



**AGENDA**  
**CITY COMMISSION MEETING**  
**WEDNESDAY, JUNE 28, 2023**  
**CITY HALL | 130 N. NOTTAWA ST.**  
**WIESLOCH RAUM**

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

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
  - A. Action of Minutes of Previous Meetings
    - **APPROVE the minutes from the June 7, 2023 special meeting as presented.**
    - **APPROVE the minutes from the June 8, 2023 special meeting as presented.**
    - **APPROVE the minutes from the June 12, 2023 budget work session as presented.**
    - **APPROVE the minutes from the June 14, 2023 regular meeting as presented.**
    - **APPROVE the minutes from the June 21, 2023 budget work session as presented.**
  - B. Pay Bills
    - **AUTHORIZE the payment of the City bills in the amount of \$2,395,551.76 as presented.**
  - C. Sturgis District Library Community Read Together Event
    - **APPROVE the Sturgis District Library Read Together Event at Oaklawn Park on August 4, 2023 as presented.**
9. UNFINISHED BUSINESS
  - A. Millage Rate Public Hearing – Kenneth Rhodes
10. NEW BUSINESS
  - A. Sturgis Neighborhood Program Property Purchases – Andrew Kuk
  - B. Zoning District Amendment for 121 S. Monroe St. First Reading – William Prichard
  - C. Powerhouse A Renovation Bids – Daniel Root
  - D. 2023 Street Improvement Project Construction Engineering – Barry Cox
  - E. Oaklawn Well #5 Well Cleaning & Pump Reconditioning – Rick Miller
  - F. Building Authority Board – Kenneth Rhodes
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION - to consider material exempt from discussion or disclosure by state or federal statute and purchase of property.
13. ADJOURN

# Manager's Report

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JUNE 28, 2023



CITY OF  
**Sturgis**  
MICHIGAN

Submitted by:

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

Andrew Kuk  
City Manager

## 8. Consent Agenda

### Proposed Motion:

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

### Staff Recommendation:

**APPROVE**

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

##### Consent Agenda Motion:

*APPROVE the minutes from the June 7, 2023 special meeting as presented.*

##### Consent Agenda Motion:

*APPROVE the minutes from the June 8, 2023 special meeting as presented.*

##### Consent Agenda Motion:

*APPROVE the minutes from the June 12, 2023 budget work session as presented.*

##### Consent Agenda Motion:

*APPROVE the minutes from the June 14, 2023 regular meeting as presented.*

##### Consent Agenda Motion:

*APPROVE the minutes from the June 21, 2023 budget work session as presented.*

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

##### Consent Agenda Motion:

*AUTHORIZE the payment of the City bills in the amount of \$2,395,551.76 as presented.*

## **8C. Sturgis District Library Community Read Together Event**

The Sturgis District Library is requesting use of Oaklawn Park amphitheater and area surrounding the amphitheater for a community read together event on Friday, August 4, 2023. They are requesting use of the amphitheater, and electric service for the event. The event will also include two City-approved food trucks and a live broadcast by WBET. This is a free event, open to the community.

### *Consent Agenda Motion:*

*APPROVE the Sturgis District Library Community Read Together Event at Oaklawn Park on August 4, 2023 as presented.*

## **9. Unfinished Business**

### **A. Millage Rate Public Hearing**

**Staff: Kenneth Rhodes**

#### **OPEN PUBLIC HEARING**

In order to include the City's millage rates on 2023 summer tax bills, the City Commission needs to set the City Operating property tax rate by the end of June. A public hearing is required. The City also needs to set the rate for the Streets/Sidewalks Improvement Millage, which was renewed by voters in 2022 for 3.0 mils.

Due to the State of Michigan's Headlee rollback rule, the highest millage general operating rate the City may consider this year (without a vote of the electorate) is 11.6818. If this rate were adopted, it would generate approximately \$345,000.00 in additional revenue over the 2022 tax rate of 10.4623.

At the June 14<sup>th</sup> City Commission meeting, the Commission approved advertisement of a second public hearing and again advertised the millage rate at 11.6818. As previously discussed, the advertised tax rate is the maximum rate that the City Commission can set after the public hearing. The Commission is not obligated to approve this rate and may choose to approve a lesser tax rate.

In addition to the millage rates, as typically approved by the City Commission, a 1% tax administration fee is scheduled to be collected on all City tax bills this year. This fee is authorized and recommended by the State to allow communities to recover the costs of tax collection.

#### **CLOSE PUBLIC HEARING**

#### **Proposed Motion:**

**Move that the Sturgis City Commission SET the 2023 millage rate at \_\_\_\_\_ mils for the General Operating Millage.**

**Proposed Motion & Staff Recommendation:**

**Move that the Sturgis City Commission SET the 2023 millage rate at 3.0 mils for Streets/Sidewalk Improvement Millage as presented.**

## **10. New Business**

### **A. Sturgis Neighborhood Program Property Purchases**

**Staff: Andrew Kuk**

As part of the ongoing collaboration with the Sturgis Neighborhood Program (SNP) the City and SNP regularly identify City-owned residential properties that could be improved by SNP. In the past this has included both tax foreclosed properties to be renovated by SNP as well as vacant parcels for new construction projects.

Recently SNP provided City staff with information regarding the latest round of City properties they are interested in acquiring. Staff worked to prepare purchase agreements for the properties for the Commission's consideration.

The properties under discussion include two renovation projects at 303 S. Nottawa and 805 N. Nottawa Street, as well as a vacant lot at 1106 N. Galyn. SNP is interested in beginning work on the two renovation projects upon closing, with a new construction project starting at N. Galyn during the 2023-2024 school year.

#### **303 S. Nottawa and 805 N. Nottawa**

Included in your packet are draft purchase agreements for 303 S. Nottawa and 805 N. Nottawa. Both properties were acquired by the City through the County tax foreclosure process in 2022. As with past purchases, City staff worked with the Sturgis Neighborhood Program (SNP) to develop the proposed purchase agreements. The proposed purchase prices cover the City's acquisition and holding costs related to the property. According to State statute, the City cannot profit on the sale of tax foreclosed properties. The purchase agreement for 303 S. Nottawa is in the amount of \$19,409.66. The purchase agreement for 805 N. Nottawa is in the amount of \$14,964.84.

#### **1106 N. Galyn**

Also included in your packet is a purchase agreement for 1106 N. Galyn Street. This property is a City-owned lot adjacent to City Subdivision I and falls under the restrictive covenants that apply to City Subdivision I. This lot has been available for sale since 2018 and as with all lots in City Subdivision I and II, the purchase

price is listed at \$5,000.00. The proposed purchase agreement includes the sale of the property at \$5,000.00. As with previous agreements with SNP related to the purchase of vacant property, the agreement also stipulates that the City would be responsible for certain costs associated with closing, plus up to \$1,500.00 of SNP's closing costs. Any costs over and above this amount would be covered by SNP.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Purchase Agreements with Sturgis Neighborhood Program for 303 S. Nottawa, 805 N. Nottawa, and 1106 N. Galyn St. as presented.**

**Staff Recommendation:**

**APPROVE**

**Included in your packet:**

1. Purchase Agreements



## **10. New Business**

### **B. Zoning District Amendment for 121 S. Monroe St. First Reading**

**Staff: William Prichard**

A zoning district change to the property located at 121 S. Monroe Street (Parcel ID# 052-040-461-00) has been requested. The request is to change the zoning district from the Residential 4 (R-4) to the Central Business (B-C) zoning district. The Future Land Use Map identifies this property as Residential.

Sturgis Bank and Trust Company has been in discussion with the Community Development Department regarding downtown parking. As part of this discussion, the bank stated they had interest in increasing the parking area of their existing lot to the south. The bank purchased 119 and 121 S. Monroe in the middle of 2022. 119 S. Monroe was previously approved for a zoning district change in February 2023. 121 S. Monroe is a vacant residential dwelling that was a registered rental with the City. Sturgis Bank has already contracted with a local contractor to have the house demolished. This would allow the parcel to be rezoned to the Central Business (B-C) zoning district.

The Planning Commission will be having a public hearing on June 27, 2023 to discuss this request and make a recommendation to the Commission.

#### **Proposed Motion:**

**Move that the Sturgis City Commission CONSIDER/NOT CONSIDER this the first reading of an amendment to the Zoning Code, Article III pertaining to the Zoning Map for 121 S. Monroe Street as presented.**

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

1. Zoning Map – 121 S. Monroe
2. Future Land Use Map – 121 S. Monroe

## **10. New Business**

### **C. Powerhouse A Renovation Bids**

**Staff: Daniel Root**

Included in the current fiscal year capital improvement plan are exterior restorations to the Hydro-Electric plant Powerhouse A. This structure containing turbines and equipment was the original hydro-electric generation plant that was constructed and put into service in 1911. With the structure being 112 years old it is critical that the City continue to monitor and maintain the exterior components of the building envelope.

This structure (and the surrounding homes that at one time housed the plant operators) have been recognized as historic structures. This designation and its esteem come with strict guidelines when completing exterior maintenance and repairs. All work and materials used must first be reviewed and approved by the State Historic Preservation Organization (SHPO). In addition, the operation of the hydro-electric plant is governed by the Federal Energy Regulatory Commission (FERC). FERC also performs regular inspections and makes recommendations for necessary repairs to the structures and facilities. Correspondence from FERC with repair recommendations is included in your packet.

Staff developed a bid specification that included review and repair of exterior surface elements including brick and mortar, window and door lintels and sills, and exterior concrete (including the tailrace area where water is discharged from the power plant). Additionally, the specification included an alternate scope of work for pressure washing, painting, and sealing surfaces.

Staff advertised for bids on MITN/Bidnet Direct, several construction clearing houses (Dodge Data, Construct Connect, and Builders Exchange), as well as the City Website. The bid opening took place on Monday June 12, 2023, with two bids being submitted in person and one bid submitted electronically. The bid tabulation is attached for your review.

Staff conducted a post bid interview with the low bidder Ram Construction Services of Michigan. The discussion included the scope of work, safety plans and projected timeline for the completion of the work. Ram Construction staff were confident in their safety plan and that all aspects of the scope would be covered and that the base amounts requested should be adequate barring unforeseen circumstances.

Staff is recommending for approval both the base bid of \$99,800.00 and alternate 1 at \$31,100.00 for a total project cost of \$130,900.00. The fiscal year 2022-2023 Electric Department budget included \$100,000.00 as an estimate for this this work.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the base bid and alternate one for exterior repairs to Powerhouse A from Ram Construction Services of Michigan in the total amount of one hundred and thirty thousand, nine hundred dollars (\$130,900.00) as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. FERC Repair Recommendation
2. Bid Tab

## 10. New Business

### D. 2023 Street Improvement Project Construction Engineering

**Staff: Barry Cox**

An award of the 2023 Street Rehabilitation program occurred at the May 10<sup>th</sup> City Commission meeting to Northern Construction Services, Corp. Included in your packet is Task Order #9b to provide Construction Inspection and Resident Project Representation for the program.

