

AGENDA CITY COMMISSION MEETING MONDAY, NOVEMBER 25, 2024 CITY HALL | 130 N. NOTTAWA ST. WIESLOCH RAUM

REGULAR MEETING 6:00 P.M.

- 1. CALL TO ORDER BY MAYOR
- 2. PLEDGE OF ALLEGIANCE
- 3. INVOCATION
- 4. ROLL CALL
- 5. PROCLAMATIONS / PRESENTATIONS
- 6. VISITORS (Public comments for items not listed as agenda items)
- 7. APPROVAL OF AGENDA
- 8. APPROVAL OF CONSENT AGENDA
 - A. Action of Minutes of Previous Meetings
 - APPROVE the minutes from the November 13, 2024 organizational meeting as presented.
 - APPROVE the minutes from the November 13, 2024 regular meeting as presented.
 - APPROVE the minutes from the November 18, 2024 work session as presented.
 - B. Pay Bills
 - AUTHORIZE the payment of the City bills in the amount of \$2,395,819.86 as presented.
 - C. Monroe St. Closure for Dashing Thru Downtown
 - APPROVE the closure of S. Monroe St. to the Sturgis Bank & Trust Drive Through for Dashing Thru Downtown on Friday, December 6th from 2:00 pm to 10:00 pm.
- 9. UNFINISHED BUSINESS None
- 10. NEW BUSINESS
 - A. City Website Updates Andrew Kuk
 - B. AEP Facilities Agreement Chris McArthur
 - C. WWTP Clarifier Mechanism Replacement Brandon Schrader
 - D. Public Safety Fire Division Staffing Ryan Banaszak
 - E. Network Infrastructure Update Norm Allen
 - F. Auditor Contract Holly Keyser
 - G. Board Appointment Kenneth Rhodes
 - H. Property Purchase Assignment and SHDC Meeting Andrew Kuk
 - Support for State Revenue Sharing Trust Fund Andrew Kuk
- 11. COMMISSIONER / STAFF COMMENTS
- 12. ADJOURN

STURGIS HOUSING DEVELOPMENT CORPORATION – During Recess of City Commission

- 1. CALL TO ORDER BY PRESIDENT
- 2. NEW BUSINESS
 - A. Assumption of Purchase Agreement
- 3. ADJOURN

Manager's Report

NOVEMBER 25, 2024



Submitted by:

Andrew Kuk City Manager

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for November 25, 2024 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the November 13, 2024 organizational meeting as presented.

Consent Agenda Motion:

APPROVE the minutes from the November 13, 2024 regular meeting as presented.

Consent Agenda Motion:

APPROVE the minutes from the November 18, 2024 work session as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$2,395,819.86 as presented.

8C. Monroe St. Closure for Dashing Thru Downtown

Staff are requesting the closure of S. Monroe St. from US-12 to the first drive through lane of Sturgis Bank and Trust for activities related to Dashing Thru Downtown on Friday, December 6th. The closure would be from 2:00 pm until 10:00 pm. Use of the road would be for staging activities related to the events in Free Church Park.

Consent Agenda Motion:

APPROVE the closure of S. Monroe St. to the Sturgis Bank & Trust Drive Through for Dashing Thru Downtown on Friday, December 6th from 2:00 pm to 10:00 pm.

A. City Website Update

Staff: Andrew Kuk

The City's current website is built on an out-of-date platform and in need of a refresh. This has been on staff's radar for a number of years.

Included in your packet is a proposal for municipal website services from CivicPlus. The proposal outlines features and modules that would be packaged with the website update, including things like:

- Online notices and alerts on the page
- Integrated site search
- Event calendar
- Document center
- Citizen requests
- Translation services
- Responsive design (reformats to be easier to use on mobile devices)
- ADA/Accessibility compliance and checking

The proposed site would be designed on a platform that would allow staff easier access to complete website updates and manage the system, without needing to rely on a web developer to make changes. The platform also ensures that branding of the site is consistent throughout based on design choices. Additional benefits include greater levels of website security and continual updates to the system to ensure that security.

The proposal is for CivicPlus' "premium" level of design, their mid-tier option. This provides a certain level of customization to provide site design elements, branding, etc. The proposal also includes one "Premium Department Header"; this allows a given department to still be on the platform, but separately brand and have some unique elements on their subpages. While we may budget for and make changes to other department subpages utilizing this process in the future, we are proposing to have the Utilities Page utilize this premium header package.

Staff chose to work with CivicPlus after reviewing several other options in the past due to the fact that we already utilize many products in their ecosystem. These include our new Mass Notification System approved last year, social media archiving services, FOIA management software, and recreation management systems. CivicPlus also is now the parent company of MuniCode, the system we use to host our Code of Ordinances. As stated in my goals, we wanted to work to update the website, modernize our platform, and work to make these services more cohesive; CivicPlus allows us to achieve those goals.

The pricing provided by Civic Plus is based on GSA (General Services Administration) pricing. Additionally, they provided a \$4,424.00 discount on the annual reoccurring services for the first year. The total cost to the City for the first year of service would be \$27,424.00. This includes \$23,000.00 for implementation and \$4,424.00 for annual services. In year two, the annual service cost would be \$8,848.00.

The CivicPlus package includes web hosting services and its functionality would allow us to eliminate our subscription to eGov (provided by Munission), the current platform which host documents for our website, runs the ActionLine system, and more. This would save us roughly \$5,700.00 annually on these services, plus an additional \$500.00 to \$1,000.00 annually in website updates.

The FY 2024-2025 budget includes \$20,000.00 in the General Fund for Community Information Activities. To cover excess funds for the website implementation, staff would be spreading costs out to the utility funds as part of their office expense line items. Future budgets would include the annual service cost in these same areas.

If approved, the development process will take between five to eight months to complete.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the proposal of CivicPlus for website services as presented and AUTHORIZE City Manager Andrew Kuk to sign all necessary documents.

Staff Recommendation: APPROVE and AUTHORIZE

<u>Information Included in Packet</u>:

1. CivicPlus Proposal

B. AEP Facilities Agreement

Staff: Chris McArthur

AEP Indiana Michigan Power (I&M) plans to retire and remove its existing substation located on City of Sturgis property (off of Jacob St. and next to the Diesel Plant) as part of an overall Area Transmission System Improvement Project. Their new substation is currently under construction at Stubey Rd. and US-12.

Included in your packet is a Facilities Agreement between the City and AEP Indiana Michigan Transmission Company, Inc. (IMTCo). The purpose of this Facilities Agreement is to modify the existing Central Delivery Point (where we receive interconnection to I&M's transmission system) and establish a new location for the metering equipment to serve the Central Delivery Point.

As part of I&M's construction, the Central Delivery Point will now be located at the new Stubey Road Substation, with power transmitted through an existing I&M 69 kV radial transmission line that extends from the Substation to the City of Sturgis' Central Substation (also located adjacent to the Diesel Plant).

As per the agreement, the City, through MPPA, will make a one-time payment to I&M for the actual costs of the purchase and installation of the revenue billing meter as well as the current transformers and potential transformers necessary for changes; this one-time amount is estimated at \$370,000.00. This cost was included in the Capital Improvement budget for the Electric Department (Utility Electric Substation) in the amount of \$370,000.00.

In addition, the agreement also sets a monthly metering charge, currently \$846.00. This monthly metering charge will be adjusted when actual metering costs are available.

This agreement has been reviewed by the City Attorney and by MPPA staff and is recommended for approval.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the City of Sturgis Facilities Agreement as presented and AUTHORIZE City Manager Andrew Kuk to sign all documents.

Staff Recommendation: APPROVE and AUTHORIZE

<u>Information Included in Packet</u>:

1. AEP Facilities Agreement

C. WWTP Clarifier Mechanism Replacement

Staff: Brandon Schrader

Previously approved at the April 10, 2024 commission meeting was Task Order #16 from Fleis & VandenBrink (F&V) for design, bid, and construction engineering phase services for Primary Clarifier #1 and Intermediate Clarifier #1 mechanism replacements.

Primary Clarifier #1 is the smallest of three clarifiers used in the primary settling stages of the plant process with a volume capacity of approximately 57,500 gallons. The clarifier serves as redundancy in emergency situations, as well as rotation of the clarifiers during routine scheduled maintenance. The clarifier and mechanism were installed in 1964 and it is the second oldest clarifier at the treatment plant still being used. The mechanism has served its useful life cycle and is in need of replacement to continue being a key part of the plant process.

Intermediate Clarifier #1 is one of two clarifiers used in the secondary treatment process. Intermediate Clarifier #2 just underwent rehabilitation this past winter. Intermediate Clarifier #1 has a volume capacity of 296,000 gallons and was installed in 1972, originally serving as a final clarifier. In 1996 as part of a plant expansion, it was converted to an intermediate clarifier. The current mechanism was installed during the clarifier conversion and has reached its useful life cycle.

Primary Clarifier No. 1 improvements include demolition and replacement of the clarifier mechanism, drive, influent well, FRP effluent weir and scum baffle, bridge assembly, scum trough, and electrical. Intermediate Clarifier No. 1 Improvements involve demolition and replacement of the clarifier mechanism, drive, scum trough, and electrical. The project also includes grouting and painting of piping, equipment, and handrail.

City staff published the Clarifier Mechanism Replacement project via SOVRA (formally Bidnet/MITN) and received four bids, opened on November 11, 2024.

Bids were reviewed and evaluated with F&V to determine appropriate documentation and confidence with bidders.

Allied Mechanical Services, Inc. was the low bid in the amount of \$793,616.00. F&V and City staff believe Allied Mechanical Services, Inc. is qualified and capable of performing the scope of work outlined and recommends them for the project. Allied's bid did include a request to discuss the substantial completion date for the project, due to longer lead times for the Westech Clarifier Mechanism which is being installed in Intermediate Clarifier No. 1. As part of the post-bid interview, F&V discussed this issue with Allied and believes the change will result in a one or two month delay in completion, to be addressed via a change order after contracts are signed.

The Wastewater Treatment Plant has worked with Allied Mechanical Services on past projects, including the large plant expansion project in 1996. A letter of recommendation from F&V and a bid tabulation are included in your packet.

The clarifier mechanism replacements are included in the Wastewater capital improvement plan for 2025 and a budget and cost spreadsheet for the project is included in your packet. As per the spreadsheet, the project as-bid is over budget by \$98,616.00. This overage is expected to be accounted for by other changes to the Wastewater Capital Improvement Plan, including a reduced work scope for the headworks equipment rebuild, currently budgeted at \$150,000.00 but planned to be limited to a bearing replacement that will save \$100,000.00 or more as well as potential elimination of the Trickling Filter #1 overhaul and SCADA Replacement Server projects budgeted for this year.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid from Allied Mechanical Services, Inc. for the clarifier mechanism replacement in the amount of seven hundred ninety-three thousand, six hundred and sixteen dollars (\$793,616.00) as presented.

Staff Recommendation:

APPROVE

<u>Information Included in Packet</u>:

- 1. Letter of Recommendation
- 2. Bid Tab
- 3. Clarifier Rebuild Budget and Costs Spreadsheet

D. Public Safety – Fire Division Staffing

Staff: Ryan Banaszak

Coming into the new year, Public Safety - Fire Division is dealing with some existing and upcoming staffing challenges. Since October of 2023 the Fire Division has been down one staff member due to an injury that has resulted in the employee being off on Worker's Compensation. At this time, we still do not have an estimated return date, or a clear picture on if the employee will ever be able to return to full duty status.

In addition, the Fire Division has been working with Rockford Ambulance and the State of Michigan to host a satellite paramedic program in Sturgis beginning in January of 2025. This opportunity would be the first of its kind in St. Joseph County and is vital to staffing and operational model moving forward. While not finalized yet, there is a high likelihood that our participation in the program will be entirely funded by State Grants, costing the City nothing for tuition. Currently, we are slated to have six full-time members attend the class which will last for close to a year with classroom and clinical time included. While this training is critical for the future of the department, it also creates some challenges with staffing during this timeframe.

Finally, Deputy Director Andrew Strudwick is in the last year of his career and has an anticipated retirement date of November 20th, 2025. We expect to be able to fill this position with an internal candidate, leaving an open position in the Department at that time.

As staff evaluates the coming months and challenges presented by the ongoing staffing shortage, training schedule, and upcoming retirement, staff believes making a hire immediately is in the best interest of the City and Department. Over the past few years, Director Banaszak has spoken with the City Commission on several occasions regarding the challenges facing public safety hiring throughout the country. The City has been fortunate to have stayed ahead of these challenges for the most part, but it's imperative that we continue to look ahead and take

proactive measures to avoid large deficiencies in staffing that puts an unsustainable strain on department operations and personnel. The Department currently has viable candidates that would be interested in the position.

The City is are currently being reimbursed 80% of the wages for the individual out on workers compensation. This, coupled with the lower starting wage of an EMT results in minimal impact on the budget and as a result a budget amendment is not necessary for this request.

Due to the fact this move would require us to temporarily increase current staffing levels, Commission approval is being sought. Upon the retirement of Deputy Director Strudwick in November of 2025 staffing levels would return to the previously budgeted number of fourteen bargaining unit positions.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the hiring of an additional Department of Public Safety – Fire Division Firefighter EMT as presented.

Staff Recommendation:

APPROVE

E. Network Infrastructure Update

Staff: Norm Allen

The majority of the City of Sturgis' current network switch infrastructure was installed in 2008 by Network Solutions with assistance provided by the consultant, Titanium Solutions. The switch network is a series of devices in each building that enable communication between computers, servers and other IT related devices. Since 2008, only minor additions have been made to accommodate expanding use of the network and connected IT resources.

The IT Department has kept this equipment running beyond its expected lifespan, but it is in need of replacement to prevent future downtime in the City's systems. Loss of this system could severely impact electronic communications, including the phones, until repaired.

Recognizing the need for replacement and ongoing investment in this area, funds have been budgeted out of the Electric Department Information Technology area for the next several years. Replacement of the switch network will be completed in a phased approach as is the practice with servers. Funds included in the FY 2024-2025 budget were \$100,000.00 for Network Core Switch Replacement.

Included in your packet is a quote for equipment and services from Sonit Systems. The IT and Electric Departments have recently been working with Sonit to provide system support when needed. All equipment in the Sonit quote is provided via a GSA (General Services Administration) Advantage contract; the Commission recently approved GSA pricing as a bid alternative. Two other elements of the quote, labor to assist with equipment installation and configuration (quoted in the amount of \$10,800.00) and five years of Central Cloud Management (\$9,958.00) are not provided with GSA pricing.

