



AGENDA
CITY COMMISSION MEETING
MONDAY, DECEMBER 19, 2022
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
 - A. Action of Minutes of Previous Meetings
 - **APPROVE the minutes from the December 12, 2022 regular meeting as presented.**
 - B. Stapleton Industrial Park Streets Construction Engineering
 - **APPROVE Task Order #102b with Fleis and VandenBrink Engineering, Inc. for construction phase services on the Stapleton Industrial Park Streets project in the amount of twenty-eight thousand, eight hundred (\$28,800.00) and APPROVE a materials testing budget of one thousand dollars (\$1,000.00) for the project.**
 - C. 2023 City Commission Meeting Dates
 - **APPROVE the 2023 Commission Meeting schedule as presented.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. Cemetery Rules Monument Height Amendment – Anthony VanNest
 - B. Cemetery Board Appointments – Kenneth Rhodes
 - C. Sturges-Young Center for the Arts Sign – Daniel Root
 - D. City Manager Hiring Process – Michael Hughes
 - E. Interim City Manager Contract – TJ Reed
 - F. Management Transition Consulting Agreement – TJ Reed
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – Union Negotiations
13. ADJOURN

Manager's Report

DECEMBER 19, 2022



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Michael L. Hughes
City Manager

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for December 19, 2022 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the December 12, 2022 regular meeting as presented.

8B. Stapleton Industrial Park Streets Construction Engineering

On November 16, 2022 the City awarded the contract for Stapleton Industrial Park Streets Improvement project to Thompson Construction. The work includes roadway improvements to Haines Boulevard and Peterson Circle. The City of Sturgis received a Transportation Economic Development (TED) Category A grant of \$307,277.00 in conjunction with the Heartland RV manufacturing site development in the Stapleton Industrial Park to assist in funding the project.

Included in your packet is Task Order #102b from Fleis and VandenBrink Engineering, Inc. to provide construction oversight and contract administration during the project, which is anticipated to begin in late April. The cost of the task order is \$28,800.00, and will be paid out of the Local Street Fund. In addition to the task order, staff is recommending a \$1,000.00 budget for materials testing on the project. These testing services would be billed by a separate contractor directly to the City. A cost breakdown spreadsheet is included in your packet.

Consent Agenda Motion:

APPROVE Task Order #102b with Fleis and VandenBrink Engineering, Inc. for construction phase services on the Stapleton Industrial Park Streets project in the amount of twenty-eight thousand, eight hundred dollars (\$28,800.00) and APPROVE a materials testing budget of one thousand dollars (\$1,000.00) for the project.

Included in your packet:

1. Task Order 102b
2. Stapleton Industrial Park Streets Budget and Cost Spreadsheet

8C. 2023 City Commission Meeting Dates

Included in your packet is a memo from Clerk/Treasurer Ken Rhodes regarding the City Commission meeting schedule for 2023. The City is required to publish the regular meeting schedule in the paper at the beginning of each year.

Consent Agenda Motion:

APPROVE the 2023 Commission Meeting schedule as presented.

Included in your packet:

1. Commission Meeting Date Memo

10. New Business

A. Cemetery Rules Monument Height Amendment

Staff: Anthony VanNest

At the December 6th Cemetery Board meeting, staff proposed increasing the allowable height of monuments from 42" to 48". Monument companies report an increase in requests for the 48" monuments, which at this time require approval from the Cemetery Board. With the Cemetery Board meeting quarterly, this process is causing some delays for monuments, which already have extended lead times. There have been two monuments over the 42" maximum height this year that required the approval of the Cemetery Board to be placed in Oak Lawn Cemetery. The Cemetery Board recommends amending the monument height from 42" to 48".

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY an amendment to the Rules and Regulations for Oak Lawn Cemetery increasing the maximum monument height from 42" to 48" as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Cemetery Rules and Regulations - Redlined

10. New Business

B. Cemetery Board Appointments

Staff: Kenneth Rhodes

At the last Doyle Board meeting, four members expressed a willingness to serve on the Cemetery Board. In order of their preference, those members are Jeff Mullins, Mary Bogart, Craig Casault and Terra Draper. Ms. Bogart also expressed a willingness to serve as the Cemetery Board Secretary, as she performs the same duties on the Doyle Board. There are currently two vacancies on the Cemetery Board.

Proposed Motion:

Move that the Sturgis City Commission APPOINT _____ and _____ to the Cemetery Board through May 2024 and May 2027 respectively.

10. New Business

C. Sturges-Young Center for the Arts Sign

Staff: Daniel Root

The current ground sign at the Sturges-Young Center for the Arts (SYCA) has been in place for several decades and has exceeded its useful life. For several years staff have made repairs to the structure of the current sign to allow for safe operation and changing of the information on the sign. The electronics providing the back-lighting in the sign have not been functional for several years. The masonry and foundation of the sign are also deteriorating and beyond repair.

Replacement of the sign has been included in the current fiscal year capital improvement budget. The new proposed sign would consist of two parts: first, an electronic full color LED message board sign that would be three feet tall and eight feet wide and second, a name placard with the logo and name of the facility above or below the LED sign. Replacement of the sign would require complete demolition of the existing sign and masonry with the new sign being placed in the same location. A new sign foundation and masonry are planned as part of the new sign installation. The new sign would be slightly smaller than the existing sign, but much more visible; in addition it would provide significant improvements in functionality for the SYCA.

Staff reached out to several sign vendors requesting information about the features and benefits of their LED message boards. Staff received several options to look over with price quotes for each. A spreadsheet summarizing this information is included in your packet.

The majority of the quotes were for one-sided electronic message boards sized approximately four-foot-by-eight-foot. One vendor quoted only the LED sign cost, without installation. Another quoted sign and installation but no other work; the final company quoted sign, installation, demolition, electrical, and masonry together. Staff has estimated that if done separately, electrical costs to be approximately \$3,000.00, demolition costs to be approximately \$1,500.00, and masonry costs to be approximately \$5,000.00. To provide a fair comparison for

the company that did not include installation, staff estimates \$4,500.00 for installation based on the cost for installation in the other two quotes.

After reviewing quotes, staff is recommending the use of Miller Signs of LaGrange, IN. Miller offers the signage and installation, but does not include the other work items in their quotes. One area of differentiation with Miller Signs is the LED size. Smaller LED sizes indicate displays that provide greater detail and clarity. Original information provided by Miller included a 9mm LED size; this was a middle ground between the 10mm and 8mm signs offered by other vendors. However, Miller Signs also notified City Staff that the manufacturer Cirrus is offering a 6mm LED sign for the same price as the 9mm unit for the rest of the month of December. The cost difference would normally be an additional \$6,000.00 for the 6mm unit.

Miller Signs has partnered with the City on design, installation and service for most of the new signage around the City for several years. Miller provided staff with references where similar signs could be seen working. City Staff and SYCA board members visited the sites to view working signs.

The final recommended quote from Miller Signs is for a three-foot-by-eight-foot electronic message display sign with 6mm LED size; the overall sign (electronic message board and name placard) would be four-foot-by-eight-foot. This overall sign size meets zoning regulations for the Central Business district. The price quoted for this sign is \$22,310.00. Additional work for demolition, masonry, and electrical is estimated not-to-exceed \$9,500.00. Staff is also recommending a contingency budget of \$1,690.00. This brings the total project cost to an amount not-to-exceed \$33,500.00. The final details and costs are being estimated and worked out so that the installation can proceed when the weather conditions improve.

The capital budget includes \$85,000.00 for this sign replacement; based on the not-to-exceed cost the project would be \$51,500.00 under budget.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the quote from Miller Signs for a four-by-eight foot monument sign for the Sturges-Young Center for the Arts in the amount of twenty-two thousand, three hundred and ten dollars (\$22,310.00).

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a budget not-to-exceed eleven thousand, one hundred and ninety dollars (\$11,190.00) for demolition, masonry, electrical and contingency for the Sturges-Young Center for the Arts sign.

Staff Recommendation:

APPROVE and APPROVE

Included in your packet:

1. SYCA Sign Quote Comparison
2. Miller Sign Quote and Concept
3. SignArt Quote
4. Guthman Quotes

10. New Business

D. City Manager Hiring Process

Staff: Michael Hughes

I developed a proposed timeline for hiring the next city manager. Keep in mind that this is simply a guideline and depends on many variables that may change. I identified a potential second interview and “meet and greet” event that are of course optional and may depend on how many candidates are selected for interviews. Other factors like contract negotiations and current residence of the selected candidate will impact the start date. I used a previous job advertisement that the City used for hiring the city manager position to develop the job advertisement in the memo. I simply updated the information and modified the format. Lastly, I included the salary pay range recently developed in the compensation study.

Included in your packet:

1. City Manager Hiring Process Information Memo

10. New Business

E. Interim City Manager Contract

Staff: TJ Reed

At the December 12th City Commission meeting, the Commission acted to approve appointment of Assistant City Manager Andrew Kuk as Interim City Manager and directed TJ Reed from the City Attorney's Office to work with the Mayor on a contract for that appointment.

Contract terms have been discussed and TJ is finalizing draft language for presentation to the Commission. He plans to provide a copy prior to the meeting on Monday.

