



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, JANUARY 8, 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
 - A. Quarterly Financials – Holly Keyser
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 December 18, 2024 work session as presented.**
 - **APPROVE the minutes from the December 18, 2024 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$1,740,345.46 as presented.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. St. Joseph Street Utility and Street Improvements – Barry Cox
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – Purchase of Property
13. ADJOURN

Manager's Report

JANUARY 8, 2025



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Andrew Kuk
City Manager

5. Presentation

A. Quarterly Financials

Staff: Holly Keyser

Included in your packet is a memo from Controller Holly Keyser and the preliminary quarterly financials for the 4th quarter before year-end adjustments. Holly will provide a brief overview at the meeting.

Information Included in Packet:

1. Memo
2. 4th Quarter Financial Report

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for January 8, 2025 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the December 18, 2024 work session as presented.

Consent Agenda Motion:

APPROVE the minutes from the December 18, 2024 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,740,345.46 as presented.

10. New Business

A. St. Joseph Street Utility and Street Improvements

Staff: Barry Cox

Included in the FY 2024-2025 budget are funds to complete the St. Joseph Street Reconstruction project. The project reconstructs St. Joseph Street from N. Centerville Road to N. Nottawa, as well as providing significant upgrades to water mains, replacement of lead service lines along this segment, and limited replacement of sanitary sewer main.

On Monday, December 16, 2024, the City received bids for the project. A bid summary and award recommendation letter is included in your packet. Two bids were received. The low bidder was Parrish Excavating, Inc. from Quincy, Michigan in the amount of \$2,202,237.00. The Engineer's Estimate of probable cost was \$2,375,535.00. The project costs are being funded by the Water, Wastewater, and Street & Sidewalk Improvement Funds. Based on the scope of the project, costs related to each fund break down as follows: 47.6% of the project to the Water Fund, 3.18% to the Wastewater Fund, and 49.22% to the Street and Sidewalk Improvement Fund. A budget and costs spreadsheet for the project is included in your packet.

The Budget and Cost spreadsheet shows a shortfall in the Wastewater and Street and Sidewalk Improvement Fund budgets for this project. The Wastewater portion of the project is over budget by approximately \$16,500.00, which can be covered by funds from other budgeted projects, specifically the M66 Utilities Phase 1 project, which will not be constructed this fiscal year. The Street and Sidewalk Improvement portion of the project was over budget by roughly \$138,000.00; this will require a budget amendment and be brought to the Commission at a future meeting. This fund does have a healthy fund balance to cover this amendment. The Water fund portion of the project was under budget by \$376,000.00.

As discussed with the Commission last year during the budget, the water portion of this project will require a bond to finance. In previous years the City had

applied to the State of Michigan's Drinking Water State Revolving Fund (DWSRF) loan program to fund the project, but did not score high enough to be selected through that process in any of the years we applied. Staff is currently in the request for proposals process for a firm to handle the bond placement and will be bringing additional action to the Commission on this topic in the near future.

Fishbeck, Inc. has provided a Proposal for Professional Services for construction engineering and on-sight inspection for the project. Fishbeck completed the original design for the project as part of the City's application to the DWSRF loan program. Fishbeck, Inc. will provide an onsite resident project representative during construction, schedule progress meetings, prepare contractor pay estimates and contract modifications, maintain project files, provide recordkeeping of construction activities, and address resident complaints during construction, and review material testing results provided by the contractor's third-party testing company.

A construction contingency budget for the project of 10%, or \$220,000.00 is also recommended for the project.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid from Parrish Excavating, Inc. for the St. Joseph Street Reconstruction project in the amount of two million, two hundred two thousand, two hundred and thirty-seven dollars (\$2,202,237.00) and AUTHORIZE the City Manager to sign contract documents on behalf of the City.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Proposal for Professional Services with Fishbeck, Inc. for construction phase services on the St. Joseph Street Reconstruction Project in the amount of two hundred ninety-five thousand, seven hundred dollars (\$295,700.00), as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a contingency budget of two hundred and twenty thousand dollars (\$220,000.00) for the St. Joseph Street Reconstruction Project.

Staff Recommendation:

APPROVE, AUTHORIZE, APPROVE, APPROVE

Information Included in Packet:

1. Award Recommendation Letter
2. Bid Summary
3. Fishbeck Professional Services Proposal
4. Budget and Cost Spreadsheet

Noteworthy Meetings / Events

- Chamber Fundraising Committee Meeting | December 17th
- Employee Holiday Lunch | December 19th
- St. Joseph County EDGE Meeting | December 19th

Upcoming Events

- Comedian Jon Reep | SYCA | 7:30pm | January 10th
- Cinema Circle – Gone with the Wind | SYCA | 2:30pm | January 12th
- Winter Blues | Downtown | 5:30pm-9pm | January 17th
- Ladies Night Out | Downtown | 5:30pm-9pm | February 7th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 5A



Memo

To: Andrew Kuk, City Manager & City Commission
From: Holly Keyser
Date: January 3, 2025
Re: Fourth Quarter 2024 Preliminary Financial Review

September reflects the completion of the fiscal year but is preliminary as several year-end adjustments still need to be made. The following funds have been selected for this report and do not include all funds operated by the City as a whole.

Cash Receipts and Disbursements:

During the fourth quarter deposits in the banking system totaled \$28,109,544 of which \$12,864,975 was from taxes collected and the rest from utility payments and other revenue to the system. Total disbursements for the third quarter were \$13,144,636 including \$2,507,564 for payroll. The total cash and investment balances are included in the supplemental report.

General Fund:

Preliminary results indicate many line items are close to the budgeted revenue, with revenue exceeding expenditures by \$11,276. Revenue consists of taxes, Payment in Lieu of Tax (PILOT), state shared revenue, Local Community Stabilization Authority (LCSA), interest, fees for services, administrative reimbursements, and other. Tax revenue is \$3,049,440 compared to \$2,647,788 last year due to the increase in operating tax levy. Local Community Stabilization Authority (LCSA) revenue, which is included in State sources, of \$1,482,461 was received compared to \$1,604,921 last year. The utility PILOT is \$1,882,380 compared to \$1,889,640 last year based upon the approved reduction to six percent of the previous year's utility income. Business licenses are \$84,275 compared to \$81,837 last year for Marihuana application fees. The Marihuana state excise tax for this year is \$414,344 compared to \$415,923 last year based upon seven retail sites. Interest revenue is \$367,730 compared to \$331,405 last year with rates close to four percent. Adjustments for the parking lot project are still outstanding for both revenue and expenditures due to timing of receipts and invoicing. Total expenditures were 81.37 percent of the budget for the year, with most functional areas within the 100 percent of the budget. Capital outlay includes the parking lots but as previously stated, does not reflect the entirety of the project.

Street Funds:

Major and Local Street Fund expenditures are lower than the previous year due to storm sewer cleaning not completed. Winter maintenance ending up 65 percent of budget with interest revenue exceeding the budget significantly. Several adjustments will be needed to reflect the fiscal results of street projects which include final billing for West Congress and North Franks Roundabout as well as North Franks and Main Street.

Building Fund:

The Building Fund recognized \$189,582 in building permit fees compared to \$153,615 at this time last year due in part to the changes in fees and the additional roof permits issued due to the hail damage in the summer of 2023. The expenditures are 90.44 percent of the budget for the year.

Sturges-Young Center for the Arts:

Rental revenue, food and liquor sales are 85 percent compared to the budget. The performance series yielded \$44,215 in sales compared to the budget of \$50,000; low but somewhat understandable given the first year of the series offering. Through a combination of funding sources, the series is designed to be a net zero in the budget while providing resources for future performances through the SYCA Programming Fund at the Sturgis Area Community Foundation. Although the Center is reflecting a loss of \$117,006 compared to \$93,677 last year, this is largely due to capital outlay for the sound system upgrades which will be offset by grant income of \$77,000; this grant will be added to revenue as a year-end adjustment.

Doyle Community Recreation Center:

Overall revenue is down 12 percent from last year after adjusting for transfers. Court rentals are up compared to the previous year while membership revenue is short twenty percent compared to the budget. Some of this decrease may be due to market competition. Expenditures exceed revenue by \$104,911 compared with a budgeted loss of \$82,172 and net income of \$21,931 last year, partially due to the elimination of the transfer from the General Fund in the current year budget.

Capital Reserve Fund:

Budgeted transfers have been completed except for the transfer to the General Fund for the parking lot project as numbers have not yet been finalized. Interest revenue exceeded the budget by \$46,200.

Capital Project Fund (Splash Pad and Park Improvements):

The bathroom facility has been installed along with cameras, picnic tables and signage. Total expenditures are \$204,945 and this project is complete!

Ambulance Fund:

Billed claims continue to exceed budgeted estimates. The number of billed claims for the year is 1,449 compared to 1,074 last year, comparative dollars of \$1,158,247 and \$784,286 respectively. Bad debt expense of \$218,806 reflects accounts receivable that were written off for collections, death, or inability to collect. Due to a vehicular accident, one of the new ambulances was out of service for several months. The repairs as well as rental for a temporary unit will impact the budget but will be covered by insurance. According to Ambulance Billing Network (ABN), the average payment percentage of total charges has increased from 38.14 percent for calendar year 2022, which began in May, to 49.45 percent for the calendar year 2023. Calendar year-to-date (September) shows the payment percentage at 42.72 percent.