Staff is requesting a bid waiver for these elements of the quote. For the labor, since we have completed work with Sonit and they have some familiarity with the system, we would like to continue that process. With Central Cloud Management,

this is software that integrates specifically with the hardware we are purchasing and completing the purchase with the equipment will ensure immediate integration with the final system.

The total quote from Sonit for all elements is \$127,451.26, \$27,451.26 over budget. Of this amount, the roughly \$10,000.00 in labor cost is a not-to-exceed time-based quote. It is IT's goal to reduce this cost as much as possible through the process. Any remaining overage will be absorbed within the Electric Fund Information Technology budget.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the proposal for network switches from Sonit Systems in the amount of one hundred twenty-seven thousand four hundred fifty-one thousand dollars and twenty-six cents (\$127,451.26) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Quote from Sonit Systems

F. Auditor Contract

Staff: Holly Keyser

Included in the packet is the engagement letter for the 2024 fiscal year audit from Gabridge and Company. The amount requested is \$47,600.00 which is an increase of three percent over the previous year. The City has used this firm since 2019, awarded from a request for proposal process. Until recently, Gabridge had a local presence after acquisition of Norman and Paulsen, P.C., but has since sold this location to another firm.

Under the City's Purchasing Policy, professional services are not required to be competitively bid but may undergo other processes such as request for proposals, request for information or request for qualifications. The intent is to obtain these services from a firm that has a proven record of providing these services in a professional and cost-effective way.

Given the historical relationship with this firm and their qualifications, City staff would request hiring Gabridge and Company to conduct the annual audit this year. It is the intent of city staff to conduct a Request of Proposal process later this year.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the audit engagement letter from Gabridge and Company in the amount of forty-seven thousand, six hundred dollars (\$47,600.00) as presented and AUTHORIZE the City Controller to sign all necessary documents.

Staff Recommendation:

APPROVE and AUTHORIZE

<u>Information Included in Packet</u>:

1. Auditor Engagement Letter

G. Board Appointment

Staff: Kenneth Rhodes

Included in your packet are two applications for the Parks, Recreation and Doyle Advisory Board. Rebecca Schuler and Steven Smith are both members of the facility and expressed interest.

Proposed Motion:

Move that the Sturgis City Commission APPOINT ______ to the Parks, Recreation and Doyle Advisory Board.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Board Applications

H. Property Purchase Assignment and SHDC Meeting

Staff: Andrew Kuk

At the August 28th City Commission meeting, the Commission approved the development of a purchase agreement for the purchase of property in an amount not-to-exceed \$295,000.00 for property at the corner of S. Nottawa and Bogen Rd. The property is being purchased with the intent to develop a new substation for the City and a battery storage project jointly between the City and a private developer.

As staff completed the agreement and worked to closing on the property, it was determined that the property needs to be purchased in the name of the Sturgis Housing Development Corporation and not the City of Sturgis. This is due to the fact that the proposed battery storage project would include selling a portion of the property to the developer; per the City Charter, if the City owns the property, that sale could not be completed without a referendum vote. By placing the property in the SHDC, this issue is resolved.

After discussion with the City Attorney, the proper way to resolve this is for the City Commission to assign their rights under the Purchase Agreement to the SHDC, and for the SHDC to accept those rights. A copy of the Purchase Agreement as completed is included in your packet.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY assignment of the purchase agreement for 233 W. Bogen Rd. to the Sturgis Housing Development Corporation as presented and AUTHORIZE City Manager Andrew Kuk to sign all necessary documents.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Purchase Agreement

Staff Recommendation:

Move that the Sturgis City Commission RECESS the Regular City Commission meeting of November 25th.

STURGIS HOUSING DEVELOPMENT CORPORATION MEETING

- 2. NEW BUSINESS
- A. Assumption of Purchase Agreement

Proposed Motion:

Move that the Sturgis Housing Development Corporation APPROVE/DENY the assignment of the purchase agreement for 233 W. Bogen Rd. from the City of Sturgis as presented and AUTHORIZE President Andrew Kuk to sign all necessary documents.

Staff Recommendation:

APPROVE

Staff Recommendation:

Move that the Sturgis City Commission RECONVENE the Regular City Commission meeting of November 25th.

I. Support for State Revenue Sharing Trust Fund

Staff: Andrew Kuk

The Michigan Municipal League (MML) has encouraged members, of which the City is one, to express support to the Governor for passage of Revenue Sharing Trust Fund legislation—House Bills 4274 and 4275.

Revenue sharing from the State of Michigan is one of the funding sources local governments rely on to provide core services to residents. For Sturgis, this is annually over \$1 million dollars of our funding resources for our General Fund.

The proposed legislation would create a Trust Fund model around this revenue, making it more difficult for the State to take funding away from municipalities. It would also calculate resources provided for the revenue sharing pot distributed to communities to be based on a percentage of sales tax collected by the State; this would allow resources to rise and fall with economic change.

The intent of the policy is to create a system that protects this funding resource from dramatic cuts and provides predictability in funding for local units of government.

Included in your packet is a small one page information sheet from the MML on the legislation and its intent, as well as a draft letter of support from the Commission. Staff is recommending sending this letter of support as part of the MML's efforts to encourage passage of the legislation.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY sending a letter of support regarding passage of Revenue Sharing Trust Fund legislation as presented and AUTHORIZE Mayor Perez to sign the letter on behalf of the Commission.

Staff Recommendation:

APPROVE

<u>Information Included in Packet:</u>

- 1. Revenue Sharing Trust Fund Information
- 2. Draft Letter of Support

Noteworthy Meetings / Events

- DDA Promotion Committee Meeting | November 11th
- Township Supervisor Meeting | November 13th
- Rotary Club Meeting | November 18th
- City Commission Work Session | November 18th
- Retirement Board Meeting | November 19th
- St. Joseph County Brownfield Redevelopment Authority Meeting | November 21st

Upcoming Events

- City Hall Closed Thanksgiving and Day After | November 28th and 29th
- Six Appeal | SYCA | 3:30pm | November 24th
- Dashing Thru Downtown | Downtown | December 5th December 7th
- Kristkindlmarkt | Downtown | December 5th December 7th
- United Way Campaign Day | December 6th
- First Fridays Karaoke | SYCA | 8:00pm | December 6th
- Cyrus Chestnut | SYCA | 7:30pm | December 7th
- Sturgis Wind Symphony | SYCA | 3:00pm | December 8th
- Santa Workshop | Doyle | 5:00pm-8:00pm | December 13th
- Wacky Trivia | SYCA | 7:00pm | December 13th
- Cinema Circle Miracle on 34th Street | SYCA | 7:00pm | December 19th

City of Sturgis City Commission Regular Meeting

Agenda Item 8A

RESCHEDULED ORGANIZATIONAL MEETING STURGIS CITY COMMISSION WEDNESDAY, NOVEMBER 13, 2024 CITY HALL – WIESLOCH RAUM

City Clerk/Treasurer Kenneth Rhodes called the meeting to order at 6:00 p.m.

Commissioners present: Mullins, Bir, Boring, Moyer, Smith, Harrington, Perez, Abbs, Miller

Commissioners absent: None

Also present: City Manager, City Attorney, City Clerk

City Clerk/Treasurer Kenneth Rhodes explained that the Organizational Meeting had to be delayed due to the change in election law that delayed the certification of the election results by the County Board of Canvassers. Overseas ballots can now be received six days after election day and Veterans Day fell on the sixth day, delaying the process an additional day. Going forward, in most election years, it is hoped that the certification can occur prior to the regularly scheduled Organizational Meeting.

City Clerk/Treasurer Kenneth Rhodes presented results from the November 5, 2024 General Election including the passage of the City ordinance proposal and the City Commissioner races.

City Clerk/Treasurer Kenneth Rhodes administered the Oath of Office to Comm. Bir, 1st Precinct, Comm. Moyer, 2nd Precinct, Comm. Boring, 2nd Precinct, Comm. Smith, 3rd Precinct, Comm. Abbs, 4th Precinct, and Comm. Miller, At-Large Commissioner.

The City Clerk asked for nominations for the Office of Mayor.

Comm. Smith nominated Comm. Perez Comm. Miller nominated Comm. Mullins

Moved by Comm. Smith and seconded by Comm. Miller to close the nominations for the Office of Mayor.

Voting Yea: Nine Voting Nay: None MOTION CARRIED

Voting for Mullins: Mullins, Moyer, Miller

Voting for Perez: Bir, Boring, Smith, Harrington, Perez, Abbs

Comm. Perez was seated as the Mayor of the City of Sturgis.

Mayor Perez asked for nominations for the Office of Vice-Mayor.

Comm. Smith nominated Comm. Bir. Comm. Mullins nominated Comm. Miller

Moved by Comm. Harrington and seconded by Comm. Smith to close the nominations for the Office of Vice-Mayor.

Voting Yea: Nine Voting Nay: None MOTION CARRIED

Voting for Bir: Mullins, Moyer, Miller

Voting for Miller: Bir, Boring, Smith, Harrington, Perez, Abbs

Comm. Bir was seated as the Vice-Mayor of the City of Sturgis.

The meeting was adjourned at 6:15 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

REGULAR MEETING - STURGIS CITY COMMISSION WEDNESDAY, NOVEMBER 13, 2024 WIESLOCH RAUM - CITY HALL

Mayor Perez called the meeting to order at 6:15 p.m.

The Pledge of Allegiance was said by all present.

The Invocation was given by Comm. Moyer.

Commissioners present: Mullins, Boring, Moyer, Smith, Harrington, Abbs, Miller, Vice-Mayor

Bir, Mayor Perez

Commissioners absent: None

Also present: City Attorney, City Manager, City Controller, City Engineer, Community

Development Director, Facilities Manager, City Clerk

City Attorney TJ Reed provided information about the Open Meetings Act. Discussion followed.

Sturgis Schools Superintendent Art Ebert invited each of the Commissioners to a tour of school facilities.

Moved by Comm. Harrington and seconded by Comm. Smtih to approve the agenda as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Consent Agenda of November 13, 2024 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the October 23, 2024 regular meeting as presented.

B. Pay Bills

• AUTHORIZE the payment of the City bills in the amount of \$2,209,829.36as presented.

Voting yea: Nine Voting nay: None MOTION CARRIED

Community Development Director Will Prichard provided details on the ordinances and schedules needing to be approved due to the passage of the urban chickens ordinance at the recent election. There was discussion regarding the amount of the fees and fines and the process of approving a permit.

Moved by Comm. Harrington and seconded by Comm. Smith to consider this the second reading of and approve the amendments to the City Code of Ordinances, Section 10.64, Appendix A - Zoning

Code Sections 1.1105 and 1.1401, and Appendix B - Fine Schedule regarding Urban Chickens effective December 5, 2024. 150, 300, 500

Voting yea: Seven Voting nay: Miller, Mullins MOTION CARRIED

AMENDMENT TO THE CITY CODE OF ORDINANCES PERTAINING TO URBAN CHICKENS

An Ordinance to amend Chapter 10 – Animals, Article III. – Livestock and Fowl, Sections 10-64 – "Keeping of animals, fowl, etc. restricted"; of the Ordinances of the City of Sturgis pertaining to the keeping of fowl if permitted by section 10.65 and to provide for an effective date of this Ordinance.

WHEREAS, the City Commission has determined that it is in the best interest of the residents of the City to modify Section 10-64 regarding the keeping of fowl when permitted by section 10-65.

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

Chapter 10 – Animals, Article III. – Livestock and Fowl, Section 10-64 of the Ordinances of the City of Sturgis are hereby modified as follows effective December 5, 2024:

Chapter 10 – Animals, Article III. – Livestock and Fowl

. . .

Sec. 10-64. - Keeping of animals, fowl, etc. restricted.

No horse, cow, calf, swine, sheep, goat, geese, ducks, donkeys, fowl unless permitted by section 10-65, or pigeons shall be kept in any dwelling or part thereof. No such animals or fowl shall under any circumstances be kept on the same lot or premises with a dwelling unless they are maintained in connection with the operation of a bona fide farm. Notwithstanding the foregoing, it shall be permissible to own, keep, or harbor not more than two adult rabbits per household, together with not more than eight young rabbits until they attain the age of four months. The keeping of chickens shall be permitted with a valid permit issued by the City of Sturgis as per section 10-65.

AMENDMENTS TO ZONING ORDINANCE PERTAINING TO THE REGULATION OF URBAN CHICKENS

An ordinance to amend Appendix A of the Zoning Ordinance of the City of Sturgis to provide for the modification of regulation of Accessory buildings, structures and uses and update Building Permit requirements as it pertains to urban chickens within certain districts in the City and an effective date of this Ordinance.

WHEREAS, the City Commission, upon recommendation from the Planning Board, has determined that it is in the best interest of the residents of the City to modify the Zoning Ordinance to provide for the modification of regulation of urban chickens within the City;

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

Appendix A of the Zoning Ordinance of the City of Sturgis, Section 1.1105 and Section 1.1401 of the

Zoning Ordinance is hereby modified to provide as follows effective as of December 5, 2024. Article XI. – General Provisions

. . .

1.1105 Accessory buildings, structures and uses.

. . .

(B) Accessory building or accessory structures in a residential district.

. . .

- (8) There shall be no more than two accessory buildings on any one parcel excluding play houses, dog houses, chicken coops not exceeding 30 square feet, pergolas or gazebos not exceeding 150 square feet, or buildings of similar uses.
- (10) Chicken coops shall not exceed eight (8) feet in height and sixty (60) square feet in area. Chicken coops shall be removed if a valid urban chicken permit as per section 10.65 of the City of Sturgis code of ordinances is not maintained.

Article XIV. – Administration and Enforcement

. .

1.1401.-Building Permits.

No sign, parking area, fence, building, or other structure regulated by this zoning ordinance shall be erected, razed, moved, extended, enlarged, altered, or changed in use, and no exterior of any commercial building in the central business district shall be painted until a building permit has been issued by the building department, except the following:

- 1. Touch-up painting of the same color of any commercial building in the central business district.
- 2. Accessory structures and fences that are included as part of an urban chicken permit, section 10.65 of the City of Sturgis code of ordinances.

