



**AGENDA**  
**CITY COMMISSION MEETING**  
**WEDNESDAY, JULY 24, 2024**  
**CITY HALL | 130 N. NOTTAWA ST.**  
**WIESLOCH RAUM**

**WORK SESSION 5:00 P.M.**

1. Final Budget Review

**REGULAR MEETING 6:00 P.M.**

2. CALL TO ORDER BY MAYOR
3. PLEDGE OF ALLEGIANCE
4. INVOCATION
5. ROLL CALL
6. PROCLAMATIONS / PRESENTATIONS
7. VISITORS – (Public comments for items not listed as agenda items)
8. APPROVAL OF AGENDA
9. APPROVAL OF CONSENT AGENDA
  - A. Action of Minutes of Previous Meetings
    - **APPROVE the minutes from the July 10, 2024 regular meeting as presented.**
  - B. Pay Bills
    - **AUTHORIZE the payment of the City bills in the amount of \$1,809,110.17 as presented.**
  - C. 2024 Homegrown Music Festival
    - **APPROVE the requests for the 2024 Homegrown Music Festival on August 10, 2024 as presented.**
10. UNFINISHED BUSINESS - None
11. NEW BUSINESS
  - A. Set Public Hearing for Budget – Holly Keyser
  - B. National Kroger Opioid Settlement Opt-in – Andrew Kuk
  - C. Professional Services Proposal – E. Hatch & WWTP Loop Design – Barry Cox
  - D. Sturges-Young Mission Statement – Jamie Eymer
  - E. Stapleton Streets Purchase Agreement and Internal Loan – Holly Keyser
  - F. DDA Budget Amendment – Holly Keyser
  - G. City Manager Addendum – Andrew Kuk
  - H. MML Annual Meeting Delegate Appointment – Andrew Kuk
12. COMMISSIONER / STAFF COMMENTS
13. ADJOURN

# Manager's Report

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JULY 24, 2024



CITY OF  
**Sturgis**  
MICHIGAN

Submitted by:

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

Andrew Kuk  
City Manager

## **Work Session**

### **1. Final Budget Review**

**Staff: Andrew Kuk**

Staff will be presenting final budget changes to the Commission since the work session on July 17<sup>th</sup>. Copies of these final changes to the budget and Motor Vehicle Fund will be provided prior to the work session on Wednesday.

## 8. Consent Agenda

### Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for July 24, 2024 as presented.

### Staff Recommendation:

**APPROVE**

#### **8A. Action of Minutes of Previous Meetings**

##### Consent Agenda Motion:

*APPROVE the minutes from the July 10, 2024 regular meeting as presented.*

#### **8B. Pay Bills**

##### Consent Agenda Motion:

*AUTHORIZE the payment of the City bills in the amount of \$1,809,110.17 as presented.*

#### **8C. 2024 Homegrown Music Festival**

Eric Wynes, organizer of the Homegrown Music and Arts Festival, is again requesting use of Oaklawn Park for the event.

The Festival is scheduled for Saturday, August 10, 2024 and is being sponsored by the Kiwanis Club of Sturgis. The group is requesting the following:

- Use of the park from noon until close of the park (est. 10:00 p.m.) on the 10<sup>th</sup>; also included would be setup on August 9<sup>th</sup> (p.m.) and clean up on August 11<sup>th</sup>.
- Use of electric hookup at the park.
- Closure of Magnolia Street between South Nottawa and South Clay for pedestrians at the festival (City staff recommends closure from 11:30 a.m. through 11:00 p.m.; 1/2 hour prior to and following the event).

- Use of City barricades for street closure.
- Use of City fencing to set up alcohol sales area.
- Police assistance /presence as the City sees fit (no extraordinary arrangements).
- Authorization to sell concessions / food during the event by United Way (approval conditional on necessary approvals of the Health Department).
- Authorization to sell alcohol in the park during the event (approval conditional on the Kiwanis Club obtaining the necessary liquor license from the State of Michigan).

Event representatives are responsible to set up and take down the requested barricades as needed. City staff will deliver the barricades the Friday before during regular business hours.

Two homes have a drive entrance off of Magnolia in the area the street closure is being requested. As in past years, if the request is approved the festival organizers will be required to contact these homeowners. The owners will still be able to access their drives during the closure.

The event, by nature of being free and open to the public, can have the use of City facilities (park pavilions and the amphitheater) waived. They are also requesting that fees for the use of equipment (barricades, fencing, and poles) be donated for the event; a condition of the donation would be recognition by the event of the City as an event sponsor.

*Consent Agenda Motion:*

*APPROVE the requests for the 2024 Homegrown Music Festival on August 10, 2024 as presented.*

## **10. New Business**

### **A. Set Public Hearing for Budget**

**Staff: Andrew Kuk**

As part of the budget adoption process, the Budget Hearings of Local Governments Act requires that the City Commission hold a public hearing before final adoption of its annual operating budget. The City Charter requires that the Commission adopt a budget on or before August 20<sup>th</sup>.

To accommodate these requirements, City staff is recommending that a public hearing for the budget be set for Wednesday, August 14, 2024 as part of the regular City Commission meeting that evening.

As previously discussed, staff and the Commission will hold a final budget work session prior to the Commission Meeting on July 24<sup>th</sup> at 5:00 pm to discuss final budget adjustments ahead of the August 14<sup>th</sup> meeting.

#### **Proposed Motion:**

**Move that the Sturgis City Commission SET/NOT SET a public hearing for consideration of the City's Fiscal Year 2024-2025 budget during the Regular City Commission meeting at 6:00 p.m. on August 14, 2024.**

#### **Staff Recommendation:**

**SET**

## **10. New Business**

### **B. National Kroger Opioid Settlement Opt-In**

**Staff: Andrew Kuk**

Included in your packet is a notice regarding the City's interest in participating in a settlement agreement against Kroger over their role in the opioid epidemic.

Similar to the participation in agreements the Commission approved in the past, the State of Michigan has chosen to participate in a settlement with Kroger, which allows the City to choose to also participate.

Generally the more political subdivisions (like the City) that choose to participate, the greater the settlement amounts which are likely to be allocated to Michigan and its participating subdivisions.

Funds would initially be allocated to each State, with each State further distributing funds to participating subdivisions. The estimate from the Michigan Attorney General shows that based on the agreement with Kroger, the City would receive approximately \$12,160.23 over 11 years from the settlement if we choose to opt in. To participate, the City would need to opt into the settlements no later than August 12, 2024. Staff is recommending the City participate in the settlement.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY participation in the Kroger Settlement Agreement as presented and AUTHORIZE City Manager Andrew Kuk to sign all necessary documents.**

#### **Staff Recommendation:**

**APPROVE**

#### **Information Included in Packet:**

1. Kroger Co. Settlement Notice

## **10. New Business**

### **C. Professional Services Proposal – E. Hatch & WWTP Loop Design**

**Staff: Barry Cox**

City staff is looking to get project design for future utility and street improvements completed earlier than previous years. E. Hatch Street water main replacement and a water main loop to the front of the City's wastewater treatment plant (WWTP) are two projects which are part of the amended DWSRF Project Plan. These two projects have not been designed. Whether the City receives DWSRF funding or elects to obtain a loan to finance the projects, the design needs to be completed.

Included in your packet is a Professional Services Proposal from Fishbeck to complete the design phase of both projects. The cost for the design scope is \$115,100.00. If approved, the work on the design would not begin until October 1, 2024. The cost of the project design was included in the FY 2024-2025 proposed budget. The project will upgrade water main and replace lead service lines on E. Hatch and it will provide an important reliability loop to serve the WWTP. Project construction would be planned for FY 2025-2026. The design proposal costs would be split between water and street funds.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Proposal for Professional Services with Fishbeck, Inc. in the amount of one hundred fifteen thousand, one hundred dollars (\$115,100.00) for final design of water main and street improvements and AUTHORIZE the City Manager to sign the contract on behalf of the City.**

#### **Staff Recommendation:**

**APPROVE and AUTHORIZE**

#### **Included in your packet:**

1. Fishbeck Design Proposal



## 10. New Business

### D. Sturges-Young Mission Statement

**Staff: Jamie Eymmer**

The Sturges-Young Center for the Arts is requesting to amend their current bylaws to re-word its mission statement. The proposed change is being sought to better encompass all what SYCA has to offer and be more in line with the upgraded branding after the 2024 Board Retreat that took place on June 5<sup>th</sup>, 2024.

The current mission statement is: “The mission of the Sturges-Young Center for the Arts is to bring people together in a spirit of community and fun through arts and entertainment.”

The proposed mission statement: “Sturges-Young Center for the Arts is a community pillar, fostering arts and entertainment. It offers an intimate theater experience and serves as an event center available to the public. SYCA brings people together with diverse programs, performances, and events that celebrate creativity and cultural connection.”

The inspiration for the proposed revision was to express a clear focus to “why” Sturges-Young Center for the Arts is here for the community; to gather people and enrich lives. It incorporates the key elements of services provided, while embracing the idea that many of the experiences people have in the venue are entertaining and fun in their nature.

