



**AGENDA
CITY COMMISSION MEETING
WEDNESDAY, APRIL 27, 2022
CITY HALL - WIESLOCH RAUM
130 N. NOTTAWA ST.**

WORK SESSION 5:00 P.M.

1. Ambulance/Tanker Tour

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION – Pastor Doug Carr, Sturgis Foursquare Church
4. ROLL CALL
 - A. 4th Precinct Commissioner Appointment – Mayor Mullins
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 - None
10. NEW BUSINESS
 - A. DDA TIF and Development Plan Public Hearing – Andrew Kuk
 - B. Root and Branch NEZ Application – Andrew Kuk
 - C. B-OS Zoning District Amendments First Reading – William Prichard
 - D. MDOT Grant Contract for N. Franks Avenue Roundabout – Barry Cox
 - E. Banquet Tables for Sturges-Young Center for the Arts – Daniel Root
 - F. Budget Amendments – Holly Keyser
 - G. ARPA Discussion – Michael Hughes
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – Purchase of Property and Union Negotiations
13. ADJOURN

CONSENT AGENDA

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the April 13, 2022 work session as presented

APPROVE the minutes from the April 13, 2022 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$2,171,232.35 as presented.

8C. Electric Department Switchgear Purchase

APPROVE the purchase of S&C Metal Enclosed Switchgear from Irby Utilities as presented in the amount of thirty-four thousand, two hundred and seventy-three dollars and seventy-five cents (\$34,273.75) as presented.

8D. Iglesia Rios De Agua Viva Children's Day

APPROVE the requests for use of Memorial Park for Iglesia Rios De Agua Viva Children's Day on April 30th as presented.

8E. Fireworks Approvals

AUTHORIZE Deputy Public Safety Director Andrew Strudwick or his designated representative to complete all necessary permit reviews and SIGN all necessary documents for a community fireworks display.

APPROVE closure of West Lafayette and temporary no parking on North Centerville as presented.

8F. Don Eaton Resignation

ACCEPT the resignation of Don Eaton from the Brownfield Redevelopment Authority, Economic Development Authority and Local Development Finance Authority Boards with regret and SEND a letter thanking him for his service.

Manager's Report

APRIL 27, 2022



Submitted by:



Michael L. Hughes
City Manager

Work Session

Ambulance/Tanker Tour

Staff: Ryan Banaszak

Staff will have the new ambulances and tanker truck, recently approved by the Commission, available for tours during this work session.

4. Call to Order

A. 4th Precinct Commissioner Appointment

At the April 13th City Commission Work Session, interviews were held for applicants for the open City Commissioner position in Precinct 4. Applicants interviewed included Frank Perez and Luis Perez.

Per the process approved by the Commission, the group will discuss and appoint an applicant for the open position at this meeting. By consensus, the City Commission decided that the chosen applicant would take their seat immediately, as Precinct 4 Commissioner.

Following past practice, Commissioners may choose to make a motion to appoint someone to the position or accept nominations. This appointment will fill the unexpired term of Karl Littman and will end in November 2022.

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for April 27, 2022 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the April 13, 2022 work session as presented.

Consent Agenda Motion:

APPROVE the minutes from the April 13, 2022 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$2,171,232.35 as presented.

8C. Electric Department Switchgear Purchase

Included in your packet is a quote from Irby Utilities for S&C Metal Enclosed Switchgear. This purchase is to restock electric department supplies for a switchgear installed as part of the Highway Horticulture development in Stapleton Industrial Park.

Irby is the sole source dealer for this equipment in the state of Michigan. Their quote is for \$34,273.75 with an estimated lead time of up to 43 weeks. Highway Horticulture has been billed for the restocking of the switchgear.

Consent Agenda Motion:

APPROVE the purchase of S&C Metal Enclosed Switchgear from Irby Utilities as presented in the amount of thirty-four thousand, two hundred and seventy-three dollars and seventy-five cents (\$34,273.75) as presented.

Included in your Packet:

1. Irby Utilities Quote

8D. Iglesia Rios De Agua Viva Children's Day

Pastor Jose Arvizo Piñon of Iglesia Rios De Agua Viva (River of Living Water Church), an affiliate Sturgis Christian Fellowship Center is requesting use of Memorial Park for a Children's Day event on April 30th from 2:00 pm to 4:30 pm. The event will include a clown, hot dogs, bottles of water, pinatas, games for kids and worship. It is open to the public.

Consent Agenda Motion:

APPROVE the requests for use of Memorial Park for Iglesia Rios De Agua Viva Children's Day on April 30th as presented.

8E. Fireworks Approvals

This year the annual community fireworks display is planned for Saturday, June 25th at Kirsch Municipal Airport. The fireworks show is funded primarily with local donations.

Per Michigan law, all display fireworks shows require a permit from the local legislative body of the community. In order to complete the permitting process, City staff is recommending the Commission authorize Deputy Fire Chief Andrew Strudwick or his designee to complete all necessary permit reviews and sign all necessary documentation.

Due to the location of the fireworks at the airport, City staff is also requesting some additional items from the Commission related to crowd control. This includes the closure of West Lafayette from North Centerville Road to the

intersection of Broadus Street from 8:00 p.m. until the end of the fireworks. This closure request will allow staff to better restrict access to airport property during the show.

Other requests include use of airport property for the fireworks display, and temporary no parking on North Centerville in the area around the airport starting Friday night.

If necessary, the rain date for the fireworks show would be Sunday, June 26th.

Consent Agenda Motion:

AUTHORIZE Deputy Fire Chief Andrew Strudwick or his designated representative to complete all necessary permit reviews and SIGN all necessary documents for a community fireworks display.

APPROVE closure of West Lafayette and temporary no parking on North Centerville as presented.

8F. Don Eaton Resignation

At the most recent EDC Board of Directors meeting, Don Eaton informed the Board that he will be resigning from all City boards due to a relocation. Don was the current Chair of the Economic Development Corporation and Brownfield Redevelopment Authority Boards and has served on those since 2008. Don previously resigned last year from the Planning Commission, which he had served on since 1997.

Consent Agenda Motion:

ACCEPT the resignation of Don Eaton from the Brownfield Redevelopment Authority, Economic Development Authority and Local Development Finance Authority Boards with regret and SEND a letter thanking him for his service.

10. New Business

A. DDA Development and TIF Plan Public Hearing

Staff: Andrew Kuk

OPEN PUBLIC HEARING

With upcoming downtown developments, the Downtown Development Authority (DDA) has been reassessing the current DDA Development Plan and associated TIF Plan, both of which were last amended/approved in 2010. These current plans do not include language that would allow the DDA to use TIF funding to reimburse certain eligible expenses; updating the plans also allowed the DDA to reassess approved projects and TIF funding details to better coordinate with current DDA priorities. The proposed Plans extend the effective date of the DDA TIF to 2047. There are no proposed changes to the boundaries of the current DDA. Included in your packet are copies of both the DDA Development and TIF plans.

The Development Plan includes general information about the DDA, as well as a list of development projects activities that can be undertaken over the term of the plan with cost projections (section 6). These projects were developed by consulting the previous DDA Development Plan as well as the 2019 DDA Strategic Plan.

These improvements are intended activities which the DDA can complete and have been formatted to be as general as possible to cover potential activities. The DDA is not obligated to any of these projects, and while most or all are considered viable projects for the downtown, not all will necessarily be funded only or even mostly by the DDA. By including them on the plan, the DDA is allowed to participate in them where feasible.

The changes to the plan also allow the DDA to undertake TIF reimbursement activities for certain eligible expenses. This funding method will be utilized as part of the Root and Branch Project as well as being available to future developments in the DDA district. Language allowing these activities is specifically included in item 14 of section 6.

The TIF Plan portion of the document outlines how Tax Increment Financing works, provides valuations on properties in the DDA for the purposes of TIF, the millages to be captured, and allowable uses of TIF revenues. Also included in the packet is a DDA TIF projection table, identifying estimated DDA capture between now and 2047. Over that 25-year period it is anticipated that the DDA will capture \$4,018,862.00.

As part of the DDA Development and TIF Plan approval process, the City was required to establish and convene a Development Area Citizens Council for the DDA to review and provide feedback on the plan. Staff held two meetings for Citizens Council members to attend and took written feedback from one member unable to make a meeting. The feedback was provided to the DDA as part of their review of the Development and TIF Plan and a summary is included with your packet.

The DDA has reviewed the proposed changes and recommended the changes to the City Commission for approval at their April 6th meeting. Posting of the public hearing has been completed as per State statute.

Following the public hearing, City staff has provided a draft resolution for consideration that accepts the amended and restated Development Plan and Tax Increment Financing Plan as proposed. In addition, included in your packet are proposed amendments to the City Code of Ordinances Chapter 22, Article II pertaining to the Downtown Development Authority.

The proposed amendments update the ordinance to reflect changes to the State Law related to DDAs, adds dates related to the proposed amendment of the DDA Development and TIF Plans, and reflects the current status of the DDA district as having more than 100 residents and establishing a Development Area Citizens Council.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution Approving Amendments to Development Plan and Tax Increment Financing Plan for the Downtown Development Authority of the City of Sturgis.

Proposed Motion:

Move that the Sturgis City Commission CONSIDER/NOT CONSIDER this the first reading of an amendment to the City Code of Ordinances, Chapter 22, Article II, Downtown Development Authority as presented.

Staff Recommendation:

ADOPT and CONSIDER

Included in your packet:

1. DDA Development and TIF Plan
2. DDA TIF Projection Table
3. Citizens Council Summary Feedback
4. Resolution (DDA Plans)
5. Proposed Ordinance Amendments Chapter 22

10. New Business

B. Root and Branch NEZ Application

Staff: Andrew Kuk

The City has received an application for an NEZ certificate from Root and Branch 108 for their proposed mixed-use development at 108-114 W Chicago Road. The City Commission originally approved the City of Sturgis Downtown NEZ District at the March 23rd City Commission Meeting.

If the certificate is approved, the property owner will receive two separate tax bills. The portion of the property value related to the residential units will be taxed at the State's NEZ rate, approximately 50% of the current millage rate. The main floor retail space and land value will be taxed at standard rates.

This tax abatement can range from 6-15 years, the term of which is set by the City Commission. Root and Branch is requesting the 15-year term for the NEZ certificate.

City staff is recommending that the Commission adopt the resolution to approve the Application for Root and Branch NEZ Certification at 108-114 West Chicago Road.

Proposed Motion:

Move that the Sturgis City Commission ADOPT the Resolution to Approve an Application for a New Development Certificate in the City of Sturgis Downtown NEZ District.

Staff Recommendation:

ADOPT

Included in your packet:

1. Resolution (R&B NEZ Application)
2. Root and Branch 108 NEZ Application
3. Map

10. New Business

C. B-OS Zoning District Amendments First Reading

Staff: William Prichard

City staff is recommending amendments to the zoning ordinance related to the Business Office Service (B-OS) zoning district. At the March Planning Commission meeting, a potential buyer of a property in B-OS requested that the Zoning Ordinance be updated to allow additional uses in the district. At the request of the Planning Commission City staff reviewed and updated the permitted uses, special land uses, and required conditions of this zoning district. The Planning Commission held a public hearing and reviewed the proposed changes at their April 19th meeting. They recommended the changes to the City Commission.

Below is a summary of the proposed amendments. A redlined copy of the ordinance highlighting changes is included in your packet.

Section 1.0202. – Specific Terms. Added definition for Light Industrial (Industrial, Light).

Section 1.0406. – B-OS business office service.

- In all sections, the items listed were put in alphabetical order.
- Updated permitted uses to match current definitions and use types in other districts.
- Added permitted uses for: animal hospitals, printing and publishing, professional service offices, recreational facilities, studio, trade schools, and transportation services.
- Split special land use “Ministorage and warehousing” into two special land uses, “Ministorage” and “Warehousing”, consistent with other districts.
- Added Light Industrial (listed as “Industrial, Light”) as a special land use. Due to the variety of areas that are zoned B-OS within the City, staff is recommending a restriction that this use is only permitted between Main Street and Hatch Street, and on S. Jefferson Street.

- Updated required conditions to be similar to the requirements in other districts. This includes adding language and requirements for drive-through operations, exterior lighting, screening of trash receptacles, and screening from residential uses.
- Added performance standards related to fire and explosion hazards, smoke, fumes, gases, dust, odors, solid waste, vibrations, noise, etc.
- Limited shipping and deliveries to 7:00 am to 7:00 pm. Noise allowance on property also reduced between the hours of 7:00 pm and 7:00 am. Allowances due to the buffer nature of this district and the likelihood these areas are adjacent to residential zoning districts or uses.

Proposed Motion:

Move that the Sturgis City Commission CONSIDER this the first reading of amendments to the Zoning Ordinance, Section 1.0202. - Specific terms and Section 1.0406. - B-OS business office service as presented.

Staff Recommendations:

CONSIDER

Included in your packet:

1. B-OS Amendments REDLINE

10. New Business

D. MDOT Grant Contract for N. Franks Avenue Roundabout

Staff: Barry Cox

Sturgis received a \$472,112.00 MDOT Highway Safety Improvement Program grant to improve the safety of the E. Lafayette Road and N. Franks Avenue intersection with the Sturgis Middle School's east drive in 2022.

The project will completely reconstruct the intersection of E. Lafayette Road and N. Franks Avenue into a single-lane, concrete roundabout with overhead lighting, ADA sidewalk ramp improvements, and sidewalk on all four quadrants of the roundabout.

Included in your packet is a contract document from the Michigan Department of Transportation (MDOT) for the project. As outlined in paragraph 5 of the contract, the City will receive Federal funds of 80% of eligible project costs up to a maximum of \$488,112.00.

As included in Exhibit I of the contract, the total estimated cost for the project is \$571,001.50. Based on this estimate and the terms of the contract, the City will receive \$456,801.20 in Federal funds and the City's share of the project will be \$114,200.30 plus any costs for construction engineering, construction material testing, and inspection services.

Bids for the project will be let by MDOT in May, after which final costs can be provided. Under the terms of the grant the City is required to accept bids up to 10% over the estimated project cost; if bids are greater than 10% over the estimate, the City can request a re-bid of the project.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the contract between the City of Sturgis and MDOT (#22-5165) for the completion of the E. Lafayette Road & N. Franks Avenue Roundabout and AUTHORIZE City Manager Michael Hughes and City Clerk Kenneth Rhodes to sign all necessary documents.

Staff Recommendation:

APPROVE

Included in your packet:

1. MDOT Contract #22-5165

10. New Business

E. Banquet Tables for Sturges-Young Center for the Arts

Staff: Daniel Root

The purchase of replacement banquet tables was included in the current fiscal year capital improvement plan for the Sturges-Young Center for the Arts (SYCA). The current tables range in age from ten to over fifty years old. While repairs have been made to the tables over the years to keep them in service, most have exceeded their functional lifespan.

Two different types of tables were considered and reviewed by staff. Blow molded all-plastic-top tables with metal framework and legs and MityLite tables that have an ABS plastic top bonded to a wood core with reinforced wood and metal framework and metal legs. Staff is recommending the MityLite tables due to their design as compared to the blow molded plastic tops; MityLite also offers skirting clips specifically designed for their tables, a beneficial feature. Brochures from MityLite are included in your packet. Executive Director Sheila Bolda has previous experience with the brand during her tenure at the Trustees Theatre in Savanna, Georgia.

Staff requested pricing for the MityLite tables directly from MityLite and from HPS, a cooperative purchase subscription service in which the City participates. Both quotes are included in your packet. Staff quoted the purchase of 30 rectangular tables, 35 round tables, and 25 square tables. Also quoted were 200 skirting clips. All tables were specified as black tops with black trim and hardware.

The low bid was from MityLite itself in the amount of \$30,372.00. Due to a promotion being run by the company, if purchased the City would also receive two carts, one for the rectangular tables and one for the round tables, free of charge. \$34,100.00 was included in the current capital budget for the purchase of tables.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the quote from MityLite Inc. for banquet tables in the amount of thirty thousand, three hundred and

seventy-two dollars (\$30,372.00) as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Brochures
2. MityLite Bid
3. HPS Bid

10. New Business

F. Budget Amendments

Staff: Holly Keyser

Included in your packet is memo from City Controller Holly Keyser regarding proposed budget amendments. The amendments include proposed changes to the General Fund, Street Repair Fund and Downtown Development Authority Fund for projects carried over from the prior budget year or items approved by the Commission but not amended formally in the budget. The DDA Board approved the budget amendment at the meeting held on April 6, 2022.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Budget Amendments for Fiscal Year 2021-2022 as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Memo

10. New Business

G. ARPA Discussion

Staff: Michael Hughes

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. The next required reporting date for the SLFRF is April 30th.

For the purposes of this funding the City of Sturgis is considered a non-entitlement unit of local government (NEU). The final rule includes an option to take the standard reduction of revenue allowance for the entirety of the allocation. The standard reduction is for allocations to NEU's under \$10 million. According to the U.S. Department of Treasury there is no benefit to selecting the other option. The standard deduction option provides more flexibility and avoids intensive reporting requirements. I plan to have a brief discussion with the Commission about this and a proposed process for designating the funds.

Noteworthy Meetings / Events

- Leadership St. Joseph County Presentation | April 13th
- WBET Interview for Road Millage | April 14th
- Southern Michigan Bank and Trust Splash Pad Donation Presentation | April 14th
- SABEA Meeting | April 18th
- Planning Commission Meeting | April 19th
- Bourbon, Bacon & Blues Meeting | April 20th
- Exchange Club Meeting | April 21st
- Sturges-Young Advisory Board Meeting | April 21st
- St. Joseph County ARPA Meeting | April 21st

Upcoming Events

- The Sounds of Spring | Downtown | 5:30pm-9:00pm | April 22nd
- Mom2Mom Sale | Doyle Community Center | 9:30am-1:30pm | April 23rd
- DDA Free Movie | Strand Theater | 1:00pm | April 23rd
- Styrofoam Recycling | DPS | 9:00am-12:00pm | May 7th
- Teddy Petty & The Refugees | SYCA | 8:00pm | May 7th
- Spring Car Cruise-In & Eats | Downtown | 4:00pm-8:00pm | May 13th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**WORK SESSION - STURGIS CITY COMMISSION
WEDNESDAY, APRIL 13, 2022
WIESLOCH RAUM – CITY HALL**

Mayor Mullins called the meeting to order at 5:00 p.m.

Commissioners present: Bir, Klinger, Kinsey, Smith, Hile, Vice-Mayor Miller, Mayor Mullins
Commissioners absent: Malone

Also present: City Manager, City Clerk

The City Commission conducted interviews to fill the vacancy for 4th Precinct Commissioner. Applicants included Frank Perez and Luis Perez.

By Consensus, the City Commission agreed that the appointment to fill the vacancy and seating of the new 4th Precinct Commissioner would occur at the next regular meeting.

The meeting was adjourned at 5:50 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, APRIL 13, 2022
WIESLOCH RAUM – CITY HALL

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

The Pledge of Allegiance was said by all present.

The Invocation was given by Pastor Troy Diersing, Sturgis Evangelical Church.

Commissioners present: Bir, Klinger, Kinsey, Malone, Smith, Hile, Vice-Mayor Miller, Mayor Mullins

Commissioners absent: None

Also present: Assistant to the City Attorney, City Manager, Assistant City Manager, Community Development Director, Director of Public Services, Electric Operations Manager, City Clerk

Mayor Mullins presented the following Proclamation:

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

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, as Mayor of the City of Sturgis I do hereby proclaim April 29th 2022, 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.

Mayor Mullins presented the following 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 2022 as “Fair Housing Month” in Sturgis.

Jerry Solis explained that he will be running for State Representative.

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

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Miller and seconded by Comm. Hile to approve the Consent Agenda of April 13, 2022 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from March 23, 2022 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$1,510,817.36 as presented.

8C. Resolution for Vacating Streets

ADOPT the Resolution Vacating Streets as presented.

8D. Sounds of Spring Event Request

APPROVE the requests for Sounds of Spring 2022 as presented.

8E. Parkview EMS Mutual Aid Agreement

APPROVE the Mutual Aid Agreement with Parkview EMS as presented and AUTHORIZE Public Safety Director Ryan Banaszak to sign all necessary documents.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Mayor Mullins opened the Public Hearing for consideration of the amended LDFA Development and TIF plans.

Assistant City Manager Andrew Kuk provided details about the plans. He explained that the Sturgis District Library has elected to opt out of LDFA TIF capture.

The Commission had discussion about some of the parcels included in the plan.

There was no comment from the public.

Mayor Mullins closed the Public Hearing.

Moved by Comm. Hile and seconded by Comm. Miller to adopt the Resolution Approving Amendments to Development Plan and Tax Increment Financing Plan for the Local Development Finance Authority of the City of Sturgis as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

**RESOLUTION APPROVING AMENDMENTS TO DEVELOPMENT PLAN AND TAX
INCREMENT FINANCING PLAN FOR THE LOCAL DEVELOPMENT FINANCE
AUTHORITY OF THE CITY OF STURGIS**

WHEREAS, the Recodified Tax Increment Financing Act, Act 57 of the Public Acts of Michigan of 2018, Document 57-2018-4. (collectively, the "Act") authorizes the City to establish and amend the Local Development Finance Authority of the City of Sturgis (LDFA); and

WHEREAS, the LDFA was established in 2008 and previously amended in 2018; and

WHEREAS, the LDFA is amending its boundaries, Development Plan, and Tax Increment Financing (TIF) Plan to include Stapleton, Bullard, and Dresser Industrial Parks as well as additional properties available for development and to include further infrastructure improvements for the benefit of the eligible properties within the Authority District; and

WHEREAS, on Jan 26th, 2022, and April 13th, 2022, the City Commission held a public hearing on the Plan Amendments pursuant to Act 57, Public Acts of Michigan, 2018, as amended; and,

WHEREAS, the City Council has given the taxing jurisdictions in which the District is located an opportunity to meet with the City Commission and to express their views and recommendations regarding the Plan Amendments, as required by the Act; and

WHEREAS, the LDFA Board has recommend for approval the amendments to the District boundaries, Development Plan and TIF Plan attached here as Exhibit A (the "Plan Amendments").

NOW THEREFORE BE IT RESOLVED, the Sturgis City Commission approves amendments to the LDFA District Boundaries, LDFA Development Plan, and LDFA TIF Plan as presented.

Assistant City Manager Andrew Kuk provided details on the Root and Branch Development Agreement which is a four-party agreement between the Developer (Root and Branch 108), the City of Sturgis, the Sturgis Downtown Development Authority, and the Brownfield Redevelopment Authority and outlines various responsibilities between the parties related to the Root and Branch Project to redevelop 108, 112, and 114 W. Chicago Rd. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Klinger to approve the Root and Branch Project Development Agreement pending final minor language adjustments and authorize the Mayor to sign all necessary documents.

Voting yea: Seven

Voting nay: Bir

MOTION CARRIED

Assistant City Manager Andrew Kuk provided details on certain funding related to the Root and Branch Project. Discussion followed.

Moved by Comm. Miller and seconded by Comm. Malone to adopt the Resolution Authorizing the Internal Loaning of Funds from the Electric Fund to the Downtown Development Authority (DDA) as presented.

Voting yea: Six

Voting nay: Bir, Hile

MOTION CARRIED

RESOLUTION AUTHORIZING THE INTERNAL LOANING OF FUNDS FROM THE ELECTRIC FUND TO THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

WHEREAS, the City of Sturgis, Sturgis Downtown Development Authority and others intend to collaborate with Root and Branch Real Estate on their development of 108, 112, and 114 W. Chicago Road; and

WHEREAS, the DDA currently owns 108 W. Chicago Road and is in the process of selling the property to Root and Branch Real Estate for the development; and

WHEREAS, the DDA will provide funds not-to-exceed \$400,000.00 to the Developer in consideration of the public purpose of demolishing the blighted structure at 108 W. Chicago, as well as redeveloping the site understanding the costs of this action and in recognition that such action would have necessarily been completed by the DDA itself without the Development; and

WHEREAS, the \$400,000.00 in funds is estimated to be the same or less than the cost for the DDA to demolish the blighted structure and stabilize adjacent buildings; and

WHEREAS, the Root and Branch Project includes investment within the Downtown Development Authority District estimated in the amount of between \$9.6 Million and \$10 Million dollars; and

WHEREAS, the City and DDA have entered into a Development Agreement with Root and Branch and the Brownfield Redevelopment Authority for the project; and

WHEREAS, the City of Sturgis Internal Loan Policy allows the City Commission to approve loans other than temporary cash flow loans created by the single account banking system; and

WHEREAS, it is necessary for the DDA to internally loan funds from the Electric Fund to defray the costs of funding the redevelopment of 108 W. Chicago; and

WHEREAS, the City Commission deems that this project serve the public interest and for the public good; and

WHEREAS, The City has an Electric Fund that has revenue sufficient to internally loan these funds.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Commission of the City of Sturgis does hereby approve the following loan:

FROM:	Electric Fund
TO:	Downtown Development Authority (DDA)
AMOUNT:	\$200,000
INTEREST RATE:	2.045% (Michigan Statutory Interest Rate)
TERM:	30 years (360 payments)
PAYMENT:	1 ST Payment commencing 10/1/2026, \$8,985.33 per month

DDA Event Coordinator Ryan Conrod provided details on a weekly farmer’s market which would occur every Wednesday from 4:00 pm to 7:00 pm starting May 18th and running through the month of October. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the requests for the Sturgis Farmers Market as presented.

