



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, APRIL 10, 2024
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

REGULAR MEETING 5:15 P.M.

1. Commission Procedural Policy Changes

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. Arbor Day Proclamation – Chris McArthur
 - B. Fair Housing Month Proclamation – Andrew Kuk
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 March 27, 2024 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$1,961,329.61 as presented.**
 - C. Fawn River Township PA 425 Agreement #5 Transfer
 - **ADOPT the Transfer of Properties from Fawn River Township (Agreement #5) Resolution for vacant lots on Farwell Avenue as presented.**
 - D. Iglesia Rios De Agua Viva Children's Day
 - **APPROVE the requests for use of Memorial Park for Iglesia Rios De Agua Viva Children's Day on April 27th as presented.**
9. UNFINISHED BUSINESS
 - A. Sidewalk Repair on Main Street Public Hearing – Barry Cox
10. NEW BUSINESS
 - A. Two-Wheel Tuesday Bike Night Events – Jamie Eymer
 - B. Enterprise Fleet Management – Holly Keyser
 - C. WWTP Clarifier Replacement Task Order – Brandon Schrader
 - D. WWTP Maintenance Garage Repair – Brandon Schrader
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

Manager's Report

APRIL 10, 2024



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Andrew Kuk
City Manager

Work Session

1. Commission Procedural Policy Changes

Staff: Andrew Kuk

At the December 13th, 2023 Commission meeting I placed on the agenda an item to request Commission feedback on a few policy items and presented some draft language for the Commission to consider. During the meeting the Commission chose to table the issue and requested the discussion be moved to a future work session.

This work session will be used to allow discussion of those policy issues, as well as discuss other potential changes to Commission policies that Commissioners may have.

Included in your packet:

1. Commission Procedural Policy Draft Changes

5. Proclamation

A. Arbor Day Proclamation

Staff: Chris McArthur

Included in your packet is a proclamation declaring Friday, April 26th as Arbor Day 2024 in the City of Sturgis. Issuance of this proclamation is part of the ongoing requirements for Sturgis to be recognized as a Tree City USA.

Included in your packet:

1. Arbor Day Proclamation

5. Proclamation

B. Fair Housing Month Proclamation

Staff: Andrew Kuk

As part of our Fair Housing Plan adopted to meet qualifications for Community Development Block Grant (CDBG) programs, the City is working to promote fair housing by issuing a proclamation recognizing April as Fair Housing Month.

Fair Housing Month recognizes and promotes the Fair Housing Act, enacted on April 11, 1968 and enshrined into federal law with the goal of eliminating racial segregation and ending housing discrimination in the United States. The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities.

A copy of the proclamation is included in your packet.

Included in your packet:

1. Fair Housing Month Proclamation

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for April 10, 2024 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the March 27, 2024 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,961,329.61 as presented.

8C. Fawn River Township PA 425 Agreement #5 Transfer

In 2018, the City of Sturgis and the Township of Fawn River entered an agreement titled “Agreement for Conditional Transfer of Property from Fawn River Township to the City of Sturgis (Agreement #5)”. The Agreement covered properties in Section 6 of Fawn River Township. The Effective Date of the Agreement was January 29, 2018.

As provided for in the Agreement, parcels are transferred to full jurisdiction of the City when certain “trigger events” occur. One trigger event is when the owner of record no longer holds title to such real property after the Effective Date of the Agreement.

Lots 1 and 3, Block 9 of Maplecrest are two vacant properties within the agreement area and were sold in 2022 and to be transferred into the City.

The transfer of full jurisdiction shall be evidenced by filing of resolution(s) in the manner provided in Section 2.1. Attached is a resolution for the parcel which the City Commission may adopt. We have provided a similar resolution to Fawn River Township. The sequence is as outlined below.

Step 1: The City Commission adopts the resolution.

Step 2: Fawn River Township adopts the resolution within 60 days.

Step 3: Both resolutions are filed with the Office of the Great Seal and the St. Joseph County Clerk or, if Fawn River Township has not adopted the resolution, the City files its resolution after a 60 day waiting period.

Fawn River Township parcels #75-005-120-085-00 and #75-005-120-087-00 will become City parcels #75-052-460-085-00 and #75-460-087-00.

Consent Agenda Motion:

ADOPT the Transfer of Properties from Fawn River Township (Agreement #5) Resolution for vacant lots on Farwell Avenue as presented.

Included in your Packet:

1. Resolution
2. Exhibit B

8D. Iglesia Rios De Agua Viva Children's Day

Pastor Jose Arvizo Piñon of Iglesia Rios De Agua Viva (River of Living Water Church), an affiliate Sturgis Christian Fellowship Center is requesting use of Memorial Park for a Children's Day event on April 27th from 2:00 pm to 4:00 pm. The event will include pizza, fruit, bottles of water, candy, pinatas, a bounce house, activities for kids and worship. This is a free event and open to the public.

Consent Agenda Motion:

APPROVE the requests for use of Memorial Park for Iglesia Rios De Agua Viva Children's Day on April 27th as presented.

9. Unfinished Business

A. Sidewalk Repair on Main Street Public Hearing

Staff: Barry Cox

RE-OPEN THE PUBLIC HEARING

At the March 27, 2024 meeting, the sidewalk repair on Main Street public hearing was adjourned due to questions regarding the estimated special assessments. Staff re-evaluated the repair costs and properties included in the special assessment district and developed a new estimated special assessment list, which is included in your packet.

As a reminder, the district is being considered in conjunction with the reconstruction of W. Main and E. Main Streets between N. Clay Street and George Street. The intent of the assessment district is to repair existing sidewalk segments along both sides of West and East Main Street within the project boundaries.

After re-evaluation, several assessments were amended, and three properties were added. A comparison sheet showing the original assessment estimate, revised assessment estimate and difference is included in your packet.

Letters have been sent to the property owners in the preliminary assessment district notifying them of the date to re-open the public hearing and the updated estimated assessment costs.

As discussed last meeting, if approved, a form will be prepared listing each property tax ID number, owner, address, and estimated assessment amount. The form will be recorded at the St. Joseph County Register of Deeds so a title search on a prospective sale will indicate the special assessment information.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Special Assessment District #2024-02 for the Main Street Sidewalk Repair Program as presented.

Staff Recommendation:

APPROVE

Included in your Packet:

1. Revised Resolution for Special Assessment
2. Main St. Special Assessment Estimate Comparison

10. New Business

A. Two-Wheel Tuesday Bike Night Events

Staff: Jamie Eymmer

Jeremy Burk of Traditional American Cycle Supply is requesting to utilize downtown parking lots 9 & 11 (across the street from the Sturges-Young Center for the Arts) to host Two-Wheel Tuesdays, a weekly bike night. Mr. Burk has been working with Sturges-Young Center for the Arts (SYCA) staff to provide alcohol sales for the events.

The proposed bike night would include food trucks, entertainment, and vendors. A layout of the parking lots for the event is included in your packet. Mr. Burk is a seasoned bike night planner, promoter, and attendee and will be organizing all aspects of the event other than bar services. While Mr. Burk is not representing a non-profit, there will be no fee for entry to the event and it will be open to the public.

The events would be held from every Tuesday starting May 21, 2024 through September 2024 from 5:00 pm to 9:00 pm. No Bike night would be held the week of Sturgis Fest due to events later that week, nor would one be held on August 6th due to the election.

If approved, SYCA will apply for a Special Temporary licenses in association with their liquor license to provide a cash bar at twelve of the bike night dates, starting with May 21st, May 28th, and June 2nd. The SYCA can request twelve Special Temporary licenses during the year as part of its liquor license. Unlike a Special Event license for Sturgis Fest, etc., this license will not require a closure of the social district. SYCA would be responsible for staffing bartenders from 5:00 pm to 8:30 pm and will follow the Downtown Social District Policy. Jeremy Burk has agreed to purchase the necessary Social District stickers and cups to be used during the event.

If the event is approved by Commission, an amendment of the social district to include the parking lot as a sub area will be necessary; a public hearing to consider the amendment would be scheduled for the April 24th meeting.

Mr. Burk is requesting use of barricades and picnic tables. He has obtained insurance for the events and listed the City of Sturgis as an additional insured.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Two-Wheel Tuesday bike night events as presented.

Staff Recommendation:

APPROVE

Included in your Packet:

1. Event Map

10. New Business

B. Enterprise Fleet Management

Staff: Holly Keyser

At the regular Commission meeting on January 24th, Tyler Joldersma from Enterprise presented their Fleet Management Program. This contract is available through Sourcewell and has been successful for many government entities in streamlining budgets and providing cost savings in regard to motor vehicle fleets. The program is designed to achieve savings by maximizing resale, improving overall fuel efficiency, lowering maintenance costs, and reducing fleet downtime.

Staff is recommending that the City enter into contract with Enterprise which initially would include leasing eight vehicles; this number is down from the eleven discussed in January. A spreadsheet identifying the vehicles to be included, new vehicles to purchase, and the overall cost for FY 2023-2024 is included in the packet.

Participating in this contract would require execution of several documents including a Master Equity Lease Agreement, Agreement to Sell Customer Vehicles, and Award Notification under the Sourcewell Contract as well as completion of the credit application. These agreements have been reviewed by the City Attorney and are included in the packet for your review.

One of the options presented in January included a full maintenance program whereby the vehicles under lease would be covered for all maintenance at a fixed cost. Upon further review of this option City staff is recommending that we continue to use local service and existing staff to complete maintenance of the fleet. With this fleet-management program, the average vehicle age is reduced, resulting in lower maintenance costs out of warranty and improved fuel efficiencies.

The FY 2023-2024 budget for motor vehicle purchases of light and medium vehicles is \$174,000.00; this included three vehicle replacements. Two of these purchases were previously approved in September and the transactions

completed. The remaining budget for FY 2023-2024 is \$60,000.00 (the Patrol Vehicle - Charger AWD listed in the Motor Vehicle Fund Capital sheet). Under the proposed plan, the City would replace eight additional vehicles for a net annual cost of just over \$55,000.00. This cost represents the net of the annual lease cost for the new vehicles less the value obtained from selling the eight vehicles already in the fleet.

A representative from Enterprise will be available virtually during the meeting to answer any additional questions.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY all necessary agreements with Enterprise Fleet Management under the Sourcwell Contract 030122-EFM to enter into a fleet management program and AUTHORIZE the City Controller to sign all agreements as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Vehicle Replacement Plan, authorizing purchases in a net amount not-to-exceed sixty-thousand dollars in FY 2023-2024 as presented and AUTHORIZE the City Controller to sign all necessary documents.

Staff Recommendation:

APPROVE and APPROVE

Included in your Packet:

1. FY 2023-2024 Fleet Management Vehicle Replacement Spreadsheet
2. Enterprise Contract

10. New Business

C. WWTP Clarifier Replacement Task Order

Staff: Brandon Schrader

Following the 2015 Asset Management Plan (AMP), the Wastewater Treatment Plant is continuing the rehabilitation of identified assets within the plant. The Primary Clarifier #1 and Intermediate Clarifier #1 mechanisms are scheduled for replacement in fiscal year 2023-2024.

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

Intermediate Clarifier #1 is one of two clarifiers used in the secondary treatment process and has a volume capacity of 296,000 gallons. It was originally installed in 1972 as a final clarifier as part of a plant upgrade. As part of the 1996 SRF plant expansion, the clarifier was converted to an intermediate clarifier when two new rectangular final clarifiers and an additional intermediate rectangular clarifier were added. The mechanism was installed during the clarifier conversion in 1996 and has reached its useful life cycle.

