



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, MAY 13, 2026
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

WORK SESSION 5:00 P.M.

1. Organizational Next Steps Discussion

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. Wiesloch Sister City 60th Anniversary – Kenneth Rhodes
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 April 22, 2026 work session as presented.**
 - **APPROVE the minutes from the April 22, 2026 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$2,659,459.99 as presented.**
 - C. PA 425 Property Transfer – 68751 Vinewood Avenue
 - **ADOPT the Transfer of Property from Fawn River Township (Agreement #5) Resolution for 68751 Vinewood Avenue, as presented.**
 - D. 2026 Memorial Day Parade
 - **APPROVE the 2026 Memorial Day Parade requests as presented.**
 - E. Set Public Hearing of Assessment – 2021 W. Congress Street Sidewalk Repair
 - **SET a Public Hearing of Assessment on the 2021 W. Congress Street Special Assessment District #2021-03 at the June 10, 2026 City Commission meeting.**
 - F. Set Public Hearing of Assessment – 2023 W. Congress Street Sidewalk Repair
 - **SET a Public Hearing of Assessment on the 2023 W. Congress Street Special Assessment District #2021-03 at the June 10, 2026 City Commission meeting.**
 - G. Set Public Hearing of Assessment – St. Joseph Street New Sidewalk
 - **SET a Public Hearing of Assessment on the St. Joseph Street Special Assessment District #2025-01 at the June 10, 2026 City Commission meeting.**
 - H. Set Public Hearing of Assessment – St. Joseph Street Sidewalk Repair
 - **SET a Public Hearing of Assessment on the St. Joseph Street Special Assessment District #2025-02 at the June 10, 2026 City Commission meeting.**
 - I. Library on the Lawn
 - **APPROVE the Sturgis District Library’s Library on the Lawn event at Oaklawn Park on July 31, 2026 as presented.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. Public Hearing for DWSRF Project Plan – Barry Cox
 - B. N. Centerville Road Project Contracts – Barry Cox
 - C. WWTP Intermediate Screw Pump Design – Brandon Schrader
 - D. Doyle Roof Bids and Bonding Resolution – Daniel Root
 - E. City Hall Exterior Rehab Bids – Daniel Root
 - F. SYCA Auditorium Curtain Bids – Daniel Root
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

Manager's Report

MAY 13, 2026



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Andrew Kuk
City Manager

Work Session

1. Organizational Next Steps Discussion

Staff: Kenneth Rhodes

With the impending departure of the City Manager in July and resignation of Commissioner Harrington, the City Commission has a number of decisions to make in order to determine a path forward. The intent of this work session is to allow for some discussion of these issues.

- First is addressing the vacant seat of Commissioner Harrington. The Commission Procedural Policy states that “If the resignation will take place within the last six months of a Commissioner’s term, no replacement will be sought.” Commissioner Harrington’s official resignation date was May 10, 2026, which is within six months of the upcoming election date of November 3, 2026. At this time, no advertisement for the position has been released. As a reminder, six of nine Commission seats will be on the November ballot. In addition to the regular positions up for reelection, Commissioner Wickey's seat will be up this November for a two-year term as he was appointed to fill an unexpired term. Commissioner Boring’s seat is up for reelection this cycle because last cycle he was elected to fill a two-year unexpired term. The deadline to submit petitions to be included on the November ballot is Tuesday, July 21, 2026 at 4:00 pm. The deadline to submit a Write-In Declaration of Intent is Friday, October 23, 2026 at 4:00 pm.
- Second is hiring of a new City Manager. This process can include hiring a search firm to handle the process. The Michigan Municipal League (MML) was contacted to seek some advice and options. Included in the packet is a brochure from the MML regarding their Executive Search services, so that you have an idea of what they offer and the associated costs. Also included in your packet is a proposal from Pivot Group Municipal Services that was addressed to the Mayor and City Commission. Other firms the City had contact with previously included Amy Cell, LLC (now a part of Yeo & Yeo HR Advisory Solutions) and Walsh Municipal Services.

- Finally, based on the likely timing of a search, the Commission should also consider options for an interim City Manager. Considerations include whether to appoint a member of current City staff or an outside interim manager. The Michigan Municipal Executives (MME) maintains a list of managers willing to serve an interim role. The MME does not endorse any of the individuals listed or assist with their hiring, but in order to be included in the list, they must be approved by the MME Ethics Committee. How long any interim City Manager would serve will need to be considered.

Information Included in Packet:

1. MML Executive Search Services Brochure
2. Pivot Group Municipal Services Proposal

5. Proclamation

A. Wiesloch Sister City 60th Anniversary

Staff: Kenneth Rhodes

Included in your packet is a Proclamation recognizing the sixty-year relationship between the City of Sturgis and the City of Wiesloch, Germany. The proclamation was signed and presented to representatives of Wiesloch as part of the exchange earlier this month.

Information Included in Packet:

1. Wiesloch 60th Anniversary Proclamation

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for May 13, 2026 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the April 22, 2026 work session as presented.

Consent Agenda Motion:

APPROVE the minutes from the April 22, 2026 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$2,659,459.99 as presented.

8C. PA 425 Property Transfer – 68751 Vinewood Avenue

In 2018, the City of Sturgis and the Township of Fawn River entered an agreement titled “Agreement for Conditional Transfer of Property from Fawn River Township to the City of Sturgis (Agreement #5)”. The Agreement covered properties in Section 6 of Fawn River Township. The Effective Date of the Agreement was January 29, 2018.

As provided for in the Agreement, parcels are transferred to full jurisdiction of the City when certain “trigger events” occur. One trigger event is when the owner of record no longer holds title to such real property after the Effective Date of the Agreement.

68751 Vinewood Avenue is within the agreement area and was sold March 6, 2026. The transfer of full jurisdiction shall be evidenced by filing of resolution(s) in the manner provided in Section 2.1. Attached is a resolution for the parcel which the City Commission may adopt. We have provided a similar resolution to Fawn River Township. The sequence is as outlined below.

Step 1: The City Commission adopts the resolution.

Step 2: Fawn River Township adopts the resolution within 60 days.

Step 3: Both resolutions are filed with the Office of the Great Seal and the St. Joseph County Clerk or, if Fawn River Township has not adopted the resolution, the city files its resolution after a 60 day waiting period.

Fawn River Township parcel #75-005-120-104-00 will become City parcel #75-052-460-104-00.

Consent Agenda Motion:

ADOPT the Transfer of Property from Fawn River Township (Agreement #5) Resolution for 68751 Vinewood Avenue, as presented.

Information Included in Packet:

1. Resolution
2. Exhibit B

8D. 2026 Memorial Day Parade

The local VFW and American Legion are requesting use of South Nottawa Street for the Memorial Day Parade. The route will run from the VFW post on Fawn River Road north on South Nottawa Street to Oak Lawn Cemetery. They request that barricades be dropped off for the parade by DPS at intersections along the route, specifically South Street and E. Fawn River Rd. The groups will provide road guards to set up and take down barricades for the parade. They are also requesting a police escort for the parade. The route is the same

one approved by the Commission in past years. The parade will start at the VFW at 10:30 a.m. on Memorial Day (May 25th).

The VFW and American Legion are also requesting the use of Oaklawn Park during the event, as well as setup and use of the sound system, and waiver of fees for these activities.

Consent Agenda Motion:

APPROVE the 2026 Memorial Day Parade as presented.

8E. Set Public Hearing of Assessment – 2021 W. Congress Street Sidewalk Repair

Sidewalks were repaired during the 2021 W. Congress Street Reconstruction project. The sidewalk repair costs for the project have been identified for those properties within Assessment District #2021-03 established by the City Commission at the May 12, 2021 City Commission meeting. We are ready to set the Public Hearing to spread the actual costs of this portion of Assessment District #2021-03. A letter will be sent to each property owner in the assessment district notifying them of the Public Hearing and the final as-built cost.

Consent Agenda Motion:

SET a Public Hearing of Assessment on the 2021 W. Congress Street Special Assessment District #2021-03 at the June 10, 2026 City Commission meeting.

8F. Set Public Hearing of Assessment – 2023 W. Congress Street Sidewalk Repair

Sidewalks were repaired during the 2023 W. Congress Street Reconstruction project. The sidewalk repair costs for the project have been identified for those properties within Assessment District #2021-03 established by the City Commission at the May 12, 2021 City Commission meeting. We are ready to set the Public Hearing to spread the actual costs of this portion of Assessment District #2021-03. A letter will be sent to each property owner in

the assessment district notifying them of the Public Hearing and the final as-built cost.

Consent Agenda Motion:

SET a Public Hearing of Assessment on the 2023 W. Congress Street Special Assessment District #2021-03 at the June 10, 2026 City Commission meeting.

8G. Set Public Hearing of Assessment – St. Joseph Street New Sidewalk

New sidewalk was constructed during the 2025 St. Joseph Street Reconstruction project. The construction costs have been identified for those properties within Assessment District #2025-01 established by the City Commission at the April 9, 2025 City Commission meeting. We are ready to set the Public Hearing to spread the actual costs of assessment District #2025-01. A letter will be sent to each property owner in the assessment district notifying them of the Public Hearing and the final as-built cost.

Consent Agenda Motion:

SET a Public Hearing of Assessment on the St. Joseph Street Special Assessment District #2025-01 at the June 10, 2026 City Commission meeting.

8H. Set Public Hearing of Assessment – St. Joseph Street Sidewalk Repair

Sidewalks were repaired during the 2025 St. Joseph Street Reconstruction project. The sidewalk repair costs for the project have been identified for those properties within Assessment District #2025-02 established by the City Commission at the April 9, 2025 City Commission meeting. We are ready to set the Public Hearing to spread the actual costs of Assessment District #2025-02. A letter will be sent to each property owner in the assessment district notifying them of the Public Hearing and the final as-built cost.

Consent Agenda Motion:

SET a Public Hearing of Assessment on the St. Joseph Street Special Assessment District #2025-02 at the June 10, 2026 City Commission meeting.

8I. Library on the Lawn

The Sturgis District Library is requesting use of Oaklawn Park amphitheater and area surrounding the amphitheater for a community read together event on Friday, July 31, 2026. This event is to help promote early literacy, reading together as a family and as a community. They plan to have guest readers and will be providing free books. They are requesting use of the amphitheater, sound equipment and electric service for the event. The event will also include City-approved food trucks. This is a free event, open to the community.

Consent Agenda Motion:

APPROVE the Sturgis District Library's Library on the Lawn event at Oaklawn Park on July 31, 2026 as presented.

10. New Business

A. Public Hearing for DWSRF Project Plan

Staff: Barry Cox

OPEN PUBLIC HEARING

In February, the City Commission approved a request to work with Fishbeck, Inc. to develop a Drinking Water State Revolving Loan Fund (DWSRF) Project Plan. The DWSRF Project Plan is a detailed plan of projects to be built using loan funding. The DWSRF Project Plan is good for five years once completed and approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The City must submit their project plan to EGLE by June 1st and a public hearing is required on the draft DWSRF Project Plan prior to that date for public comments to receive responses in the final project plan submittal. The City posted the plan's availability on April 29th on the City's website to receive public comment and publicize the public hearing.

A copy of the draft Project Plan is included in your packet. The primary project contemplated in the plan is replacement of lead service lines in the area bounded by E. Lafayette, N. Lakeview, E. Chicago Rd., and N. Nottawa Street. As previously discussed, this includes approximately 477 service lines that need to be replaced. Jeremy Kramer from Fishbeck, Inc. will attend the meeting to provide an overview of the required information for the public hearing and a project plan summary. He will also be available to answer any questions the public or City Commission may have regarding the project plan.

Following the public hearing, City staff is recommending the Commission adopt the resolution for the DWSRF Project Plan as drafted. This includes adopting the project plan and "selected" alternative for the project as outlined in the plan. The plan reviews several alternatives for projects to be constructed before ultimately providing a recommended or "selected" alternative. The resolution also designates an authorized representative related to the Project Plan, which staff is recommending be the City Clerk.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution Adopting the DWSRF Project Plan for Water System Improvements and Designating an Authorized Project Representative.

Staff Recommendation:

ADOPT

Included in your packet:

1. DWSRF Project Plan Presentation
2. Draft DWSRF Project Plan
3. Project Plan Resolution

10. New Business

B. N. Centerville Road Project Contracts

Staff: Barry Cox

Sturgis received a Small Urban grant for up to \$385,000.00 to mill and resurface N. Centerville Road in 2026. Improvements will resurface N. Centerville Road from US-12 to just north of W. Lafayette Street by the Kirsch Airport Terminal building. ADA sidewalk ramp work will take place from Neuman Avenue to W. West Street. In addition, curb and gutter replacement & ADA ramps will be installed at the pedestrian crossing for Abbott Manufacturing.

The project's bid letting was on May 1, 2026. The project bid tab is included in your packet. The total estimated cost for the project was \$455,220.00. The low bid for the project was from Rieth-Riley at \$309,061.20. This is 32% below the construction estimate.

Included in your packet is a contract document from the Michigan Department of Transportation (MDOT) for the N. Centerville Road Resurfacing Project. Under MDOT Small Urban projects, MDOT selects the low bid for award and hires the contractor. MDOT then has a contract with the City outlining payment and responsibilities pertaining to the project.

As outlined in the contract, the City will receive an amount such that 81.85%, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of construction contract in Federal Surface Transportation funds. Based on the as-bid amounts, currently the City's share of the project's construction cost will be \$56,094.61 plus costs for construction engineering, contract administration, and construction material testing.

The City needs construction oversight, project administration, and material testing in accordance with MDOT Local Agency Program requirements. Included in your packet is MSA Amendment #3a with Fleis & VandenBrink for construction phase services associated with the project. Total cost of the amendment is \$70,800.00.

The amendment cost includes material testing using a 3rd party testing firm, who will bill Fleis and VandenBrink Engineering. Material testing will include testing for aggregate material gradation, aggregate material compaction, concrete compressive strength, and asphalt compaction density. Fleis and VandenBrink contracting for material testing will improve coordination between onsite inspector and testing firm and eliminate City staff procuring these services.

Finally, City staff is requesting a contingency budget of \$31,000.00 or approximately 10% of the construction contract for this project.

Included in your packet is a budget and costs spreadsheet for the project. In the fiscal year 2026 budget the City allocated \$177,000.00 for this project from the Major Streets Fund. All current expenses accounted for, including contingency would bring the project under budget by \$19,105.39.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the contract between the City of Sturgis and MDOT (#26-5137) for the completion of the N. Centerville Road Resurfacing Project and AUTHORIZE City Manager Andrew Kuk and Mayor Frank Perez to sign all necessary documents.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY Amendment #3a with Fleis and VandenBrink Engineering, Inc. for construction oversight, project administration, and material testing services on the N. Centerville Road Resurfacing Project in the amount of seventy thousand, eight hundred dollars (\$70,800.00) and AUTHORIZE the City Manager to sign all necessary documents.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a contingency budget for the N. Centerville Road Resurfacing Project in the amount of thirty-one thousand dollars (\$31,000.00).

Staff Recommendation:

APPROVE, APPROVE, & APPROVE

Included in your packet:

1. MDOT Contract #26-5137
2. Fleis & Vandenbrink Amendment #3a
3. N. Centerville Budget and Cost Spreadsheet

10. New Business

C. WWTP Intermediate Screw Pump Design

Staff: Brandon Schrader

Aligning with WWTP's Asset Management Plan (AMP), Intermediate Clarifier No. 1 Screw Pump has been identified for replacement. The screw pump was installed in 1985 and runs 24/7 while Intermediate Clarifier No. 1 is in service. The pump lifts flow from the contact stabilization basin into Intermediate Clarifier No. 1.

The project was originally budgeted for fiscal year 2026, but after receiving updated quotes the project will need to be moved to fiscal year 2027 due to increased equipment and installation costs. This project will be included in the budget for next year at the revised project amount. Despite this delay, design for the project is being recommended for completion in 2026.

Staff reached out to Fleis & VandenBrink (F&V) for a proposal to provide design, bidding, and construction phase services for this replacement project. F&V provided Professional Services Agreement Amendment No. 9 in the not-to-exceed amount of \$51,800.00 for this work. Costs for these services will be covered with the \$1 million budgeted for the screw pump replacement in fiscal year 2026.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY Professional Service Agreement Amendment No. 9 from Fleis & Vandenbrink in the not-to-exceed amount of fifty-one thousand eight hundred dollars (\$51,800.00) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. PSA Amendment No. 9 – Intermediate Clarifier Design

10. New Business

D. Doyle Roof Bids and Bonding Resolution

Staff: Daniel Root and Sadie Griffin

The Doyle Center roof repair was included as part of the current fiscal year capital improvement budget. Staff published a request for information in the summer of 2025 to seek options for the completion of this repair. Three options were presented to the Doyle Center Board to review and make a recommendation how to proceed. Following that recommendation, in January the City Commission was presented with the same options with staff requesting approval to move forward with the bidding process. It was determined by the Commission that a metal roof retrofit was the preferred course of action.

The metal roof retrofit would include the removal of the existing TPO roof materials, installation of new custom purlin system to existing roof purlins, installation of R-19 insulation between purlins, then installation of new concealed fastener, mechanical seam 24-gauge roof panels and specified flashing systems at roof slope transitions. The increased R-19 insulation would likely double the amount of roof insulation, improving the overall efficiency of the HVAC systems and this option comes with a 40-year finish warranty. As drawings and bid specifications for this option were developed, gutters and downspouts for the building were also included.

Bids were advertised on March 25, 2026 on BidNet Direct with staff specifically reaching out to two additional commercial roofing contractors. The bid opening took place on April 20, 2026 with two bids being received. The bid tabulation is included as part of your packet. The low bid for the project is from Newbury Square Construction from Shipshewana, IN in the amount of \$729,702.28. Staff recommends a contingency budget of \$20,000.00 be included for this project.

As previously discussed, the budget for the current fiscal year included \$325,000.00 for the project; an amount that was ultimately significantly below the final estimated cost for the solutions considered. The Commission gave direction to staff to pursue a private placement bond for the project as a method of

financing. The next step in this process is the approval of a resolution of intent to issue the bonds. A copy of the resolution is included in your packet which authorizes the publication of the intent to issue bonds. Approval of the bid for the project will be contingent on securing bond financing.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY proposal from Newbury Square Construction to complete the Doyle Center Roof Retrofit in the amount of seven hundred twenty-nine thousand seven hundred two dollars and twenty-eight cents (\$729,702.28) contingent on securing a private placement bond.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a contingency budget for the Doyle Center Roof Retrofit in the amount of twenty thousand dollars (\$20,000.00).

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Notice of Intent Resolution for Capital Improvement Bonds for the Doyle Roof project as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Invitation to Bid and Plans
2. Bid Tab
3. Notice of Intent Resolution for Capital Improvement Bonds

10. New Business

E. City Hall Exterior Rehab Bids

Staff: Daniel Root

Included as part of the current fiscal year budget was the rehabilitation of the exterior of the City Hall/Sturgis District Library building. This rehabilitation project will include the repair of all damaged areas, cleaning and recoating all of the Exterior Insulation and Finish System (EFIS) surfaces of the building. Several areas on the west side of the building in front of the District Library were repaired in the summer of 2025 due to severe damage, but a wholesale rehabilitation was last completed in 2014 and should be budgeted about every 10 years.

Staff published the bid specifications on March 25, 2026 on BidNet direct and specifically included two contractors that have provided these services to the City in the past. Two bids were received and opened on April 20, 2026. The bids ranged from \$74,800.00 to \$83,979.00. Staff reviewed the bids and determined both met the specified requirements. Staff is recommending approval of the low bid from Premier Caulking of Grand Rapids, MI in the amount of \$74,800.00.

The current fiscal year budget includes \$85,000.00 for the completion of this work. As per the lease agreement with the District Library, the Library will cover 60% of the project cost, or \$44,880.00. The City will cover the remaining \$29,920.00.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid from Premier Caulking to complete the City Hall exterior rehab project in the amount of seventy-four thousand, eight hundred dollars (\$74,800.00) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. City Hall Exterior Bid Tab
2. City Hall Exterior Invitation to Bid

10. New Business

F. SYCA Auditorium Curtain Bids

Staff: Daniel Root

As part of the continued effort to update the Sturges Young Center for the Arts (SYCA), included in the current fiscal year capital improvement budget is the replacement of the stage curtains in the auditorium. Staff developed a comprehensive bid specification with help from vendors that includes replacement of all existing curtains (including the proscenium curtains) and adds side travel curtains to allow the option of black boxing the performance area of the stage. Staff also met with the Auditorium Board and representatives from other performance groups that use the theater on a regular basis to gather input for the curtain replacement. The notice to bid included a base bid for the new curtains, as well as a requested alternate to rehang existing dead hung lights and associated equipment that need to be raised to accommodate new curtain heights.

The invitation to bid was advertised on April 1, 2026, on BidNet Direct. Bids were opened on April 27, 2026 with five bids being received. Bids ranged from \$96,471.83 to \$200,811.00 and were reviewed by City Staff. The low bid when base and alternate pricing is considered was from SLS Production Services, LLC in the amount of \$96,471.83. SLS included the rehanging work as part of their base bid. Staff is recommending approval of the bid from SLS; the City and SLS have worked together on numerous projects at the facility over the years, including upgraded sound systems, stage lights, and the orchestra pit cover.

The current budget includes \$150,000.00 for improvements in the stage area of the theater. Additional work yet to be completed under this budget line is the addition of several receptacle circuits on the stage to better accommodate certain types of acts. This work is estimated at \$10,000.00-\$12,000.00. The curtain project added to the potential electrical work would not exceed \$115,000.00, substantially less than the budgeted amount of \$150,000.00. A budget and costs spreadsheet is included in your packet.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the proposal from SLS Production Services, LLC to replace stage curtains in the amount of ninety-six thousand four hundred seventy-one dollars and eighty-three cents (\$96,471.83) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. SYCA Curtains Bid Tab
2. SYCA Curtains Invitation to Bid
3. SYCA Curtains Budget and Costs Spreadsheet

Noteworthy Meetings / Events

- Agaves Mexican Restaurant Ribbon Cutting | April 24th
- Chamber Board Meeting | April 28th
- SABEA Mock Interviews at SHS | April 30th
- Open Door Gallery/Sturgis Foundation Meeting | May 1st
- Recreation/Doyle/Parks Meeting | May 4th
- DDA Promotions Committee Meeting | May 5th
- DDA Meeting | May 6th

Upcoming Events

- Thurston Woods Village 5K | 9am | May 9th
- MPPA Stakeholders Meeting | Frederick Meijer Gardens | 12pm | May 14th
- Business After Hours – ReMax | 5pm-7pm | May 20th
- Food Truck Fridays Kickoff | City Parking Lot #9 | 5:30pm-9pm | May 29th

**City of Sturgis
City Commission
Work Session**

Agenda Item 1

executive search

Service Overview



“

Our MML consultant was fantastic. The entire process was smooth and efficient. He guided us through every step from figuring out what we needed in a new city manager to evaluating candidates and conducting interviews. He understood what we needed and delivered at every step. We ended up with an excellent hire.”

– Sheila Tomkowiak
Mayor, City of Grosse Pointe

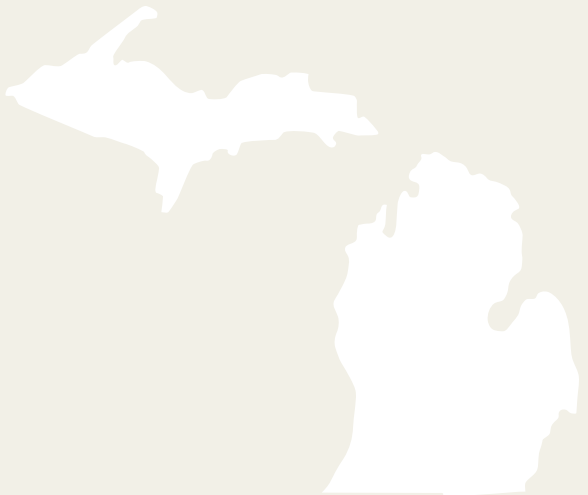




The Michigan Municipal League has been committed to providing the best possible advocacy, resources, and service to Michigan communities since 1899.

We provide our members with the tools and knowledge they need to effectively manage and develop their communities. With the League's intimate knowledge of communities' needs and challenges, we are in a unique position to provide a comprehensive executive search service.

The executive search service is a resource offered to strengthen the quality of municipal government and administration through successful placement of public leaders. The League is invested in the community before, during, and after the search and is dedicated to a long-term partnership. A typical League search takes at least 120 days and is customized to the specific needs of the community.



We love where you live.

