



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, APRIL 26, 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
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
 - A. Action of Minutes of Previous Meetings
 - **APPROVE the minutes from the April 12, 2023 work session as presented.**
 - **APPROVE the minutes from the April 12, 2023 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$1,165,203.24 as presented.**
 - C. 2023 Memorial Day Parade
 - **APPROVE the 2023 Memorial Day Parade and activities as presented.**
 - D. Site Plan Ordinance Amendment Second Reading
 - **CONSIDER this the second reading of and APPROVE amendments to the Zoning Code, Article XII, Site Plan Review and Article II, Section 1.0202, Specific Terms effective May 17th, 2023.**
 - E. April 2023 Iglesia Rios De Agua Viva Children's Day Event
 - **CONSIDER this the second reading of and APPROVE amendments to the Zoning Code, Article XII, Site Plan Review and Article II, Section 1.0202, Specific Terms effective May 17th, 2023.**
9. UNFINISHED BUSINESS
 - A. 2nd Precinct Commissioner Appointment – Kenneth Rhodes
10. NEW BUSINESS
 - A. DWSRF Public Hearing – Barry Cox
 - B. Sturgis Neighborhood Program Purchase Agreement – Andrew Kuk
 - C. Cemetery Foundation Removal Fee – Anthony VanNest
 - D. 2023 Sanitary Sewer Rehab Design Task Order – Barry Cox
 - E. Rectangular Clarifier Rehab – Brandon Schrader
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – To conduct a periodic personnel evaluation at the request of the employee
13. ADJOURN

Manager's Report

APRIL 26, 2023



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Andrew Kuk
Interim City Manager

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for April 26, 2023 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the April 12, 2023 work session meeting as presented.

Consent Agenda Motion:

APPROVE the minutes from the April 12, 2023 regular session meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,165,203.24 as presented.

8C. 2023 Memorial Day Parade

The local VFW and American Legion are requesting use of South Nottawa Street for the Memorial Day Parade. The route will run from the VFW post on Fawn River Road north on South Nottawa Street to Oak Lawn Cemetery. They request that barricades be dropped off for the parade by DPS at intersections along the route, specifically South Street and E. Fawn River Rd. The groups will provide road guards to set up and take down barricades for the parade. They are also requesting a police escort for the parade. The route is the same one approved by the Commission in past years. The parade will start at the VFW at 10:30 a.m. on Memorial Day (May 29th).

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

Consent Agenda Motion:

APPROVE the requests for the 2023 Memorial Day Parade and activities as presented.

8D. Site Plan Ordinance Amendment Second Reading

At the April 12th City Commission meeting, the Commission held a first reading of amendments to the zoning ordinance related to site plan review.

The proposed amendments to the site plan review process update the review procedures to more contemporary standards, help streamline approvals, and better reflect current information requirements. The following is an overview of the changes:

- Updates what requires Planning Commission approval versus what can receive administrative approval.
- Updates the language for a pre-application meeting and sketch plan review.
- Changes the number of plans that are submitted. Over the years the City has transitioned into digital file review. The number of required hard copies is recommended to be reduced from eight to three.
- Updates the list of items that are required on the site plan to be consistent with the checklist the City provides to applicants. This assures the City has the information to complete a thorough review.
- Provides additional details to the review and approval process.
- Creates an amendment section to the ordinance. The current ordinance requires all changes to go back to the Planning Commission while the

proposed ordinance allows administrative approval for minor changes while only requiring major changes receive Planning Commission approval.

- Updates the language to state review and approval from the Planning Commission is required. The current language is often misread, leaving the impression that a formal hearing is required.

The proposed amendments to the site plan review process are also one of the last requirements to being approved by the Michigan Economic Development Corporation (MEDC) as a Certified Redevelopment Ready Community (RRC).

The Planning Commission held a public hearing on the proposed changes at their February 21, 2023 meeting.

Consent Agenda Motion:

CONSIDER this the second reading of and APPROVE amendments to the Zoning Code, Article XII, Site Plan Review and Article II, Section 1.0202, Specific Terms effective May 17th, 2023.

Included in your packet:

1. Proposed Site Plan Ordinance

8E. April 2023 Iglesia Rios De Agua Viva Children's Day Event

Pastor Jose Arvizo Piñon of Iglesia Rios De Agua Viva (River of Living Water Church), an affiliate Sturgis Christian Fellowship Center, is once again requesting use of Memorial Park for a Children's Day event on April 29th from 2:00 pm to 4:30 pm. The event will include kids activities, free raffles for the children, food, pinatas, and worship. It is open to the public. The Commission previously approved a similar events in April and August of 2022.

Consent Agenda Motion:

APPROVE the requests for use of Memorial Park for Iglesia Rios De Agua Viva Children's Day on April 29th, 2023 as presented.

9. Unfinished Business

A. 2nd Precinct Commission Appointment

Staff: Kenneth Rhodes

At the April 12th City Commission Work Session, interviews were held for applicants for the open City Commissioner position in Precinct 2. Applicants interviewed included Charles Huber and Emmanuel Nieves. Mr. Huber has dropped out of consideration due to a possible move.

Per the process approved by the Commission, the group will discuss and appoint an applicant for the open position at this meeting. The selected applicant will be sworn in prior to the next regular meeting.

Following past practice, Commissioners may choose to make a motion to appoint Mr. Nieves. This appointment will fill the unexpired term of Travis Klinger and will end in November 2024.

10. New Business

A. DWSRF Public Hearing

Staff: Barry Cox

OPEN PUBLIC HEARING

Back in February, City staff presented City Commission with a Professional Services Proposal with Fishbeck, Inc. to develop a Project Plan Amendment to the City's approved Drinking Water State Revolving Fund (DWSRF) Project Plan. The DWSRF Project Plan is good for five years once completed and approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The amendment adds a new water main segment to the line serving the wastewater treatment plant (WWTP) to create a loop and eliminate the dead end feed to the plant. It also provides additional points to the City's project plan under the EGLE's revised DWSRF loan scoring system.

The City must submit the amended project plan to EGLE by June 1st and a public hearing is required on the draft DWSRF Project Plan amendment prior to that date so public comments can receive responses in the final project plan submittal. Availability of the plan amendment was advertised April 14th in the Sturgis Journal and on the City's website and Facebook page to receive public comment and publicize the public hearing.

A copy of the draft Project Plan Amendment is included in your packet. Jeremy Kramer, Senior Civil Engineer from Fishbeck will attend the meeting to provide a brief overview of the required information for the public hearing and a summary of the project plan amendment. He will also be available to answer any questions the public or City Commission may have regarding the project plan.

Following the public hearing, City staff is recommending the Commission adopt the resolution for the DWSRF Project Plan Amendment. This includes adopting the project plan amendment and selected alternative as outlined in the plan amendment. The resolution also designates an authorized representative related to the Project Plan, which staff is recommending be the City Manager.

CLOSE PUBLIC HEARING

Proposed Motion:

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

Staff Recommendation:

ADOPT

Included in your packet:

1. FY 2024 DWSRF Plan Amendment
2. DWSRF Resolution

10. New Business

B. Cemetery Foundation Removal Fee

Staff: Anthony VanNest

At the April 10th Cemetery Board meeting, staff proposed establishing a fee for the removal of foundations at the cemetery. Staff has received an increase in requests to remove and replace foundations for monuments and currently there is not a fee to cover the labor cost for removing foundations. Staff proposed a rate of \$0.32 per top square inch for the removal of the foundation. This allows for the proper fee to be collected based on the size of the foundation being removed.

The Cemetery Board recommended the \$0.32 top square inch fee for the removal of foundations be presented to the City Commission.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the foundation removal fee of thirty-two cents (\$0.32) per top square inch be added to the Cemetery Fee Schedule as presented.

Staff Recommendation:

APPROVE

10. New Business

C. 2023 Sanitary Sewer Rehab Design Task Order

Staff: Barry Cox

City staff continues to work on maintaining sanitary sewer assets as identified in the 2020 Asset Management Plan and field-observed maintenance needs. Included in your packet is Task Order #13 for final design and bidding services to rehabilitate sanitary manholes via lining, bench repair, and flow channel repair at locations listed in the task order. The repair types are being grouped together to improve project bid costs. Cost of the task order is \$21,500.00. The sanitary collection system capital budget for FY 2022-2023 is \$350,000.00.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY Task Order #13 for Design & Bidding Services for the 2023 Sanitary Sewer Rehab project in the amount of twenty-one thousand and five hundred dollars (\$21,500.00).

Staff Recommendation:

APPROVE

Included in your packet:

1. Task Order #13

10. New Business

D. Rectangular Clarifier Rehab

Staff: Brandon Schrader

The Wastewater Treatment Plant (WWTP) has three rectangular clarifier tanks used in the processing and cleaning of wastewater that are in need of rehabilitation. These clarifiers were installed in the 1996 SRF Expansion Project and have been in operation over 215,000 hours. The inner/submerged moving components of the clarifiers are composite materials which, based on 2022 inspections, are beyond their useful service life. Two of the three clarifiers are final clarifiers; failure of these parts would be detrimental to meeting quality standards of effluent. These final clarifiers are the last process prior to water being discharged from the plant. The third clarifier recommended for rehabilitation is one of two intermediate clarifiers which serve an important role in process of wastewater treatment.

The City quoted equipment and services for the project via the Sourcewell Cooperative purchasing program previously approved by the Commission. Staff obtained two quotes for equipment from separate vendors and four quotes for mechanical installation from three vendors. A tabulation of these quotes is included in your packet. Staff recommends purchase of the equipment supplied by Brentwood Industries Inc., with Mason Engineering & Construction as the installer.

Brentwood Industries' quote for equipment (after deducts of squeegee costs) was \$289,640.00, \$41,464.00 more than the comparable quote from Evoqua. Staff is recommending the Brentwood quote over that of Evoqua due to advantages in design and materials. Brentwood Industries Inc. has a fiber-reinforced plastic adjustable headshaft weighing a total of approximately 120 pounds, compared to the Evoqua solid-steel headshaft weighing approximately 1,700 pounds. This provides a significant advantage in staff safety when performing future maintenance on the clarifiers.

With the lighter headshaft, future maintenance to replace end bearings (which are 14 feet in the air) is able to be completed by staff members versus requiring a crane to lift the shaft. In addition, the collector chain part of the equipment on the Brentwood Industries model is specifically designed to prevent stretch, giving longer life to the part and reduced maintenance expenses versus the Evoqua model.

Staff also recommends adding an optional gritshield collector chain to be installed in the one intermediate clarifier. This chain is further fortified, providing a longer useful life in the abrasive conditions of the sludge in this clarifier versus that of the two final clarifiers. The cost for this option is \$6,300.00. Adding this option brings the total cost of the Brentwood equipment to \$295,940.00.

Mason Engineering & Construction was the low quote for installation of the equipment at \$183,148.00. They were the only installer to provide a quote for the Brentwood Industries equipment. Mason provided costs for installation of both equipment models and installation of the Brentwood model was \$16,589.00 less expensive.

Included in your packet is a budget and cost spreadsheet for the project. The total budget for FY 2022-2023 for this project was \$351,000.00. Total project cost for equipment and installation is \$479,088.00, a difference of \$128,088.00. Due to savings and unrealized projects, the wastewater capital budget has sufficient funds to absorb this additional cost.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the proposal from Brentwood Industries Inc. to supply clarifier components with the optional gritshield collector chain in the amount of two hundred ninety-five thousand nine-hundred forty dollars (\$295,940.00) as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the proposal from Mason Engineering & Construction for installation for the clarifier project in the amount of one hundred eighty-three thousand one hundred forty-eight dollars (\$183,148.00) as presented.

Staff Recommendation:

APPROVE and APPROVE

Included in your packet:

1. Project Quote Summary
2. Brentwood Proposal
3. Brentwood Materials Information
4. Mason Engineering Proposal – Brentwood Install
5. Project Budget & Costs Spreadsheet

Noteworthy Meetings / Events

- Township Supervisor Meeting | April 12th
- Sturgis Area Community Foundation/Sturgis Improvement Association/St. Clair County Community Foundation Meeting | April 17th
- Budget Planning Meeting | April 17th
- Planning Commission Meeting | April 18th
- MML Capital Conference | April 19th
- Airport Advisory Committee Meeting | April 20th

Upcoming Events

- The Beverly Hillbillies the Musical | SYCA | April 21st-April 23rd
- Gaming Unplugged | SYCA | 6:00pm-9:00pm | April 25th
- Singin' in the Rain Cinema Circle Movie | 7:00pm | April 27th
- Spring Food & Flower Fest | Downtown | 5:30pm-9:00pm | April 28th
- Styrofoam Recycling | DPS | 9:00am-12:00pm | May 6th
- Sturgis Wind Symphony Spring Concert | SYCA | 3:00pm | May 7th
- The Birds Cinema Circle Movie | SYCA | 7:00pm | May 9th
- Spring Car Cruise-in & Eats | Downtown | 5:30pm-9:00pm | May 12th
- Bourbon, Bacon & Blues | Downtown | 5:30pm-10:00pm | May 26th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**WORK SESSION - STURGIS CITY COMMISSION
WEDNESDAY, APRIL 12, 2023
LARGE CONFERENCE ROOM – 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: Interim City Manager, City Clerk

Mayor Mullins led the City Commission in the interviews for the 2nd Precinct Commissioner vacancy. The applicants included Charles Huber and Emmanuel Nieves.

The meeting was adjourned at 5:40 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, APRIL 12, 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, Community Development Director, Electric Department Operations Manager, Economic Development Specialist, City Engineer, City Clerk

Mayor Mullins presented the following proclamations:

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world, and;


WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and;

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and;

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE BE IT RESOLVED, as Mayor of the City of Sturgis I do hereby proclaim April 28th 2023, as

 **Arbor Day**

In the City of Sturgis and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands,

AND FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

FAIR HOUSING MONTH

WHEREAS, The Fair Housing Act was enacted on April 11, 1968 and enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the Fair Housing Act seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing and to emphasize equal housing as a fundamental human right for all; and

WHEREAS, individuals in Sturgis have the right to choose where to live without discrimination based on race, color, religion, age, sex, disability, gender identity, familial status or national origin; and

WHEREAS, the City of Sturgis fully supports the intent and purpose of the Federal Fair Housing Act and looks to promote and further policies and practices in order to achieve the goal of ending housing discrimination.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Sturgis does hereby declare the month of April 2023 as “Fair Housing Month” in Sturgis.

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. Smith to approve the Consent Agenda of April 12, 2023 as presented.

8A. Action of Minutes of Previous Meetings

- APPROVE the minutes from the March 22, 2023 regular meeting as presented.

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$2,569,674.75 as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Community Development Director Will Prichard provided details on numerous amendments to the site plan review ordinance language to reflect the current process. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to consider this the first reading of an amendment to the Zoning Code, Article XII, Site Plan Review, and Section 1.0202 as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Community Development Director Will Prichard and Economic Development Specialist Jeff Coney provided details on Redevelopment Ready Communities Technical Assistance Funding and efforts towards moving to certified status. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Smith to approve a contract with the Michigan Economic Development Corporation for Redevelopment Ready Communities Technical Assistance Funding in the amount of twenty-two thousand, five hundred dollars (\$22,500.00) with a match amount of seven thousand, five hundred dollars (\$7,500.00) for improvements to the Zoning Ordinance and Community Development website pending legal review and authorize Interim City Manager Andrew Kuk to sign all necessary documents.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Klinger and seconded by Comm. Perez to approve a bid waiver for and the proposal from Beckett & Raeder, Inc. for updating of the Zoning Ordinance and the Community Development website in the amount of thirty thousand dollars (\$30,000.00) as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Economic Development Specialist Jeff Coney provided details on the MEDC Redevelopment Ready Communities Program and the City's efforts towards gaining certified status. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Perez to adopt the Resolution of Intent to Continue Pursuing and Participating in the MEDC Redevelopment Ready Communities Program as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

**RESOLUTION OF INTENT FOR THE CITY OF STURGIS
TO CONTINUE PURSUING AND PARTICIPATING IN THE
MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
REDEVELOPMENT READY COMMUNITIES PROGRAM**

WHEREAS, the Michigan Economic Development Corporation (MEDC) has established the statewide Redevelopment Ready Communities Program (RRC) to empower communities to shape their future and maximize economic potential, and

WHEREAS, the RRC Program provides technical and financial assistance to and certifies Michigan communities who actively engage stakeholders and plan for transparent, fair, and consistent processes and work to improve development review processes, and

WHEREAS, the RRC Program provides grant and loan assistance to help facilitate development and redevelopment projects in communities that are pursuing RRC Certification or are RRC Certified.

WHEREAS, certain recommendations have been made by RRC Program staff in the RRC Baseline Report that are required for The City of Sturgis to attain Redevelopment Ready Communities Certification, and

WHEREAS, The City of Sturgis has reviewed the RRC Baseline Report and is willing to complete the tasks as outlined;

NOW, THEREFORE, BE IT RESOLVED, that the Sturgis City Commission authorizes the implementation of recommendations made by the RRC Program staff that are necessary to receive Redevelopment Ready Communities Certification from the MEDC.

Electric Department Operations Manager Tyler Stark provided details on the bids for substation maintenance. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Smith to approve the bid from Turner Electric for maintenance on the Southwest and Industrial substations in the amount of forty-four thousand, six hundred and forty dollars (\$44,640.00) with a contingency of fifteen thousand dollars (\$15,000.00).

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided details on the resolutions related to the dedication and acceptance of portions of North Franks Avenue. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Klinger to adopt the Resolution for Street Right of Way Dedication for North Franks Avenue.

Voting yea: Eight

Voting nay: Smith

MOTION CARRIED

RESOLVED that the City of Sturgis hereby accepts the conveyance and dedication of the following properties and does hereby dedicate them for public right-of-way purposes and all accompanying uses for public utilities, sewer and water:

Right-of-Way Description – Parcel “A”

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 6, Town 8 South, Range 9 West, City of Sturgis, St. Joseph County, Michigan, more particularly described as follows:

Commencing at the South 1/4 Corner of said Section 6, Thence North 00 degrees 43 minutes 08 seconds West for a distance of 2144.78 feet along the North-South 1/4 line to the northerly right-of-way of US-12, being the Point of Beginning; Thence North 00 degrees 43 minutes 08 seconds West for a distance of 300.00 feet continuing along said North-South 1/4 line; Thence South 06 degrees, 31 minutes, 06 seconds East for a distance of 296.88 feet to said northerly right-of-way of US-12 and being 30.00 feet easterly of said North-South 1/4 line; Thence South 80 degrees, 29 minutes, 53 seconds West for a distance of 30.36 feet along said northerly right-ofway to the Point of Beginning.

Right-of-Way Description – Parcel “B”

A parcel of land located in the Northeast Quarter of Section 6, Town 8 South, Range 9 West, City of Sturgis, St. Joseph County, Michigan, more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 6, Thence South 00 degrees, 54 minutes, 37 seconds East for a distance of 998.12 feet along the North-South 1/4 line to the southerly margin of the Michigan Southern Rail Road Right-of-Way being the Point of Beginning; Thence North 76 degrees, 04 minutes, 41 seconds East for a distance of 41.05 feet along said southerly margin to a point 40 feet easterly of said North-South 1/4 line; Thence South 04 degrees, 04 minutes, 04 seconds West for a distance of 460.98 feet; Thence North 00 degrees, 54 minutes, 37 seconds West for a distance of 450.00 feet along said North-South 1/4 line to the Point of Beginning.

Moved by Comm. Hile and seconded by Comm. Klinger to adopt the Resolution for Street Acceptance for North Franks Avenue.

