



**AGENDA**  
**CITY COMMISSION MEETING**  
**WEDNESDAY, JUNE 26, 2024**  
**CITY HALL | 130 N. NOTTAWA ST.**  
**WIESLOCH RAUM**

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

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
  - A. Action of Minutes of Previous Meetings
    - **APPROVE the minutes from the June 12, 2024 regular meeting as presented.**
  - B. Pay Bills
    - **AUTHORIZE the payment of the City bills in the amount of \$1,434,492.65 as presented.**
  - C. 2024 Independence Day Children’s Parade
    - **APPROVE the request for an Independence Day Children’s Parade in the South Lakeview neighborhood to be held on Thursday, July 4, 2024 at 10:00 a.m. with a route as presented.**
9. UNFINISHED BUSINESS - None
10. NEW BUSINESS
  - A. Millage Rate Public Hearing – Kenneth Rhodes
  - B. Fire Extrication Equipment Purchase – Andrew Strudwick
  - C. Opioid Settlement Funds – Ryan Banaszak
  - D. Used Street Sweeper Purchase – Thomas Sikorski
  - E. City Manager Evaluation Logistics – Mayor Perez
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

# Manager's Report

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JUNE 26, 2024



Submitted by:

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

Andrew Kuk  
City Manager

## 8. Consent Agenda

### Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for June 26, 2024 as presented.

### Staff Recommendation:

**APPROVE**

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

##### Consent Agenda Motion:

*APPROVE the minutes from the June 12, 2024 regular meeting as presented.*

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

##### Consent Agenda Motion:

*AUTHORIZE the payment of the City bills in the amount of \$1,434,492.65 as presented.*

#### **8C. 2024 Independence Day Children's Parade**

The City has received a request from resident Julie Meyer to have an Independence Day Children's Parade in their South Lakeview neighborhood the morning of Tuesday, July 4<sup>th</sup>. The parade will start at Parkside Circle, running to Parkside, then to Myrtle, west on Myrtle to Independence, and ending at the Frost tennis courts (on Independence). The parade would start at 10:00 a.m. The event request includes an invitation for the Fire Department to have a truck lead the parade. The City Commission has approved the event in the past.

##### Consent Agenda Motion:

*APPROVE the request for an Independence Day Children's Parade in the South Lakeview neighborhood to be held on Thursday, July 4, 2024 at 10:00 a.m. with a route as presented.*

## **10. New Business**

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

**Staff: Kenneth Rhodes**

#### **OPEN PUBLIC HEARING**

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. The City also needs to set the rate for the Streets/Sidewalks Improvement Millage, which was renewed by voters in 2022 for 3.0 mils.

Due to the State of Michigan's Headlee rollback rule, the highest millage general operating rate the City may consider this year (without a vote of the electorate) is 11.6689; the highest rate for the Streets/Sidewalks Improvement Millage is 2.9967. These rates are slightly lower than those in 2023, but the overall levy would increase due to the increase in the City's taxable value. At the maximum rate, one mil of the operating millage would generate approximately \$300,000.00 in revenue.

At the June 12<sup>th</sup> City Commission meeting, the Commission approved advertisement of a public hearing and advertised the millage rate at 11.6689 and 2.9967 respectively. As previously explained, the advertised tax rate is the maximum rate that the City Commission can set after the public hearing. The Commission is not obligated to approve this rate and may choose to approve a lesser tax rate.

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

#### **CLOSE PUBLIC HEARING**

**Proposed Motion:**

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

**Proposed Motion:**

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

## **10. New Business**

### **B. Fire Extrication Equipment Purchase**

**Staff: Andrew Strudwick**

As part of the capital improvement fund, funds were budgeted in 2024 to purchase new battery powered extrication tools to replace the old set on the first-out rescue pumper.

The current set of extrication tools was purchased in 2016. Since that time the automotive industry has increased the amount of reinforced or high-strength structural steel that is used in the construction of vehicles. This structural system has basically become a high-strength roll cage around the occupants that helps protect them during a crash, however, it has also made removing them from that crash more difficult. This newest generation of tools has the ability to cut this high-strength steel allowing rescuers access to patients to provide aid.

The Department of Public Safety Fire Division conducted test days with four different vendors. These demonstration days consisted of the vendor meeting staff on site at a local scrap yard, introducing their products, and Sturgis firefighters testing each tool that was being considered for purchase. Each of the test days had a minimum of six firefighters there, and each session lasted about three hours. After each demonstration session, the pros and cons for those tools and vendors were discussed as a group.

