



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, MAY 22, 2024
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
 - A. Joseph De La Fuente Proclamation – Mayor Perez
 - B. MACP Accreditation Presentation – Ryan Banaszak
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
 - A. Action of Minutes of Previous Meetings
 - **APPROVE the minutes from the May 8, 2024 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$1,719,046.50 as presented.**
 - C. 2024 David Locey Memorial Sturgis Youth Triathlon
 - **APPROVE the requests for the 2024 David Locey Memorial Sturgis Youth Triathlon on June 15, 2024 as presented.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. Annual Audit Presentation – Holly Keyser
 - B. 2024 Crack Sealing Bids – Brock Granger
 - C. MDOT Good Faith Offers – Barry Cox
 - D. Electric Line Clearance Grant – Chris McArthur
 - E. Water SCADA – Thomas Sikorski
 - F. Airport Crack Sealing and Paint Markings – Thomas Sikorski
 - G. 2024 Board Appointments – Kenneth Rhodes
 - H. Quarterly Financials – Holly Keyser
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

Manager's Report

MAY 22, 2024



CITY OF
Sturgis
MICHIGAN

Submitted by:

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

Andrew Kuk
City Manager

5. Proclamation

A. Joseph De La Fuente Proclamation

Staff: Mayor Perez

Included in your packet is a proclamation honoring Joseph De La Fuente as he took part in the Talons Out Honor Flight. Mr. De La Fuente will be at the meeting to be formally recognized by the Commission.

5. Presentation

B. MACP Accreditation Presentation

Staff: Ryan Banaszak

Representatives from the Michigan Association of Chiefs of Police will present the Department of Public Safety with their MACP Accreditation.

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for May 22, 2024 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the May 8, 2024 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$1,719,046.50 as presented.

8C. 2024 David Locey Memorial Sturgis Youth Triathlon

Organizers of the Dave Locey Memorial Sturgis Youth Triathlon submitted a request for their event again this year. The event is put on by volunteers with the cooperation of the Sturgis Elks Lodge and Sturgis Community Pool and is scheduled for Saturday, June 15th.

Organizers are requesting closure of Ivanhoe Street from 7:00 a.m. until 1:00 p.m., as well as the use of City barricades. The event will also require the closure of Franks Avenue from the south entrance of the Sturgis Medical Commons to Fawn River Road. This stretch of road, while within the City limits, is the jurisdiction of the County Road Commission. Event organizers have secured permission of the County Road Commission for the closure, but as with previous years, City barricades would be used to complete the closure.

The Sturgis Elks Lodge is handling all funds associated with the event and is a 501c Organization. Funds raised by the event will cover expenses and be used for youth activities later in the year.

Consent Agenda Motion:

APPROVE the requests for the 2024 David Locey Memorial Sturgis Youth Triathlon on June 15, 2024 as presented.

10. New Business

A. Annual Audit Presentation

Staff: Holly Keyser

Joe Verlin of Gabridge & Company will be presenting the audit report of the City's financial performance for the period ending September 30, 2023.

Additional Information:

1. City of Sturgis Audit for FY Ending 9/30/2023 (separate document)

10. New Business

B. 2024 Crack Sealing Bids

Staff: Barry Cox

The City has used overband crack sealing as a preventative maintenance technique on asphalt streets for decades. The City maintains a 2-to-3-year cycle of crack sealing to slow the deterioration of asphalt streets caused by water intrusion into the road base. Crack sealing is typically used on streets which show minimal distress and are in fair to good condition (PASER rating 5 or better). The PASER rating scale ranges from 10 to 1 where a rating of 10 is a newly constructed road and a rating of 1 is a failed road. City staff categorized streets into Priority 1 and 2 for the crack sealing program.

On Monday May 6, 2024, the City received bids for the 2024 Crack Sealing Program. A bid summary and Recommendation of Award letter from Fleis & Vanderbrink, Inc. were provided in your packet. Four bids were received. The low bid was submitted by Asphalt Restoration, Inc. of Kalamazoo in the amount of \$77,000.00. The Engineering Department's Estimate was \$105,000.00 based on a quantity of 70,000 pounds of crack sealant. The 2023-2024 budget includes \$200,000.00 for preventative maintenance activities from the Major Street and Local Street Funds (\$100,000.00 from each). Fleis and Vandenbrink, Inc. created project bidding documents under task order 18 for \$8,800.00, leaving \$191,200.00 for crack sealing activities. Fleis and Vandenbrink Engineering, Inc. has reviewed the bids and has worked previously with Asphalt Restoration, Inc. The City has also worked with Asphalt Restoration, Inc. on previous crack sealing projects.

Based on the amount bid per pound of crack sealant, City Staff is recommending altering the contract to a cost not to exceed \$103,621.90 for the work. This would purchase approximately 93,929 pounds of crack sealant to complete Priority 1 and Priority 2 street segments; a project map is included in your packet. The cost split of Major to Local streets being crack sealed is 25% major, 75% local. In addition, we will have the awarded bidder crack seal several City building parking lots, Parking Lot # 3, Oaklawn Cemetery Parking Lot, Spence Softball Complex, Sturgis

Historical Museum parking lot and Memorial Garden Cemetery drives with a combined estimated cost of \$18,600.00.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the bid from Asphalt Restoration, Inc. of Jackson, MI, for the 2024 Crack Sealing Program in an amount not-to-exceed one hundred three thousand, three hundred twenty-one dollars and ninety cents (\$103,621.90) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Bid Summary
2. Crack Sealing Recommendation
3. 2024 Crack Sealing Map
4. Budget and Costs Spreadsheet

10. New Business

C. MDOT Good Faith Offers

Staff: Barry Cox

MDOT is seeking to obtain temporary property rights on two park properties within the City of Sturgis to facilitate completion of ADA compliant sidewalks and ramps at Memorial and Pioneer Parks. The good faith offer is made to receive Consent to Construct/Reconstruct Sidewalk rights at each property. The property rights purchased would expire after the 2025 Resurfacing Project is complete along the US-12 corridor from Centerville Road to East of Franks Avenue. MDOT will mill and resurface US-12 and complete ADA sidewalk ramp & curb improvements as needed throughout the project limits. MDOT is working with numerous properties located at intersections to complete similar agreements. The Good Faith Offer made for each location is \$300.00.

As additional offers to the City may be forthcoming, staff is requesting Commission approval to accept future offers of the same nature. This will prevent the need to bring future offers back to the Commission.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the good faith offer for the Consent to Construct/Reconstruct Sidewalk rights in the amount of three hundred dollars (\$300.00) for 507 W. Chicago Rd. and three hundred dollars (\$300.00) for 1205 E. Chicago Rd. and AUTHORIZE the City Manager and/or City Controller to sign Acceptance of Offer as presented.

Proposed Motion:

Move that the Sturgis City Commission AUTHORIZE/NOT AUTHORIZE the City Manager and/or City Controller to accept and sign additional forthcoming similar offers that are part of the 2025 MDOT project.

Staff Recommendation:

APPROVE, AUTHORIZE and AUTHORIZE

Information Included in Packet:

1. Offer to Purchase – 507 W. Chicago Rd.
2. Offer to Purchase – 1205 E. Chicago Rd.
3. Market Study Report

10. New Business

D. Electric Line Clearance Grant

Staff: Chris McArthur

In November of 2023, MMEA members applied for the Department of Energy (DOE) 40101d grant being administered by the State of Michigan. This grant was for vegetation management, aging infrastructure replacement, overcurrent protection, overvoltage protection, and other resiliency related projects. Out of 23 MMEA members who put in for the grant, only three were accepted by the state and recommended to the DOE for funding, including the City.

The City's submitted project is for vegetation management, focusing specifically on addressing large trees that overhang lines as shown on the map included in your packet. Staff believes this will make our system more resilient when future storms hit. Staff is proposing this as a separate project from the yearly vegetation management activities budgeted annually, allowing for staff to continue with the planned tree trimming efforts.

As part of the next step in the grant process, the City of Sturgis has been requested to provide maps for the project and a Cost Match Commitment Letter Statement for the required cost match dollar value of the project. Staff estimates the project cost to be \$379,800.00, putting the City's commitment at \$253,200.00 and DOE providing \$126,600.00.

Based on grant approval timelines, this project will be included in the FY 2024-2025 budget. As proposed, this would increase City cost for line clearance for next fiscal year from \$397,240.00 (FY 2023-2024 budget) to \$650,440.00.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the match funds for the Department of Energy 40101d Grant in the amount of two hundred fifty-three thousand, two hundred dollars (\$253,200.00) as presented.

Staff Recommendation:
APPROVE

Included in your Packet:

1. Tree Removal Map

10. New Business

E. Water SCADA

Staff: Thomas Sikorski

The City water system is made up of four wells and the water tower. Currently, the system is on a shared SCADA system with the Electric Department. As the departments evolve, the intention is to remove water from the Electric Department SCADA and become an independent system. This system will then be monitored and operated by staff in the Public Services Department.

In February, staff from the diesel plant, public services, and meter department met with a team from UIS SCADA to discuss options for the system. UIS SCADA evaluated our system and put together pricing to separate the two SCADA systems. UIS SCADA will provide a cloud-based system that has multi-factor authentication (MFA) for users to login, trending, reports, unlimited remote connections, and most importantly alarms notifications via voice calls, emails, and text messages. Also included are start up services, one day of training, providing programmable logic controllers (PLC) and an input/output (I/O) list for each well and tower.

Included in your packet is a quote from UIS SCADA for this project in the amount of \$49,675.00. This project is not detailed in the FY2024 capital budget; however, with the deferment of the M66 projects, there are sufficient budgeted dollars in the water fund for this project.

Staff is requesting a bid waiver for this project to use UIS SCADA. UIS SCADA has been instrumental in getting the system to talk to the current SCADA and has an understanding of what is needed at each well house and the water tower to make this a smooth transition.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a bid waiver for and the quote for the water SCADA system from UIS SCADA in the amount of forty-nine thousand, six hundred and seventy-five dollars (\$49,675.00) as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Quote from UIS SCADA

10. New Business

F. Airport Crack Sealing and Paint Markings

Staff: Thomas Sikorski

The Michigan Department of Transportation, Office of Aeronautics (MDOT-Aero) is completing a crack seal and paint marking project utilizing the Federal one-time Fiscal Recovery Funds.

As part of these projects, MDOT-Aero coordinates with a contractor to perform crack seal and/or paint marking work at airports throughout the state. Bid letting and contractor selection was completed by MDOT-Aero for those airports interested in participating.

The City asked to participate in the program to complete both paint marking and crack sealing work at Kirsch Municipal Airport. The majority of the work being completed is paint markings. The paint markings and crack sealing work will occur on the runways, taxi lanes, and areas inside the fenced in area at the airport. This does not include the parking lot at the front of the terminal building. In the previous MDOT-Aero inspection paint markings were noted as poor; participating in this program will address this issue and improve airfield safety.

Payment of all project work and/or costs will be made by MDOT-Aero to the contractor directly and will be paid up to \$39,613.87 dollars. The amounts approved for the Kirsch Municipal Airport under the Fiscal Recovery Fund include \$2,826.00 for crack sealing and \$36,787.38 for paint markings. Should we increase the project work and/or costs exceeding the total amount approved by MDOT-Aero, the airport is responsible for making that payment to the contractor.

Included in your packet is a blanket resolution from MDOT. In order to simplify the MDOT contract approval process, MDOT requests this blanket resolution be adopted authorizing the Airport Manager, Thomas Sikorski, to sign all future contracts.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Michigan Department of Transportation-Office of Aeronautics Fiscal Recovery Funds Crack Seal and Paint Marking Contract as presented.

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Kirsch Municipal Airport Local Resolution designating Airport Manager Thomas Sikorski as an MDOT contract signer.

Staff Recommendation:

APPROVE and ADOPT

Information Included in Packet:

1. MDOT Crack Seal and Paint Marking Contract
2. Resolution

10. New Business

G. 2024 Board Appointments

Staff: Kenneth Rhodes

Each year the City Commission reappoints or fill vacancies for a number of the various Boards and Commissions established by the City. Board members whose terms were to expire this year were contacted to determine their interest in being reappointed and a general call for board applicants was advertised.

Included in your packet is a list detailing the names of board members with expiring terms, new applicants for the boards, and the total number of vacant spots on each board. Applications for the individuals not currently on the board are also included in your packet.

Information Included in Packet:

1. Board Reappointment Chart
2. Board Applications

10. New Business

H. Quarterly Financials

Staff: Holly Keyser

City Controller Holly Keyser will present the second quarter financial update. Second quarter financial documents will be provided separately.

Noteworthy Meetings / Events

- Sturges-Young Advisory Board Meeting | May 7th
- Township Supervisor Meeting | May 8th
- Commission Planning Session | May 14th
- DDA Organizational Committee Meeting | May 15th

Upcoming Events

- Out of Office | May 16th-May 31st
- United Way RadioThon | WBET | May 23rd
- Bourbon, Bacon & Blues | Downtown | 5:30pm | May 24th
- Movies on North | North St. | 7pm | June 7th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 5A



PROCLAMATION OF THE CITY OF STURGIS

WHEREAS, Joseph De La Fuente served in the United States Army from 1951 to 1956, serving in Korea, Texas, Austria, Germany, and Italy in the First Cavalry Division and the 279th Regimental Combat Team as part of the 45th Infantry Division, entering at the rank of private, serving later as an MP in Houston, Texas, and Salzburg and Vienna in Austria, and being discharged as a corporal; and

WHEREAS, Joseph De La Fuente married Ann Boyce of Dowagiac, eventually moving to Sturgis and raising seven children up in Sturgis, with nine grandchildren and six great-grandchildren later to come over sixty-four years of marriage; and

WHEREAS, the De La Fuentes have been fifty-three years members of Holy Angels Catholic Church and fifty-three years residents of the Sturgis area; and

WHEREAS, Joseph De La Fuente will be traveling to our nation's capital on a special Talons Out Honor Flight to witness the Korean War Memorial with many of his fellow comrades on Saturday, May 4, 2024; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Sturgis honors Sturgis veteran, Joseph De La Fuente, and thanks him for his selfless service in the protection of his country and her citizens as he takes part in the Talons Out Honor Flight on May 4th; and

BE IT FURTHER RESOLVED, that the City of Sturgis wishes Joseph De La Fuente well as he enjoys many more years with his family.

Frank Perez, Mayor

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, MAY 8, 2024
WIESLOCH RAUM – CITY HALL

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

The Pledge of Allegiance was said by all present.

The Invocation was given by Vice-Mayor Miller.

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

Commissioners absent: None

Also present: City Attorney, City Manager, City Controller, City Engineer, Electric Department Superintendent, Economic Development Specialist, City Clerk

Economic Development Specialist Jeff Coney provided details on a proposed lighting project on downtown buildings and funding mechanisms. Discussion followed.

DPS Director Tom Sikorski provided information on the following proclamation:

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Sturgis, Michigan; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Sturgis to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW, THEREFORE, BE IT RESOLVED, I, Frank Perez, Mayor of City of Sturgis, do hereby designate the week May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

City Engineer Barry Cox provided information on the following proclamation:

WHEREAS, water is our most valuable natural resource; and
WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and
WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and
WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and
WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and
WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;
NOW, THEREFORE, I, Frank Perez, Mayor of City of Sturgis, do hereby designate the week May 5–11, 2024, as Drinking Water Week.

Craig Crabill – Sherman Township, Cathi Abbs – 917 Cheshire, and Kim King – 916 Grand provided information about election data. Discussion followed.

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

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of May 8, 2024 as presented.

8A. Action of Minutes of Previous Meetings

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

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$1,328,132.28 as presented.

C. Fireworks Approvals

- AUTHORIZE Deputy Public Safety Director – Fire Division Andrew Strudwick or his designated representative to complete all necessary permit reviews and SIGN all necessary documents for a community fireworks display.
- APPROVE closure of West Lafayette and temporary no parking on North Centerville as presented.

D. Annual PA 95 Opt-Out

- APPROVE the recommendation to opt-out of Public Act 95 of 2013 for the 2024-2025 heating season.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Manager Andrew Kuk provided information on the changes to the City Commission Procedural Policy. Discussion followed on potential additional changes to the Policy

Moved by Comm. Mullins and seconded by Comm. Hile to approve the changes to the City Commission Procedural Policy as presented.

Voting yea: Mullins, Harrington, Hile, Miller

Voting nay: Bir, Nieves, Smith, Perez

MOTION DEFEATED

The City Commission had consensus to postpone consideration of the City Commission Procedural Policy to a future meeting.

City Manager Andrew Kuk provided information on the amendments to the ordinance pertaining to the keeping of dogs. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to consider this the second reading of and approve an amendment to the City Code of Ordinances, Chapter 10 – Animals, Sections 10-2 and 10-31 pertaining to dogs running at large effective May 28, 2024.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

AMENDMENT TO THE CITY CODE OF ORDINANCES
PERTAINING TO KEEPING OF DOGS

An Ordinance to amend Chapter 10 – Animals, Article I. – In General, Sections 10-2 – “Notice to owner of dog or cat violation” and 10-31 – “Owner not to allow dog to run at large; impounding”; of the Ordinances of the City of Sturgis pertaining to keeping of dogs and to provide for an effective date of this Ordinance.

WHEREAS, the City Commission has determined that it is in the best interest of the residents of the City to modify Section 10-31 regarding the keeping of dogs.

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

Chapter 10 – Animals, Article I. – In General, Sections 10-2 and 10-31 of the Ordinances of the City of Sturgis are hereby modified as follows effective May 28, 2024:

Sec. 10-2. Notice to owner of dog or cat violation.

The Public Safety Director or his designate may serve, or cause to be served, upon the owner or person harboring any dog or cat in violation of the provisions of this chapter a written notice, setting forth the time, date, place and circumstances of the violation and directing such owner or person harboring the dog or cat to comply with the provisions of this chapter.

Sec. 10-31. Owner not to allow dog to run at large; impounding.

- (a) No person shall own, harbor, or keep a dog which runs at large at any time..
- (b) For the purpose of this section, a dog shall not be considered to be running loose or at large whenever one of the following conditions are met:
 - 1. It is within the limits of the lands owned or possessed by its owner, keeper, or harborer or is on other private property with permission of that property’s owner and is:
 - i. Inside a structure that the dog cannot freely exit; or
 - ii. Is in an outdoor area that is legally physically or electronically fenced in such a way that the dog cannot freely exit the area; or
 - iii. Is legally securely tethered outdoors by means of a leash, chain, cord, or rope such that the dog cannot go beyond the limits of those lands, including onto public

sidewalk.

2. It is under control at all times of any person by means of a leash, chain, cord, or rope of reasonable length.
 3. It is within a motor vehicle and secured in such a way that the dog cannot freely exit the vehicle.
 4. It is within a public space designated by the City and identified by appropriate signage as an "off leash area" with rules and regulations of the area for the keeping of dogs posted.
- (c) Any dog found running at large may be impounded by any police officer and turned over to the county animal control officer for disposition as prescribed by the statutes of the state and policies adopted by the city and county.

City Manager Andrew Kuk provided information on the modification to the downtown Social District, which will not add to the boundaries, but will activate a sub-district across from the auditorium to accommodate the Tuesday bike night event. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the amendment to the City of Sturgis Downtown Social District Plan as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve the activation of the Parking Lots 9 and 11 Sub Area during Two-Wheel Tuesdays in 2024.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Manager Andrew Kuk provided details on the bids received for the rehabilitation of downtown parking lot #6, between Nottawa and Pleasant Streets, and a timeline for the project. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve the bid from Swarthout Excavating for Parking Lot #6 Improvements in the amount of six hundred forty-four thousand, four hundred, and ninety dollars and seventy-five cents (\$644,490.75) and authorize the City Manager to sign all necessary documents on behalf of the City.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve Task Order 02c with Fleis and Vandenbrink to provide construction oversight and administration for parking lot #6 in the amount of eighty-four thousand four hundred dollars (\$84,400.00) as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Smith to approve a contingency budget of sixty-four thousand dollars (\$64,000.00), approximately 10% of the project award, for the Parking Lot #6 Improvements project.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Electric Department Superintendent Chris McArthur provided information on an upgrade to the City's emergency call-in system. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Smith to approve a five (5) year agreement with Milsoft Utility Solutions for outage management, engineering analysis, WindMilMap, and field solutions software with a monthly cost of four thousand, two hundred and fifty-eight dollars and thirty-three cents (\$4,258.33) as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve training with Milsoft Utility Solutions for outage management and associated software in an amount not-to-exceed sixty-two thousand dollars (\$62,000.00) as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve the purchase and installation of a Scale server from Sonit Systems in the amount of fifty-nine thousand, eight hundred eighty-seven dollars and forty-two cents (\$59,887.42) as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Hile to approve a contingency budget for the project of twelve thousand dollars (\$12,000.00).

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on the upcoming rehabilitation of US12 next year and two projects that require City involvement including the downtown parking lanes and installation of sidewalk near Lakeview Ave. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Hile to approve completing milling, resurfacing and re-striping of parking areas on US-12 as part of the Michigan Department of Transportation's 2025 improvement project as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Hile to approve the installation of new sidewalk along the south side of US-12 from Lakeview Ave. to Maplecrest Ave. as part of the Michigan Department of Transportation's 2025 improvement project as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on the Source Water Resolution which would constitute an intent to protect the drinking water supply by the City and complete a management activity task. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Hile to approve the Source Water Resolution as presented.

Voting yea: Eight

Voting nay: None

MOTION CARRIED

Resolution in Support of Source Water Protection

WHEREAS, the City of Sturgis recognizes the importance of its groundwater supply as a natural resource used for drinking; and

WHEREAS, it is within the responsibility of the City of Sturgis as a public water supplier, to consider the health, safety, and welfare of its customers; and

WHEREAS, groundwater contamination can and does occur as a consequence of a variety of land use activities; and

WHEREAS, it is desirable to preserve and protect the quality of our groundwater resources to assure a continued safe, adequate, and useable supply, now and in the future; and

WHEREAS, the protection of current and potential future sources of groundwater used for drinking water is worthwhile from the standpoint of resource protection; and

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has established rules and guidelines for establishing a Wellhead Protection Program,

NOW, THEREFORE, BE IT RESOLVED, that the Sturgis City Commission hereby commits to supporting approval, renewal, and implementation of the City of Sturgis' Wellhead Protection Plan developed for protection of the City's source water.

The meeting was adjourned at 7:43 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**ANNUAL MEETING
STURGIS HOUSING DEVELOPMENT CORPORATION
WEDNESDAY, MAY 8, 2024
WIESLOCH RAUM – CITY HALL**

President Andrew Kuk called the meeting to order at 7:45 p.m.

President Andrew Kuk provided information on the resolutions appointing board members, officers, and an update to the bylaws changing the date of the annual meeting. Discussion followed.

Moved by Dir. Hile and seconded by Dir. Perez to approve the Consent Resolutions In Lieu of a Special and Annual Meeting as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

**CONSENT IN LIEU OF SPECIAL MEETING
OF SHAREHOLDERS OF STURGIS HOUSING DEVELOPMENT CORP.**

All of the shareholders of Sturgis Housing Development Corp., a Michigan non-profit corporation (the "Corporation"), consent to the following actions:

1. The following persons are elected to serve as the directors of the Corporation until the next annual meeting of shareholders (or written consent in lieu of such a meeting), or until their successors are duly elected and qualified, or until their resignation or removal:

Richard Bir
Linda Harrington
Robert Hile
Aaron Miller
Jeff Mullins
Emmanuel Nieves
Frank Perez
Marvin Smith
Andrew Kuk

2. The shareholders received a report from City Staff on significant developments, major corporate transactions, certain related party transactions, and the operations and financial results of the Corporation for the preceding fiscal year. All actions of the Corporation's officers, directors and agents on behalf of the Corporation since the last annual meeting of shareholders (or written consent in lieu of such a meeting) are ratified.

This consent is given in lieu of a formal annual meeting of the Corporation's shareholders.

CONSENT IN LIEU OF ANNUAL MEETING
OF BOARD OF DIRECTORS OF STURGIS HOUSING DEVELOPMENT CORP.

