



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, JUNE 24, 2020
STURGES-YOUNG CENTER FOR THE ARTS
201 N. NOTTAWA ST.

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
 - A. Public Safety Director Geoffrey Smith Commendation – Mayor Hile
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
10. NEW BUSINESS
 - A. Millage Rate Public Hearing – Kenneth Rhodes
 - B. Property Maintenance Policy Updates – William Prichard
 - C. Pleasant Avenue String Lights – Barry Cox
 - D. Vinewood Ave. and Congress St. Task Order – Barry Cox
 - E. Prism Interconnection Bids – John Griffith
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

CONSENT AGENDA

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the June 10, 2020 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$2,089,199.69 as presented.

8C. Vehicle Sale

APPROVE the sale of #602-06, a 2006 Ford F-250 via public auction.

Manager's Report

JUNE 24, 2020



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Michael L. Hughes
City Manager

5. Presentation

A. Public Safety Director Geoffrey Smith Commendation

Mayor Robert Hile

Public Safety Director Geoffrey Smith will presented with the commendation for his life-saving actions as approved by the City Commission at its last meeting.

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for June 24, 2020 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the June 10, 2020 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$2,089,199.69 as presented.

8C. Vehicle Sale

At the January 9, 2019 regular meeting vehicle #602-03, a 2003 Dodge Ram 2500 with plow, was approved for sale via public auction and a newer model was intended to be repurposed to the airport in its place. After further consideration by the Motor Vehicle Committee for use and condition, the newer model was shifted to the mechanic and the Committee would like to request that vehicle #602-06, a 2006 Ford F-250 be authorized for sale via public auction.

Consent Agenda Motion:

APPROVE the sale of #602-06, a 2006 Ford F-250 via public auction.

10. New Business

A. Millage Rate Public Hearing

Staff: Kenneth Rhodes

OPEN PUBLIC HEARING

In order to include the City's millages on 2020 summer tax bills, the City Commission needs to set the City Operating property tax rate by the end of June. A public hearing provides residents with the opportunity to comment on the millage proposed for this year. The City also needs to set the rate for the Streets/Sidewalks Improvement Millage, which was approved by voters in 2013 for 3.0 mils.

In addition, as approved in years past, a 1% tax administration fee is scheduled to be collected on all City tax bills this year. This fee is authorized and recommended by the State to allow communities to recover the costs of tax collection. Any changes regarding this fee would need to take place at this meeting in order to properly calculate tax bills for 2020.

As directed by the City Commission, the Public Hearing was advertised with no increase in the previous millage rate. The City Operating rate was advertised at 10.4623, which is the same as 2019. The City Commission may set the rate at a lower amount after the Public Hearing if they choose; the rate may not be set a higher rate without another Public Hearing. Because of the Headlee rollback rule, the highest millage rate the City may consider is 11.8894, without a vote of the electorate. The Commission will need to set the millage at this meeting.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission SET the 2020 operating millage tax rate at 10.4623 mils and SET the Streets/Sidewalk Improvement Millage tax rate at 3.0 mils.

Staff Recommendation:
SET

10. New Business

B. Property Maintenance Policy Updates

Staff: William Prichard

Included in your packet are proposed changes to the Property Maintenance Program Policy which outlines our procedures for inspection of rental properties in the City. The changes are being proposed to help improve enforcement systems and processes as well as achieve better compliance for rentals.

Below is a summary of key changes to the policy, all of which are redlined in the included draft:

- **Change payment due to “by the next scheduled inspection” versus “within 60 days of the due date” before a late fee. Change timeframe for considering an unregistered rental from 90 days to 60 days.** These changes are proposed to improve payment collection. Currently payment before penalties was delayed, making time-consuming follow-ups happen more often. This proposed change seeks to reduce the need for these follow-ups.
- **Add condition for inspection for property being posted uninhabitable or unsafe.** While always implied in the list of reasons for inspection, adding this makes the need for an inspection in these cases explicit.
- **Change conditions for a property entering Monitored Status from two inspections with a total of 100 or more points to one inspection of 50 or more points.** This change places a problem property into Monitored Status quicker so that issues are more likely to be addressed in the near term and problem properties are monitored sooner. Eliminates cases where a property gets a high number of points on the first inspection (i.e. 85 points) and improves greatly on the second inspection (15 points) only to be put into Monitored Status after improvement has taken place.
- **Change conditions for a property leaving Monitored Status.** Minor change to calculation; condition where it would come into play was rare to non-existent.
- **Add condition where rental unit cannot qualify for Premier Status immediately after leaving Monitored Status.**

- **Elimination of the Good Behavior Credit.** Found to be unnecessary. Those earning the credit were already (and consistently) Premier Properties.
- **Addition of language regarding pest infestations.** Added language to memorialize procedures for handling pests like bedbugs found in rental units before or at an inspection. If found before, and self-reported by the owner, no penalty is assessed but cleanup must be certified. If found at an inspection, inspection is halted, property is placed in Monitored Status and certified cleanup must take place before inspection is continued. An additional inspection fee is charged.
- **Added language regarding Units unable to be inspected when scheduled.** Addresses cases where large complexes have multiple units and one or more are not ready for inspection when scheduled. Institutes re-inspection fees as well as added points for each unit not inspected. Goal is to reduce instances where staff must do several (non-charged) follow-up inspections because units cannot be properly inspected as scheduled.

In addition, staff is asking for consideration of a first reading of an amendment to Appendix B, Fine Schedule related to property maintenance. Staff is proposing the addition of a tiered fine for unregistered rentals of \$100 for a first offense, \$250 for a second offense, and \$500 for a third offense. Unregistered rentals were previously cited as “rental without compliance” with a fine of \$500.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Property Maintenance Program Policy changes as presented.

Staff Recommendation:

APPROVE

Proposed Motion:

Move that the Sturgis City Commission CONSIDER/NOT CONSIDER an amendment to the City Code of Ordinances, Appendix B - Fine Schedule for Municipal Civil Infractions related to the Property Maintenance Program.

Staff Recommendation:

CONSIDER

Information Included in Packet:

1. Property Maintenance Program Policy (Redlined) 06-19-20
2. Amendment to Fine Schedule – Property Maintenance (06-19-20)

10. New Business

C. Pleasant Avenue String Lights

Staff: Barry Cox

During the April 22nd City Commission meeting, staff provided information on a project element for the Pleasant Avenue Reconstruction which was unable to be added to the project as an addendum prior to receiving bids. The design element is the over-the-street string lighting including support poles, support wire, electrical wire, conduit, and string lights. The Engineer's Cost estimate for these elements was \$41,000. The City requested a project bulletin to include in the MDOT project as a City-only cost.

Included in your packet is the cost breakdown for the string light bulletin. Several bulletin items are quantity increases to the original contract items. The remaining are new items, whose cost includes a 5% prime contractor markup. The total cost of the string lighting is \$49,652.75.

If the City Commission approves the String Light bulletin, we recommend the cost be added to the Electric Fund account being used for the Pleasant Avenue Street Reconstruction project. The Electric Fund originally budgeted \$100,000 for this project in FY 2020-2021. If the string lighting is approved, the project would be over budget in the Electric fund by around \$95,000. Despite this overage and moving the project forward into FY 2019-2020, there is enough budgeted in deferred capital projects that a budget amendment is unnecessary.

The string lights are an important design element that emerged from the community-engaged design process, therefore I strongly recommend approval.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Pleasant Avenue String Lighting Bulletin in the amount of forty nine thousand, six hundred, fifty-two dollars and 75 cents (\$49,652.75).

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Pleasant Avenue Bulletin

10. New Business

D. Vinewood Ave. and Congress St. Task Order

Staff: Barry Cox

The City of Sturgis has received an MDOT Small Urban grant in the amount of \$375,000 for 2021 to fund the rehabilitation of Vinewood Avenue and East Congress Street. Task Order #93 is for the preliminary design phase, final design phase, and bidding phase of the project.

It is necessary to begin project design as soon as possible due in part to new requirements MDOT has placed on Local Agency Projects for environmental assessments, appraisals for grading permits on private property, and endangered species. We anticipate having the project ready and approved for early winter MDOT bid letting.

