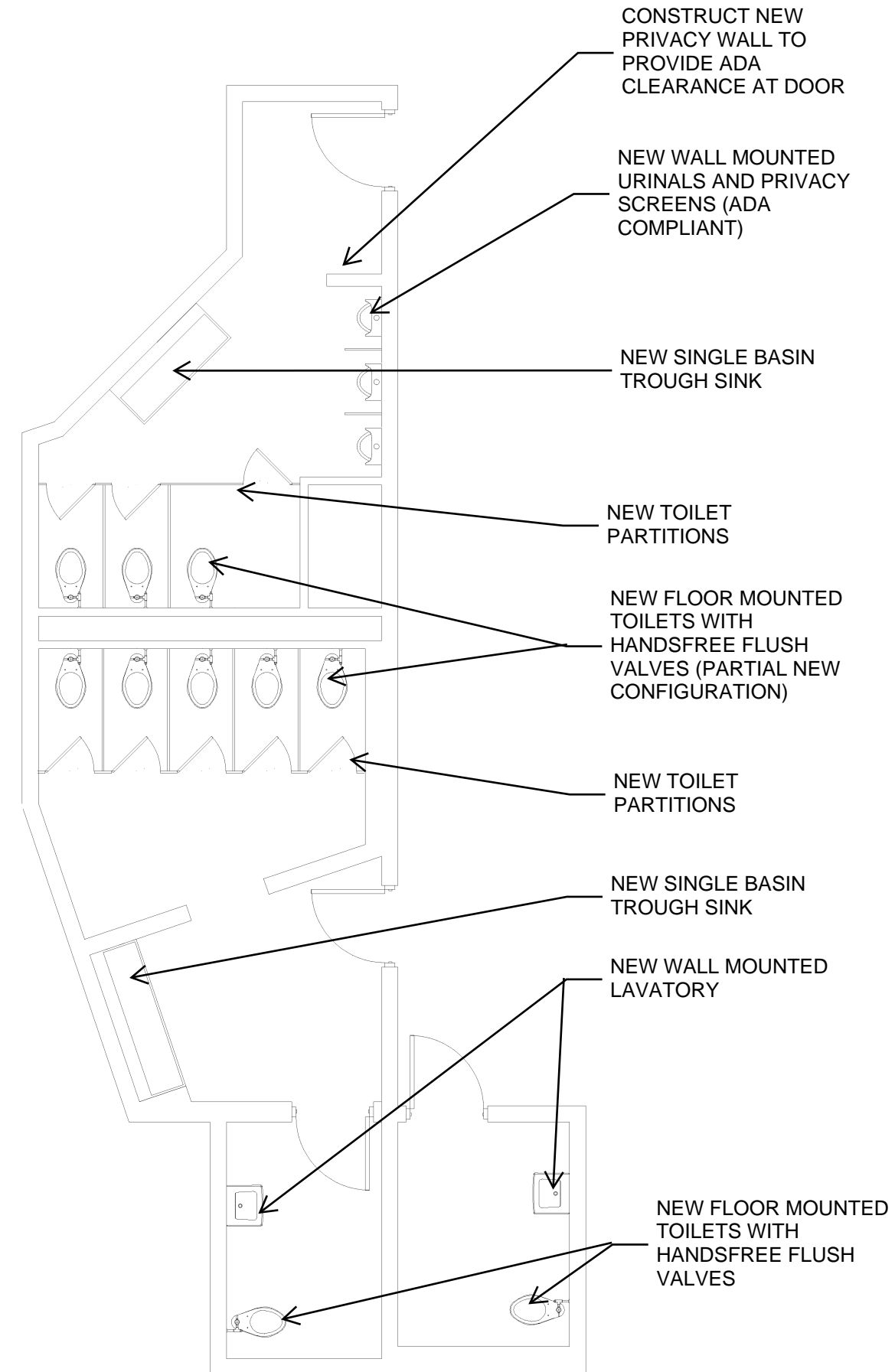
18100160

A200

Diagram illustrating the removal of various fixtures and partitions in a multi-unit bathroom renovation project. The diagram shows a layout of multiple units, each containing a toilet, sink, and water closet (WC). The removal tasks are indicated by arrows pointing to the corresponding fixtures:

- REMOVE WALL MOUNTED SINKS
- REMOVE TOILET PARTITIONS
- REMOVE WATER CLOSETS
- REMOVE WALL MOUNTED SINKS
- REMOVE WALL AND DOOR
- REMOVE DOOR
- REMOVE WALL MOUNTED SINK, TOILET PARTITION, AND WATER CLOSET EACH ROOM

Scale 3/16" = 1'-0"



Scale 3/16" = 1'-0"

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CONCEPTUAL RESTROOM RENOVATIONS

18100160

A100

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

Tandem Axle Plow Truck Bid Tab

	D&K Truck Co. Lansing, MI	D&K Truck Co. Lansing, MI	Freightliner of GR/Kzoo Grand Rapids, MI	JX Peterbuilt Kalamazoo, MI	Stoops Freightliner New Haven, IN	Tri-County International Jackson, MI	West Michigan International Kalamazoo, MI
Chassis Info	Freightliner 114SD with Cummins X-12 Engine	Western Star 4700SB with Cummins X-12 Engine	Western Star 4700SB with Cummins X-12 Engine	Peterbilt 365 with Paccar MX-11 Engine	Western Star 4700SB with Cummins X-12 Engine	International HV613 SBA - with International A-26 Engine	International HV613 SBA - with International A-26 Engine
Up-Fit Installer	Truck & Trailer	Truck & Trailer	Lindco	Truck & Trailer	Lindco	Truck & Trailer	Truck & Trailer
Dump Body	Crysteel	Crysteel	DuraMax	Crysteel	DuraMax	Crysteel	Crysteel
Plows	Monroe Front & Wing Plows	Monroe Front & Wing Plows	Wausau Front Plow Henke Wing Plow	Monroe Front & Wing Plows	Wausau Front Plow Henke Wing Plow	Monroe Front & Wing Plows	Monroe Front & Wing Plows
Chassis Price	\$118,764.00	\$126,650.00	\$122,933.00	\$126,959.00	\$122,611.00	\$123,755.00	\$123,066.14
Body Price	\$103,412.00	\$103,412.00	\$123,869.00	\$102,912.00	\$123,869.00	\$103,412.00	\$103,412.00
Ext. Wty. Powertrain	\$2,036.00*	\$2,036.00*	\$2,136.00	\$6,395.00	\$1,476.00	\$2,826.00	\$3,926.00
Towing Coverage	\$800.00	\$800.00	\$550.00	\$750.00	2 Years Unlimited Miles	\$800.00	\$1,300.00
Early Pay Deductions	(\$5,000.00)	(\$5,000.00)	\$0.00	\$0.00	\$0.00	(\$1,000.00)	\$0.00
Specified Options	\$0.00	\$0.00	\$0.00	\$525.00	\$0.00	\$520.00	\$0.00
Total Bid Price	\$220,012.00	\$227,898.00	\$249,488.00	\$237,541.00	\$247,956.00	\$230,313.00	\$231,704.14

* Includes Extened Powertrain Warrenty and Extended warranty for transmission 5 yrs. From these bids. Other bids include transmission coverage as part of powertrain warrenty

Freightliner of Grand Rapids

Western Star 4700SB with Cummins X-12 Engine	Bid Price	\$246,802.00
Chassis		\$122,933.00
Body / Up-fit - Lindco		\$123,869.00
Extended Powertrain Warranty 5 yrs. 200,000 miles		\$2,136.00
Towing coverage for warrantable repairs		\$550.00
Total including recommended options		\$249,488.00

Delivery

Chassis	120 Days
Equipment	120 Days
Time to complete unit	60 – 90 Days
Total time required to complete unit after receiving order	180 – 210 Days
Meets Deadline	Yes

Exceptions

1) Differential lock auto disengage option	No
2) Overhead storage with net retainer	No
3) Analog gauges – exhaust pyrometer	No
4) Exhaust - provide 24" ground clearance	No

Staff Overview

Freightliner of Grand Rapids provided an excellent bid offering the Western Star Chassis and the Body and Up-fitting through Lindco. This would be a quality build but, when all things are considered, it's offered at the highest price.

West Michigan International

International HV613 SBA with International A-26 Engine	Bid Price	\$226,478.14
Chassis		\$123,066.14
Body / Up-fit – Truck & Trailer		\$103,412.00
Extended Powertrain Warranty 5 yrs. 200,000 miles		\$3,926.00
Towing coverage for warrantable repairs		\$1,300.00
Total including recommended options		\$231,704.14

Delivery

Chassis	120 Days
Equipment	200 Days
Time to complete unit	45 Days
Total time required to complete unit after receiving order	365 Days
Meets Deadline	No

Exceptions

1) Radiator – 1500 Sq. in.	No
2) Air Compressor – 25.9 CFM	No
3) Lower radiator guard	No
4) Transmission dip stick on curb side	No
5) 65” center of steer axle to back of cab	No
6) Parking brake – long stroke 30/ 36 chambers	No
7) Power steering – TRW – THP-60	No
8) Electronic trailer brake control	No
9) Radio antenna – driver’s side “A” pillar mount	No
10) Analog gauges	No
11) Tires - front – Bridgestone 860A	No
12) Tires – rear – Bridgestone M799	No
13) Fuel tank 80 gallon	No
14) DEF tank 13 gallon	No
15) Behind cab frame clear area each side 45”	No
16) Dump body sides and front 3/16” ss	No
17) Tailgate 3/16” ss	No
18) Tail lights – sloped	No

See Bid Specification Review – Dump Body and Plows

Staff Overview

In late 2009 and early 2010 International announced that they would use Exhaust Gas Recirculation (EGR) vs Selective Catalytic Reduction (SCR) to meet new 2010 US EPA emissions standards. This move nearly put International out of business. Engine failures crippled the company and they still haven't recovered. We don't recommend purchasing a truck from International unless it is equipped with a Cummins engine.

D & K Truck Company

Freightliner 114SD with Cummins X-12 Engine	Bid Price	\$222,176.00
Chassis		\$118,764.00
Body / Up-fit – Truck & Trailer		\$103,412.00
Extended Powertrain warranty 5 yrs. 100,000 miles		\$1,100.00
Towing coverage for warrantable repairs		\$800.00
Extended warranty for transmission 5 yrs.		\$936.00
Early pay deduction 30 days after chassis delivery		(\$5,000.00)
Total including recommended options		\$220,012.00

Delivery

Chassis	70 - 90 Days
Equipment	200 Days
Time to complete unit	45 Days
Total time required to complete unit after receiving order	240 – 260 Days
Meets Deadline	No

Exceptions

1) Cab – galvaneal steel	No
2) Electronic trailer brake control	No
3) Radio antenna – driver’s side “A” pillar mount	No
4) Analog gauges	No
5) Battery box under passenger seat	No
6) Tires – rear Bridgestone M799	No

See Bid Specification Review – Dump Body and Plows

Staff Overview

Freightliner is considered to be more of an entry level truck that is not as well built as the Western Star, Peterbilt or Kenworth. We were told by both the Managers at both Branch County and St. Joseph County to spend a few dollars more and we’ll get a much more robust truck.

