

REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, JANUARY 13, 2025 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

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

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 the Regular Meeting Minutes from December 9th, 2024 and the Special Meeting Minutes from December 18th, 2024.

B. Banking Authorization-Consider adding Anthony C. McGhee to all bank and investment accounts with; Honor Credit Union, United Federal Credit Union, Huntington Bank, 1st Source Bank, Sturgis Bank, Horizon Bank, UMB, and MI Class. As well as issue a city credit card to Anthony C. McGhee with a spending limit of \$5,000.00 per the City Credit Card Policy.

C. Board of Review Appointments -Consider appointing Emma Lysy and Jeff Griffin to the Board of Review for a two-year term.

D. Common Rental- Consider the Common rental form submitted by Buchanan Area Senior Center, Adam Burk for Sunday, June 29th, 2025 12:00 PM- 10:00 PM

E. BARB Appointment - Consider re-appointing Jennifer Popielski to BARB retroactively starting June 2024 ending June 2028.

VIII. Scheduled Matters from the Floor (if any)

A. MDOT Agreement 24-5239 & Resolution 2024.01/01-presented by Suzannah Deneau with Wightman

Consider Resolution 2025.01/01, A Resolution to Approve the MDOT Grant Agreement 24-5239 for the McCoy Creek Trail Extension Project located on Schirmer and River Streets.

IX. Reports by: Departments, Committees, Boards

A. Friends of McCoy Creek Trail Committee Update & Letter of Support- *Chairman, Jerry Flenar*

1) Consider approving the letter of support for the Niles-Buchanan Trail Connection Project.

B. Community Development Report- *Director Rich Murphy*

1) Consider approving the renewal of Zen Leaf's Adult Use and Medical Retailer Permits.

2) Consider approving the renewal of Cannavista's Adult Use Retailer Permit.

3) Consider the Restaurant Incentive Grant Application for Thistledown & Row.

4) Consider proceeding with the lowest and most responsive bid from Astrong Construction for the demolition of a residential structure located at 1107 Victory Street.

C. Clerk Report- *City Clerk Kalla Langston-Weiss*

1) Draft School Agreements for the conduct of school elections- Consider authorizing Clerk Langston-Weiss to sign the draft school agreements for the conduct of elections for Buchanan Community Schools, Lake Michigan College, and Berrien RESA.

X. Unfinished Business

XI. New Business

A. Amendment to Owner-Engineer Agreement- Consider approving Amendment No. 5 with Prein & Newhof; this amendment aims to adopt the 2025 engineering hourly rates.

B. Resolution 2025.01/02- Consider Resolution 2025.01/02- Resolution accepting the FDCVT Grant.

C. Construction Contract Award- Front Street Retaining Wall- Consider the Construction Contract Award for the Front Street Retaining Wall.

D. Expenditures- Consider approving the expenditures for January 13th, 2025 in the amount of \$105,182.75

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

A. Compensation Commission Calling for Applicants- The City Commission is calling for applicants for the Municipal Officers Compensation Commission. This Commission will meet in January and determine the salary for each elected municipal official and present by the second meeting in February. Five members will be appointed each of whom shall be a registered elector of the City of Buchanan. (A member or employee of the legislative, judicial, or executive branch of government or a member of the immediate family of a member or employee of the legislative, judicial, or executive branch of government shall not be a member of the commission.)

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



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, DECEMBER 09, 2024 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

I. Call to Order

The meeting was called to order by Mayor Weedon at 7:00 PM.

II. Recognition

III. Pledge of Allegiance

Mayor Weedon led in the Pledge of Allegiance.

IV. Roll Call

Present: Mayor Mark Weedon, Mayor Pro Tem Patrick Swem, Commissioner Larry Money, Commissioner Raquell George, Commissioner Dan Vigansky

City Staff: City Manager, Timothy Lynch; City Clerk, Kalla Langston; Director of Public Services, Mike Baker; Director of Community Development, Rich Murphy; Chief of Police Harvey Burnett

V. Approve Agenda

Motion made by Vigansky, supported by Money, to approve the agenda, as presented. Voice votes carry unanimously.

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

1) Consider the Regular Meeting Minutes from November 25th, 2024.

2) Consider the Special Meeting Minutes from November 23rd, 2024 & November 25th, 2024.

B. 2025 Meeting Notices- Consider the 2025 Meeting Notice schedule.

Motion made by Vigansky, supported by George, to approve the consent agenda, as presented. Voice votes carry unanimously.

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

A. Audit Presentation- Brian Hake, CPA from Kruggel Lawton will present the 2023-2024 FY Audit.

Hake delivered a brief presentation on the audit, which resulted in an unmodified opinion — the highest rating that can be issued. He expressed gratitude to Lynch, Perez, and Baham for their hard work on the audit.

Lynch noted that the financials looked very good this year, highlighting some significant accomplishments. Investment earnings totaled \$537,087, representing a substantial increase of \$440,190 compared to the previous year's interest earnings of \$132,897. Additionally, general expenses decreased by 45.4%, contributing to a notable increase in the total fund balance of the general fund.

The management and finance personnel at City Hall have dedicated considerable time and effort to enhancing and strengthening business procedures and reporting functions in areas such as cash handling, investments, segregation of duties, and bank reconciliation tasks. These improvements, along with other municipal financial practices, should be reflected in this year's financial reports and in future documents as well. The full audit report will be posted on the website and will also be available at City Hall.

IX. Reports by: Departments, Committees, Boards

A. One Buchanan Presentation - Estephani Cashier Rodriguez; Chair and Ruth Writer; Secretary to give an update and presentation on their accomplishments.

Rodriguez provided a brief history of OneBuchanan, which was established in 2016 to address the emerging need for unity across the nation. OneBuchanan's mission is to promote awareness of our rich diversity through education, activities, and programs that strengthen an inclusive community. They foster a sense of belonging by acknowledging and celebrating our differences.

In 2021, OneBuchanan partnered with the city, becoming a city board shortly after the city included the organization in the master plan and reaffirmed the city ordinance for non-discrimination and equal protection for all.

Among their accomplishments, OneBuchanan held its first forum in 2018 to introduce itself to the Rowland community. This was followed by educational forums on various topics, including Native American issues both nationally and locally. They have since organized forums on Black History, the impact of COVID-19 and mental health, ageism, disabilities, cultural competency, and LGBTQ+ issues. Additionally, they collaborate with the Buchanan District Library to promote the "One Book, One Buchanan" initiative and are excited to select their next book for 2025.

B. Common Committee Update & Concert Schedule- Michael Rowland

The Buchanan Common and corresponding resources have become a cornerstone for downtown vitality. This group includes the Summer Concert Series, Tin Shop Theater, Buchanan Farmer's Market, and the historic Pears Mill. These committees have all been considered by the City of Buchanan, which has made reporting and communication difficult. Resources haven't been shared nor has there been considerable collaboration between the organizations. The purpose of The Common Collective is to change that. It will be a committee made up of nine members comprised of different organizations and community leaders. This would be an official city board that meets monthly, provides meeting minutes to the city, and works with all Common-related activities to ensure transparency, and equity and deliver the best outcome for Buchanan taxpayers.

The goal of this organization will also be to continue to have these organizations work together to identify redundancy and inefficiencies in the combined work of The Common. We will work together to create economies of scale with marketing, promotion, and fundraising as well. We would like the city to consider adopting bylaws and work with us to create a new philosophy for the great resources the Buchanan Common provides. Rowland outlined the organizations that are involved. He also presented the different budgets. Rowland asked the commission to consider the proposed dates for the use of the common as well as the request for funding of \$10,00.00

Motion made by Swem, supported by Money to approve the proposed dates as presented. Roll call votes carry unanimously.

Motion made by Swem, supported by Weedon to approve the \$10,000 annual expense.

Yea: George, Money, Swem, Weedon

Nay: Vigansky

Motion carries 4-1

X. Unfinished Business

XI. New Business

A. Budget Amendments- Consider the Budget Amendments for FY 2024-2025. See Attachment A Motion made by Swem supported by George, to approve the FY 2024-2025 Budget Amendment #1, as presented. Roll call votes carry unanimously.

B. Expenditures- Consider approving the expenditures for December 9th, 2024, in the amount of \$55,362.58
Motion made by Vigansky, supported by Money, to approve the expenditures in the amount of \$55,362.58. Roll call votes carry unanimously.

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

A. December 23rd, 2024 meeting cancellation—The regular meeting was canceled for December 23rd, 2024. The next City Commission regular meeting will be on January 13th, 2025.

B. Compensation Commission Calling for Applicants- The City Commission is calling for applicants for the Municipal Officers Compensation Commission. This Commission will meet in January and determine the salary for each elected municipal official and present by the second meeting in February. Five members will be appointed each of whom shall be a registered elector of the City of Buchanan. (A member or employee of the legislative, judicial, or executive branch of government or a member of the immediate family of a member or employee of the legislative, judicial, or executive branch of government shall not be a member of the commission.) Applications should be turned in by December 31st, 2024 to the City Clerk.

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

Jim Cronin- Concerns that the tree plantings may interfere with the water and sewer lines.

XIV. Executive Comments

A. City Manager Comments

Lynch provided an update on the technical, managerial, and financial lead service line replacement grant. The city will be mailing letters to water customers next week. These letters will instruct them to make an appointment for the water department to visually verify the material of their water service line inside their homes. Appointments will be available from January 6th to February 28th initially.

The contracts for the McCoy Creek Culvert project have been signed, and a pre-construction meeting is scheduled to take place on-site this Wednesday. Regarding the Front Street retaining wall rebid, bids are due on January 9th. Changes have been made to the bid form and there is a longer completion time to attract more contractors. A potential 14 contractors have been identified to bid on the project.

Lynch also asked the Commission to review page 46 of the audit, specifically the general fund budgetary comparison. The fund balance has increased from \$1.2 million to \$1.876 million.

B. Commissioner Comments

Vigansky sincerely thanked Tim Lynch for his support. The city does not realize how serious this situation is. He would like to discuss code enforcement and the posting of more reports on Facebook.

Money thanked the Chamber for the Christmas event. The Shop-with-a-Cop event this past weekend went very well, as always. He expressed gratitude to Brian Hake for the great audit. Money reiterated

that City Management and finance personnel invested significant time and effort to enhance and strengthen business procedures, reporting functions, cash handling, investing, and the segregation of duties. Special thanks to One Buchanan and Michael for their presentations.

Additionally, on December 14th for the Wreaths Across America project. A formal ceremony will begin at 12:30 PM, after which wreaths will be placed on the veteran circle. Merry Christmas to everyone, and a giant thank you to Lynch for all his hard work!

George expressed her gratitude to One Buchanan and Michale Rowland for attending and speaking at tonight. She mentioned that the Buchanan Tree Lighting went well and appreciated the Chamber's hard work in organizing it. She loves seeing Facebook posts about "Shop with a Cop" and thanked the Police Department for their contributions. Also thanked Lynch, stating it has been a pleasure to work with him and expressing appreciation for his dedication to the community. It clearly shows how much he cares and hopes to see him stay for a while. George wished everyone a Merry Christmas and reminded everyone to stay safe.

Swem Big congratulations to the finance team for achieving two consecutive years of improved audits! It's an understatement to say how much hard work they have put in. When you see a 45.4% decrease in expenses in the general budget, it's clear that we are running very efficiently. While there are always ways to improve, the dedication and sacrifices made by the team have allowed us to accomplish much more. Great work, everyone, on this stellar audit! You should all be proud of the contributions you've made across all departments. Wishing you a Merry Christmas and a Happy New Year! Lynch, we'll see you soon.

C. Mayor Comments

First, Weedon wanted to thank Vigansky for the narrative he shares with everyone here. You challenge everyone to think, and he appreciates that. He may not always agree with what you say or how you say it, but he values what you bring to this commission. Everyone is excited about what's going to come.

Tim, there are no words to describe the impact you've had. You have brought a breath of fresh air to this city that cannot be measured. You have shown that we are not broke, we are not destitute, and that life is better here.

I promise you that we will be fiscally conservative. I am proud to be your mayor and proud to watch this team grow. Thank you to everyone who shows up and puts in the effort.

XV. Adjourn

Motion made by Vigansky, supported by George, to adjourn the meeting at 8:29 PM. Roll call vote carries unanimously.

Kalla Langston-Weiss, City Clerk

Mayor Mark Weedon

REVENUE AND EXPENDITURE REPORT FOR CITY OF BUCHANAN THRU 11/30/24

GL NUMBER	DESCRIPTION	2024-25		YTD BALANCE 11/30/2024
		ORIGINAL BUDGET	2024-25 AMENDED BUDGET	
Fund 101 - GENERAL				
Expenditures				
Dept 101.000 - CITY COMMISSION				
101-101.000-805.000	MARKETING PLAN	2,000.00	2,000.00	31.96
	BA subtraction		(1,000.00)	
101-101.000-885.000	PUBLIC RELATIONS	40,000.00	40,000.00	0.00
	BA subtraction		(15,000.00)	
101-101.000-967.002	GRANTS & SPECIAL PROJECTS	100,000.00	100,000.00	10,000.00
	BA subtraction		(90,000.00)	
Total Dept 101.000 - CITY COMMISSION				
Dept 172.000 - CITY MANAGER				
101-172.000-718.000	RECRUITMENT & RELOCATION	15,000.00	15,000.00	249.00
	BA subtraction		(8,000.00)	
Total Dept 215.000 - CITY MANAGER				
Dept 215.000 - CITY CLERK				
101-215.000-818.000	CONTRACTUAL	7,000.00	7,000.00	10,007.24
	BA addition		5,000.00	
Total Dept 215.000 - CITY CLERK				

Dept 253.000 - TREASURER				
101-253.000-730.001	SPECIAL ASSESSMENT POSTAGE	0.00	0.00	4,496.36
			4,500.00	
101-253.000-818.000	CONTRACTUAL	11,000.00	11,000.00	10,790.08
			4,000.00	
101-253.000-831.000	MEMBERSHIP AND DUES	0.00	0.00	135.00
			300.00	
Total Dept 253.000 - TREASURER				
Dept 265.000 - BUILDING AND GROUNDS				
101-265.000-963.000	FIRE & LIABILITY INSURANCE	46,000.00	46,000.00	40,493.00
			(5,500.00)	
Total Dept 265.000 - BUILDING AND GROUNDS				
Dept 268.000 - RENTAL PROPERTY				
101-268.000-963.000	FIRE & LIABILITY INSURANCE	500.00	500.00	0.00
			(500.00)	
Total Dept 268.000 - RENTAL PROPERTY				
Dept 301.000 - POLICE				
101-301.000-810.000	INSURANCE CLAIM REPAIRS	0.00	0.00	390.00
			500.00	
101-301.000-818.002	RESERVE TRAINING	1,000.00	1,000.00	1,446.00
			1,000.00	
101-301.000-963.000	FIRE & LIABILITY INSURANCE	24,000.00	24,000.00	19,033.71
			(4,000.00)	
Total Dept 301.000 - POLICE				

Dept 336.000 - FIRE DEPARTMENT					
101-336.000-864.000	CONFERENCES AND WORKSHOP		500.00	500.00	991.06
		BA addition		500.00	
101-336.000-963.000	FIRE AND LIABILITY INSURANCE		4,000.00	4,000.00	3,266.69
		BA subtraction		(500.00)	
Total Dept 336.000 - FIRE DEPARTMENT					
Dept 441.000 - DEPARTMENT OF PUBLIC WORKS					
101-441.000-818.000	CONTRACTUAL		22,000.00	22,000.00	15,770.04
		BA addition		5,000.00	
Total Dept 441.000 - DEPARTMENT OF PUBLIC WORKS					
Dept 700.000 - COMMUNITY AND ECONOMIC DEVELOPMENT					
101-700.000-805.000	MARKETING PLAN		0.00		944.76
		BA addition		1,000.00	
101-700.000-885.000	PUBLIC RELATIONS		0.00	0.00	10.71
		BA addition		25,000.00	
101-700.000-967.002	GRANTS & SPECIAL PROJECTS		0.00	0.00	17,750.00
		BA addition		90,000.00	
Total Dept 700.000 - COMMUNITY AND ECONOMIC DEVELOPMENT					
Dept 753.000 - PEAR'S MILL					
101-753.000-963.000	FIRE & LIABILITY INSURANCE		600.00	600.00	743.00
		BA addition		150.00	
Total Dept 753.000 - PEAR'S MILL					
Dept 755.000 - BUCHANAN AREA RECREATIONAL BOARD					
101-755.000-704.000	SALARIES-TEMPORARY		5,000.00	5,000.00	0.00
		BA subtraction		(5,000.00)	
101-755.000-715.000	FRINGE BENEFITS		1,000.00	1,000.00	0.00
		BA subtraction		(1,000.00)	
101-755.000-963.000	FIRE & LIABILITY INSURANCE		500.00	500.00	656.00
		BA addition		175.00	

