



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, OCTOBER 25, 2023
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
 - A. Action of Minutes of Previous Meetings
 - **APPROVE the minutes from the October 11, 2023 work session as presented.**
 - **APPROVE the minutes from the October 11, 2023 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$3,043,062.96 as presented.**
9. UNFINISHED BUSINESS
 - A. Second Precinct Commissioner Selection – Mayor Mullins
 - B. 303 St. Joseph St. PILOT Ordinance Second Reading – Kenneth Rhodes
10. NEW BUSINESS
 - A. 306 North St. & 602 Jean Ave. RFP – William Prichard
 - B. Spillway and Walkway Painting at Hydro Plant – Daniel Root
 - C. Clerk/Treasurer Contract – Andrew Kuk
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – Union Negotiations
13. ADJOURN

Manager's Report

OCTOBER 25, 2023



CITY OF
Sturgis
MICHIGAN

Submitted by:

A handwritten signature in black ink, appearing to read "Andrew Kuk".

Andrew Kuk
City Manager

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for October 25, 2023 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the October 11, 2023 work session as presented.

APPROVE the minutes from the October 11, 2023 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$3,043,062.96 as presented.

9. Unfinished Business

A. Second Precinct Commissioner Selection

Staff: Mayor Mullins

At the October 11th City Commission Work Session, interviews were held for applicants for the open City Commissioner position in Precinct 2. The applicants interviewed were Alan Albarran and Rodger Moyer.

Per the process approved by the Commission, the group will discuss and appoint an applicant for the open position at this meeting. The selected applicant will be sworn in prior to the next regular meeting.

Following past practice, Commissioners may choose to make a motion to appoint either Mr. Albarran or Mr. Moyer. This appointment will fill the unexpired term of Brandon Kinsey, which ends in November 2026. However, this position will be on the ballot in November 2024.

Included in your packet:

1. Precinct 2 Commissioner Applications

9. Unfinished Business

B. 303 St. Joseph St. PILOT Ordinance Second Reading

Staff: Kenneth Rhodes

At the October 11th Commission meeting, a first reading of the PILOT Ordinance for 303 St. Joseph St. was considered.

Spire is looking to locate a workforce housing development project of between 45-55 units at 303 St. Joseph Street, the former Paramount Furniture Company site currently owned by the Sturgis Economic Development Corporation (EDC). Spire had previously approached the City about the project in 2020.

As in 2020, Spire Development is seeking funding through MSHDA's Low Income Housing Tax Credit (LIHTC) program for the project. LIHTC housing developments can only rent units to individuals or families with low to moderate incomes and rent for these units is capped at levels tied to income. The LIHTC program competitively awards tax credits to affordable housing projects based on a number of factors.

Part of the application process for LIHTC tax credits is for the developer to have a number of elements addressed including site control (purchase of the property or a purchase agreement), site plan review, and a Payment in Lieu of Tax (PILOT) with the local community. The establishment of a PILOT is done via City ordinance, where the property of a qualifying project is exempted from taxes and a PILOT established in its place.

Spire completed all these elements with the City in 2020 and applied for LIHTC tax credits, but were not awarded. Recently, the criteria for LIHTC funding through MSHDA has changed, greatly increasing the probability of a project being awarded this year. At the end of September the EDC approved terms of a new purchase agreement for the property and Spire is working to refresh and update site plans and building drawings for the project. They are looking to apply for the December 1st LIHTC funding round.

In order to complete this application, Spire will require a new PILOT ordinance be approved. As stated above, where a PILOT is established, the property of a qualifying project is exempted from taxes and the terms of the PILOT are used to pay the City for services.

The PILOT is calculated by taking the yearly rents from the project less utilities and applying an agreed-to percentage not more than 10%. The PILOT remains in place during the term the Housing Development remains subject to the income and rent restrictions under the LIHTC Program. Apartments in the proposed project would be rented by individuals or families that make between 30% and 80% of the Area Median Income (AMI) for St. Joseph County; the average AMI for renters on this project is expected to be around 60%.

Spire has proposed a PILOT percentage of 9%; based on their projected annual shelter rents, this percentage is in line with past PILOTs granted by the Sturgis City Commission and the same percentage approved by the Commission for the St. Joseph St. Lofts project in 2020.

Also included in your packet is draft language of an ordinance amendment establishing the new PILOT for the St. Joseph Street Lofts project. The City Commission adopted a similar ordinance in 2020. Changes to the current ordinance reflect language requirements that were dictated by MSHDA.

If passed, the PILOT will only take effect once the project is constructed and will automatically be repealed if the project is not granted approval by MSHDA by December 31, 2025. It may likewise be terminated if construction has not begun within one year of funding approval and is not completed within a year of construction beginning. The only changes to the ordinance from the first reading include repealing the two expired PILOT ordinances from 2020 and the code section for this new ordinance.

Proposed Motion:

Move that the Sturgis City Commission CONSIDER/NOT CONSIDER this the second reading of and APPROVE/DENY an amendment to Chapter 2, Article IV, Division 1 of the Ordinances of the City of Sturgis adding Section 2-309. - Tax

exemption for St. Joseph Street Lofts and fee in lieu of taxes, effective November 14, 2023.

Staff Recommendation:

CONSIDER and APPROVE

Information Included in Packet:

1. Ordinance Section 2-309 Redlined

10. New Business

A. 306 North St. & 602 Jean Ave. RFP

Staff: William Prichard

At the September 13th meeting, the Commission approved issuing a request for proposals for the purchase and renovation of 306 John St. and 602 Jean Ave. by private developers. City staff prepared bid documents and advertised the bid on the City's website and on Facebook. Bids were due on Monday, October 16th.

Only one bid was received for each project. Jose Lopez submitted a proposal in the amount of \$8,000.00 for 306 North St. and \$12,000.00 for 602 Jean Ave. Copies of Mr. Lopez's bids are included with your packet.

Mr. Lopez's proposal did include an alternate completion timeline from the RFP standard. The City's RFP stated that the work to be completed within one year and Mr. Lopez is requesting one year and 6 months to complete with the amount of work necessary. The proposal provided that the City reserves the right, in its absolute discretion, to reject any or all proposals, to waive irregularities, informalities and/or non-conformities in any submission, to select the Purchaser and proposal deemed to be in the best interest of the City, and to negotiate with the selected Purchaser. Staff is recommending accepting this proposed time schedule.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the sale of 306 North St. in the amount of eight thousand dollars (\$8,000.00) and 602 Jean Ave. in the amount of twelve thousand dollars (\$12,000.00). to Jose Lopez as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Lopez Bids

10. New Business

B. Spillway and Walkway Painting at Hydro Plant

Staff: Daniel Root

Included as part of the capital improvement plan for FY 2023-2024 is the painting of the spillway railings and catwalks at the Hydo Electric Dam. This work is also required as a result of the recent Federal Energy Regulatory Commission (FERC) inspection of the facilities at the hydro dam site. FERC is the Federal agency under the department of Energy that oversees, inspects, and regulates all hydropower operations to ensure safe operation of these facilities.

Staff consulted with representatives from Sherwin Williams to develop surface preparation and painting material specifications for the bidding process. Bids were advertised using BidNet Direct and a Bid Opening was held on Monday August 28, 2023. Six bids were received at that time ranging from \$46,788.78 to \$415,469.00. The bid tab is included in your packet.

After the bid opening staff was notified from one of the bidders that the existing paint was tested and found positive for the presence of lead. Staff contacted Red Cedar Consulting, an independent professional Environmental Consulting Firm from Lansing, MI, and requested assistance with additional testing as well as consultation on procedures in the event that lead based paint was present. Samples were collected and sent in for analysis and found to be negative or below reporting levels for lead content. A second set of paint samples was retrieved from the site to additionally be tested from the presence of Cadmium and were also found to be negative or below MIOSHA reporting levels. The reports are included for your reference.

Staff recommends award of this project to the low bidder, Do It All Painting out of Grand Rapids, MI. City staff requested references for similar projects that Do It All Painting has completed in the last 24 months, those references were supplied and checked. Staff has been in contact with Do It All Painting discussing the possible schedule to complete the work. It would be ideal for all involved if the project could be completed while the current drawdown is still in place.

This repair is budgeted for the FY 2023- 2024 and will be paid for out of the maintenance budget for that year. A total of \$70,000.00 was budgeted to complete this work.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid from Do It All Painting for the painting of the spillway and walkway at the hydro dam in the amount of forty-six thousand seven hundred eighty-eight dollars and seventy-eight cents (\$46,788.78) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Bid Tab
2. Testing Reports

10. New Business

C. Clerk/Treasurer Contract

Staff: Andrew Kuk

Included in your packet is a draft contract between the City of Sturgis and Clerk/Treasurer Ken Rhodes. The draft is redlined to identify changes since the last version provided to the Commission.

The contract is intended to address two main issues related to the Clerk/Treasurer positions. First, it outlines and clarifies duties, benefits, and supervision of the position. The City Charter outlines the Clerk and Treasurer positions and these positions are hired by the Commission. For the recent past this position, while hired by the Commission, these positions have been combined as the Clerk/Treasurer and overseen on a day-to-day basis by the City Controller and City Manager. The contract clarifies and formalizes this structure while providing for oversight by the City Commission.

