



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, FEBRUARY 22, 2023
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
 - A. Commission on Aging Services – COA Executive Director Pamela Riley
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
 - A. Action of Minutes of Previous Meetings
 - **APPROVE the minutes from the February 8, 2023 work session as presented.**
 - **APPROVE the minutes from the February 8, 2023 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$1,525,494.63 as presented.**
 - C. 119 S. Monroe Zoning District Amendment Second Reading – William Prichard
 - **CONSIDER this the second reading of and APPROVE an amendment to the Zoning Code, Article III pertaining to the Zoning map for 119 S. Monroe Street as presented effective March 15, 2023.**
 - D. Electronic Message Display Signs Ordinance Amendment Second Reading – William Prichard
 - **CONSIDER this the second reading of and APPROVE an amendment to the Zoning Code, Section 1.1001, General Requirements - M. Electronic Message Display Signs, as presented effective March 15, 2023.**
 - E. Transformer Bids – Chris McArthur
 - **APPROVE the bid of RESCO for fifty-six Ermco transformers in the amount of ninety-three thousand, two hundred and nineteen dollars (\$93,219.00) and APPROVE a contingency for price fluctuations in the amount of nine thousand three hundred dollars (\$9,300.00).**
 - F. MDOT-Aero ARPA Agreement – Andrew Kuk
 - **APPROVE the Airport Rescue Grant Agreement American Rescue Plan Act (ARPA) of 2021 Subgrant # IRS-13222 with the Michigan Department of Transportation – Aeronautics and AUTHORIZE Interim City Manager Andrew Kuk to sign all necessary documents.**
9. UNFINISHED BUSINESS
 - A. Splash Pad Restrooms – Andrew Kuk
10. NEW BUSINESS
 - A. Pine Street Vacation Public Hearing – Barry Cox
 - B. 105 W. Chicago Rd. Detour Signage Cost Waiver – Andrew Kuk
 - C. Moso Village Development Agreement Addendum – Andrew Kuk
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – Purchase of Property
13. ADJOURN

Manager's Report

FEBRUARY 22, 2023



Submitted by:

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

Andrew Kuk
Interim City Manager

Presentation

5A. Commission on Aging Services

Commission on Aging (COA) Executive Director Pamela Riley will provide an update on services provided by the COA.

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for February 22, 2023 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the February 8, 2022 work session as presented.

Consent Agenda Motion:

APPROVE the minutes from the February 8, 2022 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,525,494.63 as presented.

8C. 119 S. Monroe Zoning District Amendment Second Reading

At the February 8th City Commission meeting, a first reading for a zoning district change to the property located at 119 S. Monroe Street (Parcel ID# 052-040-457-00) was held. The request is to change the zoning district from the Residential 4 (R-4) zoning district to the Central Business (B-C) zoning district. The Future Land Use Map identifies this property as Central Business District.

Sturgis Bank and Trust Company has been in discussion with the Community Development Department regarding downtown parking. As part of this discussion, the bank stated they had interest in increasing the parking area of

their existing lot to the south. The bank purchased 119 and 121 S. Monroe in the middle of 2022. 121 S. Monroe is an existing residential dwelling that is a registered rental with the City and 119 S. Monroe is a vacant parcel. By rezoning the vacant parcel to B-C it would allow for the parking area expansion.

Consent Agenda Motion:

CONSIDER this the second reading of and APPROVE an amendment to the Zoning Code, Article III pertaining to the Zoning map for 119 S. Monroe Street as presented effective March 15, 2023.

Included in your packet:

1. 119 S. Monroe Zoning District Resolution

8D. Electronic Message Display Signs Ordinance Amendment Second Reading

At the February 8th meeting, the Commission held a first reading of amendments to the zoning ordinance related to electronic message display signs. The proposed changes, included in section 1.1001 (M). – General Requirements – Electronic Message Display Signs of the zoning ordinance include:

- Removal of subsection (1) (c) regarding electronic message display signs in the Central Business (BC) zoning district.
- Changes to subsection (9) regarding the requirements for electronic message display signs in and adjacent to the residential properties. It changes the standard from distance to a residential zoning district to distance to a residential dwelling unit.

A final copy of the ordinance is included in your packet.

Consent Agenda Motion:

CONSIDER this the second reading of and APPROVE an amendment to the Zoning Code, Section 1.1001, General Requirements - M. Electronic Message Display Signs, as presented effective March 15, 2023.

Included in your packet:

1. Electronic Message Display Signs Resolution

8E. Transformer Bids

As part of the Electric Department's projects for this fiscal year they plan to upgrade the voltage on the line feeding the Minnewaukan Lake area. As part of this conversion, the City needs to replace the existing transformers with dual voltage units, allowing for a change in voltage once all of the transformers are replaced. Staff went out to bid for fifty-six pole mount transformers of various voltages. Staff received four bids ranging from \$83,240.00 to \$226,602.84. A bid tab is included in your packet.

While reviewing the documents, the bid from Jerry's Electric in the amount of \$83,240.00 was found to be non-responsive as the units quoted were remanufactured while the bid documents specified new units. The bid also did not include shipping as part of the cost.

Staff is recommending the low responsive bidder, RESCO, for fifty-six Ermco transformers in the amount of \$93,219.00. The current lead time is the 4th quarter of 2023.

The pricing provided by RESCO is subject to change at time of shipment as it is with all responsive bidders. Material is subject to possible fuel surcharge at time of shipment. Therefore staff is recommending a \$9,300.00 contingency (approximately 10%) for price fluctuations. This brings the not-to-exceed amount for the purchase with contingency to \$102,519.00

Consent Agenda Motion:

APPROVE the bid of RESCO for fifty-six Ermco transformers in the amount of ninety-three thousand, two hundred and nineteen dollars (\$93,219.00) and APPROVE a contingency for price fluctuations in the amount of nine thousand three hundred dollars (\$9,300.00).

Included in your packet:

1. Transformers Bid Tabulation

8F. MDOT-Aero ARPA Agreement

The American Rescue Plan Act of 2021 (ARPA) includes \$8 billion in funds to be awarded as economic assistance to eligible U.S. airports related to response to the COVID-19 pandemic. Non-primary commercial service and general aviation airports (including Kirsch Municipal Airport) are scheduled to receive a set amount of funding based on their airport categories, such as National, Regional, Local, and Basic. These funds are distributed to local airports via the state.

Included in your packet is a grant agreement with the Michigan Department of Transportation – Aeronautics (MDOT-Aero) for funding related to the ARPA program. The City's set funding amount is \$32,000.00. The airport can use these funds for costs related to operations, personnel, cleaning, or debt service payments among other eligible expenses. The funds can be used to reimburse already-incurred costs and there is no match required on the funds. Staff recommends approval of the contract.

Consent Agenda Motion:

APPROVE the Airport Rescue Grant Agreement American Rescue Plan Act (ARPA) of 2021 Subgrant # IRS-13222 with the Michigan Department of Transportation – Aeronautics and AUTHORIZE Interim City Manager Andrew Kuk to sign all necessary documents.

Included in your packet:

1. ARPA Grant Agreement

9. Unfinished Business

A. Splash Pad Restrooms

Staff: Andrew Kuk

At the February 8th City Commission meeting, staff presented information on contract bids for the Splash Pad project. As part of that information, staff discussed the restroom facilities for the project that were not included as part of the construction contract. These restrooms would be an additional cost above what was budgeted in the fiscal year for the project. As discussed waiting to search for additional grant funding or donations had the potential to delay installation of the restrooms until 2024. The City Commission had consensus for City staff to bring back funding solutions that would allow placing an order for the bathrooms now so that they can be included as part of construction activities this year.

If the Commission wishes to move forward with purchase of the bathroom facilities now to allow for installation this year, staff is recommending that an additional transfer from Capital Reserve be utilized to cover the additional \$218,855.00 in costs for the bathrooms. This additional cost would be offset by the delay of the downtown parking lot project, which was budgeted with \$1,300,000.00 coming from Capital Reserve but which will not be constructed this fiscal year. In addition, staff plans to do a final appeal for additional fundraising for the project.

Included in your packet is an order form with quote from CXT for the restroom facility. This form outlines the proposed cost of the restroom as well as the options selected for the project. The as-designed quote for the building is \$218,855.00 including delivery and installation by CXT.

The proposed facility is a prefabricated, precast concrete building with four family-assist fully accessible flush restrooms. The building would be delivered complete and ready to use, including plumbing and electrical connections. The previously-approved construction contracts included site preparation and utility stubs for the

restrooms, so no additional costs are required for the bathroom portion of the project.

The roof and walls of the CXT bathrooms are fabricated with high strength precast concrete and are designed to meet all local building codes and ADA standards as well as to withstand heavy snow and high wind loads. The all-concrete construction also makes the buildings easy to maintain and better able to withstand vandalism. The CXT building interiors are also designed to be easy to maintain, to resist abusive wear, and to be cleaned quickly. A brochure on the CXT restrooms and a drawing set for the proposed building are included in your packet.

Included in your packet is an updated budget and cost spreadsheet for the Splash Pad project. The purchase from CXT is part of the Sourcewell collaborative purchasing program, therefore a bid waiver is not required for the purchase.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the purchase from CXT for a precast restroom facility as presented in the amount of two hundred and eighteen thousand, eight hundred and fifty-five dollars (\$218,855.00) and AUTHORIZE Interim City Manager Andrew Kuk to sign all necessary documents.

Staff Recommendation:

APPROVE and AUTHORIZE

Included in your packet:

1. Restroom Quote and Order Form
2. CXT Restroom Brochure
3. Arapahoe Restroom Drawings
4. Splash Pad Budget and Costs Spreadsheet

10. New Business

A. Pine Street Vacation Public Hearing

Staff: Barry Cox

OPEN PUBLIC HEARING

At the January 11th City Commission meeting, the Commission approved a resolution setting a public hearing regarding the vacation of an undeveloped portion of Pine Street extending north from the Lakeview Manor plat. City staff has requested the vacation after research indicating the parcel was deeded to the City for use as a public street and lies directly in the Splash Pad project site. If approved for vacation, it would be added to a property combination for the entire Thurston Woods Park, Doyle Center, and Community Enrichment Center area.

A draft resolution vacating the street is included in your packet for consideration following the public hearing. Should any objections be raised by the public to the vacation, either in writing prior to the meeting or at the public hearing, the Commission would need to have a 2/3rds majority vote to move forward with vacating the street. To date, no objections have been received by City staff.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution to Vacate a Portion of Pine Street as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Pine Street Vacation Resolution
2. Exhibit A

10. New Business

B. 105 W. Chicago Rd. Detour Signage Cost Waiver

Staff: Andrew Kuk

Harrison Investment Properties (HIP) is working to complete a rehabilitation project at 105 W. Chicago Road (former B&W/Machine Grill/Dreams Come True Building). The project includes first story commercial space for Mike's Pizza and second- and third-story apartments.

As part of the project, HIP is required to install fire suppression in the building, necessitating a new water service. The location of the building offers two options for connection of a new service line; either back through the alley way and Wieslochweg pedestrian area to the water main in the parking lot, or out front of the building into the water main located in US-12/M-66.

The cost of the water service tap to HIP is a time and material cost. City staff worked with HIP to assess the cost of running the water service both out front of the building and out back of the building. The option to run the service out back of the building was complicated by a number of factors. First, the location of the building required both a long run of pipe to the back parking lot. This was further complicated by needing to run a new service through a tight alley corridor that contains numerous other utility services. This tight space and the presence of other utilities also increased cost considerations, as much of the work would have required hand-digging.

Ultimately, the least costly and complicated option was determined to be running the water service out the front of the building and connecting in US-12/M-66. This will require open cutting the road to install the new service and a temporary detour of traffic on US-12/M-66 while the work takes place.

In order to complete the work in US-12/M-66, the City will need to set up a detour route during construction. Staff have estimated the cost of this work at \$5,384.61. This is part of an overall time and materials cost estimate for service of \$25,524.62.