Executive Search Overview

Typical Service includes:

- Up to FOUR personal visits with the search facilitator
- Engagement of elected officials, department heads, and staff in the profiling process to facilitate consensus building around the necessary skills, knowledge, attributes, and team leadership expectations
- An extensive community profile and recruitment brochure
- Advanced marketing, including customized online advertising, targeted emails, and the League's social media
- Direct recruitment of passive candidates
- Personal pre-screening of viable applicants and reference checks
- Development of customized interview questions and the candidate selection format/process
- Assistance with the conditional offer of employment, background check, and contract negotiation

Package Price: \$20,000 for members and \$28,000 for nonmembers

Enhanced Service includes:

All Typical Services:

- Up to FIVE personal visits with the search facilitator
- Community roundtables during the profile processes
- Open house during interview process

Package Price: \$23,000 for members and \$30,000 for nonmembers

For a less complex search, the Basic Service includes:

Up to THREE personal visits with the search facilitator, which includes one day dedicated to interviews

- A community profile and recruitment brochure
- Standard marketing and advertising
- Personal pre-screening of viable applicants and reference checks
- Development of customized interview questions and the candidate selection format/process
- Background check

Package Price: \$17,000 for members and \$24,000 for nonmembers

Optional Services (Priced per service in addition to package cost):

- Community outreach meetings and public forums
- Social event or non-traditional setting for candidate screening
- Background checks at point of interview
- Media packet with press releases provided for the local media at key points

Services at a Glance

SEARCH TASKS	Search Levels		
Profiling Process	Basic	Typical	Enhanced
Engagement of Elected Officials	●	●	●
Engagement of Department Heads and Staff		●	●
Engagement of Community Members			●
Review Compensation Package	●	●	●
Standard Candidate Profile and Brochure	●	n/a	n/a
Extensive Candidate Profile and Brochure		●	●
Advertising & Marketing	Basic	Typical	Enhanced
Placement in League Classifieds Website	●	●	●
Standard Advertising (up to 3 job boards)	●	n/a	n/a
Advanced Advertising		●	●
Social Media Announcements	●	●	●
Direct Recruitment of Passive Candidates		●	h

SEARCH TASKS	Search Levels		
Candidate Screening & Selection	Basic	Typical	Enhanced
Pre-Screening Activities/Application Analysis	•	•	•
Develop Standard Interview Format and Questions	•	n/a	n/a
Develop Robust Interview Format and Questions		•	•
Attendance During Interview Process	•	•	•
Assist and Attend Open House Function			•
Extend Conditional Offer w/ Sample Contract	•	•	•
Initiate Contract Negotiations		•	•
Conduct Full 3 rd -party Background Check	•	•	•
OUR GUARANTEE *Available to municipal executives from League full or full associate member communities only	Basic	Typical	Enhanced
Our One-Year Guarantee		•	n/a
Our Two-Year Guarantee			•

We love where you live.



Prepared by the Michigan Municipal League

Emily Kieliszewski
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PIVOT group | Municipal Services

City of Sturgis, Michigan

**A proposal for Mayor Perez
and
City Commission**





3205 Armour St, Port Huron, MI 48060
(810) 300.7147 | Info@ThinkAboutPivot.com
www.PivotGroupMunicipalServices.com

City of Sturgis
130 N. Nottawa
Sturgis, MI 49091

April 25, 20265

Re: Executive Recruitment, City Manager

Dear Mayor Perez and City Commission,

Choosing the City of Sturgis' next City Manager is one of the most important decisions you will make in the upcoming year. At Pivot Group Municipal Services, we take the process of recruiting, robustly vetting, and selecting the best candidate for such a critical position very seriously. With that in mind, we are proud to provide the City of Sturgis with the following proposal to conduct professional services during the search for your next City Manager.

Pivot Group will provide professional vetting of candidates and advocacy of the best possible choice for the City, soliciting candidates from the ranks of various professionals and public policy practitioners across our state and region. We will actively reach out and recruit candidates, bearing in mind that the qualified candidates you desire are not necessarily spending their days looking at job boards or classified ads. We know that Sturgis is a wonderful community, and we believe the opportunity to serve as your next City Manager will garner much interest among qualified professionals.

We provide a one-year placement guarantee. If for any reason the chosen candidate does not work out during their first year on the job, we will redo the search at no cost to the City.

We look forward to collaborating with you during this important process.

Respectfully,

A handwritten signature in black ink that reads "Kris D. Pence".

Kris Pence, Principal

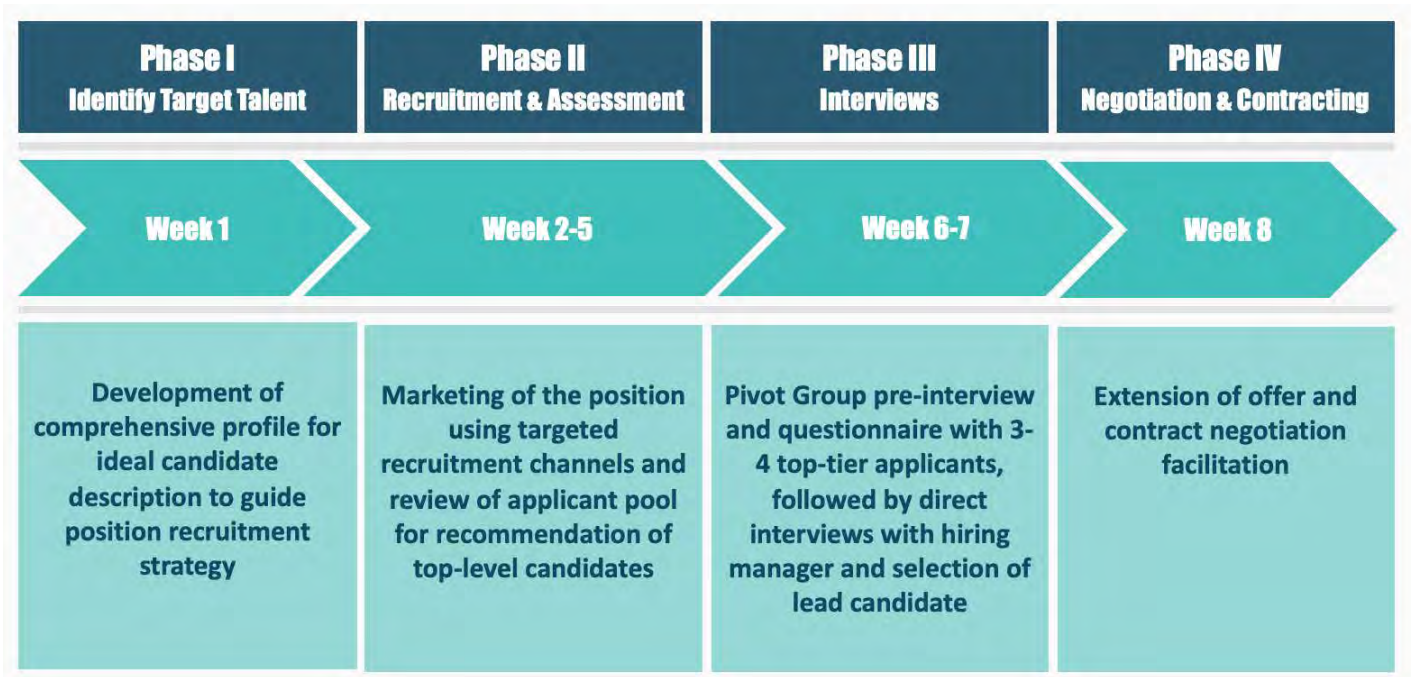
Scope of Services

Pivot Group Municipal Services proposes to provide the following services to the City of Sturgis:

- Develop a public job posting based on consultation with the City of Sturgis and the job description as denoted by the City of Sturgis and ordinances.
- Advertise the job posting on the Michigan Municipal League, Michigan Municipal Executives and the International County/City Management Association websites.
- Market the position to select, top-notch potential candidates and advocate that they apply for the job.
- Pivot Group's principal and lead search members will review applicant résumés and provide a selection of recommended candidates for the Mayor and Commission to review.
- Pivot Group will provide a deep dive into the work history and social media history of all applicants, as well as reference screenings for all applicants. We will also provide a formal criminal and financial background review of the lead candidate.
- Pivot Group will attend an in-person meeting to review candidates and provide guidance.
- Once the Mayor and Commission have narrowed the applicant field to three or four candidates, Pivot Group will conduct pre-interview questionnaires with each top candidate.
- Selected candidates will be invited and scheduled for interviews with the Mayor and Commission.
- Pivot Group will attend an in-person meeting to facilitate the candidate interviews.
- Upon identification of a lead candidate, Pivot Group will provide a criminal background check completed by a certified law enforcement officer in the State of Michigan.
- Pivot Group will facilitate the completion of an Everything DiSC® Management Profile questionnaire, as well as a research-validated personal assessment, and we will offer professional feedback to the Mayor and Commission.
- A sample contract will be provided for the Mayor, Commission, and candidate to review.
- Aid in contract negotiation facilitation will also be provided as necessary.
- Onboarding and transition support services can be added at additional cost, pending individual and organizational need.
- Leader success check-in following six months of employment to aid in transition and performance review.

Executive Search Work Plan

Pivot Group submits the following Executive Search Work Plan to outline the timeline of this recruitment proposal. This structured but flexible process is meant to be adapted as the needs of the City, stakeholders, and potential candidates are taken into consideration.



Phase I: Identify Target Talent

Through in-depth listening assessments, we will learn the “must-have” and “ideal” experiences, traits, and behaviors you are looking for in a City Manager. We will start by interviewing stakeholders and staff members to understand the goals, skills, experiences, and behaviors that are critical and “ideal” for the position. We will also identify the key selling points of the position, organization, and community, which informs the marketing strategy that we will create to pursue a talent pool.

Based on stakeholder assessments, a comprehensive position profile will be prepared for approval. Additionally, we will research the existing compensation and benefits structure as compared to the market. The finalized position profile and compensation will be presented for approval prior to marketing the position.

Phase II: Market the Posting to the Right People, and Assess Applicants

We will use social media and national job boards to promote the opportunity, as well as to promote the amazing aspects of living, working, and playing in and around the City of Sturgis. This will result in the largest possible number of qualified applicants. In addition to searches of executive and professional talent databases, we will perform direct targeted outreach to candidates who might not apply through social media platforms or who might not engage with Michigan Municipal League and other municipal websites. This targeted outreach will help create a deep, diverse pool of qualified and interested candidates.

Upon receipt of applications, we will thoroughly assess the qualifications and suitability of all candidates in an independent and objective manner. We will use a survey, video interview, phone interview, cyber review, reference checks, and background checks to thoroughly assess applicants. We will provide access to and summarize this data for review by relevant decision stakeholders. Select candidates will be recommended for further consideration and as potential interview candidates. Additional assessments can be coordinated, as needed, or directed by the Mayor and Commission.

Phase III: Interviews

We will coordinate an outstanding interview experience of the top three or four candidates, conducted by the City stakeholders, in compliance with current laws. Finalists will have an on-site interview, which can include a wide range of community engagement opportunities and tours. As directed by the Mayor and Commission, we will coordinate schedules, manage candidate communications, and provide on-site logistic support during the on-site interviews. We will thoroughly prepare the Mayor and Commission for the interviews by providing guidance, support, and interview questions customized to the qualities that emerged through the detailed position profile and ideal candidate assessment. We will also provide a comprehensive background review of the selected lead candidate.

Phase IV: Negotiation and Contract Development

We will assist with the negotiation and contract development process, along with other administrative and legal parties. We can provide a sample contract for consideration. Our specific role will be directed by the Mayor and Commission as it relates to an offer extension and the facilitation of contract negotiation. An Everything DiSC® Management Profile will be completed upon offer acceptance.

Optional Phase V: Onboarding and Transition Support

For additional fees, candidate onboarding and support services can be arranged to aid in their successful transition into their new role. We offer a complimentary 360-degree feedback check-in after six months, and we will assist the hiring stakeholder(s) in determining performance expectations.

Executive Search Team

James R. Freed, Lead Executive Recruiter

James has more than 18 years of senior leadership experience in both the public and private sectors. In the private sector, James served as an executive working to grow businesses in southern Michigan. In the public sector, as City Manager of one of Michigan’s larger core communities, he led one of the largest financial turnarounds in state history. James has also led executive recruitments for municipalities ranging in size from six employees to more than 540 employees. This gives him a unique perspective on local government, as well as the needs of the business community.

James holds a Bachelor of Science from Indiana Wesleyan University, with an emphasis in political science, as well as a Master of Business Administration from DeVos Graduate School at Northwood University.



James was among the *Crain’s Detroit Business* “40 Under 40” winners in 2016. In 2017, the Port Huron NAACP awarded him the Martin Luther King “Honorable Mention” for his work on equity and inclusion. And in 2018, the Michigan Chamber Foundation and JCI Michigan included him on their list of Outstanding Young Michiganders.

James has previously served as a keynote speaker for the Michigan Municipal League, West Michigan Policy Forum, and several colleges and universities.

In addition to his formal education, James has proven experience in economic development, community development, government administration, human resources fiscal policy, grant writing, collective bargaining negotiations, project management, environmental protection, and constituent relations.

Kris Pence, Principal

Kris Pence is an organizational development consultant, licensed professional counselor, and award-winning educator. He is passionate about human capital — aiding organizations in the retention of high-value employees and the attraction of new talent. Kris draws on more than a decade of experience teaching political science and public policy, and nearly as much time counseling/consulting with individuals, groups, and organizations.

Pivot Group was started when Kris began consulting with organizations to develop and strengthen their people and processes. He has designed and delivered learning strategies to meet the needs of everyone from frontline employees to members of the boardroom. As his engagement with leaders deepened, it provided opportunities to aid with hiring decisions and subsequently finding talent as well. He has also



assisted with generating organizational change by helping leaders clarify their goals, shift workplace cultures, close performance gaps, and achieve organizational objectives.

Kris holds a Bachelor of Science from Indiana Wesleyan University, with majors in political science, psychology, and history. He also holds a Master of Arts in political science from Miami University of Ohio, as well as a Master of Arts in clinical mental health counseling from Western Michigan University (WMU). He is in the final stages of his doctoral work in counselor education and supervision at WMU. He is a licensed professional counselor (License # 6401015448) and a licensed marriage and family therapist (License # 4151000160) in the State of Michigan.

Darin Dood, Lead Investigator

Darin has spent 22 years working in Michigan law enforcement, 16 of those years as a chief of police. In addition to his experience in community policing and criminal investigations, Darin has also served as a Village Manager/DDA Director and chief administrative officer in our state. This gives him great perspective on what municipalities are looking for during an executive recruitment process.

Darin is an expert in candidate vetting and background investigations. His deep dives into a candidate’s history include criminal, financial, and social media reviews.



Just a few of our recent comments

Pivot Group is leading the Executive Recruitment for the City of Saline's next Director of Public Services. You can learn more about his opportunity here: [Saline Opportunity](#)

Pivot Group is leading the Executive Search for the Village of Birch Run's next Village Manager/ DDA Director

BELDING

Pivot Group led the second round Executive Search for the City of Belding.



Pivot Group led the successful search for the next City Administrator for Crosswell, Michigan.



Pivot Group led successful the search for the next City Manager for Boyerne City, Michigan.



Pivot Group lead the successful search for the City of Albion's new City Manager



Pivot Group successfully lead the recruitment and placement of Montrose' new Village Manager



Pivot Group lead the successful search for the City of Portland's new City Manager



Pivot Group successfully recruited and placed a new Library Director for the Lapeer District Library



The City of Charlotte, Michigan engaged Pivot Group to facilitate their successful executive recruitment for their City Manager, Chief Administrative Officer.



"In a tight talent market, Pivot Group did a great job bringing us quality candidates and ultimately a new quality City Manager. I would not hesitate to hire Pivot Group again in the future. They are very professional, always available, and completely guide you through the process."

-Mayor Deb Marquardt
www.ci.lapeer.mi.us



Pivot Group Municipal Services successfully placed the City Planner | Director of Neighborhood Services for the City of Coldwater, Michigan.
www.coldwater.org



Pivot Group led the City of Northville, Michigan's search for their next Community Development Director.



Pivot Group was retained by the City of Auburn Hills, MI to facilitate the executive search for their next Recreation Director.
www.auburnhills.org



"Pivot Group Municipal Services did an excellent job. Their product was on par with larger and more expensive firms. We are very pleased with their recruitment work and City Manager placement!"

-Mayor Lori Williams
www.stantononline.com

Executive Recruitment – Price Proposal

Executive Recruitment Fee:	
- Scope of Services & Executive Search Work Plan	\$12,400
- Consultant Travel (up to 3 trips)	
Total Recruitment Fee:	\$12,400

The recruitment fee does not include advertising/publication costs, background review (up to \$750), or travel/accommodations for candidates interviewed.

Consultant travel expenses, up to three trips, are included in the price proposal. Possible in-person meetings could include:

1. Stakeholder interviews for position profile and ideal candidate description.
2. Presentation of recommended candidates.
3. Interview process and lead candidate selection dialogue.

Any additional consultant visits requested by the client (beyond the three visits listed above) will be billed at \$100 per hour, \$340 for a half day, or \$680 for a full day. The travel expenses incurred for additional visits will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

1st Invoice upon acceptance of proposal:	40% of the Recruitment Fee
2nd Invoice upon recommendation of candidates:	40% of the Recruitment Fee
Final Invoice upon completion:	20% of the Recruitment Fee plus all expenses

Payment of invoices is due within 30 days of receipt (unless the client advises that its normal payment procedures require 60 days).



Placement Guarantee

Pivot Group is dedicated and committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests that additional candidates be developed for interview consideration. If additional advertising beyond Phase I is requested, the client will be billed for the actual advertising charges.

Upon appointment of a candidate, Pivot Group provides the following guarantee: Should the selected and appointed candidate, at the request of the client or the employee’s own determination, leave the employ of the client within the first 12 months of appointment, we will (if desired) conduct one additional recruitment, billing the client for the cost of expenses and announcements only. This request must be made within three months of the employee’s departure.

Proposal Acceptance

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

The City of Sturgis, Michigan, agrees to retain Pivot Group Municipal Services to conduct City Manager recruitment in accordance with the above proposal. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

City of Sturgis, Michigan

By: _____
Title: _____
Date: _____
Billing Contact: _____
Billing Contact Email: _____

Pivot Group Municipal Services

By: _____
Title: _____
Date: _____

Recent Client References

Paul Moore
Village Manger, DDA Director
Village of Birch Run
(989) 624.5711

Dan Swallow
City Manager
City of Saline

Jeannine Leary
Mayor
City of Belding
(305) 988.7888

Tim Nemecek
Mayor
City of Boyne City
(616) 389.3725

Micheal Duweck
Mayor Pro-Tem
City of Charlotte
(517) 888.3544

Micheal Womack
City Manager
City of Lapeer
(586) 215.0851

Dan Kelly
The Kelly Firm
(248) 655.7025

Bill Marquardt
Board Chair
Lapeer District Library
(810) 240.0546

Jim Barnes
Mayor
City of Portland
(517) 256.3585

Lori Williams
Former Mayor
City of Stanton
(989) 304.1426

Thomas Banks
Mayor
City of Montrose
810.639.6125

Doug Terry
City Manager
City of Albion
(517) 320.5700

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 5A



PROCLAMATION OF THE CITY OF STURGIS

WHEREAS, in 1966, the cities of Wiesloch, Germany and Sturgis, Michigan adopted each other as Sister Cities to promote friendship between their people and to further the peace between America and Germany; and

WHEREAS, in 1967 and again in 1969, the exchange began by sharing musical talents, with the choirs of Wiesloch and Sturgis traveling to and performing in their Sister City; and

WHEREAS, in 1977, students in both cities began participating in the exchange, staying in the homes of their partners for three weeks each, learning from each other, and creating lifelong friendships; and

WHEREAS, over one thousand residents and students, from both Sturgis and Wiesloch, have participated in the exchange over the past sixty years; and

WHEREAS, the exchange has endured over the years because of the strength of the bonds of our friendship; and

WHEREAS, the people of Sturgis and Wiesloch have been enriched with the many years of cultural exchange.

NOW THEREFORE BE IT RESOLVED that the Sturgis City Commission expresses its gratitude to the people of Wiesloch for sixty years of exchange and friendship; and

BE IT FURTHER RESOLVED that the Sturgis City Commission thanks Wiesloch for hosting our residents once again in their wonderful city and hopes to welcome back Wiesloch residents to Sturgis as soon as possible.

Frank Perez, Mayor

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**WORK SESSION - STURGIS CITY COMMISSION
WEDNESDAY, APRIL 22, 2026
WIESLOCH RAUM – CITY HALL**

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

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

Commissioners absent: Smith

Also present: City Manager, City Controller, Community Development Director, City Clerk

Community Development Director Will Prichard provided information on the activities of his department and the current and needed staffing levels. Discussion followed.

The recommendation was to move forward with the hiring of a full time inspector and continue with one part time staff member for property maintenance code enforcement. The Commission had general consensus to move forward with this plan.

The meeting was adjourned at 5:50 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, APRIL 22, 2026
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. Wickey.

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

Commissioners absent: Smith

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

Electric Department Superintendent Chris McArthur explained that the department has once again received two recognitions, the National Award for Outstanding Safety Practices for 2025 and received National Recognition for achieving exceptional electric reliability in 2025 by the American Public Power Association (APPA).

Jordan Smith, Maner Costerisan, presented the annual audit for the fiscal year ending September 30, 2025 and explained that the City received a clean, unqualified opinion.

County Commissioner Ken Malone explained that he will be presenting a proclamation from St. Joseph County to Wiesloch and Sturgis for the 60th Anniversary of the Sister City exchange.

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

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

Moved by Comm. Harrington and seconded by Comm. Bir to approve the Consent Agenda of April 22, 2026 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the April 8, 2026 regular meeting as presented.

B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$2,532,372.85 as presented.

C. Set Public Hearing for DWSRF Project Plan

SET the public hearing for the DWSRF Project Plan on May 13, 2026 at 6pm as presented.

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

City Manager Andrew Kuk and Chamber Director Kari Hatt provided details on the activities of this year's Sturgis Fest. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Wickey to approve the requests for Sturgis Fest 2026 as presented.

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

Electric Department Superintendent Chris McArthur provided details on the bids received by design of a 69kV Transmission Line. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Wickey to approve the bid from Fourth Line Power Engineering for the Nottawa Street 69kV Transmission Line design in the amount of seventy-three thousand five hundred dollars (\$73,500.00) as presented.

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

Electric Department Superintendent Chris McArthur provided details on the proposal of Lawson-Fisher for compliance at the dam. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Wickey to approve the proposal from Lawson-Fisher Associates P.C. for the Sturgis Dam and Hydroelectric Facility Federal Energy Regulatory Commission (FERC) Compliance 2026 in the not-to exceed amount of one hundred twenty-five thousand five hundred dollars (\$125,500.00) as presented.

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

City Controller Sadie Griffin provided information on options for funding the replacement of the Doyle Center roof and potentially other projects. Discussion followed.

The City Commission had consensus to move forward with Option #1 and a private placement bond.

Comm. Harrington explained that she has submitted her resignation and this will be her last meeting.

Comm. Mullins presented the following resolution for censure. Discussion followed.

WHEREAS, it is the explicit duty of all public officials to 1) act in the public's interest; 2) respect the processes required for good governance; 3) dutifully, professionally, and ethically use the power invested in the public office they occupy; and

WHEREAS, the Sturgis City Commission has been reminded time and time again, by our legal counsel, what is proper Commissioner conduct; and

WHEREAS, Mayor Perez has repeatedly ignored those reminders and continued to exhibit unethical

and illegal behaviors; and
WHEREAS, Mayor Perez has admitted this conduct and has not even attempted to offer an apology;
and
WHEREAS, Mayor Perez behavior has undermined the decorum, mutual respect and collaborative spirit that are essential to effective and transparent city governance; and
WHEREAS, all trust in Mayor Perez has been eroded;
NOW, THEREFORE, BE IT RESOLVED, that the Sturgis City Commission condemns and censures Mayor Frank Perez for the above conduct and for making the difficult conditions under which our valued employees work; and
BE IT FURTHER RESOLVED, the Sturgis City Commission urges that all those who serve alongside Mayor Perez recognize this censuring action, and take appropriate care to address all potential and perceived violations of policy and unethical behavior, preventing Mayor Perez from repeating this type of unprofessional behavior that undermines the city's collective progress.

Moved by Comm. Mullins and seconded by Comm. Miller to adopt the resolution for censure as presented.

Voting yea: Boring, Wickey, Miller, Mullins
Absent: Smith

Voting nay: Bir, Harrington, Abbs, Perez
MOTION DEFEATED

Comm. Mullins explained that he would like to remove Mr. Perez as Mayor. The City Attorney explained that if a motion for this were to pass, he would need to research and determine if such an action is allowable. Discussion followed.

Moved by Comm. Mullins and seconded by Comm. Wickey to remove Mr. Perez as Mayor and open nominations for selection of a new Mayor.

Voting yea: Boring, Wickey, Miller, Mullins
Absent: Smith

Voting nay: Bir, Harrington, Abbs, Perez
MOTION DEFEATED

Moved by Comm. Abbs and seconded by Comm. Harrington to go into Closed Session to discuss an attorney opinion and to conduct a periodic personnel evaluation at the request of the employee.

Voting yea: Bir, Boring, Wickey, Harrington, Abbs, Mullins, Perez

Voting nay: Miller

Absent: Smith

MOTION CARRIED

Meeting recessed at 7:44 p.m.

Meeting reconvened at 8:55 p.m.

City Manager Andrew Kuk read a letter of resignation effective July 24, 2026 contingent upon execution of a separation agreement.

Comm. Miller read a prepared statement regarding the resignation and separation agreement.

Moved by Comm. Harrington and seconded by Comm. Bir to accept the resignation of City Manager Andrew Kuk and approve the Separation of Employment as presented.

Voting yea: Bir, Boring, Wickey, Harrington, Abbs, Perez

Absent: Smith

Voting nay: Miller, Mullins

MOTION CARRIED

Moved by Comm. Mullins seconded by Comm. Miller to change the media release wording related to the City Manager resignation to attribute comments from the City Commission as a whole instead of only the Mayor.

