

AGENDA CITY COMMISSION MEETING WEDNESDAY, MARCH 12, 2025 CITY HALL | 130 N. NOTTAWA ST. WIESLOCH RAUM

REGULAR MEETING 6:00 P.M.

- 1. CALL TO ORDER BY MAYOR
- 2. PLEDGE OF ALLEGIANCE
- 3. INVOCATION
- 4. ROLL CALL
- 5. PROCLAMATIONS / PRESENTATIONS
 - A. Curbside Recycling Program Andrew Kuk
- 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 February 26, 2025 regular meeting as presented.
 - B. Pay Bills
 - AUTHORIZE the payment of the City bills in the amount of \$1,645,777.13 as presented.
 - C. Easements
 - APPROVE the easement with Sturgis Hospital, Inc. for underground fiber installation and access as presented and AUTHORIZE Mayor Frank Perez and the City Clerk to sign all necessary documents.
 - D. Sturgis Neighborhood Program Community Clean-up Days
 - APPROVE the Sturgis Neighborhood Program Community Clean-up Days on May 3, 2025 and October 11, 2025 as presented.
- 9. UNFINISHED BUSINESS
- 10. NEW BUSINESS
 - A. 2025 DDA Downtown Event Requests Andrew Kuk
 - B. WWTP Blower Room MCC Replacement Bids Brandon Schrader
 - C. CTE-SYCA Kitchen Usage Agreement Jamie Eymer
- 11. COMMISSIONER / STAFF COMMENTS
- 12. ADJOURN

Manager's Report

MARCH 12, 2025



Submitted by:

Andrew Kuk City Manager

5. Presentation

A. Curbside Recycling Program

Staff: Andrew Kuk

The City first entered into a five-year contract for curbside recycling in 2008 with Borden Waste-Away Service, Inc. Borden and the City extended that contract twice for additional five-year periods, with a third extension being reached in 2021 (to address overcharges) which carries the contract through December of 2025.

The City funds curbside recycling through an assessment of \$2.00 per month on certain residential properties within the City. This assessment is authorized by Public Act 69 of 2005 (Public Act 138 of 1989 as amended) for waste reduction programs and collection of recycling or composting materials. The State statute only allows a maximum assessment of \$2.00 per month or \$25.00 annually without voter approval.

The cost for curbside recycling began at \$1.92 per parcel per month in the 2008 contract and increased to \$1.97 with the extension in 2018; it remains at this rate through the end of the year. Since the 2018 extension, the market for recycled materials has changed significantly and the cost for curbside pickup has increased. During a review of similar programs in the area back in 2021, staff found that it was possible that the cost per parcel per month could increase to \$2.50 per month or higher by 2023, and is unlikely to be less than that in 2025-2026.

Given the likely change in cost and inability to continue funding the program with only with existing sources, I would like to discuss options for addressing recycling going forward.

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for March 12, 2025 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the February 26, 2025 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,645,777.13 as presented.

8C. Easements

Included in your packet are two easements the City is obtaining for City fiber maintained on the property. One easement is with Sturgis Hospital, Inc. and the second easement is with the Sturgis Women's Club, located just north of the Hospital property at 1001 Walker Street. City fiber has been installed dating back to the City's ownership of the Hospital property; easements will formalize our access to and use of these areas. Consideration for these easements from the City is \$10.00 per easement.

Consent Agenda Motion:

APPROVE the easement with the Sturgis Women's Club for underground fiber installation and access as presented and AUTHORIZE Mayor Frank Perez and the City Clerk to sign all necessary documents.

Consent Agenda Motion:

APPROVE the easement with Sturgis Hospital, Inc. for underground fiber installation and access as presented and AUTHORIZE Mayor Frank Perez and the City Clerk to sign all necessary documents.

Information Included in Packet:

- 1. Sturgis Women's Club Easement
- 2. Sturgis Hospital Inc. Easement

8D. Sturgis Neighborhood Program Community Clean-up Days

The Sturgis Neighborhood Program (SNP) is looking to coordinate two community clean-up days on Saturday, May 3, 2025 from 8:00 am - 12:00 pm and October 11, 2025 from 8:00 am - 12:00 pm. These clean-up days would be organized similar to the event SNP ran last fall, which was itself similar to the large-item trash drop-off days the City helped coordinate in the past. The event looks to provide an opportunity for City residents to dispose of unwanted household items. SNP is requesting the City again partner with them for the project.

As with last fall's event, the clean-up days would be funded by SNP and area donors, with SNP coordinating with a local waste removal company to deliver and retrieve several 40-yard dumpsters for waste containment. SNP will also coordinate volunteers to help with traffic flow, eligibility verification, and disposal item sorting at the drop-off site.

The City's contribution to the project would include providing the use of the Public Services and Utilities Building (PSUB) site on N. Centerville Road as the location for the drop-off site along with two DPS employees to run City front end loaders to help load items into the dumpsters. The approximate cost for staff and the use of the loaders for a four-hour time frame is a little over \$1,000.00 per event.

Consent Agenda Motion:

APPROVE the Sturgis Neighborhood Program community clean-up days on May 3, 2025 and October 11, 2025 as presented.

<u>Information Included in Packet</u>:

1. SNP Spring Fling (clean-up day) Draft Flyer

10. New Business

A. 2025 DDA Downtown Event Requests

Staff: Andrew Kuk

Included in your packet is an events request list for all 2025 downtown events. The list lays out when the events occur, requested street closures, whether or not a Special Event liquor license is proposed, signage requests, and other special requests and notes.

The list includes all scheduled DDA events for the calendar year. Detailed Sturgis Fest requests will be brought separately at a later date.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the 2025 DDA Downtown Events Requests as presented.

Information Included in Packet:

1. 2025 DDA Event Request List

10. New Business

B. WWTP Blower Room MCC Replacement Bids

Staff: Brandon Schrader

At the October 9, 2024 City Commission meeting, the Commission approved Master Service Agreement Amendment (MSAA) #2 from Fleis & VandenBrink (F&V) for design and bidding documents service for the Wastewater Treatment Plant (WWTP) Blower Room Motor Control Center (MCC) Replacement. This project includes replacement of the existing MCC lighting panel and transformer with new combination motor starters, new lighting fixtures, panel, and new transformer.

The Blower Building was constructed in 1987 during plant upgrades improving treatment processes. This building houses three 10 HP rotary lobe positive displacement blowers used to supply air to the aeration contact basin. The process requires forced air for two reasons: first to provide mixing and second to provide oxygen to the organisms performing treatment within the aeration basin.

The WWTP has undergone two previous MCC upgrade projects in the past 5 years, including the Chemical Control Building in 2020 and Control/Digester Building in 2024. Replacing the aged MCC is vital to the reliability and efficiency of power distribution to critical pieces of equipment. The project upgrade further establishes a dependable framework for future equipment replacement within the building.

The project was published on SOVRA (formally known as Bidnet/MTN) and received three bids. CT Electrical Services Inc. out of Kalamazoo, MI was the low bid in the amount of \$33,150.00. The WWTP has previous experience with CT Electrical Services Inc. and recommend awarding the project to them. A recommendation of award letter from F&V and bid tab are included in your packet.

The FY 2024-2025 capital budget includes \$90,000.00 for the Blower Room MCC replacement, of which \$30,700.00 was used for design and bidding documents

services from Fleis & Vandenbrink; a budget and cost spreadsheet is included in your packet.