Voting yea: Eight

Voting nay: Smith

MOTION CARRIED

Whereas, the City of Sturgis did on May 24, 1972 (Liber 358, Page 196) and June 2, 1993 (Liber 675, Page 461) and December 12, 1994 (Liber 722, Pages 98 & 99) acquire title to property recorded in the records of the Register of Deeds for St. Joseph County, Michigan; and

Whereas, all or a portion of each property has been properly dedicated for public right of way purposes for a street known as North Franks Avenue; and

Whereas, the City of Sturgis accepted 361 feet of Spruce Street in 1986 from East Hatch Street to Thurston Woods Village's private road, and changed North Spruce Street to Franks Avenue in 1993, and accepted 1036 feet of North Franks Avenue in 1997 from the North line of Lakeview Manor to the Michigan Southern Railroad right of way and accepted 600 feet of North Franks Avenue in 2017 from Lafayette Road south 600 feet; and Whereas, Barry Cox, Sturgis City Engineer, and Kelly Bolt, MDOT's Act 51

Certification Specialist, have agreed and verified these Act 51 lengths have been certified for funding, but are not accurate between East Hatch and Lafayette Road; and Whereas Barry Cox and Kelly Bolt have agreed the addition of 188 feet of Act 51 length for North Franks Avenue from East Hatch Street to Lafayette Road will result in a correct certified Act 51 length of 2185 feet; and

Whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE BE IT RESOLVED:

1. That the centerline description of said street is attached.
2. That said street is located within a City right-of-way and is under the control of the City of Sturgis.
3. That said street is a public street and is for public street purposes.
4. That an additional 188 feet of said street is accepted into the City Local Street System and was open to the public on April 12, 2023.

Interim City Manager Andrew Kuk provided details on additional agreements were announced with three pharmacy chains - CVS, Walgreens, and Walmart - and two additional manufacturers - Allergan and Teva related to the National opioid settlements. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Smith to approve participation in the Allergan, Teva, CVS, and Walmart Settlements as presented and authorize Interim City Manager Andrew Kuk to sign all necessary documents.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Clerk/Treasurer Kenneth Rhodes explained that the vacancy for the City's representative on the Sturgis District Library Board was advertised and two applications were submitted.

Moved by Comm. Miller and seconded by Comm. Hile to appoint Bryce Burch to the Sturgis District Library Board through May 2026.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Interim City Manager Andrew Kuk provided details on a proposed loan amortization schedule and resolution approving the loan from the Electric Fund to the LDFA for for water main and sanitary sewer extensions between Kitson Avenue and N. Nottawa Street (M-66) in the Bullard Industrial Park area. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to adopt the Resolution Authorizing the Internal Loaning of Funds from the Electric Fund to the Local Development Financing Authority (LDFA) for Bullard Industrial Park utility improvements as presented.

Voting yea: Eight

Voting nay: Bir

MOTION CARRIED

WHEREAS, the City of Sturgis intends to invest in infrastructure needs to promote economic development for the Bullard Industrial Park; and

WHEREAS, The Local Development Financing Authority plan includes infrastructure improvement of the property located in the LDFA district; and

WHEREAS, the cost to build the utility improvements are estimated to be approximately \$414,351; and

WHEREAS, the City of Sturgis Internal Loan Policy allows the City Commission to approve loans other than temporary cash flow loans created by the single account banking system; and

WHEREAS, it is necessary for the City to internally loan funds from the Electric Fund to finance the construction of the utility improvements for Bullard Industrial Park; and

WHEREAS, specifically the Department of Environment, Great Lakes and Energy (EGLE) required completion of the water loop to serve the Bullard Industrial Park and adjacent properties located within the Local Development Authority District ; and

WHEREAS, the City Commission deems that this project serve the public interest and for the public good; and

WHEREAS, The City has an Electric Fund that has revenue sufficient to internally loan these funds; and

NOW, THEREFORE, BE IT RESOLVED THAT, the City Commission of the City of Sturgis does hereby approve the following loan:

FROM:	Electric Fund
TO:	Local Development Financing Authority (LDFA)
AMOUNT:	\$414,351
INTEREST RATE:	4.743% (Michigan Statutory Interest Rate)
TERM:	5 years (60 payments)
PAYMENT:	1 ST Payment commencing 5/12/2023
	\$7,770.62 per month, \$93,247.44 per year

The City Commission had consensus to allow the use of the City owned lot at Jefferson Street and Chicago Road as a staging area for and MDOT repair of the railroad crossing.

The City Commission had consensus to allow vendors to utilize public areas during the upcoming DDA events downtown.

Moved by Comm. Hile and seconded by Comm. Perez to go into Closed Session to conduct a periodic personnel evaluation at the request of the employee.

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

Voting nay: None

MOTION CARRIED

Meeting recessed at 7:12 p.m.

Meeting reconvened at 7:52 p.m.

There was a discussion of the short amount of time allowed for a complete review of the changes to the latest version of the City Manager Employment Agreement. There was also an indication of typographical changes that needed to be made to the agreement.

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the City Manager Employment Agreement as presented.

Voting yea: Klinger, Kinsey, Hile, Miller, Mullins

Voting nay: Bir, Smith, Harrington, Perez

MOTION CARRIED

The meeting was adjourned at 7:55 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				
04-12-2023	245794M	06140	KEITH NUNN	400.00
04-12-2023	245795M	04537	NICK PERRY	6,500.00
04-14-2023	PR0607M	00061	CITY OF STURGIS PAYROLL	317,236.52
04-01-2023	T15669M	06290	MEDPRO WASTE DISPOSAL LLC	26.25
03-01-2023	T15670M	06138	MUTUAL OF OMAHA INSURANCE CO	5,334.25
03-01-2023	T15671M	06138	MUTUAL OF OMAHA INSURANCE CO	5,504.56
04-14-2023	T15672M	04088	BLUE CROSS BLUE SHIELD OF MI	66,188.16
04-25-2023	T15673M	04389	FRONTIER COMMUNICATIONS A	254.25
04-24-2023	T15674M	03770	MICHIGAN GAS UTILITIES	383.43
04-24-2023	T15675M	03770	MICHIGAN GAS UTILITIES	138.12
04-24-2023	T15676M	03770	MICHIGAN GAS UTILITIES	1,729.53
04-05-2023	T15677M	06138	MUTUAL OF OMAHA INSURANCE CO	5,302.74
04-24-2023	T15678M	03770	MICHIGAN GAS UTILITIES	853.14
04-01-2023	T15679M	06388	ALLIANCE BEVERAGE DISTRIBUTING	170.00
04-10-2023	T15680M	04197	MI PUBLIC POWER AGENCY	165,466.60
04-01-2023	T15681M	06030	VERIZON CONNECT NWF INC	113.33
04-13-2023	T15682M	05892	PAYCOR	1,012.64
04-30-2023	T15683M	03286	THE BANK OF NY MELLON TRUST CO	30,750.00
04-12-2023	T15684M	00449	CENTURY BANK & TRUST	3,402.13
04-22-2023	T15685M	03858	FARMERS STATE BANK	7,781.90
04-14-2023	T15686M	04524	ALERUS FINANCIAL	1,491.00
04-25-2023	T15687M	04197	MI PUBLIC POWER AGENCY	34,456.37
04-14-2023	T15688M	00062	CITY OF STURGIS-EMPLOYEE INS	74,414.45
04-14-2023	T15689M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,855.33
04-14-2023	T15690M	06190	HEALTH EQUITY/HSA PR TRANSFER	1,800.00
04-14-2023	T15691M	00065	DOYLE MEMBERSHIP TRANSFER	2,753.88
04-14-2023	T15692M	00063	CITY OF STURGIS TAX TRANSFER	17,340.67
04-14-2023	T15693M	05123	COMERICA BANK-INST TRUST SERV	32,344.46
04-14-2023	T15694M	03229	CITY OF STURGIS-WORKERS COMP	2,746.20
04-14-2023	T15695M	00064	INTL CITY MGMT ASSOC RETR CORP	7,876.47
03-30-2023	T15696M	05892	PAYCOR	417.37
04-17-2023	T15697M	06093	PEPSI BEVERAGES COMPANY	339.05
04-09-2023	T15698M	00181	GORDON FOOD SERVICE	244.34
04-19-2023	T15699M	00321	STATE OF MICHIGAN	10,290.00
04-18-2023	T15700M	00321	STATE OF MICHIGAN	1,489.34
04-10-2023	T15701M	00512	CAMOCO FUEL SYSTEM	14,316.56
Automatic Checks				
04-26-2023	245796	00110	A & K PRINTING & POOLS	2,462.50
04-26-2023	245797	04266	ABONMARCHE CONSULTANTS INC	5,998.75
04-26-2023	245798	00066	ACTION QUICK PRINT PLUS	26.75
04-26-2023	245799	06156	AGILE TICKETING SOLUTIONS LLC	152.18
04-26-2023	245800	06102	ALLIED FIRE SALES & SERVICE	29,580.00
04-26-2023	245801	02334	ALLMAKE BROADCOM	554.00
04-26-2023	245802	06119	AMAZON.COM SALES INC	2,702.95
04-26-2023	245803	06070	ANGEL ARMOR LLC	3,048.27
04-26-2023	245804	00624	AQUA BLAST CARWASH SYSTEMS INC	320.00
04-26-2023	245805	04642	AQUAFIX INC	2,905.30
04-26-2023	245806	06368	ASCENSUS	3,150.00
04-26-2023	245807	05634	BEL-AIRE HEATING & AIR COND	225.00
04-26-2023	245808	06117	BENITA ANN LEWIS	30.00
04-26-2023	245809	00072	BIRD, SCHESKE, REED & BEEMER,	2,872.20

Date	Check#	Vendor	Vendor Name	Amount
04-26-2023	245810	02749	HARLAN BLOOD	15.00
04-26-2023	245811	00005	BOGEN CONCRETE INC	100.00
04-26-2023	245812	00006	BOLAND TIRE INC	976.39
04-26-2023	245813	02004	BRANCH HILLSDALE ST JOE HEALTH	250.00
04-26-2023	245814	05964	BREWHOUSE BBQ	150.00
04-26-2023	245815	01283	BYCE & ASSOCIATES INC	525.00
04-26-2023	245816	03343	BYLER ELECTRIC INC	23,275.00
04-26-2023	245817	00315	CENTURYLINK	43.82
04-26-2023	245818	06296	CIVICPLUS LLC	1,126.30
04-26-2023	245819	06389	CNA SURETY	110.00
04-26-2023	245820	05108	CORRIGAN OIL CO	1,088.33
04-26-2023	245821	06325	COTTIN'S HARDWARE	328.64
04-26-2023	245822	06158	CULLIGAN WATER OF STURGIS	343.00
04-26-2023	245823	05694	CUMMINS INC	1,975.38
04-26-2023	245824	01119	DAVID W LUDDERS	30.00
04-26-2023	245825	06391	DICKSON/UNIGAGE INC MS123	240.90
04-26-2023	245826	03095	MARY DRESSER	80.00
04-26-2023	245827	00364	CAROL DUSTIN	600.00
04-26-2023	245828	06014	EGANIX INC	840.00
04-26-2023	245829	06062	ELECTIONSOURCE	91.40
04-26-2023	245830	03929	EMERGENCY MEDICAL PRODUCTS INC	379.00
04-26-2023	245831	05497	FIRE & POLICE SELECTION INC	500.00
04-26-2023	245832	05544	FIRST ADVANTAGE OCCUPATIONAL	98.42
04-26-2023	245833	00776	FLEIS & VANDENBRINK	2,132.20
04-26-2023	245834	05584	FREDERICK CONSTRUCTION INC	20,043.94
04-26-2023	245835	00291	GATEHOUSE MEDIA MICHIGAN	1,094.05
04-26-2023	245836	00179	GLEN OAKS COMMUNITY COLLEGE	3,245.00
04-26-2023	245837	00183	W W GRAINGER INC	560.72
04-26-2023	245838	06104	GRANTSMANSHIP CONSULTING LLC	1,637.50
04-26-2023	245839	04243	GRP ENGINEERING INC	2,780.50
04-26-2023	245840	02547	HOEKSTRA ROOFING COMPANY	2,696.81
04-26-2023	245841	05222	HOLLAND DEPT OF PS/WMCJTC	1,134.42
04-26-2023	245842	06136	HURD MEDIA GROUP LLC	304.50
04-26-2023	245843	03515	HYDROCORP	4,625.50
04-26-2023	245844	04543	J & B MEDICAL SUPPLY INC	383.73
04-26-2023	245845	00296	JAMES E PRINCE	53.97
04-26-2023	245846	06199	JANSEN PLUMBING, HEATING &	1,415.65
04-26-2023	245847	06395	JEFFREY A BRODRICK	100.00
04-26-2023	245848	06379	JM TEST SYSTEMS LLC	236.00
04-26-2023	245849	06314	JODIE M JOHNSON	40.00
04-26-2023	245850	06217	JOHN J FLOWERS	40.00
04-26-2023	245851	06393	JOHN M LEWANDOWSKI	100.00
04-26-2023	245852	00041	KEIHLY HART	45.00
04-26-2023	245853	00020	KENDRICK STATIONERS INC	91.50
04-26-2023	245854	01101	JANENE KOSMAN	140.00
04-26-2023	245855	00581	KRONTZ GENERAL MACHINE & TOOL	536.00
04-26-2023	245856	00212	KSS ENTERPRISES	646.23
04-26-2023	245857	05977	LAKELAND INTERNET LLC	106.94
04-26-2023	245858	00216	LAWSON PRODUCTS INC	14.97
04-26-2023	245859	00394	LAWSON-FISHER ASSOCIATES PC	17,745.88
04-26-2023	245860	03684	LEXISNEXIS RISK SOLUTIONS	200.00
04-26-2023	245861	05156	M A A C PROPERTY SERVICES	2,698.00
04-26-2023	245862	06087	MALLORY SAFETY AND SUPPLY, LLC	850.02

Date	Check#	Vendor	Vendor Name	Amount
04-26-2023	245863	00296	MARIA CABALLERO	78.07
04-26-2023	245864	00296	MARIA CABALLERO	138.07
04-26-2023	245865	00296	MARIA R RODRIGUEZ	78.79
04-26-2023	245866	00296	MELISSA J CHAPMAN	20.55
04-26-2023	245867	03774	STATE OF MICHIGAN	240.00
04-26-2023	245868	03774	STATE OF MICHIGAN	129.75
04-26-2023	245869	06390	MICHIGAN EMS EXPO	470.00
04-26-2023	245870	04102	MICHIGAN GAS UTILITIES	69.43
04-26-2023	245871	00024	STATE OF MICHIGAN - MDOT	3,352.85
04-26-2023	245872	05121	MICKEY'S LINEN	212.86
04-26-2023	245873	04702	MILLER JOHNSON ATTORNEYS	1,473.06
04-26-2023	245874	00241	JEFF MILLER	9,820.00
04-26-2023	245875	00296	MOLLY MILLER	17.89
04-26-2023	245876	05493	MOSO VILLAGE LLC	46,139.84
04-26-2023	245877	01705	MSC INDUSTRIAL SUPPLY CO INC	360.36
04-26-2023	245878	05102	McLEAN ENGINEERING CO	1,989.50
04-26-2023	245879	06069	NAPA AUTO PARTS	220.22
04-26-2023	245880	05096	NATIONAL HOSE TESTING	288.00
04-26-2023	245881	00256	NISSLEY DISPOSAL INC	100.00
04-26-2023	245882	05677	NORTH BREATHING AIR LLC	635.00
04-26-2023	245883	04770	PARRISH EXCAVATING INC	55,571.39
04-26-2023	245884	00296	PATRICIA A GERMAN	46.44
04-26-2023	245885	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,241.40
04-26-2023	245886	05026	PLUMMER'S ENVIRONMENTAL	2,200.00
04-26-2023	245887	00033	POSTNET POSTAL & BUSINESS	225.95
04-26-2023	245888	00485	POWER LINE SUPPLY	970.00
04-26-2023	245889	00031	POWER SYSTEM ENGINEERING INC.	16,081.94
04-26-2023	245890	00296	PRIME QUALITY ELECTRIC	96.67
04-26-2023	245891	04481	PROF SPORTS SPECIFIC TRAINING	360.00
04-26-2023	245892	05468	PVS TECHNOLOGIES INC	2,887.93
04-26-2023	245893	00279	RATHCO SAFETY SUPPLY	3,403.00
04-26-2023	245894	05700	RED CEDAR CONSULTING LLC	1,500.00
04-26-2023	245895	05739	RENEWABLE WORLD ENERGIES LLC	5,784.90
04-26-2023	245896	06038	REVOLUTION HEALTH, P.C.	250.00
04-26-2023	245897	06020	RICHMOND SANITARY SERVICE INC	557.00
04-26-2023	245898	00276	SAFETY SERVICES INC	99.18
04-26-2023	245899	04305	SAGINAW VALLEY CHAPTER	15.00
04-26-2023	245900	04305	SAGINAW VALLEY CHAPTER	285.00
04-26-2023	245901	05622	SOARING CONCEPTS AEROSPACE LLC	500.00
04-26-2023	245902	02179	SPRINT	575.85
04-26-2023	245903	00099	ST JOSEPH COUNTY	9,139.93
04-26-2023	245904	01801	STAR CRANE & HOIST	675.00
04-26-2023	245905	00488	STATE SYSTEMS RADIO INC	195.00
04-26-2023	245906	04903	STONECO OF MICHIGAN	284.13
04-26-2023	245907	04140	SWICK BROADCASTING COMPANY	250.00
04-26-2023	245908	05682	ROBERT TAYLOR	35.00
04-26-2023	245909	00296	TERESA L ELUEM	30.48
04-26-2023	245910	06125	THE COPY IMAGE INC	279.95
04-26-2023	245911	04429	THE PAPERS INC	293.00
04-26-2023	245912	01238	UNITED PARCEL SERVICE	4.91
04-26-2023	245913	05745	ERICA VARGAS SARCO	140.00
04-26-2023	245914	04453	VERIZON WIRELESS	2,528.43
04-26-2023	245915	05659	WARNER OIL COMPANY	1,569.15
04-26-2023	245916	03511	WASTE MANAGEMENT	2,957.46
04-26-2023	245917	05728	WASTE MANAGEMENT LAMPTRACKER	487.00
04-26-2023	245918	06394	WHAT IS MAGIC, LLC	100.00
04-26-2023	245919	00296	WILLIAM TACCHIELLA	58.70
04-26-2023	245920	06339	WILLIAMS TREE CO LLC	1,305.00
04-26-2023	245921	02948	WITMER PUBLIC SAFETY GROUP INC	579.99
04-26-2023	245922	06107	YEOMAN, TALIA	390.00
04-26-2023	D01971	02983	CINTAS LOCATION #351	1,374.82
04-26-2023	D01972	00019	KENDALL ELECTRIC INC	135.86
04-26-2023	D01973	06250	MARANA GROUP	2,539.09
04-26-2023	D01974	01080	NYE UNIFORM CO	747.90
Manual Total				\$823,723.04
Automatic Total				\$341,480.20
Grand Total				\$1,165,203.24

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 04/09/2023
PR0607M PAYROLL DATE 04/14/2023

GENERAL	\$152,133.81
MAJOR STREET	7,245.11
LOCAL STREET	6,081.85
CEMETERY	4,684.18
DDA	847.15
AIRPORT	0.00
BUILDING	3,418.67
STURGES-YOUNG CENTER FOR THE ARTS	5,164.35
RECREATION	3,759.42
DOYLE RECREATION CENTER	9,033.82
AMBULANCE	12,415.86
ELECTRIC	83,008.22
SEWER	16,352.32
WATER	12,873.05
MOTOR VEHICLE	218.71
Payroll Sub-Total	\$317,236.52

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8D

AMENDMENTS TO ZONING ORDINANCES
PERTAINING TO THE REGULATION
OF SITE PLAN REVIEW AND SPECIFIC TERMS

An ordinance to amend Appendix A of the Zoning Ordinance of the City of Sturgis to provide for the modification of regulation of Site Plan Review and Specific Terms 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 Site Plan Review and Specific Terms;

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

Appendix A of the Zoning Ordinance of the City of Sturgis, Article XII. – Site Plan Review and Article II, Section 1.0202 Specific Terms, of the Zoning Ordinance is hereby modified to provide as follows effective as of May 17, 2023.

