



**AGENDA
CITY COMMISSION MEETING
WEDNESDAY, APRIL 28, 2021
ELECTRONIC**

Members of the public can attend online at:

<https://us02web.zoom.us/j/85371969451>

OR by calling in to 1-312-626-6799 and using the Webinar ID: 853 7196 9451

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

<https://youtu.be/oejzsQQDKD8>

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA (agenda below)
9. UNFINISHED BUSINESS
 - A. Marihuana Ordinance Amendments Second Reading – Michael Hughes
10. NEW BUSINESS
 - A. Doyle Membership Policy Amendment – Holly Keyser
 - B. Skid Steer Purchase – Joshua Czajkowski
 - C. Mini Excavator Purchase – Joshua Czajkowski
 - D. Preliminary Engineering for Sturgis Dam Improvements – Joshua Czajkowski
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

CONSENT AGENDA

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the April 14, 2021 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$1,068,011.11 as presented.

8C. Retirement Board Resignation

ACCEPT the Resignation of Kimberlee Bontrager from the Retirement Board with regret and send a letter of thanks for her service.

8D. Utility Easements

APPROVE the utility easement with Midwest V, LLC as presented.

APPROVE the sanitary sewer easement with Midwest V, LLC as presented.

8E. Cable Purchase

APPROVE the bid from Power Line Supply for 11,400 feet of 350kcmil CU primary URD cable in the amount of one hundred eighteen thousand, one hundred and four dollars (\$118,104.00) as presented.

Manager's Report

APRIL 28, 2021



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Michael L. Hughes
City Manager

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for April 14, 2021 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the April 14, 2021 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,068,011.11 as presented.

8C. Retirement Board Resignation

Included in your packet is an email to City Controller Holly Keyser from Kimberlee Bontrager resigning her position with the Retirement Board. City staff is requesting that the Commission accept the resignation with regret.

Consent Agenda Motion:

ACCEPT the Resignation of Kimberlee Bontrager from the Retirement Board with regret and send a letter of thanks for her service.

Information Included in Packet:

1. Resignation Email from Kimberlee Bontrager

8D. Utility Easements

Included in your packet are two easements for property being purchased by Midwest V, LLC from the Sturgis Improvement Association (SIA). The property is located north of Stoughton Estates and is planned for development by Dollar General. The easements would be granted by Midwest V to the City.

The first easement is for sidewalk and public utilities and runs along the N. Nottawa side of the property as well as 350 ft. along the south boundary of the property. This easement provides the City and Midwest V the ability to bring utilities to the site from across N. Nottawa and will allow the City to connect to existing water main on the north side of the Stoughton Estates property. It also sets up the ability to provide water service to SIA-owned property to the north.

The second easement is for sanitary sewer and runs along the west edge of the parcel, abutting properties in Bullard Industrial Park. This easement allows for potential extension of sewer from its current location on the property line north to serve the SIA-owned property.

Consent Agenda Motion:

APPROVE the utility easement with Midwest V, LLC as presented.

Consent Agenda Motion:

APPROVE the sanitary sewer easement with Midwest V, LLC as presented.

Included in your packet:

1. Utility Easement
2. Sanitary Sewer Easement

8E. Cable Purchase

As part of the voltage conversion along Centerville Rd. and Haines Blvd., bids were obtained for 11,400 feet of 350kcmil CU primary URD cable. This cable is designed to provide underground primary power. The voltage conversion will allow for improved capacity for proposed development projects in this area, including medical marihuana operations and Project White. Bids were received on April 21, 2021 and the low bid was from Power Line Supply in the amount of \$118,104.00. A bid tab is included in your packet.

Consent Agenda Motion:

APPROVE the bid from Power Line Supply for 11,400 feet of 350kcmil CU primary URD cable in the amount of one hundred eighteen thousand, one hundred and four dollars (\$118,104.00) as presented.

Included in Packet:

1. Bid Tab

9. Unfinished Business

A. Marihuana Ordinance Amendments Second Reading

Staff: Michael Hughes

As City staff continues to process applications for medical and adult use marihuana businesses, two issues have come up that led staff to recommend changes to our existing ordinances. These changes would be made to both Section 38-92 Medical Marihuana Facilities and Section 38-93 Adult Use Marihuana Establishments.

Stacked Permits

The first issue relates to stacked permits. State law allows for marihuana grow operations to “stack” multiple Class C Grow permits at the same location. Currently, those applying for multiple Class C Grow permits for either medical or adult use marihuana submit to the City multiple applications that are almost identical and are charged \$4,500 per application (as well as a \$500 application document review fee, again, per application).

Given the fact that much of the information is duplicative, these stacked permits require far less review time than the initial Class C Grow at that location. Staff is therefore proposing that stacked permits be separately defined and charged a lesser review fee based on the complexity of the stacked permit application.

Stacked permits would be separated into two categories, minor and major. Minor permits would be charged the \$500 application document review fee as well as a \$500 stacked permit application fee (minor) both on a per stacked permit basis. Major permits are charged the \$500 application document review fee as well as a \$2,500 stacked permit application fee (major) both on a per stacked permit basis.

Permit Extension

The second issue staff is recommending to address relates to extensions of a conditional permit issued to a marihuana facility or establishment. The current ordinance allows a one-year period from issuance of a conditional permit until all stipulations on that permit are satisfied. These stipulations may include things like meeting license qualifications from the State of Michigan, obtaining final

occupancy of the permitted premises, and receiving final license approval from the State. The ordinance also allows for one six-month extension to be granted by the City Clerk.

Based on staff's experience with projects to date, we are proposing projects that have been issued building permits and are undergoing or have completed construction but have not yet met all the stipulations of their permit be allowed to request an extension from the City Commission.

Included in your packet are copies of Section 38-92 and 38-93 reflecting the proposed changes.

Proposed Motion:

Move that the Sturgis City Commission CONSIDER/NOT CONSIDER this the second reading of and APPROVE/DENY amendments to the City Code of Ordinances Section 38-92 Medical Marihuana Facilities and Section 38-93 Adult Use Marihuana Establishments effective May 21st, 2021.

Staff Recommendations:

CONSIDER and APPROVE

Included in your packet:

1. Amendment to Section 38-92
2. Amendment to Section 38-93

10. New Business

A. Doyle Membership Policy Amendment

Staff: Holly Keyser

In an effort to attract and retain employees part-time and seasonal employees, staff is proposing to include an adult Doyle membership to their compensation; this membership would be effective during the time that they are employed by the City. A proposed policy is included in your packet.

Currently the majority of part-time and seasonal employees are provided a 50 percent discount on a Doyle membership, while Doyle employees, part-paid firefighters, Police reserve officers, and City Commissioners are eligible for a free membership. This proposed revision would expand the free membership to all part-time and seasonal employees. The groups benefitting from this change would include, but not be limited to, seasonal Cemetery and Parks, Spence Softball Complex, Compost and Sturges-Young Center for the Arts employees.

The annual cost of an adult membership is \$394. In this highly competitive hiring environment, this extra benefit may help to recruit and retain these valuable workers.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the amendment to the Doyle Membership Policy as presented.

Included in your packet:

1. Amended Doyle Membership Policy

10. New Business

B. Skid Steer Purchase

Staff: Joshua Czajkowski

The Motor Vehicle Fund included replacement of the Electric Department Skid Steer for the 2020-2021 Fiscal Year. With help from the City Mechanic Dennis Hetman, bid specifications for replacement of this piece of equipment were drafted based on capabilities of the current skid steer as well as staff's experience while demoing units from various manufacturers. City staff demoed three skid steers with similar specifications and capabilities from Caterpillar, John Deere and Gehl. A copy of the bid specification is included in your packet.

Staff received bids and specifications for three units, one each from Caterpillar, John Deere, and Gehl. A bid tabulation is also included in your packet. Of the three units bid, the John Deere 325G skid steer from AIS Equipment was the only unit to meet all minimum bid specifications and was the highest as-bid price at \$63,622.00.

The City Mechanic reviewed all three bids and weighed the proposed equipment against the Electric Department's needs. While the Gehl was the low bid, Dennis found that it fell short on several of the minimum bid specifications, including the lack of a lifetime structure warranty as well as some of the least desirable overall performance ratings of the bids returned.

The Caterpillar unit, a Cat 249D, was the second low bid. Based on Dennis' review of specifications, warranty, performance/power, and tipping load factors (a safety consideration), it is his opinion that the John Deere 325G justifies the price difference. A summary comparison of specifications for all three units is included below.

	John Deere 325G	Caterpillar 249D	Gehl
Tipping Load 35%	4,750 lbs.	1,610 lbs.	1,650 lbs.
Ground clearance	9.3"	7.6 "	7.25"
Breakout Force	4,750 lbs.	3,963 lbs.	2,295 lbs.
Engine hp	74hp	67hp	70hp
Engine Torque	207	153	N/A
Fuel Tank	21 gal.	15 gal.	16.5 gal.
Warranty	24 Months, Unlimited Hours	12 Months, Unlimited Hours	12 Months, Unlimited Hours

In line with the City Mechanic, staff is recommending the John Deere 325G skid steer from AIS Equipment in the amount of \$63,622.00. The skid steer is budgeted at \$58,500.00 for Fiscal Year 2020-2021, with the recommended unit over budget by \$5,122.00. A budget amendment is not required.

Staff is also recommending approval to sell the existing skid steer, a 2014 Caterpillar Multi-Terrain Loader, via public auction.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the purchase of a 2021 John Deere 325G Skid Steer from AIS Construction equipment in the amount of sixty-three thousand, six hundred and twenty-two dollars (\$63,622.00) as presented.

Proposed Motion:

Move that the City Commission AUTHORIZE/NOT AUTHORIZE the sale of vehicle #233-04 a 2014 Caterpillar Multi-Terrain Loader via public auction.

Staff Recommendations:

APPROVE and AUTHORIZE

Included in your packet:

1. Bid Specification
2. Bid Tab

10. New Business

C. Mini Excavator Purchase

Staff: Joshua Czajkowski

The Motor Vehicle Fund included replacement of the Electric Department Mini Excavator for the 2020-2021 Fiscal Year. With assistance from City Mechanic Dennis Hetman, bid specifications for replacement of this equipment were drafted based on capabilities of the current mini excavator as well as staff's experience while demoing units from various manufacturers. City staff demoed four mini excavators with similar specifications and capabilities from Caterpillar, John Deere, Volvo, and Bobcat. A copy of the bid specifications is included in your packet.

Staff received bids and specifications for five units. A bid tab is included in your packet. Volvo and Bobcat were the only manufacturers that were able to meet all minimum bid specifications. The Bobcat was the second low bid overall and the lowest bidder meeting all minimum specifications. A comparison and recommendation from the City Mechanic is included in your packet.

City staff is recommending the Bobcat E35i mini excavator from Carleton Equipment in the amount of \$48,200.00. The mini excavator was budgeted at \$50,000.00 for Fiscal Year 2020-2021.

Staff is also recommending approval to sell the existing mini excavator, a 2014 John Deere 27CTS via public auction.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the purchase of a 2021 Bobcat E35i Mini Excavator from Carleton Equipment Company in the amount of forty-eight thousand two hundred dollars (\$48,200.00) as presented.

Proposed Motion:

Move that the City Commission AUTHORIZE/NOT AUTHORIZE the sale of vehicle #231-04 a 2014 John Deere mini excavator via public auction.

Staff Recommendations:
APPROVE and AUTHORIZE

Included in your packet:

1. Bid Specification
2. Bid Tab
3. City Mechanic Comparison and Recommendation

10. New Business

D. Preliminary Engineering for Sturgis Dam Improvements

Staff: Joshua Czajkowski

In a letter from the Federal Energy Regulatory Commission (FERC) dated January 11, 2021 they approved the City of Sturgis' proposed solution for reducing the Inflow Design Flood (IDF) and addressing the long-term seepage concerns at the main embankment. Several items requiring attention at the main embankment can now move forward given this approval from FERC.

Planned improvements at the Sturgis Dam include raising the detached embankment, replacing the grout mattress on the upstream face of the main embankment with riprap, construction of an ADA compliant path, addressing surface drainage in the area of the embankment toe and access road, and addressing the long-term seepage concerns at the main embankment. A map outlining these improvements in relation to the dam is included in your packet.

Per FERC request, an engineering study needs to be completed prior to these projects moving forward. Included in your packet is a proposal from Lawson-Fisher Associates. The scope of work includes a geotechnical review, evaluation of options for improvement at the main embankment, engineering estimates for the costs associated with each improvement, evaluation of phasing for the project, provision of long-term planning options, and a preliminary engineering report. Two progress meetings will be completed as part of the scope of work.

The cost for the study is an amount not-to-exceed \$68,000.00. Staff is requesting a bid waiver to contract with Lawson-Fisher on this project given their experience with the City's hydro dam and specialty engineering services.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a bid waiver for and the proposal from Lawson-Fisher Associates to conduct the Embankment Rehabilitation Study in an amount not-to-be exceed sixty-eight thousand dollars (\$68,000.00) as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Lawson Fisher Proposal

Noteworthy Meetings / Events

- EDC/SIA/BRA Meeting | April 13th
- Lifecare Contract Committee Meeting | April 14th
- Township Supervisor's Meeting | April 14th
- Small Urban Task Force Meeting | April 15th
- Lifecare Contract Committee Meeting | April 21st
- Ambulance Committee Meeting | April 22nd
- City of Sturgis Job Fair | April 23rd

Upcoming Events

- Sounds of Spring | Downtown | 5:30pm-9:00pm | April 23rd
- Benefit Screening of Dirty Dancing | Sturges-Young | 7:00pm | April 30th
- Styrofoam Recycling | DPS | 9:00am-12:00pm | May 1st
- City Commission Budget Work Session | 5:30pm | May 5th
- Summer Concert Series Kevin B. Klein | Sturges-Young | 7:30pm | May 14th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, MARCH 24, 2021
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 Comm. Good.

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

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

Electric Department Superintendent Josh Czajkowski presented the Arbor Day proclamation.

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

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, as Mayor of the City of Sturgis I do hereby proclaim
April 30th 2021, as

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

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

Assistant City Manager Andrew Kuk presented the Fair Housing proclamation.

FAIR HOUSING MONTH

WHEREAS, The Fair Housing Act was enacted on April 11, 1968 and enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the Fair Housing Act seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing and to emphasize equal housing as a fundamental human right for all; and

WHEREAS, individuals in Sturgis have the right to choose where to live without discrimination based on race, color, religion, age, sex, disability, gender identity, familial status or national origin; and

WHEREAS, the City of Sturgis fully supports the intent and purpose of the Federal Fair Housing Act and looks to promote and further policies and practices in order to achieve the goal of ending housing discrimination.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Sturgis does hereby declare the month of April, 2021 as “Fair Housing Month” in Sturgis.