AMENDMENT TO THE CITY CODE OF ORDINANCES PERTAINING TO URBAN CHICKENS

An Ordinance to amend Appendix B – Fine Schedule for Municipal Civil Infractions, Chapter 10 – Animals, of the Ordinances of the City of Sturgis pertaining to the fines for violations regarding urban chickens and to provide for an effective date of this Ordinance.

WHEREAS, the City Commission has determined that it is in the best interest of the residents of the City to modify Appendix B – Fine Schedule for Municipal Civil Infractions Chapter 10 fines for violations regarding urban chickens.

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

Appendix B – Fine Schedule for Municipal Civil Infractions, Chapter 10 – Animals, of the Ordinances of the City of Sturgis are hereby modified as follows effective December 5, 2024:

Appendix B – Fine Schedule for Municipal Civil Infractions

. . .

Chapter 10. -Animals

Urban Chickens Violations:

First Offense - \$150.00

Second Offense - \$300.00

Any additional offenses - \$500.00

Moved by Comm. Harrington and seconded by Comm. Smith to approve the addition of fees pertaining to urban chickens to the City of Sturgis Fee Schedule as amended, setting the Initial Permit Application fee at \$75.00 and the Renewal Permit Application Fee to \$0.00.

Voting yea: Seven Voting nay: Miller, Mullins MOTION CARRIED

Mayor Perez opened the Public Hearing for consideration of a Resolution Establishing a Plant Rehabilitation District for Automotive AC Design and Consulting LLC.

City Clerk/Treasurer Kenneth Rhodes provided information on different types of tax abatements and specifics on the PRD. He also explained that the Assessor is functionally obsolete.

Riley Lukomski, Southwest Michigan First, and Giuliano Ungarelli, provided information on the proposed development.

There were no comments from the public.

Mayor Perez closed the Public Hearing.

Moved by Comm. Abbs and seconded by Comm. Smith to approve the Resolution Establishing a Plant Rehabilitation District for Automotive AC Design and Consulting LLC.

Voting yea: Nine Voting nay: None MOTION CARRIED

Resolution Establishing a Plant Rehabilitation District for Automotive AC Design and Consulting LLC

WHEREAS, pursuant to PA 198 of 1974, as amended, this City of Sturgis City Commission has the authority to establish "Plant Rehabilitation Districts" within City of Sturgis; and

WHEREAS, Automotive AC Design and Consulting LLC has petitioned this City of Sturgis City Commission to establish a Plant Rehabilitation District on its property located in City of Sturgis hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Sturgis Journal and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on Wednesday, November 13, 2024 a public hearing was held at which all owners of real property within the proposed Plant Rehabilitation District and all residents and taxpayers of City of Sturgis were afforded an opportunity to be heard thereon; and

WHEREAS, the City of Sturgis City Commission deems it to be in the public interest of the City of Sturgis to establish the Plant Rehabilitation District as proposed; and

IT IS HEREBY DETERMINED that the property comprising not less than 50 percent of the state equalized valuation of the property within the proposed Plant Rehabilitation District is obsolete; and" NOW, THEREFORE, BE IT RESOLVED by the City of Sturgis City Commission of City of Sturgis that the following described parcel of land situated in City of Sturgis, Saint Joseph County, and State of Michigan, to wit:

Parcel #75-052-777-011-00, 1103 North Centerville Road

COM ON W LN OF SEC 36 T7S R10W 1068 1/2 FT N OF SW COR OF SD SEC TH N 400 FT TH E 691.42 FT TO W LN OF R. R. R/W TH SLY ALG R/W 402.28 FT TH W 735.21 FT TO POB. 6.65 A.

is established as a Plant Rehabilitation District pursuant to the provisions of PA 198 of 1974, as amended.

Meeting recessed at 7:30 Meeting reconvened at 7:35

City Clerk/Treasurer Kenneth Rhodes provided information on the Groundwater Protection ordinance and the members of the related appeals board. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve Kimberly Bush as citizen representative, Pete Stemen as industry representative, and Buddy Denman as the at-large Planning Commissioner to the Groundwater Protection Board of Appeals.

Voting vea: Nine Voting nav: None MOTION CARRIED

Facilities Manager Dan Root provided information on the bids received related to rehabilitation of the downstairs bathrooms at SYCA. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve Change Order 001 in the amount of two hundred twenty-five thousand one hundred forty-four dollars and forty-four cents (\$225,144.44) and Change Order 002 in the amount of twenty-five thousand eighteen dollars and eighty-nine cents (\$25,018.89) from Frederick Construction for renovations to the lower-level restrooms at Sturges-Young Center for the Arts.

Voting yea: Nine Voting nay: None MOTION CARRIED

City Controller Holly Keyser provided information on the City's insurance stop-loss and the possible addition of prescription drugs. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve expanding insurance stop-loss coverage to include prescription drugs as presented.

Voting yea: Nine Voting nay: None MOTION CARRIED

City Manager Andrew Kuk provided information on the City Commission Procedural Policy which can be reviewed and discussed at a future meeting.

City Clerk/Treasurer Kenneth Rhodes provided information on the annual approval of documents related to City funds, which have no changes from the prior year.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Authorized Depositories Resolution and City of Sturgis Investment Policy as presented.

Voting yea: Nine Voting nay: None MOTION CARRIED

Mayor Perez made appointments to the Commission represented boards.

City Manager Andrew Kuk provided information on the SHDC and the annual resolution.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Consent In Lieu of a Special of Shareholders of Sturgis Housing Development Corporation as presented.

Voting yea: Nine Voting nay: None MOTION CARRIED

The City Commission had consensus to hold a Work Session on Monday, November 18, 2024 at 5pm related to Zoning Ordinance amendments.

The meeting was adjourned at 8:36 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

WORK SESSION - STURGIS CITY COMMISSION MONDAY, NOVEMBER 18, 2024 WIESLOCH RAUM - CITY HALL

Mayor Perez called the meeting to order at 5:15 p.m.

Commissioners present: Boring, Moyer, Smith, Harrington, Abbs, Miller, Vice-Mayor Bir,

Mayor Perez

Commissioners absent: Mullins

Also present: City Manager, Community Development Director, City Clerk

Community Development Director Will Prichard provided extensive details on the proposed changes to the entire Zoning Ordinance.

City Commissioners provided feedback and suggestions on the proposed changes.

The City Commission had consensus to refer the option of using gravel for a small widening of a driveway to the Planning Commission.

There was discussion on the next steps prior to adoption of the changes.

The meeting was adjourned at 10:15 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

City of Sturgis City Commission Regular Meeting

Agenda Item 8B

Date	Check#	Vendor	VendorName	Amount
11/12/2024	250502M	06533	ENTERPRISE FM TRUST	5,047.18
11/08/2024	PR0649M	00061	CITY OF STURGIS PAYROLL	349,663.89
11/21/2024	T17184M	04389	FRONTIER COMMUNICATIONS A	57.53
11/18/2024	T17185M	04389	FRONTIER COMMUNICATIONS A	259.25
11/11/2024	T17186M	04197	MI PUBLIC POWER AGENCY	174,049.94
11/25/2024	T17187M	03770	MICHIGAN GAS UTILITIES	36.53
11/25/2024	T17188M	03770	MICHIGAN GAS UTILITIES	110.66
11/21/2024	T17189M	03770	MICHIGAN GAS UTILITIES	506.00
11/20/2024	T17190M	03770	MICHIGAN GAS UTILITIES	65.49
11/20/2024	T17191M	03770	MICHIGAN GAS UTILITIES	175.52
11/25/2024	T17192M	03770	MICHIGAN GAS UTILITIES	105.93
11/25/2024	T17193M	03770	MICHIGAN GAS UTILITIES	17.96
11/25/2024	T17194M	03770	MICHIGAN GAS UTILITIES	452.81
11/12/2024	T17195M	00512	CAMOCO FUEL SYSTEM	15,452.85
11/12/2024	T17196M	00449	CENTURY BANK & TRUST	3,402.13
11/01/2024	T17197M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
11/08/2024	T17198M	00062	CITY OF STURGIS-EMPLOYEE INS	72,527.19
11/08/2024	T17199M	00063	CITY OF STURGIS TAX TRANSFER	18,727.97
11/08/2024	T17200M	00064	INTL CITY MGMT ASSOC RETR CORP	10,060.04
11/08/2024	T17201M	00065	DOYLE MEMBERSHIP TRANSFER	2,783.35
11/08/2024	T17202M	03229	CITY OF STURGIS-WORKERS COMP	3,085.27
11/08/2024	T17203M	05123	COMERICA BANK-INST TRUST SERV	34,824.85
11/08/2024	T17204M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,186.05
11/08/2024	T17205M	06190	HEALTH EQUITY/HSA PR TRANSFER	400.00
11/25/2024	T17206M	04389	FRONTIER COMMUNICATIONS A	841.12
11/01/2024	T17207M	06138	MUTUAL OF OMAHA INSURANCE CO	5,453.10
11/13/2024	T17208M	05903	WEST SIDE BEER DISTRIBUTING	178.60
11/01/2024	T17209M	04088	BLUE CROSS BLUE SHIELD OF MI	21,617.88
11/22/2024	T17210M	03173	FIFTH THIRD BANK	17,543.55
11/08/2024	T17211M	04088	BLUE CROSS BLUE SHIELD OF MI	71,296.96
11/15/2024	T17212M	04088	BLUE CROSS BLUE SHIELD OF MI	5,458.74
11/15/2024	T17213M	05875	ALERUS FINANCIAL/MERS-STIPEND	2,700.00
11/14/2024	T17214M	04197	MI PUBLIC POWER AGENCY	222,075.05
11/14/2024	T17215M	06093	PEPSI BEVERAGES COMPANY	291.14
11/22/2024	T17216M	03858	FARMERS STATE BANK	7,781.90

11/10/2024	T17217M	00181	GORDON FOOD SERVICE	663.85
Manual Total				1,052,558.70
11/27/2024	250503	00066	ACTION QUICK PRINT PLUS	694.00
11/27/2024	250504	06156	AGILE TICKETING SOLUTIONS LLC	142.01
11/27/2024	250505	05634	AL STIMSON	100.00
11/27/2024	250506	00002	ALL-PHASE ELECTRIC SUPPLY	207.13
11/27/2024	250507	05103	BRIDGETTE ALLEY	250.00
11/27/2024	250508	06119	AMAZON.COM SALES INC	5,713.91
11/27/2024	250509	00041	AMY HAMLIN	350.00
11/27/2024	250510	05224	ANIXTER INC	3,840.40
11/27/2024	250511	00624	AQUA BLAST CARWASH SYSTEMS INC	224.00
11/27/2024	250512	02292	ASPLUNDH TREE EXPERT CO	14,719.78
11/27/2024	250513	05656	AXON ENTERPRISE INC	330.00
11/27/2024	250514	00130	BANDHOLTZ PAINT MFG CO	212.22
11/27/2024	250515	03286	THE BANK OF NY MELLON TRUST CO	750.00
11/27/2024	250516	06117	BENITA ANN LEWIS	15.00
11/27/2024	250517	02749	HARLAN BLOOD	15.00
11/27/2024	250518	00511	BOALS SEWER & DRAIN CLEANING	145.00
11/27/2024	250519	00005	BOGEN CONCRETE INC	18,790.50
11/27/2024	250520	00006	BOLAND TIRE INC	1,567.75
11/27/2024	250521	03327	BOUND TREE MEDICAL LLC	799.87
11/27/2024	250522	05964	BREWHOUSE BBQ	255.00
11/27/2024	250523	00138	BS & A SOFTWARE	1,375.00
11/27/2024	250524	01383	C S RAYMER COMPANY INC	4,650.00
11/27/2024	250525	06100	CAMINO TECHNOLOGIES INC	10,000.00
11/27/2024	250526	00364	CAROL DUSTIN	360.00
11/27/2024	250527	00296	CHARLES AND JACQUELYN KIMBLE	19.71
11/27/2024	250528	06296	CIVICPLUS LLC	418.95
11/27/2024	250529	00296	CLAIRE E MULTER	78.48
11/27/2024	250530	03059	CONCORD EXCAVATING, LLC	720,217.03
11/27/2024	250531	05108	CORRIGAN OIL CO	1,263.72
11/27/2024	250532	06325	COTTIN'S HARDWARE	379.25
11/27/2024	250533	06158	CULLIGAN WATER OF STURGIS	200.00
11/27/2024	250534	06264	CUTTER'S EDGE LAWN CARE LLC	2,304.00
11/27/2024	250535	06557	CYRUS CHESTNUT	12,000.00
11/27/2024	250536	06361	ECOLAYERS INC	775.00

11/27/2024	250537	06014	EGANIX INC	840.00
11/27/2024	250538	06062	ELECTIONSOURCE	171.39
11/27/2024	250539	00769	EMERGENCY VEHICLE PRODUCTS INC	620.74
11/27/2024	250540	05745	ERICA VARGAS SARCO	20.00
11/27/2024	250541	06343	ERIN MELCHI BAKER	60.00
11/27/2024	250542	05434	F & F GRINDING SERVICE	20.00
11/27/2024	250543	05490	FERGUSON WATERWORKS #3386	4,103.23
11/27/2024	250544	05583	FITNESS THINGS INC	225.00
11/27/2024	250545	00776	FLEIS & VANDENBRINK	38,704.57
11/27/2024	250546	04389	FRONTIER COMMUNICATIONS A	228.72
11/27/2024	250547	06563	G.L. BERG ENTERTAINMENT	2,000.00
11/27/2024	250548	06468	GANNETT MICHIGAN LOCALIQ	177.92
11/27/2024	250549	01403	GEORGE EARL	40.00
11/27/2024	250550	06590	GEORGE EBERT	60.00
11/27/2024	250551	00179	GLEN OAKS COMMUNITY COLLEGE	1,980.00
11/27/2024	250552	00183	GRAINGER INC	2,594.60
11/27/2024	250553	06408	GRAND IMPRESSIONS PROP MAINT	148.00
11/27/2024	250554	06219	HAVILAND PRODUCTS COMPANY	1,650.00
11/27/2024	250555	00296	HEATHER N LUCKEY	12.47
11/27/2024	250556	00016	WILLIAM A HICKMAN	3,699.00
11/27/2024	250557	03515	HYDROCORP	4,625.50
11/27/2024	250558	01101	JANENE KOSMAN	80.00
11/27/2024	250559	00296	JANET ROWE	120.80
11/27/2024	250560	06199	JANSEN PLUMBING, HEATING &	2,093.45
11/27/2024	250561	06314	JODIE M JOHNSON	40.00
11/27/2024	250562	05842	JOHN DEERE FINANCIAL	623.19
11/27/2024	250563	06217	JOHN J FLOWERS	40.00
11/27/2024	250564	00296	JOHN L VILLASAN	76.28
11/27/2024	250565	06482	KENDRICK STATIONERS	843.23
11/27/2024	250566	00296	KEVIN DONEY	100.00
11/27/2024	250567	01656	KOORSEN FIRE & SECURITY INC	423.95
11/27/2024	250568	04071	KS AUTO SERVICE INC	278.46
11/27/2024	250569	05385	LAKE AREA VETERINARY GROUP	54.99
11/27/2024	250570	04039	LAKELAND ASPHALT CORP	2,203.13
11/27/2024	250571	05977	LAKELAND INTERNET LLC	106.94
11/27/2024	250572	00394	LAWSON-FISHER ASSOCIATES PC	41,727.12
11/27/2024	250573	04625	LEWIS MUNICIPAL SALES	4,900.00