Staff is also recommending a contingency budget for the project, in the amount of \$3,315.00, or 10% of the project budget.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid from CT Electrical Services, Inc. for the Blower Room MCC Replacement in the amount of thirty-three thousand, one hundred fifty dollars (\$33,150.00) as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a ten percent (10%) contingency for the project in the amount of three thousand three hundred fifteen dollars (\$3,315.00) as presented.

Staff Recommendation:

APPROVE and APPROVE

Information Included in Packet:

- 1. Letter of Recommendation
- 2. Bid Tab
- 3. Budget & Cost Spreadsheet

10. New Business

C. CTE-SYCA Kitchen Usage Agreement

Staff: Jamie Eymer

City staff have recently been approached by the St. Joseph County ISD regarding continued use of the facility in 2025-2026. The current usage agreement expires on June 30, 2025.

Included in your packet is a new 12-month contract between the St. Joseph County ISD CTE Culinary Arts program and the Sturges-Young Center for the Arts for kitchen and instructional space. The term of the agreement is from July 1, 2025, to June 30, 2026. The instructional use of the space is used during the school year from August to June; approximately 180 service days. The use of the facility has been Monday through Friday from 7:30 a.m. to 3:00 p.m., however each class is typically 3 hours per day.

The lease cost for the space would be a lump sum of \$11,900.00 for the year, the same cost paid to lease the space for the culinary arts class in 2024-2025.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the license agreement between the St. Joseph County Intermediate School District and City of Sturgis for use of the kitchen and instructional space at the Sturges-Young Center for the Arts for the 2025-2026 school year as presented.

Information Included in Packet:

1. CTE Agreement

Noteworthy Meetings / Events

- Chamber Board of Directors Meeting | February 25th
- United Way Victory Celebration | February 25th
- DDA Promotion Committee Meeting | March 4th
- DDA Meeting | March 5th
- Tri-Share Information Luncheon | March 7th

Upcoming Events

- First Fridays Karaoke | SYCA | 8pm | March 7th
- Cinema Circle True Grit | SYCA | 7pm | March 13th
- Pedal Punk Cirque | SYCA | 3:30pm | March 16th
- MML Capital Conference | Lansing | March 19th
- Art Auction & Winter Wine Down | Downtown | 5:30pm-9pm | March 21st
- Cinema Circle Jurassic Park | SYCA | 7pm | March 27th
- Spring & Food Expo | SYCA | 5:30pm-9pm | April 11th

City of Sturgis City Commission Regular Meeting

Agenda Item 8A

REGULAR MEETING - STURGIS CITY COMMISSION WEDNESDAY, FEBRUARY 26, 2025 WIESLOCH RAUM - CITY HALL

Mayor Perez called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was said by all present.

The Invocation was given by Comm. Miller.

Commissioners present: Mullins, Boring, Smith, Harrington, Abbs, Miller, Mayor Perez

Commissioners absent: Moyer, Vice-Mayor Bir

Also present: City Attorney, City Manager, City Controller, City Engineer, Public Safety Director, Community Development Director, Deputy Fire Chief, City Clerk

Barry Cox, 1421 S. Merribe, provided information on properties that have been vacant for an extended period of time and inquired on the best way to deal with these. Discussion followed.

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

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Consent Agenda of February 26, 2025 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the February 12, 2025 regular meeting as presented.

B. Pay Bills

• AUTHORIZE the payment of the City bills in the amount of \$1,845,294.54 as presented.

C. Zoning Ordinance Amendments Second Reading

• CONSIDER this the second reading of and APPROVE the Zoning Ordinance Amendments effective March 20, 2025 as presented.

AMENDMENTS TO ZONING ORDINANCE

An ordinance to amend Appendix A of the Zoning Ordinance of the City of Sturgis to provide for the modification of Articles I through XV for the purpose of updates, amendments, and compliance with updated laws and standards within certain districts in the City and an effective date of this Ordinance. WHEREAS, the City Commission, upon recommendation from the Planning Board, has determined that it is in the best interest of the residents of the City to amend, modify and update the Zoning Ordinance for the City;

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

Appendix A of the Zoning Ordinance of the City of Sturgis, Article I through Article XV is hereby modified to provide as follows effective as of March 20, 2025.

Voting vea: Seven Voting nay: None Absent: Moyer, Bir MOTION CARRIED

City Engineer Barry Cox provided information on the new and repaired sidewalk project on East Jerolene Street.

Mayor Perez opened the Public Hearing for Assessment District #2020-02: E. Jerolene New Sidewalk

Mr. Cox provided details on the completed work and calculations related to the sidewalk assessments.

The City Commission had related questions.

There were no comments from the public.

Mayor Perez closed the Public Hearing.

Moved by Comm. Harrington and seconded by Comm. Smith to approve Special Assessment Roll #2020-02 as presented.

Voting yea: Seven Voting nay: None Absent: Moyer, Bir MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve Special Assessment Roll #2020-02 costs be spread over five (5) years with an interest rate of five percent (5%) charged on the remaining balance on an annual basis.

Voting yea: Seven Voting nay: None Absent: Moyer, Bir MOTION CARRIED

Mayor Perez opened the Public Hearing for Assessment District #2020-03: E. Jerolene Sidewalk Repair.

Mr. Cox provided details on the completed work and calculations related to the sidewalk assessments.

The City Commission had related questions.

There were no comments from the public.

Mayor Perez closed the Public Hearing.

Moved by Comm. Harrington and seconded by Comm. Smith to approve Special Assessment Roll #2020-03 as presented.

Voting yea: Seven Voting nay: None Absent: Moyer, Bir MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve Special Assessment Roll #2020-03 costs be spread over five (5) years with an interest rate of five percent (5%) charged on the remaining balance on an annual basis.

Voting yea: Seven Voting nay: None Absent: Moyer, Bir MOTION CARRIED

Mayor Perez opened the Public Hearing for the Vacation of North Fourth Street.

City Engineer Barry Cox provided information about end of North Fourth Street, which is current gravel and is situated between two properties. The addition of a fence of one property was inadvertently placed within the right-of-way. After a discussion with the adjacent homeowners and City Staff, it was determined that vacation of ten feet of the right-of-way would solve the situation.

The City Commission had discussion.

There were no comments from the public.

Mayor Perez closed the Public Hearing.

Moved by Comm. Harrington and seconded by Comm. Smith to adopt the Second Resolution Vacating Street as presented.

Voting yea: Seven Voting nay: None Absent: Moyer, Bir MOTION CARRIED

SECOND RESOLUTION VACATING STREET

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 south westerly 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.

WHEREAS, it being advisable to vacate and abandon the said described property, due notice was published in the Sturgis Journal, a newspaper published and circulated in the City of Sturgis, County of St. Joseph, State of Michigan, as required by law, notifying the public and all interested persons that the City Commission would meet and be in session on Wednesday, February 26, 2025, at 6:00 p.m. in the Wiesloch Raum of Sturgis City Hall to hear and consider objections thereto; and

WHEREAS, no one appeared at said meeting to object to the proposed vacation and abandonment and no objections having been filed with the City Clerk:

NOW, THEREFORE, BE IT RESOLVED, subject to the City of Sturgis reserving easements on said property for the purposes of constructing, repairing, substituting, removing enlarging, replacing and maintaining utilities that the above described portion of street be hereby vacated, abolished, abandoned and discontinued; and

BE IT FURTHER RESOLVED, that within thirty (30) days from this date, the City Clerk shall forward a certified copy of this resolution to the Michigan Department of Energy, Labor and Economic Growth, and also a certified copy of this resolution to the Register of Deeds of the County of St. Joseph, State of Michigan, for recording, and that a proper record of this vacation and abandonment be entered into the Book of Plats of the City of Sturgis.