Second, the contract provides for Mr. Rhodes to purchase service time up to January 2, 2027 (his retirement date) if he were to be fired without cause between the signing of the contract and that date. It also allows for him to access retiree health insurance at that retirement date if he purchases service time under the provisions of the contract.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Employment contract with Kenneth D. Rhodes for the position of City Clerk/Treasurer as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Draft Contract

Noteworthy Meetings / Events

- United Way Campaign Meeting | October 10th
- Township Supervisor Meeting | October 11th
- Kiwanis Club Presentation | October 11th
- MDOT Aeronautics Airport General Topics Meeting | October 12th
- HaasCaywood 125th Anniversary Open House | October 12th
- Fleis & VandenBrink Annual Coordination Review | October 17th
- MML Conference | October 18th- October 20th

Upcoming Events

- Chamber of Commerce Safety Seminar | Sturges-Young | 9am-11:30am | October 24th
- Monster Mash | Sturges-Young | 8pm | October 28th
- Holiday Kaleidoscope | Sturges-Young | 5:30pm | November 3rd
- Styrofoam Recycling | DPS | 9am-12pm | November 4th
- Chamber Annual Dinner | Sturges-Young | 5pm | November 9th
- Crescendo 150 Years of Music | Sturges-Young | 7pm | November 10th
- Cinema Circle – Saving Private Ryan | Sturges-Young | 7pm | November 11th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**WORK SESSION - STURGIS CITY COMMISSION
WEDNESDAY, OCTOBER 11, 2023
WIESLOCH RAUM – CITY HALL**

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

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

Commissioners absent: Hile

Also present: City Manager, City Controller, City Clerk

The City Commission conducted interviews to fill the vacancy for 2nd Precinct Commissioner.
Applicants included Alan Albarran and Rodger Moyer.

The meeting was adjourned at 5:45 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, OCTOBER 11, 2023
WIESLOCH RAUM – CITY HALL**

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

The Pledge of Allegiance was said by all present.

The Invocation was given by Comm. Kinsey.

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

Also present: City Attorney, City Manager, City Controller, Cemetery and Parks Superintendent,
City Engineer, Economic Development Specialist, City Clerk

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

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

Moved by Comm. Smith and seconded by Comm. Kinsey to approve the Consent Agenda of October 11, 2023 as presented.

8A. Action of Minutes of Previous Meetings

- APPROVE the minutes from the September 27, 2023 regular meeting as presented.

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$2,744,683.56 as presented.

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

City Engineer Barry Cox and Scott Lang, Environmental Resource Management representing Newell Brands, provided information on a request to install monitoring wells near the airport. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Perez to approve three monitoring well easements and vehicular access to the monitoring well locations on the Kirsch Municipal Airport property pending staff and City Attorney review and authorize City Manager Andrew Kuk to sign all necessary documents.

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

Parks and Cemetery Superintendent Anthony VanNest provided information on a request to utilize Oak Lawn Park for the Sturgis Farmer's Market. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Perez to approve the use of Oak Lawn Park for the Sturgis Farmer's Market beginning in the spring of 2024 as presented.

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

Economic Development Specialist Jeff Coney provided information on the bids received to demolish structures at the State Line Industrial Park. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Perez to approve the bid from Michigan Demolition for demolition of the structures located at 26846 State Line Road in the total amount of fourteen thousand nine hundred dollars (\$14,900.00) as presented.

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

City Clerk/Treasurer Kenneth Rhodes and Sean McMickle, Spire Development, provided information on a proposed apartment complex on St. Joseph Street and an associated Payment In Lieu of Tax. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Perez to consider this the first reading of an amendment to Chapter 2, Article IV, Division 1 of the Ordinances of the City of Sturgis adding Section 2-309. - Tax exemption for St. Joseph Street Lofts and fee in lieu of taxes.

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

Moved by Comm. Harrington and seconded by Comm. Perez to recess the regular meeting.

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

The City Commission recessed at 7:10 p.m.

Mayor Mullins called the meeting of the Sturgis Housing Development Corporation to order at 7:15 p.m.

Moved by Dir. Perez and seconded by Dir. Harrington go into Closed Session for discussion of the potential purchase of property.

**Voting yea: Bir, Kinsey, Nieves, Smith, Harrington, Perez, Miller, Mullins, Kuk
Voting nay: None Absent: Hile MOTION CARRIED**

SHDC Meeting recessed at 7:16 p.m.

SHDC Meeting resumed at 7:43 p.m.

SHDC Meeting adjourned at 7:43 p.m.

City Commission Meeting resumed at 7:43 p.m.

Moved by Comm. Hile and seconded by Comm. Perez to go into Closed Session to discuss the potential purchase of property a to conduct a periodic personnel evaluation at the request of the employee.

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

Voting nay: None

MOTION CARRIED

Meeting recessed at 7:43 p.m.

Meeting reconvened at 8:58p.m.

City Manager Andrew Kuk provided information on concepts related to retirement provisions for long term employees.

The meeting was adjourned at 9:07 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				
10-13-2023	PR0620M	00061	CITY OF STURGIS PAYROLL	413,717.04
09-28-2023	T16134M	06030	VERIZON CONNECT NWF INC	226.66
10-01-2023	T16135M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
10-04-2023	T16136M	00197	CITY OF STURGIS UTILITIES	19,617.47
10-08-2023	T16137M	06121	GB SOLAR TE 2020 HOLDINGS LLC	145,338.91
10-12-2023	T16138M	00197	CITY OF STURGIS UTILITIES	10,662.22
10-02-2023	T16139M	04389	FRONTIER COMMUNICATIONS A	104.56
10-02-2023	T16140M	03770	MICHIGAN GAS UTILITIES	13.31
10-19-2023	T16141M	03770	MICHIGAN GAS UTILITIES	2,208.29
10-04-2023	T16142M	03770	MICHIGAN GAS UTILITIES	38.25
10-04-2023	T16143M	03770	MICHIGAN GAS UTILITIES	43.57
10-04-2023	T16144M	03770	MICHIGAN GAS UTILITIES	45.78
10-10-2023	T16145M	03770	MICHIGAN GAS UTILITIES	14.16
10-20-2023	T16146M	00197	CITY OF STURGIS UTILITIES	14,218.00
10-11-2023	T16147M	03770	MICHIGAN GAS UTILITIES	66.88
10-11-2023	T16148M	03770	MICHIGAN GAS UTILITIES	124.06
10-19-2023	T16149M	03770	MICHIGAN GAS UTILITIES	47.65
10-19-2023	T16150M	03770	MICHIGAN GAS UTILITIES	57.44
10-19-2023	T16151M	03770	MICHIGAN GAS UTILITIES	41.47
10-19-2023	T16152M	03770	MICHIGAN GAS UTILITIES	67.43
10-16-2023	T16153M	04389	FRONTIER COMMUNICATIONS A	53.64
10-13-2023	T16154M	04389	FRONTIER COMMUNICATIONS A	202.64
10-13-2023	T16155M	04389	FRONTIER COMMUNICATIONS A	101.44
10-13-2023	T16156M	04389	FRONTIER COMMUNICATIONS A	242.70
10-13-2023	T16157M	04389	FRONTIER COMMUNICATIONS A	26.08
10-13-2023	T16158M	04389	FRONTIER COMMUNICATIONS A	54.36
10-20-2023	T16159M	00197	CITY OF STURGIS UTILITIES	5,581.70
10-11-2023	T16160M	02909	CHARTER COMMUNICATIONS	607.11
10-10-2023	T16161M	04421	AT&T MOBILITY	781.34
10-16-2023	T16162M	04389	FRONTIER COMMUNICATIONS A	604.00
10-19-2023	T16163M	04389	FRONTIER COMMUNICATIONS A	218.52
10-02-2023	T16164M	04197	MI PUBLIC POWER AGENCY	161,793.02
10-23-2023	T16165M	04389	FRONTIER COMMUNICATIONS A	53.01
10-02-2023	T16166M	04088	BLUE CROSS BLUE SHIELD OF MI	10,423.99
10-12-2023	T16167M	00512	CAMOCO FUEL SYSTEM	14,856.43
10-23-2023	T16168M	03770	MICHIGAN GAS UTILITIES	15.01
10-23-2023	T16169M	03770	MICHIGAN GAS UTILITIES	123.82
10-24-2023	T16170M	03770	MICHIGAN GAS UTILITIES	55.40
10-24-2023	T16171M	03770	MICHIGAN GAS UTILITIES	39.52
10-25-2023	T16172M	03770	MICHIGAN GAS UTILITIES	39.52
10-09-2023	T16173M	00181	GORDON FOOD SERVICE	253.85
10-09-2023	T16174M	04197	MI PUBLIC POWER AGENCY	182,706.46
10-25-2023	T16175M	04197	MI PUBLIC POWER AGENCY	31,704.42
10-18-2023	T16176M	05892	PAYCOR	1,285.77
10-01-2023	T16177M	06030	VERIZON CONNECT NWF INC	113.33
10-31-2023	T16178M	03286	THE BANK OF NY MELLON TRUST CO	347,701.24
10-12-2023	T16179M	00449	CENTURY BANK & TRUST	3,402.13
10-01-2023	T16180M	06290	MEDPRO WASTE DISPOSAL LLC	26.25
10-01-2023	T16181M	04088	BLUE CROSS BLUE SHIELD OF MI	23,382.45
10-25-2023	T16182M	04389	FRONTIER COMMUNICATIONS A	286.25
10-30-2023	T16183M	03770	MICHIGAN GAS UTILITIES	12.03
10-13-2023	T16184M	04088	BLUE CROSS BLUE SHIELD OF MI	52,941.46

