



**AGENDA**  
**CITY COMMISSION MEETING**  
**MONDAY, DECEMBER 21, 2020**  
**ELECTRONIC**

**Members of the public can attend online at:**

<https://us02web.zoom.us/j/87028479259>

OR by calling in to 1-312-626-6799 and using the Webinar ID: 870 2847 9259

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

<https://youtu.be/9mabysrh1Bk>

**REGULAR MEETING 6:00 P.M.**

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION – Pastor Cal Kolzow, Trinity Lutheran Church
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
  - A. Distributed Energy Resource Rider – John Griffith
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. Pleasant Avenue Sidewalk Special Assessment Public Hearing – Barry Cox
  - B. St. Joseph Street Reconstruction Design Proposal – Barry Cox
  - C. Energy Waste Reduction Program Continuation – John Griffith
  - D. Grant Writer Agreement – Michael Hughes
  - E. COVID-19 Paid Leave Time – Michael Hughes
  - F. Library Board Appointment – Kenneth Rhodes
  - G. Set 2021 Commission Meeting Dates – Kenneth Rhodes
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

## **CONSENT AGENDA**

**8A. Action of Minutes of Previous Meetings**

APPROVE the minutes from the December 9, 2020 regular meeting as presented.

**8B. Pay Bills**

AUTHORIZE the payment of the City bills in the amount of \$1,576,955.57 as presented.

**8C. City Subdivision II Easements**

APPROVE the Declaration of Easement for City Subdivision II as presented.

**8D. PILOT Agreement Amendments Second Reading**

CONSIDER this the second reading of and APPROVE an amendment to the City Code of Ordinances, Chapter 2, Sections 2-307 and 2-308 pertaining to the date of automatic repeal of the tax exemptions for St. Joseph Street Lofts and Monroe Street Lofts as presented effective January 15, 2021.

# Manager's Report

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DECEMBER 21, 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. Presentations**

### **A. Distributed Energy Resource Rider**

**Staff: John Griffith**

At the May 13, 2020 City Commission Meeting, a team of Sturgis High School students asked the City Commission to consider developing a net metering program. At its August 26, 2020 meeting, the Commission received a Value of Solar report from Chris Lund, Utility Financial Solutions. Based on Mr. Lund's report, the Commission, by consensus, agreed to continue policy development.

Included your packet is the draft Distributed Energy Resource (DER) Rider that was developed in response to these presentations. The Rider addresses customer owned solar generation that is located on the customer's side of the meter. This is known as Behind the Meter Generation, or BTMG.

As drafted, the Rider is available to any customer meeting the requirements of the Rider and the City's Distributed Energy Resource documents adopted on September 23, 2020. The Electric Department is presenting this draft as the first step in the adoption process. The Electric Department will place the final Distributed Energy Resource Rider on the agenda in early 2021 for Commission consideration and adoption.

#### Included in your packet:

1. Draft Distributed Energy Resource Rider

## 8. Consent Agenda

### Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for December 21, 2020 as presented.

### Staff Recommendation:

**APPROVE**

#### **8A. Action of Minutes of Previous Meetings**

##### Consent Agenda Motion:

*APPROVE the minutes from the December 9, 2020 regular meeting as presented.*

#### **8B. Pay Bills**

##### Consent Agenda Motion:

*AUTHORIZE the payment of the City bills in the amount of \$1,576,955.57 as presented.*

#### **8C. City Subdivision II Easements**

In December 2017, City staff became aware of an issue with the easements established in the Sturgis City Subdivision #2 plat. There are phone, cable television, and electric facilities located along the back of numerous lots within the plat, but no easement for these utilities were established when the plat was approved. A 30-foot-wide private sewer easement is shown along the entire west side of the plat (see attached map). This easement was established for water, sanitary, and storm facilities. In addition, the 15-foot private easements for public utilities established along the front of all the lots in the plat do not extend into the 30-foot private sewer easement, based on the dashed easement lines on the plat.

In 2018 and 2019 staff brought easements to the Commission for lots owned by the City, which the Commission approved. Recently, additional lots have reverted to the City's control that require these easements.

Legal descriptions have been created for each of the lots where a 10 foot (back lot) or 15 foot (front lot) private easement for public utilities needs to be established. Lots 29, 30, & 31 identified on the City Sub map included in your packet indicate where easements are currently needed. Staff is requesting the approval of this easement declaration while they are owned by the City.

Consent Agenda Motion:

*APPROVE the Declaration of Easement for City Subdivision II as presented.*

Included in your packet:

1. Declaration of Easement 12.10.20\_Lots 29 30 31
2. City Sub Lot Map (updated 12-10-20)
3. Sturgis City Sub #2 Plat

**8D. PILOT Agreement Amendments Second Reading**

Earlier this year the City Commission approved tax exemptions and payments in lieu of taxes (PILOTs) for the St. Joseph Street Lofts and Monroe Street Lofts projects. The proposed St. Joseph Street Lofts project is a 45-unit income-based apartment building proposed by Spire Development. The project would be located at 303 St. Joseph Street, the former Paramount Furniture Company site. The proposed Monroe Street Lofts project a 40-unit income-based senior apartment building and includes 1,682 square feet of retail space on the ground floor. The project proposed by TWG Development and would be located at 200 E. Chicago Rd, the former Arkwright's site.

Both projects sought and continue to seek funding through the Michigan Housing Development Authority's (MSHDA) Low Income Housing Tax Credit (LIHTC) program. The LIHTC program competitively awards tax credits to affordable housing projects based on a number of factors. The projects each

submitted for LIHTCs in MSHDA's only funding round of 2020 and both projects closely missed out on funding. After speaking with each developer, City staff understands that both intend to resubmit in the February 2021 funding round.

The PILOT Ordinances for the projects were written with an automatic repeal date of February 28<sup>th</sup>, 2021. The next funding round has a deadline of February 2021 and MSHDA's decision on funding will not be announced until sometime in April. Staff is recommending an amendment to the PILOT ordinance sections for both projects, changing the date of automatic repeal from February 28<sup>th</sup> 2021 to August 31<sup>st</sup>, 2022. The Commission considered a first reading of the amendment at their December 9<sup>th</sup> meeting.

*Consent Agenda Motion:*

*CONSIDER this the second reading of and APPROVE an amendment to the City Code of Ordinances, Chapter 2, Sections 2-307 and 2-308 pertaining to the date of automatic repeal of the tax exemptions for St. Joseph Street Lofts and Monroe Street Lofts as presented effective January 15, 2021.*

Included in your packet:

1. Ordinance Amendments

## **10. New Business**

### **A. Pleasant Avenue Sidewalk Special Assessment Public Hearing**

**Staff: Barry Cox**

#### **OPEN PUBLIC HEARING**

The City of Sturgis Engineering Department initiated a Sidewalk Special Assessment District (#2020-01) to repair sidewalks in conjunction with the Pleasant Avenue Reconstruction Project. Assessment District #2020-01 was established by the City Commission at the March 11, 2020 City Commission meeting. The sidewalks have been repaired and the costs identified for the properties within Assessment District 2020-01. The proposed final sidewalk assessment roll is included in your packet. The preliminary assessment roll estimated a cost of \$8.00 per square foot. The final cost was \$4.93 per square foot. A letter has been sent to each owner of the properties listed in the roll notifying them of the Public Hearing and the proposed final cost.

#### **CLOSE PUBLIC HEARING**

##### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Special Assessment Roll #2020-01 as presented.**

##### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the spread of Special Assessment Roll #2020-01 by the City Clerk and SET/NOT SET the interest rate of sidewalk assessments at five percent over a five-year period.**

##### **Staff Recommendation:**

**APPROVE, APPROVE and SET**

##### **Included in your packet:**

1. Assessment Roll #2020-01



## **10. New Business**

### **B. St. Joseph Street Reconstruction Design Proposal**

**Staff: Barry Cox**

City staff is working to have project designs for future utility and street improvements completed earlier than in previous years. St. Joseph Street reconstruction and utility improvements are listed in FY 2020-2021 six-year capital and extraordinary expense budget for completion in FY 2021-2022. This capital budget includes proposed funding for reconstruction of St. Joseph Street from N. Centerville to N. Clay St.

Staff is proposing design engineering for St. Joseph Street be completed now to afford enough time for design and permitting, as well as provide ample time to address any railroad improvements mandated by a Michigan Department of Transportation Rail Section review. The goal is to bid the St. Joseph Street project next fall.

Included in your packet is a proposal for professional services from Fishbeck for design phase services for the St. Joseph Street project. The design proposal is for the entire length of St. Joseph Street, from N. Centerville to N. Nottawa. Staff is proposing to design the entire length of St. Joseph Street despite budgeting for only a portion of the street to be reconstructed. Completing design on the entire length will be more efficient and allow reconstruction to happen quickly when funds are available. Staff also intends to reconsider the scope of the St. Joseph Street project as part of the FY 2021-2022 budget process and consider expanding it to include the entire street if funding allows.

While street engineering services are typically contracted with Fleis & VandenBrink, high workloads and long lead times have led City staff to recommend dispersing some of the engineering workload to keep the City on target for future projects. City staff has been pleased with Fishbeck's work on the recent brick street projects and recommend that Fishbeck complete the design and eventual construction engineering for the St. Joseph Street project.

The proposal is for an amount not-to-exceed \$118,490. Project design for St. Joseph Street was not included in the FY 2020-2021 budget, however the budgeted amounts for the W. Congress road construction appear to have been conservative compared to the most recent expected construction costs, providing available funds to cover this design work.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Professional Services Agreement with Fishbeck, Inc. for design phase services for the St. Joseph Street Reconstruction Project in the amount of one hundred eighteen thousand, four hundred ninety dollars (\$118,490.00) and AUTHORIZE/NOT AUTHORIZE City Manager Michael Hughes to sign all necessary documents.**

**Staff Recommendation:**

**APPROVE and AUTHORIZE**

**Included in your packet:**

1. Professional Services Agreement

## 10. New Business

### C. Energy Waste Reduction Program Continuation

**Staff: John Griffith**

Public Act 342 (PA 342) was signed into law by Governor Snyder on December 21, 2016. PA 342 supersedes Public Act 295 that was signed into law by Governor Granholm on October 6, 2008. PA 342 mandates certain energy efficiency and renewable energy goals.

The City has met the requirements of the law through a number of programs administered by Franklin Energy, a contractor of the City. Programs include:

- Energy rebates for residential customers when they purchase certain energy-saving products or equipment including appliances, electronics, programmable thermostats, or and furnaces.
- Energy rebates for commercial and industrial customers when they invest in energy-saving upgrades to things like lighting, HVAC controls, mechanical systems, commercial kitchen equipment, and the like.
- Rebates for LED lightbulb purchases and free lightbulb kits for residential customers.

These programs are funded by an energy waste reduction surcharge placed on all municipal electrical bills. For the current year, this surcharge is \$0.00091 / kilowatt hour (kWh) for residential customers and is a fixed monthly charge for commercial and industrial customers that varies based on their rate class.

As written, PA 342 will sunset on December 31, 2021. There has been no activity in the Michigan legislature to extend or replace it. The Michigan Public Power Agency (MPPA) is contacting members to see if there is interest in extending the program absent legislation. If there is sufficient interest, MPPA would issue an RFP and develop more details on the proposed services and cost of a program.

There is no commitment at this time and City staff is looking for Commission direction to provide the MPPA regarding the City's interest in looking at continuation of an energy efficiency program.

## 10. New Business

### D. Grant Writer Agreement

**Staff: Michael Hughes**

The City of Sturgis, City of Three Rivers, Three Rivers Area Community Foundation and Sturgis Area Community Foundation (SACF) entered into a Memorandum of Understanding for a Shared Grant Writer Position in 2018. In summary, the grant writer is employed by the City of Three Rivers and each of the partners contributed financially to the position and related expenses. The partnership has worked well over the past couple of years.

James Hisson, the current grant writer, approached the funding entities about starting his own grant writing consulting business, Grantsmanship Consulting, and developing a new format for providing grant writing services to the partners. He proposed a couple of options that are general consulting contracts. The projected cost of both options are expected to be similar to the current financial contributions.

The two options are a fee-based or retainer structure. The retainer structure is designed to be a less expensive hourly rate, but provides a stable revenue stream for Grantsmanship Consulting. The retainer agreement is included in your packet for review. Note that the retainer amount, \$2,925, is based on \$45 per hour at 65 hours per month and any additional hours at \$45 per hour. The straight fee-based option is \$50 per hour with advance purchase of 60 hours at a time. City staff recommends the retainer structure, however will review periodically to ensure that hours for services are used.

