

AGENDA

THE COMMISSION OF THE CITY OF BUCHANAN, in compliance with Michigan’s Open Meetings Act, hereby gives notice of a regular meeting of the Buchanan City Commission to be held in the Chamber of City Hall.

* Requests to be added to the agenda as a “Scheduled Matter from the Floor” should be submitted in writing to the City Clerk at least 5 business days prior to the scheduled meeting during which the speaker wishes to appear, and the approval of such requests remain within the discretion of the Mayor. If denied, the speaker may nonetheless speak during the “non-agenda items only” public comments section of the agenda.

* Those who are unable to appear during a meeting but who still wish to share public comment may submit such comments in written form to the City Clerk at least 4 hours in advance of the meeting.

* Individuals with disabilities may request necessary reasonable accommodations by submitting requests to the City Clerk, preferably at least 24 hours in advance.

* Written requests and comments may be submitted to the City Clerk either in person or via mail to Buchanan City Hall, 302 N. Redbud Trail, Buchanan, MI 49107, or via email to clerk@cityofbuchanan.com

I. Call to Order

II. Recognition

- A. *Galien-Buchanan Lions Club would like to present a \$500.00 donation to the Buchanan Police Department to use towards the purchase of Body Worn Cameras.*

III. Pledge of Allegiance

IV. Roll Call

V. Approve Agenda

VI. Public Comment - Agenda Items Only (3-minute limit)

VII. Consent Agenda (can be approved all in one motion, for general housekeeping items)

A. Minutes-Consider approving minutes from the following meetings:

- 1) *Special Meeting Work Session on April 11th, 2024.*
- 2) *Regular Meeting on April 22nd, 2024.*

VIII. Scheduled Matters from the Floor (if any)

IX. Reports by: Departments, Committees, Boards

A. Community Development Report- Community Development Director, Rich Murphy and Assistant Community Development Director, Ashley Regal.

- 1) *Consider approving the Request for Proposal (RFP) for a third-party administrator for Community Development Block Grant (CDBG) CHILL Round 2.*
- 2) *Consider approving the Buchanan Home Repair Program and the Buchanan Home Demolition Program.*

X. Unfinished Business

A. Ordinance No. 2024.05/438- Consider the second reading and adoption of Ordinance No. 2024.05/438, an ordinance amending the City of Buchanan Zoning Ordinance; **ARTICLE VII - R-3**

MULTI-FAMILY ZONING DISTRICT; ARTICLE XXI GROUP HOMES AND ADULT FOSTER CARE FACILITIES.

XI. New Business

- A. Expenditures - Consider approving the expenditures for May 13th, 2024.
- B. Attorney Engagement Proposal- City Manager, Timothy Lynch will present the attorney engagement proposal from Attorney Mowitt S. Drew III of Butzel Long for consideration.
- C. Structural Engineering Services Proposal- City Manager, Timothy Lynch will present and request consideration for the Front Street Retaining Wall.
- D. Update on Days Ave & McCoy Creek Culvert- City Manager, Timothy Lynch will provide an update to the Commission and the public regarding Days Avenue and McCoy Creek Culvert.

XII. Communications (informational only, formal board action is not necessary for these items, unless so desired)

- A. MEETING Change & Public Hearings- The City Commission Regular Meeting will be held on Tuesday, May 28th, 2024. Due to the holiday on Monday, May 27th. There will also be two public hearings held at the May 28th meeting, for the proposed budget FY 2024-2025 and a proposed Obsolete Property Rehabilitation (OPRA) Exemption Certificate.

XIII. Public Comment - Non-Agenda Items Only (3-minute limit)

XIV. Executive Comments

- A. City Manager Comments
- B. Commissioner Comments
- C. Mayor Comments

XV. Adjourn



WORK SESSION OF THE BUCHANAN CITY COMMISSION
THURSDAY, APRIL 11, 2024 – 9:30 AM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

I. Call to Order

Denison called the meeting to order at 9:32am.

II. Items for Discussion

A. MEDC & Michigan Mainstreet

Murphy: Years ago Clark Equipment provided 3,500 jobs which went away abruptly and quite recently. We developed the Vision for Buchanan. Three things emerged:

- 1) Do more of what's working downtown, pursue sustainable uses such as restaurants and retail
- 2) Bring more young people to put roots in Buchanan and get investors
- 3) Instill quality of life in the northside neighborhood and encourage first-time home buyers

Vigansky: Comments that LiveBuchanan does not have open meetings, it's not downtown business owners, it's not funded by the DDA because we destroyed the DDA, and it doesn't fit their criteria.

Denison: Back in 2019 we dissolved our DDA because our DDA's mission had run out and they became inefficient and ineffective. We had a long process of choosing the folks on the board of LiveBuchanan.

MMS: This is a nation-wide program and for the nation a majority do not have DDA's, they are non-profits. The majority of those nonprofits are funded by the cities they're located in.

MMS Questions:

- We want you to go through our list of services and be very clear in the application which ones would best help you meet your mission. Is it branding, market analysis, setting up a strategy, etc.?
- Some maps need to be updated, averages per sq foot (rent, commercial, residential, etc.)
- Budget – Discussion about the funding for the LiveBuchanan executive director position and the positions associated costs such as supplies, professional development, travel, etc.
- Revenue – Discussion about LiveBuchanan earnings, the city's plan to help LiveBuchanan become sustainable, and revenue sources such as city contributions, sponsorships, donations, grants, etc.
- Organizational Structure – Currently this position would be a city staff person. Discussion about an agreement between the city and LiveBuchanan to identify mutual priorities, responsibilities, reporting structure, and budget. An agreement will solidify roles and show it can be sustainable for the 5 years of Select Level, then during that we'll find a structure to bring you to the Master Level. The vision is for the 501C-3 nonprofit to be its own entity with staff, a board, etc.

Approval Timeline: Our team reviewed the application together, thought of questions, and we came here to do our on-site visit. Then we have another internal meeting next week, you have a couple weeks to update and turn the application around, and finally we decide around the end of May.

III. Adjourns

The meeting adjourned at 10:30 A.M.

Kalla Langston, City Clerk

Mayor Sean Denison



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION

MONDAY, APRIL 22, 2024 – 7:00 PM

CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

I. Call to Order

Denison called the meeting to order at 7:00pm.

II. Recognition

A. *The City Commission, Staff, and Community would like to recognize Timothy Ganus, Director of Public Safety on his retirement.*

Officer Jason Cullum, Chief of Police Harvey Burnett, and Mayor Sean Denison honored Director Ganus and congratulated him on his retirement.

III. Pledge of Allegiance

Mayor Denison led in the pledge of allegiance.

IV. Roll Call

Present: Mayor Sean Denison, Mayor Pro Tem Mark Weedon, Commissioner Dan Vigansky, Commissioner Larry Money, Commissioner Patrick Swem

City Staff: City Manager, Tim Lynch; City Clerk, Kalla Langston; Community Development Director, Rich Murphy; Director of Public Services, Mike Baker; Director of Public Safety, Tim Ganus; Chief of Police Harvey Burnett. A number of Police officers retired and present.

V. Approve Agenda

Motion made by Weedon, supported by money to approve the agenda as presented. Voice vote carries unanimously.

VI. Public Comment - Agenda Items Only *(3-minute limit)*

None.

VII. Consent Agenda *(can be approved all in one motion, for general housekeeping items)*

A. Minutes

1) *Consider approving the regular meeting minutes from April 8th, 2024.*

B. Purchase Request

1) *Purchase request for Director of Public Safety, Timothy Ganus to purchase his BPD-issued firearm.*

C. Credit Card Change

1) *Remove Director of Public Safety, Timothy Ganus and replace the Police issued credit card to Chief of Police, Harvey Burnett.*

Motion made by Swem, supported by Vigansky, to approve the consent agenda as presented. Voice vote carries unanimously.

VIII. Scheduled Matters from the Floor *(if any)*

IX. Reports by: Departments, Committees, Boards

A. Buchanan Tree Friends, Chair Brian Murphy and Vice Chair Rich Martin*1) Tree City USA Status, update of grants, and Arbor Day plans.*

Murphy thanked the DPW for helping dig holes, for the planning of 30 trees. Deb who will now keep track of the city's tree inventory and work with DPW on a process for recording maintenance, removals, and planting. Courtney has created a separate account for Tree Friends to report better. Kalla helped us maintain our Arbor Day status, the application process is more than it needs to be.

Update on Tree Planting Downtown: We were asked to recommend trees for the downtown streetscape. Inventory of trees downtown; 15 Bradford Pear, 5 Red Maple, 1 Gingko. All doing well, especially the Red Maples. What is recommended for downtown; Gingko, Hackberry, Hawthorne, Cherry, and River Burch are more tolerant of root damage caused by sidewalks.

Tree City USA: Buchanan has been an Arbor Day Foundation designated Tree City USA for 30 years.

Arbor Day Plans: Denison proclaims Thursday April 25th Arbor Day for the city.

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS Arbor Day is now observed throughout the nation and the world, and

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Sean Denison, Mayor of the City of Buchanan, do hereby proclaim as ARBOR DAY In the City of Buchanan, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations. DATED THIS day of April, 22nd, 2024.

(See attachment A)

Update on DNR Grant: The city invested \$4,200 in a matching DNR grant for the tree inventory which exposed the need for a tree plant. We've planted 30 trees with are 110 more coming in May.

B. Community Development Report-Director Rich Murphy*1) Consider approval of adult use retail permit renewal for High Profile, 804 E. Front St.*

Motion made by Weedon, supported by Money, to approve the adult use retail permit renewal for High Profile as presented. Voice vote carries unanimously.

X. Unfinished Business**XI. New Business**

A. Ordinance No. 2024.05/438 - Consider the first reading of Ordinance No. 2024.05/438, an ordinance amending the City of Buchanan Zoning Ordinance; **ARTICLE VII - R-3 MULTI-FAMILY ZONING DISTRICT; ARTICLE XXI GROUP HOMES AND ADULT FOSTER CARE FACILITIES.**

Planning Commission chose to adopt the zoning amendments presented. This is the first or two readings in front of the city commission. The proposed amendment was reviewed by the city attorney, compared to other municipalities, and will retain the special use provision. See (Attachment B)

Motion made by Vigansky, supported by Swem, to approve Ordinance No. 2024.05/438 to amend the City of Buchanan Zoning Ordinance as presented. Voice vote carries unanimously.

B. Resolution 2024.04/12 - Consider Resolution 2024.04/12 a resolution to negotiate the summer school tax collection fee.

Motion made by Swem, supported by Weedon, to approve Resolution 2024.04/12 as presented. Voice vote carries unanimously. (See Attachment C)

C. Expenditures - Consider the Expenditures in the amount of \$80,538.08 for April 22nd, 2024.

Motion made by Vigansky, supported by Money, to approve the expenditures as presented. Voice vote carries unanimously.

XII. Communications (informational only, formal board action is not necessary for these items, unless so desired)

None.

XIII. Public Comment - Non-Agenda Items Only (3-minute limit)

George McMannes, 3825 E Britain Ave, Benton Harbor – Berrien County farmer recently retired, running for County Drain Commissioner.

Norma Ferris – Dial-a-Ride, we have a new bus. We had 77,000 riders.

Jerry Flenar – This Saturday is Buchanan Earth Day clean up. Also, Lions Club members will be taking donations in stores May 3rd and 4th for children’s glasses.

XIV. Executive Comments

A. City Manager Comments

I’d like to take a minute to update the commission and citizens about the Days Ave and McCoy Creek sinkhole project. We retained an engineering firm in February to design a fix for that. The project is currently in the permitting process with EGLE. They developed three conceptual designs which we will review along with some cost opinions we haven’t received yet. We will choose one of those. We would like to do the one that’s most expeditious for getting the job done. We’ve made several visits to the site with the engineers, Mike, Sean, and we want to get this moving. As for the wall at Hoven Funeral Home, I had discussions with an engineering firm to design a fix and I’m working with them on that. We will move as quick as possible and have funds in the budget to address it. In our annual rights of spring last week, we submitted both our property and liability insurance and workers compensation fund renewals through the Michigan Municipal League.

