



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, JANUARY 11, 2023
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

WORK SESSION 5:00 P.M.

1. Michigan Public Power Agency Discussion

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 19, 2022 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$1,595,778.37 as presented.**
 - C. Pine Street Extension Vacation Request – Set Public Hearing
 - **ADOPT the Resolution Setting a Public Hearing Regarding Vacating a Portion of Pine Street as presented.**
9. UNFINISHED BUSINESS
 - A. Interim City Manager Contract – TJ Reed
10. NEW BUSINESS
 - A. Public Hearing for Vacation of Jean Ave. – Barry Cox
 - B. St. Joseph County ISD and SYCA License Agreement – Michael Hughes
 - C. Electric Substation Breaker Purchase – Chris McArthur
 - D. PSUB Floor Coating – Daniel Root
 - E. City Attorney RFP – Michael Hughes
 - F. Public Purpose Expenses Resolution – Michael Hughes
 - G. 2023 Downtown Events Requests – Andrew Kuk
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

Manager's Report

JANUARY 11, 2023



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Michael L. Hughes
City Manager

Work Session

1. Michigan Public Power Agency Discussion

Staff: Chris McArthur

Representatives from the Michigan Public Power Agency (MPPA) will be providing information on who they are and what they do for the City. They will also discuss MPPA's strategic objective on adding more behind the meter generation, helping members reduce transmission costs and be more reliable. These projects may include more solar, reciprocating engines, combustion turbine, or battery storage systems.

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for January 11, 2023 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the December 19, 2022 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,595,778.37 as presented.

8C. Pine Street Extension Vacation Request – Set Public Hearing

The City of Sturgis received a deed to extend Pine Street north from Lakeview Manor plat from Nu-Plan Finance Company on July 25, 1961. The deed dedicated the property for use as a street. It was never extended and is directly within the Thurston Woods Park Splash Pad site. An Exhibit A showing the area in question is included in your packet.

Also included in your packet is a draft resolution setting a public hearing for vacation of the street at the February 26th City Commission meeting.

If ultimately approved following the public hearing, the vacated street would be added to a property combination for all of Thurston Woods Park, Doyle Center, and Community Enrichment Center area.

Consent Agenda Motion:

ADOPT the Resolution Setting a Public Hearing Regarding Vacating a Portion of Pine Street as presented.

Included in your packet:

1. Resolution Setting a Public Hearing Regarding Vacating a Portion of Pine Street
2. Exhibit A

9. Unfinished Business

A. Interim City Manager Contract

Staff: TJ Reed

At the December 19th City Commission meeting the Commission tabled consideration of the Interim City Manager Contract to this meeting. A copy of the Contract is included in your packet.

Included in your packet:

1. Proposed Interim City Manager Contract

10. New Business

A. Public Hearing for Vacation of Jean Ave.

Staff: Barry Cox

OPEN PUBLIC HEARING

At the November 30th City Commission meeting, the Commission approved a resolution setting a public hearing regarding the vacation of a portion of Jean Avenue related to a property owner request.

The proposed segment of Jean Avenue is located north of E. Hatch Street. During a title search and survey activities this summer, it was determined a 50-foot wide by 36-foot long portion of Jean Avenue was not vacated by two previously approved vacations on Jean Avenue. A portion of the building at 309 N. Prospect encroaches into Jean Avenue at this location.

A draft resolution vacating the street is included in your packet for consideration following the public hearing. Should any objections be raised by the public to the vacation, either in writing prior to the meeting or at the public hearing, the Commission would need to have a 2/3rds majority vote to move forward with vacating the street. To date, no objections have been received by City staff.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution to Vacate a Portion of Jean Ave. as presented.

Staff Recommendation:

ADOPT

Included in your packet:

1. Resolution to Vacate a Portion of Jean Ave.
2. Exhibit A

10. New Business

B. St. Joseph County ISD and SYCA License Agreement

Staff: Michael Hughes

City staff have been in discussions with the St. Joseph County Intermediate School District's (ISD) Career and Technical Education (CTE) program to provide space for teaching a culinary class and a hospitality class to high school students. We were approached by Jim Berry, Director of CTE, about the concept of using the Sturges-Young Center for the Arts (SYCA) facility for kitchen and instructional space. Included in the packet is a draft license agreement that provides terms for the partnership. The term of the agreement is from July 1, 2023, to June 30, 2024. The instructional use of the space is set to be during the school year from August to June and approximately 180 service days. The use of the facility will be Monday through Friday from 7:30 a.m. to 3:00 p.m., however each class would be 3 hours per day.

Research was done regarding the fee amount. The best applicable information we found was to use a rental rate used for incubator kitchens at \$22 per hour. We used \$15 per hour as the fee for instructional space. Therefore, the annual fee for the culinary class is proposed at \$11,900.00 and the hospitality class at \$8,000.00. Under section 8 the licensee is responsible for any maintenance or damage to any kitchen equipment.

City staff believes that this is an exciting opportunity to generate revenue through use of the space as well as facilitate a training experience for culinary and hospitality services. These services are desperately needed not only for the SYCA, but the greater Sturgis community.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the license agreement between the St. Joseph County Intermediate School District and City of Sturgis for use of the kitchen and instructional space at the Sturges-Young Center for the Arts as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Draft License Agreement

10. New Business

C. Electric Substation Breaker Purchase

Staff: Chris McArthur

As part of the FY 2022-2023 budget staff planned for the replacement of the four breakers at Franks substation. During routine maintenance we discovered parts that needed to be ordered for these breakers and learned that they are no longer supported by the manufacturer.

As part of staff evaluation of the overall system in the past six months, they also identified four more breakers of the same model that also need replaced or installed in other areas.

Two of these breakers will be placed at Southeast substation to replace breakers that do not have the preferred capacity; these breakers are older models that were in service before the most recent upgrade and are at the end of their useful life.

The last two breakers will be purchased for the future Industrial substation expansion project. This expansion would improve capacity in the northwest portion of the City that includes our industrial area. This project will take the place of the construction of the proposed “North Central Substation” that was included in the FY 2022-2023 capital projects budget. Staff intends to bring details of the proposed project to the Commission later this year so engineering can be completed for construction in 2024.

To get the best pricing and delivery possible staff bid all eight breakers together. Two bids were received; the low bid and recommended bid was from Verhill Associations for ABB brand breakers in the amount of \$207,820.00 with a 19 to 24-week lead time. A bid tabulation is included in your packet.

Engineering and installation costs for the six breakers at Franks and Southeast substations will be presented to the Commission at a future meeting. There is \$250,000.00 in the 2023 capital budget for R-Mag VCBs at Franks Substation. Staff

also proposes using \$100,000.00 from the Rural Substation Project budget for FY 2022-2023 for a total of \$350,000 for this project. Costs for the Rural Substation project will be moved into future years as part of the next capital budget. A budget and costs spreadsheet is included in your packet for the project.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the purchase of eight (8) 15kV ABB breakers from Verhill Associates in the total amount of two hundred and seven thousand, eight hundred and twenty dollars (\$207,820.00) as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Bid Tab
2. Substation Breakers Project Budget and Costs Spreadsheet

10. New Business

D. PSUB Floor Coating

Staff: Daniel Root

The Public Service Utility Building (PSUB) was constructed in 2011 to house the Department of Public Services, City Mechanic, and vehicles and equipment for the Electric Line Department. With just under 28,000 sq. ft. of vehicle and equipment storage and parking, including the wash bay and mechanics area, the existing concrete floor has held up very well due in part to the regular care and cleaning by staff. With very minimal wear starting to be revealed on the floor, staff budgeted for this year to seal and coat the floor and control joints.

Given the wide variety of treatments, staff approached three vendors for quotes on the work rather than attempt to develop a bid specification and go through a sealed bid process. Staff spoke to representatives from the three companies and were given several options and proposals to review. A review of these options with notes is included in your packet. With the wide variety of products and types of floor coatings, staff reviewed the options based on several factors such as surface preparation types, the ability to be cleaned, the cost, the length of time to install the product, and product longevity.

The length of time to install was an important factor in order to minimize disruptions to the flow and function of the facility. Installation would be planned for warmer weather season when vehicles and equipment can be stored outside.

Longevity of the product and potential cost for future repair/recoating were also important in consideration of a recommendation. It is difficult to determine how long a particular floor coating will last based on the use and size of equipment causing the wear on the flooring, but based on prior installations at similar locations, a urethane topcoat should last up to 10 years. At that point only the urethane topcoat and not the epoxy basecoat would need to be replaced, greatly reducing that future cost.

After evaluation of the factors staff is making the recommendation to use Northern Industrial Flooring as the contractor to install a 100% solids epoxy base coat with a urethane topcoat. The quote from Northern included the painting of all the parking lines inside the building. Northern also provided an alternate to include the Mechanics area, which staff is recommending accepting. The time to complete the project is estimated at 8 to 10 days total, split into two 4 to 5 day trips. The recommended quote from Northern with the alternate included is \$95,689.20.

The FY 2022-2023 capital budget includes \$175,000.00 for the completion of this work under the PSUB section of the Electric Department budget, bringing the project as recommended in under budget by almost \$80,000.00.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the proposal from Northern Industrial Flooring for PSUB floor coating in the amount of ninety-five thousand, six hundred and eighty-nine dollars and twenty cents (\$95,689.20) as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. PSUB Flooring Quote Review

10. New Business

E. City Attorney RFP

Staff: Michael Hughes

At the December 12th City Commission meeting, the Commission approved the release of an RFP for City Attorney services.

Staff received one proposal from the firm of Bird, Scheske, Reed & Beemer, P.C. and a letter declining to provide a proposal from HaasCaywood, PC. Both documents are included in your packet.

The proposal from Bird, Scheske, Reed & Beemer identifies Timothy J. Reed as the firm's primary point of contact with Eric J. Scheske as the primary backup. The cost proposal includes an annual \$93,000.00 retainer (billed monthly) with hourly rates of \$200.00 to \$250.00 for work outside the retainer and \$215.00 per hour for code violation and prosecution work.

Proposed Motion:

Move that the Sturgis City Commission APPOINT/NOT APPOINT Timothy J. Reed of Bird, Scheske, Reed & Beemer, P.C. as City Attorney.

Included in your packet:

1. Bird, Scheske, Reed & Beemer, P.C. Proposal
2. HaasCaywood PC Letter

10. New Business

F. Public Purpose Expenses Resolution

Staff: Michael Hughes

The State of Michigan Department of Treasury provides guidance on local government legal expenditures. Their guidance outlines that in order for incidental expenditures like food for employees to be a legal public expenditure, it must be specified in a collective bargaining agreement or a duly adopted employment policy of the governmental unit (fringe benefit).

Now more than anytime I can remember, how the City manages the employment relationship and creates an environment that encourages employee retention, positive morale and comradery is critical to providing efficient and effective public services. The City Attorney has reviewed the Department of Treasury guidance on municipal expenditures and the Home Rule Cities Act and believes that incidental expenditures to benefit employees for things such as, but not limited to, occasional recognition of achievements or paying for refreshments/meals when extra work, time or effort is being required is a valid municipal expense.

Included in your packet is a Resolution to Designate Certain Employee Expenditures as a Public Purpose, which if approved, would adopt specific language to be included in the Employee Handbook consistent with the guidance provided by the Department of Treasury.

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution to Designate Certain Employee Expenditures as a Public Purpose as presented.

Staff Recommendation:

ADOPT

Included in your packet:

1. Resolution to Designate Certain Employee Expenditures as a Public Purpose
2. Determining Lawful Expenditures

10. New Business

G. 2023 Downtown Events Requests

Staff: Andrew Kuk

Included in your packet is an events request list for all 2023 downtown events. The list lays out when the events occur, the requested street closures, whether or not a Special Event liquor license is proposed, and other special requests and notes.

In the past staff has brought these requests separately as part of the consent agenda, but are trying a new procedure this year. The list includes almost all DDA events for the calendar year. Detailed Sturgis Fest requests will be brought separately at a later date, but staff wanted to identify the special liquor licenses on that date. In addition, requests for the 2023 Christmas events will be outlined closer to the event date.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the requests for the 2023 Downtown Events as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. 2023 Downtown Events Requests List

Noteworthy Meetings / Events

- Roger Bird Reception | December 19th
- WBET Interview | December 21st
- Employee Christmas Lunch | December 22nd
- District Library Board Meeting | January 3rd
- DDA Meeting | January 4th
- Kiwanis Club Presentation | January 4th

Upcoming Events

- Winter Blues | Downtown | 5:30pm-9:00pm | January 13th
- Recreation Master Plan Public Hearing | Doyle Community Center | 4:00pm | January 17th
- Eastwood Elementary School Ribbon Cutting | 10:00am | January 19th
- Michael Hughes Reception | City Hall | 4:00pm-5:30pm | January 19th
- Casablanca Movie | SYCA | 7:00p | January 26th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, DECEMBER 19, 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 Mayor Mullins.