Fund 214 - STREET REPAIR & MAINTENANCE

Expenditures

Dept 000.000

214-000.000-818.000	CONTRACTUAL	15,000.00	15,000.00	31,841.40
	BA addition		35,000.00	
214-000.000-995.202	TRANSFER TO MAJOR STREETS	183,374.00	183,374.00	0.00
	BA subtraction		(183,374.00)	
214-000.000-995.203	TRANSFER TO LOCAL STREETS	0.00	0.00	183,374.00
	BA addition		183,374.00	
Total Dept 000.000				

Fund 592 - WATER AND SEWER FUND

Expenditures

Dept 590.000 - SEWER MAINTENANCE & OPERATION

592-590.000-730.000	POSTAGE	11,000.00	11,000.00	199.02
	BA subtraction		(9,500.00)	
592-590.000-744.101	PAYROLL PROCESSING	0.00	0.00	233.44
	BA addition		1,000.00	
592-590.000-756.000	MISCELLANEOUS SUPPLIES	4,000.00	4,000.00	3,033.07
	BA addition		4,000.00	
592-590.000-818.000	CONTRACTUAL	18,000.00	18,000.00	18,914.77
	BA addition		22,000.00	
592-590.000-902.000	PRINTING & PUBLISHING	0.00	0.00	2,857.07
	BA addition		9,500.00	
592-590.000-938.000	MAINTENANCE - SYSTEM	8,000.00	8,000.00	22,758.04
	BA addition		32,000.00	
592-590.000-963.000	FIRE & LIABILITY INSURANCE	13,500.00	13,500.00	16,463.34
	BA addition		3,000.00	
Total Dept 590.000 - SEWER MAINTENANCE & OPERATION				

Dept 591.000 - WATER MAINTENANCE & OPERATION

592-591.000-730.000	POSTAGE		11,000.00	11,000.00	1,155.09
		BA subtraction		(9,500.00)	
592-591.000-744.101	PAYROLL PROCESSING		0.00	0.00	233.44
		BA addition		600.00	
592-591.000-818.000	CONTRACTUAL		18,000.00	18,000.00	20,613.49
		BA subtraction		22,000.00	
592-591.000-902.000	PRINTING & PUBLISHING		0.00	0.00	2,814.97
		BA addition		9,500.00	
592-591.000-957.002	ANNUAL PERMIT FEES		1,000.00	1,000.00	1,293.38
		BA addition		300.00	
592-591.000-963.000	FIRE & LIABILITY INSURANCE		9,800.00	9,800.00	8,497.34
		BA subtraction		(1,300.00)	
Total Dept 591.000 - WATER MAINTENANCE & OPERATION					



SPECIAL MEETING OF THE BUCHANAN CITY COMMISSION
WEDNESDAY, DECEMBER 18, 2024 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

I. Call to Order

The meeting was called to order by Mayor Weedon at 7:00 pm.

II. Roll Call

Present: Mayor Mark Weedon, Mayor Pro Tem Patrick Swem, Commissioner Larry Money, Commissioner Dan Vigansky, Commissioner Raquell George

Staff: City Clerk, Kalla Langston

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

None.

IV. New Business

A. City Manager Employment Agreement -Consider approving the City Manager Employment Agreement with Anthony C. McGhee.

The motion was made by Vigansky, supported by George, to approve the city manager agreement for Anthony C. McGhee with the amendment to strike “as the City Commission shall direct or”, under section **3(c) Supervisory Authority**. Roll call votes carry unanimously.

B. Transition Agreement - Consider approving the Transition Agreement for Timothy J. Lynch.

The motion was made by Swem, supported by George to approve the transition agreement with Timothy J Lynch. Roll call votes carry unanimously.

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

None.

VI. Adjourn

Motion made by Money, supported by Vigansky, to adjourn the meeting at 7:09 PM. Roll call votes carry unanimously.

Kalla Langston-Weiss, City Clerk

Mayor Mark Weedon

CITY OF BUCHANAN
COUNTY OF BERRIEN, STATE OF MICHIGAN
RESOLUTION NO. 2025.01/01

Commissioner offered the following resolution and moved for its adoption:

Be it resolved that

CONTRACT No. 24-5239, Control Section TA 11000; Job Number 214949CON;

LOCATION Shared Use Path along Schirmer and River Street

by and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CITY OF BUCHANAN

is hereby accepted.

The following Official(s) is/are authorized to sign the said contract:

ANTHONY C. MCGHEE, CITY MANAGER

MARK WEEDON, MAYOR

Supported by Commissioner

ADOPTED: AYES:
NAYES:
ABSENT:

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at
a regular meeting of the City Commission of the City of Buchanan on the
13TH Day of January 2025.

Signed _____
CITY CLERK, Kalla Langston

TAP

DA

Control Section	TA 11000
Job Number	214949CON
Project	24A0557
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5239

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BUCHANAN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Buchanan, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 20, 2024, attached hereto and made a part hereof:

Hot mix asphalt shared use path construction of the McCoy Creek Trail from the trailhead near the intersection of Schirmer Parkway and Woodside Drive northerly along Schirmer Parkway to River Street, along River Street/Walton Road from Schirmer Parkway easterly to approximately 670 feet northeasterly of Range Line Road; including grading, trailhead parking lot grading and aggregate surface course, aggregate base, concrete sidewalk, curb and gutter, boardwalk, pedestals, abutments, curb ramps, guardrail, fencing, driver feedback system, permanent signing, pavement markings and appurtenances; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CARBON REDUCTION PROGRAM
TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
 - C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Carbon Reduction Funds in combination with Federal Transportation Alternatives Program (Statewide) Funds and Federal Transportation Alternatives Program (South Bend) Funds shall be applied to the eligible items of the PROJECT COST. Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$896,848, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract with Federal Transportation Alternatives Program (Statewide) Funds limited to \$726,963 and used first. Federal Carbon Reduction Funds shall then be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$62,512, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not

relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the

PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BUCHANAN

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



May 20, 2024

EXHIBIT I

CONTROL SECTION	TA 11000
JOB NUMBER	214949CON
PROJECT	24A0557

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,573,500
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,573,500
Less Federal Funds*	<u>\$ 959,360</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 614,140

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

- b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.
 - c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909
 - d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.
 - e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.
 - f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.
2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
 3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C**TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES****Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



January 13, 2025

Re: Niles-Buchanan Trail Connection Project

The City Commission of the City of Buchanan would like to express its support for the Niles-Buchanan Trail Connection Project. The Niles-Buchanan Trail Connection project is a key 3.4-mile improved shared-use path along Walton Road including a trailhead at Walton and Winn Roads.

This key trail project in Southwest Michigan will connect the cities of Niles and Buchanan in Berrien County by linking two regionally significant trails, the McCoy's Creek Trail and the IN-MI River Valley Trail. The McCoy's Creek Trail is a 6-mile trail through Buchanan, while the IN-MI River Valley Trail is a 20+ mile trail that routes from Niles, MI to Mishawaka, IN.

Connecting these trails in Berrien County will be transformational as they are Michigan's gateways from major population centers, Chicago and South Bend/Mishawaka regions. This project is supported by a multi-stakeholder partnership, including partners from local and county government, non-profit, and community advocates. The project is also a priority in local, county and regional planning documents.

We look forward to having a safe, non-motorized option connecting these two urban areas in Southwest Michigan. Additional benefits include both physical and mental health, community building, economic/tourism development, and an enhancement to our region's overall quality of life.

Sincerely,

Mayor Mark Weedon

302 Redbud Trail North • Buchanan, Michigan 49107
Tel: (269) 695-3844 • Fax: (269) 695-4330
www.cityofbuchanan.com

These are only a few of the renovation expenses. The building had been empty since the early 90's. Floors & ceilings had collapsed. RMC construction did the renovation. Sarah Butus was the designer.

Cloud Brothers, South Bend \$8,175
Designed and installed a 25' quartz bar top.

Ralph McDonald Construction, Buchanan \$4,165
Installed Shelves, hung speakers, base cove, hung paper towel holders, soap dispensers

SRC Refrigeration, Sterling Heights
8'x12' walk-in cooler \$7,290

\$19,630



SRC Refrigeration
6620 19 Mile Rd
Sterling Heights, MI 48314
(800)-521-0398 FAX (586)-254-0485
www.screfrigeration.com

SALES AGREEMENT 113452

VERSION # 3
DATE 8/1/2024
QUOTE EXPIRES 8/16/2024

BILL TO
River Saint Joe Brewery
15475 Walton Rd.
Buchanan, MI 49107

SHIP TO

Will Advise Once Provided
, MI

MODEL WSK - SRC Series IV Walk-In Keg Cooler
SIZE Per Drawing

Quantity	Description
----------	-------------

SRC Cabinet Features Include

4" thick PPC© (Premium Panel Construction) high-density extruded insulation cooler panels; exceeds EISA energy standards. PPC© eliminates need for perimeter wood framing providing higher R-value Panels include National approvals - UL-NSF Approved / Smoke & Flame Spread per ASTM E84 testing Premium "white" metal finish in/out (no extra charge)

Internal cam locking ceiling to wall system for a moisture proof tight seal - helpful with tight overhead installations

Floorless construction in cooler (flat bottom); floor insulation if required by others.

- 1 36"x78" UL approved "Super-Door" package (normal temp).
 - Flush mount door
 - 34" net opening
 - UL approved Energy saving vapor proof CFL lamp pre-wired to exterior switch
 - Easy to read dial thermometer
 - 3 heavy duty chrome cam lift self closing hinges, with additional self actuating door closure
 - Dart mount magnetic door seal gaskets for a firm tight door seal
 - 36"H Aluminum diamond tread kick plates on lower portion of door (interior & exterior)

Floorless construction in cooler; NSF Vinyl floor screed supplied in standard lengths.

Total Price Of Above Material (Pick-Up At SRC)		\$ 7,290.00
Terms	50% Deposit; Balance Due 1 Week Prior to Shipping	
Delivery	Approx 5-6 Weeks; Sooner If Possible (Scheduling Team Will Send Dates - COVID - 19 Delays Possible)	
	MI State Sales Tax Included in above amount	\$ 412.62
Quantity	Additional Optional Items	

SRC Sales Tech Gary Shako
Thank you for your business!



SRC Refrigeration
6620 19 Mile Rd
Sterling Heights, MI 48314
(800)-521-0398 FAX (586)-254-0485
www.screfrigeration.com

SALES AGREEMENT 113452

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DATE 8/1/2024
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BILL TO

River Saint Joe Brewery
15475 Walton Rd.
Buchanan, MI 49107

SHIP TO

Will Advise Once Provided
, MI

MODEL WSK - SRC Series IV Walk-In Keg Cooler

SIZE Per Drawing

Quantity	Description
----------	-------------

Shipping Information:

Cooler panels ship from Michigan via common carrier.
Refrigeration components and display doors ship via common carrier. Common carrier truck drivers are not required to unload freight. You will be responsible to receive and inspect your equipment. If you discover any damage, it will be necessary to report it on the freight bill you sign. Call SRC Logistics Department at 800-521-0398 for details.

Exclusive SRC Customer Benefits:

- Complete custom drawing package for owners approval provided upon receipt of deposit
- SRC Refrigeration will provide required voltage, amperage & wire diagrams for electrician's use at time of order.
- All required electric connections by others unless shown above.
- Detailed CAD (showing panel layout - shipped with cooler) provided for future expansion
- Compressor warranty certified will be mailed upon receipt of final payment
- Product warranty certificates enclosed with acknowledgement of order
- Environmentally safe materials used in insulation and compressors
- SRC Refrigeration works with a multi-source network of vendors insuring your delivery date is met

EISA Compliance:

All walk-in panels manufactured by SRC Refrigeration are compliant with the Federal Energy Independence & Security Act of 2007 (public law110-140) Title III; section 312, regarding walk-in coolers and freezers. It is the customer's responsibility to specify EISA compliant equipment for vendor supplied items (refrigeration system components, electrical accessories, strip curtains, etc.)

Additional Product Notes:

Unless otherwise shown above, refrigeration systems have been designed for normal holding temperatures only. Product load, usage, ambient conditions above 95°F, personnel, box and compressor location can affect sizing. Please advise SRC Refrigeration if special requirements apply.



Decide with Confidence:

SRC REFRIGERATION SALES AGREEMENT TERMS AND CONDITIONS

PROJECT # 113452 VERSION # 3

ACCEPTANCE Buyer accepts these terms and conditions by signing below. If Buyer fails to execute the Sales Agreement, then Buyer will be deemed to accept by paying any portion of the sales price.

ENTIRE AGREEMENT This document, together with any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements: no understanding, modification, trade custom or prior course of dealing at variance with these terms and conditions will bind SRC. This document may only be amended in writing signed by both parties.

PRICE PROTECTION SRC reserves the right to correct typographical errors in the quoted prices at any time. In the event of significant price increase of material, equipment or energy occurring during the performance of this sales contract through no fault of SRC Refrigeration, the Contract Sum shall be equitably adjusted by a Change Order.

DAMAGE DURING DELIVERY Buyer assumes all risk of loss once the Goods are delivered to a delivery carrier. Buyer agrees to look exclusively to the delivery carrier for damages that occur during delivery.

C.O.D. Buyer must pay the outstanding balance of the sales price upon delivery. All payments must be made with cash or certified funds. SRC will not accept a personal or business check.

DELAY IN PERFORMANCE SRC will exercise its best efforts to manufacture and install the Goods in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and SRC shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. SRC is not responsible for any delay, failure or omissions due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

INSPECTION Buyer must inspect the Goods upon delivery and provide SRC with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the Goods. If Buyer is unable to accept any portion of the delivery of Goods on the shipping date, storage may be provided for a period of thirty-days. Additional cost will be added in the event the shipment doesn't occur during this grace period. The rate will be set by the standard external storage rate plus an administrative charge.

CLEARED AREA/DEBRIS Buyer agrees to clear an area where the Goods are to be installed. All shipping debris to be disposed of by customer.

INSTALLATION AREA The Goods are designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause an errant door alignment or seal, panel separation or equipment malfunctions. SRC will not be liable for any damage associated with an unlevelled surface or structural movement.

MECHANICAL REQUIREMENTS Unless stated otherwise, Buyer is responsible for all utility services such as electrical connections, water lines and approved drainage, roof penetrations for outdoor motors and must secure all necessary tradesmen required for the installation of the goods.

PERMITS Buyer is responsible for obtaining all permits for the installation or operation of the Goods.

TAXES Federal, state and local taxes (unless otherwise shown on this document) are not included and are Buyer's responsibility. SRC may bill Buyer separately at any time for any such charge as SRC may be requested to collect or pay.

INITIAL USE The Goods must be operated for at least 48 hours prior to placing any product in the unit. Buyer should thoroughly review all equipment manuals and instructions and contact SRC with any questions.

POTENTIAL FOR MOLD SRC IS NOT RESPONSIBLE FOR MOLD ACCUMULATION OR DAMAGE RESULTING FROM MOLD IN, ON OR AROUND THE COOLER OR ITS CONTENTS OR FOR ANY PERSONAL INJURY CLAIM DUE TO EXPOSURE TO MOLD.

ADDITIONAL CHARGES In addition to the outstanding balance of the sales price, Buyer agrees to pay the following prior to delivery:

Any actual costs SRC incurs transporting or storing the Goods if Buyer fails to pay the outstanding balance upon delivery or the Goods cannot be installed for any other reason outside the control of SRC, its agents or subcontractors;

Any actual costs SRC incurs if the Goods cannot be installed due to Buyer's error, omission or lack of preparation of the installation area;

A commercially reasonable charge for deliveries outside the continental United States, which includes ocean freight, documentation, port and tariff charges;

A commercially reasonable charge for deliveries or installation requested outside the normal business hours (Monday-Friday, 8:00 a.m.-5:00 p.m.) or requiring a specific start or stop time;

A commercially reasonable charge for additional equipment or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available; and

A commercially reasonable charge for removal of crating and packing materials if requested by Buyer.