In order to begin the process of completing these two mechanism replacement projects, Fleis & VandenBrink has developed Task Order #16, which outlines the responsibilities of the engineer for design, bid, and construction phases of the project. Staff is recommending the approval of Task Order #16 from Fleis & VandenBrink in the amount of \$43,400.00. Both projects are part of the Capital Improvement Plan with a budget amount of \$270,000.00 for Primary Clarifier #1, and a budget amount of \$390,000.00 for Intermediate Clarifier #1. Cost to cover the task order will be split between both Capital line items.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY Task Order #16 with Fleis and VandenBrink for design, bid, and construction phase engineering services for the WWTP primary clarifier #1 and intermediate clarifier #1 replacements in the amount of forty-three thousand and four hundred dollars (\$43,400.00).

Staff Recommendation:

APPROVE

Included in your Packet:

1. Task Order #16

10. New Business

D. WWTP Maintenance Garage Repair

Staff: Brandon Schrader

The WWTP maintenance garage is a 30' X 50' pole constructed barn built in 1982. The building is used primarily as a garage to house facility fleet and cold storage of some inventory items. There are three bay doors positioned on the west side of the building with an entry door at the south of the building. Prior to asphalt and grading changes made during the 2014 SRF project, water would accumulate in front of the bay doors during heavy precipitation. This accumulation of water over time took its toll on six 4"X6" main posts of the buildings structure. In discussion with Fleis & VandenBrink, it was determined the posts needed to be replaced to maintain structural integrity of the building and a plan of action was developed. The ground-level portion of the treated lumber where the water had been in contact, including the section below grade, is where the repairs are needed. Fleis & VandenBrink provided a repair detail recommendation which is included with your packet.

Following the City's purchasing policy, a bid notice for the project was published via Bidnet Direct. One bid was received from RAM Construction Services in the amount of \$45,275.00.

Staff is recommending the approval of the Bid from RAM Construction Services. This is a Capital Improvement Plan project with a budget amount of \$40,000.00 for fiscal year 2024. A budget amendment is not necessary for this project as there are sufficient funds budgeted for other projects that are available.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid from RAM Construction Services for the repair to the WWTP maintenance garage in the amount of forty-five thousand two hundred and seventy-five dollars (\$45,275.00).

Staff Recommendation:

APPROVE

Included in your Packet:

1. Ram Construction Services Bid
2. WWTP Maintenance Garage Repair Photos

Noteworthy Meetings / Events

- Deb Northrup Retirement Party | March 28th
- DDA Meeting | April 3rd
- Sturgis Fest Meeting | April 3rd

Upcoming Events

- Styrofoam Recycling | Compost Site | 9am-12pm | April 6th
- Business After Hours – Sigrist Furniture | 5pm-7pm | April 11th
- Sturgis Spring & Food Expo | SYCA | 5:30pm-9pm | April 19th
- Trippin' Billies | SYCA | 7:30pm | April 20th

City of Sturgis City Commission Work Session

Agenda Item 1

POLICY STATEMENT

COMMISSION PROCEDURAL POLICY

01-CCM-10



Effective Date: 11-8-2010
Last Revised: 11-10-23

Office of Origin: City Commission
Authorized By: City Commission

Applicable Departments:
Policy Keywords: *Procedural Policy; City Commission;*

Policy Statement and Form of Government

This Commission Procedural Policy outlines the expectations and guidelines for the Sturgis City Commission. The Policy provides both standards and guidance for carrying out the duties of office.

The City of Sturgis has a council-manager form of government established pursuant to the Michigan Home Rule Cities Act. In this form of local government, the City Commission appoints a professionally trained and experienced City Manager to administer the day-to-day operations of the City and to make recommendations to the City Commission. The City Commission as a whole, through resolutions and ordinances, establishes basic policy that the City Manager and City staff implement and administer. One of the major roles of the City Commission is to review, revise, and finally approve the proposed annual budget. The council-manager form of local government requires administrative sensitivity to the policy-making role of the City Commission, as well as Commission sensitivity and regard for the administrative role of the City Manager and City administrative staff.

Section 1: Responsibilities and Regulations for City Commissioners

The specific duties of City Commissioners are spelled out in the City of Sturgis Charter. However, all elected officials share certain responsibilities. First, you must remember you are elected to make decisions as a collective body, not to act as individuals or apart from the City Commission.

Observe the Community

Take a tour of the community with the City Manager and department heads. Such a tour is especially valuable for you as newly elected Commissioners. You just might discover areas never seen before, learn where legal boundaries are and see where major trouble spots are now and where they might develop. Keep your eyes open as you go back and forth to work or to City Hall, taking the opportunity to look for problems. Use a different route to see more than just one area. There is really no substitute for first-hand observation.

Talk with Citizens

Direct interaction with your constituents is both politically and practically prudent. Commissioners need to be accessible, concerned and open minded – and you will be if you talk not only with your friends, but also with people you do not know well or at all. Be sure to include people representing various economic levels, professions, occupations and cultural backgrounds. In talking with citizens, be concerned primarily with listening. Avoid arguing or defending existing positions. Your attitude should

reflect a genuine desire to secure information. In addition to seeking information in a person-to-person setting of your choice, you should also be prepared to receive unsolicited information and criticism from citizens who seek you out.

Study Pertinent Literature

As an elected official, you will receive a large amount of printed material: minutes, articles, letters, Manager's Reports, and other background information on issues. Much of this relates to problems and possible solutions, and some of it may help you discover the needs and wishes of your constituents. A letter or a newspaper article may reveal a problem that had not surfaced previously. Problems in other communities that are spelled out in journals or other printed sources may raise the question, "Do we have the same problem in our community?"

Establish Priorities

Now that you have observed what you believe to be possible problems or needs within the City of Sturgis, it is important to establish the priority of each of these. How is this done – remembering that the resources, both human and financial, of any municipality are limited? Even if resources were unlimited, there are a number of activities that would not – and should not – be engaged in by our local government. Each request should be examined in terms of citizen demand, financial cost, benefit to the city, availability from other sources and even political expediency. A balance should be maintained between the flexibility required to reorder priorities when conditions require and the firmness required to resist changing programs to meet the momentary whims of special interest groups in the community. The Sturgis City Commission holds a special meeting early in each calendar year at which you will work with your fellow Commissioners to outline the goals and priorities for the upcoming year. This list will be your tool for providing direction to the City Manager and City staff. It is important for you as a Commissioner to take this responsibility very seriously, as it is one of the most effective ways to communicate the issues you find important to City staff and the community.

Participate in Formal Commission Meetings

The Commission meeting is the final step in determining the projects and programs required to meet community needs. Here, under public scrutiny, a Commissioner must transact the business of the community based on established priorities and data that have been gathered and analyzed. In Commission meetings, it is important to:

- Look attentive, sound knowledgeable and be straightforward and honest.
- Be familiar with a systematic and efficient way to handle business brought before the City Commission. The clerk will have prepared a concise and easily understood agenda outlining for you – and the general public – the order in which items will be considered during our meetings. This agenda may allow the general public and you to bring up additional items of business for discussion. Your copy of the agenda will come with a packet of background material and a report from the City Manager. These will be given to you before the meeting, to assist you in making knowledgeable decisions.
- Bring all appropriate documents, notes and memoranda to the meeting. Arrange the material in the same order as the agenda so pertinent information can be found easily.
- Have a reasonable knowledge of parliamentary procedure and the Modern Rules of Order, which the Sturgis City Commission has adopted. This will keep the meeting moving smoothly and efficiently, with a clear indication of each item's disposition. However, too much attention can slow down the meetings with complicated rules.

- Eliminate personal remarks intended to ridicule other people. Regardless of the actual relationships between the Commissioners, the general atmosphere should be relaxed, friendly, efficient and dignified. Sarcasm, innuendos and name-calling should be avoided in interactions with other Commissioners, staff and the public. This does not mean falsehoods, misinterpretations, distortions and challenges to your integrity or honesty should be left unanswered. They should be answered – and sometimes vigorously – but these rejoinders should address the facts rather than the qualities, or lack of them, of the person being addressed.

Cooperate with Other Governmental Units

More and more of the problems the Commission must face extend beyond the legal boundaries of the municipality. Many – water and wastewater treatment, solid waste disposal, healthcare and drug abuse, for example – cross municipal, township, county or state boundaries and must be solved either at a higher level or cooperatively by several different units.

City Negotiations

The City is regularly involved in negotiations, including labor negotiations with employee organizations, leases, development issues, land transfers, and other similar matters. The City Commission's proper role is to provide overall policy direction to the City Manager or other negotiators. The City Commission as a body and individual City Commissioners should not try to conduct negotiations nor should the City Commission intercede in negotiations being conducted by the City staff except in policy-making formats.

City Commission Lobbying

Lobbying of the City's administrative staff by City Commission members is inappropriate. Staff members should be allowed to objectively study or review matters under consideration to which a report is presented to the City Commission. Due to concerns with potential Open Meetings Act violations, Commissioners should refrain from lobbying each other for a potential consensus vote outside of official public meetings.

Attorney Client Communications

The City Commission may require guidance from the City Attorney from time to time and may require that this guidance be communicated privately. Letters from the City Attorney to the City Commission and to the City Manager and City staff are privileged communications between legal council and client. They may be marked confidential or privileged, and if confidential or privileged, they are not to be released to any party without prior authorization of the City Manager or the City Commission. To do so unilaterally would unnecessarily compromise the City's legal position and prevents the City Commission from discussing those opinions in a closed session. All requests or communications to the City Attorney by individual City Commissioner members should be processed through the City Manager or Mayor.

All meetings of the City Commission are subject to the Open Meetings Act. A closed session may be held for specific purposes authorized by the Open Meetings Act upon a successful two-third roll call vote of the commissioners. All discussions and information provided during a closed session should remain confidential and should not be disclosed by a Commissioner to any individual not present during the closed session. No formal action of the Commission can be taken in a closed session. A violation of the Open Meetings Act can subject a public official to personal liability and any intentional violation can be the grounds for a misdemeanor conviction.

Committee Reports to the City Commission

As a part of their positions, City Commissioners are appointed to serve as representatives and liaisons on City Boards and Commissions. While sitting on these Boards and Commissions, they are responsible to represent the City Commission as a whole. This representation should consist of clear, constant and open communication with the rest of the City Commission so that they might best understand what is happening within the City of Sturgis.

City Commission Members' Involvement in Administrative Meetings

City staff may be involved in various preliminary project meetings with citizens, consultants, and prospective developers and so forth at any point in time. The City Commission hires the City Manager to perform these preliminary functions. There are occasionally some situations that call for meetings between the Mayor or designated City Commissioner(s) and the City staff where they will all be involved.

Trust and Team Building between City Commissioners and City Staff

Boundaries should be put in place for department heads, other members of City staff, boards and commissions and the City Commission. City Commission members often have different definitions and levels of trust for each other and city staff. Through the development of boundaries or limits, trust increases. City Commissioners do not want to read about issues or topics in the local newspaper without being advised first. The City Commission recognizes in some instances that the city staff does not always control or know about issues that are publicly reported. During City Commission meetings, the Mayor should deter City Commissioners from becoming disrespectful, creating a situation, interrogating City staff members, making rude comments or in any way appearing to be less than civil toward each other, City staff, petitioners, and the general public. City Commissioners should advise the City Manager, in private, if they have problems with any department head or City staff member. If City Commissioners are not satisfied with the solution or if problems continue, the City Commissioner may bring it to the attention of the entire City Commission in order to get it on the public record, but they should do so in a very polite, civil manner.