ARTICLE XII. - SITE PLAN REVIEW^[6]

State Law reference— Site plans, MCL 125.3501.

1.1201. - Purpose.

Before a building permit is issued for any use identified as requiring a building permit, a site plan shall be submitted to the Community Development Department for review and approval. Before granting approval, the planning commission shall ascertain that all provisions of this article are complied with and that the proposed location and arrangement of buildings, accesses, parking area, walkways, yards, open areas, and other improvements limit potential health, safety, or protection hazards, and that the arrangement of buildings and structures will provide convenience for the intended occupants or utilization by the public and will be harmonious with development on adjoining properties.

1.1202. - Scope.

- (A) Except as set forth below, the Community Development Department shall not issue a building permit for construction of any buildings, structures, or uses until a site plan, submitted in accordance with this zoning ordinance, shall have been reviewed and approved by the planning commission.
- (B) The following buildings, structures, or uses shall be exempt from the site plan review and approval by the planning commission procedure but must receive approval from the zoning administrator:
 - (1) Single or two-family dwellings on an individual and separate lot and including accessory structures and uses.
 - (2) Accessory buildings which meet all the following criteria:
 - (a) Require no new or additional means of access from adjoining public roads or highways.
 - (b) Do not require additional parking exceeding 10% of existing parking area.
 - (c) Comply with all zoning ordinance requirements.
 - (3) Projects involving the expansion, remodeling, or enlargement of existing buildings which meet all the following criteria:
 - (a) Require no new or additional means of access from adjoining public roads or highways.
 - (b) Do not require additional parking exceeding 10% of existing parking area.
 - (c) Comply with all zoning ordinance requirements.
 - (4) Additional buildings or structures similar to those previously existing upon an individual site that meet all the following criteria:
 - (a) Require no new or additional means of access from adjoining public roads or highways.
 - (b) Do not require additional parking exceeding 10% of existing parking area.
 - (c) Comply with all zoning ordinance requirements.
 - (5) Uses such as on-premises advertising signs except as provided for in article XIII of this zoning ordinance.
 - (6) Parking area projects which meet all the following criteria:
 - (a) Require no new or additional means of access from adjoining public roads or highways.
 - (b) Do not require additional parking exceeding 10% of existing parking area.
 - (c) Comply with all zoning ordinance requirements.
 - (7) Parking lot mill and repave projects where an approved site plan is on file, unless there are grading changes or changes to the configuration of the parking lot.
 - (8) Minor site plan amendments.

1.1203. - Optional Pre-Application Meeting and Sketch Plan Review.

- (A) Preliminary sketches of proposed site and development plans may be submitted for review to the Community Development Department prior to final approval. The purpose of this procedure is to allow discussion between an owner, the zoning administrator and other City staff to better inform the owner of the acceptability of his proposed plans prior to incurring extensive engineering and other costs necessary for final site plan approval. The sketch plan shall include, as a minimum, the following information:
 - (1) The name and address of the applicant or developer.
 - (2) Sketch plans drawn to scale of site and any existing and proposed improvements.
 - (3) Use of property, building information, outside changes, surrounding land uses.
- (B) City staff or the planning commission shall not be bound by a tentative approval if given at this time.

1.1204. - Application procedure.

Requests for site plan review shall be made by filing the following items with the Community Development Department:

- (A) A review fee as determined by resolution of the City Commission. No application shall be accepted until the fee has been paid.
- (B) A completed application form for site plan review which shall contain, as a minimum, the following information:
 - (1) The name, address and contact information of the applicant.
 - (2) The name, address and contact information of the property owner.
 - (3) A correct legal description of the property.
 - (4) The area of the property stated in acres, or if less than one acre, in square feet.
 - (5) The present zoning classification of the property and abutting parcels.
 - (6) A description of the proposed development.
- (C) Three full paper sets and one digital format set of site development plans with the architect's and/or engineer's seal affixed shall be submitted. Plans shall include the following information:
 - (1) The title of the proposed project.
 - (2) The name of the property owner or proprietor.
 - (3) The location of the project, the street name, and the address.
 - (4) Professional seal of the architect or engineer which are licensed in the State of Michigan, and their name, address, phone number, and email address.
 - (5) The date drawn and subsequent revision dates.
 - (6) The plan shall be drawn to an appropriate scale of not smaller in size than one inch equals 20 feet for a development of not more than three acres, and a scale of not smaller in size than one inch equals to 100 feet for a development in excess of three acres.
 - (7) The plan shall show an appropriate descriptive legend, north arrow, and scale.
 - (8) The property shall be identified by lot lines and general location together with dimensions, angles, and size correlated with the legal description of the property.
 - (9) All utilities including water, sewer, electric, gas, phone, fiber, cable, wells and cisterns, hydrants, fire department connections, right of ways and points of access. For water service, include size of service line and meter. For sanitary service include the building sewer size.
 - (10) The topography of the site with at least one-foot contour intervals and all natural features such as wood lots, streams, rivers, lakes, wetlands, unstable soils, and similar features shall be shown.
 - (11) Existing manmade and natural features upon the site and adjoining sites within 100 feet of the site boundary shall be identified and located. Indicate which features will be retained or removed. This shall include signs, parking areas, dumpster location and enclosure, fences, drainage, above/underground storage tanks, fire department connections, wooded areas, drains, 100-year flood plains, floodway, soil contamination, groundwater contamination, etc.
 - (12) The location of all buildings with setbacks as required by the zoning ordinance, distance from lot lines and other buildings, proposed finished floor and grade line elevations, the size of proposed main and accessory buildings, the relationship of buildings to one another and to any existing structures on the site, number of floors, width, length and the height of all buildings and square footage of floor space therein shall be indicated. Site plans for multiple-family residential development shall also include a density schedule showing the number of dwelling units per net

acres, including a dwelling schedule showing the unit type (one bedroom, two bedrooms, etc.) and number of each unit.

- (13) All proposed and existing streets, driveways, sidewalks, and other pedestrian, non-motorized or vehicular circulation features upon and adjoining to the site shall be shown, together with the location, size, and number of parking areas, service lanes thereto, and service parking and delivery or loading areas. Sidewalks are required which meet ADA access, for inter-site access, as well as public access across the property along all road frontages. Interconnection of parking lots between business properties shall follow the requirements in Article IX of the zoning ordinance.
- (14) The location, use, and size of open spaces together with landscaping, screening, fences, walls, and proposed alterations of topography or other natural features shall be indicated.
- (15) The proposed operations on the site shall be described in sufficient detail to indicate the effect, if any, upon adjoining lands and occupants, together with any special features which are proposed to relieve any adverse effects to adjoining land and occupants. The colors, materials, textures of all buildings, walls, roofs, fences, and signage and other items of installation on the site shall be explained in sufficient detail to allow review.
- (16) Elevations of all building, accessory buildings, and accessory structures. This includes mechanical equipment. If in the Central Business District, all items to verify compliance with the Design Review Guidelines shall be shown.
- (17) Any earth-change plans required by state law shall also be submitted with the application.
- (18) Electric service, meter location, and transformer proposed locations shown on the site plan. Pre-application for electric service must be completed prior to submittal.
- (19) On-site lighting with photometrics.
- (20) Surface water drainage for the site. All new storm water system shall be built and maintained in compliance with the City of Sturgis Storm Water Design Criteria Manual. Calculation worksheet must be included with the submittal and be signed and sealed by architect or engineer.
- (21) The locations of signs, either existing or proposed, and an indication of their size, height, and design to verify compliance with the zoning ordinance.
- (22) The location of any outdoor storage including a description of the items to be located outdoors, as well as the location and description of required screening.
- (23) Location of any hazardous materials. If any will be located on the site, provide type of material, quantity, and all required hazards.
- (24) The site plan shall include any other information as may be determined to be necessary by the zoning administrator because of any peculiar features of the proposed development.
- (25) If the proposed development is located in the City's wellhead protection area, it shall also follow Article XV Groundwater Protection of this zoning ordinance.

1.1205. - Action on application and plans.

- (A) The Community Development Department shall record the date the application and plans are received and shall transmit copies to affected City departments.
- (B) City administrative approval is required prior to review by the planning commission. Upon receiving administrative approval by City staff, the site plan will be placed on an upcoming Planning Commission meeting. The zoning administrator or their designee will notify the applicant of the date, time, and place of the planning commission meeting for the review to be heard.
- (C) Members of the planning commission shall be provided with copies of the application and plans prior to the meeting.

- (D) Following the planning commission review, the planning commission shall have the authority to approve, disapprove, modify, or alter the proposed plans in accordance with the purpose of the site plan review provisions of this section and the criteria contained herein. In those instances where modification is required, the planning commission may either approve the plans contingent upon the required alterations or modifications, if any, or may require a further review after the modifications have been included in the proposed plans for the applicant.
- (E) The planning commission may stipulate special conditions and restrictions upon the approval of the site plan as deemed necessary for the protection of the public interest.
- (F) A copy of the approved final site plan, including any required modifications or alterations, shall be maintained as part of the City records for future review and enforcement. If any variances from the zoning ordinance have been obtained from the zoning board of appeals, the minutes concerning the variances shall also be filed with the City records as a part of the site plan and delivered to the applicant for his information and direction. The site plan shall become part of the record of approval and subsequent actions relating to the activity authorized shall be consistent with the approved site plan.

1.1206. - Criteria for review.

In reviewing the application and site plan and approving, disapproving, or modifying the plan, the planning commission shall be governed by the following standards:

- (A) There is a proper relationship between the existing streets and highways within the vicinity and proposed acceleration and/or deceleration lanes, service drives, entrance and exit driveways, and parking areas to ensure the safety and convenience of pedestrian, non-motorized, and vehicular traffic.
- (B) The buildings and structures proposed to be located upon the premises are so situated as to minimize adverse effects upon owners and occupants of adjoining properties.
- (C) As many natural features of the landscape shall be retained as possible where they furnish a barrier screen, or buffer between the project and adjoining properties used for dissimilar uses and where they assist in preserving the general appearance of the neighborhood.
- (D) Any adverse effects of the proposed development and activities emanating therefrom which affect adjoining residents or owners shall be minimized by appropriate screening, fencing, landscaping, setback, and location of buildings, structures, and entryways.
- (E) The layout of buildings and improvements will minimize any harmful or adverse effect which the development might otherwise have upon the surrounding neighborhood.
- (F) The site plan must comply with all provisions of the City code of ordinances and the zoning code. The planning commission may stipulate special conditions and restrictions of the site plan as deemed necessary for the protection of the public interest. However, this would not preclude the applicant from applying for an appropriate variance with the zoning board of appeals.

1.1207. - Conformity to approved site plan.

- (A) *Revocation of site plan approval.* Property which is the subject of site plan approval must be developed in strict compliance with the approved site plan, inclusive of any amendments, which has received approval. If construction and development does not conform with the approved plan, the approval of the site plan shall be revoked by the Community Development Department by written notice of the revocation posted upon the premises involved and mailed to the owner at his last known address. Upon revocation of this approval, all construction activities shall cease upon the site until the time the violation has been corrected or the planning commission has, upon proper application of the owner and after review, approved a modification of the site plan.
- (B) *Criteria for commencing construction.* Approval of the site plan shall be valid for a period of one year. If a building permit has not been obtained and on-site development commenced within one year, the site plan approval shall become void and a new application for site plan approval shall be required

and new approval obtained before any construction or earth change is commenced upon the site. An applicant may make application for a six-month extension of the site plan to the Community Development Department. The extension shall be granted if the zoning administrator finds good cause for the extension and that zoning regulations and site conditions of the subject property and adjoining properties have not changed since the site plan approval.

1.1208. - Amendment to site plan.

(A) A proposed amendment, modification, or alteration to a previously approved site plan may be submitted to the zoning administrator. The zoning administrator shall determine whether the change is major, warranting review by the planning commission, or minor, allowing administrative approval, as noted below:

(1) Minor changes. Minor changes may be approved by the zoning administrator after review by affected City departments determining that the proposed revision(s) will not alter the basic design and character of the plan as approved by the planning commission, nor any specified conditions imposed as part of the original approval. The zoning administrator has the discretion to request review by the planning commission for minor changes. Minor changes shall include the following:

(a) Reduction of the size or height of any building.

(b) Movement of buildings and/or signs by no more than ten feet if consistent with required setbacks, open space, and other standards.

(c) Landscaping approved in the final development plan that is replaced by similar landscaping to an equal or greater extent.

(d) Changes in floor plans, of up to five percent of the total floor area, which do not alter the character of the use or increase the amount of parking by more than 10%.

(e) Internal rearrangement of a parking lot which does not affect the number of parking spaces or alter access locations or design.

(f) Improvements or slight relocation of site access or circulation, such as inclusion of deceleration lanes, boulevards, curbing or pedestrian/bicycle paths, where appropriate.

(g) Changes of building materials to another of similar or higher quality, or a slight change in the color of the exterior material.

(h) Grade change of up to one foot, reviewed and approved by the City engineer.

(i) Modification of entry design, sign placement or reduction in size of signs.

(j) Changes to the location of accessory buildings and structures.

(k) Changes required or requested by the city, county, or other state or federal regulatory agency to conform to other laws or regulations which do not substantially modify the plan.

(3) Major changes. A proposed change not determined by the zoning administrator to be minor shall be submitted as an amendment to the site plan and shall be reviewed in the same manner as the original site plan application.

1.1209. - Performance guarantee.

- (A) In compliance with the Michigan Zoning Enabling Act (MCL 125.3505, as amended), the City shall have the right and authority to ensure compliance with the zoning ordinance and any condition imposed thereunder to require a performance guarantee approved by the Community Development Department to ensure the development of the site in accordance with the approved site plan. The performance guarantee shall continue for the duration of the construction and development of the site.
- (B) The performance guarantee may be in the form of a cash deposit, certified check, irrevocable letter of credit, or surety bond acceptable to the City, in an amount to cover the cost of the improvements associated with the project. It shall be deposited with the City clerk to insure faithful completion of the improvements as set out in the site plan approval. If the City has required a performance guarantee, then it shall be subject to the following terms and conditions:
 - (1) The performance guarantee shall be deposited prior to the issuance of the building permit authorizing the activity or project.
 - (2) Rebates of cash deposits. Where the performance guarantee has been made in the form of a cash deposit, the performance guarantor shall be entitled to a rebate of the cash deposit in reasonable proportion to the ratio of work completed on the required improvements as satisfactory work progresses. The performance guarantor may request the rebates in three equal installments each time one-third of the entire required work has been satisfactorily completed in accordance with the final approved site plan, including any approved amendments.
 - (3) Failure to complete improvements. If the performance guarantor fails to complete the improvements as approved in the final approved site plan within such time period as is required by the conditions or guarantees as outlined above, then the City may proceed to have such work completed and shall reimburse itself for the cost thereof by appropriating the cash deposit, certified check, or surety bond or by drawing upon the irrevocable letter of credit, or shall take the necessary steps to require performance by the bonding company.

1.1210. – Appeals

Any person or party aggrieved by an administrative determination or decision of the planning commission under this chapter may appeal such decision to the zoning board of appeals in accordance with the provisions of this zoning ordinance. Such appeal shall be filed within ten (10) days of the date of a final decision made by the planning commission or City staff.

Article II. – Definitions

1.0202. - Specific Terms

Storm Water System means a surface water management system designed, constructed, managed, and maintained to control surface water discharges caused by precipitation events on a developed property. It consists of structures, piping, earth surface modifications to collect, convey, treat, store, infiltrate, or reuse the storm water on a developed property and prevent off site storm water runoff. All new Storm Water Systems shall be built and maintained in compliance with the City of Sturgis Storm Water Design Criteria Manual.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

FY 2024 Drinking Water State Revolving Fund Project Plan Amendment

City of Sturgis

Project No. 210478

April 13, 2023

FY 2024 Drinking Water State Revolving Fund Project Plan Amendment

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

**April 13, 2023
Project No. 210478**

Final Draft

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List of Abbreviations/Acronyms

City City of Sturgis
DWSRF Drinking Water State Revolving Fund
EGLE Michigan Department of Environment, Great Lakes, and Energy
gpd gallons per day
ROW right of way
SDWA Safe Drinking Water Act
WWTP Wastewater Treatment Plant

1.0 Introduction

In February 2023, the City of Sturgis (City) retained Fishbeck to complete a Drinking Water State Revolving Fund (DWSRF) Project Plan Amendment for improvements to the City's water system. This amendment will focus on the addition of a Wastewater Treatment Plant (WWTP) Loop. The three projects detailed in the FY 2022 Project Plan have been carried over. These projects have updated schedules to take advantage of the available grant funding. The scope of each project detailed in the previous project plan, remains unchanged.

In preparing and submitting a Project Plan Amendment, the City is hoping to take advantage of additional Bipartisan Infrastructure Law funds allocated to the DWSRF program. The purpose of this document is to meet the project planning requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE). In addition to this new funding source, the state generally offers some form of principal forgiveness each year. When the state is awarded a federal capitalization grant, Congress, and the Safe Drinking Water Act (SDWA) mandate a range of that grant be used as additional subsidization to eligible recipients. Michigan generally chooses to apply this additional subsidization as principal forgiveness to overburdened or significantly overburdened communities.

This Amendment will focus on the addition of a WWTP Loop (Figure 1 and Figure 2).

2.0 Need for the Project

2.1 Wastewater Treatment Plant Loop

The distribution main on Treatment Plant Road is a 6-inch dead-end main. The dead-end is approximately 2,450 feet. Dead-end lines result in a breakdown of chlorine residuals, thereby limiting their disinfection abilities. Chlorine residual also helps to keep lead out of solution, which is important where lead services and old water mains exist within the distribution system. Where feasible, dead-end lines are gradually being removed from the system to eliminate the associated maintenance, operation efforts, and water safety concerns.

2.2 Compliance with the Drinking Water Standards Defined in Act 399

EGLE issued a Sanitary Survey for the City water system in 2020. The document listed numerous recommendations for the water system. The City has addressed the recommendations within the Sanitary Survey. The 2016 Water System General Plan revised in January 2021 makes 5- and 20-year capital improvements recommendations.

2.3 Orders or Enforcement Actions

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

2.4 Drinking Water Quality Problems

The aesthetic quality of the water produced by the City's wells is generally good. There are no known drinking water problems in the overall distribution system. Polyphosphate polymer is added to the water prior to entering the distribution system for aesthetics to minimize "red water," helping to control corrosion and scale in the water.

3.0 Analysis of Alternatives

3.1 No Action

The 6-inch distribution main on Treatment Plant Road is a dead end, resulting in increased maintenance, operation efforts, and water safety concerns.

3.2 Optimum Performance of Existing System

The existing 6-inch main on Treatment Plant Road cannot function optimally in its current dead-end configuration.

3.3 Regionalization

A regional alternative is not available.

3.4 Construction - Wastewater Treatment Plant Loop

The distribution main at the WWTP Loop, located on Treatment Plant Road, is currently a 6-inch dead-end water main. The construction alternative includes the installation of approximately 935 feet of 8-inch water main from Treatment Plant Road to the existing 12-inch water main in South Centerville Road, eliminating the dead-end main.