Electric Fund:

Total energy consumption is up 2.1 percent over the prior year with revenue down 2.8 percent due to credits to the customers for the power cost adjustment. The wholesale cost per kilowatt hour is 5.93 cents compared to 6.53 cents last year with the decrease due to a more favorable market for energy costs. Electric City Solar generation is 27.6 megawatts-hours, approximately 12 percent of the total load. The hydro dam generated 5 megawatt-hours with units 1 and 2, approximately 2 percent of the total load. The department has been busy converting overhead electrical to underground in parking lots. Various budgeted substation improvement projects are underway. New street lighting has been completed on Ohio Court and North Franks. Expenses were \$22.1 million compared to \$22.6 million last year, primarily due to decreased purchased power costs. Interest revenue is \$1.5 million compared to \$726 thousand last year. The change in net position is \$5,599,866 compared to \$4,980,776 last year.

Wastewater Fund:

Sewer revenue is higher than the previous year due in part to a 2.5 percent rate increase. Expenditures are 88.8 percent compared to budget resulting in a change in net position of \$835,827 compared to \$944,074 last year. Planned system improvements to the collection system and treatment plant are ongoing. The refurbishment of the final clarifiers is complete as well as the Main Street project.

Water Fund:

Gallons billed in the water fund are flat compared to the previous year. Water revenue is up 10 percent exceeding the approved rate increase of 6.9 percent. Operating revenue is \$2,288,956 compared to \$2,171,965 last year. Total operating expenses of \$2,061,756 were realized compared to \$2,291,569 in the previous year, resulting in a change in net position of \$283,774 compared to \$50,240 in the previous year. Water system improvements in process include Main Street as well as lead service line replacements. 45 lead services were removed/replaced in calendar year 2023. Several employees recently passed the State Water Certification. This is a great achievement for the department.



CITY OF
Sturgis
MICHIGAN

For the
Year Ended
September 30,
2024

Quarterly
Financial Review

CITY OF STURGIS, MICHIGAN

Cash and Investments

Cash and Investment Balances

For the Year Ended September 30, 2024

Fund	Cash Balance	Investment Balance
Operating Funds:		
General fund	\$ 680,674	\$ 6,563,235
Street repair	74,981	-
Major street	418,674	1,799,334
Local street	553,146	372,317
Street and sidewalk improvement	817,413	2,126,124
Cemetery	47,595	-
Drug enforcement	2,964	-
Airport	234,102	-
Brownfield Redevelopment Authority	62,103	-
Economic development	50,600	-
Building department	342,660	-
LDFA	261,540	-
Housing department	26,973	-
Sturges-Young Center for the Arts	100,431	-
Parks and recreation	43,325	-
Doyle Community Center	79,484	-
Opium Settlement Fund	36,235	-
Capital reserve	(12,201)	1,478,877
Capital reserve - 2016	49,129	-
Ambulance	215,678	-
Electric	1,604,342	24,418,385
Sanitary sewer	526,238	6,145,194
Water	40,695	1,170,811
Economic development loan	-	-
Motor vehicle	109,942	1,931,588
Employee benefit	77,231	-
Total operating funds	6,443,952	46,005,864
Restricted accounts:		
General fund	26,943	-
Building Authority	3,338	3,154,605
Electric	1,685,524	-
Employee benefit	7,016	-
Trust and agency	1,301,322	-
Workers compensation	(25,547)	-
Cemetery trust	20,105	394,709
Endowment Fund	-	175,869
Pension trust	(34,169)	48,439,164
OPEB	-	9,982,922
Total restricted accounts	2,984,532	62,147,268
	\$ 9,428,484	\$ 108,153,132

Note: All investments are shown at market value.

For internal use only. These financial statements have not been audited, and no assurance is provided.

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual - General Fund

For the Year Ended September 30, 2024

Percentage of the Year Complete

100.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Revenues					
Property taxes	\$ 3,222,040	\$ 3,219,656	\$ (2,384)	99.9%	\$ 2,822,902
Payment in lieu of taxes	1,904,380	1,882,380	(22,000)	98.8%	1,942,915
Federal sources	2,050,000	220,762	(1,829,238)	10.8%	26,254
State sources	3,268,072	3,306,829	38,757	101.2%	3,384,235
Licenses and permits	65,500	94,853	29,353	144.8%	93,784
Charges for service	224,500	283,876	59,376	126.4%	237,062
Fines and forfeitures	23,000	13,641	(9,359)	59.3%	15,824
Interest income	340,000	368,414	28,414	108.4%	331,405
Administrative reimbursement	1,299,360	1,296,120	(3,240)	99.8%	1,195,200
Other income	291,000	285,619	(5,381)	98.2%	274,927
Total revenues	12,687,852	10,972,151	(1,715,701)	86.5%	10,324,508
Expenditures					
General government:					
City commission	53,030	52,887	(143)	99.7%	50,464
City manager	335,540	248,856	(86,684)	74.2%	295,517
Elections	30,120	23,195	(6,925)	77.0%	14,970
Assessor	70,180	71,813	1,633	102.3%	74,392
Attorney	144,820	121,063	(23,757)	83.6%	137,783
Controller	620,270	602,965	(17,305)	97.2%	559,737
Clerk/Treasurer	275,390	261,819	(13,571)	95.1%	308,245
City Hall and grounds	106,760	95,662	(11,098)	89.6%	93,733
Information technology	164,350	181,948	17,598	110.7%	-
Total general government	1,800,460	1,660,208	(140,252)		1,534,840
Public safety:					
Police	3,442,104	3,265,892	(176,212)	94.9%	3,237,553
Fire	1,897,718	1,779,482	(118,236)	93.8%	1,797,698
Total public safety	5,339,822	5,045,375	(294,447)		5,035,251
Community development:					
Property maintenance	161,002	160,335	(667)	99.6%	152,032
Planning and zoning	137,322	116,029	(21,293)	84.5%	106,920
Total community development	298,324	276,364	(21,960)		258,952
Public works:					
Brush and leaf	196,534	193,178	(3,356)	98.3%	189,112
Engineering	217,454	162,957	(54,497)	74.9%	150,302
Parking	83,884	60,601	(23,283)	72.2%	68,592
Street lighting	63,636	65,174	1,538	102.4%	60,945
Recycling	77,520	77,591	71	100.1%	77,616
Total public works	639,028	559,501	(79,527)		546,567

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CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual - General Fund

For the Year Ended September 30, 2024

Percentage of the Year Complete

100.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Health and welfare:					
Social services	2,040	1,000	(1,040)	49.0%	700
Recreation and cultural:					
Parks maintenance	\$ 563,536	\$ 534,156	\$ (29,380)	94.8%	\$ 549,726
Depot Museum	15,000	11,358	(3,642)	75.7%	38,803
Other recreation and cultural	198,960	101,177	(97,783)	50.9%	332,568
Total recreation and cultural:	777,496	646,691	(130,805)		921,097
Total expenditures	8,857,170	8,189,139	(668,031)	92.5%	8,297,406
Revenues over expenditures	3,830,682	2,783,012	(1,047,670)		2,027,102
Other financing sources (uses)					
Transfers in	660,000	-	(660,000)	0.0%	637,900
Transfer for debt service	(291,663)	(277,319)	14,344	95.1%	(545,000)
Transfer of State Marijuana Tax	(400,000)	(414,344)	(14,344)	103.6%	-
Transfers out	(1,222,220)	(1,222,220)	-	100.0%	(998,868)
Total other financing uses	(1,253,883)	(1,913,883)	(660,000)		(905,968)
Capital outlay					
Capital outlay	2,699,000	857,852	(1,841,148)	31.8%	634,816
Net changes in fund balance	(122,201)	11,276	\$ 133,477		\$ 486,318
Fund balance, beginning of year	3,213,521	3,213,521			
Fund balance, end of year	\$ 3,091,320	\$ 3,224,797			

concluded

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual - Sturges-Young Center for the Arts

For the Year Ended September 30, 2024

Percentage of the Year Complete 100.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Revenues					
Admissions and rents	\$ 129,000	\$ 69,953	\$ (59,047)	54.2%	\$ 60,193
Contributions and fundraisers	183,000	124,734	(58,266)	68.2%	32,462
Charges for service	2,000	1,589	(411)	79.4%	1,252
Food sales	20,000	15,812	(4,188)	79.1%	9,409
Liquor sales	25,100	23,295	(1,805)	92.8%	11,896
Investment income	1,000	1,643	643	164.3%	1,937
Other income	103,500	99,419	(4,081)	96.1%	50,400
Total revenues	<u>463,600</u>	<u>336,446</u>	<u>(9,842)</u>	72.6%	<u>74,895</u>
Expenditures					
Wages	183,360	152,357	(31,003)	83.1%	142,421
Benefits	54,232	54,359	127	100.2%	51,367
Supplies	43,520	41,143	(2,377)	94.5%	29,888
Services	290,810	299,716	8,906	103.1%	220,029
Debt service	57,940	42,475	(15,465)	73.3%	56,655
Fundraising	7,500	5,034	(2,466)	67.1%	6,706
Other expenditures	50,000	38,845	(11,155)	77.7%	-
Capital outlay	176,759	147,133	(29,626)	83.2%	334,881
Administrative reimbursement	21,960	21,960	-	100.0%	21,960
Total expenditures	<u>886,081</u>	<u>803,021</u>	<u>(83,060)</u>	90.6%	<u>863,907</u>
Revenues over (under) expenditures	<u>(422,481)</u>	<u>(466,575)</u>	<u>73,218</u>		<u>(789,012)</u>
Other financing sources (uses)					
Transfers in	481,500	349,500	(132,000)	72.6%	602,680
Total other financing uses	<u>481,500</u>	<u>349,500</u>	<u>(132,000)</u>		<u>602,680</u>
Net changes in fund balance	<u>59,019</u>	<u>(117,075)</u>	<u>\$ (58,782)</u>		<u>\$ (186,332)</u>
Fund balance, beginning of year	<u>150,509</u>	<u>130,848</u>			
Fund balance, end of year	<u>\$ 209,528</u>	<u>\$ 13,772</u>			