The task order's costs would be funded by the Water Fund and Major & Local Street Funds. The task order is \$8,800.00 more than originally estimated, at a total cost of \$78,800.00. However, the overall budget for the 2022 and 2023 Street Improvement Projects is better than shown on the project budget and cost spreadsheet due to significant savings on the 2022 Project.

Current estimates have construction-phase engineering for the 2022 Project at half of the approved amount (approximately \$31,000.00), with construction costs on the project estimated to be approximately \$114,000.00 under the approved amount. The contingency budget for the 2022 Project was also lightly used, just shy of \$28,000.00 under the approved amount.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Task Order #9b with Fleis and VandenBrink Engineering, Inc. for construction phase services on the 2023 Street Rehabilitation Program in the amount of seventy-eight thousand, eight hundred dollars (\$78,800.00) as presented.**

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

1. Task Order 9b
2. Budget and Costs Spreadsheet

## **10. New Business**

### **E. Oaklawn Well #5 Well Cleaning & Pump Reconditioning**

**Staff: Rick Miller**

Oaklawn Well #5 was drilled in March of 1984 and first put into operation as a production well in March of 1985. The pump and well have been in service for 38 years. Average annual pumpage from this well for the last 9 years is 152 million gallons per year. The well has been reconditioned four times since it was installed and cleaned an additional two times. The pump was overhauled in 1988, 1998, 2005 and again in 2014. The cleanings took place in February of 1996 and September of 2014.

Typically pumps are reconditioned every 7 or 8 years. Following this preventive maintenance practice allows us to get the maximum service life from the pumps while preventing mechanical failures. Cleaning of the well is also important; regular cleanings not only help extend service life, but also helps ensure the specific capacity doesn't begin to fall off too dramatically over time.

Included in the FY 2022-2023 budget was \$40,000.00 for cleaning and overhaul of Oaklawn Well #5. Bid documents were created and they were sent to area bidders. The bid was also placed on BidNet Direct/MITN.

As it is with any overhaul type project, it is impossible for contractors to know exactly what parts of the pump need to be replaced before disassembly. So as a means of getting a true "apples to apples" comparison price from bidders, staff included as part of the bid to provide pricing for every individual part that has the potential of needing to be replaced as part of the pump overhaul process. That way, bidders can't provide a low base bid price for the project and then try to make up their loss by overcharging for repair parts.

Staff received only one bid, from North American Pump Company of Wakarusa IN. Their base bid price for completing the project is \$39,588.50. They also included pricing for repair parts as requested which total \$22,400.00. Staff would be looking to approve a not-to-exceed price equal to the total of base bid and repair

parts pricing; \$61,988.50. Staff anticipates final cost to come in closer to the base bid than the maximum approved cost.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the bid from North American Pump Company of Wakarusa Indiana for Well Cleaning and Pump Reconditioning for a not to exceed bid price of sixty-one thousand, nine hundred eighty-eight dollars and fifty cents (\$61,988.50) as presented.**

**Staff Recommendation:**

**APPROVE**

**Included in your packet:**

1. NAPCO Bid Document

## **10. New Business**

### **F. Building Authority Board**

**Staff: Kenneth Rhodes**

The Sturgis Building Authority (Authority) was authorized and incorporated by the City Commission in 2004 pursuant to Act 31, Public Acts of 1948, as amended for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, a building or buildings (including hospital buildings and additions), etc. and was the issuer of the bonds for the hospital project. Local units of government have often used a Building Authority format to accomplish issuing bonds with a Limited Tax General Obligation credit.

The Authority Board consists of five members appointed by the City Commission. City Commissioners cannot serve on the Authority board.

The Authority convened during the initial bond offering, again in 2014 related to the bond refunding, and finally in 2016 related to a required audit. Because there have been recent discussions related to the Sturgis Hospital bonds, it seems prudent to reappoint the existing members of the Authority in the event any action needs to be taken. All members of the Authority are still active in the community and have expressed a willingness to serve.

#### **Proposed Motion:**

**Move that the Sturgis City Commission REAPPOINT Julie Andrews, Dan Arney, Andy Boyd, Ned Heydlauff, and Mike Wilson to the Sturgis Building Authority.**

#### **Staff Recommendation:**

**APPOINT**

## Noteworthy Meetings / Events

- Budget Work Session | June 12<sup>th</sup>
- Sturges-Young Advisory Board Meeting | June 15<sup>th</sup>
- Sturgis Fest Meeting | June 19<sup>th</sup>
- Southwest Michigan First Meeting | June 20<sup>th</sup>
- Sturgis Fest Kickoff Dinner | June 20<sup>th</sup>
- Budget Work Session Part 2 | June 21<sup>st</sup>
- Sturgis Fest Bike Night | June 22<sup>nd</sup>
- Sturgis Fest Car Cruise-In and Electric Parade | June 23<sup>rd</sup>

## Upcoming Events

- Sturgis Fest All Sports Day | June 24<sup>th</sup>
- Sturgis Fireworks | Kirsch Municipal Airport | Dusk | June 24<sup>th</sup>
- Gaming Unplugged | SYCA | 6:00pm-9:00pm | June 27<sup>th</sup>
- Cinema Circle – Raiders of the Lost Ark | SYCA | 7:00pm | June 29<sup>th</sup>
- The Magic Hour | SYCA | 7:00pm | July 7<sup>th</sup>
- MI Art Fest | Downtown | 5:30pm-9:00pm | July 14<sup>th</sup>
- Cinema Circle – The Shawshank Redemption | SYCA | 7:00pm | July 20<sup>th</sup>



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8A**



**WORK SESSION - STURGIS CITY COMMISSION**  
**WEDNESDAY, JUNE 7, 2023**  
**LARGE CONFERENCE ROOM – CITY HALL**

Mayor Mullins called the meeting to order at 4:00 p.m.

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

Commissioners absent: Kinsey, Perez

Also present: City Manager, City Controller, City Clerk

City Staff provided a “Budget 101” presentation in preparation for the upcoming fiscal year budget work sessions. Discussion followed.

The meeting was adjourned at 5:30 p.m.

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

**WORK SESSION - STURGIS CITY COMMISSION  
THURSDAY, JUNE 8, 2023  
LARGE CONFERENCE ROOM – CITY HALL**

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

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

Commissioners absent: Nieves

Also present: City Attorney, City Manager, City Controller

Moved by Comm. Hile and seconded by Comm. Smith to go into Closed Session to discuss the potential purchase of property and material exempt from discussion or disclosure by state or federal statute.

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

**Voting nay: None**

**Absent: Nieves**

**MOTION CARRIED**

Meeting recessed at 5:04 p.m.

Meeting reconvened at 6:59 p.m.

The meeting was adjourned at 6:59 p.m.

***Holly Keyser, City of Sturgis Controller***

**WORK SESSION - STURGIS CITY COMMISSION**  
**MONDAY, JUNE 12, 2023**  
**LARGE CONFERENCE ROOM – CITY HALL**

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

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

Commissioners absent: None

Also present: City Manager, City Controller, City Clerk

City Staff provided detailed information on the proposed 2023-2024 fiscal year budget.  
Discussion followed.

The meeting was adjourned at 10:30 p.m.

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

**REGULAR MEETING - STURGIS CITY COMMISSION**  
**WEDNESDAY, JUNE 14, 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, Kinsey, Nieves, Smith, Harrington, Hile, Perez, Vice-Mayor Miller, Mayor Mullins

Commissioners absent: None

Also present: City Attorney, City Manager, City Controller, SYCA Director, Electric Department Superintendent, Public Safety Director, Deputy Director – Police, Deputy Director – Fire, Deputy Public Services Director, Wastewater Superintendent, City Engineer, City Clerk

Police Officer Dillan Ware and Firefighter Joshua Clark were sworn in.

Kevyn Kozumplik, Gabridge and Company, presented the annual audit report for the financial period ending September 30, 2022. Discussion followed.

Sturgis Hospital Interim CEO Jeremy Gump provided information on the status of the hospital.

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

**Voting yea: Eight                  Voting nay: None                  Absent: Perez                  MOTION CARRIED**

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of June 14, 2023 as presented.

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

- APPROVE the minutes from the May 10, 2023 regular meeting as presented.

**B. Pay Bills**

- AUTHORIZE the payment of the City bills in the amount of \$1,562,640.40 as presented.

**C. Annual PA 95 Opt-Out**

- APPROVE the recommendation to opt-out of Public Act 95 of 2013 for the 2023-2024 heating season.

**D. Sturges-Young Bylaws Update**

- APPROVE a request to update the Sturges-Young Center for the Arts mission statement as written in the bylaws to the proposed updated statement.

**E. Sturges-Young MAAC Grant Application**

- APPROVE the submission of a grant application to the Michigan Arts and Culture Council,

Capital Improvement Grant Program, for projection upgrades as presented.

**F. Fireworks Approvals**

- AUTHORIZE Deputy Public Safety Director – Fire Division Andrew Strudwick or his designated representative to complete all necessary permit reviews and SIGN all necessary documents for a community fireworks display.
- APPROVE closure of West Lafayette and temporary no parking on North Centerville as presented.

**Voting yea: Eight**

**Voting nay: None**

**Absent: Perez**

**MOTION CARRIED**

Mayor Mullins opened the Public Hearing for consideration of the 2023 Operating and Streets millages.

City Clerk/Treasurer Kenneth Rhodes provided information on the regulations related to setting the tax rate. Because tax bills will be sent in July, the rate must be set in June.

Mayor Mullins explained that because of many fluid issues that will affect the budget, it would be prudent to hold the millage hearing at the next City Commission meeting. The City Commission concurred.

Mayor Mullins closed the Public Hearing.

Moved by Comm. Hile and seconded by Comm. Smith to set the 2023 millage rate Public Hearing for the June 28, 2023 regular meeting and direct City Staff to include 11.6818 mils for Operating Millage and 3.0000 mils for Streets/Sidewalk Improvement Millage as part of the Public Hearing notice.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

Wastewater Superintendent Brandon Schrader the staffing needs at the department. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Perez to approve the hiring of an additional Wastewater Operator as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

SYCA Director Sheila Bolda provided details on a proposed marketing plan and the hiring of a firm for implementation. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Perez to approve the Professional Services Agreement with FocalPoint from July 1, 2023 through September 30, 2024 with a five thousand dollar (\$5,000.00) monthly retainer fee as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

Electric Department Superintendent Chris McArthur presented information on the proposals for contracted electrical engineering and consulting services. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Perez to approve the five (5) year proposal from GRP Engineering for electric engineering and consulting services as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

City Engineer Barry Cox explained that MDOT is planning several road rehabilitation projects on state highways within Sturgis in the next five years. MDOT requested the City determine and complete any planned utility improvements in advance of their road work. The Commission considered three alternates related to a water line including: doing nothing; installing a new line out of the roadway; and lining the existing line. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Kinsey to approve Alternate #2 for the M-66 Utility Phase 1 project between W. South Street and Fawn River Road.