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

The meeting was adjourned at 9:03 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: 5/13/2026 Month: 08

Date	Check#	Vendor	VendorName	Amount
04/17/2026	254563M	00296	BENJAMIN & TRACY CARVER	7,987.50
04/28/2026	254564M	05801	ROBERT WEIS JR	600.00
04/24/2026	PR0687M	00061	CITY OF STURGIS PAYROLL	383,135.87
04/15/2026	T18692M	05875	ALERUS FINANCIAL/MERS-STIPEND	3,000.00
04/20/2026	T18693M	04197	MI PUBLIC POWER AGENCY	214,765.00
04/17/2026	T18694M	01238	UNITED PARCEL SERVICE	103.74
04/22/2026	T18695M	03858	FARMERS STATE BANK	7,781.90
04/15/2026	T18696M	05875	ALERUS FINANCIAL/MERS-STIPEND	3,000.00
04/18/2026	T18697M	00449	CENTURY BANK & TRUST	3,463.00
04/24/2026	T18698M	04088	BLUE CROSS BLUE SHIELD OF MI	131,842.08
04/27/2026	T18699M	04197	MI PUBLIC POWER AGENCY	226,757.46
04/24/2026	T18700M	00062	CITY OF STURGIS-EMPLOYEE INS	92,751.94
04/24/2026	T18701M	00063	CITY OF STURGIS TAX TRANSFER	21,118.97
04/24/2026	T18702M	00064	INTL CITY MGMT ASSOC RETR CORP	10,956.16
04/24/2026	T18703M	00065	DOYLE MEMBERSHIP TRANSFER	3,063.58
04/24/2026	T18704M	03229	CITY OF STURGIS-WORKERS COMP	7,733.09
04/24/2026	T18705M	05123	COMERICA BANK-INST TRUST SERV	39,005.58
04/24/2026	T18706M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,462.09
04/27/2026	T18707M	01238	UNITED PARCEL SERVICE	381.77
05/01/2026	T18708M	04088	BLUE CROSS BLUE SHIELD OF MI	24,452.01
05/04/2026	T18709M	00197	CITY OF STURGIS UTILITIES	23,665.51
05/01/2026	T18710M	04389	FRONTIER COMMUNICATIONS A	202.46
05/12/2026	T18711M	00197	CITY OF STURGIS UTILITIES	15,779.98
05/01/2026	T18712M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
05/04/2026	T18713M	04389	FRONTIER COMMUNICATIONS A	100.85
05/06/2026	T18714M	03770	MICHIGAN GAS UTILITIES	53.97
05/06/2026	T18715M	03770	MICHIGAN GAS UTILITIES	237.71
05/11/2026	T18716M	04389	FRONTIER COMMUNICATIONS A	114.12
05/20/2026	T18717M	00197	CITY OF STURGIS UTILITIES	11,054.63
05/01/2026	T18718M	03951	SOUTHERN MICHIGAN BANK & TRUST	2,777.89
05/01/2026	T18719M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
05/14/2026	T18720M	04389	FRONTIER COMMUNICATIONS A	18,315.66
05/01/2026	T18721M	04088	BLUE CROSS BLUE SHIELD OF MI	50,168.91
05/11/2026	T18722M	02909	CHARTER COMMUNICATIONS	559.83
05/13/2026	T18723M	03770	MICHIGAN GAS UTILITIES	116.47

Accounts Payable Bill Proof - CITY OF STURGIS, MI
Date: 5/13/2026 Month: 08

05/15/2026	T18724M	03770	MICHIGAN GAS UTILITIES	94.69
05/13/2026	T18725M	04389	FRONTIER COMMUNICATIONS A	103.80
05/18/2026	T18726M	04389	FRONTIER COMMUNICATIONS A	604.00
05/14/2026	T18727M	04389	FRONTIER COMMUNICATIONS A	974.00
05/14/2026	T18728M	04389	FRONTIER COMMUNICATIONS A	102.40
05/10/2026	T18729M	04421	AT&T MOBILITY	679.17
05/20/2026	T18730M	00197	CITY OF STURGIS UTILITIES	7,147.98
05/04/2026	T18731M	04197	MI PUBLIC POWER AGENCY	224,099.54
05/11/2026	T18732M	04389	FRONTIER COMMUNICATIONS A	252.29
05/11/2026	T18733M	03511	WASTE MANAGEMENT	2,383.03
05/01/2026	T18734M	06676	ARGENT INSTITUTIONAL TRUST CO	176,690.63
05/19/2026	T18735M	03770	MICHIGAN GAS UTILITIES	1,214.53
05/04/2026	T18736M	01127	STATE OF MICHIGAN	359.34
05/01/2026	T18737M	00449	CENTURY BANK & TRUST	6,221.68
05/21/2026	T18738M	03770	MICHIGAN GAS UTILITIES	434.76
05/21/2026	T18739M	03770	MICHIGAN GAS UTILITIES	72.95
05/22/2026	T18740M	03770	MICHIGAN GAS UTILITIES	186.46
05/22/2026	T18741M	03770	MICHIGAN GAS UTILITIES	421.06
05/17/2026	T18742M	04421	AT&T MOBILITY	150.58
05/01/2026	T18743M	06290	MEDPRO WASTE DISPOSAL LLC	31.57
05/22/2026	T18744M	04389	FRONTIER COMMUNICATIONS A	97.73
05/08/2026	T18745M	04088	BLUE CROSS BLUE SHIELD OF MI	33,589.90
05/11/2026	T18746M	04197	MI PUBLIC POWER AGENCY	231,063.62
Manual Total				2,002,421.63
05/13/2026	254565	00110	A & K PRINTING & POOLS	435.00
05/13/2026	254566	06228	ACD.NET	705.75
05/13/2026	254567	00002	ALL-PHASE ELECTRIC SUPPLY	66.50
05/13/2026	254568	06102	ALLIED FIRE SALES & SERVICE	243.91
05/13/2026	254569	02334	ALLMAKE BROADCOM	564.00
05/13/2026	254570	05986	ALPHA BUILDING CENTER-NOTTAWA	381.67
05/13/2026	254571	06502	ALPHA OMEGA UTILITY SERVICES	2,117.53
05/13/2026	254572	06119	AMAZON.COM SALES INC	11,647.48
05/13/2026	254573	06318	AMBULANCE BILLING NETWORK LLC	1,109.88
05/13/2026	254574	05224	ANIXTER INC	233.50
05/13/2026	254575	05865	ASH'S FAB LLC	250.00
05/13/2026	254576	02292	ASPLUNDH TREE EXPERT CO	42,580.34
05/13/2026	254577	04421	AT&T MOBILITY	44.60

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05/13/2026	254578	00379	AUTO PARK FORD	1,031.51
05/13/2026	254579	00130	BANDHOLTZ PAINT MFG CO	682.47
05/13/2026	254580	06117	BENITA ANN LEWIS	45.00
05/13/2026	254581	00072	BIRD, SCHESKE, REED & BEEMER,	11,116.48
05/13/2026	254582	00006	BOLAND TIRE INC	14.40
05/13/2026	254583	03327	BOUND TREE MEDICAL LLC	1,702.45
05/13/2026	254584	00138	BS & A SOFTWARE	3,623.00
05/13/2026	254585	05125	CANNON TECHNOLOGIES	76,245.36
05/13/2026	254586	03370	CAR BRITE DISTRIBUTORS	623.40
05/13/2026	254587	06517	CARELINC MEDICAL EQUIP &SUPPLY	135.00
05/13/2026	254588	00364	CAROL DUSTIN	540.00
05/13/2026	254589	06736	CHARDON LABORATORIES INC	1,395.00
05/13/2026	254590	06741	CLARK & SMITH FABRICATION LLC	1,500.00
05/13/2026	254591	06739	COLE MCCANN	900.00
05/13/2026	254592	01861	CORE COMM	179.00
05/13/2026	254593	06325	COTTIN'S HARDWARE	103.37
05/13/2026	254594	03425	CRUISERS INC	17,374.27
05/13/2026	254595	03599	CRYSTAL CLEAN, LLC	250.00
05/13/2026	254596	06158	CULLIGAN WATER OF STURGIS	294.00
05/13/2026	254597	05694	CUMMINS INC	9,262.73
05/13/2026	254598	02005	DELL MARKETING LP	3,673.78
05/13/2026	254599	05437	DIRECT FITNESS SOLUTIONS LLC	300.00
05/13/2026	254600	05745	ERICA VARGAS FILAN	120.00
05/13/2026	254601	04863	EVOQUA WATER TECHNOLOGIES	9,973.50
05/13/2026	254602	06615	FAWN RIVER HVAC LLC	1,188.33
05/13/2026	254603	06744	FINISH LINE PROPERTY SOLUTIONS	843.84
05/13/2026	254604	00776	FLEIS & VANDENBRINK	52,433.69
05/13/2026	254605	06287	FOCAL POINT STUDIOS	5,000.00
05/13/2026	254606	06740	FOURTH LINE POWER ENGINEERING	4,440.00
05/13/2026	254607	02082	GECKO SECURITY LLC	1,070.00
05/13/2026	254608	00183	GRAINGER INC	2,182.61
05/13/2026	254609	06640	GRANDE POINTE POWER CORP LLC	2,620.69
05/13/2026	254610	03806	GREAT LAKES PEST CONTROL	365.00
05/13/2026	254611	04243	GRP ENGINEERING INC	21,029.00
05/13/2026	254612	05349	HIP PADDERS CATERING	286.20
05/13/2026	254613	05222	HOLLAND DEPT OF PS/WMCJTC	1,420.76
05/13/2026	254614	06284	HUFF WELL DRILLING	275.00

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05/13/2026	254615	04922	HUTSON ASSESSING INC	5,354.56
05/13/2026	254616	05522	INTERSTATE BATTERIES-GREAT LKS	75.95
05/13/2026	254617	01101	JANENE KOSMAN	40.00
05/13/2026	254618	06742	JOE REYNOLDS CONCRETE LLC	600.00
05/13/2026	254619	06731	JOEL SMITH	74.50
05/13/2026	254620	05842	JOHN DEERE FINANCIAL	2,872.79
05/13/2026	254621	06217	JOHN J FLOWERS	240.00
05/13/2026	254622	00296	JOSUE E HERNANDEZ PEREZ	30.97
05/13/2026	254623	06482	KENDRICK STATIONERS	145.93
05/13/2026	254624	00889	KENTON KELLEY	135.00
05/13/2026	254625	03757	KIMBALL MIDWEST	1,513.76
05/13/2026	254626	03085	KING'S CARPET CLEANING INC	700.00
05/13/2026	254627	01656	KOORSEN FIRE & SECURITY INC	600.00
05/13/2026	254628	00581	KRONTZ GENERAL MACHINE & TOOL	112.50
05/13/2026	254629	00212	KSS ENTERPRISES	638.50
05/13/2026	254630	05977	LAKELAND INTERNET LLC	106.94
05/13/2026	254631	03256	LIMA ELEVATOR COMPANY INC	25.50
05/13/2026	254632	03944	LINDE GAS & EQUIPMENT INC	93.06
05/13/2026	254633	00220	LITHO PRINTERS INC	679.76
05/13/2026	254634	06464	LRS LLC	2,300.40
05/13/2026	254635	06722	LUMECON LLC	894.34
05/13/2026	254636	05156	M A A C PROPERTY SERVICES	2,779.88
05/13/2026	254637	06726	MANER COSTERISAN	18,500.00
05/13/2026	254638	06250	MARANA GROUP	6,492.59
05/13/2026	254639	03095	MARY DRESSER	60.00
05/13/2026	254640	06349	MERCURY MEDICAL	135.73
05/13/2026	254641	04238	MICHELE KELLEY	144.00
05/13/2026	254642	05121	MICKEY'S LINEN	522.18
05/13/2026	254643	04702	MILLER JOHNSON ATTORNEYS	1,989.00
05/13/2026	254644	05541	MILLER, CANFIELD, PADDOCK	7,032.43
05/13/2026	254645	04014	MILLERS SALES & SERVICE	18.00
05/13/2026	254646	05051	MILSOFT UTILITY SOLUTIONS	4,179.31
05/13/2026	254647	06575	MUSIC EXPRESS	150.00
05/13/2026	254648	00847	MWEA	115.00
05/13/2026	254649	06497	NEDY'S CLEANERS LLC	47.20
05/13/2026	254650	00593	NEWKIRK ELECTRIC ASSOCIATES	172,368.74
05/13/2026	254651	06491	ONLINE INFORMATION SERVICES	152.38

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05/13/2026	254652	03934	OUDBIER INSTRUMENT CO	625.00
05/13/2026	254653	00479	PEERLESS MIDWEST INC	1,300.00
05/13/2026	254654	05042	PLANT GROWTH MANAGEMENT SYSTEM	22,834.68
05/13/2026	254655	00485	POWER LINE SUPPLY	16,192.37
05/13/2026	254656	04251	RAI JETS LLC	1,260.00
05/13/2026	254657	00035	RESCO	4,099.65
05/13/2026	254658	06110	RESILITE SPORTS PRODUCTS INC	1,724.00
05/13/2026	254659	06038	REVOLUTION HEALTH, P.C.	150.00
05/13/2026	254660	05765	SELKING INTERNATIONAL	369.88
05/13/2026	254661	06671	SISTER SISTER CLEANING	1,050.00
05/13/2026	254662	06483	SONIT SYSTEMS LLC	484.81
05/13/2026	254663	01801	STAR CRANE & HOIST	905.00
05/13/2026	254664	05506	STAR INSURANCE COMPANY	720.00
05/13/2026	254665	03774	STATE OF MICHIGAN	90.00
05/13/2026	254666	06682	STATE OF MICHIGAN	8,957.50
05/13/2026	254667	04903	STONECO OF MICHIGAN	297.64
05/13/2026	254668	05171	STUART C IRBY CO	8,400.87
05/13/2026	254669	06487	STURGIS ACE HARDWARE	396.55
05/13/2026	254670	05918	THE STURGIS HISTORICAL SOCIETY	12,116.00
05/13/2026	254671	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
05/13/2026	254672	00507	STURGIS OVERHEAD DOOR & LADDER	195.00
05/13/2026	254673	04140	SWICK BROADCASTING COMPANY	550.00
05/13/2026	254674	06151	THE NAKED SHIRT CUSTOM PRINTNG	760.00
05/13/2026	254675	06719	THE WRIGHT FENCE COMPANY LLC	2,350.00
05/13/2026	254676	05777	TRACE ANALYTICAL LABORATORIES	3,754.96
05/13/2026	254677	06426	TRACY LIVELY LLC	40.00
05/13/2026	254678	05686	TRI-STATE SECURITY LOCKSMITH	324.75
05/13/2026	254679	05085	TURNOUT MANAGEMENT	133.50
05/13/2026	254680	04714	ULINE	873.81
05/13/2026	254681	02110	VRT ENTERPRISES INC	1,842.00
05/13/2026	254682	06272	WEST MICHIGAN BASEBALL	832.32
05/13/2026	254683	06451	WILCOX NEWSPAPERS	170.00
05/13/2026	254684	06480	ZIP'S AW DIRECT	303.99
05/13/2026	D02858	00335	ALTEC INDUSTRIES, INC.	812.02
05/13/2026	D02859	00340	AMERICAN SAFETY & FIRST AID	183.53
05/13/2026	D02860	05462	AUTOZONE STORES LLC	150.34
05/13/2026	D02861	04066	BORDEN WASTE-AWAY SERVICE INC	19,464.00

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05/13/2026	D02862	00077	CARQUEST AUTO PARTS	23.76
05/13/2026	D02863	02983	CINTAS LOCATION #351	1,978.57
05/13/2026	D02864	06316	JONES & BARTLETT LEARNING LLC	311.85
05/13/2026	D02865	00019	KENDALL ELECTRIC INC	2,100.53
05/13/2026	D02866	06026	MID-CITY SUPPLY CO INC	38.43
05/13/2026	D02867	06069	NAPA AUTO PARTS	237.34
05/13/2026	D02868	01411	NCL OF WISCONSIN INC	3,380.80
05/13/2026	D02869	05932	O'REILLY AUTO ENTERPRISES LLC	211.96
05/13/2026	D02870	03091	PRIME QUALITY ELECTRIC LLC	1,851.77
05/13/2026	D02871	06125	THE COPY IMAGE INC	614.95
Automatic Total				657,038.36
Grand Total				2,659,459.99

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 04/19/2026
PR0687M PAYROLL DATE 04/24/2026

GENERAL	\$173,581.21
MAJOR STREET	6,589.76
LOCAL STREET	6,990.14
CEMETERY	5,241.29
AIRPORT	833.83
BUILDING	3,166.25
STURGES-YOUNG CENTER FOR THE ARTS	6,902.24
RECREATION	1,823.27
DOYLE RECREATION CENTER	10,095.93
AMBULANCE	23,533.60
ELECTRIC	107,995.67
SEWER	20,200.13
WATER	13,293.48
MOTOR VEHICLE	2,889.07
Payroll Sub-Total	\$383,135.87

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8C

RESOLUTION
TRANSFER OF PROPERTY FROM FAWN RIVER TOWNSHIP (Agreement #5)

WHEREAS, the City of Sturgis (“City”) and the Township of Fawn River (“Township”) entered into an Agreement for Conditional Transfer of Property (Agreement #5), with an effective date of January 29, 2018; and

WHEREAS, Agreement #5 provides that initially only limited jurisdiction was transferred to the City for certain parcels as described in the Exhibits to Agreement #5, and full jurisdiction over these parcels would transfer immediately from the Township to the City if any one of several stated events occurs; and

WHEREAS, the one of the stated events for the transfer of full jurisdiction over these parcels involves the owner of record of the property within the Transferred Area ceasing to have title to such real property on or after the effective date of Agreement #5 (January 29, 2018); and

WHEREAS, the owner of record on the effective date of Agreement #5 has sold the properties listed below and, accordingly, full jurisdiction of the parcel has been transferred from the Township to the City effective immediately.

NOW THEREFORE, IT IS RESOLVED THAT full jurisdiction for all purposes of the following parcel of land identified below and shown on Exhibit B of Agreement #5 is certified to have been transferred from the Township to the City effective immediately;

Owner	Property Address	Parcel Number (Township)	Parcel Number (City)
Doris J. Hartsell	68751 Vinewood Avenue	75-005-120-104-00	75-052-460-104-00

Legal description of parcel:

The South 35.72 feet of Lot 3, and the North 21.42 feet of Lot 4, Block 10, Maplecrest, according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan in Liber 2 of Plats on Page 9.

Location map of parcel: See attached Exhibit B.

BE IT FURTHER RESOLVED THAT, in accordance with Section 2.1 of Agreement #5, the City Commission hereby certifies that events have occurred transferring full jurisdiction over said parcel to the City, and the filing of this Resolution and either a similar resolution adopted by the Fawn River Township Board or sixty (60) days has passed since this resolution was adopted shall be sufficient to evidence the transfer of full jurisdiction over the above parcel to the City.

BE IT FURTHER RESOLVED THAT, the City Manager is authorized and directed to file certified copies of this Resolution with the Township Clerk, the St. Joseph County Clerk and the Office of the Great Seal of the State of Michigan to evidence that the transfer of full jurisdiction to the City of said parcel has occurred for the records of each such office.

Voting Yea: _____

Voting Nay: _____ **Absent:** _____

RESOLUTION ADOPTED.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

City of Sturgis

Drinking Water State Revolving Fund (DWSRF)
New Project Planning Document

Public Meeting, May 13, 2026



Drinking Water State Revolving Fund (DWSRF)

- The program is designed to assist water suppliers in satisfying the requirements of the Safe Drinking Water Act by offering low-interest loans.
- Administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE)
- Application for funding: Project Planning Document

Purpose of the Meeting

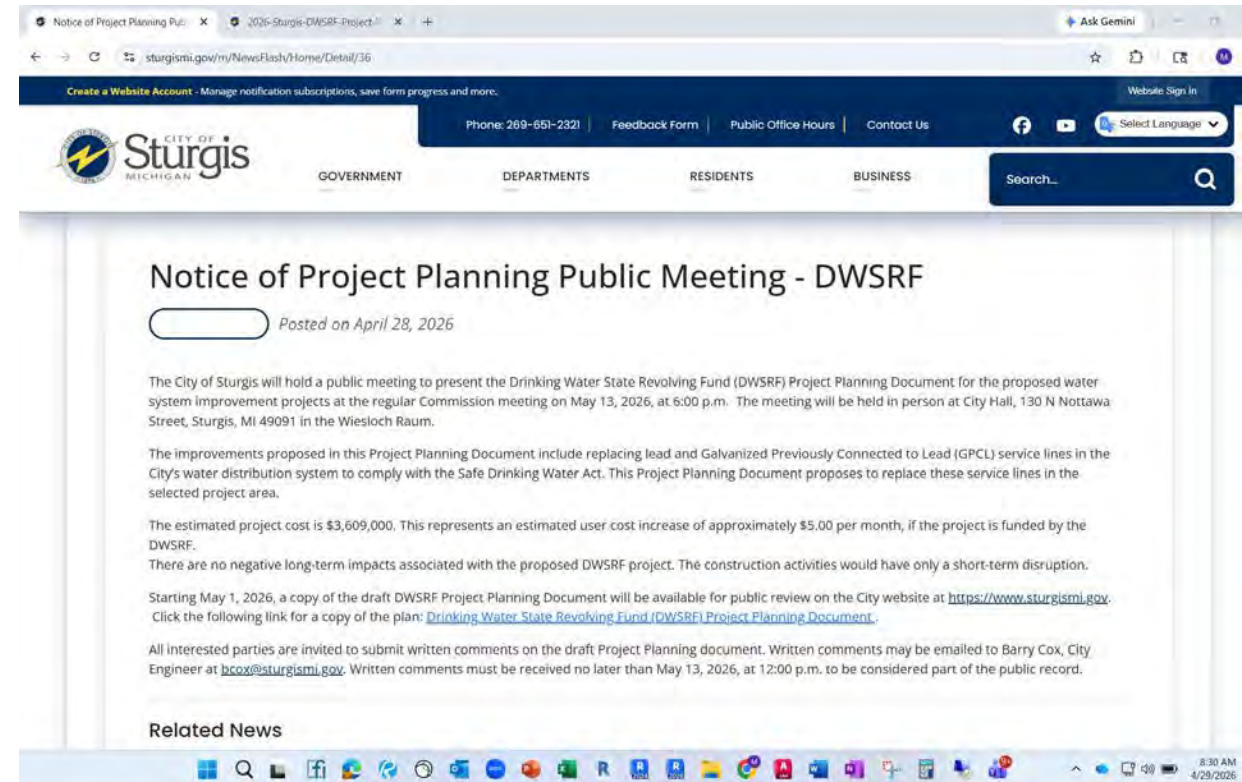
New Project Planning Document Lead Service Line Replacement

- Summary of Project Need
- Project Cost Summary and User Rates
- Construction/Operational Impacts
- Mitigation of Impacts
- Public Comments

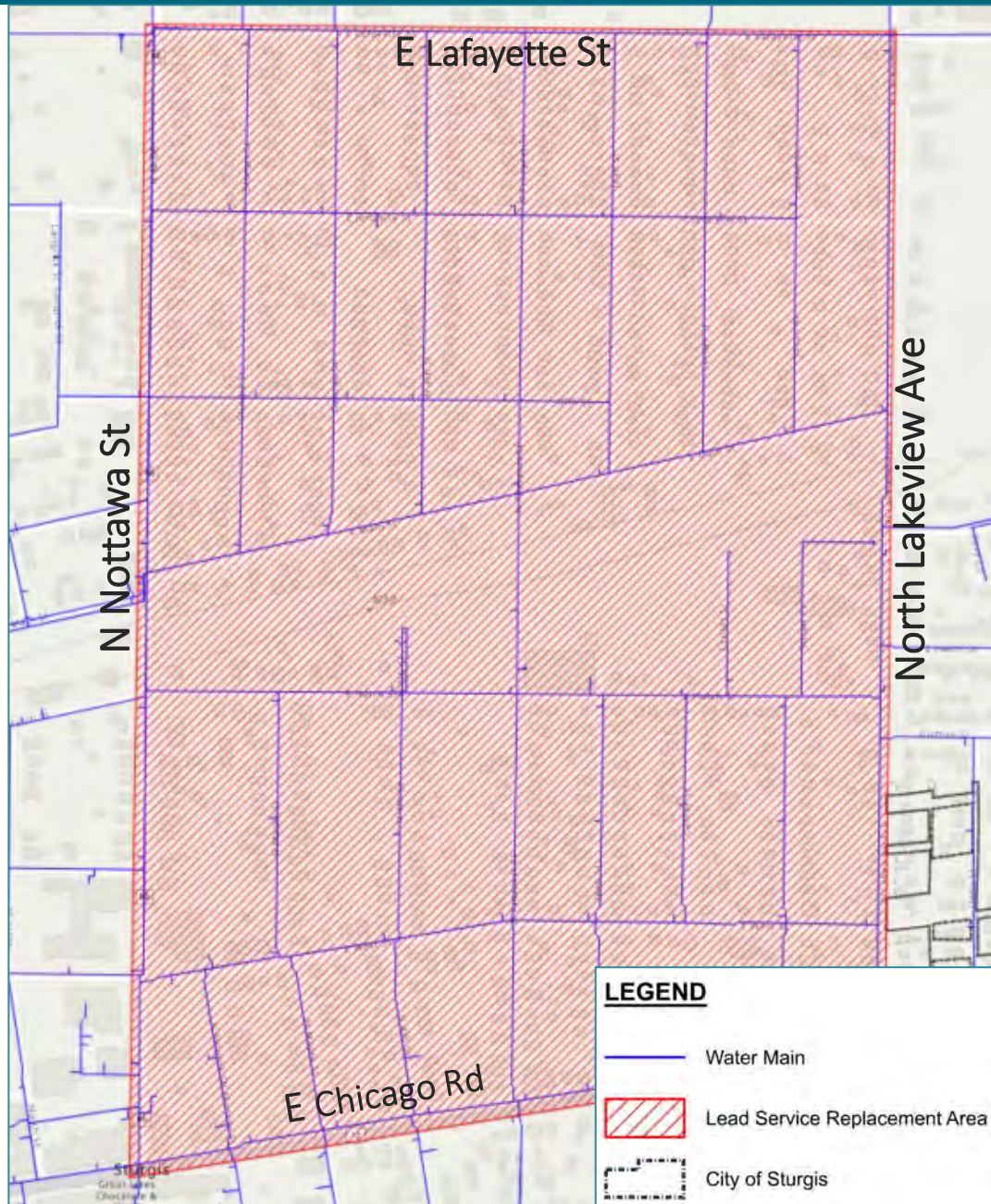


Public Meeting Advertisement

- Posted on the City website.
- DWSRF Project Planning Document also available for public viewing and comments.