City Controller Holly Keyser provided information on the responses received for RFQ for Financial Services. Discussion followed.

Moved by Comm. Miller and seconded by Comm. Smith to approve MFCI as Municipal Advisor for the City of Sturgis and authorize the City Controller to sign all necessary documents.

Voting yea: Seven Voting nay: None Absent: Moyer, Bir MOTION CARRIED

City Controller Holly Keyser provided information on the Notice of Intent Resolution Capital Improvement Bonds

Moved by Comm. Abbs and seconded by Comm. Smith to adopt the Notice of Intent Resolution for Capital Improvement Bonds as presented.

Voting yea: Seven Voting nay: None Absent: Moyer, Bir MOTION CARRIED

NOTICE OF INTENT RESOLUTION CAPITAL IMPROVEMENT BONDS

WHEREAS, the City of Sturgis, County of St. Joseph, State of Michigan (the "City") intends to issue general obligation limited tax bonds (the "Bonds") pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in one or more series, in an aggregate principal amount of not to exceed Three Million, Two Hundred Thousand Dollars (\$3,200,000), for the purpose of paying the costs of improving, replacing and reconstructing water main, streets, and sidewalks in the City, including St. Joseph Street, N. Clay Street and N. Park Street, together with necessary rights-of-way and related infrastructure improvements and all appurtenances and attachments thereto (the "Project"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds. NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in a newspaper of general circulation in the City.
- 2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.
- 3. The City Commission does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.
- 4. The City may incur expenditures for the Project prior to receipt of proceeds of the Bonds and may advance moneys for that purpose from funds available to the City, to be reimbursed from proceeds of the Bonds when available. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$3,200,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.
- 5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Public Safety Director Ryan Banaszak provided information on the department's capital budget, upcoming facility improvements, the condition of the building, current and future facility needs, and the concept of a new facility. Discussion followed.

City Clerk/Treasurer Kenneth Rhodes explained that the SYCA Board has recommended Karel Gundlach for the last vacancy on the Board, after a review of the submitted applications. Discussion followed.

Moved by Comm. Miller and seconded by Comm. Smith to appoint Karel Gundlach to the Sturges-Young Center for the Arts Board.

Voting yea: Seven Voting nay: None Absent: Moyer, Bir MOTION CARRIED

City Manager Andrew Kuk provided information on anticipated upcoming City Staff retirements and potential overlap with a replacement hire. It was explained that vacancies for key positions will be advertised early to ensure that enough time is allowed for qualified candidates. This will require the City to be prepared to make an offer several months prior to the retirement date if that becomes necessary. Regardless, a period of overlap will be critical to allow for training and to pass on institutional knowledge. The City Commission discussed options related to key personnel hiring.

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

Date	Check#	Vendor	VendorName	Amount
02/28/2025	PR0657M	00061	CITY OF STURGIS PAYROLL	344,896.15
02/24/2025	T17457M	06093	PEPSI BEVERAGES COMPANY	373.80
02/20/2025	T17458M	00108	STATE OF MICHIGAN	59,688.75
02/24/2025	T17459M	04197	MI PUBLIC POWER AGENCY	245,893.17
03/04/2025	T17460M	00197	CITY OF STURGIS UTILITIES	22,573.98
03/12/2025	T17461M	00197	CITY OF STURGIS UTILITIES	16,195.93
03/13/2025	T17462M	06121	GB SOLAR TE 2020 HOLDINGS LLC	35,155.64
03/06/2025	T17463M	03770	MICHIGAN GAS UTILITIES	44.52
03/06/2025	T17464M	03770	MICHIGAN GAS UTILITIES	303.25
03/13/2025	T17465M	03770	MICHIGAN GAS UTILITIES	44.05
03/13/2025	T17466M	03770	MICHIGAN GAS UTILITIES	2,123.59
03/12/2025	T17467M	03770	MICHIGAN GAS UTILITIES	1,751.99
03/12/2025	T17468M	03770	MICHIGAN GAS UTILITIES	272.04
03/03/2025	T17469M	04389	FRONTIER COMMUNICATIONS A	122.20
03/01/2025	T17470M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
03/20/2025	T17471M	00197	CITY OF STURGIS UTILITIES	11,368.02
03/20/2025	T17472M	00197	CITY OF STURGIS UTILITIES	7,201.92
03/03/2025	T17473M	04197	MI PUBLIC POWER AGENCY	277,568.59
02/28/2025	T17474M	00062	CITY OF STURGIS-EMPLOYEE INS	79,446.60
02/28/2025	T17475M	00063	CITY OF STURGIS TAX TRANSFER	19,319.47
02/28/2025	T17476M	00064	INTL CITY MGMT ASSOC RETR CORP	10,269.96
02/28/2025	T17477M	00065	DOYLE MEMBERSHIP TRANSFER	2,863.99
02/28/2025	T17478M	03229	CITY OF STURGIS-WORKERS COMP	3,303.48
02/28/2025	T17479M	05123	COMERICA BANK-INST TRUST SERV	35,205.12
02/28/2025	T17480M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,271.14
03/01/2025	T17481M	04088	BLUE CROSS BLUE SHIELD OF MI	24,192.50
03/21/2025	T17482M	03770	MICHIGAN GAS UTILITIES	16,001.47
03/21/2025	T17483M	03770	MICHIGAN GAS UTILITIES	2,077.37
03/21/2025	T17484M	03770	MICHIGAN GAS UTILITIES	385.75
03/18/2025	T17485M	04389	FRONTIER COMMUNICATIONS A	604.00
03/01/2025	T17486M	00449	CENTURY BANK & TRUST	6,221.68
03/01/2025	T17487M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
03/15/2025	T17488M	04389	FRONTIER COMMUNICATIONS A	586.42
03/15/2025	T17489M	04389	FRONTIER COMMUNICATIONS A	330.92
03/15/2025	T17490M	04389	FRONTIER COMMUNICATIONS A	735.24

03/15/2025	T17491M	04389	FRONTIER COMMUNICATIONS A	26.08
03/15/2025	T17492M	04389	FRONTIER COMMUNICATIONS A	76.34
03/16/2025	T17493M	04389	FRONTIER COMMUNICATIONS A	62.24
03/11/2025	T17494M	02909	CHARTER COMMUNICATIONS	781.42
03/12/2025	T17495M	00512	CAMOCO FUEL SYSTEM	11,431.08
03/21/2025	T17496M	04389	FRONTIER COMMUNICATIONS A	294.47
03/10/2025	T17497M	04421	AT&T MOBILITY	845.35
03/01/2025	T17498M	06290	MEDPRO WASTE DISPOSAL LLC	27.56
03/01/2025	T17499M	06138	MUTUAL OF OMAHA INSURANCE CO	5,565.80
Manual Total				1,256,439.23
03/12/2025	251302	00110	A & K PRINTING & POOLS	80.00
03/12/2025	251303	06494	ACME SPORTS INC	1,233.35
03/12/2025	251304	00066	ACTION QUICK PRINT PLUS	187.00
03/12/2025	251305	05103	BRIDGETTE ALLEY	250.00
03/12/2025	251306	03994	ALLIED MECHANICAL SERVICE INC	29,169.00
03/12/2025	251307	00296	ALVARO GARCIA CHAVEZ	79.82
03/12/2025	251308	06119	AMAZON.COM SALES INC	6,963.30
03/12/2025	251309	06141	AMY SWETCOFF	150.00
03/12/2025	251310	05110	APEX ENGINEERING PRODUCTS CORP	1,813.53
03/12/2025	251311	03576	ARROW SERVICES INC	249.00
03/12/2025	251312	02292	ASPLUNDH TREE EXPERT CO	5,568.79
03/12/2025	251313	00296	BAYLEN J MOORE	75.16
03/12/2025	251314	06117	BENITA ANN LEWIS	30.00
03/12/2025	251315	00072	BIRD, SCHESKE, REED & BEEMER,	10,116.50
03/12/2025	251316	06585	BOFA INC	997.50
03/12/2025	251317	05916	BONUS ENVIRONMENTAL LLC	925.00
03/12/2025	251318	03327	BOUND TREE MEDICAL LLC	2,024.23
03/12/2025	251319	00364	CAROL DUSTIN	320.00
03/12/2025	251320	00691	CENTRAL MEAT MARKET	73.34
03/12/2025	251321	00296	CHARLES R SMITH	52.57
03/12/2025	251322	01323	CITY OF COLDWATER	200.00
03/12/2025	251323	06493	COMFORT INN &CONFERENCE CENTER	514.50
03/12/2025	251324	06325	COTTIN'S HARDWARE	12.12
03/12/2025	251325	06158	CULLIGAN WATER OF STURGIS	163.00
03/12/2025	251326	00041	DEVIN MACKINDER	40.00
03/12/2025	251327	03109	DOWNTOWN DEVELOPMENT AUTHORITY	600.00
03/12/2025	251328	06381	EDM INTERNATIONAL INC	290.00

