

REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, DECEMBER 11, 2023 – 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.

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* 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

- 1) Consider approving the Special Meeting Minutes from November 20, 202.
- 2) Consider approving the Regular Meeting Minutes from November 27, 2023.
- 3) Consider approving the Special Meeting Minutes from November 29, 2023.

B. Expenditures - Consider approving the expenditures in the amount of \$120,808.51 for December 11, 2023.

VIII. Scheduled Matters from the Floor (if any)

IX. Reports by: Departments, Committees, Boards

A. Community Development Report- Director Rich Murphy & Assistant Director/ Mainstreet Manager Ashley Regal

- 1) Cannavista Wellness Adult Use Retailer License 2023 Renewal
- 2) Schalou Foundation Grant of \$25,000 for Victory Park improvements
- 3) Closing of 123 Days Ave to Lise Gustavsen for business expansion
- 4) Hometown & Co. Grand Opening and Ribbon cutting on December 14th

X. Unfinished Business

XI. New Business

- A. **City Manager Contract**-*Consider approving the City Manager Contract with Timothy Lynch.*
- B. **Dial-A-Ride (Dart) Agreement**- *Consider approving the Dial-A-Ride (DART) Intergovernmental agreement for Transit Service.*
- C. **Amendment No. 4 to owner-engineer agreement**-*Consider approving Amendment No. 4; the purpose of this amendment is to finalize the easement acquisition costs that were estimated in Amendment No. 2 of the Owner-Engineering Agreement. The amendment is also to request approval for P&N 2024 hourly rates.*

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

- A. **City Commission Meeting**- *Please note that the next regular City Commission meeting will be held on Tuesday, December 26th, due to the holiday.*

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



SPECIAL MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, NOVEMBER 20, 2023 – 3:30 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

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

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I. Call to Order

Denison called the meeting to order at 3:30pm.

II. Roll Call

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

Absent: None.

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

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

Alan Robandt, 114 E Front St – I like option 1 its clean, plain, and simple. I'm glad you scaled back that whole thing from Disneyland to small Midwestern town. Question, are there two varieties of trees? There are two different symbols he listed on the paperwork. I would discourage any sort of tutti frutti trees, they just don't make sense. Theres a fence on Dewey Ave where Short St dead ends into Honor Credit Union. We shouldn't be paying for that. If Honor Credit Union wants a fence, Honor Credit Union should put in their own fence. Are the sidewalks deeper, this was one of the critical questions and goals we all had at the beginning in order to have more space for restaurant outdoor seating and more outdoor eventing. Narrowing Front St just slightly will slow down traffic. I was glad to see all the planters eliminated. What is the HMA lifespan? Thank you.

Karla Jackson Johnson – As far as your streetscape choices, stop spending and stop suspending.

IV. New Business

A. Consider two options for the Downtown Streetscape Revisions.

The commission discusses with the Prien and Newhoff team who are virtually attending.

Denison explains that the commission sat with the City Manager a couple weeks ago to discuss reducing costs. They eliminated brick pavers, fire pits, trash receptacles, benches, columns, planters, and by changing the roadway from concrete to asphalt. P&N drew up one option including the changes we wanted and a second option that, in their professional opinion, we should pursue.

The P&N team walks the commission through the concept for both options.

Option 1 includes the desired changes. The goal with option 2 was to keep the historic feel and the input of everyone from the past 2-3 years. It added some soft features including brick and a few planters. Asphalt roads if you don't maintain them typically have a 20-year life. In the meantime, you may have maintenance to extend that life. Concrete costs more upfront but lasts twice as long. There is still maintenance but less. If you go concrete expansion joints would be included in the design to mitigate contraction and expansion related issues. Areas with concrete and asphalt that have transverse joints are to maintain and you'll be constantly patching them so limit the change back and forth. If you're putting a concrete road in we'd probably be doing a colored concrete or brick crosswalk, not asphalt. If you're doing an asphalt road we'd most likely do stamped asphalt. Most of it would come down to aesthetics, the brick preserves more of that historic feel but is more expensive and the concrete gives a modern feel. A concrete tabletop would be easier to maintain and feel like it's at a uniform grade level. It would make trucks feel like they don't belong in that area. An asphalt road would narrow the road and give more dining space but still be distinguished as a road. Everything shown in concrete is raised up about 6in so it's all curb height. The sidewalks are 1.5-2 ft wide with the North side being a little wider. We have two native trees chosen, one being redbud trees for the historic nature of them, but we can choose any number of trees that meets your needs for the project. Through the MDOT contract it is \$500-600 per tree. There was a discussion with the Credit Union there about screening along the sidewalk there so you're not staring at the backs of buildings and that parking lot which is how we came up with the fence on Dewey.

Denison – Are we all in favor of moving that fence from the plan? There is unanimous agreement to request the fence be removed from the plan.

Swem – We had been talking with Buchanan Tree Friends about hardwood trees. They could research the proper root penetration, style of tree, and their cost would be \$150 per tree. It's important we research this, and we wouldn't have labor costs using our local experts.

Final Decision: option 1 but with concrete tabletop roadway, neutral flat non stamped concrete, could potentially use creative saw cuts to make it more attractive, removing the ornamental fence, and plan to work with local experts for the trees.

Motion is made by Vigansky that Mayor Denison steps down. The motion dies hearing no second.

V. Adjourned at 4:37pm.

Motion made by Money supported by Weedon to adjourn. Roll call vote carries unanimously.

Kalla Langston, City Clerk

Mayor Sean Denison



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, NOVEMBER 27, 2023 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

I. Call to Order

Meeting was called to order by Mayor Sean Denison at 7:00 PM

II. Recognition

A. Recognition: *Lt. John Leonard on his 23 years of service to the Buchanan Police Department and retirement.*

Mayor Denison presented a certificate to Lt. John Leonard.

As you retire after 23 years of service to the City of Buchanan, I want to extend my heartfelt thanks for your dedication to the Buchanan Police Department keeping our community safe. Your commitment and hard work have been instrumental in ensuring our town's security and well-being. Your professionalism and integrity have set a high standard for all, and your presence will be greatly missed. Congratulations on your retirement, and best wishes for a fulfilling and relaxing new chapter ahead. Thank you for your service and the positive impact you've had on our town.

III. Pledge of Allegiance

Mayor Denison led in the Pledge of Allegiance.

IV. Roll Call

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

Absent: None.

City Staff: City Clerk, Kalla Langston; Community Development Director, Rich Murphy; Assistant Community Development Director, Ashley Regal; Director of Public Services, Mike Baker; Director of Public Safety, Tim Ganus; Chief of Police, Harvey Burnett

V. Approve Agenda

Motion made by Vigansky supported by Weedon to approve amended agenda to add item E. under VII. Consent Agenda, consider appointing Matt Pleasant to the Planning Commission for a 3-year term ending in June of 2026. As well as add item D. under XI. New Business. Consider allowing Mayor Sean Denison to sign any MDOT documents pertaining to the infrastructure project in the absence of a city manager.

Motion made by Vigansky supported by Weedon to approve the amended agenda, as presented. Roll call vote carries unanimously.

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

Monroe Lemay- Apologized to the commission, public and Chief Harvey Burnett for her outburst last commission meeting. Statements about communication with Commissioner Vigansky about an established timeline City Manager Ben Eldridge, Lemay asked Clerk to put statement into the record see attachment A for full comment.

Tom Hitcker- Former City Commissioner and Mayor thanked the commission for the service as well as Lt. John Leonard. Concerns about the city talked about past commission proceedings. Comments about Commission Vigansky's delivery.

Alan Robandt- comments about city hall staff and the issues that have arisen. Read the chain of command memo and employee incident memo from former city manager Heather Grace.

Carla Jackson Johnson- Asking for the Commission to stop spending. Comments about firing Benjamin Eldridge and comments about characterization of Benjamin Eldridge.

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

A. Minutes

Consider Minutes from Regular Meeting November 13, 2023.

B. Shop with a Cop

Consider approving \$4,000.00 to purchase gift cards for the annual "Shop with a Cop" program during which our Police Department will take 20 children to Walmart in December to spend \$200.00 each. This annual expenditure is funded by donations to the program.

C. Purchase Request

Purchase request for LT. John Leonard to purchase his BPD-issued firearm.