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

DPS Director Rick Miller explained that Great Lakes Lawnscapeing was in the process of selling their business and would not be able to fulfill their contract for mowing of Memorial Park and the Doyle Community Center for the 2022 mowing season. He provided information on the new bids. Discussion followed.

Moved by Comm. Bir and seconded by Comm. Hile to approve a one-year contract for mowing services for the Doyle Community Center and Memorial Park sites with Grasshopper Lawn Care as presented.

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

Moved by Comm. Bir and seconded by Comm. Hile to approve a one-year contract for mowing services for Wall Fields with New Creations Landscape Management as presented.

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

Electric Operations Manager Tyler Stark provided information on a new bucket truck for the department. Discussion followed.

Moved by Comm. Bir and seconded by Comm. Hile to approve the purchase of a Utility Bucket Truck for the Electric Department from Altec, Inc. in an amount not-to-exceed two hundred thousand dollars (\$200,000.00) as presented.

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

Electric Operations Manager Tyler Stark provided information on the availability pad mounted transformers. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Bir to approve the purchase of a Howard 3-phase pad mounted transformer from Power Line Supply in the amount of forty-seven thousand, forty-five dollars (\$47,045.00) as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Assistant City Manager Andrew Kuk provided information on a plan for the alley running between the businesses and the parking lot in the south 100 block of W. Chicago Road. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Kinsey to approve the proposal from Fleis and VandenBrink Engineering, Inc. with optional Task B1 in the amount of thirteen thousand dollars (\$13,000.00) as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Controller Holly Keyser provided details on the RFP submissions related to a compensation study. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Smith to approve a contract to GovHR USA for a Compensation Study for the City of Sturgis in the amount not-to-exceed thirty-seven thousand, eight hundred dollars (\$37,800.00) as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Manager Michael Hughes provided details on the RFP submissions related to off-road trail design services. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Smith to approve the proposal of C2AE for preliminary trail design layout in an amount not-to-exceed sixty-six thousand, five hundred dollars (\$66,500.00) as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 8:10 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				
04-01-2022	PR0580M	00061	CITY OF STURGIS PAYROLL	303,800.96
04-01-2022	T14631M	00062	CITY OF STURGIS-EMPLOYEE INS	63,868.60
04-01-2022	T14632M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,737.56
04-01-2022	T14633M	00063	CITY OF STURGIS TAX TRANSFER	16,125.32
04-01-2022	T14634M	05123	COMERICA BANK-INST TRUST SERV	34,561.90
04-01-2022	T14635M	03229	CITY OF STURGIS-WORKERS COMP	2,719.77
04-01-2022	T14636M	00064	INTL CITY MGMT ASSOC RETR CORP	7,541.79
04-01-2022	T14637M	00065	DOYLE MEMBERSHIP TRANSFER	2,449.09
04-01-2022	T14638M	06208	HEALTH EQUITY/FSA TRANSFER	300.00
04-01-2022	T14639M	06190	HEALTH EQUITY/HSA PR TRANSFER	900.00
03-17-2022	T14640M	04197	MI PUBLIC POWER AGENCY	208,105.58
03-24-2022	T14641M	04197	MI PUBLIC POWER AGENCY	205,969.65
03-31-2022	T14642M	05892	PAYCOR	1,413.94
04-05-2022	T14643M	01127	STATE OF MICHIGAN	690.00
04-13-2022	T14644M	05892	PAYCOR	1,028.63
04-11-2022	T14645M	04197	MI PUBLIC POWER AGENCY	239,258.69
04-25-2022	T14646M	04389	FRONTIER COMMUNICATIONS A	50.98
04-25-2022	T14647M	04389	FRONTIER COMMUNICATIONS A	50.98
04-25-2022	T14648M	04389	FRONTIER COMMUNICATIONS A	229.78
04-28-2022	T14649M	04389	FRONTIER COMMUNICATIONS A	44.39
04-01-2022	T14650M	06138	MUTUAL OF OMAHA INSURANCE CO	4,350.91
04-13-2022	T14651M	05875	ALERUS FINANCIAL/MERS-STIPEND	1,200.00
04-01-2022	T14652M	06030	VERIZON CONNECT NWF INC	113.33
04-12-2022	T14653M	00449	CENTURY BANK & TRUST	3,402.13
04-11-2022	T14654M	00426	STURGES YOUNG AUDITORIUM	159.70
03-31-2022	T14655M	06208	HEALTH EQUITY/FSA TRANSFER	2,315.30
03-31-2022	T14656M	06190	HEALTH EQUITY/HSA PR TRANSFER	1,433.35
04-13-2022	T14657M	04088	BLUE CROSS BLUE SHIELD OF MI	37,550.15
04-18-2022	T14658M	04197	MI PUBLIC POWER AGENCY	311,968.26
04-07-2022	T14659M	04088	BLUE CROSS BLUE SHIELD OF MI	23,448.52
04-10-2022	T14660M	00181	GORDON FOOD SERVICE	210.17
04-25-2022	T14661M	03770	MICHIGAN GAS UTILITIES	669.63
04-12-2022	T14662M	02909	CHARTER COMMUNICATIONS	665.33
04-06-2022	T14663M	05875	ALERUS FINANCIAL/MERS-STIPEND	1,200.00
04-04-2022	T14664M	04197	MI PUBLIC POWER AGENCY	202,486.77
04-11-2022	T14665M	00512	CAMOCO FUEL SYSTEM	18,730.03
04-20-2022	T14666M	03770	MICHIGAN GAS UTILITIES	644.16
04-26-2022	T14667M	03770	MICHIGAN GAS UTILITIES	1,357.31
04-21-2022	T14668M	03770	MICHIGAN GAS UTILITIES	526.95
04-21-2022	T14669M	03770	MICHIGAN GAS UTILITIES	393.18
04-21-2022	T14670M	03770	MICHIGAN GAS UTILITIES	1,815.34
04-21-2022	T14671M	03770	MICHIGAN GAS UTILITIES	2,090.75
04-22-2022	T14672M	03770	MICHIGAN GAS UTILITIES	48.04
04-22-2022	T14673M	03770	MICHIGAN GAS UTILITIES	52.56
04-26-2022	T14674M	03770	MICHIGAN GAS UTILITIES	319.27
04-26-2022	T14675M	03770	MICHIGAN GAS UTILITIES	40.66
04-21-2022	T14676M	04389	FRONTIER COMMUNICATIONS A	52.72
04-18-2022	T14677M	04389	FRONTIER COMMUNICATIONS A	222.96
04-18-2022	T14678M	04389	FRONTIER COMMUNICATIONS A	209.15
04-25-2022	T14679M	04197	MI PUBLIC POWER AGENCY	28,777.49
04-20-2022	T14680M	04088	BLUE CROSS BLUE SHIELD OF MI	82,751.36
04-18-2022	T14681M	04524	ALERUS FINANCIAL	16,106.00

Date	Check#	Vendor	Vendor Name	Amount
04-22-2022	T14682M	03858	FARMERS STATE BANK	7,781.90
Automatic Checks				
04-27-2022	242653	00110	A & K PRINTING & POOLS	2,902.00
04-27-2022	242654	06156	AGILE TICKETING SOLUTIONS LLC	82.29
04-27-2022	242655	00002	ALL-PHASE ELECTRIC SUPPLY	445.53
04-27-2022	242656	02334	ALLMAKE BROADCOM	553.00
04-27-2022	242657	06119	AMAZON.COM SALES INC	1,496.13
04-27-2022	242658	01947	AQUA-AEROBIC SYSTEMS INC	253.44
04-27-2022	242659	06255	BACKROAD TRUCKING LLC	600.00
04-27-2022	242660	00130	BANDHOLTZ PAINT MFG CO	66.09
04-27-2022	242661	04776	BARONE HARDWARE & AUTO	1,171.99
04-27-2022	242662	05640	BECKETT & RAEDER	435.00
04-27-2022	242663	06117	BENITA ANN LEWIS	75.00
04-27-2022	242664	06256	BERESFORD COMPANY	177.00
04-27-2022	242665	00132	BOFA INC	1,387.70
04-27-2022	242666	00005	BOGEN CONCRETE INC	950.00
04-27-2022	242667	02004	BRANCH HILLSDALE ST JOE HEALTH	469.00
04-27-2022	242668	00296	BRIAN J SONNENBERG	22.00
04-27-2022	242669	05125	CANNON TECHNOLOGIES	43,263.00
04-27-2022	242670	05929	FACTUAL DATA	50.00
04-27-2022	242671	00315	CENTURYLINK	34.27
04-27-2022	242672	05108	CORRIGAN OIL CO	1,085.32
04-27-2022	242673	05863	COTTINS DO IT BEST HARDWARE	197.34
04-27-2022	242674	06158	CULLIGAN WATER OF STURGIS	29.00
04-27-2022	242675	02005	DELL MARKETING LP	5,255.48
04-27-2022	242676	00296	DIANE L ULINDER	58.90
04-27-2022	242677	03095	MARY DRESSER	90.00
04-27-2022	242678	00364	CAROL DUSTIN	480.00
04-27-2022	242679	00769	EMERGENCY VEHICLE PRODUCTS INC	30,606.27
04-27-2022	242680	04955	ENVIRO-CLEAN	7,249.58
04-27-2022	242681	06230	ERGOTECH CONTROLS INC	5,069.05
04-27-2022	242682	00169	FASTENAL COMPANY	149.48
04-27-2022	242683	05151	FAWN RIVER MECHANICAL LLC	1,368.00
04-27-2022	242684	00091	FEDERAL EXPRESS	3.44
04-27-2022	242685	05841	FERGUSON FACILITIES SUPPLY	659.12
04-27-2022	242686	05490	FERGUSON WATERWORKS #3386	2,950.00
04-27-2022	242687	00296	FILIBERTO RUBIO JR	79.43
04-27-2022	242688	02145	FIRE SUPPRESSION PRODUCTS	555.00
04-27-2022	242689	06021	GABRIDGE & COMPANY PLC	14,650.00
04-27-2022	242690	00183	W W GRAINGER INC	758.39
04-27-2022	242691	05634	GREEN PROJECTS GROUP	3,996.00
04-27-2022	242692	00041	GREG BROOKS	300.00
04-27-2022	242693	04348	HAGADORN MECHANICAL SERVICES	1,292.57
04-27-2022	242694	03566	HAMMERSMITH EQUIPMENT CO	434.00
04-27-2022	242695	05586	MARY M HAYLETT	40.00
04-27-2022	242696	06233	HOLIDAY INN EXPRESS HOWE	100.00
04-27-2022	242697	03515	HYDROCORP	4,625.50
04-27-2022	242698	06115	JENNA PARKER CREATIVE	3,025.00
04-27-2022	242699	06202	JORDAN BELL	120.00
04-27-2022	242700	00889	KENTON KELLEY	1,428.50
04-27-2022	242701	04238	MICHELLE KELLEY	1,345.50
04-27-2022	242702	00020	KENDRICK STATIONERS INC	426.04

Date	Check#	Vendor	Vendor Name	Amount
04-27-2022	242703	00581	KRONTZ GENERAL MACHINE & TOOL	215.00
04-27-2022	242704	04071	KS AUTO SERVICE INC	88.00
04-27-2022	242705	00212	KSS ENTERPRISES	266.90
04-27-2022	242706	01846	LAGRANGE CO CHAMBER OFCOMMERCE	235.00
04-27-2022	242707	05977	LAKELAND INTERNET LLC	106.94
04-27-2022	242708	00296	LARRY D SELL	51.37
04-27-2022	242709	00220	LITHO PRINTERS INC	323.53
04-27-2022	242710	05150	MALWAREBYTES CORPORATION	6,003.68
04-27-2022	242711	00041	MARY WARBLE	300.00
04-27-2022	242712	00635	MCMaster-CARR SUPPLY COMPANY	519.52
04-27-2022	242713	05945	MED SAFETY PLUS LLC	22.67
04-27-2022	242714	03774	STATE OF MICHIGAN	300.00
04-27-2022	242715	03774	STATE OF MICHIGAN	129.75
04-27-2022	242716	01437	STATE OF MICHIGAN	75.00
04-27-2022	242717	00024	STATE OF MICHIGAN - MDOT	510.21
04-27-2022	242718	05121	MICKEY'S LINEN	368.44
04-27-2022	242719	06026	MID-CITY SUPPLY CO INC	228.37
04-27-2022	242720	00238	MIDWEST COMMUNICATION SERVICES	1,480.00
04-27-2022	242721	04702	MILLER JOHNSON ATTORNEYS	1,033.50
04-27-2022	242722	05051	MILSOFT UTILITY SOLUTIONS	500.49
04-27-2022	242723	02539	MOTOROLA INC	12,755.36
04-27-2022	242724	06191	MUNISSION, LLC	4,375.00
04-27-2022	242725	05102	McLEAN ENGINEERING CO	2,615.07
04-27-2022	242726	06069	NAPA AUTO PARTS	136.72
04-27-2022	242727	00255	NIBLOCK EXCAVATING INC	5,187.00
04-27-2022	242728	06051	NORTHERN CONSTRUCTION SERV COR	27,292.20
04-27-2022	242729	05671	PACE ANALYTICAL SERVICES LLC	209.00
04-27-2022	242730	04770	PARRISH EXCAVATING INC	2,702.25
04-27-2022	242731	00263	PERRY PERSONNEL PLUS INC	270.00
04-27-2022	242732	03698	PKG LLC	15.22
04-27-2022	242733	05042	PLANT GROWTH MANAGEMENT SYSTEM	3,520.00
04-27-2022	242734	06254	PLAYGROUND GUARDIAN LLC	500.00
04-27-2022	242735	00033	POSTNET POSTAL & BUSINESS	879.89
04-27-2022	242736	00485	POWER LINE SUPPLY	2,502.08
04-27-2022	242737	00031	POWER SYSTEM ENGINEERING INC.	2,156.62
04-27-2022	242738	06085	PRESIDIO NETWORKED SOLUTIONS	1,900.39
04-27-2022	242739	05739	RENEWABLE WORLD ENERGIES LLC	7,241.60
04-27-2022	242740	00035	RESCO	3,594.17
04-27-2022	242741	06038	REVOLUTION HEALTH, P.C.	253.03
04-27-2022	242742	00296	RICK & DAWN PARKER	10.84
04-27-2022	242743	05518	SNAP-ON INDUSTRIAL	33.78
04-27-2022	242744	00707	SPORTSARAMA INC	450.00
04-27-2022	242745	02179	SPRINT	901.29
04-27-2022	242746	04310	SSEO GROUP INC	618.50
04-27-2022	242747	00488	STATE SYSTEMS RADIO INC	1,155.00
04-27-2022	242748	00936	STURGIS COMMUNITY POOL	172.00
04-27-2022	242749	00290	STURGIS HOSPITAL	248.00
04-27-2022	242750	00291	STURGIS JOURNAL	2,554.73
04-27-2022	242751	06196	STURGIS JOURNAL	226.00
04-27-2022	242752	00507	STURGIS OVERHEAD DOOR & LADDER	649.76
04-27-2022	242753	00552	STURGIS PUBLIC SCHOOLS	7,160.00
04-27-2022	242754	06031	STYKEMAIN OF STURGIS LLC	129.47
04-27-2022	242755	06188	TASTEFUL KREATIONS	300.00

Date	Check#	Vendor	Vendor Name	Amount
04-27-2022	242756	05682	ROBERT TAYLOR	130.00
04-27-2022	242757	03656	TERRY'S SEPTIC SERVICE	13,315.00
04-27-2022	242758	06125	THE COPY IMAGE INC	1,924.35
04-27-2022	242759	01791	TITANIUM SOLUTIONS INC	550.00
04-27-2022	242760	05664	TREECORE LLC	45,672.40
04-27-2022	242761	05686	TRI-STATE SECURITY LKSMITH LLC	67.00
04-27-2022	242762	01247	TRUCK & TRAILER SPEC INC	336.55
04-27-2022	242763	01810	VAN METER & ASSOCIATES INC	285.00
04-27-2022	242764	05745	ERICA VARGAS SARCO	160.00
04-27-2022	242765	04453	VERIZON WIRELESS	2,313.05
04-27-2022	242766	00296	VERNON M MILLER	37.22
04-27-2022	242767	00296	VIRGINIA K HARVEY R KAUFFMAN	121.18
04-27-2022	242768	03511	WASTE MANAGEMENT	4,200.55
04-27-2022	242769	05412	CLEANCHEM	382.79
04-27-2022	242770	02948	WITMER PUBLIC SAFETY GROUP INC	96.97
04-27-2022	242771	06107	YEOMAN, TALIA	420.00
04-27-2022	D01811	00077	CARQUEST AUTO PARTS	3.47
04-27-2022	D01812	02983	CINTAS LOCATION #351	1,372.90
04-27-2022	D01813	00019	KENDALL ELECTRIC INC	890.48
04-27-2022	D01814	03944	LINDE GAS & EQUIPMENT INC	121.51
04-27-2022	D01815	06250	MARANA GROUP	5,024.75
04-27-2022	D01816	01080	NYE UNIFORM CO	532.50
Manual Total				\$1,844,940.99
Automatic Total				\$326,291.36
Grand Total				\$2,171,232.35

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 03/27/2022
PR0580M PAYROLL DATE 04/01/2022

GENERAL	\$157,127.24
MAJOR STREET	11,351.75
LOCAL STREET	3,605.95
CEMETERY	4,082.60
DDA	919.58
BUILDING	2,639.98
STURGES-YOUNG CENTER FOR THE ARTS	3,276.65
RECREATION	2,218.11
DOYLE RECREATION CENTER	9,729.83
AMBULANCE	6,286.54
ELECTRIC	74,574.16
SEWER	16,559.39
WATER	8,822.52
MOTOR VEHICLE	2,606.66
Payroll Sub-Total	\$303,800.96

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8C



Mar 14, 2021

KS21-Q-009 - Rev.3

Attention: Sturgis

Subject: MEG-123R1-40S

We are pleased to present our quotation covering the S&C Metal Enclosed Switchgear for the above referenced project.

It should be noted that all applicable taxes are not included in the price. The prices quoted are FCA, freight prepaid to the common carrier depot nearest the final destination (Incoterms 2010).

S&C Standard Conditions of Sale - Domestic, Price Sheet 150T, dated October 6, 2014 shall apply to any orders unless specifically modified in this quotation or subsequent correspondence.

Any price, quantity or condition of sale stated in any quotation is effective for 30 days from date of quotation. All prices are in US Dollars.

Please do not hesitate to contact us if you have any questions.

Item 01: MEG-123R1-40

RATINGS:	<u>Nom (kV)</u>	<u>BIL (kV)</u>	<u>IC (MVA)</u>	<u>Main Bus (A)</u>
	13.8	95.00	600	600

NUMBER OF BAYS: 1

DIMENSIONS: 42.0" Wide 60.0" Deep 93.0" High

PAINT FINISH: Interior & Exterior: Equipment Green

ALL BAYS – COMMON FEATURES:

1. Outdoor features including paint finish, roof Insulmastic, gaskets, strip heaters (unwired), weatherproof roof and louvers.
2. Strip heaters.
3. All necessary copper buswork and interconnections.
4. Tin-plated bus
5. 2-plex nameplates with black letters on white background
6. Mimic bus - white lines on red background
7. Tamper-resistant features - padlockable covers over switch handles & windows
8. Ground bus bolted to welded bracket, complete with clamp type connector.
9. Colour coded phase markers.

FUSED SWITCH BAYS - COMMON FEATURES:

1. Safety glass viewing window for observation of switch contacts
2. Spare refill container on the inside of the fuse compartment
3. Hinged and padlockable access door on front of bay.
4. Mechanical interlock to prevent access to fuses unless switch is in the open position.
5. Horizontal protecting barrier between interrupter switch compartment and fuse compartment.
6. Hinged bolted vertical screen in front of interrupter switch compartment to prevent inadvertent contact with live parts when servicing fuses.

A DETAILED DESCRIPTION OF EACH BAY IS GIVEN IN THE FOLLOWING PAGES:

Bay No. 1 (Feeder Module, Approx. Dim: 42" Wide x 60" Deep, Approx. Weight: 2,065 lb.)

- 1 Provision for connection with bottom incoming cables – equipped with 2 Bolts cable terminal for cables from 2-500 MCM.
- 1 Ground Rod (line side)
- 3 10 kV Distribution class lightning arresters – 8.4 kV MCOV- Hubbell -Ohio Brass
- 1 S&C Mini-Rupter® switch, three poles, with manual quick-make, quick-break operating mechanism, rated 600A continuous and interrupting; 40kA momentary; and 40kA fault closing at 13.8kV.
- 3 S&C SM-40 power fuse mountings, 45o opening, disconnect style, 400E amperes maximum current carrying capacity at 13.8kV, complete with end fittings.
- 6 S&C SMU-40® fuse units, 13.8kV; and 600MVA symmetrical maximum interrupting capacity at 13.8kV. (3 required initially, 3 spares).
- 2 Structural Support for 3 Current Transformers (JKM-5 -GE)
- 2 Structural Support for 3 Potential Transformers (JVM-5 -GE)
- 1 Rear full Door for instrument metering transformers provided with snap lock blank cover (CM-10998). / Full Screen Door.
- 1 Provision for connection with bottom outgoing cables – equipped with 2 Bolts cable terminal for cables from 2-500 MCM.

Notes:

- 1- CTs PTs, metering cabinet and metering socket to be supplied and installed by others (field installation).

Price Schedule:

PRICE OF DESCRIBED SWITCHGEAR: \$34,273.75 NET TNIP

Ship Schedule:

Official delivery to be confirmed at the time of Order Placement.

Current estimate:

- 8-10 weeks for creation of approval drawings ARO
- 2 weeks allocated for customer review/approval of drawings
- 29-31 weeks for manufacturing of Switchgear

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

**Amended and Restated
Development Plan and Tax Increment
Financing Plan**

City of Sturgis

St. Joseph County, Michigan

Downtown Development Authority

April 6, 2022

TABLE OF CONTENTS

BACKGROUND AND PURPOSE

Purpose of the Downtown Development Authority

Creation of the Downtown Authority

Basis of the Development Plan

DEVELOPMENT PLAN

1. Designation of the Boundaries of the Development Plan
- 2A. Location and Extent of Existing Streets and other Facilities
- 2B. Existing Public and Private Land Uses within the Development Area
3. Location and Extent of Proposed Public and Private Land Uses
4. Legal Description of the Development Area
5. Existing Improvements to be Demolished, Repaired or Altered
6. Location, Extent, Character and Estimated Cost of Improvements
General Project Descriptions
7. Statement of the Construction or Stages of Construction Planned
8. Parts of the Development to be Left as Open Pace
9. Portion of the Development Area to Sell, Donate, Exchange or Lease
10. Desired Zoning Changes and Changes in Streets
11. Estimate of the Cost of Development, Proposed Method of Financing
12. Designation of Persons(s) To Benefit from Improvements
13. Procedures for Bidding Conveyance of Property
14. Estimate Number of Persons Residing in the Development Area
15. Plan for Establishing Priority for the Relocation of Persons Displaced
16. Provision for the Costs of Relocation
17. A Plan for Compliance with Act 227 of PA 1972

TAX INCREMENT FINANCING PLAN

1. Definitions as Used in this Plan
2. Purpose of the Tax Increment Financing Plan
3. Explanation of the Tax Increment Financing Plan
4. Taxing Jurisdictions Agreements
5. Property Valuations and Captured Revenue
6. Maximum Indebtedness
7. Use of Captured Revenues
8. Duration of the Program
9. Plan Impact on Local Taxing Jurisdictions
10. Release oof Captured Revenues
11. Assumptions of Tax Increment Financing Plan
12. Operating Agreement Between DA and Local Unit of Government
13. Relationship of the TIF Plan with Other Funding Programs
14. Relationship to Community Master Plan
15. Submission of an Annual Report to the Governing Body and State Tax Commission

MAPS/GRAPHIC

1. City of Sturgis Downtown Development Authority District
2. DDA Development Boundary
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4. Development Plan Projects and Programs

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BACKGROUND AND PURPOSE

Purpose of the Downtown Development Authority Act

Act 57 of 2018 of the State of Michigan, commonly referred to as the Recodified Tax Increment Financing Act (“Act 57”) includes Part 2 which was created in part to correct and prevent deterioration of business districts; to promote economic growth and revitalization; to encourage historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation of downtown development authorities (“DDA”); to authorize the levy and collection of taxes, the issuance of bonds and the use of tax increment financing in the accomplishment of specific downtown development activities contained in locally-adopted development plans.

