



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

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
 - A. Swearing in of New Firefighter, Margit Bolthouse – Ryan Banaszak
 - B. Sturgis Housing Commission Update – Timothy Hill
 - C. Sturgis Hospital Update – Andrew Kuk
 - D. PUMP Award – Brandon Schrader and Tom Sikorski
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 January 11, 2023 work session as presented.**
 - **APPROVE the minutes from the January 11, 2023 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$1,694,211.70 as presented.**
 - C. DDA Board Resignation
 - **ACCEPT the resignation of Jenifer Blouin-Policelli from the DDA Board of Directors and SEND a letter of recognition for her service.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. Adoption of Parks and Recreation Master Plan – Mike Liston
 - B. Generator Maintenance Contract – Daniel Root
 - C. SYCA ADA Entrance Renovation – Daniel Root
 - D. SYCA Logo Design – Sheila Bolda
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

Manager's Report

JANUARY 25, 2023



Submitted by:

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

Andrew Kuk
Interim City Manager

5. Proclamations / Presentations

A. Swearing in of New Firefighter, Margit Bolthouse

Staff: Ryan Banaszak

Margit (Maggie) Bolthouse grew up in Illinois and attended Northern Michigan University. After graduating with a degree in entertainment and marketing, she moved to the Alpena area. She and her husband Craig moved to Sturgis in 2011. Maggie attended the Fire Academy in 2021 and then attended EMT school.

B. Sturgis Housing Commission Update

Timothy Hill, Executive Director of the Sturgis Housing Commission, will provide an update on the Housing Commission.

C. Sturgis Hospital Update

Representatives from Sturgis Hospital will be in attendance to provide an update on the facility and operations.

D. PUMP Award

Staff: Brandon Schrader and Tom Sikorski

The Wastewater Treatment Plant was honored at a reception on January 19th with a 2023 Premier Utility Management Performance (PUMP) award. Wastewater Treatment Plant Superintendent Brandon Schrader and Deputy Director of Public Services Tom Sikorski will be at the Commission meeting to present the award to the City Commission.

8. Consent Agenda

Proposed Motion:

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

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the January 11, 2022 work session as presented.

Consent Agenda Motion:

APPROVE the minutes from the January 11, 2022 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,694,211.70 as presented.

8C. DDA Board Resignation

Jenifer Blouin-Policelli has submitted her resignation from the DDA Board of Directors in order to pursue an opportunity to closer to her home. Per State statute, this vacancy will be filled by the City Manager. The vacancy will be advertised. On a related issue, and per State statute, Andrew Kuk will replace Mike Hughes on the DDA board, given his position as Interim City Manager.

Consent Agenda Motion:

ACCEPT the resignation of Jenifer Blouin-Policelli from the DDA Board of Directors and SEND a letter of recognition for her service.

10. New Business

A. Adoption of Parks and Recreation Master Plan

Staff: Mike Liston

The Parks and Recreation Master Plan was last updated in 2018 and as a requirement to qualify for Federal and State grant funding assistance, the Plan is required to be updated every 5 years. The Parks and Recreation Master Plan addresses current recreation issues and identifies future needs of the community and a means for meeting those needs over the upcoming 5-year period. The plan will serve as a guide for future development projects and recreational opportunities and provides a policy and decision-making guide regarding future development of recreation opportunities.

A copy of the plan can be found online at the link included below. Some notable projects to consider within the next 5 years include outdoor pickleball courts at the Doyle Center, repairs to the basketball court at Langrick Park, paved walkways and viewing areas at Franks Park, a walking loop around Oaklawn Park, and new playground equipment at Thurston Woods Park.

The plan was available for public review and comment for 30 days and a public hearing was held on January 17, 2023, at the Parks, Recreation & Doyle Board Meeting to allow citizens an opportunity to express opinions, ask questions and discuss all aspects of the plan.

Included in your packet is a resolution adopting the Parks and Recreation Master Plan for Commission consideration.

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution for Adoption of the City of Sturgis 2023 5-Year Parks and Recreation Master Plan.

Staff Recommendation:

ADOPT

Included in your packet:

1. Resolution

Information Link:

Parks and Recreation Master Plan:

https://www.egovlink.com/public_documents300/sturgis/published_documents/Doyle%20-%20Recreation/Sturgis%20Parks%20and%20Rec%20Plan%20DRAFT%2012-13-22.pdf

10. New Business

B. Generator Maintenance Contract

Staff: Daniel Root

The City of Sturgis currently owns and operates seven standby power generators. Five of those are permanently placed at the following locations: City Hall, Department of Public Safety, Wastewater Treatment Plant, Fawn River Lift Station, and Thurston Woods Well House. The final two generators are mobile, trailer mounted units. An eighth generator is slated for installation at PSUB this year.

It is necessary to perform annual maintenance and load bank tests on these generators to ensure they will function in the event of an electrical power outage. Cummins Sales and Service has been the service provider for the City's equipment for several years and continues to provide the City with excellent service. The purpose of this request is to renew the previous five-year service contract and lock in pricing for calendar years 2023 through 2027.

Included in your packet is a planned maintenance proposal from Cummins Sales and Service for the City Hall, Department of Public Safety, Wastewater Treatment Plant, and Fawn River Lift Station generators as well as the two mobile units. The total amount of the proposal is \$35,720.00. If approved this proposal will be effective April 2023 through April 2027, with a cost to the City of \$7,144.00 annually. This amount reflects a twelve percent increase from the previous contract; broken down that reflects an increase of 2.3 percent annually. Costs for this maintenance are paid by the respective departments.