I've also had discussions with the SACF about continuing our partnership to fund grant writing services. The SACF has indicated that they desire to continue partnering and providing funding. As you may recall, the SACF's funding contribution is \$15,000 per year. This helps fund community grant writing activity through the City of Sturgis and specific grant writing services for the SACF as an organization.

The City Attorney has also drafted a Termination Agreement for the current Memorandum of Understanding. After review and consultation with the City Attorney, City Staff recommends approval of the Termination Agreement, the Grant Writer Funding Memorandum of Understanding with the SACF, and the Grantsmanship Consulting LLC and City of Sturgis Contract/Letter of Agreement.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Termination of Shared Grant Writer Memorandum of Understanding as presented.**

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Grant Writer Funding Memorandum of Understanding with the Sturgis Area Community Foundation as presented.**

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Grantsmanship Consulting LLC and City of Sturgis Contract/Letter of Agreement as presented.**

**Staff Recommendations:**

**APPROVE, APPROVE, and APPROVE**

**Included in your packet:**

1. Grant Writer Agreement - Retainer Structure
2. Termination of Shared Grant Writer MOU
3. Grant Writer Funding MOU with the SACF

## 10. New Business

### E. COVID-19 Paid Leave Time

**Staff: Michael Hughes**

From mid-March until near the end of May, the City, like many government agencies and businesses, had to drastically change operations to respond to the threat of COVID-19 and the workplace restrictions put in place by the State of Michigan.

Like most local governments, essential employees had altered work schedules which varied by department, number of employees per department, and specific duties. This included staggered staffing rotations or some time spent working from home. During this time, there was a significant disparity in how many hours employees were working versus getting paid and also whether they were working remotely or required to work onsite. At the time these measures were necessary to preserve continuity of services and to protect critical infrastructure, particularly in context of our collective lack of understanding of the virus.

During that period some municipal and private sector employers provided essential workers with additional compensation in the form of one-time payouts, additional paid leave time, or other compensation. At the time, I discussed this issue and the idea of providing additional paid leave time with the City Commission; my preference was to take a measured approach to understand how COVID-19 would further impact the City and its employees as well as observe how Federal Hazard Pay for First Responders would be administered. Later, as you know, first responders (eligible police and fire employees) received \$1,000 each from the First Responder Hazard Pay Premiums Program (FRHPPP) distributed through the Michigan Department of Treasury from the federal CARES Act. This hazard pay recognized the additional exposure risk inherent in the job duties of these positions.

Now that there has been time to process the issue, I remain concerned with reconciling the disparity in hours worked and recognizing those employees that were required to work onsite during this uncertain and anxious time. As is

expected, our employees did their jobs and worked through an anxious and difficult period.

In recognition of this dedication and disparity of working conditions, I am recommending additional paid leave time for those hourly employees that were required to report in-person from March 16th to May 25th. I am proposing a formula based on hours worked on-site – 4 hours of paid leave time for every 40 hours worked during this period. As an example, if an employee worked 40 hours per week working during the entire time period, they would receive 44 hours of additional paid leave time.

I believe this formula is the fairest way to provide a benefit given the variation between departments and employee duties. During this time period we requested hourly employees segregate their time into three categories; hours worked at home, hours not worked and hours worked onsite. Again, the additional paid leave calculation would be based on hours worked onsite.

Salary employees create a unique challenge because their hours are tracked differently. For salaried employees, I recommend providing 16 hours of paid leave for those that worked more than 50% onsite during the same time period. As City Manager, I prefer to be excluded from this benefit.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the COVID-19 Paid Leave time policy as presented.**

**Staff Recommendation:**

**APPROVE**

## **10. New Business**

### **F. Library Board Appointment**

**Staff: Kenneth Rhodes**

Included in your packet are three applications for the Sturgis District Library Board vacancy.

**Proposed Motion:**

**Move that the Sturgis City Commission APPOINT \_\_\_\_\_ to the Sturgis District Library to fill the unexpired term of Carol Wallman through May 2022.**

**Included in your packet:**

1. Board Applications



## **10. New Business**

### **G. Set 2021 Commission Meeting Dates**

**Staff: Kenneth Rhodes**

Included in your packet is a memo from Clerk/Treasurer Ken Rhodes regarding the City Commission meeting schedule for 2021. The City is required to publish the regular meeting schedule in the paper at the beginning of each year. Staff recommends publishing that the meetings will be held on the 2nd and 4th Wednesday in the Wiesloch Raum with the assumption that we will get back to that schedule at some point during the year. The Michigan Legislature extended the allowance of virtual meetings through the end of March. When in person meetings begin again, we may start at the Auditorium before returning to the Wiesloch Raum when social distancing measures are not required. We will provide proper notice for each meeting that differs from our regular schedule.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the 2020 Commission Meeting schedule as presented.**

**Staff Recommendation:**

**APPROVE**

**Included in your packet:**

1. Commission Meeting Date Memo

## Noteworthy Meetings / Events

- SABEA Board Meeting | December 7<sup>th</sup>
- Zoning Board of Appeals Meeting | December 8<sup>th</sup>
- Exchange Club Salvation Army Bell Ringing | December 10<sup>th</sup>
- Rural Transmission Line Virtual Presentation | December 16<sup>th</sup>
- St. Joseph County Brownfield Redevelopment Authority Board Meeting | December 17<sup>th</sup>

## Upcoming Events

- City Commission Meeting | Monday, December 21<sup>st</sup>
- City Offices Closed for Christmas | December 24<sup>th</sup>-25<sup>th</sup>
- City Offices Closed for New Year's | January 1<sup>st</sup>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 5A**



**AVAILABILITY:**

This Rider can be attached to any metered tariff, excluding riders, unless otherwise noted on the applicable metered tariff.

The Distributed Generation Program is voluntary and available on a first come, first served basis for new customer participants or existing customer participants increasing their aggregate generation. The Distributed Generation Program size is equal to 1.0% of the City's peak load for Full-Service customers during the previous 5 calendar years.

**CHARACTER OF SERVICE:**

As specified under the applicable tariff.

**DISTRIBUTED GENERATION DEFINITIONS**

- (1) A Category 1 distributed generation customer has one or more Eligible Electric Generators with a maximum aggregate nameplate capacity of 20 kW that use equipment certified by a nationally recognized testing laboratory to IEEE 1547-2018 testing standards, complies with UL 1741-SA, are located on the customer's premises, and are metered at a single point of contact.
- (2) A Category 2 distributed generation customer has one or more Eligible Electric Generators with an aggregate nameplate capacity greater than 20 kW but less than 150 kW that use equipment certified by a nationally recognized testing laboratory to IEEE 1547-2018 testing standards, complies with UL-1741-SA, are located on the customer's premises, and are metered at a single point of contact.
- (3) Eligible Distributed Electric Generator – a renewable energy system(s) generating, in aggregate, the lesser of (a) 100% of the customer's average annual kWh usage before solar (net zero), or (b) 100% of a customer's peak demand before solar and (c) does not exceed 150 kW of aggregate generation at a single site.
- (4) Inflow – the metered delivery of capacity (kW) and energy (kWh) by the City to the customer during the billing month.
- (5) Outflow – the metered delivery of capacity (kW) and energy (kWh) by the customer's Renewable Energy Resource not used on site and exported to the City during the billing month.
- (6) Renewable Energy Resource – a resource that uses the sun to generate energy (kWh) and capacity (kW).

**CUSTOMER ELIGIBILITY:**

In order to be eligible to participate in the Distributed Generation Program, customers must generate a portion or all of their own retail electricity requirements with an Eligible Electric Generator which utilizes a Renewable Energy Resource, as defined above.

A customer's eligibility to participate in the Distributed Generation Program is conditioned on the full satisfaction of any payment term or condition imposed on the customer by existing contracts or tariffs, including those imposed by participation in the Distributed Generation Program, or the City's Terms and Conditions for Utility Service.

**CUSTOMER BILLING:**

The customer will be billed according to their retail tariff plus surcharges and other factors for the metered Inflow during the billing period.

- (1) Category 1 Distributed Generation customers will be metered and billed based on the net billing approach described in Appendix A.
- (2) Category 2 Distributed Generation customers will be metered and billed based on the Buy All Sell All approach described in Appendix B.
- (3) Fixed Array energy (avoided cost) will be credited at \$0.04731 per kWh
- (4) Single Axis Array energy (avoided cost) will be credited at \$0.05045 per kWh

These credits may be reviewed and adjusted as determined by the City.

**APPLICATION FOR SERVICE:**

In order to participate in the Distributed Generation Program, a customer shall submit a completed DER Interconnection Application Form to the Sturgis Electric Department.

If a customer does not act on the application within 6 months, the application may be considered void by the City.

**GENERATOR REQUIREMENTS:**

The Eligible Electric Generator(s) must be located on the customer's premises, serving only the customer's premises, and must be intended to offset all or part of the customer's electrical requirements.

Systems shall not to exceed the customer's self-service needs of the tariff to which this Rider is attached. The customer's requirement for electricity shall be determined by the customer's annual energy usage, measured in kWh, during the previous 12-month period.

### **GENERATOR INTERCONNECTION REQUIREMENTS:**

The City must approve in writing any subsequent changes in the interconnection configuration before such changes are implemented. Operating in parallel with the City's system without the City's written approval of the interconnection and written approval of any subsequent changes to the interconnection will subject the Customer's equipment to disconnection.

### **METERING REQUIREMENTS**

Metering requirements shall be specified by the City. All metering must be capable of measuring and recording all inflow, outflow, and other parameters necessary under the customer's tariff.

### **DISTRIBUTION LINE EXTENSION AND/OR EXTRAORDINARY FACILITIES:**

The City reserves the right to make special contractual arrangements with Distributed Generation Program customers whose utility service requires an investment in electric facilities as described in the City's Line Extension Policy.

### **CUSTOMER TERMINATION FROM THE DISTRIBUTED GENERATION PROGRAM:**

A participating customer may terminate participation in the City's Distributed Generation Program at any time for any reason on sixty days' notice. In the event that a customer who terminates participation in the Distributed Generation Program wishes to re-enroll, that customer must reapply as a new program participant, subject to program size limitations, application queue and application fees.

The City may terminate a customer from the Distributed Generation Program if the customer fails to maintain the eligibility requirements, fails to comply with the terms of the interconnection and parallel operation agreement, or if the customer's facilities are determined not to follow technical, engineering, or operational requirements suitable for the City's distribution system. The City will provide sixty days' notice to the customer prior to the termination from the Distributed Generation Program, except in situations the City deems dangerous or hazardous. Such notice will include the reason(s) for termination.

### **CITY TERMINATION OF THE DISTRIBUTED GENERATION PROGRAM:**

City termination of the Distributed Generation Program may occur upon approval of the Sturgis City Commission.

Upon customer termination from the Distributed Generation Program, any existing Outflow credit on the customer's account will be applied to the power supply component and PSCR components of the customer's future bills for customers who remain in the residence. Outflow credit will be refunded to customer who do not remain in the residence. Distributed Generation Program credit in non-transferrable.

### **RENEWABLE ENERGY CREDITS:**

Renewable Energy Credits (RECs) are owned by the customer. The City may enter into a separate agreement with the customer for the purchase of any RECs.

DRAFT



## **APPENDIX A**

### **CATEGORY 1 – NET BILLING**

Under the Net Billing scenario, the Customer is billed on all inflow at the applicable retail tariff. The City credits the Customer for all outflow at the avoided cost. Net Billing requires a single bi-directional meter with dual registers to separately record inflows and outflows.

DRAFT

## **APPENDIX B**

### **CATEGORY 2**

Under the Buy All Sell All scenario the Customer is billed for their total consumption at the applicable retail tariff. Total consumption is the sum of electricity inflow, plus the total electricity produced by the Customer from the Eligible Distributed Electric Generator(s). The City will credit the Customer for all of the Eligible Distributed Electric Generator(s) production. Buy All Sell All requires two meters.

DRAFT

**APPENDIX C**  
**TECHNICAL SPECIFICATIONS**

Application

Interconnection and Operating Agreement

Interconnection Study Agreement

Technical Standards Manual (TSM)

Fast Track Screening Questions

DRAFT

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8A**



**REGULAR MEETING - STURGIS CITY COMMISSION  
WEDNESDAY, DECEMBER 9, 2020  
ELECTRONIC/VIRTUAL**

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 Cal Kolzow, Trinity Lutheran Church

Commissioners present: Bir, Klinger, Wickey, Malone, Smith, Littman, Good, Vice-Mayor Mullins, Mayor Hile  
Commissioners absent: None

Also present: City Attorney, City Manager, Assistant City Manager, Deputy Public Safety Director, Community Development Director, City Engineer, City Controller, City Clerk

Kelly Hostetler, Executive Director of the St. Joseph County United Way, drew the winning ticket for the City of Sturgis Christmas Cash Raffle. The winning ticket was won by Gwen Donmyer in the amount of \$3,740.00.

