



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, JUNE 9, 2021
STURGES-YOUNG CENTER FOR THE ARTS
201 N. NOTTAWA ST.

WORK SESSION 5:00 P.M.
WWTP – 2101 Treatment Plant Rd.

1. WWTP Electrical Room Addition and new Plow Truck Tour

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA (agenda below)
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. Sturgis Neighborhood Program Update and Purchase of Lot – Michael Hughes
 - B. Thurston Woods Park Improvements RFQ – Michael Hughes
 - C. Doyle Restroom Renovation Bids – Daniel Root
 - D. North Franks Crossing Agreement of Understanding – Michael Hughes
11. COMMISSIONER / STAFF COMMENTS
12. CLOSED SESSION – To conduct a periodic personnel evaluation at the request of the employee.
13. ADJOURN

CONSENT AGENDA

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the May 26, 2021 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$1,760,437.46 as presented.

8C. Set Public Hearing for Millage Rate

SET a Public Hearing for Wednesday, June 23, 2021 at 6:00 p.m. for consideration of the 2021 City Operation millage rate and ADVERTISE the rate at 10.4623.

8D. Fireworks Approvals

AUTHORIZE Deputy Public Safety Director Andrew Strudwick or his designated representative to complete all necessary permit reviews and SIGN all necessary documents for a community fireworks display.

APPROVE the requests for the fireworks display as presented.

8E. Downtown Events Requests

APPROVE the requests for Movies in the Park on June 11th, July 16th, August 13th, and September 17th and the requests for the Downtown Sturgis Grand Re-Opening on June 18th as presented.

Manager's Report

JUNE 9, 2021



CITY OF
Sturgis
MICHIGAN

Submitted by:

A handwritten signature in dark ink, appearing to read "Michael L. Hughes".

Michael L. Hughes
City Manager

Work Session

1. WWTP Electrical Room Addition and New Plow Truck Tour

Staff: Michael Hughes

The WWTP Chemical Building Electrical Room addition is complete and Commissioners are invited to meet at the Wastewater Treatment Plant to tour the addition. Also, City staff will have the new DPS plow truck out at the Treatment Plant for the Commission to view. While driving on Wade Rd. and Wastewater Treatment Plant Rd., you may want to check out the Nye Drain branch improvement project as well.

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for June 9, 2021 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the May 26, 2021 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,760,437.46 as presented.

8C. Set Public Hearing for Millage Rate

In order to provide the proper notification on 2021 summer tax bills, the City Commission needs to set the property tax rate by the end of June. Staff will be advertising a public hearing for this purpose for the second City Commission meeting in June. The proposed millage rate must be included as part of the notice, and the rate cannot be set higher than this noticed amount after the public hearing unless another public hearing is held.

Currently the City operating tax is set at 10.4623, 1.3854 mils below the maximum. In addition a 1% tax administration fee is scheduled to be collected on all City tax bills again this year. This fee is authorized and recommended by the State to allow communities to recover the costs of tax collection. Any changes regarding this fee would need to take place at this meeting in order to properly calculate tax bills for 2021.

Staff is recommending no change in the current millage rate to be published in the public hearing notice.

Consent Agenda Motion:

SET a Public Hearing for Wednesday, June 23, 2021 at 6:00 p.m. for consideration of the 2021 City Operation millage rate and ADVERTISE the rate at 10.4623.

8D. Fireworks Approvals

This year the annual community fireworks display is planned for Saturday, June 26th at Kirsch Municipal Airport. The fireworks show is made possible in part with funds generated from local donations.

Per Michigan law, all display fireworks shows require a permit from the local legislative body of the community. In order to complete the permitting process, City staff is recommending the Commission authorize Deputy Public Safety Director Andrew Strudwick or his representative to complete all necessary permit reviews and sign all necessary documentation.

Due to the location of the fireworks at the airport, City staff is also requesting some additional items from the Commission related to crowd control. This includes the closure of West Lafayette from North Centerville Road to the intersection of Broadus Street from 8:00 p.m. until the end of the fireworks. This closure request will allow staff to better restrict access to airport property during the show.

Other requests include use of airport property for the fireworks display, and temporary no parking on North Centerville in the area around the airport starting Friday night.

Consent Agenda Motion:

AUTHORIZE Deputy Public Safety Director Andrew Strudwick or his designated representative to complete all necessary permit reviews and SIGN all necessary documents for a community fireworks display.

Consent Agenda Motion:

APPROVE the requests for the fireworks display as presented.

8E. Downtown Events Requests

The Sturgis Downtown Development Authority (DDA) will be holding several events in the downtown.

Movies in the Park

The DDA will be hosting “Movies in the Park” on Friday June 11th, Friday July 16th, Friday August 13th and Friday September 17th, 2021 each at 7:00 pm. This will be a free outdoor event with an outdoor movie screen on a flatbed movie truck. As part of these events, the DDA is requesting:

- Closure of North St. from U.S. 12 to John St. from 6:00pm-10:00pm on said event dates.
- Partial closure of Lot 4 near North St. with temporary no parking starting at Midnight and running until 10:00 pm.
- Use of barricades and trash barrels for the event.

Downtown Sturgis Grand Re-Opening

The DDA is collaborating with businesses and the Sturgis Media Group for what is being dubbed a “Grand Re-Opening” on Friday, June 18th. The event will include food trucks, musicians, extra business hours, and more. The DDA is requesting use of three parking spaces on US-12 for the food trucks at the event. The event will run from 5:00 pm to 9:00 pm.

Consent Agenda Motion:

APPROVE the requests for Movies in the Park on June 11th, July 16th, August 13th, and September 17th and the requests for the Downtown Sturgis Grand Re-Opening on June 18th as presented.

10. New Business

A. Sturgis Neighborhood Program Update and Purchase of Lot

Staff: Michael Hughes

Monica Smith of the Sturgis Neighborhood Program (SNP) will be attending the meeting to provide the Commission an update on their project at 126 S. Maple St. SNP partnered with the St. Joseph County Intermediate School District (ISD) CTE Consortium and Sturgis Public Schools (SPS) building trades to complete a new construction project on the site. The City had partnered with this group through sale of the vacant lot for the project.

As part of a celebration of the project, SNP will be hosting an open house at 126 S. Maple on Thursday June 24th from 3:00 pm to 7:00 pm. The open house will be available to the public and SNP is hoping to have a food truck at the event for visitors to purchase food. As such, they are requesting Commission approval of the event to waive fees for the food truck.

Lastly, SNP is looking to purchase another vacant lot for their next construction project with the CTE Consortium and SPS. SNP has identified 303 S. Fourth St. as a candidate for the project. This is one of several vacant lots that have not generated interest in the past from other property owners. Mimicking the terms of the 126 S. Maple agreement, SNP is proposing that the lot be transferred for \$1, with the City covering closing costs such as title insurance, recording fees, etc. in an amount not-to-exceed \$1,500. Any costs over and above this amount would be covered by SNP. A copy of the previous purchase agreement is included in your packet; a new purchase agreement for 303 S. Fourth St. will be completed by the City Attorney.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the request for the SNP open house as presented.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the sale of 303 S. Fourth St. to the Sturgis Neighborhood Program for one dollar (\$1.00) and covering closing costs in an amount not-to-exceed one thousand five hundred dollars (\$1,500.00) and AUTHORIZE City Manager Michael Hughes to sign all necessary documents.

Staff Recommendation:

APPROVE, APPROVE, and AUTHORIZE

Included in your packet:

1. Purchase Agreement for 126 S. Maple

10. New Business

B. Thurston Woods Park Improvements RFQ

Staff: Michael Hughes

The next step in the process to move forward with the Thurston Woods Park Improvements and Splash Pad project is the design of non-splash pad improvements. The Michigan Department of Natural Resource's Passport Grant Program requires that bidding of design services for the grant funded scope of work take place after any grant award. Therefore, I recommend proceeding with design of the remaining project scope of work to maintain the construction schedule goal of 2022.

Included in your packet is a proposed request for qualifications (RFQ) document for professional design services. The RFQ provides project background information, project approach, scope of work, timeline and the criteria for selection of a design firm.

I am recommending a review committee comprised of three City staff members and two City Commissioners be assigned to evaluate the RFQs received. The Qualifications Based Selection method for procurement of services does not initially include price as part of scoring. Once two firms are selected as qualified, they will then be invited to submit cost proposals based on percentage of project cost. At that point, the review committee will make a recommendation to the City Commission.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Request for Qualifications for the Thurston Woods Park Improvements design services.

Staff Recommendations:

APPROVE

Proposed Motion:

Move that the Sturgis City Commission APPOINT Commissioner _____ and Commissioner _____ to the Thurston Woods Park Improvements RFQ review committee.

Included in your packet:

1. Thurston Woods Park Improvements RFQ
2. Preliminary cost opinion
3. Preliminary project site plan
4. Splash Pad concept design

10. New Business

C. Doyle Restroom Renovation Bids

Staff: Daniel Root

The renovation of the men's locker room facilities at the Doyle Community Center has been planned and budgeted as part of the current fiscal year's capital improvement plan. Originally, the replacement of the lockers and the installation of new toilet/urinal partitions was the limit of the scope. As the design portion of the project was being discussed it was determined that the scope could be expanded to include integrated sink counters, paint, mirrors, and LED lights and would most likely come very close to the amount budgeted for the project. Bidders were also asked to provide two alternate prices to supply and replace all the existing toilets, urinals, and flush valves as well as provide and install new shower mixing valves.

Specified in the project plans are new lockers made of a phenolic plastic, phenolic partitions, and a solid surface integrated sink counter. Phenolic material is an industrial laminate product that in this case is comprised of paper impregnated with melamine resin that is layered and pressed together under high heat and pressure to produce a hard, dense sheet of phenolic plastic. The items and materials for this project were all specified because of the superior durability and quality. While they are not indestructible, they can withstand the harsh climate conditions and use that occur in a locker room facility and should provide a significantly longer life, thus protecting the investment in the project.

The project was advertised for bid locally on the City of Sturgis website, published in the Sturgis Journal, emailed to construction clearing houses (Builders Exchange and Dodge Data), and directly solicited to Frederick Construction and Brussee/Brady, Inc. One bid was received from Brussee/Brady in the amount of \$95,500.00 for the base bid, \$10,500.00 for Alternate 1 (toilets/urinals/flush valves) and \$9,400.00 for alternate 2 (shower mixing valves).

City staff is recommending approval of the base bid and both alternates, for a total cost of \$114,950.00. The inclusion of both alternates to the project would

complete a significant restoration of the facilities, giving the locker and restroom facilities new life. The design cost for the project, already completed, was \$5,200.00, bringing the total project cost as recommended to \$120,150.00. This same project scope for the women's locker room facilities has been included in the proposed capital improvement plan for the FY 2021-2022 draft budget.

The capital budget for FY 2020-2021 included \$75,000.00 for locker room renovations and \$15,000.00 for restroom partitions, for a total of \$90,000.00. The original total budget for all Doyle capital projects for FY 2020-2021 was \$223,000.00. Several projects were completed significantly under their original budgeted amounts and a current total for all capital projects in this fiscal year is \$214,684.00; this includes \$120,000.00 to cover the full cost of this project as recommended. This is a reduction of \$8,316.00 from the initial budget. A side-by-side comparison of the original capital plan and the current plan has been included in your packet. Due to these cost changes, no budget amendment for the project will be necessary

When reviewing the project, scope, and timeline with Brussee/Brady it was determined that if approved the project could most likely be completed by the end of the current fiscal year. Several items have extended lead times for production up to 12 weeks, but if given the approval to proceed Brussee/Brady will get started on the necessary shop drawings to expedite that process. They also stated that if the City chooses to remove the existing lockers for potential resale a savings of \$1,260.00 from the bid would be realized. It would then be possible to sell some of the existing lockers to recoup a portion of the project cost.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid of Brussee/Brady, Inc. for the Doyle Bathroom Renovation project with alternates 1 and 2 in the amount of one hundred and fourteen thousand, nine hundred and fifty dollars (\$114,950.00) as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Invitation to Bid (with layout)
2. Locker Information
3. Sink Information
4. Capital Budget Comparison

10. New Business

D. North Franks Crossing Agreement of Understanding

Staff: Michael Hughes

As part of the North Franks Avenue extension project connecting to Lafayette St., I have been working with Michigan Southern Railroad on an agreement to provide for crossing the railroad right of way. At the same time, I also began negotiating an agreement to allow use of railroad right-of-way for a hiking and biking trail consistent with the City's Non-Motorized Trailway Master Plan.

Included in your packet is a draft Agreement of Understanding for the North Franks Avenue crossing and a Trail License Agreement (TLA). I worked to negotiate the form of the TLA before initiating any design so that costs were not incurred until there was general agreement on the terms. As a result the TLA calls for certain key exhibits related to exact location and detailed design of the proposed trail and fencing be completed before execution by both parties.

In the meantime, we are proceeding with planning and design for the North Franks Avenue extension project which most likely will occur before completion of any trail planning and design. To accommodate this, the Railroad has agreed to execute an Agreement of Understanding which outlines the key elements of the TLA and agrees to allow the City to proceed with the crossing under the terms and conditions of the TLA. The Agreement also approves the TLA in concept pending completion of the Exhibits.

As you may know, under a previous agreement with the Railroad the City closed the crossing at Williams St. and would have been required to close a second crossing somewhere else in the City to create the new crossing at Franks Avenue. The Agreement of Understanding releases the City from the requirement to close a second, existing crossing.

Under the terms of the Agreement of Understanding and the TLA, the City will be responsible for the construction and ongoing maintenance of the crossing. The Railroad will remove the rail and ties east of the west boundary of N. Franks at the City's expense, estimated at \$7,500.00.

As mentioned above, the TLA also grants a non-exclusive license to the City to establish a hiking and biking trail in the railroad right-of-way. The City would pay an annual license fee of \$0.05 per sq. ft. of railroad right-of-way used for the trail and be responsible for all construction, maintenance, and repair of trail facilities. This includes the required construction of a fence.