10. New Business

F. Management Transition Consulting Agreement

Staff: TJ Reed

The purpose of the agreement is to facilitate a smooth transition of the management function during the transition to new city manager. The agreement outlines services provided and compensation which includes advising on projects, initiatives and other administrative/operational matters as well as assisting with the process for hiring the next city manager.

Included in your packet:

1. Management Transition Consulting Agreement

Noteworthy Meetings / Events

- Township Supervisor Meeting | December 14th

Upcoming Events

- Roger Bird Reception | Wiesloch Raum | 4:00pm-6:00pm | December 19th
- Employee Christmas Lunch | SYCA | 11:30am-1:00pm | December 22nd
- City Hall Closed for Christmas | December 23rd & December 26th
- City Hall Closed for New Year's | January 2nd

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, DECEMBER 12, 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 Comm. Hile.

Commissioners present: Bir, Klinger, Kinsey, Smith, Harrington, Hile, Perez, Vice-Mayor Miller, Mayor Mullins
Commissioners absent: None

Also present: Assistant to the City Attorney, City Manager, Assistant City Manager, Doyle and Recreation Director, City Controller, Community Development Director, City Clerk

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

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of December 12, 2022 as presented.

8A. Action of Minutes of Previous Meetings

- APPROVE the minutes from the November 30, 2022 work session as presented.
- APPROVE the minutes from the November 30, 2022 regular meeting as presented.

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$2,020,270.23 as presented.

C. Accounts Payable Authorization

- AUTHORIZE the Finance Committee to approve the payment of City bills at their next meeting.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Mayor Mullins explained that the City Commission will need to appoint an Interim City Manager. Discussion followed.

Moved by Comm. Miller and seconded by Comm. Kinsey to appoint Assistant City Manager Andrew Kuk as Interim City Manager effective January 21, 2023 and direct the City Attorney to prepare an agreement for the position for City Commission approval.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Mayor Mullins explained that he thought it would be best to advertise the City Manager position with the MML and ICMA. Discussion followed including a recommendation that hiring an executive search firm would provide a benefit due to the importance of the decision.

Moved by Comm. Miller and seconded by Comm. Kinsey to move forward with posting the job opening for the position of City Manager with the MML, ICMA, and the City's website under the direction of the Mayor and current City Manager.

Voting yea: Kinsey, Smith, Hile, Miller, Mullins

Voting nay: Bir, Klinger, Harrington, Perez

MOTION CARRIED

City Manager Michael Hughes explained that he will prepare a timeline, a proposed posting, and other information the City Manager position for the next City Commission meeting.

City Manager Michael Hughes provided details on the proposed RFP for City Attorney services. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the issuance of Request for Proposal for City Attorney as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Manager Michael Hughes provided details on proposed compensation changes for non-union employees to bring certain positions to the 75th percentile range. Mr. Hughes explained that the changes would go into effect with the first full pay period in January 2023. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the wage and salary adjustments as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Doyle and Recreation Director Mike Liston provided details and the Parks & Recreation Master Plan process. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve release of the Parks & Recreation Master plan for a 30-day public review.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Doyle and Recreation Director Mike Liston provided details of a Spark Grant application for new pickleball courts. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Perez to approve the Resolution of Authorization and Local Government Match for the Michigan Department of Natural Resources Spark Grant Program as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

RESOLUTION OF AUTHORIZATION – LOCAL UNIT OF GOVERNMENT MATCH
WHEREAS, the City of Sturgis supports the submission of an application titled “City of Sturgis Pickleball Courts” to the Michigan Department of Natural Resources Spark Grant Program for construction of new outdoor pickleball courts adjacent to the Doyle Community Center and Thurston Woods Park; and
WHEREAS, The total project cost is estimated at \$264,000.00, including grant writing, design, bidding, permitting, construction, and contingency; and
WHEREAS, the City of Sturgis is hereby making a financial commitment to the project in the amount of \$50,000.00 match funds, in cash and/or force account.
NOW THEREFORE, BE IT RESOLVED that the City of Sturgis hereby authorizes submission of a Spark Application for \$214,000.00, and further resolves to make its financial obligation amount of \$50,000 (19%) of a total \$264,000.00 project cost, available during the 2023-2024 fiscal year.

City Controller Holly Keyser provided details on the budget amendments.

Moved by Comm. Hile and seconded by Comm. Klinger to approve the Budget Amendments for Fiscal Year 2022-2023 as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Perez to go into Closed Session at the request of an employee.

Voting yea: Bir, Klinger, Kinsey, Smith, Harrington, Hile, Perez, Miller, Mullins

Voting nay: None

MOTION CARRIED

Meeting recessed at 7:30 p.m.

Meeting reconvened at 7:57 p.m.

The meeting was adjourned at 7:57 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8B

Task Order

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

1. Specific Project Data

- A. Title: City of Sturgis
Haines and Peterson Circle Roadway Improvements
Construction Phase
- B. Background/Description:
The purpose of this task order is to provide construction oversight and administration for the Haines and Peterson Circle Roadway Improvements project awarded to Thompson Construction Company, Inc on November 16, 2022
- C. Work Scope:

CONSTRUCTION PHASE

1. Provide project administration and engineering consultation throughout the construction period, including:
 - Schedule and attend preconstruction meeting with the Contractor and City staff. Prepare and distribute meeting minutes.
 - Schedule and attend progress meetings with the Contractor and City staff. Prepare and distribute meeting minutes. We have budgeted one (1) progress meeting during construction.
 - Review contractors pay estimates and recommend payment.
 - Prepare contract modifications, if necessary, and submit recommendation to City for authorization.
2. Provide on-site observation during construction. Our budget includes 40 hours per week part time for 4 weeks. The inspector's duties shall also include:
 - Provide record keeping of construction activities.
 - Address complaints filed with the City.
3. Coordinate materials testing requirements. We propose to have these testing costs billed directly to the City by the testing laboratory.
4. Conduct a final review meeting on-site with the Contractor and City Staff to review the completed work. Prepare a final punch list of remaining work items. Provide one (1) follow-up inspection to verify that the punch list items have been completed.
5. Complete As-Recorded documents showing appropriate record information based on the as-built documents received from the Contractor. F&V will submit Two (2) paper copies and one (1) electronic copy in Portable Document Format (PDF) file type.

2. Services of Engineer

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

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

A.1

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

A.3 through A.19

B.

A1.06 – Commission Phase

A.5

3. Owner's Responsibilities

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

4. Times for Rendering Services

The time for rendering services is the term of the Agreement, as identified in Article 3.01.A of the Agreement. The times for rendering services are as follows.

<u>Phase</u>	<u>Proposed Completion Date</u>
<u>RPR Phase</u>	<u>Contractor substantial completion</u>
<u>Construction Administration</u>	<u>One month after final completion</u>

5. Payments to Engineer

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
<i>Construction Phase</i>	<i>Standard Hourly Rates</i>	<i>\$28,800</i>
TOTAL FEES =		\$28,800

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

7. Other Modifications to Master Agreement:

None.

8. Attachments:

None

9. Documents Incorporated by Reference:

None.

10. Terms and Conditions:

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

The Effective Date of this Task Order is December 20, 2022

OWNER
City of Sturgis

ENGINEER
Fleis & VandenBrink Engineering, Inc.



Signature _____ Date _____

Signature _____ Date _____

Michael Hughes
Name

Matt Johnson, P.E.
Name

City Manager
Title

Regional Manager
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Barry Cox
Name

Matt Johnson, PE
Name

City Engineer
Title

Project Manager
Title

130 N. Nottawa
Address

4798 Campus Drive
Address

bcox@sturgismi.gov
E-Mail Address

mjohnson@fveng.com
E-Mail Address

(269) 659-7249
Phone

(269) 749-9079
Phone

(269) 659-7295
Fax

(269) 382-6972
Fax

Sturgis Purchase Order No.: _____

F&V Vendor No.: 00776

Stapleton Industrial Park Streets Project

		203 Local Street	TOTAL PROJECT As Approved
FY 2021-2022			
BUDGETED FUNDS		\$ 472,735.00	\$ 472,735.00
PROJECT COSTS			
Design and Bid Phase Engineering	Approved 9/8/21	\$ 20,500.00	\$ 20,500.00
Additional Design Services	Staff Approved	\$ 4,500.00	\$ 4,500.00
TOTAL FY 2021-2022		\$ 25,000.00	\$ 25,000.00

Notes
Project originally scheduled for fall, delayed due to lack of bids
Task Order 102
Task Order 102a

FY 2022-2023			
BUDGETED FUNDS		\$ 472,735.00	\$ 472,735.00
PROJECT COSTS			
Construction	Approved 11/16/22	\$ 297,281.00	\$ 297,281.00
Contingency Budget	Approved 11/16/22	\$ 29,700.00	\$ 29,700.00
Construction Phase Engineering	Recommended	\$ 28,800.00	\$ 28,800.00
Off-Site Materials Testing Budget	Recommended	\$ 1,000.00	\$ 1,000.00
TOTAL FY 2022-2023		\$ 356,781.00	\$ 356,781.00

Notes
Budget number carried over from FY-2021-2022
Thompson Construction Bid
10% of construction project
Task Order #102b

TOTAL PROJECT			
BUDGETED FUNDS		\$ 472,735.00	\$ 472,735.00
TOTAL PROJECT COSTS		\$ 381,781.00	\$ 381,781.00
LESS GRANT FUNDS			\$ 231,879.00
TOTAL PROJECT, CITY COST			\$ 149,902.00

Notes
Overall budget maintained over both fiscal years
TED - Category A Grant; 78% of eligible costs up to 307,277.00; reflects expected grant

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8C



CITY OF
Sturgis
MICHIGAN

130 N. Nottawa St.
Sturgis, MI 49091
www.sturgismi.gov
Ph: 269-651-2321
Fax: 269-659-7295

FROM: Kenneth D. Rhodes
TO : City Commission
DATE : December 16, 2022
RE : City Commission Meeting Schedule

The current schedule of holidays and events for 2023 will cause few adjustments to the regular schedule of meetings.