**Voting yea: Eight**

**Voting nay: Smith**

**MOTION CARRIED**

Community Development Director Will Prichard provided information on a previously approved ordinance amendment in which part of the language was inadvertently left out of a Commission packet. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Perez to confirm the second reading and approval of amendments to the City Code of Ordinances, Appendix A – Zoning section 1.1105 pertaining to accessory structures effective August 25, 2022.

**Voting yea: Eight**

**Voting nay: Bir**

**MOTION CARRIED**

Moved by Comm. Hile and seconded by Comm. Smith to go into Closed Session to discuss the potential purchase of property and material exempt from discussion or disclosure by state or federal statute.

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

**Voting nay: None**

**MOTION CARRIED**

Meeting recessed at 7:43 p.m.

Meeting reconvened at 8:55 p.m.

The meeting was adjourned at 8:55 p.m.

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



**WORK SESSION - STURGIS CITY COMMISSION  
WEDNESDAY, JUNE 21, 2023  
LARGE CONFERENCE ROOM – CITY HALL**

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

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

Commissioners absent: Kinsey

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

City Staff provided detailed information on the proposed 2023-2024 fiscal year budget. There were details on upcoming vehicle purchases. There was a presentation on the potential electric utility rates and the possibility of expanding generation. The Commission supported the drafting of a rate track that would include increased generation capacity.

Moved by Comm. Hile and seconded by Comm. Smith to go into Closed Session to discuss the potential purchase of property and material exempt from discussion or disclosure by state or federal statute.

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

**Voting nay: None**

**Absent: Kinsey**

**MOTION CARRIED**

Meeting recessed at 7:30 p.m.

Meeting reconvened at 8:40 p.m.

Discussion continued on the proposed budget, options for increasing revenue and reducing expenses, fund balance, and tax rates.

The meeting was adjourned at 10:30 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				
06-09-2023	PR0611M	00061	CITY OF STURGIS PAYROLL	342,037.38
06-08-2023	T15848M	05892	PAYCOR	1,300.13
06-09-2023	T15849M	04088	BLUE CROSS BLUE SHIELD OF MI	24,685.57
06-26-2023	T15850M	04389	FRONTIER COMMUNICATIONS A	254.25
05-31-2023	T15851M	03245	IMPERIAL BEVERAGE	48.00
06-26-2023	T15852M	03770	MICHIGAN GAS UTILITIES	29.00
06-27-2023	T15853M	03770	MICHIGAN GAS UTILITIES	43.66
06-27-2023	T15854M	03770	MICHIGAN GAS UTILITIES	95.29
06-28-2023	T15855M	03770	MICHIGAN GAS UTILITIES	42.06
06-26-2023	T15856M	03770	MICHIGAN GAS UTILITIES	131.61
06-02-2023	T15857M	04088	BLUE CROSS BLUE SHIELD OF MI	17,050.46
06-09-2023	T15858M	00062	CITY OF STURGIS-EMPLOYEE INS	71,323.22
06-09-2023	T15859M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,994.97
06-09-2023	T15860M	06190	HEALTH EQUITY/HSA PR TRANSFER	700.00
06-09-2023	T15861M	00065	DOYLE MEMBERSHIP TRANSFER	2,872.24
06-09-2023	T15862M	00063	CITY OF STURGIS TAX TRANSFER	18,973.24
06-09-2023	T15863M	05123	COMERICA BANK-INST TRUST SERV	34,145.94
06-09-2023	T15864M	03229	CITY OF STURGIS-WORKERS COMP	2,792.55
06-09-2023	T15865M	00064	INTL CITY MGMT ASSOC RETR CORP	8,593.72
06-28-2023	T15866M	06121	GB SOLAR TE 2020 HOLDINGS LLC	172,956.34
06-11-2023	T15867M	00181	GORDON FOOD SERVICE	1,051.18
06-25-2023	T15868M	04197	MI PUBLIC POWER AGENCY	29,771.27
06-15-2023	T15869M	05875	ALERUS FINANCIAL/MERS-STIPEND	2,400.00
06-15-2023	T15870M	06138	MUTUAL OF OMAHA INSURANCE CO	5,580.77
06-13-2023	T15871M	05903	WEST SIDE BEER DISTRIBUTING	216.25
06-01-2023	T15872M	06290	MEDPRO WASTE DISPOSAL LLC	26.25
06-01-2023	T15873M	06030	VERIZON CONNECT NWF INC	113.33
Automatic Checks				
06-28-2023	246339	00110	A & K PRINTING & POOLS	415.00
06-28-2023	246340	06156	AGILE TICKETING SOLUTIONS LLC	783.06
06-28-2023	246341	00332	ALEXANDER CHEMICAL CORP	3,485.54
06-28-2023	246342	00002	ALL-PHASE ELECTRIC SUPPLY	725.62
06-28-2023	246343	05103	BRIDGETTE ALLEY	150.00
06-28-2023	246344	05986	ALPHA BUILDING CENTER-NOTTAWA	1,410.60
06-28-2023	246345	06119	AMAZON.COM SALES INC	4,121.83
06-28-2023	246346	02292	ASPLUNDH TREE EXPERT CO	5,326.00
06-28-2023	246347	05462	AUTOZONE STORES LLC	37.29
06-28-2023	246348	00130	BANDHOLTZ PAINT MFG CO	28.35
06-28-2023	246349	06117	BENITA ANN LEWIS	15.00
06-28-2023	246350	00511	BOALS SEWER & DRAIN CLEANING	275.00
06-28-2023	246351	00132	BOFA INC	159.90
06-28-2023	246352	00005	BOGEN CONCRETE INC	7,618.18
06-28-2023	246353	00296	BRIANNA L GRADWELL	45.01
06-28-2023	246354	06416	BX2 EXCAVATING LLC	3,500.00
06-28-2023	246355	06415	CALHOUN COUNTY SHERIFFS OFFICE	200.00
06-28-2023	246356	00315	CENTURYLINK	0.43
06-28-2023	246357	00296	CHRIS A HARKER	63.37
06-28-2023	246358	06414	CHRISTINA NORTH	5,934.00
06-28-2023	246359	06065	COOPER'S TRENCHING INC	1,800.00
06-28-2023	246360	06325	COTTIN'S HARDWARE	327.16
06-28-2023	246361	06308	CRAIG'S LAWN CARE LLC	2,027.00

Date	Check#	Vendor	Vendor Name	Amount
06-28-2023	246362	05348	CT ELECTRICAL SERVICES INC	1,852.03
06-28-2023	246363	06158	CULLIGAN WATER OF STURGIS	219.00
06-28-2023	246364	05694	CUMMINS INC	1,347.23
06-28-2023	246365	05898	COLE D'HAESE	56.00
06-28-2023	246366	05909	TONY D'HAESE	280.00
06-28-2023	246367	03842	DESIGNS BY VOGT'S LLC	450.00
06-28-2023	246368	03109	DOWNTOWN DEVELOPMENT AUTHORITY	1,175.00
06-28-2023	246369	04638	DRISENGA & ASSOCIATES INC	11,008.75
06-28-2023	246370	00364	CAROL DUSTIN	320.00
06-28-2023	246371	01403	GEORGE EARL	2,500.00
06-28-2023	246372	06361	ECOLAYERS INC	775.00
06-28-2023	246373	06014	EGANIX INC	840.00
06-28-2023	246374	00166	ELHORN ENGINEERING CO	1,345.00
06-28-2023	246375	03339	ROBERT ELLIFRITZ	120.00
06-28-2023	246376	06244	EMERGENCY VEHICLES PLUS	540.75
06-28-2023	246377	05929	FACTUAL DATA	50.00
06-28-2023	246378	00169	FASTENAL COMPANY	90.37
06-28-2023	246379	00091	FEDERAL EXPRESS	4.36
06-28-2023	246380	05490	FERGUSON WATERWORKS #3386	3,434.60
06-28-2023	246381	05544	FIRST ADVANTAGE OCCUPATIONAL	51.18
06-28-2023	246382	00013	FISHBECK	9,777.69
06-28-2023	246383	00776	FLEIS & VANDENBRINK	88,732.57
06-28-2023	246384	05584	FREDERICK CONSTRUCTION INC	354,854.85
06-28-2023	246385	04389	FRONTIER COMMUNICATIONS A	99.07
06-28-2023	246386	00291	GATEHOUSE MEDIA MICHIGAN	292.60
06-28-2023	246387	02082	GECKO SECURITY LLC	105.00
06-28-2023	246388	06367	GMES LLC DBA FARWEST	307.13
06-28-2023	246389	02483	GRACE CONSULTING INC	950.00
06-28-2023	246390	05634	GRACIELA & MAURICIO ARIAR	50.00
06-28-2023	246391	00183	W W GRAINGER INC	401.87
06-28-2023	246392	06408	GRAND IMPRESSIONS PROP MAINT	105.00
06-28-2023	246393	04588	HI-TECH ELECTRIC COMPANY	620.13
06-28-2023	246394	02440	HOFFMAN BROTHERS INC.	190,801.89
06-28-2023	246395	03515	HYDROCORP	4,625.50
06-28-2023	246396	05522	INTERSTATE BATTERIES-GREAT LKS	626.18
06-28-2023	246397	06199	JANSEN PLUMBING, HEATING &	1,109.00
06-28-2023	246398	06314	JODIE M JOHNSON	40.00
06-28-2023	246399	06217	JOHN J FLOWERS	40.00
06-28-2023	246400	00020	KENDRICK STATIONERS INC	227.40
06-28-2023	246401	01615	KENNEDY INDUSTRIES INC.	3,897.50
06-28-2023	246402	00296	KIMBERLY HAMMINGA	40.25
06-28-2023	246403	01656	KOORSEN FIRE & SECURITY INC	3,265.25
06-28-2023	246404	01101	JANENE KOSMAN	180.00
06-28-2023	246405	04666	PAUL KRICK	240.00
06-28-2023	246406	00581	KRONTZ GENERAL MACHINE & TOOL	10.00
06-28-2023	246407	05977	LAKELAND INTERNET LLC	106.94
06-28-2023	246408	00394	LAWSON-FISHER ASSOCIATES PC	56,104.87
06-28-2023	246409	06417	LEROY D MILLER	112.00
06-28-2023	246410	03256	LIMA ELEVATOR COMPANY INC	605.96
06-28-2023	246411	01346	TOM LONG	56.00
06-28-2023	246412	06087	MALLORY SAFETY AND SUPPLY, LLC	388.69
06-28-2023	246413	06155	MERCER SEPTIC AND EXCAVATING	3,655.00
06-28-2023	246414	03774	STATE OF MICHIGAN	198.00