Date	Check#	Vendor	Vendor Name	Amount
10-16-2023	T16185M	04197	MI PUBLIC POWER AGENCY	211,884.37
10-31-2023	T16186M	04389	FRONTIER COMMUNICATIONS A	105.84
10-22-2023	T16187M	03858	FARMERS STATE BANK	7,781.90
10-03-2023	T16188M	05903	WEST SIDE BEER DISTRIBUTING	276.60
10-01-2023	T16189M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
10-13-2023	T16190M	00062	CITY OF STURGIS-EMPLOYEE INS	70,647.96
10-13-2023	T16191M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,922.83
10-13-2023	T16192M	00065	DOYLE MEMBERSHIP TRANSFER	2,785.87
10-13-2023	T16193M	00063	CITY OF STURGIS TAX TRANSFER	23,411.31
10-13-2023	T16194M	05123	COMERICA BANK-INST TRUST SERV	30,014.50
10-13-2023	T16195M	03229	CITY OF STURGIS-WORKERS COMP	4,202.74
10-13-2023	T16196M	00064	INTL CITY MGMT ASSOC RETR CORP	8,335.02
Automatic Checks				
10-25-2023	247356	00110	A & K PRINTING & POOLS	6,365.00
10-25-2023	247357	05634	A W AYRES AGENCY	2,252.39
10-25-2023	247358	01283	ABONMARCHE BYCE	1,453.13
10-25-2023	247359	04266	ABONMARCHE BYCE	3,252.65
10-25-2023	247360	00066	ACTION QUICK PRINT PLUS	195.75
10-25-2023	247361	03921	AFFORDABLE EQUIPMENT AND	215.00
10-25-2023	247362	00332	ALEXANDER CHEMICAL CORP	3,913.57
10-25-2023	247363	05697	ALL TRAFFIC SOLUTIONS INC	2,600.00
10-25-2023	247364	00002	ALL-PHASE ELECTRIC SUPPLY	179.73
10-25-2023	247365	06453	ALLIANCE ELITE LLC	4,500.00
10-25-2023	247366	05986	ALPHA BUILDING CENTER-NOTTAWA	12.40
10-25-2023	247367	06119	AMAZON.COM SALES INC	3,067.65
10-25-2023	247368	06318	AMBULANCE BILLING NETWORK LLC	1,537.12
10-25-2023	247369	00340	AMERICAN SAFETY & FIRST AID	48.34
10-25-2023	247370	05952	AMK SERVICES LLC	2,394.00
10-25-2023	247371	00624	AQUA BLAST CARWASH SYSTEMS INC	272.00
10-25-2023	247372	02292	ASPLUNDH TREE EXPERT CO	10,841.29
10-25-2023	247373	05192	AVENTRIC TECHNOLOGIES LLC	1,656.00
10-25-2023	247374	06117	BENITA ANN LEWIS	30.00
10-25-2023	247375	02749	HARLAN BLOOD	15.00
10-25-2023	247376	00005	BOGEN CONCRETE INC	4,938.50
10-25-2023	247377	00006	BOLAND TIRE INC	983.28
10-25-2023	247378	05991	BORGESS MEDICAL GROUP	114.00
10-25-2023	247379	06401	BRENTWOOD INDUSTRIES INC	295,940.00
10-25-2023	247380	00296	BRET A SEVENER	48.52
10-25-2023	247381	06304	C2AE	14,403.75
10-25-2023	247382	00691	CENTRAL MEAT MARKET	219.93
10-25-2023	247383	06296	CIVICPLUS LLC	9,993.78
10-25-2023	247384	05412	CLEANCHEM	344.50
10-25-2023	247385	06325	COTTIN'S HARDWARE	643.71
10-25-2023	247386	06158	CULLIGAN WATER OF STURGIS	219.00
10-25-2023	247387	06264	CUTTER'S EDGE LAWN CARE LLC	1,843.00
10-25-2023	247388	05909	TONY D'HAESE	224.00
10-25-2023	247389	01119	DAVID W LUDDERS	71.80
10-25-2023	247390	00296	DAVIS J AND JESSICA BRUDERICK	89.67
10-25-2023	247391	00296	DONALD A BOGGS	61.48
10-25-2023	247392	03095	MARY DRESSER	30.00
10-25-2023	247393	00364	CAROL DUSTIN	350.00
10-25-2023	247394	06014	EGANIX INC	840.00

Date	Check#	Vendor	Vendor Name	Amount
10-25-2023	247395	06062	ELECTIONSOURCE	96.19
10-25-2023	247396	05490	FERGUSON WATERWORKS #3386	3,489.00
10-25-2023	247397	04389	FRONTIER COMMUNICATIONS A	121.97
10-25-2023	247398	00291	GATEHOUSE MEDIA MICHIGAN	312.90
10-25-2023	247399	02082	GECKO SECURITY LLC	1,736.00
10-25-2023	247400	00183	W W GRAINGER INC	401.21
10-25-2023	247401	06408	GRAND IMPRESSIONS PROP MAINT	175.00
10-25-2023	247402	05639	GRAPHICS 3	379.90
10-25-2023	247403	01436	GRIFFITH ELECTRIC LLC	200.00
10-25-2023	247404	04243	GRP ENGINEERING INC	3,449.65
10-25-2023	247405	01298	HAGEN CEMENT PRODUCTS INC	143.80
10-25-2023	247406	02440	HOFFMAN BROTHERS INC.	292,430.78
10-25-2023	247407	03515	HYDROCORP	4,625.50
10-25-2023	247408	06309	INTERGRAPH CORP	3,356.64
10-25-2023	247409	03114	INTERNATIONAL CODE COUNCIL	383.00
10-25-2023	247410	05171	STUART C IRBY CO	19,080.00
10-25-2023	247411	00296	JAMIE R KILGORE	42.72
10-25-2023	247412	06199	JANSEN PLUMBING, HEATING &	542.65
10-25-2023	247413	06429	JEFFREY S BOYER	100.00
10-25-2023	247414	06314	JODIE M JOHNSON	20.00
10-25-2023	247415	06373	JOE BENNETT MAGIC LLC	100.00
10-25-2023	247416	06217	JOHN J FLOWERS	20.00
10-25-2023	247417	05426	JONES & HENRY ENGINEERS LTD	6,396.12
10-25-2023	247418	04039	LAKELAND ASPHALT CORP	642.55
10-25-2023	247419	00394	LAWSON-FISHER ASSOCIATES PC	4,146.57
10-25-2023	247420	00023	LONESPRUCE	719.70
10-25-2023	247421	01346	TOM LONG	56.00
10-25-2023	247422	06087	MALLORY SAFETY AND SUPPLY, LLC	441.20
10-25-2023	247423	00296	MATTHEW L CHUPP	32.67
10-25-2023	247424	00296	MCKENNA L AND BENJAMIN BISHOP	265.86
10-25-2023	247425	06155	MERCER SEPTIC AND EXCAVATING	1,580.00
10-25-2023	247426	03774	STATE OF MICHIGAN	129.75
10-25-2023	247427	01641	MICHIGAN RURAL WATER ASSOC	430.00
10-25-2023	247428	01078	STATE OF MICHIGAN	104.00
10-25-2023	247429	00024	STATE OF MICHIGAN - MDOT	17,115.93
10-25-2023	247430	04702	MILLER JOHNSON ATTORNEYS	848.25
10-25-2023	247431	04772	MIKE MILLER	20.00
10-25-2023	247432	05541	MILLER, CANFIELD, PADDOCK	21,050.00
10-25-2023	247433	03204	E I MORROW CO INC	188.20
10-25-2023	247434	00847	MWEA	700.00
10-25-2023	247435	05102	MCLEAN ENGINEERING CO	166.00
10-25-2023	247436	06267	NEW CREATIONS LANDSCAPE LLC	2,585.44
10-25-2023	247437	00296	NEWELL BRANDS	324.55
10-25-2023	247438	05677	NORTH BREATHING AIR LLC	585.00
10-25-2023	247439	05671	PACE ANALYTICAL SERVICES LLC	364.30
10-25-2023	247440	04770	PARRISH EXCAVATING INC	177,236.51
10-25-2023	247441	04675	PATRICK ABSTRACT &	385.00
10-25-2023	247442	00296	PAUL L AND DOROTHY G PRESTON	16.09
10-25-2023	247443	00033	POSTNET POSTAL & BUSINESS	40.59
10-25-2023	247444	00485	POWER LINE SUPPLY	1,956.00
10-25-2023	247445	00031	POWER SYSTEM ENGINEERING INC.	7,602.50
10-25-2023	247446	05739	RENEWABLE WORLD ENERGIES LLC	5,119.24
10-25-2023	247447	00035	RESCO	44,871.50