03/12/2025	251329	06588	EMILY PANTERA CONSULTING	3,275.00
03/12/2025	251330	04955	ENVIRO-CLEAN	6,158.00
03/12/2025	251331	05745	ERICA VARGAS SARCO	80.00
03/12/2025	251332	06343	ERIN MELCHI BAKER	60.00
03/12/2025	251333	06615	FAWN RIVER HVAC LLC	1,156.38
03/12/2025	251334	00013	FISHBECK	4,697.80
03/12/2025	251335	00296	FLAVIO T SILVEIRA	50.18
03/12/2025	251336	00776	FLEIS & VANDENBRINK	31,994.77
03/12/2025	251337	06287	FOCAL POINT STUDIOS	5,000.00
03/12/2025	251338	04389	FRONTIER COMMUNICATIONS A	7,635.77
03/12/2025	251339	06475	FROST SOLUTIONS LLC	8,725.09
03/12/2025	251340	06468	GANNETT MICHIGAN LOCALIQ	479.65
03/12/2025	251341	02082	GECKO SECURITY LLC	2,020.00
03/12/2025	251342	01403	GEORGE EARL	20.00
03/12/2025	251343	06590	GEORGE EBERT	50.00
03/12/2025	251344	06367	GMES LLC DBA FARWEST	119.72
03/12/2025	251345	00183	GRAINGER INC	1,242.06
03/12/2025	251346	04243	GRP ENGINEERING INC	17,654.00
03/12/2025	251347	05586	MARY M HAYLETT	50.00
03/12/2025	251348	06136	HURD MEDIA GROUP LLC	200.00
03/12/2025	251349	04922	HUTSON ASSESSING INC	5,198.93
03/12/2025	251350	01101	JANENE KOSMAN	100.00
03/12/2025	251351	06199	JANSEN PLUMBING, HEATING &	367.20
03/12/2025	251352	00041	JENNIFER EBY	20.00
03/12/2025	251353	06314	JODIE M JOHNSON	20.00
03/12/2025	251354	00296	JOHN C HILL	22.09
03/12/2025	251355	05842	JOHN DEERE FINANCIAL	1,317.35
03/12/2025	251356	06217	JOHN J FLOWERS	100.00
03/12/2025	251357	05910	JOINT APPR & TRAIN TRUST FUND	18,000.00
03/12/2025	251358	06616	KRISTINA VANOVER	25.00
03/12/2025	251359	00212	KSS ENTERPRISES	752.29
03/12/2025	251360	06489	LAKE ACCESS MEDIA LLC	555.00
03/12/2025	251361	00296	LEON D MILLER	66.86
03/12/2025	251362	00220	LITHO PRINTERS INC	1,521.52
03/12/2025	251363	00296	LOY AND MELISSA CRAWFORD	15.40
03/12/2025	251364	06464	LRS LLC	1,748.52
03/12/2025	251365	00296	M2 HOSPITALITY STURGIS LLC	3,175.76

03/12/2025	251366	00296	MADISON L SCHROLL	83.97
03/12/2025	251367	06250	MARANA GROUP	3,707.77
03/12/2025	251368	03095	MARY DRESSER	160.00
03/12/2025	251369	01391	MCLEAN ENGINEERING	8,429.75
03/12/2025	251370	06351	MELISSA ANDREWS	420.00
03/12/2025	251371	00890	MI ASSOC OF MUNIC CEMETERIES	204.00
03/12/2025	251372	03774	STATE OF MICHIGAN	84.00
03/12/2025	251373	00403	MICHIGAN CAT	961.82
03/12/2025	251374	05121	MICKEY'S LINEN	246.40
03/12/2025	251375	04702	MILLER JOHNSON ATTORNEYS	1,397.50
03/12/2025	251376	05051	MILSOFT UTILITY SOLUTIONS	1,133.96
03/12/2025	251377	00593	NEWKIRK ELECTRIC ASSOCIATES	72,037.85
03/12/2025	251378	00256	NISSLEY DISPOSAL INC	11,425.00
03/12/2025	251379	06471	NTH CONSULTANTS, LTD	17,992.50
03/12/2025	251380	06491	ONLINE INFORMATION SERVICES	295.01
03/12/2025	251381	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,888.00
03/12/2025	251382	04236	PLANTE & MORAN PLLC	913.50
03/12/2025	251383	00485	POWER LINE SUPPLY	356.40
03/12/2025	251384	04474	QUADIENT INC	346.50
03/12/2025	251385	04251	RAI JETS LLC	1,260.00
03/12/2025	251386	00035	RESCO	5,022.50
03/12/2025	251387	06038	REVOLUTION HEALTH, P.C.	90.00
03/12/2025	251388	05682	ROBERT TAYLOR	30.00
03/12/2025	251389	00418	ROSE PEST SOLUTIONS	7,635.00
03/12/2025	251390	00276	SAFETY SERVICES INC	103.97
03/12/2025	251391	00296	SHANNA J HAGNER	70.13
03/12/2025	251392	06483	SONIT SYSTEMS LLC	6,797.45
03/12/2025	251393	00488	STATE SYSTEMS RADIO INC	210.00
03/12/2025	251394	03214	STRYKER	341.52
03/12/2025	251395	06487	STURGIS ACE HARDWARE	27.56
03/12/2025	251396	00290	STURGIS HOSPITAL	279.00
03/12/2025	251397	06196	STURGIS JOURNAL	292.29
03/12/2025	251398	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
03/12/2025	251399	06107	TALIA YEOMAN	175.00
03/12/2025	251400	06245	TANNER E PARSHALL	400.00
03/12/2025	251401	06479	THE LAB TRAINING CENTER LLC	750.00
03/12/2025	251402	00041	TRACY SWAFFORD	40.00