Note that the generator located at the Thurston Woods Well House is not included under the maintenance proposal. This is due to a 5-year service contract just being put in place in May of 2022. Staff intends to align the service schedule of the unit with the contract under consideration and include it under one contract in the future. The new generator scheduled for installation at PSUB is also not included.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the planned maintenance proposal from Cummins Sales and Service in the amount of thirty-five thousand, seven hundred and twenty dollars (\$35,720.00) as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Cummins Sales and Service Proposal

10. New Business

C. SYCA ADA Entrance Renovation

Staff: Daniel Root

The Sturges-Young Center for the Arts was constructed in 1954/1955, and as with most buildings of the time, it was not designed with much consideration to accessibility for those with physical limitations. While improvements were made in the late 1980s to install a ramp to the main entrance and an elevator in the building, staff have become more aware of the need to further improve the accessibility of the facility.

Funds were budgeted to improve accessibility at three of the building's entrances/exits and make the stage accessible from the north entrance to the building. At the May 25, 2022 commission meeting, a proposal from BYCE & Associates to provide Civil and Design Engineering services for the project was approved by the commission.

Staff from BYCE visited the site and began the design phase. Drawings for bidding were provided to City staff in September 2022; a copy of the drawings is included in your packet. The project was advertised for bid and a bid opening was held on December 19, 2022. Two bids were received; a bid tabulation is included in your packet. Staff forwarded the bids to BYCE for review and vetting. As part of this process BYCE provided a list of clarification questions to the low bidder. After this review, BYCE provided a Recommendation to Award Letter for the low bidder, Kalleward Group. A copy of the Recommendation to Award Letter is included in your packet.

The low bid of Kalleward Group, as recommended, was in the amount of \$182,900.00. This included the base bid on the project of \$153,000.00 plus Alternate 1 (\$27,500.00) and Alternate 2 (\$2,400.00). Staff is also recommending a ten percent contingency budget for this project of \$18,290.00.

The project was included in the SYCA's Capital budget for FY 2022-2023 under two line items; \$147,000.00 under "Front Entrance Improvements – Doors etc." and

\$93,000.00 under “Barrier Free Entrance Improvements” for a total budget of \$240,000.00. A budget and costs spreadsheet is included in your packet.

These budgeted expenses are funded from multiple sources of revenue as outlined below.

• MACC grant	\$37,400.00
• City Match (Capital Reserve)	\$37,400.00
• Road to Restoration Funds (SACF)	\$33,700.00
• Holiday Kaleidoscope 2022	\$17,500.00
• Private Contributions	\$10,000.00
• Capital Reserve Fund	<u>\$72,690.00</u>
Total:	\$208,690.00

At the May 25, 2022 meeting the Commission adopted the resolution to pursue a grant from the Michigan Arts & Culture Council (MACC). As shown above, that grant was approved and \$37,400.00 was awarded for the project. The City is required to match this amount for the grant.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid from Kalleward Group including addendums #1 and #2 for the Sturges-Young Center for the Arts ADA Access project in the total amount of one hundred eighty-two thousand and nine hundred dollars (\$182,900.00) as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a contingency budget for the Sturges-Young Center for the Arts ADA Access project in the amount of eighteen thousand, two hundred and ninety dollars (\$18,290.00).

Staff Recommendation:

APPROVE and APPROVE

Included in your packet:

1. Bid Tab
2. BYCE Letter of Recommendation
3. SYCA ADA Access Project Budget and Costs Spreadsheet

10. New Business

D. SYCA Logo Design

Staff: Sheila Bolda

As part of the ongoing efforts to improve the Sturges-Young Center for the Arts outreach, the SYCA board and City staff have been working with the City's contracted marketing firm FocalPoint to update the logo and font design for the Center for the Arts.

Included in your packet is a copy of the proposed logo and font, as well as an artistic statement which conveys the creativity behind the logo design. Several logo and font choices were reviewed by the SYCA marketing subcommittee and City staff before arriving at the final proposed design. The proposed logo rebranding was presented to the full SYCA Board at their January meeting. They approved the choice and recommended it to the City Commission for consideration. Brien Richmond from FocalPoint will attend the meeting to answer any questions.

If the logo and font are approved by the Commission, the SYCA plans to incorporate it into all elements of branding the facility. This will include placement in new front marquee sign as well as SYCA website, social media platforms, print materials, correspondence, staff uniforms, name badges, etc.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the proposed logo and font to be incorporated on all Sturges-Young Center for the Arts branding and publications.

Staff Recommendation:

APPROVE

Included in your packet:

1. Logo Image
2. Artistic Statement

Noteworthy Meetings / Events

- DDA Organization Committee Meeting | January 10th
- Township Supervisor Meeting | January 11th
- Sturgis Public Schools/City Annual Projects Meeting | January 12th
- Sturgis Area Community Foundation Quality of Life Data “Party” | January 17th
- Exchange Club Meeting | January 19th
- B3 Meeting | January 19th
- Michael Hughes Reception | January 19th
- MPPA Behind the Meter Strategic Objective Kickoff Meeting | January 20th

Upcoming Events

- Casablanca Movie | SYCA | 7:00p | January 26th
- City Commission Special Meeting | Wiesloch Raum | 6:00pm | January 31st
- Ribbon Cutting | The Dude Abides | 11:30am | February 3rd
- Ladies Night Out | Downtown | 5:30pm-9:00pm | February 10th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

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

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

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

Commissioners absent: None

Also present: City Manager, Assistant City Manager, City Controller, Facilities Manager, Electric Department Superintendent, City Clerk

Steve Donkersloot, Michigan Public Power Agency, provided information on who they are and what they do for the City. They also discussed MPPA's strategic objective on adding more behind the meter generation, helping members reduce transmission costs and be more reliable. Discussion followed.

The meeting was adjourned at 6:00 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

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

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

The Pledge of Allegiance was said by all present.

The Invocation was given by Vice-Mayor Miller.