The project is planned and budgeted for in FY 2020-2021.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY Task Order #93 for preliminary design, final design, and bidding services on the Vinewood Avenue and E. Congress Street Project with Fleis and Vandenbrink Engineering, Inc. in the amount of forty-one thousand, seven hundred dollars (\$41,700.00) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Task Order #93

10. New Business

E. Prism Interconnection Bids

Staff: John Griffith

As part of the Electric City Solar Project at the S. Centerville / Bogen Rd. intersection, necessary work includes the upgrade of electric infrastructure to facilitate interconnection between the solar farm and the City's system. While the City is bidding and constructing the project, Electric City Solar will reimburse the City of the cost of interconnection.

Bids packages were sent to seven (7) contractors and the City received one bid. Kent Power, Incorporated was the only respondent. The bid divided the project between work on the distribution system and work on the Southeast Substation. Kent's bid was \$96,877.05 for the distribution work and \$66,524.32 for the substation work, for a total project cost of \$163,401.37.

Power System Engineering (PSE) reviewed the bid. It is PSE's recommendation to award the bid to Kent Power System based on previous City projects and the reasonableness of their proposal.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid of Kent Power, Inc. for electric infrastructure upgrades in the amount of one hundred and sixty-three thousand, four hundred and one dollars and thirty-seven cents (\$163,401.37) as presented.

Staff Recommendation:

APPROVE

Noteworthy Meetings / Events

- MML Webinar | June 8th
- SABEA Board Meeting | June 8th
- Budget Work Session | Sturges-Young | 4:30pm | June 9th
- Bourbon, Bacon, and Blues Meeting | June 10th
- Out of Office | June 11th-12th
- Sturges-Young Center for the Arts Board Meeting | June 18th

Upcoming Events

- Out of Office | June 25th–26th
- Fireworks | Airport | Dusk | July 2nd
- City Offices Closed for 4th of July Holiday | July 3rd

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, JUNE 10, 2020
STURGES-YOUNG CENTER FOR THE ARTS

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

The Pledge of Allegiance was said by all present.

The Invocation was given by Pastor Larry Matro, Trinity Lutheran Church

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

Also present: City Attorney, City Manager, Assistant City Manager, City Controller, Public Safety Director, Deputy Police Chief, Electric Department Superintendent, Facilities Manager, City Clerk

City Manager Michael Hughes provided updates on the COVID-19 situation. Discussion followed.

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

Voting yea: Seven Voting nay: None Absent: Wickey MOTION CARRIED

Moved by Comm. Littman and seconded by Comm. Klinger to approve the Consent Agenda of June 10, 2020 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the May 27, 2020 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$786,420.04 as presented.

8C. Annual PA95 Opt Out

APPROVE the recommendation to opt-out of Public Act 95 of 2013 for the 2020 – 2021 heating season.

8D. Set Millage Rate Public Hearing

SET a Public Hearing for Wednesday, June 24, 2020 at 6:00 p.m. for consideration of the 2020 City Operation millage rate and ADVERTISE the rate at 10.4623.

Voting yea: Seven Voting nay: None Absent: Wickey MOTION CARRIED

Assistant City Manager Andrew Kuk explained that a group has requested the use of Free Church Park for a Juneteenth event. Discussion followed.

Moved by Comm. Mullins and seconded by Comm. Good to approve the use of Free Church Park for the Juneteenth Event on June 19th as presented.

Voting yea: Seven Voting nay: None Absent: Wickey MOTION CARRIED

Electric Department Superintendent John Griffith provided details on the MPPA Hedge Plan changes. Discussion followed.

Moved by Comm. Bir and seconded by Comm. Klinger to approve the Michigan Public Power Agency Member Power Supply Portfolio Risk Management Election Form selections as presented and authorize John Griffith to sign all necessary documents.

Voting yea: Seven Voting nay: None Absent: Wickey MOTION CARRIED

Facilities Manager Dan Root provided details on the bids for lighting upgrades in the auditorium. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Bir to approve the bid of TPC Technologies for lighting materials in the amount of forty-six thousand, seven hundred and sixteen dollars and eighty-five cents (\$46,716.85) as presented.

Voting yea: Seven Voting nay: None Absent: Wickey MOTION CARRIED

Assistant City Manager Andrew Kuk provided information on this year's planned fireworks display. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Good to authorize Deputy Fire Chief Andrew Strudwick or his designated representative to complete all necessary permit reviews and sign all necessary documents for a community fireworks display.

Voting yea: Seven Voting nay: None Absent: Wickey MOTION CARRIED

Moved by Comm. Klinger and seconded by Comm. Good to approve the closure of West Lafayette and temporary no parking on North Centerville as presented.

Voting yea: Seven Voting nay: None Absent: Wickey MOTION CARRIED

Mayor Hile read the press release for the recent structure fire at 209 Maple Street.

Moved by Comm. Littman and seconded by Comm. Klinger to instruct City Staff to put together a commendation for Geoff Smith.

Voting yea: Seven Voting nay: None Absent: Wickey MOTION CARRIED

The meeting was adjourned at 6:40 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				
06-12-2020	PR0531M	00061	CITY OF STURGIS PAYROLL	264,273.09
05-22-2020	T12820M	01127	STATE OF MICHIGAN	690.00
06-29-2020	T12821M	04389	FRONTIER COMMUNICATIONS A	43.79
06-25-2020	T12822M	04389	FRONTIER COMMUNICATIONS A	203.99
06-30-2020	T12823M	04389	FRONTIER COMMUNICATIONS A	50.34
06-25-2020	T12824M	04389	FRONTIER COMMUNICATIONS A	50.34
06-10-2020	T12825M	04088	BLUE CROSS BLUE SHIELD OF MI	23,113.50
06-22-2020	T12826M	03770	MICHIGAN GAS UTILITIES	155.46
06-22-2020	T12827M	03770	MICHIGAN GAS UTILITIES	40.10
06-22-2020	T12828M	03770	MICHIGAN GAS UTILITIES	97.06
06-22-2020	T12829M	03770	MICHIGAN GAS UTILITIES	325.91
06-03-2020	T12830M	04088	BLUE CROSS BLUE SHIELD OF MI	7,098.96
06-10-2020	T12831M	00181	GORDON FOOD SERVICE	639.99
06-23-2020	T12832M	01812	AMERICAN ELECTRIC POWER	1,272,180.37
06-12-2020	T12833M	00449	CENTURY BANK & TRUST	3,161.00
06-25-2020	T12834M	04197	MI PUBLIC POWER AGENCY	137,137.60
06-15-2020	T12835M	04524	ALERUS FINANCIAL	33,175.00
06-12-2020	T12836M	00062	CITY OF STURGIS-EMPLOYEE INS	52,340.03
06-12-2020	T12837M	04294	CITY OF STURGIS-BASIC/SBT	154.00
06-12-2020	T12838M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,245.96
06-12-2020	T12839M	00065	DOYLE MEMBERSHIP TRANSFER	2,715.17
06-12-2020	T12840M	00063	CITY OF STURGIS TAX TRANSFER	14,739.06
06-12-2020	T12841M	05123	COMERICA BANK-INST TRUST SERV	27,420.71
06-12-2020	T12842M	03229	CITY OF STURGIS-WORKERS COMP	2,477.24
06-12-2020	T12843M	00064	INTL CITY MGMT ASSOC RETR CORP	5,378.54
Automatic Checks				
06-24-2020	237281	06032	3PLAY MEDIA INC	195.14
06-24-2020	237282	00110	A & K PRINTING & POOLS	2,332.50
06-24-2020	237283	00275	A B'S GLOVE & ABRASIVES INC	74.52
06-24-2020	237284	00850	ACE-TEX ENTERPRISES	261.96
06-24-2020	237285	00066	ACTION QUICK PRINT PLUS	195.00
06-24-2020	237286	02334	ALLMAKE BROADCOM	553.00
06-24-2020	237287	05986	ALPHA BUILDING CENTER-NOTTAWA	60.31
06-24-2020	237288	06041	ANGELA RAE JOHNSTON	1,125.00
06-24-2020	237289	00688	ARNETTS LANDSCAPING & GARDEN	260.00
06-24-2020	237290	05462	AUTOZONE STORES LLC	55.98
06-24-2020	237291	05719	BAKER'S BODY SHOP LLC	3,979.42
06-24-2020	237292	00130	BANDHOLTZ PAINT MFG CO	644.08
06-24-2020	237293	04776	BARONE HARDWARE & AUTO	1,357.38
06-24-2020	237294	04292	BASIC	110.00
06-24-2020	237295	01093	BEARING SERVICE, INC	66.63
06-24-2020	237296	00072	BIRD SCHESKE REED &	1,825.15
06-24-2020	237297	05080	BOBILYA CHRYSLER DODGE JEEP	168.56
06-24-2020	237298	00132	BOFA INC	1,590.85
06-24-2020	237299	00005	BOGEN CONCRETE INC	1,631.75
06-24-2020	237300	00006	BOLAND TIRE INC	2,023.42
06-24-2020	237301	05991	BORGESS MEDICAL GROUP	25.00
06-24-2020	237302	00347	DARLENE SINGLETON	1,265.00
06-24-2020	237303	01283	BYCE & ASSOCIATES INC	4,940.00
06-24-2020	237304	05770	VICENTE & ALBOR CABALLERO	100.00
06-24-2020	237305	05929	FACTUAL DATA	50.00