Act 57 seeks to attack problems of urban decline, strengthen existing areas, and encourage new private developments in the downtown districts of Michigan communities. It seeks to accomplish this goal by providing communities with the necessary legal, monetary, and organizational tools to revitalize downtown districts either through public-initiated projects or in concert with privately motivated development projects. The manner in which DDAs choose to make use of these tools depends on the problems and opportunities facing each DDA district and the development priorities sought by the community in the revitalization of its business area.

Creation of the Sturgis Downtown Development Authority

On February 8, 1982, the City of Sturgis City Commission adopted Ordinance 31.85 that created the Sturgis Downtown Development Authority (“DDA” or “the Authority”). The DDA District created by this ordinance and later expanded in 2002 is illustrated on Map 1 and a copy of the respective Ordinance is included in Exhibit A; Organizational Documentation.

The Authority was given all the powers and duties prescribed for a DDA pursuant to Act 57. Further, the operational structure of the Sturgis DDA was approved pursuant to its By-Laws.

Table 1

DDA Milestone Dates					
Feb. 8, 1982	June 14, 1989	May 11, 1994	Sept. 25, 2002	April 22, 2010	June 30, 2035
DDA Established	Development Plan and Tax Increment Financing Plan Adopted	Development Plan and Tax Increment Financing Plan Extended to June 14, 2010	DDA District Expanded	Development Plan and Tax Increment Financing Plan Extended to June 30, 2035	Development Plan and Tax Increment Financing Plan Expire

Basis for the Tax Increment Finance Plan and Development Plan

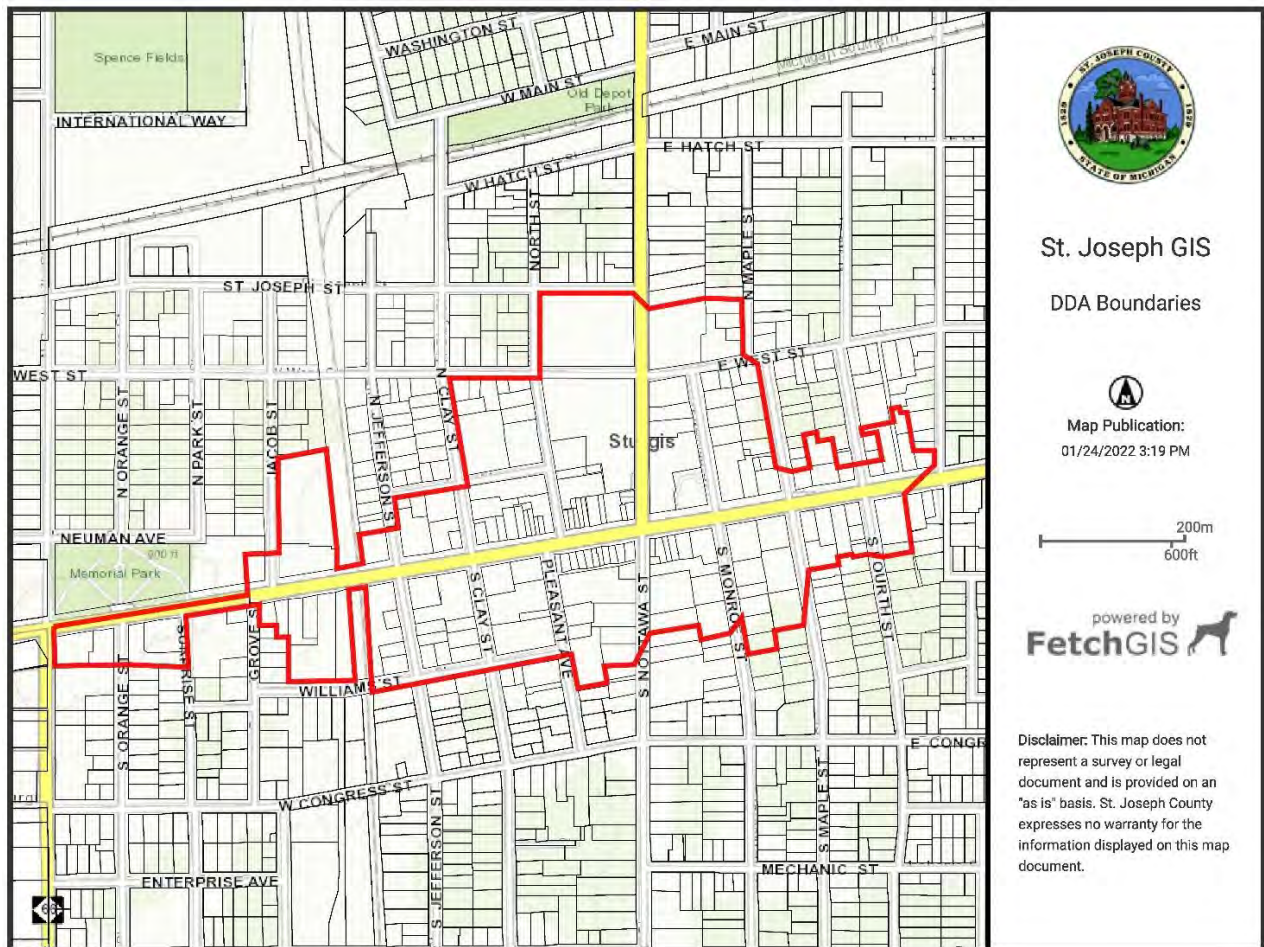
Act 57 provides the legal mechanism for local officials to address the need for economic development in the business district. In Sturgis, the DDA District, subject of this Development Plan, can be generally described as incorporating commercial properties along the north side of Chicago Road (US-12) from North Prospect Street to Jacob Street; along the south side of Chicago Road (US-12) from South 4th Street to South Centerville Road; and properties along the south side of East West Street from North Maple Street to North Clay Street.

For purposes of designating a development plan district and for establishing a tax increment financing plan, Act 57 refers to a “downtown district” as being in a business district that is specifically designated by ordinance of the governing body of the municipality and a “business district” as being an area in the downtown of a municipality zoned and used principally for business.

For purposes of financing activities of the Authority within a district, tax increment plans can be established. By definition, a tax increment financing plan seeks to capitalize on and make use of the increased tax base created by economic development within the boundaries of a downtown district. The legal basis or support for the Tax Increment and Development Plans is identified in Act 57, as amended.

This Development Plan and Tax Increment Plan will define projects specific to that portion of the Downtown District created through Ordinance No. 1. The Development Area District described in Section 4 comprises the same area as the Downtown district.

Map 1
Sturgis Downtown Development Authority District



STURGIS DDA GENERAL DEVELOPMENT PLAN

Downtown is a key indicator of a community's economic vitality. Prior to the establishment of the Downtown Development Act (Public Act 179 of 1975 – recodified as Act 57) municipalities had very few financial tools to assist with downtown revitalization. As a result, capital projects were deferred, or municipalities used general fund monies and special assessment districts to defray the cost of the expenditures. The broader approach to downtown revitalization involving both the public and private sectors was absent and elected officials and administrators could not afford the time to focus personnel or the fiscal resources needed to address the real estate, market, and capital projects required to create a viable business district.

The need for establishing the Development District described in Section 4 (referred to as “Development Area”) is founded on the basis that the future success of Sturgis's current effort to revitalize its commercial area will depend, in large measure, on the readiness and ability of its public corporate entity to initiate public improvements that strengthen the commercial area and to encourage and participate where feasible in the development of new private uses that clearly demonstrate the creation of new jobs, the attraction of new business, the addition of new housing units, and the generation of additional tax revenues.

The City of Sturgis was founded by Judge John Sturgis in 1827 and the site of his original house can be seen at Pioneer Park. The Core of the historic commercial area is located along the former “Chicago Turnpike” between Nottawa Street (M-66) and Clay Street. Today, the commercial district extends beyond its original historical limits and can be found along both sides of Chicago Road from Franks Avenue (east) to White School Road (west). Geographically, the downtown is linear in character extending along Chicago Road (US-12) except in the core downtown area where the business district expands to incorporate properties generally between West and Williams Street.

Since 2009 the Sturgis DDA has continued utilizing “The National Main Street Four Point Approach” to refine and update goals and project within the DDA boundaries. The DDA has established a Strategic Plan in both 2010 and more recently in 2019. This DDA Development Plan integrates elements of the Strategic Plan of 2019 focusing on Economic Restructuring, Design, Promotion, and Organization. The strategies outlined in the Strategic Plan 2019 report include:

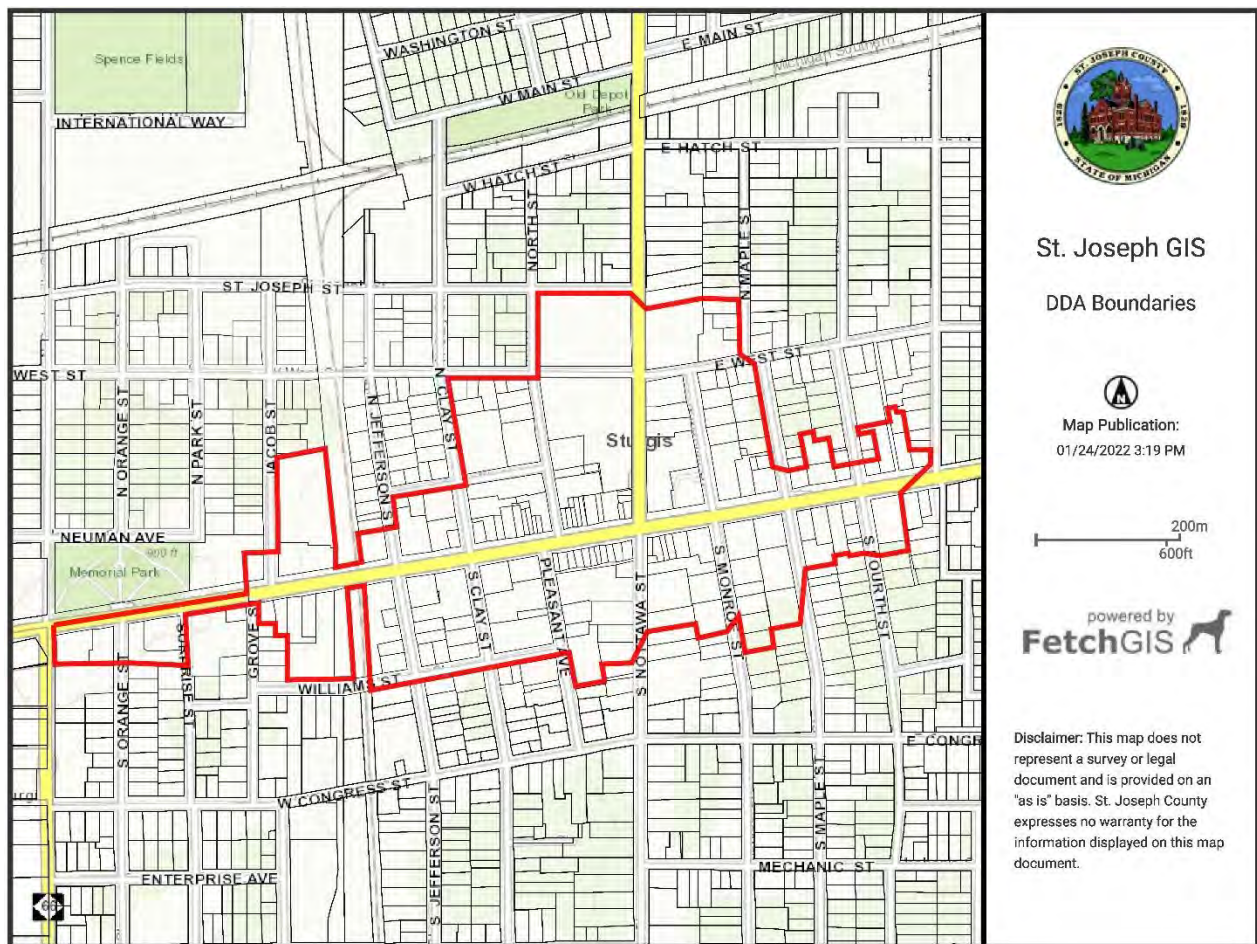
- Continue marketing, promotion efforts, and position Sturgis as an event and activity destination within a 30-mile market,
- Enhance Board and Staff training on issues such as public venues and spaces,
- Improve downtown parking lots and plan for long-term maintenance,
- Work to establish free public Wi-Fi in downtown,
- Establish and grow annual downtown events throughout the year,
- Market available buildings in downtown,
- Continue to improve public venue and space infrastructure (place-making),
- Establish a marketing plan for Downtown Sturgis,
- Establish grant resources for downtown businesses to improve properties, and
- Develop a close partnership with Sturges-Young Center of the Arts and work to identify the venue within Downtown.

DEVELOPMENT PLAN

1. Designation of Boundaries of the Development Area

The Development Area boundary is located within the jurisdictional limits of the City of Sturgis and the City of Sturgis DDA. The City of Sturgis established the DDA pursuant to Act 197 of the Public Acts of 1975 through adoption and publication of Ordinance 31.85 in February 1982, and adopted its first Development Plan in 1989, which was extended on May 11, 1994 to expire on June 14, 2010. The Development Plan was amended again in April, 22 2010 to expire on June 30, 2035. The DDA Development Area boundary is contiguous with the Authority's District as illustrated on Map 1 and can generally be described as incorporating commercial properties along the north side of Chicago Road (US-12) from North Prospect Street to Jacob Street; along the south side of Chicago Road (US-12) from South 4th Street to South Centerville Road; and properties along the south side of East West Street from North Maple Street to North Clay Street.

Map 2
DDA Development Area District



2A. Location and Extent of Existing Streets and other Public Facilities

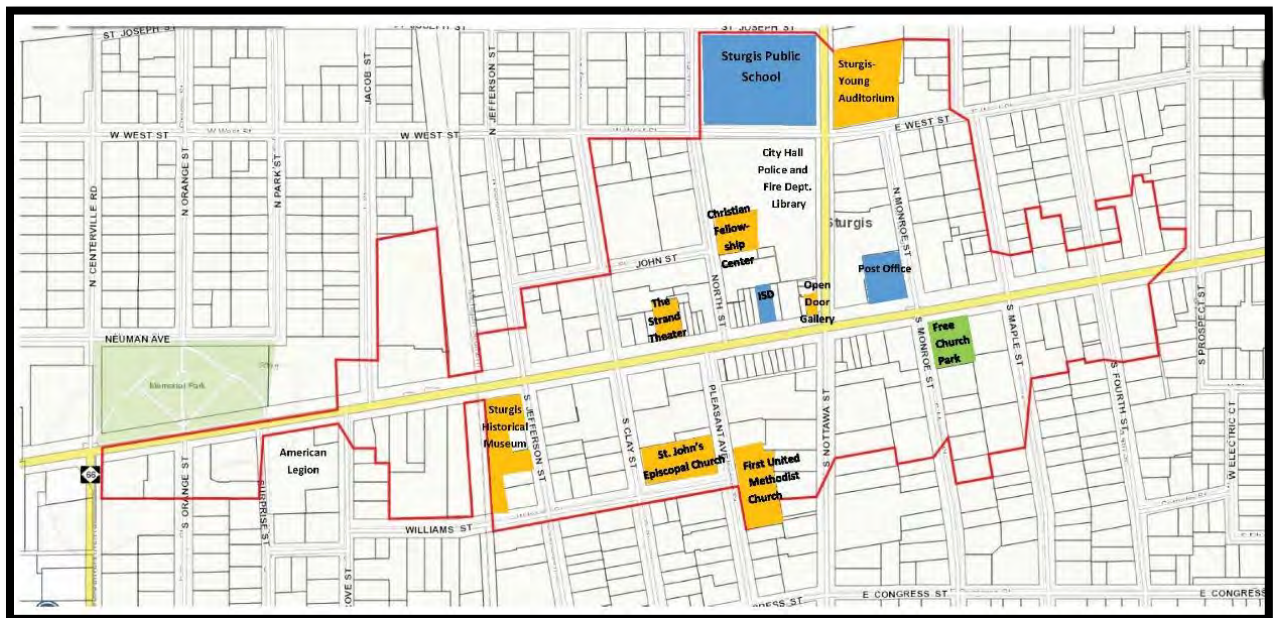
Public land uses within the Development area include rights-of-way under the jurisdiction of the City of Sturgis, County of St. Joseph, and the State of Michigan (US-12). Included within the Development Area are alleys that run parallel to the major streets mentioned above and behind the retail and office land uses fronting on these streets.

In addition to the circulation system described above, other public land uses include public parks and municipal parking areas within the Development Area. The City of Sturgis owns the Free Church Park at the southeast corner of Chicago Road and South Monroe Street. In addition to these facilities, Sturgis City Hall, The Sturgis Public Safety building, the Sturgis District Library, Sturges-Young Center for the Arts, and the local US Post Office are located within the development area.

2B. Location, Character and Extent of Existing Public and Private Land Uses within the Development Area

Existing Land uses within the Development Area are composed of public and private land uses comprising approximately 51 acres. The locations of some notable land uses are illustrated on Map 3; DDA Land Use Map.

Map 3
Community and Cultural Facilities



Public Land Uses

Public uses within the Development Area boundary include the Sturgis City Hall, Sturgis Public Safety building, Sturgis District Library, St. Joseph County Intermediate School District, United States Post Office, and the Sturgis-Young Auditorium and Civic Center.

Private Land Uses

- A. Residential – there are 96 dwelling units within the development area as of April 2022. These include residential dwelling units in mixed-use developments, principally residential above downtown businesses, as well as properties whose sole use is residential. The majority of residential in the downtown is rental units, with some single-family owner occupied-properties.
- B. Commercial – The majority of property within the Development Area consists of commercial property. Commercial properties along Chicago Road (US-12) between Maple and Clay streets tend to be attached multi-story buildings or larger community structures, such as the US Post Office. Many of these buildings and businesses rely on public parking to meet their patron needs. Commercial businesses east of Maple Street and west of Clay Street tend to be detached with separate private parking areas.
- C. Transportation – Pioneer Rail, a short line rail which connects to the CSX Rail network, runs north-south through the DDA district just west of Jefferson Street.

Recreational and Civic Use

Recreational Civic uses within the Development Area include Free Church Park, Wieslochweg (passive recreation area with outdoor seating and fireplace), Sturges-Young Center for the Arts, and the Sturgis Historical Museum – At the Depot.

Educational Uses

The Sturgis District Library, Sturgis Public Schools Central Commons building, and the St. Joseph County Intermediate School District are the only educational land uses within the Development Area.

3. Location and Extent of Proposed Public and Private Land Uses

Existing land uses within the Development Area conform to current zoning designations and development patters outlined in the Community Master Plan.

Proposed public facilities and buildings will include those properties acquired, renovated, and sold by the DDA as part of this plan and properties under their ownership, such as the Open Door Gallery building at the corner of Nottawa and Chicago Road. The DDA is also prepared to work with the City of Sturgis and the St. Joseph County Brownfield Redevelopment Authorities (“BRA”) on the redevelopment of properties within the Development Area. For example, the DDA may enter into tax sharing agreements with the City or County BRA on the redevelopment of privately held properties within the Development Area.

Lastly, the Authority is considering public restrooms and a farmers market pavilion within the downtown which are considered public facilities.

4. Legal Description of the Development Area

The boundaries of the DDA shall be set forth on the map attached hereto and made a part hereof by reference, and as described as follows:

An area in the South one-half of Section 1, Town 8 South, Range 10 West, City of Sturgis, St. Joseph County, Michigan, described as follows:

Point of Beginning (POB) - Southeast corner of the intersection of North Clay Street and West West Street.

Beginning at the northwest corner of Block 26 of the Replat of the Village of Sturgis (the Replat) in the City of Sturgis, St. Joseph County, Michigan, according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan, in Volume 33 of Deeds, Pages 164 and 165;

Thence Easterly along the South side of West West Street to the Northwest corner of Block 25 of the Replat; Thence Northwesterly to the Southwest corner of Block 16 of the Replat;

Thence Northerly along the East side of North Street to the Northwest corner of Block 16 of the Replat;

Thence Easterly along the South side of Saint Joseph Street to the Northeast corner of Block 16 of the Replat;

Southwest corner of the intersection of Saint Joseph Street and N. Nottawa Street

Thence Southeasterly to the Northwest corner of Lot 3 Block 17 of the Replat;

Thence Northeasterly along North line of Lot 3 to Northeast corner of Lot 3 of Block 17 of the Replat;

Thence Southerly along East line of Lot 3 to the Northwest corner of tax parcel# 75-052-040-147- 00;

Thence Easterly along North line of said tax parcel to the West side of North Maple Street; Thence Southerly along West side of North Maple Street and North Maple Street extended to the South side of East West Street;

Thence Easterly along the South side of East West Street to the Northeast corner of Block 23 of the Replat;

Southwest corner of the intersection of North Maple Street and West West Street,

Thence Southerly along the West side of North Maple Street to a point which is 16.5 feet Northerly of the Southeast corner of Lot 9 (181.5 feet northerly of the northwest corner of the intersection of West Chicago Road and North Maple Street);

Thence Southeasterly to a point on the East side of North Maple Street which point is 81 feet Northerly of the Southwest corner of Lot 11 of Block 22 of the Replat (81 feet northerly of the northeast corner of the intersection of East Chicago Road and North Maple Street);

Thence Easterly parallel with the South line of Lot 11 (north side of East Chicago Road), 78 feet;

Thence Northerly parallel with the East side of North Maple Street to a point which is 16 feet South of the North line of Lot 6 of Block 22 of the Replat;

Thence Easterly parallel with the North line of Lot 6 to a point on the East line of Lot 6 which point is 16 feet Southerly of the Northeast corner of Lot 6;

Thence Southerly 42 feet along the East line of Lot 6, which is also the West line of Lot 7 of Block 22 of the Replat, to a point which is 58 feet Southerly of the Northwest corner of Lot 7;

Thence Easterly parallel with the North line of Lot 7, 66 feet;

Thence Southerly parallel with the West side of North Fourth Street to a point on the West line of Lot 8 of Block 22 of the Replat which point is 60 feet North of the North side of East Chicago Road;

Thence Easterly parallel with the North side of East Chicago Road to a point on the West side of North Fourth Street which point is 60 feet Northerly of the Southeast corner of Block 22 of the Replat (northwest corner of the intersection of East Chicago Road and North Fourth Street);

North Fourth Street.

Thence Easterly to a point on the East side of North Fourth Street which point is 61 feet Northerly of the Southwest corner of Block 21 of the Replat (northeast corner of the intersection of East Chicago Road and North Fourth Street);

Thence Easterly parallel with the North side of East Chicago Road to a point on the East Line of Lot 9 of Block 21 of the Replat;

Thence Northerly along the East Line of Lot 9 and parallel to the East line of North Fourth Street to a point which is 22 feet Northerly of the South line of Lot 8 of Block 21 of the Replat;

Thence Westerly parallel with the South line of Lot 8 to a point on the East side of North Fourth Street which point is 22 feet Northerly of the South line of Lot 8;

Thence Northerly along the East side of North Fourth Street, 30 feet;

Thence Easterly parallel with the South line of Lot 8 to a point on the East line of Lot 8 which line is also the West side of the alley;

Alley between North Fourth Street and North Prospect Street.

Thence Easterly to a point on the East side of the alley which point is 53 feet Northerly of the Southwest corner of Lot 7 of Block 21 of the Replat;

Thence Northerly along the East side of the alley to the Northwest corner of Lot 6 of Block 21 of the Replat; Thence Easterly along the North line of Lot 6, 33 feet;

Thence Southerly parallel with the East side of the alley, 26 feet; Thence Easterly parallel with North line of Lot 6, 33 feet;

Thence Southerly parallel with the East side of the alley to the Northeast corner of Lot 11 of Block 21 of the Replat;

Thence Southerly along the East line of Lot 11 to a point which is 88 feet North of the North side of East Chicago Road;

Thence Easterly to a point on the West side of North Prospect Street which point is 74.6 feet Northerly of the Southeast corner of Block 21 of the Replat;

North Prospect Street.

Thence Southerly 74.6 feet to the Southeast corner of Block 21 of the Replat;

Northwest corner of the intersection of East Chicago Road and North Prospect Street.