All of the members of the Board of Directors of Sturgis Housing Development Corp., a Michigan non-profit corporation (the "Corporation"), consent to the following actions:

1. The following persons are elected as officers of the Corporation to serve in the offices set forth opposite their names until further Board action or until their resignation or removal:

Andrew Kuk – President

Holly Keyser – Treasurer

Kenneth Rhodes – Secretary

2. The Bylaws attached to this Consent and dated May 8, 2024 are approved as the Bylaws of the Corporation, effective immediately.

3. The directors received a report from City Staff on significant developments, major corporate transactions, and the operations and financial results of the Corporation for the preceding year. All actions of the Corporation's officers and agents on behalf of the Corporation since the last annual meeting of the Board (or written consent in lieu of such a meeting) are ratified.

This consent is given in lieu of a formal annual meeting of the Corporation's Board of Directors.

City Engineer Barry Cox provided information on the interest by MDOT to acquire a Consent to Construct/Reconstruct Sidewalk rights to the property located at 606 W. Chicago Rd., owned by the SHDC, in order to address the ramp at the corner. Discussion followed.

Moved by Dir. Harrington and seconded by Comm. Perez to approve the Consent to Construct /Reconstruct Sidewalk at 606 W. Chicago Rd. (Subject: CS: 78022, JN: 210856, Parcel: 7044 Address: 606 W. Chicago Rd, Sturgis, MI 49091, County: St. Joseph) and accept the offer of three hundred dollars (\$300.00) and authorize President Andrew Kuk to sign all necessary documents.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 7:55 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8B

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 5/22/2024 Month: 08

Date	Check#	Vendor	VendorName	Amount
05/02/2024	248981M	02005	DELL MARKETING LP	5,547.60
05/10/2024	PR0636M	00061	CITY OF STURGIS PAYROLL	340,102.71
04/12/2024	T16707M	04088	BLUE CROSS BLUE SHIELD OF MI	45,166.36
04/19/2024	T16708M	04088	BLUE CROSS BLUE SHIELD OF MI	57,037.34
04/26/2024	T16709M	04088	BLUE CROSS BLUE SHIELD OF MI	125,417.77
04/22/2024	T16710M	04197	MI PUBLIC POWER AGENCY	151,042.75
05/01/2024	T16711M	06290	MEDPRO WASTE DISPOSAL LLC	27.56
05/03/2024	T16712M	00108	STATE OF MICHIGAN	54,753.23
05/03/2024	T16713M	06138	MUTUAL OF OMAHA INSURANCE CO	4,982.81
05/22/2024	T16714M	03770	MICHIGAN GAS UTILITIES	852.26
05/22/2024	T16715M	03770	MICHIGAN GAS UTILITIES	902.54
05/22/2024	T16716M	03770	MICHIGAN GAS UTILITIES	126.01
05/03/2024	T16717M	04088	BLUE CROSS BLUE SHIELD OF MI	31,357.35
04/29/2024	T16718M	04197	MI PUBLIC POWER AGENCY	130,641.13
05/06/2024	T16719M	04197	MI PUBLIC POWER AGENCY	162,978.05
05/01/2024	T16720M	06030	VERIZON CONNECT NWF INC	113.33
05/12/2024	T16721M	00512	CAMOCO FUEL SYSTEM	15,134.72
05/21/2024	T16722M	03770	MICHIGAN GAS UTILITIES	272.62
05/21/2024	T16723M	03770	MICHIGAN GAS UTILITIES	65.49
05/22/2024	T16724M	04389	FRONTIER COMMUNICATIONS A	57.21
05/20/2024	T16725M	04389	FRONTIER COMMUNICATIONS A	250.03
05/28/2024	T16726M	04389	FRONTIER COMMUNICATIONS A	286.25
05/09/2024	T16727M	03245	IMPERIAL BEVERAGE	217.30
05/31/2024	T16728M	04389	FRONTIER COMMUNICATIONS A	121.42
05/28/2024	T16729M	03770	MICHIGAN GAS UTILITIES	51.66
05/28/2024	T16730M	03770	MICHIGAN GAS UTILITIES	51.76
05/28/2024	T16731M	03770	MICHIGAN GAS UTILITIES	762.39
05/28/2024	T16732M	03770	MICHIGAN GAS UTILITIES	164.80
05/28/2024	T16733M	03770	MICHIGAN GAS UTILITIES	374.53
05/10/2024	T16734M	00062	CITY OF STURGIS-EMPLOYEE INS	71,731.43
05/10/2024	T16735M	00063	CITY OF STURGIS TAX TRANSFER	18,732.35
05/10/2024	T16736M	00064	INTL CITY MGMT ASSOC RETR CORP	9,691.89
05/10/2024	T16737M	00065	DOYLE MEMBERSHIP TRANSFER	2,920.84
05/10/2024	T16738M	03229	CITY OF STURGIS-WORKERS COMP	3,052.58
05/10/2024	T16739M	05123	COMERICA BANK-INST TRUST SERV	30,525.82

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 5/22/2024 Month: 08

05/10/2024	T16740M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,086.50
05/25/2024	T16741M	04197	MI PUBLIC POWER AGENCY	21,050.49
05/22/2024	T16742M	03858	FARMERS STATE BANK	7,781.90
05/13/2024	T16743M	04197	MI PUBLIC POWER AGENCY	196,479.55
Manual Total				1,493,912.33
05/22/2024	248987	00296	AARON B PALMER	13.76
05/22/2024	248988	00066	ACTION QUICK PRINT PLUS	513.75
05/22/2024	248989	00296	AFFORDABLE EQUIPMENT AND TOOL	280.00
05/22/2024	248990	06156	AGILE TICKETING SOLUTIONS LLC	129.50
05/22/2024	248991	00296	ALAN J ALBARRAN	19.77
05/22/2024	248992	00332	ALEXANDER CHEMICAL CORP	370.50
05/22/2024	248993	00607	ROBERT V. OGG	350.00
05/22/2024	248994	00002	ALL-PHASE ELECTRIC SUPPLY	543.09
05/22/2024	248995	06504	ALLISON KYLE	220.00
05/22/2024	248996	02334	ALLMAKE BROADCOM	554.00
05/22/2024	248997	00296	AMADO GARCIA GREGORIO	41.40
05/22/2024	248998	06119	AMAZON.COM SALES INC	1,642.68
05/22/2024	248999	06473	ARMSCOR CARTRIDGE INC	2,450.00
05/22/2024	249000	02292	ASPLUNDH TREE EXPERT CO	10,767.22
05/22/2024	249001	06117	BENITA ANN LEWIS	60.00
05/22/2024	249002	02749	HARLAN BLOOD	15.00
05/22/2024	249003	00511	BOALS SEWER & DRAIN CLEANING	92.00
05/22/2024	249004	00132	BOFA INC	45.58
05/22/2024	249005	00005	BOGEN CONCRETE INC	3,120.50
05/22/2024	249006	00006	BOLAND TIRE INC	1,032.72
05/22/2024	249007	05991	BORGESS MEDICAL GROUP	243.00
05/22/2024	249008	03327	BOUND TREE MEDICAL LLC	1,137.00
05/22/2024	249009	00296	BRANDON LEISTER	100.00
05/22/2024	249010	06474	BROWN EQUIPMENT COMPANY	2,461.17
05/22/2024	249011	00364	CAROL DUSTIN	320.00
05/22/2024	249012	00296	CHRISTIAN RIEGO DE DIOS	70.00
05/22/2024	249013	00296	CINDY A PRINCE	45.28
05/22/2024	249014	05951	CONSTANTINE FLOORING CENTER	1,635.99
05/22/2024	249015	06000	INDIANA EMERGENCY SERVICE PROD	27,010.63
05/22/2024	249016	06325	COTTIN'S HARDWARE	294.96
05/22/2024	249017	06526	CRAIG TORNQUIST	500.00
05/22/2024	249018	06158	CULLIGAN WATER OF STURGIS	195.00

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 5/22/2024 Month: 08

05/22/2024	249019	05694	CUMMINS INC	5,903.35
05/22/2024	249020	06264	CUTTER'S EDGE LAWN CARE LLC	1,249.00
05/22/2024	249021	02005	DELL MARKETING LP	5,300.16
05/22/2024	249022	05374	DO-MOR PRODUCTS	420.00
05/22/2024	249023	03109	DOWNTOWN DEVELOPMENT AUTHORITY	828.00
05/22/2024	249024	00160	DURY OIL CO	82.13
05/22/2024	249025	06361	ECOLAYERS INC	775.00
05/22/2024	249026	00296	EDNA SMITH	45.58
05/22/2024	249027	06014	EGANIX INC	1,680.00
05/22/2024	249028	05745	ERICA VARGAS SARCO	20.00
05/22/2024	249029	00296	ESTEFANIA CASTRO	63.50
05/22/2024	249030	05151	FAWN RIVER MECHANICAL LLC	1,135.00
05/22/2024	249031	00296	FAYADH KABIR	19.24
05/22/2024	249032	05841	FERGUSON FACILITIES SUPPLY	679.20
05/22/2024	249033	00776	FLEIS & VANDENBRINK	4,368.66
05/22/2024	249034	06287	FOCAL POINT STUDIOS	5,000.00
05/22/2024	249035	04389	FRONTIER COMMUNICATIONS A	4,678.89
05/22/2024	249036	06505	GALLS LLC	376.05
05/22/2024	249037	06468	GANNETT MICHIGAN LOCALiQ	770.80
05/22/2024	249038	02082	GECKO SECURITY LLC	165.00
05/22/2024	249039	06367	GMES LLC DBA FARWEST	114.81
05/22/2024	249040	00183	GRAINGER INC	280.68
05/22/2024	249041	06408	GRAND IMPRESSIONS PROP MAINT	74.00
05/22/2024	249042	00296	HARRY E CARSON IV	135.17
05/22/2024	249043	06219	HAVILAND PRODUCTS COMPANY	746.40
05/22/2024	249044	00296	HAYLEY J BAKER	8.06
05/22/2024	249045	00296	HOLLY CARMICHAEL	50.00
05/22/2024	249046	02626	HUDDLESTUN LUMBER COMPANY	729.90
05/22/2024	249047	06284	HUFF WELL DRILLING	7,350.00
05/22/2024	249048	02585	HULEN'S LANDSCAPING INC.	3,308.90
05/22/2024	249049	03515	HYDROCORP	4,625.50
05/22/2024	249050	00296	JACOB D NAPIER	42.59
05/22/2024	249051	01101	JANENE KOSMAN	120.00
05/22/2024	249052	06199	JANSEN PLUMBING, HEATING &	1,445.00
05/22/2024	249053	06314	JODIE M JOHNSON	40.00
05/22/2024	249054	05842	JOHN DEERE FINANCIAL	256.15
05/22/2024	249055	06217	JOHN J FLOWERS	40.00

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 5/22/2024 Month: 08

05/22/2024	249056	00296	JORDAN S HAWKINS	67.08
05/22/2024	249057	00296	JOSE LOPEZ	41.14
05/22/2024	249058	00296	KARLA H SHEARER	18.50
05/22/2024	249059	00889	KENTON KELLEY	522.00
05/22/2024	249060	04238	MICHELE KELLEY	108.00
05/22/2024	249061	06482	KENDRICK STATIONERS	289.93
05/22/2024	249062	00212	KSS ENTERPRISES	1,507.28
05/22/2024	249063	00023	LONESPRUCE	2,231.04
05/22/2024	249064	06464	LRS LLC	1,186.08
05/22/2024	249065	06087	MALLORY SAFETY AND SUPPLY, LLC	400.00
05/22/2024	249066	03095	MARY DRESSER	30.00
05/22/2024	249067	06488	MEAD AND HUNT INC	7,354.08
05/22/2024	249068	06351	MELISSA ANDREWS	140.00
05/22/2024	249069	06155	MERCER SEPTIC AND EXCAVATING	2,800.00
05/22/2024	249070	03774	STATE OF MICHIGAN	41.25
05/22/2024	249071	04702	MILLER JOHNSON ATTORNEYS	9,623.25
05/22/2024	249072	00241	JEFF MILLER	9,285.00
05/22/2024	249073	04730	MILLER'S SIGN CO INC	16,410.00
05/22/2024	249074	04014	MILLERS SALES & SERVICE	836.79
05/22/2024	249075	05051	MILSOFT UTILITY SOLUTIONS	502.54
05/22/2024	249076	06499	MUNICIPAL EMERGENCY SERVICES	738.99
05/22/2024	249077	00296	NICOLE & JESSIE PEDUE	85.00
05/22/2024	249078	05932	O'REILLY AUTO ENTERPRISES LLC	160.68
05/22/2024	249079	06491	ONLINE INFORMATION SERVICES	126.81
05/22/2024	249080	04537	NICK PERRY	140.00
05/22/2024	249081	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,744.00
05/22/2024	249082	00033	POSTNET POSTAL & BUSINESS	71.34
05/22/2024	249083	00485	POWER LINE SUPPLY	6,831.85
05/22/2024	249084	01110	PRO-TECH SALES	2,730.00
05/22/2024	249085	04909	REHMANN ROBSON LLC	308.00
05/22/2024	249086	05739	RENEWABLE WORLD ENERGIES LLC	9,227.69
05/22/2024	249087	00035	RESCO	4,143.00
05/22/2024	249088	06038	REVOLUTION HEALTH, P.C.	706.10
05/22/2024	249089	06521	RICKETT'S LAWN CARE	135.00
05/22/2024	249090	05765	SELKING INTERNATIONAL	44.42
05/22/2024	249091	01840	ST JOSEPH CO ISD	792.64
05/22/2024	249092	00488	STATE SYSTEMS RADIO INC	195.00

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 5/22/2024 Month: 08

05/22/2024	249093	04274	STEENSMA LAWN & POWER EQUIP	595.92
05/22/2024	249094	06525	STRAIGHT LINE MOWING	100.00
05/22/2024	249095	06487	STURGIS ACE HARDWARE	266.76
05/22/2024	249096	01458	STURGIS AREA CHAMBER	5,000.00
05/22/2024	249097	00936	STURGIS COMMUNITY POOL	215.00
05/22/2024	249098	06524	SUPREME COATING LLC	10,213.50
05/22/2024	249099	04140	SWICK BROADCASTING COMPANY	685.00
05/22/2024	249100	06107	TALIA YEOMAN	280.00
05/22/2024	249101	00296	THADDEUS R HAHN	7.69
05/22/2024	249102	06410	TONY'S LAWN CARE AND	130.00
05/22/2024	249103	06441	TOTAL PROPERTY MANAGEMENT	265.00
05/22/2024	249104	00296	TRACEY L ECKERT	842.38
05/22/2024	249105	06426	TRACY LIVELY LLC	40.00
05/22/2024	249106	05686	TRI-STATE SECURITY LKSMITH LLC	590.50
05/22/2024	249107	00296	TYLER D ANDERSON	7.38
05/22/2024	249108	04453	VERIZON WIRELESS	2,243.93
05/22/2024	249109	03511	WASTE MANAGEMENT	17.53
05/22/2024	249110	04994	W MICHIGAN INTERNATIONAL LLC	86.29
05/22/2024	249111	05634	WILLER'S SHOES	241.49
05/22/2024	249112	02948	WITMER PUBLIC SAFETY GROUP INC	295.47
05/22/2024	249113	03841	WLKM, WRCI	200.00
05/22/2024	D02306	04732	ALTA EQUIPMENT COMPANY	1,152.70
05/22/2024	D02307	02983	CINTAS LOCATION #351	1,313.73
05/22/2024	D02308	03944	LINDE GAS & EQUIPMENT INC	250.54
05/22/2024	D02309	06250	MARANA GROUP	1,612.78
05/22/2024	D02310	05121	MICKEY'S LINEN	328.04
05/22/2024	D02311	06026	MID-CITY SUPPLY CO INC	4.87
05/22/2024	D02312	06069	NAPA AUTO PARTS	435.89
05/22/2024	D02313	01411	NCL OF WISCONSIN INC	177.50
05/22/2024	D02314	03091	PRIME QUALITY ELECTRIC LLC	1,777.15
05/22/2024	D02315	05395	SITEONE LANDSCAPE SUPPLY LLC	263.80
05/22/2024	D02316	06125	THE COPY IMAGE INC	717.63
Automatic Total				225,134.17
Grand Total				1,719,046.50

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 05/05/2024
PR0636M PAYROLL DATE 05/10/2024

GENERAL	\$160,193.12
MAJOR STREET	6,075.95
LOCAL STREET	6,625.45
CEMETERY	6,140.60
AIRPORT	1,728.72
BUILDING	3,568.53
HOUSING DEPARTMENT	126.00
STURGES-YOUNG CENTER FOR THE ARTS	6,048.60
RECREATION	3,620.45
DOYLE RECREATION CENTER	9,453.56
AMBULANCE	12,689.81
ELECTRIC	86,552.63
SEWER	17,289.20
WATER	17,544.66
MOTOR VEHICLE	2,445.43
Payroll Sub-Total	\$340,102.71

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B



City of Sturgis
St. Joseph County, Michigan
2024 Crack Sealing Program
Project #865830

BID SUMMARY

Bidder (listed below from low to high)	Total
1. Asphalt Restoration	\$77,000
2. K&B Asphalt Sealcoating	\$79,800
3. Wolverine Sealcoating	\$80,500
4. Scodeller Construction, Inc.	\$94,500

RECOMMENDATION OF AWARD

May 9, 2024

Barry Cox, City Engineer
City of Sturgis
130 N. Nottawa
Sturgis, MI 49091

RE: 2024 Crack Sealing Program

Dear Barry:

We have reviewed the bids received on May 6, 2024, for the above referenced project. Four bids were received, and the bid summary is attached.

The low bidder is Asphalt Restoration of Kalamazoo, Michigan with a bid amount of \$77,000.

I have reviewed the bids and all required bidding documents were submitted. Asphalt Restoration is a Michigan Department of Transportation pre-qualified firm and has successfully completed past projects for the City.

Based on the above information, we recommend the award of the 2024 Crack Sealing Program project to Asphalt Restoration with a bid amount of \$77,000.

Please feel free to call with any questions.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Matt Johnson, P.E.
Project Manager

Enclosure

2024 Crack Sealing Program

		Local & Major Street Funds		Total	Notes
		Local FY 2023-2024	Major FY 2023-2024		
BUDGETED FUNDS		\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	
PROJECT COSTS					
Design and Bid Phase Engineering	APPROVED	\$ 4,400.00	\$ 4,400.00	\$ 8,800.00	
Asphalt Restoration Inc. BID Request		\$ 77,491.43	\$ 25,830.48	\$ 103,321.90	75% of the streets being crack sealed are Local, 25% are Major streets.
TOTAL CITY COST		\$ 81,891.43	\$ 30,230.48	\$ 112,121.90	
OVER (UNDER) BUDGET		(18,108.58)	(69,769.53)	(87,878.10)	

	FY 2023-2024	Money Spent	Crack Seal Estimate	Remainder of Budget	Notes
Parks Maintenace	\$ 28,300.00	\$ 7,405.84	\$ 3,000.00	\$ 17,894.16	Spence Sofbtall Complex Parking Lot
Cemetery Maintenace	\$ 8,460.00	\$ 1,106.70	\$ 2,100.00	\$ 5,253.30	Memorial Gardens & Oaklawn Cemetary Parking Lot
Parking Lots	\$ 25,500.00	\$ 373.81	\$ 13,500.00	\$ 11,626.19	PSUB, Doyle, Auditorium, City Parking Lot #3, Museum
			\$ 18,600.00		

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

Offer to Purchase

March 14, 2024

City of Sturgis
Attn: Andrew Kuk
130 N. Nottawa St.
Sturgis, Michigan 49091

Dear Owner(s):

Subject: CS: 78022, JN: 210856, Parcel: 7002
Address: 507 W. Chicago Rd, Sturgis, MI 49091, County: St. Joseph

The Michigan Department of Transportation (MDOT) has an upcoming project along US-12. We are interested in acquiring Consent to Construct/Reconstruct Sidewalk rights to your property located at 507 W. Chicago Rd, Sturgis, MI 49091 in St. Joseph County as set forth in the attached Addendum(a). In accordance with state and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's offer to purchase these rights based on the terms and conditions contained herein. Please note that MDOT is not making this offer under the threat of condemnation. If an agreement regarding the purchase cannot be reached, MDOT will discontinue negotiations and cease this transaction.

If you agree, MDOT will purchase the rights to your property described as set forth in the attached Addendum(a).

This offer is based upon the valuation set forth in the enclosed market study report.

MDOT's offer for the property rights to be purchased is itemized below:

Type	Amount
Consent to Construct/Reconstruct Sidewalk	\$300.00
TOTAL	\$300.00

City of Sturgis
Parcel 7002
Page 2
March 14, 2024

Accordingly, the total amount that MDOT is offering to you is \$300.00. Please note that this offer is valid only until 04/13/2024.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. MDOT will review the items you identify and will respond accordingly if any changes will be made to its offer. We are also available to discuss this offer with you.

If you are willing to accept MDOT's offer and agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the offer below in the presence of a witness. Be sure the witness also signs and dates the documents. Please return this letter and Acceptance to my attention.

Also included in this packet are instructions to register with us to have your compensation sent to you via electronic funds transfer (EFT). Please contact me if you are unable to register.

Thank you in advance for your consideration of our offer. If you have any questions, please contact me at 269-270-8140 or barrc5@michigan.gov.

Sincerely,



Colin Barr
Property Analyst
Michigan Department of Transportation

Enclosures: Acceptance of Offer, Addendum(a), Instrument(s), Legal Description(s),
EFT Instructions and Valuation Report

Acceptance of Offer

The undersigned accept(s) the Michigan Department of Transportation's (MDOT's) offer of \$300.00 for the property described in MDOT's offer dated 03/14/2024. Furthermore, the undersigned agree(s) to the following terms and conditions set forth in the attached Addendum(a):

Signature: _____

Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____

Witness Date: _____

Witness Name: _____

Signature: _____

Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____

Witness Date: _____

Witness Name: _____

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		

Addendum for Consent(s)

PRICE: The owner(s) agree(s) to grant the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of \$300.00 via the appropriate instrument(s).

CONSENT TYPE(S): Consent to Construct/Reconstruct Sidewalk

OCCUPANCY: The owner(s) agree(s) to grant the Michigan Department of Transportation occupancy of the described property upon payment of the price listed above effective from start of project through completion of project.

CONVEYANCE: The owner(s) agree to deliver to MDOT the above cited consents subject to the following provision: This conveyance includes, but is not limited to, the right to any drainage structure replacement or repair; the right to remove trees, shrubs, and vegetation as necessary in the judgement of the Michigan Department of Transportation and the right of temporary occupancy by public utilities.

SPECIAL PROVISIONS: NONE

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		

Legal Description: Consent to Construct/Reconstruct Sidewalk
Station # 249+34.27 LT to 244+44.27 LT US-12 Legal Alignment

A consent to construct the existing sidewalk, over and across the following described Tract "A".

See attached sketches.

The land depicted in the attached sketch for sidewalk construction purposes contain 49 square feet, more or less.

Tract "A": Beginning at the intersection of the North line of W. Chicago Road and the West line of Park Street (vacated portion between W. Chicago Road and South Street, now called Neuman Avenue); thence North to the South line of Neuman Avenue; thence West along said South line of Neuman Avenue to the East line of Centreville Street; thence South along said West line to the North line of W. Chicago Road; thence Northeasterly along North line of W. Chicago Road to the Point of Beginning.

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		

CONSENT

The Grantor(s) City of Sturgis, a Michigan municipal corporation, for the sum of Three Hundred dollars and 00 cents (\$300.00) grant to the Michigan Department of Transportation, whose address is 425 W. Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909 the right to Consent to Construct/Reconstruct Sidewalk, for transportation purposes, in over, and upon the real estate located in the City of Sturgis, County of St. Joseph, State of Michigan, as described on the attached Legal Description; commonly known as 507 W. Chicago Rd, Sturgis, MI 49091, including, but not limited to, the right to any drainage structure replacement or repair, the right to remove trees, shrubs, and vegetation as necessary in the judgment of the Michigan Department of Transportation and the right of temporary occupancy by public utilities; effective from start of project to completion of project.

