



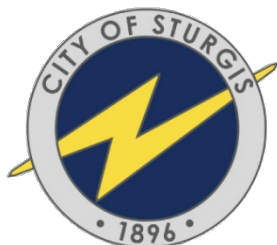
AGENDA
CITY COMMISSION MEETING
WEDNESDAY, JANUARY 22, 2025
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

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 January 8, 2025 regular meeting as presented.
 - B. Pay Bills
 - **AUTHORIZE** the payment of the City bills in the amount of \$1,557,233.49 as presented.
 - C. Match on Main Participation
 - **APPROVE** participation in the Match on Main program for 2025.
 - D. Board Resignations
 - **ACCEPT** the resignations of Cathi Abbs, Paul Martin, and Liz Whitehead from the Sturges-Young Center of the Arts Board and **SEND** letters of recognition for their service.
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. Set Public Hearings for E. Jerolene Street Sidewalk Assessments – Barry Cox
 - B. Set Public Hearing for Vacating a Portion of N. Fourth Street – Barry Cox
 - C. N. Clay St. & N. Park Street Lead Service Line Replacement Award – Barry Cox
 - D. Solar Easements – William Prichard
 - E. Elected Officials Compensation Commission Recommendations – Kenneth Rhodes
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

Manager's Report

JANUARY 22, 2025



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Andrew Kuk
City Manager

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for January 22, 2025 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the January 8, 2025 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,557,233.49 as presented.

8C. Match on Main Participation

As a participant in the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Communities (RRC) program, the City of Sturgis is eligible to participate in the Match on Main grant program for downtown businesses. Match on Main is a reimbursement grant program that serves as a tool to support new or expanding place-based businesses. It provides up to \$25,000 in funding to support an eligible small business through an application submitted, administered, and managed by the City or downtown development authority (DDA) where the business is located.

The City or DDA serves as the "eligible applicant" to the Match on Main Grant, selecting a maximum of two applications submitted per funding round to send to the MEDC. Businesses must be located in their traditional downtown or other eligible business district to be eligible. The costs applied

for must also meet certain eligibility criteria. Businesses can apply for grants up to \$25,000.00, but must provide a 10% match for the funds. The MEDC provides a scoring matrix for organizations to use when selecting applicant businesses as well as a local business worksheet that serves as the basis of the application. Once the City or DDA selects and sends in its application(s), the MEDC makes a funding decision from among all the applications sent in across the State.

The City and DDA participated in previous rounds of the Match on Main program, and My Freakin' Pizza was awarded a grant by the MEDC for their store buildout. The next round of Match of Main grant applications is due in April, and the DDA is looking to open our local application process in February.

For past rounds, the City and DDA established a five-member review committee that would included one staff member, two City Commissioners, and two DDA Board members. The City Commissioners currently sitting on this review board are Commissioner Smith and Vice Mayor Bir.

Staff is recommending the City continue participation in the Match on Main Program for 2025.

Consent Agenda Motion:

APPROVE participation in the Match on Main program for 2025.

8D. Board Resignations

Cathi Abbs, Paul Martin, and Liz Whitehead submitted their resignation from the Sturges-Young Center of the Arts Board. There was an existing vacancy, so the Board was able to review some applications at their recent meeting. New members should be able to be appointed at the next City Commission meeting, which is prior to the next SYCA Board meeting.

Consent Agenda Motion:

ACCEPT the resignations of Cathi Abbs, Paul Martin, and Liz Whitehead from the Sturges-Young Center of the Arts Board and SEND letters of recognition for their service.

10. New Business

A. Set Public Hearings for E. Jerolene Street Sidewalk Assessments

Staff: Barry Cox

Sidewalk repairs and new sidewalk construction was completed along E. Jerolene Street during the 2020 construction season. At the time, the City Commission established two assessment Districts; Assessment District #2020-02, which covered the New Sidewalk and Assessment District #2020-03 which covered sidewalk repair. Both were established at the March 11, 2020 City Commission meeting.

Staff is now ready to set Public Hearings of assessment, spreading the actual costs of the sidewalk construction and repair to the two districts. Staff is recommending these Public Hearings be set for the February 26th City Commission meeting. A letter will be sent to each property owner in the assessment district notifying them of the Public Hearing and the proposed final cost.

Proposed Motion:

Move that the Sturgis City Commission SET/NOT SET a Public Hearing of Assessment for the E. Jerolene Street New Sidewalk Assessment District #2020-02 for the February 26, 2025 City Commission meeting.

Proposed Motion:

Move that the Sturgis City Commission SET/NOT SET a Public Hearing of Assessment for the E. Jerolene Street Sidewalk Repair Assessment District #2020-03 for the February 26, 2025 City Commission meeting.

Staff Recommendation:

SET and SET

10. New Business

B. Set Public Hearing for Vacating a Portion of N. Fourth Street

Staff: Barry Cox

The property owner at 307 E. Main Street requested the vacation of N. Fourth Street between E. Main Street and the Michigan Southern Railroad in August 2024. The request was made after the owner built a new fence at their address and discovered the fence and existing garage were encroaching approximately 4 feet into the public right of way.

After a review of utilities in the area, a discussion with the owner of 401 E. Main Street, and a discussion with the City Attorney, staff is recommending the City Commission vacate the west 10 feet of the public right of way while establishing an easement for public utilities and retain the rest of public right of way. The City has no underground utilities on this section of right of way, however, Michigan Gas Utilities has an anode grounding wire running between E. Main and the railroad and requested the easement be maintained.

In your packet is an Exhibit showing the area to be vacated and a resolution to vacate a portion of the N. Fourth Street right of way. The partial vacation of the right of way will allow the property owner to maintain his garage and fence while preserving City access to this area and potential future use of the right of way. While other options, including a full vacation of the right of way, were discussed, ultimately this option best serves all the parties involved.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the resolution to vacate a portion of N. Fourth Street, as presented and SET/NOT SET a public hearing for the February 26, 2025 City Commission meeting.

Staff Recommendation:

APPROVE and SET

Information Included in Packet:

1. Resolution 1.22.25
2. N. Fourth Vacation Exhibit
3. Owner Vacate Request

10. New Business

C. N. Clay St. & N. Park Street Lead Service Line Replacement Award

Staff: Barry Cox

Included in the budget for FY 2024-2025 is the N. Clay and N. Park Street Lead Service Line Replacement project. The project eliminates 1,660 feet of 4-inch cast iron water main and replaces 25 lead service lines. New copper water services will be installed and connected to existing larger, parallel water mains that run along each street. Elimination of the undersized 4-inch water mains removes future maintenance costs associated with having multiple water mains in these areas.

On Monday, January 13, 2025, the City received bids for the project. A bid summary and award recommendation letter of recommendation is included in your packet. Three bids were received. The low bidder was Parrish Excavating, Inc. from Quincy, Michigan in the amount of \$349,923.00.

The project was budgeted at \$575,000.00 in the FY 2024-2025 Capital budget of the Water fund. A budget and costs spreadsheet for the project is included in your packet.

Fishbeck, Inc. has provided a Proposal for Professional Services for construction engineering and on-site inspection for the project in the amount of \$60,564.00. As part of this proposal, Fishbeck will provide an onsite resident project representative during construction, schedule any progress meetings, prepare contractor pay estimates and contract modifications, maintain project files, provide recordkeeping of construction activities, and address resident complaints during construction.

A construction contingency budget of \$35,000.00, or 10% of the construction cost is requested for the project.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid from Parrish Excavating, Inc. for the N. Clay & N. Park Street Lead Service Line Replacement Project in the amount of three hundred and forty-nine thousand, nine hundred and twenty-three dollars (\$349,923.00) 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 N. Clay and N. Park Street Lead Service Line Replacement Project in the amount of sixty thousand, five hundred and sixty-four dollars (\$60,564.00) as presented.

Proposed Motion

Move that the Sturgis City Commission APPROVE/DENY a contingency budget for the N. Clay and N. Park Street Lead Service Line Replacement Project in the amount of thirty-five thousand dollars (\$35,000.00).

Staff Recommendation:

APPROVE, AUTHORIZE, APPROVE, APPROVE

Information Included in Packet:

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

10. New Business

D. Solar Easements

Staff: William Prichard

In 2019, the Planning Commission approved a special land use for a large solar energy project located on Bogen Road near South Centerville Road. The project became operational in 2021. As part of the special land use approval, the project required easements to be established to ensure access and utility connections for the solar facilities. There are three parcels affected by the easements. The northern property, 823 W. Bogen Road, and the southern property, 354 W. Bogen Road, both will have an access easement and an easement for the equipment and maintenance of City-owned equipment. There is a commercial property that fronts on S. Centerville Road, 2730 S. Centerville Road, which will need an existing easement to be vacated and a new easement agreement to be executed. Details of the easements are below.

823 W. Bogen Road, Northern Solar Property:

- **Access Easement:** Provides ingress and egress to the northern solar property. This easement is variable width as it utilizes the existing driveways throughout the site.
- **Electric Easement:** Provides a 20-foot-wide easement area for overhead and underground electric equipment. Ensures the placement and maintenance of necessary infrastructure for the solar project.

354 W. Bogen Road, Southern Solar Property:

- **Access Easement:** Provides ingress and egress to the southern solar property. This is another variable width easement which utilizes the existing driveways throughout the site.
- **Electric Easement:** Provides a 20-foot-wide easement for overhead and underground electric equipment. Ensures the placement and maintenance of necessary infrastructure for the solar project.

2730 S. Centerville Road, Commercial Property:

- **Access Easement:** Provides ingress and egress across this property. This is a 20-foot-wide easement.
- **Electric Easement:** Provides a 20-foot-wide easement for overhead and underground electric equipment. Ensures the placement and maintenance of necessary infrastructure for future projects.
- **Relocation of Existing Easement:** The existing easement will be terminated and released and then a new easement must be put in place that is located further south. This relocation allows equipment and utilities to be routed to the west towards S. Centerville Road.

The establishment of these easements fulfills the conditions of the special land use approval and facilitates the necessary access and utility infrastructure for the solar project. The relocation of the existing southern property easement also aligns with the City's commitment to support the project and its operational requirements.

With the approval of these easements, the Community Development Department will be able to close out the permit for this project, marking the completion of all requirements associated with the special land use approval.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the utility and access easement document with GB Landco, LLC for parcel 052-777-450-00 and 052-777-451-00 as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the utility and access easement document with Electric City Holdings, LLC for parcel 052-777-452-00 as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the termination and release of easement dated April 3, 1966 found at Liber 322, pages 497-499 on record at the St. Joseph County Register of Deeds as presented.

Staff Recommendation:

APPROVE, APPROVE, and APPROVE

Information Included in Packet:

1. Easement documents with exhibit for the northern solar property, parcel 052-777-450-00
2. Easement documents with exhibit for southern solar property, parcel 052-777-451-00
3. Easement documents with exhibit for commercial property, parcel 052-777-452-00
4. Termination and release of easement

10. New Business

E. Elected Officials Compensation Commission Recommendations

Staff: Kenneth Rhodes

In accordance with section 117.5c of The Home Rule City Act 279 of 1909, the Elected Officials Compensation Commission (EOCC) met on January 16, 2025 to review the current City Commission compensation and make a recommendation for any changes.

The City Clerk/Treasurer presented the EOCC with comparison data for Mayor and Commissioner compensation from 43 Michigan communities. Following discussion, the EOCC moved to adjust the pay of the Mayor from \$3,400.00 per year to \$4,600.00 per year and to adjust the pay for Commissioners from \$2,750.00 per year to \$3,700.00 per year. A copy of the minutes from the meeting are included in your packet.

Following a review and determination by the EOCC, the issue must be placed before the City Commission within thirty (30) days of being presented to the City Clerk by the Elected Officials Compensation Commission or else it automatically becomes effective, according to section 117.5c(b). In order for the new compensation rates NOT to become effective, the City Commission must have a 2/3rds majority reject the determination. If the Commission takes no action, the approved increases will go into effect.

Proposed Motion:

Move that the Sturgis City Commission ACCEPT/REJECT the determination of the Elected Officials Compensation Commission.

Information Included in Packet:

1. Elected Officials Compensation Commission Minutes 01-16-25

Noteworthy Meetings / Events

- Parks, Recreation and Doyle Board Meeting | January 6th
- Cemetery Board Meeting | January 6th
- SIA Meeting | January 7th
- DDA Meeting | January 8th
- Township Supervisor Meeting | January 8th
- Sturgis Public School/City of Sturgis Annual Projects Meeting | January 9th
- Exchange Club Presentation | January 16th
- St. Joseph County Brownfield Redevelopment Authority Meeting | January 16th
- DDA Design Committee Meeting | January 17th

Upcoming Events

- Winter Blues | Downtown | 5:30pm-9pm | January 17th
- Cushman & Wakefield/Clark Logic Open House | 990 Haines Blvd. | 11am-1pm | January 23rd
- SYCA Cinema Series – Big Trouble in Little China | 7pm | January 23rd
- Ribbon Cutting | Gina's Healing Hands Day Spa | 12pm | January 24th
- Doyle Inflatable Day | 9am-1pm | February 7th
- Ladies Night Out | Downtown | 5:30pm-9pm | February 7th
- SYCA First Fridays Karaoke | 8pm | February 7th
- SYCA Cinema Circle – Grease | 7pm | February 13th
- Water Street Dance | SYCA | 7:30pm | February 15th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, JANUARY 8, 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. Moyer.