D & K Truck Company

Western Star 4700SB with Cummins X-12 Engine	Bid Price \$230,062.00
Chassis	\$126,650.00
Body / Up-fit – Truck & Trailer	\$103,412.00
Extended Powertrain warranty 5 yrs. 100,000 miles	\$1,100.00
Towing coverage for warrantable repairs 5 yrs.	\$800.00
Extended warranty for transmission 5 yrs.	\$936.00
Early pay deduction 30 days after chassis delivery	(\$5,000.00)
Total including recommended options	\$227,898.00

Delivery

Chassis	70 - 90 Days
Equipment	200 Days
Time to complete unit	45 Days
Total time required to complete unit after receiving order	240 – 260 Days
Meets Deadline	No

Exceptions

- | | |
|---|----|
| 1) Analog gauges | No |
| 2) Tires – rear Bridgestone M799 | No |
| 3) Exhaust – horizontal muffler with vertical stack | No |

See Bid Specification Review – Dump Body and Plows

Staff Overview

D & K Truck also bid a Western Star chassis which is preferred however, they are working with Truck & Trailer to provide the body and up-fitting. The Crysteel body offered by Truck & Trailer is a lesser quality body that doesn't meet the specification and may not last the life of the chassis.

Tri County International

International HV613 SBA International A-26 Engine	Bid Price \$227,167.00
Chassis	\$123,755.00
Body / Up-fit – Truck & Trailer	\$103,412.00
Extended Powertrain warranty 5 yrs. 100,000 miles	\$2,826.00
Towing coverage for warrantable repairs 5 yrs.	\$800.00
Engine brake	\$520.00
Early pay deduction 30 days after chassis delivery	(\$1,000.00)
Total including recommended options	\$230,313.00

Delivery

Chassis	60 - 90 Days
Equipment	200 Days
Time to complete unit	45 Days
Total time required to complete unit after receiving order	305 – 335 Days
Meets Deadline	No

Exception

1) Radiator – 1500 sq. in.	No
2) Touch pad shifter	No
3) Wabco air dryer	No
4) Parking brake – long stroke 30 / 36 chambers	No
5) Power steering – TRW – THP-60	No
6) Cab - passenger door peep window	No
7) Battery shock pad	No
8) Tires - front – Bridgestone 860A	No
9) Tires – rear – Bridgestone M799	No
10) Exhaust – 24” ground clearance	No
11) DEF tank – 13 gallon	No

See Bid Specification Review – Dump Body and Plows

Staff Overview

Tri County International is also offering the International A-26 engine. Until Navistar (the parent company) can solve the engine issue, we don't recommend purchasing a truck from International unless it is equipped with a Cummins engine.

JX Peterbilt - Grand Rapids

Peterbilt 365 with Paccar MX-11 Engine	Bid Price \$229,871.00
Chassis	\$126,959.00
Body / Up-fit – Truck & Trailer	\$102,912.00
Extended Powertrain warranty 5 yrs. 100,000 miles	\$6,395.00
Towing coverage for warrantable repairs 5 yrs.	\$750.00
Option – Power steering TRW TAS 85	\$275.00
Option – Davco heated fuel/water separator	\$250.00
Total including recommended options	\$237,541.00

Delivery

Chassis	120 Days
Equipment	200 Days
Time to complete unit	45 Days
Total time required to complete unit after receiving order	245 Days
Meets Deadline	No

Exceptions

1) Full length single steel frame	No
2) Frame section modulus 26.7 with RBM 3,200,000	No
3) Factory applied rust inhibitor for frame (Krown KL-73)	No
4) Heavy duty spring suspension	No
5) Wabco air dryer (heated)	No
6) Self canceling turn signals	No
7) Overhead storage	No
8) Tires – rear Bridgestone M799	No
9) Exhaust – 24” ground clearance	No

See Bid Specification Review – Dump Body and Plows

Staff Overview

Peterbilt seems to be a rock solid chassis, both Branch County and St. Joseph County have a number of them in their fleet. However, they have also teamed with Truck & Trailer to supply the dump body, plows, and up-fitting and their equipment doesn't meet the bid specifications.

Stoops Freightliner – Quality Trailer

Western Star 4700SB with Cummins X-12 Engine	Bid Price	\$246,480.00
Chassis		\$122,611.00
Body / Up-fit - Lindco		\$123,869.00
Extended Powertrain warranty 5 yrs. 100,000 miles		\$1,476.00
Towing coverage for warrantable repairs (2 yrs. Included)		\$0.00
Total including recommended options		\$247,956.00

Delivery

Chassis	100 Days
Equipment	120 Days
Time to complete unit	60 – 90 Days
Total time required to complete unit after receiving order	180 – 210 Days
Meets Deadline	Yes

Exceptions

1) Overhead storage with net retainers -	No
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Staff Overview

Stoops bid the Western Star Chassis and teamed with Lindco for the body up-fitting process. This truck meets all specifications with just 1 exception.

BID SPECIFICATION REVIEW – DUMP BODY & PLOWS:



Crysteel Elliptical Body



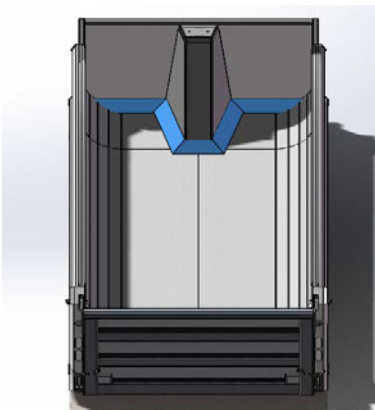
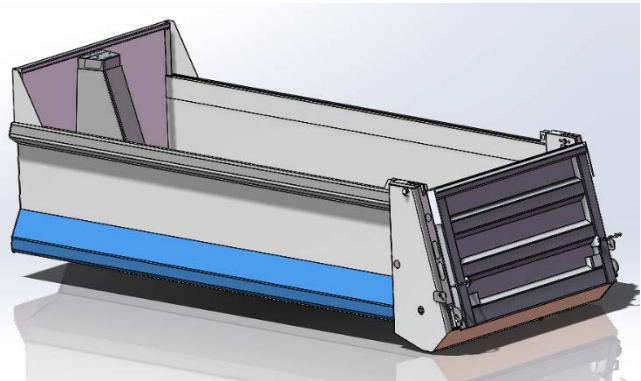
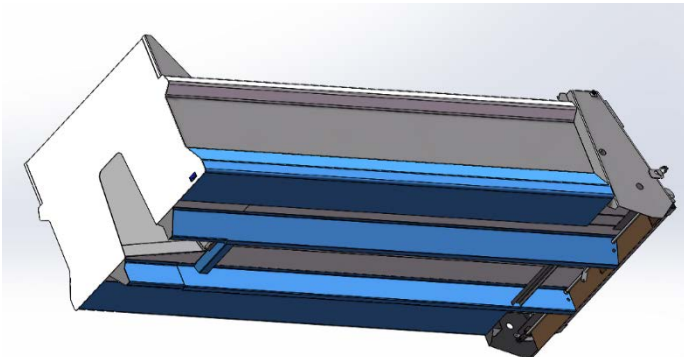
Duramax Body

The bid calls for a heated Elliptical style body with a “15” side to floor radius” The intent of the elliptical design is to keep material from getting stuck in the body and to promote material flow out of the body.

Lindco bid the Duramax Body which meets the bid specifications. Truck & Trailer bid the Crysteel Elliptical Body which does not. The differences will be explained in the pictures and comments listed below.

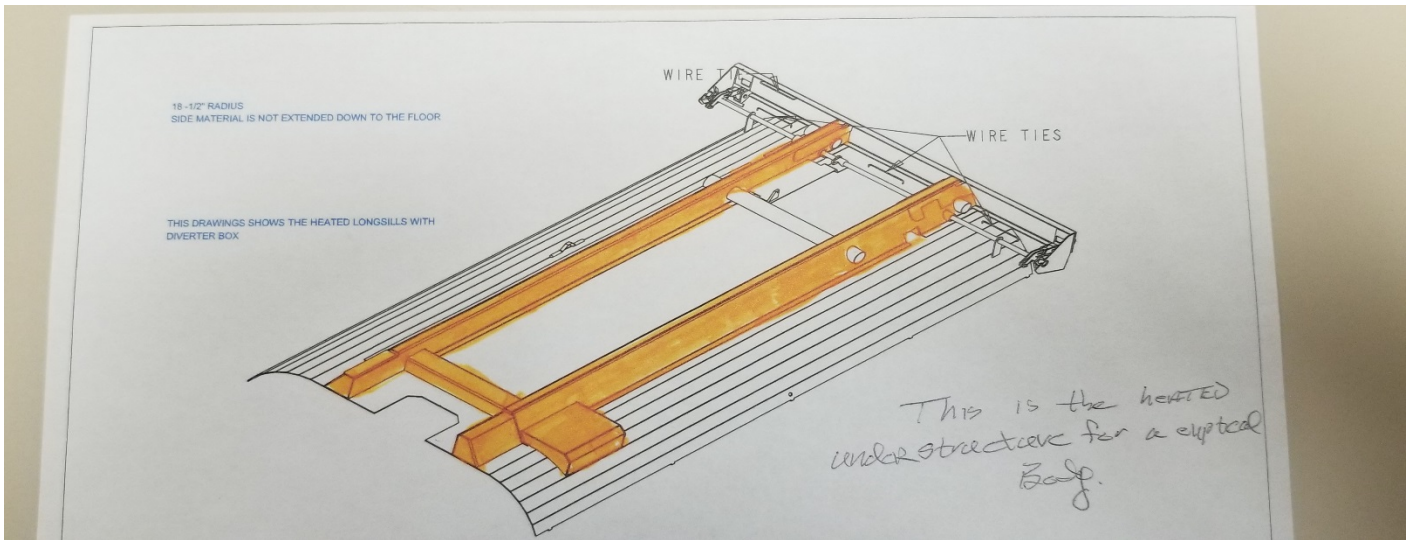
HEATED DUMP BODY:

1. In the bid we specified a heated dump body and the specifications clearly state “the long Sills and rub rail shall be heated through means of installing an exhaust diverter onto exhaust pipe to allow exhaust from truck to flow through the long sills and rub rail.”



The pictures above show the DuraMax body provided by Lindco and the areas of the body that will be heated. The DuraMax body meets the specification and will heat almost the entire floor which will be crucial when hauling snow and water break material in sub-zero temperature conditions.

The picture below is of the Crysteel body provided by Truck & Trailer and it shows the heated long sills and diverter box. These are the only areas of this body which will be heated.



STAINLESS STEEL MATERIAL :

2. The bid specifications call for the front wall, sides, and tailgate of the dump body to be made of 3/16" stainless steel. The floor of the body is to be constructed of 1/4" AR450 steel which is very strong and resists denting.

The Crysteel body bid by Truck and Trailer is constructed of 7 gauge material not 3/16" material as was specified in the bid. 7 Gauge is a slightly lesser thickness than 3/16" material.