Grand Total				1,645,777.13
Automatic Total				389,337.90
03/12/2025	D02562	06125	THE COPY IMAGE INC	607.94
03/12/2025	D02561	03091	PRIME QUALITY ELECTRIC LLC	4,209.05
03/12/2025	D02560	05932	O'REILLY AUTO ENTERPRISES LLC	1,041.53
03/12/2025	D02559	06069	NAPA AUTO PARTS	3,299.05
03/12/2025	D02558	06026	MID-CITY SUPPLY CO INC	6.26
03/12/2025	D02557	03944	LINDE GAS & EQUIPMENT INC	86.07
03/12/2025	D02556	00019	KENDALL ELECTRIC INC	462.65
03/12/2025	D02555	06505	GALLS LLC	425.39
03/12/2025	D02554	02983	CINTAS LOCATION #351	1,186.44
03/12/2025	D02553	04066	BORDEN WASTE-AWAY SERVICE INC	6,403.19
03/12/2025	D02552	05462	AUTOZONE STORES LLC	19.87
03/12/2025	D02551	00335	ALTEC INDUSTRIES, INC.	1,111.84
03/12/2025	251410	06613	WHEELWORK ARTS LLC	15,600.00
03/12/2025	251409	05014	WHEELER WORLD INC	7,512.00
03/12/2025	251408	04994	W MICHIGAN INTERNATIONAL LLC	49.92
03/12/2025	251407	03511	WASTE MANAGEMENT	1,395.93
03/12/2025	251406	05659	WARNER OIL COMPANY	2,511.30
03/12/2025	251405	04453	VERIZON WIRELESS	2,223.99
03/12/2025	251404	01238	UNITED PARCEL SERVICE	16.75
03/12/2025	251403	05664	TREECORE LLC	675.00

PAYROLL DISBURSEMENT

FOR PAYROLL ENDING 02/23/2025 PR0657M PAYROLL DATE 02/28/2025

GENERAL	\$157,863.12
MAJOR STREET	11,217.17
LOCAL STREET	11,894.52
CEMETERY	5,543.35
AIRPORT	1,567.43
BUILDING	3,489.93
HOUSING DEPARTMENT	0.00
STURGES-YOUNG CENTER FOR THE ARTS	6,704.43
RECREATION	556.67
DOYLE RECREATION CENTER	14,616.79
AMBULANCE	13,553.55
ELECTRIC	87,824.56
SEWER	16,616.04
WATER	10,603.11
MOTOR VEHICLE	2,845.48
Payroll Sub-Total	\$344,896.15

City of Sturgis City Commission Regular Meeting

Agenda Item 8C

EASEMENT

Sturgis Women's Club, 1001 Walker Street, Sturgis, Michigan 49091, Party of the First Part, in considering of Ten and 00/100 (\$10.00) Dollars to them 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 convey and warrant to the Party of the Second Part, its successors and assigns, FOREVER, the easement and right to install and maintain underground fiber lines, together with the usual services, connections, and accessories, over and across the following described parcel of land situated in the City of Sturgis, St. Joseph County, Michigan, described on Exhibit "A" and mapped on Exhibit "B" attached hereto and incorporated herein by reference with reasonable ingress and egress thereto, 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.

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	e set their hands and seals this day of
, 2025.	
	STURGIS WOMEN'S CLUB
	Bv:
	By: Jodie Johnson, President
	PARTY OF THE FIRST PART
	CITY OF STURGIS
	By:Frank Perez, Mayor
	Kenneth Rhodes, Clerk
	PARTY OF THE SECOND PART
STATE OF MICHIGAN)	
) SS: COUNTY OF ST. JOSEPH)	
On this day of said County, appeared JODIE JOHNSON, sworn, did for herself say that she execute	, 2025, before me, a Notary Public in and fo , to me personally known, who, being by me duly ed the within instrument as her free act and deed.
	Julie Burkey, Notary Public St. Joseph County, Michigan Acting in St. Joseph County, Michigan My Commission Expires:
STATE OF MICHIGAN)) SS: COUNTY OF ST. JOSEPH)	
who, being by me duly sworn, did each for Clerk of the CITY OF STURGIS, the corporation, and that the seal affixed to said corporation; and that said instrument was	, 2025, before me, a Notary Public in and form KENNETH RHODES, to me personally known, which have that they are respectively the Mayor and pration named in and which executed the within distrument is the corporation seal of said signed and sealed on behalf of said corporation by FRANK PEREZ and KENNETH RHODES ee act and deed of said corporation.
	Julie Burkey, Notary Public St. Joseph County, Michigan Acting in St. Joseph County, Michigan My Commission Expires:
Prepared in the offices of: Mostrom & Assoc., Inc.	5)

610 W. Burr Oak St., P.O. Box 85 Centreville, MI 49032 By: David W. Mostrom (269) 467-6348

Exhibit A

A 10-FOOT-WIDE UNDERGROUND FIBER EASEMENT, LOCATED IN THE CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

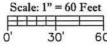
COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF LOT 1 OF THE PLAT OF WALTER W. SAUER ADDITION (LIBER 4 OF PLATS, PAGE 12) AND RUNNING THENCE S89°42'49"E (RECORDED AS N89°41'15"E), ALONG THE SOUTH LINE OF SAID PLAT, 90.90 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THE CENTERLINE OF THE EASEMENT RUNS THENCE N52°01'18"E 58.00 FEET; THENCE N00°18'23"E 6.20 FEET TO THE SOUTH WALL OF THE MICHIANA WOMEN'S CENTER AND POINT OF ENDING.

SUBECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR'S NOTE:

Bearings are based on the State Plane Coordinate System - Michigan South Zone.





Michiana Women's
Center

"Walter W. Sauer Addition'
(L.-4 of Plats, P.-12)

M=S89°42'49"E 560.11' R=N89°41'15"E 560'

10-foot wide Utility Easement

y Easement

Othicy Edsement

Sturgis Hospital
Parcel 052-777-192-00

THE CITY OF STURGIS
SECTION 7, FAWN RIVER TWP.
CITY OF STURGIS
ST. JOSEPH COUNTY, MI

LEGEND

- = MAG NAIL SET
- = MAG OR P.K. NAIL FOUND
- O = CAPPED REBAR SET
- = REBAR FOUND
- Δ = STAKE ON LINE
- = CONC. MONUMENT FOUND
- R = RECORDED DIMENSION
- M = MEASURED DIMENSION



MOSTROM & ASSOC., INC.

Prepared by:

David W. Mostrom, P.S.

Mostrom & Assoc., Inc.
610 W. Burr Oak Street
Centreville, MI 49032 (269) 467-6348
28 W. Chicago Street, Suite 3-I
Coldwater, MI 49036 (517) 279-9707
Email: info@mostromsurvey.com
Web: www.mostromsurvey.com

NOTE: COPYRIGHT©MOSTROM & ASSOC., INC. All rights reserved. No part of this map may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without an original signature and seal are not valid.

"Parkside Addition" (L.-4 of Plats, P.-5)

EASEMENT

Sturgis Hospital, Inc., 916 Myrtle Avenue, Sturgis, Michigan 49091, Party of the First Part, in considering of Ten and 00/100 (\$10.00) Dollars to them 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 convey and warrant to the Party of the Second Part, its successors and assigns, FOREVER, the easement and right to install and maintain underground fiber lines, together with the usual services, connections, and accessories, over and across the following described parcel of land situated in the City of Sturgis, St. Joseph County, Michigan, described on Exhibit "A" and mapped on Exhibit "B" attached hereto and incorporated herein by reference with reasonable ingress and egress thereto, 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.

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).