Commissioners present: Bir, Kinsey, Smith, Harrington, Hile, Perez, Vice-Mayor Miller, Mayor Mullins

Commissioners absent: Klinger

Also present: Assistant to the City Attorney, City Manager, Assistant City Manager, City Controller, Parks and Cemetery Superintendent, Public Safety Director, Facilities Manager, SYCA Director, City Clerk

The City Commission thanked City Attorney Roger Bird for his thirty years of service and wished him well in his retirement. Mr. Bird expressed his appreciation and explained that he has enjoyed working with City Staff and City Commissioners over the years.

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

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

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of December 19, 2022 as presented.

8A. 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.

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

Parks and Cemetery Superintendent Tony VanNest provided information on the possibility of increasing the size of monuments at the cemetery.

Moved by Comm. Hile and seconded by Comm. Smith to an amendment to the Rules and Regulations for Oak Lawn Cemetery increasing the maximum monument height from 42” to 48” as presented.

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

City Clerk/Treasurer Kenneth Rhodes provided information on the members of the Doyle, Recreation, and Parks Board who are willing to also serve on the Cemetery Board. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to appoint Mary Bogart and Craig Cassault to the Cemetery Board through May 2024 and May 2027 respectively.

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

Facilities Manager Dan Root provided details on the purchase of a new sign for the Sturges-Young Center for the Arts. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve 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).

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

Moved by Comm. Hile and seconded by Comm. Smith to approve 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.

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

City Manager Michael Hughes provided details on a timeline, advertisement, and other items related to a search for a new City Manager. Discussion followed.

The City Commission had consensus to approve the proposed timeline for replacement of the City Manager, to advertise the proposed salary as \$120,000 to \$140,000, to add experience with union negotiations, and to have applications due on January 27, 2023.

Moved by Comm. Hile and seconded by Comm. Smith to set a special meeting at 6:00 p.m. on Tuesday, January 31, 2023 in the Wiesloch Raum of City Hall to review applications for City Manager.

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

Assistant to the City Attorney TJ Reed provided details on the Interim City Manager Agreement. Discussion followed. The City Commission will consider the Agreement at their next regular meeting.

Assistant to the City Attorney TJ Reed provided details on the Management Transition Consulting Agreement with the City Manager. Discussion followed.

Moved by Comm. Miller and seconded by Comm. Hile to approve Management Transition Consulting Agreement as presented.

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

Moved by Comm. Hile and seconded by Comm. Bir to go into Closed Session to discuss union negotiations.

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

Voting nay: None Absent: Klinger MOTION CARRIED

Meeting recessed at 7:13 p.m.

Meeting reconvened at 7:45 p.m.

Moved by Comm. Hile and seconded by Comm. Miller to approve the tentative agreement with POLC (Firefighters Unit) as presented.

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

The meeting was adjourned at 7:46 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8B

Date	Check#	Vendor	Vendor Name	Amount
Manual Checks				
12-21-2022	244895M	00296	BLOCK 14 INC	13,058.00
12-22-2022	PR0599M	00061	CITY OF STURGIS PAYROLL	335,427.71
12-21-2022	T15372M	05892	PAYCOR	352.39
12-22-2022	T15373M	00062	CITY OF STURGIS-EMPLOYEE INS	66,465.80
12-22-2022	T15374M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,894.86
12-22-2022	T15375M	06190	HEALTH EQUITY/HSA PR TRANSFER	100.00
12-22-2022	T15376M	00065	DOYLE MEMBERSHIP TRANSFER	2,746.30
12-22-2022	T15377M	00063	CITY OF STURGIS TAX TRANSFER	18,778.87
12-22-2022	T15378M	05123	COMERICA BANK-INST TRUST SERV	33,368.92
12-22-2022	T15379M	03229	CITY OF STURGIS-WORKERS COMP	3,308.18
12-22-2022	T15380M	00064	INTL CITY MGMT ASSOC RETR CORP	7,886.72
12-23-2022	T15381M	04088	BLUE CROSS BLUE SHIELD OF MI	40,224.34
12-26-2022	T15382M	04197	MI PUBLIC POWER AGENCY	131,835.56
12-05-2022	T15383M	04197	MI PUBLIC POWER AGENCY	225,245.86
12-22-2022	T15384M	03858	FARMERS STATE BANK	7,781.90
01-04-2023	T15385M	00197	CITY OF STURGIS UTILITIES	18,601.64
01-05-2023	T15386M	06121	GB SOLAR TE 2020 HOLDINGS LLC	60,977.02
01-02-2023	T15387M	04389	FRONTIER COMMUNICATIONS A	103.82
01-03-2023	T15388M	03770	MICHIGAN GAS UTILITIES	485.23
01-04-2023	T15389M	03770	MICHIGAN GAS UTILITIES	304.37
01-04-2023	T15390M	03770	MICHIGAN GAS UTILITIES	46.95
01-01-2023	T15391M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
01-01-2023	T15392M	04291	HUNTINGTON NATIONAL BANK	3,064.69
01-12-2023	T15393M	00197	CITY OF STURGIS UTILITIES	14,457.36
01-20-2023	T15394M	00197	CITY OF STURGIS UTILITIES	11,019.02
01-10-2023	T15395M	03770	MICHIGAN GAS UTILITIES	304.61
01-20-2023	T15396M	00197	CITY OF STURGIS UTILITIES	6,950.25
01-11-2023	T15397M	03770	MICHIGAN GAS UTILITIES	2,265.83
01-12-2023	T15398M	03770	MICHIGAN GAS UTILITIES	80.05
01-13-2023	T15399M	03770	MICHIGAN GAS UTILITIES	50.03
01-13-2023	T15400M	04389	FRONTIER COMMUNICATIONS A	228.96
01-13-2023	T15401M	04389	FRONTIER COMMUNICATIONS A	53.03
01-12-2023	T15402M	04389	FRONTIER COMMUNICATIONS A	50.87
01-12-2023	T15403M	04389	FRONTIER COMMUNICATIONS A	55.16
01-12-2023	T15404M	04389	FRONTIER COMMUNICATIONS A	26.08
01-12-2023	T15405M	04389	FRONTIER COMMUNICATIONS A	214.30
01-12-2023	T15406M	04389	FRONTIER COMMUNICATIONS A	88.20
01-12-2023	T15407M	04389	FRONTIER COMMUNICATIONS A	180.50
01-10-2023	T15408M	04421	AT&T MOBILITY	848.50
01-02-2023	T15409M	04197	MI PUBLIC POWER AGENCY	269,213.43
01-01-2023	T15410M	04088	BLUE CROSS BLUE SHIELD OF MI	23,382.45
01-12-2023	T15411M	02909	CHARTER COMMUNICATIONS	708.73
01-17-2023	T15412M	04389	FRONTIER COMMUNICATIONS A	604.00
01-18-2023	T15413M	04389	FRONTIER COMMUNICATIONS A	214.31
01-18-2023	T15414M	04389	FRONTIER COMMUNICATIONS A	231.30
01-23-2023	T15415M	04389	FRONTIER COMMUNICATIONS A	52.88
01-03-2023	T15416M	05875	ALERUS FINANCIAL/MERS-STIPEND	1,200.00
01-03-2023	T15417M	05875	ALERUS FINANCIAL/MERS-STIPEND	1,200.00
01-03-2023	T15418M	05875	ALERUS FINANCIAL/MERS-STIPEND	1,200.00
12-01-2022	T15419M	05875	ALERUS FINANCIAL/MERS-STIPEND	1,200.00

Automatic Checks

Date	Check#	Vendor	Vendor Name	Amount
01-11-2023	244896	00110	A & K PRINTING & POOLS	415.00
01-11-2023	244897	04266	ABONMARCHE CONSULTANTS INC	12,810.20
01-11-2023	244898	00066	ACTION QUICK PRINT PLUS	368.40
01-11-2023	244899	06156	AGILE TICKETING SOLUTIONS LLC	17.85
01-11-2023	244900	00332	ALEXANDER CHEMICAL CORP	197.25
01-11-2023	244901	05103	BRIDGETTE ALLEY	225.00
01-11-2023	244902	06102	ALLIED FIRE SALES & SERVICE	497.12
01-11-2023	244903	06119	AMAZON.COM SALES INC	2,174.11
01-11-2023	244904	06318	AMBULANCE BILLING NETWORK LLC	1,413.18
01-11-2023	244905	04696	APX INC	121.27
01-11-2023	244906	05640	BECKETT & RAEDER	5,588.75
01-11-2023	244907	06117	BENITA ANN LEWIS	60.00
01-11-2023	244908	00072	BIRD, SCHESKE, REED & BEEMER,	9,364.14
01-11-2023	244909	00132	BOFA INC	240.00
01-11-2023	244910	00006	BOLAND TIRE INC	3,752.54
01-11-2023	244911	04965	BSN SPORTS INC	72.00
01-11-2023	244912	01283	BYCE & ASSOCIATES INC	3,460.00
01-11-2023	244913	03343	BYLER ELECTRIC INC	2,215.17
01-11-2023	244914	05125	CANNON TECHNOLOGIES	3,440.80
01-11-2023	244915	06350	CAR CONNECTION AUTOBODY	473.74
01-11-2023	244916	00296	CARLOS MENDEZ ARIAS	49.54
01-11-2023	244917	01047	CEM SUPPLY INC	457.98
01-11-2023	244918	05634	CITY OF STURGIS	12,353.50
01-11-2023	244919	06296	CIVICPLUS LLC	6,222.09
01-11-2023	244920	06065	COOPER'S TRENCHING INC	2,600.00
01-11-2023	244921	06325	COTTIN'S HARDWARE	347.92
01-11-2023	244922	06158	CULLIGAN WATER OF STURGIS	43.00
01-11-2023	244923	00041	DAN ARMEY	119.00
01-11-2023	244924	03112	DIXON ENGINEERING INC	2,200.00
01-11-2023	244925	03109	DOWNTOWN DEVELOPMENT AUTHORITY	2,350.00
01-11-2023	244926	03095	MARY DRESSER	180.00
01-11-2023	244927	00364	CAROL DUSTIN	360.00
01-11-2023	244928	06244	EMERGENCY VEHICLES PLUS	836.40
01-11-2023	244929	06343	ERIN MELCHI BAKER	120.00
01-11-2023	244930	05490	FERGUSON WATERWORKS #3386	3,629.25
01-11-2023	244931	00013	FISHBECK	12,555.63
01-11-2023	244932	00776	FLEIS & VANDENBRINK	41,602.45
01-11-2023	244933	06287	FOCAL POINT STUDIOS	5,000.00
01-11-2023	244934	04389	FRONTIER COMMUNICATIONS A	640.09
01-11-2023	244935	02082	GECKO SECURITY LLC	300.00
01-11-2023	244936	00183	W W GRAINGER INC	1,672.03
01-11-2023	244937	05639	GRAPHICS 3	408.05
01-11-2023	244938	05634	GREEN PROJECTS GROUP	100.00
01-11-2023	244939	04348	HAGADORN MECHANICAL SERVICES	1,591.38
01-11-2023	244940	06219	HAVILAND PRODUCTS COMPANY	2,181.40
01-11-2023	244941	06347	HOPE EICHORN	120.00
01-11-2023	244942	04922	HUTSON ASSESSING INC	4,769.33
01-11-2023	244943	05809	IMAGE TREND INC	2,813.77
01-11-2023	244944	05171	STUART C IRBY CO	5,766.40
01-11-2023	244945	00041	JERRY JOHNSON	385.00
01-11-2023	244946	06314	JODIE M JOHNSON	60.00
01-11-2023	244947	00041	KAYLA RUDY	30.00
01-11-2023	244948	00020	KENDRICK STATIONERS INC	1,316.26

