



**PUBLIC HEARING & REGULAR MEETING OF THE BUCHANAN CITY  
COMMISSION  
MONDAY, JUNE 28, 2021 – 7:00 PM  
ELECTRONIC MEETING**

**AGENDA**

*THE COMMISSION OF THE CITY OF BUCHANAN in compliance with Michigan’s Open Meetings Act, as amended, B2103192 of 2021, hereby gives notice of a public hearing regarding the Proposed FY 2021-2022 Budget for the City of Buchanan, followed immediately by a regular meeting to be held electronically in order to protect the health and safety of our community due to the novel coronavirus (COVID-19).*

Join Meeting via Computer: <https://zoom.us/j/2435931819>  
 Join Meeting via Mobile Phone: +16465588656,,2435931819#  
 Join Meeting via Land Line Telephone: +1 646 558 8656  
 Meeting ID: 243 593 1819  
 Toggle #6 to mute/unmute. #9 to raise your hand.

- \* All members of the public will be muted by the moderator, except for during the public comment portions of the agenda. To minimize background noise and/or feedback, we ask that participants manually mute their phone or computer microphone during this portion of the agenda if not speaking. Anyone who speaks during the meeting must provide their full name to the Clerk for recording in the official minutes.*
- \* 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 [bpitcher@cityofbuchanan.com](mailto:bpitcher@cityofbuchanan.com).*

**PUBLIC HEARING - PROPOSED FY 2021-2022 BUDGET FOR THE CITY OF BUCHANAN**

- I. Call to Order**
- II. Roll Call**
- III. Public Comment - Regarding Proposed Budget Only (3-minute limit)**
- IV. Adjourn Public Hearing**

**REGULAR MEETING**

- V. Call to Order**
- VI. Recognition**
- VII. Pledge of Allegiance**
- VIII. Roll Call**
- IX. Approve Agenda**
- X. Public Comment - Agenda Items Only (3-minute limit)**
- XI. Scheduled Matters from the Floor (if any)**

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

A. Approve Minutes of June 14, 2021 Regular Meeting

B. Approve Expenditures for June 28, 2021 in the amount of \$188,289.46

Payments of note:

- The remaining balance for Victory Park basketball court resurfacing in the amount of \$4,625.00
- Progress payment to Davis Construction in the amount of \$978,192.18
- Custom Computer Company for \$29,325.50 which includes a retainer fee of approximately \$3,800 with the remainder consisting of capital expenses (new computer equipment for City Hall) and licensing fees they paid on our behalf
- Dial-a-Ride monthly fuel charges for March and April in the amount of \$29,986.35
- Quarterly Worker's Comp payment of \$9,648.00

C. Staff Activity Briefing for June 23, 2021

D. Banner Placement - Michiana Cruisers Car Show

Banner placement request submitted by Gary Shindeldecker on behalf of the Michiana Cruisers Car Club. As all proceeds are donated to the nonprofit group R/Vets, he is asking the fee be waived, which has been customary. Waive fee and approve banner placement on East Front Street from July 5-12, 2021 to promote the Michiana Cruisers Car Show being held at Centennial Park, July 11, 2021.

E. Friends of McCoy's Creek Trail Committee - Regular Meeting Permanent Schedule Change

Ratify a permanent change to the published regular meeting schedule for the Friends of McCoy's Creek Trail Committee from the second Thursday of each month at 9:00 a.m. to the third Thursday of even months at 7:00 p.m., beginning August 19, 2021.

F. Approve Updated Banner Placement Request Form & Policy

Currently, the City has two different banner placement forms; one for the large, horizontal style banners that hang across Redbud or Front, usually promoting an event, and one for the small, vertical banners that hang from the lamp posts, such as the athletic or veterans banners. Given a lack of adherence to process and increasing demand and diversity in the use of the small vertical banners, the two banner request forms have been consolidated into one with clearer instructions and policy for both City Staff and the public, and no pricing change.

**XIII. Reports by: Departments, Committees, Boards**

**XIV. Unfinished Business**

A. Adopt Resolution 2021.06/229

Consider a resolution to adopt a budget for the City of Buchanan for FY 2021-2022.

Adopt Resolution 2021.06/230

Consider a resolution to adopt the proposed budget amendments for FY 2020/2021, as presented in detail in the corresponding Excel Spreadsheets.



E. Authorize City Manager to Create New Employment Contracts for Select Personnel

As discussed during prior budget discussions in previous special meetings, and as presented in the 2021/2022 FY Budget, Manager Grace requests express permission to create new employment contracts for select personnel, in order to implement the budget as presented (which may either be voted on all at once or individually):

- Transition the City Clerk position to a Non-Comp-time position by paying out current comp time and transitioning to a salaried contract position with a yearly salary of \$51,000.
- Transition the City Treasurer position to a Non-Comp-time position by paying out current comp time and transitioning to a salaried contract position with a yearly salary of \$51,000.
- Transition the City Building Inspector to an expanded role with a contract for increased part-time hours.
- Transition the City Police Chief to the new role of Public Safety Director, which will be a contract position and include a 5% increase in salary, as the new role will include additional duties, to include coordination of efforts and training programs between the Police Department and Fire Department, as well as serving as the main point of contact for all Public Safety related issues, especially when emergency management needs arise.

NOTE—If the City Commission votes to authorize the creation of these contracts, each individual contract will be presented for full review prior to final approval during the next City Commission meeting.

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

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

**XVIII. Executive Comments**

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

**XIX. Adjourn**



**REGULAR MEETING OF THE BUCHANAN CITY COMMISSION**  
**MONDAY, JUNE 14, 2021 – 7:00 PM**  
**ELECTRONIC MEETING**

**MINUTES**

**I. Call to Order**

Mayor Denison called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

**II. Roll Call**

**PRESENT:** Mayor Sean Denison, Mayor Pro Tem Mark Weedon, Commissioner Cameron Downey, Commissioner Larry Money, Commissioner Patrick Swem

**ABSENT:** None

**STAFF:** City Manager, Heather Grace; Police Chief, Tim Ganus; Community Development Director, Richard Murphy; Treasurer, Stephanie Powers; City Clerk, Barbara Pitcher; Interim Director of Public Works, Mike Baker; Wastewater Treatment Plant Supervisor; William Housand; Administrative Assistant, Alex Tobler

**GUESTS:** Don Ryman, Dale Toerne, Alan Robandt, Klm Moyer, Earl Scanlon, Brian Grice, Dan Vigansky, Michael Walpole, Rebecka Hoyt, Rick Panniagua, Joe Paolucci and others.

**III. Approve Agenda**

***Motion made by Mayor Pro Tem Weedon, Seconded by Commissioner Money to amend the agenda by removing item II.C. - Ross Sanders. Roll call vote carried unanimously. Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

***Motion made by Commissioner Swem, Seconded by Commissioner Downey to approve the agenda as amended. Roll call vote carried unanimously. Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

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

Don Ryman - Spoke regarding the Greater Niles Chamber of Commerce invoice

Alan Robandt - Suggested the striping project would be an opportunity to put utilities underground, plant trees, and get sidewalks re-done.

Dan Vigansky - Noted there is a 4-inch drop in one of the corners of the newly asphalted basketball court at Victory Park, spoke against any changes to the chicken ordinance, and asked why the City would extend a marijuana permit would be extended to a business that is still not up and running.

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

**A. Approve Minutes**

May 19, 2021 City Commission Special Meeting

May 24, 2021 City Commission Meeting

June 10, 2021 City Commission Special Meeting

**B. Approve Expenditures**

Approve Expenditures for June 14, 2021 in the amount of \$96,580.42. Items of note include:

50% down payment for the Victory Park basketball court resurfacing in the amount of \$4,625.00  
BS&A in the amount of \$20,905 for the Data Conversion

C. Approve Banner Placement Form - Michiana Cruisers

Banner to promote car show at Centennial Park on July 11, 2021. Banner to hang on E. Front Street, July 5-12, 2021.

D. Delinquent Utility Billing

Authorize delinquent utility billings to be certified to the Summer 2021 Tax Roll.

***Motion made by Commissioner Swem, Seconded by Commissioner Downey to approve the consent agenda. Roll call vote carried unanimously. Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

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

A. Water Bill Dispute

Dave Wishart submitted a letter disputing unpaid water bills applied to his taxes. City Manager Grace explained the circumstances. The Commission discussed. Downey offered Berrien County has an eviction diversion program Wishart should look into. Other Commissioners expressed this is the cost of doing business and ultimately the responsibility of the property owner. No action taken.

B. Request to Amend Domestic Chicken Ordinance

Letter from John & Nicole Longmore requested amending the Domestic Chicken Ordinance to include domesticated ducks.

***Motion made by Commissioner Swem, Seconded by Commissioner Money to make no amendment to the Domestic Chicken Ordinance. Roll call vote carried by majority.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Money, Commissioner Swem***

***Voting Abstaining: Commissioner Downey***

VII. **Reports by: Departments, Committees, Boards**

A. Septage Recieving & Treatment Briefing

Housand presented a change order for the Wastewater Treatment Plant to enable residential septage receiving. He states that costs could be recouped likely within a year and definitely less than two years.

***Motion made by Commissioner Money, Seconded by Commissioner Downey to approve change order to enable septage receiving. Roll call vote carried unanimously.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

B. Zoning Board of Appeals

The Zoning Board of Appeals (ZBA) will hold a Public Hearing on Thursday, June 24, 2021 to address and appeal from the property owner at 419 W. Front Street. In preparation for that meeting, the Commission should review and consider board membership with the following in mind:

- The ZBA is a 4-member board serving 3-year terms, meeting only as necessary.

- According to the most recent board roster, all terms have expired and includes two City Commissioners; Denison and Money (Money was not a Commissioner when originally appointed to the ZBA), with Downey as alternate. Only one Commissioner should serve on the board, as per statute.
- As a result, new ZBA appointments/reappointments are needed. If current members are reappointed, with the exception of one commission, one vacancy will need to be filled. Two board applications have been received indicating interest in serving on the ZBA:
  - Julia Abbot
  - Dan Vigansky (He has also expressed interest in the Brownfield Redevelopment Authority and the Buchanan Area Recreation Board)

***Larry Money resigned his position on the Zoning Board of Appeals.***

***Motion made by Mayor Pro Tem Weedon, Seconded by Commissioner Swem to appoint Dan Vigansky to a 3-year term on the Zoning Board of Appeals and reappoint all other ZBA members for 3-year terms commencing retroactively upon the expiration of their previous term.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

C. Buchanan Area Recreation Board - Board Appointments

At the June 9, 2021 meeting of the Buchanan Area Recreation Board (BARB), the members voted to recommend to the City Commission that Jennifer Popielski and Dan Vigansky be appointed to the Buchanan Area Recreation Board, which currently has two vacancies (though if BARB changes its Bylaws as was discussed during their meeting, three total vacancies are expected).

***Motion made by Commissioner Downey, Seconded by Mayor Denison to appoint Jennifer Popielski and Dan Vigansky to the Buchanan Area Recreation Board Roll call vote carried unanimously.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

D. Planning Commission Board Recommendations

At the June 8, 2021 meeting of Buchanan Planning Commission, the members voted to recommend to the City Commission that it increase the membership of the Design Review Committee, a subcommittee of the Planning Commission, be increased from three (3) to five (5), and that Michael Rowland and Joseph Paolucci be appointed to those additional two (2) seats.

***Motion made by Mayor Pro Tem Weedon, Seconded by Commissioner Swem the membership of the Design Review Committee, a subcommittee of the Planning Commission, be increased from three (3) to five (5) and that Michael Rowland and Joseph Paolucci be appointed to those additional two (2) seats. Roll call vote carried unanimously.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

E. Activity Briefing

Accept the May 28, 2021 Staff Activity Reports. No action necessary by the Commission.

VIII. **Unfinished Business**

A. Auger & Bit Bids

Postponed from a previous meeting in order seek additional bids, Interim Director of Public Services, Mike Baker presents the two bids received:

- Digga: 4DDS Drive - Backhoe Mount Hose Kit \$3,420.00; Auger-Tree Planting 36IN(450MM)-2.5IN Hex-Earth \$2,220.00; \$5,640.00 TOTAL
- MichiganCAT: Auger, A68, BHL, 45-50MM, Tree Bit Auger; \$6,246.40 TOTAL

**Following considerable discussion, motion made by Commissioner Money, Seconded by Mayor Pro Tem Weedon to approve the purchase of the Auger from MichiganCAT in the amount of \$6,246.40.**

**Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem**

B. DDA Opinion Letter

Scott Dienes of Barnes & Thornburg LLP has provided a final opinion on the City of Buchanan Downtown Development Authority. No action by the Commission

C. Financial Support for the McCoy's Creek Trail Expansion

Consider a pledge of \$5,000 annually for two years to support the McCoy's Creek Trail Expansion project.

**Motion made by Commissioner Swem, Seconded by Commissioner Money to commit \$5,000 annually for two years to support the McCoy's Creek Trail Expansion project. Role call vote carried unanimously.**

**Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem**

IX. **New Business**

A. Berrien County City/Village Road Agreement - Painting

**Motion made by Commissioner Money, Seconded by Mayor Pro Tem Weedon to approve the Berrien County City/Village Road Agreement for painting. Roll call vote carried unanimously.**

**Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem**

B. Red Bud Trail Restriping

The project would restripe Red Bud Trail from Richards Street to 3rd Street and includes one 8-foot parking lane, two 7-foot bike lanes, and two 11-foot driving lanes for a total width of 44 feet curb face to curb face from 3rd Street to Fulton Street; one 8-foot parking lane, two 5-foot bike lanes and two 11-foot driving lanes for a total width of 40 feet curb face to curb face from Fulton Street to Artic Street; two 5-foot bike lanes and two 11-foot driving lanes for a total width of 32 feet curb face to curb face from Artic Street to Richards Street. Also included in this estimate are pavement markings, traffic control and miscellaneous signage. Utility work (sewer, water, electric) is not included with the scope of this estimate.

TOTAL ESTIMATED PROJECT COST \$ 46,000.00

**Motion made by Commissioner Downey, Seconded by Commissioner Swem to approve the restriping of Redbud Trail. Roll call vote carried unanimously.**



***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

- C. Item removed from agenda
- D. Intergovernmental Agreement for Transit Service

The City Attorney has reviewed and approved a draft contract between the City of Buchanan and the City of Niles whereby the City of Niles would take over operation of our transit system from the County in exchange for payment of the transit millage amount. MDOT and the County both want to see this partnership occur, and our local transit committee is also in favor of the transaction, as it will have at least the same service levels as we currently have, and possibly even better service, for the same price we are paying now.

***Motion made by Commissioner Money, Seconded by Mayor Denison to approve the Intergovernmental Agreement for Transit Service. Roll call vote carried unanimously.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

- E. Marihuana Permit Renewals

The City has compiled the submissions we have received from Walpole Limited Craft Market, 303 Carrol St.; and Michicanna Pharm, 302 Post Rd., regarding their annual permit renewals.

1. Walpole Limited Craft Market, 303 Carrol St., One Microbusiness Permit
2. Michicanna Pharm LLC, 302 Post Rd., One Medical Grower Class B Permit, One Medical Process Permit

The Community Development Director has reviewed each application and the accompanying documentation including any updates to the applicant's original application and all documentation is in proper order. The required background checks are currently being performed by Buchanan Police Department. All permit fees have been collected. All Buchanan City Department Heads have signed off with their approval and all background checks came back satisfactorily per Buchanan Police Department. Approval of the above permit renewals are recommended.

***Motion made by Mayor Denison, Seconded by Commissioner Downey to approve permit renewals for***

1. ***Walpole Limited Craft Market, 303 Carrol St., One Microbusiness Permit***
2. ***Michicanna Pharm LLC, 302 Post Rd., One Medical Grower Class B Permit, One Medical Process Permit***

***Roll call vote carried unanimously.***

***Voting Yea: Mayor Denison, Commissioner Downey, Commissioner Money, Commissioner Swem***  
***Voting Abstaining: Mayor Pro Tem Weedon due to a conflict of interest arising from his employment in the cannabis industry.***

- F. Police Union Proposed Contract

Substantially similar to previous contract, with the following changes: 3% annual wage increases, addition of Veteran's Day as a holiday, boot allowance (up to \$200 reimbursement) annually instead of bi-annually. End language to allow field training officers to receive an additional \$2.00 per hour for time spent providing trainings (which saves on overall training expenses due to decreased travel, etc.)

***Motion made by Commissioner Money, Seconded by Commissioner Downey to approve the Police Union Contract. Roll call vote carried unanimously.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

G. Greater Niles Chamber of Commerce - 2021-2022 Membership Invoice

Jeff Rea, President & CEO of the Greater Niles Chamber of Commerce is unable to attend the meeting due to a prior commitment, but prepared a letter to the Commission outlining some of the work the GNOC has done to benefit the community. No action by the Commission.

H. Schedule Public Hearing for Budget

Schedule a public hearing for 7:00 p.m. on Monday, June 28, 2021 immediately preceding the regular City Commission meeting.

***Motion made by Mayor Pro Tem Weedon, Seconded by Commissioner Swem to schedule a public hearing for 7:00 p.m. on Monday, June 28, 2021 immediately preceding the regular City Commission meeting. Roll call vote carried unanimously.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

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

A. Return to In-Person Meetings

In response to ongoing restrictions placed into effect by state agencies due to COVID-19, the Berrien County Board of Commissioners' enacted a State of Emergency on March 25, 2021 for the purpose of allowing continued virtual meetings and to be compliant with the Open Meetings Act. In declaring the State of Emergency, all public bodies in Berrien County could maintain continuity of government. The State of Emergency is set to expire June 30, 2021.

B. Foreclosed Property Auction

The Berrien County 2021 tax foreclosed auction will be held Tuesday, August 24, 2021 - online only. It will be conducted by Title Check, via their website at [www.tax-sale.info](http://www.tax-sale.info).

C. Server Update

City Manager Grace offered up various options for new servers recommended by Custom Computer Company.

***Motion made by Commissioner Swem, Seconded by Mayor Pro Tem Weedon to purchase a Microsoft server for \$14,999. Roll call vote carried unanimously.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

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

Brian Grice - Works for Republic and questioned the City's decision to change waste contracts and asked why it was not made in a public meeting.

Rebecka Hoyt - Noted the 7th edition of the Buchanan Chronicle is published. Asked that people please reach out with story ideas and information on Buchanan sport team returns and parades.

Dan Viagansky - Questioned the value of the Buchanan Chamber of Commerce and stated it should not be merged with the City.

Don Ryman - Niles is trying to do away with a separate Buchanan. Now we've made a deal with Dial-a-Ride.

Fran Terry - Takes offense that one finds value in the Chamber. The Chamber has been working with the City on the Social District - doing it quietly - but working for the betterment of Buchanan.

## XII. Executive Comments

- A. City Manager Comments - June 23 is the local Chamber Awards ceremony at the Common with local dignitaries to be present. As of late, there has been some overuse of the Common work is underway to better organize the scheduling process. More information will be coming regarding a potential live broadcast at the Common of Hannah Roberts' Olympic debut.
- B. Commissioner Comments
- Commissioner Swem - Spoke in support of the Buchanan Chamber, stated he was pleased with movements on boards, and would still like to see seasonalized budgets.
  - Commissioner Downey - No comment.
  - Mayor Pro Tem Weedon - No comment.
  - Commissioner Money - Agreed with Swem regarding budgetary items.
- C. Mayor Comments - Clarified that he meant no offense to the Buchanan Chamber in his prior comments. Reminded everyone that Concerts at the Common has a great lineup of shows. Stated Redbud Hardware looks great and commended the Dippos on their hard work. Remarked that the Farmer's Market was busy on Saturday. Commended the Police Department and the Chamber on a successful Bike Rodeo. Clarified that the Waste Bid decision was made in a public meeting.

## XIII. Adjourn

***Motion made by Commissioner Swem, Seconded by Mayor Pro Tem Weedon to adjourn the meeting at 9:29 p.m. Roll call vote carried unanimously.***

***Voting Yea: Mayor Denison, Mayor Pro Tem Weedon, Commissioner Downey, Commissioner Money, Commissioner Swem***

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Barbara A. Pitcher, City Clerk

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Mayor Sean Denison

**INVOICE APPROVAL LIST BY FUND REPORT**

Item XII. B.

City of Buchanan

Time: 4:05 pm  
Page: 1

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Fund: 101 GENERAL</b>							
<b>Dept: 101.000 CITY COMMISSION</b>							
101-101.000-715.000	FRINGE BENEFIT						
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	42.01
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	17.37
							<b>59.38</b>
101-101.000-818.000	CONTRACTS						
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	70.42
							<b>70.42</b>
101-101.000-855.000	SAFER GRANTS						
	BUCHANAN COMMON STOP LUNCH AND LISTEN		STOP LUNCH & LISTEN	82989	06/17/2021	06/28/2021	810.00
							<b>810.00</b>
101-101.000-885.000	PUBLIC RELATIONS						
	BUCHANAN FINE ARTS COU		ANNUAL PROGRAMMING	82990	06/23/2021	06/28/2021	8,000.00
							<b>8,000.00</b>
101-101.000-888.000	RESURFACING						
	AFFORDABLE ASPHALT VICTORY PARK BALANCE		VICTORY PARK PROJECT	82986	06/16/2021	06/28/2021	4,625.00
							<b>4,625.00</b>
101-101.000-919.000	COVID-19						
	PITCHER/BARBARA//		ZOOM REIMB. ZOOM CALL	83022	06/21/2021	06/28/2021	15.89
							<b>15.89</b>
<b>Total Dept. CITY COMMISSION:</b>							<b>13,580.69</b>
<b>Dept: 172.000 CITY MANAGER</b>							
101-172.000-715.000	FRINGE BENEFIT						
	BLUE CROSS BLUE SHIELD7003446710		JULY 2021 JULY PREMIUMS	82988	06/06/2021	06/28/2021	1,737.77
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	1,260.00
	CITY OF BUCHANAN-PAYRC		MERS MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	756.13
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	143.27
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	17.89
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	17.89
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	17.89
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	22.56
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	104.20
							<b>4,077.60</b>
101-172.000-728.000	OFFICE SUPPLIES						
	OFFICE DEPOT	176269425001	OFFICE SUPPLIES	83021	06/07/2021	06/28/2021	144.57
							<b>144.57</b>
101-172.000-730.000	POSTAGE						
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	329.85
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	7.95
							<b>337.80</b>
101-172.000-818.000	CONTRACTS						
	CINTAS CORPORATION///	5065211828	MONTHLY SERVICE - CITY HA	82993	06/10/2021	06/28/2021	43.13
	CUSTOM COMPUTER COMP		IT RETAINER CITY IT RETAINER	82999	06/16/2021	06/28/2021	3,800.00
	CUSTOM COMPUTER COMP		LABOR CHARGE LABOR	82999	05/24/2021	06/28/2021	127.50
	CUSTOM COMPUTER COMP	1492	SUPPLIES COMPUTER SUPPLIES	82999	06/21/2021	06/28/2021	3,399.00
	CUSTOM COMPUTER COMP	1493-R-0001	ANTIVIRUS DOCUMENT BACKI	82999	06/21/2021	06/28/2021	4,500.00
							<b>11,869.63</b>
101-172.000-826.000	LEGAL FEES						

**INVOICE APPROVAL LIST BY FUND REPORT**

Item XII. B.

City of Buchanan

Time: 4:05 pm

Page: 2

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	KOTZ, SANGSTER, WYSOCKI	504501		83012	06/11/2021	06/28/2021	838.50
	KOTZ, SANGSTER, WYSOCKI	4558.00		83012	06/11/2021	06/28/2021	4,558.00
	KOTZ, SANGSTER, WYSOCKI	504500		83012	06/11/2021	06/28/2021	817.00
	KOTZ, SANGSTER, WYSOCKI	504495		83012	06/11/2021	06/28/2021	903.00
	KOTZ, SANGSTER, WYSOCKI	504499		83012	06/11/2021	06/28/2021	1,849.00
	KOTZ, SANGSTER, WYSOCKI	504499		83012	06/11/2021	06/28/2021	10,277.00
							<b>19,242.50</b>
101-172.000-864.000	CONFERENCE						
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	246.99
							<b>246.99</b>
101-172.000-962.000	MISCELLANEOUS						
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	2,039.91
							<b>2,039.91</b>
							<b>Total Dept. CITY MANAGER: 37,959.00</b>
<b>Dept: 191.000 ELECTIONS</b>							
101-191.000-715.000	FRINGE BENEFIT						
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	445.39
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	350.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	226.84
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	15.58
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	3.21
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	3.21
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	3.21
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	3.60
							<b>1,051.04</b>
							<b>Total Dept. ELECTIONS: 1,051.04</b>
<b>Dept: 209.000 ASSESSOR</b>							
101-209.000-715.000	FRINGE BENEFIT						
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	28.94
							<b>28.94</b>
							<b>Total Dept. ASSESSOR: 28.94</b>
<b>Dept: 215.000 CITY CLERK</b>							
101-215.000-715.000	FRINGE BENEFIT						
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	1,336.18
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	1,050.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	718.33
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	46.74
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	9.64
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	9.64
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	9.64
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	10.80
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	28.94
							<b>3,219.91</b>
101-215.000-864.000	CONFERENCE						
	PITCHER/BARBARA//		HOTEL REIMB. MAMC INSTITUTE HOTEL	83022	06/23/2021	06/28/2021	446.25
	PITCHER/BARBARA//		MEAL REIMB. MAMC INSTITUTE MEALS	83022	06/21/2021	06/28/2021	78.98
							<b>525.23</b>
101-215.000-873.000	TRAVEL & CONFERENCE						
	PITCHER/BARBARA//		MILEAGE REIMB. MAMC INSTITUTE MILEAGE	83022	06/21/2021	06/28/2021	210.56
							<b>210.56</b>
101-215.000-903.000	LEGAL NOTICES						

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	LEADER PUBLICATIONS LLC	1242724	HELP WANTED AD	83013	06/14/2021	06/28/2021	153.00
	LEADER PUBLICATIONS LLC	1256562	MEETING	83013	06/14/2021	06/28/2021	70.06
							<b>223.06</b>
<b>Total Dept. CITY CLERK:</b>							<b>4,178.76</b>
<b>Dept: 253.000 TREASURER</b>							
101-253.000-715.000 FRINGE BEN							
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	2,864.30
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	1,834.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	491.49
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	243.96
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	104.26
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	16.83
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	16.83
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	16.83
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	29.09
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	56.92
							<b>5,674.51</b>
101-253.000-728.000 OFFICE SUF							
	SBF ENTERPRISES///	0135384	SUMMER TAX SUPPLIES	83028	06/30/2021	06/28/2021	358.77
							<b>358.77</b>
101-253.000-730.000 POSTAGE							
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	7.95
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	7.95
	SBF ENTERPRISES///	0135384	SUMMER TAX SUPPLIES	83028	06/30/2021	06/28/2021	57.38
							<b>73.28</b>
<b>Total Dept. TREASURER:</b>							<b>6,106.56</b>
<b>Dept: 265.000 BUILDING AND GR</b>							
101-265.000-818.000 CONTRACTI							
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	1,709.95
	ROSE PEST SOLUTIONS	184288C	CITY HALL , TIN SHOP, PEARS	83026	05/31/2021	06/28/2021	45.00
							<b>1,754.95</b>
101-265.000-853.000 TELEPHONE							
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	70.42
							<b>70.42</b>
101-265.000-931.000 MAINTENAN							
	MARV'S LOCK SHOP///		POLICE DEPT LOCK	83016	06/11/2021	06/28/2021	497.00
							<b>497.00</b>
101-265.000-934.000 MAINT. - OF							
	J.P GILLEN & ASSOCIATES//	1477	MAINTENANCE	83011	06/14/2021	06/28/2021	1,910.00
							<b>1,910.00</b>
<b>Total Dept. BUILDING AND GROUNDS:</b>							<b>4,232.37</b>
<b>Dept: 271.430 PEAR'S MILL</b>							
101-271.430-935.000 BUILDING &							
	ROSE PEST SOLUTIONS	184288C	CITY HALL , TIN SHOP, PEARS	83026	05/31/2021	06/28/2021	51.00
							<b>51.00</b>
<b>Total Dept. PEAR'S MILL:</b>							<b>51.00</b>
<b>Dept: 271.440 BUCHANAN COMM</b>							
101-271.440-935.000 BUILDING &							
	ROSE PEST SOLUTIONS	184288C	CITY HALL , TIN SHOP, PEARS	83026	05/31/2021	06/28/2021	51.00