A service charge on any unpaid balance beyond terms from the date of the invoice at the rate of 1.5% per month (18% per annum) or the maximum rate allowed by law if less than 1.5% per month.

LIMITED WARRANTY: THERE IS NO WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE GOODS WILL BE FIT FOR A PARTICULAR PURPOSE. BUYER AGREES THAT ITS WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THE SALES CATALOGS FOR GOODS ACTUALLY PURCHASED. EXPRESS WARRANTIES EXTEND ONLY TO THE BUYER AND AUTOMATICALLY TERMINATE UPON TRANSFER OF BUSINESS OR GOODS, UNLESS SRC AGREES OTHERWISE IN WRITING.

WAIVER OF WARRANTY: ALL EXPRESS WARRANTIES ARE AUTOMATICALLY WAIVED IF BUYER ATTEMPTS TO REPAIR THE GOODS, EITHER PERSONALLY OR THROUGH ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, WITHOUT FIRST PROVIDING SRC WITH NOTICE OF THE MALFUNCTION AND A REASONABLE OPPORTUNITY TO REPAIR.

BUYER'S REMEDY: BUYER'S SOLE REMEDY IS FOR SRC TO REPAIR DEFECTIVE GOODS AND REPLACE THE SAME IF REASONABLE REPAIR EFFORTS FAIL, OR OTHERWISE, AT SRC'S OPTION, TO REFUND THE PURCHASE PRICE. BUYER ALSO AGREES THAT SRC SHALL NOT BE RESPONSIBLE FOR BUYER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BY WAY OF EXAMPLE ONLY, REPAIR OR REPLACEMENT COSTS THROUGH ANYONE OTHER THAN SRC, LOSS OF ANTICIPATED PROFITS, LOSS OF PRODUCT, PUNITIVE/EXEMPLARY DAMAGES OR NON-ECONOMIC DAMAGES.

GOVERNING LAW: Michigan law shall govern any dispute between the parties pertaining to this document or the Goods.

JURISDICTION: Any dispute between the parties involving this document or the Goods shall be filed in Macomb County, Michigan.

SRC'S DAMAGES: SRC shall receive actual, consequential and incidental damages, costs, interest and attorney fees if Buyer violates these terms and conditions. Should the Buyer's account become delinquent, SRC may cancel all credit privileges and begin collection efforts. In the event collection efforts become necessary, the Buyer agrees to pay any and all costs including but not limited to: interest, late fees, collection agency fees, reasonable attorney fees and court costs.

CANCELLATIONS: Buyer agrees to pay 25% of sales price on stock items & 50% on custom orders, plus freight charges, if any order is canceled.

SUBROGATION CLAUSE: Buyer agrees to purchase and maintain insurance which permits a waiver of liability and contains a waiver of subrogation. If Buyer has an insured loss, then Buyer agrees to release Seller and its agents for any claim for such loss to the extent of any recovery under its insurance even if Seller's goods or workmanship may have caused or contributed to the loss.

ACCEPTED BY:

SIGNATURE	
COMPANY	Date

Cloud Brothers Wholesale LLC
 1617 N. Bendix Dr.
 South Bend, IN 46628

Sales Order

Date	S.O. No.
8/28/2024	12368

Name / Address
RMC QUALITY CONSTRUCTION 501 N REDBUD TRAIL BUCHANAN, MI 49107

Ship To
BAR TOP REVISED THISTLEDOWN & ROW 103 DAYS AVE BUCHANAN, MI 49107

P.O. No.	RECEIVED BY	Ordered By:	Ship Via	Reference #	Job
		ANNIE	INSTALLER		

Item	Description	Ordered	U/M	Rate	Amount
SURFACEELE...	CAMBRIA QUARTZ COLOR- INVERNESS GOLD OGEE ALL SIDES FS -PROFILE PRICE INCLUDES - FIELD MEASUREMENT & INSTALLATION TOP SIZE- 40" X 307" RIGHT SIDE ONLY LEFT SIDE AND MIDDLE 24" DEEP	1		7,079.00	7,079.00T
SURFACEELE...	SUPPORT BRACKETS FOR COUNTER TOP SUPPLIED & INSTALLED BY CAMBRIA	1		1,096.00	1,096.00T
SURFACEELE...	DEPOSIT	1		-3,750.00	-3,750.00T

Terms	C.O.D.	Subtotal	\$4,425.00
		Sales Tax (6.0%)	\$265.50
		Total	\$4,690.50



SRC Refrigeration
6620 19 Mile Rd
Sterling Heights, MI 48314
(800)-521-0398
www.srcrefrigeration.com

CREDIT CARD PAYMENT AUTHORIZATION

113452

DATE 8/1/2024



BILL TO

River Saint Joe Brewery
15475 Walton Rd.
Buchanan, MI 49107

SHIP TO

Will Advise Once Provided
, MI

Quantity	Description	AMOUNT
1	WSK - SRC Series IV Walk-In Keg Cooler	\$ 7,290.00

Payment will be charged and applied according to the following terms
50% Deposit; Balance Due 1 Week Prior to Shipping

CREDIT CARD NUMBER

CARD TYPE VISA MASTERCARD DISCOVER

EXPIRATION DATE MONTH YEAR

CARD SECURITY CODE CSC

NAME ON CARD

AMOUNT CHARGED **CARDHOLDER SIGNATURE**

BILLING ADDRESS

CITY STATE ZIP

BUSINESS PHONE NUMBER

SRC may call to confirm information provided prior to charging your card

Thank you for selecting SRC Refrigeration. In order to expedite processing and scheduling of your order, you have authorized the equipment shown on the signed Sales Agreement to be charged to your credit card shown.

All payment(s) are made in accordance with SRC "Terms and Conditions". It is fully understood that SRC Refrigeration is only providing equipment. Any delivery and/or equipment warranty issues will be handled directly with SRC. Required installation (receipt and inspection of all materials, box set-up, piping, electric, test/check/start-up and permits) is not the responsibility of SRC. Any issues regarding the installation should be handled directly with the companies contracted to do the work.

***** By filling in the above and providing your data, you authorize SRC Refrigeration to process your credit card for the above amount.**

Thank you for your business!

JOB INVOICE 1799



**RMC
QUALITY CONSTRUCTION**
501 N. Redbud Trail
BUCHANAN, MI 49107

(269) 695-2657

PHONE 312-662-3149	DATE OF ORDER 9/26/24
ORDER TAKEN BY	CUSTOMER ORDER NUMBER

DAY WORK CONTRACT EXTRA

TO: **THISTLE DOWN
103 DAYS AVE
BUCHANAN MI 49107**

JOB NAME / NUMBER	
JOB LOCATION	
JOB PHONE	STARTING DATE

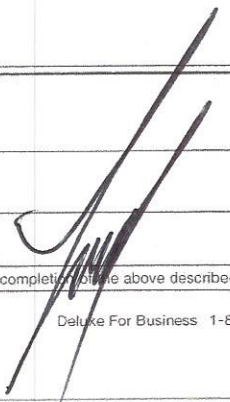
QUANTITY	MATERIAL	UNIT PRICE	AMOUNT

TOTAL MATERIALS ▶

OTHER CHARGES	AMOUNT	LABOR	HOURS	RATE	AMOUNT
CARPENTRY WORK	4165.00				
TOTAL OTHER ▶	4165.00	TOTAL LABOR ▶			

DESCRIPTION OF WORK

CARPENTRY WORK - 49 MAN HOURS OF MISC. CARPENTRY WORK PER ANNIE

TERMS DUE UPON RECIEPT	DATE COMPLETED 9/26/24	TOTAL MATERIALS TOTAL OTHER TOTAL LABOR TAX
WORK ORDERED BY ANNIE	AUTHORIZED SIGNATURE 	
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL ▶ 4165.00











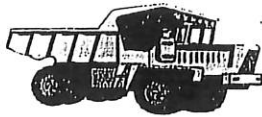




12/23/24 - @ 12pm

BIDS TRACKER- 1107 Victory St

BID #	From	Date Received	Amount	% Complete	Deadline
BID 01	Pelley Excavating	12/19/2024			12/23/2024
BID 02	Astrong Construction	12/23/24	\$17,600. ⁰⁰	100%	12/23/2024
BID 03			\$10,800. ⁰⁰	100%	12/23/2024
BID 04					12/23/2024
BID 05					12/23/2024
BID 06					12/23/2024
BID 07					12/23/2024



PELLEY EXCAVATING

1990 PROGRESSIVE DR.

NILES, MI 49120

PH: (269) 683-2947 FX: (269) 683-0152



BID ESTIMATE

TO: CITY OF BUCHANAN MICH.
ATTN: RICHARD MURPHY
302 N Red Bud TRAIL
Buchanan Mich 49107

DATE: 12/16/24
PHONE: 269 655 3544
FAX: _____

JOB: COMPLETE DEMOLITION OF
RESIDENTIAL STRUCTURE INCLUDING
ASBESTOS ABATEMENT AT
1007 VICTORY ST

TOTAL BID AMOUNT:

SEVENTEEN THOUSAND SIX HUNDRED
DOLLARS.

17,600.⁰⁰

CHARLES L. PELLEY OWNER

I AM A SOLE PROPRIETOR

MY HOME ADDRESS IS:

1539 ECHO VALLEY DR
NILES MICH 49120
BENNIEN COUNTY MICH.

HOME PH 269 687 9369

Charles L. Pelley.

Owner or Company Representative:



**DEMOLITION OF A RESIDENTIAL
STRUCTURE INCLUDING ASBESTOS
ABATEMENT
At 1107 Victory St., Buchanan, MI 49107**

Richard Murphy
Community Development Director
302 N Redbud Trail
Buchanan, MI 49107

December 2, 2024

**ADVERTISEMENT FOR BIDS
CITY OF BUCHANAN, MICHIGAN**

**DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS
ABATEMENT
1107 Victory St.**

Proposals will be received by the City of Buchanan, Michigan until **Monday, December 23, 2024 at 12:00pm** Local Time.

Please submit bid to Community Development Director Richard Murphy via email at rmurphy@cityofbuchanan.com or to Buchanan City Hall at 302 N. Redbud Trl, Buchanan, Michigan 49107.

The proposal and contract forms as well as the plans and specifications under which the work will be done are on file and may be examined at the office of the Community Development Director, City Hall, 302 N Redbud Trail, Buchanan, MI, (269) 695-3844, ext. 19. Copies thereof may be obtained from the Department of Community Development.

The City reserves the right to reject any or all proposals, to waive irregularities in proposals and to accept the proposal, which in the opinion of the City Council is most advantageous to the City.

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.

CITY OF BUCHANAN

Proposal - continued

PROPOSAL TO CITY OF BUCHANAN, MICHIGAN

**DEMOLITION OF A RESIDENTIAL STRUCTURE
INCLUDING ASBESTOS ABATEMENT**

**1107 Victory St.
Buchanan, Michigan 49107**

**Property owned by Joe Watts
Jawatts123@sbcglobal.net
269-547-3471**

To the City of Buchanan, Michigan:

The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents, including Advertisement, Instruction to Bidders, General Conditions, the Form of Proposal, the Form of Contract, and Specifications on file in the office of the Department of Community Development. Hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required for the demolition work for the City of Buchanan. All in accordance with the plans and specifications as prepared by the Department of Community Development, at and for the following named price:

17,600.00

TOTAL BID PRICE: \$ seventeen thousand six hundred

COMPLETION DATE: WITHIN 45 DAYS OF NOTICE TO PROCEED.

BIDDERS EXCEPTIONS/COMMENTS: ASBESTOS REPORTS
STATES BASEMENT NOT ACCESSIBLE AND
IF WHEN DEMO STARTS AND BASEMENT
IS EXPOSED ASBESTOS IS FOUND WE
WOULD IMPOSE A SMALL CHANGE ORDER
TO REMOVE NEW FOUND ASBESTOS.

Proposal - continued

The undersigned affirms that in making such proposal neither he/she nor any company that he/she may represent nor anyone in behalf of him/her or company directly or indirectly. Has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work. Or any compact to prevent any other bidder or bidders from bidding on said contract or work. And further affirms that such proposal is made without regard or reference to any other bidder or proposal and without agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the City shall accept the foregoing proposal. He/she will, within ten (10) consecutive calendar days after receiving notice of acceptance of such proposal. Enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools, and construction equipment necessary for the full and complete execution of the work at and for the price named in his proposal. And he will furnish to the said City and to the State of Michigan, such surety for the faithful performance of such contract and for the payment for all materials used in this work and for labor expended thereon as shall be approved and accepted by said City.

In submitting this bid it is understood that the right is reserved by the City of Buchanan to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days after the opening thereof.

Dated and signed at 1990 Progressive State of Mich
MICHIGAN
this 15th day of December, 2024.

Pelley Excavating
Company Name

Charles L. Pelley
Name of Bidder (Print or Type)

[Signature]
Signature of Bidder (Authorized Signature)

Title: owner

Business Address: 1990 Progressive Dr
Niles Mich 49120

Telephone Number 269 683 2947 FAX Number 269 683 0152

Cell Phone Number 269 214 8062

E-Mail Address pelleyexc@aol.com

Proposal - continued

PROPOSAL TO CITY OF BUCHANAN, MICHIGAN

**DEMOLITION OF A RESIDENTIAL STRUCTURE
INCLUDING ASBESTOS ABATEMENT**

**1107 Victory St.
Buchanan, Michigan 49107**

**Property owned by Joe Watts
Jawatts123@sbcglobal.net
269-547-3471**

To the City of Buchanan, Michigan:

The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents, including Advertisement, Instruction to Bidders, General Conditions, the Form of Proposal, the Form of Contract, and Specifications on file in the office of the Department of Community Development. Hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required for the demolition work for the City of Buchanan. All in accordance with the plans and specifications as prepared by the Department of Community Development, at and for the following named price:

TOTAL BID PRICE: \$ 16,800.00

COMPLETION DATE: January 31st 2024

BIDDERS EXCEPTIONS/COMMENTS: Estimated 7 Business Days from
Start to End - Weather Pending - Abatement to be completed by
ADS - Abatement & Demo Services - No assumed asbestos included in cost.

Proposal - continued

The undersigned affirms that in making such proposal neither he/she nor any company that he/she may represent nor anyone in behalf of him/her or company directly or indirectly. Has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work. Or any compact to prevent any other bidder or bidders from bidding on said contract or work. And further affirms that such proposal is made without regard or reference to any other bidder or proposal and without agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the City shall accept the foregoing proposal. He/she will, within ten (10) consecutive calendar days after receiving notice of acceptance of such proposal. Enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools, and construction equipment necessary for the full and complete execution of the work at and for the price named in his proposal. And he will furnish to the said City and to the State of Michigan, such surety for the faithful performance of such contract and for the payment for all materials used in this work and for labor expended thereon as shall be approved and accepted by said City.

In submitting this bid it is understood that the right is reserved by the City of Buchanan to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days after the opening thereof.

Dated and signed at City of Buchanan State of Michigan
this 23rd day of December, 2024.