Date	Check#	Vendor	Vendor Name	Amount
01-11-2023	244949	00296	KEVIN S ESTRADA	100.00
01-11-2023	244950	01101	JANENE KOSMAN	140.00
01-11-2023	244951	00581	KRONTZ GENERAL MACHINE & TOOL	19.80
01-11-2023	244952	00212	KSS ENTERPRISES	210.44
01-11-2023	244953	05977	LAKE LAND INTERNET LLC	106.94
01-11-2023	244954	00216	LAWSON PRODUCTS INC	1,169.78
01-11-2023	244955	00394	LAWSON-FISHER ASSOCIATES PC	17,723.24
01-11-2023	244956	06087	MALLORY SAFETY AND SUPPLY, LLC	566.68
01-11-2023	244957	00635	MCMASTER-CARR SUPPLY COMPANY	1,580.86
01-11-2023	244958	06351	MELISSA ANDREWS	120.00
01-11-2023	244959	01078	STATE OF MICHIGAN	52.00
01-11-2023	244960	05121	MICKEY'S LINEN	232.65
01-11-2023	244961	06026	MID-CITY SUPPLY CO INC	12.74
01-11-2023	244962	00296	MIGUEL A MUNOZ	76.68
01-11-2023	244963	04014	MILLERS SALES & SERVICE	614.70
01-11-2023	244964	05051	MILSOFT UTILITY SOLUTIONS	515.09
01-11-2023	244965	00847	MWEA	95.00
01-11-2023	244966	06069	NAPA AUTO PARTS	759.65
01-11-2023	244967	05932	O'REILLY AUTO ENTERPRISES LLC	57.45
01-11-2023	244968	03080	OTIS ELEVATOR COMPANY	2,384.28
01-11-2023	244969	05042	PLANT GROWTH MANAGEMENT SYSTEM	6,462.00
01-11-2023	244970	00033	POSTNET POSTAL & BUSINESS	561.01
01-11-2023	244971	00485	POWER LINE SUPPLY	1,920.77
01-11-2023	244972	06352	PRESERVATION FORWARD LLC	525.00
01-11-2023	244973	05468	PVS TECHNOLOGIES INC	2,842.01
01-11-2023	244974	04251	RAI JETS LLC	1,260.00
01-11-2023	244975	04618	RAPID SHRED LLC	185.21
01-11-2023	244976	00035	RESCO	648.60
01-11-2023	244977	05379	S & S INDUSTRIAL SUPPLY	897.85
01-11-2023	244978	05765	SELKING INTERNATIONAL	654.97
01-11-2023	244979	03160	SPARKLING CORPORATION	17,626.18
01-11-2023	244980	00041	SPENCER MADDOX	383.50
01-11-2023	244981	00707	SPORTSARAMA INC	38.00
01-11-2023	244982	00488	STATE SYSTEMS RADIO INC	295.00
01-11-2023	244983	03214	STRYKER	259.36
01-11-2023	244984	00291	STURGIS JOURNAL	161.10
01-11-2023	244985	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
01-11-2023	244986	06134	SWANK MOTION PICTURES INC	3,500.00
01-11-2023	244987	05682	ROBERT TAYLOR	200.00
01-11-2023	244988	00046	TELE-RAD INC	825.00
01-11-2023	244989	03060	TERMINAL SUPPLY CO	54.06
01-11-2023	244990	05777	TRACE ANALYTICAL LABORATORIES	277.00
01-11-2023	244991	05686	TRI-STATE SECURITY LKSMITH LLC	170.00
01-11-2023	244992	01238	UNITED PARCEL SERVICE	4.95
01-11-2023	244993	05745	ERICA VARGAS SARCO	140.00
01-11-2023	244994	04453	VERIZON WIRELESS	53.42
01-11-2023	244995	02734	WATERWORKS SYSTEMS & EQUIP INC	853.00
01-11-2023	244996	06353	WATKINS OIL COMPANY INC	35,174.79
01-11-2023	244997	06107	YEOMAN, TALIA	390.00
01-11-2023	D01929	04066	BORDEN WASTE-AWAY SERVICE INC	6,399.43
01-11-2023	D01930	02983	CINTAS LOCATION #351	1,291.11
01-11-2023	D01931	00019	KENDALL ELECTRIC INC	43.03
01-11-2023	D01932	03944	LINDE GAS & EQUIPMENT INC	215.83
01-11-2023	D01933	06250	MARANA GROUP	5,391.14

Manual Total	\$1,314,416.75
Automatic Total	\$281,361.62
 Grand Total	 \$1,595,778.37

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 12/18/2022
PR0599M PAYROLL DATE 12/22/2022

GENERAL	\$146,745.04
MAJOR STREET	6,158.11
LOCAL STREET	5,150.78
CEMETERY	6,145.45
DDA	794.50
AIRPORT	0.00
BUILDING	3,311.27
STURGES-YOUNG CENTER FOR THE ARTS	5,714.16
RECREATION	3,279.06
DOYLE RECREATION CENTER	7,654.45
AMBULANCE	23,008.92
ELECTRIC	80,541.21
SEWER	19,243.08
WATER	24,923.95
MOTOR VEHICLE	2,757.73
Payroll Sub-Total	\$335,427.71

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8D

**RESOLUTION SETTING A PUBLIC HEARING REGARDING VACATING A
PORTION OF PINE STREET**

WHEREAS, the City Commission of the City of Sturgis, County of St. Joseph, and State of Michigan, the same being the legislative body of the said City of Sturgis, deems it advisable and in the best interests of the City of Sturgis that a portion of Pine Street now situate and being within the City of Sturgis be vacated, said street being described as follows, to-wit:

Located in the City of Sturgis, St. Joseph County, Michigan

Commencing at the intersection of the Northerly line of Lakeview Manor, a recorded plat, and the Westerly Line of Pine Street, thence North 89° 48' East 60 feet, along the Northerly line of Lakeview Manor to its intersection with the Easterly line of Pine Street, thence North 0° 12' West along the Easterly line of Pine Street, extended to a point where said Easterly line of Pine Street extended interests the Northerly line of Oakwood Drive in Roselawn Terrace extended, North 77° East, thence South 77° West on the North line of Oakwood Drive extended to a point which is North 0° 12' West from the point of beginning; thence South 0° 12' East along the Westerly line of Pine Street extended to the point of beginning.

Also shown graphically in Exhibit A.

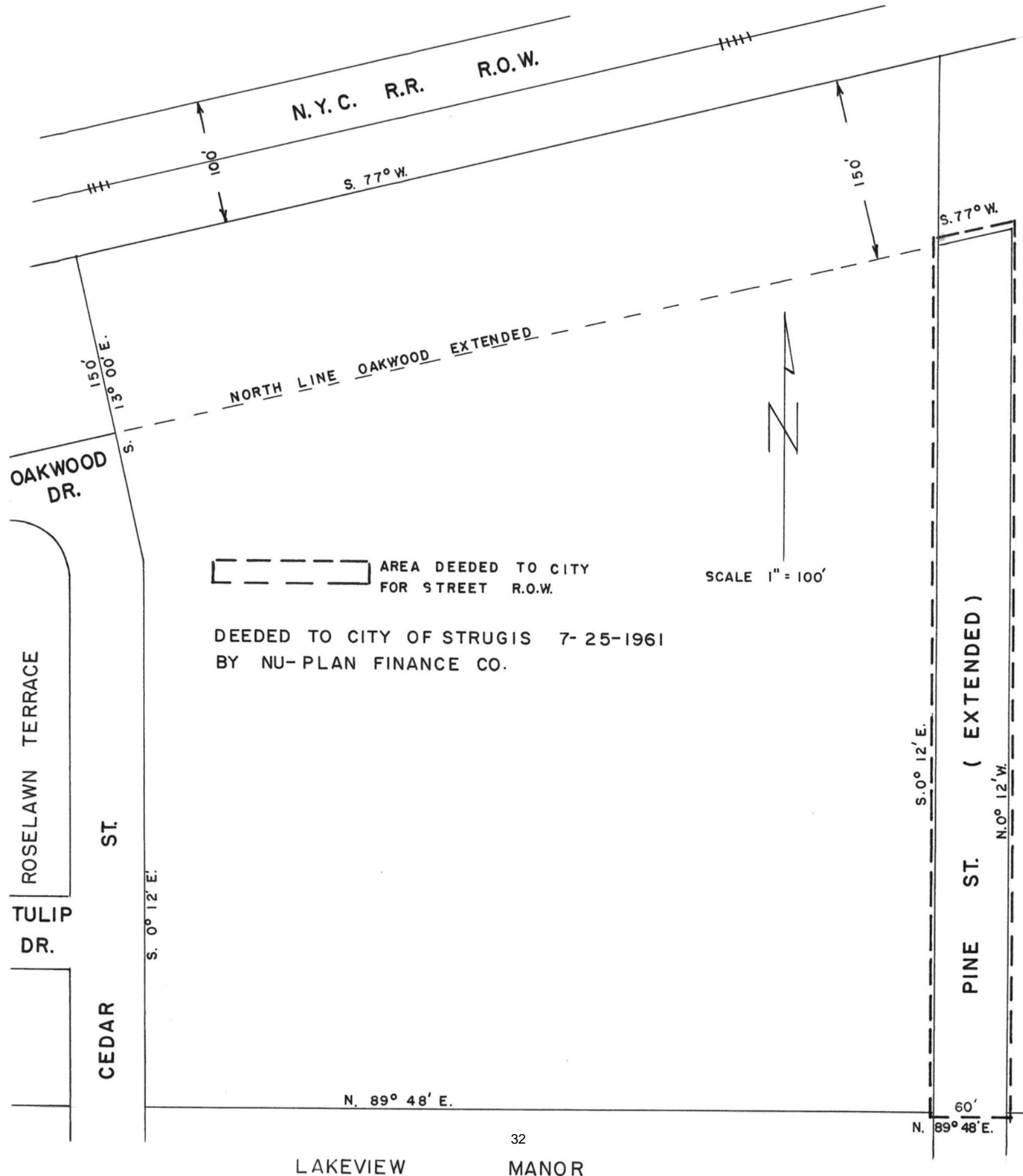
NOW, THEREFORE, BE IT RESOLVED, that a public hearing to hear objections thereto shall be held at the scheduled meeting of the Sturgis City Commission on Wednesday, January 11, 2023, commencing at 6:00 P.M. in the Wiesloch Raum of City Hall. Any objection to such action may be filed with the City Clerk in writing, and if any such objection is filed the portion of Jean Avenue described above now situate and being within the City of Sturgis shall not be vacated except by a concurring vote of two-thirds (2/3) of the City Commission.

EXHIBIT A - Vacation of Pine Street

BY E. Wagner DATE 1-5-62
CHKD. BY HL DATE 1-8-62

SUBJECT EXTENSION
OF
PINE STREET

SHEET NO. _____ OF _____
JOB NO. _____
File # 15



**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 9A

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of ____, 2023 by and between the CITY OF STURGIS, County of St. Joseph and State of Michigan, a municipal corporation, hereinafter called "Employer", as party of the first part, and ANDREW KUK, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said ANDREW KUK as Interim City Manager of the City of Sturgis, to fulfill the role of City Manager as provided by the City Charter of Sturgis, City of Sturgis Ordinances and Michigan Statutes pertaining thereto until a permanent City Manager is hired; and

WHEREAS, it is the desire of the STURGIS CITY COMMISSION, hereinafter called "Commission", to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, Employee is currently serving as the Assistant City Manager for the Employer and has agreed to serve in the role of Interim City Manager until such time as the Commission fills said position with a permanent City Manager; and

WHEREAS, the Employer and Employee wish to preserve Employees current position with Employer at the termination of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ said Employee as Interim City Manager of the City of Sturgis to perform the functions and duties of the City Manager as specified in said City Charter of Sturgis, City of Sturgis ordinances and Michigan Statutes pertaining thereto, and to perform other legally permissible and proper duties and functions as the Commission shall from time to time assign.

Section 2. Term

The initial term of this Agreement shall be for a period of time commencing on January 21, 2023 and continuing until such time as a permanent City Manager is hired and commences working in that position or upon a mutual date agreed upon by Employer and Employee.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Commission to terminate this Agreement at any time, subject only to the provisions set forth in Section 4, paragraph A of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of

the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, paragraph B, of this Agreement.

C. Employee agrees to remain in the exclusive employment of Employer commencing as of January 21, 2023, and continuing thereafter as provided herein. Employee agrees neither to accept other employment nor to become employed by any other employer until notice of termination of this Agreement.

D. Anything contained herein notwithstanding, Employee acknowledges and agrees that his employment as Interim City Manager is at the discretion of the Commission, as provided by this agreement.

Section 3. Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if:

- A. A majority of Commission and Employee agree, or
- B. After a public hearing, a majority of Commission votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Commission members bringing such charges.
- C. For purposes of this Section and all other Sections contained in this Agreement, “just cause” shall be defined as Employee’s deliberate failure to perform his duties under this Agreement, Employee’s misfeasance, malfeasance or nonfeasance in office, Employee’s performance of a deliberate and wrongful act, or Employee’s conviction for any illegal act.

Section 4. Termination of Agreement

A. In the event this Agreement is terminated by the Commission or the Agreement is not renewed after expiration of the initial term, and Employee is willing and able to continue to perform his duties as Assistant City Manager, then, in that event, Employer agrees to restore Employee to the position of Assistant City Manager. The Commission agrees to provide Employee a Thirty (30) day written notice of any such termination of this Agreement. Employee agrees, upon Employee being restored to Assistant City Manager, to release Employer from all claims related to his employment under this Agreement or the termination of this Agreement.

B. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer Thirty (30) days notice in advance, unless the parties otherwise agree. If Employee terminates his position under this provision and is able to perform his duties as Assistant City Manager, the Employer agrees to restore Employee to that position.

