



AGENDA
CITY COMMISSION MEETING
MONDAY, SEPTEMBER 9, 2024
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

WORK SESSION 5:00 P.M.

1. Electric Battery Storage

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
 - A. Quarterly Financials – Holly Keyser
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 August 28, 2024 work session as presented.**
 - **APPROVE the minutes from the August 28, 2024 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$2,544,589.66 as presented.**
 - C. Thurston Woods 5K Run for the Residents
 - **APPROVE the Thurston Woods Run for the Residents 5K on October 19, 2024 as presented.**
 - D. Electric Rate Schedule Correction
 - **APPROVE the Electric Rate Schedule amendments for Rate D through Rate PP Time of Use for rates beginning October 1, 2025 and October 1, 2026 as presented.**
 - E. Sturgis Township Property Transfer – 71541 M-66
 - **ADOPT the resolution transferring parcel #75-015-024-006-01 into the City under parcel #75-052-777-456-00 as presented.**
9. UNFINISHED BUSINESS - None
10. NEW BUSINESS
 - A. City Resident Community Clean-up Day – Andrew Kuk
 - B. US-12 Loading Zone Parking Spaces – Barry Cox
 - C. Tree Trimming Grant – Chris McArthur
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

Manager's Report

SEPTEMBER 9, 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. Electric Battery Storage Agreement

Staff: Andrew Kuk

Bob LaLonde of the Michigan Public Power Association (MPPA) will be at the meeting to review the current draft of the Power Purchase Agreement for the proposed battery storage project. Included in your packet is a PowerPoint presentation providing an overview of the terms of the agreement and how they have changed from earlier this year.

Information Included in Packet:

1. PowerPoint Presentation
2. Project Financial Overview

5. Presentation

A. Quarterly Financials

Staff: Holly Keyser

Included in your packet is a memo from Controller Holly Keyser and the quarterly financials for the 2nd quarter. Holly will provide a brief overview at the meeting.

Information Included in Packet:

1. Memo
2. 3rd Quarter Financial Report

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for September 9, 2024 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the August 28, 2024 work session as presented.

Consent Agenda Motion:

APPROVE the minutes from the August 28, 2024 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$2,544,589.66 as presented.

8C. Thurston Woods Village 5K Run for the Residents

As in years past, Thurston Woods Village is requesting to host a Run/Walk for the Residents 5K fundraiser on October 19, 2024. This event will run from approximately 9am-10:30am.

The proposed route will run through Thurston Woods Village property, crossing Franks Ave. at Hatch St., from Hatch St. to Cedar St. to Oakwood St., to N. Lakeview Ave. to Lafayette St. and onto N. Franks Ave., finishing at Thurston Woods Village. They plan for participants to utilize sidewalks on N. Lakeview Ave. DPS will place cones along the side of Lafayette St. creating a running path for participants.

They are requesting use of barricades and cones, as well as Police assistance to close Franks Ave. at Hatch St. at the beginning of the event.

Consent Agenda Motion:

APPROVE the Thurston Woods Village Run for the Residents 5K on October 19, 2024 as presented.

8D. Electric Rate Schedule Correction

The multiple year schedule for Electric rates presented at the last meeting was correct for rates beginning October 1, 2024 (next year's rates) satisfying the ordinance requirement to approve prior to September 1st.

However, after the meeting it was discovered that the future year's rates for Rate D through Rate PP Time of Use did not agree with the schedule prepared by UFS. A revised schedule is included in the packet and will be included in the final compiled budget.

Consent Agenda Motion:

APPROVE the Electric Rate Schedule amendments for Rate D through Rate PP Time of Use for rates beginning October 1, 2025 and October 1, 2026 as presented.

Information Included in Packet:

1. Revised Electric Rate Schedule

8E. Sturgis Township Property Transfer – 71541 M-66

In 2000, the City of Sturgis and the Township of Sturgis entered an agreement titled "Agreement for Conditional Transfer of Property" from Sturgis Township to the City of Sturgis. In 2007, the City of Sturgis and Township of Sturgis entered into an amendment to the agreement titled "First Amendment to the Agreement for Conditional Transfer of Property". It

covers the property known as the I-9 Corridor Area in Sturgis Township. The Effective Date of the First Amendment to the Agreement for Conditional Transfer of Property is February 19, 2007.

As provided for in the First Amendment to the Agreement, parcels are transferred to full jurisdiction of the City when certain “trigger events” occur. One of the trigger events is when the owner of record ceases to have title to an existing commercial property after the Effective Date of the Agreement.

The transfer of full jurisdiction shall be evidenced by filing of resolution(s) in the manner provided in Section 1. Attached is a resolution which the City Commission may adopt. We have provided a similar resolution to Sturgis Township. The sequence is as outlined below.

- Step 1: The City Commission adopts the resolution.
- Step 2: Sturgis Township adopts the resolution within 60 days.
- Step 3: Both resolutions are filed with the Office of the Great Seal and the St. Joseph County Clerk or, if Sturgis Township has not adopted the resolution, the city files its resolution.

The Hampton Inn property located at 71541 M-66 (parcel ID# 75-015-024-006-01) was sold on March 26, 2024. By virtue of this sale the property will come into the City as per the agreement. The new parcel number will be 75-052-777-456-00.

Consent Agenda Motion:

ADOPT the resolution transferring parcel #75-015-024-006-01 into the City under parcel #75-052-777-456-00 as presented.

Information Included in Packet:

- 1. Resolution
- 2. Exhibit A
- 3. Exhibit B

10. New Business

A. City Resident Community Clean-up Day

Staff: Andrew Kuk

The Sturgis Neighborhood Program (SNP) is looking to coordinate a Community Clean-up Day on Saturday, October 19, 2024 from 8:00 am-12:00 pm. The Clean-up Day would be organized similar to the large-item trash drop-off days the City helped coordinate in the past, providing an opportunity for City residents to dispose of unwanted household items. SNP is requesting the City partner with them for the project.

The event would be funded by SNP and area donors, with SNP coordinating with a local waste removal company to deliver and retrieve five 40-yard dumpsters for waste containment. SNP will also coordinate volunteers to help with traffic flow, eligibility verification, and disposal item sorting at the drop-off site.

The City's contribution to the project would include providing the use of the Public Services and Utilities Building (PSUB) site on N. Centerville Road as the location for the drop-off site along with two DPS employees to run City front end loaders to help load items into the dumpsters. The approximate cost for staff and the use of the loaders for a four-hour time frame is \$1,121.60.

A letter from SNP Executive Director Kathryn Myers and a draft flyer for the event are included in your packet.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Sturgis Neighborhood Program Community Clean-up Day on October 19, 2024 from 8am-12pm as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. SNP Letter
2. Event flyer

10. New Business

B. US-12 Loading Zone Parking Spaces

Staff: Barry Cox

The City Commission approved Traffic Control Order #TCO 19-04 in February 2019. This traffic control order allowed for four loading zone spaces along US-12 for delivery trucks to use instead of parking in the bike lane. The original loading space idea and implementation seemed like a good idea, unfortunately, it was not well used and didn't solve the problem with delivery vehicles using the bike lane to park for short time durations.

In addition, while the loading zone spaces were originally approved by MDOT staff, the City was recently informed the loading zone spaces do not meet the PAVE-955 parking space standards. The parking space layout will be modified by MDOT during the US-12 resurfacing project next year without the loading zone spaces.

Included in your packet is Traffic Control Order # 19-04. City staff requests that the City Commission rescind the traffic control order and have the Department of Public Services remove the four loading signs in preparation for next year's project on US-12.

Proposed Motion:

Move that the Sturgis City Commission RESCIND/NOT RESCIND Traffic Control Order #19-04 as presented.

Staff Recommendation:

RESCIND

Information Included in Packet:

1. TCO #19-04

10. New Business

C. Tree Trimming Grant

Staff: Chris McArthur

In November of 2023, MMEA members applied for the Department of Energy (DOE) 40101d grant being administered by the State of Michigan. This grant was for vegetation management, aging infrastructure replacement, overcurrent protection, overvoltage protection, and other resiliency related projects.

Out of 23 MMEA members who applied for the grant, three were accepted by the State and recommended to the DOE for funding. One of these applications was from the City for vegetation management, addressing large trees that overhang lines as shown on the map included in your packet.

In May the City Commission approved the submission of the Cost Match Commitment Letter Statement to the DOE as part of the next step in the grant. The grant required a 2/3rds match of funding from the DOE; the estimated project cost is \$379,800.00, which made the City's commitment \$253,200.00 and the DOE grant \$126,600.00. This additional project amount is included in the FY 2024-2025 budget.

City staff was informed that the DOE has selected the City's project for funding and supplied us with a grant contract. The draft contract is included in your packet, with funding terms as described above. The project will need to be separately bid from our current line clearance contract; that proposal will be brought back to the Commission at a future date.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Grid Resilience Program Grant Agreement with the Michigan Department of Environment, Great Lakes, and Energy for Project # MEO-24-059 as presented and AUTHORIZE City Manager Andrew Kuk to sign all necessary documents.

Staff Recommendation:
APPROVE and AUTHORIZE

Information Included in Packet:

1. City of Sturgis Agreement
2. Tree Removal Maps

Noteworthy Meetings / Events

- Chamber Board of Directors Meeting | August 27th
- Airport Local MAP meeting | August 28th
- Don Eaton Visitation | September 3rd
- Chamber Business After Hours – President of GOCC | September 5th

Upcoming Events

- City Commission Meeting | September 9th
- MML Annual Convention | September 11th – September 13th
- Summer's End | Downtown | 5pm-9pm | September 13th
- Willer's 90 Year Celebration | 9:30am-7pm | September 27th
- Barbecue Fest | Downtown | 12pm-7pm | September 28th
- Josh Gracin | SYCA | 7:30pm | September 28th

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City of Sturgis City Commission Work Session

Agenda Item 1

Sturgis ESS PACE Project

September 9, 2024

Agenda

Review Reasons for Project

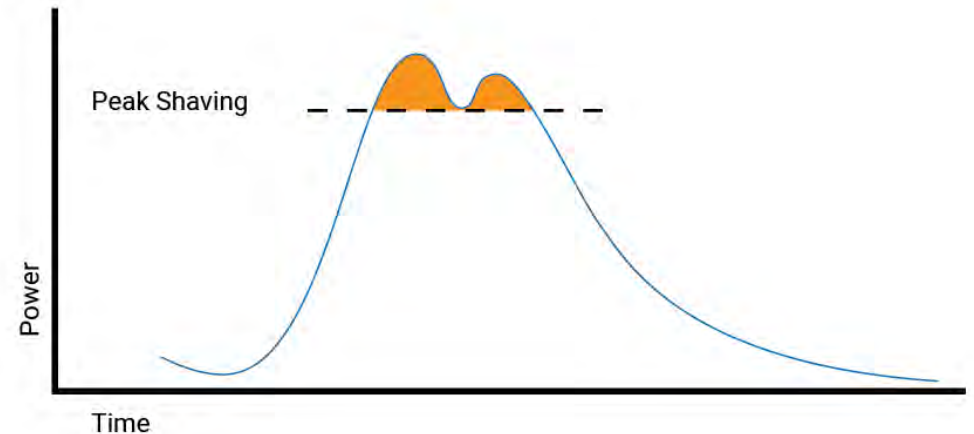
Update on Key Terms/Benefits

Project timeline



What is the benefit to Sturgis?

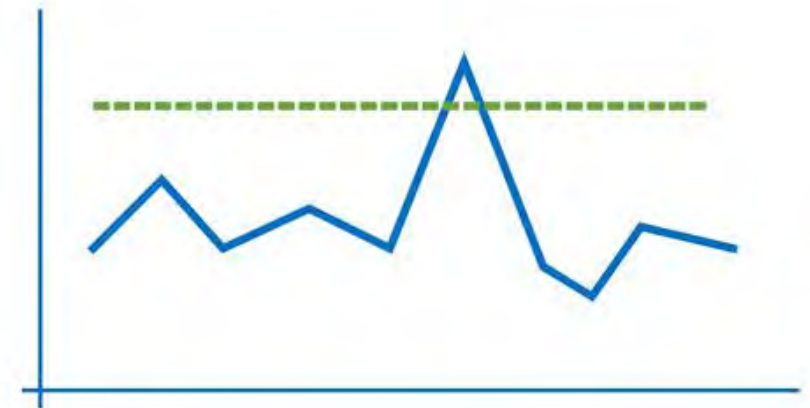
- Dispatchable resource that can be utilized by Sturgis
 - Dispatched for internal emergency purpose for Sturgis
 - Dispatched to shave the transmission peak and 5 coincident peaks for PJM (similar to diesel being dispatched for peak shaving)



Reducing Transmission Costs

In PJM, Network Transmission Customers can reduce their Network Service Peak Load (NSPL) using Non-Retail Behind the Meter Generation (“NRBTMG”).

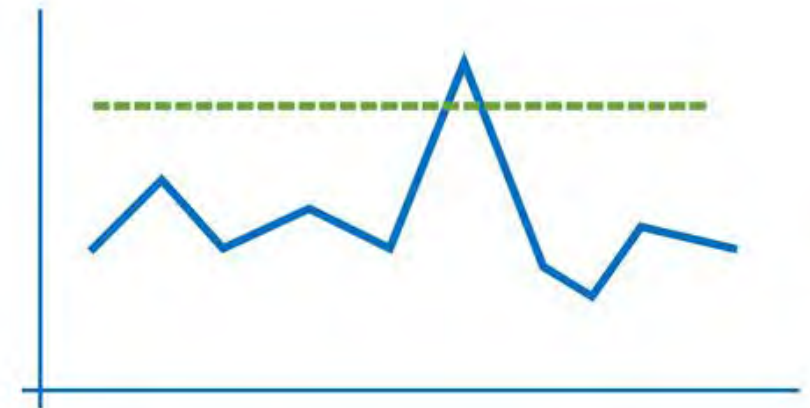
MPPA worked with Sturgis to optimize their NRBTMG generation during forecasted peak load times (i.e., “Peak Shaving”).