D. Expenditures

Consider approving expenditures for November 27, 2023, in the amount of \$101,773.46

E. Consider appointing Matt Pleasant to the Planning Commission for a 3-year term ending in June 2026.

Motion made by Weedon supported by Money to approve the consent agenda, as presented.

Yea: Weedon, Vigansky, Denison, Money

Nay: None

Abstain: Swem - business/financial transaction for item E.

VIII. Scheduled Matters from the Floor (if any)

A. Randy Bicard- Bringing Pickleball to Buchanan update.

Bicard has been working on bringing Pickleball to Buchanan. Bicard acquired quotes and talked about putting pickleball courts being put at 401 River St. Estimates come in about \$86,000.00. Bicard is planning on going for funding once the location is chosen. Recommends meeting with BARB on the location.

Motion made by Weedon to postpone item VIII A., supported by Vigansky to postpone until the next meeting. Roll call vote carries unanimously.

IX. Reports by: Departments, Committees, Boards

A. Buchanan Police Department - Chief of Police, Harvey Burnett

1) Request to purchase Body Worn Cameras

Motion made by Denison supported by Money to postpone the Request to purchase Body Worn Cameras.

Yea: Money, Swem, Denison, Weedon

Nay: Vigansky

Motion carries 4-1.

X. Unfinished Business

XI. New Business

A. Resolution 2023.11/32

Consider Resolution 2023.11/32- a resolution to approve the addition of the Michigan Cooperative Liquid Assets Securities System as an approved Investment option. The Finance Committee recommends approving the resolution.

Motion made by Swem supported by Weedon to approve resolution 2023.11/32, as presented. Roll call vote carries unanimously.

B. Special Meeting - Consider setting a special meeting for November 29th at 6:00 P.M. to consider the employment status of the City Manager.

Motion made by Weedon supported by Swem to set a special meeting for November 29th at 6:00 PM.

Yea: Money, Denison, Swem, Weedon

Nay: Vigansky

Motion carries 4-1.

Motion made by Vigansky, supported by Weedon to reinstate City manager, Benjamin Eldridge immediately. It has been three weeks since the city manager was suspended.

Yea: Vigansky

Nay: Denison, Weedon, Money, Swem

Motion does not carry.

C. Consideration of a Motion by the Mayor to hold a special open meeting hearing to proceed on charges under the City Code of Conduct and Ethics Ordinance and City Rules of Procedure for City Commission Meetings against Commissioner Dan Vigansky.

Mayor read his complaints to the public – see Attachment B.

Motion made by Swem, supported by Weedon approve to hold a special open meeting hearing to proceed on charges under the city code of conduct and ethics ordinance and city rules of procedure for City Commission meetings against Commissioner, Dan Vigansky.

Yea: Weedon, Money, Swem, Denison

Nay: Vigansky

Motion carries 4-1.

D. Consider allowing Mayor Sean Denison to sign any MDOT Documents pertaining to the infrastructure project in the absence of a city manager.

After deciding which option to pursue for the Downtown Streetscape project in last week's special meeting, Mike Schwartz from Prein & Newhof is getting the paperwork ready to submit by the deadline on December 15th. He may have MDOT documents that need to be signed and asks the commission to make a motion to allow the mayor to sign them if there is still no active City Manager.

Swem motions supported by Money, to allow Mayor Sean Denison to sign any MDOT documents pertaining to the infrastructure project in the absence of a city manager. With the request that once those are signed Mayor forwards them to the remaining commission.

Yea: Weedon, Money, Swem, Denison

Nay: Vigansky

Motion carries 4-1.

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

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

Harvey Burnett, Chief of Police – Announces Shop with a Cop event this Saturday.

Jerry Flenar, Chairman of McCoy Creek Trail – Clarifies in response to complaints from last weeks commission meeting that there is absolutely no city money spent on the trail.

Richard Martin, 920 Chippewa – I attended the Bucktown Christmas Parade and Christmas tree lighting ceremony. I wanted to say it was wonderful, and the night went well.

XIV. Executive Comments

A. City Manager Comments

B. Commissioner Comments

Weedon – I just thank everybody for coming out. When Sean and I joined this adventure 5 yrs ago, you can never anticipate a night like this where we have such a room divided on opinions and perspectives. I think ultimately we all desire for Buchanan to be exactly what it's always been, a home to each and every one of us. We attempt as much as we can to be as kind and thoughtful to every person that comes before us. I think Buchanan does it better than anybody. Richard I think you pointed out something that is just a very small portion of things we need to be excited about in this city. I plead, take a moment, and start to think about what you share and what you talk about and how you act. It doesn't mean that what you're saying doesn't have value and that it may not be accurate, and it may not be, but the bottom line is that we have one of the most beautiful cities in Southwest Michigan. We have some of the most exciting things happening within our city and all I ask of you is to take a moment and start to spread that love and start to share the exciting things that are happening in the city. In addition to your opinions that may differ from others. But please remember there are so many things and so many people putting in so much money and so much time and so much effort to make this the city that we love – and that honestly many other people love and that's why they want to come here. I want to see that continue amidst us having difficult times with personnel, staff, finances, and so much more. It doesn't mean we sweep it under the rug and forget about it. It means we can't forget these things that made us care this much, the reason you're here tonight. I just wanted to say thank you for that.

Swem – First, thank you to John Leonard for your service. Its been great to know you all these years and wishing you the best on what's next to come with the goats. Richard hit on it, but I had it in my notes to have a big thank you to everybody involved all the merchants that participated downtown, all the community members that showed up, Buchanan Chamber of Commerce, and members of City Hall that helped put Bucktown Christmas together. It was a wonderful event, a beautiful event. It really represents that passion this community has for each other and why its great to live here and be here. So thank you. Apologizes, I'm horse tonight and lastly our motion on Dan tonight, as Sean stated it is not taken lightly. It's done because we don't want our staff to dread coming to work because

somebody's going to come down here and so whatever or any of those other allegations that don't represent this community for what it is that we're being accused of. A civil rights allegation is a serious complaint that we need to take seriously, much like the other allegations. We need to get the truth just like we're committed to getting. Hence the investigation process so I believe Dan is going to have his chance to speak to those allegations as he deserves and that's what we motioned on tonight, for him to have that opportunity to speak out about why he's being accused of these things and if it is becoming of a commissioner. That's it, he hasn't been found guilty of anything yet, it's his chance to talk at his hearing. I appreciate everybody's time tonight; I know it's not a fun topic once again but thank you for coming out. We appreciate you.

Vigansky – First before I get started in the serious stuff, the library is having their phase three construction, they need \$500,000 to finish their second floor. This is serious stuff. They've raised their own money. And the trail Jerry, I have never said nothing bad about the trail ever, ever. I know you do it on your own. I know that. The allegations, as I started to say before this is every working persons worst nightmare. Number four here, a sexual harassment. I came in here as a city commissioner, which I have that right to walk into this building, but I can't anymore because the codes were changed. Because they're playing that character assassination that's all this is cold, simple. Am I the easiest guy to get along with? No. But so what? That's my right, my first amendment right. Mr. Busby is in here tonight and I see there is a case number, but I don't believe there probably has been any attorney money spent on this case number because I haven't received a copy of this case number. Mr. Busby and I got into a pretty serious verbal disagreement, and he held his ground, but I held mine. I appreciate you for that and I respect you for that, sir. Mr. Busby interjects, "It wasn't a disagreement it was a threat that you made, let's get it straight." Well, the police department was contacted. I talked to the sheriff's department and there's no case with the sheriff's department. With the sexual harassment there's no case because I contacted the sheriff's department. I walked down here; I got my mail, and I got a phone number. Kalla come out of her office like a 'banshee'. I stepped into the office I was in and closed the door because I didn't want to listen to her. Because I know how to deal with people like that and they don't usually like the way I deal with them. So, to make my exit I had to walk past her. She's the one that's been releasing all the confidential information, she's the one that's put the fear of god in the employees, she's the one that thinks or tries to make all the employees think they're going to lose their jobs. And if you think she's a great clerk you oughta really think about it, real real hard. As far as the other management, this is a mutiny beyond mutinies. And usually, you hang the mutineers you don't hang the captain, no matter how many mutineers you have to hang. You hang the mutineers. This was all management. This is Rich Murphy, Ashley Regal, Harvey Burnett, Tim Ganus, and Mike Baker and none of their names are on the complaints but there was 42 of them originally. And then when they were given to me, I did call them bullshit because that's what they are, they're bullshit. They have 42 complaints from employees complaining about having to do their jobs. Being made to do what every employee is supposed to do, punch the clock, and save money. The one thing that Ben is guilty of is allowing too much horseplay in this office and participating in it by trying to get to know the people. The police department is complaining about being short-staffed. You have two chiefs of polices. Why do we have two chiefs of police? This commission allowed it. This commission has allowed everything that has gone on down here. So, when they cry about losing multiple employees because the City Manager comes in here and decides to clean house because his managers aren't backing him up, you cannot do anything else otherwise you have chaos. And the fact that the state is going to come in, its going to happen people. No matter what he says (gestures to mayor) and whether you get rid of me or not the people I just named the state will get rid of because they'll see how unproductive they are when they come in. So that's my five minutes don't expect me to show up at your stupid hearing, contact the governor.