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

Commissioners absent: None

Also present: Assistant to the City Attorney, City Manager, Assistant City Manager, City Controller, Electric Department Superintendent, City Engineer, Facilities Manager, SYCA Director, City Clerk

Mayor Mullins presented the following Proclamation to City Manager Michael Hughes:

WHEREAS, Michael L. Hughes has served the City of Sturgis for 21 years, from July 1999 to February 2003 as Assistant to the City Manager, Assistant City Manager, and Interim City Manager and then from July 2005 to January 2023 as City Manager; and

WHEREAS, Michael has worked on a number of projects that have transformed the City of Sturgis during his time as City Manager, including the US-12 streetscape, North Street, Pleasant Avenue, S. Nottawa brick street refurbishment, Spence Softball Complex, the Public Services and Utilities Building, movement of the Depot building, various park improvements, a dedicated street millage and ten years of associated improvements, and so many more; and

WHEREAS, Michael has been involved with several significant business investment and economic development projects during his service including Moso Village, Wings Etc., the Burr Oak Tool expansion, Dresser Business Park infrastructure, Heartland and Cruiser RV, Meijer, the Watershed, and countless other developments and business expansions large and small;

WHEREAS, Michael has maintained a fiscally stable and healthy organization at the City of Sturgis, working with the Commission to stabilize utility funds, handle the difficulties of the 2008 economic downturn, address challenges such as the impact of other post-employment benefits (OPEB), and provide responsible budgets and overall organizational strength; and

WHEREAS, Michael has been an important collaborator with community organizations during his tenure, meeting regularly with area Township Supervisors to foster positive intergovernmental relationships, serving on boards and in groups including the Sturgis Area Chamber of Commerce, St. Joseph County EDGE, Sturgis Exchange Club, Sturgis DDA, and others; and

WHEREAS, Michael was involved as a member of the International City/County Management Association (ICMA) and Michigan Municipal Executives (MME) over his time in the profession, including serving on the MME board and being awarded the MME “Executive of the Year” in 2021; and

WHEREAS, Michael has served the City of Sturgis for over 17 years as a City Manager of

exceptional integrity, leadership, creativity, and skill.

NOW THEREFORE BE IT RESOLVED that the City Commission recognizes and thanks Michael L. Hughes for his exceptional service and dedication to the City of Sturgis.

Mr. Hughes expressed his thanks and said that it was an honor to serve as City Manager.

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

Voting yea: Nine

Voting nay: None

MOTION CARRIED

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

8A. Action of Minutes of Previous Meetings

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

B. Pay Bills

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

C. Pine Street Extension Vacation Request – Set Public Hearing

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

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

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

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

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

Also shown graphically in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing to hear objections thereto shall be held at the scheduled meeting of the Sturgis City Commission on Wednesday, February 22, 2023, commencing at 6:00 P.M. in the Wiesloch Raum of City Hall. Any objection to such action may be filed with the City Clerk in writing, and if any such objection is filed the portion of Pine St. described above now situate and being within the City of Sturgis shall not be vacated except by a concurring vote of two-thirds (2/3) of the City Commission.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the Interim City Manager Employment Agreement between the City of Sturgis and Andrew Kuk as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Mayor Mullins opened the Public Hearing for consideration of a Resolution to Vacate a Portion of Jean Avenue.

City Engineer Barry Cox provided details on the proposed area that is recommended for vacation.

There were no comments from the public.

Mayor Mullins closed the Public Hearing.

Moved by Comm. Hile and seconded by Comm. Perez to approve the Resolution to Vacate a Portion of Jean Ave. as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

RESOLUTION VACATING STREET

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

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

All that part of Jean Avenue (50-feet wide) between Blocks One and Two of Wait & Miller's Addition to the City of Sturgis, according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan in Liber 1 of Plats, Page 29, lying Southerly of the portion of the street vacated in Liber 10, Page 462 and North of a Line 96 feet North of the North Right of Way Line of East Hatch Street.

Also shown graphically in Exhibit A; and

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

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

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

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

City Manager Michael Hughes and CTE Program Director Jim Beery provided details on an agreement that would provide space for teaching a culinary class and a hospitality class to high school students at the Sturges-Young Center for the Arts. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Kinsey to approve the license agreement between the St. Joseph County Intermediate School District and City of Sturgis for use of the kitchen and instructional space at the Sturges-Young Center for the Arts as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Electric Department Superintendent Chris McArthur provided details on the bids received for substation breakers. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Perez to approve the purchase of eight (8) 15kV ABB breakers from Verhill Associates in the total amount of two hundred and seven thousand, eight hundred and twenty dollars (\$207,820.00) as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Facilities Manager Dan Root provided information the wear and tear on the floor of the Public Services Utility Building and a recommended treatment. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the proposal from Northern Industrial Flooring for PSUB floor coating in the amount of ninety-five thousand, six hundred and eighty-nine dollars and twenty cents (\$95,689.20) as presented.

Voting yea: Eight

Voting nay: Klinger

MOTION CARRIED

City Manager Michael Hughes provided information on the RFP for City Attorney Services. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Perez to appoint Timothy J. Reed of Bird, Scheske, Reed & Beemer, P.C. as City Attorney.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Manager Michael Hughes provided information on guidance from the Michigan Department of Treasury regarding legal public expenditures. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Smith to adopt the Resolution to Designate Certain Employee Expenditures as a Public Purpose as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

RESOLUTION TO DESIGNATE CERTAIN EMPLOYEE EXPENDITURES
AS A PUBLIC PURPOSE

WHEREAS, the City Commission believes that employee retention and morale is a critical part of

serving the public of Sturgis effectively; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Sturgis City Commission has determined the use of public funds for the benefits described above serve a public purpose in the City of Sturgis and authorizes the City Manager to expend funds within any adopted budget related to those benefits; and BE IT FURTHER RESOLVED, that the Sturgis City Commission adopts the following language as an employment policy to be included in the City of Sturgis Employee Handbook:

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

Assistant City Manager Andrew Kuk provided details on needed approvals for Downtown events for the upcoming year.