11/27/2024	250574	03684	LEXISNEXIS RISK SOLUTIONS	200.00
11/27/2024	250575	00296	LINDA J HAMILTON	71.81
11/27/2024	250576	00220	LITHO PRINTERS INC	571.15
11/27/2024	250577	06250	MARANA GROUP	2,581.01
11/27/2024	250578	03095	MARY DRESSER	170.00
11/27/2024	250579	00296	MEGAN I K STRANG	42.73
11/27/2024	250580	06155	MERCER SEPTIC AND EXCAVATING	2,935.00
11/27/2024	250581	03774	STATE OF MICHIGAN	259.50
11/27/2024	250582	03774	STATE OF MICHIGAN	30.00
11/27/2024	250583	03774	STATE OF MICHIGAN	73.25
11/27/2024	250584	00403	MICHIGAN CAT	135,879.00
11/27/2024	250585	00702	MICHIGAN MUNICIPAL LEAGUE	1,800.00
11/27/2024	250586	00024	STATE OF MICHIGAN - MDOT	46,459.83
11/27/2024	250587	05121	MICKEY'S LINEN	252.26
11/27/2024	250588	04702	MILLER JOHNSON ATTORNEYS	1,015.62
11/27/2024	250589	06575	MUSIC EXPRESS	550.00
11/27/2024	250590	00847	MWEA	395.00
11/27/2024	250591	06267	NEW CREATIONS LANDSCAPE LLC	3,007.92
11/27/2024	250592	06113	NORTHERN TOOL & EQUIPMENT	39.99
11/27/2024	250593	06412	PAUL'S LAWN AND DOCKS	1,910.00
11/27/2024	250594	05988	PIVOT POINT PARTNERS LLC	1,330.00
11/27/2024	250595	05042	PLANT GROWTH MANAGEMENT SYSTEM	10,304.00
11/27/2024	250596	00485	POWER LINE SUPPLY	6,881.68
11/27/2024	250597	00031	POWER SYSTEM ENGINEERING INC.	2,970.00
11/27/2024	250598	05468	PVS TECHNOLOGIES INC	2,913.98
11/27/2024	250599	00035	RESCO	10,398.81
11/27/2024	250600	06038	REVOLUTION HEALTH, P.C.	85.00
11/27/2024	250601	00296	S&M REALTY LLC	114,944.47
11/27/2024	250602	05765	SELKING INTERNATIONAL	108.84
11/27/2024	250603	01197	SHERWIN-WILLIAMS COMPANY	72.54
11/27/2024	250604	00488	STATE SYSTEMS RADIO INC	195.00
11/27/2024	250605	06525	STRAIGHT LINE MOWING	100.00
11/27/2024	250606	03214	STRYKER	134.16
11/27/2024	250607	06487	STURGIS ACE HARDWARE	849.39
11/27/2024	250608	01458	STURGIS AREA CHAMBER	350.00
11/27/2024	250609	04400	STURGIS BANK & TRUST-CUSTODIAN	161.96
11/27/2024	250610	00936	STURGIS COMMUNITY POOL	430.00

11/27/2024	250611	05826	STURGIS GLASS LLC	204.00
11/27/2024	250612	00841	STURGIS TOWING & RECOVERY	65.00
11/27/2024	250613	04140	SWICK BROADCASTING COMPANY	250.00
11/27/2024	250614	06281	T MOBILE USA INC	424.69
11/27/2024	250615	06107	TALIA YEOMAN	210.00
11/27/2024	250616	06151	THE NAKED SHIRT CUSTOM PRINTNG	240.00
11/27/2024	250617	05777	TRACE ANALYTICAL LABORATORIES	1,368.75
11/27/2024	250618	06426	TRACY LIVELY LLC	40.00
11/27/2024	250619	01238	UNITED PARCEL SERVICE	21.38
11/27/2024	250620	04453	VERIZON WIRELESS	2,288.06
11/27/2024	250621	06106	VIKING - CIVES GROUP	728.81
11/27/2024	250622	03511	WASTE MANAGEMENT	4,028.41
11/27/2024	250623	06591	YODER'S LAWN MAINTENANCE LLC	1,975.00
11/27/2024	250624	06480	ZIP'S AW DIRECT	99.99
11/27/2024	D02463	00340	AMERICAN SAFETY & FIRST AID	137.39
11/27/2024	D02464	00077	CARQUEST AUTO PARTS	21.17
11/27/2024	D02465	02983	CINTAS LOCATION #351	2,069.99
11/27/2024	D02466	06244	EMERGENCY VEHICLES PLUS	39,353.96
11/27/2024	D02467	03423	ESRI INC	650.00
11/27/2024	D02468	06505	GALLS LLC	11,144.15
11/27/2024	D02469	00019	KENDALL ELECTRIC INC	1,081.00
11/27/2024	D02470	06238	LUBRICATION ENGINEERS, INC	3,294.98
11/27/2024	D02471	06026	MID-CITY SUPPLY CO INC	5.10
11/27/2024	D02472	06069	NAPA AUTO PARTS	1,752.03
11/27/2024	D02473	05932	O'REILLY AUTO ENTERPRISES LLC	288.96
11/27/2024	D02474	03091	PRIME QUALITY ELECTRIC LLC	1,110.55
11/27/2024	D02475	06125	THE COPY IMAGE INC	1,078.50
Automatic Total				1,343,261.16
Grand Total				2,395,819.86

PAYROLL DISBURSEMENT

FOR PAYROLL ENDING 11/03/2024 PR0649M PAYROLL DATE 11/08/2024

GENERAL	\$170,233.38
MAJOR STREET	7,130.64
LOCAL STREET	6,494.90
CEMETERY	6,646.38
AIRPORT	324.10
BUILDING	3,640.42
HOUSING DEPARTMENT	0.00
STURGES-YOUNG CENTER FOR THE ARTS	5,894.33
RECREATION	2,874.95
DOYLE RECREATION CENTER	9,629.82
AMBULANCE	16,171.64
ELECTRIC	90,198.48
SEWER	16,583.51
WATER	11,375.23
MOTOR VEHICLE	2,466.11
Payroll Sub-Total	\$349,663.89

City of Sturgis City Commission Regular Meeting

Agenda Item 10A

CIVICENGAGE municipal websites CENTRAL

City of Sturgis, Michigan

PRESENTED BY:

Ross Wells, Account Executive

November 22, 2024



CP CIVICPLUS

Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to create a website solution that allowed municipal staff to maintain their websites daily without needing a technical webmaster. As technology advanced, we saw our customers' need to bring more services online. We expanded our vision to make local government work better as a whole.

Today, CivicPlus provides public sector technology that automates processes, digitizes services, and enhances civic experiences. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a frictionless experience for residents and staff. Our portfolio includes solutions for:



- Municipal Websites
- Web Accessibility
- · Agenda and Meeting Management
- Codification
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management

- Process Automation and Digital Services
- Planning, Permitting, Licensing, and Code Enforcement
- Fire and Life Safety Inspections
- Social Media Archiving
- FOIA Management

EXPERIENCE & RECOGNITION

25+ Years 10,000+ Customers 850+ Employees









CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for Sturgis.

CONTACT INFORMATION

Contact



Ross Wells
Account Executive
ross.wells@civicplus.com
317.250.5985

Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502 Phone: 888.228.2233 | Fax: 785.587.8951 <u>civicplus.com</u>

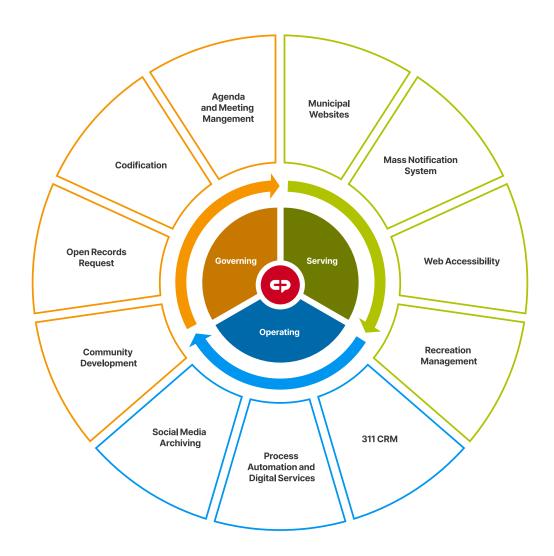


Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.

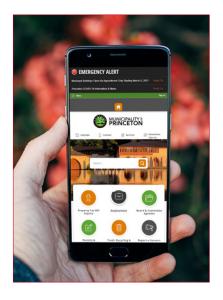


CMS Features & Functionality

CivicPlus' Municipal Websites Central (Web Central) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website

frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.



Modules & Widgets

RESIDENT ENGAGEMENT

Web Central offers many effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.

Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Calendar – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month.

Submit Requests and Report Issues – Allow residents to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types) via Citizen Request Tracker (CRT).

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

News - Post news items and keep your residents up to date on important information via News Flash.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.



them via Notify Me® (includes up to 500 SMS users). Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to

Users can vote on favorites or share via email and social media Gallery – Display photos of parades, local sporting events, or historical locations through albums or slideshows

Pop-up Modal – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages

ASSET MANAGEMENT

key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access. Web Central comes fully equipped with a robust set of document and image management tools that work with other

Management product is available as an add-on. module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center

Archive Center - Manage and retain serial and older documents.

Document Center - Organize and manage documents in one central repository.

Public Images – Store all your images in one central location, to utilize individually or create slideshows on your site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

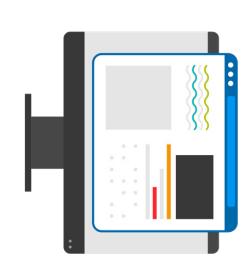
INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.



Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

footers and right-hand navigation. Quick Links – Provide links to highly requested services and information. These are commonly displayed in website

Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community

throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific **Staff Directory** – Provide contact information for departments and individual staff members. Use the information persons or departments on relevant pages



DEPARTMENT-SPECIFIC

There are several function-specific features and modules for government departments. These tools are integrated into the Web Central CMS and offer the ability to complete multiple steps in one action.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.



COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.



Community Voice Widget – Encourage civic participation and engagement by adding specific discussion areas to relevant pages.

Custom HTML Widget - Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget - Add images to a page.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget - Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

Administrative Features

The administration of your Web Central website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.



Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log - Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items - Administrators have access to a queue of pending items to be published or reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is Web Central easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags - Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment processor to accept payments on your website (separate agreement must be made directly between you and the chosen approved processor). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.



Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps - Easily embed maps from Google, ESRI, and more using the HTML widget.

Mega Menu - A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log - All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation - Integration with Google Translate translates web pages into over 100 languages.

ACCESSIBILITY COMPLIANCE

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. CivicPlus wants to help our customers maximize accessibility for all users and surpass Section 508 ADA accessibility requirements while providing you freedom to create a visually rich and appealing website. Our multi-faceted approach sets you up for success:

- We build websites using WCAG guidelines to be highly accessible at go live.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up to date with the latest ADA/ WCAG standards.
- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.
- Any new regulations that require code changes are done automatically by our product team, at least quarterly, with no additional effort required from you.
- In addition, our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.





Due to the dynamic nature of website content updates, an ongoing accessibility solution can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides two long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges. Additional details and/or a quote can be provided upon request.

AudioEye Partnership

CivicPlus partners with AudioEye to provide a suite of accessibility tools and services for WCAG 2.2 compliance at a discounted rate to our customers.

Monsido Website Optimization & Compliance Tools

Monsido is an easy-to-use web governance platform available to purchase and add to your project. Monsido's tools help you identify, prioritize, and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards.

Premium Department Header Package

A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main website while leveraging consistent CMS administration. The Premium Department Header Package shares CMS login and modules with the main website. Further, it inherits the structural layout, widgets, and design styles from the main website.

A Premium Department Header Package includes department specific:

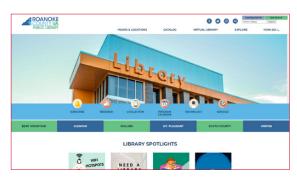
- Site URL (if applicable)
- SSL Certificate / DNS & Hosting (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content and Placement
- Custom Color Palette

Examples of a Premium Department Header Package

The examples provided below are representative of attributes found in a Premium Department Header Package, but may not expressly reflect the design package of your main website.



Roanoke County, VA - Main Website



Library Department Header



Manistee County, MI - Main Website



911 Dispatch Department Header

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level
 password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

The CivicPlus Portal is the ideal addition to your website to create personalized, one-stop access for your residents to obtain information, resources, and interact with your municipality. Residents can build a customizable dashboard with quick links to the pages and services on your website that they use most frequently, saving them time. This also will benefit your staff with reduced phone calls, walk-ins, and emails.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and set up complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are examples of integrations you can create with Web Central:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center
- An integration that will push a new Calendar Event to post directly in the News Flash module
- An ICS integration to pull content from your CivicPlus Recreation Management solution calendar and automatically place it on the Calendar module in your new Web Central website



Implementation

Premium Project Timeline

Design creation, content development, configuration for usability and accessibility, dedicated training—CivicPlus delivers all of this and more during the development of your new website.

A typical premium project ranges from 18 – 32 weeks. Sturgis' exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.