Public Meeting Advertisement –April 28, 2026



Lead Service Line Replacement Area

Summary of Project Needs

- Lead Service Lines (LSLs) are known potential public health hazards
- LSLs must be eliminated in the next 10 years to comply with the Safe Drinking Water Act
- The City has indicated approximately 1,500 LSLs
 - 403 have been replaced since 2018
- The City is targeting approximately 477 replacements in the proposed project area

Project Cost Summary and User Rates

- Capital Costs: \$3,223,321
 - Design Life: 50 years
- Estimated Total Project Cost: \$3,609,000
- User Rate Increase: \$5.00 per month

Environmental Evaluation

- **Historic and Cultural Resources**

- No direct historical or archeological impacts are expected.

- **Natural Environment**

- Land/Water Interface -The proposed project will not affect surface water or groundwater quality or quantity
- Agricultural Land- Not adversely impact agricultural land use.
- No Negative Impacts on Wetlands and flood plains are anticipated.
- Endangered Species- No impact on any endangered flora and fauna is anticipated.

- **Social/Economic Impact**

- Positive impact resulting in direct economic benefits.
- Increased water system quality and reliability.
- Compliance with Safe Drinking Water Act.

Mitigation of Impacts

- **Traffic**

- Use of designated traffic routes for construction traffic, as well as flagmen, warning signs, barricades, and cones.

- **Air emissions**

- Use of calcium chloride or water for dust control and proper maintenance of heavy equipment to reduce exhaust emissions.

- **Noise control**

- Use of designated daytime work hours, use of mufflers on all equipment, and minimizing work on weekends and/or holidays.

- **Restoration**

- Areas of grass, curb, sidewalk, and pavement that are disturbed as a result of the proposed project will be restored as closely as possible to their original appearance.
- Erosion and sedimentation control best management practices will be implemented to minimize soil erosion and sedimentation during service line replacement.

Questions?

Thank You



City of Sturgis

Drinking Water State Revolving Fund
Project Planning Document

Project No. 2600323
April 29, 2026

Public Hearing Draft

City of Sturgis Drinking Water State Revolving Fund Project Planning Document

**Prepared For:
City of Sturgis, Michigan**

**April 29, 2026
Project No. 2600323**

Public Meeting Draft

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Appendix 1 – Monetary Evaluation and Present Worth Analysis

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List of Abbreviations/Acronyms

ADD	Average Day Demand
City	City of Sturgis
DWSRF	Drinking Water State Revolving Fund
EGLE	Michigan Department of Environment, Great Lakes, and Energy
GPM	gallons per minute
GPCL	Galvanized Previously Connected to Lead
LSL	lead service line
LSLR	lead service line replacement
MDD	Maximum Day Demand
MG	million gallons
MGD	million gallons per day
SHPO	State Historic Preservation Office
THPO	Tribal Historic Preservation Officer

1.0 Introduction

In February 2026, the City of Sturgis (City) retained Fishbeck to prepare a Drinking Water State Revolving Fund (DWSRF) Project Planning Document for improvements to the City's water system. This document was developed to meet the project planning requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The proposed project includes the replacement of lead service lines (LSLs) within the City's water distribution system to comply with the Safe Drinking Water Act and the Lead and Copper Rule. The City submitted a Complete Distribution Material Inventory to EGLE in October 2024, which identified service lines requiring replacement in accordance with the 2018 revisions to the Lead and Copper Rule and the City's replacement schedule through 2037. This Project Planning Document proposes to replace identified LSLs and Galvanized Previously Connected to Lead (GPCL) service lines within the selected project area.

The total estimated project cost is \$3,609,000.

2.0 Project Background

2.1 Delineation of Study Area

The City is located in St. Joseph County in southwestern Michigan, less than three miles from the Indiana border. Sturgis is approximately one hour south of both Kalamazoo and Battle Creek and northeast of South Bend, Indiana. Geographically, the City is nearly equidistant between Detroit and Chicago.

The study area includes the City limits, as shown in Figure 1. Major surface waters are depicted in Map 1.

2.2 Land Use

The City's Master Plan was updated in 2020 and includes a detailed description of land use and zoning. Land use categories are described in the following sections.

2.2.1 Existing Land Use

Land use in the City is divided into five primary categories: residential, commercial, industrial, exempt, and agricultural. Map 2 depicts existing land use within the City.

2.2.1.1 Residential

The primary purpose of residential land use is to provide housing for the City's population; however, complementary uses such as parks and churches are also permitted. Consistent with traditional land use patterns, historic homes constructed prior to the widespread use of automobiles are located within walking distance of downtown. From this central area, newer residential development extends outward toward the City limits.

Most residential neighborhoods are located east of M-66, closer to parks and public schools than to industrial areas. Currently, 28.7% of the City's land area is designated for residential use. This percentage is relatively low for a city; however, Sturgis includes a large parcel occupied by the Kirsch Municipal Airport, which accounts for a significant portion of the City's land area.

Approximately 4% of residential parcels are classified as vacant, representing 158 properties.

2.2.1.2 Commercial

Commercial land uses in Sturgis are concentrated along major transportation corridors and near complementary industrial areas. These uses comprise approximately 13% of the City's total land area, representing approximately 480 acres across 301 parcels.

Parcel size influences the overall function of commercial districts. In the central business district, smaller parcels arranged in contiguous storefronts contribute to a walkable downtown environment. Differences in parcel size also reflect variations in development patterns, distinguishing areas that support placemaking from those oriented toward convenience-based commercial uses. This distinction is considered by the City when evaluating how to direct economic development resources.

2.2.1.3 Industrial

Sturgis has a long history of manufacturing that is reflected in the extent of land dedicated to industrial use. Approximately 17% of the City's land area is used for industrial purposes, representing approximately 140 more acres than commercial uses.

On average, industrial parcels are approximately five times larger than commercial parcels. Due to their size, appearance, and operational characteristics, industrial areas are generally concentrated near the Kirsch Municipal Airport and extend southward between M-66 and the Michigan Southern Railroad.

Both industrial and commercial land use categories include 34 vacant parcels; however, this represents a greater proportion of the total for commercial uses. The largest concentration of vacant industrial land is located on the east side of M-66 near Auto Park Ford, Oak Press Solutions, and Sturgis Molded Products.

2.2.1.4 Exempt

Public and quasi-public land is defined as property owned by governmental, nonprofit, or religious institutions. In total, 208 parcels, representing approximately 34% of the land in Sturgis, are publicly owned. This percentage is higher than typical due to the presence of the Kirsch Municipal Airport.

Although publicly owned land does not generate revenue for the City's general fund, it enables the City to provide essential services, including education, wastewater treatment, cemeteries, and rights-of-way.

2.2.1.5 Agriculture

There are active agricultural uses within the City limits; however, approximately 225 acres remain classified as vacant agricultural land. Most of these parcels are located along the edges of the City, where Sturgis is surrounded by open land. One exception is a large parcel located between Sturgis Middle School and the Doyle Community Center.

Denser development patterns in the City center, including both residential and commercial uses, help preserve agricultural land over the long term.

2.2.2 Planned Land Use

The vision of the Sturgis community supports employment, retail development, and infrastructure improvements. This includes increasing employment opportunities, expanding retail and restaurant options in the downtown area, and improving City streets.

Maintaining high-quality schools, a low crime rate, and affordable housing will help retain residents, families, and seniors within the City. Implementation is guided by regulatory tools informed by community needs, as expressed by residents, stakeholders, and elected officials.

Planned land use, depicted in Map 3, identifies preferred land use patterns within the City. It provides a framework to guide land use and policy decisions over the next 15 to 20 years and informs updates to the Zoning Ordinance and development review decisions. The plan identifies preferred locations for future development, allowing the City to guide where land uses may expand or contract without establishing regulatory requirements.

Only minimal growth is anticipated within the City. Residential, commercial, and industrial land uses have remained relatively stable. Areas to the south and along the City's fringes are available for growth.

2.3 Population Projections

Table 1 indicates the City’s population trends.

Table 1 – City of Sturgis Population

Year	Population	Annualized % Change
Historic Population ¹		
1930	6,950	-
1940	7,214	3.8%
1950	7,786	7.9%
1960	8,915	14.5%
1970	9,295	4.3%
1980	9,468	1.9%
1990	10,130	7.0%
2000	11,285	11.4%
2010	10,994	-2.6%
2020	11,082	0.8%
2025 Existing	11,302	2.0%
2030 Projection ²	11,527	2.0%
2035 Projection ²	11,756	2.0%
2040 Projection ²	11,989	2.0%
2045 Projection ²	12,228	2.0%

¹Historic Population from U.S. Census Bureau Data.

²Population Projections for Sturgis through 2045 are based on average population growth from 1980 to 2020, for an annual growth rate of 0.39%.

2.4 Water Demand

The City’s customers include those within the City limits, as well as a limited number of customers outside the City. In the future, the distribution system is expected to expand to the southern portion of the City to accommodate anticipated development.

The service area includes residential areas, along with commercial and industrial areas primarily located on the west side of the City. In 2025, the City had 4,002 service connections and approximately 5,010 residential equivalent units.

Water use is primarily residential, accounting for approximately 67% of total demand. Commercial and industrial uses represent approximately 24% and 9% of total demand, respectively. Water use by customer class is summarized in Table 2.

Table 2 – Use by Class (Thousand Gallons)

Customer	2020	2021	2022	2023	2024	Percentage of Total (%)
Residential	221,240	214,802	218,210	231,341	226,175	67%
Commercial	77,630	79,068	76,308	79,454	87,119	24%
Industrial	26,483	28,314	31,272	27,840	31,004	9%
Total Billed Usage	325,353	322,184	325,790	338,635	344,298	100%

Note: The residential category includes rural usage. Data are from the 2025 Reliability Study.

2.4.1 Projected Water Demands

The estimated maximum day demand (MDD) from the Water Reliability Study was approximately 2.070 million gallons per day (MGD) in 2025 and is projected to increase to 2.239 MGD by 2045, based on an assumed annual growth rate of 0.39%.

The 2025 average day demand (ADD) was estimated at 1.120 MGD using historical MDD values and an average maximum day factor. The maximum day factor represents the ratio of MDD to ADD. Based on the average value over the past five years, the maximum day factor is 1.85. Applying the same annual growth rate of 0.39% over a 20-year planning period, the 2045 ADD is projected to be 1.212 MGD.

Peak hourly demand was estimated using instantaneous high-service pump flows and storage tank levels. A peaking factor of 3.7 times the ADD, or 2.0 times the MDD, was used to estimate peak hour demand. This results in a peak hour demand of 4.140 MGD in 2025 and a projected peak hour demand of 4.479 MGD by 2045.

Projected water demands are summarized in Table 3.

Table 3 – Projected Water Demands

Year	Average Day Demand (MGD)	Maximum Day Demand (MGD)	Peak Hour Demand (MGD)	Max day Multiplier (Max Day/Avg Day)
2025	1.120	2.070	4.140	1.85
2030	1.143	2.111	4.222	1.85
2035	1.165	2.153	4.306	1.85
2040	1.189	2.196	4.392	1.85
2045	1.212	2.239	4.479	1.85

*Note: Demand Projections Based on projected 0.39% population growth.
Projected Water Demands Data Collected from 2025 Reliability Study.*

The proposed project will not affect overall water demand. However, replacement of aging service lines may reduce non-metered water loss associated with system leakage.

2.5 Existing Facilities

The City’s water system serves customers within the City and the surrounding area. The distribution system operates using the pump-storage method, in which a combination of well pumps and elevated storage is used to meet system demands.

The water system includes more than 78 miles of water main, a 1.5-million-gallon (MG) elevated storage tank, and four groundwater wells.

2.5.1 Water Supply

Water for the City’s domestic and fire protection needs is supplied by groundwater wells. The system includes four wells located at three separate sites. Table 4 provides a summary of general well characteristics. Pumps at the four wells are rated between 1,400 and 1,800 gallons per minute (GPM).

Table 4 – General Well Characteristics

Well ID	Location	Rated Capacity (Water System Reliability Study)	Operating Capacity (GPM)	Head (ft)	Depth (ft)	Casing Depth (ft)	Casing Diameter (in)	Horsepower	Status
3	Lakeview	1,500	1,200	240	169	128	30	100	Active
5	Oaklawn	1,800	1,676	267	141	116	16	150	Active
6	Thurston	1,500	1,550	280	180	160	30	150	Active
7	Thurston	1,400	1,500	250	188	148	24	125	Active

Note: Data Collected from 2025 Reliability Study.

The City operates its wells on a rotating basis, as a single well can generally meet typical system demands. Well pump operation is controlled to meet system demand while maintaining minimum storage tank levels. The control system monitors tank levels and automatically starts and stops pumps based on set operating parameters. Typically, a well pump remains in operation until the storage tank is full and then shuts off until the tank level returns to the minimum setpoint. This approach minimizes pumping, reduces energy consumption, and promotes circulation within the distribution system.

Variable frequency drives have been installed on all well pumps to address pressure fluctuations within the distribution system. Their use is considered best practice for reducing pressure transients (e.g., water hammer). However, it remains important to ensure adequate turnover of water within the elevated storage tank as part of well pump operations.

Thurston Well No. 7 is equipped with a permanent natural gas-fueled generator that provides standby power. This generator enables the City to maintain a continuous supply of finished water during electrical service interruptions. In addition, a City-owned electric generation facility provides backup power to all four wells.

The City has a Wellhead Protection Program in place, which was last updated in 2024.

2.5.2 Water Storage

The City owns one 1.5-million-gallon (MG) elevated storage tank, which is in good condition and well maintained. The interior was last painted in 2010, and the exterior in 2009. The storage tank is a critical component of the system, providing fire protection and surge reduction and serving as a control point for water production. Well pumps are activated when the tank level reaches a specified elevation. This is a standard operating condition for communities utilizing a pump-storage distribution system.

The City operates a single pressure zone throughout the distribution system. There is a significant elevation difference across the City, with approximately 90 feet of change from the northeast to the southwest limits, resulting in a pressure differential of approximately 40 pounds per square inch. The storage tank is located in the northeast portion of the City, which allows the required tank height to be minimized. As ground elevations increase toward the north, system pressure correspondingly decreases.

2.5.3 Water Treatment

The City provides a limited-treatment water system. Source water is obtained from four groundwater wells and is of generally high quality. The water is routinely sampled, tested, and monitored to ensure compliance with state and federal regulations.

Source water is treated with several chemicals prior to entering the distribution system. At each well, chlorine is added for disinfection, fluoride for dental health, and polyphosphates for iron sequestration. Chlorine gas is used at the Lakeview and Oaklawn wells, as well as at one of the Thurston wells. The remaining Thurston well uses liquid hypochlorite for disinfection.

2.5.4 Distribution Mains, Hydrants, and Valves

The water distribution network consists of approximately 410,837 feet (77.81 miles) of piping ranging from 2 to 12 inches in diameter. A summary of water main sizes is provided in Table 5.

Table 5 – Water Distribution System Piping Summary

Pipe Size (in)	Length (miles)	Percentage in System
2	0.39	1%
4	14.05	18%
6	25.30	33%
8	19.41	25%
10	2.11	3%
12	16.54	21%
Total	77.81	100.00%

Note: Data are from 2025 Reliability Study.

There are approximately 635 fire hydrants within the distribution system. All hydrants are operable and are inspected by the Public Services Department twice per year during spring and fall hydrant flushing. Hydrant flushing is conducted to remove settled particulates and reduce turbidity in the distribution system.

There are also approximately 1,400 valves throughout the City’s distribution system used to isolate water mains for maintenance and repair. This total does not include valves located on fire hydrant branches.

2.6 Summary of Project Need

2.6.1 System Needs

Lead water service lines are a known public health concern. Many LSLs remain in older portions of the distribution system. These service lines must be replaced to meet the requirements of the Safe Drinking Water Act, which establishes a compliance deadline of 2037. The 2018 revisions to the Lead and Copper Rule require municipalities to replace a minimum of 5% of their LSLs and GPCL service lines annually, beginning in 2021, including portions traditionally owned by the customer.

The Complete Distribution Material Inventory submitted by the City indicates that approximately 1,500 service lines are classified as LSL or GPCL. Since 2018, the City has replaced a total of 403 service lines, as summarized in Table 6.

Table 6 – Service Line Replacement History

Replacement Year	Number of Replacements
2018	2
2019	45
2020	49
2021	68
2022	32
2023	45
2024	51
2025	111
Total	403

Approximately 477 service line replacements are planned within the project area. This work represents a portion of the remaining LSL and GPCL service lines identified in the City’s inventory and will support ongoing compliance

with the Lead and Copper Rule. The project will focus on the selected project area, as shown in Figure 3.

2.6.2 Compliance with Drinking Water Standards

In 2018, the State of Michigan adopted Michigan Administrative Code Rule 604f, entitled Treatment Techniques for Lead and Copper, pursuant to the Safe Drinking Water Act (Act 399 of the Public Acts of Michigan of 1976, as amended). The Lead and Copper Rule establishes a lead action level of 12 parts per billion and requires water systems with LSLs, regardless of exceedance of the action level, to replace LSLs at an average rate of 5% per year.

Recent updates to the Lead and Copper Rule by the United States Environmental Protection Agency require the replacement of all LSLs within a 10-year period, with a compliance deadline of 2037.

2.6.3 Orders of Enforcement Actions

No court orders, enforcement actions, or written notices of violation have been issued to the City regarding its water system.

2.6.4 Drinking Water Quality Problems

The aesthetic quality of water produced by the City is generally good, and there are no known drinking water issues within the distribution system.

2.6.5 Projected Needs for the Next 20 Years

The City will continue implementation of its lead service line replacement (LSLR) program to remove remaining LSLs and GPCL service lines in accordance with the Lead and Copper Rule. Completion of these replacements by 2037 is required to achieve compliance with the Safe Drinking Water Act.

3.0 Analysis of Alternatives

3.1 No Action

The No Action alternative is not considered viable because LSLs must be replaced to meet regulatory requirements, which establish a compliance deadline of 2037.

3.2 Optimum Performance of Existing Facilities

The Optimum Performance of Existing Facilities alternative is not considered viable because lead is no longer an acceptable material for water service lines. Continued use of these materials would not meet current regulatory requirements.

3.3 Construction Alternative – New Service Lines

The Construction Alternative consists of replacing LSLs and GPCL service lines within the selected project area. Approximately 477 of these service lines have been identified for replacement within this area, as shown in Figure 3. Replacements will be completed until the available project funding is expended.

3.4 Regional Alternative

A regional alternative is not applicable for the LSLR project because service line replacements must occur within the existing distribution system to comply with regulatory requirements.

4.0 Principal Alternatives

The Construction Alternative, new service lines, was evaluated as the principal alternative.

4.1 Monetary Evaluation

A cost analysis was completed for the Construction Alternative. The project cost summary for the principal alternative is presented in Table 7.

Table 7 – Estimated Project Cost Summary for New Service Lines

Item	Initial Capital Cost	Design Life (years)	Salvage Value
New Services	\$3,223,321	50	\$1,933,393
Engineering/Admin/Legal	\$386,679		
Total Estimated Project Budget	\$3,609,000		

A present worth analysis was completed for the Construction Alternative and the No Action Alternative using a discount rate of 2.2%, as summarized in Table 8. Detailed calculations for the Construction Alternative are provided in Appendix 1. The No Action Alternative has no associated capital costs. Sunk costs are not included in the analysis.

Table 8 – Present Worth Analysis

	New Service Lines		No Action Alternative	
	Cost/Value	20-Year Present Worth	Cost/Value	20-Year Present Worth
Capital Cost	\$3,609,000	\$3,609,000	\$0	\$0
Operation and Maintenance Cost/Year	\$0	\$0	\$0	\$0
Salvage Value	\$1,933,393	(\$1,252,000)	\$0	\$0
Total Worth		\$2,357,000		\$0

4.2 Environmental Evaluation

4.2.1 Cultural Resources

The LSLR project includes the replacement of LSLs by 2037 to comply with the Lead and Copper Rule of the Safe Drinking Water Act. Construction activities will occur within existing service line corridors. Therefore, no impacts to cultural resources are anticipated.

4.2.2 Natural Environment

No long-term impacts to the natural environment are anticipated. Construction will occur during the typical construction season for underground utility work.

4.3 Mitigation

Impacts on air quality will be minimized by limiting construction to regular weekday working hours and ensuring proper maintenance of construction equipment to reduce exhaust emissions. Dust will be controlled through appropriate measures, such as the application of water or calcium chloride.

4.4 Implementability and Public Participation

The City has the legal authority, managerial capability, and financial capacity to construct, operate, and maintain the water system. The Project Planning Document will be made available for public review, and public comments will be addressed.

Prior to construction, property owners will be notified of the proposed work. Access to private driveways will be maintained to the greatest extent practicable. Property owners and residents will be notified in advance of

anticipated construction activities and water service interruptions through door hangers or similar notices. Instructions regarding service line replacements will also be provided.

4.5 Technical Considerations

LSL replacements will be conducted in accordance with the Safe Drinking Water Act and the Lead and Copper Rule.

4.6 Residuals

The proposed project will have no impact on residuals.

4.7 Industrial/Commercial/Institutional

Not applicable.

4.8 Growth Capacity

Not applicable.

4.9 Contamination

Map 4 shows the locations of known contaminated sites within the service area. No adverse site conditions are anticipated for the LSLR project. Service lines will either be abandoned in place or removed and recycled or disposed of, depending on the installation method for the new service lines.

5.0 Selected Alternative

The selected alternative consists of replacing existing LSLs within the project area. This alternative addresses compliance requirements under the Safe Drinking Water Act and the Lead and Copper Rule. The selected project area is shown in Figure 3.

5.1 Design Parameters

Approximately 477 LSLs have been identified within the selected project area. Replacement of these service lines will be scheduled in coordination with property owners and residents and will continue until available funding is exhausted. Materials approved by the State plumbing code and installation methods approved by EGLE will be used to complete the replacements.

5.2 Project Map

The project area for LSLR within the City is shown in Figure 3.

5.3 Schedule for Design and Construction

The project schedule is consistent with quarterly DWSRF deadlines. Construction is anticipated to begin in Fall 2027.

Table 9 – Schedule for Design and Construction

Task	Estimated Milestone
EGLE Fiscal Year and Quarter Planned for Project	FY2027, Quarter 4
Final Design	April 2027
Bidding	May 2027
Tentative Contract Award	August 2027
Anticipated Project Start	October 2027

5.4 Cost Estimate

Estimated annual costs for the project are provided in Table 10. The costs are presented in January 2026 dollars.

Table 10 – Summary of Estimated Costs

Project	Total Estimated Project Costs
Lead Service Line Replacement	\$3,609,000
Total	\$3,609,000

5.5 User Costs

The annual debt service payment for \$3,609,000 in funding at 3.0% over a 20-year period is estimated to be \$242,581. This represents an estimated increase of approximately \$5.00 per month for the average residential user.

The City is seeking funding assistance for the proposed project to help minimize user rate increases associated with the project.

5.6 Overburdened Determination

Overburdened community status is determined for each loan application submitted by the community. An Overburdened Community Status Determination Worksheet will be submitted to EGLE as part of the funding application.

5.7 Ability to Implement the Selected Alternative

The City has the legal authority, managerial capability, and financial capacity to implement the selected alternative. The City owns and operates the water system, and the project will occur within the existing service area. All financial and loan-related activities will be managed by the City’s Finance Department.

6.0 Environmental Evaluation

6.1 Cultural Resources

To identify sites of historical and cultural significance, the National Register of Historic Places listings for the County were reviewed. No direct impacts to historical or archaeological resources are anticipated.

The Michigan State Historic Preservation Office (SHPO) and Tribal Historic Preservation Officers (THPO) will be contacted if the project is determined to be an equivalency project.

6.2 Water Quality

The project will meet compliance requirements under the Safe Drinking Water Act and will not adversely affect surface water or groundwater quality or quantity. Major surface waters are depicted in Map 1.

6.3 Land/Water Interface

Map 5 depicts the locations of wetlands. No construction activities are anticipated within wetland areas. The soils map is provided in Map 8. The project will not result in adverse impacts to wetlands.

Map 6 presents the 100-year and 500-year floodplains. No impacts to floodplain boundaries are anticipated as a result of the project.

6.4 Endangered Species

Federally listed endangered and threatened species for St. Joseph County were reviewed and are summarized in Table 11. Endangered or threatened species are defined as those that are at risk of extinction and are protected under the Endangered Species Act. The objective of the Act is to preserve and restore species threatened with extinction.

The Michigan Natural Features Inventory for the County was also reviewed. This resource includes additional listings of flora and fauna with a state status of endangered, threatened, or special concern and is included in Appendix 2.