Date	Check#	Vendor	Vendor Name	Amount
10-25-2023	247448	03542	RICKETT'S LAWN CARE	3,008.00
10-25-2023	247449	00296	ROY W MANNING JR	31.44
10-25-2023	247450	05379	S & S INDUSTRIAL SUPPLY	169.50
10-25-2023	247451	05765	SELKING INTERNATIONAL	19.91
10-25-2023	247452	02179	SPRINT	547.49
10-25-2023	247453	04310	SSEO GROUP INC	810.00
10-25-2023	247454	00488	STATE SYSTEMS RADIO INC	195.00
10-25-2023	247455	06222	STEAM TEAM HOME SERVICES	985.05
10-25-2023	247456	00296	STEVEN AND CHANTEL HORN	48.38
10-25-2023	247457	04903	STONECO OF MICHIGAN	138.72
10-25-2023	247458	05582	STRAIGHT LINE MOWING	100.00
10-25-2023	247459	01458	STURGIS AREA CHAMBER	176.19
10-25-2023	247460	04400	STURGIS BANK & TRUST-CUSTODIAN	1,022.64
10-25-2023	247461	00936	STURGIS COMMUNITY POOL	330.00
10-25-2023	247462	05918	THE STURGIS HISTORICAL SOCIETY	2,999.00
10-25-2023	247463	06176	SUPERIOR GROUNDCOVER INC	10,780.00
10-25-2023	247464	06134	SWANK MOTION PICTURES INC	450.00
10-25-2023	247465	04140	SWICK BROADCASTING COMPANY	200.00
10-25-2023	247466	06291	THOMPSON CONSTRUCTION GROUP	122,480.41
10-25-2023	247467	00047	CITY OF THREE RIVERS	780.00
10-25-2023	247468	06039	TOPCON SOLUTIONS	444.81
10-25-2023	247469	04118	TUSTINS ASPHALT SEALING	31,745.00
10-25-2023	247470	00296	VANESSA A WOOD	8.33
10-25-2023	247471	05745	ERICA VARGAS SARCO	100.00
10-25-2023	247472	04453	VERIZON WIRELESS	2,323.88
10-25-2023	247473	03511	WASTE MANAGEMENT	1,271.21
10-25-2023	247474	03872	JORY WEBB	120.00
10-25-2023	247475	06451	WILCOX NEWSPAPERS	1,199.00
10-25-2023	247476	05634	WILLIAM GRIMES	50.00
10-25-2023	247477	06339	WILLIAMS TREE CO LLC	1,980.00
10-25-2023	247478	02948	WITMER PUBLIC SAFETY GROUP INC	52.79
10-25-2023	247479	06107	YEOMAN, TALIA	300.00
10-25-2023	D02104	00077	CARQUEST AUTO PARTS	136.14
10-25-2023	D02105	02983	CINTAS LOCATION #351	1,066.03
10-25-2023	D02106	03929	EMERGENCY MEDICAL PRODUCTS INC	223.34
10-25-2023	D02107	03423	ESRI INC	27,500.00
10-25-2023	D02108	03944	LINDE GAS & EQUIPMENT INC	93.33
10-25-2023	D02109	06250	MARANA GROUP	2,645.80
10-25-2023	D02110	05121	MICKEY'S LINEN	288.62
10-25-2023	D02111	06026	MID-CITY SUPPLY CO INC	28.42
10-25-2023	D02112	06069	NAPA AUTO PARTS	222.85
10-25-2023	D02113	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,744.00
10-25-2023	D02114	03091	PRIME QUALITY ELECTRIC LLC	125.00
10-25-2023	D02115	06125	THE COPY IMAGE INC	989.14
Manual Total				\$1,815,647.17
Automatic Total				\$1,227,415.79
Grand Total				\$3,043,062.96

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 10/08/2023
PR0620M PAYROLL DATE 10/13/2023

GENERAL	\$159,344.45
MAJOR STREET	8,170.81
LOCAL STREET	6,684.74
CEMETERY	8,001.87
DDA	1,112.37
AIRPORT	860.25
BUILDING	3,554.78
HOUSING DEPARTMENT	154.50
STURGES-YOUNG CENTER FOR THE ARTS	4,162.49
RECREATION	4,015.82
DOYLE RECREATION CENTER	7,979.86
AMBULANCE	11,599.60
ELECTRIC	143,346.10
SEWER	16,218.00
WATER	36,324.29
MOTOR VEHICLE	2,187.11
Payroll Sub-Total	\$413,717.04

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 9A

Alan Albarran

**260 John St STE 6B
Sturgis, Michigan**

(269) 503-4844

**Employer:
KLS Underground INC
67297 US 131
Constantine MI
(260) 350-1534**

Alan Albarran
260 John St STE 6B
Sturgis MI

To whom it may concern:

Since I was young, I have always had an interest in politics and community leadership. In recent years, I have gotten involved in politics and could see a future in it for myself. For quite some time, I have been looking for my next step to best cultivate my passion for community service and politics. I believe that I am very well suited to positively contribute as a member of the Sturgis City Commission.

Having been born and raised in Sturgis, I have had the privilege of witnessing first hand the many changes and progressions that have occurred in the last 10-15 years. I have seen how much of a positive impact that has been made in the lives of the citizens of Sturgis and hope to be a contributing factor to this change and the many changes going forward. From my professional experience as an office manager and active involvement in various positions within the St Joseph County Republican party, I have had the opportunity to cultivate relationships and gained tons of knowledge that would help me to become a strong and effective leader.

I respectfully ask for your consideration for the position as a Precinct 2 City Commissioner in my hometown. I commit myself to serve with integrity and genuine desire to serve my fellow residents.

Respectfully,

A handwritten signature in black ink that reads "Alan Albarran". The signature is written in a cursive, flowing style.

Alan J Albarran

260 John St STE 6B
Sturgis MI 49091
(269) 503-4388 (Text or Call)
alanjalbarran@gmail.com

EXPERIENCE

KLS Underground INC Constantine, Michigan — *Office Manager*

01/2022-Now

KLS Underground is a Underground Utility Contractor specializing in the underground placement of conduit. My duties include but are not limited to employee relations, invoicing, DOT Compliance, inventory, and anything that may come up on a day to day basis.

Big Al's Baits and Tackle LLC Sturgis, Michigan — *Owner*

01/2022- Now

Big Al's Baits is a custom fishing tackle company. As owner I create all inventory such as ice fishing jigs and steelhead jigs, I also manage orders, inventory, and anything else related to owning a small business.

Unique Truck Accessories Sturgis, Michigan — *TIG Welder*

07/2021-01/2022

Unique Truck Accessories is a custom truck accessory fabricator. As a welder, I was in charge of putting together truck tool boxes per design specs and finishing them to be sold to the consumer.

EDUCATION

Glen Oaks Community College Centreville, Michigan — *Associate's Degree*

08/2020-05/2022

Associates of General Studies

Sturgis High School Sturgis, Michigan — *High School Diploma*

08/2016-05/2020

High School Diploma

St Joseph County GOP

Precinct Delegate, Sturgis
Precinct 1 08/2022-Now

Vice Chairman 08/2023-Now

Young Republicans Chairman
02/2023-Now

Secretary 11/2022-09/2023



St. Joseph County Office of the Prosecuting Attorney

P.O. Box 250
Centreville, MI 49032
(269) 467-5547 (voice)
(269) 467-5658 (fax)

PROSECUTING ATTORNEY
David A. Marvin

CHIEF ASST. PROSECUTING ATTORNEY
Josh Robare

ASSISTANT PROSECUTING ATTORNEY
Deborah Davis
Casey Johnson

September 29, 2023

Re: Alan Albarran

To Whom it May Concern,

This letter is in promotion of Alan Albarran who demonstrates maturity beyond his years. I first encountered Alan a couple years ago as a newcomer to the Republican Party where he regularly attended and participated in meetings and events, establishing his reputation as a reliable supporter and promoter of core values including hard work and individual responsibility.

I am now Chairman of the St. Joseph County GOP and work with Alan regularly to that end. Having gotten to know him better, I recognize he is more responsible and reliable than most. He has a strong work ethic and seemingly endless energy. Alan is a go-getter. He's demonstrated a natural ability to identify, pursue and accomplish goals with no prompting, management or oversight: wind him up and let him go.

Alan is a self-motivated, young man with old school values.

Sincerely yours,

David A. Marvin
St. Joseph County Prosecutor

To Whom it concerns,

I have known Alan Albarron for over 10 years since he was a student in Sturgis Public Schools. Alan has always had great ambition and determination to achieve and most importantly, to serve. He was very active in student leadership in school with Youth in Government.

In his current supervisory role Alan has again demonstrated his leadership abilities by running multiple underground boring/installation crews over a wide area. He handles scheduling, inventory control, maintenance scheduling for equipment, insurances, Human resource duties, employee relations invoicing, payroll. He acts as a liaison for DOT and local officials, crews from other entities and coordinates legal, union, and many contractual obligations. He does the above with unusual skill and timeliness.

In the last couple years I have been working with him directly as an elected precinct delegate at the county and state level in the Republican party. During time spent personally with Alan I immediately recognized his natural leadership abilities. He is St Joseph co GOP Youth Chair, County GOP Secretary, and is very active in many GOP duties that are in addition to his other responsibilities.

He is very obviously a future leader in local and state level GOP party activities.

I worked for the City of Sturgis for over a decade. This experience leads me to make on final observation; Alan will be a huge asset to the City of Sturgis going forward, he is a leader waiting/wanting to make good things happen. I believe Sturgis will be served in a steadfast, honest, hard working manner by Alan Albarron.

Thank you for your consideration,

Craig Crabill
Sturgis Mi.

October 1, 2023

Dear Sturgis City Commission,

I highly recommend Alan Albarran for the City Commission position. With a proven track record of community engagement and a deep understanding of local issues, he is well-equipped to contribute meaningfully to the progress of the city of Sturgis. With his involvement with the local St. Joseph County Republican party, he has volunteered time to become elected as our vice Chairman after serving as secretary for the group. His accuracy with recording the details of the parliamentary procedures has been impeccable. He is also proficient at the parliamentary procedure, Roberts Rules, for conducting meetings or committee oversight.