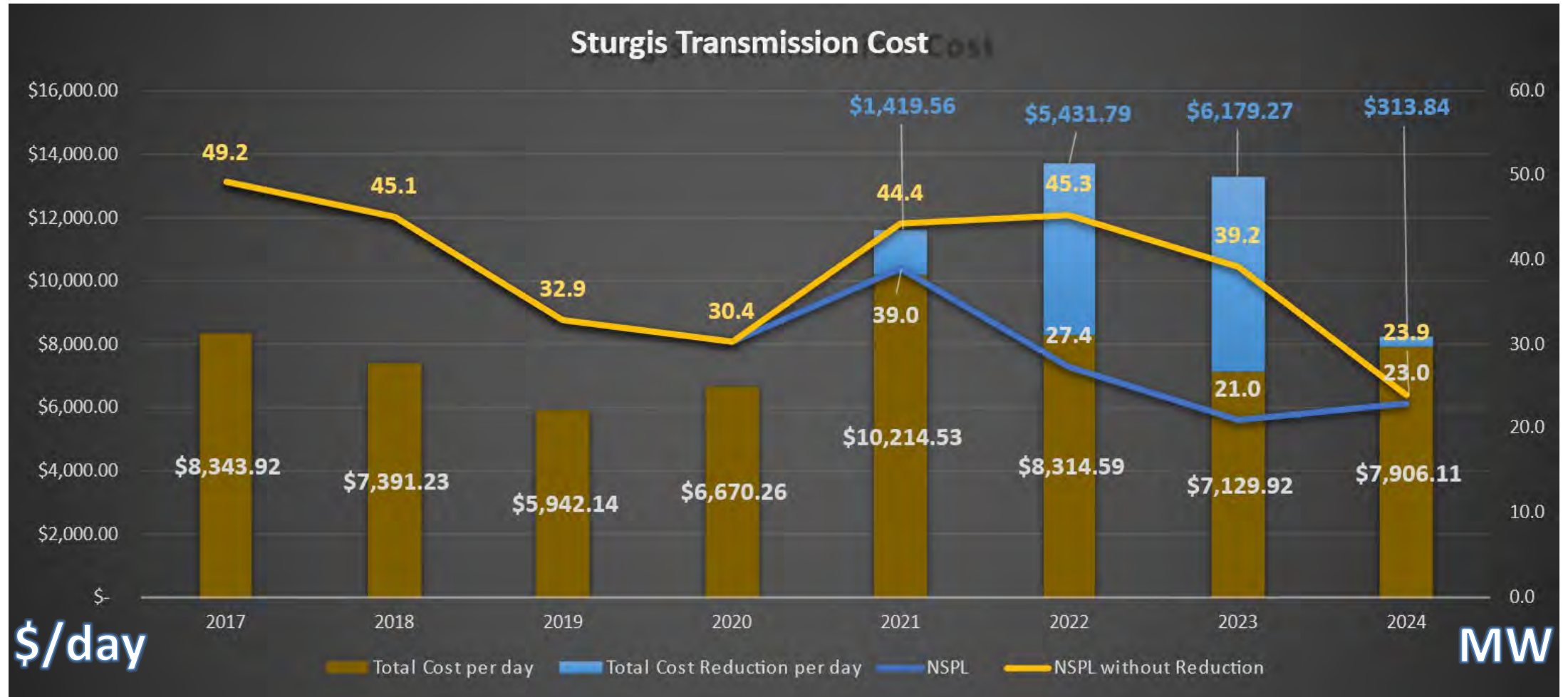
Reducing Resource Adequacy Costs

In PJM, Load Serving Entities can reduce their PJM Coincident Peak, used for determining Resource Adequacy requirement, using Non-Retail Behind the Meter Generation (“NRBTMG”).

MPPA worked with Sturgis to optimize their NRBTMG generation during forecasted peak load times (i.e., “Peak Shaving”).



Sturgis Transmission Cost Savings



2024 NSPL date/time was on 12/23/2022 Hour Ending 1800.

Sturgis Resource Adequacy Cost Savings

PJM Resource Adequacy

- Auction cleared at \$269.92 per MW-day or \$8.21 kw-month for requirement starting June 1, 2025

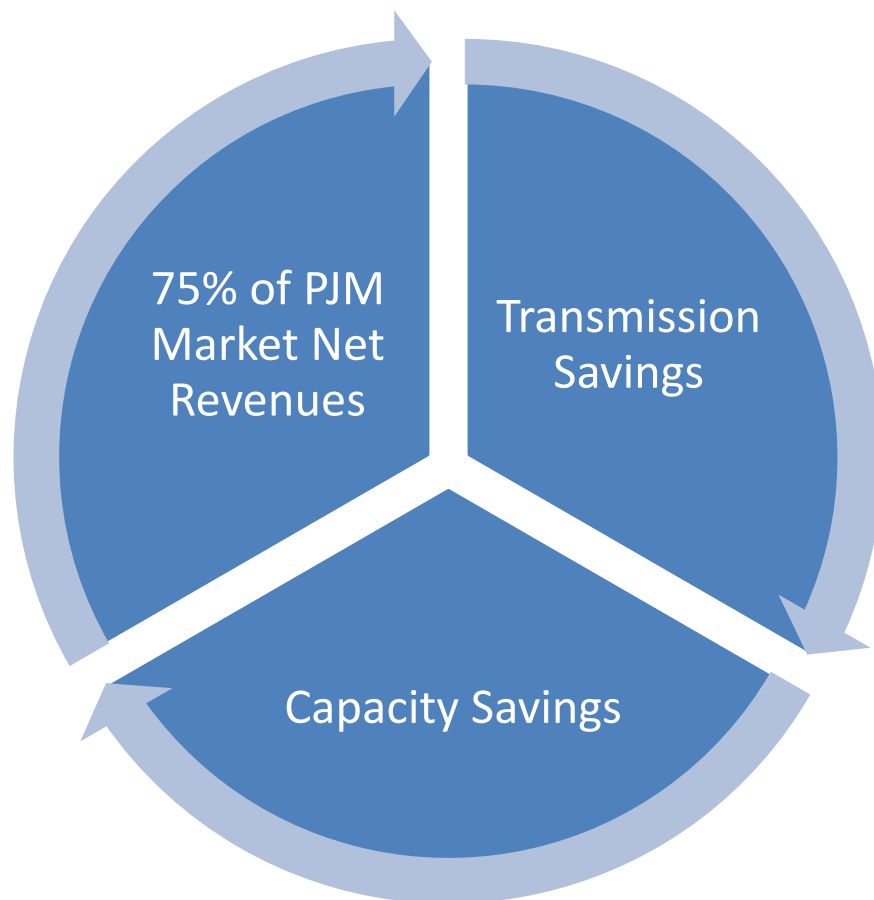
Battery Project Peak Shaving

- Estimated savings of \$916k per year by last auction price

PJM Capacity Market

- this cost increases in the forward term

Commercial Terms



Dispatch Notice

- Allows 160 hours of battery dispatch at full hourly capability
- Dispatch primarily for peak shaving of Transmission and Capacity Coincident Peaks

PJM Market

- Seller registers and performs PJM market functions
- Net revenues shared with Sturgis

Details/Next Steps

Legal Review

- Ongoing review of interconnection and commercial agreements

Conditional Approval

- Expected approval by USDA 4th quarter of this year

Notice to Proceed

- Equipment procurement and construction

Commercial Operation

- Mid-year of 2026

Questions?



Battery Energy Storage System Financial Summary

Year	Cost		Savings		Ancillary Service Revenue Sharing	Total (Cash)	Total (NPV)
	Contract (Prism)	Consultant (Dispatch)	Transmission	Capacity			
1 (2026)	(\$1,336,728)	\$0	\$0	\$0	\$1,661,488	\$324,760	\$310,775
2	(\$1,336,728)	(\$420,422)	\$1,216,000	\$886,109	\$1,546,853	\$1,891,813	\$2,043,165
3	(\$1,336,728)	(\$439,213)	\$1,276,800	\$919,263	\$1,570,544	\$1,990,666	\$3,787,579
4	(\$1,336,728)	(\$457,607)	\$1,340,640	\$947,394	\$1,598,954	\$2,092,653	\$5,542,397
5	(\$1,336,728)	(\$477,041)	\$1,407,672	\$977,533	\$1,651,310	\$2,222,746	\$7,326,042
6	(\$1,336,728)	(\$497,347)	\$1,478,055	\$1,008,678	\$1,703,666	\$2,356,324	\$9,135,453
7	(\$1,336,728)	(\$518,155)	\$1,551,958	\$1,038,818	\$1,756,021	\$2,491,914	\$10,966,582
8	(\$1,336,728)	(\$533,675)	\$1,629,556	\$1,038,818	\$1,808,377	\$2,606,348	\$12,799,327
9	(\$1,336,728)	(\$549,970)	\$1,711,034	\$1,038,818	\$1,860,733	\$2,723,886	\$14,632,242
10	(\$1,336,728)	(\$567,081)	\$1,796,586	\$1,038,818	\$1,882,434	\$2,814,028	\$16,444,273
11	(\$1,336,728)	(\$585,046)	\$1,886,415	\$1,038,818	\$1,904,135	\$2,907,593	\$18,235,928
12	(\$1,336,728)	(\$603,911)	\$1,980,736	\$1,038,818	\$1,925,836	\$3,004,751	\$20,007,721
13	(\$1,336,728)	(\$623,718)	\$2,079,772	\$1,038,818	\$1,947,537	\$3,105,681	\$21,760,169
14	(\$1,336,728)	(\$644,516)	\$2,183,761	\$1,038,818	\$1,969,239	\$3,210,574	\$23,493,791
15	(\$1,336,728)	(\$666,353)	\$2,292,949	\$1,038,818	\$1,972,315	\$3,301,000	\$25,199,485
16 (2041)	N/A	(\$481,519)	\$2,407,596	N/A	N/A	\$1,926,077	\$26,151,871
Total	(\$20,050,920)	(\$8,065,573)	\$26,239,529	\$14,088,336	\$26,759,441	\$38,970,814	\$27,267,908

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 5A



CITY OF
Sturgis
MICHIGAN

For the
Quarter Ended
June 30,
2024

Quarterly
Financial Review



Memo

To: Andrew Kuk, City Manager & City Commission
From: Holly Keyser
Date: September 6, 2024
Re: Third Quarter 2024 Financial Review

June reflects the completion of three quarters of the fiscal year, or 75 percent of the budget. The following funds have been selected for this report and do not include all funds operated by the City as a whole.

Cash Receipts and Disbursements:

During the third quarter deposits in the banking system totaled \$11,844,242 of which \$298,486 was from taxes collected and the rest from utility payments and other revenue to the system. Total disbursements for the third quarter were \$9,236,420 including \$2,124,020 for payroll. The total cash and investment balances are included in the supplemental report.

General Fund:

Revenue is higher than the prior year and on track with the budget. Revenue consists of taxes, Payment in Lieu of Tax (PILOT), state shared revenue, Local Community Stabilization Authority (LCSA), interest, fees for services, administrative reimbursements, and other. Tax revenue is \$2,405,389 compared to \$2,072,431 last year due to the increase in operating tax levy. Local Community Stabilization Authority (LCSA) revenue, which is included in State sources, of \$1,482,461 was received compared to \$1,604,921 last year. The utility PILOT is \$1,411,785 compared to \$1,417,230 last year based upon the approved reduction to six percent of the previous year's utility income. Business licenses are \$81,009 compared to \$71,002 last year for Marihuana application fees. The Marihuana state excise tax for this year is \$413,344 compared to \$414,941 last year based upon seven retail sites. Interest revenue is \$262,902 compared to \$243,634 last year with rates close to five percent. No grant revenue or transfer from the capital reserve has been received yet this year to date as the parking lot project is just now submitting invoices. Total operating expenditures were 67.18 percent of the budget for the year, compared to 72.3 percent last year. Most functional areas are within the 75 percent for the quarter except for brush and leaf pickup at 86.64 percent, due to the seasonal nature of the work. Capital outlay primarily includes engineering for the parking lot project which is anticipated to begin this summer.

Street Funds:

Major and Local Street Fund expenditures are lower than the previous year due to storm sewer cleaning not yet completed. Final billing for West Congress and North Franks Roundabout were processed this quarter. The Street and Sidewalk Fund is different from the previous year due to the change in accounting for the millage rate. North Franks and Main Street projects are in process.

Building Fund:

The Building Fund recognized \$141,089 in building permit fees compared to \$87,634 at this time last year due in part to the changes in fees and the additional roof permits issued due to the hail damage in the summer of 2023. The expenditures are 66.81 percent of the budget for the year.

Sturges-Young Center for the Arts:

Rental revenue, food and liquor sales are tracking with the budget. The performance series yielded \$38,743 in sales compared to the budget of \$50,000; low but somewhat understandable given the first year of the series offering. Through a combination of funding sources, the series is designed to be a net zero in the budget while providing resources for future performances through the SYCA Programming Fund at the Sturgis Area Community Foundation. Although the Center is reflecting a loss of \$92,314 compared to \$119,693 last year, this is largely due to capital outlay for the sound system upgrades which will be offset by grants and capital reserve funding.

Doyle Community Recreation Center:

Overall revenue is down 12 percent from last year after adjusting for transfers. Court rentals are up compared to the previous year while membership revenue is down. Some of this decrease may be due to market competition. Expenditures exceed revenue by \$99,697 compared with net income of \$19,998 last year, partially due to the elimination of the transfer from the General Fund in the current year budget.

Capital Project Fund (Splash Pad and Park Improvements):

The bathroom facility has been installed along with cameras, picnic tables and signage. Total expenditures are slightly over the budget by \$2,155 but this project is complete, with only minor trailing expenditures anticipated to impact this fund.

Ambulance Fund:

Billed claims continue to exceed budgeted estimates. The number of billed claims for the year is 1,050 compared to 783 last year, comparative dollars of \$817,198 and \$362,822 respectively. Bad debt expense of \$151,729 reflects accounts receivable that were written off for collections, death, or inability to collect. Due to a vehicular accident, one of the new ambulances was out of service. The repairs as well as rental for a temporary unit will impact the budget but will be covered by insurance. According to Ambulance Billing Network (ABN), the average payment percentage of total charges has increased from 38.14 percent for calendar year 2022, which began in May, to 47.36 percent for the calendar year 2023. Calendar year-to-date (June) shows the payment percentage at 46.54 percent.