Based on the unique nature of this particular service installation, staff are recommending waiving the detour signage and setup cost for this service installation. For very few locations where a new water service is needed is the best option a connection in the state highway where an extensive detour setup would be required as it is in this case. Most properties would either not have the complicated utility corridor in the rear of the property, allowing them an easier connection to a different water main, or be located such that less intensive and costly detour/construction signage measures could be utilized.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the waiver of City detour signage and setup costs for the water service tap at 105 W. Chicago Road as presented.

Staff Recommendation:

APPROVE

10. New Business

C. Moso Village Development Agreement Addendum

Staff: Andrew Kuk

At the February 8th City Commission meeting, the Commission directed City staff to prepare a forbearance agreement addendum related to Moso Village for consideration at future meeting.

Included in your packet is a draft second addendum to the Development Agreement between the City, Sturgis Brownfield Redevelopment Authority, and the developer. After review by the City Attorney, a second addendum to the original development agreement, versus an addendum to the forbearance agreement was determined to be the correct approach.

The proposed addendum confirms completion of the project and makes final payment to the developer for certified eligible expenses related to the project.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Second Addendum to Development Agreement related to the Moso Village project as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Moso Village Second Addendum to Development Agreement

Noteworthy Meetings / Events

- Township Supervisor Meeting | February 8th
- Ribbon Cutting | Willowbrook at Thurston Woods | February 8th
- Lions Club Meeting | February 15th
- B3 Meeting | February 16th

Upcoming Events

- Art Around Town/Winter Wine Down | Downtown | 5:30pm-9:00pm | March 24th
- MML Capital Conference | April 19th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, FEBRUARY 8, 2023
WIESLOCH RAUM – CITY HALL

Mayor Mullins 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. Kinsey.

Commissioners present: Bir, Klinger, Kinsey, Smith, Harrington, Hile, Perez, Vice-Mayor Miller, Mayor Mullins
Commissioners absent: None

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

City Attorney TJ Reed provided information on potential costs to register a trademark for the new SYCA logo. Discussion followed.

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

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Klinger to approve the Consent Agenda of February 8, 2023 as presented.

8A. Action of Minutes of Previous Meetings

- APPROVE the minutes from the January 25, 2023 regular meeting as presented.

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$1,767,437.00 as presented.

C. Fawn River Township PA 425 Agreement #5 Transfer – 68850 Vinewood Ave.

- ADOPT the Transfer of Property from Fawn River Township (Agreement #5) Resolution for 68850 Vinewood Avenue as presented.

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 property 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)
Ruby Perez	68850 Vinewood Avenue	75-005-120-148-00	75-052-460-148-00

Legal description of parcel:

Lots 10 and 12, Block 13, 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 parcels: 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: Nine

Voting nay: None

MOTION CARRIED

Community Development Director Will Prichard provided details on the request from Sturgis Bank & Trust to rezone 119 S. Monroe Street to accommodate additional downtown parking. The Planning Commission recommended the rezoning. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Hile to consider this the first reading of an amendment to the Zoning Code, Article III pertaining to the Zoning map for 119 S. Monroe Street as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Community Development Director Will Prichard provided details on the proposed changes to the ordinance regulating electronic message display signs. The Planning Commission recommended the changes. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to consider this the first reading of an amendment to the Zoning Code, Section 1.1001, General Requirements - M. Electronic Message Display Signs, as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Interim City Manager Andrew Kuk provided a history of the agreements between the Brownfield Redevelopment Authority, the City, and Moso Village for completion of the project and repayments for eligible activities. Developer Jeremy Gump provided an explanation for delays in the project and its current status. Discussion followed. The City Commission had general consensus to approve the payment of the remaining eligible funds to the developer after approval of a final addendum.

Moved by Comm. Hile and seconded by Comm. Perez to direct city staff to prepare a forbearance agreement addendum related to Moso Village for consideration at future meeting.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Interim City Manager Andrew Kuk explained that staff has had discussions with Kristi Boughton of the St. Joe Community Co-op and others about the potential for an extreme weather overnight shelter in the basement of the Co-op's building at 307 W. Chicago Rd. (Old Journal Building). He explained the activities that could be allowed at this site and information on what would be needed to allow additional activities.

Ms. Boughton explained that the lower level is currently underutilized and that she would like to use that area as an emergency warming shelter. She expressed gratitude to City staff for their aid in providing information and a willingness to assist her in developing a viable solution to the issue.

Diana Wells-Wilson, St Johns Episcopal Church, spoke about issues with the homeless.

City Commissioners discussed a number of topics related to this issue and expressed a desire to develop a solution.

Moved by Comm. Miller and seconded by Comm. Perez to direct City staff to prepare an ordinance related an Extreme Weather Overnight Shelter for consideration at a future meeting.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Interim City Manager Andrew Kuk provided information on the history of the bidding process and details on the bids received for construction of the splashpad near the Doyle Community Center. He also provided details on the approved budget and the funding shortfalls that exist in order to complete all aspects of the project. Discussion followed.

The City Commission had consensus for City staff to bring back funding solutions that would allow placing an order for the bathrooms, as specified as part of the splashpad project, so that they can be included in this year's construction.

Moved by Comm. Klinger and seconded by Comm. Kinsey to approve the award of Contract 1 for the Splash Pad project to Frederick Construction, Inc. in the amount of six hundred and ninety-five thousand, three hundred and fourteen dollars and seventy-four cents (\$695,314.74) and authorize the Interim City Manager to sign all necessary documents.

Voting yea: Eight

Voting nay: Smith

MOTION CARRIED

Moved by Comm. Klinger and seconded by Comm. Perez to approve the award of Contract 2 for the Splash Pad project to Parrish Excavating in the amount of five hundred and twenty thousand, five hundred and sixty-five dollars (\$520,565.00) and authorize the Interim City Manager to sign all necessary documents.

Voting yea: Eight

Voting nay: Smith

MOTION CARRIED

Moved by Comm. Klinger and seconded by Comm. Perez to approve a contingency budget for the Splash Pad project in the amount of one hundred and twenty-two thousand dollars (\$122,000.00).

Voting yea: Eight

Voting nay: Smith

MOTION CARRIED

Economic Development Specialist Jeff Coney explained that the City of Sturgis achieved Essentials status in the Michigan Economic Development Corporation's Redevelopment Ready Communities program, which, among other things, made the City eligible to participate in the Match on Main grant program for downtown businesses. These grants, up to \$25,000, would be approved by the State. The City and DDA would assist downtown businesses with their application. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Kinsey to approve participation in the Match on Main program and appoint Commissioner Perez and Commissioner Klinger to the review committee as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Economic Development Specialist Jeff Coney provided details on the bids received related to an RFP for the planning for development of the Stateline Business Park. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Smith to approve the selection of Fleis & VandenBrink for the Stateline Business Park planning in an amount not-to-exceed twenty-five thousand, nine hundred dollars (\$25,900.00) as presented and authorize the Interim City Manager to sign all necessary documents.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Interim City Manager Andrew Kuk and City Attorney TJ Reed provided details on the agreement for City Attorney services. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Perez to approve the City Attorney Retainer Agreement with Bird, Scheske, Reed & Beemer, P.C. as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Mayor Mullins announced the two interviewees for the position of City Manager as David Johnston of Covington, Kentucky and Interim City Manager Andrew Kuk. Interviews will take place on Monday, February 27, 2023 at 5:00 pm at City Hall.

Moved by Comm. Hile and seconded by Comm. Bir to go into Closed Session for discussion of the potential purchase of property.

Voting yea: Bir, Klinger, Kinsey, Smith, Harrington, Hile, Perez, Miller, Mullins

Voting nay: None

MOTION CARRIED

Meeting recessed at 8:40 p.m.

Meeting reconvened at 8:44 p.m.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Klinger and seconded by Comm. Perez to approve the addendum to the purchase agreement for lot 39 in subdivision II as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 8:45 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**WORK SESSION - STURGIS CITY COMMISSION
WEDNESDAY, FEBRUARY 8, 2023
WIESLOCH RAUM – CITY HALL**

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

Commissioners present: Bir, Klinger, Kinsey, Smith, Harrington, Hile, Perez, Vice-Mayor Miller, Mayor Mullins

Commissioners absent: None

Also present: City Attorney, City Clerk

The City Commission reviewed potential questions during the interviews for City Manager.

The City Commission had consensus to conduct the interviews for City Manager on Monday, February 27, 2023 at 5:00 p.m. in the Wiesloch Raum of City Hall.

One of the interviews will be conducted via Zoom.

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

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8B

Date	Check#	Vendor	Vendor Name	Amount
Manual Checks				
02-14-2023	245248M	00296	HELADIO PEDRAZA	2,000.00
02-03-2023	PR0602M	00061	CITY OF STURGIS PAYROLL	360,622.79
02-02-2023	T15502M	05892	PAYCOR	951.54
02-01-2023	T15503M	06290	MEDPRO WASTE DISPOSAL LLC	25.00
02-03-2023	T15504M	00062	CITY OF STURGIS-EMPLOYEE INS	73,489.04
02-03-2023	T15505M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,935.39
02-03-2023	T15506M	06190	HEALTH EQUITY/HSA PR TRANSFER	3,300.00
02-03-2023	T15507M	00065	DOYLE MEMBERSHIP TRANSFER	2,731.15
02-03-2023	T15508M	00063	CITY OF STURGIS TAX TRANSFER	19,982.53
02-03-2023	T15509M	05123	COMERICA BANK-INST TRUST SERV	33,451.80
02-03-2023	T15510M	03229	CITY OF STURGIS-WORKERS COMP	3,610.19
02-03-2023	T15511M	00064	INTL CITY MGMT ASSOC RETR CORP	8,247.82
02-12-2023	T15512M	02909	CHARTER COMMUNICATIONS	708.68
02-21-2023	T15513M	03770	MICHIGAN GAS UTILITIES	2,769.43
02-21-2023	T15514M	03770	MICHIGAN GAS UTILITIES	546.58
02-21-2023	T15515M	03770	MICHIGAN GAS UTILITIES	107.64
02-21-2023	T15516M	03770	MICHIGAN GAS UTILITIES	119.46
02-10-2023	T15517M	00512	CAMOCO FUEL SYSTEM	15,809.52
02-25-2023	T15518M	04389	FRONTIER COMMUNICATIONS A	254.25
02-25-2023	T15519M	04389	FRONTIER COMMUNICATIONS A	51.87
02-25-2023	T15520M	04389	FRONTIER COMMUNICATIONS A	51.87
02-21-2023	T15521M	04389	FRONTIER COMMUNICATIONS A	53.36
02-24-2023	T15522M	03770	MICHIGAN GAS UTILITIES	2,098.69
02-24-2023	T15523M	03770	MICHIGAN GAS UTILITIES	6,274.06
02-24-2023	T15524M	03770	MICHIGAN GAS UTILITIES	187.37
02-24-2023	T15525M	03770	MICHIGAN GAS UTILITIES	479.73
02-23-2023	T15526M	03770	MICHIGAN GAS UTILITIES	1,093.88
02-01-2023	T15527M	06030	VERIZON CONNECT NWF INC	113.33
02-27-2023	T15528M	03770	MICHIGAN GAS UTILITIES	796.17
02-10-2023	T15529M	00181	GORDON FOOD SERVICE	214.86
02-08-2023	T15530M	04524	ALERUS FINANCIAL	1,491.00
02-22-2023	T15531M	03858	FARMERS STATE BANK	7,781.90
02-06-2023	T15532M	04197	MI PUBLIC POWER AGENCY	297,149.46
02-13-2023	T15533M	04197	MI PUBLIC POWER AGENCY	323,866.54
02-25-2023	T15534M	04197	MI PUBLIC POWER AGENCY	38,273.12
02-12-2023	T15535M	00449	CENTURY BANK & TRUST	3,402.13

