



**AGENDA
CITY COMMISSION MEETING
WEDNESDAY, AUGUST 28, 2024
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM**

WORK SESSION 5:00 P.M.

1. Downtown Parking Plan

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
 - A. Action of Minutes of Previous Meetings
 - **APPROVE the minutes from the August 14, 2024 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$2,178,423.83 as presented.**
 - C. 2024 Oak Lawn Cemetery Tours
 - **APPROVE Oak Lawn Cemetery tours on September 7th and 8th as presented.**
 - D. 2024 Homecoming Parade and Fireworks
 - **APPROVE the request of Sturgis High School for the 2024 Homecoming Parade on October 11th and AUTHORIZE Deputy Director Fire Operations Andy Strudwick to approve the fireworks display as presented.**
9. UNFINISHED BUSINESS - None
10. NEW BUSINESS
 - A. Utility Rate Adjustments – Holly Keyser
 - B. Clark Logic IFT – Kenneth Rhodes
 - C. Fleis & Vandenbrink Service Agreement – Thomas Sikorski
 - D. Airport Consultant Selection – Thomas Sikorski
 - E. Airport Aerial Photography – Thomas Sikorski
 - F. SYCA Marketing Contract Extension – Jamie Eymer
 - G. Ambulance Purchase – Ryan Banaszak
 - H. Utility Line Clearance & City Tree Maintenance Bids – Chris McArthur
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – Purchase of Property
13. ADJOURN

Manager's Report

AUGUST 28, 2024



Submitted by:

A handwritten signature in black ink, appearing to read "Andrew Kuk", is positioned below the text "Submitted by:".

Andrew Kuk
City Manager

Work Session

1. Downtown Parking Plan

Staff: Andrew Kuk

In 2017 the City Commission approved a downtown parking policy, associated parking map, and corresponding ordinance language to guide the use of City-owned parking lots in the downtown area. This process included several work sessions with the Commission and public.

With new development in the downtown, including additional apartments and added or reconfigured parking lots, staff wants to review the existing plan with Commission and discuss potential changes. This work session would be the first step towards amendments to the policy. Other steps will include providing proposed changes to downtown stakeholders for their review, reviewing proposals and receiving feedback from the Sturgis Downtown Development Authority at their September meeting, and conducting a work session or open house with downtown stakeholders to receive further input on plans.

Included in your packet is a copy of the existing Downtown Parking Policy and associated maps, a copy of the relevant City Code of Ordinance sections, and a draft update of the parking maps.

Information Included in Packet:

1. Downtown Parking Policy w/maps APPROVED (12-20-17)
2. City Code of Ordinances Sec. 58-6. (g) through (k)
3. Draft Parking Map Updates

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for August 28, 2024 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the July 24, 2024 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$2,178,423.83 as presented.

8C. 2024 Oak Lawn Cemetery Tours

The Sturgis Historical Society (SHS) requests to conduct tours at Oak Lawn Cemetery September 7th & 8th. These tours will highlight the lives of ten Sturgis residents. The tour will include visits to the following grave sites:

Frances Clark, K-66

Phineas Wheat, Y-10

Budd Munson, JJ-02

Paul and Jean Casault, KK-37

Orley Kribs, BB-129

Margaret Olmstead, W-52

Madeleine Murphy Parker, Robert Snow and Priscilla Hoopingarner will also be recognized; however they are not buried at Oak Lawn Cemetery.

SHS will provide volunteer guides who will lead participants between grave sites. Costumed actors from the Sturgis Civic Players and the local community will portray the deceased delivering accounts of their lives.

The theme “They Guided Sturgis Youth” goes along with Mike Mort’s movie coming out in November, “A+ The Story of Education in Sturgis.”

The tour dates and times will be Saturday September 7th, 4:00 p.m. to 5:30 p.m. with tours leaving every half hour; and Sunday, September 8th, 2:00 p.m. to 3:30 p.m.

SHS will follow the Oak Lawn Cemetery Rules and Regulations and will follow up with staff prior to the tour dates regarding burials so there is no disruption. SHS holds an insurance policy for volunteers in the event of injury or damage to property.

SHS plans to have visitors park along Magnolia Street, in lots at Oaklawn Park and in parking spaces at the maintenance building. They are requesting use of a restroom at the maintenance building for volunteers.

Consent Agenda Motion:

APPROVE the 2024 Oak Lawn Cemetery Tours on September 7th and 8th as presented.

Information Included in Packet:

4. Cemetery Tour Map

8D. 2024 Homecoming Parade and Fireworks

Sturgis High School recently submitted a request for the 2024 Homecoming parade on Friday, October 11th. Per the proposed request, floats will line up on South Jefferson Street. The parade route is Chicago Road between Jefferson and South Maple, then south to East Congress, running east to the high school.

The school will work with the Police Department on preparations similar to years' past, which would include barricades at Chicago Road and Clay Street, officers posted at Chicago Road and Nottawa Street, and a police escort for the parade. Per policy, the City will waive labor fees associated with the parade as the school is a governmental organization.

Sturgis High School also plans to have a fireworks show as part of Homecoming activities on October 11th. Deputy Director Fire Operations Andy Strudwick would have final review and approval for a possible display, which is similar to previous years.

Consent Agenda Motion:

APPROVE the request of Sturgis High School for the 2024 Homecoming Parade on October 11th and AUTHORIZE Deputy Director Fire Operations Andy Strudwick to approve the fireworks display as presented.

10. New Business

A. Utility Rate Adjustments

Staff: Holly Keyser

The City Commission is required to approve utility rates for the ensuing fiscal year in accordance with the City's Code of Ordinances on or before September 1st. A review of the utility rates is conducted as part of the City's annual budget process. The rate sheets for electric, water and sewer are included in your packet.

The City has been working with Utility Financial Solutions (UFS) of Holland, Michigan for many years to assist with utility financial management and rate design in all three of the City's utility funds. These Enterprise Funds should be self-sustaining, meeting key financial targets for operating income, cash reserves and debt coverage. This year, long-term financial projection studies were conducted in the water and wastewater utilities; the results were presented during the Budget Work Session on June 17th. For the electric utility, the multi-year rate schedule was determined using the results of the cost-of-service study and recommended rate track presented last year during the Budget Work Session on June 21st.

Electric

The ensuing budget year is the second year of the rate track presented to the City Commission. Chris Lund of UFS has designed rate schedules for the remaining period through FY 2028 to streamline the rate-making process and reduce annual consulting fees. For the rate schedule in the budget, three years are presented, consistent with the water and wastewater rate schedules. Each year is designed to achieve the targeted revenue increase while progressing individual rate classes to better align with cost-of-service rates determined in 2023.

To better recover the fixed costs of the City's electric distribution system, the proposed rate design includes adjustments to the demand and service charges combined with changes in the per-kilowatt hour energy charges. The rate design and impacts by rate class are included in the packet.

The demand charge component is charged on a per-kilowatt (kW) basis and measures the maximum amount of power (kilowatts) used by the customer in a fifteen-minute period of time during the billing cycle. According to UFS, this rate

design component more accurately recovers the fixed costs of the City’s electric distribution system.

The per kilowatt hour (kWh) energy charge measures the total energy used by the customer during the billing period.

The twelve-month rolling average power cost adjustment factor (PCAF) tracks the difference between the actual cost of power and what was collected in the rates. The current monthly PCAF adjustment is a credit of \$0.001684 per kilowatt hour. Changes to the PCAF have a greater effect on the customers with higher energy usage.

Included in the proposed electric rate design is a per kilowatt hour rate for security lights. This rate would be applied to the usage per month for nonmetered fixtures as shown in the chart below:

UFS Wattage	Usage (kwh/mo)
37	13.31
39	14.03
76	27.35
91	32.74
100	35.98
133	47.85
135	48.57
175	62.97
250	89.95
400	143.92

A copy of the proposed electric rate design is included in your packet.

Wastewater

For the wastewater fund, the financial projection is recommending a five-year rate track including a 2.0 percent increase each year. This increase is necessary to meet the targets for financial stability of the utility. Staff are proposing a rate schedule for FY 2024-2025 (starting October 1, 2024), FY 2025-2026 (starting

October 1, 2025), and FY 2026-2027 (starting October 1, 2026), consistent with the financial projection model.

The rates are designed to achieve an increase in total revenue across all customer classes and to align with the results of the cost of service for each customer class. Consequently, the percentage change for a given customer varies by meter size and classification. The annual dollar impact range per month for FY 2025- FY 2027 is shown below by meter size and the schedule is included in the packet. The last rate adjustments were 2.5 percent each year for two years.

5/8-inch meter	\$.56-\$1.90
3/4-inch meter	\$1.17-\$2.31
1-inch meter	\$1.73-\$2.98
1.5-inch meter	\$3.33-\$5.50
2.0-inch meter	\$7.18-\$11.91

Water

For the water fund, the financial projection indicates a five-year rate track including a 6.9 percent increase each year. This increase is necessary to meet targets for financial stability of the utility. Decreasing consumption and increased costs for replacing lead service lines, along with other capital needs identified in the asset management plan have contributed to the need to increase these rates. Staff are proposing a rate schedule for FY 2024-2025 (starting October 1, 2024), FY 2025-2026 (starting October 1, 2025), and FY 2026-2027 (starting October 1, 2026), consistent with the financial projection model.

Tables outlining the customer impact of the changes by meter size and usage for FY 2024-2025 through FY 2026-2027 are included in your packet. The monthly impact for a residential user is between \$1.69 and \$5.25 per month depending upon the meter size and usage level. The last rate adjustments were 6.9 percent each year for three years.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the electric rates for billings beginning on October 1, 2024, October 1, 2025, October 1, 2026, and October 1, 2027, as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the wastewater and water rates for billings beginning on October 1, 2024, October 1, 2025, and October 1, 2026, as presented.

Staff Recommendation:

APPROVE/APPROVE

Information Included in Packet:

1. Proposed Utility Rate Schedules (3)
2. Electric Rate Design FY25-FY28
3. Wastewater Rate Impacts
4. Water Rate Impacts

10. New Business

B. Clark Logic IFT

Staff: Kenneth Rhodes

OPEN PUBLIC HEARING

Clark Logistics Group has submitted an Industrial Facilities Exemption Certificate application for the unfinished building they purchased in Stapleton Industrial Park. As stated in their application, this exemption is for the completion of the 100,800 square foot speculative facility. The estimated construction costs to complete the building is \$2,095,186.00 and should be completed by the end of 2024.

The exemption, if approved, will reduce the property tax bill for the building by around one-half (approximately \$32,000) for a period of 12 years, beginning in 2025 and ending in 2036. The portion of the building that was completed prior to the purchase will not be included in the exemption.

Included in your packet is the resolution for the exemption and IFEC application.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution approving an Industrial Facilities Exemption Certificate for Clark Logistics Group XXVIII as presented.

Staff Recommendation:

ADOPT

Information Included in Packet:

1. IFT Application and Related Documents
2. Resolution

10. New Business

C. Fleis & VandenBrink Service Agreement

Staff: Thomas Sikorski

The City's consulting engineer for sanitary sewer, wastewater treatment, and other engineering services has been Fleis and VandenBrink (F&V). F&V has been the wastewater treatment engineer since 2005. An RFQ for engineering services was put out in 2015 and F&V was awarded the contract at that time. F&V has been working under a General Services Agreement dated January 10, 2019; that agreement expired 02/27/2024. Staff recommends that F&V continue to be retained as the City's consulting engineer for sanitary sewer, wastewater treatment, and other engineering services.

Included with your packet is a draft Professional Services Agreement (“PSA”) between F&V and the City of Sturgis. This Agreement provides the general terms and conditions which apply when the City of Sturgis agrees to work with F&V. Specific projects are approved as to the scope of work and cost as amendments to this agreement; these amendments are approved by the Commission or staff as Task Orders. This PSA has no monetary value and does not guarantee work for F&V. This iteration of the agreement has no specific term and may be terminated by either party upon seven calendar days’ written notice.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Professional Services Agreement between the City of Sturgis and Fleis & VandenBrink Engineering, Inc. and AUTHORIZE the City Manager, Andrew Kuk to sign the Agreement on behalf of the City.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Fleis & Vandenbrink Service Agreement

10. New Business

D. Airport Consultant Selection

Staff: Thomas Sikorski

As part of Federal Aviation Administration (FAA) guidelines, airports periodically must conduct a selection process for the engineering firm which helps them prepare projects eligible for the Airport Capital Improvement Plan (ACIP) program. RFQ's were requested and received on July 22nd.

The City received two RFQs, one from its existing consultant, Mead & Hunt, and one from Woolpert. Like most engineering RFQs, the process as required by the FAA and MDOT Aero are qualification based and pricing was not considered. A subcommittee of Director of Public Services/Airport Manager Thomas Sikorski and Airport Advisory Committee members Alan Carter and Michael Van Meter reviewed the proposals. The Airport Advisory Committee did not meet in July, due to lack of quorum. Therefore, the sub-committee will submit a recommendation to the full Airport Advisory Committee on Tuesday August 27th at their regular scheduled meeting.

After reviewing and discussing both proposals, the sub-committee will provide a recommendation to continue with Mead & Hunt as the Airport's engineering consultant. This recommendation is based on Mead & Hunt's track record with the City of Sturgis and their familiarity with our facilities. Both firms offered capable engineers with airport experience, but Mead & Hunt's experience with Kirsch Municipal Airport gave them a decisive advantage in the view of the sub-Committee.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the selection of _____ as the airport engineer for Kirsch Municipal Airport.

Staff Recommendation:

APPROVE

10. New Business

E. Airport Aerial Photography

Staff: Thomas Sikorski

As part of Federal Aviation Administration (FAA) and Michigan Department of Transportation Aeronautics (MDOT Aero) guidelines, airports must periodically update their Airport Layout Plan (ALP). This plan includes items such as an FAA Airport Airspace Analysis Survey for all surfaces (runways, taxiways, etc.), updating and incorporating the obstacle data, and reviewing future uses and plans at the airport. Ultimately it creates a Master Plan-like document for the airport to reference and is utilized for many elements of airport operations, including grant-funded projects.

The overall ALP update project is being paid for as part of a grant through MDOT Aero, with work scheduled to be completed by Mead & Hunt. MDOT staff anticipates that the grant funds to be used for the ALP update is expected to be received in late fall 2024 or even early winter 2025. This timing does not support the acquisition of the necessary aerial photos or the LIDAR data to facilitate the ALP project development in early 2025. If these products must be acquired in spring 2025, it will delay the start of the project at least six or more months.

In order to expedite the ALP project, Mead & Hunt and City staff are recommending to schedule and complete the collection of aerial mapping and the LIDAR obstruction data required for the ALP update this fall, prior to leaf-off conditions. This would require the City to pay for this portion of the project up front and to be reimbursed after grant funding is available.

If approved, Mead & Hunt will authorize NV5 Geospacial (the subcontractor doing the work) to place the IRS aerial and LIDAR data collection on their flight schedule. Once collected, both NV5 and Mead & Hunt will hold that data until receipt of the fully executed ALP contract, in accordance with the federally funded project.

Mead & Hunt provided a proposal in the amount of \$15,000.00; \$7,000.00 for the imagery acquisition and \$8,000.00 for the LIDAR acquisition. Both the FY 2023-

2024 and FY 2024-2025 budgets have funding in excess of \$15,000.00 budgeted for the ALP project, so funds are available depending on when the flight takes place.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the proposal to conduct aerial mapping and LIDAR obstruction data collection from Mead & Hunt in the amount of fifteen thousand dollars (\$15,000.00) as presented and AUTHORIZE the City Manager to sign all necessary documents.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Mead & Hunt Proposal

10. New Business

F. SYCA Marketing Contract Extension

Staff: Jamie Eymmer

The Sturges-Young Center for the Arts (SYCA) is requesting to renew the marketing and branding contact with FocalPoint. The SYCA has contracted with FocalPoint for marketing services since June of 2022. Over the course of the most recent 18-month contract FocalPoint has worked to update the SYCA website, increase social media presence, establish and maintain cohesive branding on promotional material, and more.

During the proposed contract timeframe, FocalPoint would work with SYCA staff and volunteers to take what was learned during over the past few years and follow trends in the community, see what marketing is reaching a specific audience, and adjust and enhance our marketing efforts to capture further markets inside and outside of our immediate community.

A copy of the proposed contract is included in your packet. The contract term runs from October 1st, 2024 to September 30th, 2025 with a \$5,000.00 monthly retainer. This retainer is the same as the previous contract with FocalPoint, with a total contract price of \$60,000.00. This expense has been included in the FY 2024-2025 budget under Professional Services.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the renewal the Professional Services Agreement with FocalPoint from October 1, 2024 through September 30, 2025 with a five thousand dollar (\$5,000.00) monthly retainer fee as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Marketing Contract

10. New Business

G. Ambulance Purchase

Staff: Ryan Banaszak

The Commission approved the FY2024-25 budget which included the purchase of a new Ambulance for EMS operations. With this allocation, the Sturgis Department of Public Safety is requesting to purchase a Type 1, 4x4 Wheeled Coach Ambulance on the Ford F-550 chassis from Emergency Vehicles Plus (EV+) in Holland, Michigan. The specifics and drawings of this vehicle are included in the packet.

In 2022, when the Ambulance service was started, two new ambulances from EV+ along with a used ambulance were purchased. At that time, the ambulance service was not providing inter-facility transfers, and the third ambulance acted as a spare to ensure coverage when a primary unit was down for maintenance or mechanical issues. Since that time, in an effort to assist Sturgis Hospital in getting patients to other healthcare facilities to meet their medical needs, the ambulance service is providing those transfers. While this has provided additional revenue it also has caused the third ambulance to be used on a regular basis.

In the original operational plan discussed in 2022, the intent was to eventually run three ambulances to meet the needs of the community, for both emergency calls and transfers alike. Staff discussed a total life cycle of around 10 years for each ambulance and the purchase of this ambulance is in-line with those discussions and plan. The newest ambulance would take over as the primary response unit, with the lowest mileage ambulance of our original purchase becoming the secondary unit. The highest mileage ambulance would rotate into the reserve position for use when ambulances are out on transfers or otherwise tied up on calls. Staff recommends retaining the fourth ambulance to be stored for emergency use if a vehicle is damaged or out of service for a significant period of time. Additionally, this unit could potentially be rented out to other services in need of a loaner to generate additional revenue.

The Sturgis Department of Public Safety purchased the original two ambulances from EV+ in 2022. This purchase would be the third ambulance from EV+ and

would help keep the fleet uniform for preventive maintenance services as well as any warranty issues. In addition, the interior cabinets and set ups are primarily the same, allowing for easier integration from vehicle to vehicle for employees.

Furthermore, the current state of the ambulance manufacturing industry is greatly delayed. All the manufacturers are experiencing significant lag times in production of ambulances due to labor and material shortages. Currently, most manufacturers are over three years out from time of order to time of delivery. Knowing this information, EV+ put a placeholder on an ambulance for the City in 2023, allowing us the option to buy it with minimal wait time compared to others.

EV+ operates under Sourcewell group purchasing contracts, allowing us to continue working with them to coordinate the purchase of new ambulances in the future without having to implement the sealed bid process. This process will help ensure vehicles are received in a timely fashion and allows them to be rotated as planned to maximize operational life.

The purchase was anticipated in the budget as an installment purchase, with the interest payments included in the Ambulance Budget as part of the interest expense line item. Terms of the installment purchase will be put out to local lending agencies closer to delivery of the vehicle and brought back to the Commission for approval.

Proposed Motions:

Move that the Sturgis City Commission APPROVE/DENY the proposal from Emergency Vehicles Plus for the purchase of a Ford F-550 4x4 Wheeled Coach Ambulance and associated Stryker Cot and Power Load system in the amount of three hundred seventy-six thousand one hundred thirty-one dollars (\$376,131.00) as presented.

Information Included in Packet:

1. Ambulance Pricing
2. Ambulance Work Order
3. Ambulance Drawings

10. New Business

H. Utility Line Clearance & City Tree Maintenance Bids

Staff: Chris McArthur

Tree maintenance costs for the City of Sturgis are grouped into three main areas: tree management services, line clearance for the Electric Department, and public tree maintenance for the City parks and terrace areas. Contracts for all these areas run through the end of September.

Tree Management Services

Plant Growth Management Systems (PGMS) began providing tree management services for the City in October 2014. They prioritize line clearance and street tree maintenance activities to determine the most cost-effective way to trim, treat and remove trees, contact property owners, schedule the contractors, verify contractor work practices and review contractor invoices. They have done a great job clearing and maintaining our lines and taking care of City trees. In 2023, the City approved a new “evergreen” contract with PGMS allowing the contract to stay in place unless prices change, or the contract would be changed for some other reason. PGMS is requesting a 2.5% increase from \$71.80 to \$73.60 per hour for the Forestry Field Manager, necessitating approval of an amended agreement.

Line Clearance:

Right of way maintenance is the key to keeping power disruptions to a minimum. As seen in the major storm of 2021 and minor storms this year, trees cause many of our outages. Tree maintenance is our way of keeping those clearances open, trying to keep trees from falling into our lines. PGMS has been working to clean up our right-of-way for the past five years. Staff went out to bid on the line clearance portion of the tree maintenance program in 2023 and the Commission awarded the bid to Treecore, LLC for the FY 2023-24. Following the recommendation of PGMS, staff recommends awarding the contract for the second of a three-year bid cycle to Treecore, LLC for the FY 2024-25 season. This contract can be renewed for one more one-year period. This recommendation is based upon the following factors:

- They have all the necessary human and equipment resources to meet the contract needs.
- They have shown the ability to respond to extensive storm damage with sense of urgency & productivity, providing necessary equipment for such emergencies including cranes, mowers, and additional crews.
- They have extensive experience with Sturgis' right-of-way Line Clearance Program.

Treecore is proposing some minimal rate increases for FY 2024-25; a comparison spreadsheet is included in your packet. Many of the rates remain unchanged, while some costs associated with time and material work increased by 1% - 3%.

The total budget for line clearance in FY 2024-25 is \$777,040.00; this is significantly more than previous years due to a potential grant for \$379,800.00. The line clearance budget is part of the distribution line item of the Electric Department budget. Work between the awarded bidder and PGMS for line clearance activities will be planned within available funds, depending if the grant is received or not.

Public Tree Maintenance:

Staff went out to bid on the City tree maintenance program in 2023 and the Commission awarded the bid to Asplundh Tree Experts LLC for FY 2023-24. Following the recommendation of PGMS, staff is recommending awarding the contract for the second of a three-year bid cycle to Asplundh Tree Experts LLC for the FY 2024-25 season. This contract can be renewed for one more one-year period. This recommendation is based upon the following factors:

- They have all the necessary human and equipment resources to meet the contract needs.
- They are available to work on site 40 hours a week.
- They have extensive experience with Sturgis' City tree maintenance program.

Asplundh is proposing rate increases of between 2.5% and 3% for FY 2024-25; a comparison spreadsheet is included in your packet.

The FY 2024-25 budget for public tree maintenance is \$300,000.00. The public tree maintenance budget is part of the forestry line item in the general administration section of the Electric Department budget. Work with the awarded bidder and PGMS for line clearance activities will be planned within this budget amount.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the amended contract with Plant Growth Management Systems for Right of Way Management services for 2024-2025 as presented and AUTHORIZE City staff to sign all necessary documents.

Staff Recommendation:

APPROVE and AUTHORIZE

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the contract renewal with Treecore, LLC for line clearance services for 2024-2025 as presented and AUTHORIZE City staff to sign all necessary documents.

Staff Recommendation:

APPROVE and AUTHORIZE

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the contract renewal with Asplundh Tree Experts LLC for Public Tree Maintenance services for 2024-2025 as presented and AUTHORIZE City staff to sign all necessary documents.

Staff Recommendation:

APPROVE and AUTHORIZE

Information Included in Packet:

1. PGMS Recommendations and Proposed Contracts
2. Line Clearance Rate Comparison
3. Public Tree Rate Comparison

Noteworthy Meetings / Events

- Meeting with Franks Fund Committee | August 13th
- Township Supervisor Meeting | August 14th
- Chamber Event Planning Meeting - Business 101 in Spanish | August 16th
- Library on the Lawn Guest Reader | August 16th
- Retirement Board Meeting | August 20th
- Sturgis Neighborhood Program Groundbreaking | August 21st

Upcoming Events

- Chamber Business After Hours – President of GOCC | September 5th
- First Fridays Karaoke | SYCA | 8pm | September 6th
- City Commission Meeting & Work Session | 5:00 pm | September 9th
- MML Annual Convention | September 11th – September 13th
- Summer’s End | Downtown | 5:00pm-9pm | September 13th
- Barbecue Fest | Downtown | 12pm-7pm | September 28th
- Josh Gracin | SYCA | 7:30pm | September 28th

POLICY STATEMENT



DOWNTOWN PARKING POLICY

Effective Date: 12-20-17
Last Revised: 12-20-17

Office of Origin: City Manager's Office
Authorized By: City Commission

Policy Statement

Parking spaces in City-owned parking lots in the Central Business district (BC district) are regulated. Overnight parking is restricted during winter months. Length of parking and provisions for long-term and multiple space parking are described. Parking space categories include areas of Open Parking and Short-Term Parking (2 hours), as well as Winter Overnight Parking.

Purpose of Policy

The purpose of this policy is to provide guidance for the use of City-owned parking lots in the BC district (downtown).

Policy

- A. The policy will work in conjunction with the City Code of Ordinances and City of Sturgis Zoning Code, specifically Sec. 58-6.
- B. **Summer Overnight Parking.** During the months of April through October parking spaces in city-owned parking lots in the BC district will be open 24 hours a day.
- C. **Winter Overnight Parking.** During the months of November through March, in city-owned parking lots in the BC district, parking is prohibited from 2:00 a.m. to 6:00 a.m. except in parking spaces clearly identified by official sign, pavement marking, or both as overnight parking spaces.
- D. **Length of Parking in Municipal Lots.** As per the City Code of Ordinances Sec. 58-6 (g), no person shall park or store any motor vehicle for more than 48 consecutive hours in any parking lot owned by the City, except as provided under Section E of this policy.
- E. **Long term and multiple-space parking in BC district parking lots.** As stated in the City Code of Ordinances Sec. 58-6 (i), any owner, occupant, or the guest of any owner or occupant of a business or residence located in the BC district may park or store a motor vehicle or accessory vehicle in a city-owned BC district parking lot if registered with the Sturgis Police Department. At the time of registration, the police department will designate a location for parking and may designate the number of days for which registration will be effective. In no event may registered vehicles park in the location designated for a period in excess of ten business days.
- F. **Parking Categories.** Parking spaces in City-owned parking lots shall be divided into the following categories. Parking space designations will be made in the Downtown Parking Zones map which is included in this policy as Attachment A and incorporated by reference.

Downtown Parking Zones



Open Parking



Short-Term Parking (2 hours)



Winter Designated Overnight Parking (open parking 24 hours; first come, first serve)



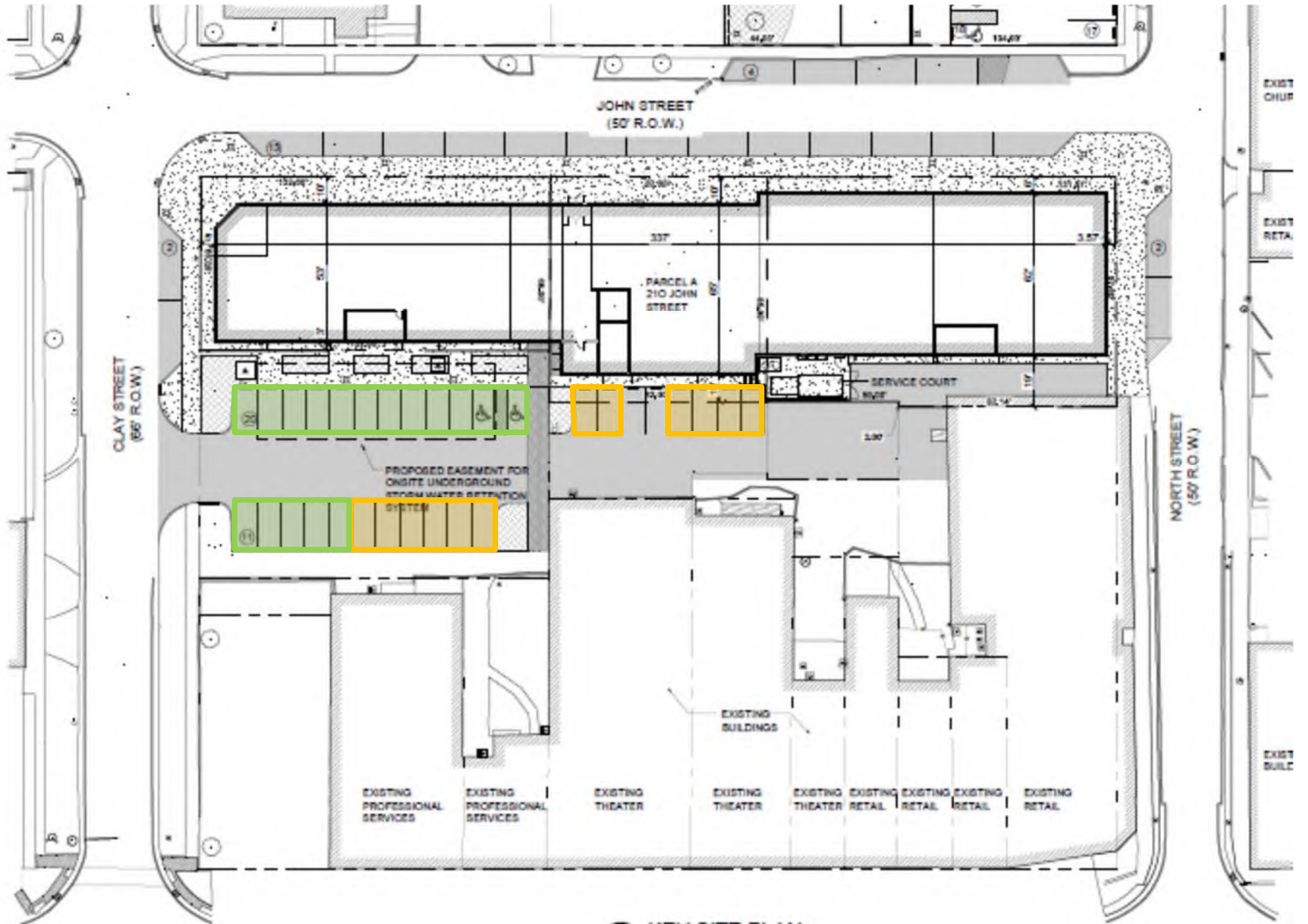
City Reserved Parking (No Public Parking)



Police Parking (6 am to 6 pm PD Parking Only; 6 pm to 2 am Open Parking)



Lots 1 & 2



Lot 3

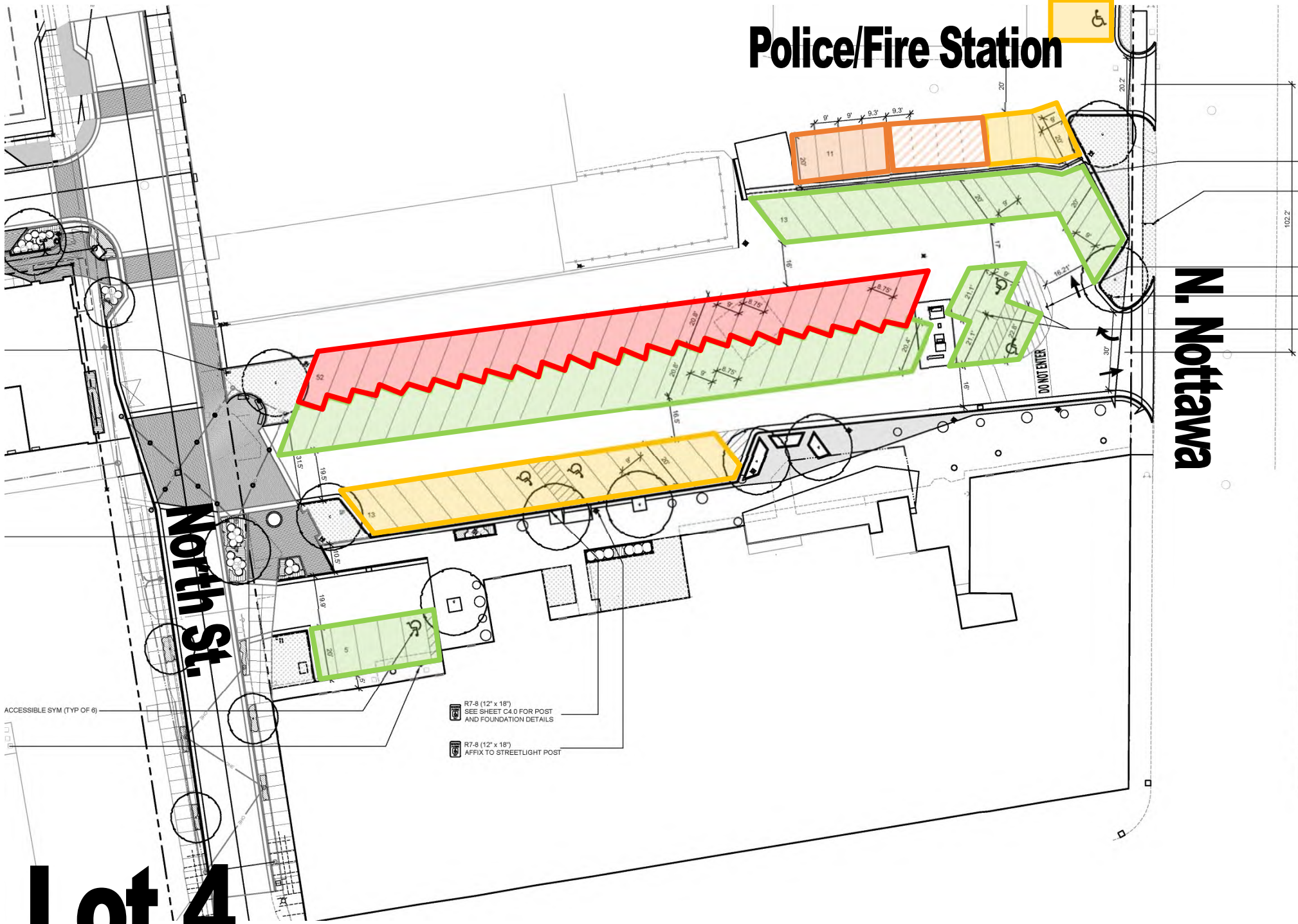
Police/Fire Station



N. Nottawa

North St.

Lot 4



R7-8 (12" x 18")
SEE SHEET C4.0 FOR POST
AND FOUNDATION DETAILS

R7-8 (12" x 18")
AFFIX TO STREETLIGHT POST



Lot 6



Lot 7



Lots 8 & 10



Lots 9 & 11

Sec. 58-6. Pedestrians and vehicular traffic in certain public areas.

...

- (g) *Parking restrictions.* No person shall park or store any motor vehicle with improper or expired registration plates; in any place where official signs prohibit parking; in any space clearly identified by official sign as being reserved for the handicapped; in any space identified by official sign for public safety vehicles; or for more than 48 consecutive hours in any park, cemetery, shopping center parking lot, or any parking lot owned by the city or any school district or other public corporation or quasi-corporation. Members of the police department are authorized to remove any motor vehicle so parked or stored to the nearest garage or other place of safety designated or maintained by the police department, and the disposition of such vehicle shall thereupon be governed by the procedure set forth in the Uniform Traffic Code adopted in section 58-5.
- (h) *Overnight parking restrictions in B-C district parking lots.* In city-owned parking lots in the B-C district, parking is prohibited during the months of November through March from 2:00 a.m. to 6:00 a.m. except in spaces clearly identified by official sign, pavement marking, or both as spaces for overnight parking. Parking in designated areas is limited to motor vehicles or accessory vehicles, including recreational vehicles and storage trailers, which occupy only one designated parking space. Motor or accessory vehicles occupying multiple spaces are required to be registered under the conditions of subsection (i) of this section.
- (i) *Long term and multiple-space parking in B-C district parking lots.* Any owner, occupant, or the guest of any owner or occupant of a business or residence located in the B-C district may park or store a motor vehicle or accessory vehicle in a city-owned B-C district parking lot if registered with the Sturgis Police Department. At the time of registration, the police department will designate a location for parking and may designate the number of days for which registration will be effective. In no event may registered vehicles park in the location designated for a period in excess of ten business days.
- (j) *Short term parking in B-C district parking lots.* Parking is restricted to not more than two consecutive hours in spaces clearly identified by official sign, pavement marking, or both as spaces for short term parking.
- (k) *Penalty for illegal parking in B-C district parking lots.* The penalty for violations of the restrictions in subsections (h) and (i) of this section consist of a \$50.00 fine for each night. After 24 hours, a vehicle in violation will be towed at the owner's expense. The penalty for violations of the restrictions in subsection (j) is a \$50.00 fine.

(Code 1969, § 73.02; Ord. of 5-24-2006; Ord. of 11-10-2010; Ord. of 1-10-2018(1))

Parking Lot 1



Parking Lot 2



- Open
- Short-Term (2 hr)
- Open/Overnight
- 15 Minute
- City Reserved Parking (no public parking)

Parking Lot 3



Open



Short-Term (2 hr)



Open/Overnight

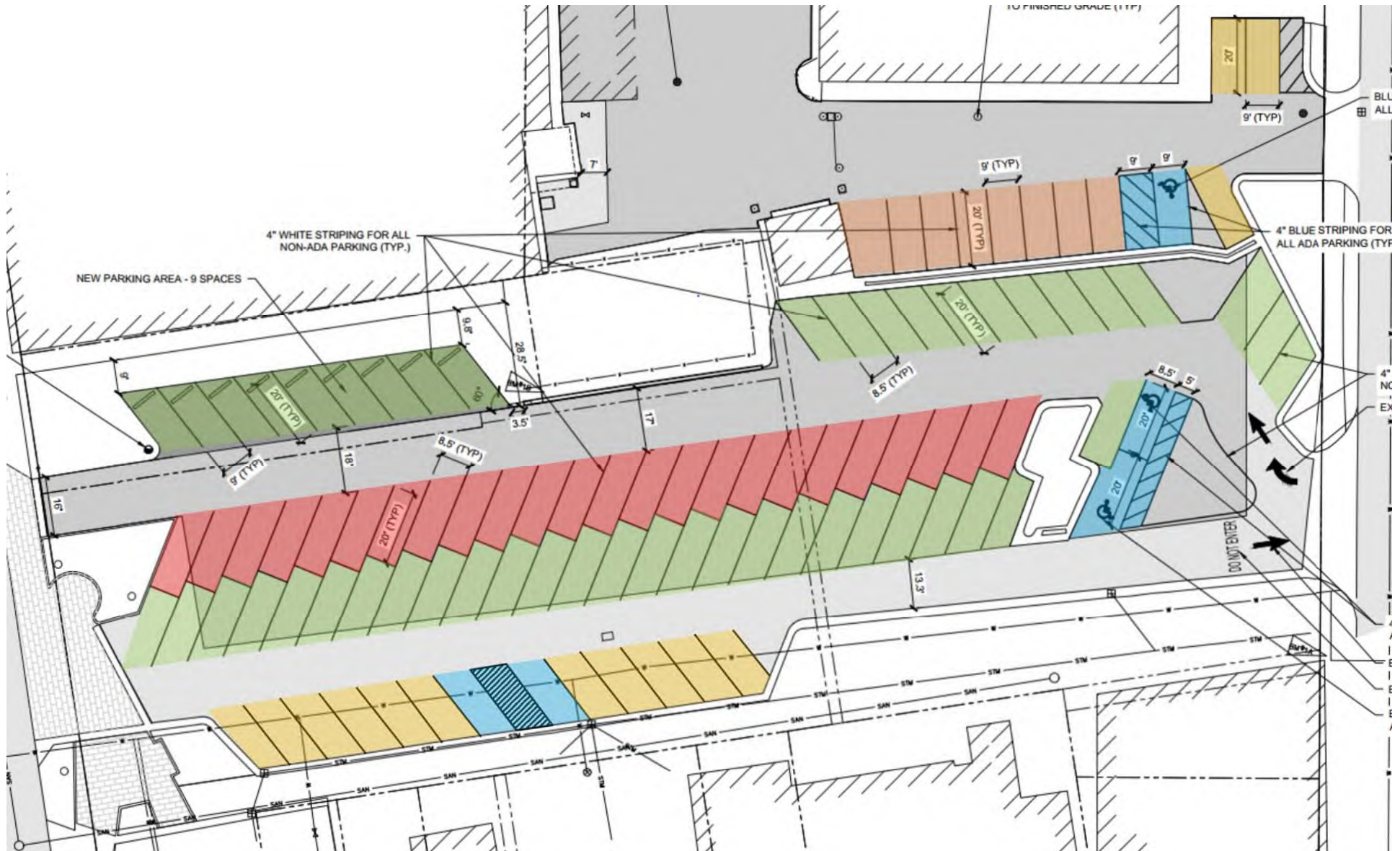


15 Minute



City Reserved Parking (no public parking)

Parking Lot 4 and Public Safety



- Open
- Short-Term (2 hr)
- Open/Overnight
- 15 Minute
- City Reserved Parking (no public parking)

Parking Lot 6



- Open
- Short-Term (2 hr)
- Open/Overnight
- 15 Minute
- City Reserved Parking (no public parking)

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, AUGUST 14, 2024
WIESLOCH RAUM – CITY HALL**

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

The Pledge of Allegiance was said by all present.

The Invocation was given by Vice-Mayor Miller.

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

Commissioners absent: Harrington, Hile

Also present: City Attorney, City Manager, City Controller, City Engineer, DPS Director, City Clerk

John Lego, 403 S. Orange, explained that he has concerns about the code enforcement officer.

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

Voting yea: Six Voting nay: None Absent: Harrington, Hile MOTION CARRIED

Moved by Comm. Smith and seconded by Comm. Mullins to approve the Consent Agenda of August 14, 2024 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the July 24, 2024 work session as presented.

APPROVE the minutes from the July 24, 2024 regular meeting as presented.

APPROVE the minutes from the July 25, 2024 work session as presented.

B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$3,017,995.62 as presented.

C. City Subdivision II Utility Easements

APPROVE the utility easements in City Sub 2 as presented.

D. Consent to Enter Private Property Agreement

APPROVE the Part 201 Consent to Enter Private Property form for parcel # 052 330 007 00 with the Michigan Department of Environment, Great Lakes, and Energy.

Voting yea: Six Voting nay: None Absent: Harrington, Hile MOTION CARRIED

Mayor Perez opened the Public Hearing on the proposed 2024-2025 fiscal year budget.

City Manager Andrew Kuk provided details on the various revenue and expenses included in the proposed budget.

There was no comment from the public.

The City Commission had discussion on items included in the proposed budget.

Mayor Perez closed the Public Hearing.

Moved by Comm. Smith and seconded by Comm. Mullins to adopt the 2024-25 annual City of Sturgis Budget Summary and Appropriation Resolution and approve the City of Sturgis Fee Schedule as presented.

Voting yea: Five Voting nay: Miller Absent: Harrington, Hile MOTION CARRIED

DPS Director Tom Sikorski provided details on the proposal to add another department employee in order to take over monitoring of the water system.

Moved by Comm. Smith and seconded by Comm. Bir to approve the hiring of an additional Department of Public Services Maintenance Worker as presented.

Voting yea: Six Voting nay: None Absent: Harrington, Hile MOTION CARRIED

DPS Director Tom Sikorski and City Manager Andrew Kuk provided details on reconstruction of airport taxilanes and associated contracts. Discussion followed.

Moved by Comm. Smith and seconded by Comm. Bir to approve a grant contract with the Michigan Department of Transportation for the Taxilane 5, 6, and 9 Reconstruction Project as presented with a total City matching cost not-to- exceed nineteen thousand dollars (\$19,000.00) contingent upon receipt of final contract language and staff review and authorize City Manager Andrew Kuk to sign all necessary documents.

Voting yea: Six Voting nay: None Absent: Harrington, Hile MOTION CARRIED

Moved by Comm. Smith and seconded by Comm. Bir to approve a contract for construction engineering with Mead & Hunt in the total amount of sixty-seven thousand, one hundred thirty-nine dollars and thirty-nine cents (\$67,139.39) as presented and approve a contract with Hoffman Bros., Inc. for Taxilane Rehabilitation project construction in the total amount of three hundred and twelve thousand, five hundred and fifty dollars and fifty-three cents (\$312,550.53) contingent upon execution of a grant contract with MDOT Aeronautics and review of final contract language and authorize City Manager Andrew Kuk to sign all necessary documents.

Voting yea: Six Voting nay: None Absent: Harrington, Hile MOTION CARRIED

Electric Department Superintendent Chris McArthur provided details on the bids received for the industrial and central substation construction project. Discussion followed.

Moved by Comm. Smith and seconded by Comm. Bir to approve the bid from Newkirk Electric for the Industrial and Central AEP Line relaying and breaker installation in the amount of one hundred forty-four thousand, seventy dollars (\$144,070.00) as presented.

Voting yea: Six Voting nay: None Absent: Harrington, Hile MOTION CARRIED

Moved by Comm. Smith and seconded by Comm. Bir to approve a contingency budget for the relaying and breaker installation project in the amount of fifteen thousand dollars (\$15,000.00).

Voting yea: Six Voting nay: None Absent: Harrington, Hile MOTION CARRIED

City Clerk/Treasurer Kenneth Rhodes provided information on applicants for three volunteer boards. Discussion followed.

Moved by Comm. Smith and seconded by Comm. Bir to appoint Samantha Worthington and Bennett Ahrens to the Zoning Board of Appeals and Roger Ringenberg as an alternate member, appoint Bennett Ahrens to the Elected Officials Compensation Committee, and appoint Anne Bentley to the Sturgis Housing Commission as the resident member.

Voting yea: Six Voting nay: None Absent: Harrington, Hile MOTION CARRIED

City Manager Andrew Kuk provided details on additional necessary work that needs to be completed as part of the parking lot 6 project.

Moved by Comm. Smith and seconded by Comm. Bir to approve an additional contingency budget for the Parking Lot 6 project in the amount of thirty-two thousand dollars (\$32,000.00) as presented.

Voting yea: Six Voting nay: None Absent: Harrington, Hile MOTION CARRIED

Moved by Comm. and seconded by Comm. to go into Closed Session to discuss the potential purchase of property.

Voting yea: Mullins, Bir, Nieves, Smith, Miller, Perez

Voting nay: None

Absent: Harrington, Hile

MOTION CARRIED

Meeting recessed at 7:30 p.m.

Meeting reconvened at 7:50 p.m.

The meeting was adjourned at 7:50 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 8/28/2024 Month: 11

Date	Check#	Vendor	VendorName	Amount
08/16/2024	PR0643M	00061	CITY OF STURGIS PAYROLL	350,022.88
08/26/2024	T16953M	04389	FRONTIER COMMUNICATIONS A	396.64
08/27/2024	T16954M	03770	MICHIGAN GAS UTILITIES	15.57
08/27/2024	T16955M	03770	MICHIGAN GAS UTILITIES	88.94
08/23/2024	T16956M	03770	MICHIGAN GAS UTILITIES	52.55
08/23/2024	T16957M	03770	MICHIGAN GAS UTILITIES	53.70
08/23/2024	T16958M	03770	MICHIGAN GAS UTILITIES	6,346.01
08/28/2024	T16959M	03770	MICHIGAN GAS UTILITIES	39.39
08/28/2024	T16960M	03770	MICHIGAN GAS UTILITIES	79.92
08/28/2024	T16961M	03770	MICHIGAN GAS UTILITIES	41.13
08/12/2024	T16962M	00512	CAMOCO FUEL SYSTEM	15,972.76
08/23/2024	T16963M	03173	FIFTH THIRD BANK	14,347.69
08/17/2024	T16964M	06388	ALLIANCE BEVERAGE DISTRIBUTING	178.95
08/13/2024	T16965M	00181	GORDON FOOD SERVICE	978.98
08/05/2024	T16966M	01450	FEDERAL ENERGY REGULATORY COMM	3,678.15
08/16/2024	T16967M	00062	CITY OF STURGIS-EMPLOYEE INS	71,262.51
08/16/2024	T16968M	00063	CITY OF STURGIS TAX TRANSFER	19,333.08
08/16/2024	T16969M	00064	INTL CITY MGMT ASSOC RETR CORP	9,866.84
08/16/2024	T16970M	00065	DOYLE MEMBERSHIP TRANSFER	3,024.01
08/16/2024	T16971M	03229	CITY OF STURGIS-WORKERS COMP	2,908.71
08/16/2024	T16972M	05123	COMERICA BANK-INST TRUST SERV	30,644.74
08/16/2024	T16973M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,111.00
08/07/2024	T16974M	05892	PAYCOR	1,128.66
08/12/2024	T16975M	04197	MI PUBLIC POWER AGENCY	262,854.17
08/12/2024	T16976M	00449	CENTURY BANK & TRUST	3,402.13
08/19/2024	T16977M	04197	MI PUBLIC POWER AGENCY	216,065.68
08/22/2024	T16978M	03858	FARMERS STATE BANK	7,781.90
08/19/2024	T16979M	05875	ALERUS FINANCIAL/MERS-STIPEND	2,700.00
Manual Total				1,026,376.69
08/28/2024	249756	00110	A & K PRINTING & POOLS	435.00
08/28/2024	249757	00066	ACTION QUICK PRINT PLUS	595.00
08/28/2024	249758	05634	ADAM EMERICK	80.00
08/28/2024	249759	03382	AGILE SAFETY LLC	187.11
08/28/2024	249760	05634	ALAN HARLESS	50.00
08/28/2024	249761	00296	ALDI, INC	7,500.00

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 8/28/2024 Month: 11

08/28/2024	249762	05986	ALPHA BUILDING CENTER-NOTTAWA	36.98
08/28/2024	249763	06119	AMAZON.COM SALES INC	8,289.43
08/28/2024	249764	06318	AMBULANCE BILLING NETWORK LLC	2,133.65
08/28/2024	249765	00339	AMERICAN PUBLIC WORKS ASSOC	895.00
08/28/2024	249766	06141	AMY SWETCOFF	150.00
08/28/2024	249767	00624	AQUA BLAST CARWASH SYSTEMS INC	224.00
08/28/2024	249768	05199	ASPHALT RESTORATION INC	100,122.00
08/28/2024	249769	02292	ASPLUNDH TREE EXPERT CO	19,216.64
08/28/2024	249770	05192	AVENTRIC TECHNOLOGIES LLC	326.00
08/28/2024	249771	00130	BANDHOLTZ PAINT MFG CO	322.11
08/28/2024	249772	05001	BAUCKHAM THALL SEEBER	1,067.28
08/28/2024	249773	05634	BEL-AIRE HEATING &	200.00
08/28/2024	249774	06117	BENITA ANN LEWIS	30.00
08/28/2024	249775	00072	BIRD, SCHESKE, REED & BEEMER,	3,386.87
08/28/2024	249776	02749	HARLAN BLOOD	15.00
08/28/2024	249777	00005	BOGEN CONCRETE INC	3,915.00
08/28/2024	249778	03327	BOUND TREE MEDICAL LLC	360.24
08/28/2024	249779	04354	BURR OAK TOOL INC	381.34
08/28/2024	249780	03343	BYLER ELECTRIC INC	13,058.69
08/28/2024	249781	06517	CARELINC MEDICAL EQUIP &SUPPLY	75.00
08/28/2024	249782	00364	CAROL DUSTIN	320.00
08/28/2024	249783	00296	CHRISTIAN W OWENS	59.53
08/28/2024	249784	03059	CONCORD EXCAVATING, LLC	493,492.72
08/28/2024	249785	06065	COOPER'S TRENCHING INC	2,700.00
08/28/2024	249786	05108	CORRIGAN OIL CO	1,556.51
08/28/2024	249787	06325	COTTIN'S HARDWARE	211.04
08/28/2024	249788	00296	CRISTINA GRANADOS	27.47
08/28/2024	249789	06516	CSM MECHANICAL LLC	1,718.56
08/28/2024	249790	06158	CULLIGAN WATER OF STURGIS	394.00
08/28/2024	249791	06557	CYRUS CHESTNUT	3,000.00
08/28/2024	249792	05629	DOG WASTE DEPOT	224.47
08/28/2024	249793	06340	DRIVEN DESIGN STUDIO LLC	1,000.00
08/28/2024	249794	06361	ECOLAYERS INC	775.00
08/28/2024	249795	06533	ENTERPRISE FM TRUST	1,267.52
08/28/2024	249796	05745	ERICA VARGAS SARCO	40.00
08/28/2024	249797	01271	EXCHANGE CLUB OF STURGIS MI	830.00
08/28/2024	249798	05151	FAWN RIVER MECHANICAL LLC	355.00

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 8/28/2024 Month: 11

08/28/2024	249799	05841	FERGUSON FACILITIES SUPPLY	368.26
08/28/2024	249800	05490	FERGUSON WATERWORKS #3386	1,675.53
08/28/2024	249801	00092	C L FISH - LOCKSMITH	81.18
08/28/2024	249802	00776	FLEIS & VANDENBRINK	153,817.72
08/28/2024	249803	04389	FRONTIER COMMUNICATIONS A	99.48
08/28/2024	249804	06563	G.L. BERG ENTERTAINMENT	1,300.00
08/28/2024	249805	06505	GALLS LLC	71.91
08/28/2024	249806	06468	GANNETT MICHIGAN LOCALiQ	204.05
08/28/2024	249807	06367	GMES LLC DBA FARWEST	230.00
08/28/2024	249808	00183	GRAINGER INC	1,113.83
08/28/2024	249809	04243	GRP ENGINEERING INC	9,760.00
08/28/2024	249810	05522	INTERSTATE BATTERIES-GREAT LKS	727.75
08/28/2024	249811	06199	JANSEN PLUMBING, HEATING &	650.20
08/28/2024	249812	00296	JASMINE D MATHIS	40.94
08/28/2024	249813	04355	JERGENS PIPING CORPORATION	9,335.00
08/28/2024	249814	06314	JODIE M JOHNSON	20.00
08/28/2024	249815	05842	JOHN DEERE FINANCIAL	1,950.74
08/28/2024	249816	06217	JOHN J FLOWERS	40.00
08/28/2024	249817	05634	JUAN RIVERA	50.00
08/28/2024	249818	06482	KENDRICK STATIONERS	185.14
08/28/2024	249819	04498	KIRSCH INDUSTRIAL PARK LLC	105,849.95
08/28/2024	249820	01656	KOORSEN FIRE & SECURITY INC	105.57
08/28/2024	249821	00212	KSS ENTERPRISES	646.63
08/28/2024	249822	04039	LAKELAND ASPHALT CORP	371.33
08/28/2024	249823	05977	LAKELAND INTERNET LLC	131.94
08/28/2024	249824	03684	LEXISNEXIS RISK SOLUTIONS	100.00
08/28/2024	249825	00220	LITHO PRINTERS INC	197.97
08/28/2024	249826	05150	MALWAREBYTES CORPORATION	7,367.50
08/28/2024	249827	06250	MARANA GROUP	4,507.91
08/28/2024	249828	03095	MARY DRESSER	30.00
08/28/2024	249829	04958	MICHIANA MILLWORKS	200.00
08/28/2024	249830	03774	STATE OF MICHIGAN	173.00
08/28/2024	249831	04702	MILLER JOHNSON ATTORNEYS	914.06
08/28/2024	249832	04014	MILLERS SALES & SERVICE	438.26
08/28/2024	249833	00847	MWEA	360.00
08/28/2024	249834	06267	NEW CREATIONS LANDSCAPE LLC	3,182.41
08/28/2024	249835	05634	NICK METZGER	50.00

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 8/28/2024 Month: 11

08/28/2024	249836	06471	NTH CONSULTANTS, LTD	1,355.00
08/28/2024	249837	05042	PLANT GROWTH MANAGEMENT SYSTEM	11,488.00
08/28/2024	249838	00033	POSTNET POSTAL & BUSINESS	880.00
08/28/2024	249839	00485	POWER LINE SUPPLY	3,677.25
08/28/2024	249840	04481	PROF SPORTS SPECIFIC TRAINING	180.00
08/28/2024	249841	05634	RANDY REINOEHL	130.00
08/28/2024	249842	05739	RENEWABLE WORLD ENERGIES LLC	3,627.19
08/28/2024	249843	00035	RESCO	9,757.40
08/28/2024	249844	06038	REVOLUTION HEALTH, P.C.	440.00
08/28/2024	249845	06521	RICKETT'S LAWN CARE	3,150.00
08/28/2024	249846	00296	ROCKFORD CONSTRUCTION	123.92
08/28/2024	249847	05765	SELKING INTERNATIONAL	72.92
08/28/2024	249848	05948	SILVERSMITH INC	2,600.00
08/28/2024	249849	06033	SPECTRUM PRINTERS INC	500.00
08/28/2024	249850	06559	STATELINE MECHANICAL	408.94
08/28/2024	249851	06487	STURGIS ACE HARDWARE	123.83
08/28/2024	249852	00042	STURGIS ELECTRIC MOTOR	784.00
08/28/2024	249853	00507	STURGIS OVERHEAD DOOR & LADDER	848.64
08/28/2024	249854	06134	SWANK MOTION PICTURES INC	385.00
08/28/2024	249855	06527	SWARTHOUT EXCAVATING LLC	102,227.75
08/28/2024	249856	06107	TALIA YEOMAN	455.00
08/28/2024	249857	06188	TASTEFUL KREATIONS	1,452.00
08/28/2024	249858	00046	TELE-RAD INC	25.00
08/28/2024	249859	06151	THE NAKED SHIRT CUSTOM PRINTNG	757.00
08/28/2024	249860	01238	UNITED PARCEL SERVICE	54.30
08/28/2024	249861	04453	VERIZON WIRELESS	2,401.10
08/28/2024	249862	06106	VIKING - CIVES GROUP	7,272.50
08/28/2024	249863	03511	WASTE MANAGEMENT	4,553.11
08/28/2024	249864	04994	W MICHIGAN INTERNATIONAL LLC	146.64
08/28/2024	249865	06503	WM W NUGENT & CO (INC)	385.46
08/28/2024	D02388	04732	ALTA EQUIPMENT COMPANY	8,870.09
08/28/2024	D02389	00340	AMERICAN SAFETY & FIRST AID	209.38
08/28/2024	D02390	02983	CINTAS LOCATION #351	1,359.20
08/28/2024	D02391	06244	EMERGENCY VEHICLES PLUS	2,041.65
08/28/2024	D02392	00019	KENDALL ELECTRIC INC	44.28
08/28/2024	D02393	05121	MICKEY'S LINEN	194.18
08/28/2024	D02394	06069	NAPA AUTO PARTS	92.99

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 8/28/2024 Month: 11

08/28/2024	D02395	06125	THE COPY IMAGE INC	632.50
08/28/2024	D02396	05777	TRACE ANALYTICAL LABORATORIES	968.50
Automatic Total				1,152,047.14
Grand Total				2,178,423.83

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 08/11/2024
PR0643M PAYROLL DATE 08/16/2024

GENERAL	\$164,426.08
MAJOR STREET	5,546.33
LOCAL STREET	5,513.48
CEMETERY	5,623.64
AIRPORT	1,489.07
BUILDING	3,595.40
HOUSING DEPARTMENT	64.75
STURGES-YOUNG CENTER FOR THE ARTS	5,533.50
RECREATION	5,375.36
DOYLE RECREATION CENTER	9,256.99
AMBULANCE	14,838.13
ELECTRIC	94,046.55
SEWER	18,421.42
WATER	13,687.02
MOTOR VEHICLE	2,605.16
Payroll Sub-Total	\$350,022.88



South Nottawa Street

N
W + E
S

Cemetery Tours 2024 travel

**CITY OF STURGIS
ELECTRIC DEPARTMENT
Rates effective for all billings beginning October 1**

Approved Rate Schedule

Customer Class	Energy Waste Reduction Surcharge	2024			2025			2026		
		Service Charge	Demand Charge per kW	Energy Charge per kWh	Service Charge	Demand Charge per kW	Energy Charge per kWh	Service Charge	Demand Charge per kW	Energy Charge per kWh
Residential Service - Rate A	\$0.00091 / kWh	\$ 19.00	\$ 4.35	\$ 0.08010	\$ 19.75	\$ 5.75	\$ 0.07810	\$ 20.50	\$ 7.15	\$ 0.07560
Residential Rural Service - Rate B	\$0.00091 / kWh	\$ 25.25	\$ 4.35	\$ 0.08930	\$ 25.50	\$ 5.75	\$ 0.08730	\$ 25.75	\$ 7.15	\$ 0.08580
General Service - Rate C	\$3.67 / meter	\$ 40.50	\$ 9.15	\$ 0.11730	\$ 43.25	\$ 11.15	\$ 0.11380	\$ 46.00	\$ 13.15	\$ 0.11080
Commerical & Industrial - Rate D-Secondary	\$36.62/meter	\$ 152.00	\$ 19.15	\$ 0.07014	\$ 154.00	\$ 18.35	\$ 0.07704	\$ 156.00	\$ 17.55	\$ 0.08444
Commerical & Industrial - Rate D-Primary Svc Discount	\$36.62/meter	\$ 152.00	\$ 18.27	\$ 0.07014	\$ 154.00	\$ 17.52	\$ 0.07704	\$ 156.00	\$ 16.77	\$ 0.08444
Comm & Ind - Rate D Time of Use (TOU)-Secondary	\$36.62/meter	\$ 179.00	\$ 13.05		\$ 181.00	\$ 13.05		\$ 183.00	\$ 13.05	
Comm & Ind - Rate D TOU-Primary Service Discount	\$36.62/meter	\$ 179.00	\$ 12.02		\$ 181.00	\$ 12.02		\$ 183.00	\$ 12.02	
Energy - On Peak kWh				\$ 0.07510			\$ 0.07510			\$ 0.07510
Energy - Off Peak kWh				\$ 0.05610			\$ 0.05610			\$ 0.05610
Energy - Critical Peak kWh				\$ 0.15610			\$ 0.15610			\$ 0.15610
Primary Power Service - Rate PP	\$478.44/meter	\$ 575.00	\$ 19.30	\$ 0.06390	\$ 575.00	\$ 19.30	\$ 0.06390	\$ 575.00	\$ 19.30	\$ 0.06390
Primary Power Service - Rate PP Time of Use	\$478.44/meter	\$ 765.00	\$ 13.65		\$ 765.00	\$ 13.65		\$ 765.00	\$ 13.65	
Demand Charge per kW										
Energy - On Peak kWh				\$ 0.07510			\$ 0.07510			\$ 0.07510
Energy - Off Peak kWh				\$ 0.05610			\$ 0.05610			\$ 0.05610
Energy - Critical Peak kWh				\$ 0.15610			\$ 0.15610			\$ 0.15610
PCAF Base Included in Rates				\$ 0.06600			\$ 0.06600			\$ 0.06600
Projected Average PCAF				\$ 0.00638			\$ 0.00638			\$ 0.00638
Lighting kWh Rate - Average All in per kWh (excluding PCA/customer charge)				\$ 0.12429			\$ 0.13652			\$ 0.14924

The rates specified above shall include a Power Cost Adjustment Factor as detailed in Schedule PCAF-1

CITY OF STURGIS
WASTEWATER DEPARTMENT
Rates effective for all billings beginning October 1
Approved Rate Schedule

2024	
Commodity Charge per 1000 Gallons	
	\$ 5.20
Rate Increase	2.5%
Meter Size and Classification	Customer Charge
5/8 - Inside	\$ 19.75
3/4 - Inside	\$ 30.00
1 - Inside	\$ 46.00
1.5 - Inside	\$ 67.00
2 - Inside	\$ 136.00
3 - Inside	\$ 200.00
4 - Inside	\$ 289.00
6 - Inside	\$ 555.00
8 - Inside	\$ 903.00
Flat Charged - Inside	\$ 64.20
5/8 - Rural	\$ 26.00
3/4 - Rural	\$ 42.00
1 - Rural	\$ 64.00
1.5 - Rural	\$ 93.00
2 - Rural	\$ 188.00
3 - Rural	\$ 283.00
4 - Rural	\$ 408.00
6 - Rural	\$ 806.00
8 - Rural	\$ 1,324.00
Flat Charged - Rural	\$ 77.00

Surcharges for Wastewater in excess of Domestic Strength

Rates per Pound

BOD	\$ 0.99
Total Suspended Solids	\$ 0.64
Total Phosphorus	\$ 2.77
Nitrates	\$ 0.81

CITY OF STURGIS
WATER DEPARTMENT
Rates effective for all billings beginning October 1
Approved Rate Schedule

2024	
Commodity Charge per 1000 Gallons	
0 - 50,000 Gallons - Inside	\$ 3.25
Over 50,000 Gallons - Inside	\$ 2.90
0 - 50,000 Gallons - Rural	\$ 6.50
Over 50,000 Gallons - Rural	\$ 5.80
Rate Increase	6.9%

Meter Size and Classification	Customer Charge
5/8 - Inside	\$ 18.00
3/4 - Inside	\$ 22.50
1 - Inside	\$ 39.50
1.5 - Inside	\$ 69.25
2 - Inside	\$ 112.50
3 - Inside	\$ 213.00
4 - Inside	\$ 329.00
6 - Inside	\$ 664.00
8 - Inside	\$ 1,007.50
Flat Charged - Inside	\$ 62.25
5/8 - Rural	\$ 18.00
3/4 - Rural	\$ 22.50
1 - Rural	\$ 39.50
1.5 - Rural	\$ 69.25
2 - Rural	\$ 112.50
3 - Rural	\$ 213.00
4 - Rural	\$ 329.00
6 - Rural	\$ 664.00
8 - Rural	\$ 1,007.50
Flat Charged - Rural	\$ 124.50

City of Sturgis

Rate Design

7/16/2024

Utility Financial Solutions, LLC

Email: clund@ufsweb.com
231-342-9798

Submitted Respectfully by:
Chris Lund
Project Manager, Utility Financial Solutions, LLC



City of Sturgis
Rate Design
Rate Design Summary
7/16/2024

	FY2023	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2024	FY2025	FY2026	FY2027	FY2028	Base (without PCA)
	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
	Revenues Under	Revenues	Revenues Under	Revenues Under	Revenues Under	Revenues Under	Revenues Under	Percentage	Percentage	Percentage	Percentage	Percentage	
	FY2023 Rates	Under FY2023	FY2024 Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Change Year	Change Year	Change Year	Change Year	Change Year	
Customer Class	(COS)	Rates	Year 1	Year 2	Year 3	Year 4	Year 5	1	2	3	4	5	COS
Security Lights	63,211	\$ 63,211	\$ 66,940	\$ 70,387	\$ 74,012	\$ 77,824	\$ 81,832	5.9%	5.1%	5.1%	5.1%	5.1%	4.5%
Street Lights	60,000	\$ 60,000	\$ 64,775	\$ 69,951	\$ 75,440	\$ 81,400	\$ 87,830	8.0%	8.0%	7.8%	7.9%	7.9%	212.8%
Residential Service - Rate A	4,548,494	\$ 4,548,494	\$ 4,862,494	\$ 5,255,589	\$ 5,694,563	\$ 6,149,922	\$ 6,621,665	6.9%	8.1%	8.4%	8.0%	7.7%	22.6%
Residential Rural Service - Rate B	2,566,946	\$ 2,566,946	\$ 2,740,645	\$ 2,913,715	\$ 3,111,117	\$ 3,317,209	\$ 3,531,991	6.8%	6.3%	6.8%	6.6%	6.5%	19.2%
General Service - Rate C	5,932,540	\$ 5,932,540	\$ 6,132,366	\$ 6,341,023	\$ 6,598,161	\$ 6,872,614	\$ 7,164,381	3.4%	3.4%	4.1%	4.2%	4.2%	1.9%
Commercial & Industrial - Rate D	1,748,368	\$ 1,748,368	\$ 1,792,318	\$ 1,835,467	\$ 1,897,402	\$ 1,966,047	\$ 2,041,400	2.5%	2.4%	3.4%	3.6%	3.8%	1.6%
Commercial & Industrial - Rate D (Time of Use)	844,546	\$ 844,546	\$ 890,034	\$ 950,564	\$ 1,006,686	\$ 1,066,475	\$ 1,129,928	5.4%	6.8%	5.9%	5.9%	5.9%	4.5%
Primary Power Service - Rate PP	1,825,859	\$ 1,877,479	\$ 1,925,363	\$ 1,971,358	\$ 2,038,379	\$ 2,112,909	\$ 2,194,949	2.6%	2.4%	3.4%	3.7%	3.9%	1.6%
Primary Power Service - Rate PP (Time of Use)	8,339,573	\$ 8,508,310	\$ 8,961,504	\$ 9,363,007	\$ 9,671,810	\$ 9,993,948	\$ 10,329,421	5.3%	4.5%	3.3%	3.3%	3.4%	4.0%
Totals	\$ 25,929,535	\$ 26,149,893	\$ 27,436,439	\$ 28,771,061	\$ 30,167,571	\$ 31,638,347	\$ 33,183,398	4.9%	4.9%	4.9%	4.9%	4.9%	8.5%

City of Sturgis
Electric Rate Design

Projected Residential Service - Rate A Rates

Rates	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	COS	Units
	Prior	Year 1	Year 2	Year 3	Year 4	Year 5		
Monthly Facilities Charge:								
All Customers	\$ 18.00	\$ 18.25	\$ 19.00	\$ 19.75	\$ 20.50	\$ 21.25	\$ 20.71	51,240
Energy Charge:								
Non Summer On-Peak	\$ 0.08650	\$ 0.08350	\$ 0.08010	\$ 0.07810	\$ 0.07660	\$ 0.07560	\$ 0.04353	10,651,137
Non Summer Off-Peak	\$ 0.08650	\$ 0.08350	\$ 0.08010	\$ 0.07810	\$ 0.07660	\$ 0.07560	\$ 0.04353	-
Non Summer Critical-Peak	\$ 0.08650	\$ 0.08350	\$ 0.08010	\$ 0.07810	\$ 0.07660	\$ 0.07560	\$ 0.04353	-
Summer On-Peak	\$ 0.08650	\$ 0.08350	\$ 0.08010	\$ 0.07810	\$ 0.07660	\$ 0.07560	\$ 0.04353	22,118,964
Summer Off-Peak	\$ 0.08650	\$ 0.08350	\$ 0.08010	\$ 0.07810	\$ 0.07660	\$ 0.07560	\$ 0.04353	-
Summer Critical-Peak	\$ 0.08650	\$ 0.08350	\$ 0.08010	\$ 0.07810	\$ 0.07660	\$ 0.07560	\$ 0.04353	-
Demand Charge:								
All Demand	\$ 1.75	\$ 2.95	\$ 4.35	\$ 5.75	\$ 7.15	\$ 8.55	\$ 9.13	332,917
Power Cost Adjustment:								
All Energy * As updated and changed by Staff	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638		32,770,101
Revenue from Rate	\$ 4,548,494	\$ 4,862,494	\$ 5,255,589	\$ 5,694,563	\$ 6,149,922	\$ 6,621,665	\$ 5,528,695	
Change from Previous		6.9%	8.1%	8.4%	8.0%	7.7%	\$ 5,528,695	<---COS 2023
Cumulative Change		6.9%	15.5%	25.2%	35.2%	45.6%	21.6%	
Energy Average	640							
Non Summer Average	624							
Summer Average	648							
Monthly Customers	4,270							
Current Average Bill	\$ 88.77							
Year 1 Average Bill	\$ 94.90							
Average % Change	6.9%							
Monthly Change	\$ 6.13							
Avg. Demand	6.50							
Avg. Load Factor	13.5%							
Average Monthly Bill	\$ 88.77	\$ 94.90	\$ 102.57	\$ 111.14	\$ 120.02	\$ 129.23		
Average Monthly Bill Change per Year		\$ 6.13	\$ 7.67	\$ 8.57	\$ 8.89	\$ 9.21		
Average Monthly Bill Change Cumulative		\$ 6.13	\$ 13.80	\$ 22.37	\$ 31.25	\$ 40.46		
Average All In per kWh	\$ 0.13880	\$ 0.14838	\$ 0.16038	\$ 0.17377	\$ 0.18767	\$ 0.20206		
Lighting kWh Rate - Average All In per kWh (excluding PCA, excluding customer charge)	\$ 0.10428	\$ 0.11347	\$ 0.12429	\$ 0.13652	\$ 0.14924	\$ 0.16246		

City of Sturgis
Electric Rate Design

Projected Residential Rural Service - Rate B Rates

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028		
Rates	Prior	Year 1	Year 2	Year 3	Year 4	Year 5	COS	Units
Monthly Facilities Charge:								
All Customers	\$ 24.75	\$ 25.00	\$ 25.25	\$ 25.50	\$ 25.75	\$ 26.00	\$ 24.50	21,636
Energy Charge:								
Non Summer On-Peak	\$ 0.09420	\$ 0.09270	\$ 0.08930	\$ 0.08730	\$ 0.08580	\$ 0.08480	\$ 0.04343	5,771,310
Non Summer Off-Peak	\$ 0.09420	\$ 0.09270	\$ 0.08930	\$ 0.08730	\$ 0.08580	\$ 0.08480	\$ 0.04343	-
Non Summer Critical-Peak	\$ 0.09420	\$ 0.09270	\$ 0.08930	\$ 0.08730	\$ 0.08580	\$ 0.08480	\$ 0.04343	-
Summer On-Peak	\$ 0.09420	\$ 0.09270	\$ 0.08930	\$ 0.08730	\$ 0.08580	\$ 0.08480	\$ 0.04343	11,608,649
Summer Off-Peak	\$ 0.09420	\$ 0.09270	\$ 0.08930	\$ 0.08730	\$ 0.08580	\$ 0.08480	\$ 0.04343	-
Summer Critical-Peak	\$ 0.09420	\$ 0.09270	\$ 0.08930	\$ 0.08730	\$ 0.08580	\$ 0.08480	\$ 0.04343	-
Demand Charge:								
All Demand	\$ 1.75	\$ 2.95	\$ 4.35	\$ 5.75	\$ 7.15	\$ 8.55	\$ 10.82	161,966
Power Cost Adjustment:								
All Energy * As updated and changed by Staff	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638		17,379,959
Revenue from Rate	\$ 2,566,946	\$ 2,740,645	\$ 2,913,715	\$ 3,111,117	\$ 3,317,209	\$ 3,531,991	\$ 3,037,365	
Change from Previous		6.8%	6.3%	6.8%	6.6%	6.5%	\$ 3,037,365	<---COS 2023
Cumulative Change		6.8%	13.5%	21.2%	29.2%	37.6%	18.3%	
<hr/>								
Energy Average	803							
Non Summer Average	800							
Summer Average	805							
Monthly Customers	1,803							
Current Average Bill	\$ 118.64							
Year 1 Average Bill	\$ 126.67							
Average % Change	6.8%							
Monthly Change	\$ 8.03							
<hr/>								
Avg. Demand	7.49							
Avg. Load Factor	14.7%							
<hr/>								
Average Monthly Bill	\$ 118.64	\$ 126.67	\$ 134.67	\$ 143.79	\$ 153.32	\$ 163.25		
Average Monthly Bill Change per Year		\$ 8.03	\$ 8.00	\$ 9.12	\$ 9.53	\$ 9.93		
Average Monthly Bill Change Cumulative		\$ 8.03	\$ 16.03	\$ 25.15	\$ 34.68	\$ 44.60		
Average All In per kWh	\$ 0.14770	\$ 0.15769	\$ 0.16765	\$ 0.17901	\$ 0.19086	\$ 0.20322		

City of Sturgis

Electric Rate Design

Projected General Service - Rate C Rates

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028		
Rates	Prior	Year 1	Year 2	Year 3	Year 4	Year 5	COS	Units
Monthly Facilities Charge:								
All Customers	\$ 35.75	\$ 37.75	\$ 40.50	\$ 43.25	\$ 46.00	\$ 48.75	\$ 46.40	11,724
Energy Charge:								
Non Summer On-Peak	\$ 0.12910	\$ 0.12220	\$ 0.11730	\$ 0.11380	\$ 0.11080	\$ 0.10830	\$ 0.04336	11,487,596
Non Summer Off-Peak	\$ 0.12910	\$ 0.12220	\$ 0.11730	\$ 0.11380	\$ 0.11080	\$ 0.10830	\$ 0.04336	-
Non Summer Critical-Peak	\$ 0.12910	\$ 0.12220	\$ 0.11730	\$ 0.11380	\$ 0.11080	\$ 0.10830	\$ 0.04336	-
Summer On-Peak	\$ 0.12910	\$ 0.12220	\$ 0.11730	\$ 0.11380	\$ 0.11080	\$ 0.10830	\$ 0.04336	23,141,476
Summer Off-Peak	\$ 0.12910	\$ 0.12220	\$ 0.11730	\$ 0.11380	\$ 0.11080	\$ 0.10830	\$ 0.04336	-
Summer Critical-Peak	\$ 0.12910	\$ 0.12220	\$ 0.11730	\$ 0.11380	\$ 0.11080	\$ 0.10830	\$ 0.04336	-
Demand Charge:								
All Demand	\$ 4.75	\$ 7.15	\$ 9.15	\$ 11.15	\$ 13.15	\$ 15.15	\$ 23.09	173,049
Power Cost Adjustment:								
All Energy * As updated and changed by Staff	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638		34,629,071
Revenue from Rate	\$ 5,932,540	\$ 6,132,366	\$ 6,341,023	\$ 6,598,161	\$ 6,872,614	\$ 7,164,381	\$ 6,041,606	
Change from Previous		3.4%	3.4%	4.1%	4.2%	4.2%	\$ 6,041,606	<---COS 2023
Cumulative Change		3.4%	6.9%	11.2%	15.8%	20.8%	1.8%	
<hr/>								
Energy Average	2,954							
Non Summer Average	2,940							
Summer Average	2,961							
Monthly Customers	977							
Current Average Bill	\$ 506.02							
Year 1 Average Bill	\$ 523.06							
Average % Change	3.4%							
Monthly Change	\$ 17.04							
<hr/>								
Avg. Demand	14.76							
Avg. Load Factor	27.4%							
<hr/>								
Average Monthly Bill	\$ 506.02	\$ 523.06	\$ 540.86	\$ 562.79	\$ 586.20	\$ 611.09		
Average Monthly Bill Change per Year		\$ 17.04	\$ 17.80	\$ 21.93	\$ 23.41	\$ 24.89		
Average Monthly Bill Change Cumulative		\$ 17.04	\$ 34.84	\$ 56.77	\$ 80.18	\$ 105.07		
Average All In per kWh	\$ 0.17132	\$ 0.17709	\$ 0.18311	\$ 0.19054	\$ 0.19846	\$ 0.20689		

City of Sturgis

Electric Rate Design

Projected Commercial & Industrial - Rate D Rates

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028			
Rates	Prior	Year 1	Year 2	Year 3	Year 4	Year 5	COS	Units	Min kW Charged
Demand - Secondary Rate (Min kW)	\$ 942.50	\$ 997.50	\$ 957.50	\$ 917.50	\$ 877.50	\$ 837.50			50
Demand - Primary Service Discount Rate (Min kW)	\$ 898.50	\$ 950.93	\$ 913.43	\$ 875.93	\$ 838.43	\$ 800.93			50
Plus Monthly Facilities Charge:									
All Customers	\$ 148.00	\$ 150.00	\$ 152.00	\$ 154.00	\$ 156.00	\$ 158.00	\$ 127.31	372	
Energy Charge:									
Non Summer On-Peak	\$ 0.06464	\$ 0.06464	\$ 0.07014	\$ 0.07704	\$ 0.08444	\$ 0.09234	\$ 0.04336	4,215,381	
Non Summer Off-Peak	\$ 0.06464	\$ 0.06464	\$ 0.07014	\$ 0.07704	\$ 0.08444	\$ 0.09234	\$ 0.04336	-	
Non Summer Critical-Peak	\$ 0.06464	\$ 0.06464	\$ 0.07014	\$ 0.07704	\$ 0.08444	\$ 0.09234	\$ 0.04336	-	
Summer On-Peak	\$ 0.06464	\$ 0.06464	\$ 0.07014	\$ 0.07704	\$ 0.08444	\$ 0.09234	\$ 0.04336	9,202,869	
Summer Off-Peak	\$ 0.06464	\$ 0.06464	\$ 0.07014	\$ 0.07704	\$ 0.08444	\$ 0.09234	\$ 0.04336	-	
Summer Critical-Peak	\$ 0.06464	\$ 0.06464	\$ 0.07014	\$ 0.07704	\$ 0.08444	\$ 0.09234	\$ 0.04336	-	
Demand Charge:									
Demand - Secondary Rate	\$ 18.85	\$ 19.95	\$ 19.15	\$ 18.35	\$ 17.55	\$ 16.75	\$ 29.09	37,190	
Demand - Primary Service Discount Rate	\$ 17.97	\$ 19.02	\$ 18.27	\$ 17.52	\$ 16.77	\$ 16.02	\$ 29.09	2,191	
Power Cost Adjustment:									
All Energy * As updated and changed by Staff	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638		13,418,250	
Revenue from Rate	\$ 1,748,368	\$ 1,792,318	\$ 1,835,467	\$ 1,897,402	\$ 1,966,047	\$ 2,041,400	\$ 1,774,775		
Change from Previous		2.5%	2.4%	3.4%	3.6%	3.8%	\$ 1,774,775	<---COS 2023	
Cumulative Change		2.5%	5.0%	8.5%	12.5%	16.8%	1.5%		
Energy Average	36,071								
Non Summer Average	33,995								
Summer Average	37,108								
Monthly Customers	31								
Current Average Bill	\$ 4,699.91								
Year 1 Average Bill	\$ 4,818.06								
Average % Change	2.5%								
Monthly Change	\$ 118.15								
Avg. Demand	105.86								
Avg. Load Factor	46.7%								
Average Monthly Bill	\$ 4,699.91	\$ 4,818.06	\$ 4,934.05	\$ 5,100.54	\$ 5,285.07	\$ 5,487.63			
Average Monthly Bill Change per Year		\$ 118.15	\$ 115.99	\$ 166.49	\$ 184.53	\$ 202.56			
Average Monthly Bill Change Cumulative		\$ 118.15	\$ 234.14	\$ 400.63	\$ 585.16	\$ 787.72			
Average All In per kWh	\$ 0.13030	\$ 0.13357	\$ 0.13679	\$ 0.14140	\$ 0.14652	\$ 0.15214			

City of Sturgis
Electric Rate Design

Projected Commercial & Industrial - Rate D (Time of Use) Rates

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028			
Rates	Prior	Year 1	Year 2	Year 3	Year 4	Year 5	COS	Units	Min kW Charged
Demand - Secondary Rate (Min kW)	\$ 525.00	\$ 615.00	\$ 652.50	\$ 690.00	\$ 727.50	\$ 765.00			50
Demand - Primary Service Discount Rate (Min kW)	\$ 481.00	\$ 563.46	\$ 600.96	\$ 638.46	\$ 675.96	\$ 713.46			50
Plus Monthly Facilities Charge:									
All Customers	\$ 175.00	\$ 177.00	\$ 179.00	\$ 181.00	\$ 183.00	\$ 185.00	\$ 143.67	192	
Energy Charge:									
Non Summer On-Peak	\$ 0.08490	\$ 0.08400	\$ 0.07510	\$ 0.07710	\$ 0.07960	\$ 0.08260	\$ 0.04317	421,249	
Non Summer Off-Peak	\$ 0.03490	\$ 0.04000	\$ 0.05610	\$ 0.06360	\$ 0.07160	\$ 0.08010	\$ 0.04317	1,708,949	
Non Summer Critical-Peak	\$ 0.17090	\$ 0.15400	\$ 0.15610	\$ 0.15960	\$ 0.16360	\$ 0.16810	\$ 0.04317	400,717	
Summer On-Peak	\$ 0.08490	\$ 0.08400	\$ 0.07510	\$ 0.07710	\$ 0.07960	\$ 0.08260	\$ 0.04317	2,103,120	
Summer Off-Peak	\$ 0.03490	\$ 0.04000	\$ 0.05610	\$ 0.06360	\$ 0.07160	\$ 0.08010	\$ 0.04317	2,156,100	
Summer Critical-Peak	\$ 0.17090	\$ 0.15400	\$ 0.15610	\$ 0.15960	\$ 0.16360	\$ 0.16810	\$ 0.04317	540,411	
Demand Charge:									
Demand - Secondary Rate	\$ 10.50	\$ 12.30	\$ 13.05	\$ 13.80	\$ 14.55	\$ 15.30	\$ 21.87	20,498	
Demand - Primary Service Discount Rate	\$ 9.62	\$ 11.27	\$ 12.02	\$ 12.77	\$ 13.52	\$ 14.27	\$ 21.87	4,046	
Power Cost Adjustment:									
All Energy * As updated and changed by Staff	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638		7,330,546	
Revenue from Rate	\$ 844,546	\$ 890,034	\$ 950,564	\$ 1,006,686	\$ 1,066,475	\$ 1,129,928	\$ 880,765		
Change from Previous		5.4%	6.8%	5.9%	5.9%	5.9%	\$ 880,765	<---COS 2023	
Cumulative Change		5.4%	12.6%	19.2%	26.3%	33.8%	4.3%		
Energy Average	38,180								
Non Summer Average	39,546								
Summer Average	37,497								
Non Summer On-Peak	17%								
Non Summer Off-Peak	68%								
Non Summer Critical-Peak	16%								
Summer On-Peak	44%								
Summer Off-Peak	45%								
Summer Critical-Peak	11%								
Monthly Customers	16								
Current Average Bill	\$ 4,398.68								
Year 1 Average Bill	\$ 4,635.60								
Average % Change	5.4%								
Monthly Change	\$ 236.92								
Avg. Demand	127.84								
Avg. Load Factor	40.9%								
Average Monthly Bill	\$ 4,398.68	\$ 4,635.60	\$ 4,950.85	\$ 5,243.16	\$ 5,554.55	\$ 5,885.04			
Average Monthly Bill Change per Year		\$ 236.92	\$ 315.26	\$ 292.31	\$ 311.40	\$ 330.49			
Average Monthly Bill Change Cumulative		\$ 236.92	\$ 552.17	\$ 844.48	\$ 1,155.88	\$ 1,486.36			
Average All In per kWh	\$ 0.11521	\$ 0.12141	\$ 0.12967	\$ 0.13733	\$ 0.14548	\$ 0.15414			

City of Sturgis
Electric Rate Design

Projected Primary Power Service - Rate PP Rates

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028			
Rates	Prior	Year 1	Year 2	Year 3	Year 4	Year 5	COS	Units	Min kW Charged
Demand - Primary Service (Min kW)	\$ 9,625.00	\$ 10,100.00	\$ 9,650.00	\$ 9,200.00	\$ 8,750.00	\$ 8,300.00			500
Plus Monthly Facilities Charge:									
All Customers	\$ 325.00	\$ 400.00	\$ 575.00	\$ 750.00	\$ 925.00	\$ 1,100.00	\$ 1,067.30	60	
Energy Charge:									
Non Summer On-Peak	\$ 0.05880	\$ 0.05880	\$ 0.06390	\$ 0.07040	\$ 0.07740	\$ 0.08490	\$ 0.04200	4,691,760	
Non Summer Off-Peak	\$ 0.05880	\$ 0.05880	\$ 0.06390	\$ 0.07040	\$ 0.07740	\$ 0.08490	\$ 0.04200	-	
Non Summer Critical-Peak	\$ 0.05880	\$ 0.05880	\$ 0.06390	\$ 0.07040	\$ 0.07740	\$ 0.08490	\$ 0.04200	-	
Summer On-Peak	\$ 0.05880	\$ 0.05880	\$ 0.06390	\$ 0.07040	\$ 0.07740	\$ 0.08490	\$ 0.04200	10,327,020	
Summer Off-Peak	\$ 0.05880	\$ 0.05880	\$ 0.06390	\$ 0.07040	\$ 0.07740	\$ 0.08490	\$ 0.04200	-	
Summer Critical-Peak	\$ 0.05880	\$ 0.05880	\$ 0.06390	\$ 0.07040	\$ 0.07740	\$ 0.08490	\$ 0.04200	-	
Demand Charge:									
All Demand	\$ 19.25	\$ 20.20	\$ 19.30	\$ 18.40	\$ 17.50	\$ 16.60	\$ 25.37	45,668	
Power Cost Adjustment:									
All Energy * As updated and changed by Staff	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638		15,018,780	
Revenue from Rate	\$ 1,877,479	\$ 1,925,363	\$ 1,971,358	\$ 2,038,379	\$ 2,112,909	\$ 2,194,949	\$ 1,853,532		
Change from Previous		2.6%	2.4%	3.4%	3.7%	3.9%	\$ 1,853,532	<---COS 2023	
Cumulative Change		2.6%	5.0%	8.6%	12.5%	16.9%	-1.3%		
Energy Average	250,313								
Non Summer Average	234,588								
Summer Average	258,176								
Monthly Customers	5								
Current Average Bill	\$ 31,291.31								
Year 1 Average Bill	\$ 32,089.39								
Average % Change	2.6%								
Monthly Change	\$ 798.08								
Avg. Demand	761.13								
Avg. Load Factor	45.1%								
Average Monthly Bill	\$ 31,291.31	\$ 32,089.39	\$ 32,855.97	\$ 33,972.98	\$ 35,215.15	\$ 36,582.48			
Average Monthly Bill Change per Year		\$ 798.08	\$ 766.58	\$ 1,117.01	\$ 1,242.17	\$ 1,367.33			
Average Monthly Bill Change Cumulative		\$ 798.08	\$ 1,564.65	\$ 2,681.67	\$ 3,923.84	\$ 5,291.17			
Average All In per kWh	\$ 0.12501	\$ 0.12820	\$ 0.13126	\$ 0.13572	\$ 0.14068	\$ 0.14615			

City of Sturgis
Electric Rate Design

Projected Primary Power Service - Rate PP (Time of Use) Rates

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028			
Rates	Prior	Year 1	Year 2	Year 3	Year 4	Year 5	COS	Units	Min kW Charged
Demand - Primary Service (Min kW)	\$ 5,250.00	\$ 6,450.00	\$ 6,825.00	\$ 7,200.00	\$ 7,575.00	\$ 7,950.00			500
Plus Monthly Facilities Charge:									
All Customers	\$ 575.00	\$ 650.00	\$ 765.00	\$ 880.00	\$ 995.00	\$ 1,110.00	\$ 1,076.80	132	
Energy Charge:									
Non Summer On-Peak	\$ 0.08490	\$ 0.08400	\$ 0.07510	\$ 0.07710	\$ 0.07960	\$ 0.08260	\$ 0.04205	5,181,400	
Non Summer Off-Peak	\$ 0.03490	\$ 0.04000	\$ 0.05610	\$ 0.06360	\$ 0.07160	\$ 0.08010	\$ 0.04205	17,926,200	
Non Summer Critical-Peak	\$ 0.17090	\$ 0.15400	\$ 0.15610	\$ 0.15960	\$ 0.16360	\$ 0.16810	\$ 0.04205	3,562,540	
Summer On-Peak	\$ 0.08490	\$ 0.08400	\$ 0.08400	\$ 0.08400	\$ 0.08400	\$ 0.08400	\$ 0.04205	23,886,608	
Summer Off-Peak	\$ 0.03490	\$ 0.04000	\$ 0.04000	\$ 0.04000	\$ 0.04000	\$ 0.04000	\$ 0.04205	26,580,834	
Summer Critical-Peak	\$ 0.17090	\$ 0.15400	\$ 0.15400	\$ 0.15400	\$ 0.15400	\$ 0.15400	\$ 0.04205	7,906,959	
Demand Charge:									
All Demand	\$ 10.50	\$ 12.90	\$ 13.65	\$ 14.40	\$ 15.15	\$ 15.90	\$ 27.14	181,793	
Power Cost Adjustment:									
All Energy * As updated and changed by Staff	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638	\$ 0.00638		85,044,540	
Revenue from Rate	\$ 8,508,310	\$ 8,961,504	\$ 9,363,007	\$ 9,671,810	\$ 9,993,948	\$ 10,329,421	\$ 8,651,831		
Change from Previous		5.3%	4.5%	3.3%	3.3%	3.4%	\$ 8,651,831	<---COS 2023	
Cumulative Change		5.3%	10.0%	13.7%	17.5%	21.4%	1.7%		
Energy Average	644,277								
Non Summer Average	606,140								
Summer Average	663,345								
Non Summer On-Peak	19%								
Non Summer Off-Peak	67%								
Non Summer Critical-Peak	13%								
Summer On-Peak	41%								
Summer Off-Peak	46%								
Summer Critical-Peak	14%								
Monthly Customers	11								
Current Average Bill	\$ 64,456.90								
Year 1 Average Bill	\$ 67,890.18								
Average % Change	5.3%								
Monthly Change	\$ 3,433.28								
Avg. Demand	1,377.22								
Avg. Load Factor	64.1%								
Average Monthly Bill	\$ 64,456.90	\$ 67,890.18	\$ 70,931.87	\$ 73,271.29	\$ 75,711.73	\$ 78,253.19			
Average Monthly Bill Change per Year		\$ 3,433.28	\$ 3,041.69	\$ 2,339.42	\$ 2,440.44	\$ 2,541.46			
Average Monthly Bill Change Cumulative		\$ 3,433.28	\$ 6,474.98	\$ 8,814.39	\$ 11,254.83	\$ 13,796.29			
Average All In per kWh	\$ 0.10005	\$ 0.10537	\$ 0.11010	\$ 0.11373	\$ 0.11751	\$ 0.12146			

City of Sturgis

Electric Rate Design

Projected Security Lights Rates

Consider new rate structure where customer pays for fixture, labor and maintenance, pays for kWh monthly usage

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Rates	Prior	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
100 W HPS Rate	\$ 10.58	\$ 11.20	\$ 11.80	\$ 12.40	\$ 13.05	\$ 13.70
39 W LED Security Light Rate	\$ 4.07	\$ 4.31	\$ 4.55	\$ 4.80	\$ 5.05	\$ 5.30
91 W LED Street Light Rate	\$ 7.32	\$ 7.75	\$ 8.15	\$ 8.55	\$ 9.00	\$ 9.45
175 W Mercury (Obsolete) Rate	\$ 14.13	\$ 14.96	\$ 15.75	\$ 16.55	\$ 17.40	\$ 18.30
250 W HPS - Wood Pole - OH Wiring Rate	\$ 17.34	\$ 18.36	\$ 19.30	\$ 20.30	\$ 21.35	\$ 22.45
250 W HPS - Decorative Pole - UG Wiring	\$ 27.25	\$ 28.86	\$ 30.35	\$ 31.90	\$ 33.55	\$ 35.30
133 W LED Street Light Rate	\$ 9.21	\$ 9.75	\$ 10.25	\$ 10.80	\$ 11.35	\$ 11.95
400 W Mercury - Wood Pole - OH Wiring	\$ 23.57	\$ 24.96	\$ 26.25	\$ 27.60	\$ 29.00	\$ 30.50
400 W Mercury - Decorative Pole - UG Wiring	\$ 36.93	\$ 39.11	\$ 41.10	\$ 43.20	\$ 45.40	\$ 47.75
250 W HPS/2 lamps - Wood Pole Rate	\$ 21.22	\$ 22.47	\$ 23.65	\$ 24.85	\$ 26.15	\$ 27.50
250 W HPS/2 lamps - Decorative Pole Rate	\$ 33.41	\$ 35.38	\$ 37.20	\$ 39.10	\$ 41.10	\$ 43.20
Revenue from Rate	\$ 63,211	\$ 66,940	\$ 70,387	\$ 74,012	\$ 77,824	\$ 81,832
Change from Previous		5.90%	5.15%	5.15%	5.15%	5.15%
Cumulative Change		5.9%	11.4%	17.1%	23.1%	29.5%

City of Sturgis

Electric Rate Design

Projected Street Lights Rates

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Rates	Prior	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Facilities Charge:						
All Customers	\$ 3.83	\$ 4.13	\$ 4.46	\$ 4.81	\$ 5.19	\$ 5.60
Revenue from Rate	\$ 60,000	\$ 64,775	\$ 69,951	\$ 75,440	\$ 81,400	\$ 87,830
Change from Previous		8.0%	8.0%	7.8%	7.9%	7.9%
Cumulative Change		8.0%	16.6%	25.7%	35.7%	46.4%

**City of Sturgis
Wastewater Department
Forecasted 2025 with 2% Proposed Rate Increase**

Customer Meter Size	Current Rate	2025 Proposed Rate
5/8 - Inside	\$ 18.75	\$ 19.00
3/4 - Inside	28.50	29.25
1 - Inside	43.50	44.50
1.5 - Inside	63.50	64.75
2 - Inside	129.50	132.00
3 - Inside	191.00	195.00
4 - Inside	274.00	279.50
6 - Inside	528.00	539.00
8 - Inside	860.00	878.00
Flat Charged - Inside	61.70	63.06
5/8 - Rural	24.75	25.25
3/4 - Rural	39.25	40.25
1 - Rural	60.50	62.00
1.5 - Rural	88.50	90.50
2 - Rural	179.00	183.00
3 - Rural	269.00	274.50
4 - Rural	388.00	396.00
6 - Rural	767.00	782.50
8 - Rural	1,260.00	1,286.00
Flat Charged - Rural	\$ 73.50	\$ 75.26

COMMODITY RATE COMPARISON	Current Rate	2025 Proposed Rate
Inside City		
<i>Consumption Charge per 1000 Gallons</i>	\$ 5.20	\$ 5.30
Rural		
<i>Consumption Charge per 1000 Gallons</i>	\$ 5.20	\$ 5.30

Overall Increase	2.0%
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City of Sturgis
Wastewater Department
Forecasted 2025 with 2% Proposed Rate Increase

5/8 INCH

	Current Rates	Proposed Rates
Customer Charge	\$ 18.75	\$ 19.00
Commodity Rate	5.20	5.30

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
3	\$ 34.35	\$ 34.91	\$ 0.56	1.64%
5	44.75	45.52	0.77	1.72%
8	60.35	61.43	1.08	1.79%
11	75.95	77.34	1.39	1.84%
14	91.55	93.26	1.71	1.86%

3/4 Inch

	Current Rates	Proposed Rates
Customer Charge	\$ 28.50	\$ 29.25
Commodity Rate	5.20	5.30

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
4	\$ 49.30	\$ 50.47	\$ 1.17	2.37%
5	54.50	55.77	1.27	2.33%
6	59.70	61.07	1.37	2.30%
12	90.90	92.90	2.00	2.20%
15	106.50	108.81	2.31	2.17%

1

	Current Rates	Proposed Rates
Customer Charge	\$ 43.50	\$ 44.50
Commodity Rate	5.20	5.30

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
7	\$ 79.90	\$ 81.63	\$ 1.73	2.16%
10	95.50	97.54	2.04	2.14%
13	111.10	113.45	2.35	2.12%
16	126.70	129.36	2.66	2.10%
19	142.30	145.28	2.98	2.09%

City of Sturgis
Wastewater Department
Forecasted 2025 with 2% Proposed Rate Increase

	Current Rates	Proposed Rates
1.5		
Customer Charge	\$ 63.50	\$ 64.75
Commodity Rate	5.20	5.30

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
20	\$ 167.50	\$ 170.83	\$ 3.33	1.99%
25	193.50	197.35	3.85	1.99%
30	219.77	224.14	4.38	1.99%
35	245.50	250.39	4.89	1.99%
40	271.50	276.91	5.41	1.99%

	Current Rates	Proposed Rates
2		
Customer Charge	\$ 129.50	\$ 132.00
Commodity Rate	5.20	5.30

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
45	\$ 363.50	\$ 370.68	\$ 7.18	1.98%
55	415.50	423.72	8.22	1.98%
65	467.50	476.76	9.26	1.98%
75	519.50	529.80	10.30	1.98%
85	571.50	582.84	11.34	1.98%

	Current Rates	Proposed Rates
3 inch		
Customer Charge	\$ 191.00	\$ 195.00
Commodity Rate	5.20	5.30

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 737.00	\$ 751.92	\$ 14.92	2.02%
135	893.00	911.04	18.04	2.02%
185	1,153.00	1,176.24	23.24	2.02%
215	1,309.00	1,335.36	26.36	2.01%
250	1,491.00	1,521.00	30.00	2.01%

	Current Rates	Proposed Rates
4		
Customer Charge	\$ 274.00	\$ 279.50
Commodity Rate	5.20	5.30

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 820.00	\$ 836.42	\$ 16.42	2.00%
135	976.00	995.54	19.54	2.00%
185	1,236.00	1,260.74	24.74	2.00%
215	1,392.00	1,419.86	27.86	2.00%
250	1,574.00	1,605.50	31.50	2.00%

**City of Sturgis
Wastewater Department
Forecasted 2026 with 2% Proposed Rate Increase**

Customer Meter Size	Current Rate	2026 Proposed Rate
5/8 - Inside	\$ 19.00	\$ 19.50
3/4 - Inside	29.25	30.00
1 - Inside	44.50	45.50
1.5 - Inside	64.75	66.00
2 - Inside	132.00	135.75
3 - Inside	195.00	199.00
4 - Inside	279.50	285.00
6 - Inside	539.00	550.00
8 - Inside	878.00	896.00
Flat Charged - Inside	63.06	64.40
5/8 - Rural	25.25	25.75
3/4 - Rural	40.25	41.00
1 - Rural	62.00	63.25
1.5 - Rural	90.50	92.50
2 - Rural	183.00	187.00
3 - Rural	274.50	280.00
4 - Rural	396.00	404.00
6 - Rural	782.50	798.00
8 - Rural	1,286.00	1,312.00
Flat Charged - Rural	\$ 75.26	\$ 76.75

COMMODITY RATE COMPARISON	Current Rate	2026 Proposed Rate
Inside City		
<i>Consumption Charge per 1000 Gallons</i>	\$ 5.30	\$ 5.40
Rural		
<i>Consumption Charge per 1000 Gallons</i>	\$ 5.30	\$ 5.40

Overall Increase	2.0%
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City of Sturgis
Wastewater Department
Forecasted 2026 with 2% Proposed Rate Increase

5/8 INCH

	Current Rates	Proposed Rates
Customer Charge	\$ 19.00	\$ 19.50
Commodity Rate	5.30	5.40

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
3	\$ 34.91	\$ 35.70	\$ 0.79	2.26%
5	45.52	46.50	0.98	2.15%
8	61.43	62.70	1.27	2.06%
11	77.34	78.90	1.56	2.01%
14	93.26	95.10	1.84	1.98%

3/4 Inch

	Current Rates	Proposed Rates
Customer Charge	\$ 29.25	\$ 30.00
Commodity Rate	5.30	5.40

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
4	\$ 50.47	\$ 51.60	\$ 1.13	2.25%
5	55.77	57.00	1.23	2.21%
6	61.07	62.40	1.33	2.17%
12	92.90	94.80	1.90	2.05%
15	108.81	111.00	2.19	2.01%

1

	Current Rates	Proposed Rates
Customer Charge	\$ 44.50	\$ 45.50
Commodity Rate	5.30	5.40

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
7	\$ 81.63	\$ 83.30	\$ 1.67	2.05%
10	97.54	99.50	1.96	2.01%
13	113.45	115.70	2.25	1.98%
16	129.36	131.90	2.54	1.96%
19	145.28	148.10	2.82	1.94%

City of Sturgis
Wastewater Department
Forecasted 2026 with 2% Proposed Rate Increase

1.5

	Current Rates	Proposed Rates
Customer Charge	\$ 64.75	\$ 66.00
Commodity Rate	5.30	5.40

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
20	\$ 170.83	\$ 174.00	\$ 3.17	1.86%
25	197.35	201.00	3.65	1.85%
30	224.14	228.28	4.13	1.84%
35	250.39	255.00	4.61	1.84%
40	276.91	282.00	5.09	1.84%

2

	Current Rates	Proposed Rates
Customer Charge	\$ 132.00	\$ 135.75
Commodity Rate	5.30	5.40

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
45	\$ 370.68	\$ 378.75	\$ 8.07	2.18%
55	423.72	432.75	9.03	2.13%
65	476.76	486.75	9.99	2.10%
75	529.80	540.75	10.95	2.07%
85	582.84	594.75	11.91	2.04%

3 inch

	Current Rates	Proposed Rates
Customer Charge	\$ 195.00	\$ 199.00
Commodity Rate	5.30	5.40

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 751.92	\$ 766.00	\$ 14.08	1.87%
135	911.04	928.00	16.96	1.86%
185	1,176.24	1,198.00	21.76	1.85%
215	1,335.36	1,360.00	24.64	1.85%
250	1,521.00	1,549.00	28.00	1.84%

4

	Current Rates	Proposed Rates
Customer Charge	\$ 279.50	\$ 285.00
Commodity Rate	5.30	5.40

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 836.42	\$ 852.00	\$ 15.58	1.86%
135	995.54	1,014.00	18.46	1.85%
185	1,260.74	1,284.00	23.26	1.84%
215	1,419.86	1,446.00	26.14	1.84%
250	1,605.50	1,635.00	29.50	1.84%

**City of Sturgis
Wastewater Department
Forecasted 2027 with 2% Proposed Rate Increase**

Customer Meter Size	Current Rate	2027 Proposed Rate
5/8 - Inside	\$ 19.50	\$ 20.00
3/4 - Inside	30.00	30.50
1 - Inside	45.50	46.50
1.5 - Inside	66.00	67.50
2 - Inside	135.75	138.50
3 - Inside	199.00	203.00
4 - Inside	285.00	291.00
6 - Inside	550.00	561.00
8 - Inside	896.00	914.00
Flat Charged - Inside	64.40	65.75
5/8 - Rural	25.75	26.25
3/4 - Rural	41.00	42.00
1 - Rural	63.25	64.50
1.5 - Rural	92.50	94.50
2 - Rural	187.00	191.00
3 - Rural	280.00	286.00
4 - Rural	404.00	412.00
6 - Rural	798.00	814.00
8 - Rural	1,312.00	1,339.00
Flat Charged - Rural	\$ 76.75	\$ 78.25

COMMODITY RATE COMPARISON	Current Rate	2027 Proposed Rate
Inside City		
<i>Consumption Charge per 1000 Gallons</i>	\$ 5.40	\$ 5.50
Rural		
<i>Consumption Charge per 1000 Gallons</i>	\$ 5.40	\$ 5.50

Overall Increase	2.0%
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City of Sturgis
Wastewater Department
Forecasted 2027 with 2% Proposed Rate Increase

5/8 INCH

	Current Rates	Proposed Rates
Customer Charge	\$ 19.50	\$ 20.00
Commodity Rate	5.40	5.50

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
3	\$ 35.70	\$ 36.50	\$ 0.80	2.24%
5	46.50	47.50	1.00	2.15%
8	62.70	64.00	1.30	2.07%
11	78.90	80.50	1.60	2.03%
14	95.10	97.00	1.90	2.00%

3/4 Inch

	Current Rates	Proposed Rates
Customer Charge	\$ 30.00	\$ 30.50
Commodity Rate	5.40	5.50

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
4	\$ 51.60	\$ 52.50	\$ 0.90	1.74%
5	57.00	58.00	1.00	1.75%
6	62.40	63.50	1.10	1.76%
12	94.80	96.50	1.70	1.79%
15	111.00	113.00	2.00	1.80%

1

	Current Rates	Proposed Rates
Customer Charge	\$ 45.50	\$ 46.50
Commodity Rate	5.40	5.50

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
7	\$ 83.30	\$ 85.00	\$ 1.70	2.04%
10	99.50	101.50	2.00	2.01%
13	115.70	118.00	2.30	1.99%
16	131.90	134.50	2.60	1.97%
19	148.10	151.00	2.90	1.96%

City of Sturgis
Wastewater Department
Forecasted 2027 with 2% Proposed Rate Increase

1.5

	Current Rates	Proposed Rates
Customer Charge	\$ 66.00	\$ 67.50
Commodity Rate	5.40	5.50

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
20	\$ 174.00	\$ 177.50	\$ 3.50	2.01%
25	201.00	205.00	4.00	1.99%
30	228.28	232.78	4.51	1.97%
35	255.00	260.00	5.00	1.96%
40	282.00	287.50	5.50	1.95%

2

	Current Rates	Proposed Rates
Customer Charge	\$ 135.75	\$ 138.50
Commodity Rate	5.40	5.50

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
45	\$ 378.75	\$ 386.00	\$ 7.25	1.91%
55	432.75	441.00	8.25	1.91%
65	486.75	496.00	9.25	1.90%
75	540.75	551.00	10.25	1.90%
85	594.75	606.00	11.25	1.89%

3 inch

	Current Rates	Proposed Rates
Customer Charge	\$ 199.00	\$ 203.00
Commodity Rate	5.40	5.50

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 766.00	\$ 780.50	\$ 14.50	1.89%
135	928.00	945.50	17.50	1.89%
185	1,198.00	1,220.50	22.50	1.88%
215	1,360.00	1,385.50	25.50	1.88%
250	1,549.00	1,578.00	29.00	1.87%

4

	Current Rates	Proposed Rates
Customer Charge	\$ 285.00	\$ 291.00
Commodity Rate	5.40	5.50

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 852.00	\$ 868.50	\$ 16.50	1.94%
135	1,014.00	1,033.50	19.50	1.92%
185	1,284.00	1,308.50	24.50	1.91%
215	1,446.00	1,473.50	27.50	1.90%
250	1,635.00	1,666.00	31.00	1.90%

CITY OF STURGIS
WASTEWATER DEPARTMENT
Rates effective for all billings beginning October 1
Approved Rate Schedule

	2024	2025	2026
Commodity Charge per 1000 Gallons			
	\$ 5.30	\$ 5.40	\$ 5.50
Rate Increase	2.0%	2.0%	2.0%
Meter Size and Classification	Customer Charge		
5/8 - Inside	\$ 19.00	\$ 19.50	\$ 20.00
3/4 - Inside	\$ 29.25	\$ 30.00	\$ 30.50
1 - Inside	\$ 44.50	\$ 45.50	\$ 46.50
1.5 - Inside	\$ 64.75	\$ 66.00	\$ 67.50
2 - Inside	\$ 132.00	\$ 135.75	\$ 138.50
3 - Inside	\$ 195.00	\$ 199.00	\$ 203.00
4 - Inside	\$ 279.50	\$ 285.00	\$ 291.00
6 - Inside	\$ 539.00	\$ 550.00	\$ 561.00
8 - Inside	\$ 878.00	\$ 896.00	\$ 914.00
Flat Charged - Inside	\$ 63.06	\$ 64.40	\$ 65.75
5/8 - Rural	\$ 25.25	\$ 25.75	\$ 26.25
3/4 - Rural	\$ 40.25	\$ 41.00	\$ 42.00
1 - Rural	\$ 62.00	\$ 63.25	\$ 64.50
1.5 - Rural	\$ 90.50	\$ 92.50	\$ 94.50
2 - Rural	\$ 183.00	\$ 187.00	\$ 191.00
3 - Rural	\$ 274.50	\$ 280.00	\$ 286.00
4 - Rural	\$ 396.00	\$ 404.00	\$ 412.00
6 - Rural	\$ 782.50	\$ 798.00	\$ 814.00
8 - Rural	\$ 1,286.00	\$ 1,312.00	\$ 1,339.00
Flat Charged - Rural	\$ 75.26	\$ 76.75	\$ 78.25

Surcharges for Wastewater in excess of Domestic Strength

Rates per Pound

BOD	\$ 0.99
Total Suspended Solids	\$ 0.63
Total Phosphorus	\$ 2.75
Nitrates	\$ 0.81

**City of Sturgis
Water Department
Forecasted 2025 with 6.9% Proposed Rate Increase**

Customer Meter Size	Current Rate	2025 Proposed Rate
5/8 - Inside	\$ 17.00	\$ 18.00
3/4 - Inside	21.25	22.50
1 - Inside	37.75	40.00
1.5 - Inside	68.50	72.50
2 - Inside	111.00	117.50
3 - Inside	213.00	225.50
4 - Inside	329.00	349.00
6 - Inside	664.00	704.00
8 - Inside	1,011.50	1,072.00
Flat Charged - Inside	58.54	62.40
5/8 - Rural	17.00	18.00
3/4 - Rural	21.25	22.50
1 - Rural	37.75	40.00
1.5 - Rural	68.50	72.50
2 - Rural	111.00	117.50
3 - Rural	213.00	225.50
4 - Rural	329.00	349.00
6 - Rural	664.00	704.00
8 - Rural	1,011.50	1,072.00
Flat Charged - Rural	\$ 117.08	\$ 124.80

COMMODITY RATE COMPARISON	Current Rate	2025 Proposed Rate
Inside City		
<i>Consumption Charge per 1000 Gallons (0-50,000)</i>	\$ 2.97	\$ 3.20
<i>Consumption Charge per 1000 Gallons (Over 50,000)</i>	2.62	2.85
Rural		
<i>Consumption Charge per 1000 Gallons (0-50,000)</i>	\$ 5.94	\$ 6.40
<i>Consumption Charge per 1000 Gallons (Over 50,000)</i>	5.24	5.70

Overall Increase	6.9%
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City of Sturgis
Water Department
Forecasted 2025 with 6.9% Proposed Rate Increase

	Current Rates	Proposed Rates
5/8 INCH		
Customer Charge	\$ 17.00	\$ 18.00
Volume Charge (0 to 50,000)	2.97	3.20
Volume Charge (Over to 50,000)	2.62	2.85

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
3	\$ 25.91	\$ 27.60	\$ 1.69	6.52%
5	31.85	34.00	2.15	6.75%
8	40.76	43.60	2.84	6.97%
11	49.67	53.20	3.53	7.11%
14	58.58	62.80	4.22	7.20%

	Current Rates	Proposed Rates
3/4 Inch		
Customer Charge	\$ 21.25	\$ 22.50
Volume Charge	2.97	3.20
Volume Charge (Over to 50,000)	2.62	2.85

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
4	\$ 33.13	\$ 35.30	\$ 2.17	6.55%
5	36.10	38.50	2.40	6.65%
6	39.07	41.70	2.63	6.73%
12	56.89	60.90	4.01	7.05%
15	65.80	70.50	4.70	7.14%

	Current Rates	Proposed Rates
1		
Customer Charge	\$ 37.75	\$ 40.00
Volume Charge	2.97	3.20
Volume Charge (Over to 50,000)	2.62	2.85

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
7	\$ 58.54	\$ 62.40	\$ 3.86	6.59%
10	67.45	72.00	4.55	6.75%
13	76.36	81.60	5.24	6.86%
16	85.27	91.20	5.93	6.95%
19	94.18	100.80	6.62	7.03%

City of Sturgis

Water Department

Forecasted 2025 with 6.9% Proposed Rate Increase

1.5

	Current Rates	Proposed Rates		
Customer Charge	\$ 68.50	\$ 72.50		
Volume Charge	2.97	3.20		
Volume Charge (Over to 50,000)	2.62	2.85		
Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
20	\$ 127.90	\$ 136.50	\$ 8.60	6.72%
25	142.75	152.50	9.75	6.83%
30	157.75	168.67	10.91	6.92%
35	172.45	184.50	12.05	6.99%
40	187.30	200.50	13.20	7.05%

2

	Current Rates	Proposed Rates		
Customer Charge	\$ 111.00	\$ 117.50		
Volume Charge	2.97	3.20		
Volume Charge (Over to 50,000)	2.62	2.85		
Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
45	\$ 244.65	\$ 261.50	\$ 16.85	6.89%
55	274.35	293.50	19.15	6.98%
65	304.05	325.50	21.45	7.05%
75	333.75	357.50	23.75	7.12%
85	363.45	389.50	26.05	7.17%

3 inch

	Current Rates	Proposed Rates		
Customer Charge	\$ 213.00	\$ 225.50		
Volume Charge	2.97	3.20		
Volume Charge (Over to 50,000)	2.62	2.85		
Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 524.85	\$ 561.50	\$ 36.65	6.98%
135	613.95	657.50	43.55	7.09%
185	762.45	817.50	55.05	7.22%
215	851.55	913.50	61.95	7.27%
250	955.50	1,025.50	70.00	7.33%

4

	Current Rates	Proposed Rates		
Customer Charge	\$ 329.00	\$ 349.00		
Volume Charge	2.97	3.20		
Volume Charge (Over to 50,000)	2.62	2.85		
Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 640.85	\$ 685.00	\$ 44.15	6.89%
135	729.95	781.00	51.05	6.99%
185	878.45	941.00	62.55	7.12%
215	967.55	1,037.00	69.45	7.18%
250	1,071.50	1,149.00	77.50	7.23%

**City of Sturgis
Water Department
Forecasted 2026 with 6.9% Proposed Rate Increase**

Customer Meter Size	Current Rate	2026 Proposed Rate
5/8 - Inside	\$ 18.00	\$ 19.00
3/4 - Inside	22.50	24.00
1 - Inside	40.00	42.50
1.5 - Inside	72.50	76.50
2 - Inside	117.50	124.00
3 - Inside	225.50	238.00
4 - Inside	349.00	369.00
6 - Inside	704.00	744.00
8 - Inside	1,072.00	1,132.50
Flat Charged - Inside	62.40	66.65
5/8 - Rural	18.00	19.00
3/4 - Rural	22.50	24.00
1 - Rural	40.00	42.50
1.5 - Rural	72.50	76.50
2 - Rural	117.50	124.00
3 - Rural	225.50	238.00
4 - Rural	349.00	369.00
6 - Rural	704.00	744.00
8 - Rural	1,072.00	1,132.50
Flat Charged - Rural	\$ 124.80	\$ 133.30

COMMODITY RATE COMPARISON	Current Rate	2026 Proposed Rate
Inside City		
<i>Consumption Charge per 1000 Gallons (0-50,000)</i>	\$ 3.20	\$ 3.45
<i>Consumption Charge per 1000 Gallons (Over 50,000)</i>	2.85	3.10
Rural		
<i>Consumption Charge per 1000 Gallons (0-50,000)</i>	\$ 6.40	\$ 6.90
<i>Consumption Charge per 1000 Gallons (Over 50,000)</i>	5.70	6.20

Overall Increase	6.9%
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City of Sturgis
Water Department
Forecasted 2026 with 6.9% Proposed Rate Increase

	Current Rates	Proposed Rates
5/8 INCH		
Customer Charge	\$ 18.00	\$ 19.00
Volume Charge (0 to 50,000)	3.20	3.45
Volume Charge (Over to 50,000)	2.85	3.10

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
3	\$ 27.60	\$ 29.35	\$ 1.75	6.34%
5	34.00	36.25	2.25	6.62%
8	43.60	46.60	3.00	6.88%
11	53.20	56.95	3.75	7.05%
14	62.80	67.30	4.50	7.17%

	Current Rates	Proposed Rates
3/4 Inch		
Customer Charge	\$ 22.50	\$ 24.00
Volume Charge	3.20	3.45
Volume Charge (Over to 50,000)	2.85	3.10

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
4	\$ 35.30	\$ 37.80	\$ 2.50	7.08%
5	38.50	41.25	2.75	7.14%
6	41.70	44.70	3.00	7.19%
12	60.90	65.40	4.50	7.39%
15	70.50	75.75	5.25	7.45%

	Current Rates	Proposed Rates
1		
Customer Charge	\$ 40.00	\$ 42.50
Volume Charge	3.20	3.45
Volume Charge (Over to 50,000)	2.85	3.10

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
7	\$ 62.40	\$ 66.65	\$ 4.25	6.81%
10	72.00	77.00	5.00	6.94%
13	81.60	87.35	5.75	7.05%
16	91.20	97.70	6.50	7.13%
19	100.80	108.05	7.25	7.19%

City of Sturgis

Water Department

Forecasted 2026 with 6.9% Proposed Rate Increase

	Current Rates	Proposed Rates		
1.5				
Customer Charge	\$ 72.50	\$ 76.50		
Volume Charge	3.20	3.45		
Volume Charge (Over to 50,000)	2.85	3.10		
Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
20	\$ 136.50	\$ 145.50	\$ 9.00	6.59%
25	152.50	162.75	10.25	6.72%
30	168.67	180.18	11.51	6.83%
35	184.50	197.25	12.75	6.91%
40	200.50	214.50	14.00	6.98%

	Current Rates	Proposed Rates		
2				
Customer Charge	\$ 117.50	\$ 124.00		
Volume Charge	3.20	3.45		
Volume Charge (Over to 50,000)	2.85	3.10		
Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
45	\$ 261.50	\$ 279.25	\$ 17.75	6.79%
55	293.50	313.75	20.25	6.90%
65	325.50	348.25	22.75	6.99%
75	357.50	382.75	25.25	7.06%
85	389.50	417.25	27.75	7.12%

	Current Rates	Proposed Rates		
3 inch				
Customer Charge	\$ 225.50	\$ 238.00		
Volume Charge	3.20	3.45		
Volume Charge (Over to 50,000)	2.85	3.10		
Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 561.50	\$ 600.25	\$ 38.75	6.90%
135	657.50	703.75	46.25	7.03%
185	817.50	876.25	58.75	7.19%
215	913.50	979.75	66.25	7.25%
250	1,025.50	1,100.50	75.00	7.31%

	Current Rates	Proposed Rates		
4				
Customer Charge	\$ 349.00	\$ 369.00		
Volume Charge	3.20	3.45		
Volume Charge (Over to 50,000)	2.85	3.10		
Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 685.00	\$ 731.25	\$ 46.25	6.75%
135	781.00	834.75	53.75	6.88%
185	941.00	1,007.25	66.25	7.04%
215	1,037.00	1,110.75	73.75	7.11%
250	1,149.00	1,231.50	82.50	7.18%

**City of Sturgis
Water Department
Forecasted 2027 with 6.9% Proposed Rate Increase**

Customer Meter Size	Current Rate	2027 Proposed Rate
5/8 - Inside	\$ 19.00	\$ 20.25
3/4 - Inside	24.00	25.50
1 - Inside	42.50	45.00
1.5 - Inside	76.50	81.00
2 - Inside	124.00	131.50
3 - Inside	238.00	252.50
4 - Inside	369.00	391.00
6 - Inside	744.00	789.00
8 - Inside	1,132.50	1,200.00
Flat Charged - Inside	66.65	70.90
5/8 - Rural	19.00	20.25
3/4 - Rural	24.00	25.50
1 - Rural	42.50	45.00
1.5 - Rural	76.50	81.00
2 - Rural	124.00	131.50
3 - Rural	238.00	252.50
4 - Rural	369.00	391.00
6 - Rural	744.00	789.00
8 - Rural	1,132.50	1,200.00
Flat Charged - Rural	\$ 133.30	\$ 141.80

COMMODITY RATE COMPARISON	Current Rate	2027 Proposed Rate
Inside City		
<i>Consumption Charge per 1000 Gallons (0-50,000)</i>	\$ 3.45	\$ 3.70
<i>Consumption Charge per 1000 Gallons (Over 50,000)</i>	3.10	3.35
Rural		
<i>Consumption Charge per 1000 Gallons (0-50,000)</i>	\$ 6.90	\$ 7.40
<i>Consumption Charge per 1000 Gallons (Over 50,000)</i>	6.20	6.70

Overall Increase	6.9%
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City of Sturgis
Water Department
Forecasted 2027 with 6.9% Proposed Rate Increase

	Current Rates	Proposed Rates
5/8 INCH		
Customer Charge	\$ 19.00	\$ 20.25
Volume Charge (0 to 50,000)	3.45	3.70
Volume Charge (Over to 50,000)	3.10	3.35

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
3	\$ 29.35	\$ 31.35	\$ 2.00	6.81%
5	36.25	38.75	2.50	6.90%
8	46.60	49.85	3.25	6.97%
11	56.95	60.95	4.00	7.02%
14	67.30	72.05	4.75	7.06%

	Current Rates	Proposed Rates
3/4 Inch		
Customer Charge	\$ 24.00	\$ 25.50
Volume Charge	3.45	3.70
Volume Charge (Over to 50,000)	3.10	3.35

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
4	\$ 37.80	\$ 40.30	\$ 2.50	6.61%
5	41.25	44.00	2.75	6.67%
6	44.70	47.70	3.00	6.71%
12	65.40	69.90	4.50	6.88%
15	75.75	81.00	5.25	6.93%

	Current Rates	Proposed Rates
1		
Customer Charge	\$ 42.50	\$ 45.00
Volume Charge	3.45	3.70
Volume Charge (Over to 50,000)	3.10	3.35

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
7	\$ 66.65	\$ 70.90	\$ 4.25	6.38%
10	77.00	82.00	5.00	6.49%
13	87.35	93.10	5.75	6.58%
16	97.70	104.20	6.50	6.65%
19	108.05	115.30	7.25	6.71%

City of Sturgis

Water Department

Forecasted 2027 with 6.9% Proposed Rate Increase

1.5

	Current Rates	Proposed Rates		
Customer Charge	\$ 76.50	\$ 81.00		
Volume Charge	3.45	3.70		
Volume Charge (Over to 50,000)	3.10	3.35		

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
20	\$ 145.50	\$ 155.00	\$ 9.50	6.53%
25	162.75	173.50	10.75	6.61%
30	180.18	192.19	12.01	6.67%
35	197.25	210.50	13.25	6.72%
40	214.50	229.00	14.50	6.76%

2

	Current Rates	Proposed Rates		
Customer Charge	\$ 124.00	\$ 131.50		
Volume Charge	3.45	3.70		
Volume Charge (Over to 50,000)	3.10	3.35		

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
45	\$ 279.25	\$ 298.00	\$ 18.75	6.71%
55	313.75	335.00	21.25	6.77%
65	348.25	372.00	23.75	6.82%
75	382.75	409.00	26.25	6.86%
85	417.25	446.00	28.75	6.89%

3 inch

	Current Rates	Proposed Rates		
Customer Charge	\$ 238.00	\$ 252.50		
Volume Charge	3.45	3.70		
Volume Charge (Over to 50,000)	3.10	3.35		

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 600.25	\$ 641.00	\$ 40.75	6.79%
135	703.75	752.00	48.25	6.86%
185	876.25	937.00	60.75	6.93%
215	979.75	1,048.00	68.25	6.97%
250	1,100.50	1,177.50	77.00	7.00%

4

	Current Rates	Proposed Rates		
Customer Charge	\$ 369.00	\$ 391.00		
Volume Charge	3.45	3.70		
Volume Charge (Over to 50,000)	3.10	3.35		

Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change
105	\$ 731.25	\$ 779.50	\$ 48.25	6.60%
135	834.75	890.50	55.75	6.68%
185	1,007.25	1,075.50	68.25	6.78%
215	1,110.75	1,186.50	75.75	6.82%
250	1,231.50	1,316.00	84.50	6.86%

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Clark Logistics Group XXVIII		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) TBD will fit appropriate criteria	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 990 Haines Boulevard, Sturgis, Michigan 49091		▶ 1d. City/Township/Village (indicate which) City	▶ 1e. County St. Joseph
▶ 2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		▶ 3a. School District where facility is located Sturgis Public Schools	▶ 3b. School Code 2633090
		▶ 4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

See Attached

6a. Cost of land and building improvements (excluding cost of land)	▶ <u>2,095,186</u>
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures	▶ <u>TBD</u>
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs	▶ <u>2,095,186</u>
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	<u>11/16/2023</u>	<u>06/30/2024</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. **0**

▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. **10-15 jobs; anticipated**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)

b. TV of Personal Property (excluding inventory)

c. Total TV

▶ 12a. Check the type of District the facility is located in:

Industrial Development District Plant Rehabilitation District

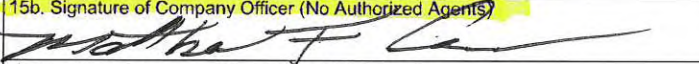
▶ 12b. Date district was established by local government unit (contact local unit)

▶ 12c. Is this application for a speculative building (Sec. 3(8))?
 Yes No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Matt Conlee	13b. Telephone Number (574) 333-5344	13c. Fax Number (574) 333-5344	13d. E-mail Address Matt@clarklogic.com
14a. Name of Contact Person Matt Conlee	14b. Telephone Number (574) 333-5344	14c. Fax Number (574) 333-5344	14d. E-mail Address Matt@clarklogic.com
▶ 15a. Name of Company Officer (No Authorized Agents) Matt Conlee			
▶ 15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (574) 333-5344	15d. Date 4-4-2024
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 3700 E Milham Ave, Portage, MI 49002		15f. Telephone Number (800) 315-8154	15g. E-mail Address Matt@clarklogic.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

RESOLUTION

WHEREAS, Clark Logistics Group XXVIII in conformity with Act 198 of the Public Acts of 1974, as amended (Act 198) has submitted an application providing all information and requirements necessary for granting of an Industrial Facilities Exemption Certificate by the City of Sturgis, County of St. Joseph, State of Michigan Clark Logistics Group XXVIII, and

WHEREAS, on November 26, 1986, the City Commission established the Industrial Development District for the industrial property of Clark Logistics Group XXVIII and

WHEREAS, the Sturgis City Assessor, and representatives of all affected taxing units were notified by certified mail of the time and place of the hearing on the application, and

WHEREAS, a hearing was held by the Sturgis City Commission providing the Assessor, and representatives of all affected taxing units the opportunity to be heard as required by the statute, and

WHEREAS, comments on granting of the Industrial Facilities Exemption Certificate have been heard and considered, and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the (governmental unit), after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

WHEREAS, it is hereby found and determined by the Sturgis City Commission that the granting of this Industrial Facilities Exemption Certificate, considered together with the aggregate amount of the Industrial Facilities Exemption Certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Sturgis, or of impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the City of Sturgis, and

WHEREAS, the Sturgis City Commission, under Section 16 (1) of Act 198, of the P.A. of 1974 and Act No. 255 of the Public Acts of 1978, as amended, has determined that the length of the Industrial Facilities Exemption Certificate shall remain in force and effect for a period of 12 years.

NOW, THEREFORE BE IT RESOLVED, that the Sturgis City Commission does hereby approve the application of Clark Logistics Group XXVIII for an “Industrial Facilities Exemption Certificate”.

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
2960 Lucerne Drive SE, Grand Rapids, Michigan 49546
P: 616.977.1000 F: 616.977.1005

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and the **City of Sturgis**, whose address is **130 N. Nottawa, Sturgis, Michigan 49091**, ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows: **General Consultation services as authorized by Owner. Specific project scope of services and fees will be authorized by individual Amendments to this PSA.**

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the documents identified in each Amendment, which are all incorporated herein by reference.

COMPENSATION OF ENGINEER: For project-specific services, the compensation is determined on a project-by-project basis as approved by the Owner.

Owner shall Pay Engineer for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within fifteen (15) calendar days of presentation of the invoice. Invoices shall be past due fifteen (15) calendar days after presentation and shall then incur interest at the rate of 7% per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within seven (7) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be identified in each Amendment who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. The Owner shall timely furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Engineers and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

INDEMNITY. Owner, indemnifies, defends and holds harmless Engineer and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, but only to the extent caused by any negligent act or omission of Owner or Owners officers, directors, partners, employees or consultants.

In addition to the indemnity provided herein by Owner, Owner shall hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project.

Engineer, indemnifies, defends and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by other engineers performing similar services in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

MUNICIPAL ADVISOR. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Owner for the particular Service which forms the basis of the claimed liability.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the sole negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

SHOP DRAWINGS AND SUBMITTALS. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that: (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) calendar days' written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Engineer agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute through mediation using a mediator agreed upon between both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis to the extent permitted by law, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may (1) mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. The venue for a court resolution will be St. Joseph County, Michigan.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.


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

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

OWNER
CITY OF STURGIS

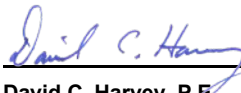
ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By: _____
Andrew Kuk
Title: City Manager

By:  8-22-2024
Craig L. Shumaker, P.E.
Title: Senior Vice President

By: _____

Title: _____
Date: _____

By: 
David C. Harvey, P.E.
Title: Sr. Engineer Manager
Date: 8/22/2024

ADDITIONAL PROVISIONS - CONSTRUCTION OBSERVATION

1. DEFINITIONS.

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

2. SITE OBSERVATION.

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

3. OWNER RESPONSIBILITIES. Owner will:

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

4. SITE SAFETY PROGRAMS AND PRECAUTIONS.

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



August 21, 2024

Andrew Kuk
City of Sturgis
130 N. Nottowa
Sturgis, MI 49091

Subject: IRS-Kirsch Municipal Airport
ALP Update-Preliminary Phase

Dear Mr. Kuk:

Mead and Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide consulting services for the above-referenced project.

Project Understanding

Our proposal is based upon several conversations with the Kirsch Municipal Airport (IRS) airport manager related to the timing of funding from the Federal Aviation Administration (FAA). The FAA grant to fund the Airport Layout Plan (ALP) update is expected to be received in late fall 2024 or even early winter 2025. This timing does not support the acquisition of the necessary aerial photos or the LIDAR data to facilitate the ALP project development in early 2025. If these products must be acquired in spring 2025, it will delay the start of the project at least six or more months. Consequently, as a preliminary phase of the overall ALP project, approval to collect the aerial mapping and the LIDAR obstruction data will be conducted as part of this agreement.

Mead & Hunt’s Scope of Services

After receipt of authorization to proceed, Mead & Hunt shall:
Authorize NV5, the photogrammetry subconsultant, to conduct the aerial mapping and LIDAR obstruction data collection flight, yet in 2024, prior to the leaf-off condition.

Responsibilities of the City of Sturgis/Kirsch Municipal Airport

Our Scope of Services and Compensation are based on the City of Sturgis performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by the Client Short Name or provided by Mead & Hunt, Inc. as an Additional Service only as authorized by the Client Short Name:

- Work outlined in the full IRS ALP Update Scope of Services, beyond the acquisition of the aerial mapping and LIDAR obstruction flight.

Project Schedule

Upon receipt of a signed contract, Mead & Hunt will Authorize NV5 to place the IRS aerial and LIDAR data collection on their flight schedule. Once collected, both NV5 and Mead & Hunt will hold that data until receipt of the fully executed ALP contract, in accordance with the federally funded project.

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. The City of Sturgis will pay Mead & Hunt Fifteen Thousand and 00/100 Dollars (\$15,000.00) which includes Seven Thousand and 00/100 Dollars (\$7,000.00) for the imagery acquisition and Eight Thousand and 00/100 Dollars (\$8,000.00) for the LIDAR acquisition. Receipt of payment for these services will be credited toward the full ALP project, once that project is authorized by the City of Sturgis and the FAA, with receipt of the FAA grant.

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Signature Page to Follow

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of the City of Sturgis and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the agreement attached as Exhibit A, hereto.

We appreciate the opportunity to submit this proposal to the City of Sturgis.

Respectfully submitted,

MEAD AND HUNT, INC.



Martha J. Frary
Administrative Assistant

Approved by: MEAD AND HUNT, INC.

By: Stephanie A.D. Ward

Name: Stephanie A.D. Ward

Title: Vice President

Date: August 21, 2024

Attachments

Accepted by: CITY OF STURGIS

By: _____

Name: _____

Title: _____

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Exhibit A. Agreement

MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable,

unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance

with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction or Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent; files a petition in bankruptcy; is adjudicated bankrupt; has an assignee; referee, receiver or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:
Stephanie Ward
2605 Port Lansing Road
Lansing, MI 48906
stephanie.ward@meadhunt.com

Client Project Manager:
Andrew Kuk
130 North Nottowa
Sturgis, MI 49091
akuk@sturgismi.gov

For Notices made pursuant to Article 12:
Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
notices@meadhunt.com

For Notices made pursuant to Article 12:
Client Legal Department (optional)
Address
Address 2
Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the

Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
of a form and in an amount as required by state law

- B. Employer's Liability:
\$1,000,000 each accident
\$1,000,000 disease, each employee
\$1,000,000 disease, policy limit

- C. Automobile Liability (including all owned, hired and non-owned vehicles):
\$1,000,000 each accident

- D. Commercial General Liability (bodily injury and property damage — combined single limit):
\$1,000,000 each incident
\$2,000,000 annual aggregate

- E. Errors and Omissions:
\$5,000,000 each incident
\$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.

Exhibit B. Federal Regulations



**FAA
Airports**

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects
(Issued on January 20,2023)

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The following provisions are hereby included in and made part of the attached Contract between the SPONSOR and MEAD & HUNT, INC.

CONTRACT GUIDANCE

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.

The term “**contractor**” is understood to mean a contractor, subcontractor, or **consultant**; and means one who participates, through a contract or subcontract (at any tier).

A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A3 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A5 CIVIL RIGHTS - GENERAL

SOURCE: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE: 49 USC § 47123, FAA Order 1400.11

Title VI Solicitation Notice:

The SPONSOR in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE : 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE: 2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A11 DEBARMENT AND SUSPENSION

SOURCE: 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE: 49 CFR Part 26

Contract Assurance (49 CFR § 26.13; mandatory text) –

The Contractor, subrecipient 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 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, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the SPONSOR or MDOT AERO. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR or MDOT AERO. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

SOURCE: Executive Order 13513, DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SOURCE: 2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to

post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, 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, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE: 29 USC § 201, et seq, 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A22 RIGHT TO INVENTIONS

SOURCE: 2 CFR Part 200, Appendix II(F), 37 CFR Part 401

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

SOURCE: 49 CFR Part 41

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

SOURCE: 2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

SOURCE: 49 USC § 50104, 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

SOURCE: 49 USC § 47112(c)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Exhibit E2
NV5 – ADIP Survey Work & Mapping

April 12, 2023

Ms. Stephanie Ward
 Department Manager – Aviation East
 Mead & Hunt
 2605 Port Lansing Road
 Lansing, Michigan 48906

Project: 042193 | Aeronautical Obstruction Survey – Kirsch Municipal Airport (IRS)

Dear Ms. Ward,

This summary of work describes our understanding of the scope of work and services required for an aeronautical obstruction survey at the Kirsch Municipal Airport (IRS) located in Sturgis, MI. The project will be done in compliance with Airports GIS Program policies and will include an airport airspace analysis for vertically guided operations for Runway 1/19 and non-vertically guided operations for Runway 6/24. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5070-6B, Change 2 “Airport Master Plans”
- AC 150/5300-13B “Airport Design”
- AC 150/5300-16B “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-17C, Change 1 “Standards for Using Remote Sensing Technologies in Airport Surveys”
- AC 150/5300-18B, Change 1 “General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Airport Survey Data Collection and Geographic Information System (GIS) Standards”

Summary of Work

We understand that the purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: 2.7.1.1 Runways with Vertical Guidance and 2.7.1.3 Runways without Vertical Guidance. In addition, and per FAA Policy Guidance issued 9/22/22, we will be evaluating, updating, and/or incorporating the Obstacle Authoritative Source (OAS) obstacle data (1,089 existing objects in OAS within 18B surfaces) as a part of this project. Mead & Hunt will be responsible for any updates to the OAS data using the FAA’s Runway Airspace Management tool.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1”=3,846’ of the obstruction surface areas and 1”=1,923’ of the mapping limits. The aerial imagery will cover all of the VG and NVG Airspace Analysis surfaces using a Digital Mapping Camera III (DMC III) camera system, or comparable, during leaf-on conditions.

From the 1”=3,846’ imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0’ pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG and NVG surfaces

From the 1”=1,923’ imagery, we will produce the following:

- 100 scale mapping with 2’ contours of the mapping limits (1,172 acres)
- Color digital orthophotos with a 0.5’ pixel resolution
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, VGPS, and NVGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, Mead & Hunt, and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA ADIP online database.

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. In addition, we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Kirsch Municipal Airport (IRS) inclusive of the obstruction surfaces as defined in the attached exhibits.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 Geospatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the MI State Plane Coordinate System, South Zone, International survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

NV5 Geospatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control.
- Collection of the airport runway end positions
- Collection of vertical profile for runway
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix" for Airport Layout Plan.
- Full field-collected attribution of all airport features
- Final Survey Report

Photogrammetric Mapping

We will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the exhibit. We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be

continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA) and AutoCAD format (Mead & Hunt).

Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG and NVG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to ADIP will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of Existing Runway 1/19 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)
- 2.7.1.3 Analysis of Existing Runway 6/24 without Vertically Guided Operations (Surfaces include the NVGPS, NVGAS, NVGTS, and NVGHS)

Other Obstruction Surveys

As shown in attached exhibits, other obstructions to be provided directly to Mead & Hunt include:

- Existing Runway 1/19 - Part 77 – NPIR(C)
- Existing Runway 1/19 – AC 13B – Surface 5 – (> ¾ statute mile) & Surface 6
- Existing Runway 6/24 – Part 77 – VIS A (RW 6) & NPIR(A) (RW 24)
- Existing Runway 6/24 – AC 13B – Surface 2

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded to ADIP in ESRI Shapefile format.

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <https://adip.faa.gov/agis/public/>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to ADIP include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for **Existing** Runway 1/19 & 6/24
- Planimetric data and two foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for runway
- NAVAID data
- FGDC compliant metadata
- Final Report

We will deliver the following items to Mead & Hunt:

- Planimetric data and two foot contours in AutoCAD format (mapping limits)
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (mapping limits)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)
- OAS obstacle data spreadsheet containing changes (XLS format)
- Other obstruction survey data in CSV/XLS format
- Spot elevations on buildings on airport property
- Spot elevations on buildings in the approach surface off airport property

All digital files will be delivered on external hard drive, FTP or CD/DVD.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$88,662.00.

Client Responsibilities

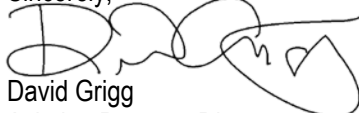
The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by Mead & Hunt. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by NV5 Geospatial.

NV5 Geospatial Representative

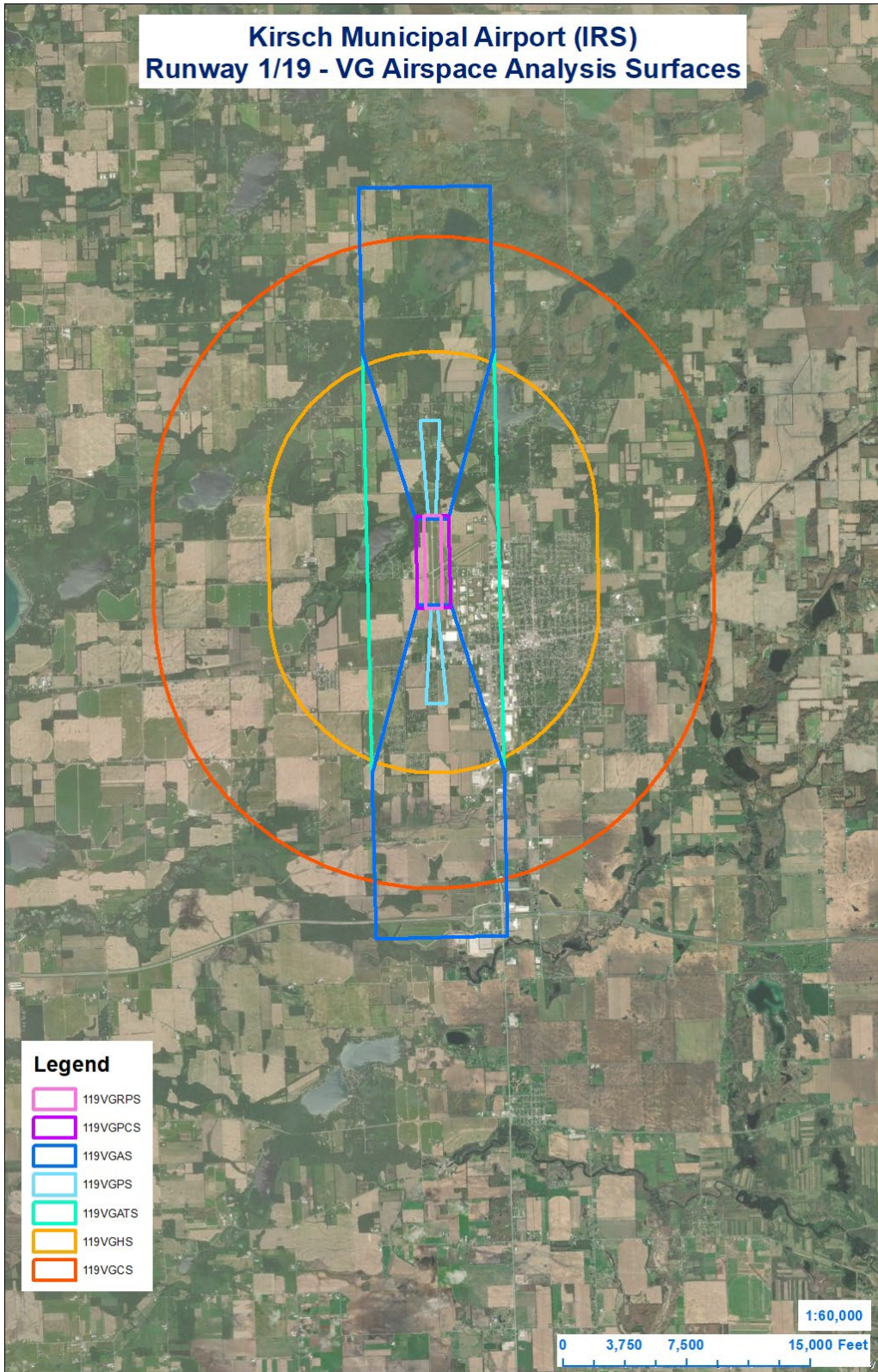
Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

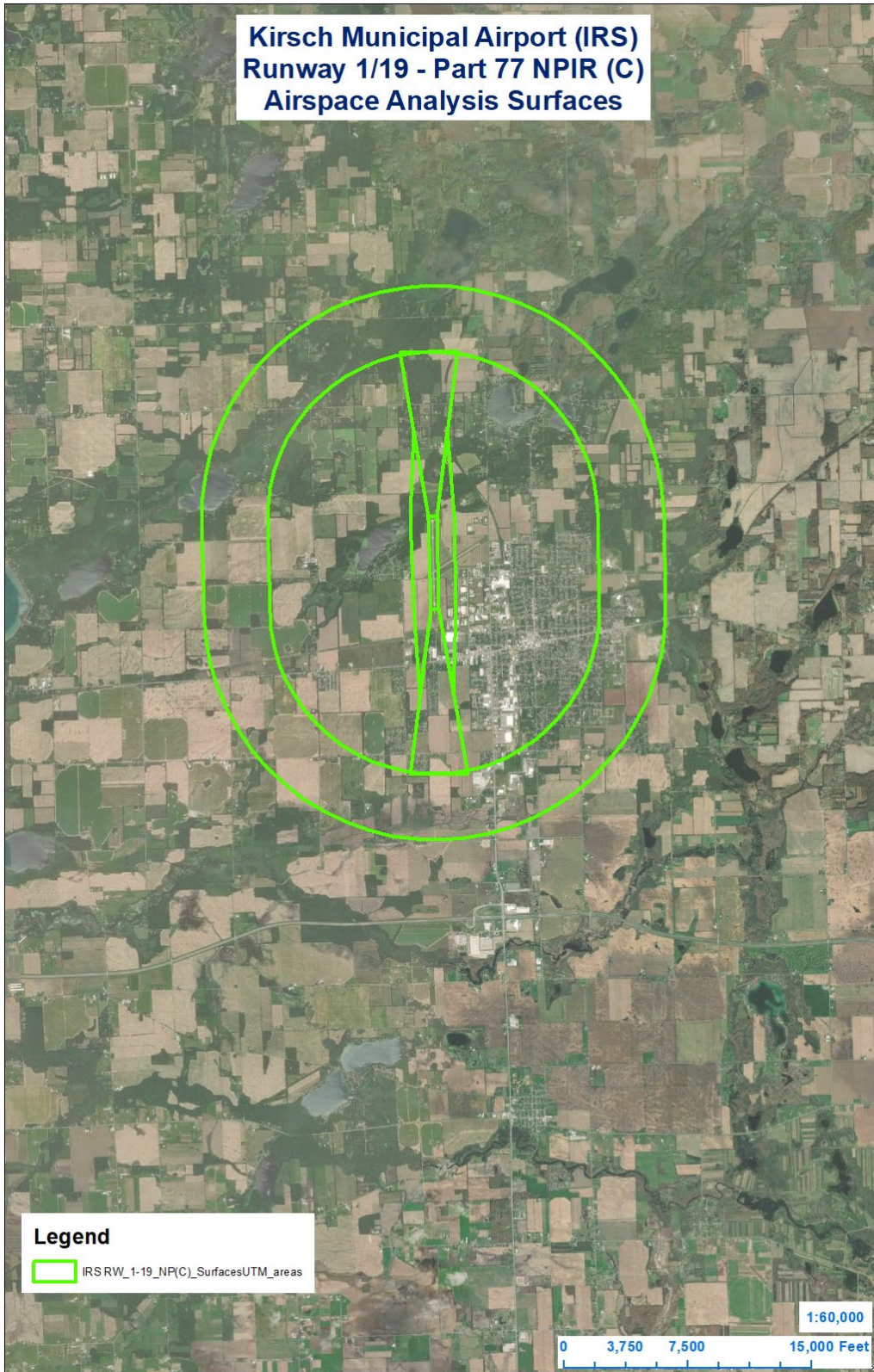
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at 803-351-3136 or email me at the address shown below.

Sincerely,



David Grigg
 Aviation Program Director
David.Grigg@nv5.com

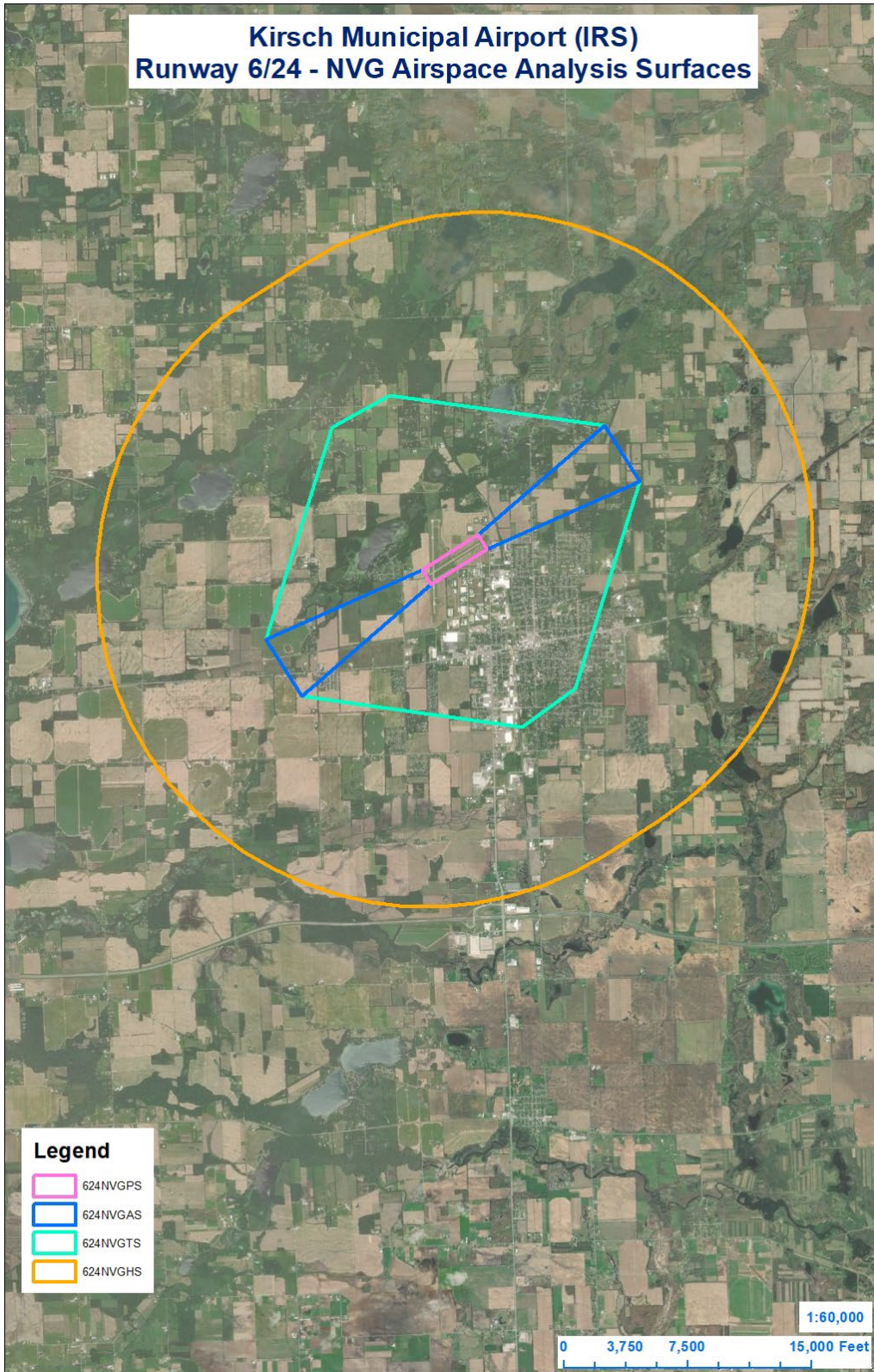


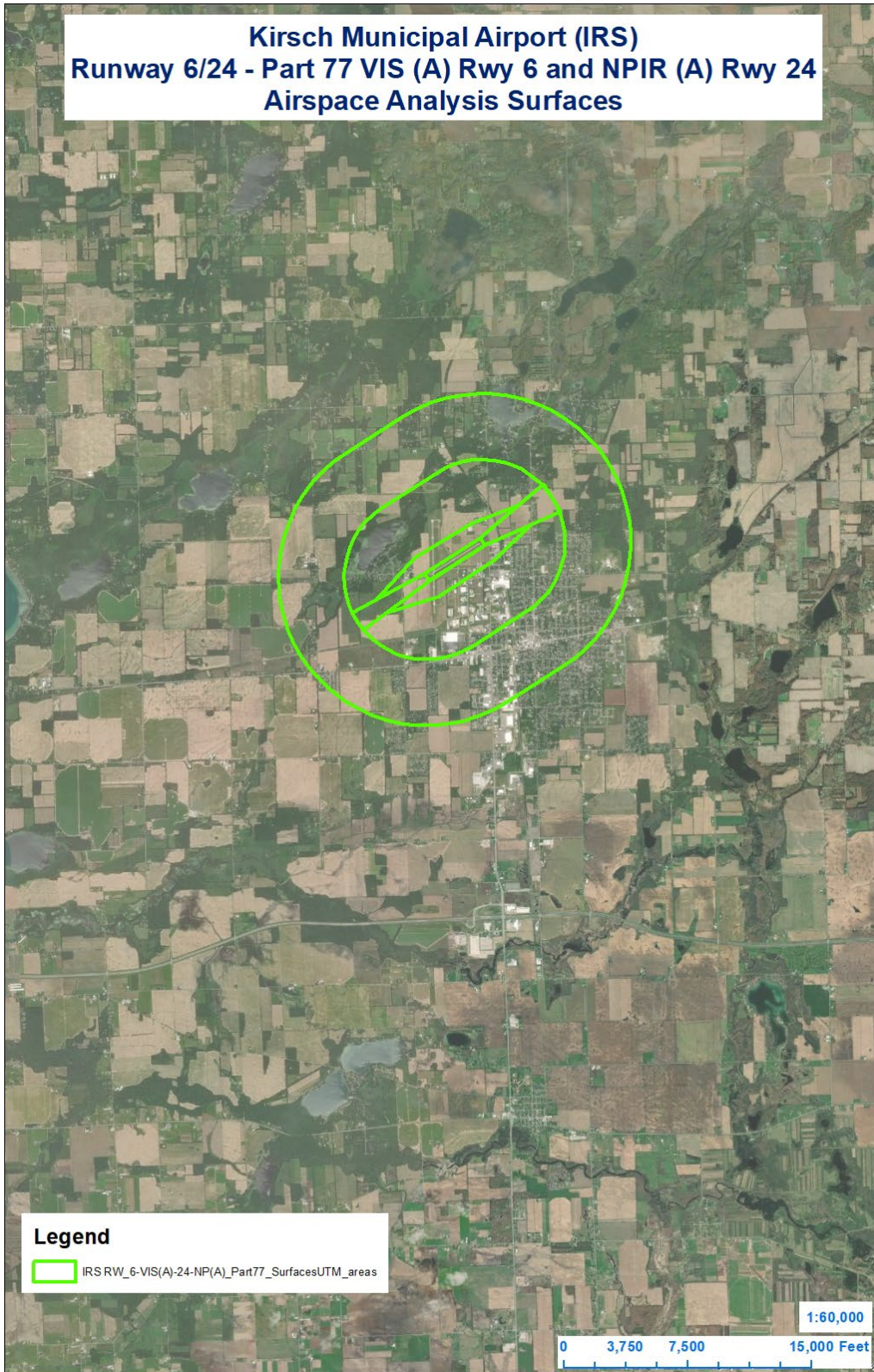






**Kirsch Municipal Airport (IRS)
Runway 6/24 - NVG Airspace Analysis Surfaces**











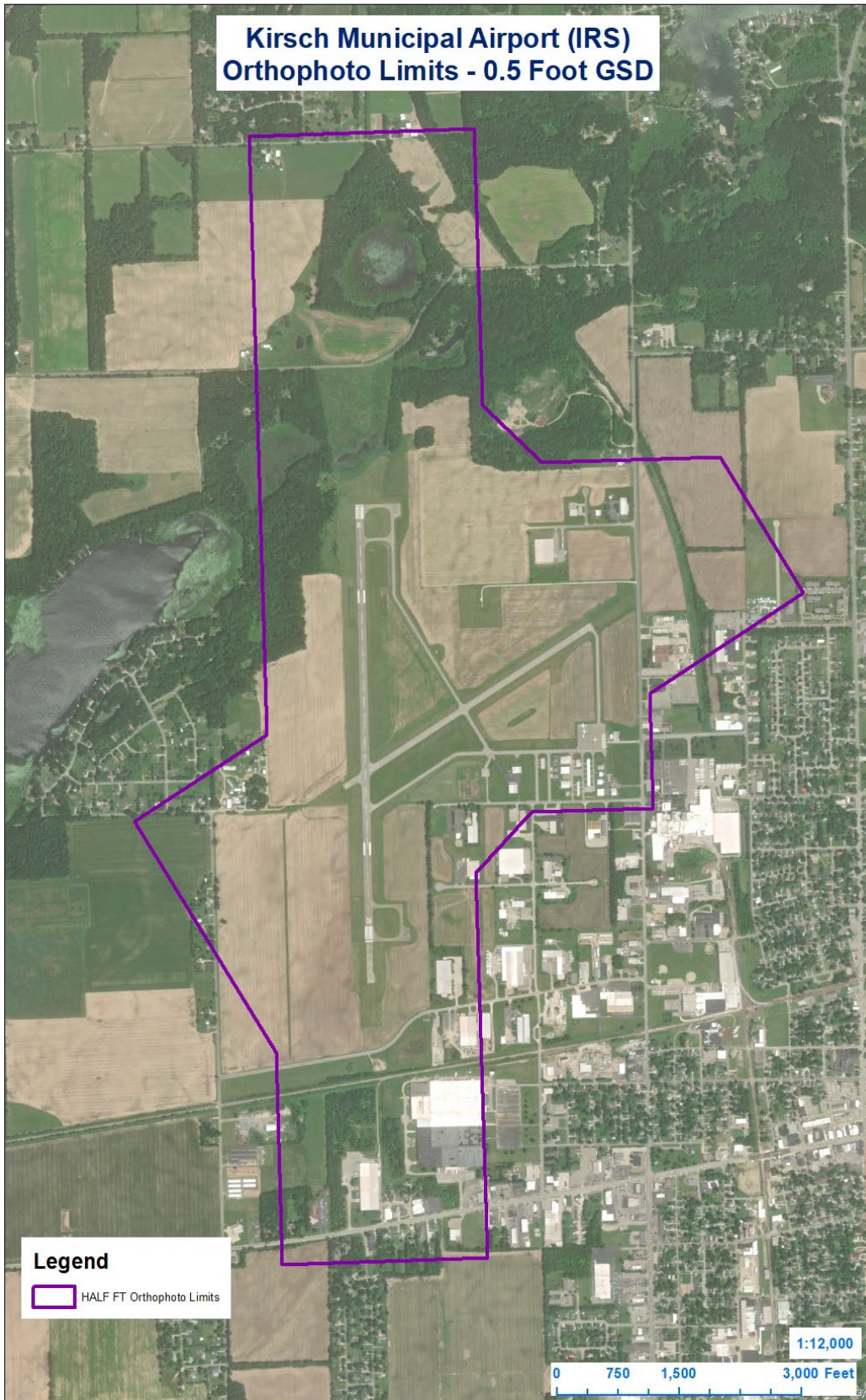
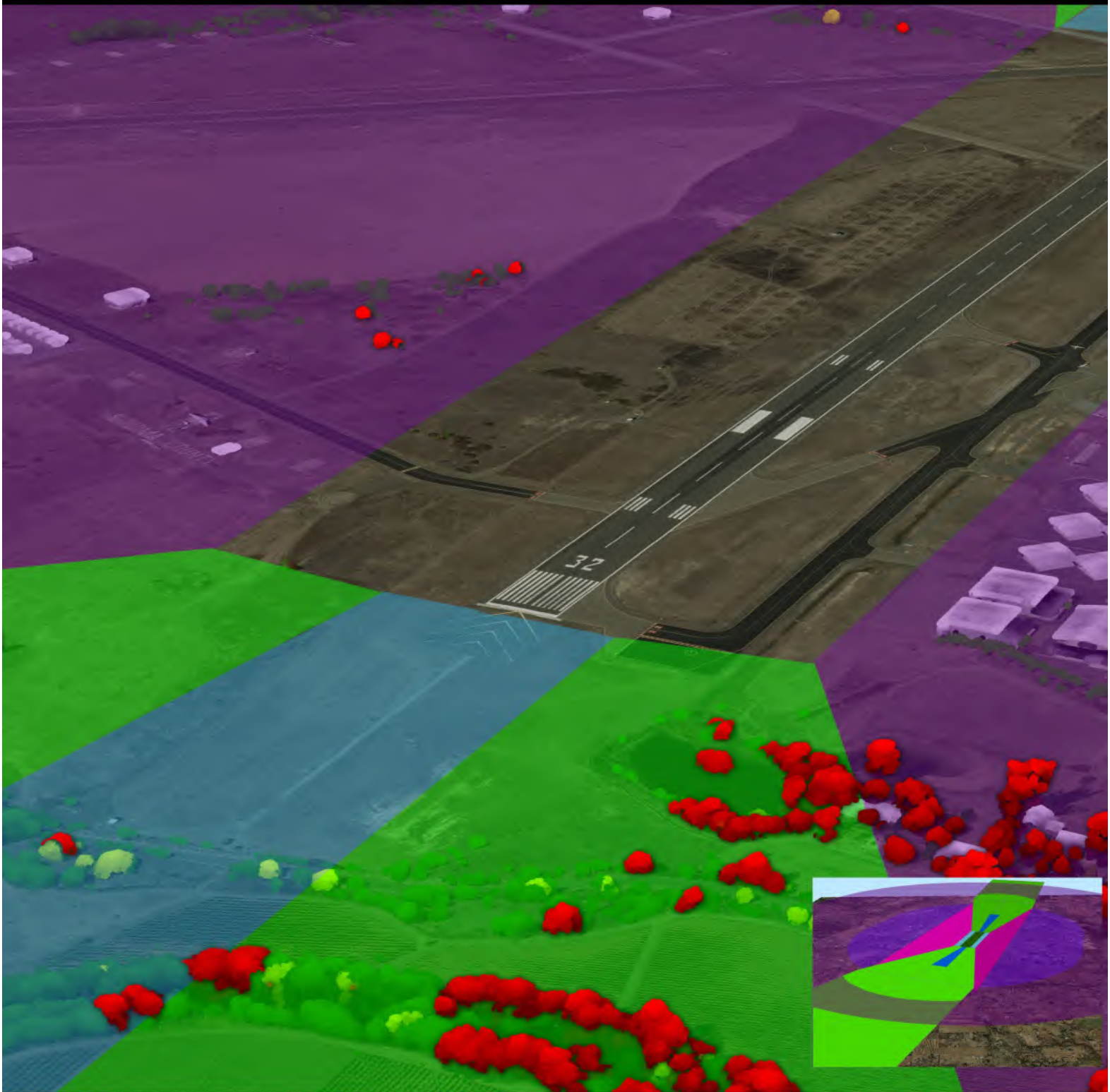


Exhibit E3
Airport Obstruction Evaluation

AIRPORT VEGETATION MANAGEMENT

NV5 GEOSPATIAL



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