City Commissioner ~~Expenses and Pay~~

City Commissioners are paid on the second City payroll of the month in March, June, September, and December. The annual rate of pay is \$3,400.00 for the Mayor and \$2,750.00 for Commissioners. The City also provides an annual family membership to the Doyle Community Center.

City Commissioner Expenses

The City will be responsible for paying for or reimbursing certain expenses related to official duties of a City Commissioner. These are:

- The City will be responsible for paying for Commissioners Attending Michigan Municipal League (MML) conferences and classes, such as those put on by the Michigan Municipal League the MML Capital Conference, MML Annual Convention, and Elected Officials Academy.
- Attending official meetings, tours, or fact-finding actions arranged by City staff and offered to all Commissioners OR such opportunities attended by specific Commissioners appointed by the Commission to serve as a representative of the group.
- Attending other training or City-business related travel opportunities with prior approval by the City Commission.

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In cases where Commissioners are traveling under the above circumstances, where practical, travel expenses for the Commissioner will be arranged and paid for by City staff (including booking of trainings, booking of hotel rooms, and payment for meals). In cases of vehicular travel, all efforts will be made to carpool and otherwise limit expenses incurred. Where City staff cannot directly pay for an expense or where a Commissioner must drive their personal vehicle, expenses incurred will be reimbursed as per the Business Travel Expenses section of the City Employee Handbook. Expenses are to be detailed and provided with documentation (receipts, distance calculations) to the City Manager for processing and payment. If there are any questions regarding applicability, the reimbursement request shall be presented to the City Commission for consideration at the next regular meeting.

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In addition, ~~For~~ for a limited number of Community events (typically dinners) each year, Commission participation is desired, and thus the City ~~reimburses~~ ~~pays for meal or event~~ expenses accrued by both Commissioners and their spouses or significant others.

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Commissioner Apparel and Business Cards

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In order to facilitate their representation as a Commissioner, the City will provide apparel featuring the City logo to Commissioners at certain points during their term/terms. City Commissioners will be provided two (2) items upon their initial election or appointment. Commissioners will have their choice of a polo shirt, button-up dress shirt, or ¾ zip pullover of a value not-to-exceed \$50.00 per item. Upon re-election after their first full term, Commissioners will be provided one (1) additional apparel item of a value not-to-exceed \$50.00 (with the exception of the At-Large Commissioner, who will be provided an additional item after their second full term). Periodically the Commission may choose to purchase City-branded coats for its members; such a purchase can be initiated by Commission action at a public meeting or as part of the budgeting process. Commissioners may choose to make purchases of additional apparel with the City logo at their own expense; they can contact the City Manager's office regarding where such apparel is available.

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The City will also pay for business cards for City Commissioners. These business cards are to be provided in a standard template and identify the Commissioner's name, contact information, and title.

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Section 2: City Commission Meetings

General Rules of Order for Sturgis City Commission Meetings

The Mayor, or in the Mayor's absence the Vice-Mayor or appropriate designee, shall preside over the City Commission Meeting. The State of Michigan Open Meetings Act and the Modern Rules of Order shall govern the conduct of the meeting except as modified pursuant to provisions of the City Charter or special rules adopted by the City Commission.

Regular Meetings

Regular City Commission meetings will be held in the Wiesloch Raum of City Hall on the second and fourth Wednesday of each month beginning at 6:00 p.m. local time.

Special Meetings

From time to time, the City Commission may need to call a Special Meeting to address an issue that cannot wait until the next regularly scheduled meeting. These meetings and public notices will comply with all provisions of the State of Michigan's Open Meetings Act. The City Commission will hold most

Special Meetings at City Hall and will limit any offsite meetings to a location within St. Joseph County. Electronic or virtual public meetings will only be utilized in compliance with the State of Michigan's Open Meetings Act and when utilized will be conducted as per the City's Electronic/Virtual Public Meetings policy.

Work Sessions

The City Commission will also hold Work Sessions which will provide an opportunity to obtain information and discussing a particular issue prior to final consideration which would take place at a Regular or Special Meeting. Work Sessions will also comply with all provisions of the State of Michigan's Open Meetings Act.

Rules To Govern Debate at a Commission Meeting

- The maker of the motion is entitled to speak first.
- A Commissioner may not speak against his or her own motion, but may vote against it.
- All remarks must be limited to the merits of the subject immediately under discussion.
- All remarks must be addressed to and/or through the Mayor.
- Personal comments about other individuals should be avoided.
- Commissioners are seldom referred to by name; rather by title.
- No Commissioner may comment adversely on any prior act of the council that is not under consideration.
- A two-thirds vote is required to close debate.
- A Commissioner may abstain when there is a conflict of interest. A Commissioner who intends on abstaining must announce his or her intentions to the Mayor. He or she may not debate the issue but may be called upon for information.
- A Commissioner may request a full roll call vote for any motion which will then be called in random order, with the Mayor being called last. A Commissioner who is present and is silent during any vote will have their vote counted as a "Yea", unless abstaining according to the previous provision.
- A Commissioner may bring before the City Commission any business that he or she feels should be elaborated upon by the Commission. These matters need not be specifically listed on the City Commission Agenda, but formal action on such matters should be deferred until a subsequent City Commission meeting, except that immediate action may be taken upon a vote of two-thirds of all members.

Rules to Govern Debate during Public Comments

- The speaker should state name and address before speaking.
- Remarks must be confined to the pending issue.
- Remarks shall be limited to two minutes.
- No person shall speak a second time on an issue as long as another is requesting recognition to speak for a first time on the issue. The cumulative time for remarks shall not exceed four minutes by any one speaker.
- Speakers shall not enter into debate with other members of the audience, but shall always address

the Mayor.

- During open debate, the Mayor shall make an effort to alternate between supporting and opposing arguments.
- Rights in regard to debate are not transferable.
- Only members of the Commission or City Staff may advance in front of the podium without permission of the Mayor.

All rules in this section may be suspended or modified by the Mayor upon a showing of just cause and shall be suspended or modified upon a two-third (2/3) majority vote of the Commission.

Voting

The affirmative vote of a majority of the members of the City Commission shall be necessary to adopt any ordinance or resolution. The vote upon the passage of all ordinances, and upon the adoption of all such resolutions as this charter or the City Commission by its rules shall prescribe, shall be taken by "YEA" and "NAY" vote and entered upon the record. (*City Charter, Chapter III, Section 7(b)*)

Section 3: Guidelines for Conduct of City Commissioners

Informational Briefing

As new City Commissioners are elected, it is vital to give them some training and background information before they are introduced to their responsibilities. For this reason, newly elected Commissioners will be strongly advised to participate in an informational session, put on by the City Manager shortly after they are elected or appointed. In the session, Commissioners will review a variety of material regarding the position of Commissioner and the operation of the City of Sturgis. New Commissioners, whether elected or appointed, are also encouraged to meet with the Mayor soon after taking their seat as Commissioner in order to discuss the Commission and review any material the Mayor deems necessary.

Being Well Informed

There is no substitute for thoroughly understanding the issues as well as the federal, state and local laws affecting these issues. As a public official, you will receive an enormous amount of information. It is important to be able to handle this material efficiently and effectively.

- Become familiar with the City of Sturgis Charter. It is our governing document and you can think of it as the constitution of Sturgis.
- Know the duties and limitations of your office and of the municipality. This requires familiarity with the state and federal constitutions, local ordinances, and the court cases interpreting them – as well as your City Charter.
- Know the City of Sturgis. Know its history, its operations, and its finances. Review all reports from the Mayor, City Manager, department heads, and citizen boards and commissions.
- Become familiar with Sturgis' plans. Review the documents provided by the City Manager or Mayor outlining the goals, objectives and plans for Sturgis. These may include the City's Master Plan, as well as Commission priority document(s) such as a Strategic Plan, or specific departmental plans.

- Be aware of current state and federal legislation, pending court cases and other factors that affect local issues. The Michigan Municipal League (MML) and the National League of Cities frequently send materials to help you stay up-to-date.
- Talk to people with differing points of view and relevant information. Your constituents, officials in neighboring villages, cities and townships, and county and state officials will all have important and different perspectives on each issue.

Listening

Although seventy percent of our waking day is spent in some form of communication, and at least six hours a day is spent listening to some form of oral communication, we do not always do this well. Yet, it is imperative for you to listen actively and accurately in order to be an effective City Commission member.

Making Decisions

No governmental official can always make decisions that please everyone. Honest people have honest differences of opinion. Making decisions is not always easy; it takes hard work and practice. However, you, as a Commissioner, must eventually “stand up and be counted.” It is this process by which your constituency judges you and for which it holds you accountable.

A City Commissioner has a legal duty to faithfully fulfill his or her obligations as a City Commissioner. That includes participation at City Commission meetings and discussing and voting upon matters properly brought before the Commission. A City Commissioner should abstain from voting only where he or she has a direct personal or pecuniary interest relating to an issue before the Commission not common to the other Commissioners. If a Commissioner believes that an abstention is necessary, he or she should inform the Mayor that he or she will be abstaining from voting on the matter at hand and should refrain from any discussion of the matter. If a Commissioner is uncertain as to whether or not he or she should abstain from voting on an issue, the question can be presented to the other Commissioners who are authorized by the City Charter to pass upon the qualifications of each Commissioner. Absent a voluntary and proper abstention, or as the result of action taken by the City Commission as a whole, a Commissioner should not abstain from voting on an issue.

While there may be no legal conflict of interest, a City Commissioner also has a duty to avoid the appearance of impropriety or conflict of interest. For example, because the Commission sets the budget for the City and approves expenditures of tax revenues, a Commissioner who is applying for a poverty exemption with respect to the payment of property tax on real estate located within the City may have the appearance of a conflict. In such a situation the affected Commissioner should notify the City Manager at the time the application is submitted and further notify the City Commission in writing if it is approved. The written notification will be presented to the City Commission at a regularly scheduled meeting. Similar notice should be given of any other situation that may call into question the integrity or impartiality of a Commissioner. The other Commissioners could then review the matter and pass on the qualifications of the affected Commissioner to properly serve the City.

Communicate with the Media

If you have had little or no experience with members of the press, whether newspaper, radio or television, you may suddenly realize that public figures live in a different world than the everyday public.

Anything you say in public – whether seriously or jokingly – can appear in the paper or on the TV screen the same day. An unguarded comment about a person or about someone’s idea may be indelibly printed, much to your embarrassment. A poor choice of words, made on the spur of the moment, may be used to distort your opinion on a public issue. It is important to learn to work with the press effectively and comfortably.

Tips for Working with the Media

- Be honest. Covering up, lying and distorting statements and actions are guaranteed to establish poor relations with the press.
- Never say, “No comment.” It is always better to say that you do not have all the facts yet and are not prepared to publicly discuss the issue at this time.
- If you do not know the answer to a question, say so. Offer to refer the reporter to a staff person with more information, or offer to call back later with more details. If you are going to call later, be sure to ask when the reporter’s deadline is, and call promptly.
- Be consistent. Do your best to maintain the same position on public matters from one meeting to the next. If the facts change or you think through an issue and come to a rational change in opinion, be sure to carefully explain that to the media.
- Be cautious. Even though you may trust a reporter, remember that reporters have a story to get and that what you as a public official say, think or do, is news.
- Do not make statements “off the record.” They will only come back to haunt you later.
- Be positive in your attitude toward the press. The media can help the Mayor, manager and Commission communicate the work of the municipality to the citizens of Sturgis. A good working relationship can be established if the commission is open in its dealings with the press. Under the Open Meetings Act, the press is entitled to attend all public meetings. Provide members of the press with copies of reports, recommendations and other documents related to the business of the City and initiate contact with reporters rather than waiting for them to come to you.
- Speaking on behalf of the City Commission. Commissioners should remember that they speak with one voice through the actions taken at a Commission meeting. When one Commissioner speaks to the press however, that Commissioner should remind the press that they are speaking to them on their own behalf, and not on behalf of the Commission as a whole. A single Commissioner should not attempt to interpret the thoughts of their fellow Commissioners.