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

Commissioners absent: None

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

City Controller Holly Keyser provided details on the quarterly financials. Discussion followed.

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

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Smith and seconded by Comm. Abbs to approve the Consent Agenda of January 8, 2025 as presented.

8A. 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.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided details on the bids related to the St. Joseph Street reconstruction project. Discussion followed.

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

Voting yea: Nine

Voting nay: None

MOTION CARRIED

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

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve a contingency budget of two hundred and twenty thousand dollars (\$220,000.00) for the St. Joseph Street Reconstruction Project

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Miller and seconded by Comm. Mullins to go into Closed Session to discuss the potential purchase of property.

Voting yea: Mullins, Boring, Moyer, Smith, Harrington, Abbs, Miller, Bir, Perez

Voting nay: None

MOTION CARRIED

Meeting recessed at 6:45 p.m.

Meeting reconvened at 6:55 p.m.

Moved by Comm. Miller and seconded by Comm. Smith to approve the land lease agreement with Hibbard farms as presented and grant the City Manager and City Attorney the ability to refine certain provisions.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 6:57 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: 1/22/2025 Month: 04

Date	Check#	Vendor	VendorName	Amount
01/03/2025	PR0653M	00061	CITY OF STURGIS PAYROLL	343,852.71
12/27/2024	T17337M	03245	IMPERIAL BEVERAGE	344.80
01/09/2025	T17338M	03770	MICHIGAN GAS UTILITIES	211.88
01/03/2025	T17339M	00062	CITY OF STURGIS-EMPLOYEE INS	73,439.11
01/03/2025	T17340M	00063	CITY OF STURGIS TAX TRANSFER	18,353.77
01/03/2025	T17341M	00064	INTL CITY MGMT ASSOC RETR CORP	10,323.40
01/03/2025	T17342M	00065	DOYLE MEMBERSHIP TRANSFER	2,838.22
01/03/2025	T17343M	03229	CITY OF STURGIS-WORKERS COMP	3,274.02
01/03/2025	T17344M	05123	COMERICA BANK-INST TRUST SERV	35,377.11
01/03/2025	T17345M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,224.36
01/03/2025	T17346M	06190	HEALTH EQUITY/HSA PR TRANSFER	108,000.00
01/03/2025	T17347M	06208	HEALTH EQUITY/FSA TRANSFER	1,400.00
01/21/2025	T17348M	04389	FRONTIER COMMUNICATIONS A	259.25
01/21/2025	T17349M	04389	FRONTIER COMMUNICATIONS A	57.53
01/12/2025	T17350M	00512	CAMOCO FUEL SYSTEM	14,301.72
12/27/2024	T17351M	04088	BLUE CROSS BLUE SHIELD OF MI	100,532.44
01/03/2025	T17352M	04088	BLUE CROSS BLUE SHIELD OF MI	58,118.27
01/22/2025	T17353M	03770	MICHIGAN GAS UTILITIES	771.14
01/22/2025	T17354M	03770	MICHIGAN GAS UTILITIES	3,010.68
01/22/2025	T17355M	03770	MICHIGAN GAS UTILITIES	2,084.09
01/22/2025	T17356M	03770	MICHIGAN GAS UTILITIES	127.16
01/22/2025	T17357M	03770	MICHIGAN GAS UTILITIES	345.45
01/01/2025	T17358M	06290	MEDPRO WASTE DISPOSAL LLC	27.56
01/09/2025	T17359M	06093	PEPSI BEVERAGES COMPANY	245.98
01/13/2025	T17360M	04197	MI PUBLIC POWER AGENCY	229,897.31
01/10/2025	T17361M	04088	BLUE CROSS BLUE SHIELD OF MI	49,174.24
01/27/2025	T17362M	04389	FRONTIER COMMUNICATIONS A	841.12
01/10/2025	T17363M	06121	GB SOLAR TE 2020 HOLDINGS LLC	26,966.76
01/25/2025	T17364M	04197	MI PUBLIC POWER AGENCY	26,110.65
01/28/2025	T17365M	03770	MICHIGAN GAS UTILITIES	130.50
01/28/2025	T17366M	03770	MICHIGAN GAS UTILITIES	1,679.01
01/28/2025	T17367M	03770	MICHIGAN GAS UTILITIES	361.96
01/27/2025	T17368M	03770	MICHIGAN GAS UTILITIES	856.63
01/28/2025	T17369M	03770	MICHIGAN GAS UTILITIES	97.29
01/13/2025	T17370M	00108	STATE OF MICHIGAN	57,328.78

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 1/22/2025 Month: 04

01/22/2025	T17371M	03858	FARMERS STATE BANK	7,781.90
01/12/2025	T17372M	00449	CENTURY BANK & TRUST	3,402.13
01/09/2025	T17373M	00181	GORDON FOOD SERVICE	433.22
01/21/2025	T17374M	03173	FIFTH THIRD BANK	21,928.54
Manual Total				1,207,510.69
01/22/2025	250942	00110	A & K PRINTING & POOLS	435.00
01/22/2025	250943	00066	ACTION QUICK PRINT PLUS	137.70
01/22/2025	250944	00332	ALEXANDER CHEMICAL CORP	24.00
01/22/2025	250945	06119	AMAZON.COM SALES INC	4,396.32
01/22/2025	250946	06318	AMBULANCE BILLING NETWORK LLC	1,638.58
01/22/2025	250947	05506	AMERITRUST GROUP	1,010.00
01/22/2025	250948	06141	AMY SWETCOFF	150.00
01/22/2025	250949	04696	APX INC - 9551	2,616.60
01/22/2025	250950	00624	AQUA BLAST CARWASH SYSTEMS INC	224.00
01/22/2025	250951	02292	ASPLUNDH TREE EXPERT CO	21,380.41
01/22/2025	250952	05656	AXON ENTERPRISE INC	8,910.83
01/22/2025	250953	04776	BARONE HARDWARE & AUTO	37.98
01/22/2025	250954	06117	BENITA ANN LEWIS	30.00
01/22/2025	250955	00608	BETH SHARTZER	360.00
01/22/2025	250956	06603	BLADES GROUP LLC	1,488.00
01/22/2025	250957	06585	BOFA INC	225.23
01/22/2025	250958	00005	BOGEN CONCRETE INC	2,528.00
01/22/2025	250959	00006	BOLAND TIRE INC	4,889.32
01/22/2025	250960	03327	BOUND TREE MEDICAL LLC	1,062.10
01/22/2025	250961	06474	BROWN EQUIPMENT COMPANY	1,762.22
01/22/2025	250962	05125	CANNON TECHNOLOGIES	31,597.28
01/22/2025	250963	00364	CAROL DUSTIN	240.00
01/22/2025	250964	01323	CITY OF COLDWATER	220.00
01/22/2025	250965	05951	CONSTANTINE FLOORING CENTER	2,047.99
01/22/2025	250966	06325	COTTIN'S HARDWARE	232.64
01/22/2025	250967	06158	CULLIGAN WATER OF STURGIS	111.00
01/22/2025	250968	00160	DURY OIL CO	76.00
01/22/2025	250969	06361	ECOLAYERS INC	775.00
01/22/2025	250970	06607	EL TACO LOCO MEXICAN TAQUERIA	563.65
01/22/2025	250971	01206	ENDRESS + HAUSER INC	784.72
01/22/2025	250972	06533	ENTERPRISE FM TRUST	7,063.09
01/22/2025	250973	06230	ERGOTECH CONTROLS INC	426.00

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 1/22/2025 Month: 04

01/22/2025	250974	05745	ERICA VARGAS SARCO	40.00
01/22/2025	250975	04863	EVOQUA WATER TECHNOLOGIES	248.54
01/22/2025	250976	05434	F & F GRINDING SERVICE	106.00
01/22/2025	250977	00296	FAITH A RYAN	70.47
01/22/2025	250978	00169	FASTENAL COMPANY	262.52
01/22/2025	250979	05151	FAWN RIVER MECHANICAL LLC	1,450.50
01/22/2025	250980	01204	FERGUSON DBA POLLARDWATER	1,433.81
01/22/2025	250981	05490	FERGUSON WATERWORKS #3386	103.23
01/22/2025	250982	00013	FISHBECK	19,916.39
01/22/2025	250983	00776	FLEIS & VANDENBRINK	16,250.00
01/22/2025	250984	06287	FOCAL POINT STUDIOS	6,000.00
01/22/2025	250985	06443	FOXIT SOFTWARE INC	106.64
01/22/2025	250986	04389	FRONTIER COMMUNICATIONS A	144.40
01/22/2025	250987	01403	GEORGE EARL	20.00
01/22/2025	250988	06590	GEORGE EBERT	50.00
01/22/2025	250989	00183	GRAINGER INC	795.78
01/22/2025	250990	05586	MARY M HAYLETT	25.00
01/22/2025	250991	05349	HEATHER SWINSICK	2,157.08
01/22/2025	250992	05171	STUART C IRBY CO	1,530.00
01/22/2025	250993	01101	JANENE KOSMAN	40.00
01/22/2025	250994	04268	JGM VALVE CORP	6,535.22
01/22/2025	250995	06314	JODIE M JOHNSON	40.00
01/22/2025	250996	06217	JOHN J FLOWERS	20.00
01/22/2025	250997	06482	KENDRICK STATIONERS	462.99
01/22/2025	250998	00581	KRONTZ GENERAL MACHINE & TOOL	320.00
01/22/2025	250999	00394	LAWSON-FISHER ASSOCIATES PC	3,658.19
01/22/2025	251000	03684	LEXISNEXIS RISK SOLUTIONS	200.00
01/22/2025	251001	00220	LITHO PRINTERS INC	155.35
01/22/2025	251002	00296	LOETZ SIEGFRIED	50.00
01/22/2025	251003	06250	MARANA GROUP	2,593.50
01/22/2025	251004	03095	MARY DRESSER	55.00
01/22/2025	251005	00585	MI ASSOC OF CHIEFS OF POLICE	700.00
01/22/2025	251006	00834	MI ASSOC OF MUNICIPAL CLERKS	775.00
01/22/2025	251007	00296	MICHAEL J PESTI JR	35.11
01/22/2025	251008	03774	STATE OF MICHIGAN	30.00
01/22/2025	251009	03774	STATE OF MICHIGAN	86.50
01/22/2025	251010	06397	MICHIGAN SOUTHERN RAILROAD	30,549.89

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 1/22/2025 Month: 04

01/22/2025	251011	00505	STATE OF MICHIGAN	3,918.64
01/22/2025	251012	05121	MICKEY'S LINEN	312.91
01/22/2025	251013	00238	MIDWEST COMMUNICATION SERVICES	6,686.00
01/22/2025	251014	04702	MILLER JOHNSON ATTORNEYS	1,569.75
01/22/2025	251015	05051	MILSOFT UTILITY SOLUTIONS	506.56
01/22/2025	251016	06575	MUSIC EXPRESS	700.00
01/22/2025	251017	00847	MWEA	320.00
01/22/2025	251018	00593	NEWKIRK ELECTRIC ASSOCIATES	57,032.15
01/22/2025	251019	05677	NORTH BREATHING AIR LLC	180.00
01/22/2025	251020	06491	ONLINE INFORMATION SERVICES	66.19
01/22/2025	251021	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,888.00
01/22/2025	251022	00485	POWER LINE SUPPLY	7,018.00
01/22/2025	251023	04481	PROF SPORTS SPECIFIC TRAINING	180.00
01/22/2025	251024	05739	RENEWABLE WORLD ENERGIES LLC	3,999.92
01/22/2025	251025	00035	RESCO	33,975.28
01/22/2025	251026	06521	RICKETT'S LAWN CARE	1,478.00
01/22/2025	251027	00296	SADIE WIRTH	53.02
01/22/2025	251028	05765	SELKING INTERNATIONAL	158.22
01/22/2025	251029	06239	SESAC LLC	206.00
01/22/2025	251030	00296	SHAWNA M SCHOONOVER	24.68
01/22/2025	251031	06483	SONIT SYSTEMS LLC	4,361.70
01/22/2025	251032	06586	SPEEDRACK MIDWEST LLC	5,203.20
01/22/2025	251033	00488	STATE SYSTEMS RADIO INC	195.00
01/22/2025	251034	06487	STURGIS ACE HARDWARE	499.92
01/22/2025	251035	00936	STURGIS COMMUNITY POOL	180.00
01/22/2025	251036	06196	STURGIS JOURNAL	17.81
01/22/2025	251037	00507	STURGIS OVERHEAD DOOR & LADDER	1,754.00
01/22/2025	251038	04140	SWICK BROADCASTING COMPANY	2,200.00
01/22/2025	251039	06281	T MOBILE USA INC	424.69
01/22/2025	251040	06107	TALIA YEOMAN	210.00
01/22/2025	251041	06426	TRACY LIVELY LLC	40.00
01/22/2025	251042	04773	TRIANGLE DIGITAL PRINTING INC	718.00
01/22/2025	251043	01247	TRUCK & TRAILER SPECIALTIES	173.94
01/22/2025	251044	04453	VERIZON WIRELESS	2,162.87
01/22/2025	251045	03511	WASTE MANAGEMENT	2,509.76
01/22/2025	251046	02734	WATERWORKS SYSTEMS & EQUIP INC	431.00
01/22/2025	251047	04994	W MICHIGAN INTERNATIONAL LLC	528.90