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<b>Total Dept. BUCHANAN COMMON:</b>							<b>51.00</b>
<b>Dept: 276.000 CEMETERY</b>							
101-276.000-715.000	FRINGE BEN						
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	334.44
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	316.96
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	14.40
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	570.20
<b>Total Dept. CEMETERY:</b>							<b>1,532.37</b>
101-276.000-818.000	CONTRACTI						
	CINTAS CORPORATION///	5065211822	MONTHLY SERVICE - WASTEVE	82993	06/10/2021	06/28/2021	56.64
<b>Total Dept. CEMETERY:</b>							<b>1,532.37</b>
101-276.000-853.000	TELEPHONE						
	COMCAST CABLE///	8771 40 225 0111091	6/7/21 MONTHLY BILLING	82997	06/07/2021	62/28/2210	154.73
<b>Total Dept. CEMETERY:</b>							<b>1,532.37</b>
101-276.000-933.000	MAINTENAN						
	M.A.A.C PROPERTY SERVIC		ADJUST IRRIGATION CEMETE	83014	06/22/2021	06/28/2021	85.00
<b>Total Dept. CEMETERY:</b>							<b>1,532.37</b>
<b>Dept: 301.000 POLICE</b>							
101-301.000-715.000	FRINGE BEN						
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	6,282.85
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	6,300.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	5,895.63
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	337.65
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	491.01
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	86.39
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	86.39
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	86.39
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	111.60
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	2,370.51
<b>Total Dept. CEMETERY:</b>							<b>22,048.42</b>
101-301.000-728.000	OFFICE SUF						
	OFFICE DEPOT	174931945001	OFFICE SUPPLIES	83021	06/10/2021	06/28/2021	137.27
	OFFICE DEPOT	174931945002	OFFICE SUPPLIES	83021	06/11/2021	06/28/2021	2.45
<b>Total Dept. CEMETERY:</b>							<b>139.72</b>
101-301.000-756.000	MISCELLAN						
	RUBICON COMPUTERS	3114	POWER SUPPLY	83027	06/21/2021	06/28/2021	79.95
<b>Total Dept. CEMETERY:</b>							<b>79.95</b>
101-301.000-818.000	CONTRACTI						
	STATE OF MICHIGAN///	551-587077	TOKEN FEE	83032	06/11/2021	06/28/2021	33.00
	VERIZON WIRELESS	9881622385	CARDS FOR PATROL VEHICLE	83034	06/23/2021	06/28/2021	122.95
<b>Total Dept. CEMETERY:</b>							<b>155.95</b>
101-301.000-886.000	COMMUNIT						
	BUCHANAN SCARECROW C	#171	SCARECROW FOR POLICE DE	82991	06/23/2021	06/28/2021	55.00
<b>Total Dept. CEMETERY:</b>							<b>55.00</b>
101-301.000-939.000	MAINTENAN						
	GENE WESNER AUTOMOTIV		WIPER BLADES FOR 46-9	83009	06/18/2021	06/28/2021	12.60
<b>Total Dept. CEMETERY:</b>							<b>12.60</b>
101-301.000-961.000	MEDICAL E)						
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	20.00

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<b>Total Dept. POLICE:</b>							<b>22,511.64</b>
<b>Dept: 336.000 FIRE DEPARTMENT</b>							
101-336.000-715.000	FRINGE BEN MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	118.67
							<b>118.67</b>
101-336.000-756.000	MISCELLAN WEST SHORE FIRE SERVI	24952	REPAIR OF SCBA FILL STATI	83035	06/21/2021	06/28/2021	564.54
							<b>564.54</b>
101-336.000-768.000	UNIFORMS STAR UNIFORM///	11053-2	DRESS UNIFORM	83031	06/21/2021	06/28/2021	114.90
							<b>114.90</b>
101-336.000-921.000	UTILITIES SEMCO ENERGY GAS COM	157576.500	JUNE 2021 SERVICE FIRE STATION	83029	06/28/2021	06/28/2021	125.15
							<b>125.15</b>
<b>Total Dept. FIRE DEPARTMENT:</b>							<b>923.26</b>
<b>Dept: 371.001 BUILDING INSPEC</b>							
101-371.001-715.000	FRINGE BEN MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	38.59
							<b>38.59</b>
101-371.001-853.000	TELEPHONE ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	70.42
							<b>70.42</b>
101-371.001-914.000	MEDICAL M/ ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	40.00
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	20.00
							<b>60.00</b>
<b>Total Dept. BUILDING INSPECTOR:</b>							<b>169.01</b>
<b>Dept: 441.000 DEPARTMENT OF I</b>							
101-441.000-715.000	FRINGE BEN BLUE CROSS BLUE SHIELD	7003446710	JULY 2021 JULY PREMIUMS	82988	06/06/2021	06/28/2021	301.21
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	56.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	286.55
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	13.16
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	2.10
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	2.10
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	2.10
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	9.03
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	1,653.67
							<b>2,325.92</b>
101-441.000-818.000	CONTRACTI CINTAS CORPORATION///	5065211877	MONTHLY SERVICE- CEMETEI	82993	06/10/2021	06/28/2021	56.64
							<b>56.64</b>
101-441.000-931.000	MAINTENAN CERTIFIED LABORATORIES/	7391378	AEROSOL	82992	06/03/2021	06/28/2021	149.85
							<b>149.85</b>
101-441.000-939.000	MAINTENAN BEST ONE FLEET SERVICE//	7000142638	TRUCK REPAIRS	82987	06/17/2021	06/28/2021	40.99
	RIDGE NAPA AUTO PARTS	619427	OIL FILTERS & SUPPLIES	83024	06/22/2021	06/28/2021	41.37
	RIDGE NAPA AUTO PARTS	619574	CARB, CHOKE AND BRAKE CL	83024	06/22/2021	06/28/2021	114.96



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<b>DEPARTMENT OF PUBLIC WORKS:</b>							<b>2,729.73</b>
<b>Dept: 756.000 BUCHANAN AREA</b>							
101-756.000-818.000 CONTRACTI							
	PRIDE THE PORTABLE TOIL	24340	SERVICE KATHRYN PARK	83023	06/24/2021	06/24/2021	80.00
	PRIDE THE PORTABLE TOIL	24342	SERVICE MCCOY CREEK	83023	06/27/2021	06/28/2021	80.00
	PRIDE THE PORTABLE TOIL	24338	SERVICE EB CLARK WOODS	83023	06/27/2021	06/28/2021	88.00
	PRIDE THE PORTABLE TOIL	24341	SERVICE CENTENNIAL PARK	83023	06/27/2021	06/28/2021	88.00
	PRIDE THE PORTABLE TOIL	24339	SERVICE BOAT LAUNCH	83023	06/27/2021	06/28/2021	80.00
							<b>416.00</b>
<b>HANAN AREA RECREATION BOARD:</b>							<b>416.00</b>
<b>Dept: 864.000 MISCELLANEOUS</b>							
101-864.000-965.021 RETIREES II							
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	28.55
							<b>28.55</b>
<b>MISCELLANEOUS COSTS/TRANSFERS:</b>							<b>28.55</b>
<b>Total Fund GENERAL:</b>							<b>95,549.92</b>
<b>Fund: 103 CAPITAL PROJECTS</b>							
<b>Dept: 000.000</b>							
103-000.000-970.011 CITY HALL C							
	CUSTOM COMPUTER PURCHASE	82999	COMPUTER PURCHASE COMPUTERS CITY HALL	82999	06/16/2021	06/28/2021	17,499.00
							<b>17,499.00</b>
<b>Total Dept. 000000:</b>							<b>17,499.00</b>
<b>Fund CAPITAL PROJECTS:</b>							<b>17,499.00</b>
<b>Fund: 107 DOWNTOWN DEVELOPMENT</b>							
<b>Dept: 435.000 FARMERS' MARKET</b>							
107-435.000-707.000 MARKET MA							
	HANSON/ASHLEY//		FARMERS MARKET HOURS	83010	06/19/2021	06/28/2021	260.00
							<b>260.00</b>
<b>Total Dept. FARMERS' MARKET:</b>							<b>260.00</b>
<b>FUND DEVELOPMENT FUND:</b>							<b>260.00</b>
<b>Fund: 202 MAJOR STREETS</b>							
<b>Dept: 463.000 ROUTINE STREET</b>							
202-463.000-715.000 FRINGE BEN							
	BLUE CROSS BLUE SHIELD	7003446710	JULY 2021 JULY PREMIUMS	82988	06/06/2021	06/28/2021	428.51
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	112.00
	CITY OF BUCHANAN-PAYRC		MERS MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	296.89
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	26.32
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	4.26
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	4.26
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	4.26
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	9.24
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	646.42
							<b>1,532.16</b>
202-463.000-756.000 MISCELLAN							
	DORNBOS SIGN & SAFETY I		NO U TURN SIGNS	83002	06/01/2021	06/28/2021	93.20
							<b>93.20</b>
<b>t. ROUTINE STREET MAINTENANCE:</b>							<b>1,717.55</b>

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<b>Dept: 468.000 TREE &amp; SHRUB MA</b>							
202-468.000-715.000 FRINGE BEN							
	BLUE CROSS BLUE SHIELD	7003446710	JULY 2021 JULY PREMIUMS	82988	06/06/2021	06/28/2021	123.85
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	28.00
	CITY OF BUCHANAN-PAYRC		MERS MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	91.86
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	6.58
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	1.07
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	1.07
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	1.07
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	3.24
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	130.25
<b>Dept. TREE &amp; SHRUB MAINTENANCE:</b>							<b>386.99</b>
<b>Dept: 469.000 DRAINAGE</b>							
202-469.000-715.000 FRINGE BEN							
	BLUE CROSS BLUE SHIELD	7003446710	JULY 2021 JULY PREMIUMS	82988	06/06/2021	06/28/2021	145.64
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	42.00
	CITY OF BUCHANAN-PAYRC		MERS MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	99.77
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	9.87
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	1.60
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	1.60
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	1.60
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	2.95
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	192.96
<b>Total Dept. DRAINAGE:</b>							<b>497.99</b>
<b>Dept: 474.000 TRAFFIC SERVICE</b>							
202-474.000-715.000 FRINGE BEN							
	BLUE CROSS BLUE SHIELD	7003446710	JULY 2021 JULY PREMIUMS	82988	06/06/2021	06/28/2021	145.64
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	42.00
	CITY OF BUCHANAN-PAYRC		MERS MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	99.77
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	9.87
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	1.60
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	1.60
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	1.60
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	2.95
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	192.96
<b>TRAFFIC SERVICES - MAINTENANCE:</b>							<b>497.99</b>
<b>Dept: 478.000 WINTER MAINTEN</b>							
202-478.000-715.000 FRINGE BEN							
	BLUE CROSS BLUE SHIELD	7003446710	JULY 2021 JULY PREMIUMS	82988	06/06/2021	06/28/2021	258.59
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	63.00
	CITY OF BUCHANAN-PAYRC		MERS MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	177.04
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	14.81
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	2.40
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	2.40
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	2.40
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	5.86
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	356.98
<b>Total Dept. WINTER MAINTENANCE:</b>							<b>883.48</b>
<b>Dept: 482.000 ADMIN. &amp; RECORD</b>							
202-482.000-715.000 FRINGE BEN							

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	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	1,037.16
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	364.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	189.03
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	20.68
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	77.28
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	4.75
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	4.75
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	4.75
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	7.01

**1,709.41**

**I Dept. ADMIN. & RECORD KEEPING: 1,709.41**

**al Fund MAJOR STREETS: 5,601.22**

**Fund: 203 LOCAL STREETS**

**Dept: 463.000 ROUTINE STREET**

203-463.000-715.000 FRINGE BEN

	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	455.27
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	112.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	343.12
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	26.32
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	4.26
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	4.26
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	4.26
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	10.39
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	603.00

**1,562.88**

**t. ROUTINE STREET MAINTENANCE: 1,562.88**

**Dept: 468.000 TREE & SHRUB MA**

203-468.000-715.000 FRINGE BEN

	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	172.40
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	42.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	133.23
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	9.87
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	1.60
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	1.60
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	1.60
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	4.10
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	226.72

**593.12**

**dept. TREE & SHRUB MAINTENANCE: 593.12**

**Dept: 469.000 DRAINAGE**

203-469.000-715.000 FRINGE BEN

	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	121.37
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	35.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	82.74
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	8.23
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	1.33
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	1.33
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	1.33
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	2.52
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	192.96

**446.81**

**Total Dept. DRAINAGE: 446.81**

**Dept: 474.000 TRAFFIC SERVICE**

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203-474.000-715.000	FRINGE BEN						
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	121.37
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	35.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	82.74
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	8.23
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	1.33
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	1.33
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	1.33
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	2.52
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	226.73

**480.58**

**RAFFIC SERVICES - MAINTENANCE: 480.58**

**Dept: 478.000 WINTER MAINTEN**

203-478.000-715.000	FRINGE BEN						
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	148.13
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	35.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	108.29
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	7.88
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	1.33
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	1.33
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	1.33
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	3.55
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	192.96

**499.80**

**Total Dept. WINTER MAINTENANCE: 499.80**

**Dept: 482.000 ADMIN. & RECORD**

203-482.000-715.000	FRINGE BEN						
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	1,037.16
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	364.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	189.03
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	20.68
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	41.47
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	4.75
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	4.75
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	4.75
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	7.01

**1,673.60**

**I Dept. ADMIN. & RECORD KEEPING: 1,673.60**

**al Fund LOCAL STREETS: 5,256.79**

**Fund: 501 W & S MAINTENANCE**

**Dept: 000.000**

501-000.000-067.003	CUSTOMER						
	CITY OF BUCHANAN///	REDS-204-12	CLOSING ACCOUNT -USING D	82996	06/16/2021	06/28/2021	200.00
							<b>200.00</b>
501-000.000-642.000	WATER SAL						
	FUTURE VESTMENTS LLC	REFUND	REFUND	83008	06/23/2021	06/28/2021	54.41
	MOSIER/JACKIE//	REFUND	REFUND CREDIT BALANCE	83020	05/13/2021	06/28/2021	3.44

**57.85**

**Total Dept. 000000: 257.85**

**Dept: 590.000 SEWER MAINTENA**

501-590.000-715.000	FRINGE BEN						
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	

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	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	4,158.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	604.91
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	1,416.90
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	348.42
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	52.67
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	52.67
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	52.67
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	80.52
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	900.16
							<b>11,811.10</b>
501-590.000-853.000	TELEPHONE						
	COMCAST CABLE///	71 40 226 0090236	6/15/2021 SERVICE WASTEWATER	82997	06/15/2021	06/28/2021	250.13
							<b>250.13</b>
							<b>12,061.23</b>
<b>Dept: 591.000</b>	<b>WATER MAINTENA</b>						
501-591.000-715.000	FRINGE BEN						
	BLUE CROSS BLUE SHIELD7003446710	JULY 2021	JULY PREMIUMS	82988	06/06/2021	06/28/2021	5,157.24
	CITY OF BUCHANAN///		HEALTH SAVINGS ACCOUNT I	82995	06/24/2021	06/24/2021	4,718.00
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	604.91
	CITY OF BUCHANAN-PAYRC	MERS	MERS CONTRIBUTION	82994	06/15/2021	06/28/2021	1,924.89
	DELTA DENTAL///	RIS0003544909	JULY PREMIUMS	83000	07/01/2021	06/28/2021	442.03
	FIDELITY SECURITY LIFE		MAY 2021	83007	05/01/2021	06/28/2021	65.30
	FIDELITY SECURITY LIFE	164821358	JUNE 2021	83007	06/01/2021	06/28/2021	65.30
	FIDELITY SECURITY LIFE	164742226	APRIL 2021	83007	04/01/2021	06/28/2021	65.30
	MADISON NATIONAL LIFE	1448740	JULY 2021	83015	06/18/2021	06/28/2021	62.66
	MICHIGAN MUNICIPAL WC F	2935206	JUNE WORKERS COMP	83017	05/24/2021	06/28/2021	797.89
							<b>13,903.52</b>
501-591.000-743.000	CHEMICALS						
	USA BLUE BOOK	633818	SUPPLIES FOR WATER ANALY	83033	06/15/2021	06/28/2021	218.25
							<b>218.25</b>
501-591.000-768.000	UNIFORMS						
	DESENBERG/SCOTT//	UNIFORM REIMB.	WORK BOOTS	83001	06/11/2021	06/28/2021	222.60
	MILLER/CRAIG//		UNIFORM REIMBURSEMENT	83018	06/15/2021	06/28/2021	80.22
							<b>302.82</b>
501-591.000-818.000	CONTRACTI						
	EUROFINS EATON ANALYTI	S391647	DISINFECT, COMPLIANCE AN/	83005	06/10/2021	06/28/2021	200.00
							<b>200.00</b>
501-591.000-853.000	TELEPHONE						
	COMCAST CABLE///	3771 40 225 0114210	7/15/20 MONTHLY BILLING	82997	06/15/2021	06/28/2021	99.90
	ELAN FINANCIAL SERVICES	4798 5100 6224 5499	MISC MONTHLY CHARGES	83003	06/24/2021	06/24/2021	70.42
							<b>170.32</b>
501-591.000-933.000	MAINTENAN						
	RIGGS OUTDOOR POWER///	1208674	WIRING HARNESS FOR MOWE	83025	06/14/2021	06/28/2021	7.37
							<b>7.37</b>
501-591.000-937.000	METERS - H						
	ETNA SUPPLY CO.///	S104069449-001	METERS	83004	06/10/2021	06/28/2021	120.00
	ETNA SUPPLY CO.///	S104014585.001	HYDRANTS	83004	06/10/2021	06/28/2021	5,645.74
	ETNA SUPPLY CO.///	S104053489.001	METER WIRE	83004	06/10/2021	06/28/2021	359.08
							<b>6,124.82</b>
501-591.000-938.000	MAINTENAN						
	FERGUSON WATERWORKS	0240036	METER INSETTERS	83006	06/04/2021	06/28/2021	700.00
							<b>700.00</b>

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<b>WATER MAINTENANCE &amp; OPERATION:</b>							<b>21,627.10</b>
<b>MAINTENANCE &amp; OPERATION:</b>							<b>33,946.18</b>
<b>Fund: 588 DIAL-A-RIDE</b>							
<b>Dept: 000.000</b>							
588-000.000-789.000	DAR OPERA						
	COUNTY OF BERRIEN	MARH 201	DAR APRIL 2021	82998	06/15/2021	06/28/2021	14,412.94
	COUNTY OF BERRIEN	MARCH 2021	MARCH DAR 2021	82998	06/15/2021	06/28/2021	15,573.41
							<b>29,986.35</b>
<b>Total Dept. 000000:</b>							<b>29,986.35</b>
<b>Total Fund DIAL-A-RIDE:</b>							<b>29,986.35</b>
<b>Fund: 701 TRUST AND AGENCY</b>							
<b>Dept: 000.000</b>							
701-000.000-150.000	POLICE RES						
	MITCHELL/JEFF//	06/10/2021	REDBUD ESCORT REDBUD	83019	06/22/2021	06/28/2021	20.00
	SPURLOCK/DAVE//	06/10/2021	REDBUD ESCORT REDBUD	83030	06/22/2021	06/28/2021	170.00
							<b>190.00</b>
<b>Total Dept. 000000:</b>							<b>190.00</b>
<b>Fund TRUST AND AGENCY:</b>							<b>190.00</b>
<b>Grand Total:</b>							<b>188,289.46</b>

**Recap by Fund**

Fund #	Fund Name	Amount To Pay	Amount To Relieve
101	GENERAL	95,549.92	0.00
103	CAPITAL PROJECTS	17,499.00	0.00
107	DOWNTOWN DEVELOPMENT FUND	260.00	0.00
202	MAJOR STREETS	5,601.22	0.00
203	LOCAL STREETS	5,256.79	0.00
501	W & S MAINTENANCE & OPERATION	33,946.18	0.00
588	DIAL-A-RIDE	29,986.35	0.00
701	TRUST AND AGENCY	190.00	0.00
<b>Grand Total:</b>		<b>188,289.46</b>	<b>0.00</b>

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<b>Fund: 501 W &amp; S MAINTENANCE</b>							
<b>Dept: 590.000 SEWER MAINTENANCE</b>							
501-590.000-870.000	OXIDATION						
	DAVIS CONSTRUCTION, INC		PROGRESS PAYMENT	83037	06/15/2021	06/28/2021	978,192.18
							<b>978,192.18</b>
							<b>SEWER MAINTENANCE &amp; OPERATION: 978,192.18</b>
							<b>MAINTENANCE &amp; OPERATION: 978,192.18</b>
<b>Fund: 588 DIAL-A-RIDE</b>							
<b>Dept: 000.000</b>							
588-000.000-789.000	DAR OPERA						
	COUNTY OF BERRIEN	JUNE 2021	DAR JUNE 2021	83036	06/15/2021	06/28/2021	14,244.00
	COUNTY OF BERRIEN		DAR MAY 2021	83036	06/15/2021	06/28/2021	14,035.50
							<b>28,279.50</b>
							<b>Total Dept. 000000: 28,279.50</b>
							<b>Total Fund DIAL-A-RIDE: 28,279.50</b>
							<b>Grand Total: 1,006,471.68</b>

**Recap by Fund**

Fund #	Fund Name	Amount To Pay	Amount To Relieve
501	W & S MAINTENANCE & OPERATION	978,192.18	0.00
588	DIAL-A-RIDE	28,279.50	0.00
	<b>Grand Total:</b>	<b>1,006,471.68</b>	<b>0.00</b>



City of Buchanan  
302 N. Redbud Trail  
Buchanan, MI 49107  
[www.cityofbuchanan.com](http://www.cityofbuchanan.com)

ADDITIONS TO SUMMARY  
JUNE 28,2021

101	General Fund	\$95,549.92
103	Capital Projects	\$17,499.00
107	Downtown Development	\$260.00
202	Major Streets	\$5,601.22
203	Local Streets	\$5,256.79
501	W&S Maintenance & Operations	\$1,012,138.36
588	Dial-A-Ride	\$58,265.85
701	Trust & Agency	\$190.00
		-----
	Total	\$1,194,761.14



Check Register Report

Item XII. B.

Date: 06/25/2021

Time: 2:04 pm

Page: 1

City of Buchanan

BANK:

Check Number	Check Date	Status	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
82986	06/28/2021	Printed		2528	AFFORDABLE ASPHALT PAVING	VICTORY PARK PROJECT	4,625.00
82987	06/28/2021	Printed		2130	BEST ONE FLEET SERVICE	TRUCK REPAIRS	40.99
82988	06/28/2021	Printed		1506	BLUE CROSS BLUE SHIELD OF MICH	JULY PREMIUMS	26,798.65
82989	06/28/2021	Printed		553	BUCHANAN COMMON COMMITTEE	STOP LUNCH & LISTEN	810.00
82990	06/28/2021	Printed		0487	BUCHANAN FINE ARTS COUNCIL	ANNUAL PROGRAMMING	8,000.00
82991	06/28/2021	Printed		2329	BUCHANAN SCARECROW CHARITIES	SCARECROW FOR POLICE DEPT.	55.00
82992	06/28/2021	Printed		6904	CERTIFIED LABORATORIES	AEROSOL	149.85
82993	06/28/2021	Printed		2565	CINTAS CORPORATION	MONTHLY SERVICE- CEMETERY	156.41
82994	06/28/2021	Printed		0610	CITY OF BUCHANAN-PAYROLL FUND	MERS CONTRIBUTION	15,760.02
82995	06/28/2021	Printed		4211	CITY OF BUCHANAN	HEALTH SAVINGS ACCOUNT DEPOSIT	21,000.00
82996	06/28/2021	Printed		4211	CITY OF BUCHANAN	HEALTH SAVINGS ACCOUNT DEPOSIT	200.00
82997	06/28/2021	Printed		3536	COMCAST CABLE	SERVICE WASTEWATER	504.76
82998	06/28/2021	Printed		5010	COUNTY OF BERRIEN	DAR APRIL 2021	29,986.35
82999	06/28/2021	Printed		1991	CUSTOM COMPUTER COMPANY LLC	CITY IT RETAINER	29,325.50
83000	06/28/2021	Printed		3548	DELTA DENTAL	JULY PREMIUMS	1,851.20
83001	06/28/2021	Printed		2401	SCOTT DESEMBERG	WORK BOOTS	222.60
83002	06/28/2021	Printed		1000	DORNBOS SIGN & SAFETY INC	NO U TURN SIGNS	93.20
83003	06/28/2021	Printed		524	ELAN FINANCIAL SERVICES	MISC MONTHLY CHARGES	4,712.23
83004	06/28/2021	Printed		2023	ETNA SUPPLY CO.	METERS	6,124.82
83005	06/28/2021	Printed		0709	EUROFINS EATON ANALYTICAL.	DISINFECT, COMPLIANCE ANALYSIS	200.00
83006	06/28/2021	Printed		2864	FERGUSON WATERWORKS #1934	METER INSERTERS	700.00
83007	06/28/2021	Printed		1709	FIDELITY SECURITY LIFE	MAY 2021	852.93
83008	06/28/2021	Printed		973	FUTURE VESTMENTS LLC	REFUND	54.41
83009	06/28/2021	Printed		5454	GENE WESNER AUTOMOTIVE	WIPER BLADES FOR 46-9	12.60
83010	06/28/2021	Printed		1391	ASHLEY HANSON	FARMERS MARKET HOURS	260.00
83011	06/28/2021	Printed		0711	J.P GILLEN & ASSOCIATES	MAINTENANCE	1,910.00
83012	06/28/2021	Printed		711	KOTZ, SANGSTER, WYSOCKI		19,242.50
83013	06/28/2021	Printed		525	LEADER PUBLICATIONS LLC	HELP WANTED AD	223.06
83014	06/28/2021	Printed		999	M.A.A.C PROPERTY SERVICES	ADJUST IRRIGATION CEMETERY	85.00
83015	06/28/2021	Printed		2904	MADISON NATIONAL LIFE	JULY 2021	476.16
83016	06/28/2021	Printed		3042	MARV'S LOCK SHOP	POLICE DEPT LOCK	497.00
83017	06/28/2021	Printed		3032	MICHIGAN MUNICIPAL WC FUND	JUNE WORKERS COMP	9,648.00
83018	06/28/2021	Printed		1920	CRAIG MILLER	UNIFORM REIMBURSEMENT	80.22
83019	06/28/2021	Printed		1253	JEFF MITCHELL	ESCORT REDBUD	20.00
83020	06/28/2021	Printed		1002	JACKIE MOSIER	REFUND CREDIT BALANCE	3.44
83021	06/28/2021	Printed		406	OFFICE DEPOT	OFFICE SUPPLIES	284.29
83022	06/28/2021	Printed		1419	BARBARA PITCHER	MAMC INSTITUTE MILEAGE	751.68
83023	06/28/2021	Printed		1862	PRIDE THE PORTABLE TOILET	SERVICE MCCOY CREEK	416.00
83024	06/28/2021	Printed		273	RIDGE NAPA AUTO PARTS	OIL FILTERS & SUPPLIES	156.33
83025	06/28/2021	Printed		1650	RIGGS OUTDOOR POWER	WIRING HARNESS FOR MOWER	7.37
83026	06/28/2021	Printed		858	ROSE PEST SOLUTIONS	CITY HALL , TIN SHOP, PEARS	147.00
83027	06/28/2021	Printed		0193	RUBICON COMPUTERS	POWER SUPPLY	79.95
83028	06/28/2021	Printed		5693	SBF ENTERPRISES	SUMMER TAX SUPPLIES	416.15
83029	06/28/2021	Printed		239	SEMCO ENERGY GAS COMPANY	SERVICE FIRE STATION	125.15
83030	06/28/2021	Printed		1525	DAVE SPURLOCK	ESCORT REDBUD	170.00
83031	06/28/2021	Printed		2675	STAR UNIFORM	DRESS UNIFORM	114.90
83032	06/28/2021	Printed		2820	STATE OF MICHIGAN	TOKEN FEE	33.00
83033	06/28/2021	Printed		1152	USA BLUE BOOK	SUPPLIES FOR WATER ANALYSIS	218.25

Check Register Report

Item XII. B.

Date: 06/25/2021  
 Time: 2:04 pm  
 Page: 2

City of Buchanan

BANK:

Check Number	Check Date	Status	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
83034	06/28/2021	Printed		4241445	VERIZON WIRELESS	CARDS FOR PATROL VEHICLES	122.95
83035	06/28/2021	Printed		4316	WEST SHORE FIRE SERVICES, INC.	REPAIR OF SCBA FILL STATION	564.54
83036	06/28/2021	Printed		5010	COUNTY OF BERRIEN	DAR JUNE 2021	28,279.50
83037	06/28/2021	Printed		2950	DAVIS CONSTRUCTION, INC.	PROGRESS PAYMENT	978,192.18

**Total Checks: 52**

**Checks Total (excluding void checks): 1,194,761.14**

**Total Payments: 52**

**Bank Total (excluding void checks): 1,194,761.14**

**Total Payments: 52**

**Grand Total (excluding void checks): 1,194,761.14**

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**Staff Activity Briefing**

These materials are submitted for informational purposes only.

**I. Activity Reports**

- [A. Clerk Activity Report](#)
- [B. Water Department Activity Report](#)
- [C. Wastewater Department Activity Report](#)
- [D. Wastewater Treatment Project Update](#)
- [E. Department of Public Works & Cemetery Activity Report](#)
- [F. Treasurer's Department Activity Report](#)
- [G. Police Department Call Log - June 8, 2021 through June 21, 2021](#)
- [H. Community Development Activity Report](#)  
No report.

Sincerely,

*Heather K. Grace*

City Manager

**PREPARED BY:** Barbara Pitcher

**PREPARED ON:** June 21, 2021

**SUBJECT:** Clerk Activity Report

**BACKGROUND:**

On June 8, 2021, the Clerk's job description was updated with enhanced duties to include serving as Deputy Zoning Administrator, Deputy Planning Director and Deputy Marijuana License Coordinator. The Clerk currently has only a basic working knowledge of such activities and will have to work closely with the Community Development Director during the learning phase.

Additionally, the Clerk will reassume responsibilities for Cemetery sale of graves, Perpetual Care fees, grounds maintenance and burials and records. While still on the Clerk's job description, in practice, the responsibility has resided in the bookkeeper's office since Gladys Bybee's retirement.

The one responsibility offloaded in this job description update was the transfer of oversight, proper storage, filing and maintenance of employee personnel files to the City Manager and Community Development Director.