J + M Site Work LLC
Company Name

Mike Armstrong
Name of Bidder (Print or Type)

[Signature]
Signature of Bidder (Authorized Signature)

Title: Owner

Business Address: 2914 N US Hwy 31
Niles MI 49120

Telephone Number 269-845-5894 FAX Number _____

Cell Phone Number _____

E-Mail Address office@JMsitework.com

REPORT TO THE SECRETARY OF STATE
 BY THE ELECTION COORDINATING COMMITTEE OF
BUCHANAN COMMUNITY SCHOOLS SCHOOL DISTRICT
 FOR THE CONDUCT OF SCHOOL DISTRICT'S ELECTIONS

BERRIEN COUNTY, MICHIGAN
EFFECTIVE: JANUARY 2025

SCHOOL DISTRICT:	Buchanan Community Schools
COUNTY:	Berrien
COMPONENT JURISDICTIONS:	Buchanan City Bertrand Charter Township Buchanan Charter Township Galien Township Niles Charter Township Oronoko Charter Township Weesaw Township
ELECTION COORDINATOR:	Berrien County Clerk
ELECTION COORDINATING COMMITTEE MEMBERS:	Stacy Loar-Porter, Berrien County Clerk Kalla Langston-Weiss, Buchanan City Clerk Polly White, Bertrand Charter Township Clerk Wendi Heyliger, Buchanan Charter Township Clerk Jennifer Richter, Galien Township Clerk Daniel Pulaski, Niles Charter Township Clerk Michelle Bolin, Oronoko Charter Township Clerk Erika Burcham, Weesaw Township Clerk Buchanan Community Schools Board of Education Secretary/Designee
DATE OF ELECTION COORDINATING MEETING:	January __, 2025
ELECTION SCHEDULE:	Buchanan Community Schools School District shall conduct all regular elections on the first Tuesday following the first Monday in November of even years.
NUMBER OF BOARD POSITIONS TO BE ELECTED IN THE DISTRICT AND TERM LENGTHS:	There are seven (7) Buchanan Community Schools Board members; all are six (6) year terms. In November 2026 there will be three (3) positions to be elected to six-year terms. In November 2028, there will be two (2) positions to be elected to six-year terms.
EARLY VOTING	Early voting will only take place during each statewide and federal election for at least 9 consecutive days beginning on the second Saturday before the statewide or federal election and ending on the Sunday before the statewide or federal election, and will be provided for at least 8 hours each day during the required 9 consecutive days of early voting. MCL 168.620b(2)

	Early voting will not take place for any special school elections.
CLERKS THAT HAVE CHOSEN TO “OPT IN” AND CONDUCT THE SCHOOL DISTRICT ELECTION:	Kalla Langston-Weiss, Buchanan City Clerk Polly White, Bertrand Charter Township Clerk Wendi Heyliger, Buchanan Charter Township Clerk Jennifer Richter, Galien Township Clerk Daniel Pulaski, Niles Charter Township Clerk Michelle Bolin, Oronoko Charter Township Clerk Erika Burcham, Weesaw Township Clerk
CLERKS THAT HAVE CHOSEN TO “OPT OUT” AND NOT CONDUCT THE SCHOOL DISTRICT ELECTION:	Michelle Bolin, Oronoko Charter Township Clerk

CONDUCT OF THE BUCHANAN COMMUNITY SCHOOLS SCHOOL DISTRICT ELECTIONS:

1. Election Coordinator Duties and Responsibilities:

The County Clerk shall serve as the “Election Coordinator” for the Buchanan Community Schools School District and will be responsible for the following duties:

1. Receive all filing fees or nominating petitions and affidavits of identity from candidates for school board and petitions or resolutions for special elections. MCL 168.301(2)(a)
2. Receive all ballot proposal language. MCL 168.301(2)(d)
3. Enter elections in QVF.
4. Publish the “Notice of Registration” and “Notice of Election”. MCL 168.653(a)(2) Upon written request, the Secretary of the Board of Education/Designee may be provided copies of these notices if they wish to publish them in additional publications.
5. Certify candidates. MCL 168.301(2)(c)
6. Receive notices of withdrawal of candidate for school board. MCL 168.303
7. Program and code voting equipment.
8. Ballot set up, proofing, printing, and ordering ballots. MCL 168.689 et. Seq.
9. Order precinct supply kits. MCL 168.666
10. Coordinate the hiring, training and scheduling of election inspectors for county-wide Early Voting Site(s) only, if applicable. MCL 168.683
11. Store voted ballots for county-wide Early Voting Site(s) only, if applicable.
12. Conduct each election of the school district utilizing municipal precincts and polling locations for county-wide Early Voting Site(s) only, if applicable. MCL 168.305(4)
13. Notify the district electors if there is a change in the location of the polling place for county-wide Early Voting Site(s) only, if applicable. MCL 168.305(4)
14. Make voting systems available for conduct of a school election for county-wide Early Voting Site(s) only, if applicable. MCL 168.301(4)(b)
15. Open all precincts; deliver and pick up all equipment for county-wide Early Voting Site(s) only, if applicable.
16. Conduct all testing of machines and ballots required; complete appropriate paperwork; do public accuracy testing, etc. for county-wide Early Voting Site(s) only, if applicable. MCL 168.778
17. Accumulate official totals on election night. MCL 168.798
18. Canvass election, certify results, and mail Certificates of Election of candidates within 5 days after canvass certification. MCL 168.307(1); MCL 168.308
19. Provide Election Day “support”.

20. Mail canvass reports to school districts.
21. Send Treasurer's Certificate to County Treasurer when necessary.
22. Present election results to the County Board of Canvassers for the Official Canvass of the school election. MCL 168.307
23. Present a verified account of the actual costs of conducting any school election no later than 84 days after the date of that election to the school Superintendent. MCL 168.315

2. City and/or Township Clerks Duties and Responsibilities (Opt In):

The City and/or Township Clerks for the Buchanan Community Schools School District shall perform the following duties:

1. Conduct each election of the school district utilizing municipal precincts and polling locations. MCL 168.305(4)
2. Notify the district electors if there is a change in the location of the polling place. MCL 168.305(4)
3. Distribute, receive and process absentee applications and ballots. MCL 168.301(4)(a)
4. Issue absent voter ballots. MCL 168.301(2)(e)
5. Make voting systems available for conduct of a school election. MCL 168.301(4)(b)
6. Open all precincts; deliver and pick up all equipment.
7. Conduct all testing of machines and ballots required; complete appropriate paperwork; do public accuracy testing, etc. MCL 168.778
8. Post the "Notice of Registration" and "Notice of Election" in the precincts. MCL 168.653(a)(1)
9. Meet statutory requirements for availability during filing deadlines, voter registration, absentee voting on Election Day.
10. Perform all tasks necessary on local level to conduct accurate election.
11. Submit ballot quantities by precinct and school district to County.
12. Coordinate the hiring, training and scheduling of election inspectors. MCL 168.683
13. Keep updated QVF files/print appropriate lists for all precincts within own jurisdiction.
14. Procure the necessary qualified voter file precinct lists. MCL 168.301(2)(b)
15. Store voted ballots.
16. Present a verified account of the actual costs of conducting any school election no later than 84 days after the date of that election to the school Superintendent. MCL 168.315

3. City and/or Township Clerks Duties and Responsibilities (Opt Out):

The City and/or Township Clerks for the Buchanan Community Schools School District shall perform the following duties:

1. Notify affected voters of any polling place changes.
2. Any duties required by law that cannot be given to another clerk.
3. Provide voting equipment, at the discretion of clerk handling those voters.
4. Issue AV Ballots (including MOVE ballots).
5. Maintaining the permanent AV list.
6. Report and hold office hours the weekend immediately preceding the election.
7. Open Clerk's Office on Election Day from 7am – 8pm for voter registration and AV ballot issuance.
8. Receive AV ballots and update in the QVF.
9. Deliver AV ballots to clerk responsible for tabulating AV ballots.
10. Complete required post-election reports.

4. Secretary of School Board Duties and Responsibilities:

The Secretary of the Board of Education (Secretary) shall perform the following duties:

1. No later than the 12th Tuesday before the election date, the Secretary shall certify to the County Clerk the wording of a ballot question to be submitted to the voters at a regular or special election at which no state or federal officers are to be voted on. MCL 168.646a
2. The Secretary of the School Board shall forward a copy of the Acceptance of Office from elected candidate(s) to the Election Coordinator. This Acceptance of office must be filed by the newly elected candidate within 10 business days of being issued a Certificate of Election. MCL 168.308 and MCL 168.309
3. The Secretary of the School Board shall administer and accept the filing of the Oath of Office for each elected candidate provided in Article XI, Section 1, of the State Constitution. MCL 168.310(1)
4. Within 3 days after the appointment to fill a vacancy, the Secretary shall provide written notice of appointment to the County Clerk. Notice shall include the name, address, and office of person who vacated and the name of the person filling such vacancy. MCL 168.311
5. The School Board shall pay or disapprove all or a portion of the verified account of actual costs of conducting the election within 84 days after receiving the verified account. MCL 168.315

5. Polling Locations:

Polling places shall be the same as the regular city and township polling places and may be consolidated upon approval from the Berrien County election commission. Consolidation requires a resolution be adopted by the appropriate election commission(s) at least 60 calendar days prior to an election. MCL 168.659 Consolidation is only permitted if the consolidated precinct will not contain more than 5,000 active registered voters. If no other election is held on the same day as a school election, the following precincts may be consolidated:

Oronoko Charter Township voters will consolidate with Buchanan Charter Township.

If precincts are consolidated and the change requires voters to go to a different location/address, the appropriate notices shall be mailed or other method designed to provide actual notice to the registered electors. On the day of the election, the election commission must post a notice of the polling place location change at each polling place location eliminated for the election. The notice must provide directions to the new polling place location established for the precinct. (MCL 168.659 as amended under PA 298 of 2004)

In accordance with MCL 168.305 the Election Coordinating Committee met on January ____, 2025 to review and, if necessary, alter the election arrangements set forth in the previous report adopted in January 2017.

The agreement shall remain in effect until December 31, 2028, or until such time as a revised Report is filed with the State of Michigan, Department of State, Bureau of Elections.

This Report sets forth the arrangements that are agreed upon for the conduct of Buchanan Community Schools School District elections. If there is a conflict between this Agreement and applicable laws, despite anything in the Agreement that may state otherwise, this Agreement will be considered changed to the extent necessary to comply with the law. This Report is submitted to the Secretary of State by the members of the Buchanan Community Schools School District Coordinating Committee.

Date: January ____, 2025

Stacy Loar-Porter, Berrien County Clerk
School District Election Coordinator

Date: January ____, 2025

Kalla Langston-Weiss, Buchanan City Clerk

Date: January ____, 2025

Polly White, Bertrand Charter Township Clerk

Date: January____, 2025

Wendi Heyliger, Buchanan Charter Township Clerk

Date: January____, 2025

Jennifer Richter, Galien Township Clerk

Date: January____, 2025

Daniel Pulaski, Niles Charter Township Clerk

Date: January____, 2025

Michelle Bolin, Oronoko Charter Township Clerk

Date: January____, 2025

Erika Burcham, Weesaw Township Clerk

Date: January____, 2025

Buchanan Community Schools School District Board of Education
Secretary/Designee

REPORT TO THE SECRETARY OF STATE
 BY THE ELECTION COORDINATING COMMITTEE OF
LAKE MICHIGAN COLLEGE
 FOR THE CONDUCT OF SCHOOL DISTRICT'S ELECTIONS

BERRIEN COUNTY, MICHIGAN
EFFECTIVE: JANUARY 2025

SCHOOL DISTRICT:	Lake Michigan College
COUNTY:	Berrien, Allegan, Van Buren
COMPONENT JURISDICTIONS: Benton Harbor City Bridgman City Buchanan City Coloma City New Buffalo City Niles City St. Joseph City Watervliet City Bainbridge Township Baroda Township Benton Charter Township Berrien Township Bertrand Charter Township Buchanan Charter Township Chikaming Township Coloma Charter Township Galien Township Hagar Township Lake Charter Township	COMPONENT JURISDICTIONS (con't.): Lincoln Charter Township New Buffalo Township Niles Charter Township Oronoko Charter Township Pipestone Township Royalton Township St. Joseph Charter Township Sodus Township Three Oaks Township Watervliet Charter Township Weesaw Township Casco Township, Allegan County South Haven City, Allegan and Van Buren Counties Covert Township, Van Buren County Geneva Township, Van Buren County South Haven Charter Township, Van Buren County
ELECTION COORDINATOR:	Berrien County Clerk
ELECTION COORDINATING COMMITTEE MEMBERS: Stacy Loar-Porter, Berrien County Clerk Bob Genetski, Allegan County Clerk Suzie Roehm, Van Buren County Clerk Dr. Trevor Kubatzke, Lake Michigan College President Tiffany Moore, Benton Harbor City Clerk Christine Fisher, Bridgman City Clerk Kalla Langston-Weiss, Buchanan City Clerk Kelly Clements, Coloma City Clerk Amy Fidler, New Buffalo City Clerk Tina Bergman, Niles City Clerk Abby Bishop, St. Joseph City Clerk Melanie Marvin, Watervliet City Clerk Patty Hiler-Molter, Bainbridge Township Clerk Christina Price, Baroda Township Clerk Carolyn Phillips, Benton Charter Township Clerk Mary Jane Dean, Berrien Township Clerk Polly White, Bertrand Charter Township Clerk Wendi Heyliger, Buchanan Charter Township Clerk	ELECTION COORDINATING COMMITTEE MEMBERS (con't.): Sheila Hickmott, Coloma Charter Township Clerk Jennifer Richter, Galien Township Clerk Tom Allen, Hagar Township Clerk Miranda Companion, Lake Charter Township Clerk Michael Brown, Lincoln Charter Township Clerk Michelle Hannon, New Buffalo Township Clerk Daniel Pulaski, Niles Charter Township Clerk Michelle Bolin, Oronoko Charter Township Clerk Karen Basham, Pipestone Township Clerk Rachel Bernard, Royalton Township Clerk Patrice Rose, St. Joseph Charter Township Clerk Cheryl Andres, Sodus Township Clerk Marcie Miles, Three Oaks Township Clerk Linda Rizzo, Watervliet Charter Township Clerk Erika Burcham, Weesaw Township Clerk Cheryl Brenner, Casco Township Clerk Megan Kiker, South Haven City Clerk Wednesday Pritchard, Covert Township Clerk Brandie Rainey, Geneva Township Clerk

Paula Dudiak, Chikaming Township Clerk	Brenda Bertorelli, South Haven Charter Township Clerk
DATE OF ELECTION COORDINATING MEETING:	January __, 2025
ELECTION SCHEDULE:	Lake Michigan College shall conduct all regular elections on the first Tuesday following the first Monday in November of even years.
NUMBER OF BOARD POSITIONS TO BE ELECTED IN THE DISTRICT AND TERM LENGTHS:	There are seven (7) Lake Michigan College Board Trustees; all are six (6) year terms. In November 2026 there will be three (3) positions to be elected to six-year terms. In November 2028, there will be two (2) positions to be elected to six-year terms.
EARLY VOTING:	<p>Early voting will only take place during each statewide and federal election for at least 9 consecutive days beginning on the second Saturday before the statewide or federal election and ending on the Sunday before the statewide or federal election, and will be provided for at least 8 hours each day during the required 9 consecutive days of early voting. MCL 168.620b(2)</p> <p>Early voting will not take place for any special school elections.</p>
<p>CLERKS THAT HAVE CHOSEN TO “OPT IN” AND CONDUCT THE SCHOOL DISTRICT ELECTION:</p> <p>Tiffany Moore, Benton Harbor City Clerk Christine Fisher, Bridgman City Clerk Kalla Langston-Weiss, Buchanan City Clerk Kelly Clements, Coloma City Clerk Amy Fidler, New Buffalo City Clerk Tina Bergman, Niles City Clerk Abby Bishop, St. Joseph City Clerk Melanie Marvin, Watervliet City Clerk Patty Hiler-Molter, Bainbridge Township Clerk Christina Price, Baroda Township Clerk Carolyn Phillips, Benton Charter Township Clerk Mary Jane Dean, Berrien Township Clerk Polly White, Bertrand Charter Township Clerk Wendi Heyliger, Buchanan Charter Township Clerk Paula Dudiak, Chikaming Township Clerk Sheila Hickmott, Coloma Charter Township Clerk Jennifer Richter, Galien Township Clerk Tom Allen, Hagar Township Clerk Miranda Companion, Lake Charter Township Clerk</p>	<p>CLERKS THAT HAVE CHOSEN TO “OPT IN” AND CONDUCT THE SCHOOL DISTRICT ELECTION (con’t.):</p> <p>Michael Brown, Lincoln Charter Township Clerk Michelle Hannon, New Buffalo Township Clerk Daniel Pulaski, Niles Charter Township Clerk Michelle Bolin, Oronoko Charter Township Clerk Karen Basham, Pipestone Township Clerk Rachel Bernard, Royalton Township Clerk Patrice Rose, St. Joseph Charter Township Clerk Cheryl Andres, Sodus Township Clerk Marcie Miles, Three Oaks Township Clerk Linda Rizzo, Watervliet Charter Township Clerk Erika Burcham, Weesaw Township Clerk Cheryl Brenner, Casco Township Clerk Megan Kiker, South Haven City Clerk Wednesday Pritchard, Covert Township Clerk Brandie Rainey, Geneva Township Clerk Brenda Bertorelli, South Haven Charter Township Clerk</p>
CLERKS THAT HAVE CHOSEN TO “OPT OUT” AND NOT CONDUCT THE SCHOOL DISTRICT ELECTION:	N/A

CONDUCT OF THE LAKE MICHIGAN COLLEGE SCHOOL DISTRICT ELECTIONS:

1. Election Coordinator Duties and Responsibilities:

The County Clerk shall serve as the “Election Coordinator” for Lake Michigan College School District and will be responsible for the following duties:

1. Receive all filing fees or nominating petitions and affidavits of identity from candidates for school board and petitions or resolutions for special elections. MCL 168.301(2)(a)
2. Receive all ballot proposal language. MCL 168.301(2)(d)
3. Enter elections in QVF.
4. Publish the “Notice of Registration” and “Notice of Election”. MCL 168.653(a)(2) Upon written request, the designated representative of Lake Michigan College may be provided copies of these notices if they wish to publish them in additional publications.
5. Certify candidates. MCL 168.301(2)(c)
6. Receive notices of withdrawal of candidate for school board. MCL 168.303
7. * Program and code voting equipment.
8. * Ballot set up, proofing, printing, and ordering ballots. MCL 168.689 et. Seq.
9. * Order precinct supply kits. MCL 168.666
10. * Coordinate the hiring, training and scheduling of election inspectors for county-wide Early Voting Site(s) only, if applicable. MCL 168.683
11. * Store voted ballots for county-wide Early Voting Site(s) only, if applicable.
12. * Conduct each election of the school district utilizing municipal precincts and polling locations for county-wide Early Voting Site(s) only, if applicable. MCL 168.305(4)
13. * Notify the district electors if there is a change in the location of the polling place for county-wide Early Voting Site(s) only, if applicable. MCL 168.305(4)
14. * Make voting systems available for conduct of a school election for county-wide Early Voting Site(s) only, if applicable. MCL 168.301(4)(b)
15. * Open all precincts; deliver and pick up all equipment for county-wide Early Voting Site(s) only, if applicable.
16. * Conduct all testing of machines and ballots required; complete appropriate paperwork; do public accuracy testing, etc. for county-wide Early Voting Site(s) only, if applicable. MCL 168.778
17. * Accumulate official totals on election night. MCL 168.798
18. * Canvass election and certify results. MCL 168.307(1)
19. Mail Certificates of Election of candidates within 5 days after canvass certification. MCL 168.308
20. * Provide Election Day “support”.
21. * Mail canvass reports to school districts.
22. * Send Treasurer’s Certificate to County Treasurer when necessary.
23. * Present election results to the County Board of Canvassers for the Official Canvass of the school election. MCL 168.307
24. * Present a verified account of the actual costs of conducting any school election no later than 84 days after the date of that election to the designated representative of Lake Michigan College. MCL 168.315

* Each County Clerk who is member to this agreement will communicate with the Election Coordinator and conduct the necessary duties above on behalf of their own county.