Money – First up I want to thank everybody for being here once again. Congratulations to John Leonard for those 23 years of service that you worked so hard for, Buchanan really appreciates it. Thank you for your other service in the Marine Corps don't know if it's the Ura or Hura but whatever it is, congratulations with that John. Also, I want to give a big shoutout to the Chamber of Commerce and all the people that were involved in the parade Saturday. I was kind of fortunate and I had a kind of birds eye view and it was tremendous outing. Like Rich Martin said, there was a great turnout, a lot of kids on the street, a lot of adults, a lot of parents, and it was just a remarkable turnout. Once again thank you to the City of Buchanan for all of their efforts to make it once again a great event. That's all I have, well one more thing. I also want to say thank you to this commission one and all because we all do such a good job.

C. Mayor Comments

This past week someone texted me an interesting article regarding the things going on at Michigan State University right now with Mel Tucker and the board at Michigan State. There was an interesting comment from the athletic director, and I think that it couldn't be more fitting for where we were sitting right now. It says best practices in investigations call for privacy in order to not influence outcomes. Privacy is also key to creating a culture around reporting incidents, we must create a safe environment for all individuals to come forward without a fear of institutional retaliation or dissemination of information regarding highly personal matters. I can't say it any better than that. Wednesday night we will have an open hearing. Unfortunately, I think any privacy has gone out the window I think Mr. Vigansky has pushed us past allowing any kind of secrecy or confidentiality so Wednesday night at 6pm we will be here to discuss how to move forward with our City Manager and figure out a way to keep the city moving forward. So, I look forward to seeing you all then, thank you very much for coming. I will take a motion to adjourn.

XV. Adjourn

Motion made by Weedon, supported by Money to adjourn the meeting at 7:54 pm. Roll call vote carries unanimously.

Kalla Langston, City Clerk

Mayor Sean Denison

3 minute comment from Monroe Lemay, 118 Schirmer Parkway

This is in regards to the charges the mayor is bringing up against Dan Vigansky.

After Mayor Denison's statement to the press about it being another commissioner's fault for having to suspend the city manager (throwing the blame on Dan Vigansky), they have decided to follow up with charges.

Interesting enough, I communicated with Dan when I saw this and asked him questions to establish a timeline as to how this all went down. Here were his answers.

1. When did (date, day) did Sean receive the letter of complaint with the 42 grievances against Ben Eldridge the CM from city employees?

Answer:

Thursday, November 2nd in the evening.

2. When did he tell you and the other commissioners?

Answer:

Friday November 3rd at 4pm.

I don't know when he informed Patrick and Mark, but he mentioned that he was on his way to inform Larry Money next.

3. Did he already consult the attorney when you were informed?

Answer:

Yes

4. When did you speak to the commissioners and voice your opposition, and when did you tell them you were going to share the document with Ben.

Answer:

Asked Sean if he talked City Manager, he said No.

There was no contact with other commissioners as they do not speak with me.

5. When did you email the document to Ben.

Answer:

Late on Saturday, November 4th

6. In conversation with Sean and the other commissioners, was there ever any mention or talk about suspending Ben on Monday?

Answer:

Sean had a conversation with me on Friday, November 4th that his intention was to fire the CM.

That's when Dan mentioned that he was going to share the document with CM so he was aware of what was going on and so he could have a chance to defend himself before he got fired.

The mayor had plenty of time to intervene and ask the city manager to work remotely from home until the matter was investigated. He did not do that, as according to Dan he had intended on firing him all along.

Attachment B

Proposed Charges Against Commissioner Vigansky Under City Code of Conduct and Ethics Ordinance and City Rules of Procedure for City Commission Meetings

1. During a June 14, 2023 public meeting of the Buchanan Area Recreation Board, Mr. Vigansky addressed members of the public audience, which included African- American individuals, using the phrases "you people" and "those people." This conduct resulted in the filing of a Complaint with the Michigan Department of Civil Rights (MDCR), Case # 635831. This Complaint is still under review by the Civil Rights Department, has harmed citizen relations with the City, and caused the City to unnecessarily spend funds on attorney's fees responding to the MDCR Complaint.
2. On November 3, 2023, the City of Buchanan Mayor sent to all City Commission members, by text message, a six page complaint made by City employees against the City Manager. The Mayor specifically instructed each Commission Member to keep the employees' complaint confidential and that the complaints would be investigated by the City Attorney. Mr. Vigansky disregarded the confidentiality directive by producing the complaint to the City Manager and releasing a copy or contents of the Complaint to the public, before an investigation could even be started. Although the employee complaints would be available to the public, release of the complaints before employees and the City Manager could be interviewed risked impeding investigation of the complaints. The complaint has at least five allegations of misconduct against female employees. Mr. Vigansky' s actions were acts of retaliation for the reporting of conduct in violation of the City's Misconduct, Harassment and Discrimination Policy ("Policy"). This conduct also violates Michigan's Civil Rights Act.
3. After receiving an envelope containing written employee complaints on November 3, 2023 against the City Manager I explained that the City had received multiple employee complaints from different City departments concerning the City Manager. Without reading the complaints, Mr. Vigansky immediately stated to me that the complaints were "just a bunch of retaliatory b___ sh___." This a clear statement Mr. Vigansky is completely not concerned with the investigation, and if needed resolution, of employee concerns.
4. On the morning of November 8, 2023, Mr. Vigansky entered the City Hall office and confronted City Bookkeeper Courtney Benham and Clerk Kalla Langston over their involvement in the employee complaints filed against the City Manager. The employee complaint contains allegations of misconduct against female employees. This incident was reported to the Berrien County Sheriff's Department, where the incident is being investigated. Mr. Vigansky' s actions were acts of retaliation for the reporting of conduct in violation of the City's Misconduct, Harassment and Discrimination Policy ("Policy"). This conduct also violates Michigan's Civil Rights Act.

These charges are filed against Commissioner Vigansky under the City's Rules of Procedure for City Commission Meetings and Code of Conduct and Ethics ordinance. Depending on the factual findings of the Commission, if support is found for one or more of the above charges, the City Council may take one or a combination of the following actions:

Attachment B

1. Accept and vote whether or not to adopt a resolution of censure.
2. If two or more independent findings of misconduct in office are found based on the above charges, vote whether or not to adopt a resolution of censure that includes a request for the Commissioner's resignation from office.
3. Takes a Commission vote on a resolution requesting Commissioner Vigansky to resign from his position as a City Commissioner. If Commissioner Vigansky refuses to resign after a request for resignation from office, the Commission may take any legal action necessary to terminate the Commissioner's right to remain a seated City Commissioner, including a resolution for the filing of charges with the Governor of the State of Michigan, requesting an action for the removal of the Commissioner from office, under MCL 168.327.



SPECIAL MEETING OF THE BUCHANAN CITY COMMISSION
WEDNESDAY, NOVEMBER 29, 2023 – 6:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

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

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I. Call to Order

The meeting was called to order at 6:00pm.

The Mayor read the following statement:

"Over the last several days, there has been extensive media coverage concerning the City Manager, some of which is not entirely accurate or has been taken out of context. This statement reflects and is intended to clarify my personal and public comments surrounding these issues.

I wish to clarify that there are not, and never were, multiple complaints against Mr. Eldridge of misconduct against female employees based on gender or sex. Based on my understanding, there were never any employee complaints of inappropriate or wrongful physical contact or sexual misconduct; however, there was one contested claim of one single comment made about inappropriate clothing in the workplace. Given the ramifications of these issues, I felt it important to clarify these details."

II. Pledge of Allegiance

The mayor led in the pledge of allegiance.