PHASE 1: INITIATE	2-4 Weeks	Project Kickoff MeetingPlanning & Scheduling	
PHASE 2: ANALYZE	4-6 Weeks	Customer Deliverable SubmissionDesign Discovery MeetingContent Process Meeting	
PHASE 3: DESIGN & CONFIGURE	8-14 Weeks	 Design Concept Development Design Concept Meeting Content Development Agendas & Minutes Migration Website Completion 	
PHASE 4: OPTIMIZE	1-2 Weeks	Website Finalization	
PHASE 5: EDUCATE	1-2 Weeks	Training Engagement	
PHASE 6: LAUNCH	2-4 Weeks	Launch Confirmation MeetingWebsite Launch	

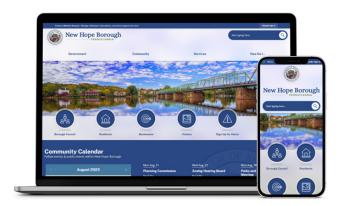
Premium Package Designs

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one Advanced Design Component, if desired. Advanced Design Components provide next-level user engagement by leveraging the latest design enhancements in the Web Central product. Your art director will help you choose the component that works best for your website goals and desired site maintenance level.

DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the premium implementation package.



New Hope Borough, PA newhopeborough.org



Dublin, CA dublin.ca.gov



Botetourt County, VA botetourtva.gov



Orange, TX orangetexas.gov



Approaching Your Project Implementation

Communication between you and your Web Central team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work



The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Phased Approach

PHASE 1: INITIATE

Project Kickoff – During this initial meeting, your project manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

PHASE 2: ANALYZE

Customer Deliverables - Sturgis will be responsible for submitting deliverables as outlined.

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting – Meet with your project manager and web content specialist to detail our content development process.

PHASE 3: DESIGN & CONFIGURE

Design Concept Development – You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your project team on any feedback and then final approval.



Content Development – Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, Web Central website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration – The Content Development team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion – Sturgis will receive a completed production website featuring your approved design combined with the finished content.

PHASE 4: OPTIMIZE

Website Finalization – Both the Web Central project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production website, as well as ensure overall satisfaction with your website.

PHASE 5: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration and you can obtain hands-on experience.

PHASE 6: LAUNCH

Website Launch Confirmation Meeting – Your Web Central project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch - After final confirmation, your website will be made live and available to the public.



Your Role During Implementation

To help create the strongest possible website, we will need you to:

- · Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)



60-Month Redesign

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. Unlike other vendors, our redesigns aren't just changes in the colors or some of the buttons as your staff can do that independently. With a CivicPlus recurring redesign, you can receive a completely brand-new website design and layout after every 60 months of continuous service during our partnership. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Web Central.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Support at a Glance

- Technical support engineers available
 7 a.m. 7 p.m. (CST) Monday Friday
 (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.



AWARD-WINNING

Over the past six years, CivicPlus Technical Support has been recognized by the globally respected Stevie® Awards for Sales and Customer Service. CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and eight Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees and 100 or More Employees, Most

Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, Remote Customer Service Innovation of the Year, and Achievement in Customer Experience. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.



ENGAGEXCHANGE



reflects our commitment to: ideas, guidance, tips, advice, and more for our Web Central customers. It The ENGAGEXCHANGE is an online community and the central hub of

opportunities. discover solutions, share ideas, and join focus groups and beta Connection - Customers can connect with their peers to ask questions,

submit ideas for improvements and enhancements. on the future direction of the Web Central roadmap and will be able to Direction – Customers will have the opportunity to provide targeted input

CONTINUING PARTNERSHIP

your new system to most effectively engage your residents. a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of We won't disappear after your website is launched. You'll be assigned

MAINTENANCE

they ever affect our customers' web solutions. Our standard maintenance includes: messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

62

Guardian Hosting & Security

In today's digital era, local governments require a hosting solution that not only meets their needs but exceeds their expectations. Our Enterprise Level Hosting Solution is designed with local governments in mind, offering unparalleled DDoS protection to safeguard your digital infrastructure from the most aggressive cyber threats. With our state-of-the-art security measures, you can ensure the continuity of critical services, even in the face of sophisticated attacks.

Moreover, we understand the importance of building resident trust through consistent and reliable service availability. That's why we guarantee a high availability of **99.9% uptime**, ensuring your services are accessible when your residents need them the most. This commitment to uptime translates to less than 8.76 hours of potential downtime annually, demonstrating our dedication to maintaining your operations without interruption.

Data Center	 Redundant Power Supply Uninterruptible Power Supply (UPS) Systems Enhanced Cooling Infrastructure Diesel Engine Generators Energy Storage Redundant HVAC Systems N+1 Redundancy Fully Redundant Network System Monitoring - 24/7/365 			
Security	 Web Application Firewall (WAF) Protects Against SQL Injection, Cross-Site Scripting, & Other Threats OWASP Modsecurity Core Rule Set Guards Against OWASP Top 10 Vulnerabilities Server Management Services Ensure Smooth Operation & Optimal Performance Regular Software Updates & Security Patches Antivirus Management & Updates Protect Against Malware Continuous System Monitoring for Health & Performance 			
Performance	 Regional Content Delivery Network (CDN) Distributes Cached Content to Minimize Latency & Enhance Reliability Server-Side Caching with Regional CDN Improves Page Load Times & Content Delivery Unparalleled Browsing Experience for Users on Your Website or Application 			
Hosting	 Enhanced Security and Compliance CMS software updates Server management & monitoring Multi-tiered software architecture Server software updates & security patches Database server updates & security patches Antivirus management & updates Server-class hardware from nationally recognized provider Redundant firewall solutions High performance SAN with N+2 reliability 			
Disaster Recovery	 Emergency After-Hours Support, Live Agent (24/7) Online Status Monitor by Data Center 8-Hour Guaranteed Recovery Time Objective (RTO) 24-Hour Guaranteed Recovery Point Objective (RPO) Pre-Emptive Monitoring for Disaster Situations Multiple, Geographically Diverse Data Centers 			
DDoS Protection & Mitigation	 Cloudflare's Reverse Proxy to Protect Your Network Access to Advanced Tools that Defend Against DDoS Attacks Utilize Cloudflare's Massive Network Capacity of 30 Tbps A Skilled Team is Always Ready, 24/7, to Stop Any Attacks on Your Digital Assets 			

Investment Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 60 days from November 22, 2024.

Features & Functionality

- Web Central CMS Tools, Widgets, & Features
- 1 Premium Department Header Package

Implementation

- Premium Package
 - 1 Website Layout Built Using Available Flexible Layout Options
 - 1 Custom Website Design Built Using Approved Layout & Up to 1 Advanced Design Component
- 50 pages Content Development from URL sturgismi.gov
- Up to 100 Meetings Worth of Agendas & Minutes PDF/DOC Migration
- 4 Blocks of Virtual System Training (up to 3 hours/block)

Annual Recurring Services

- Premium Guardian Hosting & Security
- 1 SSL Certificate
- DNS Hosting for URL sturgismi.gov
- Software Maintenance Including Service Patches & System Enhancements
- 24/7 Technical Support & Access to the CivicPlus Help Center
- Dedicated Customer Success Manager
- 60-Month Premium Website Redesign

Sturgis' Investment	
List Price - Initial Term Total	\$31,848.00
Initial Term - Discount	(\$4,424.00)
Total Investment - Initial Term (includes one-time fees and Initial Term annual services)	\$27,424.00
Annual Recurring Services (subject to uplift)	\$8,848.00

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in U.S. dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CIVICPLUS OFFERS:

Standard Invoicing

- 100% of Initial Term invoiced upon signature date
- First-year Annual Services fee is included with your Initial Term cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a 5% technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please reach out for more details

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with Sturgis.

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
Project Manager	\$135.86	35	\$4,755.10
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	44	\$5,785.12
Graphic Designer	\$109.57	45	\$4,930.65
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	58	\$6,355.06
Trainer	\$109.57	12	\$1,314.84
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	150	\$12,096.00
		Subtotal	\$35,236.77
		Discount	(\$7,812.77)
		Total Fees Year 1	\$27,424.00

Project Implementation and Deployment

- CivicEngage Premium Implementation
- Website Content Development Up to 50 Pages
- 4x Website New Customer Virtual System Training Up to 3 hours & 12 Attendees per Session
- Agendas & Minutes Migration PDF up to 100 Meetings (Approx. 1 year)
- Premium Department Header Implementation CivicEngage
- Premium Department Header Annual Fee CivicEngage
- CivicEngage Central Annual Fee
- CivicEngage Central Hosting & Security Annual Fee
- Guardian Security (Cloudflare WAF/CDN) Cloudflare Tier 1 WAF/CDN security protection
- SSL Management CivicPlus Provided 1 URL
- DNS Hosting for .GOV Annual Fee 1 URL
- 60 Month Redesign Premium Annual CivicEngage Central

Total Initial Term Fees

\$27,424.00

Renewal Term Annual Services

\$8,848.00

- 1. Performance and payment under this Statement of Work ("SOW") by and between the city of Sturgis City, MI ("Customer") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff.
- 2. This SOW shall remain in effect beginning at signing and continuing for 1 year. This SOW may be renewed for an additional 1-year Renewal Term upon mutual agreement of the Parties.

- 3. The Total Initial Term Fees will be invoiced as follows: 100% upon signing.
- 4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature		CivicPlus
Ву:		By:
Name:		Name:
Title:		Title:
Date:		Date:
Organization Legal Name:		
Billing Contact:		
Title:		
Billing Phone Number:		
Billing Email:		
Billing Address:		
Mailing Address: (If different from above)		
PO Number: (Info needed on Invoice (PO o	r Job#) if require	d)

City of Sturgis City Commission Regular Meeting

Agenda Item 10B

City of Sturgis (Central Delivery Point) Facilities Agreement

This City of Sturgis (Central Delivery Point) Facilities Agreement ("Facilities Agreement") is entered into as of the _____ day of _____, 2024 ("Execution Date"), by and among American Electric Power Service Corporation ("AEPSC"), as agent for Indiana Michigan Power Company ("I&M") and AEP Indiana Michigan Transmission Company, Inc. ("IMTCo") (I&M and IMTCo are referred to collectively as "AEP"); the City of Sturgis ("Sturgis"), a municipal corporation organized and existing under the laws of the State of Michigan; and the Michigan Public Power Agency ("MPPA"), a body politic and corporate organized and existing under the laws of the State of Michigan. I&M, IMTCo, Sturgis and MPPA may each be sometimes herein referred to collectively as the "Parties" or singularly as a "Party."

WITNESSETH:

WHEREAS, Sturgis owns and operates an electric utility system in Sturgis, and portions of surrounding townships in Michigan;

WHEREAS, Sturgis currently takes Network Integration Transmission Service ("NITS") under the PJM Open Access Transmission Tariff ("PJM Tariff") for Sturgis' delivery points;

WHEREAS, in conjunction with Sturgis taking NITS on behalf of the load served at Sturgis's Delivery Points, Sturgis, I&M and IMTCo are parties to a certain Interconnection and Local Delivery Service Agreement ("ILDSA");

WHEREAS, AEP and MPPA entered into a certain Billing Agent Agreement dated as of June 1, 2020, designated as PJM Service Agreement No. 5677 (the "BA"), to establish the terms and conditions under which MPPA will pay to AEP the monthly charges incurred by Sturgis pursuant to the ILDSA;

WHEREAS, the purpose of this Facilities Agreement is to modify the existing Central Delivery Point and establish a new location for the metering equipment to serve the Central Delivery Point due to I&M's plans to retire and remove its existing Stubey Road Substation located on Sturgis property as part of an overall Area Transmission System Improvement Project; and

WHEREAS, IMTCo plans to construct a new Stubey Road Substation, and the Central Delivery Point will be provided electric service via IMTCo's new Stubey Road Substation through an existing AEP 69 kV radial transmission line that extends from AEP's Stubey Road Substation to Sturgis' Central Substation in St. Joseph County, Michigan.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. **AEP Responsibilities**.

- a. IMTCo shall be responsible for:
 - i. Designing, installing, owning and maintaining equipment required to construct a new Stubey Road Substation to be a 138/69 kV substation with a four 138 kV breaker ring bus, two 138/69 kV transformers, six 69 kV breaker ring bus and two 17.6 MVAR capacitor banks on the 69 kV ring bus. (Estimated design and installation cost: \$15,700,000).

b. I&M shall be responsible for:

- i. Purchasing, installing, owning, operating, and maintaining the revenue billing meter and 69 kV potential transformers ("PTs") and current transformers ("CTs") (including the instrument transformer secondary circuits) to serve the Central Delivery Point. The new PTs and CTs will be located inside IMTCo's Stubey Road Substation (the purchase, installation, operation and maintenance of the revenue billing meter and the CTs/PTs are referred to herein as "Metering") to be located in the new control building inside IMTCo's Stubey Road Substation fence. (Estimated design and installation cost: \$370,000). The I&M revenue billing meter will have an available serial port (RS-232) to which Sturgis will install the necessary cellular device to obtain real-time meter data. I&M will provide space and 120V AC power for Sturgis' cellular modem on the meter panel located inside the control building.
- ii. Removing its existing owned Sturgis Substation located on Sturgis property. (See Exhibit 1: Proposed Future Configuration). (Estimated cost: \$271,000).

2. Sturgis Responsibilities.

- a. Sturgis is responsible for:
 - i. Designing, installing, operating, and maintaining a circuit breaker and protection equipment at Sturgis' existing Central Substation. Sturgis will own the circuit breaker and protection equipment.
 - ii. Purchasing, installing, owning, operating, and maintaining a SEL-3061 cellular device located inside of IMTCo's control building to obtain real-time meter data via the available serial port of the I&M revenue billing meter. AEP grants Sturgis reasonable access to its property for Sturgis to perform their obligations hereunder. Sturgis shall comply with all safety rules applicable to the area to which access is obtained, provided, however, AEP shall inform Sturgis of the safety rules applicable to each area prior to the commencement of work. AEP grants Sturgis permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the SEL-3061 cellular device. Unless

otherwise agreed in writing, the SEL-3061 cellular device placed or installed by Sturgis on the premises of AEP shall be owned by and remain the property of Sturgis, regardless of the mode and manner of attachment to real property.

3. **AEP Cost Responsibilities.**

- a. IMTCo shall be responsible for the cost of the facilities and work as described and set forth in Section 1.a.i.
- b. I&M shall be responsible for the cost of the facilities and work as described and set forth in Section 1.b.ii.