Electric Fund:

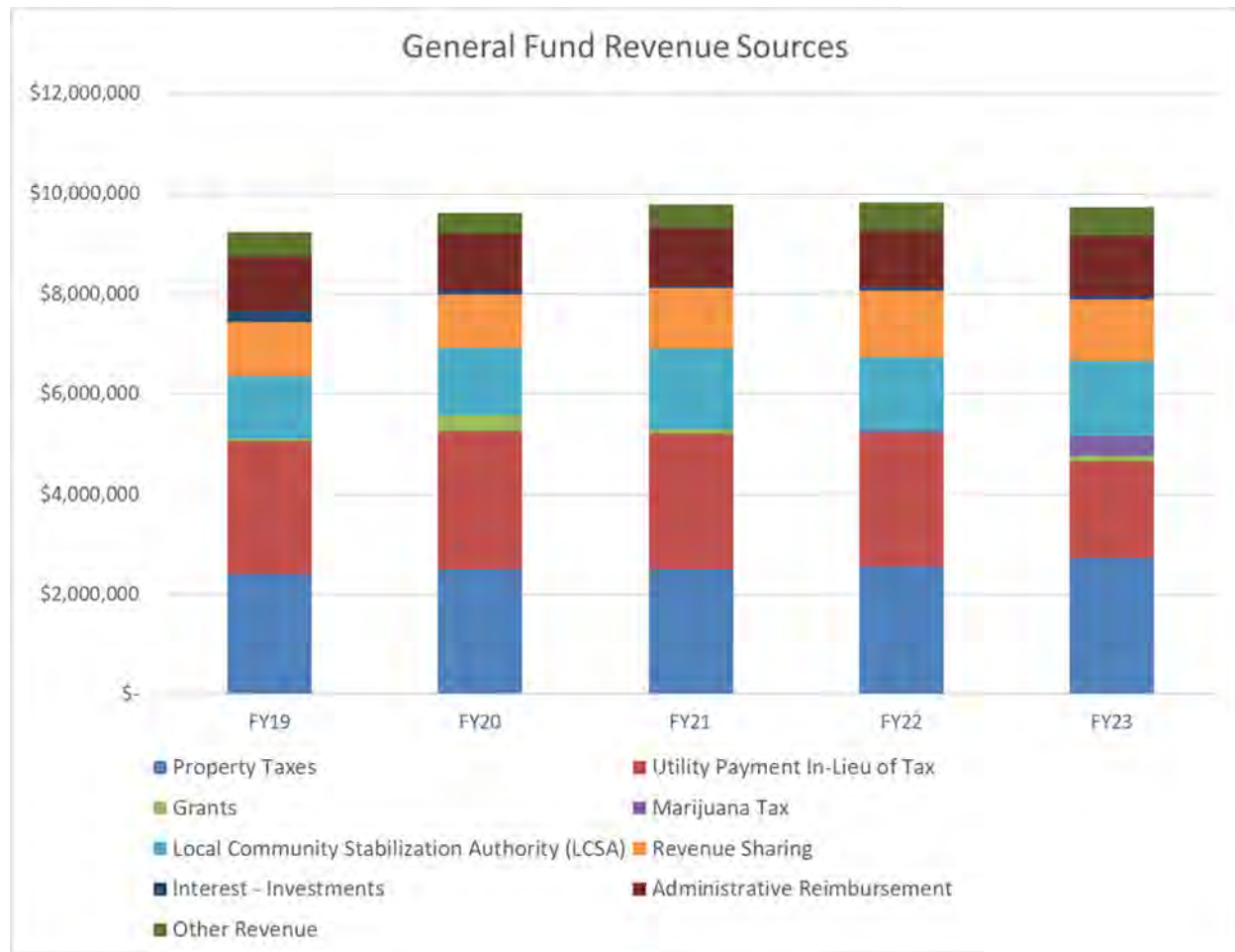
Total energy consumption is up 2.6 percent over the prior year with revenue down 3.8 percent due to credits to the customers for the power cost adjustment. The wholesale cost per kilowatt hour is 5.93 cents compared to 6.53 cents last year with the decrease due to a more favorable market for energy costs. Electric City Solar generation is 17.8 megawatts-hours, approximately 12 percent of the total load. The hydro dam generated 3.5 megawatt-hours with units 1 and 2, approximately 2 percent of the total load. Additional work has been ongoing with units 3 and 4 as well as the SCADA communication project to allow for more automation. The department has been busy working on parking lots 6 and 7 converting all overhead electrical to underground. Various budgeted substation improvement projects are out for bid or underway. New street lighting has been completed on Ohio Court and North Franks. Expenses were \$16.2 million compared to \$16.9 million last year, primarily due to decreased purchased power costs. The change in net position is \$3,490,018 compared to \$3,232,529 last year.

Sewer Fund:

Through June, sewer revenue is up 5.3 percent due in part to a 2.5 percent rate increase. Net income (change in net position) is \$570,819 compared to \$500,112 last year. Planned system improvements to the collection system and treatment plant are ongoing. The refurbishment of the final clarifiers is complete. The Main Street project is underway now and will show financial impact in the last quarter.

Water Fund:

Gallons billed in the water fund are flat compared to the previous year. Water revenue is up 6.9 percent tracking with the approved rate increase. Operating revenue is \$1,667,593 compared to \$1,684,735 last year. Through June, total expenses of \$1,471,420 were realized compared to \$1,661,924 in the previous year, resulting in a net income of \$196,174 compared to \$22,811 in the previous year. Water system improvements in process include planning for Main Street as well as lead service line replacements. 45 lead services were removed/replaced in calendar year 2023. Several employees recently passed the State Water Certification. This is a great achievement for the department.



CITY OF STURGIS, MICHIGAN

Cash and Investments

Cash and Investment Balances

For the Quarter Ended June 30, 2024

Fund	Cash Balance	Investment Balance
Operating Funds:		
General fund	\$ (3,057,880)	\$ 8,459,130
Street repair	74,834	-
Major street	336,860	1,775,357
Local street	496,309	367,355
Street and sidewalk improvement	393,102	2,097,791
Cemetery	(17,570)	-
Drug enforcement	2,956	-
Airport	286,541	-
Brownfield Redevelopment Authority	273,247	-
Economic development	51,250	-
Building department	338,675	-
LDFA	306,929	-
Housing department	25,095	-
Sturges-Young Center for the Arts	62,603	-
Parks and recreation	48,194	-
Doyle Community Center	72,949	-
Opium Settlement Fund	49,533	-
Capital reserve	66,277	1,464,527
Capital reserve - 2016	51,073	-
Ambulance	130,532	-
Electric	2,317,987	21,832,098
Sanitary sewer	720,324	6,085,566
Water	118,811	1,159,451
Economic development loan	-	-
Motor vehicle	338,520	1,912,845
Employee benefit	168,233	-
Total operating funds	3,655,383	45,154,119
Restricted accounts:		
General fund	26,874	-
Building Authority	221,088	3,112,567
Electric	1,685,524	-
Employee benefit	10,258	-
Trust and agency	152,896	-
Workers compensation	(54,402)	-
Cemetery trust	3,551	462,516
Endowment Fund	-	175,869
Pension trust	(96,732)	45,915,649
OPEB	-	9,560,266
Total restricted accounts	1,949,058	59,226,866
	\$ 5,604,441	\$ 104,380,986

Note: All investments are shown at market value.

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual - General Fund
For the Quarter Ended June 30, 2024
Percentage of the Year Complete

75.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Revenues					
Property taxes	\$ 3,222,040	\$ 2,405,389	\$ (816,651)	74.7%	\$ 2,072,431
Payment in lieu of taxes	1,904,380	1,411,785	(492,595)	74.1%	1,417,230
Federal sources	2,050,000	8,852	(2,041,148)	0.4%	11,986
State sources	3,308,072	2,855,773	(452,299)	86.3%	3,166,649
Licenses and permits	95,500	81,009	(14,491)	84.8%	71,002
Charges for service	224,500	152,909	(71,591)	68.1%	126,775
Fines and forfeitures	23,000	10,053	(12,947)	43.7%	8,288
Interest income	100,000	262,902	162,902	262.9%	243,634
Administrative reimbursement	1,299,360	972,090	(327,270)	74.8%	896,400
Other income	291,000	195,863	(95,137)	67.3%	179,589
Total revenues	12,517,852	8,356,626	(4,161,226)	66.8%	8,193,984
Expenditures					
General government:					
City commission	53,030	31,829	(21,201)	60.0%	36,736
City manager	335,540	174,935	(160,605)	52.1%	246,393
Elections	30,120	9,995	(20,125)	33.2%	13,374
Assessor	70,180	52,409	(17,771)	74.7%	53,498
Attorney	144,820	88,614	(56,206)	61.2%	105,776
Controller	620,270	464,578	(155,692)	74.9%	412,406
Clerk/Treasurer	275,390	184,231	(91,159)	66.9%	227,988
City Hall and grounds	106,760	72,312	(34,448)	67.7%	70,382
Information technology	164,350	114,314	(50,036)	69.6%	-
Total general government	1,800,460	1,193,218	(607,242)		1,166,552
Public safety:					
Police	3,442,104	2,453,532	(988,572)	71.3%	2,400,280
Fire	1,897,718	1,314,016	(583,702)	69.2%	1,336,742
Total public safety	5,339,822	3,767,548	(1,572,274)		3,737,022
Community development:					
Property maintenance	139,002	114,579	(24,423)	82.4%	109,785
Planning and zoning	119,322	79,395	(39,927)	66.5%	76,072
Total community development	258,324	193,974	(64,350)		185,856
Public works:					
Brush and leaf	186,534	161,607	(24,927)	86.6%	156,258
Engineering	217,454	117,262	(100,192)	53.9%	109,446
Parking	83,884	43,400	(40,484)	51.7%	42,129
Street lighting	63,636	48,555	(15,081)	76.3%	45,450
Recycling	77,520	58,387	(19,133)	75.3%	58,428
Total public works	629,028	429,211	(199,817)		411,711

continued...

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual - General Fund

For the Quarter Ended June 30, 2024

Percentage of the Year Complete 75.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Health and welfare:					
Social services	2,040	500	(1,540)	24.5%	200
Recreation and cultural:					
Parks maintenance	\$ 472,536	\$ 326,594	\$ (145,942)	69.1%	\$ 361,121
Depot Museum	15,000	8,287	(6,713)	55.2%	9,687
Other recreation and cultural	198,960	81,427	(117,533)	40.9%	176,423
Total recreation and cultural:	686,496	416,308	(270,188)		547,230
Total expenditures	8,716,170	6,000,759	(2,715,411)	68.8%	6,048,572
Revenues over expenditures	3,801,682	2,355,868	(1,445,814)		2,145,412
Other financing sources (uses)					
Transfers in	660,000	-	(660,000)	0.0%	-
Transfer for debt service	(291,663)	(145,832)	145,832	50.0%	-
Transfer of State Marijuana Tax	(400,000)	(200,000)	200,000	50.0%	-
Transfers out	(1,206,620)	(904,968)	301,652	75.0%	(1,139,148)
Total other financing uses	(1,238,283)	(1,250,800)	(12,516)		(1,139,148)
Capital outlay					
Capital outlay	2,699,000	239,505	(2,459,495)	8.9%	317,229
Net changes in fund balance	(135,601)	865,563	\$ 1,001,164		\$ 689,035
Fund balance, beginning of year	3,213,521	3,213,521			
Fund balance, end of year	\$ 3,077,920	\$ 4,079,084			

concluded

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual - Sturges-Young Center for the Arts

For the Quarter Ended June 30, 2024

Percentage of the Year Complete 75.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Revenues					
Admissions and rents	\$ 129,000	\$ 62,047	\$ (66,953)	48.1%	\$ 49,863
Contributions and fundraisers	321,000	59,997	(261,004)	18.7%	32,344
Charges for service	2,000	1,361	(639)	68.0%	1,075
Food sales	20,000	14,691	(5,309)	73.5%	8,339
Liquor sales	25,100	20,742	(4,358)	82.6%	10,088
Investment income	1,000	1,227	227	122.7%	1,320
Other income	103,500	57,922	(45,578)	56.0%	16,057
Total revenues	601,600	217,986	(55,657)	36.2%	36,880
Expenditures					
Wages	183,360	110,115	(73,245)	60.1%	105,299
Benefits	54,232	39,156	(15,076)	72.2%	39,208
Supplies	43,520	30,173	(13,347)	69.3%	25,001
Services	290,810	231,354	(59,456)	79.6%	158,403
Debt service	57,940	31,856	(26,084)	55.0%	43,458
Fundraising	7,500	5,034	(2,466)	67.1%	6,568
Other expenditures	50,000	-	(50,000)	0.0%	-
Capital outlay	446,759	73,167	(373,592)	16.4%	214,176
Administrative reimbursement	21,960	16,470	(5,490)	75.0%	16,470
Total expenditures	1,156,081	537,326	(618,755)	46.5%	608,583
Revenues over (under) expenditures	(554,481)	(319,339)	563,098		(571,703)
Other financing sources (uses)					
Transfers in	481,500	227,025	(254,475)	47.1%	452,010
Total other financing uses	481,500	227,025	(254,475)		452,010
Net changes in fund balance	(72,981)	(92,314)	\$ 308,623		\$ (119,693)
Fund balance, beginning of year	150,509	130,848			
Fund balance, end of year	\$ 77,528	\$ 38,533			

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual - Doyle Community Center

For the Quarter Ended June 30, 2024

Percentage of the Year Complete 75.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Revenues					
Programming	\$ 63,000	\$ 46,849	\$ (16,151)	74.4%	\$ 47,060
Memberships	440,000	276,883	(163,117)	62.9%	320,469
Rentals	53,400	50,189	(3,211)	94.0%	46,486
Food sales	4,000	877	(3,123)	21.9%	7,470
Contributions and fundraisers	26,000	1,119	(24,881)	4.3%	3,626
Investment income	1,000	1,383	383	138.3%	888
Other income	4,800	(336)	(5,136)	-7.0%	2,624
Total revenues	592,200	376,964	(215,236)	63.7%	428,624
Expenditures					
Wages	240,980	179,198	(61,782)	74.4%	172,579
Benefits	90,980	73,078	(17,903)	80.3%	69,256
Supplies	48,500	38,300	(10,200)	79.0%	34,769
Services	170,840	129,715	(41,125)	75.9%	143,042
Transportation	1,812	1,359	(453)	75.0%	1,296
Debt service	33,660	22,158	(11,502)	65.8%	24,786
Capital outlay	95,000	12,154	(82,846)	12.8%	56,709
Administrative reimbursement	27,600	20,700	(6,900)	75.0%	16,470
Total expenditures	709,372	476,661	(232,711)	67.2%	518,906
Revenues over (under) expenditures	(117,172)	(99,697)	17,475		(90,282)
Other financing sources (uses)					
Transfers in	55,000	-	(55,000)	0.0%	110,280
Net changes in fund balance	(62,172)	(99,697)	\$ (37,525)		\$ 19,998
Fund balance, beginning of year	133,830	133,830			
Fund balance, end of year	\$ 71,658	\$ 34,133			

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Ambulance Fund

For the Quarter Ended June 30, 2024

Percentage of the Year Complete 75.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Operating revenues					
Federal grants	\$ -	\$ -	\$ -	0.0%	303,409
Charges for services	750,000	746,702	(3,298)	99.6%	567,207
Contractual write-down	(450,000)	(276,657)	173,343	61.5%	(164,500)
Total operating revenues	300,000	470,045	170,045	156.7%	402,706
Operating expenses					
General and administration	468,550	377,604	(90,946)	80.6%	326,903
Material and maintenance	63,400	62,524	(876)	98.6%	43,934
Depreciation	68,029	51,030	(16,999)	75.0%	40,600
Bad debt	-	151,729	151,729	0.0%	-
Total operating expenses	599,979	642,887	42,908	107.2%	411,437
Operating income (loss)	(299,979)	(172,842)	127,137		(8,730)
Nonoperating income (expense)					
Interest expense	(9,000)	(6,154)	(2,846)	68.4%	(6,915)
Interest revenue	-	493	493	0.0%	(150)
Total nonoperating income (expense)	(9,000)	(5,660)	3,340	62.9%	(7,065)
Net income (loss)	(308,979)	(178,502)	130,477		(15,795)
Other financing sources (uses)					
Transfers in	312,000	234,000	(78,000)	75.0%	-
Change in net position	\$ 3,021	\$ 55,498	\$ 52,477		\$ (15,795)

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Electric Fund
For the Quarter Ended June 30, 2024
Percentage of the Year Complete