Table 11 – St. Joseph County Endangered or Threatened Species

Name	Status
Blanchard’s Cricket Frog (<i>Acris Blanchardi</i>)	Threatened
Slippershell (<i>Alasmidonta Viridis</i>)	Threatened
Tall Green Milkweed (<i>Asclepias hirtella</i>)	Threatened
Purple Milkweed (<i>Asclepias purpurascens</i>)	Threatened
White or Prairie False Indigo (<i>Baptisia lactea</i>)	Threatened
Missouri rock-cress (<i>Boechera missouriensis</i>)	Threatened
Rusty-patched bumble bee (<i>Bombus affinis</i>)	Endangered
American bumble bee (<i>Bombus pensylvanicus</i>)	Endangered
Side-oats grama grass (<i>Bouteloua curtipendula</i>)	Endangered
Narrow-leaved reedgrass (<i>Calamagrostis stricta ssp. stricta</i>)	Threatened
Swamp metalmark (<i>Calephelis muticum</i>)	Endangered
Sedge (<i>Carex albolutescens</i>)	Threatened
False Hop Sedge (<i>Carex lupuliformis</i>)	Threatened
Eastern few-fruited sedge (<i>Carex oligocarpa</i>)	Threatened
Spotted turtle (<i>Celmmys guttata</i>)	Threatened
Lake Herring or Cisco (<i>Coregonus artedi</i>)	Threatened
Prairie coreopsis (<i>Coreopsis palmata</i>)	Endangered
Purple Wartback (<i>Cyclonaias tuberculata</i>)	Threatened
White lady slipper (<i>cyripedium candidum</i>)	Threatened
Dwarf burhead (<i>Echinodorus tenellus</i>)	Endangered
Virginia snakeroot (<i>Endodeco serpentaria</i>)	Threatened
Snuffbox (<i>Epioblasma triquetra</i>)	Endangered
Creek chubsucker (<i>Erimyzon claviformis</i>)	Endangered
Rattlesnake-master or button snakeroot (<i>Eryngium yuccifolium</i>)	Endangered
Persius dusky wing (<i>Erynnis persius persius</i>)	Threatened
Umbrella-grass (<i>Fuirena pumila</i>)	Threatened
White Gentian (<i>Gentiana flavida</i>)	Endangered
Pale avens (<i>Geum virginianum</i>)	Threatened

Table 11 – St. Joseph County Endangered or Threatened Species

Name	Status
Downy Sunflower (<i>Helianthus mollis</i>)	Threatened
Ottoe skipper (<i>Hesperia ottoe</i>)	Endangered
Panicled hawkweed (<i>Hieracium paniculatum</i>)	Threatened
Goldenseal (<i>Hydrastis canadensis</i>)	Threatened
Watter willow (<i>Justicia americana</i>)	Threatened
Black sandshell (<i>Ligumia recta</i>)	Threatened
Pugnose Shiner (<i>Miniellus anogenus</i>)	Endangered
Red mulberry (<i>morus rubra</i>)	Threatened
River redhorse (<i>Moxostoma carinatum</i>)	Threatened
Little brown bat (<i>Myotis lucifugus</i>)	Threatened
Indiana Bat (<i>Myotis sodalis</i>)	Endangered
Mitchell’s satyr (<i>Neonymphia mitchellii mitchellii</i>)	Endangered
Copper-bellied water snake (<i>Nerodia erythrogaster neglecta</i>)	Endangered
Ginseng (<i>Panax quinquefolius</i>)	Threatened
Silphium borer moth (<i>Papaipema silphii</i>)	Threatened
Stout smartweed (<i>Perisicaria robustior</i>)	Threatened
Wild sweet William (<i>Phlox maculata</i>)	Threatened
Orange or yellow fringed orchid (<i>Platanthera ciliaris</i>)	Endangered
Prairie white fringed orchid (<i>Patanthera leucophaea</i>)	Endangered
Globe beak-rush (<i>Rhynchospora recognita</i>)	Endangered
Hairy wild petunia (<i>Ruellia humilis</i>)	Threatened
Rosepink (<i>Sabatia angularis</i>)	Threatened
Eastern pondmussel (<i>Sagittunio nasutus</i>)	Endangered
Leadplant moth (<i>Schinia lucens</i>)	Endangered
Cerulean warbler (<i>Setophaga cerulea</i>)	Threatened
Starry Campion (<i>Silene stellata</i>)	Threatened
Rosinweed (<i>Silphium integrifolium</i>)	Threatened
Easters massasauga (<i>Sistrurus catenatus</i>)	Threatened
Fleshy stitchwart (<i>Stellaria crassifolia</i>)	Endangered
Western silvery aster (<i>Symphyotrichum sericeum</i>)	Threatened
Kitten-tails (<i>Synthyris bulli</i>)	Endangered
Eastern box turtle (<i>Terrapene carolina carolina</i>)	Threatened
Lilliput (<i>Toxolasma parvum</i>)	Endangered
Toadshade (<i>Trillium sessile</i>)	Threatened
Prairie birdfoot violet (<i>Viola pedatifida</i>)	Endangered
Wild rice (<i>Zizania aquatica</i>)	Threatened

The proposed project will occur in developed areas where suitable wildlife habitat is limited, and construction activities will be confined to existing service line corridors within the distribution system.

6.5 Agricultural Land

Prime farmland locations are depicted in Map 7. The proposed project will not adversely impact agricultural land use.

6.6 Social/Economic Impact

Replacement of LSLs within the distribution system will result in direct public health and community benefits. The project will improve public health and safety by achieving compliance with the Safe Drinking Water Act. The project will also create temporary employment opportunities during construction.

6.7 Construction/Operational Impact

The majority of construction activities will occur behind curb lines. Although many streets are tree-lined, localized tree removal may be required. Where practicable, new service lines will be routed to avoid tree removal. All disturbed grassed areas will be restored in kind. Traffic impacts will be localized during construction and restoration activities.

Construction activities are typically limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturday. Vehicular and pedestrian access to all properties will be maintained throughout construction.

6.8 Indirect Impacts

6.8.1 Changes in Development

The proposed project will not facilitate new development.

6.8.2 Changes in Land Use

The proposed project will not impact existing or future land use.

6.8.3 Changes in Air or Water Quality

The proposed project will not adversely impact air quality or surface water quality.

6.8.4 Changes to Natural Setting or Sensitive Ecosystems

The proposed project will not impact the natural setting or sensitive ecosystems.

6.8.5 Changes to Aesthetic Aspects of the Community

The proposed project will not result in long-term aesthetic impacts, as construction activities will occur below ground and disturbed areas will be restored following construction.

6.8.6 Resource Consumption

Resource consumption in the form of materials, labor, and equipment will be required to complete the replacement of LSLs.

7.0 Mitigation Measures

The project was evaluated for long-term adverse impacts. No long-term adverse impacts are anticipated as a result of construction activities. However, appropriate mitigation measures will be implemented, as necessary, to minimize potential irreversible environmental impacts.

Measures to avoid, eliminate, or mitigate potential short-term environmental impacts include the following:

- Traffic: Use of designated traffic routes for construction traffic, as well as flaggers, warning signs, barricades, and cones.
- Air emissions: Use of water or calcium chloride for dust control and proper maintenance of construction equipment to reduce exhaust emissions.

- Noise control: Limiting work to designated daytime hours, use of mufflers on all equipment, and minimizing work on weekends and holidays.
- Restoration: Areas of grass, curb, sidewalk, and pavement disturbed by the project will be restored as closely as practicable to their original condition.

Erosion and sedimentation control: Best management practices will be implemented to minimize soil erosion and sedimentation during service line replacement.

Long-term environmental impacts are not anticipated for the proposed project. No tree removal or adverse impacts to sensitive environmental features are expected. Construction methods, including vacuum excavation, hand digging, conventional excavation, directional boring, or a combination thereof, will be used to minimize disturbance.

The proposed project is not anticipated to result in indirect environmental impacts.

8.0 Public Participation

8.1 Public Meeting Advertisement

On May 1, 2026, a Notice of Public Meeting for the DWSRF Project Planning Document for the LSLR project will be posted on the City's website. The notice will briefly describe the project and estimated costs, indicate the availability of the report for public review, and invite written comments from the public.

The draft Project Planning Document will be available on the City's website for public review and comment beginning May 1, 2026. Written comments must be received no later than 5:00 p.m. on May 13, 2026, to be included in the public record.

8.2 Presentation of the Project Planning Document

A presentation of the project prepared by Fishbeck will be given to City Council on May 13, 2026, to familiarize the Council and the public with the proposed project.

8.3 Public Meeting

A public meeting will be held during the regularly scheduled City Council meeting on May 13, 2026. Fishbeck will present the following information at the public meeting:

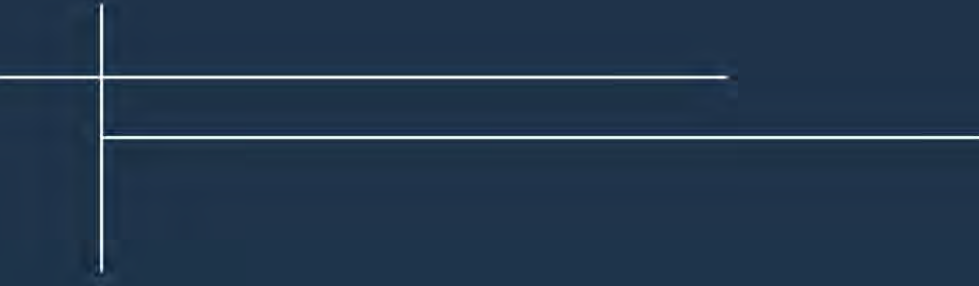
- A description of the DWSRF program.
- A brief background on the City's water distribution system.
- A description of the project needs and problems to be addressed by the proposed project and the principal alternative considered.
- A description of the selected alternative, including capital costs.
- A description of project financing and costs to users, including the proposed method of financing and the estimated annual cost to a typical residential user.
- A description of the anticipated social and environmental impacts associated with the selected alternative and the measures that will be taken to mitigate adverse impacts.

8.3.1 Comments Received and Answered

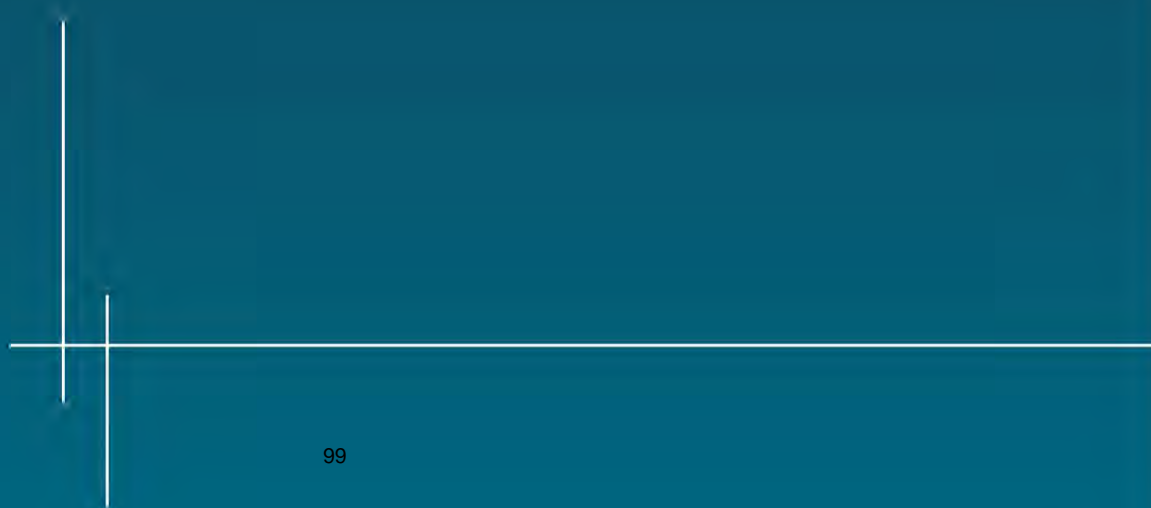
Written comments received from the public and responses to those comments will be included in the final report. Any required revisions to the Project Planning Document will also be incorporated.

8.4 Adoption of the Project Planning Document

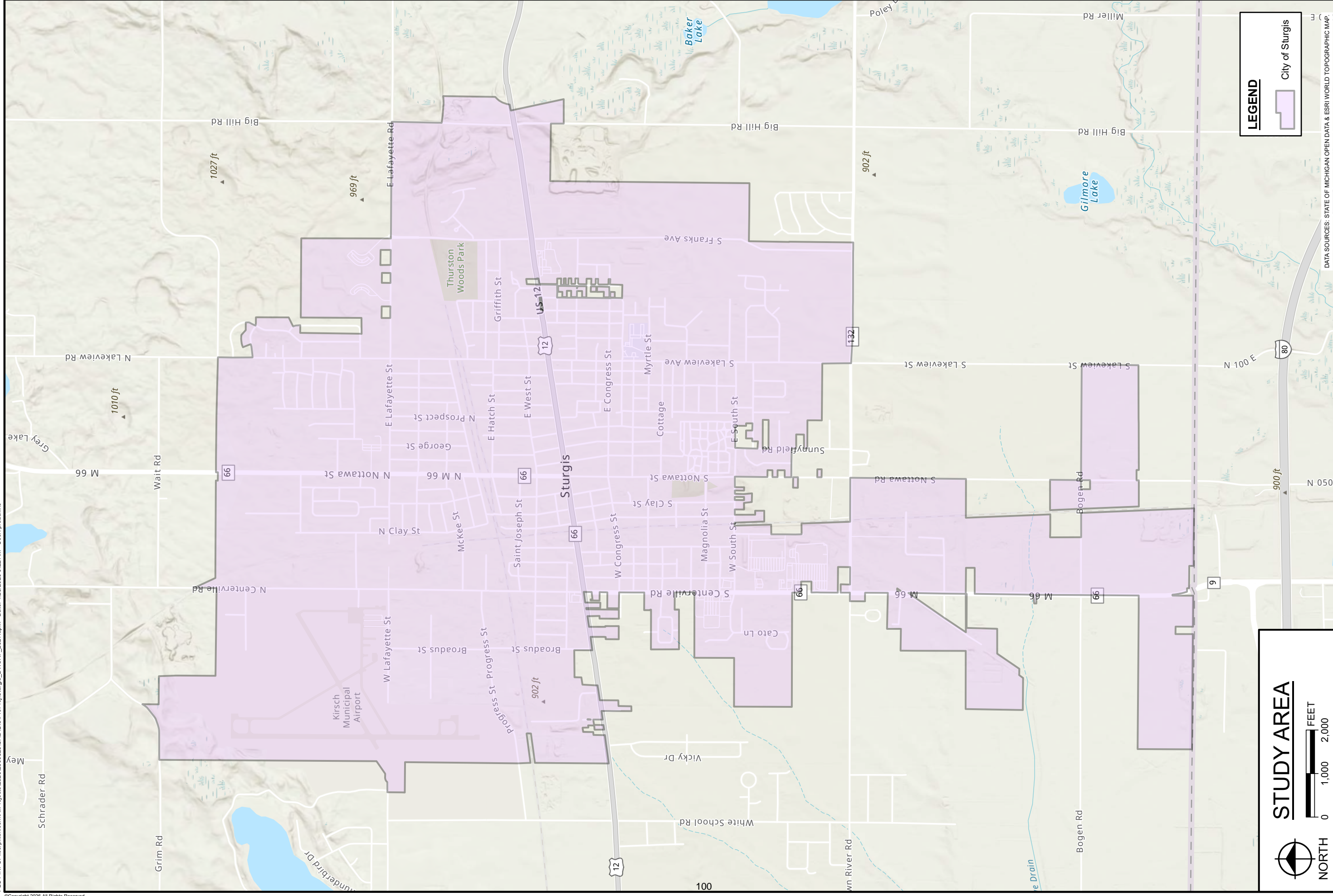
A resolution to formally adopt the Project Planning Document and implement the selected alternative will be considered at the City Council meeting on May 13, 2026, following the Project Planning Document presentation. The adopted resolution will be included in the final report.



Figures



PLOT INFO: \\corp.itc.com\AllProjects\2026\0323\CAD\GIS\Proj\Sturgis_DWSRF_2027.aprx. Date: 4/28/2026 9:22 AM User: prbaskins



LEGEND

City of Sturgis

STUDY AREA

NORTH

0 1,000 2,000 FEET

DATA SOURCES: STATE OF MICHIGAN OPEN DATA & ESRI WORLD TOPOGRAPHIC MAP.



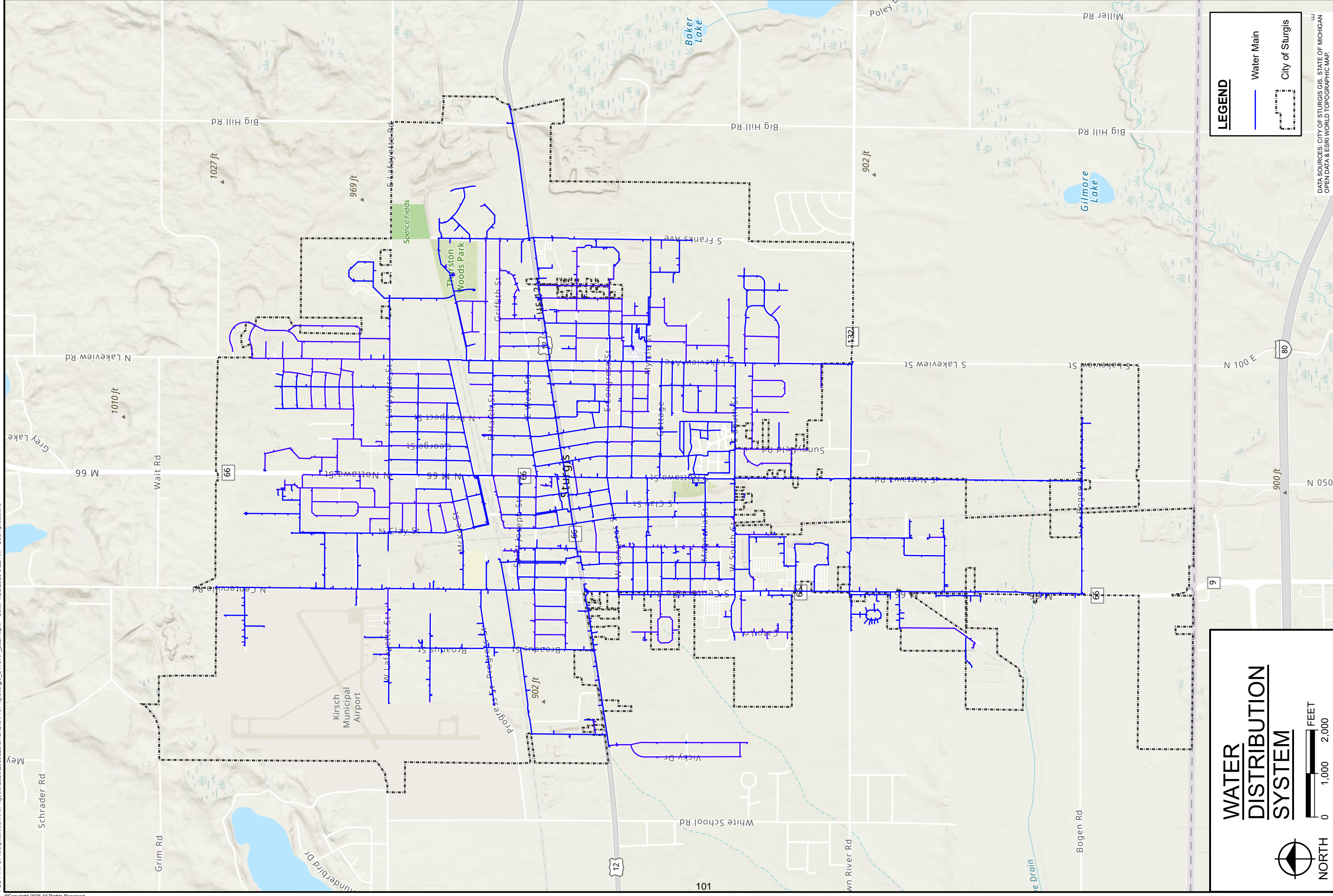
Hard copy is intended to be 11"x17" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

City of Sturgis
 St. Joseph County, Michigan
**Drinking Water State Revolving Fund (DWSRF)
 Project Planning Document**

PROJECT NO.
2600323

FIGURE NO.
1

PLOT INFO: \\corp.itc.com\AllProjects\2026\0323\CAD\GIS\Proj\Sturgis_DWSRF_2027.aprx Date: 4/28/2026 9:22 AM User: prbaskins



WATER DISTRIBUTION SYSTEM



LEGEND

- Water Main
- City of Sturgis

DATA SOURCES: CITY OF STURGIS GIS, STATE OF MICHIGAN OPEN DATA & ESRI WORLD TOPOGRAPHIC MAP.



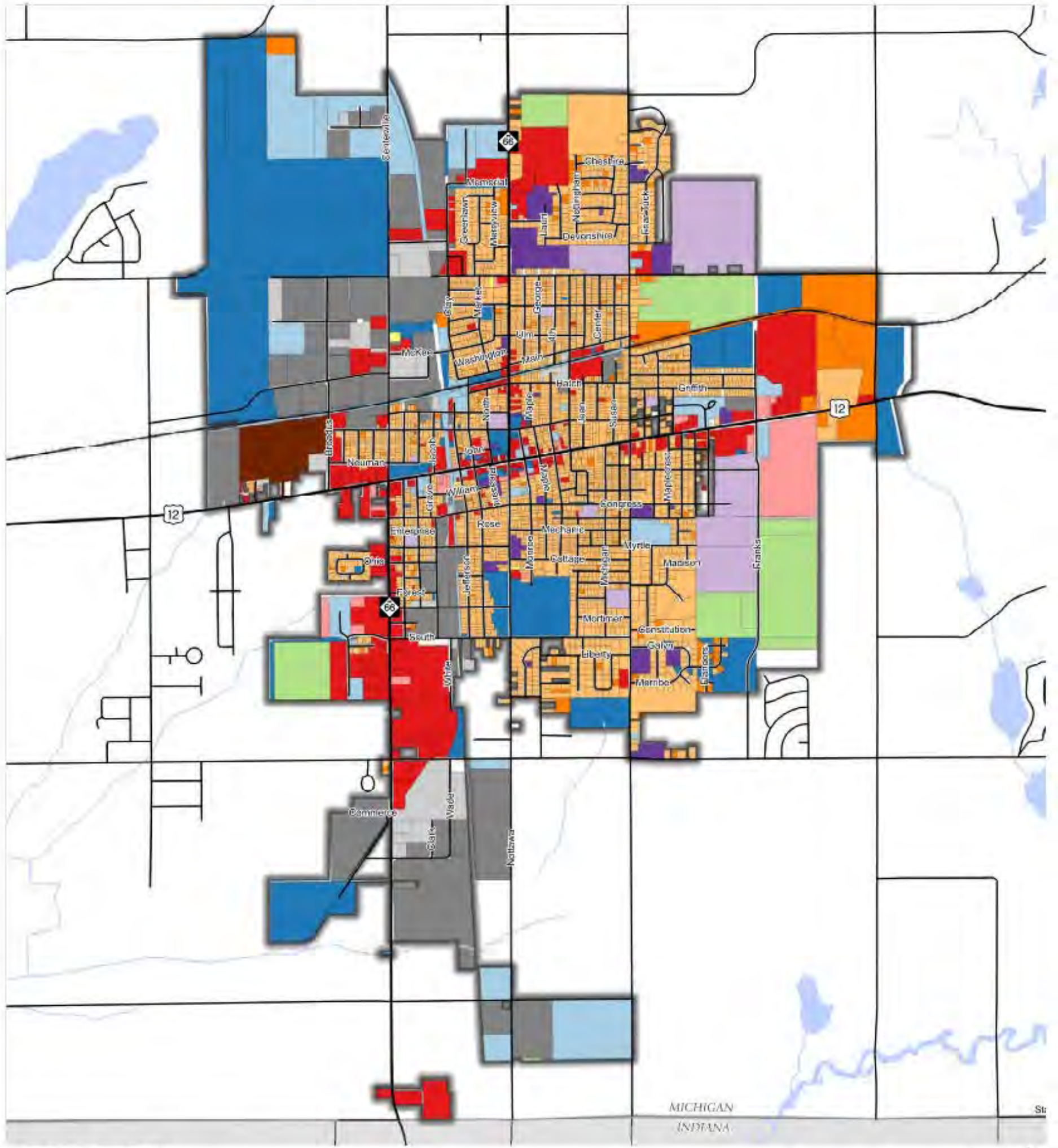
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City of Sturgis St. Joseph County, Michigan Drinking Water State Revolving Fund (DWSRF) Project Planning Document

PROJECT NO.
2600323

FIGURE NO.
2

Maps



- | | | | |
|------------------|-------------------------|----------------------|--------------------------|
| City Boundary | Commercial Improved | Industrial Improved | Retired Split / Combined |
| State Roads | Commercial Vacant | Industrial Vacant | |
| All Roads | Agriculture Vacant | Exempt County / City | |
| Railroads | Residential Improved | Exempt Other | |
| Rivers / Streams | Residential Vacant | Exempt Schools | |
| Lakes / Ponds | Industrial Condominiums | Exempt Religious | |

EXISTING LAND USE

DATA SOURCES: STURGIS MASTER PLAN 2020 (BECKETT & RAEDER).