C. In the event Employee returns to the position of Assistant City Manager, Employees pay shall be restored to the Assistant City Manager pay scale with credit being given for the time spent serving under this Agreement. Said reversion to Employees previous position shall not be considered a new employee and all benefits will continue with time accrued while serving under this Agreement.

Section 5. Salary

Employer agrees to pay Employee for his services rendered pursuant to an annual pay rate of One Hundred and Three Thousand Five Hundred Dollars (\$103,500.00), beginning January 21, 2023, and payable in installments at the same time as other employees of the Employer are paid.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Commission may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

Section 6. Performance Evaluation

A. The Commission may review and evaluate the performance of the Employee in advance of the adoption of the annual operating budget, and Commission shall notify the Employee of the results of said review and evaluation.

B. The Commission and the Employee, from time to time, shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Commission's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. In the event that the Commission or the Employee feels that there are any perceived problems or inadequacies in connection with such goals and performance objectives, either the Commission or the Employee will bring any such perceived problems or inadequacies to the attention of the other and will exercise a good faith effort to mutually resolve such perceived problems or inadequacies. In the event the Commission or the Employee believe that there are inadequacies in identifiable goals or performance objectives, either the Commission or Employee shall identify such inadequacies in writing to the other party prior to a meeting to resolve such perceived problems.

C. In effecting the provisions of this Section, the Commission and Employee mutually agree to abide by the provisions of applicable law.

Section 7. Vacation

Vacation will accrue and be paid in conformity with the City Employee Handbook

Section 8. Health, Life and Dental Insurance

Employer Agrees that employees current Health, Life and Dental Insurance as Assistant City Manager shall not be changed and remain in effect during the term of this Agreement.

Section 9. Retirement

Employer agrees that Employees current Retirement as Assistant City Manager shall not be changed and remain in effect during the term of this Agreement. Pay during time as interim will be used as a part of retirement calculation to the extent applicable.

Section 10. Dues and Subscriptions

Employer agrees to budget and to pay for the professional dues and subscription of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

Section 11. Professional Development

A. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.

B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 12. General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay for the reasonable general expenses upon receipt of duly executed expense or petty cash vouchers, receipts or statements. Such expenses include, but are not limited to, mileage reimbursement for all automobile travel outside of St. Joseph County at the then-current IRS standard mileage rate.

Section 13. Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, except with respect to gross negligence or intentional acts, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Interim City Manager. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 14. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15. Other Terms and Conditions of Employment

A. The Commission, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter of Sturgis, City of Sturgis Ordinances and Michigan Statutes pertaining thereto, or any other law.

B. All provisions of the City of Sturgis Charter and City of Sturgis Ordinances pertaining thereto, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. Except as otherwise provided in this Agreement, Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefor on termination of employment.

Section 16. No Reduction of Benefits

Employer shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

Section 17. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City of Sturgis
130 N. Nottawa
Sturgis, MI 49091

Andrew Kuk
1411 E. Rishel Rd.
Sturgis, MI 49091

Alternatively, notices required pursuant to this Agreement may be sent to such other address as shall be identified by the parties hereto or may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service

or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18. General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and personal representatives of Employee.
- C. This Agreement shall become effective commencing January 21, 2023
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Sturgis has caused this Agreement to be signed and executed in its behalf by its Mayor, Jeffery Mullins., and duly attested by its Clerk, Kenneth D. Rhodes, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Jeffery Mullins, Mayor

Andrew Kuk, Employee

ATTEST:

Kenneth D. Rhodes, City Clerk

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

RESOLUTION VACATING STREET

WHEREAS, the City Commission of the City of Sturgis, County of St. Joseph, and State of Michigan, the same being the legislative body of the said City of Sturgis, deems it advisable and in the best interests of the City of Sturgis that a portion of Jean Avenue be vacated, subject to the reservation of an easement for utilities, said street being described as follows, to-wit:

Located in the City of Sturgis, St. Joseph County, Michigan

All that part of Jean Avenue (50-feet wide) between Blocks One and Two of Wait & Miller's Addition to the City of Sturgis, 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 29, lying Southerly of the portion of the street vacated in Liber 10, Page 462 and North of a Line 96 feet North of the North Right of Way Line of East Hatch Street.

Also shown graphically in Exhibit A; and

WHEREAS, it being advisable to vacate and abandon the said described property, due notice was published in the Sturgis Journal, a newspaper published and circulated in the City of Sturgis, County of St. Joseph, State of Michigan, as required by law, notifying the public and all interested persons that the City Commission would meet and be in session on Wednesday, January 11, 2023, at 6:00 p.m. in the Wiesloch Raum of Sturgis City Hall to hear and consider objections thereto; and

WHEREAS, no one appeared at said meeting to object to the proposed vacation and abandonment and no objections having been filed with the City Clerk:

NOW, THEREFORE, BE IT RESOLVED, subject to the City of Sturgis reserving easements on said property for the purposes of constructing, repairing, substituting, removing enlarging, replacing, and maintaining utilities that the above described portion of street be hereby vacated, abolished, abandoned, and discontinued; and

BE IT FURTHER RESOLVED, that within thirty (30) days from this date, the City Clerk shall forward a certified copy of this resolution to the Michigan Secretary of State and also a certified copy of this resolution to the Register of Deeds of the County of St. Joseph, State of Michigan, for recording, and that a proper record of this vacation and abandonment be entered into the Book of Plats of the City of Sturgis.

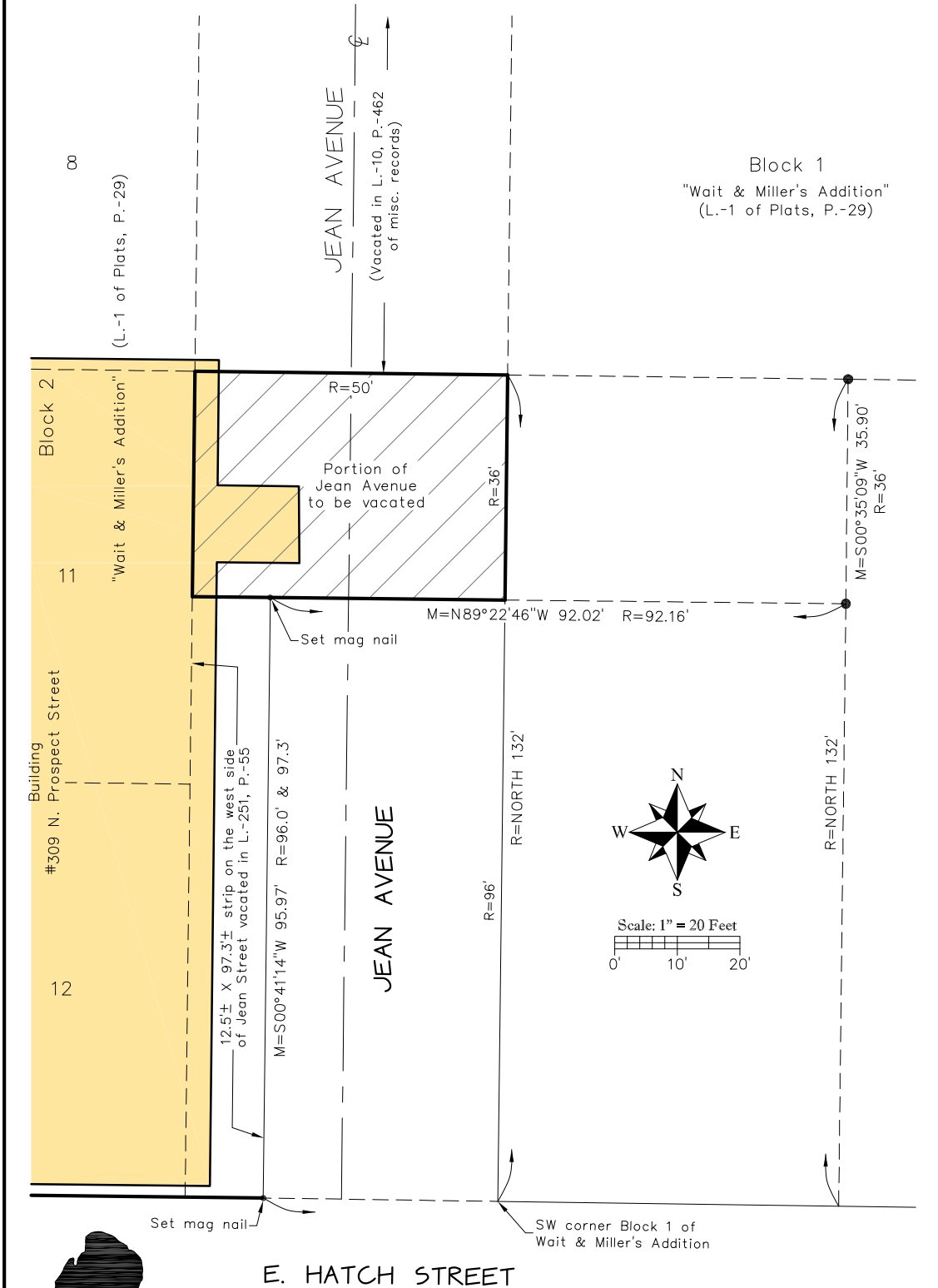
EXHIBIT A

DATE: October 4, 2022

SURVEY NO.: ST4-29950

JEAN AVENUE SKETCH

RE: AXLE PLASTIC ASSET, LLC
CITY OF STURGIS
ST. JOSEPH COUNTY, MI



MOSTROM & ASSOC., INC.

NOTE: COPYRIGHT©MOSTROM & ASSOC., INC.
All rights reserved. No part of this map may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without an original signature and seal are not valid.

DRAWN BY: MCR

SHEET 2 OF 2

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of January __, 2023 between the **City of Sturgis**, 130 N. Nottawa Rd., Sturgis, MI 49091 (the "Licensor") and the **St. Joseph County Intermediate School District**, 62445 Shimmel Rd., Centreville, MI 49032 (the "Licensee").

The parties agree as follows:

1. *Grant of License.* Licensor grants Licensee a nonexclusive, personal, nontransferable, license to use the kitchen and an Additional Instruction Area (the "Facility") located at the Sturges Young Center for the Arts, 201 N. Nottawa Rd., Sturgis, Michigan (the "Building") from 7:30 a.m. to 3:00 p.m., Monday through Friday. Licensee accepts said license. "Additional Instruction Area" means any other area of the Building in good faith selected by Licensor where Licensee can hold lecture-type instruction with its students. The Additional Instruction Area will likely change day-to-day, depending on occupancy and use by Licensor's other customers and uses.

2. *Use of Facility.* Licensee shall use the Facility solely for teaching a culinary class and a hospitality class to high school students. Licensee shall undertake good faith efforts to assure that its use does not disturb or unduly interfere with Licensor's other customers.

3. *Term.* This Agreement shall commence on July 1, 2023 and terminate on June 30, 2024. The parties agree to renew the term for an additional year, unless Licensor in good faith determines that the cost of the licensing arrangement is more than it anticipated or it concludes that the licensing arrangement has a material adverse impact on the Building's other uses or Licensor's customers.

4. *Cleanup of Facility.* Licensee shall be responsible for regularly policing the Facility and keeping it in a clean and sanitary condition. Licensee's obligations include cleaning the range hood regularly and cleaning any other areas of the Building that are made untidy or dirty as a result of Licensee's use. Licensee shall have no obligation whatsoever to undertake any cleaning made necessary due to Licensor's actions.

5. *Fee; Security Deposit.* Licensee shall pay Licensor an annual license fee in the amount of **\$19,900.00**, payable in advance before the term commences. The parties acknowledge that the license fee shall be allocated as follows: \$11,900.00 to the right to use the Facility to teach the culinary class and \$8,000.00 to the right to use the Facility to teach the hospitality class. Licensee shall not be required to make a security deposit.

6. *Compliance with Laws.* Licensee shall, in connection with its use of the Facility, comply with all applicable laws, ordinances and regulations, including all health and fire codes, and shall obtain any required permits.

7. *No Liability; Indemnification.* Licensors shall not be liable to the Licensee or Licensee's agents, employees, invitees, patrons, guests, students, or instructors ("Licensee Third Parties") for any personal injury, property damage, or loss of life or property caused by, or arising out of or in connection with, Licensee's use of the Facility, including but not limited to loss resulting from theft. Licensee shall defend and hold the Licensors harmless from and indemnify it against any claim, loss, expense or damage arising out of or in connection with Licensee's use of the Facility and any act or neglect of the Licensee or any Licensee Third Parties. Licensee shall provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Facility, such insurance to afford minimum protection, during the term of this Agreement, of not less than Two Million Dollars (\$2,000,000.00) single limit coverage.