75.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Operating revenues					
Fiber network	\$ 23,000	\$ 15,856	\$ (7,144)	68.9%	\$ 15,856
Power sales	23,313,000	18,555,022	(4,757,978)	79.6%	17,132,035
PCAF	2,750,000	(303,414)	(3,053,414)	-11.0%	1,852,809
Energy optimization	198,000	145,634	(52,366)	73.6%	146,200
Reconnect fees	40,000	25,950	(14,050)	64.9%	24,835
Changes for services	-	2,879	2,879	0.0%	(2,000)
Security light fees	70,000	49,757	(20,243)	71.1%	48,138
Street light	54,000	48,555	(5,445)	89.9%	45,400
Late charges	90,000	113,228	23,228	125.8%	80,727
Library building reimbursement	20,000	4,072	(15,928)	20.4%	8,582
Interest rebate	34,000	8,353	(25,647)	24.6%	10,765
Other income	300,000	81,964	(218,036)	27.3%	100,304
Total operating revenues	26,892,000	18,747,856	(8,144,144)	69.7%	19,463,650
Operating expenses					
General and administration	3,367,858	2,228,222	(1,139,636)	66.2%	1,896,867
Diesel plant	638,966	334,866	(304,100)	52.4%	337,670
Purchased power	14,141,545	8,524,202	(5,617,343)	60.3%	9,336,207
Hydro	542,510	319,413	(223,097)	58.9%	303,322
Substation	154,650	56,364	(98,286)	36.4%	145,528
Transmission	31,190	17,096	(14,094)	54.8%	24,915
Fiber	10,000	-	(10,000)	0.0%	-
Trunkline	1,000	830	(170)	83.0%	675
Distribution	2,079,854	1,465,336	(614,518)	70.5%	1,403,546
Transformers	56,410	28,962	(27,448)	51.3%	32,081
Secondary	44,460	20,239	(24,221)	45.5%	21,137
Street lighting	121,970	164,217	42,247	134.6%	113,293
Economic development	218,930	74,092	(144,838)	33.8%	128,135
Metro area network	29,390	7,709	(21,681)	26.2%	7,662
Meter reading	426,200	262,970	(163,230)	61.7%	303,399
Maintenance building	245,180	147,505	(97,676)	60.2%	275,656
West Street properties	26,190	9,145	(17,045)	34.9%	9,166
Depreciation	1,920,000	1,440,000	(480,000)	75.0%	1,440,000
In lieu of tax payments	1,541,820	1,156,365	(385,455)	75.0%	1,148,355
Total operating expenses	25,598,123	16,257,531	(9,340,592)	63.5%	16,927,616
Operating income (loss)	1,293,877	2,490,325	1,196,448		2,536,034

continued...

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Electric Fund
For the Quarter Ended June 30, 2024
Percentage of the Year Complete

75.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Nonoperating income (expense)					
Interest expense	\$ (61,200)	\$ (45,900)	\$ (15,300)	75.0%	\$ (45,900)
Interest revenue	200,000	857,309	657,309	428.7%	578,155
Rent rev	116,000	124,384	8,384	107.2%	102,410
Total nonoperating income (expense)	254,800	935,793	680,993	367.3%	634,665
Net income (loss)	1,548,677	3,426,118	1,877,441		3,170,699
Other financing sources (uses)					
Transfers in	85,200	63,900	(21,300)	75.0%	61,830
Change in net position	\$ 1,633,877	\$ 3,490,018	\$ 1,856,141		\$ 3,232,529

concluded

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Sanitary Sewer Fund

For the Quarter Ended June 30, 2024

Percentage of the Year Complete 75.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Operating revenues					
Wastewater sales	\$ 2,255,170	\$ 1,770,988	\$ (484,182)	78.5%	\$ 1,671,946
Customer charge	1,397,580	1,088,256	(309,324)	77.9%	1,040,131
Interest rebate	3,000	890	(2,110)	29.7%	1,147
Other income	28,080	17,974	(10,106)	64.0%	61,356
Total operating revenues	3,683,830	2,878,108	(805,722)	78.1%	2,774,581
Operating expenses					
General and administration	930,666	593,278	(337,388)	63.7%	526,244
Wastewater treatment plant	1,276,500	772,073	(504,427)	60.5%	711,197
Depreciation	1,177,600	883,197	(294,403)	75.0%	883,197
In lieu of tax payments	219,960	164,970	(54,990)	75.0%	179,190
Total operating expenses	3,604,726	2,413,518	(1,191,208)	67.0%	2,299,828
Operating income (loss)	79,104	464,590	385,486		474,752
Nonoperating income (expense)					
Interest expense	(115,800)	(86,850)	(28,950)	75.0%	(86,850)
Interest revenue	68,970	145,737	76,767	211.3%	66,815
Rent rev	1,592	542	(1,050)	34.0%	1,592
Total nonoperating income (expense)	(45,238)	59,429	104,667	-131.4%	(18,443)
Net income (loss)	33,866	524,019	490,153		456,309
Other financing sources (uses)					
Transfers in	62,400	46,800	(15,600)	75.0%	43,803
Change in net position	\$ 96,266	\$ 570,819	\$ 474,553		\$ 500,112

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Water Fund

For the Quarter Ended June 30, 2024

Percentage of the Year Complete

75.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Operating revenues					
Water sales	\$ 931,986	\$ 709,032	\$ (222,954)	76.1%	656,848
Meters and taps	10,000	10,828	828	108.3%	26,043
Customer charge	1,134,498	876,982	(257,516)	77.3%	828,231
Reconnect fees	5,000	3,324	(1,676)	66.5%	2,855
Interest rebate	3,000	890	(2,110)	29.7%	1,147
Other income	10,000	35,423	25,423	354.2%	7,674
Total operating revenues	2,094,484	1,636,478	(458,006)	78.1%	1,522,797
Operating expenses					
General and administration	520,330	461,590	(58,740)	88.7%	364,976
Material and maintenance	962,514	560,343	(402,171)	58.2%	865,010
Depreciation	442,720	332,037	(110,683)	75.0%	328,752
In lieu of tax payments	120,600	90,450	(30,150)	75.0%	89,685
Total operating expenses	2,046,164	1,444,420	(601,744)	70.6%	1,648,424
Operating income (loss)	48,320	192,058	143,738		(125,626)
Nonoperating income (expense)					
Interest expense	(35,000)	(27,000)	(8,000)	77.1%	(13,500)
Interest revenue	15,000	27,715	12,715	184.8%	17,163
Rent rev	2,300	2,526	226	109.8%	2,467
Total nonoperating income (expense)	(17,700)	3,241	20,941	-18.3%	6,130
Net income (loss)	30,620	195,299	164,679		(119,496)
Capital contributions and grants					
Grants	10,000	875	(9,125)	8.8%	142,308
Other financing sources (uses)					
Transfers in	-	-	-	0.0%	-
Transfers out	-	-	-	0.0%	-
Total other financing uses	-	-	-		-
Change in net position	\$ 40,620	\$ 196,174	\$ 155,554		\$ 22,811

CITY OF STURGIS, MICHIGAN

Statement of Revenues & Expenditures

Governmental Funds

For the Quarter Ended June 30, 2024

Percentage of the Year Complete 75.00%

	Final Revenue Budget	Current Revenue Year to Date	Percent of Budget Earned	Final Expenditure Budget	Actual Expenditure Year to Date	Percent of Budget Used
Fund						
General fund	\$13,177,852	\$ 8,356,626	63.41%	\$13,313,453	\$ 7,491,063	56.27%
Street repair	-	27,645	0.00%	-	-	0.00%
Major street	1,146,650	921,320	80.35%	1,107,850	496,910	44.85%
Local street	898,000	665,965	74.16%	788,760	384,113	48.70%
Sidewalk and street repair	972,800	1,001,439	102.94%	2,217,461	122,976	5.55%
Cemetery	369,835	196,006	53.00%	373,358	227,878	61.03%
Drug enforcement	-	24	0.00%	2,500	-	0.00%
Airport	287,905	185,395	64.39%	394,772	214,834	54.42%
Brownfield Redevelopment Authority	210,143	-	0.00%	222,634	-	0.00%
Building department	70,500	143,639	203.74%	182,272	121,783	66.81%
Local Development Finance Authority	943,216	64,385	6.83%	1,005,000	430,944	42.88%
Building Authority	691,663	458,398	66.27%	691,913	128,581	18.58%
Housing department	70,020	70,339	100.46%	69,880	48,622	69.58%
Sturges-Young Center for the Arts	1,083,100	445,011	41.09%	1,156,081	537,326	46.48%
Recreation	255,800	189,277	73.99%	256,690	157,450	61.34%
Doyle Community Center	647,200	376,964	58.25%	709,372	476,661	67.19%
Opium Settlement Fund	20,693	26,015	125.72%	-	-	0.00%
Capital reserves (combined)	12,000	43,374	361.45%	1,173,667	243,123	20.71%
Total	<u>\$20,857,377</u>	<u>\$13,171,823</u>		<u>\$23,665,663</u>	<u>\$11,082,264</u>	

For internal use only. These financial statements have not been audited, and no assurance is provided.

CITY OF STURGIS, MICHIGAN

Statement of Revenues & Expenses

Enterprise and Internal Service Funds

For the Quarter Ended June 30, 2024

Percentage of the Year Complete 75.00%

	Final Revenue Budget	Actual Revenue Year to Date	Percent of Budget Earned	Final Expense Budget	Actual Expense Year to Date	Percent of Budget Used
Fund						
Electric	\$27,293,200	\$19,793,450	72.52%	\$25,659,323	\$16,303,431	63.54%
Sanitary sewer	3,816,792	3,071,187	80.47%	3,720,526	2,500,368	67.20%
Water	2,121,784	1,667,593	78.59%	2,081,164	1,471,420	70.70%
Motor vehicle	1,471,928	1,091,924	74.18%	1,325,510	946,103	71.38%
Workers compensation	106,000	80,824	76.25%	121,080	84,645	69.91%
Employee benefit	3,078,100	2,096,328	68.10%	3,130,480	2,507,558	80.10%
Ambulance	612,000	704,539	115.12%	608,979	649,041	106.58%
Total	<u>\$38,499,804</u>	<u>\$28,505,845</u>		<u>\$36,647,062</u>	<u>\$24,462,566</u>	

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, AUGUST 28, 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 Comm. Mullins.

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

Commissioners absent: None

Also present: City Attorney, City Manager, City Engineer, DPS Director, Public Safety Director, Electric Department Superintendent, Deputy Fire Chief, SYCA Director, City Clerk

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

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of August 28, 2024 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the August 14, 2024 regular meeting as presented.

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$2,178,423.83 as presented.

C. 2024 Oak Lawn Cemetery Tours

- APPROVE Oak Lawn Cemetery tours on September 7th and 8th as presented.

D. 2024 Homecoming Parade and Fireworks

- APPROVE the request of Sturgis High School for the 2024 Homecoming Parade on October 11th and AUTHORIZE Deputy Director Fire Operations Andy Strudwick to approve the fireworks display as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve the electric rates for billings beginning on October 1, 2024, October 1, 2025, October 1, 2026, and October 1, 2027, as presented.
Voting yea: Seven Voting nay: Smith MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve the wastewater and water rates for billings beginning on October 1, 2024, October 1, 2025, and October 1, 2026, as presented.

Voting yea: Seven Voting nay: Smith MOTION CARRIED

City Clerk/Treasurer Kenneth Rhodes provided information on the building shell purchased by Clark Logistics and the investment to complete the building.

Riley Lumoski, Southwest Michigan First, explained that the current application is for a speculative building and will be revised when a tenant is identified.

Mayor Perez closed the Public Hearing.

Moved by Comm. Hile and seconded by Comm. Smith to adopt the Resolution approving an Industrial Facilities Exemption Certificate for Clark Logistics Group XXVIII as presented.

Voting yea: Eight Voting nay: None MOTION CARRIED

WHEREAS, Clark Logistics Group XXVIII in conformity with Act 198 of the Public Acts of 1974, as amended (Act 198) has submitted an application providing all information and requirements necessary for granting of an Industrial Facilities Exemption Certificate by the City of Sturgis, County of St. Joseph, State of Michigan Clark Logistics Group XXVIII, and

WHEREAS, on November 26, 1986, the City Commission established the Industrial Development District for the industrial property of Clark Logistics Group XXVIII and

WHEREAS, the Sturgis City Assessor, and representatives of all affected taxing units were notified by certified mail of the time and place of the hearing on the application, and

WHEREAS, a hearing was held by the Sturgis City Commission providing the Assessor, and representatives of all affected taxing units the opportunity to be heard as required by the statute, and

WHEREAS, comments on granting of the Industrial Facilities Exemption Certificate have been heard and considered, and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the (governmental unit), after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

WHEREAS, it is hereby found and determined by the Sturgis City Commission that the granting of this Industrial Facilities Exemption Certificate, considered together with the aggregate amount of the Industrial Facilities Exemption Certificates previously granted and currently in force under Act No.

198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Sturgis, or of impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the City of Sturgis, and

WHEREAS, the Sturgis City Commission, under Section 16 (1) of Act 198, of the P.A. of 1974 and Act No. 255 of the Public Acts of 1978, as amended, has determined that the length of the Industrial Facilities Exemption Certificate shall remain in force and effect for a period of 12 years.

NOW, THEREFORE BE IT RESOLVED, that the Sturgis City Commission does hereby approve the application of Clark Logistics Group XXVIII for an “Industrial Facilities Exemption Certificate”.

DPS Director Tom Sikorski explained that the Professional Services Agreement with F&V has expired and needs to be extended. An RFQ will be developed and released within the next year. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the Professional Services Agreement between the City of Sturgis and Fleis & VandenBrink Engineering, Inc. and authorize the City Manager, Andrew Kuk to sign the Agreement on behalf of the City.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

DPS Director Tom Sikorski provided information on the RFQs for an engineering firm for the airport related projects. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the selection of Mead & Hunt as the airport engineer for Kirsch Municipal Airport.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

DPS Director Tom Sikorski provided information on the required aerial mapping and LIDAR obstruction data required at the airport. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the proposal to conduct aerial mapping and LIDAR obstruction data collection from Mead & Hunt in the amount of fifteen thousand dollars (\$15,000.00) as presented and authorize the City Manager to sign all necessary documents.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

SYCA Director Jamie Eymer provided information on the marketing consultant and the new agreement for services. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the renewal the Professional Services Agreement with FocalPoint from October 1, 2024 through September 30, 2025 with a five thousand dollar (\$5,000.00) monthly retainer fee as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Public Safety Director Ryan Banaszak provided information on the purchase of a new ambulance, the life cycle of the ambulances, and the difficulties of acquiring an ambulance in an emergency situation. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the proposal from Emergency Vehicles Plus for the purchase of a Ford F-550 4x4 Wheeled Coach Ambulance and associated Stryker Cot and Power Load system in the amount of three hundred seventy-six thousand one hundred thirty-one dollars (\$376,131.00) as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Electric Department Superintendent Chris McArther provided details on the contracts related to line clearance and City tree maintenance. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the amended contract with Plant Growth Management Systems for Right of Way Management services for 2024-2025 as presented and authorize City staff to sign all necessary documents.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve the contract renewal with Treecore, LLC for line clearance services for 2024-2025 as presented and authorize City staff to sign all necessary documents.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve the contract renewal with Asplundh Tree Experts LLC for Public Tree Maintenance services for 2024- 2025 as presented and authorize City staff to sign all necessary documents.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. and seconded by Comm. to go into Closed Session to discuss the potential purchase of property.