Date	Check#	Vendor	Vendor Name	Amount
06-28-2023	246415	03774	STATE OF MICHIGAN	43.25
06-28-2023	246416	03774	STATE OF MICHIGAN	120.00
06-28-2023	246417	00024	STATE OF MICHIGAN - MDOT	33,597.02
06-28-2023	246418	05121	MICKEY'S LINEN	257.93
06-28-2023	246419	00241	JEFF MILLER	15,085.00
06-28-2023	246420	06419	MUSH MUSIC LLC	6,250.00
06-28-2023	246421	05102	McLEAN ENGINEERING CO	1,188.13
06-28-2023	246422	06267	NEW CREATIONS LANDSCAPE LLC	3,182.41
06-28-2023	246423	01080	NYE UNIFORM CO	574.88
06-28-2023	246424	04287	ANDREW M PHILLIPS	2,500.00
06-28-2023	246425	05042	PLANT GROWTH MANAGEMENT SYSTEM	20,753.73
06-28-2023	246426	00033	POSTNET POSTAL & BUSINESS	27.39
06-28-2023	246427	00485	POWER LINE SUPPLY	9,534.10
06-28-2023	246428	00031	POWER SYSTEM ENGINEERING INC.	2,572.50
06-28-2023	246429	06413	RACHEL ANDERSON	305.00
06-28-2023	246430	00035	RESCO	6,096.74
06-28-2023	246431	06038	REVOLUTION HEALTH, P.C.	220.00
06-28-2023	246432	03542	RICKETT'S LAWN CARE	4,955.00
06-28-2023	246433	04269	RIETH-RILEY CONSTRUCTION CO	533,345.77
06-28-2023	246434	06187	RYAN C WILES	1,600.00
06-28-2023	246435	06257	SCOTT KLABUNDE	2,125.00
06-28-2023	246436	05634	SETH VANPAULT	50.00
06-28-2023	246437	06280	SHOULDICE INDUSTRIAL	99,087.12
06-28-2023	246438	05395	SITEONE LANDSCAPE SUPPLY LLC	386.51
06-28-2023	246439	02179	SPRINT	575.85
06-28-2023	246440	04310	SSEO GROUP INC	1,065.00
06-28-2023	246441	00488	STATE SYSTEMS RADIO INC	195.00
06-28-2023	246442	04903	STONECO OF MICHIGAN	243.45
06-28-2023	246443	05582	STRAIGHT LINE MOWING	100.00
06-28-2023	246444	01458	STURGIS AREA CHAMBER	10,071.87
06-28-2023	246445	00507	STURGIS OVERHEAD DOOR & LADDER	441.00
06-28-2023	246446	00046	TELE-RAD INC	310.00
06-28-2023	246447	06125	THE COPY IMAGE INC	265.00
06-28-2023	246448	06360	THOMPSON CONSTRUCTION CO LLC	49,506.77
06-28-2023	246449	06410	TONY'S LAWN CARE AND	60.00
06-28-2023	246450	05777	TRACE ANALYTICAL LABORATORIES	64.00
06-28-2023	246451	01238	UNITED PARCEL SERVICE	5.69
06-28-2023	246452	06150	UNITED WHOLESALE GROCERY	550.69
06-28-2023	246453	03331	UTILITIES INSTRUMENTATION SERV	3,842.50
06-28-2023	246454	04503	VANCE OUTDOORS INC	2,115.71
06-28-2023	246455	05745	ERICA VARGAS SARCO	120.00
06-28-2023	246456	04453	VERIZON WIRELESS	2,642.11
06-28-2023	246457	05659	WARNER OIL COMPANY	80.86
06-28-2023	246458	03511	WASTE MANAGEMENT	31,032.91
06-28-2023	246459	03872	JORY WEBB	120.00
06-28-2023	246460	06339	WILLIAMS TREE CO LLC	12,452.00
06-28-2023	246461	06107	YEOMAN, TALIA	330.00
06-28-2023	D02000	02983	CINTAS LOCATION #351	1,620.05
06-28-2023	D02001	00157	JACK DOHENY COMPANIES INC	1,328.59
06-28-2023	D02002	03929	EMERGENCY MEDICAL PRODUCTS INC	246.54
06-28-2023	D02003	00019	KENDALL ELECTRIC INC	176.96
06-28-2023	D02004	00216	LAWSON PRODUCTS INC	117.48
06-28-2023	D02005	03944	LINDE GAS & EQUIPMENT INC	191.62
06-28-2023	D02006	06250	MARANA GROUP	3,543.73
06-28-2023	D02007	06026	MID-CITY SUPPLY CO INC	243.18
06-28-2023	D02008	06069	NAPA AUTO PARTS	273.09

Manual Total	\$740,228.68
Automatic Total	\$1,655,323.08
Grand Total	\$2,395,551.76

**PAYROLL DISBURSEMENT**  
**FOR PAYROLL ENDING 06/04/2023**  
**PR0611M PAYROLL DATE 06/09/2023**

GENERAL	\$163,208.50
MAJOR STREET	7,994.29
LOCAL STREET	5,973.02
CEMETERY	7,930.40
DDA	969.92
AIRPORT	944.03
BUILDING	3,410.73
HOUSING DEPARTMENT	65.75
STURGES-YOUNG CENTER FOR THE ARTS	6,227.42
RECREATION	4,878.68
DOYLE RECREATION CENTER	8,533.54
AMBULANCE	13,800.51
ELECTRIC	88,090.07
SEWER	16,323.43
WATER	12,894.25
MOTOR VEHICLE	792.84
<b>Payroll Sub-Total</b>	<b>\$342,037.38</b>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10A**





# REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into between the CITY OF STURGIS ("Seller"), and STURGIS NEIGHBORHOOD PROGRAM ("Purchaser").

**Recitals:** Seller wishes to sell the residential real estate, including all buildings and improvements to the real estate known as "303 S. Nottawa St., Sturgis, Michigan," Tax Parcel ID Number 75-052-045-001-00 (the "Premises") and Purchaser desires to purchase the Premises.

Therefore, the parties agree as follows:

1. General. Seller shall sell the Premises to Purchaser and Purchaser shall purchase the Premises from Seller. (Hereafter, the purchase and sale of the Premises is referred to as the "Transaction.")
2. Purchase Price. Purchaser shall pay Seller the total purchase price of **\$19,409.66**.
3. Time and Place of Closing. The closing of the Transaction shall be held on or before **July 31, 2023** at a place and time mutually agreed to by the parties. The date of the closing may be changed by written agreement of the parties.
4. Closing Procedure. After Purchaser pays the entire purchase price by wire money transfer, bank money order or other payment method acceptable to Seller, Seller 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 easements, restrictions, and other matters of record. The legal description for the Warranty Deed shall reflect whatever legal description is set forth on the title insurance commitment, unless either party in good faith objects to same.
5. Title Insurance. Seller shall provide Purchaser with a commitment for a policy of owner's title insurance with standard exceptions, issued by a title insurance company authorized to do business in Michigan, insuring the title of the Real Estate to Purchaser in the full amount of the purchase price, effective the date of closing. At or prior to the closing, Seller shall comply with any requirements imposed by the title insurance company as conditions precedent to the issuance of the final owner's title insurance policy, certified to the date of closing, and Seller shall also deliver, either to Purchaser or to the title insurance company, payment in full for the owner's title insurance premium. It shall be the responsibility of Purchaser to notify the title insurance company to issue the final owner's title policy. It shall be Purchaser's duty to arrange and pay for needed or desired mortgage title insurance. If Purchaser objects to any item of title set forth on the commitment, it shall give written notice to Seller of same. Seller shall have 30 days to satisfy the objections. If Seller fails to do so, Purchaser may rescind this Agreement. If Purchaser proceeds to closing regardless, then Purchaser agrees to accept title subject to all such items in the commitment, including the unsatisfied objections.
6. Possession. Possession of the Premises shall be delivered to Purchaser at closing,

unless otherwise specifically agreed in writing by the parties.

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

Michigan State and County Transfer Taxes, if any	Seller
Owner's Title Insurance Premium with Standard Exceptions	Seller
Additional Premium for Endorsements for Owner's Title Insurance, if any	Purchaser
Cost of Recording Discharge of Existing Mortgage	N/A
Closing Fee Charged by Title Company Closing Agent	Seller and Purchaser equally
Seller's Attorney Fees, if any	Seller
Purchaser's Attorney Fees, if any	Purchaser
Brokerage Commissions Incurred by Seller, if any	Seller
Brokerage Commissions Incurred by Purchaser, if any	Purchaser
Recording Fee for Warranty Deed	Purchaser
All Costs Associated with or Incidental to Purchaser's Financing (points, document preparation fees, mortgage recording fees, etc.), if any	Purchaser
Survey, if any	Purchaser
Well and Septic Inspection	N/A
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. Seller further agrees to pay all past due real estate taxes and all installments of special assessments currently owed, if any, and Purchaser shall pay all future installments of special assessments, if any.

8. Right of Inspection. Purchaser acknowledges that it has inspected the Premises and that the Premises are satisfactory to Purchaser as they now exist.

9. Condition of Premises. Except as otherwise warranted or represented by Seller in this Agreement, Purchaser acknowledges that it is purchasing the Premises "as is", and that Seller is not making, nor is Purchaser relying upon, any warranty or representation whatsoever concerning the condition or habitability of the Premises or the condition or operability of any component part of any such building or structure (including the roof and the electrical, plumbing, heating, ventilating and air conditioning systems), nor does Seller warrant the

**condition, operability or availability for use of any well or septic system installed on the Premises or the compliance of either with applicable health or environmental laws or regulations. Purchaser acknowledges that the willingness of Purchaser to accept the property in an "as is" condition has been reflected in the sale price.**

10. Delivery of Premises. Seller 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 Seller. Unless specifically provided otherwise in this Agreement, all buildings, structures and improvements which are permanently attached to the Premises shall be considered to be part of the Premises, and title and all other rights to said buildings, structures and improvements shall pass to Purchaser upon closing.

11. Fixtures. All fixtures installed on or about the Premises shall become the property of Purchaser.

12. Failure to Tender Marketable Title. If Seller cannot deliver a marketable title upon notice of any defect in the title by Purchaser, Seller shall be given a reasonable time to cure said defect. If said defect is not cured, then, at the option of Purchaser, Purchaser may rescind this Agreement. The term "marketable title" shall mean title that vests fee simple title in Purchaser, subject to no easements or other encumbrances that interfere with Purchaser's contemplated use of the Premises or that a reasonable buyer would object to.

13. Entire Agreement. 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.

14. Counterparts. 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.

15. Conflict of Interest: The parties acknowledge as follows: (A) Bird, Scheske, Reed & Beemer, P.C. ("**Counsel**") has represented both parties in the past; (B) Counsel has prepared this Agreement as part of joint representation of both parties; (C) Counsel advised them that a conflict of interest exists between their individual interests, (D) Counsel advised them to seek separate counsel, (E) each party has had a chance to consult with separate counsel, (F) each party waives any conflict of interest claims it may have against Counsel as a result of preparation of this Agreement and the circumstances surrounding this Lease, and (G) each party consents to the common representation. SELLER will be responsible for Counsel's fees.

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

CITY OF STURGIS

Dated: June \_\_, 2023

By: \_\_\_\_\_

Andrew Kuk  
City Manager

STURGIS NEIGHBORHOOD PROGRAM

Dated: June \_\_, 2023

By: \_\_\_\_\_

Monica Smith  
Executive Director

# REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into between the CITY OF STURGIS ("Seller"), and STURGIS NEIGHBORHOOD PROGRAM ("Purchaser").