As part of the Agreement of Understanding, the City will pay the annual license fee of \$0.05 per sq. ft. on the crossing area as defined in Exhibit 2 of the Agreement. This area is 8,221 sq. ft. for an annual license fee amount of \$411.05.

Staff is recommending approval of the Agreement of Understanding, which again, also agrees to the TLA in concept subject to approval of the Exhibits.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Agreement of Understanding between the City of Sturgis and Michigan Southern Railroad for the North Franks Crossing as presented.

Staff Recommendation:

APPROVE

Included in your packet:

1. Trail License Agreement
2. Agreement of Understanding

Noteworthy Meetings / Events

- DDA Promotion Committee Meeting | May 24th
- Chamber Board Meeting | May 25th
- United Way RadioThon | WBET | May 27th
- DDA Meeting | June 2nd
- Commission Budget Work Session | Sturges-Young | 5:30pm | June 2nd
- Exchange Club Meeting | June 3rd

Upcoming Events

- Summer Concert Series – Pierce | Sturges-Young | 7:30pm-9:30pm | June 4th
- Chamber of Commerce Spring Swing Golf Outing | Klinger Lake Country Club | 10:00am | June 11th
- Movies in the Park | North St. | 7:00pm-9:00pm | June 11th
- Summer Car Cruise-In | Downtown | 5:30pm-9:00pm | June 25th
- Phins Up Concert | Sturges-Young | 7:00pm | June 26th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, MAY 26, 2021
STURGES-YOUNG CENTER FOR THE ARTS

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 Pastor Larry Matro, Trinity Lutheran Church.

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, Public Safety Director, City Controller, City Engineer, Cemetery and Parks Superintendent, SYCA Director, City Clerk

Mayor Hile presented an Outstanding Community Service Award to Arlene Curnow, for her late husband Walter "Gene" Curnow.

City Controller Holly Keyser and Jeff Williams, Gabridge and Company, presented the 2019-2020 Fiscal Year Audit. Discussion followed.

Moved by Comm. Good and seconded by Comm. Bir to add discussion of the noxious weeds ordinance to the agenda.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Littman and seconded by Comm. Smith to approve the agenda as amended.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Littman and seconded by Comm. Klinger to approve the Consent Agenda of May 26, 2021 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from May 12, 2021 regular meeting as presented.

8B. Pay Bills

AUTHORIZE the payment of the City bills in the amount of \$1,429,451.28 as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Comm. Good and Comm. Bir expressed concern related to the growth of grass and noxious weeds around the City. City Manager Michael Hughes and Public Safety Director Ryan Banaszak provided a history and process of code enforcement for the ordinance. Discussion followed.

City Manager Michael Hughes and LifeCare President Steve Frisbee provided information on the current and proposed contract for ambulance services, issues with response time and staffing, and potential penalties. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Mullins to approve the Agreement to Operate Ambulance Service with LifeCare Ambulance as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Klinger and seconded by Comm. Mullins to approve the Third Amendment to St. Joseph County Ambulance Committee Inter-Governmental Agreement as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Klinger and seconded by Comm. Good to approve the request from LifeCare to waive response time penalties under the previous Ambulance Service Contract for October-December 2020 and January-March 2021 as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on the necessary wastewater collection system repairs identified in the 2020 Asset Management Plan. Discussion followed.

Moved by Comm. Klinger and seconded by Comm. Good to approve Task Order #99 with Fleis and VandenBrink Engineering, Inc. for Design and Bid Phase Services for the Fiscal Year 2021 and 2022 Sanitary Sewer Rehabilitation in the amount of thirty-three thousand, five hundred dollars (\$33,500.00) and authorize the City Manager to sign the Task Order on behalf of the City.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

SYCA Director Sheila Bolda provided information on a grant application to the Michigan Council for Arts and Cultural Affairs Capital Improvement Grant Program for projection upgrades in the auditorium and ballroom spaces of the Sturges-Young Center for the Arts.

Moved by Comm. Good and seconded by Comm. Klinger to approve submission of a grant application to the Michigan Council for Arts and Cultural Affairs Capital Improvement Grant Program for projection upgrades as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Manager Michael Hughes provided information on a new full time maintenance worker position in the Parks and Cemetery Department. Discussion followed.

Moved by Comm. Mullins and seconded by Comm. Bir to approve the addition of a full-time Parks and Cemetery Maintenance Worker position as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Clerk/Treasurer Kenneth Rhodes provided details on the annual volunteer board and committee appointments.

Moved by Comm. Good and seconded by Comm. Bir to reappoint Alan Carter and Michael VanMeter to the Airport Advisory Board.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Good and seconded by Comm. Klinger to reappoint Anita Ritter to the Sturges-Young Center for the Arts Board and advertise a vacancy for a position formerly held by Christopher Perkins.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Mullins and seconded by Comm. Klinger to reappoint Rob Falkenstein and Amanda Wickey to the DDA Board of Directors.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Klinger and seconded by Comm. Mullins to reappoint Craig Cassault, John Fisher, and Ed Habedank to the Doyle and Recreation Advisory Board.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Mullins and seconded by Comm. Smith to reappoint Vivian VanNest and appoint Comm. Good and Comm. Bir to the Parks and Cemetery Board, provided the City Charter and Code of Ordinances allow a City Commissioner to sit on this board.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Mullins and seconded by Comm. Klinger to reappoint Michael Caywood and Pete Stage and appoint Luis Perez to the Planning Commission.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Bir and seconded by Comm. Klinger to reappoint Georgia Austermann, Emily Landess, Allen Meyer, and Luis Perez to the Sister City Committee.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Smith and seconded by Comm. Mullins to reappoint Rob Falkenstein and Randall Jung to the Zoning Board of Appeals.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Klinger and seconded by Comm. Mullins to go into Closed Session to discuss the potential purchase of property and conduct a periodic personnel evaluation at the request of the employee.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Meeting recessed at 8:39 p.m.

Meeting reconvened at 9:26 p.m.

The meeting was adjourned at 9:27 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8B

Date	Check#	Vendor	Vendor Name	Amount
Manual Checks				
05-25-2021	239988M	06093	PEPSI BEVERAGES COMPANY	231.53
05-27-2021	239989M	06073	DENORA WATER TECHNOLOGIES	932.01
05-28-2021	239990M	04675	PATRICK ABSTRACT &	10,032.98
05-28-2021	PR0557M	00061	CITY OF STURGIS PAYROLL	284,702.29
05-17-2021	T13741M	04197	MI PUBLIC POWER AGENCY	254,377.65
05-24-2021	T13742M	04197	MI PUBLIC POWER AGENCY	182,467.26
05-20-2021	T13743M	06138	MUTUAL OF OMAHA INSURANCE CO	4,138.94
05-19-2021	T13744M	04088	BLUE CROSS BLUE SHIELD OF MI	19,017.05
05-26-2021	T13745M	04088	BLUE CROSS BLUE SHIELD OF MI	70,331.68
06-01-2021	T13746M	04291	HUNTINGTON NATIONAL BANK	3,064.69
06-01-2021	T13747M	04389	FRONTIER COMMUNICATIONS A	105.30
06-01-2021	T13748M	03770	MICHIGAN GAS UTILITIES	41.48
06-01-2021	T13749M	03770	MICHIGAN GAS UTILITIES	80.34
06-04-2021	T13750M	06121	GREENBAKER RENEWABLE ENERGY	134,476.26
06-04-2021	T13751M	00197	CITY OF STURGIS UTILITIES	12,356.57
06-04-2021	T13752M	03770	MICHIGAN GAS UTILITIES	908.11
06-04-2021	T13753M	03770	MICHIGAN GAS UTILITIES	72.43
06-07-2021	T13754M	03770	MICHIGAN GAS UTILITIES	41.89
06-07-2021	T13755M	03770	MICHIGAN GAS UTILITIES	354.57
06-10-2021	T13756M	04421	AT&T MOBILITY	756.04
06-12-2021	T13757M	00197	CITY OF STURGIS UTILITIES	11,963.14
06-14-2021	T13758M	04389	FRONTIER COMMUNICATIONS A	26.33
06-14-2021	T13759M	04389	FRONTIER COMMUNICATIONS A	67.33
06-14-2021	T13760M	04389	FRONTIER COMMUNICATIONS A	145.98
06-14-2021	T13761M	04389	FRONTIER COMMUNICATIONS A	50.92
06-14-2021	T13762M	04389	FRONTIER COMMUNICATIONS A	55.93
06-14-2021	T13763M	04389	FRONTIER COMMUNICATIONS A	169.82
06-20-2021	T13764M	00197	CITY OF STURGIS UTILITIES	8,470.93
05-31-2021	T13765M	04197	MI PUBLIC POWER AGENCY	185,818.19
05-27-2021	T13766M	05892	PAYCOR	321.67
05-28-2021	T13767M	05875	ALERUS FINANCIAL/MERS-STIPEND	900.00
05-28-2021	T13768M	05875	ALERUS FINANCIAL/MERS-STIPEND	900.00
05-15-2021	T13769M	05875	ALERUS FINANCIAL/MERS-STIPEND	900.00
06-01-2021	T13770M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
06-01-2021	T13771M	04088	BLUE CROSS BLUE SHIELD OF MI	30,142.36
06-14-2021	T13772M	03770	MICHIGAN GAS UTILITIES	196.65
06-14-2021	T13773M	03770	MICHIGAN GAS UTILITIES	41.53
06-14-2021	T13774M	04389	FRONTIER COMMUNICATIONS A	53.28
06-14-2021	T13775M	04389	FRONTIER COMMUNICATIONS A	193.19
06-15-2021	T13776M	03770	MICHIGAN GAS UTILITIES	777.80
06-15-2021	T13777M	03770	MICHIGAN GAS UTILITIES	120.04
06-11-2021	T13778M	00512	CAMOCO FUEL SYSTEM	9,577.34
06-12-2021	T13779M	02909	CHARTER COMMUNICATIONS	585.84
06-15-2021	T13780M	04389	FRONTIER COMMUNICATIONS A	609.74
06-17-2021	T13781M	03770	MICHIGAN GAS UTILITIES	168.88
06-18-2021	T13782M	04389	FRONTIER COMMUNICATIONS A	226.23
06-18-2021	T13783M	04389	FRONTIER COMMUNICATIONS A	212.43
06-18-2021	T13784M	03770	MICHIGAN GAS UTILITIES	97.18
06-18-2021	T13785M	03770	MICHIGAN GAS UTILITIES	305.43
06-18-2021	T13786M	03770	MICHIGAN GAS UTILITIES	745.01
06-18-2021	T13787M	03770	MICHIGAN GAS UTILITIES	41.24
06-20-2021	T13788M	00197	CITY OF STURGIS UTILITIES	4,086.10
06-23-2021	T13789M	04389	FRONTIER COMMUNICATIONS A	53.63
06-26-2021	T13790M	00197	CITY OF STURGIS UTILITIES	2,793.11
06-26-2021	T13791M	00197	CITY OF STURGIS UTILITIES	23.92
05-28-2021	T13792M	00062	CITY OF STURGIS-EMPLOYEE INS	60,576.90
05-28-2021	T13793M	04294	CITY OF STURGIS-BASIC/SBT	154.00
05-28-2021	T13794M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,262.34
05-28-2021	T13795M	00065	DOYLE MEMBERSHIP TRANSFER	2,212.33
05-28-2021	T13796M	00063	CITY OF STURGIS TAX TRANSFER	16,356.62
05-28-2021	T13797M	05123	COMERICA BANK-INST TRUST SERV	27,427.95
05-28-2021	T13798M	03229	CITY OF STURGIS-WORKERS COMP	2,527.89
05-28-2021	T13799M	00064	INTL CITY MGMT ASSOC RETR CORP	5,930.14
05-24-2021	T13800M	03173	FIFTH THIRD BANK	11,521.35

Automatic Checks				
06-09-2021	239991	00110	A & K PRINTING & POOLS	130.00
06-09-2021	239992	05707	ADRIAN ENVIRONMENTAL LLC	1,666.00
06-09-2021	239993	00814	AIS CONSTRUCTION EQUIPMENT COR	145.58
06-09-2021	239994	00296	ALEX M AND KARI K CHASE	31.73
06-09-2021	239995	05634	ALICE GIEBER	15.00
06-09-2021	239996	00002	ALL-PHASE ELECTRIC SUPPLY	707.56
06-09-2021	239997	06119	AMAZON.COM SALES INC	1,671.47
06-09-2021	239998	05634	AMBER L & TRISTAN LEMUNYON	100.00
06-09-2021	239999	01847	AMY REBECCA FROST	1,073.51
06-09-2021	240000	03576	ARROW SERVICES INC	67.55
06-09-2021	240001	05640	BECKETT & RAEDER	693.75
06-09-2021	240002	06117	BENITA ANN LEWIS	75.00
06-09-2021	240003	00072	BIRD, SCHESKE, REED & BEEMER,	7,395.00
06-09-2021	240004	02749	HARLAN BLOOD	15.00

