



**AGENDA**  
**CITY COMMISSION MEETING**  
**WEDNESDAY, JULY 9, 2025**  
**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 23, 2025 regular meeting as presented.**
  - B. Pay Bills
    - **AUTHORIZE the payment of the City bills in the amount of \$1,664,832.39 as presented.**
  - C. MML Workers' Compensation Fund Trustee Election
    - **APPROVE submittal of ballot for the Michigan Municipal League Worker's Compensation Board of Trustees as presented and AUTHORIZE the City Manager to sign all necessary documents.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
  - A. Public Hearing for Vinewood & E. Congress Sidewalk Repair – Barry Cox
  - B. Public Hearing for Vinewood & E. Congress New Sidewalk – Barry Cox
  - C. AEP 69kV Pole Line Bill of Sale – Chris McArthur
  - D. Electric Department Staffing – Chris McArthur
  - E. Sewer Inspection Camera Replacement – Brandon Schrader
  - F. Michigan Gas Utilities Franchise Ordinance First Reading – Kenneth Rhodes
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

# Manager's Report

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JULY 9, 2025



Submitted by:



Andrew Kuk  
City Manager

## 8. Consent Agenda

### Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for July 9, 2025 as presented.

### Staff Recommendation:

**APPROVE**

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

##### Consent Agenda Motion:

*APPROVE the minutes from the June 23, 2025 regular meeting as presented.*

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

##### Consent Agenda Motion:

*AUTHORIZE the payment of the City bills in the amount of \$1,664,832.39 as presented.*

#### **8C. MML Workers' Compensation Fund Trustee Election**

Included in your packet is information and a proposed ballot for the Michigan Municipal League Worker's Compensation Board of Trustees Election. As a member of the pool, the City has voting rights for Board Trustees. Staff recommends voting for the candidates listed on the ballot, Brian Boggs, City Councilmember, City of Durand; Maureen Donker, Mayor, City of Midland; Craig Stolsonburg, Manager, Village of Middleville; and Deborah Stuart, Manager, City of Mason.

##### Consent Agenda Motion:

*APPROVE submittal of ballot for the Michigan Municipal League Worker's Compensation Board of Trustees as presented and AUTHORIZE the City Manager to sign all necessary documents.*

Information Included in Packet:

1. MML Letter and Ballot

## 10. New Business

### A. Public Hearing for Vinewood & E. Congress Sidewalk Repair

**Staff: Barry Cox**

#### OPEN PUBLIC HEARING

The City of Sturgis Engineering Department initiated Sidewalk Special Assessment District #2021-01 to repair sidewalks in conjunction with the Small Urban Street Improvement Project along Vinewood Avenue and E. Congress Street.

Special Assessment District #2021-01 was established by the City Commission at the February 24, 2021 City Commission meeting. The sidewalks have been repaired and the costs identified for the properties within Assessment District #2021-01. A letter has been sent to each property owner of the properties listed in the roll notifying them of the Public Hearing and the proposed final cost. The proposed final sidewalk assessment roll is included in your packet. The final cost was \$7.19 per square foot.

Also included in your packet is a summary spreadsheet identifying the estimated amount of work to be done and estimated cost provided to the property owner in 2021 as compared to the final amount of work done and cost. For all but two properties the final cost was below the estimated cost; for those properties where costs exceeded the estimate, staff is proposing to charge the owner the estimated amount. The difference to the City for both properties is \$230.04.

As has been past practice, staff is recommending that costs for the roll be spread over five years. Residents can choose to pay the cost up front, but if they choose to pay over the five-year timeframe, staff is recommending they be charged interest of five percent (5%) charged on the remaining balance on an annual basis.

#### CLOSE PUBLIC HEARING

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Move that the Sturgis City Commission APPROVE/DENY Special Assessment Roll #2021-01 as presented.**

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Special Assessment Roll #2021-01 costs be spread over 5 years with an interest rate of five percent (5%) charged on the remaining balance on an annual basis.**

**Staff Recommendation:**

**APPROVE and APPROVE**

**Information Included in Packet:**

1. Assessment Roll #2021-01
2. #2021-01 Summary Spreadsheet

## 10. New Business

### B. Public Hearing for Vinewood & E. Congress New Sidewalk

**Staff: Barry Cox**

#### OPEN PUBLIC HEARING

The City of Sturgis Engineering Department initiated Sidewalk Special Assessment District #2021-02 to build new sidewalks in conjunction with the Small Urban Street Improvement Project along Vinewood Avenue and E. Congress Street.

Special Assessment District #2021-02 was established by the City Commission at the February 24, 2021 City Commission meeting. The sidewalks have been installed and the costs identified for properties within the assessment district. A letter has been sent to each property owner of the properties listed in the roll notifying them of the Public Hearing and the proposed final cost. The proposed final sidewalk assessment roll is included in your packet. The final cost was \$7.31 per square foot.

Also included in your packet is a summary spreadsheet identifying the estimated amount of work to be done and estimated cost provided to the property owner in 2021 as compared to the final amount of work done and cost. For all but one property the final cost was below the estimated cost; for this property staff is proposing to charge the owner the estimated amount. The difference to the City is \$118.00. In addition, one property was originally estimated to have sidewalk work completed but ultimately did not.

As has been past practice, staff is recommending that costs for the roll be spread over five years. Residents can choose to pay the cost up front, but if they choose to pay over the five-year timeframe, staff is recommending they be charged interest of five percent (5%) charged on the remaining balance on an annual basis.

#### CLOSE PUBLIC HEARING

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Move that the Sturgis City Commission APPROVE/DENY Special Assessment Roll #2021-02 as presented.**

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Special Assessment Roll #2021-02 costs be spread over 5 years with an interest rate of five percent (5%) charged on the remaining balance on an annual basis.**

**Staff Recommendation:**

**APPROVE and APPROVE**

**Information Included in Packet:**

1. Assessment Roll #2021-02
2. #2021-02 Summary Spreadsheet

## 10. New Business

### C. AEP 69kV Pole Line Bill of Sale

**Staff: Chris McArthur**

As part of Indiana Michigan Power Company (I&M)'s system upgrade which moved the City of Sturgis' feeds to the new Stubey Road Substation, I&M is no longer in need of the Howe 69kV line that feeds into the Central Substation. This line runs from the state line to the Central Substation at the Diesel Plant near Jacob St.; a map is included in your packet identifying the route of the line and the pole locations along the line.

City staff has been working with I&M to assume this line and the associated easements that come with it. I&M has been open to this request as they would need to abandon and remove much of the line if they do not transfer it to the City. In some areas they would even need to maintain the line (without direct benefit to them) as our system still has active connections, including one of the 12kV feeders that connects to the solar field.

Assuming the line has value to the City as it will connect the new Stateline substation as part of the 69kV loop feeding other substations in town. This line also provides the City a solid trunkline for future electrical usage at the south end of town.

Included in your packet is a draft Bill of Sale from I&M to the City for the line. Consideration for the agreement from the City to I&M is \$1.00. As per the Bill of Sale, the City would assume responsibility for the line and poles "as is" and would bear all future maintenance of the line. The City also receives the rights to existing easements for the line, particularly where it runs on Meijer and Wal-Mart properties. This transfer is memorialized with an Assignment and Assumption of Easements agreement included in your packet.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Bill of Sale and Assignment and Assumption of Easements agreements with Indiana Michigan Power Company for transmission line assets as presented and AUTHORIZE City Manager Andrew Kuk to sign all necessary documents.**

**Staff Recommendation:**

**APPROVE and AUTHORIZE**

**Information Included in Packet:**

1. 69 kV Line Map
2. Bill of Sale – 69 kV Pole Line
3. Assignment of Easements Agreement

## 10. New Business

### D. Electric Department Staffing

**Staff: Chris McArthur**

As discussed as part of the FY 2025-2026 budget, Electric Department staff has evaluated positions and have determined the need for a Technical Project Manager. This position will provide the Electric Department with the expertise in managing our many projects on the horizon. These projects include the construction of the new Stateline Substation project, battery storage project, addition of new generation assets, voltage upgrade, and many more. This position will also be able to utilize the new Milsoft software to complete system studies when new customers request service or when current customers request an upgrade.

The goal is for these tasks assigned to the Technical Project Manager to be completed in-house versus having to go to outside engineers as is the case currently. With outside engineers often sitting with full workloads, staff projects being able to bring tasks in-house will be both a cost- and time-savings in the long run.

As noted above, the draft FY 2025-2026 budget includes the addition of this position at a salary range of \$100,000.00-\$115,000.00. Staff is requesting the advertise and hire the position prior to the start of the FY 2025-2026 budget, with the potential for up to two months of salary in the FY 2024-2025 budget. Based on current budgetary levels, this change would not exceed the current electric department salary budget for FY 2024-2025.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the addition of the Electric Department Technical Project Manager in FY 2024-2025 as presented.**

**Staff Recommendation:**

**APPROVE**

## 10. New Business

### E. Sewer Inspection Camera Replacement

**Staff: Brandon Schrader**

Included in the FY 2024-2025 Capital Improvement Budget for Wastewater is the purchase of a mainline sewer inspection camera and crawler to replace the current unit. The current camera and crawler were purchased in 2017 as a used demo unit for \$20,750.00 from Jack Doheny Supplies. Prior to acquiring this camera, the City was limited to contracting out televising services for collection systems.

The mainline inspection camera has been proven to be a vital piece of equipment for the City in detecting failure of infrastructure, areas of concern, penetrations of service lines, and obstructions causing changes in flow channels. In addition, it has been valuable in providing condition assessments of sanitary and storm sewer pipelines. Having the ability visually access points of concern, locate, and document these areas eliminates the use of contracted services for most televising needs.

Staff evaluated several different mainline inspection cameras beginning in January of this year. Four different demonstrations were conducted (MTech, Pipe Trekker, Minicam and Aries), giving staff hands-on experience with each piece of equipment. Ultimately the Minicam and Aries units were identified as those that best fit the needs of the City.

Minicam checked all the boxes with the Proteus 140MM Crawler and Camera package, which is the new step-up model from our current unit. This Crawler and Camera package offers a motorized cable reel, motorized lift, portable enclosed controller with 12" display screen, back eye with auxiliary light, and multi-frequency sonde. Information on the unit is included in the packet.