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual - Doyle Community Center

For the Year Ended September 30, 2024

Percentage of the Year Complete 100.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Revenues					
Programming	\$ 63,000	\$ 56,710	\$ (6,290)	90.0%	\$ 58,411
Memberships	440,000	355,179	(84,821)	80.7%	416,972
Rentals	53,400	57,927	4,527	108.5%	51,494
Food sales	4,000	1,111	(2,889)	27.8%	7,536
Contributions and fundraisers	26,000	21,369	(4,631)	82.2%	22,892
Investment income	1,000	1,870	870	187.0%	1,339
Other income	4,800	3,938	(862)	82.0%	9,793
Total revenues	<u>592,200</u>	<u>498,104</u>	<u>(94,096)</u>	84.1%	<u>568,438</u>
Expenditures					
Wages	240,980	244,294	3,314	101.4%	239,549
Benefits	90,980	99,084	8,104	108.9%	98,277
Supplies	48,500	47,707	(793)	98.4%	43,936
Services	170,840	166,720	(4,120)	97.6%	180,034
Transportation	1,812	1,812	-	100.0%	1,728
Debt service	33,660	27,885	(5,775)	82.8%	32,755
Capital outlay	95,000	22,913	(72,087)	24.1%	75,307
Administrative reimbursement	27,600	27,600	-	100.0%	21,960
Total expenditures	<u>709,372</u>	<u>638,015</u>	<u>(71,357)</u>	89.9%	<u>693,546</u>
Revenues over (under) expenditures	<u>(117,172)</u>	<u>(139,911)</u>	<u>(22,739)</u>		<u>(125,109)</u>
Other financing sources (uses)					
Transfers in	<u>35,000</u>	<u>35,000</u>	<u>-</u>	100.0%	<u>147,040</u>
Net changes in fund balance	<u>(82,172)</u>	<u>(104,911)</u>	<u>\$ (22,739)</u>		<u>\$ 21,931</u>
Fund balance, beginning of year	<u>133,830</u>	<u>133,830</u>			
Fund balance, end of year	<u>\$ 51,658</u>	<u>\$ 28,919</u>			

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Ambulance Fund

For the Year Ended September 30, 2024

Percentage of the Year Complete 100.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Operating revenues					
Federal grants	\$ -	\$ -	\$ -	0.0%	303,409
Charges for services	750,000	1,158,247	408,247	154.4%	784,286
Contractual write-down	(450,000)	(417,759)	32,241	92.8%	(430,590)
Other income	-	742	742	0.0%	-
Total operating revenues	<u>300,000</u>	<u>741,230</u>	<u>441,230</u>	247.1%	<u>657,105</u>
Operating expenses					
General and adminstration	468,550	509,782	41,232	108.8%	452,958
Material and maintenance	63,400	105,201	41,801	165.9%	60,412
Depreciation	68,029	68,040	11	100.0%	70,246
Bad debt	-	218,806	218,806	0.0%	6,711
Total operating expenses	<u>599,979</u>	<u>901,829</u>	<u>301,850</u>	150.3%	<u>590,327</u>
Operating income (loss)	<u>(299,979)</u>	<u>(160,599)</u>	<u>139,380</u>		<u>66,779</u>
Nonoperating income (expense)					
Interest expense	(9,000)	(8,059)	(941)	89.5%	(9,104)
Interest revenue	-	772	772	0.0%	20
Total nonoperating income (expense)	<u>(9,000)</u>	<u>(7,287)</u>	<u>1,713</u>	81.0%	<u>(9,084)</u>
Net income (loss)	<u>(308,979)</u>	<u>(167,886)</u>	<u>141,093</u>		<u>57,694</u>
Other financing sources (uses)					
Transfers in	<u>312,000</u>	<u>312,000</u>	<u>-</u>	100.0%	<u>-</u>
Change in net position	<u>\$ 3,021</u>	<u>\$ 144,114</u>	<u>\$ 141,093</u>		<u>\$ 57,694</u>

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Electric Fund

For the Year Ended September 30, 2024

Percentage of the Year Complete

100.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Operating revenues					
Fiber network	\$ 23,000	\$ 21,141	\$ (1,859)	91.9%	\$ 21,141
Power sales	23,313,000	25,800,316	2,487,316	110.7%	23,853,924
PCAF	2,750,000	(453,554)	(3,203,554)	-16.5%	2,136,730
Energy optimization	198,000	198,439	439	100.2%	198,098
Reconnect fees	40,000	38,840	(1,160)	97.1%	38,335
Changes for services	-	(2,400)	(2,400)	0.0%	(2,000)
Security light fees	70,000	67,000	(3,000)	95.7%	64,119
Street light	54,000	64,740	10,740	119.9%	60,550
Late charges	90,000	144,076	54,076	160.1%	106,790
Library building reimbursement	20,000	6,064	(13,936)	30.3%	8,627
Interest rebate	34,000	8,353	(25,647)	24.6%	10,765
Other income	300,000	93,167	(206,833)	31.1%	114,221
Total operating revenues	26,892,000	25,986,182	(905,818)	96.6%	26,611,298
Operating expenses					
General and administration	3,367,858	3,004,499	(363,359)	89.2%	2,574,539
Diesel plant	638,966	483,845	(155,121)	75.7%	442,446
Purchased power	14,141,545	11,647,428	(2,494,117)	82.4%	12,472,389
Hydro	542,510	462,268	(80,242)	85.2%	461,609
Substation	154,650	90,732	(63,918)	58.7%	165,969
Transmission	31,190	18,497	(12,693)	59.3%	29,117
Fiber	10,000	-	(10,000)	0.0%	6,253
Trunkline	1,000	1,097	97	109.7%	675
Distribution	2,079,854	1,954,430	(125,424)	94.0%	1,958,973
Transformers	56,410	28,962	(27,448)	51.3%	34,835
Secondary	44,460	24,640	(19,820)	55.4%	28,729
Street lighting	121,970	213,096	91,126	174.7%	173,245
Economic development	218,930	113,112	(105,818)	51.7%	177,292
Metro area network	29,390	9,521	(19,869)	32.4%	9,474
Meter reading	426,200	366,365	(59,835)	86.0%	392,150
Maintenance building	245,180	191,512	(53,668)	78.1%	336,244
West Street properties	26,190	15,574	(10,616)	59.5%	16,466
Depreciation	1,920,000	1,920,000	-	100.0%	1,791,041
In lieu of tax payments	1,541,820	1,541,820	-	100.0%	1,531,140
Total operating expenses	25,598,123	22,087,398	(3,510,725)	86.3%	22,602,585
Operating income (loss)	1,293,877	3,898,784	2,604,907		4,008,713

continued...

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Electric Fund

For the Year Ended September 30, 2024

Percentage of the Year Complete 100.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Nonoperating income (expense)					
Interest expense	\$ (61,200)	\$ (61,200)	\$ -	100.0%	\$ (40,315)
Interest revenue	200,000	1,536,211	1,336,211	768.1%	726,425
Rent rev	116,000	140,871	24,871	121.4%	203,512
Total nonoperating income (expense)	<u>254,800</u>	<u>1,615,882</u>	<u>1,361,082</u>	634.2%	<u>889,622</u>
Net income (loss)	1,548,677	5,514,666	3,965,989		4,898,336
Other financing sources (uses)					
Transfers in	85,200	85,200	-	100.0%	82,440
Change in net position	<u>\$ 1,633,877</u>	<u>\$ 5,599,866</u>	<u>\$ 3,965,989</u>		<u>\$ 4,980,776</u>

concluded

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Sanitary Sewer Fund

For the Year Ended September 30, 2024

Percentage of the Year Complete 100.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Operating revenues					
Wastewater sales	\$ 2,255,170	\$ 2,410,097	\$ 154,927	106.9%	\$ 2,295,166
Customer charge	1,397,580	1,449,637	52,057	103.7%	1,387,789
Interest rebate	3,000	890	(2,110)	29.7%	1,147
Other income	28,080	22,619	(5,461)	80.6%	144,819
Total operating revenues	3,683,830	3,883,244	199,414	105.4%	3,828,920
Operating expenses					
General and administration	930,666	774,750	(155,916)	83.2%	733,072
Wastewater treatment plant	1,276,500	1,029,344	(247,156)	80.6%	979,309
Depreciation	1,177,600	1,177,596	(4)	100.0%	986,987
In lieu of tax payments	219,960	219,960	-	100.0%	238,920
Total operating expenses	3,604,726	3,201,650	(403,076)	88.8%	2,938,288
Operating income (loss)	79,104	681,593	602,489		890,631
Nonoperating income (expense)					
Interest expense	(115,800)	(115,800)	-	100.0%	(102,281)
Interest revenue	68,970	207,092	138,122	300.3%	95,728
Rent rev	1,592	542	(1,050)	34.0%	1,592
Total nonoperating income (expense)	(45,238)	91,834	137,072	-203.0%	(4,961)
Net income (loss)	33,866	773,427	739,561		885,670
Other financing sources (uses)					
Transfers in	62,400	62,400	-	100.0%	58,404
Change in net position	\$ 96,266	\$ 835,827	\$ 739,561		\$ 944,074