06-09-2021	240005	00132	BOFA INC	566.76
06-09-2021	240006	00006	BOLAND TIRE INC	1,832.84
06-09-2021	240007	00296	BRIAN C SAYLOR	51.19
06-09-2021	240008	05634	BRUCE SUMMEY	80.00
06-09-2021	240009	00315	CENTURYLINK	84.06
06-09-2021	240010	00001	CREATIVE MICROSYSTEMS INC	6,106.00
06-09-2021	240011	04859	COFESSCO FIRE PROTECTION LLC	194.10
06-09-2021	240012	05887	CONTRACT LAND STAFF LLC	3,227.57
06-09-2021	240013	06065	COOPER'S TRENCHING INC	3,900.00
06-09-2021	240014	05108	CORRIGAN OIL CO	1,280.70
06-09-2021	240015	05863	COTTINS DO IT BEST HARDWARE	277.67
06-09-2021	240016	05634	DAVID TOM	65.00
06-09-2021	240017	02005	DELL MARKETING LP	2,697.67
06-09-2021	240018	05634	DIANNA AND THOMAS KUWAMOTO	65.00
06-09-2021	240019	05165	DR LAB SERVICES LLC	850.00
06-09-2021	240020	00364	CAROL DUSTIN	200.00
06-09-2021	240021	00166	ELHORN ENGINEERING CO	970.00
06-09-2021	240022	00769	EMERGENCY VEHICLE PRODUCTS INC	350.00
06-09-2021	240023	04955	ENVIRO-CLEAN	3,255.58
06-09-2021	240024	06123	EVE FITNESS LLC	180.00
06-09-2021	240025	05490	FERGUSON WATERWORKS #3386	2,585.00
06-09-2021	240026	02145	FIRE SUPPRESSION PRODUCTS	130.00
06-09-2021	240027	04988	FIRST IMPRESSIONS	2,915.00
06-09-2021	240028	00013	FISHBECK THOMPSON	34,513.66
06-09-2021	240029	00460	FITNESS THINGS INC	727.32
06-09-2021	240030	00776	FLEIS & VANDENBRINK	45,079.55
06-09-2021	240031	04389	FRONTIER COMMUNICATIONS A	3,289.04
06-09-2021	240032	02082	GECKO SECURITY LLC	9,556.00
06-09-2021	240033	02483	GRACE CONSULTING INC	750.00
06-09-2021	240034	00183	W W GRAINGER INC	53.38
06-09-2021	240035	03806	GREAT LAKES PEST CONTROL	180.00
06-09-2021	240036	04243	GRP ENGINEERING INC	495.00
06-09-2021	240037	04348	HAGADORN MECHANICAL SERVICES	3,333.14
06-09-2021	240038	04469	JASON HARPER	96.00
06-09-2021	240039	06137	HARTER & SONS CRITTER CONTROL	640.00
06-09-2021	240040	04922	HUTSON ASSESSING INC	4,653.00
06-09-2021	240041	03515	HYDROCORP	1,732.00
06-09-2021	240042	05522	INTERSTATE BATTERIES-GREAT LKS	381.84
06-09-2021	240043	05634	JAMES BROWNE	65.00
06-09-2021	240044	00296	JENNIFER GROSENBAKER	80.52
06-09-2021	240045	05634	JIM HUDSON	30.00
06-09-2021	240046	04523	JOHN SCHURING JR GREENHOUSES	2,048.80
06-09-2021	240047	00020	KENDRICK STATIONERS INC	508.17
06-09-2021	240048	01615	KENNEDY INDUSTRIES INC.	1,100.00
06-09-2021	240049	04498	KIRSCH INDUSTRIAL PARK LLC	33,978.41
06-09-2021	240050	04666	PAUL KRICK	100.00
06-09-2021	240051	00216	LAWSON PRODUCTS INC	260.96
06-09-2021	240052	00394	LAWSON-FISHER ASSOCIATES PC	11,317.07
06-09-2021	240053	03256	LIMA ELEVATOR COMPANY INC	346.25
06-09-2021	240054	00220	LITHO PRINTERS INC	750.96
06-09-2021	240055	00023	LONESPRUCE	65.98
06-09-2021	240056	02876	RAMON LUGO	350.00
06-09-2021	240057	06148	MARK COBURN	48.00
06-09-2021	240058	00635	MCMASTER-CARR SUPPLY COMPANY	1,313.91
06-09-2021	240059	05945	MED SAFETY PLUS LLC	117.88
06-09-2021	240060	00583	MICHAEL LONG	153.60
06-09-2021	240061	05634	MICHELLE WILEY	30.00
06-09-2021	240062	04817	MICHIANA RECYCLING AND	958.81
06-09-2021	240063	01078	STATE OF MICHIGAN	52.00
06-09-2021	240064	05121	MICKEY'S LINEN	529.81
06-09-2021	240065	05821	MIDWEST FIRE PROTECTION CO INC	54.00
06-09-2021	240066	05634	MIKE LYTLE	65.00
06-09-2021	240067	04014	MILLERS SALES & SERVICE	202.98
06-09-2021	240068	04825	MML WORKERS COMP FUND	114,620.00
06-09-2021	240069	06069	NAPA AUTO PARTS	589.23
06-09-2021	240070	01445	OWENS PRODUCTS INC	275.00
06-09-2021	240071	05634	PATRICIA BURLEW	30.00
06-09-2021	240072	05527	MARGARET M PERECH	120.00
06-09-2021	240073	02365	G PERSING INC	3,283.20
06-09-2021	240074	05634	PHIL KELLOGG	15.00
06-09-2021	240075	05042	PLANT GROWTH MANAGEMENT SYSTEM	15,957.97
06-09-2021	240076	00033	POSTNET POSTAL & BUSINESS	206.37
06-09-2021	240077	00485	POWER LINE SUPPLY	9,099.75
06-09-2021	240078	00031	POWER SYSTEM ENGINEERING INC.	4,165.00
06-09-2021	240079	03091	PRIME QUALITY ELECTRIC LLC	2,069.76
06-09-2021	240080	01656	KOORSEN FIRE & SECURITY INC	6,971.30
06-09-2021	240081	04481	PROF SPORTS SPECIFIC TRAINING	1,170.00
06-09-2021	240082	04251	RAI JETS LLC	1,260.00
06-09-2021	240083	00035	RESCO	2,240.00
06-09-2021	240084	06038	REVOLUTION HEALTH, P.C.	130.00
06-09-2021	240085	05634	RONALD ZIMMERMAN	65.00
06-09-2021	240086	05379	S & S INDUSTRIAL SUPPLY	203.25
06-09-2021	240087	00296	SHANTEL CARVER	47.61
06-09-2021	240088	00296	SHAREENA AND DEREK MOSHORE	47.39
06-09-2021	240089	05395	SITEONE LANDSCAPE SUPPLY LLC	717.52
06-09-2021	240090	05518	SNAP-ON INDUSTRIAL	437.25

06-09-2021	240091	00707	SPORTSARAMA INC	39.00
06-09-2021	240092	02179	SPRINT	90.00
06-09-2021	240093	00488	STATE SYSTEMS RADIO INC	99.00
06-09-2021	240094	05634	STEVEN R AND SANDRA L HORN	15.00
06-09-2021	240095	05634	STEVEN SABLE	65.00
06-09-2021	240096	00291	STURGIS JOURNAL	803.70
06-09-2021	240097	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
06-09-2021	240098	03897	SYN-TECH SYSTEMS INC	550.00
06-09-2021	240099	05682	ROBERT TAYLOR	60.00
06-09-2021	240100	00047	CITY OF THREE RIVERS	420.00
06-09-2021	240101	05634	TIM AND KAMELA PETERSON	65.00
06-09-2021	240102	01791	TITANIUM SOLUTIONS INC	550.00
06-09-2021	240103	05686	TRI-STATE SECURITY LKSMITH LLC	15.00
06-09-2021	240104	05895	USA SOFTBALL OF MICHIGAN	200.00
06-09-2021	240105	06147	WAYNE DUCHARME	48.00
06-09-2021	240106	00964	WEST SHORE COMPANIES INC	2,257.00
06-09-2021	240107	02948	WITMER PUBLIC SAFETY GROUP INC	154.95
06-09-2021	240108	06107	YEOMAN, TALIA	270.00
06-09-2021	D01686	04066	BORDEN WASTE-AWAY SERVICE INC	6,396.46
06-09-2021	D01687	00077	CARQUEST AUTO PARTS	16.72
06-09-2021	D01688	02983	CINTAS LOCATION #351	1,017.37
06-09-2021	D01689	03922	MARANA GROUP	1,967.14
06-09-2021	D01690	01080	NYE UNIFORM CO	380.15
06-09-2021	D01691	03944	PRAXAIR DISTRIBUTION INC	586.53
Manual Total				\$1,369,958.18
Automatic Total				\$390,479.28
Grand Total				\$1,760,437.46

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 05/23/2021
PR0557M PAYROLL DATE 05/28/2021

GENERAL	\$142,087.66
MAJOR STREET	7,687.17
LOCAL STREET	7,140.53
CEMETERY	9,782.73
DDA	899.00
AIRPORT	923.25
BUILDING	2,617.41
STURGES-YOUNG CENTER FOR THE ARTS	7,593.38
RECREATION	2,355.16
DOYLE RECREATION CENTER	6,059.68
ELECTRIC	65,786.44
SEWER	14,136.46
WATER	14,581.58
MOTOR VEHICLE	3,051.84
Payroll Sub-Total	\$284,702.29

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into between the CITY OF STURGIS ("Seller"), and STURGIS NEIGHBORHOOD PROGRAM ("Purchaser").

Recitals: Seller wishes to sell the residential real estate, including all buildings and improvements to the real estate known as "126 Maple Street, Sturgis, Michigan," Tax Parcel ID Number 75-052-100-021-00 (the "Premises") and Purchaser desires to purchase the Premises.

Therefore, the parties agree as follows:

1. General. Seller shall sell the Premises to Purchaser and Purchaser shall purchase the Premises from Seller. (Hereafter, the purchase and sale of the Premises is referred to as the "Transaction.")
2. Purchase Price. Purchaser shall pay Seller the total purchase price of **\$1.00**.
3. Time and Place of Closing. The closing of the Transaction shall be held on or before **September 25, 2020** at 10:00 AM, at 227 W. Chicago Rd., Sturgis, Michigan 49091. The date and location of the closing may be changed by written agreement of the parties.
4. Closing Procedure. After Purchaser pays the entire purchase price by wire money transfer, bank money order or other payment method acceptable to Seller, Seller shall deliver to Purchaser a good and sufficient Warranty Deed in proper form to be recorded, conveying to Purchaser marketable title in the Premises, free of all encumbrances other than easements, restrictions, and other matters of record. The legal description for the Warranty Deed shall reflect whatever legal description is set forth on the title insurance commitment, unless either party in good faith objects to same.
5. Title Insurance. Seller shall provide Purchaser with a commitment for a policy of owner's title insurance with standard exceptions, issued by a title insurance company authorized to do business in Michigan, insuring the title of the Real Estate to Purchaser in the full amount of the purchase price, effective the date of closing. At or prior to the closing, Seller shall comply with any requirements imposed by the title insurance company as conditions precedent to the issuance of the final owner's title insurance policy, certified to the date of closing, and Seller shall also deliver, either to Purchaser or to the title insurance company, payment in full for the owner's title insurance premium. It shall be the responsibility of Purchaser to notify the title insurance company to issue the final owner's title policy. It shall be Purchaser's duty to arrange and pay for needed or desired mortgage title insurance. If Purchaser objects to any item of title set forth on the commitment, it shall give written notice to Seller of same. Seller shall have 30 days to satisfy the objections. If Seller fails to do so, Purchaser may rescind this Agreement. If Purchaser proceeds to closing regardless, then Purchaser agrees to accept title subject to all such items in the commitment, including the unsatisfied objections.

6. Possession. Possession of the Premises shall be delivered to Purchaser at closing, unless otherwise specifically agreed in writing by the parties.

7. Expenses. Each party shall be responsible for paying the following expenses as indicated:

Michigan State and County Transfer Taxes, if any	Seller
Owner's Title Insurance Premium with Standard Exceptions	Seller
Additional Premium for Endorsements for Owner's Title Insurance, if any	Purchaser
Cost of Recording Discharge of Existing Mortgage	N/A
Closing Fee Charged by Title Company Closing Agent	Seller and Purchaser equally
Seller's Attorney Fees, if any	Seller
Purchaser's Attorney Fees, if any	Purchaser
Brokerage Commissions Incurred by Seller, if any	Seller
Brokerage Commissions Incurred by Purchaser, if any	Purchaser
Recording Fee for Warranty Deed	Purchaser
All Costs Associated with or Incidental to Purchaser's Financing (points, document preparation fees, mortgage recording fees, etc.), if any	Purchaser
Survey, if any	Purchaser
Well and Septic Inspection	Seller
Other Inspections	Purchaser
Real Estate Taxes and Special Assessments	Prorated: see below

Real estate taxes for the current year shall be prorated between the parties on a calendar year basis as of the date of closing, such proration to be based upon the most recent ascertainable taxes in the event that the amount of taxes for the current year cannot be determined at the time of closing. For purposes of proration, taxes shall be deemed to be paid in arrears. Seller further agrees to pay all past due real estate taxes and all installments of special assessments currently owed, if any, and Purchaser shall pay all future installments of special assessments, if any.

Notwithstanding the foregoing, Seller shall pay up to \$1,500.00 worth of closing costs that would otherwise be Purchaser's responsibility under the foregoing.

8. Right of Inspection. Purchaser acknowledges that it has inspected the Premises and that the Premises are satisfactory to Purchaser as they now exist.

9. Condition of Premises. Except as otherwise warranted or represented by Seller in this Agreement, Purchaser acknowledges that it is purchasing the Premises "as is", and that Seller is not making, nor is Purchaser relying upon, any warranty or representation whatsoever concerning the condition or habitability of the Premises or the condition or

operability of any component part of any such building or structure (including the roof and the electrical, plumbing, heating, ventilating and air conditioning systems), nor does Seller warrant the condition, operability or availability for use of any well or septic system installed on the Premises or the compliance of either with applicable health or environmental laws or regulations. Purchaser acknowledges that the willingness of Purchaser to accept the property in an "as is" condition has been reflected in the sale price.

10. Delivery of Premises. Seller shall deliver the Premises to Purchaser in the same condition in which they now exist, reasonable wear and tear excepted, and all risk of loss or damage to the Premises prior to the closing shall be borne by Seller. Unless specifically provided otherwise in this Agreement, all buildings, structures and improvements which are permanently attached to the Premises shall be considered to be part of the Premises, and title and all other rights to said buildings, structures and improvements shall pass to Purchaser upon closing.