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 1/22/2025 Month: 04

01/22/2025	251048	06462	ZACHARY PERRY	30.00
01/22/2025	D02512	00340	AMERICAN SAFETY & FIRST AID	133.20
01/22/2025	D02513	00077	CARQUEST AUTO PARTS	21.98
01/22/2025	D02514	02983	CINTAS LOCATION #351	1,968.49
01/22/2025	D02515	06505	GALLS LLC	1,011.26
01/22/2025	D02516	00019	KENDALL ELECTRIC INC	138.00
01/22/2025	D02517	03944	LINDE GAS & EQUIPMENT INC	343.63
01/22/2025	D02518	06026	MID-CITY SUPPLY CO INC	234.87
01/22/2025	D02519	06069	NAPA AUTO PARTS	512.71
01/22/2025	D02520	05932	O'REILLY AUTO ENTERPRISES LLC	43.40
01/22/2025	D02521	03091	PRIME QUALITY ELECTRIC LLC	4,790.38
01/22/2025	D02522	06125	THE COPY IMAGE INC	150.00
Automatic Total				349,722.80
Grand Total				1,557,233.49

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 12/29/2024
PR0653M PAYROLL DATE 01/03/2025

GENERAL	\$170,778.35
MAJOR STREET	10,070.51
LOCAL STREET	10,147.45
CEMETERY	3,530.64
AIRPORT	0.00
BUILDING	3,604.76
HOUSING DEPARTMENT	0.00
STURGES-YOUNG CENTER FOR THE ARTS	3,978.41
RECREATION	2,700.20
DOYLE RECREATION CENTER	9,949.33
AMBULANCE	15,462.07
ELECTRIC	84,956.40
SEWER	16,948.00
WATER	8,561.46
MOTOR VEHICLE	3,165.13
Payroll Sub-Total	\$343,852.71

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

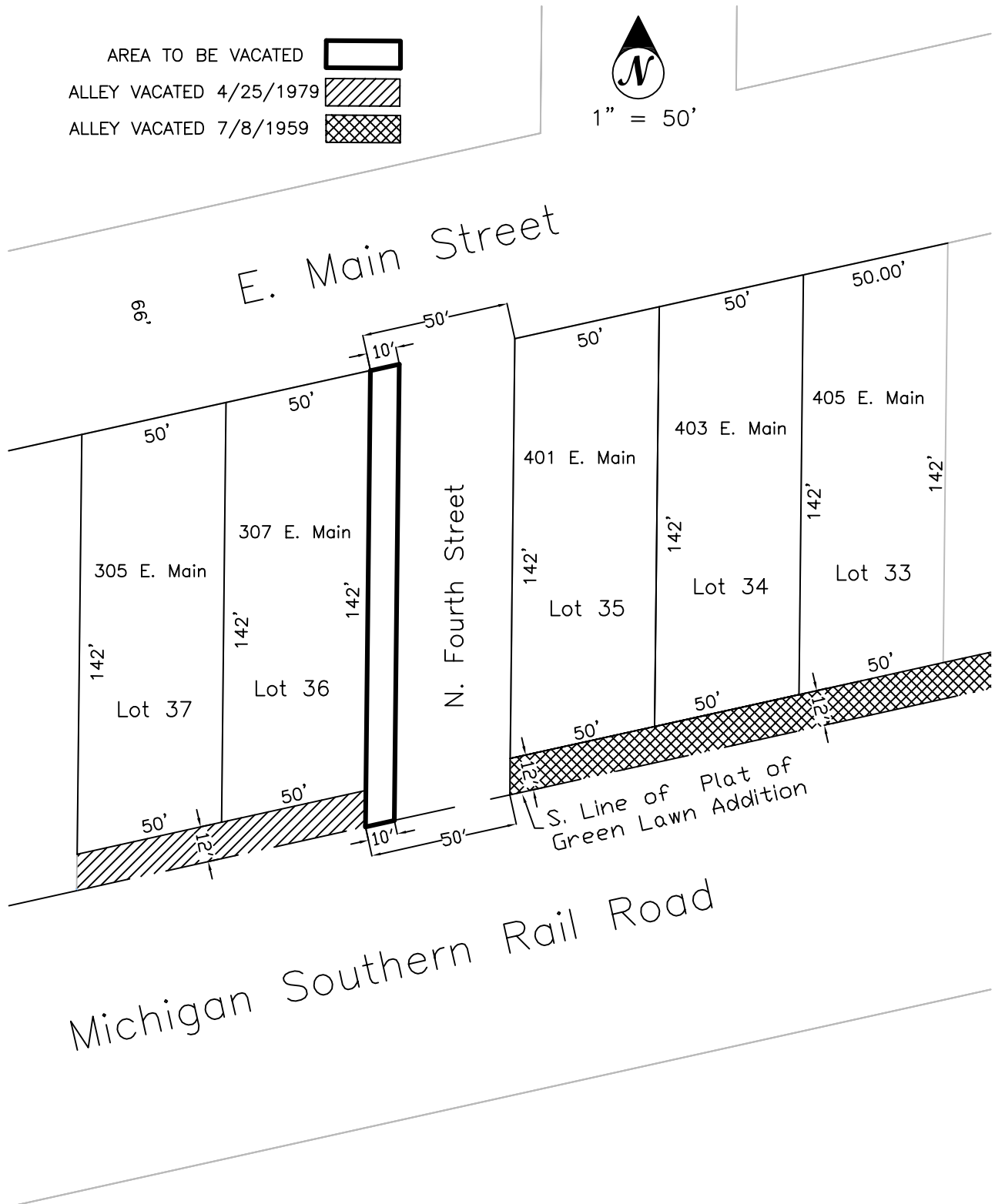
**RESOLUTION APPROVING VACATING OF STREET
AND SCHEDULING OF PUBLIC HEARING**

WHEREAS, the City Commission of the City of Sturgis, County of St. Joseph and State of Michigan, the same being the legislative body of the said City of Sturgis, deems it advisable and in the best interests of the City of Sturgis that a portion of N. Fourth Street between East Main Street and the south line of the plat of Green Lawn now situate and being within the City of Sturgis be vacated, subject to the reservation of an easement for utilities, said portion of street being described as follows, to-wit:

Beginning at the Northeast corner of Lot 36, plat of Green Lawn to the City of Sturgis in Liber 1 of Plats on Page 53, according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan located in the Northeast Quarter of Section 1, Town 8 South, Range 10 West; thence running Northeasterly along the South right of way line of East Main Street extended to a point 10 feet northeasterly of the point of beginning, thence southerly parallel to the east line of Lot 36 to the south line of said plat, thence southwesterly along the south line of said plat to a point where the east line of Lot 36 extended south intersects the south line of said plat, thence northerly along the east line of Lot 36 extended and the east line of Lot 36 to the point of beginning.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing to hear objections thereto shall be held at the scheduled meeting of the Sturgis City Commission on Wednesday, February 26, 2025, commencing at 6:00 P.M. in the Wiesloch Raum of City Hall. Any objection to such action may be filed with the City Clerk in writing, and if any such objection is filed the portion of N. Fourth Street between East Main Street and the south line of the plat of Green Lawn now situate and being within the City of Sturgis shall not be vacated except by a concurring vote of two-thirds (2/3) of the City Commission.

EXHIBIT



Release of Alley/Strip Request

Dear Mr. Kuk,
Sturgis City Manager,
08/23/2024

RECEIVED MAIL

AUG 23 2024

CITY OF STURGIS

I would like to request the release of North Fourth Street. It is located between my home, 307 East Main Street, and Mrs. Wolf's home, 401 East Main Street. I believe the gravel drive was originally used as an easement for the railroad, but it is no longer in use, and no utilities are run through the area. I was hoping to split this down the middle between Mrs. Wolf and myself. I have been living at this location for 4 years, and all lawn care and landscaping is taken care of by Mrs. Wolf and I.

When my wife and I had purchased our home the summer of 2020, our garage (that had already been in place) was over the lot line by approximately 4 feet. We have been using the strips of grass along the graveled "street" as a parking area. We recently received a warning about parking there (a possible \$200 ticket), but its right next to our garage. I am hoping that in the release of the street, we can avoid any possible issues. We would like to keep our garage and fenced in backyard, as we have a baby on the way.

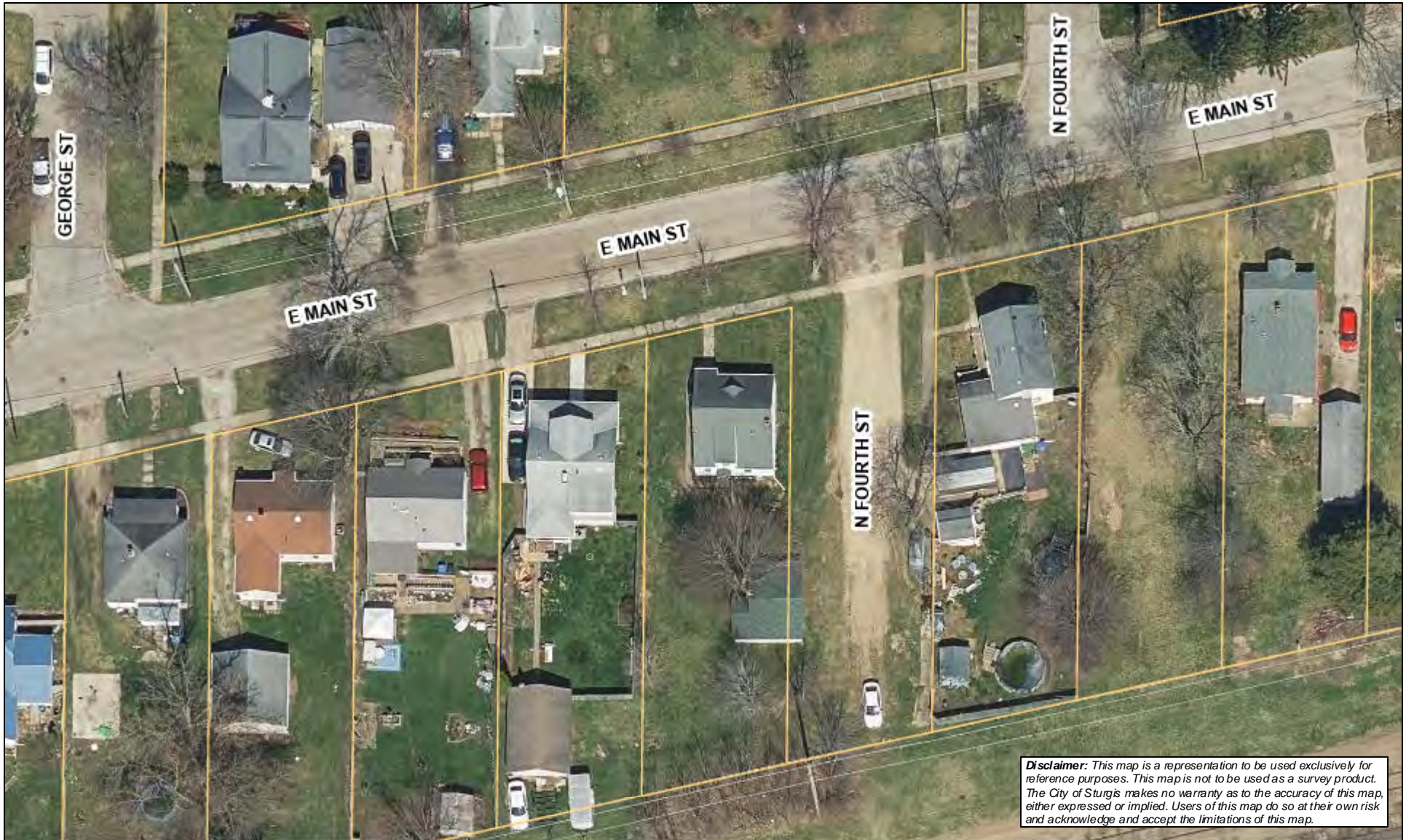
I would also like to pave the drive in the future, but as this is owned by the city, we cannot. Releasing this street will help to ensure we can make improvements on the property. If releasing North Fourth Street is not possible, we would like to at least be able to keep our garage and fence.

We will include an aerial photo of the property for you to examine. If there are any questions or concerns, you can reach me by email at koltonmiller45@gmail.com.

574-326-5737

Thank you for your time and consideration,

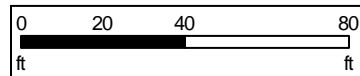
Kolton & Jaci Vaughn



City of Sturgis
 130 N. Nottawa Street
 Sturgis, MI 49091
 Tel (269) 651-2321



1/10/2025



ArcGIS Web Map

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

January 15, 2025
Project No. 220364

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

**City of Sturgis – N Clay and N Park Streets Lead Service Line Replacement
Executed Contract Documents**

On January 13, 2025, we received bids for the referenced project. The three low bids received are:

- | | |
|---------------------------------------|--------------|
| 1. Parrish Excavating, Inc | \$349,923.00 |
| 2. Concord Excavating & Grading, Inc. | \$384,575.00 |
| 3. 310 Group LLC | \$404,977.23 |

The bids on this project were higher than the Engineer's estimate. Relative to previous years, bid unit prices for concrete and road work were higher than anticipated. The large amount of construction projects in general across the State and anticipated future work for local contractors and suppliers is likely the predominated reason for this.