After testing and evaluation of the four vendors, two vendors stood out in terms of capabilities, ergonomics, durability, and design. In researching both products, staff learned that one of the vendors had recently experienced several critical failures of their tool, with one incident resulting in serious injury to a firefighter. Considering all factors, including cost, staff recommends the Holmatro tools from Impact Rescue in the amount of \$37,792.00. This purchase would include:

- One (1) Holmatro Pantheon PCU50 cutter
- One (1) PCT50 combi tool
- One (1) T1 forceable entry tool
- Four (4) batteries and chargers

Impact Rescue is the sole source vendor for the State of Michigan for Holmatro. Along with the equipment purchase, Impact Rescue will also be conducting in-service training when tools are delivered to ensure all staff are trained and proficient with the new equipment.

The Capital Budget for FY 2023-2024 originally included \$25,000.00 for extrication tools, as well as \$25,000.00 budgeted for FY 2024-2025. The FY 2023-2024 budget also included \$15,000.00 for SCBA tank replacements. Staff is changing philosophy on when SCBA tanks are replaced and therefore is not spending the \$15,000.00 budgeted for that purpose. By adding this amount to the already-budgeted \$25,000.00 for the tools, it brings the total available funds to \$40,000.00. Staff is also removing the \$25,000.00 from the FY 2024-2025 capital budget for tools.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY purchase of Holmatro extrication tools from Impact Rescue in the amount of thirty-seven thousand, seven hundred and ninety-two dollars (\$37,792.00) as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. Quote from Impact Rescue

## **10. New Business**

### **C. Opioid Settlement Funds**

**Staff: Ryan Banaszak**

The City of Sturgis has received and continues to receive around \$25,000.00 a year in Opioid Settlement money allocated through the federal government from pharmaceutical companies in response to federal action. The money comes with strict restrictions in terms of allowable uses which include purchasing Narcan, treatment services, programming, and public education. After reviewing the allowable uses and the total allotment of money received, staff recommends a public education campaign to address the dangers of opioids as well as proper prescription drug use and disposal.

A Request for Proposals (RFP) was advertised on BidNet highlighting the desires of our campaign to include 2 educational videos (1 aimed at elementary students and 1 aimed at middle/high school students), several social media short videos (30 seconds or less) as well as graphic post for social media in both English and Spanish all to be done within a budget of \$25,000.00. fourteen responses to the RFP were received and all were similar in total content delivered, with several companies not providing specific quantities of social media posts as requested. After a thorough review of all the proposals, staff recommends proceeding with Hype Brand Management of Sturgis. Hype will provide the 2 educational videos, 5 – 30 second vertical format videos for social media and 30 design posts, as well as all scripting, multiple shoots, and animation character creation.

Due to this proposed use of funds, a budget amendment is required as no budgeted expenditures were included in the original budget for Fund 284. Enclosed is the budget amendment for consideration.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the proposal from Hype Brand Management for the Opioid public education campaign in the amount of twenty-five thousand dollars (\$25,000.00) as presented.**



**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Budget Amendment for Fiscal Year 2023-2024 as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. Bid Tab
2. Hype Brand Management Proposal
3. 2023-2024 Budget Amendment Fund 284

## **10. New Business**

### **D. Used Street Sweeper Purchase**

**Staff: Thomas Sikorski**

Prior to this year the Public Services Department operated with two street sweeper units with vacuum capabilities; both were 2005 Sterling VAC-ALL models. The two units were 18 years old and experiencing various maintenance issues. Those units sold at auction as a pair for thirty-thousand dollars (\$30,000.00).

At the December 2023 Commission meeting, the Commission approved the purchase of a used 2007 model, pre-emission control, Johnston- Allianz M3 mechanical sweeper for total purchase price of \$100,000.00.

Being aware of the City's financial position and the unbudgeted nature of another purchase in this fiscal year, staff was not looking at new sweeper units, which cost \$425,000.00 or more. Instead, staff has been looking at potential purchase options for another slightly used, low hours and mileage, pure-vac sweeper. This will allow the department to have options for sweeping streets, maintaining stormwater catch basins, and potentially removing foreign debris objectives (FOD) from airport taxiways and runways.

Recently, Brown Equipment contacted staff regarding a used Johnston VT651 pure-vac sweeper on a 2015 Freightliner M2 Chassis with 27,189 miles and 1,852 sweeper hours. After reviewing the unit's specifications and inspecting it, the unit meets and exceeds staff's specifications for a used pure-vac sweeper. The unit does have an auxiliary engine and is powered by John Deere's staple 4045T 115HP (pre-emissions) diesel engine; the same engine which powers the mechanical sweeper purchased in December. The purchase price for the 2015 Johnston VT651 sweeper is \$180,000.00; a quote and vehicle information are included in your packet.