Date	Check#	Vendor	Vendor Name	Amount
Manual Checks				
Automatic Checks				
02-22-2023	245249	06355	A&L GREAT LAKES LABORATORIES	299.50
02-22-2023	245250	00066	ACTION QUICK PRINT PLUS	94.00
02-22-2023	245251	06156	AGILE TICKETING SOLUTIONS LLC	85.39
02-22-2023	245252	04187	AIRNAV LLC	70.00
02-22-2023	245253	00332	ALEXANDER CHEMICAL CORP	3,433.25
02-22-2023	245254	05986	ALPHA BUILDING CENTER-NOTTAWA	250.64
02-22-2023	245255	00335	ALTEC INDUSTRIES, INC.	6,115.77
02-22-2023	245256	06119	AMAZON.COM SALES INC	3,077.26
02-22-2023	245257	06363	AMELIA EARL	45.00
02-22-2023	245258	00339	AMERICAN PUBLIC WORKS ASSOC	864.00
02-22-2023	245259	00340	AMERICAN SAFETY & FIRST AID	56.09
02-22-2023	245260	00296	ANGEL A CASTRO	74.86
02-22-2023	245261	06368	ASCENSUS	3,150.00
02-22-2023	245262	05462	AUTOZONE STORES LLC	6.19
02-22-2023	245263	05719	BAKER'S BODY SHOP LLC	4,577.20
02-22-2023	245264	05640	BECKETT & RAEDER	1,313.75
02-22-2023	245265	00072	BIRD, SCHESKE, REED & BEEMER,	2,457.50
02-22-2023	245266	00296	BLOCK 14 INC	40.00
02-22-2023	245267	00005	BOGEN CONCRETE INC	602.50
02-22-2023	245268	00006	BOLAND TIRE INC	931.08
02-22-2023	245269	05991	BORGESS MEDICAL GROUP	84.00
02-22-2023	245270	04965	BSN SPORTS INC	225.57
02-22-2023	245271	06366	CANINE DEVELOPMENT GROUP INC	140.00
02-22-2023	245272	00315	CENTURYLINK	31.73
02-22-2023	245273	06081	CERTIFIED TRANSMISSION INC	4,639.38
02-22-2023	245274	05108	CORRIGAN OIL CO	26.00
02-22-2023	245275	06325	COTTIN'S HARDWARE	664.28
02-22-2023	245276	06158	CULLIGAN WATER OF STURGIS	145.00
02-22-2023	245277	01119	DAVID W LUDDERS	53.60
02-22-2023	245278	00296	DEBORAH C PODMAJERSKI	75.04
02-22-2023	245279	03095	MARY DRESSER	95.00
02-22-2023	245280	00160	DURY OIL CO	125.95
02-22-2023	245281	00364	CAROL DUSTIN	360.00
02-22-2023	245282	01403	GEORGE EARL	40.00
02-22-2023	245283	06014	EGANIX INC	840.00
02-22-2023	245284	06062	ELECTIONSOURCE	2,115.00
02-22-2023	245285	03929	EMERGENCY MEDICAL PRODUCTS INC	947.18
02-22-2023	245286	06244	EMERGENCY VEHICLES PLUS	96.51
02-22-2023	245287	04955	ENVIRO-CLEAN	10,552.00
02-22-2023	245288	06343	ERIN MELCHI BAKER	80.00
02-22-2023	245289	01847	ESTUDIO DESIGN LLC	240.00
02-22-2023	245290	06223	EUROFINS ENVIRONMENTAL TESTING	1,012.50
02-22-2023	245291	05304	EVERBRIDGE INC	3,800.00
02-22-2023	245292	06210	EXPONENTIAL POWER INC	4,070.42
02-22-2023	245293	05929	FACTUAL DATA	50.00
02-22-2023	245294	05151	FAWN RIVER MECHANICAL LLC	1,245.50
02-22-2023	245295	05490	FERGUSON WATERWORKS #3386	10,125.56
02-22-2023	245296	00776	FLEIS & VANDENBRINK	23,630.50
02-22-2023	245297	06287	FOCAL POINT STUDIOS	5,000.00
02-22-2023	245298	04389	FRONTIER COMMUNICATIONS A	5,693.34

Date	Check#	Vendor	Vendor Name	Amount
02-22-2023	245299	06021	GABRIDGE & COMPANY PLC	5,000.00
02-22-2023	245300	05959	GAME TIME	1,007.13
02-22-2023	245301	00291	GATEHOUSE MEDIA MICHIGAN	138.00
02-22-2023	245302	00183	W W GRAINGER INC	759.44
02-22-2023	245303	04243	GRP ENGINEERING INC	2,333.50
02-22-2023	245304	00016	WILLIAM A HICKMAN	430.00
02-22-2023	245305	04081	HOMETOWN HEATING & PLUMBING	3,500.00
02-22-2023	245306	06347	HOPE EICHORN	80.00
02-22-2023	245307	03515	HYDROCORP	4,625.50
02-22-2023	245308	05809	IMAGE TREND INC	900.00
02-22-2023	245309	04543	J & B MEDICAL SUPPLY INC	222.92
02-22-2023	245310	06307	J F BRENNAN COMPANY INC	9,500.00
02-22-2023	245311	06199	JANSEN PLUMBING, HEATING &	716.10
02-22-2023	245312	00296	JESSICA AND TYRONE WASHINGTON	62.90
02-22-2023	245313	05238	JM TEST SYSTEMS INC	2,594.00
02-22-2023	245314	06314	JODIE M JOHNSON	60.00
02-22-2023	245315	06217	JOHN J FLOWERS	80.00
02-22-2023	245316	00020	KENDRICK STATIONERS INC	1,863.64
02-22-2023	245317	01615	KENNEDY INDUSTRIES INC.	1,340.50
02-22-2023	245318	01656	KOORSEN FIRE & SECURITY INC	1,461.85
02-22-2023	245319	01101	JANENE KOSMAN	40.00
02-22-2023	245320	00581	KRONTZ GENERAL MACHINE & TOOL	50.00
02-22-2023	245321	04071	KS AUTO SERVICE INC	88.00
02-22-2023	245322	00212	KSS ENTERPRISES	924.30
02-22-2023	245323	05716	KUBOTA KINGS	413.58
02-22-2023	245324	00216	LAWSON PRODUCTS INC	308.46
02-22-2023	245325	00394	LAWSON-FISHER ASSOCIATES PC	3,629.01
02-22-2023	245326	03684	LEXISNEXIS RISK SOLUTIONS	200.00
02-22-2023	245327	00041	LYNDA RIDDLE	25.00
02-22-2023	245328	06349	MERCURY MEDICAL	448.66
02-22-2023	245329	03774	STATE OF MICHIGAN	150.00
02-22-2023	245330	03774	STATE OF MICHIGAN	129.75
02-22-2023	245331	00505	STATE OF MICHIGAN	260.00
02-22-2023	245332	05121	MICKEY'S LINEN	265.05
02-22-2023	245333	06026	MID-CITY SUPPLY CO INC	1,376.97
02-22-2023	245334	05051	MILSOFT UTILITY SOLUTIONS	514.68
02-22-2023	245335	04825	MML WORKERS COMP FUND	3,856.00
02-22-2023	245336	05102	MCLEAN ENGINEERING CO	80,655.43
02-22-2023	245337	06069	NAPA AUTO PARTS	948.41
02-22-2023	245338	00041	NESTOR NIEVES	13.90
02-22-2023	245339	05671	PACE ANALYTICAL SERVICES LLC	364.30
02-22-2023	245340	05042	PLANT GROWTH MANAGEMENT SYSTEM	3,446.40
02-22-2023	245341	05026	PLUMMER'S ENVIRONMENTAL	4,742.20
02-22-2023	245342	00033	POSTNET POSTAL & BUSINESS	156.99
02-22-2023	245343	00485	POWER LINE SUPPLY	9,968.34
02-22-2023	245344	00031	POWER SYSTEM ENGINEERING INC.	4,962.50
02-22-2023	245345	04481	PROF SPORTS SPECIFIC TRAINING	450.00
02-22-2023	245346	06310	PROLEC-GE WAUKESHA, INC	596.41
02-22-2023	245347	00279	RATHCO SAFETY SUPPLY	1,942.31
02-22-2023	245348	05739	RENEWABLE WORLD ENERGIES LLC	9,584.78
02-22-2023	245349	00035	RESCO	8,286.74
02-22-2023	245350	06038	REVOLUTION HEALTH, P.C.	120.00
02-22-2023	245351	04643	SCMWA	35.00

Date	Check#	Vendor	Vendor Name	Amount
02-22-2023	245352	06257	SCOTT KLABUNDE	562.50
02-22-2023	245353	05765	SELKING INTERNATIONAL	221.80
02-22-2023	245354	00296	SILVIA BARROSO	33.43
02-22-2023	245355	02179	SPRINT	556.26
02-22-2023	245356	04310	SSEO GROUP INC	480.50
02-22-2023	245357	02880	ST JOE CO TRANSPORTATION AUTH	200.00
02-22-2023	245358	00488	STATE SYSTEMS RADIO INC	195.00
02-22-2023	245359	04274	STEENSMA LAWN & POWER EQUIP	517.65
02-22-2023	245360	03773	STOOPS FREIGHTLINER	47.76
02-22-2023	245361	03273	SAB/EA	550.00
02-22-2023	245362	01458	STURGIS AREA CHAMBER	250.00
02-22-2023	245363	01721	STURGIS BASEBALL DUGOUT CLUB	300.00
02-22-2023	245364	00507	STURGIS OVERHEAD DOOR & LADDER	180.00
02-22-2023	245365	00841	STURGIS TOWING & RECOVERY	328.00
02-22-2023	245366	04140	SWICK BROADCASTING COMPANY	200.00
02-22-2023	245367	06281	T-MOBILE USA INC	320.45
02-22-2023	245368	04149	TAMMY LASKOWSKI	1,675.10
02-22-2023	245369	05682	ROBERT TAYLOR	185.00
02-22-2023	245370	00046	TELE-RAD INC	612.25
02-22-2023	245371	06125	THE COPY IMAGE INC	120.00
02-22-2023	245372	06334	THERESE SCHESKE	30.00
02-22-2023	245373	03565	THREE RIVERS AREA	235.00
02-22-2023	245374	00296	TRINKA L RINARD	6.39
02-22-2023	245375	00296	TYLER W BRADLEY	119.91
02-22-2023	245376	01062	UNIVERSAL ADVERTISING ASSOC IN	409.50
02-22-2023	245377	03331	UTILITIES INSTRUMENTATION SERV	4,906.77
02-22-2023	245378	04503	VANCE OUTDOORS INC	2,135.00
02-22-2023	245379	05745	ERICA VARGAS SARCO	120.00
02-22-2023	245380	04453	VERIZON WIRELESS	2,725.21
02-22-2023	245381	03511	WASTE MANAGEMENT	2,060.05
02-22-2023	245382	06272	WEST MICHIGAN BASEBALL	387.36
02-22-2023	245383	03422	WINTER EQUIPMENT COMPANY, INC	1,622.80
02-22-2023	245384	02948	WITMER PUBLIC SAFETY GROUP INC	2,086.54
02-22-2023	245385	06107	YEOMAN, TALIA	390.00
02-22-2023	245386	06127	ZEIGLER KALAMAZOO II, INC	665.32
02-22-2023	D01941	04732	ALTA EQUIPMENT COMPANY	721.48
02-22-2023	D01942	01213	BISBEE INFRARED SERVICES INC	500.00
02-22-2023	D01943	02983	CINTAS LOCATION #351	2,010.61
02-22-2023	D01944	00157	JACK DOHENY COMPANIES INC	663.48
02-22-2023	D01945	00019	KENDALL ELECTRIC INC	54.47
02-22-2023	D01946	03944	LINDE GAS & EQUIPMENT INC	128.05
02-22-2023	D01947	06250	MARANA GROUP	1,562.15
Manual Total				\$1,215,042.15
Automatic Total				\$310,452.48
Grand Total				\$1,525,494.63

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 01/29/2023
PR0602M PAYROLL DATE 02/03/2023

GENERAL	\$169,305.03
MAJOR STREET	10,307.59
LOCAL STREET	24,122.49
CEMETERY	6,005.56
DDA	826.28
AIRPORT	302.38
BUILDING	3,311.27
STURGES-YOUNG CENTER FOR THE ARTS	5,639.85
RECREATION	3,338.71
DOYLE RECREATION CENTER	10,039.40
AMBULANCE	11,798.74
ELECTRIC	83,565.58
SEWER	15,534.77
WATER	13,107.14
MOTOR VEHICLE	3,418.00
Payroll Sub-Total	\$360,622.79

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8C

AMENDMENT TO ZONING ORDINANCE
PERTAINING TO ZONING MAP

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

WHEREAS, the City Commission, upon recommendation from the Planning Board, has determined that it is in the best interest of the residents of the City to modify the Zoning Ordinance with respect to the zoning map to change the zoning designation of certain property from the Residential 4 (R-4) zoning district to the Central Business (BC) district.