Moved by Comm. Littman and seconded by Comm. Klinger to approve the agenda as presented with the removal of Item 10D.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

Moved by Comm. Littman and seconded by Comm. Smith to approve the Consent Agenda of April 14, 2021 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from March 24, 2021 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$1,874,852.18 as presented.

8C. Revolving Loan Fund Subrecipient Agreement

APPROVE the subrecipient agreement with Northern Initiatives as presented and AUTHORIZE City Manager Michael Hughes to sign all necessary documents.

8D. Sale of Vehicle # 502-15

APPROVE the sale of unit 502-15, a 2015 Dodge RAM 1500 pickup truck as presented.

8E. 2021 Sounds of Spring Event Requests

APPROVE the requests for Sounds of Spring 2021 as presented.

8F. Change Second June Commission Meeting Date

APPROVE moving the June 16, 2021 City Commission Meeting to June 23, 2021.

8G. Set Public Hearing for W. Congress Sidewalk Repair Assessment District

SET a Public Hearing of Necessity for a Sidewalk Repair Assessment District on W. Congress for the May 12, 2021 City Commission meeting at 6:00 pm.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

City Clerk/Treasurer Kenneth Rhodes explained that Cathi Abbs has submitted an application for the SYCA Board vacancy. Discussion followed.

Moved by Comm. and seconded by Comm. to appoint Cathi Abbs to the Sturges-Young Center for the Arts Board of Directors for a term expiring in May 2022.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

City Manager Michael Hughes and Community Development Director Will Prichard provided information on proposed changes to the marijuana ordinance as it relates to stacked permits and permit extensions. Discussion followed.

Moved by Comm. Good and seconded by Comm. Mullins to consider this the first reading of amendments to the City Code of Ordinances Section 38-92 Medical Marihuana Facilities and Section 38-93 Adult Use Marihuana Establishments as presented.

Voting yea: Seven Voting nay: Wickey Absent: Malone MOTION CARRIED

Moved by Comm. Good and seconded by Comm. Smith to approve the changes to the marihuana ordinance fees as presented.

Voting yea: Five Voting nay: Mullins, Wickey, Hile Absent: Malone MOTION CARRIED

Moved by Comm. Good and seconded by Comm. Mullins to allow the City Manager to approve an additional sixty day extension for marihuana applicants that on April 14, 2021 have both a permit from the City and an approved building permit.

Voting yea: Six Voting nay: Wickey, Hile Absent: Malone MOTION CARRIED

Public Safety Director Ryan Banaszak and City Controller Holly Keyser provided information on the bids and related financing for a new ladder truck for the Fire Department. Discussion followed.

Moved by Comm. Good and seconded by Comm. Wickey to approve the purchase of a mid-mount aerial fire truck from Emergency Vehicles Plus in the amount of one million, two hundred and sixteen thousand, four hundred and forty-one dollars (\$1,216,441.00) as presented.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

Moved by Comm. Good and seconded by Comm. Mullins to adopt the Resolution Authorizing Installment Purchase Agreement as presented.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

WHEREAS, the City of Sturgis, County of St. Joseph, State of Michigan (the “City”), desires to acquire a fire truck (the “Equipment”); and

WHEREAS, under the provisions of Act No. 99, Public Acts of Michigan, 1933, as amended (“Act 99”), the City is authorized to enter into any contracts or agreements for the purchase of the Equipment to be paid for in installments over a period of not to exceed the useful life of the Equipment acquired as determined by resolution of the City; and

WHEREAS, the City shall purchase the Equipment for the sum of \$1,216,441 (the “Purchase

Price”) which shall be financed through the execution of an Installment Purchase Agreement (the “Agreement”) by and among the City, Rosenbauer Minnesota LLC, Wyoming, Minnesota, (the “Vendor”) and Farmers State Bank, LaGrange, Indiana (the “Bank”); and

WHEREAS, the outstanding balance of all purchases by the City under Act 99, exclusive of interest, shall not exceed one and one quarter percent (1-1/4%) of the taxable value of the real and personal property in the City at the date of such contract or agreement; and

WHEREAS, purchase of the Equipment pursuant to the Agreement will not result in the outstanding balance of all such purchases in excess of the limitation contained within Act 99 as set forth above; and

WHEREAS, the Agreement is to be assigned to the Bank; and

WHEREAS, it is necessary to approve entering into the Agreement and authorize the Mayor and City Clerk to execute the Agreement and authorize City officials to execute certain other documentation relative thereto.

NOW THEREFORE, BE IT RESOLVED THAT;

1. Approval of Agreement; Agreement Terms. The City shall incur the debt described above through execution of the Agreement by the officers authorized below which debt shall consist of the Purchase Price of \$1,216,441, which shall be payable in principal and interest payments as determined by the City Manager or Finance Director prior to execution of the Agreement. Interest on the Agreement shall be at the rate of 1.89% per annum. The term of the Agreement shall not exceed fifteen (15) years.

2. Execution and Delivery of Agreement. The Mayor and City Clerk/Treasurer are hereby authorized and directed to execute the Agreement, when in final form, and deliver it to the Bank.

3. Useful Life of Property. The useful life of the Property is hereby determined to be not less than fifteen (15) years.

4. Authorization of Officers. The Mayor, City Clerk/Treasurer, City Manager and Finance Director are each hereby authorized and directed to execute such additional documentation and open such accounts as shall be necessary to effectuate the closing of the Agreement and the assignment thereof to the Bank within the parameters set forth in this resolution.

5. Assignment of Agreement. The assignment of the Agreement by the Vendor to the Bank is hereby approved.

6. Security; Limited Tax Pledge. The City hereby agrees to include in its budget for each year, commencing with the present fiscal year, a sum which will be sufficient to pay the principal of and the interest coming due under the Agreement during such fiscal year. In addition, the City hereby pledges to levy ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the Agreement, subject to applicable constitutional and statutory tax rate limitations.

7. Tax Covenant. The City covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the agreement from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”), including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable.

8. Qualified Tax-Exempt Obligation. The City hereby designates the Agreement as a “qualified tax-exempt obligation” for purposes of deduction of interest expense by financial institutions pursuant to the Code.

9. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded to the extent of such conflict.

Moved by Comm. Smith and seconded by Comm. Mullins to sell unit 718 upon delivery of the new truck and when appropriate.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

City Engineer Barry Cox provided information on a grant to improve Haines Boulevard and Peterson Circle in Stapleton Industrial Park. Discussion followed.

Moved by Comm. Smith and seconded by Comm. Klinger to adopt the Resolution of Support and Funding Level Commitment for the MDOT TEDF grant project at Stapleton Industrial Park as presented.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

**A RESOLUTION OF SUPPORT AND FUNDING LEVEL COMMITMENT
FOR STREET SYSTEM IMPROVEMENTS ASSOCIATED WITH AN MDOT TEDF
CATEGORY A GRANT PROJECT**

WHEREAS, the City of Sturgis recognizes the need to make improvements to its existing street system; and

WHEREAS, the City of Sturgis has an interest in obtaining MDOT TEDF Category A grant funding to accomplish this goal in conjunction with an industry building a facility and adding employees; and

WHEREAS, it is necessary to provide a resolution acknowledging support of the proposed street project and level of funding commitment; and

WHEREAS, the current cost estimate of the proposed street project is \$397,100.00 of which the City would be responsible for \$138,985.00 under a TEDF Category A grant.

NOW THEREFORE BE IT RESOLVED, that the City of Sturgis formally supports said proposed street project and agrees to a funding commitment at \$138,985.00 of the project cost.

Moved by Comm. Littman and seconded by Comm. to recess the April 14th Regular Meeting.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

President Michael Hughes called the Sturgis Housing Development Corporation meeting to order.

City Engineer Barry Cox explained a 50-foot strip of property was excluded from the sale of property to Cobalt Holdings for the purpose of having it dedicated as N. Centerville Road public right-of-way but this area was never transferred to City of Sturgis ownership.

Moved by Dir. Hile and seconded by Dir. Klinger to approve the Quit Claim deed of property along N. Centerville Road to the City of Sturgis as presented and authorize President Michael Hughes to sign all necessary documents.

Voting yea: Nine Voting nay: None Absent: Malone MOTION CARRIED

President Michael Hughes adjourned the Sturgis Housing Development Corporation meeting.

Mayor Robert Hile reconvened the Sturgis City Commission meeting.

Moved by Comm. Mullins and seconded by Comm. Klinger to approve the Declaration of Right of Way resolution for N. Centerville Road as presented.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

DECLARATION OF RIGHT OF WAY

This declaration (the “Declaration”) is made this 14th day of April, 2021 by the CITY OF STURGIS, of 130 N. Nottawa Street, Sturgis, MI 49091 (“Declarant”) to establish certain public rights which will apply to the real estate located in the City of Sturgis, County of St. Joseph, State of Michigan, more fully described as follows:

A parcel of land formerly located in the West half of Section 36, Township 7 South, Range 10 West, Sherman Township, now located in the City of Sturgis, St. Joseph County, Michigan, more particularly described as follows:

The West 50 feet of the following describe property:

Commencing at the Southwest corner of Section 36, Town 7 South, Range 10 West, thence North 00° 06’45” East along the West line of said Section 1468.50 feet to the point of beginning, thence North 00° 06’45” East along the West line of said Section 770.00 feet, then South 89°57’45” East parallel with the South line of said Section to the Westerly margin of the abandoned railroad right of way, thence South 06°04’15” East along said Westerly margin of the abandoned railroad right of way to a point 695.31 feet east of the point of beginning, thence North 89°57’45” West parallel with the South line of said Section 695.31 feet to the point of beginning (“Premises”).

Declarant is the owner of the Premises described above and is recording this document to establish certain public rights with respect to the Premises.

Declarant declares and establishes a public right of way and a right to place and maintain a roadway and public utilities, with customary connections and accessories, upon the Premises.

This declaration is exempt from tax under MCL 207.505(h)(i) and 207.526(h)(i).

The City Commission had consensus to instruct City Staff to review the concept of utilizing a third party for plan reviews for development projects.

Moved by Comm. Littman and seconded by Comm. Bir to go into Closed Session to discuss the potential purchase of property.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

Meeting recessed at 7:59 p.m.

Meeting reconvened at 8:22 p.m.

Moved by Comm. Klinger and seconded by Comm. Mullins to approve a purchase agreement for a purchase of four lots and an option on four lots in Subdivision II with Westview Capital.

Voting yea: Eight Voting nay: None Absent: Malone MOTION CARRIED

The meeting was adjourned at 8:25 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				
04-16-2021	239684M	04675	PATRICK ABSTRACT &	144,275.79
04-01-2021	PR0553M	00061	CITY OF STURGIS PAYROLL	268,362.00
04-12-2021	T13619M	00449	CENTURY BANK & TRUST	3,161.00
04-26-2021	T13620M	04389	FRONTIER COMMUNICATIONS A	51.26
04-26-2021	T13621M	04389	FRONTIER COMMUNICATIONS A	51.26
04-21-2021	T13622M	04389	FRONTIER COMMUNICATIONS A	53.43
04-26-2021	T13623M	04389	FRONTIER COMMUNICATIONS A	204.34
04-01-2021	T13624M	05892	PAYCOR	289.65
04-01-2021	T13625M	05892	PAYCOR	1,101.72
04-01-2021	T13626M	05892	PAYCOR	330.73
04-07-2021	T13627M	05892	PAYCOR	895.02
04-28-2021	T13628M	04389	FRONTIER COMMUNICATIONS A	44.70
04-30-2021	T13629M	03770	MICHIGAN GAS UTILITIES	45.72
04-30-2021	T13630M	03770	MICHIGAN GAS UTILITIES	121.24
04-01-2021	T13631M	06121	GREENBAKER RENEWABLE ENERGY	2,346.03
04-14-2021	T13632M	04088	BLUE CROSS BLUE SHIELD OF MI	30,876.76
04-15-2021	T13633M	05892	PAYCOR	542.38
04-19-2021	T13634M	04197	MI PUBLIC POWER AGENCY	178,816.58
04-01-2021	T13635M	06030	VERIZON CONNECT NWF INC	113.33
04-25-2021	T13636M	04197	MI PUBLIC POWER AGENCY	11,909.15
04-19-2021	T13637M	00108	STATE OF MICHIGAN	46,570.52
04-30-2021	T13638M	04524	ALERUS FINANCIAL	23,015.00
04-19-2021	T13639M	00291	STURGIS JOURNAL	226.00
04-01-2021	T13640M	06030	VERIZON CONNECT NWF INC	113.33
04-30-2021	T13641M	03286	THE BANK OF NY MELLON TRUST CO	24,319.85
04-21-2021	T13642M	04088	BLUE CROSS BLUE SHIELD OF MI	5,892.77
04-01-2021	T13643M	00062	CITY OF STURGIS-EMPLOYEE INS	59,181.66
04-01-2021	T13644M	04294	CITY OF STURGIS-BASIC/SBT	169.40
04-01-2021	T13645M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,272.21
04-01-2021	T13646M	00065	DOYLE MEMBERSHIP TRANSFER	2,166.88
04-01-2021	T13647M	00063	CITY OF STURGIS TAX TRANSFER	15,174.67
04-01-2021	T13648M	05123	COMERICA BANK-INST TRUST SERV	27,913.44
04-01-2021	T13649M	03229	CITY OF STURGIS-WORKERS COMP	2,348.77
04-01-2021	T13650M	00064	INTL CITY MGMT ASSOC RETR CORP	5,992.47
04-01-2021	T13651M	04609	FIFTH THIRD/HSA TXFR	550.00
04-12-2021	T13652M	00512	CAMOCO FUEL SYSTEM	9,858.90
Automatic Checks				
04-28-2021	239685	00275	A B'S GLOVE & ABRASIVES INC	230.40
04-28-2021	239686	00066	ACTION QUICK PRINT PLUS	95.50
04-28-2021	239687	00332	ALEXANDER CHEMICAL CORP	444.13
04-28-2021	239688	02334	ALLMAKE BROADCOM	553.00
04-28-2021	239689	06119	AMAZON.COM SALES INC	873.45
04-28-2021	239690	05634	AMIGO CENTRE	358.80
04-28-2021	239691	00624	AQUA BLAST CARWASH SYSTEMS INC	416.00
04-28-2021	239692	00130	BANDHOLTZ PAINT MFG CO	142.61
04-28-2021	239693	06111	BASIC BENEFITS, LLC	196.00
04-28-2021	239694	05634	BEL-AIRE HEATING & AIR COND	160.00
04-28-2021	239695	06117	BENITA ANN LEWIS	45.00
04-28-2021	239696	00072	BIRD, SCHESKE, REED & BEEMER,	2,983.01
04-28-2021	239697	00743	BLACKBURN MANUFACTURING CO	672.70
04-28-2021	239698	00296	BLAKE A BOCHERT	24.07
04-28-2021	239699	02749	HARLAN BLOOD	15.00
04-28-2021	239700	05080	BOBILYA CHRYSLER DODGE JEEP	60.00
04-28-2021	239701	00005	BOGEN CONCRETE INC	6,074.55
04-28-2021	239702	05991	BORGESS MEDICAL GROUP	207.00
04-28-2021	239703	00315	CENTURYLINK	41.99
04-28-2021	239704	05951	CONSTANTINE FLOORING CENTER	300.00
04-28-2021	239705	06065	COOPER'S TRENCHING INC	5,500.00
04-28-2021	239706	05108	CORRIGAN OIL CO	962.61
04-28-2021	239707	05863	COTTINS DO IT BEST HARDWARE	221.64
04-28-2021	239708	05925	CREATIVE DINING SERVICES	6,428.66
04-28-2021	239709	00152	CULLIGAN WATER CONDITIONING	181.35
04-28-2021	239710	01119	DAVID W LUDDERS	84.00
04-28-2021	239711	05153	DLT SOLUTIONS LLC	2,862.46
04-28-2021	239712	03095	MARY DRESSER	60.00
04-28-2021	239713	06123	EVE FITNESS LLC	220.00
04-28-2021	239714	06116	FARRA SCHULER	40.00
04-28-2021	239715	04225	FARWEST LINE SPECIALTIES LLC	457.18
04-28-2021	239716	00169	FASTENAL COMPANY	549.19
04-28-2021	239717	05151	FAWN RIVER MECHANICAL LLC	90.00
04-28-2021	239718	05490	FERGUSON WATERWORKS #3386	3,936.97
04-28-2021	239719	00460	FITNESS THINGS INC	690.00
04-28-2021	239720	02228	ROLLAND GARY INC.	1,905.33
04-28-2021	239721	00183	W W GRAINGER INC	1,254.26
04-28-2021	239722	06104	GRANTSMANSHIP CONSULTING LLC	3,330.00
04-28-2021	239723	03806	GREAT LAKES PEST CONTROL	365.00
04-28-2021	239724	04348	HAGADORN MECHANICAL SERVICES	205.33
04-28-2021	239725	03515	HYDROCORP	1,732.00
04-28-2021	239726	05842	JOHN DEERE FINANCIAL	215.52