8. *Equipment.* Licensee may, at its own risk, place items of personal property related to kitchen use at the Facility and shall be allowed to keep the items there at all times, as long as same do not constitute any sort of property or personal injury hazard. Licensors shall be allowed to use said personal property without charge; provided, however, that Licensors shall be responsible for any maintenance or damage to said personal property resulting from Licensors' use. Upon termination of the License, Licensee shall remove all its personal property; provided, however, that Licensee shall not remove any item of personal property if (i) it constitutes a fixture, (ii) its removal is likely to cause damage to the Building, or (iii) its removal would result in an unsightly condition or unsafe condition that a reasonable owner would want to repair.

9. *Improvements.* Licensee may make improvements to the Facility only if it obtains Licensors' previous written consent, which Licensors may, subject to Section 10, withhold for any or no reason. Any improvements shall be and remain the sole and exclusive property Licensors, unless agreed upon otherwise by the parties in writing.

10. *AS IS.* The Facility and Building are provided AS IS, with no express or implied representations or warranties whatsoever from Licensors. In this regard, Licensee represents and warrants to Licensors that it has visited the Facility and Building and reasonably believes that they need no or only minor Modifications to make them legal and appropriate for Licensee's intended use. Licensee agrees to be solely responsible for any and all repairs, improvements, modifications, or other alterations required for Licensee to use the license ("Modifications"), including Modifications required or prudent for purposes of compliance with any and all Disability Laws that apply to Licensee's use, it being the parties' understanding that educational uses could make the Facility and Building subject to different disability protections, rights, and responsibilities. Licensors' consent to Modifications intended to comply with Disability Laws shall not be unreasonably withheld. Licensee will indemnify and hold Licensors harmless of and from any and all damages, claims, demands, suits, recoveries, liabilities, costs and expenses (including all court

costs and reasonable attorney fees) incurred by Licensor as a result of any Disability Claim by any Person. "Disability Claim" means any claim that the Facility, Building, or Licensee's use thereof violates any Disability Law. "Person" means any person who make the Disability Claim as a result of Licensee's use, including Licensee's actual or potential students or instructors. "Disability Laws" mean any federal or state law that helps people, including students, with disabilities obtain access to public accommodations or to educational opportunities, including but not limited to any state or federal constitutional protections, the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Michigan Mandatory Special Education Act.

11. *Assignment.* Licensee shall not assign this Agreement nor permit any use of the Facility other than as specified in this Agreement without the prior written consent of the Licensor.

12. *Miscellaneous.* This Agreement is entered into for the benefit of the listed parties, and is not intended to bestow any benefits on third parties. The parties agree that any claims under this Agreement against either of the parties from third parties shall be barred. Any notice specified in this Agreement shall be deemed properly given if delivered in writing personally or by certified mail to the parties at their addresses listed above, or at any other addresses that may be communicated by the parties to each other in writing. This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements. Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties. The parties agree that PDF or facsimile copies of signatures shall constitute original, binding signatures.

The parties have executed this Agreement on the dates written opposite their signatures below.

CITY OF STURGIS

Dated: _____

By: _____

Its:

ST. JOSEPH COUNTY INTERMEDIATE
SCHOOL DISTRICT

Dated: _____

By: _____

Its:

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

Bid Tab - 15kV Breaker Bid

Vendor			Bid Amount	
CSI	48wk Lead Time		\$290,330	00
Verhill Associates (ABE)	19-24wk Lead Time		\$207,820	00

Franks and Southeast Substation Breaker Replacement

		582 Electric Fund	TOTAL PROJECT	Notes
FY 2022-2023				
BUDGETED FUNDS	FY 2022-2023	\$350,000.00	\$350,000.00	
PROJECT COSTS				
Purchase of 15kV Breakers	Recommended	\$ 207,820.00	\$ 207,820.00	
Engineering	Upcoming			
Installation	Upcoming			
TOTAL FY 2022-2023		\$ 207,820.00	\$ 207,820.00	
OVER (UNDER) BUDGET FY 2022-2023		\$ (142,180.00)	\$ (142,180.00)	
Under Utility Electric Substation Capital, \$250K "R-MAG VCBs Franks Substation" + \$100K "Rural Substation"				
Verhill (ABB Breakers); 8 total, 6 for Franks/Southeast, 2 for future project.				

Under Utility Electric Substation Capital, \$250K "R-MAG VCBs Franks Substation" + \$100K "Rural Substation"

Verhill (ABB Breakers); 8 total, 6 for Franks/Southeast, 2 for future project.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

Bid Tab - Custodial Cleaning Services Sturgis PD/SYCCA					
		Exhibit A Item 1	Exhibit A Item 2	Exhibit A Item 3	
Contractor	Address	Sturgis Police Department Regular Specified Work	Emergency Call-In Rate/Minimum	Cost for Equipment/Chemicals	Notes
Andrews Cleaning Service	306 E Vermont Ave White Pigeon, MI 49099	\$1300/Month	\$50/min 1 hr	(\$97.50/mo City paid, Cintas)	(PD \$1397.50/mo) currently our service provider, knows the building and routine, City pays for cleaning supplies, chemicals avg cost per month \$97.50 - Cintas
Hi-Tec Building Services	6578 Roger Dr Suite A Jenison, MI 49428	\$1455.00/Month	\$21.00/hr no min.	Incl. in Item 1	(pd \$1455.00/mo)(SYA 2465.00/mo) Rate of Pay based on \$13/hr, To include scrub and re coat of tile floor in basement 1x/yr
Enviro-Clean Services	2457 112th Ave Holland, MI 49424	\$1362.73/Month	\$33.09/hr no min.	59.67/ month	(PD \$1422.40/mo)(SYA \$2380.18) To include scrub and re coat of tile floor in basement 1x/yr

Company	Floor Coating Material	Quoted Price	Paint Parking Space Lines	Mechanics Bays	Total Project (no contingency)	Notes
Ideal Coatings	Poly-Crete SLB with Flint Shot	\$ 151,276.48	\$ 7,500.00	N/A	\$ 158,776.48	Shot blast prep, crack repair, pour over material very aggressive aggregate integrated into material
Ideal Coatings	Poly-Crete MDB with Q Rok & 40 Mill Wear Layer	\$ 223,680.19	\$ 7,500.00	N/A	\$ 231,180.19	Shot blast prep, pour over material aggressive aggregate integrated into material, second coat of 40mil wear layer
Premier Concrete Coatings	PolyUrea Basecoat Polyaspartic topcoat	\$ 151,094.00	Incl.	N/A	\$ 151,094.00	Diamond blade grind prep, crack repair, 100% solids 2 part Polyurea basecoat, 2 part Polyaspartic topcoat
Northern Industrial Flooring	100% Solids Epoxy basecoat with Urethane topcoat	\$ 86,250.00	Incl.	\$ 9,439.20	\$ 95,689.20	Shot blast prep, crack repair, apply 100 % solids epoxy basecoat, Chemical Resistant Urethane topcoat

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E

December 28, 2022

Mr. Kenneth D. Rhodes
City Clerk/Treasurer
130 N. Nottawa Street
Sturgis, MI 49091

Re: City Attorney Proposal

Dear City Commission, City Manager, and City Staff,

Pursuant to RFP for Appointment of City Attorney, the firm of Bird, Scheske, Reed & Beemer, P.C. would like to submit a proposal for consideration to act as City Attorney for the City of Sturgis for the purposes outlined in the RFP and pursuant to the City Charter including Municipal Prosecutions and Ordinance and Code Enforcement. Our firm currently serves as City Attorneys for Sturgis and collectively has many years of experience in providing municipal legal services. We believe that in this area we are uniquely qualified to serve as City Attorney for Sturgis and would ask that the Council consider our appointment.

Our firm was founded in 1986 and since that time has grown to encompass a myriad of legal disciplines. It is comprised of three shareholders, Eric J. Scheske, Timothy J. Reed and Keely A. Beemer, with Roger A. Bird serving as "of counsel" and Timothy R. George as associate attorney. Our firm has been the City Attorney for the City of Sturgis since 1986 and has a collective 95 years of legal experience to offer towards providing municipal legal services to the City of Sturgis. We have experience with ordinance drafting and enforcement, labor negotiations and arbitrations, planning and zoning, utility regulation, annexation and detachment, tax abatement and economic development and general civil litigation of municipal issues. Our firm also has vast experience in Municipal Prosecution of criminal offenses under the Uniform Traffic Code and Local Ordinances.

In addition to criminal prosecution experience, every member of our staff has been fingerprinted and is otherwise qualified to handle L.E.I.N. documents and records essential to operating a criminal enforcement practice.

During our history with the City of Sturgis, our firm has worked closely with the Director of Public Safety and the Police Department on enforcement and prosecution of City Ordinance violations and traffic violations including Drunk Driving, Retail Fraud, Disorderly Persons, and Trespass. We also have worked closely with the City of Sturgis Community Development Director and building officials in the enforcement and prosecution of building

Sturgis Office

227 W. Chicago Road
Sturgis, MI 49091
Phone: (269) 651-2445
Fax: (269) 651-4044

Coldwater Office

28 W. Chicago St, Suite 2A
Coldwater, MI 49036
Phone: (517) 227-5361
Fax: (269) 651-4044

www.sturgislawfirm.com

tjreed@sturgislawfirm.com

and zoning violations within the city, including obtaining orders of compliance and administrative search warrants.

Our firm's practice is geared toward corporate and municipal work, as well as general areas of legal practice providing a variety of business-related services. Our areas of specialty are as follows:

Eric J. Scheske -- Municipal law; creditor's rights in bankruptcy; business law; corporate law; taxation; real estate; probate; and trusts and estates.

Timothy J. Reed -- Municipal law including ordinance enforcement and prosecution; litigation; family law; Personal Injury and criminal defense.

Keely A. Beemer -- Wills & Trusts, Probate, Medicaid/Long Term Care Planning, Real Estate, Real Estate Taxes; Agricultural Law; and Business Law

Roger A. Bird -- Municipal law; general civil litigation; corporate law; and labor law.

Timothy R. George -- Criminal defense; general civil; municipal prosecution.

(See Attached Resumes for more detail)

With multiple attorneys, and a staff of 3 legal assistants and 1 certified paralegal, our firm has the flexibility to meet the rigorous schedule and demands required by the City Charter. We believe our firm's representation of the City since 1986, establishes our ability to provide the services required under this RFP.

III. Describe how your firm will handle the day-to-day activities and workload of this assignment.

In response to the above request, our firm currently has a dedicated employee that is the point of contact with the City of Sturgis Police Clerk to coordinate all police reports, tickets, and video transfers (as stated above this employee has been fingerprinted and otherwise qualified to handle these materials). This single point of contact works to establish a clear and concise line of communication between the Police Department and our firm. Upon receipt of the information, the staff member creates the necessary file(s), notices, and coordinates dates and appearances as needed.

With respect to other areas of general retainer work, our firm will continue to handle all matters as we have since 1986 to provide legal advice and services as needed by the City and its officials.

Per RFP Section VII, our firm carries comprehensive liability and workman's compensation insurance on all employees, as well as malpractice insurance for all licensed attorneys of our firm.

If selected to serve as City Attorney for Sturgis, we propose that all other members of our firm be appointed as Assistant City Attorneys. Timothy J. Reed would act as our firm's primary point of contact and Eric J. Scheske would be his primary "backup", with each attorney providing services in his or her respective area of specialty as needed.

Below is our proposal for potential future contract as City Attorney. The information and cost proposal is consistent with the current City retainer and cost structure established with Attorney Roger A. Bird and our firm. It is our understanding that civil litigation and special projects would be billed outside the retainer at the listed hourly rates. Please note that the rates listed herein are reduced from our firm's "normal" hourly rate. As part of the retainer, the City Attorney would act as the liaison between outside counsel and the City, such hours would not be billed outside the retainer.

COST PROPOSAL

Annual Payment For retainer (paid monthly)	Service	Hourly Rate	Expense Reimbursement
\$93,000.00	General Legal	\$200.00-\$250.00 For work outside retainer	See below.*
	Code Violation and Prosecution	\$215.00 per hour	See below*

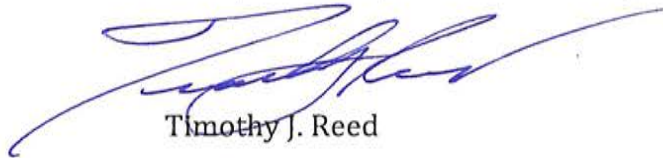
*Cost reimbursements are difficult to anticipate, however we do not bill mileage charges for travel within St. Joseph County. Anticipated costs would include, but not limited to, postage, title searches, recording fees, record purchases (i.e. driving records from Michigan SOS and other entities). All cost reimbursements would be detailed and provided in a timely manner.

In closing of this proposal, we would like to point out that we have established a good rapport with City staff and would encourage your consideration of feedback from the departments with which we have worked. We strongly feel our firm is well suited to continue to work with the City as the City Attorney moving forward.

We would be more than happy to meet with you or the Commission at any time to discuss our relationship. Thank you for considering our firm for the position of City Attorney. We look forward to hearing from you.