**Recitals:** Seller wishes to sell the residential real estate, including all buildings and improvements to the real estate known as "805 N. Nottawa St., Sturgis, Michigan," Tax Parcel ID Number 75-052-600-007-00 (the "Premises") and Purchaser desires to purchase the Premises.

Therefore, the parties agree as follows:

1. General. Seller shall sell the Premises to Purchaser and Purchaser shall purchase the Premises from Seller. (Hereafter, the purchase and sale of the Premises is referred to as the "Transaction.")
2. Purchase Price. Purchaser shall pay Seller the total purchase price of **\$14,964.84**.
3. Time and Place of Closing. The closing of the Transaction shall be held on or before **July 31, 2023** at a place and time mutually agreed to by the parties. The date of the closing may be changed by written agreement of the parties.
4. Closing Procedure. After Purchaser pays the entire purchase price by wire money transfer, bank money order or other payment method acceptable to Seller, Seller 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 easements, restrictions, and other matters of record. The legal description for the Warranty Deed shall reflect whatever legal description is set forth on the title insurance commitment, unless either party in good faith objects to same.
5. Title Insurance. Seller shall provide Purchaser with a commitment for a policy of owner's title insurance with standard exceptions, issued by a title insurance company authorized to do business in Michigan, insuring the title of the Real Estate to Purchaser in the full amount of the purchase price, effective the date of closing. At or prior to the closing, Seller shall comply with any requirements imposed by the title insurance company as conditions precedent to the issuance of the final owner's title insurance policy, certified to the date of closing, and Seller shall also deliver, either to Purchaser or to the title insurance company, payment in full for the owner's title insurance premium. It shall be the responsibility of Purchaser to notify the title insurance company to issue the final owner's title policy. It shall be Purchaser's duty to arrange and pay for needed or desired mortgage title insurance. If Purchaser objects to any item of title set forth on the commitment, it shall give written notice to Seller of same. Seller shall have 30 days to satisfy the objections. If Seller fails to do so, Purchaser may rescind this Agreement. If Purchaser proceeds to closing regardless, then Purchaser agrees to accept title subject to all such items in the commitment, including the unsatisfied objections.
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Owner's Title Insurance Premium with Standard Exceptions	Seller
Additional Premium for Endorsements for Owner's Title Insurance, if any	Purchaser
Cost of Recording Discharge of Existing Mortgage	N/A
Closing Fee Charged by Title Company Closing Agent	Seller and Purchaser equally
Seller's Attorney Fees, if any	Seller
Purchaser's Attorney Fees, if any	Purchaser
Brokerage Commissions Incurred by Seller, if any	Seller
Brokerage Commissions Incurred by Purchaser, if any	Purchaser
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All Costs Associated with or Incidental to Purchaser's Financing (points, document preparation fees, mortgage recording fees, etc.), if any	Purchaser
Survey, if any	Purchaser
Well and Septic Inspection	N/A
Other Inspections	Purchaser
Real Estate Taxes and Special Assessments	Prorated: see below

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**condition, operability or availability for use of any well or septic system installed on the Premises or the compliance of either with applicable health or environmental laws or regulations. Purchaser acknowledges that the willingness of Purchaser to accept the property in an "as is" condition has been reflected in the sale price.**

10. Delivery of Premises. Seller 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 Seller. Unless specifically provided otherwise in this Agreement, all buildings, structures and improvements which are permanently attached to the Premises shall be considered to be part of the Premises, and title and all other rights to said buildings, structures and improvements shall pass to Purchaser upon closing.

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

CITY OF STURGIS

Dated: June \_\_, 2023

By: \_\_\_\_\_

Andrew Kuk  
Interim City Manager

STURGIS NEIGHBORHOOD PROGRAM

Dated: June \_\_, 2023

By: \_\_\_\_\_

Monica Smith  
Executive Director

# REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into between the CITY OF STURGIS ("Seller"), and STURGIS NEIGHBORHOOD PROGRAM ("Purchaser").

**Recitals:** Seller wishes to sell the residential real estate, including all buildings and improvements to the real estate known as "1106 N. Galyn St., Sturgis, Michigan," Tax Parcel ID Number 75-052-777-314-00 (the "Premises") and Purchaser desires to purchase the Premises.

Therefore, the parties agree as follows:

1. General. Seller shall sell the Premises to Purchaser and Purchaser shall purchase the Premises from Seller. (Hereafter, the purchase and sale of the Premises is referred to as the "Transaction.")
2. Purchase Price. Purchaser shall pay Seller the total purchase price of **\$5,000.00**.
3. Time and Place of Closing. The closing of the Transaction shall be held on or before **July 31, 2023** at a place and time mutually agreed to by the parties. The date of the closing may be changed by written agreement of the parties.
4. Closing Procedure. After Purchaser pays the entire purchase price by wire money transfer, bank money order or other payment method acceptable to Seller, Seller 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 easements, restrictions, and other matters of record. The legal description for the Warranty Deed shall reflect whatever legal description is set forth on the title insurance commitment, unless either party in good faith objects to same.
5. Title Insurance. Seller shall provide Purchaser with a commitment for a policy of owner's title insurance with standard exceptions, issued by a title insurance company authorized to do business in Michigan, insuring the title of the Real Estate to Purchaser in the full amount of the purchase price, effective the date of closing. At or prior to the closing, Seller shall comply with any requirements imposed by the title insurance company as conditions precedent to the issuance of the final owner's title insurance policy, certified to the date of closing, and Seller shall also deliver, either to Purchaser or to the title insurance company, payment in full for the owner's title insurance premium. It shall be the responsibility of Purchaser to notify the title insurance company to issue the final owner's title policy. It shall be Purchaser's duty to arrange and pay for needed or desired mortgage title insurance. If Purchaser objects to any item of title set forth on the commitment, it shall give written notice to Seller of same. Seller shall have 30 days to satisfy the objections. If Seller fails to do so, Purchaser may rescind this Agreement. If Purchaser proceeds to closing regardless, then Purchaser agrees to accept title subject to all such items in the commitment, including the unsatisfied objections.
6. Possession. Possession of the Premises shall be delivered to Purchaser at closing, unless otherwise specifically agreed in writing by the parties.

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

Michigan State and County Transfer Taxes, if any	Seller
Owner's Title Insurance Premium with Standard Exceptions	Seller
Additional Premium for Endorsements for Owner's Title Insurance, if any	Purchaser
Cost of Recording Discharge of Existing Mortgage	N/A
Closing Fee Charged by Title Company Closing Agent	Seller and Purchaser equally
Seller's Attorney Fees, if any	Seller
Purchaser's Attorney Fees, if any	Purchaser
Brokerage Commissions Incurred by Seller, if any	Seller
Brokerage Commissions Incurred by Purchaser, if any	Purchaser
Recording Fee for Warranty Deed	Purchaser
All Costs Associated with or Incidental to Purchaser's Financing (points, document preparation fees, mortgage recording fees, etc.), if any	Purchaser
Survey, if any	Purchaser
Well and Septic Inspection	N/A
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. Seller further agrees to pay all past due real estate taxes and all installments of special assessments currently owed, if any, and Purchaser shall pay all future installments of special assessments, if any.

Notwithstanding the foregoing, Seller shall pay up to \$1,500.00 worth of closing costs that would otherwise be Purchaser's responsibility under the foregoing.

8. Right of Inspection. Purchaser acknowledges that it has inspected the Premises and that the Premises are satisfactory to Purchaser as they now exist.

9. Condition of Premises. Except as otherwise warranted or represented by Seller in this Agreement, Purchaser acknowledges that it is purchasing the Premises "as is", and that Seller is not making, nor is Purchaser relying upon, any warranty or representation whatsoever concerning the condition or habitability of the Premises or the condition or operability of any component part of any such building or structure (including the roof and the electrical, plumbing, heating, ventilating and air conditioning systems), nor does Seller warrant the

**condition, operability or availability for use of any well or septic system installed on the Premises or the compliance of either with applicable health or environmental laws or regulations. Purchaser acknowledges that the willingness of Purchaser to accept the property in an "as is" condition has been reflected in the sale price.**

10. Delivery of Premises. Seller 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 Seller. Unless specifically provided otherwise in this Agreement, all buildings, structures and improvements which are permanently attached to the Premises shall be considered to be part of the Premises, and title and all other rights to said buildings, structures and improvements shall pass to Purchaser upon closing.

11. Fixtures. All fixtures installed on or about the Premises shall become the property of Purchaser.

12. Failure to Tender Marketable Title. If Seller cannot deliver a marketable title upon notice of any defect in the title by Purchaser, Seller shall be given a reasonable time to cure said defect. If said defect is not cured, then, at the option of Purchaser, Purchaser may rescind this Agreement. The term "marketable title" shall mean title that vests fee simple title in Purchaser, subject to no easements or other encumbrances that interfere with Purchaser's contemplated use of the Premises or that a reasonable buyer would object to.

13. Entire Agreement. 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.

14. Counterparts. 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.

15. Conflict of Interest: The parties acknowledge as follows: (A) Bird, Scheske, Reed & Beemer, P.C. ("**Counsel**") has represented both parties in the past; (B) Counsel has prepared this Agreement as part of joint representation of both parties; (C) Counsel advised them that a conflict of interest exists between their individual interests, (D) Counsel advised them to seek separate counsel, (E) each party has had a chance to consult with separate counsel, (F) each party waives any conflict of interest claims it may have against Counsel as a result of preparation of this Agreement and the circumstances surrounding this Lease, and (G) each party consents to the common representation. SELLER will be responsible for Counsel's fees.