4. MPPA and Sturgis Cost Responsibilities.

- a. MPPA and Sturgis shall be responsible for the costs of the facilities and work as described and set forth in Section 1.b.i and Section 2.
- b. MPPA agrees to make a one-time payment to I&M for the actual costs of the purchase and installation of the revenue billing meter and CTs and PTs ("CIAC Costs") as set forth in Exhibit 2.
- c. In addition, the cost of I&M's operations and maintenance activities described in Section 1.b.i will be recovered by AEP through the monthly charges to be listed in a future Attachment 1 update of the MPPA BA after the in-service date of the Central Delivery Point modifications. The monthly charges will take into account any payment for the CIAC Costs. Such monthly charges will become effective on the date established by the Federal Energy Regulatory Commission ("FERC") in a future proceeding initiated by AEP before FERC to update the BA Attachment 1. See Exhibit 2.
- d. In the event MPPA fails to pay for the CIAC Costs or the monthly charges made effective by FERC related to this Facilities Agreement, Sturgis will bear such cost responsibility.
- 5. NERC Compliance. AEP and Sturgis will work together so that each Party meets its own compliance with any applicable North American Electric Reliability Corporation ("NERC") or Reliability First Corporation Reliability Standards. This coordination shall include, but not be limited to, coordination of periodic maintenance, testing, and documentation of protective equipment, as well as for the in-service commissioning thereof, in a timely fashion. Nothing in this Facilities Agreement shall be construed to expand or modify each Party's individual responsibility for its own compliance with NERC Reliability Standards, nor to make any Party in any way responsible for another Party's compliance.
- 6. **BA.** AEP and MPPA will amend the BA to reflect changes based on the modified Central Delivery Point. PJM shall file the amended BA with FERC, on behalf of AEP, under the PJM Service Agreements Tariff as Service Agreement No. 5677.

7. **Indemnification.**

- Indemnification. To the extent permitted by applicable law, each Party (an "Indemnifying Party") shall indemnify, defend (if the Indemnifying Party exercises its right to defend in accordance with Section 7.b), and hold harmless the other Parties and each of the other Parties' affiliates, and each of their respective directors, managers, officers, employees, agents and contractors (each an "Indemnified Person") for any personal injuries suffered by third parties or damage to a third party's tangible property, arising out of, in connection with, or resulting from the performance of any work by the Indemnifying Party pursuant to this Facilities Agreement (each, a "Loss"), but only to the extent such injuries or damage are caused by a breach of this Facilities Agreement by, or the negligence or willful misconduct of, the Indemnifying Party or its officers, employees, agents or contractors. If any Loss is caused by the joint or concurrent actions or omissions of the Parties or their affiliates (or their respective officers, employees, agents, or contractors), the Parties will bear the Loss in proportion to their or their affiliates' (or their respective officers', employees', agents' or contractors') degree of responsibility for the Loss. Further, to the extent that a Party's immunity as a complying employer, under the worker's compensation and occupational disease laws of the state where the work is performed, might serve to bar or affect recovery under or enforcement of the indemnification otherwise granted herein, each Party hereby waives such immunity.
- h. Indemnification Procedure. Promptly after receipt by an Indemnified Person of any claim, demand or notice of the commencement of any suit, action, administrative or legal proceeding, or investigation as to which the indemnity provided for in this Section 7 may apply (each an "Indemnified Claim"), the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect an Indemnifying Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party will have the right to control the defense and settlement of such Indemnified Claim with counsel reasonably acceptable to the Indemnified Person; provided that (i) the Indemnified Person may retain counsel at its expense to assist in the defense and settlement of such Indemnified Claim, and (ii) the Indemnifying Party shall not settle or make a plea with respect to any Indemnified Claim without the Indemnified Person's prior written consent. If an Indemnified Person is entitled to indemnification under this Section 7 as a result of an Indemnified Claim, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Section 7, to assume the defense of such Indemnified Claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such Indemnified Claim; provided, however, that the Indemnified Party may only agree to a settlement or entry that involves payment and may not agree to a settlement or entry that affects the operations of the Indemnifying Party.

8. <u>Limitation of Liability; Several Liability.</u>

- NOTWITHSTANDING ANYTHING IN THIS FACILITIES AGREEMENT a. TO THE CONTRARY, EXCEPT AS SET FORTH BELOW IN THIS SECTION 8, NO PARTY SHALL BE LIABLE UNDER ANY PROVISION OF, OR BASED ON, THIS FACILITIES AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, LOSS OF BUSINESS, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, OR DAMAGE TO REPUTATION OR RELATIONS) WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. HOWEVER, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT SUCH DAMAGES ARE CLAIMED BY A THIRD PARTY FOR WHICH A PARTY HAS AN OBLIGATION OF INDEMNIFICATION TO AN INDEMNIFIED PERSON UNDER SECTION 7.a OF THIS FACILITIES AGREEMENT.
- b. I&M and IMTCo are severally, and not jointly, liable for their respective obligations under this Facilities Agreement.
- 9. **Regulatory Authorities.** Section 5.5 (Regulatory Authorities) of the ILDSA is hereby incorporated into and made a part of this Facilities Agreement by reference.
- 10. <u>Assignment.</u> Section 5.8 (Assignment) of the ILDSA is hereby incorporated into and made a part of this Facilities Agreement by reference.
- 11. **Regulatory Modification.** In the event that this Facilities Agreement is not accepted by FERC, nothing in this Facilities Agreement shall obligate any Party to modify the existing Central Delivery Point, or to perform any additional obligation covered by the ILDSA, nor shall this Facilities Agreement establish any additional rights related to the existing Central Delivery Point; provided, however, that to the extent obligations required by the ILDSA have already been performed under this Facilities Agreement, such obligations shall be deemed satisfied.

12. **Costs.**

- a. Section 1.b.i. sets forth an estimate of the cost of AEP's work described in Section 1.b.i. MPPA and Sturgis acknowledge that the estimate is reasonable. Such estimate does not constitute a fixed price for or cap or floor on any amounts that may be payable by MPPA or Sturgis.
- b. The costs for the work by AEP under Section 1.b.i will include all reasonable costs, charges, and expenses incurred by AEP in connection with the work, including the costs of materials, equipment, and supplies from third parties, the costs of materials and equipment withdrawn from AEP's internal inventories (or those of its affiliates), transportation and storage costs, internal payroll and

payroll loading factors, travel expenses, overhead factors, other internal costs, third party expenses, sales and use taxes if applicable, and fees and costs for governmental approvals.

13. Schedule and Effective Date.

- a. PJM shall file this Facilities Agreement with FERC on behalf of AEP, under the PJM Service Agreements Tariff as Service Agreement No. 5677. In the case of an executed agreement, MPPA agrees to cooperate with AEP and provide reasonable assistance to AEP in such filing and proceedings related thereto. This Facilities Agreement shall become effective on the date specified by FERC ("Effective Date"). However, if FERC or any reviewing court, in such order or in any separate order, suspends this Facilities Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Facilities Agreement or imposes any conditions, limitations or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by Sturgis, MPPA or AEP to be adverse to it, then the Parties shall promptly renegotiate the terms of this Facilities Agreement in light of such FERC or court action.
- b. In accordance with Section 2.3 of the ILDSA, the Parties agree to proceed with the work described in Sections 1 and 2 in accordance with Good Utility Practice and use commercially reasonable efforts to meet an in-service date of March 25, 2025. Following execution of this Facilities Agreement, the Parties shall develop a mutually agreed schedule for the work and the Parties shall use commercially reasonable efforts to meet the schedule. The schedule is contingent upon (1) no significant deviations in the scope of work described in this Facilities Agreement; (2) no requests from a Party for delays in the performance of the work; (3) obtaining the required line clearances; (4) no delay in obtaining any necessary real estate interests; and (5) no event of Force Majeure as set forth in the PJM Tariff.
- 14. <u>Communications.</u> AEP, Sturgis and MPPA shall keep each other, informed as to the progress of the engineering, design, procurement, construction, or maintenance activities performed under this Facilities Agreement.
- 15. <u>Operations and Maintenance.</u> AEP and Sturgis, to the extent practicable, shall each maintain their respective facilities accordance with Good Utility Practice, in order that said facilities will operate in a reliable and satisfactory manner and without material reduction in their intended capacity or purpose.
- 16. **Governing Law.** The interpretation, enforcement and performance of this Facilities Agreement shall be governed by federal law where applicable, and when not in conflict with or preempted by federal law, the laws of the State of Michigan, without regard to the laws of such jurisdiction applicable to conflict of laws.

- 17. <u>Dispute Resolution.</u> The Parties shall exercise commercially reasonable efforts to resolve any dispute that may arise between them in relation to this Facilities Agreement through amicable discussions between their respective representatives.
- 18. <u>Conflicts.</u> In the case of any conflict between this Facilities Agreement and the ILDSA, this Facilities Agreement shall control.
- 19. <u>Capitalized Terms.</u> Capitalized terms that are not defined within this Facilities Agreement shall have the meanings as specified in the ILDSA or PJM Tariff, as applicable.
- 20. <u>Notice.</u> Any notice or other communication required or permitted by this Facilities Agreement may be given by personal delivery, by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. certified or registered mail, return receipt requested, addressed to the Party entitled thereto:

If to AEP:

Interconnection Services
American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215
pjmrequest@aep.com

Copy to:

Assistant General Counsel – Transactions American Electric Power Service Corporation 1 Riverside Plaza Columbus, OH 43215 legalnoticesinterconnections@aep.com

City of Sturgis
Attn: Chris McArthur, Electric Department
Superintendent
130 North Nottawa
Sturgis, MI 49090
email: cmcarthur@sturgismi.gov

If to MPPA:

Michigan Public Power Agency
Attention: Robert Lalonde
809 Centennial Way
Lansing, MI 48917
Email: rlalonde@mppa.org

The above names and addresses of any Party may be changed at any time by notice to the other Parties.

21. <u>Multiple Counterparts.</u> This Facilities Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed as of the Execution Date.

City of Sturgis	By:	
	Name:	Andrew Kuk
	Title:	City Manager
Michigan Public Power Agency	By:	
	Name:	Patrick A. Bowland
	Title:	CEO & General Manager
American Electric Power Service Corporation, as agent for Indiana	Ву:	Signed by: Robert W Bradish CE4ED3037D3440A
Michigan Power Company and AEP	Name:	Robert W. Bradish
Indiana Michigan Transmission Company, Inc.		Senior Vice President – Regulated ructure Investment Planning

Exhibit 1
Proposed Future Configuration

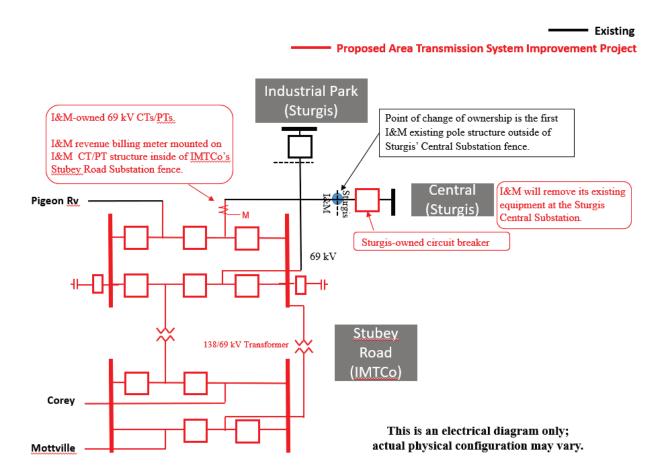


Exhibit 2

Cost and Payment Schedule

MPPA BA Attachment 1 – Monthly Direct Assignment Facilities ("DAF") Charges

- Metering as described in Section 1.b.i The current monthly metering charge for the Sturgis Central Delivery Point (\$846 per month) identified in Attachment 1 of the BA shall remain the same until actual Metering costs are available to determine the new monthly metering charge.
- The meter reading and data processing charges identified in the current BA Attachment 1 shall remain in effect in the updated BA Attachment 1.

Other Charges

After I&M completes the work described in Section 1.b.i., I&M shall issue an invoice to MPPA for the CIAC Costs. MPPA agrees to pay the CIAC Costs within thirty (30) days after receipt of the invoice.

City of Sturgis City Commission Regular Meeting

Agenda Item 10C



RECOMMENDATION OF AWARD

November 20, 2024

Brandon Schrader City of Sturgis 130 N. Nottawa Sturgis, MI 49091

WWTP Clarifier Mechanism Replacements Project

Dear Mr. Schrader:

The City of Sturgis received bids for the WWTP Clarifier Mechanism Replacements project on November 11, 2024. The project includes improvements to Primary Clarifier No. 1 and Intermediate Clarifier No. 1 at the City's Wastewater Treatment Plant. Primary Clarifier No. 1 improvements include demolition and replacement of the clarifier mechanism, drive, influent well, FRP effluent weir and scum baffle, bridge assembly, scum trough, and electrical. Intermediate Clarifier No. 1 Improvements involve demolition and replacement of the clarifier mechanism, drive, scum trough, and electrical. The project also includes grouting and painting of piping, equipment, and handrail. A total of four (4) bids were received, as shown on the attached Bid Tabulation. The apparent low bid was submitted by Allied Mechanical Services of Grand Rapids, MI, in the amount of \$793,616.00.

We conducted a post-bid interview with the low bidder to review their bid, scope of work, schedule, and commitments. Based on our review, their references, and project experience, we are confident that they are capable of executing a quality project for the City of Sturgis. We recommend awarding Allied Mechanical Services the project in the amount of \$793,616.00.

The 45-day bid hold period ends on December 26, 2024.

Please feel free to call me with any questions.