11. Fixtures. All fixtures installed on or about the Premises shall become the property of Purchaser.

12. Failure to Tender Marketable Title. If Seller cannot deliver a marketable title upon notice of any defect in the title by Purchaser, Seller shall be given a reasonable time to cure said defect. If said defect is not cured, then, at the option of Purchaser, Purchaser may rescind this Agreement. The term "marketable title" shall mean title that vests fee simple title in Purchaser, subject to no easements or other encumbrances that interfere with Purchaser's contemplated use of the Premises or that a reasonable buyer would object to.

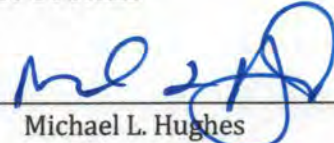
13. Entire Agreement. The parties acknowledge that this Agreement represents the entire Agreement between them and that all prior negotiations and representations, whether written or oral, are contained in this Agreement. Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The parties have executed this Agreement on the dates set forth below.

Dated: September 16, 2020

CITY OF STURGIS

By: 
Michael L. Hughes
City Manager

Dated: September 16th 2020

STURGIS NEIGHBORHOOD PROGRAM

By: 
Monica Smith
Executive Director

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B



REQUEST FOR QUALIFICATIONS PROFESSIONAL DESIGN SERVICES

To: Professional Design Firms

From: City of Sturgis, Michigan

Re: Thurston Woods Park Improvements

Date: June 2021

INTRODUCTION

The City of Sturgis, Michigan is seeking Statements of Qualifications for professional design services to assist the City with design, bid and construction phase inspection services for The Thurston Woods Park Improvements.

PROJECT SUMMARY

In February of 2021, the Sturgis City Commission authorized City staff to proceed with developing a site location and preliminary design concept 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 was 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 with community members, City staff and City Commissioners attending. 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.

SITE LOCATION

Based on the group discussion and other community input Thurston Woods Park was 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 pedestrian 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 35 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 pedestrian 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

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 provided 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 Summary

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

More due diligence is required to properly proceed with this project both in terms of site planning and cost estimating.

PROJECT APPROACH

While the City of Sturgis reserves the right to modify or change the project approach, the current plan is to use the selected design firm for the parking lot and drive improvements, storm water detention, public restrooms, sidewalks, and utilities. The design firm will also assist in developing bid documents for selecting a firm to design and construct the splash pad.

PROJECT TIMELINE

- Project Design Completion – December 17, 2021
- Project Bidding – February 28, 2022
- Project Construction – May 2022

STATEMENT OF QUALIFICATIONS

Your statement of qualifications should be submitted in the following format:

1. Name and history of the firm; address, telephone number, and email address of the firm and its officers.
2. Name of the person that will be in charge of this project. Resumes of key personnel assigned to this project, including name, type of formal education and training, type of professional licenses, number of years of applicable professional experience on similar projects, and description of professional experience.
3. Provide description of your Project Approach relative to services needed for this project. Address your firm's technical understanding of the project.
4. A brief narrative as to the firm's abilities and qualifications related to this project.
5. A description of similar projects designed by your firm; include date, owner, contact person and phone number, description of project and overall project cost.
6. Identify any subconsultants you intend to use on the project and the services they will provide.
7. A project timeline with milestones for the proposed project.
8. A list of references.

Five (5) copies of your Statement of Qualifications should be forwarded to the following address no later than July 12th, 2021, by 4:00 PM local time. All envelopes should clearly be marked "Statement of Qualifications – "Thurston Woods Park Improvements."

Ken Rhodes, City Clerk
City of Sturgis
130 N. Nottawa
Sturgis, Michigan 49091

Any hand delivered envelopes should be delivered to the City Clerk's office located at the address above.

SCORING OF THE QUALIFICATIONS

The City of Sturgis is using the Qualifications Based Selection (QBS) method of procurement for this project. ***Please do not include your proposed fees at this time.***

Statements of Qualifications submitted will be evaluated using the following criteria:

1. Experience of the organization and its personnel relevant to the Scope of Services to be provided and complexity of the project. (Rank 1-5, Weight = 10)
2. Approach to the project for the engineering services to be provided. (Rank 1-5, Weight = 10)
3. Past record of performance on contracts, including quality of work, timeliness and cost control. (Rank 1-5, Weight = 10)
4. Familiarity of the organization with the area, this type of project and problems applicable to the project. (Rank 1-5, Weight = 10)

SELECTION PROCESS

The City of Sturgis will select a firm for professional design services on the project using a two-tier process. All RFQ submissions deemed responsive will be reviewed by a five-person committee composed of City of Sturgis staff members and two City Commissioners. Submissions will be checked against the required qualifications; those submissions will then be scored.

The City will endeavor to select no more than two design firms based on this process. Design firms will be selected based on total score.

The selected design firms will then be invited to submit a cost proposal for the project in the form of percentage of construction for both design and construction inspection services. Following submittal and review, a design firm will be selected by the committee, a contract for professional services will be negotiated by City staff and

recommended by the selection committee to the Sturgis City Commission to carry out the professional design services for the project.

ATTACHMENTS

Preliminary Site Plan
Preliminary Cost Estimate
Splash Pad Design Concept

CITY CONTACT PERSON(S)

All questions regarding the project should be addressed to:

Michael L. Hughes
City Manager
130 N. Nottawa Avenue
Sturgis, Michigan 49091
Phone 269-659-7223

E-mail address: mhughes@sturgismi.gov

MARCH 19, 2021

SPLASH PAD CONCEPT PLAN

Sturgis, Michigan

Preliminary Opinion of Construction Cost - Option A

Prepared by VIRIDIS Design Group



Item	Quantity	Unit	Unit Price	Total
General Site Work				
Erosion Control	1	LS	\$3,000.00	\$3,000
Pavement Removal	1,555	SY	\$10.00	\$15,550
Topsoil Stripping (assumes 6 inches)	700	CY	\$10.00	\$7,000
Earthwork	1,700	CY	\$8.00	\$13,600
Asphalt Paving	3,025	SY	\$35.00	\$105,875
Concrete Paving	6,165	SF	\$6.00	\$36,990
Prefab 4 Stall Unisex Restroom Building	1	EA	\$150,000.00	\$150,000
Storm Infrastructure	1	LS	\$20,000.00	\$20,000
Finish Grading	4,000	SY	\$1.00	\$4,000.00
Lawn Restoration	35,000	SF	\$0.20	\$7,000.00
Picnic tables	2	EA	\$2,000.00	\$4,000
Benches	2	EA	\$1,500.00	\$3,000
Trash Receptacles	2	EA	\$1,000.00	\$2,000
Landscaping	1	LS	Allowance	\$5,000
SUBTOTAL				\$377,015

Construction Contingency (10%) \$37,702

Contractor General Conditions (8%) \$30,161

TOTAL CONSTRUCTION COST \$444,878

Estimated Preliminary Allowances (to be determined during design):

Site Survey \$5,000

Geo technical \$5,000

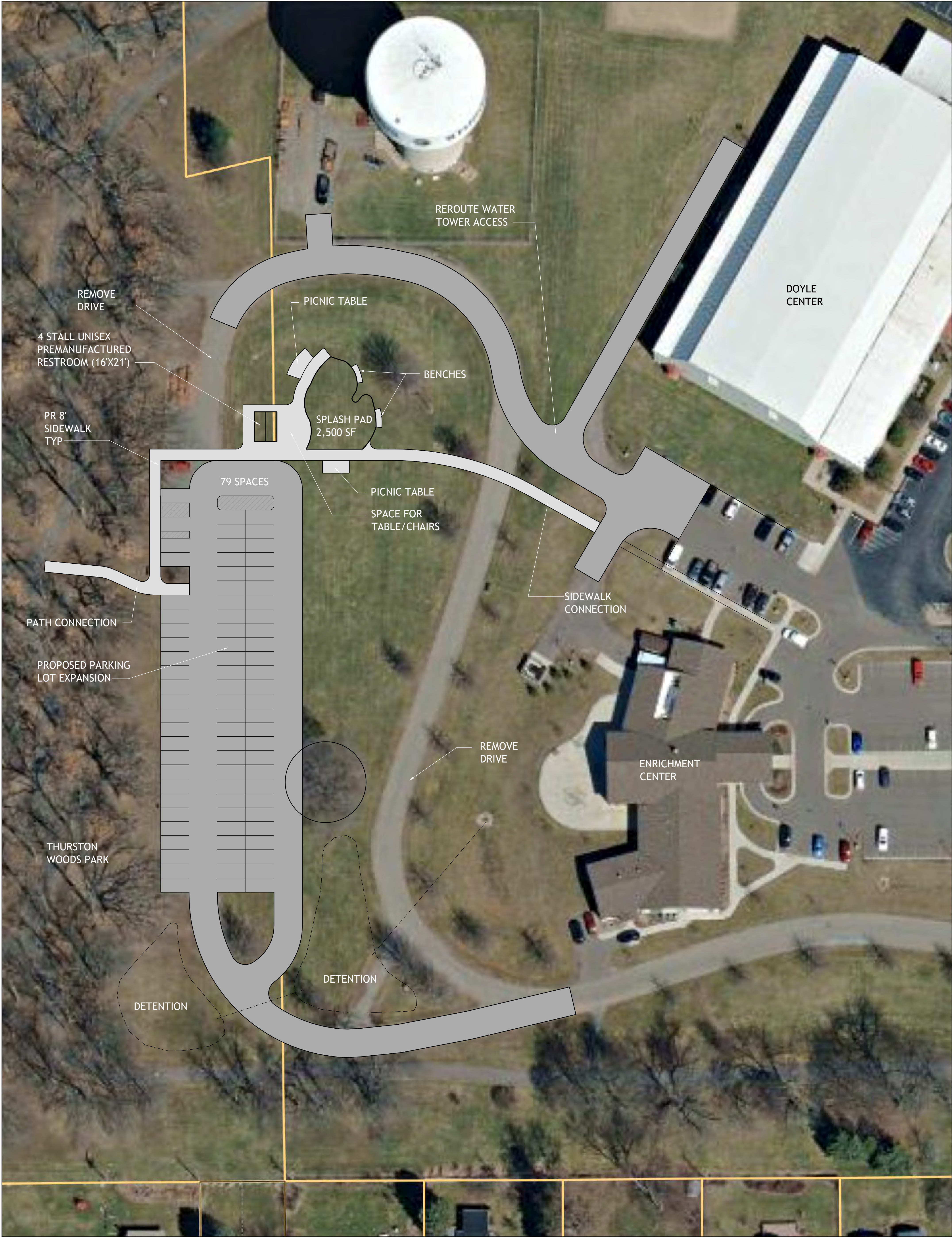
Design Fees (8%) \$30,161

Construction testing \$5,000

Permit Allowance \$2,000

Note: Cost Opinion based on concept plan and assumes storm sewer connection is available. Water distribution and sanitary sewer are not included

PROJECT TOTAL \$492,039

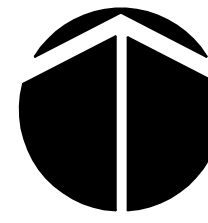
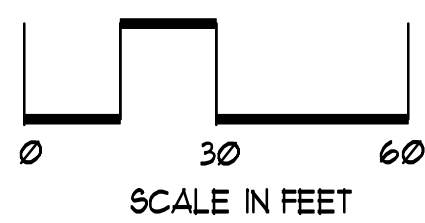


SPLASH PAD MASTER PLAN

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@virdg.com



Water moves us

We understand how every drop, stream, and splash shapes the world around us. By harnessing the transformative power of water, Vortex creates play experiences for children to develop, communities to flourish, and businesses to thrive. We exist to leave an impact—one that lasts long after families are dried off.



8,000

Projects
worldwide

50

Countries
served

100+

Awards
& honors

Why choose Vortex?

Our diverse expertise

To foster a rich understanding of your unique needs, our design team draws its talent from many disciplines. Engineers, creative designers, childhood development specialists, and water choreography experts tackle new projects from all exciting angles. Our multidisciplinary approach oversees countless variables including water management, accessibility, and (most importantly) play.

Our superior quality

Every Vortex project is engineered on-site to ensure the highest quality and safety standards. We use stainless and galvanized steel sourced from North America and are vertically integrated for maximum quality control. Manufactured and tested in our Montreal headquarters, products are designed to last and require little maintenance.

Our boots on the ground

We put a lot of stock into local representation. Every collaboration begins by getting to know the families you're servicing and thinking creatively about how we can help them grow. We ensure that no matter where you're situated, our customer service and expert guidance come equipped with an intuitive understanding of what sets your facility apart.