B. Commissioner Comments

Weedon: First and foremost, Tim, thank you for everything. I think everybody said everything they need to say tonight, and I imagine everybody is going to say some really kind things but its been an honor to be associated with you for five years and the city of Buchanan is honored to have your for those number of years. I know that a lot of wonderful things can be said for your kindness and

generosity to the city so thank you so much. Tree Friends, thank you so much for everything that you do for bringing attention to the trees. It was wonderful, everybody in Buchanan the last week there was a hole being dug, trees being planted, planting on this street and that street, in front of the middle school. They are everywhere. There are some in my house that I would like to take down but every time I think of them I would have to deal with Richard but thank you for everything you do. 420-day, Chief, thank you so much. Traffic, to Dans point, was definitely down. I don't know the percentage, but it was up for our small town. It was good for the mercantile downtown and it was good for the food traffic. I think the dispensaries handled themselves with decorum. The community when I was in town and the visitors that came to town handled themselves with decorum. I think the police presence was well documented and spoke about online. Once again, we all are well aware of what New Buffalo is doing and that's all well and good but you know what, one thing they don't have is what Buchanan has, we offer the peace and tranquility of the kindness of not only our police department, our school systems, city commission, and just people in general. We welcome people to our town. People are moving in down the street from me, we have houses being sold all over the place. That means something and I know there's negativity and people have opinions but we have a Taco Bell that looks nice. I know that sounds cheap and I realize that may not mean something to some people. And I know its funny, but the dispensaries complement our town, Taco Bell complements our town. They are not gaudy, they are not unwelcoming, they are not cheap. When I saw dollar stores like Family Dollar and Dollar General I thought this is going to look cheap but it doesn't because what people bring to the city what we represent as a city and how we conduct ourselves. That thing is still clean, that's not normally indicative of what we see around Taco Bells. That's great news. All-in-all, thank you so much to everybody the town is fantastic. It's clean, it's picked up, it's a fun town to work in and hopefully Mike I'm sure nobody said anything about the trash but I'm sure you guys are on top of it the minute 420 was done. Thank you guys so much.

Swem: I have had the honor of knowing Tim since I was a little boy growing up with his son Tyler so I've gotten to see him from more than just his position at the city. I don't think anybody could compliment him more than what he received from his staff today. Thank you so much Tim for all your years and the time you put in. I hope you have the absolute best time in retirement, and best of luck. I appreciate it. A couple of topics today, the chamber we are coming up on our annual raffle here soon as well as our annual golf outing coming up in May. Be on the lookout for that, please participate. Two of the major funding sources for the Buchanan chamber for the entire year. Tree Friends, you guys get all the compliments in the world, another huge success. Keep up the great work, I'm looking forward to hearing what the fall planting number comes up as. The Trail, I drug my kids for 8miles across that entire trail on Sunday. Stopped at many local merchants along the way. We have the absolute best trail, it's looking fantastic. It's such a huge asset to this community and the amount of time and effort that goes into it. We saw ton of people out there. Our finance team, we had a finance meeting last week. Really impressed with our progress that we continue to make. Tim and the team are on top of the books. I think we will be really excited when we finally see our year end budget amendments. I don't want to let the cat out of the bag but that spending control topic that we've been talking about for a while, Tim is on it. He's working hard on it and the numbers are getting cleaner and easier to understand everyday. While I'm on the topic of Tim, he's just been busting his tail between the water treatment plant and everything else he's juggling out here. Just wanted to continue express my appreciation.

Vigansky: I really don't have to explain why I laughed because the argument in my house, my wife loves Taco Bell. I was raised and spent a lot of time in Wyoming there was a mamas on every corner so Tex-Mex is not Taco Bell, I'm sorry. 420 I want to congratulate but I want to reiterate the

city should do more. Tim obviously I talked to you, I'll leave it at that. The election rules, Kalla ran off, but can you, the deadline is the 23rd of July is there anything prospective people need to know or do you know or do I need to call Kalla? I wanted to say thank you to the petition people that went and collected petition signatures. I am not going to touch on it too hard but I am ashamed of some of the people in this community that call themselves leaders. I mean when the recall was out there against me, you never see me. You never see me on Facebook, you didn't see nothing. You did hear any complaints from nobody. The charges were not anything close to being sane. So, it really bothers me that a little old lady can't be not harassed by the police, can't be harassed by school board members, cannot be harassed by school leaders, by commission leaders. I think it's very sad and I'm going to leave it at that. Thank you.

Money: I'll start by saying congratulations and all the other kudos to Tim. You've done a great job since you've been here. Everyone appreciates you, I cant say any more than what your staff has said for you and the people of Buchanan. Thank you very much for all your hard work and everything. Its always been a pleasure working with you. I am fortunate enough you weren't here when I was younger and didn't have to arrest me for something. Thanks to Brian and Rich and the Tree Friends for what you do. You guys are busy, I know when I drove into town a couple weeks ago and you guys were out there along with the city crews punching holes in the ground along Front St. Its really great to see. Its kind of exciting, this Arbor Day program, that you've put together at the school. It sounds pretty cool and thanks for including us in that. Tim and to all the staff here at city hall once again, we all know that you guys do a great job and stay busy. We just cant say enough for coming on board and helping us when we needed help. Once again, this commission for all the work that they do. I truly appreciate it and it's a pleasure working with every one of them. Thank you.

C. Mayor Comments

I want to thank Tim too, you're doing a hell of a job and we are lucky to have you. The Tree Friends, thank you. You guys are a hoot and if you ever get the chance to volunteer on a tree planting day just do it because it's fun. Jerry, thank you, you saved me from doing a bunch of comments on trail clean up this weekend, but I did want to say there is a sign-up sheet on the city website and there's a sign-up sheet on Facebook. When you sign up you can list if you have any rakes or leaf blowers that you can bring. Please do it as soon as you can because we are going to meet Wednesday to try to figure out who's going to what park and what equipment. If you haven't been in the business incubator in the Hometown video store recently you should make your way there, it's really cool. There's a great plant shop in there now, and the leather work store is still there, and she creates amazing products but now there is a skate shop there with skateboards and skateboarding gear. Go down and check that out. Mr. Ganus, you're a good cop but you're a better human being and I appreciate you.

XV. Adjourn

Motion made by Weedon, supported by Money, to adjourn the meeting at 7:56pm. Voice vote carries unanimously.

Isabelle Adnson, Deputy Clerk

Mayor Sean Denison



Buchanan Home Repair Program - Round 1

Program Purpose

The purpose of this program is to offer residents of the Northside Neighborhood in the City of Buchanan, MI, financial assistance to address immediate health and safety concerns with their homes.

We plan to grow and expand this program over time to offer it to more residents in the future as resources become available.

This program is funded through a grant by the Michigan Gateway Community Foundation to the City of Buchanan.

- A. Buchanan Home Repair Program is a forgivable loan program that offers assistance to owners of single-family occupied homes within the City of Buchanan’s Northside Neighborhood. (Please see attached Map)
- B. Assistance is provided on a need basis and is designed to provide one-time assistance to qualified homeowners with emergency housing problems that pose a serious or immediate threat to the health, safety, or welfare of the household.
- C. Up to \$5,000 of assistance may be granted to correct emergency conditions or accessibility needs as stated in the Eligible Improvements section of this guideline.
- D. Assistance through this program is provided to correct immediate safety or accessibility concern(s) only.
- E. This program will assist homeowners in making conventional emergency or accessibility repairs to their home. Funds may be used to correct code violations, replace or upgrade major housing systems and make a limited amount of general property improvements.

Funding for qualified applicants will be considered on a case-by-case basis and only as funding is available. Eligible projects will be recommended by the Review Committee and approved by the City Commission.

Eligible Properties

To be eligible for a Buchanan Home Repair loan, an applicant and dwelling shall meet all of the following criteria:



- A. **Location of Property** - The home must be located within the Northside Neighborhood of the City of Buchanan, Michigan
- B. **Home Owner Occupancy** - The home must be the homeowner’s primary residence and the homeowner must have lived in their home for a minimum of twelve months prior to assistance.
- C. **Property Taxes** – The applicant shall have all property taxes and special assessments paid to date before any rehabilitation work can begin.
- D. **Agreement** - The owners of the dwelling must agree, in writing, prior to the initiation of the rehabilitation, to repay the loan when the dwelling ceases to be the principal place of occupancy of the current occupant.
- E. **Code Violations** - Properties and buildings with existing code violations or deficiencies must include their remedy as part of the proposed improvements.
- F. **Commencement of Work** - Eligible properties can submit applications for improvement costs incurred as of _____, 2024 (or such other date as may be approved by the City Commission).

What Grants Are Available

The maximum amount of the grant for a property will be set at \$5,000 for the purposes of this program. If costs exceed the grant amount, the property owner shall be solely responsible for the payment of the full amount of the excess. The Commission cannot reimburse more than the total amount specified in the Agreement.

Grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. You are required to provide your taxpayer ID number or social security number as part of the Buchanan Home Repair Program Agreement. Property owners should consult their tax advisor for tax liability information.

Property owners who install at least \$1,000 of improvements are eligible to receive a grant of up to \$5,000 per building for construction, labor, supplies, and improvements.

Eligible Improvements

- Exterior Improvements and Repairs such as siding repair, roofing, windows, doors, and accessibility with health and safety and emergency conditions prioritized.
- Interior Utility Improvements and Repairs such as electrical, plumbing, HVAC, and other such concerns as related to health and safety and energy efficiency.
- Other Projects will be considered on a case-by-case basis with priority on health



and safety, emergency conditions, accessibility, and energy efficiency.

Improvements not specifically listed as eligible are subject to review as to eligibility and approval or disapproval by the Review Committee.

The Review Committee will consider the appropriateness of proposed improvements.

Approval of Buchanan Home Repair Program Agreement

Homes that have not received a grant through the Home Repair Program in the past will have first consideration. After all first-time users are processed, the remaining applications will be considered in the order in which they were received. In the event that the total amount of the potential grants exceeds the amount budgeted for the program for that fiscal year, the applications which cannot be approved due to budget limitations will be carried over for consideration during the following fiscal year and/or as funding becomes available. Not more than one Home Repair Agreement shall be approved for a building in any fiscal year, and a Home Repair Agreement shall not be approved if a Home Repair grant was made for the same portion of the home within the previous five years. Maximum grant funding per home is \$5,000.

Commencement of Work

After the Home Repair Program Agreement is approved by the City Commission, applicants may obtain a building permit and begin the work. DO NOT START BEFORE – APPLICANTS WILL NOT BE GUARANTEED TO BE REIMBURSED FOR WORK DONE PRIOR TO CITY COMMISSION APPROVAL OF THE HOME REPAIR PROGRAM AGREEMENT.

Completion of Work & Payment

Payment requests will be submitted to the Community Development Director with executed contracts between Owner and Contractor and/or relevant Professional(s).

Change orders must be approved by the Community Development/Executive Director.



BUCHANAN HOME REPAIR PROGRAM – STEP-BY-STEP PROCESS

1. Review the Program Description and contact the Community Development Department to see if the improvements you are considering are eligible.
2. Define the scope of your proposed improvements. This may involve consulting with a contractor or other relevant professional
3. Complete this application including appropriate plans and description of work to be done.
4. Submit a home repair program application to the Buchanan City Hall, Community Development Director, 302 N. Redbud Trail, Buchanan, MI 49107
5. If necessary, revise plans and return to the Community Development Department for second review.
6. Submit final revised plans, estimates, proof of Zoning Approval and signed Home Repair Program Agreement to the Community Development Department Office.
7. Community Development Director will approve or disapprove content of Home Repair Program Agreement.
8. Application and grant agreements are reviewed and recommended by the Review Committee and forwarded to the City Commission for their review and approval.
9. Recipients will be notified of their approval and asked to submit executed contracts between Owner and Contractor/Professional(s) along with request for payment.
10. Apply for a building permit or improvement location permit through the Building Department Office as needed.
11. Pick up permit at Building Department Office when notified.
12. Construct per approved plans and call Building Department Office to schedule inspections as required.
13. Finish Construction.
14. Call the Building Department Office for final inspection as needed.