Thence Southwesterly to the intersection of the South side of East Chicago Road and the centerline of a vacated alley between Lot 2 and Lot 3 of Block 43 of the Replat;

Thence Southerly along the centerline of said vacated alley between Lot 2 and Lot 3 to a point on said centerline which point is 9 feet Southerly of the extension of the South line of Lot 5 of Block 43 of the Replat to said centerline;

Thence Westerly parallel to the South line of Lot 5 to a point on the East side of South Fourth Street which point is 9 feet Southerly of the Southwest corner of Lot 5;

South Fourth Street,

Thence Westerly to a point on the West side of South Fourth Street which point is 9.5 feet Northerly of Southeast corner of Lot 6 of Block 42 of the Replat;

Thence Westerly parallel to the South line of Lot 6, 66 feet;

Thence Northerly parallel to the West side of South Fourth Street, 10 feet;

Thence Westerly to a point on the West line of Lot 6 which point is 19.5 feet Northerly of the Southwest corner of Lot 6;

Thence Southerly along the East line of Lot 5 and Lot 8 of Block 42 of the Replat to a point which is 10 feet South of the Northeast corner of Lot 8;

Thence Westerly parallel with the North line of Lot 8 to a point on the East side of South Maple Street which point is 10 feet Southerly of the Northwest corner of Lot 8;

South Maple Street.

Thence Southerly along the East side of South Maple Street to the Southwest corner of Lot 9 of Block 42 of the Replat;

Thence Westerly to a point on the West side of South Maple Street which point is the Southeast corner of Lot 10 of Block 41 of the Replat;

Thence Southerly along the West side of South Maple Street to a point which is 82.5 feet North of the Southeast corner of Lot 11 of Block 41 of the Replat;

Thence Westerly parallel with the South line of Lot 11 of Block 41 of the Replat to a point which is 82.5 feet North of the Southwest corner of Lot 11;

Thence Southerly along the West line of Lot 11 of Block 41 of the Replat to the Southwest corner of Lot 11;

Thence Westerly along the South line of Lot 12 of Block 41 of the Replat to the Southwest corner of Lot 12 on the East side of South Monroe Street;

South Monroe Street.

Thence Northerly along the East side of South Monroe Street to the Northwest corner of Lot 12 of Block 41 of the Replat;
Thence Westerly to a point on the West side of South Monroe Street which point is the Southeast corner of Lot 10 of Block 40 of the Replat;
Thence Westerly along the South line of Lot 10 of Block 40 of the Replat to the Southeast corner of Lot 9 of Block 40 of the Replat;
Thence Southerly along East line of Lot 12 of Block 40 of the Replat, 2.64 feet;
Thence Westerly parallel with North line of Lot 12 of Block 40 of the Replat to a point which is 2.64 feet South of the Northwest corner of Lot 12 on the East side of South Nottawa Street;

South Nottawa Street.

Thence Southwesterly to a point on the West side of South Nottawa Street which point is 38 feet Northerly of the Southeast corner of Lot 10 of Block 39 of the Replat;
Thence Westerly to a point on the West line of Lot 10 of Block 39 of the Replat which point is 52 feet Northerly of the Southwest corner of Lot 10 of block 39 of the Replat;
Thence Southerly along the East line of Lots 10 and 11 (also the West line of Lots 9 and 12) of Block 39 of the Replat to a point which is 12 feet Southly of the Southeast corner of Lot 9 of Block 39 of the Replat;
Thence Westerly parallel to the South line of Lot 9 of Block 39 of the Replat to a point on the East side of Pleasant Street which point is 12 feet Southerly of the Southwest corner of Lot 9 of Block 39 of the Replat;

Pleasant Street.

Thence Northerly along West line of Lots 12 & 9 of Block 39 of the Replat to a point on the East side of Pleasant Street which intersects with the South line of William Street extended;
Thence Westerly along South line of William Street extended to the Northeast corner of Block 38 of the Replat;
Southwest corner of the intersection of Pleasant Street and William Street.
Thence Westerly along the South side of William Street to the Northwest corner of Block 36 of the Replat;
Thence Northerly to a point on the North side of William Street which point is the Southwest corner of Block 35 of the Replat;
Thence Westerly along the North side of William Street to the Southwest corner of Lot 10 of Block 5 of Jacob's Addition (Jacob's Add.) to the Village (now City) of Sturgis, St. Joseph County, Michigan, according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan, in Liber 47 of Deeds, Page 186 (129 feet east of the northeast corner of the intersection William Street and Grove Street).
Thence Northerly along the West line of Lot 10 to the Northwest corner of Lot 10 which is also the Northeast corner of Lot 7 of Jacob's Add.;
Thence Westerly along the North line of Lot 7 to the Northwest corner of Lot 7 on the East side of Grove Street;

Grove Street.

Thence Southwesterly to a point on the West side of Grove Street which point is located 195 feet Northerly from the Northwest corner of the intersection of William Street and Grove Street;
Thence Westerly approximately 120.10 feet to a point on a line which is 120 feet Westerly from and parallel to the West side of Grove Street; said point is 190 feet Northerly from the North side of William Street; Thence Southerly parallel to the West side of Grove Street, 85 feet;
Thence Westerly 135 feet to the Southwest corner of Lot 3 of Block B of Jacob's 1st Addition (Jacob's 1st) to the Village (now City) of Sturgis, St. Joseph County, Michigan. according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan on the East side of Surprise Street;

Surprise Street.

Thence Westerly to a point on the West side of Surprise Street which point is the Northeast corner of Lot 4 of Block A of Jacob's 1st;
Thence Southerly along the West side of Surprise Street to the Southeast Corner of Lot 4; Thence Westerly along the South line of Lot 4 to the Southwest corner of Lot 4;
Thence Northerly to the Northeast corner of Lot 4 of Block 1 of Park Addition (Park Add.) to the Village (now City) of Sturgis, St. Joseph County, Michigan. according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan in Liber 1 of Plats, Page 9;

Thence Westerly along the North side of Lot 4 to the Northwest corner of Lot 4 on the East side of South Orange Street;

South Orange Street.

Thence Westerly to a point on the West side of South Orange Street which point is 5 feet Southerly from the Southeast Corner of Lot 1 of Block 2 of Park Add.;

Thence Westerly parallel to the South side of Lot 1 to a point which is 5 feet Southerly of the Southwest corner of Lot 1;

Thence Northerly to the Southwest corner of Lot 1;

Thence Westerly along the South lines of Lots 2 through 4 of Block 2 of Park Add. to the Southwest corner of Lot 4 on the East side of South Centerville Road;

South Centerville Road.

Thence Northerly along the East side of South Centerville Road to the Northwest corner of Lot 4 on the South side of West Chicago Road;

Southwest corner of the intersection of South Centerville Road and West Chicago Road.

Thence Northerly to the Northeast corner of the intersection of North Centerville Road and West Chicago Road.

Northeast corner of the intersection of North Centerville Road and West Chicago Road.

Thence Easterly along the North side of West Chicago Road to a point on the North side of West Chicago Road which point is on the intersection of the said North side and a line which is parallel to and 47 feet Easterly of the West line of Lot 2 of Block 4 of Jacob's Add.;

Thence northerly parallel to the West line of Lot 2 to the intersection with a line which is parallel to and 50 feet Southerly of the North line of Lot 2;

Thence Easterly parallel with the North line of Lots 1 and 2 of Block 4 of Jacob's Add. To a point on the West side of Jacob Street which point is 50 Southerly from the Northeast corner of Lot 1;

Jacob Street.

Thence Northeasterly to a point on the East side of Jacob Street which point is the Northwest corner of Lot 13 of Block 1 of Jacob's Add.;

Thence Northerly along the East side of Jacob Street to the Northwest corner of Lot 7 of Block 1 of Jacob's Add.;

Thence Easterly along the North line of Lot 7 and the South line of Lot 6 of Block 1 of Jacob's Add. To the Southeast corner of Lot 6 of Block 1 of Jacob's Add. On the West side of the railroad right-of-way;

Railroad right-of-way

Thence Southerly along the West side of the railroad right-of-way to a point on the West line of the railroad right-of-way which point is 90 feet Northerly from the North side of West Chicago Road;

Thence Northeasterly to a point which is the Northwest corner of Lot 15 of Block 28 of the Replat;

Thence Easterly along the North line of Lots 15 and 16 to the Northeast corner of Lot 16 on the West side of North Jefferson Street;

North Jefferson Street.

Thence Easterly to a point on the East side of North Jefferson Street which point is the Southwest corner of Lot 3 of Block 31 of the Replat;

Thence Northerly along the East side of North Jefferson Street to a point on the North line of John Street which point is the Southwest Corner of Block 27 of the Replat;

Northeast corner of the intersection of North Jefferson Street and John Street.

Thence Easterly along the North side of John Street to the Southeast corner of Block 27;

Northwest corner of the intersection of John Street and North Clay Street.

Thence Northerly along the west side of North Clay Street to the Northeast corner of Block 27;

Southwest corner of the intersection of North Clay Street and West West Street.

Thence Easterly to the Point of Beginning at the northwest corner of Block 26 of the Replat.

5. Existing Improvements in the Development Area to be Demolished, Repaired or Altered and Time Required for Completion.

The proposed development program for the Development Area proposes the integration of public and private improvements. The overall project descriptions and schedule of phasing for projects in the Development Plan have been delineated in the next section by their respective location within the Development Area.

6. The Location, Extent, Character, and Estimated Cost of Improvements including Rehabilitation for the Development Area and an Estimate of Time Required for Completion.

The Sturgis DDA board has identified the following projects and programs for implementation:

- (1) Data Gathering - Conduct or contract for data on the downtown, its businesses, patrons, etc. Data to include but not be limited to demographics, stakeholder attitudes, business metrics, and the like. Methods may include surveys, subscriptions to third-party databases/resources, etc. Information to be used for marketing, business recruitment/retention, and planning purposes.
- (2) Marketing Plan - Contract with professionals to develop and/or implement a marketing plan for Downtown Sturgis, with the goal of effectively promoting the downtown to customers inside and outside of the Sturgis area. To be conducted every 5-10 years.
- (3) Downtown Marketing Materials - Fund creation of marketing materials to promote the downtown area as a whole, including but not limited to brochures, maps, posters, billboards, and advertisements.
- (4) Website and Online Presence - Development, maintenance, and enhancement of the Sturgis DDA website and other online avenues.
- (5) Downtown Events - Maintain, grow, and market annual downtown events throughout the year. This includes the cost of staffing a Downtown Events Coordinator or similar position, as well as costs to operate and market events.
- (6) Downtown Façade Program - Re-establish and fund a grant/rebate program for private property owners who undertake and complete façade restoration in the DDA district.
- (7) Development Assistance - Provide financial assistance for the construction and expansion of or improvements to, public and private buildings.
- (8) Development of Public Amenities - Develop or support the development of public amenities in the DDA district such as:
 - a. - Public Restrooms
 - b. - Pavilions/Farmer's Market Infrastructure
 - c. - Power Pedestals, Water Hookups, and other Food Truck Infrastructure
 - d. - Art Installations
 - e. - Electric Vehicle Charging Stations
 - f. - Entertainment Facilities/Infrastructure

- g. - Trail Heads and Associated Equipment
 - h. - Other Place-Making Amenities
- (9) Streetscapes - Support installation of streetscape elements throughout the downtown. This will include sidewalks, lighting, street trees, plantings, furniture, wayfinding signage, and roadway improvements.
 - (10) Downtown Maintenance - Support City of Sturgis departments in efforts to maintain, repair, or replace assets and landscaping in the DDA District. Includes but is not limited to sprinkler systems, electrical outlets, light poles, street signs, etc.
 - (11) Downtown Parking - Provide funding assistance for the maintenance, reconstruction, repair, improvement, and expansion of public parking lots throughout the DDA District. This includes both ongoing maintenance such as snowplowing and crack sealing as well as major projects. Installation of sidewalks behind commercial buildings would be eligible to be included in projects.
 - (12) Downtown Infrastructure - Provide for utility improvements in the DDA District including
 - a. - Wireless and Fiber Optic Networks
 - b. - Enhancement and Placement of Electric Utilities Underground
 - c. - Enhancement of Water, Sewer, and Stormwater Utilities
 - (13) 101 W. Chicago Rd. Building - Provide for necessary assistance to maintain and improve 101 W. Chicago Rd. (Open Door Gallery Building). Includes but is not limited to installation of an elevator, fire suppression system, and building improvements to the 2nd and 3rd floors.
 - (14) Business Development and Redevelopment Funding - Establish or support grant resources and other funding to assist downtown businesses and building owners looking to locate, expand, or rehabilitate business/building. This can include pre-development funding, creation, or funding of a business retail incubator, or other assistance as allowed by Act 57 and identified in this Plan.
 - (15) Targeted Business Development - Utilize funds to develop campaigns to attract, recruit, or redevelop targeted business segments and/or buildings. Targets for assistance could be attracting a desired business type such as a brewery or redeveloping a particular vacant property such as the Arkwright's property. Funds could include advertisements, marketing pieces, or professional services.
 - (16) Strategic Acquisition - Utilize funds for strategic acquisition and/or renovation of vacant or underutilized buildings in the downtown area.

Table 2
Estimated Cost and Phasing of Improvements

Projects And Programs	Budget Estimate	Frequency	Near-Term 1-5 Yrs	Mid-Term 6-10 Yrs	Long-Term 10+ Yrs
1. Data Gathering	\$5,000	Every 2-3 Years	X	X	X
2. Market Plan	\$10,000	Every 10 Years	X	X	x
3. Downtown Marketing Materials	\$5,000	Annual	X	X	X
4. Website And Online Presence	\$1,500	Annual	X	X	X
5. Downtown Events	\$35,000	Annual	X	X	X
6. Downtown Façade Program	\$15,500	Opportunity Driven	X	X	X
7. Development Of Public Amenities	\$205,000	Opportunity Driven	X	X	X
8. Streetscapes	\$100,000	Opportunity Driven	X	X	X
9. Downtown Maintenance	\$30,000	Annual	X	X	X
10. Downtown Parking	\$2,500,000	Once	X		
11. Downtown Infrastructure	\$500,000	Opportunity Driven	X	X	X
12. 101 W. Chicago Rd Building	\$250,000	Opportunity Driven	X	X	X
13. Business Development and Redevelopment Funding	\$1,000,000	Opportunity Driven	X	X	X
14. Targeted Business Development	\$15,000	Opportunity Driven	X	X	X
15. Strategic Acquisition	\$500,000	Opportunity Driven	X	X	X

7. A Statement of the Construction or Stages of Construction Planned, and the Estimated Time of Completion

The time schedule for construction of the public improvement program for projects enumerated in the Development Plan are outlined in the preceding section.

8. Parts of the Development Area to be Left as Open Space and Contemplated Use.

Concerning the public improvements outlined, open space within that portion of the Development Area covered by the Development Plan will be confined to rights-of-way, pedestrian walks, streetscapes and public parks.

9. Portions of the Development Area which the Authority Desires to Sell, Donate, Exchange or Lease to or from the Municipality and the Proposed Terms.

Currently, there are no properties that the DDA owns that it desires to sell, donate, exchange or lease to or from the City of Sturgis.

10. Desired Zoning Changes and Changes in Streets, Street Levels, Intersections and Utilities.

The Development Plan proposes no zoning changes within the Development Area. The current zoning of commercial, office and residential accommodates existing and future land uses in the subject area. The DDA will continue to work with the City to refine zoning regulations over the course of the plan to support best practices and business development as deemed appropriate. However no zoning changes are contemplated at this time.

11. An Estimate of the Cost of the Development, Proposed Method of Financing and Ability of the Authority to Arrange the Financing.

Financing for the public improvement projects outlined in Section 6 would be provided through funds generated by the Tax Increment Financing Plan induced by annual increases in property valuations from natural growth and new construction within the development area. Further, the DDA may request the City to sponsor bonds, provide loans from other City funds, or provide subordinate loan collateral using the proceeds of the tax increment revenues as debt service payments to finance the improvements. In addition, funds may be sought from special assessment districts ("SAD's"), grants through the Michigan Natural Resources Trust Fund, Michigan Economic Development Corporation ("MEDC"), Michigan State Housing Development Authority ("MSHDA"), Michigan Department of Transportation or other state or federal agencies as opportunities arise.

12. Designation of Person or Persons, Natural or Corporate, to whom all or a portion of the Development is to be Leased, Sold, or Conveyed in any manner and for whose benefit the Project is being undertaken if that information is available to the Authority.

The public improvements undertaken in the Development Plan will remain in public ownership for the public benefit. The DDA intends to convey DDA owned property located at 108 W. Chicago St. to GT Housing, LLC to facilitate the development of a new mixed-use development that will encompass 108, 112 & 114 W. Chicago St.

13. The Procedures for Bidding the Leasing, Purchasing or Conveying of all or a portion of the Development upon its completion, if there is no expressed or implied Agreement between the Authority and Persons, Natural or Corporate, that all or a portion of the Development will be Leased, Sold, or Conveyed to those Persons.

All land acquisitions by the DDA, if any, would be done by mutual agreement between the seller and the DDA as property becomes available.

The DDA intends to convey DDA owned property located at 108 W. Chicago St. to GT Housing, LLC to facilitate the development of a new mixed-use development that will encompass 108, 112 & 114 W. Chicago St. The conveyance of 108 W. Chicago St and any sale, lease or exchange of future properties by the DDA will be conducted pursuant to requirements specified in Act 57 of 2018, as amended, with the consent of the City Commission. If needed, more detailed procedures will be developed before the transactions are executed, according to applicable City policy and Michigan state law.

14. Estimate of the Number of Persons residing in the development area and the Number of Families and Individuals to be Displaced.

There are a total of 96 dwelling units in the DDA boundary. It is estimated that there is an average of 1.5 individuals per dwelling unit, therefore, the estimated population living within the DDA district is 144 individuals. This plan amendment does not contemplate acquisition of any parcels that would cause the relocation of residents.

15. A Plan for Establishing Priority for the Relocation of Persons Displaced by the Development in any New Housing in the Development Area.

There is no plan to condemn property in conjunction with the Amended and Restated Development Plan. As a result, this section is not applicable.

16. Provision for the Costs of Relocating Persons Displaced by the Development, and Financial Assistance and Reimbursement of Expenses, including Litigation expenses and expenses incidental to the Transfer of Title in accordance with the Standards and Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

There is no plan to condemn property in conjunction with the Amended and Restated Development Plan. As a result, this section is not applicable.

17. A plan for compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Act 227 of the Public Acts of 1972.

There is no plan to condemn property in conjunction with the Amended and Restated Development Plan. As a result, this section is not applicable.

STURGIS DDA TAX INCREMENT FINANCING PLAN

1. Definitions as Used in This plan.

- a. "Captured assessed value" means the amount in any 1 year by which the current assessed value of the project area, including the assessed value of property for which specific local taxes are paid in lieu of property taxes as determined in subdivision (aa), exceeds the initial assessed value. The state tax commission shall prescribe the method for calculating captured assessed value.
- b. "Initial assessed value" means the assessed value, as equalized, of all the taxable property within the boundaries of the development area at the time the ordinance establishing the tax increment financing plan is approved, as shown by the most recent assessment roll of the municipality for which equalization has been completed at the time the resolution is adopted. Property exempt from taxation at the time of the determination of the initial assessed value shall be included as zero. For the purpose of determining initial assessed value, property for which a specific local tax is paid in lieu of a property tax shall not be considered to be property that is exempt from taxation. The initial assessed value of property for which a specific local tax was paid in lieu of a property tax shall be determined as provided in subdivision (aa). In the case of a municipality having a population of less than 35,000 that established an authority prior to 1985, created a district or districts, and approved a development plan or tax increment financing plan or amendments to a plan, and which plan or tax increment financing plan or amendments to a plan, and which plan expired by its terms December 31, 1991, the initial assessed value for the purpose of any plan or plan amendment adopted as an extension of the expired plan shall be determined as if the plan had not expired December 31, 1991. For a development area designated before 1997 in which a renaissance zone has subsequently been designated pursuant to the Michigan renaissance zone act, 1996 PA 376, MCL 125.2681 to 125.2696, the initial assessed value of the development area otherwise determined under this subdivision shall be reduced by the amount by which the current assessed value of the development area was reduced in 1997 due to the exemption of property under section 7ff of the general property tax act, 1893 PA 206, MCL 211.7ff, but in no case shall the initial assessed value be less than zero.
- c. "Specific local tax" means a tax levied under 1974 PA 198, MCL 207.551 to 207.572, the commercial redevelopment act, 1978 PA 255, MCL 207.651 to 207.668, the technology park development act, 1984 PA 385, MCL 207.701 to 207.718, and 1953 PA 189, MCL 211.181 to 211.182. The initial assessed value or current assessed value of property subject to a specific local tax shall be the quotient of the specific local tax paid divided by the ad valorem millage rate. However, after 1993, the state tax commission shall prescribe the method for calculating the initial assessed value and current assessed value of property for which a specific local tax was paid in lieu of a property tax.
- d. "Tax increment revenues" means the amount of ad valorem property taxes and specific local taxes attributable to the application of the levy of all taxing jurisdictions upon the captured assessed value of real and personal property in the development area, subject to the following requirements:

- (i) Tax increment revenues include ad valorem property taxes and specific local taxes attributable to the application of the levy of all taxing jurisdictions other than the state pursuant to the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, and local or intermediate school districts upon the captured assessed value of real and personal property in the development area for any purpose authorized by this part.
- (ii) Tax increment revenues include ad valorem property taxes and specific local taxes attributable to the application of the levy of the state pursuant to the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, and local or intermediate school districts upon the captured assessed value of real and personal property in the development area in an amount equal to the amount necessary, without regard to subparagraph (i), to repay eligible advances, eligible obligations, and other protected obligations.
- (iii) Tax increment revenues do not include any of the following:
 - A. Ad valorem property taxes attributable either to a portion of the captured assessed value shared with taxing jurisdictions within the jurisdictional area of the authority or to a portion of value of property that may be excluded from captured assessed value or specific local taxes attributable to such ad valorem property taxes.
 - B. Ad valorem property taxes excluded by the tax increment financing plan of the authority from the determination of the amount of tax increment revenues to be transmitted to the authority or specific local taxes attributable to such ad valorem property taxes.
 - C. Ad valorem property taxes exempted from capture under section 203(3) or specific local taxes attributable to such ad valorem property taxes.
 - D. Ad valorem property taxes levied under 1 or more of the following or specific local taxes attributable to those ad valorem property taxes:
 - (i) The zoological authorities act, 2008 PA 49, MCL 123.1161 to 123.1183.
 - (ii) The art institute authorities act, 2010 PA 296, MCL 123.1201 to 123.1229.
 - (iii) Except as otherwise provided in section 203(3), ad valorem property taxes or specific local taxes attributable to those ad valorem property taxes levied for a separate millage for public library purposes approved by the electors after December 31, 2016.
 - (iv) The amount of tax increment revenues authorized to be included under subparagraph (ii) or (v), and required to be transmitted to the authority under section 214(1), from ad valorem property taxes and specific local taxes attributable to the application of the levy of the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, a local school district or an intermediate school district upon the captured assessed value of real

and personal property in a development area shall be determined separately for the levy by the state, each school district, and each intermediate school district as the product of sub-subparagraphs (A) and (B):

- A. The percentage that the total ad valorem taxes and specific local taxes available for distribution by law to the state, local school district, or intermediate school district, respectively, bears to the aggregate amount of ad valorem millage taxes and specific taxes available for distribution by law to the state, each local school district, and each intermediate school district.
- B. The maximum amount of ad valorem property taxes and specific local taxes considered tax increment revenues under subparagraph (ii) or (v).

(v) Tax increment revenues include ad valorem property taxes and specific local taxes, in an annual amount and for each year approved by the state treasurer, attributable to the levy by this state under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906, and by local or intermediate school districts, upon the captured assessed value of real and personal property in the development area of an authority established in a city with a population of 600,000 or more to pay for, or reimburse an advance for, not more than \$8,000,000.00 for the demolition of buildings or structures on public or privately owned property within a development area that commences in 2005, or to pay the annual principal of or interest on an obligation, the terms of which are approved by the state treasurer, issued by an authority, or by a city on behalf of an authority, to pay not more than \$8,000,000.00 of the costs to demolish buildings or structures on public or privately owned property within a development area that commences in 2005.

(vi) Tax increment revenues include ad valorem property taxes and specific local taxes attributable to the levy by this state under the state education tax act, 1993 PA 331, MCL 211.201 to 211.906, and by local or intermediate school districts which were levied on or after July 1, 2010, upon the captured assessed value of real and personal property in the development area of an authority established in a city with a population of 600,000 or more to pay for, or reimburse an advance for, costs associated with the land acquisition, preliminary site work, and construction of a catalyst development project.