The DuraMax body is manufactured using 3/16" materials.

CAB SHIELD:



Crysteel Enclosed Cab Shield



DuraMax Enclosed Cab Shield

3. The bid documents state "Entire top of cab shield will be enclosed"
As can be seen in the picture the enclosed cab shield provided by Crysteel does not enclose the entire area. This will allow snow or other debris to build up in front of the rear facing strobe lights.

SIDES:

4. In the bid document we stated “All exposed body and bracing bends must have a 1” radius for added strength.”
The Crysteel body doesn’t include the 1” radius bends on bracing, top rails, and rear corner posts. This is a feature that DuraMax includes and it gives these items 25% more strength.

RUB RAIL:



Crysteel Rub rail (Weld-On)



DuraMax Rub Rail (One-piece Integral)

5. Required as part of the bid is a “35 degree sloping rub rail on each side”

The Crysteel Elliptical Body bid by Truck & Trailer has no rub rail at all, it basically looks just like a tub. Fenders can be added (shown above) at additional cost (\$612) but even then, it is simply cosmetic as they are not designed to fold under and be welded to the body floor. Because of this, it provides no additional strength and there is no way to get heat to the outside edges of the body which is also a requirement in the bid specification.

The DuraMax Body bid by Lindco offers a one piece side panel with a formed integral sloping rub rail. The one piece panel folds over the top of the box, down the side and then folds under and across to where it intersects the bed floor. At that point it is welded to the AR 450 flooring material. The design provides a 50% stronger side panel and adds 30% more strength to the bed floor.

INTEGRAL LIGHT BOXES:



Crysteel Rear Lights



Duramax Rear Lights

6. In the bid, the body was specified to include integral stainless steel light boxes recessed into each rear corner post. Each light box is to have 4 oval cut outs for lights and they are to slope at roughly a 45 degree angle. Studies show the sloped lights offer nearly 30% better light visibility at the rear of the truck. The DuraMax body includes this feature but, the Crysteel body does not. They offer (3) cut outs for lights and they are taken directly out of the corner posts which could weaken the structure.

REAR CORNER POST:



Crysteel Enclosed Underneath Rear Corner Post



DuraMax Enclosed Underneath Rear Corner Post

7. The bid states that the entire underneath of each rear corner post must be fully enclosed but, include an access panel for wiring. DuraMax does this and then ties it all the way across and into the long sills. By tying into the long sills it keeps the rear corner posts from spreading when the tailgate isn't attached at the top.

The Crysteel body isn't designed that way and doesn't meet the specification.

FLOOR:



Elliptical Body

48" center of floor is AR450



DuraMax Body

Entire floor and side radius is AR450

8. The bid states the floor will be constructed of (2) center seam welded pieces of 1/4" AR450 steel with a 15" side to floor radius.

Elliptical bodies are designed to resist denting by having a tub style design. This is true when the entire body is designed and built out of AR450 sides & floor.

Stainless steel is a low tensile strength and low yield strength steel. It is primarily used to prevent a body from rusting out. It is not strong enough to prevent denting.

The DuraMax body is a stainless-steel body with protection to prevent the stainless steel from denting as much as possible. Per the above picture, you will notice that the 96" sheets of AR450 comes up almost halfway up the sides. The boxed top rail overlaps to the inside to give you a double wall of stainless steel so dents aren't visible from the outside of the box.

The Crysteel body has no floor seam which is good but, they only use a 48" wide sheet of AR450 which means that only the 48" center of the floor is designed with the strength to resist denting. There is no double wall on that body so all denting will be visible from the outside.

HOIST:



9. The bid states that all cylinder stages will be full double acting (power up and power down) with piston rings on each stage. This decreases the cycle time of the hoist and locks the body down to the frame preventing it from bouncing which damages cylinder sleeves and seals. This is included on the DuraMax body but, only the first stage is power up and down on the Crysteel body.
10. The bid also states that the hoist cylinder support frame shall be made of structural steel. This again is included with the DuraMax body but, the Crysteel body uses castings which are weaker in strength than hardened steel.

ROOF MOUNTED FLOOD/SPOTLIGHTS:

11. In the bid we specified (4) Hella brand floodlights and (2) Hella brand spotlights for use when snowplowing. These are nearly identical to those mounted on both of our loaders. Truck and Trailer substituted “Go Light” brand lights which don’t meet the specification. Lindco is providing the lights requested and also included a gutter mounted stainless steel light bar that will attach to the gutter on the cab without drilling any holes through the cab roof.

SNOWPLOW & HITCH:



Lindco bid a Wausau HomeSafe Plow



Truck & Trailer bid a Monroe J-Style Plow.

12. In the bid we specified the “Wausau HomeSafe power reversible trip edge snow plow with a polymer moldboard or approved equal.” The plow is very similar in design to the plow we are currently using at the Airport. The biggest difference is the way it is mounted or attached to the truck. The Wausau mount mimics the way newer plows mount to pickup trucks. With the plow removed there is basically no mounting framework that extends in front of the bumper which means less weight being carried by the truck. Less weight means less wear which results in savings on repairs and maintenance expense.

A 14' foot plow was specified so it could be used at the Airport, on the State Highway, or on some of the wider City streets. When the plow is angled at 37 degrees to the right or to the left the cutting path is roughly 11 feet 4" wide or slightly wider than a single lane width on most streets. This will allow us to use it in ways we couldn't use the current plow because it's just too wide. It will also provide an added piece of equipment with a front plow which is necessary should we get a truly heavy snowfall.

The Wausau HomeSafe Plow is available in the 14' foot width as a standard size and has a 3 year 100% parts and labor warranty.

The Monroe plow at that width isn't offered on their website or literature. It is considered a custom built plow which means parts may have to be manufactured when they are needed.

The Monroe warranty states "that if any part of the product proves to be defective in workmanship or material with in **One Year** of the original installation, and is returned to them within 30 days of the discovered defect, they will (at their option) repair or replace the defective part.

The Monroe plow mount sticks out in front of the truck 6" inches further than the Wausau plow adding additional weight and stress to the front axle.

WING PLOW:



Monroe Mid Mount Wing Plow



Henke Rear Mount Wing Plow

13. The bid specifications call for a rear mounted wing plow, which means the wing plow front mount is mounted directly in front of rear axles and the push arms are mounted behind the rear axles. This provides better visibility of the plow for the operator and keeps the center of the truck frame open for maintenance activities or additional equipment.

Lindco bid a Henke rear mounted wing plow which meets the specification. They're also including separate hydraulic lock and sequencing valves which still allows for limited control of the unit if one or the other goes bad. The Henke plow also uses a 2 position pivot bushing for additional stability.

Truck and Trailer bid a mid-mounted wing plow which means the front of the plow is mounted directly behind the cab and the push arm is mounted between the rear axles. This doesn't meet the specification or allow for as good of visibility for the operator and can interfere with tire changes and other maintenance. They also use a combination lock and sequencing valve and a single position pivot bushing.

Lindco

General Bid Information:

The Lindco bid is thirty-two (32) pages long. It gives detailed descriptions of all items being furnished, along with how and/or where they will be installed.

Lindco Equipment Bid Price = \$123,869.00

Lindco delivery time frame is based on receiving chassis by October 1, 2020, Lindco will have unit completed by December 1, 2020.

Labor Hours and Rates:

- Lindco programmed 289 hours into their schedule to complete unit. This is based on their standards which include (3) separate stages of inspection and over 600 individual inspection items that are checked for quality assurance before the finished product leaves their facility.
- Lindco's labor rate is \$99. per hour.

Truck & Trailer Specialties

General Bid Information:

The Truck & Trailer Specialties bid is 6 pages long. It doesn't include detailed descriptions on mounting of equipment leaving a tremendous amount of gray area.

Truck & Trailer's bid price = \$103,412.00

Truck & Trailer's delivery time frame ranges from 240 to 335 days. They never mention whether they will be able to meet the December 1st deadline.

Labor Hours and Rates:

- Truck and Trailer has programmed 249 hours into their schedule to complete unit.
- Truck & Trailer's labor rate is \$90. per hour.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

Service Agreement for
Interconnection and Local Delivery
between
American Electric Power Service Corporation, as agent for,
Indiana Michigan Power Company
and
AEP Indiana Michigan Transmission Company, Inc.,
and
City of Sturgis, Michigan

Service Agreement for Interconnection and Local Delivery

This Service Agreement for Interconnection and Local Delivery (the “Agreement”) is entered into as of the 1st day of June, 2020, by and between City of Sturgis, Michigan (“City of Sturgis” or “Customer”), and American Electric Power Service Corporation (“AEPSC”), as agent for Indiana Michigan Power Company (“I&M”) and AEP Indiana Michigan Transmission Company, Inc. (“IMTCo”) (collectively or separately, I&M and IMTCo are referred to as “AEP”), being sometimes herein referred to collectively as the “Parties” or singularly as a “Party.” In consideration of the mutual covenants and agreements herein, it is agreed as follows:

WITNESSETH:

WHEREAS, I&M is a wholly owned subsidiary of American Electric Power Company, Inc., owning and operating, *inter alia*, electric facilities for, and engaged in, the generation, transmission, distribution and sale of electric power and energy;

WHEREAS, IMTCo is a wholly owned subsidiary of American Electric Power Company, Inc., owning and operating, *inter alia*, electric facilities for the transmission of electric power and energy;

WHEREAS, City of Sturgis is a municipal corporation in the State of Michigan that owns and operates an electric utility system in City of Sturgis;

WHEREAS, City of Sturgis is a member of Michigan Public Power Agency (“MPPA”), a body politic and corporate organized and existing under the laws of the State of Michigan engaged in the purchase and sale of electric power and energy for resale and distribution by its Members, including associated transmission service arrangements;

WHEREAS, City of Sturgis has appointed MPPA as its market participant for the purpose of procuring services from PJM Interconnection L.L.C. (“PJM”) and with PJM Settlement, Inc. for the purpose of settling amounts owed to PJM;

WHEREAS, AEP and MPPA are parties to that certain MPPA Billing Agent Agreement, dated June 1, 2020 (“MPPA Billing Agent Agreement”) governing billing and payment of certain charges related to AEP services to Customer under this Agreement;

WHEREAS, PJM is a Regional Transmission Organization (“RTO”), offering transmission service to eligible customers, and having functional control over the AEP East Zone (“AEP Zone”) transmission network (“Transmission Provider”), and MPPA procures network integration transmission service from PJM on behalf of Customer;

WHEREAS, the Parties wish to establish the terms and conditions of the transmission interconnection and/or distribution interconnection service and/or local delivery service that AEP will provide to Customer in coordination with, but separate from, the transmission service that will be provided by the PJM RTO to MPPA for Customer’s PJM load, and to establish the Delivery Points (as defined below in Section 2.1) for those services between the Parties; and

WHEREAS, the Parties desire to establish the facilities and corresponding Delivery Points listed in this Agreement that Customer shall be responsible to operate and comply with all terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein, the Parties agree as follows:

Article 1.