04-28-2021	239727	00020	KENDRICK STATIONERS INC	307.74
04-28-2021	239728	04071	KS AUTO SERVICE INC	88.00
04-28-2021	239729	01846	LAGRANGE CO CHAM OF COMMERCE	235.00
04-28-2021	239730	06136	LAGRANGE STANDARD	600.00
04-28-2021	239731	05977	LAKELAND INTERNET LLC	106.94
04-28-2021	239732	00216	LAWSON PRODUCTS INC	130.07
04-28-2021	239733	00394	LAWSON-FISHER ASSOCIATES PC	9,316.00
04-28-2021	239734	03684	LEXISNEXIS RISK SOLUTIONS	300.00
04-28-2021	239735	03256	LIMA ELEVATOR COMPANY INC	61.50
04-28-2021	239736	05156	M A A C PROPERTY SERVICES	4,190.50
04-28-2021	239737	04533	THE MACOMB GROUP	19,952.31
04-28-2021	239738	05634	MADELEINE HANSELMAN	50.00
04-28-2021	239739	00041	MARTIN CALVILLO	89.34
04-28-2021	239740	05945	MED SAFETY PLUS LLC	188.48
04-28-2021	239741	00585	MI ASSOC OF CHIEFS OF POLICE	1,295.00
04-28-2021	239742	03774	STATE OF MICHIGAN	129.75
04-28-2021	239743	05121	MICKEY'S LINEN	165.97
04-28-2021	239744	06026	MID-CITY SUPPLY CO INC	99.94
04-28-2021	239745	04702	MILLER JOHNSON ATTORNEYS	1,719.25
04-28-2021	239746	04014	MILLERS SALES & SERVICE	312.65
04-28-2021	239747	05051	MILSOFT UTILITY SOLUTIONS	500.54
04-28-2021	239748	02040	MORRIS EXCAVATING	3,000.00
04-28-2021	239749	06069	NAPA AUTO PARTS	631.01
04-28-2021	239750	05096	NATIONAL HOSE TESTING	1,282.50
04-28-2021	239751	05932	O'REILLY AUTO ENTERPRISES LLC	394.57
04-28-2021	239752	03934	OUDBIER INSTRUMENT CO	993.13
04-28-2021	239753	05671	PACE ANALYTICAL SERVICES LLC	165.00
04-28-2021	239754	02365	G PERSING INC	695.75
04-28-2021	239755	05042	PLANT GROWTH MANAGEMENT SYSTEM	4,712.00
04-28-2021	239756	05026	PLUMMER'S ENVIRONMENTAL	235.00
04-28-2021	239757	00033	POSTNET POSTAL & BUSINESS	168.66
04-28-2021	239758	00485	POWER LINE SUPPLY	6,149.60
04-28-2021	239759	00031	POWER SYSTEM ENGINEERING INC.	3,567.90
04-28-2021	239760	04481	PROF SPORTS SPECIFIC TRAINING	270.00
04-28-2021	239761	05739	RENEWABLE WORLD ENERGIES LLC	10,170.49
04-28-2021	239762	00035	RESCO	26,343.92
04-28-2021	239763	06025	RICHARDS SEWER & SEPTIC INC	375.00
04-28-2021	239764	06005	S ALLEN DESIGN ARCHITECT	5,200.00
04-28-2021	239765	06118	SANG PARK	15.00
04-28-2021	239766	05767	SHAW INTEGRATED SOLUTIONS	2,351.20
04-28-2021	239767	00208	R SMITH & SONS INC	109.82
04-28-2021	239768	06094	SOS SERVICE INC	635.50
04-28-2021	239769	06135	SPECTRUM TRAINING SOLUTIONS	2,880.00
04-28-2021	239770	04310	SSOE GROUP INC	1,066.50
04-28-2021	239771	01546	ST JOSEPH CO ROAD COMMISSION	25,000.00
04-28-2021	239772	00488	STATE SYSTEMS RADIO INC	195.00
04-28-2021	239773	03773	STOOPS FREIGHTLINER	276.50
04-28-2021	239774	00291	STURGIS JOURNAL	940.40
04-28-2021	239775	00507	STURGIS OVERHEAD DOOR & LADDER	8,000.00
04-28-2021	239776	04140	SWICK BROADCASTING COMPANY	200.00
04-28-2021	239777	02819	T & R SERVICE COMPANY	180.00
04-28-2021	239778	05682	ROBERT TAYLOR	80.00
04-28-2021	239779	06125	THE COPY IMAGE INC	46.94
04-28-2021	239780	00047	CITY OF THREE RIVERS	500.00
04-28-2021	239781	01791	TITANIUM SOLUTIONS INC	550.00
04-28-2021	239782	05777	TRACE ANALYTICAL LABORATORIES	207.00
04-28-2021	239783	04773	TRIANGLE DIGITAL PRINTING INC	265.00
04-28-2021	239784	01238	UNITED PARCEL SERVICE	12.36
04-28-2021	239785	04453	VERIZON WIRELESS	85.12
04-28-2021	239786	06089	WENGER CORPORATION	403.00
04-28-2021	239787	06107	YEOMAN, TALIA	420.00
04-28-2021	D01671	00077	CARQUEST AUTO PARTS	16.17
04-28-2021	D01672	02983	CINTAS LOCATION #351	1,441.16
04-28-2021	D01673	03922	MARANA GROUP	3,131.45
04-28-2021	D01674	03944	PRAXAIR DISTRIBUTION INC	66.81
04-28-2021	D01675	04792	VILLA ENVIRONMENTAL CONSULTANT	200.00

Manual Total	\$869,357.96
Automatic Total	\$198,653.15

Grand Total	\$1,068,011.11
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PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 03/28/2021
PR0553M PAYROLL DATE 04/01/2021

GENERAL	\$137,531.60
MAJOR STREET	5,742.46
LOCAL STREET	2,913.29
CEMETERY	3,793.89
DDA	775.00
AIRPORT	295.05
BUILDING	2,543.60
STURGES-YOUNG CENTER FOR THE ARTS	5,796.00
RECREATION	1,904.44
DOYLE RECREATION CENTER	6,514.89
ELECTRIC	68,226.32
SEWER	16,295.16
WATER	13,668.39
MOTOR VEHICLE	2,361.91
Payroll Sub-Total	\$268,362.00

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8C

From: [Kimberlee Bontrager](#)
To: [Holly Keyser](#)
Subject: City of Sturgis Retirement Board
Date: Monday, April 19, 2021 10:27:09 AM

Holly,

It is with great regret that I must resign from the Retirement Board for the City. We have had a personnel shift at our office which will require my focus in the coming months. I enjoyed my time working with you and the rest of the committee and I wish you the best moving forward.

Respectfully,
Kim Bontrager

--

Kimberlee Locey Bontrager
President
Locey CPA, LLC
67036 North M-66
Sturgis, Michigan 49091
Office 269.651.4225
Fax 269.651.1989

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8D

EASEMENT

MIDWEST V, LLC, a Michigan limited liability company of 1435 Fulton Street, 2nd Floor, Grand Haven, MI 49424, Party of the First Part, in consideration of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the CITY OF STURGIS, a Michigan municipal corporation of the State of Michigan, of 130 N. Nottawa, Sturgis, Michigan 49091, Party of the Second Part, hereby conveys and warrants to the Party of the Second Part, its successors and assigns, FOREVER, the easement and right to install and maintain sidewalks and public utilities together with the usual services, connections, and accessories, over and across the following described parcel of land situated in the City of Sturgis, St. Joseph County, Michigan, described as follows, to-wit:

That part of the West 1/2 of Section 36, Town 07 South, Range 10 West, Sherman Township, City of Sturgis, St. Joseph County, Michigan described as: Commencing at the Center of said Section 36, then along the North-South 1/4 line of Section 36, South 00 degrees 20 minutes 16 seconds East 71.94 feet; then parallel with the East-West 1/4 line of said Section 36, South 89 degrees 41 minutes 39 seconds West 50.00 feet to the West right of way line of North Nottawa (M-66) and the POINT OF BEGINNING for this easement description; then continuing South 89 degrees 41 minutes 39 seconds West 350.00 feet, then North 00 degrees 18 minutes 17 seconds West 20.00 feet, then parallel with the East-West 1/4 line of said Section 36, North 89 degrees 41 minutes 39 seconds East 329.99 feet to a point which is 20 feet West of the West line of North Nottawa (M-66), then parallel with the North-South 1/4 line of Section 36; North 00 degrees 20 minutes 16 seconds West 279.99 feet, then parallel with the East-West 1/4 line of said Section 36, North 89 degrees 41 minutes 39 seconds East 20.00 feet to the West right of way line of North Nottawa (M-66), then parallel with the North-South 1/4 line of Section 36, South 00 degrees 20 minutes 16 seconds East 300.00 feet to the point of beginning.

WITH FULL RIGHT AND AUTHORITY to the Party of the Second Part, its successors

and assigns, and its and their agents, and employees, to enter at all times upon said premises for the purpose of constructing, repairing, substituting, removing, enlarging, replacing and maintaining any or all of the said sidewalks and utilities, services, connections and accessories.

As a part of the consideration of this Easement, Party of the Second Part agrees to restore the ground surface to original condition if future improvements are installed.

This transfer is exempt from county real estate transfer tax under MCL 207.505(a). This transfer is exempt from state real estate transfer tax under MCL 207.526(a).

IN WITNESS WHEREOF, the Parties have set their hands and seals this ____ day of April, 2021

MIDWEST V, LLC

By: _____
Scott M. Knowlton
Its: Manager

PARTY OF THE FIRST PART

CITY OF STURGIS

By: _____
Robert Hile, Mayor

Kenneth Rhodes, Clerk

PARTY OF THE SECOND PART

STATE OF MICHIGAN)
) SS:
COUNTY OF ST. JOSEPH)

On this ____ day of April, 2021, before me, a Notary Public in and for said County, appeared Scott M. Knowlton, to me personally known, who, being by me duly sworn, did for himself say that he is the Manager of MIDWEST V, LLC, the company named in and which executed the within instrument; and that said instrument was signed and sealed on behalf of said company by authority of its bylaws; and said Scott M. Knowlton acknowledged said instrument to be the free act and deed of said company.

_____, Notary Public

St. Joseph County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
) SS:
COUNTY OF ST. JOSEPH)

On this ____ day of April, 2021, 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 each for himself say that they are respectively the Mayor and Clerk of the CITY OF STURGIS, the corporation named in and which executed the within instrument; that said instrument was signed and sealed on behalf of said corporation by authority of its City Commission; and said ROBERT HILE and KENNETH RHODES acknowledged said instrument to be the free act and deed of said corporation.