2. Purpose of the Tax Increment Financing Plan

The City of Sturgis Downtown Development District was established because the downtown area experienced notable property value deterioration. In order to halt property tax value deterioration, increase property tax valuations and facilitate the overall economic growth of its business district, it is

deemed to be beneficial and necessary to create and provide for the operation of a DDA in the City under the provisions of Act 57.

The Authority has determined that the extension or amended and restated tax increment financing plan is necessary for the achievement of the purposes of the Act, and it is authorized to prepare and submit said plan to the governing body. The Tax Increment Financing Plan (the "Plan"), set forth herein includes the Development Plan, a detailed explanation of the tax increment procedure, the maximum amount of bonded indebtedness to be incurred, the duration of the program, the impact of tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located and a statement of the portion of the captured assessed value to be used by the Authority.

3. Explanation of the Tax Increment Procedure

The theory of tax increment financing holds that investment in necessary capital improvements in a designated area within a municipality will result in greater property tax revenues from that area than would otherwise occur if no special development were undertaken. This section is intended to explain the tax increment procedure.

- a. In order to provide a DDA with the means of financing development proposals, Act 57 affords the opportunity to undertake tax increment financing of development programs. These programs must be identified in a tax increment financing plan, which has been approved by the governing body of a municipality. Tax increment financing permits the Authority to capture incremental tax revenues attributable to increases in value of real and personal property located within an approved development area. The increases in property value may be attributable to new construction, rehabilitation, remodeling, alterations, additions, or any other factors that cause growth in value.
- b. At the time the resolution or ordinance establishing a tax increment financing plan is adopted, the sum of the most recently taxable values, as equalized, of those taxable properties located within the development area is established as the "Initial Taxable Value" (the "ITV"). Property exempt from taxation at the time of determination of the ITV is included as zero. In each subsequent year, the total real and personal property within the district, including abated property on separate rolls, is established as the "Current Taxable Value."
- c. The amount by which the total taxable value exceeds the ITV is the Captured Taxable Value (the "CTV"). During the period in which a tax increment financing plan is in effect, local taxing jurisdictions continue to receive ad valorem taxes based on the ITV. Property taxes paid on a predetermined portion of the CTV in years subsequent to the adoption of the tax increment financing plan, however, are payable to an authority for the purposes established in the tax increment financing plan.

4. Taxing Jurisdiction Agreements

Tax increment revenues for the DDA result from the application of the general tax rates of the incorporated municipalities and all other political subdivisions which levy taxes in the development area to the CTV. Since the Plan may provide for the use of all or part of the captured tax increment revenue, the DDA may enter into agreements with any of the taxing units to share a portion of the revenue of the

District. Should the Authority find it necessary to use all of the captured revenue, it shall be clearly stated in this plan.

The Authority intends to utilize all captured revenue as referenced in Table 4, from the District until the project addressed in the Development Plan are completed and until and bonded indebtedness is paid. Currently, the DDA has not entered into any taxing jurisdiction agreements, however in the future the Authority may enter into agreements with the Sturgis Brownfield Redevelopment Authority to help facilitate redevelopment of Brownfield Eligible Property in the DDA District.

5. Property Valuations

The property valuation on which tax increment revenues will be captured is the difference between the Initial Taxable Valuation and the Current Taxable Valuation. The purpose of this section is to set forth the Initial Taxable Valuation, the projected Captured Taxable Valuation and the anticipated incremental revenues to be received by the Authority from the local taxing jurisdictions including the City of Sturgis, St. Joseph County, the Sturgis Public Library and any other authorities or special tax districts that may be eligible to levy property taxes within the boundaries of the DDA, herein collectively referred to as the “Local Taxing Jurisdictions.”

- a) The Initial Taxable Valuation is established based on the 1989 state equalized valuations on real and personal property and on all non-exempt parcels within that portion of the Development Area as on December 31, 1988, finalized in May 1989 and December 31, 2001 finalized in May 2002. The Initial Taxable Valuation of the Authority for the original 1989 District and the expanded 2002 district are outlined below:

Base Taxable Real and Personal Property Valuations

City of Sturgis “DDA TIF”	1989 Taxable (12-31-1988)	2002 Taxable (12-31-2001)
Base Taxable Valuation	\$4,562,528	\$1,762,888

- b) The anticipated Captured Assessed Value is equivalent to the annual total assessed value within the Development Area boundaries less the Initial Assessed Value as described above. The tax increment revenues are then the product of all millages levied by all taxing units in the Development Area on the CAV. The CAV is projected based on a number of factors including historical growth patterns, recent construction trends, economic indicators and the impact of certain development projects anticipated to be undertaken by the DDA. An annual inflationary growth rate of 2.5% is assumed within the projections contained within this plan.

A more detailed depiction of the Captured Taxable Valuations can be found in Table 3.

- c) The Authority will receive that portion of the tax levy of all taxing jurisdictions paid each year on the Captured Assessed Value of the eligible property included in the Development Area. The Authority may use the revenues for any legal purpose as is established under the Act including the payment of principal and interest on bonds.

The Treasurer will collect the general property taxes from property owners in the DDA. After taxes are collected, the Treasurer will deduct that portion of the total tax revenues that is derived from captured assessed value of the DDA and distribute them to the DDA to use for purposes outlined in the development plan. A review of the 2021 millage rates for all Local Taxing Jurisdictions in the DDA is set forth in Section 8 below (referenced in Table 3).

6. Maximum Indebtedness

A description of the various projects and the actual amounts expected to be financed are as set forth in Section 6 of the Development Plan. Revenues captured will be used to accomplish projects in the Development Area. It is not anticipated that the DDA will incur bonded indebtedness related to this plan.

7. Use of Captured Revenues

Revenues captured through the Tax Increment Plan will be used to finance those improvements and projects outlined in Table 1 and Table 2 of the Development Plan in accordance with procedures specified in the Plan. Further, captured revenues can be used for the following

- Finance current financial obligations of the DDA;
- Maintenance of streetscape, public parking lots, parks, and pedestrian plazas;
- Costs incurred by the City/DDA in implementing both the Development Plan and the Tax Increment Financing Plan;
- DDA administrative staff and associated office expenses;
- Reimbursement to the City of Sturgis Brownfield Redevelopment Authority for eligible activities associated with the redevelopment of eligible property within the DDA Development Area;
- Marketing, promotions and events costs;
- Special purpose grant and loan programs;
- Costs associated with the administration and operation of the Development and Tax Increment Plan and its associated projects and programs;
- Payments to reimburse private parties for eligible expenses incurred to install public facilities related to the construction of a building or redevelopment project.

In addition, the Development Plan encourages the use of Tax Increment Financing Plan revenues to support public improvements associated with private redevelopment and new development projects. Table 7 enumerates the forecasted “uses” of the tax increment revenues and the amount available for capital projects.

8. Duration of the Program

The Development Plan and Tax Increment Financing Plan shall extend through June 30, 2047 or the completion of the projects described in the Development Plan, whichever is earlier.

Table 4		
Anticipated Millage To Be Captured		
Local Unit of Government		
City of Sturgis		10.4623
Sturgis Library		1.0950
St. Joseph County		4.5630
St. Joseph County – Other Millages		3.3212
<i>911</i>	<i>.9974</i>	
<i>Commission on Aging</i>	<i>.7480</i>	
<i>Road Maintenance</i>	<i>.9974</i>	
<i>Transportation Authority</i>	<i>.3291</i>	
<i>Parks</i>	<i>.2493</i>	
Glen Oaks Community College		2.7186
Total Millage Capture		25.1496

9. Plan Impact on Local Taxing Jurisdictions

The Authority recognizes that future development in the City’s business district will not be likely in the absence of tax increment financing. The Authority also recognizes that enhancement of the value of nearby property will indirectly benefit all local governmental units included in this plan. It is expected that the effected local taxing jurisdictions will not experience a gain in property tax revenues from the Development Area during the duration of the plan and should realize increased property tax revenues thereafter as a result of activities financed by the plan. Further, tax increment revenues captured from this plan will not be used to offset normal City operations.

10. Release of Captured Revenues

When the Development and Financing Plans have been accomplished, the excess captured revenue is released, and the local taxing jurisdictions receive all the taxes levied on it from that point on.

11. Assumptions of the Tax Increment Financing Plan

The following assumptions were considered in the formulation of the Tax Increment Financing Plan for the Sturgis Downtown Development Authority

- A. Property valuations are assumed to increase at a rate of 2.5% per year.
- B. Costs provided for the various DDA projects and programs enumerated in Table 2 are estimated costs in 2010 dollars. Final costs are determined after final design and the acceptance of bids at the time of construction. The effects of inflation may also have an undetermined amount of influence on these cost figures.

12. Operating Agreement Between Downtown Development Authority and Local Unit of Government Regarding Use of Tax Increment Revenues

The Downtown Development Authority will not spend any funds outside of those annually approved through the budget process and shall not commit to any loans, leases, or purchases without sufficient evidence of an adequate revenue source to support the proposal.

13. Relationship of the Tax Increment Financing Plan with Other Funding Programs

As discussed in the Development Plan, the revitalization of the downtown business district will include tax increment financing and other forms of intergovernmental financing such as grants, special assessments, and loans. It is strongly recommended that tax increment financing revenues be used to leverage public funds and private financing in order to implement the planned program.

14. Relationship to Community Master Plan

The Development Plan indicates the need to revitalize the business areas of the community, which is an integral component of the community's redevelopment program and master plan. If it is determined that any portions of the Master Plan conflict with the provisions of the Downtown Development Plan, then the Development Plan shall be adopted as a component of the Master Plan pursuant to Section 39 of Act 33 of 2008; the Michigan Planning Enabling Act.

15. Submission of an Annual Report to Governing Body and State Tax Commission

Annually, the Authority shall submit to the City of Sturgis, the governing body of each taxing unit levying taxes subject to capture by the Authority, and the State Tax Commission a report on the status of the tax increment financing account. The report shall include those items enumerated in Section 911 of Act 57 of 2018 (MCL 125.4911). Further, the report shall be published in a newspaper of general circulation.

EXHIBITS and ADOPTION DOCUMENTATION

- Ordinance Establishing the Downtown Development Authority
- DDA Resolution Adopting Plan and Requesting City Commission to Hold a Public Hearing
- Notice of Public Hearing
- Locations of Public Hearing Posters
- List of Tax Jurisdictions Receiving Copy of the Plan
- City Commission Regular Meeting Minutes xx-xx-2022
- City of Sturgis Ordinance No. XX Approving the Amended and Restated Development Plan and Tax Increment Financing Plan
- Property Owner Listing

APPROVAL OF DOWNTOWN DEVELOPMENT AUTHORITY
DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN

THE CITY OF STURGIS ORDAINS:

Sec. 1: Findings of Fact with Respect to Downtown
Development Authority Development Plan and Tax Increment
Financing Plan:

A. By Ordinance passed February 8, 1982, and pursuant to Act 197 of the Public Acts of Michigan of 1975 (hereafter referred to as the "Act"), a Downtown Development Authority has been created in the City of Sturgis, and a downtown District has been established, and that such Downtown Development Authority is now functioning pursuant to the Act.

B. Pursuant to Sections 14, 15 and 17 of the Act, the said Downtown Development Authority has submitted to the City Commission for the City of Sturgis, for approval pursuant to Section 19 of the Act, a development plan and a tax increment financing plan, each dated April 26, 1989, and there has been compliance with the provisions of the Act regarding notices and public hearings.

C. The City Commission of the City of Sturgis finds and determines that the said development plan and the said tax increment financing plan constitute a public purpose.

D. The City Commission of the City of Sturgis further finds and determines that:

1. Fewer than 100 persons reside in the proposed development area, and therefore, the formation of a development area citizens council is not required.
2. The said development plan meets the requirements set forth in Section 17(2) of the Act with respect to the information required to be contained therein.
3. The proposed method of financing the development is feasible and the said Downtown Development Authority has the ability to arrange the financing.
4. The development is necessary to carry out the purposes of the Act.
5. The land included within the development area to be acquired is reasonably necessary to carry out the purposes of the plan and of the Act in an efficient and economically satisfactory manner.
6. The development plan is in reasonable accord with the master plan of the City of Sturgis.
7. Public services, including fire and police protection and utilities, are or will be adequate to service the project area.
8. Any required changes in zoning, streets, street levels, intersections and utilities are reasonably necessary for the project and for the City of Sturgis.

Sec. 2: Approval of Downtown Development Authority
Development Plan: The said development plan submitted by the said Downtown Development Authority, dated April 26, 1989, is hereby approved for a period of time to continue until June 14, 1995.

Sec. 3: Approval of Downtown Development Authority Tax
Increment Financing Plan: The said tax increment financing plan submitted by the said Downtown Development Authority, dated April 26, 1989, is hereby approved for a period of time to continue until June 14, 1995, and the said tax increment financing plan shall be administered as provided

Mayor Easterday extended congratulations to the citizens and police officers on the staff and to Deputy Koehl and Trooper Martin and welcomed the three new officers and the animal control officer to the City staff.

21 Moved by Comm. McCarthy and supported by Comm. Clarren that this be considered the final reading to rezone the property on W. Hatch Street between the Hop-In Store and the MESC office from R-4 (Apartment) to B-H (Business Highway).

DESCRIPTION: Com N Ln W Hatch St & W Ln N Nottawa
St Th S 77D 53M 19S W 496.41 Ft Th N
OD 46M 36S E 95.3 Ft Th N 77D 37M 28S
E 495.92 Ft Th S 100.25 Ft to POB.
excluding the Easterly 150 Ft. Unplatted.
City of Sturgis.

Effective: July 11, 1989

Voting yea: Seven

Voting nay: None

Absent: Kitson

Motion carried

9 Request for property condemnation was tabled.

16 Moved by Comm. Holsinger and supported by Comm. McCarthy that this be considered the final reading of the DDA Tax Increment Financing Ordinance as amended in Sections 2 and 3.

ORDINANCE NO. 94

APPROVAL OF DOWNTOWN DEVELOPMENT AUTHORITY
DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN

THE CITY OF STURGIS ORDAINS:

Sec. 1: Findings of Fact with Respect to Downtown
Development Authority Development Plan and Tax Increment
Financing Plan:

- A. By Ordinance passed February 8, 1982, and pursuant to Act 197 of the Public Acts of Michigan of 1975 (hereafter referred to as the "Act"), a Downtown Development Authority has been created in the City of Sturgis, and a downtown district has been established, and that such Downtown Development Authority is now functioning pursuant to the Act.
- B. Pursuant to Sections 14, 15 and 17 of the Act, the said Downtown Development Authority has submitted to the City Commission for the City of Sturgis, for approval pursuant to Section 19 of the Act, a development plan and a tax increment financing plan, each dated April 26, 1989, and there has been compliance with the provisions of the Act regarding notices and public hearings.
- C. The City Commission of the City of Sturgis finds and determines that the said development plan and the said tax increment financing plan constitute a public purpose.
- D. The City Commission of the City of Sturgis further finds and determines that:

1. Fewer than 100 persons reside in the proposed development area, and therefore, the formation of a development area citizens council is not required.
2. The said development plan meets the requirements set forth in Section 17(2) of the Act with respect to the information required to be contained therein.
3. The proposed method of financing the development is feasible and the said Downtown Development Authority has the ability to arrange the financing.
4. The development is necessary to carry out the purposes of the Act.
5. The land included within the development area to be acquired is reasonably necessary to carry out the purposes of the plan and of the Act in an efficient and economically satisfactory manner.
6. The development plan is in reasonable accord with the master plan of the City of Sturgis.
7. Public services, including fire and police protection and utilities, are or will be adequate to service the project area.
8. Any required changes in zoning, streets, street levels, intersections and utilities are reasonably necessary for the project and for the City of Sturgis.

Sec. 2: Approval of Downtown Development Authority Development Plan: The said development plan submitted by the said Downtown Development Authority, dated April 26, 1989, is hereby approved for a period of time to continue until June 14, 1995.

Sec. 3: Approval of Downtown Development Authority Tax Increment Financing Plan: The said tax increment financing plan submitted by the said Downtown Development Authority, dated April 26, 1989, is hereby approved for a period of time to continue until June 14, 1995, and the said tax increment financing plan shall be administered as provided in the Act.

Sec. 4: Effective Date: This Ordinance shall take effect on July 15, 1989.

Voting yea: Seven Voting nay: None
 Absent: Kitson Motion carried

Moved by Comm. McCarthy and supported by Comm. Sutter that the Inter-Service Club Council be permitted to hold a fireworks display at the Sturgis High School Athletic Field, July 3, 1989 (raindate July 7, 1989) subject to proof of appropriate insurance. 23

Voting yea: Seven Voting nay: None
 Absent: Kitson Motion carried

First reading to amend City Code on Building Board of Appeals members was tabled. 21

Moved by Comm. Clarren and supported by Comm. Weideman to amend the personnel rules on mileage reimbursement rate from \$0.20 per mile to \$0.24 per mile. 10
 Voting yea: Seven Voting nay: None

AMENDMENT TO PART II – CHAPTER 22 – ARTICLE II – DOWNTOWN DEVELOPMENT
OF THE ORDINANCES
OF THE CITY OF STURGIS

An ordinance to amend Part II – Chapter 22 – Article II – Downtown Development of the Ordinances of the City of Sturgis pertaining to approval of an amendment to the Downtown Development Authority development plan and tax increment financing plan and to provide for an effective date of this Ordinance.

WHEREAS, the City of Sturgis has determined that it is in the best interest of the residents of the City to extend the effective periods of the Downtown Development Authority development plan and tax increment financing plan until June 30, 2035 and to provide for an effective date of this Ordinance:

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan, ordains:
Part II – Chapter 22 – Article II – Downtown Development is hereby amended to read as follows effective upon approval:

Sec. 22-34. Approval of development plan and tax increment financing plan.

(a) Pursuant to sections 14, 15 and 17 of Public Act No. 197 of 1975 (MCL 125.1664, 125.1665, 125.1667), the downtown development authority has submitted to the city commission for approval pursuant to section 19 of Public Act No. 197 of 1975 (MCL 125.1669), a development plan and a tax increment financing plan, each dated April 26, 1989, and amended May 11, 1994 and April 22, 2010, and there has been compliance with the provisions of such act regarding notices and public hearings.

(b) The city commission finds and determines that the development plan, as amended, and the tax increment financing plan as amended, constitute a public purpose.

(c) The city commission further finds and determines that:

(1) Fewer than 100 persons reside in the proposed development area, and therefore, the formation of a development area citizens council is not required.

(2) The development plan meets the requirements set forth in section 17(2) of Public Act No. 197 of 1975 (MCL 5.3010(17)) with respect to the information required to be contained therein.

(3) The proposed method of financing the development is feasible and the downtown development authority has the ability to arrange the financing.

(4) The development is necessary to carry out the purposes of Public Act No. 197 of 1975 (MCL 125.1651 et seq.).

(5) The land included within the development area to be acquired is reasonably necessary to carry out the purposes of the plan and of Public Act No. 197 of 1975 (MCL 125.1651 et seq.) in an efficient and economically satisfactory manner.

(6) The development plan is in reasonable accord with the master plan of the city.

(7) Public services, including fire and police protection and utilities, are or will be adequate to service and project area.

(8) Any required changes in zoning, streets, street levels, intersections and utilities are reasonably necessary for the project and for the city.

(d) The development plan as amended, submitted by the downtown development authority, dated April 26, 1989, is hereby approved for a period of time to continue until June 30, 2035.

(e) The tax increment financing plan as amended, submitted by the downtown development authority, dated April 26, 1989, is hereby approved for a period of time to continue until June 30, 2035, and the tax increment financing plan shall be administered as provided in Public Act No. 197 of 1975 (MCL 125.1651 et seq.).
(Code 1969, § 31.96--31.98)

PIN	Name	Property Street Address
052 330 009 00	DELGADO ALEJANDRO	211 JACOB ST
052 330 010 00	AUTOZONE INC	485 W CHICAGO RD
052 330 054 00	ADMIRAL REAL ESTATE I LLC	501 W CHICAGO RD
052 330 058 00	NORFALK PROPERTIES LLC	410 W CHICAGO RD
052 330 058 10	NORFALK PROPERTIES	407 WILLIAM ST
052 330 059 00	NORFALK PROPERTIES LLC	412 W CHICAGO RD
052 330 060 00	NORFALK PROPERTIES LLC	414 W CHICAGO RD
052 330 061 00	NORFALK PROPERTIES LLC	416 W CHICAGO RD
052 330 062 00	JOURDAN PHILIP N JR	418 W CHICAGO RD
052 365 001 00	REALTY INCOME CORPORATION	602 W CHICAGO RD
052 510 002 00	STURGIS HOUSING DEV CORP	606 W CHICAGO RD
052 510 013 00	700 WEST CHICAGO LLC	700 W CHICAGO RD
052 510 014 00	MARUTI NAMAH INC	704 W CHICAGO RD
052 670 003 01	SALVATION ARMY (THE)	406 E CHICAGO RD
052 040 132 00	STURGIS PUBLIC SCHOOLS	107 W WEST ST
052 040 139 00	CITY OF STURGIS	201 N NOTTAWA ST
052 040 147 00	CITY OF STURGIS	208 N MAPLE AVE
052 040 148 00	CITY OF STURGIS	206 N MAPLE AVE
052 040 149 00	CITY OF STURGIS	204 N MAPLE AVE
052 040 150 00	CITY OF STURGIS-CTR	202 E WEST ST
052 040 179 00	BROWN JAMES R & TERESA L	400 E CHICAGO RD
052 040 180 00	RANGLER SUE A & CLINTON C	402 E CHICAGO RD
052 040 181 00	WIDDEL ROBERT O & BETTY J-TRUST	404 E CHICAGO RD
052 040 182 00	KNISLEY STEPHEN R & FRED A	408 E CHICAGO RD
052 040 200 00	BOGEN KELLY A	308 E CHICAGO RD
052 040 201 00	SCHEETZ THOMAS R & KAREN L	306 E CHICAGO RD
052 040 202 00	SCHEETZ THOMAS R & KAREN L	102.5 N FOURTH ST
052 040 205 00	ARIAS JOSE R & RAQUEL Y &	300 E CHICAGO RD
052 040 206 00	CRITES LARRY E	207 E WEST ST
052 040 207 00	CRITES LARRY E	205 E WEST ST
052 040 208 00	GRAHAM RAY E & NORA	203 E WEST ST
052 040 209 00	BALLINES MAURILIO & CELIA	119 N MONROE ST
052 040 210 00	MORRIS-POLEY GAIL ANNE III	115 N MONROE ST
052 040 211 00	BROCHEY SHANNON	112 N MAPLE AVE
052 040 212 00	CAC1 LLC	110 N MAPLE AVE
052 040 213 00	CLAYMORE REAL ESTATE LLC	113 N MONROE ST
052 040 214 00	LEHMAN DANIEL N	111 N MONROE ST
052 040 215 00	CAC1 LLC	106 N MAPLE AVE
052 040 216 00	REED THOMAS G & AMANDA S	104 N MAPLE AVE
052 040 216 10	FOSTER MATTHEW & DAWN	
052 040 218 00	STURGIS HOUSING DEV CORP	200 E CHICAGO RD
052 040 219 00	FOSTER DAWN AUSTIN	204 E CHICAGO RD
052 040 220 00	LSM 3 LLC	208 E CHICAGO RD