Applicable Tariffs

- 1.1 **Applicability of Tariffs:** During the term of this Agreement, as it may be amended from time to time, AEP agrees to provide Interconnection and Local Delivery Services for Customer, and Customer agrees: 1) to the extent not paid by MPPA under the MPPA Billing Agent Agreement, to pay PJM for such services the charges applicable to Customer identified in Attachment 1 to the MPPA Billing Agent Agreement; and 2) to pay AEP such other charges as shall be applicable hereunder. Payment will be in accordance with this Agreement, the applicable provisions of the Open Access Transmission Tariff of the AEP System (“AEP Tariff”), and, as to certain provisions referenced herein, the Open Access Transmission Tariff of the PJM RTO (“PJM Tariff”), as each tariff shall at any time during the term of this Agreement be on-file and accepted by the Federal Energy Regulatory Commission (“Commission”), including any applicable Schedules and Attachments appended to such tariffs. Interconnection and Local Delivery Services means services described herein which are subject to the jurisdiction of the Commission but not provided by the PJM RTO under the PJM Tariff. AEP shall not provide any services or make any charges hereunder that are provided or charged by the PJM RTO under the PJM Tariff.
- 1.2 **Governance over Conflicts:** The terms and conditions of such Interconnection and Local Delivery Services shall be governed by this Agreement and the AEP Tariff, as it exists at the time of this Agreement, or as hereafter amended. The AEP Tariff, as it currently exists or as hereafter amended, is incorporated in this Agreement by reference. In the case of any conflict between this Agreement and the AEP Tariff or the PJM Tariff, the AEP Tariff or the PJM Tariff shall control, except that the PJM Tariff shall control if the AEP Tariff and the PJM Tariff are in conflict.

Article 2.

Delivery Points

- 2.1 **Existing Delivery Points:** Unless the Parties shall subsequently otherwise agree, the existing facilities connecting Customer’s power delivery facilities to the AEP power delivery facilities (“Delivery Points”) listed in Attachment 1 to the MPPA Billing Agent Agreement (Industrial Park and Central) shall be continued in service. Customer and AEP shall endeavor to operate their respective facilities in continuous synchronism through such Delivery Points as shall from time to time be established by mutual agreement between the Parties. AEP and Customer, to the extent practicable, shall each maintain the facilities on their respective sides of such Delivery Points, and future points of delivery as may be established from time to time in accordance with Good Utility Practice, in order that said facilities will operate in a reliable and satisfactory manner, and without material reduction in their intended capacity or purpose.

If the function of any such facility is impaired or the capacity of any Delivery Point is reduced or such synchronous operation at any Delivery Point becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, AEP and Customer shall cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously, it being understood that this or any other provision of this Agreement, notwithstanding, AEP shall retain the sole responsibility and authority for operating decisions as they relate to the integrity and security of the AEP system.

2.1.1 Interruption or Reduction of Service at the Delivery Points: The continuity of service at any Delivery Point provided under this Agreement may be interrupted or reduced, (a) by operation of automatic equipment installed for power system protection, (b) after consultation with the affected Party, if practicable, at any time that a Party deems it desirable for installation, maintenance, inspection, repairs, or replacement of equipment, (c) at any time that in the judgment of the interrupting Party such action is necessary to protect personnel or the public, preserve the integrity of, or to prevent or limit any instability on, or to avoid a burden on, their respective system or prevent damage to equipment.

2.2 **Changes in Delivery Points and Local Delivery Facilities**: When it becomes necessary or desirable to make changes in the Delivery Point facilities, to upgrade, retire, replace or establish a new Delivery Point, including metering or other facilities at such location, the provisions of this Section shall apply.

2.2.1 Study Requests for Changes in Delivery Facilities: Customer shall make requests for changes in local delivery facilities, including facility upgrades, retirements and replacements, or the establishment of any new Delivery Point, in writing to AEP, delivered by post or electronic mail (“email”) to Director, System Interconnections, and Manager, East Area Transmission Planning; and AEP shall likewise respond to such requests in writing, by post or email. Contact information for requests is as follows:

2.2.1.1 Request by Customer to AEP:

American Electric Power Service Corporation
Attn: Robert Pennybaker
Director, System Interconnections
212 E. 6th Street
Tulsa, OK 74119
Email: rlpennybaker@aep.com

American Electric Power Service Corporation
Manager, East Area Transmission Planning/Customer Engagement
8600 Smiths Mill Road
New Albany, OH 43054
Email: rnmcauley@aep.com

2.2.1.2 Response by AEP to Customer:

City of Sturgis, Michigan
Attn: Electrical Department Superintendent
130 North Nottawa Street
Sturgis, Michigan 49091
Email: jgriffith@sturgismi.org

2.2.1.3 Minimum Information in Request for New Delivery Point:

A request for a new Delivery Point or modification of an existing Delivery Point should include, at a minimum, the following information:

- a) Nature of the change such as: modifications to an existing Delivery Point, new Delivery Point, increased capacity, and retirement, etc.;
- b) Location of the Delivery Point;
- c) Voltage class of the Delivery Point;
- d) Specific AEP transmission or I&M distribution facility that the Delivery Point is to be connected to;
- e) Non-binding good faith estimate of load to be served by the Delivery Point for the first 5 years;
- f) Specific modifications to an existing Delivery Point, if applicable; and
- g) Desired in-service date.

2.2.2 System Impact Study (SIS): Unless otherwise mutually agreed, AEP shall respond within fifteen (15) business days of receipt of such a request and provide a System Impact Study Agreement and a list of any additional information that AEP would require from Customer to proceed with such study. The SIS Agreement shall commit Customer to pay AEP the actual cost to complete the study and to make an advance deposit equal to estimated study cost or \$25,000, whichever is less. Customer shall execute and deliver executed SIS Agreement within thirty (30) days following its receipt and required deposit. Upon receipt of the executed SIS Agreement, study data and the required deposit, AEP shall carry out the SIS. In the SIS, AEP shall assess the feasibility of modifying an existing Delivery Point or establishing the new Delivery Point using power flow and short circuit analyses and any other analyses that may be appropriate.

If Customer fails to return an executed SIS Agreement within thirty (30) days of receipt, AEP shall deem the study request to be withdrawn. Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

AEP shall issue a report to Customer within sixty (60) calendar days of the receipt of an executed SIS Agreement, or at a later date as the Parties may mutually agree. If AEP is

unable to complete such SIS in the allotted time, AEP shall provide an explanation to the Customer regarding the cause(s) of such delay and a revised completion date and SIS cost estimate.

Upon completion of the SIS, Customer shall reimburse AEP for the unpaid cost of the SIS if the cost of the study exceeds the deposit. AEP shall refund Customer, with interest, any portion of the deposit that exceeds the cost of the SIS. Or, at the written request of Customer, AEP shall apply the remaining balance to the Facilities Study. The interest rate will be computed in accordance with 18 C.F.R. § 35.19a(a)(2).

2.2.3 Facilities Study (FS): Following the completion of the SIS, AEP shall provide to Customer a Facilities Study (FS) Agreement. The Facilities Study Agreement shall provide that the Customer shall compensate AEP for the actual cost of the Facilities Study. The Customer shall execute the Facilities Study Agreement and deliver the executed Facilities Study Agreement to AEP within thirty (30) calendar days following its receipt, together with the required technical data and deposit in an amount equal to the estimated cost of the FS or \$25,000, whichever is less. The FS shall determine the details and estimated cost of facilities necessary for establishing the requested Delivery Point and any system additions/upgrades needed to address any problems identified in the SIS. AEP shall complete the study and issue a Facilities Study report to Customer within ninety (90) calendar days after receipt of an executed Facilities Study Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

If Customer fails to return an executed FS Agreement within thirty (30) business days of receipt, AEP shall deem the study request to be withdrawn. Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

The results of the Facilities Study shall be valid for a period of one year. If Customer delays for more than one year the continuation of the process for establishment of a new Delivery Point, Customer's request shall be deemed withdrawn and a new request and potentially new SIS and FS shall be required.

2.2.4 Expedited System Study: If AEP determines that minimum efforts are needed to carry out the requested Delivery Point modifications/additions, AEP shall, upon request by Customer, offer a single agreement covering the System Impact Study and Facilities Study, the "System Study Agreement." The System Study Agreement shall commit Customer to pay AEP the actual cost to complete the study and to make an advance deposit equal to the expected study cost or \$25,000, whichever is less.

If Customer fails to return an executed System Study Agreement within thirty (30) days of receipt along with the required deposit, AEP shall deem the study request to be withdrawn. Customer may withdraw its study request at any time by written notice of such withdrawal to AEP. AEP shall complete the study and issue an Expedited System Study report to the Customer within sixty (60) days after receipt of an executed Expedited Study Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

2.2.5 Modifications to Study Request: During the course of a SIS, FS, or System Study, either Customer or AEP may identify desirable changes in the planned facilities that may improve the costs and/or benefits (including reliability) of the planned facilities. To the extent the revised plan, and study schedule, are acceptable to both AEP and Customer, such acceptance not to be unreasonably withheld; AEP shall proceed with any necessary restudy. Any additional studies resulting from such modification shall be done at Customer's cost.

- 2.3 **Engineering, Design and Construction of New Facilities**: If, pursuant to a request by Customer, AEP agrees to provide engineering, design and construction of facilities described in the final study report, a facilities agreement ("Facilities Agreement") shall be signed by Customer and AEP specifying the terms and conditions. Following the signing of the Facilities Agreement, the receipt of any outstanding technical information, deposit or instrument or showing that Customer meets the financial creditworthiness requirements of the AEP Tariff, Section 11 ("Creditworthiness"), AEP will proceed with the engineering, design and procurement activities to construct, reconfigure, upgrade, replace or retire such local delivery or other facilities. Each such Facilities Agreement will be incorporated in this Agreement, initially as an attachment hereto, and after project completion through inclusion in Attachment 1 to the MPPA Billing Agent Agreement.

2.4 **Cost Recovery Protection**:

Pursuant to this Agreement, AEP and Customer will cooperate regarding the planning, provision and utilization of transmission and local delivery facilities needed to reliably deliver power and energy to Customer's loads connected to AEP's facilities. As such, AEP may be required to construct or otherwise expand transmission and local delivery facilities, predicated upon Customer's planned use of such facilities, including the Customer's planned use of external and internal generating capacity. If the Customer alters its use of transmission and/or local delivery service facilities, through the transfer of load to the system of another service provider, AEP shall be entitled to compensation for "Stranded Costs" to the extent such load transfer causes AEP's revenues to be reduced. Any such claim for Stranded Costs by AEP shall be net of the present value of any incremental transmission revenue that AEP will receive by providing transmission or local delivery service to other customers using the transmission or local delivery capacity freed up by Customer's load change. AEP will file to recover any Stranded Costs to which it is entitled under this Section 2.4 under Section 205 of the Federal Power Act.

- 2.5 **In-Line Facilities**: Unless AEP decides to permit otherwise, AEP reserves the right to operate, maintain, and own facilities, including but not limited to those identified in the subsections below, that are required to be installed in-line with AEP's facilities and that may affect the continuity and reliability of AEP facilities that provide or protect service to other customers.