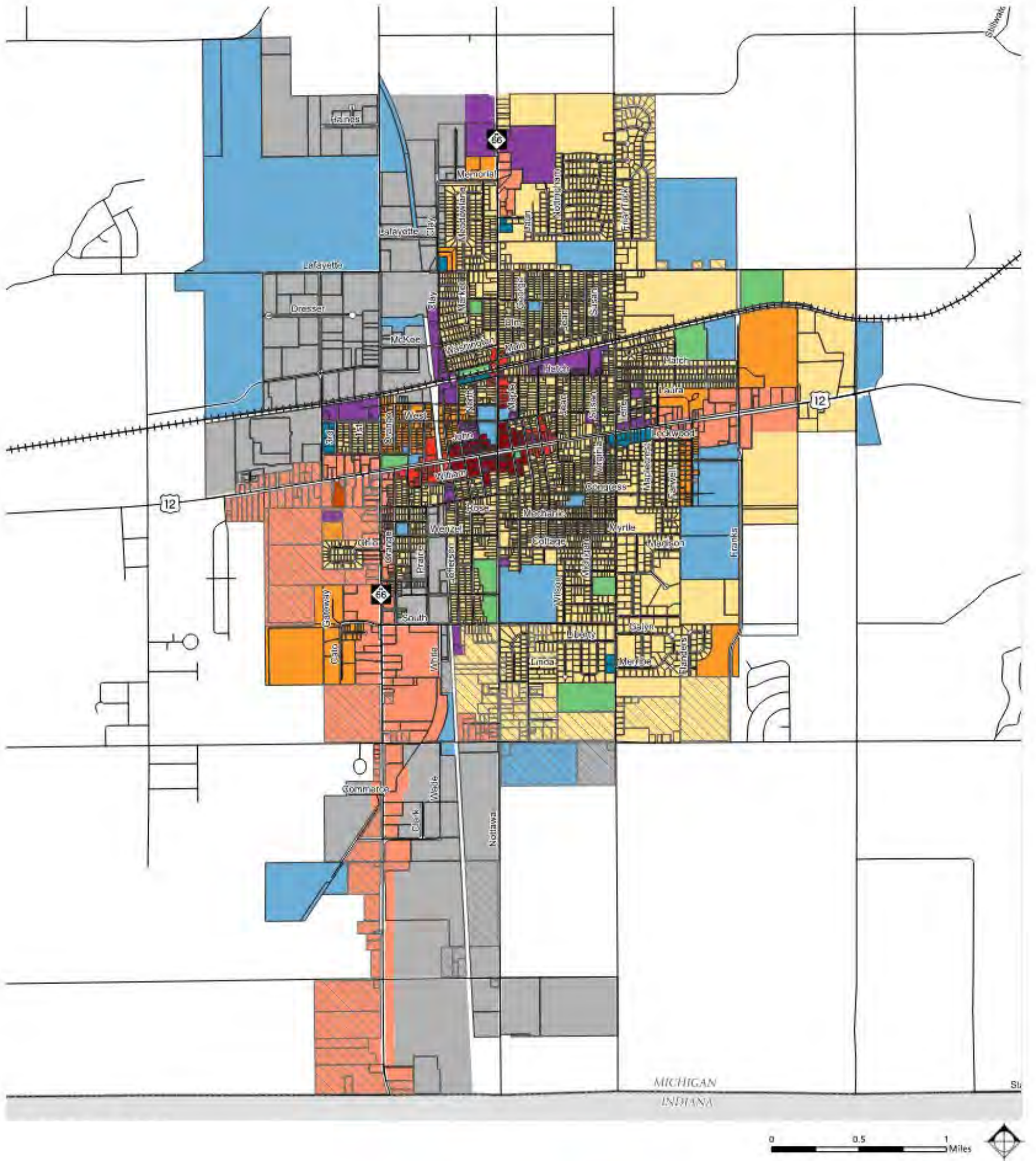
2	MAP NO.
	PROJECT NO. 2600323

City of Sturgis
St. Joseph County, Michigan

**Drinking Water State Revolving Fund (DWSRF)
Project Planning Document**

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Engineers | Architects | Scientists | Constructors



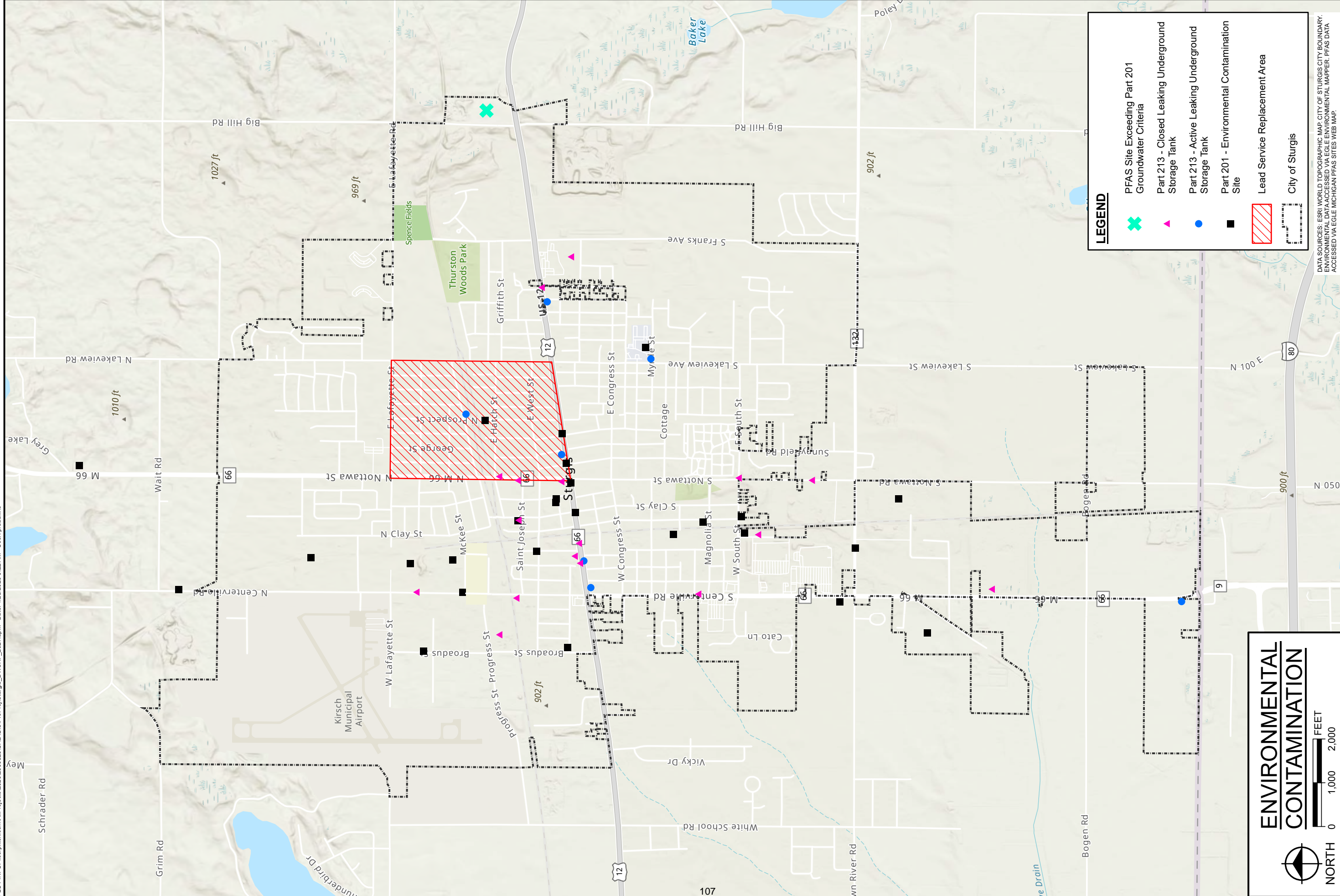
- | | | |
|------------------|---------------------------|-----------------------------------|
| City Parcels | Business Highway | Mixed Residential |
| State Roads | Business Neighborhood | Single and Two-Family Residential |
| All Roads | Central Business District | Mobile Home |
| Railroads | Business Office Service | Public |
| Rivers / Streams | Industrial | Open Space |
| Lakes / Ponds | Mixed Use | Township Ownership |

Note: Boundary reflects 425 agreements executed during the writing of this plan.

PLANNED LAND USE

DATA SOURCES: STURGIS MASTER PLAN 2020 (BECKETT & RAEDER).

PLOT INFO: \\corp.itch.com\AllProjects\2026\0323\CAD\GIS\Proj\Sturgis_DWSRF_2027.aprx. Date: 4/28/2026 9:22 AM User: prbaskins



LEGEND

- PFAS Site Exceeding Part 201 Groundwater Criteria
- Part 213 - Closed Leaking Underground Storage Tank
- Part 213 - Active Leaking Underground Storage Tank
- Part 201 - Environmental Contamination Site
- Lead Service Replacement Area
- City of Sturgis

DATA SOURCES: ESRI WORLD TOPOGRAPHIC MAP, CITY OF STURGIS CITY BOUNDARY, ENVIRONMENTAL DATA ACCESSED VIA EGLE ENVIRONMENTAL MAPPER, PFAS DATA ACCESSED VIA EGLE MICHIGAN PFAS SITES WEB MAP.

ENVIRONMENTAL CONTAMINATION

NORTH

0 1,000 2,000 FEET

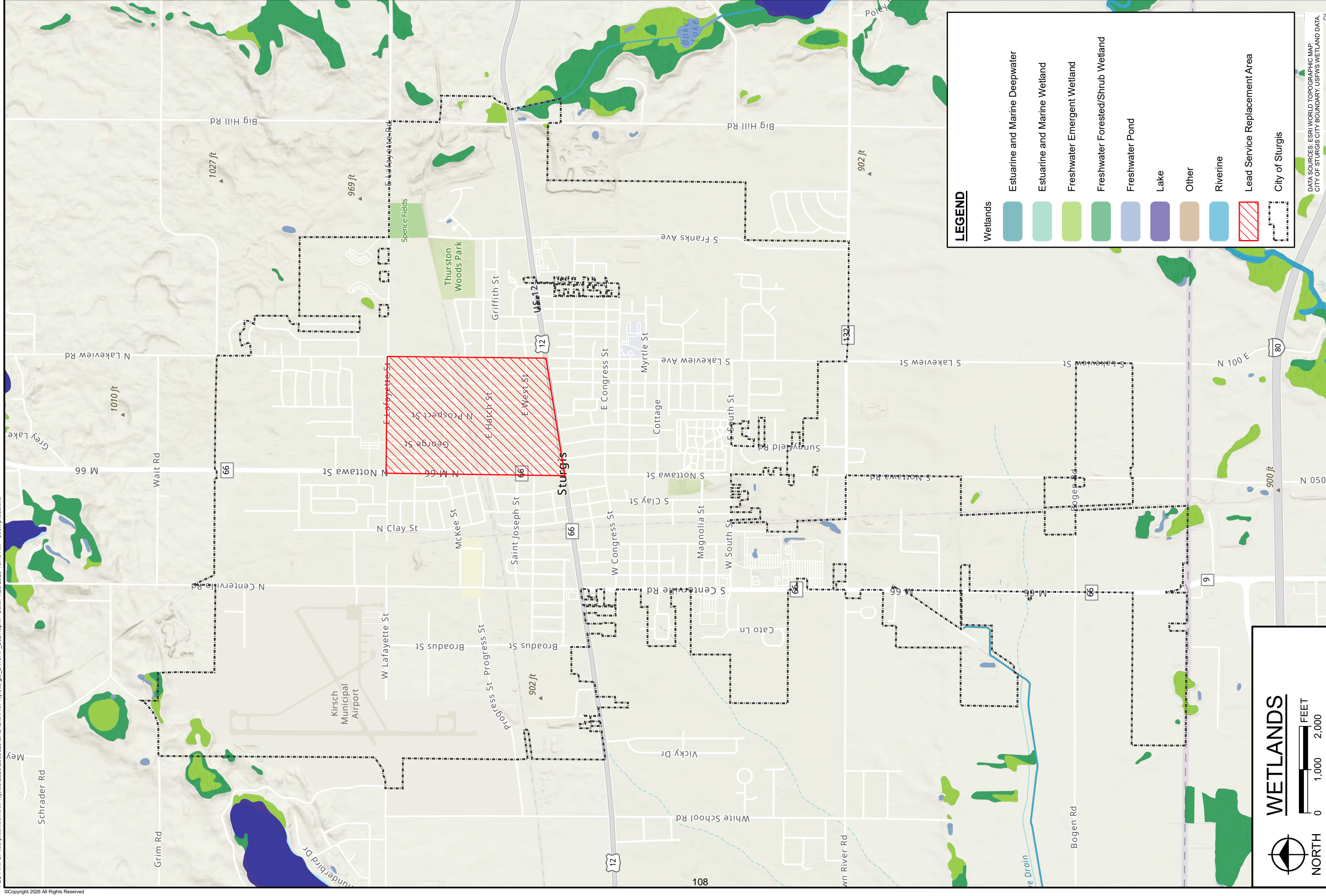
PROJECT NO. 2600323
MAP NO. 4

City of Sturgis
St. Joseph County, Michigan
**Drinking Water State Revolving Fund (DWSRF)
Project Planning Document**



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LEGEND

Wetlands	Estuarine and Marine Deepwater
Estuarine and Marine Wetland	Freshwater Emergent Wetland
Freshwater Forested/Shrub Wetland	Freshwater Pond
Lake	Other
Riverine	Lead Service Replacement Area
City of Sturgis	

DATA SOURCES: ESRI WORLD TOPOGRAPHIC MAP, CITY OF STURGIS CITY BOUNDARY, USFWS WETLAND DATA.

WETLANDS

NORTH

0 1,000 2,000 FEET

fishbeck

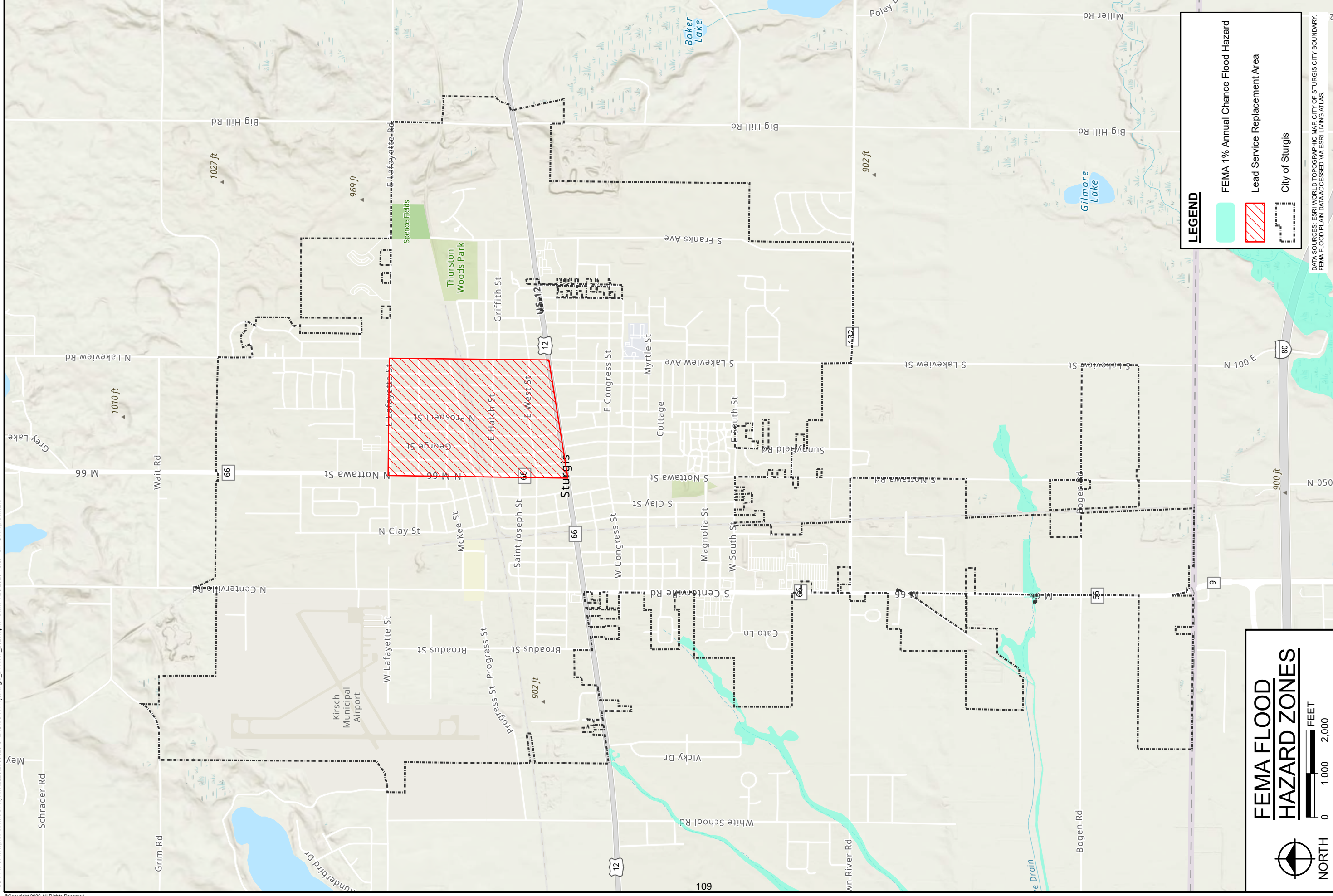
Hard copy is intended to be 11"x17" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

City of Sturgis
St. Joseph County, Michigan




Drinking Water State Revolving Fund (DWSRF) Project Planning Document

PROJECT NO. 2600323
MAP NO. 5

PLOT INFO: \\corp.itc.com\AllProjects\2026\0323\CAD\GIS\Proj\Sturgis_DWSRF_2027.aprx. Date: 4/28/2026 10:37 AM User: pbaskins




LEGEND

-  FEMA 1% Annual Chance Flood Hazard
-  Lead Service Replacement Area
-  City of Sturgis

DATA SOURCES: ESRI WORLD TOPOGRAPHIC MAP CITY OF STURGIS CITY BOUNDARY.
FEMA FLOOD PLAIN DATA ACCESSED VIA ESRI LIVING ATLAS.

FEMA FLOOD HAZARD ZONES

NORTH 

0 1,000 2,000 FEET

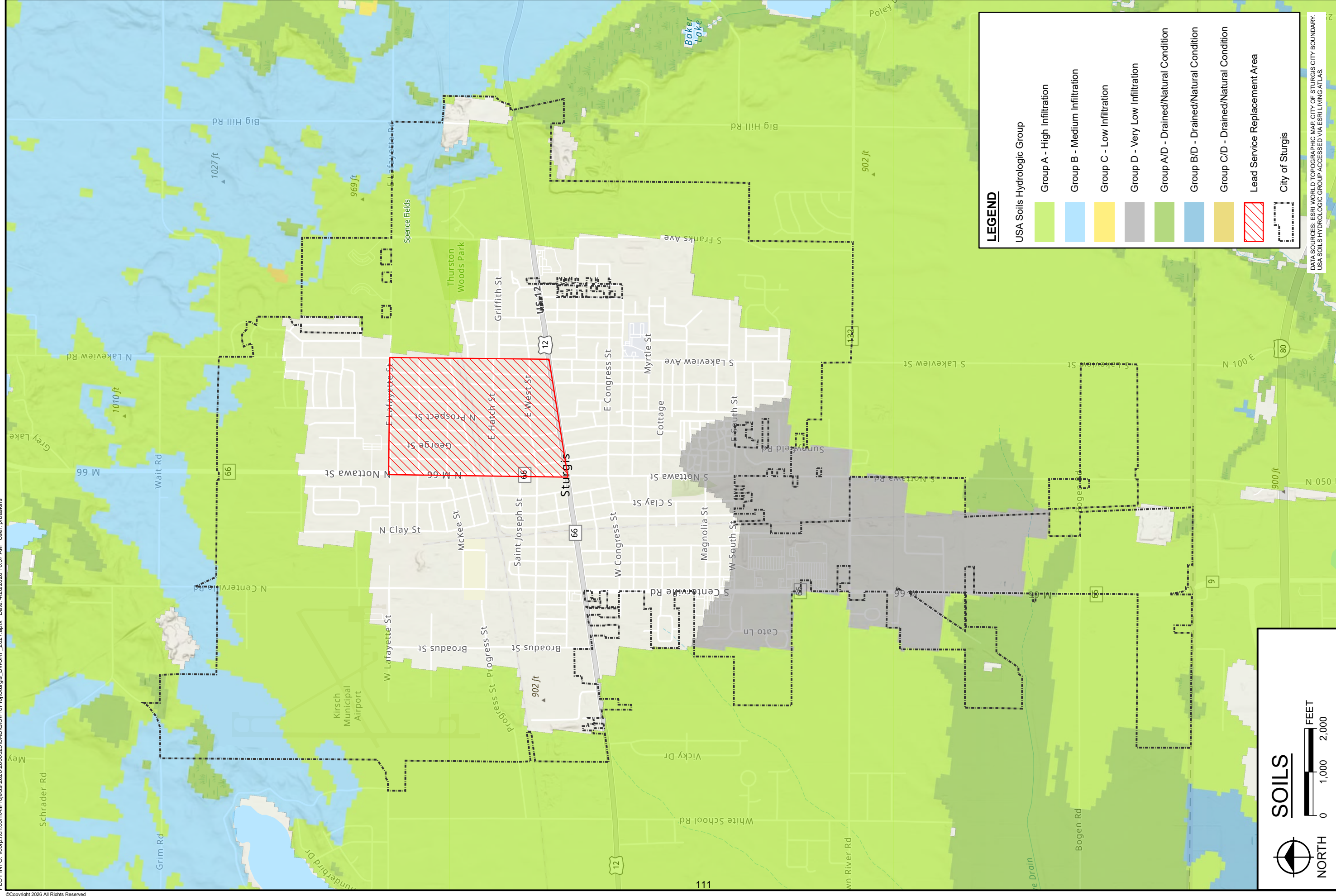
PROJECT NO.
2600323

MAP NO.
6

City of Sturgis
St. Joseph County, Michigan
**Drinking Water State Revolving Fund (DWSRF)
Project Planning Document**



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LEGEND

USA Soils Hydrologic Group

- Group A - High Infiltration
- Group B - Medium Infiltration
- Group C - Low Infiltration
- Group D - Very Low Infiltration
- Group A/D - Drained/Natural Condition
- Group B/D - Drained/Natural Condition
- Group C/D - Drained/Natural Condition
- Lead Service Replacement Area
- City of Sturgis

DATA SOURCES: ESRI WORLD TOPOGRAPHIC MAP CITY OF STURGIS CITY BOUNDARY.
USA SOILS HYDROLOGIC GROUP ACCESSED VIA ESRI LIVING ATLAS.

SOILS

NORTH

0 1,000 2,000 FEET

PROJECT NO.
2600323

MAP NO.
08

City of Sturgis
St. Joseph County, Michigan

**Drinking Water State Revolving Fund (DWSRF)
Project Planning Document**



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Appendix

1

**City of Sturgis Water Distribution System Improvements
DWRP Project Planning Document
Lead Service Line Replacements**

	Units	Qty.	Unit Cost	Estimated Capital Cost
Replace Lead Services	LS	1	\$3,609,000	\$3,609,000
Subtotal - Estimated Project Budget				\$3,609,000

	Estimated Capital Cost	Design Life (yrs)	Replace. Cost	Salvage Value
Replace Lead Services	\$3,609,000	50	\$0	\$2,165,400
Subtotal - Estimated Project Budget				\$3,609,000

20 Year Present Worth	New Services	
	Actual Cost	20 yr Present Worth
Initial Capital Cost	\$3,609,000	\$3,609,000
Annual O & M Cost	\$0	\$0
Salvage Value	\$2,165,400	(\$1,402,000)
TOTAL ESTIMATE OF PRESENT WORTH		\$2,207,000

Notes:
Present Worth estimated using 2.2% from EGLE

Appendix

2

Michigan Natural Features Inventory

MSU Extension

County Element Data

The lists include all elements (species and natural communities) for which locations have been recorded in MNFI's database for each county. Information from the database cannot provide a definitive statement on the presence, absence, or condition of the natural features in any given locality, since much of the state has not been specifically or thoroughly surveyed for their occurrence and the conditions at previously surveyed sites are constantly changing. The County Elements Lists should be used as a reference of which natural features currently or historically were recorded in the county and should be considered when developing land use plans.