BUCHANAN HOME DEMOLITION PROGRAM AGREEMENT
Application Form

1. Applicant Information

NAME:

TAX ID#/SOCIAL SECURITY #:

HOME ADDRESS:

BUSINESS PHONE: _____ HOME PHONE:

EMAIL: _____

2. Project Information

BUILDING AGE: _____ BUILDING ZONED AS: _____

PARCEL NUMBER: _____

OWNER OF RECORD:

3. Project Description

Describe in detail the proposed scope of work including contractor(s) and/or relevant professional(s) selected. Use a separate sheet(s) if necessary.

Anticipated Construction

Start Date: _____ Completion Date: _____ Total Project Cost: _____

Mortgage Information



Is there a current Mortgage on the property: YES _____ NO _____

If YES, Holder of Mortgage: _____

Date of Mortgage: _____

Original Amount: _____ Current Balance: _____

Are there any other loans, liens, deed restrictions on the property:

YES _____ NO _____

If YES, please list:

Provide evidence that loans secured by the building are current.

Other Required Documentation

- 1. Proof that all property taxes are paid and current
- 2. Project budget
- 3. Photographs of the proposed project site

I/We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the Buchanan Home Repair Program. I understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the Buchanan Community Development Department.

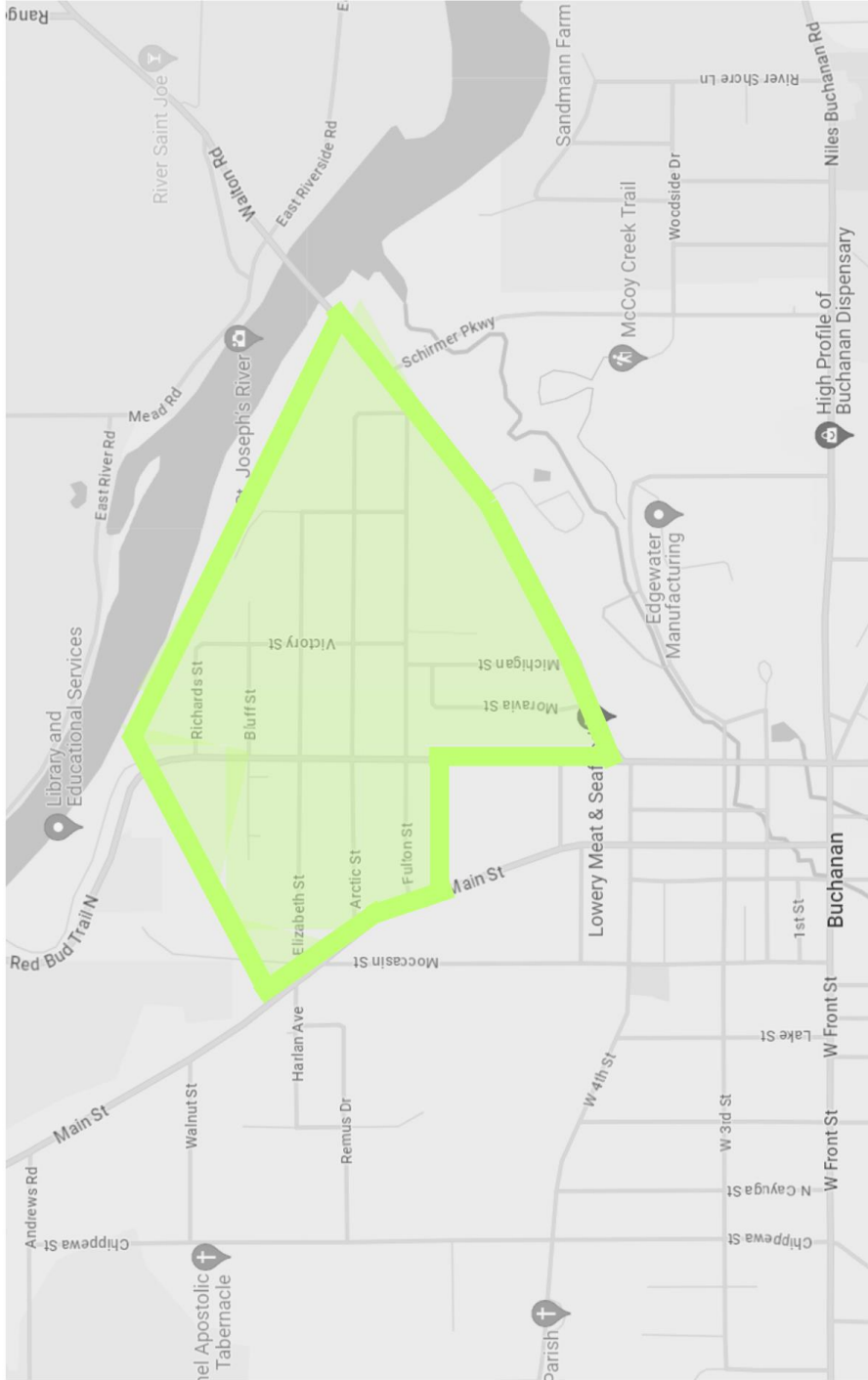
The applicant further certifies that he/she has read and understands the Buchanan Home Repair Program Guidelines. If a determination is made by the Commission that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the Buchanan Community Development Department and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all Buchanan Home Repair Program funding commitments are contingent upon the availability of program funds.

Signed this _____ day of _____, 20 _____

By: _____



Attachment 1: Eligible Location - Northside Neighborhood





CITY OF BUCHANAN
REQUEST FOR PROPOSALS

Third Party Administrator for CDBG CHILL Round 2



I. Introduction

The City of Buchanan has been awarded \$300,000 through the Michigan State Housing Development Authority (MSHDA) Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) program funds. These funds will be utilized for Homeowner Improvement Projects (HIP). A Third-Party Administrator (TPA) will assist the City of Buchanan, the Unit of Local Government (UGLG), in facilitating this opportunity for qualified residents.

Please review the MSHDA-CHILL website for an overview of the program: <https://www.michigan.gov/mshda/neighborhoods/cdbg-chill-round-2>

II. Scope of Work

This Request for Proposal (RFP) seeks a TPA for oversight, management, and coordination of MSHDA CHILL Round 2 program funds. The TPA will assist the City with administrative tasks and CDBG compliance with federal and state statutes, regulations, and policies. MSHDA provides grant administration funding associated with this grant award to assist the local unit in facilitating and managing this opportunity for qualified residents.

TPA's responsibilities include but are not limited to:

Environmental Review

- a. Assist UGLG in assessing sites, complying with federal and state statutes, regulations, and policies, providing documentation to CDBG Program Specialist, and all other related administrative activities.

Procurement/Contracts - General Contractors, Sub-Contractors (Labor Standard Insert, Wage Determinations, If Applicable)

- a. Provide administrative support and assist the UGLG in complying with federal and state statutes, regulations, and policies, providing documentation to CDBG Program Specialist, and all other related activities.

Program Implementation and Procedure

- a. Assist UGLG in community engagement efforts, meeting with prospective homeowners and reviewing applications, verification of applicant and property eligibility, administering home inspections, creating and implementing program procedures, coordination of contractors, submission of reports and project updates to MSHDA and UGLG as needed, ensuring compliance with federal and state statutes, regulations, and policies, and other administrative work as needed.

Monitoring and Grant Closeout

- a. Attend and Assist UGLG during the MSHDA's monitoring visit(s).

- b. Assist with close-out documentation

Bid responses must include the following (at a minimum)

1. List the names and titles of the Third-Party Administrator staff responsible for various grant implementation duties.
2. List any technical assistance received or trainings attended by your staff in the last year. Provide the names of relevant staff members.
3. Provide a written description of previous TPA experience with federal and/or MSHDA grants. Identify any significant audit findings or delays.
4. Provide cost to provide Third-Party Administrator duties.

III. Evaluation Criteria

Submittals will be evaluated and ranked to determine the best value to the City based on the following criteria:

- A. Administrative Costs (including Environmental Review)
- B. Previous experience with federal and/or MSHDA grants
- C. Previous home rehab project management experience
- D. Familiarity with the City of Buchanan
- E. Staff capacity (include number if staff assigned to perform TPA duties and a description of workload)

The City of Buchanan reserves the right in its sole discretion to accept or reject any or all proposals, in whole or in part, without incurring any cost of liability whatsoever, and to waive informalities and minor irregularities in bids received.

IV. Compensations/Fees

Provide all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. A fully detailed budget including staff costs and any and all expenses necessary to accomplish the tasks and to provide deliverables under the contract. Costs for any subcontractors should be broken out separately.

V. Insurance

- A. Comprehensive General Liability and Property Damage coverage
- B. Professional Liability coverage
- C. Worker's Compensation coverage
- D. Automobile Liability

The successful bidder must meet the following minimum insurance requirements and provide proof of coverage on a Certificate of Liability Insurance form submitted with proposal:

1. If selected, a Certificate of Insurance naming, City of Buchanan as a certificate holder must be provided prior to the City’s execution of contract.
2. General Liability Coverage:
 - a. \$500,000 Each Occurrence
 - b. \$500,000 Property Damage
 - c. \$5,000 Medical Expense
 - d. \$500,000 Personal & Advertising Injury
 - e. \$1,000,000 General Aggregate f. \$1,000,000 Products & Completed Operations
3. Automotive Liability
 - a. \$1,000,000 Combined Single Limit; or
 - b. \$1,000,000 Bodily Injury
 - c. \$500,000 Property Damage
4. Professional Liability (Errors and Omissions)
 - a. \$1,000,000 Each Occurrence
5. Workman’s Compensation insurance as required by state statutory limits.

VI. Instructions

1. Submit one (1) hard copy in a **sealed package** no later than 1:00pm on XX, XX, 2024 marked – “Sealed Bid- Third Party Administrator for CHILL Grant”

City of Buchanan
Attn: Kalla Langston, City Clerk
302 N Redbud Trail
Buchanan, MI 49107

2. Questions can be submitted to Richard Murphy at rmurphy@cityofbuchanan.com
3. This RFP will be posted on the City of Buchanan website at: Cityofbuchanan.com.
4. The City reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.

5. The City will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.
6. The respondent must attest to having no outstanding or overdue tax, lien or fine obligations to the City of Buchanan.

VII. GENERAL CONDITIONS OF RFP

- A. Costs of Preparation and Submission of Proposals. Each respondent shall be solely responsible for all costs and fees incurred in preparing and submitting a proposal in response to this RFP. All material and documents submitted by any respondent shall become property of the City and will not be returned. Each respondent that participates in any inspection of the premises, engages the services of any consultants or professionals, or incurs any other costs or expenses in any further interviews and negotiations shall be solely responsible for all of the respondent's costs and fees incurred during those processes.
- B. Non-Discrimination. The City is committed to achieving diversity in the award of contracts and in the purchase of goods and services throughout all aspects of its development initiatives. The City provides minorities and women equal opportunity to participate in all aspects of City contracting and purchasing programs, including but not limited to participation in procurement contracts for commodities and services as well as for contracts relating to construction, repair work, and/or leasing activities. The City also prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination.
- C. Information Contacts. Contact the City of Buchanan Development Department using the contact information listed below with any questions you may have. All questions regarding this RFP must be submitted in writing by email to the Community Development Director on or before XX, XX, 2024. Questions submitted after that date or by phone contact will not be accepted. Richard Murphy, Community Development Director City of Buchanan 302 N. Redbud Trail Buchanan, MI 49107 E-Mail: rmurphy@cityofbuchanan.com
- D. Delivery Requirement. Each Respondent shall assume the risk of the method of dispatching any communication or proposal to the City. The City assumes no responsibility for delays, delivery or system failures resulting from the dispatch.
- E. Reservation of Rights. The City reserves the right to determine, in its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.

F. Modification of Solicitation. The City reserves the right to increase, reduce, add, or delete any item, service or activity to this solicitation as deemed necessary where it is consistent with City's goals, policies or strategies to do so. Only the City's official, written responses and communications shall be considered as authoritative with regard to the requirements of this RFP. The City reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP.

