



**AGENDA
CITY COMMISSION MEETING
WEDNESDAY, JUNE 12, 2024
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM**

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS - None
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 May 22, 2024 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$1,879,847.53 as presented.**
 - C. Library on the Lawn
 - **APPROVE the Sturgis District Library’s Library on the Lawn event at Oaklawn Park on August 2, 2024 as presented.**
 - D. Sturgis Bark Park Dedication
 - **APPROVE the Sturgis Bark Park Dedication as presented.**
 - E. Planning Commission Appointment
 - **APPOINT Taylor Stahl to the Sturgis Planning Commission through May 2027.**
9. UNFINISHED BUSINESS - None
10. NEW BUSINESS
 - A. Set Millage Rate Public Hearing – Kenneth Rhodes
 - B. CTE – SYCA Kitchen Usage Agreement – Jamie Eymer
 - C. SYCA Sound System Bids – Daniel Root
 - D. Airport Runway Lighting – Thomas Sikorski
 - E. 2024 Parking Lot Improvements Award – Andrew Kuk
 - F. Sturgis Housing Development Corporation Meeting – Andrew Kuk
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – Purchase of Property
13. ADJOURN

STURGIS HOUSING DEVELOPMENT CORPORATION MEETING

1. CALL TO ORDER
2. MDOT SIDEWALK CONSTRUCTION
3. ADJOURN

Manager's Report

JUNE 12, 2024



Submitted by:

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

Andrew Kuk
City Manager

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for June 12, 2024 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the May 22, 2024 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,879,847.53 as presented.

8C. Library on the Lawn

The Sturgis District Library is requesting use of Oaklawn Park amphitheater and area surrounding the amphitheater for a community read together event on Friday, August 2, 2024. They are requesting use of the amphitheater, and electric service for the event. The event will also include two City-approved food trucks and a live broadcast by WBET. This is a free event, open to the community.

Consent Agenda Motion:

APPROVE the Sturgis District Library's Library on the Lawn event at Oaklawn Park on August 2, 2024 as presented.

8D. Sturgis Bark Park Dedication

The Main Street project includes the construction of the initial segment of the Sturgis Shared Use Path/Trail project along the north side of the Sturgis Bark Park property from North Clay Street to Market Street. West Main Street's public right of way width is 49.5 feet. Given the cross-sectional minimum AASHTO requirements for shared use paths of 10-foot width with 2-foot shoulders on each side, we cannot construct the trail segment without dedicated access on the Sturgis Bark Park property.

Included in your packet is a Declaration of Dedication to supply a 500-foot-long by 6-foot-wide dedicated access for the purposes of constructing and maintaining a shared use path across a portion of the Sturgis Bark Park. Exhibit A provides a map of the dedication area.

Consent Agenda Motion:

APPROVE the Sturgis Bark Park Dedication as presented.

Information Included in Packet:

1. Shared Use Path Dedication
2. Bark Park Exhibit A

8E. Planning Commission Appointment

As explained at the previous City Commission meeting, there was one additional application for the Planning Commission, but continued interest still needed to be confirmed. Included in your packet is the application of Taylor Stahl, who has confirmed his willingness to serve on the Planning Commission.

Consent Agenda Motion:

APPOINT Taylor Stahl to the Sturgis Planning Commission through May 2027.

Information Included in Packet:

1. Board Application

10. New Business

A. Set Millage Rate Public Hearing

Staff: Kenneth Rhodes

In order to include the City's millage rates on 2024 summer tax bills, the City Commission needs to set the City Operating property tax rate by the end of June. A public hearing is required and provides residents with the opportunity to comment on the millage proposed for this year. The City also needs to set the rate for the Streets/Sidewalks Improvement Millage, which was renewed by voters in 2022 for 3.0 mils.

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

A proposed tax rate must be included in the required notice for the Public Hearing. The advertised tax rate is the maximum rate that the City Commission can set after the Public Hearing. The City Commission is not obligated to set the tax rate at the maximum allowable millage but the inclusion of that rate in the Public Hearing notice allows for consideration of a tax rate up to that amount.

Because of the Headlee rollback rule, the highest millage rate the City may consider this year is 11.6689 for City Operating and 2.9967 for Streets/Sidewalks, without a vote of the electorate.

Proposed Motion:

Move that the Sturgis City Commission SET the 2024 millage rate Public Hearing for the June 26, 2024 regular meeting and DIRECT City Staff to include _____ mils for Operating Millage and 2.9967 mils for Streets/Sidewalk Improvement Millage as part of the Public Hearing notice.

Staff Recommendation:

SET

10. New Business

B. CTE-SYCA Kitchen Usage Agreement

Staff: Jamie Eymmer

In December 2023, the St. Joseph County ISD CTE Culinary Arts Program requested to terminate their contract with the Sturges-Young Center for the Arts (SYCA) to utilize kitchen and classroom space. The request was approved by the Commission. After further review of the relocation plan to the Sturgis Public Schools, CTE is requesting to return to SYCA for the 2024-2025 school year.

Included in your packet is a 12-month contract between the St. Joseph County ISD CTE Culinary Arts program and the Sturges-Young Center for the Arts for kitchen and instructional space. The term of the agreement is from July 1, 2024, to June 30, 2025. The instructional use of the space is set to be during the school year from August to June and approximately 180 service days. The use of the facility will be Monday through Friday from 7:30 a.m. to 3:00 p.m., however each class would be 3 hours per day.

The lease cost for the space would be a lump sum of \$11,900.00 for the year, the same cost paid to lease the space for the culinary arts class last year.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the license agreement between the St. Joseph County Intermediate School District and City of Sturgis for use of the kitchen and instructional space at the Sturges-Young Center for the Arts as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. CTE Agreement

10. New Business

C. SYCA Sound System Bids

Staff: Daniel Root

Improvements to the audio systems within the Auditorium have been a part of the SYCA Road to Restoration plan and have been included in the current fiscal year capital budget. Audio visual improvements started in 2022 with the purchase and installation of a new projector and screen.

The current proposed project will complete the audio/visual improvements for the auditorium area and will provide a much-improved sound system for the events held in the auditorium. The addition of listening assistance devices is included in the scope of work to be completed as part of this project in a continued effort to improve access for those with accessibility difficulties.

City staff worked with representatives from Stage Lighting and Sound (SLS) to develop the Bid Specification for this project. SLS has partnered with SYCA staff for many years providing audio technical assistance and technicians for many of the Performance Series events. SLS was utilized because they had an in-depth knowledge of the current systems and the infrastructure of the facility and offered this service at no charge to the City.

The bid specification was advertised and placed on BidNet Direct/MITN with the bid opening held on Monday May 20th. Five bids were received ranging from \$131,550.20 to \$196,944.28. Two bidders also offered alternate bids with alternate equipment and revised equipment quantities. A copy of the bid tabulation is included in your packet.

After review of the bids, staff is recommending award to the low bidder, SLS, for the base bid specification quantities and equipment. This bid was for \$131,550.20.

This project was budgeted at \$135,000.00, with funding coming from three sources: a Sturgis Area Community Foundation Grant for \$77,000.00, a Michigan Arts and Culture Council (MACC) grant for \$33,161.00, and money raised at the

Holiday Kaleidoscope Fundraiser in the amount of \$25,040.00. The total of the two grants and the fundraiser contribution of \$135,201.00 covers the cost of the bid with a surplus of \$3,650.00.

Staff is recommending a contingency budget of \$6,600.00 be approved for the project. This contingency, if utilized, would take the project over budget by \$3,150.00. The SYCA fund does have a budgeted transfer from Capital Reserve, a portion of which can be used to cover the extra contingency budget. A budget and cost spreadsheet for the project is included in your packet.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY bid from Stage Lighting and Sound for auditorium audio upgrades, equipment, and installation in the amount of one hundred thirty-one thousand five hundred fifty dollars and twenty cents (\$131,550.20) as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a contingency budget for the auditorium audio upgrade project in the amount of six thousand, six hundred dollars (\$6,600.00).

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Auditorium Audio Bid Tab
2. Auditorium Audio Budget and Costs Spreadsheet

10. New Business

D. Airport Runway Lighting

Staff: Thomas Sikorski

The Kirsch Municipal Airport (IRS) sustained major damage to lighting on Runway 1/19 in the summer of 2023 during a major thunderstorm. Based on the physical evidence and airfield maintenance report provided by J. Ranck Electric, lighting struck the north end at the threshold lights, running through circuits in the area and blowing up or damaging multiple transformers, eight (8) threshold lights, fifty-seven (57) runway lights, and cabling. Out of seventy (70) lights on the runway only thirteen (13) were operable.

Following the incident, staff contracted J. Ranck Electric to get a complete evaluation of what the airfield would need to get back operational; this took an extremely long time due to J. Ranck's busy schedule. In the meantime, an insurance claim was filed to keep the process moving. Once the final repair costs were received and submitted to the insurance company, the estimated cost of damages escalated the claim to another division and required an onsite visit by an insurance company adjustor. The insurance company suggested getting two more quotes for lighting repairs.