A draft copy of the amended bylaws is included in your packet. The Sturges-Young Advisory board voted to approve the mission statement revision at their July 18<sup>th</sup>, 2024 board meeting.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the request to update the Sturges-Young Center for the Arts mission statement as written in the by-laws to the proposed updated statement.**

**Staff Recommendation:**

**APPROVE**

**Included in your packet:**

1. Amended SYCA Bylaws

## **10. New Business**

### **E. Stapleton Streets Purchase Agreement and Internal Loan**

**Staff: Holly Keyser**

As part of the Heartland RV project and funded partially through a Category A grant from the State of Michigan, the City of Sturgis constructed road improvements to Haines Boulevard and Peterson Circle. With Stapleton Industrial Park, including the Heartland Project area, under the Local Development Finance Authority (LDFA) tax capture, it makes sense that these road improvements be paid for by the LDFA.

As the City contracted for design and construction of the road, to bring the expense under the LDFA it is recommended that the City sell the road improvements to the LDFA for the cost of design and construction. This would be paid for by the LDFA to the Local Street Fund with an internal loan from the Electric fund. The LDFA would then repay the loan with tax capture dollars over time. As per the LDFA Operating Agreement approved by the City Commission, this asset would be returned to the City after all financing for the project has been paid, transferring the road improvements to the City as contributed capital at no cost.

Included in your packet is a proposed loan amortization schedule and resolution approving the loan. The proposed term of the loan is 7 years, and per City policy for internal loans, the interest rate will be tied to the Michigan Statutory Interest Rate, currently at 5.392%. This will result in a total annual payment of \$21,821.40 split into monthly payments. The LDFA currently has sufficient available net assets (fund balance) and is projected to collect approximately \$134,000 this year in tax increment capture and payments from the State's Local Community Stabilization Authority. The tax capture amount is expected to increase in future years as investment from the Heartland project and others within the LDFA district are added to taxable value.

The total amount proposed to be paid is based on the final and projected costs of the road improvement project. This amount is \$126,996.22 and includes:

Design engineering (Fleis & VandenBrink Engineering)	\$25,000.00
Construction engineering (Fleis & VandenBrink Engineering)	\$38,107.66
Construction (Thompson Construction Company LLC)	\$274,792.08
Material testing (Driesenga & Associates)	\$3,435.00
LESS Category A Grant	<u>(\$214,337.82)</u>
<b>TOTAL</b>	<b>\$126,996.92</b>

The LDFA approved purchase of the road improvements and acceptance of the loan as presented at a special meeting held on July 7<sup>th</sup>.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the sale of the Stapleton Road Improvement asset from the City of Sturgis to the Sturgis Local Development Finance Authority in the amount of one hundred and twenty-six thousand, nine hundred and ninety-six dollars and twenty-two cents (\$126,996.22) as presented and AUTHORIZE the City Manager to sign all necessary documents.**

**Proposed Motion:**

**Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution Authorizing the Internal Loaning of Funds from the Electric Fund to the Local Development Financing Authority as presented.**

**Staff Recommendation:**

**APPROVE and ADOPT**

**Information Included in Packet:**

1. LDFA Loan Amortization Schedule
2. LDFA Loan Resolution

## **10. New Business**

### **F. DDA Budget Amendment**

**Staff: Holly Keyser**

Included in the packet is a memo for a proposed budget amendment approved by the Sturgis Downtown Development Authority Board at the July 10<sup>th</sup> meeting.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE the Budget Amendment as presented.**

**Information Included in Packet:**

1. DDA Budget Amendment Memo

## **10. New Business**

### **G. City Manager Addendum**

#### **Mayor Perez**

Included in your packet is a proposed second addendum to the City Manager Employment Agreement as previously discussed. The Addendum amends the salary of the City Manager and makes a minor adjustment to language in the contract.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Second Addendum to the City Manager Employment Agreement as presented**

#### **Information Included in Packet:**

1. Second Addendum to the City Manager Employment Agreement

## **10. New Business**

### **H. MML Annual Meeting Delegate Appointment**

**Staff: Andrew Kuk**

As part of the Michigan Municipal League (MML) Convention held September 11-13<sup>th</sup>, the League holds their annual meeting where the election of trustees will occur as well as a vote on the Core Legislative Principles of the MML and any resolutions provided.

Members of the League, including Sturgis, are requested to designate one official and one alternate who will be in attendance at the Convention as the official representative to cast the vote of the municipality at the annual meeting. The deadline to submit designees is August 11, 2024.

Commissioners attending the Convention this year include Mayor Perez and Commissioners Hile and Nieves. Staff attending include myself and Holly Keyser.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE the designation of \_\_\_\_\_ as the official representative and \_\_\_\_\_ as the alternate to cast the vote for the City of Sturgis at the Michigan Municipal League Annual Meeting on September 11, 2024.**

#### **Information Included in Packet:**

1. MML Annual Meeting Notice

## Noteworthy Meetings / Events

- DDA Meeting | July 10<sup>th</sup>
- Lucas Disbro Funeral | July 10<sup>th</sup>
- DDA Organizational Meeting | July 16<sup>th</sup>
- SYCA Monthly Meeting | July 17<sup>th</sup>
- Commission Budget Work Session | July 17<sup>th</sup>
- St. Joseph County Brownfield Redevelopment Authority Meeting | July 18<sup>th</sup>

## Upcoming Events

- Out of Office | July 19<sup>th</sup>- 22<sup>nd</sup>
- City Commission Budget Work Session | 5:00 pm | July 24<sup>th</sup>
- Zoning Work Session | 5:30 pm | Wiesloch Raum | July 25<sup>th</sup>
- Movies on North | North St. | 7pm | July 26<sup>th</sup>
- Cottin's Hardware Lumber & Rental Ribbon Cutting | 26456 US-12 | 11am | July 27<sup>th</sup>
- Library on the Lawn | Oaklawn Park | 6pm-7:30pm | August 2<sup>nd</sup>
- Summer Flicks & Eats | Downtown | 5:30pm-9pm | August 9<sup>th</sup>



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8A**



**REGULAR MEETING - STURGIS CITY COMMISSION**  
**WEDNESDAY, JULY 10, 2024**  
**WIESLOCH RAUM – CITY HALL**

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

The Pledge of Allegiance was said by all present.

The Invocation was given by Vice-Mayor Miller.

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

Also present: City Attorney, City Manager, City Controller, Deputy Electric Department Superintendent, Director of Public Services, City Clerk

Mayor Perez presented the following proclamation to Eric Eishen:

**WHEREAS**, Eric L. Eishen is a life-long resident of the Sturgis area and graduate of Sturgis High School, going on to graduate from Michigan State University, the Graduate School of Banking at the UW-Madison, and the University of Notre Dame with a Master of Business Administration (Magna Cum Laude); and

**WHEREAS**, Mr. Eishen came back to the community and began full-time employment at Sturgis Bank in 1987, rising through the ranks to become Vice President of Administration, First Vice President and Chief Administrative Officer, Executive Vice President and Chief Operating Officer, and finally becoming President and CEO of Sturgis Bancorp, Inc., in 2003; and

**WHEREAS**, Mr. Eishen has been a director of the company or bank since 1999 and after many years of dedicated service, retired from Sturgis Bancorp, Inc., and Sturgis Bank and Trust Company on January 12, 2024; and

**WHEREAS**, Under his leadership, Sturgis Bank has been an exemplary corporate citizen, continuously supporting community activities and investing in projects that aided the development and improvement of the Sturgis area; and

**WHEREAS**, Mr. Eishen has served as a board member and officer of many area organizations including the Sturgis Area Community Foundation Board of Trustees and Finance Committee, Sturgis Downtown Development Authority, Sturgis Improvement Association, Sturgis Economic Development Corporation, St. Joseph County EDGE, Sturgis Brownfield Redevelopment Authority, MiBankPAC, Michigan State Chamber of Commerce, and Tillers International; and

**WHEREAS**, Mr. Eishen has also been a member of the Advisory Committee for the St. Joseph County Career Technical Education, the Sturgis Shrine Club, BPOE, St. Joseph County Conservation and Sportsman Club, Sons of Union Veterans of the Civil War, and Kiwanis Noon Club of Sturgis; and

**WHEREAS**, Mr. Eishen was honored as "2014 Banker of the Year" by the Michigan Bankers Association and Sturgis Citizen of the Year by the Sturgis Area Chamber of Commerce in 2018; and

**WHEREAS**, Mr. Eishen has always cared for the good of Sturgis and its people in his heart and soul and has acted accordingly.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission of the City of Sturgis would like to thank Eric Eishen for his unwavering commitment to the City of Sturgis and greater Sturgis community and wish him well in his future endeavors.

The City Commission expressed their sincere gratitude for all Mr. Eishen has done for Sturgis.

Kevin Kane provided his qualifications for St. Joseph County Probate Judge.