Date	Check#	Vendor	Vendor Name	Amount
06-24-2020	237306	01047	CEM SUPPLY INC	1,219.53
06-24-2020	237307	00315	CENTURYLINK	52.66
06-24-2020	237308	06000	INDIANA EMERGENCY SERVICE	13,189.01
06-24-2020	237309	05108	CORRIGAN OIL CO	9,019.16
06-24-2020	237310	05863	COTTIN'S HARDWARE	264.97
06-24-2020	237311	00296	CRAIG JONES	7.73
06-24-2020	237312	05925	CREATIVE DINING SERVICES	1,103.55
06-24-2020	237313	00152	CULLIGAN WATER CONDITIONING	76.00
06-24-2020	237314	00296	DAISY MACHUCA	7.20
06-24-2020	237315	00296	DAVID NIEVES	7.77
06-24-2020	237316	01119	DAVID W LUDDERS	55.20
06-24-2020	237317	02005	DELL MARKETING LP	1,440.72
06-24-2020	237318	00296	DENISE BELIGANO	114.89
06-24-2020	237319	06040	EASY-KLEEN PRESSURE SYS LTD	2,850.00
06-24-2020	237320	00769	EMERGENCY VEHICLE PRODUCTS INC	350.00
06-24-2020	237321	04955	ENVIRO-CLEAN	2,316.58
06-24-2020	237322	04863	EVOQUA WATER TECHNOLOGIES LLC	374.00
06-24-2020	237323	05151	FAWN RIVER MECHANICAL LLC	2,860.00
06-24-2020	237324	00091	FEDERAL EXPRESS	53.65
06-24-2020	237325	05841	FERGUSON FACILITIES SUPPLY	598.40
06-24-2020	237326	05490	FERGUSON WATERWORKS #3386	1,846.23
06-24-2020	237327	04988	FIRST IMPRESSIONS	2,952.00
06-24-2020	237328	00776	FLEIS & VANDENBRINK	10,628.50
06-24-2020	237329	04446	FRANK MILLER & SONS	823.55
06-24-2020	237330	03886	G & K GAS CORPORATION	18.87
06-24-2020	237331	02082	GECKO SECURITY LLC	105.00
06-24-2020	237332	00183	W W GRAINGER INC	357.97
06-24-2020	237333	03806	GREAT LAKES PEST CONTROL	200.00
06-24-2020	237334	04337	GREENMARK EQUIPMENT INC	295.67
06-24-2020	237335	04922	HUTSON ASSESSING INC	460.54
06-24-2020	237336	03515	HYDROCORP	1,732.00
06-24-2020	237337	05522	INTERSTATE BATTERIES-GREAT LKS	272.95
06-24-2020	237338	00296	JASON M RICHEY	36.10
06-24-2020	237339	00020	KENDRICK STATIONERS INC	89.91
06-24-2020	237340	00211	KROGER LIMITED PARTNERSHIP I	3.29
06-24-2020	237341	00216	LAWSON PRODUCTS INC	363.27
06-24-2020	237342	03684	LEXISNEXIS RISK SOLUTIONS	100.00
06-24-2020	237343	03892	LIFECARE AMBULANCE SERVICE	12,491.75
06-24-2020	237344	03256	LIMA ELEVATOR COMPANY INC	1,129.38
06-24-2020	237345	00023	LONESPRUCE	571.47
06-24-2020	237346	01555	MICHIGAN ELECTION RESOURCES	945.13
06-24-2020	237347	06026	MID-CITY SUPPLY CO INC	6.78
06-24-2020	237348	04702	MILLER JOHNSON ATTORNEYS	4,005.31
06-24-2020	237349	04014	MILLERS SALES & SERVICE	394.57
06-24-2020	237350	05051	MILSOFT UTILITY SOLUTIONS	875.37
06-24-2020	237351	01596	MOTION INDUSTRIES INC	2,474.69
06-24-2020	237352	00992	MUNICIPAL CODE CORPORATION	350.00
06-24-2020	237353	00032	PARTS SOURCE INCORPORATED	733.52
06-24-2020	237354	05723	NATIONAL BUSINESS	423.00
06-24-2020	237355	05096	NATIONAL HOSE TESTING	1,372.50
06-24-2020	237356	01411	NCL OF WISCONSIN INC	1,842.25
06-24-2020	237357	00296	OSCAR REYNEL AVALOS	45.54
06-24-2020	237358	03080	OTIS ELEVATOR COMPANY	2,000.00

Date	Check#	Vendor	Vendor Name	Amount
06-24-2020	237359	03934	OUDBIER INSTRUMENT CO	5,600.00
06-24-2020	237360	05671	PACE ANALYTICAL SERVICES LLC	190.50
06-24-2020	237361	03935	PARAGON LABORATORIES INC	324.00
06-24-2020	237362	02365	G PERSING INC	2,200.55
06-24-2020	237363	05130	PKM CONSULTING LLC	5,147.83
06-24-2020	237364	00033	POSTNET POSTAL & BUSINESS	175.03
06-24-2020	237365	00485	POWER LINE SUPPLY	7,937.24
06-24-2020	237366	00031	POWER SYSTEM ENGINEERING INC.	32,755.25
06-24-2020	237367	03002	PRAIRIE MATERIALS	110.50
06-24-2020	237368	05708	PVS - NOLWOOD CHEMICALS INC	622.20
06-24-2020	237369	00296	R&R GUNS	712.75
06-24-2020	237370	05739	RENEWABLE WORLD ENERGIES LLC	4,642.08
06-24-2020	237371	00035	RESCO	11,034.60
06-24-2020	237372	00296	RICARDO A LOPEZ	94.49
06-24-2020	237373	03542	RICKETT'S LAWN CARE	6,403.00
06-24-2020	237374	04686	ROAD SOLUTIONS & CORRELATED PR	963.00
06-24-2020	237375	05688	LAUREN ROBERTS	36.00
06-24-2020	237376	05379	S & S INDUSTRIAL SUPPLY	662.75
06-24-2020	237377	01274	SAUBER MFG INC	22,868.00
06-24-2020	237378	00296	SHANE M HEWITT	55.62
06-24-2020	237379	01197	SHERWIN-WILLIAMS COMPANY	78.84
06-24-2020	237380	05395	SITEONE LANDSCAPE SUPPLY LLC	282.87
06-24-2020	237381	05867	SOYSOLV BIOSOLVENTS LLC	1,510.00
06-24-2020	237382	02179	SPRINT	1,821.05
06-24-2020	237383	01801	STAR CRANE & HOIST	555.00
06-24-2020	237384	00488	STATE SYSTEMS RADIO INC	462.30
06-24-2020	237385	04274	STEENSM LAWN & POWER EQUIP	308.60
06-24-2020	237386	04140	SWICK BROADCASTING COMPANY	200.00
06-24-2020	237387	03897	SYN-TECH SYSTEMS INC	1,049.50
06-24-2020	237388	00554	T C APPLIANCE	3,550.00
06-24-2020	237389	00046	TELE-RAD INC	30.00
06-24-2020	237390	04361	TPC TECHNOLOGIES	1,200.00
06-24-2020	237391	05664	TREECORE LLC	902.50
06-24-2020	237392	05686	TRI-STATE SECURITY LKSMITH LLC	528.00
06-24-2020	237393	04691	TRI-TECH FORENSICS, INC	896.00
06-24-2020	237394	06030	VERIZON CONNECT NWF INC	115.15
06-24-2020	237395	04453	VERIZON WIRELESS	1,805.99
06-24-2020	237396	05659	WARNER OIL COMPANY	401.76
06-24-2020	237397	03511	WASTE MANAGEMENT	1,255.91
06-24-2020	237398	02948	WITMER PUBLIC SAFETY GROUP INC	536.82
06-24-2020	D01502	00002	ALL-PHASE ELECTRIC SUPPLY	112.15
06-24-2020	D01503	04732	ALTA EQUIPMENT COMPANY	684.26
06-24-2020	D01504	00077	CARQUEST AUTO PARTS	87.08
06-24-2020	D01505	02983	CINTAS LOCATION #351	1,449.99
06-24-2020	D01506	00157	JACK DOHENY COMPANIES INC	152.47
06-24-2020	D01507	00019	KENDALL ELECTRIC INC	135.82
06-24-2020	D01508	00212	KSS ENTERPRISES	495.91
06-24-2020	D01509	03922	MARANA GROUP	5,044.57
06-24-2020	D01510	03944	PRAXAIR DISTRIBUTION INC	305.77
Manual Total				\$1,849,907.21
Automatic Total				\$239,292.48
Grand Total				\$2,089,199.69