Moved by Comm. Hile and seconded by Comm. Perez to approve the requests for the 2023 Downtown Events as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 7:56 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8B

Date	Check#	Vendor	Vendor Name	Amount
Manual Checks				
01-06-2023	PR0600M	00061	CITY OF STURGIS PAYROLL	343,706.78
12-30-2022	T15420M	04088	BLUE CROSS BLUE SHIELD OF MI	39,893.72
01-04-2023	T15421M	04524	ALERUS FINANCIAL	1,491.00
01-14-2023	T15422M	00512	CAMOCO FUEL SYSTEM	17,272.84
01-06-2023	T15423M	04088	BLUE CROSS BLUE SHIELD OF MI	16,978.72
01-23-2023	T15424M	03770	MICHIGAN GAS UTILITIES	131.04
01-23-2023	T15425M	03770	MICHIGAN GAS UTILITIES	585.49
01-23-2023	T15426M	03770	MICHIGAN GAS UTILITIES	118.57
01-23-2023	T15427M	03770	MICHIGAN GAS UTILITIES	3,179.88
12-01-2022	T15428M	06030	VERIZON CONNECT NWF INC	113.33
01-01-2023	T15429M	06030	VERIZON CONNECT NWF INC	113.33
01-26-2023	T15430M	03770	MICHIGAN GAS UTILITIES	1,182.88
01-27-2023	T15431M	03770	MICHIGAN GAS UTILITIES	214.68
01-27-2023	T15432M	03770	MICHIGAN GAS UTILITIES	521.17
01-27-2023	T15433M	03770	MICHIGAN GAS UTILITIES	2,323.56
01-25-2023	T15434M	04389	FRONTIER COMMUNICATIONS A	254.25
01-25-2023	T15435M	04389	FRONTIER COMMUNICATIONS A	51.37
01-25-2023	T15436M	04389	FRONTIER COMMUNICATIONS A	51.37
01-09-2023	T15437M	00181	GORDON FOOD SERVICE	810.28
01-16-2023	T15438M	00108	STATE OF MICHIGAN	53,957.13
01-09-2023	T15439M	04197	MI PUBLIC POWER AGENCY	290,096.37
01-16-2023	T15440M	04197	MI PUBLIC POWER AGENCY	296,658.77
01-12-2023	T15441M	00449	CENTURY BANK & TRUST	3,402.13
01-22-2023	T15442M	03858	FARMERS STATE BANK	7,781.90
01-01-2023	T15443M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
01-25-2023	T15444M	04197	MI PUBLIC POWER AGENCY	77,892.71
01-06-2023	T15445M	00062	CITY OF STURGIS-EMPLOYEE INS	75,125.62
01-06-2023	T15446M	06208	HEALTH EQUITY/FSA TRANSFER	2,200.00
01-06-2023	T15447M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,031.33
01-06-2023	T15448M	00065	DOYLE MEMBERSHIP TRANSFER	2,708.20
01-06-2023	T15449M	00063	CITY OF STURGIS TAX TRANSFER	18,835.38
01-06-2023	T15450M	05123	COMERICA BANK-INST TRUST SERV	34,941.00
01-06-2023	T15451M	03229	CITY OF STURGIS-WORKERS COMP	3,133.85
01-06-2023	T15452M	00064	INTL CITY MGMT ASSOC RETR CORP	8,654.75
01-06-2023	T15453M	06190	HEALTH EQUITY/HSA PR TRANSFER	105,600.00
01-01-2023	T15454M	06290	MEDPRO WASTE DISPOSAL LLC	25.00
01-31-2023	T15455M	04389	FRONTIER COMMUNICATIONS A	105.22
01-17-2023	T15456M	05875	ALERUS FINANCIAL/MERS-STIPEND	1,200.00
Automatic Checks				
01-25-2023	244998	02515	360TRAINING.COM INC	196.00
01-25-2023	244999	00275	A B'S GLOVE & ABRASIVES INC	139.00
01-25-2023	245000	00296	AARON MCALISTER	100.00
01-25-2023	245001	00850	ACE-TEX ENTERPRISES	162.95
01-25-2023	245002	00814	AIS CONSTRUCTION EQUIPMENT COR	191.39
01-25-2023	245003	06359	ALENTADO TRAINING CONSULTANTS	690.00
01-25-2023	245004	00335	ALTEC INDUSTRIES, INC.	8,101.99
01-25-2023	245005	06119	AMAZON.COM SALES INC	3,189.65
01-25-2023	245006	06318	AMBULANCE BILLING NETWORK LLC	527.11
01-25-2023	245007	04674	AMERICAN LEGION POST 073	264.47
01-25-2023	245008	04696	APX INC	750.00
01-25-2023	245009	00624	AQUA BLAST CARWASH SYSTEMS INC	272.00