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

Voting nay: None

Absent:

MOTION CARRIED

Meeting recessed at 7:28 p.m.

Meeting reconvened at 7:42 p.m.

Moved by Comm. Hile and seconded by Comm. Smith to approve development of a purchase agreement for a property along Bogen and Nottawa Roads in the amount not to exceed \$295,000.00 as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 7:45 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

WORK SESSION - STURGIS CITY COMMISSION
WEDNESDAY, AUGUST 28, 2024
WIESLOCH RAUM – CITY HALL

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

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

Commissioners absent: None

Also present: City Attorney, City Manager, City Engineer, City Clerk

City Manager Andrew Kuk provided information on the existing and proposed configurations of the downtown parking lots. Discussion followed.

The meeting was adjourned at 6:00 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: 9/11/2024 Month: 12

Date	Check#	Vendor	VendorName	Amount
08/22/2024	249866M	06567	HORTON EMERGENCY VEHICLES CO	13,931.97
08/23/2024	249867M	06568	LEADERS RPM	10,390.00
08/30/2024	PR0644M	00061	CITY OF STURGIS PAYROLL	331,049.70
08/22/2024	T16980M	00108	STATE OF MICHIGAN	68,598.32
08/30/2024	T16981M	00062	CITY OF STURGIS-EMPLOYEE INS	71,601.77
08/30/2024	T16982M	00063	CITY OF STURGIS TAX TRANSFER	18,534.78
08/30/2024	T16983M	00064	INTL CITY MGMT ASSOC RETR CORP	9,597.11
08/30/2024	T16984M	00065	DOYLE MEMBERSHIP TRANSFER	2,903.68
08/30/2024	T16985M	03229	CITY OF STURGIS-WORKERS COMP	2,807.18
08/30/2024	T16986M	05123	COMERICA BANK-INST TRUST SERV	29,692.91
08/30/2024	T16987M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,045.94
08/30/2024	T16988M	06190	HEALTH EQUITY/HSA PR TRANSFER	400.00
09/04/2024	T16989M	00197	CITY OF STURGIS UTILITIES	24,215.65
09/12/2024	T16990M	00197	CITY OF STURGIS UTILITIES	14,492.93
09/20/2024	T16991M	00197	CITY OF STURGIS UTILITIES	26,139.20
09/20/2024	T16992M	00197	CITY OF STURGIS UTILITIES	5,721.63
09/03/2024	T16993M	04389	FRONTIER COMMUNICATIONS A	121.72
09/05/2024	T16994M	03770	MICHIGAN GAS UTILITIES	42.05
09/05/2024	T16995M	03770	MICHIGAN GAS UTILITIES	41.01
09/12/2024	T16996M	06121	GB SOLAR TE 2020 HOLDINGS LLC	168,842.01
09/11/2024	T16997M	03770	MICHIGAN GAS UTILITIES	66.65
09/12/2024	T16998M	03770	MICHIGAN GAS UTILITIES	61.22
09/12/2024	T16999M	03770	MICHIGAN GAS UTILITIES	52.55
09/11/2024	T17000M	03770	MICHIGAN GAS UTILITIES	12.82
09/12/2024	T17001M	04389	FRONTIER COMMUNICATIONS A	147.08
09/12/2024	T17002M	04389	FRONTIER COMMUNICATIONS A	340.68
09/12/2024	T17003M	04389	FRONTIER COMMUNICATIONS A	26.08
09/12/2024	T17004M	04389	FRONTIER COMMUNICATIONS A	62.07
09/12/2024	T17005M	04389	FRONTIER COMMUNICATIONS A	278.98
09/13/2024	T17006M	04389	FRONTIER COMMUNICATIONS A	62.07
09/11/2024	T17007M	02909	CHARTER COMMUNICATIONS	781.88
09/10/2024	T17008M	04421	AT&T MOBILITY	714.57
09/16/2024	T17009M	04389	FRONTIER COMMUNICATIONS A	604.00
09/24/2024	T17010M	03026	U.S. BANK TRUST N.A.	364,592.16
09/01/2024	T17011M	06290	MEDPRO WASTE DISPOSAL LLC	27.56

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 9/11/2024 Month: 12

08/22/2024	T17012M	01127	STATE OF MICHIGAN	252.67
09/18/2024	T17013M	04389	FRONTIER COMMUNICATIONS A	258.66
08/26/2024	T17014M	04197	MI PUBLIC POWER AGENCY	170,915.43
09/01/2024	T17015M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
09/01/2024	T17016M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
09/01/2024	T17017M	00449	CENTURY BANK & TRUST	6,221.68
09/01/2024	T17018M	04088	BLUE CROSS BLUE SHIELD OF MI	21,485.50
09/01/2024	T17019M	06138	MUTUAL OF OMAHA INSURANCE CO	5,401.82
09/27/2024	T17020M	05033	HUNTINGTON NATIONAL BANK	563,331.25
08/01/2024	T17021M	04088	BLUE CROSS BLUE SHIELD OF MI	49,350.78
08/01/2024	T17022M	04088	BLUE CROSS BLUE SHIELD OF MI	14,680.70
08/01/2024	T17023M	04088	BLUE CROSS BLUE SHIELD OF MI	102,872.38
08/02/2024	T17024M	04088	BLUE CROSS BLUE SHIELD OF MI	14,837.34
08/09/2024	T17025M	04088	BLUE CROSS BLUE SHIELD OF MI	42,323.27
Manual Total				2,168,867.60
09/11/2024	249868	00110	A & K PRINTING & POOLS	650.00
09/11/2024	249869	00066	ACTION QUICK PRINT PLUS	650.00
09/11/2024	249870	05707	ADRIAN ENVIRONMENTAL LLC	54.80
09/11/2024	249871	00002	ALL-PHASE ELECTRIC SUPPLY	970.58
09/11/2024	249872	05986	ALPHA BUILDING CENTER-NOTTAWA	49.00
09/11/2024	249873	06119	AMAZON.COM SALES INC	2,525.01
09/11/2024	249874	03635	AMERICAN HEALTH RESOURCES INC	525.20
09/11/2024	249875	05506	AMERITRUST GROUP	50.00
09/11/2024	249876	03576	ARROW SERVICES INC	83.00
09/11/2024	249877	04712	ART IT IS FRAMING	2,024.00
09/11/2024	249878	02292	ASPLUNDH TREE EXPERT CO	10,824.83
09/11/2024	249879	00296	AUTUM D AND AARON A ZIMMERMAN	65.06
09/11/2024	249880	05192	AVENTRIC TECHNOLOGIES LLC	4,160.00
09/11/2024	249881	05640	BECKETT & RAEDER	187.50
09/11/2024	249882	06117	BENITA ANN LEWIS	60.00
09/11/2024	249883	00296	BERNARD D GOBLE	69.80
09/11/2024	249884	00072	BIRD, SCHESKE, REED & BEEMER,	8,613.64
09/11/2024	249885	00132	BOFA INC	82.80
09/11/2024	249886	00006	BOLAND TIRE INC	1,495.98
09/11/2024	249887	03327	BOUND TREE MEDICAL LLC	377.45
09/11/2024	249888	03343	BYLER ELECTRIC INC	282.00
09/11/2024	249889	00364	CAROL DUSTIN	260.00

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 9/11/2024 Month: 12

09/11/2024	249890	04673	CDW GOVERNMENT LLC	1,015.84
09/11/2024	249891	06566	CITY OF PETOSKEY	15,675.00
09/11/2024	249892	06325	COTTIN'S HARDWARE	393.44
09/11/2024	249893	06019	CRONKHITE CEMETERY SERVICES	7,000.00
09/11/2024	249894	06158	CULLIGAN WATER OF STURGIS	86.00
09/11/2024	249895	05159	EASI FILE	3,304.09
09/11/2024	249896	03894	EASTCOAST ENTERTAINMENT INC	2,500.00
09/11/2024	249897	03954	TITAN AVIATION FUELS	35,238.07
09/11/2024	249898	06361	ECOLAYERS INC	775.00
09/11/2024	249899	00769	EMERGENCY VEHICLE PRODUCTS INC	550.00
09/11/2024	249900	04955	ENVIRO-CLEAN	6,158.00
09/11/2024	249901	05745	ERICA VARGAS SARCO	40.00
09/11/2024	249902	00169	FASTENAL COMPANY	243.72
09/11/2024	249903	05151	FAWN RIVER MECHANICAL LLC	215.00
09/11/2024	249904	05490	FERGUSON WATERWORKS #3386	4,939.67
09/11/2024	249905	05583	FITNESS THINGS INC	225.00
09/11/2024	249906	06287	FOCAL POINT STUDIOS	5,000.00
09/11/2024	249907	04389	FRONTIER COMMUNICATIONS A	6,333.52
09/11/2024	249908	06265	GLOBAL WATER TECHNOLOGY INC	1,628.49
09/11/2024	249909	06367	GMES LLC DBA FARWEST	276.64
09/11/2024	249910	00183	GRAINGER INC	2,421.54
09/11/2024	249911	05586	MARY M HAYLETT	20.00
09/11/2024	249912	00016	WILLIAM A HICKMAN	250.00
09/11/2024	249913	06564	HN SOLUTIONS LLC	5,822.60
09/11/2024	249914	04922	HUTSON ASSESSING INC	5,047.50
09/11/2024	249915	05171	STUART C IRBY CO	600.75
09/11/2024	249916	06199	JANSEN PLUMBING, HEATING &	1,402.40
09/11/2024	249917	00296	JERRY AND LINDA WALLACE	29.38
09/11/2024	249918	00296	JOANN JOHNSON	51.44
09/11/2024	249919	06314	JODIE M JOHNSON	40.00
09/11/2024	249920	05842	JOHN DEERE FINANCIAL	132.28
09/11/2024	249921	06217	JOHN J FLOWERS	40.00
09/11/2024	249922	00296	KARLA Y ARVIZO PINON	8.60
09/11/2024	249923	06482	KENDRICK STATIONERS	5.99
09/11/2024	249924	00212	KSS ENTERPRISES	194.79
09/11/2024	249925	04039	LAKELAND ASPHALT CORP	903.83
09/11/2024	249926	00296	LARRY CRITES	18.32

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 9/11/2024 Month: 12

09/11/2024	249927	00394	LAWSON-FISHER ASSOCIATES PC	17,376.96
09/11/2024	249928	01305	LIBERTY OFFICE PRODUCTS	297.00
09/11/2024	249929	06464	LRS LLC	1,590.26
09/11/2024	249930	06571	M & K JETTING AND TELEVISIONS	27,468.50
09/11/2024	249931	06250	MARANA GROUP	2,533.34
09/11/2024	249932	01391	MCLEAN ENGINEERING	2,364.38
09/11/2024	249933	00635	MCMASTER-CARR SUPPLY COMPANY	339.77
09/11/2024	249934	00833	MICHIGAN ELECTRIC COOPERATIVE	22,628.00
09/11/2024	249935	00880	STATE OF MICHIGAN	185.00
09/11/2024	249936	00024	STATE OF MICHIGAN - MDOT	28,493.96
09/11/2024	249937	05051	MILSOFT UTILITY SOLUTIONS	511.18
09/11/2024	249938	00296	NICOLE BANKS	15.92
09/11/2024	249939	00296	NICOLE L BANKS	84.08
09/11/2024	249940	03080	OTIS ELEVATOR COMPANY	789.48
09/11/2024	249941	05181	PEOPLEFACTS LLC	25.00
09/11/2024	249942	00485	POWER LINE SUPPLY	6,342.42
09/11/2024	249943	05468	PVS TECHNOLOGIES INC	2,973.84
09/11/2024	249944	04251	RAI JETS LLC	1,260.00
09/11/2024	249945	00035	RESCO	6,250.00
09/11/2024	249946	06038	REVOLUTION HEALTH, P.C.	115.00
09/11/2024	249947	06521	RICKETT'S LAWN CARE	2,451.50
09/11/2024	249948	06465	RIGHT STUFF SOFTWARE CORP	17,500.00
09/11/2024	249949	06042	S & S CUSTOM MECHANICAL LLC	9,791.84
09/11/2024	249950	00296	SAMUEL J ROHE	85.25
09/11/2024	249951	06573	SCHUPAN AND SONS INC	60.00
09/11/2024	249952	05765	SELKING INTERNATIONAL	219.45
09/11/2024	249953	00707	SPORTSARAMA INC	424.00
09/11/2024	249954	00296	STEVEN TOEPPER	50.00
09/11/2024	249955	04903	STONECO OF MICHIGAN	141.75
09/11/2024	249956	06487	STURGIS ACE HARDWARE	155.52
09/11/2024	249957	01458	STURGIS AREA CHAMBER	150.00
09/11/2024	249958	00936	STURGIS COMMUNITY POOL	170.00
09/11/2024	249959	05826	STURGIS GLASS LLC	851.83
09/11/2024	249960	00290	STURGIS HOSPITAL	205.00
09/11/2024	249961	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
09/11/2024	249962	05855	STURGIS TROPHY HOUSE	163.50
09/11/2024	249963	00296	SUZANNE L SHOOK	151.28

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 9/11/2024 Month: 12

09/11/2024	249964	06281	T MOBILE USA INC	424.69
09/11/2024	249965	06107	TALIA YEOMAN	280.00
09/11/2024	249966	06450	TECLAB INC	31,272.60
09/11/2024	249967	00046	TELE-RAD INC	478.12
09/11/2024	249968	00296	THOMAS W POLSTON	37.87
09/11/2024	249969	05777	TRACE ANALYTICAL LABORATORIES	1,523.61
09/11/2024	249970	06426	TRACY LIVELY LLC	20.00
09/11/2024	249971	06542	UNDERWATER CONSTRUCTION CORP	8,430.00
09/11/2024	249972	06150	UNITED WHOLESALE GROCERY	756.73
09/11/2024	249973	03331	UTILITIES INSTRUMENTATION SERV	13,977.00
09/11/2024	249974	05659	WARNER OIL COMPANY	1,581.80
09/11/2024	249975	03511	WASTE MANAGEMENT	120.00
09/11/2024	249976	00964	WEST SHORE FIRE INC	590.00
09/11/2024	D02397	04066	BORDEN WASTE-AWAY SERVICE INC	6,401.19
09/11/2024	D02398	02983	CINTAS LOCATION #351	943.33
09/11/2024	D02399	06505	GALLS LLC	328.99
09/11/2024	D02400	00019	KENDALL ELECTRIC INC	527.40
09/11/2024	D02401	03944	LINDE GAS & EQUIPMENT INC	71.44
09/11/2024	D02402	05121	MICKEY'S LINEN	273.63
09/11/2024	D02403	06026	MID-CITY SUPPLY CO INC	100.78
09/11/2024	D02404	06069	NAPA AUTO PARTS	642.09
09/11/2024	D02405	01411	NCL OF WISCONSIN INC	4,380.00
09/11/2024	D02406	06125	THE COPY IMAGE INC	664.90
Automatic Total				375,722.06
Grand Total				2,544,589.66