In his professional life, Alan has worked with lawyers in developing policies and procedures for the company that he works for, KLS Underground. He does deal with expenses and invoicing. While also managing his own entrepreneurial business at home, he has maintained an exceptional business and community minded relationship with his customers.

Alan brings a unique blend of professional experience and civic involvement, which includes marketing, developing items for purchase, expertise with CANVA programs and such for targeting specific audiences. He developed and managed a booth at our recent St Joseph County Fair, with lots of interaction with the community. He is in the formative stage of developing a club for young voters for the county and networking with the Southwest Michigan area. This demonstrates his commitment to the betterment of our community.

Moreover, Alan does possess exceptional communication skills, a collaborative spirit, and a keen ability to analyze complex problems. These attributes are crucial for effective policymaking and ensuring that the interests of all citizens are represented. His multi-ethnicity will bring a younger, future oriented perspective and face to the vision of Sturgis.

His passion for sustainable development for the new generation of citizens to work collaboratively makes him a standout candidate for the City Commission. I have no doubt that he will bring fresh perspectives and innovative solutions to the table.

Wishing you all the best on your decision for this position.

Sincerely,

Regina Chapman R.N. (regchapi73@gmail.com)



Boards and Commissions Application

Name: Rodger C. Moyer
(First) (Middle) (Last)

Address: 401 S. Nottawa St. Sturgis MT 49091 Email: Rmoyer9256@live.com
(Street) (City) (Zip)

Are you a city resident? Yes Home/Cell Phone: 269-625-4498

Occupation: Chaplain at Thurston Woods Work Phone: 269-651-7841

Employment: Thurston Woods Village CEO - Tim Stoll
(Name of Employer)

307 N. Franks Sturgis, MI 49091
(Street) (City) (Zip)

Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):

Pastor at Sturgis Evangelical Church for 21 yrs. Leading church forward, building
projects, growth, visitation, very people oriented.

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

Was approached by Aaron Miller about the possibility. Would just want to see
the city continue to improve & grow, a good place for work & families

Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? NO If yes, please explain.

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

CEO-TN Tim Stoll 307 Franks Ave 269-651-7841
(Name) (Address) (Phone)

CEO-TW Marcus Gauthier 307 Franks Ave 269-651-7841
(Name) (Address) (Phone)

Signature: [Signature] Date: 10-3-23

Choose any boards/commissions that you are interested in, numbering them in order of preference, 1 being the most preferred.

- ☐ Airport Advisory Board
- ☐ Board of Review
- ☐ Construction Board of Appeals
- ☐ DDA Board of Directors
- ☐ Doyle and Recreation Advisory Board
- ☐ EDC & BRA Board of Directors
- ☐ Elected Officials Compensation Commission
- ☐ Election Commission
- ☐ Employee's Retirement System
- ☐ Health Facilities & Hospital Finance Authority

- ☐ LDFA Board of Directors
- ☐ Parks and Cemetery Board
- ☒ Planning Commission Precinct #2 representative
- ☐ Sister City Committee
- ☐ Sturges-Young Center for the Arts Board
- ☐ Sturgis Building Authority
- ☐ Sturgis District Library Board
- ☐ Sturgis Housing Commission
- ☐ Zoning Board of Appeals

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

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

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 9B

AMENDMENT TO THE ORDINANCES OF THE CITY OF STURGIS ADDING A TAX
EXEMPTION FOR ST. JOSEPH STREET LOFTS AND FEE IN LIEU OF TAXES

An ordinance to amend Chapter 2, Article IV, Division 1 of the Ordinances of the City of Sturgis adding a tax exemption for St. Joseph Street Lofts and fee in lieu of taxes and to provide for an effective date of this Ordinance.

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

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

Part II – Chapter 2, Article IV, Division 1 is hereby amended to repeal Section 2-307 and Section 2-308 and add Section 2-30~~97~~ as follows, effective as of _____, November 14, 2023:

Section 2-307 – Repealed

Section 2-308 – Repealed

Section 2-30~~97~~. – Tax exemption for St. Joseph Street Lofts and fee in lieu of taxes.

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

The City of Sturgis acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a Housing Development identified as St. Joseph Street Lofts on certain property located at 303 St. Joseph Street, parcel identification number 052-040-101-00 in the City of Sturgis to serve Low Income Persons and Families, and that the Sponsor has offered to pay the City on account of this Housing Development an annual service charge for public services in lieu of all *ad valorem* property taxes.

- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Act means the State Housing Development Authority Act, being Public Act 346 of 1966, of the State of Michigan, as amended.

Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of the Housing Development representing rent or occupancy charges, less the cost of Utilities.

Authority means the Michigan State Housing Development Authority.

City means the City of Sturgis, a Michigan municipal corporation.

Housing Development means the St. Joseph Street Lofts; a development that contains a significant element of housing for individuals and/or families of low to moderate income and such elements of other housing, commercial, recreational, industrial, communal and educational facilities as the Authority has determined improves the quality of the development as it relates to housing for persons of low income.

LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

Low Income Persons and Families means persons and families eligible to move into the Housing Development constructed and maintained by the Sponsor.

Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a Housing Development, and secured by a mortgage on the Housing Development.

PILOT means “payment in lieu of tax” or a service charge in lieu of property taxes in accordance with the Act.

Sponsor means St. Joseph Street Lofts Limited Dividend Housing Authority L.P., a Michigan limited partnership, which has or intends to apply to the Authority for an allocation of Low Income Housing Tax Credits to finance a Housing Development, and any entity that receives or assumes a Mortgage Loan.

Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

- (c) *Class of Housing Projects.* It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be Housing Developments for Low Income Persons and Families that are

financed with a Mortgage Loan or subject to income and rent restrictions pursuant to the LIHTC Program. It is further determined that St. Joseph Street Lofts is of this class. Passage of this section shall not be deemed precedent for other similar PILOT ordinances.

- (d) *Establishment of annual service charge.* The Housing Development identified as St. Joseph Street Lofts and the property on which it will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction. The City of Sturgis acknowledges that the Sponsor and the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the Housing Development for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the Housing Development the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes subject to the requirements of subsections (g) and (h) hereto. Subject to receipt of a Mortgage Loan for the Housing Development, the annual service charge shall be equal to nine percent (9%) of the Annual Shelter Rents actually collected by the housing project but not less than \$18,000.00 during each operating year.
- (e) *Limitation on the payment of annual service charge.* Notwithstanding subsection (d), the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt but which is occupied by other than Low Income Persons or Families shall be equal to the full amount of the taxes which would be paid on that portion of the Housing Development if the Housing Development were not tax exempt.
- (f) *Contractual effect of section.* Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Sturgis and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this section.
- (g) *Verification of Annual Shelter Rent.* The Sponsor shall verify Annual Shelter Rent revenues to the City with a statement of profit and loss of the Housing Development as reported to the Authority by an independent certified public accountant or such other form of financial documentation deemed suitable by the City. The statement of profit and loss, or such other form of financial documentation acceptable to the City, together with a statement describing the methodology by which the Sponsor calculated the service charge, shall be submitted to the City Treasurer by April 30 each year.
- (h) *Duration.* This Ordinance shall remain in effect and shall not terminate so long as all of the following are true:
 - (1) The Housing Development remains subject to income and rent restrictions under the LIHTC Program, but not more than forty-five (45) years.

- (2) Construction of the Housing Development commences within eighteen (18) months from the award of a Low-Income Housing Tax Credit for the Housing Development from the Authority and is completed within twenty-four (24) months from commencement of construction unless extensions are approved by resolution of the Sturgis City Commission.
- (i) *Payment of service charge.* The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. An exception to this is that the annual payment for each operating year shall be paid on or before June 1st of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*), including applicable provisions of the Charter and Ordinances for the City of Sturgis, with respect to such payment, including, but not limited to the provisions providing for interest and penalties on late payments, return of delinquent taxes, and the sale of the lands for delinquent taxes.
- (j) *Termination.* The tax exemption extended hereunder may be terminated and the property restored to the tax rolls by resolution duly adopted by the City in any of the following events. Any default must be noticed in writing to the Sponsor and the Authority by certified mail (return receipt requested) or by nationally recognized overnight carrier (with receipt acknowledged in writing) to the address on file with the Department of Labor and Economic Growth or any successor department. Termination can only progress if there is failure by the Sponsor to cure the default within 30 days following delivery of written notice to the Sponsor. Determinations of the event and continuing existence of default and the sufficiency of actions taken to cure default shall be in the sole judgment of the City.
- (1) Failure of the Sponsor or the Housing Development to remain in compliance with the terms of this section or the Act.
- (2) Failure of the Sponsor to complete construction as provided in subsection (h)(3) hereof.
- (3) Failure of the sponsor to provide such reports and documentation as may be required by subsection (g) hereof.
- (k) *Severability.* The various subsections and provisions of this section shall be deemed to be severable, and should any subsection or provision of this section be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this section as a whole or any subsection or provision of this section, other than the subsection or provision so declared to be unconstitutional or invalid.
- (l) *Inconsistent ordinances or sections.* All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this section are repealed to the extent of such inconsistency or conflict.