, 2025.	have set their hands and seals this day of
	Jeremy Gump, Board President
	PARTY OF THE FIRST PART
	CITY OF STURGIS
	Totale service - pares - page of present press.
	By:Frank Perez, Mayor
	Kenneth Rhodes, Clerk
	PARTY OF THE SECOND PART
STATE OF MICHIGAN)	
COUNTY OF ST. JOSEPH) SS:	
said County, appeared JEREMY GUMF	, 2025, before me, a Notary Public in and for P, to me personally known, who, being by me duly sworr within instrument as his free act and deed.
	Julie Burkey, Notary Public St. Joseph County, Michigan Acting in St. Joseph County, Michigan My Commission Expires:
STATE OF MICHIGAN)) SS:	
COUNTY OF ST. JOSEPH)	
who, being by me duly sworn, did each Clerk of the CITY OF STURGIS, the co- instrument, and that the seal affixed to corporation; and that said instrument was	, 2025, before me, a Notary Public in and for and KENNETH RHODES, to me personally known, for himself say that they are respectively the Mayor and proporation named in and which executed the within said instrument is the corporation seal of said as signed and sealed on behalf of said corporation by aid FRANK PEREZ and KENNETH RHODES are free act and deed of said corporation.
	Julie Burkey, Notary Public St. Joseph County, Michigan Acting in St. Joseph County, Michigan My Commission Expires:

Prepared in the offices of: Mostrom & Assoc., Inc. 610 W. Burr Oak St., P.O. Box 85 Centreville, MI 49032 By: David W. Mostrom (269) 467-6348

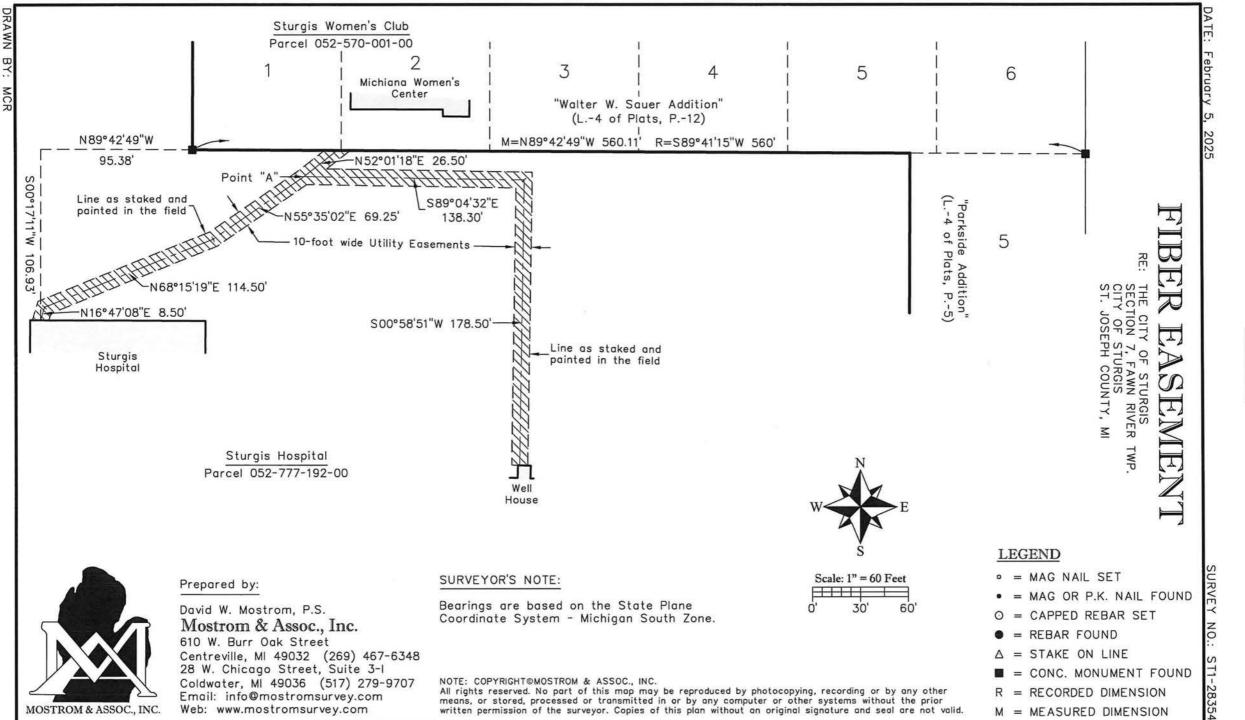
Exhibit A

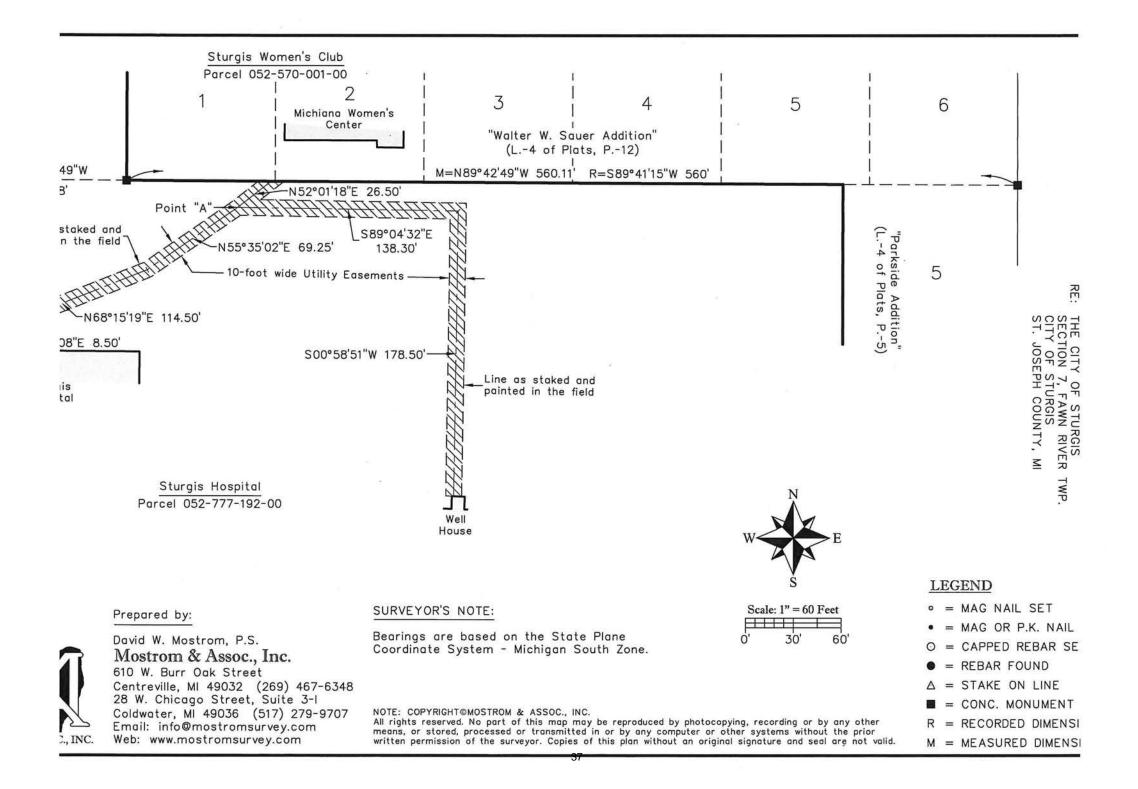
A 10-FOOT WIDE UNDERGROUND FIBER EASEMENT, LOCATED IN THE CITY OF STURGIS, ST. JOSEPH COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF LOT 1 OF THE PLAT OF WALTER W. SAUER ADDITION (LIBER 4 OF PLATS, PAGE 12) AND RUNNING THENCE N89°42'49"W (RECORDED AS S89°41'15"W), ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PLAT, 95.38 FEET; THENCE S00°17'11"W 106.93 FEET TO A POINT ON THE NORTH WALL OF THE STURGIS HOSPITAL BUILDING AND POINT OF BEGINNING OF THIS DESCRIPTION; THE CENTERLINE OF THE EASEMENT RUNS THENCE N16°47'08"E 8.50 FEET; THENCE N68°15'19"E 114.50 FEET; THENCE N55°35'02"E 69.25 FEET TO POINT "A"; THENCE N52°01'18"E 26.50 FEET TO THE SOUTH LINE OF SAID LOT 1 AND POINT OF ENDING.