2.5.1 In-Line Facilities: Except as provided by subsection 2.5.3 below, In-Line Facilities include items such as switches, conductors and associated equipment (including support structures for such facilities) that are operated in-line with the AEP transmission system and are necessary to establish or expand a delivery point under this Agreement. Where AEP owns, operates, and maintains the facilities, the costs associated with such in-line

and associated facilities will be “rolled-in” to PJM’s rates for transmission service in the applicable Tariff.

2.5.2 In-Line Facility Design: Where AEP owns, operates, and maintains delivery point In-Line Facilities to be rolled-in to the AEP zonal transmission rates charged by PJM, the facilities shall be designed and installed in accordance with the then applicable transmission system standards for both AEP (and its affiliates) and AEP’s non-affiliate customers. If Customer requests In-Line Facilities different from those required by the AEP transmission system standards, Customer will be required to pay the incremental installed cost, if any, of those facilities above the cost of the facilities that would have been required by the AEP transmission system standards, including taxes applicable on CIAC. All In-Line Facilities shall provide at least the capacity and system protective capabilities of those required by the AEP transmission system standards.

2.5.3 Two-Way Supply Transmission Facilities (This section does not apply to facilities solely dedicated for distribution purposes.): As of the original effective date of this Agreement, the Customer’s existing station(s) located in-line with AEP’s transmission system (two-way supply), all in-line station equipment, including bus work, breakers and other facilities, located in Customer station, may continue to be owned by Customer and constructed to transmission system standards mutually agreeable to both Parties. Unless mutually agreed, AEP shall retain operational control, and any access of such two-way supply facilities required by AEP shall be provided via Customer escort. Costs of owning, operating, and maintaining the two-way supply facilities shall be Customer responsibility. For stations built after the original effective date of this Agreement and that are owned by Customer (as permitted by Section 2.5), Customer shall retain operational control and any AEP access to such two-way supply facilities will be provided via Customer escort. Costs of owning, operating, and maintaining such newly built two-way supply facilities shall also be Customer’s responsibility.

2.5.4 Load-Side Facilities: Unless otherwise mutually agreed (e.g., AEP “rolls-in” the facilities into AEP’s zonal transmission rate charged by PJM in the applicable Tariff), all tap lines and distribution substations and other facilities on Customer side of the delivery point (other than metering), not located in-line with the AEP transmission system, shall be provided, operated and maintained by Customer, and the cost thereof shall be the responsibility of Customer.

2.5.5 Meters and Related Facilities: I&M shall be entitled to compensation from Customer (to the extent not paid by MPPA under the MPPA Billing Agent Agreement) for any and all meter-related costs to provide such power flow measurement services as are necessary under this Agreement and the applicable Tariff. Monthly charges for meter-related services will be specified in Attachment 1 to the MPPA Billing Agent Agreement, and may include, without limitation, costs for owning, operating and maintaining metering and associated equipment, meter reading, data acquisition, telephone equipment and services, data translation, data storage, data handling, and other necessary or agreed services.

2.5.6 Single-Owner Design Basis: The location and design of the new Customer delivery point(s) shall be determined based upon a hypothetical single owner concept, i.e., as if the AEP transmission system and the applicable Customer facilities were all owned by either AEP or Customer, but not both.

Accordingly, the “single owner” solution shall be based upon the lowest aggregate construction cost to Customer and AEP collectively, without regard to the cost allocation principles set forth in this Agreement, but consistent with the AEP transmission system standards and Good Utility Practice. AEP and Customer shall mutually agree upon the location and design of new Customer delivery points consistent with the single owner concept.

2.5.7 System Upgrades: System upgrades on the AEP transmission system necessary as a result of a Customer delivery point request shall be constructed, owned, operated and maintained by AEP, and the cost thereof shall be rolled into AEP’s zonal transmission rate charged by PJM, or otherwise recovered in transmission rates pursuant to the PJM Tariff.

- 2.6 **Connection Guide**: The requirements for connection of non-generating facilities to the AEP transmission system are contained in the AEP document “Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System,” referred to herein as the “Connection Guide.” A copy of this document can be obtained from AEP Transmission Planning.

Article 3. **Local Delivery Services**

- 3.1 **Measurement of Load at Each Delivery Point**: Customer’s load, kW, kWh and kVAr at each Delivery Point shall be measured at least on an hourly integrated basis, by suitable revenue grade metering equipment. For all settlement purposes, the measurements taken and the required metering equipment under this Agreement, the AEP Tariff, and the PJM Tariff and in accordance with the AEP standards and practices are contained in the Connection Guide. At Delivery Points where power may flow to and from Customer, separate measurements shall be obtained for each direction of flow. Any necessary metered data shall be made available with such frequency and at such times as may be required by I&M or PJM in suitable electronic format. If I&M, PJM, or Customer requires real-time load or facility status information from any Delivery Point, the other Party shall cooperate, to the extent necessary, in order that such monitoring and telecommunications equipment, as shall be needed for such purpose may be installed and maintained during normal business hours common to I&M and Customer. Behind the Delivery Point meter generation data shall be provided in accordance with Section 4.4. Such data shall be supplied in Microsoft Excel format and by e-mail. Attachment 1 to the MPPA Billing Agent Agreement shall set forth the metering and meter data processing services, and Customer shall compensate AEP for any such charges not paid by MPPA.
- 3.2 **Compensation for Local Delivery Services**: MPPA or Customer shall, to the extent consistent with Federal Energy Regulatory Commission Policy, reimburse AEP its costs associated with new and existing facilities, not otherwise recovered through the

transmission charges under the PJM Tariff, through monthly charges agreed to by the Parties for which charges shall be specified in Attachment 1 to the MPPA Billing Agent Agreement. The Parties shall mutually agree upon the provision and cost of providing such local delivery (distribution) facilities as may be necessary to maintain reliable service to the Delivery Points; if agreement cannot be reached, AEP may unilaterally file a proposed rate for such service with FERC, which MPPA and Customer may protest.

- 3.3 **Local Reactive Power Services:** Load power factor charges will be assessed to Customer pursuant to the following Delivery Point power factor clause based on the hourly kW and kVAr demand metered at the Delivery Points as follows:

The maximum hourly reactive power (kVAr) demand, both leading and lagging, will be measured each month at each Delivery Point. When multiple Delivery Points are operated as closed loops, the real and reactive power measurements will be combined for the purpose of this provision. Customer will incur no charges for power factor if the maximum leading and lagging kVAr demand at each Delivery Point is managed so as not to exceed 20% of the real power (kW) demand in the same hourly intervals. Charges will be assessed for leading and/or lagging kVAr demand at each Delivery Point if the maximum hourly value of such demand exceeds 20% of the kW demand in the same interval. The charges will be \$0.30/kVAr for all leading and/or lagging kVAr demand in excess of 20% of the corresponding kW demand, provided; however, that when the kVAr demand exceeds 50% of the kW demand, the charge will be \$0.50/kVAr, for all kVAr, leading and/or lagging, in excess of 20% of the corresponding kW demand.

- 3.4 **Losses:** Customer's load shall be adjusted, for settlement purposes, to include AEP Zone transmission and distribution losses, as applicable. Presently, the FERC approved transmission loss factor for the AEP Zone is 3.3% of energy received by AEP for transmission to Customer's Delivery Points (3.413% of delivered energy). Distribution losses shall be assessed, where applicable, at the rates as specified in Attachment 1 to the MPPA Billing Agent Agreement. To the extent Customer's load at any Delivery Point is supplied from behind the meter generation, losses shall be assessed only for the net load delivered to such Delivery Points by AEP.

- 3.5 **Operational Access and Control:** Unless otherwise specifically agreed, AEP shall have the right to enter upon, test, operate, and control the facilities covered by this Agreement that are owned by AEP. Customer shall have the right to enter upon, test, operate, replace and control the facilities covered by this Agreement that are owned by Customer. In the event any AEP-owned facilities are located inside a Customer owned site fence, Customer will provide escorted access to AEP upon request by AEP with reasonable advance notice under the circumstances. In the event any Customer-owned facilities are located inside an AEP owned site fence, AEP will provide escorted access to Customer upon request by Customer with reasonable advance notice under the circumstances. Access by AEP or Customer on the other's premises shall be during regular business hours unless the circumstances otherwise require. The right to test, operate, and control said facilities includes but is not limited to the power to direct the opening and closing of switches for construction, operation, testing, maintenance, and other relevant purposes.

All meters and test switches, as provided by AEP, shall be sealed and the seals shall be broken only when the meters are to be tested, adjusted or replaced by AEP. The other Party shall be provided as much advance notice as is practicable in the circumstances when the facilities of that Party are to be entered or the seals of any meter are to be broken, and such Party shall be afforded the opportunity to be present during such test, adjustment, repair, or replacement.

- 3.6 **Administrative Committee:** AEP and Customer shall each appoint a member and at least one alternate to an Administrative Committee, and so notify the other Party of such appointment(s) in writing. Such appointment(s) may be changed at any time by similar notice. Each member and alternate shall be a responsible person familiar with the day-to-day operations of their respective system. Generally, this would mean that the Administrative Committee representative(s) will be employees AEP and Customer, or entities represented by Customer; however, the representative(s) may be accompanied by other experts, appropriate to the matters to be considered. The Administrative Committee shall represent AEP and Customer in all matters arising under this Agreement and which may be delegated to it by mutual agreement of the Parties hereto.

3.6.1 **Principal Duties:** The principal duties of the Administrative Committee shall be as follows:

3.6.1.1 To establish operating, scheduling and control procedures as needed to meet the requirements of coordinated operation, this Agreement and any requirements of the Transmission Provider;

3.6.1.2 To address issues arising out of accounting and billing procedures;

3.6.1.3 To coordinate regarding the changing service requirements of Customer and the course of action the Parties will pursue to meet such requirements;

3.6.1.4 To coordinate regarding facility construction and maintenance as appropriate, and to the extent agreed by the Parties; and

3.6.1.5 To perform such other duties as may be specifically identified in, or required for the proper function of this Agreement.

3.6.2 **Limited Authority:** The Administrative Committee shall have no authority to alter or amend this Agreement. All amendments to this Agreement shall be in writing and duly approved and executed by each Party.

3.6.2 **Administrative Committee Meetings:** The Administrative Committee shall meet or otherwise conference, at the request of either Party, upon reasonable notice, and each Party may place items on the meeting agenda. All proceedings of the Administrative Committee shall be conducted by its members taking into account the exercise of Good Utility Practice. If the Administrative Committee is unable to agree on any matter coming under its jurisdiction, that matter shall be resolved pursuant to section 12.0 of the AEP Tariff, or otherwise, as mutually agreed by Customer and AEP.

Article 4.
Customer's Load, Capacity and Other Obligations to the RTO

Each Load Serving Entity ("LSE"), as that term is used by the PJM RTO, is responsible for complying with all RTO requirements. Unless otherwise agreed, AEP shall have only such responsibilities to assist Customer in meeting its obligations to the RTO, as shall be required pursuant to the PJM Tariff and this Agreement. AEP shall cooperate with PJM and Customer (or Customer's designee Scheduling Agent) to the extent necessary and appropriate to ensure that data is available to PJM for Customer's hourly energy assignment, and peak load contributions for use in calculating transmission charges and generation capacity obligations as discussed below. AEP will also provide Customer the information provided to PJM annually under sections 4.1 and 4.2. Customer may also arrange to receive the information provided to PJM on a daily basis pursuant to Section 4.3 and 4.4, as applicable, provided Customer and AEP agree as to the terms and fees for such service.