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

**Voting yea: Six**

**Absent: Bir, Harrington**

**Voting nay: None**

**MOTION CARRIED**

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of July 10, 2024 as presented.

**8A. Action of Minutes of Previous Meetings**

APPROVE the minutes from the June 26, 2024 regular meeting as presented.

**B. Pay Bills**

AUTHORIZE the payment of the City bills in the amount of \$1,320,895.65 as presented.

**C. Walking Along Suicide Prevention 5K Walk**

APPROVE the request for the Walking Along Suicide Prevention 5K Walk on September 7, 2024 as presented.

**D. MML Workers' Compensation Board of Trustee's Election**

APPROVE submittal of ballot for the Michigan Municipal League Worker's Compensation Board of Trustees as presented and AUTHORIZE the City Manager to sign all necessary documents.

**E. AirVenture Fuel Discount**

APPROVE the airport fuel discount for July 14th to July 31st as presented.

**Voting yea: Six**

**Absent: Bir, Harrington**

**Voting nay: None**

**MOTION CARRIED**

Deputy Electric Department Superintendent Tyler Stark provided information on the bids received for equipment for the Stateline Substation. Discussion followed.

Moved by Comm. Mullins and seconded by Comm. Miller to approve the purchases of breakers, switches, and potential transformers from CSI Utility Sales, HEK Inc., KW Associates, and ELUS as presented.

**Voting yea: Six**

**Absent: Bir, Harrington**

**Voting nay: None**

**MOTION CARRIED**

DPS Director Tom Sikorski provided information on the condition and necessary repairs to the Michigan Avenue Pump Station. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the design phase for Michigan Avenue Pump Station Replacement project fees in the amount of one hundred ten thousand-seven hundred dollars (\$110,700.00) and authorize the City Manager to sign all necessary documents as presented.

**Voting yea: Six**

**Absent: Bir, Harrington**

**Voting nay: None**

**MOTION CARRIED**

City Clerk/Treasurer Kenneth Rhodes explained that there are currently three vacancies on the Cemetery Board and that there are two members of the Doyle Board that have expressed a willingness to serve. The remaining vacancy would be advertised. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to appoint John Mikulenas and Jeff Mullins to the Cemetery Board.

**Voting yea: Six**

**Absent: Bir, Harrington**

**Voting nay: None**

**MOTION CARRIED**

Moved by Comm. Miller and seconded by Comm. Mullins to go into Closed Session to conduct a periodic personnel evaluation at the request of the employee.

**Voting yea: Mullins, Nieves, Smith, Hile, Miller, Perez**

**Voting nay: None**

**Absent: Bir, Harrington**

**MOTION CARRIED**

**Meeting recessed at 6:43 p.m.**

**Meeting reconvened at 8:15 p.m.**

The meeting was adjourned at 8:15 p.m.

***Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer***

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8B**



## Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 7/24/2024 Month: 10

Date	Check#	Vendor	VendorName	Amount
07/11/2024	249476M	00296	JAYANT OGALE	9,452.82
07/05/2024	PR0640M	00061	CITY OF STURGIS PAYROLL	372,345.20
07/01/2024	T16857M	06138	MUTUAL OF OMAHA INSURANCE CO	5,406.44
07/01/2024	T16858M	06290	MEDPRO WASTE DISPOSAL LLC	27.56
07/01/2024	T16859M	00449	CENTURY BANK & TRUST	6,221.68
07/12/2024	T16860M	00512	CAMOCO FUEL SYSTEM	16,097.82
07/08/2024	T16861M	05875	ALERUS FINANCIAL/MERS-STIPEND	2,700.00
07/19/2024	T16862M	04389	FRONTIER COMMUNICATIONS A	258.03
07/10/2024	T16863M	04421	AT&T MOBILITY	1,063.91
07/10/2024	T16864M	06030	VERIZON CONNECT NWF INC	75.53
07/25/2024	T16865M	04389	FRONTIER COMMUNICATIONS A	396.64
07/10/2024	T16866M	05903	WEST SIDE BEER DISTRIBUTING	205.95
07/23/2024	T16867M	03770	MICHIGAN GAS UTILITIES	56.36
07/23/2024	T16868M	03770	MICHIGAN GAS UTILITIES	112.85
07/22/2024	T16869M	03770	MICHIGAN GAS UTILITIES	54.18
07/22/2024	T16870M	03770	MICHIGAN GAS UTILITIES	42.97
07/25/2024	T16871M	03770	MICHIGAN GAS UTILITIES	15.84
07/22/2024	T16872M	04389	FRONTIER COMMUNICATIONS A	57.21
07/29/2024	T16873M	03770	MICHIGAN GAS UTILITIES	42.40
07/29/2024	T16874M	03770	MICHIGAN GAS UTILITIES	68.62
07/29/2024	T16875M	03770	MICHIGAN GAS UTILITIES	85.00
06/28/2024	T16876M	04088	BLUE CROSS BLUE SHIELD OF MI	62,037.64
06/24/2024	T16877M	04197	MI PUBLIC POWER AGENCY	155,482.04
07/05/2024	T16878M	04088	BLUE CROSS BLUE SHIELD OF MI	770.52
07/01/2024	T16879M	04197	MI PUBLIC POWER AGENCY	204,844.46
07/08/2024	T16880M	04197	MI PUBLIC POWER AGENCY	215,965.87
07/08/2024	T16881M	04197	MI PUBLIC POWER AGENCY	243,276.21
07/12/2024	T16882M	00449	CENTURY BANK & TRUST	3,402.13
07/11/2024	T16883M	03245	IMPERIAL BEVERAGE	208.30
07/11/2024	T16884M	01127	STATE OF MICHIGAN	305.08
07/15/2024	T16885M	01161	INTERNAL REVENUE SERVICE	1,089.97
07/15/2024	T16886M	05875	ALERUS FINANCIAL/MERS-STIPEND	2,700.00
07/09/2024	T16887M	00181	GORDON FOOD SERVICE	698.55
07/31/2024	T16888M	04389	FRONTIER COMMUNICATIONS A	121.72
07/05/2024	T16889M	00062	CITY OF STURGIS-EMPLOYEE INS	71,762.81



## Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 7/24/2024 Month: 10

07/05/2024	T16890M	00063	CITY OF STURGIS TAX TRANSFER	21,303.47
07/05/2024	T16891M	00064	INTL CITY MGMT ASSOC RETR CORP	10,295.43
07/05/2024	T16892M	00065	DOYLE MEMBERSHIP TRANSFER	3,187.30
07/05/2024	T16893M	03229	CITY OF STURGIS-WORKERS COMP	3,160.16
07/05/2024	T16894M	05123	COMERICA BANK-INST TRUST SERV	32,410.41
07/05/2024	T16895M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,293.20
07/05/2024	T16896M	06190	HEALTH EQUITY/HSA PR TRANSFER	600.00
Manual Total				1,451,702.28
07/24/2024	249477	00110	A & K PRINTING & POOLS	557.50
07/24/2024	249478	03382	AGILE SAFETY LLC	2,786.96
07/24/2024	249479	06156	AGILE TICKETING SOLUTIONS LLC	254.61
07/24/2024	249480	00332	ALEXANDER CHEMICAL CORP	2,385.63
07/24/2024	249481	00002	ALL-PHASE ELECTRIC SUPPLY	3,747.94
07/24/2024	249482	05986	ALPHA BUILDING CENTER-NOTTAWA	947.71
07/24/2024	249483	06119	AMAZON.COM SALES INC	2,141.30
07/24/2024	249484	06318	AMBULANCE BILLING NETWORK LLC	214.30
07/24/2024	249485	01812	AMERICAN ELECTRIC POWER	266.56
07/24/2024	249486	04696	APX INC - 9551	116.61
07/24/2024	249487	00624	AQUA BLAST CARWASH SYSTEMS INC	224.00
07/24/2024	249488	02292	ASPLUNDH TREE EXPERT CO	14,013.69
07/24/2024	249489	05192	AVENTRIC TECHNOLOGIES LLC	2,155.00
07/24/2024	249490	00296	AVERY N WHEELER	36.66
07/24/2024	249491	00130	BANDHOLTZ PAINT MFG CO	148.50
07/24/2024	249492	04776	BARONE HARDWARE & AUTO	49.99
07/24/2024	249493	06117	BENITA ANN LEWIS	60.00
07/24/2024	249494	00132	BOFA INC	594.00
07/24/2024	249495	00006	BOLAND TIRE INC	2,519.08
07/24/2024	249496	03327	BOUND TREE MEDICAL LLC	480.62
07/24/2024	249497	06517	CARELINC MEDICAL EQUIP &SUPPLY	30.00
07/24/2024	249498	00364	CAROL DUSTIN	340.00
07/24/2024	249499	00296	CELIA MUNOZ GARCIA	23.08
07/24/2024	249500	01323	CITY OF COLDWATER	540.00
07/24/2024	249501	06549	CODY J PENNY	112.00
07/24/2024	249502	06000	INDIANA EMERGENCY SERVICE PROD	1,252.00
07/24/2024	249503	05108	CORRIGAN OIL CO	2,873.07
07/24/2024	249504	06325	COTTIN'S HARDWARE	297.05
07/24/2024	249505	06158	CULLIGAN WATER OF STURGIS	270.00

## Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 7/24/2024 Month: 10

07/24/2024	249506	05694	CUMMINS INC	1,656.26
07/24/2024	249507	05402	CUSTOM BRICK SOLUTIONS LLC	2,143.49
07/24/2024	249508	06264	CUTTER'S EDGE LAWN CARE LLC	1,965.00
07/24/2024	249509	04998	D & D FENCING	11,355.00
07/24/2024	249510	05909	TONY D'HAESE	112.00
07/24/2024	249511	06554	DIRECT FAIRWAYS LLC	200.00
07/24/2024	249512	06456	DO IT ALL PAINTING LLC	46,788.78
07/24/2024	249513	00160	DURY OIL CO	157.90
07/24/2024	249514	06361	ECOLAYERS INC	775.00
07/24/2024	249515	00296	ED MCNEW	9.87
07/24/2024	249516	05151	FAWN RIVER MECHANICAL LLC	1,033.41
07/24/2024	249517	01450	FEDERAL ENERGY REGULATORY COMM	3,678.15
07/24/2024	249518	06287	FOCAL POINT STUDIOS	5,000.00
07/24/2024	249519	04389	FRONTIER COMMUNICATIONS A	99.48
07/24/2024	249520	00012	GALLOUP	2,058.75
07/24/2024	249521	06468	GANNETT MICHIGAN LOCALiQ	670.34
07/24/2024	249522	02082	GECKO SECURITY LLC	60.00
07/24/2024	249523	00183	GRAINGER INC	93.98
07/24/2024	249524	06408	GRAND IMPRESSIONS PROP MAINT	185.00
07/24/2024	249525	03806	GREAT LAKES PEST CONTROL	365.00
07/24/2024	249526	04243	GRP ENGINEERING INC	1,500.00
07/24/2024	249527	05827	HAASCAYWOOD	650.00
07/24/2024	249528	00296	HALEY N TYLER	24.64
07/24/2024	249529	06219	HAVILAND PRODUCTS COMPANY	746.40
07/24/2024	249530	06511	HEATWAVE WELDING & FABRICATION	1,500.00
07/24/2024	249531	02440	HOFFMAN BROTHERS INC.	39,562.52
07/24/2024	249532	02585	HULEN'S LANDSCAPING INC.	200.00
07/24/2024	249533	05033	HUNTINGTON NATIONAL BANK	250.00
07/24/2024	249534	03515	HYDROCORP	4,625.50
07/24/2024	249535	05171	STUART C IRBY CO	79,371.40
07/24/2024	249536	01101	JANENE KOSMAN	40.00
07/24/2024	249537	00296	JESSICA L VANEMON	24.91
07/24/2024	249538	06314	JODIE M JOHNSON	40.00
07/24/2024	249539	05842	JOHN DEERE FINANCIAL	796.60
07/24/2024	249540	06217	JOHN J FLOWERS	40.00
07/24/2024	249541	00296	KEITH OSWALT	167.43
07/24/2024	249542	06482	KENDRICK STATIONERS	1,686.55

# Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 7/24/2024 Month: 10

07/24/2024	249543	01615	KENNEDY INDUSTRIES INC.	2,850.59
07/24/2024	249544	01656	KOORSEN FIRE & SECURITY INC	3,802.58
07/24/2024	249545	04666	PAUL KRICK	180.00
07/24/2024	249546	04039	LAKELAND ASPHALT CORP	675.92
07/24/2024	249547	03684	LEXISNEXIS RISK SOLUTIONS	100.00
07/24/2024	249548	00666	LOCKPORT TOWNSHIP TREASURER	901.97
07/24/2024	249549	00023	LONESPRUCE	1,671.24
07/24/2024	249550	01346	TOM LONG	56.00
07/24/2024	249551	05156	M A A C PROPERTY SERVICES	1,729.20
07/24/2024	249552	06250	MARANA GROUP	1,913.35
07/24/2024	249553	03095	MARY DRESSER	30.00
07/24/2024	249554	00296	MARYJO OLDS	45.86
07/24/2024	249555	01391	MCLEAN ENGINEERING	364.00
07/24/2024	249556	00635	MCMaster-CARR SUPPLY COMPANY	1,323.36
07/24/2024	249557	06155	MERCER SEPTIC AND EXCAVATING	2,455.00
07/24/2024	249558	03774	STATE OF MICHIGAN	90.00
07/24/2024	249559	03774	STATE OF MICHIGAN	43.25
07/24/2024	249560	00702	MICHIGAN MUNICIPAL LEAGUE	2,975.00
07/24/2024	249561	06267	NEW CREATIONS LANDSCAPE LLC	2,883.92
07/24/2024	249562	00296	NICHOLAS J CRIMI IV	11.86
07/24/2024	249563	00256	NISSLEY DISPOSAL INC	50.00
07/24/2024	249564	06545	NORM'S TOOL CHEST LLC	140.00
07/24/2024	249565	06491	ONLINE INFORMATION SERVICES	290.16
07/24/2024	249566	04537	NICK PERRY	505.00
07/24/2024	249567	00263	PERRY PERSONNEL PLUS INC	540.00
07/24/2024	249568	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,744.00
07/24/2024	249569	00485	POWER LINE SUPPLY	3,781.20
07/24/2024	249570	04909	REHMANN ROBSON LLC	462.00
07/24/2024	249571	05739	RENEWABLE WORLD ENERGIES LLC	5,019.09
07/24/2024	249572	00035	RESCO	6,850.61
07/24/2024	249573	06038	REVOLUTION HEALTH, P.C.	165.00
07/24/2024	249574	05682	ROBERT TAYLOR	60.00
07/24/2024	249575	02613	SNA SPORTS GROUP LLC	165.00
07/24/2024	249576	01375	ST JOSEPH CO SHERIFFS OFFICE	600.00
07/24/2024	249577	00488	STATE SYSTEMS RADIO INC	195.00
07/24/2024	249578	06525	STRAIGHT LINE MOWING	100.00
07/24/2024	249579	03214	STRYKER	479.20

## Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 7/24/2024 Month: 10

07/24/2024	249580	06487	STURGIS ACE HARDWARE	282.26
07/24/2024	249581	01458	STURGIS AREA CHAMBER	8,050.00
07/24/2024	249582	02310	STURGIS CIVIC PLAYERS	750.00
07/24/2024	249583	00290	STURGIS HOSPITAL	93.00
07/24/2024	249584	00507	STURGIS OVERHEAD DOOR & LADDER	1,635.00
07/24/2024	249585	04140	SWICK BROADCASTING COMPANY	200.00
07/24/2024	249586	06281	T MOBILE USA INC	424.69
07/24/2024	249587	06107	TALIA YEOMAN	455.00
07/24/2024	249588	06546	THE KINKEAD ENTERTAINMENT	5,000.00
07/24/2024	249589	06151	THE NAKED SHIRT CUSTOM PRINTNG	443.00
07/24/2024	249590	00296	TOM & ROSEMARY CURRY	141.12
07/24/2024	249591	06441	TOTAL PROPERTY MANAGEMENT	1,000.00
07/24/2024	249592	06426	TRACY LIVELY LLC	40.00
07/24/2024	249593	05664	TREECORE LLC	16,750.00
07/24/2024	249594	05634	TSFR APPLE VENTURE LLC	361.59
07/24/2024	249595	06247	UNCONVENTIONAL SOLUTIONS INC	461.79
07/24/2024	249596	04453	VERIZON WIRELESS	2,299.40
07/24/2024	249597	03511	WASTE MANAGEMENT	12,343.13
07/24/2024	249598	06147	WAYNE DUCHARME	112.00
07/24/2024	249599	03872	JORY WEBB	240.00
07/24/2024	249600	00296	YORK MERCANTILE	232.12
07/24/2024	D02358	00335	ALTEC INDUSTRIES, INC.	1,606.01
07/24/2024	D02359	00340	AMERICAN SAFETY & FIRST AID	35.88
07/24/2024	D02360	05462	AUTOZONE STORES LLC	114.37
07/24/2024	D02361	00077	CARQUEST AUTO PARTS	85.34
07/24/2024	D02362	02983	CINTAS LOCATION #351	1,745.55
07/24/2024	D02363	02483	GRACE CONSULTING INC	1,450.00
07/24/2024	D02364	00019	KENDALL ELECTRIC INC	529.17
07/24/2024	D02365	03944	LINDE GAS & EQUIPMENT INC	285.76
07/24/2024	D02366	06238	LUBRICATION ENGINEERS, INC	809.92
07/24/2024	D02367	05121	MICKEY'S LINEN	171.67
07/24/2024	D02368	06026	MID-CITY SUPPLY CO INC	335.66
07/24/2024	D02369	06069	NAPA AUTO PARTS	410.38
07/24/2024	D02370	06125	THE COPY IMAGE INC	148.00
07/24/2024	D02371	05777	TRACE ANALYTICAL LABORATORIES	45.50
Automatic Total				357,407.89

**Accounts Payable Bill Proof - CITY OF STURGIS, MI**  
**Date: 7/24/2024    Month: 10**

Grand Total	1,809,110.17
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**PAYROLL DISBURSEMENT**  
**FOR PAYROLL ENDING 06/30/2024**  
**PR0640M PAYROLL DATE 07/05/2024**

GENERAL	\$168,203.18
MAJOR STREET	11,630.75
LOCAL STREET	12,076.56
CEMETERY	7,380.56
AIRPORT	1,264.15
BUILDING	3,624.43
HOUSING DEPARTMENT	58.25
STURGES-YOUNG CENTER FOR THE ARTS	7,145.86
RECREATION	9,072.50
DOYLE RECREATION CENTER	9,414.84
AMBULANCE	13,133.93
ELECTRIC	100,540.69
SEWER	17,855.88
WATER	8,137.14
MOTOR VEHICLE	2,806.48
<b>Payroll Sub-Total</b>	<b>\$372,345.20</b>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10B**





National Opioid Settlement: Kroger Co.