052 040 221 00	VAN ALMEN STEPHEN T	102.5 N MAPLE AVE
052 040 222 00	BORING CHARLES DANIEL	102 N MAPLE AVE
052 040 223 00	CITY OF STURGIS	133 N NOTTAWA ST
052 040 229 00	CITY OF STURGIS	116 N MONROE ST
052 040 230 00	WALKER THOMAS A TRUST	121 N NOTTAWA ST
052 040 235 00	CITIZENS BANK	100 E CHICAGO RD
052 040 236 00	UNITED STATES GOVT	124 E CHICAGO RD
052 040 242 00	CHRISTIAN FELLOWSHIP CTR OF STURGIS	201 NORTH ST
052 040 245 00	CHRISTIAN FELLOWSHIP CTR OF STURGIS	106 N NOTTAWA ST
052 040 246 00	CHRISTIAN FELLOWSHIP CTR OF STURGIS	104 N NOTTAWA ST
052 040 247 00	STURGIS DOWNTOWN DEVELOPMENT	101 W CHICAGO RD
052 040 248 00	HARRISON INVESTMENT PROPERTIES LLC	105 W CHICAGO RD
052 040 252 00	HARRISON INVESTMENT PROPERTIES LLC	111 W CHICAGO RD
052 040 253 00	HARRISON INVESTMENT PROPERTIES LLC	113 W CHICAGO RD
052 040 254 00	ST JOSEPH CO INTERMEDIATE SCH	115 W CHICAGO RD
052 040 258 00	GARCIA MAURICO & OFELIA	119 W CHICAGO RD
052 040 259 00	CARY RONALD W & CARE C	121 W CHICAGO RD
052 040 260 00	PAYTONS PADS & PROP LLC	123 W CHICAGO RD
052 040 261 00	MC DOOGLE SPROCKET LLC	125 W CHICAGO RD
052 040 261 02	G&S LIQUIDATING P. C.	127 W CHICAGO RD
052 040 261 03	UNKNOWN OWNER	
052 040 264 00	CITY OF STURGIS	113 NORTH ST
052 040 265 00	BLOCK 14 INC	210 NORTH ST
052 040 266 00	BLOCK 14 INC	202 W WEST ST
052 040 267 00	TARTAN REAL ESTATE LLC	208 NORTH ST
052 040 268 00	STEPHENS JOHN G & KAREN B	206 NORTH ST
052 040 269 00	TARTAN REAL ESTATE LLC	203 JOHN ST
052 040 274 00	TARTAN REAL ESTATE LLC	209 JOHN ST
052 040 275 00	LOPEZ MARIA LETICIA	204 W WEST ST
052 040 276 00	CRITES JAMIE D & SHARON	206 W WEST ST
052 040 277 00	CRITES JAMIE D & SHARON L	211 N CLAY ST
052 040 278 00	GARCIA JUAN-CTR	209 N CLAY ST
052 040 299 00	CITY OF STURGIS	401 W CHICAGO RD
052 040 310 00	EICHORN JOEL & BRITTNEY	306 JOHN ST
052 040 311 00	CITY OF STURGIS	107 N JEFFERSON ST
052 040 314 00	BRESSLER DOROTHEA M & HAACK WILLIAM	301 W CHICAGO RD
052 040 315 00	BRESSLER DOROTHEA M & HAACK WILLIAM	303 W CHICAGO RD
052 040 317 00	ST JOSEPH COMMUNITY CO OP INC	307 W CHICAGO RD
052 040 318 00	MOSO VILLAGE LLC	260 JOHN ST
052 040 319 01	SIGRIST FURNITURE CO INC	201 W CHICAGO RD
052 040 320 00	SAMA HOLDINGS LLC	205 W CHICAGO RD
052 040 321 00	FLORES CESAR	207 W CHICAGO RD
052 040 323 00	SCRAPHOLDER REAL ESTATE LLC	209 W CHICAGO RD
052 040 324 00	ROCKEY REAL ESTATE LLC	211 W CHICAGO RD
052 040 325 00	SAITZ ERIC L & CHRISTINE D	213 W CHICAGO RD
052 040 329 00	SAITZ ERIC L & CHRISTINE D	219 W CHICAGO RD
052 040 337 00	PAY & GO PROPERTIES LLC	223 W CHICAGO RD

052 040 338 00	227 WEST CHICAGO LLC	227 W CHICAGO RD
052 040 338 10	227 WEST CHICAGO LLC	229 W CHICAGO RD
052 040 339 00	MASONIC TEMPLE ASSOC	200 W CHICAGO RD
052 040 341 00	BACKTALK LLC	228 W CHICAGO RD
052 040 345 00	ST JOHN'S EPISCOPAL CHURCH	107 PLEASANT AVE
052 040 348 00	ST JOHN'S EPISCOPAL CHURCH	111 PLEASANT AVE
052 040 350 00	CENTURY BANK & TRUST	300 W CHICAGO RD
052 040 352 00	STURGIS CHAMBER OF COMMERCE	306 W CHICAGO RD
052 040 356 00	CISNEROS RICARDO & PADILLA MARIA	107 S CLAY ST
052 040 357 00	DELGADO LEOPOLDO H &	106 S JEFFERSON ST
052 040 358 00	JIMENEZ GABRIELA	108 S JEFFERSON ST
052 040 359 00	CRITES JAMIE D & SHARON L	112 S JEFFERSON ST
052 040 359 10	TMR ENTERPRISES INC	303 WILLIAM ST
052 040 360 00	LOPEZ-GARCIA JESUS	109 S CLAY ST
052 040 361 00	MILLER TAYLOR &	111 S CLAY ST
052 040 363 00	STURGIS HOUSING DEV CORP	101 S JEFFERSON ST
052 040 363 10	WALKER THOMAS TRUST	103 S JEFFERSON ST
052 040 365 00	GOMEZ SANCHEZ EDUARDO &	109 S JEFFERSON ST
052 040 366 00	CAC1 LLC	111 S JEFFERSON ST
052 040 407 00	GREAT LAKES CHOCOLATE CO INC	100 W CHICAGO RD
052 040 408 00	SCRAPHOLDER REAL ESTATE LLC	104 W CHICAGO RD
052 040 409 00	STURGIS DOWNTOWN DEV AUTHORITY	108 W CHICAGO RD
052 040 410 00	GT HOUSING LLC	112 W CHICAGO RD
052 040 411 00	STEWART CHAD E	114 W CHICAGO RD
052 040 412 00	MAYNARD TODD D & DIANA L. REV TRST	116 W CHICAGO RD
052 040 413 00	NELLIE'S LLC	118 W CHICAGO RD
052 040 414 00	BORING CHARLES DANIEL	120 W CHICAGO RD
052 040 415 00	BORING CHARLES DANIEL	158 W CHICAGO RD
052 040 416 00	BORING CHARLES DANIEL	164 W CHICAGO RD
052 040 419 00	HYPE HOLDINGS LLC	172 W CHICAGO RD
052 040 420 00	CITY OF STURGIS	106 PLEASANT AVE
052 040 422 00	WEISS JAMES D SR TRUST	110 PLEASANT AVE
052 040 424 00	GUSHWA FREDRIC A	107 S NOTTAWA ST
052 040 425 00	RRH & SONS LLC	119 S NOTTAWA ST
052 040 426 00	VANTASSEL VINCENT & EVELYN D	121 S NOTTAWA ST
052 040 427 00	FIRST UNITED METHODIST CHURCH	112 PLEASANT AVE
052 040 428 00	TRUSTEES OF FIRST METHODIST	200 PLEASANT AVE
052 040 429 00	WICKEY JUSTIN & REBECCA A	125 S NOTTAWA ST
052 040 438 00	STURGIS BANK & TRUST	125 E CHICAGO RD
052 040 440 00	STURGIS BANK & TRUST	115 E CHICAGO RD
052 040 444 00	STURGIS BANK & TRUST	109 E CHICAGO RD
052 040 445 00	STURGIS BANK & TRUST	107 E CHICAGO RD
052 040 446 00	STURGIS BANK AND TRUST	105 E CHICAGO RD
052 040 447 00	STURGIS BANK & TRUST	101 E CHICAGO RD
052 040 448 00	STURGIS BANK & TRUST CO	104 S NOTTAWA ST
052 040 450 00	FOGLESONG FUNERAL HOME	114 S NOTTAWA ST
052 040 452 00	STURGIS BANK & TRUST CO	111 S MONROE ST

052 040 454 00	WELLS RAYMOND O & DEBRA E	120 S NOTTAWA ST
052 040 456 00	STURGIS BANK & TRUST	117 S MONROE ST
052 040 464 00	HARRISON INVESTMENT PROPERTIES LLC	205 E CHICAGO RD
052 040 465 00	CITY OF STURGIS	203 E CHICAGO RD
052 040 466 00	GENERAL TELEPHONE CO	110 S MONROE ST
052 040 468 00	LOPEZ DANIELLE & NOHEMI	105 S MAPLE AVE
052 040 470 00	TATOOINE PROPERTIES LLC	112 S MONROE ST
052 040 471 00	TATOOINE PROPERTIES LLC	114 S MONROE ST
052 040 472 00	GOOD JON W & KAREN E	113 S MAPLE AVE
052 040 475 00	CRITES JAMIE D & SHERRY L	118 S MONROE ST
052 040 476 00	CRITES JAMIE D & SHARON L	120 S MONROE ST
052 040 483 00	ABBY NORMAL LLC	307 E CHICAGO RD
052 040 484 00	PERRA ROBERT G & ANN CAUSEY	103 S FOURTH ST
052 040 485 00	ACME PROPERTY COMPANY LLC	305 E CHICAGO RD
052 040 486 00	LUDDERS DAVID & JEANNE	303 E CHICAGO RD
052 040 487 00	PIZZA PROPERTY INVESTMENT CO	301 E CHICAGO RD
052 040 490 00	SHOLL DWIGHT & PHILLIS L	106 S MAPLE AVE
052 040 491 00	CASTRO JAIME & MARIA	105 S FOURTH ST
052 040 512 00	HAMILTON ANDREW	401 E CHICAGO RD
052 040 514 00	KOTCHER WILBUR H & EUGENIA G	106 S FOURTH ST
052 040 541 00	CITY OF STURGIS	
052 040 542 00	CITY OF STURGIS	108 S CLAY ST
052 040 543 00	CITY OF STURGIS	300 JOHN ST
052 040 544 00	CITY OF STURGIS	130 N NOTTAWA ST
052 040 545 00	CITY OF STURGIS	105 N CLAY ST
052 040 546 00	CITY OF STURGIS	110 S NOTTAWA ST

Table 3
Tax Increment Revenue Forecast

1989 DDA District

Fiscal Year June-July	Tax Roll	Annual Taxable Growth	Projected Future Taxable Value	City of Sturgis							Captured Revenue
	Assessment Date			Initial Base Valuation	City of Sturgis	St. Joseph County	Other County	Glen Oaks Com College	Sturgis Library		
				13.4518	4.563	3.3212	2.7186	1.0950	25.1496		
- 2020-21		\$ 4,699,600	18.19%	\$ 6,580,935	\$ 25,307	\$ 8,585	\$ 6,248	\$ 5,115	\$ 2,060	\$ 47,336	
- 2011-22		\$ 4,699,600	2.50%	\$ 7,778,207	\$ 41,413	\$ 14,048	\$ 10,225	\$ 8,370	\$ 3,371	\$ 54,286	
1 2022-23	12/31/2021	\$ 4,699,600	2.5%	\$ 7,972,662	\$ 44,029	\$ 14,935	\$ 10,870	\$ 8,898	\$ 3,584	\$ 82,316	
2 2023-24	12/31/2022	\$ 4,699,600	2.5%	\$ 8,171,979	\$ 46,710	\$ 15,844	\$ 11,532	\$ 9,440	\$ 3,802	\$ 87,329	
3 2024-25	12/31/2023	\$ 4,699,600	2.5%	\$ 8,376,278	\$ 49,458	\$ 16,777	\$ 12,211	\$ 9,995	\$ 4,026	\$ 92,467	
4 2025-26	12/31/2024	\$ 4,699,600	2.5%	\$ 8,585,685	\$ 52,275	\$ 17,732	\$ 12,906	\$ 10,565	\$ 4,255	\$ 97,733	
5 2026-27	12/31/2025	\$ 4,699,600	2.5%	\$ 8,800,327	\$ 55,162	\$ 18,712	\$ 13,619	\$ 11,148	\$ 4,490	\$ 103,132	
6 2027-28	12/31/2026	\$ 4,699,600	2.5%	\$ 9,020,335	\$ 58,122	\$ 19,716	\$ 14,350	\$ 11,746	\$ 4,731	\$ 108,665	
7 2028-29	12/31/2027	\$ 4,699,600	2.5%	\$ 9,245,844	\$ 61,155	\$ 20,745	\$ 15,099	\$ 12,359	\$ 4,978	\$ 114,336	
8 2029-30	12/31/2028	\$ 4,699,600	2.5%	\$ 9,476,990	\$ 64,264	\$ 21,799	\$ 15,867	\$ 12,988	\$ 5,231	\$ 120,149	
9 2030-31	12/31/2029	\$ 4,699,600	2.5%	\$ 9,713,915	\$ 67,452	\$ 22,880	\$ 16,654	\$ 13,632	\$ 5,491	\$ 126,108	
10 2031-32	12/31/2030	\$ 4,699,600	2.5%	\$ 9,956,763	\$ 70,718	\$ 23,988	\$ 17,460	\$ 14,292	\$ 5,757	\$ 132,216	
11 2032-33	12/31/2031	\$ 4,699,600	2.5%	\$ 10,205,682	\$ 74,067	\$ 25,124	\$ 18,287	\$ 14,969	\$ 6,029	\$ 138,476	
12 2033-34	12/31/2032	\$ 4,699,600	2.5%	\$ 10,460,824	\$ 77,499	\$ 26,288	\$ 19,134	\$ 15,662	\$ 6,309	\$ 144,892	
13 2034-35	12/31/2033	\$ 4,699,600	2.5%	\$ 10,722,344	\$ 81,017	\$ 27,482	\$ 20,003	\$ 16,373	\$ 6,595	\$ 151,470	
14 2035-36	12/31/2034	\$ 4,699,600	2.5%	\$ 10,990,403	\$ 84,623	\$ 28,705	\$ 20,893	\$ 17,102	\$ 6,888	\$ 158,211	
15 2036-37	12/31/2035	\$ 4,699,600	2.5%	\$ 11,265,163	\$ 88,319	\$ 29,959	\$ 21,806	\$ 17,849	\$ 7,189	\$ 165,121	
16 2037-38	12/31/2036	\$ 4,699,600	2.5%	\$ 11,546,792	\$ 92,107	\$ 31,244	\$ 22,741	\$ 18,615	\$ 7,498	\$ 172,204	
17 2038-39	12/31/2037	\$ 4,699,600	2.5%	\$ 11,835,462	\$ 95,990	\$ 32,561	\$ 23,700	\$ 19,400	\$ 7,814	\$ 179,464	
18 2039-40	12/31/2038	\$ 4,699,600	2.5%	\$ 12,131,348	\$ 99,970	\$ 33,911	\$ 24,682	\$ 20,204	\$ 8,138	\$ 186,905	
19 2040-41	12/31/2039	\$ 4,699,600	2.5%	\$ 12,434,632	\$ 104,050	\$ 35,295	\$ 25,690	\$ 21,028	\$ 8,470	\$ 194,533	
20 2041-42	12/31/2040	\$ 4,699,600	2.5%	\$ 12,745,498	\$ 108,232	\$ 36,713	\$ 26,722	\$ 21,874	\$ 8,810	\$ 202,351	
21 2042-43	12/31/2041	\$ 4,699,600	2.5%	\$ 13,064,135	\$ 112,518	\$ 38,167	\$ 27,780	\$ 22,740	\$ 9,159	\$ 210,365	
22 2043-44	12/31/2042	\$ 4,699,600	2.5%	\$ 13,390,739	\$ 116,911	\$ 39,658	\$ 28,865	\$ 23,628	\$ 9,517	\$ 218,579	
23 2044-45	12/31/2043	\$ 4,699,600	2.5%	\$ 13,725,507	\$ 121,415	\$ 41,185	\$ 29,977	\$ 24,538	\$ 9,883	\$ 226,998	
24 2045-46	12/31/2044	\$ 4,699,600	2.5%	\$ 14,068,645	\$ 126,031	\$ 42,751	\$ 31,116	\$ 25,471	\$ 10,259	\$ 235,628	
25 2046-47	12/31/2045	\$ 4,699,600	2.5%	\$ 14,420,361	\$ 130,762	\$ 44,356	\$ 32,285	\$ 26,427	\$ 10,644	\$ 244,473	
					\$ 2,149,574	\$ 729,159	\$ 530,722	\$ 434,428	\$ 174,979	\$ 4,018,862	
					53%	18%	13%	11%	4%		

- (1) Data Gathering - Conduct or contract for data on the downtown, its businesses, patrons, etc. Data to include but not be limited to demographics, stakeholder attitudes, business metrics, and the like. Methods may include surveys, subscriptions to third-party databases/resources, etc. Information to be used for marketing, business recruitment/retention, and planning purposes.
- (2) Marketing Plan - Contract with professionals to develop and/or implement a marketing plan for Downtown Sturgis, with the goal of effectively promoting the downtown to customers inside and outside of the Sturgis area. To be conducted every 5-10 years.
- (3) Downtown Marketing Materials - Fund creation of marketing materials to promote the downtown area as a whole, including but not limited to brochures, maps, posters, billboards, and advertisements.
- (4) Website and Online Presence - Development, maintenance, and enhancement of the Sturgis DDA website and other online avenues.
- (5) Downtown Events - Maintain, grow, and market annual downtown events throughout the year. This includes the cost of staffing a Downtown Events Coordinator or similar position, as well as costs to operate and market events.
 - i. "Paying for a staff position for the DDA, ie. Events Coordinator; This position has been done through DDA members volunteering. Saves a lot of money."
- (6) Downtown Façade Program - Re-establish and fund a grant/rebate program for private property owners who undertake and complete façade restoration in the DDA district.
 - i. "Both private and business owners must adhere to the DDA rules and restrictions concerning keeping restorations Historic."
- (7) Development Assistance - Provide financial assistance for the construction and expansion of or improvements to, public and private buildings.
 - i. Keep and Enforce the DDA restrictions concerning repairs etc. to buildings; preserving Historic Integrity in the Downtown.
- (8) Development of Public Amenities - Develop or support the development of public amenities in the DDA district such as:
 - i. - Public Restrooms
 - ii. - Pavilions/Farmer's Market Infrastructure
 - iii. - Power Pedestals, Water Hookups, and other Food Truck Infrastructure
 - iv. - Art Installations
 - v. - Electric Vehicle Charging Stations
 - vi. - Entertainment Facilities/Infrastructure
 - vii. - Trail Heads and Associated Equipment
 - viii. - Other Place-Making Amenities
 - i. Outdoor sign/outdoor kiosk for public announcements, digital screen with events, map of businesses and location.
 - ii. A need for public restrooms
 - iii. Farmer's Market Infrastructure: "Over a number of years we have discussed, with the members of the Farmer's Market, where they want to be located. They

have moved several times and seem to like being where they now are. No money or time should be expended on this project without discussing plans with the participants of the Farmers Market.”

- iv. Electrical Charging Stations: “A huge waste of money, as the likelihood of masses of people owning such cars, at least for the present time, is unlikely and if the time comes that enough of these vehicles exist there will, most likely, be federal government grants available to fund them. In the meantime, allow the City to install them if they think it is necessary.”

- (9) Streetscapes - Support installation of streetscape elements throughout the downtown. This will include sidewalks, lighting, street trees, plantings, furniture, wayfinding signage, and roadway improvements.
 - i. Walking signage for those that park on the outskirts of DDA
 - ii. Better signage for public parking
 - 1. There is confusion about what is public and what is private parking.
- (10) Downtown Maintenance - Support City of Sturgis departments in efforts to maintain, repair, or replace assets and landscaping in the DDA District. Includes but is not limited to sprinkler systems, electrical outlets, light poles, street signs, etc.
- (11) Downtown Parking - Provide funding assistance for the maintenance, reconstruction, repair, improvement, and expansion of public parking lots throughout the DDA District. This includes both ongoing maintenance such as snowplowing and crack sealing as well as major projects. Installation of sidewalks behind commercial buildings would be eligible to be included in projects.
 - i. Parking is of concern, especially with new development
 - 1. Parking and unloading area for household goods - live inside DDA
 - ii. More side street parking if possible
 - iii. Snow removal concerns with overnight parking.
- (12) Downtown Infrastructure - Provide for utility improvements in the DDA District including
 - i. - Wireless and Fiber Optic Networks
 - ii. - Enhancement and Placement of Electric Utilities Underground
 - iii. - Enhancement of Water, Sewer, and Stormwater Utilities
- (13) 101 W. Chicago Rd. Building - Provide for necessary assistance to maintain and improve 101 W. Chicago Rd. (Open Door Gallery Building). Includes but is not limited to installation of an elevator, fire suppression system, and building improvements to the 2nd and 3rd floors.
- (14) Business Development and Redevelopment Funding - Establish or support grant resources and other funding to assist downtown businesses and building owners looking to locate, expand, or rehabilitate business/building. This can include pre-development funding, creation, or funding of a business retail incubator, or other assistance as allowed by Act 57 and identified in this Plan.
 - i. “Make sure to keep the original DDA plan of keeping the restoration of Historic Buildings in line with DDA rules and regulations. Keep the Integrity of the History of Sturgis ALIVE.”

- (15) Targeted Business Development - Utilize funds to develop campaigns to attract, recruit, or redevelop targeted business segments and/or buildings. Targets for assistance could be attracting a desired business type such as a brewery or redeveloping a particular vacant property such as the Arkwright's property. Funds could include advertisements, marketing pieces, or professional services.
- i. Less businesses that are professional offices.
 - 1. It limits walk in traffic, not helpful for foot traffic in DDA
 - 2. **More food or retail space in those office locations.**
 - ii. "Encourage the use of vacant properties like Arkwrites. The city tried to get a person, nine years ago, to use that property. Not only was the Arkwrite property available, but the owners of the adjacent lots were willing to sell. I am sure that there are properties more appropriate for the now proposed destruction of historic buildings to be replaced by a gaudy inappropriate construction."
- (16) Strategic Acquisition - Utilize funds for strategic acquisition and/or renovation of vacant or underutilized buildings in the downtown area.

Additional feedback that will be pasted on to the DDA Board.

1. Christmer House being revamped or using for parking
2. Concerns about Mike's pizza and Sportsarama not having somewhere to go.
 - a. Both have new locations confirmed
3. More family centered events downtown.
 - a. Provided details to Ryan Conrod.
4. Speed bumps in auditorium parking lot to slow cut thru drivers.
5. Chamber building lighting is distracting
6. Nothing really drawing people down toward Chamber or depot side of DT.
7. Will snow piles be removed instead of taking up parking spots with new parking needs?
8. "Crossed off" spots on US 12 are not used properly and could be removed.
9. The signage for "short term" parking is not working for residents in Wings apartments
10. "I am adamantly opposed to the destruction of DDA properties at 108.112. and 114 W. Chicago Rd. The owners MUST agree to keep the historic integrity of these buildings. The DDA worked diligently, spending a lot of time and money to create a historic walkthrough in the downtown that would cause local pride, educate our children about the amazing history of Sturgis, and bring tourists to discover what Sturgis has to offer the world. Through our project, every historic building was given its own plaque detailing the history of that building and address. Will those plaques be discarded when uncaring people tear those buildings down? Obviously, these new owners have no love for Sturgis or its history, nor is there respect for the many hours of work that were expended to uphold and promote the Historic Integrity and amazing life that Sturgis has had for nearly 200 years. Allowing this overhaul of our downtown goes against everything that the DDA stands for and negatively affects the homes and lives of all who live in the DDA area. The DDA has the power to require and enforce its rules and ordinances and they must do so."

**RESOLUTION APPROVING AMENDMENTS TO DEVELOPMENT PLAN AND TAX
INCREMENT FINANCING PLAN FOR THE DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF STURGIS**

WHEREAS, the Recodified Tax Increment Financing Act, Act 57 of the Public Acts of Michigan of 2018, Document 57-2018-2. (collectively, the "Act") authorizes the City to establish and amend the Downtown Development Authority of the City of Sturgis (the DDA); and

WHEREAS, the DDA was established in 1982 and later extended its boundaries in 2002; and

WHEREAS, the DDA adopted its original Development Plan and Tax Increment Financing (TIF) Plan in 1989 and previously amended these plans in 1994 and 2010; and

WHEREAS, the DDA is amending Development Plan and TIF Plan to revise eligible projects and uses of TIF funds as well as to update plan language and extend the effective date of the plans; and

WHEREAS, the DDA district contains more than one hundred residents, per the Act the Sturgis City Commission established a Development Area Citizens Council on January 26th, appointed members to the Council, the Council met, and feedback was provided to the DDA; and

WHEREAS, on April 27th, 2022, the City Commission held a public hearing on the Plan Amendments pursuant to the Act, as amended; and,

WHEREAS, the City Council has given the taxing jurisdictions in which the District is located an opportunity to meet with the City Commission and to express their views and recommendations regarding the Plan Amendments, as required by the Act; and

WHEREAS, the DDA Board has recommend for approval the amendments to the Development Plan and TIF Plan attached here as Exhibit A (the "Plan Amendments").

NOW THEREFORE BE IT RESOLVED, the Sturgis City Commission approves amendments to the DDA Development Plan and DDA TIF Plan as presented.

ARTICLE II. - DOWNTOWN DEVELOPMENT

DIVISION 1. - GENERALLY

Sec. 22-31. - Definitions.

For the purpose of this article the following definitions shall have the same meaning as given to them in Public Act No. ~~No. 57 of 2018 (MCL 125.4201 et. seq.) 197 of 1975 (MCL 125.1651 et seq.)~~ or as hereafter provided in this section unless the context clearly indicates or requires a different meaning.

Authority means the downtown development authority created by this article.