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 08/25/2024
PR0644M PAYROLL DATE 08/30/2024

GENERAL	\$155,128.83
MAJOR STREET	5,461.32
LOCAL STREET	5,385.49
CEMETERY	6,559.58
AIRPORT	2,381.16
BUILDING	3,568.53
HOUSING DEPARTMENT	176.34
STURGES-YOUNG CENTER FOR THE ARTS	5,950.04
RECREATION	2,796.95
DOYLE RECREATION CENTER	9,399.93
AMBULANCE	12,500.34
ELECTRIC	87,143.31
SEWER	18,043.96
WATER	13,802.73
MOTOR VEHICLE	2,751.19
Payroll Sub-Total	\$331,049.70

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8D

CITY OF STURGIS
ELECTRIC DEPARTMENT
Rates effective for all billings beginning October 1
Approved Rate Schedule

Customer Class	Energy Waste Reduction Surcharge	2024			2025			2026		
		Service Charge	Demand Charge per kW	Energy Charge per kWh	Service Charge	Demand Charge per kW	Energy Charge per kWh	Service Charge	Demand Charge per kW	Energy Charge per kWh
Residential Service - Rate A	\$0.00091 / kWh	\$ 19.00	\$ 4.35	\$ 0.08010	\$ 19.75	\$ 5.75	\$ 0.07810	\$ 20.50	\$ 7.15	\$ 0.07660
Residential Rural Service - Rate B	\$0.00091 / kWh	\$ 25.25	\$ 4.35	\$ 0.08930	\$ 25.50	\$ 5.75	\$ 0.08730	\$ 25.75	\$ 7.15	\$ 0.08580
General Service - Rate C	\$3.67 / meter	\$ 40.50	\$ 9.15	\$ 0.11730	\$ 43.25	\$ 11.15	\$ 0.11380	\$ 46.00	\$ 13.15	\$ 0.11080
Commerical & Industrial - Rate D-Secondary	\$36.62/meter	\$ 152.00	\$ 19.15	\$ 0.07014	\$ 154.00	\$ 18.35	\$ 0.07704	\$ 156.00	\$ 17.55	\$ 0.08444
Commerical & Industrial - Rate D-Primary Svc Discount	\$36.62/meter	\$ 152.00	\$ 18.27	\$ 0.07014	\$ 154.00	\$ 17.52	\$ 0.07704	\$ 156.00	\$ 16.77	\$ 0.08444
Comm & Ind - Rate D Time of Use (TOU)-Secondary	\$36.62/meter	\$ 179.00	\$ 13.05		\$ 181.00	\$ 13.80		\$ 183.00	\$ 14.55	
Comm & Ind - Rate D TOU-Primary Service Discount	\$36.62/meter	\$ 179.00	\$ 12.02		\$ 181.00	\$ 12.77		\$ 183.00	\$ 13.52	
Energy - On Peak kWh				\$ 0.07510			\$ 0.07710			\$ 0.07960
Energy - Off Peak kWh				\$ 0.05610			\$ 0.06360			\$ 0.07160
Energy - Critical Peak kWh				\$ 0.15610			\$ 0.15960			\$ 0.16360
Primary Power Service - Rate PP	\$478.44/meter	\$ 575.00	\$ 19.30	\$ 0.06390	\$ 750.00	\$ 18.40	\$ 0.07040	\$ 925.00	\$ 17.50	\$ 0.07740
Primary Power Service - Rate PP Time of Use	\$478.44/meter	\$ 765.00	\$ 13.65		\$ 880.00	\$ 14.40		\$ 995.00	\$ 15.15	
Demand Charge per kW										
Energy - On Peak kWh				\$ 0.07510			\$ 0.07710			\$ 0.07960
Energy - Off Peak kWh				\$ 0.05610			\$ 0.06360			\$ 0.07160
Energy - Critical Peak kWh				\$ 0.15610			\$ 0.15960			\$ 0.16360
PCAF Base Included in Rates				\$ 0.06600			\$ 0.06600			\$ 0.06600
Projected Average PCAF				\$ 0.00638			\$ 0.00638			\$ 0.00638
Lighting kWh Rate - Average All in per kWh (excluding PCA/customer charge)				\$ 0.12429			\$ 0.13652			\$ 0.14924

The rates specified above shall include a Power Cost Adjustment Factor as detailed in Schedule PCAF-1

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8E

RESOLUTION

TRANSFER OF PROPERTY TO CITY OF STURGIS (Amendment #1 of PA 425 Agreement)

WHEREAS, the City of Sturgis ("City") and the Township of Sturgis ("Township") entered into the First Amendment to Agreement for Conditional Transfer of Property pursuant to 1984 P.A. 425 dated February 19, 2007 ("First Amendment to Agreement"); and the First Amendment to Agreement initially provides for certain parcels to remain under the Township's jurisdiction as described in Exhibit A of the First Amendment to Agreement, and that full jurisdiction over these parcels would transfer immediately to District II of Transferred Area A if any one of several stated events occurs; and

WHEREAS, one of the stated events for the transfer of existing commercial developments to District II of Transferred Area A involves the owner of record of the property ceasing to have title to such real property within the Transferred Area as identified in Exhibit A and shown on Exhibit B, on or after the effective date of the First Amendment to Agreement (February 19, 2007); and

WHEREAS, the owner of record on the effective date of the First Amendment to the Agreement no longer has title to the existing commercial development listed below and, accordingly, full jurisdiction of this parcel has been transferred to District II of Transferred Area A, effective immediately.

NOW THEREFORE, IT IS RESOLVED THAT full jurisdiction for all purposes of the following parcel of land (identified below by a listing of the respective owner, street address, former Township tax parcel number and new tax parcel number assigned by the City) is certified to have been transferred from the Township to the City effective immediately;

<u>Owner</u>	<u>Property Address</u>	<u>Parcel Number (Township)</u>	<u>Parcel Number (City)</u>
Sturgis Hospitality, LLC	71541 M-66	75-015-024-006-01	75-052-777-456-00

Legal Description of the parcels: See Exhibit A.

BE IT FURTHER RESOLVED THAT, in accordance with Section 1 of the First Amendment of Agreement, the City Commission hereby certifies that events have occurred transferring full jurisdiction over said parcel to the City, and the filing of this Resolution and either a similar resolution adopted by the Sturgis Township Board shall be sufficient to evidence the transfer of full jurisdiction over the above parcel to the City.

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to file certified copies of this Resolution with the Township Clerk, the St. Joseph County Clerk and the Office of the Great Seal of the State of Michigan to evidence that the transfer of full jurisdiction to the City of said parcel has occurred for the records of each such office.

Voting Yea: _____

Voting Nay: _____ **Absent:** _____

MOTION CARRIED.

EXHIBIT A

Legal Description of Parcels

<u>Owner</u>	<u>Property Address</u>	<u>Parcel Number (Township)</u>	<u>Parcel Number (City)</u>
Sturgis Hospitality, LLC	71541 M-66	75-015-024-006-01	75-052-777-456-00

Property Description:

Commencing at Southwest Corner of Fractional Section 24, Town 8 South, Range 10 W, Thence S 89° 56' 55" E 294.75 feet, Thence S 89° 32' 44" E along the Indiana / Michigan State Line 388.14 feet, Thence N 00° 00' 30" E 100 feet to the Point of Beginning, Thence N 00° 00' 30" E 199.86 feet, Thence N 89° 31' 30" W 638.68 feet, Thence Southeasterly along the Center Line of Highway M-66 along a 1736.48 foot radius curve to the left an arc distance of 161.31 feet (Chord Bearing S 15° 33' 54.2" E a distance of 161.25 feet), Thence S 89° 32' 44" E 79.08 feet, Thence S 45.19 feet, Thence S 89° 32' 44" E 516.30 feet to the Point of Beginning.

I-9 CORRIDOR AREA (TRANSFERRED TO CITY)



**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A



107 W West Street, Room 203
PO Box 413
Sturgis MI 49091
Phone: 269-651-4780
Fax: 269-651-2069

September 5, 2024

Mr. Andrew Kuk, City Manager
City of Sturgis
130 N Nottawa Street
Sturgis MI 49091

Dear Andrew,

On behalf of SNP's leadership, I'm writing to you to propose a community service project through a partnership between the City of Sturgis and Sturgis Neighborhood Program.

At a recent board meeting, SNP's directors approved moving forward with a free household disposal day. This one-day event, funded by SNP and area donors, would provide an opportunity for City of Sturgis residents to bring their unwanted household items to a predetermined location for drop off and free removal to the landfill.

With the support of Sturgis City employees, local volunteers, and SNP Directors, our intention is to fulfill SNP's Mission of *improving living conditions within the Sturgis community* through household and neighborhood cleanup by providing this service to an estimated 80-100 households, free of charge. I have included a copy of the drafted event flyer for your reference.

SNP will coordinate with a local waste removal company to deliver and retrieve five, 40-yard dumpsters for waste containment and hauling. Additionally, we will coordinate volunteers to help with traffic flow, eligibility verification, and disposal item sorting. Support from the City of Sturgis is needed in providing a public location for the event and employees to help with moving household items from residents' vehicles or trailers to the dumpsters, and post-event site cleanup.

We would like to request utilizing the DPS site at 805 N. Nottawa Street for the event location from 8:00 AM until 12:00 PM on Saturday, October 19, 2024. Our waste removal company has offered to deliver the five dumpsters on Friday, October 18, and will remove the dumpsters and household items by 12:00 PM on Monday, October 21.

As always, SNP looks forward to working with you and the City of Sturgis as we continue our partnership and combined efforts to improve living conditions within the Sturgis community.

Sincerely,

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

Kathryn Myers
SNP Executive Director

Enclosure: Community Clean Up Flyer
cc: Tracey Parker, SNP President



Neighbor2Neighbor

Sturgis Neighborhood Program

COMMUNITY CLEAN UP



Bring your unwanted household items for a **FREE** disposal day!

SATURDAY, OCT. 19 | 8:00 AM - 12:00 PM

OR UNTIL DUMPSTERS ARE FULL

FIRST COME/FIRST SERVED

City of Sturgis DPS Building
805 N. Centreville Road

**(form a wait line on the east
side of S. Centreville Rd.)**

Eligibility: Must be a resident of the City of Sturgis and provide proof of address.



LEGACY
ROLL-OFF CONTAINER SERVICES, LLC



St. Joseph County
United Way



CITY OF
Sturgis
MICHIGAN

72

Prohibited Items:

- Toxic/Hazardous Chemicals
- Batteries
- Freezers, Refrigerators, A/C Units
- Paint or Paint Cans
- Used Motor Oil and Filters
- Tires
- Construction Materials
- Yard Waste

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

Traffic Control Order 19 - 04

Date: January 24, 2019

Location: US-12 from Monroe Street to N. Clay Street

Requested Action: Install Loading Zone signs to provide parking areas for delivery vehicles loading and unloading merchandise to downtown businesses Monday through Friday from 8AM to 5PM. The parking space layout for the downtown parking areas along US-12 was presented to City Commission at the December 20, 2017 Work Session. The layout included 4 handicap spaces and 4 loading zone spaces approved by the Michigan Department of Transportation. These signs have recently been installed and it was determined a traffic control order was required for the ability to ticket vehicles in the loading zone during the posted times the loading zone is in effect.

Requested By: Barry Cox

Recommended Control: Install "No Parking" Loading Zone signs in four locations along US-12.

Reviews:	<u>Recommended</u>	<u>Not Recommended</u>	<u>Initials</u>	<u>Date</u>
City Engineer:	<u>X</u>	<u> </u>	<u>BJC</u>	<u>1/24/19</u>
Public Safety Director	<u>X</u>	<u> </u>	<u>GDS</u>	<u>2/16/19</u>
City Manager	<u>X</u>	<u> </u>	<u>MLH</u>	<u>2/14/19</u>

Traffic Control Order Number: 19 - 04:

Control: Install 12" x 18" - "No Parking" Loading Zone 8AM - 5PM Mon - Fri signs at four locations on US-12 between Monroe Street and N. Clay Street as shown on the two maps.

	<u>Date</u>	<u>Signed By</u>
Issued:	<u>2/18/2019</u>	<u>Barry J Cox</u> Traffic Engineer
Sign(s) Installed:	<u>1/17/2019</u>	<u>Pat G. Witten</u> Department of Public Works

Comments:

US-12 is classified as an NFC Principal Arterial and an Act 51 State Trunkline.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C



GRID RESILIENCE PROGRAM GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND **CITY OF STURGIS**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **City of Sturgis** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0119 of 2023**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Southeast Vegetation Management Project #: MEO-24-059

Amount of grant: \$126,600 % of grant state 13 / % of grant federal 87

Amount of match: \$253,200 = 66.7% PROJECT TOTAL: \$379,800 (grant plus match)

Start Date (executed by EGLE): _____ End Date: 8/31/2026

GRANTEE CONTACT INFORMATION:

Name/Title: Chris McArthur, Electric Superintendent

Organization: City of Sturgis Electric

Address: 130 N. Nottawa St.

City, State, ZIP: Sturgis, MI, 49091

Phone Number: 269-659-7287

Fax Number:

E-Mail Address: cmcarthur@sturgismi.gov

Federal ID Number (Required for Federal Funding): 38-6004653

Grantee UEI Number (Required for Federal Funding): KFYXG53P8SN

SIGMA Vendor Number: CV0047820

STATE'S CONTACT INFORMATION:

Name/Title: Jake Wilkinson, Supervisor, Energy Services Unit

Division/Bureau/Office: Materials Management Division (MMD), Energy Section

Address: P.O. Box 30241

City, State, ZIP: Lansing, MI 48909-7741

Phone Number: 517-290-7995

E-Mail Address: WilkinsonJ8@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Andrew Kuk, City Manager

Signature

Name/Title

Date

FOR THE STATE:

Elizabeth M. Browne, Director, MMD

Signature

Name/Title *Elg* 08/30/24

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 5% percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit monthly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January	Feb 15
February	March 15
March	April 15
April	May 15
May	June 15
June	July 15
July	August 15

August	Sept 15
September	October 15
October	November 15
November	December 15
December	January 15

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide all products and deliverables in accordance with Appendix A.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction

or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: www.SAM.gov.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.

- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXIV. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the EGLE project administrator. Monitoring conducted prior to final EGLE approval of the QAPP will not be reimbursed.