III. Roll Call

Present: Money, Vigansky, Denison, Swem, Weedon

Absent: None

City Hall Staff Present: City Manager Ben Eldridge, Community Development Director Richard Murphy, City Clerk Kalla Langston, Public Works Director Mike Baker, Chief of Police Harvey Burnett, Public Safety Director Tim Ganus, and many other staff members present from all different departments.

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

Don Ryman – Warned the Commission that hiring a new City Manager would be difficult and that Buchanan is not in a good financial position.

Brenda Beadenkopf – Spoke against firing the City Manager and in favor of fiscal responsibility.

Carla Jackson Johnson – remarked that the Commission had previously praised Ben Eldridge.

Hugh Hagan – Praised Clerk Kalla Langston and her work ethic.

Penny Slocum-Correa – Spoke against Commissioner Vigansky releasing information to the City Manager and members of the public in lieu of handling it in private.

Richard Martin – Spoke about the positive interaction he had with the City Manager during Tree Friends meetings.

V. New Business

A. Employment Status- *Consider the employment status of City Manager, Benjamin Eldridge.*

Mayor Denison asked if Eldridge would like to make a statement. Eldridge spoke in support of his conduct and the work he has done as City Manager. He read a selection of the grievances submitted in reference to him and denied any wrongdoing. He then submitted his resignation as he felt he could no longer work at City Hall.

Motion made by Vigansky, supported by Weedon to not accept the City Manager's resignation.

Vigansky would like the Commission to make a decision instead of accepting Eldridge's resignation. Denison provided a timeline of his actions after receiving the list of grievances. Vigansky named City Staff and members of the audience he was unhappy with.

Yea: Vigansky

Nay: Money, Denison, Swem, Weedon

Motion fails.

Eldridge returned to the stand to address specific members of City Staff. Denison asked that he refrain from making personal attacks.

Motion made by Money, supported by Swem to accept Ben Eldridge's resignation.

Yea: Money, Denison, Swem, Weedon

Nay: Vigansky

Motion carries.

VI. Adjourn

Motion made by Weedon, supported by Swem to adjourn. Voice vote carries. Meeting adjourned at 7:30 P.M.

Kalla Langston, City Clerk

Mayor Sean Denison

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/30/2023	AP	AALFS PETROLEUM INC.	Invoice: 11.30.23 Ref#: 27460 (NOVEMBER FUEL CHARGES)		
		GAS AND OIL	101-301.000-751.000	673.95	
		GAS AND OIL	101-441.000-751.000	2,549.92	
		GAS AND OIL	101-336.000-751.000	36.24	
		GAS AND OIL	592-591.000-751.000	418.66	
		GAS AND OIL	592-590.000-751.000	31.18	
		GAS AND OIL	101-567.000-751.000	650.35	
		Vnd: 0336 Invoice: 11.30.23	101-000.000-202.000		3,910.46
		Vnd: 0336 Invoice: 11.30.23	592-000.000-202.000		449.84
		Expected Check Run: 12/11/2023			
				4,360.30	4,360.30
12/07/2023	AP	ALEXANDER CHEMICAL CORP	Invoice: 74971 Ref#: 27457 (CHEMICALS FOR WATER PLANT)		
		CHEMICALS	592-591.000-743.000	1,144.29	
		Vnd: 2293 Invoice: 74971	592-000.000-202.000		1,144.29
		Expected Check Run: 12/11/2023			
				1,144.29	1,144.29
12/07/2023	AP	ALEXANDER CHEMICAL CORP	Invoice: 75180 Ref#: 27458 (CONTAINER RENTAL FOR CHEMICALS)		
		CHEMICALS	592-591.000-743.000	170.75	
		Vnd: 2293 Invoice: 75180	592-000.000-202.000		170.75
		Expected Check Run: 12/11/2023			
				170.75	170.75
12/07/2023	AP	ASHLEY REGAL	Invoice: 12.01.23 Ref#: 27456 (BUCHANAN BUCKTOWN CHRISTMAS - THANK YOU)		
		PUBLIC RELATIONS	101-101.000-885.000	53.50	
		Vnd: 2306 Invoice: 12.01.23	101-000.000-202.000		53.50
		Expected Check Run: 12/11/2023			
				53.50	53.50
12/07/2023	AP	AT&T	Invoice: 12.07.23 Ref#: 27455 (CITY ISSUED PHONE USAGE)		
		CONTRACTUAL	101-172.000-818.000	254.28	
		CONTRACTUAL	101-215.000-818.000	203.82	
		TELEPHONE, INTERNET, CABLE	101-371.001-853.000	146.82	
		TELEPHONE, INTERNET, CABLE	101-567.000-853.000	122.64	
		TELEPHONE, INTERNET, CABLE	101-441.000-853.000	122.64	
		TELEPHONE, INTERNET, CABLE	592-591.000-853.000	122.64	
		CONTRACTUAL	101-101.000-818.000	258.12	
		Vnd: 0153 Invoice: 12.07.23	101-000.000-202.000		1,108.32
		Vnd: 0153 Invoice: 12.07.23	592-000.000-202.000		122.64
		Expected Check Run: 12/11/2023			
				1,230.96	1,230.96