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		

Legal Description: Consent to Construct/Reconstruct Sidewalk

Station # 249+34.27 LT to 244+44.27 LT US-12 Legal Alignment

A consent to construct the existing sidewalk, over and across the following described Tract "A".

See attached sketches.

The land depicted in the attached sketch for sidewalk construction purposes contain 49 square feet, more or less.

Tract "A": Beginning at the intersection of the North line of W. Chicago Road and the West line of Park Street (vacated portion between W. Chicago Road and South Street, now called Neuman Avenue); thence North to the South line of Neuman Avenue; thence West along said South line of Neuman Avenue to the East line of Centreville Street; thence South along said West line to the North line of W. Chicago Road; thence Northeasterly along North line of W. Chicago Road to the Point of Beginning.

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____

Witness Date: _____

Witness Name: _____

Signature: _____

Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____

Witness Date: _____

Witness Name: _____

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		

COMPENSATION SUMMARY

	Area (Sqft)		Price/Sqft		Subtotal		Factor		Line Total	EJC Amount
Consent to Construct/Reconstruct Sidewalk	49	X	\$2.63	=	\$129.00	X	10%	=	\$13	\$300

Total \$13

Total Estimated Just Compensation \$300

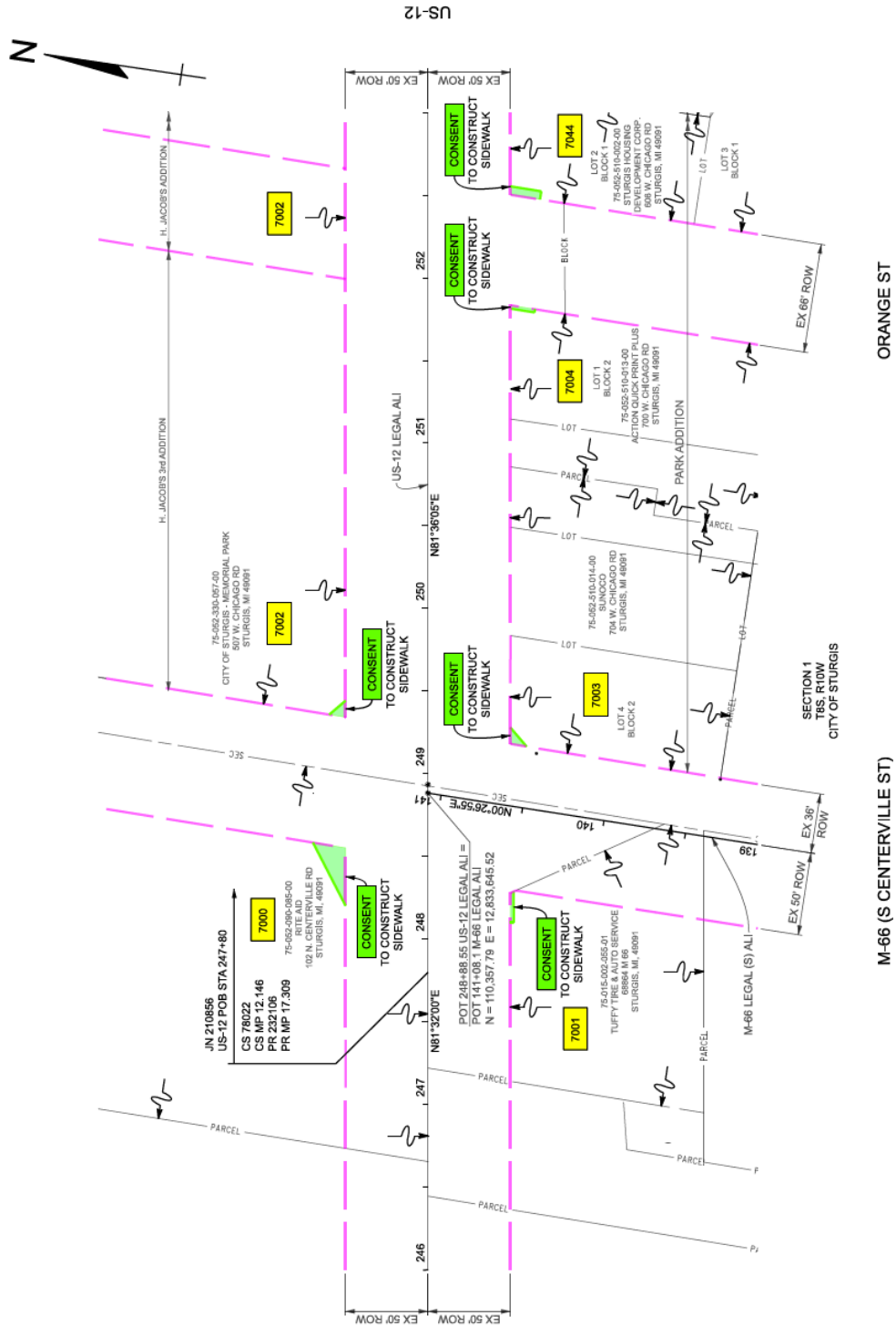
Parcel: 7002

CS: 78022

Job ID: 210856

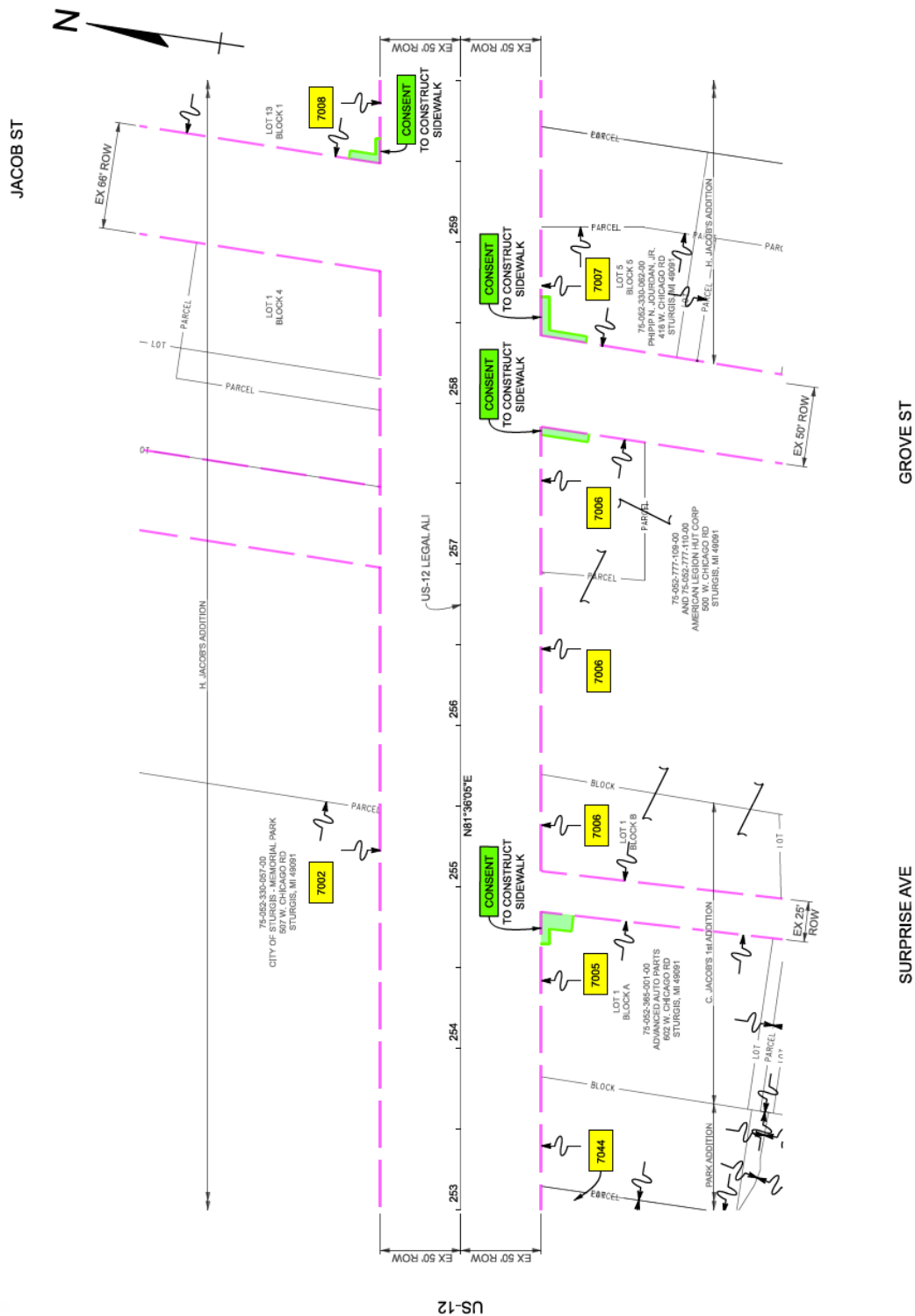
Owner of Record: City of Sturgis - Memorial Park

Alignment Sketch



CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		

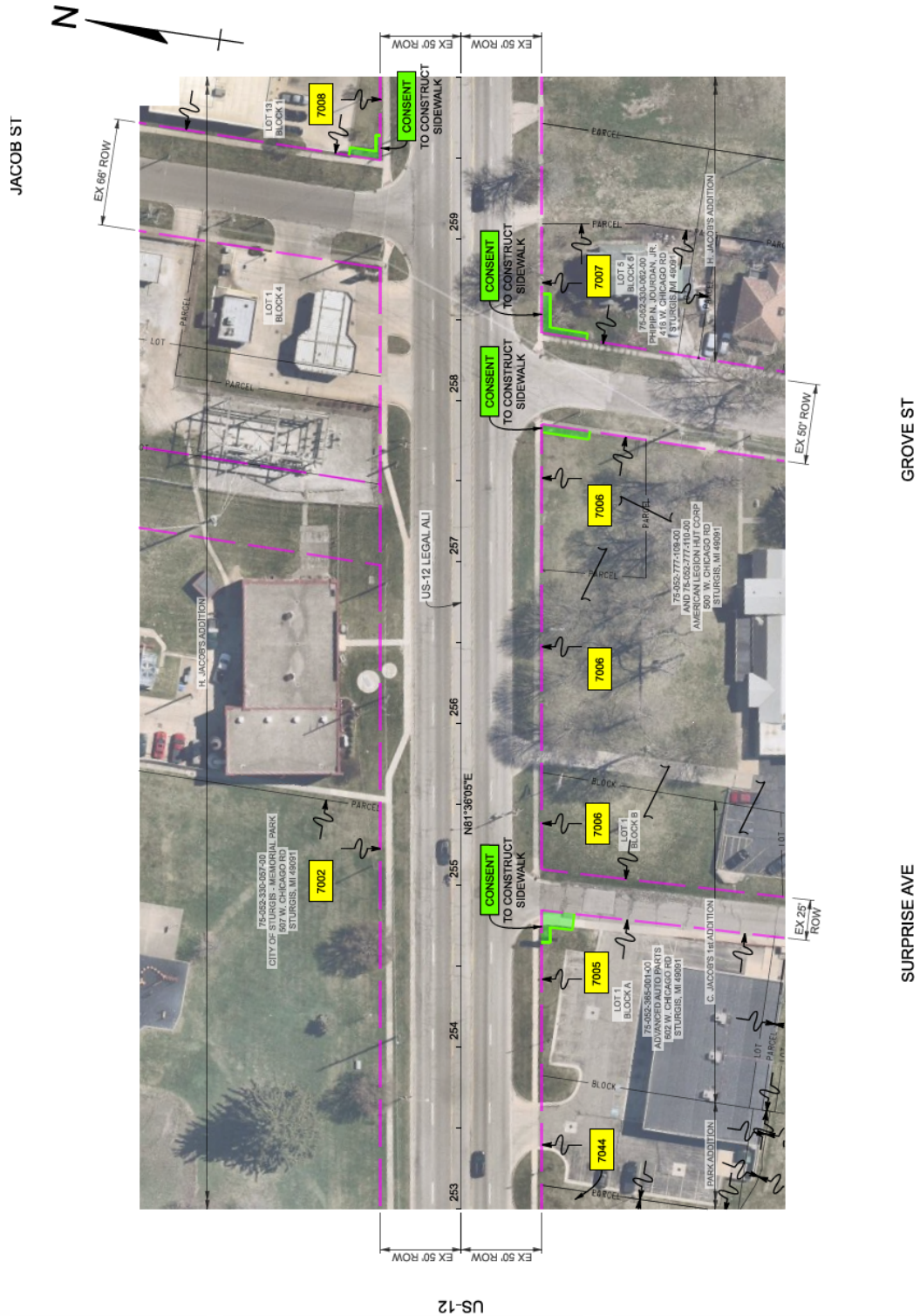
US-12



CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		

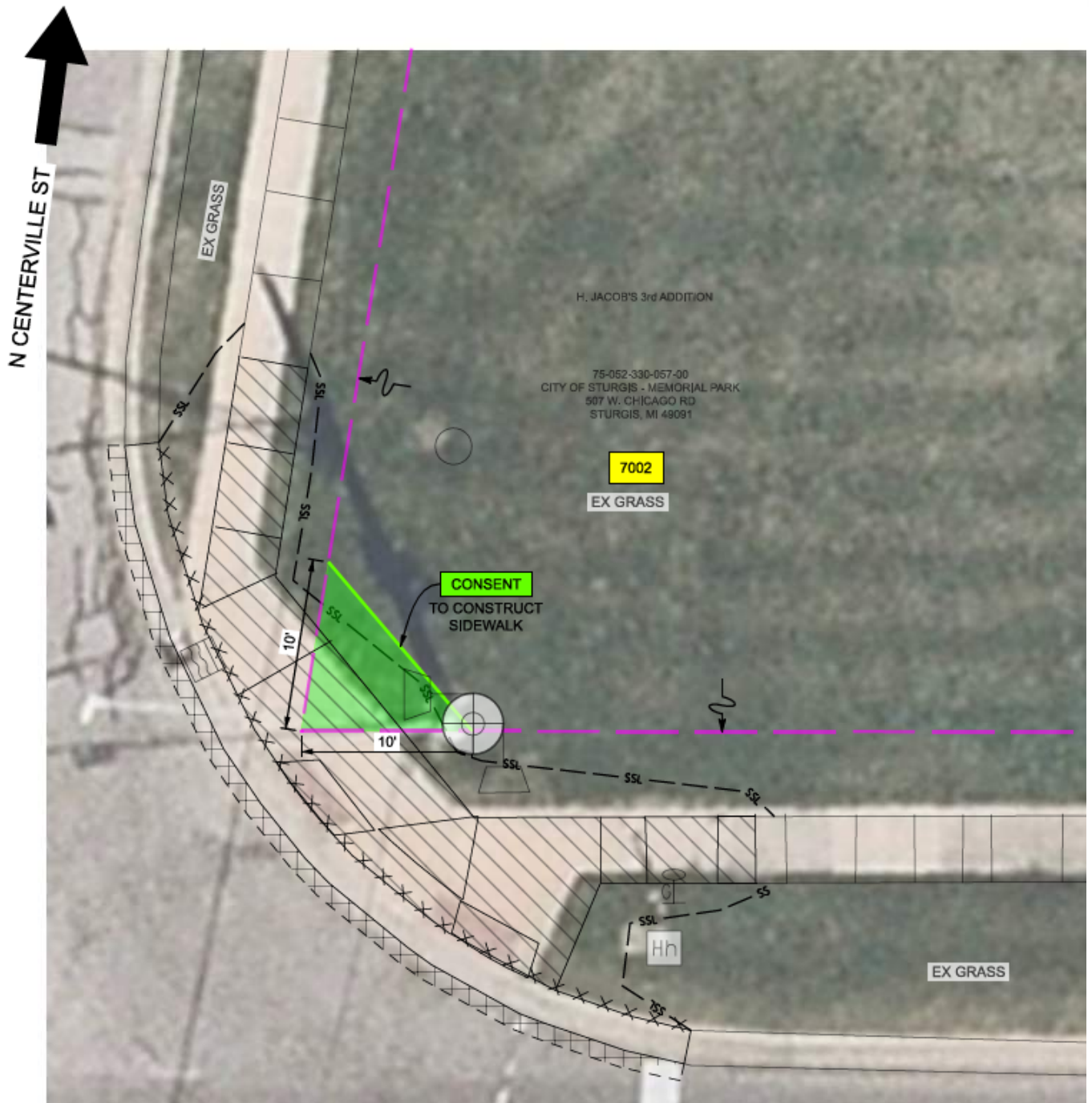
US-12

Alignment Sketch



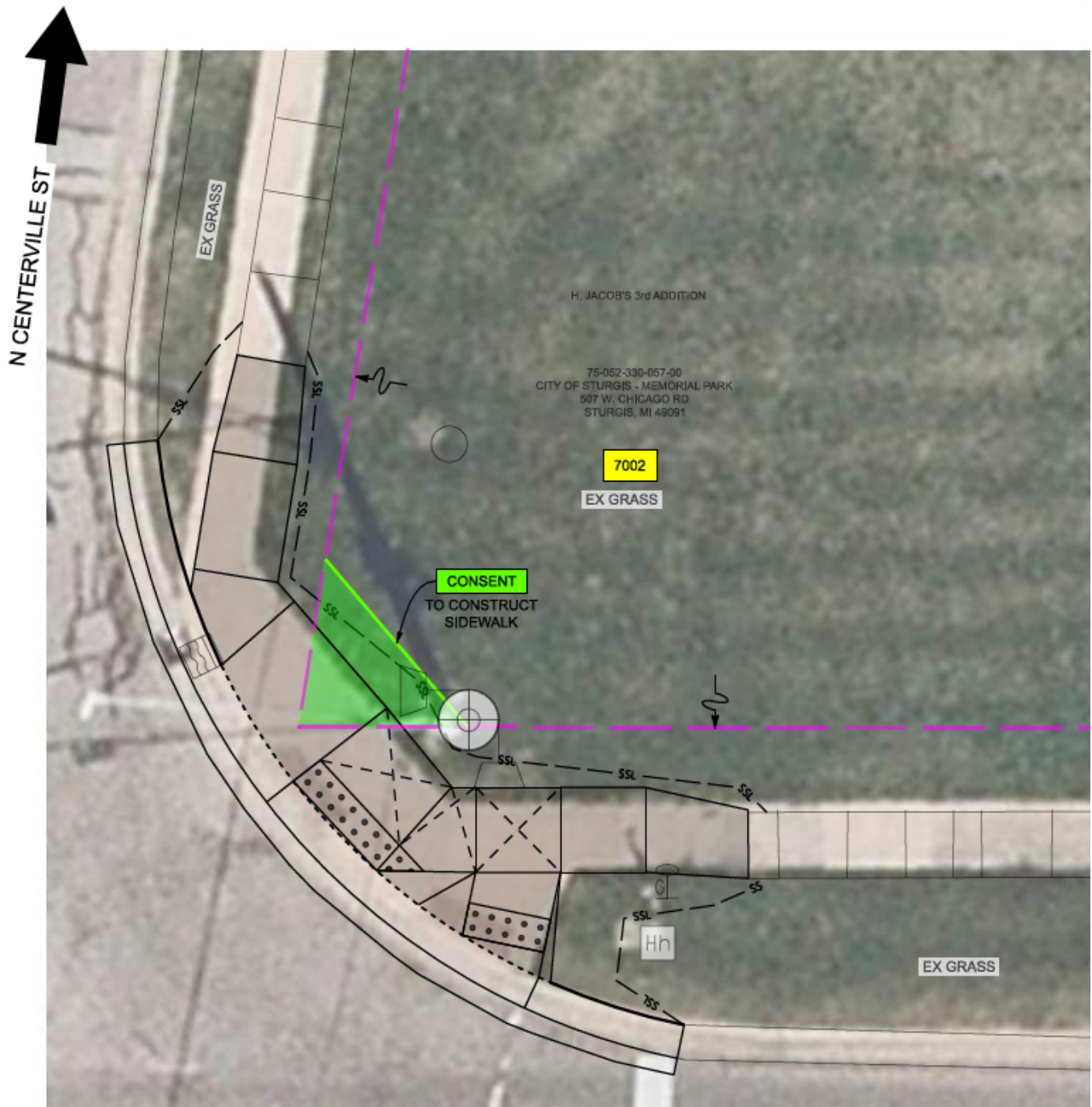
CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		

Removal Sketch



CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		

Construction Sketch



CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7002
OWNER OF RECORD City of Sturgis - Memorial Park		
PROPERTY TAX CODE 75-052-330-057-00		



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

Offer to Purchase

March 14, 2024

City of Sturgis
Attn: Andrew Kuk
130 N Nottawa St
Sturgis, Michigan 49091

Dear Owner(s):

Subject: CS: 78022, JN: 210856, Parcel: 7035
Address: 1205 E. Chicago Rd, Sturgis, MI, 49091, County: St. Joseph

The Michigan Department of Transportation (MDOT) has an upcoming project along US-12. We are interested in acquiring Consent to Construct/Reconstruct Sidewalk rights to your property located at 1205 E. Chicago Rd, Sturgis, MI, 49091 in St. Joseph County as set forth in the attached Addendum(a). In accordance with state and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's offer to purchase these rights based on the terms and conditions contained herein. Please note that MDOT is not making this offer under the threat of condemnation. If an agreement regarding the purchase cannot be reached, MDOT will discontinue negotiations and cease this transaction.

If you agree, MDOT will purchase the rights to your property described as set forth in the attached Addendum(a).

This offer is based upon the valuation set forth in the enclosed market study report.

MDOT's offer for the property rights to be purchased is itemized below:

Type	Amount
Consent to Construct/Reconstruct Sidewalk	\$300.00
TOTAL	\$300.00

City of Sturgis
Parcel 7035
Page 2
March 14, 2024

Accordingly, the total amount that MDOT is offering to you is \$300.00. Please note that this offer is valid only until 04/13/2024.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. MDOT will review the items you identify and will respond accordingly if any changes will be made to its offer. We are also available to discuss this offer with you.

If you are willing to accept MDOT's offer and agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the offer below in the presence of a witness. Be sure the witness also signs and dates the documents. Please return this letter and Acceptance to my attention.

Also included in this packet are instructions to register with us to have your compensation sent to you via electronic funds transfer (EFT). Please contact me if you are unable to register.

Thank you in advance for your consideration of our offer. If you have any questions, please contact me at 269-270-8140 or barrc5@michigan.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Colin Barr', with a stylized flourish at the end.

Colin Barr
Property Analyst
Michigan Department of Transportation

Enclosures: Acceptance of Offer, Addendum(a), Instrument(s), Legal Description(s), EFT Instructions and Valuation Report

Acceptance of Offer

The undersigned accept(s) the Michigan Department of Transportation's (MDOT's) offer of \$300.00 for the property described in MDOT's offer dated 03/14/2024. Furthermore, the undersigned agree(s) to the following terms and conditions set forth in the attached Addendum(a):

Signature: _____

Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____

Witness Date: _____

Witness Name: _____

Signature: _____

Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____

Witness Date: _____

Witness Name: _____

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7035
OWNER OF RECORD City of Sturgis - Pioneer Park		
PROPERTY TAX CODE 75-052-460-013-00		

Addendum for Consent(s)

PRICE: The owner(s) agree(s) to grant the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of \$300.00 via the appropriate instrument(s).

CONSENT TYPE(S): Consent to Construct/Reconstruct Sidewalk

OCCUPANCY: The owner(s) agree(s) to grant the Michigan Department of Transportation occupancy of the described property upon payment of the price listed above effective from start of project through completion of project.

CONVEYANCE: The owner(s) agree to deliver to MDOT the above cited consents subject to the following provision: This conveyance includes, but is not limited to, the right to any drainage structure replacement or repair; the right to remove trees, shrubs, and vegetation as necessary in the judgement of the Michigan Department of Transportation and the right of temporary occupancy by public utilities.

SPECIAL PROVISIONS: NONE

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7035
OWNER OF RECORD City of Sturgis - Pioneer Park		
PROPERTY TAX CODE 75-052-460-013-00		

Legal Description: Consent to Construct/Reconstruct Sidewalk
Station # 314+54.36 RT to 314+75.13 RT US-12 Legal Alignment

A consent to construct the existing sidewalk, over and across the following described Tract "A".

See attached sketches.