**City Meetings**

*In addition to participating in the meeting itself, time is spent scheduling, drafting/publishing the agenda, contributing supporting documentation, recording/creating/publishing minutes, creating/certifying/ publishing resolutions and ordinances, and proclamations, etc.*

Recording Secretary/Host for:

- 6/8/21 – Design Review Committee
- 6/8/21 – Planning Commission Meeting
- 6/10/21 – City Commission Special Meeting
- 6/14/21 – City Commission Meeting

Completed minutes for:

- 6/8/21 – Design Review Committee
- 6/8/21 – Planning Commission Meeting
- 6/10/21 – City Commission Special Meeting
- 6/14/21 – City Commission Meeting

Created Agenda and provided support for:

- 6/9/21 – Buchanan Area Recreation Board (B.A.R.B.)

Processed Publishing of Public Notices for:

- 6/8/21 – Planning Commission Meeting
- 6/8/21 – Zoning Board of Appeals
- 6/24/21 – Design Review Committee

Published Notice of Cancellation for:

- 6/7/21 – Buchanan Area Fine Arts Council

	<u>As of 6/21/21</u>	<u>YTD</u>
• Resolution	0	16
• Ordinance	0	1
• Proclamation	0	0

## Communications

The Clerk monitors the City's Facebook account daily – throughout the day, including evenings and weekends – to address questions and comments, as necessary, and to identify relevant content to share with the community.

### Postings\*

	<u>As of 6/21/21</u>	<u>YTD</u>
• Bulletin Board	8	52
• Website	12	126
• Facebook		
○ Original Content	28	80
○ Shares w/ Additional Content	14	79
○ Shares w/o Additional Content	29	275

\*Posted by the Clerk, only, as opposed to other staff

### Public Comment/Inquiries

Almost every one of the contact methods below require at least one follow-up email, phone call or conversation and often multiple.

	<u>As of 6/21/21</u>	<u>YTD</u>
• Contact Us – Response/Routing	10	68
• Phone Inquiries	34	217
• Facebook Messages	16	61
• Email	12	49
• In Person	5	33

## FOIA Requests

	<u>As of 6/21/21</u>	<u>YTD</u>
• Open Requests	1	1
• Closed Requests	2	19

## Notary, Certification, Attestation, Oath of Office

The Clerk is one of two Notaries at City Hall. We notarize documents for the public at \$1.00 per signature. Additionally, the Clerk is responsible for certifying internal documents and oaths of office.

	<u>As of 6/21/21</u>	<u>YTD</u>
• Notary	1	16
• Certification	0	15
• Oath of Office	0	5

## Deputy Marihuana Permit Coordinator

The Clerk is one of the approvers in the marihuana permitting process and responsible for providing attestations for marihuana licensing. As of June 8, 2021, the Clerk assumed the role of Deputy Marihuana Permit Coordinator.

	<u>As of 6/21/21</u>	<u>YTD</u>
• Attestations	2	12
• Permitting Approvals	0	0

## Cemetery

As of June 8, 2021, the Clerk has resumed responsibility for sale of graves, perpetual care fees, grounds maintenance and burials and records.

The Clerk will work with the Treasurer who, in her former role as bookkeeper, has the best understanding of our current staff. However, it is estimated there is at least a 1-year backlog in processing cemetery deeds. Currently, the clerk’s office has had no technical ability to support the activity. Edge IT spent approximately 1 hour on the Clerk’s computer in an unsuccessful attempt to install Pontum, the software used to manage cemetery deeds. Pontum indicated they must do the install in conjunction with our IT provider and scheduled for June 16 while the Clerk was out of town for training, so it must be rescheduled when both the Clerk and IT support are available. In the meantime, in order to access the system, the Clerk will have to use the Treasurer or Bookkeeper’s computer when they are not in the office.

	<u>As of 6/21/21</u>	<u>YTD</u>
• Phone Inquiries*	7	7
• Email Inquiries	2	2
• Grave Sales		
• Perpetual Care		

\*Inquires RE: Plot value, map, street address, cemetery-related FOIA request

## Professional Development

### MAMC Annual Meeting & Free Virtual Education Day

As a member of the Michigan Association of Municipal Clerks, the Clerk was able to participate the **MAMC Annual meeting and a free day of virtual education** on June 3. In addition to the annual meeting, educational topics included Open Meetings Act, Early Voting, and a Bureau of Elections Update.

The Open Meetings Act presentation was very informative and will enable the Clerk improve internal processes, usher all commissions, boards and subcommittees into compliance and maintain the transparency that the Sunshine Laws and OMA were designed to promote.

Each of the presenters for the Early Voting presentation, represented counties from across the country where election are administered at the County level, whereas Michigan administers elections at the local level; and several were discussing true “early voting” where voters complete and cast their vote in the tabulator prior to Election Day, where as what was referred to as “early voting” in Michigan is actually voting by absentee ballot. Nevertheless, while not as relevant to our situation in Buchanan, several items of note were:

- The consensus among all presenters is that early voting, true or absentee, results in high personnel costs and is staff.
- Publishing wait times for early voting, similar to the way post their ER wait times, can help manage voter expectations and reduce frustration levels.
- While the City of Buchanan meets all current security requirements, one presenter confirmed an enhancement would like to implement, which is the use of election carts. Such units keep all election equipment, materials, etc. organized and secure while in storage, during to and from the offsite precinct and AV Counting boards, staged for set-up at or return from offsite locations.
- An additional and optional security measures include a transport log which documents who, when, and how long it took to transport election equipment and/or materials between City Hall and precinct/AV Counting Board which would reduce opportunities for tampering during transport.



whether hard on hospitals the Clerk storage ballots, transport and while

The Bureau of Elections presentation was more review than forward-looking, but provided some useful guidelines for handling elections-related FOIA requests, discussed improvements to the Accessible Ballot process that will make the process easier for voters and clerks while significantly reducing the number of individuals who request an accessible ballot by mistake (every accessible

ballot request the Clerk received for the November 2020 election was in error), and informed us that the BOE is working to transition all municipal websites DOTgov and https: which will likely take several years.

The next Free Education Day is September 1 in Frankenmuth, followed by a Clerking 101 Bootcamp on September 2, 2021.

### **MAMC Institute**

The Clerk is attended Year 1 of the **MAMC Institute**, June 13-18 in Mt. Pleasant which is part of a three-year certification process. A variety of leadership and professional development topics were covered over the 6-days of classes. Particularly relevant to the Clerk were Security in the Clerk's Office, Records Management, and a Legal Update that included Hostile Work Environment, Legalized Marihuana, and Sexual Harassment. Year 2 is scheduled for March of 2022, either March 13-18, or March 20-25.

### **BS&A Education & Training**

The Clerk participated in 3.5 hours of **BS&A Current Process Discovery – Day 1** session on June 7, which provided an overview of utility billing and search features in the BS&A system. The Clerk will need to fully understand this information in order to provide periodic coverage for the Clerk-Cashier while out of office and/or on breaks. Additionally, miscellaneous receivables and invoices were covered, which the Clerk may use at a later date for invoicing for park/venue rentals, FOIA deposits or charges, or other fees.

## **Administrative/Other**

### **City Hall Chamber & General Clean-up**

Over the past year and numerous staff transitions, the Chamber and storage rooms at City Hall have become the repository for anything and everything people don't want in their offices. The Clerk is leading the effort to clear out the Chamber in preparation for resuming in-person meetings in July. Obsolete and unwanted items will be sold by lot to highest bidder, donated, recycled, or discarded.

### **City-Wide Garage Sale**

The Clerk collaborated with the City Manager and intern Kristina Bellaire to update the process for the City-Wide Garage Sale, June 18-20, and promote the event via the City's website, social media and flyers distributed to key locations around the City with QR codes to a list of sales and a map marking their locations. Paper copies of the map were also available at City Hall.

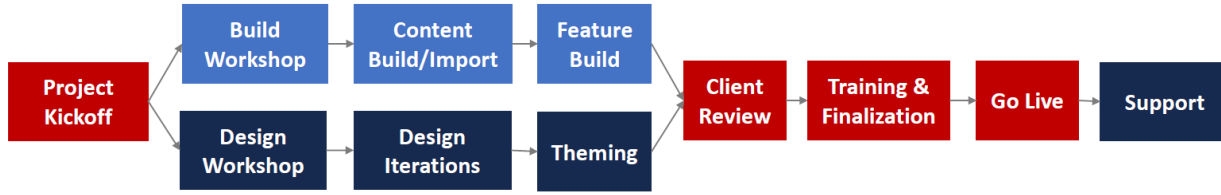
### **Park/Venue Reservations & Rentals**

The Clerk collaborated with Seasonal Administrative Assistant, Alex Tobler to refine, consolidate and document the reservation and rental process for the Redbud City Center (currently administered by the Police Department), the Common (currently administered by the Community Development Director) and McCoy Creek Duck Pond, Centennial Park, Katherine Park, Ravish Park and Victory Park (currently distributed between the Administrative Assistant and the City Clerk). While some parks have not traditionally been rented, the option will be available in the event a group wants exclusive access for a specific time period. Signage will indicate the park is available for public use with the exception of dates posted on the schedule (to be updated at each park regularly), along with contact information for City Hall and the Buchanan Police Department. The current plan is to have all reservations and rentals directed to the Administrative Assistant (under the supervision of the City Clerk) who will process forms, update internal and public calendars, communicate with staff as appropriate, and request/issue deposit refunds as necessary, effective July 1, 2021.

### **Municode Website Design & Development**

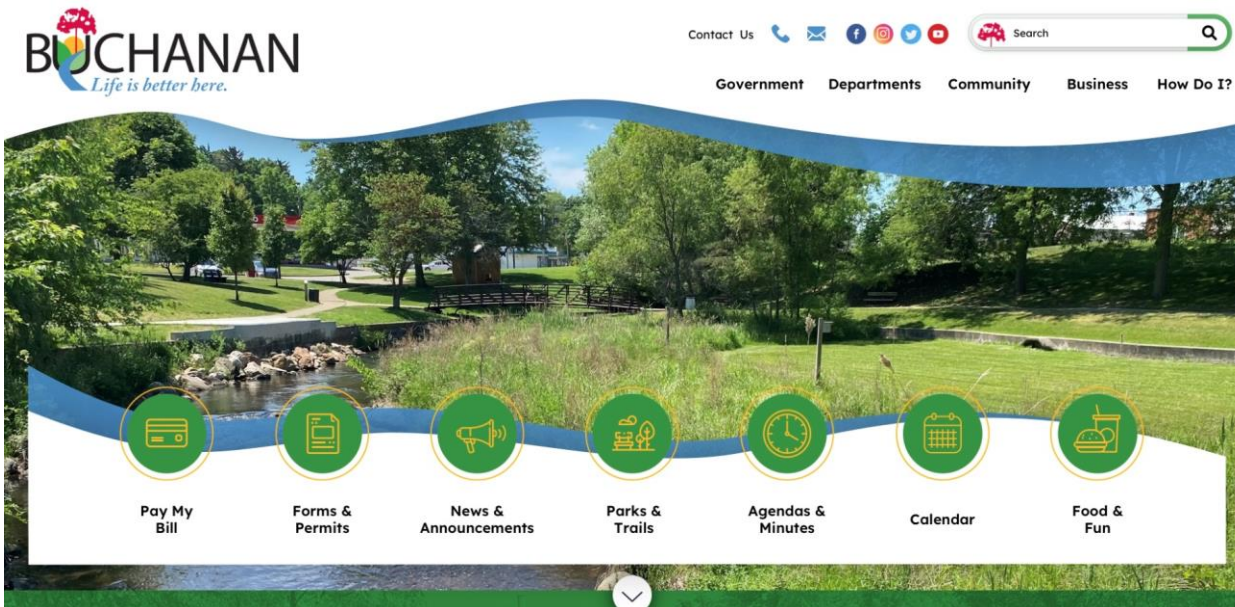
The Clerk has been compiling information and documents for the Municode Website Developers. We are currently in the Design/Build Stages and have provided us with several straw models to review for overall design concept. Following the project timeline is a screen print of the preferred design concept which still needs some adjustments. We've chosen to incorporate elements from our logo, with a graphical element representing McCoy's Creek as a prominent feature throughout the City. Home page pictures will vary as we build up our image library.

### BUILD TRACK



### DESIGN TRACK

Design	Build	Review & Training	Go Live
Start: 5/14/2021	Start: 5/14/2021	Start: 8/30/2021	Start: 9/20/2021
Tasks: <ul style="list-style-type: none"> <li>• Send Logo</li> <li>• Send Images</li> <li>• Send Design Packet</li> <li>• Design Review &amp; Approval</li> <li>• Theme Prep &amp; Theming</li> <li>• Quality Assurance Check</li> </ul>	Tasks: <ul style="list-style-type: none"> <li>• Complete Blueprint Form</li> <li>• Send Staff Directory</li> <li>• Content Migration</li> <li>• Send Meeting Data</li> <li>• Send Email Lists</li> <li>• Configure Features</li> <li>• Import Meetings</li> </ul>	Tasks: <ul style="list-style-type: none"> <li>• Review Website</li> <li>• Send Feedback</li> <li>• Schedule Trainings</li> <li>• Attend Trainings</li> </ul>	Tasks: <ul style="list-style-type: none"> <li>• Staff Updates</li> <li>• Final Review</li> <li>• Launch</li> </ul>
End: 8/25/2021	End: 8/25/2021	End: 9/20/2021	End: 9/30/2021



#### Municode Meeting Management

As we work through full agendas and minutes of various Commissions and Board in the new system, we are realizing many of the advantages we had expected and discovering some nuances that require approaching the process differently. For example, the online editor does not contain spell-check and requires doing so only after downloading to Word, which is part of the process of publishing minutes, but an extra step once in Word that was not anticipated. The Clerk has installed Grammarly, which should provide real time feedback and correction in the meeting management system. Ongoing adjustments to the templates are also being made. We may actually cycle through a few meetings until we get everything working as planned.

Municode continues to develop agenda and minutes templates for each board in preparation for meetings with each of their officers in advance of training beginning in July. The Clerk is currently identifying forms and workflows to be included in Meeting Management.



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**PREPARED BY:** Scott Dessenberg  
**PREPARED ON:** June 16, 2021  
**SUBJECT:** Water Department Activity Report

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**BACKGROUND:**

Over the course of the last few weeks, we have been involved in the following tasks:

1. Miss-Digs are still coming in at a very high rate. We have been receiving multiple notifications per day.
2. Notified customers of leaks on Terre Coupe, Cecil, Hillview, Post, W. Chicago, Carroll, Polis, W. Third, Polis, and several more I didn't write down. With the hot weather, sprinkler activity and pool fills have really picked up and with it our daily pumpages have climbed significantly in the last month.
3. EGLE has given final approval for our DWAM grant, now we are ready to begin coordinating pot-holing efforts between Craig and the DPW to begin collecting the data we need to comply with the State's CDSMI requirements and be reimbursed for our work.
4. Now that we are cleared to enter homes with customer's permission, Craig has been working diligently to disperse door cards and fix meter-read issues that we haven't been able to address since the beginning of the pandemic. Just this week he has fixed 7 issues in just a couple days.
5. I composed our MOR report for EGLE for the month of May.
6. I provided a map for Jan Jacobs showing the path of McCoy Creek downtown from Days Ave. to the north side of Front St.
7. We came in on the evening of 5-26 and helped DPW and Cemetery place the banners downtown in preparation for the Memorial Day parade.
8. We were able to stop a street valve from leaking at the corner of River and Fulton St.
9. I ordered horticultural vinegar from the hardware and sprayed the weeds around the wellhouses. We use horticultural vinegar instead of regular herbicides at the well sites to prevent potential contamination of our water source.
10. I completed our annual Disinfection Byproducts sampling for EGLE compliance. These samples must be collected in June, and I try to do them as early as possible in case there are any issues that arise. We have since received our results, and I'm happy to say that they came back very low.
11. I distributed the hard copies of our CCR report to all the usual places, leaving only the annual certification letter to be completed to finish our annual CCR cycle.
12. On 6-3, with the help of DPW and Cemetery, we repaired a water leak on the corner of Third and McCumber. The leak originated from an old spider-tap that had been used to connect the original water main on McCumber to the main on Third. When the old main was retired, it was valved off after the spider-tap, but those 4 lines were still live. We were able to get the 4 corp stops shut off and eliminate the 4 lines (which were lead) from the system.

13. I have composed a list of houses to door-card for meter changes that coincide with collecting pot-holing data for our CDSMI. I will hand those cards out next week and begin that process prior to the moratorium on meter changes in August.
14. We spent a good deal of time 6-7 through 6-10 dealing with a leak in a customer's service line on Elizabeth St. Not that we fixed the leak, as it was on the customer's side of the curb stop, but in dealing with comments and complaints from neighbors and other townspeople who involved themselves. On 6-10, Carl Boling and Core-Bore repaired the customer's service line. I would like to extend a huge thank-you to Mike Baker, Sweet C Robinson, and Carl Boling for helping to get this issue resolved without displacing the customer from her home.
15. I have dealt with Sensus Technical Support a couple of times on some minor issues concerning the base station. As of now, I have been able to fix one issue and I believe diagnose the source of the other and will get it fixed soon.
16. We took possession of the enclosed trailer we will be outfitting for use on water leaks and other digs from Trailers Midwest in Elkhart. We appreciate the Commission's consideration for our safety and can't wait to start setting up and using the trailer.
17. I spent some time on 6-10 and 6-11 going over the NFWF grant information and looking at a couple potential sites that might qualify for funding. I spoke with Rich about it and in particular the area where McCoy Creek Drive crosses the creek near the Chemical Feed Building. I was able to provide pictures of the serious flooding that took place in that area in February of 2018.
18. Renee and Kristina developed a coordinated Water Dept. calendar in Outlook for us to use to schedule appointments and coordinate between Craig and I and City Hall. So far it has worked great.
19. On 6-11 Craig and I rounded up cones and delivered them to the PD to assist in the bike rodeo held at Ottawa Elementary School.
20. I have collected our every-three-year compliance samples for Synthetic Organic Compounds and Volatile Organic Compounds. Basically, SOC's are the result of pesticides and herbicides, and are usually the result of agricultural or golf course activities. VOC's are petroleum based compounds and are usually the result of gas or oil related activities, or other industrial activities. I should get the results of these samples next week sometime.
21. On Monday, I diagnosed and replaced a damaged wiring harness on the deck drive assembly of Frankenmower. It is back to working order now.
22. I finished my math class through the Michigan Section of AWWA. I should receive my CEC's shortly, and be qualified to
23. On 6-10, I helped a snapping turtle who had gotten stuck inside the fence at the Chemical Feed Building while making nests and laying eggs. She was able to get back to the creek.



Scott Desenberg, O.I.C.

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**PREPARED BY:** William Housand

**PREPARED ON:** June 17, 2021

**SUBJECT:** Wastewater Department Activity Report

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**BACKGROUND:**

Over the last two weeks the following tasks were completed by Wastewater Department staff:

1. Rags were removed from the primary bar screen and disposed of.
2. Weeds were sprayed around the plant and the hill leading up to the new plant was line trimmed.
3. We've been working on assembling lab equipment and furniture for the new building as it arrives.
4. UV bulbs were replaced with the backup stock we had on hand.
5. Industrial pretreatment facility inspections were performed at GP Manufacturing and Thousand Oaks.
6. The Kubota tractor was cleaned and greased.
7. Approximately 25,000 gallons of sludge were poured into bed 1 and dewatering bags 2-6.
8. Stormwater swales around the plant were cleaned out as part of our routine SWPPP maintenance.
9. The UV barn was swept and reorganized.
10. A tree that had fallen across the West fence line of the plant was cut up and removed.
11. Semiannual reports were submitted to EGLE for our effluent PFAS concentrations and industrial user PFAS sampling results.
12. 200 lbs. of sodium bicarbonate were purchased from Co-Alliance.
13. The last dewatering bag was installed in bed 5.
14. Nalco Water was onsite to install a new cartridge filter in the water deionizer. They also installed the deionizer system in the new lab.
15. A new access key was ordered for the telemetry box at Glaser lift station.
16. James Pearman participated in an industrial stormwater training webinar and then took the corresponding State exam.
17. The CBOD demand portion of the DMRQA was performed. This was last item that needed to be analyzed for the current DMRQA.
18. QA/QC data for the last four weeks was logged into control charts.
19. An order was placed for truck oil change supplies and antifreeze.
20. A leaking sink was repaired in the lab.
21. Mercury analysis was performed on a sludge sample. This is an annual requirement of our discharge permit.
22. The plant backup generator developed a coolant leak that required replacing some sections of hose and a radiator cap. While the coolant system was drained, we removed and cleaned the block temperature sensors.
23. Copper samples were collected from an industrial user and at a manhole in the collection system.
24. We've been swamped these last few weeks with coordination issues involving the new plant project.
25. In addition to the items listed above, 87 preventative maintenance work orders were performed.

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**PREPARED BY:** William Housand

**PREPARED ON:** June 17, 2021

**SUBJECT:** Wastewater Treatment Project Update

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**BACKGROUND:**

The following items were completed over the last two weeks on the new WWTP project.

1. A section of sidewalk was removed so that a forcemain could be connected to the Headworks building.
2. Work began on installation of the driveway curbs.
3. The influent forcemain pipes were connected to the oxidation ditches.
4. Both clarifiers were fill tested and the RAS pumps were flow tested with that volume of water.
5. Electrical conduit manifolds were installed on both ends of the oxidation ditches.
6. The floors of the clarifiers were both grouted. This entails using the clarifier drive mechanisms to custom form the floor, by adding 2 or 3 inches of concrete as the drive mechanisms level it out.
7. Chemical dosing lines were installed throughout the plant.













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**PREPARED BY:** Mike Baker

**PREPARED ON:** June 23, 2021

**SUBJECT:** Department of Public Works & Cemetery Activity Report

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**BACKGROUND:**

The DPW and Cemetery have been busy with the following:

- We have cut down several tree stalks and dead trees
- Burials
- We repaired a catch basin on Chippewa street
- We have been actively sweeping neighborhoods
- We have cleaned multiple storm sewers
- We are making Victory street park a better place
- We are helping the water department with various water digs
- We fixed the and serviced the vault cart
- We put new blades on the chipper
- We are cleaning up storm damage
- Trash runs through town
- Mowing and weed-eating all city property
- Picked up and hauled the garbage that has been dumped on Elizabeth street

This is not all the thing but is an overview of some of what we have going on!!!

**PREPARED BY:** Stephanie Powers

**PREPARED ON:** June 16, 2021

**SUBJECT:** Treasurer's Department Activity Report

**BACKGROUND:**

- Met with Mike Baker to go over purchase authorizations and account numbers.
- Spoke with Thad Payne of United Federal Credit Union to set up training for in house transferring of employees' HSA accounts. Requested that Marcia provide UFCU with participating employees' names and addresses. Discussed how best to inform Department Heads of necessary paperwork needed for this process.
- Continue to work on Summer Taxes preparation. I have requested June 23<sup>rd</sup> as the day to commit the taxes with Kay. The Berrien County Tax Services Request Form and updated summer newsletter for the back of the bills has been sent to SBF Enterprises. All L-4029 have been received except one for Berrien Resa. We are waiting until June 8<sup>th</sup> for theirs to be approved.
- Marcia and I zoom met with Rhonda from Plante & Moran on Thursday, June 3 to go over reconciling Utility Billing and discuss miscellaneous journal entries. We also discussed best practices for bank reconciliations going forward.
- Continue to work on banking and updating Treasurer Reports.
- Trained Marcia on the monthly Accounts Receivable process. Processed and mailed monthly invoices.
- Initial training on Utility Billing, Miscellaneous Receivables, General Ledger and Cash Receipting with Jessica and Zach from BS&A.
- Met with Jerry Flenar of the McCoy Creek Trail Committee to go over the Letters of Intent to Donate and receipts. They would like me to amend the monthly trail reports before Thursday, June 17 to indicate the pledges and money receipted to date.
- Attended Rich's biweekly staff meeting. Items of note that were discussed include approval of inservice days, clean up of the chamber, Human Resources and the issue of the cemetery deeds, who is responsible, contact information needed and computer issues with the software. As the clerk, Barbara is now handling this process. Marcia was asked to be the back up. Stephanie has offered to be backup also because I have the most knowledge at this time of the process. Alex Tobler has generously offered to work extra to help us get caught
- up.
- Trained with Marcia on her second payroll including running and providing payroll reports to BS&A. Contacted ADP to get Marcia access.
- Contacted Guy Lewis in order to help a customer who needed a sewer(?) permit.
- Updated the SIGMA Vendor System to deposit ETF's to the Honor bank account. Updated the contact information.
- Provided Honor Credit Union with requested purchasing card letter. We will forward the minutes to Karol at Honor and they will issue the signature cards and purchasing cards at that time.
- Marcia entered in all remaining journal entries for April & May. We have posted and contacted Monika at Plante & Moran so she can continue reconciling the TCF Bank accounts.

- Trained Marcia on preparing and reporting the MERS deductions. Currently giving her guidance on the payroll preparations for the fiscal year end including the insurance reimbursement for nonparticipating employees and how to process the quarterly HSA payments.
- Trained with Katie from United Federal Credit Union on how to process the HAS deposits in house. Gathered employee information and set up the online process.
- Helped citizens with questions and concerns involving the cemetery, deeds and deed transfers. This is can be very time consuming.
- Continue to work on copious amounts of banking. Picked up the new Honor Purchasing Cards for the City Manager and Department Heads. Requested all Elan cards be returned to the City Treasurer for destruction. The bookkeeper is handling the payoff and closure of these accounts.
- Trained with Zach and Jessica with BS&A on the payroll procedures. Revisited payroll with Zach to set up payroll accrual accounts and go over the General Ledger account numbers to meet the new standards and clean up the city accounts.

Stephanie Powers City Treasurer City of Buchanan



**Call Log**  
**Buchanan City Police Department**  
**June 8, 2021 through June 21, 2021**

<b>Description</b>	<b>Total of call type</b>
Sex Offenses	0
Larceny	2
Larceny – Theft from Motor Vehicle	3
Fraud	1
UDAA (Motor Vehicle Theft)	0
Aggravated Assault	0
Non-Aggravated/Domestic Violence	0
Family/Other	2
Burglary/Unlawful Entry	0
Intimidation/Stalking	0
Forgery/Counterfeiting	0
Retail Fraud Complaint	0
Damage to Property	2
Liquor Violations	0
Obstruction	1
Disorderly Conduct	0
Public Peace / Other	6
OUIL	0
Driving Law Violations	1
Health and Safety	5
Trespass	1
Juvenile Complaints	1
Animal Cruelty	1
Private Property Damage/PI accidents	3
Abandoned Vehicle	1
Property Checks	4
Alarms	7
Civil	6
Suspicious Situations	16
Lost/Found Property	7
Natural Death	0
Suicide	0
Medical Assist	15
General Assist	48
Ordinance Violations	11
Missing Person	0

**TOTAL COMPLAINT COUNT:**

**144**



CITY OF BUCHANAN  
Banner Placement Form

Contact Person: Gary Shindeldecker  
Organization: Michiana Cruisers Daytime Phone 269-429-6426  
Address: 3908 Anna Dr. Saint Joseph, Mi.  
Dates Banner will be Placed: from 7-5-21 to 7-12-21

Indicate preferred location for Banner:  E. Front St. (downtown) or \_\_\_\_\_ 103 S. Redbud Tr.  
(location not guaranteed)

Briefly describe the purpose of the banner:  
To let people know about car show.