CITY OF STURGIS, MICHIGAN

Statement of Revenues, Expenses and Changes in Net Position

Budget and Actual - Water Fund

For the Year Ended September 30, 2024

Percentage of the Year Complete 100.00%

	Final Budget	Current Year to Date Actual	Actual Over (Under) Final Budget	Percent of Budget Used	Prior Year to Date Actual
Operating revenues					
Water sales	\$ 931,986	\$ 1,049,941	\$ 117,955	112.7%	948,848
Meters and taps	10,000	15,454	5,454	154.5%	41,058
Customer charge	1,134,498	1,181,038	46,540	104.1%	1,118,398
Reconnect fees	5,000	3,664	(1,336)	73.3%	3,480
Interest rebate	3,000	890	(2,110)	29.7%	1,147
Other income	10,000	37,970	27,970	379.7%	59,034
Total operating revenues	2,094,484	2,288,956	194,472	109.3%	2,171,965
Operating expenses					
General and administration	520,330	591,339	71,009	113.6%	530,526
Material and maintenance	962,514	907,102	(55,412)	94.2%	1,108,898
Depreciation	442,720	442,716	(4)	100.0%	532,565
In lieu of tax payments	120,600	120,600	-	100.0%	119,580
Total operating expenses	2,046,164	2,061,756	15,592	100.8%	2,291,569
Operating income (loss)	48,320	227,199	178,879		(119,604)
Nonoperating income (expense)					
Interest expense	(35,000)	(36,000)	1,000	102.9%	(28,266)
Interest revenue	15,000	38,930	23,930	259.5%	23,523
Rent rev	2,300	2,526	226	109.8%	2,467
Total nonoperating income (expense)	(17,700)	5,456	23,156	-30.8%	(2,275)
Net income (loss)	30,620	232,655	202,035		(121,879)
Capital contributions and grants					
Grants	10,000	51,118	41,118	511.2%	172,120
Other financing sources (uses)					
Transfers in	-	-	-	0.0%	-
Transfers out	-	-	-	0.0%	-
Total other financing uses	-	-	-		-
Change in net position	\$ 40,620	\$ 283,774	\$ 243,154		\$ 50,240

CITY OF STURGIS, MICHIGAN

Statement of Revenues & Expenditures

Governmental Funds

For the Year Ended September 30, 2024

Percentage of the Year Complete 100.00%

	Final Revenue Budget	Current Revenue Year to Date	Percent of Budget Earned	Final Expenditure Budget	Actual Expenditure Year to Date	Percent of Budget Used
Fund						
General fund	\$ 13,347,852	\$ 10,972,151	82.20%	\$ 13,470,053	\$ 10,960,875	81.37%
Street repair	-	27,792	0.00%	-	-	0.00%
Major street	1,146,650	1,268,215	110.60%	1,107,850	755,089	68.16%
Local street	898,000	910,564	101.40%	788,760	585,249	74.20%
Sidewalk and street repair	972,800	1,194,529	122.79%	2,217,461	752,966	33.96%
Cemetery	369,835	343,200	92.80%	373,358	329,691	88.30%
Drug enforcement	-	32	0.00%	2,500	-	0.00%
Airport	249,905	257,991	103.24%	356,772	320,811	89.92%
Brownfield Redevelopment Authority	210,143	233,093	110.92%	222,634	211,144	94.84%
Building department	70,500	189,582	268.91%	182,272	164,845	90.44%
Local Development Finance Authority	943,216	64,974	6.89%	1,005,000	441,297	43.91%
Building Authority	691,663	846,268	122.35%	691,913	691,913	100.00%
Housing department	70,020	87,858	125.48%	69,880	66,308	94.89%
Sturges-Young Center for the Arts	945,100	685,946	72.58%	886,081	803,021	90.63%
Recreation	253,400	255,963	101.01%	256,690	218,929	85.29%
Doyle Community Center	627,200	533,104	85.00%	709,372	638,015	89.94%
Opium Settlement Fund	20,693	37,717	182.27%	-	25,000	0.00%
Capital reserves (combined)	12,000	58,320	486.00%	1,003,667	326,745	32.56%
Total	<u>\$ 20,828,977</u>	<u>\$ 17,967,299</u>		<u>\$ 23,344,263</u>	<u>\$ 17,291,897</u>	

CITY OF STURGIS, MICHIGAN

Statement of Revenues & Expenses

Enterprise and Internal Service Funds

For the Year Ended September 30, 2024

Percentage of the Year Complete 100.00%

	Final Revenue Budget	Actual Revenue Year to Date	Percent of Budget Earned	Final Expense Budget	Actual Expense Year to Date	Percent of Budget Used
Fund						
Electric	\$ 27,293,200	\$ 27,748,464	101.67%	\$ 25,659,323	\$ 22,148,598	86.32%
Sanitary sewer	3,816,792	4,153,277	108.82%	3,720,526	3,317,450	89.17%
Water	2,121,784	2,381,530	112.24%	2,081,164	2,097,756	100.80%
Motor vehicle	1,471,928	1,479,615	100.52%	1,325,510	1,319,828	99.57%
Workers compensation	106,000	109,949	103.73%	121,080	112,860	93.21%
Employee benefit	3,078,100	2,829,650	91.93%	3,130,480	3,354,099	107.14%
Ambulance	612,000	1,054,002	172.22%	608,979	909,888	149.41%
Total	<u>\$ 38,499,804</u>	<u>\$ 39,756,486</u>		<u>\$ 36,647,062</u>	<u>\$ 33,260,479</u>	

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

WORK SESSION - STURGIS CITY COMMISSION
WEDNESDAY, DECEMBER 18, 2024
WIESLOCH RAUM – CITY HALL

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

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

Commissioners absent: None

Also present: City Manager, City Controller, Electric Department Superintendent, City Clerk

Electric Department Superintendent Chris McArthur and Pat Boland, MPPA, gave a presentation on power supply, legislative requirements regarding renewable and clean energy, and related issues. Discussion followed.

The meeting was adjourned at 5:55 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, DECEMBER 18, 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 Comm. Moyer.

Commissioners present: Mullins, Boring, Moyer, Smith, Harrington, Abbs, Vice-Mayor Bir, Mayor Perez

Commissioners absent: Miller

Also present: City Attorney, City Manager, City Controller, City Engineer, Community Development Director, Human Resources Director, City Clerk

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

Voting yea: Eight Voting nay: None Absent: Miller MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Consent Agenda of December 18, 2024 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the December 11, 2024 work session as presented.

APPROVE the minutes from the December 11, 2024 regular meeting as presented.

B. 2025 Commission Meeting Dates

APPROVE the 2025 Commission Meeting schedule as presented.

C. Mercury Broadband Easement

APPROVE the Permanent Utility Easement with Mercury Wireless Indiana LLC as presented and

AUTHORIZE the City Manager to sign all necessary documents.

Voting yea: Eight Voting nay: None Absent: Miller MOTION CARRIED

Community Development Director Will Prichard provided information on the amendments to the Zoning Code and explained that there have been no changes since the first reading. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Smith to consider this the second reading of and approve the amendments to the City Code of Ordinances, Appendix A – Zoning Code Article I through XV as presented, effective January 9, 2025..

Voting yea: Eight Voting nay: None Absent: Miller MOTION CARRIED

AMENDMENTS TO ZONING ORDINANCE

An ordinance to amend Appendix A of the Zoning Ordinance of the City of Sturgis to provide for the modification of Articles I through XV for the purpose of updates, amendments, and compliance with updated laws and standards within certain districts in the City and an effective date of this Ordinance.

WHEREAS, the City Commission, upon recommendation from the Planning Board, has determined that it is in the best interest of the residents of the City to amend, modify and update the Zoning Ordinance for the City;

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan ordains:

Appendix A of the Zoning Ordinance of the City of Sturgis, Article I through Article XV is hereby modified to provide as follows effective as of January 9, 2025.

City Manager Andrew Kuk explained that Comm. Moyer would only be participating in the rezoning discussion as the applicant and not as a City Commissioner. Community Development Director Will Prichard provided information on the rezoning request for 911 E. Chicago Road including the current zoning, adjacent parcels, and the Future Land Use Map.

Moved by Comm. Harrington and seconded by Comm. Smith to consider this the second reading for and approve an amendment to the Zoning Code, Article III pertaining to the Zoning map for property 909 E. Chicago Road, parcel number 052-777-306-00 and 911 E. Chicago Road, parcel number 052-777-305-00, from the Business Office Service (B-OS) zoning district to Residential 3 (R-3) zoning district as presented, effective January 9, 2025.

Voting yea: Seven Voting nay: None Absent: Miller Abstain: Moyer MOTION CARRIED

AMENDMENT TO ZONING ORDINANCE PERTAINING TO ZONING MAP

An Ordinance to amend Article III of the Zoning Ordinance of the City of Sturgis pertaining to the zoning map and to provide for an effective date of this Ordinance.

WHEREAS, the City Commission, upon recommendation from the Planning Commission, has determined that it is in the best interest of the residents of the City to modify the Zoning Ordinance with respect to the zoning map to change the zoning designation of certain property from the Business Office Service (B-OS) zoning district to the Residential 3 (R-3) zoning district.