Sturgis city, MI

Rubris Reference Number: CL-793676

***TO LOCAL POLITICAL SUBDIVISIONS:  
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW  
NATIONAL OPIOID SETTLEMENT.***

**KROGER CO. SETTLEMENT OVERVIEW**

A proposed nationwide settlement agreement (“Settlement”) has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

The Settlement requires Kroger Co. to pay over a billion dollars to abate the opioid epidemic. Of this amount, approximately \$1.2 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlement requires payments over eleven years after its effective date.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires Kroger Co. to implement safeguards to prevent diversion of prescription opioids.

The proposed settlement has two key participation steps.

**First**, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

**Second**, eligible subdivisions within each participating state decide whether to participate in the Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate, the subdivisions in that state are not eligible to participate in the Settlement.

**WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION  
ADMINISTRATOR?**

The Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for this new Settlement and was also retained for the prior national opioid settlements.

**WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?**

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in that Settlement. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.***

### **WHERE CAN YOU FIND MORE INFORMATION?**

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlement are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlement and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **August 12, 2024**, deadline.

### **HOW DO YOU PARTICIPATE IN THE SETTLEMENT?**

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net) and [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **August 12, 2024**.

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10C**



June 27, 2024

Barry Cox, PE  
City of Sturgis  
130 North Nottawa Street  
Sturgis, MI 49091-0280

**Proposal for Professional Services – Design Phase  
Reconstruction of E Hatch Street from N Prospect Street to N Lakeview Avenue and the Water Main Loop  
Connection at the Wastewater Treatment Plant**

Fishbeck is pleased to submit this proposal for final design phase services for the reconstruction of E Hatch Street and the Wastewater Treatment Plant (WWTP) loop. The project includes new water main and services, street reconstruction, storm sewer improvements, and sidewalk improvements on E Hatch Street from N Prospect Street to just west of N Lakeview Avenue, and a new 8-inch water main loop across City property at the WWTP from Treatment Plant Road to Centerville Road (M-66).

## Scope of Services

A complete topographic survey will be completed including 50 feet north/south at each intersection. Four soil borings at 10-foot depths will be completed on Hatch Street and three soil borings at 10-foot depths will be completed for the WWTP loop.

Specifically, the proposed scope of design phase services for Fishbeck would include the following:

- Full topographic survey with existing utility information.
- Coordinate proposed work with private utility companies.
- Provide detailed engineer's opinion of costs.
- Water Main and Service Tasks/Considerations:
  - Design water main and services from N Prospect Street to N Lakeview Avenue.
  - Service replacement will include full replacement from the City's water main to the building water meter, replacement from City ROW line/service curb stop box to the building water meter, including relocating internal house plumbing to reconnect to new water service.
  - Assist the City/Contractor with as-needed property owner notification replacement of lead/galvanized water services.
    - State plumbing permits are required; coordination with property owner for access and timing of service replacement will be the contractor's responsibility.
  - Design water main and connections to existing water main from Treatment Plant Road to Centerville Road (No services or intermediate connections are expected on this section of pipe).
- Sanitary Sewer Task/Considerations:
  - Design spot repair, pipe repairs based on sewer televising (assumed televising completed by City).

- Storm Sewer Tasks/Considerations:
  - Design spot repair, pipe repairs based on sewer televising (assumed televising completed by City).
  - Design replacement of all catch basins and catch basin leads.
  - Reconfigure/adjust storm sewer catch basins to new proposed road geometry.
- Road Reconstruction Tasks/Considerations:
  - Road geometrics and detail grading on E Hatch Street.
  - Road removal and reconnection required for water main connection at Treatment Plant Road. (It is not anticipated that any road removal or reconstruction would be required at Centerville Rd. (M-66)
  - ADA ramp layout and grading.
- Final Design/Preparation of Bidding Documents:
  - Prepare the review submittal package for City departments and private utility companies including.
    - Plan Set.
    - Front end and Technical Specifications.
    - Maintaining Traffic Plan and Specifications.
  - Address the review drawing comments and prepare the bidding documents in accordance with City standards.
  - Provide detailed engineer's estimates including funding allocation at various stages of design.
  - Complete EGLE water permit applications (a Part 41 Sanitary permit is not expected or included in the estimated fee).
  - Complete MDOT ROW permit application for work near M-66.
  - Review bids and recommend award.

## Professional Services Fees

We propose to complete the scope of services for an hourly not-to-exceed fee as shown below.

Design Phase	Estimated Amount
Fishbeck	\$109,100
SME	6,000
<b>Total Not-to-Exceed Budget</b>	<b>\$115,100</b>

## Authorization

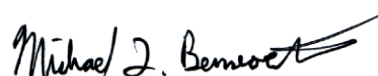
Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Jeremy N. Kramer, PE ([jnkramer@fishbeck.com](mailto:jnkramer@fishbeck.com)) This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3923 or [jnkramer@fishbeck.com](mailto:jnkramer@fishbeck.com).

Sincerely,



**Jeremy N. Kramer, PE**  
Senior Civil Engineer



**Michael L. Berrevoets, PE**  
Vice President/Senior Civil Engineer

Attachments  
By email

## Professional Services Agreement

**PROJECT NAME** Reconstruction of E Hatch Street from N Prospect Street to N Lakeview Avenue and the Water Main Loop Connection at the Wastewater Treatment Plant

**PROJECT LOCATION** Sturgis, Michigan

**FISHBECK CONTACT** Jeremy N. Kramer, PE

**CLIENT CONTACT** Barry Cox, PE

**CLIENT** City of Sturgis, 130 North Nottawa Street, Sturgis, MI 49091

Client hereby requests and authorizes Fishbeck to perform the following:

**SCOPE OF SERVICES:** As defined in the letter proposal dated June 27, 2024.

**AGREEMENT.** The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: June 27, 2024.
- ☐ Other:

**METHOD OF COMPENSATION:**

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates Plus Reimbursable Expenses
- ☐ Other:

**Budget for Above Scope of Services:** One Hundred Fifteen Thousand One Hundred Dollars (\$115,100).

**ADDITIONAL PROVISIONS (IF ANY):**

**APPROVED FOR:**

Cit of Sturgis

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ACCEPTED FOR:**

Fishbeck

**SIGNATURE:**  \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Michael L. Berrevoets, PE

Vice President

June 27, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every 4 weeks, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.