VIII. Certification

I hereby state that I have read and accept the terms and scope of work contained in this RFP. I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this RFP, which will become the basis for a contract if accepted by the City.

Signature:

___ Print Name:

_ Title: _____ Date:

_____ Company Name:

Address:

_____ Contact Name:



Phone: _____ Email: _____



Buchanan Home Demolition Program - Round 1

Program Purpose

The purpose of this program is to offer residents of the Northside Neighborhood in the City of Buchanan, MI, financial assistance to address immediate health and safety concerns with their homes. We plan to grow and expand this program over time to offer it to more residents in the future as resources become available.

This program is funded through a grant by the Hunter Foundation to the City of Buchanan.

- A. Buchanan Home Repair Program is a forgivable loan program that offers assistance to owners of single-family occupied homes within the City of Buchanan’s Northside Neighborhood. (Please see attached Map)
- B. Assistance is provided on a need basis and is designed to provide one-time assistance to qualified homeowners where demolition has been deemed necessary. At property locations that pose a serious or immediate threat to the health, safety, or welfare of the Northside Neighborhood.
- C. Financial assistance for demolition may be granted to remedy public safety/emergency conditions as stated in the Eligible Activities section of this guideline.

Funding for qualified applicants will be considered on a case-by-case basis and only as funding is available. Eligible projects will be recommended by the Review Committee and approved by the City Commission.

Eligible Properties

To be eligible for a Buchanan Home Repair loan, an applicant and dwelling shall meet all of the following criteria:

- A. **Location of Property** - The home must be located within the Northside Neighborhood of the City of Buchanan, Michigan
- B. **State of Property** - The home must be determined to be uninhabitable, beyond reasonable repair, and presents public safety concerns and emergency conditions.
- C. **Commencement of Work** - Eligible properties can submit applications for demolition costs incurred as of _____, 2024 (or such other date as may be approved by the City Commission).



What Grants Are Available?

The approved grant amount will be determined on a case-by-case basis. Proposed demolitions will undergo 3 demolition bids and the Review Committee will work with the property owners to determine the most responsible and responsive bid.

Grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. You are required to provide your taxpayer ID number or social security number as part of the Buchanan Home Repair Program Agreement. Property owners should consult their tax advisor for tax liability information.

Eligible Activities

- Demolition of structure and grading of site and environmental remediation, as needed.

Improvements not specifically listed as eligible are subject to review as to eligibility and approval or disapproval by the Review Committee.

The Review Committee will consider the appropriateness of proposed improvements.

Approval of Buchanan Home Demolition Program Agreement

In the event that the total amount of the proposed demolition costs exceed the amount budgeted for the program for that fiscal year, the applications which cannot be approved due to budget limitations will be carried over for consideration during the following fiscal year and/or as funding becomes available.

Commencement of Work

After the Home Demolition Program Agreement is approved by the City Commission, applicants may obtain a demolition permit and begin the work. **DO NOT START BEFORE – APPLICANTS WILL NOT BE GUARANTEED TO BE REIMBURSED FOR WORK DONE PRIOR TO CITY COMMISSION APPROVAL OF THE HOME DEMOLITION PROGRAM AGREEMENT.**

BUCHANAN HOME DEMOLITION PROGRAM – STEP-BY-STEP PROCESS

1. Review the Program Description and contact the Community Development Department to see if the demolition you are considering is eligible.
2. Define the scope of your proposal. This may involve consulting with a contractor or other relevant professional
3. Complete this application including appropriate plans and description of work to be done.
4. Submit a home demolition program application to the Buchanan City Hall, Community Development Director, 302 N. Redbud Trail, Buchanan, MI 49107
5. If necessary, revise plans and return to the Community Development Department for second review.
6. Submit final revised plans, estimates, proof of Zoning Approval and signed Home Demolition Program Agreement to the Community Development Department Office.
7. Community Development Director will approve or disapprove content of Home Demolition Program Agreement.
8. Application and grant agreements are reviewed and recommended by the Review Committee and forwarded to the City Commission for their review and approval.
9. Apply for a permit through the Building Department Office as needed.
10. Pick up permit at Building Department Office when notified.
11. Request payment per approved plans and call Building Department Office to schedule inspections as required.
12. Finish Demolition.
13. Call the Building Department Office for final inspection as needed.

BUCHANAN HOME DEMOLITION PROGRAM AGREEMENT

Application Form

1. Applicant Information

NAME: _____

TAX ID#/SOCIAL SECURITY #: _____

HOME ADDRESS: _____

BUSINESS PHONE: _____ HOME PHONE: _____

EMAIL: _____

2. Project Information

BUILDING AGE: _____

BUILDING ZONED AS: _____ PARCEL NUMBER: _____

OWNER OF RECORD: _____

3. Project Description

Describe in detail the proposed scope of work including contractor(s) and/or relevant professional(s) selected. Use a separate sheet(s) if necessary.

Anticipated Construction

Start Date: _____ Completion Date: _____ Total Project Cost: _____

4. Mortgage Information

Is there a current Mortgage on the property: YES _____ NO _____

If YES, Holder of Mortgage: _____

Date of Mortgage: _____

Original Amount: _____ Current Balance: _____

Are there any other loans, liens, deed restrictions on the property: YES

_____ NO _____

If YES, please list:

Provide evidence that loans secured by the building are current.

Other Required Documentation

1. Proof that all property taxes are paid and current
2. Project budget
3. Photographs of the proposed project site

I/We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the Buchanan Home Repair Program. I understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the Buchanan Community Development Department.

The applicant further certifies that he/she has read and understands the Buchanan Home Repair Program Guidelines. If a determination is made by the Commission that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the Buchanan Community Development Department and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all Buchanan Home Repair Program funding commitments are contingent upon the availability of program funds.

Signed this _____ day of _____, 20 _____

By: _____

CITY OF BUCHANAN
BERRIEN COUNTY, MICHIGAN
ORDINANCE NO. 2024.05/438

**AN ORDINANCE AMENDING THE CITY OF BUCHANAN ZONING ORDINANCE;
ARTICLE VII - R-3 MULTI-FAMILY ZONING DISTRICT; ARTICLE XXI GROUP
HOMES AND ADULT FOSTER CARE FACILITIES.**

At a regular meeting of the City Commission for the City of Buchanan, Berrien County, Michigan, held at the Buchanan City Hall on _____, 2024, at 7 p.m., Commissioner _____ moved to adopt the following Ordinance Amendments, which motion was seconded by Commissioner _____.

THEREFORE, THE CITY OF BUCHANAN ORDAINS:

AMENDMENTS TO ZONING ORDINANCE

**ARTICLE VII
R-3 MULTI-FAMILY RESIDENTIAL DISTRICT**

Section 7.03 - Uses Permitted by Special Use Permit

- F. Convalescent and Nursing Care.

**ARTICLE XXI
GROUP HOMES AND ADULT FOSTER CARE FACILITIES**

Section 21.01—Applicability.

- 3. The Plan Commission may grant special approval for a group home or adult foster care facility only if the lot area of real estate upon which the facility is to be located meets the requirements for the minimum lot frontage and area for the zoning district in which the facility is located and, in addition thereto, has a minimum of two thousand (2,000) square feet for each resident over the number of six (6) residents.

Section 21.03 - R-3 and R-4, Residential Districts, Uses Special Uses.

- 3. For an Adult Foster Care Facility operating as a single integrated development within one or more physically connected buildings, no more than five (5) licensed facilities, each authorized to provide care to up to 20 residents, shall be permitted within the single development.

Effective Date

This ordinance shall become effective fifteen (15) days after enactment and publication pursuant to Chapter 7, Section 7.4 and Section 7.5 of the Charter of the City of Buchanan, Michigan.

Proposed by Commission Member: _____

Seconded by Commission Member: _____

Roll Call Vote:

Ayes:

Nays:

Abstain:

Absent:

MADE, PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN, ON THE ____ DAY OF _____, 2024, AND IT WAS PUBLISHED IN THE BERRIEN COUNTY RECORD NEWSPAPER ON _____, 2024 BY:

Sean Denison, Mayor _____

Kalla Langston, City Clerk _____

CERTIFICATION I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on the _____ day of _____, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 as required by said act.

Kalla Langston, City Clerk

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	AALFS PETROLEUM INC. GAS AND OIL Vnd: 0336 Invoice: 58249	Invoice: 58249 Ref#: 28264 (GEAR OIL) 592-590.000-751.000 592-000.000-202.000	1,192.21	1,192.21
		Expected Check Run: 05/13/2024		1,192.21	1,192.21
04/30/2024	AP	AALFS PETROLEUM INC. GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL Vnd: 0336 Invoice: 04.30.24 Vnd: 0336 Invoice: 04.30.24	Invoice: 04.30.24 Ref#: 28303 (APRIL FUEL CHARGES) 101-301.000-751.000 101-441.000-751.000 592-591.000-751.000 592-590.000-751.000 101-567.000-751.000 101-336.000-751.000 101-000.000-202.000 592-000.000-202.000	894.23 813.45 218.00 124.81 715.43 92.68	2,515.79 342.81
		Expected Check Run: 05/13/2024		2,858.60	2,858.60
05/08/2024	AP	ABONMARCHÉ CONSULTANTS, INC. CONTRACTUAL Vnd: 0202 Invoice: 151513	Invoice: 151513 Ref#: 28259 (ENGINEERING SERVICES THROUGH 3/31/24) 214-000.000-818.000 214-000.000-202.000	10,072.50	10,072.50
		Expected Check Run: 05/13/2024		10,072.50	10,072.50
05/08/2024	AP	ALEXANDER CHEMICAL CORP CHEMICALS Vnd: 2293 Invoice: 80551	Invoice: 80551 Ref#: 28260 (DRUM CONTAINER RENTAL FEE) 592-591.000-743.000 592-000.000-202.000	134.75	134.75
		Expected Check Run: 05/13/2024		134.75	134.75
05/08/2024	AP	ALS GROUP USA, CORP. CONTRACTUAL Vnd: 1693 Invoice: 4120-99399003	Invoice: 4120-99399003 Ref#: 28261 (PFAS APRIL 2024) 592-590.000-818.000 592-000.000-202.000	825.00	825.00
		Expected Check Run: 05/13/2024		825.00	825.00
04/30/2024	AP	AT&T 2696955525 - PEARS MILL 2696954028 - WWTP LANDLINE 2694098372 - WATER Vnd: 0153 Invoice: 04.16.24 Vnd: 0153 Invoice: 04.16.24	Invoice: 04.16.24 Ref#: 28263 (MONTHLY BILLING) 101-753.000-853.000 592-590.000-853.000 592-591.000-853.000 101-000.000-202.000 592-000.000-202.000	229.11 0.38 41.31	229.11 41.69
		Expected Check Run: 05/13/2024		270.80	270.80