Commission Meeting Dress Code for City Commissioners and Staff

In order to show respect and dignity for City Commission proceedings, a certain level of dress is expected from Commissioners and staff at meetings of the City Commission. A minimum of “business casual” dress will be expected of Commissioners and staff at all regular City Commission meetings, with more formal attire such as suits and ties for men or skirts and dresses for women optional.

Training

City Commissioners are encouraged to take advantage of the many training opportunities that are offered throughout the State. The Michigan Municipal League, which the City of Sturgis is a member, offers different types of seminars throughout the year and in many locations. Newly elected or appointed Commissioners are encouraged to attend the League’s elected official’s academies which can provide information about the responsibilities of the office, knowledge of critical rules and procedures,

and insight on being an effective leader. Experienced Commissioners can continue to gain knowledge on specific topics and changing regulations and are encouraged to attend seminars totaling at least two hours per year.

The City of Sturgis adopted a resolution designating the National Incident Management System (NIMS) as the basis for all incident management in the city. As a part of this program, many City officials are required to be trained on parts of the system, specifically IS 100/200 and 700/800. As part of NIMS, the Mayor and Vice-Mayor are required to receive this training.

Section 4: Commissioner Resignation / Appointment Guidelines

Resignations from the City Commission and subsequent appointments by the Commission to fill vacancies will follow the following guidelines:

- City Commissioners are asked to provide as much notification time as possible if they anticipate the need to resign from the City Commission. This will allow time to seek a replacement. The City Commission will, when reasonably feasible, make the appointment within 20 days of the effective date of the resignation. If the resignation will take place within the last six months of a Commissioner's term, no replacement will be sought.
- After official notification of a resignation is provided at a City Commission meeting, the City Clerk will prepare a media release and place the following ad in the local newspaper twice:

NOTICE
The Sturgis City Commission is seeking applications
for ____ Precinct Commissioner.

In order to apply, you will need to:

- 1) Ensure that you are a registered voter in the ____ Precinct. You may contact the City Clerk's office to find out that information, (269) 651-2321.
- 2) Provide your name, address, home phone, employer, employer address, and employer phone.
- 3) Provide a short essay expressing your reasons for seeking appointment as ____ Precinct Commissioner. Please include a resume, any special qualifications, references, and any potential conflicts of interest in serving on the Sturgis City Commission.

When you are finished assembling this information, please forward it to the attention of the City Clerk, 130 N. Nottawa, Sturgis, MI 49091. The deadline to receive all applications is ____ **at 12:00 p.m. (Noon).**

- Interviews, (led by the Mayor and with the involvement of the entire City Commission), of the interested candidates will take place at a work session, prior to a regular meeting, as soon as practical after notice of a resignation. Interviews will be held in the City Hall Conference Room. A decision will be made by the City Commission at their next regular meeting following the work session. The appointee will be sworn in and seated as a Commissioner at the following regular meeting unless the resignation becomes effective at a later date.

Signatures (section to be completed by City Manager or City Clerk)

CITY MANAGER Reviewed <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Michael L. Hughes City Manager	CITY COMMISSION Approved <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> City Commission Meeting Date: 11/8/10 Motion: Comm. Malone Second: Comm. Littman Vote: 8 Yea ; 1 Nay
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Revision History

Revision Date	Section(s) Revised	City Manager Reviewed / Approved	Commission Approved
xx/xx/xx	List headings with revisions	Include initials and date	Indicate either N/A or date of approval
11/8/2010	Added: Commissioner Resignation / Appointment Guidelines (previously separate policy); changed meeting time to 7:30 from 7:00; incorporated General Rules of Order (prev. separate policy)		
11/12/2012	Added: Provisions for Special Meetings and Work Sessions		11/12/2012
11/25/2013	Added: Dates for Commissioner Payment and adjusted pay amounts per Elected Officials Compensation Commission recommendation; Added Commissioner notice if receiving tax exemption benefits		11/25/2013
12/09/15	Change to dress code section. Clarifies staff dress at Commission Meetings		12/09/15
6/19/19	Meeting time change from 7:30 p.m. to 6:00 p.m.		6/19/19
8/11/21	Changed the appointment and seating of a new Commissioner to subsequent meetings		8/11/21

11/10/23	Changed Special Meetings Section to remove language inconsistent with Open Meetings Act and add language to reflect electronic meetings policy; added language on voting for Commission action consistent with Charter		11/10/23
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**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 5A



PROCLAMATION OF THE CITY OF STURGIS

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world, and;

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and;

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and;

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE BE IT RESOLVED, as Mayor of the City of Sturgis I do hereby proclaim April 26th 2024, as

 **Arbor Day**

In the City of Sturgis and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands,

AND FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Frank Perez, Mayor

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 5B



PROCLAMATION OF THE CITY OF STURGIS

FAIR HOUSING MONTH

WHEREAS, The Fair Housing Act was enacted on April 11, 1968 and enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the Fair Housing Act seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing and to emphasize equal housing as a fundamental human right for all; and

WHEREAS, individuals in Sturgis have the right to choose where to live without discrimination based on race, color, religion, age, sex, disability, gender identity, familial status or national origin; and

WHEREAS, the City of Sturgis fully supports the intent and purpose of the Federal Fair Housing Act and looks to promote and further policies and practices in order to achieve the goal of ending housing discrimination.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Sturgis does hereby declare the month of April 2024 as “Fair Housing Month” in Sturgis.

Frank Perez, Mayor

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, MARCH 27, 2024
WIESLOCH RAUM – CITY HALL**

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

The Pledge of Allegiance was said by all present.

The Invocation was given by Vice-Mayor Miller.

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

Commissioners absent: None

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

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 March 27, 2024 as presented.

8A. Action of Minutes of Previous Meetings

- APPROVE the minutes from the March 11, 2024 work session as presented.
- APPROVE the minutes from the March 11, 2024 regular meeting as presented.

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$712,327.20 as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Mayor Perez opened the Public Hearing related to the 2024 Sidewalk Repair on Main Street.

City Engineer Barry Cox provided details on the sidewalk repairs that would occur on Main Street as part of the street reconstruction.

Courtney Reingardt, 107 E. Main, inquired about the amount of her assessment. Mr. Cox questioned whether or not his calculations are correct on her parcel. Mr. Cox will review all of the calculations and bring that back to the City Commission.

There were no other comments from the public.

Mayor Perez adjourned the Public Hearing to a future meeting.

City Engineer Barry Cox provided details on the bids related to Storm Sewer cleaning and televising. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the bid from M&K Jetting & Televising, LLC in the amount of sixty thousand, two hundred and ten dollars (\$60,210.00) for storm sewer CCTV and authorize the City Manager to sign all necessary documents on behalf of the City.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve a contingency budget of six thousand dollars (\$6,000.00), approximately 10% of the project award, for the Storm Sewer CCTV 2024 project.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Clerk/Treasurer Kenneth Rhodes provided information on LDFA resolution expanding the boundaries.

Moved by Comm. Hile and seconded by Comm. Smith to adopt the Resolution Approving Amendments to Development Plan and Tax Increment Financing Plan for the Local Development Finance Authority of the City of Sturgis as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 6:36 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				
03-26-2024	248645M	06507	SPECTRA TECH LLC	61,938.45
03-28-2024	248646M	00666	LOCKPORT TOWNSHIP TREASURER	100.00
04-01-2024	248647M	00666	LOCKPORT TOWNSHIP TREASURER	25.00
03-28-2024	PR0633M	00061	CITY OF STURGIS PAYROLL	342,282.58
03-27-2024	T16575M	00108	STATE OF MICHIGAN	57,110.75
03-25-2024	T16576M	05875	ALERUS FINANCIAL/MERS-STIPEND	2,400.00
03-18-2024	T16577M	04197	MI PUBLIC POWER AGENCY	190,127.75
03-25-2024	T16578M	04197	MI PUBLIC POWER AGENCY	133,334.59
03-28-2024	T16579M	01127	STATE OF MICHIGAN	690.00
03-28-2024	T16580M	01127	STATE OF MICHIGAN	1,602.50
04-04-2024	T16581M	00197	CITY OF STURGIS UTILITIES	20,688.78
04-01-2024	T16582M	06121	GB SOLAR TE 2020 HOLDINGS LLC	92,041.65
04-04-2024	T16583M	03770	MICHIGAN GAS UTILITIES	201.15
04-04-2024	T16584M	03770	MICHIGAN GAS UTILITIES	43.00
04-02-2024	T16585M	03770	MICHIGAN GAS UTILITIES	20.63
04-04-2024	T16586M	03770	MICHIGAN GAS UTILITIES	199.60
04-01-2024	T16587M	04389	FRONTIER COMMUNICATIONS A	105.86
04-12-2024	T16588M	00197	CITY OF STURGIS UTILITIES	11,806.78
04-10-2024	T16589M	03770	MICHIGAN GAS UTILITIES	154.40
04-10-2024	T16590M	03770	MICHIGAN GAS UTILITIES	966.30
04-20-2024	T16591M	00197	CITY OF STURGIS UTILITIES	9,642.66
04-01-2024	T16592M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
04-12-2024	T16593M	04389	FRONTIER COMMUNICATIONS A	52.15
04-12-2024	T16594M	04389	FRONTIER COMMUNICATIONS A	26.08
04-12-2024	T16595M	04389	FRONTIER COMMUNICATIONS A	242.70
04-12-2024	T16596M	04389	FRONTIER COMMUNICATIONS A	101.44
04-12-2024	T16597M	04389	FRONTIER COMMUNICATIONS A	202.64
04-11-2024	T16598M	03770	MICHIGAN GAS UTILITIES	48.28
04-11-2024	T16599M	03770	MICHIGAN GAS UTILITIES	1,076.84
04-20-2024	T16600M	00197	CITY OF STURGIS UTILITIES	5,915.74
03-11-2024	T16601M	04197	MI PUBLIC POWER AGENCY	210,640.50
03-01-2024	T16602M	00062	CITY OF STURGIS-EMPLOYEE INS	72,199.10
03-01-2024	T16603M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,903.08
03-01-2024	T16604M	00065	DOYLE MEMBERSHIP TRANSFER	3,083.98
03-01-2024	T16605M	00063	CITY OF STURGIS TAX TRANSFER	17,702.15
03-01-2024	T16606M	05123	COMERICA BANK-INST TRUST SERV	29,628.78
03-01-2024	T16607M	03229	CITY OF STURGIS-WORKERS COMP	2,790.53
03-01-2024	T16608M	00064	INTL CITY MGMT ASSOC RETR CORP	8,951.05
03-15-2024	T16609M	00062	CITY OF STURGIS-EMPLOYEE INS	72,199.10
03-15-2024	T16610M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,920.54
03-15-2024	T16611M	00065	DOYLE MEMBERSHIP TRANSFER	3,049.60
03-15-2024	T16612M	00063	CITY OF STURGIS TAX TRANSFER	17,815.15
03-15-2024	T16613M	05123	COMERICA BANK-INST TRUST SERV	30,030.19
03-15-2024	T16614M	03229	CITY OF STURGIS-WORKERS COMP	2,745.33
03-15-2024	T16615M	00064	INTL CITY MGMT ASSOC RETR CORP	8,986.59
04-01-2024	T16616M	04088	BLUE CROSS BLUE SHIELD OF MI	21,485.50
04-10-2024	T16617M	04421	AT&T MOBILITY	718.80
04-19-2024	T16618M	03770	MICHIGAN GAS UTILITIES	1,025.49
04-19-2024	T16619M	03770	MICHIGAN GAS UTILITIES	930.68
04-19-2024	T16620M	03770	MICHIGAN GAS UTILITIES	184.06
04-01-2024	T16621M	04197	MI PUBLIC POWER AGENCY	160,754.70
04-15-2024	T16622M	04389	FRONTIER COMMUNICATIONS A	604.00