What does/will the banner say? Michiana Cruisers Car Show  
Centennial Ark. 7-11-21

- Policy:**
- The City's consideration of banner placements is focused upon signs that uniquely promote the City as a quality place to live, which includes the following: recreation and leisure activities, tourism and community events, and general economic welfare.
  - A banner may be no larger than 3' x 20' and no smaller than 2' x 20'.
  - A banner must have wind release or wind vents.
  - There will be a maximum time period of two weeks for banner display.
  - The banner form must be turned in no later than the 1<sup>st</sup> or 3<sup>rd</sup> Wednesday of the month to be guaranteed placement on the City Commission agenda.
  - The banner form must be approved by the City Commission at their regular meeting or may be approved at the discretion of the city manager. The City Commission meets every 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month at 7:00 p.m. at City Hall
  - The Cemetery Department must be allowed at least one (1) week's notice prior to the placement of the banner. Contact the Cemetery at 695-3971 for placement.
  - The City of Buchanan reserves the right to remove or place banner for purposes that serve the public good.
  - All banners promoting Non-City Events or Activities are subordinate to any City Organization banner request and the City reserves the right to deny, remove or limit the display time of any banner.
  - The City has placed a \$10.00 placement fee and a \$10.00 removal fee for a total of \$20.00 that needs to accompany each Application form

Please return form to City Clerk's Office, City Hall, 302 N Redbud Trail, Buchanan, Michigan 49107

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Employee: \_\_\_\_\_  
Approved/Denied \_\_\_\_\_ Buchanan City Commission: Date \_\_\_\_\_

**2021 NOTICE OF MEETINGS  
CITY OF BUCHANAN  
CITY COMMISSION, BOARD, COMMITTEE AND COUNCIL MEETINGS**

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**BUCHANAN CITY COMMISSION**


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*2<sup>nd</sup> and 4<sup>th</sup> Monday  
7:00 p.m. at City Hall*

January	11 <sup>th</sup> & 25 <sup>th</sup>
February	8 <sup>th</sup> & 22 <sup>nd</sup>
March	8 <sup>th</sup> & 22 <sup>nd</sup>
April	12 <sup>th</sup> & 26 <sup>th</sup>
May	10 <sup>th</sup> & 24 <sup>th</sup>
June	14 <sup>th</sup> & 28 <sup>th</sup>
July	12 <sup>th</sup> & 26 <sup>th</sup>
August	9 <sup>th</sup> & 23 <sup>rd</sup>
September	13 <sup>th</sup> & 27 <sup>th</sup>
October	11 <sup>th</sup> & 25 <sup>th</sup>
November	8 <sup>th</sup> & 22 <sup>nd</sup>
December	13 <sup>th</sup> & 27 <sup>th</sup>

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**PLANNING COMMISSION**


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*2<sup>nd</sup> Tuesday  
7:00 p.m. City Hall*

January	12 <sup>th</sup>
February	9 <sup>th</sup>
March	9 <sup>th</sup>
April	13 <sup>th</sup>
May	11 <sup>th</sup>
June	8 <sup>th</sup>
July	13 <sup>th</sup>
August	10 <sup>th</sup>
September	14 <sup>th</sup>
October	12 <sup>th</sup>
November	9 <sup>th</sup>
December	14 <sup>th</sup>

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**JOINT WATER AND SEWER BOARD**


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*1<sup>st</sup> Monday (quarterly)  
7:00 a.m. at City Hall*

February	1 <sup>st</sup>
May	3 <sup>rd</sup>
August	2 <sup>nd</sup>
November	1 <sup>st</sup>

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**BUCHANAN AREA RECREATION BOARD**


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*3<sup>rd</sup> Wednesday  
6:30 p.m. at City Hall*

January	20 <sup>th</sup>
February	17 <sup>th</sup>
March	17 <sup>th</sup>
April	21 <sup>st</sup>
May	19 <sup>th</sup>
June	16 <sup>th</sup>
July	21 <sup>st</sup>
August	18 <sup>th</sup>
September	15 <sup>th</sup>
October	20 <sup>th</sup>
November	17 <sup>th</sup>
December	15 <sup>th</sup>

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**FRIENDS OF OAKRIDGE CEMETERY**


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*3<sup>rd</sup> Tuesday  
7:00 p.m. at Masonic Lodge 122 N. Oak St.*

April	20 <sup>th</sup>
May	18 <sup>th</sup>
June	15 <sup>th</sup>
July	20 <sup>th</sup>
August	17 <sup>th</sup>
September	21 <sup>st</sup>

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**COMMON COMMITTEE**


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*1<sup>st</sup> Thursday  
6:00 p.m. at City Hall*

February	4 <sup>th</sup>
May	6 <sup>th</sup>
June	3 <sup>rd</sup>
October	7 <sup>th</sup>

**2021 NOTICE OF MEETINGS  
CITY OF BUCHANAN  
CITY COMMISSION, BOARD, COMMITTEE AND COUNCIL MEETINGS**

**BUCHANAN TREE FRIENDS**

*2<sup>nd</sup> Wednesdays*

*6:00 p.m. at Buchanan Art Center 117 West Front*

January	13 <sup>th</sup>
February	10 <sup>th</sup>
March	10 <sup>th</sup>
April	14 <sup>th</sup>
May	12 <sup>th</sup>
June	9 <sup>th</sup>
July	14 <sup>th</sup>
August	11 <sup>th</sup>
September	8 <sup>th</sup>
October	13 <sup>th</sup>
November	10 <sup>th</sup>
December	8 <sup>th</sup>

**BUCHANAN FARMERS' MARKET BOARD**

*1<sup>st</sup> Tuesday*

*6:00 p.m. at City Hall*

February	2 <sup>nd</sup>
April	6 <sup>th</sup>
May	4 <sup>th</sup>
October	5 <sup>th</sup>
November	2 <sup>nd</sup>

**BUCHANAN FINE ARTS COUNCIL**

*1<sup>st</sup> Monday*

*6:00 p.m. at City Hall*

January	4 <sup>th</sup>
February	1 <sup>st</sup>
March	1 <sup>st</sup>
April	5 <sup>th</sup>
May	3 <sup>rd</sup>
June	7 <sup>th</sup>
July	5 <sup>th</sup>
August	2 <sup>nd</sup>
September	6 <sup>th</sup>
October	4 <sup>th</sup>
November	1 <sup>st</sup>
December	6 <sup>th</sup>

**FRIENDS OF MCCOY'S CREEK TRAIL**

*2<sup>nd</sup> Thursday*

*9:00 a.m. at City Hall  
(through June 2021)*

*3<sup>rd</sup> Thursday*

*7:00 p.m. at City Hall  
(Effective July 2021)*

January	14 <sup>th</sup>
February	11 <sup>th</sup>
March	11 <sup>th</sup>
April	8 <sup>th</sup>
May	13 <sup>th</sup>
June	10 <sup>th</sup>
August	19 <sup>th</sup>
October	21 <sup>st</sup>
December	16 <sup>th</sup>

**SOUTHWESTERN MICHIGAN  
COMMUNITY AMBULANCE (SMCAS)**

*3<sup>rd</sup> Thursday*

*4:00 p.m. at the Southwestern Michigan Community Ambulance  
Service Office 2100 Chicago Road, Niles*

January	21 <sup>st</sup>
February	18 <sup>th</sup>
March	18 <sup>th</sup>
April	15 <sup>th</sup>
May	20 <sup>st</sup>
June	17 <sup>th</sup>
July	15 <sup>th</sup>
August	19 <sup>th</sup>
September	16 <sup>th</sup>
October	21 <sup>st</sup>
November	18 <sup>th</sup>
December	16 <sup>th</sup>



**2021 NOTICE OF MEETINGS  
CITY OF BUCHANAN  
CITY COMMISSION, BOARD, COMMITTEE AND COUNCIL MEETINGS**

**SOUTHEAST BERRIEN COUNTY LANDFILL  
AUTHORITY MEETING**

*3rd Wednesday  
5:30 p.m. at the SBCLA Office 1540 Mayflower*

January	20 <sup>th</sup>
February	17 <sup>th</sup>
March	17 <sup>th</sup>
April	21 <sup>st</sup>
May	19 <sup>th</sup>
June	16 <sup>th</sup>
July	21 <sup>st</sup>
August	18 <sup>th</sup>
September	15 <sup>th</sup>
October	20 <sup>th</sup>
November	17 <sup>th</sup>
December	15 <sup>th</sup>

**BUCHANAN FIELD OF DREAMS DOG PARK  
COMMITTEE**

*4<sup>th</sup> Wednesday  
6:30 p.m. City Hall*

January	27 <sup>th</sup>
February	24 <sup>th</sup>
March	24 <sup>th</sup>
April	28 <sup>th</sup>
May	26 <sup>th</sup>
June	23 <sup>rd</sup>
July	28 <sup>th</sup>
August	25 <sup>th</sup>
September	22 <sup>nd</sup>
October	27 <sup>th</sup>

**WELLHEAD PROTECTION COMMITTEE**

*Meets quarterly. Contact City Hall for dates.  
4:00 p.m. at City Hall*

March  
June  
September  
December

**BROWNFIELD AUTHORITY**

*1<sup>st</sup> Wednesday  
Meets as needed at City Hall. Contact City Hall for details.*

**DESIGN REVIEW COMMITTEE**

*1<sup>st</sup> Wednesday  
6:00 p.m.  
Meets as needed for project review.*

**BUCHANAN FRIENDS OF THE DUCKS**

*4<sup>th</sup> Tuesday  
6:00 p.m. at City Hall*

January	26 <sup>th</sup>
February	23 <sup>rd</sup>
March	23 <sup>rd</sup>
April	27 <sup>th</sup>
May	25 <sup>th</sup>
June	22 <sup>nd</sup>
July	27 <sup>th</sup>
August	24 <sup>th</sup>
September	28 <sup>th</sup>
October	26 <sup>th</sup>
November	23 <sup>rd</sup>
December	28 <sup>th</sup>

**CONSTRUCTION BOARDS OF APPEALS**

*Meets as needed at City Hall. Contact Building Inspector for details.*

**MARKETING AND PROMOTION COMMITTEE**


*1<sup>st</sup> Wednesday  
5:00 p.m. at City Hall  
Meets as needed. Contact City Hall for details*

**ZONING BOARD OF APPEALS**

*Meets as needed at City Hall. Contact Zoning Administrator for details.*

This notice is posted in compliance with Open Meeting Act, Public Act 267 of 1976, as amended, [MCL 41.72a (2) (3)] and the Americans with Disabilities Act. Individuals with disabilities requiring auxiliary aids should contact Buchanan City Commission by writing or calling the following: Barbara A Pitcher, City Clerk (269) 695-3844 ext. 17, 302 N. Redbud Trail, Buchanan, MI 49107.

Posted November 14, 2020  
Amended June 23, 2021  
Date

  
Barbara A Pitcher, City Clerk



# BANNER PLACEMENT REQUEST FORM CITY OF BUCHANAN

**PLEASE CHECK ONE:**

Large Horizontal Banner  
(no larger than 3' x 20', no smaller than 2' x 20')

Small Vertical Banner  
(24" x 38 3/8")

**BANNER INFORMATION:**

Contact Person: \_\_\_\_\_ Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Preferred Banner Placement Dates – From: \_\_\_\_\_ To: \_\_\_\_\_

Preferred Banner Location (Large Banner ONLY)  E. Front St. (downtown)  103 S. Redbud Tr.

*(Placement Date and Location are NOT Guaranteed)*

Banner(s) provided by applicant  Banner in City storage; location (if known): \_\_\_\_\_

Briefly describe the purpose of the banner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What does/will the banner say?

\_\_\_\_\_  
\_\_\_\_\_

**Please return form to City Clerk's Office, City Hall, 302 N Redbud Trail, Buchanan, Michigan 49107**

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Staff Member: \_\_\_\_\_

Approved/Denied: \_\_\_\_\_ City Commission Date: \_\_\_\_\_

Delivered to:  Cemetery  DPW Date: \_\_\_\_\_

## RULES & POLICIES:

1. The City's consideration of banner placements is focused upon signs that uniquely promote the City as a quality place to live, which includes the following: recreation and leisure activities, tourism and community events, and general economic welfare.
2. The City of Buchanan reserves the right to remove or place banners for purposes that serve the public good.
3. All banners promoting Non-City Events or Activities are subordinate to any City Organization banner request and the City reserves the right to deny, remove or limit the display time of any banner at any time.
4. The banner placement request form must be approved by the City Commission at their regular meeting or may be approved at the discretion of the city manager. The City Commission meets every 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month at 7:00 p.m. at City Hall. As such:
  - The banner placement request form must be turned in **no later** than the 1<sup>st</sup> or 3<sup>rd</sup> Wednesday of the month to be guaranteed placement on the City Commission agenda; AND
  - Preferred placement date must be **at least** one week following Commission approval to allow for staff scheduling
  - Additional lead time is suggested for Small Vertical Banners due to increasing demand
5. Banners intended for re-use may be stored by the City through special arrangements given sufficient storage.
6. The City is not responsible for any subsequent damage to the banners for any reason

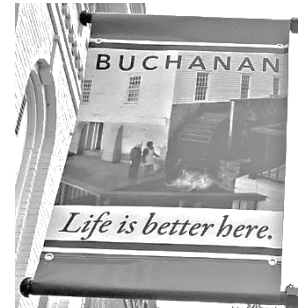
### Large Horizontal Banner:

1. A large banner may be no **larger** than 3' x 20' and no **smaller** than 2' x 20'.
2. A banner must have wind release or wind vents.
3. Large horizontal banner displays are generally limited to a maximum of two weeks.
4. The City charges a \$10.00 placement fee and a \$10.00 removal fee for a total of **\$20.00 per banner** that must accompany each request form.



### Small Vertical Banner

1. An individual banner must be – 24" x 38 3/8"
  - a. 2 (two) sided vinyl banner
  - b. 2 (two) grommets slip over pole style
  - c. Top and bottom tube size 3 1/4 "
2. The City must have a single point of contact (applicant) per organization, per event/season, who will submit the banner placement request form, placement fees, and prepared banners to the City.
3. The applicant will be responsible for retrieving banners once removed. Banners not picked up from City Hall after 2 (two) weeks following notification may be disposed of by the City, who will not be responsible for replacement costs.
4. Any complaints or grievances regarding the inclusion/exclusion of banners, placement, etc. will be the responsibility of the applicant, and the applicant agrees to allow the City to share their contact information with complainants.
5. Banners are to be placed on available hardware on the decorative light poles. If more banners than hardware exist, a rotation scheduled is suggested. If additional hardware must be installed to accommodate simultaneous hanging of more banners than can currently be accommodated, the organization will purchase the required hardware at their own expense and the City will install the hardware, which then becomes the property of the City.
6. Banners will be placed randomly. No location preferences will be entertained.
7. The City will put up and take down banners for a \$10.00 fee **per banner**. Any unscheduled banner placement or take down will be an **additional \$10.00 fee per banner**.



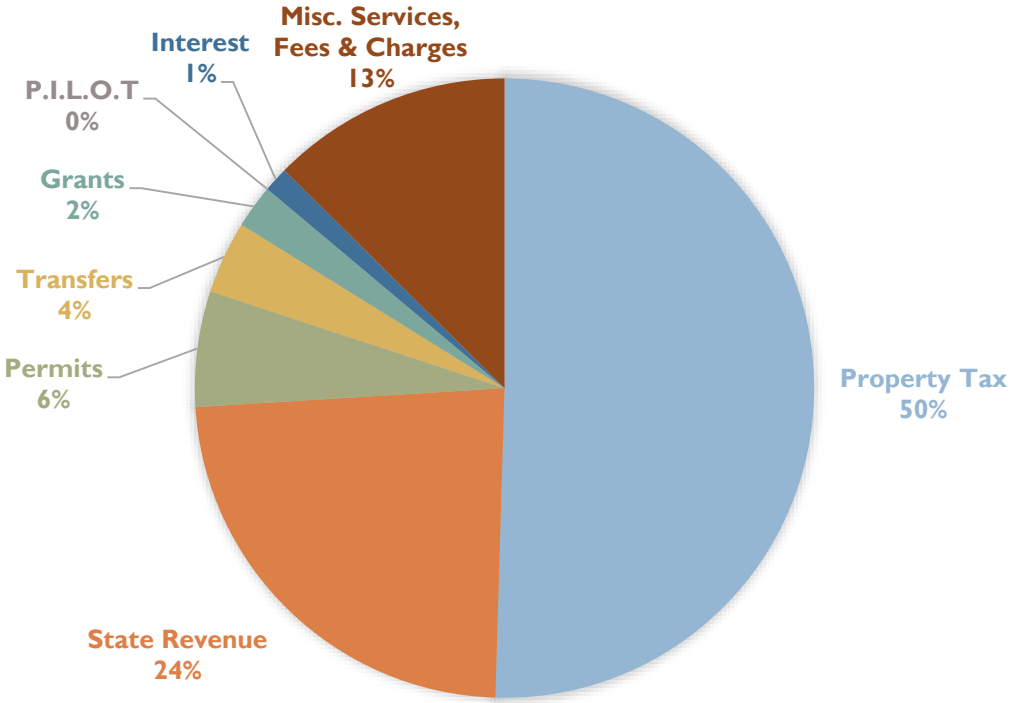
I hereby certify that I have read and agree to the rules and policies above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

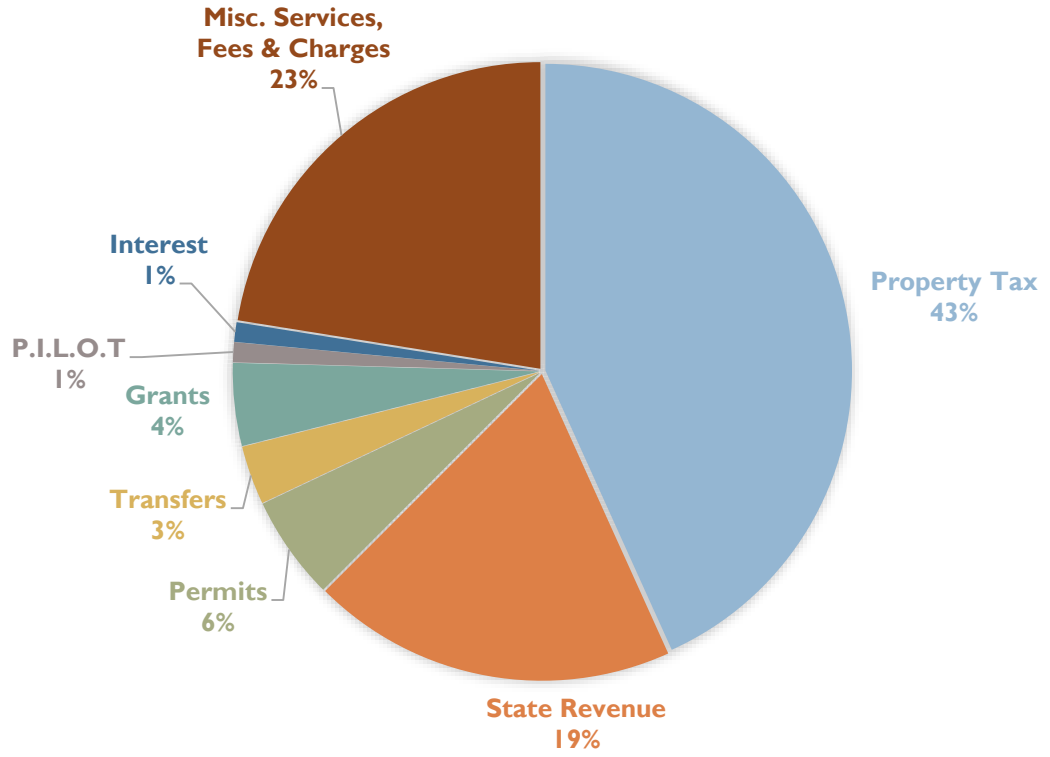
CITY OF  
BUCHANAN  
2021/2022  
FISCAL YEAR  
BUDGET

# GENERAL FUND REVENUES

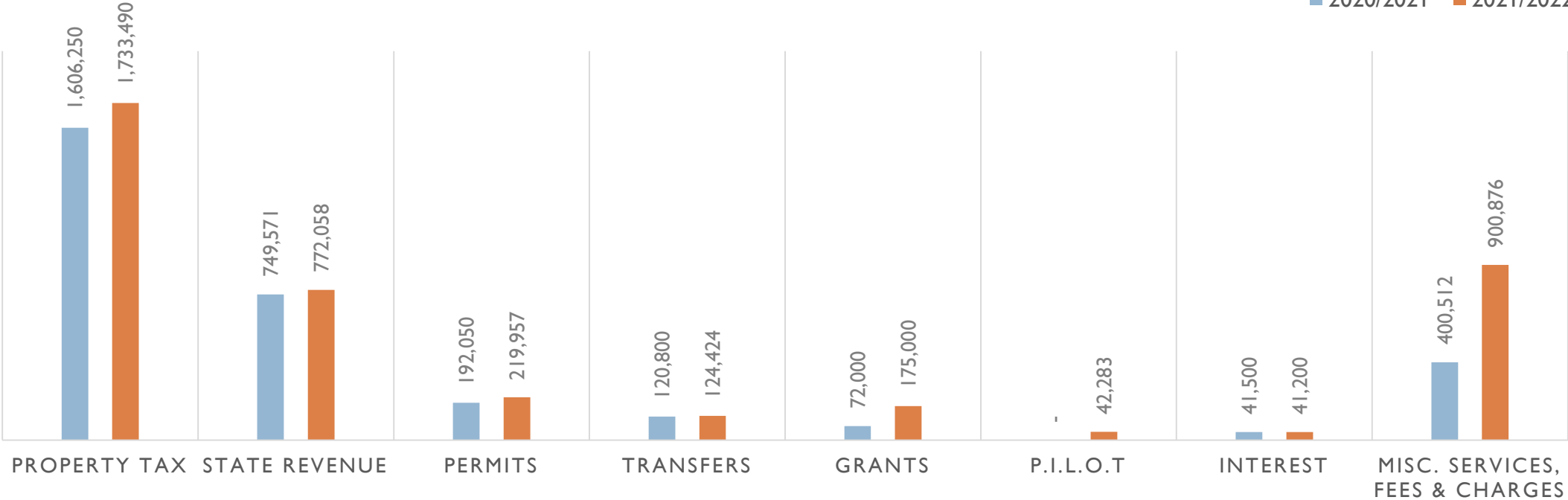
2020/2021 FY



2021/2022 FY



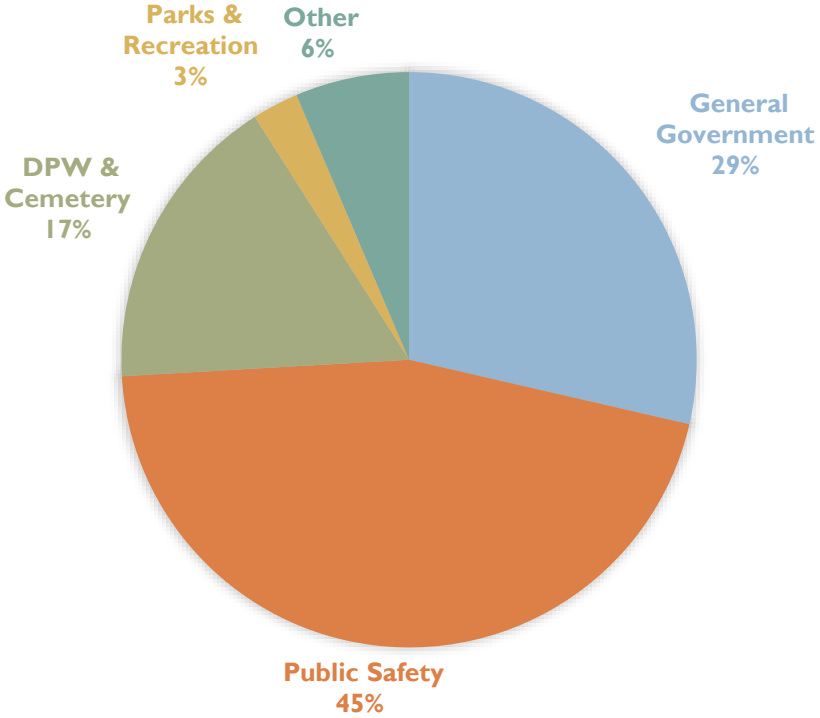
■ 2020/2021 ■ 2021/2022



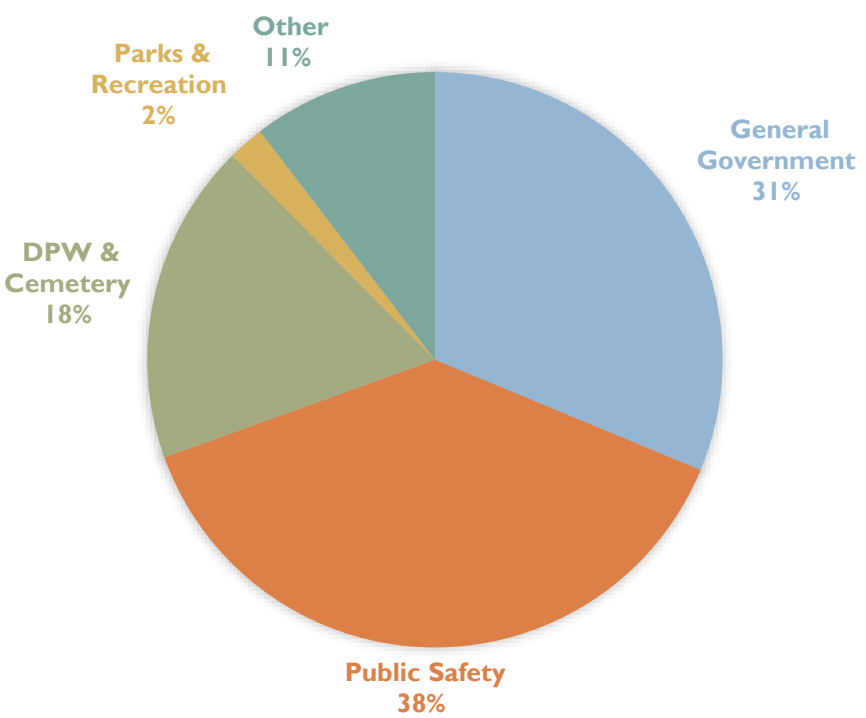
# GENERAL FUND REVENUE COMPARISON

# GENERAL FUND EXPENDITURES

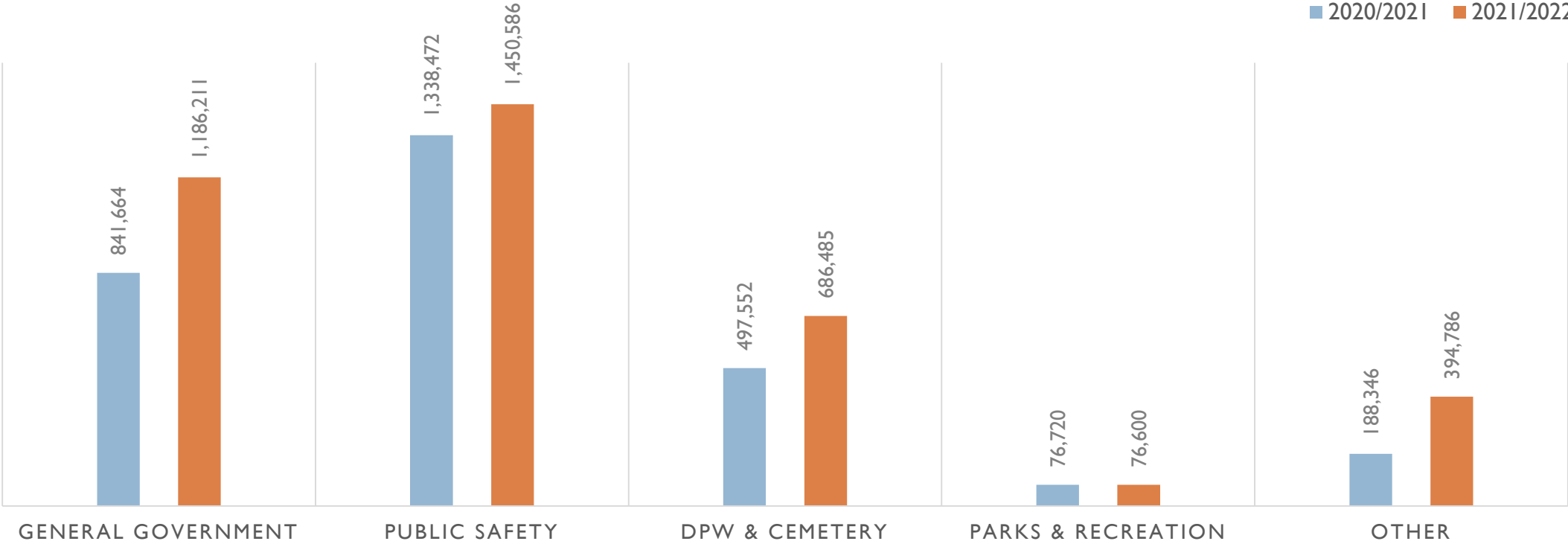
2020/2021 FY



2021/2022 FY

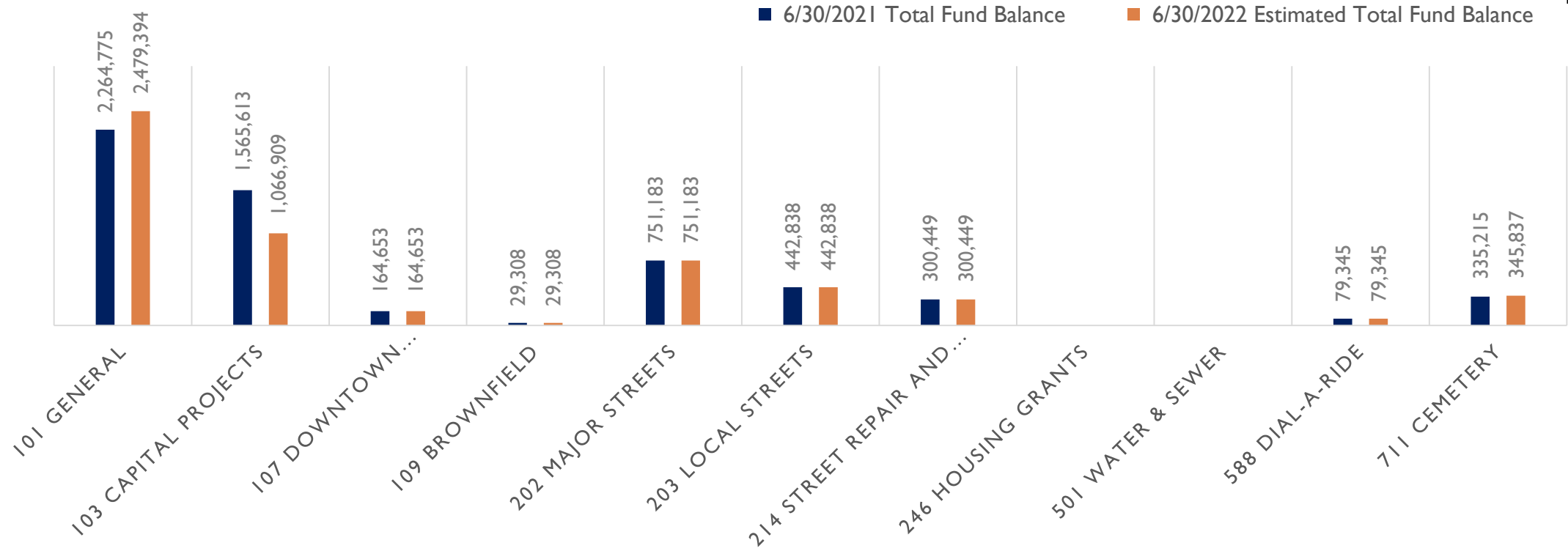


■ 2020/2021 ■ 2021/2022



# GENERAL FUND EXPENDITURE COMPARISON





# FUNDS COMPARISONS AT YR. END

## Slide 2/3: Revenues

## Property Tax

- 402.000 REAL PROPERTY TAXES
- 412.000 LOST PERSONAL PROPERTY TAX REV
- 417.000 DELINQUENT PERSONAL PROPERTY

## State Revenue

- 575.000 STATE-STATUTORY SALES (INCOME)
- 576.000 STATE-CONSTITUTIONAL SALES TAX
- 578.000 MI USE TAX REVENUE
- 579.000 LOCAL STABILIZATION STATE REV
- 570.000 MARIJUANA STATE REV.