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	AT&T TELEPHONE, INTERNET, CABLE 269 695-4028 269 409-8372 Vnd: 0153 Invoice: 10.17.23-11.16.23 Vnd: 0153 Invoice: 10.17.23-11.16.23	Invoice: 10.17.23-11.16.23 Ref#: 27459 (MONTHLY BILLING) 101-753.000-853.000 592-590.000-853.000 592-591.000-853.000 101-000.000-202.000 592-000.000-202.000	155.14 33.10 41.95	155.14 75.05
		Expected Check Run: 12/11/2023		230.19	230.19
12/07/2023	AP	BERRIEN COUNTY FIRE CHIEFS MEMBERSHIP AND DUES Vnd: 0041 Invoice: 12.01.23	Invoice: 12.01.23 Ref#: 27464 (ANNUAL MEMBERSHIP DUES FOR BCFCA) 101-336.000-831.000 101-000.000-202.000	50.00	50.00
		Expected Check Run: 12/11/2023		50.00	50.00
12/07/2023	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 11.30.23	Invoice: 11.30.23 Ref#: 27463 (PUBLIC HEARING NOTICE FOR 12/11/23) 101-215.000-903.000 101-000.000-202.000	30.00	30.00
		Expected Check Run: 12/11/2023		30.00	30.00
12/07/2023	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 11.23.23	Invoice: 11.23.23 Ref#: 27465 (2024 NOTICE OF MEETINGS) 101-215.000-903.000 101-000.000-202.000	118.00	118.00
		Expected Check Run: 12/11/2023		118.00	118.00
12/07/2023	AP	BEST ONE FLEET SERVICE MAINTENANCE - VEHICLE Vnd: 0953 Invoice: 4430024299	Invoice: 4430024299 Ref#: 27485 (SERVICE TRUCK 1997 INTERNATIONAL) 101-441.000-939.000 101-000.000-202.000	667.00	667.00
		Expected Check Run: 12/11/2023		667.00	667.00
12/07/2023	AP	BEST ONE FLEET SERVICE MAINTENANCE - EQUIPMENT Vnd: 0953 Invoice: 4430024765	Invoice: 4430024765 Ref#: 27486 (TIRES FOR FORD #1 DPW) 101-441.000-933.000 101-000.000-202.000	849.00	849.00
		Expected Check Run: 12/11/2023		849.00	849.00
12/07/2023	AP	BEST ONE FLEET SERVICE MAINTENANCE - EQUIPMENT Vnd: 0953 Invoice: 4430024764	Invoice: 4430024764 Ref#: 27487 (TIRES FOR FORD #2 DPW) 101-441.000-933.000 101-000.000-202.000	849.00	849.00
		Expected Check Run: 12/11/2023		849.00	849.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	BEST ONE FLEET SERVICE MAINTENANCE - VEHICLE Vnd: 0953 Invoice: 4430024973	Invoice: 4430024973 Ref#: 27488 (NEW HIGH PRESSURE FUEL PUMP FOR 1997 IN) 101-441.000-939.000 101-000.000-202.000	3,207.81	3,207.81
		Expected Check Run: 12/11/2023		3,207.81	3,207.81
12/07/2023	AP	BOBBY E BLAYLOCK MISCELLANEOUS SUPPLIES Vnd: 1820 Invoice: 11.24.23	Invoice: 11.24.23 Ref#: 27462 (REIMBURSEMENT FOR BOBBY BLAYLOCK LIFE SA) 101-336.000-756.000 101-000.000-202.000	39.62	39.62
		Expected Check Run: 12/11/2023		39.62	39.62
12/07/2023	AP	BUCHANAN FLORAL CO. PUBLIC RELATIONS Vnd: 0345 Invoice: 023677	Invoice: 023677 Ref#: 27461 (CORSAGE BOUTONNIERE - MAYOR DINNER) 101-101.000-885.000 101-000.000-202.000	22.50	22.50
		Expected Check Run: 12/11/2023		22.50	22.50
12/07/2023	AP	CERTASITE LLC MAINTENANCE-BUILDINGS Vnd: 1931 Invoice: 12587198	Invoice: 12587198 Ref#: 27468 (ANNUAL FIRE EXTINGUISHER INSPECTION FOR) 101-336.000-931.000 101-000.000-202.000	242.24	242.24
		Expected Check Run: 12/11/2023		242.24	242.24
12/07/2023	AP	COMCAST BUSINESS CITY CENTER/UTIL./REFUNDS TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1722 Invoice: 12.01.23-12.31.23 Vnd: 1722 Invoice: 12.01.23-12.31.23	Invoice: 12.01.23-12.31.23 Ref#: 27466 (MOTHLY CYCLE) 101-265.000-922.000 101-336.000-853.000 592-591.000-853.000 101-301.000-853.000 101-000.000-202.000 592-000.000-202.000	655.80 362.65 121.85 571.91	1,590.36 121.85
		Expected Check Run: 12/11/2023		1,712.21	1,712.21
12/07/2023	AP	COREWELL HEALTH MEDICAL EXAMS Vnd: 2307 Invoice: 11.30.23	Invoice: 11.30.23 Ref#: 27467 (SECOND HALF OF PHYSICAL FOR NEW FF NOAH) 101-336.000-961.000 101-000.000-202.000	119.83	119.83
		Expected Check Run: 12/11/2023		119.83	119.83
12/07/2023	AP	CRAIG MILLER UNIFORMS Vnd: 0881 Invoice: 11.24.23	Invoice: 11.24.23 Ref#: 27469 (BOOT REIMBURSEMENT) 592-591.000-768.000 592-000.000-202.000	60.00	60.00
		Expected Check Run: 12/11/2023		60.00	60.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	CULLIGAN OF COLOMA CONTRACTUAL - WATER Vnd: 1789 Invoice: 11.30.23	Invoice: 11.30.23 Ref#: 27470 (CITY HALL WATER) 101-265.000-818.000 101-000.000-202.000	59.50	59.50
		Expected Check Run: 12/11/2023		59.50	59.50
12/07/2023	AP	EGLE ANNUAL PERMIT FEE Vnd: 2138 Invoice: 761-11163701	Invoice: 761-11163701 Ref#: 27474 (PERMT FEE FOR NPDES) 592-590.000-957.002 592-000.000-202.000	5,500.00	5,500.00
		Expected Check Run: 12/11/2023		5,500.00	5,500.00
12/07/2023	AP	EXEMPLAR IT SOLUTIONS EXEMPLAR CONTRACT Vnd: 2228 Invoice: 1229	Invoice: 1229 Ref#: 27471 (CONTRACTED SERVICES FOR DECEMBER 2023) 101-265.000-818.000 101-000.000-202.000	2,225.56	2,225.56
		Expected Check Run: 12/11/2023		2,225.56	2,225.56
12/07/2023	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL - EXEMPLAR Vnd: 2228 Invoice: 1222	Invoice: 1222 Ref#: 27472 (MISC. SERVICE REQUESTS FOR NOVEMBER 2023) 101-265.000-818.000 101-000.000-202.000	1,090.88	1,090.88
		Expected Check Run: 12/11/2023		1,090.88	1,090.88
12/07/2023	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL - EXEMPLAR Vnd: 2228 Invoice: 1223	Invoice: 1223 Ref#: 27473 (SERVICES AT POLICE DEPARTMENT FOR NOVEMB) 101-301.000-818.000 101-000.000-202.000	429.30	429.30
		Expected Check Run: 12/11/2023		429.30	429.30
12/07/2023	AP	GASVODA & ASSOCIATES. INC. MAINTENANCE - SYSTEM Vnd: 1892 Invoice: INV23PTS0467	Invoice: INV23PTS0467 Ref#: 27482 (LEVEL TRANSDUCER -SCHIRMER) 592-590.000-938.000 592-000.000-202.000	1,761.66	1,761.66
		Expected Check Run: 12/11/2023		1,761.66	1,761.66
12/07/2023	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 09290	Invoice: 09290 Ref#: 27477 (WIPER BLADE FOR 46-9) 101-301.000-939.000 101-000.000-202.000	15.21	15.21
		Expected Check Run: 12/11/2023		15.21	15.21

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 20841	Invoice: 20841 Ref#: 27478 (OIL CHANGE AND NEW TIRES FOR 46-6) 101-301.000-939.000 101-000.000-202.000	91.55	91.55
		Expected Check Run: 12/11/2023		91.55	91.55
12/07/2023	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 20782	Invoice: 20782 Ref#: 27479 (REPAIRS FOR CAR 46-9) 101-301.000-939.000 101-000.000-202.000	1,145.26	1,145.26
		Expected Check Run: 12/11/2023		1,145.26	1,145.26
12/07/2023	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 20679	Invoice: 20679 Ref#: 27480 (REPAIR BATTERY ON 46-2) 101-301.000-939.000 101-000.000-202.000	232.79	232.79
		Expected Check Run: 12/11/2023		232.79	232.79
12/07/2023	AP	GRAINGER MAINTENANCE - EQUIPMENT Vnd: 0248 Invoice: 9912807196	Invoice: 9912807196 Ref#: 27475 (AIR COMPRESSOR) 592-590.000-933.000 592-000.000-202.000	37.42	37.42
		Expected Check Run: 12/11/2023		37.42	37.42
12/07/2023	AP	GRAINGER MAINTENANCE - EQUIPMENT Vnd: 0248 Invoice: 9907419692	Invoice: 9907419692 Ref#: 27476 (END CAPS FOR PIPE) 592-590.000-933.000 592-000.000-202.000	25.06	25.06
		Expected Check Run: 12/11/2023		25.06	25.06
12/07/2023	AP	GUY EDWARD LEWIS CONTRACTUAL - MIELAGE Vnd: 0023 Invoice: 10.24.23-12.1.23	Invoice: 10.24.23-12.1.23 Ref#: 27481 (MONTHLY MIELAGE REIMBURSEMENT) 101-371.001-818.000 101-000.000-202.000	65.50	65.50
		Expected Check Run: 12/11/2023		65.50	65.50
12/07/2023	AP	HERMAN & GOETZ MAINTENANCE-BUILDINGS Vnd: 2168 Invoice: SRVCE000000096756	Invoice: SRVCE000000096756 Ref#: 27483 (BATTERY FOR GENERATOR) 592-591.000-931.000 592-000.000-202.000	987.99	987.99
		Expected Check Run: 12/11/2023		987.99	987.99