The Proteus package also allows for portability and Minicam also has some interchangeable components that can be utilized between both current and new models, lowering costs for purchasing additional items. Fredrickson Supply, a

Sourcewell vendor, provided a quote of \$99,976.00 for the Minicam Proteus Crawler and Camera package.

The comparable Aries system is the Voyager Mobile unit. Compared to the Minicam Proteus this unit is more expensive, quoted at \$145,325.00 (quote included in the packet), and works as more of a stationary unit dedicated to a specific vehicle or trailer. Based on these factors, staff is recommending the purchase of the Minicam Proteus unit.

The Wastewater capital budget includes \$80,000.00 allocated for the purchase of a sewer replacement camera. Although the proposed Minicam unit is over budget by \$19,976.00, anticipated cost savings of \$23,424.00 for the Intermediate Pump Replacement project approved in May will cover the overage of this recommended purchase. A Budget and Cost spreadsheet is included in your packet.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the purchase of the Minicam Proteus Crawler and Camera package from Fredrickson Supply in the amount of ninety-nine thousand, nine hundred and seventy-six dollars (\$99,976.00) as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. Minicam Proteus Details
2. Minicam Proteus Quote
3. Aries Voyager Mobile Quote
4. Budget and Costs Spreadsheet

## 10. New Business

### F. Michigan Gas Utilities Franchise Ordinance First Reading

**Staff: Kenneth Rhodes**

The City of Sturgis has had authorizations in place, at least since 1954, that grants Michigan Gas Utilities the right to operate its natural gas system within the City. That franchise has expired and Michigan Gas Utilities has reached out to City Staff to replace the previous authorization with a similar ordinance authorizing its franchise.

To facilitate the adoption of the new ordinance, Michigan Gas Utilities sent proposed language that is substantially similar to the current authorizing language; staff used this language as the basis for a new ordinance section and included some minor changes of its own. Included in your packet is a draft version of the ordinance, which would be included under Chapter 62 – Utilities, in a new Article V. – Michigan Gas Utilities Franchise.

Based on City Charter, franchise authorizations and reauthorizations should be adopted as official City Ordinances and included in the Code of Ordinances, however, dating back to records prior to recodification of the ordinance in the mid-1990's the Franchise approval for Michigan Gas Utilities has not appeared there. The previous approval, based on Commission Meeting Minutes from 1994, was an adopted resolution for the renewal approved by the Commission and presented as an "ordinance", though it does not appear to have been officially adopted as an ordinance by our procedures.

Changes made in the new draft ordinance from the previous language approved include:

- References to the corporate name of Michigan Gas Utilities Corporation (under the previous approval it was UtiliCorp United Inc.),
- Some language related to the effective date of the franchise,

- Language in the Hold Harmless section which does not require Michigan Gas Utilities to hold us harmless if an issue arises from our negligence,
- A section relating to repeal of prior authorizations, and
- A change in where they can place utilizes from “other public places” to “authorized easements”.

In addition, several sections relating to effective date, publication, and recording of the ordinance were removed as they are redundant or obsolete based on the City Charter. A copy of the 1994 Commission Meeting minutes showing the last approved renewal language is included in your packet.

This draft ordinance will be reviewed by Michigan Gas Utilities to ensure no additional changes are necessary. A final version will be presented to the City Commission at a future meeting for a second reading and approval.

**Proposed Motion:**

**Move that the Sturgis City Commission CONSIDER/NOT CONSIDER this the first reading creating Chapter 62 – Utilities, Article V. – Michigan Gas Utilities Franchise of the City Code of Ordinance pertaining to a franchise for Michigan Gas Utilities.**

**Staff Recommendation:**

**CONSIDER**

**Information Included in Packet:**

1. Draft Ordinance Chapter 62, Article V. – Michigan Gas Utilities Franchise
2. 1994 Commission Action on Franchise Renewal

## Noteworthy Meetings / Events

- Sturgis Fest Kickoff Dinner | June 24<sup>th</sup>
- Sturgis Fest Family Night | June 25<sup>th</sup>
- Sturgis Fest Bike Night | June 26<sup>th</sup>
- Sturgis Fest Car Show/Hispanic Heritage Celebration and Parade | June 27<sup>th</sup>
- Fireworks | June 28<sup>th</sup>
- Civic Plus Website Training | July 1<sup>st</sup> and July 2<sup>nd</sup>
- DDA Meeting | July 2<sup>nd</sup>

## Upcoming Events

- City Commission Budget Work Session | 5:00 pm | July 10<sup>th</sup>
- MI Art Fest | Downtown | 5pm-9pm | July 11<sup>th</sup>
- Styrofoam Recycling | July 12<sup>th</sup>
- Movies on North | North St. | 5:30pm | July 25<sup>th</sup>
- Dog Days of Summer | Downtown | 5:30pm | July 25<sup>th</sup>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8A**



**REGULAR MEETING - STURGIS CITY COMMISSION  
MONDAY, JUNE 23, 2025  
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 Comm. Miller.

Commissioners present: Mullins, Boring, Wickey, Harrington, Abbs, Miller, Vice-Mayor Bir,  
Mayor Perez

Commissioners absent: Smith

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

Moved by Comm. Harrington and seconded by Comm. Boring to approve the agenda as presented.

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

Moved by Comm. Harrington and seconded by Comm. Abbs to approve the Consent Agenda of June 23, 2025 as presented.

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

APPROVE the minutes from the June 11, 2025 regular meeting as presented.

**B. Pay Bills**

• AUTHORIZE the payment of the City bills in the amount of \$1,644,372.64 as presented.

**C. AirVenture Fuel Discount**

• APPROVE the airport fuel discount for July 13th to July 31st as presented.

**D. Library on the Lawn**

• APPROVE the Sturgis District Library's Library on the Lawn event at Oak Lawn Park on August 1, 2025 as presented.

**E. Homegrown Music & Arts Festival**

• APPROVE the requests for the 2025 Homegrown Music and Arts Festival on August 9, 2025 as presented.

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

Mayor Perez opened the Public Hearing related to the 2025 millage rates.

City Clerk/Treasurer Kenneth Rhodes provided details on the maximum, advertised, and last year's millage rates for City Operating and Streets/Sidewalks.

There were no comments from the public.

Mayor Perez closed the Public Hearing.

Moved by Comm. Bir and seconded by Comm. Abbs to set the 2025 millage rate at 11.08 mils for the General Operating Millage.

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

Moved by Comm. Bir and seconded by Comm. Abbs to set the 2025 millage rate at 2.9667 mils for the Streets/Sidewalk Improvement Millage as presented.

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

**Comm. Smith joined the meeting.**

City Engineer Barry Cox provided information on the existing cross section and the two preferred MDOT cross sections along the North Nottawa/M66 reconstruction scheduled 2029. Discussion followed.

**The City Commission had consensus to support the proposed MDOT design.**

City Controller Holly Keyser provided information on the quotes received for ambulance financing. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to adopt the Resolution Authorizing Installment Purchase Agreement as presented.

**Voting yea: Nine      Voting nay: None      MOTION CARRIED**

The meeting was adjourned at 6:33 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: 7/9/2025 Month: 10

Date	Check#	Vendor	VendorName	Amount
06/20/2025	PR0665M	00061	CITY OF STURGIS PAYROLL	372,735.38
06/23/2025	T17770M	04197	MI PUBLIC POWER AGENCY	208,860.90
06/19/2025	T17771M	05875	ALERUS FINANCIAL/MERS-STIPEND	2,700.00
06/20/2025	T17772M	00062	CITY OF STURGIS-EMPLOYEE INS	80,176.43
06/20/2025	T17773M	00063	CITY OF STURGIS TAX TRANSFER	21,178.25
06/20/2025	T17774M	00064	INTL CITY MGMT ASSOC RETR CORP	10,482.73
06/20/2025	T17775M	00065	DOYLE MEMBERSHIP TRANSFER	4,607.57
06/20/2025	T17776M	03229	CITY OF STURGIS-WORKERS COMP	3,117.85
06/20/2025	T17777M	05123	COMERICA BANK-INST TRUST SERV	35,522.85
06/20/2025	T17778M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,268.19
06/23/2025	T17779M	06093	PEPSI BEVERAGES COMPANY	242.00
05/31/2025	T17780M	06464	LRS LLC	116.54
05/31/2025	T17781M	06464	LRS LLC	115.88
05/31/2025	T17782M	06464	LRS LLC	116.63
07/04/2025	T17783M	00197	CITY OF STURGIS UTILITIES	18,903.99
07/01/2025	T17784M	04389	FRONTIER COMMUNICATIONS A	152.28
07/03/2025	T17785M	04389	FRONTIER COMMUNICATIONS A	123.59
07/01/2025	T17786M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
07/12/2025	T17787M	00197	CITY OF STURGIS UTILITIES	13,577.08
07/08/2025	T17788M	03770	MICHIGAN GAS UTILITIES	58.73
07/08/2025	T17789M	03770	MICHIGAN GAS UTILITIES	57.62
07/14/2025	T17790M	03770	MICHIGAN GAS UTILITIES	289.72
07/14/2025	T17791M	03770	MICHIGAN GAS UTILITIES	25.88
07/09/2025	T17792M	04389	FRONTIER COMMUNICATIONS A	113.58
07/13/2025	T17793M	06121	GB SOLAR TE 2020 HOLDINGS LLC	128,887.49
06/30/2025	T17794M	04197	MI PUBLIC POWER AGENCY	230,754.58
07/20/2025	T17795M	00197	CITY OF STURGIS UTILITIES	22,418.45
07/20/2025	T17796M	00197	CITY OF STURGIS UTILITIES	6,378.71
07/11/2025	T17797M	02909	CHARTER COMMUNICATIONS	804.49
07/15/2025	T17798M	03770	MICHIGAN GAS UTILITIES	174.41
07/15/2025	T17799M	03770	MICHIGAN GAS UTILITIES	64.83
07/14/2025	T17800M	04389	FRONTIER COMMUNICATIONS A	77.90
07/14/2025	T17801M	04389	FRONTIER COMMUNICATIONS A	26.08
07/14/2025	T17802M	04389	FRONTIER COMMUNICATIONS A	1,800.66
07/14/2025	T17803M	04389	FRONTIER COMMUNICATIONS A	827.30

# Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 7/9/2025 Month: 10

07/14/2025	T17804M	04389	FRONTIER COMMUNICATIONS A	1,416.60
07/01/2025	T17805M	04088	BLUE CROSS BLUE SHIELD OF MI	24,164.80
07/01/2025	T17806M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
07/14/2025	T17807M	04389	FRONTIER COMMUNICATIONS A	886.23
07/14/2025	T17808M	04389	FRONTIER COMMUNICATIONS A	77.27
06/26/2025	T17809M	03245	IMPERIAL BEVERAGE	333.15
06/30/2025	T17810M	05903	WEST SIDE BEER DISTRIBUTING	370.40
07/21/2025	T17811M	04389	FRONTIER COMMUNICATIONS A	162.49
07/21/2025	T17812M	04389	FRONTIER COMMUNICATIONS A	324.60
06/30/2025	T17813M	05903	WEST SIDE BEER DISTRIBUTING	150.00
<b>Manual Total</b>				<b>1,203,580.30</b>
07/09/2025	252280	00110	A & K PRINTING & POOLS	630.00
07/09/2025	252281	00066	ACTION QUICK PRINT PLUS	92.19
07/09/2025	252282	00002	ALL-PHASE ELECTRIC SUPPLY	146.75
07/09/2025	252283	05986	ALPHA BUILDING CENTER-NOTTAWA	543.54
07/09/2025	252284	06657	ALRICK VISUALS LLC	2,650.00
07/09/2025	252285	05861	ALRO STEEL	445.82
07/09/2025	252286	06119	AMAZON.COM SALES INC	7,792.27
07/09/2025	252287	03576	ARROW SERVICES INC	83.00
07/09/2025	252288	02292	ASPLUNDH TREE EXPERT CO	14,686.08
07/09/2025	252289	06117	BENITA ANN LEWIS	45.00
07/09/2025	252290	00072	BIRD, SCHESKE, REED & BEEMER,	7,982.50
07/09/2025	252291	06585	BOFA INC	1,199.28
07/09/2025	252292	03327	BOUND TREE MEDICAL LLC	1,013.81
07/09/2025	252293	03343	BYLER ELECTRIC INC	3,454.82
07/09/2025	252294	01383	C S RAYMER COMPANY INC	7,738.00
07/09/2025	252295	00364	CAROL DUSTIN	340.00
07/09/2025	252296	05108	CORRIGAN OIL CO	1,134.34
07/09/2025	252297	06325	COTTIN'S HARDWARE	258.73
07/09/2025	252298	00041	CRYSTAL GILBERT	186.50
07/09/2025	252299	06158	CULLIGAN WATER OF STURGIS	160.00
07/09/2025	252300	05694	CUMMINS INC	6,142.56
07/09/2025	252301	06264	CUTTER'S EDGE LAWN CARE LLC	2,251.00
07/09/2025	252302	00296	DAVID A AND JANICE A ERTS	53.67
07/09/2025	252303	02005	DELL MARKETING LP	13,769.70
07/09/2025	252304	05745	ERICA VARGAS SARCO	60.00
07/09/2025	252305	05490	FERGUSON WATERWORKS #3386	11,789.14

# Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 7/9/2025 Month: 10

07/09/2025	252306	00776	FLEIS & VANDENBRINK	8,180.00
07/09/2025	252307	06287	FOCAL POINT STUDIOS	5,000.00
07/09/2025	252308	06443	FOXIT SOFTWARE INC	2,007.82
07/09/2025	252309	00012	GALLOUP	359.22
07/09/2025	252310	06468	GANNETT MICHIGAN LOCALiQ	90.10
07/09/2025	252311	02082	GECKO SECURITY LLC	195.00
07/09/2025	252312	01403	GEORGE EARL	2,500.00
07/09/2025	252313	06634	GHAFARI ASSOCIATES LLC	9,872.46
07/09/2025	252314	00183	GRAINGER INC	633.53
07/09/2025	252315	03566	HAMMERSMITH EQUIPMENT CO	3,475.00
07/09/2025	252316	01906	HANNAPEL HOME CENTERS	2,331.38
07/09/2025	252317	06610	HARBOR FREIGHT	39.98
07/09/2025	252318	06219	HAVILAND PRODUCTS COMPANY	3,806.05
07/09/2025	252319	05349	HEATHER SWINSICK	540.00
07/09/2025	252320	04922	HUTSON ASSESSING INC	5,198.93
07/09/2025	252321	00296	JACOB H AND ALICIA S CLINE	59.30
07/09/2025	252322	01101	JANENE KOSMAN	40.00
07/09/2025	252323	00296	JASON A VAIL	44.77
07/09/2025	252324	05842	JOHN DEERE FINANCIAL	2,374.65
07/09/2025	252325	06217	JOHN J FLOWERS	220.00
07/09/2025	252326	03872	JORY WEBB	240.00
07/09/2025	252327	00041	KAYLEE LOSINSKI	180.00
07/09/2025	252328	06482	KENDRICK STATIONERS	164.31
07/09/2025	252329	03757	KIMBALL MIDWEST	1,226.69
07/09/2025	252330	04498	KIRSCH INDUSTRIAL PARK LLC	110,900.66
07/09/2025	252331	00296	KORI K STROH	12.70
07/09/2025	252332	06616	KRISTINA VANOVER	75.00
07/09/2025	252333	00581	KRONTZ GENERAL MACHINE & TOOL	65.20
07/09/2025	252334	00212	KSS ENTERPRISES	614.05
07/09/2025	252335	04039	LAKELAND ASPHALT CORP	574.77
07/09/2025	252336	05977	LAKELAND INTERNET LLC	106.94
07/09/2025	252337	00394	LAWSON-FISHER ASSOCIATES PC	2,274.85
07/09/2025	252338	00220	LITHO PRINTERS INC	964.68
07/09/2025	252339	00023	LONESPRUCE	989.55
07/09/2025	252340	06464	LRS LLC	1,737.30
07/09/2025	252341	06646	M&E PLASTIC REPAIR	4,800.00
07/09/2025	252342	06250	MARANA GROUP	4,008.46

**Accounts Payable Bill Proof - CITY OF STURGIS, MI**  
**Date: 7/9/2025 Month: 10**

07/09/2025	252343	05586	MARY M HAYLETT	25.00
07/09/2025	252344	05121	MICKEY'S LINEN	195.64
07/09/2025	252345	04702	MILLER JOHNSON ATTORNEYS	377.81
07/09/2025	252346	05051	MILSOFT UTILITY SOLUTIONS	6,610.00
07/09/2025	252347	00296	NATALY SANCHEZ NIEVES	100.00
07/09/2025	252348	03558	CITY OF NILES	23,833.16
07/09/2025	252349	00296	NOE LLANES ALTAMIRANO	79.24
07/09/2025	252350	06471	NTH CONSULTANTS, LTD	15,000.00
07/09/2025	252351	04770	PARRISH EXCAVATING INC	25,184.85
07/09/2025	252352	06551	PASCOR ATLANTIC CORP	50,767.00
07/09/2025	252353	04666	PAUL KRICK	420.00
07/09/2025	252354	04287	ANDREW M PHILLIPS	2,500.00
07/09/2025	252355	05042	PLANT GROWTH MANAGEMENT SYSTEM	8,832.00
07/09/2025	252356	00485	POWER LINE SUPPLY	760.38
07/09/2025	252357	00296	QUAIL RUN APTS	75.93
07/09/2025	252358	04251	RAI JETS LLC	1,260.00
07/09/2025	252359	00035	RESCO	9,129.50
07/09/2025	252360	06038	REVOLUTION HEALTH, P.C.	130.00
07/09/2025	252361	06652	ROCK-N-RESCUE	1,865.44
07/09/2025	252362	06483	SONIT SYSTEMS LLC	1,740.16
07/09/2025	252363	00707	SPORTSARAMA INC	115.00
07/09/2025	252364	06487	STURGIS ACE HARDWARE	434.47
07/09/2025	252365	01458	STURGIS AREA CHAMBER	315.00
07/09/2025	252366	00936	STURGIS COMMUNITY POOL	215.00
07/09/2025	252367	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
07/09/2025	252368	05855	STURGIS TROPHY HOUSE	224.00
07/09/2025	252369	04140	SWICK BROADCASTING COMPANY	1,249.00
07/09/2025	252370	06281	T MOBILE USA INC	399.34
07/09/2025	252371	04459	THE TAMIS CORPORATION	6,140.00
07/09/2025	252372	00041	TAYLOR HOPKINS	180.00
07/09/2025	252373	00046	TELE-RAD INC	1,245.00
07/09/2025	252374	00296	TERRI S FIEBERKORN	100.00
07/09/2025	252375	06151	THE NAKED SHIRT CUSTOM PRINTNG	225.00
07/09/2025	252376	01346	TOM LONG	112.00
07/09/2025	252377	05909	TONY D'HAESE	168.00
07/09/2025	252378	06426	TRACY LIVELY LLC	60.00
07/09/2025	252379	05999	TRI STATE CUSTOMS AND OFFROAD	574.50

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

Date: 7/9/2025 Month: 10

07/09/2025	252380	06150	UNITED WHOLESALE GROCERY	1,531.05
07/09/2025	252381	06632	UNIVERSAL MEDICAL INC	19,601.21
07/09/2025	252382	03511	WASTE MANAGEMENT	6,849.22
07/09/2025	D02648	00340	AMERICAN SAFETY & FIRST AID	290.95
07/09/2025	D02649	02983	CINTAS LOCATION #351	816.58
07/09/2025	D02650	06505	GALLS LLC	105.79
07/09/2025	D02651	00019	KENDALL ELECTRIC INC	206.91
07/09/2025	D02652	03944	LINDE GAS & EQUIPMENT INC	307.92
07/09/2025	D02653	06026	MID-CITY SUPPLY CO INC	2,462.68
07/09/2025	D02654	06069	NAPA AUTO PARTS	1,211.70
07/09/2025	D02655	05932	O'REILLY AUTO ENTERPRISES LLC	247.93
07/09/2025	D02656	03091	PRIME QUALITY ELECTRIC LLC	308.35
07/09/2025	D02657	03897	SYN-TECH SYSTEMS INC	550.00
07/09/2025	D02658	06125	THE COPY IMAGE INC	534.00
Automatic Total				461,252.09
<b>Grand Total</b>				<b>1,664,832.39</b>