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

CITY OF STURGIS

Dated: June \_\_, 2023

By: \_\_\_\_\_  
Andrew Kuk  
Interim City Manager

STURGIS NEIGHBORHOOD PROGRAM

Dated: June \_\_, 2023

By: \_\_\_\_\_  
Monica Smith  
Executive Director





**City of Sturgis  
City Commission  
Regular Meeting**

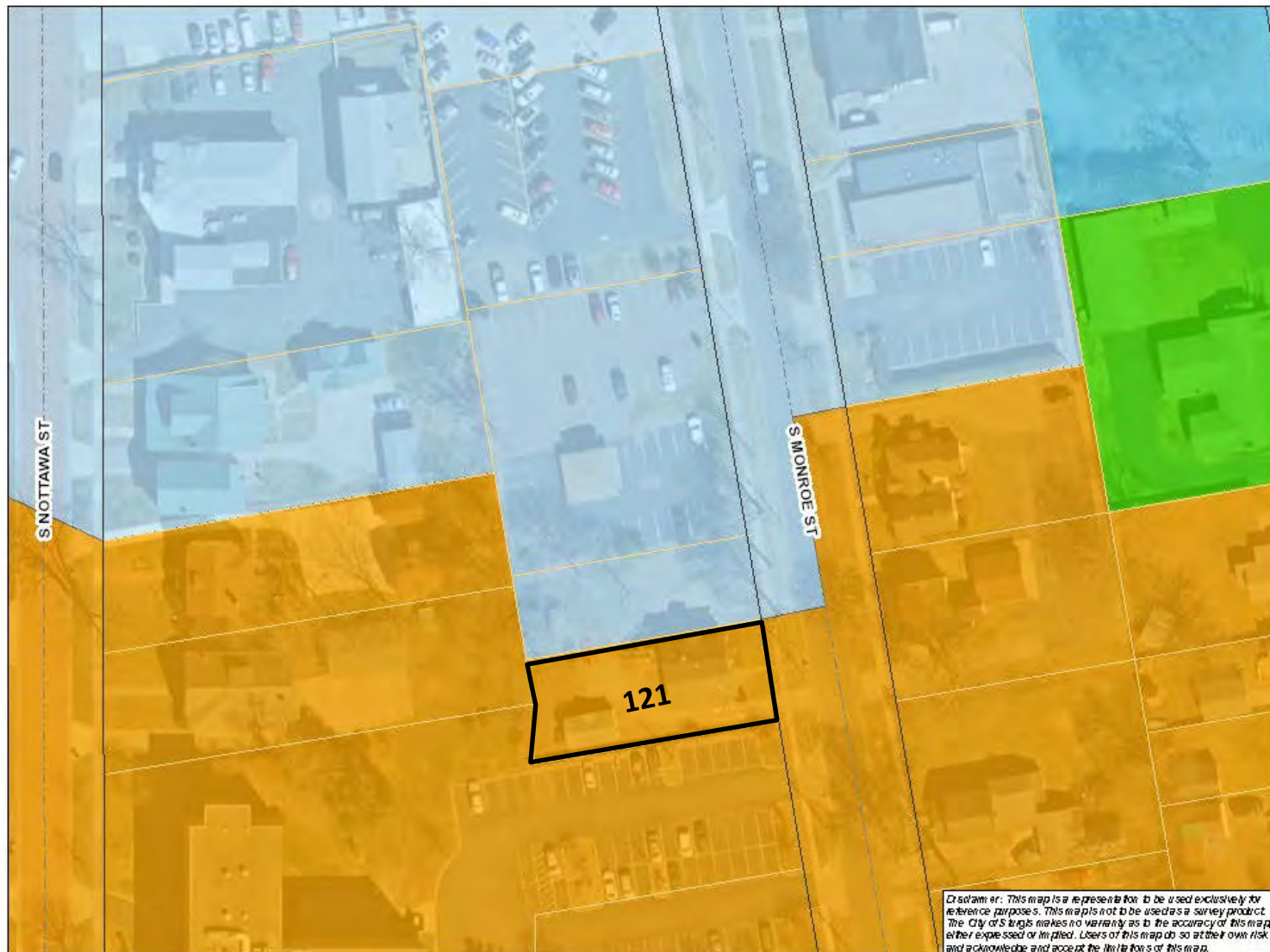
**Agenda Item 10B**



## Current Zoning Map

**121 S. Monroe St.**

-  BN—Business Neighborhood
-  PDD1—Planned Development District
-  BC—Central Business District
-  R-4—Residential

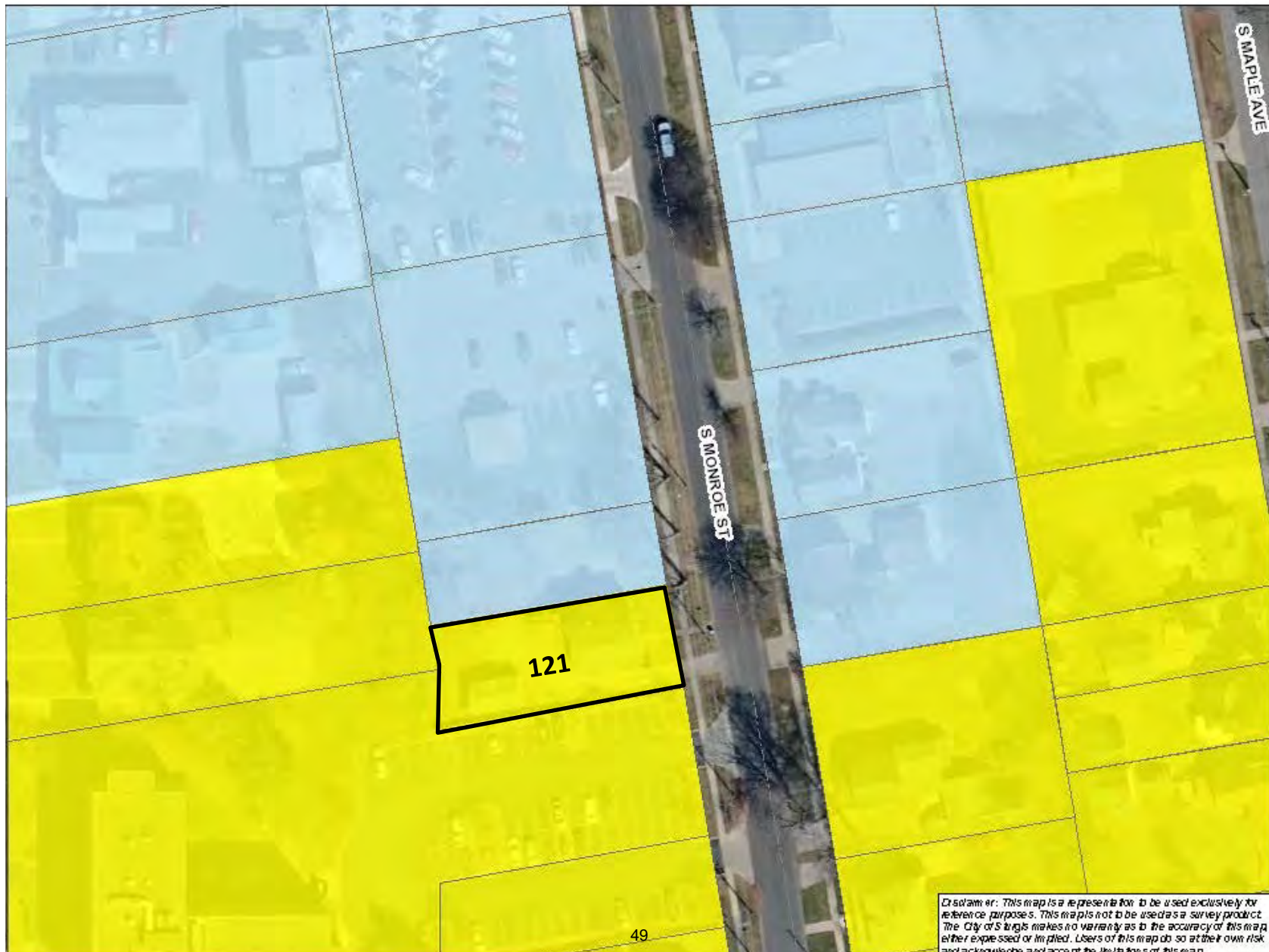




## Future Land Use Map

121 S. Monroe St.

- BC—Central Business District
- Single Family and Two-Family Residential



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10C**



**FEDERAL ENERGY REGULATORY COMMISSION**  
**Office of Energy Projects**  
**Division of Dam Safety and Inspections - Chicago Regional Office**  
**230 South Dearborn Street, Suite 3130**  
**Chicago, Illinois 60604**  
**(312) 596-4430 Office - (312) 596-4460 Facsimile**

In reply refer to: P-2964

August 3, 2022

VIA Electronic Mail  
Mr. Chris McArthur  
Electric Superintendent  
City of Sturgis  
[CMcarthur@sturgismi.gov](mailto:CMcarthur@sturgismi.gov)

Subject: Sturgis Hydroelectric Project, P-2964 – 2022 FERC DSI Follow-Up Letter

Dear Mr. McArthur:

The FERC's 2022 annual Dam Safety Inspection (DSI) of the Sturgis Hydroelectric Project, FERC No. 2964, was conducted on July 27, 2022. Mr. Scott Ureel conducted the inspection and was accompanied by Consulting Engineer Chris Jeter (Lawson Fisher), Amanda Budreau (Lawson Fisher), Dave Johannas (Sturgis), Keith Skaggs (Sturgis) and Chris McArthur (Sturgis).

All the Project structures were inspected and were found to be in overall satisfactory condition. No major dam safety deficiencies were observed that would require immediate remedial action. All safety signage were in place and the Emergency Action Plan (EAP) was available to site personnel. Additional recommendations and action items resulting from the FERC's 2022 DSI field inspection require attention and are provided with an Enclosure to this letter.

The Enclosure comments should be addressed and submitted to the Chicago Regional Office by **October 1, 2022**. File the submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and Chicago Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

Please contact me at 312.596.4430 or Mr. Scott Ureel at 312.596.4434 with any questions regarding this correspondence.

Sincerely,

John A. Zygaj, P.E.  
Regional Engineer

Enclosure 1: The FERC's Comments and Recommendations From the 2022 DSI of the Sturgis Hydroelectric Project, P-2964

Several dam/public safety deficiencies were observed during the 2022 DSI field inspection that require attention/follow-up action as follows:

1. As discussed during the inspection and in FERC's letter dated June 7, 2022, a Final Design for the Left Embankment Rehabilitation is to be provided to FERC by **September 5, 2022**. The toe of the south embankment downstream has seepage and some saturation. Mitigation efforts are currently in progress; however, this area needs to be continuously monitored for change/progressive erosion or seepage.
2. As mentioned in the 8<sup>th</sup> Part 12D consulting report and observed during FERC's inspection, the steel grating and framing of the walkway on the concrete spillway need to be painted by **August 31, 2023**.
3. The concrete deterioration at the tailrace of Powerhouse A needs to be addressed. A plan and schedule should be submitted by **August 31, 2024**.
4. The northside of the left steel divider wall foundation along the tailrace of Powerhouse A should be inspected during the next scheduled dive inspection due by **December 31, 2024**.
5. FERC should be notified once the PCL for the units is fixed and online. Also, FERC should be notified once the structures are demolished along Schweitzer Rd. downstream of the dam.