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

Article III of the Zoning Ordinance is hereby modified as follows, effective as of March 15, 2023.

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

Land situate in the City of Sturgis, St. Joseph County, Michigan:
119 S. Monroe Street
Parcel No. 052-040-457-00

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8D

AMENDMENTS TO ZONING ORDINANCE
PERTAINING TO THE REGULATION
OF ELECTRONIC MESSAGE DISPLAY SIGNS

An ordinance to amend Appendix A of the Zoning Ordinance of the City of Sturgis to provide for the modification of regulation of Electronic Message Display Signs within certain districts in the City and an effective date of this Ordinance.

WHEREAS, the City Commission, upon recommendation from the Planning Board, has determined that it is in the best interest of the residents of the City to modify the Zoning Ordinance to provide for the modification of regulation of Electronic Message Display Signs within the City;

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

Appendix A of the Zoning Ordinance of the City of Sturgis, Section 1.1001, of the Zoning Ordinance is hereby modified to provide as follows effective as of March 15, 2023.

Article X. – Signs

1.1001 General Requirements

...

(M)

...

2.

...

(c) ~~e. Areas located in the central business district as defined in section 1.1006 but not located in the B-C—central business zoning district shall follow the requirements for electronic message display signs of the zoning district in which they are located.~~

...

9. If a property has an electronic message display sign that is ~~in a residential district or the electronic message display is~~ within 150 feet of a residential dwelling unit~~district~~, it must be automatically turned off from dusk until dawn if equipped with a photosensor or other similar device. If the sign is not equipped with this option, the sign must be turned off between 7:00 p.m. and 7:00 a.m.

a. The distance provided in this section shall be measured by following a straight line, without regard to intervening buildings, from the nearest edge of electronic message display sign to the nearest point of the primary structure of residential dwelling unit. ~~If the sign is not equipped with this option the sign must be turned off between 7:00 p.m. and 7:00 a.m.~~

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8E

Price quote for assorted pole mounted transformers

Vendor	Item	Manufacturer	Qty.	Cost	Total	Lead time & comments
Jerry's Electric	5kva 120/240 pole mount transformer	Jerry's Electric	15	\$1,390.00	\$20,850.00	52 - 54 weeks
	10kva 120/240 pole mount transformer	Jerry's Electric	15	\$1,390.00	\$20,850.00	Freight not included. ALL units are remanufactured.
	15kva 120/240 pole mount transformer	Jerry's Electric	10	\$1,440.00	\$14,400.00	
	25kva 120/240 pole mount transformer	Jerry's Electric	10	\$1,850.00	\$18,500.00	
	15kva 277/480 pole mount transformer	Jerry's Electric	6	\$1,440.00	\$8,640.00	
	Total				\$83,240.00	

Vendor	Item	Manufacturer	Qty.	Cost	Total	Lead time & comments
RESCO	5kva 120/240 pole mount transformer	Ermco	15	\$1,320.00	\$19,800.00	Current lead time is beginning of 4th quarter of 2023
	10kva 120/240 pole mount transformer	Ermco	15	\$1,599.00	\$23,985.00	
	15kva 120/240 pole mount transformer	Ermco	10	\$1,755.00	\$17,550.00	Pricing is subject to change at time of shipment. Pricing is not firm. Material subject to possible fuel surcharge at time of shipment.
	25kva 120/240 pole mount transformer	Ermco	10	\$2,145.00	\$21,450.00	
	15kva 277/480 pole mount transformer	Ermco	6	\$1,739.00	\$10,434.00	
	Total				\$93,219.00	

Vendor	Item	Manufacturer	Qty.	Cost	Total	Lead time & comments
RESCO	5kva 120/240 pole mount transformer	Howard	15	\$2,600.00	\$39,000.00	60 weeks
	10kva 120/240 pole mount transformer	Howard	15	\$4,110.00	\$61,650.00	Pricing is subject to change at time of shipment. Pricing is not firm.
	15kva 120/240 pole mount transformer	Howard	10	\$4,820.00	\$48,200.00	
	25kva 120/240 pole mount transformer	Howard	10	\$6,495.00	\$64,950.00	
	15kva 277/480 pole mount transformer	Howard	6	\$4,850.00	\$29,100.00	
	Total				\$242,900.00	

Vendor	Item	Manufacturer	Qty.	Cost	Total	Lead time & comments
Wisecom Technologies Inc.	5kva 120/240 pole mount transformer	Howard	15	\$2,374.23	\$35,613.45	70 weeks
	10kva 120/240 pole mount transformer	Howard	15	\$4,030.93	\$60,463.95	70 weeks
	15kva 120/240 pole mount transformer	Howard	10	\$4,482.47	\$44,824.70	54 weeks
	25kva 120/240 pole mount transformer	Howard	10	\$5,847.14	\$58,471.40	54 weeks
	15kva 277/480 pole mount transformer	Howard	6	\$4,538.14	\$27,228.84	54 weeks
	Total				\$226,602.34	

Bids due 4:00 PM Monday February 6, 2023

Recommended : RESCO - Ermco units

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8F

Airport Rescue Grant Agreement

American Rescue Plan Act (ARPA) of 2021

Subgrant # IRS-13222

The Michigan Department of Transportation, acting as a Federal Aviation Administration (FAA) Block Grant Program Participant, has executed FAA ARPA Grant number 3-26-SBGP-132-2022. This Block Grant outlines specific requirements, terms, conditions, and assurances required of the Michigan Department of Transportation and any subordinate grant recipients.

This ARPA Agreement shall convey the specific requirements, terms, conditions, and assurances contained in FAA ARPA Grant number 3-26-SBGP-132-2022 to

City of Sturgis

hereafter referred to as “the SPONSOR” as a subgrant recipient of funds. FAA ARPA Grant number 3-26-SBGP-132-2022 is attached to this ARPA Agreement.

The maximum obligation payable to the SPONSOR is \$32,000. The SPONSOR may use these funds to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) pandemic. ARPA Grant subgrant recipients shall follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the funds received under 3-26-SBGP-132-2022 or any associated subgrants may not be used for any purpose not related to the airport.

The SPONSOR shall upload each payment request to MDOT's ProjectWise software. Each request shall include the following information:

- a) 2023 ARPA Operational Funding Reimbursement Request Form
- b) Summary Sheet (if multiple items are included)

Once completed payment requests are received, MDOT will review, process, and submit the request to FAA via the Delphi Invoicing System.

In addition to all specific requirements, terms, conditions, and assurances contained in FAA ARPA Grant Number 3-26-SBGP-132-2022, the Sponsor shall ensure strict adherence to the following audit requirements:

1. The SPONSOR will 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 Agreement (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Agreement.

2. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute with regard to allowable expenses or any other issue under this Agreement, the SPONSOR will 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.

3. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

4. If any part of the work is subcontracted, the SPONSOR will assure compliance with sections (1), (2), and (3) above for all subcontracted work.

5. The SPONSOR agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement which includes the FAA ARPA Grant number 3-26-SBGP-132-2022 attached to this ARPA Agreement. The SPONSOR also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

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

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT 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 MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to make that documentation available for review by MDOT in a convenient and reasonable way. The RESPONSE will refer to and apply the language of the Agreement. The SPONSOR 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 MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will 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 MDOT

determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Agreement or any other agreement or payable to the SPONSOR 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 MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR 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 MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

The Sponsor agrees to comply with all portions of this grant Agreement.

Sponsor:

Authorized Sponsor Signatory: _____

Authorized Sponsor Signatory (Printed): _____

Date: _____

MDOT Signatory: _____

MDOT Signatory Printed: _____

Date: _____



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT STATE BLOCK GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date February 4, 2022

Airport Rescue State
Block Grant No. 3-26-SBGP-132-2022

Unique Entity Identifier 805340361

TO: State of Michigan
(herein called the "State")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of Airport Improvement Program (AIP) Grant funds for airport planning, development, and noise program implementation projects conforming to 49 U.S.C Chapters 471 and 475, as permitted under 49 U.S.C. § 47128 at non-primary airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer AIP Grant funds for Sponsors of covered airports;

WHEREAS, the State has submitted to the FAA an Airport Rescue State Block Grant Application dated November 8, 2021, for a grant of Federal funds at or associated with the State of Michigan, which is included as part of this Airport Rescue State Block Grant Agreement;

WHEREAS, the FAA has made an Airport Rescue State Block Grant Offer and the State has accepted the terms of FAA's Airport Rescue State Block Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the Airport Rescue State Block Grant Application to provide Airport Rescue State Block Grant funds (herein called the "State Block Grant" or "Airport Rescue State Block Grant") to the State for the covered airports identified herein;

WHEREAS, this Airport Rescue State Block Grant is provided in accordance with the American Rescue Plan Act (“ARP Act”, or “the Act”), Public Law 117-2, as described below, to provide eligible covered airports in Michigan participating in the SBGP described above, with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments;

WHEREAS, this Airport Rescue State Block Grant allocates specific amounts to covered airports, which are named herein and derived by legislative formula (See Section 7102 of the Act); and

WHEREAS, the purpose of this Airport Rescue State Block Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue State Block Grant Agreement must be used only for purposes directly related to the covered airports and shall be provided to such covered airports using subgrants, which include the terms, conditions, and assurances attached hereto. Such purposes can include the reimbursement of an airport’s operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue State Block Grant funds may be used to reimburse airport operational expenses directly related to covered airports in Michigan incurred no earlier than January 20, 2020.

Airport Rescue State Block Grant funds also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue State Block Grant Agreement will be governed by the same principles that govern “airport revenue.” New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the State’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Airport Rescue State Block Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,767,000.

The following amounts represent the calculations of the maximum total obligations per covered airport available under the provisions of the American Relief Plan Act, Section 7102, and the FAA State Block Grant Program:

\$2,767,000	Non-Primary	KW2022
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LOCID	Airport Name	City	Service Level	Role	Non-Primary Allocation
ADG	Lenawee County	Adrian	GA	Local	\$32,000
35D	Padgham Field	Allegan	GA	Local	\$32,000
AMN	Gratiot Community	Alma	GA	Local	\$32,000
ARB	Ann Arbor Municipal	Ann Arbor	GA	Regional	\$59,000
Y93	Atlanta Municipal	Atlanta	GA	Basic	\$22,000
BAX	Huron County Memorial	Bad Axe	GA	Local	\$32,000
BTL	W K Kellogg	Battle Creek	GA	Regional	\$59,000
3CM	James Clements Municipal	Bay City	GA	Local	\$32,000
SJX	Beaver Island	Beaver Island	GA	Basic	\$22,000
ACB	Antrim County	Bellaire	GA	Local	\$32,000
BEH	Southwest Michigan Regional	Benton Harbor	GA	Regional	\$59,000
RQB	Roben-Hood	Big Rapids	GA	Local	\$32,000
6Y1	Bois Blanc Island	Bois Blanc Island	GA	Basic	\$22,000
CAD	Wexford County	Cadillac	GA	Local	\$32,000
CFS	Tuscola Area	Caro	GA	Local	\$32,000
CVX	Charlevoix Municipal	Charlevoix	GA	Local	\$32,000
FPK	Fitch H Beach	Charlotte	GA	Local	\$32,000
SLH	Cheboygan County	Cheboygan	GA	Local	\$32,000
48D	Clare Municipal	Clare	GA	Local	\$32,000
OEB	Branch County Memorial	Coldwater	GA	Local	\$32,000
DET	Coleman A Young Municipal	Detroit	GA	Regional	\$59,000
ONZ	Grosse Ile Municipal	Detroit/Grosse Ile	R	Local	\$32,000
C91	Dowagiac Municipal	Dowagiac	GA	Local	\$32,000
DRM	Drummond Island	Drummond Island	GA	Basic	\$22,000
FKS	Frankfort Dow Memorial Field	Frankfort	GA	Local	\$32,000
FFX	Fremont Municipal	Fremont	GA	Local	\$32,000
GLR	Gaylord Regional	Gaylord	GA	Local	\$32,000
GDW	Gladwin Zettel Memorial	Gladwin	GA	Local	\$32,000
3GM	Grand Haven Memorial Airpark	Grand Haven	GA	Local	\$32,000
4D0	Abrams Municipal	Grand Ledge	GA	Local	\$32,000
GOV	Grayling AAF	Grayling	GA	Basic	\$22,000
6D6	Greenville Municipal	Greenville	GA	Local	\$32,000
C04	Oceana County	Hart/Shelby	GA	Local	\$32,000
9D9	Hastings	Hastings	GA	Local	\$32,000
JYM	Hillsdale Municipal	Hillsdale	GA	Basic	\$22,000
BIV	West Michigan Regional	Holland	GA	National	\$148,000
HTL	Roscommon County - Blodgett Memorial	Houghton Lake	GA	Local	\$32,000
OZW	Livingston County Spencer J Hardy	Howell	R	Regional	\$59,000