The land depicted in the attached sketch for sidewalk construction purposes contain 102 square feet, more or less.

Tract "A": The North 60 feet of Lot 1, Block 3, Plat of Maplecrest, Town 8 South, Range 9 West, City of Sturgis, St. Joseph County, Michigan.

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7035
OWNER OF RECORD City of Sturgis - Pioneer Park		
PROPERTY TAX CODE 75-052-460-013-00		

CONSENT

The Grantor(s) City of Sturgis, a Michigan municipal corporation, for the sum of Three Hundred dollars and 00 cents (\$300.00) grant to the Michigan Department of Transportation, whose address is 425 W. Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909 the right to Consent to Construct/Reconstruct Sidewalk, for transportation purposes, in over, and upon the real estate located in the City of Sturgis, County of St. Joseph, State of Michigan, as described on the attached Legal Description; commonly known as 1205 E. Chicago Rd, Sturgis, MI, 49091, including, but not limited to, the right to any drainage structure replacement or repair, the right to remove trees, shrubs, and vegetation as necessary in the judgment of the Michigan Department of Transportation and the right of temporary occupancy by public utilities; effective from start of project to completion of project.

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7035
OWNER OF RECORD City of Sturgis - Pioneer Park		
PROPERTY TAX CODE 75-052-460-013-00		

Legal Description: Consent to Construct/Reconstruct Sidewalk

Station # 314+54.36 RT to 314+75.13 RT US-12 Legal Alignment

A consent to construct the existing sidewalk, over and across the following described Tract "A".

See attached sketches.

The land depicted in the attached sketch for sidewalk construction purposes contain 102 square feet, more or less.

Tract "A": The North 60 feet of Lot 1, Block 3, Plat of Maplecrest, Town 8 South, Range 9 West, City of Sturgis, St. Joseph County, Michigan.

Signature:	_____	Signed Date:	_____
Signatory Name:	_____		
Signatory Title:	_____		
Witness Signature:	_____	Witness Date:	_____
Witness Name:	_____		
Signature:	_____	Signed Date:	_____
Signatory Name:	_____		
Signatory Title:	_____		
Witness Signature:	_____	Witness Date:	_____
Witness Name:	_____		

CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7035
OWNER OF RECORD City of Sturgis - Pioneer Park		
PROPERTY TAX CODE 75-052-460-013-00		

COMPENSATION SUMMARY

	Area (Sqft)		Price/Sqft		Subtotal		Factor		Line Total	EJC Amount
Consent to Construct/Reconstruct Sidewalk	102	X	\$2.63	=	\$269.00	X	10%	=	\$27	\$300

Total	\$27
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Total Estimated Just Compensation **\$300**

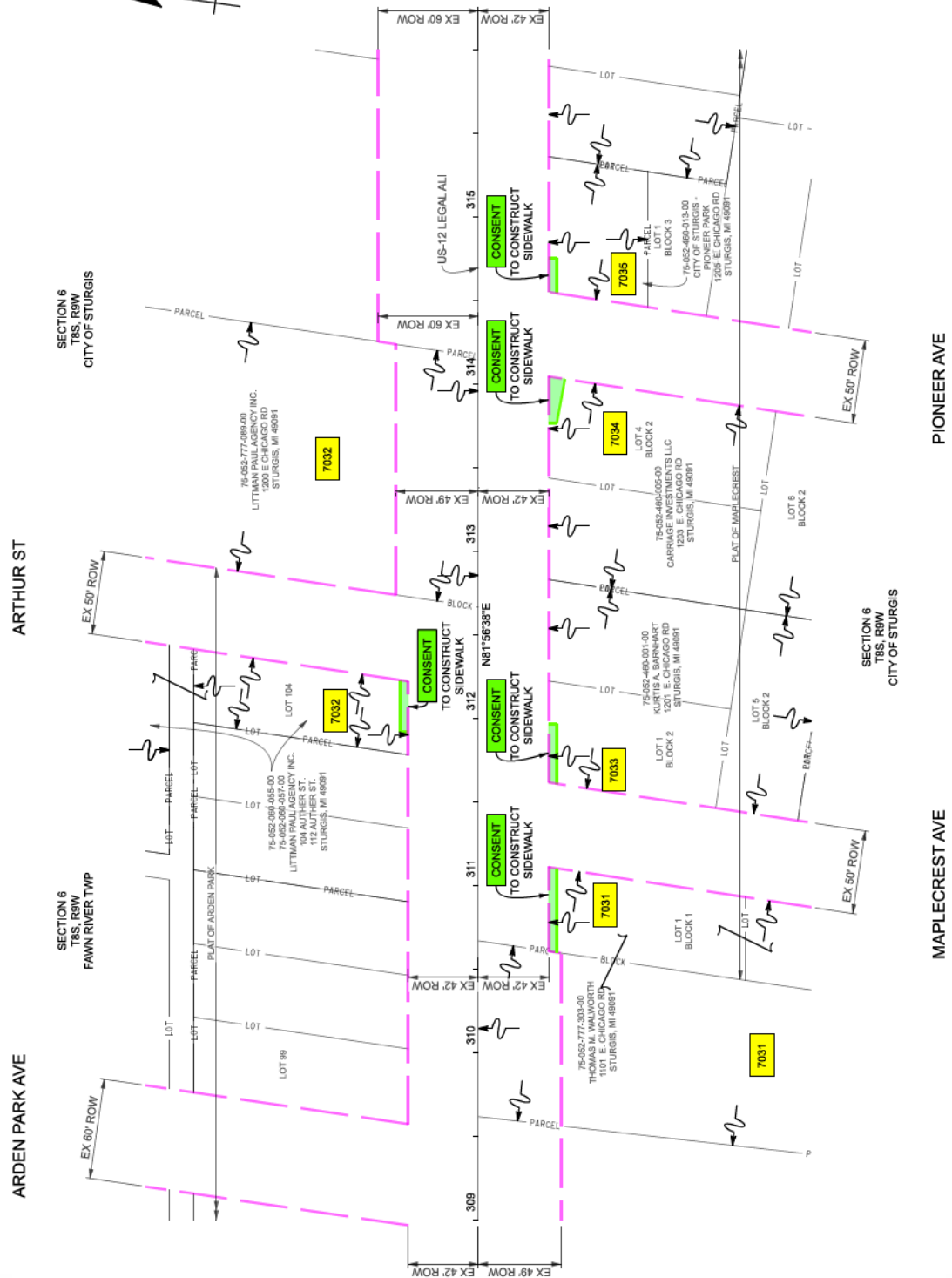
Parcel: 7035

CS: 78022

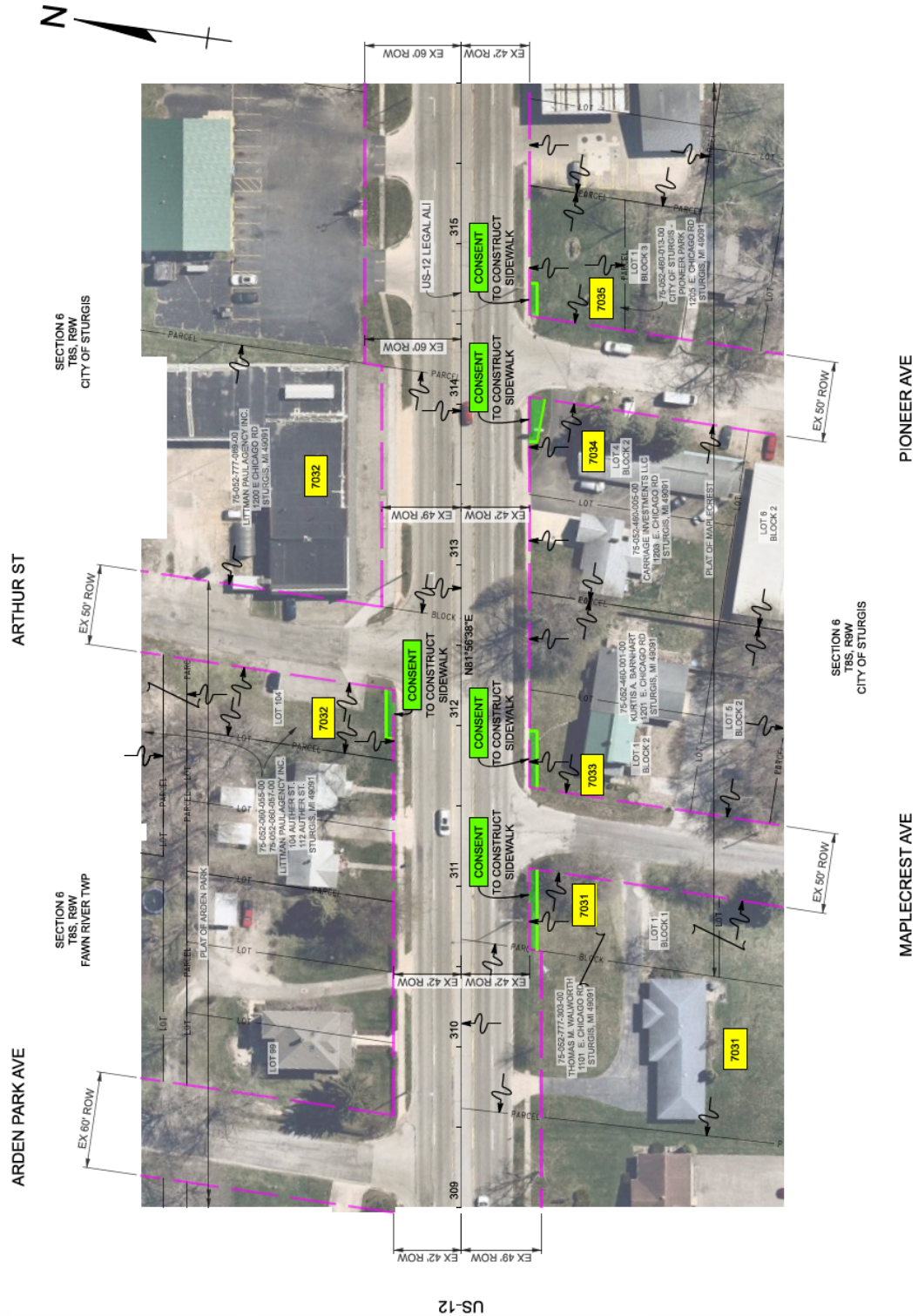
Job ID: 210856

Owner of Record: City of Sturgis - Pioneer Park

US-12

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Alignment Sketch



CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7035
OWNER OF RECORD City of Sturgis - Pioneer Park		
PROPERTY TAX CODE 75-052-460-013-00		

Removal Sketch



CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7035
OWNER OF RECORD City of Sturgis - Pioneer Park		
PROPERTY TAX CODE 75-052-460-013-00		

Construction Sketch



CONTROL SECTION 78022	JOB NUMBER 210856	PARCEL 7035
OWNER OF RECORD City of Sturgis - Pioneer Park		
PROPERTY TAX CODE 75-052-460-013-00		

MARKET STUDY REPORT:

US-12 (Chicago Road) between M-66/Centerville Road & Franks Avenue

City of Sturgis
St. Joseph County, Michigan

Control Section: 78022
Job No. 210856

PREPARED FOR:

Mr. Erik Kayser
Real Estate Property Manager
Michigan Department of Transportation
Southwest Region
1501 E. Kilgore Road
Kalamazoo, MI 49001

PREPARED BY:

Ken Flowers
Limited Real Estate Appraiser
Michigan Department of Transportation – Real Estate Services
425 West Ottawa Street
P.O. Box 30050
Lansing, MI 48909

REPORT DATE:

January 9, 2024

MARKET STUDY REPORT

A market study (a.k.a. waiver valuation) is an appraisal service under the Uniform Standards of Appraisal Practice (USPAP). The scope of the assignment is such that development and reporting of the market study is not covered under specific performance standards of USPAP, i.e., Standard 1 and Standard 2. However, the Ethics Rule, Competency Rule and Jurisdictional Exception Rule of USPAP do apply. In addition, this market study is intended to comply with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act (the Uniform Act) – Common Rule – 49 CFR Part 24 and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The intent of the assignment and scope of work is to provide a credible narrative report within the context of its intended user and limited intended use.

SCOPE OF WORK

The objective of the scope of work is to identify the problem and determine appropriate methods to develop credible results. The following describes the scope of work.

Purpose of the Market Study: The market study identifies a range of prices for properties in the defined market study area and not to a specific property. The sales are categorized by their highest and best use. In this study, the properties are for commercial and residential uses within the city of Sturgis. Due to the lack of commercial sales, sales from other cities in the southern Michigan region had to be used.

Intended User: The intended user is the Michigan Department of Transportation.

Intended Use: The *sole* intended use is to assist in determining just compensation for uncomplicated grading permits and/or other small temporary or permanent acquisitions for sidewalk upgrades, repairs, and improvements in the city of Sturgis. The project area is US-12 between M-66/Centerville Road and Franks Avenue in the city of Sturgis, St. Joseph County, MI. ***The market study is not intended for any other use, or to be relied upon by any other party.***

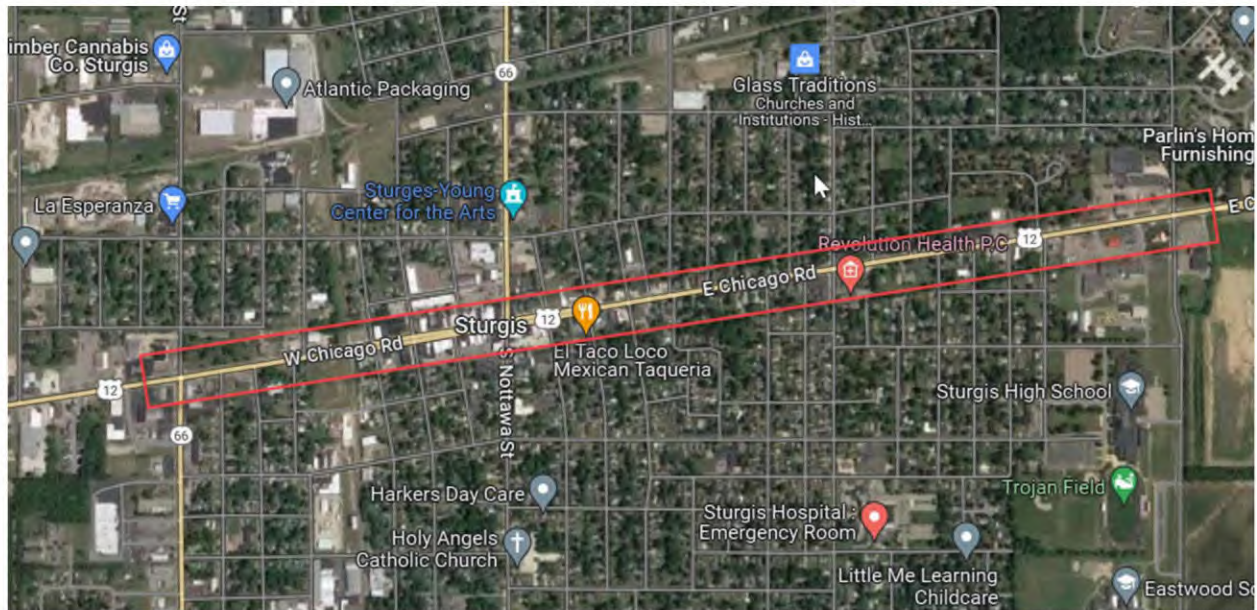
Extent of Inspection: An exterior inspection of the subject area was completed on December 13, 2023 by Ken Flowers. Additional data was considered from MDOT project plans, County GIS, and Google Maps.

Type and Extent of Market Data Considered: The extent of collecting, confirming, and analyzing the market data is as follows:

- Data sources include the SWMRIC/MichRIC and public records.
- Sales of residential vacant land within or near the city of Sturgis CBD and sales from July 2020 to the present.
- Sales of commercial vacant land within smaller cities and villages in Branch, Cass, and St. Joseph Counties and sales from March 2022 to the present.

MARKET STUDY DATA ANALYSIS

The market study area is located along US-12 between M-66/Centerville Road and Franks Avenue in the city of Sturgis. Following is a map of the project areas.

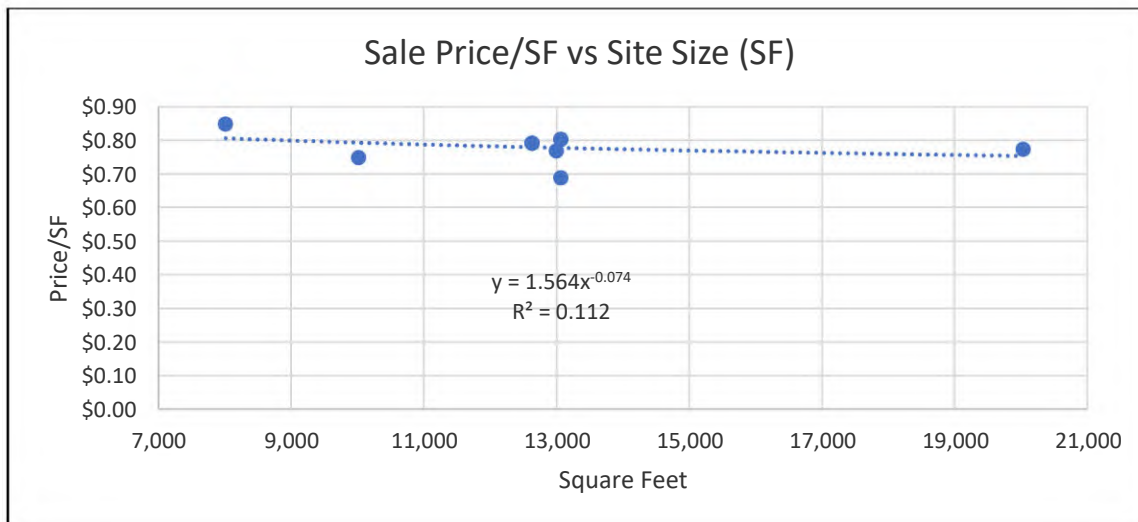


Residential Land

The table located on the following page summarizes the sales found that met the search parameters within the market study area. The unit rate determined to be most applicable in making comparisons is price per square foot or price per acre.

Market Study Vacant Land Sales - Residential											
Sale #	List Number	Street #	Street Name	Sold Date	Sold Price	Lot SF	SP/SF	Lot Acres	SP/Ac	Use	DOM
1	20046069	410	Pioneer Avenue	4/29/2021	\$9,000	13,068	\$0.69	0.300	\$30,000	Residential	169
2	23137275	604	S. Clay Street	10/20/2023	\$7,500	10,019	\$0.75	0.230	\$32,608	Residential	0
3	23005202	804	Friar Tuck Drive	2/21/2023	\$10,000	13,000	\$0.77	0.298	\$33,508	Residential	0
4	21003247	309	Liberty Street	6/1/2022	\$15,500	20,038	\$0.77	0.460	\$33,695	Residential	476
5	19012435	913	Nottingham	7/24/2020	\$10,000	12,632	\$0.79	0.290	\$34,484	Residential	434
6	19012443	907	Nottingham	7/24/2020	\$10,000	12,632	\$0.79	0.290	\$34,484	Residential	434
7	19012449	705	Hampshire	3/29/2023	\$10,000	12,632	\$0.79	0.290	\$34,484	Residential	1437
8	21006748	906	Nottingham Drive	9/16/2021	\$10,500	13,068	\$0.80	0.300	\$35,000	Residential	170
9	21006749	902	Nottingham Drive	9/16/2021	\$10,500	13,068	\$0.80	0.300	\$35,000	Residential	170
10	23137402	601	W. West Street	11/6/2023	\$6,800	8,015	\$0.85	0.184	\$36,957	Residential	6

Below is a graph of the sales used in this market study.



Summary: The unadjusted sales indicate the following characteristics:

	<u>Lot SF</u>	<u>SP/SF</u>	<u>Lot Acres</u>	<u>SP/Ac</u>
Low End of Range	8,015	\$0.69	0.184	\$30,000
High End of Range	20,038	\$0.85	0.460	\$36,957
Mean	12,817	\$0.78	0.294	\$34,022
Median	12,816	\$0.79	0.294	\$34,484
Std Dev		\$0.04		\$1,817
COV (Std Dev / Mean)		5%		5%
Min @ 1 Std Dev		\$0.74		\$32,205
Max @ 1 Std Dev		\$0.82		\$35,839

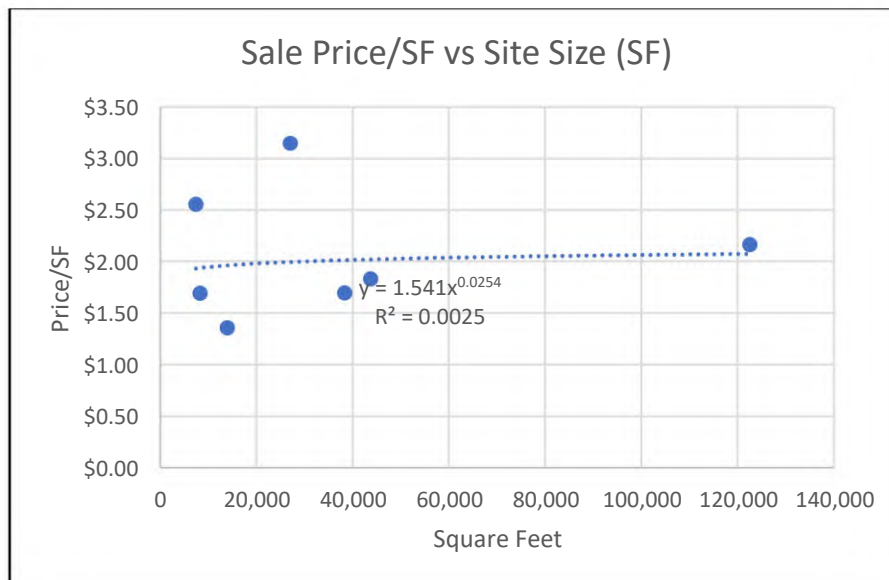
Therefore, after applying statistical analysis to the data identified in the area targeted for the period described, the estimated sale prices in the market area, as of January 9, 2023, has a most likely/probable (within 1 standard deviation) range of \$0.74/SF to \$.82/SF with an average of \$0.78/SF, which is equivalent to \$32,205 to \$35,839/acre with an average of \$34,022/acre.

Commercial Land

The table located below summarizes the sales found that met the search parameters within the market study area. The unit rate determined to be most applicable in making comparisons is price per square foot or price per acre.

Sale #	List Number	Street #	Street Name	City/Twp	Sold Date	Sold Price	Lot SF	SP/SF	Lot Ac	SP/Ac	Rd Frtg	Use	DOM
1	23005714	54	Chicago Street	Quincy Vllg	2/24/2023	\$18,900	13,939	\$1.36	0.320	\$59,063	65	Commercial	0
2	21113852	97	Pearl Street	Coldwater City	6/23/2022	\$14,000	8,276	\$1.69	0.190	\$73,688	229	Commercial	215
3	21111338	121	Centerville Road	Sturgis City	3/24/2022	\$65,000	38,333	\$1.70	0.880	\$73,863	100	Commercial	98
4	22051138		May Street	Ontwa Twp	6/5/2023	\$80,000	43,691	\$1.83	1.003	\$79,760	209	Commercial	140
5	23003834		Northshore Drive	Coldwater City	3/7/2023	\$265,000	122,534	\$2.16	2.813	\$94,206	175.7	Commercial	23
6	23005713	48	Chicago Street	Quincy Vllg	2/24/2023	\$18,900	7,405	\$2.55	0.170	\$111,179	69	Commercial	0
7	22024933		Health Parkway Parkway	Three Rivers City	8/19/2022	\$85,000	27,007	\$3.15	0.620	\$137,098	87	Commercial	29

Below is a graph of the sales used in this market study.