- 4.1 **Network Service Peak Load ("NSPL") Determinations:** AEP shall provide to PJM each year in December, the NSPL of each LSE within the AEP Zone in the hour of the PJM peak load (1CP) for the twelve (12) consecutive months ending on October 31 of the year prior to the calendar year during which the NSPL will be used. AEP shall provide to Customer its NSPL when providing it to PJM. NSPL ratio share shall be used by PJM as the transmission service billing determinant for transmission service charges and annual FTR allocations. If the basis of NSPL and FTR allocation determinations is changed by PJM, AEP shall cooperate with PJM and Customer to the extent necessary and appropriate to make available such data as is needed.
- 4.2 **Peak Load Contribution ("PLC"):** AEP shall provide to PJM the PLC of each LSE in the AEP Zone on a forecasted annual and on a day-ahead basis for the purpose of calculating the LSE's capacity obligation to serve its load. AEP shall provide to Customer its PLC on a forecasted annual basis when providing it to PJM. Each year PJM will inform AEP of the day and hour of the five highest PJM unrestricted daily peaks ("5CP") for the twelve months ending October 31 of such year. AEP will then determine each LSE's contribution to the 5CP loads of the AEP Zone. This load ratio will be applied to the forecasted AEP Zone load, adjusted for weather normalization and forecasted load growth, to determine each LSE's PLC. PJM will utilize this information in the development of each LSE's capacity obligation. If the basis used by PJM for PLC and relative determinations of Customer load obligations is changed by PJM, AEP shall cooperate with PJM and the customer to the extent necessary and appropriate to make available such data as is needed.
- 4.3 **Hourly Energy Requirements:** AEP will also provide to PJM each working day, via PJM's InSchedule system, the initial hourly energy assignment (load plus losses) for each LSE in the AEP Zone. This data will generally be supplied by 5:00 PM eastern prevailing time ("EPT") on Monday for the prior Friday, Saturday and Sunday and by 1:00 PM EPT Tuesday through Friday for the prior weekday. PJM will use this data to calculate each LSE's capacity obligation for each hour for the next day. Unless PJM has recognized a transfer of load obligation from or to Customer (LSE) to or from another Customer (LSE), the capacity obligation will not change daily. Within two months of the end of each settlement month, AEP shall validate the LSE's hourly load and submit the changes via the

InSchedule system, as appropriate, for PJM to resettle the respective LSE's account. If the basis used by PJM to receive hourly energy assignments for the LSE, or to calculate each LSE capacity obligation for each hour for the next day, is changed by PJM, AEP shall cooperate with PJM and Customer to the extent necessary and appropriate to make available such data as needed.

4.4 **Behind the Delivery Point Meter Generation:**

AEP shall cooperate with PJM and parties operating generators (including electric storage facilities) connected behind the delivery point meter, such that PJM will receive such generator output meter information it requires for the following two categories of generators behind the Customer's delivery point meters within the AEP Zone:

4.4.1 **Generators that do not participate in the PJM Markets:** The generating party shall comply with any applicable PJM generator requirements for generators that do not participate in the PJM Markets. Customer shall ensure that generators that do not participate in the PJM Markets do not flow power onto the AEP system.

4.4.2 **Generators that participate in the PJM Markets:** The generating party shall comply with the PJM interconnected generator data requirements for the generators that participate in the PJM Markets which requires entering into a Wholesale Market Participant Agreement. Customer shall provide AEP a copy of any Wholesale Market Participant Agreement among PJM, generating party, and Customer's customer.

4.5 **Post Settlement of PJM Inadvertent Energy Allocation:** PJM will dispatch generators for supplying inadvertent energy payback to the Eastern Interconnection and recover such costs from the PJM region-wide load. The summation of hourly inadvertent energy (total monthly) charges assigned by PJM to the AEP Zone each month will be allocated to each LSE in the AEP Zone in proportion to the LSE's NSPL or by such other method as the FERC approves.

4.6 **LMP Node/Zone Aggregator:** LSEs in PJM may choose to have PJM use the zonal average load weighted LMP used as the basis for energy delivery pricing or request a specific load bus aggregate prior to the annual FTR allocation processes. It is the responsibility of the LSE to contact PJM in a timely manner if a specific load aggregation is desired. PJM may in turn request AEP to work with the LSE to determine the appropriate configuration of the load bus aggregate. AEP will cooperate with Customer in order to derive an LMP load bus aggregate, using existing transmission planning case studies to determine the percent of the load at each load bus that is served by the LSE; If AEP determines that existing studies are not sufficient and additional study development is needed to satisfy Customer's request, Customer may be asked to execute a study agreement and reimburse AEP for the study-related costs. The LSE may provide such data to PJM and, based on results from PJM, the LSE will choose whether to utilize the aggregate or the AEP zonal weighted average LMP price.

Article 5.

General

- 5.1 **Billing, Payments, and Disputes:** As a convenience, and so long as PJM offers such accommodations, monthly charges for Delivery Point power factor, distribution services, meter and related meter reading and data processing services as specified in Attachment 1 to the MPPA Billing Agent Agreement will be included, to the extent feasible, in the monthly transmission service invoice issued by the RTO.

Unless otherwise agreed between the Parties in an applicable facilities agreement or other agreement, AEP shall invoice Customer and Customer shall reimburse AEP for any costs associated with any facility construction, operation, maintenance, or repair provided under this Agreement, that is not rolled into AEP's zonal transmission rate charged by PJM or that is not billed under Attachment 1 to the MPPA Billing Agent Agreement in accordance with the AEP Tariff, Section 7 ("Billing and Payment"). Any disputes as to such invoices shall be resolved pursuant to the provisions in Section 12 of the PJM Tariff.

To the extent costs identified in Attachment 1 to the MPPA Billing Agent Agreement and invoiced to MPPA (i) remain unpaid thirty-five (35) days after the invoice date and (ii) are not subject to an ongoing dispute under the MPPA Billing Agent Agreement, AEP shall invoice Customer and Customer shall promptly pay the outstanding balances, including interest calculated under the AEP Tariff. Customer acknowledges and agrees that MPPA is authorized to address disputes related to costs related to Customer facilities under the MPPA Billing Agent Agreement, including by waiving, settling, or resolving disputes, and any dispute between Customer and MPPA regarding MPPA's performance under the MPPA Billing Agreement will be resolved by Customer and MPPA and will not affect Customer responsibility for costs billed by AEP under this Section 5.1.

- 5.2 **Taxes on Contributions in Aid of Construction:** When Customer funds the construction of AEP-owned facilities pursuant to a contribution in-aid of construction ("CIAC"), the Customer also shall reimburse AEP for the tax effect of such CIAC (a "Tax Effect Recovery Factor" or "TERF"), where such payment is considered taxable income and subject to income tax under the Internal Revenue Service (IRS) and/or a state department of revenue (State) requirements. The TERF shall be computed consistent with the methodology set forth in Ozark Gas Transmission Corp., 56 FERC ¶ 61,349 as reflected in the following formula:
$$\text{TERF} = (\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$$
. The Present Value Depreciation Amount shall be computed by discounting AEP's anticipated tax depreciation deductions with respect to the constructed property by AEP's current weighted average cost of capital. If, based on current law, AEP determines such contribution by Customer shall not be taxable, AEP will not charge a TERF; however, in the event that such contribution is later determined by the IRS or state tax authority to be taxable, Customer shall reimburse AEP, including any interest and penalty charged to AEP by the IRS and/or state. Such reimbursement is due within 30 days of the date upon which AEP notifies Customer of such determination.

5.3 Indemnification; Limitation on Liability; Several Liability of I&M and IMTCO:

5.3.1 Indemnification: To the extent permitted by applicable law, each Party (an “Indemnifying Party”) shall indemnify, defend (subject to subsection 5.3.2), and hold harmless the other Party and the other Party’s affiliates, and its or their respective directors, officers, employees, agents and subcontractors (each an “Indemnified Person”) from and against any and all third party liabilities, losses, costs, expenses, suits, actions, claims, demands and other obligations arising out of, in connection with, or resulting from the Indemnifying Party’s (a) performance or non-performance of its obligations under this Agreement or (b) negligence, gross negligence or willful misconduct in owning or operating the facilities that are subject to this Agreement (each a “Loss”), together with reasonable attorney fees and other costs and expenses of defense. The foregoing indemnification obligation shall not apply to Losses to the extent resulting from the negligence, gross negligence, intentional wrongdoing or willful misconduct by the Indemnified Person or its directors, officers, employees, agents or subcontractors. If any Loss is caused by the joint or concurrent actions, omissions, negligence, gross negligence or willful misconduct of the Parties or their affiliates (or their respective directors, officers, employees, agents, or subcontractors), the Parties will bear the Loss in proportion to their or their affiliates’ (or their respective directors’, officers’, employees’, agents’ or subcontractors’) degree of responsibility for the Loss. Further, to the extent that a Party’s immunity as a complying employer, under the worker’s compensation and occupational disease laws of the state where the work is performed, might serve to bar or affect recovery under or enforcement of the indemnification otherwise granted herein, each Party agrees to waive such immunity.

5.3.2 Indemnification Procedure. Promptly after receipt by an Indemnified Person of any claim, demand or notice of the commencement of any suit, action, administrative or legal proceeding, or investigation as to which the indemnity provided for in this Section 5.3 may apply (each an “Indemnified Claim”), the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect an Indemnifying Party’s indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party will have the right to control the defense and settlement of such Indemnified Claim with counsel reasonably acceptable to the Indemnified Person; provided that (i) the Indemnified Person may retain counsel at its expense to assist in the defense and settlement of such Indemnified Claim, and (ii) the Indemnifying Party shall not settle or make a plea with respect to any Indemnified Claim without the Indemnified Person’s prior written consent. If an Indemnified Person is entitled to indemnification under this Section 5.3 as a result of an Indemnified Claim, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Section 5.3, to assume the defense of such Indemnified Claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such Indemnified Claim; provided, however, that the Indemnified Party may only agree to a settlement or entry that involves payment and may not agree to a settlement or entry that affects the operations of the Indemnifying Party.

5.3.3 LIMITATIONS OF LIABILITY: NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT AS SET FORTH BELOW IN THIS

SUBSECTION 5.3.3, NEITHER PARTY SHALL BE LIABLE UNDER ANY PROVISION OF, OR BASED ON, THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, LOSS OF BUSINESS, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, OR DAMAGE TO REPUTATION OR RELATIONS) WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. HOWEVER, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT A PARTY HAS AN OBLIGATION OF INDEMNIFICATION FOR SUCH DAMAGES TO AN INDEMNIFIED PERSON UNDER SECTION 5.3.1 OF THIS AGREEMENT OR AS PROVIDED IN THE PJM TARIFF.