4.0 Selected Alternative

The selected alternative is the construction of the wastewater treatment plant loop.

4.1 Design Parameters

Table 1 – Design Parameters: Wastewater Treatment Plant Loop

Loop water main/remove dead-end	935 feet of 8-inch water main
---------------------------------	-------------------------------

4.2 Useful Life

The WWTP loop will use Ductile Iron pipe. The expected useful life is 50 years and will exceed the loan term.

4.3 Water and Energy Efficiency

Water and energy conservation efforts will be implemented where operationally practical throughout the proposed project.

4.4 Schedule for Design and Construction

The tentative schedule for the proposed projects presented in Table 2 below reflects dates for Quarter 3 of the EGLE FY 2024 Financing Schedule.

Table 2 – FY 2024 Project Schedule for Design and Construction

Activity	N. Clay Street and N. Park Street	St. Joseph Street	WWTP Loop	E. Hatch Street
Final Plans and Specs	By Feb 13, 2024	By Feb 13, 2024	By Feb 13, 2024	By Feb 11, 2025
Bidding	By Mar 6, 2024	By Mar 6, 2024	By Mar 6, 2024	By Mar 5, 2025
Loan Closing	<i>March 25, 2024</i>	<i>March 25, 2024</i>	<i>March 25, 2024</i>	<i>March 25, 2024</i>
Construction Start	June 2024	June 2024	June 2024	Spring 2025
Construction End	July 2024	October 2024	July 2024	Summer 2025

4.5 Cost Summary

This section summarizes the proposed projects and their estimated project costs including engineering, design, administrative and legal costs, and construction. Engineering costs include preparation of the project plan, design, construction, and inspection services. The cost estimates presented in this report reflect January 2023 costs. These cost estimates were prepared to determine approximate project costs to aid the City in its planning and

budgeting process. There are several factors that could cause the actual project costs to deviate from these estimates. These include the competitive bidding climate at the time that the construction bids are received, inflation, and additions to or changes in the scope of the project that may occur during the design process. The total estimated costs for the proposed projects are summarized in Table 3 below.

Table 3 – Summary of Estimated Project Costs

Costs	St. Joseph Street	N. Clay Street and N. Park Street	WWTP Loop	E. Hatch Street	Total
Estimated Capital Cost	\$751,000.00	\$355,000.00	\$174,000.00	\$598,000.00	\$1,878,000.00
Project Contingency	\$112,650.00	\$53,250.00	\$26,100.00	\$89,700.00	\$281,700.00
Engineering, Administration, Legal	\$187,750.00	\$88,750.00	\$43,500.00	\$149,500.00	\$469,500.00
Project Total	\$1,051,400.00	\$497,000.00	\$243,600.00	\$837,200.00	\$2,629,200.00

4.6 User Costs

The daily cost per 1000 gallons of water to finance the projects over a 20-year period at an interest rate of 2.75% (obtained from EGLE as the DWSRF interest rate) was calculated for the city and is summarized in Table 4.

Table 4 – Estimated User Cost to Finance the Projects

Daily Cost per 1000 gallons	Estimated Monthly Cost @ 400 gpd
\$0.17	\$2.03

The current average monthly cost for a family of four is presented below in Table 5, along with the adjusted monthly cost after all proposed projects have been financed.

Table 5 – Current and Adjusted Typical Monthly Cost for Family of Four

Current Monthly Cost	Adjusted Monthly Cost
\$55.26	\$57.29

4.7 Implementability

The water distribution system is owned and operated by the City. The City has water service agreements with all customers, and no amendments to the agreements will be necessary for the DWSRF loan. All financial and loan-related work will be handled by the City.

5.0 Environmental and Public Health Impacts

At this time, EGLE does not know which projects will be considered equivalency projects for FY 2024. Equivalency projects are those which must contact federal crosscutter authorities, as discussed in the *Applicant Actions Related to Revolving Funds (SRF/FWQIF/DWSRF) Project Planning*. Any contact with federal crosscutters will be completed as directed by EGLE after the final Project Priority List is released and equivalency projects are formally identified.

5.1 Direct Impacts

5.1.1 Construction Impacts

5.1.1.1 Areas to Be Impacted During Construction

The WWTP Loop water main is proposed within an industrial improved, and vacant area. The new water main will be installed within an existing 16.5-foot right of way (ROW) and adjacent 30-foot utility easement between Treatment Plant Road and Centerville Road (M-66). Removal and replacement of pavement, curb and gutter or sidewalk is not expected at Centerville Road as the existing water main is near the west ROW line of Centerville Road. Though some trees exist along the easement, no substantial tree removals are anticipated. Some pavement removals will be required for crossing Treatment Plant Road to connect the new loop water main on the west side of the road. All grass within the ROW will be restored in kind.

5.1.1.2 Construction Methods

Construction of the WWTP Loop water main will be completed by open cut at standard water main depth. Trench width is expected to be 8-10 feet wide, only disturbing the undeveloped lawn area between Treatment Plant Road and Centerville Road (M-66).

5.1.1.3 Impacts Upon Sensitive Features

Map 1 depicts the major surface waters within the City. The proposed project will not have any effect on rivers or streams.

Map 2 depicts the location of wetlands with respect to the proposed project. As a highly developed city with few natural water features, there are few wetlands and minimal flood hazards. The two types of wetlands within the city limits are scattered along the fringes where population density is low. Almost eight acres are freshwater forested wetlands that flood for only a portion of the year, typically during the growing season. More common in Sturgis, but still a rare find in the landscape, are freshwater emergent wetlands. Taking up 14 acres, these wetlands are characterized by perennial plants and vegetation that are present for most of the growing season. None of the proposed projects occur within a wetland, and no negative impacts to the wetlands are expected because of the proposed projects.

According to the Flood Insurance Rate Maps created by the Federal Emergency Management Agency, almost no land in Sturgis is at risk of a 1% annual chance flood hazard. As depicted on Map 3, none of the proposed projects occur within a floodplain and no negative impacts to the floodplains are expected because of the proposed project.

The prime farmland within the City is depicted Map 4. The WWTP Loop crosses a small area of prime farmland. This area is not currently being used for farming and is surrounded by Industrial properties. Restoration of the ROW will be in kind, and no existing or future farmland will be impacted.

5.1.1.4 Endangered Species

Endangered or threatened species are defined as those species that are or could become endangered or threatened, and therefore, are protected under the Endangered Species Act. The objective of the act is to preserve and restore species threatened with extinction. The federally listed endangered and threatened species for the WWTP Loop project are detailed in Table 6. Appendix 1 contains a list of the state listed endangered, threatened, rare, and special concern species for St. Joseph County.

Table 6 – Federally Threatened and Endangered Species

Name	Status
Copperbelly Water Snake	Threatened
Indiana Bat	Endangered
Mitchell's Satyr Butterfly	Endangered
Eastern Massasauga	Threatened
Eastern Prairie Fringed Orchid	Threatened
Northern Long-Eared Bat	Threatened

The proposed project will occur near the edge of urban areas where some suitable wildlife habitat may be present. A list of the IPaC resources for the project area can be found in Appendix 1.

5.1.1.5 Historical/Archeological/Tribal Resources

To identify sites of historical and cultural significance, the National Register of Historic Places, Michigan Historical Markers, and the list of Michigan State Historic Sites by county were reviewed. The only listing of reference is the historical marker for the Sturges-Young Auditorium. No direct historical or archeological impacts are expected because of the proposed project.

5.1.1.6 Traffic Impacts

Roads to be closed, including Treatment Plant Road, are only used for WWTP operation. No impacts to Centerville Road (M-66) are expected. No adverse impacts to major street patterns are anticipated. Construction for projects of this type is generally limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, and 7 a.m. to 1 p.m. of Saturday. Vehicular and pedestrian access to all properties will be maintained throughout construction.

5.1.1.7 Water Quality

The proposed WWTP Loop water main construction project will provide reliability and continued high-quality water. The proposed projects will not affect surface or groundwater quality or quantity.

5.1.2 *Operational Impacts*

The completed water main will not result in any negative operational impacts.

5.1.3 *Social Impacts*

The proposed WWTP Loop project will result in direct cultural and social benefits. Public health and safety will benefit from the increased quality and reliability the proposed project will create. The construction phase of the projects will create jobs and contribute favorably to the local economy. No detour or public access to facilities or businesses is expected. The anticipated increased user costs, as discussed in Section 3.6, are minimal.

5.2 Indirect Impacts

Indirect impacts are those caused or facilitated by the proposed project but will be removed in time and/or distance. Indirect negative impacts are not anticipated but the following should be evaluated for the DWSRF Project Plan:

- Changes in the rate, density, or type of development (residential/commercial/industrial).
- Changes in land use (e.g., open space, floodplains, prime agricultural land, and coastal zones).
- Changes in air or water quality stemming from development including impacts from increased traffic.
- Changes to the natural areas and sensitive species or ecosystems due to secondary growth.
- Changes to aesthetic aspects of the community.
- Resource consumption over the useful life of the project.

5.3 Cumulative Impacts

Cumulative impacts are those impacts to the environment that increase in magnitude over time or that result from individually minor but collectively significant actions taking place over time. No cumulative environmental impacts are anticipated.

6.0 Mitigation

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

- Traffic – use of designated traffic routes for construction traffic, as well as flagmen, warning signs, barricades, and cones.
- Air emissions – use of calcium chloride or water for dust control and proper maintenance on heavy equipment to reduce exhaust emissions.
- Noise control – use designated daytime work hours, use mufflers on all equipment, and minimize work on weekends and/or holidays.
- Soil erosion and sedimentation control – use riprap, hay bales, erosion control fence, silt fence, etc.
- Restoration – use topsoil, seed, sod, mulch, gravel, and pavement.

Measures that will be taken to avoid, eliminate, or mitigate potential long-term environmental impacts include the following:

- Soils disposal and contaminated soils: The contract will include an allowance to landfill any contaminated soils that are discovered.
- A Soil Erosion Plan for construction will be filed with the St. Joseph County Drain Commission Office. The plan will also be reviewed by the EGLE Land and Water Management Division. The plan will summarize the quantity of soils that will be excavated, locations where soil will be stored, the destination of soils (onsite or offsite) and measures that will be taken (silt fence, sod, etc.) to minimize erosion.

7.0 Public Participation

7.1 Public Meeting

A formal public hearing will be held during the regularly scheduled Commission meeting on April 26, 2023 at 6 p.m. The following items will be discussed during the public hearing, followed by a question and comment period.

- A description of the drinking water quality needs and problems to be addressed by the proposed project and the principal alternatives that were considered.
- A description of the recommended alternative, including its capital costs and a cost breakdown by project components.
- A discussion of project financing and costs to users, including the proposed method of project financing and estimated monthly debt retirement; the proposed annual, quarterly, or monthly charge to the typical residential customer, and any special fees that will be assessed.
- A description of the anticipated social and environmental impacts associated with the recommended alternative and the measures that will be taken to mitigate adverse impacts.

7.2 Public Meeting Advertisement

The public hearing will be advertised on the City's website, Facebook page, and in the Sturgis Journal from April 14 to April 26, 2023. The advertisement will list the public hearing date, describe the availability of the report for viewing, and briefly described the proposed projects and estimated costs. The advertisement will be included in Appendix 2.

7.3 Public Meeting Summary

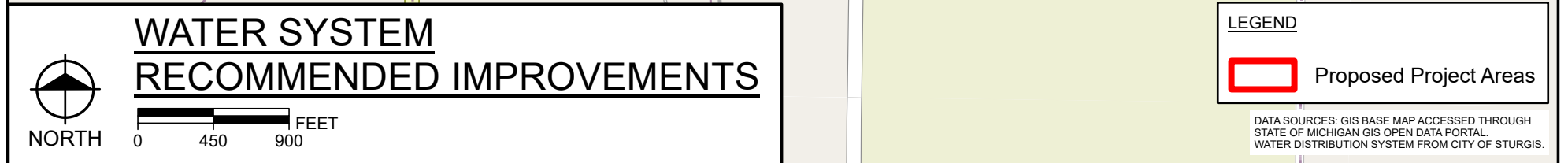
Following the formal public hearing, Appendix 2 will contain the following information:

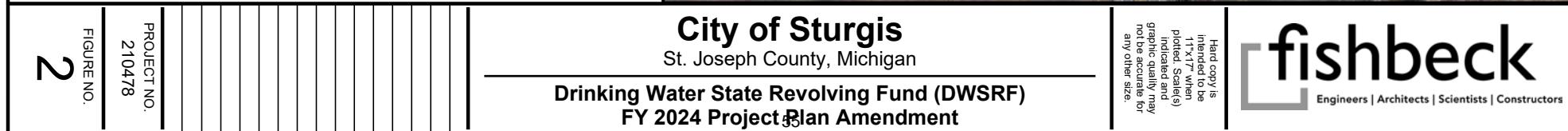
- A copy of the slides presented during the meeting.
- A typed list with the names and addresses of the people who attend the public hearing.
- Specific concerns that were raised during the meeting and the responses.
- Written comments that were received during the public notice period and the responses.
- A description of any changes that were made to the project as a result of the public participation process.

7.4 Adoption of the Project Planning Document

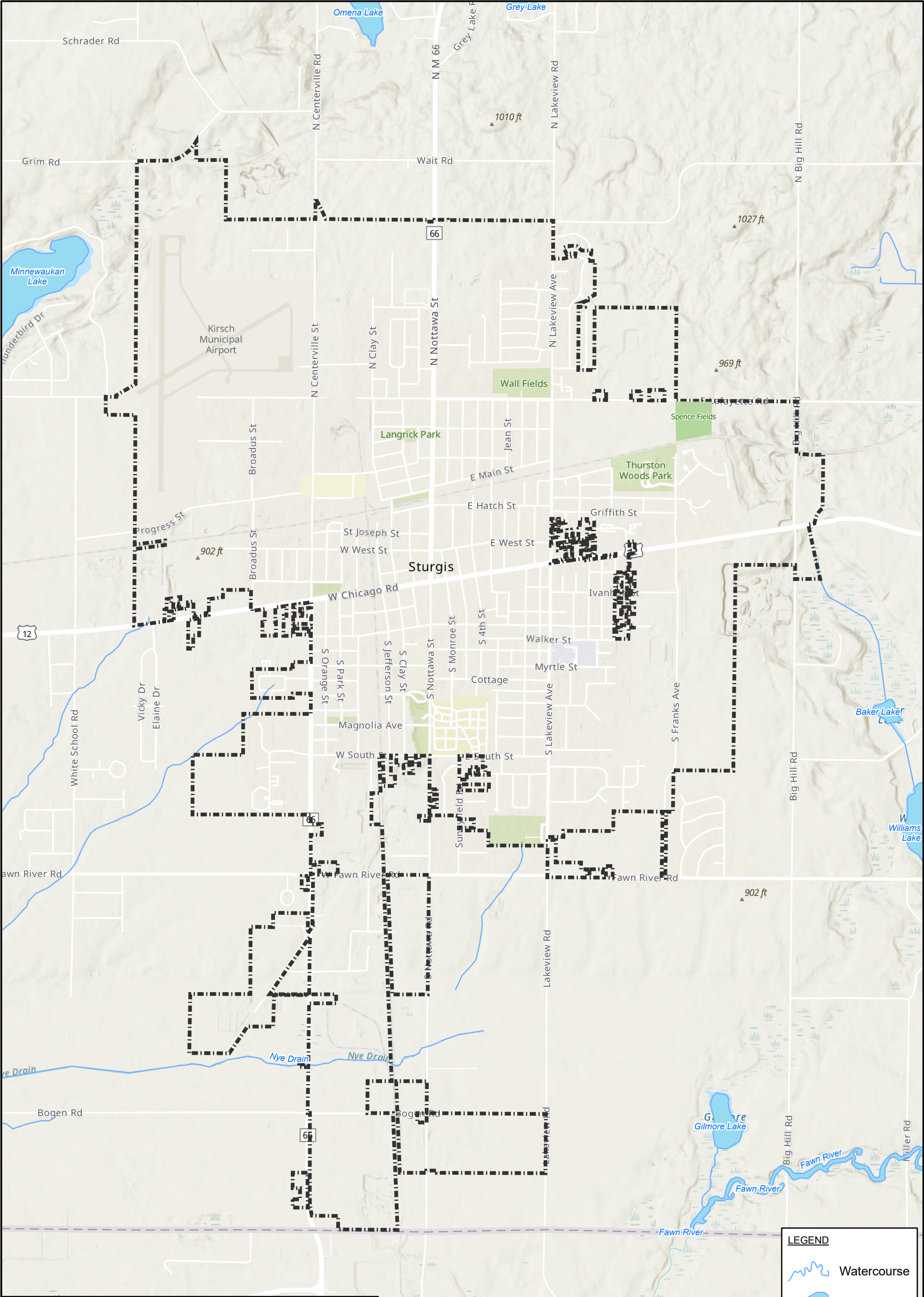
Following the formal public hearing on April 26, 2023, the City Commission will be asked to pass a resolution formally adopting the project plan. Following this meeting, Appendix 3 will include the Resolution Adopting the Final Project Plan.


Figures





Maps





NORTH

MAJOR SURFACE WATERS

0

1,000

2,000

FEET

LEGEND

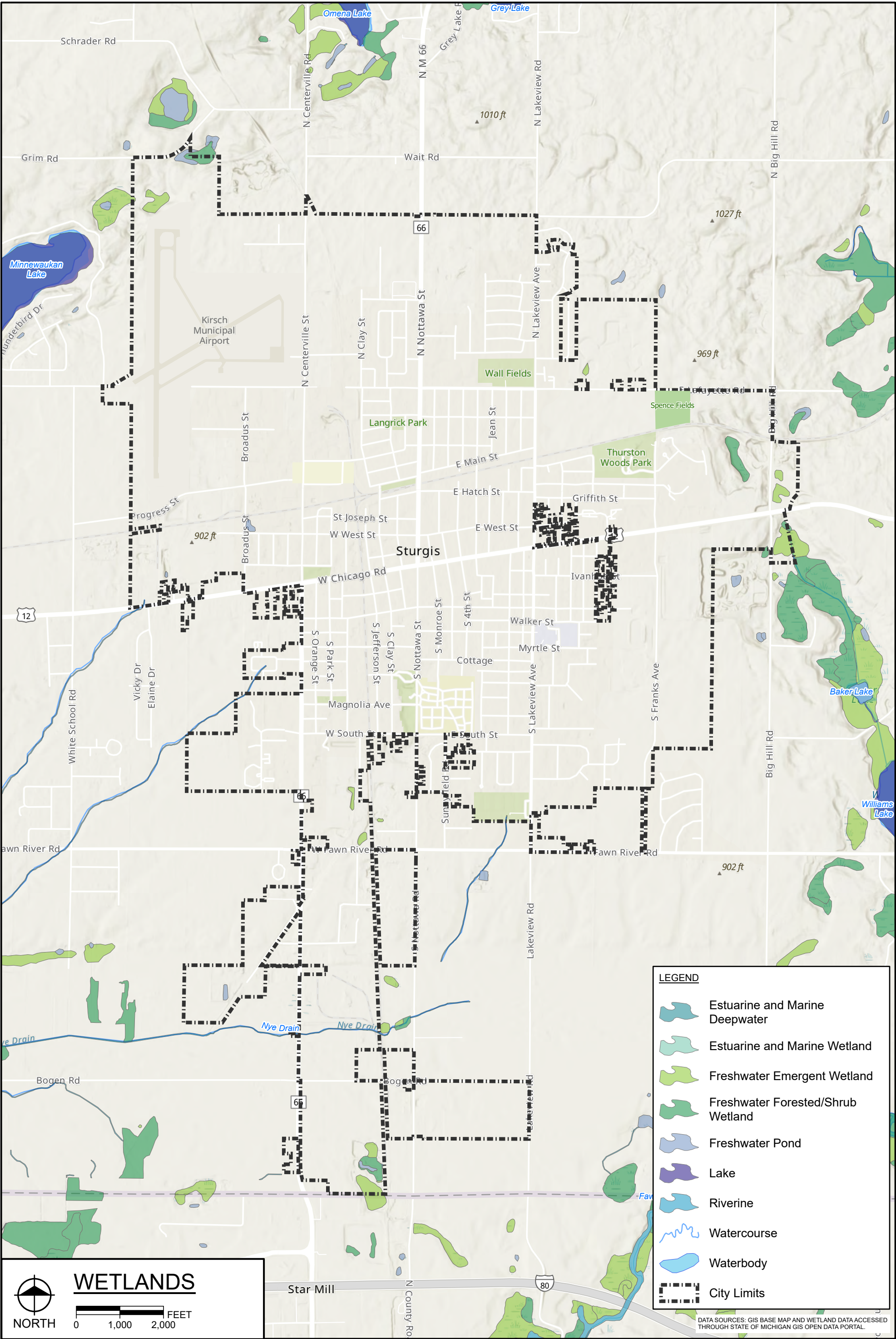
 Watercourse

 Waterbody

 City Limits

DATA SOURCES: GIS BASE MAP ACCESSED THROUGH STATE OF MICHIGAN GIS OPEN DATA PORTAL.