Y70	Ionia County	Ionia	GA	Local	\$32,000
IWD	Gogebic-Iron County	Ironwood	CS	Local	\$32,000
JXN	Jackson County-Reynolds Field	Jackson	GA	Regional	\$59,000
13C	Lakeview-Griffith Field	Lakeview	GA	Local	\$32,000
D95	Dupont-Lapeer	Lapeer	GA	Local	\$32,000
LDM	Mason County	Ludington	GA	Local	\$32,000
MCD	Mackinac Island	Mackinac Island	GA	Basic	\$22,000
MBL	Manistee Co-Blacker	Manistee	GA	Local	\$32,000
ISQ	Schoolcraft County	Manistique	GA	Basic	\$22,000
77G	Marlette Township	Marlette	GA	Local	\$32,000
RMY	Brooks Field	Marshall	GA	Local	\$32,000
TEW	Mason Jewett Field	Mason	GA	Local	\$32,000
MNM	Menominee Regional	Menominee	GA	Local	\$32,000
IKW	Jack Barstow	Midland	GA	Local	\$32,000
51M	Oscoda County Dennis Kauffman Memorial	Mio	GA	Basic	\$22,000
TTF	Custer	Monroe	GA	Local	\$32,000
MOP	Mount Pleasant Municipal	Mount Pleasant	GA	Local	\$32,000
Y47	Oakland Southwest	New Hudson	R	Local	\$32,000
ERY	Luce County	Newberry	GA	Basic	\$22,000
3TR	Jerry Tyler Memorial	Niles	GA	Local	\$32,000
OGM	Ontonagon County - Schuster Field	Ontonagon	GA	Basic	\$22,000
OSC	Oscoda-Wurtsmith	Oscoda	GA	Local	\$32,000
RNP	Owosso Community	Owosso	GA	Local	\$32,000
1D2	Canton-Plymouth-Mettetal	Plymouth	R	Local	\$32,000
PTK	Oakland County International	Pontiac	R	National	\$148,000
PHN	St Clair County International	Port Huron	R	Regional	\$59,000
PZQ	Presque Isle County	Rogers City	GA	Basic	\$22,000
D98	Romeo State	Romeo	R	Local	\$32,000
HYX	Saginaw County H W Browne	Saginaw	GA	Local	\$32,000
Y83	Sandusky City	Sandusky	GA	Local	\$32,000
LWA	South Haven Area Regional	South Haven	GA	Local	\$32,000
8D4	Paul C Miller-Sparta	Sparta	GA	Regional	\$59,000
83D	Mackinac County	St. Ignace	GA	Basic	\$22,000
IRS	Kirsch Municipal	Sturgis	GA	Local	\$32,000
HAI	Three Rivers Municipal Dr Haines	Three Rivers	GA	Local	\$32,000
VLL	Oakland/Troy	Troy	R	Regional	\$59,000
Y31	West Branch Community	West Branch	GA	Local	\$32,000
42C	White Cloud	White Cloud	GA	Basic	\$22,000
					\$2,767,000

2. **Grant Performance.** This Airport Rescue State Block Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the State formally accepts this Grant Agreement, and is the date signed by the last State signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue State Block Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), a State or covered airport Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the State or covered airport Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 3. All subawards issued by the State to covered airport Sponsors under this Airport Rescue State Block Grant Agreement shall be subject to the Budget Period defined in this Agreement.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the State must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this Airport Rescue State Block Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Requirements for Subgrants.** The State must include the following in all subgrants issued to Sponsors under this Airport Rescue State Block Grant and require compliance by the Sponsors of the covered airports included in this Airport Rescue State Block Grant Agreement:
 - a. The terms and conditions attached to this Airport Rescue State Block Grant Agreement;
 - b. The Airport Rescue State Block Grant Assurances and Sponsor Assurances attached to this Airport Rescue State Block Grant Agreement; and

- c. All information required by 2 CFR § 200.332.
4. **Unallowable Costs.** The State and covered airport Sponsors shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
 5. **Indirect Costs - State and Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Airport Rescue State Block Grant Application or subgrant issued to a Sponsor by the State under this Grant Agreement, as accepted by the FAA, to allowable costs for State and Sponsor direct salaries and wages only.
 6. **Final Federal Share of Costs.** The United States' share of allowable Airport Rescue State Block Grant costs is 100% as allocated herein to covered airports.
 7. **Completing the Grant without Delay and in Conformance with Requirements.** The State must carry out and complete the Airport Rescue State Block Grant without undue delays and in accordance with this Airport Rescue State Block Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). The State must require the same of Sponsors in all subgrants issued under this Airport Rescue State Block Grant Agreement. Pursuant to 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report to the FAA any disengagement from funding eligible expenses under the Airport Rescue State Block Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The State agrees and will require Sponsors agree to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent. These assurances, conditions, and any addendums apply to subgrants issued under this Airport Rescue State Block Grant as provided for in Condition 3
 8. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
 9. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the State on or before February 15, 2022, or such subsequent date as may be prescribed in writing by the FAA.
 10. **Improper Use of Federal Funds.** The State and Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue State Block Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue State Block Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The State and Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State or Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 11. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue State Block Grant Agreement and subgrants issued under this Agreement, including but not limited to,

any action taken by the State or a Sponsor related to or arising from, directly or indirectly, this Airport Rescue State Block Grant Agreement.

12. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR 25.110, the State and Sponsor must maintain the currency of its information in SAM until the State and Sponsor submit the final financial report required under this Airport Rescue State Block Grant, or receive the final payment, whichever is later. This requires that the State and Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

13. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State and Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

14. **Air and Water Quality.** The State and Sponsor are required to comply with all applicable air and water quality standards for all projects in this grant. If the State and Sponsor fail to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement and any subgrants issued under this Airport Rescue State Block Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The State and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The State and Sponsor will include a provision implementing Buy American in every contract and subcontract issued under this Airport Rescue State Block Grant.

17. **Audits for Sponsors.** (State will select appropriate option for Sponsor in subgrant)

PRIVATE SPONSORS. When the period of performance has ended, the State must require private Sponsors provide a copy of an audit of any subgrants issued under this Airport Rescue State Block Grant, prepared in accordance with accepted standard audit practices, to the applicable Airports District Office or Regional Office.

PUBLIC SPONSORS. The State must require Sponsors provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The State or Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the State and Sponsors shall provide one copy of the completed audit to the FAA.

18. **Suspension or Debarment.** The State must:

- a. Immediately disclose to the FAA whenever the State:

1. Learns a Sponsor has entered into a covered transaction with an ineligible entity; or
 2. Suspends or debar a contractor, person, or entity.
- b. Include a provision in all subgrants issued under this Airport Rescue State Block Grant Agreement that requires Sponsors entering into a “covered transaction” as defined by 2 CFR § 180.200, to:
1. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - A. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - B. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 - C. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating; and
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subgrants and subcontracts).
- c. Insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Airport Rescue State Block Grant and require compliance by all Sponsors receiving funds under this Agreement.

19. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and Sponsors receiving subgrants under this Grant are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue State Block Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The State must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue State Block Grant.

20. Trafficking in Persons.

- a. The State, as the recipient, the State’s employees, and Sponsors using funds provided under this Airport Rescue State Block Grant, including Sponsors, Sponsors’ employee, and subgrant recipients’ employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that this Airport Rescue State Block Grant Agreement and subgrant agreements are in effect;
 2. Procure a commercial sex act during the period of time that this Airport Rescue State Block Grant Agreement and subgrant agreements are in effect; or
 3. Use forced labor in the performance of this Airport Rescue State Block Grant Agreement and subgrant agreements.
- b. The FAA, as the Federal awarding agency, may unilaterally terminate this Airport Rescue State Block Grant Agreement, without penalty, if the State or a Sponsor that is a private entity –
1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue State Block Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue State Block Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue State Block Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue State Block Grant; or
 - B. Imputed to any and all Sponsor as subrecipients of funds under this Airport Rescue State Block Grant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. The State and Sponsors must inform the FAA immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue State Block Grant Agreement.
- d. The FAA's right to terminate unilaterally that is described in paragraph a. of this Grant condition:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue State Block Grant.

21. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of the State, Sponsor, or other subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. **Submission of Complaint** — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue State Block Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the State and the FAA and the State and Sponsor prior to the date of this Airport Rescue State Block Grant Agreement.
 23. **Face Coverings Policy.** The State and Sponsor agree to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the State and Airport Sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE STATE BLOCK GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The State agrees and will require Sponsors agree that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The State agrees and will require Sponsors agree that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.

3. **Low Emission Systems.** The State agrees and will require Sponsors agree that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The State agrees and will require Sponsors further agree to that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the State or Sponsor, as applicable, to operate and maintain airport(s) included in this Airport Rescue State Block Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The State understands and agrees, and will require Sponsors understand and agree that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the State or Sponsor, as applicable, has submitted evidence satisfactory to the FAA that the State or Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the State or Sponsor, as applicable, has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport for which the subgrant is made under this Airport Rescue State Block Grant.

The State's acceptance of this Offer and ratification and adoption of the Airport Rescue State Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State. The Offer and Acceptance shall comprise an Airport Rescue State Block Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the State with respect to this Grant and all subgrants. The effective date of this Airport Rescue State Block Grant Agreement is the date the last signatory of the State signs the acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated February 4, 2022

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Stephanie R. Swann (Feb 4, 2022 13:22 EST)

(Signature)

Stephanie R. Swann

(Typed Name)

Deputy Manager, Detroit ADO

(Title of FAA Official)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport State Block Grant Assurances are required to be submitted as part of the application by Sponsors receiving funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency Sponsor" means a public agency with control of a public-use airport; the term "private Sponsor" means a private owner of a public-use airport; and the term "Sponsor" includes both public agency Sponsors and private sponsors.
2. Upon Sponsor's acceptance of a subgrant offer under an Airport Rescue State Block Grant offer by the State, these assurances are incorporated into and become part of any subgrant issued under an Airport Rescue State Block Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this subgrant awarded under an Airport Rescue State Block Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this subgrant issued under an Airport Rescue State Block Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity.
- b. Executive Order 11990 – Protection of Wetlands.
- c. Executive Order 11998 – Flood Plain Management.
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction.
- f. Executive Order 12898 – Environmental Justice.
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹

- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety.

FOOTNOTES TO AIRPORT RESCUE GRANT SPONSOR ASSURANCE B

- ¹ These laws do not apply to airport planning Sponsors.
- ² These laws do not apply to private Sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant and subgrant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport.