10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

Reconstruction of E. Hatch St.							
(N. Prospect St. to N. Lakeview Ave.)							
			and				
Water Main Loop Connection at the Wastewater Treatment Plant							
(Treatment Plant Road to Centerville Road (M-66))							
Proposed Manhours and Fees							
		Senior Engineer, QA/QC	Engineer/PM	Staff Engineer	Clerical	Total	Proposed Fee
		\$212	\$143	\$106	\$106	Man-hours	
Task 1	Data Gathering and Kickoff						
	Review As-built Information	0	8	6	0	14	\$1,780
	Project Walk Through	0	8	8	4	20	\$2,416
	Base Plans	4	16	32	2	54	\$6,740
	Geotechnical Investigation, Fishbeck (see below for SME fee)	0	2	2	0	4	\$498
	Existing Utility Condition Assessment, Fishbeck (City to televise)	0	8	8	2	18	\$2,204
	Design Kickoff Meeting (including preparation)	2	2	4	2	10	\$1,346
Task 2	Plan Development						
	Preliminary Drawings and Specifications						
	Water Main Design (including lead service line removals)	4	16	24	0	44	\$5,680
	Water Main Design WTP Loop	4	8	8	0	20	\$2,840
	Sanitary Sewer Design (Spot Repairs)	2	8	4	0	14	\$1,992
	Storm Sewer Design (Spot Repairs)	2	8	4	0	14	\$1,992
	Storm Sewer Design (Catch Basins and Catch Basin Leads)	2	16	8	0	26	\$3,560
	Roadway Improvements and Grading	8	24	40	0	72	\$9,368
	Updated Cost Estimates, Sources, and Uses	4	2	4	0	10	\$1,558
	Draft Technical Specifications	4	24	0	8	36	\$5,128
	Progress Meetings	0	8	8	3	19	\$2,310
Task 3	Bidding Documents						
	Draft Check Set and Specifications (90%)						
	Drawings	0	40	60	2	102	\$12,292
	Specifications - Front End and Technical	0	24	0	8	32	\$4,280
	Progress Meetings	0	6	6	2	14	\$1,706
	Private Utility Coordination	0	8	4	0	12	\$1,568
	Final Contract Documents						
	Drawings	0	40	60	2	102	\$12,292
	Specifications - Front End and Technical	0	16	6	4	26	\$3,348
	Final Design Cost Estimates, Sources, and Uses	0	8	16	0	24	\$2,840
	QA/QC	8	8	8	4	28	\$4,112
Task 4	Easements and Property Acquisition						
	Create Figures and Exhibits	0	0	0	0	0	\$0
	Meetings	0	0	0	0	0	\$0
Task 5	Construction Permits						
	EGLE Water Permit	0	6	8	0	14	\$1,706
	MDOT Row Permit	0	2	4	0	6	\$710
Task 6	Lead Water Service Notification						
	Prep of mailed info package	0	4	8	12	24	\$2,692
Task 6	Bidding						
	Bid Document Assistance	2	4	0	0	6	\$996
	Bid Period Assistance, Review Bids, and Recommend Award	2	4	0	2	8	\$1,208
					Total Man-hours =	773	
						Design Fee (Fishbeck) =	\$99,162
						Hatch Topographic Survey (Fishbeck) =	\$6,500
						WTP Topographic Survey (Fishbeck) =	\$2,700
						Total Labor (Fishbeck)	\$108,362
						General Reimbursable Expenses =	\$738
						Reimbursable Expenses (Fishbeck)	\$738
						Geotechnical/Subsurface Investigation (SME) =	\$6,000
						Total Outside Services =	\$6,000
						Total Proposed Fee =	\$115,100

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10D**



## **STURGES-YOUNG CENTER FOR THE ARTS ADVISORY BOARD BY-LAWS**

### **Article I. Mission**

The mission of the Sturges-Young Center for the Arts is:

Sturges-Young Center for the Arts is a community pillar, fostering arts and entertainment. It offers an intimate theater experience and serves as an event center available for the public. SYCA brings people together with diverse programs, performances, and events that celebrate creativity and cultural connection.

### **Article II. Board Purpose and Membership**

The purpose of the Sturges-Young Center for the Arts (SYCA) Advisory Board of Directors (Board) shall be to advise, assist, and support the City's operation of the SYCA and perform such other duties as requested by the City Commission. The Board shall consist of one City Commissioner (with voting privileges) and eight other members appointed by the City Commission following recommendation from the Board. Residents of the City of Sturgis and the surrounding Townships within a 25-mile radius are eligible to be a member of the Board. The Board will maintain a membership consisting of a majority of City of Sturgis residents unless otherwise approved by the City Commission. The initial Board appointed after the adoption of these Bylaws shall serve for the following terms as designated by the City Commission: three of the initial board members shall serve for a period of three years; three shall serve for a period of two years; and three shall serve for a period of one year. Thereafter, a board member shall serve for a term of three years and may be removed or reappointed for any additional terms by the City Commission.

### **Article III. Officers**

The officers of the Board, who must be members of the Board, will consist of a President, Vice-President, and a Secretary. Each officer will serve a term of two (2) years. (Fulfilling any unexpired term would be in addition to the officer's regular two-year term.)

#### **The President:**

- a. Presides at all Board meetings (including special Board meetings);
- b. Appoints committee Chairpersons and members, subject to confirmation by the Board;
- c. Serves as a liaison between the Board and the Director;
- d. Represents the Board at City Commission meetings when requested by the Board or Director; and
- e. May attend committee meetings as an ex-officio member.
- f. May vote only to break a tie of the Board.

The Vice-President:

- a. Presides at Board meetings (including special Board meetings) in the absence of the President;
- b. Shall be the first person considered for the position of President at the conclusion of the incumbent President's term; and
- c. Represents the Board at City Commission meetings when requested by the Board or Director.

The Secretary:

- a. It shall be the duty of the Secretary to keep and record the minutes of all regular and special Board meetings. The Secretary shall type and deliver the minutes to the Director within one week following any meeting. The duties of the Secretary may be assigned to SYCA staff as directed by the Board and the Director.

Article IV. Committees

The committees of the Board are made up of Board members and designated volunteers and are as follows:

**Volunteer Committee:**

The committee is responsible for leveraging volunteers to assist with appropriate activities and as a strategy to engage the community. The committee makes recommendations to the board on the types of appropriate volunteer activities and projects; proper training and direction; and strategies, policies and procedures for retention and appreciation.

**Program Committee:**

The committee provides support to city staff as it relates to strategic direction, selection, and coordination of quality performances, entertainment, events, and activities consistent with the mission and vision.

**Finance Committee:**

The committee on an ongoing basis will review financial performance of programs, events, and activities as well as the overall financial health of the SYCA Fund. It will advise and make recommendations on general budgeting, capital planning, facility fees and other charges, cost recovery, and use of other revenue sources. The committee, in collaboration with city staff, will maintain a reporting system that can be used to analyze past programs, events and activities for identification of variances, trends and opportunities for improved financial performance.

**Education Outreach Committee:**

The committee will recommend and coordinate programs that engage students together with art and artists.

**Building, Grounds and Decoration Committee:**

The committee reviews and advises on major maintenance items, repairs and building improvements. It plans and advises, in cooperation with the Director and the Facilities Manager, on renovation and decorating projects as needed. In coordination with city staff, it also works with the volunteer committee to plan and facilitate appropriate projects and tasks for volunteers.

**Fundraising Committee:**

The committee reviews, recommends and assists with coordinating fundraising events and efforts to support the SYCA. This could include capital campaigns, strategic philanthropy initiatives, community fundraising, special events and sponsorship/patron programs.

**Marketing Committee:**

The committee is responsible for reviewing and advising on brand development and messaging, marketing strategies and tactics for all performances, events, and activities. It will also advise on data collection methods and information gathering for analysis of market trends and market driven programming.

Each committee shall consist of no less than three (3) members. The President shall appoint a Board Member, other than the Secretary, to serve as Chairperson of each committee and shall designate the volunteers to serve on each committee.

## Article V. Meetings

The Board will hold regular meetings as scheduled by the President at least eleven (11) times each year.

Every two years at the October meeting, officers for the upcoming twenty-four months will be elected by the Board and installed.

Special board meetings can be called by the President, the Director, or any two Board members.

All regular and special Board meetings will be called and conducted in compliance with the open meetings act of the State of Michigan, P.A. 267 of the Public Acts of 1966.

As directed by the Sturgis City Commission, all meetings will be conducted according to The Modern Rules of Order Revised. A quorum is necessary for any official Board action.

## Article VI. Director and Staff

The City Manager shall appoint the Director who shall be the chief operational officer of the SYCA. The Director shall have general direction over the operations of the Auditorium; submit required reports to the Board or its committees; prepare an annual budget to be reviewed by the Board and submitted to the City Controller; direct staff support as requested by the City Manager; and perform other functions as the City Manager may direct. The Director shall report



directly to the City Controller and shall attend all meetings of the Board.

#### Article VII. Removal/Resignation of Board Members

With a unanimous vote of the Board (excluding the Board member at issue), a recommendation, with explanation, may be made to the City Commission that a Board member be removed. A Board member may resign at any time by giving written notice to the Board President or the Director. Such resignation shall take effect on the date specified in the written notice or, if a date is not specified, when the notice is received.

#### Article VIII. Vacancies

If the office of the Board President becomes vacant, the Vice-President will assume the unexpired term of the President. If the office of the Vice-President or Secretary becomes vacant, the Finance Committee shall nominate a candidate to the Board of Directors who shall elect a successor from incumbent Board members nominated; the successor will hold office for the remainder of the unexpired term.

#### Article IX. Fiscal Year

The fiscal year for the Auditorium will coincide with the fiscal year of the City of Sturgis.

#### Article X. Conflict of Interest

All possible conflicts of interest on the part of a Board member shall be disclosed to the Board. If a majority of the Board determines a conflict to exist, the Board member shall not vote or attempt to exert influence on the matter in question. The Board member may, however, briefly state a position on the matter and answer pertinent questions asked by other Board members. All actions regarding conflict of interest shall be reflected in the minutes.