, Notary Public

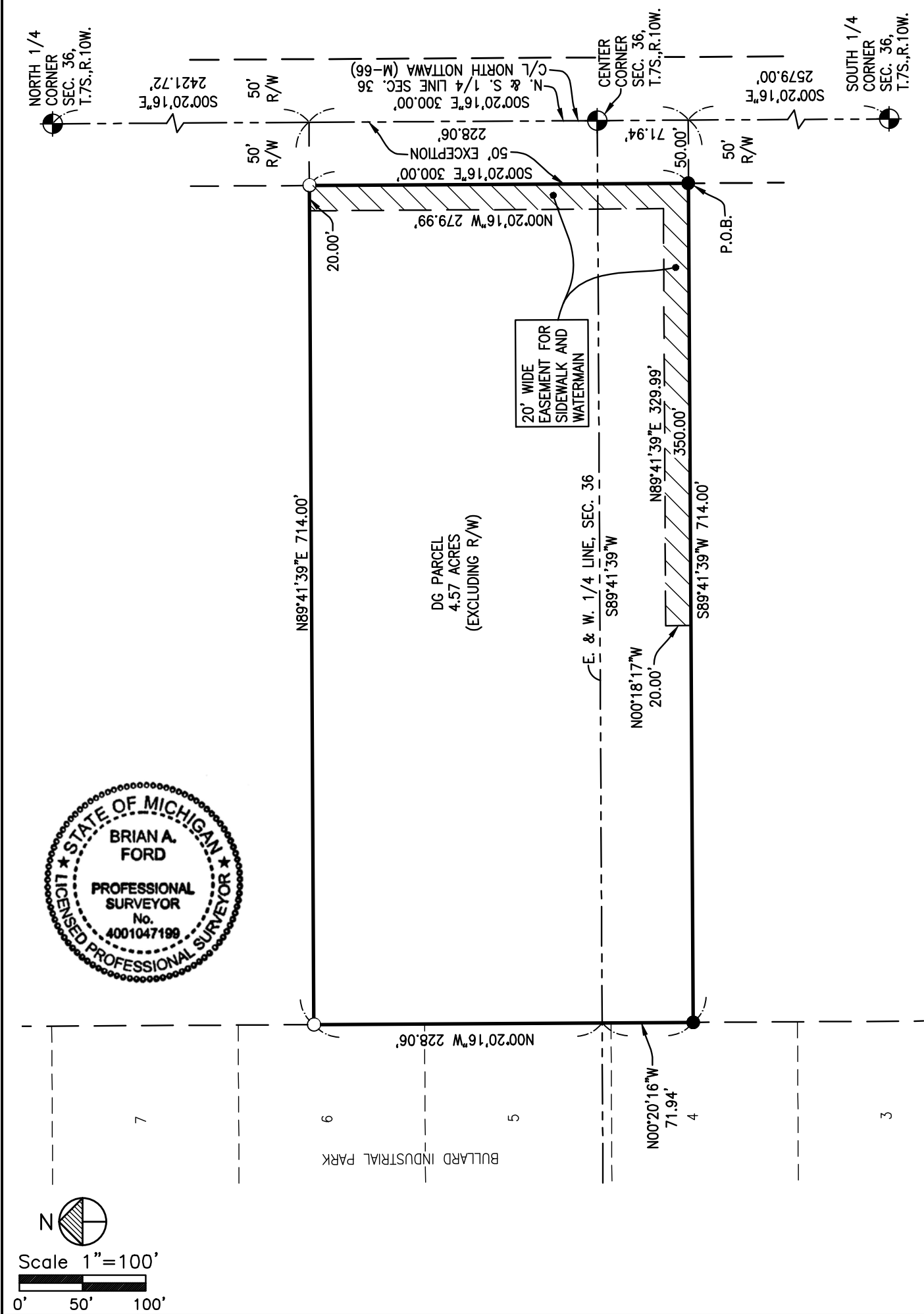
St. Joseph County, Michigan


My Commission Expires:_____

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

EXHIBIT "A"

(SIDEWALK AND UTILITY EASEMENT – SEE
SHEET 2 OF 2 FOR EASEMENT DESCRIPTION)



 Brian A. Ford Professional Surveyor No. 4001047199		Milanowski and Englert Engineering and Surveying 403 Oak Street – Spring Lake, Michigan 49456 Phone(616)847-4070 Fax(616)847-6626	
<p><i>This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.</i></p> <p>LEGEND</p> <ul style="list-style-type: none">□ SET CON. MON■ FOUND CONC. MON○ SET CAPPED IRON△ SET MAG NAIL● FOUND IRON"X" SET CUT "X"P. PLATTEDM. MEASUREDD. DESCRIBEDCALC. CALCULATED		FOR MIDWEST V, LLC	
		Sec. 36, T.7S.,R.10W., CITY OF STURGIS	
		DATE JANUARY 5, 2021	DRAWN BY TV
		SHEET 1 of 2	JOB NO. 16299-ESMT

EASEMENT

MIDWEST V, LLC, a Michigan limited liability company of 1435 Fulton Street, 2nd Floor, Grand Haven, MI 49424, Party of the First Part, in consideration of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the CITY OF STURGIS, a Michigan municipal corporation of the State of Michigan, of 130 N. Nottawa, Sturgis, Michigan 49091, Party of the Second Part, hereby conveys and warrants to the Party of the Second Part, its successors and assigns, FOREVER, the easement and right to install and maintain a sanitary sewer together with the usual services, connections, and accessories, over and across the following described parcel of land situated in the City of Sturgis, St. Joseph County, Michigan, described as follows, to-wit:

That part of the West 1/2 of Section 36, Town 07 South, Range 10 West, Sherman Township, City of Sturgis, St. Joseph County, Michigan described as: Commencing at the Center of said Section 36, then along the North-South 1/4 line of Section 36, South 00 degrees 20 minutes 16 seconds East 71.94 feet; then parallel with the East-West 1/4 line of said Section 36, South 89 degrees 41 minutes 39 seconds West 714.00 feet to the East line of Bullard Industrial Park located in said West 1/2 of Section 36 and the POINT of BEGINNING of this easement; then along the East line of Bullard Industrial Park, North 00 degrees 20 minutes 16 seconds West 71.94 feet to the East-West 1/4 line of said Section 36; then continuing along said East line, North 00 degrees 20 minutes 16 seconds West 228.06 feet; then parallel with the East-West 1/4 line of said Section 36, North 89 degrees 41 minutes 39 seconds East 20.00 feet; then parallel with the East line of Bullard Industrial Park, South 00 degrees 20 minutes 16 seconds East 300.00 feet; then South 89 degrees 41 minutes 39 seconds West 20.00 feet to the point of beginning.

WITH FULL RIGHT AND AUTHORITY to the Party of the Second Part, its successors and assigns, and its and their agents, and employees, to enter at all times upon said premises for the purpose of constructing, repairing, substituting, removing, enlarging, replacing and maintaining any

or all of the said sanitary sewer, services, connections and accessories.

As a part of the consideration of this Easement, Party of the Second Part agrees to restore the ground surface to original condition if future improvements are installed.

This transfer is exempt from county real estate transfer tax under MCL 207.505(a). This transfer is exempt from state real estate transfer tax under MCL 207.526(a).

IN WITNESS WHEREOF, the Parties have set their hands and seals this ____ day of April, 2021

MIDWEST V, LLC

By: _____
Scott M. Knowlton
Its: Manager

PARTY OF THE FIRST PART

CITY OF STURGIS

By: _____
Robert Hile, Mayor

Kenneth Rhodes, Clerk

PARTY OF THE SECOND PART

STATE OF MICHIGAN)
) SS:
COUNTY OF ST. JOSEPH)

On this ____ day of April, 2021, before me, a Notary Public in and for said County, appeared Scott M. Knowlton, to me personally known, who, being by me duly sworn, did for himself say that he is the Manager of MIDWEST V, LLC, the company named in and which executed the within instrument; and that said instrument was signed and sealed on behalf of said company by authority of its bylaws; and said Scott M. Knowlton acknowledged said instrument to be the free act and deed of said company.

_____, Notary Public

St. Joseph County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
) SS:
COUNTY OF ST. JOSEPH)

On this ____ day of April, 2021, 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 each for himself say that they are respectively the Mayor and Clerk of the CITY OF STURGIS, the corporation named in and which executed the within instrument; that said instrument was signed and sealed on behalf of said corporation by authority of its City Commission; and said ROBERT HILE and KENNETH RHODES acknowledged said instrument to be the free act and deed of said corporation.

, Notary Public

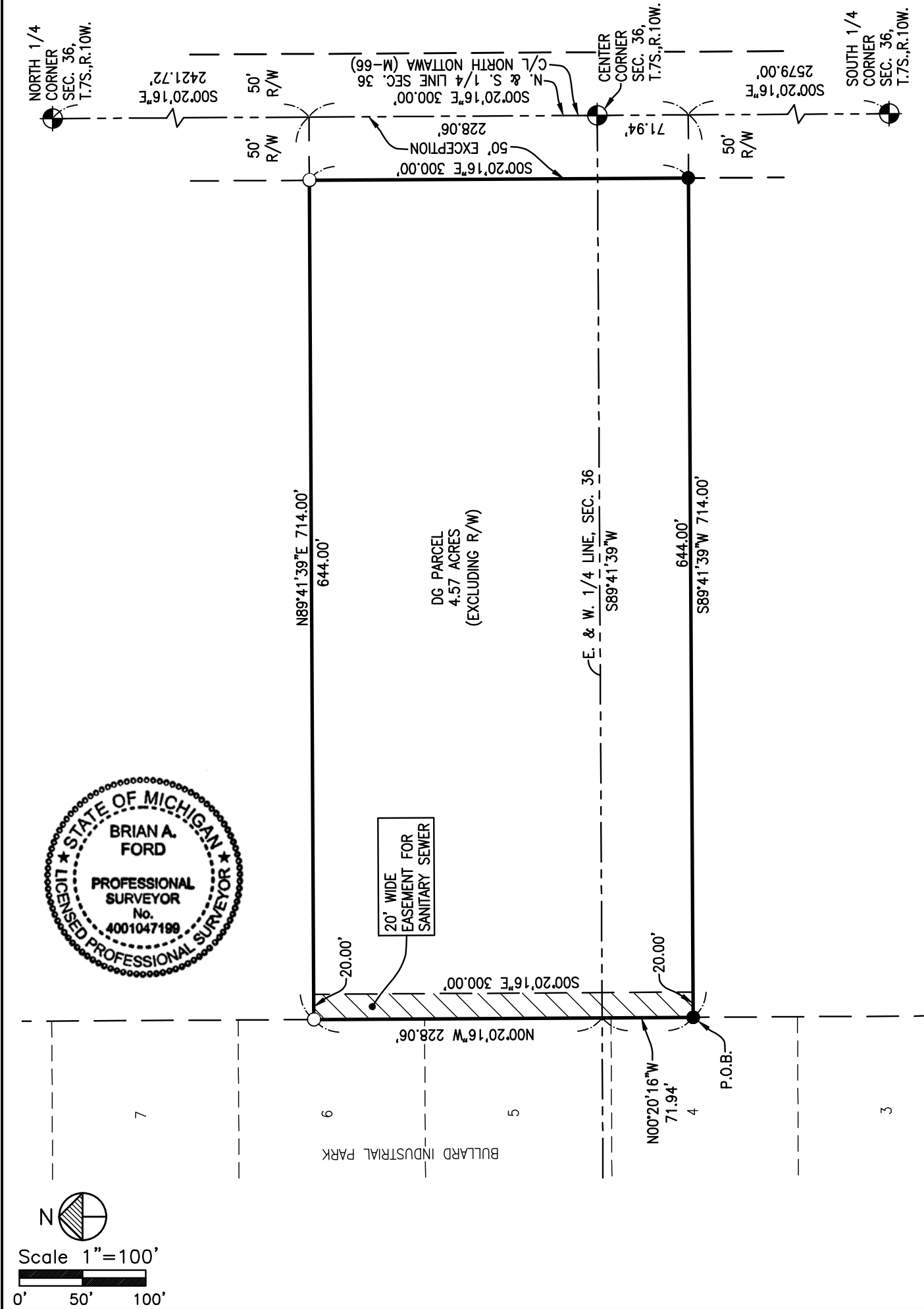
St. Joseph County, Michigan


My Commission Expires:_____

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

EXHIBIT "B"

(SANITARY SEWER EASEMENT – SEE SHEET 2
OF 2 FOR EASEMENT DESCRIPTION)



<div> Brian A. Ford Professional Surveyor No. 4001047199</div>		<div>Milanowski and Englert Engineering and Surveying 403 Oak Street – Spring Lake, Michigan 49456 Phone(616)847-4070 Fax(616)847-6626</div>	
<div><i>This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.</i></div> <div>LEGEND<ul style="list-style-type: none">□ SET CON. MON■ FOUND CONC. MON○ SET CAPPED IRON△ SET MAG NAIL● FOUND IRON"X" SET CUT "X"P. PLATTEDM. MEASUREDD. DESCRIBEDCALC. CALCULATED</div>		FOR MIDWEST V, LLC	
		Sec. 36, T.7S.,R.10W., CITY OF STURGIS	
		DATE JANUARY 5, 2021	DRAWN BY TV
		SHEET 1 of 2	JOB NO. 16299-ESMT

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8E

Bid tab for 350kcmil CU primary URD cable : 11,400'

<u>Vendor</u>	<u>Manufacturer</u>	<u>Qty.</u>	<u>Cost per Foot</u>	<u>Total</u>	<u>Lead time & notes</u>
All Phase Electric		11,400			Unable to bid at this time

<u>Vendor</u>	<u>Manufacturer</u>	<u>Qty.</u>	<u>Cost per Foot</u>	<u>Total</u>	<u>Lead time & notes</u>
Irby Utilities	Okonite	11,400	\$10.495	\$119,643.00	7-13 Weeks

<u>Vendor</u>	<u>Manufacturer</u>	<u>Qty.</u>	<u>Cost per Foot</u>	<u>Total</u>	<u>Lead time & notes</u>
Power Line Supply	Okonite	11,400	\$10.360	\$118,104.00	7-13 Weeks

<u>Vendor</u>	<u>Manufacturer</u>	<u>Qty.</u>	<u>Cost per Foot</u>	<u>Total</u>	<u>Lead time & notes</u>
RESCO	Okonite	11,400	\$15.400	\$175,560.00	8 Weeks

<u>Vendor</u>	<u>Manufacturer</u>	<u>Qty.</u>	<u>Cost per Foot</u>	<u>Total</u>	<u>Lead time & notes</u>
WESCO		11,400			Unable to bid at this time

<u>Vendor</u>	<u>Manufacturer</u>	<u>Qty.</u>	<u>Cost per Foot</u>	<u>Total</u>	<u>Lead time & notes</u>
		11,400			Unable to bid at this time

Sealed bids due by 4pm on 4/21/2021

Recommended : Power Line Supply

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 9A

AMENDMENTS TO CITY ORDINANCES
PERTAINING TO THE AUTHORIZATION AND PERMITTING
OF COMMERCIAL MEDICAL MARIHUANA FACILITIES

An ordinance to amend Chapter 38-Article IV Section 38-92 of the Ordinances of the City of Sturgis to provide for the modification of operational requirements of commercial medical marihuana facilities.

WHEREAS, the City Commission, has determined that it is in the best interest of the residents of the City to modify the City Ordinances to provide for the modification of operational requirements of commercial medical marihuana facilities;

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan ordains: Chapter 38-Article IV, Section 38-92 of the City Ordinances is hereby amended as follows effective as of May 21, 2021.