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/30/2023	AP	INDIANA MICHIGAN POWER COMPANY	Invoice: 10.28.23-11.29.23 Ref#: 27489 (NOVEMBER POWER USAGE)		
		UTILITIES	101-301.000-921.000	545.71	
		UTILITIES	101-441.000-921.000	127.86	
		UTILITIES	101-336.000-921.000	16.07	
		UTILITIES	101-753.000-921.000	80.60	
		UTILITIES	592-591.000-921.000	2,377.97	
		STREET LIGHTING	101-441.000-926.000	2,466.32	
		UTILITIES	592-590.000-921.000	6,101.03	
		UTILITIES	101-755.000-921.000	30.44	
		CITY CENTER/UTIL./REFUNDS	101-265.000-922.000	64.19	
		Vnd: 0131 Invoice: 10.28.23-11.29.23	101-000.000-202.000		3,331.19
		Vnd: 0131 Invoice: 10.28.23-11.29.23	592-000.000-202.000		8,479.00
		Expected Check Run: 12/11/2023		11,810.19	11,810.19
12/07/2023	AP	JENNIFER MOUTSATSON GARRY	Invoice: JGD231201 Ref#: 27484 (FEED MILL/BARODA TIRE IMAGES, GUSTAVSEN)		
		ECONOMIC DEVELOPMENT	101-700.000-735.000	900.00	
		Vnd: MISC Invoice: JGD231201	101-000.000-202.000		900.00
		Expected Check Run: 12/11/2023		900.00	900.00
12/07/2023	AP	KRAIG PIKE	Invoice: 10.20.23 Ref#: 27454 (WORKED BUCHANAN FOOTBALL GAME)		
		POLICE RESERVES	701-000.000-150.000	36.00	
		Vnd: 2279 Invoice: 10.20.23	701-000.000-202.000		36.00
		Expected Check Run: 12/11/2023		36.00	36.00
12/07/2023	AP	LIVE BUCHANAN	Invoice: 10.06.23 Ref#: 27490 (REIMBURSEMENT FOR RETURNED WASH SINK)		
		ECONOMIC DEVELOPMENT	101-700.000-735.000	593.52	
		Vnd: MISC Invoice: 10.06.23	101-000.000-202.000		593.52
		Expected Check Run: 12/11/2023		593.52	593.52
12/07/2023	AP	LRS, LLC	Invoice: MN3905271 Ref#: 27491 (MONTHLY TRASH SERVICE)		
		29205.5	101-567.000-921.000	92.35	
		29199.1	101-265.000-922.000	92.35	
		29205.1	101-441.000-921.000	348.39	
		29205.4	592-590.000-921.000	92.35	
		29205.3	101-265.000-921.000	138.79	
		29205.2	101-265.000-921.000	138.79	
		2726.1	101-336.000-921.000	46.95	
		Vnd: 2331 Invoice: MN3905271	101-000.000-202.000		857.62
		Vnd: 2331 Invoice: MN3905271	592-000.000-202.000		92.35
		Expected Check Run: 12/11/2023		949.97	949.97

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	MICHELE FROST WATER Vnd: MISC Invoice: 12/07/2023	Invoice: 12/07/2023 Ref#: 27451 (UB REFUND FOR ACCOUNT: 3520 ACCT CLSD) 592-000.000-033.000 592-000.000-202.000	18.33	18.33
		Expected Check Run: 12/11/2023		18.33	18.33
12/07/2023	AP	MMTA CONFERENCES AND WORKSHOP Vnd: 1567 Invoice: 9232	Invoice: 9232 Ref#: 27492 (REGISTRATION FEE FOR 12/13/23) 101-253.000-864.000 101-000.000-202.000	15.00	15.00
		Expected Check Run: 12/11/2023		15.00	15.00
12/07/2023	AP	OSTRANDER, ERIC WATER Vnd: MISC Invoice: OVERPD ON FINAL	Invoice: OVERPD ON FINAL Ref#: 27452 (OVERPD ON FINAL) 592-000.000-033.000 592-000.000-202.000	121.62	121.62
		Expected Check Run: 12/11/2023		121.62	121.62
12/07/2023	AP	OUDBIER INSTRUMENT MAINTENANCE - EQUIPMENT Vnd: 2249 Invoice: 10540	Invoice: 10540 Ref#: 27493 (CALIBRATE FLOW METERS) 592-590.000-933.000 592-000.000-202.000	687.50	687.50
		Expected Check Run: 12/11/2023		687.50	687.50
12/07/2023	AP	PAM'S SIGNS MAINTENANCE - VEHICLE Vnd: 0220 Invoice: 8014	Invoice: 8014 Ref#: 27496 (DECALING FOR NEW SQUAD CAR) 101-301.000-939.000 101-000.000-202.000	675.00	675.00
		Expected Check Run: 12/11/2023		675.00	675.00
12/07/2023	AP	PARRETT COMPANY PRINTER PRINTER PRINTER PRINTER Vnd: 1596 Invoice: 74720 Vnd: 1596 Invoice: 74720	Invoice: 74720 Ref#: 27495 (PRINTERS FOR CITY HALL, PD & WWTP) 101-301.000-818.000 592-590.000-818.000 101-301.000-818.000 101-265.000-818.000 101-000.000-202.000 592-000.000-202.000	121.14 1.84 18.90 221.04	361.08 1.84
		Expected Check Run: 12/11/2023		362.92	362.92
12/07/2023	AP	PEERLESS-MIDWEST, INC. CONTRACTUAL Vnd: 1672 Invoice: 75340	Invoice: 75340 Ref#: 27494 (WELL #4A REHABILITATION & OVERHAUL) 592-591.000-818.000 592-000.000-202.000	45,900.00	45,900.00
		Expected Check Run: 12/11/2023		45,900.00	45,900.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	PERSONNEL CONCEPTS MAINTENANCE-BUILDINGS Vnd: 2043 Invoice: 12.01.23	Invoice: 12.01.23 Ref#: 27510 (OSHA SAFETY POSTER) 101-336.000-931.000 101-000.000-202.000	25.89	25.89
		Expected Check Run: 12/11/2023		25.89	25.89
12/07/2023	AP	PREIN & NEWHOF STREETSCAPE PROJECT STREETSCAPE PROJECT IMPROVEMENTS-OTHER THAN BLDGS Vnd: 1195 Invoice: 78520 Vnd: 1195 Invoice: 78520 Vnd: 1195 Invoice: 78520	Invoice: 78520 Ref#: 27497 (PROF. SERVICES RELATED TO CONTRACTS FOR) 101-701.000-887.000 202-701.000-887.000 592-000.000-132.000 101-000.000-202.000 202-000.000-202.000 592-000.000-202.000	1,476.53 1,476.53 11,807.54	1,476.53 1,476.53 11,807.54
		Expected Check Run: 12/11/2023		14,760.60	14,760.60
12/07/2023	AP	REDBUD HARDWARE ANTI-FREEZE FOR WATER TRAILER PIPE REPAIR CLAMP BATTERY TERMINAL FUEL STABIL CRL & ALCOHOL WALL MOUNT FOR GUITAR BATTERIES EYE BOLTS FOR STAND TO HOLD AUGER CHRISTMAS WREATHS SOAP AND BATTERIES FOR FLASHLIGHTS BULD FOR TAILLIGHT ON ORANGE CRUSH NEW ROPE AND HOOKS FOR VETERAN FLAG POLE SOCKET FOR DOWNTOWN BENCHES SHEAR BOLTS FOR BALER REPAIRS TO AIR LINE & WIRES DUCT TAPE FOR TRASH RUN LINERS AND GLOVES FOR DOWNTOWN TRASH RUN OIL DRY Vnd: 0141 Invoice: 11.30.23 Vnd: 0141 Invoice: 11.30.23 Vnd: 0141 Invoice: 11.30.23	Invoice: 11.30.23 Ref#: 27521 (NOVEMBER CHARGES) 701-000.000-582.091 592-591.000-938.000 101-567.000-933.000 592-590.000-933.000 592-590.000-743.000 101-265.000-931.000 101-336.000-851.001 101-441.000-933.000 101-441.000-932.000 101-441.000-756.000 101-441.000-939.000 101-441.000-932.000 101-441.000-939.000 101-441.000-756.000 101-441.000-939.000 101-441.000-756.000 101-441.000-756.000 701-000.000-202.000 592-000.000-202.000 101-000.000-202.000	20.97 8.99 4.99 7.99 63.98 9.83 39.98 8.96 10.99 24.48 8.98 108.02 6.49 10.28 7.78 17.97 96.45 37.98	20.97 80.96 393.18
		Expected Check Run: 12/11/2023		495.11	495.11
12/07/2023	AP	ROYAL PUBLISHING COMMUNITY POLICING Vnd: 2195 Invoice: 8099439	Invoice: 8099439 Ref#: 27498 (VOLLEYBALL AD) 101-301.000-886.000 101-000.000-202.000	110.00	110.00
		Expected Check Run: 12/11/2023		110.00	110.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0163035-IN	Invoice: 0163035-IN Ref#: 27512(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	342.20	342.20
		Expected Check Run: 12/11/2023		342.20	342.20
12/07/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0162863-IN	Invoice: 0162863-IN Ref#: 27513(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	344.66	344.66
		Expected Check Run: 12/11/2023		344.66	344.66
12/07/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0162948-IN	Invoice: 0162948-IN Ref#: 27514(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	342.20	342.20
		Expected Check Run: 12/11/2023		342.20	342.20
12/07/2023	AP	SALESSOURCE INTERNATIONAL OFFICE SUPPLIES Vnd: MISC Invoice: 27342	Invoice: 27342 Ref#: 27517(CLEANING CARDS FOR CHECK SCANNER) 101-253.000-728.000 101-000.000-202.000	48.43	48.43
		Expected Check Run: 12/11/2023		48.43	48.43
12/07/2023	AP	SELKING INTERNATIONAL & MAINTENANCE - VEHICLE Vnd: 0943 Invoice: 09588598P	Invoice: 09588598P Ref#: 27518(NEW ALTERNATOR FOR 2001 INTERNATIONAL) 101-441.000-939.000 101-000.000-202.000	826.39	826.39
		Expected Check Run: 12/11/2023		826.39	826.39
12/07/2023	AP	SISTER HILL NURSERY BUCHANAN TREE FRIENDS Vnd: 1149 Invoice: 667	Invoice: 667 Ref#: 27516(TREES FOR TREE FRIENDS) 701-000.000-582.091 701-000.000-202.000	1,415.00	1,415.00
		Expected Check Run: 12/11/2023		1,415.00	1,415.00
12/07/2023	AP	SOUTHWESTERN SUPPLY MAINTENANCE - VEHICLE Vnd: 1860 Invoice: 03/86179	Invoice: 03/86179 Ref#: 27515(HOSES FOR WESTERN STAR) 101-441.000-939.000 101-000.000-202.000	135.97	135.97
		Expected Check Run: 12/11/2023		135.97	135.97