## Permits

- 457.000 MARIHUANA PERMITS
- 477.000 BUILDING PERMITS
- 482.000 MISCELLANEOUS LICENSE-PERMITS

## Transfers

- 401.003 TRANSFER FR PERP CARE-INTEREST
- 401.005 TRANSFER FROM WATER & SEWER
- 401.011 TRANS-STREET REPAIR & MAINT.

## Grants

- 421.000 GRANTS & SPECIAL PROJECTS

## P.I.L.O.T

- 414.000 P.I.L.O.T.

## Interest

- 445.000 PENALTY & INTEREST - TAXES
- 665.000 INTEREST EARNED - INVESTMENTS

## Misc. Services, Fees &amp; Charges

- |                                          |                                        |
|------------------------------------------|----------------------------------------|
| • 400.014 DDA REIMBURSEMENT              | 643.000 SALES - CEMETERY LOTS          |
| • 415.000 EMERGENCY RESPONSE FEE PILOT   | 644.000 COPIES                         |
| • 418.000 DAR ADMIN REIMBURSEMENT        | 645.000 SALES - SURPLUS PROPERTY       |
| • 437.000 INDUSTRIAL FACILITY TAX        | 657.000 PARKING VIOLATIONS             |
| • 452.000 FRANCHISE FEE - CABLE          | 660.000 ORDINANCE VIOLATIONS 5TH DIST  |
| • 563.000 DISTRICT LIBRARY ADMIN FEE     | 674.000 BUCHANAN REDBUD CITY CENTER    |
| • 577.000 STATE SHARED LIQUOR LICENSE    | 675.000 EDGEWATER LEASE PAYMENTS       |
| • 599.000 LEHMANS ORCHARD ANNUAL PAYMENT | 677.000 ACCIDENT REPORTS               |
| • 618.000 ADMINISTRATION FEE - TAXES     | 678.000 SCHOOL GUARDS                  |
| • 632.000 VETERANS CIRCLE CEMETERY FEE   | 683.004 RETIREE INSURANCE REIMBURSEMET |
| • 633.000 FOUNDATIONS - CEMETERY         | 687.000 EMPLOYEE CO-PAY INSURANCE      |
| • 634.000 GRAVE OPENINGS                 | 690.000 WORKMENS COMP. INSURANCE       |
| • 635.000 CEMETERY TENT SERVICE          | 691.000 MISCELLANEOUS REVENUE/DONATION |
| • 636.000 COLUMBARIUM & PLAQUE           | 692.001 PARK & REC REVENUE             |
| • 640.000 VAULT SETTING FEES             |                                        |
| • 641.000 WEEDS/SNOW                     |                                        |

Slide 4/5: Expenditures

General Government

- City Commission
- City Manager
- Elections
- Assessor
- City Clerk
- Treasurer

Public Safety

- Police Department / Code Enforcement
- Crossing Guards
- Fire Department
- Building Inspector

DPW & Cemetery

- DPW / Streets
- Cemetery

Parks & Recreation

- Buchanan Area Recreation Board

Other

- Building & Grounds
- Rental Property
- Pear's Mill
- Farmer's Market
- Buchanan Common
- Harger Park
- Miscellaneous Costs / Transfers

**PUBLIC NOTICE**

At 7:00 p.m. on Monday, June 28, 2021 at 302 N. Redbud Trail, Buchanan, MI 49107, the Buchanan City Commission shall convene its regular meeting and hold a public hearing on the following proposed budget resolution:

**RESOLUTION 2021.06/229**

**A RESOLUTION FOR THE CITY OF BUCHANAN, COUNTY OF BERRIEN, MICHIGAN TO ADOPT A BUDGET FOR THE CITY OF BUCHANAN FOR FISCAL YEAR 2021-2022**

**WHEREAS**, in accordance with Chapter 9 of the City Charter of the City of Buchanan governing budget procedure and general finance, and in compliance with the requirements of the Michigan Uniform Accounting and Budgeting Act, a balanced budget has been set up for the City of Buchanan for the fiscal year of July 1, 2021 through June 30, 2022; and

**WHEREAS**, a public hearing was scheduled for June 28, 2021 for public comments and opinions;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Buchanan that the following sums are adopted for the 2020-2021 fiscal year for the purposes set forth below:

<b>General Government</b>	City Commission	\$ 331,045.
\$1,186,211.	City Manager	557,646.
	Elections	31,612.
	Assessor	33,535.
	City Clerk	71,158.
	Treasurer	161,215.
<b>Public Safety</b>	Police Department/Code Enforcement	\$1,215,466.
\$1,450,586.	Crossing Guards	41,410.
	Fire Department	111,320.
	Building Inspection	82,390.
<b>DPW &amp; Cemetery</b>	DPW/Streets	\$ 449,540.
\$686,485	Cemetery	236,945.
<b>Parks &amp; Recreation</b>	Parks & Recreation	\$ 76,600.
\$76,600.		
<b>Other</b>	Building & Grounds	\$ 311,750.
\$394,786.		
<b>Total General Fund</b>		<b>3,794,668.</b>
	Major Streets	\$ 445,100.
	Local Streets	365,250.
	Street Repair & Maintenance	295,800.
	Water & Sewer Enterprise	4,409,729.
	Brownfield-TIF	<u>30,000.</u>
<b>Total Other Funds</b>		<b>\$ 3,682,877.</b>

**Total Budget Including General Fund**

**\$7,477,545.**

Public comment on the proposed resolution may be shared during the public hearing at the regular meeting, or may be shared in advance of the meeting in writing mailed to 302 N. Redbud Trail, Buchanan, MI 49107 or emailed to the City Clerk at [bpitcher@cityofbuchanan.com](mailto:bpitcher@cityofbuchanan.com).

**BE IT FURTHER RESOLVED** that the City Commission of the City of Buchanan authorizes levy of 17.6000 mills on real and personal property within the City of Buchanan for municipal operating purposes.

**BE IT FURTHER RESOLVED** that the City Commission of the City of Buchanan hereby authorizes the levy of 1.00 mills on real and personal property within the City of Buchanan for Dial-a-Ride.

**BE IT FURTHER RESOLVED** that the City Commission of the City of Buchanan authorizes the levy of one half of the above stated millage rates on real and personal property on the separate tax rolls under Act 198, Industrial Facilities Tax Districts.

**BE IT FURTHER RESOLVED** that the City Commission authorizes the water and sewer rates, effective July 1, 2021, as follows:

	Water	Sewer	Ready to Serve (RTS)
City	\$5.67/1000 gal.	\$10.17/1000 gal	\$36.40 monthly
Township	6.65/1000 gal.	11.92/1000 gal	42.52 monthly

**BE IT FURTHER RESOLVED** that the total budget for the City of Buchanan for the fiscal year 2021-2022 in the amount of \$6,162,645. as presented by the City Manager is hereby approved and adopted by the City Commission of the City of Buchanan.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to make budgetary transfers within the departments in accordance with the departmental totals established through this budget, and that all transfers within departments may be made only by further action of the City Commission, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

At a Regular meeting of the City Commission of the City of Buchanan, County of Berrien, Michigan (the "City"), held in said City on Monday, June 28, 2021. The resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

ADOPTED this 28 day of June, 2021.

- YEAS:
- NAYS:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Barbara A Pitcher, City Clerk

\_\_\_\_\_  
Sean Denison, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a meeting held on June 28, 2021, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

\_\_\_\_\_  
Barbara A Pitcher, City Clerk

**RESOLUTION 2021.06/230**

**A RESOLUTION FOR THE CITY OF BUCHANAN, COUNTY OF BERRIEN, MICHIGAN TO ADOPT BUDGET AMENDMENTS FOR THE CITY OF BUCHANAN FOR FISCAL YEAR 2020-2021**

**WHEREAS**, in accordance with Chapter 9 of the City Charter of the City of Buchanan governing budget procedure and general finance, and in compliance with the requirements of the Michigan Uniform Accounting and Budgeting Act, a balanced budget has been set up for the City of Buchanan for the fiscal year of July 1, 2020 through June 30, 2021; and

**WHEREAS**, during the course of business in fiscal year 2020/2021, the City did find it necessary to make budget amendments to maintain a balanced budget;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Buchanan that the City shall hereby accept and adopt the budget amendments for fiscal year 2020/2021 as set forth in the corresponding spreadsheets submitted by the City Manager, summarized as follows:

<b>General Government</b>	City Commission	\$ 58,700.
\$841,664	City Manager	418,042.
	Elections	46,462.
	Assessor	33,435.
	City Clerk	85,098.
	Treasurer	199,927.
<b>Public Safety</b>	Police Department/Code Enforcement	\$1,142,955.
\$1,338,472.	Crossing Guards	37,600.
	Fire Department	95,070
	Building Inspection	62,847.
<b>DPW &amp; Cemetery</b>	DPW/Streets	\$ 347,552.
\$497,552	Cemetery	150,000.
<b>Parks &amp; Recreation</b>	Parks & Recreation	\$ 76,720.
\$76,720.		
<b>Other</b>	Building & Grounds	\$ 122,600.
\$188,346.		
<b>Total General Fund</b>		<b>2,942,754.</b>
	Major Streets	\$ 367,670.
	Local Streets	305,161.
	Street Repair & Maintenance	4,500.
	Water & Sewer Enterprise	9,069,798.
	Brownfield-TIF	0.
<b>Total Other Funds</b>		<b>\$ 9,747,129.</b>
	<b><u>Total Budget Including General Fund</u></b>	<b><u>\$12,689,883.</u></b>

**BE IT FURTHER RESOLVED** that the total amended budget for the City of Buchanan for the fiscal year 2020-2021 in the amount of \$12,689,883 as presented by the City Manager is hereby approved and adopted by the City Commission of the City of Buchanan.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to make budgetary transfers within the departments in accordance with the departmental totals established through this budget, and that all transfers within departments may be made only by further action of the City Commission, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

At a Regular meeting of the City Commission of the City of Buchanan, County of Berrien, Michigan (the "City"), held in said City on Monday, June 28, 2021. The resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

ADOPTED this 28 day of June, 2021.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Barbara A Pitcher, City Clerk

\_\_\_\_\_  
Sean Denison, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a meeting held on June 28, 2021, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

\_\_\_\_\_  
Barbara A Pitcher, City Clerk



Revenues

Dept: 000.000

	PRIOR YEAR ANNUAL ACTUAL	CURRENT YEAR YTD ACTUAL	CURRENT YEAR ORIGINAL ANNUAL BUDGET	CURRENT YEAR (CY) AMENDED ANNUAL BUDGET	2020/2021 CY REQUESTS FOR AMENDMENTS	2021/2022 FY BUDGET REQUEST	LINE ITEM DESCRIPTION DETAIL
400.014 DDA REIMBURSEMENT	-	-	17,000	17,000	-	-	Reimbursement from DDA for administrative costs, now zeroed out due to DDA dissolution.
401.003 TRANSFER FR PERP CARE-INTEREST	-	-	2,000	2,000	-	-	Transfer from the Cemetery Perpetual Care Fund to recoup the General Fund for expenditures related to cemetery administration. This amount comes out of Cemetery Perpetual Care earned interest.
401.005 TRANSFER FROM WATER & SEWER	5,800	-	5,800	5,800	5,800	<b>5,974</b>	Transfer from Water & Sewer enterprise fund to pay annual loan payment for W&S share of wheel loader
401.011 TRANS-STREET REPAIR & MAINT.	115,000	-	115,000	115,000	115,000	<b>118,450</b>	Transfer from Street Repair & Maintenance Fund for administrative costs and Equipment & Vehicle rental costs from DPW & Cemetery
402.000 REAL PROPERTY TAXES	1,026,378	1,594,780	1,144,103	1,144,103	1,605,000	<b>1,653,150</b>	Property tax revenue from the winter & summer tax cycles.
412.000 LOST PERSONAL PROPERTY TAX REV	115,528	-	77,000	77,000	-	<b>79,310</b>	Reimbursement from the State for personal property tax losses caused by the passage of "Proposal One" in 2014. See <a href="https://www.honigman.com/firm-newsroom-alerts-963.html">https://www.honigman.com/firm-newsroom-alerts-963.html</a>
414.000 P.I.L.O.T.	29,558	-	41,051	41,051	-	<b>42,283</b>	"Payment In Lieu of Taxes" for Metea Court and Water and Sewer Enterprise Fund. See <a href="https://communityhousingnetwork.org/what-is-a-pilot/">https://communityhousingnetwork.org/what-is-a-pilot/</a>
415.000 EMERGENCY RESPONSE FEE PILOT	20,000	-	20,000	20,000	-	<b>20,600</b>	As part of Metea Court's negotiated PILOT, they are required to pay an annual fee of \$20,000 as an "emergency response fee".
417.000 DELINQUENT PERSONAL PROPERTY	390	1,170	1,000	1,000	1,250	<b>1,030</b>	Reimbursement from Berrien County for delinquent personal property taxes.
418.000 DAR ADMIN REIMBURSEMENT	18,352	-	18,352	18,352	-	<b>18,903</b>	Reimbursement from Dial A Ride for City Administrative Expenses.
421.000 GRANTS & SPECIAL PROJECTS	1,400	600	-	-	72,000	<b>175,000</b>	Revenue from various grants and other special projects, unrelated to the City's enterprise funds.
437.000 INDUSTRIAL FACILITY TAX	334	-	353	353	355	<b>366</b>	Revenue collected from industrial businesses with IFT/CFT certificates. An IFT certificate are applied by qualified industrial businesses, and if received, entitled the facility to exemption from taxes for a term of 1-12 years, as determined during the negotiation for the IFT. A CFT is a Commercial Facilities Exemption. See <a href="https://www.michigan.gov/documents/taxes/IFE_FAQs_Final2_490109_7.pdf">https://www.michigan.gov/documents/taxes/IFE_FAQs_Final2_490109_7.pdf</a>
445.000 PENALTY & INTEREST - TAXES	5,592	10,328	10,000	10,000	11,500	<b>10,300</b>	Revenue from the penalty and interest payments collected on the winter and summer tax cycles.
452.000 FRANCHISE FEE - CABLE	47,601	47,655	40,269	40,269	48,000	<b>41,477</b>	Cable franchise fees collected in March and August each year. Franchise fees are collected by the area cable provider and then paid to the respective municipality, to be used as decided by the municipality, usually for PEG channel purposes. PEG means Public Education Government tv channel (our is channel 17). See <a href="https://www.michigan.gov/documents/mpsc/videofaq_283760_7.pdf">https://www.michigan.gov/documents/mpsc/videofaq_283760_7.pdf</a>
457.000 MARIHUANA PERMITS	111,500	133,000	50,000	50,000	157,000	<b>161,710</b>	Marihuana Permit Fees collected through the permitting process for medical and adult use facilities within the City.
477.000 BUILDING PERMITS	41,362	26,226	40,000	40,000	28,500	<b>51,500</b>	Revenue collected from various building permit fees issues by Building Inspector Guy Lewis.
482.000 MISCELLANEOUS LICENSE-PERMITS	4,046	4,919	1,000	1,000	6,550	<b>6,747</b>	Revenue collected from various permits issued by the City, including zoning fees, site plan permits, and entertainment permits. Also, new in FY 21/22, also to include rental inspection permit fees estimated at \$36,000 annually.
563.000 DISTRICT LIBRARY ADMIN FEE	-	50	-	-	50	<b>52</b>	Revenue collected for City assistance with administering the local library, including handling board appointments.
570.000 MARIJUANA STATE REV.	-	84,004	20,000	20,000	84,004	<b>86,524</b>	Shared revenue from the State of Michigan for the operation of marihuana facilities within the City.
575.000 STATE-STATUTORY SALES (INCOME)	206,564	138,628	207,944	207,944	207,944	<b>214,182</b>	Statutory revenue sharing received quarterly from the State of Michigan, as per participation in the CVTRS program. See <a href="https://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826---,00.html#:~:text=For%20fiscal%20year%20(FY)%202021,Revenue%20Sharing%20(CVTRS)%20pro,gram.&amp;text=Each%20city%2C%20or%20township,eligible%20FY%202020%20paym,ent%20amount">https://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826---,00.html#:~:text=For%20fiscal%20year%20(FY)%202021,Revenue%20Sharing%20(CVTRS)%20pro,gram.&amp;text=Each%20city%2C%20or%20township,eligible%20FY%202020%20paym,ent%20amount</a>
576.000 STATE-CONSTITUTIONAL SALES TAX	395,853	341,181	391,410	391,410	391,410	<b>403,152</b>	Constitutional revenue sharing received quarterly from the State of Michigan, as required by Article IX Section 10 of the Michigan Constitution. The funds reflect a population based proportion of 15% of 4% of the 6% sales tax collected by the State. See <a href="https://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_62375---,00.htmlthe Michigan State Constitution. See">https://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_62375---,00.htmlthe Michigan State Constitution. See</a>
577.000 STATE SHARED LIQUOR LICENSE	3,407	3,212	3,743	3,743	4,200	<b>4,326</b>	Revenue received from the State in July of each year as part of the shared revenue program for state liquor licenses. The MI Liquor Control Commission pays 55% of its retailer's license fees to communities that employ a full-time police department that help enforce liquor regulations. See <a href="https://www.moodyonthemarket.com/mi-liquor-control-sends-67-million-revenue-sharing-back-to-local-communities/">https://www.moodyonthemarket.com/mi-liquor-control-sends-67-million-revenue-sharing-back-to-local-communities/</a>
578.000 MI USE TAX REVENUE	-	-	1,713	1,713	1,713	<b>1,764</b>	Revenue received annually from the State through a shared revenue program relating to its collection of "use tax" which is a 6% companion tax to sales tax and is paid on all taxable items brought into Michigan or purchased through the internet, mail, or phone from out-of-state retailers that do not collect Michigan sales tax. See <a href="https://www.michigan.gov/taxes/0,4676,7-238-43519_43529-154427--,00.html">https://www.michigan.gov/taxes/0,4676,7-238-43519_43529-154427--,00.html</a>
579.000 LOCAL STABILIZATION STATE REV	-	64,012	-	-	64,500	<b>66,435</b>	Revenue received from the State via the Local Community Stabilization Authority (LCSA). See <a href="http://www.localcommunitystabilizationauthoritymi.gov/lcsa-distributions/">http://www.localcommunitystabilizationauthoritymi.gov/lcsa-distributions/</a> .
599.000 LEHMANS ORCHARD ANNUAL PAYMENT	8,667	8,667	8,667	8,667	8,667	<b>8,927</b>	Annual payment received from Lehman's Orchard.
618.000 ADMINISTRATION FEE - TAXES	40,394	44,625	42,150	42,150	45,000	<b>43,415</b>	Transfer from Tax account to 101 to recoup costs related to the administration of property taxes.
632.000 VETERANS CIRCLE CEMETERY FEE	-	-	100	100	-	-	Fee collected to recoup administrative costs for sales of cemetery lots within the Veteran's circle.
633.000 FOUNDATIONS - CEMETERY	3,402	5,785	5,000	5,000	6,000	<b>5,820</b>	Collection of service charges for administration related to the installation of footing foundations for grave stones.
634.000 GRAVE OPENINGS	29,708	33,498	30,000	30,000	35,000	<b>30,900</b>	Collection of service charges for administration related to grave openings.
635.000 CEMETERY TENT SERVICE	100	-	500	500	500	<b>515</b>	Collection of service charges for administration related to the rental of the cemetery tent during burial services.
636.000 COLUMBARIUM & PLAQUE	525	2,456	900	900	2,650	<b>1,442</b>	Collection of service charges for administration related to the sales of columbarium (structures for the placement of urns) and plaques for the cemetery.
640.000 VAULT SETTING FEES	3,600	4,300	4,000	4,000	4,500	<b>4,223</b>	Collection of service charges for administration related to the setting of vaults at the cemetery.
641.000 WEEDS/SNOW	4,788	1,596	4,000	4,000	2,000	<b>4,326</b>	Revenue collected to reimburse for costs incurred when the City has to mow or remove snow from a non-compliant property.
643.000 SALES - CEMETERY LOTS	8,540	15,306	10,000	10,000	16,000	<b>15,965</b>	Revenue collected to recoup costs incurred administering the sales of cemetery lots.
644.000 COPIES	194	211	500	500	275	<b>283</b>	Fees collected for use of the City Hall and Police Department copy machines.
645.000 SALES - SURPLUS PROPERTY	118	7,996	500	500	9,000	<b>210,000</b>	Revenue received from the sale of various pieces of equipment and other items no longer needed by the City, including real property.
657.000 PARKING VIOLATIONS	3,145	3,475	2,000	2,000	4,700	<b>4,841</b>	Revenue collected from parking violations administered by City PD.
660.000 ORDINANCE VIOLATIONS 5TH DIST	946	594	2,000	2,000	700	<b>1,545</b>	The revenue shared back to the City by the 5th District Court reflecting the City's share of fines and costs collected by the Court related to City fines and fees chargeable in court.
665.000 INTEREST EARNED - INVESTMENTS	35,820	139	30,000	30,000	30,000	<b>30,900</b>	Interest earned from investments and cash management interest earned on the 2013 W&S loan.
674.000 BUCHANAN REDBUD CITY CENTER	1,680	(160)	2,000	2,000	300	<b>309</b>	Revenue from renting out the Redbud City Center.
675.000 EDGEWATER LEASE PAYMENTS	13,950	12,788	13,950	13,950	15,000	-	Payments received for the leasing out by Edgewater Bank of the space next to the PD.
677.000 ACCIDENT REPORTS	249	123	200	200	275	<b>283</b>	Revenue received from accident reports provided by the PD and FD.
678.000 SCHOOL GUARDS	11,728	11,127	11,000	11,000	13,000	<b>13,390</b>	Reimbursement by Buchanan Community Schools for 50% of the costs associated with the City's provision of crossing guards.
683.004 RETIREE INSURANCE REIMBURSEMET	-	181	-	-	190	<b>196</b>	Reimbursement related to the provision of past employees with health insurance, as per past employment contracts.

687.000 EMPLOYEE CO-PAY INSURANCE	77,335	58,999	85,000	85,000	78,500	<b>80,855</b>	Reimbursements out of Payroll relating to the 20% employee insurance co-payments which are withheld from employee checks.
690.000 WORKMENS COMP. INSURANCE	9,456	-	15,000	15,000	15,000	<b>15,450</b>	Dividend distribution from the MML's Michigan Municipal Worker's Compensation Fund. See <a href="http://www.mml.org/insurance/fund/">http://www.mml.org/insurance/fund/</a>
691.000 MISCELLANEOUS REVENUE/DONATION	17,710	87,105	22,500	22,500	90,000	<b>371,800</b>	Receipt of miscellaneous revenue, including donations received for trail projects, federal stimulus monies, etc.
692.001 PARK & REC REVENUE	80	340	100	100	650	<b>670</b>	Revenue from the rental of City parks.
<b>Revenues</b>	<b>2,420,798</b>	<b>2,748,916</b>	<b>2,497,805</b>	<b>2,497,805</b>	<b>3,182,683</b>	<b>4,009,288</b>	<i>Total of all anticipated general fund revenue for FY.</i>

Expenditures  
Dept: 101.000 CITY COMMISSION

706.005 SALARIES-PART TIME	8,629	8,577	10,500	10,500	10,500	<b>10,500</b>	\$5,000 for each of the five City Commissioner's is budgeted as part of the Commission's annual salary for their part-time service to the City of Buchanan.
715.000 FRINGE BENEFITS	1,367	1,251	1,500	1,500	1,500	<b>1,545</b>	Cost for Commissioner fringe benefits (life insurance)
730.000 POSTAGE	-	8	-	-	100	<b>-</b>	
805.000 MARKETING PLAN	-	889	-	-	1,000	<b>1,000</b>	For City marketing plans approved by the Commission, to include public outreach initiatives.
818.000 CONTRACTUAL	5,295	2,382	10,000	10,000	25,000	<b>25,000</b>	For contractual services, as approved by the Commission, to include strategic plan visioning sessions, etc. Includes an \$8,000 payment to the Performing Arts Commission as payment for services rendered operating the Tin Shop Theatre and providing youth theatre programming. Also to include a \$5,000 payment to the Friends of the McCoy Creek Trail for services rendered improving the trails, as well as a \$5,000 payment to the Buchanan Tree Friends for services rendered protecting Buchanan's treescape.
826.000 LEGAL FEES	15,357	861	2,500	2,500	50,000	<b>22,000</b>	Legal fees related to the discharge of services by the City Commission, or for legal projects or initiatives as directed by the Commission.
831.000 MEMBERSHIP AND DUES	312	4,584	13,500	13,500	5,000	<b>2,500</b>	Membership fees and dues for Commissioners to belong to various groups, including MML, Chamber of Commerce, etc.
857.000 GRANTS & SPECIAL PROJECTS	-	3,031	-	-	10,000	<b>220,000</b>	Expenses related to grant writing and other special projects, as directed by the City Commission. This section will also include City Commission priority initiatives, as identified in the priority setting workshop, which sets aside funds for use by the Community Development Director towards a variety of economic development programs, including facade grants, job creation incentives, residential housing improvement grants, and more, including Mill Alley and other Andrews University implementation projects.
861.000 REDBUD CITY CENTER PROJECT	-	73	-	-	350	<b>13,000</b>	Project expenses related to the Redbud City Center.
864.000 CONFERENCES AND WORKSHOP	1,866	75	3,500	3,500	250	<b>3,500</b>	Expenses associated with Commissioner attendance at trainings and conferences, such as the MML Annual Conference, etc.
885.000 PUBLIC RELATIONS	11,348	6,622	20,000	20,000	20,000	<b>22,500</b>	Expenses related to public relations, to include promotion notices, holiday lighting and decorations, Tin Shop Theatre, Thrill on the Hill and/or other events, etc.
919.000 COVID-19	5,857	(69,458)	-	-	(69,500)	<b>2,000</b>	Expenses related to COVID-19 which are chargeable for reimbursement under the "CARES Act" grants and other state grants. The negative figure in FY 20/21 represents an allowable recording of revenues in an expenditure line to represent the receipt of the grant funds, which covered the expenditures. Expense against the CRLGG grant
962.000 MISCELLANEOUS	471	552	2,000	2,000	2,000	<b>2,000</b>	Unanticipated miscellaneous expenses, as directed by the City Commission.
984.000 LOCAL PUBLIC BROADCASTING	370	-	2,500	2,500	2,500	<b>5,500</b>	Expenses related to the City's Channel 17 PEG programming, including equipment upgrades and content creation.
<b>CITY COMMISSION</b>	<b>50,873</b>	<b>(40,554)</b>	<b>66,000</b>	<b>66,000</b>	<b>58,700</b>	<b>331,045</b>	Total of City Commission Expenditures. The negative number in FY 20/21 represents an allowable recording of revenues in an expenditure line to represent the receipt of grant funds, which covered the expenditures.