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the Sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the Sponsor is a private Sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue State Block Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue State Block Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the Sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The Sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

1. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
2. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue State Block Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. Submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. In a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the Sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport

and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport Sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the Sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the Sponsor has received a grant (or other Federal assistance) for any of the Sponsor's program or activities, these requirements extend to all of the Sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the Sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The Sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the Sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the Sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The [State to Insert Name of Sponsor], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this

advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the Sponsor with other parties:
 - i. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - ii. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - iii. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - iv. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue State Block Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of November 8, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The Sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the Sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The Sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/regulations_policies/advisory_circulars

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 9A



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfooster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT. This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer 70 for additional costs incurred for special equipment required to perform

delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

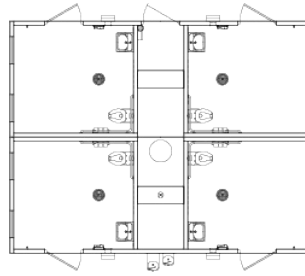
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Arapahoe with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 30-gallon water heater, interior and exterior lights, off loaded, and set up at site.

Base Price				Price per unit	Click to select
Arapahoe 20' x 26'				\$	
Added Cost Options:					
Final Connection to Utilities				\$	
(per section)	Optional Wall Texture -choose one	Split Face Block (\$4,000)	Struck Trowel (\$4,000)	Stone (\$5,500)	
	Optional Roof Texture -choose one	Delta Rib		\$	
	Insulation and Heaters			\$	
				\$	
	Stainless Steel Water Closet (each)	Qty:		\$	
	Stainless Steel Lavatory (each)	Qty:		\$	
	Electric Hand Dryer (each)	Qty:		\$	
	Electronic Flush Valve (each)	Qty:		\$	
	Electronic Lavatory Faucet (each)	Qty:		\$	
	Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:		\$	
	Optional Door Closures (each)	Qty:		\$	
	Skylight in Restroom (each)	Qty:		\$	
	Marine Grade Skylight in Restroom (each)	Qty:		\$	
	Marine Package for Extra Corrosion Resistance (per section)			\$	
	Tile Floor in Restroom (per section)			\$	
	Fiberglass Entry and Chase Doors and Frames	Qty:		\$	
	2K Anti-Graffiti Coating (per section)			\$	
	Timed Electric Lock System (2 doors - does not include chase door)	Qty:		\$	
	Exterior Frostproof Hose Bib with Box (each)	Qty:		\$	
	Paper Towel Dispenser (each)	Qty:		\$	
	Toilet Seat Cover Dispenser (each)	Qty:		\$	
	Sanitary Napkin Disposal (each)	Qty:		\$	
	Baby Changing Station (each)	Qty:		\$	
	CXT Wastebasket (each)	Qty:		\$	
Total Cost of Selected Accessories from Accessories Price List:					\$
Custom Options:					\$
Engineering and State Fees:					\$
Estimated One-Way Transportation Costs to Site (quote):					\$
Estimated Tax:					\$
Total Cost per Unit placed at Job Site:					\$

Estimated monthly payment on 5 year lease

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Member Name
& Number

Customer

Date

Exterior Color Options (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Sage Green
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood
<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Caramel	<input type="checkbox"/> Malibu Taupe
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Georgia Brick	<input type="checkbox"/> Western Wheat	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Evergreen
Special roof color # <input type="text"/>			
Special wall color # <input type="text"/>			
Special trim color # <input type="text"/>			

Rock Color Options

☐ Basalt ☐ Mountain Blend ☐ Natural Grey ☐ Romana

Roof Texture Options

☐ Cedar Shake ☐ Ribbed Metal

Wall Texture Options (For single color mark an X. For top and bottom textures use T = Top and B = Bottom.)

<input type="checkbox"/> Barnwood	<input type="checkbox"/> Horizontal Lap	<div>Can only be used as bottom texture</div>	
<input type="checkbox"/> Split Face Block	<input type="checkbox"/> Board & Batt		
<input type="checkbox"/> Stucco/Skip Trowel	<input type="checkbox"/> Brick		
		<input type="checkbox"/> Napa Valley Rock	<input type="checkbox"/> River Rock
		<input type="checkbox"/> Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options

☐ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt Option

☐ CXT supplied

Accessible Signage Options

☐ Men ☐ Women ☐ Unisex

Toilet Paper Holder Options

☐ 2-Roll Stainless Steel ☐ 3-Roll Stainless Steel

Notes:



FLUSH RESTROOMS

SIMPLE TO INSTALL

CXT® buildings require minimal site preparation and can typically be in use on the day of installation.

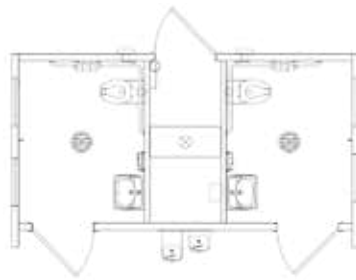
READY TO USE

Our buildings are prefabricated and delivered complete and ready to use, including plumbing and electrical where applicable.

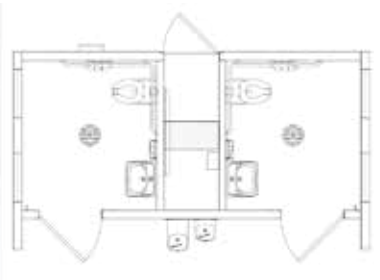
EASY TO MAINTAIN

Our interiors are designed to resist abusive wear and can be cleaned quickly with warm soapy water and a brush.

SINGLE USER



CORTEZ



DENALI

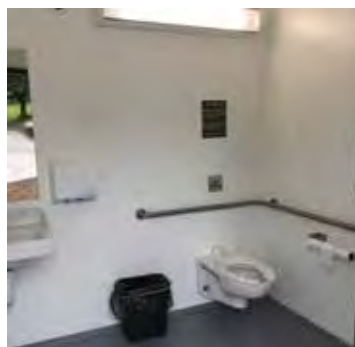


OZARK II



OZARK I

Floor plans for reference only.

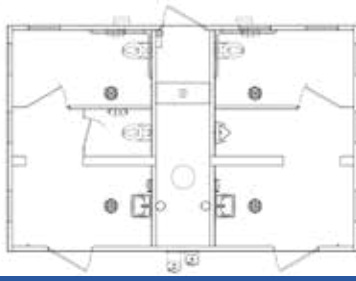


Engineered to withstand snow, wind, flood, and zone-4 seismic loads.

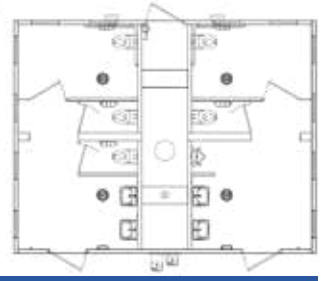
MULTI USER



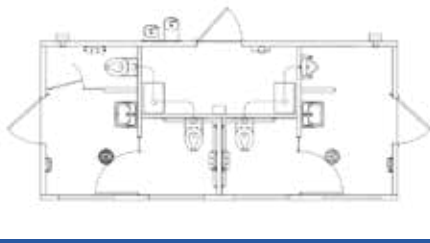
MONTROSE



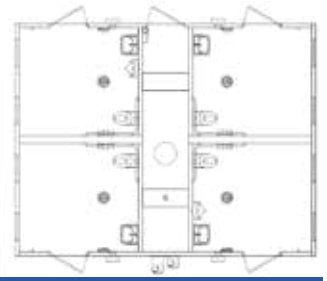
TAOS



KODIAK



ARAPAHOE



Floor plans for reference only.

UTILITIES

- Pre-wired, pre-plumbed, and tested before shipping to meet local code requirements.
- Concealed within the chase/storage area for easy hook up and maintenance, and to reduce vandalism.

HOOK UP AND INSTALLATION

- Minimal site work is required.
- Water, sewage and electrical utility lines are stubbed up through the prepared base material to match up with the utility blockout within the floor of the chase area.
- Hookup of the three utility lines can be completed in a matter of hours.



- Vandal resistant building and toilet components
- 4" thick steel reinforced concrete walls
- 5" thick steel reinforced concrete roof and floors
- Will not rot, rust or burn
- Available in 28 different colors
- Custom textures and colors also available