Bid Tab - Hydro Exterior Restoration					
Name	Address	Base Bid	Alt. 1	Total	Notes
Ram Construction Services of Michigan, Inc.	4175 Danvers Ct SE Kentwood, MI 49512	\$ 99,800.00	\$ 31,100.00	\$ 130,900.00	Voluntary Alt. base bid supply and install new sills in lieu of patching. Deduct \$380.00
Trisco Systems, Inc	2000 Baty Rd Lima, OH 45807	\$ 157,537.00	\$ 32,357.00	\$ 189,894.00	
Smith's Waterproofing	3821 Van Dyke Almont, MI 48003			\$ 199,870.00	Electronic Bid submittal through MITN was not broken down to base bid and alternate 1 amounts

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10D**





## **Task Order**

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 27, 2014 ("Agreement"), Owner and Engineer agree as follows:

### **1. Specific Project Data**

- A. Title: City of Sturgis  
2023 Street Rehabilitation Program  
Construction Phase
- B. Background/Description:  
The purpose of this task order is to provide construction oversight and administration for the 2023 Street Rehabilitation Program project awarded to Northern Construction Services, Corp. on May 10, 2023.
- C. Work Scope:

#### **CONSTRUCTION PHASE**

1. Provide project administration and engineering consultation throughout the construction period, including:
  - Schedule and attend progress meetings with the Contractor and City staff. Prepare and distribute meeting minutes. We have budgeted one (1) progress meeting during construction.
  - Review Contractor's pay estimates and recommend for payment.
  - Prepare contract modifications, if necessary, and submit recommendation to City for authorization.
  - Keep separate record of individual street construction cost.
2. Provide on-site observation during construction. Our budget includes 45 hours per week full time for 11 weeks. The inspector's duties shall also include:
  - Provide record keeping of construction activities.
  - Address complaints filed with the City.
3. Provide survey services for the monument preservation of two (2) existing survey monuments and the installation of four (4) additional survey monuments.
4. Coordinate materials testing with the City hired testing firm.
5. Conduct a final review meeting on-site with the Contractor and City Staff to review the completed work. Prepare a final punch list of remaining work items. Provide one (1) follow-up inspection to verify that the punch list items have been completed.
6. Complete As-Recorded drawings based on contractor records. F&V will provide two (2)
7. paper copies and one (1) electronic (PDF) copy.

## 2. Services of Engineer

### A. Work Scope:

The work scope is to provide Construction and Commissioning Phase professional services. The following paragraphs from Exhibit A of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, are incorporated by reference, along with a brief summary:

A1.05 – Construction Phase, include the following paragraphs.

A.1

A.2 – RPR services based on time indicated in work scope. Site time for RPR services to be determined based on contractor operations.

A.3 through A.19

B.

A1.06 – Commissioning Phase –

A.5 – Prepare Records Drawings

A2.01 – Other Services

A.5 – Construction Line and Grade staking, monument preservation and re-monumentation.

## 3. Owner's Responsibilities

Owner shall take those responsibilities set forth in Article 2 and in Exhibit B.

## 4. Times for Rendering Services

The time for rendering services is the term of the Agreement, as identified in Article 3.01.A of the Agreement. The times for rendering services are as follows,

<u>Phase</u>	<u>Proposed Completion Date</u>
<u>RPR Phase</u>	<u>September 30, 2023</u>
<u>Construction Administration</u>	<u>November 1, 2023 (Turf Acceptance)</u>

## 5. Payments to Engineer

A. Owner shall pay Engineer for Services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
<i>Construction Phase</i>	<i>Standard Unit Rates</i>	<i>\$78,800</i>
<b>TOTAL FEES =</b>		<b>\$78,800</b>

C. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

## 7. Other Modifications to Master Agreement:

None.

**8. Attachments:**

None

**9. Documents Incorporated by Reference:**

None.

**10. Terms and Conditions:**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is June 29, 2023

**OWNER**

**City of Sturgis**

**ENGINEER**

**Fleis & VandenBrink Engineering, Inc.**

\_\_\_\_\_  
Signature Date

Andrew Kuk  
Name

City Manager  
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Barry Cox  
Name

City Engineer  
Title

130 N. Nottawa  
Address

bcox@sturgismi.gov  
E-Mail Address

(269) 659-7249  
Phone

(269) 659-7295  
Fax

Sturgis Purchase Order No.: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Matt Johnson, P.E.  
Name

Regional Manager  
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Matt Johnson, PE  
Name

Project Manager  
Title

4798 Campus Drive  
Address

mjohnson@fveng.com  
E-Mail Address

(269) 532-7396  
Phone

(269) 382-6972  
Fax

F&V Vendor No.: 00776

## 2022 and 2023 Street Improvement Projects

		202 Major Street	203 Local Street	591 Water	TOTAL PROJECT
		Street Improvements Resurfacing		Lead Service Line Replacement	
BUDGETED FUNDS	FY 2021-2022	\$ 300,000.00	\$ 450,000.00	\$ -	\$ 750,000.00
	FY 2022-2023	\$ 200,000.00	\$ 500,000.00	\$ 250,000.00	\$ 700,000.00
	Total	\$ 500,000.00	\$ 950,000.00	\$ 250,000.00	\$ 1,450,000.00

Notes
Majority not spent in FY 21-22; carried in fund balance
Water line item supports additional work; \$39,254.00 spent to-date

### 2022 Street Improvement Project

PROJECT COSTS		37% of Total	63% of Total	0% of Total	
Design and Bid Phase Engineering	Approved 6/8/22	\$ 5,560.00	\$ 8,340.00	\$ -	\$ 13,900.00
Construction Award	Approved 7/27/22	\$ 310,412.61	\$ 528,540.39	\$ -	\$ 838,953.00
Contingency Budget	Approved 7/27/22	\$ 15,540.00	\$ 26,460.00	\$ -	\$ 42,000.00
Construction Phase Engineering	Approved 11/16/22	\$ 23,125.00	\$ 39,375.00	\$ -	\$ 62,500.00
TOTAL PROJECT COST		\$ 354,637.61	\$ 602,715.39	\$ -	\$ 957,353.00

Notes
Task Order #06
Reith-Riley Construction
~5% contingency; SPENT \$14,272.50 (materials testing)
Task Order #06b

### 2023 Street Improvement Project

PROJECT COSTS		21 % of Total	64 % of Total	15% of Total	
Design and Bid Phase Engineering	Approved 9/14/22	\$ 7,854.00	\$ 23,936.00	\$ 5,610.00	\$ 37,400.00
Construction Award	Approved 5/10/23	\$ 151,544.61	\$ 461,850.24	\$ 108,246.15	\$ 721,641.00
Contingency Budget	Approved 5/10/23	\$ 7,560.00	\$ 23,040.00	\$ 5,400.00	\$ 36,000.00
Construction Phase Engineering	Recommended 6/28/23	\$ 16,548.00	\$ 50,432.00	\$ 11,820.00	\$ 78,800.00
TOTAL PROJECT COST		\$ 183,506.61	\$ 559,258.24	\$ 131,076.15	\$ 873,841.00

Notes
Task Order #09
Northern Construction Services, Corp.
~5% contingency; SPENT \$7,600.00 (materials testing); \$4,639.91 (additional design)
Task Order #09b

OVER (UNDER) BUDGET	\$ 38,144.22	\$ 211,973.63	\$ (118,923.85)
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**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10E**



INVITATION TO BID  
and BID DOCUMENT

For  
PUMP  
RECONDITIONING,  
WELL CLEANING &  
DISINFECTION

805 N Centerville Rd.  
Sturgis, MI. 49091

Main: 269-651-2879  
Fax: 269-659-6054



*City of Sturgis*

Bid of

(Bidder), organized and existing under the laws of or a resident of the State of \_\_\_\_\_, doing business as a corporation, a partnership or an individual (circle one).

*Where Success Is A Habit!*

To the City of Sturgis (City).

1. City will receive sealed Bids for PUMP RECONDITIONING, WELL CLEANING & DISINFECTION at the City of Sturgis, City Manager's Office, 130 N. Nottawa Street, Sturgis, Michigan 49091 until Monday June 19th, 2023, 4:00 p.m., local time. No Bids will be received after this date and time. Bids must be submitted on this form and shall be enclosed in an opaque, sealed envelope, marked with "BID ENCLOSED – OAK LAWN WELL #5", and the name and address of the Bidder. Do not submit an envelope so marked unless a valid Bid is enclosed.
2. Bids may not be withdrawn for a period of 30 days after the actual date of opening thereof. This time period may be extended by mutual agreement of the City and any Bidder or Bidders. It is anticipated that a recommendation for award will be submitted to the Sturgis City Commission for consideration at its meeting on Wednesday, June 28<sup>th</sup>, 2023.
3. The City reserves the right to waive any irregularities and to reject any and all Bids. Subject to CITY OF STURGIS Purchasing Policy & Guidelines section 2.1
4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to accept a Purchase Order, and to Provide all Labor, Equipment and Materials to Remove, Inspect, Recondition, Reinstall and Disinfect (1) Vertical Turbine Pump, Televis Well Bore including Casing & Screen, Chemically Clean & Disinfect Well, for the City's Oak Lawn Well #5 as specified or indicated on or before September 30<sup>th</sup>, 2023.
5. Bidder has visited the site and/or has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.



7. Specifications: See attached Exhibit's "A & B", for Scope of work. Exhibit "A" is for Vertical Turbine Pump Reconditioning of the City's Oak Lawn Well #5. Exhibit "B" is for Cleaning and Disinfection of the same well.

8. **GENERAL REQUIREMENTS**

1. Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage and shall make City of Sturgis a certificate holder of any such insurance. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

**Workers Compensation Insurance:**

- |   |               |
|---|---------------|
| 1. State:   | Statutory     |
| 2. Applicable Federal (e.g., Longshoreman's):                                 | Statutory     |
| 3. Employer's Liability:  | \$ 500,000.00 |
| Errors and Omission Insurance with a minimum of \$1M per claim/\$2M aggregate |               |

**General Liability Insurance:**

- |  |                 |
|--|-----------------|
| 4. General Aggregate   | \$ 1,000,000.00 |
| 5. Products-Completed Operations Aggregate   | \$ 1,000,000.00 |
| 6. Personal and Advertising Injury   | \$ 1,000,000.00 |
| 7. Each Occurrence (Bodily Injury and Property Damage)   | \$ 1,000,000.00 |
| 8. Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages where applicable. |                 |
| 9. Excess or Umbrella Liability:   |                 |
| a. General Aggregate   | \$ 2,000,000.00 |
| b. Each Occurrence   | \$ 2,000,000.00 |
| 10. Contractual Liability:   |                 |
| a. Bodily Injury:  |                 |
| i. Each Person   | \$ 1,000,000.00 |
| ii. Each Accident  | \$ 1,000,000.00 |
| b. Property Damage:  |                 |
| i. Each Accident   | \$ 1,000,000.00 |
| ii. Annual Aggregate   | \$ 1,000,000.00 |
| 11. Contractor's Pollution Liability   | \$ 1,000,000.00 |

**Automobile Liability (including hired and non-owned vehicles):**

- |                    |                 |
|--------------------|-----------------|
| 12. Bodily Injury: |                 |
| a. Each Person     | \$ 1,000,000.00 |
| b. Each Accident   | \$ 1,000,000.00 |

13. Property Damage:

a. Each Accident

\$ 1,000,000.00

14. MCS 90 Endorsement on Vehicle Insurance:

Statutory

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor's parent corporation.

2. License

All Bidders must be Contractors, Licensed to perform Well & Pump work in the State of Michigan.

3. Experience

A minimum of (5) years experience as a Well Drilling Contractor is required.

4. Permits

Contractor is responsible for obtaining all NPDES permits as necessary for discharging well chemicals.

Suggested Practices for Waterworks Design, Construction, and Operation for Type 1 Public Water Supplies In accordance with the Michigan Safe Drinking Water Act 1976 PA 399, as Amended, and the Administrative Rules.