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

**Voting yea: Eight      Voting nay: None      Absent: Wickey      MOTION CARRIED**

Moved by Comm. Klinger and seconded by Comm. Littman to approve the Consent Agenda of December 9, 2020 as presented.

**8A. Action of Minutes of Previous Meetings**

APPROVE the minutes from the November 9, 2020 organizational meeting as presented.

APPROVE the minutes from the November 23, 2020 regular meeting as presented.

**8B. Pay Bills**

AUTHORIZE the payment of the City bills in the amount of \$1,038,322.65 as presented.

**8C. MPPA Member Authorized Representative and Alternate Designations**

ADOPT the resolution appointing Joshua Czajkowski as the MPPA Member Authorized Representative, Holly Keyser as the First Alternate and Michael Hughes as the Second Alternate as presented.

**8D. DDA Budget Amendment**

APPROVE amendments to the DDA Fiscal Year 2020-2021 budget increasing revenue by six thousand four hundred fifty-eight dollars (\$6,458.00) and expenditures by ten thousand five hundred forty-four dollars (\$10,544.00) as presented.

**Voting yea: Eight      Voting nay: None      Absent: Wickey      MOTION CARRIED**

City Engineer Barry Cox provided information on the task order for reconstruction of a portion of West Congress Street. Discussion followed.

Moved by Comm. Good and seconded by Comm. Littman to approve Task Order #95 with Fleis and VandenBrink Engineering, Inc. for preliminary design, final design, and bidding services on the W. Congress Street Utilities & Street Project in the amount of forty-seven thousand five hundred dollars (\$47,500.00).

**Voting yea: Eight      Voting nay: None      Absent: Wickey      MOTION CARRIED**

Community Development Director Will Prichard provided details on a proposed amendment related to accessory buildings and structures. Discussion followed

Moved by Comm. Malone and seconded by Comm. Smith to consider this the second reading of and approve an amendment to the City of Sturgis Zoning Ordinance Section 1.1105, Accessory Buildings, Structures and Uses as presented effective January 1, 2021.

**Voting yea: Eight      Voting nay: None      Absent: Wickey      MOTION CARRIED**

**AMENDMENT TO ZONING ORDINANCE  
PERTAINING TO ACCESSORY BUILDINGS, STRUCTURES AND USES**

An Ordinance to amend Appendix A-Zoning of the Ordinances of the City of Sturgis pertaining to accessory buildings, structures and uses.

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 amend the Zoning Ordinance with respect to accessory buildings, structures and uses.

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan ordains upon Resolution duly made and approved:

Appendix A-Zoning of the Ordinances of the City is hereby modified as follows, effective as of January 1, 2021:

**Article XI.-General Provisions**

**1.1105 Accessory buildings, structures and uses.**

(A) Accessory building or accessory structures in any district.

- (1) No accessory building or accessory structure may be permitted on a lot which does not contain a principal use or principal building.
- (2) No accessory building or accessory structure shall be placed in any required front or side yard.
- (3) Accessory buildings shall be no closer than ten feet to any other building on the same lot unless:
  - i. A one hour fire separation is provided as per the Michigan Building Code between the accessory building and other buildings.
  - ii. It is one of the following:
    - a. Dog houses.

- b. Pergolas.
    - c. Play houses.
    - d. Pump houses.
    - e. Accessory buildings similar to the above.
  - iii. It is an accessory building 200 square feet or less; in this case it shall be a minimum of three feet from any other building on the same lot.
  - iv. As specified elsewhere in the zoning ordinance or city code of ordinances.
- (4) Swimming pools shall be no closer than 10 feet to any building on the same lot unless:
- i. It is one of the following:
    - a. Dog houses.
    - b. Pergolas.
    - c. Play houses.
    - d. Pump houses.
    - e. Accessory buildings similar to the above.
- (5) An accessory building or accessory structure 200 square feet or less located in a rear yard shall not be closer than three feet to any lot line unless specified elsewhere in the zoning ordinance or city code of ordinances; accessory buildings or accessory structures greater than 200 square feet located in a rear yard shall be no closer than ten feet to any lot line unless specified elsewhere in the zoning ordinance or city code of ordinances.
- (6) Residential kennels shall be no closer than six feet to the principal building on the same lot and no closer than six feet to the lot line.
- (B) Accessory building or accessory structures in a residential district. In addition to the requirements of subsection (A) of this section, the following restrictions shall apply to accessory buildings or accessory structures in residential districts.
- (1) Accessory buildings or accessory structures shall not exceed 14 feet in height with the exception of satellite systems, antenna systems, solar panels, wind generators or similar structures. If these structures are installed as a stand-alone structure, they shall not exceed 20 feet in height. If these structures are installed atop a building or structure, they shall not exceed the maximum height as per table 1.0501.- Table- Schedule of Regulations.
  - (2) A private garage or a portion thereof may be rented or leased for not more than two motor vehicles, of the noncommercial type, to persons not residing in the dwelling on the lot.
  - (3) The total square footage of all accessory buildings shall not exceed the square footage of the ground or first floor area of the principal building including an attached garage with a foundation and roof.
  - (4) When an accessory building in any residential district is intended for other uses than the storage of private motor vehicles, the uses proposed for the accessory building must be compatible with the uses permitted within the subject district.



- (5) Accessory buildings exceeding 200 square feet must be provided with exterior finish materials similar to the principal building on the lot. Examples include roofing and siding materials. These items shall be of the same or similar, compatible colors to the principal building. An alternate roofing or siding material may be substituted if the color(s) is compatible with the principal building. They shall be built with architecture and materials that reasonably compliment the architecture and materials of the dwelling.
- (6) Canopy and tarp like structures are not permitted unless used as outdoor furniture. These items may be used from the months of April through October if maintained in good condition and used in the manner they were designed.
- (7) Dog houses shall not exceed six feet in height and 20 square feet in area.
- (8) There shall be no more than two accessory buildings on any one parcel excluding play houses, dog houses, or buildings of similar uses.
- (9) If a lot area exceeds 125% of the minimum lot size required in the district, a property owner may request consideration from the Planning Commission for additional accessory building square footage greater than what this Zoning Ordinance allows, subject to the following conditions:
  - i. The request and review by the Planning Commission shall follow the requirements of section 1.0602 of this Zoning Ordinance.
  - ii. The maximum lot coverage for accessory structures shall not exceed 10% of the total lot area.
  - iii. All other standards pertaining to accessory structures, as outlined in this section, shall apply unless approved by the Planning Commission.

(C) Repair of vehicles in residential districts.

- (1) A resident may repair vehicles of the resident on the property of the resident's dwelling unit; however, in no instance shall a resident repair the vehicles of other than a resident of the dwelling unit on said property and such repair shall be conducted in not to exceed seven consecutive days in any 30-day period.

Mr. Prichard also provided details on a proposed amendment related to retail use in a manufacturing district. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Mullins to consider this the second reading of and approve an amendments to the City of Sturgis Zoning Ordinance Sections 1.0410 – Manufacturing and 1.0603 – Special Land Use Designated pertaining to stores for retail and retail services in the Manufacturing district as presented effective January 1, 2021.

**Voting yea: Eight**

**Voting nay: None**

**Absent: Wickey**

**MOTION CARRIED**

AMENDMENT TO ZONING ORDINANCE  
PERTAINING TO SPECIAL LAND USE DESIGNATION OF STORES FOR RETAIL AND  
RETAIL SERVICES

An Ordinance to amend Appendix A-Zoning of the Ordinances of the City of Sturgis pertaining to the special land use designation of Stores for Retail and Retail Services.

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 amend the Zoning Ordinance with respect to the designation of Stores for Retail and Retail Services as a special land use.

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan ordains upon Resolution duly made and approved:

Appendix A-Zoning of the Ordinances of the City is hereby modified as follows, effective as of January 1, 2021:

**1.0410. – M Manufacturing.**

(C) Special Land Uses.

...

(19) Stores for retail and retail services.

**1.0603 Special land use designated.**

...

(TT) Stores for retail and retail services.

(1) The retail use must be a minimum of 5,000 square feet.

(2) The retail use must be co-located with another permitted or special land use on the site. This can be a portion of one building on the property or a separate building on the property.

(3) The retail use shall only occupy a maximum of 30% of the total floor area of the building in which the use will be located if the uses are grouped in the same building, or 30% of the total floor area of all buildings on the property, if located in a separate building.

(4) Off-street parking shall be provided in accord with article IX [of this zoning ordinance] and shall be provided in designated off-street parking areas within 300 feet of the portion of the building in which they serve.

(5) The retail use shall comply with signage requirements for the B-H 2 zoning district as specified in 1.1008

Mr. Prichard also provided details on a proposed amendment related to two family dwellings. Discussion followed.

Moved by Comm. Malone and seconded by Comm. Littman to consider this the second reading of and approve an amendments to the City of Sturgis Zoning Ordinance Sections 1.0403 – R-3 Residential and 1.0603 – Special Land Use Designated pertaining to two-family dwellings as presented effective January 1, 2021.

**Voting yea: Six      Voting nay: Good, Smith      Absent: Wickey      MOTION CARRIED**

**AMENDMENT TO ZONING ORDINANCE  
PERTAINING TO SPECIAL LAND USE AMENDMENT OF TWO-FAMILY DWELLING  
REQUIREMENTS**

An Ordinance to amend Appendix A-Zoning of the Ordinances of the City of Sturgis pertaining to the special land use amendment of Two-Family Dwelling requirements.

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 amend the Zoning Ordinance with respect to the special land use Two-Family Dwelling requirements.

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan ordains upon Resolution duly made and approved:

Appendix A-Zoning of the Ordinances of the City is hereby modified as follows, effective as of January 1, 2021:

**1.403 R-3 Residential.**

(C) Special Land Uses.

...

(6) Two-Family Dwelling.

**1.0603 Special land use designated.**

...

(B) Two-family dwelling. Two-family dwelling may be permitted as a special use under the following provisions and conditions.

(1) A lot area of not less than 10,000 square feet for each two-family dwelling shall be provided.

(2) A lot width of not less than 100 feet for each two-family dwelling shall be provided.

(3) Building setbacks and height requirements shall comply with the requirements for single-family dwellings as required for the R-3 district.

(4) All driveways and parking shall be solid surface with either 3" asphalt or 4" concrete. Each dwelling unit shall have two dedicated parking spaces and shall further comply with article IX of this zoning ordinance as applicable.

(5) Buildings shall be of substantially similar appearance as other residential buildings on adjacent properties and in the neighborhood or an adaptive reuse of a non-residential building.

Assistant City Manager Andrew Kuk provided information on an amendment to the recently approved payment in lieu of tax ordinances.

Moved by Comm. Klinger and seconded by Comm. Good to consider this the first reading of an amendment to the City Code of Ordinances, Chapter 2, Sections 2-307 and 2-308 pertaining to the date of automatic repeal of the tax exemptions for St. Joseph Street Lofts and Monroe Street Lofts as presented.

**Voting yea: Eight      Voting nay: None      Absent: Wickey      MOTION CARRIED**

City Manager Michael Hughes and St. Joseph County Drain Commissioner provided information on proposed improvements to the Nye Drain. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Smith to approve pre-paying the total assessment amount for the Nye Drain project in the amount of seventy-three thousand, three hundred and one dollars and fifteen cents (\$73,301.15) as presented.

**Voting yea: Eight      Voting nay: None      Absent: Wickey      MOTION CARRIED**

Moved by Comm. Klinger and seconded by Comm. Good to approve an amendment to General Fund expenditures of forty thousand dollars (\$40,000.00) for the Nye Drain project assessment as presented.

**Voting yea: Eight      Voting nay: None      Absent: Wickey      MOTION CARRIED**

Assistant City Manager Andrew Kuk provided information on outdoor downtown sales.

Moved by Comm. Klinger and seconded by Comm. Good to authorize City Staff to approve temporary outdoor retail sales areas in the B-C Zoning District and waive temporary business license requirements as presented through December 2020.