- (m) *Effective date and automatic repeal.* This Ordinance section shall become effective twenty (20) days after its passage, as provided in the City of Sturgis Charter. In the event the sponsor does not receive an award of a Low-Income Housing Tax Credit for the Housing Development from the Authority on or before December 31, 2025, this section shall be automatically repealed without further action of the City.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A



REQUEST FOR PROPOSALS

Purchase & Renovation
of 306 North St.

GENERAL INFORMATION

The City of Sturgis, Michigan is seeking proposals from individuals for the purchase and renovation of 306 North St.

The City of Sturgis received ownership of 306 North St. by quit claim deed. The City of Sturgis acquired the home from St. Joseph County through tax foreclosure.

Proposals will be accepted until 4:00 p.m. on October 16, 2023 at Sturgis City Hall, 130 N. Nottawa St., Sturgis, MI 49091. Faxed or electronic submissions will not be accepted. Proposals shall include, at a minimum, the following:

- Sealed envelope clearly marked: "City Manager's Office
306 North St."
- Complete response to specifications included herein
- Project Information Form (Attachment A)
- Any other information that would assist in the selection of the best "Purchaser" for this project

Once received, submissions will not be returned. Formal communication, such as requests for tours of the house/property as well as clarification and/or information concerning this solicitation shall be submitted to Will Prichard, Community Development Director, City of Sturgis, via e-mail addressed to wprichard@sturgismi.gov, or via phone to (269) 659-7235.

The anticipated schedule for this Request for Proposals, selection of a Purchaser and contract approval is as follows:

Activities

RFP Available
Site Walk Through. Meet at 306 North Street.
Submittals Due by 4:00 p.m.
Review and award of proposals by Sturgis City Commission

Date

September 14, 2023
September 20, 2023 9:00am
October 16, 2023
October 23, 2023

The City reserves the right to modify this timetable at its sole discretion.

SELECTION PROCESS

City Staff will conduct a review process to establish responsiveness of each submittal. The proposals will be evaluated through consideration of several factors. Following a review of the submittals, staff will forward the submittals to the City Commission for review and selection. If the proposed terms of a project development agreement are acceptable to both parties, the City may enter into a

contract with the Purchaser.

The review of all documents submitted will be in accordance with the following criteria:

- Completeness of proposal and required information and support documents
- Amount of investment in the property, types of proposed improvements, and purchase bid amount
- Demonstration of financing or wherewithal to complete the project
- Experience with residential rehabilitation projects
- Other factors deemed relevant by those involved in the selection process
- The City reserves the right, in its absolute discretion, to reject any or all proposals, to waive irregularities, informalities and/or non-conformities in any submission, to select the Purchaser and proposal deemed to be in the best interest of the City, and to negotiate with the selected Purchaser.

PROPOSAL SUBMISSION

In a separate sealed envelope, the submitter shall complete the Project Information Form. The Scope of Required Improvements are items that the City of Sturgis will require as part of any proposal. Review the following attachments:

- Project Information Form (Attachment A)
- Scope of Required Improvements (Attachment B)
- City parcel map w/ address location

MINIMUM BID REQUIREMENTS

The minimum bid shall be no less than \$5,000.00. The City will reject any bid that does not meet the minimum bid requirement.

CONTRACT PROVISION REQUIREMENTS

The City and Purchaser shall enter into a Real Estate Development and Purchase Agreement ("Agreement") for the real estate that incorporates the terms of the RFP and Proposal and the following provisions:

Performance of Required Improvements:

All work as outlined in the scope of required improvements shall be completed within 1 year of executing the Agreement.

Insurance:

The Purchaser shall obtain and maintain during the execution of the Agreement an insurance policy for the dwelling and attached structures based on the value of the home and what it would cost to replace the home. The City must provide written approval and acceptance of an insurance policy submitted by the Purchaser.

Indemnification:

The Purchaser shall defend, indemnify and hold harmless the City of Sturgis, its officials, officers, employees, agents and representatives from all liability, claims, demands, judgments, costs and expenses resulting from personal injury or property damage, or both, arising, directly or indirectly, in whole or in part, from any negligent act, error or omission of the Purchaser, its agents, employees, subcontractors or suppliers. The obligation of the Purchaser to defend, indemnify and hold the City harmless shall continue after final payment, acceptance of the work and termination or expiration of the Agreement.

Permits:

The Purchaser shall be responsible for completing the Agreement in compliance with all local, State and Federal permit requirements and standards.

Contemporaneous with the closing of the Agreement, Purchaser shall execute and deliver to the City a Real Estate Mortgage pledging the real estate as collateral for the performance of the Purchaser's obligations and covenants contained in the Agreement. The City shall subordinate its rights under the Mortgage to an institutional lender providing construction financing for improvements to the real estate. In the event of a breach of the Agreement by Purchaser, the City's damages and right of recovery against the Purchaser shall be limited to 50% of the equity in the real estate plus costs of collection including actual attorney's fees. For purposes of the Agreement, "equity in the real estate" shall be defined as the fair market value of the real estate as determined by an appraisal performed by a licensed residential appraiser selected by the City and the amount paid by Purchaser in acquiring and developing the real estate as provided in the Agreement.

Attachment A

PROJECT INFORMATION FORM

Name of Bidder: JOSE LOPEZ
Address: 76728 BALK RD City: STURGIS State: MI Zip Code: 49091
Phone: 269-625-1878
Email: La.Esperanza.Mia@hotmail.com

Estimated Cash Investment in Rehabilitation: _____
Estimated In-kind Work for Rehabilitation: _____
Purchase Bid Amount: 8,000.00

Briefly describe your interest in the project and your reasons for submitting a proposal:

Fixet end Rent

Describe your experience renovating or rehabbing residential structures (feel free to attach photos, licenses or any other documentation that demonstrates your related experience):

After Closing 1 year

Describe your timeline for the project and whether you plan to reside in the home.

How will you finance or fund the scope of required improvements (please attach documentation of financing or funding, i.e., bank letter of credit or pre-qualification)?

CASH

I HAVE READ UNDERSTAND THE ENTIRETY OF THE PROPOSAL INCLUDING THE SCOPE OF REQUIRED IMPROVEMENTS (ATTACHMENT B) AND UNDERSTAND THE TERMS AND CONDITIONS, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS BY SIGNING BELOW.

Name (Printed) Jose Lopez

Signature

Date 10-4-2023

Attachment B

SCOPE OF REQUIRED IMPROVEMENTS

Buyer(s) shall repair and improve the property in accordance with all requirements of the City of Sturgis Building Code, Property Maintenance Code and all other laws and regulations established by any governmental authority.

All Plumbing, Electrical and Mechanical systems must be inspected by a licensed tradesperson or if required by the City of Sturgis trades inspectors and all identified deficiencies must be repaired and updated to meet code as mentioned above.

The project shall include a driveway surfaced with a minimum four-inch asphaltic or concrete surfacing as per City of Sturgis Zoning Ordinance Article IX 1.0902(G).

The project shall include an accessory storage shed of not less than eight feet by ten feet (8' x 10') in size.

The Buyer(s) and Contractor(s) are responsible for securing all necessary permits.

Prior to a Certificate of Occupancy being issued by the City of Sturgis, all noted violations must be corrected and a property maintenance final inspection must be completed.

LIST OF REQUIRED REPAIRS/IMPROVEMENTS TO BE COMPLETED BY BUYER:

1. All damaged floors must be repaired/removed and replaced with new floor coverings or hardwood floors properly resurfaced.
2. Repair and/or remove and replace front and rear porch deck surfaces and install new steps.
3. Any basement foundation issues must be corrected. Address and repair all exterior masonry (i.e. mortar cracks, etc.).
4. Remove existing roof materials. Properly install sheathing materials, roof framing and install new roofing materials.
5. Address and repair existing vinyl siding as needed.
6. Repair or replace interior stairs. Install new handrail(s) and guardrails.
7. Interior wall coverings must be properly repaired or replaced.
8. All peeling paint (interior and exterior) must be addressed. Properly seal (paint) interior walls and ceilings after all repairs are completed.
9. Install code approved smoke detectors.
10. All electrical, plumbing and HVAC must be properly repaired or replaced.
11. Repair and/or replace all windows and install screens.
12. Properly insulate to code standards and seal interior walls and ceilings after necessary repairs are completed.
13. Install new exterior doors to house.
14. Gutters must be properly installed.

15. Remove all noxious weeds and overgrowth from house and yard.
16. Additional repairs may be necessary after inspections have been completed.

City of Sturgis
REQUEST FOR PROPOSALS
*Purchase & Renovation
of 306 North St.*





REQUEST FOR PROPOSALS

Purchase & Renovation
of 602 Jean Ave.

GENERAL INFORMATION

The City of Sturgis, Michigan is seeking proposals from individuals for the purchase and renovation of 602 Jean Ave.

The City of Sturgis received ownership of 602 Jean Ave. by quit claim deed. The City of Sturgis acquired the home from St. Joseph County through tax foreclosure.

Proposals will be accepted until 4:00 p.m. on October 16, 2023 at Sturgis City Hall, 130 N. Nottawa St., Sturgis, MI 49091. Faxed or electronic submissions will not be accepted. Proposals shall include, at a minimum, the following:

- Sealed envelope clearly marked: "City Manager's Office
602 Jean Ave."
- Complete response to specifications included herein
- Project Information Form (Attachment A)
- Any other information that would assist in the selection of the best "Purchaser" for this project

Once received, submissions will not be returned. Formal communication, such as requests for tours of the house/property as well as clarification and/or information concerning this solicitation shall be submitted to Will Prichard, Community Development Director, City of Sturgis, via e-mail addressed to wprichard@sturgismi.gov, or via phone to (269) 659-7235.