Choose a county

St. Joseph County

[Code Definitions](#)

Species

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
Acris blanchardi	Blanchard's cricket frog		I.	G5	S2S3	1	1909
Agalinis auriculata	Eared foxglove		X	G3	SX	1	1837
Agrimonia rostellata	Beaked agrimony		SC	G5	S2	2	2025
Alasmidonta marginata	Elktoe		SC	G4	S3?	17	2019
Alasmidonta viridis	Slippershell		I.	G4G5	S2S3	12	2016
Albumops chalybaeus	Ironcolor shiner		X	G4	S1	2	1940
Ammodramus savannarum	Grasshopper sparrow		SC	G5	S4	1	2006
Amorpha canescens	Leadplant		SC	G5	S3	21	2022
Arnoglossum plantagineum	Prairie indian-plantain		SC	G5	S3	1	2012
Asclepias hirtella	Tall green milkweed		I.	G5	S2	2	2006
Asclepias purpurascens	Purple milkweed		I.	G4G5	S2	3	2010
Astragalus canadensis	Canadian milk vetch		SC	G5	S1S2	2	1954
Baptisia lactea	White or prairie false indigo		I.	G4Q	S3	21	2017
Battus philenor	Pipevine swallowtail		SC	G5	S2S3	2	1987
Berula erecta	Cut-leaved water parsnip		SC	G4G5	S2	7	2022

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
<i>Boechera missouriensis</i>	Missouri rock-cress		I.	G5	S2	3	1950
<i>Bombus affinis</i>	Rusty-patched bumble bee	LE	F	G2	SH	3	1981
<i>Bombus auricomus</i>	Black and gold bumble bee		SC	G5	S2	3	2021
<i>Bombus fervidus</i>	Yellow bumble bee		SC	G3G4	S3	1	2021
<i>Bombus pensylvanicus</i>	American bumble bee		F	G3G4	S1	2	1959
<i>Bombus terricola</i>	Yellow banded bumble bee		SC	G3G4	S2S3	1	1941
<i>Bouteloua curtipendula</i>	Side-oats grama grass		F	G5	S1	2	1961
<i>Brickellia eupatorioides</i>	False boneset		SC	G5	S2	9	2018
<i>Calamagrostis stricta</i> ssp. <i>stricta</i>	Narrow-leaved reedgrass		I.	G5T5	S1	1	1986
<i>Calephelis muticum</i>	Swamp metalmark		F	G3	S1	1	1956
<i>Cambarunio iris</i>	Rainbow		SC	G4G5	S3	13	2016
<i>Carex albolutescens</i>	Sedge		I.	G5	S2	1	1939
<i>Carex lupuliformis</i>	False hop sedge		I.	G5	S2	1	1915
<i>Carex oligocarpa</i>	Eastern few-fruited sedge		I.	G5	S2	1	2022
<i>Carex trichocarpa</i>	Hairy-fruited sedge		SC	G5	S2	1	1902
<i>Catocala dulciola</i>	Quiet underwing		SC	G3G4	S2S3	2	1996
<i>Cistothorus palustris</i>	Marsh wren		SC	G5	S3	1	2000
<i>Clemmys guttata</i>	Spotted turtle		I.	G5	S2	5	2017
<i>Coregonus artedii</i>	Lake herring or Cisco		I.	GNR	S3	2	2011
<i>Coreopsis palmata</i>	Prairie coreopsis		F	G5	S2	8	2022
<i>Cuscuta campestris</i>	Field dodder		SC	G5	S1	1	1937
<i>Cyclonaias tuberculata</i>	Purple wartyback		I.	G5	S2	8	2019
<i>Cypripedium candidum</i>	White lady slipper		I.	G3G4	S2	1	2007
<i>Dichanthelium microcarpon</i>	Small-fruited panic-grass		X	G5TNR	S1	1	1985
<i>Echinacea purpurea</i>	Purple coneflower		X	G5	SX	1	1838
<i>Echinodorus tenellus</i>	Dwarf burhead		F	G5.2	S1	1	1837
<i>Eleocharis equisetoides</i>	Horsetail spike rush		SC	G4	S3	1	1954
<i>Emydoidea blandingii</i>	Blanding's turtle		SC	G4	S2S3	5	2024

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
<i>Endodeca serpentaria</i>	Virginia snakeroot		I.	G5	S2	2	1981
<i>Epioblasma triquetra</i>	Snuffbox	LE	F	G2G3	S1S2	7	2005
<i>Erimyzon claviformis</i>	Creek chubsucker		F	G5	S1	3	1940
<i>Eryngium yuccifolium</i>	Rattlesnake-master or button snakeroot		F	G5	S2	6	2020
<i>Erynnis persius persius</i>	Persius dusky wing		I.	G5T1T3	S3	1	1987
<i>Euonymus atropurpureus</i>	Wahoo		SC	G5	S3	1	2009
<i>Fontigens nickliniana</i>	Watercress snail		SC	G5	S2S3	2	2009
<i>Fuirena pumila</i>	Umbrella-grass		I.	G5	S2	1	1985
<i>Gentiana flavida</i>	White gentian		F	G4	S1	1	1838
<i>Geum virginianum</i>	Pale avens		I.	G5	S1S2	1	1963
<i>Haliaeetus leucocephalus</i>	Bald eagle		SC	G5	S4	4	2019
<i>Helianthus hirsutus</i>	Whiskered sunflower		SC	G5	S3	1	1978
<i>Helianthus mollis</i>	Downy sunflower		I.	G5	S2	2	2009
<i>Hesperia ottoe</i>	Ottoe skipper		F	G3	S1	1	1981
<i>Hieracium paniculatum</i>	Panicled hawkweed		I.	G5	S2	1	2025
<i>Hydrastis canadensis</i>	Goldenseal		I.	G3G4	S2	1	1899
<i>Justicia americana</i>	Water willow		I.	G5	S2	2	2017
<i>Lasmigona compressa</i>	Creek heelsplitter		SC	G5	S3	3	1969
<i>Lasmigona costata</i>	Flutedshell		SC	G5	SNR	16	2019
<i>Lepisosteus oculatus</i>	Spotted gar		SC	G5	S2S3	11	2017
<i>Ligumia recta</i>	Black sandshell		I.	G4G5	S1?	2	2019
<i>Lipocarpha micrantha</i>	Dwarf-bulrush		SC	G5	S3	2	1961
<i>Lithobates palustris</i>	Pickereel frog		SC	G5	S3S4	2	2017
<i>Miniellus anogenus</i>	Pugnose shiner		F	G3	S1S2	1	2011
<i>Morus rubra</i>	Red mulberry		I.	G5	S2	1	1981
<i>Moxostoma carinatum</i>	River redhorse		I.	G4	S2	3	2010
<i>Myotis lucifugus</i>	Little brown bat		I.	G3G4	S1	1	1979
<i>Myotis sodalis</i>	Indiana bat	LE	F	G2	S1	3	2005
<i>Necturus maculosus</i>	Mudpuppy		SC	G5	S3S4	4	2010
<i>Neonympha mitchellii mitchellii</i>	Mitchell's satyr	LE	F	G2T2	S1	2	2008

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
<i>Nerodia erythrogaster neglecta</i>	Copper-bellied water snake	L.T.	F	G5T3	S1	1	1997
<i>Oecanthus laricis</i>	Tamarack tree cricket		SC	G3?	S3	1	2000
<i>Panax quinquefolius</i>	Ginseng		I.	G3G4	S2S3	1	1967
<i>Pandion haliaetus</i>	Osprey		SC	G5	S4	1	2022
<i>Pantherophis spiloides</i>	Gray rat snake		SC	G4G5	S2S3	1	2020
<i>Papaipema astuta</i>	Astute stoneroot borer moth		SC	G3?	SNR	1	1980
<i>Papaipema cerina</i>	Golden borer		SC	G3	S2	1	2009
<i>Papaipema maritima</i>	Maritime sunflower borer		SC	G3?	S2	2	2009
<i>Papaipema silphii</i>	Silphium borer moth		I.	G3G4	S1	2	1989
<i>Persicaria robustior</i>	Stout smartweed		I.	G5	SNR	1	2022
<i>Phlox bifida</i>	Cleft phlox		X	G5.2	SX	2	1988
<i>Phlox maculata</i>	Wild sweet William		I.	G5	S1	1	1950
<i>Photodes includens</i>	Included cordgrass borer moth		SC	G4	SNR	1	2001
<i>Platanthera ciliaris</i>	Orange- or yellow-fringed orchid		F	G5	S1S2	2	1936
<i>Platanthera leucophaea</i>	Prairie white-fringed orchid	L.T.	F	G2G3	S1	1	2017
<i>Pleurobema sintoxia</i>	Round pigtoe		SC	G4?	S3	15	2019
<i>Poa paludigena</i>	Bog bluegrass		SC	G3G4	S2	3	1947
<i>Polytaenia nuttallii</i>	Prairie parsley		X	G5	SX	1	1837
<i>Potamilus alatus</i>	Pink heelsplitter		SC	G5	SNR	1	2005
<i>Protonotaria citrea</i>	Prothonotary warbler		SC	G5	S3	3	2024
<i>Rhynchospora macrostachya</i>	Tall beakrush		SC	G4	S3S4	1	1985
<i>Rhynchospora recognita</i>	Globe beak-rush		F	G5.2	S1	1	1898
<i>Ruellia humilis</i>	Hairy wild petunia		I.	G5	S1	7	2025
<i>Sabatia angularis</i>	Rosepink		I.	G5	S2	6	2009
<i>Sagittunio nasutus</i>	Eastern pondmussel		F	G3	S2	1	Historical
<i>Schinia lucens</i>	Leadplant moth		F	G3G4	S1	1	1999
<i>Scleria triglomerata</i>	Tall nut rush		SC	G5	S3	2	1950
<i>Scutellaria elliptica</i>	Hairy skullcap		SC	G5	S3	9	2025

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
Setophaga cerulea	Cerulean warbler		I.	G4	S3	2	2022
Setophaga citrina	Hooded warbler		SC	G5	S3	1	2009
Setophaga discolor	Prairie warbler		SC	G5	S3	1	1997
Silene stellata	Starry campion		I.	G5	S2	6	2020
Silphium integrifolium	Rosinweed		I.	G5	S2	2	1986
Sistrurus catenatus	Eastern massasauga	LT.	I.	G3	S3	4	2019
Smilax herbacea	Smooth carrion-flower		SC	G5	S3	1	1979
Speyeria idalia	Regal fritillary		X	G3?	SH	3	1984
Spiza americana	Dickcissel		SC	G5	S3	1	2006
Stellaria crassifolia	Fleshy stitchwort		F	G5	S1	1	1890
Stenelmis douglasensis	Douglas stenelmis riffle beetle		SC	G1G3	S1S2	1	1933
Stylurus laurae	Laura's snaketail		SC	G4	S3	1	2016
Symphyotrichum sericeum	Western silvery aster		I.	G5	S2	2	1936
Synthyris bullii	Kitten-tails		F	G3	S1	3	2014
Terrapene carolina carolina	Eastern box turtle		I.	G5T5	S2S3	6	2022
Toxolasma parvum	Lilliput		F	G5	S1	1	2019
Trillium sessile	Toadshade		I.	G5	S2S3	1	1947
Truncilla truncata	Deertoe		SC	G5	S2S3	1	2005
Utterbackia imbecillis	Paper pondshell		SC	G5	S2S3	5	2019
Venustaconcha ellipsiformis	Ellipse		SC	G4	S3	15	2019
Viola pedatifida	Prairie birdfoot violet		F	G5	S1	1	1980
Vitis vulpina	Frost grape		SC	G5	S1S2	1	1976
Zizania aquatica	Wild rice		I.	G5	S2S3	3	2014

Natural Communities

Community Name	Global Rank	State Rank	Occurrences in County	Last Observed in County
Bog	G3G5	S4	1	2009
Coastal Plain Marsh	G2	S2	1	1985

Community Name	Global Rank	State Rank	Occurrences in County	Last Observed in County
Dry-mesic Prairie	G3	S1	3	1983
Dry-mesic Southern Forest	G4	S3	1	2009
Floodplain Forest	G3?	S3	1	1996
Hardwood-Conifer Swamp	G4	S3	1	2009
Mesic Southern Forest	G2G3	S3	1	2009
Prairie Fen	G3	S3	4	2010
Southern Wet Meadow	G4?	S3	2	2009



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 SPARTANS WILL. | ©Michigan State University

**A RESOLUTION ADOPTING A FINAL PROJECT PLANNING DOCUMENT
FOR WATER SYSTEM IMPROVEMENT PROJECTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Sturgis recognizes the need to replace lead service lines within its water distribution system to comply with the Safe Drinking Water Act; and

WHEREAS, the City of Sturgis authorized Fishbeck to prepare a Drinking Water State Revolving Fund (DWSRF) Project Planning Document, which recommends the above water system improvements; and

WHEREAS, said Project Planning Document was presented at a public meeting held on May 13, 2026, and all public comments have been considered and addressed;

NOW, THEREFORE BE IT RESOLVED, that the City of Sturgis formally adopts said Project Planning Document and agrees to implement the water system improvements identified as the Selected Alternative.

BE IT FURTHER RESOLVED, that the City Clerk, a position currently held by Kenneth D. Rhodes, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Planning Document as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:

Nays:

Abstain:

Absent:

I hereby certify that the foregoing is a true transcript of the action of the City Council of the City of Sturgis, Michigan, in public session held on May 13, 2026.

BY: _____
Name (please print or type) Title

Signature Date

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

STP

DA

Control Section	STUL 78000
Job Number	215606CON
Project	26A0445
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	26-5137

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF STURGIS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Sturgis, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 9, 2026, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing along North Centerville Road from US-12 to West Lafayette Street, including concrete sidewalk and ramps, rectangular rapids flashing beacons, pushbuttons, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

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- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$385,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

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In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 *et seq.* and MCL 324.21323a *et seq.* The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to EGLE, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with EGLE and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the FHWA pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate

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responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF STURGIS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
Title:

By
for Department Director MDOT

By
Title:



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April 9, 2026

EXHIBIT I

CONTROL SECTION	STUL 78000
JOB NUMBER	215606CON
PROJECT	26A0445

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$455,220
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$455,220
Less Federal Funds*	\$372,597
BALANCE (REQUESTING PARTY'S SHARE)	\$ 82,623

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

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DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



April 22, 2026

Via Email

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

**RE: Proposal for Professional Services
PSA Amendment No. 9 – Intermediate Clarifier No.1 Screw Pump Replacement**

Dear Mr. Schrader:

We appreciate the opportunity to submit this proposal for Professional Services related to the City's Wastewater Treatment Plant (WWTP) Intermediate Clarifier No.1 Screw Pump Replacement project. The following is a summary of our understanding of the project, as well as a proposed Scope of Services, Schedule, and Budget.

PROJECT UNDERSTANDING

As identified in the WWTP's Asset Management Plan (AMP), the Intermediate Clarifier No. 1 Screw Pump is scheduled to be replaced during the 2026 fiscal year. Proposed improvements include demolition and replacement of the existing screw pump, electrical, and related appurtenances.

Fleis & VandenBrink Engineering, Inc. (F&V) will provide professional services to design the screw pump replacement and prepare bidding documents. The City will advertise the project for bids, with support from F&V as needed. Following bid opening, F&V will review the bids and present the results of that review to the City for its consideration.

Pending Commission approval, F&V will issue the Notice of Award to the successful bidder as directed by the City, review Performance and Payment Bonds and Certificates of Insurance, prepare Conformed to Contract Documents, issue the Notice to Proceed, and assemble the contract documents for execution. F&V will also provide construction administration services with limited site visits to observe progress.

SCOPE OF SERVICES

Professional services for the WWTP Intermediate Clarifier No.1 Screw Pump replacement project are as follows:

Design Phase:

- Site visit to confirm existing conditions.
- Prepare preliminary design drawings and specifications based upon award to one prime contractor.
- Submit preliminary design to City for review.
- Meet with the City to review the design.
- Perform internal QC review of the design documents.

**2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com**

- Incorporate review comments from the City and QC comments and prepare final design / bid documents.
- Assist City with Part 41 Construction Permit application, if required by EGLE.

Bid Phase:

- Answer questions from prospective bidders.
- Issue Addenda, as required. One (1) addendum is assumed.
- Assist City with reviewing the bids and preparing a bid summary for the City's consideration in making an award decision.
- After Commission approval of award, F&V will prepare a Notice of Award letter to the successful bidder.
- Prepare Conformed to Contract Documents.
- Review Contractor's Performance and Payments Bonds and Certificates of Insurance.
- Assemble contract documents for execution by the City and the Contractor.
- Issue Notice to Proceed to the Contractor on the City's behalf.

Construction Phase:

- Participate in the preconstruction meeting (via Zoom or Microsoft Teams).
- Participate in progress meetings (via Zoom or Microsoft Teams), three (3) assumed.
- Review shop drawing submittals.
- Respond to contractor questions or requests for information (RFI). Three (3) RFI's are assumed.
- Perform two (2) site visits to observe construction progress.
- Prepare a punch list of observed deficiencies following the site visit.
- Review photos of contractor's work, as taken by the City, to assess final completion.
- Prepare record drawings based on redlines provided by the Contractor.

SCHEDULE

We are prepared to begin this work immediately upon receiving authorization to proceed. Our anticipated schedule is as follows:

Phase	Proposed Completion Date
Preliminary Design	8 weeks after authorization*
Final Design	4 weeks after receiving City comments
Part 41 Application Submittal	Concurrent with final design submittal
Bid Documents	2 weeks after receiving Part 41 Permit
Bid	per City's schedule
Construction Administration	per City's schedule

**- duration is based upon receiving manufacturer response within 3 weeks of request*

BUDGET

F&V will provide the Scope of Services outlined above for a not-to-exceed fee of \$51,800.00.

If the City concurs with our Scope of Services and Budget, authorization can be provided by signing and returning the attached Amendment No. 9 to the Professional Services Agreement entered between the City and F&V executed on August 29, 2024.



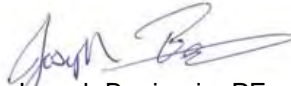
We look forward to working with you on this important assignment. Please call if you have any questions.

Sincerely,

FLEIS & VANDENBRINK



Steven Walker, PE
Process Engineer



Joseph Benjamin, PE
Group Manager, Sr. Associate

Enclosure: Amendment No. 9 to Professional Services Agreement

AMENDMENT NO. 9

TO THE

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
2960 Lucerne Drive SE, Grand Rapids, MI 49546
(616) 977-1000 fax (616) 977-1005

The Professional Services Agreement ("PSA") entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and **City of Sturgis**, whose address is **130 N. Nottawa, Sturgis, Michigan 49091**, ("Owner") dated August 29, 2024, including previous amendments, if applicable, is hereby amended.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under the PSA are amended as follows: **WWTP Intermediate Clarifier Screw Pump Replacement- Design, Bid, and Construction Administration Services for the City of Sturgis, Michigan.**

AGREEMENT DOCUMENTS: The following additional obligations are hereby included in the Agreement Documents, and are incorporated herein by reference: **Engineer's proposal / letter dated April 22, 2026.**

COMPENSATION OF ENGINEER: The services to be provided under this Amendment shall be **an Hourly Fee contract plus 1.1 times reimbursable expenses with a Not To Exceed Fee of \$51,800.00.**

TERMS AND CONDITIONS: The Terms and Conditions of the PSA and amendments to date shall apply to all work performed by Engineer.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

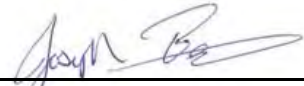
IN WITNESS WHEREOF, the parties hereto have made and entered into this Amendment to the PSA. To be valid, this Amendment must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

OWNER
CITY OF STURGIS

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By: _____

Title: _____


By:  _____
Joseph Benjamin, P.E.
Title: Group Manager, Sr. Associate

DESIGNATED REPRESENTATIVE FOR AMENDMENT:

DESIGNATED REPRESENTATIVE FOR AMENDMENT:

By: _____

Title: _____
Date: _____

By:  _____
Steven Walker, P.E.
Title: Process Engineer
Date: April 22, 2026

Sturgis Purchase Order No.: _____

F&V Vendor No.: 00776

N. Centerville Road Resurfacing - 2026 Small Urban

	202 - Major Streets	TOTAL PROJECT	
Prior FY Costs			Notes
PROJECT COSTS			
Design and Bid-Phase Engineering	Approved 12/18/2024	\$ 31,300.00	\$ 31,300.00
TOTAL Prior FY Costs		\$ 31,300.00	\$ 31,300.00
			F&V PSA Amendment #3 - Current \$30,767.85
FY 2025-2026			Notes
BUDGETED FUNDS			
N. Centerville (US-12 to Haines Blvd.) (Small Urban)		\$177,000.00	\$177,000.00
TOTAL BUDGETED FUNDS		\$177,000.00	\$177,000.00
PROJECT COSTS			
Construction Amount (City Share)	Recommended 5/13/26	\$ 56,094.61	\$ 56,094.61
Contingency Budget	Recommended 5/13/26	\$ 31,000.00	\$ 31,000.00
Construction Phase Engineering	Recommended 5/13/26	\$ 70,800.00	\$ 70,800.00
TOTAL FY 2025-2026		\$ 157,894.61	\$ 157,894.61
OVER (UNDER) BUDGET			\$ (19,105.39)
			Low Bid from Rieth-Riley Construction 5/1/26; total contract \$309,061.20; Small Urban share is 81.85% of Const. Bid
			~ 10% of Project Cost
			F&V PSA Amend #3a - Incl. const. eng., contract admin, & materials testing

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

AMENDMENT NO 3a

TO THE

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
2960 Lucerne Drive SE, Grand Rapids, MI 49546
(616) 977-1000 fax (616) 977-1005

The Professional Services Agreement ("PSA") entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and **City of Sturgis**, whose address is **130 N. Nottawa, Sturgis, Michigan 49091**, ("Owner") dated August 29th, 2024 including previous amendments, if applicable, is hereby amended.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under the PSA are amended as follows;

Construction Engineering for the N. Centerville Road Resurfacing Project funded through the Michigan Department of Transportation (MDOT) local agency program (LAP).

AGREEMENT DOCUMENTS: The following additional obligations are hereby included in the Agreement Documents, and are incorporated herein by reference;

Engineer's proposal / letter dated March 27, 2026
Additional Provisions – Construction Observation

COMPENSATION OF ENGINEER:

The services to be provided under this Amendment shall be:
an Hourly Fee contract plus 1.1 times reimbursable expenses with an Estimated Fee of **\$70,800.00**

TERMS AND CONDITIONS: The Terms and Conditions of the PSA and amendments to date shall apply to all work performed by Engineer.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Amendment to the PSA. To be valid, this Amendment must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

**OWNER
CITY OF STURGIS**

**ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.**

By: _____

Title: _____

By: _____
Matt Johnson, PE
Title: Regional Manager

DESIGNATED REPRESENTATIVE FOR AMENDMENT:

DESIGNATED REPRESENTATIVE FOR AMENDMENT:

By: _____

Title: _____
Date: _____

By: _____
Matt Johnson, PE
Title: Regional Manager
Date: _____

Sturgis Purchase Order No.: _____

F&V Vendor No.: 00776

ADDITIONAL PROVISIONS - CONSTRUCTION OBSERVATION

1. DEFINITIONS.

- 1.1. Contract Documents shall mean construction agreement(s) between Owner and Contractor(s), including plans, specifications, addenda and change orders.
- 1.2. Contractor shall mean the person or entity providing construction services to Owner, as defined in the Contract Documents.

2. SITE OBSERVATION.

- 2.1. The Engineer shall visit the site as defined in the Scope of Services to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed. Engineer will not be responsible for the means, methods, techniques, and procedures of construction observed during such visits. Engineer will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.2. Based solely on Engineer's on-site observations and Engineer's review of the Contractor's applications for payment, Engineer will recommend in writing to Owner payment to the Contractor. Such recommendations of payment to constitute a representation to Owner, based solely on such observation, review and the data comprising such applications, that to the Engineer's knowledge, information and belief, the work has progressed to the point indicated and that to the Engineer's knowledge, information and belief the quality of the work is generally in accordance with the Contract Documents.
- 2.3. Engineer will conduct, in company with Owner, a final review of the Project for conformance with the design concept of the Project, and compliance with the information given by the Contract Documents, and recommend, in writing, payment to the Contractor, on the same basis as set forth above.

3. OWNER RESPONSIBILITIES. Owner will:

- 3.1. Provide full information as to his requirements for the Project. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project, including previous site reports and any other data relative to the design or construction of the Project.

4. SITE SAFETY PROGRAMS AND PRECAUTIONS.

- 4.1. Owner acknowledges that the Contractor, not Engineer, is responsible for initiating, maintaining and supervising all safety programs and all safety precautions in connection with the work.
- 4.2. Engineer shall neither have control over, nor be responsible for, safety programs and precautions in connection with the work, since these are solely the responsibility of the Contractor.
- 4.3. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees at the site, shall impose any duty on the Engineer, nor relieve the Contractor of its responsibility for jobsite safety.

April 21, 2026

Via bcox@sturgismi.gov

Barry Cox, City Engineer, PE
130 N. Nottawa
Sturgis, MI, 49091

RE: MSA Amendment 3a Construction Engineering Services for N. Centerville Road

Dear Barry:

We appreciate the opportunity to submit this proposal for Professional Services related to the Construction Engineering of North Centerville Road. The following is a summary of our understanding of the project, scope of services, schedule, and budget for the project.

Statement of Understanding

The Michigan Department of Transportation (MDOT) is planning to open bids for the N. Centerville Road Resurfacing project in May. Fleis and VandenBrink has completed the design and final bidding package. Construction is scheduled to be completed within 28 working days of starting. Construction is expected to be completed by September 30, 2026.

Scope of Work

Additional Design Services

1. Provide additional design services to add Rectangular Rapid Flashing Beacon (RRFB) Signage.
2. Research previous right-of-way acquisition and confirm recorded easements.

Construction Engineering

1. Provide project administration and engineering consultation throughout the construction period, including:
 - a. Schedule and attend a preconstruction meeting with the Contractor, Railroad, MDOT, and City staff. Prepare and distribute meeting minutes.
 - b. Schedule and attend progress meetings. Prepare and distribute meeting minutes. We have budgeted one (1) progress meeting during construction.
 - c. Prepare Contractor pay estimates and submit to MDOT for payment.
 - d. Prepare contract modifications, if necessary, and submit recommendations to the City and MDOT for authorization.
 - e. Maintain project files on behalf of the City using "AASHTOWARE" software in accordance with the MDOT practice.
 - f. Prepare and sign MDOT required documents as "Project Engineer."

2. Provide on-site observation during construction. Our budget includes 50 hours per week for four (4) weeks of on-site inspection. The RPR's duties shall include:
 - a. Record keeping of construction activities, measure and record contract pay items.
 - b. Address complaints filed with the City.
 - c. On-site compaction testing of sand subbase, density testing of HMA paving, and on-site testing of concrete.
3. Coordinate off-site materials testing in accordance with MDOT requirements. Laboratory testing costs are included in our proposed fee to the City and anticipated to be completed by SME at their Kalamazoo laboratory.
4. Conduct on-site wage rate interviews, collect and review certified payrolls, and report discrepancies in accordance with MDOT requirements.
5. Conduct an on-site final review meeting with the Contractor, MDOT, and City staff to review the completed work. Prepare a final punch list of remaining work items. Provide one (1) follow-up inspection to verify that the punch list items have been completed.
6. Prepare record drawings.
7. Assist with MDOT audit of project files for project acceptance and closeout.

Professional fee

We propose to provide the scope of services outlined above for an **ESTIMATED FEE** of **\$70,800**

If the City concurs with our project understanding, scope of services, budget, authorization can be given to begin work by signing and returning the attached Amendment No. 3a to the Professional Services Agreement entered between the City and F&V, executed on August 29, 2024.

We look forward to working with you on this important assignment. Please call if you have any questions.

FLEIS & VANDENBRINK



4-21-2026

Matthew G. Johnson, P.E.
Regional Manager / Associate

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

INVITATION TO BID and BID
for
Doyle Center Roof Retrofit

Bid of _____ (Bidder), organized and existing under the laws of or a resident of the State of _____, doing business as _____,* to the City of Sturgis (City).

*Insert as applicable: "a corporation," "a partnership" or "an individual."