Yours very truly,

BIRD, SCHESKE, REED & BEEMER, P.C.



Timothy J. Reed

TJR:ah
Enc.

RESUME

Eric J. Scheske

ericscheske@sturgislawfirm.com

(269) 651-2445

Education

Sturgis High School: 1984

University of Michigan (Ann Arbor): BA, 1988

University of Notre Dame School of Law: JD, *magna cum laude*, 1991

Legal Experience

Honigman Miller Schartz and Cohn:

- 1991-1992. Civil litigation

Bird, Scheske, Reed & Beemer, P.C.:

- 1992-Present. Transactional law
- Including 25 years as the principal assistant to Roger A. Bird
- City Attorney for the City of Sturgis, which included assistance in most City projects, and priority responsibility for First Amendment issues, tax-exempt financing issues, real estate projects, and various contractual matters.

Miscellaneous

- Wife, Marie. Seven children, all of whom were born at Sturgis Hospital (he holds the unofficial record for same) and graduated from (or are currently enrolled at) Sturgis High School.
- Past Sturgis Area Chamber of Commerce President
- St. Joseph County Bar Association President
- Thirty years as member of Sturgis Kiwanis (including multiple stints on its Board of Directors), and
- Parishioner at Holy Angels Catholic Church in Sturgis.
- Published articles include "Ten Things that Make a Municipality Different from a Business," which appeared in the *Michigan Municipal Lawyer*.

RESUME

Timothy (T.J.) Reed

tjreed@sturgislawfirm.com

(269) 651-2445

Education

- Centreville High School: 1998
- Glen Oaks Community College: Associates Degree 1999
- Western Michigan University: BS, 2001
- Michigan State University of College School of Law: JD, *cum laude*, 2005

Legal Experience

- St. Joseph County Sheriff's Office: 1999-2001.
- 3B District Court Magistrate/Attorney Magistrate: 2001-2008
- St. Joseph County Prosecutor's Office: 2009-2012
- Bird, Scheske, Reed & Beemer, P.C.: 2012-Present.
 - Primary Assistant City Attorney in all matters involving criminal prosecution and ordinance enforcement;
 - assist with various City projects including: tax tribunal litigation, easements, special assessment agreements, compliance orders and enforcement, development agreements, Brownfield agreements, purchase agreements, employment agreements, service contracts, open meetings act, FOIA and various other projects as requested by the City.
 - Other areas of practice include: Criminal defense practice, divorce and child custody law

Keely A. Beemer

199 E. County Line Road, Tekonsha, Michigan 49092

kbeemer@sturgislawfirm.com

O: (269) 651-2445 • C: (517) 736-4461

Experience

Bird, Scheske, Reed & Beemer, P.C., Managing Shareholder April 2015 – Present

- Primary practice areas include Wills & Trusts, Probate, Real Estate, Medicaid & Long-Term Care Planning
- Administratively Responsible for our Law Firm's day-to-day operations, management, and success.

Branch County 15th Circuit Court, Hon. P. William O'Grady, *Scholarly Extern* September 2014 – December 2014

- Observe Courtroom Proceedings and Courthouse Procedures
- Identify and Research legal issues that are presented to the Court, present and discuss findings with Judge O'Grady

Lennard Ag Company, Howe, Indiana – *Land Relationship Manager* August 2012 – September 2014

- Responsible for obtaining new acreage for the farm's yearly potato, tomato and seed corn crop requirements
- Focus primarily on the relationship between the farm and the individual landlords to establish and maintain a strong, dependable, and long term business relationship
- Maintain open communications with landlords to help provide solutions and management communication throughout the growing season and off season
- Discuss terms of the lease with individual landlords, facilitate negotiations regarding lease terms, and with an agreement draft leases with the oversight of the owner and the farm's attorney

Lennard Ag Company, Howe, Indiana – *Human Resources Assistant* May 2011 – August 2012

- Assisted with payroll, employee DOT certifications, and IFTA mileage reporting
- Program coordinator for the farm's non-profit organization, The Grow to Give Program
- Drafted the farm's employee handbook and orientation procedure with oversight from the HR manager

Education

Western Michigan University/Thomas M. Cooley School of Law – Lansing, Michigan January 2015

- Doctor of Jurisprudence, Graduated Magna Cum Laude
- Honor Roll – Trinity Term 2012 – Hillary Term 2014
- Dean's List – Trinity Term 2012 – Hillary Term 2014
- Certificate of Merit Award – Research & Writing, Alternative Dispute Resolution, Property I, Estate Planning

Michigan State University- James Madison College, East Lansing, Michigan May 2011

- Bachelor of Arts in Political Theory and Constitutional Democracy
- Specialization in Agri-Business Management
- Business Cognate from James Madison College

Community Activities & Interests

- Vice President of the Branch County Bar Association
- Member of the St. Joseph County Bar Association
- Board of Directors - Branch County Community Foundation
- Member of the Branch County 4-H Leaders' Council
 - o Connect Michigan State University Extension and the County 4-H clubs and participants.
 - o Group of adult individuals as well as active youth individuals to promote 4-H in Branch County
- Personal Interests include working on our family farm, golf, and enjoying time with my family.

TIMOTHY GEORGE

55555 N. Fisher Lake Road, Three Rivers, Michigan 49093
(269) 535-5746

EXPERIENCE

Associate Attorney, Bird, Scheske, Reed & Beemer, P.C.
August 2018 – Present

- My practice consists of mostly criminal defense, family law, child custody, and some litigation matters.

Assistant Prosecuting Attorney, St. Joseph County Prosecutor's Office
September 2015 – August 2018

- I was responsible for representing the county in prosecution of felony, misdemeanor, child abuse and neglect, and juvenile delinquency matters.

EDUCATION

Western Michigan University Thomas M. Cooley Law School, Auburn Hills, Michigan
Juris Doctor, 2012

- Completed an externship at the U.S. District Court for the Eastern District of Michigan, Detroit
- Dean's List

Wayne State University, Detroit, Michigan
Bachelor of Science in Business Management, 2008

- Member of the university's baseball team, 2005-2008

ACTIVITIES/MISCELLANEOUS

- Current Vice President of the St. Joseph County Bar Association
- Member of the Branch County Bar Association
- Reside in Three Rivers with my wife Mary and our two children, Ben and Nora



MICHAEL J. CAYWOOD
mike@haascaywood.com

P. JOSEPH HAAS JR.
joe@haascaywood.com

JACOB M. PORTER
jacob@haascaywood.com

STEPHANIE A. GATT
stephanie@haascaywood.com

RAYMOND H. DRESSER
(1901-1968)

JOHN E. OSTER
(1948-1981)

RAYMOND H. DRESSER JR.
(1931-2013)

January 5, 2023

HAND DELIVER

City of Sturgis
Attn: Clerk/Treasurer
Kenneth D. Rhodes
130 N. Nottawa Street
Sturgis MI 49091

RE: Request for Proposals for City Attorney Services

Dear Mr. Rhodes:

We are in receipt of the City of Sturgis' Request for Proposal for City Attorney Services dated December 2022. We appreciate the consideration of our Firm in relation to this request.

As I am sure you are aware, HaasCaywood PC presently represents the City of Sturgis Economic Development Corporation ("EDC"). Our Firm has enjoyed and valued this relationship with the EDC throughout our representation and look forward hopefully to a continued representation going into the future.

As has been determined by the Michigan Attorney General's Office, representation of both a city's economic development corporation and a city would constitute a conflict of interest, and as such, if we were to be chosen to be the City Attorney, our Firm would be forced to resign as attorney for the EDC.

We do not think that such resignation would be in the best interest of our Firm, the EDC, or the City of Sturgis.

For this reason, as well as the present case load of our attorneys and staff, HaasCaywood PC will not be submitting a proposal for city attorney services.

Once again, we thank the City of Sturgis for considering our office in relation to this Proposal.

Yours very truly,

HAASCAYWOOD PC

P. Joseph Haas, Jr.

PJHJ/jb
Ltr to City of Sturgis 2023-01-05

SINCE 1898

112 S. Monroe Street
Sturgis, Michigan 49091

P: (269) 651-3281 | F: (269) 651-3261

21 W. Chicago Street
Coldwater, Michigan 49036

P: (517) 278-4410 | F: (269) 651-3261

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10F

CITY OF STURGIS

RESOLUTION TO DESIGNATE CERTAIN EMPLOYEE EXPENDITURES AS A PUBLIC PURPOSE

WHEREAS, the City Commission believes that employee retention and morale is a critical part of serving the public of Sturgis effectively; and

WHEREAS, the City Commission believes spending funds to benefit employees for things such as, but not limited to, occasional recognition of achievements or paying for refreshments/meals when extra work, time or effort is being required of employees is a critical part of creating an environment that encourages employee retention, positive morale and comradery; and

WHEREAS, these types of benefits are offered by most employers in which the City is competing for talent; and

WHEREAS, the City Attorney believes the nexus of the employment relationship, and how the City manages that employment relationship, is a valid local municipal concern and that it is not unreasonable for the City to make incidental expenditures such as those described above; and

WHEREAS, the City Attorney has given an opinion that these expenses, if incidental, would not violate the City's authority under the Home Rule Cities Act or the Michigan Constitution and do in fact serve a public purpose; and

WHEREAS, the State of Michigan Department of Treasury guidance on municipal expenditures states that "coffee and donuts for employees during normal working hours is considered personal, not for a public purpose, and improper unless specifically provided for in a collective bargaining agreement or duly adopted employment policy of the governmental unit (fringe benefit)."

NOW, THEREFORE, BE IT RESOLVED, that the Sturgis City Commission has determined the use of public funds for the benefits described above serve a public purpose in the City of Sturgis and authorizes the City Manager to expend funds within any adopted budget related to those benefits; and

BE IT FURTHER RESOLVED, that the Sturgis City Commission adopts the following language as an employment policy to be included in the City of Sturgis Employee Handbook:

"The City believes the nexus of the employment relationship, and how the City manages that employment relationship, is a valid local municipal concern. The City Manager is authorized to make incidental expenditures such as, but not limited to, occasional recognition of achievements, paying for refreshments/meals as recognition of extra effort, time and commitment by employees, and general appreciation of the efforts of employees as a way to provide a work culture that promotes positive morale, high performance and productivity which serve an important public purpose."

Municipal Expenditures

Introduction

Municipalities are frequently requested to make donations to various worthy private organizations. Such organizations include chambers of commerce; hospitals; museums; veterans' organizations; community funds; Boy Scouts, Red Cross; and other educational, promotional, or benevolent associations. Frequently, it is difficult for the legislative body of a municipality to refuse such requests. However, it appears clear from Michigan law that such donations are questionable expenditures of public funds.

May a Michigan city/village spend funds on flowers for an employee's funeral, for birthday cakes, for employee gifts, or retirement parties?

Generally, a municipality's power to spend money is derived from the state through the Michigan Constitution and state laws. In addition to specific grants of power, cities and villages with home rule authority are also able to rely on the applicable provisions in the Constitution and statutes for the power to spend on municipal concerns. Regardless of the authority, it is generally held, however, that municipalities have the power to expend funds only for a public purpose. One test for determining a public purpose is whether the expenditure confers a direct benefit of reasonably general character to a significant part of the public. It should be noted that the public purpose test has also been limited to the provision of services for which municipalities exist and the powers they have authority to exercise.

With respect to the question raised, neither the Michigan Constitution nor state law grants to municipalities the power to spend public money on employee parties, gifts, etc. Nor can a good argument be made that the expenditures are for a public purpose. Absent a grant of spending authority, and no clear public purpose defined, the expenditure is most likely illegal. Simply put, a municipality cannot give public funds away.

May the city/village purchase and distribute candy for children and fruit baskets for senior citizens at holiday time?

First of all, there is no authority granted by the Michigan Constitution or by statute to make the gifts in question. Nor can a public purpose be identified by virtue of the gifts under Michigan law.

May a Michigan city/village make a charitable donation, gift or contribution to service clubs, charities or public or private social service agencies?

Generally, no. Such expenditures have been held not to be used for a public purpose. Even if the expenditure benefits the public incidentally, the expenditure may be nonetheless invalid if the appropriation is not under control of the city/village. However, MCL 117.3 indicates that the charters of home rule cities shall provide for the public peace, health and safety of persons and property. Specifically, a home rule city may contract with a private organization or another governmental unit for services considered necessary by the legislative body. Operation of child guidance and community mental health clinics; prevention, counseling and treatment of developmental disabilities; and drug abuse prevention, counseling and treatment are indicated to be services for public peace, health and safety. MML has prepared a reference packet on the issue which includes Department of Treasury materials.

May a Michigan city/village fund a fireworks display or pay for holiday celebrations?

A Michigan statute specifically grants municipalities the power to spend money on these celebrations. If the local celebration is for armistice, independence, memorial days, diamond jubilee or centennial the city may appropriate money for the purpose of defraying the expense of the celebration (see MCL 123.851).

www.michigan.gov
(To Print: use your browser's print function)

Release Date: January 07, 2002
Last Update: July 15, 2002

Determining Lawful Expenditures

This narrative is intended as a reference for local government officials, employees and governmental auditors of selected references to the Michigan Constitution of 1963, court decisions, opinions of the attorney general and Michigan statutes that address some of the questionable expenditures of local government. This narrative should not be considered a legal opinion of the statutes, court decisions or opinions of the attorney general. Please consult your legal advisor if a legal opinion is needed.

BASIC PREMISE OF LOCAL GOVERNMENT

Some of the basic guidelines and legal restrictions imposed on local governments are summarized in the following legal citations. This listing is not complete, but does highlight the basic restrictive authority granted to Michigan's local units of government.

CONSTITUTIONAL PROVISIONS--MICHIGAN CONSTITUTION OF 1963

(a) Each organized township shall be a body corporate with powers and immunities provided by law (Art. 7, Sec. 17).

(b) The legislature shall provide by general laws for the incorporation of cities and villages. Such laws shall limit their rate of ad valorem property taxation for municipal purposes, and restrict the powers of cities and villages to borrow money and contract debts. Each city and village is granted power to levy other taxes for public purposes, subject to limitations and prohibitions provided by this constitution or by law (Art. 7, Sec. 21).

(c) Under general laws the electors of each city and village shall have the power and authority to frame, adopt and amend its charter, and to amend an existing charter of the city or village heretofore granted or enacted by the legislature for the government of the city or village. Each such city and village shall have power to adopt resolutions and ordinances relating to its municipal concerns, property and government, subject to the constitution and law. No enumeration of powers granted to cities and villages in this constitution shall limit or restrict the general grant of authority conferred by this section (Art. 7, Sec. 22).

(d) Except as otherwise provided in this constitution, no city or village shall have the power to loan its credit for any private purpose or, except as provided by law, for any public purpose (Art. 7, Sec. 26).

(e) Any county, township, city, village, authority or school district empowered by the legislature or by this constitution to prepare budgets of estimated expenditures and revenues shall adopt such budgets only after a public hearing in a manner prescribed by law (Art. 7 Sec. 32)

(f) The provisions of this constitution and law concerning counties, townships, cities and villages shall be liberally construed in their favor. Powers granted to counties and townships by this constitution and by law shall include those fairly implied and not prohibited by this constitution (Art.7, Sec. 34).

(g) The credit of the state shall not be granted to, nor in aid of any person, association or corporation, public or private, except as authorized in this constitution (Art. 9, Sec. 18). (NOTE: The Supreme Court in the decision of Black Marsh Drainage District v. Rowe [1958], 350 Mich. 470, held that this provision applies to all political subdivisions of the state.)

(h) Neither the legislature nor any political subdivision of this state shall grant or authorize extra compensation to any public officer, agent or contractor after the service has been rendered or the contract entered into (Art 11, Sec. 3).

SUPREME COURT DECISIONS

(a) Local governments have no inherent powers and possess only those limited powers which are expressly conferred upon them by the State Constitution or State statutes or which are necessarily implied therefrom (*Hanselman v. Killeen* [1984] 419 Mich. 168).

(b) A county is a municipal corporation and possesses only those powers which have been conferred upon it by the Constitution and the statutes (*Mosier v. Bd. of Auditors* 295 Mich. 27, 29).

(c) Local units of government derive their powers of taxation from the legislature and such power cannot be exercised except in pursuance of express statutory authority (*City of Berkley v. Township of Royal Oak* [1948] 320 Mich. 597).

OPINIONS OF THE ATTORNEY GENERAL

(a) Appropriation of township funds which is not expressly authorized or necessarily implied with express statutory powers is unlawful whether with or without a vote of the township electors (Opinion of the Attorney General, 1955-56, No. 1704, page 32). The general belief is that an illegal or unauthorized expenditure of governmental funds by any local governmental unit can not be changed to a legal or authorized expenditure by a vote of the electors.

(b) City funds may not be used for contributing to the expenses of private voluntary groups operating recreation facilities for children (Opinion of the Attorney General, 1957, No. 3066, page 476).

(c) Village has no authority to appropriate public funds for lighting a recreation field controlled by a veterans' organization even though the entertainment provided therein were free to the public (Opinion of the Attorney General, 1935-36, page 5).

(d) Since money can be raised by a township only for township purposes, township cannot pay part of the expenses of a county children's worker (Opinion of the Attorney General, 1947-48, No. 694, page 574).

(e) Appropriation of money by township for construction, improvement or maintenance of state trunk lines is ultra vires and such spending is misappropriation of funds (Opinion of the Attorney General, 1952-54, No. 1738, page 285).

These legal citations specify that a local government unit and the officials of local governments have only those duties specifically granted to them by the Michigan Constitution and statutes. If the action to be taken is not specifically authorized by the Constitution, a statute, court decision or legal opinion, that action can not be legally executed.

Provisions specified in a local unit's Charter or Ordinance, legally adopted by vote of the electorate or approved by the legislative body after publication, must be followed when those procedures are more restrictive than the general statute.

General Budget Provisions

Michigan Compiled Law (MCL) section 141.412 requires that a public hearing be held on the proposed budget prior to the legislative body formally adopting the budget. The time, date and location of the public hearing must be published at least six days prior to the hearing. Copies of the proposed budget must be available for public inspection from the date the notice of the public hearing is published and thereafter.

Specific budget procedures for charter townships are required by MCL 42.24 through 42.27. Charter township budgets must be adopted at least 60 days prior to the start of their fiscal year and after a public hearing notice published at least 7 days prior to the date of the public budget hearing. Cities and Villages may have Charter Provisions or Local Ordinances requiring specific budgetary

procedures. The local procedures must be followed when they are more restrictive than the general statute.

MCL 141.421 et seq.--"Uniform Budgeting and Accounting Act"--requires a local unit to adopt a General Appropriation Act (approved budget) after a public hearing.

Expenditures can not exceed the amount authorized in the Appropriation Act unless the local Appropriation Act is amended. Expenditures can not be authorized unless that are provided for in the Appropriation Act.

Expenditures can not be authorized that exceed the amount appropriated or in excess of the available funds as that action creates a debt against the unit or a deficit within the fund.

The Appropriation Act may include a narrative authorizing the fiscal officer to make transfers between activities, cost of personnel, capital outlay or other budgetary action authorized by the legislative body.

Authorized expenditures in excess of or contrary to the Appropriation Act (budget) can be recovered by civil proceedings brought by the Attorney General or prosecuting attorney (MCL 141.420).

Any budgetary procedure specified in a Charter or Ordinance of a local unit that is more restrictive than the general statute must be followed.

Paying Claims--vendor bills

CITIES (MCL 87.7) All claims against the city shall be filed with the clerk for adjustment, and after examination thereof, the clerk shall report the claims with all accompanying vouchers and counter claims of the city, and the true balance as found by the clerk, to the council for allowance, and when allowed shall draw the city warrant upon the treasurer for the payment thereof, designating thereon the fund from which payment is to be made.

(MCL 88.20) The council shall audit and allow all accounts chargeable against the city but no account or claim or contract shall be received for audit or allowance, unless it shall be accompanied with a certificate of an officer of the corporation (city), or an affidavit of the person rendering it, to the effect that he verily believes that the services therein charged have been actually performed or the property delivered for the city, that the sums charged therefore are reasonable and just, and that no set-off exists, nor payment has been made on account thereof.

COUNTIES [MCL 46.11(q)] and (MCL 46.71) It shall be the duty of the county board of commissioners or county auditors to adjust, allow and authorize the payment of all claims against the county. Any claim not adjusted or ordered paid shall not be paid.

Exceptions (MCL 46.53) This section authorizes the county board of commissioners in counties with less than 75,000 population to provide by resolution for the appointment of a finance committee. When the statutory committee is appointed, the finance committee approves all claims.

Exceptions (MCL 46.63) This section authorizes the county board of commissioners in counties with not less than 75,000 population to provide by resolution for the appointment of a finance committee. When the statutory committee is appointed, the finance committee audits all claims. Approval for payment by the county board of commissioners after audit by the finance committee.

TOWNSHIPS (41.75) The township board shall approve claims against the township and authorize payment of allowed claims. Paid claims are filed and preserved by the township clerk. The treasurer shall pay claims upon order of the township board, signed by the clerk.

VILLAGES (MCL 65.7) Council to audit and allow all accounts chargeable against the village; but no

account or claim or contract shall be received for audit or allowance, unless it shall be accompanied with a certificate of an officer of the corporation, or an affidavit of the person rendering it, to the effect that he verily believes that the services therein charged have been actually performed or the property delivered for the village, that the sums charged therefore are reasonable and just, and that to the best of his knowledge and belief, no set-off exists, nor payment has been made on account thereof.

NOTE: Some volunteer fire departments, parks departments and similar governmental functions performed by a group, committee or agency of a local unit are paying their claims without the prior approval of the legislative body, which is improper. Unless the agency (fire, parks etc) is a statutory authority with the authority to approve its own claims for payment, its claims must be approved by the legislative body. In some circumstances, we have found that the legislative body has turned a tax levy over to a volunteer group or department to expend as the department or group deem necessary, which is also improper. In most circumstances, the taxing authority is with the unit of government and the levy is to provide specified services. The local unit must establish a fund, prepare a budget and when appropriate, should contract with the department or group to provide the service for a specific dollar amount.

Special Statutory Expenditure Provisions

Advertising the Agricultural, Industrial, Commercial, Educational or Recreational Advantages of the State, County or Local Unit.

COUNTIES (MCL 46.161) by special tax levy or general fund appropriation

CITIES & VILLAGES (MCL 123.881) from a specific tax levy

TOWNSHIPS (MCL 41.110c) by appropriation

Places of Recreation, Parks.

COUNTIES (MCL 46.351) County board to appoint commission to operation parks and places or recreation. County commissioners set policy, approve budget, debt, tax levy.

(MCL 123.61 et seq.) To authorize county expenditures for parks, recreational facilities and airports to townships, cities and villages to operate and maintain. We recommend that they have a written contract or letter which specifies procedures, limits, financial reporting, audits, etc.

CITIES & VILLAGES (Constitution: Art. 7 Sec. 23) Any city or village may acquire, own, establish and maintain, within or without its corporate limit, parks, boulevards, cemeteries, hospitals and all works which involve the public health or safety.

(MCL 41.428) may appropriate to a township to acquire and operate free recreational facilities. Contributions to be made to the township park commission.

TOWNSHIPS (MCL 41.421 et seq.) Townships may establish a park commission to acquire, maintain, manage and control township parks and recreational facilities.

CITY, VILLAGE, COUNTY OR TOWNSHIP (MCL 123.51) may operate a system of public recreational facilities.

Armistice, Independence, Memorial Days, Diamond Jubilee or Centennial Celebrations

CITY, TOWNSHIP OR VILLAGE (MCL 123.861) may expend money for observances, under the control of the governmental unit, to celebrate armistice, independence, memorial days, diamond jubilee or centennials. These claims shall be paid in the same manner as other expenses of the unit.

Armistice Day

COUNTIES (MCL 46.11a) County board of commissioners are authorized to appropriate such sum as they deem fit for public celebration on Armistice Day, in a matter the board may determine.

NOTE: It is improper for a unit of government to expend public money for an annual picnic, golden jubilee or other celebration that is not specifically authorized by law.

Community College Maintained by a School District

COUNTY, TOWNSHIP, OR OTHER GOVERNMENTAL UNIT (MCL 380.1607) by action of its governing body may contribute annually towards the support of a community college maintained by a school district.

Libraries

CITY, TOWNSHIP OR VILLAGE (MCL 397.201 et seq.) may establish and maintain a public library.

CITY may, without vote of the electorate, levy one mill for the library.

CITY, TOWNSHIP OR VILLAGE, after voter approval, may levy up to two mills to establish, operate and maintain a library.

COUNTY LIBRARY (MCL 397.301)

SCHOOL LIBRARIES-- Under boards of education (MCL 397.261 et seq.)

NOTE--Several other statutes may authorize contributions to established libraries for library services to its inhabitants or the consolidation of library services.

REGIONAL LIBRARIES (MCL 387.151 et seq.)

DISTRICT LIBRARIES (MCL 397.171 et seq.)

LIBRARY NETWORK ACT (MCL 397.131 et seq.)

Hospitals

COUNTY (MCL 331.151) May establish and operate a county hospital after vote of the electorate.

PROHIBITED from contributing to a private, nonprofit corporation operating a hospital. (AGO 4851 dated Nov. 4, 1974)

May contract for services (AGO 5083) with a private, nonprofit corp. to provide health or welfare services to persons who are the proper concern of the county pursuant to guidelines and where final authority to take discretionary action remains with the public body.