Staff recommends the purchase of the used 2015 Johnston VT651 pure-vac sweeper. As with most used units, the sporadic nature of availability for a quality used unit has necessitated bringing the opportunity to the Commission as an

unbudgeted expense. Staff does not believe the unit will last long in the current used equipment market environment and Brown Equipment Company offered the City the first right of refusal, holding it until after the Commission can consider the purchase.

As stated, this purchase would be an unbudgeted expense paid for out of the Motor Vehicle Fund. This vehicle would be leased out to various departments, with the lease expense mostly charged to the Major and Local Streets funds. Staff believes that the cost of the purchase will be recouped with operational efficiencies and cost savings experienced with the new unit.

If not approved, staff will likely include a recommended purchase of a street sweeper in the next draft of the FY 2024-2025 budget.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the purchase of a used 2015 Johnson VT651 sweeper from Brown Equipment Company in the amount of one hundred eighty thousand dollars (\$180,000.00) as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. Quote
2. Vehicle Pictures

## **10. New Business**

### **E. City Manager Evaluation Logistics**

**Staff: Mayor Perez**

Mayor Perez and Vice-Mayor Miller have met regarding my evaluation. Mayor Perez will be presenting information related to the questions and process of the evaluation and receiving feedback. The evaluation is tentatively scheduled to take place at the July 10<sup>th</sup> City Commission meeting.

## Noteworthy Meetings / Events

- City Commission Budget Meeting | June 17<sup>th</sup>
- Sturgis Fest Kickoff Dinner | June 18<sup>th</sup>
- Sturgis Neighborhood Program Open House | June 19<sup>th</sup>
- Sturgis Fest Family Day | June 19<sup>th</sup>
- St. Joseph County EDGE Meeting | June 20<sup>th</sup>
- Sturgis Fest Bike Night | June 20<sup>th</sup>
- Lee Austermann Funeral | June 21<sup>st</sup>
- Sturgis Fest Cruise In & Night Parade | Downtown | 5pm-10pm | June 21<sup>st</sup>

## Upcoming Events

- Sturgis Fest All Sports Day | Sturgis High School | June 22<sup>nd</sup>
- Sturgis Fest Fireworks | Kirsch Municipal Airport | Dusk | June 22<sup>nd</sup>
- MI Art Fest / Jeep Cruise-In | Downtown | 5pm-9pm | July 12<sup>th</sup>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8A**

**REGULAR MEETING - STURGIS CITY COMMISSION**  
**WEDNESDAY, JUNE 12, 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, Smith, Harrington, Hile, Vice-Mayor Miller, Mayor Perez  
Commissioners absent: Nieves

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

Greg Lomax, 1624 Griffith Street, explained that people are speeding on Griffith Street. Discussion followed.

Michael Clipfell, 1007 N Lakeview, explained that there are often items on the terrace due to an eviction. The City Attorney explained that the requirement with an eviction is to put the items on the terrace area.

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

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of June 12, 2024 as presented.

**8A. 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

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

City Clerk/Treasurer Kenneth Rhodes provided information on the required Public Hearing related to the millage rates on property taxes. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Mullins to set the 2024 millage rate Public Hearing for the June 26, 2024 regular meeting and direct City Staff to include 11.6689 mils for Operating Millage and 2.9967 mils for Streets/Sidewalk Improvement millage as part of the Public Hearing notice.

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

SYCA Director Jamie Eymer explained that the ISD will again utilize the facility for their hospitality class for another year. Discussion followed.

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

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

Facilities Manager Dan Root provided details on the bids received related to audio upgrades in the auditorium. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve 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.

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

Moved by Comm. Hile and seconded by Comm. Smith to approve a contingency budget for the auditorium audio upgrade project in the amount of six thousand, six hundred dollars (\$6,600.00).

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

DPS Director Tom Sikorski provided details on the contract to fix the runway lights at the airport which were damaged after a lightning strike. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve 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.

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**



City Engineer Barry Cox provided details on the bids received for the rehabilitation of the remaining downtown parking lots. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to 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.

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

Moved by Comm. Hile and seconded by Comm. Smith to approve 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.

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

Moved by Comm. Hile and seconded by Comm. Smith to 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).

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

Moved by Comm. Hile and seconded by Comm. Smith to recess the regular City Commission meeting.

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

The meeting was recessed at 6:37.

**SPECIAL MEETING  
STURGIS HOUSING DEVELOPMENT CORPORATION  
WEDNESDAY, JUNE 12, 2024  
WIESLOCH RAUM – CITY HALL**

President Andrew Kuk called the meeting to order at 6:38 p.m.

Mr. Kuk explained that MDOT has provided another agreement for rehabilitation of a crosswalk on US-12 next to a property owned by the SHDC. Discussion followed.

Moved by Dir. Hile and seconded by Dir. Smith to 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.