The anticipated schedule for this Request for Proposals, selection of a Purchaser and contract approval is as follows:

Activities

RFP Available

Site Walk Through. Meet at 602 Jean Street.

Submittals Due by 4:00 p.m.

Review and award of proposals by Sturgis City Commission

Date

September 14, 2023

September 20, 2023 10:00am

October 16, 2023

October 23, 2023

The City reserves the right to modify this timetable at its sole discretion.

SELECTION PROCESS

City Staff will conduct a review process to establish responsiveness of each submittal. The proposals will be evaluated through consideration of several factors. Following a review of the submittals, staff will forward the submittals to the City Commission for review and selection. If the proposed

terms of a project development agreement are acceptable to both parties, the City may enter into a contract with the Purchaser.

The review of all documents submitted will be in accordance with the following criteria:

- Completeness of proposal and required information and support documents
- Amount of investment in the property, types of proposed improvements, and purchase bid amount
- Demonstration of financing or wherewithal to complete the project
- Experience with residential rehabilitation projects
- Other factors deemed relevant by those involved in the selection process
- The City reserves the right, in its absolute discretion, to reject any or all proposals, to waive irregularities, informalities and/or non-conformities in any submission, to select the Purchaser and proposal deemed to be in the best interest of the City, and to negotiate with the selected Purchaser.

PROPOSAL SUBMISSION

In a separate sealed envelope, the submitter shall complete the Project Information Form. The Scope of Required Improvements are items that the City of Sturgis will require as part of any proposal. Review the following attachments:

- Project Information Form (Attachment A)
- Scope of Required Improvements (Attachment B)
- City parcel map w/ address location

MINIMUM BID REQUIREMENTS

The minimum bid shall be no less than \$5,000.00. The City will reject any bid that does not meet the minimum bid requirement.

CONTRACT PROVISION REQUIREMENTS

The City and Purchaser shall enter into a Real Estate Development and Purchase Agreement ("Agreement") for the real estate that incorporates the terms of the RFP and Proposal and the following provisions:

Performance of Required Improvements:

All work as outlined in the scope of required improvements shall be completed within 1 year of executing the Agreement.

Insurance:

The Purchaser shall obtain and maintain during the execution of the Agreement an insurance policy for the dwelling and attached structures based on the value of the home and what it would cost to replace the home. The City must provide written approval and acceptance of an insurance policy submitted by the Purchaser.

Indemnification:

The Purchaser shall defend, indemnify and hold harmless the City of Sturgis, its officials, officers, employees, agents and representatives from all liability, claims, demands, judgments, costs and expenses resulting from personal injury or property damage, or both, arising, directly or indirectly, in whole or in part, from any negligent act, error or omission of the Purchaser, its agents, employees, subcontractors or suppliers. The obligation of the Purchaser to defend, indemnify and hold the City harmless shall continue after final payment, acceptance of the work and termination or expiration of the Agreement.

Permits:

The Purchaser shall be responsible for completing the Agreement in compliance with all local, State and Federal permit requirements and standards.

Contemporaneous with the closing of the Agreement, Purchaser shall execute and deliver to the City a Real Estate Mortgage pledging the real estate as collateral for the performance of the Purchaser's obligations and covenants contained in the Agreement. The City shall subordinate its rights under the Mortgage to an institutional lender providing construction financing for improvements to the real estate. In the event of a breach of the Agreement by Purchaser, the City's damages and right of recovery against the Purchaser shall be limited to 50% of the equity in the real estate plus costs of collection including actual attorney's fees. For purposes of the Agreement, "equity in the real estate" shall be defined as the fair market value of the real estate as determined by an appraisal performed by a licensed residential appraiser selected by the City and the amount paid by Purchaser in acquiring and developing the real estate as provided in the Agreement.

Attachment A

PROJECT INFORMATION FORM

Name of Bidder: JOSE LOPEZ
Address: 70728 BALK RD City: Sturgis State: MI Zip Code: 49091
Phone: 269-625-1878
Email: La-Esperanza.mia@Hot.mil.com

Estimated Cash Investment in Rehabilitation: _____

Estimated In-kind Work for Rehabilitation: _____

Purchase Bid Amount: 12,000.00

Briefly describe your interest in the project and your reasons for submitting a proposal:

Fixe and Rent

Describe your experience renovating or rehabbing residential structures (feel free to attach photos, licenses or any other documentation that demonstrates your related experience):

After Colosing 1 1/2 years

Describe your timeline for the project and whether you plan to reside in the home.

How will you finance or fund the scope of required improvements (please attach documentation of financing or funding, i.e., bank letter of credit or pre-qualification)?

CASH

I HAVE READ UNDERSTAND THE ENTIRETY OF THE PROPOSAL INCLUDING THE SCOPE OF REQUIRED IMPROVEMENTS (ATTACHMENT B) AND UNDERSTAND THE TERMS AND CONDITIONS, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS BY SIGNING BELOW.

Name (Printed) Jose Lopez

Signature Jose Lopez

Date 10-4-2023

Attachment B

SCOPE OF REQUIRED IMPROVEMENTS

Buyer(s) shall repair and improve the property in accordance with all requirements of the City of Sturgis Building Code, Property Maintenance Code and all other laws and regulations established by any governmental authority.

All Plumbing, Electrical and Mechanical systems must be inspected by a licensed tradesperson or if required by the City of Sturgis trades inspectors and all identified deficiencies must be repaired and updated to meet code as mentioned above.

The project shall include a driveway surfaced with a minimum four-inch asphaltic or concrete surfacing as per City of Sturgis Zoning Ordinance Article IX 1.0902(G).

The project shall include an accessory storage shed of not less than eight feet by ten feet (8' x 10') in size.

The Buyer(s) and Contractor(s) are responsible for securing all necessary permits.

Prior to a Certificate of Occupancy being issued by the City of Sturgis, all noted violations must be corrected and a property maintenance final inspection must be completed.

LIST OF REQUIRED REPAIRS/IMPROVEMENTS TO BE COMPLETED BY BUYER:

1. All damaged floors must be repaired/removed and replaced with new floor coverings or hardwood floors properly resurfaced.
2. Repair and/or remove and replace front and rear porch deck surfaces and install new steps.
3. Any basement foundation issues must be corrected. Address and repair all exterior masonry (i.e. mortar cracks, etc.).
4. Remove existing roof materials. Properly install sheathing materials, roof framing and install new roofing materials.
5. Address and repair existing vinyl siding as needed.
6. Repair or replace interior stairs. Install new handrail(s) and guardrails.
7. Interior wall coverings must be properly repaired or replaced.
8. All peeling paint (interior and exterior) must be addressed. Properly seal (paint) interior walls and ceilings after all repairs are completed.
9. Install code approved smoke detectors.
10. All electrical, plumbing and HVAC must be properly repaired or replaced.
11. Repair and/or replace all windows and install screens.
12. Properly insulate to code standards and seal interior walls and ceilings after necessary repairs are completed.
13. Install new exterior doors to house.
14. Gutters must be properly installed.
15. Remove all noxious weeds and overgrowth from house and yard.
- 16.

City of Sturgis
REQUEST FOR PROPOSALS
*Purchase & Renovation
of 602 Jean Ave.*



**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

Bid Tab - Painting of Railing and Spillway Walkway at Sturgis Dam			
Vendor	Address	Base Bid	Notes
Blastek	12857 Canal View Dr Wayland, MI 49348	\$ 179,508.00	Assumption that work can be completed in spring 2024
CertaPro Painters of Grand Haven	427 N. 6th St Grand Haven, MI 49417	\$ 68,526.00	
Fedewa, Inc	4312 E M79 Hastings, MI 49085	\$ 168,699.00	
Mid Michigan Painting	5042 Exchange Dr Flint, MI 48507	\$ 415,469.00	
Dave Cole Decorators, Inc.	325 Martindale St Sparta, MI 49345	\$ 169,000.00	
Do It All Painting, LLC	923 Alpine Commerce Park NW Suite C Grand Rapids, MI 49544	\$ 46,788.78	

October 13, 2023

Mr. Daniel Root
Facilities Manager
City of Sturgis
130 N. Nottawa
Sturgis, MI 49091

RE: *Lead and Cadmium Paint Sampling*
21435 Sturgis Dam Rd. Three Rivers, MI 49093
Building: Sturgis Dam

Dear Mr. Root:

Red Cedar Consulting has completed paint chip sampling at 21435 Sturgis Dam Rd. Three Rivers, Michigan (Subject Property). This inspection was completed at the request of the City of Sturgis to identify the presence of lead and/or cadmium based paint.

Darrell DeMasters of Red Cedar Consulting (Red Cedar) completed an inspection of the Subject Property on September 8, 2023 and October 2, 2023. Red Cedar staff identified three suspect lead and cadmium paint type/color and collected Paint Chip samples from the Building. The samples were submitted to an independent laboratory, APEX Research Inc. (APEX) for laboratory analysis and tested for lead and cadmium in paint. The laboratory analytical report prepared by APEX for the samples is included as Attachment A. A table summarizing the samples collected along with the color, location, and results are listed below.