Fishbeck has reviewed the bids, and 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 – Owner to sign

Please execute the Notice of Award and notify Sandie Ross at slross@fishbeck.com when complete. We will use One Drive file share to work with Parrish Excavating 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

Copy: Jeremy N. Kramer, PE – Fishbeck

Bid Item Tracking

Project Name: City of Sturgis N. Clay and N. Park Streets Lead Service Line Replacement
 Project Location: Sturgis Michigan
 Project Number: 220364
 Bid Opening Date: Monday, January 13, 2025
 Time: 4:00 p.m.
 Engineer's Estimate By/Date: 10/11/2024 - 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.		3rd Lowest Bid 310 Group LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization (Maximum of 5% of Total Bid)	LS	1	\$13,142.50	\$13,142.50	\$17,000.00	\$17,000.00	\$16,250.00	\$16,250.00	\$19,229.00	\$19,229.00
2	Cash Allowance - Testing	Dollars	10,000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
3	Maintaining Traffic	LS	1	\$20,000.00	\$20,000.00	\$12,300.00	\$12,300.00	\$15,500.00	\$15,500.00	\$3,500.00	\$3,500.00
4	Preconstruction Video Documentation	LS	1	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
5	Remove, Salvage Hydrant Assembly	Ea	2	\$600.00	\$1,200.00	\$1,100.00	\$2,200.00	\$550.00	\$1,100.00	\$1,250.00	\$2,500.00
6	Remove Tree, 6 to 18 inch Diameter	Ea	1	\$400.00	\$400.00	\$1,200.00	\$1,200.00	\$850.00	\$850.00	\$1,500.00	\$1,500.00
7	Remove Tree, 19 to 36 inch Diameter	Ea	1	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00	\$3,500.00	\$3,500.00
8	Remove Tree, 37 inch or Larger Diameter	Ea	1	\$1,250.00	\$1,250.00	\$3,500.00	\$3,500.00	\$3,750.00	\$3,750.00	\$4,700.00	\$4,700.00
9	Soil Erosion and Sedimentation Control	LS	1	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00	\$15,000.00	\$15,000.00	\$2,900.00	\$2,900.00
10	Corporation Stop, 2-inch	Ea	2	\$750.00	\$1,500.00	\$1,266.00	\$2,532.00	\$1,460.00	\$2,920.00	\$532.00	\$1,064.00
11	Corporation Stop, 1-inch	Ea	24	\$600.00	\$14,400.00	\$600.00	\$14,400.00	\$975.00	\$23,400.00	\$142.00	\$3,408.00
12	Curb Stop and Box, 2-inch	Ea	2	\$750.00	\$1,500.00	\$1,310.00	\$2,620.00	\$1,100.00	\$2,200.00	\$358.00	\$716.00
13	Curb Stop and Box, 1-inch	Ea	24	\$600.00	\$14,400.00	\$655.00	\$15,720.00	\$1,175.00	\$28,200.00	\$358.00	\$8,592.00
14	Hydrant	Ea	2	\$5,000.00	\$10,000.00	\$8,091.00	\$16,182.00	\$7,350.00	\$14,700.00	\$6,274.64	\$12,549.28
15	Yard Hydrant	Ea	1	\$4,000.00	\$4,000.00	\$4,768.00	\$4,768.00	\$2,875.00	\$2,875.00	\$199.99	\$199.99
16	Valve and Box, Gate, 6-inch	Ea	2	\$1,800.00	\$3,600.00	\$758.00	\$1,516.00	\$1,495.00	\$2,990.00	\$2,129.00	\$4,258.00
17	Valve and Box, Live Tap, 12-inch	Ea	1	\$8,000.00	\$8,000.00	\$5,652.00	\$5,652.00	\$6,750.00	\$6,750.00	\$14,945.00	\$14,945.00
18	Water Main Fitting, 12-inch, DI	Ea	4	\$1,200.00	\$4,800.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$860.00	\$3,440.00
19	Water Main Fitting, 6-inch, DI	Ea	3	\$700.00	\$2,100.00	\$395.00	\$1,185.00	\$675.00	\$2,025.00	\$352.67	\$1,058.01
20	Water Main Fitting, 4-inch, DI	Ea	5	\$650.00	\$3,250.00	\$675.00	\$3,375.00	\$595.00	\$2,975.00	\$142.15	\$710.75
21	Water Main, 12-inch, DI CL52	Ft	30	\$155.00	\$4,650.00	\$140.00	\$4,200.00	\$275.00	\$8,250.00	\$114.98	\$3,449.40
22	Water Main, 6-inch, DI CL52	Ft	20	\$85.00	\$1,700.00	\$180.00	\$3,600.00	\$165.00	\$3,300.00	\$37.06	\$741.20
23	Water Main, 4-inch, DI CL52	Ft	30	\$80.00	\$2,400.00	\$155.00	\$4,650.00	\$170.00	\$5,100.00	\$64.31	\$1,929.30
24	Storm Sewer, 10-inch, PVC DR 18	Ft	10	\$75.00	\$750.00	\$103.00	\$1,030.00	\$95.50	\$955.00	\$49.00	\$490.00
25	Remove and Replace, 4-inch Concrete Sidewalk for Curb Box	Ea	25	\$300.00	\$7,500.00	\$1,178.00	\$29,450.00	\$312.00	\$7,800.00	\$400.00	\$10,000.00
26	Remove and Replace, 6-inch Concrete Sidewalk for Curb Box	Ea	24	\$300.00	\$7,200.00	\$1,245.00	\$29,880.00	\$725.00	\$17,400.00	\$400.00	\$9,600.00
27	Remove and Replace, Curb and Gutter for Water Service Tap	Ea	16	\$400.00	\$6,400.00	\$1,550.00	\$24,800.00	\$1,150.00	\$18,400.00	\$1,000.00	\$16,000.00
28	Remove and Replace, HMA Pavement for Water Service Tap	Ea	18	\$700.00	\$12,600.00	\$2,806.00	\$50,508.00	\$1,650.00	\$29,700.00	\$400.00	\$7,200.00
29	Remove and Replace, Concrete Driveway, 6 inch for Water Service Tap	Ea	6	\$1,000.00	\$6,000.00	\$3,101.00	\$18,606.00	\$2,300.00	\$13,800.00	\$800.00	\$4,800.00
30	Remove and Replace, Gravel Driveway, 6 inch for Water Service Tap	Ea	3	\$500.00	\$1,500.00	\$225.00	\$675.00	\$500.00	\$1,500.00	\$400.00	\$1,200.00
31	Water Service, 2 inch (Curb Box to meter)	Ft	80	\$100.00	\$8,000.00	\$35.70	\$2,856.00	\$62.00	\$4,960.00	\$27.56	\$2,204.80
32	Water Service, 1 inch (Curb Box to meter)	Ft	650	\$80.00	\$52,000.00	\$15.50	\$10,075.00	\$38.50	\$25,025.00	\$11.27	\$7,325.50
33	Water Service, 2 inch (Curb Box to Main Long)	Ea	1	\$900.00	\$900.00	\$5,097.00	\$5,097.00	\$3,500.00	\$3,500.00	\$8,194.00	\$8,194.00
34	Water Service, 1 inch (Curb Box to Main Long)	Ea	15	\$800.00	\$12,000.00	\$632.00	\$9,480.00	\$2,650.00	\$39,750.00	\$8,194.00	\$122,910.00
35	Water Service, 2 inch (Curb Box to Main Short)	Ea	1	\$700.00	\$700.00	\$800.00	\$800.00	\$2,200.00	\$2,200.00	\$8,194.00	\$8,194.00
36	Water Service, 1 inch (Curb Box to Main Short)	Ea	9	\$600.00	\$5,400.00	\$274.00	\$2,466.00	\$1,750.00	\$15,750.00	\$8,194.00	\$73,746.00
37	Water Service Reconnection, Plumbing Allowance	Dollars	25,000	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
	Construction Cost Subtotal (calculated)				\$275,992.50		\$349,923.00		\$384,575.00		\$406,254.23
	As-Read (from submitted bid)						\$349,923.00		\$384,575.00		\$404,977.23
	Contingency	6%			\$16,559.55						
	Total Construction Cost				\$292,552.05						

January 17, 2025
Project No. 220364

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

Proposal for Professional Construction Phase Services for the City of Sturgis N Clay and N Park Streets Lead Service Line Replacement

Fishbeck is pleased to submit this proposal to the City of Sturgis (City) for Professional Construction Phase Services for the Lead Service Lead Replacement for N Clay and N Park Streets project.

Scope of Services

- Part-time onsite Inspection: (25 hours/week for 10 weeks)
 - General onsite construction coordination with general contractor, subcontractors, various City departments, private utility companies, and private property owners.
 - 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 inspection of line, and grade of curb and gutter prior to placement.
 - 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: (6 hours/week for 8 weeks)
 - Provide contract administration (CA) services.
 - Lead the preconstruction meeting, monthly progress meetings, and public information meetings; issue the meeting minutes.
 - Oversee onsite inspector.
 - Complete and review change orders and pay applications.
 - Take measures necessary to ensure project schedule and quality of work.
 - Assist onsite inspector with conflict resolution.
 - 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:
 - 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 10 weeks)
 - Provide CA services.
 - Generate pay estimates and contract modification for the project and route for approval.

Professional Services Fees

Our proposed not-to-exceed fee for the services described above is Sixty Thousand Five Hundred Sixty-Four Dollars (\$60,564) (\$59,302 for labor and \$1,262 for expenses). See the attached spreadsheet for breakdown of tasks and hours.

Authorization

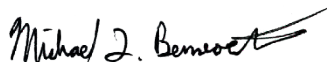
Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to Sandra L. Ross (slross@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices 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: Jeremy N. Kramer, PE – Fishbeck
Kevin E. Kietzman, PE – Fishbeck

Professional Services Agreement

PROJECT NAME: City of Sturgis N Clay and N Park Streets Lead Service Line Replacement – 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 the Lead Service Lead Replacement for N Clay and N Park Streets. Refer to proposal for Scope of Services.

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

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: January 17, 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 Sixty Thousand Five Hundred Sixty-Four Dollars (\$60,564) (\$59,302 for labor and \$1,262 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

City of Sturgis - N Clay and N Park Streets Lead Service Line Replacement
Proposed Not-to-Exceed Construction Phase Services Proposal
January 17, 2025

	Senior Engineer (Inspection Supervisor)	Engineer	Staff Engineer (Inspector)	Senior Survey	Technician (Office Technician)	Office Support	Total Hours	Amount	Expenses	Sub Consultants, Fees, MyIars, Allowances	Total Proposed Fee
	\$192	\$143	\$129	\$136	\$96	\$106					
Contract Administration	4	12	(incl. below)	0	16	1	33	\$4,126	\$0	\$0	\$4,126
Preconstruction Meeting	0	8	(incl. below)	0	0	1	9	\$1,250	\$180	\$0	\$1,430
Progress Meetings	0	8	(incl. below)	0	0	1	9	\$1,250	\$180	\$0	\$1,430
Review Submittals	0	10	(incl. below)	0	0	0	10	\$1,430	\$0	\$0	\$1,430
Address RFIs and Resolve Issues	4	10	(incl. below)	0	16	1	31	\$3,840	\$0	\$0	\$3,840
Site Visits	(incl. below)	8	(incl. below)	0	0	0	8	\$1,144	\$180	\$0	\$1,324
Review Soils and Materials Testing	0	0	(incl. below)	0	0	0	0	\$0	\$0	\$0	\$0
Review Change Requests and Prepare Change Orders	4	2	(incl. below)	0	14	0	20	\$2,398	\$0	\$0	\$2,398
Review Payment Applications	4	2	(incl. below)	0	14	1	21	\$2,504	\$0	\$0	\$2,504
Prepare As-built Drawings	0	20	(incl. below)	0	0	1	21	\$2,966	\$0	\$0	\$2,966
	16	80	0	0	60	6	162		\$540	CE Subtotal =	\$21,448
Onsite Construction Inspection and Supervision (Fishbeck)	32	0	250	0	0	0	282	\$38,394	\$722	\$0	\$39,116
Construction Staking (Fishbeck)	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
	32	0	250	0	0	0	282		\$722	Inspection Subtotal =	\$39,116

Total Not-to-Exceed Fee = \$60,564

Total Fishbeck Labor = \$59,302
Total Expenses = \$1,262

N. Clay & N. Park Lead Service Line Replacement - 2025

		591 Water	TOTAL PROJECT	
Prior FY Costs				Notes
PROJECT COSTS				
Design and Bid-Phase Engineering	Staff Approved 2/14/2022	\$ 10,500.00	\$ 10,500.00	Fishbeck, Inc. Design
Design Fee Adjustment	Staff Approved 7/30/2024	\$ 5,088.00	\$ 5,088.00	
TOTAL FY 2023-2024		\$ 15,588.00	\$ 15,588.00	
FY 2024-2025				Notes
BUDGETED FUNDS				
N. Clay & N. Park LSL Replacement		\$575,000.00	\$575,000.00	
TOTAL BUDGETED FUNDS		\$575,000.00	\$575,000.00	
PROJECT COSTS				
Construction	Recommended 1/22/25	\$ 349,923.00	\$ 349,923.00	Parrish Excavating, Inc.
Contingency Budget	Recommended 1/22/25	\$ 35,000.00	\$ 35,000.00	~ 10% of Project Cost
Construction Phase Engineering	Recommended 1/22/25	\$ 60,564.00	\$ 60,564.00	Fishbeck PSA for const. engineering & contract administration
TOTAL FY 2024-2025		\$ 445,487.00	\$ 445,487.00	
OVER (UNDER) BUDGET FY 2024-2025		\$ (129,513.00)		

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

EASEMENT

GB LANDCO LLC, a Delaware limited liability company, of 11 East 44th Street, Suite 1200, New York, NY 10017, Party of the First Part, being the owner of that certain approximately 31.884 acre parcel of land more particularly described on Exhibit “A” attached hereto (the “Property”), in consideration of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the CITY OF STURGIS, a Michigan municipal corporation of the State of Michigan, of 130 N. Nottawa, Sturgis, Michigan 49091, Party of the Second Part, hereby grants to the Party of the Second Part, its successors and assigns, FOREVER, (i) the non-exclusive easement and right to install and maintain overhead electric lines together with the usual services, connections, and accessories, over and across that portion of the Property more particularly depicted and described as the “20 Foot Wide Overhead and Underground Electric Easement” on Exhibit “A” attached hereto and incorporated herein by reference (“Utility Easement Area”), and (ii) the non-exclusive easement and right to pedestrian and vehicular access, over and across that portion of the Property more particularly depicted and described as the “Variable Width Access Easement” on Exhibit “A” attached hereto (“Access Easement Area,” and together with the Utility Easement Area, the “Easement Areas”);

WITH FULL RIGHT AND AUTHORITY to the Party of the Second Part, its successors and assigns, and its and their agents, and employees, to enter at all reasonable times upon said Easement Areas for the purpose of constructing, repairing, substituting, removing, enlarging, replacing and

maintaining any or all of the said utilities, services, connections and accessories, together with the right to access the substation located at the terminus of the Easement Areas for purposes of disconnecting the electric circuit in case of an emergency. Party of the First Part is responsible for maintaining the utilities, services, connections and accessories located within the substation.