In order to make accommodations for the holidays, the second meeting in November is moved to Monday and the second meeting in December is moved to the preceding Wednesday.

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

Important Dates: MML Legislative Conference, Wednesday, 4/19/23; Sturgis Fest, 6/19/23-6/24/23; MML Convention, Wednesday – Friday, 10/18/23-10/20/23; Thanksgiving, Thursday, 11/23/23; Christmas, Monday, 12/25/23

2 nd and 4 th Wednesday of the Month	Proposed Meeting Date
January 11, 2023	Wednesday, January 11, 2023, 6:00 pm
January 25, 2023	Wednesday, January 25, 2023, 6:00 pm
February 8, 2023	Wednesday, February 8, 2023, 6:00 pm
February 22, 2023	Wednesday, February 22, 2023, 6:00 pm
March 8, 2023	Wednesday, March 8, 2023, 6:00 pm
March 22, 2023	Wednesday, March 22, 2023, 6:00 pm
April 12, 2023	Wednesday, April 12, 2023, 6:00 pm
April 26, 2023	Wednesday, April 26, 2023, 6:00 pm
May 10, 2023	Wednesday, May 10, 2023, 6:00 pm
May 24, 2023	Wednesday, May 24, 2023, 6:00 pm
June 14, 2023	Wednesday, June 14, 2023, 6:00 pm
June 28, 2023	Wednesday, June 28, 2023, 6:00 pm
July 12, 2023	Wednesday, July 12, 2023, 6:00 pm
July 26, 2023	Wednesday, July 26, 2023, 6:00 pm
August 9, 2023	Wednesday, August 9, 2023, 6:00 pm
August 23, 2023	Wednesday, August 23, 2023, 6:00 pm
September 13, 2023	Wednesday, September 13, 2023, 6:00 pm
September 27, 2023	Wednesday, September 27, 2023, 6:00 pm
October 11, 2023	Wednesday, October 11, 2023, 6:00 pm
October 25, 2023	Wednesday, October 25, 2023, 6:00 pm
November 8, 2023	Wednesday, November 8, 2023, 6:00 pm
November 13, 2023 (Org. Mtg.)	Monday, November 13, 2023, 8:00 pm (Org. Mtg.)
November 22, 2023	Monday, November 20, 2023, 6:00 pm
December 13, 2023	Wednesday, December 13, 2023, 6:00 pm
December 27, 2023	Wednesday, December 20, 2023, 6:00 pm

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

Rules & Regulations

Oak Lawn Cemetery

&

Sturgis Memorial Gardens



OAK LAWN CEMETERY

CITY OF STURGIS, MICHIGAN

RULES AND REGULATIONS

REVISED 04-27-2021

APPROVED 05-12-2021

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**OAK LAWN CEMETERY
CITY OF STURGIS, MICHIGAN
RULES AND REGULATIONS**

SECTION ONE - GENERAL RULES

The rules and regulations contained in this document are the result of study and investigation. They are not intended to restrain the owners of interment rights, but to protect them by preventing the inconsiderate from taking unfair advantage of others. Your cooperation and adherence to these rules will assist us to create and preserve the beauty of Oak Lawn Cemetery and Sturgis Memorial Gardens.

- 1-1 Oak Lawn Cemetery will furnish water for the use of all who wish to maintain flowers, urns, etc. Water will be furnished and available from the various spigots located within the Cemetery grounds from April to October weather permitting. Watering of individual lots by setting up hoses & sprinklers by anyone other than Cemetery personnel is prohibited.
- 1-2 Urns are the liability of the lot owners and are governed by the rules and regulations of the Cemetery. The Cemetery assumes no obligation as to the care, maintenance, protection or damage which may result to urns placed upon lots. Urns not filled and planted by June 15th will be picked up by Cemetery staff. If not claimed within one year, they will become the property of the Cemetery and placed in storage.
- 1-3 No more than one urn will be allowed on single grave spaces.
- 1-4 No more than two urns will be allowed to be placed upon two or more grave spaces.
- 1-5 Urns placed in Oak Lawn Cemetery must be of conventional urn type and style. All urns which are of a permanent or semi-permanent type must be placed upon a base. The base is to be placed on the lot, in either marker or monument row. Statues, figurines etc., may be allowed in lieu of urns upon approval of Sexton and Cemetery Board. These must be placed on a base as well.
- 1-6 Urns which become broken, unsightly in appearance or a nuisance, will be removed from the lot.

- 1-7 Cement or heavy posts are not allowed in front or back of any monument or marker.
- 1-8 Plants in pots may not be placed in the ground. They must be left in the pot and placed to the side of the monument or marker. All such potted plants are not to exceed ten (10) inches in diameter and limited to one (1) per lot. Soil and plant materials at seasons end may not be emptied on lots, around trees, bushes etc. Soil from these may be emptied at the Cemetery maintenance barn on a pile designated for this purpose.
- 1-9 Other than Cemetery Staff, No person shall remove the sod or earth from any lot, alley or roadway.
- 1-10 Shrubs, trees, or flowering bushes may not be planted on any lot, without permission of the Sexton.
- 1-11 Birdhouses, bird feeders & wind chimes are not allowed to hang in any trees or bushes within the Cemetery.
- 1-12 All trees, shrubs, plants etc., that are growing in the Cemetery are subject to trimming or removal by the Sexton or those he or she has appointed to do the work , if at any time they become overgrown and interfere with someone's lot or become a hindrance to Cemetery maintenance.
- 1-13 The decoration of lots or graves with boxes, toys, shells, images, wire screens, arbors, trellises, individual artificial flowers anchored in the ground or any objects of a similar nature are prohibited. Tripods, decorative balls, and other such standing decorations are welcome between the dates of December 1st, and April 1st.
- 1-14 For safety reasons, no shepherd staff, hooks, posts, hangers, glass containers, vases etc. are allowed in the Cemetery. Use of wire, nails, iron rods or other objects to anchor artificial flowers, vases, baskets or other objects to the ground will not be permitted April 1st to Nov. 30th. Injury could result when they become detached and thrown by mowing equipment. Artificial flowers should be placed either on the monument or in an urn. Decorations or other objects may not occupy the front, back or wash of the concrete foundations for monuments and markers.
- 1-15 Flowers, wreaths, emblems, plants, etc., used at funerals or placed upon graves at other times, which become unsightly or faded, will be removed. The Cemetery is not responsible for the protection or maintenance of these items.

- 1-16 As part of the annual Spring and Fall clean-up, the Cemetery will remove all decorations which, in their opinion, have no further use. If lot owners wish to save winter decorations, they must remove them before April 1st. Summer plants, must be removed before October 1st. Grave Blankets may be removed earlier by Cemetery personnel because of weather, to prevent the destruction of the sod. Artificial flowers in urns, pots or saddle arrangements that have become faded or unsightly will be removed and disposed of by Cemetery Staff.
- 1-17 No settee, benches or chairs are permitted without written permission from the Sexton and Cemetery Board.
- 1-18 No person shall leave any refuse in the Cemetery unless it has been deposited in trash receptacles.
- 1-19 The Cemetery is not responsible for loss or damage to any article left upon any lot grave or other section of the Cemetery.
- 1-20 Regular Cemetery working hours shall be from 7:30 a.m. to 4:00 p.m. on weekdays. The Cemetery office hours will be 9:00 a.m. to 5:00 p.m. weekdays. The Cemetery office is now located at City Hall 130 N. Nottawa St.
- 1-21 The Cemetery grounds shall be declared officially closed, except for official business from sunset until 8:00 a.m.
- 1-22 Rules and regulations as well as other information are available at the Cemetery office. The Cemetery will not accept any responsibility for any information other than what is given by authorized Cemetery Staff.
- 1-23 Military Service markers are allowed and will be placed next to the foundation wash around monuments and markers.
- 1-24 Demonstrations, memorial services or other activity, unrelated to funerals, cenotaph services or interments may not be held in the Cemetery, without prior authorization from the Board of Oaklawn Cemetery.
- 1-25 Lots at the Cemetery shall be used exclusively for burial purposes. "Burial Purposes" shall include the installation of a cenotaph.
- 1-26 Speed limit, shall be 10 miles per hour on all Cemetery drives.