5.3.4 Liability of I&M and IMTCO: I&M and IMTCO are severally, and not jointly, liable for their respective obligations under this Agreement.

5.4 **Effective Date and Term of Agreement:**

5.4.1 Effective Date: This Agreement shall become effective and shall become a binding obligation of the Parties on the date ("Effective Date") on which this Agreement has been made effective by order of the Commission under the Federal Power Act. However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitations or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by AEP or Customer to be adverse to it, then AEP and Customer promptly renegotiate the terms of this Agreement in light of such Commission or court action. Each Party shall use its best efforts to take or cause to be taken all action requisite to the end that this Agreement shall become effective as provided herein at the earliest practicable date.

5.4.2 Term: The initial term of this Agreement shall continue for one year after the Effective Date of the Agreement. Thereafter, this Agreement shall automatically renew for successive terms of one year each unless either Party elects to terminate the Agreement by providing written notice of termination to the other Party at least ninety (90) days prior to the start of any renewal term.

5.5 **Regulatory Authorities**: This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises. Nothing contained in this Agreement shall be construed as affecting in any way the right of a Party, as the case may be, to unilaterally file with the Federal Energy Regulatory Commission an application for a change in rates, charges, classification, service or any rule, regulation or contract relating thereto under Section 205 or 206 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

- 5.6 **Governing Law:** The interpretation, enforcement and performance of this Agreement shall be governed by federal law where applicable, and when not in conflict with or preempted by federal law, the laws of the State of Michigan, without regard to the laws of such jurisdiction applicable to conflict of laws.
- 5.7 **Full Agreement:** It is mutually understood and agreed that this Agreement contains the entire understanding between the Parties, that there are no oral, written, implied or other understandings or agreements with respect to the work covered hereunder.
- 5.8 **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and/or assigns. However, neither Party shall assign, transfer or sublet any of the rights hereby granted without the prior written consent of the other Party. Notwithstanding the foregoing, AEP may without the prior consent of Customer assign this Agreement to any of its affiliates or to any transmission joint venture of which it is then a member, and Customer may assign its rights under this Agreement to its lenders for collateral security purposes or its affiliates without AEP prior consent; provided, however, in either event, the assigning Party shall promptly provide written notice to the other Party of such assignment. No assignment of this Agreement shall relieve the assignor of any obligation, duty or liability arising hereunder prior to such assignment, and in the event of an assignment by Customer to its lender, an assignment shall not relieve Customer of any obligation, duty or liability arising before or after such assignment. Neither Party's obligations shall be enlarged, in whole or in part, by reason of an assignment of this Agreement.
- 5.9 **Multiple Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Article 6.

Notices

- 6.1 Any notice or other communication required or permitted by this Agreement may be given by personal delivery, by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. certified or registered mail, return receipt requested, addressed to PJM or the Party entitled thereto, at:

If to AEP:	American Electric Power Service Corporation Attn: Robert Pennybaker, Director, System Interconnections 212 E 6th St. – 4th Floor Tulsa, OK 74119 Email: rlpennybaker@aep.com
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Copy to:
John W. Seidensticker, Senior Counsel
American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215
Email: jwseidensticker@aep.com

If to Customer: City of Sturgis, Michigan
Attn: Electrical Department Superintendent
130 North Nottawa Street
Sturgis, Michigan 49091
Email: jgriffith@sturgismi.org

- 6.2 The above names and addresses of any Party may be changed at any time by notice to the other Party.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

City of Sturgis, Michigan

By: _____
Name: John Griffith
Title: Electric Department Superintendent

American Electric Power Service Corporation,
as agent for Indiana Michigan Power Company
and AEP Indiana Michigan Transmission
Company, Inc.

By: _____
Name: Robert W. Bradish
Title: Vice President – Transmission Planning &
Engineering

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 27, 2014 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: City of Sturgis E. Jerolene Street & Utilities Improvements - RPR and CM
- B. Background/Description: The City of Sturgis opened bids for the E. Jerolene Utilities and Road Improvements projects on May 22nd, 2020. The City is expected to award the contract to the recommended bidder. Construction of the project is expected to last 16 weeks.

This task order is for construction phase professional services for the City of Sturgis E. Jerolene Utilities and Road Improvements -

- C. Number of Construction Contracts:
The project is anticipated to be constructed under one (1) construction contract.
- D. Work Scope:

CONSTRUCTION PHASE

1. Perform construction staking for the contractor's placement of proposed improvements. Our budget includes seven (7) site visit to perform construction staking.
2. Provide project administration and engineering consultation throughout the construction period, including:
 - Schedule and attend preconstruction meeting with the Contractor and City staff. Prepare and distribute meeting minutes.
 - Schedule and attend progress meetings with the Contractor and City staff. Prepare and distribute meeting minutes. We have budgeted four (4) progress meetings during construction.
 - Review contractor pay estimates and recommend to City for payment.
 - Prepare contract modifications, if necessary, and submit recommendation to City for authorization.
 - Maintain project files on behalf of the City.
3. Provide on-site observation during construction. Our budget includes 50 hours per week for 16 weeks for on-site inspection. The inspector's duties shall also include:
 - Provide record keeping of construction activities.
 - Address complaints filed with the City.
 - Provide on-site compaction testing of trench backfill, sand subbase and aggregate base, density testing of HMA paving and on-site testing of concrete.
4. Coordinate off-site materials testing. We propose to have these testing costs billed directly to the City by the testing laboratory.

5. Conduct a final review meeting on-site with the Contractor and City staff to review the completed work. Prepare a final punch list of remaining work items. Provide follow-up observation and verify that the punch list items have been completed.

2. Services of Engineer

The work scope is to provide project administration on observation professional services. The following paragraphs from Exhibit A of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, are incorporated by reference, along with a brief summary:

A1.05 – Construction Phase, include the following paragraphs;

A.1

A.2 – RPR services based on time indicated in work scope. Site time for RPR services to be determined based on contractor operations.

A.3

A.4

A.5

A.6

A.7– Eight (8) visits to the site during construction by Engineer.

A.8

A.9

A.10

A.11

A.12

A.13– Onsite testing of trench backfill, sand subbase of aggregate density, asphalt density, and concrete field tests.

A.14

A.15

A.16

A.17

A.18

A.19

B.

A1.06 – Commission Phase

A.5 – Submit Water Main locations via GIS shape files, paper set and electronic set (PDF) of as-recorded documents

A2.01 – Other Services

A.5 – Construction Staking for proposed improvements.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

The term of the Agreement, as identified in Article 3.01.A of the Agreement, shall be extended to five years. The times for rendering services are as follows.

<u>Phase</u>	<u>Proposed Completion Date</u>
<u>RPR Phase</u>	<u>November 15, 2020</u>
<u>Construction Admin Phase</u>	<u>June 1, 2021</u>
<u>Commissioning Phase</u>	<u>June 1, 2021</u>

5. Payments to Engineer

A. Owner shall pay Engineer for Services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
<i>Construction Phase Services</i>	<i>Standard Hourly Rates</i>	<i>\$168,000.00</i>
<i>TOTAL FEES =</i>		<i>\$168,000.00</i>

*Our fee does not include offsite materials testing services. We recommend that the City budget an additional \$7,500 for offsite materials testing such as aggregate gradations, concrete cylinder breaks and HMA laboratory testing.

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

None.

7. Other Modifications to Master Agreement:

None.

8. Attachments:

None

9. Documents Incorporated by Reference:

None.

10. Terms and Conditions:

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is June 1, 2020

OWNER
City of Sturgis

ENGINEER
Fleis & VandenBrink Engineering, Inc.



5.18.2020

Signature _____ Date _____

Signature _____ Date _____

Michael Hughes
Name

David Bluhm, P.E.
Name

City Manager
Title

Division Manager
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Barry Cox, P.E.
Name

Matt Johnson, P. E.
Name

City Engineer
Title

Project Manager
Title

130 N. Nottawa
Address

4798 Campus Drive, Kalamazoo Mi, 49008
Address

bcox@sturgismi.gov
E-Mail Address

mjohnson@fveng.com
E-Mail Address

(269) 659-7249
Phone

(269) 532-7396
Phone

(269) 659-7295
Fax

(269) 382-6972
Fax

Sturgis Purchase Order No.: _____

F&V Vendor No.: 00776

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E

City of Sturgis Appointed Boards/Commissions Application

Name: ASHLEY LYNNE ~~VAUGHN~~ BRAZO
 (First) (Middle) (Last)
 Address: 24951 Fawn River Rd Sturgis 49091 E-Mail: vaughn1.ashley@gmail.com
 (Street) (City) (Zip)
 Are you a city resident? NO Home Phone: 269.651.1300
 Occupation: Commercial Properties Mgr Work Phone: _____
 Employment: Heritage Financial Group
 (Name of Employer)
120 W. Lexington Ave EVANSTON, IN 46514
 (Street) (City) (Zip)

Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):

9+ years of commercial/redevelopment experience. Served on the
Downtown Kalamazoo Business recruitment and retention committee
in 2017/2018, prior to my move to Sturgis. No previous board experience.

Reasons for seeking appointment (Areas of interest, goals, etc.):

Dedicated to contributing to the growth of the city / work in and
want to use my professional skills to help improve the city of Sturgis.
I work entirely in the commercial property/redevelopment realm.

Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? NO If yes, please explain.

References (Non-family, these may be personal or professional):

Elizabeth Wright 7355 Dunross Dr. Portage, MI 269.217.5242
 (Name) (Address) (Phone)
Tam Belcher 3056 Baseline Rd Gobus, MI 269.998.1930
 (Name) (Address) (Phone)

Signature: Ashley Brazo Date: 8/14/19

Please acknowledge that you have read the attached Boards/Commissions Policy. Yes X No _____

Choose any boards/commissions that you are interested in, numbering them in order of preference, 1 being the most preferred.

- ☐ Airport Advisory Board
- ☐ Auditorium Board
- ☐ Board of Review
- ☐ Cemetery and Parks Board
- ☐ Construction Board of Appeals
- ☐ District Library Board
- ☒ 1 Downtown Development Authority Board of Directors
- ☐ Doyle and Recreation Advisory Board
- ☒ 2 Economic Development Corporation & B.R.A.
- ☐ Elected Officials Compensation Commission
- ☐ Election Commission

- ☐ Employees' Retirement System
- ☐ Health Facilities & Hospital Finance Authority
- ☐ Housing Project Review Committee
- ☐ Planning Commission
- ☐ Recycling Committee
- ☐ Retiree Insurance Committee
- ☐ Sister City Committee
- ☐ Sturgis Housing Commission
- ☐ Zoning Board of Appeals

Note: Applications will be held on file for one year only.