The initial quote from J. Ranck was for replacement of the lights as currently configured. These are traditional quartz lights. The quote came to \$101,850.00; based on the scope of this quote, a Request for Quote (RFQ) was solicited from two other electrical contractors familiar with airport lighting for the same repairs. The contractor recommendations came from Mead & Hunt, the City's current airport engineering consultant. This process took months and received only one additional quote for \$191,096.00. The quotes were turned into insurance for review and approval.

While the RFQ process was underway, staff had a discussion with the Airport Advisory Committee (ACC) regarding the damages and potentially using the need to replace the lights to upgrade to LED lights on the runway. The traditional quartz lights draw more power than newer LED alternatives, and with the availability of

Medium and High Intensity LED lighting, they are becoming harder to source making lead times extremely long. In addition, upgrading to LED lighting has been on the airport capital improvement plan (ACIP) for the future.

After discussion, staff pursued additional cost and process information for moving forward with LED lighting. An additional RFQ was made to the contractors for LED improvements on the runway, and staff discussed with Mead & Hunt the process necessary to get project costs reimbursed through the ACIP grant program.

The LED upgrade costs ranged from \$287,785.00 to \$625,173.00 plus additional \$15,000.00-20,000.00 for runway closure crosses and lighting. Mead & Hunt reviewed the quotes as part of consideration of a federal project. In order to be eligible for reimbursement through the ACIP at a future date, the City would need to design the project and bid the process per state and federal rules and meet all applicable federal standards (such as Davis Bacon wage rates). Mead and Hunt projected that based on the quotes and additional costs to meet the ACIP process, the project would cost \$636,400.00. The difference between the insurance reimbursement and the final project cost would have been paid for up-front by the City. Based on current airport projects, we would not have been able to be reimbursed through ACIP for several years, and going through the state/federal bidding process would also have extended the downtime of the runway lights. Ultimately staff decided against further pursuit of this option.

Based on the provided quotes, the insurance company has provided a settlement amount of \$96,850.00 based on the J Ranck quote less our \$5,000.00 deductible. The City has received \$71,387.50 currently and will receive the remaining \$25,462.50 once the project is complete. At this point, staff is recommending proceeding with the J. Ranck quote for repairs in the amount of \$101,850.00. This project scope will include repair of all runway lighting and associated electrical work.

This project is not budgeted in FY 2023-2024. A future budget amendment will be necessary to reflect the additional revenue of the insurance payment and expense of the repairs. Given the extended time of the outage, staff is looking to have the

work completed as soon as possible, but expects a several-month lead time due to equipment purchases and contractor scheduling.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the quote from J. Ranck Electric, Inc. for the replacement lighting on Runway 01/19 at Kirsch Municipal Airport in the amount of one hundred and one thousand, eight hundred and fifty dollars (\$101,850.00) as presented and AUTHORIZE Airport Manager, Thomas Sikorski to sign contract.

Staff Recommendation:

APPROVE and AUTHORIZE

Information Included in Packet:

1. J. Ranck Quote
2. Rauhorn Electric Quote

10. New Business

E. 2024 Parking Lot Improvements Award

Staff: Andrew Kuk

The City has been working over several years to complete improvement to downtown parking lots and has budgeted for work to be completed in 2024. The City received two large sources of funding to move forward with this project. One, a federal earmark for \$1 million dollars and two, a \$942,500.00 RAP Grant through the State of Michigan.

As part of these grant funds, the City is planning to complete work on a number of downtown parking lots including lots 2, 4 (including pavement of the old Sigrist storage building lot), 7, the public safety building lot, and a new parking lot designated parking lot 12 at the empty lot at the corner of N. Jefferson and US-12. Work to reconstruct Parking Lot 6 was previously approved by the Commission at the May 8th, 2024 meeting. A parking lot map is included in your packet.

Design of the Parking Lots 2, 4, 7, 8, & 12 was completed over the winter. Initially, construction of these lots was set to begin after work in Lot 6 was completed, however delays related to grants involved with projects will require some overlapping work to occur. Such overlaps will be scheduled to minimize disruption to any one area of downtown or create significant parking constraints in one area.

The project to complete the remaining parking lots was advertised for bid in mid-April. Two bids were received on May 13th for the project; however one was deemed non-responsive as the bidder's documents were not in the same name as the bidder identified on the planholders list. The sole responsive bid of \$689,142.85 was submitted by Swarthout Excavating. The Engineer's Estimate for the project was \$602,525.00. A bid tabulation and letter of award recommendation has been received from Fleis and VandenBrink and is included in your packet.

Also included in your packet is Task Order #2d for construction engineering services from Fleis and VandenBrink. The task order cost of \$83,800.00 includes

administration and engineering consultation through the construction period, onsite project representation and observation during the construction, quality assurance materials testing, final review meeting with the contractor and City staff, required construction staking, and as-recorded drawings based on as-built records.

A contingency budget of approximately 20% of the construction bid, or \$138,400.00 is being requested for the project. While this is a higher contingency than typical, there is some potential additional utility work in parking lot 12 that we may pursue as a change order, and by authorizing contingency it allows us to cover that change with grant funds.

Included in your packet is a budget and cost spreadsheet for the entire downtown parking lot project (including Lot 6). The Fiscal Year 2023-24 budget allocated \$2.6 million in Capital funds for the project. As bid, with all engineering and contingency accounted for, the total project is at \$1,875,833.60, or \$734,166.40 under budget. At this point the project can be covered entirely by grant funding.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/NOT APPROVE the bid of Swarthout Excavating for the 2024 Parking Lot Improvements project in the amount of six hundred eighty-nine thousand, one hundred forty-two dollars, and eighty-five cents (\$689,142.85) as presented and AUTHORIZE the City Manager to sign all necessary documents.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY Task Order #2d for Construction Phase services with Fleis and Vandenbrink Engineering, Inc. in the amount of eighty-three thousand, eight hundred dollars (\$83,800.00) and AUTHORIZE the City Manager to sign all necessary documents on behalf of the City.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/NOT APPROVE a contingency budget for the 2024 Parking Lot Improvements project in the amount of one hundred and thirty-eight thousand, four hundred dollars (\$138,400.00).

Staff Recommendation:

APPROVE, AUTHORIZE, APPROVE, AUTHORIZE, and APPROVE

Information Included in Packet:

1. Parking Lot Map
2. Recommendation of Award Letter & Bid Tab
3. F&V Task Order 02d
4. Downtown Parking Lots Budget and Costs Spreadsheet

10. New Business

F. Sturgis Housing Development Corporation Meeting

Staff: Andrew Kuk

Proposed Motion:

Move that the Sturgis City Commission ADJOURN the June 12th, 2024 Regular City Commission Meeting.

SHDC Meeting

1. Call to order – Andrew Kuk

2. MDOT SIDEWALK CONSTRUCTION

The Michigan Department of Transportation (MDOT) has an upcoming project along US-12 in 2025. MDOT has sent another agreement for Consent to Construct/Reconstruct Sidewalk rights to the property owned by the SHDC. As previously, if agreed, MDOT will purchase the rights to this property to construct/reconstruct the sidewalk in the amount of \$300.00. To address this and future requests, staff is requesting approval to accept any future offers associated with this project.

Proposed Motion:

Move that the Sturgis Housing Development Corporation Directors AUTHORIZE President Andrew Kuk to accept Consent to Construct/Reconstruct Sidewalk agreements with MDOT related to the 2025 US-12 projects for amounts not less than three hundred dollars (\$300.00) and to sign all necessary documents.

3. Adjourn

Proposed Motion:

Move that the Sturgis City Commission RECONVENE the June 12th, 2024 Regular City Commission Meeting.

Noteworthy Meetings / Events

- Out of Office | May 16th-May 31st
- Ribbon Cutting – The Modern Day Witch | June 3rd
- State Senator Jonathan Lindsey Office Hours | Oaklawn Park | June 3rd
- DDA Meeting | June 5th
- Bourbon, Bacon, and Blues Recap Meeting | June 5th
- Splash Pad Grand Opening & Ribbon Cutting | June 6th

Upcoming Events

- Movies on North | North St. | 7pm | June 7th
- The Imagination of History Musical | SYCA | June 14th-16th
- Dave Locey Youth Triathlon | Sturgis Community Pool | 9am | June 15th
- Sturgis Fest Kickoff Dinner | SYCA | 6pm | June 18th
- Sturgis Fest Family Day | Sturgis High School | 4pm-8pm | June 19th
- Sturgis Fest Bike Night | Downtown | 5pm-10pm | June 20th
- Sturgis Fest Cruise In & Night Parade | Downtown | 5pm-10pm | June 21st
- Sturgis Fest All Sports Day | Sturgis High School | June 22nd
- Sturgis Fest Fireworks | Kirsch Municipal Airport | Dusk | June 22nd

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, MAY 22, 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, Smith, Harrington, Hile, Vice-Mayor Miller, Mayor Perez

Commissioners absent: None

Also present: City Attorney, City Manager, City Controller, City Engineer, Electric Department Superintendent, Economic Development Specialist, City Clerk

Mayor Perez read the following proclamation:

WHEREAS, Joseph De La Fuente served in the United States Army from 1951 to 1956, serving in Korea, Texas, Austria, Germany, and Italy in the First Cavalry Division and the 279th Regimental Combat Team as part of the 45th infantry Division, entering at the rank of private, serving later as an MP in Houston, Texas, and Salzburg and Vienna in Austria, and being discharged as a corporal; and WHEREAS, Joseph De La Fuente married Ann Boyce of Dowagiac, eventually moving to Sturgis and raising seven children up in Sturgis, with nine grandchildren and six great-grandchildren later to come over sixty-four years of marriage; and

WHEREAS, the De La Fuentes have been fifty-three years members of Holy Angels Catholic Church and fifty-three years residents of the Sturgis area; and

WHEREAS, Joseph De La Fuente will be traveling to our nation's capital on a special Talons Out Honor Flight to witness the Korean War Memorial with many of his fellow comrades on Saturday, May 4, 2024; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Sturgis honors Sturgis veteran, Joseph De La Fuente, and thanks him for his selfless service in the protection of his country and her citizens as he takes part in the Talons Out Honor Flight on May 4th; and

BE IT FURTHER RESOLVED, that the City of Sturgis wishes Joseph De La Fuente well as he enjoys many more years with his family.