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	AT&T TELEPHONE, INTERNET, CABLE Vnd: 0153 Invoice: 04.13.24	Invoice: 04.13.24 Ref#: 28268 (WATER DEPT. INTERNET) 592-591.000-853.000 592-000.000-202.000	143.58	143.58
		Expected Check Run: 05/13/2024		143.58	143.58
04/30/2024	AP	AT&T RICH - PHONE KALLA - PHONE TIM L. - PHONE GUY - PHONE CEMETERY OFFICE PHONE DPW OFFICE PHONE WATER DEPT PHONE DEB - PHONE Vnd: 0153 Invoice: 04.13.24-1 Vnd: 0153 Invoice: 04.13.24-1	Invoice: 04.13.24-1 Ref#: 28269 (CITY ISSUED PHONE USAGE) 101-172.000-818.000 101-215.000-818.000 101-172.000-818.000 101-371.001-853.000 101-567.000-853.000 101-441.000-853.000 592-591.000-853.000 101-253.000-818.000 101-000.000-202.000 592-000.000-202.000	68.79 107.13 71.62 78.63 66.54 66.54 66.54 60.61	519.86 66.54
		Expected Check Run: 05/13/2024		586.40	586.40
05/08/2024	AP	AUSRA KUBOTA, INC. MISCELLANEOUS SUPPLIES Vnd: 0820 Invoice: IN09400	Invoice: IN09400 Ref#: 28265 (BELT FOR MOWER) 202-468.000-756.000 202-000.000-202.000	81.38	81.38
		Expected Check Run: 05/13/2024		81.38	81.38
05/08/2024	AP	AUSRA KUBOTA, INC. MISCELLANEOUS SUPPLIES Vnd: 0820 Invoice: IN09311	Invoice: IN09311 Ref#: 28266 (BLADES AND SWITCH FOR MOWERS) 202-463.000-756.000 202-000.000-202.000	378.91	378.91
		Expected Check Run: 05/13/2024		378.91	378.91
05/08/2024	AP	AUSRA KUBOTA, INC. MISCELLANEOUS SUPPLIES Vnd: 0820 Invoice: IN09431	Invoice: IN09431 Ref#: 28267 (SPRING AND DUST COVER FOR MOWERS) 202-463.000-756.000 202-000.000-202.000	54.78	54.78
		Expected Check Run: 05/13/2024		54.78	54.78
05/08/2024	AP	AXON ENTERPRISE, INC. POLICE DEPARTMENT EXPENDITURES Vnd: 0746 Invoice: INUS240803	Invoice: INUS240803 Ref#: 28258 (6 BODY WORN CAMERAS - GATEWAY GRANT) 401-000.000-970.015 401-000.000-202.000	3,480.50	3,480.50
		Expected Check Run: 05/13/2024		3,480.50	3,480.50

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	BENJAMIN SASS STUDIO ECONOMIC DEVELOPMENT Vnd: MISC Invoice: 05A	Invoice: 05A Ref#: 28274 (RIVER SAINT JOE - 30-60 SECOND VIDEO) 101-700.000-735.000 101-000.000-202.000	445.00	445.00
		Expected Check Run: 05/13/2024		445.00	445.00
05/08/2024	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 05.02.24	Invoice: 05.02.24 Ref#: 28270 (PUBLIC NOTICE - ORDINANCE 2024.05/438) 101-215.000-903.000 101-000.000-202.000	73.95	73.95
		Expected Check Run: 05/13/2024		73.95	73.95
05/08/2024	AP	BEST ONE TIRE & SERVICE MISCELLANEOUS SUPPLIES Vnd: 2080 Invoice: 4430030253	Invoice: 4430030253 Ref#: 28275 (LAWN MOWER TIRES F3990) 101-441.000-756.000 101-000.000-202.000	194.50	194.50
		Expected Check Run: 05/13/2024		194.50	194.50
05/08/2024	AP	BIG C LUMBER PARK & RECREATION EXPENSES Vnd: 0196 Invoice: 2033434	Invoice: 2033434 Ref#: 28276 (VICTORY PARK - BAGS FOR BENCHES & TRASH) 401-000.000-970.007 401-000.000-202.000	422.61	422.61
		Expected Check Run: 05/13/2024		422.61	422.61
05/08/2024	AP	BIG C LUMBER MISCELLANEOUS SUPPLIES Vnd: 0196 Invoice: 2036566	Invoice: 2036566 Ref#: 28277 (CATCH BASIN REPAIRS) 202-463.000-756.000 202-000.000-202.000	791.37	791.37
		Expected Check Run: 05/13/2024		791.37	791.37
05/08/2024	AP	BRITNEY MARTIN Vnd: MISC Invoice: 04.13.24	Invoice: 04.13.24 Ref#: 28317 (DIGGING BAR) 701-000.000-582.091 701-000.000-202.000	50.00	50.00
		Expected Check Run: 05/13/2024		50.00	50.00
05/08/2024	AP	BRONNERS COMMERCIAL DISPLAY ECONOMIC DEVELOPMENT Vnd: 2344 Invoice: INV45786	Invoice: INV45786 Ref#: 28271 (CHRISTMAS GARLAND AND BOWS) 101-700.000-735.000 101-000.000-202.000	3,471.96	3,471.96
		Expected Check Run: 05/13/2024		3,471.96	3,471.96

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	BRONNERS COMMERCIAL DISPLAY ECONOMIC DEVELOPMENT Vnd: 2344 Invoice: INV45759	Invoice: INV45759 Ref#: 28273 (CHRISTMAS GARLAND AND BOWS - SAMPLE) 101-700.000-735.000 101-000.000-202.000	162.43	162.43
		Expected Check Run: 05/13/2024		162.43	162.43
05/08/2024	AP	BS&A SOFTWARE CONTRACTUAL Vnd: 0068 Invoice: 152824	Invoice: 152824 Ref#: 28272 (ASSESSING SYSTEM - ANNUAL SERVICE/SUPPOR) 101-257.000-818.000 101-000.000-202.000	1,317.00	1,317.00
		Expected Check Run: 05/13/2024		1,317.00	1,317.00
05/08/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 4190367277	Invoice: 4190367277 Ref#: 28282 (MATS FOR CITY HALL) 101-265.000-818.000 101-000.000-202.000	83.94	83.94
		Expected Check Run: 05/13/2024		83.94	83.94
05/08/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 4191080339	Invoice: 4191080339 Ref#: 28283 (MATS & SHOP TOWELS FOR DPW) 101-441.000-818.000 101-000.000-202.000	155.83	155.83
		Expected Check Run: 05/13/2024		155.83	155.83
05/08/2024	AP	COMCAST BUSINESS CITY CENTER/UTIL./REFUNDS TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1722 Invoice: 05.01.24-05.31.24 Vnd: 1722 Invoice: 05.01.24-05.31.24	Invoice: 05.01.24-05.31.24 Ref#: 28281 (MOTHLY CYCLE) 101-265.000-922.000 101-336.000-853.000 592-591.000-853.000 101-301.000-853.000 101-265.000-853.000 101-000.000-202.000 592-000.000-202.000	249.63 367.52 124.85 586.84 670.06	1,874.05 124.85
		Expected Check Run: 05/13/2024		1,998.90	1,998.90
05/08/2024	AP	CONSUMERS CONCRETE CORP PARK & RECREATION EXPENSES Vnd: 0215 Invoice: 344026	Invoice: 344026 Ref#: 28280 (CONCRETE FOR VICTORY PARK) 401-000.000-970.007 401-000.000-202.000	1,235.00	1,235.00
		Expected Check Run: 05/13/2024		1,235.00	1,235.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	COREWELL HEALTH MEDICAL EXAMS MEDICAL EXAMS Vnd: 2307 Invoice: 00069400	Invoice: 00069400 Ref#: 28278 (PHYSICALS FOR 2 PD STUDENTS & NEW EMPLOY) 101-301.000-961.000 101-567.000-961.000 101-000.000-202.000	546.00 148.00	694.00
		Expected Check Run: 05/13/2024		694.00	694.00
05/08/2024	AP	CROWN TROPHY #93 TREE FRIENDS Vnd: 0858 Invoice: 49886	Invoice: 49886 Ref#: 28279 (25 ENGRAVED TREE PLATES) 701-000.000-582.091 701-000.000-202.000	206.50	206.50
		Expected Check Run: 05/13/2024		206.50	206.50
05/08/2024	AP	DAVE SPURLOCK POLICE RESERVES Vnd: 0630 Invoice: 04.27.24	Invoice: 04.27.24 Ref#: 28332 (BUCHANAN PROM) 701-000.000-150.000 701-000.000-202.000	48.00	48.00
		Expected Check Run: 05/13/2024		48.00	48.00
05/08/2024	AP	ELEMENT MATERIALS TECHNOLOGY CONTRACTUAL Vnd: 1186 Invoice: 24-15072	Invoice: 24-15072 Ref#: 28284 (EFFLUENT COPPER TESTING APRIL 2024) 592-590.000-818.000 592-000.000-202.000	38.10	38.10
		Expected Check Run: 05/13/2024		38.10	38.10
05/08/2024	AP	ETNA SUPPLY CO. Vnd: 0919 Invoice: S105345899.001	Invoice: S105345899.001 Ref#: 28285 (2 - 2" METERS) 592-591.000-729.002 592-000.000-202.000	1,550.00	1,550.00
		Expected Check Run: 05/13/2024		1,550.00	1,550.00
05/08/2024	AP	ETNA SUPPLY CO. Vnd: 0919 Invoice: S105358783.001	Invoice: S105358783.001 Ref#: 28286 (10 SMARTPOINT TRANSCEIVER UNITS) 592-591.000-729.002 592-000.000-202.000	1,950.00	1,950.00
		Expected Check Run: 05/13/2024		1,950.00	1,950.00
05/08/2024	AP	ETNA SUPPLY CO. Vnd: 0919 Invoice: S105630828.001	Invoice: S105630828.001 Ref#: 28287 (100 RUBBER METER GASKETS) 592-591.000-729.002 592-000.000-202.000	51.81	51.81
		Expected Check Run: 05/13/2024		51.81	51.81

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1312	Invoice: 1312 Ref#: 28288 (VOIP TROUBLESHOOT, SERVER WORK, NEW SQUA) 101-301.000-818.000 101-000.000-202.000	1,141.95	1,141.95
		Expected Check Run: 05/13/2024		1,141.95	1,141.95
04/30/2024	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1313	Invoice: 1313 Ref#: 28289 (IT SUPPORT & ADMIN, TECH SERVICES FOR AP) 592-591.000-818.000 592-000.000-202.000	163.88	163.88
		Expected Check Run: 05/13/2024		163.88	163.88
04/30/2024	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1310	Invoice: 1310 Ref#: 28290 (TECH SERVICES APRIL 2024) 101-567.000-818.000 101-000.000-202.000	252.52	252.52
		Expected Check Run: 05/13/2024		252.52	252.52
04/30/2024	AP	EXEMPLAR IT SOLUTIONS EXEMPLAR CONTRACT Vnd: 2228 Invoice: 1318	Invoice: 1318 Ref#: 28291 (CONTRACT - APRIL 2024, WASABI CLOUD, VEE) 101-265.000-818.000 101-000.000-202.000	2,190.92	2,190.92
		Expected Check Run: 05/13/2024		2,190.92	2,190.92
04/30/2024	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1311	Invoice: 1311 Ref#: 28292 (IT SUPPORT & ADMIN, TECH SERVICES, NEW U) 101-265.000-818.000 101-000.000-202.000	415.35	415.35
		Expected Check Run: 05/13/2024		415.35	415.35
05/08/2024	AP	FERGUSON WATERWORKS #1934 MISCELLANEOUS SUPPLIES Vnd: 1536 Invoice: 0367456	Invoice: 0367456 Ref#: 28295 (PIPE AND W/S MARKING FLAGS) 592-591.000-756.000 592-000.000-202.000	200.96	200.96
		Expected Check Run: 05/13/2024		200.96	200.96
05/08/2024	AP	FOX FIRE SAFETY SALES & SERVICE CONTRACTUAL Vnd: 2127 Invoice: 142067	Invoice: 142067 Ref#: 28293 (ANNUAL EXTINGUISHER INSPECTION - CITY HA) 101-265.000-818.000 101-000.000-202.000	60.00	60.00
		Expected Check Run: 05/13/2024		60.00	60.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	FOX FIRE SAFETY SALES & SERVICE CONTRACTUAL Vnd: 2127 Invoice: 141988	Invoice: 141988 Ref#: 28294 (ANNUAL FIRE EXTINGUISHER INSPECTION - CE) 101-567.000-818.000 101-000.000-202.000	60.00	60.00
		Expected Check Run: 05/13/2024		60.00	60.00
05/08/2024	AP	GALL'S INC. UNIFORMS Vnd: 1842 Invoice: 027642468	Invoice: 027642468 Ref#: 28298 (LEATHER GARRISON BELT) 101-301.000-768.000 101-000.000-202.000	29.26	29.26
		Expected Check Run: 05/13/2024		29.26	29.26
05/08/2024	AP	GALL'S INC. MISCELLANEOUS SUPPLIES Vnd: 1842 Invoice: 027635558	Invoice: 027635558 Ref#: 28299 (2 TRAINING GUNS) 101-301.000-756.000 101-000.000-202.000	125.45	125.45
		Expected Check Run: 05/13/2024		125.45	125.45
05/08/2024	AP	GALL'S INC. UNIFORMS MISCELLANEOUS Vnd: 1842 Invoice: 027617945	Invoice: 027617945 Ref#: 28300 (UNIFORM EQUIPMENT FOR 2 NEW RECRUITS) 101-301.000-768.000 101-301.000-962.000 101-000.000-202.000	337.90 263.98	601.88
		Expected Check Run: 05/13/2024		601.88	601.88
05/08/2024	AP	GASVODA & ASSOCIATES. INC. CONTRACTUAL Vnd: 1892 Invoice: INV24SVC0309	Invoice: INV24SVC0309 Ref#: 28301 (SERVICE ON LIFT STATION - POST ST) 592-590.000-818.000 592-000.000-202.000	977.10	977.10
		Expected Check Run: 05/13/2024		977.10	977.10
05/08/2024	AP	GLOBAL INDUSTRIAL PARK & RECREATION EXPENSES Vnd: 2345 Invoice: 121789295	Invoice: 121789295 Ref#: 28296 (5 BENCHES FOR VICTORY PARK - SCHALON GRA) 401-000.000-970.007 401-000.000-202.000	2,055.76	2,055.76
		Expected Check Run: 05/13/2024		2,055.76	2,055.76
05/08/2024	AP	GLOBAL INDUSTRIAL PARK & RECREATION EXPENSES Vnd: 2345 Invoice: 121825468	Invoice: 121825468 Ref#: 28297 (2 TRASH CANS & COVERS, LIDS AND BAGS) 401-000.000-970.007 401-000.000-202.000	1,092.39	1,092.39
		Expected Check Run: 05/13/2024		1,092.39	1,092.39