XXV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

REMAINDER OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANTEE: City of Sturgis

SIGMA VSS: CV0047820

ACCOUNTING DETAIL: Grid Resiliency – Small Operator
DE-GD0000023

FEDERAL GRANT AWARD #:

FEDERAL GRANT DETAIL: Grid Infrastructure Deployment and Resilience 81.254

Federal Award Project Description: BIL – Preventing Outages and Enhancing The Resilience Of The Electric Grid Formula Grants To States And Indian Tribes.

Statement of Purpose

The Michigan Department of Environment, Great Lakes, and Energy is responsible for carrying-out the U.S. Department of Energy's State Energy Programs. EGLE will provide grants to support the resilience of the State's electric grid in an effort to address the aging infrastructure that is vulnerable to the severe weather events that cause millions of Michiganders to lose power. Of paramount concern are issues dealing with the safety and reliability of the electric system, including addressing system failures that led to fatalities due to contact with downed wires. Michigan needs grid-hardening investments, microgrids, and other programs that address grid resilience. Energy Services, on behalf of the Grantor will serve as the grantee's primary contact and will negotiate all conditions of this grant.

1.1. Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

- A. Complete grid resiliency measures and document project success and challenges for monthly progress update.
- B. Measure, document, and report project outcomes (e.g., outages, damages, and customer benefitted) for annual reports.
- C. Ensure proper and best use disposal of materials used or removed through the project work (recycling, electronic waste disposal, etc.).
- D. Incur project expenditures and submit financial documents (i.e., invoices and proof of payments) before August 31, 2026.
- E. Assist program staff with EGLE news release on project success.
- F. Submit closeout documentation before September 30, 2026.

1.2. Detailed Budget

- A. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. The indirect cost rate applicable for this grant award is 0%.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3. Payment Schedule

Progress payments of up to 100% of the Total Authorized Budget may be made upon a request by the Grantee and approval by the Grant Administrator. The Grantee's request must include grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), proof of payment, and objectives completed to date. Additionally, throughout the entire Grant Term, the Grantee must maintain backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. for audit purposes. Payment of the Total Authorized Budget (the "Final Payment") shall be made after (1) Grantee's completion of the project and (2) the Grant Administrator has reviewed and approved the Grantee's final project report which must include expenditures of grant funds reported by line item and compared to the approved Budget. The Grantee must submit their final invoice for the Final Payment within 30 days of the of the Grant Term expiration.

1.4. Monitoring and Reporting Program Performance

- A. Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. Monthly Reports.** The Grantee shall submit to the Grant Administrator **monthly** performance reports that briefly present the following information:
 - 1.** Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
 - 2.** Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
 - 3.** Statement concerning any significant deviation from previously agreed-upon Statement of Work.
 - 4.** A Final Report is required. The final report will include the following information:
 - a.** A summary of the project implementation plan and any deviations from the original project as proposed.
 - b.** Accomplishments and problems experienced while carrying out the project activities.
 - c.** Coordinated efforts with other organizations to complete the project.
 - d.** Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e.** Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f.** Any experience in applying the project products and anticipated "next steps".
 - g.** Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

1.5. Option to Renew

This Agreement may be renewed for up to two (2) additional one (1) year periods. Renewal must be by written agreement, signed by the Grantor and Grantee, and will automatically extend the Term of this Contract.

2. General Provisions

2.1. Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.2. Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.3. Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Energy savings are exempt from this requirement. Additional exceptions must be approved in writing by the Grant Administrator.

2.4. Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.5. Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year and a true value of \$5,000 or more. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval. All equipment purchased with grant funds shall comply with applicable law, including regulations contained in 10 CFR 600 (for awards issued prior to Dec. 26, 2014) or 2 CFR Part 200 as amended by 2 CFR Part 910 (for awards issued on or after Dec. 26, 2014, 10 CFR Part 420 and other procedures applicable to this regulation as DOE may, from time-to-time, prescribe for the administration of financial assistance. To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be Michigan made, as a first choice, or American-made.

2.6. Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7. Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3. Materials and Information

3.1. Intellectual Property

Ownership by Grantee

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2. Media Releases and Publications

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. An acknowledgment of DOE and Energy Services support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy and the Michigan Department of Environment, Great Lakes and Energy under Award Number(s) DE-GD0000023."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

3.3. Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4. Other Provisions

4.1. Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

4.2. General Indemnification

Grantee must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Grant; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable).

The State will notify Grantee in writing if indemnification is sought; however, failure to do so will not relieve Grantee, except to the extent that Grantee is materially prejudiced. Grantee must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Grantee will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

4.3. Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

4.4. Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be

resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.5. Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6. Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

4.7. Recapture

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- A.** it fails to comply with the Statement of Work specifically described in Attachment A of this Agreement;
- B.** it sells, exchanges, or disposes of any equipment described in Attachment B of this Agreement without the Grantor's written approval; or
- C.** the U.S. Department of Energy determines that there has been a default under the Agreement and seeks reimbursement from the Grantor.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this Section shall survive the term of this Agreement.

5. Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed

upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1. Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2. Grant of Security Interest

The Grantee hereby grants to the Grantor, for the benefit of the Grantor, a security interest in and continuing Lien on all of Grantee's right, title and interest in, to and under all personal property, equipment, and assets listed in Attachment B.

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Addendum to Part II – General Provisions

HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The Michigan Energy Office (MEO) must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. The bounded categories categorically excluded, listed below, require no further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with “integral elements” (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project. The Recipient is thereby authorized to use federal funds for the defined project activities.

If the Recipient later intends to add to or modify activities not included in the bounded categories below, those new activities or modified activities are subject to additional NEPA review and are not authorized for federal funding until the Contracting Officer provides approval on those additions or modifications. Recipients are restricted from taking any action using federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to authorization from the Contracting Officer. Should the Recipient elect to undertake activities prior to authorization from the Contracting Officer, the Recipient does so at risk of not receiving federal funding and such costs may not be recognized as allowable.

These are the bounded categories that have been categorically excluded, and require no additional NEPA review:

1. Administrative activities associated with management of the designated State Energy Office and management of programs and strategies to encourage energy waste reduction and renewable energy.
2. Development and implementation of programs and strategies to encourage energy waste reduction and renewable energy
3. Funding energy efficiency retrofits, provided that projects are limited to:
 - a) installation of insulation;
 - b) installation of energy efficient lighting;

- c) HVAC upgrades;
 - d) weather sealing;
 - e) purchase and installation of ENERGY STAR appliances;
 - f) replacement of windows and doors;
 - g) high efficiency shower/faucet upgrades; and
 - h) installation of solar powered appliances with improved efficiency.
4. Development, implementation, and installation of onsite renewable energy technology that generates electricity from renewable resources, provided that projects are limited to:
 - a) Solar Electricity/Photovoltaic - appropriately sized system or unit on existing rooftops and parking shade structures; or a 60 kW system or smaller unit installed on the ground within the boundaries of an existing facility.
 - b) Wind Turbine - 20 kW or smaller.
 - c) Solar Thermal - system must be 20 kW or smaller.
 - d) Solar Thermal Hot Water - appropriately sized for residences or small commercial buildings.
 - e) Ground Source Heat Pump - 5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
 - f) Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
 - g) Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.
 5. Development, implementation and installation of energy efficient or renewable energy-powered emergency systems (lighting, cooling, heat, shelter) installed in existing buildings and facilities.
 6. Installation of alternative fueling pumps and systems (but not storage tanks) installed on existing facilities (other than a large biorefinery); purchase of alternative fuel vehicles.
 7. Development and implementation of training programs.
 8. Development and implementation of building codes and inspection services, and associated training and enforcement of such codes in order to support code compliance and promote building energy waste reduction.

Implementing financial incentive programs such as rebates and energy savings performance contracts for existing facilities or for energy efficient equipment, provided that the incentives are not so large that they would be deemed to be grants that create projects that would not otherwise exist. (For example, giving a wind farm that cost \$100 million a sum of \$50 million and calling it a rebate would not fall within this Bounded Category).

BUILD AMERICA, BUY AMERICA ACT REQUIREMENTS

The [Build America, Buy America Act \(BABA\)](#), enacted as part of the [Infrastructure Investment and Jobs Act](#), established a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects after May 14, 2022.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials¹ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

¹ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

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ATTACHMENT A: PROJECT PROPOSAL

FY24 Southeast Vegetation Management Program City of Sturgis

1. Proposed Project

This project consists of hiring an outside vegetation management contractor to trim trees and vegetation encroaching on the local distribution system. This will include standard tree trimming as well as removal of dead and dangerous trees. By trimming existing trees and removing dead and dangerous trees, grid resiliency and reliability can be improved to customers across the service area.

2. Objectives and Priorities

In this project, the City will bring in a union brushing and tree trimming crew with the intent to do as much line clearance and dangerous tree removal as allowed by the grant dollars. Industry best practice is to have a five-year rotation trimming schedule for the distribution system to provide proper tree clearance. However, this five-year rotation schedule has slipped to nearly a 10-year rotation. This is due to many factors including past management priorities, staffing issues, lack of available funds, emergency tree service, and overall workload.

This project would allow the City to hire an outside contractor to perform approximately 10 miles of tree clearance work. This represents roughly 10% of the City's overhead lines and will assist in reestablishing the stated goal of a five-year rotation as the normal practice in the service area. Maintaining proper tree clearance will reduce the number and frequency of system outages. This will improve the utility's reliability measurements such as CAIDI, SAIDI, SAIFI.

3. Detailed Timeline:

Date	Task	Notes (optional)
Upon Award	RFP Release	
1/24 – 9/24	Tree Trimming – Dead and Dangerous Tree Removal	Trimming to be completed by outside contractor and schedule set by contractor as part of bid. A RFP is being planned with planned project completion in 9/24. City of Sturgis will receive regular project updates from the contractor.
Sept 2024	Project Closeout	
<p>Risk Mitigation: Weather-related risks are always a factor in construction projects. Our experience with previous similar projects gives us the ability to react and adjust the schedule to finish completion within a reasonable timeframe.</p> <p>Risks with contractors are mitigated through the bidding process and solid contracts. Should the initial contractor fail to meet obligations, additional bidders can be called in to complete the projects.</p>		

4. Work Plan:

5.

Required Task	Responsible staff	Equipment and resources allocated	Deliverables
Complete grid resiliency measures and document project success and challenges for monthly progress update.	Chris McArthur		Monthly project status updates
Measure, document, and report project outcomes (e.g., outages, damages, and customer benefitted) for annual reports	Chris McArthur		Map showing trimmed areas and number of customers impacted.
Incur project expenditures and submit financial documents (i.e., invoices and proof of payments) before September 30, 2025.	Chris McArthur Kim Prak		Monthly financial report
Assist program staff with EGLE news release on project success.	Chris McArthur		As needed/requested
Submit closeout documentation before October 31, 2025.	Chris McArthur		Per grant process direction

5. Anticipated Outcomes

- Reduction in the frequency of power outages.
- Approximately. 650 customers will directly benefit from the investment project.
- The area includes the City of Sturgis and St. Joesph Township.
- CAIDI/SAIDI/SAIFI scores are expected to increase by 2% due to the work of this proposal.

6. Metrics

7.

Categories	Table of Possible Build Metrics
Distribution modifications	12 Miles of distribution lines of vegetation clearing

7. Equity Approach

a. Quality Jobs

While this project will be using contracted labor, the City of Sturgis is always working to expand training and development programs to prepare internal and external candidates for job opportunities. We provide equal employment to all individuals based on qualifications and abilities. The City of Sturgis does not discriminate in employment opportunities or practices and adheres to the Americans with Disabilities Act (ADA).

The City of Sturgis works within the community to find new workers to fill technical roles and through internships where candidates work toward becoming apprentices making good wages and able to be

union represented by IBEW. City representatives work with the local high schools to encourage individuals to take on summer roles and get them introduced to municipal opportunities.

The City also supports the negotiation of Workforce/union Agreements to help settle disputes ahead of project deployment, strengthen civic participation, increase worker empowerment, secure the required workforce, and equitably align the resources and needs of local workers and our community with the benefits and opportunities of new projects.

Our intention is to bring in a local union contractor for this project. Should the need arise for additional workforce to support the improvements, all efforts will be made to hire locally as this can help community members feel more invested in utility projects, as they would be working on improving their own community.

b. Community benefits

While we have made great strides in efficiency and reliability, given the City's small size and the presence of disadvantaged communities, we are sensitive to energy costs. Funding from the 40401d grant program will enable us to trim or remove more dead and dangerous trees, which will help to reduce outages due to contact with trees and limbs. The project detailed in this grant application will impact all the City's customers and decrease the number of outages, while keeping costs contained.

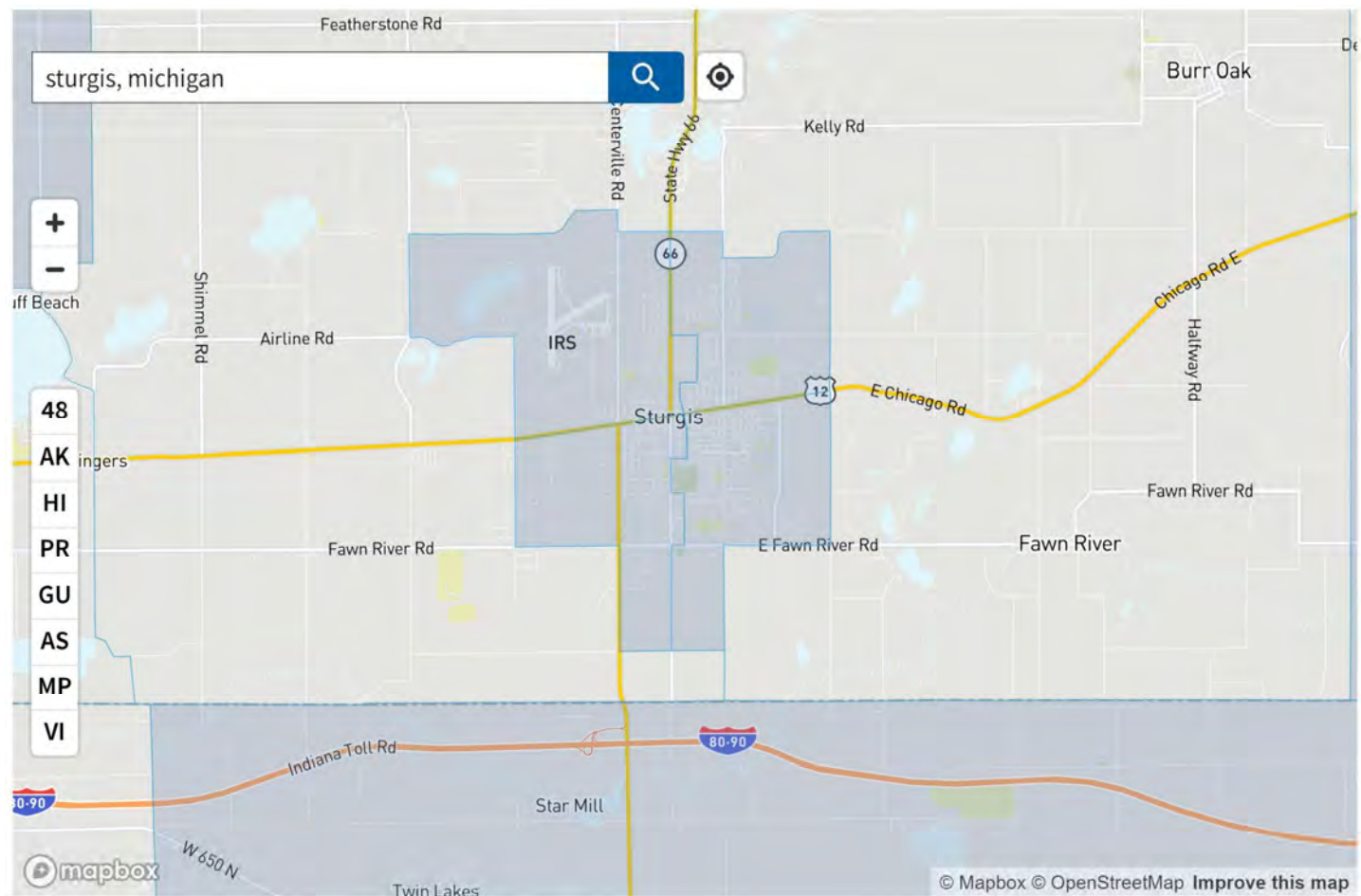
c. Diversity, Equity, Inclusion and Accessibility

This project will directly impact DACS resulting in more reliable, lower cost electrical service.