Date	Check#	Vendor	Vendor Name	Amount
01-25-2023	245010	05656	AXON ENTERPRISE INC	716.90
01-25-2023	245011	05001	BAUCKHAM THALL SEEBER	2,940.26
01-25-2023	245012	06117	BENITA ANN LEWIS	30.00
01-25-2023	245013	02749	HARLAN BLOOD	15.00
01-25-2023	245014	00511	BOALS SEWER & DRAIN CLEANING	220.00
01-25-2023	245015	00005	BOGEN CONCRETE INC	2,837.50
01-25-2023	245016	05991	BORGESS MEDICAL GROUP	223.00
01-25-2023	245017	00296	BRIANNE N GRAHAM	27.30
01-25-2023	245018	00315	CENTURYLINK	25.26
01-25-2023	245019	05825	CONSUMERS ENERGY	310.00
01-25-2023	245020	01859	CORRPRO COMPANIES INC	860.00
01-25-2023	245021	06325	COTTIN'S HARDWARE	1,015.15
01-25-2023	245022	06158	CULLIGAN WATER OF STURGIS	82.00
01-25-2023	245023	01119	DAVID W LUDDERS	58.80
01-25-2023	245024	05634	DAWN SECHLER	50.00
01-25-2023	245025	02005	DELL MARKETING LP	5,929.79
01-25-2023	245026	03095	MARY DRESSER	20.00
01-25-2023	245027	00364	CAROL DUSTIN	570.00
01-25-2023	245028	00296	DYLAN J KRONTZ	41.61
01-25-2023	245029	06014	EGANIX INC	840.00
01-25-2023	245030	00166	ELHORN ENGINEERING CO	1,345.00
01-25-2023	245031	03929	EMERGENCY MEDICAL PRODUCTS INC	860.25
01-25-2023	245032	00769	EMERGENCY VEHICLE PRODUCTS INC	166.90
01-25-2023	245033	04955	ENVIRO-CLEAN	10,552.00
01-25-2023	245034	05929	FACTUAL DATA	50.00
01-25-2023	245035	05151	FAWN RIVER MECHANICAL LLC	610.00
01-25-2023	245036	00091	FEDERAL EXPRESS	22.00
01-25-2023	245037	05841	FERGUSON FACILITIES SUPPLY	832.02
01-25-2023	245038	05490	FERGUSON WATERWORKS #3386	10,245.00
01-25-2023	245039	05544	FIRST ADVANTAGE OCCUPATIONAL	111.15
01-25-2023	245040	06356	GANNETT HOLDINGS LLC CENTRAL	292.20
01-25-2023	245041	00291	GATEHOUSE MEDIA MICHIGAN	530.93
01-25-2023	245042	02725	GLOBAL INDUSTRIAL	19,196.40
01-25-2023	245043	00183	W W GRAINGER INC	1,326.88
01-25-2023	245044	01436	GRIFFITH ELECTRIC LLC	450.00
01-25-2023	245045	04243	GRP ENGINEERING INC	1,364.02
01-25-2023	245046	05222	HOLLAND DEPT OF PS/WMCJTC	200.00
01-25-2023	245047	04922	HUTSON ASSESSING INC	2,539.64
01-25-2023	245048	03515	HYDROCORP	4,625.50
01-25-2023	245049	05522	INTERSTATE BATTERIES-GREAT LKS	543.53
01-25-2023	245050	06199	JANSEN PLUMBING, HEATING &	3,177.00
01-25-2023	245051	05842	JOHN DEERE FINANCIAL	1,306.72
01-25-2023	245052	00296	JOHN FISHER	30.74
01-25-2023	245053	06217	JOHN J FLOWERS	20.00
01-25-2023	245054	00296	JOSHUA S AND DESTINY T MILLER	59.06
01-25-2023	245055	00296	JULIE METZGER	21.46
01-25-2023	245056	00020	KENDRICK STATIONERS INC	352.40
01-25-2023	245057	00296	KENNETH P METH	79.18
01-25-2023	245058	05721	KISM, LLC	819.00
01-25-2023	245059	01101	JANENE KOSMAN	40.00
01-25-2023	245060	04071	KS AUTO SERVICE INC	696.20
01-25-2023	245061	00212	KSS ENTERPRISES	497.11
01-25-2023	245062	00216	LAWSON PRODUCTS INC	733.35

Date	Check#	Vendor	Vendor Name	Amount
01-25-2023	245063	00394	LAWSON-FISHER ASSOCIATES PC	17,117.51
01-25-2023	245064	01305	LIBERTY OFFICE PRODUCTS	280.00
01-25-2023	245065	03256	LIMA ELEVATOR COMPANY INC	76.50
01-25-2023	245066	00220	LITHO PRINTERS INC	129.71
01-25-2023	245067	05945	MED SAFETY PLUS LLC	42.07
01-25-2023	245068	04817	MICHIANA RECYCLING & DISPOSAL	3,119.47
01-25-2023	245069	03774	STATE OF MICHIGAN	60.00
01-25-2023	245070	03774	STATE OF MICHIGAN	43.25
01-25-2023	245071	01192	MICHIGAN MUNICIPAL ELE ASSOC	17,236.00
01-25-2023	245072	00024	STATE OF MICHIGAN - MDOT	653.32
01-25-2023	245073	06237	MICROSOFT CORPORATION	2,443.53
01-25-2023	245074	06026	MID-CITY SUPPLY CO INC	91.51
01-25-2023	245075	00296	MONROE LEARN	944.46
01-25-2023	245076	06069	NAPA AUTO PARTS	1,375.97
01-25-2023	245077	00255	NIBLOCK EXCAVATING INC	1,563.30
01-25-2023	245078	00256	NISSLEY DISPOSAL INC	8,545.00
01-25-2023	245079	01411	NCL OF WISCONSIN INC	219.00
01-25-2023	245080	05932	O'REILLY AUTO ENTERPRISES LLC	55.38
01-25-2023	245081	06357	OLIVE FRESH	239.00
01-25-2023	245082	05671	PACE ANALYTICAL SERVICES LLC	332.32
01-25-2023	245083	06206	PARKERS OUTLET CENTER	394.98
01-25-2023	245084	00033	POSTNET POSTAL & BUSINESS	77.95
01-25-2023	245085	00485	POWER LINE SUPPLY	624.96
01-25-2023	245086	00031	POWER SYSTEM ENGINEERING INC.	5,400.15
01-25-2023	245087	06109	POWERDMS, INC	5,795.82
01-25-2023	245088	06085	PRESIDIO NETWORKED SOLUTIONS	22,432.69
01-25-2023	245089	03091	PRIME QUALITY ELECTRIC LLC	3,572.78
01-25-2023	245090	04481	PROF SPORTS SPECIFIC TRAINING	450.00
01-25-2023	245091	05739	RENEWABLE WORLD ENERGIES LLC	5,924.36
01-25-2023	245092	00035	RESCO	9,270.10
01-25-2023	245093	06038	REVOLUTION HEALTH, P.C.	428.00
01-25-2023	245094	06133	ROSENBAUER MINNESOTA LLC	3,137.00
01-25-2023	245095	05765	SELKING INTERNATIONAL	460.42
01-25-2023	245096	06239	SESAC LLC	195.00
01-25-2023	245097	02179	SPRINT	663.98
01-25-2023	245098	00605	C STODDARD & SON INC	150.00
01-25-2023	245099	04903	STONECO OF MICHIGAN	10,279.18
01-25-2023	245100	05826	STURGIS GLASS LLC	636.80
01-25-2023	245101	06281	T-MOBILE USA INC	320.45
01-25-2023	245102	05099	TARGETSOLUTIONS LEARNING	2,545.50
01-25-2023	245103	05682	ROBERT TAYLOR	100.00
01-25-2023	245104	00046	TELE-RAD INC	785.00
01-25-2023	245105	00047	CITY OF THREE RIVERS	500.00
01-25-2023	245106	00296	TRAVELERS HAVEN LLC	155.32
01-25-2023	245107	00296	TRAVIS A WILLIAMS	20.16
01-25-2023	245108	05686	TRI-STATE SECURITY LKSMITH LLC	1,253.00
01-25-2023	245109	04714	ULINE	48.00
01-25-2023	245110	01238	UNITED PARCEL SERVICE	92.51
01-25-2023	245111	03331	UTILITIES INSTRUMENTATION SERV	2,864.04
01-25-2023	245112	05745	ERICA VARGAS SARCO	100.00
01-25-2023	245113	04453	VERIZON WIRELESS	2,704.51
01-25-2023	245114	05659	WARNER OIL COMPANY	949.30
01-25-2023	245115	03511	WASTE MANAGEMENT	5,605.55