2. City and/or Township Clerks Duties and Responsibilities (Opt In):

The City and/or Township Clerks for the Lake Michigan College School District shall perform the following duties:

1. Conduct each election of the school district utilizing municipal precincts and polling locations. MCL 168.305(4)

2. Notify the district electors if there is a change in the location of the polling place. MCL 168.305(4)
3. Distribute, receive and process absentee applications and ballots. MCL 168.301(4)(a)
4. Issue absent voter ballots. MCL 168.301(2)(e)
5. Make voting systems available for conduct of a school election. MCL 168.301(4)(b)
6. Open all precincts; deliver and pick up all equipment.
7. Conduct all testing of machines and ballots required; complete appropriate paperwork; do public accuracy testing, etc. MCL 168.778
8. Post the "Notice of Registration" and "Notice of Election" in the precincts. MCL 168.653(a)(1)
9. Meet statutory requirements for availability during filing deadlines, voter registration, absentee voting on Election Day.
10. Perform all tasks necessary on local level to conduct accurate election.
11. Submit ballot quantities by precinct and school district to County.
12. Coordinate the hiring, training and scheduling of election inspectors. MCL 168.683
13. Keep updated QVF files/print appropriate lists for all precincts within own jurisdiction.
14. Procure the necessary qualified voter file precinct lists. MCL 168.301(2)(b)
15. Store voted ballots.
16. Present a verified account of the actual costs of conducting any school election no later than 84 days after the date of that election to the designated representative of Lake Michigan College. MCL 168.315

3. City and/or Township Clerks Duties and Responsibilities (Opt Out):

The City and/or Township Clerks for the Lake Michigan College School District shall perform the following duties:

1. Notify affected voters of any polling place changes.
2. Any duties required by law that cannot be given to another clerk.
3. Provide voting equipment, at the discretion of clerk handling those voters.
4. Issue AV Ballots (including MOVE ballots).
5. Maintaining the permanent AV list.
6. Report and hold office hours the weekend immediately preceding the election.
7. Open Clerk's Office on Election Day from 7am – 8pm for voter registration and AV ballot issuance.
8. Receive AV ballots and update in the QVF.
9. Deliver AV ballots to clerk responsible for tabulating AV ballots.
10. Complete required post-election reports.

4. Secretary of Board of Trustees/Designee Duties and Responsibilities:

The Secretary of the Lake Michigan College Board of Trustees/ designated representative of Lake Michigan College (Secretary) shall perform the following duties:

1. No later than the 12th Tuesday before the election date, the Secretary shall certify to the County Clerk the wording of a ballot question to be submitted to the voters at a regular or special election at which no state or federal officers are to be voted on. MCL 168.646a
2. The Secretary shall forward a copy of the Acceptance of Office from elected candidate(s) to the Election Coordinator. This Acceptance of office must be filed by the newly elected candidate within 10 business days of being issued a Certificate of Election. MCL 168.308 and MCL 168.309
3. The Secretary shall administer and accept the filing of the Oath of Office for each elected candidate provided in Article XI, Section 1, of the State Constitution. MCL 168.310(1)
4. Within 3 days after the appointment to fill a vacancy, the Secretary shall provide written notice of appointment to the County Clerk. Notice shall include the name, address, and office of person who vacated and the name of the person filling such vacancy. MCL 168.311
5. Lake Michigan College shall pay or disapprove all or a portion of the verified account of actual costs of conducting the election within 84 days after receiving the verified account. MCL 168.315

5. Polling Locations:

Polling places shall be the same as the regular city and township polling places and may be consolidated upon approval from the Berrien County election commission. Consolidation requires a resolution be adopted by the appropriate election commission(s) at least 60 calendar days prior to an election. MCL 168.659 Consolidation is only permitted if the consolidated precinct will not contain more than 5,000 active registered voters.

If precincts are consolidated and the change requires voters to go to a different location/address, the appropriate notices shall be mailed or other method designed to provide actual notice to the registered electors. On the day of the election, the election commission must post a notice of the polling place location change at each polling place location eliminated for the election. The notice must provide directions to the new polling place location established for the precinct. (MCL 168.659 as amended under PA 298 of 2004)

In accordance with MCL 168.305 the Election Coordinating Committee met on January ____, 2025 to review and, if necessary, alter the election arrangements set forth in the previous report adopted in January 2017.

The agreement shall remain in effect until December 31, 2028, or until such time as a revised Report is filed with the State of Michigan, Department of State, Bureau of Elections.

This Report sets forth the arrangements that are agreed upon for the conduct of Lake Michigan College School District elections. If there is a conflict between this Agreement and applicable laws, despite anything in the Agreement that may state otherwise, this Agreement will be considered changed to the extent necessary to comply with the law. This Report is submitted to the Secretary of State by the members of the Lake Michigan College School District Coordinating Committee.

Date: January ____, 2025

Stacy Loar-Porter, Berrien County Clerk
School District Election Coordinator

Date: January ____, 2025

Bob Genetski, Allegan County Clerk

Date: January ____, 2025

Suzie Roehm, Van Buren County Clerk

Date: January ____, 2025

Dr. Trevor Kubatzke, Lake Michigan College President

Date: January ____, 2025

Tiffany Moore, Benton Harbor City Clerk

Date: January ____, 2025

Christine Fisher, Bridgman City Clerk

Date: January ____, 2025

Kalla Langston-Weiss, Buchanan City Clerk

Date: January ____, 2025

Kelly Clements, Coloma City Clerk

Date: January ____, 2025

Amy Fidler, New Buffalo City Clerk

Date: January ____, 2025

Tina Bergman, Niles City Clerk

Date: January____, 2025

Abby Bishop, St. Joseph City Clerk

Date: January____, 2025

Melanie Marvin, Watervliet City Clerk

Date: January____, 2025

Patty Hiler-Molter, Bainbridge Township Clerk

Date: January____, 2025

Christina Price, Baroda Township Clerk

Date: January____, 2025

Carolyn Phillips, Benton Charter Township Clerk

Date: January____, 2025

Mary Jane Dean, Berrien Township Clerk

Date: January____, 2025

Polly White, Bertrand Charter Township Clerk

Date: January____, 2025

Wendi Heyliger, Buchanan Charter Township Clerk

Date: January____, 2025

Paula Dudiak, Chikaming Township Clerk

Date: January____, 2025

Sheila Hickmott, Coloma Charter Township Clerk

Date: January____, 2025

Jennifer Richter, Galien Township Clerk

Date: January____, 2025

Tom Allen, Hagar Township Clerk

Date: January____, 2025

Miranda Companion, Lake Charter Township Clerk

Date: January____, 2025

Michael Brown, Lincoln Charter Township Clerk

Date: January____, 2025

Michelle Hannon, New Buffalo Township Clerk

Date: January____, 2025

Daniel Pulaski, Niles Charter Township Clerk

Date: January____, 2025

Michelle Bolin, Oronoko Charter Township Clerk

Date: January____, 2025

Karen Basham, Pipestone Township Clerk

Date: January____, 2025

Rachel Bernard, Royalton Township Clerk

Date: January____, 2025

Patrice Rose, St. Joseph Charter Township Clerk

Date: January____, 2025

Cheryl Andres, Sodus Township Clerk

Date: January____, 2025

Marcie Miles, Three Oaks Township Clerk

Date: January____, 2025

Linda Rizzo, Watervliet Charter Township Clerk

Date: January____, 2025

Erika Burcham, Weesaw Township Clerk

Date: January____, 2025

Cheryl Brenner, Casco Township Clerk

Date: January____, 2025

Megan Kiker, South Haven City Clerk

Date: January____, 2025

Wednesday Pritchard, Covert Township Clerk

Date: January____, 2025

Brandie Rainey, Geneva Township Clerk

Date: January____, 2025

Brenda Bertorelli, South Haven Charter Township Clerk

REPORT TO THE SECRETARY OF STATE
 BY THE ELECTION COORDINATING COMMITTEE OF
BERRIEN REGIONAL EDUCATION SERVICE AGENCY (RESA)
 FOR THE CONDUCT OF SCHOOL DISTRICT'S ELECTIONS

BERRIEN COUNTY, MICHIGAN
EFFECTIVE: JANUARY 2025

SCHOOL DISTRICT:	Berrien Regional Education Service Agency (RESA)
COUNTY:	Berrien, Cass, Van Buren
Benton Harbor City Bridgman City Buchanan City Coloma City New Buffalo City Niles City St. Joseph City Watervliet City Bainbridge Township Baroda Township Benton Charter Township Berrien Township Bertrand Charter Township Buchanan Charter Township Chikaming Township Coloma Charter Township Galien Township Hagar Township Lake Charter Township	COMPONENT JURISDICTIONS (con't.): Lincoln Charter Township New Buffalo Township Niles Charter Township Oronoko Charter Township Pipestone Township Royalton Township St. Joseph Charter Township Sodus Township Three Oaks Township Watervliet Charter Township Weesaw Township Howard Township, Cass County Milton Township, Cass County Pokagon Township, Cass County Silver Creek Township, Cass County Covert Township, Van Buren County Hartford Township, Van Buren County Keeler Township, Van Buren County
ELECTION COORDINATOR:	Berrien County Clerk
ELECTION COORDINATING COMMITTEE MEMBERS: Stacy Loar-Porter, Berrien County Clerk Monica McMichael, Cass County Clerk Suzie Roehm, Van Buren County Clerk John Proos, RESA Board Secretary Tiffany Moore, Benton Harbor City Clerk Christine Fisher, Bridgman City Clerk Kalla Langston-Weiss, Buchanan City Clerk Kelly Clements, Coloma City Clerk Amy Fidler, New Buffalo City Clerk Tina Bergman, Niles City Clerk Abby Bishop, St. Joseph City Clerk Melanie Marvin, Watervliet City Clerk Patty Hiler-Molter, Bainbridge Township Clerk Christina Price, Baroda Township Clerk Carolyn Phillips, Benton Charter Township Clerk Mary Jane Dean, Berrien Township Clerk Polly White, Bertrand Charter Township Clerk Wendi Heyliger, Buchanan Charter Township Clerk Paula Dudiak, Chikaming Township Clerk Sheila Hickmott, Coloma Charter Township Clerk	ELECTION COORDINATING COMMITTEE MEMBERS (con't.): Tom Allen, Hagar Township Clerk Miranda Companion, Lake Charter Township Clerk Michael Brown, Lincoln Charter Township Clerk Michelle Hannon, New Buffalo Township Clerk Daniel Pulaski, Niles Charter Township Clerk Michelle Bolin, Oronoko Charter Township Clerk Karen Basham, Pipestone Township Clerk Rachel Bernard, Royalton Township Clerk Patrice Rose, St. Joseph Charter Township Clerk Cheryl Andres, Sodus Township Clerk Marcie Miles, Three Oaks Township Clerk Linda Rizzo, Watervliet Charter Township Clerk Erika Burcham, Weesaw Township Clerk Sheri Wozniak, Howard Township Clerk Kristen Barrera, Milton Township Clerk Christina Davis, Pokagon Township Clerk Jessica Honn, Silver Creek Township Clerk Wednesday Pritchard, Covert Township Clerk Julie Sweet, Hartford Township Clerk Angie Sexton, Keeler Township Clerk

Jennifer Richter, Galien Township Clerk	
DATE OF ELECTION COORDINATING MEETING:	January __, 2025
ELECTION SCHEDULE:	The Berrien Regional Education Service Agency (RESA) shall conduct all regular elections on the first Monday in June. This election shall be conducted in the same manner as past RESA school board elections. RESA shall conduct all special elections on one of the four "fixed" dates as required by Michigan statute.
NUMBER OF BOARD POSITIONS TO BE ELECTED IN THE DISTRICT AND TERM LENGTHS:	There are five (5) RESA board members; all are six (6) year terms. There are two (2) six-year term positions to be elected in 2025, one (1) six-year term position to be elected in 2027, and two (2) six-year term positions to be elected in 2029.
EARLY VOTING:	<p>Early voting will only take place during each statewide and federal election for at least 9 consecutive days beginning on the second Saturday before the statewide or federal election and ending on the Sunday before the statewide or federal election, and will be provided for at least 8 hours each day during the required 9 consecutive days of early voting. MCL 168.620b(2)</p> <p>Early voting will not take place for any special school elections.</p>
<p>CLERKS THAT HAVE CHOSEN TO “OPT IN” AND CONDUCT THE SCHOOL DISTRICT ELECTION:</p> <p>Stacy Loar-Porter, Berrien County Clerk Monica McMichael, Cass County Clerk Suzie Roehm, Van Buren County Clerk Dr. Trevor Kubatzke, Lake Michigan College President Tiffany Moore, Benton Harbor City Clerk Christine Fisher, Bridgman City Clerk Kalla Langston-Weiss, Buchanan City Clerk Kelly Clements, Coloma City Clerk Amy Fidler, New Buffalo City Clerk Tina Bergman, Niles City Clerk Abby Bishop, St. Joseph City Clerk Melanie Marvin, Watervliet City Clerk Patty Hiler-Molter, Bainbridge Township Clerk Christina Price, Baroda Township Clerk Carolyn Phillips, Benton Charter Township Clerk Mary Jane Dean, Berrien Township Clerk Polly White, Bertrand Charter Township Clerk Wendi Heyliger, Buchanan Charter Township Clerk Paula Dudiak, Chikaming Township Clerk Sheila Hickmott, Coloma Charter Township Clerk</p>	<p>CLERKS THAT HAVE CHOSEN TO “OPT IN” AND CONDUCT THE SCHOOL DISTRICT ELECTION (con’t.):</p> <p>Jennifer Richter, Galien Township Clerk Tom Allen, Hagar Township Clerk Miranda Companion, Lake Charter Township Clerk Michael Brown, Lincoln Charter Township Clerk Michelle Hannon, New Buffalo Township Clerk Daniel Pulaski, Niles Charter Township Clerk Michelle Bolin, Oronoko Charter Township Clerk Karen Basham, Pipestone Township Clerk Rachel Bernard, Royalton Township Clerk Patrice Rose, St. Joseph Charter Township Clerk Cheryl Andres, Sodus Township Clerk Marcie Miles, Three Oaks Township Clerk Linda Rizzo, Watervliet Charter Township Clerk Erika Burcham, Weesaw Township Clerk Sheri Wozniak, Howard Township Clerk Kristen Barrera, Milton Township Clerk Christina Davis, Pokagon Township Clerk Jessica Honn, Silver Creek Township Clerk Wednesday Pritchard, Covert Township Clerk Julie Sweet, Hartford Township Clerk Angie Sexton, Keeler Township Clerk</p>