Mr. De La Fuente thanked everyone for the honor and provided details on his trip to Washington DC. The City Commission and audience gave Mr. De La Fuente a standing ovation.

Representatives from the Michigan Association of Chiefs of Police presented the Department of Public Safety with their MACP Accreditation.

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

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of May 22, 2024 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the May 8, 2024 regular meeting as presented.

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$1,719,046.50 as presented.

C. 2024 David Locey Memorial Sturgis Youth Triathlon

- APPROVE the requests for the 2024 David Locey Memorial Sturgis Youth Triathlon on June 15, 2024 as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Joe Verlin of Gabridge & Company presented the audit report of the City's financial performance for the period ending September 30, 2023.

City Assistant Engineer Brock Granger provided details on the bids received for crack sealing City streets. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the contract for the 2024 Crack Sealing Program to Asphalt Restoration, Inc. of Kalamazoo, Michigan for the unit price contract amount not to exceed \$121,621.90 and authorize the City Manager to sign the contract on behalf of the City.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on the interest by MDOT to acquire a Consent to Construct/Reconstruct Sidewalk rights to two City properties in order to address the ramp at the corner. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the good faith offer for the Consent to Construct/Reconstruct Sidewalk rights in the amount of three hundred dollars (\$300.00) for 507 W. Chicago Rd. and three hundred dollars (\$300.00) for 1205 E. Chicago Rd. and authorize the City Manager and/or City Controller to sign Acceptance of Offer as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to authorize the City Manager and/or City Controller to accept and sign additional forthcoming similar offers that are part of the 2025 MDOT project.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

**ANNUAL MEETING
STURGIS HOUSING DEVELOPMENT CORPORATION
WEDNESDAY, MAY 8, 2024
WIESLOCH RAUM – CITY HALL**

President Andrew Kuk called the meeting to order at 7:45 p.m.

President Andrew Kuk provided information on the resolutions appointing board members, officers, and an update to the bylaws changing the date of the annual meeting. Discussion followed.

Moved by Dir. Hile and seconded by Dir. Perez to approve the Consent Resolutions In Lieu of a Special and Annual Meeting as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

**CONSENT IN LIEU OF SPECIAL MEETING
OF SHAREHOLDERS OF STURGIS HOUSING DEVELOPMENT CORP.**

All of the shareholders of Sturgis Housing Development Corp., a Michigan non-profit corporation (the "Corporation"), consent to the following actions:

1. The following persons are elected to serve as the directors of the Corporation until the next annual meeting of shareholders (or written consent in lieu of such a meeting), or until their successors are duly elected and qualified, or until their resignation or removal:

Richard Bir
Linda Harrington
Robert Hile
Aaron Miller
Jeff Mullins
Emmanuel Nieves
Frank Perez
Marvin Smith
Andrew Kuk

2. The shareholders received a report from City Staff on significant developments, major corporate transactions, certain related party transactions, and the operations and financial results of the Corporation for the preceding fiscal year. All actions of the Corporation's officers, directors and agents on behalf of the Corporation since the last annual meeting of shareholders (or written consent in lieu of such a meeting) are ratified.

This consent is given in lieu of a formal annual meeting of the Corporation's shareholders.

CONSENT IN LIEU OF ANNUAL MEETING
OF BOARD OF DIRECTORS OF STURGIS HOUSING DEVELOPMENT CORP.

All of the members of the Board of Directors of Sturgis Housing Development Corp., a Michigan non-profit corporation (the "Corporation"), consent to the following actions:

1. The following persons are elected as officers of the Corporation to serve in the offices set forth opposite their names until further Board action or until their resignation or removal:

Andrew Kuk – President
Holly Keyser – Treasurer
Kenneth Rhodes – Secretary

2. The Bylaws attached to this Consent and dated May 8, 2024 are approved as the Bylaws of the Corporation, effective immediately.

3. The directors received a report from City Staff on significant developments, major corporate transactions, and the operations and financial results of the Corporation for the preceding year. All actions of the Corporation's officers and agents on behalf of the Corporation since the last annual meeting of the Board (or written consent in lieu of such a meeting) are ratified.

This consent is given in lieu of a formal annual meeting of the Corporation's Board of Directors.

City Engineer Barry Cox provided information on the interest by MDOT to acquire a Consent to Construct/Reconstruct Sidewalk rights to the property located at 606 W. Chicago Rd., owned by the SHDC, in order to address the ramp at the corner. Discussion followed.

Moved by Dir. Harrington and seconded by Comm. Perez to approve the Consent to Construct /Reconstruct Sidewalk at 606 W. Chicago Rd. (Subject: CS: 78022, JN: 210856, Parcel: 7044 Address: 606 W. Chicago Rd, Sturgis, MI 49091, County: St. Joseph) and accept the offer of three hundred dollars (\$300.00) and authorize President Andrew Kuk to sign all necessary documents.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 7:55 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				
05-22-2024	249114M	06530	CEDAM	1,199.00
05-24-2024	PR0637M	00061	CITY OF STURGIS PAYROLL	345,247.74
05-14-2024	T16744M	05903	WEST SIDE BEER DISTRIBUTING	278.00
05-10-2024	T16745M	04088	BLUE CROSS BLUE SHIELD OF MI	30,027.89
05-17-2024	T16746M	04088	BLUE CROSS BLUE SHIELD OF MI	63,703.72
05-21-2024	T16747M	05875	ALERUS FINANCIAL/MERS-STIPEND	2,700.00
05-09-2024	T16748M	00181	GORDON FOOD SERVICE	873.05
05-20-2024	T16749M	06093	PEPSI BEVERAGES COMPANY	253.76
05-24-2024	T16750M	00062	CITY OF STURGIS-EMPLOYEE INS	71,749.43
05-24-2024	T16751M	00063	CITY OF STURGIS TAX TRANSFER	19,285.21
05-24-2024	T16752M	00064	INTL CITY MGMT ASSOC RETR CORP	9,912.19
05-24-2024	T16753M	00065	DOYLE MEMBERSHIP TRANSFER	3,006.79
05-24-2024	T16754M	03229	CITY OF STURGIS-WORKERS COMP	2,926.89
05-24-2024	T16755M	05123	COMERICA BANK-INST TRUST SERV	30,949.42
05-24-2024	T16756M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,146.12
05-20-2024	T16757M	04197	MI PUBLIC POWER AGENCY	165,578.21
05-12-2024	T16758M	00449	CENTURY BANK & TRUST	3,402.13
05-27-2024	T16759M	04197	MI PUBLIC POWER AGENCY	161,295.99
05-25-2024	T16760M	06388	ALLIANCE BEVERAGE DISTRIBUTING	178.15
05-24-2024	T16761M	03173	FIFTH THIRD BANK	18,701.29
06-04-2024	T16762M	00197	CITY OF STURGIS UTILITIES	28.83
06-04-2024	T16763M	00197	CITY OF STURGIS UTILITIES	19,366.49
06-03-2024	T16764M	06121	GB SOLAR TE 2020 HOLDINGS LLC	134,886.86
06-04-2024	T16765M	03770	MICHIGAN GAS UTILITIES	46.37
06-04-2024	T16766M	03770	MICHIGAN GAS UTILITIES	82.56
06-12-2024	T16767M	00197	CITY OF STURGIS UTILITIES	11,345.32
06-10-2024	T16768M	03770	MICHIGAN GAS UTILITIES	34.40
06-10-2024	T16769M	03770	MICHIGAN GAS UTILITIES	289.63
06-11-2024	T16770M	03770	MICHIGAN GAS UTILITIES	268.32
06-11-2024	T16771M	03770	MICHIGAN GAS UTILITIES	50.74
06-20-2024	T16772M	00197	CITY OF STURGIS UTILITIES	10,608.66
06-20-2024	T16773M	00197	CITY OF STURGIS UTILITIES	5,737.11
06-11-2024	T16774M	02909	CHARTER COMMUNICATIONS	781.88
06-17-2024	T16775M	04389	FRONTIER COMMUNICATIONS A	604.00
06-13-2024	T16776M	04389	FRONTIER COMMUNICATIONS A	61.96
06-12-2024	T16777M	04389	FRONTIER COMMUNICATIONS A	26.08
06-12-2024	T16778M	04389	FRONTIER COMMUNICATIONS A	61.69
06-01-2024	T16779M	04088	BLUE CROSS BLUE SHIELD OF MI	21,844.17
06-10-2024	T16780M	04421	AT&T MOBILITY	758.60
06-12-2024	T16781M	04389	FRONTIER COMMUNICATIONS A	147.08
06-12-2024	T16782M	04389	FRONTIER COMMUNICATIONS A	278.98
06-12-2024	T16783M	04389	FRONTIER COMMUNICATIONS A	340.68
06-21-2024	T16784M	04389	FRONTIER COMMUNICATIONS A	57.21
06-18-2024	T16785M	04389	FRONTIER COMMUNICATIONS A	250.03
06-03-2024	T16786M	04197	MI PUBLIC POWER AGENCY	182,777.27
06-01-2024	T16787M	00449	CENTURY BANK & TRUST	6,221.68
06-01-2024	T16788M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
06-01-2024	T16789M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
06-01-2024	T16790M	06290	MEDPRO WASTE DISPOSAL LLC	27.56
06-01-2024	T16791M	06138	MUTUAL OF OMAHA INSURANCE CO	5,437.75
05-23-2024	T16792M	01127	STATE OF MICHIGAN	245.01
06-21-2024	T16793M	03770	MICHIGAN GAS UTILITIES	859.56