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	STATE OF MICHIGAN CONTRACTUAL Vnd: 1492 Invoice: 551621661	Invoice: 551621661 Ref#: 27509 (LEIN TOKEN FEE) 101-301.000-818.000 101-000.000-202.000	33.00	33.00
		Expected Check Run: 12/11/2023		33.00	33.00
12/07/2023	AP	SWEET C. ROBINSON POLICE RESERVES Vnd: 1784 Invoice: 11.28.23	Invoice: 11.28.23 Ref#: 27453 (WORKED BUCHANAN BASKETBALL GAME) 701-000.000-150.000 701-000.000-202.000	36.00	36.00
		Expected Check Run: 12/11/2023		36.00	36.00
12/07/2023	AP	SWEET C. ROBINSON CITY CENTER/UTIL./REFUNDS Vnd: 1784 Invoice: 11.23.23	Invoice: 11.23.23 Ref#: 27511 (REFUND FOR CITY CENTER RENTAL) 101-265.000-922.000 101-000.000-202.000	150.00	150.00
		Expected Check Run: 12/11/2023		150.00	150.00
12/07/2023	AP	T MOBILE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1963 Invoice: 12.01.23	Invoice: 12.01.23 Ref#: 27504 (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: 12/11/2023		14.00	14.00
12/07/2023	AP	THE BARTON GROUP CONTRACTUAL Vnd: 1683 Invoice: 12012023-20	Invoice: 12012023-20 Ref#: 27508 (CONSTRUCTION ADMIN SERVICES FOR DECEMBER) 469-000.000-818.000 469-000.000-202.000	5,000.00	5,000.00
		Expected Check Run: 12/11/2023		5,000.00	5,000.00
12/07/2023	AP	THE FIRING PIN TARGET RANGE & SUPPLIES Vnd: 1004 Invoice: 01.09.2024	Invoice: 01.09.2024 Ref#: 27507 (REPLACEMENT SHOT GUN FOR PATROL VEHICLE) 101-301.000-729.000 101-000.000-202.000	490.00	490.00
		Expected Check Run: 12/11/2023		490.00	490.00
12/07/2023	AP	THE UPS STORE MISCELLANEOUS Vnd: 0269 Invoice: 11.29.23	Invoice: 11.29.23 Ref#: 27499 (MERCURY ANALYSIS SHIPMENT) 592-590.000-962.000 592-000.000-202.000	26.27	26.27
		Expected Check Run: 12/11/2023		26.27	26.27

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	TREE TOP PRODUCTS TRAIL GRANT EXPENDITURES Vnd: 2330 Invoice: INVTRE24929	Invoice: INVTRE24929 Ref#: 27503(SIGN POSTS) 401-000.000-970.031 401-000.000-202.000	2,432.58	2,432.58
		Expected Check Run: 12/11/2023		2,432.58	2,432.58
12/07/2023	AP	TWIN CITY AWARDS & TROPHIES CONFERENCES AND WORKSHOP Vnd: 1699 Invoice: 33445	Invoice: 33445 Ref#: 27505(2-10 YR PLAQUES FOR AWARD BANQUET NAME T) 101-336.000-864.000 101-000.000-202.000	207.00	207.00
		Expected Check Run: 12/11/2023		207.00	207.00
12/07/2023	AP	TWIN CITY AWARDS & TROPHIES PUBLIC RELATIONS Vnd: 1699 Invoice: 33438	Invoice: 33438 Ref#: 27506(KEY TO THE CITY PLAQUE) 101-101.000-885.000 101-000.000-202.000	45.00	45.00
		Expected Check Run: 12/11/2023		45.00	45.00
12/07/2023	AP	U.S. 31 SUPPLY, INC. MAINTENANCE-BUILDINGS Vnd: 1754 Invoice: T324838	Invoice: T324838 Ref#: 27500(LIGHTS FOR CITY HALL) 101-265.000-931.000 101-000.000-202.000	249.96	249.96
		Expected Check Run: 12/11/2023		249.96	249.96
12/07/2023	AP	U.S. 31 SUPPLY, INC. MAINTENANCE-BUILDINGS Vnd: 1754 Invoice: T324847	Invoice: T324847 Ref#: 27501(LIGHTS FOR CITY HALL) 101-265.000-931.000 101-000.000-202.000	49.90	49.90
		Expected Check Run: 12/11/2023		49.90	49.90
12/07/2023	AP	UMB BANK N.A NEW DPW BUILDING Vnd: 2310 Invoice: 946547	Invoice: 946547 Ref#: 27502(\$50 FEE FOR BILLING PERIOD FUNDS) 101-441.000-970.055 101-000.000-202.000	50.00	50.00
		Expected Check Run: 12/11/2023		50.00	50.00
10/31/2023	AP	WEX BANK GAS AND OIL GAS AND OIL GAS AND OIL Vnd: 1098 Invoice: 92963691 Vnd: 1098 Invoice: 92963691	Invoice: 92963691 Ref#: 27519(OCTOBER FUEL CHARGES) 101-301.000-751.000 101-567.000-751.000 592-591.000-751.000 101-000.000-202.000 592-000.000-202.000	869.05 187.47 195.28	1,056.52 195.28
		Expected Check Run: 12/11/2023		1,251.80	1,251.80

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
12/07/2023	AP	WEX BANK			
			<i>Invoice: 93708238 Ref#: 27520 (NOVEMBER FUEL CHARGES)</i>		
		GAS AND OIL	101-301.000-751.000	795.55	
		GAS AND OIL	101-567.000-751.000	81.85	
		GAS AND OIL	101-441.000-751.000	80.45	
		GAS AND OIL	592-591.000-751.000	73.77	
		Vnd: 1098 Invoice: 93708238	101-000.000-202.000		957.85
		Vnd: 1098 Invoice: 93708238	592-000.000-202.000		73.77
		Expected Check Run: 12/11/2023			
				<u>1,031.62</u>	<u>1,031.62</u>
				120,808.51	120,808.51
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000.000-202.000		31,421.36
		ACCOUNTS PAYABLE	202-000.000-202.000		1,476.53
		ACCOUNTS PAYABLE	401-000.000-202.000		2,432.58
		ACCOUNTS PAYABLE	469-000.000-202.000		5,000.00
		ACCOUNTS PAYABLE	592-000.000-202.000		78,970.07
		ACCOUNTS PAYABLE	701-000.000-202.000		1,507.97
			TOTAL INCREASE IN PAYABLE:		120,808.51



CITY OF NILES

November 30, 2023

Mayor Sean Denison
City of Buchanan, MI
302 N. Redbud Trail
Buchanan, MI 49047

Dear Mayor Denison:

It has been a privilege to provide public transportations services to the citizens of Buchanan. The feedback from public transportation users has been very positive and we have been able to increase transportation options for your residents.

We are currently investing in new software that will help us better identify ridership by jurisdiction but I can tell you DART ridership trips increased 14,200 since adding service for Buchanan. Berrien Bus' software also isn't very effective at breaking down ridership by jurisdiction but it appears Buchanan trips were close to 5,200 on an annual basis when this organization provided public transportation service.