Lead Paint

Sample ID	Color	Location	Results
SD-Pb-01	Dark Gray	Handrails	<0.01%
SD-Pb-02	Light Gray	Handrails	<0.02%
SD-Pb-03	Tan row	Gate Mechanisms	<0.01%

Cadmium

Sample ID	Color	Location	Results
SD-P1-A	Dark Gray	Handrails	<0.02%
SD-P2-A	Light Gray	Handrails	<0.01%
SD-P3-A	Tan/Brown	Gate Mechanisms	<0.02%

Note: Results expressed in percentage of Lead and Cadmium by dry weight.

Project No.: 18-1096
City of Sturgis
Parcel ID: Sturgis Dam

MIOSHA defines lead-based or cadmium-based paint as any paint sample with a detection above the reporting limit (.01% to .02% for the samples we collected). No samples collected by Red Cedar had Lead or Cadmium detected in them greater than the reporting limit. Based on the Paint Chip sampling completed, lead and cadmium are not present in quantities that are a concern.

Photographs representing the sample locations on the property are included as Attachment B.

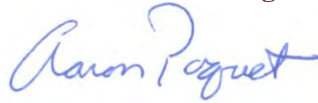
If additional suspect paint types are identified during renovation activities, additional sampling may need to be completed.

This report was prepared at the request and for exclusive use by the City of Sturgis and may not be reproduced or sold without written permission from Red Cedar Consulting.

We appreciate the opportunity to provide the requested services. Please contact us at (888) 449-4566 with any questions or concerns.

Sincerely,

Red Cedar Consulting



Aaron Paquet

Attachment A
APEX Research Laboratory Analytical Results

Attachment B
Site Photographs



PHOTO: 1
SUBJECT: Handrail

BY: D. DeMasters

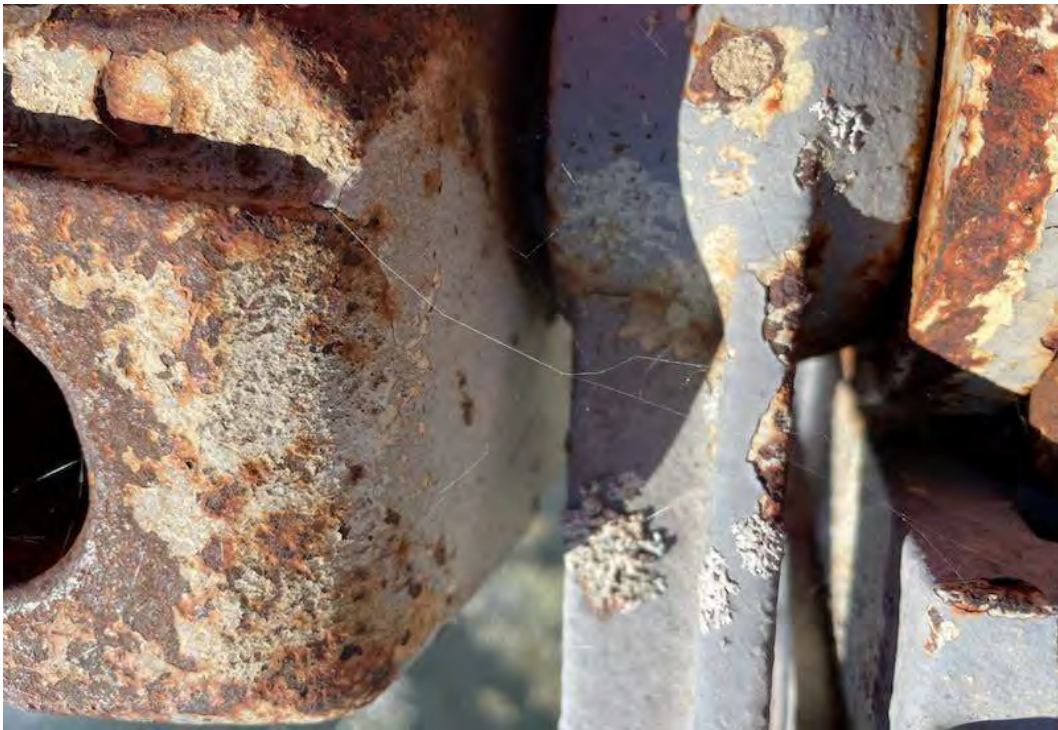


PHOTO: 2
SUBJECT: Handrail/Gate Mechanism

BY: D. DeMasters



PHOTO: 3
SUBJECT: Gate Mechanism

BY: D. DeMasters

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

THIS AGREEMENT, made and entered into as of the ____ day of October, 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 KENNETH D. RHODES, 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 KENNETH D. RHODES as Clerk/Treasurer of the City of Sturgis, to perform the functions and duties specified in said City Charter of Sturgis of the City Clerk and City Treasurer and as modified by the Job Description attached as Appendix A and within the City of Sturgis Ordinances and State of Michigan Statutes pertaining to this position; 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

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

Section 1. Duties

Employer hereby agrees to employ said KENNETH D. RHODES as City Clerk/Treasurer of the City of Sturgis, to perform the functions and duties specified in said City Charter of Sturgis of the City Clerk and City Treasurer and as modified by the Job Description attached as Appendix A. Other functions and duties of the position may be specified in City of Sturgis ordinances and Michigan Statutes pertaining thereto, and the Clerk/Treasurer may also be assigned to perform other legally permissible and proper duties and functions as the Commission or their designee shall from time to time assign.

Section 2. Term

This Agreement shall extend from the effective date defined in Section 5C until January 2, 2027.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Commission to terminate the services of Employee at any time.

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 provisions of the Employee Handbook of the City of Sturgis as amended from time to time.

C. Anything contained herein notwithstanding, Employee acknowledges and agrees that his employment as City Clerk/Treasurer is at the discretion of the Commission, and that future employment is subject to annual review and continued appointments by the Commission.

Section 3. Wages, Benefits, and Work Rules

A. All provisions of the City of Sturgis Charter and City of Sturgis Ordinances pertaining thereto, and regulations and rules of the Employer relating to employee benefits, including but not limited to vacation and sick leave, retirement and pension, health, vision, and dental insurance, 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.

B. 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.

C. The Employee's starting wage under this contract shall be \$84,097.50 annually; his existing wage at the time the contract was implemented. The Employee's wage shall be reviewed annually with general wage adjustments applied to all other non-Union employees automatically received at the same time and in the same manner as those non-Union employees receive them for non-performance-based increases or decreases. Any other adjustment to wage shall be recommended by the City Manager to the City Commission for their approval. Such recommendations will be made within the scope of wage structures and policies that apply to other non-Union employees of the City of Sturgis.

D. For the purposes of benefit calculations, seniority, and any other applicable provisions related to wages, benefits, and work rules enumerated in the City of Sturgis Charter, City of Sturgis Ordinances, and regulations and rules of the Employer, the Employee shall be credited for his prior service to the City of Sturgis from: January 2, 2002

Section 4. Supervision, Performance Evaluation, and Disciplinary Action

A. Supervision of the Employee as it pertains to implementation of work rules and regular disciplinary action up to suspension without pay is to be delegated to the City Manager or their designee. With reports to the Commission on any action taken.

B. The City Manager or their designee shall complete a performance evaluation of the Employee on an annual basis in the month of January, unless a change is mutually agreed upon by the Commission and Employee. The ,the results of which the evaluation shall be presented to the City Commission along with any disciplinary or corrective actions taken by the City Manager or Commissiontheir designee.-

C. Disciplinary actions including employee suspension without pay, last chance agreements, or termination (or disciplinary actions of similar severity or impact) shall be recommended to the City Commission by the City Manager or their designee. These disciplinary actions must be approved by the City Commission.

Section 5. Years of Service Credit and Purchase of Service Years.

In the event of the termination of Employee pursuant to the provisions of this Agreement without cause after October ___, 2023, Employer agrees to execute all necessary agreements provided by the City of Sturgis Employees Retirement System so that Employee's "credited service" under the Employees Retirement System will be deemed to continue until January 2, 2027 contingent upon Employee, on or before 180 days following resignation, paying the employee's contribution and reimbursing Employer the amount of the Employer's contribution, based upon his prorated salary, allocated to him by the actuaries of the Employees Retirement System from the date of resignation until January 2, 2027. Employee's "credited service" under the Employees Retirement System will be deemed to continue until January 2, 2027, and Employer shall pay the Employer's and the Employee's contribution, based upon allocations determined by the actuaries of the Employees Retirement System from the date of termination until January 2, 2027.

Section 6. Retiree Health Insurance

In the event of the termination of Employee pursuant to the provisions of this Agreement without cause after October ___, 2023 and the Employee purchasing credited service time under Section 5. of this Agreement so as to reach a date of eligible retirement, the employee shall be entitled to access the retiree health insurance benefit he would otherwise be eligible for under regulations and rules of the Employer if he retired meeting the age and service criteria required to immediately receive a normal defined benefit under the City's retirement system ordinance. Access to retiree health insurance would begin not before January 2, 2027.

Section 7. 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 ~~City Manager~~Clerk/Treasurer. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 8. Bonding

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

Section 9. 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

KENNETH D. RHODES
21686 Spring St.
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 10. 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 ~~November~~ October ____, 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, Jeffrey Mullins, and duly attested by a Notary not party to this agreement, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Jeffery Mullins, Mayor

KENNETH D. RHODES, Employee

ATTEST:

APPROVED AS TO FORM:

T.J. Reed, City Attorney