Date	Check#	Vendor	Vendor Name	Amount
06-21-2024	T16794M	03770	MICHIGAN GAS UTILITIES	116.62
06-21-2024	T16795M	03770	MICHIGAN GAS UTILITIES	51.16
06-21-2024	T16796M	03770	MICHIGAN GAS UTILITIES	113.34
06-21-2024	T16797M	03770	MICHIGAN GAS UTILITIES	116.62
05-24-2024	T16798M	04088	BLUE CROSS BLUE SHIELD OF MI	52,215.16
05-31-2024	T16799M	04088	BLUE CROSS BLUE SHIELD OF MI	37,469.71
06-07-2024	T16800M	04088	BLUE CROSS BLUE SHIELD OF MI	29,995.10

Automatic Checks

06-12-2024	249115	00110	A & K PRINTING & POOLS	4,147.50
06-12-2024	249116	01283	ABONMARCHE BYCE	940.00
06-12-2024	249117	00066	ACTION QUICK PRINT PLUS	21.00
06-12-2024	249118	06156	AGILE TICKETING SOLUTIONS LLC	787.31
06-12-2024	249119	00002	ALL-PHASE ELECTRIC SUPPLY	3,155.54
06-12-2024	249120	00296	ALLESANDRA L FREY	85.51
06-12-2024	249121	05986	ALPHA BUILDING CENTER-NOTTAWA	447.66
06-12-2024	249122	06119	AMAZON.COM SALES INC	5,713.06
06-12-2024	249123	06318	AMBULANCE BILLING NETWORK LLC	4,618.00
06-12-2024	249124	00340	AMERICAN SAFETY & FIRST AID	642.79
06-12-2024	249125	05506	AMERITRUST GROUP	745.00
06-12-2024	249126	06152	APEX SOFTWARE	260.00
06-12-2024	249127	03576	ARROW SERVICES INC	83.00
06-12-2024	249128	02292	ASPLUNDH TREE EXPERT CO	10,750.76
06-12-2024	249129	05869	BAKER TILLY MUNICIPAL ADV LLC	1,000.00
06-12-2024	249130	06117	BENITA ANN LEWIS	45.00
06-12-2024	249131	00072	BIRD, SCHESKE, REED & BEEMER,	10,357.25
06-12-2024	249132	02749	HARLAN BLOOD	15.00
06-12-2024	249133	05080	BOBILYA CHRYSLER DODGE JEEP	75.06
06-12-2024	249134	00006	BOLAND TIRE INC	971.77
06-12-2024	249135	03327	BOUND TREE MEDICAL LLC	1,624.28
06-12-2024	249136	06531	C&S ENGINEERS, INC	6,500.00
06-12-2024	249137	05125	CANNON TECHNOLOGIES	18,345.60
06-12-2024	249138	00364	CAROL DUSTIN	320.00
06-12-2024	249139	00047	CITY OF THREE RIVERS	60.00
06-12-2024	249140	06325	COTTIN'S HARDWARE	708.30
06-12-2024	249141	06019	CRONKHITE CEMETERY SERVICES	4,200.00
06-12-2024	249142	06158	CULLIGAN WATER OF STURGIS	99.00
06-12-2024	249143	05909	TONY D'HAESE	336.00
06-12-2024	249144	00629	DELISLE ASSOCIATES LTD	2,000.00
06-12-2024	249145	02005	DELL MARKETING LP	6,741.43
06-12-2024	249146	03634	DICKS AUTO PARTS	1,499.00
06-12-2024	249147	03109	DOWNTOWN DEVELOPMENT AUTHORITY	1,200.00
06-12-2024	249148	00296	DUSTIN R GARN	96.77
06-12-2024	249149	04955	ENVIRO-CLEAN	6,158.00
06-12-2024	249150	02815	ENVIRONMENTAL RESOURCE ASSOC	777.25
06-12-2024	249151	04744	EPM POWER & WATER SOLUTIONS	10,749.56
06-12-2024	249152	06230	ERGOTECH CONTROLS INC	639.00
06-12-2024	249153	05434	F & F GRINDING SERVICE	25.00
06-12-2024	249154	05151	FAWN RIVER MECHANICAL LLC	755.40
06-12-2024	249155	05490	FERGUSON WATERWORKS #3386	6,600.00
06-12-2024	249156	01182	FIEBIG JEWELERS INC	200.00
06-12-2024	249157	00013	FISHBECK	22,200.00
06-12-2024	249158	05583	FITNESS THINGS INC	200.86

Date	Check#	Vendor	Vendor Name	Amount
06-12-2024	249159	00776	FLEIS & VANDENBRINK	7,675.00
06-12-2024	249160	06287	FOCAL POINT STUDIOS	5,000.00
06-12-2024	249161	04389	FRONTIER COMMUNICATIONS A	6,144.43
06-12-2024	249162	02082	GECKO SECURITY LLC	4,588.00
06-12-2024	249163	04993	GOLDEN WEST INDUSTRIAL SUPPLY	432.72
06-12-2024	249164	00183	GRAINGER INC	1,789.51
06-12-2024	249165	03806	GREAT LAKES PEST CONTROL	150.00
06-12-2024	249166	06534	GREAT LAND DEVELOPERS LLC	1,840.00
06-12-2024	249167	05634	GREG LONG	50.00
06-12-2024	249168	04243	GRP ENGINEERING INC	7,040.00
06-12-2024	249169	06422	GZA GEOENVIRONMENTAL INC	10,500.00
06-12-2024	249170	06219	HAVILAND PRODUCTS COMPANY	320.14
06-12-2024	249171	06511	HEATWAVE WELDING & FABRICATION	600.00
06-12-2024	249172	04588	HI-TECH ELECTRIC COMPANY	1,017.21
06-12-2024	249173	05349	HEATHER SWINSICK	548.00
06-12-2024	249174	04922	HUTSON ASSESSING INC	5,047.50
06-12-2024	249175	05522	INTERSTATE BATTERIES-GREAT LKS	52.95
06-12-2024	249176	05634	JAMIE HALE	95.00
06-12-2024	249177	01101	JANENE KOSMAN	180.00
06-12-2024	249178	06199	JANSEN PLUMBING, HEATING &	5,276.65
06-12-2024	249179	00296	JIM BALLYEAT	18.05
06-12-2024	249180	06314	JODIE M JOHNSON	40.00
06-12-2024	249181	05842	JOHN DEERE FINANCIAL	96.57
06-12-2024	249182	06217	JOHN J FLOWERS	80.00
06-12-2024	249183	04523	JOHN SCHURING JR GREENHOUSES	3,202.80
06-12-2024	249184	05634	KATE PERCIVAL	208.10
06-12-2024	249185	00889	KENTON KELLEY	279.00
06-12-2024	249186	04238	MICHELE KELLEY	265.50
06-12-2024	249187	06482	KENDRICK STATIONERS	10.81
06-12-2024	249188	01615	KENNEDY INDUSTRIES INC.	2,745.00
06-12-2024	249189	01656	KOORSEN FIRE & SECURITY INC	3,992.09
06-12-2024	249190	04666	PAUL KRICK	720.00
06-12-2024	249191	00212	KSS ENTERPRISES	463.33
06-12-2024	249192	04039	LAKELAND ASPHALT CORP	1,060.03
06-12-2024	249193	05977	LAKELAND INTERNET LLC	131.94
06-12-2024	249194	00394	LAWSON-FISHER ASSOCIATES PC	3,386.50
06-12-2024	249195	03684	LEXISNEXIS RISK SOLUTIONS	200.00
06-12-2024	249196	03256	LIMA ELEVATOR COMPANY INC	200.63
06-12-2024	249197	06464	LRS LLC	1,358.60
06-12-2024	249198	06497	LUDDERS CLEANERS LLC	56.00
06-12-2024	249199	05156	M A A C PROPERTY SERVICES	4,186.46
06-12-2024	249200	06087	MALLORY SAFETY AND SUPPLY, LLC	275.45
06-12-2024	249201	06250	MARANA GROUP	6,139.57
06-12-2024	249202	01391	MCLEAN ENGINEERING	701.13
06-12-2024	249203	00635	MCMaster-CARR SUPPLY COMPANY	324.73
06-12-2024	249204	06488	MEAD AND HUNT INC	4,412.46
06-12-2024	249205	03189	MI ASSOC OF AIRPORT EXECUTIVES	20.00
06-12-2024	249206	00024	STATE OF MICHIGAN - MDOT	463.48
06-12-2024	249207	04730	MILLER'S SIGN CO INC	175.00
06-12-2024	249208	00296	NEIL & GLADYS JOHNSTON	141.78
06-12-2024	249209	06267	NEW CREATIONS LANDSCAPE LLC	1,740.45
06-12-2024	249210	00593	NEWKIRK ELECTRIC ASSOCIATES	51,354.20
06-12-2024	249211	05932	O'REILLY AUTO ENTERPRISES LLC	266.11