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



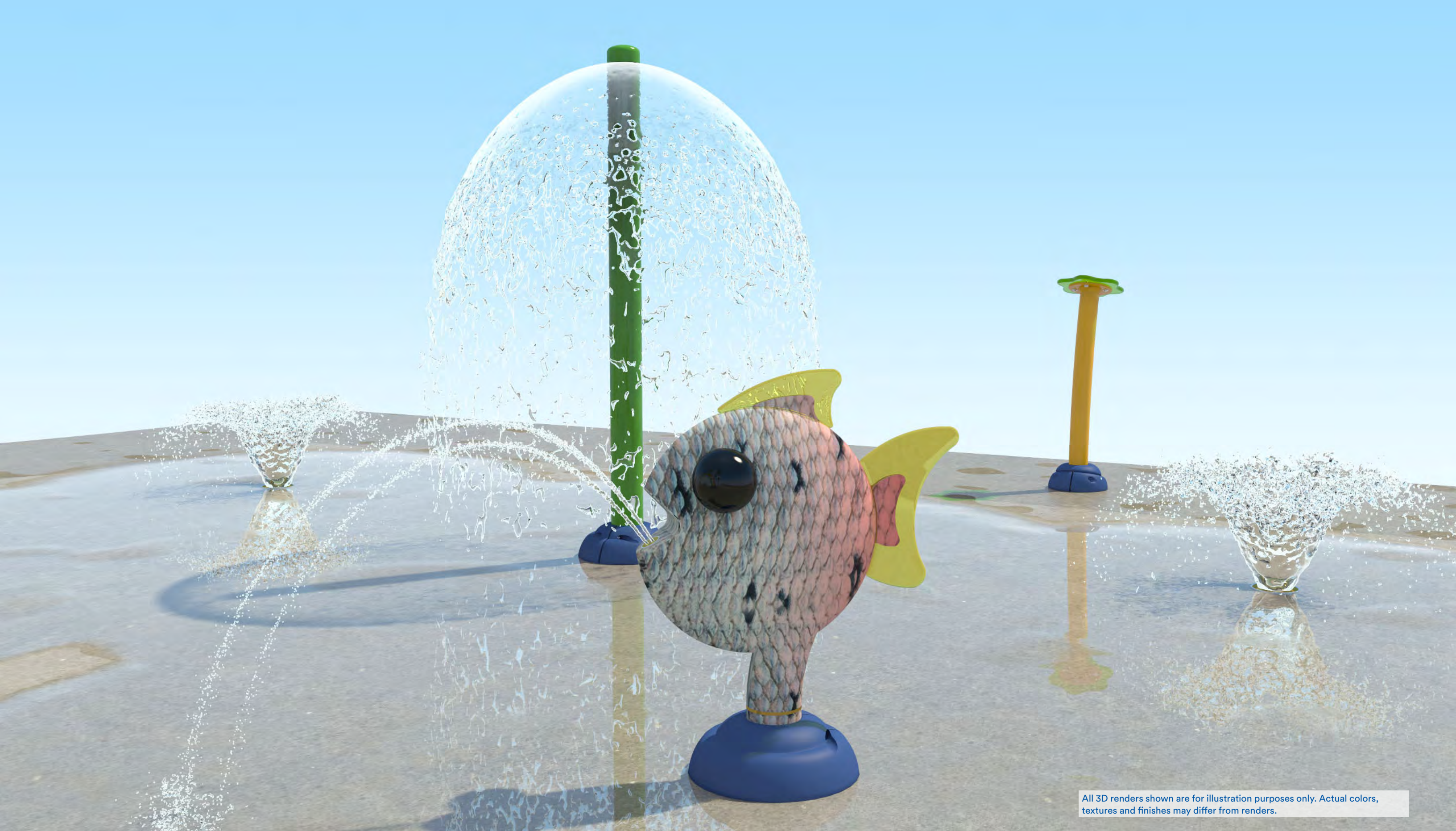
All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



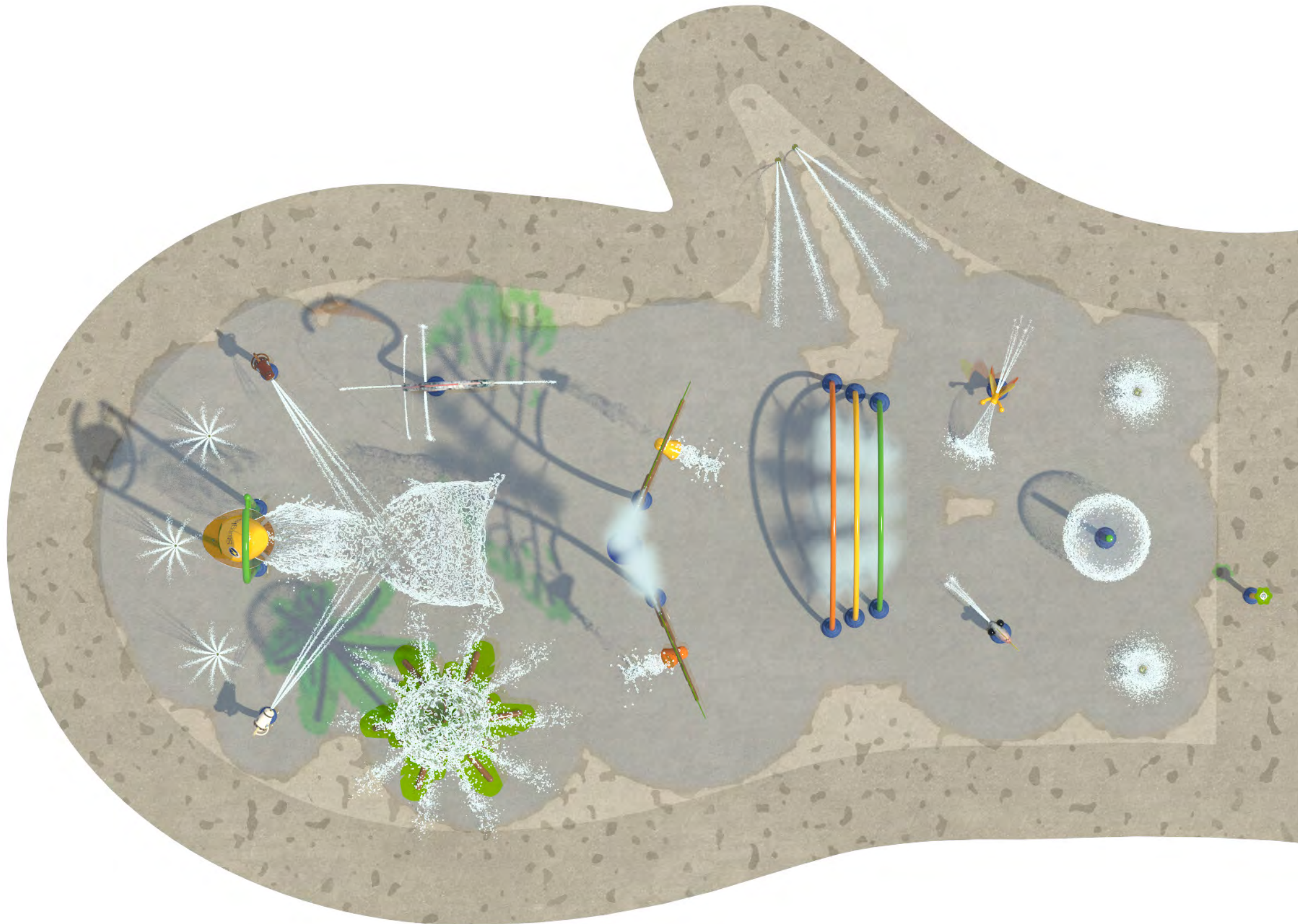
All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



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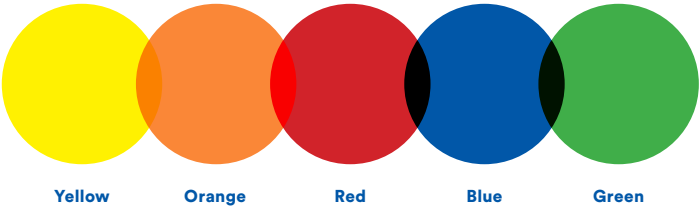
Vortex Colors

Steel and Fiberglass



* Polished stainless steel is only available on select products. An additional fee will apply.
** An additional fee may apply on fiberglass applications.

SeeFlow™



Orbs

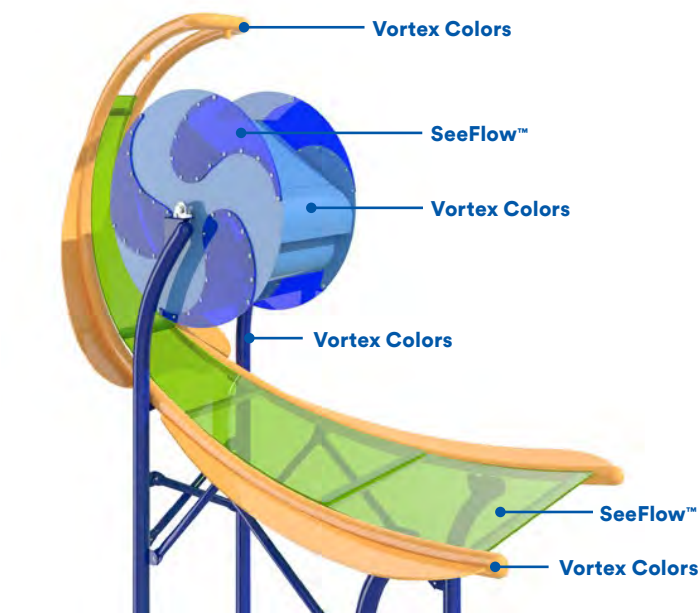


Accessories

Available in Vortex Blue (as shown)



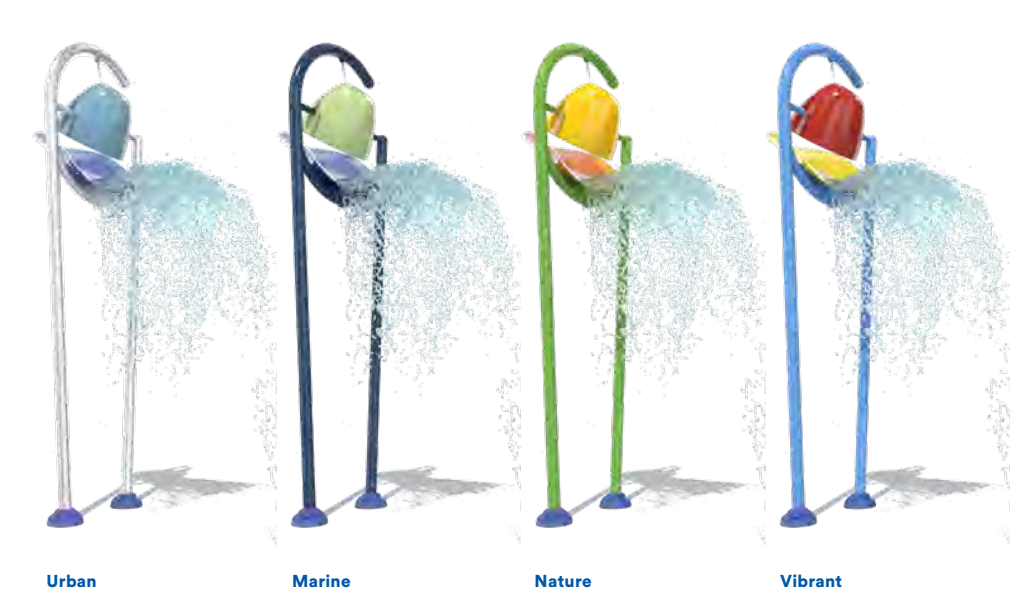
Superwave



Supersplash



Twinsplash





vortex-intl.com

Vortex Aquatic Structures International

info@vortex-intl.com

1.877.586.7839 (USA & Canada)

+1.514.694.3868 (International)

© 2019 Vortex Aquatic Structures International

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

INVITATION TO BID and BID
for
Men's Locker Room Renovations
Doyle Community Center

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 Men's Locker Room Renovations at the City of Sturgis, City Manager's Office, 130 N. Nottawa Street, Sturgis, Michigan 49091 until Monday May 17, 2021, 4p.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. A pre-bid on-site meeting will not be required but a site visit is strongly recommended.
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, June 9, 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 complete the Men's Locker Room Renovations as specified or indicated on or before September 30, 2021.
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.
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 and Alternates noted on drawing, attachment A. Please bid accordingly.
8. *Insurance is generally not needed for procurement bids.*

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, or would like to schedule a site visit they may contact Dan Root – Facilities Manager droot@sturgismi.gov or (269) 659-7238

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

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

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

Alternate Bid Toilets/Urinals/Flush Valves/Installation \$ _____

Alternate Bid Shower Panel Mixing Valves/Installation \$ _____

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.