**PAYROLL DISBURSEMENT**  
**FOR PAYROLL ENDING 06/15/2025**  
**PR0665M PAYROLL DATE 06/20/2025**

GENERAL	\$180,251.99
MAJOR STREET	6,242.79
LOCAL STREET	6,431.36
CEMETERY	11,887.91
AIRPORT	29.79
BUILDING	3,771.99
STURGES-YOUNG CENTER FOR THE ARTS	5,546.56
RECREATION	6,454.12
DOYLE RECREATION CENTER	10,476.20
AMBULANCE	15,867.68
ELECTRIC	89,339.61
SEWER	17,528.48
WATER	16,213.68
MOTOR VEHICLE	2,693.22
<b>Payroll Sub-Total</b>	<b>\$372,735.38</b>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8C**





michigan  
municipal  
league

workers'  
compensation  
fund

1675 Green Road  
Ann Arbor, MI 48105  
P: 734-662-3246  
800-653-2483  
F: 734-662-8083  
mml.org

**To:** Members of the MML Workers' Compensation Fund  
**From:** Michael J. Forster, Fund Administrator  
**Date:** June 23, 2025  
**Subject:** Fund Trustee Election

RECEIVED MAIL  
JUN 27 2025  
CITY OF STURGIS

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Two appointees have agreed to seek election to their first term, as well as two incumbent Trustees are seeking re-election. You may also write in one or more candidates if you wish.

A brief biographical sketch of the candidates is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 8th. Alternately, you may complete your ballot online:

Go to [www.mml.org](http://www.mml.org). At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Workers' Compensation Fund*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster  
Fund Administrator  
mforster@mml.org

# THE CANDIDATES

Four-year terms beginning October 1, 2025



## ***Brian Boggs, City Councilmember, City of Durand***

Brian has more than 18 years' experience in local government and is currently the Shiawassee County Administrator and a longtime member of the Durand City Council. Brian is an Assistant Professor for the Hubert H. Humphrey Fellowship Programs in International Studies and Programs at Michigan State University. He has written extensively on educational organizational complexity, specifically as it affects urban schools and policy. He has most recently been published in Teacher's College Record at Columbia with a piece titled, "Conceptualizing Virtual Instructional Resource Enactment in an Era of Greater Centralization, Specification of Quality Instructional Practices, and Proliferation of Instructional Resources." Further, he has published book chapters in: Handbook of Urban Education Leadership; Handbook of Education Politics and Policy; School to Prison Pipeline; Emerging Issues and

Trends in Education; Beyond Marginality; and Educational Policy Goes to School. He has also been published in the Journal of School Public Relations. Brian holds a Ph.D. in educational policy from Michigan State University and is currently finishing his J.D. from Mitchell Hamline School of Law. He holds an MA in Rhetoric and a BA in English from the University of Michigan. Brian is seeking re-election to his second term.



## ***Maureen Donker, Mayor, City of Midland***

Maureen has more than sixteen years' experience as a municipal official, having served as mayor of Midland since 2009. She has been the Executive Director of The Reece Endeavor of Midland, a community program providing homes for individuals with special needs, since 1998.

Maureen is also active in the Midland community, serving on various local and regional civic organizations. Maureen is seeking re-election to her fourth term.



## ***Craig Stolsonburg, Village Manager, Village of Middleville***

Craig has been Village Manager of Middleville since 2022. Prior to joining the village, he was a Business Solutions Professional with West Michigan Works! for six years, and began his career with twenty years in real estate. He has previously served on the Barry County Board of Commissioners for eight years, including five years as Chair.

A lifelong resident of the Middleville area, Craig is actively involved in his community, including membership in the Middleville Rotary Club and the Thornapple Area Enrichment Foundation (Past President), and sitting on the Boards of Directors for the Thornapple Credit Union and Barry County United Way. Additionally, he has coached for the Thornapple Kellogg High School wrestling and football programs, and volunteers as a public address announcer at school sporting events. Craig is married with two adult children and enjoys spending time with family, golfing, and rooting for the Detroit Lions. Craig is seeking election to his first term.

# THE CANDIDATES

Four-year terms beginning October 1, 2025

## ***Deborah Stuart, City Manager, Mason City***



Deborah Stuart has served as City Manager of Mason City since January 2016. She has more than 20 years of local and state experience in community and economic development, most recently in her role as Community Development Incentives Director for the Michigan Economic Development Corporation (MEDC). Previously, she served the MEDC as its Community Assistance Team Specialist and the City of Jackson in various economic development roles.

Deborah currently sits on the Boards of Directors for three statewide entities: the Michigan Municipal League, the Michigan Municipal League Foundation and the Michigan Municipal Executives. In addition, she is an active contributor to the 16/50 Project in Michigan, focused on increasing the number of women in local government executive positions through training, mentoring, and promotion of the field to undergraduates. Deborah holds a Bachelor's degree in Communication from

Central Michigan University and a Master's degree in Public Administration from Western Michigan University. She is a proud resident of the City of Mason with her husband and her two children. Deborah is seeking election to her first term.

**Michigan Municipal League  
Workers' Compensation Fund**

**OFFICIAL BALLOT - 2025**

Vote for four Trustees by marking the line to the left of the name for four (4) year terms beginning October 1, 2025.

— **Brian Boggs, Incumbent**  
City Councilmember, City of Durand

— **Maureen Donker, Incumbent**  
Mayor, City of Midland

— **Craig Stolsonburg, Appointee**  
Manager, Village of Middleville

— **Deborah Stuart, Appointee**  
Manager, City of Mason

\_\_\_\_\_  
Write-in Candidate

I hereby certify that:

\_\_\_\_\_  
(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund.

\_\_\_\_\_  
Official Signature

Date:

**Ballot deadline:  
August 8, 2025**

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10A**





CITY OF  
**Sturgis**  
 MICHIGAN

130 N. Nottawa St.  
 Sturgis, MI 49091  
[www.sturgismi.gov](http://www.sturgismi.gov)  
 Ph: 269-651-2321  
 Fax: 269-659-7295

**Special Assessment Roll #2021-01**  
**Vinewood & E. Congress Street Sidewalk Repair**

TAX ID #	OWNER	Property Address	As-Built Sidewalk Repair (front foot)	Total Lot Amount
75-052-460-028-00	Bitler Investment Venture V, LLC	1305 E. Chicago Road	24.0	\$690.24
75-052-460-041-00	Nicholas Earl	12 Vinewood Avenue	4.5	\$129.42
75-052-460-042-00	Camcord Holdings, LLC	18 Vinewood Avenue	20.5	\$589.58
75-005-120-101-00	James & Carol Woods Trust	68725 Vinewood Avenue	8.5	\$244.46
75-005-120-104-00	Larry & Judith Harker Revocable Trust	68751 Vinewood Avenue	9.0	\$258.84
75-052-460-205-00	Huy Nguyen & Bich-Ngoc Trinhchau Le	111 Vinewood Avenue	13.5	\$388.26
75-005-120-108-00	St. Joseph County Treasurer	68769 Vinewood Avenue	5.0	\$143.80
75-052-460-110-00	School District of City of Sturgis	116 Vinewood Avenue	5.0	\$143.80
75-052-460-141-00	Alexis Martinez	201 Vinewood Avenue	3.5	\$100.66
75-052-460-156-00	School District of City of Sturgis	210 Vinewood Avenue	28.5	\$859.92
75-052-460-153-00	423 Rentals, LLC	215 Vinewood Avenue	8.0	\$230.08
75-005-120-160-00	Jack & Sarah Abbs	68855 Vinewood Avenue	10.0	\$287.60
75-052-460-189-00	School District of City of Sturgis	310 Vinewood Avenue	4.5	\$129.42
75-052-460-179-20	Steven & Terry Steward	345 Vinewood Avenue	30.0	\$1,078.50
			<b>Total =</b>	<b>\$5,274.58</b>

STATE OF MICHIGAN  
 County of St. Joseph  
 City of Sturgis

To the City Commission of the City of Sturgis:

I hereby certify and report that the foregoing is the special assessment roll, and the assessment made by me pursuant to a resolution of the City Commission of said City, adopted on February 24, 2021 for the purpose of paying that part of the cost which the City Commission decided should be paid and borne by special assessment for the repair of sidewalks; that in making such assessment I have, as near as may be, and according to my best judgement, conformed in all things to the directions contained in the resolution of the City Commission herein before referred to, and the charter of said City relating to such assessments.