CLERKS THAT HAVE CHOSEN NOT TO CONDUCT THE SCHOOL DISTRICT ELECTION:

N/A

**CONDUCT OF THE BERRIEN REGIONAL EDUCATION SERVICE AGENCY (RESA)
SCHOOL DISTRICT ELECTIONS:**

1. Election Coordinator Duties and Responsibilities:

The County Clerk shall serve as the "Election Coordinator" for the Berrien Regional Education Service Agency (RESA) and will be responsible for the following duties:

1. Receive all filing fees or nominating petitions and affidavits of identity from candidates for school board and petitions for special elections.** MCL 168.301(2)(a) and MCL 380.614
2. Receive all ballot proposal language.** MCL 168.301(2)(d) and MCL 380.614
3. Enter elections in QVF.
4. Publish the "Notice of Registration" and "Notice of Election" in addition to creating the respective notices for posting in the precincts. MCL 168.653(a)(1) Upon written request, the designated representative of RESA may be provided copies of these notices if they wish to publish them in additional publications.
5. Certify candidates. MCL 168.301(2)(c)
6. Receive notices of withdrawal of candidate for school board. MCL 168.303
7. * Program and code voting equipment.
8. * Ballot set up, layout, proofing, printing, and ordering ballots. MCL 168.689 et. Seq.
9. * Order precinct supply kits. MCL 168.666
10. * Coordinate the hiring, training and scheduling of election inspectors for county-wide Early Voting Site(s) only, if applicable. MCL 168.683
11. * Store voted ballots for county-wide Early Voting Site(s) only, if applicable.
12. * Conduct each election of the school district utilizing municipal precincts and polling locations for county-wide Early Voting Site(s) only, if applicable. MCL 168.305(4)
13. * Notify the district electors if there is a change in the location of the polling place for county-wide Early Voting Site(s) only, if applicable. MCL 168.305(4)
14. * Make voting systems available for conduct of a school election for county-wide Early Voting Site(s) only, if applicable. MCL 168.301(4)(b)
15. * Open all precincts; deliver and pick up all equipment for county-wide Early Voting Site(s) only, if applicable.
16. * Conduct all testing of machines and ballots required; complete appropriate paperwork; do public accuracy testing, etc. for county-wide Early Voting Site(s) only, if applicable. MCL 168.778
17. * Accumulate official totals on election night. MCL 168.798
18. * Canvass election and certify results. MCL 168.307(1)
19. * Mail canvass reports to school districts.
20. Mail Certificates of Election of candidates within 5 days after canvass certification. MCL 168.308
21. * Provide Election Day "support".
22. * Send Treasurer's Certificate to County Treasurer when necessary.
23. * Present election results to the County Board of Canvassers for the Official Canvass of the school election. MCL 168.307
24. * Present a verified account of the actual costs of conducting any school election no later than 84 days after the date of that election to the school Superintendent. MCL 168.315

* Each County Clerk who is member to this agreement will communicate with the Election Coordinator and conduct the necessary duties above on behalf of their own county.

** "The election of board members is conducted pursuant to MCL 380.614(1) and (2) at a meeting of the electoral body with the chairperson and secretary as designated hereunder."

2. City and/or Township Clerks Duties and Responsibilities (Opt In):

The City and/or Township Clerks for the Berrien Regional Education Service Agency (RESA) shall perform the following duties:

- 1. Conduct each election of the school district utilizing municipal precincts and polling locations. MCL 168.305(4)
- 2. Notify the district electors if there is a change in the location of the polling place. MCL 168.305(4)
- 3. Distribute, receive and process absentee applications and ballots. MCL 168.301(4)(a)
- 4. Issue absent voter ballots. MCL 168.301(2)(e)
- 5. Make voting systems available for conduct of a school election. MCL 168.301(4)(b)
- 6. Open all precincts; deliver and pick up all equipment.
- 7. Conduct all testing of machines and ballots required; complete appropriate paperwork; do public accuracy testing, etc. MCL 168.778
- 8. Post the "Notice of Registration" and "Notice of Election" in the precincts. MCL 168.653(a)(1)
- 9. Meet statutory requirements for availability during filing deadlines, voter registration, absentee voting on Election Day.
- 10. Perform all tasks necessary on local level to conduct accurate election.
- 11. Submit ballot quantities by school district, by precinct to County.
- 12. Coordinate the hiring, training and scheduling of election inspectors. MCL 168.683
- 13. Keep updated QVF files/print appropriate lists for all precincts within own jurisdiction.
- 14. Procure the necessary qualified voter file precinct lists. MCL 168.301(2)(b)
- 15. Store voted ballots.
- 16. Present a verified account of the actual costs of conducting any school election no later than 84 days after the date of that election to the school Superintendent. MCL 168.315

3. City and/or Township Clerks Duties and Responsibilities (Opt Out):

The City and/or Township Clerks for the Berrien Regional Education Service Agency (RESA) shall perform the following duties:

- 1. Notify affected voters of any polling place changes.
- 2. Any duties required by law that cannot be given to another clerk.
- 3. Provide voting equipment, at the discretion of clerk handling those voters.
- 4. Issue AV Ballots (including MOVE ballots).
- 5. Maintaining the permanent AV list.
- 6. Report and hold office hours the weekend immediately preceding the election.
- 7. Open Clerk's Office on Election Day from 7am – 8pm for voter registration and AV ballot issuance.
- 8. Receive AV ballots and update in the QVF.
- 9. Deliver AV ballots to clerk responsible for tabulating AV ballots.
- 10. Complete required post-election reports.

4. Secretary of School Board Duties and Responsibilities:

The Secretary of the Board of Education (Secretary) shall perform the following duties:

- 1. No later than the 12th Tuesday before the election date, the Secretary shall certify to the County Clerk the wording of a ballot question to be submitted to the voters at a regular or special election at which no state or federal officers are to be voted on. MCL 168.646a
- 2. The Secretary shall forward a copy of the Acceptance of Office from elected candidate(s) to the Election Coordinator. This Acceptance of office must be filed by the newly elected candidate within 10 business days of being issued a Certificate of Election. MCL 168.308 and MCL 168.309
- 3. The Secretary shall administer and accept the filing of the Oath of Office for each elected candidate provided in Article XI, Section 1, of the State Constitution. MCL 168.310(1)
- 4. Within 3 days after the appointment to fill a vacancy, the Secretary shall provide written notice of appointment to the County Clerk. Notice shall include the name, address, and office of person who vacated and the name of the person filling such vacancy. MCL 168.311

- 5. RESA shall pay or disapprove all or a portion of the verified account of actual costs of conducting the election within 84 days after receiving the verified account. MCL 168.315

5. Polling Locations:

Polling places shall be the same as the regular city and township polling places and may be consolidated upon approval from the Berrien County election commission. Consolidation requires a resolution be adopted by the appropriate election commission(s) at least 60 calendar days prior to an election. MCL 168.659 Consolidation is only permitted if the consolidated precinct will not contain more than 5,000 active registered voters.

If precincts are consolidated and the change requires voters to go to a different location/address, the appropriate notices shall be mailed or other method designed to provide actual notice to the registered electors. On the day of the election, the election commission must post a notice of the polling place location change at each polling place location eliminated for the election. The notice must provide directions to the new polling place location established for the precinct. (MCL 168.659 as amended under PA 298 of 2004)

In accordance with MCL 168.305 the Election Coordinating Committee met on January ____, 2025 to review and, if necessary, alter the election arrangements set forth in the previous report adopted in January 2017.

The agreement shall remain in effect until December 31, 2028, or until such time as a revised Report is filed with the State of Michigan, Department of State, Bureau of Elections.

This Report sets forth the arrangements that are agreed upon for the conduct of RESA School District elections. If there is a conflict between this Agreement and applicable laws, despite anything in the Agreement that may state otherwise, this Agreement will be considered changed to the extent necessary to comply with the law. This Report is submitted to the Secretary of State by the members of the RESA School District Coordinating Committee.

Date: January ____, 2025

Stacy Loar-Porter, Berrien County Clerk
School District Election Coordinator

Date: January ____, 2025

Monica McMichael, Cass County Clerk

Date: January ____, 2025

Suzie Roehm, Van Buren County Clerk

Date: January ____, 2025

John Proos, RESA Board Secretary

Date: January ____, 2025

Tiffany Moore, Benton Harbor City Clerk

Date: January ____, 2025

Christine Fisher, Bridgman City Clerk

Date: January ____, 2025

Kalla Langston-Weiss, Buchanan City Clerk

Date: January ____, 2025

Kelly Clements, Coloma City Clerk

Date: January ____, 2025

Amy Fidler, New Buffalo City Clerk

Date: January____, 2025

Tina Bergman, Niles City Clerk

Date: January____, 2025

Abby Bishop, St. Joseph City Clerk

Date: January____, 2025

Melanie Marvin, Watervliet City Clerk

Date: January____, 2025

Patty Hiler-Molter, Bainbridge Township Clerk

Date: January____, 2025

Christina Price, Baroda Township Clerk

Date: January____, 2025

Carolyn Phillips, Benton Charter Township Clerk

Date: January____, 2025

Mary Jane Dean, Berrien Township Clerk

Date: January____, 2025

Polly White, Bertrand Charter Township Clerk

Date: January____, 2025

Wendi Heyliger, Buchanan Charter Township Clerk

Date: January____, 2025

Paula Dudiak, Chikaming Township Clerk

Date: January____, 2025

Sheila Hickmott, Coloma Charter Township Clerk

Date: January____, 2025

Jennifer Richter, Galien Township Clerk

Date: January____, 2025

Tom Allen, Hagar Township Clerk

Date: January____, 2025

Miranda Companion, Lake Charter Township Clerk

Date: January____, 2025

Michael Brown, Lincoln Charter Township Clerk

Date: January____, 2025

Michelle Hannon, New Buffalo Township Clerk

Date: January____, 2025

Daniel Pulaski, Niles Charter Township Clerk

Date: January____, 2025

Michelle Bolin, Oronoko Charter Township Clerk

Date: January____, 2025

Karen Basham, Pipestone Township Clerk

Date: January____, 2025

Rachel Bernard, Royalton Township Clerk

Date: January____, 2025

Patrice Rose, St. Joseph Charter Township Clerk

Date: January____, 2025

Cheryl Andres, Sodus Township Clerk

Date: January____, 2025

Marcie Miles, Three Oaks Township Clerk

Date: January____, 2025

Linda Rizzo, Watervliet Charter Township Clerk

Date: January____, 2025

Erika Burcham, Weesaw Township Clerk

Date: January____, 2025

Sheri Wozniak, Howard Township Clerk

Date: January____, 2025

Kristen Barrera, Milton Township Clerk

Date: January____, 2025

Christina Davis, Pokagon Township Clerk

Date: January____, 2025

Jessica Honn, Silver Creek Township Clerk

Date: January____, 2025

Wednesday Pritchard, Covert Township Clerk

Date: January____, 2025

Julie Sweet, Hartford Township Clerk

Date: January____, 2025

Angie Sexton, Keeler Township Clerk

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2020

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5**

The Effective Date of this Amendment is: January 1, 2025.

Background Data

Effective Date of Owner-Engineer Agreement: September 16, 2020

Owner: City of Buchanan

Engineer: Prein&Newhof

Project: Storm Sewer System Improvements, Water System Improvements, and Wastewater System Improvements

Nature of Amendment:

Modifications to other terms and conditions of the Agreement

Description of Modifications:

The purpose of this amendment is to adopt the 2025 engineering hourly rates as shown on the attached.

Agreement Summary:

Original agreement amount:	\$ 2,645,000
Net change for prior amendments:	\$ 525,545
This amendment amount:	\$ None
Adjusted Agreement amount:	\$ T.B.D.

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Buchanan _____

Prein&Newhof _____

By: _____
Print name: Mark Weedon _____

By: _____
Print name: Jason Washler _____

Title: Mayor _____

Title: Vice President _____

Date Signed: _____

Date Signed: _____

Fee Schedule

Effective January, 2025

Unless otherwise agreed, Prein&Newhof bills for time spent on a project at the hourly rate of the employees assigned. Identified below are the hourly rates for various employee classifications. Hourly billing rates include overhead, fringe benefits, and profit.

<u>Employee Classification</u>	<u>Hourly Billing Rate</u>
Senior Project Manager II, Senior Professional V	\$202
Senior Project Manager, Senior Professional IV	\$186
Project Manager, Senior Engineer III, Senior Professional III, Landscape Architect IV, Senior Technician V	\$170
Senior Engineer II, Senior Professional II, Landscape Architect III, Senior Technician IV, Surveyor IV, Geologist, Lab Manager	\$159
Senior Engineer, Senior Professional, Landscape Architect II, Senior Technician III, Surveyor III	\$149
Engineer II, Senior Technician II, Surveyor II, Senior Office Technician	\$139
Engineer, Senior Technician, Surveyor	\$129
Landscape Architect, Technician IV	\$119
Technician III, Lab Technician, Office Technician	\$108
Technician II	\$95
Technician	\$81

<u>Project Expenses</u>	<u>Billing Rate</u>
Mileage	\$0.70/mile
Direct expenses and sub-consultant costs	Invoice amount plus a 10% charge

CITY OF BUCHANAN - Resolution 2025.01/02

County of Berrien

Resolution Accepting the FDCVT Grant

Minutes of the regular meeting of the City Commission of the City of Buchanan, County of Berrien, State of Michigan, (the "Municipality"), held on January 13th, 2025.

Present: Members: Click or tap here to enter text.

Absent: Members: Click or tap here to enter text.

Member Click or tap here to enter text. offered and moved the adoption of the following resolution, seconded by Member Click or tap here to enter text..

Whereas the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to \$120,000.00 toward reimbursement of expenditures required to implement the project entitled Public Safety and Public Works Improvements, and

Whereas the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program,

Now, therefore, be it resolved that the City Commission of the City of Buchanan hereby authorizes participation in the project entitled Public Safety and Public Works Improvements.

Yeas: Members Click or tap here to enter text.

Nays: Members Click or tap here to enter text.