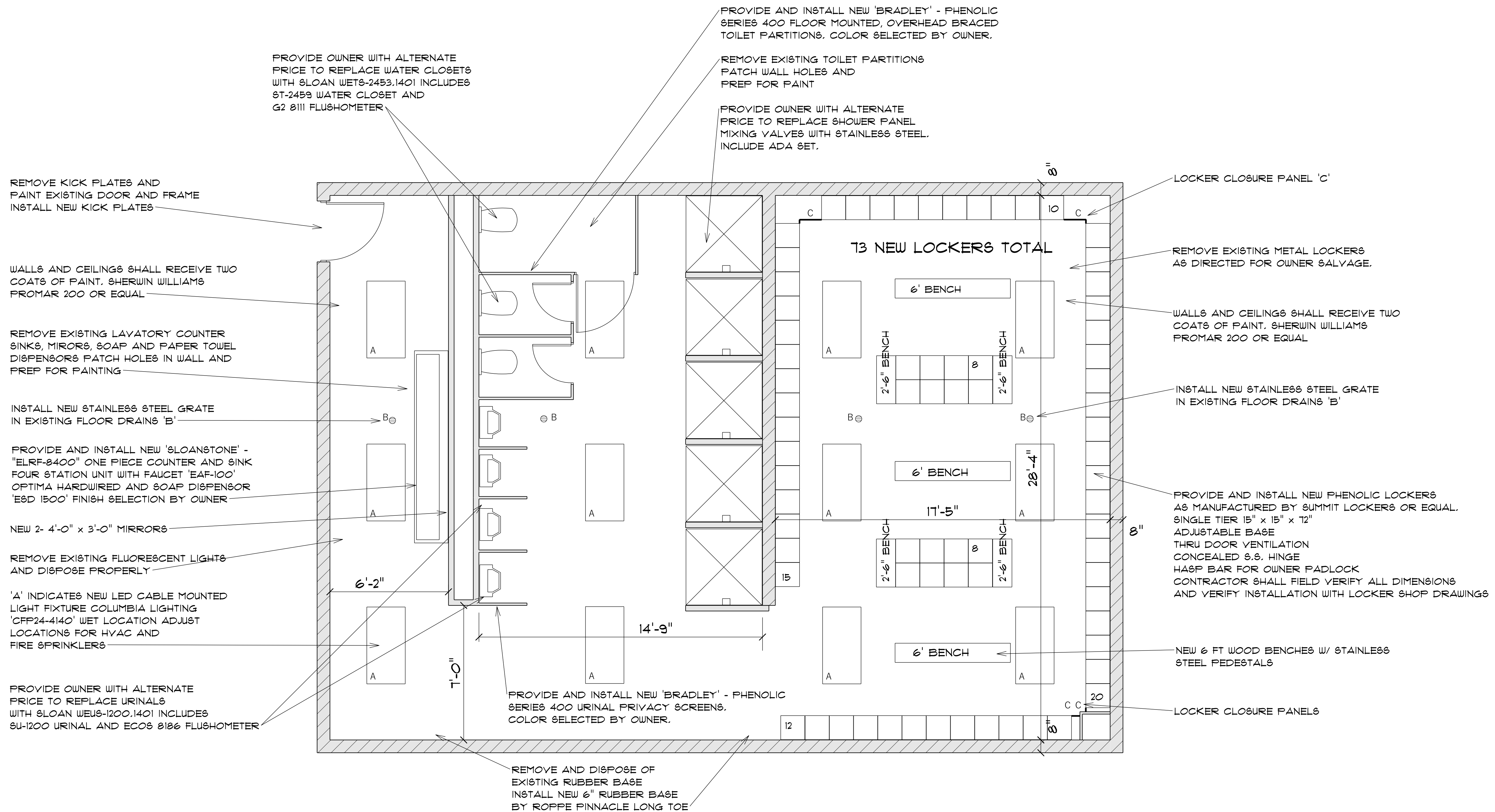
Insert the following at the bottom of each page on which the Bidder enters information except the first page and this signature page:

Bidder (Firm or Corporation Name)

Exhibit A
Specifications for Men's Locker Room Renovations
Bids to be received by Monday May 31, 2024, 4p.m EST

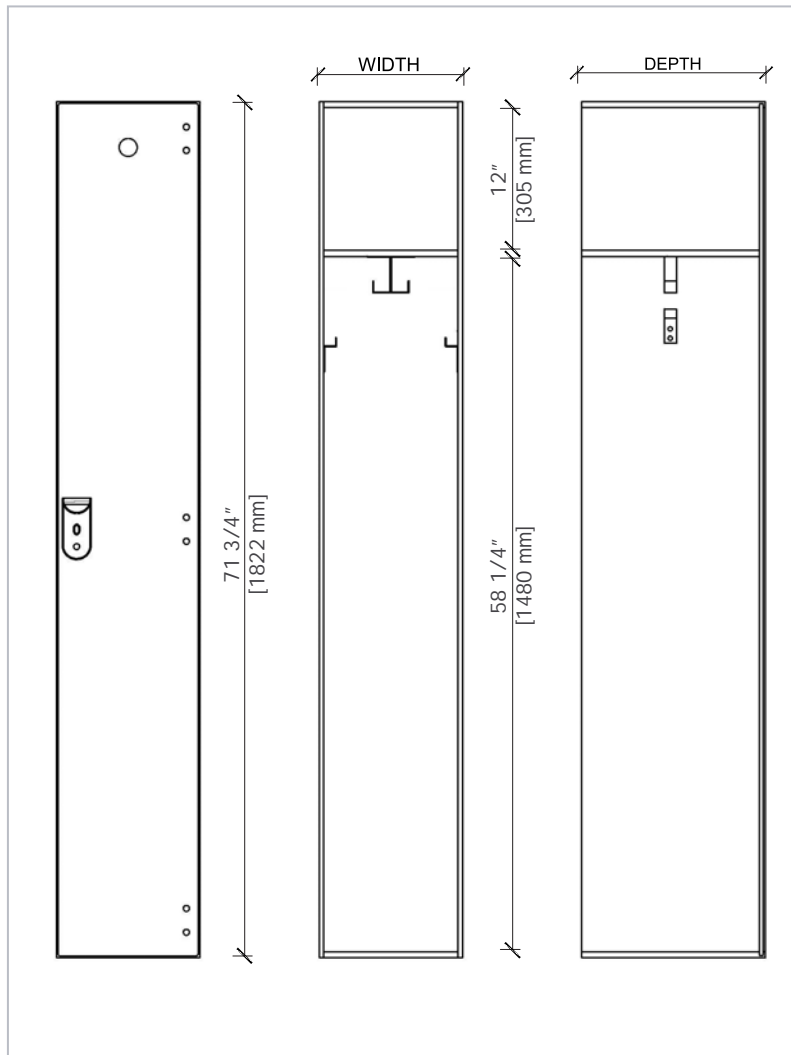
See Attached Plans

As needed, include requirements for compliance with OSHA & MI OSHA.



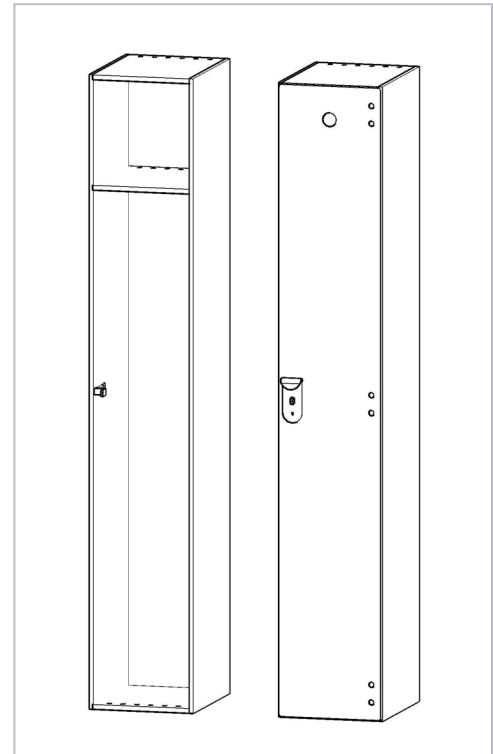
FIRST FLOOR MEN'S LOCKER ROOM

SCALE: 3/8" = 1'-0"



STANDARD SIZES

HEIGHT	WIDTH	DEPTH
59-3/4" (1509 mm)	12" (305 mm)	12" (305mm)
71-3/4" (1822 mm)	15" (381 mm)	15" (381 mm)
	18" (457 mm)	18" (457 mm)
		24" (610 mm)



INDIVIDUAL UNIT/FRAME

Side panels 3/8" (10 mm) Thick, Tops & Bottoms 1/2" (13 mm) Thick, Shelves 1/2" (13 mm) Thick, Back 1/4" (6 mm) Thick, Hasp 10 gauge Stainless Steel. Door hinge 5 Knuckle Stainless Door 1/2" (13 mm) Thick. Stainless Steel hasp plate and handle. Recessed Stainless Steel number disc. Doors available in 1/2" (13mm) or 3/8" (10mm).

Interior: Vent holes located in Top, Bottom and all Shelves. Two single prong side hooks per door opening. One two prong ceiling mounted hook per door opening.

*Hooks are included standard in 1,2 & Z Tier locker types.

500+ COLOR PATTERNS AVAILABLE FROM TRESPA® & ARPA COLLECTIONS

View the complete color collections:
www.spectrumlockers.com/color/

STYLISH COLLECTION

Made with aesthetically pleasing colors and finishes, and with the ability to customize your orders, Spectrum produces the market’s #1 choice for modern high-end lockers. Made with phenolic, our lockers are ideal for where areas of high traffic can occur, such as schools, fitness centres, hospitals, arenas, first responder stations, pools, spas, and aquatic centers.

Spectrum phenolic lockers are your absolute best product choice for aesthetics and durability. Our lockers are made from Trespa®, a phenolic material composed of a homogeneous resin core, integrated with a closed cell decorative finish on the outside surface. The GREENGUARD certified, fire rated materials are available in a vast array of solid colors, metallics, and wood grains, which is a dream come true for Designers, Architects, Engineers, and Property Owners.



7-DAY QUICK SHIP PROGRAM*

- Up to 10 lockers (2 tier, 71-3/4” H x 12” W x 15” D)
- Ships 7 business days after order approval; no extra charge
- In our 10 most specified colors with standard black core

14-DAY QUICK SHIP PROGRAM*

- Up to 10 lockers (all standard sizes)
- Ships 14 business days after order approval; no extra charge
- In our 10 most specified colors with standard black core

STANDARD SIZES

HEIGHT	WIDTH	DEPTH
59-3/4" (1509 mm)	12" (305 mm)	12" (305 mm)
71-3/4" (1822 mm)	15" (381 mm)	15" (381 mm)
	18" (457 mm)	20" (508 mm)
		24" (610 mm)

ADDITIONAL RESOURCES

Visit spectrumlockers.com to request color samples, quotes, specifications, Revit files, installation instructions, and much more.

* FOR MORE INFORMATION ON SPECTRUM LOCKER’S EXPRESS DELIVERY VISIT [SPECTRUMLOCKERS.COM/EXPRESS-DELIVERY](https://spectrumlockers.com/express-delivery)

Phenolic is an ideal material and solution for areas of high traffic, and where vandalism and moisture can occur.

Spectrum lockers are constructed of 3/8” (10mm) thick sides, 1/2” (13mm) thick tops, bottoms and shelves. 1/4” (6mm) thick backs and 1/2” (13mm) or 3/8” (10mm) thick doors. We feature 1, 2, 3, 4, 5, 6, and Z tier locker options.

While we offer these standard configurations, Spectrum always accepts requests for custom orders. Spectrum lockers follow standard sizes and cater to any custom specification that a project may require.

CUSTOMIZED DESIGN

Spectrum phenolic lockers are constructed from high quality Trespa® panels. Due to phenolic’s versatility, Spectrum products can be placed in a variety of environments, as they do not delaminate or warp from damp, cold, or hot conditions.

Spectrum phenolic lockers also feature a scratch and wear resistant surface, are mold resistant, fire safe, and impact resistant. With their solid core material, you can rest assured that your lockers will always look and perform like new.

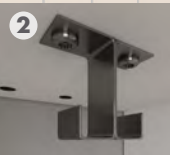
500+ COLORS AVAILABLE



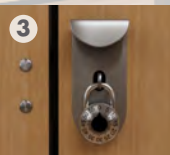
To view the most current available color options visit spectrumlockers.com/product-category/color-samples



SIDE SINGLE PRONG HOOK
Stainless steel 1” wide single prong hook, mounted with tamper proof fasteners. Brings Spectrum’s outer style to the interior.



TWO PRONG HOOK
Stainless steel 1” wide two prong hooks are rigid enough to handle the abuse where other materials fail. Continues the overall style of Spectrum’s premium stainless steel hardware. Mounted with tamper proof fasteners.



HASP LOCK
Designed in house, this stainless steel handle has an elegant appearance and considers the challenges of barrier free design. It is our standard hasp system for the application of a user’s own lock.

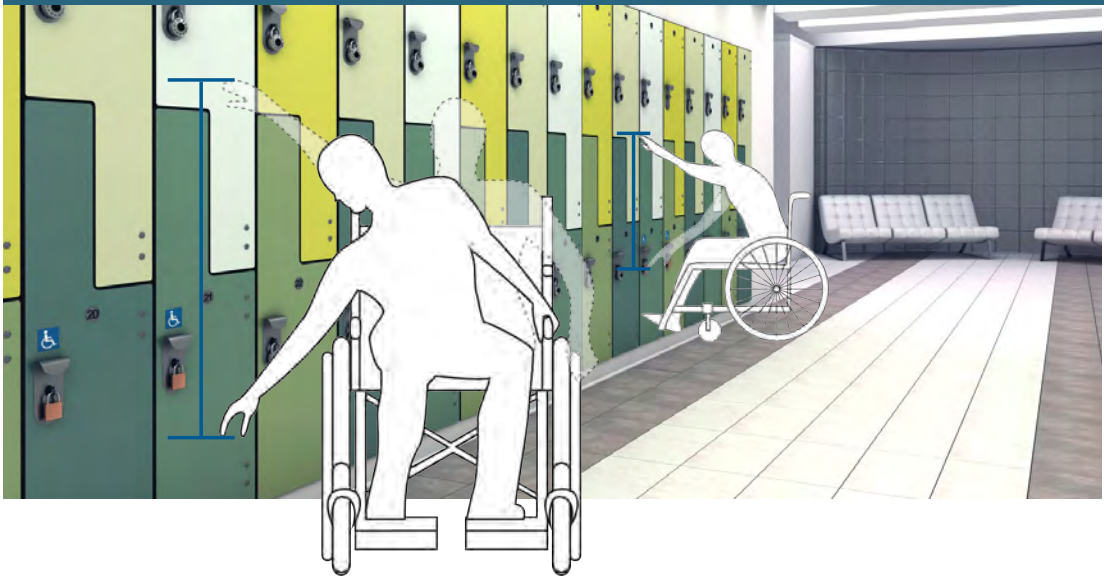


BENCH
Aluminum frames are powder coated black, with phenolic tops, available in the same colors as our lockers. Choose from floor anchored pedestal (shown), H-frame, wall mounted, or integrated bench frame system.

COMPLETE ROOM SYSTEM

Spectrum lockers are packaged with complementary heavy-duty hardware of a high-end finish, satisfying both form and function.

Accessibility in Mind



CLEAR FLOOR SPACE AND REACH

When designing lockers for an accessible area it is ideal to consider the motion and reach of the occupants and the type of environment these lockers will be in. Consider where shelves are located and how deep they are, in order to access all components of the locker.

ACCESSIBLE LOCKER HARDWARE

Hardware that requires simultaneous hand and finger movements require greater dexterity and coordination, is not recommended. We offer handles that are operable with one hand and do not require tight pinching, grasping, or twisting of the wrist.