**Voting yea: Eight      Voting nay: None      Absent: Wickey      MOTION CARRIED**

The meeting was adjourned at 7:05 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				
12-11-2020	PR0545M	00061	CITY OF STURGIS PAYROLL	354,434.79
11-23-2020	T13288M	03173	FIFTH THIRD BANK	10,109.69
12-20-2020	T13289M	00197	CITY OF STURGIS UTILITIES	5,447.28
12-12-2020	T13290M	02909	CHARTER COMMUNICATIONS	570.36
12-21-2020	T13291M	04389	FRONTIER COMMUNICATIONS A	222.99
12-21-2020	T13292M	04389	FRONTIER COMMUNICATIONS A	209.80
12-26-2020	T13293M	00197	CITY OF STURGIS UTILITIES	2,785.09
12-26-2020	T13294M	00197	CITY OF STURGIS UTILITIES	23.92
12-22-2020	T13295M	03770	MICHIGAN GAS UTILITIES	1,004.92
12-17-2020	T13296M	03770	MICHIGAN GAS UTILITIES	180.56
12-17-2020	T13297M	03770	MICHIGAN GAS UTILITIES	736.66
12-03-2020	T13298M	00321	STATE OF MICHIGAN	6,998.00
12-22-2020	T13299M	03173	FIFTH THIRD BANK	15,069.48
12-12-2020	T13300M	00449	CENTURY BANK & TRUST	3,161.00
12-28-2020	T13301M	04389	FRONTIER COMMUNICATIONS A	44.10
12-28-2020	T13302M	04389	FRONTIER COMMUNICATIONS A	50.65
12-28-2020	T13303M	04389	FRONTIER COMMUNICATIONS A	203.99
12-28-2020	T13304M	04389	FRONTIER COMMUNICATIONS A	50.65
12-31-2020	T13305M	04389	FRONTIER COMMUNICATIONS A	103.65
12-14-2020	T13306M	05875	ALERUS FINANCIAL/MERS-STIPEND	300.00
12-28-2020	T13307M	03770	MICHIGAN GAS UTILITIES	206.20
12-28-2020	T13308M	03770	MICHIGAN GAS UTILITIES	1,212.65
12-28-2020	T13309M	03770	MICHIGAN GAS UTILITIES	78.83
12-25-2020	T13310M	04197	MI PUBLIC POWER AGENCY	9,771.33
12-23-2020	T13311M	03770	MICHIGAN GAS UTILITIES	293.45
12-14-2020	T13312M	04197	MI PUBLIC POWER AGENCY	203,158.04
12-08-2020	T13313M	04088	BLUE CROSS BLUE SHIELD OF MI	38,311.58
12-07-2020	T13314M	04197	MI PUBLIC POWER AGENCY	168,941.08
12-11-2020	T13315M	00512	CAMOCO FUEL SYSTEM	7,873.37
12-10-2020	T13316M	00181	GORDON FOOD SERVICE	2,921.39
11-25-2020	T13317M	05875	ALERUS FINANCIAL/MERS-STIPEND	300.00
11-30-2020	T13318M	04197	MI PUBLIC POWER AGENCY	173,910.51
12-11-2020	T13319M	00062	CITY OF STURGIS-EMPLOYEE INS	51,184.80
12-11-2020	T13320M	00063	CITY OF STURGIS TAX TRANSFER	19,764.90
12-11-2020	T13321M	04294	CITY OF STURGIS-BASIC/ST	146.30
12-11-2020	T13322M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,333.20
12-11-2020	T13323M	00064	INTL CITY MGMT ASSOC RETR CORP	7,236.78
12-11-2020	T13324M	00065	DOYLE MEMBERSHIP TRANSFER	2,806.50
12-11-2020	T13325M	05123	COMERICA BANK-INST TRUST SERV	33,664.11
12-11-2020	T13326M	03229	CITY OF STURGIS-WORKERS COMP	3,259.07
Automatic Checks				
12-21-2020	238676	00110	A & K PRINTING & POOLS	431.25
12-21-2020	238677	00066	ACTION QUICK PRINT PLUS	27.00
12-21-2020	238678	03921	AFFORDABLE EQUIPMENT AND	550.00
12-21-2020	238679	05634	AIMEE HURLBERT	15.00
12-21-2020	238680	00332	ALEXANDER CHEMICAL CORP	1,561.87
12-21-2020	238681	05861	ALRO STEEL	1,211.00
12-21-2020	238682	05224	ANIXTER POWER SOLUTIONS LLC	3,181.83
12-21-2020	238683	00624	AQUA BLAST CARWASH SYSTEMS INC	210.00
12-21-2020	238684	01947	AQUA-AEROBIC SYSTEMS INC	2,313.51
12-21-2020	238685	00688	ARNETTS LANDSCAPING & GARDEN	390.00

Date	Check#	Vendor	Vendor Name	Amount
12-21-2020	238686	03576	ARROW SERVICES INC	67.55
12-21-2020	238687	05865	ASH'S FAB LLC	2,375.00
12-21-2020	238688	00130	BANDHOLTZ PAINT MFG CO	58.40
12-21-2020	238689	04776	BARONE HARDWARE & AUTO	67.16
12-21-2020	238690	05634	BARRY COX	80.00
12-21-2020	238691	05640	BECKETT & RAEDER	312.50
12-21-2020	238692	05134	BETTY MILLS COMPANY INC	496.78
12-21-2020	238693	00072	BIRD SCHESKE REED &	12,373.55
12-21-2020	238694	00132	BOFA INC	1,333.00
12-21-2020	238695	00005	BOGEN CONCRETE INC	2,173.40
12-21-2020	238696	00006	BOLAND TIRE INC	2,530.28
12-21-2020	238697	05035	BP PRODUCTS NORTH AMERICA INC	9,427.85
12-21-2020	238698	02960	BRUSSEE/BRADY INC	26,035.00
12-21-2020	238699	01283	BYCE & ASSOCIATES INC	637.50
12-21-2020	238700	01383	C S RAYMER COMPANY INC	12,732.00
12-21-2020	238701	06100	CAMINO TECHNOLOGIES INC	10,000.00
12-21-2020	238702	06098	CAMPBELL MURCH MEMORIALS	360.00
12-21-2020	238703	05929	FACTUAL DATA	50.00
12-21-2020	238704	00691	CENTRAL MEAT MARKET	239.01
12-21-2020	238705	00691	CENTRAL MEAT MARKET	4,800.00
12-21-2020	238706	00691	CENTRAL MEAT MARKET	49.87
12-21-2020	238707	00315	CENTURYLINK	238.35
12-21-2020	238708	05634	CHRISTOPHER REYNIER	15.00
12-21-2020	238709	06096	CLARK FOOD SERVICE EQUIPMENT	209.45
12-21-2020	238710	04520	CMP DISTRIBUTORS CO	1,475.30
12-21-2020	238711	04859	COFESSCO FIRE PROTECTION LLC	270.96
12-21-2020	238712	06090	COLON COMMUNITY SCHOOLS	1,500.00
12-21-2020	238713	02213	COMPASS MINERALS	20,528.72
12-21-2020	238714	06092	COMPLETE METER SERVICE INC	1,442.56
12-21-2020	238715	06065	COOPER'S TRENCHING INC	1,400.00
12-21-2020	238716	06000	INDIANA EMERGENCY SERVICE	13,595.60
12-21-2020	238717	05863	COTTIN'S HARDWARE	213.84
12-21-2020	238718	05925	CREATIVE DINING SERVICES	4,098.28
12-21-2020	238719	00152	CULLIGAN WATER CONDITIONING	103.00
12-21-2020	238720	05634	DAVID KUNCE	15.00
12-21-2020	238721	01119	DAVID W LUDDERS	69.40
12-21-2020	238722	05634	DEBRA FARBER	15.00
12-21-2020	238723	00296	DEREK A WYER	13.06
12-21-2020	238724	05634	DIANE MUNN	80.00
12-21-2020	238725	05634	DOUGLAS SANDERSON	50.00
12-21-2020	238726	03095	MARY DRESSER	30.00
12-21-2020	238727	04638	DRIESEN & ASSOCIATES INC	1,960.00
12-21-2020	238728	03929	EMERGENCY MEDICAL PRODUCTS INC	531.24
12-21-2020	238729	04955	ENVIRO-CLEAN	6,808.58
12-21-2020	238730	05151	FAWN RIVER MECHANICAL LLC	10,527.00
12-21-2020	238731	01182	FIEBIG JEWELERS INC	400.00
12-21-2020	238732	04988	FIRST IMPRESSIONS	1,430.00
12-21-2020	238733	00013	FISHBECK THOMPSON	1,218.50
12-21-2020	238734	00460	FITNESS THINGS INC	390.00
12-21-2020	238735	05634	FLOYD D BONTRAGER	15.00
12-21-2020	238736	04389	FRONTIER COMMUNICATIONS A	43.21
12-21-2020	238737	03886	G & K GAS CORPORATION	18.86
12-21-2020	238738	02082	GECKO SECURITY LLC	190.00



Date	Check#	Vendor	Vendor Name	Amount
12-21-2020	238739	00183	W W GRAINGER INC	399.12
12-21-2020	238740	00041	GUADALUPE MUNOZ	31.00
12-21-2020	238741	01298	HAGEN CEMENT PRODUCTS INC	60.00
12-21-2020	238742	00296	HAYLEY J BAKER	8.06
12-21-2020	238743	00016	HICKMAN HOME IMPROVEMENT	7,200.00
12-21-2020	238744	05634	HOLLY FITTRO	15.00
12-21-2020	238745	00041	HUNTER HUTCHINSON	52.00
12-21-2020	238746	04922	HUTSON ASSESSING INC	4,550.00
12-21-2020	238747	03515	HYDROCORP	1,732.00
12-21-2020	238748	05171	STUART C IRBY CO	19,352.00
12-21-2020	238749	00296	JAMIE CAMPBELL	69.52
12-21-2020	238750	05634	JEFF WICKEY	50.00
12-21-2020	238751	05634	JOHN BUSH	30.00
12-21-2020	238752	05842	JOHN DEERE FINANCIAL	245.94
12-21-2020	238753	05634	JOHN WALSH	50.00
12-21-2020	238754	04426	K-TECH SPECIALTY COATINGS INC	5,834.94
12-21-2020	238755	00020	KENDRICK STATIONERS INC	858.29
12-21-2020	238756	00296	KERRY L WILLMS	11.24
12-21-2020	238757	05634	KRISTIN THOMPSON	50.00
12-21-2020	238758	00211	KROGER LIMITED PARTNERSHIP I	9.23
12-21-2020	238759	00216	LAWSON PRODUCTS INC	142.27
12-21-2020	238760	00394	LAWSON-FISHER ASSOCIATES PC	7,409.56
12-21-2020	238761	05818	LAZER EXPRESSIONS LLC	72.00
12-21-2020	238762	04335	LINCOLN FINANCIAL GROUP	96.78
12-21-2020	238763	00666	LOCKPORT TOWNSHIP TREASURER	2,689.98
12-21-2020	238764	05217	M&M LAW ENFORCEMENT SUPPORT	150.00
12-21-2020	238765	05634	MARIAN SMITH	50.00
12-21-2020	238766	00041	MAYRA RAMIREZ	41.00
12-21-2020	238767	00585	MI ASSOC OF CHIEFS OF POLICE	280.00
12-21-2020	238768	01760	MI STATE FIREMEN'S ASSN	75.00
12-21-2020	238769	05634	MICHAEL REID	15.00
12-21-2020	238770	05634	MICHELLE WILEY	80.00
12-21-2020	238771	00505	STATE OF MICHIGAN	5,500.00
12-21-2020	238772	00505	STATE OF MICHIGAN	1,650.00
12-21-2020	238773	00024	STATE OF MICHIGAN - MDOT	87,546.30
12-21-2020	238774	06026	MID-CITY SUPPLY CO INC	90.57
12-21-2020	238775	05634	MIKE THOMASMA	15.00
12-21-2020	238776	05541	MILLER, CANFIELD, PADDOCK	22,054.69
12-21-2020	238777	01596	MOTION INDUSTRIES INC	2,659.46
12-21-2020	238778	05102	McLEAN ENGINEERING CO	2,003.50
12-21-2020	238779	06069	NAPA AUTO PARTS	807.32
12-21-2020	238780	00255	NIBLOCK EXCAVATING INC	690.30
12-21-2020	238781	06061	ORNAMENTAL IRON OF KALAMAZOO	2,675.00
12-21-2020	238782	05671	PACE ANALYTICAL SERVICES LLC	381.00
12-21-2020	238783	05181	PEOPLEFACTS LLC	10.42
12-21-2020	238784	06093	PEPSI BEVERAGES COMPANY	498.85
12-21-2020	238785	02365	G PERSING INC	1,443.75
12-21-2020	238786	05042	PLANT GROWTH MANAGEMENT SYSTEM	2,885.75
12-21-2020	238787	00033	POSTNET POSTAL & BUSINESS	576.97
12-21-2020	238788	00485	POWER LINE SUPPLY	4,797.00
12-21-2020	238789	04481	PROF SPORTS SPECIFIC TRAINING	360.00
12-21-2020	238790	06099	R&R FIRE TRUCK REPAIR INC	825.97
12-21-2020	238791	04251	RAI JETS LLC	1,260.00