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING June 7, 2020
PR0531M - Paid June 12, 2020

GENERAL	\$134,910.61
MAJOR STREET	7,494.36
LOCAL STREET	6,439.54
CEMETERY	7,277.02
DDA	397.50
AIRPORT	777.75
BUILDING	2,421.17
AUDITORIUM	2,576.50
RECREATION	1,107.77
DOYLE RECREATION CENTER	1,766.66
ELECTRIC	65,583.14
SEWER	16,345.19
WATER	14,224.07
MOTOR VEHICLE	2,951.81
Payroll Sub-Total	\$264,273.09

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

POLICY STATEMENT



Property Maintenance Program Policy

Effective Date: 2-27-13
Last Revised: 9-28-16

Office of Origin: Property Maintenance
Authorized By: City Commission

Applicable Departments:
Policy Keywords: *searchable keywords associated with policy;*

Definitions

New Rental Unit: Any structure, property, or part of a structure or property meeting the definition of a rental unit and being registered with the City that has not been registered with the City of Sturgis as a rental unit within the last twelve (12) months.

Multi-Unit Rental Buildings: Any rental property structure which contains three (3) or more rental units and which:

- 1) Does not share a common wall with another rental property structure, or
- 2) Shares a common wall with another rental property structure owned by a different entity.

Registration of Rental Units

No property owner shall lease, rent or otherwise allow a rental unit to be occupied unless the rental unit has been registered with the City.

Registration Term

Property owners shall register any and all rental units within the city limits. Said registration shall be effective for one year and it shall be the responsibility of the property owner or responsible local agent to re-register said rental unit on the first day of the month immediately preceding the expiration of the registration.

Registration Form

An application for registration of a rental unit shall be made in such form and in accordance with such instructions as may be provided by the City and shall include at least the following information:

- 1) The address of the rental units;
- 2) The names and addresses of all owners of the rental units;
- 3) The names, addresses, and telephone numbers of the persons authorized to collect rent from the individuals occupying the rental units;
- 4) The name, local address, and telephone number of the responsible local agent;
- 5) The number of rental units in each building;
- 6) The authorization appointing a responsible local agent signed by both the owner and the responsible local agent; and

- 7) The name, business address and phone number of the person or entity that holds a lien on the rental unit or the real property on which the rental unit is located, if applicable.

If there is any change to the registration information, the property owner of the rental unit shall update their registration within 30 days. If the owner of a rental unit changes and registration information is not updated in 30 days the unit will be considered an unregistered rental under this policy and cited as a rental without compliance.

Owners or responsible local agents who willfully provide inaccurate or incomplete information in regards to the registration of a rental unit or fail to report changes to a registration form (such as change of ownership) may incur penalties as provided for in the City's property maintenance code.

In those cases in which the owner is a corporation or other organization, responsibility for providing the owner information shall be that of the chief executive officer of the organization or his or her designee. Where more than one person has an ownership interest, the required information shall be provided by each such owner.

Payment

Payment for registration is required with the completed registration form. If the payment is not received ~~within 60 days of~~ by the next scheduled inspection or the due ~~date~~ date for registration, a late payment fee will be assessed and the property will not be eligible for Premier status. If the payment has not been made within ~~90~~ 60 days of the due date for registration, the property will be considered an unregistered rental under this policy and cited as a rental without compliance.

Certificate of Compliance

No person shall operate, lease, rent, or occupy a rental unit unless there is a valid Certificate of Compliance issued by the City in the name of the operator and issued for a rental property. The certificate shall be issued for each rental unit, or in the case of a multi-unit rental building, for the building.

The City may not issue a Certificate of Compliance unless a current rental unit registration is in effect, any fees for registration or any penalties are paid in full, and an inspection has determined that compliance has been secured with the minimum standards and other provisions of the property maintenance code adopted by the City.

The Certificate of Compliance along with the name, address, and telephone number of the responsible local agent shall be on site in each rental unit or building at all times. This information will be made available to property maintenance inspectors, renters, potential renters, or other City of Sturgis officials upon request.

The Certificate of Compliance shall be issued after registration of the rental unit with the City and after inspection by a person from the City, and shall state that inspection has demonstrated compliance with the provisions of the property maintenance code adopted by the City at the time of inspection.

Compliance Cycle

All rental properties are divided into two cycles based upon their location in the City of Sturgis. The City is divided into four wards. Rental units located in Wards 1 and 3 are scheduled for re-certification in odd years, with rental units in Wards 2 and 4 scheduled for recertification in even years.

Certificate of Compliance Terms

A Certificate of Compliance is valid for a period of two years from its date of issuance, unless the rental property is placed on Monitored Status under the terms of this policy or a new rental unit is registered and there is more than six months between registration and the property's regular compliance cycle. The Certificate of Compliance for properties on Monitored Status is valid for one year. New rental units as described in this section and properties exiting Monitored Status will be issued a Certificate of Compliance valid until the next regular certification cycle. For new rental units falling under these conditions, the fee for the initial (non-cycle) inspection will be waived.

Certificate of Compliance Renewal

At least 30 days prior to the expiration of a Certificate of Compliance, the City shall notify the registered owner of a rental unit to apply for renewal of the Certificate of Compliance and to arrange for a compliance inspection. The property owner or responsible local agent is responsible for applying for the renewal prior to the expiration of the existing Certificate.

The compliance inspection will be scheduled at the time of application, and compliance with the provisions of the property maintenance code must be achieved before a new Certificate of Compliance is issued. When a Certificate of Compliance is reissued in accordance with this policy, it shall have an expiration date with the same month as shown on the previous Certificate, regardless of the date that the new Certificate is actually issued.

Temporary Certificates

Temporary Certificates of Compliance shall be issued without prior inspection in cases where:

- 1) A new rental property is registered within six months of its regular cycle for re-certification;
- 2) Prior to the expiration of the Certificate of Compliance, the City and property owner of an existing, occupied rental mutually schedule the certification inspection for a time after the expiration of the Certificate of Compliance;
- 3) At the discretion of the City, an existing, occupied rental is being brought into compliance and an issue of immediate health and safety is not a concern.

At such time as an inspection is made by the building official or his/her designee and a determination is made that compliance with the provisions of this chapter has been secured, the Temporary Certificate shall expire and a Certificate of Compliance shall be issued.

Expiration of Certificate of Compliance

A Certificate of Compliance shall expire on the date stated on the Certificate or on the repair date stated on any notice to repair issued to the property owner or responsible local agent. Thirty (30) days after such expiration date, it shall be unlawful for any rental unit to be occupied unless a new Certificate of Compliance has been issued. A rental unit which has not been previously certified shall be deemed to have an expiration date on the date the owner or responsible local agent is notified to register the rental unit.

Revocation of Certificate of Compliance

If the City ascertains the failure of any property owner to comply with a notice of violation issued pursuant to the property maintenance code, the Certificate of Compliance shall be revoked. Display or use of a revoked Certificate of Compliance to rent a property is illegal and punishable with fines and criminal actions as described in the property maintenance code.

Upon revocation of a Certificate of Compliance or where a determination has been made that a rental unit is unfit for human habitation, it shall be immediately vacated and no person shall thereafter occupy it for sleeping or living purposes until it has been re-inspected and issued a Certificate of Compliance.