The City of Niles is hopeful we can renew the public transportation agreement which is due to expire December 31, 2023. This arrangement greatly benefits the residents of both communities.

Please let me know if you require any further information or discussion.

Sincerely,

Richard Huff
City Administrator

**INTERGOVERNMENTAL AGREEMENT FOR
TRANSIT SERVICE**

This Intergovernmental Agreement for Transit Service ("Agreement") is made this ___ day of _____ 2023("Effective Date") by and between the City of Niles, Michigan, a Michigan home rule City, having the address of 333 North 2nd Street, Niles Michigan 49120 ("Niles") and the City of Buchanan, Michigan, a Michigan home rule city, having the address of 302 North Redbud Trail, Buchanan, Michigan 49107 (hereinafter "Buchanan") (each individually a "Party" and collectively the "Parties").

WHEREAS, Buchanan wishes to provide public bus transit services to its citizens and members of the public and have Niles Dial-A-Ride ("DART") service provide these same services through operation and maintenance of a public transit system for Buchanan pursuant to the terms of this Agreement;

WHEREAS, the Parties are authorized to enter into this Agreement under Michigan Public Act 35 of 1951, being MCL 124.1, et seq.; and

WHEREAS, the Parties find it in the best interest of the public health, safety and welfare to provide such transit service to Buchanan and the Parties now wish to formally memorialize their obligations related to providing the transit services specified in this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

1.0 Service.

1.1 General. Throughout the term of this Agreement, the City of Niles DART shall provide transit service as set forth below, in compliance with all applicable law, including without limitation applicable Federal law.

1.2 The City of Niles DART agrees to provide demand response and/or deviated fixed route transit service to the citizens of Buchanan and the surrounding area from 7:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. to 3:00 p.m. on Saturday, with the exception of major holidays, training dates, and inclement weather closures as determined by the City of Niles and DART management.

1.3 Additional Service. Additional transit service may be provided by Niles DART, in its discretion, as Niles determines appropriate given the demand for service, available resources, and cost allocation. Additional transit service shall be at Niles' sole cost, unless the parties enter into a dated written amendment to this Agreement for additional services at a rate different from that set in this Agreement.

1.4 Buses. Niles shall provide buses sufficient to operate during posted service hours. Buchanan shall not be responsible for capital rolling stock acquisition or for costs associated with replacement of buses necessary to provide service.

1.5 Marketing. Niles DART shall provide all marketing and advertising products, materials, route maps, and schedules for the Service.

2.0 Term and Termination.

2.1 Term. This Agreement shall commence on the Effective Date, and shall continue in full force and effect until December 31, 2026, unless sooner terminated as herein provided. This Agreement shall only renew upon a dated written agreement between the parties.

2.2 Termination. Either Party may terminate this Agreement for cause at any time during the Term of this Agreement upon one hundred eighty (180) calendar day's prior written notice, for cause.

3.0 Payment

3.1 Payment. During the term of this Agreement, Buchanan shall pay Niles DART for the Service the entire amount of Buchanan's revenue generated from its dedicated transportation millage (approximated to be \$90,000.00 per year). Payment shall be made following the State of Michigan tax schedule (remit taxes collected the 1st-15th of the month and the 16th through end of month, within 10 days). In the event of termination before the end of a fiscal year, the millage amount to be paid to Niles shall be prorated for the days of Service provided in that fiscal year.

4.0 Operation.

4.1 General. Niles DART agrees that the Service shall be operated consistent with the description under Section 1 of this Agreement, which may be modified from time to time upon execution of a dated written amendment to this Agreement, and consistent with the general practices and procedures of Niles DART.

4.2 Signage and Bus Stops. As of the signing of this agreement, there are no active bus stops, signs or shelters in the City of Buchanan. No new signs, stops, or shelters shall be erected on municipal property without the prior dated written agreement of the Parties. Costs associated with any construction, improvement, and/or maintenance of signage, bus stops, and/or bus shelters located on municipal property within the city limits of Buchanan shall be established as a part of the aforementioned agreement.

4.3 Fares. Fares will be set in accordance with the DART Fare Change policy, which requires a public hearing and review by the Niles City Council.

4.4 Hours of Operation. The Service shall be provided consistent with days and hours of operation, including holiday closures, of Niles DART.

4.5 General Manager. The Niles DART General Manager, or designee, shall be solely responsible for the day-to-day operations of the Service, including coordination and oversight of all transit-related consultants, oversight of all marketing activities, providing information about the Service to the public and business community, applying for and tracking grants, ridership and routing analysis, capital rolling stock maintenance; and acquisition, facility acquisition, construction and

maintenance costs; complaint monitoring and response, and all other job functions as noted in the General Manager's Niles DART job description.

5.0 Miscellaneous.

5.1 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Michigan and any disputes concerning the provisions hereof shall be brought in the court of competent jurisdiction located in the County of Berrien, State of Michigan.

5.2 **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by any Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

5.3 **Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written communications, discussions, negotiations and drafts.

5.4 **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

5.5 **Notice.** Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

5.6 **Modification.** This Agreement may only be modified or amended upon a dated written agreement of the Parties. No agent, employee, or representative of either Party is authorized to modify any term of this Agreement, either directly or impliedly by a course of action.

5.7 **Governmental Immunity.** Both Parties and their officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by Michigan law. Notwithstanding any provision herein, Buchanan shall, to the extent allowed by law, indemnify and hold Niles harmless for any claim or cause of action or liability for same for any occurrence or incident prior to the date of this Agreement.

5.8 **Assignment; Subcontracting.** Neither Party shall assign or otherwise transfer any interest in this Agreement, or enter into any assignment of or subcontract for the provision of any of the Services to be performed under this Agreement, without the prior dated written consent of the other party.

5.9 **Independent Contractor Relationship.** The relationship of Niles DART to Buchanan is and shall continue to be that of an independent contractor and no liability or benefits, such as worker's compensation, pension rights or liabilities, arising out of or related to a contract for hire or an employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this Agreement. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating an agency relationship, or a partnership or joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than an independent contractor relationship.

5.10 Severability. If any one or more provisions of this Agreement or the application thereof to any person or circumstance shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.11 Captions. The headings of the sections and other subdivisions in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

5.12 Mutual Waiver of Consequential Damages: The parties waive claims against each other for consequential, special and exemplary damages caused by, related to or arising out of this Agreement or the failure to perform properly any obligation arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Sean Denison, Mayor
City of Buchanan, MI
302 N. Redbud Trail
Buchanan, MI 49047

Nick Shelton, Mayor
City of Niles, MI
333 N. Second Street
Niles, MI 49120

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. 4**

The Effective Date of this Amendment is: January 1, 2024.

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:

- Additional Services to be performed by Engineer
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The purpose of this amendment is to finalize the easement acquisition costs that were estimated in Amendment No. 2 of the Owner-Engineering Agreement.

This amendment is also to request approval of our 2024 hourly rates, as shown on the attached.

In summary, the above referenced scope changes will impact the engineering fees as follows:

Project	Basic Services	Resident Project Representative	Additional Services	Subtotal
Wastewater			\$31,650	\$31,650
Water			\$27,668	\$27,668
Non-Participating				
			Total	\$59,318

Agreement Summary:

Original agreement amount:	\$ 2,645,000
Net change for prior amendments:	\$ 525,545
This amendment amount:	\$ 59,318
Adjusted Agreement amount:	\$ 3,229,863

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: Sean Denison _____

By: _____
 Print name: Jason Washler _____

Title: City Mayor _____

Title: Vice President _____

Date Signed: _____

Date Signed: _____

Fee Schedule

Effective January, 2024

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	\$194
Senior Project Manager, Senior Professional IV	\$179
Project Manager, Senior Engineer III, Senior Professional III, Landscape Architect III, Senior Technician V	\$164
Senior Engineer II, Senior Professional II, Surveyor IV, Senior Technician IV, Geologist, Lab Manager	\$153
Senior Engineer, Senior Professional, Landscape Architect II, Surveyor III, Senior Technician III	\$143
Engineer II, Surveyor II, Senior Technician II, Senior Office Technician	\$134
Engineer, Surveyor, Senior Technician	\$124
Landscape Architect, Technician IV	\$114
Technician III, Lab Technician, Office Technician	\$104
Technician II	\$91
Technician	\$78

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