Date	Check#	Vendor	Vendor Name	Amount
12-21-2020	238792	00279	RATHCO SAFETY SUPPLY	1,049.35
12-21-2020	238793	00035	RESCO	2,630.68
12-21-2020	238794	06038	REVOLUTION HEALTH, P.C.	100.00
12-21-2020	238795	05634	ROBERT WEST	15.00
12-21-2020	238796	05379	S & S INDUSTRIAL SUPPLY	876.34
12-21-2020	238797	06005	S ALLEN DESIGN ARCHITECT	2,900.00
12-21-2020	238798	00276	SAFETY SERVICES INC	1,173.46
12-21-2020	238799	05634	SCOTT AND JANICE DAVIDSON	15.00
12-21-2020	238800	00296	SCOTT J HUSER	38.01
12-21-2020	238801	05765	SELKING INTL & IDEALEASE-LAGR	136.94
12-21-2020	238802	05835	SGS NORTH AMERICA INC	1,290.00
12-21-2020	238803	05518	SNAP-ON INDUSTRIAL	92.61
12-21-2020	238804	06084	SOLINST CANADA LTD	578.16
12-21-2020	238805	06094	SOS SERVICE INC	1,175.63
12-21-2020	238806	02179	SPRINT	1,341.90
12-21-2020	238807	01546	ST JOSEPH CO ROAD COMMISSION	2,941.21
12-21-2020	238808	05506	STAR INSURANCE COMPANY	1,010.00
12-21-2020	238809	00488	STATE SYSTEMS RADIO INC	195.00
12-21-2020	238810	03214	STRYKER	1,032.25
12-21-2020	238811	00936	STURGIS COMMUNITY POOL	184.00
12-21-2020	238812	00290	STURGIS HOSPITAL	6,205.00
12-21-2020	238813	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
12-21-2020	238814	06031	STYKEMAIN OF STURGIS LLC	362.13
12-21-2020	238815	04140	SWICK BROADCASTING COMPANY	175.00
12-21-2020	238816	06095	SWS SAFETY WARNING SPECIALISTS	876.88
12-21-2020	238817	05682	ROBERT TAYLOR	120.00
12-21-2020	238818	05777	TRACE ANALYTICAL LABORATORIES	5,709.20
12-21-2020	238819	05664	TREECORE LLC	34,565.90
12-21-2020	238820	05999	TRI-STATE LINE-X	411.33
12-21-2020	238821	01247	TRUCK & TRAILER SPEC INC	311.09
12-21-2020	238822	01238	UNITED PARCEL SERVICE	3.83
12-21-2020	238823	03362	UTILITY FINANCIAL SOLUTIONS	307.50
12-21-2020	238824	01810	VAN METER & ASSOCIATES INC	265.00
12-21-2020	238825	06030	VERIZON CONNECT NWF INC	113.33
12-21-2020	238826	04453	VERIZON WIRELESS	1,931.04
12-21-2020	238827	04417	WAKARUSA HEAVY EQUIPMENT	1,225.81
12-21-2020	238828	03511	WASTE MANAGEMENT	3,731.95
12-21-2020	238829	02948	WITMER PUBLIC SAFETY GROUP INC	1,071.95
12-21-2020	D01603	00002	ALL-PHASE ELECTRIC SUPPLY	3,489.40
12-21-2020	D01604	00077	CARQUEST AUTO PARTS	64.36
12-21-2020	D01605	02983	CINTAS LOCATION #351	1,587.43
12-21-2020	D01606	00019	KENDALL ELECTRIC INC	362.57
12-21-2020	D01607	00212	KSS ENTERPRISES	676.28
12-21-2020	D01608	03922	MARANA GROUP	4,300.00
12-21-2020	D01609	01080	NYE UNIFORM CO	742.00
12-21-2020	D01610	03944	PRAXAIR DISTRIBUTION INC	28.05
Manual Total				\$1,129,081.67
Automatic Total				\$447,873.90
Grand Total				\$1,576,955.57

**PAYROLL DISBURSEMENT**  
**FOR PAYROLL ENDING 12/06/2020**  
**PR0545M PAYROLL DATE 12/11/2020**

GENERAL	\$181,167.87
MAJOR STREET	7,178.25
LOCAL STREET	15,653.24
CEMETERY	10,716.87
DDA	751.75
AIRPORT	0.00
BUILDING	2,686.11
STURGES-YOUNG CENTER FOR THE ARTS	4,167.70
RECREATION	3,400.97
DOYLE RECREATION CENTER	5,937.33
ELECTRIC	87,385.91
SEWER	19,191.07
WATER	10,652.84
MOTOR VEHICLE	5,544.88
<b>Payroll Sub-Total</b>	<b>\$354,434.79</b>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8C**



## DECLARATION OF EASEMENT

This declaration (the "Declaration") is made this \_\_\_\_ day of December, 2020 by the CITY OF STURGIS, of 130 N. Nottawa Street, Sturgis, MI 49091("Declarant") to establish certain easements which will apply to the real estate located in the City of Sturgis, County of St. Joseph, State of Michigan, more fully described as Sturgis City Subdivision No. 2, according to the plat thereof as recorded in the office of the Register of Deeds for St. Joseph County, Michigan, in Liber 6 of Plats, Pages 203 and 204.

1. Background. Declarant is the owner of the Premises described above and is developing the premises for residential purposes. Declarant is recording this document to establish certain easements with respect to parcels it owns within the premises.
2. Declaration. Declarant declares and establishes an easement and a right to place and maintain public utilities, with customary connections and accessories, upon the following described parcels of land situated in the City of Sturgis, St. Joseph County, Michigan, described as follows, to wit:

The South 15 feet of the West 30 feet of Lot 29 and the West 10 feet, excluding the South 15 feet, of Lot 29, Sturgis City Subdivision No 2, according to the Plat of record in the Office of the Register of Deeds for St Joseph County, Michigan in Liber 6 of Plats, on Pages 203 & 204;

the West 10 feet of Lot 30, Sturgis City Subdivision No 2, according to the Plat of record in the Office of the Register of Deeds for St Joseph County, Michigan in Liber 6 of Plats, on Pages 203 & 204; and

the West 10 feet of Lot 31, Sturgis City Subdivision No 2, according to the Plat of record in the Office of the Register of Deeds for St Joseph County, Michigan in Liber 6 of Plats, on Pages 203 & 204.

Declarant reserved the right and authority for it and its successors and assigns to enter at all times upon said premises for the purpose of placing and maintaining public utilities.

CITY OF STURGIS

December \_\_\_\_, 2020

By: \_\_\_\_\_  
Robert Hile  
Its Mayor

December \_\_\_\_, 2020

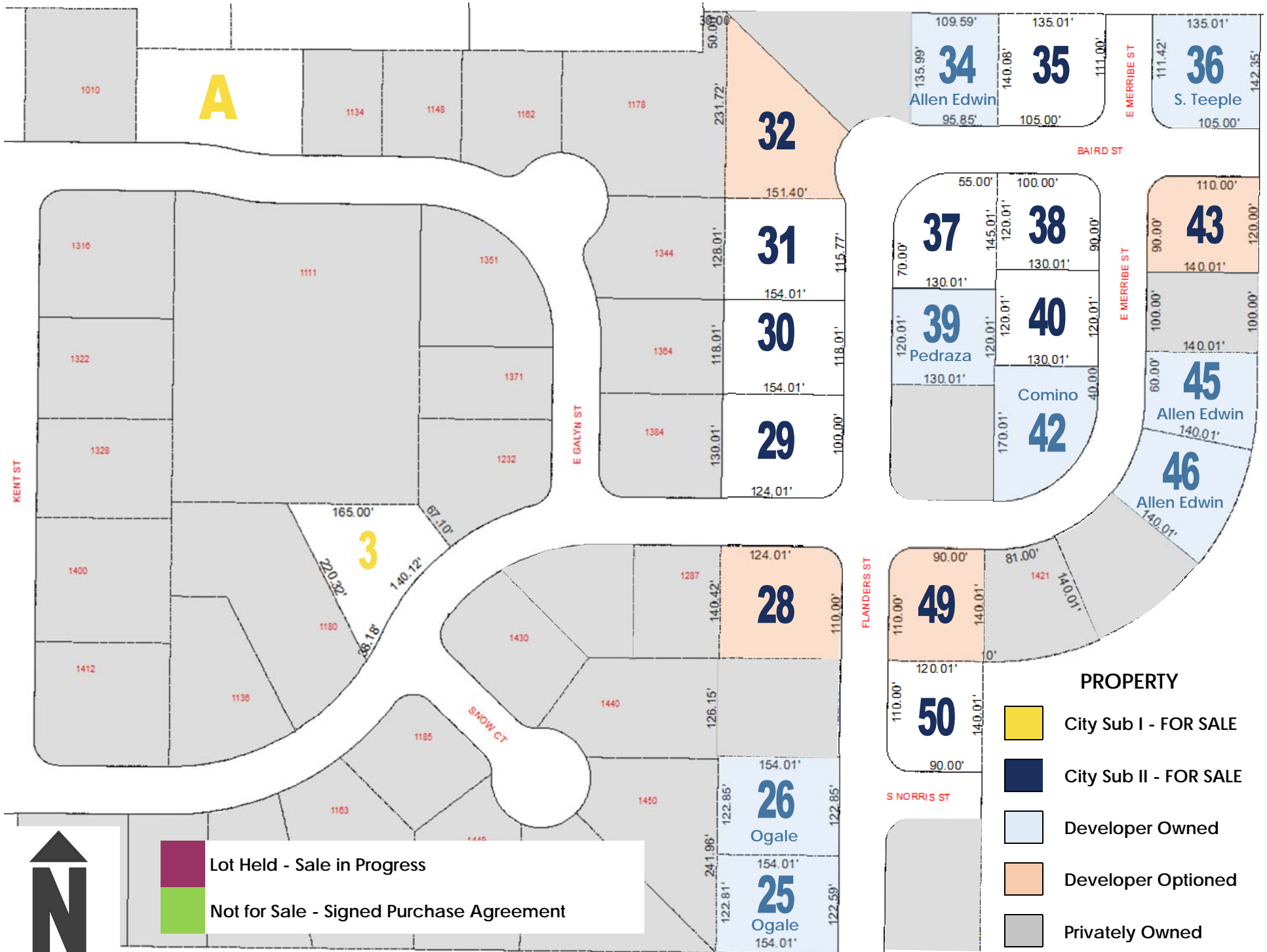
By: \_\_\_\_\_  
Kenneth Rhodes  
Its Clerk

STATE OF MICHIGAN,       )  
  ) ss:  
COUNTY OF ST. JOSEPH.    )

On this \_\_\_\_ day of December, 2020, before me, a Notary Public in and for said County, appeared Robert Hile and Kenneth Rhodes, to me personally known, who, being by me duly sworn, did say that they are, respectively, the Mayor and the Clerk of the CITY OF STURGIS, and that said instrument was signed and sealed on behalf of said CITY OF STURGIS; and said Robert Hile and Kenneth Rhodes acknowledged said instrument to be the free act and deed of said CITY OF STURGIS.