Certificate of Compliance Not Required

A Certificate of Compliance shall not be required for living or sleeping accommodations in jails, hospitals, nursing homes, school dormitories, convalescent homes, foster homes or temporary group shelters provided by legal not-for-profit agencies which are inspected, certified, and/or licensed by the State of Michigan.

Inspections

The City of Sturgis will conduct property maintenance inspections to obtain and maintain compliances with the standards of the property maintenance code based upon any one of the following reasons:

- 1) A complaint received by the City indicating that there is a violation of the standards of the property maintenance code;
- 2) An observation by the City of a violation of the standards of the property maintenance code;
- 3) A report or observation of a dwelling that is unoccupied, unsecured, or a dwelling that is fire damaged;
- 4) The certification of a rental unit as required by this policy;
- 5) The need to determine compliance with a notice or an order issued by the City;
- 6) An emergency observed or reason to believe an emergency exists;
- 7) A request for an inspection by the property owner; ~~or~~
- 8) Requirements of law where a dwelling is to be demolished by the City or where ownership is to be transferred to the City; or
- 9) A property has been posted as Unfit for Human Occupancy or an Unsafe Structure.

All facilities, areas and units governed by this policy and the property maintenance code shall be made open and accessible for inspection by the property owner or responsible local agent under any of the above conditions.

General Inspection Procedures

In all of the above cases, unless expressly noticed elsewhere in this policy or the property maintenance code, the following general procedures for inspection will be utilized.

- 1) Except with respect to inspections involving an unreasonable threat to the health, safety or welfare of an occupant of the property, the code official shall provide written notice of intent to inspect a rental unit under one of the above provisions by first class mail at least nine (9) days prior to an inspection of the property.
- 2) The material information leading to the inspection must be detailed on a form developed by the code official.

- 3) An inspection of the property shall be conducted by the code official or his/her designee.
- 4) If the inspection of the property reveals a violation of the property maintenance code, a notice of the violation shall be sent to the owner, the responsible local agent designated by the owner, or occupant of the property, as the case may be.
- 5) The notice shall set forth the work which must be completed in order to comply with the property maintenance code and the time period within which the aforementioned work must be completed. Generally, the time period shall be as follows:
 - a. All work of an emergency nature shall be completed immediately.
 - b. All work which may be done by the owner or occupant shall be completed within thirty (30) days.
- 6) Upon termination of the time period for completion of the required work as set forth in the notice, a code official shall inspect the property in order to determine if the property conforms to the provisions of the property maintenance code.
- 7) If sufficient progress has been achieved by the owner in attempting to conform the property to the property maintenance code, the owner may apply for a thirty (30) day extension within which the required work is to be completed. An initial determination on this request will be made by the building official. If the owner is not satisfied with this determination, they may make use of the appeals process as provided for in the property maintenance code.
- 8) The owner or occupant may appeal the determination of a violation or the order for correction as per the appeals process provided for in the property maintenance code.
- 9) If an owner or occupant fails to properly and timely complete the work which is required in order to comply with the property maintenance code, the code official shall issue an appropriate citation to the owner or occupant. If necessary, the matter shall be referred to the city attorney for appropriate action.

Inspections for Certification of a Rental Property

Following the application for a Certificate of Compliance for a rental property, the City of Sturgis will schedule an inspection of the property with the owner or responsible local agent. All facilities, areas and units inspected shall comply with the standards of the Code prior to a Certificate of Compliance being issued. See the "Certificate of Compliance" section of this policy for more information.

Complaint Initiated Inspections

If there is a complaint indicating there is a violation of the property maintenance code, it must be made in writing with:

- 1) The signature and method to contact the person filing complaint; and
- 2) In cases where a tenant is complaining against their landlord, verification that the owner or the responsible local agent for the property has been notified of the alleged violation (except in emergency situations involving the health, safety, or welfare of an occupant of the property).

Upon receiving this information an inspection will be scheduled. If an inspection is initiated by a complaint and no violation is found to exist, no inspection fees will be assessed against the owner of the inspected rental unit, but an inspection fee may be assessed against the complainant if the complaint is found to be frivolous or malicious.

Re-Inspection

Where a re-inspection must be made to ensure conformity with the property maintenance code, or before a Certificate of Compliance is issued for those rental units that have been issued violation notices, there will be charged a separate fee for every re-inspection when the violation has not been abated or corrected.

Transfer of Ownership Inspection

- 1) If there is a transfer of ownership concerning any rental unit, and a current Certificate of Compliance exists, a compliance inspection by the City shall be waived. At the option of the purchaser, a special transfer inspection can be completed. Results of the special transfer inspection will be the responsibility of the purchaser. See “Property Transfers” under the Performance-Based Property Maintenance Program section of this policy for more information.
- 2) If there is a transfer of ownership concerning any rental unit, and a current Certificate of Compliance does not exist, there shall be a compliance inspection by the City. If violations of this code are found then a notice of violations shall be issued to both the current owner and the prospective buyer.
- 3) In the event ownership of any rental unit is transferred contrary to the above, the Certificate of Compliance and rental unit registration shall be deemed to expire within sixty (60) days of the transfer unless appropriate steps are taken to obtain a rental unit registration and Certificate of Compliance.
- 4) In the event of a transfer of ownership where violations are found during the compliance inspection, the new owner shall update the registration within ten (10) days of the date of transfer of any rental unit(s) and will be accountable for bringing the unit into compliance within the time allotted by the City.

Any residents of a rental unit which undergoes a transfer of ownership while the individuals are residing in that unit, shall be notified of any transfer of ownership.

Performance-Based Property Maintenance Program

In an effort to better direct resources within property maintenance and allocate fees based on resources used by property owners, the City has developed a performance-based property maintenance program which creates three status levels for rental properties:

- 1) Premier Status
- 2) Compliant Status
- 3) Monitored Status

To determine a property’s status, all code violations have been placed into one of four categories based on their impact to the life, health, and safety of occupants of the property. During a property maintenance inspection, the point values of all recorded violations will be totaled, creating an overall inspection score. Based on this inspection score, the property will be placed into one of the three status levels.

Property owners may appeal an inspection score to first the building official, and then, if not satisfied, as per the appeals process in the property maintenance code.

Code Violation Categories

- **Category I Violations:** are those where there is an immediate threat to life, health, or safety; these violations will result in the unit being classified as unfit for habitation and the unit being placed immediately on Monitored Status.

Other categories are given points per violation:

- **Category II (30 Points per Violation):** Those violations where there is a serious threat to life, health, or safety that requires immediate correction but does not render the unit unfit for habitation.
- **Category III (15 Points per Violation):** Those violations where the infraction is serious enough to require correction on an accelerated timeframe, but does not threaten life, health or safety to the extent of a Category II violation.
- **Category IV (5 Points per Violation):** Those violations that are the least severe and include standard repairs and corrections. Violations in this category that are fixed on site by the owner will be noted on the inspector's form but will not be assessed points.

Premier Status

Properties whose certification inspection scores are less than twenty (20) points will be considered to hold Premier Status and will have their inspection fee waived for that inspection. This status does not impact the fees of future certification inspections or any other future inspection(s). If a property is awarded Premier Status but does not complete identified repair items within the time allotted by the code official, the inspection fee will be collected and the status of the property will be changed to Compliant.

Compliant Status

Properties that do not qualify for Premier or Monitored Status will be considered to be in Compliant Status. They will receive a Certificate of Compliance valid for two years and all normal fees will be applicable.

Monitored Status

Rental units with ~~one hundred (100)~~fifty (50) or more total points ~~during a period covering at~~ their ~~last two (2)~~ certification ~~inspections~~inspection will be placed on Monitored Status. ~~Properties will be placed on Monitored Status at the time that they accumulate at least one hundred (100) total points.~~

Rental units on Monitored Status will receive a Certificate of Compliance that expires annually, requiring yearly application for re-certification and annual certification inspections along with annual registration. Each Monitored Status certification inspection will be charged the standard inspection fee.

A rental unit will be removed from Monitored Status when it passes two (2) consecutive Monitored Status certification inspections, each with an overall inspection score of less than fifty (50) points, ~~and does not have a total of 100 or more inspection points in the time period between Monitored Status certification inspections.~~

Upon removal from Monitored Status, a Certificate of Compliance will be issued for the rental unit valid until the property's next regularly scheduled re-certification in the compliance cycle.