Barry J. Cox, P.E., Sturgis City Engineer

Date: July 3, 2025

**Vinewood & E. Congress Sidewalk Repair Assessment Roll #2021-01**

First Name	Last Name	Property Address	Original Walk Repair Frontage	As-Built (Length)	2021 Owner Cost Estimate	Final Owner Amount	Final City Amount	Final Lot Amount
Bitler Investment Venture V, LLC		1305 E. Chicago Road	24	24	\$480.00	\$345.12	\$345.12	\$690.24
Nicholas	Earl	12 Vinewood Avenue	4.5	4.5	\$72.00	\$64.71	\$64.71	\$129.42
Camcord Holdings, LLC		18 Vinewood Avenue	16.5	20.5	\$264.00	\$264.00	\$325.58	\$589.58
James & Carol	Woods Trust	68725 Vinewood Avenue	8.5	8.5	\$136.00	\$122.23	\$122.23	\$244.46
Larry & Judith	Harker Rev Trust	68751 Vinewood Avenue	9.0	9	\$144.00	\$129.42	\$129.42	\$258.84
Huy Nguyen &	Bich-Ngoc Trinhchau Le	111 Vinewood Avenue	13.5	13.5	\$270.00	\$194.13	\$194.13	\$388.26
St. Joseph County Treasurer		68769 Vinewood Avenue	10	5	\$180.00	\$71.90	\$71.90	\$143.80
School District of City of Sturgis		116 Vinewood Avenue	5	5	\$80.00	\$71.90	\$71.90	\$143.80
Alexis	Martinez	201 Vinewood Avenue	3.5	3.5	\$56.00	\$50.33	\$50.33	\$100.66
School District of City of Sturgis		210 Vinewood Avenue	31	28.5	\$496.00	\$429.96	\$429.96	\$859.92
423 Rentals, LLC		215 Vinewood Avenue	8	8	\$128.00	\$115.04	\$115.04	\$230.08
Jack & Sarah	Abbs	68855 Vinewood Avenue	10	10	\$160.00	\$143.80	\$143.80	\$287.60
School District of City of Sturgis		310 Vinewood Avenue	4.5	4.5	\$72.00	\$64.71	\$64.71	\$129.42
Steven & Terry	Steward	345 Vinewood Avenue	17	30	\$425.00	\$425.00	\$653.50	\$1,078.50
					\$2,963.00	\$2,492.25	\$2,782.33	\$5,274.58

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10B**





CITY OF  
**Sturgis**  
MICHIGAN

130 N. Nottawa St.  
Sturgis, MI 49091  
[www.sturgismi.gov](http://www.sturgismi.gov)  
Ph: 269-651-2321  
Fax: 269-659-7295

**Special Assessment Roll #2021-02  
Vinewood Avenue New Sidewalk**

TAX ID #	OWNER	ADDRESS	As-Built Sidewalk Front Foot	Owner Amount
75-052-460-028-00	Bitler Investment Venture V, LLC	1305 E. Chicago Road	85.0	\$1,242.70
75-052-460-032-00	Mariano Orca	13 Vinewood Avenue	50.0	\$731.00
75-052-460-033-00	JPM Real Estate 17, LLC	17 Vinewood Avenue	150.0	\$2,193.00
75-052-460-086-00	Christopher Gilbert	1305 Lockwood Street	100.0	\$1,462.00
75-052-460-205-00	Huy Nguyen & Bich-Ngoc Trinhcau Le	111 Vinewood Avenue	78.0	\$2,280.72
75-052-460-100-00	Adrian Barajas	115 Vinewood Avenue	76.0	\$1,111.12
75-052-460-145-00	Charlar & Linda Williams	207 Vinewood Avenue	74.0	\$1,081.88
75-005-460-148-00	Ruby Perez	211 Vinewood Avenue	100.0	\$1,344.00
75-052-460-153-00	423 Rentals, LLC	215 Vinewood Avenue	21.0	\$307.02
75-052-460-179-20	Steven & Terry Steward	345 Vinewood Avenue	275.0	\$4,020.50
				\$15,773.94

STATE OF MICHIGAN  
County of St. Joseph  
City of Sturgis

To the City Commission of the City of Sturgis:

I hereby certify and report that the foregoing is the special assessment roll, and the assessment made by me pursuant to a resolution of the City Commission of said City, adopted on February 24, 2021 for the purpose of paying that part of the cost which the City Commission decided should be paid and borne by special assessment for the installation of new sidewalks; that in making such assessment I have, as near as may be, and according to my best judgement, conformed in all things to the directions contained in the resolution of the City Commission herein before referred to, and the charter of said City relating to such assessments.

Barry J. Cox, P.E., Sturgis City Engineer

Date: July 3, 2025

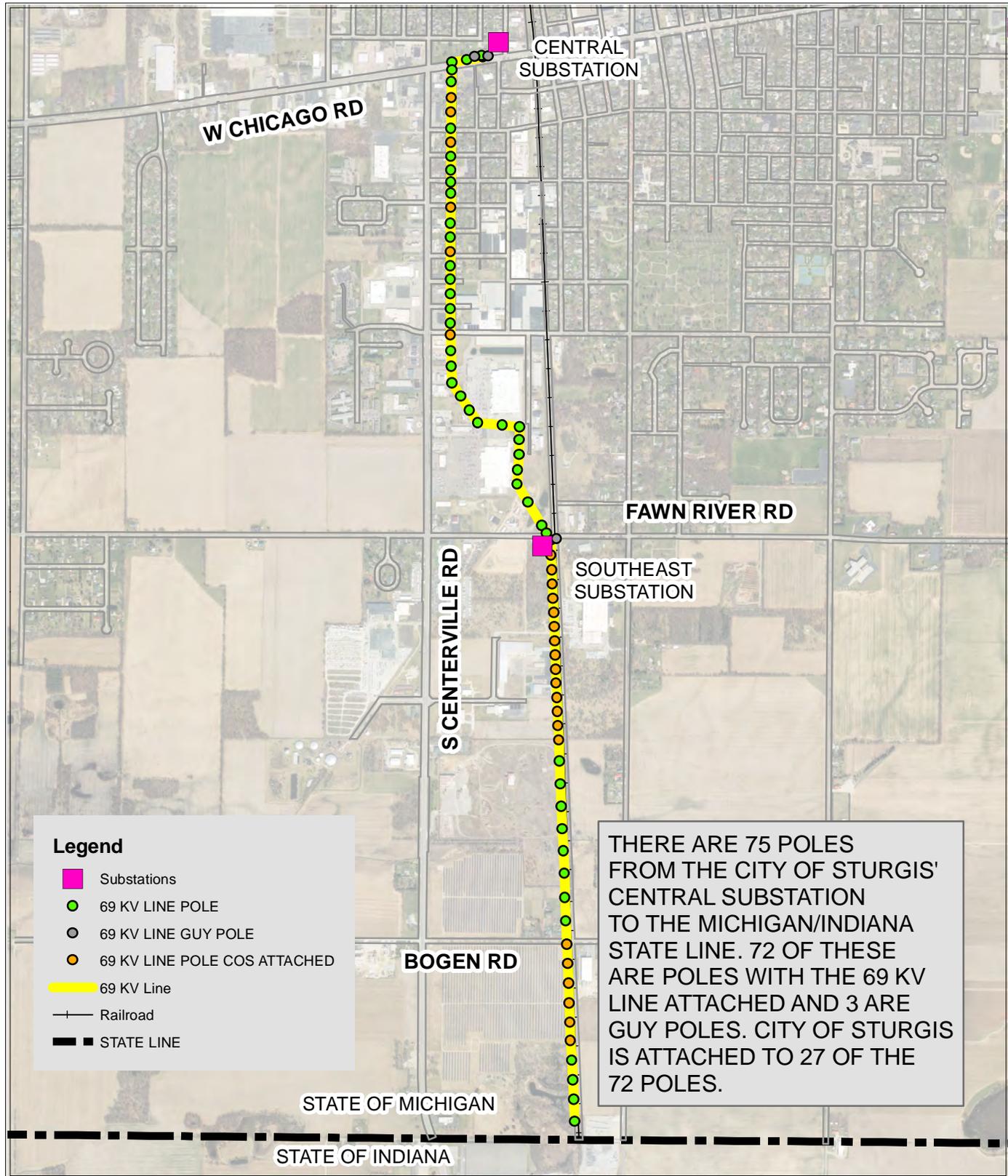
**Vinewood New Walk Assessment Roll #2021-02**

First Name	Last Name	Property Address	Original Frontage	As-Built Length	2021 Owner Cost Estimate	Final Owner Amount	Final City Amount	Final Lot Amount
Bitler Investment Venture V, LLC		1305 E. Chicago Road	85.0	85	\$1,456.00	\$1,242.70	\$1,242.70	\$2,485.40
Mariano	Orca	13 Vinewood Avenue	50.0	50	\$840.00	\$731.00	\$731.00	\$1,462.00
JPM Real Estate 17, LLC		17 Vinewood Avenue	150.0	150	\$2,400.00	\$2,193.00	\$2,193.00	\$4,386.00
Christopher	Gilbert	1305 Lockwood Street	100.0	100	\$1,600.00	\$1,462.00	\$1,462.00	\$2,924.00
Huy Nguyen & Bich-Ngoc Trinhcau Le		107 Vinewood Avenue	100.0	0	\$3,200.00	\$0.00	\$0.00	\$0.00
Huy Nguyen & Bich-Ngoc Trinhcau Le		111 Vinewood Avenue	78.0	78	\$2,496.00	\$2,280.72	\$0.00	\$2,280.72
Adrian	Barajas	115 Vinewood Avenue	76.0	76	\$1,216.00	\$1,111.12	\$1,111.12	\$2,222.24
Charles & Linda	Williams	207 Vinewood Avenue	74.0	74	\$1,184.00	\$1,081.88	\$1,081.88	\$2,163.76
Ruby	Perez	211 Vinewood Avenue	84.0	100	\$1,344.00	\$1,344.00	\$1,580.00	\$2,924.00
423 Rentals, LLC		215 Vinewood Avenue	21.0	21	\$414.00	\$307.02	\$307.02	\$614.04
Steven & Terry	Steward	345 Vinewood Avenue	275.0	275	\$4,520.00	\$4,020.50	\$4,020.50	\$8,041.00
					\$20,670.00	\$15,773.94	\$13,729.22	\$29,503.16
		Final Assessment Cost per square foot =			<b>\$7.31</b>			

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10C**





SHT 1 OF 1

<b>DISCLAIMER</b>		<b>CITY OF STURGIS ELECTRIC</b> 130 N. NOTTAWA ST., STURGIS, MI 49091			
This map is a representation to be used exclusively for reference purposes. This map is not to be used as a survey product. The City of Sturgis make no warranty as to the accuracy of this map, either expressed or implied. Users of this map do so at their own risk and acknowledge and accept the limitations of this map.		DRAWN BY <b>COS</b>	APPROVED BY <b>COS</b>		
<b>NOT TO SCALE</b>		<b>69 KV LINE CENTRAL SUBSTATION TO MICHIGAN INDIANA STATE LINE</b>			

## ASSIGNMENT AND ASSUMPTION OF EASEMENTS

This Assignment and Assumption of Easements ("**Assignment**") is made to be effective as of \_\_\_\_\_, 2025 ("**Execution Date**") by and between INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("**Assignor**"), and CITY OF STURGIS, a Michigan municipal corporation ("**Assignee**"). Assignor and Assignee may be referred to herein each as a "**Party**" or collectively as the "**Parties.**"

### 1. ASSIGNMENT OF EASEMENT

- 1.1 In consideration of Ten and no/100 (\$10.00) Dollars and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Assignor transfers, conveys, sells and assigns to Assignee all of Assignor's right, title and interest in and to, and liabilities, obligations and duties (the "**Easement Rights**") contained in those certain easements and rights of way (individually, each an "**Easement**" and collectively the "**Easements**") described in Exhibit A, attached hereto and made a part hereof for all purposes. This conveyance is exempt from Michigan real estate transfer tax under MCL 207.526(a) and MCL 207.505(a).
- 1.2 This Assignment is made pursuant to the Bill of Sale ("**Bill of Sale**") of even date herewith, by and between Assignor (as Seller) and Assignee (as Buyer), and incorporated herein by reference.