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan ordains:

Article III of the Zoning Ordinance is hereby modified as follows, effective as of January 9, 2025.

Section 1.0302(A), and the zoning map incorporated by reference therein, is hereby modified to provide that the following described property shall be in the Residential 3 (R-3) zoning district:

Land situate in the City of Sturgis, St. Joseph County, Michigan:

Legal Description:

909 E. Chicago Road

COM 20.67 CHS N & 5.438 CHS N 81 DEG. E FROM SW COR SEC 6 T8S R9W TH N 81 DEG. E 1.0972 CHS TH N TO CEN CHI ROAD TH S 81 DEG. 19' W 1.0972 CHS TH S 4.632 CHS TO BEG.

911 E. Chicago Road

COM 20.67 CH N & 6.5352 CHS & 81 DEG. E FROM SW COR SEC 6 TH N 81 DEG. E 1.0972 CH TH N 4.616 CH TO CEN CHI ROAD S 81 DEG. 19' W 1.0972 CHS TH S TO POB.

Comm. Miller joined the meeting.

City Manager Andrew Kuk provided information on the changes to the Employee Handbook. Discussion followed.

Moved by Comm. Miller and seconded by Comm. Smith to approve the Employee Handbook as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on the upcoming North Centerville Road resurfacing project. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Smith to approve Professional Services Agreement Amendment #3 with Fleis and VandenBrink Engineering, Inc. in the amount of thirty-one thousand three hundred dollars (\$31,300.00) for the preliminary design, final design, and bidding services on the N. Centerville Road Project.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on the upcoming US12 resurfacing project. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the contract between the City of Sturgis and MDOT (#24-5389) for the completion of the downtown on-street parking areas and authorize City Manager Andrew Kuk and City Clerk Kenneth Rhodes to sign all necessary documents.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on the upcoming Lafayette Street Utility Extension project. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the bid from Parrish Excavating, Inc. for the E. Lafayette Street Utility Extension project in the amount of six hundred thirty-six thousand, eight hundred three dollars and seventy cents (\$636,803.70).

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve PSA Amendment #4 for construction-phase services in the amount of eighty-nine thousand three hundred dollars (\$89,300.00) with Fleis and VandenBrink Engineering.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve a project contingency budget of \$32,000.00 dollars for the E. Lafayette Street Utility Extension project.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 7:23 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: 1/8/2025 Month: 04

Date	Check#	Vendor	VendorName	Amount
12/18/2024	250841M	06396	PATRIOT RAIL COMPANY LLC	5,500.00
12/27/2024	250842M	00024	STATE OF MICHIGAN - MDOT	19,400.00
12/20/2024	PR0652M	00061	CITY OF STURGIS PAYROLL	370,058.01
12/17/2024	T17291M	00108	STATE OF MICHIGAN	56,482.66
12/31/2024	T17292M	04389	FRONTIER COMMUNICATIONS A	122.06
12/13/2024	T17293M	04088	BLUE CROSS BLUE SHIELD OF MI	47,527.31
12/20/2024	T17294M	00062	CITY OF STURGIS-EMPLOYEE INS	73,227.56
12/20/2024	T17295M	00063	CITY OF STURGIS TAX TRANSFER	20,535.55
12/20/2024	T17296M	00064	INTL CITY MGMT ASSOC RETR CORP	10,495.58
12/20/2024	T17297M	00065	DOYLE MEMBERSHIP TRANSFER	4,236.70
12/20/2024	T17298M	03229	CITY OF STURGIS-WORKERS COMP	3,371.33
12/20/2024	T17299M	05123	COMERICA BANK-INST TRUST SERV	35,899.51
12/20/2024	T17300M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,302.57
12/23/2024	T17301M	04197	MI PUBLIC POWER AGENCY	197,531.65
12/30/2024	T17302M	04197	MI PUBLIC POWER AGENCY	216,536.22
12/31/2024	T17303M	06121	GB SOLAR TE 2020 HOLDINGS LLC	42,067.37
12/26/2024	T17304M	03770	MICHIGAN GAS UTILITIES	228.08
12/26/2024	T17305M	03770	MICHIGAN GAS UTILITIES	192.69
12/26/2024	T17306M	03770	MICHIGAN GAS UTILITIES	50.78
12/26/2024	T17307M	03770	MICHIGAN GAS UTILITIES	1,232.01
12/26/2024	T17308M	03770	MICHIGAN GAS UTILITIES	74.27
12/06/2024	T17309M	04088	BLUE CROSS BLUE SHIELD OF MI	96,856.46
01/04/2025	T17310M	00197	CITY OF STURGIS UTILITIES	19,515.68
01/12/2025	T17311M	00197	CITY OF STURGIS UTILITIES	14,165.79
01/20/2025	T17312M	00197	CITY OF STURGIS UTILITIES	9,961.17
01/01/2025	T17313M	06138	MUTUAL OF OMAHA INSURANCE CO	5,607.73
01/01/2025	T17314M	04088	BLUE CROSS BLUE SHIELD OF MI	23,861.53
12/22/2024	T17315M	03858	FARMERS STATE BANK	7,781.90
01/01/2025	T17316M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
01/01/2025	T17317M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
01/20/2025	T17318M	00197	CITY OF STURGIS UTILITIES	6,786.38
12/11/2024	T17319M	00181	GORDON FOOD SERVICE	565.94
12/19/2024	T17320M	01127	STATE OF MICHIGAN	206.80
01/15/2025	T17321M	04389	FRONTIER COMMUNICATIONS A	604.00
01/13/2025	T17322M	04389	FRONTIER COMMUNICATIONS A	62.20

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 1/8/2025 Month: 04

01/13/2025	T17323M	04389	FRONTIER COMMUNICATIONS A	62.47
01/13/2025	T17324M	04389	FRONTIER COMMUNICATIONS A	586.42
01/13/2025	T17325M	04389	FRONTIER COMMUNICATIONS A	330.92
01/13/2025	T17326M	04389	FRONTIER COMMUNICATIONS A	735.24
01/13/2025	T17327M	04389	FRONTIER COMMUNICATIONS A	26.08
01/11/2025	T17328M	02909	CHARTER COMMUNICATIONS	781.88
01/03/2025	T17329M	03770	MICHIGAN GAS UTILITIES	46.62
01/03/2025	T17330M	03770	MICHIGAN GAS UTILITIES	160.71
01/10/2025	T17331M	03770	MICHIGAN GAS UTILITIES	49.58
01/10/2025	T17332M	03770	MICHIGAN GAS UTILITIES	1,394.85
01/09/2025	T17333M	03770	MICHIGAN GAS UTILITIES	1,195.14
01/01/2025	T17334M	00449	CENTURY BANK & TRUST	6,221.68
01/10/2025	T17335M	04421	AT&T MOBILITY	839.69
01/06/2025	T17336M	04197	MI PUBLIC POWER AGENCY	208,288.21
Manual Total				1,521,703.17
01/08/2025	250843	00066	ACTION QUICK PRINT PLUS	547.75
01/08/2025	250844	05103	BRIDGETTE ALLEY	300.00
01/08/2025	250845	05986	ALPHA BUILDING CENTER-NOTTAWA	85.32
01/08/2025	250846	06502	ALPHA OMEGA UTILITY SERVICES	1,921.00
01/08/2025	250847	06119	AMAZON.COM SALES INC	7,638.33
01/08/2025	250848	05224	ANIXTER INC	396.78
01/08/2025	250849	02292	ASPLUNDH TREE EXPERT CO	8,861.17
01/08/2025	250850	00296	BALEIGH J BRAZO	71.14
01/08/2025	250851	05001	BAUCKHAM THALL SEEBER	2,380.72
01/08/2025	250852	06117	BENITA ANN LEWIS	30.00
01/08/2025	250853	00072	BIRD, SCHESKE, REED & BEEMER,	9,856.23
01/08/2025	250854	02749	HARLAN BLOOD	15.00
01/08/2025	250855	00005	BOGEN CONCRETE INC	983.00
01/08/2025	250856	06447	BWMS TRAINING	540.00
01/08/2025	250857	03343	BYLER ELECTRIC INC	3,708.00
01/08/2025	250858	05125	CANNON TECHNOLOGIES	12,729.60
01/08/2025	250859	03635	CARESOURCE INDIANA	1,808.34
01/08/2025	250860	00364	CAROL DUSTIN	420.00
01/08/2025	250861	06414	CHRISTINA NORTH	3,840.00
01/08/2025	250862	01323	CITY OF COLDWATER	40.00
01/08/2025	250863	00001	CIVICA NORTH AMERICA INC	1,650.00
01/08/2025	250864	06296	CIVICPLUS LLC	1,406.48