\_\_\_\_\_  
Notary Public  
St. Joseph County, Michigan  
My commission expires:\_\_\_\_\_  
Acting in St. Joseph County, MI

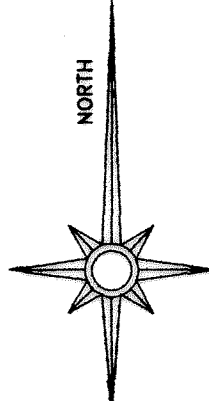
Prepared in the offices of:  
Bird, Scheske, Reed & Beemer, P.C.  
227 West Chicago Road  
Sturgis, MI 49091  
By: Roger A. Bird  
(269) 651-2445





# STURGIS CITY SUBDIVISION NO. 2

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 7, T8S R9W  
CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN



NORTHWEST CORNER  
OF THE SOUTHWEST  
FRACTIONAL QUARTER  
SECTION 7 T8S R9W

S 89°40'57"E 1487.16'  
NORTH LINE OF SOUTHWEST FRACTIONAL 1/4

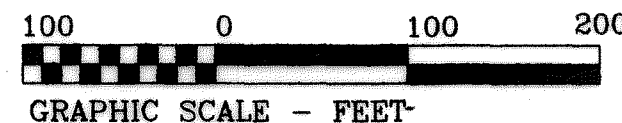
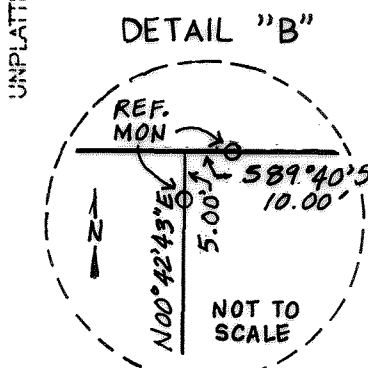
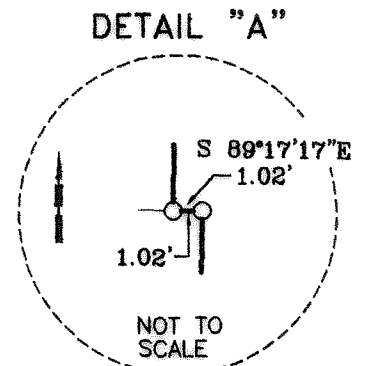
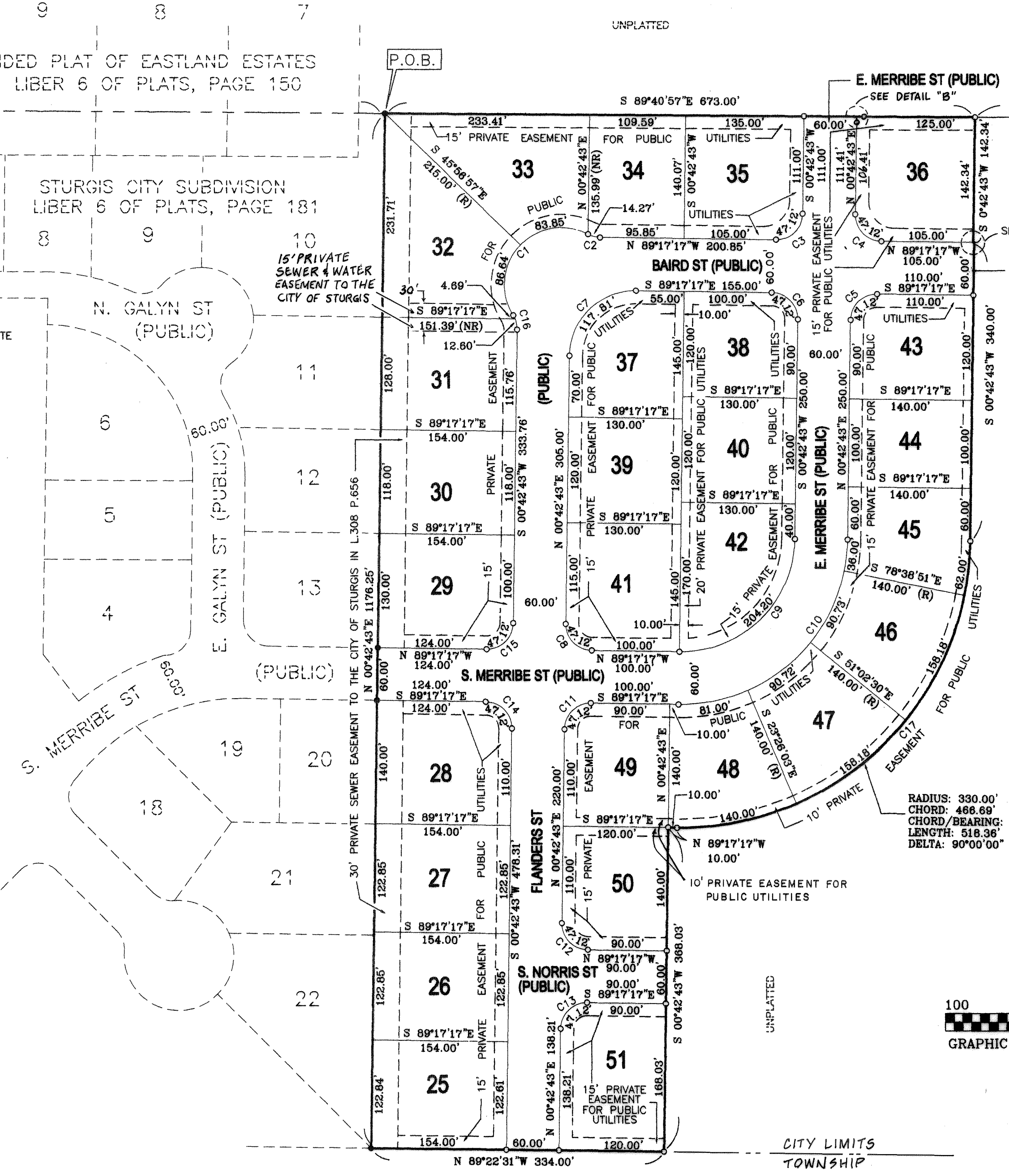
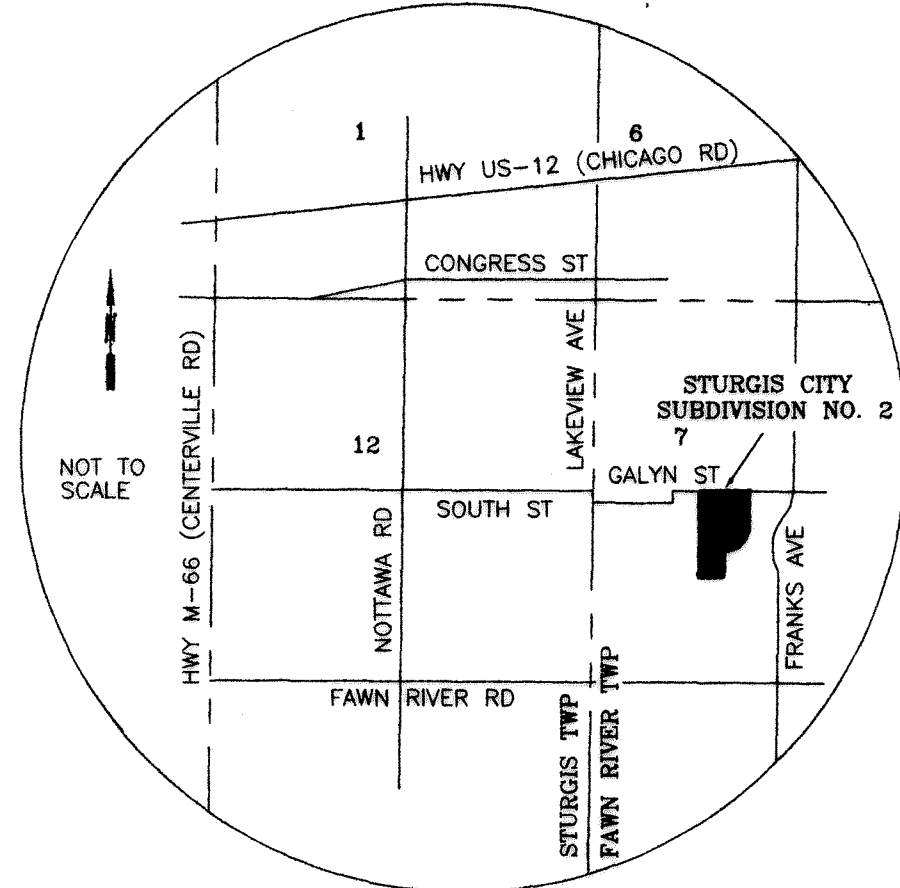
AMENDED PLAT OF EASTLAND ESTATES  
LIBER 6 OF PLATS, PAGE 150

STURGIS CITY SUBDIVISION  
LIBER 6 OF PLATS, PAGE 181

- LEGEND**
1. ALL DIMENSIONS ARE IN FEET.
  2. ALL CURVE DIMENSIONS ARE ARCS.
  3. MONUMENTS CONSISTING OF 1/2 INCH STEEL BARS, 36 INCHES IN LENGTH, ENCASED IN CONCRETE CYLINDER 4 INCHES IN DIAMETER WERE PLACED AT ALL POINTS MARKED THUS: O
  4. MONUMENTS CONSISTING OF 1/2 INCH STEEL BARS, 36 INCHES IN LENGTH, ENCASED IN CONCRETE WERE FOUND AT ALL POINTS MARKED THUS: ●
  5. LOT CORNERS ARE MARKED BY 1/2 INCH CAPPED STEEL BAR 18 INCHES IN LENGTH.
  6. (R) DENOTES A RADIAL LOT.
  7. (NR) DENOTES A NON-RADIAL LOT.
  8. BEARINGS AND DISTANCES: BEARINGS SHOWN ARE REFERENCED TO THE EAST LINE OF THE RECORDED PLAT "STURGIS CITY PLAT" LIBER 6 OF PLATS, PAGE 181. ALL DISTANCES ARE GROUND DISTANCES.

CURVE#	RADIUS	TANGENT	LENGTH	DELTA	CHORD	CHORD/BEARING
C1	85.00'	244.97'	170.49'	150°16'49"	125.85'	S 42°49'18"W
C2	30.00'	7.27'	14.27'	27°14'58"	14.13'	N 75°39'48"W
C3	30.00'	30.00'	47.12'	90°00'00"	42.43'	S 45°42'43"W
C4	30.00'	30.00'	47.12'	90°00'00"	42.43'	N 44°17'17"W
C5	30.00'	30.00'	47.12'	90°00'00"	42.42'	N 45°42'51"E
C6	30.00'	30.00'	47.12'	90°00'00"	42.43'	N 44°17'17"W
C7	75.00'	75.00'	117.81'	90°00'00"	106.07'	S 45°42'43"W
C8	30.00'	30.00'	47.12'	90°00'00"	42.43'	S 44°17'17"E
C9	130.00'	130.00'	204.20'	90°00'00"	183.85'	N 45°42'43"E
C10	190.00'	190.00'	288.45'	90°00'00"	268.70'	N 45°42'43"W
C11	30.00'	30.00'	47.12'	90°00'00"	42.43'	N 45°42'43"E
C12	30.00'	30.00'	47.12'	90°00'00"	42.43'	N 44°17'17"E
C13	30.00'	30.00'	47.12'	90°00'00"	42.43'	N 45°42'43"E
C14	30.00'	30.00'	47.12'	90°00'00"	42.43'	N 44°17'17"W
C15	30.00'	30.00'	47.12'	90°00'00"	42.43'	N 45°42'43"E
C16	30.00'	8.90'	17.29'	33°01'49"	17.06'	S 15°48'13"E
C17	330.00'	330.00'	518.36'	90°00'00"	466.69'	S 45°42'43"W

VICINITY MAP



UNPLATTED

CITY LIMITS  
TOWNSHIP

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8D**



AMENDMENT TO THE ORDINANCES OF THE CITY OF STURGIS PROVIDING AN  
EXTENDED TIMEFRAME FOR TAX EXEMPTIONS FOR ST. JOSEPH STREET LOFTS  
AND MONROE STREET LOFTS

An ordinance to amend Chapter 2, Sections 2-307 and 2-308 of the Ordinances of the City of Sturgis regarding the date of automatic repeal of the tax exemptions for St. Joseph Street Lofts and Monroe Street Lofts and to provide for an effective date of this Ordinance.

WHEREAS, the City of Sturgis has determined that it is in the best interest of the residents of the City to add tax exemptions and set a fee in lieu of taxes for St. Joseph Street Lofts, a development providing housing for individuals and/or families of low to moderate income, and Monroe Street Lofts, a development providing housing for seniors of low to moderate income; and

WHEREAS, both projects require an extended timeframe to apply for low income housing tax credits through the Michigan State Housing Development Authority due to COVID-19.

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

Part II – Chapter 2, Article IV, Division 1 is hereby amended as follows, effective as of January 15<sup>th</sup>, 2021:

**Sec. 2-307. - Tax exemption for St. Joseph Street Lofts and fee in lieu of taxes.**

- (a) Purpose. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Sturgis is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Sturgis will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this section for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this section are essential to the determination of economic feasibility of the housing development that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Sturgis acknowledges that the sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a housing development identified as St. Joseph Street Lofts on certain property located at 303 St. Joseph Street, parcel identification number 052-040-101-00 in the City of Sturgis to serve low income persons and families, and that the sponsor has offered to pay the city on account of this housing

development an annual service charge for public services in lieu of all ad valorem property taxes.

...

- (m) Effective date and automatic repeal. This ordinance section shall become effective 20 days after its passage, as provided in the City of Sturgis Charter. In the event the sponsor does not receive an award of a low-income housing tax credit for the housing development from the authority on or before August 31, 2022, this section shall be automatically repealed without further action of the city.

**Sec. 2-308. - Tax exemption for Monroe Street Lofts and fee in lieu of taxes.**

- (a) Purpose. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Sturgis is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income seniors is a public necessity, and as the City of Sturgis will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this section for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this section are essential to the determination of economic feasibility of the housing development that is constructed with financing extended in reliance on such tax exemption.