### 2. EASEMENT AREA

The easement area is the area described in the easements over which the assignor was granted the easement rights.

### 3. USE OF EASEMENT

Assignee agrees that Assignee shall use each Easement only in accordance with the rights, liabilities, obligations and duties set out in the pertinent Easement and consistent with the terms of such Easement.

**4. WARRANTY OF TITLE**

Assignor warrants and covenants (i) that Assignor is the record title owner of the Easements, and (ii) that the Easements are free and clear of all liens and encumbrances except for (a) liens, if any, for ad valorem taxes and governmental assessments for the year of the execution and delivery of this Assignment, and (b) encumbrances, if any, on the real property covered by the Easements.

**5. EASEMENT AREA CONDITION**

**ASSIGNEE ACCEPTS THIS ASSIGNMENT, THE EASEMENT RIGHTS, THE EASEMENTS, THE EASEMENT AREA AND ALL IMPROVEMENTS AND FACILITIES LOCATED THEREON, IN THEIR PRESENT CONDITION AND ON AN "AS IS" BASIS. ASSIGNEE ACKNOWLEDGES THAT ITS ACCEPTANCE ON AN "AS IS" BASIS FORMS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT.**

**6. LIABILITY AND INDEMNITY**

As part of the consideration for this Assignment, Assignee assumes all liabilities, obligations and duties of Assignor pertaining to the Easement Rights. By assuming such liabilities, obligations and duties, Assignee releases and discharges Assignor from all liabilities, obligations and duties pertaining to the Easement Rights. It is acknowledged and agreed that Assignor shall not be responsible for the discharge and performance of any duties or obligations to be performed or discharged in connection with the Easement Rights on and after the Execution Date. By acceptance of this Assignment, Assignee, to the extent permitted by law, agrees to indemnify, save and hold harmless Assignor from and against all loss, liability, claims or causes of action existing in favor of or asserted by any person arising out of or relating to Assignee's failure to perform any duties or obligations set forth in the Easements or in connection with the Easement Rights. No indemnity of any kind runs from Assignor to Assignee in connection with this Assignment, the Easement Rights, the Easement Area or the Easements.

Assignee assumes and agrees to keep, perform and fulfill all covenants, terms and conditions of the Easements.

**8. COUNTERPARTS**

This Assignment may be signed in any number of counterparts, and each counterpart will represent a fully executed original as if signed by both Parties.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed and delivered this Assignment as of the Execution Date.

**ASSIGNOR:**

**INDIANA MICHIGAN POWER COMPANY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ )

)ss:

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_, \_\_\_\_\_ of INDIANA MICHIGAN POWER COMPANY,  
on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_) Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

My commission expires: \_\_\_\_\_

Acting in \_\_\_\_\_ County, \_\_\_\_\_



**EXHIBIT A**  
**EASEMENTS**  
**STURGIS TWP AEP HOWE LINE**

Deed of Easement granted by City of Sturgis, Michigan dated May 3, 2006, recorded on July 7, 2006, in Liber 1383 at Page 103 of the Register of Deeds, St. Joseph County, MI

Supplemental Right of Way and Easement granted by Meijer, Inc., a Michigan corporation, recorded on November 19, 2012, in Liber 1678 at Page 859 of the Register of Deeds, St. Joseph County, MI

Easement granted by B.A. & Daisy Fager recorded in Liber 244 at Page 191 of the Register of Deeds, St. Joseph County, MI

Easement granted by Howard & Elsie Weaver, Cecil & Virginia Lingg recorded in Liber 244 at Page 193 of the Register of Deeds, St. Joseph County, MI

Easement granted by Howard & Elsie Weaver recorded in Liber 244 at Page 33 of the Register of Deeds, St. Joseph County, MI

Easement granted by Herman & Ilo Baker recorded in Liber 244 at Page 31 of the Register of Deeds, St. Joseph County, MI

Easement granted by Herman & Ilo Baker recorded in Liber 244 at Page 405 of the Register of Deeds, St. Joseph County, MI

Easement granted by Harold & Vina Bowman recorded in Liber 244 at Page 127 of the Register of Deeds, St. Joseph County, MI

Easement granted by Le Roy & Martha Marks recorded in Liber 244 at Page 125 of the Register of Deeds, St. Joseph County, MI

Easement granted by Simon & Bessie Sclamberg and Edward & Sarah Parker recorded in Liber 244 at Page 123 of the Register of Deeds, St. Joseph County, MI

Easement granted by Fannie Irene Baldwin Eagle and William D. Eagle recorded in Liber 244 at Page 591 of the Register of Deeds, St. Joseph County, MI

Easement granted by Carrie Fisher recorded in Liber 244 at Page 76 of the Register of Deeds, St. Joseph County, MI

Easement granted by Clifton & Louise Meese recorded in Liber 244 at Page 74 of the Register of Deeds, St. Joseph County, MI

Easement granted by Lena Erk recorded in Liber 244 at Page 72 of the Register of Deeds, St. Joseph County, MI

Easement granted by T. J. & Ahava D. Mowry recorded in Liber 244 at Page 70 of the Register of Deeds, St. Joseph County, MI

Easement granted by Cora Summey, widow, recorded on December 7, 1949, in Liber 244 at Page 121 of the Register of Deeds, St. Joseph County, MI; amended by Addendum to Easement granted by Wal Mart Stores East, Inc. dated November 20, 2001, recorded November 29, 2001, in Liber 1022 at Page 922 of the Register of Deeds, St. Joseph County, MI

Easement granted by Oliver E. Fish recorded in Liber 244 at Page 135 of the Register of Deeds, St. Joseph County, MI

Easement granted by Wal-Mart's Stores, Inc. recorded in Liber 631 at Page 121 of the Recorders Office, St. Joseph County, MI, amended by Addendum to Easement dated November 20, 2001, recorded on November 29, 2001, in Liber 1022 at Page 922 of the Register of Deeds, St. Joseph County, MI

Easement granted by Joseph & Matilda Seafert recorded in Liber 24 at Page 133 of the Register of Deeds, St. Joseph County, MI

Easement granted by Leon & Sarah Decker and E.A. & Betty Greashaw recorded in Liber 244 at Page 131 of the Register of Deeds, St. Joseph County, MI

Easement granted by Charles & Estella Zuber recorded in Liber 244 at Page 129 of the Register of Deeds, St. Joseph County, MI

Easement granted by City of Sturgis recorded in Liber 244 at Page 68 of the Register of Deeds, St. Joseph County, MI

Prepared by:  
Eric J. Scheske (P45477)  
227 W. Chicago Rd.  
Sturgis, MI 49091  
(269) 651-2445

## Bill of Sale

This Bill of Sale is entered into as of [DATE] (“**Execution Date**”) between Indiana Michigan Power Company, an Indiana corporation (“**Seller**”), and City of Sturgis, a Michigan municipal corporation (“**Buyer**”).

### RECITALS

- A. Seller owns certain transmission line assets listed on **Exhibit A** attached to and made a part of this Bill of Sale (“**Assets**”).
- B. Seller intends to sell and Buyer intends to purchase the Assets pursuant to this Bill of Sale.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Conveyance. For good and valuable consideration in the amount of \$1.00 (the “**Purchase Price**”), the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains and delivers to Buyer, all of its right, title and interest in and to the Assets. Title to, and risk of loss of, the Assets shall pass to Buyer as of the first moment, local time in [LOCATION OF ASSETS], on the Execution Date.

2. Indemnification. **TO THE EXTENT PERMITTED BY LAW:**

(a) **BUYER SHALL INDEMNIFY, DEFEND AT ITS EXPENSE, AND HOLD SELLER HARMLESS, FROM ANY LIABILITIES, COSTS AND CLAIMS, INCLUDING JUDGMENTS RENDERED AGAINST, AND FINES AND PENALTIES IMPOSED UPON, SELLER AND REASONABLE ATTORNEYS’ FEES AND ALL OTHER COSTS OF LITIGATION, ARISING OUT OF OR RELATED TO THE OWNERSHIP OF THE ASSETS ON AND AFTER THE EXECUTION DATE, INCLUDING INJURIES, DISEASE OR DEATH TO PERSONS, OR DAMAGE TO PROPERTY, INCLUDING ENVIRONMENTAL CLAIMS AND LIABILITIES CAUSED BY BUYER, ITS EMPLOYEES, AGENTS OR CONTRACTORS, OR IN ANY WAY ATTRIBUTABLE TO THE PERFORMANCE OF THIS BILL OF SALE, EXCEPT THAT BUYER’S OBLIGATION TO INDEMNIFY SELLER SHALL NOT APPLY TO THE EXTENT ANY LIABILITIES ARISE FROM SELLER’S SOLE NEGLIGENCE. WITH RESPECT TO CLAIMS AGAINST SELLER BY BUYER’S EMPLOYEES, BUYER AGREES TO EXPRESSLY WAIVE ITS IMMUNITY AS A COMPLYING EMPLOYER UNDER ANY WORKERS’ COMPENSATION LAW, BUT ONLY TO THE EXTENT THAT SUCH IMMUNITY WOULD BAR OR**