Dept: 172.000 CITY MANAGER

706.001 SALARIES-FULL TIME	73,491	146,216	86,240	86,240	190,204	<b>258,600</b>	Includes expenditures related to the City Manager's annual salary (\$85,000 for FY 20/21 and \$88,000 for FY 21/22), (note that the 20/21 FY included salaries for two managers for several months, and payouts for retiring Manager Marx. Also includes the Development Director's pay (\$75,000 salary + \$10,000 annual bonus), pay for City Manager's Administrative Secretary (\$20.00 / hour), and pay for a new Chamber Director/Mainstreet Manager position at \$45,000 per year.
715.000 FRINGE BENEFITS	32,346	50,637	48,499	48,499	84,500	<b>144,816</b>	Expenses for fringe benefits for the City Manager, Community Development Director, and Administrative Secretary (note that FY 20/21 included expenses for two managers for several months).
717.000 RETIREMENT	4,248	3,009	4,950	4,950	11,500	<b>38,500</b>	Expenses for retirement costs for the City Manager, Community Development Director, and Administrative Secretary. Note that retirement expenses are expected to increase dramatically in FY 21/22 due to changed actuarial assumptions by MERS.
728.000 OFFICE SUPPLIES	-	1,412	500	500	2,500	<b>3,300</b>	Expenses for office supplies for the City Manager and Community Development Director.
730.000 POSTAGE	1,622	1,684	4,000	4,000	2,500	<b>2,750</b>	Postage expenses for the City Manager, Community Development Director, and Administrative Secretary.
752.000 RECRUITMENT/RELOCATION	-	5,938	-	-	5,938	<b>-</b>	Expenses related to recruitment and relocation of new City Manager and/or new Community Development Director and/or new City Manager Administrative Secretary.
756.000 MISCELLANEOUS SUPPLIES	47	48	500	500	500	<b>515</b>	Costs of miscellaneous supplies for the City Manager, Community Development Director, and Administrative Secretary.
818.000 CONTRACTUAL	-	748	-	-	42,000	<b>55,000</b>	Expenses for contractual services, which are anticipated in FY 21/22 to include an independent contractor City Engineer and an independent contractor Market Master/Events Coordinator.
826.000 LEGAL FEES	27,951	48,091	25,000	25,000	70,000	<b>39,750</b>	Legal fees paid to the City Attorney for services directed by the City Manager, the Community Development Director, or the Mainstreet Manager. Also \$11,00 of the total \$36,000 for rental inspection program.
831.000 MEMBERSHIP AND DUES	539	1,344	1,000	1,000	1,000	<b>3,600</b>	Membership fees and dues payments for the City Manager, Community Development Director, Administrative Secretary, and Chamber Director/Mainstreet Manager.
864.000 CONFERENCES AND WORKSHOP	877	(373)	4,000	4,000	100	<b>4,000</b>	Expenses for the City Manager, Community Development Director, Administrative Secretary, and/or Chamber Director/Mainstreet Manager to attend conferences and trainings.
873.000 TRAVEL & CAR ALLOWANCE	4,612	4,898	5,400	5,400	6,000	<b>5,500</b>	City Manager car allowance of \$350 per month, plus other travel reimbursements.
933.000 MAINTENANCE - EQUIPMENT	-	646	500	500	800	<b>800</b>	Repair or maintenance of equipment for the City Manager, Community Development Director, Administrative Secretary, or Chamber Director/Mainstreet Manager.
962.000 MISCELLANEOUS	185	57	500	500	500	<b>515</b>	Miscellaneous expenses that may occur throughout the year, incurred by either the City Manager, Community Development Director, Administrative Secretary, or Chamber Director/Mainstreet Manager.
<b>CITY MANAGER</b>	<b>145,917</b>	<b>264,355</b>	<b>181,089</b>	<b>181,089</b>	<b>418,042</b>	<b>557,646</b>	Total expenditures related to the City Manager's office, which includes expenditures for the Community Development Director, Administrative Secretary, and Chamber Director/Mainstreet Manager.

Dept: 191.000 ELECTIONS

706.001 SALARIES-FULL TIME	10,715	9,705	12,262	12,262	12,262	<b>12,262</b>	25% of the Clerk's annual wages, to compensate for the Clerk's time throughout the year working on election related activities.
715.000 FRINGE BENEFITS	6,838	9,468	6,500	6,500	15,000	<b>6,500</b>	25% of the Clerk's fringe benefit costs
728.000 OFFICE SUPPLIES	876	1,079	1,500	1,500	1,500	<b>1,500</b>	Expenditures on office supplies relating to the election.
818.000 CONTRACTUAL	2,204	2,563	5,000	5,000	3,000	<b>5,000</b>	Election inspector wages and other related contractual expenditures.
826.000 LEGAL FEES	-	-	500	500	500	<b>1,500</b>	Expenses related to having the City Attorney serve on the City's Election Commission, which typically requires 3 meetings.
864.000 CONFERENCES AND WORKSHOP	-	82	750	750	1,500	<b>1,500</b>	Expenses for election training and related travel.
868.000 CTCL GRANT	-	(270)	-	-	300	<b>300</b>	Expenditures eligible for CTCL grant reimbursement. Expense against the grant money
903.000 LEGAL NOTICES & RECORDINGS	45	103	150	150	400	<b>500</b>	Expenses for legal notices and recordings related to the Clerk's provision of election services.

333.000 MAINTENANCE - EQUIPMENT	1,283	4,801	500	5,000	5,000	<b>500</b>	Service fees for election equipment, including tabulator, automark, and qualified voter file computer hardware and software.
962.000 MISCELLANEOUS	159	5,708	1,050	1,050	6,000	<b>1,050</b>	Miscellaneous expenditures throughout the year related to elections.
969.000 TRANSFER-EQUIPMENT RESERVE	1,000	-	1,000	1,000	1,000	<b>1,000</b>	\$1,000 set aside each year to plan for future election equipment replacement.
<b>ELECTIONS</b>	<b>23,120</b>	<b>33,239</b>	<b>29,212</b>	<b>29,212</b>	<b>46,462</b>	<b>31,612</b>	
Dept: 209.000 ASSESSOR							
706.005 SALARIES-PART TIME	23,000	21,231	26,250	26,250	26,250	<b>26,250</b>	Part-time Assessor's salary.
715.000 FRINGE BENEFITS	1,888	1,676	2,285	2,285	2,285	<b>2,285</b>	Fringe benefits for the City's part-time Assessor.
728.000 OFFICE SUPPLIES	1,011	957	1,800	1,800	1,800	<b>1,800</b>	Office supply expenditures by the City Assessor.
818.000 CONTRACTUAL	2,693	2,945	2,750	2,750	3,100	<b>3,200</b>	Pay for Assessor-related contractual services, including payment to members of the Board of Review, BS&A Assessing software support services, etc.
<b>ASSESSOR</b>	<b>28,592</b>	<b>26,809</b>	<b>33,085</b>	<b>33,085</b>	<b>33,435</b>	<b>33,535</b>	
Dept: 215.000 CITY CLERK							
706.001 SALARIES-FULL TIME	32,604	29,282	34,785	34,785	34,785	<b>51,000</b>	75% of the Clerk's annual salary (as 25% is allocated to the "Elections" portion of the budget).
715.000 FRINGE BENEFITS	20,863	28,643	13,708	13,708	35,000	<b>13,708</b>	75% of the Clerk's fringe benefits.
728.000 OFFICE SUPPLIES	66	80	300	300	300	<b>300</b>	Office supply expenses incurred by the Clerk (not related to the election).
818.000 CONTRACTUAL	-	475	-	-	500	<b>500</b>	Contractual services incurred by the Clerk, not related to the election.
826.000 LEGAL FEES	-	-	150	150	150	<b>150</b>	Legal fees incurred by the Clerk, not related to the election.
864.000 CONFERENCES AND WORKSHOP	650	-	750	750	750	<b>750</b>	Expenses related to the Clerk's non-election trainings and conferences. Clerk will have expenses in June
873.000 TRAVEL & CAR ALLOWANCE	226	139	200	200	200	<b>200</b>	Travel expenses reimbursed to the Clerk for travel to non-election related trainings and conferences. Clerk will have expenses in June
903.000 LEGAL NOTICES & RECORDINGS	1,421	2,912	1,500	1,500	3,000	<b>3,500</b>	Expenses for publication of notices of meetings, ordinances, recording fees, etc.
945.000 MEMBERSHIP & DUES	177	106	200	200	200	<b>200</b>	Costs of the Clerk's non-election related membership fees and dues expenditures.
962.000 MISCELLANEOUS	212	-	100	100	100	<b>100</b>	Miscellaneous expenditures of the Clerk throughout the year that are not related to the election.
969.000 TRANSFER-EQUIPMENT RESERVE	750	10,113	750	750	10,113	<b>750</b>	\$750 annual set aside for future ordinance supplementation supplies and codification expenses, to update the City's Code of Ordinances.
<b>CITY CLERK</b>	<b>56,967</b>	<b>71,751</b>	<b>52,443</b>	<b>52,443</b>	<b>85,098</b>	<b>71,158</b>	Total expenses for the Clerk's office that are not related to the Election.
Dept: 253.000 TREASURER							
706.001 SALARIES-FULL TIME	80,446	60,234	73,282	73,282	73,282	<b>90,520</b>	Annual salary costs for both the City Treasurer and the City's Bookkeeper. Treasurer calculated at \$51,334 annual salary, Bookkeeper calculated at \$17.23 per hour. [Treasurer salary calculated as midpoint between Step 2 Bookkeeper and advertised wage for Treasurer with 5 years experience].
715.000 FRINGE BENEFITS	35,912	29,595	40,745	40,745	40,745	<b>40,745</b>	Annual costs of fringe benefits for the Treasurer and Bookkeeper.
728.000 OFFICE SUPPLIES	660	132	2,000	2,000	250	<b>2,000</b>	Office supply expenditures for the Treasurer and Bookkeeper.
730.000 POSTAGE	810	2,444	1,800	1,800	3,000	<b>1,800</b>	Annual postage costs for the Treasurer and Bookkeeper.
807.000 AUDIT	10,040	30,800	11,000	11,000	34,000	<b>14,000</b>	Expenses charged by the City's auditors.
818.000 CONTRACTUAL	6,658	46,352	4,100	4,100	47,000	<b>11,500</b>	Costs of contractual services procured by the Treasurer and/or Bookkeeper. Plante & Moran
864.000 CONFERENCES AND WORKSHOP	500	450	500	500	500	<b>500</b>	Expenses related to the attendance of conferences and/or trainings by the Treasurer and/or Bookkeeper.
873.000 TRAVEL & CAR ALLOWANCE	121	-	150	150	150	<b>150</b>	Travel expenses related to the Treasurer and/or Bookkeeper's attendance at conferences or trainings.
961.000 MEDICAL EXAMS	-	431	-	-	1,000	<b>-</b>	Expenses related to employer required medical exams.
<b>TREASURER</b>	<b>135,146</b>	<b>170,438</b>	<b>133,577</b>	<b>133,577</b>	<b>199,927</b>	<b>161,215</b>	Total annual expenditures for the Treasurer's office, including Bookkeeper expenses.
Dept: 265.000 BUILDING AND GROUNDS							
756.000 MISCELLANEOUS SUPPLIES	6,264	6,560	4,000	4,000	7,500	<b>7,500</b>	Miscellaneous expenditures on supplies throughout the year on City buildings or grounds.
818.000 CONTRACTUAL	18,841	17,829	7,000	7,000	19,000	<b>147,500</b>	Contractual service expenses for work on City buildings or grounds.
853.000 TELEPHONE, INTERNET, CABLE	6,101	8,785	7,000	7,000	12,500	<b>15,750</b>	Communication utility service fees for city facilities.
912.000 FIRE & LIABILITY INSURANCE	17,595	25,587	17,596	17,596	32,500	<b>34,500</b>	Fire and liability insurance premiums to provide coverage for city buildings and grounds.
921.000 UTILITIES	18,953	15,896	20,000	20,000	20,000	<b>20,000</b>	Other utility expenses for City buildings and grounds, including gas, electric, water, sewer, and refuse pickup.
931.000 MAINTENANCE-BUILDINGS	3,151	8,296	5,000	5,000	9,000	<b>35,000</b>	Maintenance expenses throughout the year on City buildings and grounds, including painting, HVAC, etc.
934.000 MAINT. - OFFICE EQUIPMENT	9,217	12,355	15,000	15,000	15,000	<b>15,000</b>	Maintenance expenses for office equipment located in city buildings.
958.000 OFFICE EQUIPMENT	19	8	3,000	3,000	100	<b>3,000</b>	Office equipment expenditures for City buildings or grounds.
962.000 MISCELLANEOUS	-	368	-	-	500	<b>3,500</b>	Miscellaneous expenditures throughout the year on City buildings or grounds.
970.001 CAPITAL OUTLAY	20,200	-	-	-	-	<b>25,000</b>	Capital Outlay for City buildings or grounds.
974.000 ZONING EXPENDITURES	5,431	6,203	5,000	5,000	6,500	<b>5,000</b>	Zoning expenses related to City buildings or grounds.
<b>BUILDING AND GROUNDS</b>	<b>105,773</b>	<b>101,886</b>	<b>83,596</b>	<b>83,596</b>	<b>122,600</b>	<b>311,750</b>	Total annual expenditures related to City buildings or grounds.
Dept: 269.000 RENTAL PROPERTY							
818.000 CONTRACTUAL	433	-	900	900	900	<b>900</b>	Contractual service expenses related to City rental properties.
912.000 FIRE & LIABILITY INSURANCE	249	-	271	271	271	<b>271</b>	Fire and liability insurance premiums for City rental properties.
921.000 UTILITIES	3,031	2,604	2,515	2,515	3,500	<b>2,515</b>	Annual utility expenditures for City rental properties.
931.000 MAINTENANCE-BUILDINGS	2,478	15,320	2,000	2,000	22,500	<b>28,500</b>	Maintenance expenditures for buildings that are City rentals.
962.000 MISCELLANEOUS	77	1,447	400	400	2,500	<b>3,000</b>	Miscellaneous expenditures throughout the year related to City rental properties.
970.001 CAPITAL OUTLAY	751	-	2,000	2,000	2,000	<b>2,000</b>	Capital Outlay for City rental properties.
<b>RENTAL PROPERTY</b>	<b>7,020</b>	<b>19,371</b>	<b>8,086</b>	<b>8,086</b>	<b>31,671</b>	<b>37,186</b>	Total annual expenditures related to the City's rental properties.
Dept: 271.430 PEAR'S MILL							
731.000 ALARM MONITORING	821	324	1,300	1,300	1,300	<b>1,300</b>	Alarm monitoring expenses for Pear's Mill
756.014 MISCELLANEOUS	250	-	250	250	500	<b>5,250</b>	Miscellaneous expenses throughout the year for Pear's Mill, to include \$5,000 payment to Buchanan Historic Preservation Society for programming and promotions.
853.000 TELEPHONE, INTERNET, CABLE	761	768	634	634	800	<b>800</b>	Telephone, internet, and cable bills for Pear's Mill.
912.000 FIRE & LIABILITY INSURANCE	506	553	569	569	600	<b>660</b>	Fire and liability insurance premiums for Pear's Mill.
921.000 UTILITIES	1,517	822	1,250	1,250	1,250	<b>1,500</b>	Utilities for Pear's Mill.
935.000 BUILDING & GROUND MAINTENANCE	524	622	500	500	800	<b>500</b>	Maintenance of the building and grounds at Pear's Mill.
970.000 TRANSFER-CAPITAL RESERVE	3,000	-	3,000	3,000	3,000	<b>3,000</b>	\$3,000 annual transfer to Capital Projects fund for future repairs to the Pear's Mill, as needed.
<b>PEAR'S MILL</b>	<b>7,379</b>	<b>3,089</b>	<b>7,503</b>	<b>7,503</b>	<b>8,250</b>	<b>13,010</b>	Total annual expenditures related to the Pear's Mill.
Dept: 271.435 FARMERS' MARKET							
756.014 MISCELLANEOUS	-	168	300	300	300	<b>3,750</b>	Miscellaneous expenses throughout the year related to the Farmer's Market.

02.000 FIRE & LIABILITY INSURANCE	68	209	100	100	225	<b>100</b>	Fire & Liability insurance premiums related to the Farmer's Market.
921.000 UTILITIES	588	1,122	500	500	1,500	<b>500</b>	Utility expenses for the Farmer's Market.
935.000 BUILDING & GROUND MAINTENANCE	398	2,303	500	500	2,400	<b>850</b>	Buildings and grounds maintenance for the Farmer's Market.
<b>FARMERS' MARKET</b>	<b>1,054</b>	<b>3,802</b>	<b>1,400</b>	<b>1,400</b>	<b>4,425</b>	<b>5,200</b>	

Dept: 271.440 BUCHANAN COMMON

756.014 MISCELLANEOUS	-	-	400	400	400	<b>4,750</b>	Miscellaneous expenses throughout the year related to the Common.
912.000 FIRE & LIABILITY INSURANCE	192	-	200	200	300	<b>340</b>	Fire and liability insurance annual premiums for the Common.
921.000 UTILITIES	876	-	1,200	1,200	1,400	<b>1,650</b>	Utility expenditures throughout the year for the Common.
935.000 BUILDING & GROUND MAINTENANCE	608	-	1,500	1,500	2,200	<b>3,200</b>	Maintenance expenses for the buildings and grounds at the Common.
970.000 TRANSFER-CAPITAL RESERVE	2,000	-	2,000	2,000	2,000	<b>2,000</b>	Transfer to Capital Projects for future buildings repairs at the Common.
<b>BUCHANAN COMMON</b>	<b>3,676</b>	<b>-</b>	<b>5,300</b>	<b>5,300</b>	<b>6,300</b>	<b>11,940</b>	Total annual expenditures related to the Common.

Dept: 271.445 HARGER PARK

935.000 BUILDING & GROUND MAINTENANCE	-	-	100	100	100	<b>200</b>	Building and ground maintenance expenses for Harger Park.
<b>HARGER PARK</b>	<b>-</b>	<b>-</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>200</b>	Total annual expenditures for Harger Park.

Dept: 276.000 CEMETERY

706.001 SALARIES-FULL TIME	67,238	39,237	36,624	36,624	67,500	<b>69,500</b>	Cemetery salary and wages.
706.002 SALARIES - OVERTIME	4,269	5,049	6,000	6,000	9,000	<b>6,000</b>	Cemetery salary and wages for overtime.
706.004 SALARIES-TEMPORARY	31,722	22,154	30,000	30,000	30,000	<b>34,000</b>	Part-time seasonal help salary and wages for cemetery.
715.000 FRINGE BENEFITS	21,670	21,413	12,368	12,368	23,500	<b>26,500</b>	Fringe benefits for cemetery workers.
751.000 GAS AND OIL	6,710	6,393	8,000	8,000	8,000	<b>8,000</b>	Gas and oil costs for cemetery work.
756.000 MISCELLANEOUS SUPPLIES	2,409	3,977	2,500	2,500	4,200	<b>4,400</b>	Miscellaneous supplies for cemetery work.
768.000 UNIFORMS	1,542	850	1,295	1,295	1,295	<b>1,295</b>	Uniforms for cemetery workers.
818.000 CONTRACTUAL	174	182	500	500	500	<b>800</b>	Contractual services expenditures related to cemetery.
831.000 MEMBERSHIP AND DUES	-	-	100	100	100	<b>150</b>	Memberships and dues for cemetery workers.
853.000 TELEPHONE, INTERNET, CABLE	842	1,596	1,500	1,500	1,650	<b>1,700</b>	Telephone, internet, and cable expenses related to the cemetery.
912.000 FIRE & LIABILITY INSURANCE	3,195	2,948	3,400	3,400	3,400	<b>3,400</b>	Fire and liability insurance premiums related to the cemetery.
921.000 UTILITIES	2,426	1,540	2,500	2,500	2,500	<b>2,600</b>	Utility expenses related to the cemetery.
931.000 MAINTENANCE-BUILDINGS	3,488	14,340	2,500	2,500	16,000	<b>17,000</b>	Building maintenance expenses for the cemetery.
932.000 MAINTENANCE-GROUNDS	3,980	4,696	3,500	3,500	4,800	<b>5,100</b>	Grounds maintenance expenses for the cemetery.
933.000 MAINTENANCE - EQUIPMENT	5,589	17,564	3,000	3,000	19,500	<b>20,500</b>	Equipment expenses for the cemetery.
934.000 MAINT. - OFFICE EQUIPMENT	-	1,280	-	-	1,500	<b>1,500</b>	Office equipment expenses for the cemetery.
939.000 MAINTENANCE - VEHICLE	3,422	1,577	3,000	3,000	3,000	<b>3,000</b>	Vehicle expenses for the cemetery.
961.000 MEDICAL EXAMS	354	-	500	500	500	<b>500</b>	Medical exams for cemetery workers.
962.000 MISCELLANEOUS	-	-	1,500	1,500	1,500	<b>1,500</b>	Miscellaneous expenditures throughout the year related to the cemetery.
969.000 TRANSFER-EQUIPMENT RESERVE	5,500	-	5,500	5,500	5,500	<b>5,500</b>	\$5,500 annual transfer to the Equipment Reserve fund for use on future equipment purchases, including \$1,000 for a future truck purchase; \$500 for a future Bobcat/Backhoe purchase; \$1,000 for a Tower Truck purchase; \$500 for a Bobcat, \$1,000 for a Toolcat; and \$500 for a chipper.
<b>CEMETERY</b>	<b>164,530</b>	<b>144,794</b>	<b>148,287</b>	<b>148,287</b>	<b>150,000</b>	<b>236,945</b>	Total Annual Expenditures related to the Cemetery.

Dept: 301.000 POLICE

706.001 SALARIES-FULL TIME	507,208	486,903	571,794	571,794	571,794	<b>623,460</b>	Salaries for entire full-time police force staff. This amount is increased for FY 21/22 to include costs of one additional police officer dedicated to patrolling the downtown at a salary of \$46,668 as per the Union contract. Also includes the following, as per proposed new contract: 3% across the board raises, paid FTO (field training officer), \$200 annual boot allowance, \$500 each hazard pay bonus, and \$500 each bonus for proof of vaccination.
706.002 SALARIES - OVERTIME	15,705	26,799	16,000	16,000	34,000	<b>18,000</b>	Expenditures on over-time for police, including overtime for one additional officer in FY 21/22.
706.005 SALARIES-PART TIME	45,264	36,793	26,000	26,000	40,000	<b>38,000</b>	Part-time wage expenditures for police officers.
706.006 SALARIES-PART TIME/CODE ENFORC	28,490	11,457	32,000	32,000	14,000	<b>32,000</b>	Expenses for part-time code enforcement officers.
715.000 FRINGE BENEFITS	269,410	252,945	322,898	322,898	322,898	<b>331,955</b>	Annual costs for the fringe benefits for employees of the City Police Department.
728.000 OFFICE SUPPLIES	1,773	2,688	2,200	2,200	2,900	<b>3,200</b>	Office supply expenditures for the police department.
751.000 GAS AND OIL	15,094	11,833	22,000	22,000	15,000	<b>18,000</b>	Gas and oil expenses for the PD.
756.000 MISCELLANEOUS SUPPLIES	1,543	1,535	1,800	1,800	1,800	<b>1,800</b>	Miscellaneous supplies purchased throughout the year for use by the PD.
767.000 UNIFORMS - PART-TIME	-	181	600	600	600	<b>600</b>	Expenditures for uniforms for part-time officers.
768.000 UNIFORMS	980	1,719	2,000	2,000	2,000	<b>2,000</b>	Expenditures for uniforms for full-time officers.
769.000 UNIFORM CLEANING	1,067	261	1,500	1,500	500	<b>1,500</b>	Uniform cleaning expenditures for police officers.
818.000 CONTRACTUAL	17,151	11,948	22,000	22,000	14,000	<b>15,000</b>	Contractual service expenditures related to the police department.
818.002 RESERVE TRAINING	500	200	500	500	500	<b>500</b>	Expenses for reserve training for the PD.
818.003 RESERVE EQUIPMENT	310	295	1,000	1,000	1,000	<b>1,000</b>	Expenses for equipment for the PD reserves.
826.000 LEGAL FEES	3,250	3,004	5,000	5,000	5,000	<b>7,300</b>	Legal fees expended by the PD.
851.000 RADIO MAINTENANCE	3,747	8,832	9,500	9,500	9,500	<b>9,500</b>	Radio maintenance fees for the PD.
853.000 TELEPHONE, INTERNET, CABLE	3,931	3,373	10,000	10,000	5,000	<b>10,000</b>	Telephone, internet, and cable expenses incurred by the PD.
864.000 CONFERENCES AND WORKSHOP	-	350	1,500	1,500	500	<b>1,500</b>	Expenses related to sending police staff to conferences and trainings.
873.000 TRAVEL & CAR ALLOWANCE	8	-	800	800	200	<b>800</b>	Travel expenses for sending police staff to conferences, trainings, and other locations.
886.000 COMMUNITY POLICING	1,504	934	2,500	2,500	2,500	<b>2,500</b>	Expenses related to community policing efforts.
912.000 FIRE & LIABILITY INSURANCE	13,332	6,313	22,813	22,813	22,813	<b>22,813</b>	Fire and liability insurance premiums for the PD.
915.000 TARGET RANGE & SUPPLIES	3,866	5,085	5,200	5,200	5,200	<b>5,200</b>	Costs for the supplies for and use of the target range by the PD.
921.000 UTILITIES	19,878	16,803	18,000	18,000	18,000	<b>18,000</b>	Utility expenses incurred by the PD.
931.000 MAINTENANCE-BUILDINGS	5,148	4,874	4,500	4,500	5,500	<b>5,500</b>	Building maintenance for the PD.
933.000 MAINTENANCE - EQUIPMENT	974	636	1,000	1,000	1,000	<b>1,000</b>	Equipment maintenance costs for the PD.
934.000 MAINT. - OFFICE EQUIPMENT	1,438	2,229	2,500	2,500	2,500	<b>2,500</b>	Maintenance costs for PD office equipment.
939.000 MAINTENANCE - VEHICLE	12,968	11,479	15,000	15,000	15,000	<b>15,000</b>	Vehicle maintenance costs for police vehicles.
957.000 BOOKS AND MAGAZINES	-	-	400	400	400	<b>400</b>	Expenditures on books and magazines for the PD.
960.000 EDUCATION AND TRAINING	1,594	1,390	2,500	2,500	2,500	<b>2,500</b>	Education and training expenses for the PD.
961.000 MEDICAL EXAMS	545	503	600	600	600	<b>600</b>	Medical exams for PD staff.
962.000 MISCELLANEOUS	1,968	2,439	2,500	2,500	2,750	<b>2,750</b>	Miscellaneous expenditures throughout the year by the PD.
962.003 D.A.R.E PROGRAM	377	1,403	1,500	1,500	1,500	<b>1,500</b>	DARE program expenditures.
967.000 TRANSFER-BUILDING RESERVE	4,000	-	4,000	4,000	4,000	<b>4,000</b>	Annual transfer for the building reserve for future building expenses.
969.000 TRANSFER-EQUIPMENT RESERVE	3,000	-	3,000	3,000	3,000	<b>3,000</b>	Annual transfer to the Equipment Reserve for future equipment purchases.
970.001 CAPITAL OUTLAY	23,398	-	-	-	-	<b>-</b>	Capital Outlay for the PD.
970.003 CAPITAL LEASE PAYMENTS	24,456	12,991	12,088	12,088	14,500	<b>12,088</b>	Capital lease payments for the PD.

Dept: 315.000 CROSSING GUARDS

706.001 SALARIES-FULL TIME	21,627	23,954	34,303	34,303	34,500	<b>36,660</b>	Wages for crossing guards.
715.000 FRINGE BENEFITS	1,669	1,845	4,058	4,058	2,600	<b>4,250</b>	Fringe benefit costs for crossing guards.
756.000 MISCELLANEOUS SUPPLIES	-	-	500	500	500	<b>500</b>	Miscellaneous supply costs for crossing guards.
<b>CROSSING GUARDS</b>	<b>23,296</b>	<b>25,799</b>	<b>38,861</b>	<b>38,861</b>	<b>37,600</b>	<b>41,410</b>	Total annual expenditures for crossing guards.

Dept: 336.000 FIRE DEPARTMENT

706.003 SALARIES-VOLUNTEER FIREMEN	33,264	42,804	41,000	41,000	45,500	<b>46,000</b>	Wages for vounteer firefighters.
715.000 FRINGE BENEFITS	3,150	3,980	5,000	5,000	5,000	<b>5,000</b>	Fringe benefit expenditures for FD.
728.000 OFFICE SUPPLIES	1,235	208	1,000	1,000	500	<b>1,000</b>	Office supply expenses for FD.
751.000 GAS AND OIL	1,040	235	3,000	3,000	500	<b>2,000</b>	Gas and oil expenses for FD.
756.000 MISCELLANEOUS SUPPLIES	961	914	2,000	2,000	1,000	<b>2,000</b>	Miscellaneous supply expenditures for FD.
768.000 UNIFORMS	561	767	2,500	2,500	1,000	<b>2,000</b>	Inform expenses for FD.
818.000 CONTRACTUAL	104	-	-	-	100	<b>100</b>	Contractual services expenditures for FD.
831.000 MEMBERSHIP AND DUES	125	2,440	250	250	2,650	<b>2,700</b>	Membership and dues expenses for FD.
851.000 RADIO MAINTENANCE	2,973	1,635	6,000	6,000	2,000	<b>6,000</b>	Radio maintenance expenses for FD.
851.001 EQUIPMENT TESTING	5,249	6,037	7,000	7,000	7,000	<b>7,000</b>	Equipment testing expenses for FD.
853.000 TELEPHONE, INTERNET, CABLE	2,981	201	1,200	1,200	500	<b>1,200</b>	Telephone, internet, and cable expenditures for FD.
864.000 CONFERENCES AND WORKSHOP	305	305	500	500	500	<b>500</b>	Conference and workshop attendance expenses for FD.
912.000 FIRE & LIABILITY INSURANCE	3,870	3,545	4,120	4,120	4,120	<b>4,120</b>	Fire and liability insurance premiums for FD.
921.000 UTILITIES	8,882	8,306	7,000	7,000	9,000	<b>7,800</b>	Utility costs for FD.
931.000 MAINTENANCE-BUILDINGS	1,838	1,405	2,000	2,000	2,000	<b>2,000</b>	Building maintenance expenditures for FD.
933.000 MAINTENANCE - EQUIPMENT	1,020	400	500	500	500	<b>500</b>	Equipment maintenance expenditures for FD.
934.000 MAINT. - OFFICE EQUIPMENT	632	142	500	500	500	<b>500</b>	Office equipment expenditures for FD.
939.000 MAINTENANCE - VEHICLE	5,183	2,056	9,000	9,000	3,500	<b>9,000</b>	Vehicle maintenance expenditures for FD.
957.000 BOOKS AND MAGAZINES	105	22	200	200	200	<b>200</b>	Book and magazine expenditures for FD.
960.000 EDUCATION AND TRAINING	710	1,611	4,000	4,000	1,700	<b>4,000</b>	Education and training expenditures for FD.
961.000 MEDICAL EXAMS	910	574	1,000	1,000	600	<b>1,000</b>	Medical exam costs for FD staff.
962.000 MISCELLANEOUS	542	23	700	700	700	<b>700</b>	Miscellaneous expenditures throughout the year by the FD.
967.000 TRANSFER-BUILDING RESERVE	2,000	-	2,000	2,000	2,000	<b>2,000</b>	Annual transfer to the Building Reserve on behalf of the FD for future projects.
969.000 TRANSFER-EQUIPMENT RESERVE	4,000	-	4,000	4,000	4,000	<b>4,000</b>	Transfer to the Equipment Reserve on behalf of the FD.
970.001 CAPITAL OUTLAY	38,285	-	-	-	-	<b>-</b>	FD Capital Outlay.
<b>FIRE DEPARTMENT</b>	<b>119,924</b>	<b>77,662</b>	<b>104,470</b>	<b>104,470</b>	<b>95,070</b>	<b>111,320</b>	Total annual expenditures for the Buchanan Fire Department.