Sincerely,

FLEIS & VANDENBRINK

Ste Wn

Steven Walker, P.E. **Process Engineer**

Enclosure:

Sturgis WWTP Bid Tab 11-11-24



City of Stugis WWTP Clarifier Mechanism Replacements BID TABULATION

 Bid Date
 11/11/2024

 Bid Time
 4:00 PM

 Contract
 C1

	Base Bid		
Contractor		Bid Form	Bid Bond
Name	Amount	Signed	Included
Allied Mechanical Services	\$ 793,616.00	X	Х
Mason Engineering and Construction	\$ 939,316.00	Х	Х
CSM Mechanical	\$ 1,161,000.00	Х	Х
Oselka	\$ 2,440,000.00	Х	Х
			_

Apparent Low Bid	\$ 793,616.00
Apparent Low Contractor	Allied Mechanical Services

85

WWTP Clarifier Mechanism Replacements

		5	90 - Wastewater		TOTAL PROJECT	
Prior FY Costs						Notes
PROJECT COSTS						
Design, Bid, and Construction Engineering	Approved 04/10/24	\$	43,400.00	\$	43,400.00	F&V Task Order #16
TOTAL Prior FY Costs		\$	43,400.00	\$	43,400.00	
FY 2024-2025				_		Notes
BUDGETED FUNDS						
Tanks - Intermediate Clarifier #1 Mechanism Rehab			\$420,000.00		\$420,000.00	
Tanks - Rebuild Primary Clarifier No. 1			\$275,000.00		\$275,000.00	
TOTAL BUDGETED FUNDS			\$695,000.00		\$695,000.00	
PROJECT COSTS						
Clarifier Mechanism Replacements	Recommended 11/25/2024	\$	793,616.00	\$	793,616.00	Allied Mechanical Services Inc.; work to both Intermediate Clarifier #1 and Primary Clarifier #1
TOTAL FY 2024-2025		\$	793,616.00	\$	793,616.00	
OVER (UNDER) BUDGET FY 2024-2025			(\$98,616.00)			

City of Sturgis City Commission Regular Meeting

Agenda Item 10E



www.sonit.com 419-446-2151

130 Westfield Drive, Archbold, OH 43502

Quote SONQ18300-04

Prepared For: City of Sturgis Norm Allen Phone: (269) 659-7244 130 N. Nottawa Sturgis, MI 49091 norm.allen@sturgismi.gov

Prepared By: Don Lawson Technical Solutions Advisor Phone: 419-446-6456

Email: donl@sonit.com

Print this page

Line I tem Detail

(Ωty Description	Unit Price	Ext Price
City Hall (Core - Collapsed Core (6300 and 6100's)		\$35,530.00
2	HPE Aruba Networking CX 6300M 24-port SFP+ and 4-port SFP56 Switch	\$14,879.00	\$29,758.00
	 Includes 5 years of Foundational care with next-business day exchange. Includes redundant power supplies Includes DAC cable (3M @ 10G) 		
2	HPE Aruba Networking CX 6100 24G Class4 PoE 4SFP+ 370W Switch	\$2,886.00	\$5,772.00
	 Includes 5 years of Foundational care with next-business day exchange. Includes DAC cable (3M @ 10G) 		
CityHall-2	2-3		\$22,107.00
2	HPE Aruba Networking CX 6200F 48G Class4 PoE 4SFP+ 740W Switch	\$8,725.00	\$17,450.00
	 Includes 5 years of Foundational care with next-business day exchange. Includes DAC cable (1M @ 10G) 		
1	HPE Aruba Networking CX 6200F 24G Class4 PoE 4SFP+ 370W Switch	\$4,657.00	\$4,657.00
	 Includes 5 years of Foundational care with next-business day exchange. Includes DAC cable (1M @ 10G) 		
ElecDept(Ofc		\$2,726.21
V 1	HPE Aruba Networking CX 6100 24G Class4 PoE 4SFP+ 370W Switch	\$2,726.21	\$2,726.21
	Includes 5 years of Foundational care with next-business day exchange.		
PD-FD Sta	ack		\$17,049.63
V 1	HPE Aruba Networking CX 6200F 48G Class4 PoE 4SFP+ 740W Switch	\$8,652.00	\$8,652.00
	Includes 5 years of Foundational care with next-business day exchange.		
✓ 3	HPE Aruba Networking CX 6100 24G Class4 PoE 4SFP+ 370W Switch	\$2,799.21	\$8,397.63
	 Includes 5 years of Foundational care with next-business day exchange. Includes DAC cable (1M @ 10G) 		

89

~			
	• Includes 5 years of Foundational care with next-business day exchange.		
	HPE Aruba Networking CX 6100 24G Class4 PoE 4SFP+ 370W Switch	\$2,799.21	\$5,598.42
	 Includes 5 years of Foundational care with next-business day exchange. Includes DAC cable (1M @ 10G) 		
DPS			\$8,652.00
>	HPE Aruba Networking CX 6200F 48G Class4 PoE 4SFP+ 740W Switch	\$8,652.00	\$8,652.00
	• Includes 5 years of Foundational care with next-business day exchange.		
Central Cloud	ud Management		\$9,958.00
>	Central Cloud Management - 5 Years	\$9,958.00	\$9,958.00
	Prices for Central are based on original quoted switches and quantities. Totals will be update before final draft is ready for approval.		
Trancievers	(0)		\$5,504.00
12 💸	ARUBA 1G SFP LC LX 10KM SMF XCVR	\$360.00	\$4,320.00
&>	16 SFP RJ45 Cat 5E Copper for up to 100M	\$148.00	\$1,184.00
Spare I tems	S		\$654.00
<>	ARUBA 1G SFP LC LX 10KM SMF XCVR	\$360.00	\$360.00
<>	1G SFP RJ45 Cat 5E Copper for up to 100M	\$148.00	\$148.00
2	ARUBA 10G SFP+ TO SFP+ 1M DAC CABL CABLE PL-16	\$73.00	\$146.00
Cables			\$0.00
	Single Links (Green)		
0	Green - 1 ft - Cat6 - Snagless - Slim	\$4.00	\$0.00
0	Green - 3 ft - Cató - Snagless - Slim	\$5.00	\$0.00
0	Green - 5 ft - Cató - Snagless - Slim	\$6.00	\$0.00
0	Green - 7 ft - Caté - Snagless - Slim	\$6.50	\$0.00
0	Green - 10 ft - Caté - Snagless - Slim	\$7.00	\$00.0
	Secondary Links (Yellow)		
0	Yellow - 1 ft - Cat6 - Snagless - Slim	\$4.00	\$0.00
0	Yellow - 3 ft - Cat6 - Snagless - Slim	\$5.00	\$0.00
0	Yellow - 5 ft - Cat6 - Snagless - Slim	\$6.00	\$0.00
0	Yellow - 7 ft - Cat6 - Snagless - Slim	\$6.50	\$0.00
0	Yellow - 10 ft - Cat6 - Snagless - Slim	\$7.00	\$0.00

	Switch to Switch (Blue)		
0 \$	Blue - 1 ft - Cat6 - Snagless - Slim	\$4.00	\$0.0
0 \$	Blue - 3 ft - Cat6 - Snagless - Slim	\$5.00	\$0.0
0 \$	Blue - 5 ft - Cat6 - Snagless - Slim	\$6.00	\$O.C
0 \$	Blue - 7 ft - Cat6 - Snagless - Slim	\$6.50	\$O.C
0 \$	Blue - 10 ft - Cat6 - Snagless - Slim	\$7.00	\$O.C
	iDRAC (White)		
0 \$	White - 1 ft - Cat6 - Snagless - Slim	\$4.00	\$0.0
0 \$	White - 3 ft - Cat6 - Snagless - Slim	\$5.00	\$0.0
0 \$	White - 5 ft - Cat6 - Snagless - Slim	\$6.00	\$O.C
0 \$	White - 7 ft - Cat6 - Snagless - Slim	\$6.50	\$O.C
0 \$	White - 10 ft - Cat6 - Snagless - Slim	\$7.00	\$0.0
	SCADA (Red)		
0 \$	Red - 1 ft - Cat6 - Snagless - Slim	\$4.00	\$0.0
0 \$	Red - 3 ft - Cat6 - Snagless - Slim	\$5.00	\$0.0
0 \$	Red - 5 ft - Cat6 - Snagless - Slim	\$6.00	\$0.0
0 0	Red - 7 ft - Cat6 - Snagless - Slim	\$6.50	\$0.0
0 🗘	Red - 10 ft - Cat6 - Snagless - Slim	\$7.00	\$0.0
Cable Man			\$220.0
4 🗘	Horizontal IT Rackmount Cable Manager - 2U, 19"	\$55.00	\$220.0
_abor		:	\$10,800.0
80	Professional Services: Estimated 40-80	\$135.00	\$10,800.0
	* Time will be dependent on the final scope of the project. Estimates will be update final draft is ready for approval.	before	
Notes			
	GSA covered items are covered by GSA contract number 47QTCA19D00MM		
	Freight and taxes are estimates or not included		
	 A 50% down payments will be required before ordering of hardware, licenses, and service. 	i	
	 Prices are subject to change depending on selections and timing of approval. Final will be provided before final acceptance. 	l pricing	
			27,451.26
		Sales Tax:	\$0.00

Total: \$127,451.26 Quote - SONQ18300-04

Ready to Accept?

Order Confirmation

- We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.
- Freight and taxes are estimates or not included.
- Quotes are valid for 30 days, subject to supplier pricing and product availability at the time of shipping. Standard payment terms are Net 20, and some orders may require a down payment prior to placing the order.
- Sonit Systems does not accept hardware or software returns for items that have been used. Sonit will work with the supplier to try

and return items th	and have not been used, and fees for processing, restocking, and shipping will be billed to the customer. Liability st of products and services.
Time for labor is an	n estimate only. Delays in responses can delay the completion of projects and increase time spent. Time quoted avel time, of which we normally charge the hourly rate for one-way. Hours are assumed to be during regular 8 am to 5 pm M-F. Any work that needs to be done after hours will be billed at a higher rate.
☐ I agree to the te	erms and conditions of the above document and any attachments with an electronic signature below.
IP Address	162.246.113.242
PO Number	
	(Optional: Enter PO Number as your reference only.)
Comments	
Email Address	norm.allen@sturgismi.gov
Printed Name	
Signature	
	"signatures" could include: /john smith/; /js/; /js123/, etc
	Click to Accept
Uploads Area	
Have Questio	ns?
Not Ready To Acce	ept? Have Questions?
Submit	
(Note, you will receive	ve a copy of your message by email.)
No questions posted	d yet.
•	Time expressed in Eastern Standard Time UTC-05:00
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11/7/2024, 3:52 PM 4 of 4

92

City of Sturgis City Commission Regular Meeting

Agenda Item 10F

November 18, 2024

To the Board of Commissioners and Management:

City of Sturgis 130 N Ottawa St. Sturgis, MI 49091

We are pleased to confirm our understanding of the services we are to provide the City of Sturgis (the "City") for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary comparison schedules
- 3) Schedule of changes in net pension liability and related ratios
- 4) Schedule of pension contributions
- 5) Schedule of changes in net OPEB liability and related ratios
- 6) Schedule of OPEB contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing

procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Combining and individual fund financial statements

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition
- Management override of controls / separation of duties
- Valuation and reporting of net pension liability and related deferrals
- Valuation and reporting of net OPEB liability and related deferrals

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws,

regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also perform the following services:

- Reconciliation of net pension liability and related deferrals
- Reconciliation of net OPEB liability and related deferrals
- Preparation of the F-65
- Preparation of the Qualifying Statement

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are

immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Gabridge & Company, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Michigan Department of Treasury ("Treasury"), or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gabridge & Company, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Treasury, or its designee, may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Joe Verlin, CPA, CGFM is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately January 6, 2025.

Our fee for services will be at our standard hourly rates except that we agree that our gross fee will not exceed \$47,600. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be

of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all outyour personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

To be respectful of your time and ours, we schedule our work well in advance. When engagements have to be rescheduled, it causes a domino effect, as we likely have other clients scheduled in the new requested time slot, and our staff our likely scheduled on another client. As a result, we may have to put your engagement at the back of the line, and/or change staff. When our staff members finishing the work are not the same as those who started it, the audit is less efficient and more disruptive to your and our staff. Our price quoted above is contingent on the following:

- All items on the assistance list being completed by the due dates indicated.
 - The audit being performed during the dates scheduled.
- All accounts being adequately reconciled by the beginning of scheduled fieldwork.
- Accurate information provided to us that does not require subsequent rework.

If the above items are not met and the engagement needs to be rescheduled or if additional days need to and posting client requested entries after we have been given the trial balance will be billed at our standard be schedule, then an additional price of at least 20% will apply. Beyond this, the time required for rework hourly rates.

Reporting

circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Board of Commissioners. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us. We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes

Very truly yours,

Galridge a Company

This letter correctly sets forth the understanding of the City.
Management signature:
Title:
Date:
Governance signature:
Title:

RESPONSE:

City of Sturgis City Commission Regular Meeting

Agenda Item 10G



DOYLE COMMUNITY CENTER ADVISORY BOARD APPLICATION



Meetings held on: First Monday of the month at 4pm

Name: Rebecca M Schuler
(First) (Middle) (Last) Address: 800 No Hungham Sturgis M Email: Crischuler a wahan C
(Street) (City) (Zip) 4991 Are you a city resident? (Yes No Are you a Doyle Center member? (Yes No
Home Phone: Cell Phone: Cell Phone:
Occupation: Actspay Acts RecV. Work Phone:
Employment:(Name of Employer)
(Street) (City) (Zip)
Please list your qualifications for effective Board membership (Include all City Boards you serve on currently or in the past and any relevant experience/expertise in the area you wish to serve):
Business Owner, aerobics Instructor for City of Sturger
Reasons for seeking appointment (Areas of interest, goals, etc.):
I've been a member of Doule Since it opened
29 urs. I would like to contribute to Making our Center
Are there any reasons you may have a conflict of interest if you were appointed to the Board? If yes, please explain.
References (Non-family, these may be personal or professional):
Hnu tork Name) - (Address) (Phone)
Name) - (Address) (Phone) Whene)
Name) (Address) (Phone)
Signature: Date: 9-10-24

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

CHOI STUD

Boards and Commissions Application

Name: Steven Murray Smith (First) (Middle) (Last)
Address: 13957 Riemanstin (elide figure 49099 Email: La Gedad 62 & Gracil Coe (Street) (City) (Zip)
Are you a city resident? of white figure. Home/Cell Phone: 574-529-3030
Occupation: Refined Work Phone: Walance
Employment:(Name of Employer)
(Name of Employer)
(Street) (City) (Zip) Please list your qualifications for effective Board membership (Include all City Boards you serve on and
any relevant experience/expertise in the area you wish to serve): Whethere Conservation - Number Conservation Club
Reasons for seeking appointment (Areas of interest, goals, etc.): Promoting the facility of meyerse americess of its Activities. Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? If yes, please explain.
References (Non-family, these may be personal or professional): Ed Habedauk 67261 Burg Rd. Sturgis, MI. 769-615-5963 (Name) (Name) (Name) (Name) (Name) (Name) (Name) (Address) (Address) (Phone) (Phone) (Phone) (Signature: Date: 10-26-24
Choose any boards/commissions that you are interested in, numbering them in order of preference, 1 being the most preferred.
Airport Advisory Board Board of Review Cemetery Board Construction Board of Appeals DDA Board of Directors EDC & BRA Board of Directors Elected Officials Compensation Commission Election Commission Employee's Retirement System Health Facilities & Hospital Finance Authority LDFA Board of Directors Parks, Recreation and Doyle Advisory Board Sister City Committee Sturges-Young Center for the Arts Board Sturgis Building Authority Sturgis District Library Board Sturgis Housing Commission Zoning Board of Appeals

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

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

City of Sturgis City Commission Regular Meeting

Agenda Item 10H

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered between **Breanne Kaiser** of 100 Lefferts AV 5B, Brooklyn, NY 11225 **and Wisam Kutom** of 10854 Glenlake Dr, Orland Park, IL 60467, ("Sellers") and the **City of Sturgis**, a Michigan municipal corporation or any entity or subdivision thereof, 130 N. Nottawa Sturgis, MI 49091 ("Purchaser").