Shown: SloanStone® ELRF-84000 Round Front Sink in SloanStone Matrix White with angled enclosure in stainless steel shown with Combination ESD-1501 (Optima® EAF-150-ISM Faucet and Sloan® ESD-1500 Soap Dispenser), Sloan® XLERATOR® EHD-501 Hand Dryer.

DESCRIPTION

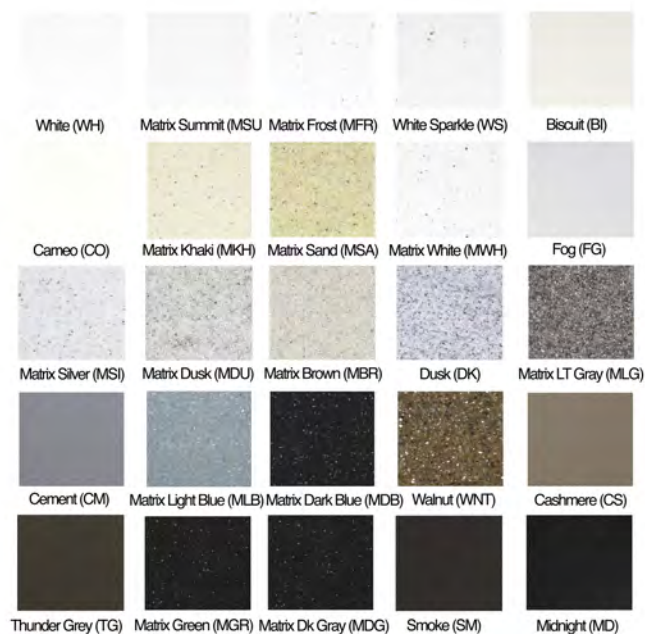
SloanStone® 4-Station Wall-Mounted Round Front Sink.



DETAILS

- Material: SloanStone
- Height: 127" (3,226mm)
- Width: 120" (3,048mm)

FEATURES

- Single molded basin
- Basin rim angles gently into a point creating a modern look
- Deck mounted faucets or point-of-use sensor operation
- Easily reparable and non-porous
- 25 Color Options
- Available with angle bracket or angled stainless enclosure

COLORS**SUGGESTED FAUCETS**

Name	Description
	EAF-100 View more info
	EAF-150 View more info

**COMPLIANCES & CERTIFICATIONS**

(cUPC Certified)

RECOMMENDED SPECIFICATION

SloanStone Series Sink model no. ELRF 8X000 Gradient Style Sink. Product to be molded using SloanStone solid surface. Sloan automated sensor faucet. Sloan sensor operated foam soap dispenser. Sink design to be ADA compliant and IAPMO certified. Supplied with either angle brackets or enclosure.

DOWNLOADS

- [ELRF-80000 Installation Instructions](#)
- [ELRF-80000 Series Repair and Maintenance Guide](#)
- [Additional Downloads](#)

NOTES

All information contained within this document subject to change without notice.

Looking for other variations of the ELRF-84000 product? [View the general spec sheet with all options.](#)


[Find a compatible faucet](#) for this sink.

[Find a matching soap dispenser](#) for this sink.

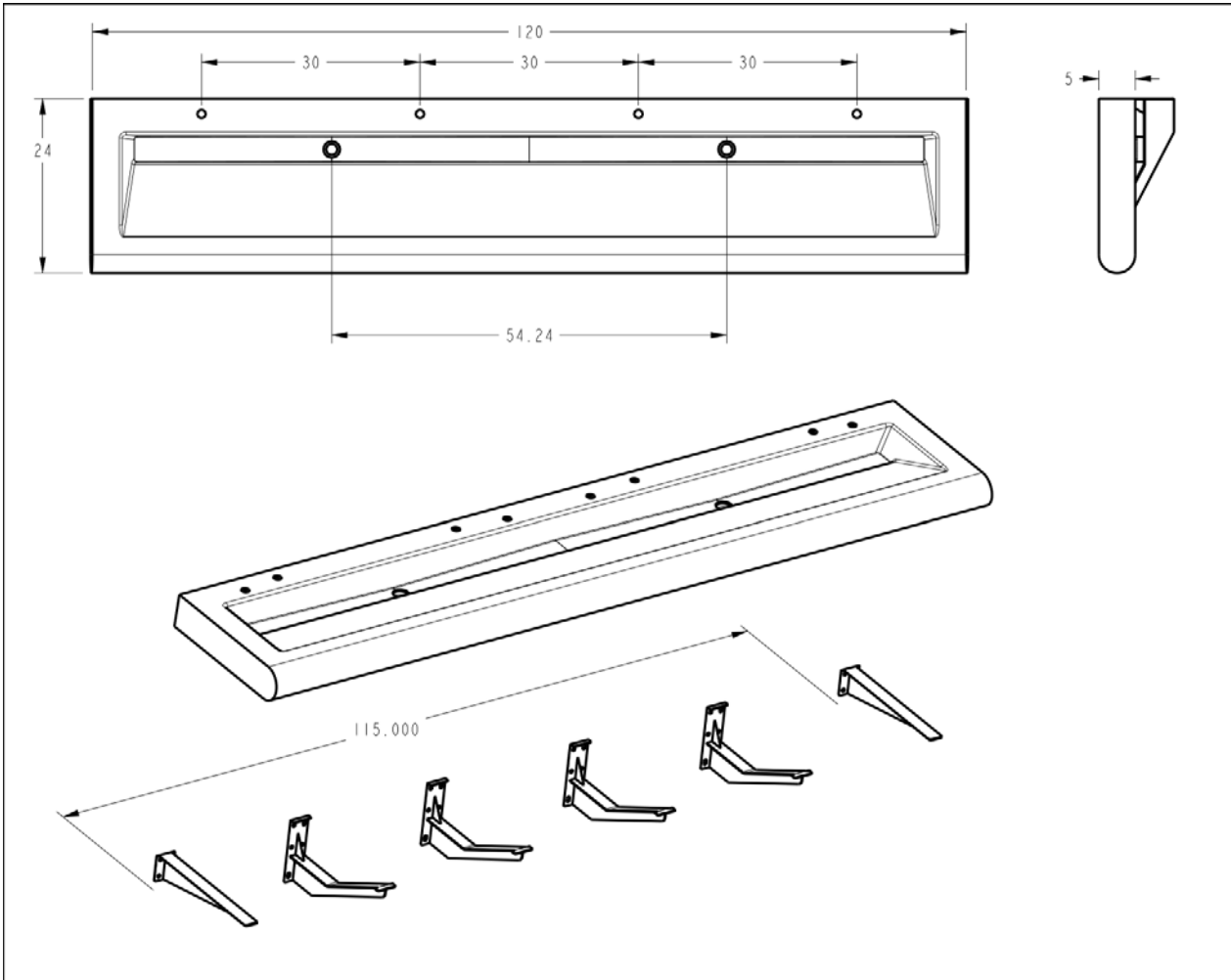
Sloan 10500 Seymour Ave, Franklin Park, IL 60131

Phone: 800.982.5839 • Fax: 800.447.8329 • sloan.com

SUGGESTED SOAP DISPENSERS

Name	Description
 ESD-1500	View more info

ROUGH-IN



Capital and Extraordinary Expenses FY 2020-2021

Fund 265 - Doyle

	Original	Budget / Actual*	Notes
<i>Locker Room Renovation</i>	\$ 75,000	\$ 120,000	Reflects project as recommended
Boiler	\$ 35,000	\$ 16,078	
HVAC Control	\$ 30,000	\$ 30,606	
Reception Area	\$ 16,000	\$ -	
Restrooms Partitions	\$ 15,000	\$ -	Included in Locker Room Renovation
Weight Room Equipment	\$ 12,000	\$ 12,000	
Misc Fitness Equipment	\$ 10,000	\$ 5,000	
Software Upgrade	\$ 10,000	\$ 5,000	
Security Cameras	\$ 7,000	\$ 6,000	
Carpeting/Flooring	\$ 7,000	\$ -	Pushed to FY 22
Furnaces/Air Conditioner	\$ 6,000	\$ 20,000	
TOTAL	\$ 223,000	\$ 214,684	

* Reflects completed project costs and budget revisions to-date

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

EXHIBIT 1
TRAIL LICENSE AGREEMENT

between

Michigan Southern Railroad, Co.

and

City of Sturgis

THIS TRAIL LICENSE AGREEMENT ("**Agreement**") is made and entered into as of the ____ day of _____, 2021 ("**Effective Date**") by and between Michigan Southern Railroad Co., a foreign Corporation, whose address is 5619 DTC Parkway, Suite 650, Greenwood Village, Colorado 80111 ("**Railroad**") and the City of Sturgis, whose address is 130 N. Nottawa, Sturgis, Michigan 49091 ("**City**").

WHEREAS, Railroad, is the owner of a tract or tracts of land being more particularly shown on the plan attached hereto and made a part hereof as Exhibit "A" located in the City of Sturgis, Michigan ("**Premises**"); and

WHEREAS, City desires to establish a hiking and biking trail ("**Trail**") for recreational use by the general public through and over the surface of the Premises, and Railroad is willing to grant a non-exclusive license to City for such Trail purposes.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

- 1. Licensed Premises.** The Premises to be licensed comprises ____ square feet in the City of Sturgis, Michigan, as depicted on Exhibit A attached hereto and incorporated herein.
- 2. Trail Use.** The Premises shall be used by the City only for purposes of a Trail and shall not be available for use by motorized vehicles other than powered vehicles for persons with disabilities or motorized vehicles used by City to construct and maintain the Trail, by law enforcement and emergency vehicles or Railroad vehicles, and at all times so as not to interfere with Railroad's use, operation and maintenance of its property.
- 3. Crossing.** City shall be permitted to build a railroad crossing at N. Franks Ave ("**Crossing**") at City's expense. Railroad shall provide and maintain emergency notification signs, as required by the Federal Railroad Administration. Construction and ongoing maintenance of the crossing, including but not limited to any traffic control signs, shall be at the expense of the City. In addition, Railroad shall pick up the rail and ties east of the west boundary of N. Franks Ave. at City's expense, estimated at \$7500.00. Railroad hereby releases City from the obligation to close a second grade crossing as provided in Paragraph 7 of the Settlement Agreement dated March 18, 2009 and recorded March 19, 2009 In Liber 1521, Page 327, of the records of the Register of Deeds for St. Joseph County, Michigan.

4. Rights Reserved by Railroad.

(a) Railroad, for itself and its successors and assigns, reserves all rights to enter into, amend, manage, cancel or otherwise alter, and retain any proceeds of, any and all existing or future easements, leases, licenses or other agreements for the installation, operation, use (whether longitudinal or perpendicular) or maintenance of utility facilities, billboards or other fixtures and their support structures on, over or under the Premises, including but not limited to, fiber optic cables, communications or information transmission systems, or utility pipelines, wire lines or other service facilities (collectively referred to as "Facilities"), whether such Facilities are requested by City or a third party. City shall assure that its use of the Premises shall not interfere with the rights reserved by Railroad. Except in emergency situations, Railroad shall give City thirty (30) days' notice of any plans to install new Facilities on the Premises and an opportunity to review the site location plans for such facilities.

(b) Railroad reserves to itself, its employees, agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with City's use of the Premises or as needed in emergency situations.

5. Construction, Maintenance & Repair.

(a) The Trail shall be located, constructed and maintained in reasonable accordance with said construction plans and for the purposes as outlined on Exhibit B. No material departure shall be made at any time therefrom except upon permission in writing granted by the Railroad.

(b) City shall build and maintain a fence in accordance with the specifications set forth on Exhibit C.

(c) The work of constructing, maintaining and repairing the Trail shall be done under such general conditions as will be satisfactory to and approved by the Railroad, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad.

(d) City, at its own cost and expense, shall, when performing any work in connection with the Trail, shall furnish any necessary inspectors, flaggers or watchmen to see that people, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(e) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem inspectors, flaggers or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or City's during the work of construction, maintenance or repair of the Trail, the Railroad shall have the right to place such inspectors, flaggers or watchmen at the sole risk, cost and expense of City, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish inspectors, flaggers or watchmen by the Railroad, however, shall not release the City from any and all other liabilities assumed by the City under the terms of this Agreement.

(f) City shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein.

(g) City shall be fully responsible fully responsible for maintenance, repair, improvement and safe condition of the Premises to the extent all or a portion of the Premises is intended for use as a Trail, including clearing or removing of trees, shrubs, plants, ice, snow or debris from the Premises as needed for use as a Trail. City shall maintain, repair or improve the Premises and all ancillary structures or improvements, at City's sole risk, cost and expense, and shall not permit the use of the Premises for any unlawful purposes, maintain any nuisance, permit any waste or use the Premises in any way that creates a hazard to persons or property.

(h) City shall not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation, tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, operation, repair, maintenance, replacement or removal of any improvements related to the Trail (collectively, "Liens or Encumbrances") to be established or remain against the Premises or any other property of Railroad. In the event that any property becomes subject to any Lien or Encumbrance, City agrees to pay, discharge, remove, or bond over the same within thirty (30) days of City's receipt of notice that such Lien or Encumbrance has been recorded, filed or docketed against such Railroad property; provided, however, that if City provides a bond or other security acceptable to Railroad for the payment and removal of such Lien or Encumbrance, City shall have the right to challenge, at its sole expense, the validity and/or enforceability of any such Lien or Encumbrance.

6. License Fee. City shall pay an annual license fee of \$0.05 (5 cents) per square foot for the term of this Agreement, beginning on the Effective Date. The annual license fee shall be adjusted annually (beginning with the payment due _____, 2022) and shall be changed by the same percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100) specified for "All Items – United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). In no event shall the rent be less than the base rent payable as of the Effective Date of this Agreement.