Date	Check#	Vendor	Vendor Name	Amount
04-18-2024	T16623M	04389	FRONTIER COMMUNICATIONS A	232.79
04-15-2024	T16624M	04389	FRONTIER COMMUNICATIONS A	54.13
04-11-2024	T16625M	02909	CHARTER COMMUNICATIONS	779.87
04-01-2024	T16626M	00449	CENTURY BANK & TRUST	6,221.68
04-01-2024	T16627M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
03-28-2024	T16628M	00062	CITY OF STURGIS-EMPLOYEE INS	72,199.10
03-28-2024	T16629M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,121.55
03-28-2024	T16630M	00065	DOYLE MEMBERSHIP TRANSFER	4,119.16
03-28-2024	T16631M	00063	CITY OF STURGIS TAX TRANSFER	18,824.72
03-28-2024	T16632M	05123	COMERICA BANK-INST TRUST SERV	30,573.16
03-28-2024	T16633M	03229	CITY OF STURGIS-WORKERS COMP	2,913.52
03-28-2024	T16634M	00064	INTL CITY MGMT ASSOC RETR CORP	9,733.62
Automatic Checks				
04-10-2024	248648	06494	ACME SPORTS INC	3,055.00
04-10-2024	248649	03382	AGILE SAFETY LLC	187.04
04-10-2024	248650	00332	ALEXANDER CHEMICAL CORP	332.50
04-10-2024	248651	00002	ALL-PHASE ELECTRIC SUPPLY	17.14
04-10-2024	248652	06119	AMAZON.COM SALES INC	2,189.18
04-10-2024	248653	04905	ARCOSA SHORING PRODUCTS INC	961.49
04-10-2024	248654	03576	ARROW SERVICES INC	83.00
04-10-2024	248655	06117	BENITA ANN LEWIS	30.00
04-10-2024	248656	00072	BIRD, SCHESKE, REED & BEEMER,	7,750.00
04-10-2024	248657	00132	BOFA INC	12.00
04-10-2024	248658	00006	BOLAND TIRE INC	618.76
04-10-2024	248659	02004	BRANCH HILLSDALE ST JOE HEALTH	265.00
04-10-2024	248660	05125	CANNON TECHNOLOGIES	20,267.52
04-10-2024	248661	00364	CAROL DUSTIN	320.00
04-10-2024	248662	00041	CHUCK RICKETT	300.00
04-10-2024	248663	00041	CONNIE BALLYEAT	36.00
04-10-2024	248664	06325	COTTIN'S HARDWARE	85.86
04-10-2024	248665	06019	CRONKHITE CEMETERY SERVICES	4,200.00
04-10-2024	248666	06158	CULLIGAN WATER OF STURGIS	91.30
04-10-2024	248667	00160	DURY OIL CO	164.25
04-10-2024	248668	06508	ECLIPSE WINDOW TINTING	873.36
04-10-2024	248669	06361	ECOLAYERS INC	775.00
04-10-2024	248670	06381	EDM INTERNATIONAL INC	290.00
04-10-2024	248671	00166	ELHORN ENGINEERING CO	1,345.00
04-10-2024	248672	00578	EMCOR SERVICES SHAMBAUGH	7,696.05
04-10-2024	248673	04955	ENVIRO-CLEAN	6,158.00
04-10-2024	248674	05745	ERICA VARGAS SARCO	100.00
04-10-2024	248675	05304	EVERBRIDGE INC	3,800.00
04-10-2024	248676	01204	FERGUSON DBA POLLARDWATER	120.17
04-10-2024	248677	05490	FERGUSON WATERWORKS #3386	114.99
04-10-2024	248678	01182	FIEBIG JEWELERS INC	200.00
04-10-2024	248679	00013	FISHBECK	6,100.00
04-10-2024	248680	05583	FITNESS THINGS INC	2,114.33
04-10-2024	248681	04389	FRONTIER COMMUNICATIONS A	5,690.00
04-10-2024	248682	06505	GALLS LLC	2,555.17
04-10-2024	248683	02082	GECKO SECURITY LLC	996.00
04-10-2024	248684	00183	GRAINGER INC	714.48
04-10-2024	248685	03402	SHARON HUDSON	240.00
04-10-2024	248686	04922	HUTSON ASSESSING INC	5,047.50

Date	Check#	Vendor	Vendor Name	Amount
04-10-2024	248687	03608	ID NETWORKS INC	1,995.00
04-10-2024	248688	04543	J & B MEDICAL SUPPLY INC	70.00
04-10-2024	248689	01101	JANENE KOSMAN	60.00
04-10-2024	248690	06379	JM TEST SYSTEMS LLC	308.50
04-10-2024	248691	06314	JODIE M JOHNSON	20.00
04-10-2024	248692	06217	JOHN J FLOWERS	40.00
04-10-2024	248693	05910	JOINT APPR & TRAIN TRUST FUND	18,000.00
04-10-2024	248694	06482	KENDRICK STATIONERS	48.00
04-10-2024	248695	03284	TERRY KOEHL	240.00
04-10-2024	248696	00581	KRONTZ GENERAL MACHINE & TOOL	20.00
04-10-2024	248697	04071	KS AUTO SERVICE INC	696.15
04-10-2024	248698	00212	KSS ENTERPRISES	9.08
04-10-2024	248699	05977	LAKELAND INTERNET LLC	106.94
04-10-2024	248700	00041	LARRY NUSBAUM	41.00
04-10-2024	248701	00394	LAWSON-FISHER ASSOCIATES PC	3,332.13
04-10-2024	248702	05818	LAZER EXPRESSIONS LLC	192.00
04-10-2024	248703	00220	LITHO PRINTERS INC	1,186.08
04-10-2024	248704	06464	LRS LLC	1,293.24
04-10-2024	248705	05156	M A A C PROPERTY SERVICES	2,790.70
04-10-2024	248706	06509	MAGIC CAPITAL GRILLE	200.00
04-10-2024	248707	03095	MARY DRESSER	30.00
04-10-2024	248708	06488	MEAD AND HUNT INC	4,412.45
04-10-2024	248709	00505	STATE OF MICHIGAN	16,000.00
04-10-2024	248710	00238	MIDWEST COMMUNICATION SERVICES	4,145.39
04-10-2024	248711	05541	MILLER, CANFIELD, PADDOCK	3,895.00
04-10-2024	248712	06461	NEW BLUE INC	3,750.00
04-10-2024	248713	03104	PHILLIPS STEEL CORPORATION	2,530.00
04-10-2024	248714	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,528.60
04-10-2024	248715	00485	POWER LINE SUPPLY	344.00
04-10-2024	248716	01110	PRO-TECH SALES	796.00
04-10-2024	248717	04481	PROF SPORTS SPECIFIC TRAINING	270.00
04-10-2024	248718	04251	RAI JETS LLC	1,260.00
04-10-2024	248719	00035	RESCO	381.61
04-10-2024	248720	06038	REVOLUTION HEALTH, P.C.	110.00
04-10-2024	248721	06020	RICHMOND SANITARY SERVICE INC	557.00
04-10-2024	248722	05682	ROBERT TAYLOR	90.00
04-10-2024	248723	05379	S & S INDUSTRIAL SUPPLY	229.11
04-10-2024	248724	00041	SHANNA BERCAW	300.00
04-10-2024	248725	05867	SOYSOLV BIOSOLVENTS LLC	2,160.00
04-10-2024	248726	06487	STURGIS ACE HARDWARE	231.86
04-10-2024	248727	02310	STURGIS CIVIC PLAYERS	2,721.00
04-10-2024	248728	01809	STURGIS GRIDIRON CLUB	100.00
04-10-2024	248729	03483	STURGIS HOSPITAL	480.00
04-10-2024	248730	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
04-10-2024	248731	06281	T MOBILE USA INC	446.06
04-10-2024	248732	06107	TALIA YEOMAN	415.00
04-10-2024	248733	00046	TELE-RAD INC	825.00
04-10-2024	248734	06091	THE ARMSTRONG MONITORING CO	1,664.00
04-10-2024	248735	04429	THE PAPERS INC	195.00
04-10-2024	248736	06426	TRACY LIVELY LLC	20.00
04-10-2024	248737	01238	UNITED PARCEL SERVICE	213.97
04-10-2024	248738	00556	VIVIAN VANNEST	300.00
04-10-2024	248739	03511	WASTE MANAGEMENT	1,773.78

Date	Check#	Vendor	Vendor Name	Amount
04-10-2024	248740	02948	WITMER PUBLIC SAFETY GROUP INC	212.02
04-10-2024	D02266	00337	AMERICAN PUBLIC POWER ASSOC	250.00
04-10-2024	D02267	04066	BORDEN WASTE-AWAY SERVICE INC	6,401.18
04-10-2024	D02268	02983	CINTAS LOCATION #351	1,009.71
04-10-2024	D02269	03929	EMERGENCY MEDICAL PRODUCTS INC	349.06
04-10-2024	D02270	00157	JACK DOHENY COMPANIES INC	3,008.85
04-10-2024	D02271	00019	KENDALL ELECTRIC INC	456.02
04-10-2024	D02272	03944	LINDE GAS & EQUIPMENT INC	1,023.77
04-10-2024	D02273	06238	LUBRICATION ENGINEERS, INC	2,570.37
04-10-2024	D02274	06250	MARANA GROUP	3,128.91
04-10-2024	D02275	05121	MICKEY'S LINEN	325.96
04-10-2024	D02276	06026	MID-CITY SUPPLY CO INC	22.71
04-10-2024	D02277	06069	NAPA AUTO PARTS	42.60
04-10-2024	D02278	01411	NCL OF WISCONSIN INC	2,253.45
04-10-2024	D02279	00479	PEERLESS-MIDWEST INC	1,300.00
04-10-2024	D02280	03091	PRIME QUALITY ELECTRIC LLC	473.31
04-10-2024	D02281	00279	RATHCO SAFETY SUPPLY	263.93
04-10-2024	D02282	06125	THE COPY IMAGE INC	278.00
Manual Total				\$1,760,206.69
Automatic Total				\$201,122.92
Grand Total				\$1,961,329.61

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 03/24/2024
PR0633M PAYROLL DATE 03/28/2024

GENERAL	\$162,140.04
MAJOR STREET	8,782.09
LOCAL STREET	5,821.04
CEMETERY	5,116.36
AIRPORT	1,094.62
BUILDING	3,611.77
STURGES-YOUNG CENTER FOR THE ARTS	6,102.53
RECREATION	2,687.20
DOYLE RECREATION CENTER	10,082.34
AMBULANCE	14,679.97
ELECTRIC	87,809.49
SEWER	17,401.43
WATER	14,397.83
MOTOR VEHICLE	2,555.87
Payroll Sub-Total	\$342,282.58

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8C

RESOLUTION
TRANSFER OF PROPERTY FROM FAWN RIVER TOWNSHIP (Agreement #5)

WHEREAS, the City of Sturgis (“City”) and the Township of Fawn River (“Township”) entered into an Agreement for Conditional Transfer of Property (Agreement #5), with an effective date of January 29, 2018; and

WHEREAS, Agreement #5 provides that initially only limited jurisdiction was transferred to the City for certain parcels as described in the Exhibits to Agreement #5, and full jurisdiction over these parcels would transfer immediately from the Township to the City if any one of several stated events occurs; and

WHEREAS, the one of the stated events for the transfer of full jurisdiction over these parcels involves the owner of record of the property within the Transferred Area ceasing to have title to such real property on or after the effective date of Agreement #5 (January 29, 2018); and

WHEREAS, the owner of record on the effective date of Agreement #5 has sold the properties listed below and, accordingly, full jurisdiction of the parcels has been transferred from the Township to the City effective immediately.