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LEGEND

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

Freshwater Pond

Lake

Riverine

Watercourse

Waterbody

City Limits

DATA SOURCES: GIS BASE MAP AND WETLAND DATA ACCESSED THROUGH STATE OF MICHIGAN GIS OPEN DATA PORTAL.

WETLANDS

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2

MAP NO.

PROJECT NO.

210478

City of Sturgis

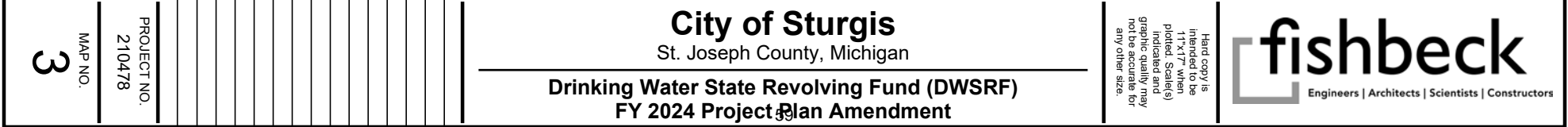
St. Joseph County, Michigan

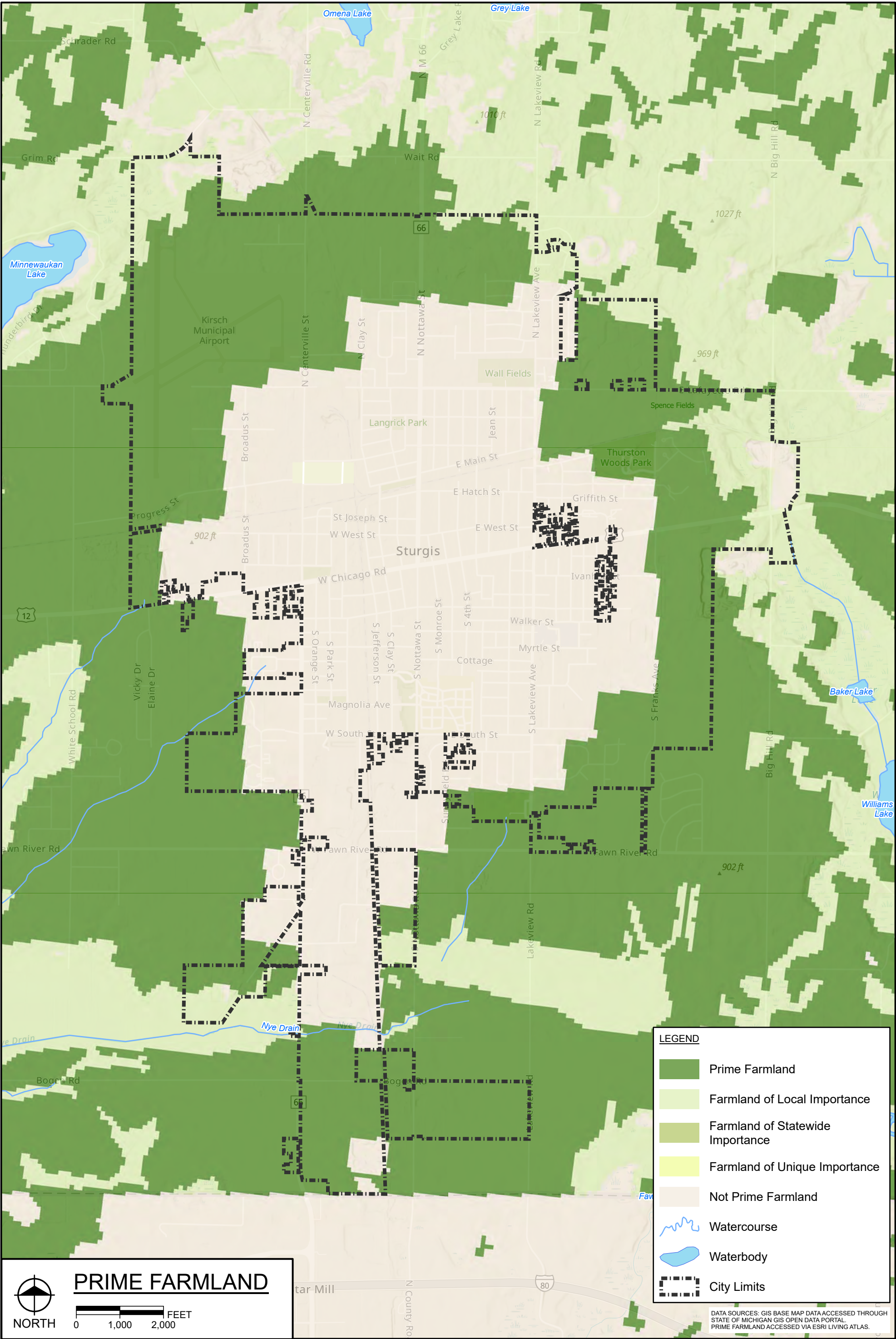
Drinking Water State Revolving Fund (DWSRF)

FY 2024 Project Plan Amendment

Hand copy is intended to be printed at 11x17 when plotted. (Scale) graphic created and may not be accurate for any other size.

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Engineers | Architects | Scientists | Constructors





PROJECT NO.
 210478

 MAP NO.
4

City of Sturgis
St. Joseph County, Michigan

Drinking Water State Revolving Fund (DWSRF)
FY 2024 Project Plan Amendment

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

DATA SOURCES: GIS BASE MAP DATA ACCESSED THROUGH
STATE OF MICHIGAN GIS OPEN DATA PORTAL.
PRIME FARMLAND ACCESSED VIA ESRI LIVING ATLAS.

Appendix 1



MICHIGAN STATE UNIVERSITY

Michigan Natural Features Inventory

MSU Extension

County Element Data

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

Choose a county St. Joseph ▼

St. Joseph County

[Code Definitions](#)

Species

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
<i>Acris blanchardi</i>	Blanchard's cricket frog		.I.	G5	S2S3	1	1909
<i>Agalinis auriculata</i>	Eared foxglove		X	G3	SX	1	1837
<i>Alasmidonta marginata</i>	Elktoe		SC	G4	S3?	17	2019
<i>Alasmidonta viridis</i>	Slippershell		.I.	G4G5	S2S3	12	2016
<i>Ammodramus savannarum</i>	Grasshopper sparrow		SC	G5	S4	1	2006
<i>Amorpha canescens</i>	Leadplant		SC	G5	S3	20	2017
<i>Arnoglossum plantagineum</i>	Prairie indian-plantain		SC	G4G5	S3	1	2012
<i>Asclepias hirtella</i>	Tall green milkweed		.I.	G5	S2	2	2006
<i>Asclepias purpurascens</i>	Purple milkweed		.I.	G5?	S2	3	2010
<i>Astragalus canadensis</i>	Canadian milk vetch		.I.	G5	S1S2	2	1954
<i>Baptisia lactea</i>	White or prairie false indigo		SC	G4Q	S3	21	2017
<i>Battus philenor</i>	Pipevine swallowtail		SC	G5	S2S3	2	1987
<i>Berula erecta</i>	Cut-leaved water parsnip		.I.	G4G5	S2	6	2012
<i>Besseyia bullii</i>	Kitten-tails		E	G3	S1	3	1985
<i>Boechera missouriensis</i>	Missouri rock-cress		SC	G5	S2	3	1950
<i>Bombus affinis</i>	Rusty-patched bumble bee	LE	SC	G2	SH	3	1981

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
<i>Bombus auricomus</i>	Black and gold bumble bee		SC	G5	S2	3	2021
<i>Bombus pensylvanicus</i>	American bumble bee		SC	G3G4	S1	2	1959
<i>Bombus terricola</i>	Yellow banded bumble bee		SC	G3G4	S2S3	1	1941
<i>Bouteloua curtipendula</i>	Side-oats grama grass		E	G5	S1	2	1961
<i>Brickellia eupatorioides</i>	False boneset		SC	G5	S2	9	2018
<i>Calamagrostis stricta</i> ssp. <i>stricta</i>	Narrow-leaved reedgrass		I	G5T5	S1	1	1986
<i>Calephelis muticum</i>	Swamp metalmark		SC	G3	S1	1	1956
<i>Carex albolutescens</i>	Sedge		I	G5	S2	1	1939
<i>Carex lupuliformis</i>	False hop sedge		I	G4	S2	1	1915
<i>Carex trichocarpa</i>	Hairy-fruited sedge		SC	G4	S2	1	1902
<i>Catocala dulciola</i>	Quiet underwing		SC	G3	S2S3	2	1996
<i>Cistothorus palustris</i>	Marsh wren		SC	G5	S3	1	2000
<i>Clemmys guttata</i>	Spotted turtle		I	G5	S2	5	2017
<i>Coregonus artedii</i>	Lake herring or Cisco		I	GNR	S3	2	2011
<i>Coreopsis palmata</i>	Prairie coreopsis		I	G5	S2	6	2022
<i>Cuscuta campestris</i>	Field dodder		SC	G5	S1	1	1937
<i>Cyclonaias tuberculata</i>	Purple wartyback		I	G5	S2	8	2019
<i>Cypripedium candidum</i>	White lady slipper		I	G4	S2	1	2007
<i>Dichanthelium microcarpon</i>	Small-fruited panic-grass		SC	GNR	SX	1	1985
<i>Echinacea purpurea</i>	Purple coneflower		X	G4	SX	1	1838
<i>Echinodorus tenellus</i>	Dwarf burhead		E	G5.2	S1	1	1837
<i>Eleocharis equisetoides</i>	Horsetail spike rush		SC	G4	S3	1	1954
<i>Eleocharis melanocarpa</i>	Black-fruited spike-rush		SC	G4	S3	1	1986
<i>Emydoidea blandingii</i>	Blanding's turtle		SC	G4	S2S3	4	2021
<i>Endodeca serpentaria</i>	Virginia snakeroot		I	G4	S2	2	1981
<i>Epioblasma triquetra</i>	Snuffbox	LE	E	G3	S1S2	7	2005
<i>Erimyzon claviformis</i>	Creek chubsucker		E	G5	S1	3	1940
<i>Eryngium yuccifolium</i>	Rattlesnake-master or button snakeroot		I	G5	S2	6	2013
<i>Erynnis persius persius</i>	Persius dusky wing		I	G5T1T3	S3	1	1987
<i>Euonymus</i>	Wahoo		SC	G5	S3	1	2009

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
<i>atropurpureus</i>							
<i>Fontigens nickliniana</i>	Watercress snail		SC	G5	S2S3	2	2009
<i>Fuirena pumila</i>	Umbrella-grass		I	G4	S2	1	1985
<i>Gentiana alba</i>	White gentian		E	G4	S1	1	1838
<i>Geum virginianum</i>	Pale avens		SC	G5	S1S2	1	1963
<i>Haliaeetus leucocephalus</i>	Bald eagle		SC	G5	S4	4	2019
<i>Helianthus hirsutus</i>	Whiskered sunflower		SC	G5	S3	1	1978
<i>Helianthus mollis</i>	Downy sunflower		I	G4G5	S2	2	2009
<i>Hesperia ottoe</i>	Ottoe skipper		I	G3	S1	1	1981
<i>Hydrastis canadensis</i>	Goldenseal		I	G3G4	S2	1	1899
<i>Justicia americana</i>	Water willow		I	G5	S2	2	2017
<i>Lasmigona compressa</i>	Creek heelsplitter		SC	G5	S3	3	1969
<i>Lasmigona costata</i>	Flutedshell		SC	G5	SNR	16	2019
<i>Lepisosteus oculatus</i>	Spotted gar		SC	G5	S2S3	11	2017
<i>Ligumia nasuta</i>	Eastern pondmussel		E	G4	S2	1	Historical
<i>Ligumia recta</i>	Black sandshell		E	G4G5	S1?	2	2019
<i>Lipocarpha micrantha</i>	Dwarf-bulrush		SC	G5	S3	2	1961
<i>Lithobates palustris</i>	Pickerel frog		SC	G5	S3S4	2	2017
<i>Morus rubra</i>	Red mulberry		I	G5	S2	1	1981
<i>Moxostoma carinatum</i>	River redhorse		I	G4	S2	3	2010
<i>Myotis lucifugus</i>	Little brown bat		SC	G3G4	S1	1	1979
<i>Myotis sodalis</i>	Indiana bat	LE	E	G2	S1	3	2005
<i>Neonympha mitchellii mitchellii</i>	Mitchell's satyr	LE	E	G2T2	S1	2	2008
<i>Nerodia erythrogaster neglecta</i>	Copperbelly water snake	LT	E	G5T3	S1	1	1997
<i>Notropis anogenus</i>	Pugnose shiner		E	G3	S1S2	1	2011
<i>Notropis chalybaeus</i>	Ironcolor shiner		X	G4	S1	2	1940
<i>Oecanthus laricis</i>	Tamarack tree cricket		SC	G3?	S3	1	2000
<i>Panax quinquefolius</i>	Ginseng		I	G3G4	S2S3	1	1967
<i>Pandion haliaetus</i>	Osprey		SC	G5	S4	1	2019
<i>Pantherophis spiloides</i>	Gray ratsnake		SC	G4G5	S2S3	1	2020
<i>Papaipema astuta</i>	Astute stoneroor borer moth		SC	G2G4	SNR	1	1980
<i>Papaipema cerina</i>	Golden borer		SC	G2G4	S2	1	2009

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
<i>Papaipema maritima</i>	Maritime sunflower borer		SC	G3	S2	2	2009
<i>Papaipema silphii</i>	Silphium borer moth		I	G3G4	S1	2	1989
<i>Phlox bifida</i>	Cleft phlox		X	G5?	SX	2	1988
<i>Phlox maculata</i>	Wild sweet William		I	G5	S1	1	1950
<i>Photedes includens</i>	Included cordgrass borer moth		SC	G4	SNR	1	2001
<i>Platanthera ciliaris</i>	Orange- or yellow-fringed orchid		E	G5	S1S2	2	1936
<i>Platanthera leucophaea</i>	Prairie white-fringed orchid	LT	E	G2G3	S1	1	2017
<i>Pleurobema sintoxia</i>	Round pigtoe		SC	G4G5	S3	15	2019
<i>Poa paludigena</i>	Bog bluegrass		I	G3G4	S2	3	1947
<i>Polytaenia nuttallii</i>	Prairie parsley		X	G5	SX	1	1837
<i>Potamilus alatus</i>	Pink heelsplitter		SC	G5	SNR	1	2005
<i>Protonotaria citrea</i>	Prothonotary warbler		SC	G5	S3	2	1997
<i>Rhynchospora macrostachya</i>	Tall beakrush		SC	G4	S3S4	1	1985
<i>Rhynchospora recognita</i>	Globe beak-rush		E	G5?	S1	1	1898
<i>Ruellia humilis</i>	Hairy wild petunia		I	G5	S1	7	2015
<i>Sabatia angularis</i>	Rosepink		I	G5	S2	6	2009
<i>Schinia lucens</i>	Leadplant moth		E	G4	S1	1	1999
<i>Scleria triglomerata</i>	Tall nut rush		SC	G5	S3	2	1950
<i>Scutellaria elliptica</i>	Hairy skullcap		SC	G5	S3	8	2018
<i>Setophaga cerulea</i>	Cerulean warbler		I	G4	S3	2	2022
<i>Setophaga citrina</i>	Hooded warbler		SC	G5	S3	1	2009
<i>Setophaga discolor</i>	Prairie warbler		E	G5	S3	1	1997
<i>Setophaga dominica</i>	Yellow-throated warbler		I	G5	S3	2	1997
<i>Silene stellata</i>	Starry campion		I	G5	S2	6	2018
<i>Silphium integrifolium</i>	Rosinweed		I	G5	S2	2	1986
<i>Sistrurus catenatus</i>	Eastern massasauga	LT	SC	G3	S3	4	2019
<i>Smilax herbacea</i>	Smooth carrion-flower		SC	G5	S3	1	1979
<i>Speyeria idalia</i>	Regal fritillary		E	G3?	SH	3	1984
<i>Spiza americana</i>	Dickcissel		SC	G5	S3	1	2006
<i>Stellaria crassifolia</i>	Fleshy stitchwort		E	G5	S1	1	1890

Scientific Name	Common Name	Federal Status	State Status	Global Rank	State Rank	Occurrences in County	Last Observed in County
Stenelmis douglasensis	Douglas stenelmis riffle beetle		SC	G1G3	S1S2	1	1933
Symphyotrichum sericeum	Western silvery aster		I	G5	S2	2	1936
Terrapene carolina carolina	Eastern box turtle		SC	G5T5	S2S3	6	2009
Toxolasma parvum	Lilliput		E	G5	S1	1	2019
Trillium sessile	Toadshade		I	G5	S2S3	1	1947
Truncilla truncata	Deertoe		SC	G5	S2S3	1	2005
Utterbackia imbecillis	Paper pondshell		SC	G5	S2S3	5	2019
Venustaconcha ellipsiformis	Ellipse		SC	G4	S3	15	2019
Viburnum prunifolium	Black haw		SC	G5	S3	1	2018
Villosa iris	Rainbow		SC	G5	S3	13	2016
Viola pedatifida	Prairie birdfoot violet		I	G5	S1	1	1980
Vitis vulpina	Frost grape		I	G5	S1S2	1	1976
Zizania aquatica	Wild rice		I	G5	S2S3	3	2014

Natural Communities

Community Name	Global Rank	State Rank	Occurrences in County	Last Observed in County
Bog	G3G5	S4	1	2009
Coastal Plain Marsh	G2	S2	1	1985
Dry-mesic Prairie	G3	S1	3	1983
Dry-mesic Southern Forest	G4	S3	1	2009
Floodplain Forest	G3?	S3	1	1996
Hardwood-Conifer Swamp	G4	S3	1	2009
Mesic Southern Forest	G2G3	S3	1	2009
Prairie Fen	G3	S3	4	2010
Southern Wet Meadow	G4?	S3	2	2009