Precast Roof Slab

#3 Reinforcing
Perimeter Bar

4x4xW8xW8 Welded
Wire Fabric

3/8" Studded Steel
Weld Plates

5000 PSI Concrete

Precast Exterior
Wall Panel

Precast Floor Slab

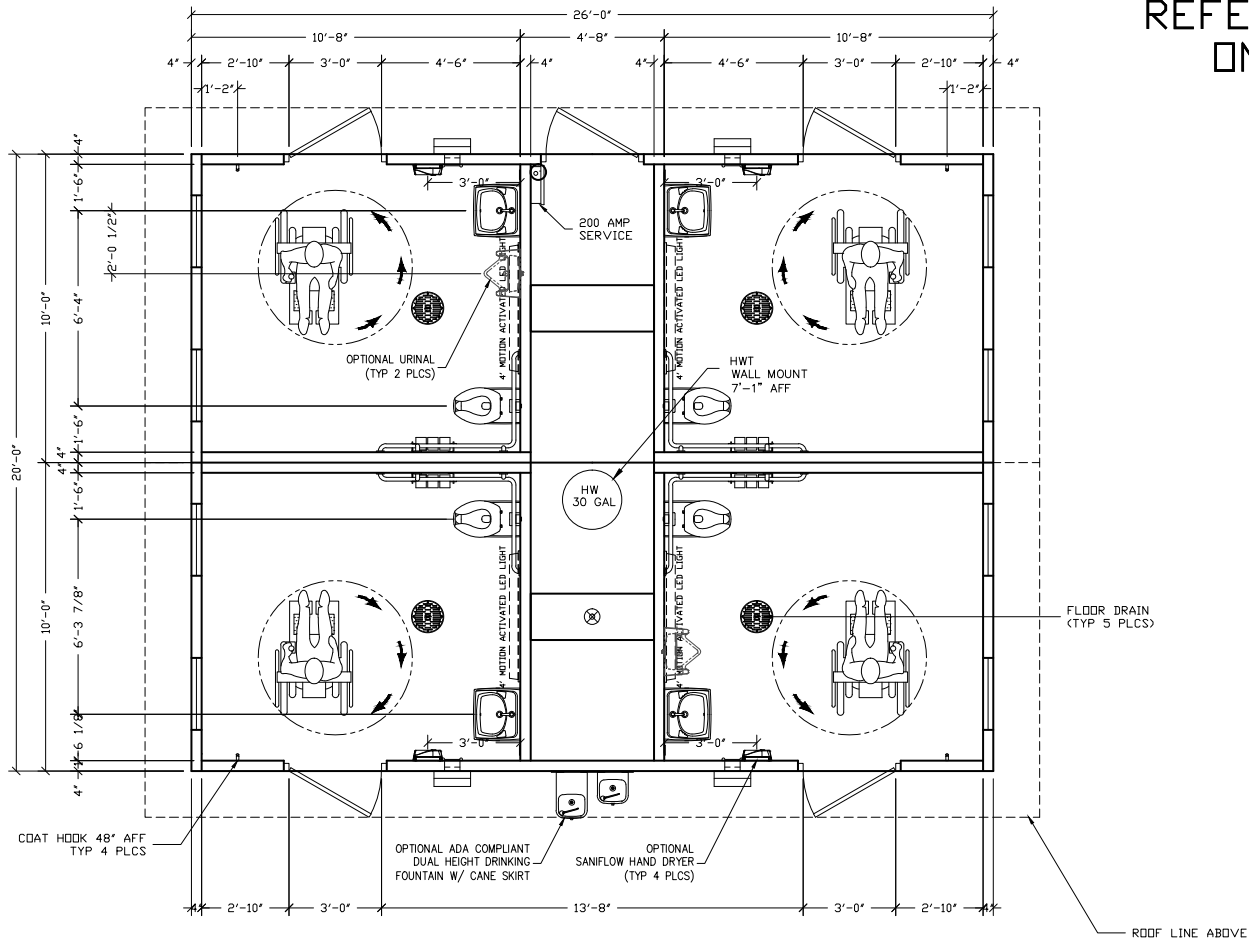


www.cxtinc.com ▪ 800.696.5766

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LB Foster
CXT® Products

FOR
REFERENCE
ONLY



NOTES: 1. SEE DRAWING A-27 FOR SIZE AND LOCATION OF FLOOR BLOCKOUTS

3808 N. Sullivan Bldg. #7 Spokane, WA 99216

CXT
Precast Products
901 N. Highway 77 Hillsboro, TX 76645

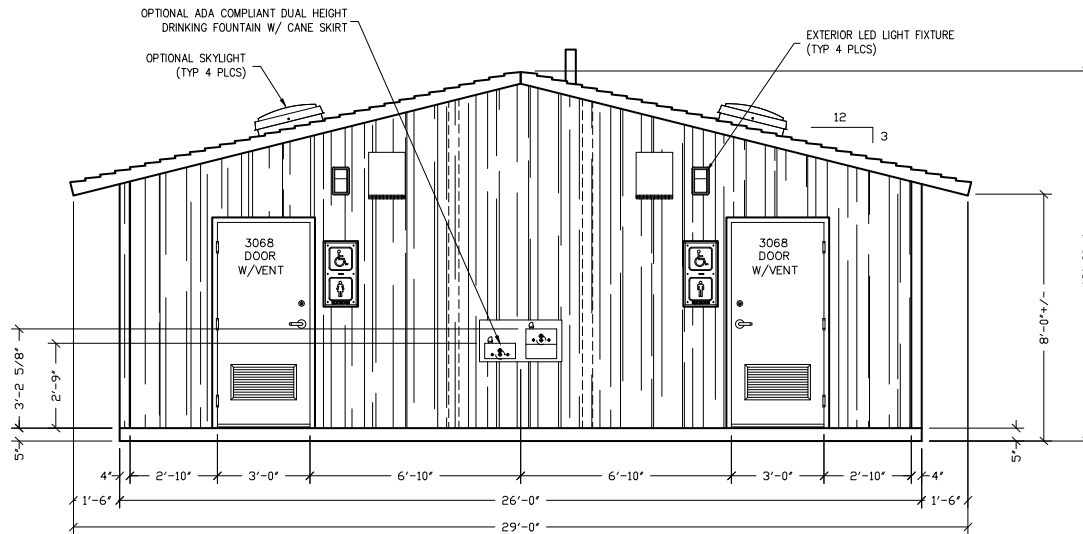
PROJECT TITLE
ARAPAHOE
CXT STANDARD BUILDING

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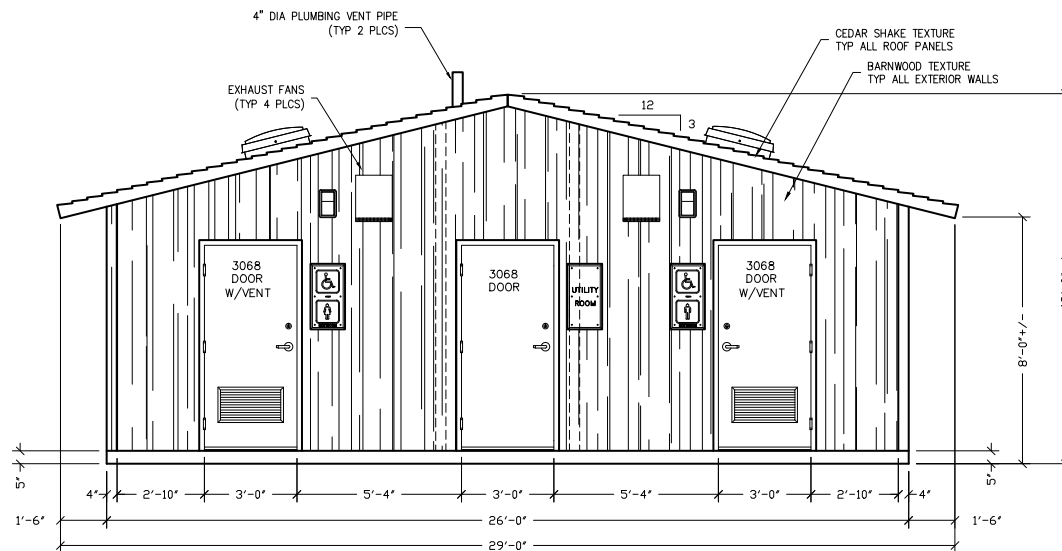
CXT Incorporated			
REV.	DESCRIPTION	APPROVED	DATE
SCALE	1/4"=1'-0"	DATE	04-30-16
DRAWN	FILE NO.	90-A03	
CHECKED	PLOT	48	

FLOOR PLAN

DWG NO.	SHEET	REV.
A-03		



FRONT ELEVATION



REAR ELEVATION

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Precast Products
901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
ARAPAHOE
CXT STANDARD BUILDING

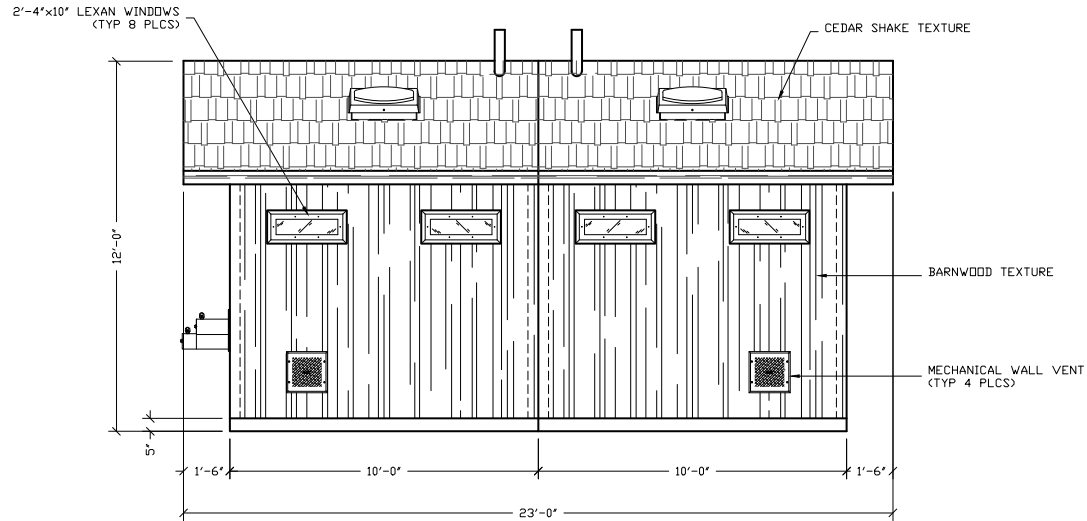
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CXT Incorporated

REV.	DESCRIPTION	DATE	APPROVED	SIGN.
SCALE	1/4"=1'-0"	DATE	04-30-16	
DRAWN		FILE NO.	PO-A04	
CHECKED		PLOT	48	

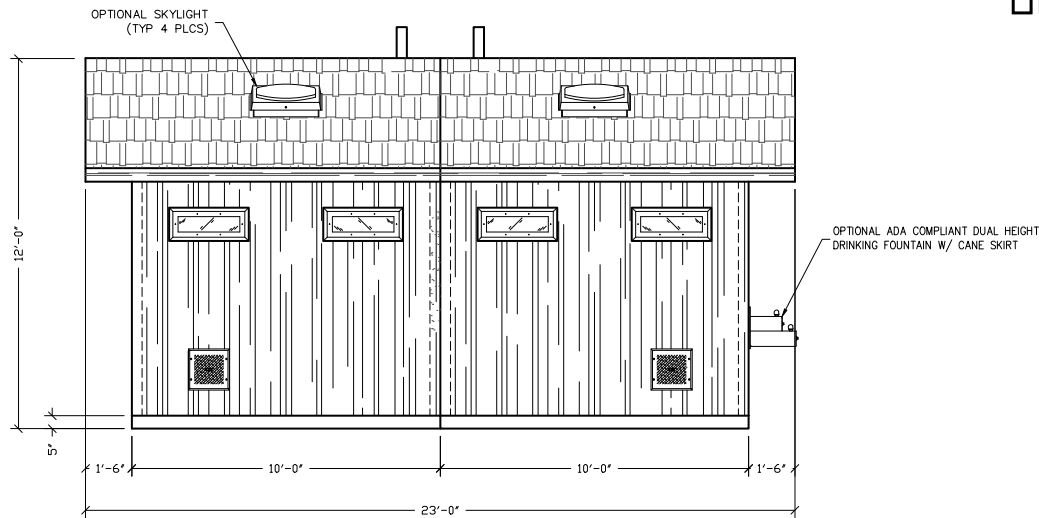
BUILDING ELEVATIONS

DWG NO.	SHEET	REV.
A-04		



RH SIDE ELEVATION

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REFERENCE
ONLY



LH SIDE ELEVATION

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PROJECT TITLE
ARAPAHOE
CXT STANDARD BUILDING

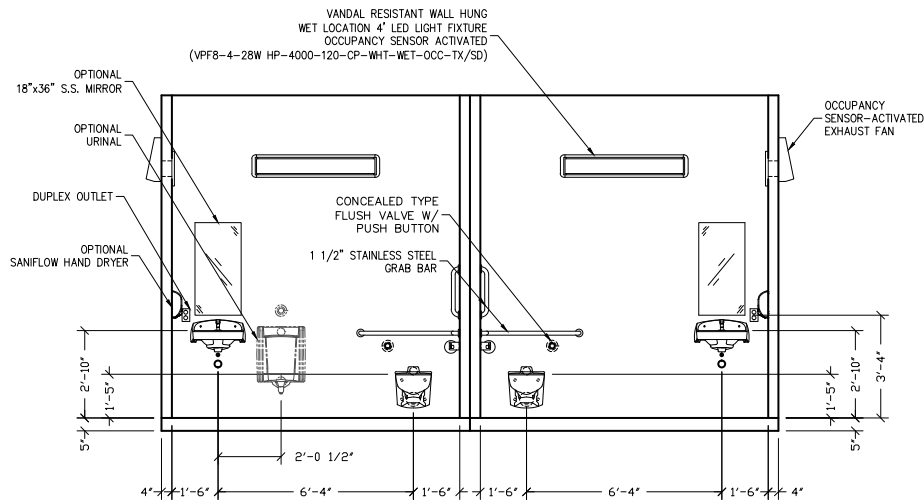
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CXT Incorporated

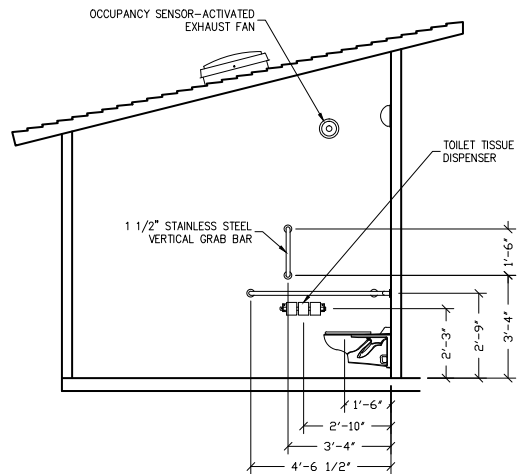
REV.	DESCRIPTION	DATE	BY
SCALE	1/4"=1'-0"	DATE	04-20-16
DRAWN	FILE NO.	PO	A05
CHECKED	PLOT		48

BUILDING ELEVATIONS

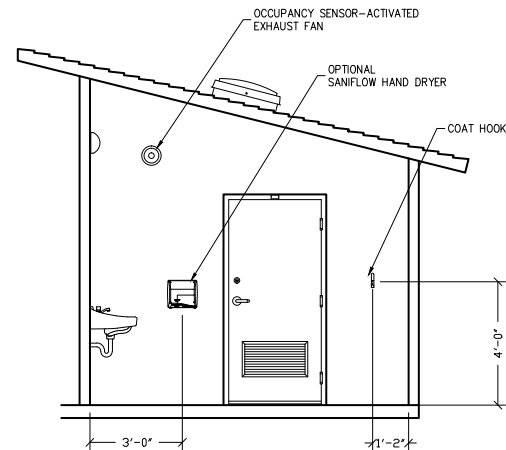
DWG NO.	SHEET	REV.
A-05		



FOR
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ONLY



INTERIOR ELEVATION



INTERIOR ELEVATION

3808 N. Sullivan Bldg. #7 Spokane, WA 99216

CXT
Precast Products
901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
ARAPAHOE
CXT STANDARD BUILDING

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REV.	DESCRIPTION	DATE	APPROVED	SHEET
SCALE	1/4"=1'-0"	DATE	04-30-16	
DRAWN	FILE NO.	90-A06		
CHECKED	PLOT	48		

INTERIOR ELEVATIONS

DWG NO. A-06 SHEET REV.