NOW THEREFORE, IT IS RESOLVED THAT full jurisdiction for all purposes of the following parcels of land identified below and shown on Exhibit B of Agreement #5 are certified to have been transferred from the Township to the City effective immediately;

Owner	Property Address	Parcel Number (Township)	Parcel Number (City)
Jamie & Sharon Crites	Farwell Avenue – Lot 1, Block 9	75-005-120-085-00	75-052-460-085-00
Jamie & Sharon Crites	Farwell Avenue – Lot 3, Block 9	75-005-120-087-00	75-052-460-087-00

Legal description of parcels:

Lot 1, Block 9, Maplecrest, according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan in Liber 2 of Plats on Page 9.

Lot 3, Block 9, Maplecrest, according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan in Liber 2 of Plats on Page 9.

Location map of parcels: See attached Exhibit B.

BE IT FURTHER RESOLVED THAT, in accordance with Section 2.1 of Agreement #5, the City Commission hereby certifies that events have occurred transferring full jurisdiction over said parcels to the City, and the filing of this Resolution and either a similar resolution adopted by the Fawn River Township Board or sixty (60) days has passed since this resolution was adopted shall be sufficient to evidence the transfer of full jurisdiction over the above parcels to the City.

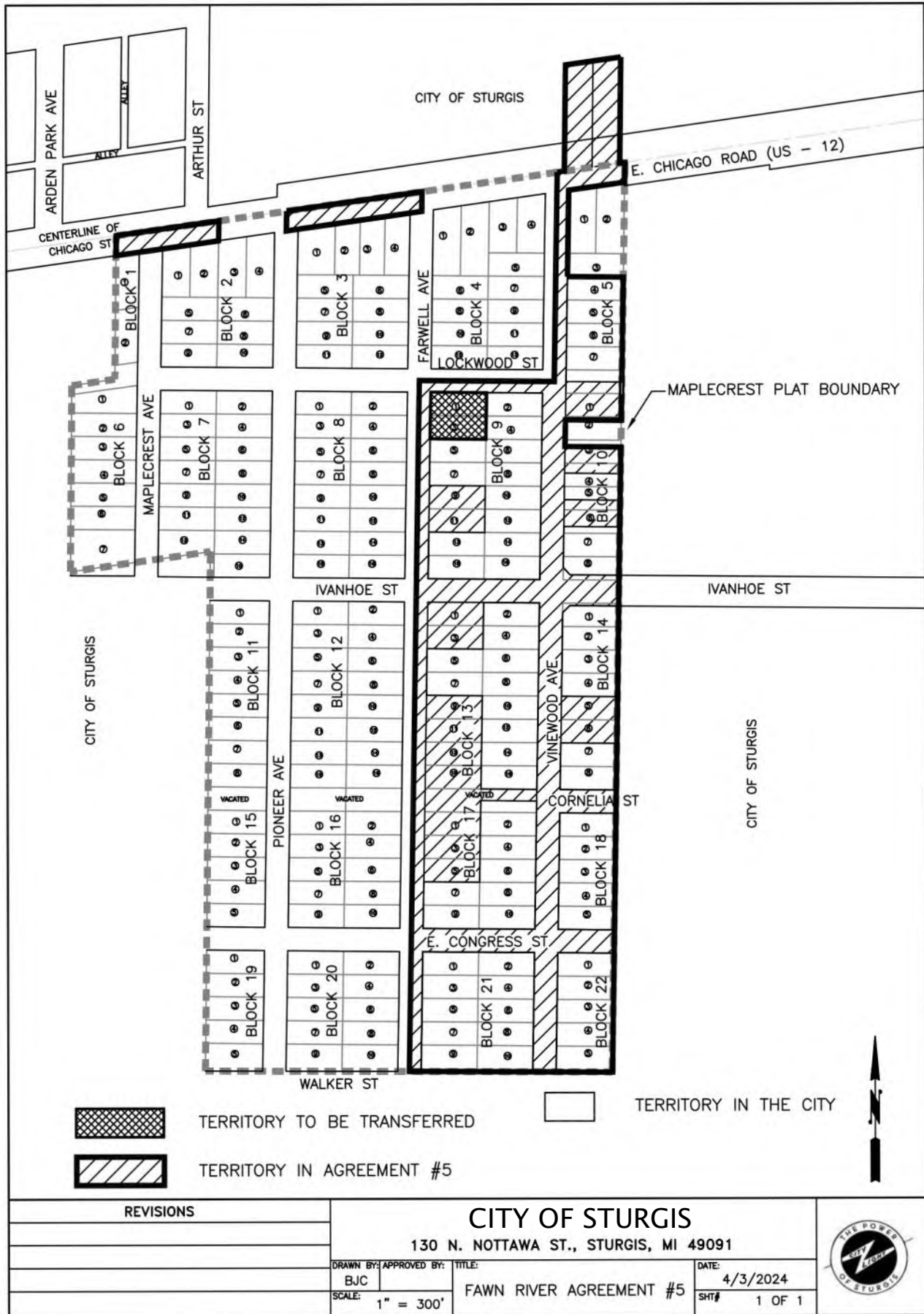
BE IT FURTHER RESOLVED THAT, the City Manager is authorized and directed to file certified copies of this Resolution with the Township Clerk, the St. Joseph County Clerk and the Office of the Great Seal of the State of Michigan to evidence that the transfer of full jurisdiction to the City of said parcels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

Voting Yea: _____

Voting Nay: _____ **Absent:** _____

RESOLUTION ADOPTED.

EXHIBIT B



**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 9A

NOTICE OF ESTIMATED SPECIAL ASSESSMENT

NOTICE IS HEREBY GIVEN that the CITY OF STURGIS, by Resolution passed by its City Commission at a meeting held on the ____ day of _____, 2024, has determined to make a public improvement consisting of (the repair of existing sidewalks), and that said improvement may be assessed on the following described parcels of real estate in the estimated amounts indicated:

Tax I.D. #	OWNER	ADDRESS	Amount
75-052-040-047-00	John Lewis	506 N. Nottawa	\$ 80.00
75-052-040-055-00	Miranda McCann	105 W. Main	\$160.00
75-052-040-056-00	Shawn & Kaitlyn Forsyth	107 W. Main	\$608.00
75-052-040-057-00	Charlan Hamilton	109 W. Main	\$472.00
75-052-040-028-00	Ceasar Lopez Garcia	201 W. Main	\$180.00
75-052-040-029-00	Kenneth Barrett	203 W. Main	\$1,034.00
75-052-040-032-00	Burke & Kimberly Kaylor	205 W. Main	\$400.00
75-052-040-033-00	Burke & Kimberly Kaylor	207 W. Main	\$350.00
75-052-040-036-00	Affalter Rentals, Inc.	209 W. Main	\$330.00
75-052-040-037-00	Richard Walters	211 W. Main	\$320.00
75-052-040-040-00	Fidel Sanchez & Estefany Ruiz	213 W. Main	\$1,216.00
75-052-040-041-00	Fidel Sanchez	215 W. Main	\$610.00
75-052-040-046-00	Mayuiers Home Rentals, LLC	217 W. Main	\$576.00
75-052-430-037-00	Matilde Hernandez	104 E. Main	\$380.00
75-052-430-035-00	Jesus Lopez Garcia	106 E. Main	\$400.00
75-052-430-043-00	Doug & Theresa Camburn	409 N. Nottawa	\$2,040.00
75-052-430-041-00	Courtney Reingardt	107 E. Main	\$480.00
75-052-430-034-00	John Fair Jr. & Ryan Parker	108 E. Main	\$300.00
75-052-430-017-00	Larry Benton	200 E. Main	\$460.00
75-052-430-040-15	Jesus Medina-Munoz	201 E. Main	\$880.00
75-052-430-039-00	Cuauhtemoc Rodriguez	205 E. Main	\$240.00
75-052-430-038-00	Jose Noe Munoz-Carmona	207 E. Main	\$1,358.00
75-052-250-038-00	Adolfo Quiroz & Maria Bucio	211 E. Main	\$160.00
75-052-250-037-00	Beverly Washington	213 E. Main	\$80.00
75-052-430-016-00	Cole Fisher	402 George	\$770.00

Executed as of the _____ day of _____, 2024.

THE CITY OF STURGIS

By: _____
Mayor

By: _____
Clerk

STATE OF MICHIGAN,)
) ss:
COUNTY OF ST. JOSEPH.)

On this ____ day of _____, 2024 personally appeared before me, a Notary Public in and for the County of St. Joseph, Michigan, Francisco Perez, Mayor of The City of Sturgis and Kenneth Rhodes, Clerk of The City of Sturgis and each say that they have executed the foregoing Notice of Special Assessments of their free act and deed.