#### Article XI. Indemnification

The City of Sturgis and the SYCA shall indemnify each member of the Board of Directors and its Officers, whether then in office or not, for all costs, expenses, and settlements which are incurred in connection with the defense of, settlement of, or advice concerning any claim asserted or proceeding brought by any person or entity against the director or officer. Such coverage shall be in effect provided that the Board Director or Officer shall have acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of SYCA with respect to any criminal action or proceeding, and he/she had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, plea of nolo contendere, or its equivalent, shall not of itself create a presumption that the director or officer did not act in good faith and did not act in the best interests of SYCA, unless the Board Director or Officer had reasonable cause to believe that the conduct was unlawful. The City of Sturgis or the SYCA shall purchase and maintain insurance on behalf of any person who is, or was, a Board Director or an Officer of SYCA, against any liability incurred by the person arising out of the person's status as director or officer.

## Article XII. General

Amendments - These by-laws may be amended by a 2/3 vote of the members at any regular or special Board meeting when a quorum is present, provided the proposed change was stated in the call for the meeting. Any amendments made to these by-laws must then be approved by the City Commission.

Revision of Policies - Any board policy may be revised by a 2/3 vote of the members at any regular or special Board meeting when a quorum is present, provided the proposed change was stated in the call for the meeting.

*These by-laws supersede any and all previous by-laws and amendments.*

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10E**



# Loan Calculator

Enter Values	
Loan Amount	\$ 126,996.92
Annual Interest Rate	5.392%
Loan Period in Years	7
Number of Payments Per Year	12
Start Date of Loan	6/1/2024
Optional Extra Payments	

Loan Summary	
Scheduled Payment	\$ 1,818.45
Scheduled Number of Payments	84
Actual Number of Payments	84
Total Early Payments	\$ -
Total Interest	\$ 25,752.72

Lender Name: Holly Keyser

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	7/1/2024	\$ 126,996.92	\$ 1,818.45		\$ 1,818.45	\$ 1,247.81	\$ 570.64	\$ 125,749.11
2	8/1/2024	125,749.11	1,818.45		1,818.45	1,253.42	565.03	124,495.70
3	9/1/2024	124,495.70	1,818.45		1,818.45	1,259.05	559.40	123,236.65
4	10/1/2024	123,236.65	1,818.45		1,818.45	1,264.70	553.74	121,971.94
5	11/1/2024	121,971.94	1,818.45		1,818.45	1,270.39	548.06	120,701.56
6	12/1/2024	120,701.56	1,818.45		1,818.45	1,276.10	542.35	119,425.46
7	1/1/2025	119,425.46	1,818.45		1,818.45	1,281.83	536.62	118,143.63
8	2/1/2025	118,143.63	1,818.45		1,818.45	1,287.59	530.86	116,856.04
9	3/1/2025	116,856.04	1,818.45		1,818.45	1,293.37	525.07	115,562.67
10	4/1/2025	115,562.67	1,818.45		1,818.45	1,299.19	519.26	114,263.48
11	5/1/2025	114,263.48	1,818.45		1,818.45	1,305.02	513.42	112,958.46
12	6/1/2025	112,958.46	1,818.45		1,818.45	1,310.89	507.56	111,647.57
13	7/1/2025	111,647.57	1,818.45		1,818.45	1,316.78	501.67	110,330.79
14	8/1/2025	110,330.79	1,818.45		1,818.45	1,322.70	495.75	109,008.09
15	9/1/2025	109,008.09	1,818.45		1,818.45	1,328.64	489.81	107,679.46
16	10/1/2025	107,679.46	1,818.45		1,818.45	1,334.61	483.84	106,344.85
17	11/1/2025	106,344.85	1,818.45		1,818.45	1,340.61	477.84	105,004.24
18	12/1/2025	105,004.24	1,818.45		1,818.45	1,346.63	471.82	103,657.61
19	1/1/2026	103,657.61	1,818.45		1,818.45	1,352.68	465.77	102,304.93
20	2/1/2026	102,304.93	1,818.45		1,818.45	1,358.76	459.69	100,946.18
21	3/1/2026	100,946.18	1,818.45		1,818.45	1,364.86	453.58	99,581.31
22	4/1/2026	99,581.31	1,818.45		1,818.45	1,371.00	447.45	98,210.32
23	5/1/2026	98,210.32	1,818.45	-	1,818.45	1,377.16	441.29	96,833.16
24	6/1/2026	96,833.16	1,818.45	-	1,818.45	1,383.34	435.10	95,449.82
25	7/1/2026	95,449.82	1,818.45	-	1,818.45	1,389.56	428.89	94,060.26
26	8/1/2026	94,060.26	1,818.45	-	1,818.45	1,395.80	422.64	92,664.45
27	9/1/2026	92,664.45	1,818.45	-	1,818.45	1,402.08	416.37	91,262.38
28	10/1/2026	91,262.38	1,818.45	-	1,818.45	1,408.38	410.07	89,854.00
29	11/1/2026	89,854.00	1,818.45	-	1,818.45	1,414.70	403.74	88,439.30
30	12/1/2026	88,439.30	1,818.45	-	1,818.45	1,421.06	397.39	87,018.23
31	1/1/2027	87,018.23	1,818.45	-	1,818.45	1,427.45	391.00	85,590.79
32	2/1/2027	85,590.79	1,818.45	-	1,818.45	1,433.86	384.59	84,156.93
33	3/1/2027	84,156.93	1,818.45	-	1,818.45	1,440.30	378.15	82,716.63
34	4/1/2027	82,716.63	1,818.45	-	1,818.45	1,446.77	371.67	81,269.85
35	5/1/2027	81,269.85	1,818.45	-	1,818.45	1,453.28	365.17	79,816.57
36	6/1/2027	79,816.57	1,818.45	-	1,818.45	1,459.81	358.64	78,356.77
37	7/1/2027	78,356.77	1,818.45	-	1,818.45	1,466.37	352.08	76,890.40
38	8/1/2027	76,890.40	1,818.45	-	1,818.45	1,472.95	345.49	75,417.45
39	9/1/2027	75,417.45	1,818.45	-	1,818.45	1,479.57	338.88	73,937.88
40	10/1/2027	73,937.88	1,818.45	-	1,818.45	1,486.22	332.23	72,451.66
41	11/1/2027	72,451.66	1,818.45	-	1,818.45	1,492.90	325.55	70,958.76
42	12/1/2027	70,958.76	1,818.45	-	1,818.45	1,499.61	318.84	69,459.15
43	1/1/2028	69,459.15	1,818.45	-	1,818.45	1,506.34	312.10	67,952.81
44	2/1/2028	67,952.81	1,818.45	-	1,818.45	1,513.11	305.33	66,439.69
45	3/1/2028	66,439.69	1,818.45	-	1,818.45	1,519.91	298.54	64,919.78
46	4/1/2028	64,919.78	1,818.45	-	1,818.45	1,526.74	291.71	63,393.04
47	5/1/2028	63,393.04	1,818.45	-	1,818.45	1,533.60	284.85	61,859.44
48	6/1/2028	61,859.44	1,818.45	-	1,818.45	1,540.49	277.96	60,318.94
49	7/1/2028	60,318.94	1,818.45	-	1,818.45	1,547.41	271.03	58,771.53
50	8/1/2028	58,771.53	1,818.45	-	1,818.45	1,554.37	264.08	57,217.16
51	9/1/2028	57,217.16	1,818.45	-	1,818.45	1,561.35	257.10	55,655.81
52	10/1/2028	55,655.81	1,818.45	-	1,818.45	1,568.37	250.08	54,087.44
53	11/1/2028	54,087.44	1,818.45	-	1,818.45	1,575.42	243.03	52,512.03
54	12/1/2028	52,512.03	1,818.45	-	1,818.45	1,582.49	235.95	50,929.53
55	1/1/2029	50,929.53	1,818.45	-	1,818.45	1,589.60	228.84	49,339.93