Splash Pad / Thurston Woods Park Improvements

		402 Capital Project		TOTAL PROJECT				
FY 2021-2022								
BUDGETED FUNDS	\$100,000.00		\$100,000.00					
PROJECT COSTS		Approved	Incurred	Approved	Incurred			
Design, Bidding, and Inspection Services	\$	124,750.00	\$	75,000.00	\$	124,750.00	\$	75,000.00
TOTAL FY 2020-2021		\$	124,750.00	\$		124,750.00		
FY 2022-2023								
BUDGETED FUNDS	\$1,200,000.00		\$1,200,000.00					
PROJECT COSTS								
Design and Bidding Additional Expense	\$	14,984.45	\$	14,984.45				
Construction Contract #1	Approved 2/8/23	\$	695,314.74	\$	695,314.74			
Construction Contract #2	Approved 2/8/23	\$	520,565.00	\$	520,565.00			
Contingency Budget	Approved 2/8/23	\$	122,000.00	\$	122,000.00			
Bathroom Facility Purchase/Connection	Recommended	\$	218,855.00	\$	218,855.00			
Additional Construction Oversight Fees	Future	\$	25,720.00	\$	25,720.00			
Accessible Picnic Tables	Future	\$	7,500.00	\$	7,500.00			
Splash Pad Signage	Future	\$	10,000.00	\$	10,000.00			
TOTAL FY 2022-2023		\$	1,614,939.19	\$	1,614,939.19			
OVER (UNDER) BUDGET FY 2022-2023		\$	414,939.19	\$	414,939.19			
TOTAL PROJECT								
BUDGETED FUNDS	\$1,300,000.00		\$1,300,000.00					
TOTAL PROJECT COST		\$	1,739,689.19	\$	1,739,689.19			
OVER (UNDER) BUDGET Total Project		\$	439,689.19	\$	439,689.19			

Notes	
Engineering	
Abonmarche; only a portion of design incurred in FY 21-22	
Notes	
Added design and bidding costs from re-bidding process and additional stormwater analysis; not-to-exceed amount approved by City Manager	
Fredrick Construction - Site, utilities, parking, etc.	
Parrish Excavating - Splash Pad install	
~10%	
CXT prefabricated bathroom; cost includes installation	
Abonmarche; additional oversight costs due to splitting the contract between two bidders	
Two signs; needed to recognize donors to the project	
Notes	

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

RESOLUTION VACATING STREET

WHEREAS, the City Commission of the City of Sturgis, County of St. Joseph and State of Michigan, the same being the legislative body of the said City of Sturgis, deems it advisable and in the best interests of the City of Sturgis that a portion of Pine Street be vacated, said street being described as follows, to-wit:

Located in the City of Sturgis, St. Joseph County, Michigan

Commencing at the intersection of the Northerly line of Lakeview Manor, a recorded plat, and the Westerly Line of Pine Street, thence North 89° 48' East 60 feet, along the Northerly line of Lakeview Manor to its intersection with the Easterly line of Pine Street, thence North 0° 12' West along the Easterly line of Pine Street, extended to a point where said Easterly line of Pine Street extended interests the Northerly line of Oakwood Drive in Roselawn Terrace extended, North 77° East, thence South 77° West on the North line of Oakwood Drive extended to a point which is North 0° 12' West from the point of beginning; thence South 0° 12' East along the Westerly line of Pine Street extended to the point of beginning.

Also shown graphically in Exhibit A; and

WHEREAS, it being advisable to vacate and abandon the said described property, due notice was published in the Sturgis Journal, a newspaper published and circulated in the City of Sturgis, County of St. Joseph, State of Michigan, as required by law, notifying the public and all interested persons that the City Commission would meet and be in session on Wednesday, February 26, 2023, at 6:00 p.m. in the Wiesloch Raum of Sturgis City Hall to hear and consider objections thereto; and

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

NOW, THEREFORE, BE IT RESOLVED, that the above described portion of street be hereby vacated, abolished, abandoned and discontinued; and

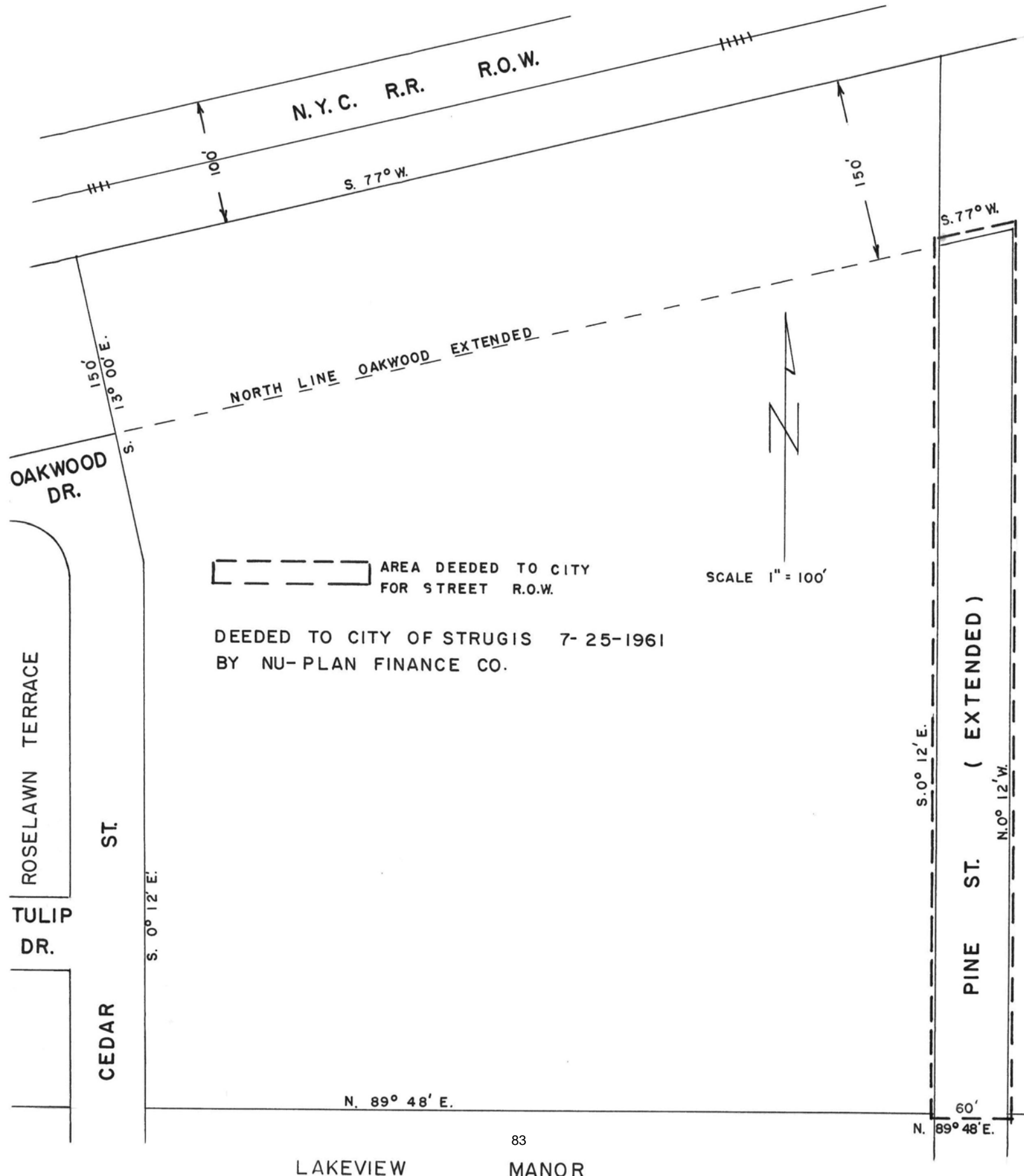
BE IT FURTHER RESOLVED, that within thirty (30) days from this date, the City Clerk shall forward a certified copy of this resolution to the Michigan Secretary of State and also a certified copy of this resolution to the Register of Deeds of the County of St. Joseph, State of Michigan, for recording,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

EXHIBIT A - Vacation of Pine Street

BY E. Wagner DATE 1-5-62
CHKD. BY HL DATE 1-8-62

SUBJECT EXTENSION
OF
PINE STREET

SHEET NO. _____ OF _____
JOB NO. _____
File # 15



**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

SECOND ADDENDUM TO DEVELOPMENT AGREEMENT

THIS SECOND ADDENDUM TO DEVELOPMENT AGREEMENT is made as of February ____, 2023 by and between the City of Sturgis, a Michigan municipal corporation, with offices at 130 N. Nottawa, Sturgis, Michigan 49091 (the “**City**”); the City of Sturgis Brownfield Redevelopment Authority, an authority established under Act 381 of the Michigan Public Acts of 1996, as amended (“**Act 381**”), with offices at 130 N. Nottawa, Sturgis, Michigan 49091 the “**BRA**”); Inquire Partners, Inc. and Moso Village, LLC whose addresses are 64384 Shimmel Road, Sturgis, Michigan 49091 (collectively the “**Developer**”); and Jeremy D. Gump whose address is 64384 Shimmel Road, Sturgis, Michigan 49091 (the “**Guarantor**”).

The parties hereto agree as follows:

1. RECITALS

1.1 On or about April 2, 2015 the City, the BRA and the Developer entered into a Moso Village Project Development Agreement pertaining to development of property located in Sturgis, Michigan for mixed use purposes by the Developer known as the “Project”.

1.2 On or about November 16, 2015 the City, the BRA and the Developer entered into an Addendum to Development Agreement modifying to the terms and conditions of the Moso Village Project Development Agreement and providing for Inquire Partners, Inc. and Moso Village, LLC to be jointly and severally liable for the performance of all obligations of the Developer pursuant to the provisions of the Moso Village Project Development Agreement. The Moso Village Project Development Agreement and Addendum to Development Agreement are herein after referred to as the “Agreement”.

1.3 On or about October 1, 2018 the City, the BRA, the Developer and the Guarantor entered into a Forbearance Agreement herein after referred to as the “Forbearance Agreement”.

Pursuant to the Forbearance Agreement the Developer was to perform certain covenants as set forth therein and complete construction of the Project on or before May 31, 2019.

1.4 On or about June 14, 2019 the City, the BRA, the Developer and the Guarantor entered into an Amendment To Forbearance Agreement.

2. CONFIRMATION OF COMPLETION OF THE PROJECT

2.1 The City, the BRA, the Developer and the Guarantor hereby confirm the substantial completion of the Project.

2.2 Pursuant to the Agreement the Developer is entitled to up to \$275,000.00 in reimbursement by the BRA towards eligible brownfield expenses relating to the project. As per the terms of that agreement, the Developer submitted and had certified by the BRA \$263,364.00 of eligible brownfield expenses relating to the Project. This amount represents the total that can be reimbursed to date.

2.3 The BRA has paid the Developer a total of \$217,224.16 for reimbursable expenses and the Developer is entitled to a payment from the BRA in the amount of \$46,139.84.

2.4 The Developer acknowledges that it does not plan to submit additional expenses to the BRA for certification and that the payment of the \$46,139.84 from the BRA will be the final payment to the Developer under the Agreement.

3. MISCELLANEOUS

3.1 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed to be an original, but all such counterparts taken together constitute but one in the same Agreement.

The parties have executed this Agreement as of the date set forth above.

CITY OF STURGIS

By: _____
Jeff Mullins, Mayor

By: _____
Ken Rhodes, Clerk

CITY OF STURGIS BROWNFIELD
REDEVELOPMENT AUTHORITY

By: _____
Kirby Baker, Chairperson

INQUIRE PARTNERS, INC.

By: _____
Jeremy D. Gump, President

MOSO VILLAGE, LLC

By: _____
Jeremy Gump, Member

Jeremy Gump, Individually