ARTICLE IV. OFFENSES AGAINST PUBLIC SAFETY

Sec. 38-92 MEDICAL MARIHUANA FACILITIES

- (a) *Purpose.* The purpose of this Ordinance is to exercise the police regulatory powers of the City of Sturgis by licensing and regulating provisioning centers, grower facilities, safety compliance facilities, processor facilities, and secure transporter to the extent permissible under the State of Michigan and to protect the public health, safety and welfare of the residents of the City of Sturgis. It is not the purpose or intent of this Ordinance to diminish, abrogate, or restrict the protections for medical use of marihuana found in the Michigan Medical Marihuana Act or City Ordinance Sec. 38-91.
- (b) *Definitions.* The following words, terms and phrases when used in this Section shall have the meanings ascribed to them in this Subsection. Definitions from Section 38-93, when used in this section shall have the meanings ascribed to them in that Section when referring to Adult Use (Recreational) Marihuana:
- (1) “*Applicant*”, unless specifically stated to mean a state License, means an individual, organization, partnership, company, corporation enterprise, or other entity that applies for a Municipal License as well as the person or persons associated with the Applicant. For purposes of this definition, an Applicant includes a managerial employee of the Applicant, a person holding a direct or indirect ownership interest of more than 10% in the Applicant, and the following for each type of Applicant:
- For an individual or sole proprietorship: the proprietor and spouse.

- For a partnership and limited liability partnership: all partners and their spouses.
- For a limited partnership and limited liability limited partnership: all general and limited partners, not including a limited partner holding a direct or indirect ownership interest of 10% or less and who does not exercise control over or participate in the management of the partnership, and their spouses.
- For a limited liability company: all members and managers, not including a member holding a direct or indirect ownership interest of 10% or less and who does not exercise control over or participate in the management of the company, and their spouses.
- For a privately held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, not including those holding a direct or indirect ownership interest of 10% or less, and their spouses.
- For a publicly held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, not including those holding a direct or indirect ownership interest of 10% or less, and their spouses.
- For a multilevel ownership enterprise: any entity or person that receives or has the right to receive more than 10% of the gross or net profit from the enterprise during any full or partial calendar or fiscal year.
- For a nonprofit corporation: all individuals and entities with membership or shareholder rights in accordance with the articles of incorporation or the bylaws and their spouses.

For purposes of this definition, an Applicant does not include:

- A person who provides financing to an applicant or licensee under a bona fide financing agreement at a reasonable interest rate.
- A franchisor who grants a franchise to an applicant, provided that the franchisor does not have the right to receive royalties based upon the sale of marihuana or marihuana- infused products by the applicant who is a franchisee. Nothing herein shall be construed to preclude a franchisor from charging an applicant who is a franchisee a fixed fee. As used in this definition, the terms “franchise,” “franchisor,” and “franchisee” shall have the meanings set forth in section 2 of the Franchise Investment Law, 1974 PA 269, MCL 445.1502.
- A person receiving reasonable payment for rent on a fixed basis under a bona fide lease or rental obligation.

- A person receiving reasonable payment under a licensing agreement or contract concerning the licensing of intellectual property including, but not limited to, brands and recipes.
- (2) “*Application*” means an Application for a Permit under this Ordinance and includes all supplemental documentation attached or required to be attached thereto.
 - (3) “*Application Documents*” means the items required as part of an Application submitted to the City prior to them being accepted as complete as provided in Subsection (e)(1).
 - (4) “*Clerk*” means the City of Sturgis Clerk or his/her designee.
 - (5) “*Co-Located Facility*” means marihuana businesses holding 2 or more types of state operating licenses under the MRTMA and MMFLA operating within a single location.
 - (6) “*Commercial Medical Marihuana Facility*” or “*Facility*” means one of the following:
 - i. “*Provisioning Center*,” as that term is defined in the Medical Marihuana Facilities Licensing Act, Public Act 281 of 2016 (“MMFLA”);
 - ii. “*Processor*,” as that term is defined in the MMFLA;
 - iii. “*Secure Transporter*,” as that term is defined in the MMFLA;
 - iv. “*Grower*,” including *Class A*, *Class B* and *Class C*, as those terms are defined in the MMFLA;
 - v. “*Safety Compliance Facility*,” as that term is defined in the MMFLA.
 - (7) “*Department*” means the Michigan State Department of Licensing and Regulatory Affairs or any authorized designated Michigan agency authorized to regulate, issue or administer a Michigan License for a Commercial Medical Marihuana Facility.
 - (8) “*License*” means a current and valid License for a Commercial Medical Marihuana Facility issued by the State of Michigan.
 - (9) “*Licensee*” means a Person holding a current and valid Michigan License for a Commercial Medical Marihuana Facility.
 - (10) “*Marihuana*” means that term as defined in Section 7106 of the Michigan Public Health Code, 1978 PA 368, MCL 333.7106.
 - (11) “*Michigan Regulation and Taxation of Marihuana Act*” or MRTMA means

Initiated Law 1 of 2018, MCL 333.27951 et. seq.

- (12) “*Medical Marihuana*” means that term as defined in MCL 333.26423.
- (13) “*Paraphernalia*” means drug paraphernalia as defined in section 7451 of the Michigan Public Health Code, 1978 PA 368, MCL 333.7451, that is or may be used in association with Medical Marihuana.
- (14) “*Patient*” means a “registered qualifying patient” or a “visiting qualifying patient” as those terms are defined by MCL 333.26421, et seq.
- (15) “*Permit*” means a current and valid Permit for a Commercial Medical Marihuana Facility issued under this Ordinance, which shall be granted to a Permit Holder only for and limited to a specific Permitted Premises and a specific Permitted Property. Said Permit shall be in addition to the Special Use Permit required to be obtained under the City Zoning Ordinance.
- (16) “*Permit Holder*” means the Person that holds a current and valid Permit issued under this Ordinance.
- (17) “*Permit Slot*” means an unissued permit available to be issued to an Applicant.
- (18) “*Permitted Premises*” means the particular building, buildings, or tenant space within which the Permit Holder will be authorized to conduct the Facility’s activities pursuant to the Permit.
- (19) “*Permitted Property*” means the real property comprised of a lot, parcel or other designated unit of real property upon which the Permitted Premises is situated.
- (20) “*Person*” means a natural person, company, partnership, profit or non-profit corporation, Limited Liability Company, or any joint venture for a common purpose.
- (21) “*Premises*” means the particular building, buildings, section of land, or tenant space within which a particular use is conducted.
- (22) “*Public Place*” means any area in which the public is invited or generally permitted in the usual course of business.
- (23) “*School*” means any property owned or leased by an elementary, parochial, private, or secondary school, including buildings, fields, or other property utilized by the school. Elementary, parochial, private and secondary schools are defined as in the City of Sturgis Zoning Code.
- (24) “*Stacked Permit*” means one or more additional Class C Grower Permits applied for or issued to either a single Applicant already requesting an initial Class C Grower Permit or a single Permit Holder with at least one Class C Grower Permit

under this ordinance.

(c) *Permit Required; Eligibility; General Provisions.*

- (1) The City hereby authorizes the operation of the following types of Commercial Medical Marihuana Facilities:
 - i. Growers, Class A
 - ii. Growers, Class B
 - iii. Growers, Class C
 - iv. Processors
 - v. Provisioning Centers
 - vi. Safety Compliance Facilities
 - vii. Secure Transporters
 - viii. Co-Located Facilities as defined in this ordinance
- (2) The following number of Permits can be issued for each authorized Commercial Medical Marihuana Facility type:
 - i. Growers, Class A: Unlimited
 - ii. Growers, Class B: Unlimited
 - iii. Growers, Class C: Unlimited
 - iv. Processors: Unlimited
 - v. Provisioning Centers in B-H 1 Zoning District: 3 Permits
 - vi. Provisioning Centers in M Zoning District: Unlimited
 - vii. Provisioning Centers in all other Districts: 0 Permits
 - viii. Safety Compliance Facilities: Unlimited
 - ix. Secure Transporters: Unlimited
- (3) No person shall operate a Commercial Medical Marihuana Facility at any time or any location within the City unless a currently-effective Permit for that person at that location has been issued under this Ordinance.
- (4) Commercial Medical Marihuana Facilities shall operate only as allowed under this Ordinance.
- (5) The City Manager is granted the power to fully and effectively implement and administer the Permit Application process.
- (6) The requirements set forth in this Ordinance shall be in addition to, and not in lieu of, any other licensing or permitting requirements imposed by applicable federal, state or local laws, regulations, codes or ordinances.
- (7) As specified in this Ordinance, each Applicant shall pay nonrefundable Review fees, Application fees, annual fees, renewal fees and inspection fees for Permits to the City to defray the costs incurred by the City for inspection, administration and enforcement of the local regulations regarding Commercial Medical Marihuana

Facilities. The City Commission shall by resolution set the fees in an amount not to exceed any limitations imposed by Michigan law. The Permit fee requirement shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state or City law or ordinance, including, by way of example, any applicable zoning or building permits.

- (8) The City has no obligation to process or approve any incomplete Application.
- (9) A Permit shall remain valid for one year following removal of all stipulations on an issued Permit.
- (10) It is the sole and exclusive responsibility of each Permit Holder or Applicant at all times during the Application period and during its operation to immediately provide the City with all material changes in any information submitted on an Application and any other changes that may materially affect any state License or its City Permit.
- (11) No Permit issued under this Ordinance may be assigned or transferred to another person or entity except as specified in this Ordinance.. No Permit issued under this Ordinance is transferrable to any other location except for the Permitted Premises on the Permitted Property.
- (12) The original Permit issued under this Ordinance shall be prominently displayed at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement and administrative authorities.
- (13) A Permit Holder may not engage in any other Commercial Medical Marijuana Facility in the Permitted Premises or on the Permitted Property, or in its name at any other location within the City, without first obtaining a separate Permit.
- (14) No Permit shall be granted or renewed for a Commercial Medical Marijuana Facility in a residence.
- (15) Co-Located Facilities are subject to state law for multiple uses per premises, subject to the City Manager or his designee's determination that such uses are compatible together at that location, are consistent on a shared basis with all the provisions of the MMFLA and each use is consistent with zoning and other provisions of the City Code of Ordinances. If these conditions are met, more than one different marijuana facility may be located on one parcel. Unless higher performance is required by applicable law, there must be a minimum of a one-hour fire wall separating any marijuana facility and any adjacent businesses.
- (16) **Stacked Permit.** An Applicant that is requesting an initial Class C Grower Permit or a Permit Holder that has been issued a Class C Grower permit may apply for one or more Stacked Permits at the same Permitted Premise subject to all requirements of the MMFLA, administrative rules and local regulations. Each Stacked Permit is

subject to all applicable fees for application and renewal. There are two categories for a Stacked Permit: Minor or Major.

- i. **Stacked Permit-Minor.** A minor Stacked Permit is one that doesn't require changes to the Permitted Premise or Permitted Property and doesn't require changes to the information provided in the original Class C Grower Application. This permit type does not require an additional special land use permit approved by the Planning Commission and maybe approved by the Zoning Administrator.
- ii. **Stacked Permit-Major.** A major permit is one that requires changes to the Permitted Premise or Permitted Property and/or has changes to the information provided in the original Class C Grower Application. This permit type must follow all of the application requirements and approvals.

(d) *Other Laws and Ordinances.* In addition to the terms of the Ordinance, any Commercial Medical Marihuana Facility shall comply with all City Ordinances, including without limitation the City Zoning Ordinance, and with all other applicable federal, state and local ordinances, laws, codes and regulations. To the extent that the terms of this Ordinance are in conflict with the terms of any other applicable federal, state or local ordinances, laws, codes or regulations, the terms of the most restrictive ordinance, law, code or regulation shall control.

(e) *Application for and Renewal of Permits.*

...

(3) *Processing and Review of Applications.*

...

viii. If all conditions of this Ordinance have been met, the City Clerk shall issue the Permit to the Applicant.

1) All Permits issued have the following stipulations:

- a. Issuance of License Qualification by the State of Michigan for the Permit Holder under State law and the City of Sturgis receiving a copy of that License Qualification prior to occupancy.
- b. Issuance of final occupancy of the Permitted Premises by the Community Development Department. All construction must be in accordance with applicable zoning ordinances, building codes, and any other applicable state or local laws, rules or

regulations.

- c. For Processors and Class A, B, and C Growers proposing to connect to or to contribute to the POTW, a wastewater discharge permit. Refer to City of Sturgis Code of Ordinances Section 62-191.
- d. Issuance of Final Approval by the State of Michigan and the City of Sturgis receiving a copy of the Final Approval prior to the business opening.

2) A Permit Holder has one (1) year from the date of issuance to meet all stipulations of the Permit. If all stipulations are not met in this timeframe, the Permit is revoked and considered denied. A Permit Holder may request an extension up to six (6) months to this timeframe, which may be granted by the City Clerk.

- a. If a permit holder has been issued an extension, a building permit has been issued for the permitted premise and construction is ongoing or completed, but they have not satisfied all the stipulations of the permit, the permit holder may apply for an extension request with the City Commission.

...

AMENDMENTS TO CITY ORDINANCES
PERTAINING TO THE AUTHORIZATION AND PERMITTING
OF ADULT USE MARIHUANA ESTABLISHMENTS

An ordinance to amend Chapter 38-Article IV Section 38-93 of the Ordinances of the City of Sturgis to provide for the modification of operational requirements of adult use marihuana establishments.

WHEREAS, the City Commission, has determined that it is in the best interest of the residents of the City to modify the City Ordinances to provide for the modification of operational requirements of commercial medical marihuana facilities;

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

Chapter 38-Article IV, Section 38-93 of the City Ordinances is hereby amended as follows effective as of May 21, 2021.

Sec. 38-93 ADULT USE MARIHUANA ESTABLISHMENTS

...

(b) Definitions. The following words, terms and phrases when used in this Section shall have the meanings ascribed to them in this Subsection (and Section 38-92 when Medical Marihuana definitions are indicated by the word “Medical”):

(1) “*Applicant*”, unless specifically stated to mean a state License, means an individual, organization, partnership, company, corporation enterprise, or other entity that applies for a Municipal License as well as the person or persons associated with the Applicant. For purposes of this definition, an Applicant includes a managerial employee of the Applicant, a person holding a direct or indirect ownership interest of more than 10% in the Applicant, and the following for each type of Applicant:

- For an individual or sole proprietorship: the proprietor and spouse.
- For a partnership and limited liability partnership: all partners and their spouses.
- For a limited partnership and limited liability limited partnership: all general and limited partners, not including a limited partner holding a direct or indirect ownership interest of 10% or less and who does not exercise control over or participate in the management of the partnership, and their spouses.

- For a limited liability company: all members and managers, not including a member holding a direct or indirect ownership interest of 10% or less and who does not exercise control over or participate in the management of the company, and their spouses.
- For a privately held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, not including those holding a direct or indirect ownership interest of 10% or less, and their spouses.
- For a publicly held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, not including those holding a direct or indirect ownership interest of 10% or less, and their spouses.
- For a multilevel ownership enterprise: any entity or person that receives or has the right to receive more than 10% of the gross or net profit from the enterprise during any full or partial calendar or fiscal year.
- For a nonprofit corporation: all individuals and entities with membership or shareholder rights in accordance with the articles of incorporation or the bylaws and their spouses.