Party of the Second Part is hereby granted access at all reasonable times to the Easement Areas.

As a part of the consideration of this Easement, Party of the Second Part agrees to restore the ground surface to original condition if future improvements are installed.

This transfer is exempt from state and county transfer tax under MCL 207.505(a) and 526(a).

IN WITNESS WHEREOF, the Parties have set their hands and seals this _____ day of _____, 20____

GB LANDCO LLC

By:_____

Its: _____

PARTY OF THE FIRST PART

CITY OF STURGIS

By:_____

Francisco Perez, Mayor

Kenneth Rhodes, Clerk

PARTY OF THE SECOND PART

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____ of GB LANDCO LLC, a Delaware limited liability company, on behalf of the company.

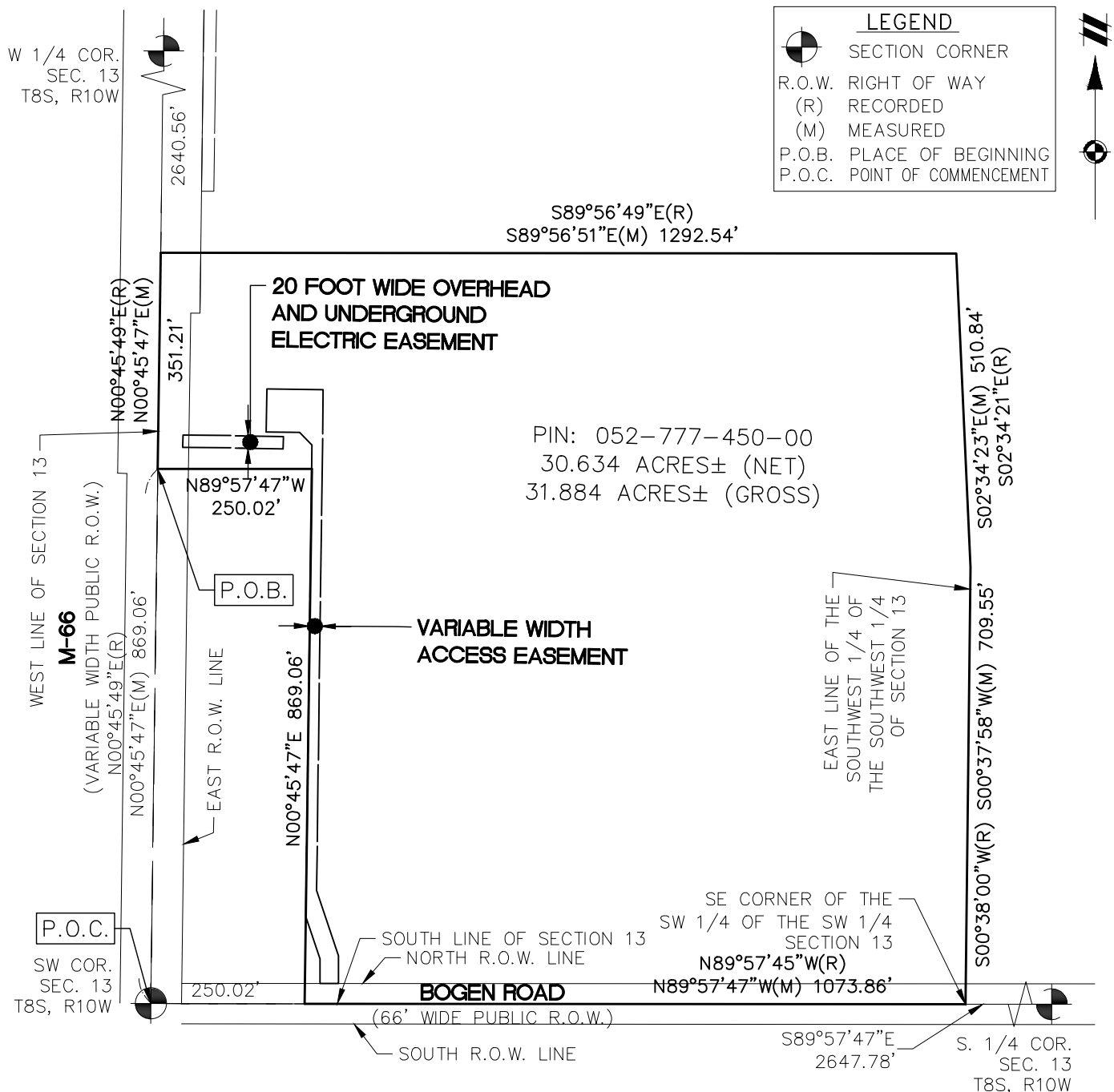
_____, Notary Public
, _____
My Commission Expires: _____

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

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, appeared FRANCISCO PEREZ and KENNETH RHODES to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Mayor and Clerk of the CITY OF STURGIS, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its City Commission; and said FRANCISCO PEREZ and KENNETH RHODES acknowledged said instrument to be the free act and deed of said corporation.

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

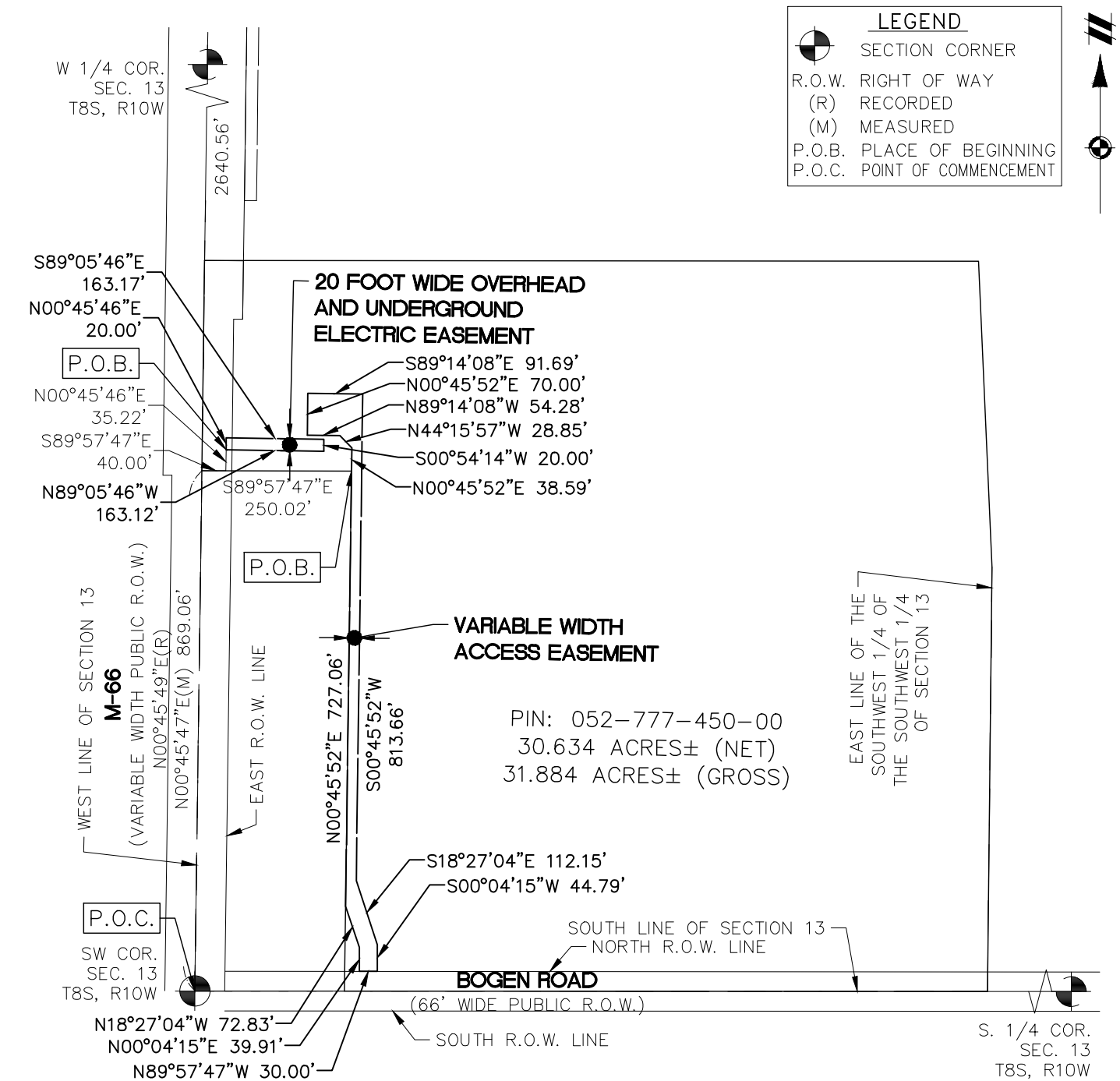
Prepared in the offices of:
Bird, Scheske, Reed & Beemer, P.C.
By: T.J. REED
227 W. Chicago Road
Sturgis, MI 49091
269/651-2445




TAX PARCEL NO. 052-777-450-00
BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83),
SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET.

CLIENT GREENBACKER CAPITAL	JOB: 20000968	CAD EA-01
	DR. JR	CH. CK
	BOOK NONE	PG. NONE
	SHEET 01 OF 03	DATE: 12/14/2023
	FILE CODE: 20000968 EA-01	
SKETCH & DESCRIPTION OF A 20' WIDE OVERHEAD & UNDERGROUND ELECTRIC EASEMENT & A VARIABLE WIDTH ACCESS EASEMENT		
SECTION 13 TOWN 08 SOUTH, RANGE 10 WEST STURGIS TOWNSHIP ST. JOSEPH COUNTY, MICHIGAN		
SCALE: 1 INCH = 250 FEET		

TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000



TAX PARCEL NO. 052-777-450-00
BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83),
SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET.

CLIENT GREENBACKER CAPITAL	JOB: 20000968	CAD EA-01
	DR. JR	CH. CK
	BOOK NONE	PG. NONE
	SHEET 02 OF 03	DATE: 12/14/2023
	FILE CODE: 20000968 EA-01	
SKETCH & DESCRIPTION OF A 20' WIDE OVERHEAD & UNDERGROUND ELECTRIC EASEMENT & A VARIABLE WIDTH ACCESS EASEMENT		
SECTION 13 TOWN 08 SOUTH, RANGE 10 WEST STURGIS TOWNSHIP ST. JOSEPH COUNTY, MICHIGAN		
SCALE: 0 125 250 1 INCH = 250 FEET	<div> ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</div>	

DESCRIPTION OF A 31.884 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWN 8 SOUTH, RANGE 10 WEST, CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN


COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWN 8 SOUTH, RANGE 10 WEST, CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN; THENCE N00°45'47"E (RECORDED AS N00°45'49"E) 869.06 FEET ALONG THE WEST LINE OF SAID SECTION 13 LYING IN M-66 (VARIABLE WIDTH) FOR A **PLACE OF BEGINNING**; THENCE CONTINUING N00°45'47"E (RECORDED AS N00°45'49"E) 351.21 FEET ALONG THE WEST LINE OF SAID SECTION 13; THENCE S89°56'51"E (RECORDED AS S89°56'49"E) 1292.54 FEET; THENCE S02°34'23"E (RECORDED AS S02°34'21"E) 510.84 FEET; THENCE S00°37'58"W (RECORDED AS S00°38'00"W) 709.55 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE N89°57'47"W (RECORDED AS N89°57'45"W) 1073.86 FEET ALONG THE SOUTH LINE OF SAID SECTION 13 LYING IN BOGEN ROAD (66 FEET WIDE); THENCE N00°45'47"E 869.06 FEET; THENCE N89°57'47"W 250.02 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 13, CONTAINING 31.884 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTHERLY 33 FEET THEREOF AS OCCUPIED BY SAID BOGEN ROAD AND THE WESTERLY PORTION THEREOF AS OCCUPIED BY SAID M-66, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS, AND EXCEPTIONS OF RECORD, IF ANY.