**AFFECT RECOVERY UNDER OR ENFORCEMENT OF BUYER'S INDEMNIFICATION OBLIGATIONS; AND**

**(b) SELLER SHALL INDEMNIFY, DEFEND AT ITS EXPENSE, AND HOLD BUYER HARMLESS, FROM ANY LIABILITIES, COSTS AND CLAIMS, INCLUDING JUDGMENTS RENDERED AGAINST, AND FINES AND PENALTIES IMPOSED UPON, BUYER AND REASONABLE ATTORNEYS' FEES AND ALL OTHER COSTS OF LITIGATION, ARISING OUT OF OR RELATED TO THE OWNERSHIP OF THE ASSETS PRIOR TO THE EXECUTION DATE, INCLUDING INJURIES, DISEASE OR DEATH TO PERSONS, OR DAMAGE TO PROPERTY, INCLUDING ENVIRONMENTAL CLAIMS AND LIABILITIES CAUSED BY SELLER, ITS EMPLOYEES, AGENTS OR CONTRACTORS, EXCEPT THAT SELLER'S OBLIGATION TO INDEMNIFY BUYER SHALL NOT APPLY TO THE EXTENT ANY LIABILITIES ARISE FROM BUYER'S SOLE NEGLIGENCE. WITH RESPECT TO CLAIMS AGAINST BUYER BY SELLER'S EMPLOYEES, SELLER AGREES TO EXPRESSLY WAIVE ITS IMMUNITY AS A COMPLYING EMPLOYER UNDER ANY WORKERS' COMPENSATION LAW, BUT ONLY TO THE EXTENT THAT SUCH IMMUNITY WOULD BAR OR AFFECT RECOVERY UNDER OR ENFORCEMENT OF SELLER'S INDEMNIFICATION OBLIGATIONS.**

3. Representations and Warranties. Seller represents and warrants that: (a) Seller is conveying good and valid title to all Assets, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims and liens of any kind; and (b) Seller has the right to sell the Assets to Buyer and shall warrant and defend the right against the lawful claims and demands of all persons.

4. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 3 ABOVE, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE ASSETS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, (x) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SET FORTH IN SECTION 3 ABOVE; (y) BUYER ACCEPTS THE ASSETS "AS IS, WHERE IS" AND "WITH ALL FAULTS," INCLUDING TO THE EXTENT THE ASSETS DO NOT COMPLY WITH APPLICABLE LAW OR PERMITS; AND (z) BUYER ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR THE USE, OPERATION,**

**REPAIR, AND MAINTENANCE OF THE ASSETS AND COMPLIANCE WITH ALL APPLICABLE LAW AND PERMITS.**

5. Limitations of Liability.

(a) No Consequential Damages. **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS BILL OF SALE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) Cap on Liability. **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BILL OF SALE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE PURCHASE PRICE.**

6. Sales, Use, Transfer and Similar Taxes. Buyer will be responsible for any and all federal, state, or local sales, use, or transfer taxes or assessments which may be imposed as a result of the sale of the Assets. Seller will charge Buyer, and Buyer will remit to Seller, state and local sales tax on the sale of the Assets unless Buyer provides to Seller a valid exemption certificate or direct pay permit, as appropriate.

7. Further Assurances. Each of Buyer and Seller shall execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the Assets.

8. Governing Law. This Bill of Sale shall be governed by, construed, and enforced in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

9. Entire Agreement. This Bill of Sale constitutes the sole and entire agreement of the parties to this Bill of Sale with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

10. Amendment and Modification; Waiver. This Bill of Sale may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

11. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**[The next page is the signature page.]**

IN WITNESS WHEREOF, Seller and Buyer have each duly executed and delivered this Bill of Sale as of the Execution Date.

**Indiana Michigan Power Company**

**City of Sturgis**

By \_\_\_\_\_

By \_\_\_\_\_

Name:

Name:

Title:

Title:

## **EXHIBIT A**

### **ASSETS**

(Description and Location)

- 1 All the poles, conductors, and hardware, other than fiber which shall remain the property of Seller, on the Sturgis-Howe line beginning at structure 4 south (Sturgis Central station) and extending to but not including structure 72. The point of change of ownership will be at the dead-end conductors at structure 72.
2. The easements identified on that Assignment and Assumption of Easements attached hereto as Exhibit B.
3. Any easements held by Seller that are necessary for the right of way of that portion of the Sturgis-Howe line identified in item 1 above, not appearing on Exhibit B. Should such an easement be identified, Seller and Buyer agree to collaborate in good faith to execute the necessary documentation to record the transfer of such easement from Seller to Buyer.

**EXHIBIT B**

Assignment and Assumption of Easements

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10E**



## Control Unit – MCU312



- **Powerful reporting software built in as standard**, simplifying projects and enabling the user a faster and easier experience completing inspections.
- View, Record, and Annotate inspection footage with ease.
- Versatile for desk mount or portable use.
- 12” sunlight-readable monitor with touch screen interface
- 8 – Keyboard hotkeys to enable quick, efficient, and accurate surveys.
- Ergonomic, Soft Touch Keyboard for improved customer experience.
- Dual integrated control pods with joysticks and dedicated control keys.
- Adaptable to run all Minicam Reels including Fully Synchronized, Motorized, Portable Lite, and Solopro+ Push Reels.

## Cable Reel – RAP200

- Motorized Cable Reel with Three Phase Motor for quick and easy operation.
- Cable layering mechanism for uninterrupted, tangle free pay-out and rewind.
- 820’ of high strength Kevlar reinforced inspection cable.
- Removeable Drip Tray.
- Clear Safety Screen to prevent contact with cable
- Simple operation with dedicated keys and on-screen display.
- Motor Stop equipped for additional safety.



### Crawler- CRP140



- **Built-in Motorized Lift**, simply adjustable from the operators control unit.
- 6-wheel drive, Fully Steerable
- Inspection capabilities for 5.5” up to 24” Pipe Diameters and larger with optional Cradle.
- Quick change wheel lock system.
- Auxillary light pod with backup camera (ALB300) for view above flow line.
- Built in three frequency Sonde and Inclinator.
- Lightweight compact design for ease of setup and manhole/pipeline access.
- Easy access lift/lower hook

### Camera – CAM028L

- Pan & Rotate Camera with Laser measurement capabilities.
- Continuous 360-degree rotation.
- +/- 135 Degree Pan.
- Integral Distance Sensor and twin lasers for accurate pipe diameter, defect, and object measurement.
- Adjustable Ultra-bright LED illumination.
- Digital and Optical zoom functions for detailed views of distant objects.





www.fredricksonsupply.com



SALES QUOTE	
Date	Quote #
06/19/25	2163

Bill To:
City of Sturgis Brandon Schrader 130 N Nottawa Sturgis, MI 49091

Ship To:
FOB

PO Number	Terms	Rep	Ship Date	Via	FOB	Project
	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
<b>Mainline Crawler &amp; Camera Equipment</b>				
1	MCU312-US	Minicam Control Unit 12" Display	17,041.00	17,041.00
1	LCP05	5M Link Cable	0.00	0.00
1	RAP200	Motorized Cable Reel 656' Cable	27,185.00	27,185.00
1	CAP250	820' Inspection Cable	0.00	0.00
1	CRP140	140MM PROTEUS CRAWLER	27,510.00	27,510.00
		Steerable 6-Wheel Drive. Motorized Lift - Built-In Standard. Inclination & Tilt Sensor - Standard. Multi-Frequency Sonde - 33, 512 & 640Hz. Includes (6) 90MM Soft Rubber Wheels. Center in 6 - 24"		
1	CAM028L	CAM028L PAN&TILT	24,592.00	24,592.00
		Lasers Standard for Measurement Functions. High Resolution - Adjustable Focus. Continuous Rotation - Auto-Home Feature. (6) High Powered & Adjustable LED Lights. Pressurized to 14psi. 120:1 Zoom (10x Optical-12x Digital) & 135Deg of Pan. Compatible with CRP140, CPL150 & CRP300.		
1	ALB300	AUX LIGHT/BACKEYE CAMERA - PROTEUS	3648	3648
4	QRW140XLSR/150	140MM SOFT RUBBER WHEEL WITH XL HUB	0.00	0.00
1	SHIPPING	FOB Sturgis	Inc	Inc
1	SOURCEWELL	Minicam Contract# 032824-TRK City of Sturgis Sourcewell ID# 222840		
			<b>TOTAL</b>	<b>\$99,976.00</b>

\*Quotes are good for 30 days unless otherwise noted.

<b>Total</b>	<b>\$99,976.00</b>
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\*Quote is subject to manufacturer surcharges

<b>Proposed by Fredrickson Supply</b>
Alex Pummill

<b>Accepted by Customer</b>



www.fredricksonsupply.com



SALES QUOTE	
Date	Quote #
06/19/25	2163

Bill To:
City of Sturgis Brandon Schrader 130 N Nottawa Sturgis, MI 49091

Ship To:
FOB

PO Number	Terms	Rep	Ship Date	Via	FOB	Project
	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
Printed: Alex Pummill			Printed:	

C&S SOLUTIONS INC.  
 10055 PROGRESS WAY  
 HARRISON, OH 45030

# QUOTE

DATE	QUOTE #
7/2/2025	12949

NAME/ADDRESS
CITY OF STURGIS MI 2101 TREATMENT PLANT RD STURGIS, MI 49091

SHIP TO
CITY OF STURGIS MI 2101 TREATMENT PLANT RD STURGIS, MI 49091

Phone #	Web Site
513-922-7444	WWW.LOCATORGUYS.COM

TERMS	REP
Net 15	BB

Description	Qty	Rate	TOTAL
VOYAGER MOBILE IN TRAILBLAZER#--TVB-4-SK(HD400)		145,325.00	145,325.00
TrailBlazer mounted Mobile Voyager HD High Definition inspection system, including: Generator slide-out; (1) 22" Monitor; HD400 or HD405 high definition, pan&tilt zoom wiper camera; TR400 Voyager tractor for 6" to 24" lines, full set of carbides, (4) dually wheels; DC400 Controller; MR400 reel with 800' cable; maintenance kit; downhole equipment; (1) day of training; delivery. The above estimate includes: 1) 1 Year Manufacture Warranty 2) On Site Training 3) Free 24/7 Support C&S Solutions, Inc. is licensed and certified to repair all Sewer Camera equipment we quote at our home office in Cincinnati, Ohio. Thank you for the opportunity to earn your business. Please call Bryan Baur at (513) 713-7798 with any questions. Quote good for 30 days.		0.00	0.00

**IF PAYING WITH A CREDIT CARD 3% SURCHARGE WILL BE ADDED**

<b>Subtotal</b>	\$145,325.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$145,325.00



**C&S Solutions is Your DAMAGE PREVENTION COMPANY**  
 LOCATING, INSPECTING & FAULT FINDING UTILITIES EQUIPMENT  
 ELECTRIC • GAS • WATER • SEWER • DATA

## Replacement Sewer Camera w/ auto rewind

		590 - Wastewater	TOTAL PROJECT		
<b>FY 2024-2025</b>					<b>Notes</b>
<b>BUDGETED FUNDS</b>					
Replacement Sewer Camera w/ auto rewind		\$80,000.00		<b>\$80,000.00</b>	
<b>TOTAL BUDGETED FUNDS</b>		<b>\$80,000.00</b>		<b>\$80,000.00</b>	
<b>PROJECT COSTS</b>					
Minicam Proteus Crawler and Camera	Recommended 7/9/2025	\$ 99,976.00	\$	99,976.00	Fredrickson Supply-Sourcewell
<b>TOTAL FY 2024-2025</b>		<b>\$ 99,976.00</b>	<b>\$</b>	<b>99,976.00</b>	
<b>OVER (UNDER) BUDGET FY 2024-2025</b>		<b>\$ 19,976.00</b>			\$23,424 available from MLSS Pump Replacement Project

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10F**



Chapter 62 – UTILITIES

...