- 1-27 It is strongly recommended that drivers not attempt to turn around on the Cemetery drives but, continue to drive around a section. Turning around and backing up increases risk of damage to headstones and Cemetery property.
- 1-28 ATV's and other off-road motorized vehicles are not permitted within the Cemetery.
- 1-29 Use of the Cemetery as a playground will not be permitted.
- 1-30 Children must be accompanied and supervised by an adult who shall be responsible for their conduct.
- 1-31 Feeding wildlife is prohibited. Bread, cereal, corn, and other food materials are not permitted to be spread in the Cemetery.
- 1-32 Dogs are not allowed in the Cemetery.

SECTION TWO - LOT SALES

- 2-1 The word lot as used in the Rules and Regulations of Oak Lawn Cemetery designates a parcel of land located in Oak Lawn Cemetery, City of Sturgis, State of Michigan. Each bears the identification of a lot number and block letter. This conveys the right and privilege of burial, the right to construct a monument or marker and such other privileges and rights subject to the rule of Oak Lawn Cemetery, now in force or may be enacted in the future.
- 2-2 The terms of all lot sales will be cash, check, money order, or bank check on the date of purchase. Upon payment in full, a deed will be issued to the buyer. A single lot space is 4 feet x 10 feet with a double lot space at 8 feet x 10 feet.
- 2-3 Lots are not considered sold until payment has been made in full.
- 2-4 A sale, transfer, assignment of a lot, lots or a part of a lot will not be valid without the consent of the Sexton and the proper recording of such a transaction in the official files of Oak Lawn Cemetery.
- 2-5 Oak Lawn Cemetery reserves the right to limit the sale of lots for burial purposes and intended burial purposes. We will not knowingly sell lots for investment purposes, and no person shall be allowed to speculate in said lots.

- 2-6 Corners of all lots shall be marked with a metal or concrete post, the front right hand (facing) post shall be marked with the lot number. These posts shall be set level with the lot grade and no gravel, sand, etc., shall be placed around such lot markers. Lots shall be marked only with lot markers furnished by the Cemetery.
- 2-7 Only Cemetery Staff is allowed to add soil, compost, etc., or use fertilizers, herbicides and pesticides on any lot or grave space. The Cemetery Staff makes every effort to maintain the grounds and, any lot thought to be unsatisfactory may be reported to the Sexton for repairs.
- 2-8 Block - ZZ in Oak Lawn Cemetery will include a cement foundation ribbon with the purchase of a single lot or double lot. The price of the foundation ribbon will be included in the sale of lots for this specific block.

SECTION THREE - BURIALS

- 3-1 The Sexton or Authorized Cemetery Staff will supervise all interments or services.
- 3-2 No interment of any body other than that of a human being will be permitted.
- 3-3 The Cemetery reserves the right to refuse any order for interment with less than 24 hours notice during summer months and 48 hours notice during winter months before the time of the funeral. Winter months are from November 1st thru April 1st.
- 3-4 Oak Lawn Cemetery will not accept orders for interments on Sundays or the following recognized holidays: Christmas, Christmas Eve Day, Thanksgiving, Day after Thanksgiving, Memorial Day, New Year 's Day, Fourth of July, Labor Day, and Good Friday.
- 3-5 Payment for interment and receipt of burial permit will be required within three (3) days of the burial.
- 3-6 The Cemetery will not assume any responsibility for errors in location in the opening of graves when such orders are given by any means other than written communication . Orders from Funeral Home staff for the opening of graves will be construed as orders from the lot owner or owners.

- 3-7 All Full burials in Oak Lawn Cemetery as well as Sturgis Memorial Gardens are to be made in concrete or metallic outer cases. Concrete outer cases to be defined as concrete vaults, concrete boxes, wood, metal or other substance encased in concrete. Metallic outer cases are those constructed of material of not less than 12 gauge thickness.
- 3-8 Burial outer cases over five feet in length will be classified as adult size.
- 3-9 All cremations must be in standard cremation boxes, urns, or concrete vaults. Any exceptions to the rule must be cleared thru the Sexton and or Cemetery Board. Cremains are not to be spread in the Cemetery over family lots, in flower gardens or bushes. All cremations must follow the above rules for burial. If remains are found on a grave space an invoice for an interment fee will be sent to the owner of the lot.
- 3-10 Per single grave site, the maximum number of burials is as follows:
- a. One (1) full interment & Four (4) cremains without vaults.
 - b. Four (4) cremains in vaults.
 - c. Six (6) cremains in standard size containers without vaults.
- 3-11 Vaults that are used for burials in Oak Lawn Cemetery must be in place to receive casket one hour prior to the scheduled time of the funeral service.
- 3-12 Graves will be opened and closed by employees of the Cemetery and graves will not be reopened for inspection except for official investigation.
- 3-13 Disinterment of a body will not be made until the written consent of the next of kin of the person whose body is to be disinterred and/or all legal documentation has been submitted to a licensed Mortician.
- 3-14 Interments in lots for which deeds have been issued shall be restricted to members of the family and relatives of the owner or owners. Such interments require written consent from the owner or owners or the next of kin. Special written consent must be given by the owner or owners for interments contrary to this rule. All written consent must be notarized.
- 3-15 The Cemetery will not assume responsibility for any damage that might occur in the placing of a body in any mausoleum or crypt. Cemetery Staff will perform the service required with the utmost diligence and care.

- 3-16 Upon request of the lot owner or his representative, a funeral zone may be established and no one except persons attending the funeral or so authorized, will be permitted within its boundaries. Strangers are asked not to approach a grave during a funeral.
- 3-17 Funeral Directors are asked to contact the Cemetery before definitively establishing the time of a funeral because, in some instances the Cemetery already has interment arrangements which may cause a conflict due to location or the proper provision of service. For this reason the Cemetery reserves the right to ask for a change in the funeral hour so as to best serve the families of the deceased.
- 3-18 Any Burial work that occurs after 4 pm will be charged an hourly rate to cover overtime costs
- 3-19 Funeral processions while in the Cemetery will be under the direction and control of the Sexton or his duly appointed staff. Funeral processions and Cemetery vehicles shall have preference over all other vehicles.
- 3-20 All funerals and interments made in Oak Lawn Cemetery are to be conducted in an orderly and dignified manner. The Sexton is authorized to take such means, as in his opinion are necessary, to preserve this order and dignity.
- 3-21 All bodies entombed into any mausoleum or lawn crypt must be embalmed.

SECTION FOUR - MEMORIALS & FOUNDATIONS

- 4-1 All orders for the installation of foundations for memorial work must be submitted on an official order form. The order must be signed by the person, firm, or corporation ordering the foundation installed. The Cemetery will not be bound to honor these foundation orders for the installation of foundations until the above instructions have been complied with.
- 4-2 All foundations for memorial work placed in Oak Lawn Cemetery or Sturgis Memorial Gardens are to be completed by the Cemetery or by its authorized agency. All such work shall be under the direction of the Sexton.
- 4-3 Foundations will be charged to the person, firm or corporation ordering the foundation installed. All charges for foundations must be paid in full at the time of purchase.

- 4-4 If a foundation is placed before a marker or monument has been ordered and needs to be removed because of a change made by the owner to a different size, the lot owner will be charged time and materials to remove the existing foundation. Also the owner will be responsible for the payment of a new foundation to be placed at the current rate. If for any reason a monument is to be removed and replaced with another, the new monument must be approved by the Sexton to make sure it applies with all of the requirements of that section.
- 4-5 Once a foundation is poured no additions are to be added, or attached in any way without the permission of the Sexton or Cemetery Board. No holes are allowed to be bored into the foundation as this takes away from the integrity of the foundation as well as decreases the size of the wash required around the marker or monument.
- 4-6 Foundations will be installed with the top of the foundation conforming with the lot grade as determined by the Cemetery.
- 4-7 No monuments, markers, etc., may be placed on a lot before the foundation is installed. A call will be placed to all Monument companies informing them when foundations are complete. At that time they can deliver all monuments and markers.
- 4-8 It is the intent of the Cemetery to install foundations at least twice yearly. Once in May and once in October. If quantities are great enough to warrant a pouring in mid-summer Cemetery Staff will attempt to do so if their schedule allows.
- 4-9 All mausoleums, monuments, headstones, markers or other permanent memorials above ground, or partly above ground, must be constructed of first quality granite or marble. All such materials which are used in memorial work must be guaranteed by the Memorial Dealer to be of first grade, clear stone at least six inches in thickness, free from sap or anything which will cause rust stains, that it will not crack or check, and has been executed in first grade workmanship.
- 4-10 All memorial work in Oak Lawn Cemetery or Sturgis Memorial Gardens must be done between the hours of 8:00 a.m. and 4:00 p.m. on weekdays, and from 8:00 a.m. to 11:00 a.m. on Saturday, Eastern Standard Time.
- 4-11 Monuments, markers, or other memorials may not be removed from the lot or lots, or taken from the Cemetery, without proper notification to the Sexton.

