



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, MARCH 26, 2025
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
 - A. Action of Minutes of Previous Meetings
 - **APPROVE the minutes from the March 12, 2025 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$1,974,366.58 as presented.**
 - C. Trinity Lutheran Church Cross Walk
 - **APPROVE the requests for the 2025 Trinity Lutheran Church Cross Walk as presented.**
 - D. N. Park St. Traffic Control Order #2025-01
 - **APPROVE Traffic Control Order #2025-1 as presented.**
 - E. St. Joseph St. Traffic Control Order #2025-02
 - **APPROVE Traffic Control Order #2025-02 as presented.**
 - F. St. Joseph St. Traffic Control Order #2025-03
 - **APPROVE Traffic Control Order #2025-03 as presented.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. Sturgis Molded Products IFT Public Hearing – Kenneth Rhodes
 - B. Zoning District Changes First Reading – William Prichard
 - C. Zoning Ordinance Discussion – William Prichard
 - D. Water System Reliability Study RFP's – Barry Cox
 - E. N. Franks Ave. Contingency Request – Barry Cox
 - F. Weather Siren Replacement – Andy Strudwick
 - G. Fire Department Exhaust System Bids – Andy Strudwick
 - H. Bond Authorizing Resolution – Holly Keyser
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

Manager's Report

MARCH 26, 2025



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Andrew Kuk
City Manager

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for March 26, 2025 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the March 12, 2025 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,974,366.58 as presented.

8C. Trinity Lutheran Church Cross Walk

For many years now Trinity Lutheran Church has held a Cross Walk in which the members of the congregation and other friends of the community walk from the church to singing hymns and carrying a cross. The Commission has previously approved these requests, including the use of police staff for assistance.

Following a short opening service in the church, they would exit their property and head north on Lakeview to Chicago Road. They would travel west along Chicago Road to Free Church Park and hold a short service there before proceeding south on Monroe Street to Congress Street and returning to the church.

Trinity Lutheran would be making use of sidewalks for this route, and police assistance would be limited to helping ensure the group could cross major intersections.

Staff is recommending approval of the request, including use of Free Church Park and police assistance. The Cross Walk would be held on Good Friday, April 18, 2025, beginning at noon.

Consent Agenda Motion:

APPROVE the requests for the 2025 Trinity Lutheran Church Cross Walk as presented.

8D. N. Park St. Traffic Control Order #2025-01

A review of traffic control devices as part of the St. Joseph Street Reconstruction project yielded an anomaly. North Park Street currently has a yield sign installed for defining vehicular right of way at the T-intersection with St. Joseph Street. The other T-intersections or cross intersections on St. Joseph Street have stop signs to define the right of way. Staff is proposing to change this sign to a stop sign as part of the construction activities on St. Joseph Street to maintain consistency of traffic control at the St. Joseph Street intersections.

Consent Agenda Motion:

APPROVE Traffic Control Order #2025-01 as presented.

Information Included in Packet:

1. TCO 2025-01

8E. St. Joseph St. Traffic Control Order #2025-02

The Michigan Department of Transportation (MDOT) adopted the “Uniform Criteria for Major Streets” manual in 1974. The criteria have been updated several times, the latest being in June 2023. Act 51 Major streets are

classified based on those streets of greatest general importance to a municipality.

During the mid-1970's, MDOT made a push for cities to restrict parking on narrow major streets and at the time the City restricted parking on both sides of major streets to meet the uniform criteria. St. Joseph Street is a major street from N. Centerville Road to N. Clay Street and restricts parking on both side of the road to N. Nottawa Street.

A review of traffic control orders for St. Joseph Street did not identify a traffic control order to prohibit parking on the corridor. A traffic control order is needed to formalize the prohibition and allow for writing legal tickets. The north side of St. Joseph Street at ACM Plastics does not have any "No Parking" signs and would be the area where parking prohibition would be added. All signage would be installed as part of the current street project.

Consent Agenda Motion:

APPROVE Traffic Control Order #2025-02 as presented.

Information Included in Packet:

1. TCO 2025-02

8F. St. Joseph St. Traffic Control Order #2025-03

St. Joseph Street currently has a warning sign for westbound traffic at the east end of ACM Plastics, which is the primary delivery access point for semi-trucks. The warning sign is there to provide drivers warning of large, slow-moving vehicles entering and exiting St. Joseph Street. This notice should be provided to traffic in both directions. In reviewing our traffic control orders, staff did not locate one for these warning signs. This traffic control order would place "Truck Crossing" warning signs for traffic coming from both directions toward ACM's driveway.

Consent Agenda Motion:

APPROVE Traffic Control Order #2025-03 as presented.

Information Included in Packet:

1. TCO 2025-03

10. New Business

A. Sturgis Molded Products IFT Public Hearing

Staff: Kenneth Rhodes

OPEN PUBLIC HEARING

Sturgis Molded Products (SMP) is expanding its facility with a new 47,000 sq. ft. addition. SMP, a plastic injection molder, has expanded their facility at 1950 Clark Street numerous times in the past. They have also applied for and received several previous Industrial Facilities Exemption Certificates (IFECs). This current investment is valued at \$2,850,000.00.

The approval of an IFEC will provide the parcel owner with a reduction of approximately 50% of their tax liability for the new addition. The IFEC will only be applied to the real property; industrial personal property is exempt from local taxes. Typically the City has awarded IFECs for a term of twelve years. If approved, the IFEC will result in annual tax savings for SMP of approximately \$35,000.00.

A representative from Sturgis Molded Products will be present at the meeting to answer any questions.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution approving an Industrial Facilities Exemption Certificate for Sturgis Molded Products Company as presented.

Staff Recommendation:

ADOPT

Information Included in Packet:

1. Resolution
2. Application

10. New Business

B. Zoning District Changes First Reading

Staff: William Prichard

This is the first reading for proposed zoning district changes affecting nine properties; the proposed changes are being recommended to better align zoning with existing and intended land uses. These nine properties have been placed into five groups for presentation purposes and maps identifying these properties are included in the packet. The Planning Commission held a public hearing on March 18, 2025, and recommend the following zoning changes to the City Commission.

Re-zoning of properties to Residential 3 (R-3) - Groups 1 to 3: These properties are located on the west side of Chicago Road and include an area primarily developed with single-family homes. The area includes four existing single-family dwellings. Additionally, 1787 W. Chicago Road, formerly Sturgis Printing, was recently purchased by a new owner who intends to convert the building into a single-family home. This request presents an opportune time to rezone the area to R-3 to ensure consistency with residential zoning standards. Rezoning to R-3 will:

- Align zoning with existing residential uses.
- Make it easier for the property owners to comply with residential zoning requirements.
- Support future property sales.

Group 1 represents properties that are currently in the Manufacturing (M) zoning district. The recommendation is for the following properties to be rezoned to R-3:

- 1787 W. Chicago Road (75-052-777-133-00)
- 166 Campbell Street (75-052-777-134-00)
- 163 Campbell Street (75-052-777-135-00)

Group 2 represents properties that are currently in the Business Highway 1 (B-H1) zoning district. The recommendation is for the following properties to be rezoned R-3.

- 147 Campbell Street (75-052-777-138-00)
- 136 Campbell Street (75-052-777-137-00)

Group 3 represents a property that is currently split-zoned Manufacturing (M) and Business Office Service (B-OS). The recommendation is for the following property to be rezoned to R-3:

- 146 Campbell Street (75-052-777-136-00)

Hackman Rosenberg Chapel Parcels (E. Chicago Road) - Groups 4 and 5:

These parcels include the funeral home and its parking lots. One parcel is split-zoned, and the other two are zoned residential but used as parking lots for the funeral home. The recommendation is to rezone these parcels to Business Office Service (B-OS). Rezoning these properties to B-OS, Business Office Service will:

- Ensure zoning aligns with current land use.
- Eliminate split zoning for improved zoning consistency.
- Facilitate a lot combination, benefiting the property owner.

Group 4 represents the two properties that are a portion of the parking lot at Hackman-Rosenberg Chapel and are currently zoned Residential 3 (R-3). The recommendation is for the following parcels to be rezoned to the B-OS zoning district. The properties included in this group are:

- 801 E. Chicago Road (75-052-310-051-00)
- 104 Virginia Avenue (75-052-310-049-00)

Group 5 is currently split-zoned B-OS and Residential 3 (R-3). The parcel houses Hackman-Rosenberg Chapel. The recommendation is for the following parcel to be entirely zoned to B-OS zoning district. The property included in this group is:

- 105 S. Lakeview Avenue (75-052-310-002-00)

Proposed Motion:

Move that the Sturgis City Commission CONSIDER/NOT CONSIDER this the first reading of an amendment to the Zoning Code, Article III pertaining to the zoning map as presented.

Staff Recommendation:

CONSIDER

Information Included in Packet:

1. Zoning Maps indicating the existing zoning districts
2. Zoning Maps indicating the proposed zoning districts

10. New Business

C. Zoning Ordinance Discussion

Staff: William Prichard

During the zoning ordinance review process at the end of 2024 and the beginning of 2025, two topics were discussed by the City Commission for future consideration.

1. The requirement for the color of roofing materials to match between principal and accessory structures.
2. Regulations concerning driveway and parking area surfaces.

Staff has provided potential options for addressing these issues.

Roofing/Siding Color Regulations for Residential Dwellings

The current zoning ordinance requires that the color of roofing materials for accessory structures match those of the principal structure. This has been a frequent point of disagreement or frustration for residents. Zoning Ordinance section 1.1105 (B) (5) states the following:

Accessory buildings exceeding 200 square feet must be provided with exterior finish materials similar to the principal building on the lot. Examples include roofing and siding materials. These items shall be of the same or similar, compatible colors to the principal building. An alternate roofing or siding material may be substituted if the color(s) is compatible with the principal building. They shall be built with architecture and materials that reasonably compliment the architecture and materials of the dwelling.

As discussed previously, staff has presented this issue and potential remedies to the Planning Commission in the past. After review, the Planning Commission has not chosen to recommend any changes to this section.

Proposed Options:

1. *Maintain Current Requirement:* The ordinance would continue to require that the principal structure and accessory structures have matching/compatible roofing colors.
2. *Maintain Regulations for each Structure, but not Between Structures:* The ordinance would require that each structure (principal and accessory) be uniform in color unto themselves, but would not require that the accessory structure match the principal structure. This would prevent highly inconsistent or patchwork appearances while allowing some flexibility.
3. *Remove the Color Regulation:* No regulation on roofing colors for accessory structures would remain in place, allowing homeowners to select any roofing material and color (or colors) they choose.

Driveway and Parking Area Surface Regulations for Residential Uses

Prior to 2011, gravel driveways were permitted in all residential uses. In 2011, the City Commission adopted a requirement that only solid surface materials (asphalt or concrete) could be used in the front yard setback, while gravel was still permitted elsewhere. In 2021, the Planning Commission and City Commission revised this policy to require solid surface materials for all parking areas in residential zoning districts. This change was made in response to enforcement challenges and an increase in unregulated gravel driveways.

Zoning Ordinance section 1.0902 (G) (2) (b) states the following:

The driveway or defined parking area shall be constructed of a hard surface pavement with a minimum two-and-a-half (2.5) inches of asphalt or four inches of concrete. Bricks or pavers may be approved if they are constructed according to the manufacturer's specifications for driveways but may not be used in the right-of-way or sidewalk area. The right-of-way or sidewalk area must be of a material approved by the city of Sturgis engineering department.

As part of the Zoning Ordinance changes earlier this year, the City Commission requested that the Planning Commission consider an amendment to allow existing gravel driveways to expand one time by an additional two feet in width. The

Planning Commission reviewed the proposal and recommended the change, which was approved. The amendment is now in effect, and the zoning ordinance has been updated to reflect this revision.

Proposed Options:

1. *Eliminate Solid Surface Requirements:* No longer require solid surface driveways in residential use properties. Under this option, staff would recommend that a solid surface requirement remain for the drive approach and any area within the City right-of-way.
2. *Revert to Pre-2021 Regulation:* Reinstate the 2011-2021 policy where only front yard setback areas in residential districts must be paved, while gravel may be used elsewhere.
3. *Maintain Current Regulation:* Continue requiring all driveways and parking areas in residential districts to be paved.

Should the Commission want to make a change related to one or both of these issues, staff would recommend that the Commission direct us to forward the issue to the Planning Commission for consideration. Staff would work to develop draft language that the Planning Commission would review and hold public hearing(s) on. The recommended final language would then be brought back to the Commission for final approval.

10. New Business

D. Water System Reliability Study RFP's

Staff: Barry Cox

In late January, staff issued a Request for Proposal to complete an update of the City's Water Reliability Study. The last study was completed in early 2021. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) requires water systems to update reliability studies every five years. A reliability study focuses on projecting water system demand and system capacity to ensure that the water system can supply customer needs into the future. Projections are compared with the existing system's supply, treatment elements, system storage, and the distribution system (pressure and fire flow).

The proposals were requested as a closed bid and eight engineering firms submitted proposals. Proposals were opened on February 10th. The proposals were reviewed by a three-person review committee. The committee selected Prein & Newhof based on their proposal cost, reliability studies completed for Michigan water systems, scheduled completion timeframe, and highly experienced reliability study team. Prein & Newhof is also updating the City's water system General Plan as part of the proposal, providing additional value to the City. A spreadsheet with a cost comparison of the received proposals is included in your packet.

Prein & Newhof's cost of proposal is \$11,800.00. The FY 2024-2025 Water Capital budget included \$60,000.00 for the reliability study.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Water Reliability Study proposal from Prein & Newhof in the amount of eleven thousand, eight hundred dollars (\$11,800.00) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Cost Comparison
2. Prein & Newhof Proposal

10. New Business

E. N. Franks Ave. Contingency Request

Staff: Barry Cox

During approval of the N. Franks Avenue Reconstruction project on February 14, 2024, the City Commission approved a contingency budget of \$57,000.00 for the project. The original MDOT project award was \$567,425.50. The approved contingency budget was about 10% of the construction award.

The project saw several bid item quantities increase over the course of construction which added cost to complete the project. Bid quantities for pavement removal, road subbase, 6" aggregate base under the shared use path, 8" aggregate base under the road, cold milling area, surface course asphalt, and concrete quantities added approximately \$20,000.00 to the project costs. Also, additional drainage structures were added to reduce the potential for flooding at the low point of the road just north of the Doyle Center. This was an additional \$21,900.00.

Due to the project's pace, Fleis and VandenBrink requested an increase of \$24,000.00 for added resident project representative services time, which was approved in October. Additionally, Fleis and VandenBrink estimates another \$5,000.00 in time is needed to complete final contract balancing, pay applications, and MDOT audit review on the project.

As shown in the included spreadsheet, based on current information, staff anticipates that an additional \$20,000.00 in contingency will be required for this project.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY supplemental contingency budget of twenty thousand dollars (\$20,000.00) for the N. Franks Avenue Reconstruction Project.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. N. Franks Ave. Cost Breakdown

10. New Business

F. Weather Siren Replacement

Staff: Andy Strudwick

In 2024, during an extended tornado warning for St. Joseph County that lasted for nearly an hour, the weather siren on top of the Public Safety Building suffered a catastrophic failure and was unable to be repaired. Staff has been in communication with St. Joseph County Central Dispatch and the Emergency Management Division of the Sheriff's Office discussing long term plans for the aging system, but at this time no viable system-wide replacement options exist.

To return the siren to operation, staff began seeking quotes for its replacement as part of the current system. The only company in Michigan to offer the Federal Signal Siren is West Shore Services, Inc. out of Allendale, MI. West Shore Services currently provides service to the existing sirens in the City and throughout the county and is thus familiar with our countywide operations. Staff is requesting a bid waiver for the purchase of the siren from West Shore Services.

Included in your packet is the proposal from West Shore Services in the amount of \$29,200.00. This cost includes equipment, delivery, and full installation of the new siren. In speaking with West Shore Services, it was determined that it would be more cost effective to place the new siren on a free-standing pole as opposed to replacing the existing unit on top of the public safety building. Staff is working with West Shore to determine the best location for the siren, but at this time the thought is in the parking lot across from City Hall and the Sturges-Young Center for the Arts (Lot 9).

Due to the unplanned nature of the failure this item was not budgeted for fiscal year 2024-2025. A budget amendment for General Fund Capital will be required for the full amount of the purchase.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a bid waiver for and the purchase of the Federal Signal Siren from West Shore Services in the amount of twenty-nine thousand two hundred dollars (\$29,200.00) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. West Shore Services Proposal

10. New Business

G. Fire Department Exhaust System Bids

Staff: Andy Strudwick

During the 1996 remodel of the Sturgis Police and Fire Department an exhaust removal system was installed in the fire apparatus bay. Consistent with the National Fire Protection Association (NFPA) Standard 1550 this system was responsible for the removal of all exhaust created when a fire truck was started.

The system installed in 1996 by the Nederman Corporation was activated by a manual start button, as well as activated by a radio system tied to central dispatch. Anytime the department was dispatched to a call, the exhaust system would activate ahead of the vehicles starting. Once the system was started it would draw exhaust from the tail pipes of the vehicles by way of a flex pipe that was attached to the truck. These flex pipes were attached to hard duct pipes and the exhaust was drawn through the ducts by a roof mounted fan system.

This current system was operational for 25 years, with routine maintenance being performed by the Nederman Corporation. The Department began to experience significant issues related to general wear and tear as well as equipment and piping failures and replacement has been under consideration for several years. Additionally, in 2019 the county switched to an 800mghz radio system that no longer was compatible with the Nederman system. Coupled with the addition of three ambulances into the station the existing unit needs replacement.

According to NFPA 1550, fire stations must have exhaust emission control systems to protect firefighters and prevent exposure to exhaust emissions. Requirements include:

- **Exhaust removal:** The system must remove 100% of vehicle emissions, including fumes, particulates, and gases.
- **Safety:** The system must not block exits, doorways, or aisles in the apparatus bay.

- **Installation:** The system must be installed by factory-trained and authorized personnel.
- **Automatic operation:** The system must automatically activate, disconnect, shut down, and reactivate without human intervention.

An Invitation to Bid was sent out on the bid network as well as to three companies identified during the spec process. Bids were due on March 10th and only two companies responded.

Staff examined the bids provided by Plymovent and Magnegrip to ensure they met the specifications of the bid and compliance with NFPA standards. Plymovent and Magnegrip use similar systems to include a roof-mounted fan system attached to duct work that runs through the apparatus bay. The duct work is connected to flexible hoses that attach to the tailpipes of the trucks.

They both use an auto startup system that senses the truck starting up (pressure change), which alerts the roof fan to start up and draw exhaust out of the building. As the vehicles exit the building a magnet release is triggered at the door, disconnecting the flex hose from the tailpipe. Additionally, both systems feature a proximity switch that alerts the exhaust system to kick on when trucks are arriving on station, so the flex pipe can be attached limiting the amount of fumes entering the building.

Included in your packet is a comparison table for the two systems that outlines features, specifications, and cost for both.

In reviewing the provided information and speaking with fire departments throughout Michigan utilizing both systems, staff is recommending Plymovent for the Sturgis Department of Public Safety. Not only are NFPA standards met in the system, but the availability of maintenance and repair within two hours was a key features for staff. Additionally, the ridged overhead piping of Plymovent appears to be more durable compared to the flex piping of Magnegrip.

The FY 2024-2025 Capital Budget for the Fire Department included \$100,000.00 for the purchase of this equipment. The bid of Plymovent is \$77,531.00; this is

under the budgeted amount despite being the higher than the low bid by \$2,232.00.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the purchase of the Plymovent Exhaust System from Hastings Air Energy Control, Inc. in the amount of seventy-seven thousand, five hundred and thirty-one dollars (\$77,531.00) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Comparison Table
2. Bids

10. New Business

H. Bond Authorizing Resolution

Staff: Holly Keyser

Included in the packet is the Bond Authorizing Resolution for the issuance of Capital Improvement Bonds for the street, sidewalk, water main and other infrastructure improvements to St. Joseph, N. Clay, and N. Park. This resolution authorizes the City to issue bonds not to exceed 3.2 million dollars.

The Commission approved the Notice of Intent to issue these bonds on February 26th and published the notice to begin the required 45-day referendum period. The referendum period ends April 18, 2025. At this time, no petitions for referendum have been filed. The term of the bonds will be 20 years. The anticipated closing date for the bonds is May 22nd. The final required issue amount may be adjusted prior to closing but cannot exceed the maximum amount from the Notice of Intent.

The St. Joseph Street Reconstruction and Utilities bid was approved at the January 8th meeting for a total cost including contingency of \$2,717,937.00. The N. Clay and N. Park Lead Service Line Replacement project was approved at the January 22nd meeting for a total cost including contingency of \$445,487.00. These hard cost expenditures may be reimbursed from the bond proceeds.

Soft cost expenditures if paid not more than three years prior to the date of issuance of the bonds are also eligible for reimbursement from the bond proceeds. Some of the design costs for the design of St. Joseph were completed prior to February 26, 2022, which would not be reimbursable. The costs for bonding will include financial advisor services, bond counsel services, and rating agency fees, all of which are eligible for payment from the bond proceeds.

The City's Financial Advisor, MFCI, has developed a timeline for the bond process and the City's Bond Counsel, Tom Colis with Miller Canfield, has prepared the resolution. Both will be available at the meeting to discuss the bonding process for these projects and answer any questions.

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Bond Authorizing Resolution as presented.

Staff Recommendation:

ADOPT

Information Included in Packet:

1. Bond Authorizing Resolution

News

W. Congress Street Project Cost Update

Included in your packet is a project cost update for the W. Congress Street project. The Commission had approved an initial and a revised contingency budget. During the course of the project there were issues that we anticipated would lead to significant overruns. Ultimately, as shown in the spreadsheet, despite these issues the project came in under the original award and no contingency funds were ultimately needed.

Information Included in Packet:

1. W. Congress Cost Update

Noteworthy Meetings / Events

- Bourbon Bacon & Blues Meeting | March 10th
- SIA Meeting | March 11th
- Township Supervisor Meeting | March 12th
- 1103 N. Centerville Rd. Business Development Team Meeting | March 17th
- MML Capital Conference | March 19th
- St. Joseph County EDGE Board of Director's Meeting | March 20th

Upcoming Events

- Art Auction & Winter Wine Down | Downtown | 5:30pm-9pm | March 21st
- City Commission Work Session – Community Development | 6:00 pm | March 24th
- Cinema Circle – Jurassic Park | SYCA | 7pm | March 27th
- City Commission Work Session – Compost Site | 5:00 pm | April 9th
- Spring & Food Expo | SYCA | 5:30pm-9pm | April 11th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, MARCH 12, 2025
WIESLOCH RAUM – CITY HALL**

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

The Pledge of Allegiance was said by all present.

The Invocation was given by Comm. Moyer.

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

Commissioners absent: None

Also present: City Attorney, City Manager, City Controller, City Engineer, Wastewater Superintendent, SYCA Director, City Clerk

City Manager Andrew Kuk provided information on the City's current recycling program and the upcoming end of the contract. Discussion followed.

Kenneth DeBusk, explained that he had concerns about stopping at Stop signs.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the agenda as presented with the addition of item 10D related to sidewalks.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Consent Agenda of March 12, 2025 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the February 26, 2025 regular meeting as presented.

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$1,645,777.13 as presented.

C. Easements

- APPROVE the easement with Sturgis Hospital, Inc. for underground fiber installation and access as presented and AUTHORIZE Mayor Frank Perez and the City Clerk to sign all necessary documents.

D. Sturgis Neighborhood Program Community Clean-up Days

- APPROVE the Sturgis Neighborhood Program Community Clean-up Days on May 3, 2025 and October 11, 2025 as presented..

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Manager Andrew Kuk provided details on the 2025 DDA Downtown Events Requests. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Smith to approve the 2025 DDA Downtown Events Requests as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Wastewater Superintendent Brandon Schrader provided details on the bids for the blower room replacement. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the bid from CT Electrical Services, Inc. for the Blower Room MCC Replacement in the amount of thirty-three thousand, one hundred fifty dollars (\$33,150.00) as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve a ten percent (10%) contingency for the project in the amount of three thousand three hundred fifteen dollars (\$3,315.00) as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

SYCA Director Jamie Eymer provided information on the agreement extension with the ISD for kitchen space. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Smith to approve the license agreement between the St. Joseph County Intermediate School District and City of Sturgis for use of the kitchen and instructional space at the Sturges-Young Center for the Arts for the 2025-2026 school year as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on the necessary public hearings for sidewalk construction along St. Joseph Street. Discussion followed.

Moved by Comm. Mullins and seconded by Comm. Smith to set a Public Hearing of Necessity for sidewalk repair on April 9, 2025 at 6:00 pm in the Wiesloch Raum of City Hall, 130 N. Nottawa Street and set a Public Hearing of Necessity for new sidewalk construction on April 9, 2025 at 6:00 pm in the Wiesloch Raum of City Hall, 130 N. Nottawa Street.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 6:47 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8B

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 3/26/2025 Month: 06

Date	Check#	Vendor	VendorName	Amount
03/14/2025	251411M	02380	MICHIGAN STATE UNIVERSITY	25.00
03/14/2025	PR0658M	00061	CITY OF STURGIS PAYROLL	348,064.13
03/25/2025	T17500M	03026	U.S. BANK TRUST N.A.	330,704.66
03/31/2025	T17501M	05033	HUNTINGTON NATIONAL BANK	119,631.25
03/06/2025	T17502M	04197	MI PUBLIC POWER AGENCY	235,286.55
03/24/2025	T17503M	03770	MICHIGAN GAS UTILITIES	156.09
03/24/2025	T17504M	03770	MICHIGAN GAS UTILITIES	866.93
03/26/2025	T17505M	03770	MICHIGAN GAS UTILITIES	92.96
03/24/2025	T17506M	04389	FRONTIER COMMUNICATIONS A	72.60
03/10/2025	T17507M	06093	PEPSI BEVERAGES COMPANY	164.66
03/28/2025	T17508M	03770	MICHIGAN GAS UTILITIES	165.35
03/27/2025	T17509M	03770	MICHIGAN GAS UTILITIES	368.60
03/27/2025	T17510M	03770	MICHIGAN GAS UTILITIES	1,694.57
03/26/2025	T17511M	03770	MICHIGAN GAS UTILITIES	823.16
03/25/2025	T17512M	04389	FRONTIER COMMUNICATIONS A	841.12
03/25/2025	T17513M	04197	MI PUBLIC POWER AGENCY	53,156.85
03/17/2025	T17514M	04197	MI PUBLIC POWER AGENCY	263,179.58
03/09/2025	T17515M	00181	GORDON FOOD SERVICE	177.96
03/14/2025	T17516M	00062	CITY OF STURGIS-EMPLOYEE INS	80,363.25
03/14/2025	T17517M	00063	CITY OF STURGIS TAX TRANSFER	19,336.13
03/14/2025	T17518M	00064	INTL CITY MGMT ASSOC RETR CORP	10,364.05
03/14/2025	T17519M	00065	DOYLE MEMBERSHIP TRANSFER	2,883.11
03/14/2025	T17520M	03229	CITY OF STURGIS-WORKERS COMP	3,161.83
03/14/2025	T17521M	05123	COMERICA BANK-INST TRUST SERV	35,268.18
03/14/2025	T17522M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,248.69
03/14/2025	T17523M	06190	HEALTH EQUITY/HSA PR TRANSFER	1,000.00
03/14/2025	T17524M	05875	ALERUS FINANCIAL/MERS-STIPEND	2,700.00
03/17/2025	T17525M	00108	STATE OF MICHIGAN	62,177.02
03/31/2025	T17526M	04389	FRONTIER COMMUNICATIONS A	152.20
03/22/2025	T17527M	03858	FARMERS STATE BANK	7,781.90
03/12/2025	T17528M	00449	CENTURY BANK & TRUST	3,402.13
Manual Total				1,587,310.51
03/26/2025	251412	00110	A & K PRINTING & POOLS	435.00
03/26/2025	251413	00066	ACTION QUICK PRINT PLUS	339.75
03/26/2025	251414	06156	AGILE TICKETING SOLUTIONS LLC	291.62

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03/26/2025	251415	05103	BRIDGETTE ALLEY	250.00
03/26/2025	251416	06504	ALLISON KYLE	40.00
03/26/2025	251417	05861	ALRO STEEL	390.83
03/26/2025	251418	06119	AMAZON.COM SALES INC	5,269.79
03/26/2025	251419	06318	AMBULANCE BILLING NETWORK LLC	338.49
03/26/2025	251420	05224	ANIXTER INC	854.82
03/26/2025	251421	00624	AQUA BLAST CARWASH SYSTEMS INC	224.00
03/26/2025	251422	02292	ASPLUNDH TREE EXPERT CO	14,771.96
03/26/2025	251423	00379	AUTO PARK FORD	161.22
03/26/2025	251424	06604	BELL LUMBER & POLE COMPANY	14,547.00
03/26/2025	251425	06117	BENITA ANN LEWIS	45.00
03/26/2025	251426	05080	BOBILYA CHRYSLER DODGE JEEP	272.00
03/26/2025	251427	06585	BOFA INC	906.25
03/26/2025	251428	00006	BOLAND TIRE INC	124.00
03/26/2025	251429	06517	CARELINC MEDICAL EQUIP &SUPPLY	60.00
03/26/2025	251430	00364	CAROL DUSTIN	320.00
03/26/2025	251431	04673	CDW GOVERNMENT LLC	9,870.96
03/26/2025	251432	05951	CONSTANTINE FLOORING CENTER	16,777.15
03/26/2025	251433	06325	COTTIN'S HARDWARE	109.78
03/26/2025	251434	03425	CRUISERS INC	10,092.78
03/26/2025	251435	06158	CULLIGAN WATER OF STURGIS	125.50
03/26/2025	251436	05694	CUMMINS INC	1,380.39
03/26/2025	251437	02005	DELL MARKETING LP	1,555.61
03/26/2025	251438	06361	ECOLAYERS INC	775.00
03/26/2025	251439	06014	EGANIX INC	840.00
03/26/2025	251440	00166	ELHORN ENGINEERING CO	3,106.00
03/26/2025	251441	05745	ERICA VARGAS SARCO	80.00
03/26/2025	251442	00296	ESPERANZA I CAMACHO	19.19
03/26/2025	251443	00169	FASTENAL COMPANY	16.26
03/26/2025	251444	06615	FAWN RIVER HVAC LLC	2,897.34
03/26/2025	251445	05490	FERGUSON WATERWORKS #3386	3,268.40
03/26/2025	251446	00776	FLEIS & VANDENBRINK	21,908.86
03/26/2025	251447	06622	FORENSIC ANALYTICAL CRIME LAB	500.00
03/26/2025	251448	04446	FRANK MILLER & SONS	913.00
03/26/2025	251449	04389	FRONTIER COMMUNICATIONS A	115.88
03/26/2025	251450	06552	GE GRID SOLUTIONS LLC	34,500.00
03/26/2025	251451	02082	GECKO SECURITY LLC	315.00

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03/26/2025	251452	01403	GEORGE EARL	60.00
03/26/2025	251453	06590	GEORGE EBERT	20.00
03/26/2025	251454	03806	GREAT LAKES PEST CONTROL	365.00
03/26/2025	251455	04243	GRP ENGINEERING INC	19,409.28
03/26/2025	251456	06610	HARBOR FREIGHT	245.94
03/26/2025	251457	06219	HAVILAND PRODUCTS COMPANY	4,555.56
03/26/2025	251458	05586	MARY M HAYLETT	50.00
03/26/2025	251459	03515	HYDROCORP	4,840.50
03/26/2025	251460	03608	ID NETWORKS INC	1,995.00
03/26/2025	251461	01101	JANENE KOSMAN	40.00
03/26/2025	251462	06199	JANSEN PLUMBING, HEATING &	1,573.85
03/26/2025	251463	06314	JODIE M JOHNSON	40.00
03/26/2025	251464	06217	JOHN J FLOWERS	190.00
03/26/2025	251465	00296	JUNKBOX HERO LLC	533.63
03/26/2025	251466	05634	KATE PERCIVAL	50.00
03/26/2025	251467	01615	KENNEDY INDUSTRIES INC.	982.00
03/26/2025	251468	00889	KENTON KELLEY	891.00
03/26/2025	251469	06616	KRISTINA VANOVER	50.00
03/26/2025	251470	00581	KRONTZ GENERAL MACHINE & TOOL	40.00
03/26/2025	251471	00212	KSS ENTERPRISES	817.12
03/26/2025	251472	04039	LAKELAND ASPHALT CORP	4,407.74
03/26/2025	251473	05977	LAKELAND INTERNET LLC	106.94
03/26/2025	251474	03684	LEXISNEXIS RISK SOLUTIONS	200.00
03/26/2025	251475	06618	LIBERTY OFFICE PRODUCTS	299.00
03/26/2025	251476	00296	LINDA S SAND	46.67
03/26/2025	251477	00220	LITHO PRINTERS INC	954.47
03/26/2025	251478	06250	MARANA GROUP	3,281.19
03/26/2025	251479	00296	MARCY GAYHEART	281.52
03/26/2025	251480	03095	MARY DRESSER	70.00
03/26/2025	251481	00296	MARY S MUNSON	87.24
03/26/2025	251482	00635	MCMASTER-CARR SUPPLY COMPANY	56.43
03/26/2025	251483	04238	MICHELE KELLEY	904.50
03/26/2025	251484	03774	STATE OF MICHIGAN	150.00
03/26/2025	251485	00880	STATE OF MICHIGAN	305.00
03/26/2025	251486	01078	STATE OF MICHIGAN	52.00
03/26/2025	251487	02994	STATE OF MICHIGAN	8.35
03/26/2025	251488	05121	MICKEY'S LINEN	256.72

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03/26/2025	251489	05634	MIDWEST PLASTICS ENGINEERING	5,272.00
03/26/2025	251490	04702	MILLER JOHNSON ATTORNEYS	3,254.06
03/26/2025	251491	06575	MUSIC EXPRESS	5,308.00
03/26/2025	251492	06497	NEDY'S CLEANERS LLC	25.00
03/26/2025	251493	00263	PERRY PERSONNEL PLUS INC	270.00
03/26/2025	251494	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,888.00
03/26/2025	251495	00485	POWER LINE SUPPLY	16,976.00
03/26/2025	251496	05468	PVS TECHNOLOGIES INC	3,461.46
03/26/2025	251497	02847	J RANCK ELECTRIC INC	62,400.00
03/26/2025	251498	05739	RENEWABLE WORLD ENERGIES LLC	4,064.63
03/26/2025	251499	00035	RESCO	3,223.46
03/26/2025	251500	06038	REVOLUTION HEALTH, P.C.	145.00
03/26/2025	251501	05682	ROBERT TAYLOR	60.00
03/26/2025	251502	00296	RYAN W LISOWSKI	59.74
03/26/2025	251503	05765	SELKING INTERNATIONAL	374.97
03/26/2025	251504	02613	SNA SPORTS GROUP LLC	61.00
03/26/2025	251505	00505	STATE OF MICHIGAN	200.00
03/26/2025	251506	06620	STATE OF MICHIGAN	100.00
03/26/2025	251507	00488	STATE SYSTEMS RADIO INC	195.00
03/26/2025	251508	06487	STURGIS ACE HARDWARE	387.08
03/26/2025	251509	00936	STURGIS COMMUNITY POOL	215.00
03/26/2025	251510	05634	STURGIS DISTRICT LIBRARY	1,195.26
03/26/2025	251511	05826	STURGIS GLASS LLC	150.00
03/26/2025	251512	00507	STURGIS OVERHEAD DOOR & LADDER	254.00
03/26/2025	251513	04140	SWICK BROADCASTING COMPANY	1,150.00
03/26/2025	251514	06281	T MOBILE USA INC	424.69
03/26/2025	251515	06107	TALIA YEOMAN	385.00
03/26/2025	251516	06151	THE NAKED SHIRT CUSTOM PRINTNG	450.00
03/26/2025	251517	06619	THE ROSSOW GROUP LLC	3,280.00
03/26/2025	251518	05777	TRACE ANALYTICAL LABORATORIES	75.50
03/26/2025	251519	06426	TRACY LIVELY LLC	40.00
03/26/2025	251520	05664	TREECORE LLC	53,022.30
03/26/2025	251521	05999	TRI STATE CUSTOMS AND OFFROAD	2,613.78
03/26/2025	251522	05686	TRI-STATE SECURITY LKSMITH LLC	733.50
03/26/2025	251523	04773	TRIANGLE DIGITAL PRINTING INC	223.00
03/26/2025	251524	01238	UNITED PARCEL SERVICE	12.91
03/26/2025	251525	06384	USA BLUEBOOK	256.40

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03/26/2025	251526	04453	VERIZON WIRELESS	2,202.41
03/26/2025	251527	03511	WASTE MANAGEMENT	2,729.26
03/26/2025	251528	06480	ZIP'S AW DIRECT	424.47
03/26/2025	D02563	00335	ALTEC INDUSTRIES, INC.	1,965.87
03/26/2025	D02564	00337	AMERICAN PUBLIC POWER ASSOC	250.00
03/26/2025	D02565	00340	AMERICAN SAFETY & FIRST AID	418.57
03/26/2025	D02566	02983	CINTAS LOCATION #351	1,576.88
03/26/2025	D02567	00019	KENDALL ELECTRIC INC	473.89
03/26/2025	D02568	05716	KUBOTA KINGS	57.42
03/26/2025	D02569	00216	LAWSON PRODUCTS INC	744.37
03/26/2025	D02570	06238	LUBRICATION ENGINEERS, INC	1,957.54
03/26/2025	D02571	06026	MID-CITY SUPPLY CO INC	4.89
03/26/2025	D02572	06069	NAPA AUTO PARTS	206.28
03/26/2025	D02573	06125	THE COPY IMAGE INC	812.00
Automatic Total				387,056.07
Grand Total				1,974,366.58

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 03/09/2025
PR0658M PAYROLL DATE 03/14/2025

GENERAL	\$164,995.14
MAJOR STREET	6,983.89
LOCAL STREET	6,609.71
CEMETERY	6,196.62
AIRPORT	0.00
BUILDING	3,616.03
HOUSING DEPARTMENT	0.00
STURGES-YOUNG CENTER FOR THE ARTS	6,328.44
RECREATION	84.56
DOYLE RECREATION CENTER	14,342.32
AMBULANCE	15,028.66
ELECTRIC	88,150.66
SEWER	17,899.73
WATER	14,986.21
MOTOR VEHICLE	2,842.16
Payroll Sub-Total	\$348,064.13

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8D

Traffic Control Order 2025 - 01

Date: March 17, 2025

Location: N. Park Street & St. Joseph Street Intersection

Requested Action: Replacement of YIELD Sign with a STOP Sign on N. Park Street at the St. Joseph Street intersection.

Requested By: City Engineer

Recommended Control: Stop sign on N. Park Street at the St. Joseph Street intersection.

Reviews:	<u>Recommended</u>	<u>Not Recommended</u>	<u>Initials</u>	<u>Date</u>
City Engineer:	<u>X</u>	<u></u>	<u>BJC</u>	<u>03/17/25</u>
Public Safety Director	<u></u>	<u></u>	<u></u>	<u></u>
City Manager	<u></u>	<u></u>	<u></u>	<u></u>

Traffic Control Order Number: 2025 - 01:

Control: Install 30" x 30" STOP (R1-1) sign on N. Park Street at the St. Joseph Street intersection.

	<u>Date</u>	<u>Signed By</u>
Issued:	_____	_____
		Traffic Engineer
Sign(s) Installed:	_____	_____
		Department of Public Works

Comments:

N. Park Street is a Local Act 51 Street and tees into St. Joseph Street, which is an Major Act 51 Street. All existing cross streets along St. Joseph use stop control at the tee and cross intersection, except N. Park Street.

N:\Service.Areas\Public.Services.Utilities\engineer\202-203s\traffic\tco\2025\TCO2025-01.docx

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8E

Traffic Control Order 2025 - 02

Date: March 18, 2025

Location: St. Joseph Street

Requested Action: Install No Parking Any Time signs on both sides of St. Joseph Street from N. Centerville Road to N. Clay Street per the Michigan Department of Transportation's Uniform Criteria for Major Streets.

Requested By: City Engineer

Recommended Control: No Parking Any Time signs

Reviews:	<u>Recommended</u>	<u>Not Recommended</u>	<u>Initials</u>	<u>Date</u>
City Engineer:	<u> X </u>	<u> </u>	<u> BJC </u>	<u> 03/18/25 </u>
Public Safety Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
City Manager	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Traffic Control Order Number: 2025 - 02

Control: Install 12" x 12" "No Parking Any Time" (R8-3) signs on both sides of St. Joseph Street at suitable intervals from N. Centerville Road to N. Clay Street to prohibit parking on the street.

	<u>Date</u>	<u>Signed By</u>
Issued:	<u> </u>	<u> </u>
		Traffic Engineer
Sign(s) Installed:	<u> </u>	<u> </u>
		Department of Public Works

Comments:

St. Joseph Street is an Act 51 Major Street from N. Centerville Road to N. Clay is required to limit parking on both sides of the street to meet the Uniform Criteria for Major Streets.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8F

Traffic Control Order 2025 - 03

Date: March 18, 2025

Location: St. Joseph Street

Requested Action: Install Truck Crossing signs on either side of primary truck drive into ACM Plastics at the east side of 507 St. Joseph Street.

Requested By: City Engineer

Recommended Control: Truck Crossing signs

Reviews:	<u>Recommended</u>	<u>Not Recommended</u>	<u>Initials</u>	<u>Date</u>
City Engineer:	<u> X </u>	<u> </u>	<u> BJC </u>	<u> 03/18/25 </u>
Public Safety Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
City Manager	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Traffic Control Order Number: 2025 - 03

Control: Install 24" x 24" "Truck Crossing" (W8-6) warning signs on St. Joseph Street 90 feet east of Jacob Street on the north side of the street and 50 feet east of N. Park Street on the south side of the road to warn drivers of large, slow moving semi trucks entering and exiting the street.

	<u>Date</u>	<u>Signed By</u>
Issued:	<u> </u>	<u> </u>
		Traffic Engineer
Sign(s) Installed:	<u> </u>	<u> </u>
		Department of Public Works

Comments:

St. Joseph Street is an Act 51 Major Street and will see significant traffic volume increases once the road reconstruction is complete.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

RESOLUTION

WHEREAS, Sturgis Molded Products Company 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 Sturgis Molded Products Company, and

WHEREAS, on September 14, 1983, the City Commission established the Industrial Development District for the industrial property of Sturgis Molded Products Company 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 Sturgis Molded Products Company for an “Industrial Facilities Exemption Certificate”.

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

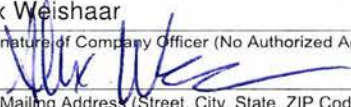
All boxes must be completed.

► 1a. Company Name (Applicant must be the occupant/operator of the facility) Sturgis Molded Products Company		► 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 326199													
► 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1950 Clark Street, Sturgis, MI 49091		► 1d. City/Township/Village (indicate which) City of Sturgis	► 1e. County St. Joseph County												
► 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input 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	► 3b. School Code 75010												
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. Sturgis Molded Products is a plastic injection molder located in Sturgis, Michigan. The company has chosen to expand their current facility with a new addition of 46,875 square feet to accomodate new growth. Investment includes new building construction with an investment o over \$2.35M and additional investment in personal property of about \$0.5M															
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		► 2,350,000 Real Property Costs													
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		► 500,000 Personal Property Costs													
6c. Total Project Costs * Round Costs to Nearest Dollar		► 2,850,000 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. <table border="0"><thead><tr><th></th><th>Begin Date (M/D/Y)</th><th>End Date (M/D/Y)</th><th></th></tr></thead><tbody><tr><td>Real Property Improvements</td><td>► 08/26/2024</td><td>02/28/2025</td><td>► <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased</td></tr><tr><td>Personal Property Improvements</td><td>► 10/01/2024</td><td>02/28/2025</td><td>► <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased</td></tr></tbody></table>					Begin Date (M/D/Y)	End Date (M/D/Y)		Real Property Improvements	► 08/26/2024	02/28/2025	► <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	Personal Property Improvements	► 10/01/2024	02/28/2025	► <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
	Begin Date (M/D/Y)	End Date (M/D/Y)													
Real Property Improvements	► 08/26/2024	02/28/2025	► <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased												
Personal Property Improvements	► 10/01/2024	02/28/2025	► <input checked="" 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
► 9. No. of existing jobs at this facility that will be retained as a result of this project.		► 10. No. of new jobs at this facility expected to create within 2 years of completion.													
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. <table border="0"><tbody><tr><td>a. TV of Real Property (excluding land)</td><td>_____</td></tr><tr><td>b. TV of Personal Property (excluding inventory)</td><td>_____</td></tr><tr><td>c. Total TV</td><td>_____</td></tr></tbody></table>				a. TV of Real Property (excluding land)	_____	b. TV of Personal Property (excluding inventory)	_____	c. Total TV	_____						
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: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District															
► 12b. Date district was established by local government unit (contact local unit) 09/14/1983		► 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 Alex Weishaar	13b. Telephone Number (269) 337-3901	13c. Fax Number	13d. E-mail Address aweishaar@smpco.com
14a. Name of Contact Person Alex Weishaar	14b. Telephone Number (269) 337-3901	14c. Fax Number	14d. E-mail Address aweishaar@smpco.com
▶ 15a. Name of Company Officer (No Authorized Agents) Alex Weishaar			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date 2/3/25
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1950 Clark Street, Sturgis, MI 49091		15f. Telephone Number	15g. E-mail Address

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

BUILDING PERMIT

City of Sturgis

130 N Nottawa
Sturgis, MI 49091
Ph 269/659-7230 Fax 269/659-7295

Permit # **PB240445**

(Location)

1950 CLARK ST
052 777 268 00

(Owner)

STURGIS MOLDED PRODUCTS CO
P. O. BOX 246
STURGIS MI 49091

****ISSUED: 08/23/24**
****EXPIRES 08/23/25**

PLEASE CALL (269) 659-7230
FOR AN INSPECTION 48 HOURS IN ADVANCE

(Applicant)

JAMES WARE CONSTRUCTION
903 N CLAY
STURGIS MI 49091

Work Description:

CONSTRUCTION OF A 46,875 SQUARE FOOT ADDITION, AS PER APPROVED PLANS.

SEE ADDITIONAL SHEET FOR REQUIREMENTS.

Permit Item	Work Type	Fee Basis	Item Total
NC (5) Value > \$100K	New Const	2,088,009.0	\$8,866.00
PR (3) Value > \$100K	Plan Review	2,088,009.0	\$3,299.00

City of Sturgis - Comm. Dev. Dept.

Amt Paid \$ 12,165.- Check # 49963

Date: 8/26/24 Rec'd By: KP

Fee Total: \$12,165.00
Amount Paid: 12,165.00

CK # _____ Cash _____ **Balance Due: \$0.00**

****I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code.**

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

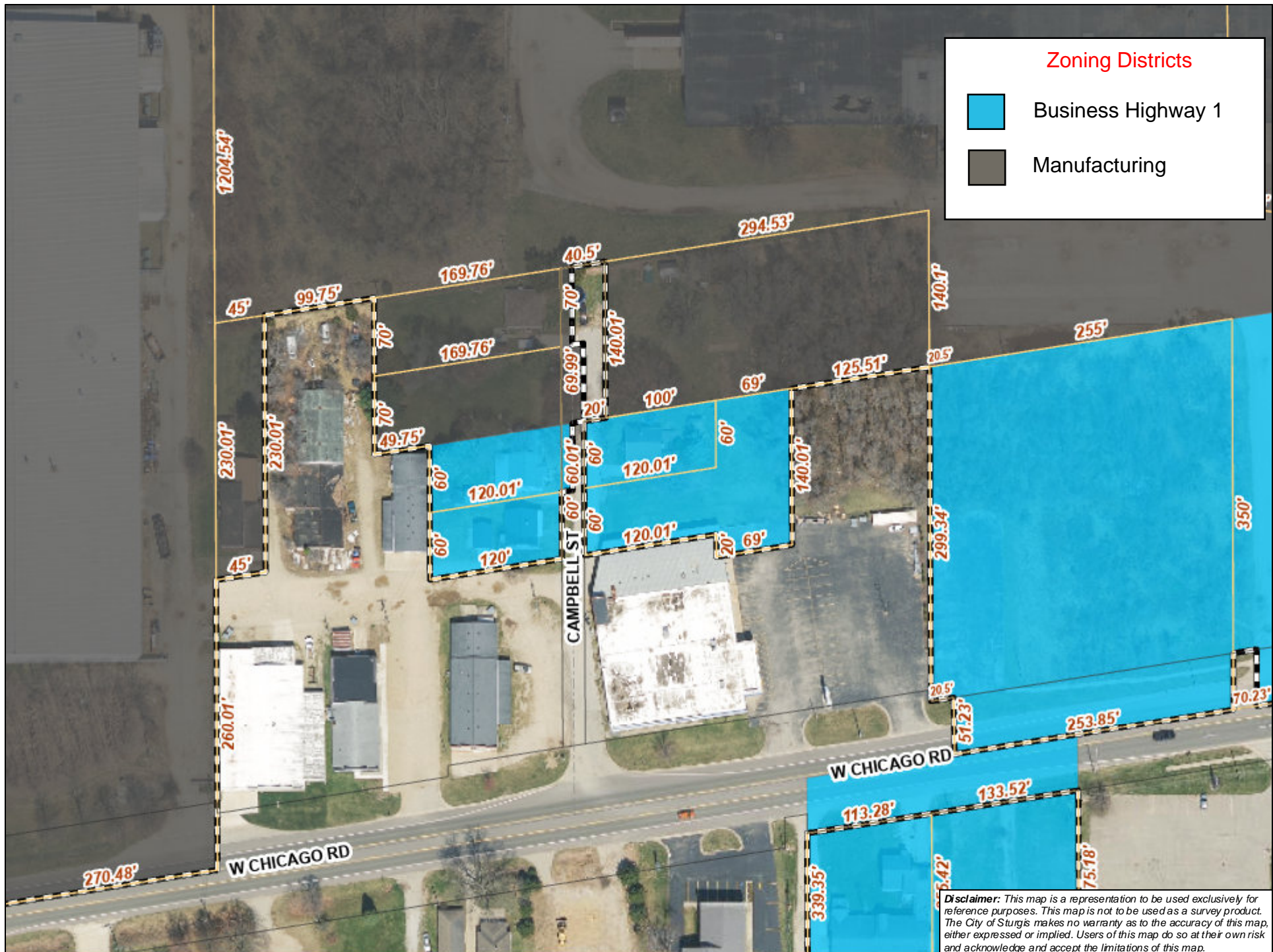
Requirements for Sturgis Molded Products – 1950 Clark Street

- **Footing/Foundation Inspection:** Contact our office to schedule an inspection when all excavations, forms and steel reinforcement is in place prior to any concrete being placed.
- **Foundation Insulation/Backfill Inspections:** Contact our office when all insulation is in place and prior to backfilling taking place.
- **Concrete Slab and Under Floor Inspection:** Contact our office when all reinforcing steel and building service equipment, required vapor barrier, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed. All other inspections must be complete prior to this inspection.
- **Framing Inspection:** Contact our office to schedule an inspection prior to concealment.
- **Insulation Inspection:** Contact our office to schedule an inspection prior to concealment.
- **Exterior Finish Materials:**
 - A. Underlayment Inspection: Contact our office to schedule an inspection once the underlayment has been installed, prior to concealment.
- **Fire Alarm Inspection:** Contact our office and we will schedule with Fire Marshall to attend the inspection.
- **Fire Suppression Hydrostatic Inspection:** For service and building. Contact our office to schedule.
- **Mechanical, Electrical and Plumbing:**
 - A. Contact the State of Michigan regarding Plans Review for mechanical, electrical and plumbing.
 - B. Contact the State of Michigan Inspector(s) for all inspections.
- **Final Inspection:** Contact our office to schedule an inspection when the project is completed.

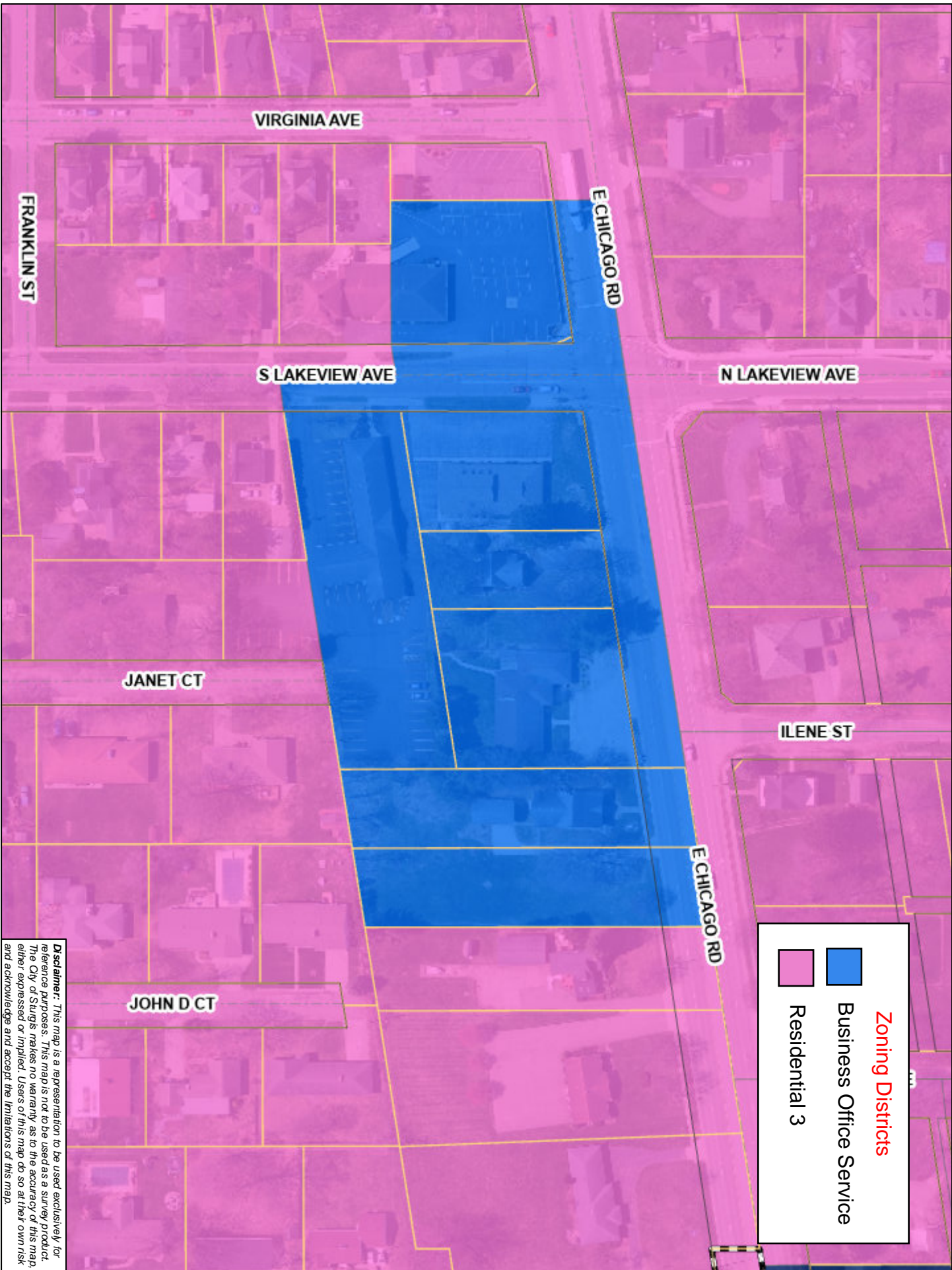
**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

Map 1 -W. Chicago Road Zoning Map Existing

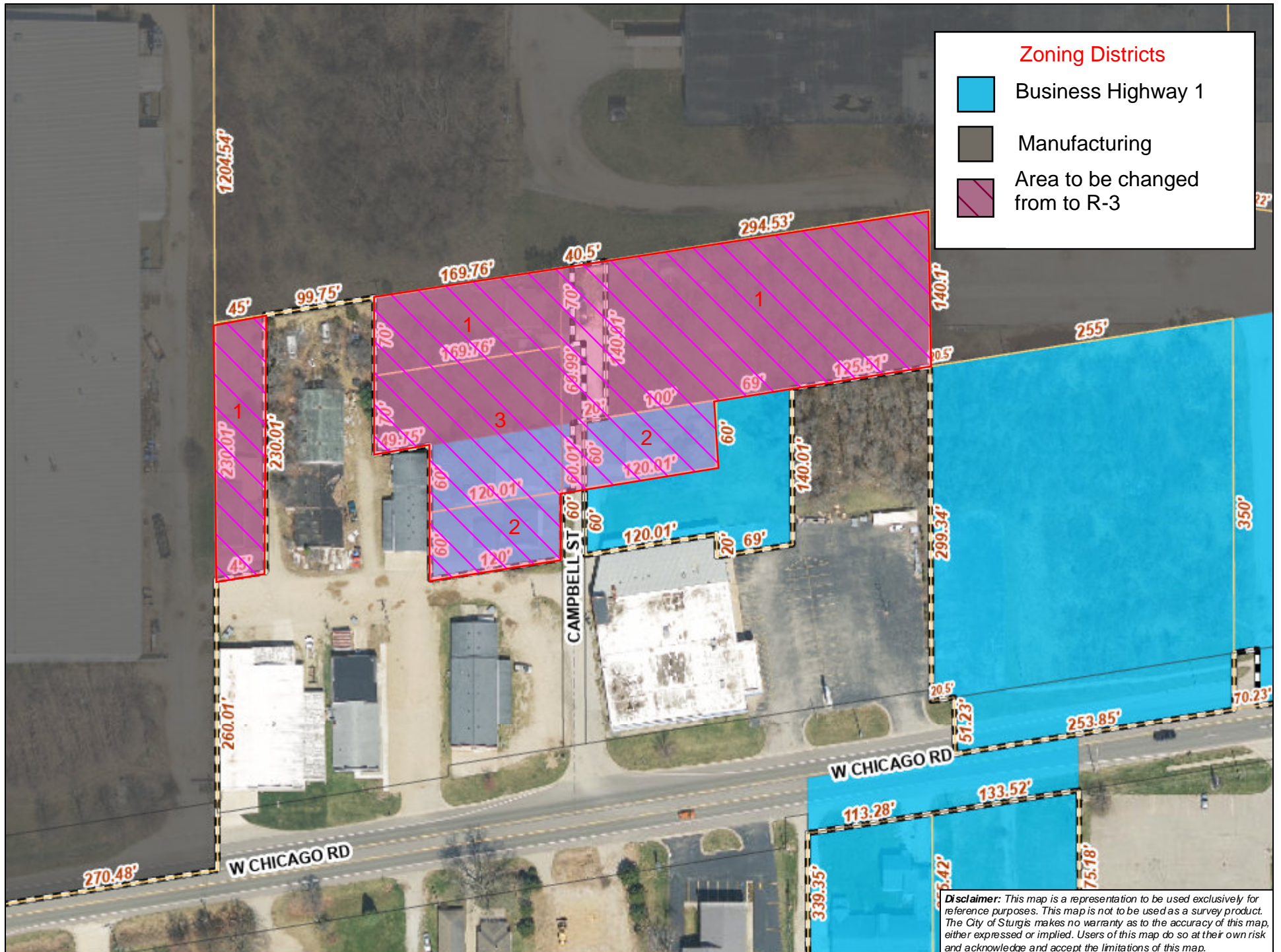


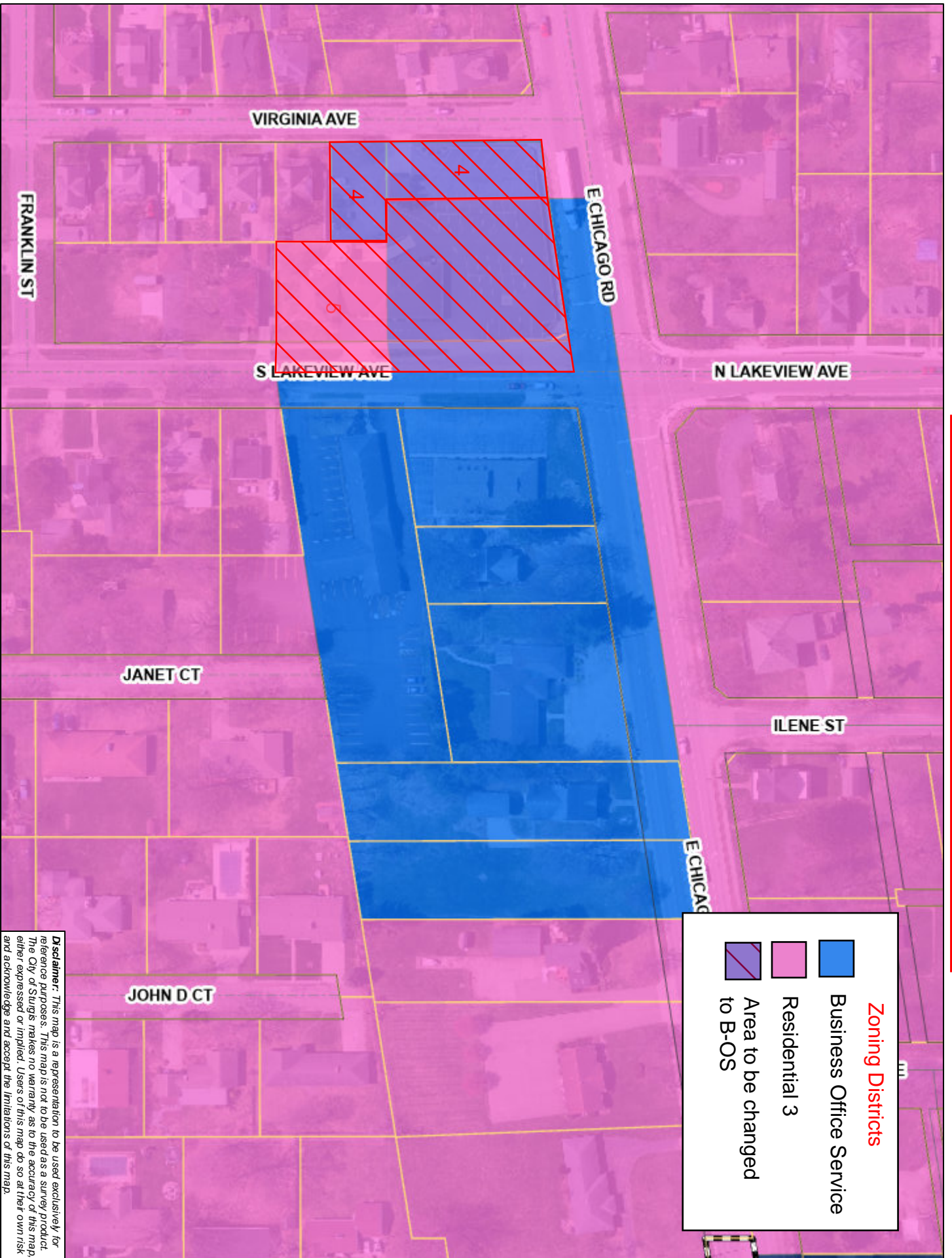
Map 3 -Hackman/E. Chicago Road Zoning Map Existing



Disclaimer: This map is a representation to be used exclusively for reference purposes. This map is not to be used as a survey product. The City of Sturgis makes no warranty as to the accuracy of this map, either expressed or implied. Users of this map do so at their own risk and acknowledge and accept the limitations of this map.

Map 2 -W. Chicago Road Zoning Map Proposed





**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

**Water System Reliability Study -
Request for Proposals Cost
Comparison**

Price	
Vriesman & Korhorn - VK Civil	\$22,000.00
Rowe PSC	\$19,850.00
Wightman & Associates	\$32,900.00
Fleis and Vandenbrink, Inc.	\$22,000.00
Fishbeck, Inc.	\$34,000.00
Prein & Newhof	\$11,800.00
Spalding DeDecker	\$19,500.00
Williams & Works	\$35,000.00



Water System Reliability Study

Proposal for Engineering Services

Prepared for:
City of Sturgis

Submittal Date:
February 10, 2025

February 9, 2025

Mr. Andrew Kuk
City Manager
City of Sturgis
130 N. Nottawa
Sturgis, MI 49091

Re: Proposal for a Water System Reliability Study Update

Dear Mr. Kuk:

We appreciate the opportunity to present a proposal for services. Following this letter, you will see our qualifications and proposal for engineering services for your water system reliability study (WSRS) update. We complete 5-10 WSRSs each year for West Michigan communities of all sizes and supply types. The reliability study, as described in our proposal, meets the regulatory requirements and provides valuable information for operations and future planning. Here's what we bring to the table:

Responsiveness: Our Kalamazoo office is less than an hour away, so we can meet with you on short notice. We will give status reports and have three virtual meetings included in the proposal. We understand how important it is to meet your needs promptly and can schedule additional meetings.

Value: Our approach not only meets the State requirements but also provides information that will be useful for your normal system operation. Prein&Newhof's approach is cost-effective, complete, and will address specific concerns you have identified in your RFP.

Experience: We have completed more than 80 WSRS projects over the past 10 years, including many in southwest Michigan. For example, we have recently completed reliability studies for the Benton Charter Township, City of Bronson, City of Buchanan, City of Kalamazoo, Lake Charter Township, City of Parchment, City of Portage, Village of Schoolcraft, Village of Vicksburg, and Village of White Pigeon, among others. We encourage you to contact the referenced clients about their experiences and our abilities.

Our team looks forward to working with you on this important project. If you have questions about our proposal, please contact any of us.

Sincerely,

Prein&Newhof



Thomas C. Wheat, PE
Kalamazoo Team leader



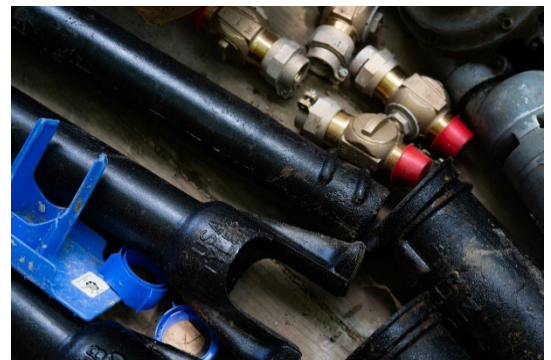
Thomas A. Smith, PE
Senior Project Manager

TS/tas



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Project Team	6
Technical Work Plan.....	10



Prein&Newhof – Firm Profile

At Prein&Newhof, our goal is to serve our clients wisely – meeting their infrastructure needs with a combination of experience, integrity, creativity, and common sense.

For over 55 years, Prein&Newhof has been working with township and municipal communities across West Michigan using a wide range of engineering, environmental consulting, surveying, GIS, and laboratory services. Because every situation is different, we put a high value on personal attention. And because needs change over time, we are dedicated to crafting flexible, long-term solutions rather than quick fixes.

Professional Services

At Prein&Newhof, we are constantly developing our skills to serve our clients better. Our primary services include the following:

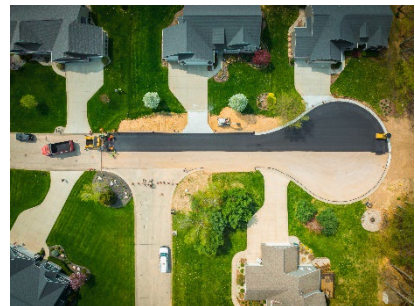
- Roads & Trails
- Stormwater Management
- Municipal Engineering
- Water & Wastewater
- Airports
- Private Development
- Asset Management
- Landscape Architecture
- Structural Engineering
- Geotechnical Engineering
- Surveying
- GIS & Mapping
- Environmental Consulting
- Laboratory Testing

History

Begun by Tom Newhof and Ed Prein in 1969, Prein&Newhof was founded on the belief that we should take personal responsibility for meeting our clients' needs – building long-term relationships and managing each project from start to finish, from preliminary design to final construction. Today, we are consultant for over 50 communities across Michigan.

Employees

Prein&Newhof is 100 percent employee-owned, with 170 full-time personnel, including engineers, surveyors, drafters, geologists, chemists, communication specialists, and support staff.



Our Values

At Prein&Newhof, our strength lies in our dedication to thinking ahead, building lasting relationships, and crafting long-term solutions. We See Farther.

Invest Wisely

- We will find long-term, sustainable solutions – refusing to cut corners or compromise quality.
- We will make informed financial decisions that improve our service, build our business, and enable us to fairly compensate our employees.
- We will use our time and resources efficiently.

Develop Relationships

- We will develop long-term relationships with communities, businesses, and our own employees.
- We will work collaboratively with municipal governments and regulatory agencies to reach our clients' goals.
- We will communicate openly and thoughtfully, and we will remember that our actions always speak louder than our words.

Take Responsibility

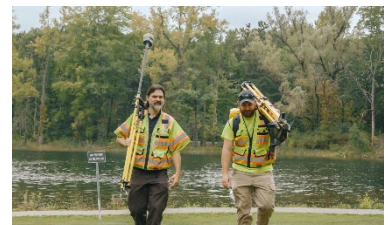
- We will be responsible to our clients, our colleagues, and our communities to be completely honest and ethical in all that we do.
- We will each contribute to the success and profitability of Prein&Newhof.
- We will demand accountability, and we will reward success.

Build Expertise

- We will be experts in our fields, well-qualified to meet our clients' changing needs.
- We will adapt our services to better serve our clients, and we will actively solicit their feedback.
- We will not be content with the status quo, but will constantly seek new ways to improve.

Support Community

- We will be a positive force in our communities – making every community we live in and every community we serve a better place to live and work.



Our Locations

Prein&Newhof has six locations throughout Michigan from which to serve our clients.

Grand Rapids Corporate Office

3355 Evergreen Drive NE • Grand Rapids, MI 49525
t. 616-364-8491 • f. 616-364-6955

Environmental Laboratory

3260 Evergreen Drive NE • Grand Rapids, MI 49525
t. 616-364-7600 • f. 616-364-4222

Cadillac

100 E. Chapin Street, Suite A • Cadillac, MI 49601
t. 231-468-3456 • f. 231-468-3461

Holland

697 Ottawa Beach Road, Suite 2A • Holland, MI 49424
t. 616-394-0200

Kalamazoo

1707 South Park Street, Ste 200 • Kalamazoo, MI 49001
t. 269-372-1158 • f. 616-364-6955

Muskegon

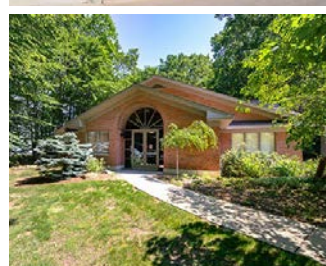
4910 Stariha Drive • Muskegon, MI 49441
t. 231-798-0101 • f. 231-798-0337

Traverse City

990 Garfield Woods Drive, Ste A • Traverse City, MI 49686
t. 231-946-2394 • f. 231-946-0580

On the Internet

www.preinnewhof.com
info@preinnewhof.com



Experience

Water Reliability Studies

Prein&Newhof has focused on water supply system consultation and design since we opened our doors in 1969. This includes preparation of various studies including master plans and water system reliability studies.

Prein&Newhof professionals interact with EGLE representatives on a regular basis, including on Reliability Studies, and understand what each representative is looking for. Some communities desire to meet the minimum requirements while others prefer to add specific items of concern. In either case, Prein&Newhof strives to not only meet the requirements, but to provide a useful report that will be referenced on a regular basis.

A reliability study focuses on system demand projection and system capacity, to ensure that the water system can supply customer needs into the future. Projections are compared with capacity determinations for supply, treatment elements, system storage, and the distribution system (pressure and fire flow).

Prein&Newhof has experience with a variety of software packages for hydraulic modeling of the distribution system. In addition, we place an emphasis on evaluating reliability issues including water main redundancy, pipe condition, pump operation, emergency interconnects, and maintenance programs.

Some similarly sized communities we have done WSRS for:

Client	Study Year	Est. Population
Benton Charter Township	2019	14,749
Niles Charter Township	2019	13,325
City of East Grand Rapids	2023	11,406
City of Grand Haven	2020	11,011
City of Greenville	2019	8,526



Client References

City of Portage

7900 South Westnedge Avenue
Portage, MI 49002

Kendra Gwin, Director of Transportation and Utilities

269-329-4422

gwink@portagemi.gov

Village of Vicksburg

126 N. Kalamazoo Avenue
Vicksburg, MI 49097

Jim Mallery, Village Manager

269-649-1919

jmallery@vicksburgmi.org

City of Buchanan

302 N. Redbud Trail
Buchanan, Michigan 49107

Scott Desenberg, Water Department Operator in Charge

269-695-3844 Ex 11

sdesenberg@cityofbuchanan.com

Project Team

Tom Smith, PE

Main Point of Contact

Title: Senior Project Manager

Project Role: Project Manager

Address: 3355 Evergreen Drive NE
Grand Rapids, MI 49525

Email: tsmith@preinnewhof.com

Phone: 616-432-6714

Tom Wheat, PE

Title: Team Leader

Project Role: Client Manager and Quality Assurance

Address: 1707 South Park Street, Ste 200
Kalamazoo, MI 49001

Email: twheat@preinnewhof.com

Phone: 269-443-5232

Julie Feria, PE

Title: Engineer

Project Role: Project Engineer

Address: 3355 Evergreen Drive NE
Grand Rapids, MI 49525

Email: jferia@preinnewhof.com

Phone: 616-432-6734

Tom Smith, PE

Project Manager

Tom has spent over 35 years developing his expertise in hydrologic and hydraulic engineering and modeling. He manages projects for township and municipal clients and also leads hydrologic and hydraulic modeling efforts at Prein&Newhof.

Tom's studies include floodplain analyses and mitigation planning, water reliability studies, master plans, stormwater analyses, treatment plant studies, transient analyses, inflow and infiltration studies, and ERPs.

Representative Projects

Water System Reliability Studies

More than 75 West Michigan communities, including:

- City of Allegan
- Benton Charter Township
- City of Benton Harbor
- City of Bronson
- City of Buchanan
- City of Charlotte
- Village of Climax
- Emmett Charter Township
- City of Fennville
- City of Galesburg
- City of Kalamazoo
- Lake Charter Township
- Niles Charter Township
- Otsego Township
- City of Parchment
- City of Portage
- Village of Schoolcraft
- Village of Tekonsha
- Village of Vicksburg
- Village of White Pigeon



Education

Master of Science, Civil Engineering
University of Michigan, 1992

Master of Science, Civil Engineering
Pennsylvania State University, 1991

Bachelor of Science, Civil Engineering
Pennsylvania State University, 1989

Registrations

Engineering Michigan, 1995

Certifications & Training

Certified Floodplain Manager

Certified Industrial Stormwater
Operator

Certified Storm Water Operator

Professional Activities

American Society of Civil Engineers

American Water Works Association-
Michigan Section

Association of State Floodplain
Managers

Water Environment Federation

Michigan Stormwater Floodplain
Association

Professional History

Prein&Newhof, 2000-Present

35 years in Industry

Tom Wheat, PE

Client Manager and Quality Assurance

Tom is involved in many aspects of municipal engineering, including water and wastewater systems, roadways, stormwater systems, and construction management. His duties include acting as township or village engineer for several Kalamazoo area municipalities. He also serves in the capacity of team leader for the Prein&Newhof Kalamazoo office, is on the Board of Directors, and the Executive Committee.

Tom has also worked extensively with two Sewer & Water Authorities in Kalamazoo County, as well as the Kalamazoo Regional Water and Wastewater Commission and serves on the Joint Administration and Technical Committee. This group is comprised of the area's water and wastewater customers (Townships and Cities). These duties require Tom to act in a leadership role, as it relates to proper municipal infrastructure planning and development.

Tom also works on many private projects such as plats, site condominiums, and planned unit developments that require the design of water, wastewater, stormwater, and road systems. This private work also includes site plans for commercial projects that include parking lot layout, stormwater treatment and retention, and compliance with local codes.

Representative Projects

- Barry Township: Water System Evaluation & Improvements
- Rota Kiwan Scout Reservation Water Supply Master Plan
- Charleston Township: Well Conversion, Water & Sewer Ext.
- City of Kalamazoo: Water & Sewer Capacity Study
- Texas Charter Township: 10th Street Water Main Extensions
- Village of Schoolcraft: Eliza Street Improvements & Watermain Upgrade, Grand Street Watermain Extension
- Gull Lake Sewer & Water Authority: Hillcrest Orchards Water Supply Study
- Villas of Stonehenge: Villas at Stonehenge Development
- Village of Schoolcraft: Well Chlorine Retrofit



Education

Bachelor of Science, Engineering
University of Michigan, 1988

Registrations

Engineering Michigan, 1995

Certifications & Training

Certified Storm Water Operator

Design and Construction Aspects of
Trenchless Technology

Designing and Managing Wastewater
Pumping Facilities

Professional Liability Seminar for
Design Professionals

PSMJ Project Management Bootcamp

Soil Erosion and Sedimentation
Control

Professional Activities

Michigan Society of Professional
Engineers

National Society of Professional
Engineers

Professional History

Prein&Newhof, 1997-Present

36 years in industry

Personal Awards

Engineer of the Year, 2021, Michigan
Society of Professional Engineers

Julie Feria, PE

Project Engineer

Julie joined Prein&Newhof in the spring of 2015 and has since been involved with a variety of projects including GIS and modeling of sewer, water, and stormwater systems.

Prior to working at Prein&Newhof, she performed undergraduate research at Calvin University related to the effect of antibiotics on biofilm used in drinking water treatment. She also worked with professors and other engineering students on water system design and analysis for rural communities in Ecuador and Peru.

At Prein&Newhof, Julie has used her background in engineering and GIS to build and analyze hydraulic models of storm, sanitary, and drinking water systems for communities throughout Michigan. She has been involved in hydraulic analyses and GIS development for communities and continues to provide GIS and hydraulic system analysis support for several municipalities.

Representative Projects

Julie has worked on more than 40 water reliability studies including the following:

- City of Allegan
- City of Charlevoix
- City of Hastings
- City of Hart
- City of Kalamazoo City of Kentwood
- Holland Charter Township
- City of Muskegon
- Muskegon County Eastside
- Muskegon County Northside
- City of North Muskegon
- Northwest Ottawa Water System
- Park Township
- City of Portage
- City of Roosevelt Park
- Village of Tekonsha
- Village of Vicksburg
- City of Whitehall



Education

Bachelor of Science, Civil Engineering
Calvin University, 2015

Registrations

GISP Michigan, 2021
Engineering Michigan, 2019

Certifications & Training

Confined Space Training
InfoSWMM Sewer System Modeling
Training Course
PSMJ Project Management Bootcamp

Professional Activities

American Society of Civil Engineers-
Michigan Section
American Water Works Association
IMAGIN, Inc.
Michigan Communities Association of
Mapping Professionals

Professional History

Prein&Newhof, 2015-Present
9 years in Industry

Technical Work Plan

The Water System Reliability Study (WSRS) is a planning document required by Part 12, Rule R325.11203 and R325.11604 promulgated under Michigan's Safe Drinking Water Act, 1976, P.A. 399, as amended. The WSRS includes a hydraulic evaluation of the reliability of a community's existing system, as well as the projected future supply to the city. This proposed scope will meet the overall requirements of the EGLE for a general plan and reliability study for the system.

The following scope of services is proposed:

1. Data Collection

To begin the project, we plan a virtual kickoff meeting to discuss the project work plan and to review expectations (we are happy to have in-person meetings if that is your preference, but that hasn't been included in our fees). We will obtain data necessary to start the project, discuss data needs, expectations and plans for hydrant testing and treatment plant site visits.

We will request information including:

- Water distribution maps and all construction improvements since 2016
- Pumping and billing records by customer class, large users billings annually since 2016
- Most recent EGLE Sanitary Survey
- Past water study reports including planning and master plans
- Recent Insurance Services Office reports
- Historical information on water main breaks, low pressure concerns and customer complaints of poor water quality
- Assistance by two operators to open/close hydrants during flow testing and read pressures
- Any available GIS information
- The existing hydraulic model
- Maintenance program descriptions including hydrant flushing, valve exercising, meter replacement, tank maintenance, etc.

2. Define Existing Conditions

This task focuses on evaluating the adequacy and condition of the existing infrastructure and existing system water quantity and quality supplied.

We will develop an asset inventory to meet EGLE's regulatory requirements, including pipe age and material types on a map and in a table. We will tabulate the pipe sizes, pipe lengths, fire hydrants, and valves from the existing water system data.

We will use the billing data to document the water usage for each customer class, large users, and unaccountability of water usage. And we will use the Monthly Operating Reports to compile the system-wide water use data. We will project average day and maximum day demands based on this

information. In addition, we will obtain data for pump operation and tank levels for a high demand week in the summer and a low demand week in the winter. Fire flow goals will also be provided by the city for analysis.

We will evaluate emergency conditions, including conditions during power loss and the ability to serve customers with backup power. Finally, we will obtain and document the location of frequent main breaks, locations of low pressures, and other operational and maintenance concerns based on information provided. These will be considered when developing and prioritizing recommendations.

3. Perform Hydrant Flow Testing

We will work with city personnel to perform hydrant flow tests throughout the city system, and we will use the results to recalibrate the model. We will provide the equipment and will need assistance from two operators to complete the hydrant testing.

Prior to the testing, we will prepare a testing plan to ensure representation of all differing areas, pipe sizes, and ages. Between 9 and 11 hydrant tests will be conducted. Prein&Newhof will develop a schedule to expedite the process. A comparison of this data with tests over the past five years will be completed to observe the impact of recent projects on the system.

4. Prepare Demand Projections

We will project water demands through 2045 in five-year increments. The projections will be justified based on available historic water use data, population projections, land use maps, historic building permits, known development, and any other information provided regarding potential growth. We will project average day, maximum day, maximum hour, and fire flow demands based on this information.

5. Capacity Analysis

Existing data and projections will be analyzed to determine system deficiencies and identify current and future needs. This analysis includes demonstration of adequate capacity of various elements of the waterworks system.

Based on the demand projections through Year 2045, we will analyze the system supply and storage capacity. This analysis includes consideration for both non-emergency storage (equalization storage) and emergency storage. We will identify any deficiencies.

6. Mapping

Using available GIS data for the entire city water system, we will provide a series of maps. Water mains four inches and greater in diameter will be included, along with tanks, valves, fire hydrants, tees, crosses, and backup power systems. All recent projects will be added to the maps.

A General Plan map will be prepared showing the infrastructure as well as deficiencies and recommended improvement projects. We will also provide pressure contour maps as discussed later in this proposal.

7. Hydraulic Modeling

The objective of this task is to update the digital model of the system. Water mains four inches and greater in diameter will be included in the model, along with master meters, tanks, etc. We propose to use WaterGEMS for the analysis. This software package combines the capability of performing complex distribution system hydraulic analyses with a convenient user interface to facilitate data entry. In addition, the software packages can perform extended period analyses and provide superior graphic output of results.

We understand a model exists for the water system. We are preparing our fee assuming it is available. The existing hydraulic model will be updated to reflect all improvements made to the system since 2016.

Calibration

Calibration is a critical step in developing an accurate model since results of a poorly calibrated model do not typically provide any meaningful information. We will calibrate the model using hydrant test results, primarily by adjusting roughness factors. This is particularly important for areas with older piping and some tuberculation in your system.

Model Analysis

With the model, we will analyze system pressures and flows for both existing, 5-year and 20-year demand projections. The demands will be allocated through the system to best represent demands. The model will help identify hydraulically deficient areas of the distribution system. In addition, we can easily model future updates and simulations:

- a) Existing and projected average, maximum day demands and fire flow demands (we will identify the available fire flow at 20 psi throughout the system for existing and projected demand conditions; minimum pressure must be 35 psi for non-emergency conditions). Conditions will also be evaluated for the system with 5-year demands and 5-year improvements as well as 10-year and 20-year demands and improvements.
- b) Existing and Future fire flow contour maps will be prepared to meet regulatory requirements. This will include a map for current and future pressures, and for current and future fire flow without and then with improvements.
- c) Potential system improvements will be considered and simulated for future demand conditions to address deficiencies found with existing system modeling. A summary of model simulations results will be provided.

8. Provide a Prioritized List of Recommendations and Conclusions

Using the list of system deficiencies, recommended improvements to the transmission and distribution mains and other facilities will be prepared with justification based on the system analysis and cost evaluation. We will base our recommendations on the cost-effectiveness of the various improvement options and prioritize them. The recommendations will then be compared to and melded with the current CIP. Recommendations will be grouped by short-term (0-5 years) and long-term (5-20 years).

9. Evaluate System Reliability

We will evaluate reliability issues, including system redundancy, system looping, adequate transmission, operation during power outage, maintenance programs, aging infrastructure, and water quality parameters data, among others.

10. Meetings

Communication is critical to the success of projects, and we will provide bi-weekly updates on the project. Planned virtual meetings include a kickoff meeting, draft report meeting and a final report meeting. We can be reached to answer questions at any time and will schedule additional in-person or virtual meetings if it is necessary (not included in our fee).

11. Deliverables

Draft reports will be provided for review by the city. We will make revisions and submit the final draft report to EGLE for final review and approval. Then after we receive all EGLE review comments and respond to them with your input, we will provide three hard copies and one electronic copy of the final report to the city which includes current and future fire flow maps.

12. Time Frame

We will complete the draft reliability study within three months of receiving all the necessary data and completing the hydrant tests. We propose completing the hydrant testing in April and the draft report by the end of July 2025. If you have a preference on the timing of the hydrant testing that differs from this, we will adjust this schedule.

13. Compensation

We will complete the water system reliability study for a fee of **\$11,800**. This assumes the existing WaterGEMS model is available and in working order.

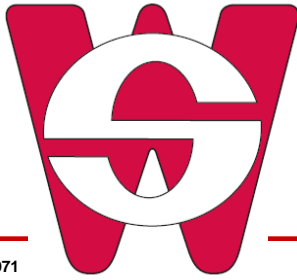
**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E

N. Franks Reconstruction - 2024 Small Urban				
	Original Project	Current Project	Projected Final	Difference in
	Cost	Cost	Cost	Cost
Design	\$52,500.00	\$52,500.00	\$52,500.00	\$0.00
Construction Engineering	\$101,000.00	\$125,000.00	\$130,000.00	-\$29,000.00
Contractor Amount	\$567,425.50	\$608,409.80	\$613,348.89	-\$45,923.39
Subtotals	\$720,925.50	\$785,909.80	\$795,848.89	-\$74,923.39
Approved Contingency Amount				\$57,000.00
Contingency Shortfall				<u>-\$17,923.39</u>
Additional Contingency Request				\$20,000.00

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10F



Est. 1971

West Shore Services, Inc.

Luke Miller – Director of Operations

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 171 Fax: 616-895-7158

March 7, 2025

City of Sturgis Fire Department
Attn: Deputy Director Andy Strudwick
124 N Ottawa St.
Sturgis, MI 49091

RE: Federal Signal 2001 Equinox, AC/DC, Two-Way Outdoor Warning Siren

Dear Mr. Strudwick,

On behalf of West Shore Services (WSS), I would like to thank you for the opportunity to provide a proposal for the purchase and installation of a Federal Signal Outdoor Warning Siren.

Proposal

West Shore highly recommends a Federal Signal model 2001 Equinox, AC/DC, two-way, warning siren including installation on a 50' class II wood pole, and all necessary materials for installation.



The 2001 Equinox siren will be equipped with a two-way digital status monitoring system, which would be temporarily disabled pending the installation of additional units to provide coverage for your community. At that time, it would become more cost effective to install the necessary two-way control equipment to monitor and activate your system. The battery backup will allow the unit to operate in the event that normal AC power to the site is interrupted. Product cut sheets attached.

The pricing listed is a price and includes our standard installation techniques, aluminum conduit between the control cabinets and siren head, and extensive grounding of all components including installation of two ground rods.

WSS turnkey price to furnish, deliver, and install is \$29,200.00. Optional removal of existing siren \$1,850.00.

The price also includes a service entrance for overhead electrical hookup to an existing power source. Any underground or special service requirements will be quoted as an extra charge item.

We have included a \$50.00 allowance for electrical permits. Any fees in excess of \$50.00 will be invoiced as an extra charge item.

Power Requirements

The power requirements for the Federal 2001 Equinox AC/DC are single phase 120/240-volt AC. If the unit is operating from AC power, the draw will be approximately 30 amps. During the rest of the time when the unit is not operating it will require 4-6 amps max to run the battery chargers and radio.

If you have any questions or need any additional information, please feel free to contact me personally. I can be reached at the office at (616) 895-4347 ext. 171 or on my cell phone at (616) 262-0082.

We appreciate the opportunity to work with the City of Sturgis Fire Department.

Sincerely,

A handwritten signature in black ink that reads "Luke Miller". The signature is written in a cursive, slightly slanted style.

Luke Miller
Director of Operations

LGM/rl

Encl: Product Specification Sheets



► Model 2001-130 and Equinox

High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox sirens are high-powered, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

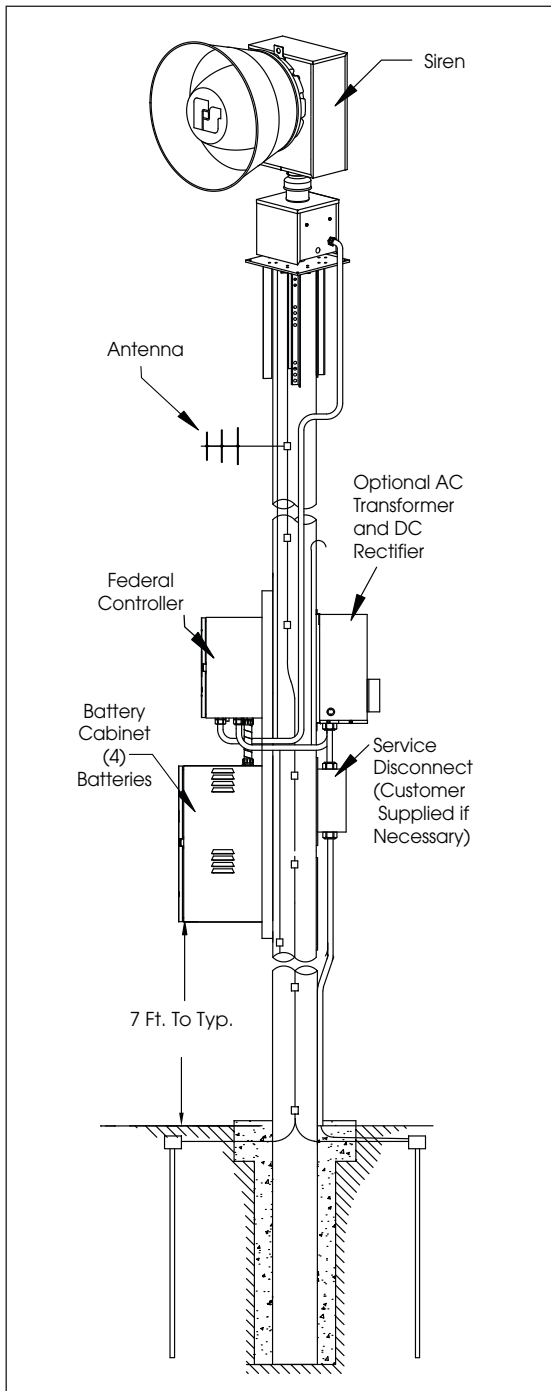
The siren's projector produces a 60-degree projection of sound that rotates at 3 RPM and can produce three distinct warning signals: steady, wail, and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless Ethernet, satellite/cellular, or landline. The 2001 Series is offered in low frequency (500 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills, and other types of community or facility emergencies.

FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or solar powered with battery backup
- Weather-resistant coating

High Power, Directional Rotating Siren (2001-130 and Equinox)



¹ Contact Federal Signal for powering options.

² Actual coverage is dependent on many factors. Contact Federal Signal for sound analysis of your specific location.

³ The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher.

⁴ Batteries not included.

⁵ See the product page for additional information.

SPECIFICATIONS

Power:¹

Sirens can be powered from 120 Vac, 240 Vac with battery backup or battery operation. Solar power can also be provided

Signal Information:	2001-130	Equinox
Signal /Sweep Rate	Frequency Range	500 Hz
Steady /Continuous	790 Hz	
Wail /10 s	470-790 Hz	180-500 Hz
Fast Wail /3.5 s	600-790 Hz	300-500 Hz
Coverage: ²	2001-130	Equinox
70 dB	Up to 6,500 ft	Up to 6,100 ft
60 dB	Up to 13,200 ft	Up to 12,200 ft

Wind Loading:	2001-130	Equinox
EPA at 40 ft	9.5 ft ²	9.5 ft ²
Wind Load (130 mph, 40 ft above ground)	613 lbf	613 lbf

Pole Mounts:

Wood, steel, composite, or concrete poles can be provided. Contact Federal Signal for details.

Communications:

Federal Signal can supply one-way and two-way communications. Radio, IP, Landline, Satellite, and Cellular can be combined to provide a robust alerting solution.

Operating Temperature:³ -22° to 140°F (-30° to 60°C)

Dimensions H x W x D: 62 x 37 x 41 in (157 x 94 x 104 cm)

2001-130 Net Weight:	420 lb (191 kg)
2001-130 Shipping Weight:	460 lb (209 kg)
Equinox Net Weight	390 lb (177 kg)
Equinox Shipping Weight	460 lb (209 kg)

HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

AC Operation

Siren Head	
2001-130	Rotating electromechanical siren 130 dBc +/- 1dBc at 100 ft (30.5 m), 48 Vdc, pole mount included
Equinox	Rotating electromechanical siren, low frequency, 125 dBc +/- 1dBc at 100 ft (30.5 m), 48 Vdc, pole mount included

Siren Controller

FC/H/U	One-way FC Controller, 120/240 Vac operation, H = High Band, 150-172 MHz, U = UHF Band, 450-470 MHz
FCTBD/H/U	Two-way FC Controller, 120/240 Vac operation, H = High Band, 136-174 MHz, U = UHF Band, 400-470 MHz

Powering Option

2001-AC	Siren Control AC operated, sirens are powered by 208/220/240 Vac (specify voltage). NEMA 4X aluminum Control Cabinet, (2) 48 Vdc contactors, and transformer/rectifier 117 lb (53 kg)
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High Power, Directional Rotating Siren (2001-130 and Equinox)

HOW TO ORDER

DC Operation

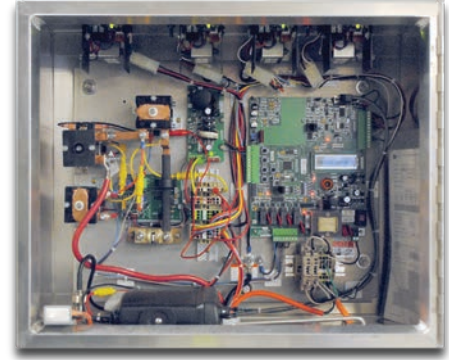
Siren Head	
2001-130	Rotating electromechanical siren 130 dBc +/- 1dBc at 100 ft (30.5 m), 48 Vdc, pole mount included
Equinox	Rotating electromechanical siren, low frequency, 125 dBc +/- 1dBc at 100 ft (30.5 m), 48 Vdc, pole mount included
Siren Controller	
DCFCB	Federal Controller NEMA 4X aluminum Control Cabinet, (4) chargers, (2) 48 Vdc contactors, (4) preset siren functions, and NEMA 3R aluminum Battery Cabinet. 120 Vac is required to charge batteries. Batteries are not included. Radio is not included. 224 lb (102 kg)
DCFCB/H/U	One-way FC Controller, 120 Vac is required to charge batteries. Batteries are not included. H = High Band, 150-172 MHz, U = UHF Band, 450-470 MHz
DCFCTBD/H/U	Two-way FC Controller, 120 Vac is required to charge batteries. Batteries are not included. H = High Band, 136-174 MHz, U = UHF Band, 400-470 MHz
DCFCTBD-IP	Two-way FC Controller, IP-enabled, 120 Vac is required to charge batteries. Batteries are not included.
Siren Activation	
SS2000+/R	Console for siren activation (R for rack mount)
SFCD*	Commander® Software for PC-based siren activation, monitoring, and control. *For 10, 25, 255, or 512 Site License.

AC Operation with DC Backup

Siren Head	
2001-130	Rotating electromechanical siren 130 dBc +/- 1dBc at 100 ft (30.5 m), 48 Vdc, pole mount included
Equinox	Rotating electromechanical siren, low frequency, 125 dBc +/- 1dBc at 100 ft (30.5 m), 48 Vdc, pole mount included
Siren Controller	
DCFCB	Federal Controller NEMA 4X aluminum Control Cabinet, (4) chargers, (2) 48 Vdc contactors, (4) preset siren functions, and NEMA 3R aluminum Battery Cabinet. 120 Vac is required to charge batteries. Batteries are not included. Radio is not included. 224 lb (102 kg)
DCFCB/H/U	One-way FC Controller, 120 Vac is required to charge batteries. Batteries are not included. H = High Band, 150-172 MHz, U = UHF Band, 450-470 MHz
DCFCTBD/H/U	Two-way FC Controller, 120 Vac is required to charge batteries. Batteries are not included. H = High Band, 136-174 MHz, U = UHF Band, 400-470 MHz
DCFCTBD-IP	Two-way FC Controller, IP-enabled, 120 Vac is required to charge batteries. Batteries are not included.
Powering Option	
2001TRB	Siren Control AC operated, 208/220/240Vac (specify voltage). NEMA 4X aluminum Control Cabinet, (1) 48 Vdc contactor, and transformer/rectifier 117 lb (53 kg)
Siren Activation	
SS2000+/R	Console for siren activation (R for rack mount)
SFCD*	Commander Software for PC-based siren activation, monitoring, and control. *For 10, 25, 255, or 512 Site License.

Solutions are powered by 208/220/240 Vac supplied to the 2001TRB. Backup power is supplied by 48 Vdc deep-cycle batteries. Battery charge is maintained by 120 Vac output from the 2001TRB.

Commander is a registered trademark of Federal Signal Corporation.



► Model DCFCTBD

Two-Way Digital Controller for Electro-Mechanical Sirens

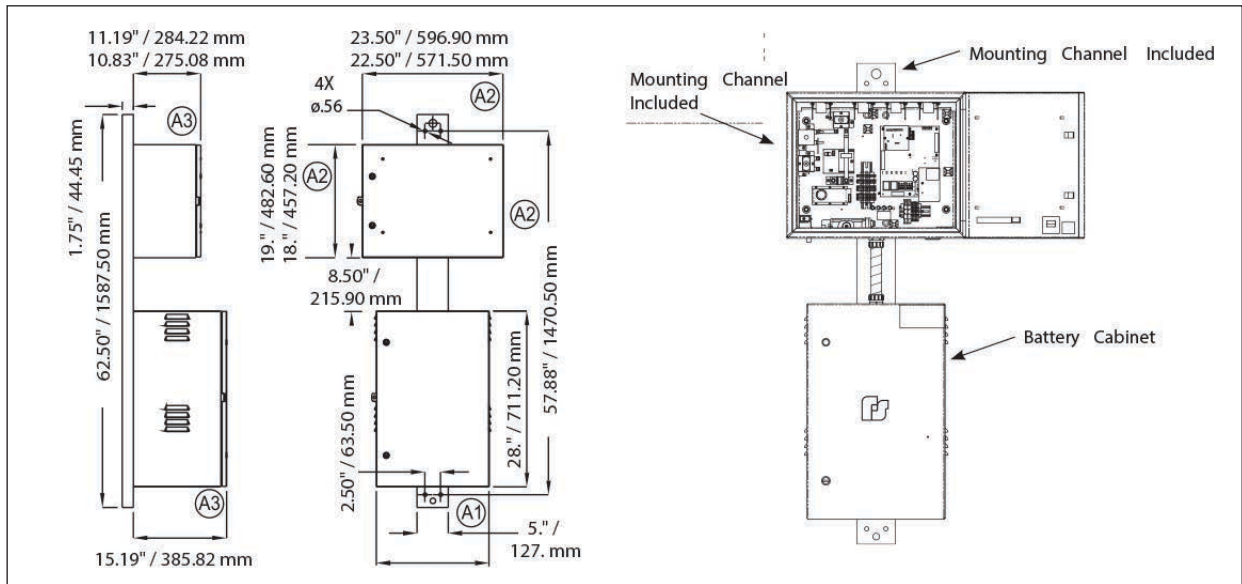
Federal Signal DCFCTBD siren controllers are two-way digital, battery-operated/backup and status monitoring systems for use with the Federal Signal 2001-130, Equinox, 508-128, and Eclipse8 sirens. The DCFCTBD siren controller typically interfaces with off-the-shelf two-way radio transceivers and communicates to a base controller. DCFCTBD siren controllers can be used with radios utilizing single-tone, two-tone sequential, DTMF, POCSAG, AFSK, EAS, and digital formats such as P25 and Tetra. The DCFCTBD controllers can be equipped with optional communications such as landline, IP, fiber, satellite, and cellular. This makes DCFCTBD siren controllers compatible with virtually any existing siren control system or communication method. There are four local inputs, four local buttons for activation, and a reset option.

DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with local inputs, local buttons, or via the communications channels. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point. The DCFCTBD siren controller offers six user-programmable functions in addition to the five pre-set functions (arm, disarm, report, growl test, and master reset). These controllers include sensors to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation, and local activation.

FEATURES

- Two-way siren controller for 48 Vdc Sirens
- Two-way radio control and status monitoring
- Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security
- Able to utilize multiple communication paths for redundancy
- Controls mechanical sirens, including models 2001-130, Equinox, 508-128, and Eclipse8
- Solar options available
- Buttons for local activation
- Landline, Ethernet (IP), or radio control
- UL Listed for general signaling
- DNV Certified

Two-Way Digital Controller for Electromechanical Sirens (DCFCTBD)



SPECIFICATIONS

Operating Temperature:	-22° to 149°F (-30° to +65°C)
AC supply voltage:	120 Vac at 4.0 A 240 Vac at 2.0 A
Battery Backup:	48 Vdc
Current Draw:	+/- 10%, 50/60 Hz, max standby current
DCFCTBD Power Supply:	6 A at 13.3 Vdc
Battery Backup:	48 Vdc
Current Draw:	0.2 A in standby
Programmable Frequency:	Federal Signal can program your radio to your specific requirements
EAS:	Supports standard EAS codes and wildcards
POCSAG:	Supports binary AFSK 512 Baud numeric messages
4 relay outputs:	SPST
Contact Rating:	(4 relays standard) 5 A at 28 Vdc – 8 A at 240 Vac
Shipping Weight:	
DCFCTB Total Weight (including batteries):	364 lb (165 kg)
Shipping Weight (excluding batteries):	300 lb (136 kg)
2001TRB/2001TRBP Net Weight:	150 lb (68 kg)
2001TRB/2001TRBP Shipping Weight:	190 lb (86.2 kg)

ACCESSORIES

Description	Part Number
Federal programming software (Non-digital applications)	FSPWARE
Commander® Software System, *10, 25, 255, or 512 Site License	SFCD*
208-240 Vac operation	2001TRB/2001TRBP
Activation system	SS2000+
Solar powered option	Contact Federal Signal
Antenna	Contact Federal Signal

HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

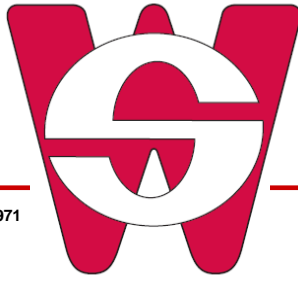
Description	Part Number
Two-way Controller DC Powered, no radio	DCFCTBD
Two-way Controller, Radio Controlled, High Band, 136-174 MHz DC Powered, UHF Band, 400-470 MHz (H=high band, U=UHF)	DCFCTBDH/U
Two-way Controller, IP-enabled, DC Powered	DCFCTBD-IP
Two-Way Federal Controller, UHF Band, 400-470 MHz, DC Powered with Radio Faceplate	DCFCTBDU-FP
Two-Way Federal Controller, High Band, 136-174 MHz, DC Powered with Radio Faceplate	DCFCTBDH-FP

Note:

Antenna and cable are not included with radio activation control and must be ordered separately.

Batteries required. Call for assistance with specific system requirements.

Commander is a registered trademark of Federal Signal Corporation.



Est. 1971

West Shore Services, Inc.

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401

Phone: 616-895-4347 Fax: 616-895-7158

SALES AGREEMENT

Agreement. This agreement (the "Agreement") between West Shore Services, Inc. ("WSS") and Buyer for the sale of the products and services described in WSS's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between WSS and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of WSS and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by WSS or upon WSS's written consent. WSS objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to WSS unless specifically agreed to by WSS in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant, or explain this Agreement, shall not be binding on WSS. This Agreement shall be for the benefit of WSS and Buyer only and not for the benefit of any other person.

Termination. This Agreement may be terminated only upon WSS's written consent. IF WSS shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by WSS, shall pay termination charges based upon expenses and costs incurred in the assembly of its products on in the performance of the services to the date such termination is accepted by WSS including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, WSS shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

Price/Shipping/Payment. Depending on product purchased, prices are F.O.B. UNIVERSITY PARK, IL and/or ALLENDALE, MI. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of WSS, and Buyer shall pay for each such shipment separately. WSS may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. WSS will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by WSS are due 30 days from date of invoice, except that payment terms for turn-key sales of products and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by WSS to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

Hold Harmless. Buyer, shall hold WSS harmless from and shall indemnify WSS against any claim, liability, loss or damage, including the attendant costs of litigation, arising out of or directly related to any contract entered into with a customer of the Buyer or potential customer, provided expressly that the claim, liability, loss or damage is caused by or directly related to: (i) the use of the Products; (ii) the Services provided by the Buyer; (iii) any act or omission of the Buyer related to any claim of infringement of any intellectual property rights of third parties; and (iv) for any violation by the Buyer of any laws or applicable regulations governing the use or sale of the Products or Services of the Buyer, which is brought against WSS relating to the activities of WSS contemplated by this Agreement. This provision shall apply ONLY if Buyer is notified of such matter described herein by the WSS within five (5) business days of WSS's notice of such matter, regardless of form of notice or knowledge. Buyer reserves all rights to directly defend itself in any such proceedings, and shall have the absolute right to direct the defense of WSS with respect thereto.

WSS shall hold the Buyer harmless and shall save, defend and indemnify the Buyer against any and all claims, demands, liabilities, suits and other proceedings, including any resulting costs of defense and damages, which arise out of or occur as a result from the conduct of WSS, including, but not limited to, misrepresentations regarding the Products or Services provided by WSS, breach of contract, breach of his duties hereunder and engaging in misleading or deceptive sales practices. WSS shall have the absolute right to direct and control its defense of any such matter arising as a result of the same.

Taxes. Price quotes by WSS do not include taxes. Buyer shall pay WSS, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by WSS from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to WSS before the date of the invoice.

Delivery. Although WSS shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by WSS of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

Returns. Buyer may return shipped product to WSS only upon WSS's prior written consent (such consent to be in the sole discretion of WSS) and upon terms specified by WSS, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by WSS. Agents of WSS are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in WSS's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by WSS within 30 days of Buyer's receipt of the product or WSS's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

Limited Warranty. WSS warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from the delivery to Buyer (one-year for informers and all software products, five years of 2001 & ECLIPSE Series siren head). During this warranty WSS will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. WSS will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other WSS's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, not to units with problems due to service or modification by other than a WSS warranty service center. WSS will provide on-site warranty service during the first 60 days after the completion of the installation when WSS has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL WSS BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL WSS'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OF THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

Patents. WSS shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person or infringement of any United States Patent by product manufactured by WSS, but if Buyer furnished product of system design specifications to WSS, Buyer shall hold WSS harmless against any infringement claim consisting of the use of product manufactured by WSS in accordance with Buyer's products or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by WSS is held to infringe any patent and its use is enjoined by any competent court of law, WSS, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license or otherwise, shall, at its own expense, either replace such product with non-infringing product, either by suspension of the injunction, by securing for Buyer, a license or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. WSS makes no warranty that its product will be delivered free of a valid claim by a third person of infringement of the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

Assignment and Delegation. Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without WSS's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

Severability. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Installation. Installation shall be by Buyer unless otherwise specifically agreed to in writing by WSS.

Governing Law and Limitations. This Agreement shall be governed by the laws of the State of Michigan. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state of federal courts in Kent or Ottawa County, Michigan. Whenever a term defined by the Uniform Commercial Code as adopted in Michigan is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action had accrued.

Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation to work from and to store equipment overnight.

Installation Methods & Materials. Installation is based on methods and specifications designed and intended by WSS to meet or exceed all national, state, and local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

Radio Frequency Interference. WSS is not responsible for RF transmission and reception affected by system interference beyond its control.

Installation Site Approval. Buyer must provide signed documentation to WSS such as the "WARNING SITE SURVEY" or a document with the equivalent information, that WSS is authorized to commence installation at the site designated by Buyer before WSS will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by WSS for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by WSS. All indoor installations assume AC power is available with 10 feet of the installation location.

Permits & Easements. Unless specifically quoted, buyer is responsible for obtaining all required easements and/or permits, along with any fees required for installation.

Soil Conditions Clause. In the event of poor site conditions including but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet manufacturers specifications, WSS will direct installation crews to attempt pole installation for a maximum of two (2) hours. Buyer approval will be sought when pole installation exceeds two (2) hours and WSS cannot obtain approval in a timely manner to proceed with extra work.

Contaminated Sites. WSS is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. WSS will not knowingly approve installation at any site containing contaminants. Buyer must inform WSS when known or suspected soil contaminants exist at any intended installation site.

Site Cleanup. Basic installation site cleanup include installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

Safety Requirements & Compliance. WSS requires that all employees and subcontractors follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of WSS equipment. Additional safety compliance requirements by Buyer, such as, but not limited to, additional training or testing, may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

Project Delays. WSS shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of WSS, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond WSS's reasonable control, whether similar or dissimilar to the foregoing.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10G

Product Comparison	Plymovent	Magne grip
Hose	4"	5"
Duct	5"	6"
Overhead flex hose	no	yes
Temp. rating	2000	1050
Exhaust connections	Stainless steel	aluminized 12 gauge steel
Startup systems	Auto & wireless control	Auto & wireless control
Easy of repair	Screw on hose	clamp on system
Fan	7.5 Hp / 3450 Rpm	7.5 Hp / 3450 Rpm
Track system	aluminum rail	aluminum rail
Tail pipe mount	Magnetic	Magnetic
NFPA approved CFM's	Yes	Yes
5 year Warranty	Parts and Labor	all parts
10 year Warranty	Rail extrusions only	None
Lifetime Warranty	None	Duct, Track & Rail, support legs
Service & repair	Service tech within 2 hours	24/7 help desk
Cost	\$77,531	\$75,299

QUOTATION

Full Replacement of the Vehicle Exhaust Removal System

DATE: March 5, 2025

PROPOSAL FOR: Sturgis Fire Department
124 North Nottawa Street
Sturgis, Michigan 49091

ATTENTION: Deputy Chief Andy Strudwick

PROJECT SCOPE: Provide and Install a fully automatic MagneGrip® Diesel Exhaust Extraction System for removal of apparatus exhaust emissions from start up to door threshold. This proposal is for a complete new system including:

- Take Down and Disposal of Existing System
- Installation of New Exhaust Fan on building exterior or interior as desired.
- Installation of new Control Panel
- All new Electrical wiring provided to Control Panel and Fan.
- Supply and Install all new Class II duct material and fittings.
- Core Drill Services as needed.
- Provide and Install new MagneGrip Rail and Track System as listed below.
- Modify Truck exhaust pipes and install MagneGrip Tailpipe Adapters

EQUIPMENT, MATERIAL AND LABOR PRICE:

Station #1:

Seven Drop MagneGrip® Source Capture System

Package Includes:

- (1) SFTMPRO-301 Bay #1R: 30' Sliding Flex Hose Track MagneGrip® PRO
- (1) SSRMPRO-902 Bay #2: 90' Straight Suction Rail MagneGrip® PRO with Two Hose Drops
- (1) SFTMPRO-301 Bay #3F: 30' Sliding Flex Hose Track MagneGrip® PRO
- (1) SHDMPRO-513 Bay #3R: Simple Hose Drop MagneGrip® PRO
- (1) SFTMPRO-301 Bay #3R: 30' Sliding Flex Hose Track MagneGrip® PRO
- (1) SFTMPRO-301 Bay #4 F: 30' Sliding Flex Hose Track MagneGrip® PRO
- (1) CF363-7.5 MagneGrip® Exhaust Fan 7.5HP-3PH rated at 4400 CFM at 6" SP
- (1) 500181-08 Wireless Auto-Start Control Panel 7.5HP/208-230V/3PH
- (1) 500157-14 14" Up-blast Back Draft Damper Type Rain Cap
- Each Hose Assembly includes a 5" diameter high-temp upper hose section, a 1050-degree extreme high-temp 2' lower hose section with handle, a nozzle that attaches to the tailpipe adapter to contain 100% of exhaust emissions while providing ambient air to reduce exhaust temperatures, a tailpipe adapter assembly that provides easy connection and cool air induction.
- UL/CUL Wireless Auto-Start Control Panel with NEMA 4X enclosure to provide auto start/stop operation with adjustable timer, manual override switch, and wireless capability.



- Electrical wiring from available supply to control panel and exhaust fan, a safety disconnect for fan motor. Subpanels are excluded, if required, and any modifications required to bring service to code are excluded.
- Each Hose Assembly is provided with a transmitter and pressure sensor for automatic system.
- Tailpipe Modifications as required but limited to vehicle tailpipes from the muffler out. Rusted or Damaged Tailpipes are the responsibility of the Fire Department.
- Class 2 Spiral Duct, Fittings, and Hangers
- Adjustable Telescopic Support Legs to hang rail or track systems
- If Required, Wall Penetration for Fan Discharge (see Terms)
- Shipping to Job Site
- Labor & Material to Install Systems
- Start up and Training
- All standards of quality are met and adhered to: UL, NFPA, AMCA, IMC, ASME, UMC, NEC, NIOSH, OSHA and all local and state building codes.
- Equipment is 100% American Made by an ISO9001-2015 Company
- Women's Business Enterprise (WBE) Certified
- Women's Owned Small Business (WOSB) Certified

PRICE.....\$75,299.00

TERMS:

- Upon approval, please submit a signed copy of this proposal and a tax exemption certificate. Projects are invoiced per station upon shipment of equipment. Payment is due upon completion of the project.
- One MagneGrip® Tailpipe Adapter and installation is included with each hose drop assembly. All vehicles that require Tailpipe Adapters must be made available to MagneGrip technicians at the time of system installation. Additional adapters upon request.
- MagneGrip provides wall penetration only for exhaust duct, if required. Roof penetrations, flashing, curbing and sealing will be at the customer's expense.
- Pricing includes standard permits and business licensing fees, if required. Price does not include any state, sales, or special taxes, engineered stamped drawings or services, seismic engineering, or electrical/structural load calculations.
- Electrical subpanels and modifications required to bring service to code are excluded if required unless otherwise indicated in the proposal.

SUBMITTED BY:



Maggie Rossman-Roach

President

Signature: 

Date: 03/05/25

(Sturgis FD MI Bid Proposal 3-5-25)

ACCEPTED BY:

Company: _____

Authorized Signature: _____

Print: _____ Title: _____

PO#, If Required: _____ Date: _____

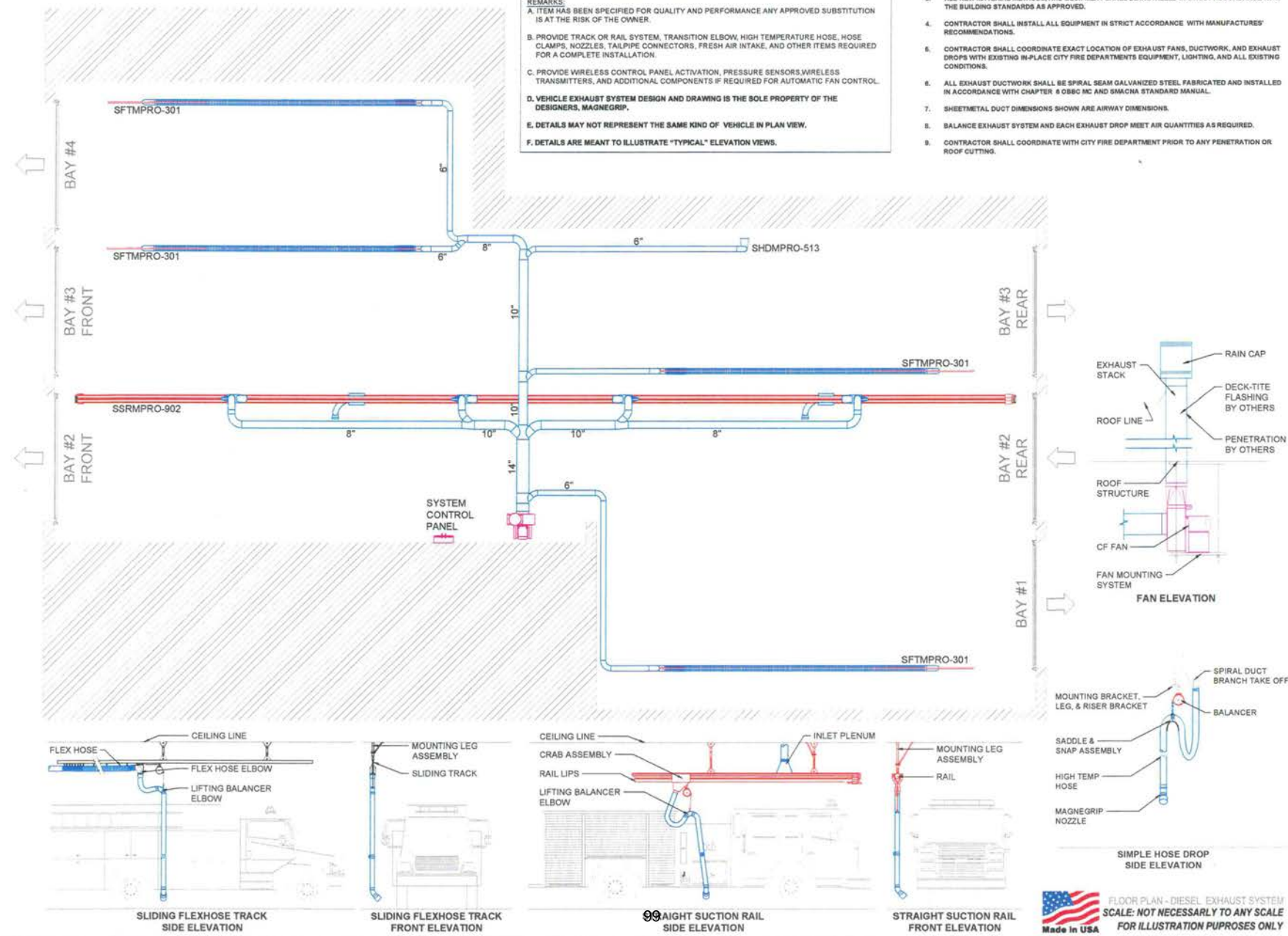


FAN SCHEDULE							
FAN TYPE	ID#	AIRFLOW (CFM)	RPM	STATIC PRESSURE (IN - WC)	VOLTS / PHASE	HP	BREAKER
MAGNEGRIP	CF363-7.5	4400	3450	5 SP	208-230v 3ph 4w	7.5	50 AMP
							#STHWN

VEHICLE EXHAUST SYSTEM			
DESCRIPTION	PART #	QTY	REMARKS
CONTROL PANEL	500181-06	1	
RAIN CAP	500157-14	1	
FLEXHOSE TRACK	SFTMPRO-301	4	1 HOSE DROP EACH
SUCTION RAIL	SSRMPRO-902	1	2 HOSE DROPS EACH
HOSE DROP	SHDMPRO-513	1	1 HOSE DROP EACH
TOTAL # OF HOSE DROPS:	7	CFM PER HOSE DROP:	800 CFM

REMARKS:
A. ITEM HAS BEEN SPECIFIED FOR QUALITY AND PERFORMANCE ANY APPROVED SUBSTITUTION IS AT THE RISK OF THE OWNER.
B. PROVIDE TRACK OR RAIL SYSTEM, TRANSITION ELBOW, HIGH TEMPERATURE HOSE, HOSE CLAMPS, NOZZLES, TAILPIPE CONNECTORS, FRESH AIR INTAKE, AND OTHER ITEMS REQUIRED FOR A COMPLETE INSTALLATION.
C. PROVIDE WIRELESS CONTROL PANEL ACTIVATION, PRESSURE SENSORS WIRELESS TRANSMITTERS, AND ADDITIONAL COMPONENTS IF REQUIRED FOR AUTOMATIC FAN CONTROL.
D. VEHICLE EXHAUST SYSTEM DESIGN AND DRAWING IS THE SOLE PROPERTY OF THE DESIGNERS, MAGNEGRIP.
E. DETAILS MAY NOT REPRESENT THE SAME KIND OF VEHICLE IN PLAN VIEW.
F. DETAILS ARE MEANT TO ILLUSTRATE "TYPICAL" ELEVATION VIEWS.

- GENERAL CONSTRUCTION NOTES:
- FOR THE PURPOSE OF CLEARNESS AND LEGIBILITY DRAWINGS ARE DIAGRAMMATIC AND DESIGN INTENT ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BY FIELD MEASUREMENT BEFORE BEGINNING ANY FABRICATION OR CONSTRUCTION.
 - ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES IN ACCORDANCE WITH 2018 ICC (IBC, IMC).
 - ALL NEW MATERIAL, METHODS, AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE BUILDING STANDARDS AS APPROVED.
 - CONTRACTOR SHALL INSTALL ALL EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 - CONTRACTOR SHALL COORDINATE EXACT LOCATION OF EXHAUST FANS, DUCTWORK, AND EXHAUST DROPS WITH EXISTING IN-PLACE CITY FIRE DEPARTMENTS EQUIPMENT, LIGHTING, AND ALL EXISTING CONDITIONS.
 - ALL EXHAUST DUCTWORK SHALL BE SPIRAL SEAM GALVANIZED STEEL FABRICATED AND INSTALLED IN ACCORDANCE WITH CHAPTER 8 OF IMC AND SMACNA STANDARD MANUAL.
 - SHEETMETAL DUCT DIMENSIONS SHOWN ARE AIRWAY DIMENSIONS.
 - BALANCE EXHAUST SYSTEM AND EACH EXHAUST DROP MEET AIR QUANTITIES AS REQUIRED.
 - CONTRACTOR SHALL COORDINATE WITH CITY FIRE DEPARTMENT PRIOR TO ANY PENETRATION OR ROOF CUTTING.



THE DRAWING, VEHICLE EXHAUST SYSTEM DESIGN, AND ALL INFORMATION CONTAINED HEREIN, IS THE PROPERTY OF MAGNEGRIP. IT IS TO BE USED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE DESIGNERS.

1,001 PPS 3440

MagneGrip
Vehicle Exhaust Venting Systems
11449 Deerfield Road
Cincinnati, OH 45242
www.MagneGrip.com

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT: STURGIS FIRE STATION
124 N NOTTAWA
STURGIS, MI
SHEET TITLE: DIESEL EXHAUST SYSTEM - FLOOR PLAN

DATE: 03/03/25
SHEET No.: 99

DRN: HJR
CHK: BR
CADD:

MADE IN USA



HASTINGS
air energy control, inc.
creating a cleaner workplace

Prepared For: Andy Strudwick
Prepared by: Dean Havnen
Date: 3/10/2025

Proposal for City of Sturgis Fire Department - Plymovent Vehicle Exhaust Extraction System for (7) Vehicles Connected

Hastings Core Focus:

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions
Down & Backdraft Tables
Vehicle Exhaust Systems
Replacement Filters & Parts

Dust / Wet Collectors
Air Filtration Products
Ventilation Equipment
Industrial Vacuum Systems

Automation & Energy Controls
Remote Monitoring Access
Installation & Service
Industrial Flex Hose

Experience + Service = Results

www.hastingsair.com
262.364.0500

Hastings Air Energy Control Inc. 5555 S. Westridge Drive New Berlin, WI 53151



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hastingsair.com

Proudly Serving our Customers Nationally and throughout North America

Bill To:

Sturgis Fire Dept
124 N Nottawa St

Sturgis, MI 49091-1433

Ship To:

Sturgis Fire Dept
124 N Nottawa St

Sturgis, MI 49091-1433

Date: 3/10/2025

Salesperson: Dean Havnen

Quote: QUO-37092-J6J5Y1

Expires: 6/30/2025

Quote Per Request

The proposal includes the design, manufacture and installation of a vehicle exhaust extraction system which allows seven (7) vehicles with under carriage exhaust to be connected.

Performance & Payment bond is included:

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

Solution

- (1) 90ft Rail-based with two apparatus connections (Engine & Truck bay)
- (3) 25ft Rail-based systems with single apparatus connection (Ambulance bays)
- (1) 20ft Rail-based system with single apparatus connection (Tender bay)
- (1) Fixed hose drop complete (R-Engine)
- All support hardware & bracing
- (1) 7.5hp exhaust fan complete with silencer & back-draft damper.
- (1) Control panel and low voltage control sensors for system activation
- Demo/ removal of the existing system complete
- All mechanical installation and electrical line voltage wiring included.

System warranty is 5 YEARS PARTS and LABOR on all system components and 10 YEAR on all aluminum extrusions.

Job Responsibilities

Mounting of the tailpipe adapters onto the apparatus by owner

Part #	Description	Qty
VE-MRP-20	Mini Rail System 20 Includes: 19' Of Extruded Aluminum Profile 2- Mrp Rail End Caps 1- Hydraulic Shock 1- Rrdc-125, Middle Rail Duct Connector, 5" Diameter 40' Feet Of Mrp Rubber Lip 2-Top Suspension Mount Kits	1.0



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VE-MRP-25	Mini Rail System 25 Includes: 23.25' Of Extruded Aluminum Profile, 1 Mrp Rail Connection End 125Mm/5" Dia Connection (Rear) 50' Feet Of Mrp Rubber Lip	3.0
VE-MRP-90	Mini Rail System 90 Includes: 85.5' Of Extruded Aluminum Profile, 2- Mrp Rail End Caps, 1- Hydraulic Shock, 3- Rrdc-125, Middle Rail Duct Connector, 5" Diameter, 180' Feet Of Mrp Rubber Lip, 9-Top Suspension Mount Kits	1.0
VE-STRA-MG-UH41	STRA UPPER HOSE PACK - MAGNETIC GRABBER. 4" ST HOSEPACK FOR 1 DROP INCLUDES: UPPER HOSE, CRAB, HOSE CLAMPS, METAL SADDLE & BALANCER	6.0
VE-XX-MH410	SBTA. STRA. VSRX MID HOSE PACK 4" ST HOSE X 10' INCLUDES HOSE & CLAMPS	7.0
VE-SBTA-MG-LH34HTBA	SBT LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 3", HIGH TEMP (HT) HOSE 4", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, SBTA	3.0
VE-SBTA-MG-LH54HTBA	SBT LOWER HOSE PACK - MAGNETIC GRABBER (MG) BLACKARMOUR (BA) 5", HIGH TEMP (HT) HOSE 4", SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, SBTA	4.0
FAN-088N	TEV Fan, 7.5 Hp, 3450 Rpm, 208-230/460V, 3Ph, 60Hz, Tefc Motor. Upblast vertical discharge configuration	1.0
ADAP-036	Rectangular To Round (12" Dia Male Fitting) Transition For Tev 5 Series Fans	1.0
DAMP-034	Damper, backdraft 6" BDD/One per drop on STRA	7.0
DAMP-046A	Damper - Backdraft - 12"	1.0
SIL-12A	Silencer - 12" - 12x16x36	1.0
VE-CP-025	Control operation system for 7.5HP-208V-240V 3PH 19AMP	1.0
ADAP-151TG	Topgrade stainless steel tailpipe adapter (TPA), for Magnetic Grabber	7.0
CAB-029	BALANCER LOCKING CABLE	1.0
SEN-002	Engine Pressure Sensor Assembly w/ear clips	7.0
FX-UH-4X4	4" X 4' ST Upper Replacement Hose	1.0
CLAM-N-04	BRIDGE HOSE CLAMP, 4"	2.0
SADL-018	4" 90 deg Elbow Metal Saddle	1.0
VE-LEG-LP1	Sq Alumn Leg Tube, 1.2" Sq. X 16' Long, Extruded Alumn, Field Cut To Req'D Length	6.0
VE-LEG-MKF	Vertical Leg Mount Kit	7.0
VE-WRK-R08	Wireless Receiver w/3 relays, 2400 MHZ with enclosure.	1.0
VE-WRK-T09	Transmitter, Remote, 2.4 GHZ w/spade lugs	7.0
VE-WRK-T10	Transmitter, remote, Dual Ignition, 2400 MHZ wired.	7.0
BALANCER	BALANCER FOR 15-30 LBS / 7-14 KG, CABLE L=9.8' / 3M (OLD # 90100-1011)	1.0
INST-M	Mechanical installation to include: mounting & bracing of the equipment, all exhaust ducting, mounting of the exhaust fan & control panel and all control wiring.	1.0
INST-E	Electrical line voltage wiring of (1) 7.5hp exhaust fan & (1) control panel.	1.0



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PD	Per Diem	1.0
FRT	Freight	1.0
LIFT	Lift Usage Charges	1.0
BOND	Performance & Payment Bond	1.0

Total System Price: \$77,531.00

NOTE: Shipping and Tax are NOT INCLUDED.

I have read the terms page, a single, separate page from the pricing,
and I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Terms:

_____ Prepay - 3% Discount;
_____ Net 30 Days from Shipment
_____ Visa/Mastercard/Discover

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:

**Hastings Air-Energy Control, Inc.
5555 S. Westridge Drive
New Berlin, WI 53151-7900**

TERMS:

Freight for equipment is FOB destination. Hastings will deliver with our truck. Future parts or filter orders will ship prepaid and add.

Normal delivery is 10 to 12 weeks after receipt of confirming purchase order or prepayment check.

Warranty is per manufacturer specifications. Contact representative for more details.

Payment terms are 3% discount for 100% prepayment with the order, or 40% with order net 30 from date of start up. Payment terms discount (3%) does not apply if the payment is made with a credit card. A 1½% per month finance charge will be assessed on all invoice balances outstanding past 30 days.

For credit card payments over 5,000.00 dollars, a 3% service charge will be added. If multiple payments are made to an order, the 3% service charge will not be avoided when the total credit card payments to the order exceed 5,000.00 dollars.

Price does not include sales tax. Please provide municipality's tax exemption certificate.

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FRONT BAYS

15'-0"

44'-0"

93'-0"

MRP-20

MRP-25

MRP-90.20

Ø6

Ø8

Ø10

Ø14

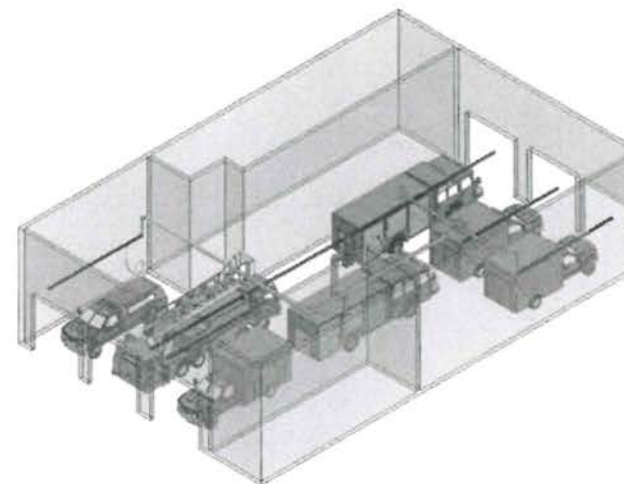
REAR BAYS

15'-0"

15'-0"

16'-0"

—7.5HP TEV
ROOF MOUNTED
12" SILENCER
12" RAINCAP



-SPANCRETE CEILING FRONT
-OPEN BAR JOIST REAR
-3PH POWER

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NOTES:

STURGIS FD

REVISIONS	NO.	DATE	DESCRIPTION
	A	7/8/2024	TURNED TWO VEHICLES ADDED NOTE FOR SHARP TURN
SALES REP. DEAN HAYNEN		DATE 7/8/2024	
DRAWN BY NOAH OGDENBRE		SCALE 1:165	
Job #: HREC 132201A		Sheet #: 1 OF 1	

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10H

**RESOLUTION AUTHORIZING
2025 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)**

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

Minutes of a regular meeting of the City Commission of the City of Sturgis, County of St. Joseph, State of Michigan (the “City”), held on March 26, 2025 at 6:00 p.m., prevailing Eastern Time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the costs of improving, replacing and reconstructing water main, streets, and sidewalks in the City, including St. Joseph Street, N. Clay Street and N. Park Street, together with necessary rights-of-way and related infrastructure improvements and all appurtenances and attachments thereto (the “Project”); and

WHEREAS, to finance the cost of the Project, the City Commission deems it necessary to borrow the principal amount of not to exceed Three Million Two Hundred Thousand Dollars (\$3,200,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), to pay the cost of the Project; and

WHEREAS, a notice of intent to issue bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication; and

WHEREAS, the forty-five day referendum period will soon expire and to date no petition has been filed with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Subject to no proper petition being filed within the forty-five day referendum period, Bonds of the City designated 2025 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the “Bonds”) are hereby authorized to be issued in the aggregate principal sum of not to exceed Three Million Two Hundred Thousand Dollars (\$3,200,000) or such lesser amount as shall be determined by the

Mayor, City Clerk/Treasurer, City Manager or City Controller (each, an “Authorized Officer”) at the time of sale of the Bonds, for the purpose of paying the costs of the Project and paying costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000 each, or integral multiples thereof not exceeding for each maturity the aggregate principal amount of such maturity, and numbered consecutively in order of registration, dated as of the date of delivery, or such other date as determined by an Authorized Officer, at the time of sale of the Bonds. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall bear interest at a rate or rates to be determined at the time of the sale thereof, but in any event not to exceed six percent (6%) per annum, payable on November 1, 2025 (or such date as determined at the time of the sale thereof) and semiannually thereafter. The Bonds shall be sold at public sale at a price not less than 100% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the Bonds, then the Bonds will be subject to mandatory redemption in accordance with the foregoing referenced maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at The Huntington National Bank, Grand Rapids, Michigan who is hereby selected to act as the transfer agent for the Bonds (the “Transfer Agent”), or such other bank or trust company selected by an Authorized Officer prior to the publication of the Notice of Sale for the Bonds as the transfer agent for the bonds.

2. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signature shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the City Treasurer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York (“DTC”), and each Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the form of the Bonds within the parameters of this resolution as may be required to accomplish the foregoing.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner’s duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written

instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in such fiscal year.

The City Treasurer is authorized and directed to open a depositary account with a bank or trust company designated by the City Commission, to be designated 2025 CAPITAL IMPROVEMENT BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The City Treasurer is authorized and directed to open a separate depositary account with a bank or trust company designated by the City Commission, to be designated 2025 CAPITAL IMPROVEMENT BONDS CONSTRUCTION FUND (the "Construction Fund"), and deposit into the Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The

amounts specified by an Authorized Officer at the time of sale of the Bonds from the net proceeds of sale of the Bonds (including proceeds of the good faith deposit received at the time of sale, if any) shall be deposited to the appropriate account in the Construction Fund to be used to pay for the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

[Bond Form]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF ST. JOSEPH

CITY OF STURGIS

2025 CAPITAL IMPROVEMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

Interest <u>Rate</u>	Maturity <u>Date</u>	Date of <u>Original Issue</u>	<u>CUSIP</u>
	May 1, _____	_____, 2025	

Registered Owner:

Principal Amount: _____ Dollars

The City of Sturgis, County of St. Joseph, State of Michigan (the “City”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2025 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$_____, issued for the purpose of paying the costs of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of

Michigan, 2001, as amended, and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 2026 to 2035, inclusive, shall not be subject to optional redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 2036 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 2035, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond redemption provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem the bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Sturgis, by its City Commission, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF STURGIS
County of St. Joseph
State of Michigan

By: _____
Its: Mayor

By: _____
Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

The Huntington National Bank
Grand Rapids, Michigan
Transfer Agent

By: _____
Authorized Signatory

[Insert form of assignment]

[End of Bond Form]

7. Notice of Sale. Each Authorized Officer is individually authorized to fix a date for sale of the Bonds and to cause to be published a notice of sale for the Bonds in ***The Bond Buyer***, New York, New York, which notice of sale shall be in substantially the following form, with such completions and revisions within the parameters established by this resolution as may be deemed necessary or appropriate by an Authorized Officer in consultation with the City's bond counsel and municipal advisor:

OFFICIAL NOTICE OF SALE
\$3,200,000*
CITY OF STURGIS
COUNTY OF ST. JOSEPH, STATE OF MICHIGAN

2025 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)
**Subject to adjustment as set forth in this Notice of Sale*

Bids for the purchase of the above bonds will be received in the manner described in this Notice of Sale on _____, 2025 until __:00 __.m., prevailing Eastern Time, at which time and place the bids will be read. The award or rejection of the bids will occur on that date.

ELECTRONIC BIDS: Bidders may submit bids for the purchase of the above bonds as follows:

Electronic bids may be submitted to the Municipal Advisory Commission of Michigan at munibids@macmi.com; provided that electronic bids must arrive before the time of sale.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. IF ANY PROVISION OF THIS OFFICIAL NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS OFFICIAL NOTICE OF SALE SHALL CONTROL.

Bidders may choose any means to present bids but a bidder may not present a bid by more than one means. Each bidder bears all risks associated with the submission, transmission and delivery of its bid.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on November 1, 2025 and semiannually thereafter.

The bonds will mature on the 1st day of May in each of the years as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$110,000	2036	\$160,000
2027	105,000	2037	170,000
2028	110,000	2038	175,000
2029	115,000	2039	180,000
2030	120,000	2040	190,000
2031	125,000	2041	195,000
2032	135,000	2042	205,000
2033	140,000	2043	215,000
2034	145,000	2044	220,000

2035	\$155,000	2045	\$230,000
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*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES: The City reserves the right to increase or decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to construct the Project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of \$5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 6% per annum, and, for bonds maturing in the year 2036 and thereafter, shall bear interest at a rate or rates not less than 4% per annum, to be fixed by the bids therefor, expressed in any multiples of 1%. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price that is less than 100% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2026 to 2035 inclusive, shall not be subject to optional redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2036 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 2035, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem the bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from May 1, 2026 through the final maturity as term bonds and the consecutive maturities on or after the year 2026 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on May 1 of the years and in the amounts set forth in the above maturity schedule at a

redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY OPTION: Upon the request of the successful bidder, the bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the bonds. In the event of registration with DTC, the purchaser will not receive certificates representing their interest in bonds purchased. The book-entry-only system is described further in the preliminary Official Statement for the Bonds. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds. In the alternative, the successful bidder may request bond certificates to be delivered to the purchaser as one fully registered bond per maturity.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing various capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

AWARD OF BONDS – TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on November 1, 2025 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to the closing date, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

“QUALIFIED TAX-EXEMPT OBLIGATIONS”: The City has designated the bonds as “qualified tax-exempt obligations” for purposes of the deduction of interest expense by financial institutions pursuant to the Internal Revenue Code of 1986, as amended.

ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of the bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix G-1 or Appendix G-2 to the Preliminary Official Statement for the bonds, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and bond counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the “hold-the-offering-price rule” (as described below), and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the “hold-the-offering-price rule.” Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering-price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the City of its intention to apply either the “hold-the-offering-price rule” or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the “hold-the-offering-price rule” apply to determine the issue price of the bonds, then the following two paragraphs shall apply:

- a. The City shall treat the first price at which 10% of a maturity of the bonds (the “10%

Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and

- b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the bonds of that maturity, provided that, the winning bidder’s reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

If the winning bidder does request that the “hold-the-offering-price rule” apply to determine the issue price of the bonds, then the following three paragraphs shall apply:

- a. The winning bidder, in consultation with the City, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the City, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering-price rule or both.
- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
 - a. the close of the fifth (5th) business day after the sale date; or
 - b. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The City acknowledges that, in making the representation set forth above, the winning

bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A)(i) to report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

- b. any agreement among underwriters or selling group agreement relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.
- c. sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale.

Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party;
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the bonds to the public);
- c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- d. “sale date” means the date that the bonds are awarded by the City to the winning bidder.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of

Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit, if any. Payment for the bonds shall be made in Federal Reserve Funds.

CUSIP NUMBERS: Upon the request of the successful bidder, CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: An electronic copy of the preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from MFCI, LLC, financial advisors to the City, at the address and telephone listed under FINANCIAL ADVISOR below. MFCI, LLC will provide the winning bidder with an electronic copy of the final Official Statement within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Within 24 hours of the time of sale, the purchaser may request printed copies of the Official Statement from MFCI, LLC. The purchaser agrees to pay the cost of additional copies.

BOND INSURANCE AT PURCHASER'S OPTION: If the bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the bonds. Any and all increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE

PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ending September 30, 2025, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

FINANCIAL ADVISOR: Further information relating to the bonds may be obtained from MFCI, LLC, 435 Union Street, Milford, MI 48381. Telephone (313) 782-3011. Fax (313) 782-3011. Email wc@mfc.com.

BIDDER CERTIFICATION: NOT “IRAN-LINKED BUSINESS”: By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Kenneth Rhodes
City Clerk/Treasurer

[End of Notice of Sale]

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

9. Tax Covenant; Qualified Tax Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds, and to prevent the Bonds from being or becoming “private activity bonds” as that term is used in Section 141 of the Code. The Bonds are designated as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Official Statement; Qualification for Insurance; Ratings. Each Authorized Officer is individually authorized and directed to: (a) cause the preparation and circulation of a Preliminary Official Statement with respect to the Bonds and to deem the Preliminary Official Statement “final” for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission, and to approve circulation of a final Official Statement with respect to the Bonds; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Bonds if deemed economically

advantageous to the City based on the advice of the City's municipal advisor; and (c) apply for ratings on the Bonds.

11. Continuing Disclosure. The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and each Authorized Officer is hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Authorization of Other Actions. Each Authorized Officer is hereby individually authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, series designation, the place of delivery and payment, and other matters within the parameters described in this resolution. Each Authorized Officer is hereby authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. Award of Sale of Bonds. Each Authorized Officer is hereby individually authorized on behalf of the City, without further authorization or approval of this City Commission, to award the sale of the Bonds pursuant to a sale order to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

14. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is approved as bond counsel for the Bonds, notwithstanding periodic representation in unrelated matters of parties or potential parties to the transaction contemplated by this resolution.

15. Financial Advisor. MFCl, LLC is approved as the financial advisor to the City in connection with the issuance of the Bonds.

16. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners: _____

NAYS: Commissioners: _____

RESOLUTION DECLARED ADOPTED.

Kenneth Rhodes
City Clerk/Treasurer

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Sturgis, County of St. Joseph, State of Michigan, at a regular meeting held on March 26, 2025, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Kenneth Rhodes
City Clerk/Treasurer

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City of Sturgis City Commission Regular Meeting

News

W. Congress Utility & Street Improvements Phase 2 Construction Costs

Revised 3/21/2025

Item	Initial Cost	Current/Final Cost	Comments
Hoffman Bid	\$963,099.64	\$855,597.14	Includes all change orders to date and quantity balancing.
F&V Construction Services	\$110,500.00	\$135,000.00	Additional F&V Const. Eng. for project.
Driesenga Material Testing	\$13,000.00	\$13,043.13	
Railroad Delay Costs	\$0.00	\$27,240.26	
Railroad Transload Fee	\$0.00	\$6,784.00	Original Transload Estimate was \$10,000.
RR Permit - Water Main	\$5,500.00	\$5,500.00	Railroad Permit Fee for Water Main construction
RR Insurance	\$418.00	\$418.00	Additional RR Insurance rider
DPS Catch Basin Install	\$0.00	\$6,720.93	Add Catch Basin in drive at 301 S. Jefferson.
Project Cost Subtotal =	\$1,092,517.64	\$1,050,303.46	Currently, the project is below original project cost.
Contingency Amount	\$48,150.00	\$93,150.00	No contingency was used.