*Part 8.32 Disposal of Chlorinated Solution states "Caution must be exercised in disposing of spent solutions of chlorine from any water works facility (wells, ... etc) as to not harm vegetation or wildlife, nor upset any sewerage system. Water additives such as chlorine shall not be discharged to a surface water body, sewer, or drain. Dechlorination equipment shall be used prior to discharge if detectable levels of chlorine from disinfection are present in the discharge. If water will reach a surface water body and certain provisions cannot be met, a NPDES permit is required. A general NPDES permit (MIG640000) is available for waste water discharge from a potable water supply.*

9. If Bidders have questions, they may contact Mr. Rick Miller, Director of Public Services, at (269) 651-2879.

10. Bidder will complete the Work for the following price:

Base Bid thirty nine thousand five hundred (\$ 39,588.50 )  
words eighty eight (figures)



Submitted On 6/15, 2023

By: North American Pump Co. (firm or corporation name)

By: Hunter Reece / Mob Y (name of person authorized to sign)

Title: Sales & Operations Manager

Bidder's Business Address:

401 Nelson Parkway

Walcarusa, IN 46513

Phone Number 574-862-2183 Fax Number -

E-mail hunter@northamericanpump.com State Contractor License Number 4022

Notary Statement:

State of Indiana

County of Elkhart

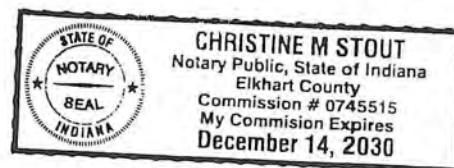
On this the 16<sup>th</sup> day of June, 2023, before me, a Notary Public, personally appeared, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument, and acknowledged that he /she executed it.

Witness: My hand and Official Seal

(Seal)

Ch M. Stout  
Signature of Notary Public

Christine M. Stout



My Commission Expires: December 14, 2030

EXHIBIT "A"

SCOPE OF WORK: VERTICAL TURBINE PUMP RECONDITIONING

REMOVE for INSPECTION:

The Contractor will: provide all labor, equipment and materials required to pull 104' 7-1/4" of 10" column pipe x 1-1/2" SS vertical turbine inner column assembly; 3-stage Floway 14" JKML bowl assembly and 10' of 10" Suction pipe. Transport to their facility, clean and visually inspect. Immediately following inspection, a report detailing the exact condition of the pump components will be provided to the owner.

#### **REINSTALLATION:**

The Contractor will: provide all labor and equipment to reinstall all well pump components; disinfect well using (1,000) gallons of a 200 ppm solution of NSF approved sodium hypochlorite; neutralize chlorine solution with NSF approved Sodium Metabisulfite and pump out to waste. Conduct a 4-step flow test to determine TDH, specific capacity, check voltage and amperage of electric motor, conduct vibration analysis on motor using a certified and calibrated instrument. Obtain a water sample and have analyzed for coliform bacteria.

#### **REPLACEMENT PARTS & COMPONENTS:**

The Contractor will: replace normal wearing parts as follows: (1) stuffing box bearing, (1) water slinger, (1) set of packing, (1) copper air line complete with gauge and fittings, (1) pressure gauge complete with petcock and fittings. (1) set of discharge bolts, nuts and gasket, (All) stainless steel shaft couplings, (All) stainless steel shaft sleeves, (1) complete set of Neoprene line shaft bearings, (All) 10" x 1-1/2" brass/bronze or stainless steel drop-in style bearing retainers, (1) set of bearings for bowl assembly, (1) set of stainless steel bolting for bowl assembly, (1) 1-1/2" x 64 1/2" stainless steel pump shaft stock for head shaft, (1) 1-15/16" x 62-1/2" stainless steel pump shaft stock for impeller shaft, (all) bronze stock for oversized wear rings.

#### **MACHINE WORK:**

The Contractor will: per manufacturers recommended specifications -

Fabricate (1) stainless steel head shaft, skim-cut impellers, fabricate oversized bronze wear rings, fabricate (1) stainless steel impeller shaft.

NOTE: Owner shall inspect machine work before bowl assembly is re-assembled

#### **SHOP WORK:**

The Contractor will: disassemble, clean, repair, and reassemble bowl assembly. Sandblast column and paint with NSF approved rust inhibitor coating. Sandblast discharge head, rebuild and paint with NSF approved rust inhibitor coating. Straighten all shafting to within .003 T.I.R.

NOTE: Owner shall inspect repair work before it is delivered to the site.

#### **ADDITIONAL PRICING:**

The Contractor will provide with this bid pricing for the following pump components. One or all of these may be used should it be determined that they are necessary to complete the pump repair:

- 1) (1) 5' top section of 10" schedule 40 column pipe TBE (threaded both ends)
- 2) (1) 5' bottom section of 10" schedule 40 column pipe T&C (threaded & coupled)
- 3) (8) 10' sections of 10" schedule 40 column pipe T&C (threaded & coupled)
- 4) (1) 10' section of 10" schedule 40 suction pipe T&C (threaded & coupled)
- 5) (1) Weir/Floway 14 JKML intermediate bowl stage
- 6) (1) Weir/Floway 14 JKML suction bowl stage
- 7) (1) Weir/Floway 14 JKML complete bowl assembly (Rated 1800 GPM @267' TDH @1800 RPM @ 83% efficiency. Must have stainless steel collets and bronze wear rings) or equivalent.
- 8) (1) 5' section of 1 1/2" stainless steel line shaft with stainless steel sleeves TBE (threaded both ends)
- 9) (8) 10' sections of 1 1/2" stainless steel line shaft with stainless steel sleeves TBE (threaded both ends)
- 10) (1) 5' bottom section of stainless steel line shaft with stainless steel sleeves TBE (threaded both ends)

#### **NOTES:**

- 1) Pump bowl assembly manufacturer is Weir/Floway
- 2) Pump information: 3-stage, Type – 14JKML, S.N. 431339
- 3) City staff will transport the 125 H.P. electric pump motor to a local repair facility for service or repair and deliver it back to the well site for reinstallation.

- 4) It is preferred that all pump bowl assembly replacement parts be Weir/Floway to maintain interchangeability, uniformity, and reliability. Other manufacturers parts may be used but, they must be approved by the city.
- 5) If following inspection, it is determined by both the city and the contractor that major components require replacement, they will be replaced using the prices supplied with this bid.
- 6) If a pump bowl assembly other than Weir/Floway is submitted as a replacement it must be at least 80% efficient at design, must be Cast Iron & Bronze Fitted, must include Stainless Steel Impeller Shaft and Collets, must include Bronze Wear Rings, and must be fitted for 10" Suction and Discharge Piping. (Threads on new pump bowl shaft must mate with threads on existing shafting).

#### EXHIBIT "B"

#### **SCOPE OF WORK: WELL CLEANING & DISINFECTION**



#### **PHASE 1: PRE-EVALUATION:**

- Permanent Pump must be removed from well.
- Measure well for Total Depth using a flexible tape measure.
- Back flush well with system water for 24 hours. Accomplish this by lowering a clean/disinfected  $\frac{3}{4}$ " hose below static water level and letting system water run into the well for a 24-hour period.
- Televis the entire well bore (casing and screen) using a color camera that has a "Down-hole and Right-Angle" views. Camera must be equipped to fully light a 20" well. Document: Total Depth, Top of Screen, and all weld joints.
- Make a CD copy of the Video log for the Owner entitled: "Pre-Evaluation."

#### **PHASE 2: MAINTENANCE CLEANING:**

- Contractor will mobilize to site with truck mounted equipment that will provide sufficient "spudding" action to clean the well, 1,000-gallon tank, double-disc surge-block, well-brush, air-lift assembly and all other ancillary equipment to accomplish the following:
  1. Mix and inject Acid treatment (in 2014 the contractor used 500 lbs of Sulfamic acid/1,000 gallons of water).
  2. Agitate Acid treatment with the "Spudding" action of the truck for (8) hours. Disc tool must be set within the screen area.
  3. Pump acid mixture into contractor's 1,000-gallon tank and neutralize. Once mixture is neutralized, pump to waste. Purge well until water is potable.
  4. Mix and inject (1) 1,000-gallon Chlorine treatment using 50 gallons of liquid chlorine (12.5%)/1,000 gallons of water. Must use Sodium Hypochlorite NOT Calcium Hypochlorite.
  5. Agitate chlorine treatment with the "Spudding" action of the truck for (8) hours. Disc tool must be in the screen area.
  6. Pump chlorinated mixture into contractor's 1,000-gallon tank and neutralize. Once mixture is neutralized, pump to waste. Purge well until water is potable.
  7. Install brush assembly and brush-clean the entire length of casing and screen.
  8. Install air-lift assembly to the bottom of the well and clean the bottom of any sediment, sand and/or debris brought into the well bore by the aforementioned process.

#### **PHASE 3: POST-EVALUATION:**

- All cleaning equipment must be removed from well.
  - Back flush well with system water for 24 hours. Accomplish this by lowering a clean/disinfected  $\frac{3}{4}$ " hose below static water level and letting system water run into the well for a 24-hour period.
  - Televis the entire well bore (casing and screen) using a color camera that has a "Down-hole and Right-Angle" views. Camera must be equipped to fully light a 20" well. Document: Total Depth, Top of Screen, all weld joints, and general condition of the screen & casing.
  - Make a CD copy of the Video log for the Owner entitled: "Post-Evaluation."
- 
- Mix and inject (1) 1,000-gallon Chlorine treatment using 10 gallons/1,000 gallons of water). of Liquichlor (Sodium Hypochlorite NOT Calcium Hypochlorite).
  - Measure out well using flexible tape measure.
  - Cap well until Permanent pump is reinstalled.



# North American Pump

901 Nelson Parkway  
Wakarusa, IN 46573  
Phone: 574-862-2183  
Fax: 574-862-3126

Quote No. **615231**

## QUOTATION

### Customer

Name City of Sturgis  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

Date 6/15/2023

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Preference Oaklawn  
Well Overhaul

**WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION**

Qty	Description	Unit Price	AMOUNT
1	1.) 10" x 5' TBE Column Pipe	\$ 505.00	
1	2.) 10" x 5' T&C Column Pipe	\$ 555.00	
8	3.) 10" x 10' T&C Column Pipe	\$ 785.00	
1	4.) 10" x 10' TOE Suction Pipe	\$ 450.00	
1	5.) Floway 14JKML Intermediate Stage	\$ 975.00	
1	6.) Floway 14JKML Suction Stage	\$ 975.00	
1	7.) Floway comparable complete bowl assembly( Flowserve 14EMM rated for 1800GPM @ 270'TDH @ 148BHP, 3stg)	\$ 8,600.00	
1	8.) 1-1/2" x 5' SS Lineshaft TBE	\$ 230.00	
8	9.) 1-1/2" x 10' SS Lineshaft TBE	\$ 450.00	
1	10.) 1-1/2" x 5' SS Lineshaft TBE	\$ 230.00	
DELIVERY		F.O.B.	TERMS

### IMPORTANT

PRICES GOOD FOR ACCEPTANCE WITHIN 30 DAYS,  
UNLESS SUCH TIME IS EXTENDED IN WRITING.

RESPECTFULLY SUBMITTED,

Hunter Reece

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10F**