Summary: The unadjusted sales indicate the following characteristics:

	<u>Lot SF</u>	<u>SP/SF</u>	<u>Lot Ac</u>	<u>SP/Ac</u>
Low End of Range	7,405	\$1.36	0.170	\$59,063
High End of Range	122,534	\$3.15	2.813	\$137,098
Mean	37,312	\$2.06	0.857	\$89,837
Median	27,007	\$1.83	0.620	\$79,760
Std Dev		\$0.57		\$24,706
COV (Std Dev / Mean)		28%		28%
Min @ 1 Std Dev		\$1.50		\$65,131
Max @ 1 Std Dev		\$2.63		\$114,543

Therefore, after applying statistical analysis to the data identified in the area targeted for the time period described, the estimated sale prices in the market area, as of January 9, 2024, has a most likely/probable (within 1 standard deviation) range of \$1.50/SF to \$2.63/SF with an average of \$2.06/SF, which is equivalent to \$65,131 to \$114,543/acre with an average of \$89,837/acre.

CONSENT TO GRADE COMPENSATION

Compensation for the grading permit is estimated based on a land rental rate. It is calculated using the fee simple unit rate for the land and an overall capitalization rate. The formula is as follows:

$$\begin{aligned}
 & \text{Grading Permit Area} \\
 & \times \frac{\text{Fee Simple Land Value Unit Rate}}{\text{Land Overall Capitalization Rate}} \\
 & = \text{Annual Consent to Grade Compensation}
 \end{aligned}$$

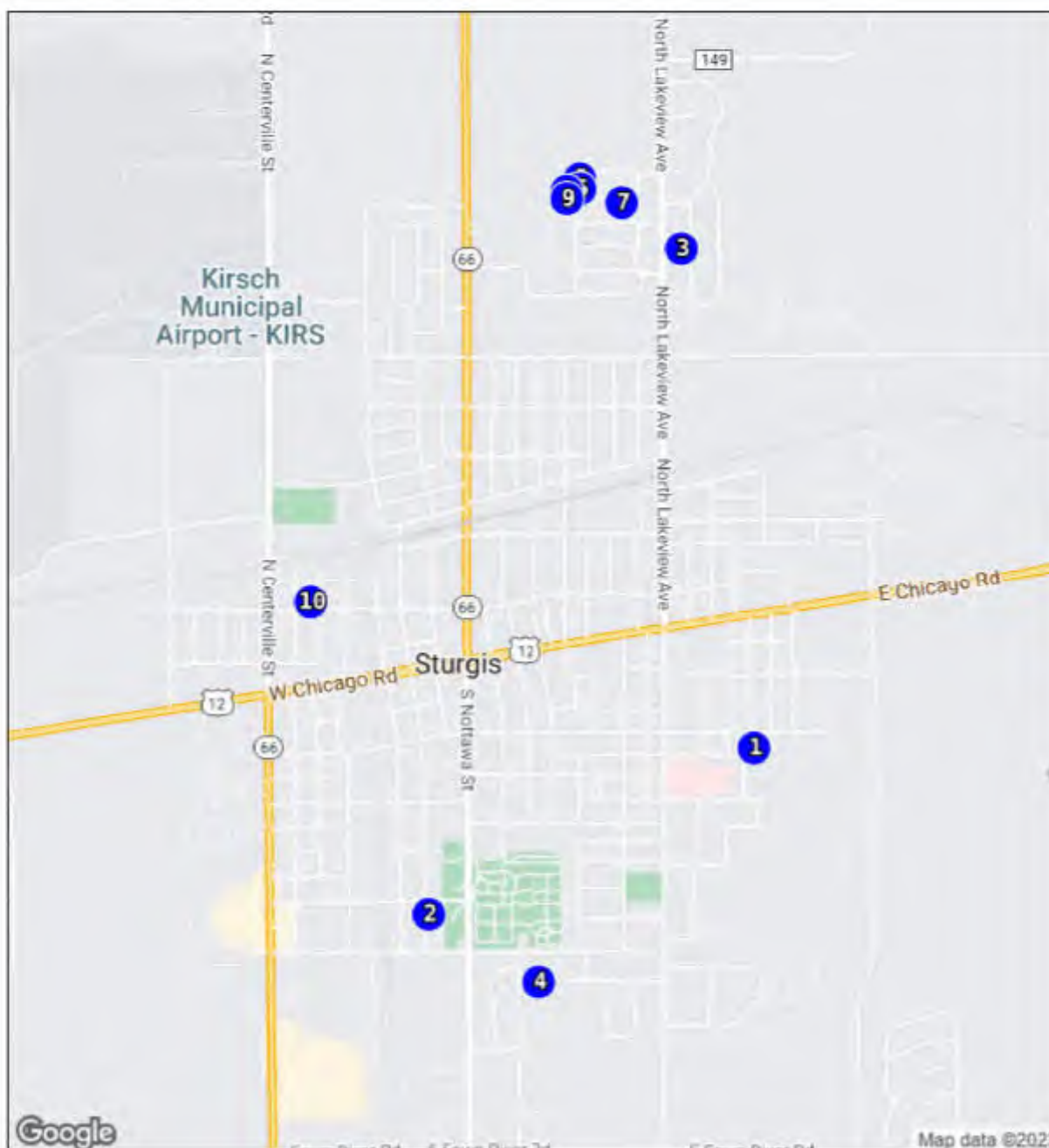
Based on land lease rate data from the RealtyRates.com Investor Survey (4Q 2023) a range of vacant land overall capitalization rates, for different property types, is illustrated in the following table. The cap rate indicates the “annual” rate of return.

Realty Rates - Land Lease Cap Rate Summary						
<u>Property Type</u>	<u>Date</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Average</u>	<u>Mid Point</u>	<u>Avg-Max MidPt</u>
Apartments	4Q 2023	4.29%	10.95%	8.42%	7.62%	9.69%
Golf	4Q 2023	4.85%	16.09%	10.56%	10.47%	13.33%
Health Care/Senior Housing	4Q 2023	4.85%	12.25%	9.05%	8.55%	10.65%
Industrial	4Q 2023	4.65%	11.95%	8.84%	8.30%	10.40%
Lodging	4Q 2023	4.79%	16.02%	9.13%	10.41%	12.58%
Mobile Home/RV Park	4Q 2023	4.69%	14.65%	9.69%	9.67%	12.17%
Office	4Q 2023	4.67%	11.82%	8.55%	8.25%	10.19%
Restaurant	4Q 2023	5.35%	18.15%	10.35%	11.75%	14.25%
Retail	4Q 2023	4.49%	12.05%	8.94%	8.27%	10.50%
Self-Storage	4Q 2023	4.62%	12.05%	9.86%	8.34%	10.96%
Special Purpose	4Q 2023	5.59%	17.75%	10.69%	11.67%	14.22%
	Low	4.29%	10.95%	8.42%	7.62%	9.69%
	High	5.59%	18.15%	10.69%	11.75%	14.25%
	Avg	4.80%	13.98%	9.46%	9.39%	11.72%
	Mid Pt	4.94%	14.55%	9.56%	9.69%	11.97%
	Median	4.69%	12.25%	9.13%	8.55%	10.96%
All Properties (Wt Avg)	4Q 2023	4.29%	18.15%	9.46%	11.22%	13.81%

ADDENDUM

**Residential Land Sales
Commercial Land Sales
Appraiser Qualifications**

Residential Land Sales


Legend

- | | |
|--|--|
| 1. 410 Pioneer Avenue, Sturgis, MI 49091(20046069) | 6. 907 Nottingham, Sturgis, MI 49091(19012443) |
| 2. 604 S Clay Street, Sturgis, MI 49091(23137275) | 7. 705 Hampshire, Sturgis, MI 49091(19012449) |
| 3. 804 Friar Tuck Drive, Sturgis, MI 49091(23005202) | 8. 906 Nottingham Drive, Sturgis, MI 49091(21006748) |
| 4. 309 Liberty Street, Sturgis, MI 49091(21003247) | 9. 902 Nottingham Drive, Sturgis, MI 49091(21006749) |
| 5. 913 Nottingham, Sturgis, MI 49091(19012435) | 10. 601 W West Street, Sturgis, MI 49091(23137402) |



List Number: 20046069
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: 108,76 x 120
Cross Streets: Walker & Congress
Waterfront: No
Water Access Y/N: No

Property Sub-Type: Lot
Sub-Area: J60 - Sturgis City
County: St. Joseph
Possession: Close of Escrow

Status: Sold
List Price: 15,000
Original List Price: \$15,000
List Price/Acre: 50,000
Sold Price/Acre: 30,000
Days On Market: 169
Cumulative DOM: 169
Tax ID #: 7505246020300
Lot Acres: 0.3
Lot Square Footage: 13,068
Road Frontage: 10,876

Directions: Corner of Pioneer and Walker. Take Farwell to Walker, turn West on to Walker until you reach Pioneer.

Legal: LOTS 7 & 9 BLK 20 MAPLECREST ADD, CITY OF STURGIS.
Taxable Value: 5,400
Annual Property Tax: 393.49
School District: Sturgis

SEV: 5,400
Tax Year: 2019
Zoning:

For Tax Year: 2020
Homestead %: 0
Special Assmt/Type: None Known

Assoc. Amenities:	Lot Description: Buildable; Cleared; Corner	Terms Available: Cash; Conventional
Assoc. Fee	Lot: Level	Util Avail at
Incl.:	Mineral Rights: Unknown	Street:
Auction Details:	Outbuildings:	Utilities
Docs at List	Sale: None	Attached:
Office:	Conditions:	Water Fea.
	Street Type: Paved; Public	Amenities:
	Association	Water Type:
	Info.:	Current Use:

Public Remarks: Very well kept buildable corner lot in the Southeast Section of the City of Sturgis. The perfect lot for building your dream home. Living there, you would be surrounded by other beautiful and very well-kept homes. This lot is situated in an ideal location - near Sturgis High School, Eastwood Elementary School, Sturgis Hospital, doctors, churches, restaurants, and shopping. Drive by and take a look or stop and walk the property while visualizing the gorgeous home you could build. Then, make an offer.

Agent Only Remarks:

Seller: Nguyen **Sub Agency:** 0% **Buyer Agency:** 3% **Trans Coord:** 3% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	RE/MAX Elite Group(jremaxeg)	269-651-2776	admin@elitegrouphomes.com	Fax:
List Association:	Martie Clark (j365474)	269-268-4811	martiedark@remax.net	Mobile:
	St. Joseph County Association of REALTORS			

Selling Off:	Rock Realty & Auctions, Inc. (jrockrealty)	269-319-6500	mraew711@hotmail.com
Selling Agt:	Karina Hernandez(j321556)	269-503-1111	karinahernandez1111@yahoo.com

Showing Instructions: Vacant Land, Drive By, Walk the Property, Make an Offer

Listing Date:	11/01/2020	Status Change Date:	04/29/2021	Terms:	Cash
Pending Date:	04/19/2021	Sold Date:	04/29/2021	Seller Concessions:	\$0
Sold Sale Conditions:	Not Applicable	Sold Price:	\$9,000		

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List Number: 23137275
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: 66x150
Cross Streets: South St and Magnolia
Waterfront: No
Water Access Y/N: No

Property Sub-Type: Lot
County: St. Joseph

Status: Sold
List Price: 7,500
Original List Price: \$7,500
List Price/Acre: 32,608.7
Sold Price/Acre: 32,608.7
Days On Market: 0
Cumulative DOM: 0
Tax ID #: 7505263007200
Lot Acres: 0.23
Lot Square Footage: 10,019
Road Frontage: 66

Directions: From Chicago Rd, S on Clay St to property

Legal: LOT 69 EXC E 112 FT. F W WAITS ADD. CITY OF STURGIS.

Taxable Value: 5,314

Annual Property Tax: 413.71

School District: Sturgis

SEV: 5,500

Tax Year: 2022

Zoning:

For Tax Year: 2023

Homestead %: 0

Special Assmt/Type: Unknown

Assoc. Amenities:	Lot Description: Level;	Terms Available: Cash; Conventional; Land Contract
Assoc. Fee Incl.:	Sidewalk	Util Avail at Street: Broadband; Cable; Electric; Natural Gas; Public Sewer; Public Water;
Auction Details:	Mineral Rights:	Telephone
Docs at List	Outbuildings:	Utilities Attached: None
Office:	Sale Conditions: None	Water Fea.
	Street Type: Paved; Public	Amenities:
	Association	Water Type:
	Info.:	Current Use:

Public Remarks:

Agent Only Remarks:

Sub Agency: 0%

Buyer Agency: 3%

Trans Coord: 3%

Var: No

Exclusive Agency: No

RP: No

List Off:	Name	Primary Phone	Email	Other
List Agt:	Berkshire Hathaway HomeServices Michigan Real Estate(jpprcolon)	269-432-3430	joshnagy@bhhsmi.com	Fax:
List Association:	Karin Malesh (j356701)	630-632-0855	karinmalesh@bhhsmi.com	Mobile: 630-632-0855
	St. Joseph County Association of REALTORS			

Selling Off:	Berkshire Hathaway HomeServices Michigan Real Estate (jpprcolon)	269-432-3430	joshnagy@bhhsmi.com
Selling Agt:	Karin Malesh(j356701)	630-632-0855	karinmalesh@bhhsmi.com

Showing Instructions: Vacant Land-Go Show

Listing Date:	10/05/2023	Status Change Date:	10/23/2023	Terms:	Land Contract
Pending Date:	10/05/2023	Sold Date:	10/20/2023	Seller Concessions:	None
Sold Sale Conditions:	Not Applicable	Sold Price:	\$7,500		

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List Number: 23005202
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: 100 x 130
Cross Streets: Marian St & Robin Hood
Waterfront: No
Water Access Y/N: No

Property Sub-Type: Lot
Sub-Area: J60 - Sturgis City
County: St. Joseph

Status: Sold
List Price: 10,000
Original List Price: \$10,000
List Price/Acre: 33,333.33
Sold Price/Acre: 33,333.33
Days On Market: 0
Cumulative DOM: 0
Tax ID #: 7505259501301
Lot Acres: 0.2984
Lot Square Footage: 13,000
Road Frontage: 100

Directions: US-12, to N. Lakeview to Marian St to Friar Tuck

Legal: LOT 28 & S 20 FT OF LOT 27 SHERWOOD ADD CITY OF STURGIS (SPLIT FROM 595-013 00/ 2007)

Taxable Value: 6,493

Annual Property Tax: 278

School District: Sturgis

SEV: 6,900

Tax Year: 2021

Zoning:

For Tax Year: 2022

Homestead %: 100

Special Assmt/Type: unknown

Assoc. Amenities:	Lot Description:	Buildable; Cleared; Wooded	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Unknown	Util Avail at Street:	Broadband; Cable; Electric; Natural Gas; Public Sewer; Public Water
Auction Details:	Outbuildings:		Utilities Attached:	None
Docs at List Office:	Sale Conditions:	None	Water Fea. Amenities:	
	Street Type:	Paved; Public	Water Type:	
	Association Info.:		Current Use:	

Public Remarks: Comp purposes only. Clear and flat 100 foot wide and 130 foot deep buildable lot in the Sherwood Addition on a quiet street in Sturgis. Some trees have already been cleared. Close to Wall Elementary School and Sturgis Middle School.

Agent Only Remarks:

Sub Agency: \$0	Buyer Agency: \$500	Trans Coord: \$0	Var: No	Exclusive Agency: No	RP: No
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List Off:	Name	Primary Phone	Email	Other
List Agt:	RE/MAX Elite Group(jremaxeg)	269-651-2776	admin@elitegrouphomes.com	Fax:
List Association:	Randy Sharp (j274217)	269-358-2090	randysharp@remax.net	Mobile:
	St. Joseph County Association of REALTORS			

Selling Off:	RE/MAX Elite Group (jremaxeg)	269-651-2776	admin@elitegrouphomes.com
Selling Agt:	Debbie Doe(j251822)	269-689-9466	debbiedoe@remax.net

Showing Instructions: Vacant land.

Listing Date:	02/21/2023	Status Change Date:	02/21/2023	Terms:	Cash
Pending Date:	02/21/2023	Sold Date:	02/21/2023	Seller Concessions:	\$0
Sold Sale Conditions:	Not Applicable	Sold Price:	\$10,000		

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List Number: 21003247
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: 99x201
Cross Streets: Sunnyfield and Wilson
Waterfront: No

Property Sub-Type: Lot
Sub-Area: J60 - Sturgis City
County: St. Joseph
Possession: Close of Escrow

Status: Sold
List Price: 16,800
Original List Price: \$18,000
List Price/Acre: 36,521.74
Sold Price/Acre: 33,695.65
Days On Market: 476
Cumulative DOM: 476
Tax ID #: 7505277725700
Lot Acres: 0.46
Lot Square Footage: 20,038
Road Frontage: 99

Directions: Liberty lot on North side

Legal:
Taxable Value: 5,326
Annual Property Tax: 328
School District: Sturgis

SEV: 8,300
Tax Year: 2019
Zoning:

For Tax Year: 2020
Homestead %: 0
Special Assmt/Type: not checked

Assoc. Amenities:	Lot Description:	Buildable; Level	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:		Util Avail at Street:	Cable; Electric; Natural Gas; Public Sewer; Public Water
Auction Details:	Outbuildings:		Utilities Attached:	None
Docs at List Office:	Sale Conditions:	None	Water Fea. Amenities:	
	Street Type:	Paved; Public	Water Type:	
	Association Info.:		Current Use:	

Public Remarks: Great building lot in city, almost 1/2 acre waiting for your new home, or spec house. Great investment. This vacant lot in the City of Sturgis is 99 ft by 201 ft in size. It offers the future home builder/owner a lot of options. There are no restrictive plat covenants attached to the property. You don't have to build a basement, if you don't want. You don't have to building a public sidewalk, it can be deferred. There is already a curb cut for your driveway, so no expense there. The rear of the lot has several walnut trees, maple trees, and redbuds, plus peach tree and several small walnut trees in front. If you are looking to build a simple home without multiple roof lines, this is one of the few locations in Sturgis to do it. Come check it out!

Agent Only Remarks:

Sub Agency: 0% **Buyer Agency:** 3.5% **Trans Coord:** 3.5% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	RE/MAX Elite Group(jremaxeg)	269-651-2776	admin@elitegrouphomes.com	Fax:
List Association:	Mike Brorson: Waterfront & Residential Specialist (j246423)	269-625-0265	mikebrorson@gmail.com	Mobile:
	St. Joseph County Association of REALTORS			

Selling Off:	Rock Realty & Auctions, Inc. (jrockrealty)	269-319-6500	mraew711@hotmail.com
Selling Agt:	Karina Hernandez(j321556)	269-503-1111	karinahernandez1111@yahoo.com

Showing Instructions: vacant lot go show

Listing Date:	01/29/2021	Status Change Date:	06/03/2022	Terms:	Cash
Pending Date:	05/20/2022	Sold Date:	06/01/2022	Seller Concessions:	None
Sold Sale Conditions:	Not Applicable	Sold Price:	\$15,500		

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List Number: 19012435
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: Irregular
Cross Streets: Cheshire & Nottingham
Waterfront: No
Water Access Y/N: No

Property Sub-Type: Lot
Sub-Area: J60 - Sturgis City
County: St. Joseph
Possession: Close of Escrow

Status: Sold
List Price: 18,000
Original List Price: \$18,000
List Price/Acre: 62,068.97
Sold Price/Acre: 34,482.76
Days On Market: 434
Cumulative DOM: 434
Tax ID #: 7505270513400
Lot Acres: 0.29
Lot Square Footage: 12,632
Road Frontage: 186

Directions: From Lakeview and Wilshire, go west on Wilshire to Nottingham, then south to lot.

Legal: LOT 134 WILSHIRE PARK NO.2 CITY OF STURGIS.
Taxable Value: 1,246
Annual Property Tax: 73
School District: Sturgis

SEV: 6,400
Tax Year: 2017
Zoning: RES

For Tax Year: 2019
Homestead %: 0
Special Assmt/Type: None Known

Assoc. Amenities:	Lot Description:	Buildable; Cleared	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Unknown	Util Avail at Street:	Broadband; Cable; Electric; Natural Gas; Public Sewer; Public Water
Auction Details:	Outbuildings:		Utilities Attached:	Electric; Natural Gas; Public Sewer; Public Water
Docs at List Office:	Sale Conditions:	None	Water Fea. Amenities:	
	Street Type:		Water Type:	
	Association Info.:		Current Use:	

Public Remarks: Build your dream home on this beautiful vacant lot located in a very desirable neighborhood, surrounded by gorgeous homes with many amenities including: sidewalks, street lights, city utilities, etc. Priced to sell.

Agent Only Remarks:

Seller: DRJS Enterprises **Sub Agency:** 0% **Buyer Agency:** \$600 **Trans Coord:** 0% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	Berkshire Hathaway HomeServices Michigan Real Estate(jprudone)	269-659-7653	joshnagy@bhhsmi.com	Fax:
List Association:	David C Clark (j321775)			Mobile:
	St. Joseph County Association of REALTORS			

Selling Off:	Berkshire Hathaway HomeServices Michigan Real Estate (jprudone)	269-659-7653	joshnagy@bhhsmi.com
Selling Agt:	Karissa Finnerman(j386288)		

Showing Instructions: Vacant Land Go Show

Listing Date:	04/01/2019	Status Change Date:	07/24/2020	Terms:	Cash
Pending Date:	06/08/2020	Sold Date:	07/24/2020	Seller Concessions:	None
Sold Sale Conditions:	Not Applicable	Sold Price:	\$10,000		

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List Number: 19012443
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: Irregular
Cross Streets: Nottingham & Cheshire
Waterfront: No
Water Access Y/N: No

Property Sub-Type: Lot
Sub-Area: J60 - Sturgis City
County: St. Joseph
Possession: Close of Escrow

Status: Sold
List Price: 18,000
Original List Price: \$18,000
List Price/Acre: 62,068.97
Sold Price/Acre: 34,482.76
Days On Market: 434
Cumulative DOM: 434
Tax ID #: 7505270511900
Lot Acres: 0.29
Lot Square Footage: 12,632
Road Frontage: 176

Directions: From Lakeview and Cheshire, go west on Cheshire until it runs into Nottingham, then go south to the lot.

Legal: LOT 119 WILSHIRE PARK NO.2 CITY OF STURGIS.
Taxable Value: 1,276
Annual Property Tax: 73
School District: Sturgis

SEV: 6,300
Tax Year: 2017
Zoning: RES

For Tax Year: 2019
Homestead %: 0
Special Assmt/Type: None Known

Assoc. Amenities:	Lot Description:	Buildable; Cleared	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Unknown	Util Avail at Street:	Broadband; Cable; Electric; Natural Gas; Public Sewer; Public Water
Auction Details:	Outbuildings:		Utilities Attached:	Electric; Natural Gas; Public Sewer; Public Water
Docs at List Office:	Sale Conditions:	None	Water Fea. Amenities:	
	Street Type:		Water Type:	
	Association Info.:		Current Use:	

Public Remarks: Build your dream home on this beautiful vacant lot in a very desirable neighborhood, surrounded by gorgeous homes with many amenities including: side walks, street lights, city utilities, etc. Priced to Sell!

Agent Only Remarks:

Seller: DRJS Enterprises **Sub Agency:** 0% **Buyer Agency:** \$600 **Trans Coord:** 0% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	Berkshire Hathaway HomeServices Michigan Real Estate(jprudone)	269-659-7653	joshnagy@bhhsmi.com	Fax:
List Association:	David C Clark (j321775)			Mobile:
	St. Joseph County Association of REALTORS			

Selling Off:	Berkshire Hathaway HomeServices Michigan Real Estate (jprudone)	269-659-7653	joshnagy@bhhsmi.com
Selling Agt:	Karissa Finnerman(j386288)		

Showing Instructions: Vacant Land Go Show

Listing Date:	04/01/2019	Status Change Date:	07/24/2020	Terms:	Cash
Pending Date:	06/08/2020	Sold Date:	07/24/2020	Seller Concessions:	None
Sold Sale Conditions:	Not Applicable	Sold Price:	\$10,000		

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List Number: 19012449
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: Irregular
Cross Streets: Hampshire & Nottingham
Waterfront: No
Water Access Y/N: No

Property Sub-Type: Lot
Sub-Area: J60 - Sturgis City
County: St. Joseph
Possession: Close of Escrow

Status: Sold
List Price: 15,000
Original List Price: \$15,000
List Price/Acre: 51,724.14
Sold Price/Acre: 34,482.76
Days On Market: 1437
Cumulative DOM: 1437
Tax ID #: 7505270511200
Lot Acres: 0.29
Lot Square Footage: 12,632
Road Frontage: 91

Directions: From Lakeview and Cheshire, go west on Cheshire until Nottingham, then go south on Nottingham until Hampshire, then go east on Hampshire until the lot on the left.