**Voting yea: Seven      Voting nay: None      Absent: Nieves      MOTION CARRIED**

The meeting was adjourned at 6:40 p.m.

The City Commission meeting reconvened at 6:41 p.m.

Moved by Com. Hile and seconded by Com. Smith to go into Closed Session to discuss the purchase of property.

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

**Voting nay: None**

**Absent: Nieves**

**MOTION CARRIED**

**Meeting recessed at 6:55 p.m.**

**Meeting reconvened at 7:05 p.m.**

Moved by Comm. Hile and seconded by Comm. Smith to approve the real estate purchase agreement for City Sub II lots as presented.

**Voting yea: Seven**

**Voting nay: None**

**Absent: Nieves**

**MOTION CARRIED**

The meeting was adjourned at 7:07 p.m.

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



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8B**



# Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 6/26/2024 Month: 09

Date	Check#	Vendor	VendorName	Amount
06/14/2024	249251M	06483	SONIT SYSTEMS LLC	27,783.71
06/07/2024	PR0638M	00061	CITY OF STURGIS PAYROLL	375,364.45
06/04/2024	T16801M	05903	WEST SIDE BEER DISTRIBUTING	311.60
06/05/2024	T16802M	00108	STATE OF MICHIGAN	54,872.42
06/11/2024	T16803M	00512	CAMOCO FUEL SYSTEM	17,971.56
06/07/2024	T16804M	00062	CITY OF STURGIS-EMPLOYEE INS	71,767.43
06/07/2024	T16805M	00063	CITY OF STURGIS TAX TRANSFER	20,434.74
06/07/2024	T16806M	00064	INTL CITY MGMT ASSOC RETR CORP	10,218.47
06/07/2024	T16807M	00065	DOYLE MEMBERSHIP TRANSFER	3,109.93
06/07/2024	T16808M	03229	CITY OF STURGIS-WORKERS COMP	3,112.43
06/07/2024	T16809M	05123	COMERICA BANK-INST TRUST SERV	32,344.73
06/07/2024	T16810M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,248.37
06/25/2024	T16811M	03770	MICHIGAN GAS UTILITIES	79.38
06/26/2024	T16812M	03770	MICHIGAN GAS UTILITIES	108.33
06/26/2024	T16813M	03770	MICHIGAN GAS UTILITIES	40.66
06/26/2024	T16814M	03770	MICHIGAN GAS UTILITIES	123.62
06/25/2024	T16815M	04389	FRONTIER COMMUNICATIONS A	396.64
06/25/2024	T16816M	03770	MICHIGAN GAS UTILITIES	18.57
06/10/2024	T16817M	04197	MI PUBLIC POWER AGENCY	157,503.67
06/17/2024	T16818M	06093	PEPSI BEVERAGES COMPANY	223.69
06/22/2024	T16819M	03858	FARMERS STATE BANK	7,781.90
06/12/2024	T16820M	00449	CENTURY BANK & TRUST	3,402.13
06/17/2024	T16821M	04197	MI PUBLIC POWER AGENCY	218,822.24
06/14/2024	T16822M	04088	BLUE CROSS BLUE SHIELD OF MI	95,509.78
Manual Total				1,104,550.45
06/26/2024	249252	06262	ACEK9	168.00
06/26/2024	249253	00066	ACTION QUICK PRINT PLUS	479.00
06/26/2024	249254	00332	ALEXANDER CHEMICAL CORP	325.00
06/26/2024	249255	00002	ALL-PHASE ELECTRIC SUPPLY	390.45
06/26/2024	249256	05986	ALPHA BUILDING CENTER-NOTTAWA	303.61
06/26/2024	249257	06119	AMAZON.COM SALES INC	5,696.08
06/26/2024	249258	00624	AQUA BLAST CARWASH SYSTEMS INC	824.00
06/26/2024	249259	02292	ASPLUNDH TREE EXPERT CO	13,479.60
06/26/2024	249260	05001	BAUCKHAM THALL SEEGER	1,122.00
06/26/2024	249261	06117	BENITA ANN LEWIS	60.00

## Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 6/26/2024 Month: 09

06/26/2024	249262	00072	BIRD, SCHESKE, REED & BEEMER,	1,380.50
06/26/2024	249263	00005	BOGEN CONCRETE INC	972.50
06/26/2024	249264	03327	BOUND TREE MEDICAL LLC	419.54
06/26/2024	249265	00296	BRANDON J ANDERSON	81.26
06/26/2024	249266	03343	BYLER ELECTRIC INC	4,531.25
06/26/2024	249267	00364	CAROL DUSTIN	380.00
06/26/2024	249268	00296	CHAD A HANSEN	74.37
06/26/2024	249269	06414	CHRISTINA NORTH	5,744.00
06/26/2024	249270	00296	CHRISTOPHER L WARE	80.63
06/26/2024	249271	01323	CITY OF COLDWATER	20.00
06/26/2024	249272	05634	CLARK LOGIC	3,412.38
06/26/2024	249273	00358	CONSUMERS CONCRETE CORP INC	946.25
06/26/2024	249274	05108	CORRIGAN OIL CO	56.60
06/26/2024	249275	06325	COTTIN'S HARDWARE	173.85
06/26/2024	249276	06158	CULLIGAN WATER OF STURGIS	247.60
06/26/2024	249277	06264	CUTTER'S EDGE LAWN CARE LLC	1,764.00
06/26/2024	249278	06537	D P EQUIPMENT CO INC	9,769.00
06/26/2024	249279	05909	TONY D'HAESE	112.00
06/26/2024	249280	00041	DAVID HUBER	60.00
06/26/2024	249281	03842	DESIGNS BY VOGT'S LLC	288.00
06/26/2024	249282	03109	DOWNTOWN DEVELOPMENT AUTHORITY	1,830.00
06/26/2024	249283	05165	DR LAB SERVICES LLC	1,020.00
06/26/2024	249284	06361	ECOLAYERS INC	775.00
06/26/2024	249285	00169	FASTENAL COMPANY	73.75
06/26/2024	249286	05151	FAWN RIVER MECHANICAL LLC	13,362.30
06/26/2024	249287	05490	FERGUSON WATERWORKS #3386	3,384.79
06/26/2024	249288	05544	FIRST ADVANTAGE OCCUPATIONAL	51.18
06/26/2024	249289	00776	FLEIS & VANDENBRINK	31,707.86
06/26/2024	249290	04389	FRONTIER COMMUNICATIONS A	114.20
06/26/2024	249291	06468	GANNETT MICHIGAN LOCALiQ	325.60
06/26/2024	249292	02082	GECKO SECURITY LLC	30.00
06/26/2024	249293	06539	GEIGER E.D.M. INC	2,000.00
06/26/2024	249294	04002	GENESIS LAMP CORP	513.21
06/26/2024	249295	00183	GRAINGER INC	241.00
06/26/2024	249296	06408	GRAND IMPRESSIONS PROP MAINT	148.00
06/26/2024	249297	03566	HAMMERSMITH EQUIPMENT CO	138.00
06/26/2024	249298	05349	HEATHER SWINSICK	414.00

## Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 6/26/2024 Month: 09

06/26/2024	249299	05222	HOLLAND DEPT OF PS/WMCJTC	1,220.83
06/26/2024	249300	03515	HYDROCORP	4,625.50
06/26/2024	249301	00825	IACP	190.00
06/26/2024	249302	00538	THE IDRISSE COMPANY	350.00
06/26/2024	249303	05522	INTERSTATE BATTERIES-GREAT LKS	152.95
06/26/2024	249304	04543	J & B MEDICAL SUPPLY INC	45.57
06/26/2024	249305	01101	JANENE KOSMAN	120.00
06/26/2024	249306	06314	JODIE M JOHNSON	40.00
06/26/2024	249307	06217	JOHN J FLOWERS	40.00
06/26/2024	249308	00296	JULIO MANGANDI	800.00
06/26/2024	249309	00041	KAMELA PETERSON	60.00
06/26/2024	249310	01656	KOORSEN FIRE & SECURITY INC	3,772.75
06/26/2024	249311	04666	PAUL KRICK	360.00
06/26/2024	249312	00212	KSS ENTERPRISES	482.57
06/26/2024	249313	04039	LAKELAND ASPHALT CORP	6,142.92
06/26/2024	249314	03684	LEXISNEXIS RISK SOLUTIONS	100.00
06/26/2024	249315	03256	LIMA ELEVATOR COMPANY INC	119.45
06/26/2024	249316	06543	LUCKY DUCK DECOYS	600.00
06/26/2024	249317	06250	MARANA GROUP	3,256.40
06/26/2024	249318	06155	MERCER SEPTIC AND EXCAVATING	2,080.00
06/26/2024	249319	06349	MERCURY MEDICAL	327.60
06/26/2024	249320	03774	STATE OF MICHIGAN	30.00
06/26/2024	249321	03774	STATE OF MICHIGAN	30.00
06/26/2024	249322	03774	STATE OF MICHIGAN	198.00
06/26/2024	249323	03774	STATE OF MICHIGAN	86.50
06/26/2024	249324	01641	MICHIGAN RURAL WATER ASSOC	1,250.00
06/26/2024	249325	05051	MILSOFT UTILITY SOLUTIONS	40,500.00
06/26/2024	249326	00847	MWEA	190.00
06/26/2024	249327	06267	NEW CREATIONS LANDSCAPE LLC	3,306.41
06/26/2024	249328	06471	NTH CONSULTANTS, LTD	1,230.00
06/26/2024	249329	06491	ONLINE INFORMATION SERVICES	484.71
06/26/2024	249330	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,744.00
06/26/2024	249331	00033	POSTNET POSTAL & BUSINESS	27.39
06/26/2024	249332	00485	POWER LINE SUPPLY	2,050.76
06/26/2024	249333	02847	J RANCK ELECTRIC INC	4,071.92
06/26/2024	249334	00035	RESCO	30,296.26
06/26/2024	249335	06038	REVOLUTION HEALTH, P.C.	219.00



# Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 6/26/2024 Month: 09

06/26/2024	249336	06521	RICKETT'S LAWN CARE	285.00
06/26/2024	249337	05379	S & S INDUSTRIAL SUPPLY	211.25
06/26/2024	249338	05168	SLS PRODUCTION SERVICES LLC	65,218.40
06/26/2024	249339	03877	ST JOSEPH CO DRAIN COMMISSION	175.00
06/26/2024	249340	00488	STATE SYSTEMS RADIO INC	195.00
06/26/2024	249341	04274	STEENSMA LAWN & POWER EQUIP	475.37
06/26/2024	249342	06525	STRAIGHT LINE MOWING	100.00
06/26/2024	249343	06487	STURGIS ACE HARDWARE	260.39
06/26/2024	249344	01458	STURGIS AREA CHAMBER	5,083.00
06/26/2024	249345	02310	STURGIS CIVIC PLAYERS	1,260.00
06/26/2024	249346	04140	SWICK BROADCASTING COMPANY	200.00
06/26/2024	249347	06107	TALIA YEOMAN	560.00
06/26/2024	249348	00296	TAMMY A WILLIAMS	83.13
06/26/2024	249349	00046	TELE-RAD INC	1,219.34
06/26/2024	249350	00041	TERRY BENN	60.00
06/26/2024	249351	06151	THE NAKED SHIRT CUSTOM PRINTNG	432.00
06/26/2024	249352	06441	TOTAL PROPERTY MANAGEMENT	1,275.00
06/26/2024	249353	06426	TRACY LIVELY LLC	40.00
06/26/2024	249354	01238	UNITED PARCEL SERVICE	13.66
06/26/2024	249355	06150	UNITED WHOLESALE GROCERY	2,456.23
06/26/2024	249356	04453	VERIZON WIRELESS	2,345.48
06/26/2024	249357	06510	VERSATUBE BUILDING SYSTEMS	4,550.00
06/26/2024	249358	06147	WAYNE DUCHARME	56.00
06/26/2024	249359	03872	JORY WEBB	240.00
06/26/2024	249360	04994	W MICHIGAN INTERNATIONAL LLC	6,711.39
06/26/2024	249361	06451	WILCOX NEWSPAPERS	80.00
06/26/2024	249362	00041	ZAC HILLIGOSS	60.00
06/26/2024	249363	00041	ZACK PERRY	60.00
06/26/2024	D02331	00340	AMERICAN SAFETY & FIRST AID	156.85
06/26/2024	D02332	02983	CINTAS LOCATION #351	896.57
06/26/2024	D02333	00019	KENDALL ELECTRIC INC	247.33
06/26/2024	D02334	06238	LUBRICATION ENGINEERS, INC	2,873.18
06/26/2024	D02335	05121	MICKEY'S LINEN	245.55
06/26/2024	D02336	06026	MID-CITY SUPPLY CO INC	175.53
06/26/2024	D02337	01596	MOTION INDUSTRIES INC	225.87
06/26/2024	D02338	06069	NAPA AUTO PARTS	968.52
06/26/2024	D02339	03091	PRIME QUALITY ELECTRIC LLC	218.56

## Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 6/26/2024 Month: 09

06/26/2024	D02340	00279	RATHCO SAFETY SUPPLY	5,065.50
06/26/2024	D02341	03897	SYN-TECH SYSTEMS INC	550.00
06/26/2024	D02342	05777	TRACE ANALYTICAL LABORATORIES	321.25
06/26/2024	D02343	04792	VILLA ENVIRONMENTAL CONSULTANT	200.00
Automatic Total				329,942.20
Grand Total				1,434,492.65

**PAYROLL DISBURSEMENT**  
**FOR PAYROLL ENDING 06/02/2024**  
**PR0638M PAYROLL DATE 06/07/2024**

GENERAL	\$187,286.86
MAJOR STREET	9,043.52
LOCAL STREET	7,643.78
CEMETERY	8,117.04
AIRPORT	1,513.01
BUILDING	3,586.46
HOUSING DEPARTMENT	107.30
STURGES-YOUNG CENTER FOR THE ARTS	6,044.11
RECREATION	3,803.71
DOYLE RECREATION CENTER	9,010.97
AMBULANCE	13,092.40
ELECTRIC	93,162.42
SEWER	18,882.03
WATER	11,363.30
MOTOR VEHICLE	2,707.54
<b>Payroll Sub-Total</b>	<b>\$375,364.45</b>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10B**