Please return to: CITY CLERK'S OFFICE, 130 N. NOTTAWA STREET, STURGIS, MI 49091, (269) 651-2321

City of Sturgis Appointed Boards/Commissions Application

Name:	Keith	Jeffery	Fisher
	(First)	(Middle)	(Last)
Address:	414 Cherry St.	Sturgis, MI	49091
	(Street)	(City)	(Zip)
E-Mail:	fisherjkeith@gmail.com		
Are you a city resident?	Yes		Home Phone: (269) 625-3761
Occupation:	Federal Compliance Engineer		Work Phone: (574) 825-8272
Employment:	Forest River, Inc.		
	(Name of Employer)		
	900 County RD. 1	Elkhart, Indiana	46514
	(Street)	(City)	(Zip)

Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):

As an Engineer, utilizing ideas from different sources and combining them into a solution is key when data is aggregate and the thought processes are empirical. As a Team Leader, continious improvement and ensuring the team progresses together are extremely important to me. I posses integrity, honesty and candor, along with team play with trust.

Reasons for seeking appointment (Areas of interest, goals, etc.):

Being part of an organization, which is bigger than myself, is something I desire. To potentially help the Economic Development Corporation and Brownfield Redevelopment of Sturgis set mechanisms for improvements, development, redevelopment then assist in advancing and accomplishing goals set forth.

Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? None. If yes, please explain.

References (Non-family, these may be personal or professional):

Bob and Nancy Wojcechowski (Name)	410 Cherry St., Sturgis, MI 49091 (Address)	(269) 689-9537 (Phone)
Katie Bir (Name)	302 N. Lakeview St., Sturgis, MI 49091 (Address)	(269) 689-5120 (Phone)

Signature: Keith Jeffrey Fisher Date: November 5, 2019

Please acknowledge that you have read the attached Boards/Commissions Policy. Yes X No

Choose any boards/commissions that you are interested in, numbering them in order of preference, 1 being the most preferred.

- ☐ Airport Advisory Board
- ☐ Auditorium Board
- ☐ Board of Review
- ☐ Cemetery and Parks Board
- ☐ Construction Board of Appeals
- ☐ District Library Board
- ☐ Downtown Development Authority Board of Directors
- ☐ Doyle and Recreation Advisory Board
- ☒ 1 Economic Development Corporation & B.R.A.
- ☐ Elected Officials Compensation Commission
- ☐ Election Commission

- ☐ Employees' Retirement System
- ☐ Health Facilities & Hospital Finance Authority
- ☐ Housing Project Review Committee
- ☐ Planning Commission
- ☐ Recycling Committee
- ☐ Retiree Insurance Committee
- ☐ Sister City Committee
- ☐ Sturgis Housing Commission
- ☐ Zoning Board of Appeals

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City of Sturgis Appointed Boards/Commissions Application

Name: EDWARD KNEEL HABEDANK
 (First) (Middle) (Last)
 Address: 67261 Burg Road Sturgis 49091 E-Mail: edwardkh83@gmail.com
 (Street) (City) (Zip)
 Are you a city resident? NO Home Phone: 269-615-5963
 Occupation: Retired Abbott Work Phone: 269-615-5963
 Employment: Abbott
 (Name of Employer)

(Street) (City) (Zip)
 Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):
Doyle Community Center Board

Reasons for seeking appointment (Areas of interest, goals, etc.):
Have Ideas that could possibly help the Doyle Center

Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? NO If yes, please explain.

References (Non-family, these may be personal or professional):

Dave Northrup
 (Name) (Address) (Phone)
Mike Liston
 (Name) (Address) (Phone)

Signature: [Signature] Date: JAN 15 2020

Please acknowledge that you have read the attached Boards/Commissions Policy. Yes ☒ No ☐

Choose any boards/commissions that you are interested in, numbering them in order of preference, 1 being the most preferred.

- | | |
|--|---|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Election Commission |
| <input type="checkbox"/> Auditorium Board | <input type="checkbox"/> Employees' Retirement System |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Health Facilities & Hospital Finance Authority |
| <input type="checkbox"/> Cemetery and Parks Board | <input type="checkbox"/> Housing Project Review Committee |
| <input type="checkbox"/> Construction Board of Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> District Library Board | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Downtown Development Authority Board of Directors | <input type="checkbox"/> Sister City Committee |
| <input checked="" type="checkbox"/> Doyle and Recreation Advisory Board | <input type="checkbox"/> Sturgis Housing Commission |
| <input type="checkbox"/> Economic Development Corporation & B.R.A. | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Elected Officials Compensation Commission | |

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Please return to: CITY CLERK'S OFFICE, 130 N. NOTTAWA STREET, STURGIS, MI 49091, (269) 651-2321

City of Sturgis Appointed Boards/Commissions Application

Name: Lindsay (First) J (Middle) Metzger (Last)
 Address: 101 Cottage (Street) Sturgis (City) MI 49091 (Zip) E-Mail: Lindzmails23@gmail.com
 Are you a city resident? Yes Home Phone: 269-503-9761
 Occupation: Self Work Phone: _____
 Employment: _____
 (Name of Employer)

 (Street) (City) (Zip)
 Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):
I am a very organized, personable person. I am a cert. life coach, a cert. professional organizer and have worked in this community for my adulthood. I believe I would be a great asset
 Reasons for seeking appointment (Areas of interest, goals, etc.):
I have many ideas and goals I would like to see happen with this community. I am very resourceful and I know what I bring to the table will be useful.
 Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? No If yes, please explain.

References (Non-family, these may be personal or professional):

<u>Travis Klinger</u>	<u>Sturgis</u>	<u>520-252-6280</u>
(Name)	(Address)	(Phone)
<u>Dave Gushwa</u>	<u>Sturgis</u>	<u>269-625-4174</u>
(Name)	(Address)	(Phone)

Signature: [Signature] Date: 7-18-19
 Please acknowledge that you have read the attached Boards/Commissions Policy. Yes X No _____

Choose any boards/commissions that you are interested in, numbering them in order of preference, 1 being the most preferred.

- ☐ Airport Advisory Board
- ☒ Auditorium Board
- ☐ Board of Review
- ☐ Cemetery and Parks Board
- ☐ Construction Board of Appeals
- ☐ District Library Board
- ☒ Downtown Development Authority Board of Directors
- ☒ Doyle and Recreation Advisory Board
- ☒ Economic Development Corporation & B.R.A.
- ☐ Elected Officials Compensation Commission

- ☐ Election Commission
- ☐ Employees' Retirement System
- ☐ Health Facilities & Hospital Finance Authority
- ☒ Housing Project Review Committee
- ☒ Planning Commission
- ☐ Recycling Committee
- ☐ Sister City Committee
- ☒ Sturgis Housing Commission
- ☐ Zoning Board of Appeals

Note: Applications will be held on file for one year only.

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City of Sturgis Appointed Boards/Commissions Application

Name: Amy E. York
 (First) (Middle) (Last)

Address: 66110 Evergreen Ct. Sturgis 49091 E-Mail: yorkmercantile@gmail.com
 (Street) (City) (Zip)

Are you a city resident? NO Home Phone: 269-659-6399

Occupation: owner - York Mercantile Work Phone: 269-319-6399

Employment: Self employed for 30 years
 (Name of Employer)

158 W. Chicago Rd. Sturgis 49091
 (Street) (City) (Zip)

Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):

current: Depot Museum fundraising committee past: DSA of Sturgis - 3 years
Depot Museum Gift Shop committee President of Coldwater Newcomers - 6 yrs
co-funder & director of Mother's Connection
coordinator for CEE - 5 yrs - 8 yrs

Reasons for seeking appointment (Areas of interest, goals, etc.):

To help our downtown continue to reach its potential as a destination place.
Utilize strategies for marketing and advertising of downtown to promote
tourism.

Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? NO If yes, please explain.

References (Non-family, these may be personal or professional):

Mrs Linda Korn 269-209-9620
 (Name) (Address) (Phone)

Mrs Nora Vaughn 269-420-3121
 (Name) (Address) (Phone)

Signature: Amy E. York Date: 8/26/19

Please acknowledge that you have read the attached Boards/Commissions Policy. Yes X No

Choose any boards/commissions that you are interested in, numbering them in order of preference, 1 being the most preferred.

- ☐ Airport Advisory Board
- ☐ Auditorium Board
- ☐ Board of Review
- ☐ Cemetery and Parks Board
- ☐ Construction Board of Appeals
- ☐ District Library Board
- ☒ Downtown Development Authority Board of Directors
- ☐ Doyle and Recreation Advisory Board
- ☐ Economic Development Corporation & B.R.A.
- ☐ Elected Officials Compensation Commission
- ☐ Election Commission

- ☐ Employees' Retirement System
- ☐ Health Facilities & Hospital Finance Authority
- ☐ Housing Project Review Committee
- ☐ Planning Commission
- ☐ Recycling Committee
- ☐ Retiree Insurance Committee
- ☐ Sister City Committee
- ☐ Sturgis Housing Commission
- ☐ Zoning Board of Appeals

Note: Applications will be held on file for one year only.

Please return to: CITY CLERK'S OFFICE, 130 N. NOTTAWA STREET, STURGIS, MI 49091, (269) 651-2321

2020 CITY OF STURGIS BOARD AND COMMISSION APPOINTMENTS

BOARD	REAPPOINTMENTS	NEW APPLICANTS	NUMBER OF APPOINTMENTS
AIRPORT ADVISORY BOARD	Martin Hart Stephen Merchant		<i>Two</i> <hr/> <hr/>
AUDITORIUM BOARD	Elizabeth Whitehead Nate Matkin	Lindsay Metzger	<i>Four</i> <hr/> <hr/> <hr/> <hr/>
BOARD OF REVIEW	Sharon Hudson Terry Koehl Vivian Van Nest		<i>Four</i> <hr/> <hr/> <hr/> <hr/>
CONSTRUCTION BOARD OF APPEALS	Frank Kalasky		<i>One</i> <hr/>
DDA BOARD OF DIRECTORS	Cathi Abbs Melvin Camburn Kurt Inman Karen Stimson	Ashley Brazo Amy York	<i>Four</i> <hr/> <hr/> <hr/> <hr/>
DISTRICT LIBRARY BOARD	Mary Beth Brenneman		<i>One</i> <hr/>
DOYLE AND RECREATION ADVISORY BOARD	Terra Draper Ned Haylett John Mikulenas Steve Shevick	Ed Habedank	<i>Five</i> <hr/> <hr/> <hr/> <hr/> <hr/>

2020 CITY OF STURGIS BOARD AND COMMISSION APPOINTMENTS

BOARD	REAPPOINTMENTS	NEW APPLICANTS	NUMBER OF APPOINTMENTS
EDC/BRA BOARD OF DIRECTORS	Dan Arney Don Eaton Gene Harrison	Ashley Brazo Keith Fisher	<i>Three</i> <hr/> <hr/> <hr/>
PARKS AND CEMETERY BOARD	Fran Losinski		<i>Three</i> <hr/> <hr/> <hr/>
PLANNING COMMISSION	Gary Allen Rick Mahler	Lindsay Metzger	<i>Three</i> <hr/> <hr/> <hr/>
SISTER CITY COMMITTEE	Lori Schemmel		<i>Four</i> <hr/> <hr/> <hr/> <hr/>
STURGIS HOUSING COMMISSION	Craig Bolthouse		<i>One</i> <hr/>
ZONING BOARD OF APPEALS	Cathy Knapp		<i>One</i> <hr/>