ARTICLE V. - MICHIGAN GAS UTILITIES FRANCHISE

**Sec. 62-271. - Granting of Franchise to Use Highways, Streets, Alleys and Public Places.**

The City of Sturgis, County of St. Joseph, State of Michigan, (hereinafter called "City"), hereby grants to Michigan Gas Utilities Corporation, a Delaware corporation (hereinafter called "Grantee"), its successors and assigns, a franchise to use the highways, streets, alleys and authorized easements of the City of Sturgis, County of St. Joseph, State of Michigan, for the purpose of constructing, maintaining and operating a gas distribution system in said City with full right, power and authority to establish, construct, maintain, extend and operate a plant, stations, mains, pipes, conduits, valves, drips and all other appurtenances, apparatus and appliances within the corporate limits of the City of Sturgis, County of St. Joseph, State of Michigan, for the purpose of supplying and distributing to said City and its inhabitants gas for heating and other purposes and, for such purposes, to enter upon and use the highways, streets, alleys, and public lands of said City and lay, maintain, operate, repair and extend therein, through and thereunder such mains, pipes, conduits, valves, drips, apparatus, appliances and other appurtenances as may be necessary and proper for the distribution of gas throughout and beyond said City and for the purpose of conducting and operating a gas business in said City subject to the terms and conditions hereinafter provided.

**Sec. 62-272. - Non-Disturbance of Public Travel: Restoration: Construction Maintenance.**

In laying its pipes, mains and other appurtenances and repairing and maintaining the same, Grantee shall interfere as little as possible with public travel. After opening any portion of the highways, streets, alleys or other authorized easement, Grantee shall within a reasonable time restore the same as nearly as possible to the same condition as prevailed before opening. While any portion of the highways, streets, alleys or other authorized easement is open, Grantee shall maintain reasonable barriers and lights at night and other warnings to the users of said highways, streets, alleys or other authorized easement.

**Sec. 62-273. Hold Harmless.**

Grantee shall at all times hold City harmless from any loss, damage and expense of any kind on account of the laying, constructing, maintenance, and use of said mains, pipes, conduits and other appurtenances. However, Grantee need not save City harmless from claims, losses and expenses arising out of the negligence of the City, its employees, contractors or agents.

**Sec. 62-274. Rates Established by Michigan Public Service Commission.**

The rates to be charged by Grantee and all rules of service shall be those which are established from time to time by the Michigan Public Service Commission or such other body which shall succeed to the jurisdiction, rights, powers and authority of said Commission.

**Sec. 62-275. Term: Effective Date.**

The rights granted in this franchise shall continue in full force and effect for a period of thirty (30) years from the effective date thereof. The effective date of this franchise shall be the latter of the date of the acceptance of the franchise by Grantee, which if accepted, shall be filed by the Grantee, in writing, within sixty (60) days after the enactment of this ordinance or the day following the date of publication of the ordinance.

**Sec. 62-276. Franchise Revocable; Irrevocability Upon Approval of Electors.**

The franchise herein granted shall be revocable at the will of the governing body of this City, provided, however, that the same shall become irrevocable if and when confirmed by a majority of the electors voting upon the question at the next general election or at any special election called for that purpose. Such special election shall be held at the request of said Grantee and the expenses thereof shall be paid for by the Grantee.

**Sec. 62-277. Repeal of Prior Authorizations.**

The Franchise Renewal adopted on October 12, 1994 by the City and all amendments thereto, are hereby repealed. The repeal of the above authorization and its amendments does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture, or punishment incurred prior to the time enforced, prosecuted, or inflicted.

Moved by Comm. McCarthy and supported by Comm. Fair to adopt the Michigan Gas Utilities-Franchise Renewal.

8

**ORDINANCE NO. 96**

**FRANCHISE**

**MICHIGAN GAS UTILITIES**

AN ORDINANCE GRANTING TO UTILICORP UNITED INC., A DELAWARE CORPORATION DOING BUSINESS IN THE STATE OF MICHIGAN UNDER THE ASSUMED NAME MICHIGAN GAS UTILITIES, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, POWER, AUTHORITY AND PERMISSION TO USE THE HIGHWAYS,

STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE CITY OF STURGIS, COUNTY OF ST. JOSEPH, STATE OF MICHIGAN, FOR THE PURPOSE OF LAYING AND MAINTAINING GAS PIPES, MAINS, CONDUITS, VALVES, DRIPS AND ALL NECESSARY APPURTENANCES IN, UNDER AND ALONG THE HIGHWAYS, STREETS, ALLEYS AND OTHER PUBLIC PLACES, OF SAID CITY, AND THE RIGHT, POWER AND PERMISSION TO CONDUCT AND OPERATE A GENERAL GAS BUSINESS AND DISTRIBUTION SYSTEM IN SAID CITY OF STURGIS, COUNTY OF ST. JOSEPH, STATE OF MICHIGAN FOR A PERIOD OF THIRTY (30) YEARS.

THE CITY COUNCIL OF THE CITY OF STURGIS, COUNTY OF ST. JOSEPH, STATE OF MICHIGAN HEREBY ORDAINS:

Section 1. Granting of Franchise to Use Highways, Streets, Alleys and Public Places. The City of Sturgis, County of St. Joseph, State of Michigan, (hereinafter called "Grantor"), hereby grants to UtiliCorp United Inc., a Delaware corporation doing business in the State of Michigan under the assumed name Michigan Gas Utilities, (hereinafter called "Grantee"), its successors and assigns, a franchise to use the highways, streets, alleys and other public places of the City of Sturgis, County of St. Joseph, State of Michigan, for the purpose of constructing, maintaining and operating a gas distribution system in said City with full right, power and authority to establish, construct, maintain, extend and operate a plant, stations, mains, pipes, conduits, valves, drips and all other appurtenances, apparatus and appliances within the corporate limits of the City of Sturgis, County of St. Joseph, State of Michigan, for the purpose of supplying and distributing to said City and its inhabitants gas for heating and other purposes and, for such purposes, to enter upon and use the highways, streets, alleys, and public lands of said City and lay, maintain, operate, repair and extend therein, through and thereunder such mains, pipes,

conduits, valves, drips, apparatus, appliances and other appurtenances as may necessary and proper for the distribution of gas throughout and beyond said City and for the purpose of conducting and operating a gas business in said City subject to the terms and conditions hereinafter provided.

Section 2. Non-Disturbance of Public Travel; Restoration; Construction Maintenance. In laying its pipes, mains and other appurtenances and repairing and maintaining the same, Grantee shall interfere as little as possible with public travel. After opening any portion of the highways, streets, alleys or other public place, Grantee shall within a reasonable time restore the same as nearly as possible to the same condition as prevailed before opening. While any portion of the highways, streets, alleys or other public place is open, Grantee shall maintain reasonable barriers and lights at night and other warnings to the users of said highways, streets, alleys or other public place.

Section 3. Hold Harmless. Grantee shall at all times hold Grantor harmless from any loss, damage and expense of any kind on account of the laying, constructing, maintenance, and use of said mains, pipes, conduits and other appurtenances.

Section 4. Rates Established by Michigan Public Service Commission. The rates to be charged by Grantee and all rules of service shall be those which are established from time to time by the Michigan Public Service Commission or such other body which shall succeed to the jurisdiction, rights, powers and authority of said Commission.

Section 5. Term; Effective Date. The rights granted in this franchise shall continue in full force and effect for a period of thirty (30) years from the effective date thereof. The effective date of this franchise shall be the date of the acceptance of the franchise by Grantee, which acceptance shall be filed by the Grantee, in writing, within sixty (60) days after the enactment of this ordinance.

Section 6. Franchise Revocable; Irrevocability Upon Approval of Electors. The franchise herein granted shall be revocable at the will of the governing body of this City, PROVIDED, however, that the same shall become irrevocable if and when confirmed by a three-fifths (3/5) majority of the electors voting upon the question at the next general election or at any special election called for that purpose. Such special election shall be held at the request of said Grantee.

Section 7. Expenses of Election Paid by Grantee. In the event of a special election, the expenses thereof shall be deposited with the Clerk of this City by the Grantee.

Section 8. Ordinance Effective Date. This ordinance shall take effect on the twenty-first (21st) day following the date of publication of the ordinance.

Section 9. Publication. The City Clerk is hereby directed to cause a true copy of this ordinance to be published in *The Sturgis Journal*, a newspaper printed and circulated within the community which this ordinance affects within one week of its passage.

Section 10. Recording of Ordinance. Within one week after the passage of this ordinance, the City Clerk shall record the ordinance within the books and records of the City kept by the Clerk for such purpose and the recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Voting yea: Eight

Voting nay: Lampe

Motion carried