The current base rent payable shall be changed in accordance with the following:

- (a) The current base rent shall be adjusted annually, commencing January 1, 20____.
- (b) Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment ("Current Price Index").
- (c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price Index for the full calendar month of the effective date of this License ("Base Price Index").
- (d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.

(e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section.

In the event the Index shall hereafter be converted to a different standard of reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula, or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by Railroad. Railroad shall provide prior notice to City of all increases in rent and, upon request from City, shall provide the calculation used to determine the current base rent.

7. Term. The term of the Agreement shall be 20 years from the Effective Date, unless terminated as provided herein.

City is hereby granted the option of renewing this Agreement for One (1) additional term of twenty (20) years. City may exercise the renewal option by providing written notice to Railroad at least Thirty (30) days prior to the expiration of the term of this Agreement.

8. Condition and Title to Premises.

(a) The Premises licensed hereunder is licensed "AS IS, WHERE IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, MERCHANTABILITY, HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(b) City acknowledges that Railroad occupies, uses and possesses lands, right-of-way and rail corridors under all forms and qualities of ownership rights or facts. Accordingly, nothing in this License shall act as or be deemed to act as any warranty, guaranty or representation of the quality or quantity of Railroad's title in and to any particular portion of the Premises occupied, used or enjoyed in any manner by City under any rights created in this Agreement and the rights granted to City hereunder to not extend beyond such right, title or interest as Railroad may have in and to the Premises. It is expressly understood that Railroad does not warrant title to any portion of the Premises, and City hereby accepts the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights or interests in and to the Premises, and all leases, licenses and easements or other interests previously granted to or reserved by others therein.

(c) City agrees it shall not have hereby completely and absolutely waives its right to any claim against Railroad for damages or any other legal or equitable relief on account of any deficiencies in title to the Premises.

9. Liability.

(a) It is understood by the parties that Railroad's willingness to enter into this Agreement for operation of a Trail is contingent upon Railroad being exposed to no risk or

liability for doing so. The City acknowledges that the foregoing is a material consideration for this Agreement and assumes all financial, managerial and legal responsibility, control and risk of loss for use of the Premises.

(b) City, on behalf of itself and its successors and assigns, shall release, and indemnify, defend and hold harmless, Railroad, its parent, affiliates, subsidiaries and their principals, owners, officers, directors, employees, contractors and agents (collectively referred to in this section as “Railroad”), from and against any and all claims and/or liability (in law or in equity), whether caused or alleged to be caused by the negligence, willful or wanton behavior or strict liability of Railroad and all costs (including attorneys’ fees), damages (including actual, punitive, special and consequential), fines or other expenses related to such claims and liabilities (“Losses”) relating in any way to the City’s use of and presence on the Premises, including, but not limited to Losses for: (i) injury to or death of persons whomsoever or property whatsoever arising from, out of or related to the use of the Premises by City and any agents, contractors, patrons, recreational users or other persons on and about the Premises, including trespassers, (ii) City’s management of the Premises, (iii) any obligations incurred by City in financing or developing the Trail, or (iv) challenges to title or condition of title to the Premises. City’s indemnity, defense and hold harmless agreement contained herein shall include any liability imposed upon Railroad as a result of its status as landowner of the Premises.

(c) Railroad, on behalf of itself and its successors and assigns, shall release and indemnify, defend and hold harmless City, its successors or assigns, and their principals, owners, officers, directors, employees, contractors and agents, from and against any and all claims and/or legal liability (at law or in equity), and costs (including attorneys’ fees), fines or other expenses arising solely from the use of the Premises for matters reserved by Railroad in Section 3 hereof.

(d) City shall promptly notify Railroad in writing of any notification received by City alleging any violation of any state, federal or local statute, ordinance, ruling, order or regulation relating to the Premises or the use thereof or any release of hazardous waste or substances of which City becomes aware and what measures City is taking to remedy and/or defend against the same.

(e) The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

10. Insurance.

(a) Commercial General Liability Insurance containing broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence. Coverage must be purchased on a post-1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations

- Contractual Liability

(b) The policy shall contain the following endorsements (or appropriate alternate language) on the Certificate of Insurance:

- Employer's liability or workers' compensation related exclusions shall not apply to Railroad employees.
- The definition of "insured contract" shall be amended to remove any exclusion or other limitation for work being done within 50 feet of railroad property
 - A Waiver of Subrogation
 - Additional Insured endorsement in favor of Railroad
 - Separation of Insureds
 - That policy shall be primary and non-contributing with respect to any insurance carried by the Railroad

(c) Business Automobile Insurance with a combined single limit of at least \$1,000,000 per occurrence and include coverage for, but not limited to, bodily injury and property damage and include any and all vehicles owned, used or hired.

(d) Workers' Compensation and Employers' Liability Insurance including coverage for, but not limited, Statutory Liability (Part A) under the workers' compensation laws of the state(s) in which the work is to be performed and Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$500,000 by disease each employee

(e) Umbrella Liability with a Combined Single Limit of Liability of \$5,000,000 each occurrence and \$5,000,000 in the aggregate and shall provide the same terms and conditions as required under the Commercial General Liability noted above.

(f) Where allowable by law, all policies listed above shall contain no exclusion for punitive damages reflected on the Certificates of Insurance.

(g) City shall: (i) waive its right of recovery against Railroad for all claims and suits against Railroad; (ii) require its insurers, through the terms of the policy or policy endorsement, to waive their right of subrogation against Railroad for all claims and suits and (iii) waive its right of recovery (and require its insurers to waive their right of subrogation) against Railroad for loss of its owned or licensed property or property under City's care, custody or control.

(h) Prior to the Effective Date, and annually thereafter, City shall furnish Railroad with acceptable Certificates of Insurance evidencing required coverage, endorsements or amendments. Railroad may prohibit use of the Premises until such Certificate(s) is provided.

(i) City shall notify Railroad, as soon as practical, of any changes to the insurance policies or coverage.

(j) If City subcontracts any work under this Agreement, City shall require the subcontractor to provide and maintain insurance coverages set forth herein, naming Railroad as additional insured, and requiring subcontractor to release, defend and indemnify Railroad to the same extent and under the same terms and conditions as imposed upon City.

(k) The fact that insurance (including, without limitation, self insurance) is obtained by City shall not be deemed to release or diminish City's liability, including, without limitation, liability under the indemnity provisions of the Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

(l) City shall warrant that this Agreement has been thoroughly reviewed by its insurance agent or broker who have been instructed by City to procure the coverages required hereunder.

11. Termination. This Agreement may be terminated as follows:

(a) By Railroad for:

- i. Failure of City to maintain the Trail in accordance with generally acceptable standards for trails.
- ii. Failure to: (1) pay rent when due or (2) maintain required insurance.
- iii. Failure to comply with all other provisions of this Agreement.
- iv. Abandonment of the Premises by City for a period of more than one hundred eight (180) days without reasonable explanation as to when City intends to reactivate use of the Premises.

In the event Railroad claims the City is in default of the Agreement as set forth above, Railroad shall forward notice in writing of such default to the City, and failure of the City to cure such default within thirty (30) days after the date of receipt of such notice shall, at the option of the Railroad, operate as a forfeiture of this Agreement and may be terminated by Railroad.

(b) Upon termination, Railroad may seek all remedies available to it in law and equity for any breach or default by City of its obligations under this Agreement, including attorneys' fees and costs related thereto, take possession of the Premises and take whatever reasonable steps are necessary to terminate City's use of the Premises.

(c) In the event of termination of this Agreement, City, at its own risk, cost and expense, shall remove all improvements it has made to the Premises and restore the Premises and other affected property of Railroad to substantially the same function or operational condition existing immediately prior to City's construction of such improvements or as otherwise agreed by Railroad. If City fails to remove its improvements and restore the Premises and other affected property as provided in the preceding sentence, City shall be deemed to have abandoned its property in place, in which event such improvements shall become the exclusive property of Railroad, for purpose of resale, use or operation by Railroad, in any manner and for any purpose Railroad deems appropriate, in its sole discretion. Railroad shall also have the right to remove such property and restore the Premises and all costs incurred by Railroad in such removal and

restoration shall be immediately due and payable by City to Railroad upon written demand, provided such costs would not have been incurred if City would have removed its improvements from the Premises as provided herein. This obligation of City shall survive the termination of this Agreement.

12. General Conditions.

(a) Compliance with Laws. City shall comply with all federal, state and local laws, rules and regulations related in any way to the use of the Premises, including but not limited to, all environmental laws, federal, state, county or local recreational trails use laws, rules and regulations, laws and regulations related to public and private trail-roadway crossings, any applicable state fencing laws.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Michigan.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding upon execution by both City and Railroad and shall be come effective on the Effective Date first written above.

(d) Assignment and Sublease. This Agreement may not be assigned, sublet or transferred (whether voluntarily or involuntarily) in whole or in part other than as set forth in subsection e. below, and any attempt to do so shall be void and without effect and shall give Railroad the right to immediately terminate this Agreement. Nothing contained herein prevents City from working with any group or entity that desires to use the Premises for purpose of a Trail, provided such use does not constitute or involve an assignment, sublet or transfer of this Agreement.

(e) Entire License. This document and the attachments hereto constitute the entire agreement of the parties with respect to the subject transaction. All prior oral and written Agreements and statements are entirely superseded by this Agreement. This Agreement, upon execution by the parties, shall be binding upon and inure to the benefit of Railroad and City and the successors of all or a substantial portion of such entities. Any future amendments or modifications of the Agreement shall be only by writing signed by authorized representatives of the parties.

(f) Survival of Obligations. All obligations of City under this Agreement which are not fully performed as of any expiration or termination hereof shall survive such expiration and termination, including without limitation, all payment obligations. The termination of this Agreement shall not release any party from any liability or obligation incurred up to such termination or terminate any rights or obligations which would have continuing relevance after the termination of this Agreement and which are reasonably intended to have continuing validity.

(g) Waiver of Covenants or Conditions. The waiver of a party of the performance requirements hereunder of the other shall not invalidate this Agreement nor be considered a

waiver by such party of any other condition or covenant or of future violation of the specific covenant or condition so waived.

(h) Notices. Any notice, consent or approval to be given under this Agreement shall be in writing and sent either first class mail or confirmed email to:

If to Railroad:

Regional General Manager

With copy to:

General Counsel
5619 DTC Pkwy, Suite 650
Greenwood Village, CO 80111

If to City:

IN WITNESS WHEREOF, the parties hereto represent and warrant that each has the necessary authority to enter into this Agreement and bind the respective parties to the terms and conditions hereof and have executed this Agreement as of the dates set forth below.

RAILROAD

CITY OF STURGIS

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

AGREEMENT OF UNDERSTANDING

THIS AGREEMENT OF UNDERSTANDING ("**Agreement**") is made and entered into as of the ____ day of _____, 2021 ("**Effective Date**") by and between Michigan Southern Railroad Co., a foreign Corporation, whose address is 5619 DTC Parkway, Suite 650, Greenwood Village, Colorado 80111 ("**Railroad**") and the City of Sturgis, whose address is 130 N. Nottawa, Sturgis, Michigan 49091 ("**City**").

RECITALS

1. Railroad, is the owner of a tract or tracts of land operated by it as a railroad within the City of Sturgis, Michigan ("**Premises**").
2. City desires to establish a hiking and biking trail ("**Trail**") for recreational use by the general public through and over the surface of the Premises, and Railroad is willing to grant a non-exclusive license to City for such Trail on terms and conditions generally as set forth in a Trail License Agreement attached hereto as Exhibit 1 ("**TLA**"), subject to its approval of Exhibits A, B and C attached to the TLA.
3. Paragraph 3 of the TLA provides as follows:

Crossing. City shall be permitted to build a railroad crossing at N. Franks Ave ("**Crossing**") at City's expense. Railroad shall provide and maintain emergency notification signs, as required by the Federal Railroad Administration. Construction and ongoing maintenance of the crossing, including but not limited to any traffic control signs, shall be at the expense of the City. In addition, Railroad shall pick up the rail and ties east of the west boundary of N. Franks Ave. at City's expense, estimated at \$7500.00. Railroad hereby releases City from the obligation to close a second grade crossing as provided in Paragraph 7 of the Settlement Agreement dated March 18, 2009 and recorded March 19, 2009 In Liber 1521, Page 327, of the records of the Register of Deeds for St. Joseph County, Michigan.

("Crossing").

4. To qualify for grant funding City needs to proceed with the Crossing prior to the completion and approval of Exhibits A, B and C.
5. Railroad has agreed to grant City a license to complete the Crossing pursuant to the plans and specifications set forth on Exhibit 2 attached hereto.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

AGREEMENTS

1. City is authorized to proceed with the Crossing on the terms and conditions set forth in paragraph 3 of the TLA.
2. City will pay an annual license fee of \$0.05 (5 cents) per square foot as shown on Exhibit 2. (The Crossing area will be incorporated into Exhibit A and shall be included in the TLA license fee once the TLA is executed.)
3. The parties agree to execute the TLA upon completion and approval of Exhibits A, B and C.
4. The parties agree to reasonably cooperate with each other to implement the Agreement and the TLA.

IN WITNESS WHEREOF, the parties hereto represent and warrant that each has the necessary authority to enter into this Agreement and bind the respective parties to the terms and conditions hereof and have executed this Agreement as of the dates set forth below.

RAILROAD

By: 

Print Name: Ross A. Grantham

Print Title: Chief Operating Officer

Date: 5-22-21

CITY OF STURGIS

By: _____

Print Name: _____

Print Title: _____

Date: _____

Exhibit 2



- Railroad Area = 8221 sft

Scale 1 Inch = 100 feet



*N-S Quarter Line Section 6,
T8S-R9W, Fawn River Twp.*

1466.39'
MICHIGAN SOUTHERN RR
Parcel #052-777-053-00

718.21'

1015.99'

902.62'

884.25'

348.93'
S 77°31'40" W

S 05°30'41" W 463.03'