For purposes of this definition, an Applicant does not include:

- A person who provides financing to an applicant or licensee under a bona fide financing agreement at a reasonable interest rate.
- A franchisor who grants a franchise to an applicant, provided that the franchisor does not have the right to receive royalties based upon the sale of marihuana or marihuana- infused products by the applicant who is a franchisee. Nothing herein shall be construed to preclude a franchisor from charging an applicant who is a franchisee a fixed fee. As used in this definition, the terms “franchise,” “franchisor,” and “franchisee” shall have the meanings set forth in section 2 of the Franchise Investment Law, 1974 PA 269, MCL 445.1502.
- A person receiving reasonable payment for rent on a fixed basis under a bona fide lease or rental obligation.
- A person receiving reasonable payment under a licensing agreement or contract concerning the licensing of intellectual property including, but not limited to, brands and recipes.

- (2) “*Application*” means an Application for a Municipal License under this Ordinance and includes all supplemental documentation attached or required to be attached thereto.

- (3) “*Application Documents*” means the items required as part of an Application submitted to the City prior to them being accepted as complete as provided in Subsection (e)(1).
- (4) “*Board*” means the marihuana licensing board, as anticipated by the MRTMA to be created at LARA in order to regulate and administer state licenses.
- (5) “*Clerk*” means the City of Sturgis Clerk or his/her designee.
- (6) “*Co-located Facility or Co-location*” means marihuana businesses holding 2 or more types of state operating licenses under the MRTMA and MMFLA operating within a single location.
- (7) “*Cultivate or Cultivation*” means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.
- (8) “*Department*” means the Michigan State Department of Licensing and Regulatory Affairs or any authorized designated Michigan agency authorized to regulate, issue or administer a Michigan License for a Marihuana Establishment.
- (9) “*Designated Consumption Establishment*” means a commercial space that is licensed by the agency and authorized to permit adults 21 years of age and older to consume marihuana products at the location indicated on the state License.
- (10) “*Excess Marihuana Grower*” means a license issued to a person holding 5 class C marihuana grower licenses and licensed to cultivate marihuana and sell or otherwise transfer marihuana to Marihuana Establishments.
- (11) “*Grower*” means a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to Marihuana Establishments.
- (12) “*License*” means a current and valid License for Marihuana Establishment issued by the State of Michigan.
- (13) “*Licensee*” means a Person holding a current and valid Michigan License for a Marihuana Establishment.
- (14) “*Marihuana*” means that term as defined in Section 3 of the MRTMA, MCL 333.27953.
- (15) “*Marihuana Accessories*” means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting,

manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marihuana into the human body.

- (16) “*Marihuana Concentrate*” means the resin extracted from any part of the plant of the genus cannabis.
- (17) “*Marihuana Establishment*” means a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, marihuana designated consumption establishment, or any other type of marihuana-related business licensed by the department pursuant to MCL 333.27951.
- (18) “*Marihuana Event Organizer*” means a person licensed to apply for a temporary marihuana event license under these rules.
- (19) “*Marihuana-Infused Product*” means a topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.
- (20) “*Marihuana Microbusiness*” means a person licensed to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.
- (21) “*Marihuana Processor*” means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.
- (22) “*Marihuana Retailer*” means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.
- (23) “*Michigan Medical Marihuana Act*” or MMMA means 2008 IL 1, MCL 333.26421 et seq., as may be amended.
- (24) “*Michigan Marihuana Facilities Licensing Act*” or MMFLA means Public Act 281 of 2016, MCL 333.27101 et seq. as may be amended.
- (25) “*Michigan Marihuana Tracking Act*” means Public Act 282 of 2016, MCL 333.27901 et seq. as may be amended.
- (26) “*Municipal License*” means a current and valid license for a Marihuana Establishment issued under this Ordinance, which shall be granted to a Municipal License Holder only for and limited to a specific Municipally-

Licensed Premises and a specific Municipally-licensed Property. Said Municipal License shall be in addition to the Special Use Permit required to be obtained pursuant to the City Zoning Ordinance.

- (27) “*Municipal License Holder*” means the an individual, organization, partnership, company, corporation enterprise, or other entity that holds a current and valid Municipal License issued under this Ordinance as well as the person or persons associated with the Municipal License Holder as Applicant(s) for that Municipal License.
- (28) “*Municipal License Slot*” means an unissued permit available to be issued to an Applicant.
- (29) “*Municipally-Licensed Premises*” means the particular building, buildings, or tenant space within which the Municipal License Holder will be authorized to conduct the Facility’s activities pursuant to the Municipal License.
- (30) “*Municipally-Licensed Property*” means the real property comprised of a lot, parcel or other designated unit of real property upon which the Municipally-Licensed Premises is situated.
- (31) “*Person*” means a natural person, company, partnership, profit or non-profit corporation, Limited Liability Company, or any joint venture for a common purpose.
- (32) “*Premises*” means the particular building, buildings, section of land, or tenant space within which a particular use is conducted.
- (33) “*Public Place*” means any area in which the public is invited or generally permitted in the usual course of business.
- (34) “*Rules*” means rules promulgated by the Department in consultation with the Board to implement this Act, including the LARA Rules as may be amended.
- (35) “*Safety Compliance Establishment*” means a person licensed to test marihuana, including certification for potency and the presence of contaminants.
- (36) “*School*” means any property owned or leased by an elementary, parochial, private, or secondary school, including buildings, fields, or other property utilized by the school. Elementary, parochial, private and secondary schools are defined as in the City of Sturgis Zoning Code.
- (37) “*Secure Transporter*” means a person licensed to obtain marihuana form marihuana establishments in order to transport Marihuana to Marihuana Establishments.

(38) “*Stacked License*” means one or more additional Class C Grower Licenses applied for or issued to either a single Applicant already requesting an initial Class C Grower License or a single Municipal License Holder with at least one Class C Marihuana Grower License under this ordinance.

(39) “*State Operating License*” or, unless the context requires a different meaning, “*License*”, means a license issued by the Department that allows a person to operate a Marihuana Establishment.

(40) “*Temporary Marihuana Event License*” means a state License held by a marihuana event organizer for an event where the onsite sale or consumption of marihuana products, or both, are authorized at the location indicated on the state License during the dates indicated on the state License.

(41) “*Window*” means the time period set by the City Manager to receive Applications for evaluation by the competitive process as specified in this Ordinance.

(c) *Municipal License Required; Eligibility; General Provisions.*

(1) The City hereby authorizes the operation of the following types of Marihuana Establishments:

- i. Growers, Class A
- ii. Growers, Class B
- iii. Growers, Class C
- iv. Processors
- v. Retailer
- vi. Safety Compliance Facilities
- vii. Secure Transporters
- viii. Marihuana Microbusiness
- ix. Co-Located Facilities as defined in this Ordinance

(2) The following number of Municipal Licenses can be issued for each authorized Marihuana Establishment type:

- i. Growers, Class A: Unlimited
- ii. Growers, Class B: Unlimited
- iii. Growers, Class C: Unlimited
- iv. Processors: Unlimited
- v. Retailers in B-H 1 Zoning District: 3 Municipal Licenses
- vi. Retailers in M Zoning District: Unlimited
- vii. Retailers in all other Districts: 0 Municipal Licenses
- viii. Safety Compliance Facilities: Unlimited
- ix. Secure Transporters: Unlimited

- x. Marihuana Microbusiness in M Zoning District: Unlimited
 - xi. Marihuana Microbusiness in all other Districts: 0 Municipal Licenses
-
- (3) No person shall operate a Marihuana Establishment at any time or any location within the City unless a currently-effective Municipal License for that person at that location has been issued under this Ordinance. No Marihuana Establishments are allowed nor shall a Municipal License be considered or granted for those activities and facilities defined as a “special license” being a state license described under section 8 of the MRTMA and issued by the state pursuant to section 9 of the MRTMA, MCL 333.2795 and 333.27959, including but not limited to, Designated Consumption Establishment, Excess Marihuana Grower, Marihuana Event Organizer, Temporary Marihuana Event, and any special license types hereafter recognized by the state.
 - (4) Marihuana Establishments shall operate only as allowed under this Ordinance.
 - (5) The City Manager is granted the power to fully and effectively implement and administer the Municipal License Application process.
 - (6) The requirements set forth in this Ordinance shall be in addition to, and not in lieu of, any other licensing or Municipal Licensing requirements imposed by applicable federal, state or local laws, regulations, codes or ordinances.
 - (7) As specified in this Ordinance, each Applicant shall pay nonrefundable Review fees, Application fees, annual fees, renewal fees and inspection fees for Municipal Licenses to the City to defray the costs incurred by the City for inspection, administration and enforcement of the local regulations regarding Marihuana Establishments. The City Commission shall by resolution set the fees in an amount not to exceed any limitations imposed by Michigan law. The Municipal License fee requirement shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state or City law or ordinance, including, by way of example, any applicable zoning or building permits.
 - (8) The City has no obligation to process or approve any incomplete Application.
 - (9) A Municipal License shall remain valid for one year following removal of all stipulations on an issued Municipal License.
 - (10) It is the sole and exclusive responsibility of each Municipal License Holder or Applicant at all times during the Application period and during its operation to immediately provide the City with all material changes in any information submitted on an Application and any other changes that may materially affect any state License or its City Municipal License.
 - (11) No Municipal License issued under this Ordinance may be assigned or

transferred to another person or entity except as specified in this Ordinance. No Municipal License issued under this Ordinance is transferrable to any other location except for the Municipally-Licensed Premises on the Municipally-Licensed Property.

- (12) The original Municipal License issued under this Ordinance shall be prominently displayed at the Municipally-Licensed Premises in a location where it can be easily viewed by the public, law enforcement and administrative authorities.
- (13) A Municipal License Holder may not engage in any other Marihuana Establishment in the Municipally-Licensed Premises or on the Municipally-Licensed Property, or in its name at any other location within the City, without first obtaining a separate Municipal License.
- (14) No Municipal License shall be granted or renewed for a Marihuana Establishment in a residence.
- (15) Co-located Facilities are subject to state law for multiple uses per premises, subject to the City Manager or his designee's determination that such uses are compatible together at that location, are consistent on a shared basis with all the provisions of the MRTMA and each use is consistent with zoning and other provisions of the City Code of Ordinances. If these conditions are met, more than one business may be located on one parcel. Unless higher performance is required by applicable law, there must be a minimum of a one-hour fire wall separating any Marihuana Establishment and any adjacent businesses.
- (16) **Stacked License.** A Municipal License Holder that is requesting an initial Class C Grower License or a Municipal License Holder that has been issued a Class C Grower License may apply for one or more Stacked Licenses at the same Municipally Licensed Premise subject to all requirements of the MRTMA, administrative rules and local regulations. Each Stacked License is subject to all applicable fees for application and renewal. There are two categories for a Stacked License: Minor or Major.
 - i. **Stacked License-Minor.** A minor Stacked License is one that does not require changes to the Municipally Licensed Premise or Municipally Licensed Property and does not require changes to the information provided in the original Class C Grower Application. This license type does not require an additional special land use approved by the Planning Commission and maybe approved by the Zoning Administrator.
 - ii. **Stacked License-Major.** A major license is one that requires changes to the Municipally Licensed Premise or Municipally Licensed Property and/or has changes to the information provided in the original Class C Grower Application. This license type must follow all of the application

requirements and approvals.

- (d) *Other Laws and Ordinances.* In addition to the terms of the Ordinance, any Marihuana Establishment shall comply with all City Ordinances, including without limitation the City Zoning Ordinance, and with all other applicable state and local ordinances, laws, codes and regulations.

- (e) *Application for and Renewal of Municipal License.*

...

(4) Processing and Review of Applications.

...

- vii. If all conditions of this Ordinance have been met, the City Clerk shall issue the Municipal License to the Applicant.

1) All Municipal Licenses issued have the following stipulations:

- a. Issuance of License Qualification by the State of Michigan for the Municipal License Holder under State law and the City of Sturgis receiving a copy of that License Qualification prior to occupancy.
- b. Issuance of final occupancy of the Municipally-Licensed Premises by the Community Development Department. All construction must be in accordance with applicable zoning ordinances, building codes, and any other applicable state or local laws, rules or regulations.
- c. For Processors and Class A, B, and C Growers and Microbusinesses proposing to connect to or to contribute to the POTW, a wastewater discharge permit. Refer to City of Sturgis Code of Ordinances Section 62-191.
- d. Issuance of Final Approval by the State of Michigan and the City of Sturgis receiving a copy of the Final Approval prior to the business opening.

- 2) A Municipal License Holder has one (1) year from the date of issuance to meet all stipulations of the Municipal License. If all stipulations are not met in this timeframe, the Municipal License is revoked and considered denied. A Municipal License Holder may request an extension up to six (6) months to this timeframe, which may be granted by the City Clerk.

- a. If a Municipal License Holder has been issued an extension, a building permit has been issued for the Municipally Licensed Premise and construction is ongoing or completed, but they have not satisfied all the stipulations of the permit, the permit holder may apply for an extension request with the City Commission.

...

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

POLICY STATEMENT



DOYLE MEMBERSHIP POLICY

Effective Date: 3.5.12

Last Revised: 3.2.12

Office of Origin: Finance

Authorized By: Holly Keyser, Finance Director

Applicable Departments: All

Policy Keywords: Doyle, Employees, Commissioner

The City of Sturgis, recognizing the benefits to the employee and the City, encourages all employees to utilize the Doyle Community Center. As part of this, the City will provide a membership to the Doyle Community Center as detailed in this policy.

Definitions

Regular Full-Time Employee

As defined in Section 201 of the Employee Handbook.

Part-Time Employee

As defined in Section 201 of the Employee Handbook.

Corporate Rate

15% discount on the full rate for each membership class at the Doyle Community Center.

Family Membership

As defined by the Doyle Community Center membership guidelines.

Regular Full-Time Employees

Each Regular Full-Time Employee of the City of Sturgis will receive one Family membership at the Corporate Rate to the Doyle Community Center beginning on their hire date and ending on December 31st in the year they separate from the City. If the employee elects to upgrade from a Family Membership, they will pay any additional dues, at the Corporate Rate, through payroll deduction. Regular Full-Time Employees will complete a Doyle Membership Form during Open Enrollment each year. The City's Finance Department will transfer funds from the departmental budget to the Doyle Fund through the normal payroll processing cycle.