Resolution declared adopted.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Commission of the City of Buchanan, County of Berrien, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Kalla Langston

City of Buchanan, Clerk

City of Buchanan, County of Berrien

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	AALFS PETROLEUM INC.	<i>Invoice: 12.31.24 Ref#: 29657 (NOVEMBER 2024 FUEL)</i>		
		GAS AND OIL	101-301.000-751.000	835.31	
		GAS AND OIL	101-441.000-751.000	977.24	
		GAS AND OIL	101-336.000-751.000	36.50	
		GAS AND OIL	592-591.000-751.000	58.16	
		GAS AND OIL	592-590.000-751.000	108.71	
		GAS AND OIL	101-567.000-751.000	241.42	
		UTILITIES	101-371.001-921.000	36.23	
		Vnd: 0336 Invoice: 12.31.24	101-000.000-202.000		2,126.70
		Vnd: 0336 Invoice: 12.31.24	592-000.000-202.000		166.87
		Expected Check Run: 01/13/2025		2,293.57	2,293.57
12/31/2024	AP	ALEXANDER CHEMICAL CORP	<i>Invoice: 90042 Ref#: 29655 (WATER TREATMENT CHEMICALS - DRUM RENTAL)</i>		
		CHEMICALS	592-591.000-743.000	125.25	
		Vnd: 2293 Invoice: 90042	592-000.000-202.000		125.25
		Expected Check Run: 01/13/2025		125.25	125.25
12/31/2024	AP	ANGELA BAGGETT	<i>Invoice: 12.31.24 Ref#: 29656 (REIMBURSEMENT - TO OFC. BAGGETT FOR FIRE)</i>		
		TARGET RANGE & SUPPLIES	101-301.000-729.000	275.27	
		EDUCATION AND TRAINING	101-301.000-960.000	101.74	
		Vnd: 2248 Invoice: 12.31.24	101-000.000-202.000		377.01
		Expected Check Run: 01/13/2025		377.01	377.01
12/31/2024	AP	AT&T	<i>Invoice: 12.13.24 Ref#: 29652 (WATER DEPT. INTERNET)</i>		
		TELEPHONE, INTERNET, CABLE	592-591.000-853.000	143.58	
		Vnd: 0153 Invoice: 12.13.24	592-000.000-202.000		143.58
		Expected Check Run: 01/13/2025		143.58	143.58
12/31/2024	AP	AT&T	<i>Invoice: 12.16.24 Ref#: 29653 (MONTHLY BILLING)</i>		
		2696955525 - PEARS MILL	101-753.000-853.000	184.18	
		2696954028 - WWTP LANDLINE	592-590.000-853.000	33.14	
		2694098372 - WATER	592-591.000-853.000	44.15	
		Vnd: 0153 Invoice: 12.16.24	101-000.000-202.000		184.18
		Vnd: 0153 Invoice: 12.16.24	592-000.000-202.000		77.29
		Expected Check Run: 01/13/2025		261.47	261.47

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	AT&T	<i>Invoice: 12.13.24. Ref#: 29654 (CITY ISSUED PHONE USAGE)</i>		
		RICH - PHONE	101-172.000-818.000	68.82	
		KALLA - PHONE	101-215.000-818.000	68.82	
		TIM L. - PHONE	101-172.000-818.000	33.69	
		GUY - PHONE	101-371.001-853.000	52.82	
		CEMETERY OFFICE PHONE	101-567.000-853.000	52.82	
		DPW OFFICE PHONE	101-441.000-853.000	52.82	
		WATER DEPT PHONE	592-591.000-853.000	52.82	
		DEB - PHONE	101-253.000-818.000	60.64	
		Vnd: 0153 Invoice: 12.13.24.	101-000.000-202.000		390.43
		Vnd: 0153 Invoice: 12.13.24.	592-000.000-202.000		52.82
		Expected Check Run: 01/13/2025		443.25	443.25
12/31/2024	AP	BANDIT INDUSTRIES, INC.	<i>Invoice: 998372 Ref#: 29661 (DROP PIPE FOR FUEL TANK)</i>		
		MAINTENANCE - EQUIPMENT	101-567.000-933.000	44.35	
		Vnd: 1816 Invoice: 998372	101-000.000-202.000		44.35
		Expected Check Run: 01/13/2025		44.35	44.35
12/31/2024	AP	BENDZINSKI & CO	<i>Invoice: 4971 Ref#: 29659 (DISSEMINATION AGENT)</i>		
		CONTRACTUAL	101-253.000-818.000	1,000.00	
		Vnd: 2378 Invoice: 4971	101-000.000-202.000		1,000.00
		Expected Check Run: 01/13/2025		1,000.00	1,000.00
12/31/2024	AP	BERRIEN COUNTY RECORD	<i>Invoice: 12.19.24 Ref#: 29660 (2025 MEETING MINUTES)</i>		
		LEGAL NOTICES & RECORDINGS	101-215.000-903.000	467.00	
		Vnd: 0339 Invoice: 12.19.24	101-000.000-202.000		467.00
		Expected Check Run: 01/13/2025		467.00	467.00
12/31/2024	AP	BEST ONE TIRE & SERVICE	<i>Invoice: 4430039892 Ref#: 29662 (2001 INTERNATIONAL SERVICE CALL)</i>		
		MAINTENANCE - VEHICLE	101-441.000-939.000	290.30	
		Vnd: 2080 Invoice: 4430039892	101-000.000-202.000		290.30
		Expected Check Run: 01/13/2025		290.30	290.30
12/31/2024	AP	BEST ONE TIRE & SERVICE	<i>Invoice: 4430039684 Ref#: 29663 (SKID STEER TIRE REPLACEMENT)</i>		
		MAINTENANCE - VEHICLE	101-441.000-939.000	29.99	
		Vnd: 2080 Invoice: 4430039684	101-000.000-202.000		29.99
		Expected Check Run: 01/13/2025		29.99	29.99

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	BUD HOPKINS CITY CENTER SUPPLIES Vnd: MISC Invoice: 12.31.24	Invoice: 12.31.24 Ref#: 29691 (CITY CENTER REFUND - CANCELLATION) 101-265.000-756.001 101-000.000-202.000	200.00	200.00
		Expected Check Run: 01/13/2025		200.00	200.00
12/31/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 5244887407	Invoice: 5244887407 Ref#: 29666 (MEDICAL CABINET RESTOCK - FD) 101-336.000-818.000 101-000.000-202.000	123.21	123.21
		Expected Check Run: 01/13/2025		123.21	123.21
12/31/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 4214083976	Invoice: 4214083976 Ref#: 29667 (DPW SHOP MATS & TOWELS) 101-441.000-818.000 101-000.000-202.000	165.39	165.39
		Expected Check Run: 01/13/2025		165.39	165.39
12/31/2024	AP	CITY OF BRIDGMAN LAB ANALYTICAL SERVICE Vnd: 1845 Invoice: 00327	Invoice: 00327 Ref#: 29669 (WATER SAMPLING) 592-591.000-820.000 592-000.000-202.000	540.00	540.00
		Expected Check Run: 01/13/2025		540.00	540.00
12/31/2024	AP	CMP DISTRIBUTORS UNIFORMS Vnd: 0352 Invoice: 017860	Invoice: 017860 Ref#: 29668 (BALLISTIC VESTS X2 FOR KLEIN & CHRISTNER) 101-301.000-768.000 101-000.000-202.000	1,603.00	1,603.00
		Expected Check Run: 01/13/2025		1,603.00	1,603.00
12/31/2024	AP	COMCAST BUSINESS CITY CENTER UTILITIES TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1722 Invoice: 01.01.25-01.31.25 Vnd: 1722 Invoice: 01.01.25-01.31.25	Invoice: 01.01.25-01.31.25 Ref#: 29664 (MOTHLY CYCLE) 101-265.000-923.000 101-336.000-853.000 592-591.000-853.000 101-301.000-853.000 101-265.000-853.000 101-000.000-202.000 592-000.000-202.000	331.18 434.30 135.80 621.27 702.26	2,089.01 135.80
		Expected Check Run: 01/13/2025		2,224.81	2,224.81

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	COREWELL HEALTH MEDICAL EXAMS Vnd: 2307 Invoice: 09.24.24	Invoice: 09.24.24 Ref#: 29682 (COMPLETE PHYSICAL FOR R. BAKER - FD) 101-336.000-961.000 101-000.000-202.000	338.36	338.36
		Expected Check Run: 01/13/2025		338.36	338.36
12/31/2024	AP	COREWELL HEALTH MEDICAL EXAMS Vnd: 2307 Invoice: 12.19.24	Invoice: 12.19.24 Ref#: 29683 (POTHOFF PHYSICAL & DRUG SCREEN - NEW EMP) 101-301.000-961.000 101-000.000-202.000	312.00	312.00
		Expected Check Run: 01/13/2025		312.00	312.00
12/31/2024	AP	COREWELL HEALTH MEDICAL EXAMS Vnd: 2307 Invoice: 11.27.24	Invoice: 11.27.24 Ref#: 29684 (S. BRYANS DOT PHYSICAL & DRUG SCREEN - N) 101-567.000-961.000 101-000.000-202.000	162.00	162.00
		Expected Check Run: 01/13/2025		162.00	162.00
12/31/2024	AP	COREWELL HEALTH MEDICAL EXAMS Vnd: 2307 Invoice: 12.19.24.	Invoice: 12.19.24. Ref#: 29685 (POTHOFF BLOOD TEST - NEW EMPLOYMENT PD) 101-301.000-961.000 101-000.000-202.000	283.24	283.24
		Expected Check Run: 01/13/2025		283.24	283.24
12/31/2024	AP	CULLIGAN OF COLOMA CONTRACTUAL Vnd: 1789 Invoice: 12.31.24	Invoice: 12.31.24 Ref#: 29665 (CITY HALL WATER - OCT & NOV) 101-265.000-818.000 101-000.000-202.000	42.00	42.00
		Expected Check Run: 01/13/2025		42.00	42.00
12/31/2024	AP	DANE CAUFFMAN MISCELLANEOUS Vnd: 2380 Invoice: 12.27.24	Invoice: 12.27.24 Ref#: 29725 (CDL LEARNERS PERMIT - REIMBURSEMENT FOR) 101-567.000-962.000 101-000.000-202.000	25.00	25.00
		Expected Check Run: 01/13/2025		25.00	25.00
12/31/2024	AP	ELEMENT MATERIALS TECHNOLOGY LAB ANALYTICAL SERVICE Vnd: 1186 Invoice: 24-166998	Invoice: 24-166998 Ref#: 29671 (EFFLIENT COPPER. CHLORIDE, SULFATE) 592-590.000-820.000 592-000.000-202.000	99.40	99.40
		Expected Check Run: 01/13/2025		99.40	99.40

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	FISHBECK CONTRACTUAL Vnd: 2318 Invoice: 445224	Invoice: 445224 Ref#: 29672 (PROJECT 240365 - 606 CLARK ST.) 469-000.000-818.000 469-000.000-202.000	21,282.09	21,282.09
		Expected Check Run: 01/13/2025		21,282.09	21,282.09
12/31/2024	AP	GALL'S INC. UNIFORMS Vnd: 1842 Invoice: 029847839	Invoice: 029847839 Ref#: 29673 (WINTER GLOVES FOR OFFICERS) 101-301.000-768.000 101-000.000-202.000	130.52	130.52
		Expected Check Run: 01/13/2025		130.52	130.52
12/31/2024	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 22274	Invoice: 22274 Ref#: 29674 (OIL CHANGE ON 46-3) 101-301.000-939.000 101-000.000-202.000	62.75	62.75
		Expected Check Run: 01/13/2025		62.75	62.75
12/31/2024	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 22271	Invoice: 22271 Ref#: 29675 (REPLACE BATTERY & TIRE ON 46-9) 101-301.000-939.000 101-000.000-202.000	246.54	246.54
		Expected Check Run: 01/13/2025		246.54	246.54
12/31/2024	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 09532	Invoice: 09532 Ref#: 29750 (REPLACE BULB ON 46-6) 101-301.000-939.000 101-000.000-202.000	12.31	12.31
		Expected Check Run: 01/08/2025		12.31	12.31
12/31/2024	AP	HONOR CREDIT UNION ENTERED STAMP FOR PD CLEANING SUPPLIES FOR DPW BUILDING CITY MANAGER NAME PLATES X2 TOILET PAPER FOR DPW TOILET PAPER CITY HALL WHITE OUT & GLUE STICKS FOR OFFICE BOOKKEEPER - 1099 FORMS OFFICE ADDRESS LABELS PRINTER INK OFFICE FILE FOLDERS OFFICE PRINTER PAPER - X3 2X FRAMES FOR NP ARTICLE Vnd: 1948 Invoice: 12.31.24-0448	Invoice: 12.31.24-0448 Ref#: 29676 (DECEMBER 2024 CC CHARGES - CITY CARD) 101-301.000-728.000 101-441.000-756.000 101-172.000-728.000 101-441.000-756.000 101-265.000-756.000 101-265.000-756.000 101-253.000-728.000 101-265.000-756.000 101-371.001-728.000 101-265.000-756.000 101-265.000-756.000 101-253.000-728.000 101-000.000-202.000	9.95 776.36 17.98 169.90 84.95 29.20 89.92 17.76 282.95 29.08 140.11 17.98	1,666.14
		Expected Check Run: 01/13/2025		1,666.14	1,666.14

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	HONOR CREDIT UNION			
		WEBSITE	101-754.000-857.000	16.24	
		GAST BUSINESS CARDS	101-301.000-728.000	22.24	
		FILE FOLDERS AND ADDRESS LABELS	101-265.000-756.000	55.63	
		Vnd: 1948 Invoice: 12.31.24-8531	101-000.000-202.000		94.11
		Expected Check Run: 01/13/2025			
				94.11	94.11
12/31/2024	AP	HONOR CREDIT UNION			
		MAMC MEMBERSHIP	101-215.000-831.000	100.00	
		PRIME	101-265.000-818.000	14.98	
		Vnd: 1948 Invoice: 12.31.24-0648	101-000.000-202.000		114.98
		Expected Check Run: 01/13/2025			
				114.98	114.98
12/31/2024	AP	HONOR CREDIT UNION			
		TELEPHONE, INTERNET, CABLE	101-301.000-853.000	416.45	
		Vnd: 1948 Invoice: 12.31.24-5784	101-000.000-202.000		416.45
		Expected Check Run: 01/13/2025			
				416.45	416.45
12/31/2024	AP	HONOR CREDIT UNION			
		EQUIPMENT MAINT SUPPLIES	101-441.000-758.000	249.98	
		Vnd: 1948 Invoice: 12.31.24-6104	101-000.000-202.000		249.98
		Expected Check Run: 01/13/2025			
				249.98	249.98
12/31/2024	AP	INDIANA MICHIGAN POWER COMPANY			
		UTILITIES	101-268.000-921.000	143.17	
		UTILITIES	101-301.000-921.000	643.71	
		UTILITIES	101-441.000-921.000	193.79	
		UTILITIES	101-336.000-921.000	28.21	
		UTILITIES	101-753.000-921.000	138.39	
		CITY CENTER UTILITIES	101-265.000-923.000	130.86	
		UTILITIES	592-591.000-921.000	2,805.98	
		UTILITIES	101-265.000-921.000	5,727.70	
		UTILITIES	592-590.000-921.000	7,505.26	
		UTILITIES	101-755.000-921.000	111.62	
		Vnd: 0131 Invoice: 11.27.24-12.31.24	101-000.000-202.000		7,117.45
		Vnd: 0131 Invoice: 11.27.24-12.31.24	592-000.000-202.000		10,311.24
		Expected Check Run: 01/13/2025			
				17,428.69	17,428.69

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	J DEFAY CLEANERS & LAUNDRY UNIFORM CLEANING Vnd: 1932 Invoice: 2024-1215-1BPD	Invoice: 2024-1215-1BPD Ref#: 29681 (UNIFORM CLEANING) 101-301.000-769.000 101-000.000-202.000	180.00	180.00
		Expected Check Run: 01/13/2025		180.00	180.00
12/31/2024	AP	JAMES P. ENRIGHT LEGAL FEES ECONOMIC DEVELOPMENT Vnd: 1256 Invoice: 12.26.24	Invoice: 12.26.24 Ref#: 29670 (401 RIVER STREET LEGAL COUNSEL) 101-101.000-826.000 101-700.000-735.000 101-000.000-202.000	3,323.25 3,323.25	6,646.50
		Expected Check Run: 01/13/2025		6,646.50	6,646.50
01/08/2025	AP	JERRY FLENOR TRAIL GRANT EXPENDITURES Vnd: 1375 Invoice: 01.08.25	Invoice: 01.08.25 Ref#: 29754 (REIMBURSEMENT FOR POSTAGE - MEMBERSHIP D) 401-000.000-970.031 401-000.000-202.000	73.00	73.00
		Expected Check Run: 01/08/2025		73.00	73.00
12/31/2024	AP	KCI PRINTING & PUBLISHING PRINTING & PUBLISHING Vnd: 2120 Invoice: 343023	Invoice: 343023 Ref#: 29687 (JANUARY WATER BILLS) 592-590.000-902.000 592-591.000-902.000 592-000.000-202.000	687.96 687.97	1,375.93
		Expected Check Run: 01/13/2025		1,375.93	1,375.93
12/31/2024	AP	KEN SIMPSON ELECTRICAL PERMITS Vnd: 0194 Invoice: 250112	Invoice: 250112 Ref#: 29688 (ELECTRICAL PERMITS FOR DEC. 2024) 701-000.000-491.000 701-000.000-202.000	1,548.80	1,548.80
		Expected Check Run: 01/13/2025		1,548.80	1,548.80
12/31/2024	AP	KEYSTONE COOPERATIVE GAS AND OIL Vnd: 2342 Invoice: 768083	Invoice: 768083 Ref#: 29689 (CEMETERY LP TANK) 101-567.000-751.000 101-000.000-202.000	399.60	399.60
		Expected Check Run: 01/13/2025		399.60	399.60
12/31/2024	AP	LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 77421	Invoice: 77421 Ref#: 29692 (GLUE FOR TABLE) 101-441.000-756.000 101-000.000-202.000	20.69	20.69
		Expected Check Run: 01/13/2025		20.69	20.69