- 4-12 No monument, double marker, double tablet, single marker or other memorial, may be erected on any lot or grave until the lot or grave space is fully paid for and, the deed issued for the same or, until any other charges are paid in full.
- 4-13 Graves are to be marked only with standard markers or memorials which comply with the rules and regulations of Oak Lawn Cemetery.
- 4-14 Grave markers made from U.S. Standard Bronze or its equivalent will be allowed.
- 4-15 No burials will be permitted to be marked with a vase, urn, memorial, receptacle, or other article of any nature bearing the name of the mortician, memorial dealer or any person selling or giving such articles for marketing purposes.
- 4-16 Any damage to turf, trees, shrubs, flowers or structures, resulting from the delivery or setting of memorial work, will be assessed to the person, firm, or corporation selling the memorial work.
- 4-17 No more than one marker will be allowed per single grave space.
- 4-18 No more than one flush marker will be allowed in marker row in Blocks II, JJ, KK, LL, MM, and TT.
- 4-19 Monuments, double markers on a base, double tablets, slanted-faced double markers without a base, and two single markers on a base will occupy monumental positions on lots. All other memorials will be placed in the marker locations, at the foot of the graves, as determined by the cemetery. Overall monument height is 48~~2~~ inches, anything taller must be approved by the Sexton and Cemetery Board. Stone bases over 54 inches in length also need approval of the Sexton and Cemetery Board. A single monument base can be no larger than 42 inches in length. A single monument placed in monument row can be no larger than 42 inches in length and 48~~2~~ inches high.
- 4-20 No more than one monument, double marker, double tablet or other memorial which will occupy a monument position on a lot is allowed. All other memorials will be placed in the marker location at the foot of the grave as determined by the Cemetery. The lot is to be determined from the official plat and record maps of Oak Lawn Cemetery or Sturgis Memorial Gardens. These are located at the Cemetery Office.

- 4-21 All markers to be set on a lot as platted or which are described as a family lot in the official records of Oak Lawn Cemetery, must match as to size, design, color, and lettering. The maximum size for single markers placed in Oak Lawn Cemetery shall be: 12 inches in width, 24 inches in length, and 12 inches in height, except:
- a. Where markers are to match markers already on a lot.
 - b. When slant-faced single markers are used the maximum size allowed will be: 12 inches in width, 24 inches in length, and 16 inches in height.
 - c. In Single Grave Section, Block J, the maximum size allowed will be 10 inches in width, 20 inches in length, and 6 inches in height.
- 4-22 Maximum size for markers in Babyland, block MM will be: 16 inches in length 8 inches in width, and 6 inches in height. A small urn may be placed at the head of the grave next to the marker. A small statue may be placed in lieu of an urn upon approval of the Sexton. Babyland lot size is 3 feet wide by 5 feet long. Foundation size is 36 inches in length x 18 inches in width.
- 4-23 Memorials which are determined as monuments are to be leveled when set and the bases are to be securely fastened to the foundation.
- 4-24 Lettering for mausoleum crypt fronts is to be done upon request after payment, or upon death after crypt purchase. (The cost of lettering is included in the purchase price.)
- 4-25 No mausoleum, mausoleum work, crypts, or any structure above or below the ground, other than standard memorials, may be constructed until complete designs, details and specifications have been submitted to the Board of Oak Lawn Cemetery for its approval and, suitable arrangements acceptable to the Board, have been completed for future maintenance.
- 4-26 If any memorial, headstone or marker shall become unsightly, in need of repair or attention, or a menace, the Cemetery will notify the owner or owners to take such steps as necessary to place the structure in satisfactory condition. If the owner or owners fail to comply with this notice within a reasonable length of time, the Cemetery shall have the right to cause the necessary repairs to be made, and the cost shall be charged to the owner or constitute a lien upon the lot or lots. Any charge resulting from such action, remaining unpaid for a period of six months or more, will prohibit the owner from any subsequent services being provided by the Cemetery until at such time the lien is satisfied.

- 4-27 The Board of Oak Lawn Cemetery shall reserve the right to refuse permission for the erection of any memorial which on account of size, design, type or quality of stone, or location to be placed on the lot is in their opinion unsuited to the lot or lots.
- 4-28 The Rules and Regulations of Oak Lawn Cemetery governing foundations, monuments, markers and memorials, will be made available to anyone who would like a copy. The Cemetery assumes no responsibility for memorial sales which may be made in conflict with these rules and regulations, nor does the Cemetery assume any responsibility for any information transmitted during memorial transactions other than that covered in the official rules and regulations, and transmitted by its duly authorized agents.
- 4-29 The Cemetery is not responsible for the protection and maintenance of flowers, wreaths, emblems, or other items used at funerals. As soon as such items become unsightly they will be removed.
- 4-30 All level lawn or flush markers (except bronze plates) will be encased in cement with a 3 inch wash. A 5 inch wash is required for markers with vases attached. Due to added labor when placing these markers the cost will be the same as a monument instead of a marker.
- 4-31 Ground surfaces - The following rules shall apply:
- a. Surfaces other than soil and sod are prohibited.
 - b. No person or persons shall remove any sod or soil from any lot.
 - c. No sand, gravel, washed gravel, crushed stone, or other loose material shall be placed around the wash of a foundation or in any other area on the grave space.
 - d. No steps or artificial walkways of any kind shall be permitted.
 - e. Raised mounds around graves will not be permitted.

SECTION FIVE - BLOCK SS

Specific rules are as follows:

1. All Oak Lawn Cemetery rules apply to section SS.
2. The following rules are specific to block SS, and may take precedent over some general Cemetery rules.

- a. If a monument is placed on a lot designated for this purpose the monument must have a base. The maximum monument size is inches in length, 14 inches in width, and 36 inches in height.
- b. Lots designated for flush markers may have two flush single markers with a maximum size of 24 inches in length, by 12 inches in width, or one flush double marker with a maximum size of 44 inches in length by 13 inches in width.
- c. All monuments and markers will be located at the head position on the lot. No markers are permitted at the foot of the grave.
- d. No urns are permitted in this section. Vases permanently attached to the base of the monument are allowed.

SECTION SIX - CREMATION SECTION

This section was developed to meet the growing number of people opting for cremation. The section consists of a number of three foot square lots situated in rows surrounding a central planter. One Cremation lot will hold two cremains. The use of retractable urns is encouraged.

- 6-1 Only flush markers are allowed in this section. Markers cannot exceed 30 inches in length by 12 inches in width with the foundation for a marker at 36 inches in length by 18 inches in width.
- 6-2 This section is also available to families that wish to remember those who have donated their bodies to science.
- 6-3 All cremations must be interred by Cemetery Staff. The dumping, spreading, or scattering of ashes is prohibited unless an area is established by the Cemetery for this purpose. Anyone found to be in violation of this rule will be billed an interment fee and may be subject to other fines.

Sanctions:

Any person who violates any of the above rules or regulations of Oak Lawn Cemetery or Sturgis Memorial Gardens will be subject to fines as follows:

1 st offense	Warning
2 nd offense	\$100.00
3 rd Offense	\$300.00
Scattering of Ashes	\$400.00 plus Interment fee

SECTION SEVEN - STURGIS MEMORIAL GARDENS

The Philosophy of Sturgis Memorial Gardens is to create an open park-like, natural setting in which to honor our loved ones who have passed away. To this end, the following rules and regulations have been developed. Your cooperation and adherence to these rules will assist us in creating and preserving the beauty of Sturgis Memorial Gardens so that the entire Cemetery may be a beautiful natural Memorial dedicated to all of those at rest there.

- 7-1 Each grave space will be allowed to have one marker with a vase set flush with the turf at the head of the grave, and one marker without a vase set flush at the foot of the grave.
- 7-2 If a marker with a vase is preferred, the marker should be purchased with its own built in vase as this is the only type of container that will be allowed on your lot. This vase should be contained within the memorial and have its own receptacle for those times when it is not being used. A vase may be added as long as it has its own foundation and will fit on the lot.
- 7-3 For the following special days: Memorial Day, Easter Sunday, Mother's Day, Father's Day: flowers, potted plants or baskets may be placed on the grave, but not before Friday evening preceding the special day. They may remain thru Tuesday but on Wednesday morning they will be removed and disposed of by Cemetery Staff.
- 7-4 Live and artificial flowers are only allowed in retractable vases. Dates allowed are April 1st to October 1st.
- 7-5 Any changes to, additions, or removal of a foundation will be charged time and materials for the work completed. A new foundation will be placed at the rate currently charged at the time of the work.