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

St. Joseph County, Michigan



Local office

Michigan Ecological Services Field Office

☎ (517) 351-2555

📅 (517) 351-1443

2651 Coolidge Road Suite 101

68

East Lansing, MI 48823-6360

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
 2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Indiana Bat <i>Myotis sodalis</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9045	Threatened
Tricolored Bat <i>Perimyotis subflavus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Reptiles

NAME	STATUS
Copperbelly Water Snake <i>Nerodia erythrogaster neglecta</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/7253	Threatened
Eastern Massasauga (=rattlesnake) <i>Sistrurus catenatus</i> Wherever found This species only needs to be considered if the following condition applies: <ul style="list-style-type: none"> For all Projects: Project is within EMR Range No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2202	Threatened

Insects

NAME	STATUS
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Mitchell's Satyr Butterfly *Neonympha mitchellii mitchellii* Endangered

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/8062>

Monarch Butterfly *Danaus plexippus* Candidate

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/9743>

Flowering Plants

NAME

STATUS

Eastern Prairie Fringed Orchid *Platanthera leucophaea* Threatened

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/601>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <https://www.fws.gov/program/migratory-birds/species>

- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Golden-plover <i>Pluvialis dominica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Dec 1 to Aug 31
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 25
Henslow's Sparrow <i>Ammodramus henslowii</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3941	Breeds May 1 to Aug 31

Lesser Yellowlegs *Tringa flavipes*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9679>

Red-headed Woodpecker *Melanerpes erythrocephalus*

Breeds May 10 to Sep 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Rusty Blackbird *Euphagus carolinus*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Wood Thrush *Hylocichla mustelina*

Breeds May 10 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12

(0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

- The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

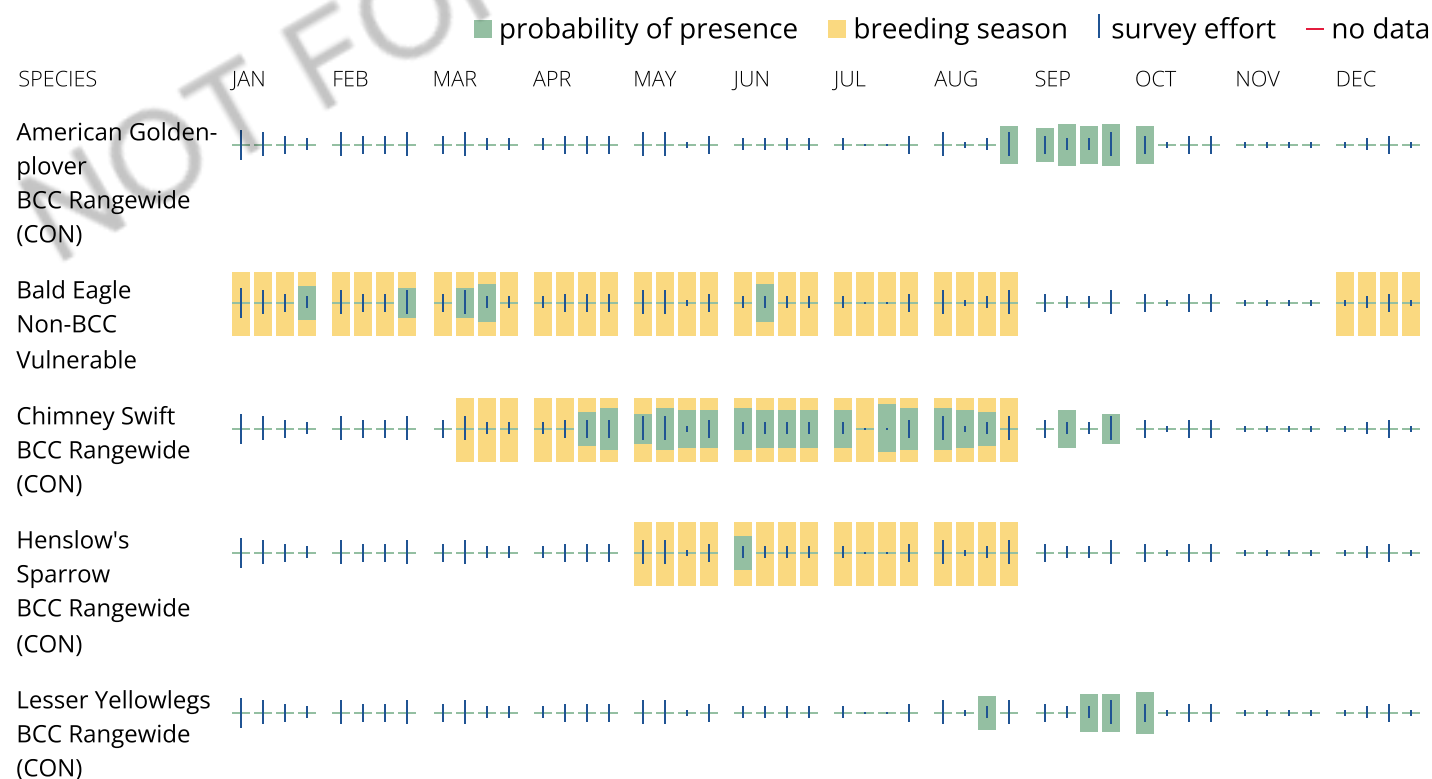
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

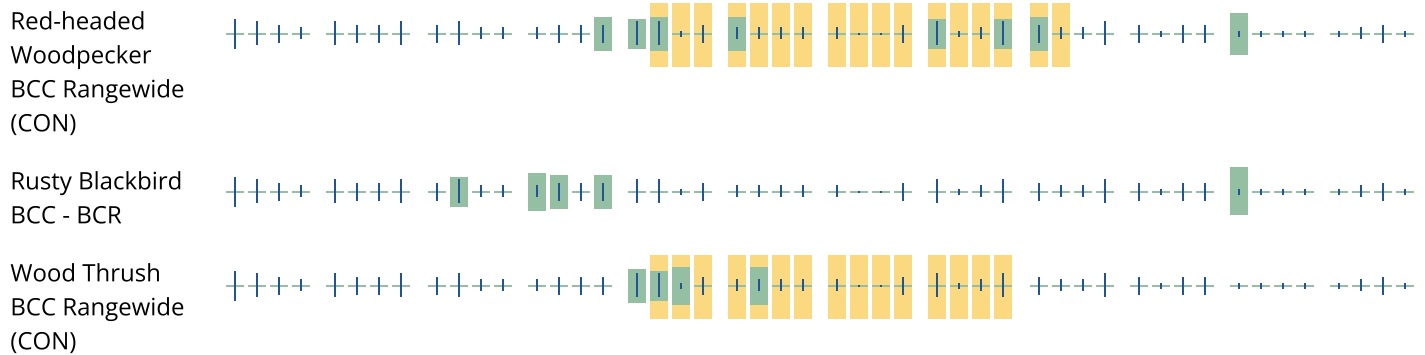
No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.





Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On

the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Wetland information is not available at this time

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Appendix 2

Appendix 3

**A RESOLUTION ADOPTING A DWSRF PROJECT PLAN AMENDMENT
FOR WATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT
REPRESENTATIVE**

WHEREAS, the City of Sturgis recognizes the need to make improvements to the water distribution system;
and

WHEREAS, the City of Sturgis authorized Fishbeck, Inc. to prepare a Drinking Water State Revolving Loan (DWSRF) Project Plan Amendment, which recommends additional water distribution system improvements to the previously submitted DWSRF Project Plan; and

WHEREAS, said Project Plan Amendment was presented at a public hearing meeting held on April 26, 2023, and all public comments have been considered and addressed;

NOW, THEREFORE BE IT RESOLVED, that the City of Sturgis formally adopts said Project Plan Amendment and agrees to implement the selected alternatives for the new water main;

BE IT FURTHER RESOLVED, that the City Manager, a position currently held by Andrew Kuk, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan Amendment in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 27, 2014 (“Agreement”), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: City of Sturgis
2023 Sanitary Sewer Rehabilitation
Design and Bid Phase Services

B. Background/Description:

The City is planning to rehabilitate the sanitary sewer system as planned in the updated wastewater asset management 5-year plan. The proposed project is to reestablish proper flow channels and install a poly-epoxy spray to repair manholes based on the list attached.

C. Work Scope:

This task order is to provide Final Design, and Bidding Phase engineering services for 2023 Sanitary Sewer Rehabilitation.

The work scope for Final Design portion of project includes:

- Prepare “log job” drawings written descriptions for the work based on the updated asset management plan.
- Submit design documents to the City for staff review.
- Incorporate the City’s comments into the bidding drawings and specifications.

Services to be provided during the Bidding Phase include:

- Assist City in advertising for and obtaining bids for the Work. Provide Bid Advertisement for City to publish on their preferred bidding website.
- Coordinate with the City on bidding and plan holders lists.
- Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- City will open bids and forward for F&V to prepare Bid tabulation sheets and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- Pending City Commission approval, issue the Notice of Award to selected Contractor.
- Review bonds and insurances, assemble Contract Documents and route for final signatures.
- Issue Notice to Proceed to the Contractor.

The below services are not anticipated to be required for this project, and therefore are excluded from this Task Order includes:

- Geotechnical Investigation
- Soil Erosion and Sedimentation Control (SESC) plan
- Easement work
- Prebid meeting will not be required.
- Also, it is assumed that there are no environmental issues in the work areas.

The below services will be completed by the City, and therefore are excluded from this Task Order includes:

- Submitting advanced notice for sewer maintenance through the Michigan Department of Transportation annual maintenance permit, as needed.
- Construction phase engineering services will be provided under a supplemental task order, as requested by the City.

2. Services of Engineer

The work scope is to provide Final Design Phase and Bidding Phase professional services. The following paragraphs from Exhibit A of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, are incorporated by reference, along with a brief summary:

A1.03 – Final Design, include paragraphs:

A.1 through A.5- Final design drawings and specifications will be prepared.

B – Two (2) final copies of the Contract will be issued to the City.

A1.04 – Bidding or Negotiating Phase, excluding items 4, 7 and 8.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

The term of the Agreement, as identified in Article 3.01.A of the Agreement. The times for rendering services are as follows, assuming City Commission approval on.: April 26, 2023

<u>Phase</u>	<u>Proposed Completion Date</u>
<u>Final Phase Services</u>	<u>Advertise for Bids: June 12, 2023</u>
<u>Bidding Phase Services</u>	<u>Award Contract: July 19th 2023</u>

5. Payments to Engineer

A. Owner shall pay Engineer for Services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
<i>Final Design Phase Engineering Services</i>	<i>Standard Hourly Rates</i>	<i>\$17,000</i>
<i>Bidding Phase Services</i>	<i>Standard Hourly Rates</i>	<i>\$4,500</i>

TOTAL FEES = \$21,500

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

None.

7. Other Modifications to Master Agreement:

None.

8. Attachments:

Table J-1, Capital Improvement Plan Summary Table (3-5 Year Rehabilitation)

9. Documents Incorporated by Reference:

None.

10. Terms and Conditions:

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is April 27, 2023

OWNER
City of Sturgis

ENGINEER
Fleis & VandenBrink Engineering, Inc.

Signature _____ Date _____

Andrew Kuk
Name

City Manager
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Barry Cox, PE
Name

City Engineer
Title

130 N. Nottawa
Address

bcox@sturgismi.gov
E-Mail Address

(269) 659-7249
Phone

(269) 659-7295
Fax

Sturgis Purchase Order No.: _____

Signature _____ Date 4-21-2022

Matt Johnson, P.E.
Name

Regional Manager
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Matt Johnson.
Name

Project Manager
Title

4798 Campus Drive
Address

mjohnson@fveng.com
E-Mail Address

(269) 532-7396
Phone

(269) 382-6972
Fax

F&V Vendor No.: 00776

Table J-1. Capital Improvement Plan Summary Table (3-5 Year Rehabilitation)

Asset	ID	Address1	Address2
Manhole	3A36	201 Jean Ave	201 Jean Ave
Manhole	936	300-398 N Jefferson St	300-398 N Jefferson St
Manhole	1125	200-298 Wenzel Ave	200-298 Wenzel Ave
Manhole	6C47	801 N. Lakeview Ave	801 N. Lakeview Ave
Manhole	6C45	725 N. Lakeview Ave	725 N. Lakeview Ave
Manhole	8C52	501 George St	501 George St
Manhole	10B140	522 Cherry Ave	522 Cherry Ave
Manhole	10A56	201 S Fourth St	201 S Fourth St
Manhole	10B141	414 Cherry Ave	414 Cherry Ave
Manhole	19C34	300-348 Magnolia Ave	300-348 Magnolia Ave
Manhole	10B138	601 Cherry Ave	601 Cherry Ave
Manhole	1644	699 Neuman Ave	699 Neuman Ave
Manhole	10A53	120 S Maple St	120 S Maple St
Manhole	19C68	701-703 W Congress St	701-703 W Congress St
Manhole	8C99	509-527 Center Ave	509-527 Center Ave
Manhole	6B43	700-716 N. Lakeview Ave	700-716 N. Lakeview Ave
Manhole	8C93	616 Jean Ave	616 Jean Ave
Manhole	959	104 N Jefferson St	104 N Jefferson St
Manhole	19C65	600-698 W Congress St	600-698 W Congress St
Manhole	3A24	305 E Hatch St	305 E Hatch St
Manhole	2113	640 W. Fawn River Rd	640 W. Fawn River Rd
Manhole	10B148	1206 Wilson Ave	1206 Wilson Ave
Manhole	8C74	504-598 N Fourth St	504-598 N Fourth St
Manhole	10A25	412 Walker St	412 Walker St
Manhole	8C97	705 E Jerolene St	705 E Jerolene St
Manhole	8A07	204 Washington St	204 Washington St
Manhole	8C63	601 George St	601 George St
Manhole	10A04	301-307 S Clay St	301-307 S Clay St
Manhole	10A73	218-300 Virginia Ave	218-300 Virginia Ave
Manhole	19C63	416 William St	416 William St
Manhole	3A95	1101-1223 Tulip Dr	1101-1223 Tulip Dr
Manhole	6B21	617 Devonshire Dr	617 Devonshire Dr
Manhole	10A57	103-115 S Fourth St	103-115 S Fourth St
Manhole	8B46	503 N Clay St	503 N Clay St
Manhole	6B67	713 Wilshire Dr	713 Wilshire Dr
Manhole	10A61	101 S Prospect St	101 S Prospect St
Manhole	6B28	705 Lancashire Dr	705 Lancashire Dr
Manhole	6B25	605-699 Wilshire Dr	605-699 Wilshire Dr
Manhole	909	203 S Clay St	203 S Clay St
Manhole	1618	101-121 S Orange St	101-121 S Orange St
Manhole	3A81	1000 E Hatch St	1000 E Hatch St
Manhole	7A38	903 N Clay St	903 N Clay St
Manhole	19C62	183-199 Grove St	183-199 Grove St

Table J-1. Capital Improvement Plan Summary Table (3-5 Year Rehabilitation)

Asset	ID	Address1	Address2
Manhole	19C61	201 Grove St	201 Grove St
Manhole	8B34	300-340 Beverly St	300-340 Beverly St
Manhole	7A39	501 W Lafayette St	501 W Lafayette St
Manhole	910	199 S Clay St	199 S Clay St
Manhole	6B35	943-999 Canterbury Dr	943-999 Canterbury Dr
Manhole	1681	801-921 W Lafayette St	801-921 W Lafayette St
Manhole	1522	1600 W Dresser Dr	1600 W Dresser Dr
Manhole	2A08	966-1054 E Lafayette St	966-1054 E Lafayette St
Manhole	10A106	12 Vinewood Ave	1305 E. Chicago Road
Manhole	10A103	215 Vinewood Ave	200-299 Vinewood Ave
Manhole	10A100	345 Vinewood Ave	300-399 Vinewood Ave
Manhole	10C203	401 Farwell Ave	1210 E. Congress St
Manhole	10C199	1201 E. Congress St	403 Pioneer Ave
Manhole	10C195	1101 E. Congress St	308 Maplecrest Ave
Manhole	10C190	1001 E. Congress St	1000 E. Congress St
Manhole	10C189	915 E. Congress St	304 S. Lakeview Ave
Manhole	10C188	915 E. Congress St	304 S. Lakeview Ave
Manhole	10A42	402 Michigan Ave	400-499 Michigan Ave
Manhole	10A41	408 Michigan Ave	400-499 Michigan Ave
Manhole	10A40	600 Michigan Ave	503 Michigan Ave
Manhole	10A36	602 Michigan Ave	600-699 Michigan Ave
Manhole	10A35	701 Michigan Ave	611 Michigan Ave
Manhole	10D130	801 Michigan Ave	703 Michigan Ave
Manhole	10D131	801 Michigan Ave	601 Cottage Ave
Manhole	10B134	807 Michigan Ave	602 Cherry Ave
Manhole	10B138	903 Michigan Ave	601 Cherry Ave
Manhole	10B135	1000 Michigan Ave	800 Grand Ave
Manhole	10B143	1008 Michigan Ave	434 Edka Ave
Manhole	10B149	1107 Michigan Ave	1106 Michigan Ave
Manhole	10B150	1108 Michigan Ave	501 Mortimer
Manhole	10B153	1206 Michigan Ave	1201 Michigan Ave
Manhole	10A37	709 Myrtle Ave	600-698 Virginia Ave
Manhole	1714	26650 US-12	26000-26999 US-12
Manhole	1713	26682 US-12	26000-26999 US-12
Manhole	8B41	Elizabeth and Market	Intersection of

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

Rectangular Clarifier Rehab Project

Suppliers	Evoqua	Brentwood
Cost of Materials		
Collector Chain	\$ 248,176.00	\$ 289,640.00
GritShield Adder (1)	N/A	\$ 6,300.00
Total	\$ 248,176.00	\$ 295,940.00

Mechanical Installation		Installation Cost
Evoqua Field Crew		\$435,453.29
Mason Eng. & Const.		\$199,737.00
Mason Eng. & Const.		\$183,148.00
Ld Dosca		\$407,00.00
		Total Project Cost
	Equipment	\$295,940.00
	Labor	\$183,148.00
		\$479,088.00


BUDGETARY PROPOSAL # WG04860_R7
**STURGIS, MI - WWTP - FINAL CLARIFIER
REFURBISHMENT**

April 13, 2023

Attn: Tom Sikorski
Sturgis WWTP
2101 Treatment Plant Road
Sturgis MI 49091

Phone: 269-659-7520
email: Tsikorski@sturgismi.gov

Re: Sturgis, MI - WWTP - Final Clarifier Refurbishment
Polychem™ Chain and Flight Sludge Collection System

POLYCHEM SOLUTIONS PROPOSAL

Brentwood Industries, Polychem Brand, proposes and offers to supply all materials and services as an Approved manufacturer and in general accordance with Brentwood's standard practices and specifications, clarifications, and information provided.

TECHNICAL SPECIFICATION(S): N/A

SECTION(S): N/A

ADDENDA RECEIVED: N/A

BRENTWOOD PROPOSES TO FURNISH POLYCHEM CHAIN AND FLIGHT EQUIPMENT AS FOLLOWS:

Three (3) Final Longitudinal Collector Mechanisms, Approximately
113 FT Long x 24 FT Wide x 16 FT AWD, 4 Shaft System

Please note this proposal is based upon the evaluation of Final Clarifier #2 and the corresponding Polychem Solutions field report. This should also be considered representative of the existing conditions in the remaining clarifiers on site as they are a similar configuration and vintage.

This proposal has been prepared as a complete Polychem Solutions package and is optimized to address your specific needs. It incorporates project level cost savings where applicable. If line item pricing is required, please understand that additional time will be required and individual prices will result in an increased overall price to account for item specific packaging fees and freight premiums.