ALSO: ANOTHER 10-FOOT WIDE UNDERGROUND FIBER EASEMENT, THE CENTERLINE OF WHICH BEGINS AT SAID POINT "A" AND RUNNING THENCE S89°04'32"E 138.30 FEET AND S00°58'51"W 178.50 FEET TO A POINT ON THE NORTH WALL OF THE WELL HOUSE AND POINT OF ENDING.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.





Agenda Item 8D



Sturgis Neighborhood Program

Neighbor2Neighbor

SPRING FLING



Clean up your space and get ready for spring with this **FREE** dumpster day!

SATURDAY, MAY 3 | 8:00 AM - 12:00 PM

OR UNTIL DUMPSTERS ARE FULL

FIRST COME/FIRST SERVED

City of Sturgis DPS Building 805 N. Centreville Road

Eligibility: Must be a resident of the City of Sturgis and provide proof of address.









Prohibited Items:

- Toxic/Hazardous Chemicals
- Batteries
- Freezers, Refrigerators, A/C Units
- Paint or Paint Cans
- Used Motor Oil and Filters
- Tires
- Construction Materials
- Yard Waste

Agenda Item 10A

Event	Event Date	Day	Event Time	Chamber of Commerce Special Liquor License	Car Show US-12 No-Parking*	North Street Closure**	Pleasant Ave Closure***	Sandwich Board Signs and Banners	Other Requests and Notes
Art Around Town Auction and Winter Wine Down	March 21st	Fri.	5:30 pm to 9:00 pm	N	N/A	N/A	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	Temporary closure of four parking spaces on US-12 for food trucks. 2:00 pm to 10:00 pm on the corner of Pleasant Ave. and U.S. 12
Sturgis Spring & Food Expo	April 11th	Fri.	5:30 pm to 9:00 pm	N	N/A	N/A	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	
Spring Cruise-In and Eats	May 9th	Fri.	5:30 pm to 9:00 pm	N	2:00 pm to 10:00 pm	2:00 pm to 11:00 pm	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	
Bourbon, Bacon, and Blues	May 23rd	Fri.	5:30 pm to 10:30 pm	Y	N/A	noon to midnight	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	Temporary no parking on John St. (North to Clay) all day; closure of John St. (North to Clay) from 2:00 pm to midnight. Closure includes intersection of North and John St.
Movies on North	June 6th	Fri.	5:30 pm to 9:00 pm	N	N/A	2:00 pm to 11:00 pm	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	
Sturgis Fest (Not a DDA Event)	June 24th - 28th	Tues Sat.	Various	Y	N/A	N/A	N/A		Liquor licenses scheduled for June 25th and 26th. Other Sturgis Fest requests to be brought separately.
MI Art Fest	July 11th	Fri.	5:00 pm to 9:00 pm	N	2:00 pm to 10:00 pm	noon to 11:00 pm	2:00 pm to 10:00 pm	Intersection U.S. 12 and Nottawa/Pleasant Ave.	
Dog Days of Summer	July 25th	Fri.	5:30 pm to 9:00 pm	N	N/A	2:00 pm to 11:00 pm	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	Use of Free Church Park noon to 10:00 pm
Summer Flicks & Eats	August 8th	Fri.	5:30 pm to 9:00 pm	N	2:00 pm to 10:00 pm	2:00 pm to 11:00 pm	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	
Summer's End/Classic Car Cruise-In/Gran Baile	September 12th	Fri.	5:30 pm to 9:00 pm	N	2:00 pm to 10:00 pm	2:00 pm to 11:00 pm	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	Use of Free Church Park and City barricades for the Gran Baile during the event; liquor license for this area
Sturgis BBQ Fest	September 27th	Sat.	noon to 7:00 pm	Y	N/A	8:00 am to 10:00 pm	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	Temporary no parking on John St. (North to Clay) 9/26 at 2:00 pm; closure of John St. (North to Clay) from 9/26 at 5:00 pm to 9/27 at 10:00 pm
Sturgis Spooktacular Fest	October 24th	Fri.	4:00-9:00pm	N	N/A	2:00 am to 10:00pm	2:00pm to 10:00pm	Intersection U.S. 12 and Nottawa/Pleasant Ave.	
Chocolate in the City	November 14th	Fri.	5:30-8:00pm	N	N/A	N/A	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	Temporary closure of four parking spaces on US-12 for food trucks. 2:00 pm to 9:00 pm on the corner of Pleasant Ave. and U.S. 12
Kristkindlmarkt	December 4th - 6th	Multi	3 Day Event	N	N/A	N/A	12/3 - 12/8	Intersection U.S. 12 and Nottawa/Pleasant Ave.	Temporary closure of four parking spaces on US-12 for food trucks. 2:00 pm to 10:00 pm on the corner of Pleasant Ave. and U.S. 12
Dashing through Downtown	December 5th	Fri.	4:00-9:00pm	N	N/A	N/A	N/A	Intersection U.S. 12 and Nottawa/Pleasant Ave.	Use of Free Church Park noon to 10:00 pm

All events include use of City barricades, trash cans, picnic tables, etc. as needed as well as use of electric and water utilities. Staff time for drop off and pickup of barricades assumed.

^{*} Unless otherwise noted, includes all downtown parking spaces on US-12 from Jefferson St. to Monroe St.

^{**} Unless otherwise noted, includes closure of North St. from US-12 to John Street and temporary no parking in a portion of City Parking Lot 4
*** Unless otherwise noted, includes closure of Pleasant Ave. from US-12 to first parking lot enterance

Agenda Item 10B



RECOMMENDATION OF AWARD

March 4, 2025

Brandon Schrader City of Sturgis 130 N. Nottawa Sturgis, MI 49091

WWTP Blower Room MCC Replacement Project

Dear Mr. Schrader:

The City of Sturgis received bids for the WWTP Blower Room MCC Replacements project on March 3, 2025. The project includes improvements to the Blower Room at the City's Wastewater Treatment Plant. Blower Room improvements include demolition of the existing MCC, lighting panel, and transformer and replacement with new combination motor starters for existing loads, new lighting fixtures and panel, and a new transformer. A total of three (3) bids were received, as shown on the attached Bid Tabulation. The apparent low bid was submitted by CT Electrical Services Inc. of Kalamazoo, MI, in the amount of \$33,150.00.

We conducted a post-bid interview with the low bidder to review their bid, scope of work, schedule, and commitments. Based on our review, their references, and project experience, we are confident that they are capable of executing a quality project for the City of Sturgis. We recommend awarding CT Electrical Services Inc. the project in the amount of \$33,150.00.

The 45-day bid hold period ends on April 17, 2025.

Please feel free to call me with any questions.