Notary Public
St. Joseph County, Michigan
My Commission Expires: _____

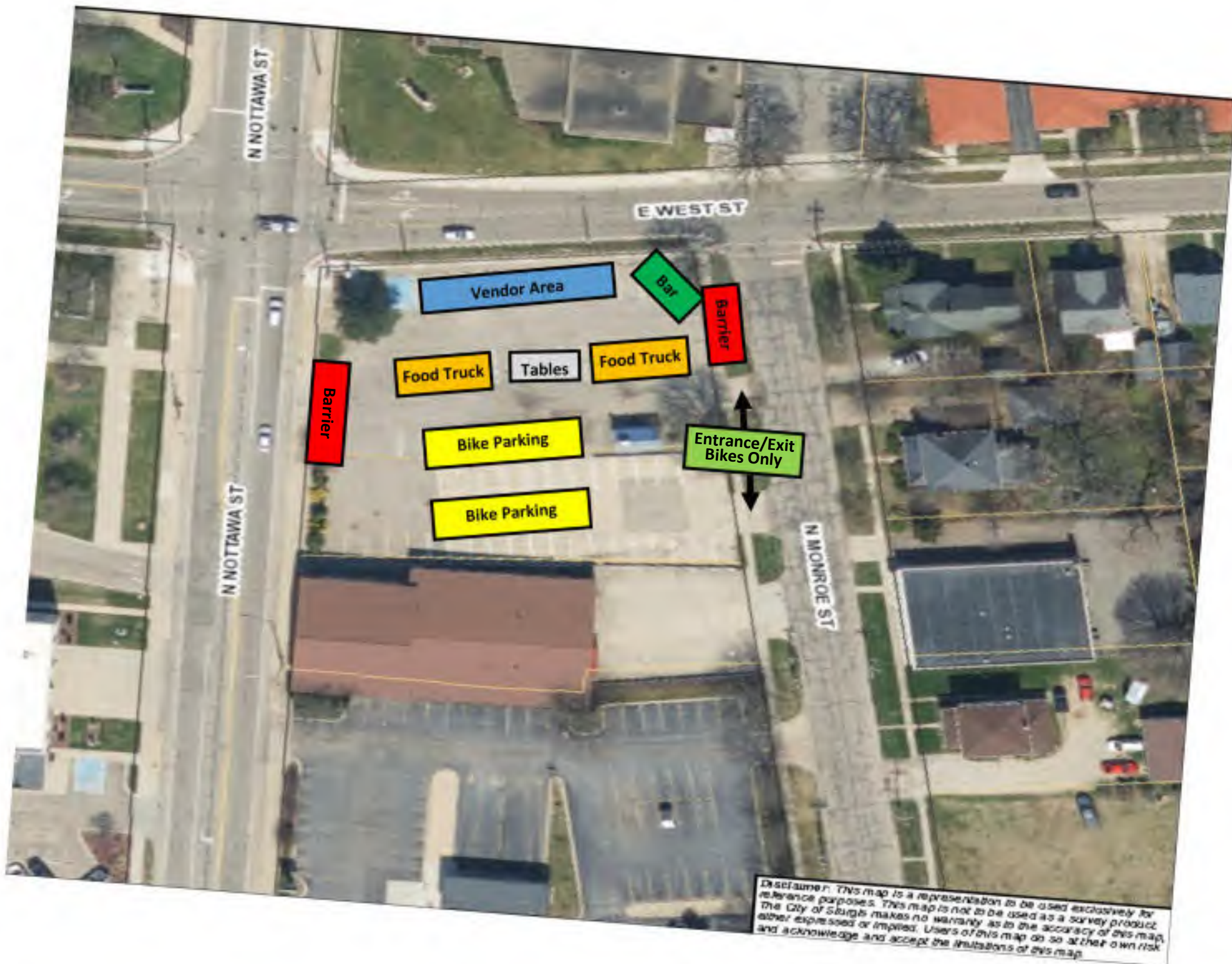
Prepared in the offices of:
Bird, Scheske, Reed, & Beemer
227 West Chicago Road
P.O. Box 7158
Sturgis, Michigan 49091
By: T.J. Reed
(269) 651-2445

Main St. Special Assessment Estimate Comparison

Tax ID	Owner	Address	Original Amount	Revised Amount	Difference
75-052-040-047-00	John Lewis	506 N. Nottawa	\$330.00	\$80.00	(\$250.00)
75-052-040-055-00	Miranda McCann	105 W. Main	\$160.00	\$160.00	\$0.00
75-052-040-056-00	Shawn & Kaitlyn Forsyth	107 W. Main	\$569.00	\$608.00	\$39.00
75-052-040-057-00	Charlan Hamilton	109 W. Main	\$472.00	\$472.00	\$0.00
75-052-040-028-00	Cesar Lopez Garcia	201 W. Main	\$80.00	\$180.00	\$100.00
75-052-040-029-00	Kenneth Barrett	203 W. Main	\$1,078.00	\$1,034.00	(\$44.00)
75-052-040-032-00	Burke & Kimberly Kaylor	205 W. Main	\$1,340.00	\$400.00	(\$940.00)
75-052-040-033-00	Burke & Kimberly Kaylor	207 W. Main	N/A	\$350.00	\$350.00
75-052-040-036-00	Affalter Rentals, Inc.	209 W. Main	\$642.00	\$330.00	(\$312.00)
75-052-040-037-00	Richard Walters	211 W. Main	\$970.00	\$320.00	(\$650.00)
75-052-040-040-00	Fidel Sanchez & Estefany Ruiz	213 W. Main	\$1,168.00	\$1,216.00	\$48.00
75-052-040-041-00	Fidel Sanchez	215 W. Main	\$810.00	\$610.00	(\$200.00)
75-052-040-046-00	Mayuiers Home Rentals, LLC	217 W. Main	\$584.00	\$576.00	(\$8.00)
75-052-430-037-00	Matilde Hernandez	104 E. Main	\$418.00	\$380.00	(\$38.00)
75-052-430-035-00	Jesus Lopez Garcia	106 E. Main	\$392.00	\$400.00	\$8.00
75-052-430-043-00	Doug & Theresa Camburn	409 N. Nottawa	N/A	\$2,040.00	\$2,040.00
75-052-430-041-00	Courtney Reingardt	107 E. Main	\$2,270.00	\$480.00	(\$1,790.00)
75-052-430-034-00	John Fair Jr. & Ryan Parker	108 E. Main	\$320.00	\$300.00	(\$20.00)
75-052-430-017-00	Larry Benton	200 E. Main	\$460.00	\$460.00	\$0.00
75-052-430-040-15	Jesus Medina-Munoz	201 E. Main	\$480.00	\$880.00	\$400.00
75-052-430-039-00	Cuauhtemoc Rodriguez	205 E. Main	\$240.00	\$240.00	\$0.00
75-052-430-038-00	Jose Noe Munoz-Carmona	207 E. Main	\$1,198.00	\$1,358.00	\$160.00
75-052-250-038-00	Adolfo Quiroz & Maria Bucio	211 E. Main	\$240.00	\$160.00	(\$80.00)
75-052-250-037-00	Beverly Washington	213 E. Main	N/A	\$80.00	\$80.00
75-052-430-016-00	Cole Fisher	402 George	\$930.00	\$770.00	(\$160.00)

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A



**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

Estimated Pricing*

City of Sturgis Replacement Plan																	
Vehicle ID	Year	Make	Model	Current Mileage	VIN	Market Value	Replacement	Department/Purpose	Notes	Down Payment	Monthly Payment	Annual Payment	Full Maintenance Rate	Annual Full Mx.	Total Lease & Maintenance Year 1	Term	
3108-21	2021	Dodge	Charger	34,676	2C3CDXKG2MH669591	\$ 3,000.00	2025 Police Interceptor Utility AWD	Police/Patrol	(\$15,000 Upfit)	\$ 7,500.00	\$ 1,391.03	\$ 16,692.36	\$ -	\$ -	\$ 24,192.36	48 1.9 20,000	
3237-15	2015	Chevrolet	Tahoe	124,493	1GNSK2EC1FR619798	\$ 8,500.00	2025 Ford Explorer Base 4x4	Police/Admin	(\$5,000 Upfit)	\$ 1,250.00	\$ 891.72	\$ 10,700.64			\$ 11,950.64	60 1.35 10,000	
208-20	2020	RAM	2500	63,122	3C6UR5CJ0LG120798	\$ 8,500.00	2024 Ford F250 XL 4x4 SD SuperCab 6.75 ft. box	Electric/Foreman	(\$2,500 Upfit)	\$ -	\$ 984.99	\$ 11,819.88			\$ 11,819.88	60 1.35 10,000	
250-20	2020	Dodge	Durango	63,576	1C4SDJFT9LC286650	\$ 4,000.00	2025 Ford Explorer Base 4x4	Electric/Admin/GIS	(\$2,500 Upfit)	\$ -	\$ 891.72	\$ 10,700.64			\$ 10,700.64	60 1.35 10,000	
300-03	2003	RAM	2500	56,852	3D7KA26D03G780244	\$ 2,500.00	2024 Ford F250 XL 4x4 Reg Cab	Parks/Cemetary	(\$2,500 Upfit)	\$ -	\$ 574.11	\$ 6,889.32			\$ 6,889.32	60 1.35 10,000	
901-12	2012	Ford	Focus 4Dr Sedan	50,260	1FAHP3F23CL374572	\$ 1,500.00	2024 Ford Maverick XLT AWD SuperCrew	Community Development/Rental Inspector		\$ -	\$ 574.11	\$ 6,889.32			\$ 6,889.32	60 1.35 10,000	
801-14	2014	Ford	Focus 4Dr Hatchback	35,133	1FADP3K26EL313627	\$ 1,500.00	2024 Ford Maverick XLT AWD SuperCrew	City Hall/SHARED		\$ -	\$ 574.11	\$ 6,889.32			\$ 6,889.32	60 1.35 10,000	
900-15	2015	Ford	Focus 4Dr Hatchback	23,145	1FADP3K28FL264061	\$ 1,500.00	2024 Ford Maverick XLT AWD SuperCrew	IT		\$ -	\$ 574.11	\$ 6,889.32			\$ 6,889.32	60 1.35 10,000	
						Total					Total	Total			Total	Total	
						\$ 31,000.00					\$8,750.00	\$6,455.90	\$77,470.80		\$0.00	\$ 86,220.80	
															Total After Resale		
															\$55,220.80		



CITY OF
Sturgis
MICHIGAN

130 N. Nottawa St.
Sturgis, MI 49091
www.sturgismi.gov
Ph: 269-659-7221
Fax: 269-659-7266

March 27, 2024

Tyler Joldersma
Enterprise Fleet Management
2720 28th St. SE,
Grand Rapids, MI 49512

Dear Tyler Joldersma:

After review and evaluation of 030122-EFM, the City of Sturgis is pleased to award this proposal to Enterprise Fleet Management.

The contract agreement to be prepared as a result of this award will be one which incorporates by reference all the requirements, terms and conditions of the solicitation and the contract proposal as negotiated.

On behalf of the City of Sturgis, we thank you and look forward to a mutually beneficial relationship with your company.

Sincerely,

Holly Keyser
City Controller/Finance Director

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM_____ Customer_____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR: Enterprise FM Trust	
By: Enterprise Fleet Management, Inc. its attorney in fact	
Signature: _____	
By: _____	
Title: _____	
Address: _____	

Date Signed: _____	Date Signed: _____

LESSEE: _____	
Signature: _____	
By: _____	
Title: _____	
Address: _____	

Date Signed: _____	

Initials: EFM_____ Customer_____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$550.00 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
 Enterprise Leasing Company of Georgia, LLC
 Enterprise Leasing Company of Florida, LLC
 Enterprise Leasing Company of KS LLC
 EAN Holdings, LLC
 Enterprise Leasing Company of Orlando, LLC
 Enterprise Leasing Company of Indianapolis, LLC
 Enterprise Rent-A-Car Company of Boston, LLC
 Enterprise Leasing Company of Denver, LLC
 Enterprise Leasing Company of Chicago, LLC
 Enterprise RAC Company of Maryland, LLC
 Enterprise Leasing Company of Philadelphia, LLC
 Enterprise RAC Company of Baltimore, LLC
 Enterprise Leasing Company of Minnesota, LLC
 Enterprise Leasing Company of Detroit, LLC
 Enterprise Leasing Co of Norfolk/ Richmond, LLC
 Enterprise Rent-A-Car Co of San Francisco, LLC
 ELRAC, LLC
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
 Enterprise Rent-A-Car Company of Los Angeles, LLC
 Enterprise RAC Company of Cincinnati, LLC
 CLERAC, LLC
 Enterprise Rent-A-Car Company of Pittsburgh, LLC
 Enterprise Rent-A-Car Company of Wisconsin, LLC
 Enterprise Rent-A-Car Company of UT, LLC
 CAMRAC, LLC
 Enterprise Rent-A-Car Company of Rhode Island, LLC
 Enterprise Leasing Company of Phoenix, LLC
 Enterprise Leasing Company- Southeast, LLC
 Enterprise Leasing Company- West, LLC
 Enterprise Leasing Company- South Central, LLC
 PENRAC, LLC
 Enterprise Rent-A-Car Company of KY, LLC
 Enterprise Rent-A-Car Company - Midwest, LLC
 Enterprise RAC Company of Montana/Wyoming, LLC

This information is for the use of our Fleet Management Department only and is held in strict confidence. Please complete all applicable items.