Date	Check#	Vendor	Vendor Name	Amount
01-25-2023	245116	02734	WATERWORKS SYSTEMS & EQUIP INC	332.00
01-25-2023	245117	06339	WILLIAMS TREE CO LLC	32,999.10
01-25-2023	245118	02948	WITMER PUBLIC SAFETY GROUP INC	931.93
01-25-2023	245119	06315	XPO LOGISTICS FREIGHT INC	1,290.04
01-25-2023	245120	06107	YEOMAN, TALIA	600.00
01-25-2023	245121	03983	YOURMEMBERSHIP.COM, INC	523.00
01-25-2023	D01934	02983	CINTAS LOCATION #351	2,652.82
01-25-2023	D01935	03944	LINDE GAS & EQUIPMENT INC	297.39
01-25-2023	D01936	06250	MARANA GROUP	985.80
Manual Total				\$1,416,002.04
Automatic Total				\$278,209.66
Grand Total				\$1,694,211.70

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 01/01/2023
PR0600M PAYROLL DATE 01/06/2023

GENERAL	\$159,039.60
MAJOR STREET	11,563.20
LOCAL STREET	11,500.75
CEMETERY	8,476.49
DDA	826.28
AIRPORT	205.91
BUILDING	3,311.27
STURGES-YOUNG CENTER FOR THE ARTS	4,744.18
RECREATION	3,071.06
DOYLE RECREATION CENTER	9,922.98
AMBULANCE	13,013.89
ELECTRIC	88,122.19
SEWER	15,750.38
WATER	11,237.15
MOTOR VEHICLE	2,921.45
Payroll Sub-Total	\$343,706.78

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

CITY OF STURGIS

RESOLUTION FOR ADOPTION

OF THE CITY OF STURGIS

2023 PARKS AND RECREATION MASTER PLAN

WHEREAS, the City of Sturgis has undertaken the development of a five (5) year Parks and Recreation Master Plan update which describes the physical features, existing recreation facilities, and the desired actions to be taken to improve and maintain recreation facilities during the period between 2023 and 2027; and

WHEREAS, the Plan was available for public review and comment at City Hall for a period of thirty (30) days beginning on December 13th, 2023 and ending on January 11th, 2023; and

WHEREAS, a public hearing was held at the regularly scheduled Parks, Recreation & Doyle Center Board meeting on Tuesday, January 17, 2023 at 4:00 p.m. to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Plan; and

WHEREAS, the City of Sturgis has developed the Plan for the benefit of the entire community and desires to adopt the Plan as a document to assist in meeting the recreation needs of the community.

THEREFORE, BE IT RESOLVED, that the Sturgis City Commission hereby adopts the City of Sturgis 2023 Parks and Recreation Master Plan as a guideline for improving recreation for the residents of the City.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B



Sales and Service

GRAND RAPIDS MI BRANCH
3715 CLAY S.W.
GRAND RAPIDS, MI 49548
Phone: 616-538-2250

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF STURGIS 130 N NOTTAWA Sturgis, MI 49091	Contact: Dan Root Phone: 269 503-9537 Fax: 269 659-7500 Cust Id: 185590	Quote Date: 12-JAN-23 Quote Expires: 30-APR-23 Quote Num: 185858 Quoted By: Darcie T Roach Quote Term: 5 Year(s)

Site Information

1	STURGIS CITY HALL	130 N NOTTAWA ST	STURGIS	MI	49091
2	STURGIS POLICE & FIRE	124 N NOTTAWA ST	STURGIS	MI	49091
3	STURGIS TREATMENT PLANT	2101 TREATMENT PLANT ROAD	STURGIS	MI	49091
4	FAWN RIVER LIFT STATION	570 W FAWN RIVER RD	STURGIS	MI	49091