Board or board of trustees mean the board of trustees of the downtown development authority, the governing body of the authority.

Chief executive officer means the City Manager.

Downtown development tax means the tax authorized by this subchapter pursuant to Public Act No. ~~57 of 2018 (MCL 125.4201 et. seq.) 197 of 1975 (MCL 125.1651 et seq.)~~ to be imposed by the downtown development authority in the downtown area.

Downtown district ~~means that part of an area in a business district that is specifically designated by ordinance of the governing body of the municipality pursuant to this part. means the downtown district designated by this article as now existing or hereafter amended.~~

Governing body of a municipality means the City Commission of the City of Sturgis.

Municipality means the City of Sturgis.

Sec. 22-32. - Purpose. _____

The City Commission hereby determines that it is necessary for the best interests of the City to halt property value deterioration and increase property tax valuation where possible in the business district of the City, to eliminate the causes of that deterioration, and to promote economic growth by establishing a downtown development authority pursuant to ~~Public Act No. 57 of 2018 (MCL 125.4201 et. seq.) Public Act No. 197 of 1975 (MCL 125.1651 et seq.)~~.

Sec. 22-33. - Downtown development tax.

- a) The downtown development authority may be authorized by a vote of not less than eight members of the City Commission to impose an ad valorem tax on all taxable property in the downtown district for the purpose provided by ~~Public Act No. 57 of 2018 (MCL 125.4201 et. seq.) Public Act No. 197 of 1975 (MCL 125.1651 et seq.)~~. The tax shall not exceed two mills on the value of taxable property in the downtown district as finally equalized.

- b) The City shall collect the downtown development tax at the same time and in the same manner as other City taxes are collected. The tax shall be paid to the treasurer of the authority and credited to the general fund of the authority for the purpose provided by such act.

Sec. 22-34. - Approval of development plan and tax increment financing plan.

- a) Pursuant to Public Act No. 57 of 2018 (MCL 125.4214) the downtown development authority has submitted to the City Commission for approval pursuant to Public Act No. 57 of 2018 (MCL 125.4219), a development plan and a tax increment financing plan, each dated April 26, 1989, amended May 26, 2010, and amended April 27 2022, and there has been compliance with the provisions of such act regarding notices and public hearings.
- ~~a) Pursuant to sections 14, 15 and 17 of Public Act No. 197 of 1975 (MCL 125.1664, 125.1665, 125.1667), the downtown development authority has submitted to the city commission for approval pursuant to section 19 of Public Act No. 197 of 1975 (MCL 125.1669), a development plan and a tax increment financing plan, each dated April 26, 1989, and amended May 26, 2010, and there has been compliance with the provisions of such act regarding notices and public hearings.~~
- b) The City Commission finds and determines that the development plan, as amended, and the tax increment financing plan as amended, constitutes a public purpose.
- c) The City Commission further finds and determines that:
 - 1. More than 100 persons reside in the proposed development area, and therefore, the formation of a development area citizens council is required. The citizens council was established at least 90 days before the public hearing on the development or tax increment financing plan. The development area citizens council was established by the Sturgis City Commission and consists of 9 members. The members of the development area citizens council are residents of the development area and were appointed by the Sturgis City Commission. All members of a development area citizens council are at least 18 years of age.
 - 2. The development plan meets the requirements set forth in section 125.4217 of Public Act No. 57 of 2018 (MCL 125.4201 et. seq.) with respect to the information required to be contained therein.
 - ~~1. Fewer than 100 persons reside in the proposed development area, and therefore, the formation of a development area citizens council is not required.~~
 - ~~2. The development plan meets the requirements set forth in section 17(2) of Public Act No. 197 of 1975 (MCL 5.3010(17)) with respect to the information required to be contained therein.~~
 - 3. The proposed method of financing the development is feasible and the downtown development authority has the ability to arrange the financing.
 - 4. The development is necessary to carry out the purposes of Public Act No. 57 of 2018 (MCL 125.4201 et. seq.).

~~4. The development is necessary to carry out the purposes of Public Act No. 197 of 1975 (MCL 125.1651 et seq.).~~

~~5. The land included within the development area to be acquired is reasonably necessary to carry out the purposes of the plan and of Public Act No. 57 of 2018. (MCL 125.4201 et. seq.) in an efficient and economically satisfactory manner. The land included within the development area to be acquired is reasonably necessary to carry out the purposes of the plan and of Public Act No. 197 of 1975 (MCL 125.1651 et seq.) in an efficient and economically satisfactory manner.~~

~~5.~~

6. The development plan is in reasonable accord with the master plan of the City.

7. Public services, including fire and police protection and utilities, are or will be adequate to service and project area.

8. Any required changes in zoning, streets, street levels, intersections and utilities are reasonably necessary for the project and for the City.

~~d) The development plan as amended, submitted by the downtown development authority, dated April 26, 1989, is hereby approved for a period of time to continue until June 30, 2047.~~

~~d) The development plan as amended, submitted by the downtown development authority, dated April 26, 1989, is hereby approved for a period of time to continue until June 30, 2035.~~

~~e) The tax increment financing plan as amended, submitted by the downtown development authority, dated April 26, 1989, is hereby approved for a period of time to continue until, June 30, 2047, and the tax increment financing plan shall be administered as provided in Public Act No. 57 of 2018 (MCL 125.4201 et. seq.).~~

~~e) The tax increment financing plan as amended, submitted by the downtown development authority, dated April 26, 1989, is hereby approved for a period of time to continue until June 30, 2035, and the tax increment financing plan shall be administered as provided in Public Act No. 197 of 1975 (MCL 125.1651 et seq.).~~

Sec. 22-35. - District description.

The downtown development district, established pursuant to Public Act No. 57 of the Public Acts of 2018~~Act No. 197 of the Public Acts of 1975~~, in the City, is described as follows:

...

DIVISION 2. - DOWNTOWN DEVELOPMENT AUTHORITY

Sec. 22-51. - Creation; powers.

a) There is hereby created pursuant to Public Act No. 57 of 2018 (MCL 125.4201 et. seq.)~~Public Act No. 197 of 1975 (MCL 125.1651 et seq.)~~ a downtown development authority for the City. The downtown development authority shall be a public body corporate and shall be known and exercise its powers under the title of the City downtown

development authority. The downtown development authority may adopt a seal, may sue and be sued in any court of this state, and shall possess all of the powers necessary to carry out the purpose of its incorporation as provided by this division and such act. The enumeration of a power in this division or in such act shall not be construed as a limitation upon the general powers of the authority.

- b) Except as specifically otherwise provided in this division the authority shall have all powers provided by law subject to the limitations imposed by law and this division.

Sec. 22-52. - Board of trustees.

The downtown development authority shall be under the supervision and control of a board of trustees consisting of the chief executive officer of the City, or a City official appointed by him and 12 members as provided by [Public Act No. 57 of 2018 \(MCL 125.4201 et. seq.\)](#). ~~Public Act No. 197 of 1975 (MCL 125.1651 et seq.)~~. All members of the downtown development authority shall be appointed by the City Commission and shall hold office for the terms provided in such act. All members of the downtown development authority shall hold office until the member's successor is appointed.

Sec. 22-53. - Amount of bond for director of board of trustees.

The board of trustees which is the governing body of the downtown development authority, ~~shall~~ may have a director as provided by the Act, ~~and the~~ director shall furnish bond, by posting a bond in the penal sum of \$1,000.00 under the provisions of [Public Act No. 57 of 2018 \(MCL 125.4205\)](#). ~~Public Act No. 197 of 1975 (MCL 125.1655)~~.

Sec. 22-54. - Board of trustee's attorney.

The board of trustees, when requiring legal counsel, may seek the services available from the City attorney.

The board may retain legal counsel to advise the board in the proper performance of its duties. The legal counsel shall represent the authority in actions brought by or against the authority.

Sec. 22-55. - Jurisdictional area.

The downtown district in which the downtown development authority shall exercise its powers as provided by [Public Act No. 57 of 2018 \(MCL 125.4201 et. seq.\)](#) ~~Public Act No. 197 of 1975 (MCL 125.1651 et seq.)~~ shall consist of the territory in the City described in section 22-35.

Sec. 22-56. - Board of trustee's director report to the City Commission.

The board of trustees's director shall render to the board and to the City Commission regular reports covering the activities and financial condition of the authority, which reports have been made at least quarterly during the first year of operation of such authority, and will be made at least annually every year hereafter, unless more frequent reports are requested by the board of trustees or City Commission.

Sec. 22-57. - Fiscal year.

The fiscal year of the downtown development authority shall begin on October 1 of each year and end September 30 of the following year, or any other fiscal year as may hereinafter be adopted by the City.

Sec. 22-58. - Adoption of budget.

- a) The board of trustees shall annually prepare a budget and shall submit it to the City Commission on the same date that the proposed budget for the City is required by the Charter to be submitted to the commission. The board of trustees shall not finally adopt a budget for any fiscal year until the budget has been approved by the City Commission. The board of trustees may, however, temporarily adopt a budget in connection with the operation of any improvements which have been financed by revenue bonds where required to do so by the ordinance authorizing the revenue bonds.
- b) The downtown development authority shall submit financial reports to the commission at the same time and on the same basis as departments of the City are required to submit reports. The downtown development authority shall be audited annually by the same independent auditors auditing the City, and copies of the audit report shall be filed with the commission.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

**Resolution to Approve an Application for a New Development
Certificate in the City of Sturgis Downtown NEZ District**

WHEREAS, the City Commission of the City of Sturgis established a Neighborhood Enterprise Zone named “City of Sturgis Downtown NEZ District” on March 23, 2022, as required under PA 147 of 1992 after a public hearing held on March 23, 2022; and

WHEREAS, RB QALICB, LLC d/b/a "Root and Branch 108" (the Applicant) has applied for a Neighborhood Enterprise Zone New Certificate for 108, 112, and 114 West Chicago Road, properties located within the City of Sturgis Downtown NEZ District; and

WHEREAS, the Applicant is not delinquent on any taxes related to the facility.

NOW THEREFORE BE IT RESOLVED, the Sturgis City Commission hereby is grants RB QALICB, LLC d/b/a "Root and Branch 108" a Neighborhood Enterprise Zone New Facility Exemption for property located at 108, 112, and 114 West Chicago Road for a period of 15 years pursuant to the provisions of PA 147 of 1992, as amended.

Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
▶ Application No.	▶ Date Received
STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file completed application and required documents with the clerk of the local governmental unit. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name RB QALICB, LLC d/b/a "Root and Branch 108"		Type of Approval Requested <input type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitation Facility <input type="checkbox"/> Transfer (1 copy only)	
Facility's Street Address 108 W. Chicago Rd.		Amount of years requested for exemption (6-15) 15	Is the facility owned or rented by occupants? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented
City Sturgis	State	ZIP Code	
Name of City, Township or Village (taxing authority) Sturgis		Type of Property <input type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units <u>23</u>	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village	County St. Joseph	School District Sturgis	
Name of LGU that established district Sturgis		Name or Number of Neighborhood Enterprise Zone City of Sturgis Downtown NEZ District	Date district was established 03/23/2022
Identify who the work was completed by <input type="checkbox"/> Licensed Contractor <input checked="" type="checkbox"/> Other <u>Rockford Construction</u>		Estimated Project Cost (per unit) \$308,000.00	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. The proposed project will demolish three existing partially vacant and functionally obsolete buildings and construct a new 5 story building in their place. The first floor will consist of approximately 5000 square feet of commercial space at street level, with 23 apartments above on floors 2-5. Approximately 24% of the square footage is commercial, with the remainder being residential. The total project investment is approximately \$10,750,000, inclusive of the restaurant buildout. The total cost of the residential portion of the project is approximately \$7,400,000.			
Timetable for undertaking and completing the rehabilitation or construction of the facility. The project is expected to break ground in July 2022 and is expected to be completed by December 2023			
PART 2: APPLICANT CERTIFICATION			
Contact Name John Carmichael	Contact Telephone Number (269) 651-4500	Contact Fax Number (269) 651-4501	Contact E-mail Address jcarmichael@gtindependence.com
Owner/Applicant Name RB QALICB, LLC d/b/a "Root and Branch 108"	Owner/Applicant Telephone Number (269) 651-4500	Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 215 Broadus St. Sturgis, MI 49091	Owner/Applicant E-mail Address jcarmichael@gtindependence.com
<i>I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.</i>			
<i>I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.</i>			
Owner/Applicant Signature <i>John H. Carmichael</i>	Date 04/22/2022		

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
<input type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU			
Name of Assessor (First and last name)		Telephone Number	
Fax Number		E-mail Address	
<i>I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.</i>			
Assessor's Signature			Date
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
<input type="checkbox"/> Exemption Approved for _____ Years (6-15)		<input type="checkbox"/> 1. Original Application	
<input type="checkbox"/> Exemption Approved for _____ Years (11-17 historical credits)		<input type="checkbox"/> 2. Legal description of the real property with parcel code #	
<input type="checkbox"/> Exemption Denied (include Resolution Denying)		<input type="checkbox"/> 3. Resolution approving/denying application (include # of years)	
Date of resolution approving/denying this application		<input type="checkbox"/> 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Clerk's Name (First and Last)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address		City	State ZIP Code
<i>I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.</i>			
<i>I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.</i>			
Clerk Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Application for NEZ Certification Location.



114 W. Chicago	112 W. Chicago	108 W. Chicago
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**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

1.0406. - B-OS business office service.

(A) *Intent.* The B-OS Business Office Service district is established to create and preserve areas for those commercial facilities which are especially useful in close proximity to residential areas as a land use buffer, while minimizing the undesirable impact of the uses on the neighborhoods which they service.

(B) *Permitted uses.* The following uses are permitted in the B-OS district:

(1.) Animal hospitals.

~~(1.)(2.) Banks, credit unions, savings and loan associations, or and similar uses,; drive-through facilities as an accessory use only.~~

~~(2.)(3.) Business schools or private schools operated for profit.~~

~~(3.)(4.) Catering facility.~~

~~(4.)(5.) Clinic, Dental or Medical. Medical office and dental offices, including clinics.~~

~~(5.)(6.) Convalescent homes. Facilities for human care such as hospitals, rest and convalescent homes.~~

~~(6.)(7.) Essential services.~~

~~(7.)(8.) Existing housing.~~

~~(8.)(9.) Funeral homes and mortuary establishments. Mortuaries.~~

~~(9.)(10.)~~ Home occupations as provided and controlled in section 1.0401(B)(9).

~~(10.)(11.)~~ Institutional or public services.

~~(11.)(12.)~~ Laundry and dry cleaning.

~~(12.)(13.)~~ Office building(s). for any of the following occupations: executive, administrative, professional, accounting, writing, clerical, stenographic, drafting and sales.

~~(13.)(14.)~~ Off-street parking lots.

~~(14.)(15.)~~ Personal services. establishment including barber shops, beauty shops and health salons.

(16.) Printing or publishing.

(17.) Private schools.

(18.) Professional service offices.

(19.) Recreational facilities.

(20.) Studio.

(21.) Trade schools.

(22.) Transportation services.

~~(15.)(23.)~~ Accessory structures and used customarily incident to the above permitted uses, provided such buildings and uses are located on the same zoning lot with permitted use.

(C) *Special land uses.* The following special land uses are permitted in the B-OS district, under the conditions of article VI [of this zoning ordinance].

- (1.) Banquet hall.
- (2.) Bed and breakfast operations.
- (3.) Child care centers or day care center in accord with section 1.0602 and section 1.0603(M).
- (4.) Functional equivalent family.
- ~~(5.)~~ Industrial, Light (restricted to properties between Main Street and Hatch Street, and on S. Jefferson Street).
- ~~(5-)(6.)~~ Ministorage and warehousing.
- ~~(7.)~~ Reasonable accommodation use.
- ~~(6-)(8.)~~ Warehousing.

(D) *Required conditions.* The following conditions are required in the B-OS district.

- ~~(1.)~~ ~~[Use parameters.] All uses shall be conducted within the confines of a building or within an enclosure which screens any outdoor storage of materials from the view of adjoining residential streets or residential properties. A chainlink or decorative fence of sufficient density (1-1/4" x 1-1/4") to keep discarded debris within the confines of a site shall be provided for uses which are likely to have debris.~~
- (1.) Area and bulk requirements. See article V, schedule of regulations, [of the zoning ordinance] limiting the height and bulk of buildings, the minimum size of lot by permitted land use, and providing minimum yard setback requirements.
- (2.) Drive-through operations. All permitted uses with a drive-through operation must meet the off-street parking and stacking standards for a drive-through as stated under [section] 1.0902.
- (3.) Exterior Lighting. All exterior lighting shall be directed along exterior building walls and away from residential property.
- (4.) Performance standards.
 - a. Fire and explosion hazards. All activities shall be carried on only in buildings conforming to the city building code. The operation shall be carried on in a manner required by the city fire prevention code and with any precautions so as to produce no explosion hazard, as determined by the state department of labor, to a use on an adjacent property. Flammable liquids or explosive chemicals or materials, other than fuels used for heating, shall be stored in a separate building or tank, provided the building or tank is not closer than 80 feet to any building occupied by more than one human or closer than 40 feet to any property line.
 - b. Smoke, fumes, gasses, dust, odors. There shall be no emission of any smoke, atomic radiation, fumes, gas, dust, odors, or any other atmospheric pollutant which will disseminate beyond the boundaries of the lot occupied by the use in a manner so to create a public nuisance, cause damage or inconvenience to other buildings or properties, or imperil the health of animals or humans.
 - c. Liquid or solid waste. All methods of sewage and industrial waste treatment and disposal shall meet all City, state, and federal requirements.
 - d. Vibration. There shall be no vibration which is discernable to the human sense of feeling beyond the immediate site on which the use is conducted.

- e. Noise. The emission of measurable noises from the premises shall not exceed 70 decibels as measured at the property lines, between the hours of 7:00 a.m. to 7:00 p.m. The measurable noises shall not exceed 60 decibels as measured at the property lines between 7:00 p.m. and 7:00 a.m. Where normal street traffic noises exceed the established noise levels during such periods, the measurable noise emanating from the premises may equal, but not exceed traffic noises.
- f. Glare. There shall be no direct or sky-reflected glare which would be damaging to the human eye at the property line of the lot occupied by the use. This regulation shall not apply to lights for site or street.
- g. Appearance. No storage of waste from off-site outside a building, and no loose blowing papers shall be permitted at any time. A chain-link or decorative fence of sufficient density (1-1/4" x 1-1/4") to keep discarded debris within the confines of a site shall be provided for uses which are likely to have debris.
- (5.) Screening of trash receptacles. All areas of trash storage, including dumpsters, shall be screened on all sides with a durable, opaque material, at a minimum height of one (1) foot above the trash receptacle. The maximum height of the screening shall not exceed eight (8) feet and shall not be located in front of the building or within the side yard setback.
- (6.) Screening of residential uses. A solid fence of wood, vinyl, composite or metal screening six to eight feet in height, or a solid planting strip 15 feet in width and six feet in height at planting shall be placed when abutting a residential use to restrict view from the residential property.
- (7.) Shipping and deliveries. All shipping and deliveries to and from the above shall occur between the hours of 7:00 a.m. and 7:00 p.m.
- ~~(2-)~~(8.) Site plan review. Site plan review and approval must be obtained for all new construction in accordance with the provisions of article XII [of this zoning ordinance].
- ~~(3-)~~(9.) Use parameters. All uses shall be conducted within the confines of a building.

1.0202 Specific Terms

Industrial, Light: The indoor manufacturing of finished products or parts, including processing, fabrication, assembly and disassembly, treatment, and packaging of such products, and incidental storage, sales and distribution of such products, which produces minimal noise, odors, vibration, hazardous waste materials, or particulate that will not disturb or endanger neighboring properties. All other industrial uses shall be considered heavy industrial.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

STP

DA

Control Section	HSIP 78000
Job Number	211919CON
Project	22A0460
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5165

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF STURGIS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Sturgis, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 24, 2022, attached hereto and made a part hereof:

Roundabout construction work at the intersection of East Lafayette Road and North Franks Avenue, including hot mix asphalt paving, concrete paving, concrete sidewalk and sidewalk ramp, and permanent pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY SAFETY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$488,112, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL

324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF STURGIS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



March 24, 2022

EXHIBIT I

CONTROL SECTION	HSIP 78000
JOB NUMBER	211919CON
PROJECT	22A0460

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$571,001.50
GRAND TOTAL ESTIMATED COST	\$571,001.50

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$571,001.50
Less Federal Funds*	<u>\$456,801.20</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$114,200.30

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E

MITYLITE[®]

DURABLE LIGHTWEIGHT TABLES

ABS Rectangle



MityLite sets the market standard for durability with our lightweight **ABS Folding Tables**. Proprietary construction ensures edge and corner strength while the table surface provides moderate heat shielding. MityLite's ABS tables are perfect for high-use, high-turn areas, and provide years of reliable service. Available in a multitude of sizes, shapes, textures, and color options.*

PRODUCT FEATURES

- 1** Supports more than 2,000 lbs (907kgs)
- 2** Durable, lightweight design
- 3** Variety of leg options available
- 4** Moderate heat shield subsurface
- 5** Stain-resistant tabletop wipes clean
- 6** Durable edge bumper reinforces table strength
- 7** Table legs fold for easy handling & storage
- 8** Non-marring glides



ABS TABLETOP COLOR OPTIONS

STANDARD TEXTURED TABLETOP FINISHES



STANDARD SMOOTH TABLETOP FINISHES

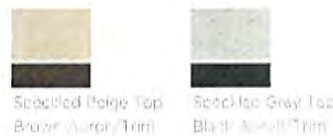


Note: SMOOTH (Beige and Gray) is available in a limited quantity.

STANDARD APRON/TRIM COLORS



STANDARD MULTICOLOR COMBINATIONS



STANDARD MULTICOLOR COMBINATIONS



Speckled Gray/Gray/Gray

**These tables are not recommended for longterm outdoor use.*

TABLE TOP

The surface is formed from high impact ABS plastic and is permanently bonded to the internal wood laminate core. A variety of smooth and textured finishes are available.

TABLE EDGE

The ABS plastic is bonded to the entire interior of the perimeter of the table. A finished bumper is chemically welded to exterior perimeter of the table. The bumper resists moisture and reinforces the top and bottom of the ABS shells.



CORNERS

All corners utilize an external corner-reinforcing component, which fits tightly between the ends of the wood perimeter members. The corner is specially designed for shock absorption.

TABLE LEGS

The reinforced wishbone legs are constructed from powdered-coated steel and are welded to the cross and top bars. The legs come in sizes 29 in to 30 in with nylon or steel closures for floor protection. The legs fold and lock with a gravity-operated steel ring. The folding mechanism consists of two Z-bars and a U-channel.



UNDERSURFACE

The bottom of table is formed from high-impact ABS plastic and is permanently bonded to the internal wood laminate core and hard wood.



INTERNAL WOOD CORE

A .10 in-.014 in [2.5mm - 3.6mm] thick wood laminate layer is permanently bonded to both the top and bottom of the ABS plastic. The laminate core keeps the table flat and provides a moderate heat shield.



WOOD FRAME

An internal hardwood frame is constructed of runners and cross members for additional strength, stability, and performance. The amount of wood varies depending on the size of the table.



LEG ASSEMBLY

The legs are mounted to the members of the internal wood frame using steel clamps. The clamps, folding mechanism, and brackets are secured into inT-Nut in type of fasteners. T-Nut fasteners are pressed into the frame and they have anti-spin prongs.



EXTREME EDGE OPTION

The extruded aluminum edge reinforcement option provides added strength and impact resistance. It's perfect for rough setup crews and high-use/ high-turn environments.



MODESTY PANEL

An optional modesty panel can be added to ABS 72 inch and 96 inch rectangle tables. Talk to your sales representative for details.