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	LOWE'S FURNITURE, FIXTURES & EQUIPMENT Vnd: 0229 Invoice: 93295	Invoice: 93295 Ref#: 29693 (WOOD FOR DPW TABLE) 469-000.000-756.002 469-000.000-202.000	182.05	182.05
		Expected Check Run: 01/13/2025		182.05	182.05
12/31/2024	AP	LOWE'S MAINTENANCE - BUILDINGS Vnd: 0229 Invoice: 94172	Invoice: 94172 Ref#: 29694 (CEMETERY CHIPPER BARN DOOR REPAIR) 101-567.000-931.000 101-000.000-202.000	336.70	336.70
		Expected Check Run: 01/13/2025		336.70	336.70
12/31/2024	AP	LOWE'S EQUIPMENT MAINT SUPPLIES Vnd: 0229 Invoice: 75050	Invoice: 75050 Ref#: 29695 (WASHER HOSES DPW BUILDING) 101-441.000-758.000 101-000.000-202.000	319.18	319.18
		Expected Check Run: 01/13/2025		319.18	319.18
12/31/2024	AP	LOWE'S MAINTENANCE - BUILDINGS Vnd: 0229 Invoice: 75046	Invoice: 75046 Ref#: 29696 (CEMETERY SHOP BATHROOM TOILET) 101-567.000-931.000 101-000.000-202.000	179.55	179.55
		Expected Check Run: 01/13/2025		179.55	179.55
12/31/2024	AP	LRS, LLC UTILITIES 29199.1 29205.1 29205.4 29205.3 29205.2 Vnd: 2331 Invoice: MN4291061 Vnd: 2331 Invoice: MN4291061	Invoice: MN4291061 Ref#: 29690 (MONTHLY TRASH SERVICE) 101-567.000-921.000 101-265.000-923.000 101-441.000-921.000 592-590.000-921.000 101-265.000-921.000 101-265.000-921.000 101-000.000-202.000 592-000.000-202.000	196.03 196.03 730.03 196.03 292.13 271.81	1,686.03 196.03
		Expected Check Run: 01/13/2025		1,882.06	1,882.06
12/31/2024	AP	MARK FARM SUPPLY DUCK FEEDER Vnd: 2068 Invoice: 90931	Invoice: 90931 Ref#: 29698 (DUCK FEED) 701-000.000-582.067 701-000.000-202.000	52.97	52.97
		Expected Check Run: 01/13/2025		52.97	52.97

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	MATERIALS RESOURCES MISCELLANEOUS SUPPLIES Vnd: 2346 Invoice: 3391455	Invoice: 3391455 Ref#: 29701 (NITRILE GLOVES X8) 592-590.000-756.000 592-000.000-202.000	67.12	67.12
		Expected Check Run: 01/13/2025		67.12	67.12
12/31/2024	AP	MEAD & WHITE ELECTRIC CONTRACTUAL Vnd: 2121 Invoice: 10944	Invoice: 10944 Ref#: 29697 (COMPLETED WORK AT DPW BUILDING - ELECTRI) 469-000.000-818.000 469-000.000-202.000	8,795.00	8,795.00
		Expected Check Run: 01/13/2025		8,795.00	8,795.00
12/31/2024	AP	MID COUNTY LAWN AND GARDEN MISCELLANEOUS SUPPLIES Vnd: 1530 Invoice: 01.02.25	Invoice: 01.02.25 Ref#: 29699 (CEMETERY MOWER) 101-567.000-756.000 101-000.000-202.000	205.96	205.96
		Expected Check Run: 01/13/2025		205.96	205.96
12/31/2024	AP	MISS DIG SYSTEM, INC. CONTRACTUAL CONTRACTUAL Vnd: 1843 Invoice: 20250067	Invoice: 20250067 Ref#: 29700 (MISS DIG MEMBERSHIP) 592-590.000-818.000 592-591.000-818.000 592-000.000-202.000	707.12 707.12	1,414.24
		Expected Check Run: 01/13/2025		1,414.24	1,414.24
12/31/2024	AP	MPEC MISCELLANEOUS SUPPLIES Vnd: 2315 Invoice: 761811	Invoice: 761811 Ref#: 29702 (FUEL LINE HOSES) 101-441.000-756.000 101-000.000-202.000	126.73	126.73
		Expected Check Run: 01/13/2025		126.73	126.73
12/31/2024	AP	MPEC EQUIPMENT MAINT SUPPLIES Vnd: 2315 Invoice: 761603	Invoice: 761603 Ref#: 29703 (BATTERY - APPLY CR 120124-4 & 838-761603) 101-441.000-758.000 101-000.000-202.000	24.01	24.01
		Expected Check Run: 01/13/2025		24.01	24.01
12/31/2024	AP	NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 513435	Invoice: 513435 Ref#: 29704 (GLASS BEAKERS) 592-590.000-757.000 592-000.000-202.000	75.64	75.64
		Expected Check Run: 01/13/2025		75.64	75.64

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 513631	Invoice: 513631 Ref#: 29751 (CHEMICALS FOR WWTP) 592-590.000-757.000 592-000.000-202.000	1,788.29	1,788.29
		Expected Check Run: 01/08/2025		1,788.29	1,788.29
12/31/2024	AP	PARRETT COMPANY MAINT. - OFFICE EQUIPMENT MAINT. - OFFICE EQUIPMENT MAINT. - OFFICE EQUIPMENT MAINT. - OFFICE EQUIPMENT Vnd: 1596 Invoice: 81532 Vnd: 1596 Invoice: 81532	Invoice: 81532 Ref#: 29705 (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	3.63 92.24 365.93 11.39	3.63 469.56
		Expected Check Run: 01/13/2025		473.19	473.19
12/31/2024	AP	PSYCHOLOGY SERVICES MEDICAL EXAMS Vnd: 1961 Invoice: 3152	Invoice: 3152 Ref#: 29706 (PHYSICHOLOGICAL SERVICES FOR NEW OFFICER) 101-301.000-961.000 101-000.000-202.000	165.00	165.00
		Expected Check Run: 01/13/2025		165.00	165.00
12/31/2024	AP	REDBUD HARDWARE MISCELLANEOUS SUPPLIES MISCELLANEOUS MAINTENANCE - BUILDINGS MAINTENANCE - BUILDINGS MISCELLANEOUS SUPPLIES MISCELLANEOUS SUPPLIES EQUIPMENT MAINT SUPPLIES GAS AND OIL MISCELLANEOUS SUPPLIES MISCELLANEOUS SUPPLIES EQUIPMENT MAINT SUPPLIES MISCELLANEOUS SUPPLIES Vnd: 0141 Invoice: 12.31.24 Vnd: 0141 Invoice: 12.31.24	Invoice: 12.31.24 Ref#: 29730 (DECEMBER 2024 PURCHASES) 101-301.000-756.000 101-336.000-962.000 101-567.000-931.000 101-567.000-931.000 101-567.000-756.000 592-590.000-756.000 592-590.000-758.000 592-590.000-751.000 592-590.000-756.000 592-591.000-756.000 101-441.000-758.000 101-441.000-756.000 101-000.000-202.000 592-000.000-202.000	44.98 19.99 21.99 42.13 93.58 144.81 28.99 29.16 69.22 32.16 234.85 328.04	785.56 304.34
		Expected Check Run: 01/13/2025		1,089.90	1,089.90
12/31/2024	AP	ROSE PEST SOLUTIONS CONTRACTUAL Vnd: 0304 Invoice: 150635496	Invoice: 150635496 Ref#: 29709 (PEST CONTROL - PD) 101-301.000-818.000 101-000.000-202.000	81.00	81.00
		Expected Check Run: 01/13/2025		81.00	81.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	ROSE PEST SOLUTIONS CITY CENTER UTILITIES Vnd: 0304 Invoice: 150635250	Invoice: 150635250 Ref#: 29710 (PEST CONTROL - CITY CENTER) 101-265.000-923.000 101-000.000-202.000	57.00	57.00
		Expected Check Run: 01/13/2025		57.00	57.00
12/31/2024	AP	ROSE PEST SOLUTIONS CONTRACTUAL Vnd: 0304 Invoice: 150637068	Invoice: 150637068 Ref#: 29711 (TIN SHOP, PEARS MILL & COMMON - JAN) 101-265.000-818.000 101-000.000-202.000	123.00	123.00
		Expected Check Run: 01/13/2025		123.00	123.00
12/31/2024	AP	ROSE PEST SOLUTIONS CONTRACTUAL Vnd: 0304 Invoice: 150635172	Invoice: 150635172 Ref#: 29712 (TIN SHOP, PEARS MILL & COMMON - DEC) 101-265.000-818.000 101-000.000-202.000	123.00	123.00
		Expected Check Run: 01/13/2025		123.00	123.00
12/31/2024	AP	ROSE PEST SOLUTIONS CONTRACTUAL Vnd: 0304 Invoice: 150635176	Invoice: 150635176 Ref#: 29713 (PEST CONTROL - CITY HALL) 101-265.000-818.000 101-000.000-202.000	62.00	62.00
		Expected Check Run: 01/13/2025		62.00	62.00
12/31/2024	AP	ROWLAND PROPERTY GROUP LLC GRANTS & SPECIAL PROJECTS Vnd: 2150 Invoice: 01.07.25	Invoice: 01.07.25 Ref#: 29708 (2021 FLOODPLAIN ASSISTANCE PROGRAM GRANT) 101-101.000-967.002 101-000.000-202.000	5,000.00	5,000.00
		Expected Check Run: 01/13/2025		5,000.00	5,000.00
12/31/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0168294-IN	Invoice: 0168294-IN Ref#: 29729 (SEPTAGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	376.20	376.20
		Expected Check Run: 01/13/2025		376.20	376.20
12/31/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0168255-IN	Invoice: 0168255-IN Ref#: 29752 (SEPTAGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	376.20	376.20
		Expected Check Run: 01/08/2025		376.20	376.20

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
01/08/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0168400-IN	Invoice: 0168400-IN Ref#: 29753 (SEPTAGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	376.20	376.20
		Expected Check Run: 01/08/2025		376.20	376.20
12/31/2024	AP	SOUTHWESTERN SUPPLY EQUIPMENT MAINT SUPPLIES Vnd: 1860 Invoice: 03/90574.	Invoice: 03/90574. Ref#: 29728 (WWTP FREIGHT CHARGE - MISSED) 592-590.000-758.000 592-000.000-202.000	26.50	26.50
		Expected Check Run: 01/13/2025		26.50	26.50
12/31/2024	AP	STAR UNIFORM UNIFORMS Vnd: 1358 Invoice: 43260-2	Invoice: 43260-2 Ref#: 29724 (UNIFORM PANTS & SHIRTS FOR OFC. REED) 101-301.000-768.000 101-000.000-202.000	276.00	276.00
		Expected Check Run: 01/13/2025		276.00	276.00
12/31/2024	AP	STAR UNIFORM UNIFORMS Vnd: 1358 Invoice: 43373-2	Invoice: 43373-2 Ref#: 29726 (UNIFORM PANTS AND SHIRTS FOR OFC POTHOFF) 101-301.000-768.000 101-000.000-202.000	276.00	276.00
		Expected Check Run: 01/13/2025		276.00	276.00
12/31/2024	AP	STATE OF MICHIGAN CIP USA PROJECTS -SEWER Vnd: 1581 Invoice: HQ907K062XKV	Invoice: HQ907K062XKV Ref#: 29722 (NPDES APPLICATION FORM) 592-000.000-142.001 592-000.000-202.000	75.00	75.00
		Expected Check Run: 01/13/2025		75.00	75.00
12/31/2024	AP	STATE OF MICHIGAN CONTRACTUAL Vnd: 2379 Invoice: 2025	Invoice: 2025 Ref#: 29723 (MIDEAL MEMBERSHIP) 101-441.000-818.000 101-000.000-202.000	180.00	180.00
		Expected Check Run: 01/13/2025		180.00	180.00
12/31/2024	AP	STATE OF MICHIGAN ANNUAL PERMIT FEE Vnd: 1643 Invoice: 11279891	Invoice: 11279891 Ref#: 29727 (NPDES ANNUAL PERMIT FEE, MUNICIPAL MAJOR) 592-590.000-957.002 592-000.000-202.000	5,500.00	5,500.00
		Expected Check Run: 01/13/2025		5,500.00	5,500.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	SWEET C. ROBINSON RESERVE TRAINING Vnd: 1784 Invoice: 12.17.24	Invoice: 12.17.24 Ref#: 29721(BASKETBALL GAMES 12.17.24 & 12.20.24) 101-301.000-818.002 101-000.000-202.000	78.00	78.00
		Expected Check Run: 01/13/2025		78.00	78.00
12/31/2024	AP	T MOBILE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1963 Invoice: 12.23.24	Invoice: 12.23.24 Ref#: 29714(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: 01/13/2025		14.00	14.00
12/31/2024	AP	THE BARTON GROUP FURNITURE, FIXTURES & EQUIPMENT Vnd: 1683 Invoice: 12202024-30	Invoice: 12202024-30 Ref#: 29658(CONSTRUCTUON SERVICES PER OWNERS REP AC 469-000.000-756.002 469-000.000-202.000	5,365.64	5,365.64
		Expected Check Run: 01/13/2025		5,365.64	5,365.64
12/31/2024	AP	THE RAMSAY GROUP GRANTS & SPECIAL PROJECTS Vnd: 2372 Invoice: 6	Invoice: 6 Ref#: 29707(CHILL GRANT ADMIN -DECEMBER 2024) 101-700.000-967.002 101-000.000-202.000	3,300.00	3,300.00
		Expected Check Run: 01/13/2025		3,300.00	3,300.00
12/31/2024	AP	TINA SPURLOCK CITY CENTER UTILITIES Vnd: 1448 Invoice: 181390	Invoice: 181390 Ref#: 29715(CLEANING CITY CITY CENTER - DEC 2024) 101-265.000-923.000 101-000.000-202.000	80.00	80.00
		Expected Check Run: 01/13/2025		80.00	80.00
12/31/2024	AP	TINA SPURLOCK CONTRACTUAL Vnd: 1448 Invoice: 092286	Invoice: 092286 Ref#: 29716(CLEANING PD FOR DEC. 2024) 101-301.000-818.000 101-000.000-202.000	120.00	120.00
		Expected Check Run: 01/13/2025		120.00	120.00
12/31/2024	AP	U.S. 31 SUPPLY, INC. EQUIPMENT MAINT SUPPLIES Vnd: 1754 Invoice: T330229	Invoice: T330229 Ref#: 29719(CORD & CORD GRIP) 101-441.000-758.000 101-000.000-202.000	28.07	28.07
		Expected Check Run: 01/13/2025		28.07	28.07

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/31/2024	AP	USA BLUE BOOK CHEMICALS Vnd: 0388 Invoice: INV00582545	Invoice: INV00582545 Ref#: 29718 (FLUORIDE REGEANT) 592-591.000-743.000 592-000.000-202.000	303.00	303.00
		Expected Check Run: 01/13/2025		303.00	303.00
12/31/2024	AP	VERIZON WIRELESS TELEPHONE, INTERNET, CABLE Vnd: 2060 Invoice: 6100805680	Invoice: 6100805680 Ref#: 29717 (X3 AIR CARDS FOR PATROL VEHICLES) 101-301.000-853.000 101-000.000-202.000	120.09	120.09
		Expected Check Run: 01/13/2025		120.09	120.09
12/31/2024	AP	VILLA ENVIRONMENTAL ECONOMIC DEVELOPMENT Vnd: 1786 Invoice: 56419	Invoice: 56419 Ref#: 29755 (ASBESTOS SURVEY FOR 1107 VICTORY ST) 101-700.000-735.000 101-000.000-202.000	1,175.00	1,175.00
		Expected Check Run: 01/08/2025		1,175.00	1,175.00
12/31/2024	AP	WINDEMULLER ELECTRIC EQUIPMENT Vnd: 1167 Invoice: 240310	Invoice: 240310 Ref#: 29720 (ML MIXER) 592-000.000-140.000 592-000.000-202.000	970.00	970.00
		Expected Check Run: 01/13/2025		970.00	970.00
				105,182.75	105,182.75
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000.000-202.000		43,002.63
		ACCOUNTS PAYABLE	401-000.000-202.000		73.00
		ACCOUNTS PAYABLE	469-000.000-202.000		35,624.78
		ACCOUNTS PAYABLE	592-000.000-202.000		24,880.57
		ACCOUNTS PAYABLE	701-000.000-202.000		1,601.77
			TOTAL INCREASE IN PAYABLE:		105,182.75