Recitals: Sellers wishes to sell vacant land, located in the City of Sturgis, St. Joseph County, Michigan, and described on Exhibit A (the "Premises"). Purchaser wishes to purchase the Premises.

Therefore, the parties agree as follows:

- 1. <u>General</u>. Sellers shall sell all of Sellers's rights, title, and interest to the Premises to Purchaser and Purchaser shall purchase the Premises from Sellers. (Hereafter, the purchase and sale of the Premises is referred to as the "Transaction.")
- 2. <u>Purchase Price</u>. Purchaser shall pay Sellers the total purchase price of **Two Hundred Ninety-Five Thousand Dollars (\$295,000.00)**. Purchaser shall pay the purchase price at the closing of the Transaction.
- 3. <u>Time and Place of Closing</u>. The closing of the Transaction shall be held on or before **December 15, 2024** at Patrick Abstract & Title, in Centreville, Michigan ("Patrick Abstract"). The date and location of the closing may be changed by written agreement of the parties. The parties agree to evenly divide Patrick Abstract's closing fees. Notwithstanding the foregoing, the parties agree to conduct the closing remotely, with neither party being required to attend the closing in person.
- Closing Procedure. After Purchaser pays the entire purchase price by Wire Transfer, Sellers shall deliver to Purchaser a good and sufficient Warranty Deed in proper form to be recorded, conveying to Purchaser marketable title in the Premises, free of all encumbrances other than encumbrances Purchaser is willing to accept. Sellers shall also give Purchaser a commitment for a policy of owner's title insurance, with standard exceptions. The phrase "Wire Transfer" means payment via wire transfer to Patrick Abstract, same to be held in its escrow account. Only funds received by Patrick Abstract will be considered valid payment. A SWIFT report or similar documentation will not be accepted as proof of payment. Cash or personal check will not be accepted for any payments related to the Transaction. Purchaser is responsible for any wire fees incurred with respect to the Wire Transfer.
- 5. <u>Title Insurance</u>. Sellers shall provide Purchaser with a commitment for a policy of owner's title insurance with standard exceptions, issued by Patrick Abstract, insuring the title of the Real Estate in the full amount of the purchase price, effective the date of closing. Sellers shall deliver payment in full for the owner's title insurance premium. It is Purchaser's responsibility to notify Patrick Abstract to issue the final owner's title policy and to arrange and pay for needed or desired mortgage title insurance. Closing funds shall be disbursed upon the issuance of a marked-up title commitment by Patrick Abstract, confirming that the title is updated through the recording of the Warranty Deed. However, the disbursement of funds and the closing process shall not be delayed more than three business days after the scheduled closing date. If Patrick Abstract does not or cannot issue the marked-up commitment within this period, either party may elect to extend the closing date by mutual written

agreement or terminate the Agreement without penalty. The parties agree that Purchaser, at its expense, may obtain an "enhanced" owner's title insurance policy and whatever endorsements it may desire. If Sellers shall elect not to perform, or if Sellers are unable to perform, any requirements imposed by the title commitment as conditions precedent to the issuance of the final owner's title insurance policy, then Purchaser may either (i) elect to take title to the Premises subject to any title exceptions, or (ii) terminate this Agreement by giving written notice to Sellers.

6. <u>Possession</u>. Possession of the Premises shall be delivered to Purchaser at closing, unless otherwise specifically agreed in writing by the parties.

7. <u>Expenses</u>.

Expenses. Each party shall be responsible for paying the following expenses as indicated:

Michigan State and County Transfer Taxes	Sellers
Owner's Title Insurance Premium with Standard	Sellers
Exceptions	500000000000000000000000000000000000000
Additional Premium for Endorsements for	Purchaser
Owner's Title Insurance, if any	Fig. 200 Action Control of the Contr
Seller's Attorney Fees, if any	Sellers
Purchaser's Attorney Fees, if any	Purchaser
Recording Fee for Warranty Deed	Purchaser
All Costs Associated with or Incidental to	Purchaser
Purchaser's Financing (points, document	
preparation fees, mortgage recording fees, etc.)	
Mortgage Insurance	Purchaser
Survey, if any	Purchaser
Other Inspections	Purchaser
Real Estate Taxes and Special Assessments	Prorated: see below

Real estate taxes for the current year shall be prorated between the parties on a calendar year basis as of the date of closing, such proration to be based upon the most recent ascertainable taxes in the event that the amount of taxes for the current year cannot be determined at the time of closing. For purposes of proration, taxes shall be deemed to be paid in arrears. Sellers further agree to pay all installments of special assessments currently owed, if any, and Purchaser shall pay all future installments of special assessments, if any.

8. <u>Condition of Premises</u>. Purchaser acknowledges that it is purchasing the Premises "as is," and that Sellers are not making, nor is Purchaser relying upon, any express or implied warranty or representation whatsoever. After execution of this Agreement, Purchaser has 60 days to inspect, either personally or through agents, the Premises, including, any underground fuel tanks and the surrounding area. Purchaser acknowledges and agrees that it shall not make or perform any invasive tests or inspections on, about, or to the Premises without Sellers's prior written consent via email, which shall not unreasonably be withheld. All such entries shall be at the risk of Purchaser and its agents, employees, and independent contractors, and Sellers shall have no liability arising from these parties'

entries. Purchaser shall restore the Premises to the same condition that existed prior to such entry. Purchaser hereby indemnifies and holds Seller harmless from any and all loss, claim, actions, demands, and liability, including reasonable attorneys' fees, that may arise against Sellers or the Premises solely as a result of Purchaser's inspections. If, following an inspection, Purchaser is not completely satisfied with the condition of the Premises, then, unless any deficiencies can be remedied by mutual agreement, Purchaser may give Sellers written notice that the Agreement is null and void. Purchaser must exercise its rights under this section within 60 days of the execution of this Agreement, and if no notice of termination has been received by Sellers by the end of such 60-day period, then, subject to any mutual agreement of the parties for remediation of defects, it will be presumed that Purchaser is satisfied with the condition of the Premises. For the purpose of this section Condition of the Premises shall include the suitability for the Purchasers intended use and includes possible building and use restrictions.

- 9. <u>Delivery of Premises</u>. Sellers shall deliver the Premises to Purchaser in the same condition in which they now exist, reasonable wear and tear excepted, and all risk of loss or damage to the Premises prior to the closing shall be borne by Sellers.
- 10. Environmental. To the best of Sellers's knowledge, information and belief with no independent investigation being required, Sellers represent and warrant to Purchaser that Sellers have no knowledge of any Environmental Condition that exists on the Premises which constitutes a violation of Environmental Laws or which will or has the potential to subject Purchaser to any liability, damages, expenses or costs, including response costs. "Environmental Condition" is defined as the existence or presence on, in, under or around the Premises of any hazardous substance, solid waste, hazardous waste, toxic substance, toxic chemical, hazardous material, PCB or other equipment, discarded or abandoned material, object, or any process, as those terms are defined in applicable Environmental Laws. "Environmental Laws" is defined as federal, state, local and foreign laws, principles of common law, regulations, policies, guidance documents, codes, orders, permits, decrees, judgments or injunctions issue, promulgated, approved or entered thereunder relating to pollution and/or the protection of the environmental and public health, safety or welfare including but in no way limited to laws regarding any release or threatened release of a hazardous substance as that term is defined in the Comprehensive Environmental Response Compensation and Liability Act.
- 11. <u>Sellers's Obligations Regarding Title Insurance</u>. The title commitment referenced in Section 5 shall insure marketable title to the Premises, free of all encumbrances except those expressly accepted by Purchaser. If the title commitment reveals defects, encumbrances, or exceptions not reasonably acceptable to Purchaser, Sellers shall have ten business days to resolve or cure such defects to Purchaser's satisfaction, provided that Purchaser agrees to accept any title exceptions that do not materially affect the value, use, or marketability of the Premises (such as minor easements, utility restrictions, or rights of way). If Sellers are unable or unwilling to cure any material defects within this period, Purchaser may, at its discretion: (i) elect to accept the title subject to any remaining defects and close the Transaction, or (ii) terminate this Agreement, in which event neither party shall have any further obligations to the other.
- 12. <u>Survey</u>. If Purchaser obtains a survey and it reveals any encroachments, boundary problems, or other issues ("Boundary Problems") that materially interfere with Purchaser's proposed use or materially impair the value of the Premises, then Purchaser may rescind this Agreement. Said survey must be obtained within thirty days after this Agreement is fully executed or this contingency shall be deemed waived. If Purchaser does not obtain a survey or does not rescind this Agreement pursuant to

this Section, then Purchaser (i) assumes the risk of Boundary Problems, (ii) waives any objections to Boundary Problems, and (iii) releases Sellers from any claims or damages arising from any Boundary Problems.

- 13. <u>Brokers.</u> Purchaser warrants and represents that they have not incurred any real estate commissions that would be due as a result of this transaction. Any commissions or fees associated with this transaction shall be the responsibility of the Sellers.
- 14. <u>Miscellaneous</u>. The parties acknowledge that this Agreement represents the entire Agreement between them and that all prior negotiations and representations, whether written or oral, are contained in this Agreement. Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties. The parties' respective covenants, representations, and warranties shall survive closing. The headings contained in this Agreement are for convenience only and are not to define, explain, modify, or aid in interpreting the contents of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The plural use of pronouns shall include the singular if one of the parties is entering into the Agreement alone, and the use of any gender or neuter shall be applicable to all genders and neuters. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

The parties have executed this document on the dates set forth below.

SELLERS:

Dated:10.15.24	By: Bleaner Hart
Dated:10.14.24	Breanne Kaiser By:
	Wisam Kutom
	PURCHASER:
	The City of Sturgis
Dated: 10/8/24	By: Andrew Kuk City Manager

REAL ESTATE PURCHASE AGREEMENT City of Sturgis/ 233 W. Bogen Road EXHIBIT A

Commonly known as 233 W. Bogen Road, Sturgis, Michigan and legally described as:

S 43 RODS SE 1/4 SW 1/4 SEC 13 T8S R10W LY ELY RAILROAD RIGHT OF WAY. UNPLATTED CITY OF STURGIS (final Legal to be provided)

Parcel ID No: 75-052-777-290-00

City of Sturgis City Commission Regular Meeting

Agenda Item 10 I



Revenue Sharing Trust Fund

The Issue:

Revenue sharing is one of two primary funding sources local governments rely on to provide core services to residents. It ensures we can keep our communities safe and secure, provide safe drinking water, maintain parks, and be attractive to small businesses and entrepreneurs. Unfortunately, even with recent increases, this important funding

stream is hundreds of millions of dollars less annually than it was in the late 90s. This places undue pressure on local governments to continue identifying funding sources to provide core services. It is time to change this dynamic by creating a system that protects and provides predictability for local units of government.

The Policy:

All state shared revenue for local units of government should be secured utilizing a trust fund model. Additionally, those resources should be calculated based on a percentage of sales tax collected allowing resources to rise and fall with economic change.

- Amend the Michigan Trust Fund Act to establish a Revenue Sharing Trust Fund within the Department of Treasury.
- Amend the General Sales Tax Act to require the Department of Treasury to deposit 8.7% of the money received and collected from the tax imposed at a rate of 4% into the newly created Revenue Sharing Trust Fund.
- Beginning on October 1, 2025, the State
 Treasurer would have to transfer and
 disburse money received by the Revenue
 Sharing Trust Fund from sales tax revenue.

Making the Case:

Michigan's local governments had 21,950 fewer employees in 2022 than they did in 2002. Twenty-five percent of all jobs lost were public safety related. On average, local units lost one out of every six staffers over that period. Today, the state is providing 51% less revenue sharing to cities, villages, and townships than they were in 2002. While Michigan communities have faced capacity constraints, revenue loss, and stagnant growth, all but one state has outpaced us in growth.

Providing a secure and stable funding source through the Revenue Sharing Trust Fund does more than just make sure municipalities can balance their books. It is an investment that helps maintain the infrastructure that keeps our economy running, provides the jobs that keep our communities safe and secure, and creates opportunities to foster great places that attract and retain talent. This is an investment worth making if we want a growing and prosperous Michigan.



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November 25, 2024

The Honorable Gretchen Whitmer Governor of Michigan P.O. Box 30013 Lansing, MI 48909

Subject: Urging Support for House Bills 4274 and 4275 – Revenue Sharing Trust Fund

Dear Governor Whitmer,

Communities across Michigan are the places where our residents call home, where businesses thrive, and where tourists enjoy visiting. These communities are responsible for making sure our roads and bridges are in good condition and our water is safe to drink. They are the host of gatherings and celebrations and serve to protect us in times of need. Leaders at the local level are on the front lines of solving problems, building relationships, and ensuring Michigan's success.

These things are made possible through stable and predictable investments in local government. The Revenue Sharing Trust Fund, which would be created in House Bills 4274 and 4275, protects vital resources and helps provide critical local services that are relied on daily. This legislation needs your support.

At the local level, we are serious about solving problems. By supporting this legislation, our shared priorities of high-quality infrastructure, robust economic development, attainable housing, and thriving communities can be a reality if we work together to make Michigan a better state to live, work, and invest.

Having great places is worth fighting for. Our residents demand it, and our future success depends on it. This lame duck, we request that you express your support for communities by advocating for the Revenue Sharing Trust Fund and urging the Michigan Legislature to place House Bills 4274 and 4275 on your desk for signature.

Respectfully,
STURGIS CITY COMMISSION

Frank Perez Mayor