Impact Rescue LLC  
3029 Marquette Ct  
Indianapolis, IN 46268  
317-714-4143  
martin.price@impactrescue.com  
www.impactrescue.com

Quote 2035



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Sturgis Fire Department	Sturgis Fire Department	05/28/2024	\$37,792.00	12/31/2024
124 N. Ottawa St	124 N. Ottawa St			
Sturgis, MI 49091	Sturgis, MI 49091			

TERRITORY	SALES REP
Kyle	Kyle

DATE	PRODUCT OR SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	PCT50 COMBI TOOL NEXT GEN -159.000.225	PCT50 COMBI TOOL NEXT GEN	1	15,303.00	15,303.00
	PCU50 CUTTER NEXT GEN - 159.000.224	PCU50 CUTTER NEXT GEN	1	14,542.00	14,542.00
	Pentheon Battery PBPA287 - 151.000.583	Pentheon Battery PBPA287	4	976.00	3,904.00
	Pentheon Battery Charger PBCH2 115V - 151.000.742	Pentheon Battery Charger PBCH2 115V	2	647.00	1,294.00
	POTC1 - On tool charging Cord - 151.000.499	POTC1 - On tool charging Cord	2	116.00	232.00
	DCPC1 - Daisy Chain Cord - 151.000.503	DCPC1 - Daisy Chain Cord	1	17.00	17.00
	Vertical Bracket for Holmatro PCT50 Pentheon Combi - MPCT50V	Vertical Bracket for Holmatro PCT50 Pentheon Combi PP-HOL-PCT50 -V	1	0.00	0.00
	Vertical Bracket for Holmatro PCU50 - MPCU50V	Vertical Bracket for Holmatro PCU50 PP-HOL-PCU50-V	1	0.00	0.00
	T1 Forcible Entry Tool - 151.001.787	T1: Forcible Entry Tool	1	2,500.00	2,500.00

Thank You for your Business. We accept ACH Payments as well as Credit Cards. Checks can be mailed to 3029 Marquette Ct. Indianapolis, IN 46268	SUBTOTAL	37,792.00
	TAX	0.00
	TOTAL	\$37,792.00

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THANK YOU.

Accepted By

Accepted Date

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10C**





## Bid Tab RFP Opioid Social Media Project

Vendor	Ed Video Time	Social Media #	Graphic Media #	Samples		Cost
Forge MultiMedia, North Carolina	1-2 Minutes			None		\$ 25,000.00
Addis Enterprises, Lansing	Block billing and charges, Samples and good work but not what we are looking for with this project.					
SDLC, U.A.E	1-2 Minutes			Yes		\$ 25,000.00
NTC, MN	1-2 Minutes	6	6	Yes		\$ 25,000.00
DVS, GR	1-2 Minutes	4 to 6		Yes		\$ 24,380.00
Hype, Sturgis	1-2 Minutes	5	30	Yes		\$ 25,000.00
Godigi,	1-2 Minutes			Yes		\$ 22,000.00
WD, PA	1-2 Minutes	7	15	Yes		\$ 25,000.00
NGP, Detroit	1-2 Minutes	2		Yes		\$ 30,000.00
Reveal, Musk	1-2 Minutes			Yes		\$ 25,000.00
Strive, DT	1-2 Minutes	5 to 7	5	Yes		\$ 24,050.00
Q&M, AA						\$ 25,000.00
1708 Media	1-2 Minutes	4		Yes		\$ 24,700.00
Outfront, DT	1-2 Minutes	4		Yes		\$ 25,000.00

# HYPE

BRAND MANAGEMENT

## SDPS PROPOSAL



**STURGIS**  
**DEPARTMENT**  
OF PUBLIC SAFETY

# SDPS PROPOSAL

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**EDUCATIONAL VIDEOS USING ANIMATED CHARACTERS  
MIXED WITH REAL LIFE FOOTAGE**