A Rental Unit will not qualify for Premier Status for the Certificate following being a Monitored Status property.

Complaint Inspections

Rental units with a valid complaint initiated or other inspection that results in a nuisance fee being assessed to the property owner for a property maintenance issue will be assessed twenty-five (25) points in addition to any points for violations from said inspection. These points will be added to the most recent inspection.

Complaints regarding code enforcement issues on rental properties where owners fail a re-check inspection will be awarded points for violations from the issue.

Good Behavior Credit

~~A property which, over a period of two (2) years has zero (0) Notices of Violation issued against it will be awarded a ten (10) point credit on their next status calculation. If a property achieves Premier Status without use of the credit, the credit will carry over to the next status calculation. A property cannot achieve a credit while in Monitored Status.~~

Pest Infestations

Rental units shall be sanitary and free of infestations. If a unit is infested, the owner must notify the Community Development Department prior to any inspections being conducted on the property. The owner must contact a third party pest control company to verify the elimination of the infestation. If the owner provides this information prior to the scheduled inspection, no penalty will be assessed against the owner. Once the infestation has been eliminated, the owner shall provide a notice from the third party pest control company confirming clearance of the unit. After the unit has been cleared, an inspection will be scheduled.

If the Community Development Department is not notified prior to the scheduled inspection and an infestation is discovered, the building will be immediately placed in Monitored status. The inspection will be halted and a third party pest control company must eliminate the infestation. The owner shall provide notice from the third party pest control company confirming clearance of the unit. After the unit has been cleared, an inspection will be scheduled with an additional inspection fee collected for every unit not originally inspected due to the unreported infestation.

Intentional Violations

If a violation is caused by an intentional act of vandalism by someone other than the landlord, the landlord may appeal the violation through the appeals process outlined in the property maintenance code. If there is sufficient proof for the appeals board to determine that it was an intentional act of vandalism, the violation will be noted on the inspection sheet and not assessed points as part of the performance-based property maintenance program. Fines or penalties resulting from these violations will be charged to the responsible party and not the property owner.

Multi-Unit Rental Buildings

Any multi-unit rental building (as defined by this policy) will have one (1) certificate of compliance issued for the entire building. Inspection scores for the performance-based property maintenance program

will be calculated by taking the total points generated by the building and dividing by the number of units inspected at the initial inspection in the building. Units unable to be inspected will automatically be given 50 points and must be inspected at the re-inspection date; additional inspection fees for each unit re-scheduled will be charged. Following these re-inspections, the inspection scores for the performance-based property maintenance program will be recalculated, with any new violations counting toward the calculation.

In the event that any individual unit or units of a multi-unit rental building ~~is~~are issued a Category I violation the entire building will be placed on Monitored Status and will be subject to all conditions of that status.

New Rental Units

Rental Units which have not been registered or occupied as rentals in the last 3 years may request a pre-inspection. This pre-inspection will be at no cost to the owner and any violations discovered will not be counted for the performance-based property maintenance program. This pre-inspection does not replace the certification inspection for a property.

Property Transfers

When purchasing a rental property, the purchaser/new owner has the ability to call for a special transfer inspection. The owner has ten (10) days after closing on a property to schedule the special transfer inspection. The inspection must take place within thirty (30) days of scheduling unless the Community Development Department chooses to schedule the appointment later.

If the purchaser of a rental unit requests a special transfer inspection, the inspection will serve as a new starting point for the property in the program, with all previous points and status nullified. Any violations found at the property during the special transfer inspection and their associated points will be the responsibility of the purchaser/new owner.

A special transfer inspection is not required as part of the transfer of a property and is completed at the purchaser's discretion. If a special transfer inspection is not completed, the points and status of the property will carry over from the seller/previous owner to the purchaser/new owner.

As a special inspection, an inspection fee will be charged; if the property is rated Premier, the inspection fee WILL NOT be waived. If this inspection takes place within six months of the regular certification inspection, the regular certification inspection will be waived. The completion of a special inspection does not impact the timing for renewal of a Certificate of Occupancy; the certificate carries with the house and is not renewed when a special inspection is completed.

Unregistered Rentals

Units which are discovered by the City to be unregistered rental units and which have been occupied while being unregistered will be automatically placed on Monitored Status with their initial inspection counting towards the performance-based property maintenance system. Self-reporting of an unregistered rental by the property owner or responsible local agent will not result in the unit being placed on Monitored Status.

Revoked Certification Units and Condemned Properties

A rental unit being registered and seeking a Certificate of Compliance which has previously been classified as uninhabitable or condemned by the City of Sturgis building official, or which has had a Certificate of Compliance revoked since its last registration will be automatically placed on Monitored

Status with its initial inspection counting towards the performance-based property maintenance program. An exception will be made to this provision if the property is unoccupied at the time of the re-certification inspection and remains unoccupied until the property has been issued a new Certificate of Compliance.

Responsible Local Agent

Each rental property registered in the City of Sturgis is required to have a designated responsible local agent. This responsible local agent shall:

- 1) Be obligated to assure operation of the registered rental unit in compliance with the Code of Ordinances adopted by the City;
- 2) Be responsible for providing access to the rental unit for the purpose of making any and all inspections necessary to ensure compliance with the Code of Ordinances adopted by the City;
- 3) Accept all legal notices or service of process with respect to the rental unit on behalf of the owner if the responsible local agent is a person other than the owner of the registered rental unit; and
- 4) Maintain a list of the names and number of occupants of each rental unit for which they are responsible.
- 5) Have their place of residence or business in an area from which the City of Sturgis is accessible by motor vehicle within a period of time not exceeding 30 minutes.

Appeals

Any property owner who disputes the application of this policy by the property maintenance department may file an appeal pursuant to the City's property maintenance code, as set forth in the City of Sturgis code of ordinances.

Fees

Fees for registration of rental units, inspections, re-inspections, Certificates of Compliance, and any other items shall be as established from time to time by resolution of the City Commission.

Signatures *(section to be completed by City Manager or City Clerk)*

CITY MANAGER Reviewed <input checked="" type="checkbox"/> Approved <input type="checkbox"/>	Michael L. Hughes City Manager
---	-----------------------------------

CITY COMMISSION

City Commission Meeting Date: 2/27/13

Approved ☒Not Applicable ☐

Motion: Commissioner Stephens

Second: Commissioner Sisson

Vote: 7 Yea ; 0 Nay

Revision History

Revision Date	Section(s) Revised	City Manager Reviewed / Approved	Commission Approved
xx/xx/xx	<i>List headings with revisions</i>	<i>Include initials and date</i>	<i>Indicate either N/A or date of approval</i>
9/28/16			9/28/16

AMENDMENTS TO THE CITY CODE OF ORDINANCES FINE SCHEDULE
PERTAINING TO PROPERTY MAINTENANCE

An ordinance to amend the City Code of Ordinances of the City of Sturgis, Appendix B – Fine Schedule, Chapter 14. – Buildings and Building Regulations, to add or amend fines related to the City’s Property Maintenance Program.

WHEREAS, the City Commission has determined that it is in the best interest of the residents of the City to modify the City Code of Ordinances to provide for a Property Maintenance Program and fines associated with the enforcement of those ordinances;

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan ordains:
Appendix B, Chapter 14 of the City Code of Ordinances is amended effective as of _____
2020.

APPENDIX B - FINE SCHEDULE FOR MUNICIPAL CIVIL INFRACTIONS

...

CHAPTER 14. - BUILDINGS AND BUILDING REGULATIONS

...

Property Maintenance

Refuse to permit inspection500.00

Maintained in good repair100.00

Rental of unit without compliance500.00

Unregistered rental:

First Offense100.00

Second Offense250.00

Third Offense500.00

Construction in compliance with building code250.00

...