The City of Sturgis acknowledges that the sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a housing development identified as Monroe Street Lofts to serve low income seniors, and that the sponsor has offered to pay the city on account of this housing project an annual service charge for public services in lieu of all ad valorem property taxes. Monroe Street Lofts will be established on certain property located at 200 E. Chicago Road, parcel identification number 052-040-218-00, and 111 N. Monroe Street, parcel identification number 052-040-214-00, in the City of Sturgis; these parcels may in the future be combined as provided for under Michigan State law and the City of Sturgis Code of Ordinances.

...

- (m) Effective date and automatic repeal. This ordinance section shall become effective 20 days after its passage, as provided in the City of Sturgis Charter. In the event the sponsor does not receive an award of a low-income housing tax credit for the housing

development from the authority on or before August 31, 2022, this section shall be automatically repealed without further action of the city.

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10A**







**CITY OF**  
**Sturgis**  
**MICHIGAN**

130 N. Nottawa St.  
 Sturgis, MI 49091  
[www.sturgismi.gov](http://www.sturgismi.gov)  
 Ph: 269-651-2321  
 Fax: 269-659-7295

## Special Assessment Roll #2020-01 2020 - Pleasant Avenue Sidewalk Repair

TAX I.D. #	OWNER	ADDRESS	As-Built Sidewalk Repair (sft)	Owner Amount	City Amount	Total Lot Cost
75-052-040-345-00	St. Johns Episcopal Church	107 Pleasant Avenue	100.00	\$246.50	\$246.50	\$493.00
75-052-040-422-00	James Weiss	110 Pleasant Avenue	70.00	\$172.55	\$172.55	\$345.10
75-052-040-427-00	First United Methodist Church	112 Pleasant Avenue	50.00	\$123.25	\$123.25	\$246.50
75-052-040-428-00	Trustees of First Methodist	200 Pleasant Avenue	192.50	\$474.51	\$474.52	\$949.03
75-052-040-428-00	Trustees of First Methodist	200 Pleasant Avenue	58.60	\$288.90	\$0.00	\$288.90
75-052-040-393-00	Michael Crites	201 Pleasant Avenue	92.50	\$228.01	\$228.02	\$456.03
75-052-040-432-00	First United Methodist Church	204 Pleasant Avenue	32.50	\$80.11	\$80.12	\$160.23
75-052-040-397-00	Marlene Houser	205 Pleasant Avenue	157.50	\$388.24	\$388.24	\$776.48
75-052-040-400-00	Fred Middlestadt (deceased)	207 Pleasant Avenue	42.50	\$104.76	\$104.77	\$209.53
75-052-040-435-00	Anabel Ramirez Anicua	208 Pleasant Avenue	105.00	\$258.83	\$258.83	\$517.66
75-052-040-402-00	Michael & Judith Hartman	209 Pleasant Avenue	302.50	\$745.66	\$745.67	\$1,491.33
75-052-040-402-00	Michael & Judith Hartman	209 Pleasant Avenue	25.00	\$123.25	\$0.00	\$123.25
75-052-040-436-00	Juan & Carmen Martinez-Proa	210 Pleasant Avenue	25.00	\$61.62	\$61.63	\$123.25
75-052-040-406-00	Dvorak Apartmemts LLC	201 W. Congress Stre	125.00	\$308.12	\$308.13	\$616.25
			<b>Total =</b>	<b><u>\$3,604.31</u></b>	<b><u>\$3,192.23</u></b>	<b><u>\$6,796.54</u></b>

STATE OF MICHIGAN  
 County of St. Joseph  
 City of Sturgis

To the City Commission of the City of Sturgis:

I hereby certify and report that the foregoing is the special assessment roll, and the assessment made by me pursuant to a resolution of the City Commission of said City, adopted on March 11, 2020 for the purpose of paying that part of the cost which the City Commission decided should be paid and borne by special assessment for the repair of sidewalks; that in making such assessment I have, as near as may be, and according to my best judgement, conformed in all things to the directions contained in the resolution of the City Commission herein before referred to, and the charter of said City relating to such assessments.

Barry J. Cox, P.E., Sturgis City Engineer

Date: December 15, 2020

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10B**



December 10, 2020

Barry Cox, PE  
City of Sturgis  
130 North Nottawa Street  
Sturgis, MI 49091-0280

**Proposal for Professional Services – Design Phase  
Reconstruction of St. Joseph Street from N. Centerville Street to N. Nottawa Street**

Dear Barry:

Fishbeck is pleased to submit this proposal for final design phase services for the reconstruction of St. Joseph Street. The project includes new water main and services, sanitary sewer, street reconstruction, storm sewer improvements, and sidewalk improvements on St. Joseph Street from N. Centerville Street to just west of N. Nottawa Street.

## Scope of Services

A complete topographic survey will be completed including 50 feet north/south at each intersection. Ten soil borings will be completed including a geotechnical recommendation for trenchless pipe installation practices at the railroad crossing. Six borings will be at 10 foot depth and four borings around the railroad and the sanitary sewer replacement will be at 15 foot depth.

Specifically, the proposed scope of design phase services for Fishbeck would include the following:

- Topographic survey with existing utility information.
- Coordinate proposed work with private utility companies.
- Provide detailed engineer's opinion of costs.
- Diagnostic Safety Team Review meeting with MDOT and Railroad.
- Water Main and Service Tasks/Considerations:
  - Design water main and services from N. Centerville Street to N. Nottawa Street
  - City to acquire grading permits if necessary, for replacement of lead/galvanized water services.
  - Design jack and bore of water main at railroad crossing.
- Sanitary Sewer Task/Considerations:
  - Design spot repair pipe repairs based on sewer televising (assumed televising completed by City).
  - Mainline sewer replacement on St. Joseph Street between North Street and N. Nottawa Street.
- Storm Sewer Tasks/Considerations:
  - Design spot repair pipe repairs based on sewer televising (assumed televising completed by City).
  - Design of replacement of all catch basins and catch basin leads.
  - Reconfigure/adjust storm sewer catch basins to new proposed road geometry.

- Road Reconstruction Tasks/Considerations:
  - Road geometrics and detail grading.
  - ADA ramp layout and grading.
- Final Design/Preparation of Bidding Documents:
  - Prepare the review submittal package for City departments and private utility companies.
  - Address the review drawing comments and prepare the bidding documents in accordance with City standards.
  - Incorporate, where feasible, LID/Green Infrastructure design alternatives.
  - Prepare and submit railroad right of entry and utility permit. Railroad review fees to be paid for by the City.
  - Provide detailed engineer's estimates including funding allocation at various stages of design.
  - Complete EGLE water permit applications.
  - Review bids and recommend award.

## Professional Services Fees

The following is a cost breakdown for the referenced services, to be completed under our current Engineering Services Agreement.

Design Phase	Estimated Amount
Fishbeck	\$111,450
SME	7,040
<b>Total Not-to-Exceed Budget</b>	<b>\$118,490</b>

## Authorization

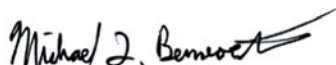
Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Jo Cummings ([jmcummings@fishbeck.com](mailto:jmcummings@fishbeck.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3908 or [npdewit@fishbeck.com](mailto:npdewit@fishbeck.com).

Sincerely,



**Neil P. De Wit, PE**  
Senior Civil Engineer



**Michael L. Berrevoets, PE**  
Vice President/Senior Civil Engineer

Attachments  
By email

## Professional Services Agreement

**PROJECT NAME** Reconstruction of St. Joseph Street from N. Centerville Street to N. Nottawa Street  
**FISHBECK CONTACT** Neil P. De Wit, PE  
**CLIENT** City of Sturgis  
**CLIENT CONTACT** Barry Cox, PE  
**ADDRESS** 130 North Nottawa Street, Sturgis, MI 49091-1433

Client hereby requests and authorizes Fishbeck to perform the following:

### SCOPE OF SERVICES:

Professional engineering services as described in Fishbeck proposal letter dated December 10, 2020.

**AGREEMENT.** The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated December 10, 2020.
- ☐ Other:

### METHOD OF COMPENSATION:

- ☒ Lump Sum for Defined Scope of Services
- ☐ Hourly Billing Rates plus Reimbursable Expenses
- ☐ Other:

**Budget for Above Scope of Services:** Not-to-exceed fee of One Hundred Eighteen Thousand Four Hundred Ninety Dollars (\$118,490).

**ADDITIONAL PROVISIONS (IF ANY):** N/A

### APPROVED FOR:

City of Sturgis

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### ACCEPTED FOR:

Fishbeck

BY: Michael J. Bennett

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Vice President

December 10, 2020

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## End of Terms and Conditions for Professional Services



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10D**



# Grantsmanship Consulting LLC

AND

## City of Sturgis

### CONTRACT/LETTER OF AGREEMENT

This Agreement, executed on January 1, 2021 is by and between Grantsmanship Consulting LLC and the City of Sturgis. The City of Sturgis, located at 130 N. Nottawa, Sturgis, MI 49091, is hereinafter referred to in this Agreement as the Client. Grantsmanship Consulting LLC, located at 2324 Skyline Dr., Kalamazoo, MI 49006, is hereinafter referred to in this Agreement as the Consultant.

**Scope of Services:** The Client seeks to utilize the skill and expertise of Consultant to perform work as an independent grant writer. Work will be performed in line with the task descriptions below:

- Review funding opportunities and provide summary information to Client.
- Facilitate staff discussions to review grant summary. Create a work plan with a chart of responsibilities and timelines for producing the proposal (assignments to stakeholders, staff, etc.).
- Meet with staff, partners, and others to begin to build the project plan.
- Create drafts of the grant proposal documents (timelines, goals/objectives, logic model, budget, letters or letter templates, etc.). Multiple iterations based on feedback.
- Draft the grant narrative based on established project outline/documents.
- Revise and edit the grant narrative based on staff/partner input.
- Preparation of the final grant document, forms, signatures, and required attachments.
- Assist with grant reporting and implementation, as needed.

**Term:** The terms of this Agreement are valid starting January 1, 2021, until terminated by either party.

**Termination:** Either party may terminate this Agreement upon 30 days written notice. The Consultant shall have no claim for any of the balance of the Agreement price remaining to be paid at date of termination other than amounts related to services provided prior to termination.

**Estimated time frame of activities:** Client agrees to retain the services of the Consultant for a minimum of 65 hours per month.

**Compensation:** Consultant's retainer fee is \$45 per hour for a minimum of 65 hours per month, \$2,925 per month.

- a. The parties agree that Consultant will devote the necessary hours per calendar week/month to fulfill its obligations under this agreement. The particular amount of time may vary from day to day or week to week.
- b. Should the scope of work in any given month exceed 65 hours, requiring additional consulting time, the Consultant will notify the Client before incurring additional costs. The Consultant will charge at the same rate, \$45 per hour, for additional hours needed.
- c. In the event the Consultant works less than the minimum retained hours, 65 hour per month, the Consultant will still charge for the full amount of retained hours. However, the Consultant will apply a credit in an amount equal to the number of excess hours to the next month's total retained hours without an additional charge. Retained hours may not accumulate past each subsequent month.
- d. In the event that Consultant shall employ the services of third parties any and all expenses, costs or liability for said employment or services shall be borne exclusively by Consultant unless Consultant has requested and received approval and authorization of the Client prior to such hiring or employment.
- e. The Client shall have no liability for the cost of purchase of equipment, services and/or supplies unless Consultant has requested and received the approval and authorization of the Client prior to such purchase.
- f. The Consultant makes no claims of guaranteed revenue and/or outcomes from any initiatives or efforts as related to contracted work.

**Payment Terms:** Consultant will invoice Client at the end of each month for the retainer amount (\$2,925) plus any additional hours mutually agreed upon prior to incurring these costs.

**Independent Contractor:** The parties agree that Consultant will act as an independent contractor in the performance of its duties under this contract and not as an employee of the Client. Consultant shall be solely responsible for the withholding and/or payment of any and all federal income and employment tax liability, state income and employment tax liability, state sales and use tax and unemployment and workers compensation assessment or tax liability that may be applicable.

**Confidentiality:** Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to Consultant or its Client. Consultant will protect such information and treat it as strictly confidential. This provision shall continue to be effective after termination of this agreement.

**Modifications:** Any modifications or addendum to this letter of agreement shall only be made in writing and signed by each of the parties hereto.

**Entire Agreement:** This Agreement constitutes the entire agreement between the parties. All prior discussions, agreements and understandings, whether verbal or in writing, are superseded by this Agreement.

**SPECIAL CERTIFICATION**

The individual(s) signing this agreement certifies by his/her signature that he/she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.