Date	Check#	Vendor	Vendor Name	Amount
06-12-2024	249212	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,026.00
06-12-2024	249213	05026	PLUMMER'S ENVIRONMENTAL	1,750.00
06-12-2024	249214	00485	POWER LINE SUPPLY	8,954.77
06-12-2024	249215	05468	PVS TECHNOLOGIES INC	3,333.43
06-12-2024	249216	00296	RACHEL C & ANTHONY L MARTINEZ	88.94
06-12-2024	249217	04251	RAI JETS LLC	1,260.00
06-12-2024	249218	05206	RAM CONSTRUCTION SERVICES	45,275.00
06-12-2024	249219	00035	RESCO	3,012.50
06-12-2024	249220	06038	REVOLUTION HEALTH, P.C.	230.00
06-12-2024	249221	06521	RICKETT'S LAWN CARE	6,898.00
06-12-2024	249222	00296	ROBERT W LINDSAY	4.84
06-12-2024	249223	05765	SELKING INTERNATIONAL	117.00
06-12-2024	249224	06518	SLAGER RESTORATION & SEALANTS	1,935.00
06-12-2024	249225	00707	SPORTSARAMA INC	414.95
06-12-2024	249226	05634	STEVE YODER	50.00
06-12-2024	249227	06487	STURGIS ACE HARDWARE	890.17
06-12-2024	249228	00936	STURGIS COMMUNITY POOL	180.00
06-12-2024	249229	00042	STURGIS ELECTRIC MOTOR	595.00
06-12-2024	249230	03483	STURGIS HOSPITAL	120.00
06-12-2024	249231	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
06-12-2024	249232	00507	STURGIS OVERHEAD DOOR & LADDER	175.00
06-12-2024	249233	06134	SWANK MOTION PICTURES INC	350.00
06-12-2024	249234	06281	T MOBILE USA INC	424.69
06-12-2024	249235	06107	TALIA YEOMAN	280.00
06-12-2024	249236	06151	THE NAKED SHIRT CUSTOM PRINTNG	313.84
06-12-2024	249237	05634	TIFFANY HOSCETLER	50.00
06-12-2024	249238	06441	TOTAL PROPERTY MANAGEMENT	420.00
06-12-2024	249239	06426	TRACY LIVELY LLC	20.00
06-12-2024	249240	06247	UNCONVENTIONAL SOLUTIONS INC	788.57
06-12-2024	249241	01238	UNITED PARCEL SERVICE	6.45
06-12-2024	249242	06150	UNITED WHOLESALE GROCERY	740.94
06-12-2024	249243	06384	USA BLUEBOOK	65.36
06-12-2024	249244	03331	UTILITIES INSTRUMENTATION SERV	3,069.50
06-12-2024	249245	03511	WASTE MANAGEMENT	5,931.04
06-12-2024	249246	06147	WAYNE DUCHARME	168.00
06-12-2024	249247	03872	JORY WEBB	360.00
06-12-2024	249248	01308	WEDEL'S INC	2,409.44
06-12-2024	249249	06272	WEST MICHIGAN BASEBALL	1,226.64
06-12-2024	249250	00296	WILLIAM AND ASHLEY STAMP JR	30.38
06-12-2024	D02317	05462	AUTOZONE STORES LLC	13.94
06-12-2024	D02318	04066	BORDEN WASTE-AWAY SERVICE INC	6,401.18
06-12-2024	D02319	00077	CARQUEST AUTO PARTS	232.03
06-12-2024	D02320	02983	CINTAS LOCATION #351	1,599.43
06-12-2024	D02321	06316	JONES & BARTLETT LEARNING LLC	481.00
06-12-2024	D02322	00019	KENDALL ELECTRIC INC	355.27
06-12-2024	D02323	00216	LAWSON PRODUCTS INC	2,122.03
06-12-2024	D02324	03944	LINDE GAS & EQUIPMENT INC	158.67
06-12-2024	D02325	05121	MICKEY'S LINEN	424.26
06-12-2024	D02326	06026	MID-CITY SUPPLY CO INC	366.43
06-12-2024	D02327	06069	NAPA AUTO PARTS	111.85
06-12-2024	D02328	03091	PRIME QUALITY ELECTRIC LLC	8,732.11
06-12-2024	D02329	06125	THE COPY IMAGE INC	328.18
06-12-2024	D02330	05777	TRACE ANALYTICAL LABORATORIES	7,607.47
Manual Total				\$1,464,955.36
Automatic Total				\$414,892.17
Grand Total				\$1,879,847.53

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 05/19/2024
PR0637M PAYROLL DATE 05/24/2024

GENERAL	\$164,257.86
MAJOR STREET	4,257.78
LOCAL STREET	2,946.13
CEMETERY	7,567.28
AIRPORT	1,588.78
BUILDING	3,577.49
HOUSING DEPARTMENT	145.88
STURGES-YOUNG CENTER FOR THE ARTS	6,683.84
RECREATION	4,276.71
DOYLE RECREATION CENTER	9,696.51
AMBULANCE	12,695.92
ELECTRIC	90,798.31
SEWER	19,789.55
WATER	13,975.51
MOTOR VEHICLE	2,990.19
Payroll Sub-Total	\$345,247.74

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8D

DECLARATION OF DEDICATION

The City of Sturgis, a Michigan municipal corporation, 130 N. Nottawa, Sturgis, Michigan 49091, hereby declares and dedicates the following easement and right of way for the use of the general public forever to permit the City of Sturgis to install and maintain a shared use path for the purposes of pedestrian and bicycle traffic over and across the following described parcel of land situated in the City of Sturgis, St. Joseph County, Michigan, described as follows, to wit:

SHARED USE PATH DEDICATION

Commencing at the intersection of the south line of West Main Street and the west line of N. Nottawa Street, thence South 76 degrees 22 minutes West, a distance of 849.74 feet to the east line of North Clay Street, which is the Point of Beginning. Thence Southerly along the east line of N. Clay Street a distance of 6 feet, thence North 76 degrees 22 minutes East, 500 feet, parallel with the south line of West Main Street to a point 6 feet southerly of the south line of West Main Street thence Northerly a distance of 6 feet to the south line of West Main Street, thence South 76 degrees 22 minutes West along the south line of West Main Street to the Point of Beginning.

This instrument is exempt from real estate transfer tax under MCL 207.526(a) and MCL 207.505(a). IN WITNESS WHEREOF, the Parties have set their hands and seals as of the ____ day of June, 2024.

CITY OF STURGIS

By: _____
Francisco Perez, Mayor

By: _____
Kenneth D. Rhodes, Clerk

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

On this ____ day of ____ 2024, before me, a Notary Public in and for said County, appeared Francisco Perez and Kenneth D. Rhodes, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Clerk, respectively, of the CITY OF STURGIS named in and which executed the within instrument, and that said instrument was signed and sealed on behalf of said CITY OF STURGIS.

Notary Public
St. Joseph County, Michigan
My commission expires: _____

Prepared in the Offices of:
Bird, Scheske, Reed & Beemer, P.C.
227 W. Chicago Road
Sturgis, MI 49091
By: T.J. Reed
(269) 651-2445

Exhibit A

Scale 1" = 100 feet



**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8E



Boards and Commissions Application

Name: Taylor William Stahl
(First) (Middle) (Last)

Address: 1201 N Lakeview Ave Sturgis 49091 Email: stahl36@gmail.com
(Street) (City) (Zip)

Are you a city resident? Yes Home/Cell Phone: 269-625-6131

Occupation: Freight Train Conductor Work Phone: N/A

Employment: Canadian National
(Name of Employer)

800 Emmett St. Battle Creek 49014
(Street) (City) (Zip)

Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):

Vice Local Treasurer for Brotherhood of Locomotive Engineers and Trainmen (BLET) Division 200 Union 2018-2022

Reasons for seeking appointment (Areas of interest, goals, etc.):

As a citizen of Sturgis I would like to volunteer my time to further develop the city in the best interest of its taxpayers and businesses. Throughout my career on the Railroad I have volunteered with our local union and have enjoyed making a difference in the lives of our employees.

Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? _____ If yes, please explain.

N/A

References (Non-family, these may be personal or professional):

Clay Musloff 1101 E Hatch St Sturgis, MI 269-625-3085
(Name) (Address) (Phone)

Joe Garrison 203 2nd St SE Suite 500 Cedar Rapids, IA 52401 563-528-1645
(Name) (Address) (Phone)

Signature: Taylor Stahl Date: 1-22-24

Choose any boards/commissions that you are interested in, numbering them in order of preference, 1 being the most preferred.

- | | |
|---|--|
| <u>3</u> Airport Advisory Board | <u> </u> LDFA Board of Directors |
| <u> </u> Board of Review | <u>2</u> Parks and Cemetery Board |
| <u> </u> Construction Board of Appeals | <u>1</u> Planning Commission |
| <u> </u> DDA Board of Directors | <u> </u> Sister City Committee |
| <u> </u> Doyle and Recreation Advisory Board | <u> </u> Sturges-Young Center for the Arts Board |
| <u> </u> EDC & BRA Board of Directors | <u> </u> Sturgis Building Authority |
| <u> </u> Elected Officials Compensation Commission | <u> </u> Sturgis District Library Board |
| <u> </u> Election Commission | <u> </u> Sturgis Housing Commission |
| <u> </u> Employee's Retirement System | <u> </u> Zoning Board of Appeals |
| <u> </u> Health Facilities & Hospital Finance Authority | |

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

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

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into on the dates set forth below between the **City of Sturgis**, 130 N. Nottawa Rd., Sturgis, MI 49091 (the "Licensor") and the **St. Joseph County Intermediate School District**, 62445 Shimmel Rd., Centreville, MI 49032 (the "Licensee").

The parties agree as follows:

1. *Grant of License.* Licensor grants Licensee a nonexclusive, personal, nontransferable, license to use the kitchen and an Additional Instruction Area (the "Facility") located at the Sturges-Young Auditorium and Civic Center, 201 N. Nottawa Rd., Sturgis, Michigan (the "Building") from 7:30 a.m. to 3:00 p.m., Monday through Friday. Licensee accepts said license. "Additional Instruction Area" means any other area of the Building in good faith selected by Licensor where Licensee can hold lecture-type instruction with its students. The Additional Instruction Area will likely change day-to-day, depending on occupancy and use by Licensor's other customers and uses.

2. *Use of Facility.* Licensee shall use the Facility solely for teaching a culinary class to high school students. Licensee shall undertake good faith efforts to assure that its use does not disturb or unduly interfere with Licensor's other customers.

3. *Term.* This Agreement shall commence on July 1, 2024 and terminate on June 30, 2025.

4. *Cleanup of Facility.* Licensee shall be responsible for regularly policing the Facility for cleanliness. After each use, Licensee shall return all equipment to its original location within the Facility and clean/sanitize the Facility. Licensee's obligations include cleaning the range hood regularly, emptying trash in utilized spaces, and cleaning any other areas of the Building that are made untidy or dirty as a result of Licensee's use, as well as undertaking any other maintenance or cleaning required to stay compliant with applicable health department guidelines. Licensee shall have no obligation whatsoever to undertake any cleaning made necessary due to Licensor's actions. If Licensee fails to maintain its obligations to clean the facility as provided for in this section, the Licensor may impose a cleanup fee to cover reasonable costs of meeting those obligations.

5. *Fee; Security Deposit.* Licensee shall pay Licensor an annual license fee in the amount of **\$11,900.00**, payable in advance by check, cash, or bank transfer before the term commences. Licensee shall not be required to make a security deposit.

6. *Compliance with Laws.* Licensee shall, in connection with its use of the Facility, comply

with all applicable laws, ordinances and regulations, including all health and fire codes, and shall obtain any required permits.

7. *No Liability; Indemnification.* Licensor shall not be liable to the Licensee or Licensee's agents, employees, invitees, patrons, guests, students, or instructors ("Licensee Third Parties") for any personal injury, property damage, or loss of life or property caused by, or arising out of or in connection with, Licensee's use of the Facility, including but not limited to loss resulting from theft. Licensee shall defend and hold the Licensor harmless from and indemnify it against any claim, loss, expense or damage arising out of or in connection with Licensee's use of the Facility and any act or neglect of the Licensee or any Licensee Third Parties. Licensee shall provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Facility, such insurance to afford minimum protection, during the term of this Agreement, of not less than Two Million Dollars (\$2,000,000.00) single limit coverage.

8. *Equipment.* Licensee may, at its own risk, place items of personal property related to kitchen use at the Facility and shall be allowed to keep the items there at all times, as long as same do not constitute any sort of property or personal injury hazard. Licensor shall be allowed to use said personal property without charge; provided, however, that Licensor shall be responsible for any damage to said personal property resulting from Licensor's use. Upon termination of the License, Licensee shall remove all its personal property; provided, however, that Licensee shall not remove any item of personal property if (i) it constitutes a fixture, (ii) its removal is likely to cause damage to the Building, or (iii) its removal would result in an unsightly condition or unsafe condition that a reasonable owner would want to repair.

9. *Improvements.* Licensee may make improvements to the Facility only if it obtains Licensor's previous written consent, which Licensor may, subject to Section 10, withhold for any or no reason. Any improvements shall be and remain the sole and exclusive property Licensor, unless agreed upon otherwise by the parties in writing.

10. *AS IS.* The Facility and Building are provided AS IS, with no express or implied representations or warranties whatsoever from Licensor. In this regard, Licensee represents and warrants to Licensor that it has visited the Facility and Building and reasonably believes that they need no or only minor Modifications to make them legal and appropriate for Licensee's intended use. Licensee agrees to be solely responsible for any and all repairs, improvements, modifications, or other alterations required for Licensee to use the license ("Modifications"), including Modifications required or prudent for purposes of compliance with any and all Disability Laws that apply to Licensee's use, it being the parties' understanding that educational uses could make the Facility and Building subject to different disability protections, rights, and responsibilities. Licensor's consent to Modifications intended to comply with Disability Laws shall not be unreasonably withheld. Licensee will indemnify and hold Licensor harmless of and from any and all damages, claims, demands, suits, recoveries, liabilities, costs and expenses (including all court costs and reasonable attorney fees) incurred by Licensor as a result of any Disability Claim by any

Person. "Disability Claim" means any claim that the Facility, Building, or Licensee's use thereof violates any Disability Law. "Person" means any person who make the Disability Claim as a result of Licensee's use, including Licensee's actual or potential students or instructors. "Disability Laws" mean any federal or state law that helps people, including students, with disabilities obtain access to public accommodations or to educational opportunities, including but not limited to any state or federal constitutional protections, the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Michigan Mandatory Special Education Act.

11. *Assignment.* Licensee shall not assign this Agreement nor permit any use of the Facility other than as specified in this Agreement without the prior written consent of the Licensor.

12. *Miscellaneous.* This Agreement is entered into for the benefit of the listed parties, and is not intended to bestow any benefits on third parties. The parties agree that any claims under this Agreement against either of the parties from third parties shall be barred. Any notice specified in this Agreement shall be deemed properly given if delivered in writing personally or by certified mail to the parties at their addresses listed above, or at any other addresses that may be communicated by the parties to each other in writing. This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements. Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties. The parties agree that PDF or facsimile copies of signatures shall constitute original, binding signatures.

The parties have executed this Agreement on the dates written opposite their signatures below.

CITY OF STURGIS

Dated: _____

By: _____

Its:

ST. JOSEPH COUNTY INTERMEDIATE
SCHOOL DISTRICT

Dated: _____

By: _____

Its:

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

Bid Tab - SYCA Auditorium Audio Upgrades

Vendor	Address	Base Bid	Notes
SLS Production Services	1711 Vanderbilt Ave Portage, MI 49024	\$ 131,550.20	Alt. Bid with 3 additional assisted listening devices, earphones and charger \$130,913.11? Reduced amplifiers qty by one, reuse one existing
Acorn Sound Technology, LLC	5916 Preservation Dr Hamilton, MI 49419	\$ 169,711.00	
Conference Technologies Inc, (CTI)	7050 Dexter Ann Arbor Rd Dexter, MI 48130	\$ 152,253.00	Alt Bid with alt. equipment option \$138,295.00
CS Erickson	220 N Ferry Grand Haven, MI 49417	\$ 196,944.28	
Office Interiors (Vista Technologies)	1415 University Dr. Ct Grainger, IN 46530	\$ 134,894.00	

SYCA Auditorium Audio Upgrades Project

		261 Sturges-Young Center for the Arts	TOTAL PROJECT	
FY 2023-2024				
BUDGETED FUNDS	FY 2023-2024	\$135,000.00		\$135,000.00
PROJECT COSTS				
Equipment and Installation	Recommended 6-12-24	\$ 131,550.20	\$	131,550.20
Contingency	Recommended 6-12-24	\$ 6,600.00	\$	6,600.00
TOTAL FY 2023-2024		\$ 138,150.20	\$	138,150.20
OVER (UNDER) BUDGET		\$ 3,150.20	\$	3,150.20