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	GUY EDWARD LEWIS CONFERENCES AND WORKSHOP Vnd: 0023 Invoice: 05.01.24	Invoice: 05.01.24 Ref#: 28302 (MILEAGE & HOTEL STAY REIMBURSEMENT) 101-371.001-864.000 101-000.000-202.000	850.75	850.75
		Expected Check Run: 05/13/2024		850.75	850.75
05/08/2024	AP	HICKOK PLUMBING & HEATING MAINTENANCE - BUILDINGS Vnd: 1739 Invoice: 2826	Invoice: 2826 Ref#: 28304 (CITY HALL TOILET FLUSH VALVE) 101-265.000-931.000 101-000.000-202.000	374.23	374.23
		Expected Check Run: 05/13/2024		374.23	374.23
04/30/2024	AP	INDIANA MICHIGAN POWER COMPANY UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES CITY CENTER/UTIL./REFUNDS UTILITIES STREET LIGHTING UTILITIES UTILITIES Vnd: 0131 Invoice: 04.16.24 Vnd: 0131 Invoice: 04.16.24	Invoice: 04.16.24 Ref#: 28305 (APRIL 2024 POWER USAGE) 101-268.000-921.000 101-301.000-921.000 101-441.000-921.000 101-336.000-921.000 101-753.000-921.000 101-265.000-922.000 592-591.000-921.000 101-441.000-926.000 592-590.000-921.000 101-755.000-921.000 101-000.000-202.000 592-000.000-202.000	91.18 685.41 177.12 25.59 96.43 95.84 2,131.39 2,806.23 6,985.44 49.84	4,027.64 9,116.83
		Expected Check Run: 05/13/2024		13,144.47	13,144.47
05/08/2024	AP	INDIANA MICHIGAN POWER COMPANY STREET LIGHTING UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES Vnd: 0131 Invoice: 05.03.24 Vnd: 0131 Invoice: 05.03.24 Vnd: 0131 Invoice: 05.03.24	Invoice: 05.03.24 Ref#: 28306 (MAY 2024 USAGE) 101-441.000-926.000 202-474.000-921.000 592-590.000-921.000 592-591.000-921.000 101-336.000-921.000 101-265.000-921.000 101-301.000-921.000 101-371.001-921.000 101-441.000-921.000 101-000.000-202.000 202-000.000-202.000 592-000.000-202.000	390.28 136.37 857.58 438.96 292.81 966.80 81.28 241.70 1,041.80	3,014.67 136.37 1,296.54
		Expected Check Run: 05/13/2024		4,447.58	4,447.58

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	ISABELLE ADNSON TRAVEL & CAR ALLOWANCE Vnd: MISC Invoice: 05.08.24	Invoice: 05.08.24 Ref#: 28353 (MIELAGE REIMBURSEMENT) 101-215.000-873.000 101-000.000-202.000	30.82	30.82
		Expected Check Run: 05/13/2024		30.82	30.82
05/08/2024	AP	JERRY FLENOR TRAIL GRANT EXPENDITURES Vnd: 1375 Invoice: 04.22.24	Invoice: 04.22.24 Ref#: 28262 (TRAVEL REFILL QTY 4) 401-000.000-970.031 401-000.000-202.000	10.97	10.97
		Expected Check Run: 05/13/2024		10.97	10.97
05/08/2024	AP	KCI CONTRACTUAL CONTRACTUAL POSTAGE POSTAGE Vnd: 2120 Invoice: 334948	Invoice: 334948 Ref#: 28309 (MAY WATER BILLS) 592-590.000-818.000 592-591.000-818.000 592-590.000-730.000 592-591.000-730.000 592-000.000-202.000	266.78 266.78 410.46 410.46	1,354.48
		Expected Check Run: 05/13/2024		1,354.48	1,354.48
04/30/2024	AP	KEN SIMPSON ELECTRICAL PERMITS Vnd: 0194 Invoice: 240511	Invoice: 240511 Ref#: 28312 (ELECTRICAL PERMITS FOR APRIL 2024) 701-000.000-491.000 701-000.000-202.000	1,055.20	1,055.20
		Expected Check Run: 05/13/2024		1,055.20	1,055.20
05/08/2024	AP	KENNEDY INDUSTRIES, INC MAINTENANCE - SYSTEM Vnd: 2190 Invoice: 641502	Invoice: 641502 Ref#: 28307 (TROUBLESHOOT COMMS AT WATER PLANT) 592-591.000-938.000 592-000.000-202.000	4,146.00	4,146.00
		Expected Check Run: 05/13/2024		4,146.00	4,146.00
05/08/2024	AP	KENNEDY INDUSTRIES, INC MISCELLANEOUS SUPPLIES Vnd: 2190 Invoice: 641408	Invoice: 641408 Ref#: 28308 (W MARLOW PUMPHEAD) 592-590.000-756.000 592-000.000-202.000	365.91	365.91
		Expected Check Run: 05/13/2024		365.91	365.91
05/08/2024	AP	KEYSTONE COOPERATIVE MISCELLANEOUS SUPPLIES Vnd: 2342 Invoice: 739084402	Invoice: 739084402 Ref#: 28310 (HERBACIDE & CROSSBOW SWITCHER) 592-590.000-756.000 592-000.000-202.000	263.50	263.50
		Expected Check Run: 05/13/2024		263.50	263.50

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	KLAY WEAVER UNIFORMS Vnd: 1565 Invoice: 04.30.24	Invoice: 04.30.24 Ref#: 28311 (BOOT REIMBURSEMENT) 101-441.000-768.000 101-000.000-202.000	250.00	250.00
		Expected Check Run: 05/13/2024		250.00	250.00
04/30/2024	AP	KOTZ, SANGSTER, WYSOCKI LEGAL FEES LEGAL FEES CIP USDA PROJECTS Vnd: 0027 Invoice: 04.14.24 Vnd: 0027 Invoice: 04.14.24	Invoice: 04.14.24 Ref#: 28313 (LEGAL SERVICES FOR APRIL 2024) 101-101.000-826.000 101-301.000-826.000 592-000.000-142.000 101-000.000-202.000 592-000.000-202.000	1,225.00 950.00 2,984.75	2,175.00 2,984.75
		Expected Check Run: 05/13/2024		5,159.75	5,159.75
04/26/2024	AP	KOVAR, FRANK & ILDIKO SEWER WATER Vnd: MISC Invoice: 05/01/2024	Invoice: 05/01/2024 Ref#: 28255 (UB refund for account: 4326) 592-000.000-033.001 592-000.000-033.000 592-000.000-202.000	7.80 4.34	12.14
		Expected Check Run: 05/13/2024		12.14	12.14
04/26/2024	AP	LARSON, ERVIN READY TO SERVE Vnd: MISC Invoice: 04/26/2024	Invoice: 04/26/2024 Ref#: 28252 (UB refund for account: 6526) 592-000.000-067.021 592-000.000-202.000	9.90	9.90
		Expected Check Run: 05/13/2024		9.90	9.90
05/08/2024	AP	LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 01951	Invoice: 01951 Ref#: 28318 (NEW CEILING TILES FOR FIRE STATION) 101-336.000-756.000 101-000.000-202.000	622.78	622.78
		Expected Check Run: 05/13/2024		622.78	622.78
05/08/2024	AP	MATERIALS RESOURCES MISCELLANEOUS SUPPLIES Vnd: 2346 Invoice: 3382913	Invoice: 3382913 Ref#: 28315 (SUPPLIES FOR WWTP (LENS, EAR MUFFS, GLOV)) 592-590.000-756.000 592-000.000-202.000	149.77	149.77
		Expected Check Run: 05/13/2024		149.77	149.77