DESCRIPTION OF A 20 FOOT WIDE OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN; THENCE N00°45'47"E (RECORDED AS N00°45'49"E) 869.06 FEET ALONG THE WEST LINE OF SAID SECTION 13, LYING IN M-66 (VARIABLE WIDTH); THENCE S89°57'47"E 40.00 FEET; THENCE N00°45'46"E 35.22 FEET FOR A **PLACE OF BEGINNING**; THENCE CONTINUING N00°45'46"E 20.00 FEET; THENCE S89°05'46"E 163.17 FEET; THENCE S00°54'14"W 20.00 FEET; THENCE N89°05'46"W 163.12 FEET TO THE PLACE OF BEGINNING.

DESCRIPTION OF A VARIABLE WIDTH ACCESS EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN; THENCE N00°45'47"E (RECORDED AS N00°45'49"E) 869.06 FEET ALONG THE WEST LINE OF SAID SECTION 13, LYING IN M-66 (VARIABLE WIDTH); THENCE S89°57'47"E 250.02 FEET FOR A **PLACE OF BEGINNING**; THENCE N00°45'52"E 38.59 FEET; THENCE N44°15'57"W 28.85 FEET; THENCE N89°14'08"W 54.28 FEET; THENCE N00°45'52"E 70.00 FEET; THENCE S89°14'08"E 91.69 FEET; THENCE S00°45'52"W 813.66 FEET; THENCE S18°27'04"E 112.15 FEET; THENCE S00°04'15"W 44.79 FEET; THENCE N89°57'47"W 30.00 FEET ALONG THE NORTH RIGHT OF WAY LINE OF BOGEN ROAD (66 FEET WIDE); THENCE N00°04'15"E 39.91 FEET; THENCE N18°27'04"W 72.83 FEET; THENCE N00°45'52"E 727.06 FEET TO THE PLACE OF BEGINNING.

CLIENT GREENBACKER CAPITAL	JOB: 20000968	CAD EA-01
	DR. JR	CH. CK
	BOOK NONE	PG. NONE
	SHEET 03 OF 03	DATE: 12/14/2023
	FILE CODE: 20000968 EA-01	
SKETCH & DESCRIPTION OF A 20' WIDE OVERHEAD & UNDERGROUND ELECTRIC EASEMENT & A VARIABLE WIDTH ACCESS EASEMENT		
SECTION 13 TOWN 08 SOUTH, RANGE 10 WEST STURGIS TOWNSHIP ST. JOSEPH COUNTY, MICHIGAN		
	<div><div>ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small></div></div>	

EASEMENT

GB LANDCO LLC, a Delaware limited liability company, of 11 East 44th Street, Suite 1200, New York, NY 10017, Party of the First Part, being the owner of that certain approximately 84.140 acre parcel of land more particularly described on Exhibit “A” attached hereto (the “Property”), in consideration of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the CITY OF STURGIS, a Michigan municipal corporation of the State of Michigan, of 130 N. Nottawa, Sturgis, Michigan 49091, Party of the Second Part, hereby grants to the Party of the Second Part, its successors and assigns, FOREVER, (i) the non-exclusive easements and right to install and maintain overhead electric lines together with the usual services, connections, and accessories, over and across those two (2) portions of the Property each more particularly depicted and described as the “20 Foot Wide Overhead and Underground Electric Easement” on Exhibit “A” attached hereto and incorporated herein by reference (collectively, “Utility Easement Areas”), and (ii) the non-exclusive easement and right to pedestrian and vehicular access, over and across that portion of the Property more particularly depicted and described as the “Variable Width Access Easement” on Exhibit “A” attached hereto (“Access Easement Area,” and together with the Utility Easement Areas, the “Easement Areas”);

WITH FULL RIGHT AND AUTHORITY to the Party of the Second Part, its successors and assigns, and its and their agents, and employees, to enter at all reasonable times upon said Easement Areas for the purpose of constructing, repairing, substituting, removing, enlarging, replacing and

maintaining any or all of the said utilities, services, connections and accessories, together with the right to access the substation located at the terminus of the Easement Areas for purposes of disconnecting the electric circuit in case of an emergency. Party of the First Part is responsible for maintaining the utilities, services, connections and accessories located within the substation.

Party of the Second Part is hereby granted access at all reasonable times to the Easement Areas.

As a part of the consideration of this Easement, Party of the Second Part agrees to restore the ground surface to original condition if future improvements are installed.

This transfer is exempt from state and county transfer tax under MCL 207.505(a) and 526(a).

IN WITNESS WHEREOF, the Parties have set their hands and seals this _____ day of _____, 20____

GB LANDCO LLC

By:_____

Its: _____

PARTY OF THE FIRST PART

CITY OF STURGIS

By:_____

Francisco Perez, Mayor

Kenneth Rhodes, Clerk

PARTY OF THE SECOND PART

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____ of GB LANDCO LLC, a Delaware limited liability company, on behalf of the company.

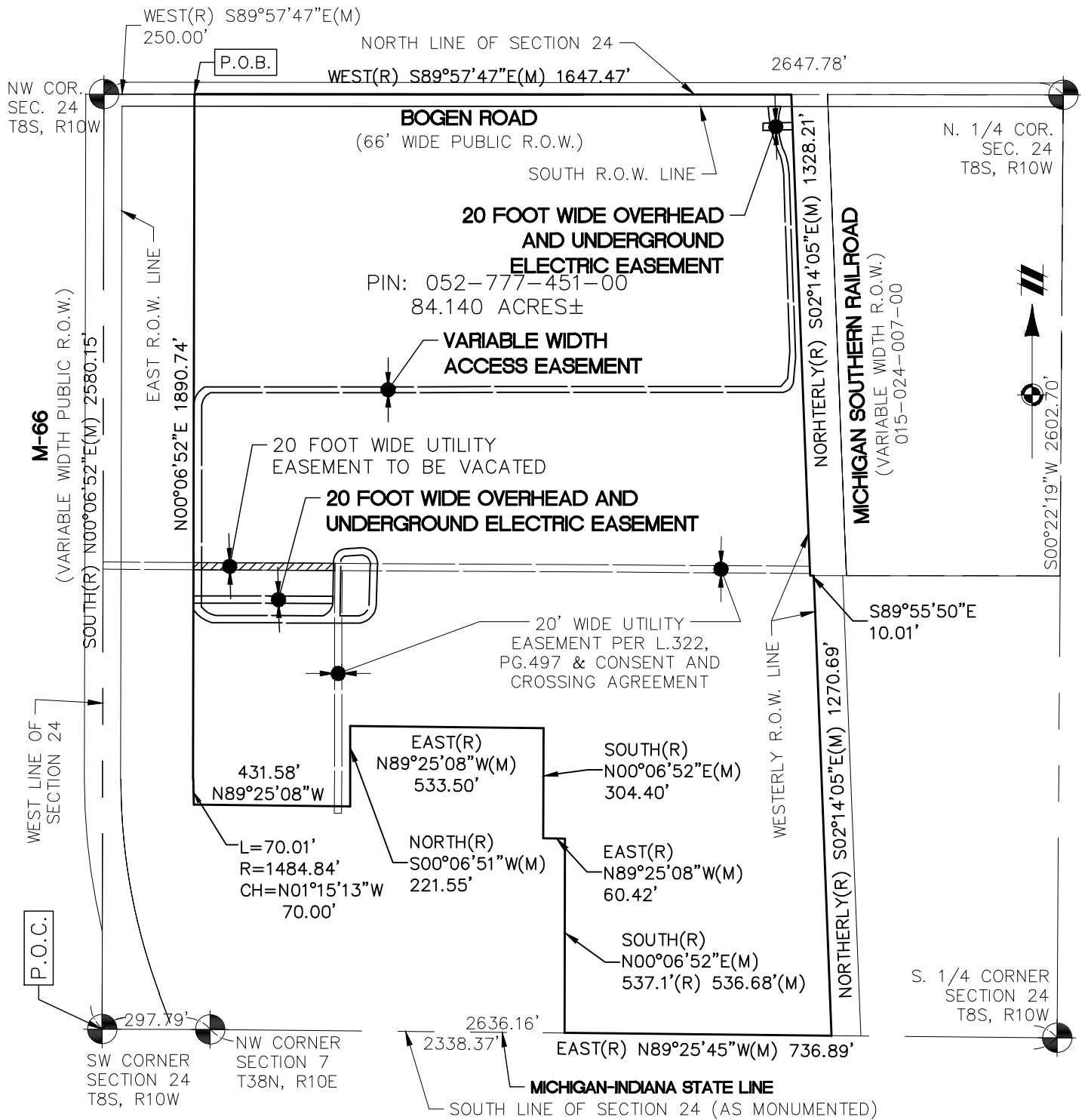
_____, Notary Public
, _____
My Commission Expires: _____

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

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, appeared FRANK PEREZ and KENNETH RHODES to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Mayor and Clerk of the CITY OF STURGIS, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its City Commission; and said FRANCISCO PEREZ and KENNETH RHODES acknowledged said instrument to be the free act and deed of said corporation.


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

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




TAX PARCEL NO. 052-777-451-00
BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83),
SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET.

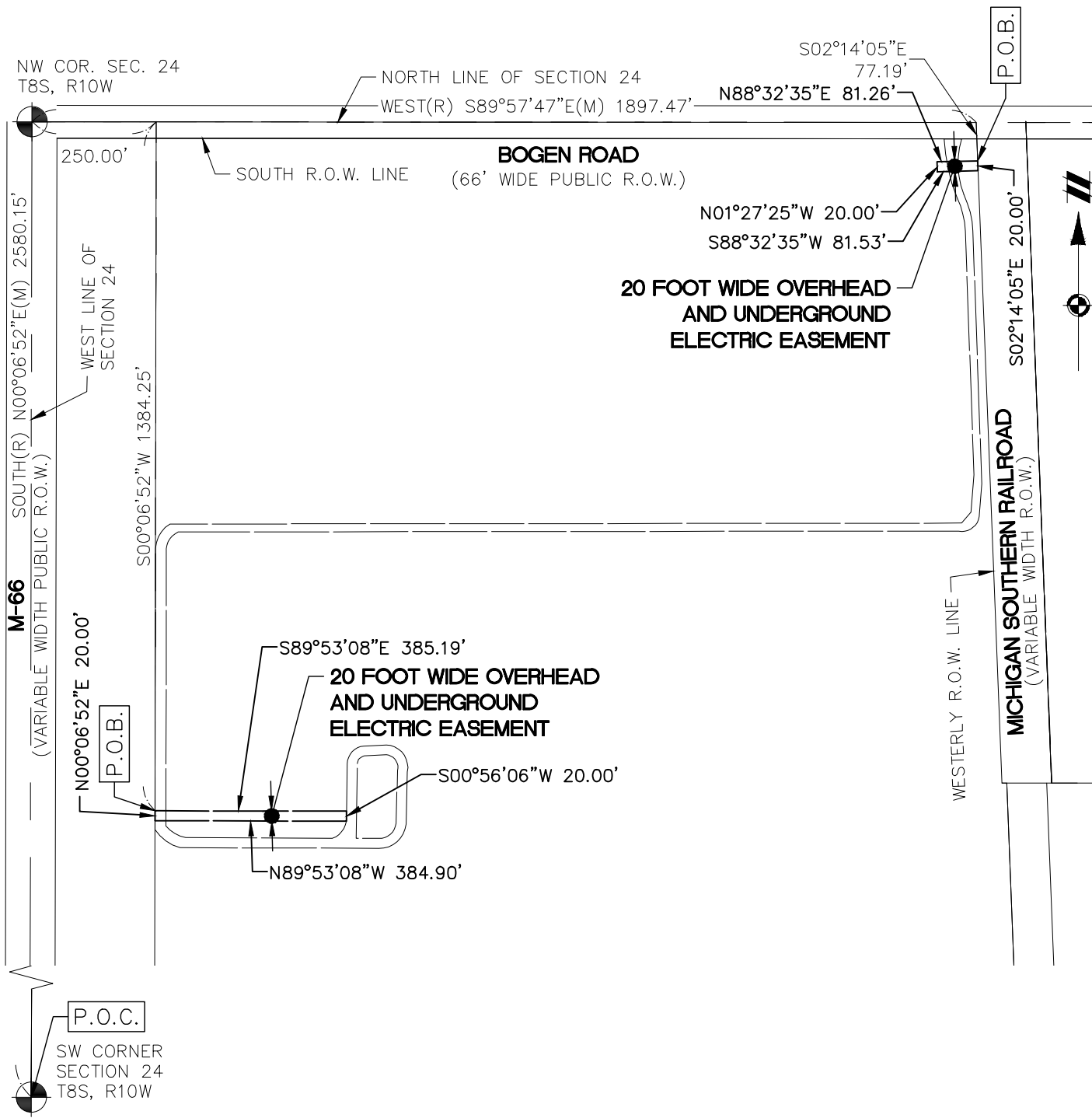
LEGEND	
	SECTION CORNER
R.O.W.	RIGHT OF WAY
(R)	RECORDED
(M)	MEASURED
P.O.B.	PLACE OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