Internally, the City works to reflect the demographic of where we live and work, with diverse backgrounds and perspectives represented at all levels. We believe that every employee has the right to an equal chance at work and a workplace that is free of discrimination, prejudice, and bias. We make all attempts to assure that minority firms, women's business enterprises, and local labor surplus area firms are considered and used when possible.

d. Justice40

The entirety of the City of Sturgis is considered Justice40 based on the Climate and Economic Justice Screening Tool (CEJST).



8. Subgrantee

No subgrantee is expected for this project.

ATTACHMENT B: BUDGET PROPOSAL

FY24 Southeast Vegetation Management Program
City of Sturgis



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
MATERIALS MANAGEMENT DIVISION
"PROGRAM"
FINANCIAL STATUS REPORT

Grantee / Vendor Name:	City of Sturgis		
Vendor Number:	CV0047820		
Project Name:	Southeast Vegetation Management		
Grant Given Number:			
Contract Date	From:		To: 8/31/2026
Contact Name:	Chris McArthur	Contact Number:	269-659-7287
Contact Email:	cmcarthur@sturgismi.gov		

Category	Category Number	Amount
Salary and Benefits	1	\$ -
Contractual	2	\$ 379,800.00
Equipment	3	\$ -
Supplies	4	\$ -
Travel	5	\$ -
Other Direct Costs	6	\$ -
Category Subtotal		\$ 379,800.00

INDIRECT BUDGET	Percentage
	\$ -

PROJECT BUDGET
Total
\$ 379,800.00

MATCH BUDGET	Percentage
Total	66.7%
	\$ 253,200.00

GRANT BUDGET
Total
\$ 126,600.00

Retention Rate: 0%

ATTACHMENT C: STATE TRAVEL RATES

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2024

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	<u>\$92.50</u>	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	<u>\$101.50</u>	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates	Current
Premium Rate	\$0.67 per mile
Standard Rate	\$0.440 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.conlintravelhub.com/som

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2023

Michigan Select Cities/Counties		
	CITIES	COUNTIES
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/Counties		
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

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CITY OF STURGIS TREE REMOVAL LOCATIONS



Legend

County ROW

Removal Locations

Big Hill Road

Carls Road

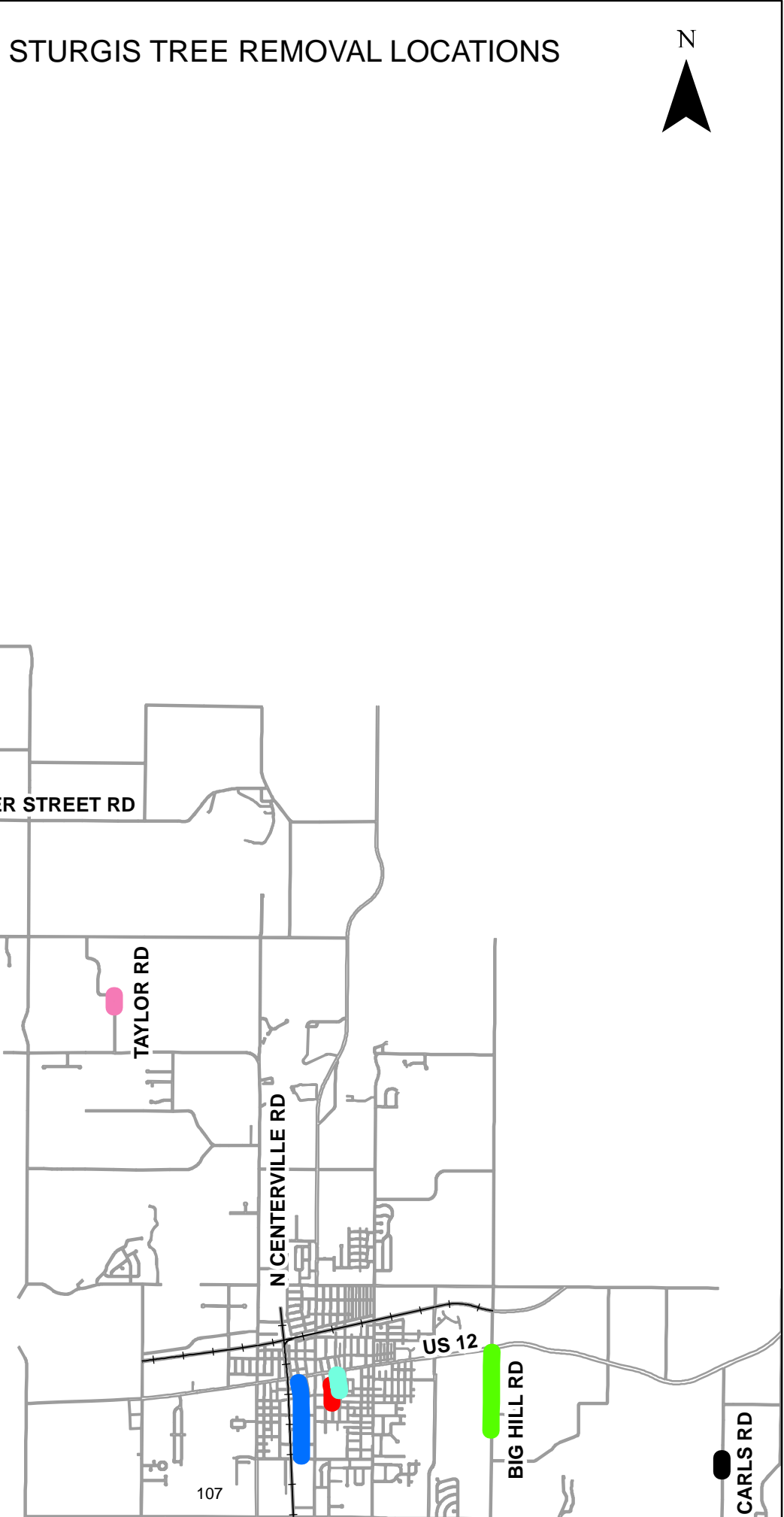
Covered Bridge Road

S Clay Street

S Fourth Street

S Maple Street

Taylor Road



BIG HILL RD LOCATION

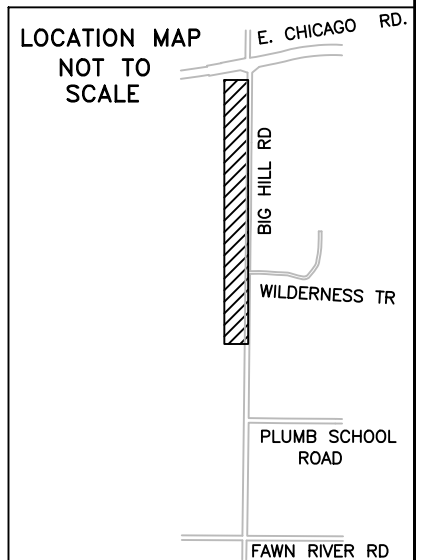



PROJECT
STARTS
HERE



THE PROJECT AREA STARTS NEAR THE INTERSECTION OF E CHICAGO RD AND BIG HILL RD. THE PROJECT GOES SOUTH FOR ±3,637' ALONG THE WEST SIDE OF BIG HILL RD.

PROJECT
ENDS
HERE



REVISIONS		CITY OF STURGIS ELECTRIC			
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DRAWN BY COS	APPROVED BY COS	TITLE BIG HILL RD LOCATION	DATE 05/01/2024		
SCALE NOT TO SCALE		FILE PATH	SHT# 1 OF 1		

CARLS RD LOCATION



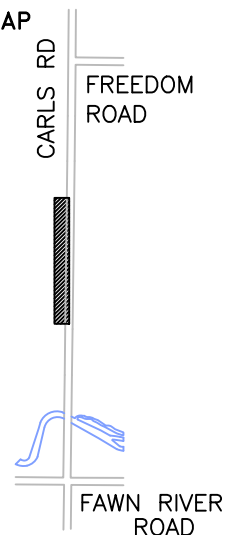
PROJECT
STARTS
HERE



THE PROJECT AREA
STARTS $\pm 867'$ NORTH
OF THE DRIVEWAY FOR
69640 CARLS RD. THE
PROJECT RUNS SOUTH
FOR $\pm 563'$. THIS
LOCATION IS ON THE
OPPOSITE SIDE OF THE
ROAD FROM THE
OVERHEAD POWER
LINES.

PROJECT
ENDS
HERE

LOCATION MAP
NOT TO
SCALE



REVISIONS

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CARLS RD LOCATION

DATE
05/02/2024

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SHT#
1 OF 1



COVERED BRIDGE RD LOCATION



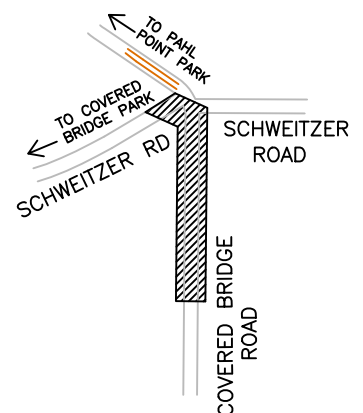
PROJECT
STARTS
HERE



PROJECT
ENDS
HERE

THE PROJECT AREA STARTS NEAR THE NW CORNER OF COVERED BRIDGE RD AND SCHWEITZER RD. THE PROJECT GOES SE TO THE SW CORNER OF THE INTERSECTION THEN SOUTH ON THE WEST SIDE OF COVERED BRIDGE RD FOR $\pm 864'$. THIS LOCATION IS ON THE OPPOSITE SIDE OF THE ROAD FROM THE OVERHEAD POWER LINES.

LOCATION MAP
NOT TO
SCALE



REVISIONS

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FILE PATH

SHT# 1 OF 1

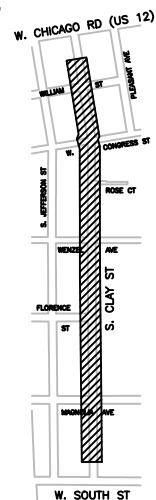


S CLAY ST LOCATION



THE PROJECT AREA STARTS JUST SOUTH OF THE DRIVEWAY FOR 300 W CHICAGO RD ON S CLAY STREET. THE PROJECT AREA RUNS ALONG THE WEST TERRACE FOR S CLAY SOUTH FOR $\pm 3358'$. THE PROJECT AREA ENDS JUST SOUTH OF THE DRIVEWAY FOR 615 S CLAY STREET.

LOCATION MAP
NOT TO
SCALE



REVISIONS

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S CLAY ST LOCATION

DATE
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FILE PATH

SHT# 1 OF 1



S FOURTH ST LOCATION

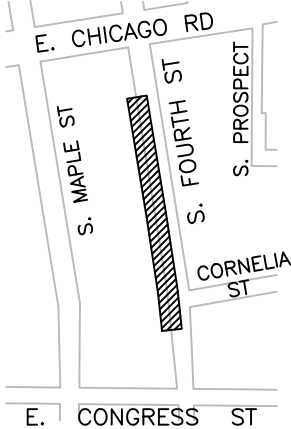


PROJECT
STARTS
HERE

THE PROJECT AREA STARTS SOUTH OF THE SIDEWALK FOR 103 S FOURTH STREET. THE PROJECT AREA RUNS SOUTH IN THE TERRACE ALONG S FOURTH STREET FOR ±712'. THE PROJECT AREA ENDS NORTH OF THE DRIVEWAY AT 201 S FOURTH STREET.

PROJECT
ENDS
HERE

LOCATION MAP
NOT TO
SCALE



REVISIONS		CITY OF STURGIS ELECTRIC				
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		DRAWN BY COS	APPROVED BY COS	TITLE S FOURTH ST LOCATION		DATE 05/02/2024
		SCALE NOT TO SCALE	FILE PATH	SHT# 1 OF 1		

S MAPLE ST LOCATION



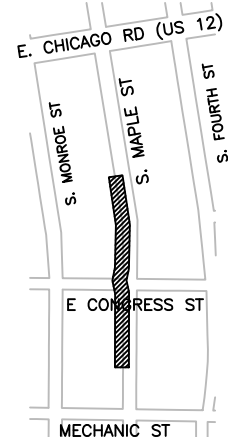
PROJECT
STARTS
HERE



THE PROJECT AREA STARTS SOUTH OF THE DRIVEWAY FOR 115 S MAPLE STREET. THE PROJECT AREA RUNS SOUTH IN TERRACE FOR S MAPLE STREET FOR $\pm 832'$. THE PROJECT AREA ENDS NEAR THE NE CORNER OF THE HOUSE AT 209 S MAPLE STREET.

PROJECT
ENDS
HERE

LOCATION MAP
NOT TO
SCALE



REVISIONS

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CITY OF STURGIS ELECTRIC

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S MAPLE ST LOCATION

DATE
05/02/2024

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SHT# 1 OF 1



TAYLOR RD LOCATION



PROJECT
STARTS
HERE

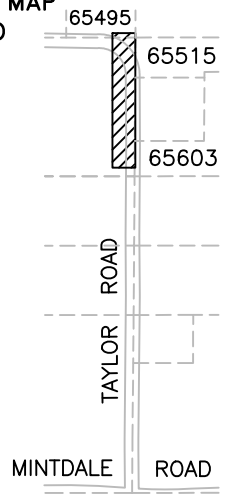


THE PROJECT AREA
STARTS ON THE
NORTH SIDE OF
TAYLOR RD BETWEEN
THE DRIVEWAYS FOR
65495 & 65515. THE
PROJECT GOES SOUTH
ON THE WEST SIDE
OF TAYLOR RD FOR
±543'.

PROJECT
ENDS
HERE

LOCATION MAP

NOT TO
SCALE



REVISIONS

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