Dept: 371.001 BUILDING INSPECTOR

706.001 SALARIES-FULL TIME	299	(299)	-	-	-	<b>-</b>	Pay for full-time building inspector (we currently do not have a full-time building inspector, just a part-time inspector, Guy Lewis). Reversed accrual
706.005 SALARIES-PART TIME	27,614	27,379	31,467	31,467	31,467	<b>37,760</b>	Pay for part-time building inspector, which includes an increase in hours for FY 21/22.
715.000 FRINGE BENEFITS	2,306	2,163	2,730	2,730	2,730	<b>3,230</b>	Fringe benefits for building inspector.
728.000 OFFICE SUPPLIES	530	154	300	300	300	<b>300</b>	Office supplies for use by building inspector.
730.000 POSTAGE	-	-	300	300	300	<b>300</b>	Postage used by building inspector.
818.000 CONTRACTUAL	-	50	-	-	100	<b>25,000</b>	Contractual service expenditures related to the office of the building inspector. For FY 21/22 this is to include independent contractor position(s) for a new rental inspection program, of which \$11,000 is budgeted under City Manager budget, as the new program is an initiative of the city manager.
826.000 LEGAL FEES	-	-	500	500	500	<b>500</b>	Legal fees incurred by the office of the Building Inspector.
831.000 MEMBERSHIP AND DUES	180	190	200	200	200	<b>200</b>	Memberships and dues for the Building Inspector and/or Rental Inspector(s).
853.000 TELEPHONE, INTERNET, CABLE	450	326	700	700	700	<b>700</b>	Telephone, internet, and cable expenditures for the office of the building inspector.
864.000 CONFERENCES AND WORKSHOP	462	763	1,000	1,000	1,000	<b>1,000</b>	Expenses related to conferences and workshops for the building inspector and/or rental inspector(s).
914.000 MARIHUANA	9,492	17,674	10,000	10,000	22,000	<b>10,000</b>	Marihuana inspection expenditures by the building inspector.
921.000 UTILITIES	2,628	1,804	1,500	1,500	2,200	<b>2,200</b>	Utility expenses incurred by the office of the building inspector.
934.000 MAINT. - OFFICE EQUIPMENT	-	650	250	250	850	<b>700</b>	Maintenance of office equipment expenses incurred by the office of the building inspector.
957.000 BOOKS AND MAGAZINES	(475)	313	500	500	500	<b>500</b>	Book and magazine expenditures by the office of the building inspector.
<b>BUILDING INSPECTOR</b>	<b>43,485</b>	<b>51,167</b>	<b>49,447</b>	<b>49,447</b>	<b>62,847</b>	<b>82,390</b>	Total annual expenditures by the Office of the Building Inspector.

Dept: 441.000 DEPARTMENT OF PUBLIC WORKS

706.001 SALARIES-FULL TIME	50,621	60,275	45,943	45,943	71,500	<b>68,290</b>	Full-time public works wage expenditures, calculated as 0.08 for public safety director and 0.40 for other public works equipment operators. Pro-rated in this fashion as remaining costs are spread throughout other areas of the budget where DPW performs work, such as Major and Local Streets, etc.
706.002 SALARIES - OVERTIME	3,331	4,691	6,000	6,000	7,000	<b>6,180</b>	Overtime wages for DPW, prorated.
706.004 SALARIES - TEMPORARY	-	3,835	-	-	4,000	<b>-</b>	Need more detail - has to be an error in reporting
715.000 FRINGE BENEFITS	22,167	19,758	22,610	22,610	26,000	<b>23,288</b>	Fringe benefits for DPW, prorated.
751.000 GAS AND OIL	18,790	9,214	24,000	24,000	12,000	<b>19,000</b>	Gas and oil costs for DPW.
756.000 MISCELLANEOUS SUPPLIES	4,893	5,688	4,000	4,000	6,900	<b>6,000</b>	Miscellaneous supplies for DPW.
768.000 UNIFORMS	2,173	1,979	3,000	3,000	2,500	<b>2,700</b>	Uniform expenses for DPW.
818.000 CONTRACTUAL	-	206	-	-	5,000	<b>15,000</b>	Contractual services expenditures for DPW.
853.000 TELEPHONE, INTERNET, CABLE	1,105	2,308	3,500	3,500	3,000	<b>3,200</b>	Telephone, internet, and cable expenditures for DPW.
864.000 CONFERENCES AND WORKSHOP	399	137	1,500	1,500	250	<b>1,545</b>	Conferences and workshop expenditures for DPW.
912.000 FIRE & LIABILITY INSURANCE	11,312	11,965	12,799	12,799	12,799	<b>13,183</b>	Fire & Liability premium insurance expenditures for DPW.
921.000 UTILITIES	32,575	35,486	25,000	25,000	37,500	<b>34,000</b>	Utility expenditures for DPW facility.
926.000 STREET LIGHTING	36,835	31,129	50,000	50,000	38,000	<b>48,000</b>	Street lighting expenditures.
931.000 MAINTENANCE-BUILDINGS	2,974	7,248	6,000	6,000	7,800	<b>15,000</b>	Building maintenance expenditures for DPW.
932.000 MAINTENANCE-GROUNDS	3,784	1,228	5,000	5,000	3,000	<b>5,150</b>	Grounds maintenance expenditures for DPW.
933.000 MAINTENANCE - EQUIPMENT	38,289	27,152	22,000	22,000	28,000	<b>30,000</b>	Equipment maintenance expenditures for DPW.
939.000 MAINTENANCE - VEHICLE	13,041	20,507	19,000	19,000	24,500	<b>26,000</b>	Vehicle maintenance expenditures for DPW.
940.000 NEW DPW BUILDING	185	-	-	-	10,000	<b>25,000</b>	Set aside for new DPW building.
952.000 STORMWATER PHASE II	3,836	5,672	10,000	10,000	6,500	<b>10,300</b>	Stormwater Phase II expenditures.
961.000 MEDICAL EXAMS	1,415	2,078	3,500	3,500	2,100	<b>3,605</b>	Medical exam costs for DPW workers.
962.000 MISCELLANEOUS	-	238	-	-	1,000	<b>3,000</b>	Miscellaneous expenditures throughout the year for DPW.
963.004 INTEREST-NOTES PAYABLE	4,060	-	3,603	3,603	3,603	<b>3,711</b>	Interest on annual loan payment to Oakridge Cemetery.
969.000 TRANSFER-EQUIPMENT RESERVE	6,000	-	9,600	9,600	9,600	<b>9,888</b>	\$6,000 annual transfer to Equipment Reserve.

970.000 TRANSFER-CAPITAL RESERVE	67,000	8,000	67,000	67,000	25,000	<b>25,000</b>	Annual capital reserve transfer.
970.001 CAPITAL OUTLAY	20,511	14,370	15,400	15,400	-	<b>52,500</b>	DPW Capital Outlay.
DEPARTMENT OF PUBLIC WORKS	345,292	273,166	359,455	359,455	347,552	<b>449,540</b>	Total annual expenditures for Buchanan Department of Public Works.

Item XIV. A.

Dept: 756.000 BUCHANAN AREA RECREATION BOARD

706.004 SALARIES-TEMPORARY	-	98	9,500	9,500	100	<b>9,500</b>	Pay for temporary part-time seasonal workers to assist in maintaining City parks and McCoy's Creek
715.000 FRINGE BENEFITS	-	-	1,000	1,000	20	<b>1,000</b>	Fringe benefit expenditures for part-time seasonal workers assisting in maintaining City parks and
756.000 MISCELLANEOUS SUPPLIES	487	-	600	600	600	<b>600</b>	Expenditures on miscellaneous supplies by BARB.
818.000 CONTRACTUAL	3,009	7,061	3,064	3,064	75,000	<b>60,000</b>	Contractual service expenditures related to BARB. Large increase
864.000 CONFERENCES AND WORKSHOP	-	-	400	400	500	<b>500</b>	Conference and workshop expenditures related to BARB.
962.000 MISCELLANEOUS	118	110	600	600	500	<b>5,000</b>	Miscellaneous expenses related to BARB.
BUCHANAN AREA RECREATION BOARD	3,614	7,269	15,164	15,164	76,720	<b>76,600</b>	Total annual expenditure for the Buchanan Area Recreation Board.

Dept: 864.000 MISCELLANEOUS COSTS/TRANSFERS

912.001 INSURANCE SETTLEMENTS	12	462	1,000	1,000	500	<b>1,000</b>	Contingency for insurance settlements to cover the deductible portion \$1,000 per claim of the City's
965.016 DELINQUENT TAXES	978	-	6,000	6,000	6,000	<b>6,000</b>	Contingency for delinquent real property taxes to cover an annual payment made to the Berrien
965.021 RETIREES INSURANCE	10,310	6,532	8,500	8,500	8,500	<b>8,500</b>	Employees who left the City prior to July 1, 1988 are provided with City paid health insurance
MISCELLANEOUS COSTS/TRANSFERS	11,300	6,993	15,500	15,500	15,000	<b>15,500</b>	Total annual miscellaneous costs/transfer budget expenditures.

Expenditures 2,310,837    2,169,880    2,479,768    2,479,768    2,942,754    **3,794,668**

Net Effect for GENERAL 109,961    579,036    18,037    18,037    239,929    **214,619**

<b>Fund Balance Information</b>	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	Total
	Nondspendable	Restricted	Committed	Assigned	Unassigned	Fund Balance	
	185,945	-	-	46,703	1,792,198	2,264,775	
<b>Fund Balance Information</b>	2021 Amended	6/30/2021	6/30/2021				
	Budgeted Change	Estimated Total	Estimated Total				
	in Fund Balance	Fund Balance	Unassigned				
	239,929	2,479,394	2,246,746				

**Fund: 103 - CAPITAL PROJECTS**

	<b>PRIOR YEAR ANNUAL ACTUAL</b>	<b>CURRENT YEAR YTD ACTUAL</b>	<b>CURRENT YEAR ORIGINAL ANNUAL BUDGET</b>	<b>CURRENT YEAR (CY) AMENDED ANNUAL BUDGET</b>	<b>2020/2021 CY REQUESTS FOR AMENDMENTS</b>	<b>2021/2022 FY BUDGET REQUEST</b>
Revenues						
Dept: 000.000						
401.002 TRANSFER FROM GENERAL FUND	5,000	0	0	0	450,000	<b>250,000</b>
401.007 TRANSFER FROM POLICE DEPT.	7,000	0	0	0	2,000	<b>2,000</b>
401.008 TRANSFER FROM CEMETERY	5,500	0	0	0	1,000	<b>1,000</b>
401.009 TRANSFER FROM FIRE DEPT.	79,000	0	0	0	1,000	<b>1,000</b>
401.022 TRANSFER FROM ELECTIONS	1,000	0	0	0	2,000	<b>2,000</b>
401.024 TRANSFER FROM CITY CLERK	750	0	0	0	1,000	<b>1,000</b>
401.032 CITY CIRCLE TRAILWAY	8,196	8,397	0	0	8,196	<b>8,196</b>
401.047 FIRE TRUCK REFURBISH .50 MILLS	45,017	0	0	0	0	<b>0</b>
401.075 PARK & REC DONATIONS	24,029	0	0	1,000	0	<b>120,000</b>
402.038 ROSS SANDERS LEASE PAYMENTS	5,760	3,844	0	0	4,500	<b>0</b>
402.039 GUYS AND DOLLS RENT PAYMENTS	5,400	3,604	0	0	5,400	<b>5,400</b>
665.000 INTEREST EARNED - INVESTMENTS	16,939	2	0	0	12,000	<b>10,000</b>
Revenues	<b>97,144</b>	<b>15,847</b>	<b>0</b>	<b>1,000</b>	<b>487,096</b>	<b>400,596</b>
Expenditures						
Dept: 000.000						
970.006 DEPT. OF PUBLIC WORKS EXPENSES	33,055	0	0	0	2,500	<b>750,000</b>
970.016 POLICE DEPARTMENT EXPENDITURES	843	2,241	0	0	2,500	<b>1,500</b>
970.018 CITY CLERK-CODIFICATION	1,500	0	0	0	0	<b>10,000</b>
970.022 TREASURER AUDIT & EQUIPMENT	0	4,960	0	0	0	<b>0</b>
970.023 OLD CITY HALL IMPROVEMENTS	2,913	0	0	0	0	<b>55,000</b>
970.031 TRAIL GRANT EXPENDITURES	3,242	1,210	0	0	1,500	<b>67,300</b>
970.039 CEMETERY EQUIPMENT	24,000	0	0	0	0	<b>8,000</b>
970.042 PEAR'S MILL EXPENSES	2,024	0	0	0	2,000	<b>5,000</b>
970.048 ROSS SANDER'S BUILDING	1,607	0	0	0	750	<b>2,500</b>
981.000 CITY CLERK - COMPUTER	303	0	0	0	1,000	<b>0</b>
Expenditures	<b>69,487</b>	<b>8,410</b>	<b>0</b>	<b>0</b>	<b>10,250</b>	<b>899,300</b>
Net Effect for CAPITAL PROJECTS	<b>134,103</b>	<b>7,437</b>	<b>0</b>	<b>0</b>	<b>476,846</b>	<b>-498,704</b>

Fund Balance Information

<b>6/30/2020 Nonspendable</b>	<b>6/30/2020 Restricted</b>	<b>6/30/2020 Committed</b>	<b>6/30/2020 Assigned</b>	<b>6/30/2020 Unassigned</b>	<b>6/30/2020 Total Fund Balance</b>
-	-	-	1,088,767	-	1,565,613

Fund Balance Information

<b>2021 Amended Budgeted Change in Fund Balance</b>	<b>6/30/2021 Estimated Total Fund Balance</b>	<b>6/30/2021 Estimated Total Unassigned</b>

- 1,066,909 -



103. C

Expenditures Acct. Number	Description
103-000.000-970.004	Fire Department Expenses
103-000.000-970.004	Fire Department Expenses
103-000.000-970.006	Dept. of Public Works Expenses
103-000.000-970.006	Dept. of Public Works Expenses
103-000.000-970.007	Park & Recreation Expenses
103-000.000-970.007	Park & Recreation Expenses
103-000.000-970.011	City Hall Computer Expenses
103-000.000-970.016	Police Department Expenditures
103-000.000-970.016	Police Department Expenditures
103-000.000-970.017	City Manager Legal Expenses
103-000.000-970.018	City Clerk- Codification
103-000.000-970.020	DDA Incentive Expenses
103-000.000-970.022	Treasurer Audit & Equipment
103-000.000-970.023	Old City Hall Improvements
103-000.000-970.031	Trail Grant Expenditures
103-000.000-970.038	City Hall Improvements
103-000.000-970.039	Cemetery Equipment
103-000.000-970.045	Art Center Escrow
103-000.000-970.046	DDA Special Projects
103-000.000-970.046	DDA Special Projects
103-000.000-970.046	DDA Special Projects
103-000.000-970.046	DDA Special Projects
103-000.000-970.046	DDA Special Projects
103-000.000-970.047	Tax Chargebacks
103-000.000-974.000	Zoning Expenditures
103-000.000-981.000	City Clerk - Computer
103-000.000-983.000	Assessor - Equipment

## Capital Projects

Reserve/Balances Acct. Number	Description
103-000.000-390.001	Fire Department Equipment
103-000.000-390.025	Fire Dep. - Building Reserve
103-000.000-390.008	DPW Truck Reserve
103-000.000-390.026	DPW - Building Reserve
103-000.000-390.012	Park & Recreation
103-000.000-390.051	Kathryn Park Upgrades
103-000.000-390.029	Public Broadcasting - Channel 12
103-000.000-390.036	Police Equipment
103-000.000-390.068	Police Building
103-000.000-390.032	City Manager Legal Expenses
103-000.000-390.011	City Clerk - Ordinances
103-000.000-390.003	DDA Incentive Program (B2B)
103-000.000-390.033	Treasurer - Audit & Office Equip.
103-000.000-390.013	Old City Hall Improvemnts
103-000.000-390.035	City Circle Trailway
103-000.000-390.018	City Hall Improvements
103-000.000-390.030	Cemetery - Equipment
103-000.000-390.050	Art Center Lease Payments
103-000.000-390.037	Mill Alley Restoration
103-000.000-390.038	UP/DT Streetscape Expansion
103-000.000-390.052	DDA - Buchanan Common
103-000.000-390.053	DDA - Pears Mill
103-000.000-390.056	DDA - County Loan
103-000.000-390.019	Delinq. Taxes / County Chargeback
103-000.000-390.021	Building Inspector - Equipment
103-000.000-390.024	City Clerk - Equipment
103-000.000-390.023	Assessor - Equipment

Fund: 107 - DOWNTOWN DEVELOPMENT FUND

	PRIOR YEAR ANNUAL ACTUAL	CURRENT YEAR YTD ACTUAL	CURRENT YEAR ORIGINAL ANNUAL BUDGET	CURRENT YEAR (CY) AMENDED ANNUAL BUDGET	2020/2021 CY REQUESTS FOR AMENDMENTS	2021/2022 FY BUDGET REQUEST
Revenues						
Dept: 000.000						
400.002 FUND BALANCE TRANSFER	0	0	0	0	0	0
440.000 REVENUE - TAXES	55,522	0	0	0	0	0
440.018 INTEREST - APRYLL FREEMAN	219	61	0	0	70	0
440.020 INTEREST-CAMERON DOWNEY	334	258	0	0	240	0
440.021 INTEREST-BUCH EQUITY	352	277	0	0	300	0
442.000 FARMERS' MARKET REVENUE	2,545	3,987	0	0	4,000	0
443.000 LAST SATURDAY ON THE COMMON	1,000	0	0	0	0	0
638.000 A/R PRINCIPAL PAYMENTS	7,778	0	0	0	0	0
649.000 LOCAL CONTRIBUTIONS	0	0	0	0	0	0
665.000 INTEREST EARNED - INVESTMENTS	2,419	1	0	0	10	0
689.000 APPLICATION FEES	0	0	0	0	0	0
691.000 MISCELLANEOUS REVENUE/DONATION	0	0	0	0	0	0
Revenues	70,168	4,582	0	0	4,620	0
Expenditures						
Dept: 000.000						
921.000 UTILITIES	0	48	0	0	50	0
Dept: 000.000	0	48	0	0	50	0
Dept: 435.000 FARMERS' MARKET						
707.000 MARKET MASTER FEES	2,366	2,204	0	0	2,500	0
756.000 MISCELLANEOUS SUPPLIES	247	0	0	0	0	0
760.000 PROMOTIONS & ADVERTISING	1,702	538	0	0	550	0
762.000 WEBSITE	119	90	0	0	100	0
853.000 TELEPHONE, INTERNET, CABLE	111	111	0	0	125	0
864.000 CONFERENCES AND WORKSHOP	0	0	0	0	0	0
945.000 MEMBERSHIP & DUES	0	137	0	0	150	0
FARMERS' MARKET	4,544	3,079	0	0	3,425	0
Dept: 450.000 DOWNTOWN ENHANCEMENT/PLANNING						
720.000 DOWNTOWN BEAUTIFICATION	4,116	0	0	0	0	0
756.014 MISCELLANEOUS	200	0	0	0	0	0
761.000 DOWNTOWN PROMOTION	1,320	1,320	0	0	1,350	0
762.000 WEBSITE	0	0	0	0	0	0
826.000 LEGAL FEES	1,890	938	0	0	950	0
852.000 FESTIVALS & EVENTS	0	300	0	0	300	0
852.001 LAST SATURDAY ON THE COMMON	5,167	1,245	0	0	1,250	0
852.003 WHITE SATURDAY	500	130	0	0	150	0

854.000 BUILDING IMPROVEMENT PROGRAMS	0	0	0	0	0	0
867.000 PEAR'S MILL PROGRAMMING	0	0	0	0	0	0
980.000 SPECIAL PROJECTS	0	0	0	0	0	0
980.001 TRANSFER-MILL ALLEY RESTORATIO	0	0	0	0	0	0
980.002 TRANSFER-STREETSCAPE EXPANSION	0	0	0	0	0	0
DOWNTOWN ENHANCEMENT/PLANNING	13,194	3,933	0	0	4,000	0
Dept: 482.000 ADMIN. & RECORD KEEPING						
706.001 SALARIES-FULL TIME	0	0	0	0	0	0
728.000 OFFICE SUPPLIES	0	0	0	0	0	0
730.000 POSTAGE	0	0	0	0	0	0
756.014 MISCELLANEOUS	0	0	0	0	0	0
807.000 AUDIT	1,000	0	0	0	0	0
934.000 MAINT. - OFFICE EQUIPMENT	768	625	0	0	625	0
945.000 MEMBERSHIP & DUES	0	0	0	0	0	0
970.000 TRANSFER-CAPITAL RESERVE	0	0	0	0	0	0
ADMIN. & RECORD KEEPING	1,768	625	0	0	625	0
Expenditures	19,505	7,685	0	0	8,050	0
Net Effect for DOWNTOWN DEVELOPMENT FUND	50,663	-3,103	0	0	-3,430	0

6/30/2020 Nonspendable

6/30/2020 Restricted	6/30/2020 Committed	6/30/2020 Assigned	6/30/2020 Unassigned	6/30/2020 Total Fund Balance
-	-	-	-	164,653

2021 Amended Budgeted Change in Fund Balance

6/30/2021 Estimated Total Fund Balance	6/30/2021 Estimated Total Unassigned
164,653	-

Fund: 109 - BROWNFIELD AUTHORITY

	PRIOR YEAR ANNUAL ACTUAL	CURRENT YEAR YTD ACTUAL	CURRENT YEAR ORIGINAL ANNUAL BUDGET	CURRENT YEAR (CY) AMENDED ANNUAL BUDGET	2020/2021 CY REQUESTS FOR AMENDMENTS	2021/2022 FY BUDGET REQUEST
Revenues						
Dept: 000.000						
665.000 INTEREST EARNED - INVESTMENTS	1,535	1	300	300	50	<b>300</b>
Dept: 000.000	1,535	1	300	300	50	<b>300</b>
Dept: 109.000 THIRD STREET						
402.000 REAL PROPERTY TAXES	23,032	22,184	23,032	23,032	23,032	<b>23,032</b>
THIRD STREET	23,032	22,184	23,032	23,032	23,032	<b>23,032</b>
Dept: 110.000 RIVER STREET						
440.000 REVENUE - TAXES	444	5,949	444	444	444	<b>444</b>
RIVER STREET	444	5,949	444	444	444	<b>444</b>
Dept: 111.000 SMITH STREET						
440.000 REVENUE - TAXES	5,783	0	5,782	5,782	5,782	<b>5,782</b>
SMITH STREET	5,783	0	5,782	5,782	5,782	<b>5,782</b>
Revenues	30,794	28,133	29,558	29,558	29,308	<b>29,558</b>
Expenditures						
Dept: 109.000 THIRD STREET						
700.003 EXPENDITURES	0	0	23,332	23,332	0	<b>23,332</b>
THIRD STREET	0	0	23,332	23,332	0	<b>23,332</b>
Dept: 110.000 RIVER STREET						
700.003 EXPENDITURES	0	0	444	444	0	<b>444</b>
RIVER STREET	0	0	444	444	0	<b>444</b>
Dept: 111.000 SMITH STREET						
700.003 EXPENDITURES	0	0	5,782	5,782	0	<b>5,782</b>
SMITH STREET	0	0	5,782	5,782	0	<b>5,782</b>
Expenditures	0	0	29,558	29,558	0	<b>29,558</b>
Net Effect for BROWNFIELD AUTHORITY	30,794	28,133	0	0	29,308	<b>0</b>

6/30/2020 Nonspendable

6/30/2020 Restricted	6/30/2020 Committed	6/30/2020 Assigned	6/30/2020 Unassigned	6/30/2020 Total Fund Balance
-	-	-	-	29,308

<b>2021 Amended Budgeted Change in Fund Balance</b>	<b>6/30/2021 Estimated Total Fund Balance</b>	<b>6/30/2021 Estimated Total Unassigned</b>
-	29,308	-

Fund: 202 - MAJOR STREETS

	PRIOR YEAR ANNUAL ACTUAL	CURRENT YEAR YTD ACTUAL	CURRENT YEAR ORIGINAL ANNUAL BUDGET	CURRENT YEAR (CY) AMENDED ANNUAL BUDGET	2020/2021 CY REQUESTS FOR AMENDMENTS	2021/2022 FY BUDGET REQUEST
Revenues						
Dept: 000.000						
400.001 GAS & WEIGHT TAX	431,443	402,266	498,577	498,577	498,577	<b>498,577</b>
413.000 OTHER STATE GRANTS	0	55,654	31,526	31,526	57,000	<b>31,526</b>
665.000 INTEREST EARNED - INVESTMENTS	6,273	5	3,000	3,000	3,000	<b>3,000</b>
Revenues	<u>437,716</u>	<u>457,924</u>	<u>533,103</u>	<u>533,103</u>	<u>558,577</u>	<u><b>533,103</b></u>
Expenditures						
Dept: 463.000 ROUTINE STREET MAINTENANCE						
706.001 SALARIES-FULL TIME	33,105	25,372	63,639	63,639	32,000	<b>63,639</b>
706.002 SALARIES - OVERTIME	2,792	3,003	5,000	5,000	4,000	<b>5,000</b>
715.000 FRINGE BENEFITS	18,443	15,055	32,703	32,703	18,500	<b>32,703</b>
756.000 MISCELLANEOUS SUPPLIES	1,792	884	1,500	1,500	1,500	<b>1,500</b>
782.000 ROAD MAIN. MATERIAL & SUPPLIES	5,712	15,659	16,000	16,000	17,500	<b>16,000</b>
808.000 STREET MAINTENANCE/RESURFACING	25,583	135,346	86,242	86,242	140,000	<b>86,242</b>
818.000 CONTRACTUAL	25,391	6,314	38,000	38,000	14,000	<b>38,000</b>
835.000 SIDEWALK REPLACEMENT	1,100	2,070	5,000	5,000	2,200	<b>5,000</b>
ROUTINE STREET MAINTENANCE	<u>113,917</u>	<u>203,703</u>	<u>248,084</u>	<u>248,084</u>	<u>229,700</u>	<u><b>248,084</b></u>
Dept: 468.000 TREE & SHRUB MAINTENANCE						
706.001 SALARIES-FULL TIME	12,754	21,907	30,947	30,947	25,000	<b>30,947</b>
706.002 SALARIES - OVERTIME	1,934	1,920	2,250	2,250	2,250	<b>2,250</b>
706.004 SALARIES-TEMPORARY	22,285	4,566	25,000	25,000	5,500	<b>25,000</b>
715.000 FRINGE BENEFITS	7,422	6,553	13,843	13,843	7,500	<b>13,843</b>
756.000 MISCELLANEOUS SUPPLIES	783	0	2,000	2,000	500	<b>2,000</b>
818.000 CONTRACTUAL	2,590	469	4,500	4,500	600	<b>4,500</b>
836.000 TREE REMOVAL/REPLACEMENT	1,425	3,020	10,000	10,000	3,200	<b>10,000</b>
TREE & SHRUB MAINTENANCE	<u>49,193</u>	<u>38,435</u>	<u>88,540</u>	<u>88,540</u>	<u>44,550</u>	<u><b>88,540</b></u>
Dept: 469.000 DRAINAGE						
706.001 SALARIES-FULL TIME	11,024	7,091	17,995	17,995	8,200	<b>17,995</b>
706.002 SALARIES - OVERTIME	983	838	3,000	3,000	1,200	<b>3,000</b>
715.000 FRINGE BENEFITS	6,322	4,966	11,361	11,361	6,000	<b>11,361</b>
756.000 MISCELLANEOUS SUPPLIES	2,236	590	1,000	1,000	1,000	<b>1,000</b>
DRAINAGE	<u>20,566</u>	<u>13,486</u>	<u>33,356</u>	<u>33,356</u>	<u>16,400</u>	<u><b>33,356</b></u>
Dept: 474.000 TRAFFIC SERVICES - MAINTENANCE						
706.001 SALARIES-FULL TIME	12,148	9,863	15,914	15,914	12,000	<b>15,914</b>
706.002 SALARIES - OVERTIME	1,087	1,180	3,000	3,000	1,500	<b>3,000</b>
715.000 FRINGE BENEFITS	6,556	5,204	10,446	10,446	6,500	<b>10,446</b>