Legal: LOT 112 WILSHIRE PARK NO.2 CITY OF STURGIS.

Taxable Value: 1,885

Annual Property Tax: 108

School District: Sturgis

SEV: 5,600

Tax Year: 2017

Zoning: RES

For Tax Year: 2019

Homestead %: 0

Special Assmt/Type: None Known

Assoc. Amenities:	Lot Description:	Buildable; Cleared	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Unknown	Util Avail at Street:	Broadband; Cable; Electric; Natural Gas; Public Sewer; Public Water
Auction Details:	Outbuildings:		Utilities Attached:	Electric; Natural Gas; Public Sewer; Public Water
Docs at List Office:	Sale Conditions:	None	Water Fea. Amenities:	
	Street Type:		Water Type:	
	Association Info.:		Current Use:	

Public Remarks: Build your dream home on this beautiful vacant lot located in a very desirable neighborhood, surrounded by gorgeous homes with many amenities including: sidewalks, street lights, city utilities, etc. Priced to sell!

Agent Only Remarks:

Seller: DRJS Enterprises Inc. **Sub Agency:** 0% **Buyer Agency:** \$600 **Trans Coord:** 0% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	RE/MAX Elite Group(jremaxeg)	269-651-2776	admin@elitegrouphomes.com	Fax:
List Association:	David C Clark (j321775)	269-808-0265	daveclark@remax.net	Mobile: 269-808-0265
	St. Joseph County Association of REALTORS			

Selling Off:	Rock Realty & Auctions, Inc. (jrockrealty)	269-319-6500	mraew711@hotmail.com
Selling Agt:	Karina Hernandez(j321556)	269-503-1111	karinahernandez1111@yahoo.com

Showing Instructions: Vacant Land Go Show

Listing Date:	04/01/2019	Status Change Date:	03/29/2023	Terms:	Cash
Pending Date:	03/08/2023	Sold Date:	03/29/2023	Seller Concessions:	None
Sold Sale Conditions:	Not Applicable	Sold Price:	\$10,000		

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List Number: 21006748
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: 100x130
Cross Streets: Hampshire and Cheshire
Waterfront: No

Property Sub-Type: Lot
Sub-Area: J60 - Sturgis City
County: St. Joseph
Possession: Close of Escrow

Status: Sold
List Price: 17,500
Original List Price: \$17,500
List Price/Acre: 58,333.33
Sold Price/Acre: 35,000
Days On Market: 170
Cumulative DOM: 170
Tax ID #: 7505270513700
Lot Acres: 0.3
Lot Square Footage: 13,068
Road Frontage: 100

Directions: Lakeview to Cheshire to Nottingham

Legal: LOT 137 WILSHIRE PARK NO. 2. CITY OF STURGIS.
Taxable Value: 1,300
Annual Property Tax: 78
School District: Sturgis

SEV: 5,000
Tax Year: 2019
Zoning:

For Tax Year: 2020
Homestead %: 0
Special Assmt/Type: none known

Assoc. Amenities:	Lot Description:	Buildable; Cleared; Level	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Yes	Util Avail at Street:	Broadband; Electric; Natural Gas; Public Sewer; Public Water
Auction Details:	Outbuildings:		Utilities Attached:	None
Docs at List Office:	Sale Conditions:	None	Water Fea. Amenities:	
	Street Type:		Water Type:	
	Association Info.:		Current Use:	

Public Remarks: Cleared buildable lot. No neighbors in back. Lot is bordered by woods. Great location on the desirable street of Nottingham Dr. Public utilities available. Additional lot may be purchased.

Agent Only Remarks:

Sub Agency: 0% **Buyer Agency:** 3% **Trans Coord:** 3% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	RE/MAX Elite Group(jremaxeg)	269-651-2776	admin@elitegrouphomes.com	Fax:
List Association:	Mike Brorson: Waterfront & Residential Specialist (j246423)	269-625-0265	mikebrorson@gmail.com	Mobile:
	St. Joseph County Association of REALTORS			

Selling Off:	RE/MAX Elite Group (jremaxeg)	269-651-2776	admin@elitegrouphomes.com
Selling Agt:	Mike Brorson: Waterfront & Residential Specialist(j246423)	269-625-0265	mikebrorson@gmail.com

Showing Instructions: vacant lot go show

Listing Date:	03/06/2021	Status Change Date:	09/16/2021	Terms:	Cash
Pending Date:	08/23/2021	Sold Date:	09/16/2021	Seller Concessions:	none
Sold Sale Conditions:	Not Applicable	Sold Price:	\$10,500		

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List Number: 21006749
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: 102x131
Cross Streets: Cheshire and Hampshire
Waterfront: No

Property Sub-Type: Lot
Sub-Area: J60 - Sturgis City
County: St. Joseph
Possession: Close of Escrow

Status: Sold
List Price: 17,500
Original List Price: \$17,500
List Price/Acre: 58,333.33
Sold Price/Acre: 35,000
Days On Market: 170
Cumulative DOM: 170
Tax ID #: 7505270513600
Lot Acres: 0.3
Lot Square Footage: 13,068
Road Frontage: 102

Directions: Cheshire to Nottingham

Legal: LOT 136 WILSHIRE PARK NO. 2. CITY OF STURGIS.
Taxable Value: 5,000
Annual Property Tax: 344
School District: Sturgis

SEV: 5,000
Tax Year: 2019
Zoning:

For Tax Year: 2020
Homestead %: 0
Special Assmt/Type: none known

Assoc. Amenities:	Lot Description:		Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Unknown	Util Avail at Street:	Broadband; Electric; Public Sewer; Public Water
Auction Details:	Outbuildings:		Utilities Attached:	None
Docs at List Office:	Sale Conditions:	None	Water Fea. Amenities:	
	Street Type:	Paved; Public	Water Type:	
	Association Info.:		Current Use:	

Public Remarks: Cleared buildable lot. No neighbors in back. Lot is bordered by woods. Great location on the desirable street of Nottingham Dr. Public utilities available. Additional lot may be purchased.

Agent Only Remarks:

Sub Agency: 0% **Buyer Agency:** 3% **Trans Coord:** 3% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	RE/MAX Elite Group(jremaxeg)	269-651-2776	admin@elitegrouphomes.com	Fax:
List Association:	Mike Brorson: Waterfront & Residential Specialist (j246423)	269-625-0265	mikebrorson@gmail.com	Mobile:
	St. Joseph County Association of REALTORS			

Selling Off:	RE/MAX Elite Group (jremaxeg)	269-651-2776	admin@elitegrouphomes.com
Selling Agt:	Mike Brorson: Waterfront & Residential Specialist(j246423)	269-625-0265	mikebrorson@gmail.com

Showing Instructions: vacant lot go show

Listing Date:	03/06/2021	Status Change Date:	09/16/2021	Terms:	Cash
Pending Date:	08/23/2021	Sold Date:	09/16/2021	Seller Concessions:	none
Sold Sale Conditions:	Not Applicable	Sold Price:	\$10,500		

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List Number: 23137402
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: 66 X 122
Cross Streets: N Orange & Jacob
Waterfront: No
Water Access Y/N: No

Property Sub-Type: Lot
County: St. Joseph
Possession: Close of Escrow

Status: Sold
List Price: 7,000
Original List Price: \$7,000
List Price/Acre: 38,888.89
Sold Price/Acre: 37,777.78
Days On Market: 6
Cumulative DOM: 6
Tax ID #: 75 052 360 028 00
Lot Acres: 0.18
Lot Square Footage: 8,015
Road Frontage: 188

Directions: Corner lot at W West & N Park

Legal: LOT 7 BLK 4 EXC N 10 FT. JACOBS 3RD ADD. CITY OF STURGIS.
Taxable Value: 2,839
Annual Property Tax: 188
School District: Sturgis

SEV: 3,800
Tax Year: 2022
Zoning: Residential 402

For Tax Year: 2023
Homestead %: 0
Special Assmt/Type: Not examined

Assoc. Amenities:	Lot Description: Buildable; Cleared; Corner Lot; Level; Sidewalk	Terms Available: Cash; Conventional
Assoc. Fee Incl.: Mineral Rights: Unknown		Util Avail at Street: Cable; Electric; Natural Gas; Public Sewer; Public Water; Storm Sewer; Telephone
Auction Details: Outbuildings:		Utilities Attached: None
Docs at List: Sale Conditions: None		Water Fea.
Office: Street Type: Paved; Public		Amenities:
		Water Type:
		Current Use:

Public Remarks: 66' X 122' Cleared vacant corner lot in Sturgis. Possible economical building site,

Agent Only Remarks:

Sub Agency: 0% **Buyer Agency:** \$500 **Trans Coord:** 0% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	Berkshire Hathaway HomeServices Michigan Real Estate(jpprcolon)	269-432-3430	joshnagy@bhhsmi.com	Fax:
List Association:	Todd Krantz (j260165)	269-625-2253	toddkrantz@bhhsmi.com	Mobile:
	St. Joseph County Association of REALTORS			

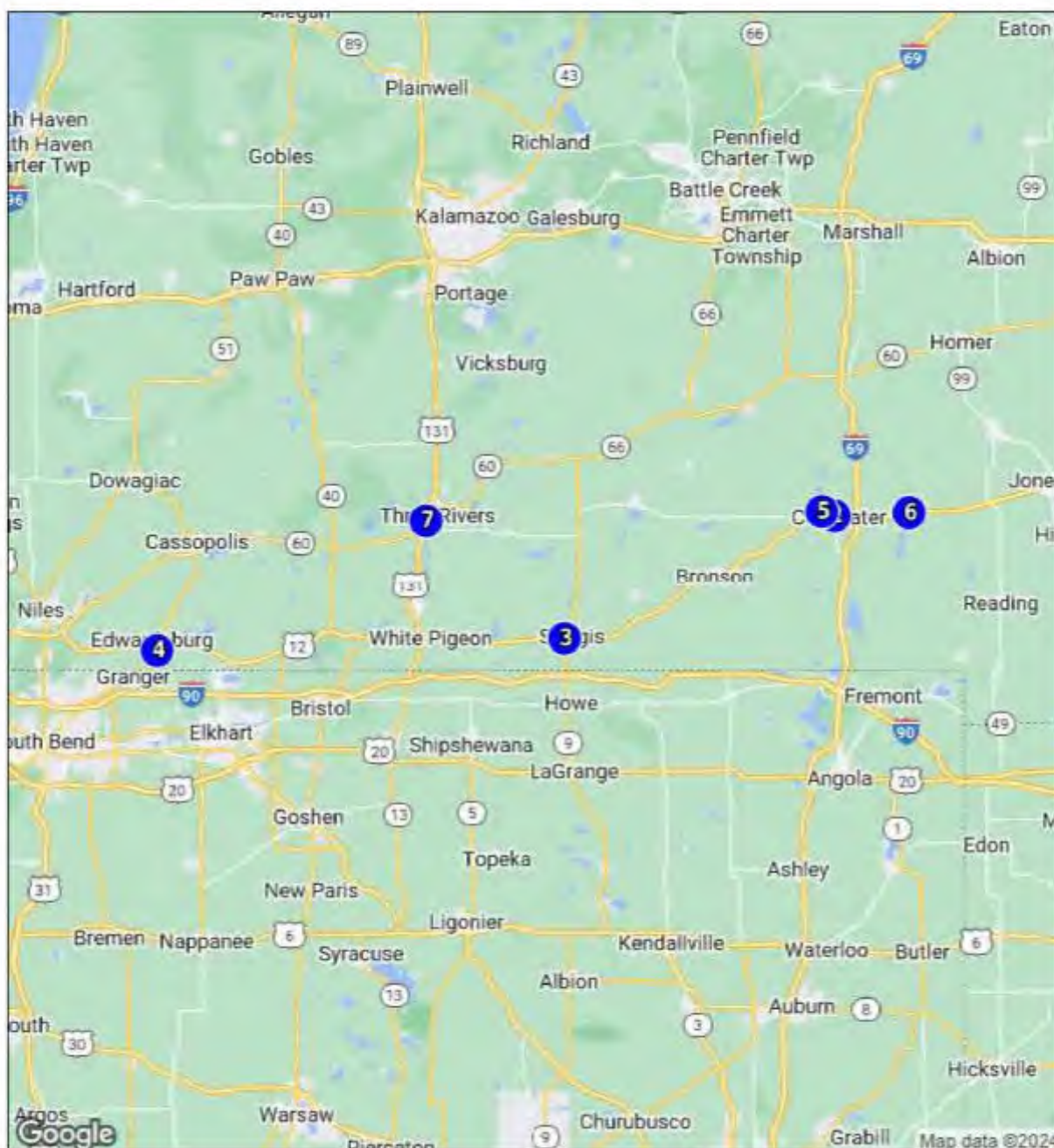
Selling Off:	Berkshire Hathaway HomeServices Michigan Real Estate (jpprcolon)	269-432-3430	joshnagy@bhhsmi.com
Selling Agt:	Todd Krantz(j260165)	269-625-2253	toddkrantz@bhhsmi.com

Showing Instructions: Vacant corner lot.

Listing Date: 10/06/2023	Status Change Date: 11/07/2023	Terms: Cash
Pending Date: 10/12/2023	Sold Date: 11/06/2023	Seller Concessions: 0
Sold Sale Conditions: Not Applicable	Sold Price: \$6,800	

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Commercial Land Sales



Legend

- | | |
|--|--|
| 1. 54 W Chicago Street, Quincy, MI 49082(23005714) | 5. Northshore Drive, Coldwater, MI 49036(23003834) |
| 2. 97 W Pearl Street, Coldwater, MI 49036(21113852) | 6. 48 W Chicago Street, Quincy, MI 49082(23005713) |
| 3. 121 S Centerville Road, Sturgis, MI 49091(21111338) | 7. VL S Health Parkway Parkway, Three Rivers, MI 49093(22024933) |
| 4. May Street, Edwardsburg, MI 49112(22051138) | |



List Number: 23005714

Area: Branch County - R

Municipality: Quincy Vlg

Lot Dimensions: 65x196

Cross Streets: Arnold St

Waterfront: No

Property Sub-Type: Commercial Land

Sub-Area: R40 - Quincy Vlg

County: Branch

Status: Sold

List Price: 18,900

Original List Price: \$18,900

List Price/Acre: 59,062.5

Sold Price/Acre: 59,062.5

Days On Market: 0

Cumulative DOM: 0

Tax ID #: 12081N0100007400

Lot Acres: 0.32

Lot Square Footage: 13,939

Road Frontage: 65

Directions: Corner of US12 and Arnold St.

Legal:

Taxable Value: 9,237

Annual Property Tax: 448.11

School District: Quincy

SEV: 9,237

Tax Year: 2022

Zoning:

For Tax Year: 2022

Homestead %: 0

Special Assmt/Type: unknown

Assoc. Amenities:	Lot Description:	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Util Avail at Street:	Cable; Electric; Natural Gas; Public Sewer; Public Water; Storm Sewer; Telephone
Auction Details:	Outbuildings:	Utilities Attached:	None
Docs at List Office:	Sale Conditions:	Water Fea. Amenities:	
	Street Type:	Water Type:	
	Association Info.:	Current Use:	

Public Remarks: One Party Listing! This company makes no warranty or representations about the contents of this data. It is the responsibility of the parties looking at the property to satisfy themselves as to accuracy of this information. Taxes were obtained from the local assessor and the taxes could change for the buyer after a closed transaction.

Agent Only Remarks:

Sub Agency: \$0	Buyer Agency:\$1,000	Trans Coord: \$0	Var: No	Exclusive Agency: No	RP: No
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List Off:	Name	Primary Phone	Email	Other
List Agt:	Southern Marsh Realty(r423005)	517-639-2334	angie.southernmarsh@gmail.com	Fax:
List Association:	Angie Marsh (r372897)	517-617-1180	angie.southernmarsh@gmail.com	Mobile:
	Branch County Board of REALTORS			

Selling Off:	Southern Marsh Realty (r423005)	517-639-2334	angie.southernmarsh@gmail.com
Selling Agt:	Angie Marsh(r372897)	517-617-1180	angie.southernmarsh@gmail.com

Showing Instructions: Using ShowingTime

Listing Date:	02/23/2023	Status Change Date:	02/27/2023	Terms:	Cash
Pending Date:	02/23/2023	Sold Date:	02/24/2023	Seller Concessions:	none
Sold Sale Conditions:	Not Applicable	Sold Price:	\$18,900		

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List Number: 21113852
Area: Branch County - R
Municipality: Coldwater City
Lot Dimensions: 132x91x132x97
Cross Streets: Clay St.
Waterfront: No

Property Sub-Type: Commercial Land
Sub-Area: R14 - Coldwater-Fourth Ward
County: Branch
Possession: Close of Escrow

Status: Sold
List Price: 19,900
Original List Price: \$19,900
List Price/Acre: 104,736.84
Sold Price/Acre: 73,684.21
Days On Market: 215
Cumulative DOM: 215
Tax ID #: 30400000043700
Lot Acres: 0.19
Lot Square Footage: 8,276
Road Frontage: 229

Directions: Turn South on Clay St. off of US-12 (Chicago St.) to property on the next corner on the east side.

Legal: On file at listing office
Taxable Value: 8,269
Annual Property Tax: 502.24
School District: Coldwater

SEV: 8,650
Tax Year: 2020
Zoning:

For Tax Year: 2021
Homestead %: 0
Special Assmt/Type: None

Assoc. Amenities:	Lot Description:	Buildable; Level	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Unknown	Util Avail at Street:	Cable; Electric; Natural Gas; Public Sewer; Public Water; Telephone
Auction Details:	Outbuildings:		Utilities Attached:	None
Docs at List Office:	Sale Conditions:	None	Water Fea. Amenities:	
	Street Type:	Paved; Public	Water Type:	
	Association Info.:		Current Use:	Commercial

Public Remarks: Commercial lot in a great location in downtown Coldwater.

Agent Only Remarks:

Sub Agency: 3% **Buyer Agency:** 3% **Trans Coord:** 0% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	Hauska Home and Farm(r15)	517-279-9500	office@hauskarealty.com	Fax:
List Association:	Anette Booth (r385260)	517-617-5542	anettebooth@yahoo.com	Mobile:
	Branch County Board of REALTORS			

Selling Off:	Case Realty Group (r431252)	517-238-5588	karmencase@gmail.com
Selling Agt:	Karmen Ann Case(r398514)	517-677-5087	karmencase@gmail.com

Showing Instructions: Vacant land please use showingtime and then go show.

Listing Date:	11/04/2021	Status Change Date:	06/28/2022	Terms:	Cash
Pending Date:	06/07/2022	Sold Date:	06/23/2022	Seller Concessions:	None
Sold Sale Conditions:	Not Applicable	Sold Price:	\$14,000		

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List Number: 21111338
Area: St. Joseph County - J
Municipality: Sturgis City
Lot Dimensions: 100x330
Cross Streets: Chicago and Congress
Waterfront: No

Property Sub-Type: Commercial Land
Sub-Area: J60 - Sturgis City
County: St. Joseph

Status: Sold
List Price: 89,900
Original List Price: \$89,900
List Price/Acre: 102,159.09
Sold Price/Acre: 73,863.64
Days On Market: 98
Cumulative DOM: 98
Tax ID #: 7505277712400
Lot Acres: 0.88
Lot Square Footage: 38,333
Road Frontage: 100

Directions: Us 12 to S Centerville Rd

Legal: COM 162 FT N OF SE COR SEC 2 T8S R10W TO POB TH N 104 TH W 370 TH S 104 TH E 370 FT TO POB,
 (COMBINE W/ 777-124-01, TWP 056-10 & 057-00, 2014)

Taxable Value: 40,800

Annual Property Tax: 2,548.82

School District: Sturgis

SEV: 40,800 **For Tax Year:** 2021
Tax Year: 2020 **Homestead %:** 0
Zoning: unknown **Special Assmt/Type:**

Assoc. Amenities:	Lot Description:	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Util Avail at Street:	Broadband; Cable; Electric; Natural Gas; Public Sewer; Public Water; Storm Sewer;
Auction Details:	Outbuildings:		Telephone
Docs at List	Sale Conditions: None	Utilities Attached:	None
Office:	Street Type:	Water Fea.	
	Association	Amenities:	
	Info.:	Water Type:	
		Current Use:	

Public Remarks: Nearly an acre lot on prime retail frontage. Very high traffic count. Don't miss this opportunity to own on South Centerville Rd.

Agent Only Remarks:

Sub Agency: 0% **Buyer Agency:** 3% **Trans Coord:** 0% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	RE/MAX Elite Group(jremaxeg)	269-651-2776	admin@elitegrouphomes.com	Fax:
List Association:	Mike Himes (j408694)	517-617-8911	mhimes.remex@gmail.com	Mobile: 517-617-8911
	St. Joseph County Association of REALTORS			

Selling Off:	RE/MAX Elite Group (jremaxeg)	269-651-2776	admin@elitegrouphomes.com
Selling Agt:	Mike Himes(j408694)	517-617-8911	mhimes.remex@gmail.com

Showing Instructions: Vacant lot. Go show

Listing Date:	10/18/2021	Status Change Date:	03/24/2022	Terms:	Cash
Pending Date:	01/24/2022	Sold Date:	03/24/2022	Seller Concessions:	none
Sold Sale Conditions:	Not Applicable	Sold Price:	\$65,000		

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List Number: 22051138
Area: Southwestern Michigan - S
Municipality: Ontwa Twp
Lot Dimensions: 209 x 209
Cross Streets: Rolan Dr, M 62
Waterfront: No

Property Sub-Type: Commercial Land
Sub-Area: S87 - Ontwa Twp
County: Cass

Status: Sold
List Price: 89,900
Original List Price: \$89,900
List Price/Acre: 89,900
Sold Price/Acre: 80,000
Days On Market: 140
Cumulative DOM: 323
Tax ID #: 1409000802300
Lot Acres: 1.003
Lot Square Footage: 43,691
Road Frontage: 209

Directions: Google Maps

Legal: long legal on file, see titlework
Taxable Value: 10,700
Annual Property Tax: 486.33
School District: Edwardsburg

SEV: 10,700
Tax Year: 2021
Zoning: Commercial

For Tax Year: 2021
Homestead %: 0
Special Assmt/Type: Unknown

Assoc. Amenities:
Assoc. Fee Incl.:
Auction Details:
Docs at List Office: Plat Map; Survey

Lot Description: Cleared
Mineral Rights:
Outbuildings:
Sale Conditions: None
Street Type:
Association Info.:

Terms Available: Cash; Conventional
Util Avail at Street: Electric; Public Sewer; Public Water
Utilities Attached: None
Water Fea. Amenities:
Water Type:
Current Use:

Public Remarks: Check out this vacant commercial lot conveniently located in Edwardsburg! Visible from high traffic M 62, yet tucked away for convenient entry/exit and parking. Nestled near fitness centers, industrial factories, storage facilities, restaurants and more, the possibilities are abundant! Now's the time to build your business...

Agent Only Remarks: Tax information and measurements gathered to the best of agents ability. Buyer/Buyers agent to verify all tax information and measurements. Utilities available at the street.

Sub Agency: 0% **Buyer Agency:** 3% **Trans Coord:** 0% **Var:** No **Exclusive Agency:** No **RP:** No

List Off: Name
List Agt: Weichert Realtors-Gold Star(sgold01)
List Association: Jeffrey A Brown (s5435)
 Southwestern Michigan Association of REALTORS

Primary Phone 269-414-4246
Email reogoldstar@yahoo.com
 574-320-2365 jeffb@weichertgoldstar.com
Other
Fax:
Mobile: 574-320-2365

Selling Off: Weichert Realtors-Gold Star (sgold01)
Selling Agt: Jeffrey A Brown(s5435)
 269-414-4246
 574-320-2365 reogoldstar@yahoo.com
jeffb@weichertgoldstar.com

Showing Instructions: Please use ShowingTime

Listing Date: 12/19/2022
Pending Date: 05/08/2023
Sold Sale Conditions: Not Applicable

Status Change Date: 06/05/2023
Sold Date: 06/05/2023
Sold Price: \$80,000

Terms: Cash
Seller Concessions: 0

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List Number: 23003834
Area: Branch County - R
Municipality: Coldwater City
Lot Dimensions: Irregular
Cross Streets: US12
Waterfront: No

Property Sub-Type: Commercial Land
Sub-Area: R13 - Coldwater-Third Ward
County: Branch

Status: Sold
List Price: 299,900
Original List Price: \$299,900
List Price/Acre: 106,725.98
Sold Price/Acre: 94,306.05
Days On Market: 23
Cumulative DOM: 23
Tax ID #: 1230300000092803
Lot Acres: 2.813
Lot Square Footage: 122,534
Road Frontage: 175.7

Directions: on the corner of US12 and Northshore Dr.