Part-Time and Seasonal Employees

Each Part-Time Employee of the City of Sturgis is eligible for a ~~50~~100% discount on a Corporate Adult Membership to the Doyle Center beginning on their hire date and expiring on the last day of the month they separate from the City; ~~Part-Time Employees of the Doyle Community Center will receive a 100% discount on a Corporate Adult Membership. The remaining portion of the Adult Membership plus any m~~Membership upgrades elected by the employee will be paid through payroll deduction. Membership upgrades will be at the Corporate Rate. ~~Part-Time~~ Employees who elect to participate in this benefit will complete a Doyle Membership Form at hire date or renew by December 31st each year. The City's

Finance Department will transfer funds from the departmental budget to the Doyle Fund through the normal payroll processing cycle.

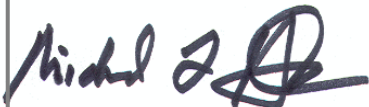
Part-Paid Firefighters and Police Reserve Officers

Each Part-Paid Firefighter and Police Reserve Officer of the City of Sturgis will receive a Corporate Adult Membership to the Doyle Center beginning on their hire date through the end of the month they separate from the City. If the Part-Paid Firefighter or Police Reserve Officer elects to upgrade from an Adult Membership, they will pay any additional dues, at the Corporate Rate, through payroll deduction. Part-Paid Firefighters and Police Reserve Officers who elect to participate in this benefit will complete a Doyle Membership Form by December 31st each year. The City's Finance Department will transfer funds from the departmental budget to the Doyle Fund through the normal payroll processing cycle.

City Commissioners

Each City Commissioner of the City of Sturgis will receive one Family membership at the Corporate Rate to the Doyle Community Center beginning on their election or appointment to the City Commission until the end of the month they separate from the City. If the Commissioner elects to upgrade from a Family Membership, they will pay any additional dues, at the Corporate Rate, through payroll deduction. Commissioners will complete a Doyle Membership Form in October of each year. The City's Finance Department will transfer funds from the departmental budget to the Doyle Fund through the normal payroll processing cycle.

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

CITY MANAGER Reviewed <input type="checkbox"/> Approved <input checked="" type="checkbox"/>  Michael L. Hughes City Manager	CITY COMMISSION Approved <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> City Commission Meeting Date: Motion: Commissioner Second: Commissioner Vote:
---	--

Revision History

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

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

INVITATION TO BID and BID
for
Tracked Skidsteer

Bid of _____ (Bidder), organized and existing under the laws of
or a resident of the State of _____, doing business as _____,*
to the City of Sturgis (City).

*Insert as applicable: "a corporation," "a partnership" or "an individual."

1. City will receive sealed Bids for a Tracked Skidsteer at the City of Sturgis, City Manager's Office, 130 N. Nottawa Street, Sturgis, Michigan 49091 until Monday April 12, 2021, 4:00p.m., local time. No Bids will be received after this date and time. Bids must be submitted on this form and shall be enclosed in an opaque, sealed envelope, marked with "Tracked Skidsteer Bid Enclosed", the project title and the name and address of the Bidder. Do not submit an envelope so marked unless a valid Bid is enclosed.
2. Bids may not be withdrawn for a period of 30 days after the actual date of opening thereof. This time period may be extended by mutual agreement of the City and any Bidder or Bidders. It is anticipated that a recommendation for award will be submitted to the Sturgis City Commission for consideration at its meeting on Wednesday April 28th, 2021.
3. The City reserves the right to waive any irregularities and to reject any and all Bids.
4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to accept a Purchase Order and to furnish Tracked Skidsteer as specified or indicated within 60 calendar days after notification to proceed.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
6. Specifications: See attached Exhibit A, Minimum specifications for Tracked Skidsteer.

If Bidders have questions, they may contact Tyler Stark Electric Department Asst. Supt. @
tstark@sturgismi.gov

7. Bidder will complete the Work for the following price[s]]:

Base Bid _____ (\$ _____)
(use words) (figures)

=====

Total = \$ _____]

SUBMITTED on _____, 20__ By: _____
Date* Name of Bidder*

Street* Signature

City, State, and Zip* Name and Title of Signatory*

Telephone Number*

*Typed or printed in ink.

Insert the following at the bottom of each page on which the Bidder enters information except the first page and this signature page:

Bidder (Firm or Corporation Name)

Exhibit A
Specifications for Tracked Skidsteer
Bids to be received by Monday April 12, 2021,4:00p.m.



Tracked Skidsteer Minimum Bid Specifications

- Unit bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications. Standard equipment shall be defined in current manufacturer's literature. (Provide current brochure / specifications of the unit bid)
- Indicate compliance with checking either a YES or NO answer.
- A "YES" answer indicates 100% compliance with the entire statement. Manufacturer's bid is allowed to meet, or exceed, stated specifications, unless otherwise quantified.
- Explain all "NO" answers in detail on a separate page, clearly referencing the relevant non-conforming item(s) by section and item number.

	COMPLIANT?	
	YES	NO
I. GENERAL:		
1. Construction class tracked skidsteer	_____	_____
2. All specifications advertised must comply with SAE recommended practice or ISO standard.	_____	_____
3. 400mm rubber tracks	_____	_____
4. Front end bucket With quick attach option	_____	_____
5. Forklift accessory attachment	_____	_____
6. Machine includes operator manual (digital if available), safety manual, and safety decals, English.	_____	_____
7. Machine monitoring system to protect key areas.	_____	_____
8. OEM diagnostic software program with interface module.	_____	_____
9. Employee in-service training.	_____	_____

	COMPLIANT?	
	YES	NO
II. SEAT/OPERATOR PLATFORM:		
1. Seat: Full suspension fabric seat with heat and a 2" seat belt.	_____	_____
2. Elcosed cab: heat/AC	_____	_____
3. Glass cab enclosure with sliding/removable glass	_____	_____
4. Non-slip floor mat, seat and controls one unit, seat and controls separate adjustment.	_____	_____
5. 12 volt power port	_____	_____
6. Intermittent window wiper	_____	_____
7. Hydraulic self leveling	_____	_____
8. ISO pattern change valve electrical, easily switched from operators seat.	_____	_____
9. Cab may be equipped with radio.	_____	_____
10. Rear view mirror.	_____	_____
11. Rear view camera	_____	_____
12. Instrumentation shall include: engine preheating, engine oil pressure, coolant water temperature, battery charge, air, fuel and hydraulic filter restriction, digital and analogue hour meters, fuel gauge.	_____	_____

	COMPLIANT?	
	YES	NO
V. ENGINE:		
1. Engine shall have 4 cylinders with minimum 60hp.	_____	_____
2. Meets U.S. Federal Emissions standards T4f.	_____	_____
3. Engine air precleaner	_____	_____
4. Fuel filter and water separator	_____	_____
5. Lubrication: Full-flow pressure lubrication with spin-on filter cartridge.	_____	_____
6. Auto-idle	_____	_____
7. Throttle control: ECO mode electric control.	_____	_____
8. Fuel tank minimum of 16 gal.	_____	_____
9. Winter weather package	_____	_____
VI. ELECTRICAL		
1. System voltage shall be 12 volt	_____	_____
2. Auto engine/hydraulic shutdown protection	_____	_____
3. LED lighting with side lights	_____	_____

		COMPLIANT?	
		YES	NO
VIII. HYDRAULIC SYSTEM:			
1. Chrome plated cylinder rods		_____	_____
2. Quick-check hydraulic fluid level		_____	_____
3. Axial-piston hydrostatic pump		_____	_____
4. 1,000-hour, 5 micron pump		_____	_____
5. Hydraulic coupler.		_____	_____

		COMPLIANT?	
		YES	NO
XI. SAFETY:			
1. Unit to be equipped with four-post rollover protective structure (ROPS) and falling objects protective structure.		_____	_____
2. Vandalism protection must include key lockable engine and battery compartments and cab door locks.		_____	_____
3. All locks must be operated with the engine start key.		_____	_____
4. Additional front work lamp.		_____	_____
5. Rear work lamp.		_____	_____
6. Rotating beacon.		_____	_____

XII. WARRANTY:			
1. Standard warranty: 12 months, unlimited hours.		_____	_____
2 Lifetime structure warranty.		_____	_____

Bid tab for Skid Steer

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
AIS Equipment (John Deere)	\$63,622.00	

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
Michigan CAT (CAT)	\$55,768.00	Does Not Meet Specifications

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
ALTA Equipment (GEHL)	\$49,000.00	Does Not Meet Specifications

Recommended : AIS Equipment (John Deere)

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

INVITATION TO BID and BID
for
Compact Excavator

Bid of _____ (Bidder), organized and existing under the laws of
or a resident of the State of _____, doing business as _____,*
to the City of Sturgis (City).

*Insert as applicable: "a corporation," "a partnership" or "an individual."

1. City will receive sealed Bids for a Compact Excavator at the City of Sturgis, City Manager's Office, 130 N. Nottawa Street, Sturgis, Michigan 49091 until Monday April 12, 2021, 4:00 p.m., local time. No Bids will be received after this date and time. Bids must be submitted on this form and shall be enclosed in an opaque, sealed envelope, marked with "Bid Enclosed", the project title and the name and address of the Bidder. Do not submit an envelope so marked unless a valid Bid is enclosed.
2. Bids may not be withdrawn for a period of 30 days after the actual date of opening thereof. This time period may be extended by mutual agreement of the City and any Bidder or Bidders. It is anticipated that a recommendation for award will be submitted to the Sturgis City Commission for consideration at its meeting on Wednesday April 28th, 2021.
3. The City reserves the right to waive any irregularities and to reject any and all Bids.
4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to accept a Purchase Order and to furnish Compact Excavator as specified or indicated within 60 calendar days after notification to proceed.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
6. Specifications: See attached Exhibit A, Minimum specifications for Compact Excavator.

If Bidders have questions, they may contact Tyler Stark Electric Department Asst. Supt. @
tstark@sturgismi.gov

7. Bidder will complete the Work for the following price[s]]:

Base Bid _____ (\$ _____)
(use words) (figures)

=====

Total = \$ _____]

SUBMITTED on _____, 20__ By: _____
Date* Name of Bidder*

Street* Signature

City, State, and Zip* Name and Title of Signatory*

Telephone Number*

*Typed or printed in ink.

Insert the following at the bottom of each page on which the Bidder enters information except the first page and this signature page:

Bidder (Firm or Corporation Name)

Exhibit A
Specifications for Compact Excavator
Bids to be received by Monday April 12, 2021, 4:00 p.m.



Compact Excavator Minimum Bid Specifications

- Unit bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications. Standard equipment shall be defined in current manufacturer's literature. (Provide current brochure / specifications of the unit bid)
- Indicate compliance with checking eiather a YES or NO answer.
- A "YES" answer indicates 100% compliance with the entire statement. Manufacturer's bid is allowed to meet, or exceed, stated specifications, unless otherwise qauntified.
- Explain all "NO" answers in detail on a separate page, clearly referencing the relevant non-conforming item(s) by section and item number.

	COMPLIANT?	
	YES	NO
I. GENERAL:		
1. Construction duty, track-type crawler compact excavator. "Short Radius"	_____	_____
2. All specifications advertised must comply with SAE recommended practice or ISO standard.	_____	_____
3. X-frame undercarriage, rubber or steel track capability.	_____	_____
4. Multi directional backfill blade with float, boom offset, double/single acting auxiliary hydraulics.	_____	_____
5. Lockable tilting, one-piece hood for ease of service to engine.	_____	_____
6. Lockable tilting, one-piece hood for ease of service to main control valve.	_____	_____
7. Central grease location for boom offset cylinder, swing gear and swing bearing.	_____	_____
8. Machine includes operator manual (digital if available), safety manual, and safety decals, English.	_____	_____
9. Thumb ready stock with thumb and additional circuit relieve valves.	_____	_____
10. Machine monitoring system to protect key areas.	_____	_____
11. OEM diagnostic software program with interface module.	_____	_____
12 Employee in-service training.	_____	_____

		COMPLIANT?	
		YES	NO
II. SEAT/OPERATOR PLATFORM:			
1. Seat: Full suspension seat and a 2" seat belt.		_____	_____
2. Elcosed cab: heat/AC		_____	_____
3. Cab/Canopy: FOPS 1, ROPs and TOPs, fabric suspension seat.		_____	_____
4. Non-slip floor mat, seat and controls one unit, seat and controls separate adjustment.		_____	_____
5. Removable lower bottom window (with cab storage) sliding right side window.		_____	_____
6. Intermittent window wiper		_____	_____
7. Hydraulic safety lock outs on console.		_____	_____
8. ISO pattern change valve electrical, easily switched from operators seat.		_____	_____
9. Cab may be equipped with radio.		_____	_____
10. Side rear view mirror.		_____	_____
11. Anti-theft system.		_____	_____
III. DASH INSTRUMENTATION:			
1. Instrumentation shall include: engine preheating, engine oil pressure, coolant water temperature, battery charge, air, fuel and hydraulic filter restriction, digital and analogue hour meters, fuel gauge.		_____	_____
IV. WORKING EQUIPMENT:			
1. Unit to be equipped with longest available boom, and 15" to 18" bucket.		_____	_____
2. Machine operating weight shall be a minimum of 8,000lbs.		_____	_____
3. Ground reach of 18'		_____	_____
4. Digging depth of 10'		_____	_____
5. Dump height of 10'		_____	_____
6. Lift capacity at 3m (9'8") radius at ground level of 1,100lbs. Blade up 360° rotation.		_____	_____
7. Boom offset of 76° left and 56° right.		_____	_____
8. Bucket breakout force will be 32.89kn (3,794lbf) ISO 6015		_____	_____
9. Dipper tear out force will be 23.71kn (5,330lbf) ISO 6015		_____	_____
10. Ground pressure of 5.2 psi Cab on rubber tracks.		_____	_____

		COMPLIANT?	
		YES	NO
V. ENGINE:			
1. Engine shall have 3 cylinders with RH side mounting configuration.		_____	_____
2. Meets U.S. Federal Emissions standards T4f.		_____	_____
3. Air cleaner: Dual element, replaceable inner element and restriction indicator.		_____	_____
4. Fuel filtering: Two stagefuel-filtering system utilizing a water/sediment separator and filter element. System shall be self-bleeding.		_____	_____
5. Lubrication: Full-flow pressure lubrication with spin-on filter cartridge.		_____	_____
6. Net Horsepower Output: Minimum 22hp at 2,200 RPM.		_____	_____
7. Throttle control: ECO mode electric control.		_____	_____
8. Cooling System: Air to fluid coolers side by side mounted.		_____	_____
9. Engine to have Auto Idle and Auto Shut Down with adjustable timers.		_____	_____
10. Naturally aspirated engine with no DPF and no regeneration required.		_____	_____
11. Optional 30 minute idle shutdown		_____	_____
VI. ELECTRICAL			
1. System voltage shall be 12 volt with external master disconnect under front window.		_____	_____
2. Battery shall be of a heavy duty design rated at 74 Ah.		_____	_____
3. The alternator shall produce a minimum of 60 amps.		_____	_____
VII. UNDERCARRIAGE:			
1. The undercarriage shall be of an X-Frame design having sloped side members for easy cleaning.		_____	_____
2. Tractive effort shall no be less than 3100daN (6,969 lbf).		_____	_____
3. Minimum ground clearance shall be 10".		_____	_____
4. 5 bottom track rollers		_____	_____
5. 1 top track roller		_____	_____