5/7/2024

Amortization STAPLETON ROAD IMPR DRAFT

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
56	2/1/2029	49,339.93	1,818.45	-	1,818.45	1,596.75	221.70	47,743.18
57	3/1/2029	47,743.18	1,818.45	-	1,818.45	1,603.92	214.53	46,139.26
58	4/1/2029	46,139.26	1,818.45	-	1,818.45	1,611.13	207.32	44,528.13
59	5/1/2029	44,528.13	1,818.45	-	1,818.45	1,618.37	200.08	42,909.76
60	6/1/2029	42,909.76	1,818.45	-	1,818.45	1,625.64	192.81	41,284.12
61	7/1/2029	41,284.12	1,818.45	-	1,818.45	1,632.94	185.50	39,651.18
62	8/1/2029	39,651.18	1,818.45	-	1,818.45	1,640.28	178.17	38,010.89
63	9/1/2029	38,010.89	1,818.45	-	1,818.45	1,647.65	170.80	36,363.24
64	10/1/2029	36,363.24	1,818.45	-	1,818.45	1,655.06	163.39	34,708.18
65	11/1/2029	34,708.18	1,818.45	-	1,818.45	1,662.49	155.96	33,045.69
66	12/1/2029	33,045.69	1,818.45	-	1,818.45	1,669.96	148.49	31,375.73
67	1/1/2030	31,375.73	1,818.45	-	1,818.45	1,677.47	140.98	29,698.26
68	2/1/2030	29,698.26	1,818.45	-	1,818.45	1,685.00	133.44	28,013.26
69	3/1/2030	28,013.26	1,818.45	-	1,818.45	1,692.58	125.87	26,320.68
70	4/1/2030	26,320.68	1,818.45	-	1,818.45	1,700.18	118.27	24,620.50
71	5/1/2030	24,620.50	1,818.45	-	1,818.45	1,707.82	110.63	22,912.68
72	6/1/2030	22,912.68	1,818.45	-	1,818.45	1,715.49	102.95	21,197.19
73	7/1/2030	21,197.19	1,818.45	-	1,818.45	1,723.20	95.25	19,473.99
74	8/1/2030	19,473.99	1,818.45	-	1,818.45	1,730.94	87.50	17,743.04
75	9/1/2030	17,743.04	1,818.45	-	1,818.45	1,738.72	79.73	16,004.32
76	10/1/2030	16,004.32	1,818.45	-	1,818.45	1,746.54	71.91	14,257.78
77	11/1/2030	14,257.78	1,818.45	-	1,818.45	1,754.38	64.06	12,503.40
78	12/1/2030	12,503.40	1,818.45	-	1,818.45	1,762.27	56.18	10,741.14
79	1/1/2031	10,741.14	1,818.45	-	1,818.45	1,770.18	48.26	8,970.95
80	2/1/2031	8,970.95	1,818.45	-	1,818.45	1,778.14	40.31	7,192.81
81	3/1/2031	7,192.81	1,818.45	-	1,818.45	1,786.13	32.32	5,406.68
82	4/1/2031	5,406.68	1,818.45	-	1,818.45	1,794.15	24.29	3,612.53
83	5/1/2031	3,612.53	1,818.45	-	1,818.45	1,802.22	16.23	1,810.31
84	6/1/2031	1,810.31	1,818.45	-	1,810.31	1,802.18	8.13	0.00

**RESOLUTION AUTHORIZING THE INTERNAL LOANING OF FUNDS FROM THE  
ELECTRIC FUND TO THE LOCAL DEVELOPMENT FINANCING AUTHORITY  
(LDFA)**

At a regular meeting of the City Commission of the City of Sturgis, St. Joseph County, Michigan held at 6:00 p.m. on Wednesday, July 24, 2024, in the Weisloch Room, Sturgis City Hall.

Present:

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Absent:

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**WHEREAS**, the City of Sturgis intends to invest in infrastructure needs to promote economic development for the Heartland Development; and

**WHEREAS**, The Local Development Financing Authority plan includes infrastructure improvement of the property located in the LDFA district; and

**WHEREAS**, the actual cost to build the road improvements was \$341,334.74 inclusive of engineering, construction and material testing; and

**WHEREAS**, the City of Sturgis was awarded and received a Category A Grant in the amount of \$214,337.82 after the final project accounting, resulting in a net cost of \$126,996.92; and

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

**WHEREAS**, it is necessary for the City to internally loan funds from the Electric Fund to finance the purchase of the road improvements for Stapleton Park; and

**WHEREAS**, specifically the Heartland Project includes significant improvements within Stapleton Industrial Park located within the Local Development Authority District ; and

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

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

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

FROM:	Electric Fund
TO:	Local Development Financing Authority (LDFA)
AMOUNT:	\$126,996.92
INTEREST RATE:	5.392% (Michigan Statutory Interest Rate)
TERM:	7 years (84 payments)
PAYMENT:	1 <sup>ST</sup> Payment commencing 7/31/2024 \$1,818.45 per month, \$21,821.40 per year

Yeas:

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Nays:

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**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10F**





TO: Andrew Kuk, City Manager  
 FROM: Holly Keyser, City Controller  
 SUBJECT: 2023-2024 Proposed Budget Amendment  
 DATE: July 22, 2024

In accordance with the Uniform Budgeting and Accounting Act, the following governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures anticipated in the 2023-2024 fiscal year, as compared to those originally estimated in the 2023-2024 approved budgets as previously amended.

	Original Budget	Amendment 1 7.24.24		Proposed Budget
<b>Fund -214 Downtown Development Authority Fund</b>				
Revenue	160,577	231,010		391,587
Expenditures	158,720	213,480		372,200
Contribution from General Fund	-	-	-	-
Contribution from Capital Reserve Fund	-	-		-
Change in Fund Balance	1,857	17,530	-	19,387
Beginning Fund Balance-updated to audit	82,187	84,044	101,574	82,187
Projected Ending Fund Balance	84,044	101,574	101,574	101,574

*The Downtown Development Authority budget is amended to reflect revised tax estimates, increased LCSA revenue, and the additional revenue and expenditures for the Electric City Downtown Lighting Project. Additional expenditure changes include a reduction in Event Coordination due to the decrease in tax revenue; expenditure increases include office and professional services due to revised estimates.*

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10G**



**SECOND ADDENDUM TO  
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS SECOND ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT, made and entered into as of the \_\_\_\_ day of July, 2024 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, the parties hereto entered into a City Manager Employment Agreement dated April 13, 2023; a First Addendum thereto dated May 10, 2023 ("Employment Agreement"); and

WHEREAS, the parties hereto wish to modify certain terms and conditions of the Employment Agreement pursuant to the provisions of this Addendum;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows effective retro actively to April 13, 2024.

1. Section 6 of the Employment Agreement is hereby modified to provide as follows:

Section 6. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Thirty Two Thousand Six Hundred and Twelve dollars (\$132,612) effective as stated above and payable beginning the next pay period following the approval of this agreement by the City Commission in installments at the same time as other employees of the Employer are paid.

Employer agrees to adjust the pay of the Employee at the same rate and at the same schedule as all non-union employees are adjusted for non-performance-based increases or decreases.

2. The remaining terms and conditions of the Employment Agreement shall remain in full force and effect except as expressly modified herein.

IN WITNESS WHEREOF, the City of Sturgis has caused this Agreement to be signed and executed in its behalf by its Mayor, Francisco Perez, and duly attested by its Clerk, Kenneth D.

Rhodes, and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

\_\_\_\_\_  
Francisco Perez, Mayor

\_\_\_\_\_  
Andrew Kuk, Employee

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth D. Rhodes, City Clerk

\_\_\_\_\_  
T.J. Reed, City Attorney

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10H**





July 5, 2024

**Michigan Municipal League Annual Meeting Notice**

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held on Mackinac Island, September 11-13, 2024. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, September 11 in the Terrace at the Grand Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. Policy. A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

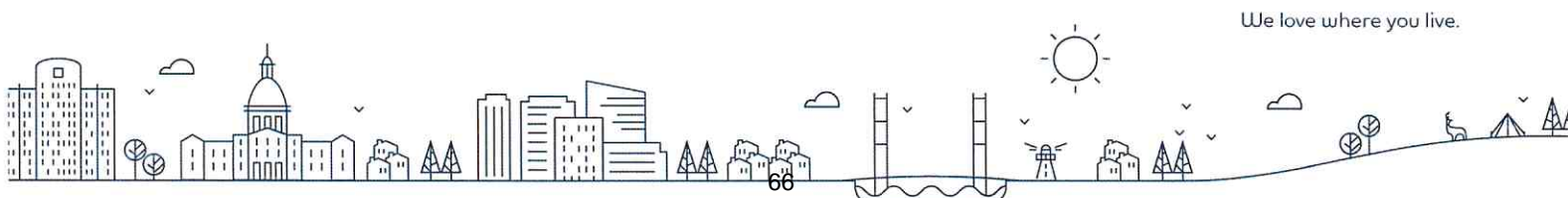
**B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on.** (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 11, 2024**.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than August 11, 2024.**



We love where you live.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

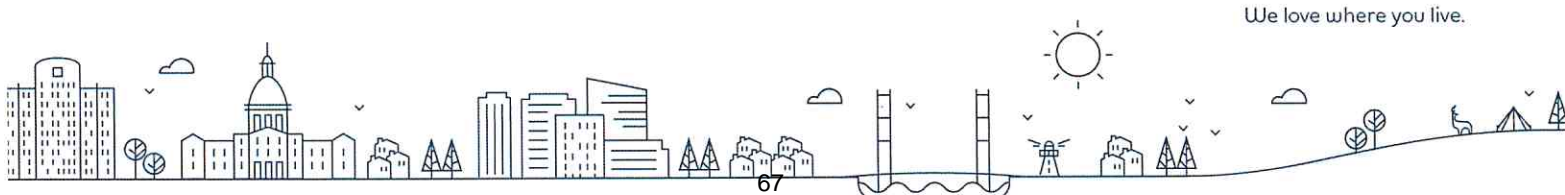
#### 1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

#### 2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 11, 2024**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.





### 3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 10, 2024, at the Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Robert E. Clark  
President  
Mayor, City of Monroe



Daniel P. Gilmartin  
Executive Director & CEO