All other rules contained in the Oak Lawn section apply to Sturgis Memorial Gardens. The exceptions are listed above and are exclusive to Sturgis Memorial Gardens.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

Sturges-Young Center for the Arts Sign Quote Comparison									
Company	LED Sign Size (cabinet size)	LED Size (smaller is better)	Quoted Price	Electrical (by others)	Masonry (by others)	Demolition (by others)	Installation (by others)	Total Project (no contingency)	Notes
Guthman Signs	4' 2" X 7' 6"	10 mm	\$ 28,135.00	\$ 3,000.00	\$ 5,000.00	\$ 1,500.00	\$ 4,500.00	\$ 42,135.00	Daktronics 10mm; installation estimated based on other vendor quotes & not included; LED Sign only
Guthman Signs	3' 4" X 7' 3"	10 mm	\$ 24,118.40	\$ 3,000.00	\$ 5,000.00	\$ 1,500.00	\$ 4,500.00	\$ 38,118.40	Watchfire 10mm; installation estimated based on other vendor quotes & not included; LED Sign only
SignArt	4' 5" X 8' 3"	8 mm	\$ 78,053.00	N/A	N/A	N/A	N/A	\$ 78,053.00	Watchfire 8mm double sided, all subcontractors included, same size as current sign and would need to be smaller to meet current code requirement
SignArt	4' 5" X 8' 3"	8 mm	\$ 54,928.00	N/A	N/A	N/A	N/A	\$ 54,928.00	Watchfire 8mm single sided (estimated cost), all subcontractors included, same size as current sign and would need to be smaller to meet current code requirement;
Miller Signs	4' X 8'	6 mm	\$ 25,265.00	\$ 3,000.00	\$ 5,000.00	\$ 1,500.00	N/A	\$ 34,765.00	Cirrus 6mm, includes installation of sign, no masonry or electrical
Miller Signs	3' X 8'	6 mm	\$ 22,310.00	\$ 3,000.00	\$ 5,000.00	\$ 1,500.00	N/A	\$ 31,810.00	Cirrus 6mm, size meets current code requirments, includes installation of sign, no masonry or electrical

To: CITY OF STURGIS / Daniel Root	Date	12/15/2022	Expires	12/30/2022
130 N NOTTAWA	Phone	259-659-7238	Sketch	SURGISYOUNG
STURGIS, MI 49091	Fax		Quote#	
	Cell		Total \$	\$22,310.00

As requested here is our proposal for signage work to be performed.

STURGIS-YOUNG CIVIC AUDITORIUM (NEW SIGN)

ONE MONUMENT STYLE SINGLE FACED SIGN MEASURING 4'X8'. THE SIGN AT TOP SECTION IS A FABRICATED ALUMINUM FRAME WITH LED LIGHTING IN INTERIOR. THE SIGN FACE IS A ROUTED ALUMINUM SHEET WITH PUNCH THRU ACRYLIC LETTERS TO READ: STRUGIS-YOUNG CIVIC AUDITORIUM. THE SIGN BELOW IS A FULL COLOR LED MESSAGE CENTER WITH RADIO AND CELL PHONE COMMUNICATION. THE UNIT IS A 6MM CIRRUS UNIT CALLED A BLADE M DISPLAY. THE SIGN MEASURES 3'X8' AND IS FRAMELESS WITH FULL VIEWING. THE SIGN IS SET BETWEEN TWO 4" STEEL COLUMNS WITH 3" STEEL ANGLE MOUNTING. THE POSTS ARE COVERED WITH BRICK TO MATCH THE BUILDING AND WE WILL ADD ALUMINUM 2" AND 1" \ ALUMINUM TUBING SURROUND AND CAP IN DK BRONZE COLOR TO MATCH BUILDING COLORS.

THE CIRRUS DISPLAY DETAILS CAN BE SEEN AT (www.cirrusled.com) THE SIGN SOFTWARE WILL ALLOW YOU FULL GRAPHICS /ANIMATION AND VIDEO WHEN NEEDED. ALL PRODUCT HAS A 5 YEAR WARRANTY.

ATTACHED TO SKETCH (STURGIS YOUNG 1)

THE BRICK COLUMNS ARE NOT INCLUDED IN THIS PROPOSAL. WE WILL SUPPLY THE FOUNDATION FOR THEM AND OUR STEEL COLUMNS. WE WILL WORK WITH THE MASON TO ADD THE DECORATIVE TUBEING AFTER THE COLUMN INSTALL.

Material	\$17,450.00
Shipping	
Labor	\$4,860.00
Sales Tax	EXEMPT
Permits Fee	AT COST
TOTAL	\$22,310.00
60% Down	

All the above work to be completed in a substantial and workmanlike manner according to standard practices for the total listed above.

There is a complete one year manufactures warranty on our signs and service. There is a 5year product assurance warranty on our LED displays.

Electric to sign location is responsibility of Customer. Miller sign shall hook up to electric supply at sign site.

An account not paid within 10 days after invoicing is considered delinquent. Interest in the amount of 1.5% per month will be charged on past dues.

Attorney and Collection Fees for the purpose of collecting a delinquent account will be added to total cost balance & will be Customer responsibility.

Respectfully submitted by: Joe Lillich

Customer Acceptance _____

Date _____



QUOTATION & PURCHASE CONTRACT

COMPANY SignArt, Inc.
5757 EAST CORK STREET
KALAMAZOO, MICHIGAN 49048
Phone: 800.422.3030 Fax: 269.381.0999

CONTRACT # 0011865
QUOTATION DATE 4/8/2022 **Page 1 of 3**
SALESPERSON SJV
Salesperson Email svandersloot@signartinc.com
Cust PO#/Reference

PURCHASER STURGES-YOUNG CENTER SY06
201 N. NOTTAWA STREET
STURGIS, MI 49091

LOCATION STURGES-YOUNG CENTER
201 N. NOTTAWA STREET
STURGIS, MI 49091

ATTENTION SHEILA BOLDA (912)224-6513 **CONTACT** SHEILA BOLDA 912-224-6513

SignArt, Inc., a Michigan Corporation, proposes to manufacture, and or deliver, and or install and maintain for the above-named customer, the items described below subject to the terms and conditions set forth on the last page hereof. Prices quoted are for items listed only and do not reflect any quotations or contractual arrangements for freight, installation, connection foundations or steel support structures unless specifically itemized.

Item	Qty	UM	Description of Work	Part #	Price	Extension
001	1.00	EA	SIGN #1/ALT #1 - MONUMENT SIGN Custom fabricated, internally illuminated (G2G AnPro white LED lighting system with photoeye) UL approved and labeled, 2' 0" x 8' 3" x 1' 3" deep, SignArt aluminum extrusion, double-faced monument sign with 2" aluminum reveal and toggle disconnect primed and painted semi-gloss GripGard EFX SW6244 Naval. Sign faces to be .100 thick aluminum primed and painted semi-gloss GripGard EFX SW6244 Naval with logo precision routed out and backed using 1/2" push-thru white acrylic (1/8" shoulder) to read "STURGES-YOUNG" "CENTER FOR THE ARTS". Sign to include 3" x 3" x .250 thick square steel center support with companion plate mounting system. Companion plate mounting to be concealed using custom fabricated, .100 thick aluminum constructed, 4" tall reveal primed and painted semi-gloss GripGard EFX black. "WWW.STURGESYOUNG.COM" to be applied opaque white pressure sensitive vinyl. Sign setup to to accommodate one (1) set of two (2) 4' 5" x 8' 3" x 5" deep WatchFire LED displays mounted back to back using 2" x 1/2" thick steel flatstock stringers top and bottom. Displays to include custom fabricated, .100 thick aluminum constructed, flush-mounted filler painted semi-gloss GripGard EFX black. Custom fabricated, pre-assembled, monument sign structure to include one (1) 5" x 5" x .250 thick square steel support tube with SignArt standard companion plate mounting system, #5 rebar grid (12" O.C.), 1" rigid conduit, and 2' 2 3/4" x 9' 3 3/4" x 6" tall concrete form with 1 1/2" chamfer on all exposed edges. Support structure to be set in 3.5 yards Consumers Concrete specialty ready mix to exposed concrete foundation. Estimated Tax SubTotal	SYCTR MS01	\$9,800.00	\$9,800.00
002	1.00	EA	OPTION - ALTERNATIVE #2 Add \$1,800.00 for alternative #2 to include decorative radius top cap and 2 1/4" reveal primed and painted semi-gloss GripGard EFX to match SW7020 Black Fox.			
003	1.00	EA	SIGN #1/ALT #1 - LED DISPLAY WatchFire 4' 5" x 8' 3" x 5" deep 10mm pixel pitch electronic message center with lifetime cellular broadband communication and tech support. 10mm Characteristics: Excellent resolution; • LED/RGB - 1.2 Quintillion color capability; • Daytime 7,000 NITs and nighttime 700 NITs maximum brightness; • 4' 0" x 8' 0" Active LED area; • 120 x 240 Pixel matrix; • 28,800 Total pixels; • 900 Pixels per sq. ft.	SYCTR PPMC01	\$46,250.00	\$46,250.00

Double Sided
** CAN only be single sided*
did not - # 23,125

See attached SignArt, Inc. Warranty Statement and Additional Terms and Conditions, dated August, 2014

SIGNART, INCORPORATED is an Equal Opportunity Employer.