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

Pleasant Avenue String Light Bulletin Pricing Breakdown

Line #	Item Description	Unit	Revised Item Quantity	Revised Item Price	Revised Item Amount
0990	*Conduit, Schedule 40, 1 1/2 inch	Ft	217	\$5.75	\$1,247.75
1030	* DB Cable, in Conduit, 600V, 1/C#6	Ft	1,500	\$2.00	\$3,000.00
1040	* Cable, Equipment Grounding Wire, 1/C#6	Ft	500	\$2.00	\$1,000.00
1090	*_Lighting Control System - Upgrade	Ea	1	\$1,250.00	\$1,250.00
	** Decorative Poles for String Lights (including base)	Ea	4	\$5,460.00	\$21,840.00
	**Decorative Poles for String Lights W/ Recept (including base)	Ea	2	\$5,958.75	\$11,917.50
	** 1/4" Diameter SS Cable and Fittings	Ft	120	\$9.19	\$1,102.50
	** 1/16" Diameter SS Cable and Fittings	Ft	1200	\$5.51	\$6,615.00
	** 50 foot String Lights	Ea	20	\$84.00	<u>\$1,680.00</u>
Total Cost =					\$49,652.75

* Denotes increase in bid item quantity from original contract

** Denotes new items not in contract with markup extras

**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: Vinewood Avenue and E. Congress Street Improvements
- B. Background/Description: The City of Sturgis (City) is planning to resurface Vinewood Avenue from US-12 (E. Chicago Road) to E. Congress Street, widen and pave Vinewood Avenue 200 feet south of E. Congress, and reconstruct E. Congress Street from Farwell Avenue to Vinewood Avenue.

The City has received a small urban grant to cover a portion of the proposed reconstruction and the project will need to designed and constructed in accordance with the Michigan Department of Transportation (MDOT) Local Agency standards.

Vinewood Avenue consists of 1,650 feet of cold milling, 200 feet of trenching, and resurfacing from E. Chicago Street (US-12) to 200 feet south of E. Congress Street. The proposed cross-section of Vinewood Avenue is anticipated to be 35' Back to Back consisting of two 12 foot lanes and 5 foot bike lanes from US-12 to E. Congress Street and 22 feet Edge to Edge consisting of two 11 foot lanes from E. Congress Street south 200 feet; including 4 inches of Hot Mix Asphalt (HMA) pavement replacement with concrete curb and gutter repair, new sidewalk where needed, minor storm sewer repairs, and American with Disabilities Act (ADA) sidewalk ramp upgrades. E. Congress Street consists of 280 feet of full depth reconstruction from Farwell Avenue to Vinewood Avenue. The proposed cross-section width of E. Congress Street is anticipated to be 31' Back to Back consisting of two 12 foot lanes with widened shoulders with 12 inches of sand, 8 inches of aggregate base, 4 inches of HMA new concrete curb and gutter, storm sewer and ADA sidewalk ramp upgrades.

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

PRELIMINARY DESIGN PHASE

1. Complete a topographic survey for design.
2. Contact utility companies to obtain information on existing utility locations and coordinate relocations or placement of new facilities with the respective utility companies.
3. Complete, design, and prepare construction drawings including:
 - Title Sheet
 - Cross-sections, Notes, and Details
 - Vinewood Plan and Profile Sheets
 - Congress Plan and Profile Sheet
 - Sidewalk Grading Plan
 - Intersection Details
 - Construction Staging & Barricading Plans
 - Pavement Marking Plans
 - Detour Plan

4. Obtain pavement cores and soil borings, as needed for design, on the City's behalf. Engineer will coordinate the geotechnical investigations with these services billed directly to the City by the drilling company.
5. Prepare programming application for City submittal to MDOT as required.
6. Prepare opinions of the probable construction cost for the project.
7. Review preliminary plans, special provisions, and estimate with the City.
8. Schedule and attend Grade Inspection Meeting with MDOT as required.

FINAL DESIGN PHASE

1. Complete design and prepare final plans, specifications, and estimate incorporating City and MDOT comments from the preliminary design review.
2. Prepare and submit soil erosion and sedimentation control permit. Permit application fees to be paid by the City.
3. Assist the City with MDOT right-of-way permit application submittal.
4. Prepare final bid package including specifications, bid items, probable construction costs, and plans.

BIDDING PHASE

1. Answer questions during MDOT bid period and issue clarifications, if necessary.

This task order is for design and bidding phase services. We can provide a supplemental task order for construction phase services once the final project scope is determined.

2. Services of Engineer

The work scope is to provide Preliminary Design, Final Design, and Bidding Phase 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 summary:

A1.02 – Preliminary Design Phase, include paragraphs:

- A.1
- A.2.
- A.3
- A.4
- A.5
- A.6

2.01.A.1 – F&V will be complete the National Environmental Policy Act application and State Historic Preservation Office application for submittal by the City. Fees for application and subconsultants will be paid for by the City.

A1.03 – Final Design Phase, include paragraphs:

- A.1
- A.2 F&V will supply required easement documentation and fair market value assessments for City to obtain required easements
- A.3
- A.4
- A.5

A.1.04 – Bidding or Negotiating Phase:

- A.2

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.4. **Times** **for**
Rendering Services

The times for rendering services are as follows.

<u>Phase</u>	<u>Proposed Completion Date*</u>
<u>Preliminary Design Services</u>	<u>August 2020</u>
<u>Final Design Services</u>	<u>December 2020</u>
<u>Bidding Phase Services</u>	<u>January 2021</u>

- Proposed final design and bidding phase completion dates will be affected by MDOT funding, MDOT letting calendar.

5. Payments to Engineer

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

Category of Services	Compensation Method	Estimate of Compensation for Services
<i>Preliminary Design Services</i>	<i>Standard Hourly Rates</i>	\$28,500.00
<i>Final Design Services</i>	<i>Standard Hourly Rates</i>	\$12,200.00
<i>Bidding Phase Services</i>	<i>Standard Hourly Rates</i>	<u>\$1,000.00</u>
TOTAL FEES =		\$41,700.00

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.

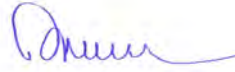
10. Terms and Conditions:

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 Date of last signature

OWNER
City of Sturgis

ENGINEER
Fleis & VandenBrink Engineering, Inc.



6/12/2020

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
Address

bcox@sturgismi.gov
E-Mail Address

mjohnson@fveng.com
E-Mail Address

(269) 659-7249
Phone

(269) 385-1100
Phone

(269) 659-7295
Fax

(269) 382-9672
Fax

Sturgis Purchase Order No.: _____

F&V Vendor No.: 00776

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E

Prism Power Partners
Interconnection Bids
Monday June 8, 2020, 4:00 p.m.

Substation

Bidder	Base Bid	Alternates	Bid Bond/Check	Start Date	Completion Date	Comments
Hydaker-Wheatlake	\$	\$				
* Kent Power Systems	\$ 66,524.32	\$				
Michels Power	\$	\$				
MJ Electric	\$	\$				
Newkirk Electric Associates	\$	\$				
Pieperline	\$	\$				
Utilitites Instrumentation Services	\$	\$				

Distribution

Bidder	Base Bid	Alternates	Bid Bond/Check	Start Date	Completion Date	Comments
Hydaker-Wheatlake	\$	\$				
* Kent Power Systems	\$ 96,877.76	\$				
Michels Power	\$	\$				
MJ Electric	\$	\$				
Newkirk Electric Associates	\$	\$				
Pieperline	\$	\$				
Utilitites Instrumentation Services	\$	\$				

Bidder	Kent Power Inc.
---------------	------------------------

<p>City of Sturgis Solar Interconnection BID GROUP A SUMMARY</p>
--

<i>OH AND UG CONSTRUCTION</i>	<i>OVERHEAD RETIREMENT</i>
\$ 88,122.29	\$ 8,754.76

TOTAL ESTIMATED BID	\$ 96,877.05
----------------------------	---------------------

Bidder	Kent Power Inc.
---------------	------------------------

NEW OVERHEAD AND UNDERGROUND CONSTRUCTION			
<i>Unit</i>	<i>Total Estimated Quantity</i>	<i>Labor Bid Price Per Unit</i>	<i>Extended Price</i>
A1.011	4	\$ 71.70	\$ 286.80
A5.01	4	\$ 80.86	\$ 323.44
C1.11L	2	\$ 302.06	\$ 604.12
C1.41L	1	\$ 378.36	\$ 378.36
C5.71L	4	\$ 742.95	\$ 2,971.80
C6.21	3	\$ 789.22	\$ 2,367.66
C6.52G	2	\$ 790.25	\$ 1,580.50
C6.92G	2	\$ 1,485.90	\$ 2,971.80
E1.1L	21	\$ 244.09	\$ 5,125.89
E1.4L	2	\$ 405.79	\$ 811.58
F2.10	12	\$ 215.61	\$ 2,587.32
H1.1	10	\$ 195.27	\$ 1,952.70
M8.16A	2	\$ 3,865.77	\$ 7,731.54
S1.01	2	\$ 186.11	\$ 372.22
S2.02	3	\$ 718.03	\$ 2,154.09
UC7.4	2	\$ 6,102.22	\$ 12,204.44
UM6-3	6	\$ 185.10	\$ 1,110.60
Set 40' pole	9	\$ 683.44	\$ 6,150.96
Set 45' pole	1	\$ 707.87	\$ 707.87
String new 336 ACSR	520	\$ 11.74	\$ 6,104.80
String new 477 ACSR	7,712	\$ 3.05	\$ 23,521.60
Per circuit foot cost to install three (3) 750 MCM AL cables in conduit (conduit by others)	40	\$ 76.28	\$ 3,051.00
Per circuit foot cost to install three (3) 750 MCM AL cable (trenched install)	40	\$ 76.28	\$ 3,051.20