Legal:
Taxable Value: 26,789
Annual Property Tax: 1,563.41
School District: Coldwater

SEV: 100,550
Tax Year: 2022
Zoning:

For Tax Year: 2022
Homestead %: 0
Special Assmt/Type: unknown

Assoc. Amenities:	Lot Description:	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Util Avail at Street:	Cable; Electric; Natural Gas; Public Sewer; Public Water; Storm Sewer; Telephone
Auction Details:	Outbuildings:	Utilities Attached:	None
Docs at List Office:	Sale Conditions: None	Water Fea. Amenities:	
	Street Type:	Water Type:	
	Association Info.:	Current Use:	

Public Remarks: Prime Development Opportunity! 2.81 acres located on the corner of Northshore Drive and US12. Zoned A3. An excellent opportunity to build. Priced at \$299,900 without site plans or \$450,000 with site plans that are shovel ready and city approved for 48 apartment complex. (MLS# 23003840) This company makes no warranty or representations about the contents of this data. It is the responsibility of the parties looking at the property to satisfy themselves as to accuracy of this information. Taxes were obtained from the local assessor and the taxes could change for the buyer after a closed transaction.

Agent Only Remarks:

Sub Agency: 3% **Buyer Agency:** 0% **Trans Coord:** 0% **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	Southern Marsh Realty(r423005)	517-639-2334	angie.southernmarsh@gmail.com	Fax:
List Association:	Angie Marsh (r372897)	517-617-1180	angie.southernmarsh@gmail.com	Mobile:
	Branch County Board of REALTORS			

Selling Off:	Case Realty Group (r431252)	517-238-5588	karmencase@gmail.com
Selling Agt:	Rachel Tell(r442227)	517-617-7076	realtorracheltell@outlook.com

Showing Instructions: Use ShowingTime

Listing Date:	02/07/2023	Status Change Date:	03/07/2023	Terms:	Cash
Pending Date:	03/02/2023	Sold Date:	03/07/2023	Seller Concessions:	none
Sold Sale Conditions:	Not Applicable	Sold Price:	\$265,000		

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List Number: 23005713
Area: Branch County - R
Municipality: Quincy Vlg
Lot Dimensions: Irregular
Cross Streets: Arnold St.
Waterfront: No

Property Sub-Type: Commercial Land
Sub-Area: R40 - Quincy Vlg
County: Branch

Status: Sold
List Price: 18,900
Original List Price: \$18,900
List Price/Acre: 111,176.47
Sold Price/Acre: 111,176.47
Days On Market: 0
Cumulative DOM: 0
Tax ID #: 12081N0100007200
Lot Acres: 0.17
Lot Square Footage: 7,405
Road Frontage: 69

Directions: on the corner of US12 to Arnold St.

Legal:
Taxable Value: 12,936
Annual Property Tax: 627.56
School District: Quincy

SEV: 12,936
Tax Year: 2022
Zoning:

For Tax Year: 2022
Homestead %: 0
Special Assmt/Type: unknown

Assoc. Amenities:	Lot Description:	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Util Avail at Street:	Cable; Electric; Natural Gas; Public Sewer; Public Water; Storm Sewer; Telephone
Auction Details:	Outbuildings:	Utilities Attached:	None
Docs at List Office:	Sale Conditions:	Water Fea. Amenities:	
	Street Type:	Water Type:	
	Association Info.:	Current Use:	

Public Remarks: One Party Listing! This company makes no warranty or representations about the contents of this data. It is the responsibility of the parties looking at the property to satisfy themselves as to accuracy of this information. Taxes were obtained from the local assessor and the taxes could change for the buyer after a closed transaction.

Agent Only Remarks:

Sub Agency: \$0 **Buyer Agency:** \$1,000 **Trans Coord:** \$0 **Var:** No **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	Southern Marsh Realty(r423005)	517-639-2334	angie.southernmarsh@gmail.com	Fax:
List Association:	Angie Marsh (r372897)	517-617-1180	angie.southernmarsh@gmail.com	Mobile:
	Branch County Board of REALTORS			

Selling Off:	Southern Marsh Realty (r423005)	517-639-2334	angie.southernmarsh@gmail.com
Selling Agt:	Angie Marsh(r372897)	517-617-1180	angie.southernmarsh@gmail.com

Showing Instructions: Use ShowingTime

Listing Date:	02/23/2023	Status Change Date:	02/27/2023	Terms:	Cash
Pending Date:	02/23/2023	Sold Date:	02/24/2023	Seller Concessions:	none
Sold Sale Conditions:	Not Applicable	Sold Price:	\$18,900		

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List Number: 22024933
Area: St. Joseph County - J
Municipality: Three Rivers City
Lot Dimensions: 87 x 300
Cross Streets: Health Parkway & Broadway
Waterfront: No

Property Sub-Type: Commercial Land
Sub-Area: J10 - Three Rivers City
County: St. Joseph

Status: Sold
List Price: 99,000
Original List Price: \$99,000
List Price/Acre: 159,677.42
Sold Price/Acre: 137,096.77
Days On Market: 29
Cumulative DOM: 29
Tax ID #: 051 399 082 90
Lot Acres: 0.62
Lot Square Footage: 27,007
Road Frontage: 87

Directions: -

Legal: On file.
Taxable Value: 13,500
Annual Property Tax: 842
School District: Three Rivers

SEV: 13,500
Tax Year: 2021
Zoning:

For Tax Year: 2022
Homestead %: 0
Special Assmt/Type: None known

Assoc. Amenities:	Lot Description:	Terms Available:	Cash; Conventional
Assoc. Fee Incl.:	Mineral Rights:	Util Avail at Street:	Electric; Natural Gas; Public Sewer; Public Water; Telephone
Auction Details:	Outbuildings:	Utilities Attached:	None
Docs at List Office:	Sale Conditions: None	Water Fea. Amenities:	
	Street Type:	Water Type:	
	Association Info.:	Current Use:	

Public Remarks: Office/medical office vacant land site for sale next to the Three Rivers Health Hospital Campus. The site is approximately 0.62 acres with water/sewer availability at the street. The site is level and ready to be developed. Excellent location for a dentist, chiropractor, doctor, health spa, or professional service businesses. Easy access to US 131 (less than a minute away). Surrounding amenities include the hospital campus, ALDI, Home Depot, Commission on Aging, Meijer, Family Farm & Home, Menard's, Applebee's and much more.

Agent Only Remarks: The address is for listing purposes only and would need to be assigned an address.

Sub Agency: 0% **Buyer Agency:** 3.5% **Trans Coord:** 3.5% **Var:** Yes **Exclusive Agency:** No **RP:** No

List Off:	Name	Primary Phone	Email	Other
List Agt:	NAI Wisinski of West Michigan(k1597)	269-353-0311	baileya@naiwwm.com	Fax:
List Association:	Kara Schroer (k102992)	269-353-0311	karas@naiwwm.com	Mobile: 269-569-0953
	Greater Kalamazoo Association of REALTORS			

Selling Off:	Out of Area Office (k777)	269-382-1985
Selling Agt:	Agent Out Of Area(k777777)	269-382-1985

Showing Instructions: Contact listing broker.

Listing Date:	06/20/2022	Status Change Date:	08/23/2022	Terms:	Cash
Pending Date:	07/19/2022	Sold Date:	08/19/2022	Seller Concessions:	None
Sold Sale Conditions:	Not Applicable	Sold Price:	\$85,000		

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Appraiser Qualifications

Qualifications for

Ken Flowers, Real Estate Broker & Limited Real Estate Appraiser

Appraisal Employment:

Michigan Department of Transportation

Property Analyst

August 2022 to Present

Education:

Spring Arbor University

B.A. in Business

Basic Appraisal Principles

Basic Appraisal Procedures

2020-2021 National USPAP

Coursework related to valuation from International Right of Way Association,
National Highway Institute, and McKissock Appraisal

Licenses and Professional Affiliations:

Real Estate Broker

MI LARA 6504431498

Limited Real Estate Appraiser

MI LARA 1201078390

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

CITY OF STURGIS TREE REMOVAL LOCATIONS

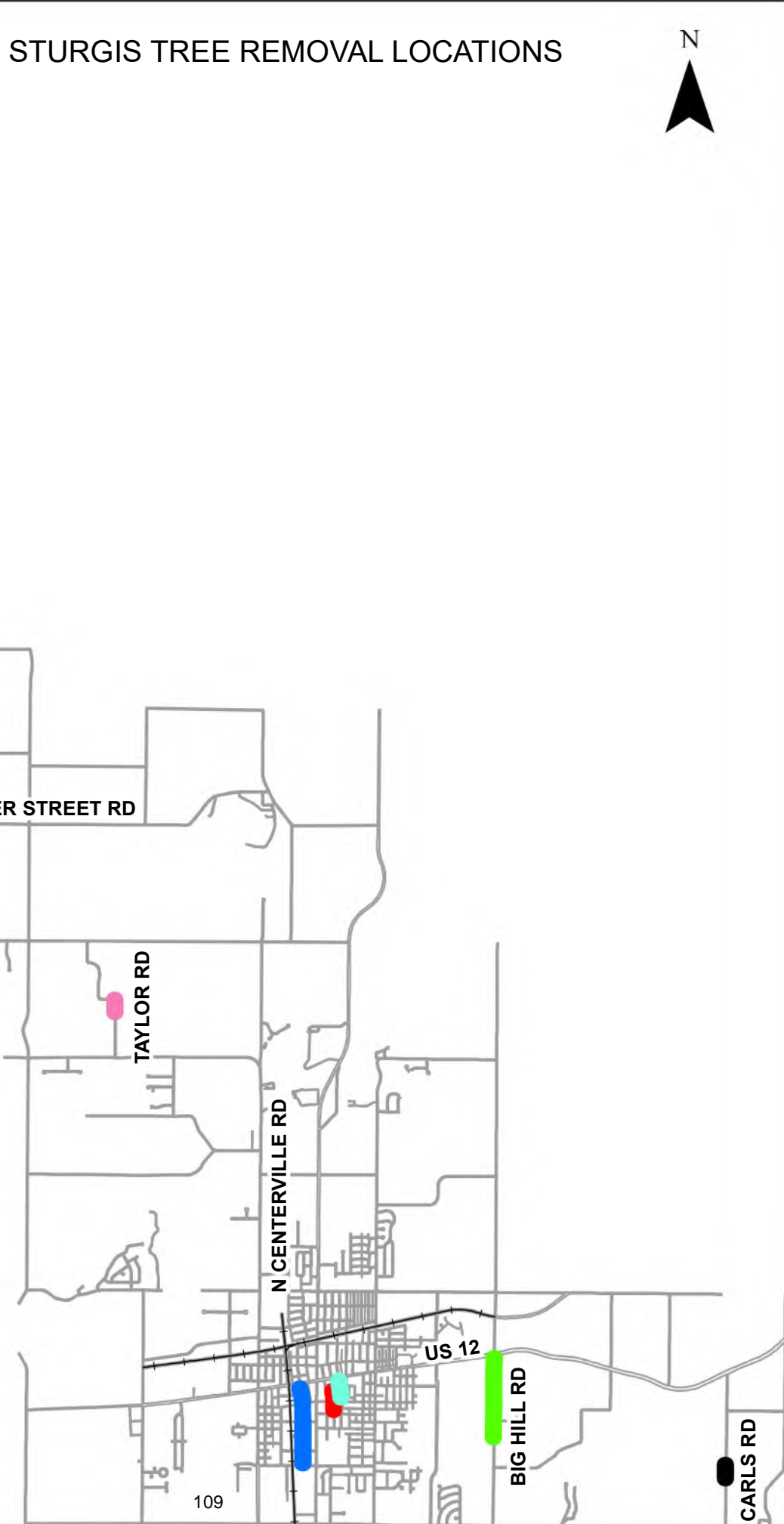


Legend

— County ROW

Removal Locations

- Big Hill Road
- Carls Road
- Covered Bridge Road
- S Clay Street
- S Fourth Street
- S Maple Street
- Taylor Road



BIG HILL RD LOCATION

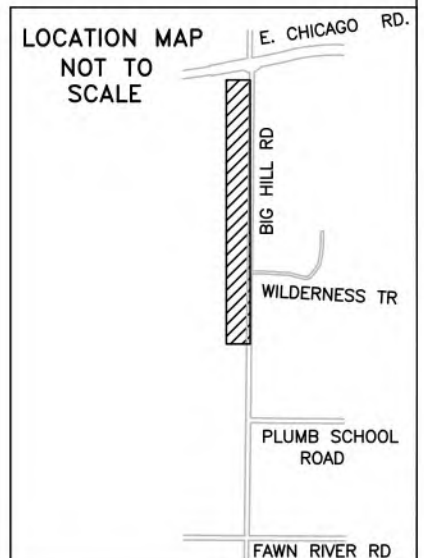



PROJECT
STARTS
HERE



THE PROJECT AREA STARTS NEAR THE INTERSECTION OF E CHICAGO RD AND BIG HILL RD. THE PROJECT GOES SOUTH FOR ±3,637' ALONG THE WEST SIDE OF BIG HILL RD.

PROJECT
ENDS
HERE



REVISIONS	CITY OF STURGIS ELECTRIC 130 N. NOTTAWA ST., STURGIS, MI 49091				
This map is a representation to be used exclusively for reference purposes. This map is not to be used as a survey product. The City of Sturgis makes no warranty as to the accuracy of this map, either expressed or implied. Users of this map do so at their own risk and acknowledge and accept the limitations of this map.	DRAWN BY COS	APPROVED BY COS	TITLE BIG HILL RD LOCATION	DATE 05/01/2024	
	SCALE NOT TO SCALE		FILE PATH	SHT# 1 OF 1	

CARLS RD LOCATION

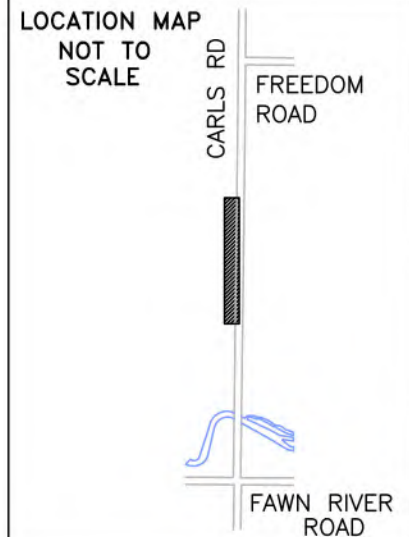



PROJECT
STARTS
HERE



THE PROJECT AREA
STARTS $\pm 867'$ NORTH
OF THE DRIVEWAY FOR
69640 CARLS RD. THE
PROJECT RUNS SOUTH
FOR $\pm 563'$. THIS
LOCATION IS ON THE
OPPOSITE SIDE OF THE
ROAD FROM THE
OVERHEAD POWER
LINES.

PROJECT
ENDS
HERE



REVISIONS		CITY OF STURGIS ELECTRIC 130 N. NOTTAWA ST., STURGIS, MI 49091				
This map is a representation to be used exclusively for reference purposes. This map is not to be used as a survey product. The City of Sturgis makes no warranty as to the accuracy of this map, either expressed or implied. Users of this map do so at their own risk and acknowledge and accept the limitations of this map.		DRAWN BY COS	APPROVED BY COS	TITLE CARLS RD LOCATION		DATE 05/02/2024
		SCALE NOT TO SCALE		FILE PATH		SHT# 1 OF 1

COVERED BRIDGE RD LOCATION

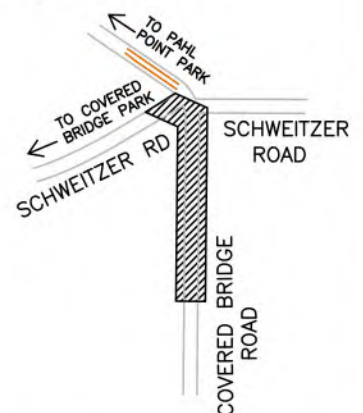


PROJECT
STARTS
HERE



THE PROJECT AREA STARTS NEAR THE NW CORNER OF COVERED BRIDGE RD AND SCHWEITZER RD. THE PROJECT GOES SE TO THE SW CORNER OF THE INTERSECTION THEN SOUTH ON THE WEST SIDE OF COVERED BRIDGE RD FOR $\pm 864'$. THIS LOCATION IS ON THE OPPOSITE SIDE OF THE ROAD FROM THE OVERHEAD POWER LINES.

LOCATION MAP
NOT TO
SCALE



REVISIONS

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CITY OF STURGIS ELECTRIC

130 N. NOTTAWA ST., STURGIS, MI 49091

DRAWN BY
COS

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COS

TITLE
COVERED BRIDGE RD LOCATION

DATE
05/01/2024

SCALE NOT TO SCALE

FILE PATH

SHT#
1 OF 1

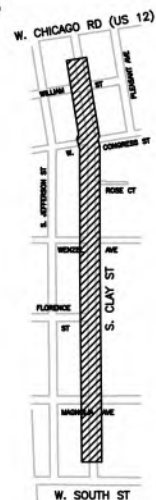


S CLAY ST LOCATION



THE PROJECT AREA STARTS JUST SOUTH OF THE DRIVEWAY FOR 300 W CHICAGO RD ON S CLAY STREET. THE PROJECT AREA RUNS ALONG THE WEST TERRACE FOR S CLAY SOUTH FOR $\pm 3358'$. THE PROJECT AREA ENDS JUST SOUTH OF THE DRIVEWAY FOR 615 S CLAY STREET.

LOCATION MAP
NOT TO
SCALE



REVISIONS

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CITY OF STURGIS ELECTRIC

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S CLAY ST LOCATION

DATE
05/01/2024

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FILE PATH

SHT# 1 OF 1



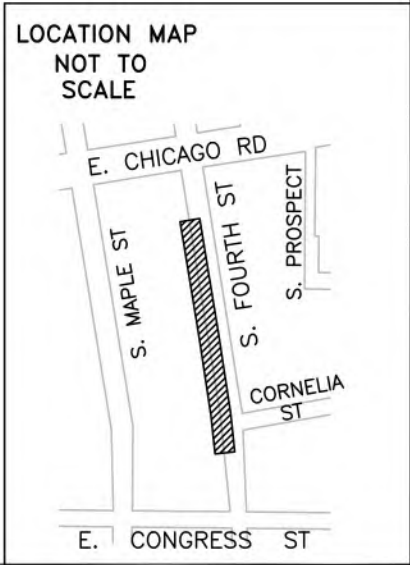
S FOURTH ST LOCATION



PROJECT
STARTS
HERE

THE PROJECT AREA STARTS SOUTH OF THE SIDEWALK FOR 103 S FOURTH STREET. THE PROJECT AREA RUNS SOUTH IN THE TERRACE ALONG S FOURTH STREET FOR ±712'. THE PROJECT AREA ENDS NORTH OF THE DRIVEWAY AT 201 S FOURTH STREET.

PROJECT
ENDS
HERE



REVISIONS	CITY OF STURGIS ELECTRIC 130 N. NOTTAWA ST., STURGIS, MI 49091				
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	SCALE NOT TO SCALE		FILE PATH	SHT# 1 OF 1	

S MAPLE ST LOCATION



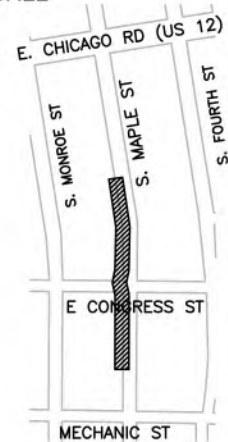
PROJECT
STARTS
HERE



THE PROJECT AREA STARTS SOUTH OF THE DRIVEWAY FOR 115 S MAPLE STREET. THE PROJECT AREA RUNS SOUTH IN TERRACE FOR S MAPLE STREET FOR $\pm 832'$. THE PROJECT AREA ENDS NEAR THE NE CORNER OF THE HOUSE AT 209 S MAPLE STREET.

PROJECT
ENDS
HERE

LOCATION MAP
NOT TO
SCALE



REVISIONS

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CITY OF STURGIS ELECTRIC

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TITLE
S MAPLE ST LOCATION

DATE
05/02/2024

SCALE NOT TO SCALE

FILE PATH

SHT# 1 OF 1



TAYLOR RD LOCATION

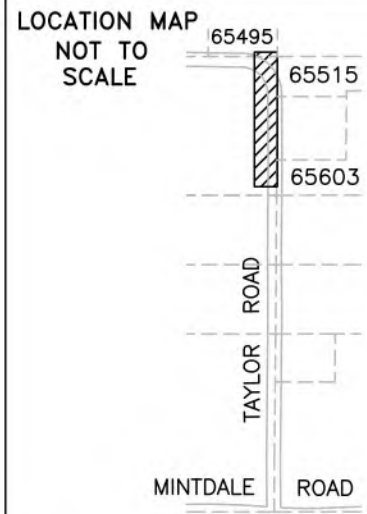


PROJECT
STARTS
HERE



THE PROJECT AREA
STARTS ON THE
NORTH SIDE OF
TAYLOR RD BETWEEN
THE DRIVEWAYS FOR
65495 & 65515. THE
PROJECT GOES SOUTH
ON THE WEST SIDE
OF TAYLOR RD FOR
±543'.

PROJECT
ENDS
HERE



REVISIONS

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CITY OF STURGIS ELECTRIC

130 N. NOTTAWA ST., STURGIS, MI 49091

DRAWN BY
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COS

TITLE
TAYLOR RD LOCATION

DATE
05/02/2024

SCALE NOT TO SCALE

FILE PATH

SHT#
1 OF 1



**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E



Date	February 19, 2024	Customer	City of Sturgis	To	Tom Sikorski tsikorski@sturismi.gov
Description	Sturgis Water System Scada				
Quote #	240291				
Estimator	Duane Carr	Email	duane.carr@teamuis.com		

Scope of Work	Cost
---------------	------

Water Tower

Furnish and install one (1) cellular modem and necessary antenna hardware to monitor the level and existing I/O of the water tower.

Provide necessary PLC and CRUiSE HMI programming to monitor and display the level and existing I/O of the Water Tower.

Thurston #1 (well 6):

Furnish and install one (1) cellular modem with necessary antenna hardware, one (1) analog input card, and one (1) analog output card to monitor the existing I/O of the plc along with signals from the flow meter, pressure transmitter, scale, and chlorine analyzer.

Furnish and install an analog signal and necessary VFD programming to control the VFD speed from the PLC for pressure control.

Provide necessary PLC and CRUiSE HMI programming to monitor and display the existing I/O, the added analog signals, and pressure control of the well.

Thurston #2 (well 7):

Furnish and install one (1) cellular modem with necessary antenna hardware, two (2) analog input cards, and one (1) analog output card to monitor the existing I/O of the plc along with signals from the flow meter, pressure transmitter, two (2) scales, and chlorine analyzer.

Furnish and install an analog signal and necessary VFD programming to control the VFD speed from the PLC for pressure control.

Provide necessary PLC and CRUiSE HMI programming to monitor and display the existing I/O, the added analog signals, and pressure control of the well.

Oaklawn (well 5):

Furnish and install one (1) cellular modem with necessary antenna hardware, one (1) analog input card, and one (1) analog output card to monitor the existing I/O of the plc along with signals from the flow meter, pressure transmitter, and scale.

Furnish and install an analog signal and necessary VFD programming to control the VFD speed from the PLC for pressure control.

Provide necessary PLC and CRUiSE HMI programming to monitor and display the existing I/O, the added analog signals, and pressure control of the well.