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/26/2024	AP	METCALF, DUSTIN DEPOSIT READY TO SERVE Vnd: MISC Invoice: 04/26/2024	Invoice: 04/26/2024 Ref#: 28253(UB refund for account: 2896) 592-000.000-033.000 592-000.000-067.021 592-000.000-202.000	200.00 22.03	222.03
		Expected Check Run: 05/13/2024		222.03	222.03
05/08/2024	AP	MICH ASSOC.OF CHIEFS OF POLICE MISCELLANEOUS Vnd: 0300 Invoice: 300010668	Invoice: 300010668 Ref#: 28314(ACTIVE VOTING CHIEF MEMBERSHIP) 101-301.000-962.000 101-000.000-202.000	115.00	115.00
		Expected Check Run: 05/13/2024		115.00	115.00
04/26/2024	AP	MORRIS, JIMMIE WATER Vnd: MISC Invoice: 04/30/2024	Invoice: 04/30/2024 Ref#: 28254(UB refund for account: 3284) 592-000.000-033.000 592-000.000-202.000	42.44	42.44
		Expected Check Run: 05/13/2024		42.44	42.44
05/08/2024	AP	MPEC MISCELLANEOUS SUPPLIES Vnd: 2315 Invoice: 739128	Invoice: 739128 Ref#: 28316(GATOR MOTOR ASSEMBLY) 101-441.000-756.000 101-000.000-202.000	15.49	15.49
		Expected Check Run: 05/13/2024		15.49	15.49
05/08/2024	AP	NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 502949	Invoice: 502949 Ref#: 28319(GLASS SUPPORT BASE FOR KIMAX FILTER) 592-590.000-757.000 592-000.000-202.000	191.05	191.05
		Expected Check Run: 05/13/2024		191.05	191.05
05/08/2024	AP	NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 503078	Invoice: 503078 Ref#: 28320(LAB SUPPLIES (TEST TUBES ETC.)) 592-590.000-757.000 592-000.000-202.000	839.92	839.92
		Expected Check Run: 05/13/2024		839.92	839.92
05/08/2024	AP	NORTH SHORE ANALYTICAL CONTRACTUAL Vnd: 0258 Invoice: 14681	Invoice: 14681 Ref#: 28322(EFFLUENT & INFLUENT MERCURY TESTING) 592-590.000-818.000 592-000.000-202.000	350.00	350.00
		Expected Check Run: 05/13/2024		350.00	350.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	OFFICE DEPOT OFFICE SUPPLIES Vnd: 0019 Invoice: 363060564001	Invoice: 363060564001 Ref#: 28321(SCISSORS, TRASH BAGS & TOWELS FOR PD) 101-301.000-728.000 101-000.000-202.000	97.41	97.41
		Expected Check Run: 05/13/2024		97.41	97.41
04/30/2024	AP	PARRETT COMPANY MAINT. - OFFICE EQUIPMENT MAINT. - OFFICE EQUIPMENT MAINT. - OFFICE EQUIPMENT MAINT. - OFFICE EQUIPMENT Vnd: 1596 Invoice: 77338 Vnd: 1596 Invoice: 77338	Invoice: 77338 Ref#: 28327(PRINTERS FOR CITY HALL, PD & WWTP) 592-590.000-934.000 101-301.000-934.000 101-265.000-934.000 101-265.000-934.000 592-000.000-202.000 101-000.000-202.000	3.12 115.90 169.46 24.92	3.12 310.28
		Expected Check Run: 05/13/2024		313.40	313.40
05/08/2024	AP	PAYNES EXCAVATING, LLC PARK & RECREATION EXPENSES Vnd: 0857 Invoice: 05.02.24	Invoice: 05.02.24 Ref#: 28324(VICTORY PARK SEEDING, TOP SOIL AND MACHI) 401-000.000-970.007 401-000.000-202.000	3,450.00	3,450.00
		Expected Check Run: 05/13/2024		3,450.00	3,450.00
05/08/2024	AP	POLYDYNE, INC. CHEMICALS Vnd: 0314 Invoice: 1828032	Invoice: 1828032 Ref#: 28329(CLARIFLOC) 592-590.000-743.000 592-000.000-202.000	1,583.55	1,583.55
		Expected Check Run: 05/13/2024		1,583.55	1,583.55
05/08/2024	AP	PREIN & NEWHOF STREETSCAPE PROJECT STREETSCAPE PROJECT IMPROVEMENTS-OTHER THAN BLDGS Vnd: 1195 Invoice: 81360 Vnd: 1195 Invoice: 81360 Vnd: 1195 Invoice: 81360	Invoice: 81360 Ref#: 28323(BIDDING OF CONTACT FOR DOWNTOWN) 101-701.000-887.000 202-701.000-887.000 592-000.000-132.000 101-000.000-202.000 202-000.000-202.000 592-000.000-202.000	379.27 379.27 3,032.96	379.27 379.27 3,032.96
		Expected Check Run: 05/13/2024		3,791.50	3,791.50
05/08/2024	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 40249	Invoice: 40249 Ref#: 28325(BYSBA - PORTABLE TOILETS) 101-755.000-818.000 101-000.000-202.000	356.00	356.00
		Expected Check Run: 05/13/2024		356.00	356.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount	
04/30/2024	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 40180	Invoice: 40180 Ref#: 28326 (COMMONS, BOAT LAUNCH, KATHRYN PARK, CENT) 101-755.000-818.000 101-000.000-202.000	956.00	956.00	
		Expected Check Run: 05/13/2024		956.00	956.00	
05/08/2024	AP	PSYCHOLOGY SERVICES MISCELLANEOUS Vnd: 1961 Invoice: 3102	Invoice: 3102 Ref#: 28328 (PSYCHOLOGY PRE-EMPLOYMENT TESTS FOR 2 NE) 101-301.000-962.000 101-000.000-202.000	300.00	300.00	
		Expected Check Run: 05/13/2024		300.00	300.00	
04/30/2024	AP	REDBUD HARDWARE DE-LIMER AAA BATTERIES MIDWEST FASTNERS MIDWEST FASTNERS - SIGN TRAILER MIDWEST FASTNERS - SIGN TRAILER MIDWEST FASTNERS - LONG A-FRAMES RECON. GEAR OIL FOR F3990 ENGINEER HAMMER - CONCRETE STAKES GRINDING WHEEL - CUT LINES AT VICTORY PUSH MOWER BLADE PARTS FOR DRINKING FOUNTAIN AT VICTORY BENCH LAGS FOR VICTORY PARK COUPLING - DRINKING FOUNTAIN AT VICTORY SUPPLIES TO REPAIR SPRAYER AT DPW 2 LONG PT SHOVELS AA BATTERIES FOR SCBA PACKS 4 PK PADLOCK FOR RECRUITS EARTH DAY CLEAN UP SUPPLIES BALL HOSE BIB FOR VICTORY DRINKING FOUNT BALL HOSE BIB FOR VICTORY DRINKING FOUNT ZIP TIES FOR BANNERS DRUM LINERS LAWN MOWER SUPPLIES, WEED SPRAYER MOUNTING SQUARES AND BLACK LIGHT Vnd: 0141 Invoice: 04.30.24 Vnd: 0141 Invoice: 04.30.24	Invoice: 04.30.24 Ref#: 28354 (APRIL 2024 PURCHASES) 592-590.000-962.000 592-590.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-751.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-567.000-756.000 101-336.000-728.000 101-301.000-756.000 101-755.000-756.000 592-591.000-729.002 592-591.000-729.002 592-591.000-756.000 592-591.000-756.000 101-336.000-962.000 101-336.000-756.000 592-000.000-202.000 101-000.000-202.000	28.99 15.48 10.32 18.48 64.15 46.79 10.99 29.49 6.99 32.99 28.69 25.80 4.99 33.90 53.98 19.99 34.99 257.67 16.99 21.28 13.89 19.99 62.86 10.98		116.62 754.05
		Expected Check Run: 05/13/2024		870.67	870.67	

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	RMC PROPERTIES LLC CONTRACTUAL CONTRACTUAL CONTRACTUAL Vnd: 2153 Invoice: 31 Vnd: 2153 Invoice: 31	Invoice: 31 Ref#: 28330(MAY DPW LEASE) 101-441.000-818.000 592-590.000-818.000 592-591.000-818.000 101-000.000-202.000 592-000.000-202.000	2,500.00 1,250.00 1,250.00	2,500.00 2,500.00
		Expected Check Run: 05/13/2024		5,000.00	5,000.00
05/08/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0164700-IN	Invoice: 0164700-IN Ref#: 28336(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	344.48	344.48
		Expected Check Run: 05/13/2024		344.48	344.48
05/08/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0164738-IN	Invoice: 0164738-IN Ref#: 28337(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	342.20	342.20
		Expected Check Run: 05/13/2024		342.20	342.20
05/08/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0164773-IN	Invoice: 0164773-IN Ref#: 28338(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	344.86	344.86
		Expected Check Run: 05/13/2024		344.86	344.86
05/08/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0164813-IN	Invoice: 0164813-IN Ref#: 28339(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	344.46	344.46
		Expected Check Run: 05/13/2024		344.46	344.46
05/08/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0164854-IN	Invoice: 0164854-IN Ref#: 28340(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	344.90	344.90
		Expected Check Run: 05/13/2024		344.90	344.90
05/08/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0164929-IN	Invoice: 0164929-IN Ref#: 28341(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	344.89	344.89
		Expected Check Run: 05/13/2024		344.89	344.89

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0164894-IN	Invoice: 0164894-IN Ref#: 28342(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	342.20	342.20
		Expected Check Run: 05/13/2024		342.20	342.20
05/08/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0164966-IN	Invoice: 0164966-IN Ref#: 28343(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	344.84	344.84
		Expected Check Run: 05/13/2024		344.84	344.84
05/08/2024	AP	SISTER HILL NURSERY Vnd: 1149 Invoice: 688	Invoice: 688 Ref#: 28334(TREES - \$4,000 DNR GRANT - \$80 GENERAL) 701-000.000-582.091 701-000.000-202.000	4,080.00	4,080.00
		Expected Check Run: 05/13/2024		4,080.00	4,080.00
05/08/2024	AP	SISTER HILL NURSERY Vnd: 1149 Invoice: 689	Invoice: 689 Ref#: 28335(TREES- GENERAL) 701-000.000-582.091 701-000.000-202.000	1,460.00	1,460.00
		Expected Check Run: 05/13/2024		1,460.00	1,460.00
05/08/2024	AP	SMR COMMUNICATIONS INC. RADIO MAINTENANCE Vnd: 0086 Invoice: 28764	Invoice: 28764 Ref#: 28333(2 PORTABLE RADIO MIC REPLACEMENTS) 101-301.000-851.000 101-000.000-202.000	302.00	302.00
		Expected Check Run: 05/13/2024		302.00	302.00
04/30/2024	AP	T MOBILE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1963 Invoice: 04.30.24	Invoice: 04.30.24 Ref#: 28346(SOM AGENCY AND EMPLOYEE - PHONE) 101-301.000-853.000 101-336.000-853.000 101-000.000-202.000	7.00 7.00	14.00
		Expected Check Run: 05/13/2024		14.00	14.00
05/08/2024	AP	THE UPS STORE POSTAGE POSTAGE Vnd: 0269 Invoice: 04.30.24 Vnd: 0269 Invoice: 04.30.24	Invoice: 04.30.24 Ref#: 28347(SHIPMENT OF MERCURY SAMPLES & TONER FRO) 592-590.000-730.000 101-253.000-730.000 592-000.000-202.000 101-000.000-202.000	107.96 5.81	107.96 5.81
		Expected Check Run: 05/13/2024		113.77	113.77

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
05/08/2024	AP	TINA SPURLOCK POLICE RESERVES Vnd: 1448 Invoice: 04.27.24	Invoice: 04.27.24 Ref#: 28331 (BUCHANAN PROM) 701-000.000-150.000 701-000.000-202.000	48.00	48.00
		Expected Check Run: 05/13/2024		48.00	48.00
05/08/2024	AP	TRACTOR SUPPLY COMPANY MISCELLANEOUS SUPPLIES Vnd: 1753 Invoice: 04.19.24	Invoice: 04.19.24 Ref#: 28344 (SPRAYER PUMP) 101-441.000-756.000 101-000.000-202.000	115.98	115.98
		Expected Check Run: 05/13/2024		115.98	115.98
05/08/2024	AP	TWIN CITY AWARDS & TROPHIES PUBLIC RELATIONS Vnd: 1699 Invoice: 33748	Invoice: 33748 Ref#: 28345 (KEYS TO THE CITY) 101-101.000-885.000 101-000.000-202.000	135.00	135.00
		Expected Check Run: 05/13/2024		135.00	135.00
04/30/2024	AP	VERIZON WIRELESS TELEPHONE, INTERNET, CABLE Vnd: 2060 Invoice: 9961291009	Invoice: 9961291009 Ref#: 28349 (AIR CARDS FOR PATROL VEHICLES X3) 101-301.000-853.000 101-000.000-202.000	120.05	120.05
		Expected Check Run: 05/13/2024		120.05	120.05
05/08/2024	AP	VITAL RECORDS CONTROL CONTRACTUAL Vnd: 0595 Invoice: 4226826BEH1	Invoice: 4226826BEH1 Ref#: 28348 (SHREDDING CONTRACT) 101-265.000-818.000 101-000.000-202.000	150.48	150.48
		Expected Check Run: 05/13/2024		150.48	150.48
05/08/2024	AP	WATSONS TREE SERVICE PARK & RECREATION EXPENSES Vnd: 1833 Invoice: 012768	Invoice: 012768 Ref#: 28350 (SCREENED TOPSOIL FOR VICTORY PARK) 401-000.000-970.007 401-000.000-202.000	940.00	940.00
		Expected Check Run: 05/13/2024		940.00	940.00
05/08/2024	AP	WEST MICHIGAN CRIMINAL JUSTICE CONTRACTUAL Vnd: 0921 Invoice: 5679	Invoice: 5679 Ref#: 28351 (WMCJ SPRING 2024 MEMBERSHIP) 101-301.000-818.000 101-000.000-202.000	523.21	523.21
		Expected Check Run: 05/13/2024		523.21	523.21

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
04/30/2024	AP	WEX BANK			
		GAS AND OIL	101-301.000-751.000	778.43	
		GAS AND OIL	101-441.000-751.000	29.87	
		Vnd: 1098 Invoice: 96909936	101-000.000-202.000		808.30
		Expected Check Run: 05/13/2024			
				808.30	808.30
				106,694.06	106,694.06

Cash/Payable Account Totals:

ACCOUNTS PAYABLE	101-000.000-202.000	35,918.97
ACCOUNTS PAYABLE	202-000.000-202.000	1,822.08
ACCOUNTS PAYABLE	214-000.000-202.000	10,072.50
ACCOUNTS PAYABLE	401-000.000-202.000	12,687.23
ACCOUNTS PAYABLE	592-000.000-202.000	39,245.58
ACCOUNTS PAYABLE	701-000.000-202.000	6,947.70
TOTAL INCREASE IN PAYABLE:		106,694.06



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

May 2, 2024

City of Buchanan
302 North Redbud Trail,
Buchanan, MI 49107
Attention: Timothy Lynch

RE: Proposal for Structural Engineering Services:

- **City of Buchanan: Front Street Retaining Wall (Rev.#1)**

Thank you for contacting Jones Petrie Rafinski (JPR) regarding this project. We are pleased to submit this proposal for your consideration.