ALL CONDUCTORS ARE TO BE BID AS PER LINEAL FOOT

Total Extended Price - New Construction	\$ 88,122.29
--	---------------------



POWERLINE-SUBSTATION-NATURAL GAS-STEEL SERVICES

June 4, 2020

City of Sturgis Distribution Line

Clarifications

1. Total lump sum is \$96,877.05.
2. Please be aware that a delay in receiving a PO for this project may affect our ability to start the project as scheduled. Our pricing is valid for 90 days from submission. Should an award letter or PO be issued after the 90-day time period, we reserve the right to reprice any and all related items.
3. This price is based on construction per the provided schedule/timeline. If the schedule is changed due to reasons above and out of our control, additional charges may be applicable.
4. Should it be necessary for KPI crews or subcontractors to demobilize and remobilize for reasons unplanned and outside of our control, additional costs may be applicable.
5. All materials to be provided by others.
6. Owner provided material pricing was not provided so therefore it was not included in the bid bond.

7800 Childsdale Ave., Rockford, MI 49341
(616) 678-5775 Main / (616) 678-4100 Fax
www.kentpower.com

SECTION 00 41 13 – PROPOSAL

THE CITY OF STURGIS, MICHIGAN – ELECTRIC DEPARTMENT

*All bids shall be in U.S. Dollars in lawful money of the United States of America.

TO: City of Sturgis, Michigan – Electric Department (Hereinafter called the "Owner")

1. **Bid Group B - Base Bid** - Total firm price to furnish and deliver construction services and materials for the substation modifications, as specified:

Bid Price: \$ 66,524.32

\$ Sixty-Six Thousand Five Hundred Twenty-Four dollars and Thirty-Two cents.

Exceptions to the Base Bid shall be clearly identified on a separate sheet indicating any and all equipment that deviates from the specifications herein. The Bidder may present exceptions to the Base Bid as an Alternate Bid and the Owner will evaluate and award the Contract with considerations to any exceptions to the Base Bid.

2. **Alternate Bid** - Contractor suggested alternate, assuming alternates are acceptable:

Bid Price: \$ _____

\$ _____ dollars and _____ cents.

3. **Anticipated Schedule (by calendar days or date) After Notice of Bid Acceptance:**

A. Approximate start of construction	<u>October 2020</u>
B. Delivery of substation structures and material items	<u>12 Weeks</u>
C. Anticipated lead time to complete the work	<u>3 Weeks</u>

4. **Construction Unit Cost Breakdown (Refer to Section 01 10 00, Item 2.1, for a description of each construction unit):**

A. Remove existing circuit breakers for feeders #1 & #2	\$ <u>5,270.04</u>
B. Install new circuit breakers for feeders #1 & #2	\$ <u>26,197.89</u>
C. Install new load site PT's and control circuits for feeders #1 & #2	\$ <u>17,722.15</u>
D. Miscellaneous contractor expenses	\$ <u>17,334.24</u>
Total	\$ <u>66,524.32</u>

5. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents and to furnish all materials, equipment, tools, supplies, transportation, utilities and all other items and facilities necessary to complete the work in accordance with the intent of the contract documents including specifications, drawings and all addenda issued by the OWNER prior to opening of proposals.
6. The BIDDER agrees that, within 15 calendar days after receipt of the Contract from said OWNER, he will execute said Contract in the required form, of which the Advertisement to Bid, Instructions to Bidders, Proposal, Information Required of Bidder, Specifications, Drawings, and all Addenda issued by said OWNER prior to the opening of proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the proposal guarantee furnished by said BIDDER shall be forfeited to said OWNER for such failure; provided, that is said BIDDER shall execute the Contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, his check, if furnished, shall become void. It is further understood that this Bid may not be withdrawn for a period of 60 days after the date set for the opening thereof, unless otherwise required by law.
7. The BIDDER further agrees to complete all work required under the Contract within the time stipulated in said specifications, and to accept in full payment therefore the prices(s) listed above.
8. The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Date	Addendum #
_____	N/A
_____	_____

- (a) The BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the materials and equipment.
- (b) The BIDDER has given the ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the BIDDER.
- (c) The BIDDER certifies that this Proposal is made and submitted without fraud or collusion with any other firm or corporation whatsoever. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and the BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the OWNER.
- (d) The BIDDER acknowledges the right of the OWNER to reject any or all Bids, waive any irregularities or informalities therein and award the Contract to other than the lowest

evaluated Bidder if, in its discretion, the interests of the OWNER would be best served thereby.

9. The labor and materials proposed is in accordance with the specifications:

☐ Yes ☒ No - (If not, list all exceptions on a separate sheet and identify as "Exceptions")

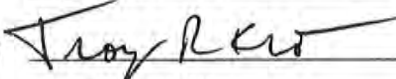
10. The following documents are attached to and made a condition of this Bid:

- a. Required bid security in the form of a Certified Check or Bid Bond, being at least five percent (5%) of the amount bid, and made payable to the OWNER.

SELLER: Kent Power Inc.

ADDRESS: 7800 Childsdale Avenue Rockford, MI 49341

AUTHORIZED REPRESENTATIVE: Troy Kent

SIGNATURE: 

DATE: June 5, 2020

TITLE: President

TELEPHONE NUMBER: 616-678-5775

Proposal contact person: Chad Moore, Estimator

Email address of proposal contact person: estimating@kentpower.com

Phone number of proposal contact person: 616-678-5775



Qualifications / Clarifications
For
Southeast Substation

- We have based this proposal on any and all hazardous materials will abated by others.
- Our proposal for removing the existing breakers is based on once removed from pad to be set on others trailer for disassembly and removal.
- Before any P&C work can be done all switching, clearing, and tagging to be performed by others.

SECTION 00 42 20 - PROPOSED SUBCONTRACTORS
CITY OF STURGIS, MICHIGAN – ELECTRIC DEPARTMENT

List the name and address of all subcontractors who will perform work in relation to this contract:

Subcontractor

Work

None

NOTE: Failure to complete this list may result in rejection of bid. Statements such as “to be determined” are not acceptable.

CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:

(Name, legal status and address)

Kent Power Inc
7800 Childsdale Avenue
Rockford MI 49341

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place
of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

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

OWNER:

(Name, legal status and address)

City of Sturgis
130 N Nottawa
Sturgis MI 49091

BOND AMOUNT: Five percent of the accompanying bid (5%)

PROJECT:

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

Distribution & Substation Addition - Sturgis MI

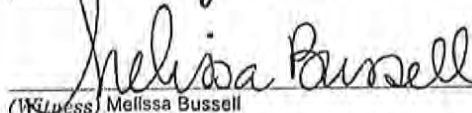
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

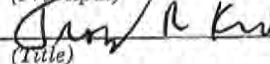
Signed and sealed this 8th day of June, 2020.


(Witness)


(Witness) Melissa Bussell

Kent Power Inc

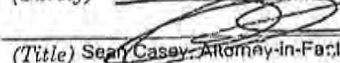
(Principal)


(Title)

(Seal)

Western Surety Company

(Surety)


(Title) Sean Casey, Attorney-in-Fact

(Seal)

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tammy Vander Stelt, Randall Phelps, Sean Casey, James McKinley, John B Rogers, Kateri Ann Schutt, John Banovetz, Dean Roberts, Individually

of Grand Rapids, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of March, 2020.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of March, 2020, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of June, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.