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01/08/2025	250865	05825	CONSUMERS ENERGY	310.00
01/08/2025	250866	06325	COTTIN'S HARDWARE	41.39
01/08/2025	250867	06158	CULLIGAN WATER OF STURGIS	43.00
01/08/2025	250868	00296	DESIRAE I COX	10.62
01/08/2025	250869	06244	EMERGENCY VEHICLES PLUS	164.77
01/08/2025	250870	04955	ENVIRO-CLEAN	6,158.00
01/08/2025	250871	05745	ERICA VARGAS SARCO	40.00
01/08/2025	250872	06343	ERIN MELCHI BAKER	60.00
01/08/2025	250873	06223	EUROFINS ENVIRONMENTAL TESTING	1,920.00
01/08/2025	250874	00169	FASTENAL COMPANY	95.23
01/08/2025	250875	05151	FAWN RIVER MECHANICAL LLC	2,074.88
01/08/2025	250876	05490	FERGUSON WATERWORKS #3386	902.18
01/08/2025	250877	00013	FISHBECK	2,500.00
01/08/2025	250878	00776	FLEIS & VANDENBRINK	977.50
01/08/2025	250879	04389	FRONTIER COMMUNICATIONS A	7,445.81
01/08/2025	250880	06468	GANNETT MICHIGAN LOCALiQ	120.03
01/08/2025	250881	02082	GECKO SECURITY LLC	1,920.00
01/08/2025	250882	00183	GRAINGER INC	542.83
01/08/2025	250883	03402	SHARON HUDSON	60.00
01/08/2025	250884	04922	HUTSON ASSESSING INC	5,198.93
01/08/2025	250885	03276	ICEBERG ENTERPRISES LLC	1,400.85
01/08/2025	250886	05809	IMAGE TREND INC	2,985.13
01/08/2025	250887	00041	JACKIE OVERWEG	100.00
01/08/2025	250888	01101	JANENE KOSMAN	100.00
01/08/2025	250889	06199	JANSEN PLUMBING, HEATING &	577.40
01/08/2025	250890	06314	JODIE M JOHNSON	20.00
01/08/2025	250891	06217	JOHN J FLOWERS	140.00
01/08/2025	250892	06482	KENDRICK STATIONERS	85.65
01/08/2025	250893	01615	KENNEDY INDUSTRIES INC.	971.66
01/08/2025	250894	00889	KENTON KELLEY	607.50
01/08/2025	250895	03284	TERRY KOEHL	60.00
01/08/2025	250896	00212	KSS ENTERPRISES	1,330.41
01/08/2025	250897	05385	LAKE AREA VETERINARY GROUP	109.50
01/08/2025	250898	05977	LAKELAND INTERNET LLC	131.94
01/08/2025	250899	00394	LAWSON-FISHER ASSOCIATES PC	3,233.67
01/08/2025	250900	04695	LEXIPOL	1,075.20
01/08/2025	250901	00220	LITHO PRINTERS INC	293.05

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01/08/2025	250902	06464	LRS LLC	1,580.14
01/08/2025	250903	06250	MARANA GROUP	5,945.85
01/08/2025	250904	03095	MARY DRESSER	170.00
01/08/2025	250905	05517	MDS	414.19
01/08/2025	250906	06155	MERCER SEPTIC AND EXCAVATING	160.00
01/08/2025	250907	04238	MICHELE KELLEY	585.00
01/08/2025	250908	02796	STATE OF MICHIGAN	10.00
01/08/2025	250909	02994	STATE OF MICHIGAN	8.35
01/08/2025	250910	05121	MICKEY'S LINEN	104.90
01/08/2025	250911	04702	MILLER JOHNSON ATTORNEYS	1,227.69
01/08/2025	250912	04730	MILLER'S SIGN CO INC	275.00
01/08/2025	250913	00407	MISS DIG SYSTEM INC	3,332.80
01/08/2025	250914	03080	OTIS ELEVATOR COMPANY	2,533.92
01/08/2025	250915	00263	PERRY PERSONNEL PLUS INC	270.00
01/08/2025	250916	00485	POWER LINE SUPPLY	4,083.35
01/08/2025	250917	05468	PVS TECHNOLOGIES INC	2,561.95
01/08/2025	250918	04251	RAI JETS LLC	1,260.00
01/08/2025	250919	00035	RESCO	34,500.00
01/08/2025	250920	05682	ROBERT TAYLOR	30.00
01/08/2025	250921	05765	SELKING INTERNATIONAL	96.72
01/08/2025	250922	00604	ST JOSEPH CO CLERK	10.00
01/08/2025	250923	06605	STATE OF MICHIGAN	180.00
01/08/2025	250924	00296	STELLA J DEKAY	50.20
01/08/2025	250925	04903	STONECO OF MICHIGAN	3,244.71
01/08/2025	250926	03214	STRYKER	1,161.36
01/08/2025	250927	06487	STURGIS ACE HARDWARE	213.60
01/08/2025	250928	01458	STURGIS AREA CHAMBER	1,206.50
01/08/2025	250929	05826	STURGIS GLASS LLC	152.81
01/08/2025	250930	00290	STURGIS HOSPITAL	1,190.00
01/08/2025	250931	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
01/08/2025	250932	05855	STURGIS TROPHY HOUSE	44.00
01/08/2025	250933	06107	TALIA YEOMAN	455.00
01/08/2025	250934	00046	TELE-RAD INC	825.00
01/08/2025	250935	06426	TRACY LIVELY LLC	20.00
01/08/2025	250936	01238	UNITED PARCEL SERVICE	6.12
01/08/2025	250937	03331	UTILITIES INSTRUMENTATION SERV	29,291.00
01/08/2025	250938	00556	VIVIAN VANNEST	60.00

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01/08/2025	250939	00296	VICTOR C HEAL	50.82
01/08/2025	250940	03511	WASTE MANAGEMENT	120.00
01/08/2025	250941	06147	WAYNE DUCARME	280.00
01/08/2025	D02501	00340	AMERICAN SAFETY & FIRST AID	810.48
01/08/2025	D02502	04066	BORDEN WASTE-AWAY SERVICE INC	6,403.19
01/08/2025	D02503	02983	CINTAS LOCATION #351	1,238.29
01/08/2025	D02504	06505	GALLS LLC	372.99
01/08/2025	D02505	00019	KENDALL ELECTRIC INC	701.92
01/08/2025	D02506	03944	LINDE GAS & EQUIPMENT INC	75.03
01/08/2025	D02507	06069	NAPA AUTO PARTS	448.73
01/08/2025	D02508	01411	NCL OF WISCONSIN INC	312.75
01/08/2025	D02509	03091	PRIME QUALITY ELECTRIC LLC	1,803.61
01/08/2025	D02510	06125	THE COPY IMAGE INC	495.00
01/08/2025	D02511	04792	VILLA ENVIRONMENTAL CONSULTANT	200.00
Automatic Total				218,642.29
Grand Total				1,740,345.46

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 12/15/2024
PR0652M PAYROLL DATE 12/20/2024

GENERAL	\$181,744.52
MAJOR STREET	8,088.54
LOCAL STREET	7,727.02
CEMETERY	5,696.45
AIRPORT	549.02
BUILDING	3,613.55
HOUSING DEPARTMENT	0.00
STURGES-YOUNG CENTER FOR THE ARTS	6,017.35
RECREATION	2,943.20
DOYLE RECREATION CENTER	10,648.08
AMBULANCE	15,006.91
ELECTRIC	96,838.85
SEWER	16,763.24
WATER	11,423.31
MOTOR VEHICLE	2,997.97
Payroll Sub-Total	\$370,058.01

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

January 3, 2025
Project No. 210054

Barry Cox, PE
City of Sturgis
130 North Nottawa Street
Sturgis, Michigan 49091-0280

**City of Sturgis – St. Joseph Street Reconstruction
Executed Contract Documents**

On December 16, 2024, we received bids for the referenced project. The two low bids received are:

- | | |
|---------------------------------------|-------------|
| 1. Parrish Excavating, Inc. | \$2,202,327 |
| 2. Concord Excavating & Grading, Inc. | \$2,444,893 |

Fishbeck has reviewed the bids and discussed the project with Andrew Parrish of Parrish Excavating, Inc. We recommend the project be awarded to Parrish Excavating, Inc.

For the ECD process, we will be sending (via email) the following documents for your review.

- This letter
- Bid Tabulation
- Notice of Award

Please execute the Notice of Award and return to Sandie Ross at slross@fishbeck.com when complete. We will continue to work with Parrish Excavating, Inc. in assembling bonds and insurance documents, etc.

If you have any questions or require additional information, please contact me at 616.464.3910 or sklaw@fishbeck.com.

Sincerely,



S. Kent Law Jr., PE
Civil Engineer

Attachments
By email

Bid Item Tracking

Project Name: City of Sturgis St. Joseph Street Reconstruction
 Project Location: Sturgis, Michigan
 Project Number: 210054
 Bid Opening Date: Monday, December 16, 2024
 Time: 4:00 p.m.
 Engineer's Estimate By/Date: 12/13/2024 Kent Law

Bid Tab Information

Checked By/Date:

Item No.	Item Description	Unit	Total Estimated Quantity	ENGINEER'S ESTIMATE		Apparent Low Bid Parrish Excavating, Inc.		2nd Lowest Bid Concord Excavating & Grading, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization (Maximum of 5% of Total Bid)	LS	1	\$113,000.00	\$113,000.00	\$28,898.00	\$28,898.00	\$110,000.00	\$110,000.00
2	Cash Allowance - Non-Hazardous Contaminated Soil Excavation and Removal	Dollars	50,000	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00
3	Cash Allowance - Testing	Dollars	30,000	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00
4	Maintaining Traffic	LS	1	\$20,000.00	\$20,000.00	\$18,800.00	\$18,800.00	\$25,000.00	\$25,000.00
5	Preconstruction Video Documentation	LS	1	\$12,000.00	\$12,000.00	\$1,185.00	\$1,185.00	\$4,500.00	\$4,500.00
6	Flowable Fill	Cyd	15	\$250.00	\$3,750.00	\$954.00	\$14,310.00	\$255.00	\$3,825.00
7	Grading, Roadway	Sta	26	\$4,000.00	\$104,000.00	\$2,575.00	\$66,950.00	\$2,250.00	\$58,500.00
8	Remove, Salvage Hydrant Assembly	Ea	7	\$500.00	\$3,500.00	\$442.00	\$3,094.00	\$675.00	\$4,725.00
9	Remove Concrete Curb and Gutter	Ft	5,500	\$9.00	\$49,500.00	\$5.34	\$29,370.00	\$8.25	\$45,375.00
10	Remove Concrete Sidewalk and Drive Approach	Syd	1,800	\$8.00	\$14,400.00	\$5.61	\$10,098.00	\$9.75	\$17,550.00
11	Remove Pavement, Full Depth	Syd	8,200	\$7.00	\$57,400.00	\$3.23	\$26,486.00	\$7.75	\$63,550.00
12	Remove Sewer Manhole, Valve Chamber, or Catch Basin	Ea	21	\$500.00	\$10,500.00	\$247.00	\$5,187.00	\$750.00	\$15,750.00
13	Remove Tree 4 to 18-inch Diameter	Ea	8	\$1,000.00	\$8,000.00	\$212.00	\$1,696.00	\$1,300.00	\$10,400.00
14	Remove Tree 19 to 36-inch Diameter	Ea	2	\$2,000.00	\$4,000.00	\$1,448.00	\$2,896.00	\$2,500.00	\$5,000.00
15	Remove, Salvage Sign	Ea	40	\$100.00	\$4,000.00	\$57.00	\$2,280.00	\$175.00	\$7,000.00
16	Soil Erosion and Sedimentation Control	LS	1	\$15,000.00	\$15,000.00	\$15,455.00	\$15,455.00	\$7,500.00	\$7,500.00
17	Subgrade Undercutting	CYD	2,450	\$25.00	\$61,250.00	\$32.00	\$78,400.00	\$58.50	\$143,325.00
18	Aggregate Base, 8 inch	Syd	8,500	\$18.00	\$153,000.00	\$13.69	\$116,365.00	\$20.11	\$170,935.00
19	Curb and Gutter, Concrete	Ft	5,400	\$15.00	\$81,000.00	\$24.00	\$129,600.00	\$24.50	\$132,300.00
20	Driveway Approach, Concrete, 6-inch	Sft	5,000	\$5.00	\$25,000.00	\$10.42	\$52,100.00	\$6.50	\$32,500.00
21	Pavement Marking, Polyurea, Railroad Crossing	Ea	2	\$350.00	\$700.00	\$832.00	\$1,664.00	\$800.00	\$1,600.00
22	Pavement Marking, Polyurea, 24-inch, Stop Bar	Ft	100	\$4.00	\$400.00	\$41.65	\$4,165.00	\$17.80	\$1,780.00
23	Pavement, HMA 5EL	Ton	900	\$120.00	\$108,000.00	\$87.98	\$79,182.00	\$93.50	\$84,150.00
24	Pavement, HMA 4EL	Ton	900	\$140.00	\$126,000.00	\$82.77	\$74,493.00	\$88.77	\$79,893.00
25	Pavement, HMA 13A, Hand Patching	Ton	100	\$140.00	\$14,000.00	\$177.00	\$17,700.00	\$170.00	\$17,000.00
26	Restoration, Lawn	Syd	3,000	\$8.00	\$24,000.00	\$21.09	\$63,270.00	\$9.75	\$29,250.00
27	Detectable Warning Surface, ADA	Sft	420	\$8.00	\$3,360.00	\$41.65	\$17,493.00	\$67.00	\$28,140.00
28	Sidewalk Ramp, Concrete, ADA	Sft	2,300	\$8.00	\$18,400.00	\$11.40	\$26,220.00	\$7.25	\$16,675.00
29	Sidewalk, Concrete 4 inch	Sft	10,750	\$4.50	\$48,375.00	\$6.00	\$64,500.00	\$5.77	\$62,027.50
30	Sidewalk, Concrete 6 inch	Sft	2,500	\$5.00	\$12,500.00	\$10.33	\$25,825.00	\$7.30	\$18,250.00
31	Sign, Permanent	LS	1	\$10,000.00	\$10,000.00	\$10,385.00	\$10,385.00	\$225.00	\$225.00
32	Subbase	Cyd	3,000	\$15.00	\$45,000.00	\$18.40	\$55,200.00	\$24.75	\$74,250.00
33	Castings, Manhole, Adjust	Ea	20	\$800.00	\$16,000.00	\$1,125.00	\$22,500.00	\$975.00	\$19,500.00
34	Core and Boot Sewer into Sewer or Manhole, 8-inch	Ea	1	\$500.00	\$500.00	\$6,885.00	\$6,885.00	\$675.00	\$675.00
35	Core and Boot Sewer into Sewer or Manhole, 12-inch	Ea	7	\$300.00	\$2,100.00	\$2,494.00	\$17,458.00	\$875.00	\$6,125.00
36	Bore And Jack, 16-inch Casing including 8-inch (Carrier Pipe)	Ft	165	\$500.00	\$82,500.00	\$934.00	\$154,110.00	\$738.00	\$121,770.00
37	Video Inspection of Sewers	Ft	1,230	\$5.00	\$6,150.00	\$1.50	\$1,845.00	\$6.75	\$8,302.50
38	Curb Stop and Box, 1-inch	Ea	27	\$350.00	\$9,450.00	\$382.00	\$10,314.00	\$1,350.00	\$36,450.00
39	Hydrant	Ea	7	\$2,800.00	\$19,600.00	\$6,893.00	\$48,251.00	\$6,800.00	\$47,600.00
40	Valve and Box, Gate, 4-inch	Ea	1	\$1,600.00	\$1,600.00	\$922.00	\$922.00	\$1,750.00	\$1,750.00
41	Valve and Box, Gate, 6-inch	Ea	7	\$1,800.00	\$12,600.00	\$1,094.00	\$7,658.00	\$1,975.00	\$13,825.00
42	Valve and Box, Gate, 8-inch	Ea	9	\$2,400.00	\$21,600.00	\$1,628.00	\$14,652.00	\$2,575.00	\$23,175.00
43	Valve and Box, Gate, 12-inch	Ea	4	\$3,000.00	\$12,000.00	\$2,969.00	\$11,876.00	\$4,250.00	\$17,000.00
44	Water Main Fitting, 4-inch, DI	Ea	25	\$650.00	\$16,250.00	\$178.00	\$4,450.00	\$575.00	\$14,375.00
45	Water Main Fitting, 6-inch, DI	Ea	15	\$700.00	\$10,500.00	\$676.00	\$10,140.00	\$790.00	\$11,850.00
46	Water Main Fitting, 8-inch, DI	Ea	25	\$900.00	\$22,500.00	\$1,009.00	\$25,225.00	\$890.00	\$22,250.00
47	Water Main Fitting, 12-inch, DI	Ea	17	\$1,200.00	\$20,400.00	\$1,191.00	\$20,247.00	\$1,275.00	\$21,675.00

48	Water Main, 4-inch, DI, CL52	Ft	200	\$80.00	\$16,000.00	\$314.00	\$62,800.00	\$94.00	\$18,800.00
49	Water Main, 6-inch, DI, CL53	Ft	300	\$85.00	\$25,500.00	\$149.00	\$44,700.00	\$92.00	\$27,600.00
50	Water Main, 8-inch, DI CL52	Ft	2,220	\$135.00	\$299,700.00	\$76.00	\$168,720.00	\$110.00	\$244,200.00
51	Water Main, 12-inch, DI CL52	Ft	780	\$155.00	\$120,900.00	\$118.00	\$92,040.00	\$144.00	\$112,320.00
52	Water Service, Open Cut 1-inch	Ft	870	\$185.00	\$160,950.00	\$73.00	\$63,510.00	\$38.50	\$33,495.00
53	Sanitary Manhole, 4-foot diameter	Ea	1	\$3,500.00	\$3,500.00	\$4,048.00	\$4,048.00	\$6,550.00	\$6,550.00
54	Sanitary Service Lead, 6-inch	Ft	150	\$50.00	\$7,500.00	\$79.00	\$11,850.00	\$42.50	\$6,375.00
55	Sanitary Sewer, 8-inch, PVC SDR 26	Ft	330	\$100.00	\$33,000.00	\$90.50	\$29,865.00	\$98.50	\$32,505.00
56	Sanitary Wye or Tee, 8-inch	Ea	6	\$500.00	\$3,000.00	\$160.00	\$960.00	\$875.00	\$5,250.00
57	Catch Basin, 4-foot diameter	Ea	7	\$3,200.00	\$22,400.00	\$4,784.00	\$33,488.00	\$5,800.00	\$40,600.00
58	Catch Basin, 2-foot diameter	Ea	13	\$2,200.00	\$28,600.00	\$3,550.00	\$46,150.00	\$2,500.00	\$32,500.00
59	Storm Manhole, 4-foot diameter	Ea	5	\$5,000.00	\$25,000.00	\$4,400.00	\$22,000.00	\$6,200.00	\$31,000.00
60	Storm Sewer, 12-inch, C-76, Class III	Ft	900	\$75.00	\$67,500.00	\$77.00	\$69,300.00	\$74.50	\$67,050.00
61	*Storm Sewer Lateral, 6-inch, PVC SDR26	Ft	50	\$20.00	\$1,000.00	\$133.00	\$6,650.00	\$65.00	\$3,250.00
62	Cash Allowance - Site Monitoring for Settlement	Dollars	10,000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
63	Remove Structure (Cistern)	Ea	1	\$2,000.00	\$2,000.00	\$3,232.00	\$3,232.00	\$2,800.00	\$2,800.00
64	Aggregate Surface Course	Cyd	4	\$50.00	\$200.00	\$100.00	\$400.00	\$75.00	\$300.00
65	Sanitary Service Identification and Relocation	Ea	6	\$2,500.00	\$15,000.00	\$469.00	\$2,814.00	\$500.00	\$3,000.00
66	Cash Allowance - Railroad Flagging	Dollars	50,000	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00
	Construction Cost Subtotal (calculated)				\$2,375,535.00		\$2,202,327.00		\$2,444,893.00
	As-Read (from submitted bid) as \$13 unit price. Corrected to \$133 for a total of \$6,650.00						2,196,327.00		\$2,444,893.00
	Contingency	12%			\$285,064.20				
	Total Construction Cost				\$2,660,599.20				