Brentwood Industries, Inc.
500 Spring Ridge Dr., Reading PA 19610
brentwoodindustries.com

Phone: 610.374.5109

Fax: 610.685.0137

MANUFACTURER'S REPRESENTATIVE:

Please direct all questions regarding this proposal to Brentwood's local area sales representative:

Contact: Nathan Hunter

Representative: Hamlett Environmental Technologies, Co.

Address: 714 E. Grand River Ave., Suite 1
Howell MI 48843
USA

Phone Number: (517) 545-2500

Fax Number: (517) 545-3231

Email: nathanh@hamlettenvironmental.com



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BUDGETARY PROPOSAL # WG04860_R7

STURGIS, MI - WWTP - FINAL CLARIFIER
REFURBISHMENT***ITEMS INCLUDED:**

ITEM	DESCRIPTION / MATERIAL
Drive Chain	NH78, Reinforced Nylon Resin w/ GritShield 301 SS Barrel Wrap and 303 SS Pins
Collector Chain Pins and Retainer Clips	Glass Reinforced Nylon Pins w/ Acetal Retainer Clips
Collector Chain Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin
Half Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin, 3-inch Pitch
Flight Attachment Links	NCS-720-S, Reinforced Thermoplastic Polyester Resin, F-22-8
Flights	3x8 nominal ULTRA Flight w/ Integral Lip, Fiberglass Reinforced Plastic, spaced at 10 Ft (3.05 m) intervals
Wear Shoes	Nylon 6-6
Hardware	316 SS
Flight Floor Squeegee Assemblies (2 Per long)	Neoprene w/FRP Backing and 316 SS Hardware
Fillerblocks	Polypropylene
Headshaft Spindles	Cast Nylon-6
Headshaft(s)	Biaxially Wrapped Fiberglass Epoxy Tube(s) w/ Internal UHMW-PE Tubular Bearings
Driven Sprocket(s)	NH78, 40T, Cast Nylon-6, w/integral teeth
Collector Sprockets for Headshaft(s)	NCS-720-S, 23T, Cast Nylon-6
Set Collars	Split, Cast Nylon-6, w/ 316 SS Clamping Band
Headshaft Keys	as required
Collector Sprockets for Idler Shafts	NCS-720-S, 23T, Cast Nylon-6
Static Shaft Sleeve Bearing	UHMW-PE, Split, w/316 ss Clamping Bands
Wear Strip	UHMW-PE - 3/8" thick x 2-5/8" wide
Chain Tightener(s) for Drive Chain	Nylon 6-6 7T Sprocket w/ Cast Nylon-6 Arm and FRP Adjustable Mounting Bracket



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STURGIS, MI - WWTP - FINAL CLARIFIER REFURBISHMENT

[illegible]

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BUDGETARY PROPOSAL # WG04860_R7

STURGIS, MI - WWTP - FINAL CLARIFIER
REFURBISHMENT

The following total estimated spare parts will be furnished for this project. After engineering, quantities may vary from quantities listed below. Spare Parts will be packaged separately and plainly identified.

SPARE PARTS INCLUDED	
QTY	DESCRIPTION
20	feet of drive chain
10%	of all collector chain furnished
10%	of all chain-to-flight attachment links furnished
12	shear pins for every drive sprocket assembly furnished
5	longitudinal flights complete with wear shoes, fillerblocks, and hardware
1	replacement 11T drive sprocket (sprocket plate only)

ITEMS SPECIFICALLY <u>NOT</u> INCLUDED	
1	Idler Shaft Wall Bearings
2	Wall Brackets For Return Track Support
3	Return Track
4	Limit Switch(es) and Support(s)
5	Drive Unit Motor and Reducer
6	Base Plate for Drive Unit
7	Chain Guard
8	Drive Unit Enclosure
9	Space Heater
10	SmartGuard Flight and Sprocket Monitoring System
11	Rotating Scum Troughs or Helical Skimmers
12	Control Panel(s)
13	Effluent Troughs, Weirs, Baffles
14	Seismic Calculations
15	Hold Down Rail, 304 SS
16	PE Stamp of Submittals



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BUDGETARY PROPOSAL # WG04860_R7
**STURGIS, MI - WWTP - FINAL CLARIFIER
REFURBISHMENT**
EXISTING CONCRETE STRUCTURE (IF APPLICABLE):

Pricing and schedule are based on limited structural information provided at the time of quotation and assume the necessary existing tank dimensions will be provided by purchaser in a timely manner to facilitate the start of submittals. In lieu of customer supplied tank dimensions, purchaser may elect to procure Brentwood's Tank Measurement services. Should the verified tank dimensions and equipment conditions differ from the information provided for quotation, and/or require special bracketry or supporting structures, Brentwood reserves the right to revise pricing and schedule accordingly. Delays associated with receipt of complete tank measurements, incomplete information from RFI's, and release and approval to manufacture may result in changes to the price and schedule.

TANK MEASUREMENTS:

The services of a qualified Brentwood field technician is included to measure the tank(s) to get dimensions for submittals and installation drawings. Brentwood will require the assistance of one (1) person while on site to support tank measurements and tanks must be completely drained and cleaned before entrance. Customer / Contractor shall supply all necessary equipment to safely access tanks (ladders, lighting, etc.). Duration limited to Two (2) trip(s) for Two (2) man-days on site total. Non use of contractual tank measurement days does not generate a credit on this project. Tank measurement services require a minimum 2 week notice and are based on technician availability. Less notice may be accommodated with additional cost. Additional Field Services will be billed at the attached published rates.

SUBMITTALS:

Based upon the budgetary nature of this proposal, submittals are not included in the price. In the event that the scope of any options and delivery can be refined, lead time and pricing for any requested submittals will be included in future revisions.

TIME AND DELIVERY:

1. Brentwood will advise the current engineering lead time required to review existing structural and equipment information, design equipment layout within the tank, and develop a bill of materials after receipt of a purchase order.
2. We further propose to furnish the equipment approximately twenty (20) weeks after receipt of required dimensions and completion of engineering work which will constitute release to manufacturing.
3. Final lead time will be confirmed after receipt of executed purchase order and order is fully processed.

FREIGHT:

Freight allowed, best way, point of manufacture to job site. Requests for specific methods of shipment will be at requestors' expense. On-site transportation, unloading, and storage costs by others.

WEIGHT AND VOLUME:

Estimated weight is 10,500 Lbs. Estimated volume is One (1) Truck(s).

TAXES:

Pricing does not include any States' sales tax if applicable, unless otherwise stated.



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BUDGETARY PROPOSAL # WG04860_R7

STURGIS, MI - WWTP - FINAL CLARIFIER
REFURBISHMENT**SCHEDULE OF VALUES & PAYMENT TERMS:**

1. 100% Net 30 Days from i) shipment of material or ii) Seller's notification to Buyer of finished materials ready for shipment & being held at Brentwood's facility beyond scheduled shipment date, whichever occurs first.
2. These terms are not contingent upon or in conjunction with any agreement purchaser has with other parties.
3. For Brentwood Water & Wastewater Standard Terms and Conditions visit:
<https://www.brentwoodindustries.com/terms/>

ESCALATION:

The price(s) quoted are subject to adjustment to reflect increases in material cost(s), should these increases in price exceed 3% during the specified Schedule of Construction. Increases are based on price indexes for PVC (ChemData) and Stainless Steel (MEPS International), which can be provided upon request. It is understood and agreed that it will be Brentwood's option whether to invoke escalation, should the price exceed this amount.

BILL AND HOLD:

If Purchaser fails to take delivery on any scheduled delivery date based on the terms of the executed purchase Agreement, Brentwood reserves the right to reallocate any Product to other projects and reschedule production for the delayed Product. Purchaser will be required to accept any increase in price associated with the repurchase of material to fulfill the purchased Product requirements and the Product Delivery Date will be rescheduled in conjunction with current production schedules.

If the Purchaser requests that Brentwood holds Product in excess of an agreed upon delivery date and Brentwood agrees to hold the Product, Purchaser will provide written notification to Brentwood to store the Product at its facilities for a period of time prior to shipment ("Bill and Hold"). Brentwood will provide written confirmation of the Bill and Hold to Purchaser, including a Statement of Transfer of Title and invoice.

Payment for the Bill and Hold material is due in accordance with the agreed upon terms in the executed purchase Agreement except to the extent dates must be adjusted due to delivery rescheduling, in which case adjusted dates will be shown on the invoice. All payments will be made in accordance with the invoiced payment terms and instructions. For all Bill and Holds, Purchaser acknowledges that (i) they have made a fixed commitment to purchase the Product, (ii) risk of ownership for the Product passes to Purchaser upon signing Statement of Transfer, (iii) Purchaser has requested that the Product be on a Bill and Hold basis for legitimate business purposes, (iv) if no delivery date is determined at the time of invoicing and Statement of Transfer and Brentwood does not receive a request for delivery within two (2) months from the Bill and Hold invoice date, Brentwood has the right to release the shipment upon written notice to Purchaser any time following the two (2) month period from Bill and Hold invoice date. Brentwood shall be entitled to storage charges of 1 ½% per month of the purchase value of stored material beginning 30 days after Bill and Hold invoice date and continuing until the Product is picked up by Purchaser or shipped by Brentwood. Upon receipt of request from Purchaser to ship the stored Product, Brentwood shall use commercially reasonable efforts to ship the Product within two (2) to 4 (four) business weeks following confirmed receipt of such request.



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BUDGETARY PROPOSAL # WG04860_R7
**STURGIS, MI - WWTP - FINAL CLARIFIER
REFURBISHMENT**
VALIDITY:

This proposal is valid for a period not to exceed 30 days from latest date shown above unless extended by Brentwood in writing. Pricing on this project is based upon shipment schedule as shown above. Extensions to delivery timelines or requests for staged shipments may require renegotiation of pricing.

FIELD SERVICE STARTUP AND TRAINING:

The services of a qualified Brentwood field technician is included to assist in inspection of installed equipment, startup and field testing, certification, and operator training, if required by specification. Duration limited to Three (3) trip(s) for Three (3) man-day(s) on site total. Non use of contractual field service days does not generate a credit on this project. Field service requires a minimum 2 week notice and is based on technician availability. Less notice may be accommodated with additional costs.

OPERATION AND MAINTENANCE MANUALS:

One (1) digital copy of our non-site specific O&M manual will be furnished on or before shipment of equipment. Digital copy can be downloaded from our FTP site or furnished on a USB Flash drive. Digital copy of O&M shall be in Adobe pdf format and be locked and uneditable.

WARRANTY:

Brentwood warrants material supplied on this project to be free from defects in workmanship or materials for a period of twelve (12) months from date of certification by an authorized Brentwood representative or eighteen (18) months from date of shipment, whichever shall occur first. Warranty excludes labor to install or remove parts. Chain and flight system is designed for continuous operation, and intermittent operation is not recommended due to potential for excess sludge build up. Damage resulting from intermittent operation of chain and flight equipment is not covered under this warranty.

PAINTING AND COATINGS:

Stainless Steel and plastic equipment shall not be painted. Unless otherwise specified, all ferrous wetted components will be provided with a surface preparation of SSPC-SP10 Near White Metal and a shop primer 1 coat of Sherwin Williams Dura-Plate 235 Multi-Purpose Epoxy @ 4 Mils D.F.T. It is the responsibility of the contractor to ensure finish paint is compatible with specified primer. Any adhesion issues between coats are not the responsibility of Brentwood. The top coat must be applied within 6 months of the prime coat, otherwise the assembly surface will need to be abraded or the primer will need to be removed and surface preparation redone prior to application of the top coat, by others. OEM components above deck (drive units, bearings, actuators, etc.) shall be furnished with manufacturer's factory finish.

AMERICAN IRON AND STEEL ACT:

Per Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Brentwood's Polychem brand clarifier System and accessories is considered a mechanical system and is not considered construction material or structural steel subject to AIS requirements.



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BUDGETARY PROPOSAL # WG04860_R7

STURGIS, MI - WWTP - FINAL CLARIFIER
REFURBISHMENT**GENERAL EXCLUSIONS*:**

1. Foundations, supports for Polychem equipment (diaphragm plates) or special mounting plates.
2. Bid, performance, supply, or maintenance bonds.
3. Installation of equipment and anchor systems, concrete, sealing compounds, shim stock or grout.
4. Grouting behind return track wall brackets is not included, but is required for these systems.

5. Tools or spare parts (unless listed elsewhere in this Proposal).
6. All reducer oil, bearing grease, or other lubricants.
7. Field paint, touch-up, finish painting, or finish coatings.
8. Unloading, hauling, erection, and storage of equipment.
9. Grease line piping (unless listed elsewhere in this Proposal) or grease guns.
10. Any electrical components or controls not shown in items included section of this Proposal.
11. All control panels (unless listed elsewhere within this Proposal), unistrut supports / mounting for control panels, electrical conduit, wires, or wiring, wire fittings, or boxes.
12. Wall Sleeves for scum troughs, weirs, baffles, overflow weirs, effluent troughs.
13. Anchor pull out testing.
14. PI&D drawings
15. Conduit sizing or drawings.
16. Detailed specific storage plans or maintenance schedules for installed equipment outside of Brentwood's standard maintenance and preventative maintenance information.
17. Factory assembly of components.
18. Any component shown or described on a drawing and not included in the Items Included section of this Proposal, or any component or service not shown in this Proposal.

**unless above items are listed as included elsewhere in this Proposal, they are excluded.*



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BUDGETARY PROPOSAL # WG04860_R7

STURGIS, MI - WWTP - FINAL CLARIFIER
REFURBISHMENT**PRICING SUMMARY:****LUMP SUM TOTAL BASE PRICE: \$104,400.00****OPTIONS TO BASE OFFERING:****ADDER PRICE FOR GRITSHIELD COLLECTOR CHAIN FOR ONE (1) COLLECTOR: \$6,300.00****DISCOUNTED LUMP SUM PRICE FOR (2) CLARIFIERS: \$197,050.00****DISCOUNTED LUMP SUM PRICE FOR (3) CLARIFIERS: \$295,640.00**

*Includes 1 trip 1 day FS for measurement of Intermediate Collector #2.

LUMP SUM DEDUCT FOR (2) SQUEEGEE FLIGHT ASSEMBLIES (1 COLLECTOR): (\$2,000.00)**LUMP SUM DEDUCT FOR (4) SQUEEGEE FLIGHT ASSEMBLIES (2 COLLECTORS): (\$4,000.00)****LUMP SUM DEDUCT FOR (6) SQUEEGEE FLIGHT ASSEMBLIES (3 COLLECTORS): (\$6,000.00)**

Additional pricing can be provided upon request for Installation Oversight, new high efficiency drive units, Polychem ball detent torque limiters in lieu of shear pin devices, SmartGuard Collector Monitoring, Scum Troughs, Turnkey Installation, Manufacturers training on Periodic Maintenance procedures, product familiarization and new product updates or PM Oversight yearly inspection contracts as detailed below.

THE FOLLOWING BASE OPTIONS* ARE AVAILABLE FOR YEARLY PM OVERSIGHT INSPECTION CONTRACTS:

PM EVALUATION (PER TRIP BASIS), THREE YEAR & FIVE YEAR CONTRACT OPTIONS AVAILABLE (STARTING AT TWO TRIPS PER YEAR)

EACH OPTION ABOVE INCLUDES THE FOLLOWING: ALL MEALS, HOTEL, TRAVEL COSTS, EXPENSES, INSPECTION REPORT

THE POLYCHEM SOLUTIONS TEAM WILL EVALUATE THE TANK(S) AND PROVIDE A COMPREHENSIVE TRIP REPORT ON EQUIPMENT CONDITION AND SERVICE STATUS TRIPS WILL BE SCHEDULED ACCORDING TO THE PLANT'S ROUTINE PM SCHEDULE

***OPTIONS ABOVE CAN BE MODIFIED TO ACCOMMODATE SPECIFIC PLANT REQUIREMENTS**

Proposal Submitted By:

Ryan Putt

Ryan Putt, Upgrades & Solutions Specialist
Brentwood Industries, Polychem Brand
email: ryan.putt@brentw.com



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FIELD SERVICE RATES

EFFECTIVE
2022 - 2025



DOMESTIC DAILY RATES PER 8 HOUR DAY

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	\$1,890.00	\$2,003.00	\$2,123.00	\$2,250.00
OT and Saturday	\$2,827.00	\$2,996.00	\$3,175.00	\$3,365.00
Sunday and Holiday	\$3,780.00	\$4,006.00	\$4,246.00	\$4,500.00

INTERNATIONAL DAILY RATES PER 8 HOUR DAY

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	\$2,268.00	\$2,404.00	\$2,548.00	\$2,701.00
OT and Saturday	\$3,402.00	\$3,606.00	\$3,822.00	\$4,051.00
Sunday and Holiday	\$4,536.00	\$4,816.00	\$5,099.00	\$5,404.00

Definition of Labor Rates

Straight time applies to first eight (8) hours worked and traveled Monday through Friday. Any time worked over 8 hours, up to four (4) hours worked and traveled past eight (8) on Monday through Friday, first twelve (12) hours worked on Saturday will be charged at overtime rate. Standby time will be charged at the applicable rate. In case of long-term assignments, Field Service personnel will be rotated at Buyer's expense.

Expenses

Meals, lodging, and incidental expenses will be billed at cost + 15%. Employee travel expenses will be charged at cost +15% for airfare, rental vehicles, taxis and freight. Mileage rate is \$0.95 per mile. Rental of lifting or other special equipment, outside inspection services, additional sub contracted services, etc. will be cost +15%.

Notes:

1. This rate sheet supersedes all previously issued rate sheets.
2. All prices in US dollars.
3. Any "site-specific" training required will be billed as time worked.
4. Customer to furnish water, oils, solvents and will dispose of same. Customer will also furnish power and air, parts, ladders, access to job-site, overhead crane upon request, and all necessary work permits.
5. Rates are "Portal-to-Portal". Travel time, to and from the site, will be considered hours worked and billed at the applicable rate.
6. Stand-by time will be considered hours worked and billed at the applicable rates according to the following:
 - a. Stand-by from home base - 8 hours per day.
 - b. Stand-by while mobilized and in the field - 8 hours per day.
7. A 4-hour minimum will apply to all service work.
8. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
9. This offer is subject to Buyer's acceptance of the Conditions above.
10. This offer and any work performed as a result are exclusively governed by our Terms and Conditions attached. Any additional or conflicting terms contained in any document or purchase order issued authorizing work are expressly objected to in advance and shall not apply, except with the express written consent from Brentwood Industries.



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brentwoodindustries.com

Phone: 610.374.5109

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**Buyer:**

Seller:

Brentwood Industries, Inc.
 500 Spring Ridge Drive
 Reading, PA 19610

Purchase Order No.: _____

This Purchase Order ("PO") made this _____ day of _____, 20____, by and between Buyer and Seller to purchase Polychem Equipment (product) based upon Seller's Proposal No.: WG04860_R7

QTY	DESCRIPTION OF PRODUCT

LUMP SUM TOTAL PRICE: _____

Pricing does not include any sales tax if applicable. Payment terms are as stated in proposal.

Final lead times will be advised after Seller's receipt of executed purchase order and order is fully processed. Delivery shall be fourteen (14) weeks after receipt of required dimensions and completion of engineering work which will constitute release to manufacturing. Shipping terms in accordance with Seller's Proposal.

Seller's acceptance is expressly conditioned upon the sole inclusion and incorporation of Proposal No. WG04860_R7 and Brentwood's Standard Term and Conditions of Sale incorporated herein by reference. Each party to this PO agrees that Proposal # WG04860_R7 and Brentwood's Standard Term's and Conditions are the sole, controlling terms for the PO.

IN WITNESS WHEREOF, the parties hereto have executed this PO by their authorized representatives.

 (BUYER)

 (DATE)

 Brentwood Industries, Inc.

 (DATE)



Brentwood Industries, Inc.
 500 Spring Ridge Dr., Reading PA 19610
 brentwoodindustries.com



Brentwood Water Group (Water & Wastewater) Standard Terms and Conditions of Sale

Applicability and Acceptance

These terms and conditions of sale ("Terms") are the only terms which govern the sale of product ("Product") by Brentwood Industries, Inc. ("Brentwood") to Purchaser ("Purchaser"). Brentwood and Purchaser together are the "Parties" and each a "Party" herein. Brentwood's accompanying quotation or proposal (collectively "Proposal") and these Terms (collectively this "Agreement"), comprise the entire agreement between the Parties and supersede all understandings, agreements, negotiations, representations, or communications. In the event of a conflict between these Terms and a Proposal, the terms and conditions in the Proposal prevail. Brentwood's commencement of work or service does not constitute acceptance of any Purchase Order. No Purchase Orders will be binding upon Brentwood without express written acceptance by an authorized Brentwood employee. These Terms will be the sole, controlling terms for Purchaser's Purchase Order ("Purchase Order") and no other terms and conditions will apply.

Pricing and Payment:

Payment to be 100% prepayment of goods before shipment unless a credit application has been completed and an extension of credit has been approved. Approved payment terms shall be due in full within thirty (30) days from invoice date. Pricing is in accordance with Brentwood's Proposal. Brentwood reserves the right to adjust the Proposal price at any future time due to raw material and/or labor cost fluctuations greater than +/- 3%.

Shipment and Title:

The shipment terms unless stated otherwise in Brentwood's Proposal will be EXWORKS. Risk of loss and title transfer at Brentwood's facility. Brentwood may, without liability or penalty, make partial shipments of Products to Purchaser.

Inspection and Claims:

Upon delivery of Product, Purchaser must inspect the Product for freight damage and must notify Brentwood in writing within five (5) days after delivery. Furthermore, Purchaser agrees to inspect and accept the Product within a reasonable timeframe. Brentwood may waive claims not made in accordance with the above terms in this section.

Default:

Purchaser's failure to make payment as agreed and according to invoices or Purchaser's failure to perform any of its other obligations under this Agreement constitutes a default. In the event of default, Brentwood will provide written Notice of the default (in accordance with the Notices section of this Agreement) to Purchaser. If Purchaser does not i) correct the default or ii) address how it plans to correct the default in writing to Brentwood within five (5) business days from receipt of Notice of default, Purchaser will remain in default and Brentwood may do any of the following, (i) exercise any and all other rights and remedies of a secured Party under Article 9 of the UCC or applicable law ; (ii) suspend any further Product deliveries or provision of services until Purchaser pays its obligations in full; iii) be excused from any of its performance obligations under this Agreement resulting from Purchaser's delays or inability to complete its obligations; iv) send Purchaser's past due invoice(s) to collections for nonpayment of obligations and report Purchaser's non-payment to appropriate credit agency.

Delays: :

Delays in project schedule beyond the expected ship date not caused by Brentwood which result in additional costs not included in quoted price may be invoiced by Brentwood to Purchaser.

Storage Fees:

Unless otherwise agreed upon by Brentwood and Purchaser, in the event Purchaser notifies Brentwood it cannot take delivery on the agreed upon delivery date on the face of Purchaser's Purchase Order, Brentwood will store the Product free of charge for up to thirty (30) days after the initially agreed delivery date. After the thirtieth (30th) day, Purchaser agrees to pay a monthly storage fee equal to one and one-half (1.5%) percent of the invoice price of the Product. The monthly storage fee will be due in full upon receipt of invoice for the storage fee regardless of whether Purchaser has been invoiced or has paid for the Product.

Termination:

Brentwood or Purchaser may terminate this Agreement if either Party defaults by materially breaching its obligations in this Agreement, provided the breaching Party does not commence correction of the breach within five (5) business days from receipt of written notice of default. The Parties will agree upon a reasonable amount of time to correct the breach. In the event the Party in default fails to correct the breach within the agreed upon time frame, the other Party may terminate the Agreement by providing written notification to the Party in default. In the event of termination, the Purchaser agrees to pay Brentwood cancellation charges in accordance with the table below based on the Purchase Order Value.

Contracted Shipment (weeks)	Elapsed Time – from date of Executed Purchase Order to date of Cancellation (weeks)															
	0 - 2	2.01 - 4	4.01 - 6	6.01 - 8	8.01 - 12	12.01 - 16	16.01 - 20	20.01 - 24	24.01 - 28	28.01 - 32	32.01 - 36	36.01 - 40	40.01 - 44	44.01 - 48	48.01 - 52	52.01 - 56
Up to 8	20	50	75	100												
8.01 - 12	15	40	60	80	100											
12.01 - 16	10	25	45	60	85	100										
16.01 - 20	10	15	25	45	65	85	100									
20.01 - 24	10	10	20	25	50	70	90	100								
24.01 - 28	10	10	15	20	25	50	70	90	100							
28.01 - 32	10	10	10	15	20	35	60	75	90	100						
32.01 - 36	10	10	10	15	20	25	50	60	85	95	100					
36.01 - 40	10	10	10	10	15	25	50	60	70	85	95	100				
40.01 - 44	10	10	10	10	15	25	45	55	65	80	90	95	100			
44.01 - 48	10	10	10	10	15	25	45	55	60	65	80	90	95	100		
48.01 - 52	10	10	10	10	15	20	40	50	55	60	70	85	90	95	100	
52.01 - 56	10	10	10	10	15	20	35	50	55	60	70	80	85	90	95	100

Changes:

Purchase Order changes are subject to Brentwood's written approval, and additional time and charges may apply. Brentwood will not be liable for any delays due to change order requests. Brentwood may make changes to its Product without obligation, apply or manufacture such changes in any Product manufactured prior thereto. Brentwood may make such changes to any ordered Product as does not, in Brentwood's reasonable judgment, interfere with the satisfactory operation of the Product.

Taxes:

All government charges upon the production, shipment or sale of the Product, including, without limitation, sales, use, occupation, export and import taxes, and any other impositions by any government whatsoever, direct or indirect, including those required to be collected by Brentwood, will be paid by Purchaser or, in lieu thereof, Purchaser will furnish Brentwood with an exemption certificate acceptable to the taxing authority. Brentwood reserves and Purchaser disclaims all rights to drawback of duties paid on materials used in the manufacture of the Product. Purchaser will supply Brentwood with proof of exportation and all other documents necessary and otherwise cooperate to obtain payment thereof.

Returns:

No Product may be returned for credit or otherwise unless Purchaser receives Brentwood's authorization. Product authorized for return or credit must be returned in good condition, in its original packaging with completed identification and with all supporting documentation detailing of any claimed defect as required by Brentwood. All shipping and freight charges shall be prepaid by the Purchaser. The returned Product may be subject to a restocking charge of 30%.



Brentwood Industries, Inc.
500 Spring Ridge Dr., Reading PA 19610
brentwoodindustries.com

Phone: 610.374.5109

Fax: 610.685.0137

**Warranty:**

Brentwood warrants against defects in materials and workmanship. Warranty coverage is contingent on proper storage, installation, use, operation, maintenance, and shutdown procedures, all occurring under ordinary conditions and in compliance with good industry standards, the approved design criteria, Brentwood's approved Submittal and Operation and Maintenance Manual. The Warranty period shall be limited to twelve (12) months from Product shipment. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee. The remedy for a covered defect during the Warranty period shall be limited, at Brentwood's option and control, to repair or replacement of defective Parts and Components, including shipping costs. The remedy excludes costs of labor, removal of non-conforming Products, and expenses related to installation of the replacement Products.

THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER OR THIRD PARTY FOR CLAIMS RELATED TO THE PRODUCT. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST, OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

Limitation of Liability:

REGARDLESS OF THE FORM OF ACTION, BRENTWOOD'S LIABILITY RELATING TO THE PRODUCT OR THE MANUFACTURE, SHIPPING, SALE OR USE OF THE PRODUCT SHALL NOT EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CAUSE OF ACTION. BRENTWOOD, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, DOWNTIME, FAILURE TO DETECT ANY FLAW IN ANY SUBJECT MATTER OF ANY TEST, LOSS OF GOODWILL, BUSINESS INTERRUPTION, DELAY IN PERFORMANCE, OR LOST OPPORTUNITIES. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE IN CONNECTION WITH THE SUPPLY OR SUBSEQUENT USE OR POSSIBILITY OF SUCH DAMAGES.

Indemnification:

Purchaser will at all times indemnify, defend and hold harmless Brentwood, its officers, directors, employees, agents, servants and representatives from and against any and all damages, liabilities, losses, claims, suits, penalties, fines, costs, and expenses, including attorneys' fees (collectively, "Claims") arising directly or indirectly out of or in connection with any (a) infringement or misappropriation of any patent, trademark, or other intellectual property right, including third Party rights, arising from Brentwood's adherence to Purchaser's Specifications; (b) use, operation or possession of Brentwood Product, except to the extent the Claim arises from the gross negligence or willful misconduct of Brentwood; or (c) breach by Purchaser of any provision of any Agreement with or obligation to Brentwood.

Brentwood will at all times indemnify, defend and hold harmless Purchaser from and against loss, injury, damage and liability arising directly in connection with bodily injury death, or destruction of tangible or real property, including loss of use directly resulting from or caused by Brentwood or Brentwood's product, its negligent act, error, omission or for damages arising from Brentwood's gross negligence or willful misconduct in performance of its obligations under this Agreement. Claims and damages are limited to Brentwood's proportionate percentage of negligence and/or fault.

Insurance:

Brentwood will maintain and carry insurance including, but not limited to Commercial General Liability in a sum of \$1,000,000 per occurrence and Workers Compensation in amounts as required by applicable statute. Additional coverages may be available. Upon request, Brentwood will provide to Purchaser a certificate of insurance evidencing its coverages.

Confidential Information:

All non-public, confidential and proprietary information ("Confidential Information"), whether disclosed orally or reduced to writing, whether or not marked or otherwise designated or not identified as such. Confidential Information does not include information which: (i) is or becomes available to the public generally (other than as a result of a disclosure by the Purchaser in violation of this Agreement); (ii) is subject to public disclosure under any federal, state or local law, ordinance or regulation; (iii) becomes available to Purchaser on a non-confidential basis from a source other than Brentwood; or (iv) was known by or was available to Purchaser prior to or at the time Brentwood disclosed it.

Purchaser agrees to protect and safeguard all Confidential Information with at least the same degree of care as the Purchaser would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Purchaser shall hold all Confidential Information in confidence and shall disclose it only to its employees needing to use the Confidential Information for the limited purposes of this Agreement and said employees shall be bound to the confidentiality Terms of this Agreement. No other disclosure of Confidential Information is allowed unless written permission is granted by Brentwood. Purchaser agrees not to use Brentwood's Confidential Information for any purpose other than this Agreement. Purchaser agrees not to use the Confidential Information in any manner to Brentwood's detriment, including without limitation, to reverse engineer, disassemble, analyze, decompile, copy, modify, develop, or design.

Force Majeure:

Brentwood shall not be liable or responsible to Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent Brentwood's failure or delay is caused by or results from a force majeure event, including, acts of God; flood, fire, earthquake, pandemics, disease outbreaks, explosions or other natural disasters; war, invasion, hostilities, terrorist acts, civil unrest; government orders or actions; embargoes or blockades in effect on or after the date of this Agreement; national emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; shortage of adequate raw materials, labor, power, or transportation facilities; and other similar events beyond the reasonable control of Brentwood.

Brentwood shall give notice within fourteen (14) days of the force majeure event or as soon as reasonably practicable to Brentwood, stating the period of time the occurrence is expected to continue. Brentwood shall use diligent efforts to end the failure or delay and ensure the effects of such are minimized. Brentwood shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Brentwood remains unable to perform its obligations within ten (10) weeks from notice of force majeure event Purchaser may terminate the Agreement.

Governing Law and Jurisdiction:

This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without reference to conflicts of law principles. The Parties hereby agree that disputes hereunder shall be subject to the exclusive jurisdiction and venue of the courts of Berks County, Pennsylvania, in either the Pennsylvania Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania. The Purchaser waives any objections based on personal or subject matter jurisdiction or venue.

Export Control:

Purchaser will not use, distribute, transfer, or transmit any Product, components or technical information (even if incorporated into other products) provided in connection with this transaction except in compliance with U.S. export laws and regulations (the "Export Laws"). Purchaser will not, directly or indirectly export or re-export the following items to any country which is in the then-current list of prohibited countries specified in any applicable Export Laws: (a) the Product, components or technical data disclosed or provided to Purchaser by Brentwood; or (b) any improvements or variations of such Product, components or technical data. Purchaser agrees to promptly inform Brentwood in writing of any written authorization issued by the U.S. Department of Commerce office of export licensing to export or re-export any such items referenced in (a) or (b). The obligations stated above in this clause will survive the expiration, cancellation or termination of this Agreement.

Translation:

This document may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over other translations. All dollar amounts are United States currency unless specified otherwise. Purchaser shall abide by the United States Foreign Corrupt Practices Act of 1997, as amended.

Assignment:

Purchaser shall not assign or delegate its obligation hereunder without Brentwood's written consent, and any attempted assignment or delegation without such written consent shall be void.

Waiver:

No waiver by Brentwood of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Brentwood. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any



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500 Spring Ridge Dr., Reading PA 19610
brentwoodindustries.com

Phone: 610.374.5109

Fax: 610.685.0137

**Severability:**

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Notices:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid or certified or registered mail (in each case, read receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Authority:

The individual assenting to or executing any documents or orders, whether as a hard copy or, on behalf of Purchaser acknowledges, represents and warrants that he or she has read and understands these Terms and Conditions and has been duly authorized by the Purchaser to execute such on behalf of the Purchaser and bind the Purchaser to these Terms and Conditions.

Relationship of the Parties:

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Survival:

Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

Amendment and Modification:

This Agreement may only be amended or modified in writing by Brentwood and executed by an authorized representative of each Party.

By signing below both Parties accept Brentwood Water Group (Water and Wastewater) Standard Terms and Conditions of Sale.

BRENTWOOD INDUSTRIES, INC.

By: _____

Print Name: _____

Title: _____

Brentwood Industries, Inc.

PURCHASER

By: _____

Print Name: _____

Title: _____

Company: _____



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500 Spring Ridge Dr., Reading PA 19610
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NCS-720-S COLLECTOR CHAIN

Precision molded from durable, glass-reinforced polyester
 Specially formulated *Non-Acetal* material and reinforcing ribs prevent *Elongation*
 High strength, chemical and wear resistant chain contains UV inhibitor
 Manufactured by Brentwood Industries in Reading, PA
 Regular high quality testing per Brentwood's ISO 9001:2015 certification
 Optimizes system performance and extends the lifetime of the installation
 No special tools are required for installation



CONNECTING PIN & RETAINING CLIP

- "Twist-snap" pin and clip design is easy to install
- Locking T-heads prevent pin rotation
- Contrasting color clips minimize field inspection

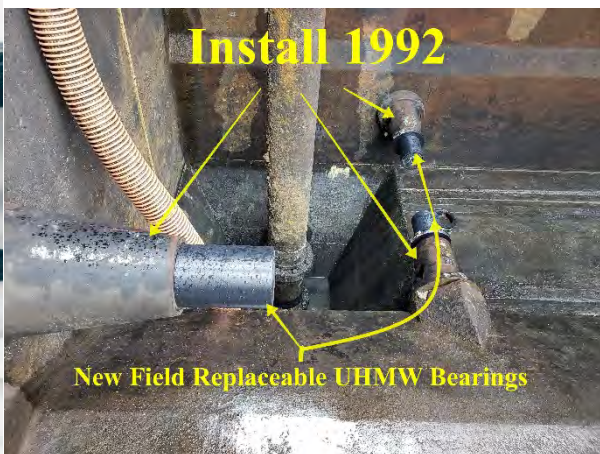


BARREL WRAP OPTION

- Increases chain life by reducing barrel wear
- Made of durable, 301 SS for high grit conditions
- Extends sprocket life by reducing tooth wear



45° Biaxially wrapped FRP telescopic tube assembly
 Lite Weight while being able to withstand 58-60,000 in-lbs. of torque
 Replaceable UHMW Bearings – water lubricated
 Non-Corrosive – doesn't lock up even when dry for days
 Maintenance friendly – 3-4 hours to completely replace bearings
 Mounting spindles - non-metallic Cast Nylon. Structurally sound after 30 years of service



Free rotating sprockets decrease load caused by rotating shafts
 Completely water lubricated, no need for grease of any type
 Non-Corrosive Nylon 6 material
 Maintenance Friendly PM
 Easy change bearings



Mason Engineering and Const
P.O. Box 109
Mongo, IN 46771
(260) 249-9517

Proposal

Proposal No: P378B

Date: 4/14/2023

Submit To:

City of Sturgis, Michigan
2101 Treatment Plant Road
Sturgis, MI 49091

Job Contact: Brandon Schrader

Page 1 of 1

Scope

Proposal to perform rehab work of (3) three Clarifiers using Owner furnished equipment (Brentwood) at the Sturgis WWTP.

Details

Mason will demo existing equipment per manufacturer requirements.

Mason will layout tank per manufacturer drawings.

Mason will install Owner furnished equipment per manufacturer erection drawings.

Mason will notify Owner of any conflicts per manufacturer installation drawings.

Mason will install Owner furnished shearpin sprocket on existing drive.

Mason will remove existing covers from (2) two clarifiers and reinstall when finished with equipment startup.

Owner will pump down and clean tanks.

Mason will only perform work in one tank at a time.

Exclusions: Painting, bonds, overtime, equipment unloading or inventorying, yard restoration, permits, any coordination with manufacturer, electrical work of any kind, pumping or bypassing, work on existing babbit bearings.

Total Contract Price: 183,148.00

Thank you for this opportunity to quote on this project.

Proposal valid for 30 days. If the above proposal and price are accepted, please sign and return by email. Tax is not included. If tax exempt, please forward certificate with signed proposal.

Pricing assumes normal working hours and conditions. If any changes to the scope are necessary, please contact us immediately.

Terms: Net 30 Days 1 1/2 % per month interest on past due invoices.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made per terms above.

Signature: _____

Printed Name: _____

Owner Name: _____

Date: _____

Signature: _____

Printed Name: _____

Mason Engineering and Construction, Inc.

Date: _____

WWTP Rectangular Clarifier Rehabilitation Project

		590 Wastewater	TOTAL PROJECT	Notes
BUDGETED FUNDS	FY 2022-2023	\$ 351,000.00	\$ 351,000.00	
				Listed in Capital and Extraordinary expenses as: Refurbish Final Clarifier No. 1 - \$115,000 Refurbish Final Clarifier No. 2 - \$115,000 Refurbish INTERMEDIATE Clarifier No. 2 - \$121,000
PROJECT COSTS				Notes
Equipment	Recommended	\$ 289,640.00	\$ 289,640.00	Brentwood Industries Inc.
Installation Award	Recommended	\$ 183,148.00	\$ 183,148.00	Mason Engineering & Construction
Adder for Gritshield Collector Chain	Recommended	\$ 6,300.00	\$ 6,300.00	Brentwood Industries Inc.
TOTAL PROJECT COST		\$ 479,088.00	\$ 479,088.00	
OVER (UNDER) BUDGET			\$ 128,088.00	