Sincerely,

FLEIS & VANDENBRINK

Ste Wn

Steven Walker, P.E. **Process Engineer**

Enclosure:

Sturgis WWTP Bid Tab 03-03-25



City of Stugis WWTP Blower Room MCC Replacement BID TABULATION

 Bid Date
 3/3/2025

 Bid Time
 4:00 PM

 Contract
 C1

	Base Bid		
Contractor Name	Amount	Bid Form Signed	Bid Bond Included
CT Electrical Services Inc.	\$ 33,150.00	X	X
Hi-Tech Electric	\$ 49,390.00	X	X
Martell Electric, LLC	\$ 163,960.00	Х	Х

Apparent Low Bid	\$	33,150.00
Apparent Low Contractor	CT Electrical	Services Inc.

47

WWTP Blower Room MCC Replacement

590 - Wastewater	TOTAL PROJECT
------------------	---------------

FY 2024-2025				Notes
BUDGETED FUNDS				
WWTP-MCC Replacement (Blower Building)		\$90,000.00	\$90,000.00	
TOTAL BUDGETED FUNDS		\$90,000.00	\$90,000.00	
PROJECT COSTS				
F&V MSAA #2	Approved 10/9/2024	\$30,700.00	\$30,700.00	F&V Design, Bidding and Construction Services
WWTP Blower Room MCC Replacement	Recommended 3/12/2025	\$33,150.00	\$33,150.00	CT Electrical Services to perform all work outlined in project
10% Contingency	Recommended 3/12/2025	\$3,315.00	\$3,315.00	
TOTAL FY 2024-2025		\$67,165.00	\$33,150.00	
OVER (UNDER) BUDGET FY 2024-2025		(\$22,835.00)		

Agenda Item 10C

LICENSE AGREEMENT

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

The parties agree as follows:

- 1. *Grant of License*. Licensor grants Licensee a nonexclusive, personal, nontransferable, license to use the kitchen and an Additional Instruction Area (the "Facility") located at the Sturges-Young Auditorium and Civic Center, 201 N. Nottawa Rd., Sturgis, Michigan (the "Building") from 7:30 a.m. to 3:00 p.m., Monday through Friday. Licensee accepts said license. "Additional Instruction Area" means any other area of the Building in good faith selected by Licensor where Licensee can hold lecture-type instruction with its students. The Additional Instruction Area will likely change day-to-day, depending on occupancy and use by Licensor's other customers and uses.
- 2. *Use of Facility.* Licensee shall use the Facility solely for teaching a culinary class to high school students. Licensee shall undertake good faith efforts to assure that its use does not disturb or unduly interfere with Licensor's other customers.
 - 3. Term. This Agreement shall commence on July 1, 2025, and terminate on June 30, 2026.
- 4. Cleanup of Facility. Licensee shall be responsible for regularly policing the Facility for cleanliness. After each use, Licensee shall return all equipment to its original location within the Facility and clean/sanitize the Facility. Licensee's obligations include cleaning the range hood regularly, emptying trash in utilized spaces, and cleaning any other areas of the building that are made untidy or dirty as a result of Licensee's use, as well as undertaking any other maintenance or cleaning required to stay compliant with appliable health department guidelines. Licensee shall have no obligation whatsoever to undertake any cleaning made necessary due to Licensor's actions. If Licensee fails to maintain its obligations to clean the facility as provided for in this section, the Licensor may impose a cleanup fee to cover reasonable costs of meeting those obligations.
- 5. *Fee; Security Deposit.* Licensee shall pay Licensor an annual license fee in the amount of **\$11,900.00**, payable in advance by check, cash, or bank transfer before the term commences. Licensee shall not be required to make a security deposit.
 - 6. Compliance with Laws. Licensee shall, in connection with its use of the Facility, comply

License Agreement Sturgis/ISD Page 1 of 3 with all applicable laws, ordinances and regulations, including all health and fire codes, and shall obtain any required permits.

- 7. No Liability; Indemnification. Licensor shall not be liable to the Licensee or Licensee's agents, employees, invitees, patrons, guests, students, or instructors ("Licensee Third Parties") for any personal injury, property damage, or loss of life or property caused by, or arising out of or in connection with, Licensee's use of the Facility, including but not limited to loss resulting from theft. Licensee shall defend and hold the Licensor harmless from and indemnify it against any claim, loss, expense or damage arising out of or in connection with Licensee's use of the Facility and any act or neglect of the Licensee or any Licensee Third Parties. Licensee shall provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Facility, such insurance to afford minimum protection, during the term of this Agreement, of not less than Two Million Dollars (\$2,000,000.00) single limit coverage.
- 8. Equipment. Licensee may, at its own risk, place items of personal property related to kitchen use at the Facility and shall be allowed to keep the items there at all times, as long as same do not constitute any sort of property or personal injury hazard. Licensor shall be allowed to use said personal property without charge; provided, however, that Licensor shall be responsible for any damage to said personal property resulting from Licensor's use. Upon termination of the License, Licensee shall remove all its personal property; provided, however, that Licensee shall not remove any item of personal property if (i) it constitutes a fixture, (ii) its removal is likely to cause damage to the Building, or (iii) its removal would result in an unsightly condition or unsafe condition that a reasonable owner would want to repair.
- 9. *Improvements*. Licensee may make improvements to the Facility only if it obtains Licensor's previous written consent, which Licensor may, subject to Section 10, withhold for any or no reason. Any improvements shall be and remain the sole and exclusive property Licensor, unless agreed upon otherwise by the parties in writing.
- 10. AS IS. The Facility and Building are provided AS IS, with no express or implied representations or warranties whatsoever from Licensor. In this regard, Licensee represents and warrants to Licensor that it has visited the Facility and Building and reasonably believes that they need no or only minor Modifications to make them legal and appropriate for Licensee's intended use. Licensee agrees to be solely responsible for any and all repairs, improvements, modifications, or other alterations required for Licensee to use the license ("Modifications"), including Modifications required or prudent for purposes of compliance with any and all Disability Laws that apply to Licensee's use, it being the parties' understanding that educational uses could make the Facility and Building subject to different disability protections, rights, and responsibilities. Licensor's consent to Modifications intended to comply with Disability Laws shall not be unreasonably withheld. Licensee will indemnify and hold Licensor harmless of and from any and all damages, claims, demands, suits, recoveries, liabilities, costs and expenses (including all court costs and reasonable attorney fees) incurred by Licensor as a result of any Disability Claim by any

License Agreement Sturgis/ISD Page 2 of 3 Person. "Disability Claim" means any claim that the Facility, Building, or Licensee's use thereof violates any Disability Law. "Person" means any person who make the Disability Claim as a result of Licensee's use, including Licensee's actual or potential students or instructors. "Disability Laws" mean any federal or state law that helps people, including students, with disabilities obtain access to public accommodations or to educational opportunities, including but not limited to any state or federal constitutional protections, the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Michigan Mandatory Special Education Act.

- 11. Assignment. Licensee shall not assign this Agreement nor permit any use of the Facility other than as specified in this Agreement without the prior written consent of the Licensor.
- 12. *Miscellaneous*. This Agreement is entered into for the benefit of the listed parties, and is not intended to bestow any benefits on third parties. The parties agree that any claims under this Agreement against either of the parties from third parties shall be barred. Any notice specified in this Agreement shall be deemed properly given if delivered in writing personally or by certified mail to the parties at their addresses listed above, or at any other addresses that may be communicated by the parties to each other in writing. This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements. Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties. The parties agree that PDF or facsimile copies of signatures shall constitute original, binding signatures.

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

	CITY OF STURGIS
Dated:	Ву:
	Its:
	ST. JOSEPH COUNTY INTERMEDIATE SCHOOL DISTRICT
Dated:	By:
	Its:

License Agreement Sturgis/ISD Page 3 of 3