COUNTY, CITY, VILLAGE (MCL 331.1101) Municipal Health Facilities Corporations Act--County board, city or village council may incorporate 1 or more corporations under this act. **NOTE** A health care corporation established under this act is a discretely presented component unit of the incorporating unit.

Joint Municipal (Community) Hospitals--(MCL 331.1 et seq.) Two or more CITIES, TOWNSHIPS AND VILLAGES, or any combinations may incorporate a hospital authority to establish, expand and or operate a hospital or health care facilities.

TOWNSHIP (MCL 41.712) board may, by majority vote, pay from unexpended balances in its contingent fund to any hospital, a sum that fairly represents the reasonable share of the township in

the maintenance and support of the hospital whose facilities are made available to the residents of the township at standard rates. However, the hospital and township board shall agree upon the number of residents of the township to which the hospital shall make facilities available during each year.

Historical Activities, Commissions, Districts

TOWNSHIPS (MCL 399.161) may appropriate money that the town board believes advances and fosters historical interests of the township.

CITIES, COUNTIES, TOWNSHIPS and VILLAGES (MCL 399.171) (Historical Commissions) may individually or jointly appropriate money to or by ordinance, create a commission to advance the historical interests of the unit or units.

CITY, COUNTY, TOWNSHIP or VILLAGE (MCL 399.201) may, by ordinance establish historical districts and a commission to preserve and refurbish historical structures.

Juvenile Delinquency--Curbing

CITY, COUNTY, TOWNSHIP, or VILLAGE (MCL 123.461) may levy taxes and appropriate funds for operating centers open exclusively to youths under 21 years of age and aimed at curbing juvenile delinquency within the community. May require a vote of electors.

Economic Development

COUNTY (MCL 125.1231) commissioners may create a county commission to promote economic development and provide in the county budget for the expenses of the commissions.

CITY, COUNTY, TOWNSHIP or VILLAGE (MCL 125.1601) may approve an application to incorporate an economic development corporation, file articles of incorporation and fund projects of said EDC, which are for a public benefit and as approved by the legislative bodies.

Installment Purchases

CITY, TOWNSHIP, or VILLAGE (MCL 123.721) may enter into a agreement with the contractor or vendor to purchase land, buildings or equipment for a period not to exceed 15 years or the life of the item purchased and pay installments. The liability for such purchases, exclusive of interest shall not exceed 1 and 1/4 percent of the units State Equalized Assessed Value. The purchases must be for a public purpose, within the unit's budgetary appropriations and without the prior approval of the Michigan Municipal Finance Commission. Otherwise a unit of government cannot borrow without the prior approval of the Municipal Finance Commission.

COUNTIES (MCL 46.11b) may purchase and pay in installments for a period not to exceed 10 years or the life of the item purchased. The liability shall not exceed 1/2 of 1 percent of the SEV. The county can not levy a tax to pay the principal or interest. Special provisions apply for a few purchases that can be extended for a period of not to exceed 15 years. (see statute)

ROAD COMMISSIONS (COUNTY) (MCL 224.10) may enter into a contract or agreement for the purchase of machines, tools, appliances and materials (excludes buildings and land) to be used for public purposes that are paid for in installments over a period not to exceed 5 years or the useful life of the property acquired, whichever is less.

Urban Cooperation Act

CITY, COUNTY, TOWNSHIP, CHARTER TOWNSHIP or VILLAGE (MCL 124.501) may exercise jointly with any other public agency of the state, any other state, or public agency of the Dominion of Canada or the US Government, any power, privilege or authority which such agencies share in common and which each might exercise separately.

Intergovernmental Transfer of Functions and Responsibilities

CITY, VILLAGE, OTHER INCORPORATED POLITICAL SUBDIVISION, COUNTY, SCHOOL DISTRICT, COMMUNITY COLLEGE, INTERMEDIATE SCHOOL, TOWNSHIP, CHARTER TOWNSHIP, SPECIAL DISTRICT or AUTHORITY (MCL 124.531) Any two or more political subdivisions are authorized to enter into a contract with each other providing for the transfer of functions or responsibilities to one another or any combination thereof upon the consent of each political subdivision involved.

NOTE Several other specific statutes authorize the joint operations of sewer, water and other public functions by governmental units.

Tax Tribunal (SEV) Appeals

COUNTY and all SCHOOL BOARDS [211.44(3)] may contribute to the defense of tax tribunal issues defended by a local tax assessing unit to the extent that the cost of the appeal exceeds 1 percent of the administration fee available to the tax assessing unit.

Senior Citizens/Older Persons

CITY, COUNTY, TOWNSHIP or VILLAGE (MCL 400.571) authorizes a legislative body to appropriate funds to a public or private non-profit organization for the purpose of providing services to older persons 60 years or older. Appropriations to a private organization must be specified in a contract. The terms of the contract must be published within 10 days of its approval in a local newspaper specifying the terms of and services to be performed.

COFFEE/MEALS

The purchase of coffee, donuts and sandwiches first must be for a public, not an individual or private group or purpose. These expenditures for use at a regular or special meetings, for fire fighters, volunteer or full time employees, when working an extended period of time or when dedicating public buildings are normally considered expenditures for a public purpose.

Coffee and donuts for employees use during normal working hours is considered personal, not for a public purpose, and improper unless specifically provided for in a collective bargaining agreement or duly adopted employment policy of the governmental unit (fringe benefit).

RETIREMENT/RECOGNITION FUNCTIONS

Retirement functions, gifts or plaques for employees or officials, recognition dinners for volunteer fire fighters or ambulance staff are usually not for a public purpose, therefore not an allowable expense. Travel and meals as part of the cost of training volunteers to perform emergency services within the township are deemed a public purpose, payable as a expense when properly budgeted, authorized and approved.

A TOWNSHIP board may, by resolution, establish retirement, health, life and/or accident insurance benefits for township officials and employees. (MCL 41.110b) The board may provide that officials or employees pay a portion of the premium and deduct that cost by payroll deduction.

COUNTY RETIREMENT (MCL 46.12a) County commissioners may by resolution establish retirement systems.

ALL LOCAL UNITS (MCL 38.1501 et seq.)

LEGAL EXPENSES

A governmental unit is not authorized to expend public money to assist residents with legal cost in

defending the home owners from possible civil action by a neighboring city to condemn their property for public use by the city. We are unable to see a "public purpose" for the township in this expenditure. Also this expenditure may be prohibited under the provisions of Article 9, Section 18 of the 1963 Michigan Constitution that prevents a governmental unit from lending its credit to the aid of any person, association or corporation, public or private, except as authorized in the Constitution.

OTHER LAWFUL EXPENDITURES

Contracts with public or private, profit or nonprofit organizations for a specific public service or benefit that the unit can legally perform and money is available within the budgeted appropriations. These may include contracts for fire protection, ambulance service, assessing and tax collections, trash/rubbish collections, employee benefits, etc. Contracts should address financial reporting, auditing, review of records and related matters.

Membership dues to governmental associations as MTA, MML, MAC, and similar organizations that advise, inform and educate officials and employees. (See court decision *Hayes v City of Kalamazoo*, 316 Mich. 443).

Meals and refreshments during extended working hours for emergency services by firefighters, police officers and for authorized seminars of an educational nature to officials and employees.

Registration fee, lodging and travel for attendance at useful public informational or educational workshops and seminars.

UNLAWFUL EXPENDITURES BY A GOVERNMENTAL UNIT

Contributions or appropriations which are not specifically authorized by the Constitution or State Statute cannot be authorized regardless of the worthiness of the cause. Examples of such prohibited expenditures where there is no contract for specific services to lawful wards or functions of the local unit have been negotiated are as follows:

Contributions to churches, veterans, non-profit organizations.

Payment of funeral expenses for a person injured on government property.

Donations to a private ambulance or EMS service not under contract with the governmental unit.

Donations, including use of property or equipment to Little League, Scouts, Big Brothers/Sisters.

Donations to community organizations.

Expenses for private road construction or maintenance.

Office refreshments, picnics.

Presents to officials and employees or retirement recognition events.

Flowers to the sick or departed.

Mileage of officials and employees to and from their residence to the city, township or village hall, county building or meeting rooms.

Per diem compensation to township supervisor, clerk and treasurer on a salary basis for attending township board meetings. (Check City and Village Charters for their compensation procedures or restrictions) Extra compensation for summer tax collections unless part of the initial salary resolution or authorized within statutory procedures for an increase in salary.

Extra compensation for special elections unless part of initial salary resolution or authorized under statutory procedures for an increase in salary.

The foregoing is not intended to be an exhaustive list of legal or illegal expenditures, but is an attempt to explain the most common questions and concerns raised on these issues.

We again advise that this information consists of a narrative addressing a few legal citations concerning governmental expenditures. It is intended for training purposes only and should not be considered a legal interpretation of the items presented. Please consult your legal advisor if a legal opinion is needed.

Personnel from our office are available to assist you.

Michigan Department of Treasury
Local Audit and Finance Division
4th Floor, Treasury Building
Lansing, Michigan 48922
Phone (517) 373-3227

Copyright © 2005 State of Michigan

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10G

2023 Downtown Events Requests List

Event	Event Date	Day	Event Time	Chamber of Commerce Special Liquor License	Car Show US-12 No-Parking*	North Street Closure**	Pleasant Ave Closure***	Other Requests and Notes
Winter Blues	January 13th	Fri.	5:30 pm to 9:00 pm	N	N/A	N/A	N/A	Temporary closure of four parking spaces on US-12 for food trucks. 2:00 pm to 10:00 pm
Art Around Town Auction and Winter Wine Down	March 24th	Fri.	5:30 pm to 9:00 pm	N	N/A	N/A	N/A	Temporary closure of four parking spaces on US-12 for food trucks. 2:00 pm to 10:00 pm
Sturgis Spring Food and Flower Fest	April 28th	Fri.	5:30 pm to 9:00 pm	N	N/A	4/27 @ 8:00 am to 4/29 @ 5:00 pm	N/A	Use of Free Church Park 4/28 all day; North Street closed from US-12 to parking lots on 4/27 and 4/29, to John Street 4/28
Spring Cruise-In and Eats	May 12th	Fri.	5:30 pm to 9:00 pm	N	2:00 pm to 10:00 pm	3:00 pm to 11:00 pm	N/A	
Bourbon, Bacon, and Blues	May 26th	Fri.	5:30 pm to 10:30 pm	Y	N/A	noon to midnight	N/A	Temporary no parking on John St. (North to Clay) all day; closure of John St. (North to Clay) from 2:00 pm to midnight. Closure includes intersection of North and John St.
Movies on North	June 9th	Fri.	5:30 pm to 9:00 pm	N	N/A	2:00 pm to 11:00 pm	N/A	
Sturgis Fest (Not a DDA Event)	June 20-24th	Tues. - Sat.	Various	Y	N/A	N/A	N/A	Liquor licenses scheduled for June 21st and 22nd. Other Sturgis Fest requests to be brought separately.
MI Art Fest	July 14th	Fri.	5:30 pm to 9:00 pm	N	2:00 pm to 10:00 pm	noon to 11:00 pm	N/A	
Summer Flicks and Eats	July 28th	Fri.	5:30 pm to 9:00 pm	N	N/A	noon to 11:00 pm	N/A	
Dog Days of Summer/Kids Korner	August 11th	Fri.	5:30 pm to 9:00 pm	N	2:00 pm to 10:00 pm	noon to 11:00 pm	N/A	Use of Free Church Park noon to 10:00 pm
Music on North	September 1st	Fri.	5:30 pm to 9:00 pm	N	N/A	2:00 pm to 11:00 pm	N/A	
Summer's End/Classic Car Cruise-In	September 15th	Fri.	5:30 pm to 9:00 pm	N	2:00 pm to 10:00 pm	2:00 pm to 11:00 pm	N/A	
Sturgis BBQ Fest	September 30th	Sat.	noon to 7:00 pm	Y	N/A	8:00 am to 10:00 pm	N/A	Temporary no parking on John St. (North to Clay) 9/29 at 2:00 pm; closure of John St. (North to Clay) from 9/29 at 5:00 pm to 9/30 at 10:00 pm
Chocolate in the City	November 17th	Fri.	5:30 pm to 8:00 pm	N	N/A	N/A	N/A	Temporary closure of four parking spaces on US-12 for food trucks. 2:00 pm to 9:00 pm

All events include use of City barricades, trash cans, picnic tables, etc. as needed as well as use of electric and water utilities. Staff time for drop off and pickup of barricades assumed.

* Unless otherwise noted, includes all downtown parking spaces on US-12 from Jefferson St. to Monroe St.

** Unless otherwise noted, includes closure of North St. from US-12 to John Street and temporary no parking in a portion of City Parking Lot 4

*** Unless otherwise noted, includes closure of Pleasant Ave. from US-12 to first parking lot entrance