AVAILABLE DIMENSIONS

AVAILABLE WIDTHS	AVAILABLE LENGTHS	HEIGHT
18 in (46 cm)**	30 in (76 cm)	29 in (73 cm)
24 in (61 cm)**	36 in (91 cm)*	29 in (73 cm)
30 in (76 cm)	48 in (122 cm)	29 in (73 cm)
36 in (91 cm)	60 in (152 cm)	29 in (73 cm)
36 in (91 cm)	72 in (183 cm)	29 in (73 cm)
36 in (91 cm)	96 in (244 cm)	29 in (73 cm)

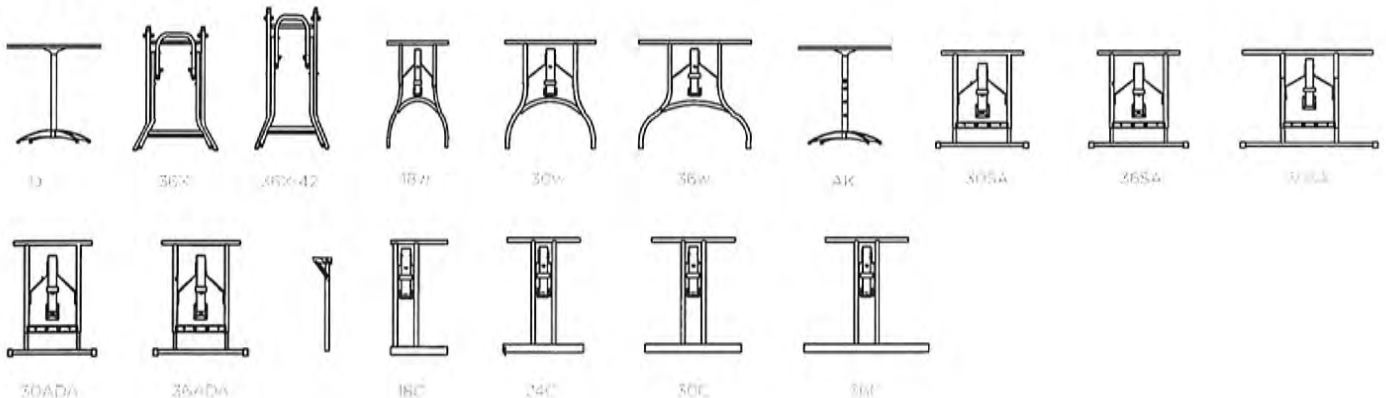
*Only available in 36-inch wide, (36 in x 36 in)

**Not compatible with 30-inch long tables

SPECIFICATIONS

WIDTH	LENGTH	HEIGHT	WEIGHT
36 in (91 cm)	96 in (244 cm)	29 in (73 cm)	61 lbs (28 kg)
36 in (91 cm)	72 in (183 cm)	29 in (73 cm)	49 lbs (22 kg)
36 in (91 cm)	36 in (91 cm)	29 in (73 cm)	31 lbs (14 kg)
30 in (76 cm)	96 in (244 cm)	29 in (73 cm)	49 lbs (22 kg)
30 in (76 cm)	72 in (183 cm)	29 in (73 cm)	41 lbs (19 kg)
30 in (76 cm)	60 in (152 cm)	29 in (73 cm)	40 lbs (18 kg)
30 in (76 cm)	48 in (122 cm)	29 in (73 cm)	35 lbs (16 kg)
30 in (76 cm)	30 in (76 cm)	29 in (73 cm)	26 lbs (12 kg)
24 in (61 cm)	96 in (244 cm)	29 in (73 cm)	47 lbs (21 kg)
24 in (61 cm)	72 in (183 cm)	29 in (73 cm)	38 lbs (17 kg)
24 in (61 cm)	60 in (152 cm)	29 in (73 cm)	37 lbs (17 kg)
24 in (61 cm)	48 in (122 cm)	29 in (73 cm)	30 lbs (14 kg)
18 in (46 cm)	96 in (244 cm)	29 in (73 cm)	37 lbs (17 kg)
18 in (46 cm)	72 in (183 cm)	29 in (73 cm)	33 lbs (15 kg)
18 in (46 cm)	60 in (152 cm)	29 in (73 cm)	31 lbs (15 kg)

LEG OPTIONS



CARTS

Our space-saving, easy-rolling XpressPort® carts and Mitylite Carts are the perfect partners to get your ABS tables where they need to go quickly while also protecting the finish.



XPRESSPORT SPACE SAVER
HOLDS 10 TABLES



XPRESSPORT SLANT STACK
HOLDS 18 TO 36 TABLES



RT CART FLAT
HOLDS 10 TO 20 TABLES



RT CART UPRIGHT
HOLDS 7 TABLES



**REVEAL
TABLE EDGE CART**
HOLDS 6 TO 10 TABLES



**RT CART
DOUBLE CAPACITY**
HOLDS 20 TABLES



**REVEAL
HIGH-CAPACITY CART**
HOLDS 16 TO 36 TABLES



4X-BASE-STACKING
REQUIRED FOR RT & CT
STACKING CARTS
(UP TO 7 HIGH)



MITYLITE[®]

DURABLE LIGHTWEIGHT TABLES

ABS ROUND





The proprietary edge construction of the MityLite ABS Round Table is three times more durable than leading competitors. A wide variety of round and specialty sizes are available for space-saving setups or unique configurations. MityLite ABS tables are perfect for high-use, high-turn areas and provide years of reliable service.*

PRODUCT FEATURES

- 1** Supports more than 2,000 lbs (907kgs)
- 2** Durable, lightweight design
- 3** Variety of leg options available
- 4** Moderate heat shield subsurface
- 5** Stain-resistant tabletop wipes clean
- 6** MITY-EDGE™ is 3X more durable than competitors
- 7** Table legs fold for easy handling & storage
- 8** Non-marring glides



ABS TABLETOP COLOR OPTIONS

TEXTURED TABLETOP FINISHES



SMOOTH TABLETOP FINISHES (CUSTOM)



Note: SMOOTH Finish is an additional charge.

LEG FINISH OPTIONS



ABS Round & Specialty Tables



*These tables are not recommended for longterm outdoor use.



TABLE TOP

Surface is formed from high-impact ABS plastic and is permanently bonded to the internal wood laminate core. A variety of smooth and textured finishes are available.

TABLE EDGE

Round tables are equipped with Mity-Edge, which lasts 3X longer than leading competitors'. It is made of ABS plastic and is bonded to the entire interior perimeter of the table. A finished bumper is also chemically welded to the exterior perimeter of the table, creating a moisture-resistant barrier. This bumper also accepts standard skirting clips.



TABLE LEGS

Reinforced wishbone legs are welded to the cross and top bars. Legs are 29-inch to 30-inch with nylon or steel closures for floor protection. Legs fold and lock with a gravity-operated steel ring. Folding mechanism consists of 2 Z-bars and a U-channel.

FRAME

Frame & legs are constructed of steel. Steel is powdered coated to increase durability & is scratch resistant.



UNDERSURFACE

Bottom of table is formed from high-impact ABS plastic and is permanently bonded to the internal wood laminate core and hard wood frame. (Gray undersurface shown.)



INTERNAL WOOD CORE

A 0.10-inch to 0.14-inch [2.5 mm - 3.6 mm] thick wood laminate layer is permanently bonded to both top and bottom ABS plastic. Laminate core keeps table flat and provides a moderate heat shield.



WOOD FRAME

An internal hardwood frame is constructed of runners and cross members for additional strength, stability, and performance. The amount of wood varies depending on the size of the table.



LEG ASSEMBLY

Leg assemblies are mounted to the internal wood frame using steel clamps. Clamps, folding mechanism, and brackets are secured into inT-Nut in type fasteners. inT-Nut in fasteners are pressed into frame and have anti-spin prongs.



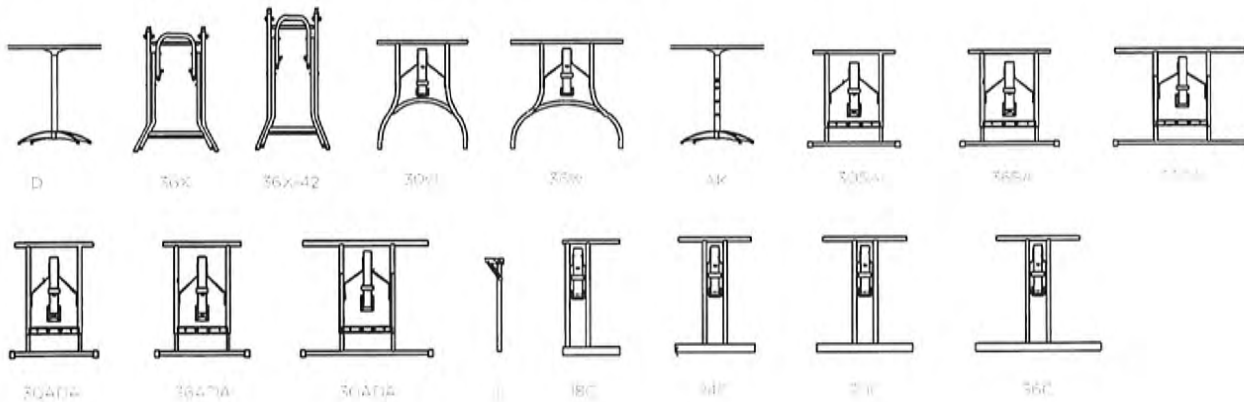
AVAILABLE DIMENSIONS

DIAMETERS
24 in (61 cm)
30 in (76 cm)
36 in (91 cm)
42 in (107 cm)
48 in (122 cm)
66 in (168 cm)
72 in (183 cm)

SPECIFICATIONS

DIAMETER	HEIGHT	WEIGHT
72 in (183 cm) Round	29 in (73 cm)	81 lbs (37 kg)
66 in (168 cm) Round	29 in (73 cm)	71 lbs (32 kg)
60 in (152 cm) Round	29 in (73 cm)	59 lbs (27 kg)
48 in (122 cm) Round	29 in (73 cm)	41 lbs (19 kg)
48 in (122 cm) Plycore Round	29 in (73 cm)	48 lbs (22 kg)
42 in (107 cm) Plycore	29 in (73 cm)	45 lbs (21 kg)
36 in (91 cm) Plycore	29 in (73 cm)	26 lbs (12 kg)
30 in (76 cm) Plycore	29 in (73 cm)	24 lbs (11 kg)
24 in (61 cm) Plycore	29 in (73 cm)	15 lbs (7 kg)

LEG OPTIONS





CARTS

Our lightweight, easy-rolling XpressPort carts or Mitylite Carts are the perfect partners to get our ABSI tables where they need to go quickly and extend the life of the table.



XPRESSPORT 31 IN WIDE CART
HOLDS 8 TABLES

XPRESSPORT 38 IN WIDE CART
HOLDS 10 TABLES



CT CART STACKING**
HOLDS 10 TABLES



CT CART EDGE NARROW
HOLDS 8 TABLES

CT CART EDGE WIDE
HOLDS 12 TABLES



CT CART SMALL
HOLDS (20" 24" 30" 36" BL 36" IN TABLES)



CT CART X-LEG
HOLDS 8 TABLES



****X-BASE-STACKING**
REQUIRES 400 C-1
WALKER PARTS
(UP TO 3 HIGH)



CT/RT CART 12 KNOCK-DOWN
HOLDS 12 TABLES



CT/RT CART 24 KNOCK-DOWN
HOLDS 24 TABLES

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPort

Created On: 2/17/2022

Sales Quote Number: SQ25337

Mity Customer Number: C1306940

Page: 1 Of 3

Deposit required. Amount subject to credit approval.

This quote contains generic items for budget purposes.

The product details must be completed prior to your order being placed.

Bill To:	Sell To:	Ship To:
City of Sturgis Parks & Rec 310 N. FRANKS AVE. STURGIS, MI 49091 United States	City of Sturgis Parks & Rec Dan Root 310 N. FRANKS AVE. STURGIS, MI 49091 United States	City of Sturgis Parks & Rec 310 N. FRANKS AVE. STURGIS, MI 49091 United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid		Scott Bean

Item No.	Description	UOM	QTY	Unit Price	Total Price
RT3096BLK0200060000	RT 3096 BLK W29BLK ABS RECTANGLE TABLE 30" X 96" Top: Black Bottom: Black Trim ABS Black Leg: Wishbone Leg/Base Color: Black Sand Height: 29in. Tall	Each	30	\$265.00	\$7,950.00
CRT3096DCBLK2	CART;HOLDS 3096 RECT TBL;DOUBLE CAPACITY;BLK FRAME;6 NON MARRING 5" CASTERS	Each	1		
CT60BLK0200060000	CT 60 BLK W29BLK ABS ROUND TABLE 60" Top: Black Bottom: Black Trim ABS Black Leg: Wishbone	Each	35	\$332.00	\$11,620.00
				Subtotal	\$30,372.00
				Sales Tax	\$0.00
THANK YOU FOR CHOOSING MITY!				Quote Total	<u>\$30,372.00</u>

Signature: _____

Date: _____

* **NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.**
* **Customer is responsible for offloading order at delivery time unless otherwise prearranged.**

***Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.**

* Mity, Inc. charges a 3% processing fee for all credit card payments.



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPort

Created On: 2/17/2022

Sales Quote Number: SQ25337

Mity Customer Number: C1306940

Page: 2 Of 3

Deposit required. Amount subject to credit approval.

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Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid		Scott Bean

Item No.	Description	UOM	QTY	Unit Price	Total Price
CRTCT42-72BLK26	Leg/Base Color: Black Sand Height: 29in. Tall CART;HOLDS 42" - 72" CIRCULAR TABLE;EDGE;BLK FRAME;NON-MARRING 6" CASTERS;WIDE	Each	1		
RT3636BLK0211060000	CART;HOLDS 42" - 72" CIRCULAR TABLE;EDGE;BLK FRAME;NON-MARRING 6" CASTERS;WIDE RT 3636 BLK L29BLK ABS RECTANGLE TABLE 36" X 36" SLAB Top: Black Bottom: Black Trim ABS Black Leg: Post Leg/Base Color: Black Sand Height: 29in. Tall	Each	25	\$287.00	\$7,175.00
ABSSKRTCLP	ABS TABLE SKIRTING CLIPS BAG (200 pcs)	Each	2	\$50.00	\$100.00
				Subtotal	\$30,372.00
				Sales Tax	\$0.00
				Quote Total	<u>\$30,372.00</u>

THANK YOU FOR CHOOSING MITY!

Signature:

Date:

*** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.
* Customer is responsible for offloading order at delivery time unless otherwise prearranged.**

***Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.**

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QUOTE ACKNOWLEDGEMENT

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MITYLITE

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XpressPort

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Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid		Scott Bean

Item No.	Description	UOM	QTY	Unit Price	Total Price
	Freight Estimate (W/Lift Gate) NOTE: Lift Gate Required		1	\$3,527.00	\$3,527.00

THANK YOU FOR CHOOSING MITY!

Subtotal	\$30,372.00
Sales Tax	\$0.00
Quote Total	<u>\$30,372.00</u>

Signature: _____

Date: _____

* NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.
* Customer is responsible for offloading order at delivery time unless otherwise prearranged.

*Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.

* Mity, Inc. charges a 3% processing fee for all credit card payments.



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

Furniture, Finishes & Equipment



Phone: (800) 632-4572 | Fax: (269) 795-1189

12/22/2021

TK120181

Quote

To: Sturges-Young Civic Ctr #1526
 Sheila Bolda
 201 N Nottawa Street
 Sturgis, MI 49091
 912-224-6513 (Contact)
 sbolda@sturgismi.gov

From: HPS
 Tracy Keeler
 3275 N M-37 Highway
 Middleville, MI 49333-0247
 (800)632-4572 3313 (Contact)
 tkeeler@hpsnet.com

Project: Sturges-Young Civic Ctr #1526

Item	Qty	Description	Sell	Sell Total
1	35 ea	FOLDING TABLE MityLite CT-60 <i>592</i> ABS Round Folding Tables - 60" dia, high-impact ABS plastic top permanently bonded to the internal wood core, Mity-Edge is bonded to the entire perimeter of the table with a finished bumper chemically welded to the perimeter of the table, reinforced wishbone legs are welded to the cross and top bars, frame is powder coated steel.	\$372.00	\$13,020.00
2	30 ea	FOLDING TABLE Mity-Lite RT-3096 ABS Rectangular Folding Tables - 30" x 96", high-impact ABS plastic top permanently bonded to the internal wood core, Mity-Edge is bonded to the entire perimeter of the table with a finished bumper chemically welded to the perimeter of the table, reinforced wishbone legs are welded to the cross and top bars, frame is powder coated steel.	\$300.00	\$9,000.00
3	25 ea	FOLDING TABLE MityLite RT-3636 ABS Square Folding Tables - 36" x 36", high-impact ABS plastic top permanently bonded to the internal wood core, Mity-Edge is bonded to the entire perimeter of the table with a finished bumper chemically welded to the perimeter of the table.	\$284.00	\$7,100.00
	25 ea	Post Leg		
	25 ea	29"H is standard height. 30"H also available.		
4	200 ea	CLIPS MityLite 113316 Skirting Clip 3/4" Velcro	\$0.30	\$60.00

Item	Qty	Description	Sell	Sell Total
5	1 ea	Freight Charges FRT Approx. Freight Charges with a lift gate delivery.	\$2,300.00	\$2,300.00
Total				\$31,480.00

Thank you for the opportunity to quote the above item(s). If you have any questions, would like more information or would like to place an order, please call me at the HPS office.

Freight estimates must be considered approximate guidelines only.

CAREFULLY INSPECT YOUR SHIPMENT. ENSURE ALL ITEMS ARE ACCOUNTED FOR AND HAVE NO DAMAGE. When your shipment arrives, it is very important that it be completely inspected before anyone signs the delivery receipt. If any damage is discovered, it must be noted on the delivery receipt. Do not let anyone, even the driver, rush you through your inspections. In the event that there is freight damage, it is crucial that this be noted on the delivery receipt, or any resultant claim will be denied.

NOTE: Invoices paid with credit card are subject to a 3% processing fee.

PRICE INCREASES / AVAILABILITY / LEAD TIMES

This quote is based upon the manufacturer's current published price list.

Freight delays and/or periodic shortages of raw materials and parts due to the worldwide pandemic may result in extended lead times and increased cost after your order is placed, which is out of our control.

HPS cannot be held responsible for any manufacturer cost increases or production delays to orders. We will communicate with you as soon as we are notified should any changes occur.

Acceptance: _____ Date: _____
 Printed Name: _____

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10F



TO: Michael L. Hughes, City Manager
 FROM: Holly Keyser, City Controller
 SUBJECT: 2021-2022 Proposed Budget Amendment
 DATE: April 19, 2022

In accordance with the Uniform Budgeting and Accounting Act, the following governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures anticipated in the 2021-2022 fiscal year, as compared to those originally estimated in the 2021-2022 approved budgets as previously amended.

	Original Budget	Amendment 1 12.20.21	Amendment 2 2.9.22	Amendment 3 4.27.22	Proposed Budget
General Fund - 101					
Property Taxes	\$2,654,370				\$2,654,370
Payment in Lieu of Taxes	\$2,655,690				\$2,655,690
Federal Sources	\$0				\$0
State Sources	\$2,777,400				\$2,777,400
Licenses & Permits	\$60,000				\$60,000
Charges for Services	\$220,500				\$220,500
Fines and Fees	\$33,000				\$33,000
Interest Income	\$80,000				\$80,000
Other Revenue	\$173,180				\$173,180
Administrative Reimbursement	\$1,113,600				\$1,113,600
Total Revenue	\$9,767,740	\$0	\$0	\$0	\$9,767,740
General Government	\$1,587,726			\$37,000	\$1,587,726
Police and Fire	\$4,708,712				\$4,708,712
Community Development	\$240,918			\$200,000	\$440,918
Public Works	\$638,220				\$638,220
Health and Welfare	\$57,000				\$57,000
Recreation and Culture	\$649,952				\$649,952
Debt Service	\$19,040				\$19,040
Capital Outlay	\$705,500		\$7,350		\$712,850
Contributions to Other Funds	\$1,626,760	\$192,960			\$1,819,720
Total Expenditures	\$10,233,828	\$192,960	\$7,350	\$237,000	\$10,671,138
Change in Fund Balance	(\$466,088)	(\$192,960)	(\$7,350)	(\$237,000)	(\$903,398)
Beginning Fund Balance	\$2,899,146	\$2,433,058	\$2,240,098	\$2,232,748	\$2,899,146
Projected Ending Fund Balance	\$2,433,058	\$2,240,098	\$2,232,748	\$1,995,748	\$1,995,748

The General Fund budgeted expenditures were modified due to the following:

Contribution to the DDA	\$ 200,000
Compensation Study Services	\$ 37,000

Summary of Budget Amendments for FY2022:

Original Budgeted Expenditures in the General Fund		\$ 10,233,828
Amendment 1-12.20.21 to add contribution to Ambulance Fund	\$ 192,960	\$ 10,426,788
Amendment 2-2.22.22 for Spence Storage Barn	\$ 7,350	\$ 10,434,138
Amendment 3-4.27.22 for DDA Grant/Comp Study	\$ 237,000	\$ 10,671,138



TO: Michael L. Hughes, City Manager
 FROM: Holly Keyser, City Controller
 SUBJECT: 2021-2022 Proposed Budget Amendment
 DATE: April 19, 2022

In accordance with the Uniform Budgeting and Accounting Act, the following governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures anticipated in the 2021-2022 fiscal year, as compared to those originally estimated in the 2021-2022 approved budgets as previously amended.

	Original Budget	Amendment 1 04.27.22		Amendment 1 04.27.22	Proposed Budget
Fund -201 Street Repair					
Revenue	-	-	-	-	-
Expenditures	-	-	-	267,505	267,505
Contribution from General Fund	-	-	-	-	-
Contribution to Street and Sidewalk Fund	(66,291)	-	-	66,291	-
Change in Fund Balance	(66,291)	-	-	(201,214)	(267,505)
Beginning Fund Balance	66,291	-	-	201,214	267,505
Projected Ending Fund Balance	-	-	-	-	-

The Street Repair Fund beginning fund balance is updated to the actual. The expenditures are increased for the Vinewood/Congress project carryover from FY21 as well as the N. Franks Roundabout Design and Utility Extension Design budgeted in FY21 but to be completed in FY22.

	Original Budget			Amendment 1 04.27.22	Proposed Budget
Fund -204 Street and Sidewalk Improvement Fund					
Revenue	956,600			-	956,600
Expenditures	764,082			195,000	959,082
Contribution from General Fund	-			-	-
Contribution to Street and Sidewalk Fund	66,291			(66,291)	-
Change in Fund Balance	258,809			(261,291)	(2,482)
Beginning Fund Balance	1,072,065			195,069	1,267,134
Projected Ending Fund Balance	1,330,874			1,264,652	1,264,652

The Street and Sidewalk Improvement Fund beginning fund balance is updated to the actual. Expenditures are increased to reflect the carryover of the W. Congress Phase I project. The contribution from the Street Repair Fund is eliminated pending completion of various street projects.

	Original Budget			Amendment 1 04.27.22	Proposed Budget
Fund -231 Airport					
Revenue	119,005			-	119,005
Expenditures	288,516			228,950	517,466
Contribution from General Fund	90,000			-	90,000
Contribution from Capital Reserve Fund	80,000			-	80,000
Change in Fund Balance	489			(228,950)	(228,461)
Beginning Fund Balance	45,628			231,520	277,148
Projected Ending Fund Balance	46,117			48,687	48,687

The Airport Fund beginning fund balance is updated to the actual. The expenditures are increased for the 100LL fuel tank project carryover from FY21 to be completed in FY22.

	Original Budget	Amendment 1 01.19.22	Amendment 2 02.09.22	Amendment 3 04.27.22	Proposed Budget
Fund -265					
Revenue	478,900	-	-	-	478,900
Expenditures	748,725	32,172	9,600	100,000	890,497
Contribution from General Fund	59,040	-	-	-	59,040
Contribution from Capital Reserve Fund	200,000	32,172	-	-	232,172
Change in Fund Balance	(10,785)	-	(9,600)	(100,000)	(120,385)
Beginning Fund Balance	30,678	19,893	19,893	90,132	120,810
Projected Ending Fund Balance	19,893	19,893	10,293	425	425

The Doyle Community Center Fund expenditures are increased for the men's locker room project budgeted in FY21 but completed in FY22.



CITY OF Sturgis

MICHIGAN

TO: Sturgis City Commission
 FROM: Holly Keyser, City Controller
 SUBJECT: 2021-2022 Proposed Budget Amendments
 DATE: April 4, 2022

In accordance with the Uniform Budgeting and Accounting Act, the following governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures anticipated in the 2021-2022 fiscal year, as compared to those originally estimated in the 2021-2022 approved budgets as previously amended.

	Original Budget	Amendment 1 2.2.2022	Amendment 2 4.6.2022	Proposed Budget
214 Downtown Development Authority				
Revenue	97,757	3,850	396,646	498,253
Expenditures	107,014	6,010	404,500	517,524
Change in Fund Balance	(9,257)	(2,160)	(7,854)	(19,271)
Beginning Fund Balance	73,706	64,449	62,289	73,706
Projected Ending Fund Balance	64,449	62,289	54,435	54,435

The Downtown Development Fund budgeted revenue was changed due to the following:

Estimated decrease in TIFA capture	(3,354.00)
Proceeds from Internal Loan from City Electric Fund	200,000.00
Contribution from the City General Fund	200,000.00

The Downtown Development Fund budgeted expenditures were modified due to the following:

Professional Services Update DDA Plan	4,500.00
Economic Development for Root and Branch	400,000.00