CLIENT GREENBACKER CAPITAL SKETCH & DESCRIPTION OF 20' WIDE OVERHEAD & UNDERGROUND ELECTRIC EASEMENTS & A VARIABLE WIDTH ACCESS EASEMENT SECTION 24 TOWN 08 SOUTH, RANGE 10 WEST STURGIS TOWNSHIP ST. JOSEPH COUNTY, MICHIGAN SCALE: 1 INCH = 400 FEET	JOB: 20000968	CAD EA-02
	DR. JR	CH. CK
	BOOK NONE	PG. NONE
	SHEET 01 OF 05	DATE: 12/14/2023
	FILE CODE: 20000968 EA-02	
<div><div>ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</div></div>		

DESCRIPTION OF A 84.140 ACRE PARCEL (PARCEL B-1) OF LAND LOCATED IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN

COMMENCING AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN; THENCE N00°06'52"E (RECORDED AS SOUTH) 2580.15 FEET ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 24 LYING PARTIALLY IN M-66 (VARIABLE WIDTH) TO THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 24; THENCE S89°57'47"E (RECORDED AS WEST) 250.00 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 24 LYING IN BOGEN ROAD (66 FEET WIDE) FOR A **PLACE OF BEGINNING**; THENCE CONTINUING S89°57'47"E (RECORDED AS WEST) 1647.47 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 24; THENCE ALONG THE WESTERLY LINE OF MICHIGAN SOUTHERN RAILROAD (VARIABLE WIDTH) THE FOLLOWING THREE (3) COURSES: S02°14'05"E (RECORDED AS NORTHERLY) 1328.21 FEET, S89°55'50"E 10.01 FEET AND S02°14'05"E (RECORDED AS NORTHERLY) 1270.69 FEET; THENCE N89°25'45"W (RECORDED AS EAST) 736.89 FEET ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 24, ALSO BEING THE MICHIGAN-INDIANA STATE LINE (AS MONUMENTED); THENCE N00°06'52"E 536.68 FEET (RECORDED AS SOUTH 537.1 FEET); THENCE N89°25'08"W (RECORDED AS EAST) 60.42 FEET; THENCE N00°06'52"E (RECORDED AS SOUTH) 304.40 FEET; THENCE N89°25'08"W (RECORDED AS EAST) 533.50 FEET; THENCE S00°06'51"W (RECORDED AS NORTH) 221.55 FEET; THENCE N89°25'08"W (RECORDED AS EAST) 431.58 FEET; THENCE 70.01 FEET ALONG THE ARC OF A 1484.84 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N01°15'13"W 70.00 FEET; THENCE N00°06'52"E 1890.74 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 24, CONTAINING 84.140 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33 FEET THEREOF AS OCCUPIED BY SAID BOGEN ROAD, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS, AND EXCEPTIONS OF RECORD, IF ANY.

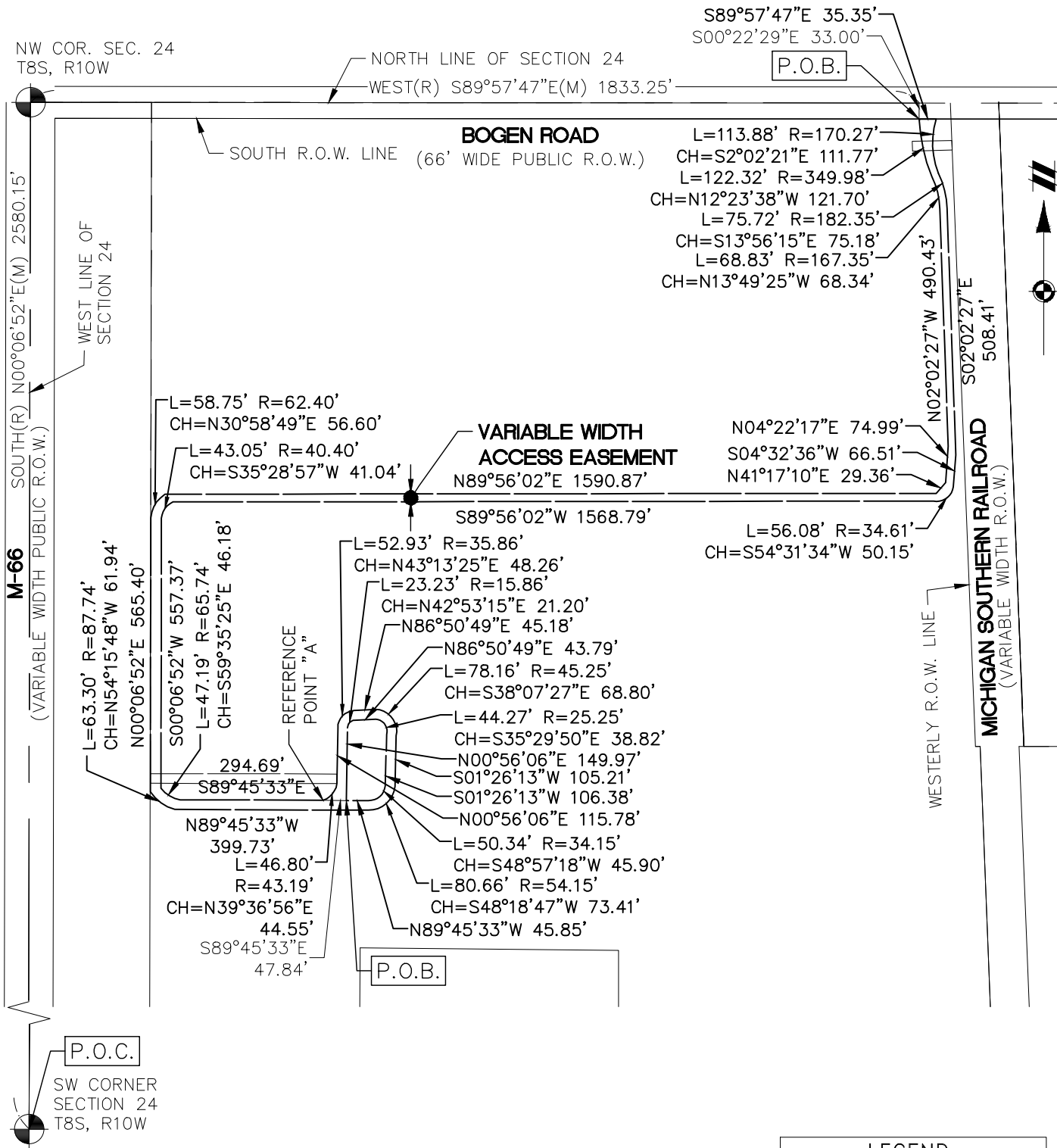
CLIENT GREENBACKER CAPITAL SKETCH & DESCRIPTION OF 20' WIDE OVERHEAD & UNDERGROUND ELECTRIC EASEMENTS & A VARIABLE WIDTH ACCESS EASEMENT SECTION 24 TOWN 08 SOUTH, RANGE 10 WEST STURGIS TOWNSHIP ST. JOSEPH COUNTY, MICHIGAN	JOB: 20000968	CAD EA-02
	DR. JR	CH. CK
	BOOK NONE	PG. NONE
	SHEET 02 OF 05	DATE: 12/14/2023
	FILE CODE: 20000968 EA-02	
<div><div>ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small></div></div>		



LEGEND	
	SECTION CORNER
R.O.W.	RIGHT OF WAY
(R)	RECORDED
(M)	MEASURED
P.O.B.	PLACE OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT


TAX PARCEL NO. 052-777-451-00
BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83),
SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET.

CLIENT GREENBACKER CAPITAL SKETCH & DESCRIPTION OF 20' WIDE OVERHEAD & UNDERGROUND ELECTRIC EASEMENTS & A VARIABLE WIDTH ACCESS EASEMENT SECTION 24 TOWN 08 SOUTH, RANGE 10 WEST STURGIS TOWNSHIP ST. JOSEPH COUNTY, MICHIGAN SCALE: 1 INCH = 300 FEET	JOB: 20000968	CAD EA-02
	DR. JR	CH. CK
	BOOK NONE	PG. NONE
	SHEET 03 OF 05	DATE: 12/14/2023
	FILE CODE: 20000968 EA-02	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		



LEGEND	
	SECTION CORNER
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TAX PARCEL NO. 052-777-451-00
BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83),
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DESCRIPTION OF A 20 FOOT WIDE OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN; THENCE N00°06'52"E (RECORDED AS SOUTH) 2580.15 FEET ALONG THE WEST LINE OF SAID SECTION 24, LYING IN M-66 (VARIABLE WIDTH), TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE S89°57'47"E (RECORDED AS WEST) 250.00 FEET ALONG THE NORTH LINE OF SAID SECTION 24, LYING IN BOGEN ROAD (66 FEET WIDE); THENCE S00°06'52"W 1384.25 FEET FOR A **PLACE OF BEGINNING**; THENCE S89°53'08"E 385.19 FEET; THENCE S00°56'06"W 20.00 FEET; THENCE N89°53'08"W 384.90 FEET; THENCE N00°06'52"E 20.00 FEET TO THE PLACE OF BEGINNING.

DESCRIPTION OF A 20 FOOT WIDE OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN:


COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN; THENCE N00°06'52"E (RECORDED AS SOUTH) 2580.15 FEET ALONG THE WEST LINE OF SAID SECTION 24, LYING IN M-66 (VARIABLE WIDTH), TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE S89°57'47"E (RECORDED AS WEST) 1897.47 FEET ALONG THE NORTH LINE OF SAID SECTION 24, LYING IN BOGEN ROAD (66 FEET WIDE); THENCE S02°14'05"E 77.19 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF MICHIGAN SOUTHERN RAILROAD (VARIABLE WIDTH) FOR A **PLACE OF BEGINNING**; THENCE CONTINUING S02°14'05"E 20.00 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID MICHIGAN SOUTHERN RAILROAD; THENCE S88°32'35"W 81.53 FEET; THENCE N01°27'25"W 20.00 FEET; THENCE N88°32'35"E 81.26 FEET TO THE PLACE OF BEGINNING.

DESCRIPTION OF A VARIABLE WIDTH ACCESS EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN; THENCE N00°06'52"E (RECORDED AS SOUTH) 2580.15 FEET ALONG THE WEST LINE OF SAID SECTION 24, LYING IN M-66 (VARIABLE WIDTH), TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE S89°57'47"E (RECORDED AS WEST) 1833.25 FEET ALONG THE NORTH LINE OF SAID SECTION 24, LYING IN BOGEN ROAD (66 FEET WIDE); THENCE S00°22'29"E 33.00 FEET FOR A **PLACE OF BEGINNING**; THENCE S89°57'47"E 35.35 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID BOGEN ROAD; THENCE 113.88 FEET ALONG THE ARC OF A 170.27 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S02°02'21"E 111.77 FEET; THENCE 75.72 FEET ALONG THE ARC OF A 182.35 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S13°56'15"E 75.18 FEET; THENCE S02°02'27"E 508.41 FEET; THENCE S04°32'36"W 66.51 FEET; THENCE 56.08 FEET ALONG THE ARC OF A 34.61 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S54°31'34"W 50.15 FEET; THENCE S89°56'02"W 1568.79 FEET; THENCE 43.05 FEET ALONG THE ARC OF A 40.40 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S35°28'57"W 41.04 FEET; THENCE S00°06'52"W 557.37 FEET; THENCE 47.19 FEET ALONG THE ARC OF A 65.74 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S59°35'25"E 46.18 FEET; THENCE S89°45'33"E 294.69 FEET TO REFERENCE POINT "A"; THENCE 46.80 FEET ALONG THE ARC OF A 43.19 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N39°36'56"E 44.55 FEET; THENCE N00°56'06"E 115.78 FEET; THENCE 52.93 FEET ALONG THE ARC OF A 35.86 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N43°13'25"E 48.26 FEET; THENCE N86°50'49"E 45.18 FEET; THENCE 78.16 FEET ALONG THE ARC OF A 45.25 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S38°07'27"E 68.80 FEET; THENCE S01°26'13"W 105.21 FEET; THENCE 80.66 FEET ALONG THE ARC OF A 54.15 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S48°18'47"W 73.41 FEET; THENCE N89°45'33"W 399.73 FEET; THENCE 63.30 FEET ALONG THE ARC OF A 87.74 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N54°15'48"W 61.94 FEET; THENCE N00°06'52"E 565.40 FEET; THENCE 58.75 FEET ALONG THE ARC OF A 62.40 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N30°58'49"E 56.60 FEET; THENCE N89°56'02"E 1590.87 FEET; THENCE N41°17'10"E 29.36 FEET; THENCE N04°22'17"E 74.99 FEET; THENCE N02°02'27"W 490.43 FEET; THENCE 68.83 FEET ALONG THE ARC OF A 167.35 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N13°49'25"W 68.34 FEET; THENCE 122.32 FEET ALONG THE ARC OF A 349.98 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N12°23'38"W 121.70 FEET TO THE PLACE OF BEGINNING;

EXCEPT:

COMMENCING AT AFOREMENTIONED REFERENCE POINT "A"; THENCE S89°45'33"E 47.84 FEET FOR A **PLACE OF BEGINNING**; THENCE N00°56'06"E 149.97 FEET; THENCE 23.23 FEET ALONG THE ARC OF A 15.86 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N42°53'15"E 21.20 FEET; THENCE N86°50'49"E 43.79 FEET; THENCE 44.27 FEET ALONG THE ARC OF A 25.25 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S35°29'50"E 38.82 FEET; THENCE S01°26'13"W 106.38 FEET; THENCE 50.34 FEET ALONG THE ARC OF A 34.15 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S48°d57'18"W 45.90 FEET; THENCE N89°45'33"W 45.85 FEET TO THE PLACE OF BEGINNING.