**(2 QTY VIDEOS 1-2 MINS IN LENGTH)**

**-TARGET ELEMENTARY STUDENTS**

**-TARGET MIDDLE/HIGH SCHOOL STUDENT**

**VERTICAL FORMAT SHORT VIDEOS**

**(5 QTY VIDEOS, 30 SECONDS OR LESS IN LENGTH)**

**-TARGET 20-40 Y/O**

**30 DESIGN POSTS USED FOR FACEBOOK,  
INSTAGRAM,WEBSITE (ENGLISH / SPANISH VERSIONS)**

**INCLUDES:**

**ANIMATION CHARACTER(S) CREATION**

**RIGHTS TO MUSIC**

**POSSIBLE PROFESSIONAL VOICE OVER**

**MULTIPLE SHOOTS**

**SCRIPTING**



**STURGIS  
DEPARTMENT  
OF PUBLIC SAFETY**

**PACKAGE PRICE \$25,000**



TO: Andrew Kuk, City Manager  
 FROM: Holly Keyser, City Controller  
 SUBJECT: 2023-2024 Proposed Budget Amendment  
 DATE: June 20, 2024

In accordance with the Uniform Budgeting and Accounting Act, the following governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures anticipated in the 2023-2024 fiscal year, as compared to those originally estimated in the 2023-2024 approved budgets as previously amended.

	Original Budget	Amendment 1 6.26.24	Proposed Budget
<b>Fund -284 Opioid Settlement Fund</b>			
Revenue	20,693	-	20,693
Expenditures	-	25,000	25,000
Contribution from General Fund	-		-
Contribution from Capital Reserve Fund	-	-	-
Change in Fund Balance	20,693	(25,000)	(4,307)
Beginning Fund Balance	20,693	41,386	20,693
Projected Ending Fund Balance	41,386	16,386	16,386

*The Opioid Settlement Fund expenditures are increased for the proposal from Hype Brand Management for Opioid public education services.*

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10D**





Brown Equipment Company  
2501 S Kentucky Ave  
Evansville IN 47714  
Ph:800-747-2312  
www.brownequipment.net

# Vehicle Quote

#Q10435  
5/1/2024

Upon City Commission Approval

<b>Bill To</b> City Of Sturgis, MI 130 N NOTTAWA ST Sturgis MI 49091 United States	<b>Ship To</b> City Of Sturgis, MI DPW 805 N. Centerville Rd. Sturgis MI 49091 United States	<b>TOTAL</b>  <b>\$180,000.00</b>  Sales Rep: Cooper Dundas
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<b>Expires</b> 5/31/2024	<b>PO #</b>	<b>Quote Information</b>	<b>Shipping Method</b>
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Item	Description	Qty	Price	Extended Price
JOHNSTON-VT651-U	USED JOHNSTON VT651 VIN:1FVACXDT4FHFY8124 Year 2015 Freightliner M2 Chassis Mileage: 27189 Sweeper hours:1852 Rear Engine John Deere 4045T 115HP (Pre emissions ) Hopper 8.5 yards (Completely Stainless Steel) Hopper access doors with steel frame. Water tank capacity 415 gallon (Tank Stainless steel) Rear fuel tank 50 gal Dual gutter brooms Dual Steering (with dual instrumentation) Step up gear box. With fluid coupler. (No Belts or bearings) no engine load during start up. Catch Basin cleaner. Standard 50 psi dust suppression water pump with run dry capability. Optional super wash 8.5 gal @ 1500 psi pump. Optional retractable high-pressure handgun, front spray bar, and pickup nozzle spray bar. Simultaneous sweep gutter brooms, and nozzles. Screen vibrators. Gutter broom speed control, and gutter broom down pressure controls from inside cab. Roto tilt gutter brooms. Back up camera.  Pricing 180,000.00	1	\$180,000.00	\$180,000.00

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact [accounting@brownequipment.net](mailto:accounting@brownequipment.net).

<b>Subtotal</b>	\$180,000.00
<b>Tax (0%)</b>	\$0.00
<b>Total</b>	\$180,000.00

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY





Brown Equipment Company  
2501 S Kentucky Ave  
Evansville IN 47714  
Ph:800-747-2312  
[www.brownequipment.net](http://www.brownequipment.net)

# Vehicle Quote

#Q10435  
5/1/2024

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Brown Equipment Company  
2501 S Kentucky Ave  
Evansville IN 47714  
Ph:800-747-2312  
www.brownequipment.net

# Vehicle Quote

#Q10435  
5/1/2024

## TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

**THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY**



Brown Equipment Company  
2501 S Kentucky Ave  
Evansville IN 47714  
Ph:800-747-2312  
www.brownequipment.net

# Vehicle Quote

#Q10435  
5/1/2024

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

**THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY**



Brown Equipment Company  
2501 S Kentucky Ave  
Evansville IN 47714  
Ph:800-747-2312  
www.brownequipment.net

# Vehicle Quote

#Q10435  
5/1/2024

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Thomas R. Sikorski

Name(Printed)

Thomas R. Sikorski

Signature

Director of Public Services

Title

05/01/2024

Date

Upon City Commission Approval

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY





























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