<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	STUGIS CITY HA	ONAN	GEN SET	GGHH-7092980	E080183780	ST
2	POLICE & FIRE	ONAN	GEN SET	GG06-1710997	K170275997	SE
3	ONAN TRAILER2	ONAN	GEN SET	DSFAA-7483413	K080222969	ST
3	ONAN TRAILERS	ONAN	GEN SET	DSFAA-7483413	K080222968	ST
3	STURGIS	ONAN	GEN SET	DQDAA	L080224583	ST
4	FAWN RIVER LS	ONAN	GEN SET	GGHH-7466356	K080222023	ST

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	STUGIS CITY	FULL SVC W/2 HR LOAD BANK	5	1,183.95	5,919.75
	HAL	INSPECTION	5	414.33	2,071.65
2	POLICE & FIRE	FULL SVC W/2 HR LOAD BANK	5	1,059.42	5,297.10
3	ONAN TRAILER2	FULL SVC W/2 HR LOAD BANK	5	987.69	4,938.45
3	ONAN TRAILERS	FULL SVC W/2 HR LOAD BANK	5	987.69	4,938.45
3	STURGIS	FULL SVC W/2 HR LOAD BANK	5	1,347.23	6,736.15
4	FAWN RIVER LS	FULL SVC W/2 HR LOAD BANK	5	1,163.69	5,818.45

Generator Planned Equipment Maintenance Quote

Service/Scheduled Month -

Based on previous PM schedule, services are tentatively scheduled for:

Fawn River LS: Full Service w/ 2 HR Load Bank - April (2023-2027)

City Hall: Inspections - April (2023-2027) & Full Service w/ 2 HR Load Bank - September (2023-2027)

Police & Fire: Full Service w/ 2 HR Load Bank - April (2023-2027)

Sturgis: Full Service w/ 2 HR Load Bank - April (2023-2027)

Onan Trailer Units: Full Service w/ 2 HR Load Bank - April (2023-2027)

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF STURGIS 130 N NOTTAWA Sturgis, MI 49091	Contact: Dan Root Phone: 269 503-9537 Fax: 269 659-7500 Cust Id: 185590	Quote Date: 12-JAN-23 Quote Expires: 30-APR-23 Quote Num: 185858 Quoted By: Darcie T Roach Quote Term: 5 Year(s)

Darcie Roach
Darcie.Roach@Cummins.com
248-573-1509

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

☐ Opt IN to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

Load Bank

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below. Reading will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default.

2.0 Hour Load Bank

☐ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours.

☐ 80% of the EPS nameplate kW rating for 2 continuous hours

☐ Other ? Please Specify _____

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# _____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:

P.O. Box 772639

Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:

James Sweeney

MA872@Cummins.com



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF STURGIS 130 N NOTTAWA Sturgis, MI 49091	Contact: Dan Root Phone: 269 503-9537 Fax: 269 659-7500 Cust Id: 185590	Quote Date: 12-JAN-23 Quote Expires: 30-APR-23 Quote Num: 185858 Quoted By: Darcie T Roach Quote Term: 5 Year(s)

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

Standard Agreement Amount	\$35,720.00
Proposal Total	\$35,720.00

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

Bid Tab - SYCA ADA Improvements							
Name	Address	Base Bid	Alt. 1	Alt. 2	Alt.3	Alt. 4	Notes
Kalleward Group	3458 Gembrit Circle Kalamazoo, MI 49001	\$ 153,000.00	\$ 27,500.00	\$ 2,400.00	n/a	n/a	bid qualifications attached
Frederick Construction	120 E Prairie St Vicksburg, MI 49097	\$ 203,600.00	\$ 26,700.00	\$ 3,684.00	n/a	n/a	12 Items noted on bid qualifications page

January 5, 2023

Mr. Dan Root
City of Sturgis
130 North Nottawa Street
Sturgis, MI 49091

306 S. KALAMAZOO MALL
KALAMAZOO, MICHIGAN 49007
INFO@BYCE.COM
WWW.BYCE.COM
TEL: 269.381.6170
FAX: 269.381.6176

Re: Bidding Recommendation to Award
Sturges-Young Center for the Arts ADA Access
Sturgis, Michigan
B/A # 21100213

Dear Mr. Root,

Byce & Associates, Inc. has reviewed the bids received for the Sturges-Young Center for the Arts ADA Access project. Two bids were received on December 19th, 2022 from Kalleward Group and Frederick Construction. Byce & Associates reviewed both bid proposals and could recommend either firm for their quality of work and project management. Based on the presented bid amounts received, we have found Kalleward Group to be the lowest qualified bidder at a base bid of \$153,000.00 (one hundred, fifty-three thousand dollars), Alternate 1 of \$27,500 (twenty seven thousand, five hundred dollars) and Alternate 2 of \$2,400.00 (two thousand, four hundred dollars).

Neither bidder included amounts for Add Alternates #3 and #4, which involved the fabric and framed awning canopies on the north entrance/exist of the building. Bidders did note they would be willing to provide figures for Alternates 3 and 4 upon receipt of additional information and design (would need to be provided by a specialized awning company), for you to determine if these two items are to be pursued by the City of Sturgis for this project.

Both Bidders presented a list of clarifications and qualifications as part of their Bid. Attached please find a list of items that it is our recommendation to confirm with the recommended bidder prior to the formalization of any contractual agreements.

Byce & Associates recommends that the Sturges-Young Center for the Arts ADA Access project upgrades be awarded to the Kalleward Group. Pending available project funding, we would recommend acceptance of the Base Bid and Addendums 1 and 2 for a total of \$182,900.00 (one hundred and eighty-two, nine hundred thousand dollars), less alternates #3 and #4.