Lakeview (well 3):

Furnish and install one (1) cellular modem with necessary antenna hardware, one (1) analog input card, and one (1) analog output card to monitor the existing I/O of the plc along with signals from the flow meter, pressure transmitter, and scale.

Furnish and install an analog signal and necessary VFD programming to control the VFD speed from the PLC for pressure control.

Provide necessary PLC and CRUiSE HMI programming to monitor and display the existing I/O, the added analog signals, and pressure control of the well.

CRUiSE HMI (cloud based):

Provide the first year of the CRUiSE (cloud-based HMI) subscription and cellular fees, currently \$2,875.00 per year. The CRUiSE provides easy trending, reports, unlimited remote connections, and alarm notifications via voice calls, emails, and text message

Provide start up services.

Provide one (1) day of training service.

Provide PLC I/O list for each well and water tower.

NOTE: All devices for new analog signals are existing or provided by others.

Total: \$49,675.00

UIS SCADA Approved by



Date February 19, 2024

Please make Purchase Orders/Subcontracts out to: UIS SCADA, Inc. and reference Quote #240291

Client Acceptance when the Client will not be providing a PO or Contract to UIS SCADA, Inc.

Client authorizes Utilities Instrumentation Service, Inc. to proceed with the work and agrees to comply with the attached Terms and Conditions.

Client Acceptance

Signature

Name

Title

Date

Exclusions and Clarifications

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our quote is based on straight time during normal hours of 7:00 A.M. to 3:30 P.M., Monday through Friday, unless specified otherwise.

Our price is valid for thirty (30) days, after which time UIS SCADA, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA, Inc.

- 1. Offer.** These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Client under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services – Ohio, LLC., UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Team UIS"). These Terms are incorporated into each Order Confirmation issued by Team UIS to a Client of such products or services ("Client"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Client after the Client has submitted an order to Team UIS. The Order Confirmation constitutes Team UIS's offer to the Client identified in the Order Confirmation to sell the products and/or provide the services identified in the Order Confirmation ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.
- 2. Acceptance.** A contract is formed when Client accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to the Agreement and shall not include any terms and conditions contained in Client's purchase order or similar document. Notwithstanding any contrary provision in Client's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Team UIS shall not constitute acceptance of Client's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Agreement.
- 3. Prices.** Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging, or transportation charges; and (b) prices do not include any applicable taxes.
- 4. Payment Terms.** Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Team UIS's invoice. Credit and delivery of Products shall be subject to Team UIS's approval. The Client shall pay Team UIS for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Client disputes any portion of an invoice, the Client shall notify Team UIS, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of the dispute, and pay when due any portion of the invoice not in dispute. Failure to provide such notification shall constitute acceptance of the invoice as submitted. If Client fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Team UIS may at any time, without waiving any other claim against the Client (including lien rights) and without thereby incurring any liability to the Client, suspend or terminate the Order Confirmation. Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its affiliates any amounts due or to become due to Team UIS or its affiliates, whether arising under the Order Confirmation, any related purchase order or any other agreement.
- 5. Shipping and Delivery.** All sales of Products are F.O.B. Team UIS's plant unless otherwise specified in the Order Confirmation. Responsibility of Team UIS shall cease upon delivery to and receipt of the Products by a common carrier at which point Client will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Client's accelerated delivery schedules shall be the responsibility of Client. Deliveries of orders placed by Client may be changed, deferred or canceled only upon specific agreement in writing by Team UIS and Team UIS may condition such agreement upon Client's assumption of liability and payment to Team UIS for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Team UIS is liable by reason of commitments made by Team UIS to its suppliers; and (c) any other loss, cost or expense of Team UIS as a result of such change, deferment or cancellation.
- 6. Proprietary Materials.** Team UIS shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible (including software and SaaS Services), furnished by Team UIS in connection with or under the applicable Order Confirmation ("Proprietary Materials"). No Proprietary Materials created by Team UIS in connection with an Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.
- 7. Licenses.** Team UIS does not grant to Client any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.
- 8. SaaS Services.** **A.** Team UIS will provide Client with the SaaS Services, and allow Authorized Users to access the SaaS Services in connection with Client's use of the SaaS Services, as set forth in the applicable Order Confirmation. Prior to obtaining access to the SaaS Services, Client shall ensure that Authorized Users are registered in the SaaS Services with a unique User ID and a unique password. For purposes of this Agreement, "Authorized Users" means individuals who are authorized to use the SaaS Services pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Confirmation, for whom subscriptions to SaaS Services have been procured, and who have been supplied user identifications and passwords by Client (or by Team UIS at Client's request). Authorized Users may include Clients' employees and Clients' agents and third-party contractors and their employees authorized by Client and/or approved by Team UIS to access the SaaS Services. **B.** Client is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Authorized Users may only use the SaaS Services during the term of the applicable Order Confirmation. **C.** Except as otherwise explicitly provided in this Agreement, Client and its Authorized Users will not, and will not permit third parties to: (a) use the SaaS Services except as expressly authorized in this Agreement; (b) access or use the SaaS Services to circumvent or exceed the applicable restrictions; (c) use any device, software, or routine that interferes or disrupts any application, function, or use of the SaaS Services; (d) copy, modify, translate, transmit, reproduce, distribute, republish, display, frame, or mirror the SaaS Services, except as permitted by this Agreement; (e) decompile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form all or any part of the SaaS Services or any part of the SaaS Services or otherwise attempt to discover any source code or create derivative works of the SaaS Services or any part of the SaaS Services; (f) rent, lease, resell, sublicense, or otherwise permit third parties to access or use the SaaS Services; (g) use the SaaS Services to provide services to third parties (e.g., as a service bureau or to otherwise provide data processing services to third parties); (h) circumvent or disable any security or other technological features or measures of any SaaS Services or any part of the SaaS Services; (i) use the SaaS Services to build a similar or competitive product or service; (j) create user accounts under false or fraudulent pretenses; (k) except as provided in an Order Confirmation, create shared or generic identifications and passwords to any SaaS Services; (l) use the SaaS Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (m) use the SaaS Services to send or store viruses, worms, time bombs, trojan horses, or other harmful or malicious code, files, scripts, agents or programs; (n) access the SaaS Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (o) remove, alter or obscure any of the intellectual property rights notice(s) or restrictive legend(s) embedded in or that Team UIS otherwise provides with the SaaS Services; (p) interfere with or disrupt the integrity or performance of the SaaS Services; or (q) obtain unauthorized access to the SaaS Services (including without limitation permitting access to or use of the SaaS Services via another system or tool, the primary effect of which is to enable input of requests or transactions by other than Authorized Users). **D.** Client shall at all times: (a) provide Team UIS with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Team UIS in order to provide the SaaS Services, including, but not limited to, providing Client materials and security access, information, and software interfaces to Client's business applications; (b) provide such personnel assistance as may be reasonably requested by Team UIS from time to time; and (c) carry out in a timely manner all other Client responsibilities set forth in this Agreement. In the event of any delay in Client's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Client, Team UIS may adjust its performance as reasonably necessary to account for such delays.
- E.** Client is responsible for complying with any applicable laws relating to its or any Authorized User's use of the SaaS Services including, without limitation, all applicable privacy, electronic communications and data protection laws, rules, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines. Without limiting the generality of the foregoing, Client is solely responsible for: (a) ensuring that Client and Team UIS, acting on Client's behalf, have the right to collect, use and share Client any personal data and related materials via the SaaS Services; and (b) providing adequate notice to, and obtaining any necessary consents as required under applicable laws, with respect to the Client materials and Client intellectual property collected, used and shared by Client, or by Team UIS on Client's behalf, via the SaaS Services. Notwithstanding any other provision of this Agreement, Client or any Authorized User shall not use the SaaS Services to collect, upload, retrieve, transmit, send, or store (i) any information that could directly identify a person, including, without limitation, government issued ID numbers, individual medical or health information (including protected health information under HIPAA), individual financial information, an individual's name (last name plus first name or first initial), or birth date; (ii) security codes, passwords, credit or debit card numbers; (iii) any data that falls under the sensitive or special data definitions of any applicable privacy law or self-regulatory principle; or (iv) any data collected from sites directed to children under the age of sixteen (16) or from children whose age Client knows to be under sixteen (16) in violation of applicable law. Team UIS and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Client materials or Client intellectual property that violate any of the terms of this Agreement or any applicable law. **F.** In connection with the operation of the SaaS Services, Team UIS may collect and analyze data in aggregate and anonymous form with respect to the use and effectiveness of the SaaS Services (the "Aggregate Data"). Client hereby irrevocably authorizes Team UIS to collect data in an aggregate and anonymous form for supporting, improving, and marketing the SaaS Services. Customer acknowledges and agrees that Team UIS will exclusively own all right, title, and interest in and to all Aggregate Data and other analytics and output data generated or provided by Team UIS or the SaaS Services. **G.** Client or Authorized Users providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If Client of any Authorized User provides any Feedback to Team UIS, orally or in writing, Client hereby grants to Team UIS and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the SaaS Services any Feedback. **H.** Team UIS may immediately suspend the SaaS Services if Team UIS reasonably determines that the Client is not materially complying with this Agreement, or Client is using the SaaS Services in a manner that could cause damage to Team UIS's business or reputation, or otherwise reflect unfavorably upon Team UIS, its affiliates, or its partners. Team UIS shall notify the Client promptly following any such suspension taking effect.
- 9. Design.** Team UIS is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Team UIS as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.
- 10. Warranty.** (a) Team UIS warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Client understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Team UIS. Team UIS makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Team UIS may, at its sole election, and as Client's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Client shall hold and make available for inspection and testing by Team UIS all Products claimed by Client to be defective. (b) Services provided by Team UIS under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. (c) **THE TEAM UIS DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY CLIENT AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TEAM UIS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.**
- 11. Liability Limitation.** Specific performance shall not be available to Client as a remedy in connection with Team UIS's providing of the Products and/or Services. Monetary damages against Team UIS shall be limited to the dollar amount charged to Client for the applicable order placed by Client and accepted by Team UIS for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from any cause whatsoever, including without limitation: (a) any order placed by Client and accepted by Team UIS or Team UIS's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. **IN NO EVENT SHALL TEAM UIS BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON TEAM UIS ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY TEAM UIS AND SPECIFICALLY REFERENCING THIS SECTION.**

- 12. Insurance.** Team UIS has in effect commercial general liability, umbrella, cyber, workers compensation, employer's liability, and automobile insurance coverage. A certificate of insurance is available upon request. Customer shall have property and course of construction/builder's risk insurance for the full value of the site including any improvements made pursuant to this Contract and will provide Team UIS with proof of insurance upon request.
- 13. Termination.** In the event that Client fails to perform any of its obligations stated in the Agreement, including the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Team UIS specifying such breach, the Team UIS may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Team UIS: (a) Team UIS shall be relieved of any further obligation to Client (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Client shall be liable to Team UIS for the immediate payment of amounts then billed to date by Team UIS to Client; (c) Client shall purchase and pay Team UIS immediately for all raw materials, components, work in process and finished goods acquired by Team UIS in connection with the Order Confirmation and/or any related purchase orders; and (d) Client shall immediately reimburse Team UIS for all other loss, cost or expense of Team UIS as a result of the termination of the Order Confirmation or any related purchase order.
- 14. Right of Entry.** If applicable, Client shall provide for Team UIS's right to enter the property owned by the Client and/or others in order for Team UIS to perform the Services in the Order Confirmation. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Team UIS and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.
- 15. Force Majeure.** Team UIS shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, pandemics, acts of terrorism or war, or acts by third parties, failure of Client to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Team UIS's obligations under the Order Confirmation and any related purchase order shall be suspended and Team UIS shall not have any obligation to provide Client with Products or Services from other sources or to pay or reimburse Client for any additional costs to Client of obtaining substitute Products or Services, nor shall Team UIS be liable for any damages to Client arising from or related to a Force Majeure Event.
- 16. Governing law.** The contract shall be governed by the laws of Michigan
- 17. Employee Solicitation.** Employee Solicitation. Client agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Team UIS directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Team UIS regardless of the circumstances surrounding employee's cause of termination of employment.
- 18. Indemnification.** Client holds harmless, indemnifies, and will defend Team UIS and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, fines and related losses including attorney's fees and expenses to the extent directly or indirectly caused by Client's (including those acting on behalf of Client) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the Agreement between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Team UIS's negligence. Liability per above is not limited by limits of workers compensation coverage.
- 19. Survival/Entire Agreement/Waiver/Applicable Laws.** These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order. The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Team UIS and Client with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Team UIS. Waiver by Team UIS of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Team UIS, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Team UIS of any right. This Agreement is governed by the laws of the State of Michigan, except for its choice of laws provisions.
- 20. Electronic Signature.** THE CONTRACT MAY BE SIGNED OR ACCEPTED ELECTRONICALLY, CONVEYING CUSTOMER'S ACCEPTANCE. COMPLIANCE WITH THE CONTRACT THROUGH ELECTRONIC MEANS INCLUDING, BUT NOT LIMITED TO, EMAIL ACKNOWLEDGEMENT, AND CUSTOMER'S ELECTRONIC SIGNATURE WILL BE DEEMED VALID AND BINDING. IF CUSTOMER CONTESTS THE VALIDITY OF THE CONTRACT BASED ON THE MEANS OF ELECTRONIC OR OTHER FORM OF EXECUTION OR ACCEPTANCE BY THE PARTIES AND THE CONTRACT IS HELD BY A COURT OR ARBITRATOR TO BE VALID, THE CUSTOMER SHALL PAY THE ATTORNEYS' FEES AND EXPENSES OF TEAM UIS ARISING FROM THE CUSTOMER'S CONTEST OF THE CONTRACT'S VALIDITY.
- 21. Escalation.** Any material that has been quoted as a part of this project is calculated based upon current prices. The market for these materials is volatile, and sudden price increases could occur. Team UIS agrees to use its best efforts to obtain the lowest prices possible from our suppliers. However, should there be an increase in the price of materials that are purchased after the execution of contract Team UIS reserves the right to adjust the contract for the increase. Team UIS will provide timely written notice to the Client if this were to occur.
- 22. Postponement.** In the event that the Client postpones the project, Team UIS reserves the right to charge the Client for costs incurred that will cause the project to exceed the original cost estimate. Team UIS will provide timely written notice to the Client if this were to occur.
- 23. Cancellation.** In the event that the Client cancels the work once the work has been scheduled by Team UIS, Team UIS reserves the right to charge the Client as follows:

# of Days Prior to Scheduled Work	Cancellation Fee (% of Contract)
30	5.00%
15	7.50%
7	10.00%
3	15.00%

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10F

Michigan Department of Transportation - Office of Aeronautics
Fiscal Recovery Funds
Crack Seal and Paint Marking Contract

The Michigan Department of Transportation, Office of Aeronautics (MDOT-Aero) and the airport (Sponsor) will be completing a Crack Seal and/or Paint Marking project utilizing the Federal one-time Fiscal Recovery Funds.

MDOT-Aero is authorized to coordinate with a contractor to perform Crack Seal and/or Paint Marking work by the Sponsor.

MDOT-Aero and the contractor are authorized by the Sponsor to have access to the airfield to perform the work.

MDOT-Aero or the contractor will contact the Sponsor a minimum of 48 hours in advance of performing the work. The Sponsor will issue a Notice to Airman (NOTAM) regarding the work activity at the airport.

Payment of all project work and/or costs will be made by MDOT-Aero to the Contractor directly and will be paid up to the attached dollar amount. Project work and/or costs exceeding the total amount shown for your airport in the attached document will not be coordinated or paid for by MDOT-Aero.

Airport Name: _____

Signature: _____

Date: _____

Dollar amount by airport

Airport	Cost for Crack Seal	Cost for Paint Marking	Total Dollar Amount
Bad Axe	\$ 7,579.00	\$ 27,802.91	\$ 35,381.91
Battle Creek	\$ 38,190.00	\$ 43,012.31	\$ 81,202.31
Bay City	\$ 30,210.00	\$ 27,741.80	\$ 57,951.80
Cadillac	\$ 5,830.00	\$ 31,392.50	\$ 37,222.50
Cheboygan	\$ 13,765.75	\$ 16,249.65	\$ 30,015.40
Clare	\$ -	\$ 40,465.40	\$ 40,465.40
Coldwater	\$ 39,900.00	\$ 29,765.50	\$ 69,665.50
Crystal Falls	\$ 23,417.52	\$ 3,600.00	\$ 27,017.52
Detroit City	\$ 9,844.75	\$ 43,778.68	\$ 53,623.43
East Tawas	\$ 4,817.70	\$ -	\$ 4,817.70
Gaylord Lake	\$ 2,253.56	\$ 1,575.00	\$ 3,828.56
Greenville	\$ 23,093.16	\$ 18,478.00	\$ 41,571.16
Grosse Ile	\$ 11,470.00	\$ 13,546.00	\$ 25,016.00
Harrison	\$ 19,952.60	\$ 28,588.80	\$ 48,541.40
Hart	\$ 19,769.00	\$ 10,254.00	\$ 30,023.00
Hillsdale	\$ 29,680.00	\$ -	\$ 29,680.00
Howell	\$ 42,034.10	\$ 43,434.18	\$ 85,468.28
Lakeview	\$ 8,215.00	\$ 18,566.00	\$ 26,781.00
Lapeer	\$ 23,850.00	\$ 11,050.00	\$ 34,900.00
Ludington	\$ 13,250.00	\$ 20,910.00	\$ 34,160.00
Manistee	\$ 13,920.00	\$ 45,791.70	\$ 59,711.70
Manistique	\$ 14,650.00	\$ 21,321.60	\$ 35,971.60
Menominee	\$ -	\$ 44,128.37	\$ 44,128.37
Newberry	\$ 4,453.50	\$ 1,148.00	\$ 5,601.50
Owosso	\$ 7,950.00	\$ -	\$ 7,950.00
Rogers City	\$ 35,498.00	\$ 13,793.50	\$ 49,291.50
Saginaw	\$ 15,900.00	\$ 36,040.00	\$ 51,940.00
South Haven	\$ 41,205.00	\$ 39,517.00	\$ 80,722.00
Sparta	\$ 18,265.00	\$ 17,770.00	\$ 36,035.00
Sturgis	\$ 2,826.49	\$ 36,787.38	\$ 39,613.87
Three Rivers	\$ 23,624.50	\$ -	\$ 23,624.50
White Cloud	\$ 2,650.00	\$ 4,485.00	\$ 7,135.00

Kirsch Municipal Airport
Local Resolution # (Optional)

The Kirsch Municipal Airport enters into contracts, grants, and certifications through Federal and State programs,

and Thomas R. Sikorski has the authority to execute airport sponsor contracts between Kirsch Municipal Airport and the State of Michigan Department of Transportation, Office of Aeronautics.

If the Designated Signer has changed, the Kirsch Municipal Airport will contact the State of Michigan Department of Transportation, Office of Aeronautics with the changes.

Be it resolved that the Thomas R. Sikorski of the Kirsch Municipal Airport, be authorized and directed to execute airport sponsor contracts with the State of Michigan Department of Transportation, Office of Aeronautics on behalf of the Kirsch Municipal Airport.

Signature (Optional): _____

Example:

Anywhere Board of Commissioners

Local Resolution # 11- 2023

The Anywhere County Airport enters into contracts, grants, and certifications through Federal and State programs,

And Jane Smith has the authority to execute airport sponsor contracts between Anywhere County Airport and the State of Michigan Department of Transportation, Office of Aeronautics.

If the Designated Signer changes, the Anywhere County Airport will contact the State of Michigan Department of Transportation, Office of Aeronautics with the changes.

Be it resolved that Jane Smith of the Anywhere Board of Commissioners be authorized and directed to execute airport sponsor contracts with the State of Michigan Department of Transportation, Office of Aeronautics on behalf of the Anywhere County Airport.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10G

2024 CITY OF STURGIS BOARD AND COMMISSION APPOINTMENTS

BOARD	REAPPOINTMENTS	NEW APPLICANTS	NUMBER OF APPOINTMENTS
AIRPORT ADVISORY BOARD	Alan Carter Michael VanMeter		<i>Two</i> <hr/> <hr/>
CEMETERY BOARD	Mary Bogart		<i>Three</i> <hr/> <hr/> <hr/>
DISTRICT LIBRARY BOARD			<i>One</i> <hr/>
DDA BOARD OF DIRECTORS	Rob Falkenstein Amanda Wickey		<i>Two</i> <hr/> <hr/>
ELECTED OFFICIALS COMPENSATION COMMISSION	Andy Boyd John Dobberteen Greg Hackman		<i>Five</i> <hr/> <hr/> <hr/> <hr/> <hr/>
ELECTION COMMISSION	Gwen Donmyer Sharon Hudson Vivian Vannest		<i>Three</i> <hr/> <hr/> <hr/>
EDC & BRA BOARD OF DIRECTORS	Kirby Baker Brian McConnell		<i>Two</i> <hr/> <hr/>

2024 CITY OF STURGIS BOARD AND COMMISSION APPOINTMENTS

BOARD	REAPPOINTMENTS	NEW APPLICANTS	NUMBER OF APPOINTMENTS
PARKS, RECREATION, AND DOYLE ADVISORY BOARD	Mary Bogart Dan Speelman		Three <hr/> <hr/> <hr/>
PLANNING COMMISSION	Luis Perez Pete Stage		Three <hr/> <hr/> <hr/>
SISTER CITY COMMITTEE	Georgia Austermann		Three <hr/> <hr/> <hr/>
STURGIS HOUSING COMMISSION	Roger Ringenberg		One <hr/>
SYCA BOARD	Anita Ritter Mark Ritter	Paul Martin	Four <hr/> <hr/> <hr/> <hr/>
ZONING BOARD OF APPEALS	Rob Falkenstein Randall Young		Four <hr/> <hr/> <hr/> <hr/>



Boards and Commissions Application

Name: PAUL DOUGLAS MARTIN
 (First) (Middle) (Last)
 Address: 213 S. NOTTAWA STURGIS 49091 Email: jackbeagarden2@hotmail.com
 (Street) (City) (Zip)
 Are you a city resident? YES Home/Cell Phone: (224) 500 0670
 Occupation: TAX LAWYER Work Phone: _____
 Employment: TAOR INDUSTRIES
 (Name of Employer)
601 E. Beardsley Elkhart IN
 (Street) (City) (Zip)

Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):

LICENSED ATTORNEY (TAX), many years in performance,
experience w/ financial matters.

Reasons for seeking appointment (Areas of interest, goals, etc.):

Sturgis is a great town for its size, & the SYCA is a great asset
that is underappreciated and underutilized!

Are there any reasons you may have a conflict of interest if you were appointed to a Board or Commission which you listed? NO If yes, please explain.

References (Non-family, these may be personal or professional):

COLLEEN ZOHL 601 E. Beardsley Ave, Elkhart (574) 970-7429
 (Name) (Address) (Phone)
JON OLEXSKY (312) 486-4138
 (Name) (Address) (Phone)

Signature: Paul Martin Date: May 10, 2024

Choose any boards/commissions that you are interested in, numbering them in order of preference, 1 being the most preferred.

- | | |
|---|---|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> LDFA Board of Directors |
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Parks and Cemetery Board |
| <input type="checkbox"/> Construction Board of Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> DDA Board of Directors | <input type="checkbox"/> Sister City Committee |
| <input type="checkbox"/> Doyle and Recreation Advisory Board | <input checked="" type="checkbox"/> Sturges-Young Center for the Arts Board |
| <input type="checkbox"/> EDC & BRA Board of Directors | <input type="checkbox"/> Sturgis Building Authority |
| <input type="checkbox"/> Elected Officials Compensation Commission | <input type="checkbox"/> Sturgis District Library Board |
| <input type="checkbox"/> Election Commission | <input type="checkbox"/> Sturgis Housing Commission |
| <input type="checkbox"/> Employee's Retirement System | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Health Facilities & Hospital Finance Authority | |

Please contact the City Clerk or refer to the Boards and Commissions Handbook on the City's website for more information.

Applications will be kept for one year. Return to: City Clerk's Office, 130 N. Nottawa St, Sturgis, MI 49091 or krhodes@sturgismi.gov