Grantsmanship Consulting LLC

City of Sturgis

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James Hissong

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Termination of Shared Grant Writer  
Memorandum of Understanding**

WHEREAS, on October 25, 2018 the City of Sturgis, Michigan; City of Three Rivers, Michigan; Sturgis Area Community Foundation (SACF) and the Three Rivers Area Community Foundation (TRACF) (hereinafter referred to as the Funding Partners) entered into a Memorandum of Understanding for the funding of a Shared Grant Writer Position (“MOU”); and

WHEREAS, the Funding Partners to the MOU have mutually agreed to terminate the MOU effective January 4, 2021:

NOW, THEREFORE, it is hereby agreed effective January 4, 2021 that the MOU, and all obligations of the Funding Partners thereunder, is terminated

In Witness whereof, the parties have executed this Termination of Memorandum of Understanding as of January 4, 2021.

City of Three Rivers

City of Sturgis

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Sturgis Area Community Foundation

Three Rivers Area Community Foundation

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Grant Writer Funding  
Memorandum of Understanding**

This Memorandum of Understanding shall be effective the 1<sup>st</sup> day of January, 2021 and is entered into between the City of Sturgis, Michigan (CITY) and Sturgis Area Community Foundation (SACF) for the funding of a Grant Writer Position (MOU).

Statement 1: CITY has entered into a CONTRACT/LETTER OF AGREEMENT with Grantsmanship Consulting LLC, effective as of January 1, 2021, for the providing of grant writing services to CITY (AGREEMENT). The AGREEMENT is terminable by either party with 30 days written notice.

Statement 2: SACF has agreed to assist in the funding of the AGREEMENT by paying to the CITY the maximum amount of \$15,000.00 per year during the term of the AGREEMENT. The CITY shall provide the SACF monthly invoices from Grantsmanship Consulting LLC and the SACF shall pay the CITY Thirty-seven (37%) percent thereof up to the maximum annual amount within Thirty (30) days.

Statement 3: The term of this MOU shall be for one year and shall remain in effect annually thereafter unless terminated by written notice by either party on or before September 30<sup>th</sup> of the current calendar year.

In Witness whereof, the parties have executed this Memorandum of Understanding to be effective as January 1, 2021

City of Sturgis

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Witness

Sturgis Area Community Foundation

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10F**







## Boards and Commissions Application

Name: Joyce Ann Haas  
(First) (Middle) (Last)

Address: 6000 E Chicago Rd Sturgis MI 49091 Email: haasjoyce@mac.com  
(Street) (City) (Zip)

Are you a city resident? yes Home/Cell Phone: 269-251-1643

Occupation: Stay at home 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):

President of the Gridiron - Booster Club  
President of the Congress School Parent Committee

Reasons for seeking appointment (Areas of interest, goals, etc.):  
To Serve my Community

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>Cathy Abbs</u>	<u>269-651-4124</u>
<small>(Name)</small>	<small>(Phone)</small>
<u>Kelly Hostetter</u>	<u>269-467-9099</u>
<small>(Name)</small>	<small>(Phone)</small>

Signature: Joyce Haas Date: 12-06-2020

**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<br><input type="checkbox"/> Board of Review<br><input type="checkbox"/> Construction Board of Appeals<br><input type="checkbox"/> DDA Board of Directors<br><input type="checkbox"/> Doyle and Recreation Advisory Board<br><input type="checkbox"/> EDC & BRA Board of Directors<br><input type="checkbox"/> Elected Officials Compensation Commission<br><input type="checkbox"/> Election Commission<br><input type="checkbox"/> Employee's Retirement System<br><input type="checkbox"/> Health Facilities & Hospital Finance Authority | <input type="checkbox"/> LDFA Board of Directors<br><input type="checkbox"/> Parks and Cemetery Board<br><input type="checkbox"/> Planning Commission<br><input type="checkbox"/> Sister City Committee<br><input type="checkbox"/> Sturges-Young Center for the Arts Board<br><input checked="" type="checkbox"/> Sturgis Building Authority<br><input type="checkbox"/> Sturgis District Library Board<br><input type="checkbox"/> Sturgis Housing Commission<br><input type="checkbox"/> Zoning Board of Appeals |
|---|---|

Please contact the City Clerk or refer to the Boards and Commissions Handbook on the City's website for more information.

Applications will be kept for one year. Return to: City Clerk's Office, 130 N. Nottawa St, Sturgis, MI 49091 or [krhodes@sturgismi.gov](mailto:krhodes@sturgismi.gov)





## Boards and Commissions Application

Name: LINDA ELLEN HARRINGTON  
(First) (Middle) (Last)

Address: 209 MERRYVIEW DR STURGIS 49091 Email: SHORT4209@CHARTER.NET  
(Street) (City) (Zip)

Are you a city resident? YES Home/Cell Phone: 651-4047

Occupation: MAINLY RETIRED <sup>CELL</sup> Work Phone: 689-8632

Employment: N/A  
(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):

Not on any City Boards. Have worked for the State of Michigan & State of Washington. Involved committee work and project management.

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

I am educated, have a wide range of interests and experiences, and want to learn more about Sturgis and how things are run.

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):

Jan Wiley 214 Michigan, Sturgis 651-3558  
(Name) (Address) (Phone)

Mary Bogart 200 W. South, Sturgis 689-7906  
(Name) (Address) (Phone)

Signature: [Signature] Date: 12/14/20

**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<br><input type="checkbox"/> Board of Review<br><input type="checkbox"/> Construction Board of Appeals<br><input type="checkbox"/> DDA Board of Directors<br><input type="checkbox"/> Doyle and Recreation Advisory Board<br><input type="checkbox"/> EDC & BRA Board of Directors<br><input type="checkbox"/> Elected Officials Compensation Commission<br><input type="checkbox"/> Election Commission<br><input type="checkbox"/> Employee's Retirement System<br><input type="checkbox"/> Health Facilities & Hospital Finance Authority | <input type="checkbox"/> LDFA Board of Directors<br><input checked="" type="checkbox"/> 4. Parks and Cemetery Board<br><input type="checkbox"/> Planning Commission<br><input checked="" type="checkbox"/> 2. Sister City Committee<br><input checked="" type="checkbox"/> 3. Sturges-Young Center for the Arts Board<br><input type="checkbox"/> Sturgis Building Authority<br><input checked="" type="checkbox"/> 1. Sturgis District Library Board<br><input type="checkbox"/> Sturgis Housing Commission<br><input type="checkbox"/> Zoning Board of Appeals |
|---|--|

Please contact the City Clerk or refer to the Boards and Commissions Handbook on the City's website for more information.

Applications will be kept for one year. Return to: City Clerk's Office, 130 N. Nottawa St, Sturgis, MI 49091 or [krhodes@sturgismi.gov](mailto:krhodes@sturgismi.gov)



# Boards and Commissions Application

**Name:** Marnie VanHorn Smith

**Address:** 1114 Walker, Sturgis MI 49091

**Email:** marniethom@charter.net

**Are you a city resident?** Yes

**Home/Cell Phone:** 269/659-3126 cell 269/830-2802

**Occupation:** Food Service at Sturgis Public Schools **Employment:** Sturgis Public Schools, 107 W West St

**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 recently severed as the sectary for the Sturgis Band and Orchestra Parent Committee, helping plan all student actives and fundraising. I have served on other school related committees while my kids were growing up. I recently joined with a group concerned with saving the ChristMere House. I have been active in the First United Methodist church planning VBS and children's actives.

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

I have experience organizing and running projects that I would like to use to help my community and its citizens. I have writing experience and organizing skills

**Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? \_\_\_\_\_ If yes, please explain.**

---

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

Kim Haller 69801 Deer Rd. Sturgis, 49091 269-625-6547

Angie Wilson 320 S. Jefferson Sturgis MI 49091

**Signature:** Marnie V Smith **Date:** 12/10/2020

**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"/> LDFA Board of Directors                              |
| <input type="checkbox"/> Board of Review                                | <input type="checkbox"/> Parks and Cemetery Board                             |
| <input type="checkbox"/> Construction Board of Appeals                  | <input type="checkbox"/> Planning Commission                                  |
| <input type="checkbox"/> DDA Board of Directors                         | <input checked="" type="checkbox"/> 3 Sister City Committee                   |
| <input type="checkbox"/> Doyle and Recreation Advisory Board            | <input checked="" type="checkbox"/> 1 Sturges-Young Center for the Arts Board |
| <input type="checkbox"/> EDC & BRA Board of Directors                   | <input type="checkbox"/> Sturgis Building Authority                           |
| <input type="checkbox"/> Elected Officials Compensation Commission      | <input checked="" type="checkbox"/> 2 Sturgis District Library Board          |
| <input type="checkbox"/> Election Commission                            | <input type="checkbox"/> Sturgis Housing Commission                           |
| <input type="checkbox"/> Employee's Retirement System                   | <input type="checkbox"/> Zoning Board of Appeals                              |
| <input type="checkbox"/> Health Facilities & Hospital Finance Authority |   |

Please contact the City Clerk or refer to the Boards and Commissions Handbook on the City's website for more information. Applications will be kept for one year. Return to: City Clerk's Office, 130 N. Nottawa St, Sturgis, MI 49091 or krhodes@sturgismi.gov

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10G**





CITY OF  
**Sturgis**  
MICHIGAN

130 N. Nottawa St.  
Sturgis, MI 49091  
[www.sturgismi.gov](http://www.sturgismi.gov)  
Ph: 269-651-2321  
Fax: 269-659-7295

FROM: Kenneth D. Rhodes  
TO : City Commission  
DATE : December 18, 2020  
RE : City Commission Meeting Schedule

The current schedule of holidays and events for 2021 will cause some adjustments to the regular schedule of meetings. The fourth Wednesday in June will fall during Sturgis Fest; typically that meeting is moved to the preceding Wednesday. The MML Convention in Grand Rapids is scheduled for our second meeting in September so we should move that to the preceding Monday. The fourth Wednesday in November falls the day before Thanksgiving; typically that meeting is moved to the preceding Monday. Finally, the fourth Wednesday in December falls three days before Christmas; typically that meeting is moved to the preceding Monday.

I have outlined below the regularly scheduled meeting days along with the proposed change. Changes are ***bold-italicized***. Special Meetings, Planning Sessions, Work Sessions, and Budget Workshops will still occur, but adopting this schedule will allow for better planning and reduce confusion.

**Important Dates:** MML Legislative Conference, Wednesday, 3/17/21; MML Convention, Wednesday – Friday, 9/22/21 – 9/24/21; Thanksgiving, Thursday, 11/25/21; Christmas, Saturday, 12/25/21

2 <sup>nd</sup> and 4 <sup>th</sup> Wednesday of the Month	Proposed Meeting Date
January 13, 2021	Wednesday, January 13, 2021, 6:00 pm
January 27, 2021	Wednesday, January 27, 2021, 6:00 pm
February 10, 2021	Wednesday, February 10, 2021, 6:00 pm
February 24, 2021	Wednesday, February 24, 2021, 6:00 pm
March 10, 2021	Wednesday, March 10, 2021, 6:00 pm
March 24, 2021	Wednesday, March 24, 2021, 6:00 pm
April 14, 2021	Wednesday, April 14, 2021, 6:00 pm
April 28, 2021	Wednesday, April 28, 2021, 6:00 pm
May 12, 2021	Wednesday, May 12, 2021, 6:00 pm
May 26, 2021	Wednesday, May 26, 2021, 6:00 pm
June 9, 2021	Wednesday, June 19, 2021, 6:00 pm
June 23, 2021	<b>Wednesday, June 16, 2021, 6:00 pm</b>
July 14, 2021	Wednesday, July 4, 2021, 6:00 pm
July 28, 2021	Wednesday, July 28, 2021, 6:00 pm
August 11, 2021	Wednesday, August 11, 2021, 6:00 pm
August 25, 2021	Wednesday, August 25, 2021, 6:00 pm
September 8, 2021	Wednesday, September 8, 2021, 6:00 pm
September 22, 2021	<b>Monday, September 20, 2021, 6:00 pm</b>
October 13, 2021	Wednesday, October 13, 2021, 6:00 pm
October 27, 2021	Wednesday, October 27, 2021, 6:00 pm
November 8, 2021 (Org. Mtg.)	Monday, November 8, 2021, 8:00 pm (Org. Mtg.)
November 10, 2021	Wednesday, November 10, 2021, 6:00 pm
November 24, 2021	<b>Monday, November 22, 2021, 6:00 pm</b>
December 8, 2021	Wednesday, December 8, 2021, 6:00 pm
December 22, 2021	<b>Monday, December 20, 2021, 6:00 pm</b>