		COMPLIANT?	
		YES	NO
VIII. HYDRAULIC SYSTEM:			
1. Type: Open center, load sensing, variable displacement total power control hydraulic system. Axial piston pump for independent movement of functions.		_____	_____
2. Minimum hydraulic system pressure shall be minimum 25 gpm.		_____	_____
3. Main hydraulic system pressure shall be minimum 3,100 psi.		_____	_____
4. Oil cooler shall be side by side mounted for easy of access.		_____	_____
5. Hydraulic coupler.		_____	_____
6. Boom offset cylinder shall be left mounted.		_____	_____
7. Pipe work shall be high pressure hydraulic tubes treated against corrosion, externally mounted for easy service and less wear.		_____	_____
8. Swing motor shall be a direct drive radial piston hydraulic motor equipped with multi-disc brake and hydro sensor shockless hydraulic valve.		_____	_____
9. Single and double acting hydraulics with piping to arm.		_____	_____
10. Multi directional angle blade.		_____	_____
11. Operator can adjust through the main control panel hydraulic oil flow on single and double acting hydraulics, 2nd aux. circuit and offset boom speed.		_____	_____
IX. DIMENSIONS:			
1. Maximum overall height shall not exceed 9'.		_____	_____
2. Transport length shall not be longer than 20'.		_____	_____
3. Track length shall be minimum 6' 6".		_____	_____
4. Track width with rubber tracks shall be minimum 12".		_____	_____
5. Overall width shall not exceed 6'.		_____	_____
X. CAPACITIES			
1. Fuel tank shall be a minimum of 64L (16.9 US gal.).		_____	_____
2. Coolant circuit (radiator and engine) shall be a minimum of 7L (1 US gal.).		_____	_____
3. Engine oil system shall be a minimum of 7L (1.8 US gal.).		_____	_____
4. Hydraulic tank shall be a minimum of 32L (8.5 US gal.).		_____	_____

		COMPLIANT?	
		YES	NO
XI. SAFETY:			
1. Unit to be equipped with four-post rollover protective structure (ROPS) and falling objects protective structure plus tip over protection (TOPS).		_____	_____
2. Vandalism protection must include key lockable engine and battery compartments and cab door locks.		_____	_____
3. All locks must be operated with the engine start key.		_____	_____
4. Additional front work lamp.		_____	_____
5. Rear work lamp.		_____	_____
6. Rotating beacon.		_____	_____
7. Falling objects guard (FOG) / FOP's (level 2).		_____	_____
XII. WARRANTY:			
1. Standard warranty: 12 months, unlimited hours.		_____	_____
2 Lifetime structure warranty (frame, boom & arm).		_____	_____

Bid tab for Mini Excavator

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
AIS Equipment (John Deere)	\$52,384.00	Does Not Meet Specifications
<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
Michigan CAT (CAT)	\$61,481.00	Does Not Meet Specifications
<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
ALTA Equipment (VOLVO)	\$54,500.00	
<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
Carleton Equipment (Bobcat)	\$48,200.00	
<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
McCann Equipment (Case)	\$48,000.00	Does Not Meet Specifications

Recommendation: Carleton Equipment, Bobcat

I have reviewed all five bids, received by the City of Sturgis during the open bid process. There was a total of five Bidders. In no particular order Alta Equipment Company (Volvo), AIS Construction Equipment (John Deere), Mccann Industries (Case), Carleton Equipment (Bobcat) and Michigan Cat (Cat).

The price ranges from lowest to highest differed in the sum of \$13,481. The Case Cx37C at \$48,000 was least inexpensive. However Cx37c, failed to meet nineteen of the minimum bid specifications, one key Specification being that the lifetime structure warranty could not be met.

Reviewing the John Deere sealed bid packet, it reflected the third lowest price at \$52,384. This is where it was not exactly clear to what series compact excavator model that was being submitted. The brochure advertised a 35G, 50G and 60G however there was no documentation on what model the bid price reflected or what we may receive.

Michigan Cat's 303.5E CR priced at \$61,481 this unit did have very good horsepower and a impressive 7,419 lbf brake out force. Unlike other models the Cat would not support hydraulic oil flow on single and double acting hydraulics ,2nd aux. circuit and offset boom speed as listed in currant bid specifications. Cat 303E CR's \$61,481 price tag along with lack of hydraulic boom speed control is why I would look at the next two models.

Side by side comparison the Bobcat E35i (\$48,200) and Volvo ECR 40D (\$54,000) where the only two Compact Excavators to meet all of the minimum bid specifications. Breaking down both units per their specifications I found them to be very similar both 24.8 hp. Bucket brake out force Bobcat 6,968 lbf Volvo only exceeding by 426 lbf. Volvo weighing in at 8,554 lbs. and the Bobcat at 105 lbs. less. Despite their Similarities there are two key topics that stand out with the Bobcat. First, I would note the price at \$48,200 and meets all of the Bid Specifications. Finally with a two-year 2000 hr. warranty vs. the others one year unlimited hr. warranty. I feel that the Bobcat E35i is packed full of power, features and reliability to achieve the daily requirements needed for the City of Sturgis.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

March 9, 2021
(Sent Via Email – 3/9/21)

Mr. Josh Czajkowski
Electric Department Superintendent
City of Sturgis
130 North Nottawa Street
Sturgis, Michigan 49091

GREGORY L. HOLDEN, PE
JON E. RIEMKE, PE
JEFFREY L. McKEAN, PE
CHRISTOPHER J. JETER, PE
DENNIS A. ZEBELL, PE
DAN G. DELGADO, PE
JARED M. HUSS, PE
AARON W. BLANK, PS, PE
BREAGAN P. EICHER, PE
KEVIN J. SIEDLECKI, PE
CHRISTOPHER M. VANHULLE, PE
MICHELLE M.G. SLACK, PS
DMITRI G. ADAMS, PE
AMANDA R. BUDREAU, PE
JOSEPH D. DUNBAR, PE
ETHAN L. ZARTMAN, PE
PAULIN HAKIZIMANA, PE

RE: Proposal to Provide Professional Engineering Services
FERC Project No. 2964 – Sturgis Hydroelectric Project
Engineering Study for Main Embankment Rehabilitation

Dear Mr. Czajkowski:

In accordance with your request, the following is our proposal to provide professional engineering services for the preliminary design of repairs for the main embankment at the Sturgis Hydroelectric Project in Centreville, Michigan. Several items requiring attention at the main embankment can now move forward given the January 11, 2021 Federal Energy Regulatory Commission's (FERC) approval of Sturgis' plan to remove 3 habitable structures impacting the Inflow Design Flood (IDF).

Ongoing improvements at the Sturgis Dam include raising the detached embankment, replacing the grout mattress on the upstream face of the main embankment with riprap, construction of an ADA compliant path to the bypassed reach, addressing surface drainage in the area of the embankment toe and access road, and addressing the long-term seepage concerns at the main embankment. This proposal shall be for evaluation of seepage mitigation and any potential phasing of a seepage project with other scheduled projects.

The following is LFA's Scope of Work for the above referenced project. In addition to the tasks identified in the scope of work, the estimated fee for these services is included in the tasks below:

I. SCOPE OF WORK

1. GEOTECHNICAL REVIEW AND EVALUATION

LFA will coordinate with Earth Exploration, Inc., A Terracon Company (EEI) to prepare a geotechnical evaluation of the project. It was assumed for this proposal that the existing geotechnical data for the project will be sufficient for the evaluation and no new field data or borings will be necessary. If during the design process it is determined that additional geotechnical data is necessary, LFA will inform the City.

EEI and LFA will meet onsite to walk the embankment and discuss potential alternatives for analysis at the beginning of the project.



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EEI will evaluate the following:

- Update existing stability models for the typical embankment section and the section near the abutment wall to aid in identifying areas that require improvements.
- Evaluate a toe drain replacement scenario for existing and improved geometry.
- Evaluate conditions during toe drain replacement for construction factors of safety and to identify any additional site protection, such as temporary sheeting, required to install a new toe drain.
- Evaluate the effectiveness of an impermeable membrane on the upstream slope.
- Evaluate impacts of reconstructing portions of the earthen embankment. The areas of reconstruction will be determined based on the updated stability analysis to be performed under this study. Up to two geometric options (one at the abutment wall and one at the main embankment) will be evaluated for the reconstruction alternative to aid in identifying cost effective solutions.
- Evaluate conditions during reconstruction of the earthen embankment for a construction factor of safety. This analysis will identify any concerns during potential reconstruction and aid in determining the need for any special construction needs.
- Evaluate the external stability of the left (south) spillway abutment wall. Potential changes to the embankment geometry may lead to the need to raise or modify the existing abutment wall. Stability of the wall will be analyzed for any modified condition as well as any construction concerns.
- Provide a Geotechnical Summary Report outlining the evaluations listed above.

2. EVALUATE IMPROVEMENT OPTIONS

LFA will evaluate options for improvement at the main embankment and provide Engineering Estimates for the costs associated with each improvement. Such improvements may include:

- Replacement of the toe drains with a new toe drain system and graded filter.
- Raise the south abutment wall, to allow the adjacent embankment to be raised consistent with the remaining embankment.
- Installation of an impermeable membrane along the upstream slope to lower the phreatic surface through the embankment.
- Reconstruction of 100'± of embankment (or more) adjacent to the south abutment wall.
- Construction of a steel sheet pile and/or a slurry cut-off wall.



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LFA will perform a cursory review of anticipated permitting and FERC requirements for the identified alternatives. Permitting, wetland delineation, and other regulatory submittals will not be performed at this phase, only identified with an estimated cost and schedule.

3. EVALUATE PHASING AND LONG-TERM PLANNING

Upon identifying the desired embankment improvements, LFA will evaluate the potential to phase the improvements. Some improvements could potentially be phased such that the work may occur during different years. Any phasing recommendations will evaluate the costs associated with dividing the work into separate phases as opposed to performing the construction under one contract.

4. PRELIMINARY ENGINEERING REPORT

LFA will summarize the seepage repair options evaluated and provide cost estimates in a final report. Schematic figures of recommended options shall also be included with the study.

5. PROGRESS MEETINGS

Two meetings are planned during the preliminary engineering phase. One meeting will be held after identifying potential alternatives to address seepage. This meeting will facilitate determining which alternatives align with the City of Sturgis's long-term goals and schedule. A second meeting will be held to review the final report and recommendations. Given the need for limited contact we anticipate that these meetings will be held virtually.

Items not included in the Scope of Work for the above referenced project include: additional field survey, soil borings, wetland delineation, permitting, and historic preservation. These items, if necessary, would be performed during final design of the chosen seepage repair alternative.

II. FEE BREAKDOWN

LFA proposes to provide the above Scope of Services on an hourly not to exceed basis per Attachment "A" with an estimated budget of \$68,000.00 that will not be exceeded without written approval.

III. SCHEDULE

Our team is prepared to begin work upon issuance of the Notice to Proceed (NTP) and can be completed within 150 days of the issuance of the NTP.

Coordination with the FERC shall occur after the NTP to update FERC on project timeline.



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Thank you for selecting Lawson-Fisher Associates P.C. to provide engineering services for this project. If you have any questions regarding the enclosed information, please do not hesitate to give us a call.

Very truly yours,

LAWSON-FISHER ASSOCIATES, P.C.

Piper C. Tittle, PE
Vice President/Water Resources Director

Dennis A. Zebell, PE
Project Manager

Breagan P. Eicher, PE
Senior Engineer

PCT:DAZ:BPE/cas
Encls.

Accepted and Approved this _____ day of _____, 2021.

Josh Czajkowski
Electric Department Superintendent



ATTACHMENT "A" LAWSON-FISHER ASSOCIATES P.C.

PAYMENTS TO ENGINEER

1. **Methods of Payment for Services and Expenses of ENGINEER.** OWNER shall pay ENGINEER for professional Services and Expenses as follows:
 - 1.1 **Basic Services:**
 - 1.1.1 **General.** For Services rendered an amount equal to ENGINEER's Salary Costs times a factor of 2.37 for all time for Basic Services rendered by principals and employees engaged directly on the Project.
 - 1.1.2 **Resident Project Services.** For services of ENGINEER's Resident Project Representative (and assistants) furnished for the project on the basis of Salary Costs times a factor of 2.37 for services rendered by principals and employees assigned to Resident Project representation.
 - 1.1.3 **Professional Associates and Consultants.** For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Basic Services, the amount billed to ENGINEER therefor times a factor of 1.10.
 - 1.1.4 **Operational Phase Services.** For Operational Phase services furnished, an amount equal to ENGINEER's Salary Costs times a factor of 2.37 for services rendered by principals and employees engaged directly on the Project.
 - 1.2 **Additional Services:**
 - 1.2.1 **General.** For Additional Services of Engineer's principals and employees engaged directly on the Project and rendered (except services as witness), on the basis of ENGINEER's Salary Costs times a factor of 2.37.
 - 1.2.2 **Professional Associates and Consultants.** For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services, the amount billed to ENGINEER therefor times a factor of 1.10.
 - 1.2.3 **Serving as a Witness.** For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding at the rate of 1.35 times the rates in Paragraph 1.2.1. Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 1.2.2.
 - 1.3 **Reimbursable Expenses.** In addition to payments provided for in paragraphs 1.1 and 1.2, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable expenses incurred in connection with all Basic and Additional Services.
 - 1.4 **Specialized Equipment.** In addition to payments set out above, a charge may be made for specialized equipment usage as required.
2. **Times of Payments.**
 - 2.1 Engineer shall submit invoices covering each calendar month for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall pay ENGINEER promptly within thirty (30) calendar days following the ENGINEER's rendering of these invoices to the OWNER.

3. Other Provisions Concerning Payments:

3.1 If OWNER should fail to make any payment due ENGINEER for services and expenses within sixty (60) calendar days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

3.2 In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.37 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination, which, if termination is at Owner's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost, if requested prior to final payment for ENGINEER's services.

3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor may be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

4. Definitions:

4.1 The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

The amount of customary and statutory benefits of all personnel of ENGINEER will be considered to be equal to 33% of the salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining the bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of Reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if necessary, overtime work required higher than regular rates.