Notes
 SACF - \$77,000; MACC Grant - \$33,161;
 Holiday Kaleidoscope - \$25,040

Stage Lighting and Sound (SLS)

Fund additional cost (\$3,150) from budgeted Contrib. from Capital Reserve if necessary

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D



J. RANCK ELECTRIC, INC.

Mt. Pleasant, Michigan

1993 Gover Parkway
Mt. Pleasant, MI 48858
Phone: (800) 792-3822
Fax: (989) 775-8830

December 19, 2023

City of Sturgis
130 N. Nottawa
Sturgis, MI 49091

Attn: Thomas Sikorski

Re: Kirsch Municipal Airport Runway Lightning Strike Repairs

Mr. Sikorski,

We are pleased to submit a quotation in the amount of One Hundred One Thousand Eight Hundred Fifty (**\$101,850.00**) dollars to provide the necessary labor, equipment and materials for the lighting strike repairs per our site evaluations. Please see the following pricing:

- Mobilization 1 Each @ \$7,500.00 \$7,500.00
 - Mobilization and demobilization.
 - Lodging and travel costs.
- Runway Edge Light Lamps 70 Each @ \$100.00 / Each \$7,000.00
 - Remove and replace Runway and Threshold lamps.
- PAPI Lamp 2 Each @ \$150.00 / Each \$300.00
 - Remove and replace PAPI 1 & 19 Lamps.
- 30/45W Isolation Transformers 8 Each @ \$450.00 / Each \$3,600.00
 - Remove and replace at Runway 1-19 Threshold Light. 4 each end.
- 60W Isolation Transformers 1 Each @ \$450.00 / Each \$450.00
 - Remove and replace at Runway Hold Short sign, North Taxiway Connector.

Flint, Michigan

3015 Airpark Drive North, Flint, MI 48507 | Fax: (810) 424-9750

Sault Ste. Marie, Michigan

511 Ashmun, Suite 201, Sault Ste. Marie, MI 49783 | Fax: (906) 632-7014

WEBSITE: ⁵⁰ WWW.JRANCK.COM



- 100W Isolation Transformers 9 Each @ \$500.00 / Each \$4,500.00
 - Remove and replace at existing signs.
- 200W Isolation Transformers 5 Each @ \$650.00 / Each \$3,250.00
 - Remove and replace at existing signs.
- Size 1 1 Module Sign 1 Each @ \$2,800.00 / Each \$2,800.00
 - Remove and replace sign on existing foundation.
- Size 1 2 Module Sign 2 Each @ \$3,900.00 / Each \$7,800.00
 - Remove and replace sign on existing foundation.
- 45W Lamps for Signs 14 Each @ \$75.00 / Each \$1,050.00
 - Remove and replace lamps.
- Quartz Lamp for Signs 6 Each @ \$100.00 / Each \$600.00
 - Remove and replace lamps.
- REILS 1 Set @ \$25,500.00 / Each \$25,500.00
 - Remove and replace REILS on existing foundations.
- 5KV #8 5,000 Feet @ \$4.50 / Foot \$22,500.00
 - Allowance of 5,000 feet. Paid as needed.
- Safety and Security 1 LS @ \$15,000.00 \$15,000.00
 - Provide and install runway closures.

Qualifications:

- a) Above quote is for lightning repairs only. Upgrade to lighting pricing is per quote dated August 18, 2023.
- b) Quote based on working normal working hours (7AM-5PM).
- c) We exclude any removal or replacement of any concrete or asphalt areas.
- d) We exclude all staking, clearing, permits, bonds, vault work.
- e) We exclude any handling or removal of contaminated soils.
- f) We exclude any underground obstruction removals (abandon utilities, rail, concrete etc.

We appreciate the opportunity to quote this work to you. If you have any additional questions, please feel free to contact me at 989-775-7393.

Sincerely,

J. RANCK ELECTRIC, INC.

A handwritten signature in blue ink, appearing to read "Jeff Davis". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jeff Davis

3/12/2024

0324-083

Sturgin Runway 01-19 Lighting Repairs
Sturgis



Listed below is our quotation for the above referenced project:

Pay Item	Pay Item Description	Quantity	Unit	Balanced Price	Balanced Price Ext
1	Mobilization	1.000	L.S.	\$32,500.00	\$32,500.00
2	Runway Edge Ligh Lamps	70.000	EACH	\$387.00	\$27,090.00
3	PAPI Lamp	2.000	EACH	\$638.00	\$1,276.00
4	20/45W Isolation Transformers	8.000	EACH	\$387.00	\$3,096.00
5	60W Isolation Transformers	1.000	EACH	\$391.00	\$391.00
6	100W Isolation Transformers	9.000	EACH	\$424.00	\$3,816.00
7	200W Isolation Transformers	5.000	EACH	\$484.00	\$2,420.00
8	Size 1 Module Sign	1.000	EACH	\$4,119.00	\$4,119.00
9	Size 1 2 module Signs	2.000	EACH	\$4,761.00	\$9,522.00
10	45W Lamps for Signs	14.000	EACH	\$388.00	\$5,432.00
11	Quartz Lamps for Signs	6.000	EACH	\$388.00	\$2,328.00
12	REILS	1.000	SET	\$12,766.00	\$12,766.00
13	5KV #8 (PLOW)	5,000.000	L.F.	\$15.61	\$78,050.00
14	Saftey and Security	1.000	L.S.	\$8,290.00	\$8,290.00
				TOTAL	\$191,096.00
	OPTIONAL PAY ITEMS				
15	Remove and install 70 each LED MRL on existing bases	70.000	EACH	\$387.00	\$27,090.00
16	Provide and install 20,000' of 5KV #8 cable in conduit	20,000.000	L.F.	\$5.44	\$108,800.00
17	Remove existing cable	3,000.000	L.F.	\$7.54	\$22,620.00
18	Abandon cable	3,000.000	L.F.	\$0.01	\$30.00
19	Provide and install lighted closure markers	2.000	EACH	\$2,999.00	\$5,998.00
20	Provide and install low profile barricades	75.000	EACH	\$115.00	\$8,625.00
21	2" sch 40 HDPE (PLOW)	15,250.000	L.F.	\$18.07	\$275,567.50

This quote contains the following exclusions/clarifications:

- SURVEYING
- QA/QC OF ANY KIND
- NO OVERTIME RATES ARE INCLUDED ALL WORK IS QUOTED WORKING NORMAL HOURS (7AM-4PM)
- ENGINEERING, TESTING (CONCRETE/ANCHOR BOLT) OR SURVEY/LAYOUT
- DEWATERING OF ANY KIND
- DAMAGE TO ANY UTILITY, NOT PART OF THE MISS DIG OR DIG SAFE SYSTEM
- CONTAMINATED SOIL HANDLING COSTS NOT INCLUDED - SLURRY IN CONTACT W/ SOIL (IN CONTAMINATED AREAS) WILL BE CONSIDERED CONTAMINATED
- CONCRETE/ASPHALT REMOVAL OR REPLACEMENT
- BOND COSTS, DUES, COUNTY/CITY/ROAD COMMISSION FEES AND PERMIT COST OF ANY KIND
- 0% D.B.E. INCLUDED IN BID

If you have any questions or require any additional information, please call my cell at (586) 206-5941 or via email at cmerritt@rauhornelec.com

Thank you,
Craig Merritt
Craig Merritt
Estimator

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E



RECOMMENDATION OF AWARD

May 23, 2024

Barry Cox, P.E.
City Engineer
City of Sturgis
130 N. Nottawa Street
Sturgis, MI 49091

RE: 2024 Parking Lot Improvements

Dear Barry:

We have reviewed the bid received on May 13, 2024, for the 2024 Parking Lot Improvements project. One responsive bid was received from Swarthout Excavating with a bid amount of \$689,142.85. The bid summary is attached to this letter.

Swarthout Excavation was awarded the Lot #6 project and has the capacity to complete both projects. We discussed the bid with Swarthout and determined their bid is fair and responsible.

We recommend the city award the 2024 Parking Lot Improvements project to Swarthout Excavating in the amount of \$689,142.85.

Please contact me with any questions.