QUOTATION & PURCHASE CONTRACT

CONTRACT # 0011865

QUOTATION DATE 4/8/2022

Page 2 of 3

SALESPERSON SJV

Salesperson Email svandersloot@signartinc.com

Cust PO#/Reference

COMPANY SignArt, Inc.
5757 EAST CORK STREET
KALAMAZOO, MICHIGAN 49048
Phone: 800.422.3030 Fax: 269.381.0999

PURCHASER STURGES-YOUNG CENTER SY06
201 N. NOTTAWA STREET
STURGIS, MI 49091

LOCATION STURGES-YOUNG CENTER
201 N. NOTTAWA STREET
STURGIS, MI 49091

ATTENTION SHEILA BOLDA

(912)224-6513

CONTACT SHEILA BOLDA

912-224-6513

SignArt, Inc., a Michigan Corporation, proposes to manufacture, and or deliver, and or install and maintain for the above-named customer, the items described below subject to the terms and conditions set for on the last page hereof. Prices quoted are for items listed only and do not reflect any quotations or contractual arrangements for freight, installation, connection foundations or steel support structures unless specifically itemized.

Item	Qty	UM	Description of Work	Part #	Price	Extension
004	1.00	EA	OPTION - 16MM PIXEL PITCH Deduct \$9,100.00 for LED display to include 16mm pixel pitch ILO 10mm pixel pitch. WatchFire 4' 5" x 8' 3" x 5" deep 16mm pixel pitch electronic message center with lifetime cellular broadband communication and tech support. 16mm Characteristics: Good resolution: • LED/RGB - 18 Quadrillion color capability; • Daytime 10,000 NITs and nighttime 750 NITs maximum brightness; • 4' 0" x 8' 0" Active LED area; • 72 x 144 Pixel matrix; • 10,368 Total pixels; • 324 Pixels per sq. ft.			
005	1.00	EA	SIGN #1 - INSTALLATION Direct embed pre-assembled monument sign support structure in 2' 2 3/4" x 9' 3 3/4" x 4' 0" deep concrete foundation with top 6" formed and extending 4" above grade. Foundation to have 1" rigid conduit stubbed out 24" below grade towards the electrical source. Return to site, remove concrete form, and repair grade as well as possible, ready for masonry contractor to install masonry sign base. Upon completion of masonry, install and level monument sign using companion plate mounting system. Connect to primary electrical. Test light and communication. Clean work site thoroughly.	SA INSTALL	\$4,200.00	\$4,200.00
006	1.00	EA	MASONRY Subcontract services of Bracy Jahr to provide masonry sign base per provided specifications.	SUB SVCS	\$9,750.00	\$9,750.00
007	1.00	EA	ELECTRICAL Subcontract services of Ludwig Electric to provide two (2) 120 volt 20 amp primary electrical circuits to new sign per provided specifications.	SUB SVCS	\$2,500.00	\$2,500.00
008	1.00	EA	EXISTING SIGN DEMO Remove and dispose of existing sign and masonry sign base in DEQ approved manner. Existing foundation to be knocked down 4" - 6" below grade, concealed with top soil, raked and overseeded.	SA LABOR	\$4,800.00	\$4,800.00
009	1.00	EA	DESIGN/SPECIFICATION	DESIGN/SPECS	\$165.00	\$165.00

See attached SignArt, Inc. Warranty Statement and Additional Terms and Conditions, dated August, 2014

SIGNART, INCORPORATED is an Equal Opportunity Employer.



QUOTATION & PURCHASE CONTRACT

CONTRACT # 0011865
QUOTATION DATE 4/8/2022 Page 3 of 3
SALESPERSON SJV
Salesperson Email svandersloot@signartinc.com
Cust PO#/Reference

COMPANY SignArt, Inc.
5757 EAST CORK STREET
KALAMAZOO, MICHIGAN 49048
Phone: 800.422.3030 Fax: 269.381.0999

PURCHASER STURGES-YOUNG CENTER SY06
201 N. NOTTAWA STREET
STURGIS, MI 49091

LOCATION STURGES-YOUNG CENTER
201 N. NOTTAWA STREET
STURGIS, MI 49091

ATTENTION SHEILA BOLDA (912)224-6513 CONTACT SHEILA BOLDA 912-224-6513

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Item	Qty	UM	Description of Work	Part #	Price	Extension
------	-----	----	---------------------	--------	-------	-----------

010 1.00 EA NOTES

- G2G AnPro LED lighting includes 10 year product and 5 year labor from date of completed installation.
- Primary electrical to be two (2) 120 volt 20 amp primary electrical circuits, hot 24/7. Top ID cabinet will be controlled by photocell and LED display through software.
- Color specifications to be verified with customer.
- Sign location to be verified with customer.
- Customer to furnish sales tax exemption documentation and purchase order.

TOTAL EST TAX \$ 588.00

EST. SIGNAGE
51050
\$54,928

See attached SignArt, Inc. Warranty Statement and Additional Terms and Conditions, dated August, 2014

Accepted for Purchaser and Payment Personally Guaranteed by:

TOTAL AMOUNT: \$78,053.00

X

DEPOSIT:

Signature _____ Print _____ Title _____ Date _____

Accepted for SignArt, Inc. by:

BALANCE:

(to be paid upon completion)

Signature _____ Print _____ Title _____ Date _____

SIGNART, INCORPORATED is an Equal Opportunity Employer.

DAKTRONICS QUOTE # 680305-1-0

Guthman Signs
Alex Dix
Phone: (407)448-5311
Email: alex@guthmansigns.com



GUTHMAN SIGNS

28/Jan/2019
Quote valid for: 90 days
Terms: 50% with the order, 50% Payment before shipment
Subject to Credit Review
FCA: DAKTRONICS
Anticipated mfg time: 6-8 Weeks

Reference: Sturgis-Young
AUDITORIUM - MI

Ship date shall be established at time of order acceptance

Model	Description	Qty	Price
GT6-108X216-10-RGB-SF	Galaxy® Outdoor Electronic Message Center - GT6 Series - 10mm RGB	1	USD 28,135.00
<div> <div> Line Spacing: 10mm Matrix: 108 lines by 216 columns LED Color: RGB- 281 Trillion Colors Display Configuration: SF - single one sided display Cabinet Design: Single Section per face Paint: Semi-Gloss Black All Around Active Area: 3' 8" H X 7' 3" W (Approx. Dimensions) Cabinet Dimensions: 4' 2" H X 7' 6" W X 0' 7" D (Approx. Dimensions) Max Power: 1825 watts/display </div> <div> Ventilation: Front Service Access: Front Only-Can only access components from front Signal Connections: Quick Connects External to Display Frames per Second: 60 Dimming: Automatic, Scheduled, or Manual Readable Viewing Angle: 160 degrees horizontal x 90 degrees vertical Optimal Viewing Angle: 140 degrees Horizontal x 70 degrees Vertical Weight: Unpackaged 275 lbs per display; Packaged 485 lbs per display </div> </div>			
Galaxy® Wireless Ethernet Bridge Outdoor Communication Kit	Communication Method: Wireless Ethernet Bridge Radio Set Includes: 1 Server (Sending) and 1 Client (Receiving). *Wireless communication devices may be affected by site specific conditions. Daktronics makes no guarantees that the communication device is suitable for every location.	1	
Galaxy® External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable	1	
FREIGHT	Shipping to MN	1	Included
Options	Single Sided ID Cabinet LED illuminated (Per Rendering)	1	Included
G5G5 - Parts Assurance		1	
Venus® Control Suite - Prime Playlist Package, Cloud Based	Five (5) Year Parts Only Warranty	1	
Venus® Control Suite -Prime Playlist Web Seminar - Single User	Secure, web-based software that enables display management anytime, anywhere via internet connection. ADMINISTRATORS OF ACCOUNT REQUIRED AT TIME OF ORDER. Terms of Use: http://www.daktronics.com/TermsConditions/DD2688225	1	
	Customized Venus® training in a live, web-based, conference call format using the customer's phone & computer. (English only.)		
Total Price Excluding Sales Tax:			USD 28,135.00

Options

GT6 RGB Spare Parts - One Module Package - Includes One (1) Module and Sata Cable

USD 975.00

** Service Options

PLEASE SELECT ONE OF THE FOLLOWING TWO SERVICE PROVIDER OPTIONS: -

DAKTRONICS PROVIDES MAINTENANCE SERVICE - Purchaser delegates Daktronics to support end user's display maintenance. Services include providing phone technical support, parts ordering, onsite labor and preventative maintenance.

PURCHASER PROVIDES MAINTENANCE SERVICE - Purchaser will execute end user's display maintenance. Services include providing phone technical support, parts ordering, onsite labor and preventative maintenance.

Installation Assurance Plus - Advanced onsite support of equipment installation. Adds 90 days onsite labor service to the Parts Assurance Warranty and includes one web seminar for product user

USD 1,500.00



GUTHMAN SIGNS

Quote # 680305-1 Rev 0

Page 1 of 2

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DAKTRONICS QUOTE # 680305-1-0

Financing Program:

If your purchase exceeds \$20,000, you may qualify for our lease financing program allowing you more flexibility to spread out the cost of your Daktronics display and signage package over a period up to five (5) years. Benefits of our financing programs include fixed rate financing, no prepayment penalties and customizable payment schedules. Plus at the end of the term, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$949 per month

\$100,000 in total equipment cost = \$1,886 per month

\$250,000 in total equipment cost = \$4,716 per month

****Payments based on a 60 month, payment in advance structure. Financing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.**

Exclusions:

- | | |
|--|------------------------------------|
| - Electrical Installation | - Physical/Mechanical Installation |
| - Structure | - Foundation |
| - Power | - Hoist |
| - Technical Support/Installation Support | - Engineering Certification |
| - Signal Conduit | - Labor to Pull Signal Cable |
| - Applicable Permits | - Taxes |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment |

The Terms and Conditions which apply to this order available on request.

