



**AGENDA**  
**CITY COMMISSION MEETING**  
**WEDNESDAY, JANUARY 10, 2024**  
**CITY HALL | 130 N. NOTTAWA ST.**  
**WIESLOCH RAUM**

**REGULAR MEETING 6:00 P.M.**

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
  - A. Elizabeth “Bette” Lawrence Proclamation – Mayor Perez
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 December 20, 2023 work session as presented.**
    - **APPROVE the minutes from the December 20, 2023 regular meeting as presented**
  - B. Pay Bills
    - **AUTHORIZE the payment of the City bills in the amount of \$1,579,544.17 as presented.**
  - C. DDA Board Resignation
    - **ACCEPT the resignation of Courtney McClain from the DDA Board and SEND a letter of recognition for her service.**
  - D. Splash Pad Rules
    - **APPROVE the Splash Pad Rules and sign location as presented.**
  - E. 2024 Downtown Event Requests
    - **APPROVE the 2024 Downtown Events Requests as presented.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
  - A. Easement for Watershed Project– Barry Cox
  - B. MDOT Contract for N. Franks Avenue – Barry Cox
  - C. Pioneer Park Access Agreement – Barry Cox
11. COMMISSIONER / STAFF COMMENTS
12. STURGIS HOUSING DEVELOPMENT CORPORATION MEETING
  - A. Call to Order
  - B. Closed Session – Sale of Property
  - C. Adjourn
13. ADJOURN

# Manager's Report

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JANUARY 10, 2024



CITY OF  
**Sturgis**  
MICHIGAN

Submitted by:

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

Andrew Kuk  
City Manager

## **5. Proclamation**

### **A. Elizabeth “Bette” Lawrence Proclamation**

#### **Mayor Perez**

On January 1<sup>st</sup>, Elizabeth “Bette” Lawrence celebrated her 100<sup>th</sup> birthday. A proclamation has been drafted for Ms. Lawrence. A copy of the proclamation is included in your packet.

#### Information Included in Packet:

1. Proclamation

## 8. Consent Agenda

### Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for January 10, 2024 as presented.

### Staff Recommendation:

**APPROVE**

#### **8A. Action of Minutes of Previous Meetings**

##### Consent Agenda Motion:

*APPROVE the minutes from the December 20, 2023 work session as presented.*

##### Consent Agenda Motion:

*APPROVE the minutes from the December 20, 2023 regular meeting as presented.*

#### **8B. Pay Bills**

##### Consent Agenda Motion:

*AUTHORIZE the payment of the City bills in the amount of \$1,579,544.17 as presented.*

#### **8C. DDA Board Resignation**

Courtney McClain has submitted her resignation from the DDA Board. The vacancy will be advertised.

##### Consent Agenda Motion:

*ACCEPT the resignation of Courtney McClain from the DDA Board and SEND a letter of recognition for her service.*

## **8D. Splash Pad Rules**

At the December 4, 2023, Parks, Doyle and Recreation Board Meeting the Board approved the Splash Pad Rules, a copy of which is included in your packet.

Staff proposes putting the sign at the southeast corner of the splash pad near the sidewalk and the parking lot. Staff proposed that the rules be printed in both English and Spanish. A picture of the general area, and a concept of what the signs will look like are also included in your packet.

Following the meeting, staff identified one addition to the splash pad rules that they recommend including. This pertains to allowing no drugs or marihuana at the splash pad. This has been added to the rules list and highlighted in yellow. It is not included on the draft signage.

### *Consent Agenda Motion:*

*APPROVE the Splash Pad Rules and sign location as presented.*

### Information Included in Packet:

1. Splash Pad Rules List
2. Splash Pad Rules Sign Concept
3. Sign Placement Location

## **8E. 2024 Downtown Event Requests**

Included in your packet is an events request list for all 2024 downtown events. The list lays out when the events occur, requested street closures, whether or not a Special Event liquor license is proposed, signage requests, and other special requests and notes.

The list includes all scheduled DDA events for the calendar year. Detailed Sturgis Fest requests will be brought separately at a later date, but staff wanted to identify the special liquor licenses for that event so that applications could be applied for.

Consent Agenda Motion:

*APPROVE the 2024 Downtown Events Requests as presented.*

Information Included in Packet:

1. 2024 DDA Event Request List

## 10. New Business

### A. Easement for Watershed Project

**Staff: Barry Cox**

The Watershed project, a 5-story building currently under construction in downtown, is owned under RB Qalib, LLC. During the early stages of design for the restaurant portion of the building, it became apparent that installing a properly-sized grease interceptor inside the building would prove very difficult. The building owner, building designer, and architect came to City staff with a request to place the grease interceptor outside the building, underground on City property. After considerable discussion, the best option for the grease interceptor placement is in the parking lot south of the building.

Included in your packet is a draft easement document to provide RB Qalib, LLC the authority to occupy a portion of the public alley and Parking Lot #6 with sanitary sewer piping and a grease interceptor for the restaurant kitchen. Exhibit A provides generalized location of the easement area.

The area immediately behind the building, where the interceptor is proposed to be located, has several utilities running through the corridor, with more being installed for the Watershed project. Therefore, the exact location of the grease interceptor has not been determined due to possible excavation obstacles when construction begins.

Generally the location is expected to be around 20 feet from the building in area that is roughly 12 feet by 15 feet. The easement would also include access back to the building for piping associated with the interceptor. As part of the easement, RB Qalib, LLC would have access to grease interceptor moving forward, but would be required to replace any surfaces or other items disrupted as part of repairs.

Once the grease interceptor piping and tank are installed, a surveyor would provide an easement description to formalize the area and allow the easement to be recorded.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Utility Easement Document with RB Qalich,LLC for installation of a grease interceptor as presented.**

**Information Included in Packet:**

1. Draft Easement
2. Exhibit A



## 10. New Business

### B. MDOT Contract for N. Franks Avenue

**Staff: Barry Cox**

The City of Sturgis received a \$385,000.00 Small Urban grant from the Michigan Department of Transportation (MDOT) to help reconstruct N. Franks Avenue in 2024.

Improvements to N. Franks Avenue will resurface N. Franks from E. Hatch to the current end of pavement and reconstruct N. Franks Avenue with curb and gutter, a paved shared use path on the west side of the road, and storm drainage from north of the Doyle Center to the roundabout.

Included in your packet is a contract document from MDOT for the N. Franks Avenue Improvement Project. As outlined in the document, the total estimated cost for the project is \$562,100.00. The project was bid by MDOT and bids were opened on January 5<sup>th</sup>. An as-read bid tab is included in your packet. The low bid is from Rieth-Riley Construction in the amount of \$567,425.50.

The City will receive \$385,000.00 in Federal Surface Transportation funds. Based on the bids, the City's share of the project's construction cost is \$182,425.50 plus costs for contingency, construction engineering, contract administration, and construction material testing. Staff anticipates bringing a contract for construction-phase engineering to the City Commission in the near future.