CLIENT GREENBACKER CAPITAL SKETCH & DESCRIPTION OF 20' WIDE OVERHEAD & UNDERGROUND ELECTRIC EASEMENTS & A VARIABLE WIDTH ACCESS EASEMENT SECTION 24 TOWN 08 SOUTH, RANGE 10 WEST STURGIS TOWNSHIP ST. JOSEPH COUNTY, MICHIGAN	JOB: 20000968	CAD EA-02
	DR. JR	CH. CK
	BOOK NONE	PG. NONE
	SHEET 05 OF 05	DATE: 12/14/2023
	FILE CODE: 20000968 EA-02	
<div>ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small></div>		

EASEMENT

Electric City Holdings LLC, a Delaware limited liability company, of 430 E. 8th Street #5010 Holland, MI 49423, Party of the First Part, in consideration of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the CITY OF STURGIS, a Michigan municipal corporation of the State of Michigan, of 130 N. Nottawa, Sturgis, Michigan 49091, Party of the Second Part, hereby conveys and warrants to the Party of the Second Part, its successors and assigns, FOREVER, the easement and right to install and maintain overhead and underground electric lines together with the usual services, connections, and accessories, over and across the parcel of land situated in the City of Sturgis, St. Joseph County, Michigan, described on Exhibit "A" attached hereto and incorporated herein by reference ("Easement");

WITH FULL RIGHT AND AUTHORITY to the Party of the Second Part, its successors and assigns, and its and their agents, and employees, to enter at all times upon said premises for the purpose of constructing, repairing, substituting, removing, enlarging, replacing and maintaining any or all of the said utilities, services, connections and accessories, together with the right to access the substation located at the terminus of the Easement for purposes of disconnecting the electric circuit in case of an emergency. Party of the First Part is responsible for maintaining the utilities, services, connections and accessories located within the substation.

Party of the Second Part is hereby granted access at all reasonable times to the Easement

across and over the parcel of land situated in the City of Sturgis, St. Joseph County, Michigan, described on Exhibit “B” attached hereto and incorporated herein by reference.

As a part of the consideration of this Easement, Party of the Second Part agrees to restore the ground surface to original condition if future improvements are installed.

This transfer is exempt from state and county transfer tax under MCL 207.505(a) and 526(a).

IN WITNESS WHEREOF, the Parties have set their hands and seals this _____ day of _____, 2024

Electric City Holdings LLC

By: _____

Its: _____

PARTY OF THE FIRST PART

CITY OF STURGIS

By: _____

Francisco Perez, Mayor

Kenneth Rhodes, Clerk

PARTY OF THE SECOND PART

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of August, 2024, before me, a Notary Public in and for said County, appeared _____, to me personally known, who, being by me duly sworn, did for himself say that he is the _____ of Electric City Holdings LLC, the _____ named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said _____; and that said instrument was signed and sealed on behalf of said _____ by authority of its bylaws; and said _____ acknowledged said instrument to be the free act and deed of said _____.

_____, Notary Public

My Commission Expires: _____

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

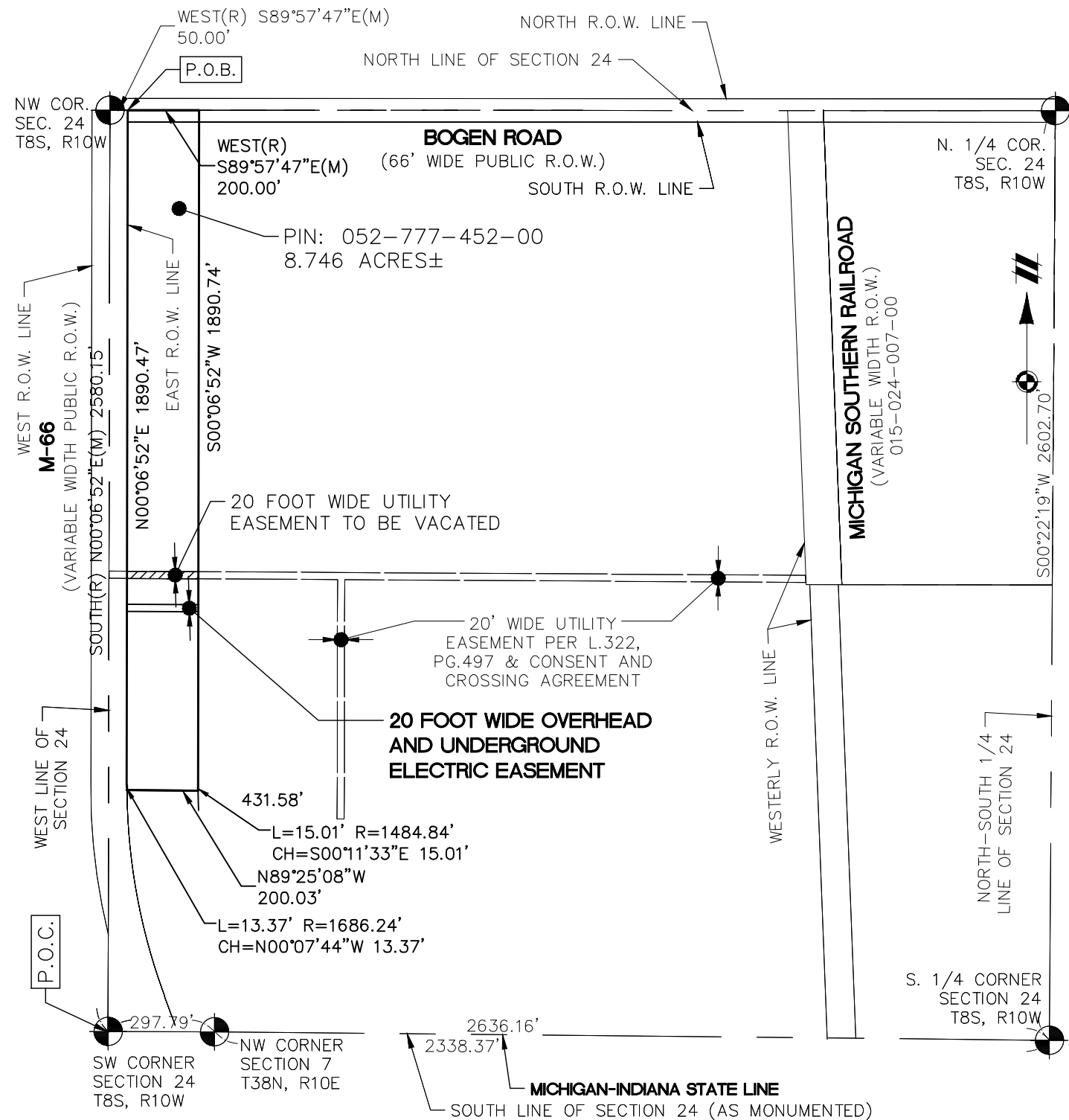
On this ____ day of August, 2024, before me, a Notary Public in and for said County, appeared FRANCISCO PEREZ and KENNETH RHODES to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Mayor and Clerk of the CITY OF STURGIS, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its City Commission; and said FRANCISCO PEREZ and KENNETH RHODES acknowledged said instrument to be the free act and deed of said corporation.

_____, Notary Public

St. Joseph County, Michigan


My Commission Expires: _____

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



LEGEND	
	SECTION CORNER
R.O.W.	RIGHT OF WAY
(R)	RECORDED
(M)	MEASURED
P.O.B.	PLACE OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

TAX PARCEL NO. 052-777-452-00
BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83),
SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET.


CLIENT GREENBACKER CAPITAL SKETCH & DESCRIPTION OF 20' WIDE OVERHEAD & UNDERGROUND ELECTRIC EASEMENT LOCATED IN SECTION 24 TOWN 08 SOUTH, RANGE 10 WEST STURGIS TOWNSHIP ST. JOSEPH COUNTY, MICHIGAN SCALE: 1 INCH = 400 FEET	JOB: 20000968	CAD EA-03
	DR. VM	CH. JR/ART
	BOOK NONE	PG. NONE
	SHEET 01 OF 01	DATE: 12/21/2023
	FILE CODE: 20000968 EA-03	
<div><div>ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</div></div>		

DESCRIPTION OF A 8.746 ACRE PARCEL (PARCEL 2) OF LAND LOCATED IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN

COMMENCING AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN; THENCE N00°06'52"E (RECORDED AS SOUTH) 2580.15 FEET ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 24 LYING PARTIALLY IN M-66 (VARIABLE WIDTH) TO THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 24; THENCE S89°57'47"E (RECORDED AS WEST) 50.00 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 24 LYING IN BOGEN ROAD (66 FEET WIDE) FOR A **PLACE OF BEGINNING**; THENCE CONTINUING S89°57'47"E (RECORDED AS WEST) 200.00 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 24; THENCE S00°06'52"W 1890.74 FEET; THENCE 15.01 FEET ALONG THE ARC OF A 1484.84 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S00°11'33"E 15.01 FEET; THENCE N89°25'08"W 200.03 FEET TO THE EAST RIGHT OF WAY LINE OF SAID M-66; THENCE 13.37 FEET ALONG THE ARC OF A 1686.24 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N00°07'44"W 13.37 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID M-66; THENCE N00°06'52"E 1890.47 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID M-66 TO THE PLACE OF BEGINNING, BEING A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 24, CONTAINING 8.746 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33 FEET THEREOF AS OCCUPIED BY SAID BOGEN ROAD, ALSO BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS, AND EXCEPTIONS OF RECORD, IF ANY.

DESCRIPTION OF A 20 FOOT WIDE OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, TOWN 8 SOUTH, RANGE 10 WEST, STURGIS TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN; THENCE N00°06'52"E (RECORDED AS SOUTH) 2580.15 FEET ALONG THE WEST LINE OF SAID SECTION 24, LYING IN M-66 (VARIABLE WIDTH), TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE S89°57'47"E (RECORDED AS WEST) 50.00 FEET ALONG THE NORTH LINE OF SAID SECTION 24, LYING IN BOGEN ROAD (66 FEET WIDE); THENCE S00°06'52"W 1383.98 FEET FOR A **PLACE OF BEGINNING**; THENCE S89°53'08"E 200.00 FEET; THENCE S00°06'52"W 20.00 FEET; THENCE N89°53'08"W 200.00 FEET; THENCE N00°06'52"E 20.00 FEET TO THE PLACE OF BEGINNING.

CLIENT GREENBACKER CAPITAL	JOB:	20000968	CAD	EA-03
	DR.	VM	CH.	JR/ART
	BOOK	NONE	PG.	NONE
	SHEET	03 OF 03	DATE:	12/21/2023
	FILE CODE: 20000968 EA-03			
SKETCH & DESCRIPTION OF 20' WIDE OVERHEAD & UNDERGROUND ELECTRIC EASEMENT LOCATED IN	<div> ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</div>			
SECTION 24 TOWN 08 SOUTH, RANGE 10 WEST				
STURGIS TOWNSHIP ST. JOSEPH COUNTY, MICHIGAN				

TERMINATION AND RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF STURGIS, whose address is 130 North Nottawa, Sturgis, Michigan 49091, does hereby terminate and release a certain real estate Easement dated April 3, 1966, granted by Carrie Fisher, whose address is 1029 South Centreville Road, Sturgis, Michigan 49091, duly established and recorded in the office of the Register of Deeds of the County of St. Joseph, State of Michigan, on the 27th day of May, 1966, in Liber 322, Pages 497-499, St. Joseph County, Michigan Records,

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Easement as of this ____ day of _____, 20____.

CITY OF STURGIS

By: _____
Andrew Kuk
City Manager

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

On this ____ day of _____, 20____ personally appeared before me, a Notary Public in and for the County of St. Joseph, Michigan, Andrew Kuk, City Manager of the City of Sturgis and says that he has executed the foregoing Termination and Release of Easement as his free act and deed and on behalf of the City of Sturgis.

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

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

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E

**SPECIAL MEETING
LOCAL OFFICIALS COMPENSATION COMMISSION
THURSDAY, JANUARY 16, 2025
WIESLOCH RAUM – CITY HALL**

The meeting was called to order at 6:30 p.m.

Commissioners present: Ahrens, Bolthouse, Boyd, Hackman
Commissioners absent: Dobberteen

Also present: City Clerk

City Clerk/Treasurer Kenneth Rhodes presented a comparison of Mayor and Commissioner for 43 Michigan communities.

Discussion followed including the number of meetings typical in Sturgis, pay of other communities, average annual wage increase for City employees, and other issues.

Moved by Hackman and seconded by Boyd to adjust the pay for the Mayor from \$3400 to \$4600 per year and for Commissioners from \$2,750 to \$3700 per year.

Voting yea: Four Voting nay: None Absent: Dobberteen MOTION CARRIED

The meeting was adjourned at 6:44 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer