



**AGENDA  
CITY COMMISSION MEETING  
WEDNESDAY, MARCH 24, 2021  
ELECTRONIC**

**Members of the public can attend online at:**

<https://us02web.zoom.us/j/86970673218>

OR by calling in to 1-312-626-6799 and using the Webinar ID: 869 7067 3218

**Members of the public can also view the meeting online at:**

<https://youtu.be/AQgpYAnnoKs>

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

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
  - A. Sturgis Municipal Well Field Superfund Site Update – Michael Hughes
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA (agenda below)
9. UNFINISHED BUSINESS
10. NEW BUSINESS
  - A. Recreation Passport Grant Resolution – Michael Hughes
  - B. Airport Fuel Tank Removal and Replacement – Andrew Kuk
  - C. Stapleton Industrial Park Lift Station Task Order – Andrew Kuk
  - D. S. Nottawa St. All-Season Road – Andrew Kuk
  - E. Budget Amendments – Holly Keyser
  - F. Declaration of Emergency – Michael Hughes
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

## CONSENT AGENDA

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the March 10, 2021 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$1,852,511.62 as presented.

8C. 2021 Cross Walk

APPROVE the 2021 Cross Walk as presented.

8D. DDA Board Resignation Letter

ACCEPT the resignation of Elizabeth Denman from the Downtown Development Authority Board with regret.

# Manager's Report

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MARCH 24, 2021



CITY OF  
**Sturgis**  
MICHIGAN

Submitted by:

A handwritten signature in black ink, appearing to read "Michael L. Hughes". The signature is stylized and written in a cursive-like font.

Michael L. Hughes  
City Manager

## **5. Presentation**

### **A. Sturgis Municipal Well Field Superfund Site Update**

**Staff: Michael Hughes**

Representatives from Newell Brands and the Michigan Department of Environment, Great Lakes, and Energy will present an update on the Sturgis Municipal Well Field Superfund Site.

## 8. Consent Agenda

### Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for March 24, 2021 as presented.

### Staff Recommendation:

APPROVE

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

##### Consent Agenda Motion:

*APPROVE the minutes from the March 10, 2021 regular meeting as presented.*

#### 8B. Pay Bills

##### Consent Agenda Motion:

*AUTHORIZE the payment of the City bills in the amount of \$1,852,511.62 as presented.*

#### 8C. 2021 Cross Walk

Trinity Lutheran Church has submitted a request to hold the 2021 Cross Walk on Friday, April 2<sup>nd</sup> (Good Friday) starting at 12:00 p.m. The Cross Walk involves members of the congregation and friends of the community of faith walking on public streets from the church to the high school and then back again. During the walk, the group sings hymns and a large wooden cross is carried.

The Cross Walk will begin from the back (east) parking lot and will make its way east to either Haral Street or Maplecrest Avenue, north to Ivanhoe Street and then east to the high school parking lot. After the event, the group would be escorted back on Congress Street to Trinity Lutheran Church. We provide two units for police assistance due to the event being held on a public street. The City Commission has approved the Cross Walk under the same terms in past years.

In consideration of COVID-19 restrictions, Trinity Lutheran will be asking all participants to socially distance and will have masks available for those walking.

Consent Agenda Motion:

*APPROVE the 2021 Cross Walk as presented.*

**8D. DDA Board Resignation Letter**

Included in your packet is an email to Downtown Development Authority (DDA) Board President Melvin Camburn from Elizabeth Denman resigning her position with the DDA. City staff is requesting that the Commission accept the resignation with regret. Staff will advertise the open position and City Manager Michael Hughes will fill the position as per the DDA authorizing statute.

Consent Agenda Motion:

*ACCEPT the Resignation of Elizabeth Denman from the Downtown Development Authority Board with regret.*

Included in your packet:

1. Elizabeth Denman Letter of Resignation

## 10. New Business

### A. Recreation Passport Grant Resolution

**Staff: Michael Hughes**

At its regular meeting on February 10, 2021 the Sturgis City Commission authorized City staff to proceed with developing a site location and preliminary design for a splash pad.

While planning for the project was intended to begin last year, it was postponed due to the ongoing COVID-19 pandemic. The project was initiated again in part due to the Michigan Department of Natural Resources (MDNR) recently changing the Recreation Passport Grant (RPG) program guidelines to potentially make a splash pad project more competitive. The deadline for applying is April 1st. To meet this timeline, there was an understanding that an accelerated planning process would need to occur, but that a community planning committee would be used along with soliciting other community input.

Included in your packet is a memo summarizing the planning committee's effort. This memo includes information on selection of a preferred site location, splash pad design information and site development issues.

In order to apply for the RPG, the City Commission must approve a resolution authorizing the application after allowing public comment. An additional grant requirement is that the splash pad project is approved in the City's capital plan. In order to ensure that the capital plan meets requirements of the MDNR, City staff is recommending to adopt a motion approving the 6-year capital plan as part of the fiscal year 2020-21 budget.

#### **Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the six-year Capital Plan included in the fiscal year 2020-21 Budget**

**Proposed Motion:**

**Move that the Sturgis City Commission ADOPT/NOT ADOPT the Recreation Passport Grant Program Resolution of Authorization.**

**Staff Recommendation:**

**APPROVE and ADOPT**

**Included in your packet:**

1. Splash Pad Planning Committee Memo
2. Splash Pad Poll and Survey Results
3. Recreation Passport Grant Program Resolution of Authorization
4. Thurston Woods Park Site Improvement Plan



## 10. New Business

### B. Airport Fuel Tank Removal and Replacement

**Staff: Andrew Kuk**

In January the airport's 100LL underground fuel tank failed to pass a pressure test. While the nature of the failure and lack of additional leak detection faults indicates that the tightness issue is on the top of the tank and thus not expected to be an environmental concern, the tank can no longer accept additional fuel until the situation is resolved. The pump can and does remain in operation with the existing fuel load.

The 100LL tank previously had a similar failure in 2011. This was resolved and the tank passed subsequent tightness tests on a regular basis until this year. According to our records the tank was installed in 1972 and the typical useful life of a tank is 30 years. In discussing with our typical maintenance company, R.W. Mercer, our options for resolving the issue of the tank, consideration was given to attempting repair, but the work would have involved exposing the top of the underground storage tank and attempting to find the reason for the failure. Due to the age of the tank and the uncertainty involved with being able to find the issue, staff pivoted to tank replacement.

Consulting with the City's airport engineer, members of the Airport Advisory Committee, and R.W. Mercer City staff developed a bid specification for a replacement 10,000 above-ground fuel tank. The bid specification included an alternate for replacement of the fueling cabinet. Staff identified replacement of the system with an above-ground tank to allow for easier monitoring of potential issues as well as easier maintenance on the tank. A copy of the bid specification is included in your packet.

Replacement also necessitated removal of the existing underground storage tank. Staff contacted Envirollogic for a quote for administration and removal services. A copy of the quote is included in your packet. The quote is for \$28,455. Staff is requesting a bid waiver for this work.

Bids were accepted for the supply and installation of the above-ground fuel tank on Wednesday, March 17<sup>th</sup>. Two bids were received, one from R.W. Mercer and the other from Sparling Corporation. Below is a bid tab for the project.

<b>Bidder</b>	<b>Base Bid</b>	<b>Alt 1 Fuel Cabinet</b>
RW Mercer	189,100.00	47,400.00
Sparling Corporation	166,000.00	29,800.00

Staff is recommending the low bid of Sparling Corporation with the fueling cabinet alternate for a total awarded price of \$195,800. Due to the nature of the project, staff is requesting a contingency budget of \$22,500. Total project cost with removal by Envirologic, replacement by Sparling, and contingency is \$246,755.

Replacement of fuel tanks at the airport was not budgeted until fiscal year 2025. Staff is forgoing both the Terminal Building Bathroom Rehab project (\$25,500) and the lighting conversion (\$20,000) included in the capital budget for this year. Budgeted tree removal work completed under our forestry unit pricing came in under-budget at \$47,000, resulting in total available capital of \$52,500. Even with these funding sources, this will require a budget amendment of \$200,000 from Capital Reserve.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY a bid waiver for and the quote of Envirologic for Underground Storage Tank removal in the amount of twenty-eight thousand, four hundred and fifty-five dollars (\$28,455.00).**

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the bid with alternate 1 of Sparling Corporation for the Airport Aboveground Fuel Tank and Installation in the amount of one hundred and ninety-five thousand, eight hundred dollars (\$195,800.00) as presented**

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY a contingency budget of twenty-two thousand, five hundred dollars (\$22,500.00) for the airport fuel tank project.**

**Staff Recommendation:**

**APPROVE, APPROVE, and APPROVE**

**Included in your packet:**

1. Bid Specification
2. Tank Removal Proposal

## 10. New Business

### C. Stapleton Industrial Park Lift Station Task Order

**Staff: Andrew Kuk**

The Sturgis Improvement Association recently approved a purchase contract for 65-plus acres at Stapleton Industrial Park as part of a potential development identified as “Project White”. The project, should it move forward, is expected to result in significant new taxable value and job creation.

Stapleton Industrial Park currently has sewer service to the end of the cul-de-sac on Haines Boulevard (see attached map). The sewer at this location is extremely shallow, at or just within the minimum required cover. In order to serve the property to the west of this point a lift station will need to be installed at the property line.

The proposed project has a very aggressive timeline for completion. Lead time to design, permit, and install a lift station necessitate that we move quickly to meet the development timeline for the project. Included in your packet is Task Order No. 97 from Fleis and VandenBrink for design phase engineering services on a lift station. The Task Order is for \$48,500.

The project is not budgeted for the current fiscal year. Design costs for this task order will be paid for from the Wastewater Fund. A budget amendment is not necessary. While extremely preliminary, project costs are expected to be in the range of \$750,000 to \$1,000,000. Staff intends to present for consideration a new Local Development Finance Authority District to capture tax increment in the industrial park to reimburse costs for the project.

While design work for the lift station would be approved in advance of the project being finalized, the lift station is a necessary for any future development of the property and design work could be translated to future projects.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY Task Order No. 97 with Fleis and VandenBrink for design engineering for the Stapleton Industrial Park lift station in the amount of forty-eight thousand, five hundred dollars (\$48,500.00) as presented.**

**Included in your packet:**

1. Project White Parcel and Existing Sewer Map
2. Task Order No. 97

## 10. New Business

### D. S. Nottawa St. All-Season Road

**Staff: Andrew Kuk**

The Sturgis Economic Development Corporation recently approved a purchase contract for property at Dresser Industrial Park. A potential 60-plus acre development identified as “Project Black” is planning to locate at the site. The project, should it move forward, would result in significant new taxable value and job creation.

The proposed project has a very aggressive timeline for completion and involves multiple parcels at the Industrial Park. One element that is necessary for the project is the extension of an all-season road on South Nottawa from its current endpoint near the drive to Burr Oak Tool approximately 900 feet south. Included in your packet is a map identifying this location.

This road is under the jurisdiction of the St. Joseph County Road Commission. In discussions with the Road Commission regarding the project, they informed us that Reith-Riley has a contract to do work on the Toll Road and is setting up an asphalt plant on South Nottawa. In their agreement with the Road Commission for its use, Reith-Riley will improve S. Nottawa with 4-5 inches of asphalt using the Toll Road asphalt mix. This work is scheduled to begin sometime around April 1-6.

The County Road Commission has offered to have Reith-Riley put together a quote to add an additional 2 inches of asphalt to the 900-foot stretch of South Nottawa, improving it to all-season conditions. Road Commission and City staff estimate the cost for this additional asphalt work would not exceed \$25,000. The County Road Commission is asking the City to pay for this additional asphalt work.

This work is not currently budgeted, but staff is recommending that it be paid for via Economic Development in the Electric Fund. A budget amendment is not necessary for this item. We have also reached out to Sturgis Township to see if they would be willing to contribute a portion of the amount, around 14%, based on the fact that they will share in tax revenue increases due to a 425 agreement.

In initial conversations they were open to discussing participation in the project, but no final agreement has been reached. Staff is not recommending approval for the project be contingent upon Sturgis Township participation.

While this work would be completed in advance of the project being finalized, timing of the opportunity is such that a decision now is necessary if we wish to move forward. In a worst-case scenario where the project does not move forward, the additional all-season road will improve the marketability of the industrial park site(s) for future opportunities.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY asphalt work to improve South Nottawa Road as presented in an amount not-to-exceed twenty-five thousand dollars (\$25,000.00).**

**Staff Recommendation:**

**APPROVE**

**Included in your packet:**

1. Project Black Parcel and All-Season Road Map

## **10. New Business**

### **E. Budget Amendments**

**Staff: Holly Keyser**

Included in your packet is a memo from City Controller Holly Keyser regarding budget amendments for Fiscal Year 2020-2021. In accordance with the Uniform Budgeting and Accounting Act, governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures incurred in the 2020-2021 fiscal year, as compared to those originally estimated.

**Proposed Motion:**

**Move that the Sturgis City Commission APPROVE/DENY the Budget Amendments for Fiscal Year 2020-2021 as presented.**

**Staff Recommendation:**

**APPROVE**

**Information Included in Packet:**

1. Memo



## 10. New Business

### F. Declaration of Emergency

**Staff: Michael Hughes**

At the March 10<sup>th</sup> City Commission meeting, the Commission directed staff to continue with virtual City Commission meetings for the near future.

MCL 15.263 and 15.263a (sections within the Open Meetings Act) allow for virtual meetings for any reason through March 31<sup>st</sup> 2021. These sections also allow for communities to meet virtually after March 31<sup>st</sup> if they declare a local state of emergency. To date, a bill has not advanced in the State Legislature to extend the March 31<sup>st</sup> timeframe and the latest information staff has from the Michigan Municipal League is that a bill is unlikely to be approved to do so before the 31<sup>st</sup>.

Included in your packet is a draft resolution declaring a local state of emergency for the purpose of allowing the City Commission and other City Boards and Commissions to meet virtually due to the ongoing COVID-19 pandemic. The resolution provides for the local state of emergency to continue through August 31, 2021.

#### **Proposed Motion:**

**Move that the Sturgis City Commission ADOPT/NOT ADOPT A Resolution Declaring a Local State of Emergency for the Purpose of Permitting the City Commission and Other Public Bodies of the City to Meet by Electronic and Telephonic Means as presented.**

#### **Staff Recommendation:**

**ADOPT**

#### **Included in your packet:**

1. Resolution Declaring a Local State of Emergency

## Noteworthy Meetings / Events

- Styrofoam Recycling | March 6<sup>th</sup>
- MML Live with the League | March 8<sup>th</sup>
- Splash Pad Committee Meeting | March 9<sup>th</sup>
- Helping Communities Access Water Infrastructure Funding Webinar | March 10<sup>th</sup>
- Bourbon, Bacon & Blues Meeting | March 11<sup>th</sup>
- Wine Out of Winter | March 12<sup>th</sup>
- MML Capital Conference | March 16<sup>th</sup>
- Splash Pad Committee Meeting | March 16<sup>th</sup>
- WBET City Update Interview | March 18<sup>th</sup>

## Upcoming Events

- City Hall Closed for Good Friday | April 2<sup>nd</sup>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8A**



**REGULAR MEETING - STURGIS CITY COMMISSION  
WEDNESDAY, MARCH 10, 2021  
ELECTRONIC/VIRTUAL**

Mayor Hile 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. Wickey

Commissioners present: Bir, Klinger, Wickey, Malone, Smith, Littman, Good, Vice-Mayor Mullins, Mayor Hile  
Commissioners absent: None

Also present: City Attorney, City Manager, Assistant City Manager, City Engineer, Community Development Director, Facilities Manager, SYCA Director, City Controller, City Clerk

Moved by Comm. Littman and seconded by Comm. Bir to approve the agenda as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

Moved by Comm. Littman and seconded by Comm. Good to approve the Consent Agenda of March 10, 2021 as presented.

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

APPROVE the minutes from February 10, 2021 regular meeting as presented.

APPROVE the minutes from the February 17, 2021 planning meeting as presented.

**8B. Pay Bills**

AUTHORIZE the payment of the City bills in the amount of \$2,059,504.14 as presented.

**8C. Zoning District Change – 115 S. Maple Avenue Second Reading**

CONSIDER this the second reading of and APPROVE an amendment to the Zoning Code, Article III pertaining to rezoning of 115 S. Maple Avenue from the Business Highway 1 (B-H1) zoning district to Residential 4 (R-4) zoning district effective April 1, 2021.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

**AMENDMENT TO ZONING ORDINANCE  
PERTAINING TO ZONING MAP**

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

WHEREAS, the City Commission, upon recommendation from the Planning Board, has determined that it is in the best interest of the residents of the City to modify the Zoning Ordinance with respect to the zoning map to change the zoning designation of certain property from the Business Highway 1 (B-H1) to the Residential 4 (R-4) zoning district.

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

Article III of the Zoning Ordinance is hereby modified as follows, effective as of April 1, 2021:

Section 1.0302(A), and the zoning map incorporated by reference therein, is hereby modified to provide that the following described property shall be in the Residential 4 (R-4) zoning district:

Land situate in the City of Sturgis, St. Joseph County, Michigan:  
115 S. Maple Avenue  
Parcel No. 75-052-040-474-00

Community Development Director Will Prichard provided information on the change in Zoning for 201 Broadus. Discussion followed.

Moved by Comm. Good and seconded by Comm. Mullins to consider this the second reading of and approve an amendment to the Zoning Code, Article III pertaining to rezoning of 201 Broadus Street from the Business Office Service (B-OS) zoning district to Residential 3 (R-3) zoning district effective April 1, 2021.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

**AMENDMENT TO ZONING ORDINANCE  
PERTAINING TO ZONING MAP**

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

WHEREAS, the City Commission, upon recommendation from the Planning Board, has determined that it is in the best interest of the residents of the City to modify the Zoning Ordinance with respect to the zoning map to change the zoning designation of certain property from the Business Office Services (B-OS) to the Residential 3 (R-3) zoning district.

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

Article III of the Zoning Ordinance is hereby modified as follows, effective as of April 1, 2021:

Section 1.0302(A), and the zoning map incorporated by reference therein, is hereby modified to provide that the following described property shall be in the Residential 3 (R-3) zoning district

Land situate in the City of Sturgis, St. Joseph County, Michigan:  
201 Broadus Street  
Parcel No. 75-052-090-026-00

City Manager Michael Hughes provided information on the Chamber of Commerce's request to use the City's logo in marketing information for Sturgis Fest this year. Discussion followed.

Moved by Comm. Mullins and seconded by Comm. Smith to approve a limited license agreement to the Sturgis Area Chamber of Commerce for use of the City logo in their 2021 Sturgis Fest branding and marketing, subject to legal review and approval.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

City Manager Michael Hughes provided information on the Five Lakes Coffee's request to use the City's logo in marketing information for Sturgis Fest this year. Discussion followed.

Moved by Comm. Mullins and seconded by Comm. Good to approve a limited license agreement to Five Lakes Coffee for use of the City logo in their branding and marketing of the Electric City Blend, subject to legal review and approval.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

City Manager Michael Hughes provided information on the new Drinking Water State Revolving Fund programs and how the City plans to utilize them. Discussion followed.

Moved by Comm. Good and seconded by Comm. Malone to approve a contract proposal with Fishbeck for development of a DWSRF project plan in the amount of thirty-four thousand, two hundred dollars (\$34,200.00) as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

Facilities Manager Dan Root provided information on the HVAC control system at the Police/Fire Department building. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Bir to approve a bid waiver for and the proposal of Havel with Alternate 1 for improvements and upgrades to the mechanical systems and building controls at the Sturgis Police/Fire Department Building in the total amount of seventy-five thousand three hundred and eleven dollars (\$75,311.00) as presented.

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

Moved by Comm. Klinger and seconded by Comm. Bir to approve a budget amendment increasing the General Fund capital outlay line item by twenty thousand dollars (\$20,000.00).

**Voting yea: Nine**

**Voting nay: None**

**MOTION CARRIED**

SYCA Director Sheila Bolda provided information on the current state of the main floor bathrooms and details on their restoration. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Good to approve a bid waiver for and the contract with Frederick Construction for the Sturges-Young main floor restroom project design in the amount of twenty-four thousand, seven hundred and fifty dollars (\$24,750.00) as presented and authorize Michael Hughes to sign all necessary documents.

**Voting yea: Eight**

**Voting nay: Littman**

**MOTION CARRIED**

City Manager Michael Hughes provided new information on the current guidelines for in person Commission meetings. Discussion followed.

**The City Commission had consensus to continue virtual meetings for the time being.**

The meeting was adjourned at 8:05 p.m.

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



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8B**



Date	Check#	Vendor	Vendor Name	Amount
<b>Manual Checks</b>				
03-31-2021	239423M	04675	PATRICK ABSTRACT &	2,057.43
03-18-2021	239424M	04675	PATRICK ABSTRACT &	551,660.35
03-05-2021	PR0551M	00061	CITY OF STURGIS PAYROLL	255,676.97
03-10-2021	T13535M	04088	BLUE CROSS BLUE SHIELD OF MI	14,317.35
03-12-2021	T13536M	00449	CENTURY BANK & TRUST	3,161.00
03-04-2021	T13537M	05892	PAYCOR	1,081.54
03-26-2021	T13538M	00197	CITY OF STURGIS UTILITIES	2,776.74
03-22-2021	T13539M	04389	FRONTIER COMMUNICATIONS A	211.70
03-22-2021	T13540M	04389	FRONTIER COMMUNICATIONS A	225.22
03-12-2021	T13541M	02909	CHARTER COMMUNICATIONS	566.12
03-22-2021	T13542M	03770	MICHIGAN GAS UTILITIES	591.15
03-09-2021	T13543M	00181	GORDON FOOD SERVICE	4,402.85
03-25-2021	T13544M	04389	FRONTIER COMMUNICATIONS A	51.12
03-25-2021	T13545M	04389	FRONTIER COMMUNICATIONS A	51.12
03-25-2021	T13546M	04389	FRONTIER COMMUNICATIONS A	204.34
03-23-2021	T13547M	03770	MICHIGAN GAS UTILITIES	1,269.31
03-23-2021	T13548M	03770	MICHIGAN GAS UTILITIES	124.34
03-23-2021	T13549M	03770	MICHIGAN GAS UTILITIES	266.75
03-31-2021	T13550M	03770	MICHIGAN GAS UTILITIES	19.76
03-08-2021	T13551M	04197	MI PUBLIC POWER AGENCY	211,457.98
03-03-2021	T13552M	04088	BLUE CROSS BLUE SHIELD OF MI	15,945.76
03-15-2021	T13553M	04197	MI PUBLIC POWER AGENCY	247,176.94
03-29-2021	T13554M	04389	FRONTIER COMMUNICATIONS A	44.56
03-31-2021	T13555M	04389	FRONTIER COMMUNICATIONS A	104.92
03-31-2021	T13556M	06121	GB SOLAR TE 2020 HOLDINGS LLC	75,784.33
03-31-2021	T13557M	03770	MICHIGAN GAS UTILITIES	201.34
03-25-2021	T13558M	04197	MI PUBLIC POWER AGENCY	13,225.20
03-05-2021	T13559M	00062	CITY OF STURGIS-EMPLOYEE INS	58,948.93
03-05-2021	T13560M	00063	CITY OF STURGIS TAX TRANSFER	14,399.29
03-05-2021	T13561M	04294	CITY OF STURGIS-BASIC/SBT	177.10
03-05-2021	T13562M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,197.11
03-05-2021	T13563M	00064	INTL CITY MGMT ASSOC RETR CORP	5,805.84
03-05-2021	T13564M	00065	DOYLE MEMBERSHIP TRANSFER	2,174.46
03-05-2021	T13565M	05123	COMERICA BANK-INST TRUST SERV	26,860.86
03-05-2021	T13566M	03229	CITY OF STURGIS-WORKERS COMP	2,443.39
<b>Automatic Checks</b>				
03-24-2021	239425	00110	A & K PRINTING & POOLS	4,798.13
03-24-2021	239426	00066	ACTION QUICK PRINT PLUS	82.50
03-24-2021	239427	05707	ADRIAN ENVIRONMENTAL LLC	1,250.00
03-24-2021	239428	00332	ALEXANDER CHEMICAL CORP	1,084.00
03-24-2021	239429	06119	AMAZON.COM SALES INC	1,777.65
03-24-2021	239430	00624	AQUA BLAST CARWASH SYSTEMS INC	120.00
03-24-2021	239431	00130	BANDHOLTZ PAINT MFG CO	657.15
03-24-2021	239432	06111	BASIC BENEFITS, LLC	76.00
03-24-2021	239433	05640	BECKETT & RAEDER	200.00
03-24-2021	239434	06117	BENITA ANN LEWIS	45.00
03-24-2021	239435	00132	BOFA INC	699.25
03-24-2021	239436	00006	BOLAND TIRE INC	44.00
03-24-2021	239437	05991	BORGESS MEDICAL GROUP	180.00
03-24-2021	239438	00733	CARGILL INC	7,122.00
03-24-2021	239439	00296	CARL BITLER	27.00

Date	Check#	Vendor	Vendor Name	Amount
03-24-2021	239440	05929	FACTUAL DATA	50.00
03-24-2021	239441	00315	CENTURYLINK	144.27
03-24-2021	239442	06096	CLARK FOOD SERVICE EQUIPMENT	212.46
03-24-2021	239443	05951	CONSTANTINE FLOORING CENTER	3,750.00
03-24-2021	239444	06036	CRAIG SIKORSKI	8,791.00
03-24-2021	239445	05925	CREATIVE DINING SERVICES	4,462.73
03-24-2021	239446	00152	CULLIGAN WATER CONDITIONING	45.00
03-24-2021	239447	02005	DELL MARKETING LP	801.45
03-24-2021	239448	05863	DOUBLE J STURGIS VENTURES LLC	275.38
03-24-2021	239449	03095	MARY DRESSER	120.00
03-24-2021	239450	00166	ELHORN ENGINEERING CO	590.00
03-24-2021	239451	06124	ELIOT GITELMAN	150.00
03-24-2021	239452	04955	ENVIRO-CLEAN	6,808.58
03-24-2021	239453	06123	EVE FITNESS LLC	320.00
03-24-2021	239454	06116	FARRA SCHULER	60.00
03-24-2021	239455	00169	FASTENAL COMPANY	319.87
03-24-2021	239456	06112	FIRE DEPARTMENT TRAINING	4,500.00
03-24-2021	239457	00776	FLEIS & VANDENBRINK	58,750.06
03-24-2021	239458	04389	FRONTIER COMMUNICATIONS A	53.38
03-24-2021	239459	02082	GECKO SECURITY LLC	190.00
03-24-2021	239460	00183	W W GRAINGER INC	354.38
03-24-2021	239461	06104	GRANTSMANSHIP CONSULTING LLC	2,925.00
03-24-2021	239462	04243	GRP ENGINEERING INC	285.00
03-24-2021	239463	01155	HACH COMPANY	4,623.44
03-24-2021	239464	00578	HAVEL	11,000.00
03-24-2021	239465	06122	HEARTH & HOME DESIGN CENTER	1,804.30
03-24-2021	239466	04588	HI-TECH ELECTRIC COMPANY	674.45
03-24-2021	239467	06126	HOPKINS FREEDOM CUSTOMIZATION	70.00
03-24-2021	239468	02394	HYDROTEX	314.91
03-24-2021	239469	05522	INTERSTATE BATTERIES-GREAT LKS	396.09
03-24-2021	239470	05171	STUART C IRBY CO	8,308.25
03-24-2021	239471	00296	JACOB M WHITE	42.73
03-24-2021	239472	05634	JOANN ROYETON	25.00
03-24-2021	239473	05842	JOHN DEERE FINANCIAL	1,922.90
03-24-2021	239474	00020	KENDRICK STATIONERS INC	335.26
03-24-2021	239475	01615	KENNEDY INDUSTRIES INC.	1,809.00
03-24-2021	239476	00212	KSS ENTERPRISES	205.76
03-24-2021	239477	00394	LAWSON-FISHER ASSOCIATES PC	24,835.31
03-24-2021	239478	04335	LINCOLN FINANCIAL GROUP	5,283.37
03-24-2021	239479	00220	LITHO PRINTERS INC	93.65
03-24-2021	239480	00296	MELISA CABALLERO	23.47
03-24-2021	239481	00585	MI ASSOC OF CHIEFS OF POLICE	1,800.00
03-24-2021	239482	03774	STATE OF MICHIGAN	30.00
03-24-2021	239483	03774	STATE OF MICHIGAN	60.00
03-24-2021	239484	02825	STATE OF MICHIGAN	870.00
03-24-2021	239485	02825	STATE OF MICHIGAN	750.00
03-24-2021	239486	00024	STATE OF MICHIGAN - MDOT	5,104.17
03-24-2021	239487	05121	MICKEY'S LINEN	67.28
03-24-2021	239488	06026	MID-CITY SUPPLY CO INC	131.14
03-24-2021	239489	04702	MILLER JOHNSON ATTORNEYS	8,487.37
03-24-2021	239490	04014	MILLERS SALES & SERVICE	80.80
03-24-2021	239491	05051	MILSOFT UTILITY SOLUTIONS	513.40
03-24-2021	239492	06069	NAPA AUTO PARTS	1,048.73

Date	Check#	Vendor	Vendor Name	Amount
03-24-2021	239493	01411	NCL OF WISCONSIN INC	114.40
03-24-2021	239494	04898	HOWARD E NYHART COMPANY	3,000.00
03-24-2021	239495	05671	PACE ANALYTICAL SERVICES LLC	700.00
03-24-2021	239496	00296	PAMELA SLONE	90.00
03-24-2021	239497	03935	PARAGON LABORATORIES INC	393.00
03-24-2021	239498	04894	CRAIG PIERCE	50.00
03-24-2021	239499	05042	PLANT GROWTH MANAGEMENT SYSTEM	4,377.60
03-24-2021	239500	00033	POSTNET POSTAL & BUSINESS	52.51
03-24-2021	239501	00031	POWER SYSTEM ENGINEERING INC.	4,367.74
03-24-2021	239502	06109	POWERDMS, INC	3,000.00
03-24-2021	239503	05713	PREMIER SAFETY	4,863.87
03-24-2021	239504	03091	PRIME QUALITY ELECTRIC LLC	1,920.35
03-24-2021	239505	05364	PSYBUS PC	585.00
03-24-2021	239506	04844	R & R FABWERKS LLC	110.00
03-24-2021	239507	02890	R & R FIRE TRUCK REPAIR INC.	228.73
03-24-2021	239508	00279	RATHCO SAFETY SUPPLY	40.00
03-24-2021	239509	05739	RENEWABLE WORLD ENERGIES LLC	7,730.59
03-24-2021	239510	00035	RESCO	2,258.76
03-24-2021	239511	06038	REVOLUTION HEALTH, P.C.	30.00
03-24-2021	239512	00296	RICARDO LOPEZ	54.58
03-24-2021	239513	00511	ROBERT REX BYSTRY	110.00
03-24-2021	239514	06118	SANG PARK	30.00
03-24-2021	239515	04897	SCHWEITZER ENG LABORATORY INC	4,400.00
03-24-2021	239516	00296	SEAIRRA L CUNDIFF	22.11
03-24-2021	239517	00296	SHYANN J GABBARD	85.19
03-24-2021	239518	00208	R SMITH & SONS INC	4,542.06
03-24-2021	239519	06094	SOS SERVICE INC	267.50
03-24-2021	239520	02179	SPRINT	1,420.63
03-24-2021	239521	00488	STATE SYSTEMS RADIO INC	195.00
03-24-2021	239522	05634	STEVEN MUNN	80.00
03-24-2021	239523	03773	STOOPS FREIGHTLINER	160.32
03-24-2021	239524	05826	STURGIS GLASS LLC	628.41
03-24-2021	239525	00290	STURGIS HOSPITAL	58.00
03-24-2021	239526	03483	STURGIS HOSPITAL	33.00
03-24-2021	239527	05855	STURGIS TROPHY HOUSE	7.00
03-24-2021	239528	04140	SWICK BROADCASTING COMPANY	200.00
03-24-2021	239529	05260	SYSTEM CLEAN INC	737.85
03-24-2021	239530	05682	ROBERT TAYLOR	220.00
03-24-2021	239531	06125	THE COPY IMAGE INC	105.00
03-24-2021	239532	01791	TITANIUM SOLUTIONS INC	550.00
03-24-2021	239533	05664	TREECORE LLC	69,502.80
03-24-2021	239534	01247	TRUCK & TRAILER SPEC INC	582.26
03-24-2021	239535	04714	ULINE	994.56
03-24-2021	239536	01238	UNITED PARCEL SERVICE	15.19
03-24-2021	239537	04326	USA BLUEBOOK ACCT #665206	664.84
03-24-2021	239538	04453	VERIZON WIRELESS	1,834.02
03-24-2021	239539	05659	WARNER OIL COMPANY	585.95
03-24-2021	239540	03511	WASTE MANAGEMENT	1,706.07
03-24-2021	239541	00057	WESCO DISTRIBUTION INC	11,448.00
03-24-2021	239542	06107	YEOMAN, TALIA	300.00
03-24-2021	D01659	02983	CINTAS LOCATION #351	1,371.37
03-24-2021	D01660	00019	KENDALL ELECTRIC INC	3,356.69
03-24-2021	D01661	03922	MARANA GROUP	3,791.29

Date	Check#	Vendor	Vendor Name	Amount
03-24-2021	D01662	03944	PRAXAIR DISTRIBUTION INC	44.19
Manual Total				\$1,515,663.17
Automatic Total				\$336,848.45
Grand Total				\$1,852,511.62

**PAYROLL DISBURSEMENT**  
**FOR PAYROLL ENDING 02/28/2021**  
**PR0551M PAYROLL DATE 03/05/2021**

GENERAL	\$129,936.14
MAJOR STREET	9,435.30
LOCAL STREET	10,316.82
CEMETERY	3,627.31
DDA	786.63
AIRPORT	335.87
BUILDING	2,577.83
HOUSING	123.20
STURGES-YOUNG CENTER FOR THE ARTS	5,310.79
RECREATION	1,922.57
DOYLE RECREATION CENTER	5,413.72
ELECTRIC	58,677.49
SEWER	15,074.66
WATER	9,183.65
MOTOR VEHICLE	2,954.99
<b>Payroll Sub-Total</b>	<b>\$255,676.97</b>

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 8D**





March 11th, 2021

Melvin Camburn  
President of the DDA  
113 W Chicago Rd  
Sturgis, MI 49091

Dear Melvin,

It is with regret that I am writing to inform you that I am resigning from my position on the Sturgis Downtown Development Association board, effective immediately.

Thank you for the opportunity to be a part of the board for our Downtown.

Regards,

Elizabeth Denman

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10A**



## MEMO

**To:** Sturgis City Commission  
**From:** Michael L. Hughes, City Manager  
**Date:** March 19, 2021  
**Subject:** Splash Pad Planning Committee Recommendations and Considerations

---

### INTRODUCTION

At its regular meeting on February 10, 2021 the Sturgis City Commission authorized City staff to proceed with developing a site location and preliminary design for a splash pad. While planning for the project was intended to begin last year, it was postponed due to the ongoing COVID-19 pandemic. The project was initiated again in part due to the Michigan Department of Natural Resources (MDNR) recently changing the Recreation Passport Grant (RPG) program guidelines to potentially make the splash pad project more competitive. The deadline for applying is April 1st. To meet this timeline, there was an understanding that an accelerated planning process would need to occur, but that a community planning committee would be used along with soliciting other community input.

The planning committee met four times:

- Kickoff Meeting – February 23, 2021
- Site Location Discussion Meeting – March 2, 2021
- Design Day Meeting – March 9, 2021
- Wrap-Up Meeting – March 16, 2021

The meetings were held virtually and community members, City staff and City Commissioners attended. Polls were conducted during the meetings to assist in prioritizing the goals of the splash pad project as well as identify site location and design preferences. We also offered an email address for providing input at [splashpad@sturgismi.gov](mailto:splashpad@sturgismi.gov). Attached to this memo is the prioritization for goals of the splash pad, results of site location polls and a community survey as well as student survey results for themes and water features.

### SITE LOCATION

Most of the discussion about the potential site location involved Thurston Woods Park, Franks Park and Oaklawn Terrace Park. Franks Park rated the highest in the community survey of preferred site locations with Oaklawn Terrace Park and Thurston Woods Park following. Franks Park is an ideal location for several reasons, notably because of the significant amount of parking spaces, existing restroom facilities and accessible utilities. However, a significant use conflict exists with the soccer and rocket football programs. Particularly when games are played, there is little to no available parking. Those attempting to use the splash pad during these times would most likely be unable to find parking. I view this as an irreconcilable issue currently and a problem that may become worse in the event that these recreation programs grow.

Oaklawn Terrace Park was also discussed, but like nearly all of our existing park facilities, parking, restrooms, readily available utilities, and space availability are site constraints. In fact, nearly all sites present these same issues. In other words, with the exception of Franks Park, regardless of the site the issues above will most likely have to be addressed in order to properly place a splash pad.

Based on the group discussion and other community input Thurston Woods Park is presented as the preferred location for the splash pad. Of the sites considered Thurston Woods Park meets most of the goal priorities expressed by the planning committee.

- **Expandable** – The site would allow for moderate expansion of the splash pad.
- **Safe** – The park location and site positioning are perceived as safe.
- **Universal Design** – Based on the design and site improvement recommendations, appropriate universal design can be achieved.
- **Healthy Family Play** – The existing amenities both located at and adjacent to the park supports healthy family play.
- **Community Building and Engagement** – Proximity to the Doyle Community Center, the Enrichment Center and Thurston Woods Village provide potential opportunities for community building and engagement.
- **Connected to other Public Amenities** – The splash pad would serve as a complimentary use to the walking path, existing park/amenities, and surrounding community facilities. The proximity to the Spence Softball Complex and future biking/walking trails also compliments the splash pad use. The City’s Recreation Department operates the Summer Adventure Club, a summer day camp that averages about 100 kids per day. Use of the splash pad would be a great addition to the program.

Siting a splash pad at Thurston Woods Park presents the following issues:

- lack of readily available water and sanitary sewer
- no existing permanent restroom facilities
- inadequate parking
- site circulation conflicts between vehicles and pedestrians
- lack of accessible connectivity with the Doyle Community Center and the Enrichment Center

We expect that placement of the splash pad will require additional parking. Currently there are 32 spaces, and during peak times such as weekends, the parking spaces are occupied. Overflow parking is available at the Doyle Community Center, however, there is no accessible connectivity between the two locations.

As noted, there are no permanent restroom facilities currently located at the park. Portable toilets are placed seasonally. This creates ongoing sanitation issues and often are not preferred by the public. The practical explanation for not having permanent restroom facilities is the cost of the structure and utility connections.

Thurston Woods Park provides limited areas for location of a splash pad. The ideal location is the open area south of the water tower surrounded by a circular access drive. Placing the splash pad in this area, however,

creates site circulation conflicts between vehicles and pedestrians. In other words, pedestrians will likely be crossing the parking lot and road when traveling back and forth from the splash pad to the main park area.

### **Design & Site Plan**

As mentioned above, a student survey was conducted in partnership with the schools. The survey requested input on various themes and water features for the splash pad. The survey results were used by the planning committee as part of the discussion on design of the splash pad. The planning committee consensus was to have a Michigan shaped splash pad with a nature theme for water features.

Universal Design is the design and composition of an environment so that it can be accessed, understood and used to the greatest extent possible by all people regardless of their age, size, ability or disability. Holly Carmichael, COO of GT Independence, assisted in evaluating the design concept and play features in context of the seven Universal Design Principles (<http://universaldesign.ie/what-is-universal-design/the-7-principles/>). Not only is this smart design, but also is a key scoring component of the RPG. Accessibility and connectivity of the splash pad to the site will also be important.

Based on information from Vortex, the splash pad at 2,500 square feet could hold 166 kids. It has been a challenge to project how much additional parking would be necessary. The Doyle Community Center could provide additional parking during its non-peak season, but accessible sidewalk connectivity would be required. Viridis Design Group developed a preliminary site plan with additional parking, public restrooms and drive improvements (see attached). Total parking spaces provided with the proposed parking lot expansion concept is 79.

### **Preliminary Cost Estimates**

The current estimate of the splash pad is \$280,000. Vortex is providing preliminary splash pad design information and based on our planning committee design discussion and Universal Design goals, will present a splash pad project maximum budget of \$280,000 with the ability to add additional water features in the future.

City Engineer, Barry Cox, evaluated the extension of water and sanitary sewer utilities to service public restrooms and the splash pad; the preliminary estimate is \$168,000. The electric service cost is approximately \$5,000 for a total utility cost of \$173,000.

### **Preliminary Cost Estimate**

Total preliminary project costs are as follows:

Splash Pad	\$280,000
Utilities	\$173,000
Parking lot, drive improvements, sidewalk, restrooms, storm retention, amenities	\$492,039

**TOTAL \$945,039**

Keep in mind that these are preliminary numbers that we developed quickly. More due diligence is required to properly proceed with this project both in terms of site planning and cost estimating.

### **Water and Sewer Fees**

While there are other ongoing operational and maintenance expenses, the majority will be water and sewer fees. The types and quantity of water features, sequencing, and activation programming impacts the amount of water and sewer fees that will be incurred. Vortex provided a formula to calculate annual water and sewer fees. The assumptions are based on the water features provided in the preliminary layout and design by Vortex.

#### **Step 1**

$$150 \times 60 \times 8 = 72,000 \text{ GALLONS/DAY}$$

(150 = Full capacity of the manifold)

(60 = number of minutes per hour)

(8 = number of operation hours per day)

#### **Step 2**

$$72,000 \times 70\% = 50,400 \text{ GALLONS/DAY}$$

(70% = The sequence percentage-not all features come on at same time, but all will come on during each sequence)

#### **Step 3**

$$50,400 \times 70\% = 35,280 \text{ GALLONS/DAY}$$

(70% = activation effect of the bollard activator-only runs when activator is pressed. This would be your daily amount to use for planning usage)

#### **Step 4**

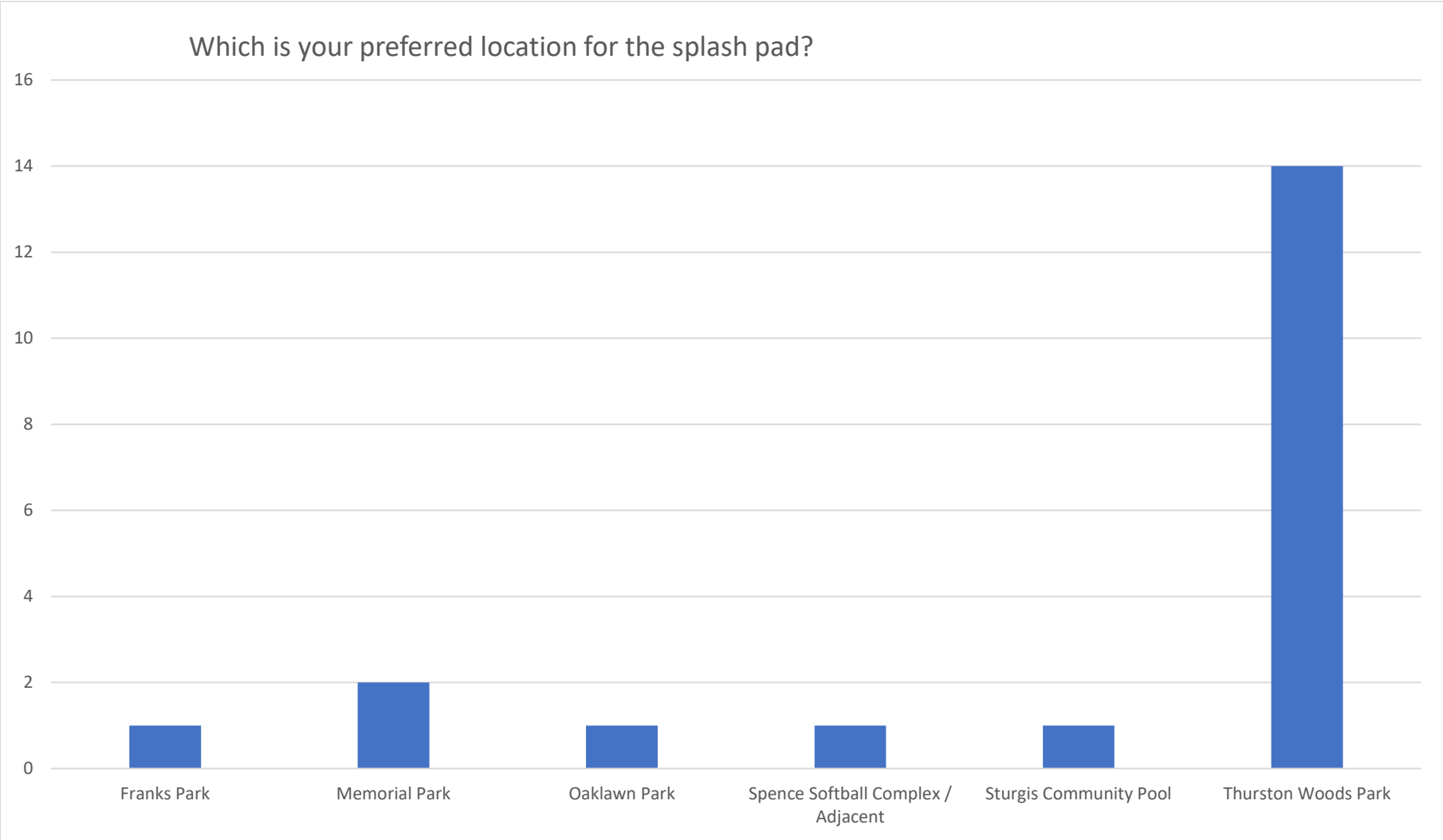
$$35,280 \times 84 = 2,963,520 \text{ GALLONS/SEASON}$$

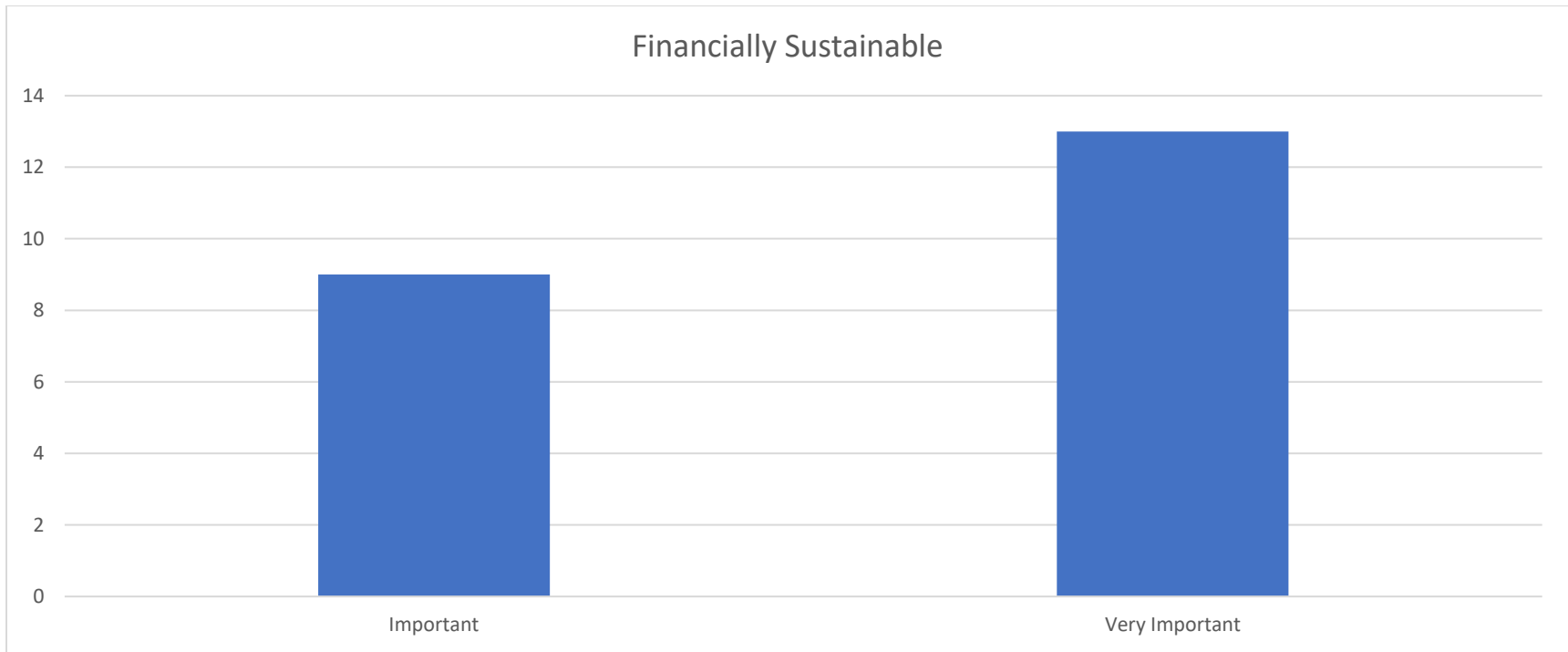
(84 = number of days splashpad will be on, ex : 12 weeks)

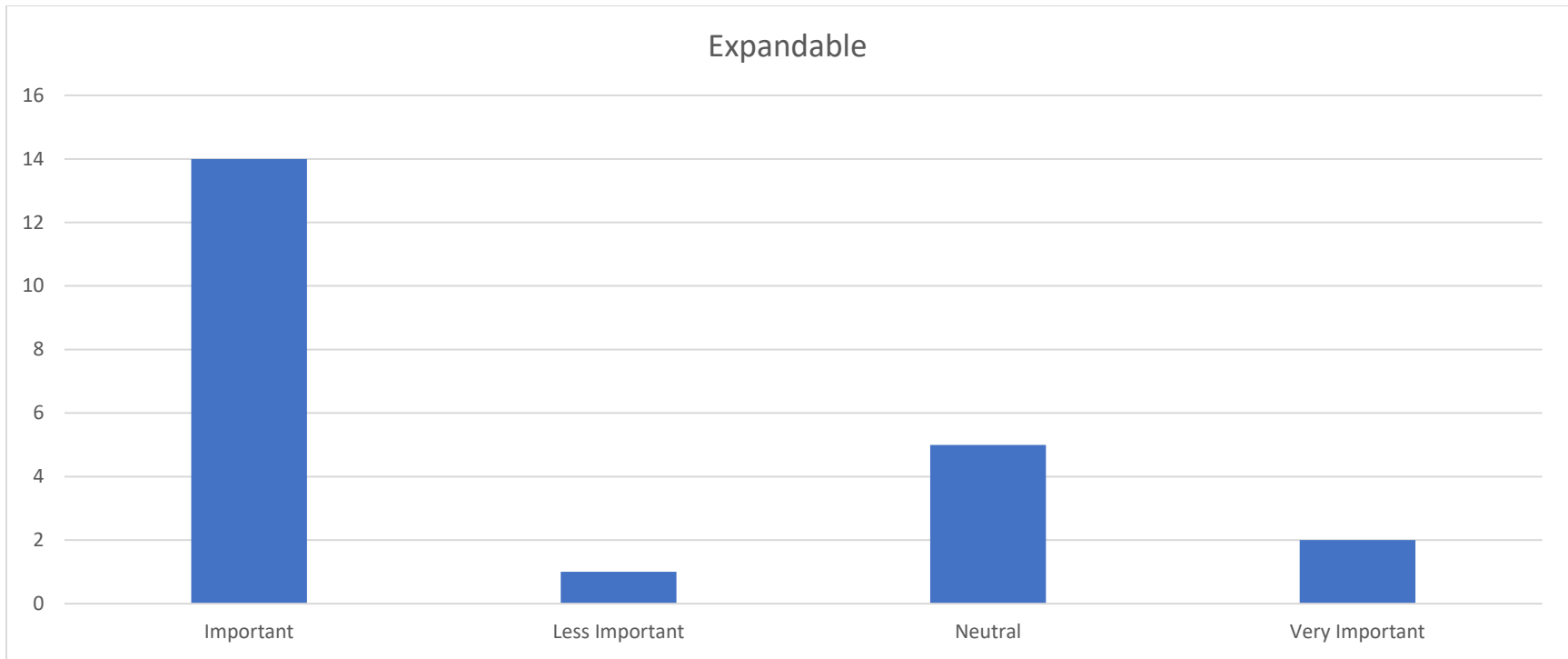
The total annual estimated cost of water and sewer fees based on these assumptions is \$30,000.

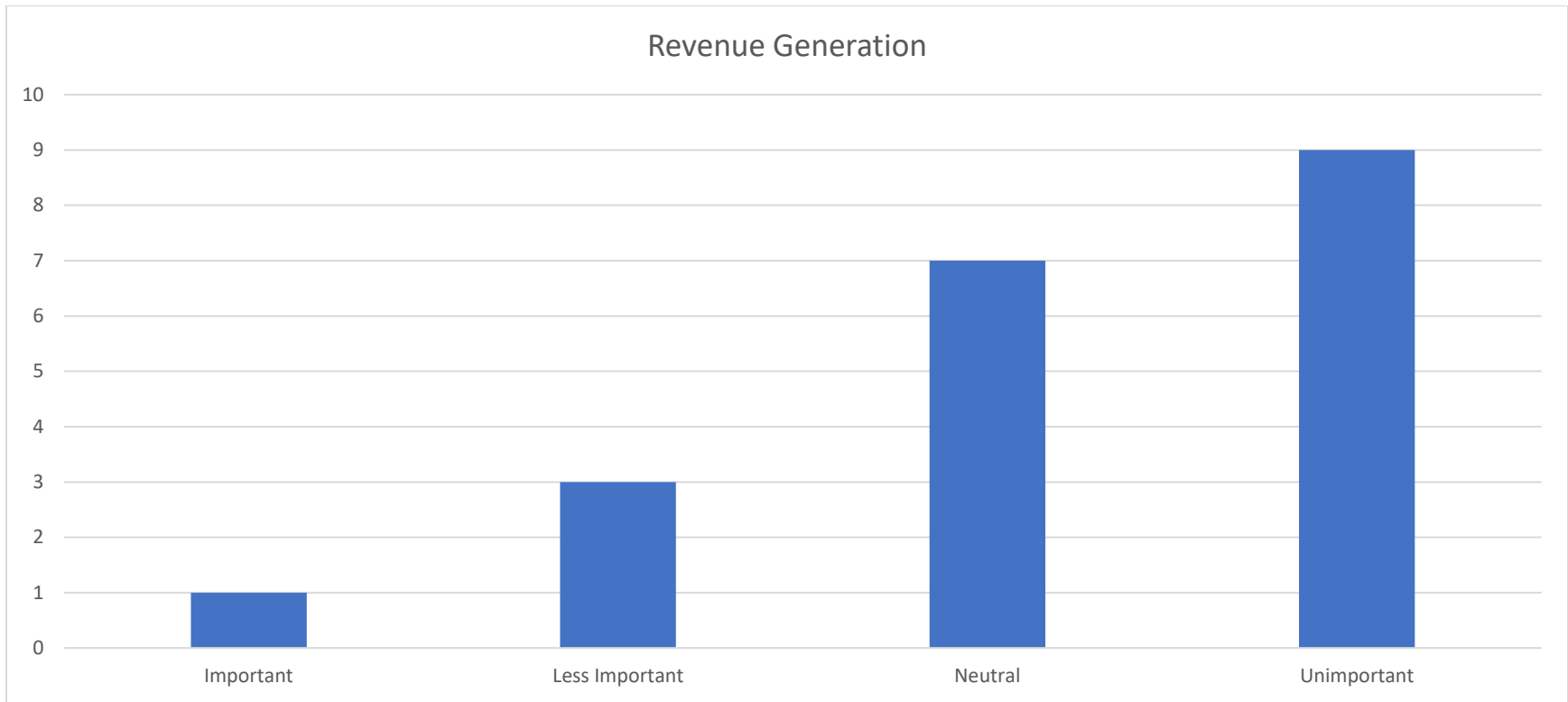


# Poll Results from 2/27/2021 Kickoff Meeting

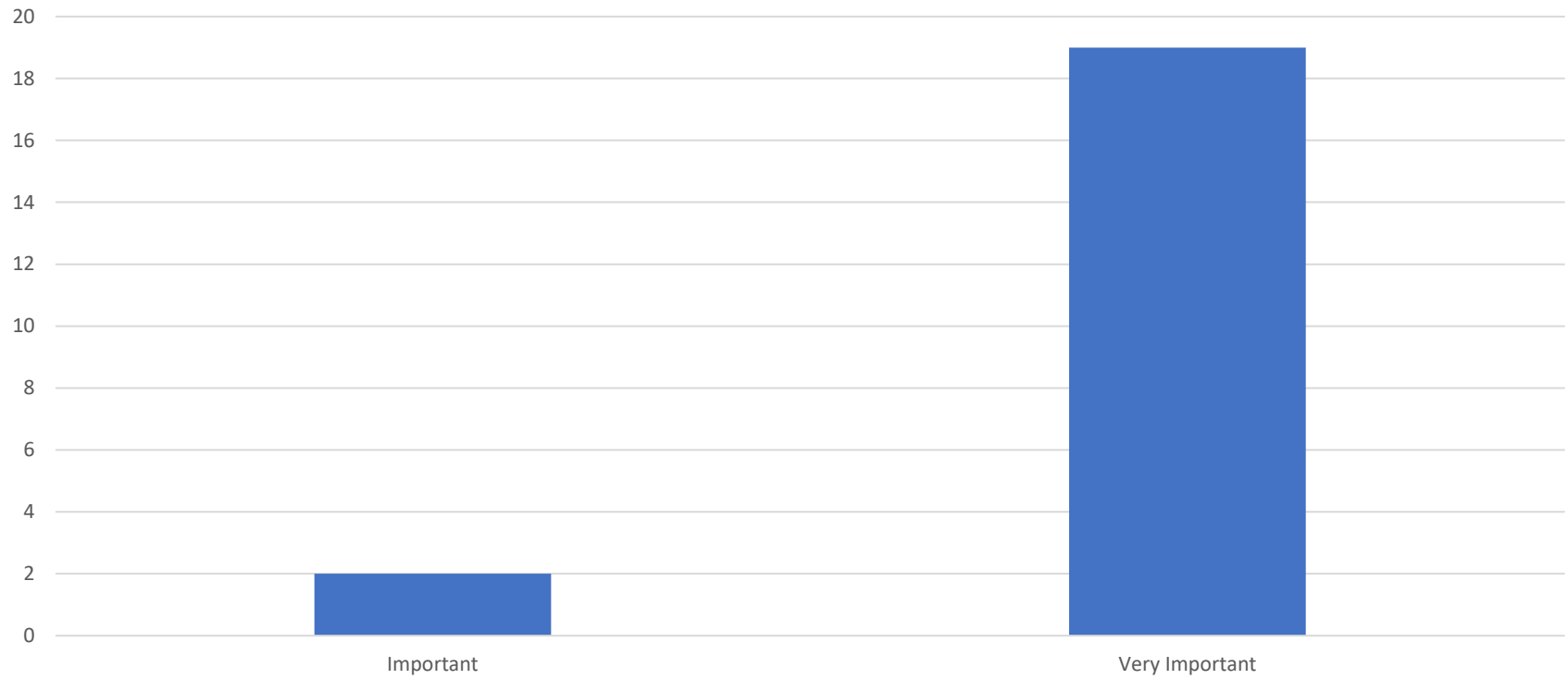


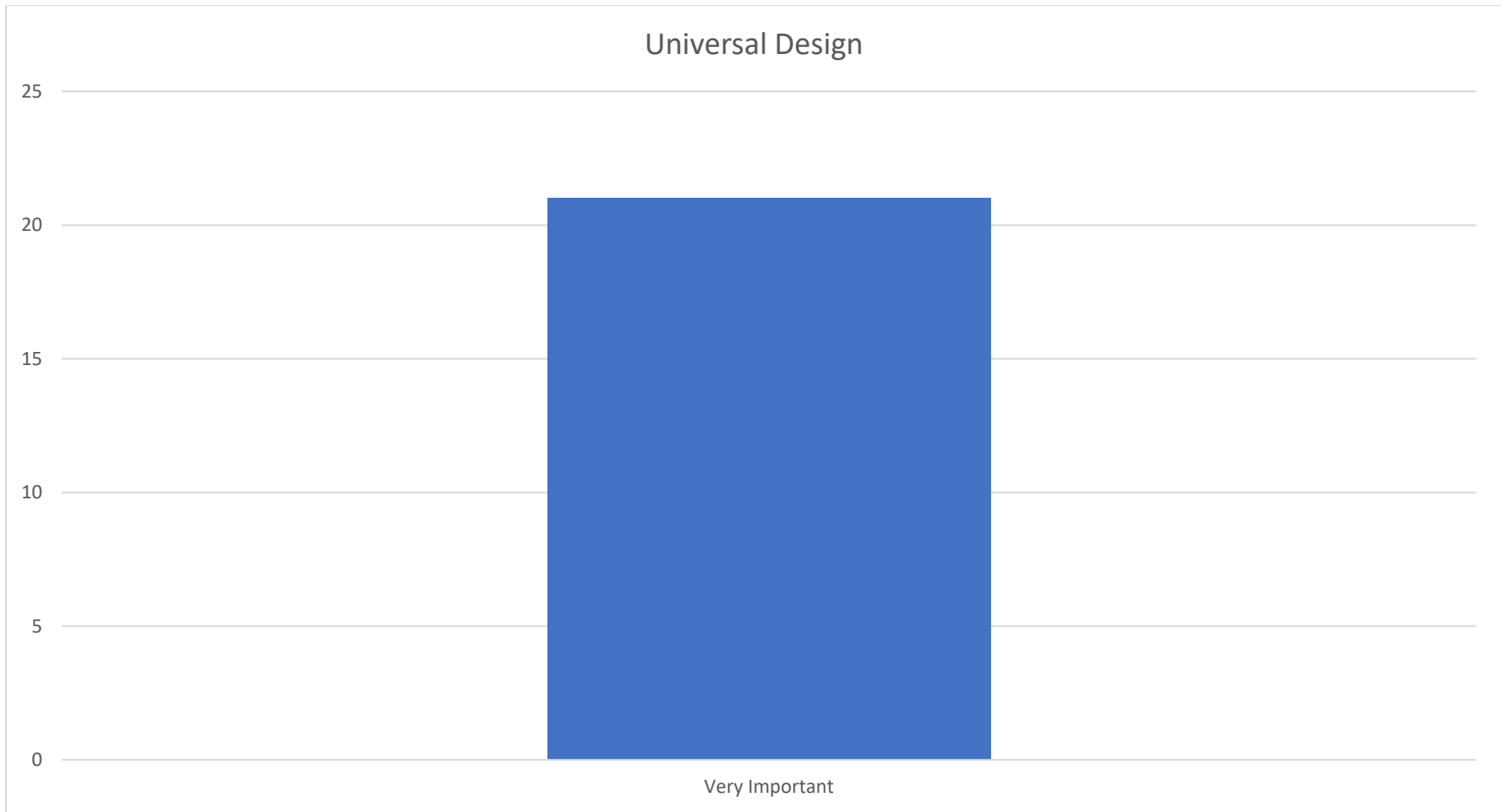




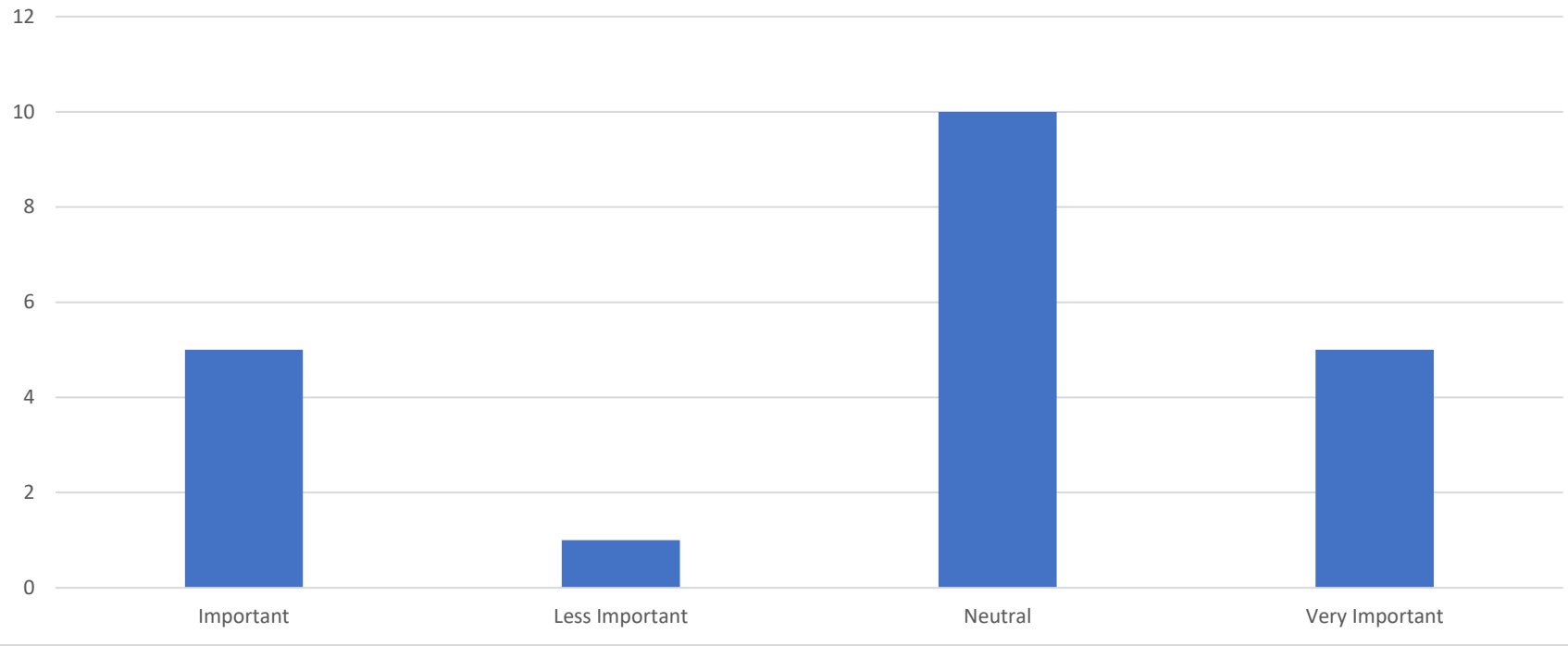


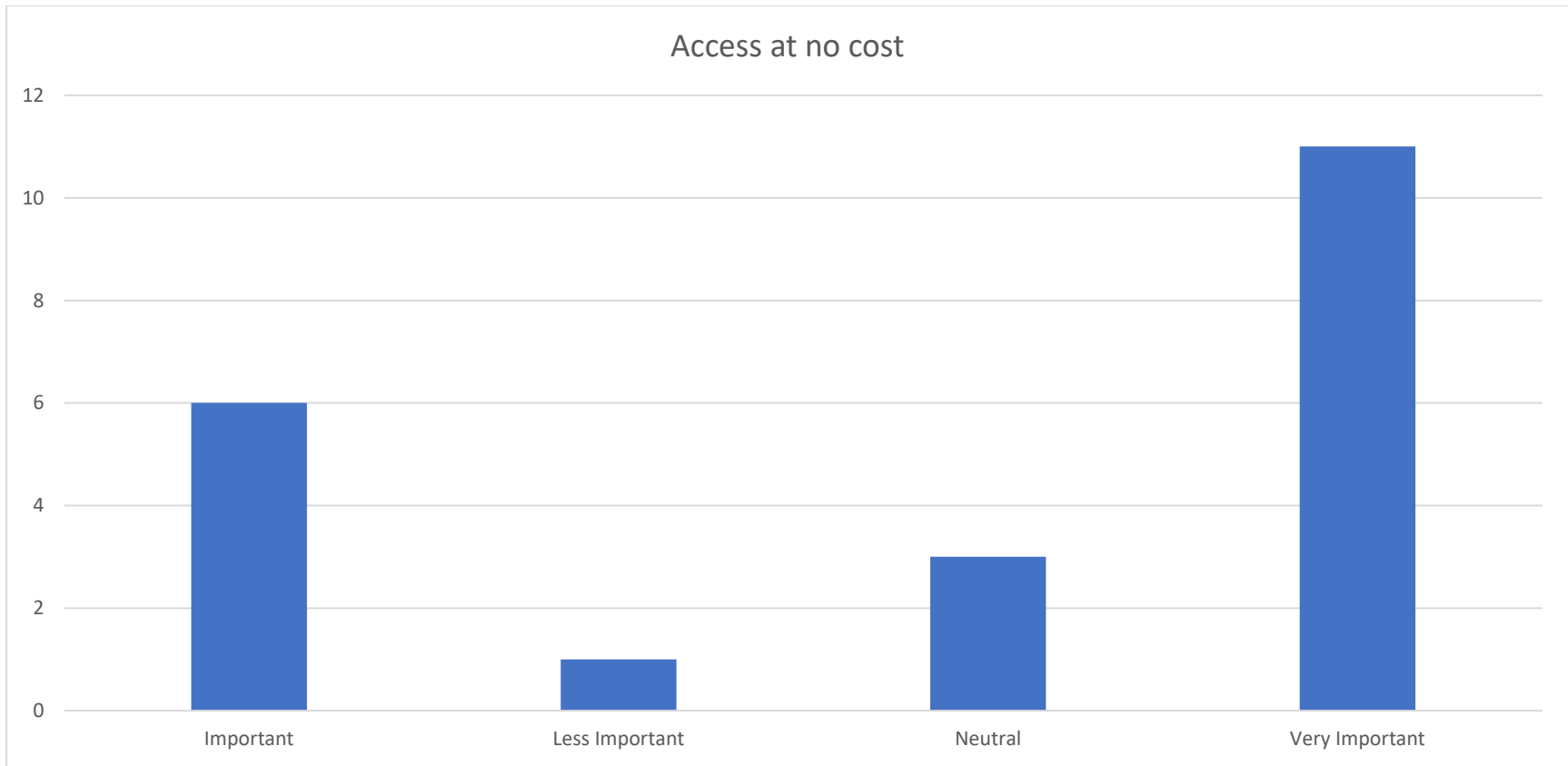
### Goals - Safe





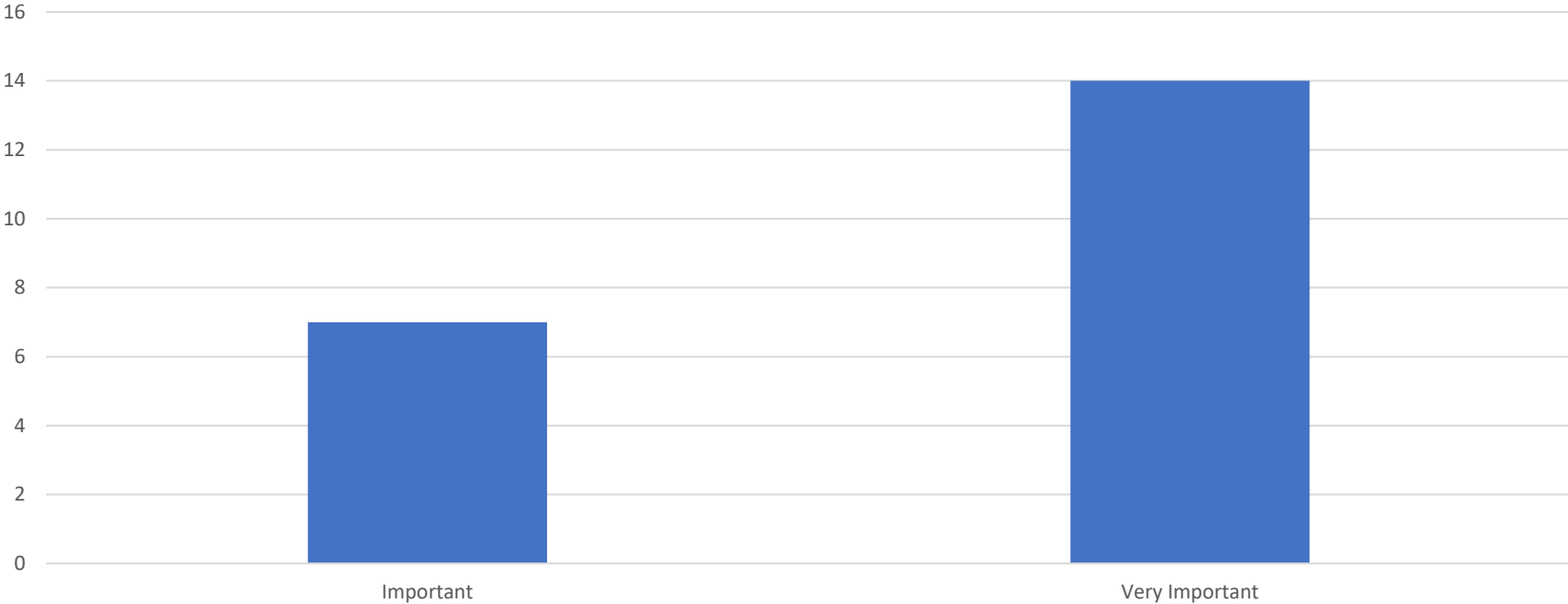
### Appropriate scale for the community



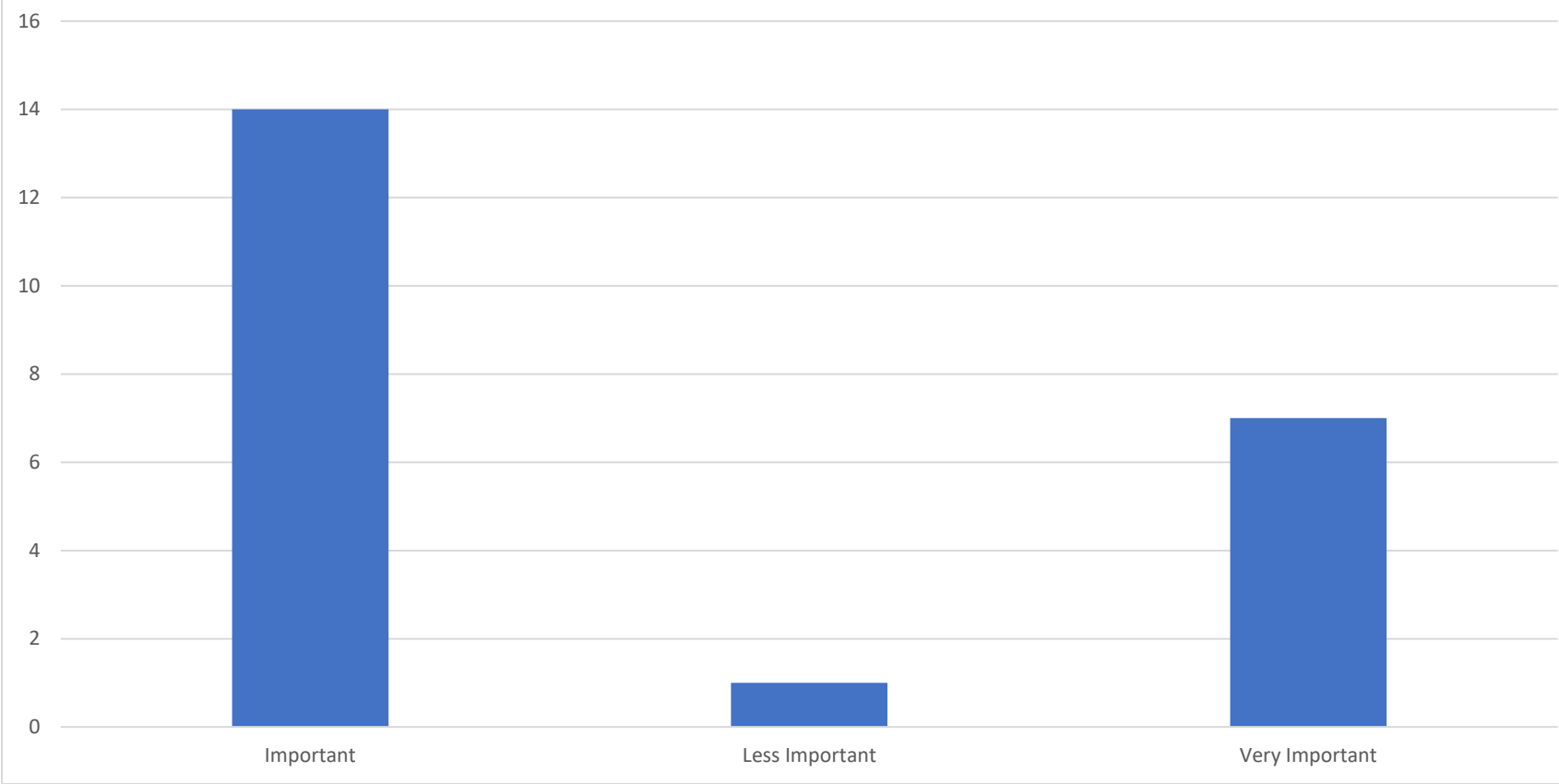




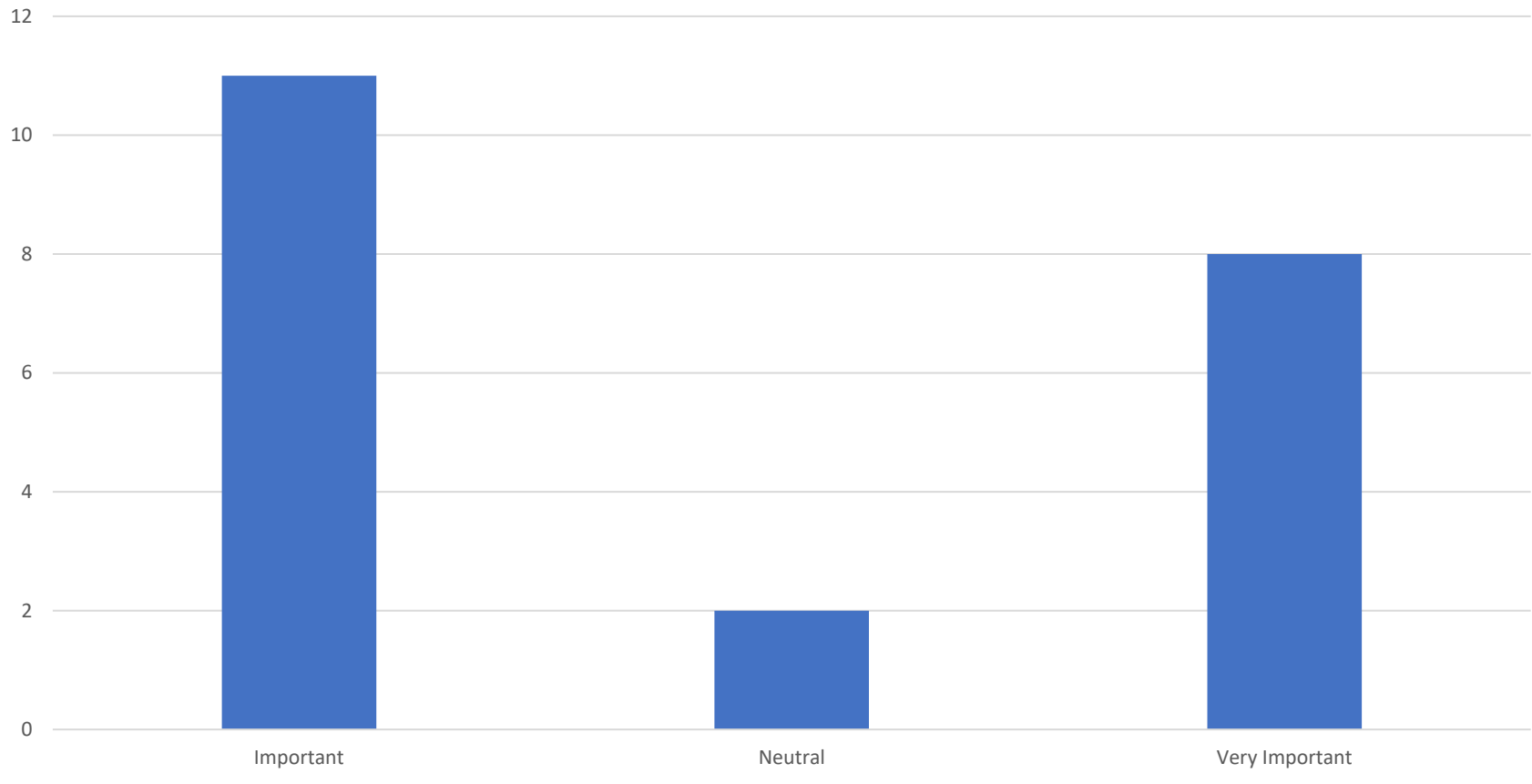
### Healthy Family Play



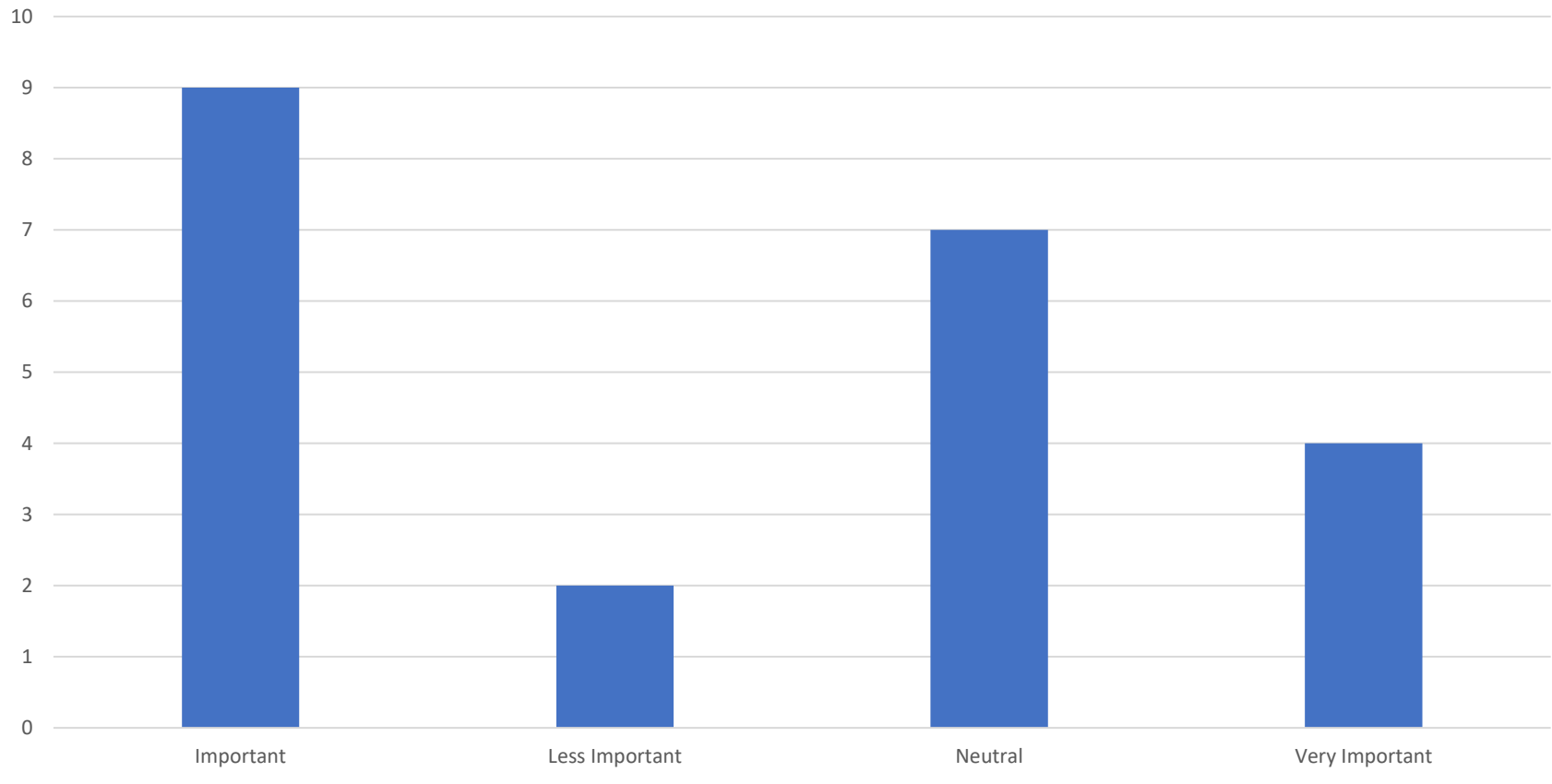
### Environmental sustainability



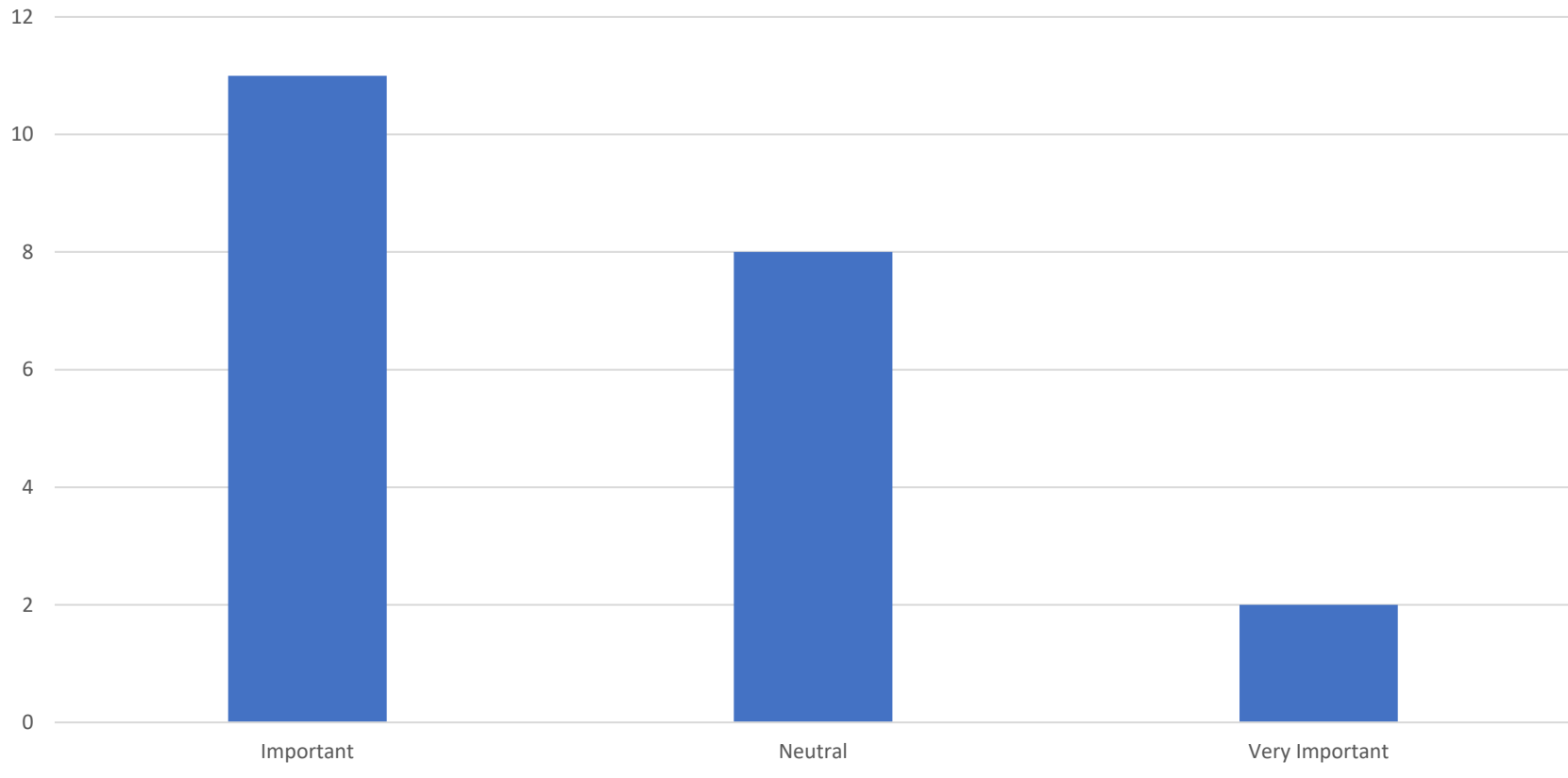
## Community Building and Engagement



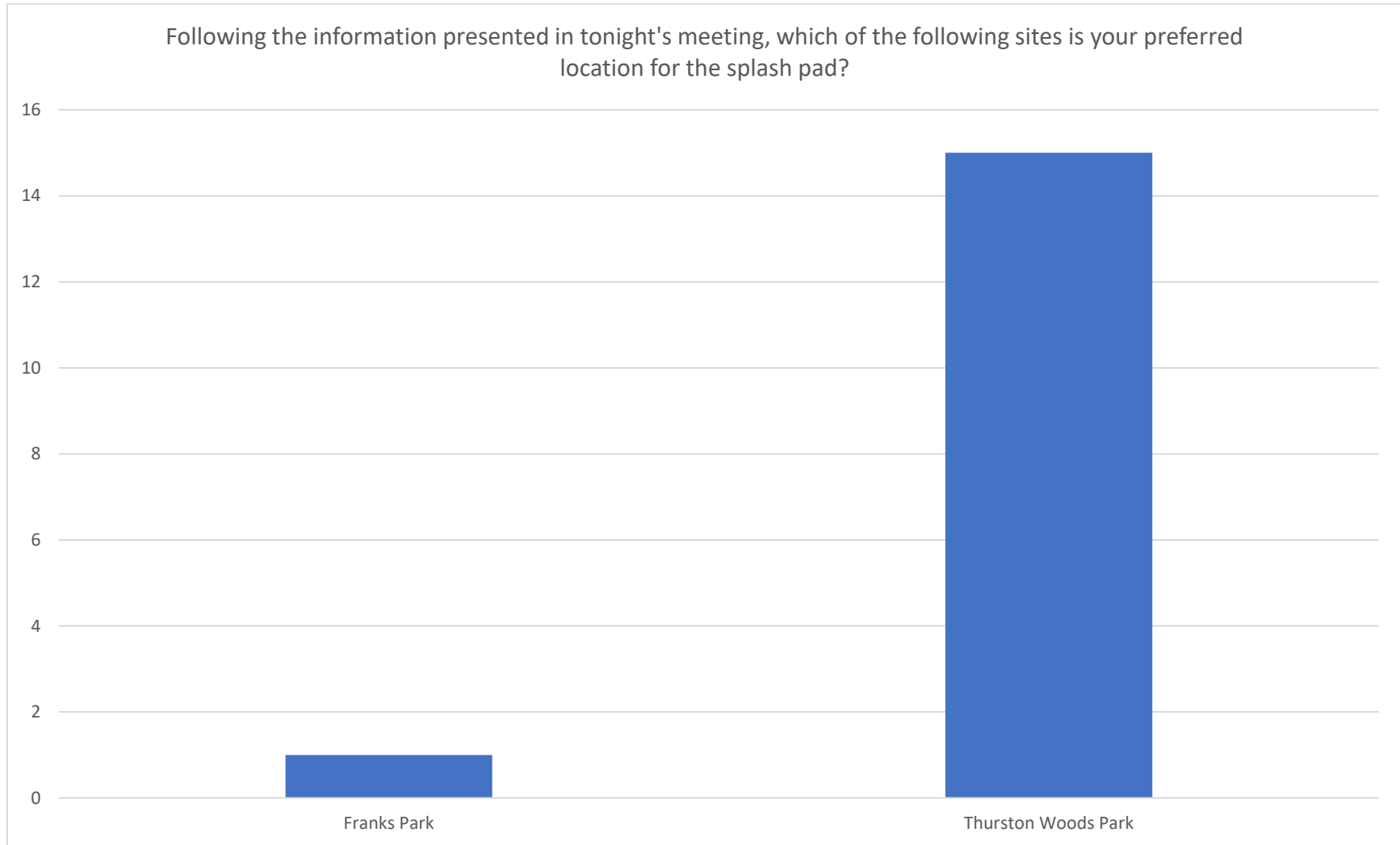
### Unique and Themed



### Connected to other public amenities



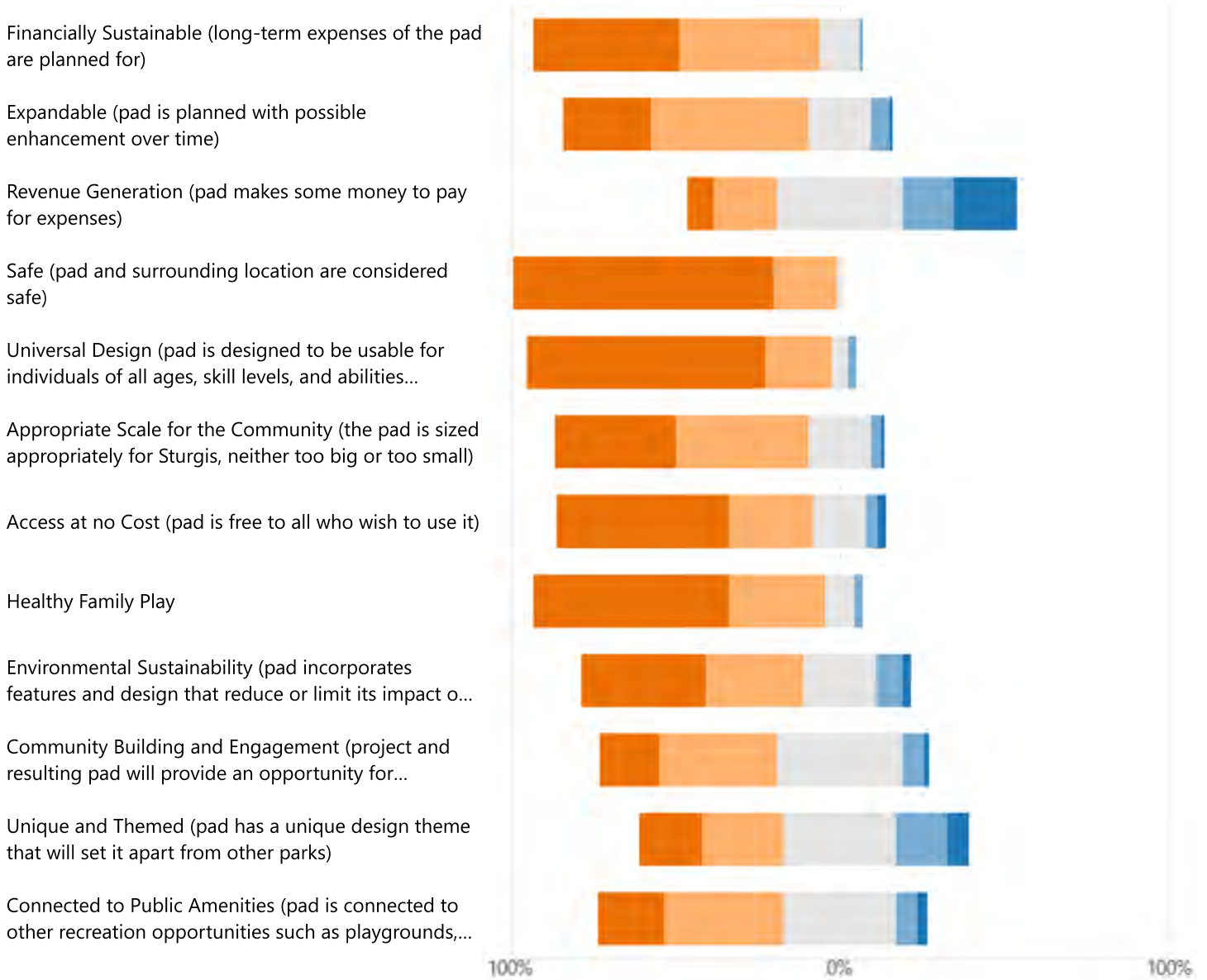
## Poll Results from 3/2/2021 Planning Meeting



# Community Survey Results

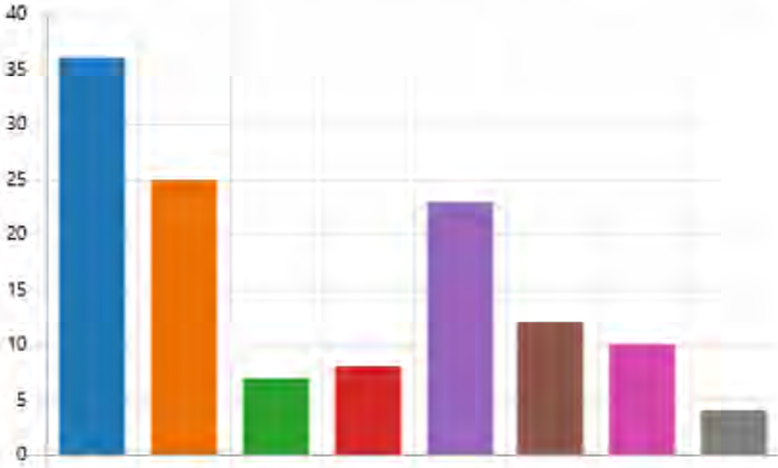
## 1. Goals for the Splash Pad - Please rate the following goals for the splash pad

■ Very Important  
 ■ Important  
 ■ Neutral  
 ■ Less Important  
 ■ Unimportant



2. Preferred Location - The following sites have been suggested based on internal discussion and previous community input. Which of the following is your preferred location for the splash pad?

● Franks Park (1551 S. Lakeview)	36
● Oaklawn Park (S. Nottawa acr...	25
● Memorial Park (US-12 and N. ...	7
● Sturgis Community Pool (1474...	8
● Thurston Woods Park (N. Fran...	23
● Spence Softball Complex / Adj...	12
● Radiant Life Church (907 N. N...	10
● Other	4

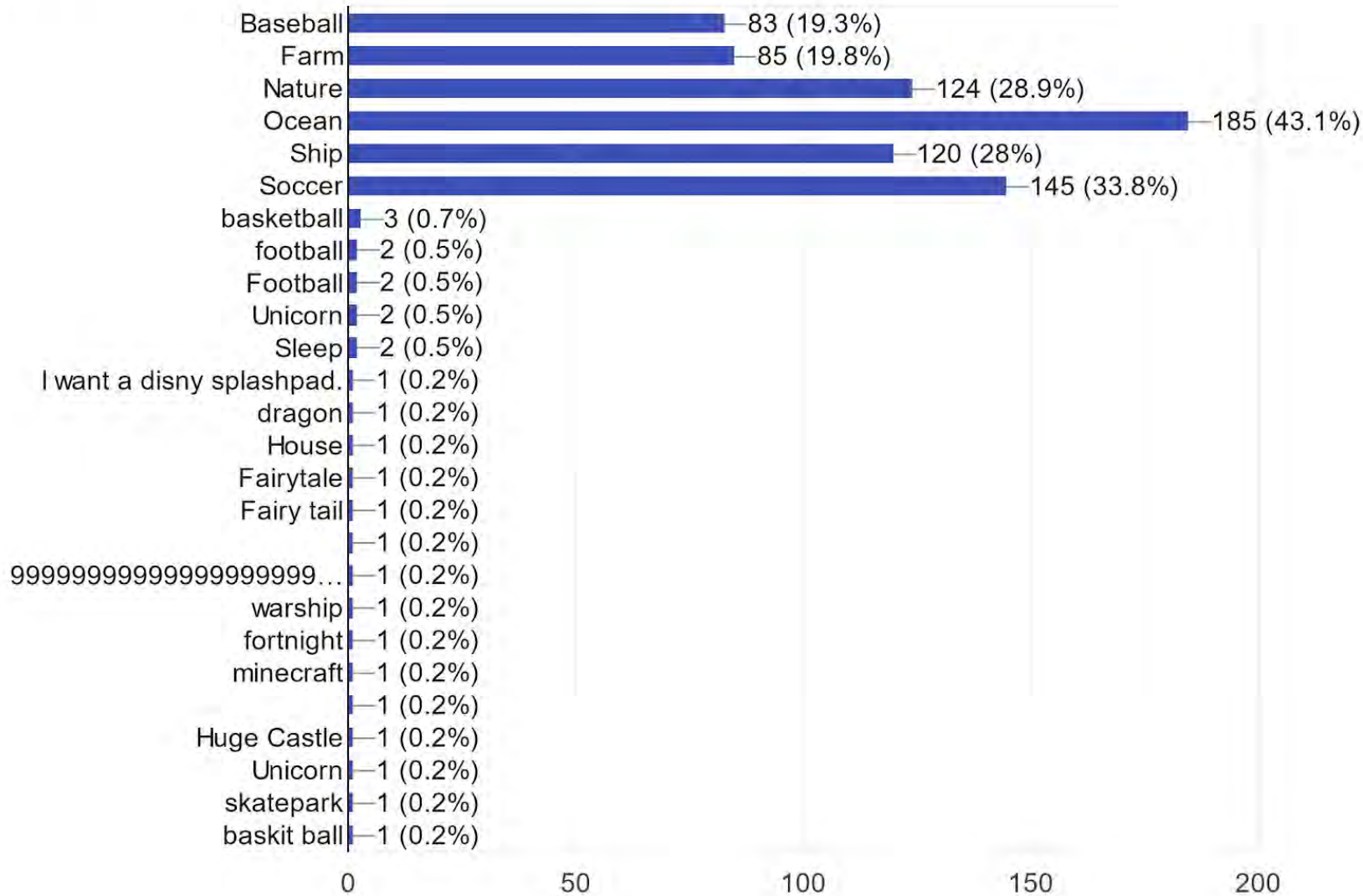




# Local School Children Survey Results

Which of these ideas would you like the splash pad to be based around? If you have another idea, pick "other" and let us know! Choose up to your two favorites.

429 responses





**SPLASHPAD®**  
VIEW 1

**32490\_Q29572**  
Version C

-PAGE 1-

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**SPLASHPAD®**  
VIEW 2

**CITY OF LANSING SPLASHPAD, MI**  
Version A - 32293

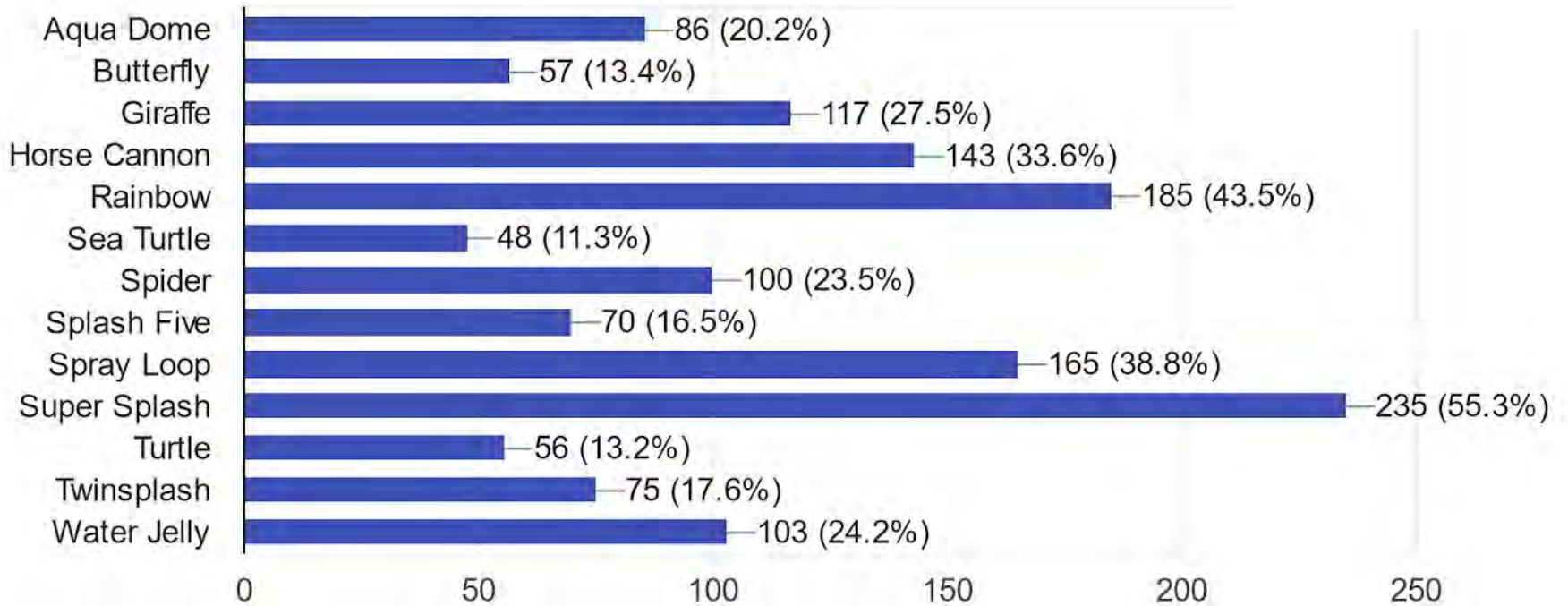


-PAGE 5-

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Which of these play elements would you want to see at the Splash Pad? Choose up to four of your favorites!

425 responses







*\*The product shown in the image may differ from the actual product sold.*

Ideal age group: 6 years and up

## VOR 0130 SUPERSPLASH N°2

### PRODUCT HIGHLIGHTS

- Builds anticipation as the bucket fills and spills over
- Massive water splash that excites everyone
- Encourages communicative and interactive experiences
- Provides a visual experience by casting colorful shadows with the Seeflow™



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1.877.586.7839 (free USA/CANADA)  
+1.514.694.3868 (INTERNATIONAL)





*\*The product shown in the image may differ from the actual product sold.*

Ideal age group: For all ages

## VOR 0548 RAINBOW N°2

### PRODUCT HIGHLIGHTS

- Cross through the misty water effect for an instant soak
- Encourages different types of game playing
- Stimulates the imagination and creativity



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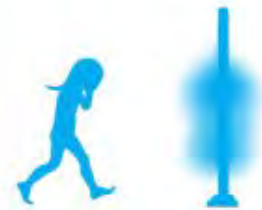
\*The product shown in the image may differ from the actual product sold.

Ideal age group: For all ages

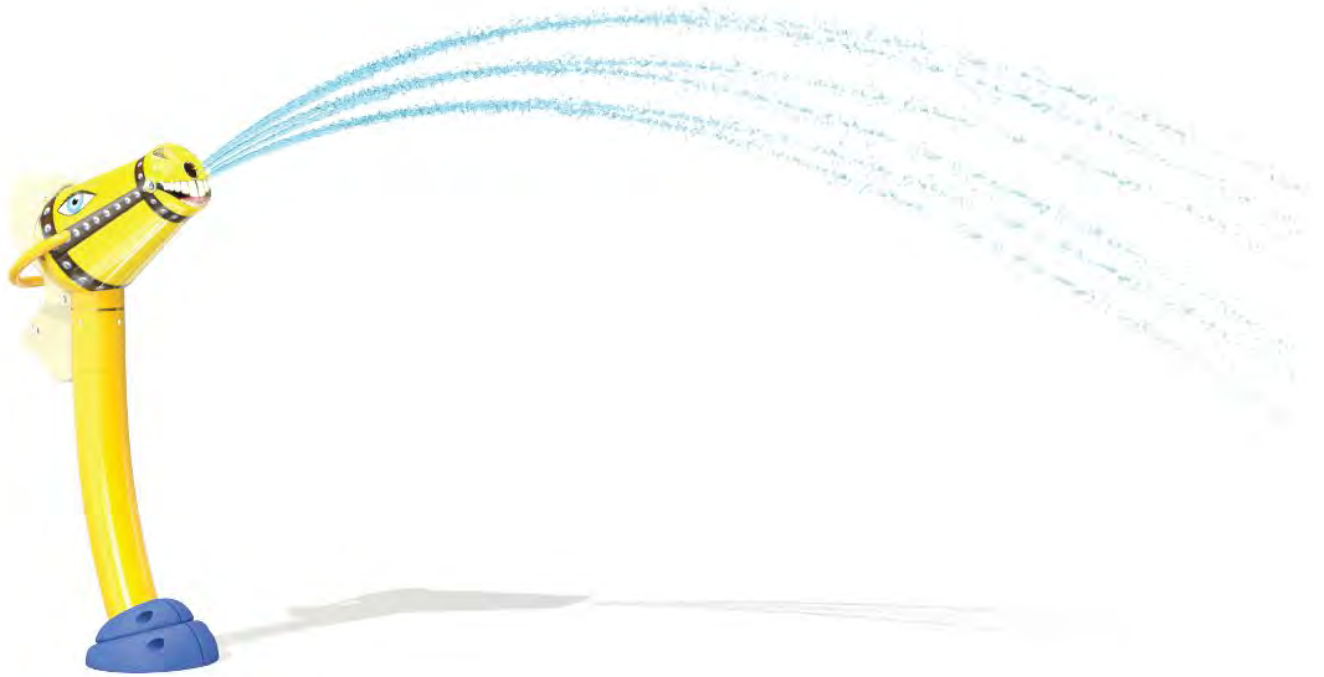
## VOR 0519 SPRAY LOOP

### PRODUCT HIGHLIGHTS

- Cross through the misty water effect for an instant soak
- Encourages different types of game playing



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+1.514.694.3868 (International)



*\*The product shown in the image may differ from the actual product sold.*

Ideal age group: 6 years and up

## VOR 0210 HORSE CANNON

### PRODUCT HIGHLIGHTS

- Intuitive 360° rotation with no pinch point
- Strong theme concept to encourage imaginative play
- Promotes communicative skills and interaction with other kids



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1.877.586.7839 (free USA/CANADA)  
+1.514.694.3868 (INTERNATIONAL)



## Other Ideas

- Warm water NOT COLD OR HOT (several mentioned warm water)
- water guns for water gun wars (if its ok to have that)
- I think we could have a little baby fish spraying water out of his mouth
- a tiny water fall
- maybe a splash pad that has a thing that spins around
- You Could build a castle with a bucket full of water, The water pouring down (several mentioned a castle)
- water star
- Something that shoots higher than the jellies; volcano erupting; slides that shoot water
- big bucket of water and you sit on a chair and put a big plastic on front and a tennis ball and you try to hit a the bullseye and if you hit it the bucket of water will fall on you so you got caught.
- we could have a little water slide (several mentioned a water slide)
- A little kitty pool for littles
- I think that you should add sprinklers shooting water from the ground.
- speakers with music
- I have one maybe sparklers and switch the thing into modes like one with a rain mode stuff like that!
- water window wich is were it looks like the water is coming out of the window
- cow cannon
- Ensure there is ample seating both with options of shade and no shade. Clean, accessible bathrooms. Drinking fountain. And if no food concessions, at least some vending machines. Fencing may be a good option, as well.
- A whale that has water coming out of his blow hole

**RECREATION PASSPORT GRANT PROGRAM  
RESOLUTION OF AUTHORIZATION – CITY OF STURGIS**

WHEREAS, the Sturgis City Commission supports the submission of an application titled, “Sturgis Splash Pad” to the Recreation Passport Grant Program for development of a splash pad at Thurston Woods Park; and,

WHEREAS, the proposed application is included in the City’s Approved Capital Improvement Plan; and,

WHEREAS, the City of Sturgis is hereby making a financial commitment to the project in the amount of \$130,000 matching funds, in cash and/or force account; and,

NOW THEREFORE, BE IT RESOLVED that hereby authorizes submission of a Recreation Passport Grant Program Application for \$150,000, and further resolves to make available its financial obligation amount of \$130,000 (46%) of a total \$280,000 project cost, during the 2022-2023 fiscal year.

AYES:

NAYES:

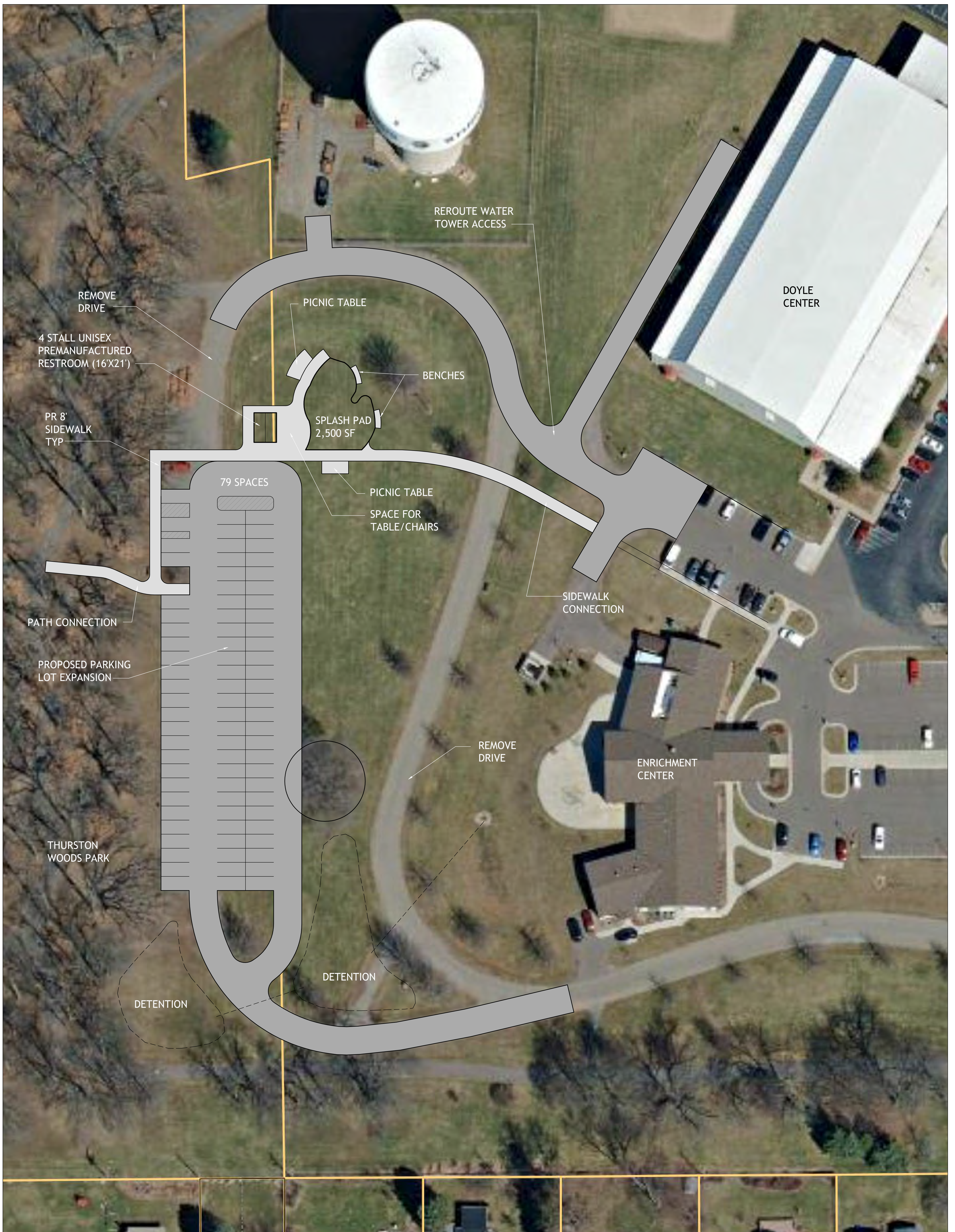
ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the attached is a true and complete copy of a resolution of the City Commission of the City of Sturgis, County of St. Joseph, State of Michigan, held on **March 24, 2021**, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan 1976.

\_\_\_\_\_ Dated: \_\_\_\_\_



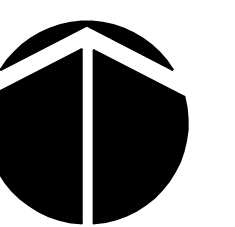
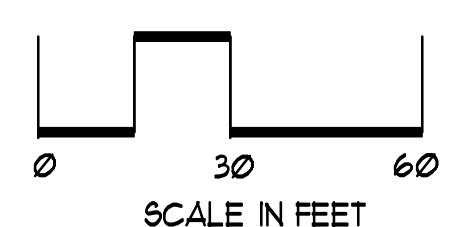


# SPLASH PAD MASTER PLAN

CITY OF STURGIS

3/19/21

OPTION A  
REVISED



**VIRIDIS**  
Design Group

313 North Burdick Street, Kalamazoo, Michigan 49007  
(269) 978-5143 (voice) - (866) 683-5060 (fax)  
viridis@viridg.com



**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10B**



INVITATION TO BID and BID  
for  
**Airport Aboveground Fuel Tank and Installation**

Bid of \_\_\_\_\_ (Bidder), organized and existing under the laws of or a resident of the State of \_\_\_\_\_, doing business as \_\_\_\_\_,\* to the City of Sturgis (City).

\*Insert as applicable: "a corporation," "a partnership" or "an individual."

1. City will receive sealed Bids for Airport Aboveground Fuel Tank and Installation at the City of Sturgis, City Manager's Office, 130 N. Nottawa Street, Sturgis, Michigan 49091 until **Wednesday, March 17, 2021, 4:00 p.m.**, local time. No Bids will be received after this date and time. Bids must be submitted on this form and shall be enclosed in an opaque, sealed envelope, marked with "Bid Enclosed", the project title and the name and address of the Bidder. Do not submit an envelope so marked unless a valid Bid is enclosed.
2. Bids may not be withdrawn for a period of 30 days after the actual date of opening thereof. This time period may be extended by mutual agreement of the City and any Bidder or Bidders. It is anticipated that a recommendation for award will be submitted to the Sturgis City Commission for consideration at its meeting on Wednesday, March 24, 2021.
3. The City reserves the right to waive any irregularities and to reject any and all Bids.
4. The undersigned Bidder proposes and agrees, if this Bid is accepted, to accept a Purchase Order and to furnish and complete the Aboveground Fuel Tank and Installation as negotiated following award. Please indicate the earliest availability to complete the project as part of your bid.
5. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work. A site visit may be arranged by contacting Andrew Kuk, Assistant City Manager at 269-659-7234. Any questions regarding this bid may be directed to Andrew Kuk, Assistant City Manager at 269-659-7234 or akuk@sturgismi.gov.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
7. Specifications: See attached Exhibit A, Specifications for Airport Aboveground Fuel Tank and Installation.
8. GENERAL REQUIREMENTS

1. Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage and shall make City of Sturgis a certificate holder of any such insurance. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

**Workers Compensation Insurance:**

- |   |               |
|---|---------------|
| A. State:                                     | Statutory     |
| B. Applicable Federal (e.g., Longshoreman's): | Statutory     |
| C. Employer's Liability:                      | \$ 500,000.00 |

Errors and Omission Insurance with a minimum of \$1M per claim/\$2M aggregate

**General Liability Insurance:**

- |  |                 |
|--|-----------------|
| D. General Aggregate   | \$ 1,000,000.00 |
| E. Products-Completed Operations Aggregate   | \$ 1,000,000.00 |
| F. Personal and Advertising Injury   | \$ 1,000,000.00 |
| G. Each Occurrence (Bodily Injury and Property Damage)   | \$ 1,000,000.00 |
| H. Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages where applicable. |                 |
| I. Excess or Umbrella Liability:   |                 |
| a. General Aggregate   | \$ 2,000,000.00 |
| b. Each Occurrence   | \$ 2,000,000.00 |
| J. Contractual Liability:  |                 |
| a. Bodily Injury:  |                 |
| i. Each Person   | \$ 1,000,000.00 |
| ii. Each Accident  | \$ 1,000,000.00 |
| b. Property Damage:  |                 |
| i. Each Accident   | \$ 1,000,000.00 |
| ii. Annual Aggregate   | \$ 1,000,000.00 |
| K. Contractor's Pollution Liability  | \$ 1,000,000.00 |

**Automobile Liability (including hired and non-owned vehicles):**

- |   |                 |
|---|-----------------|
| L. Bodily Injury:                           |                 |
| a. Each Person                              | \$ 1,000,000.00 |
| b. Each Accident                            | \$ 1,000,000.00 |
| M. Property Damage:                         |                 |
| a. Each Accident                            | \$ 1,000,000.00 |
| N. MCS 90 Endorsement on Vehicle Insurance: | Statutory       |

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor's parent corporation.

If Bidders have questions, they may contact *[name(s)]* at phone number.

2. Performance and Payment Bond.

Michigan Act 213, P.A. 1963 requires Performance and Payment Bonds for all construction projects of more than \$50,000. Please provide a bond in sufficient amount to cover this project.

11. Bidder will complete the Work for the following price[s]:

Base Bid \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words) (figures)

Alternate 1 \_\_\_\_\_ (\$ \_\_\_\_\_ )

**Total = (\$ \_\_\_\_\_ )**

SUBMITTED on \_\_\_\_\_, 20\_\_ By: \_\_\_\_\_  
Date\* Name of Bidder\*

\_\_\_\_\_  
Street\* Signature

\_\_\_\_\_  
City, State, and Zip\* Name and Title of Signatory\*

\_\_\_\_\_  
Telephone Number\*

\*Typed or printed in ink.

*Insert the following at the bottom of each page on which the Bidder enters information except the first page and this signature page:*

\_\_\_\_\_  
Bidder (Firm or Corporation Name)



Exhibit A  
Specifications for Airport Aboveground Fuel Tank and Installation  
Bids to be received by March 17, 2021

**Fuel Tank**

One (1) above-ground, 10,000 gallon storage tank for the storage of 100LL aviation fuel.

Requirements include:

- Tank must meet UL 142 and UL 2085 standards for storage of indicated product type.
- Tank must meet all applicable State and local requirements for aboveground storage tanks storing the indicated product type.
- Tank shall have an epoxy lined interior.
- Tank shall be mounted on steel saddles.
- Tank and saddles shall have a Chemline white polyurethane epoxy exterior or equivalent coating.
- Tank must contain tank monitoring sensors including inventory probe and leak detection, compatible with existing Veeder-Root monitoring system.
- Tank equipment sized by the manufacturer to meet all requirements of their specific system. This equipment includes vents, anti-siphon valves, tank bottom water removal pump, gauges, and stainless steel ball valve package, etc.
- Tank must have at minimum a 30-year manufacturer's warranty; warranty information to be supplied with bid.
- Details of the tank to be installed, including proposed dimensions, tank materials and specifications should be included with bid.

**Tank Installation**

Installation of aboveground storage tank at Kirsch Municipal Airport at the general location identified in attached document. Exact location to be determined by owner and awarded bidder based on site conditions, tank dimensions, and applicable standards. A minimum of thirty days prior to tank installation the contractor shall submit a site plan that is specific to their installation and materials. This plan shall detail tank and dispenser dimensions and layout, any necessary electrical and communication runs, tank foundation dimensions, concrete pad dimensions, and schematic layout. This plan shall be reviewed prior to the start of construction.

Installation to include:

- Placement of a concrete pad for tank, including any necessary site grading and compaction.
- Placement of the tank.
- Connection of the tank to the existing pump, fuel cabinet, and card reader system.
- Connection of tank sensors to existing Veeder-Root monitoring system.
- Completion of all other necessary connections to provide an operable system, including all necessary power and communication connections.
- All necessary permitting for installation of the tank.

Requirements include:

- Installation must meet UL 142 and UL 2085 standards.
- Installation must meet all applicable State and local requirements for above-ground storage tanks storing aviation fuel.
- Contractor to grade and compact to manufacturer's specifications or to the following if not otherwise specified:
  - o The subgrade under areas to be paved shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698. The material to be compacted shall be within  $\pm 2\%$  of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

- Concrete slab shall extend one foot (1') outside the tank on all sides. Contractor to design concrete slab per manufacturers' specifications or a minimum of six inches (6") of thickness. Concrete shall be a commercially produced 6-sack concrete.
- All piping for the tank and connections to existing systems must be stainless steel.
- Connection to existing Veeder-Root system may be via existing wire connections (with any necessary extensions provided by contractor) or wireless system. Please indicate connection solution in your bid.
- Any necessary electrical connections shall meet all federal, state, and local requirements including NEC and NFPA. At a minimum all power cable shall be XHHW, below ground conduit shall be schedule 40 PVC, and above ground conduit shall be galvanized rigid steel. Cable and conduit sizing shall be per NEC requirements.

### **Site Restoration**

Any areas disturbed by the installation of the tank, concrete slabs, and associated electrical and communications shall be restored with granular fill, topsoil, fertilizer, seed, and mulch. Once seeded, the Contractor shall mulch and protect seeded areas against traffic or other use as approved by the owner. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed.

Requirements include:

- The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf.
- Seed shall be TUF mixture and seeding shall be performed during the period between April 1 to May 20 unless otherwise approved. Seed may be applied dry or wet according to product specifications.
- Fertilizers shall be a standard 12-12-12 commercial fertilizer, shall be spread according to manufacturer specifications, and shall meet the requirements of applicable state laws.
- Mulch is to be applied after seeding and should be spread in a uniform manner in accordance with best practices. Acceptable mulch shall be straw, hay, or any approved locally available material that is similar. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Straw or hay that will smother or retard the planted grass will not be acceptable.

### **Safety and Construction Site**

While working on site, the successful bidder shall meet or provide the following safety standards and expect the following site conditions.

- The contractor shall comply with FAA Advisory Circular (AC) 150/5370-2G Operational Safety on Airports During Construction.
- The contractor shall maintain and monitor an airport radio while on-site.
- The contractor shall coordinate with the airport regarding the days and times of operation and arrange for proper NOTAMs to be filed by the airport.
- Debris shall not be deposited on any portion of an operational runway, taxiway or apron. Should any debris be accidentally deposited on active operational areas, it shall be removed immediately.
- All construction equipment must be marked with a 3-feet by 3-feet orange and white checkered flag and/or amber beacon. For night construction, all equipment must be equipped with an amber beacon. All construction vehicles must be clearly marked with the company name/logo at all times. Marking and lighting shall otherwise be in accordance with ac 150/5210-5.

- Contractor must file an Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) with the Federal Aviation Administration for construction on the airport and follow any necessary safety requirements resulting.
- The awarded bidder shall be responsible for protection of existing utilities on the airport, whether owned by the airport or other agencies operating at the airport. Contractor is responsible for calling in appropriate utility locations (MISS DIG), locating any services not otherwise located, and coordinating any necessary crossings if applicable.
- Contractor will provide barricades to surround any construction equipment on the airport apron or taxiway(s) or which is within 40' of the apron or a taxiway to keep vehicles from entering active operation areas and to keep aircraft from taxiing into construction areas. Barricade requirements include:
  - o Barricades shall be highly-reflective, marked with diagonal, alternating orange and white stripes and supplemented with either flashing or steady-burning lights during hours of restricted visibility or darkness.
  - o Lights shall be barricade type typical for construction zones.
  - o Barricades located within aircraft movement areas (runways, taxiways, aprons) shall be low level aviation barricades (no higher than 18") specifically manufactured and designed for such purpose. They shall be alternating orange and white in color 10" high and 96" long, made of UV-resistant polyethylene.
  - o Barricades shall be placed closely enough to prevent traffic from entering the construction area, generally no more than 4 feet apart. Barricades shall be filled with water or otherwise weighted to prevent movement.

**Miscellaneous**

- Bidder may propose as an alternate any additional materials found to improve the quality of the installation, safety and security of the site, or functionality of the system. The City has the right to reject or accept any such alternate.
- Excess soils and other construction materials are to be removed by the contractor unless otherwise agreed by the owner.
- Contractor is responsible for supplying restroom facilities (i.e. porta-johns) for its workers, if necessary.
- **PENALTIES: this project involves work near active aircraft operational areas. Any runway or taxiway incursions occurring during the project, as determined by the judgement of the engineer and/or airport, may be subject to FAA fines in excess of \$10,000. FAA defines a runway incursion as "any occurrence at an aerodrome involving the incorrect presence of an aircraft, vehicle or person on the protected area of a surface designated for the landing and take-off of aircraft."**

**Alternate 1: Fueling Cabinet (please indicate all costs, both material and installation as part of the alternate)**

Supply and installation of one (1) low-profile fueling cabinet, hose reel, filtering, and associated systems for 100LL fuel service.

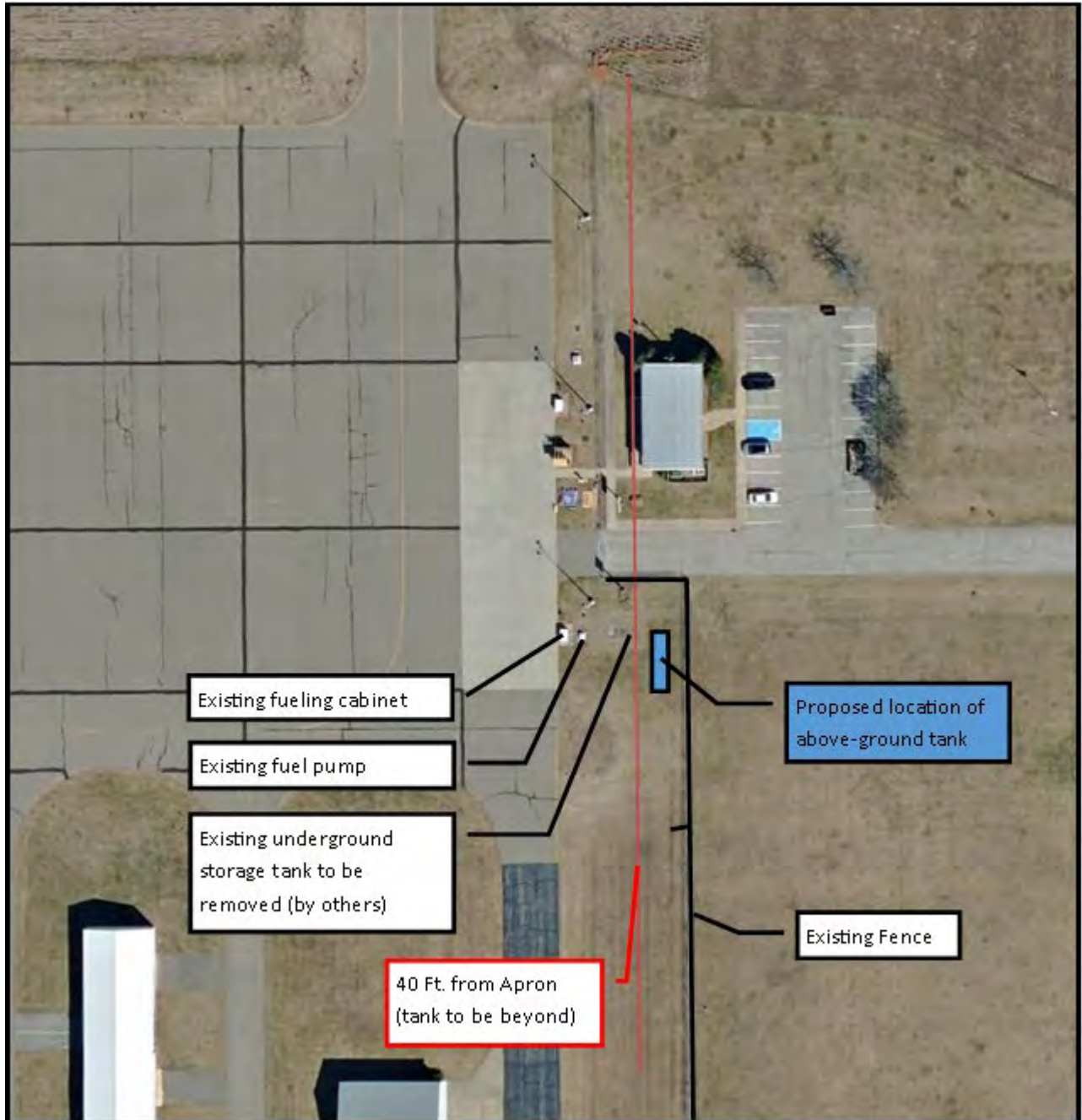
Installation to include:

- Removal of existing fueling cabinet.
- Placement of new fueling cabinet in existing location. Install new 100LL fuel dispenser so that the fueling nozzle will be at a height of 3.5 feet above the ground.
- Connection of the fueling cabinet to the existing pump, new tank installation, existing card reader system, and all other necessary systems.
- Completion of all other necessary connections to provide an operable system, including all necessary power and communication connections.
- All necessary permitting for installation of the fueling cabinet.

Requirements include (requirements are minimum):

- Filter system with a differential pressure reading gauge, and Aquacon-type filter element for both dirt and water removal.
- Meter system with air eliminator, strainer, and large numeral counter, totalizer and pulser.
- Two-stage solenoid valve for credit card interface compatible with existing Fuel Master system.
- Electric-return hose reel with backup hand crank and hose roller assembly.
- 125 feet of 1" aircraft hose for cold temperature coupled male by male.
- Overwing fueling nozzle with 100-mesh strainer and swivel inlet.
- 125-foot spring return ground reel with cable and clamp assembly.
- Installation must meet all applicable State and local requirements for fueling cabinets dispensing aviation fuel (100LL) including all applicable FAA standards.
- All piping for the cabinet and connections to existing systems must be stainless steel.
- Any necessary electrical connections shall meet all federal, state, and local requirements including NEC and NFPA. At a minimum all power cable shall be XHHW, below ground conduit shall be schedule 40 PVC, and above ground conduit shall be galvanized rigid steel. Cable and conduit sizing shall be per NEC requirements.

Exhibit B  
Site Location for Airport Aboveground Fuel Tank and Installation



January 20, 2021

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

*Re: Proposal for Removal of 10,000-gallon Underground Storage Tank, Kirsch Municipal Airport, Sturgis, MI (Facility ID No.: 00007271)*

Dear Mr. Kuk:

Thank you for providing Envirollogic Technologies, Inc. (Envirollogic) the opportunity to be of service. Envirollogic is pleased to provide this scope of work and proposal for the removal of a 10,000-gallon Low Lead Fuel Underground Storage Tank (UST) at the above referenced site.

It is our understanding that the tank may be partially full at the time of the removal. Further, it is our understanding that the tank is adjacent to the airport apron, which will not require significant or unusual health and safety requirements. Before conducting work, Envirollogic will require the City of Sturgis (City) to have any electrical service to the pumps and tank completely deactivated.

## **SCOPE OF SERVICES**

### Pre-Construction Meeting and Operations Plan

Envirollogic will convene a meeting with all involved contractors, the City, Airport personnel, and any other relevant party to discuss the logistics and details of the project. Requirements for safety, access, security, signage, etc. will be discussed along with project sequencing. Following this meeting, Envirollogic will prepare a brief Operations Plan and Health and Safety Plan (HASP) for the project. Envirollogic is not proposing to prepare a Notice to Airmen (NOTAM) but will assist the City as needed.

Envirollogic will also assist the City in securing access to the Department of Environmental, Great Lakes, and Energy Michigan UST Authority (MUSTA) Cleanup Fund and reporting to the Department of Licensing and Regulatory Affairs (LARA) in the event a release is discovered. The City is also advised to ascertain what private insurance, if any, it holds for cleanup of any release from the tank system.

Envirollogic will provide advance notice to LARA of the Intent to Remove the UST.

Mr. Andrew Kuk  
January 20, 2021  
Page 2 of 6

We will clear utilities using Michigan's one-call center, MISSDIG. The City is responsible for identifying private utilities within the construction zone.

#### Transfer and Temporary Fuel Storage

Assuming that the UST will contain significant amounts of fuel when the removal is scheduled, Envirologic will provide a certified clean tank truck to remove and temporarily store the fuel on site. A single tanker can hold 6,500 gallons, and this proposal assumes one tanker will be adequate. The tanker will be parked in a temporary secondary containment berm to be placed at a location suitable to the City. It is assumed that the daily rental of the tanker for fuel storage will not exceed three days.

When the City provides a permanent storage method for the fuel, we will transfer the fuel from the tanker to the new vessel.

#### Tank Removal

Envirologic will set up the construction zone with the appropriate barricades. We will remove the over burden soil and set the material aside. The tank will be cut open and cleaned. Waste material from within the tank will be placed in 55-gallon steel drums, labeled, and temporarily stored on site. Impacted soil, if observed, will be sampled for waste characterization and site assessment purposes. Once all disposal approvals are secured, we will remove the drummed waste and secondary containment berm. It is assumed that the City will provide written authorization to Envirologic to sign disposal documents on their behalf.

We will remove the piping to the pump, the pump itself, and the reel. We understand the City may wish to retain the pump and reel for future use. The tank will be removed, crushed, and hauled off site for disposal.

Envirologic will monitor the removal of the tank. A photoionization detector (PID) will be used to identify any evidence of volatile organic compounds (VOCs) in soil surrounding the tank. Any evidence of a release such as staining, odors, or PID readings will be communicated to the City so that a suspected release can be reported to LARA as required within 24 hours of discovery.

Soil samples will be collected as required for UST system closure site assessment to evaluate a potential release or demonstrate that no release has occurred. Soil samples will be analyzed

Mr. Andrew Kuk  
January 20, 2021  
Page 3 of 6

for gasoline-related VOCs and lead. If laboratory analysis indicates the presence of any VOCs, a confirmed release report will be submitted to LARA.

#### Backfill and Compaction

Envirologic will provide clean backfill and compaction and testing services for the excavation. Soil will be compacted and tested to the following general requirements:

- 100% compaction for non-cohesive soils
- 95% compaction for cohesive soils
- One test every 3,000 sq yd
- One test per lift/12" max depth per lift
- Max weight per ASTM D698

Four inches of topsoil will be placed on the top of the compacted soil and seeded.

#### Report

Upon completion of the work, a Site Assessment Report will be prepared for submittal to LARA on behalf of the City. We will amend the UST Registration Form to show the removal of the tank.

#### **SCHEDULE**

We propose to have the Pre-Construction Meeting, notifications, and Operations Plan prepared 30 days in advance of the scheduled field work. Utility clearance and the HASP will be completed one week prior to the field work. On-site activities are expected to require two days on site.

It may be necessary to temporarily store fuel and wastes on site. Envirologic will provide a temporary secondary containment berm for the storage of items at a daily rate. All wastes, temporary containers, and the secondary containment berm are expected to be removed within one week of the field work. The final written report will be prepared one week after receiving laboratory results.

#### **ESTIMATED COSTS**

Envirologic proposes to complete work on a time and materials basis.



**Pre-Construction Meeting/Notices/Operations Plan/HASP/MUSTA/LARA:**

Professional services (Senior Project Manager) .....\$ 2,000

**UST Removal:**

Remove fuel; clean, cut, and remove tank and piping; then backfill and compact  
 to grade .....\$ 16,000  
 Mobilization or demobilization of one certified clean tanker (one tanker will  
 hold 6,500 gallons) .....\$ 1,850  
 Certified clean washout .....\$ 350  
 Daily rental of certified clean tanker (3 days, \$385.00 per day) .....\$ 1,155  
 Secondary containment berm rental (5 days, \$50.00 per day) .....\$ 250  
 Transportation of drums on LTL drum run .....\$ 575  
 55-gallon open top steel drums (3 @ \$90 each) .....\$ 270  
 Disposal of RPP drums (3 drums @ \$120.00 per drum) .....\$ 360  
 Compaction testing .....\$ 1,715  
 Oversight .....\$ 2,000  
 Laboratory analyses (3 samples @ \$140/sample) .....\$ 420

**Subtotal for UST Removal ..... \$24,945**

**Site Assessment Report/Amended Registration:**

Professional services (Senior Project Manager) .....\$ 1,500

**TOTAL ESTIMATED COSTS ..... \$28,445**

**WASTE MANAGEMENT**

During investigative activities, waste materials (soil and/or water) may be generated and/or discovered. It is understood and agreed that Envirologic is not and has no responsibility as handler, operator, transporter, or disposer of hazardous or toxic materials and wastes found or identified at the site(s). Although the responsibility to manage and dispose of the materials is ultimately the Client's, Envirologic may assist the Client with characterization of the waste materials for disposal at an appropriate facility of your choosing, if requested and on a time and materials basis.

**LIMITATIONS**

The proposed *Scope of Services* and *Estimated Costs* were prepared based on data currently available to Envirologic for the project. This proposal is valid for 30 days. After that date,

Mr. Andrew Kuk  
January 20, 2021  
Page 5 of 6

Envirologic may review the proposal to allow for changing costs and adjust starting and completion dates to conform to our workload.

The actual scope of work and cost of the project may be affected by unknown factors, such as unforeseen site conditions. It is understood and agreed that any work that may be performed beyond the estimated costs will be billed on a time and materials basis at Envirologic's current billing rates. Envirologic will inform and obtain approval from the client regarding any changes in the scope of work and associated costs prior to implementation.

**ACCEPTANCE**

If you desire to have Envirologic conduct the aforementioned services, please sign and date one copy of the authorization page and return it to our office. A signed copy of the authorization page will serve as our authorization to proceed. This proposal is subject to the attached terms and conditions.

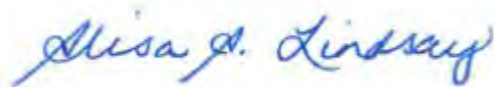
We appreciate the opportunity to be of service. If you have any questions or need any additional information, please contact our office at (269) 342-1100.

Sincerely,

**ENVIROLOGIC TECHNOLOGIES, INC.**



David A. Stegink  
Vice President  
Manager of Redevelopment Services



Alisa A. Lindsay, P.E.  
Project Manager  
Environmental Engineer

DAS:sns

Attachment



Mr. Andrew Kuk  
January 20, 2021  
Page 6 of 6

**AUTHORIZATION**

To authorize this project, please email, mail, or fax (269.342.4945) a signed copy of this signature page to our office.

*Re: Proposal for Removal of 10,000-gallon Underground Storage Tank, Kirsch Municipal Airport, Sturgis, MI (Facility ID No.: 00007271)*

Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order No.

**PROFESSIONAL SERVICES**  
Terms and Conditions

The services to be rendered by **Envirologic Technologies, Inc. (Envirologic)** or its divisions in the attached proposal are expressly contingent upon the Client's acceptance of these Terms and Conditions. Any additional or conflicting Terms and Conditions of the Client are hereby expressly objected to and rejected by Envirologic.

1. **Payment.** Envirologic shall invoice Client on a monthly basis for services incurred the previous month. Invoices are due and payable within 30 days of receipt. A service charge of 1.5 percent will be added to all outstanding balances each month they are past due. Envirologic reserves the right, upon 30 days written notice to client, to modify the attached Schedule of Fees. If payment of Envirologic invoices is not maintained on a 30-day current basis, Envirologic may, upon seven (7) days written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis without incurring any liability whatsoever to client.

Client shall be responsible for and pay Envirologic at 1 1/2 times their prevailing rates for any time spent by its personnel in connection with any legal proceedings arising from or relating to services provided under this Agreement, regardless of whether Envirologic is subpoenaed to appear by Client or a third party.

Nothing in this Agreement shall preclude Envirologic from filing a construction lien against Client's property in order to secure the payment provided for in this Agreement.

2. **Additional Work.** Envirologic agrees to modify the work proposal as authorized in writing by the Client. Client agrees to pay Envirologic for any increases in the cost of performing the additional work. Unless otherwise agreed to in writing, the cost of the modifications shall be determined on a time and material basis in accordance with the attached rate schedule.

Costs and schedule commitments shall be subject to renegotiation for delays in performance caused by circumstances beyond the reasonable control of Envirologic including, but not limited to: Acts of God; fire; flood; explosion; war, action, inaction or request of governmental authority; injunction; adverse weather conditions; accident; labor trouble or shortage; inability to obtain material, equipment, fuel or transportation. No liability shall result to either party from the delay in performance caused by the circumstances described above except for the obligation of the Client to pay Envirologic for (i) work performed, and (ii) additional labor, equipment and other costs associated with Envirologic's maintenance of its work force and equipment available during the interruptions. Should any of the circumstance described above occur causing delay, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the work under this Agreement.

Whenever Envirologic is of the opinion that the timely completion of its responsibilities pursuant to this Agreement has been or will be adversely affected by events which are beyond its control, it shall, as soon as practicable orally notify the Client and within ten (10) calendar days thereafter notify the Client in writing, stating the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of these measures.

3. **Site Security and Safety.** Envirologic attempts to conduct its field activities in such a manner as to protect themselves and others from injury. If the Client is aware of special precautions to insure safety, the Client should immediately advise Envirologic. The Client grants to Envirologic, its agents and employees, during the term of this Agreement, reasonable access to the subject premises for the purposes of fulfilling Envirologic's obligations under this Agreement. Envirologic shall comply with any reasonable safety procedures delivered by the Client to Envirologic in writing.

It is hereby further agreed and understood that while Envirologic is on the premises of the Client, Envirologic, its employees and representatives will not unreasonably interfere with the business activities being performed by the Client on or about the premises without the Client's permission. It is further agreed and understood that the employees and representative of the Client will act to reasonably facilitate Envirologic's performance of its obligations under this Agreement.

4. **Utilities.** Client shall be responsible for disconnecting electrical lines, and staking utilities, both private and public, if necessary and assume all responsibility for damage during and after execution of Envirologic's services. In no event shall Envirologic be responsible for additional costs resulting from unknown property conditions.

It shall be the responsibility of Client or its duly authorized representative to disclose the presence and accurate location of all hidden or obscure manmade objects relative to field tests or installations. If Envirologic is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, Envirologic will give special instructions to its field personnel and subcontractors, however, all additional costs caused by the existence of the obstruction(s) shall be paid by Client on a time and material basis. As evidenced by acceptance of this proposal, the Client agrees to indemnify and save harmless Envirologic and subcontractors from all claims, suits, losses, personal injuries, death and property liability, resulting from unusual subsurface conditions or damages to subsurface structures, owned by the Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to Envirologic in writing, and to reimburse Envirologic for expenses in connection with any such claims or suits, including reasonable attorneys' fees.

5. **Property Access.** Client shall arrange and provide such access to the site as is necessary for Envirologic to perform their services. Client shall be solely responsible for all aspects of site security and for obtaining any necessary permission from any third party property owners for use of their lands.

Client hereby agrees to indemnify, defend and hold Envirologic harmless from any damages to Client's or third party's property, except that caused by the gross negligence of Envirologic or its agents. Client acknowledges that certain damage may be caused by Envirologic vehicles and equipment being on site and will hold Envirologic harmless for said damages.

6. **Performance of Services.** Envirologic shall exercise due care in performing its services hereunder and shall render them in accordance with prevailing professional standards and ethics as measured on the date hereof and in the locale of this project in performing services for Client. If Envirologic believes that compliance with Client's requests could violate professional standards, ethics, laws or regulations, Envirologic shall advise Client and a mutually satisfactory solution shall be discussed. If the parties are unable to reach a satisfactory solution, either party may terminate this agreement as stated herein.

7. **Limitation on Warranty.** **ENVIROLOGIC DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM SAMPLING OR ANALYTICAL ACTIVITIES. CLIENT IS LIABLE FOR LOSS AND/OR DAMAGES TO THE SURFACE OR SUBSURFACE CAUSED BY SAMPLING OR DRILLING ACTIVITIES OR FOR DAMAGE TO WELLS AS A RESULT OF TRESPASS OR FROM OPERATION SERVICES, INCLUDING BUT NOT LIMITED TO CONTAMINATION OR LOSS OF EQUIPMENT IN WELL, UNLESS SUCH LOSS RESULTS FROM ENVIROLOGIC'S NEGLIGENCE OR WILLFUL MISCONDUCT.**

**CLIENT ACKNOWLEDGES THAT STATEMENTS IN REPORTS ARE DEEMED TO BE OPINIONS BASED ON PROFESSIONAL JUDGMENT AND THAT ENGINEERING, ENVIRONMENTAL, GEOLOGIC, HYDROGEOLOGIC AND GEOTECHNICAL CONDITIONS FREQUENTLY VARY FROM THOSE ENCOUNTERED AT THE TIMES AND LOCATIONS WHERE DATA ARE OBTAINED BY ENVIROLOGIC. THEREFORE, LIMITED DATA MAY RESULT IN UNCERTAINTY WITH RESPECT TO INTERPRETATION OF THESE CONDITIONS, DESPITE THE USE OF PROFESSIONAL CARE, AND THAT GOVERNMENTAL REGULATIONS RELATING TO HAZARDOUS SUBSTANCE(S) MAY CHANGE OR THEY MAY REQUIRE RESULTS WHICH CANNOT BE ACCOMPLISHED OR ADDITIONAL ACTIVITIES BE CONDUCTED.**

8. **UST Site Closure.** Pursuant to Part 213 of NREPA, 1994 PA 451, as amended, if Envirologic shall submit a Release Closure Report to the Michigan Department of Environmental Quality upon confirmation that cleanup standards have been met, said report shall relate to only contaminants identified in the area(s) associated with the reported release set forth in the scope of services and shall only be released when, in Envirologic's best scientific judgment, all applicable cleanup criteria have been met.

9. **Disposal of Contaminated/Hazardous Wastes.** Any hazardous or toxic wastes, pollutants, contaminants or other waste materials encountered by or associated with services provided by Envirologic on this project shall at no time be or become the property of Envirologic. Arrangements for the treatment, storage, transport or disposal of any waste materials, which may be made by Envirologic, shall be construed as being made solely and exclusively on Client's behalf and Client shall indemnify, defend and hold Envirologic harmless from and against any and all liability which arises out of the treatment, storage, transport or disposal of any waste materials. It is agreed and understood that any manifests or other forms required for the disposal of hazardous waste will be properly completed and signed by the Client or a duly authorized representative.

10. **Subcontractors.** Envirologic may, in its own discretion, hire subcontractors on behalf of Client to perform any such portion of the services hereunder. If Client selects its own subcontractor(s), Envirologic shall not be responsible for, or in any manner guarantee, the performance of such subcontractor(s) or their agents or employees, nor shall Envirologic be liable for any negligent acts, errors or omissions of said subcontractor.

Estimated subcontractor costs will depend upon their actual current prices. Any increased prices will be passed on to Client.

11. **Term of Agreement.** Envirologic agrees to proceed with implementation of the proposal on a timely basis. However, due to its unknown site conditions and delays in state processing, no definite time period can be established for completion of services.

12. **Confidentiality and Use of Documents.** Envirologic shall retain, as confidential, all information and data furnished to it by Client and/or others which is designated as confidential. Said information shall not be disclosed to any third party except as directed by Client or as required by law or regulation.

Provided that Envirologic has been fully paid for its services, Client shall have the right to copies of all documents, maps, photographs, drawings and reports resulting from services hereunder for purposes reasonably contemplated by the parties. Any work product generated by Envirologic shall remain in its possession.

Reuse of any material described above by Client on extensions of a project or on any other project or by a third party without Envirologic's written consent shall be at Client's or third party's risk and Client agrees to indemnify, defend and hold Envirologic, its employees, agents and subcontractors, harmless from all claims, damages and expenses, including attorney fees, arising out of such use.

13. **Information Provided by Client or Others.** Envirologic shall indicate to Client the information needed for rendering the Services described in each Work Order. Envirologic shall review existing information provided by others and shall give Client its opinion as to the risks associated with reliance on such information. To the extent that Envirologic is required to rely solely upon existing information, without the opportunity for Envirologic to appropriately validate the accuracy and reliability of such information, Client agrees to waive any claim against Envirologic and to indemnify and hold harmless Envirologic from and against any and all claims, damages, losses, liability, and expenses, including attorney's fees, which may arise from errors, omissions or inaccuracies in existing information provided to Envirologic by Client or others.

14. **Rights of Third Parties.** This Agreement shall not create any rights or benefits to parties other than Client and Envirologic.

15. **Indemnification of Client by Envirologic.** Except as otherwise provided herein, Envirologic agrees to indemnify, defend and hold harmless client from all claims, loses, liabilities, damages and expenses, including attorney's fees, which may occur as the result of any claims or damages sustained by person or property arising out of the negligence or willful misconduct of Envirologic in the performance of its work.

16. **Indemnification of Envirologic by Client.** Except as otherwise provided herein, client agrees to indemnify, defend and hold harmless Envirologic from all claims, loses, liabilities, damages and expenses, including attorney's fees, which may occur as the result of any claims or damages sustained by person or property arising out of the negligence or willful misconduct of client relating to the work .

17. **Insurance.** Upon request, Envirologic shall furnish copies of insurance certificates evidencing that it maintains, at a minimum, the following coverage:

<b>Type</b>	<b>Limits</b>
Worker's Compensation	Statutory
Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
General Liability	\$3,000,000 occurrence
	\$3,000,000 aggregate
Personal & Adv. Injury	\$3,000,000
Products – COMP/OP AGG	\$3,000,000
Umbrella	\$1,000,000 each claim
	\$1,000,000 aggregate
Contractor Pollution	\$3,000,000 total all claims
Automotive Liability	\$1,000,000 combined single limit (ea. accident)

With respect to only such loss, damage, injury, or liability as is covered under the policies of insurance and policy limits identified above, Envirologic agrees to save Client harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omissions of Envirologic employees, agents, and subcontractors, and their employees and agents. If Client requires higher insurance limits, additional coverage, or performance or payment bonding, Envirologic will endeavor to obtain such coverage, at Client's expense. It is the understanding and agreement of the parties, however, that Envirologic is unable to save Client harmless from and against any loss, damage, injury, or liability arising from any cause, beyond the amount and coverage listed in this section. In addition, Envirologic shall be included as an additional and intended beneficiary under any hold harmless agreements against third-party suits between Client and owner or any other third party, including without limitation any other contractor, subcontractor, or supplier who may perform "Services" or provide material in connection with any study or report or design prepared by Envirologic.

In no event shall Envirologic be responsible for any incidental, indirect, special, punitive, impact, consequential damages (including but not limited to loss of profits) or cost of defense incurred by Client or any third party, except as otherwise provided herein.

All claims, including claims for indemnification, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, shall be deemed waived unless the claim is made within the time required under insurance coverage provided, by Envirologic. Non-insured claims must be made within one (1) year after completion of that work or event giving rise to the claim.

18. **Compliance With Laws.** The Client shall be responsible for notifying all appropriate Federal, State, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the site, or discovered during the performance of this Agreement.

19. **Equal Employment.** Envirologic is an Equal Opportunity Employer and shall not discriminate against any employee or applicant for employment based on race, color, religion, sex or national origin.

20. **Waiver.** No waiver, discharge or renunciation of any claim or right of Envirologic arising out of breach of this Agreement by Client shall be effective unless in writing, signed by Envirologic.

21. **Termination.** Either party may terminate this Agreement without cause upon seven (7) days written notice to the other party. In the event of termination, Client shall pay Envirologic for all costs incurred to date plus reasonable costs associated with termination of the work.

22. **Complete Agreement.** These terms and conditions together with the proposal to perform work and rate schedule constitute the complete and entire agreement between the parties. Any modification thereto must be in writing signed by both parties.

23. **Governing Law.** This proposal and its terms and conditions shall be interpreted under and governed by the laws of the State of Michigan.

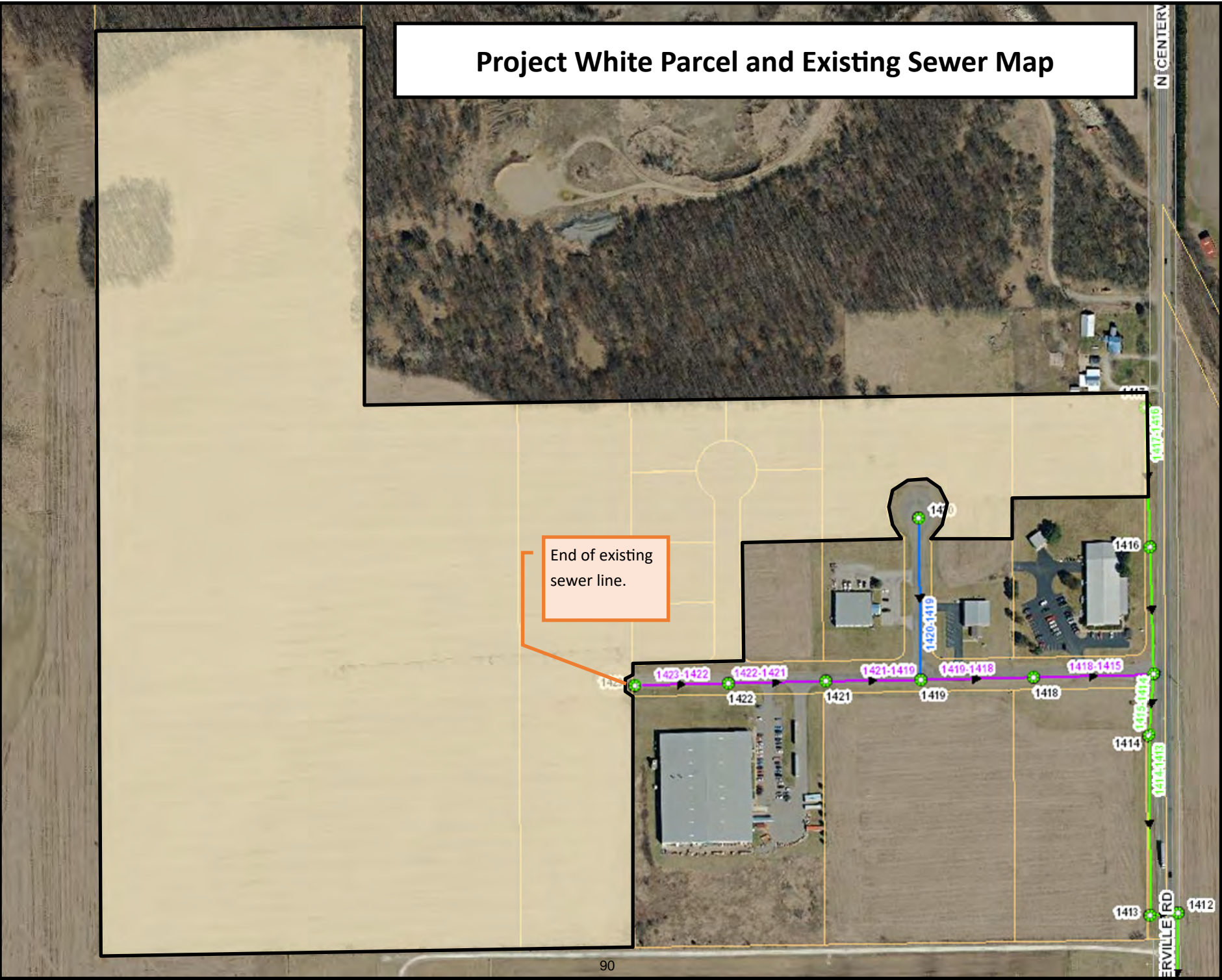
**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10C**





# Project White Parcel and Existing Sewer Map



## **Task Order**

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

### **1. Specific Project Data**

A. Title: City of Sturgis  
Stapleton Industrial Park Lift Station  
Design and Bidding Phase

B. Background/Description:

The purpose of this task order is to prepare design drawings and specifications for the installation of a new lift station at the end of Haines Blvd in the Stapleton Industrial Park.

A new development is planned to be in the Stapleton Industrial Park. The development will start with one new building and parking lot storage. The developer will eventually add new buildings for a total of 3 or 4 buildings. Each building is proposed to use 4,000 to 8,000 cubic feet of water each month. The existing topography of the site does not allow for a gravity sewer connection to the existing sanitary system on Haines Blvd.

C. Work Scope:

This task order is to provide Basis of Design (Study Phase), Preliminary Design Phase, and Final Design Phase engineering services for the Stapleton Industrial Park Lift Station.

A Basis of Design (BOD) Report will be prepared to confirm the design criteria for the lift station. F&V is assuming the existing sanitary sewer system has the required capacity for new development and does not need to be analyzed. F&V will prepare a Basis of Design Report for the Sturgis staff to review.

The work scope to complete the BOD report portion of project includes:

- Work with the City to obtain existing parcel / easement descriptions for the lift station site and adjacent properties. Complete topographic survey of the site and along the force main route to the existing discharge manhole.
- Obtain ASCE Subsurface Utility Collection Level C information for electric, gas, telephone, cable TV, water, and sanitary sewer.
- Geotechnical Investigation: A soil boring will be taken by a sub-consultant at the pump station site and a geotechnical report prepared identifying the bearing capacity of the soils and the presence of groundwater, if any. This report is needed for the foundation design of the structures and provides information to the Underground Contractor on the types of soils that will be excavated. It is assumed that the site has no environmental issues.
- Water bills from similar facilities owned by the developer will be used to determine usage and lift station sizing.

The work scope to complete the preliminary and final design portion of the project includes:

- Draft the survey information and prepare a scaled plan. Information provided by the utility companies will also be shown.
- Design a submersible duplex lift station consistent with City standards. The lift station will include a receptacle for portable generator connection, and a telemetry system for remote monitoring at the Diesel Plant.
- Submit preliminary design documents to the City for staff review.
- Incorporate the City's comments on the preliminary design into the final design drawings and specifications.
- Provide signed and sealed plans and basis of design to the City for completion of a part 41 Application (Sanitary Sewer Permit) entered through MI waters. No other permits are anticipated. Estimated 12 weeks for permitting.
- Prepare written descriptions for temporary construction and permanent easements. (City to secure easements if needed.)

Bidding and Construction phase engineering services will be provided under a supplemental task order(s) once the project construction delivery method is finalized (General Contractor, Construction Management, or other delivery method).

## **2. Services of Engineer**

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

A1.01 – Study and Report Phase, in its entirety.

The pump station Basis of Design report will be prepared and issued to the City for review in PDF format.

F&V will provide field surveying services.

F&V will subcontract with geotechnical firm for soil borings and geotechnical review

A1.02 – Preliminary Design Phase, in its entirety.

F&V will provide field surveying services.

A PDF version and two (2) hard copy sets of preliminary design phase documents will be submitted to the City for review.

A1.03 – Final Design, include paragraphs:

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

Two (2) final copies will be issued to the City. Distribution of bid packets will be covered under “Bid Phase Services”, which will be included under separate task order.

## **3. Owner's Responsibilities**

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

## **4. Times for Rendering Services**

The time for rendering services is the term of the Agreement, as identified in Article 3.01.A of the Agreement. The times for rendering services are as follows.

<u>Phase</u>	<u>Proposed Completion Date</u>
<u>Study Phase Services</u>	<u>10 weeks after authorization</u>
<u>Preliminary Design Phase Services</u>	<u>4 weeks after City approves the Basis of Design Report</u>
<u>Final Design Phase Services</u>	<u>4 weeks after City approves the Preliminary Design submittal</u>

**5. Payments to Engineer**

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

<b>Category of Services</b>	<b>Compensation Method</b>	<b>Estimate of Compensation for Services</b>
<i>Study Phase</i>	<i>Standard Hourly Rates</i>	<i>\$19,500</i>
<i>Preliminary Design Phase</i>	<i>Standard Hourly Rates</i>	<i>\$18,000</i>
<i>Final Design Phase</i>	<i>Standard Hourly Rates</i>	<i>\$11,000</i>
<b>TOTAL FEES =</b>		<b>\$48,500</b>

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

**7. Other Modifications to Master Agreement:**

None.

**8. Attachments:**

None

**9. Documents Incorporated by Reference:**

None.

**10. Terms and Conditions:**

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

The Effective Date of this Task Order is March 24, 2021

**OWNER**  
**City of Sturgis**

**ENGINEER**  
**Fleis & VandenBrink Engineering, Inc.**



3-17-2021

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Michael Hughes  
Name

Craig Shumaker, P.E.  
Name

City Manager  
Title

Senior Vice President  
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Tom Sikorski  
Name

Matt Johnson, PE  
Name

Waste Water Superintendent  
Title

Project Manager  
Title

130 N. Nottawa  
Address

4798 Campus Drive  
Address

tsikorski@sturgismi.gov  
E-Mail Address

mjohnson@fveng.com  
E-Mail Address

(269) 659-7250  
Phone

(269) 749-9079  
Phone

(269) 659-7295  
Fax

(269) 382-6972  
Fax

Sturgis Purchase Order No.: \_\_\_\_\_

F&V Vendor No.: 00776

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10D**





# Project Black Parcel and All-season Road Map



-  State Highway
-  County Road (not all-season)
-  Existing County Road (all-season)
-  Proposed All-season Road
-  Project Black Parcels

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10E**







TO: Michael L. Hughes, City Manager  
 FROM: Holly Keyser, City Controller  
 SUBJECT: 2020-2021 Proposed Budget Amendments  
 DATE: March 19, 2021

In accordance with the Uniform Budgeting and Accounting Act, the following governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures anticipated in the 2020-2021 fiscal year, as compared to those originally estimated in the 2020-2021 approved budgets as previously amended.

	Original Budget	Amendment 1 9.23.20	Amendment 2 12.4.20	Amendment 3 3.10.21	Amendment 4 3.24.21	Proposed Budget
<b>General Fund - 101</b>						
Revenue	8,849,020	-	-	-		8,849,020
Expenditures	8,979,320	60,000	40,000	20,000	135,500	<b>9,234,820</b>
Change in Fund Balance	(130,300)	(60,000)	(40,000)	(20,000)	(135,500)	(385,800)
Beginning Fund Balance	2,517,227	2,386,927	2,326,927	2,286,927	2,266,927	2,517,227
Projected Ending Fund Balance	2,386,927	2,326,927	2,286,927	2,266,927	2,131,427	2,131,427

The General Fund budgeted expenditures for capital outlay were modified due to the following:

Purchase of property for White Elephant Expansion (approved 7/8/20, closed 3/4/21)	95,500.00
Outdoor Public Fireplace	15,000.00
Spence Storage Barn revised for bids received	25,000.00

Summary of Budget Amendments for General Fund FY2021:		
Original Budgeted Expenditures in the General Fund		\$ 8,979,320
Amendment 1-9.23.20 to add Administrative Specialist Position	\$ 60,000	\$ 9,039,320
Amendment 2-12.9.20 to modify Nye Drain Special Assessment	\$ 40,000	\$ 9,079,320
Amendment 3-3.10.21 for police/fire HVAC project	\$ 20,000	<b>\$ 9,099,320</b>
Amendment 4-3.24.21 for Property/Fireplace/Spence Barn	\$ 135,500	\$ 9,234,820

	Original Budget	Amendment 1	Proposed Budget
<b>Street Repair Fund -201</b>			
Revenue	500	-	500
Expenditures	126,500	670,000	796,500
Contribution from General Fund	-		-
Contribution from Capital Reserve Fund	-	-	-
Change in Fund Balance	(126,000)	(670,000)	(796,000)
Beginning Fund Balance (was \$402,000)	1,019,256	893,256	1,019,256
Projected Ending Fund Balance (was \$276,000)	893,256	223,256	223,256

The Street Repair Fund is amended to reflect the carryover of the E. Jerolene Street Project that was not completed as of the end of last budget year as well as revised estimates for the E. Congress St. - Vinewood Avenue Small Urban Project



TO: Michael L. Hughes, City Manager  
 FROM: Holly Keyser, City Controller  
 SUBJECT: 2020-2021 Proposed Budget Amendments  
 DATE: March 19, 2021

In accordance with the Uniform Budgeting and Accounting Act, the following governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures anticipated in the 2020-2021 fiscal year, as compared to those originally estimated in the 2020-2021 approved budgets as previously amended.

	Original Budget	Amendment 1	Proposed Budget
<b>Sturges-Young Center for the Arts Fund - 261</b>			
Revenue	560,810	-	560,810
Expenditures	983,400	-	983,400
Contribution from General Fund	352,680		352,680
Contribution from Capital Reserve Fund	83,000	20,000	103,000
Change in Fund Balance	13,090	20,000	33,090
Beginning Fund Balance	81,372	94,462	81,372
Projected Ending Fund Balance	94,462	114,462	114,462

*The SYCA Fund transfer from the capital reserve fund is increased to provide funds to replace the walk-in freezer including disposal of the existing unit. This mechanical failure was not included in the capital budget. At this point, the capital outlay expenditure budget is unchanged as other items have been deferred to the next budget year.*

	Original Budget	Amendment 1	Proposed Budget
<b>Capital Reserve Fund - 401</b>			
Revenue	10,000		10,000
Expenditures	283,000	20,000	303,000
Contribution from General Fund	270,000	-	270,000
Change in Fund Balance	(3,000)	(20,000)	(23,000)
Beginning Fund Balance	3,000,338	2,997,338	3,000,338
Projected Ending Fund Balance	2,997,338	2,977,338	2,977,338

*The Capital Reserve Fund is amended for an additional contribution to the SYCA fund as needed for the replacement of the walk-in freezer.*

**City of Sturgis  
City Commission  
Regular Meeting**

**Agenda Item 10F**



## **CITY OF STURGIS, MICHIGAN**

### **A RESOLUTION DECLARING A LOCAL STATE OF EMERGENCY FOR THE PURPOSE OF PERMITTING THE CITY COMMISSION AND OTHER PUBLIC BODIES OF THE CITY TO MEET BY ELECTRONIC AND TELEPHONIC MEANS**

**WHEREAS**, as recently as March 2, 2021 the Director of the Michigan Department of Health and Human Services (MDHHS) made the following findings:

“The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person. COVID-19 spreads through close human contact, even from individuals who may be asymptomatic.

On March 10, 2020, MDHHS identified the first two presumptive-positive cases of COVID-19 in Michigan. As of March 1, 2021, Michigan had seen 589,150 confirmed cases and 15,534 confirmed deaths attributable to COVID-19. Michigan was one of the states most heavily impacted by COVID-19 early in the pandemic, with new cases peaking at nearly 2,000 per day in late March. Strict preventative measures and the cooperation of Michiganders drove daily case numbers dramatically down to fewer than 200 confirmed cases per day in mid-June, greatly reducing the loss of life. Beginning in October, Michigan again experienced an exponential growth in cases. New cases peaked at nearly 10,000 cases per day in mid-November, followed by increases in COVID-19 hospitalizations and deaths.

On November 15, 2020, MDHHS issued an order enacting protections to slow the high and rapidly increasing rate of spread of COVID-19. Cases, hospitalizations, and deaths remained high through early December, threatening hospital and public health capacity. On December 7, 2020, December 18, 2020, and January 13, 2021, MDHHS issued orders sustaining those protections. These orders played a crucial role in slowing the spread in Michigan and have brought new cases down to about 1,500 per day. These lower rates prevented Michigan’s healthcare system from being overwhelmed with a holiday surge.

As of February 27, the State of Michigan had a seven-day average of 91.2 cases per million people, nearly 88% lower than the case rate in mid-November. While that case rate is similar to the rate in early October, it has plateaued over the past week and remains three times the rate of the summer low point.

Test positivity was 3.7% as of February 27, and has started to plateau as well. While metrics have decreased from all-time highs, further progress has tapered off and there is growing concern of another spike with the presence of more infectious variants in Michigan and the United States as a whole.



Even where COVID-19 does not result in death, and where Michigan's emergency and hospital systems are not heavily burdened, the disease can cause great harm. Recent estimates suggest that one in ten persons who suffer from COVID-19 will experience long-term symptoms, referred to as "long COVID." These symptoms, including fatigue, shortness of breath, joint pain, depression, and headache, can be disabling. They can last for months, and in some cases, arise unexpectedly in patients with few or no symptoms of COVID-19 at the time of diagnosis. COVID-19 has also been shown to damage the heart and kidneys. Furthermore, minority groups in Michigan have experienced a higher proportion of "long COVID."

The best way to prevent these complications is to prevent transmission of COVID-19. Since December 11, 2020, the Food and Drug Administration has granted emergency use authorization to three vaccines to prevent COVID-19, providing a path to end the pandemic. Michigan is now partaking in the largest mass vaccination effort in modern history and is presently working toward vaccinating at least 70% of Michigan residents 16 years of age and older as quickly as possible.

New and unexpected challenges continue to arise: in early December 2020, a variant of COVID-19 known as B.1.1.7 was detected in the United Kingdom. This variant is roughly 50 to 70 percent more infectious than the more common strain. On January 16, 2021, this variant was detected in Michigan. It is anticipated that the variant, if it becomes widespread in the state, will significantly increase the rate of new cases. Currently, Michigan is second in the nation with respect to the number of B.1.1.7 variants detected. To date, there are over 400 cases, and this is one fifth of all cases identified in the United States. CDC modeling predicts B.1.1.7 could become the predominant variant by the end of March. At present, however, it appears that cases have plateaued."

**WHEREAS**, the Director of the MDHHS has concluded that the COVID-19 pandemic continues to constitute an epidemic in Michigan and that control of the epidemic requires restrictions on public gatherings, and;

**WHEREAS**, the City Commission desires to conduct the public business of the City in a manner so as not to place at risk members of the public, City staff, or members serving on public bodies of the City;

**NOW, THEREFORE, IT IS RESOLVED, THAT** pursuant to the authority contained at § 3 of the Home Rule Cities Act, MCL 117.3 (j) authorizing cities to provide for the public health and safety of persons; §3 of the Open Meetings Act, MCL 15.263 (2) permitting a public body to meet by electronic or telephonic means upon declaration of a local state of emergency or state of disaster if meeting in person would place at risk the personal health or safety of members of the public or members of the public body; and §10 (b) of the Emergency Management Act permitting the Mayor to declare a local state of emergency;

I, Robert Hile, Mayor of the City of Sturgis based on the findings made by the Michigan Department of Health and Human Services regarding the public health threat posed by the COVID-19 novel coronavirus and its variant strains declare a local state of emergency to permit the City Commission and all other public bodies of the City to continue to meet by electronic and telephonic means after March 30, 2021 and respectfully request the City Commission affirm this action through August 31, 2021

The above resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**AYES**, Commissioners:

**NAYS**, Commissioners:

**ABSTAIN**, Commissioners:

**RESOLUTION DECLARED ADOPTED.**

**CERTIFICATE**

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Sturgis at a regular meeting held on March 24, 2021. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 254 of 2020. Minutes of the meeting will be available as required by the Act.

\_\_\_\_\_  
Kenneth D. Rhodes, City Clerk