This project was budgeted out of the 204 Street and Sidewalk Improvement fund for \$330,000.00 in FY 2023-2024. That amount represents the net City cost for the project after the grant is applied. A budget and cost spreadsheet with the as-bid construction award as well as estimates for contingency and construction engineering is included in your packet.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the contract between the City of Sturgis and MDOT (#23-5510) for the completion of the N. Franks**

**Avenue Improvements Project and AUTHORIZE City Manager Andrew Kuk and Mayor Frank Perez to sign all necessary documents.**

**Staff Recommendation:**

**APPROVE and AUTHORIZE**

**Information Included in Packet:**

1. MDOT Contract
2. Project Bid Tabs
3. Franks Ave Budget and Cost Spreadsheet

## **10. New Business**

### **C. Pioneer Park Access Agreement**

**Staff: Barry Cox**

Crawford Environmental Services, LLC (CES) is the environmental consultant overseeing work at Admiral Station #5768 (1207 E. Chicago Road). The Admiral station is owned and operated by GPM Southeast, LLC. The Admiral site has a leaking underground storage tank (LUST) site where fuel seeped into the ground. CES is requesting an Access Agreement for GPM Southeast, LLC to install two (2) groundwater monitoring wells (MW-14 & MW-15) in Pioneer Park.

The Access Agreement would allow GPM Southeast, LLC (GPM #5768), any future owner, and its environmental consultants access to the existing wells shown on Attachment A as well as the ability to install two additional monitoring wells on the property.

The wells would be installed to a depth of 75 feet below grade with an 8-inch steel cover at grade and 12 inch x 12 inch concrete pad. Wells would be monitored quarterly for at least one year or until incident closure is granted by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Monitoring well abandonment will occur after incident closure is granted.

The agreement also provides a framework for approval of additional easements on City property if GPM Southeast should require them. The process requires the locations be properly identified and approved by the City prior to installation.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Access Agreement with GPM Southeast, LLC for Pioneer Park as presented.**

#### **Staff Recommendation:**

**APPROVE**

Information Included in Packet:

1. Pioneer Park Access Agreement
2. CES Map

## **12. Sturgis Housing Development Corporation Meeting**

**Proposed Motion:**

**Move that the Sturgis City Commission RECESS the January 10, 2024 Regular Meeting.**

**CALL TO ORDER the Sturgis Housing Development Corporation.**

## **12B. Closed Session**

**Proposed Motion:**

**Move that the Sturgis Housing Development Commission ENTER Closed Session for the Discussion of Purchase of Property.**

**RECONVENE the Sturgis City Commission Meeting.**

## Noteworthy Meetings / Events

- DDA Promotion Committee Meeting | December 18<sup>th</sup>
- City Employee Christmas Luncheon | December 21<sup>st</sup>
- SJC Brownfield Redevelopment Authority Board Meeting | December 21<sup>st</sup>
- DDA Meeting | January 3<sup>rd</sup>
- B3 Meeting | January 3<sup>rd</sup>

## Upcoming Events

- Cinema Circle – North by Northwest | SYCA | 7pm | January 11<sup>th</sup>
- Cinema Circle – Sixteen Candles | SYCA | 7pm | January 18<sup>th</sup>
- Matilda the Musical | SYCA | February 2<sup>nd</sup>-4<sup>th</sup>
- Cinema Circle – Rebel Without a Cause | SYCA | 7pm | February 8<sup>th</sup>
- Catapult (Shadow Illusion)| SYCA | 7:30pm | February 10<sup>th</sup>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 5A**







## PROCLAMATION OF THE CITY OF STURGIS

**WHEREAS**, Elizabeth Lillian “Bette” Reed was born in on January 1, 1924; and

**WHEREAS**, Bette graduated Sturgis High School in 1941; and

**WHEREAS**, Bette graduated University of Michigan School of Nursing in 1945 as a member of the United States Cadet Nursing Corps Program; and

**WHEREAS**, Bette and James Lawrence, Jr. were married in 1946 and raised four children, Cynthia, James III, Claudia and LeAnn and were also foster parents to 14 teenage girls; and

**WHEREAS**, Bette worked at Sturgis Memorial Hospital in Sturgis until the birth of her second child; and

**WHEREAS**, Bette served as a leader and volunteer for many organizations in the area including the St. Joseph County Council on Aging, Substance Abuse Council of St. Joseph County, Alcohol Council in Three Rivers, 800 Myrtle Recovery Home, Sturgis Women’s Club, and Sturgis Hospital Auxiliary as well as serving as Pregnancy Helpline’s first President and founding the Trinity Lutheran School Clothing Bank; and

**WHEREAS**, Bette was named Citizen of the Year in Sturgis in 1975, was runner up as Michigan’s Mother of the Year in 1976, was awarded the Book of Golden Deeds by the Sturgis Exchange Club in 1977, and was awarded the Silver Salute Award from the Michigan State Extension Service Family Living Education Division in 1981.

**NOW, THEREFORE, BE IT RESOLVED**, The Sturgis City Commission recognizes Elizabeth Lillian “Bette” Lawrence for 100 years of life and service in the Sturgis Community, wishes her a happy 100<sup>th</sup> birthday, and hopes that she will enjoy many more to come.

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Frank Perez, Mayor

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8A**



**WORK SESSION - STURGIS CITY COMMISSION**  
**WEDNESDAY, DECEMBER 20, 2023**  
**WIESLOCH RAUM – CITY HALL**

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

Commissioners present: Mullins, Bir, Nieves, Albarran, Smith, Harrington, Vice-Mayor Miller,  
Mayor Perez

Commissioners absent: Hile

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

Electric Department Superintendent Chris McArthur and Robert Lalonde, Michigan Public Power Agency, provided information on the activities of MPPA and potential battery storage for the solar farm. Discussion followed.

The meeting was adjourned at 5:52 p.m.

***Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer***

**REGULAR MEETING - STURGIS CITY COMMISSION  
WEDNESDAY, DECEMBER 20, 2023  
WIESLOCH RAUM – CITY HALL**

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

The Pledge of Allegiance was said by all present.

The Invocation was given Commissioner Miller.

Commissioners present: Mullins, Bir, Nieves, Albarran, Smith, Harrington, Vice-Mayor Miller, Mayor Perez

Commissioners absent: Hile

Also present: City Attorney, City Manager, City Controller, Electric Department Superintendent, City Engineer, Director of Public Safety, DPS Superintendent, SYCA Director, City Clerk

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

**Voting yea: Eight      Voting nay: None      Absent: Hile      MOTION CARRIED**

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Consent Agenda of December 20, 2023 as presented.

**8A. Action of Minutes of Previous Meetings**

- APPROVE the minutes from the December 13, 2023 regular meeting as presented.

**B. 2024 Commission Meeting Dates**

- APPROVE the 2024 Commission Meeting schedule as presented.

**Voting yea: Eight      Voting nay: None      Absent: Hile      MOTION CARRIED**

City Manager Andrew Kuk provided information on a termination agreement between the Sturges-Young Center of the Arts and the St. Joseph County ISD for use of the kitchen. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Termination Agreement with the St. Joseph County ISD regarding use of the Sturges-Young Center for the Arts as presented.

**Voting yea: Eight      Voting nay: None      Absent: Hile      MOTION CARRIED**

City Engineer Barry Cox provided information on a resolution to decertify a section of William Street that is located at the former railroad crossing. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Resolution Decertifying 60 feet of William Street as presented.

**Voting yea: Eight      Voting nay: None      Absent: Hile      MOTION CARRIED**

#### **RESOLUTION FOR STREET DECERTIFICATION**

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

##### **William Street (Portion)**

A parcel of land located in the City of Sturgis, St. Joseph County, Michigan, described as follows: Commencing at the survey monument at intersection of South Jefferson Street and William Street and running thence westerly along the centerline of William Street 198 feet, to the Point of Beginning, thence continuing westerly 60 feet to a point 476 feet east of the intersection of Grove Street and William Street on the centerline of William Street, which is the Point of Ending of this description. Subject to all easements and restrictions of record.

Also as shown graphically in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED:

The 60 foot portion of William Street, as described, is hereby decertified for Act 51 purposes.

Director of Public Safety Ryan Banaszak provided information on the ambulance service activity and billing as well as a purchase of a cardiac monitor. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve a bid waiver for and the purchase of one Lifepak 15v4 monitor/defibrillator from Stryker in the amount of thirty-nine thousand, two hundred fifty-nine dollars and twenty-nine cents (\$39,259.29) as presented.

**Voting yea: Eight      Voting nay: None      Absent: Hile      MOTION CARRIED**

DPS Superintendent Tom Sikorski introduced Foreman Lee Ross and Mechanic Cole McCann and provided information on financing of two new dump trucks. City Controller Holly Keyser provided details on the financing quotes. Mr. Sikorski also provided information on the disposal of two 2009 dump trucks in lieu of the originally planned 2007 trucks. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to adopt the Resolution Authorizing Installment Purchase Agreement as presented.

**Voting yea: Eight      Voting nay: None      Absent: Hile      MOTION CARRIED**

Moved by Comm. Harrington and seconded by Comm. Smith to approve the disposal of two 2009 dump trucks, units 610-09 and 611-09 per the purchasing policy.

**Voting yea: Eight      Voting nay: None      Absent: Hile      MOTION CARRIED**

DPS Superintendent Tom Sikorski provided information on the status of the current sweepers and the opportunity for purchase of a new sweeper. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Bir to approve the purchase of a 2007 Johnston-Allianz M3 sweeper from Brown Equipment Company in the amount of one hundred thousand dollars (\$100,000.00) as presented.

**Voting yea: Eight      Voting nay: None      Absent: Hile      MOTION CARRIED**

City Engineer Barry Cox provided an update on DWSRF funding and the plan to reapply. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to go into Closed Session to discuss union negotiations.

**Voting yea: Mullins, Bir, Nieves, Albarran, Smith, Harrington, Miller, Perez**  
**Voting nay: None      Absent: Hile      MOTION CARRIED**

Meeting recessed at 7:12 p.m.

Meeting reconvened at 7:40 p.m.

The meeting was adjourned at 7:40 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				
12-21-2023	PR0626M	00061	CITY OF STURGIS PAYROLL	330,790.08
12-10-2023	T16357M	00181	GORDON FOOD SERVICE	753.41
12-21-2023	T16358M	00062	CITY OF STURGIS-EMPLOYEE INS	68,626.09
12-21-2023	T16359M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,882.99
12-21-2023	T16360M	00065	DOYLE MEMBERSHIP TRANSFER	4,078.53
12-21-2023	T16361M	00063	CITY OF STURGIS TAX TRANSFER	18,121.11
12-21-2023	T16362M	05123	COMERICA BANK-INST TRUST SERV	29,969.35
12-21-2023	T16363M	03229	CITY OF STURGIS-WORKERS COMP	2,743.92
12-21-2023	T16364M	00064	INTL CITY MGMT ASSOC RETR CORP	8,729.82
12-25-2023	T16365M	04197	MI PUBLIC POWER AGENCY	190,707.54
12-27-2023	T16366M	05506	STAR INSURANCE COMPANY	960.00
01-04-2024	T16367M	06121	GB SOLAR TE 2020 HOLDINGS LLC	67,275.67
01-04-2024	T16368M	00197	CITY OF STURGIS UTILITIES	20,060.65
01-09-2024	T16369M	03770	MICHIGAN GAS UTILITIES	171.84
01-09-2024	T16370M	03770	MICHIGAN GAS UTILITIES	1,059.21
01-12-2024	T16371M	00197	CITY OF STURGIS UTILITIES	11,582.74
01-20-2024	T16372M	00197	CITY OF STURGIS UTILITIES	9,821.06
01-03-2024	T16373M	03770	MICHIGAN GAS UTILITIES	162.17
01-02-2024	T16374M	03770	MICHIGAN GAS UTILITIES	16.90
01-03-2024	T16375M	03770	MICHIGAN GAS UTILITIES	49.57
01-02-2024	T16376M	04389	FRONTIER COMMUNICATIONS A	105.84
01-01-2024	T16377M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.00
01-20-2024	T16378M	00197	CITY OF STURGIS UTILITIES	6,628.22
01-10-2024	T16379M	03770	MICHIGAN GAS UTILITIES	43.01
01-12-2024	T16380M	04389	FRONTIER COMMUNICATIONS A	53.57
01-12-2024	T16381M	04389	FRONTIER COMMUNICATIONS A	26.08
01-12-2024	T16382M	04389	FRONTIER COMMUNICATIONS A	242.70
01-16-2024	T16383M	04389	FRONTIER COMMUNICATIONS A	54.11
01-12-2024	T16384M	04389	FRONTIER COMMUNICATIONS A	101.44
01-12-2024	T16385M	04389	FRONTIER COMMUNICATIONS A	202.64
01-10-2024	T16386M	04421	AT&T MOBILITY	783.07
12-29-2023	T16387M	00108	STATE OF MICHIGAN	53,032.59
12-15-2023	T16388M	04088	BLUE CROSS BLUE SHIELD OF MI	12,884.67
12-22-2023	T16389M	04088	BLUE CROSS BLUE SHIELD OF MI	120,059.74
12-29-2023	T16390M	04088	BLUE CROSS BLUE SHIELD OF MI	33,097.94
01-16-2024	T16391M	04389	FRONTIER COMMUNICATIONS A	604.00
01-11-2024	T16392M	02909	CHARTER COMMUNICATIONS	725.84
01-01-2024	T16393M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
01-10-2024	T16394M	03770	MICHIGAN GAS UTILITIES	1,212.34
01-02-2024	T16395M	06138	MUTUAL OF OMAHA INSURANCE CO	5,266.13
12-25-2023	T16396M	04197	MI PUBLIC POWER AGENCY	36,315.79
01-01-2024	T16397M	04197	MI PUBLIC POWER AGENCY	188,578.55
01-01-2024	T16398M	04088	BLUE CROSS BLUE SHIELD OF MI	22,237.54
01-18-2024	T16399M	04389	FRONTIER COMMUNICATIONS A	220.75
01-19-2024	T16400M	03770	MICHIGAN GAS UTILITIES	476.07
01-19-2024	T16401M	03770	MICHIGAN GAS UTILITIES	105.69
Automatic Checks				
01-10-2024	248004	00110	A & K PRINTING & POOLS	725.00
01-10-2024	248005	00850	ACE-TEX ENTERPRISES	318.69
01-10-2024	248006	00066	ACTION QUICK PRINT PLUS	159.00
01-10-2024	248007	06156	AGILE TICKETING SOLUTIONS LLC	188.30

Date	Check#	Vendor	Vendor Name	Amount
01-10-2024	248008	00332	ALEXANDER CHEMICAL CORP	237.00
01-10-2024	248009	00296	ALEXIS M BACHOROWSKI	86.77
01-10-2024	248010	00002	ALL-PHASE ELECTRIC SUPPLY	74.15
01-10-2024	248011	06119	AMAZON.COM SALES INC	1,844.61
01-10-2024	248012	02058	APWA, MICHIGAN CHAPTER - MPSI	775.00
01-10-2024	248013	04905	ARCOSA SHORING PRODUCTS INC	3,405.00
01-10-2024	248014	00041	ARIANNA MINGUS	30.00
01-10-2024	248015	06476	BACK MUNICIPAL CONSULTING LLC	440.00
01-10-2024	248016	06117	BENITA ANN LEWIS	45.00
01-10-2024	248017	00072	BIRD, SCHESKE, REED & BEEMER,	10,316.61
01-10-2024	248018	00132	BOFA INC	14,564.71
01-10-2024	248019	00296	BRENDA S ONEIL	90.05
01-10-2024	248020	03343	BYLER ELECTRIC INC	53,415.75
01-10-2024	248021	06325	COTTIN'S HARDWARE	546.12
01-10-2024	248022	06158	CULLIGAN WATER OF STURGIS	25.00
01-10-2024	248023	00296	DAVID A ECHTERLING	32.01
01-10-2024	248024	03095	MARY DRESSER	90.00
01-10-2024	248025	00364	CAROL DUSTIN	500.00
01-10-2024	248026	06062	ELECTIONSOURCE	2,115.00
01-10-2024	248027	00166	ELHORN ENGINEERING CO	1,345.00
01-10-2024	248028	04955	ENVIRO-CLEAN	6,353.00
01-10-2024	248029	06343	ERIN MELCHI BAKER	40.00
01-10-2024	248030	00169	FASTENAL COMPANY	102.66
01-10-2024	248031	05841	FERGUSON FACILITIES SUPPLY	488.15
01-10-2024	248032	05490	FERGUSON WATERWORKS #3386	270.96
01-10-2024	248033	00776	FLEIS & VANDENBRINK	6,144.37
01-10-2024	248034	06287	FOCAL POINT STUDIOS	5,000.00
01-10-2024	248035	04389	FRONTIER COMMUNICATIONS A	5,503.78
01-10-2024	248036	06475	FROST SOLUTIONS, LLC	5,510.00
01-10-2024	248037	06356	GANNETT HOLDINGS LLC CENTRAL	292.20
01-10-2024	248038	02082	GECKO SECURITY LLC	930.00
01-10-2024	248039	00183	W W GRAINGER INC	276.29
01-10-2024	248040	03566	HAMMERSMITH EQUIPMENT CO	1,208.00
01-10-2024	248041	00296	HOT MESS THERAPY	182.32
01-10-2024	248042	04922	HUTSON ASSESSING INC	7,585.17
01-10-2024	248043	05809	IMAGE TREND INC	2,898.18
01-10-2024	248044	05522	INTERSTATE BATTERIES-GREAT LKS	313.90
01-10-2024	248045	00296	JACK J & JOANN ROYETON	157.76
01-10-2024	248046	00296	JAMES D AND ADRIENNE HEITGER	67.80
01-10-2024	248047	00296	JESSICA M NICHOLS	51.44
01-10-2024	248048	00296	JIMMY CRITESER REAL ESTATE	87.25
01-10-2024	248049	06314	JODIE M JOHNSON	40.00
01-10-2024	248050	06217	JOHN J FLOWERS	60.00
01-10-2024	248051	00296	JOSE L PINON	19.19
01-10-2024	248052	00296	JULIE SUAREZ	222.00
01-10-2024	248053	05634	KATE PERCIVAL	94.87
01-10-2024	248054	01656	KOORSEN FIRE & SECURITY INC	233.95
01-10-2024	248055	01101	JANENE KOSMAN	100.00
01-10-2024	248056	00212	KSS ENTERPRISES	374.29
01-10-2024	248057	00394	LAWSON-FISHER ASSOCIATES PC	12,868.23
01-10-2024	248058	01305	LIBERTY OFFICE PRODUCTS	295.00
01-10-2024	248059	06464	LRS LLC	1,268.48
01-10-2024	248060	06238	LUBRICATION ENGINEERS, INC	3,453.87

Date	Check#	Vendor	Vendor Name	Amount
01-10-2024	248061	06399	MASON ENGINEERING & CONST INC	67,258.00
01-10-2024	248062	00241	JEFF MILLER	4,430.00
01-10-2024	248063	04014	MILLERS SALES & SERVICE	646.96
01-10-2024	248064	05051	MILSOFT UTILITY SOLUTIONS	501.15
01-10-2024	248065	01705	MSC INDUSTRIAL SUPPLY CO INC	494.39
01-10-2024	248066	06412	PAUL'S LAWN AND DOCKS	385.00
01-10-2024	248067	05026	PLUMMER'S ENVIRONMENTAL	4,500.00
01-10-2024	248068	00485	POWER LINE SUPPLY	3,359.19
01-10-2024	248069	05364	PSYBUS PC	625.00
01-10-2024	248070	04251	RAI JETS LLC	1,260.00
01-10-2024	248071	06038	REVOLUTION HEALTH, P.C.	69.00
01-10-2024	248072	05765	SELKING INTERNATIONAL	169.61
01-10-2024	248073	06239	SESAC LLC	201.00
01-10-2024	248074	06280	SHOULDice INDUSTRIAL	22,433.62
01-10-2024	248075	01546	ST JOSEPH CO ROAD COMMISSION	250.00
01-10-2024	248076	00429	CITY OF STURGIS	628.81
01-10-2024	248077	00290	STURGIS HOSPITAL	558.00
01-10-2024	248078	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
01-10-2024	248079	00507	STURGIS OVERHEAD DOOR & LADDER	140.00
01-10-2024	248080	00841	STURGIS TOWING & RECOVERY	227.00
01-10-2024	248081	04140	SWICK BROADCASTING COMPANY	495.00
01-10-2024	248082	00046	TELE-RAD INC	2,627.23
01-10-2024	248083	06291	THOMPSON CONSTRUCTION GROUP	19,835.00
01-10-2024	248084	06426	TRACY LIVELY LLC	60.00
01-10-2024	248085	05745	ERICA VARGAS SARCO	140.00
01-10-2024	248086	04453	VERIZON WIRELESS	2,232.45
01-10-2024	248087	03511	WASTE MANAGEMENT	1,314.87
01-10-2024	248088	02734	WATERWORKS SYSTEMS & EQUIP INC	322.00
01-10-2024	248089	04994	W MICHIGAN INTERNATIONAL LLC	356.96
01-10-2024	248090	02948	WITMER PUBLIC SAFETY GROUP INC	557.86
01-10-2024	248091	06477	WORKING FIRE FURNITURE &	3,335.38
01-10-2024	248092	06107	YEOMAN, TALIA	310.00
01-10-2024	D02178	05462	AUTOZONE STORES LLC	116.98
01-10-2024	D02179	04066	BORDEN WASTE-AWAY SERVICE INC	6,401.18
01-10-2024	D02180	04965	BSN SPORTS INC	178.00
01-10-2024	D02181	02983	CINTAS LOCATION #351	1,300.46
01-10-2024	D02182	03929	EMERGENCY MEDICAL PRODUCTS INC	724.83
01-10-2024	D02183	00020	KENDRICK STATIONERS INC	425.84
01-10-2024	D02184	03944	LINDE GAS & EQUIPMENT INC	283.87
01-10-2024	D02185	06250	MARANA GROUP	4,017.14
01-10-2024	D02186	05121	MICKEY'S LINEN	408.95
01-10-2024	D02187	06026	MID-CITY SUPPLY CO INC	1,187.42
01-10-2024	D02188	06069	NAPA AUTO PARTS	612.77
01-10-2024	D02189	01411	NCL OF WISCONSIN INC	85.70
01-10-2024	D02190	05042	PLANT GROWTH MANAGEMENT SYSTEM	4,595.20
01-10-2024	D02191	00279	RATHCO SAFETY SUPPLY	1,604.75
01-10-2024	D02192	06125	THE COPY IMAGE INC	426.00
Manual Total				\$1,258,556.39
Automatic Total				\$320,987.78
Grand Total				\$1,579,544.17

**PAYROLL DISBURSEMENT**  
**FOR PAYROLL ENDING 12/17/2023**  
**PR0626M PAYROLL DATE 12/21/2023**

GENERAL	\$165,467.63
MAJOR STREET	7,874.80
LOCAL STREET	7,024.71
CEMETERY	5,278.59
AIRPORT	0.00
BUILDING	3,480.23
HOUSING DEPARTMENT	0.00
STURGES-YOUNG CENTER FOR THE ARTS	5,955.97
RECREATION	2,970.15
DOYLE RECREATION CENTER	9,397.97
AMBULANCE	12,159.02
ELECTRIC	81,424.40
SEWER	17,702.83
WATER	8,450.59
MOTOR VEHICLE	3,603.19
<b>Payroll Sub-Total</b>	<b>\$330,790.08</b>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8D**



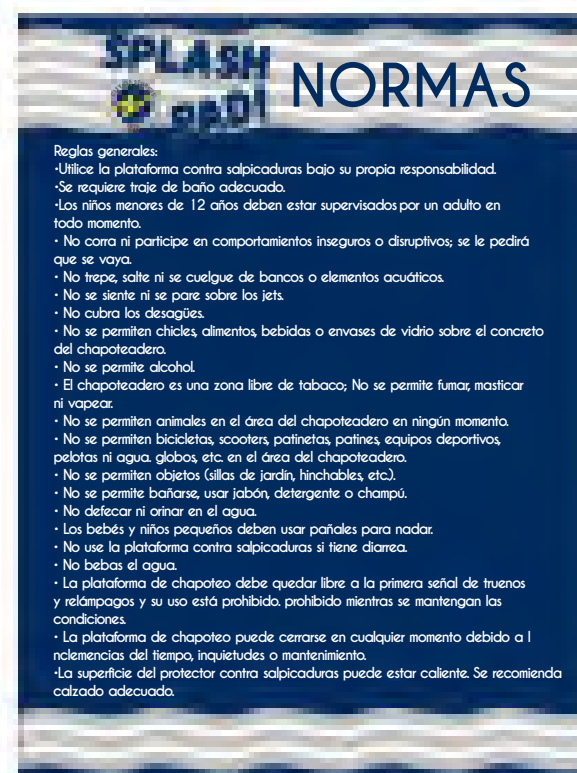
## General Rules:

- Use splash pad at your own risk.
- Appropriate swim wear is required.
- Children under 12 must be supervised by an adult at all times.
- Do not run or engage in unsafe or disruptive behavior you will be asked to leave.
- Do not climb, jump, or hang on benches or water features.
- Do not sit or stand on the jets.
- Do not cover drains.
- No gum, food, drinks, or glass containers on the concrete of the splash pad.
- No alcohol is allowed.
- The splash pad is a tobacco-free zone; no smoking, chewing, or vaping is allowed
- The splash pad is a drug free and marihuana free zone.
- No animals allowed in the splashpad area at any time.
- No bikes, scooters, skateboards, rollerblades, athletic equipment, balls, water balloons, etc. in the splash pad area.
- No objects (lawn chairs, inflatables, etc.) allowed.
- No bathing, soap, detergent, or shampoo allowed.
- Do not defecate or urinate in the water.
- Infants and toddlers must wear swim diapers.
- Do not use the splash pad if you are sick with diarrhea.
- Do not drink the water.
- Splash pad must be vacated at first sign of thunder and lightning and use is prohibited while conditions remain.
- Splash pad may be shut down at any time due to inclement weather, operational concerns, or maintenance.
- Splash pad surface may be hot. Appropriate footwear is recommended.



36.00"

48.00"



1-800-200-SIGN

MILLER SIGN



1333 INDUSTRIAL DRIVE NORTH P.O. BOX 240 LAGRANGE, IN. 46761

DESIGNER	STURGIS SPLASH PAD	DATE	1-2-24
SCALE	1"=1'	ORDER #	SPLASH PAD RULES
LOCATION	STURGIS, MI	DESIGNED BY	LACIE SHEPHERD

Design is the property of Miller Sign Co., Inc.. Unauthorized use or duplication of the design will entitle Miller Sign Co. payment in the sum of \$360.00 plus the cost of legal and collection fees.







**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8E**



## 2024 Downtown Event Requests

Event	Event Date	Day	Event Time	Chamber of Commerce Special Liquor License	Car Show US-12 No-Parking*	North Street Closure**	Pleasant Ave Closure***	Signage Requests	Other Requests and Notes
Winter Blues	January 12th	Fri.	5:30 pm to 9:00 pm	N	N/A	N/A	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 1 banner at U.S. 12 and Pleasant Ave. One week displayed.	Temporary road closure of S. Monroe St. from US-12 to Sturgis Bank and Trust first bank drive from 4:00 pm to 10:00 pm. Use of Free Church Park from 2:00 pm to 10:00 pm.
Art Around Town Auction and Winter Wine Down	March 22nd	Fri.	5:30 pm to 9:00 pm	N	N/A	N/A	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 1 banner at U.S. 12 and Pleasant Ave. One week displayed.	Temporary closure of four parking spaces on US-12 for food trucks. 2:00 pm to 10:00 pm
Sturgis Spring & Food Expo	April 19th	Fri.	5:30 pm to 9:00 pm	N	N/A	N/A	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 1 banner at U.S. 12 and Pleasant Ave. One week displayed.	
Spring Cruise-In and Eats	May 10th	Fri.	5:30 pm to 9:00 pm	N	2:00 pm to 10:00 pm	2:00 pm to 11:00 pm	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 2 banners at U.S. 12 and Pleasant Ave. One week displayed.	
Bourbon, Bacon, and Blues	May 24th	Fri.	5:30 pm to 10:30 pm	Y	N/A	noon to midnight	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 2 banners at U.S. 12 and Pleasant Ave. One week displayed.	Temporary no parking on John St. (North to Clay) all day; closure of John St. (North to Clay) from 2:00 pm to midnight. Closure includes intersection of North and John St.
Movies on North	June 7th	Fri.	5:30 pm to 9:00 pm	N	N/A	2:00 pm to 11:00 pm	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 1 banner at U.S. 12 and Pleasant Ave. One week displayed.	
Sturgis Fest (Not a DDA Event)	June 18-22nd	Tues. - Sat.	Various	Y	N/A	N/A	N/A	N/A	Liquor licenses scheduled for June 19th and 20th. Other Sturgis Fest requests to be brought separately.
MI Art Fest	July 12th	Fri.	5:00 pm to 9:00 pm	N	2:00 pm to 10:00 pm	noon to 11:00 pm	2:00 pm to 10:00 pm	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 2 banners at U.S. 12 and Pleasant Ave. One week displayed.	
Dog Days of Summer	July 26th	Fri.	5:30 pm to 9:00 pm	N	N/A	2:00 pm to 11:00 pm	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 2 banners at U.S. 12 and Pleasant Ave. One week displayed.	
Summer Flicks & Eats	August 9th	Fri.	5:30 pm to 9:00 pm	N	N/A	2:00 pm to 11:00 pm	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 2 banners at U.S. 12 and Pleasant Ave. One week displayed.	Use of Free Church Park noon to 10:00 pm
Summer's End/Classic Car Cruise-In	September 13th	Fri.	5:30 pm to 9:00 pm	N	2:00 pm to 10:00 pm	2:00 pm to 11:00 pm	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 2 banners at U.S. 12 and Pleasant Ave. One week displayed.	
Sturgis BBQ Fest	September 28th	Sat.	noon to 7:00 pm	Y	N/A	8:00 am to 10:00 pm	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 2 banners at U.S. 12 and Pleasant Ave. One week displayed.	Temporary no parking on John St. (North to Clay) 9/27 at 2:00 pm; closure of John St. (North to Clay) from 9/27 at 5:00 pm to 9/28 at 10:00 pm
Sturgis Spooktacular Fest	October 26th	Fri.	4:00-9:00pm	N	N/A	2:00 am to 10:00pm	2:00pm to 10:00pm	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 1 banner at U.S. 12 and Pleasant Ave. One week displayed.	
Chocolate in the City	November 15th	Fri.	5:30-8:00pm	N	N/A	N/A	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 1 banner at U.S. 12 and Pleasant Ave. One week displayed.	Temporary closure of four parking spaces on US-12 for food trucks. 2:00 pm to 9:00 pm on the corner of Pleasant Ave. and U.S. 12
Kristkindlmarkt	December 5th - 7th	Multi	3 Day Event	N	N/A	N/A	All day: 12/4 - 12/9	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 2 banners at U.S. 12 and Pleasant Ave. One week displayed.	Temporary closure of four parking spaces on US-12 for food trucks. 2:00 pm to 10:00 pm on the corner of Pleasant Ave. and U.S. 12
Dashing through Downtown	December 6th	Fri.	4:00-9:00pm	N	N/A	N/A	N/A	Intersection of U.S. 12 and Nottawa, 2 sandwich board signs. 2 banners at U.S. 12 and Pleasant Ave. One week displayed.	Use of Free Church Park noon to 10:00 pm

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

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

\*\* Unless otherwise noted, includes closure of North St. from US-12 to John Street and temporary no parking in a portion of City Parking Lot 4

\*\*\* Unless otherwise noted, includes closure of Pleasant Ave. from US-12 to first parking lot entrance

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10A**



## UTILITY EASEMENT

CITY OF STURGIS, a Michigan municipal corporation, whose address is 130 N. Nottawa, Sturgis, MI 49091, Party of the First Part, in consideration of the further development of property owned by RB QALICB, LLC., a Michigan Limited Liability Company, 215 Broadus St., Sturgis, MI 49091, the Party of the Second Part, hereby conveys and warrants to Party of the Second Part its successors and assigns, FOREVER, an easement and right to install and maintain sanitary Sewer lateral lines, cleanouts, access manholes and a 1000 Gallon grease interceptor together with the usual services, connections and accessories (“Utilities”), under, over and across the parcel of land situated in the City of Sturgis, St. Joseph County, Michigan, as described on Exhibit “A” attached hereto and incorporated herein by reference (“Premises”);

With Full Right and Authority to the Party of the Second Part, its successors and assigns, and its agents, and employees, to enter at all times upon the Premises for the purpose of constructing, repairing, substituting, removing, enlarging, replacing and maintaining any or all of the said Utilities.

Party of the First Part reserve the right to use the Premises for purposes not inconsistent with the use of the Premises by Party of the Second Part.

As a part of the consideration of this Easement, Party of the Second Part agrees to restore the parking lot and walking surfaces to similar to original condition after improvements are installed and further agrees to indemnify, defend and hold Party of the First Part and their successors and assigns, harmless from and against any and all claims, liabilities, causes of action, or damages whatsoever arising out of or connected with the Party of the Second Part’s exercise of the rights herein granted.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the \_\_\_\_ day of \_\_\_\_\_, 2024.



CITY OF STURGIS

By: \_\_\_\_\_

Frank Perez

Its: Mayor

By: \_\_\_\_\_

Kenneth D. Rhodes

Its: Clerk

"Party of the First Part"

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 2024, before me, a Notary Public in and for said County, appeared Frank Perez and Kenneth D. Rhodes, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Clerk, respectively, of the CITY OF STURGIS named in and which executed the within instrument, and that said instrument was signed and sealed on behalf of said CITY OF STURGIS.

\_\_\_\_\_  
Notary Public  
St. Joseph County, Michigan  
My commission expires: \_\_\_\_\_

RB QALICB, LLC

By: \_\_\_\_\_

John Carmichael

Its: President

“Party of the Second Part”

STATE OF MICHIGAN        )

) ss:

COUNTY OF ST. JOSEPH    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said County, appeared John Carmichael to me personally known, who, being by me duly sworn, did say that he has executed the within instrument of his own free act and deed on behalf of RB QALICB, LLC

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Michigan

My commission expires: \_\_\_\_\_

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

## Exhibit A

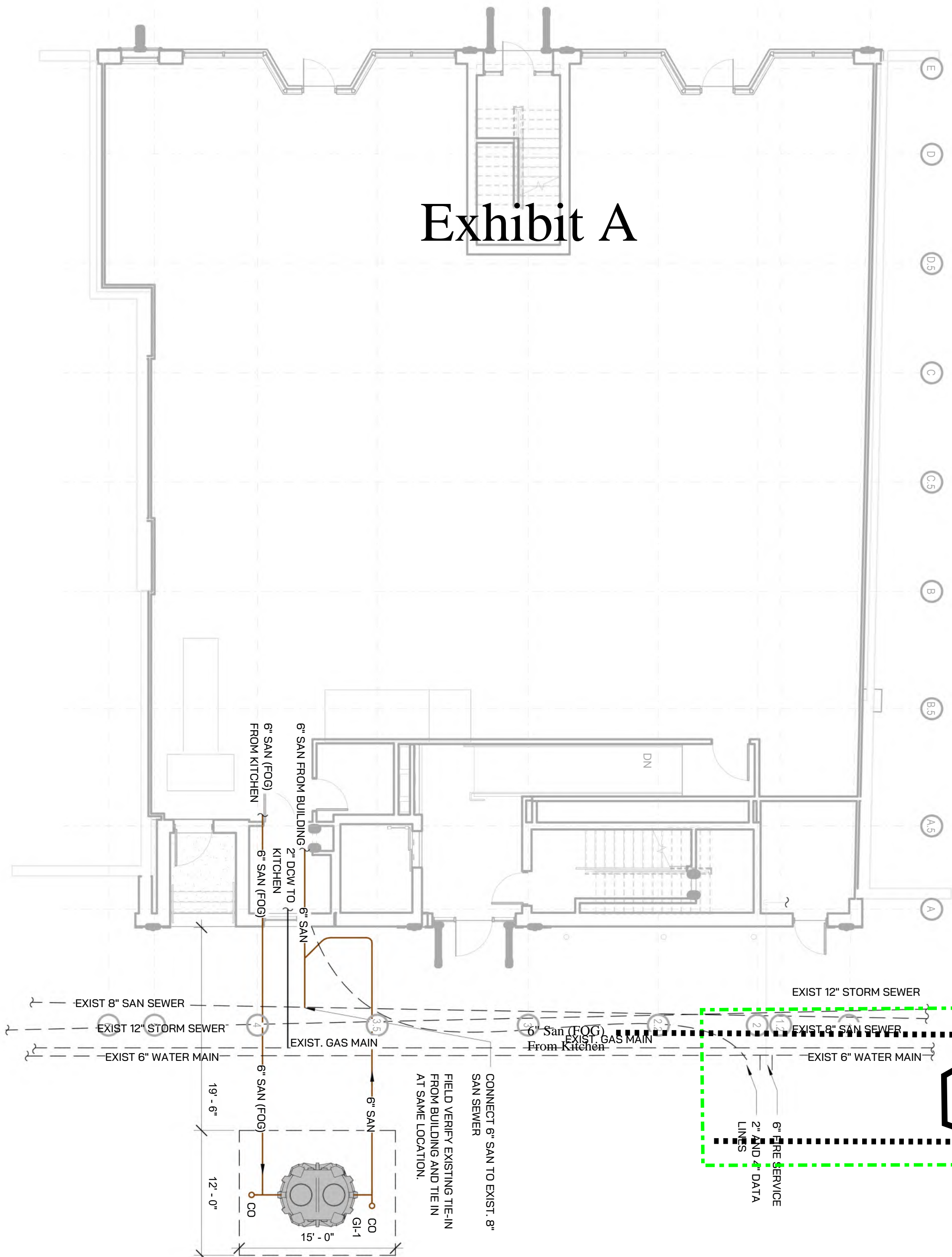
### **Legal Description of Easement**

TBD

# Exhibit A

1/8" = 1'-0"

44



Approximate 32 feet by 15 feet easement location

1,000-GAL DIRECT BURIED HYDROMECHANICAL GREASE INTERCEPTOR BASED ON "SCHIER" MODEL GB-1000 W/ H-20 RATED COVERS. ALTERNATIVE PRE-CAST GREASE INTERCEPTOR SHALL BE ACCEPTABLE IF IT MINIMIZES SITE FOOTPRINT.

GI-1 SHALL BE KEPT AS CLOSE TO BUILDING AS POSSIBLE WHILE COORDINATING WITH EXISTING CITY UTILITIES AND MINIMIZE EXCAVATION AREA.

DRAWINGS ARE DIAGRAMATIC TO SHOW SCOPE OF WORK. ALL UTILITY CONNECTION LOCATIONS SHALL BE VERIFIED IN FIELD.

ROOT & BRANCH GRILLHOUSE

STURGIS, MI

IGNYTE  
MECHANICAL + ELECTRICAL DESIGN

intersect  
Design. Strategy. Architecture.

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10B**



STP

DA

Control Section	STUL 78000
Job Number	217061CON
Project	24A0122
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5510

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF STURGIS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Sturgis, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 7, 2023, attached hereto and made a part hereof:

Hot mix asphalt reconstruction along North Franks Avenue from East Lafayette Road to East Hatch Street, including pavement removal and cold milling, grading, subbase, storm sewer, aggregate base, modular retaining wall, concrete curb and gutter, curb ramps, sidewalk, hot mix asphalt shared use path, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

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

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

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

### **SURFACE TRANSPORTATION PROGRAM**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL

324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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

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

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

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

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

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

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

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

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

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

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

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

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

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

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

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

CITY OF STURGIS

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
*for* Department Director MDOT

By \_\_\_\_\_  
Title:



December 7, 2023

EXHIBIT I

CONTROL SECTION	STUL 78000
JOB NUMBER	217061CON
PROJECT	24A0122

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$562,100
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$562,100
Less Federal Funds*	<u>\$385,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$177,100

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

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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



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

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

## SECTION III

### ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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



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

C. General Conditions:

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

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

## SECTION IV

### MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

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

## **APPENDIX A**

### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

## APPENDIX B TITLE VI ASSURANCE

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

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



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

Revised June 2011

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

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

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

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

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

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

**Letting of January 05, 2024****Letting Call:** 2401 039**Low Bid:** \$567,425.50**Project:** STUL 78000-217061**Engineer Estimate:** \$562,055.05**Local Agreement:** 23-5510**Pct Over/Under Estimate:** 0.96 %**Start Date:** June 3, 2024**Completion Date:** June 21, 2025**Description:**

0.37 mi of hot mix asphalt reconstruction, concrete curb and gutter, aggregate base, shared-use path and pavement markings on Franks Avenue from Lafayette Road to East Hatch Road in the city of Sturgis, St. Joseph County. This is a Local Agency project.

4.00 % DBE participation required

Bidder	As-Submittted
Rieth-Riley Construction Co., Inc.	\$567,425.50
Anlaan Corporation	\$721,544.30

**Total Number of Bidders:** 2

## N. Franks Avenue Extension

		204 Street & Sidewalk Improvements		TOTAL PROJECT	Notes
		N. Franks Ave. Roundabout			
		FY 2021-2022	FY 2023-2024		
BUDGETED FUNDS		\$ 100,000.00	\$ 330,000.00	\$ 430,000.00	
PROJECT COSTS					
Design and Bid Phase Engineering	APPROVED	\$ 52,500.00	\$ -	\$ 52,500.00	TO #7
Construction Award	As-Bid	\$ -	\$ 567,425.50	\$ 567,425.50	As-bid per MDOT Letting 1/5/24
Contingency Budget	Estimated	\$ -	\$ 57,000.00	\$ 57,000.00	~ 10% of Project Cost
Construction Phase Engineering	Estimated	\$ -	\$ 75,000.00	\$ 75,000.00	Estimate includes Engineering, contract admin, and materials testing
TOTAL PROJECT COST		\$ 52,500.00	\$ 699,425.50	\$ 699,425.50	
LESS GRANT FUNDS		\$ -	\$ 385,000.00	\$ 385,000.00	Small Urban Funding
TOTAL CITY COST		\$ 52,500.00	\$ 314,425.50	\$ 314,425.50	
OVER (UNDER) BUDGET		(47,500.00)	(15,574.50)	(115,574.50)	

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10C**



## **ACCESS AGREEMENT**

**THIS ACCESS AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between GPM Southeast, LLC (“GPM”), 8565 Magellan Parkway Suite 400 in Richmond, Virginia 23227 30328 and the City of Sturgis, Michigan (“CITY”), 130 North Nottawa Street, Sturgis, Michigan 49091.

WHEREAS, GPM is conducting a groundwater monitoring program via a network of groundwater monitoring wells located on CITY property or rights-of-way in the specific locations depicted on Attachment A hereto. Each such location shall be referred to as a “Location” and collectively as “Locations”; and

WHEREAS, GPM wishes to continue to access such Locations to maintain and sample said groundwater monitoring wells in accordance with the terms set forth herein; and

WHEREAS, GPM may in the future seek the CITY’s permission to install, develop, maintain and, from time to time, sample additional wells on CITY property or rights-of-way; and

WHEREAS, GPM seeks a right of access to such wells for itself and for the Michigan Department of Environment, Great Lakes and Energy (“EGLE”); and

WHEREAS, the CITY desires that GPM conduct the foregoing groundwater monitoring activities; and

WHEREAS, the CITY has agreed to provide to GPM easements for existing and, in its sole discretion, future monitoring wells located on CITY property other than in a right-of-way; and

WHEREAS, the CITY has the power and authority to grant the permission and access sought by GPM under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. CITY hereby grants to GPM, EGLE, and their respective authorized agents, contractors and subcontractors, access to and the right to enter upon the Locations for the purpose of maintaining, repairing and, from time to time, sampling the monitoring wells.

2. GPM agrees to obtain from the CITY an appropriate permit for any work to be performed within a CITY right-of-way as may be required by CITY ordinance as amended from time to time.

3. CITY agrees to grant to GPM an easement for the existing monitoring wells located on CITY property other than in the right-of-way and, in its sole discretion, to grant future easements for monitoring wells located on any such property.

4. In the event GPM seeks to install any new monitoring wells on property owned or controlled by the CITY, GPM shall seek the CITY's written authorization to install new monitoring wells. The request for authorization shall include a map depicting the location for the proposed monitoring well, and shall make specific reference to this Agreement. Upon receiving such written authorization, the locations identified in that authorization shall be subject to this Agreement and shall be deemed a "Location" as defined above, without any further action by the Parties hereto except if located on CITY property other than in a right-of-way and with respect thereto CITY may grant to GPM an appropriate easement as provided herein.

5. The activities described in paragraphs 1 and 4 above, including the installation, development, repair, replacement, maintenance and periodic sampling of monitoring wells at the



Locations shall be referred to hereinafter as “the Work.” GPM and its agents, contractors and subcontractors shall conduct all Work at the Locations in a safe and workmanlike manner.

6. With respect to the installation or replacement of any monitoring well, GPM shall provide CITY with telephonic notice at least seven (7) calendar days prior to commencement of such Work.

7. GPM shall assure that it will properly close in accordance with applicable law the monitoring wells covered by this Agreement and submits certification thereof to City within thirty (30) days of each such closure.

8. GPM shall assure that any cuttings or borings generated by the Work, and any samples collected during the Work shall be stored, treated, recycled, disposed or otherwise handled in accordance with applicable law.

9. Notices, letters, and other written correspondence relating to this Agreement shall be directed to the respective Party as set forth below, or as modified by that Party by written notice:

For GPM:

Carol Goss  
Crawford Environmental Services, LLC  
Sr. Environmental Specialist  
1701 Shenandoah Ave NW  
Roanoke, VA 24017  
TEL: 256-762-0322

Rolfe Lann  
GPM Southeast, LLC  
VP of Environmental Corporate  
8565 Magellan Parkway, Suite 400  
Richmond, VA 23227  
Tel: 804-730-1568

For CITY:

City Manager  
130 N. Nottawa  
Sturgis, Michigan 49091  
TEL: 269-659-7222

10. The permission and access granted to GPM and EGLE under this Agreement shall terminate upon completion of the Work. The parties recognize that the Work includes periodic sampling of the groundwater monitoring wells. Accordingly, GPM may continue to collect groundwater samples from the monitoring wells at the Locations until such right of access is terminated by a written modification of this Agreement signed by both Parties.

11. By entering into this Agreement, neither Party waives any rights, claims or defenses it may have against the other under the law, nor makes any admission of liability or responsibility.

12. This writing constitutes the full and entire Agreement of the Parties regarding the subject matter hereof. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms or provisions shall not be affected and shall remain in full force and effect.

13. This agreement shall be governed by the laws of the State of Michigan.

14. Each party and signatory to this Access Agreement represents and warrants to the other party that it has full power, authority and legal rights, and has completed all proceedings and obtained all approvals necessary, to execute, deliver and perform this Agreement.

15. GPM hereby agrees to indemnify and hold the City harmless against any losses, claims, damages, or liabilities caused by GPM, EGLE, and their respective authorized agents, contractors and

subcontractors in connection with their activities pursuant to this Agreement

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representative as follows:

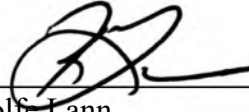
City of Sturgis

By: \_\_\_\_\_  
Andrew Kuk

Title: City Manager




GPM Southeast, LLC

By: \_\_\_\_\_  
Rolfe Lann

Title: Vice President, Environmental

And

By: \_\_\_\_\_  
Maury Bricks

Title: General Counsel





### Legend

- ⊕ Monitoring Well (MW) Location
- Proposed Monitoring Well Location
- x — Fence



0 10' 20' 40'

1 inch equals 20 feet



CLIENT: GPM Southeast, LLC

LOCATION: 1207 E Chicago Road  
Sturgis, Michigan

Attachment A

Admiral Station #5768  
Proposed Monitoring Well Locations

Site Status Report