January 3, 2025
Project No. 210054

Barry Cox, PE
City of Sturgis
130 N Nottawa Street
Sturgis, MI 49091

Proposal for Professional Construction Phase Services for the City of Sturgis Reconstruction of St. Joseph Street

Fishbeck is pleased to submit this proposal to the City of Sturgis (City) for Professional Construction Phase Services for road and utility improvements associated with the Reconstruction of St. Joseph Street project.

Scope of Services

- Full-time onsite Inspection: (52 hours/week for 25 weeks and 50 hours/week for 2 weeks for start-up, close out, and punch list)
 - General onsite construction coordination with general contractor, subcontractors, various City departments, private utility companies, and private property owners. (Total hours assume part time Saturday work for half of the project)
 - Attend preconstruction, progress, and public meetings.
 - Verify that construction proceeds on schedule and by approved drawings, specifications, and permits.
 - Identify potential conflicts, development alternative solutions, and review with inspection supervisor and engineer.
 - Complete record drawing measurements of all underground pipe installations, including alignment, grade, size, and structure location.
 - Review all construction staking, inspection of line, and grade of curb and gutter prior to placement.
 - Review density and materials testing results daily.
 - Ensure all maintenance of utility services, traffic control, and access requirements are met at all times.
 - Complete Inspector's Daily Reports.
 - Provide red-line as-built drawings to be drafted by the engineer.
 - Compile, inspect, and document completion of Contractor punch list.
- Inspection Supervision: (approx. 5.5 hours/week for 27 weeks)
 - Provide contract administration services.
 - Lead the preconstruction meeting, monthly progress meetings, and public information meetings; issue the meeting minutes.
 - Oversee onsite inspector.
 - Complete change orders and pay applications.
 - Take measures necessary to ensure project schedule and quality of work.
 - Assist onsite inspector with conflict resolution.
 - Review change orders and payment applications.
 - Communicate regularly with the City Engineer's office as to project progress.

- Provide supplemental onsite inspection.
- Attend project substantial completion walk-through and assist with punch list completion.
- Office Engineering: (approx. 8 hours/week for 27 weeks)
 - Attend monthly progress meetings when necessary.
 - Review shop drawings, material literature, and requests for information (RFI's).
 - Review change orders and payment applications.
 - Communicate regularly with the construction supervisor, onsite inspector, and the City; assist in addressing issues that arise.
 - Address design related conflicts and provide solutions.
 - Draft final record drawings in AutoCAD®; Electronic copy to the City.
- Office Technician: (6 hours/week for 27 weeks)
 - Provide contract administration services.
 - Generate Pay Estimates and Contract Modification for project and route for approval.
- Construction Staking:
 - Underground utilities.
 - HMA pavement
 - Curb and gutter, ADA ramp, sidewalk, and road profile.

Professional Services Fees

Our proposed not-to-exceed fee for the services described above is Two Hundred Ninety Five Thousand Seven Hundred dollars (\$295,700) (\$279,495 for labor and \$16,205 for expenses). See the attached spreadsheet for breakdown of tasks and hours.

Authorization

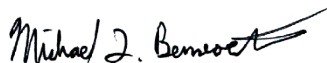
Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to Sandra L. Ross (slross@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3910 or sklaw@fishbeck.com.

Sincerely,



S. Kent Law Jr., PE
Civil Engineer



Mike Berrevoets, PE
Vice President/Senior Civil Engineer

Attachments
By email

Copy: Fishbeck – Jeremy Kramer

Professional Services Agreement

PROJECT NAME: City of Sturgis Reconstruction of St. Joseph Street – Construction Phase
PROJECT LOCATION: City of Sturgis
FISHBECK CONTACT: S. Kent Law Jr., PE
CLIENT CONTACT: Barry Cox, PE
CLIENT: City of Sturgis, 130 N Nottawa Street, Sturgis, MI 49091

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional Construction Phase Services for road and utility improvements associated with the Reconstruction of St. Joseph Street project.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: January 3, 2025
- ☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates Plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: Not-to-Exceed Fee of Three Hundred Seventeen Thousand Two Hundred Thirty-Six dollars (\$317,236) (\$300,994 for labor and \$16,242 for expenses).

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Sturgis

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Michael L. Berrevoets, PE

Vice President

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

Reconstruction of St. Joseph Street
Proposed Not-to-Exceed Construction Phase Services Proposal
January 3, 2025

	Senior Engineer (Inspection Supervisor)	Engineer	Staff Engineer (Inspector)	Senior Survey	Technician (Office Technician)	Office Support	Total Hours	Amount	Expenses	Sub Consultants, Fees, Mylars, Allowances	Total Proposed Fee
	\$192	\$143	\$129	\$136	\$96	\$106					
Contract Administration	8	30	(incl. below)	0	40	4	82	\$10,090	\$0	\$0	\$10,090
Preconstruction Meeting	0	8	(incl. below)	0	0	4	12	\$1,568	\$200	\$0	\$1,768
Progress Meetings	0	8	(incl. below)	0	0	12	20	\$2,416	\$123	\$0	\$2,539
Review Submittals	0	15	(incl. below)	0	0	0	15	\$2,145	\$0	\$0	\$2,145
Address RFIs and Resolve Issues	6	20	(incl. below)	0	22	10	58	\$7,184	\$0	\$0	\$7,184
Site Visits	(incl. below)	24	(incl. below)	0	0	0	24	\$3,432	\$500	\$0	\$3,932
Review Soils and Materials Testing	0	4	(incl. below)	0	0	0	4	\$572	\$0	\$0	\$572
Review Change Requests and Prepare Change Orders	8	8	(incl. below)	0	50	0	66	\$7,480	\$0	\$0	\$7,480
Review Payment Applications	8	8	(incl. below)	0	50	7	73	\$8,222	\$0	\$0	\$8,222
Prepare Asbuilt Drawings	0	70	(incl. below)	0	0	8	78	\$10,858	\$0	\$0	\$10,858
	30	195	0	0	162	45	432		\$823	CE Subtotal =	\$54,790
Onsite Construction Inspection and Supervision (Fishbeck)	149	0	1400	0	0	0	1549	\$209,208	\$12,702	\$0	\$221,910
Construction Staking (Fishbeck)		0	0	120	0	0	120	\$16,320	\$2,680	\$0	\$19,000
	149	0	1400	120	0	0	1669		\$15,382	Inspection Subtotal =	\$240,910
										Total Not-to-Exceed Fee =	\$295,700

Total Fishbeck Labor = \$279,495

Total Expenses = \$16,205

For your information: Cash Allowance for testing include in contractors Bid Price

St. Joseph Street Reconstruction and Utilities

		590 Wastewater	591 Water	204 St. & Sidewalk Improvement	TOTAL	
Prior FY Costs						Notes
PROJECT COSTS						
Design Engineering	Approved 12/21/20			\$ 118,490.00	\$ 118,490.00	Fishbeck
Design Engineering	Staff approved 2024			\$ 13,200.00	\$ 13,200.00	Fee Adjustment for updating project to bid.
TOTAL Prior FY Costs		\$ -	\$ -	\$ 131,690.00	\$ 131,690.00	
FY 2024-2025						Notes
BUDGETED FUNDS						
St. Joseph from N. Centerville to Nottawa		\$ 70,000.00	\$ 1,670,000.00	\$ 1,200,000.00	\$ 2,940,000.00	Budgeted amount
TOTAL BUDGETED FUNDS		\$70,000.00	\$1,670,000.00	\$1,200,000.00	\$ 2,940,000.00	
PROJECT COSTS		3.18% of Total	47.6% of Total	49.22% of Total		
Construction Award	Recommended 1/8/25	\$ 70,031.14	\$ 1,048,264.81	\$ 1,083,941.05	\$ 2,202,237.00	Parrish Excavating, Inc. - Low Bid
Contingency Budget	Recommended 1/8/25	\$ 6,996.00	\$ 104,720.00	\$ 108,284.00	\$ 220,000.00	~ 10% of Construction Award
Construction Phase Engineering	Recommended 1/8/25	\$ 9,403.26	\$ 140,753.20	\$ 145,543.54	\$ 295,700.00	Fishbeck
TOTAL FY 2024-2025		\$ 86,430.40	\$ 1,293,738.01	\$ 1,337,768.59	\$ 2,717,937.00	
OVER (UNDER) BUDGET		\$ 16,430.40	\$ (376,261.99)	\$ 137,768.59		