If you have any questions or comments, please feel free to call me. Thank you.

Sincerely,



BYCE & ASSOCIATES, INC.
Peter Sarelis, AIA

Bid Clarifications

Please provide confirmation or clarification of items below as they pertain to your bid:

1. Please confirm your bid includes cost of obtaining necessary Building Permit and other necessary permits. (Bid indicated \$1,200 allowance)
 - a. Yes / No / Additional Notes: _____
2. Please confirm your bid includes patching of existing surfaces for re-located ADA Electric opener and associated push-buttons. Push buttons are to be re-located to existing surfaces and do not require new pedestal. (Final re-located location to be coordinated in field.)
 - a. Yes / No / Additional Notes: _____
3. Please confirm or clarify if your bid includes any necessary removal and/or replacement of existing edge of asphalt parking lot to remain along new sidewalks/ramps as required for means and methods of installing new work.
 - a. Yes / No / Additional Notes: _____
4. Please confirm your bid includes costs for any required/necessary soils testing and inspections that may be required by the Authority Having Jurisdiction. (Bid did enumerate Hazardous Materials testing exclusions and the assumption that existing subbase is adequate)
 - a. Yes / No / Additional Notes: _____
5. Please confirm your understanding that the existing irrigations systems are to remain and be protected as-is, or salvaged and re-installed where disturbed by required work (noted on A210) and that any costs associated are included in your Bid. If areas of the irrigation are discovered to be damaged **prior** to demolition/salvage, this is to be brought to the Owners attention prior to removal, and upon agreement to proceed a price to repair is to be provided in a timely manner.
 - a. Yes / No / Additional Notes: _____
6. Please confirm the Bid included cost for one ADA Electric Door Operator (and all included accessories and labor) for Alternate #1 per G001 Alternates, Door Schedule, and E210.
 - a. Door schedule was unclear which door was to receive the electric opener and listed doors 1,2, and 3 as potential candidates. Owner is to verify during construction which door is to receive electric operator – tentative Architect selection is that Door 3 is to receive the ADA electric operator.
 - b. Yes / No / Additional Notes: _____

7. Please confirm the Bid included cost for one ADA Electric door operator (and all included accessories and labor) for Door 4. Door 5 is not to receive an ADA electric operator.
- a. The Door schedule was not clear this was to be provided – however, operator is called for on E210
- b. Yes / No / Additional Notes: _____

2022 SYCA ADA Accessibility Improvements

		261 SYCA	TOTAL PROJECT
BUDGETED FUNDS	FY 2022-2023	\$ 240,000.00	\$ 240,000.00

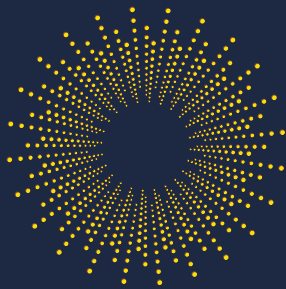
Notes
\$147,000 under Capital and Extraordinary expenses as "Front Entrance Improvements - Doors" plus \$93,000 as "Barrier Free Entrance Improvements"

PROJECT COSTS			
Design and Bid Phase Engineering	Approved 5/25/22	\$ 28,000.00	\$ 28,000.00
Construction Award	Recommended	\$ 182,900.00	\$ 182,900.00
Construction Administration	Approved 5/25/22	\$ 7,500.00	\$ 7,500.00
Contingency Budget	Recommended	\$ 18,290.00	\$ 18,290.00
TOTAL PROJECT COST		\$ 208,690.00	\$ 208,690.00
OVER (UNDER) BUDGET			\$ (31,310.00)

Notes
BYCE; spent in FY 2021-2022 Not included in total
Kalleward Group
BYCE
10% of construction cost

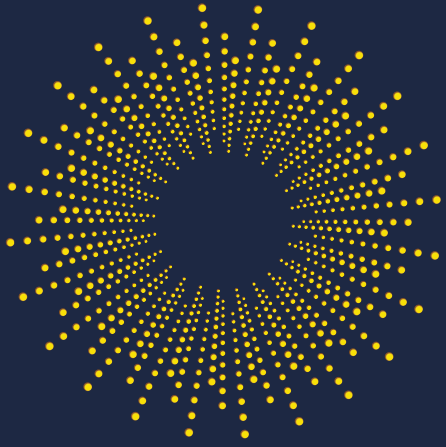
**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D



STURGES-YOUNG

CENTER FOR THE ARTS



STURGES-YOUNG

CENTER FOR THE ARTS

The Sturges-Young Center for the Arts logo emphasizes the importance of bringing people together and celebrating shared experiences. It suggests a sense of community, inclusion, and togetherness that is fostered by an appreciation of art. The circle in the center represents the focal point of a stage, representing performances, exhibitions, and workshops that engage audiences from all segments of our community.

The center has been a staple of the St. Joseph community for decades, and its commitment to promoting art and culture is unwavering. It provides an array of educational programs, workshops, exhibitions, performances, and other events that bring together people from all backgrounds to celebrate creativity and the power of art in our lives.

From artists to dancers to musicians, the center welcomes everyone who wants to be part of its vibrant creative community. It operates on the principles of accessibility and affordability in order to ensure that everyone can take part in its offerings.

In addition to providing entertainment for local audiences, the center also serves as a vital resource for students seeking opportunities for artistic growth. Its state-of-the-art facilities offer a safe and inviting atmosphere where budding performers can hone their craft and share their work with others. The center strives to provide programming that is both entertaining and educational, which encourages creative expression while giving audiences an appreciation for various forms of art.

The center's commitment to bringing people together continues with its outreach efforts throughout the entire community.

In summary, the center's logo conveys a powerful message about how art can bring us together and make positive change possible through cultural exchange – something we should celebrate now more than ever.