Sincerely,

FLEIS & VANDENBRINK



Matt Johnson, P.E.
Project Manager

Enclosures

CITY OF STURGIS
 2024 PARKING LOT IMPROVEMENTS
 BID TABULATION



Date May 13, 2024
 PM Nate Torrey
 Project No. 852461

Item No.	Item Description	Unit	Estimated Quantity	Engineer Estimate		Swarthout Excavating	
				Unit Price	Amount	Unit Price	Amount
1	Mobilization, Bonds, and Insurance, Max. 5%	LSum	1	\$ 25,000	\$25,000	\$ 34,300.00	\$34,300.00
2	Traffic Control	LSum	1	\$ 15,000	\$15,000	\$ 10,000.00	\$10,000.00
3	Soil Erosion and Sedimentation Control	LSum	1	\$ 5,000	\$5,000	\$ 8,000.00	\$8,000.00
4	Remove HMA Pavement	Syd	1,430	\$ 5	\$7,150	\$ 4.50	\$6,435.00
5	Remove HMA Pavement at Electrical Trench	Syd	100	\$ 5	\$500	\$ 4.50	\$450.00
6	Cold Mill HMA Pavement	Syd	9,235	\$ 5	\$46,175	\$ 3.50	\$32,322.50
7	Remove Concrete Pavement	Syd	255	\$ 25	\$6,375	\$ 25.00	\$6,375.00
8	Remove Concrete Curb and Gutter	Ft	615	\$ 10	\$6,150	\$ 9.10	\$5,596.50
9	Remove Concrete Sidewalk	Syd	30	\$ 10	\$300	\$ 25.00	\$750.00
10	12" Storm Sewer	Ft	20	\$ 200	\$4,000	\$ 52.00	\$1,040.00
11	48" Storm Sewer Perforated	Ft	120	\$ 350	\$42,000	\$ 250.00	\$30,000.00
12	24" Storm Catch Basin	Each	1	\$ 5,000	\$5,000	\$ 3,812.75	\$3,812.75
13	48" Storm Catch Basin	Each	3	\$ 7,500	\$22,500	\$ 3,857.75	\$11,573.25
14	48" Leech Basin	Each	1	\$ 10,000	\$10,000	\$ 4,357.75	\$4,357.75
15	Parking Lot Grading	LSum	1	\$ 15,000	\$15,000	\$ 96,000.00	\$96,000.00
16	Subbase, CIP	Cyd	540	\$ 20	\$10,800	\$ 20.00	\$10,800.00
17	8" Aggregate Base, 21AA	Syd	1,600	\$ 20	\$32,000	\$ 19.31	\$30,896.00
18	Stone MDOT 6A	Cyd	350	\$ 50	\$17,500	\$ 52.50	\$18,375.00
19	Landscape Curb	Ft	500	\$ 50	\$25,000	\$ 85.00	\$42,500.00
20	HMA Pavement, 13A	Ton	180	\$ 150	\$27,000	\$ 59.52	\$10,713.60
21	HMA Pavement, 36A	Ton	1,200	\$ 150	\$180,000	\$ 144.19	\$173,028.00
22	HMA Pavement, 13A at Electrical Trench	Syd	100	\$ 30	\$3,000	\$ 90.00	\$9,000.00
23	6" Concrete Pavement	Syd	85	\$ 135	\$11,475	\$ 319.00	\$27,115.00
24	8" Concrete Pavement	Syd	20	\$ 150	\$3,000	\$ 440.00	\$8,800.00
25	6" Concrete Sidewalk	Syd	15	\$ 100	\$1,500	\$ 731.50	\$10,972.50
26	Concrete Parking Block	Each	74	\$ 150	\$11,100	\$ 445.00	\$32,930.00
27	Adjust Valve Box	Each	7	\$ 2,000	\$14,000	\$ 350.00	\$2,450.00
28	Drainage Structure Cover, Adjust	Each	1	\$ 2,000	\$2,000	\$ 750.00	\$750.00
29	Remove and Salvage Signs	Each	10	\$ 500	\$5,000	\$ 240.00	\$2,400.00
30	Accessible Parking Sign	Each	6	\$ 500	\$3,000	\$ 1,180.00	\$7,080.00
31	Van Accessible Parking Sign	Each	5	\$ 500	\$2,500	\$ 1,180.00	\$5,900.00
32	Bollard	Each	3	\$ 2,500	\$7,500	\$ 1,540.00	\$4,620.00
33	Pavement Marking	LSum	1	\$ 10,000	\$10,000	\$ 3,300.00	\$3,300.00
34	Landscaping Trees	Each	11	\$ 1,000	\$11,000	\$ 1,500.00	\$16,500.00
35	Surface Restoration	Syd	1,000	\$ 15	\$15,000	\$ 20.00	\$20,000.00

	\$602,525	Total:	\$689,142.85
Total:		As-Read:	\$689,142.85
		Difference:	\$0.00

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
2024 Parking Lot Improvements
Construction Phase
- B. Background/Description:
The purpose of this task order is to provide construction oversight and administration for the 2024 Parking Lot Improvements Project bid on May 13, 2024. The task order assumes the project will be awarded to Swarthout Excavating, LLC in the amount of \$689,142.85 at the June 12, 2024 City Commission meeting.
- C. Work Scope:

CONSTRUCTION PHASE

1. Provide project administration and engineering consultation throughout the construction period, including:
 - Schedule and attend progress meetings with the Contractor and City staff. Prepare and distribute meeting minutes. We have budgeted one (1) progress meeting during construction.
 - Review Contractor’s pay estimates, grant paperwork, and recommend for payment.
 - Prepare contract modifications, if necessary, and submit recommendation to City for authorization.
 - Review Contractor wage rates, staffing, and other paperwork for conformance with Section 3 requirements.
2. Provide on-site observation during construction. Our budget includes 45 hours per week full-time for 12 weeks. The inspector’s duties shall also include:
 - Provide record keeping of construction activities.
 - Address complaints filed with the City.
 - Maintain as-built records.
3. Complete quality assurance materials testing with assistance from a subcontracted firm.
4. Conduct a final review meeting on-site with the Contractor and City Staff to review the completed work. Prepare a final punch list of remaining work items. Provide one (1) follow-up inspection to verify that the punch list items have been completed.
5. Complete required construction staking to provide the contractor with construction grades and offsets. We budgeted four (4) rounds of construction staking.
6. Complete As-Recorded drawings based on as-built records. F&V will provide two (2) paper copies and one (1) electronic (PDF) copy.

2. Services of Engineer

A. Work Scope:

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

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

A.1

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

A.3 through A.19 – F&V will subcontract with testing firms directly.

B.

A1.06 – Commissioning Phase –

A.5 – Prepare Records Drawings

A2.01 – Other Services

A.5 – Construction Line and Grade staking

3. Owner’s Responsibilities

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

4. Times for Rendering Services

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

<u>Phase</u>	<u>Proposed Completion Date</u>
<u>Construction Phase</u>	<u>November 1, 2024 (Final Acceptance)</u>

5. Payments to Engineer

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
<i>Construction Phase</i>	<i>Standard Unit Rates</i>	<i>\$83,800</i>
TOTAL FEES =		\$83,800

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

6. Other Modifications to Master Agreement:

None.

7. Attachments:

None

8. Documents Incorporated by Reference:

None.

9. 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). Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is June 13, 2024

OWNER
City of Sturgis

ENGINEER
Fleis & VandenBrink Engineering, Inc.

Signature _____ Date _____

Andrew Kuk
Name

City Manager
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Barry Cox
Name

City Engineer
Title

130 N. Nottawa
Address

bcox@sturgismi.gov
E-Mail Address

(269) 659-7249
Phone

(269) 659-7295
Fax

Sturgis Purchase Order No.: _____

Signature _____ Date 6-5-2024

Matt Johnson, P.E.
Name

Regional Manager
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Matt Johnson, PE
Name

Project Manager
Title

4798 Campus Drive
Address

mjohnson@fveng.com
E-Mail Address

(269) 532-7396
Phone

(269) 382-6972
Fax

F&V Vendor No.: 00776

Downtown Parking Lots

	101 - General Fund	TOTAL PROJECT
--	--------------------	---------------

Prior FY Costs			
PROJECT COSTS			
Design Services	Approved 10/21	\$ 16,500.00	\$ 16,500.00
Lot 6 Visioning Proposal	Staff Approved 4/22	\$ 13,000.00	\$ 13,000.00
Concept Cost Opinions	Staff Approved 7/22	\$ 2,000.00	\$ 2,000.00
TOTAL FY 2020-2021		\$ 31,500.00	\$ 31,500.00

Notes
Task Order #02
Task Order #4a Visioning work for Lot 6
Task Order #02a; Information needed to apply for grants

FY 2023-2024			
BUDGETED FUNDS			
PROJECT COSTS			
		\$2,610,000.00	\$2,610,000.00
Design and Bidding Services	Approved 9/13/23	\$ 171,600.00	\$ 171,600.00
Phase I (Lot #6) Construction	Approved 5/8/2024	\$ 644,490.75	\$ 644,490.75
Phase I (Lot #6) Contingency Budget	Approved 5/8/2024	\$ 64,000.00	\$ 64,000.00
Phase I (Lot #6) Construction Engineering	Approved 5/8/2024	\$ 84,400.00	\$ 84,400.00
Phase II Construction	Recommended 6/12/2024	\$ 689,142.85	\$ 689,142.85
Phase II Contingency	Recommended 6/12/2024	\$ 138,400.00	\$ 138,400.00
Phase II Construction Engineering	Recommended 6/12/2024	\$ 83,800.00	\$ 83,800.00
TOTAL FY 2023-2024		\$ 1,875,833.60	\$ 1,875,833.60
OVER (UNDER) BUDGET		\$734,166.40	\$734,166.40

Notes
Task Order #2b
Swarthout Excavating
Approximately 10% of Award
Task Order 02c
Swarthout Excavating
Approximately 20% of Award
Task Order #2d