1. City will receive sealed Bids for Doyle Center Roof Retrofit at the City of Sturgis, City Manager's Office, 130 N. Nottawa Street, Sturgis, Michigan 49091 until Monday April 20, 2026, 4 p.m., local time. No Bids will be received after this date and time. Bids must be submitted on this form and shall be enclosed in an opaque, sealed envelope, marked with "Bid Enclosed", the project title and the name and address of the Bidder. Do not submit an envelope so marked unless a valid Bid is enclosed. Bids may also be submitted electronically on BidNet Direct.
2. Bids may not be withdrawn for a period of 30 days after the actual date of opening thereof. This time period may be extended by mutual agreement of the City and any Bidder or Bidders. It is anticipated that a recommendation for award will be submitted to the Sturgis City Commission for consideration at its meeting on Wednesday, May 13, 2026.
3. The City reserves the right to waive any irregularities and to reject any and all Bids.
4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to accept a Purchase Order and to complete Doyle Center Roof Retrofit as specified or indicated on or before September 30, 2026.
5. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
7. Specifications: See attached Exhibit A
8. *Insurance is generally not needed for procurement bids.*

GENERAL REQUIREMENTS

1. Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage and shall make City of Sturgis a certificate holder of any such insurance. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Workers Compensation Insurance:

- A. State: Statutory
- B. Applicable Federal (e.g., Longshoreman's): Statutory
- C. Employer's Liability: \$ 500,000.00

Errors and Omission Insurance with a minimum of \$1M per claim/\$2M aggregate

General Liability Insurance:

- D. General Aggregate \$ 1,000,000.00
- E. Products-Completed Operations Aggregate \$ 1,000,000.00
- F. Personal and Advertising Injury \$ 1,000,000.00
- G. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000.00
- H. Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages where applicable.
- I. Excess or Umbrella Liability:
 - a. General Aggregate \$ 2,000,000.00
 - b. Each Occurrence \$ 2,000,000.00
- J. Contractual Liability:
 - a. Bodily Injury:
 - i. Each Person \$ 1,000,000.00
 - ii. Each Accident \$ 1,000,000.00
 - b. Property Damage:
 - i. Each Accident \$ 1,000,000.00
 - ii. Annual Aggregate \$ 1,000,000.00
- K. Contractor's Pollution Liability \$ 1,000,000.00

Automobile Liability (including hired and non-owned vehicles):

- L. Bodily Injury:
 - a. Each Person \$ 1,000,000.00
 - b. Each Accident \$ 1,000,000.00
- M. Property Damage:
 - a. Each Accident \$ 1,000,000.00
- N. MCS 90 Endorsement on Vehicle Insurance: Statutory

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor's parent corporation.

If Bidders have questions, they may contact Dan Root, Facilities Manager at droot@sturgismi.gov or (269) 503-9537.

Michigan Act 213, P.A. 1963 requires Performance and Payment Bonds for all **construction** projects of more than \$50,000.

[11. Bidder will complete the Work for the following price[s]]:

Base Bid _____ (\$ _____)
(use words) (figures)

=====

Total = \$ _____]

SUBMITTED on _____, 20__ By: _____
Date* Name of Bidder*

_____ Street* _____ Signature

_____ City, State, and Zip* _____ Name and Title of Signatory*

_____ Telephone Number*

*Typed or printed in ink.

_____ Bidder (Firm or Corporation Name)

Exhibit A
Specifications for Doyle Center Roof Retrofit
Bids to be received by April 20, 2026

As needed, include requirements for compliance with OSHA & MI OSHA.

Please include permit fees in bid, permit will be obtained through the City of Sturgis Community Development Department at (269) 659-7230.

See included drawings for specifications.



Not for
Construction

Doyle Center - Roofing Improvements
 310 N Franks Ave, Sturgis, MI 49091
Existing Building Photos

Drawing Set	Date
Budget Set	3/4/2024

Project number	01_2024
Date	2/12/2024
Drawn by	JS
Checked by	JS
Scale	

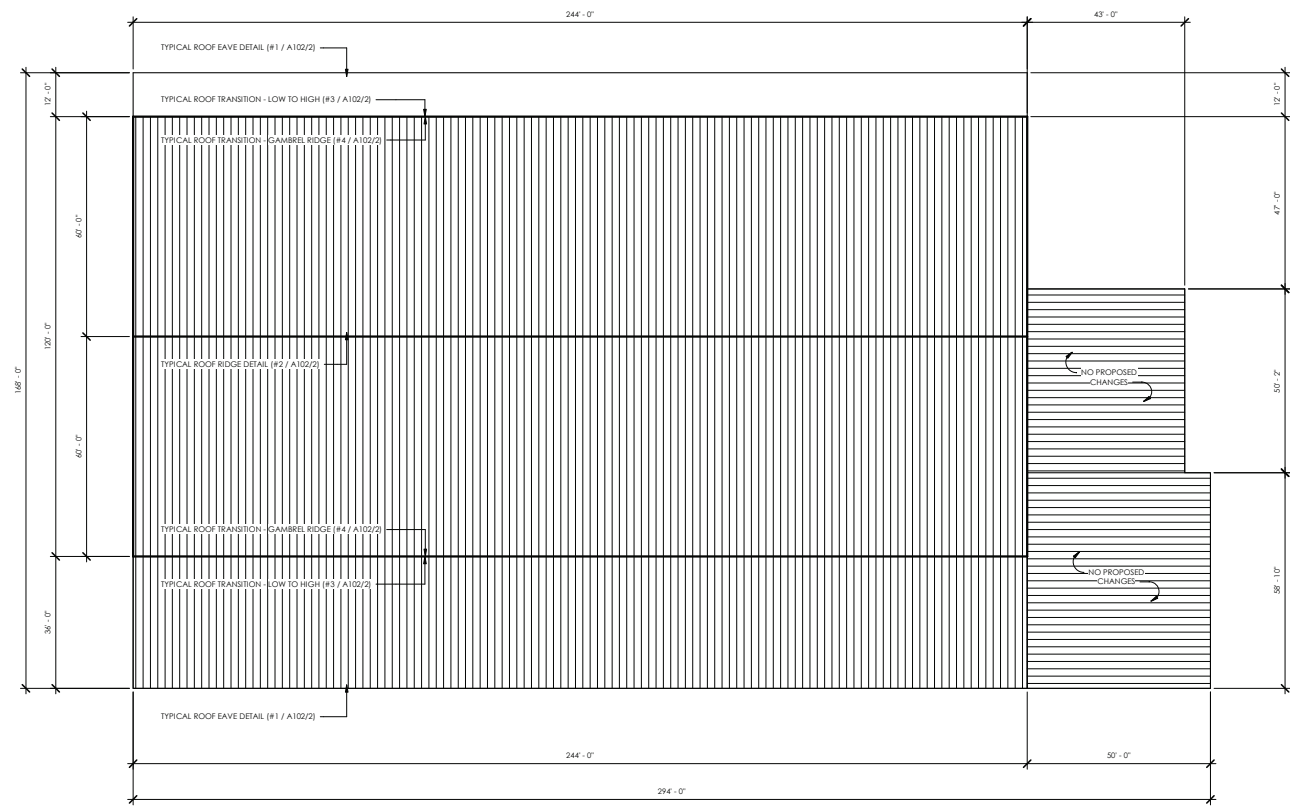
A101.1

3/4/2024 8:45 AM



Not for Construction

Doyle Center - Roofing Improvements
 310 N Franks Ave, Sturgis, MI 49091
Existing Building Roof Plan



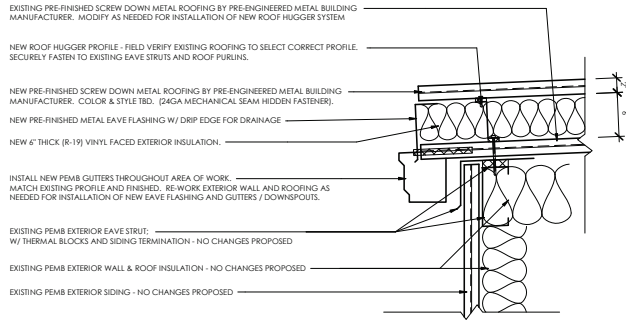
Overall Floor Plan
 1/16" = 1'-0"

Drawing Set	Date
Budget Set	3/4/2024

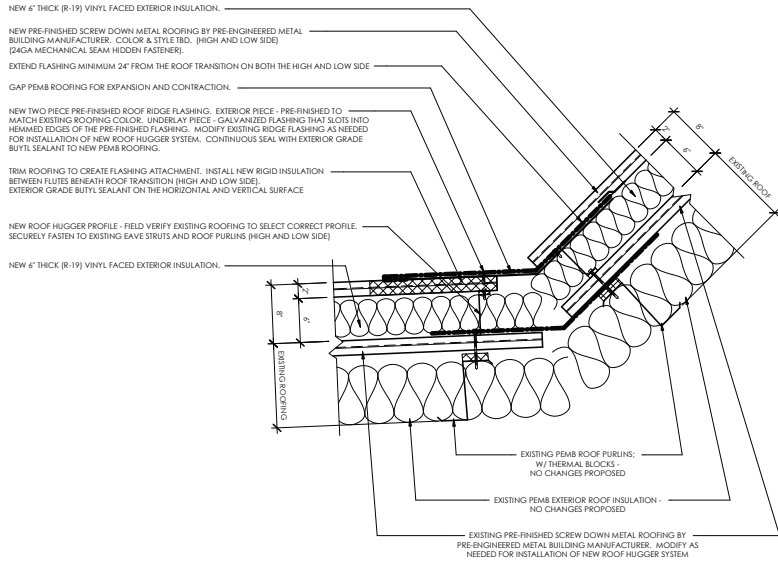
Project number	01_2024
Date	2/12/2024
Drawn by	JS
Checked by	JS
Scale	1/16" = 1'-0"

A102.1

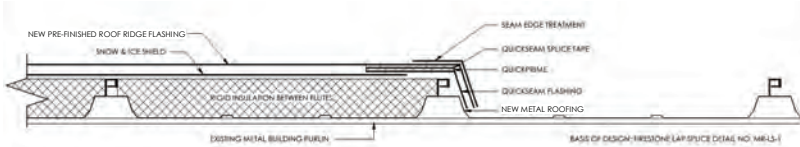
3/4/2024 8:45 AM



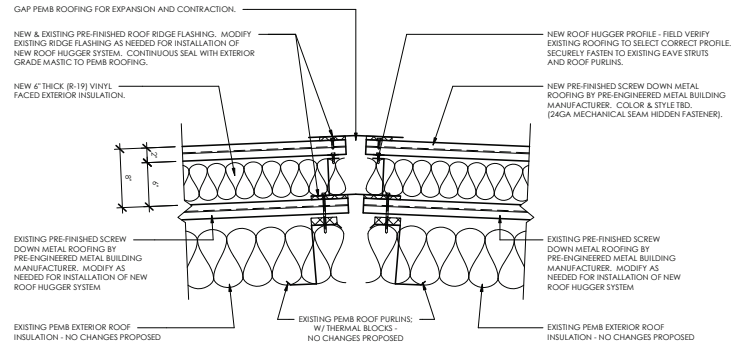
1 Typical Roof Eave Detail
1 1/2" = 1'-0"



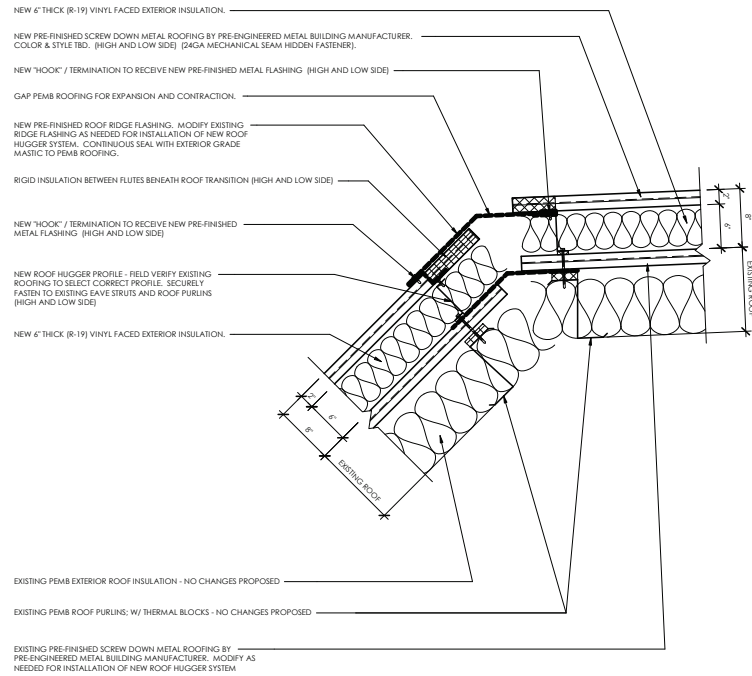
3 Typical Roof Transition - Low to High
1 1/2" = 1'-0"



5 Typical Lap Splice Detail
2" = 1'-0"



2 Typical Roof Ridge Detail
1 1/2" = 1'-0"



4 Typical Roof Transition - Gambrel Ridge
1 1/2" = 1'-0"



Not for Construction

Doyle Center - Roofing Improvements
310 N Franks Ave, Sturgis, MI 49091
Enlarged Flashing & Roofing Details

Drawing Set	Date
Budget Set	3/4/2024

Project number	01_2024
Date	2/12/2024
Drawn by	JS
Checked by	JS
Scale	As indicated

A102.2

Bid Tab - Doyle Roof Retrofit			
Name	Address	Base Bid	Notes
Newbury Square Construction	455 E Farver St Suite 6 Shipshewana, IN 46565	\$ 729,702.28	
Master Steel Roofing, Inc	18951 CR 142 Paris, IN 46553	New \$ 799,290.00	

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

CITY OF STURGIS
County of St. Joseph, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Sturgis, County of St. Joseph, State of Michigan, held on May 13, 2026, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

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 the principal amount of not to exceed Eight Hundred Thousand Dollars (\$800,000), for the purpose of paying the costs of acquiring and constructing capital improvements in the City, including replacing the roof of the Doyle Community Center (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 \$800,000.
- (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.

AYES: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Kenneth Rhodes, City Clerk/Treasurer

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Sturgis, County of St. Joseph, State of Michigan, at a regular meeting held on May 13, 2026, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that minutes of the meeting were kept and will be or have been made available as required by said Act.

Kenneth Rhodes, City Clerk/Treasurer

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS
OF THE CITY OF STURGIS
OF INTENT TO ISSUE BONDS
AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Sturgis, County of St. Joseph, State of Michigan (the "City"), intends to issue and sell its general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in the principal amount of not to exceed Eight Hundred Thousand Dollars (\$800,000), for the purpose of paying the costs of acquiring and constructing capital improvements in the City, including replacing the roof of the Doyle Community Center.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

BOND DETAILS

SAID BONDS will be payable in not more than twenty (20) annual installments, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Kenneth Rhodes
City Clerk/Treasurer
City of Sturgis

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E

Bid Tab - City Hall Exterior Rehab				
Name	Address	Base Bid	Alt. 2	Notes
Trisco Systems, Inc.	2000 Baty Rd 45807 Lima, OH	\$ 83,979.00		
Premier Caulking	4462 Remembrance Rd Rapids, MI 49534 Grand	\$ 74,800.00		

INVITATION TO BID and BID
for
City Hall/District Library Exterior Rehab

Bid of _____ (Bidder), organized and existing under the laws of or a resident of the State of _____, doing business as _____,* to the City of Sturgis (City).

*Insert as applicable: "a corporation," "a partnership" or "an individual."

1. City will receive sealed Bids for City Hall/District Library Exterior Rehab at the City of Sturgis, City Manager's Office, 130 N. Nottawa Street, Sturgis, Michigan 49091 until Monday April 20, 2026, 4 p.m., local time. No Bids will be received after this date and time. Bids must be submitted on this form and shall be enclosed in an opaque, sealed envelope, marked with "Bid Enclosed", the project title and the name and address of the Bidder. Do not submit an envelope so marked unless a valid Bid is enclosed. Bids may also be submitted electronically on BidNet Direct.
2. Bids may not be withdrawn for a period of 30 days after the actual date of opening thereof. This time period may be extended by mutual agreement of the City and any Bidder or Bidders. It is anticipated that a recommendation for award will be submitted to the Sturgis City Commission for consideration at its meeting on Wednesday, May 13, 2026.
3. The City reserves the right to waive any irregularities and to reject any and all Bids.
4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to accept a Purchase Order and to complete City Hall/District Library Exterior Rehab as specified or indicated before September 30, 2026.
5. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
7. Specifications: Clean and prepare exterior EIFS surfaces for recoating with Sto Acryl Plus #31337 in the designer collection series. Inspect all surfaces to be recoated and repair and damaged or deteriorated areas. It is the responsibility of the contractor to inspect areas, and include a square footage amount of expected repairs necessary with their proposal. Reference pictures are included in Exhibit A.
8. *Insurance is generally not needed for procurement bids.*

GENERAL REQUIREMENTS

1. Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage and shall make City of Sturgis a certificate holder of any such insurance. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Workers Compensation Insurance:

- A. State: Statutory
- B. Applicable Federal (e.g., Longshoreman's): Statutory
- C. Employer's Liability: \$ 500,000.00

Errors and Omission Insurance with a minimum of \$1M per claim/\$2M aggregate

General Liability Insurance:

- D. General Aggregate \$ 1,000,000.00
- E. Products-Completed Operations Aggregate \$ 1,000,000.00
- F. Personal and Advertising Injury \$ 1,000,000.00
- G. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000.00
- H. Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages where applicable.
- I. Excess or Umbrella Liability:
 - a. General Aggregate \$ 2,000,000.00
 - b. Each Occurrence \$ 2,000,000.00
- J. Contractual Liability:
 - a. Bodily Injury:
 - i. Each Person \$ 1,000,000.00
 - ii. Each Accident \$ 1,000,000.00
 - b. Property Damage:
 - i. Each Accident \$ 1,000,000.00
 - ii. Annual Aggregate \$ 1,000,000.00
- K. Contractor's Pollution Liability \$ 1,000,000.00

Automobile Liability (including hired and non-owned vehicles):

- L. Bodily Injury:
 - a. Each Person \$ 1,000,000.00
 - b. Each Accident \$ 1,000,000.00
- M. Property Damage:
 - a. Each Accident \$ 1,000,000.00
- N. MCS 90 Endorsement on Vehicle Insurance: Statutory

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor's parent corporation.

If Bidders have questions, they may contact Dan Root, Facilities Manager at droot@sturgsmi.gov, or (269) 503-9537.

*Michigan Act 213, P.A. 1963 requires Performance and Payment Bonds for all **construction** projects of more than \$50,000.*

11. Bidder will complete the Work for the following price:

Proposed Sq. Ft of repairs necessary _____

Base Bid _____ (\$ _____)
(use words) (figures)

=====

Total = \$ _____]

SUBMITTED on _____, 20__ By: _____
Date* Name of Bidder*

_____ Signature
Street*

_____ Name and Title of Signatory*
City, State, and Zip*

_____ Telephone Number*

*Typed or printed in ink.

_____ Bidder (Firm or Corporation Name)

Exhibit A
Specifications for City Hall/District Library Exterior Rehab
Bids to be received by April 20, 2026, 4 p.m

As needed, include requirements for compliance with OSHA & MI OSHA.













**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10F

Bid Tab - SCYA Curtain Bid

Name	Address	Base Bid	Alt. 1	Total	Notes
SLS Production Services, LLC	1711Vanderbilt Ave Portage, MI 49024	\$ 96,471.83	\$ -	\$ 96,471.83	Base includes raising existing dead hung electric and movie screen
Tobins Lake Sales, LLC	8322 Whitaker Rd Ypsilanti, MI 48197	\$ 92,300.00	\$ 9,000.00	\$ 101,300.00	Can not start work until after November 1, 2026
Stage Rigging Service, Inc	867 Huffman St Greensboro, NC 27405	\$ 123,512.00	\$ 10,000.00	\$ 133,512.00	
Janson Industries, LTD	1200 Garfield Ave SW Canton, OH 44706	\$ 107,850.00	\$ 13,000.00	\$ 120,850.00	
Fantasee Intergration	6235 Concord Ave Detroit, MI 48211	\$ 173,963.18	\$ 26,848.76	\$ 200,811.94	

INVITATION TO BID and BID
for
Auditorium Curtain Replacement

Bid of _____ (Bidder), organized and existing under the laws of or a resident of the State of _____, doing business as _____,* to the City of Sturgis (City).

*Insert as applicable: "a corporation," "a partnership" or "an individual."

1. City will receive sealed Bids for Auditorium Curtain Replacement at the City of Sturgis, City Manager's Office, 130 N. Nottawa Street, Sturgis, Michigan 49091 until Monday April 27, 2026, 4p.m., local time. No Bids will be received after this date and time. Bids must be submitted on this form and shall be enclosed in an opaque, sealed envelope, marked with "Bid Enclosed", the project title and the name and address of the Bidder. Do not submit an envelope so marked unless a valid Bid is enclosed. Bids may also be submitted electronically on BidNet Direct.
2. Bids may not be withdrawn for a period of 30 days after the actual date of opening thereof. This time period may be extended by mutual agreement of the City and any Bidder or Bidders. It is anticipated that a recommendation for award will be submitted to the Sturgis City Commission for consideration at its meeting on Wednesday, May, 13 2026.
3. The City reserves the right to waive any irregularities and to reject any and all Bids.
4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to accept a Purchase Order and to complete Auditorium Curtain Replacement as specified or indicated before August 1, 2026.
5. **Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.** Site visits must be coordinated with Dan Root, Facilities Manager, City of Sturgis.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
7. Specifications: See attached Exhibit A, Specifications for Auditorium Curtain Replacement
8. GENERAL REQUIREMENTS
 1. Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage and shall make City of Sturgis a certificate holder of any such insurance. The certificates shall contain the following express obligation:
"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."
For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Workers Compensation Insurance:

- A. State: Statutory
- B. Applicable Federal (e.g., Longshoreman's): Statutory
- C. Employer's Liability: \$ 500,000.00

Errors and Omission Insurance with a minimum of \$1M per claim/\$2M aggregate

General Liability Insurance:

- D. General Aggregate \$ 1,000,000.00
- E. Products-Completed Operations Aggregate \$ 1,000,000.00
- F. Personal and Advertising Injury \$ 1,000,000.00
- G. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000.00
- H. Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages where applicable.
- I. Excess or Umbrella Liability:
 - a. General Aggregate \$ 2,000,000.00
 - b. Each Occurrence \$ 2,000,000.00
- J. Contractual Liability:
 - a. Bodily Injury:
 - i. Each Person \$ 1,000,000.00
 - ii. Each Accident \$ 1,000,000.00
 - b. Property Damage:
 - i. Each Accident \$ 1,000,000.00
 - ii. Annual Aggregate \$ 1,000,000.00
- K. Contractor's Pollution Liability \$ 1,000,000.00

Automobile Liability (including hired and non-owned vehicles):

- L. Bodily Injury:
 - a. Each Person \$ 1,000,000.00
 - b. Each Accident \$ 1,000,000.00
- M. Property Damage:
 - a. Each Accident \$ 1,000,000.00
- N. MCS 90 Endorsement on Vehicle Insurance: Statutory

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor's parent corporation.

If Bidders have questions, they may contact Dan Root at (269) 503-9537 or droot@sturgismi.gov.

*Michigan Act 213, P.A. 1963 requires Performance and Payment Bonds for all **construction** projects of more than \$50,000.*

[11. Bidder will complete the Work for the following price[s]]:

Base Bid _____ (\$ _____)
(use words) (figures)

Alternate Bid _____ (\$ _____)

Total = \$ _____]

SUBMITTED on _____, 20__ By: _____
Date* Name of Bidder*

Street* Signature

City, State, and Zip* Name and Title of Signatory*

Telephone Number*

*Typed or printed in ink.

Insert the following at the bottom of each page on which the Bidder enters information except the first page and this signature page:

Bidder (Firm or Corporation Name)

Exhibit A
Specifications for Auditorium Curtain Replacement
Bids to be received by April 27, 2026

As needed, include requirements for compliance with OSHA & MI OSHA.

- Project to include removal and disposal of all existing curtains and associated hardware, furnish and install new hardware and curtains as specified.
- Site visits are required to obtain the necessary information for installation and site conditions
- Alternate bids will be accepted to rehang existing dead hung lights and associated equipment that will need to be raised to accommodate new curtain heights

Curtain/Hardware specifications:

Main & Valance 25 oz. IFR Charisma Fabric - 50% Fullness

1-each - Main-18'6"x44'

1-each - Valance-7'6"x41'

ACT Curtian & Border 22 oz. IFR Prism Fabric - 50% Fullness

1-each - Act Curatin-18'6"x48'

1-each - Border-6'6"x41'

Borders (3), Wings (6), Mid- 22 oz. IFR Prism Fabric - 50% Fullness

Stage & Rear Traveler

3-each - Borders-3'6"x41'

6-each - Wings-18'6"x11'

1-each - Mid-Stage Traveler-18'6"x48'

1-each - Rear-Stage Traveler-18'6"x48'

Borders (2) 22 oz. IFR Prism Fabric - 50% Fullness

2-each - Border-3'6"x41'

Scrim FR Shark tooth/Leno Scrim - White

1-each - Scrim-18'6"x42'

Traveler Track (3) 170 ADC Hand Line Draw Traveler Track

3-each 50'

Traveler Track (6) 170 ADC Walk Draw Traveler Track

6-each 11'6"

Side Tabs Front to Rear L/R Side Tabs-Walk Draw 140

ADC Track 22 oz. IFR Prism - 50% Fullness

6-each side tabs-18'6"x9'

Proscenium Front Valance 25 oz. IFR Charisma Fabric - 50% Fullness

1-each 8'x39'

Proscenium Front Valance 25 oz. IFR Charisma Fabric - 50% Fullness

2-each 22'x25' w/door cutout

SYCA Curtain Replacement

		261 SYCA	TOTAL PROJECT	
FY 2025-2026				Notes
BUDGETED FUNDS				
Curtain Replacement		\$ 150,000.00	\$ 150,000.00	Improvements to the stage area
TOTAL BUDGETED FUNDS				
PROJECT COSTS				
Stage Curtains	Recommended	\$ 96,471.83	\$ 96,471.83	SLS Production Services; includes curtains, adding side travel curtains to allow for black boxing
Receptacle Circuits	Budget	\$ 12,000.00	\$ 12,000.00	Moving receptacle circuits on stage to accommodate certain types of acts
TOTAL FY 2025-2026				
OVER (UNDER) BUDGET FY 2025-2026		\$ (41,528.17)	\$ (41,528.17)	