Company Name _____ DBA Name _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____ Ownership: ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ C-Corp ☐ S-Corp ☐ Non-Profit
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____
 Fleet Manager _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No
 Accounting/CPA Firm _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal
 Published Annual Reports ☐ Yes ☐ No
 Income Tax Returns (3 years) ☐ Yes ☐ No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

☐ Purchasing ☐ Leasing ☐ Finance

Leasing Supplier	Phone #	E-Mail Address	Acct #	# of Vehicles
Financing Source	Phone #	E-Mail Address	Acct #	# of Vehicles

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

I authorize Enterprise Fleet Management to investigate and verify the preceding information in connection with the establishment, maintenance and collection of our account.

Signature _____ Title _____ Date _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ SSN / FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate credit/debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account.

This transaction will be completed confidentially in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

The above agreement is authorized below by the Lessee:

Authorized Signer (Printed): _____ Title: _____
Authorized Signature: _____ Date: _____

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. will use the information provided in this application for the sole purpose of fleet related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

CORPORATE RESOLUTION MOTOR VEHICLE LEASE(S)

RESOLVED, That this Corporation lease from Enterprise Fleet Management, Inc., hereinafter called EFM, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Corporation may require.

RESOLVED FURTHER, that:

NAME	_____	_____	_____
	Print Name	Signature	Title / Or
NAME	_____	_____	_____
	Print Name	Signature	Title / Or
NAME	_____	_____	_____
	Print Name	Signature	Title / Or
NAME	_____	_____	_____
	Print Name	Signature	Title / Or
NAME	_____	_____	_____
	Print Name	Signature	Title / Or
NAME	_____	_____	_____
	Print Name	Signature	Title / Or

are authorized and empowered on behalf of and in the name of this Corporation to execute Motor Vehicle Leases with EFM on such terms as may be agreed to by said person.

RESOLVED FURTHER, that EFM is authorized to act upon this resolution until written notice of its revocation is received by EFM.

I do herby certify that the resolution appearing above is accurate in all material respects as required by law according to the bylaws of this company. Further, I do hereby certify that I am an authorized representative of this company and have been given the authority sign this agreement behalf of this company.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

_____	_____
Date	Print Name

	Signature

	Title

	Company Name

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

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, Wastewater Treatment Plant (WWTP)
Primary Clarifier No. 1 & Intermediate Clarifier No. 1 Replacement

B. Background/Description:

As identified in the Wastewater Treatment Plant's Asset Management Plan (AMP), the Primary Clarifier No. 1 and Intermediate Clarifier No. 1 mechanisms are scheduled to be replaced during the 2024 fiscal year. This Task Order outlines professional design services to prepare bid documents that the City can issue for bids. Bid Phase and Construction Phase Engineering Phase Services are also included.

C. Work Scope:

This task order is to provide Design, Bid and Construction Engineering Phase Services for the WWTP Primary Clarifier No. 1 & Intermediate Clarifier No. 1 replacements. F&V will design the clarifier mechanism replacement project and prepare bidding documents. The City will advertise the project for bids, with some assistance from F&V. On the City's behalf, F&V will issue the Notice of Award, review Performance and Payment Bonds, Certificates of Insurance, prepare Conformed to Contract Documents, issue a Notice to Proceed and assemble the contract documents. F&V will also provide construction phase services.

Primary Clarifier No. 1 improvements include demolition of the existing clarifier mechanism, drive, influent well, steel scum baffle, and catwalk and replacement with a new mechanism, drive, influent well, FRP scum baffle, and catwalk; new disconnect switch and 2-button start/stop controls at the motor; new control and power wiring to the motor, disconnect switch, and 2-button start/stop controls from the motor starters in MCC Section H, which is located in the Control Building.

Intermediate Clarifier No. 1 improvements include demolition of existing clarifier mechanism and drive and replacement with a new mechanism and drive; new control and power wiring from the existing combination motor starter to the new motor.

Preliminary and Final Design Phase

Preliminary and final design phase services will include:

- Site tour to confirm existing conditions.
- Prepare preliminary design drawings and specifications and submit to City for review.
- Meet with the City to review the design.
- Perform internal QC review of the design documents.
- Prepare Part 41 Construction Permit Application.
- Incorporate review comments from the City and QC comments and prepare final design / bid documents.

Bid Phase

Bid phase services will include:

- Answer questions from prospective bidders.
- Issue Addenda, as required. One addendum is assumed.
- Assist City with evaluating the bids.
- Prepare Notice of Award letter.
- Prepare Conformed to Contract Documents.
- Review Contractor's Performance and Payment Bonds and Certificates of Insurance.
- Prepare Notice to Proceed and assemble contract documents.

Construction Phase

Construction phase services will include:

- Participate in the preconstruction meeting (via Zoom or Microsoft Teams).
- Participate in progress meetings (via Zoom or Microsoft Teams), three (3) assumed.
- Review shop drawing submittals.
- Answer contractor questions, or requests for information (RFI). Three RFI's are assumed.
- Perform two (2) site visits to observe construction.
- Prepare a punch list of observed deficiencies following the site visit.
- Review photos of contractor's work, as taken by the City, to review final completion.
- Prepare record drawings based on redlines provided by the Contractor.

2. Services of Engineer

The work scope is to provide Design, Bid and Construction Engineering 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:

A1.02 – Preliminary Design Phase

- A.1- Prepare preliminary design documents.
- A.5, A.6 & B.- Furnish preliminary design documents (PDF version) for City's review. Meet with City to review comments.

A1.03 – Final Design Phase

- A.1- Prepare final design documents.
- A.2- Provide information for permitting.
- A.4, A.5 & B.- Furnish bid documents (PDF version) to City for bidding purposes.

A1.04 – Bidding Phase

- A.2- Answer bidder questions. Issue addenda, one assumed.
- A.6- Assist with evaluating bids.
- A.8 & B - Prepare Conformed to Contract Documents.

A1.05 – Construction Phase

- A.7- Perform two (2) site visits to observe construction.
- A.9- Issue necessary clarifications and interpretations of the contract documents. Three (3) RFI's are assumed.
- A.10- Assist with drafting change order language.
- A.11- Review shop drawings and samples.
- A.16- Review operations and maintenance manuals, consent of surety, and affidavit of completion.
- A.17- Prepare notice of Substantial Completion.

A1.06 – Commissioning Phase

A.5- Prepare record drawings based on redline drawings provided by the Contractor.

3. Owner's Responsibilities

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

The City will handle bidding the project, bid advertisement, bid opening, lead preconstruction and progress meetings and issue meeting minutes, processing payment applications, and change orders.

Construction scheduling and day-to-day observation of the construction work.

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>Preliminary Design</u>	<u>4 weeks after authorization</u>
<u>Final Design & Bid Documents</u>	<u>4 weeks after review meeting with City</u>
<u>Bid</u>	<u>per City's schedule</u>
<u>Construction Engineering</u>	<u>per City's schedule</u>

5. Payments to Engineer

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

Category of Services	Compensation Method	Estimate of Compensation for Services
<i>Preliminary & Final Design Phase</i>	<i>Standard Hourly Rates</i>	<i>\$24,200.00</i>
<i>Bid Phase</i>	<i>Standard Hourly Rates</i>	<i>\$4,900.00</i>
<i>Construction Engineering Phase</i>	<i>Standard Hourly Rates</i>	<i>\$14,300.00</i>
TOTAL FEES =		\$43,400.00

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

6. Consultants:

CHI Engineering, Inc., for electrical design services

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. Execution also extends the term of the Agreement to the effective date of the Task Order. 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 _____

OWNER

City of Sturgis

ENGINEER

Fleis & VandenBrink Engineering, Inc.

Signature

Date

Andrew Kuk

Name

City Manager

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Brandon Schrader

Name

Wastewater Superintendent

Title

130 N. Nottawa

Address

bschrader@sturgismi.gov

E-Mail Address

(269) 651-6520

Phone

(269) 659-2500

Fax

Sturgis Purchase Order No.: _____

Signature

Date

Jeff Pugh

Name

Group Manager

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Steven Walker, P.E.

Name

Project Engineer

Title

2960 Lucerne Drive SE

Address

swalker@fveng.com

E-Mail Address

(616) 977-1000

Phone

(616) 977-1005

Fax

F&V Vendor No.: 00776

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D



CITY OF
Sturgis
MICHIGAN

130 N. Nottawa St.
Sturgis, MI 49091
www.sturgismi.gov
Ph: 269-651-2321
Fax: 269-659-7295

BID FOR-WWTP
Maintenance Garage
Repair

Address: 2101 Treatment Plant Rd.
Sturgis, MI. 49091

Contractor Name: RAM Construction Services of Michigan, Inc.

Address: 4175 Danvers Ct SE, Kentwood, MI 49512

Phone Number: 616.957.3679

Bid Amount: \$45,275.00
(Include copy)

I have read and I understand and agree to the terms as listed in the attached WWTP Maintenance Garage Repair Cover Letter.

Contractor Signature

03/25/2024

(Date)

Eric Albin - Regional Director

Contractor Print Name

Contractor's License #: N / A

Insurance Carrier: Travelers Casualty and Surety Company of America

**Please include copies of Contractor's license and Insurance Certificate.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 989 East South Blvd. Suite 200 Rochester Hills MI 48307	CONTACT NAME: Christine Phillips PHONE (A/C No. Ext): (248) 519-1422 E-MAIL ADDRESS: ophillips@ghbh.com FAX (A/C No.): (248) 519-1401														
INSURED RAM Construction Services of Michigan, Inc. DBA RAM Construction Services 13800 Eckles Road Livonia MI 48150	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Travelers Indemnity Co. A++ XV</td><td>25658</td></tr><tr><td>INSURER B: Travelers Prop Cas Co. Amer A++ XV</td><td>25674</td></tr><tr><td>INSURER C: The Travelers Indemnity Co of CTA++ XV</td><td>25682</td></tr><tr><td>INSURER D: Indian Harbor Ins Co. A+ XV</td><td>36940</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Co. A++ XV	25658	INSURER B: Travelers Prop Cas Co. Amer A++ XV	25674	INSURER C: The Travelers Indemnity Co of CTA++ XV	25682	INSURER D: Indian Harbor Ins Co. A+ XV	36940	INSURER E:		INSURER F:	
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INSURER D: Indian Harbor Ins Co. A+ XV	36940														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 24-25 Stacey D

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	VTC2K003L210068IND24	1/1/2024	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		VTC2JCA97W348355IND24	1/1/2024	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP459656042425	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	UB584771712425R	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine		QT6303X1064887	1/1/2024	1/1/2025	Leased/Rented Equipment \$450,000
D	Professional/Pollution		CB07446600	1/1/2024	1/1/2025	Claim/Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: WWTP Maintenance Garage Repair. City of Sturgis is an Additional Insured for General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Sturgis 130 N. Bottawa st Sturgis, MI 49091	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R McGregor/ALEKSA
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