PROJECT UNDERSTANDING

It is our understanding that structural design services are requested concerning replacement of a failing retaining wall located along East Front Street in the downtown area of the City of Buchanan. Timothy Lynch with the City of Buchanan (The Owner) has requested engineering design services be performed as it relates to the construction of a new reinforced concrete retaining wall along one of the city's main roads.

A topographic survey for this site will be beneficial in facilitating construction accuracy and economy. These survey services are performed to gain a better understanding of the surrounding project limits. A soil investigation will also be beneficial to aid retaining wall design and construction to safely retain the adjacent grade based on site-specific soil conditions. Both the topographic survey and soil investigation will help identify any potential concerns and special considerations ahead of construction.

SCOPE OF WORK

Survey:

JPR proposes to perform survey services for the new retaining wall as described above. JPR will utilize GPS survey grade equipment as well as conventional survey equipment to establish both horizontal and vertical control throughout the project limits. Utility locates will be requested per MISS DIG Systems, Incorporated (Michigan 811) and correspondence will be completed to facilitate the locate process. This may include requesting record utility information so the location of the utilities may be graphically depicted on construction documents. Please note that the utilities that will be marked by this company do not include any private utilities. Should private utilities exist within the project limits it may be necessary to contact a private utility locating company to have these lines marked in the field. Fees associated with a private utility locating company are not a part of this proposal. JPR will collect the topographic information within the project limits, including but not limited to, sanitary and storm structures, edges of pavement and curb lines, building corners, observed utilities, trees and spot elevations along with invert information for the sanitary and storm structures within the project limits. JPR will also perform research to acquire prior surveys and

Page 2 of 4
Proposal for Structural Engineering Services
May 2, 2024

roadway plans. A CAD drawing of the existing site conditions that will include a surface model with contours will be prepared for engineering design purposes.

A few limitations exist within the scope of the survey. Invert measurements made on storm and sanitary structures will be made from above ground only, utilizing methods that do not require confined space entry apparatus, such as ventilation and extraction equipment. Utility lines will be shown based upon field evidence located during our field investigation and per plans and markings provided by the owner, utility companies, and their representatives.

Geotechnical Engineering:

JPR proposes to perform a subsurface investigation to include a total of (2) soil borings at the subject location; (2) borings to a depth of 15 ft below existing grade. These services will include the staking / marking of the soil borings and standard procedures for underground public utility clearance. Private utility clearance is not included in this scope.

At completion of the soil drilling services, JPR will prepare and provide a boring map and subsurface boring logs. These services will help to facilitate quality earthwork and retaining wall design and construction. JPR will keep the soil samples for a maximum of 90 calendar days before disposing of the samples.

Structural Engineering:

JPR proposes to perform structural design services for a new reinforced concrete retaining wall as described above. JPR will develop a complete set of structural design drawings stamped by a professional engineer licensed in Michigan. These drawings will include pertinent structural specification notes, structural plans, and structural details.

Items within Scope:

- Retaining Wall Design
(See attached map for limits)

Deliverables:

- **Structural Construction Design Drawings**
- **Construction Cost Estimate**

Bidding Services:

JPR will manage the bidding phase and will prepare the needed documents for the bidding and negotiation phase of the project. JPR will conduct a pre-bid meeting and will field questions from Contractors regarding the plans and specifications, issue Addendums as required, and assist the City in final negotiations and contract preparations.

ESTIMATED FEES

These survey, geotechnical engineering, and structural engineering services will be performed and billed based on the following estimated fees. Note that any significant changes to the scope could potentially increase the estimated fees below.

Survey Services:	\$4,000.00
Soil Boring & Sampling Services:	\$2,000.00
Geotechnical Evaluation Services:	\$1,000.00
Structural Design Services:	\$5,500.00
Bidding Services:	\$5,000.00
Total Estimated Fees:	\$17,500.00

Construction Administration (As needed):	\$160.00 per HR
Reimbursable Fees:	Bidding Advertisement As Required

SCHEDULE

JPR anticipates the minimum timeframe required to complete design services is about (6) weeks after receipt of signed authorization to proceed, assuming all information is provided and the client is readily available to provide input and direction as required. Note that any significant changes to the design or scope or delays in client feedback could extend this anticipated schedule.

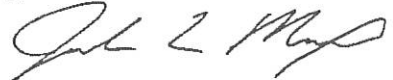
CLARIFICATIONS / EXCLUSIONS

Please be advised that the services, fees, and responsibilities quoted above do not include the following: inspections; evaluation of non-relevant elements; or any other out-of-scope services. Additional services can be provided upon request and billed at our standard hourly rates. JPR appreciates the opportunity to be of service on this project and is prepared to begin work with the written acceptance of this agreement / proposal. This work will be billed monthly upon completion of services, and payment is due upon receipt of our invoice. Should you have any questions or comments concerning our services or charges during the work, please bring them to our attention immediately so they can be quickly addressed. Expiration of this proposal is 30 days past the listed date.

Should you have any questions or concerns, please contact me. If acceptable, please execute the authorization form of this proposal by signature where indicated below and return a copy to my attention via mail at our South Bend location or email at jmaxson@jpr1source.com.

Thank you for this opportunity, and we look forward to being of service.

Sincerely,



Jordan Maxson, P.E.

PROPOSAL ACCEPTANCE

(AGREEMENT & AUTHORIZATION TO PROCEED)

This proposal for survey, geotechnical engineering, and structural engineering services for the **City of Buchanan: Front Street Retaining Wall (Rev.#1)** is hereby accepted and authorization to proceed is hereby granted:

Accepted By (Signature): _____ Date: _____

Printed Name & Title: _____

Business Name: _____

Billing Address: _____

Billing/Account Manager: _____

Phone No.: _____ E-mail: _____

Would you prefer your invoice by mail _____, e-mail _____ or both _____?

The party that signs this proposal is directly responsible for all charges incurred during the course of JPR's work and this document represents the only agreement in place between JPR and its client relative to the services provided and the resultant charges.

Google Maps City of Buchanan: Front Street Retaining Wall



Imagery ©2024 Maxar Technologies, USDA/FPAC/GEO, Map data ©2024 100 ft

Measure distance
 Total distance: 450.02 ft (137.17 m)



Exhibit B
JPR Corp. - Standard Terms & Conditions
Page 1 of 1

Invoices & Payment:

JPR shall submit invoices monthly or at project completion for services performed and expenses incurred under this Agreement. Payment is due upon Client's receipt of invoice and shall be considered past due if payment is not received within thirty (30) calendar days from date of invoice.

JPR retains the right to assess Client a finance charge of one and one-half percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices that are not paid within thirty (30) calendar days from date of invoice.

The Client's obligation to pay for services performed by JPR shall not be reduced due to the Client's inability to obtain financing, zoning, approval of regulatory agencies, or any other reason.

Acceptance:

If Client gives JPR verbal, emailed, or written notification to proceed with services outlined in this Agreement, without providing a signed copy of this Agreement, it will be considered as mutually understood that Client and JPR will be contractually bound by this Agreement, even in the absence of signed written authorization. Client's acceptance of services under this agreement will be deemed approval of the Agreement.

Additional Services:

Additional services requested beyond that which is specifically outlined in the Scope of Work may require additional compensation. JPR will provide the Client with a fee amendment for approval prior to performing any additional services. JPR is not responsible for project related delays that result while formal (written) approval of additional services is pending.

Schedule:

JPR is not responsible for any loss or damages resulting from any delays for causes outside JPR's control, including, but not limited to inclement weather, governmental or reviewing agency delays, unforeseen or undisclosed project related conditions, natural disasters, or acts of God.

Insurance:

JPR agrees to procure and maintain, at its expense, Commercial General Liability insurance, Professional Liability insurance, and Automobile Liability insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which JPR is legally liable.

Ownership and Use of Documents:

The Client agrees that JPR owns all reports, documents, and work products, including all associated copyrights, produced as part of this Agreement. JPR grants to the Client a license to utilize the deliverables (plans, reports, etc.) with respect to the project at hand, but any further use of the same beyond the subject project is done so at the user's sole risk and may be subject to copyright enforcement action.

Professional Standard of Care:

The standard of care for all Professional Services performed or furnished by JPR under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Accordingly, JPR is unable to provide a guarantee, or warranty, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by JPR.

Dispute Resolution:

JPR and Client shall resolve all claims and disputes arising out of or related to this Agreement in the following manner:

1. JPR and Client agree to negotiate all disputes in good faith for a period of ten (10) days from the date of notice, prior to invoking mediation.
2. JPR and Client agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Disputes") to private mediation. JPR and Client agree to participate in the mediation process in good faith.
3. If the dispute cannot be settled through negotiation or mediation, then such dispute shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction.

Demand for arbitration must be served in writing on the opposing party no later than one (1) year from the date of substantial completion of JPR's participation in the project.

All mediation or arbitration shall take place in the State of Indiana. Each party shall share equally the fees and expenses of the mediator or arbitrator(s) and other costs incurred by the mediator or arbitrator(s).

Environmental Condition of Site(s)

To the fullest extent permitted by law, the Client shall indemnify and hold harmless JPR from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of any Hazardous Substance at, on, under or from the project site.

Professional Design Services – WITHOUT Construction Phase Services:

Should the Client provide Construction Phase services via either Client's representative(s) or via another consultant, design-builder, or any other 3rd party, JPR's services under this agreement shall be considered complete upon completion of the Final Design efforts, and the Client's official acceptance and/or approval of the JPR provided construction documents. (*project plans, specifications, etc.*)

Further, and if the Scope of Services associated with this Agreement does not include Construction Phase Services, such as bidding & negotiation oversight, contract administration, full or part time on-site observation/inspection to ensure compliance with Client accepted plans and specifications, review of progress payment requests, change orders, requests for information or clarification submitted by the Contractor, attendance at or administration of pre-construction or construction progress meetings, coordination with utilities, or any other construction phase services typically provided by Professional Civil Engineers and/or Architects, it is therefore understood and agreed that any/all responsibility associated with these critical functions must be assumed by others.

Accordingly, the Client therefore agrees, to the fullest extent permitted by law, to indemnify and hold harmless JPR, its officers, directors, employees and/or subconsultants against any/all claims arising out of or in any way connected to the performance of such activities, or lack thereof, by others, including the Client itself or other entities/consultants in the employ of the Client, and from any and all claims arising from modifications, clarifications, interpretations, plan revisions, redesigns, adjustments, or changes necessarily made to the Contract Documents resultant of site conditions or parameters that become apparent as part of the construction process itself, information not previously known or disclosed by any local or non-local regulatory agencies, certain design considerations not previously disclosed by the Client, availability or lack thereof of either materials or appropriately skilled labor, or any other reason not specifically associated with or directly resultant of negligence or willful misconduct on the part of JPR.

Termination:

The Client or JPR may terminate this Agreement, in whole or in part, by giving seven (7) days written notice if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Upon termination, JPR shall be entitled to invoice Client and receive full payment for all services and reimbursable expenses incurred through the effective date of termination. Where the method of payment is "lump sum" or "fixed fee", the final invoice will be based on the number of hours billed to the project as of the date of termination, a standard hourly rate of \$150 per hour, and incurred reimbursable expenses. An equitable adjustment shall also be made to provide for termination settlement costs, if any, JPR incurs as a result of commitments finalized prior to termination.

Entire Agreement:

The terms of this Agreement are final, and any and all prior written or oral agreements or understandings are superseded by this final signed written agreement. Any changes to the written agreement, the scope of services, or terms and conditions, must be made in writing and signed by both JPR and the Client.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

Controlling Law:

This Agreement shall be governed by the laws of the State of Indiana.

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