SL-02375 Standard Terms and Conditions of Sale

www.daktronics.com/terms_conditions/SL-02375.pdf

SL-02374 Standard Warranty and Limitation of Seller's Liability

www.daktronics.com/terms_conditions/SL-02374.pdf

DD2688225 Software as a Service Agreement

www.daktronics.com/terms_conditions/DD2688225.pdf

DD1360382 Installation Assurance Services

www.daktronics.com/terms_conditions/DD1360382.pdf

NOTE:

This quote is not to be used as a purchase order/order form. Please request a formal quote with specific options defined, from your Daktronics representative, when you are ready to purchase.

**Service Options

Daktronics wants to ensure that all product users receive quality service. To achieve that goal, we are asking that the Purchaser make a choice on the final Quote whether Purchaser will be providing maintenance service or asking Daktronics to provide that service. The Platinum Service option is available exclusively to Purchasers who request that Daktronics provide services.





GUTHMAN SIGNS



watchfire

QUOTE NUMBER: 1901810.0 (Version 0) DATE: 1/28/2019

SIGN ID: 1238515 W10-S

Guthman Signs LLC 9113810

Alex Dix

407-448-5311

alex@guthmansigns.com

Shipping Destination

Sturgis, MN

Job Site

Name: Sturgis-Young Auditorium- MI

Address:

City:

State: Zip:

PRODUCT SPECIFICATIONS

Pixel Pitch:	W10mm LED RGB
Pixel Matrix:	90 X 210
Cabinet Size:	41in H x 7ft 3in L x 5in D
Viewing Area:	36in H x 7ft L
Cabinet Style:	Single Face Signpak (Slim)
Character Size:	11 lines / 42.0 Characters at a 3" type
Approx. Weight:	343.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	2-4 weeks (after this document is signed & returned and receipt of down payment).
Electrical Service:	120 VOLT 13.0 amps (13.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed. <i>Example: 8.1 KWHrs a day x \$0.07 = \$0.57/Day</i>

STANDARD FEATURES

Brightness	Daytime 7000 NITs Maximum; Nighttime 700 NITs Maximum
Color	LED RGB
Color Capability	Min. 1.2 Quintillion
Includes	Ignite Graphics Software
Video	Up to 30FPS
Viewing Angles	150 Horizontal/95 Vertical

OPTIONS

Software Communications	Ignite OP RWF High Speed Long Range Wireless Point-to-point Radio
Software Training	Web Based Software Training
Temperature Sensor	w/100-Step Photocell w/15 ft Cable
Power Requirements	Standard As Quoted
Sign Mounting Kit	Not Ordered / Not Required
Warranty	Standard 5-Year Parts Warranty
Personal Computer	PC Not ordered. Ignite Included
Technician On-Site	Not Ordered
Spare parts kit	Not Ordered

Structural Options:

Single Sided LED Illuminated Cabinet Per Rendering
Engineering Drawings Included

ORDER ACCEPTANCE

QUOTE VALID UNTIL 4/28/2019

System Price: 10mm Highbrightness Color LED Message Center - Front Ventilation

System Price	\$24,118.40 USD	To order Sign ID 1238515, sign here and return with down payment
Crating & Shipping To Sturgis, MN via Common LTL Carrier	Included	
Grand Total:	\$24,118.40 USD	Signature: _____ Date: _____

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <http://watchfiresigns.com/terms-and-conditions-of-sale> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged. This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

MEMO

To: Sturgis City Commission
From: Michael L. Hughes, City Manager
Date: December 16, 2022
Subject: City Manager Hiring Process Information

Proposed City Manager Hiring Process Timeline

December 27, 2022 | Job advertisement
January 27, 2023 | Application deadline
February 1, 2023 | Special meeting to review resume/applications
February 8, 2023 | Additional time to review resumes/applications if necessary
February 13, 2023 | Candidates selected for interviews and announced
Week of February 20, 2023 | Interviews
Week of February 27, 2023 | 2nd Interviews (optional)
Community meet and greet (optional)
March 8, 2023 | Job offer to acceptable candidate
Week of March 13, 2023 | Background review, contract negotiation
March 22, 2023 | Contract approval
April 24, 2023 | Projected start date

Job Advertisement

The City of Sturgis, Michigan (population 11,082) is seeking candidates for City Manager. The City Manager is the Chief Administrative Officer (CAO) of the City, appointed by a 9-member City Commission. The City Manager is responsible for the day-to-day activities of the City, provides overall direction to and is responsible for the management, staffing, administration and operation of all city departments.

The most populous city of St. Joseph County, Sturgis has a diverse economy boasting a variety of global and regional manufacturers, a vibrant historic downtown and is experiencing continued economic growth. The FY 2022-23 Budget is \$64 million (GF \$12M), supporting 113 full-time employees.

Sturgis' current city manager served the city successfully for over 17 years. Sturgis has a strong tradition of stability with 4 managers since 1980 and 5 managers since 1948. The City Commission is seeking an experienced local government professional to continue advancement of the organization and significant infrastructure projects. Sturgis is a proud provider of public power; one of 40 municipal electric utilities in Michigan.

Sturgis is a progressive, civic/family-oriented community located in southwest Michigan with excellent quality of urban and rural life, including superior schools. Commission is seeking a stimulated, highly motivated, vision oriented, proven leader with excellent communication and community relation's skills.

Sturgis is a full-service city centrally located between Chicago and Detroit, just off I-80 offers a city airport, auditorium and civic center, modern recreation center, many community and outdoor recreational opportunities and a growing Hispanic population.

Candidate must be an outgoing, friendly, and positive individual with sound experience in finance, budgeting, intergovernmental relations, infrastructure management, municipal operations and economic development. Municipal electric utility experience preferred.

A four-year degree in a relevant field of study (public or business administration, or related); at least seven to ten years of progressively responsible experience in local government, including at least five as a municipal manager, deputy, assistant, or major department head; or any equivalent combination of education and experience are all required. Master's degree preferred (public administration or related). Competitive salary, DOQ/E (\$__K to \$__K+) & excellent benefits.

Those interested should submit a cover letter, resume and professional references to Kenneth D. Rhodes, City Clerk/Treasurer @ krhodes@sturgismi.gov. Applicants requesting confidentiality should indicate such in their cover letter.

Application deadline is **January 27, 2023**. EOE

Salary Range

Current pay range from compensation study: \$103,500 - \$144,900

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10F

Management Transition Consulting Agreement

This Agreement is reached on this ____ day of ____ between the City of Sturgis (“City”) and Michael L. Hughes (“Consultant”).

1. *Services.* In order to ensure and facilitate a smooth transition of the City’s management function, overall operations, and continuation of institutional knowledge, Consultant will consult with the City Manager and City Staff as requested by the City Manager on City matters at such reasonable times as the City Manager may request. Consultant will perform the following specific services on request: (a) meet with and advise representatives of the City from time to time as needed, (b) reasonably be available and communicate via emails and phone calls or other means of acceptable communication, (c) provide information and institutional knowledge regarding City operations, past and current projects and initiatives, and (d) assist with coordinating administrative aspects of the City Manager hiring process including application/resume submission, interview process and logistics, and facilitating reference checks and background review. Consultant shall not be involved in the recruiting, recommending of candidates, participate in interviewing or in the decision-making process regarding the selection of any candidate(s).

2. *Compensation.* The City will pay Consultant 6 monthly installments of \$6,351.71 during the term of the Agreement commencing February 1, 2023.

3. *Independent Contractor.* Consultant’s relationship to the City shall be that of an independent contractor and not of an officer, employee, or agent of the City. The City shall have no liability to Consultant except to pay the compensation described and agreed to herein.

4. *Term.* The term of this Agreement shall be from January 21, 2023 thru July 21, 2023.

5. *Records.* Any records or other documents (including copies, summaries, or disks or other medium for electronic storage of information) prepared or acquired by Consultant in performing services to the City shall belong to the City and shall be surrendered to it on termination of the Agreement.

6. *Worker’s Compensation.* The City shall not obtain worker’s compensation insurance on behalf of Consultant.

7. *Unemployment Compensation.* The City shall make no state or federal unemployment compensation payments on behalf of Consultant.

8. *Indemnity.* In consideration for the services provided and the mutual benefit of this agreement, the City agrees to indemnify, defend, and hold harmless the Consultant from any and all liability arising out of or in any way related to Consultant’s

performance of services during the term of this Agreement, except for actions that arise from intentional or reckless acts of the Consultant.

This Agreement contains the entire Agreement and supersedes any prior oral or written understandings and Agreements between the parties and can be modified only by a writing signed by both Consultant and the City. This Agreement is not assignable by either party and is governed by Michigan law.

Dated: _____

Michael L. Hughes, Consultant

Dated: _____

Jeffery Mullins, Mayor City of
Sturgis