756.000 MISCELLANEOUS SUPPLIES	4,014	318	4,000	4,000	700	<b>4,000</b>
818.000 CONTRACTUAL	444	0	900	900	900	<b>900</b>
921.000 UTILITIES	1,419	1,120	2,500	2,500	1,600	<b>2,500</b>
932.000 MAINTENANCE-GROUNDS	0	0	400	400	400	<b>400</b>
962.000 MISCELLANEOUS	247	44	500	500	500	<b>500</b>
TRAFFIC SERVICES - MAINTENANCE	25,914	17,729	37,660	37,660	24,100	<b>37,660</b>
Dept: 478.000 WINTER MAINTENANCE						
706.001 SALARIES-FULL TIME	25,261	18,033	37,774	37,774	18,200	<b>37,774</b>
706.002 SALARIES - OVERTIME	1,993	2,079	8,000	8,000	2,100	<b>8,000</b>
715.000 FRINGE BENEFITS	11,233	9,382	20,063	20,063	9,400	<b>20,063</b>
756.000 MISCELLANEOUS SUPPLIES	14,946	256	20,000	20,000	300	<b>20,000</b>
WINTER MAINTENANCE	53,433	29,751	85,837	85,837	30,000	<b>85,837</b>
Dept: 482.000 ADMIN. & RECORD KEEPING						
706.001 SALARIES-FULL TIME	16,622	5,433	24,306	24,306	5,600	<b>24,306</b>
715.000 FRINGE BENEFITS	9,388	13,990	15,320	15,320	15,320	<b>15,320</b>
818.000 CONTRACTUAL	0	2,000	0	0	2,000	<b>0</b>
ADMIN. & RECORD KEEPING	26,010	21,423	39,626	39,626	22,920	<b>39,626</b>
Expenditures	289,033	324,526	533,103	533,103	367,670	<b>533,103</b>
Net Effect for MAJOR STREETS	148,683	133,398	0	0	190,907	<b>0</b>

<b>6/30/2020 Nonspendable</b>	2,155	<b>6/30/2020 Restricted</b>	558,121	<b>6/30/2020 Committed</b>	-	<b>6/30/2020 Assigned</b>	-	<b>6/30/2020 Unassigned</b>	-	<b>6/30/2020 Total Fund Balance</b>	751,183
<b>2021 Amended Budgeted Change in Fund Balance</b>	-	<b>6/30/2021 Estimated Total Fund Balance</b>	751,183	<b>6/30/2021 Estimated Total Unassigned</b>	-						



Fund: 203 - LOCAL STREETS

	PRIOR YEAR ANNUAL ACTUAL	CURRENT YEAR YTD ACTUAL	CURRENT YEAR ORIGINAL ANNUAL BUDGET	CURRENT YEAR (CY) AMENDED ANNUAL BUDGET	2020/2021 CY REQUESTS FOR AMENDMENTS	2021/2022 FY BUDGET REQUEST
Revenues						
Dept: 000.000						
400.001 GAS & WEIGHT TAX	144,574	137,775	159,681	159,681	159,681	<b>159,681</b>
413.000 OTHER STATE GRANTS	0	55,654	0	0	56,000	<b>0</b>
665.000 INTEREST EARNED - INVESTMENTS	6,628	2	4,000	4,000	4,000	<b>4,000</b>
670.010 TRANSFER FROM ST.REPAIR & MAIN	162,875	0	183,374	183,374	100,000	<b>183,374</b>
Revenues	<b>314,077</b>	<b>193,431</b>	<b>347,055</b>	<b>347,055</b>	<b>319,681</b>	<b>347,055</b>

Expenditures						
Dept: 463.000 ROUTINE STREET MAINTENANCE						
706.001 SALARIES-FULL TIME	38,711	28,780	48,190	48,190	35,000	<b>48,190</b>
706.002 SALARIES - OVERTIME	2,803	3,359	4,000	4,000	4,000	<b>4,000</b>
715.000 FRINGE BENEFITS	19,823	16,644	28,257	28,257	18,000	<b>28,257</b>
756.000 MISCELLANEOUS SUPPLIES	1,342	22	1,000	1,000	500	<b>1,000</b>
782.000 ROAD MAIN. MATERIAL & SUPPLIES	12,487	7,364	15,000	15,000	8,500	<b>15,000</b>
808.000 STREET MAINTENANCE/RESURFACING	0	76,375	0	0	80,000	<b>0</b>
818.000 CONTRACTUAL	3,393	7,626	5,000	5,000	8,000	<b>5,000</b>
835.000 SIDEWALK REPLACEMENT	1,840	0	5,000	5,000	500	<b>5,000</b>
ROUTINE STREET MAINTENANCE	<b>80,398</b>	<b>140,170</b>	<b>106,447</b>	<b>106,447</b>	<b>154,500</b>	<b>106,447</b>

Dept: 468.000 TREE & SHRUB MAINTENANCE						
706.001 SALARIES-FULL TIME	16,150	23,106	25,120	25,120	25,120	<b>25,120</b>
706.002 SALARIES - OVERTIME	2,218	2,198	3,000	3,000	3,000	<b>3,000</b>
706.004 SALARIES-TEMPORARY	22,284	5,077	27,000	27,000	7,000	<b>27,000</b>
715.000 FRINGE BENEFITS	9,618	8,100	13,634	13,634	10,000	<b>13,634</b>
756.000 MISCELLANEOUS SUPPLIES	254	0	1,500	1,500	1,500	<b>1,500</b>
818.000 CONTRACTUAL	434	8,434	5,000	5,000	9,000	<b>5,000</b>
836.000 TREE REMOVAL/REPLACEMENT	0	620	10,000	10,000	750	<b>10,000</b>
962.000 MISCELLANEOUS	0	0	250	250	250	<b>250</b>
TREE & SHRUB MAINTENANCE	<b>50,959</b>	<b>47,535</b>	<b>85,504</b>	<b>85,504</b>	<b>56,620</b>	<b>85,504</b>

Dept: 469.000 DRAINAGE						
706.001 SALARIES-FULL TIME	11,478	11,326	15,921	15,921	15,921	<b>15,921</b>
706.002 SALARIES - OVERTIME	1,087	1,401	2,000	2,000	2,000	<b>2,000</b>
715.000 FRINGE BENEFITS	5,703	4,784	9,874	9,874	7,500	<b>9,874</b>
756.000 MISCELLANEOUS SUPPLIES	2,056	3,966	2,000	2,000	4,500	<b>2,000</b>
758.000 STREET SWEEPING	0	800	1,500	1,500	1,500	<b>1,500</b>
DRAINAGE	<b>20,325</b>	<b>22,277</b>	<b>31,295</b>	<b>31,295</b>	<b>31,421</b>	<b>31,295</b>

Dept: 474.000 TRAFFIC SERVICES - MAINTENANCE

706.001 SALARIES-FULL TIME	10,372	9,997	16,717	16,717	13,000	<b>16,717</b>
706.002 SALARIES - OVERTIME	967	1,042	2,000	2,000	1,700	<b>2,000</b>
715.000 FRINGE BENEFITS	5,707	4,647	9,026	9,026	7,500	<b>9,026</b>
756.000 MISCELLANEOUS SUPPLIES	2,361	780	3,000	3,000	1,500	<b>3,000</b>
TRAFFIC SERVICES - MAINTENANCE	19,406	16,466	30,743	30,743	23,700	<b>30,743</b>
Dept: 478.000 WINTER MAINTENANCE						
706.001 SALARIES-FULL TIME	15,134	10,687	20,965	20,965	10,700	<b>20,965</b>
706.002 SALARIES - OVERTIME	1,245	1,321	8,000	8,000	1,500	<b>8,000</b>
715.000 FRINGE BENEFITS	6,761	5,770	11,475	11,475	5,800	<b>11,475</b>
756.000 MISCELLANEOUS SUPPLIES	15,400	0	11,000	11,000	100	<b>11,000</b>
WINTER MAINTENANCE	38,539	17,778	51,440	51,440	18,100	<b>51,440</b>
Dept: 482.000 ADMIN. & RECORD KEEPING						
706.001 SALARIES-FULL TIME	17,264	3,357	25,306	25,306	4,500	<b>25,306</b>
715.000 FRINGE BENEFITS	9,388	13,874	16,320	16,320	16,320	<b>16,320</b>
ADMIN. & RECORD KEEPING	26,652	17,231	41,626	41,626	20,820	<b>41,626</b>
Expenditures	236,278	261,457	347,055	347,055	305,161	<b>347,055</b>
Net Effect for LOCAL STREETS	77,799	-68,027	0	0	14,520	<b>0</b>

6/30/2020 Nonspendable	6/30/2020 Restricted	6/30/2020 Committed	6/30/2020 Assigned	6/30/2020 Unassigned	6/30/2020 Total Fund Balance
2,020	426,298	-	-	-	442,838
<b>2021 Amended Budgeted Change in Fund Balance</b>	<b>6/30/2021 Estimated Total Fund Balance</b>	<b>6/30/2021 Estimated Total Unassigned</b>			
-	442,838	-			

**Fund: 214 - STREET REPAIR & MAINTENANCE**

	<b>PRIOR YEAR ANNUAL ACTUAL</b>	<b>CURRENT YEAR YTD ACTUAL</b>	<b>CURRENT YEAR ORIGINAL ANNUAL BUDGET</b>	<b>CURRENT YEAR (CY) AMENDED ANNUAL BUDGET</b>	<b>2020/2021 CY REQUESTS FOR AMENDMENTS</b>	<b>2021/2022 FY BUDGET REQUEST</b>
Revenues						
Dept: 000.000						
402.000 REAL PROPERTY TAXES	348,269	0	345,722	345,722	0	<b>345,722</b>
437.000 INDUSTRIAL FACILITY TAX	98	0	104	104	0	<b>104</b>
665.000 INTEREST EARNED - INVESTMENTS	5,366	1	2,000	2,000	50	<b>2,000</b>
Revenues	<u>353,733</u>	<u>1</u>	<u>347,826</u>	<u>347,826</u>	<u>50</u>	<u><b>347,826</b></u>
Expenditures						
Dept: 000.000						
700.015 TRANSFER TO GENERAL	115,000	0	115,000	115,000	0	<b>115,000</b>
818.000 CONTRACTUAL	0	0	49,452	49,452	0	<b>49,452</b>
924.000 TRAFFIC SIGNAL-RIVER & REDBUD	130,575	0	0	0	0	<b>0</b>
955.000 REDBUD TRAIL NORTH PROJECT	0	2,785	0	0	4,500	<b>0</b>
965.005 TRANSFER TO LOCAL STREETS	162,875	0	183,374	183,374	0	<b>183,374</b>
Expenditures	<u>408,450</u>	<u>2,785</u>	<u>347,826</u>	<u>347,826</u>	<u>4,500</u>	<u><b>347,826</b></u>
Net Effect for STREET REPAIR & MAINTENANCE	<u>-54,716</u>	<u>-2,784</u>	<u>0</u>	<u>0</u>	<u>-4,450</u>	<u><b>0</b></u>

Fund Balance Information

<b>6/30/2020 Nonspendable</b>	<b>6/30/2020 Restricted</b>	<b>6/30/2020 Committed</b>	<b>6/30/2020 Assigned</b>	<b>6/30/2020 Unassigned</b>	<b>6/30/2020 Total Fund Balance</b>
-	-	304,899	-	-	300,449

Fund Balance Information

<b>2021 Amended Budgeted Change in Fund Balance</b>	<b>6/30/2021 Estimated Total Fund Balance</b>	<b>6/30/2021 Estimated Total Unassigned</b>
-	300,449	-

**Fund: 246 - HOUSING GRANTS**

	<b>PRIOR YEAR ANNUAL ACTUAL</b>	<b>CURRENT YEAR YTD ACTUAL</b>	<b>CURRENT YEAR ORIGINAL ANNUAL BUDGET</b>	<b>CURRENT YEAR (CY) AMENDED ANNUAL BUDGET</b>	<b>2020/2021 CY REQUESTS FOR AMENDMENTS</b>	<b>2021/2022 FY BUDGET REQUEST</b>
Revenues						
Dept: 000.000						
691.000 MISCELLANEOUS REVENUE/DONATION	-527	0	0	0	0	<b>15,000</b>
Revenues	<u>-527</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u><b>15,000</b></u>
Net Effect for HOUSING GRANTS	<u>-527</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u><b>15,000</b></u>

Fund Balance Information

<b>6/30/2020 Nonspendable</b>	<b>6/30/2020 Restricted</b>	<b>6/30/2020 Committed</b>	<b>6/30/2020 Assigned</b>	<b>6/30/2020 Unassigned</b>	<b>6/30/2020 Total Fund Balance</b>
-	-	-	-	-	-

Fund Balance Information

<b>2021 Amended Budgeted Change in Fund Balance</b>	<b>6/30/2021 Estimated Total Fund Balance</b>	<b>6/30/2021 Estimated Total Unassigned</b>
-	-	-

**Fund: 501 - W & S MAINTENANCE & OPERATION**

	<b>PRIOR YEAR ANNUAL ACTUAL</b>	<b>CURRENT YEAR YTD ACTUAL</b>	<b>CURRENT YEAR ORIGINAL ANNUAL BUDGET</b>	<b>CURRENT YEAR (CY) AMENDED ANNUAL BUDGET</b>	<b>2020/2021 CY REQUESTS FOR AMENDMENTS</b>	<b>2021/2022 FY BUDGET REQUEST</b>
Revenues						
Dept: 000.000						
404.000 MISCELLANEOUS INCOME	0	147	0	0	250	
642.000 WATER SALES	529,981	606,766	517,298	517,298	666,500	<b>558,682</b>
643.001 SEWER CHARGES	755,898	864,579	811,836	811,836	909,000	<b>876,783</b>
647.000 BUCHANAN TWP ASSESSMENT CHARGE	11,217	12,197	11,193	11,193	14,000	<b>11,193</b>
652.000 FUTURE PLANT CHARGES	4,390	0	0	0	0	<b>0</b>
656.000 PENALTIES - DELINQ. COLLECT.	30,006	0	42,000	42,000	0	<b>42,000</b>
661.000 LEACHATE TREATMENT	424,315	233,070	180,000	180,000	240,000	<b>240,000</b>
662.000 READY-TO-SERVE CHARGES	801,630	945,157	898,175	898,175	1,005,000	<b>898,175</b>
665.000 INTEREST EARNED - INVESTMENTS	39,570	14	30,000	30,000	30,000	<b>30,000</b>
667.001 HYDRANT RENTAL	3,996	0	3,996	3,996	3,996	<b>3,996</b>
667.003 UNCLASSIFIED	25,980	22,688	33,500	33,500	33,500	<b>33,500</b>
670.000 OXIDATION DITCH RESERVES	0	-23	0	0	0	<b>0</b> Reverse a cash postings error
Revenues	<u>2,626,984</u>	<u>2,684,595</u>	<u>2,527,998</u>	<u>2,527,998</u>	<u>2,901,996</u>	<u><b>2,694,329</b></u>
Expenditures						
Dept: 000.000						
700.015 TRANSFER TO GENERAL	5,800	0	5,800	5,800	5,800	<b>5,800</b>
809.000 BUCH TWP UTILITY ASSESSMENT	0	19,776	11,193	11,193	20,500	<b>18,000</b>
Dept: 000.000	<u>5,800</u>	<u>19,776</u>	<u>16,993</u>	<u>16,993</u>	<u>26,300</u>	<u><b>23,800</b></u>
Dept: 506.000 2000 BOND SERIES						
962.012 INTEREST-2009 SRF	26,063	23,875	23,875	23,875	25,000	<b>23,875</b>
962.013 INTEREST-2010 DWRP	28,500	26,250	26,250	26,250	27,500	<b>26,250</b>
962.014 INTEREST - 2013 LOAN FROM GEN.	5,229	0	5,229	5,229	0	<b>5,229</b>
963.004 INTEREST-NOTES PAYABLE	0	0	319,300	319,300	319,300	<b>319,300</b>
2000 BOND SERIES	<u>59,792</u>	<u>50,125</u>	<u>374,654</u>	<u>374,654</u>	<u>371,800</u>	<u><b>374,654</b></u>
Dept: 590.000 SEWER MAINTENANCE & OPERATION						
706.001 SALARIES-FULL TIME	291,017	240,671	364,111	364,111	275,000	<b>364,111</b>
706.002 SALARIES - OVERTIME	16,680	11,780	40,000	40,000	14,500	<b>20,000</b>
706.005 SALARIES-PART TIME	4,481	0	10,000	10,000	0	<b>10,000</b>
715.000 FRINGE BENEFITS	134,130	122,897	220,094	220,094	145,000	<b>220,094</b>
728.000 OFFICE SUPPLIES	1,089	1,574	1,500	1,500	1,750	<b>1,500</b>
730.000 POSTAGE	4,925	2,214	5,000	5,000	3,000	<b>5,000</b>
743.000 CHEMICALS	10,431	9,369	10,000	10,000	15,000	<b>14,000</b>
751.000 GAS AND OIL	3,894	3,647	4,500	4,500	4,500	<b>4,500</b>
756.000 MISCELLANEOUS SUPPLIES	1,184	1,128	2,000	2,000	2,000	<b>2,000</b>
757.000 LAB SUPPLIES	11,683	9,702	12,500	12,500	12,500	<b>12,500</b>
768.000 UNIFORMS	1,661	1,600	1,500	1,500	1,700	<b>1,500</b>

802.000 ACCOUNTING SUPPORT	2,290	2,078	9,671	9,671	2,500	<b>9,671</b>
807.000 AUDIT	10,500	7,500	10,500	10,500	10,500	<b>10,500</b>
818.000 CONTRACTUAL	24,102	26,006	25,000	25,000	30,000	<b>25,000</b>
853.000 TELEPHONE, INTERNET, CABLE	2,766	3,304	3,000	3,000	3,600	<b>3,150</b>
864.000 CONFERENCES AND WORKSHOP	0	400	1,500	1,500	500	<b>1,500</b>
870.000 OXIDATION DITCH BOND	1,114,552	6,409,235	0	0	7,388,200	<b>2,400,000</b>
873.000 TRAVEL & CAR ALLOWANCE	257	0	1,000	1,000	1,000	<b>1,000</b>
912.000 FIRE & LIABILITY INSURANCE	29,018	30,529	31,920	31,920	31,920	<b>31,920</b>
916.000 ANNUAL PERMIT FEE	5,760	5,760	6,500	6,500	6,500	<b>6,500</b>
920.000 USDA GRANT	21,764	100	0	0	100	<b>100</b>
921.000 UTILITIES	101,901	75,037	93,000	93,000	93,000	<b>83,000</b>
931.000 MAINTENANCE-BUILDINGS	2,716	4,817	7,000	7,000	7,000	<b>5,000</b>
933.000 MAINTENANCE - EQUIPMENT	31,458	27,654	38,000	38,000	30,000	<b>25,000</b>
934.000 MAINT. - OFFICE EQUIPMENT	19,988	267	1,000	1,000	500	<b>1,000</b>
936.000 SLUDGE REMOVAL	7,658	10,764	8,000	8,000	12,000	<b>8,000</b>
938.000 MAINTENANCE - SYSTEM	6,009	4,428	8,000	8,000	6,000	<b>8,000</b>
939.000 MAINTENANCE - VEHICLE	9,755	618	1,500	1,500	800	<b>1,500</b>
943.000 EQUIPMENT RENTAL	0	4,200	200	200	4,800	<b>200</b>
960.000 EDUCATION AND TRAINING	2,625	806	3,500	3,500	1,100	<b>3,500</b>
961.000 MEDICAL EXAMS	652	414	400	400	450	<b>400</b>
962.000 MISCELLANEOUS	3,227	3,869	4,000	4,000	5,000	<b>4,000</b>
963.000 PROPERTY TAXES	23,980	0	23,980	23,980	0	<b>23,980</b>
970.000 TRANSFER-CAPITAL RESERVE	0	500	0	0	5,000	<b>0</b>
970.001 CAPITAL OUTLAY	17,256	0	0	0	0	<b>0</b>
976.000 BUILDING RESERVE EXPENDITURES	8,726	0	0	0	0	<b>0</b>
<b>SEWER MAINTENANCE &amp; OPERATION</b>	<b>1,928,135</b>	<b>7,022,867</b>	<b>948,876</b>	<b>948,876</b>	<b>8,115,420</b>	<b>3,308,126</b>
Dept: 591.000 WATER MAINTENANCE & OPERATION						
706.001 SALARIES-FULL TIME	260,158	195,675	287,814	287,814	225,000	<b>287,814</b>
706.002 SALARIES - OVERTIME	15,300	12,185	20,000	20,000	15,000	<b>20,000</b>
706.005 SALARIES-PART TIME	7,879	0	10,000	10,000	0	<b>10,000</b>
715.000 FRINGE BENEFITS	138,664	127,216	200,064	200,064	145,000	<b>200,064</b>
728.000 OFFICE SUPPLIES	2,486	1,124	2,500	2,500	2,500	<b>2,500</b>
730.000 POSTAGE	4,972	2,218	5,000	5,000	3,000	<b>5,000</b>
743.000 CHEMICALS	5,006	4,134	5,000	5,000	5,000	<b>5,000</b>
751.000 GAS AND OIL	2,764	3,438	3,500	3,500	3,500	<b>3,500</b>
756.000 MISCELLANEOUS SUPPLIES	1,013	1,286	1,600	1,600	1,600	<b>1,600</b>
768.000 UNIFORMS	650	506	900	900	900	<b>900</b>
802.000 ACCOUNTING SUPPORT	2,290	2,078	9,671	9,671	2,500	<b>9,671</b>
807.000 AUDIT	10,500	7,500	10,500	10,500	10,500	<b>10,500</b>
818.000 CONTRACTUAL	18,592	26,652	20,000	20,000	32,000	<b>20,000</b>
853.000 TELEPHONE, INTERNET, CABLE	3,303	2,663	3,000	3,000	3,000	<b>3,000</b>
864.000 CONFERENCES AND WORKSHOP	235	0	1,800	1,800	100	<b>1,800</b>
873.000 TRAVEL & CAR ALLOWANCE	167	0	400	400	50	<b>400</b>

912.000 FIRE & LIABILITY INSURANCE	12,702	14,610	13,972	13,972	15,000	<b>13,972</b>
916.000 ANNUAL PERMIT FEE	1,339	1,300	3,000	3,000	1,500	<b>3,000</b>
920.000 USDA GRANT	21,764	100	0	0	100	<b>0</b>
921.000 UTILITIES	37,316	22,528	27,000	27,000	27,000	<b>27,000</b>
927.000 WELLHEAD PROTECTION PROGRAM	3,752	3,460	7,350	7,350	3,500	<b>7,350</b>
931.000 MAINTENANCE-BUILDINGS	7,554	1,537	6,000	6,000	600	<b>6,000</b>
933.000 MAINTENANCE - EQUIPMENT	4,668	4,238	5,000	5,000	5,000	<b>5,000</b>
934.000 MAINT. - OFFICE EQUIPMENT	20,344	388	500	500	500	<b>500</b>
937.000 METERS - HYDRANTS - FITTINGS	28,232	20,946	28,000	28,000	22,000	<b>28,000</b>
938.000 MAINTENANCE - SYSTEM	21,312	10,792	12,000	12,000	12,000	<b>12,000</b>
939.000 MAINTENANCE - VEHICLE	2,283	2,096	2,000	2,000	2,100	<b>2,000</b>
943.000 EQUIPMENT RENTAL	0	0	750	750	750	<b>750</b>
960.000 EDUCATION AND TRAINING	915	1,115	1,500	1,500	1,500	<b>1,500</b>
961.000 MEDICAL EXAMS	462	419	250	250	500	<b>250</b>
962.000 MISCELLANEOUS	1,371	1,313	1,500	1,500	1,500	<b>1,500</b>
963.000 PROPERTY TAXES	5,578	0	5,578	5,578	5,578	<b>5,578</b>
970.000 TRANSFER-CAPITAL RESERVE	0	500	0	0	500	<b>0</b>
970.001 CAPITAL OUTLAY	28,000	6,080	7,000	7,000	7,000	<b>7,000</b>
970.026 EQUIPMENT RESERVE EXPENDITURES	18,032	0	0	0	0	<b>0</b>
976.000 BUILDING RESERVE EXPENDITURES	2,733	0	0	0	0	<b>0</b>
<b>WATER MAINTENANCE &amp; OPERATION</b>	<b>692,335</b>	<b>478,095</b>	<b>703,149</b>	<b>703,149</b>	<b>556,278</b>	<b>703,149</b>
<b>Expenditures</b>	<b>2,686,062</b>	<b>7,570,863</b>	<b>2,043,672</b>	<b>2,043,672</b>	<b>9,069,798</b>	<b>4,409,729</b>
<b>Net Effect for W &amp; S MAINTENANCE &amp; OPERATION</b>	<b>-59,078</b>	<b>-4,886,268</b>	<b>484,326</b>	<b>484,326</b>	<b>-6,167,802</b>	<b>-1,715,400</b>

6/30/2020 Net Investment in Capital Assets	6/30/2020 Unrestricted	6/30/2020 Net Position	2021 YTD Change in Net Position	6/30/2021 Estimated Total Net Postion	6/30/2021 Total Unrestricted Net Position
8,428,739	932,512	3,193,449	(6,167,802)	1,478,049	1,416,838

Fund: 588 - DIAL-A-RIDE

	PRIOR YEAR ANNUAL ACTUAL	CURRENT YEAR YTD ACTUAL	CURRENT YEAR ORIGINAL ANNUAL BUDGET	CURRENT YEAR (CY) AMENDED ANNUAL BUDGET	2020/2021 CY REQUESTS FOR AMENDMENTS	2021/2022 FY BUDGET REQUEST
Revenues						
Dept: 000.000						
402.000 REAL PROPERTY TAXES	68,341	26,284	0	0	68,342	68,342
529.000 FEDERAL REVENUE	1,404	0	0	0	1,404	0
569.000 STATE REVENUE	95,991	57,284	0	0	95,991	0
665.000 INTEREST EARNED - INVESTMENTS	1,772	4	0	0	1,772	0
682.000 FAREBOX REVENUE	6,758	0	0	0	6,758	0
691.000 MISCELLANEOUS REVENUE/DONATION	0	764	0	0	0	0
Revenues	174,266	84,336	0	0	174,267	68,342
Expenditures						
Dept: 000.000						
700.003 EXPENDITURES	9,876	1,592	0	0	1,600	68,342 Payment to City of Niles.
700.007 AUDIT EXPENSES	11,066	16,514	0	0	16,600	0
789.000 DAR OPERATION COSTS	42,392	106,242	0	0	167,000	0
892.000 ADMINISTRATIVE COSTS	85,335	0	0	0	2,500	0
912.000 FIRE & LIABILITY INSURANCE	8,233	5,619	0	0	6,000	0
Expenditures	156,902	129,966	0	0	193,700	68,342
Net Effect for DIAL-A-RIDE	17,365	-45,631	0	0	-19,433	0

Fund Balance Information

6/30/2020 Nonspendable	6/30/2020 Restricted	6/30/2020 Committed	6/30/2020 Assigned	6/30/2020 Unassigned	6/30/2020 Total Fund Balance
-	98,778	-	-	-	79,345

Fund Balance Information

2021 Amended Budgeted Change in Fund Balance	6/30/2021 Estimated Total Fund Balance	6/30/2021 Estimated Total Unassigned
-	79,345	-



Fund: 711 - OAKRIDGE CEMETERY

	<b>PRIOR YEAR ANNUAL ACTUAL</b>	<b>CURRENT YEAR YTD ACTUAL</b>	<b>CURRENT YEAR (CY) ORIGINAL ANNUAL BUDGET</b>	<b>CURRENT YEAR (CY) AMENDED ANNUAL BUDGET</b>	<b>2020/2021 CY REQUESTS FOR AMENDMENTS</b>	<b>2021/2022 FY BUDGET REQUEST</b>
Revenues						
Dept: 000.000						
440.001 PERPETUAL CARE CONTRACTS	3,362	6,046	0	0	6,700	<b>3,362</b>
665.000 INTEREST EARNED - INVESTMENTS	7,260	0	0	0	3,000	<b>7,260</b>
Revenues	10,622	6,046	0	0	9,700	<b>10,622</b>
Net Effect for OAKRIDGE CEMETERY	10,622	6,046	0		9,700	<b>10,622</b>

Fund Balance Information

<b>6/30/2020 Nonspendable</b>	<b>6/30/2020 Restricted</b>	<b>6/30/2020 Committed</b>	<b>6/30/2020 Assigned</b>	<b>6/30/2020 Unassigned</b>	<b>6/30/2020 Total Fund Balance</b>
-	-	325,515	-	-	335,215

Fund Balance Information

<b>2021 Amended Budgeted Change in Fund Balance</b>	<b>6/30/2021 Estimated Total Fund Balance</b>	<b>6/30/2021 Estimated Total Unassigned</b>
-	345,837	-

**RESOLUTION 2021.06/231  
CITY OF BUCHANAN  
COUNTY OF BERRIEN, MICHIGAN**

**A RESOLUTION TO ADOPT 80%/20% EMPLOYER/EMPLOYEE HEALTH CARE COST OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**

**WHEREAS**, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011; and

**WHEREAS**, the Act contains three options for complying with the requirements of the Act; and

**WHEREAS**, the three options are as follows:

- 1) Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act.
- 2) Section 4 – “80%/20%” Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

**WHEREAS**, the City of Buchanan has decided to adopt the 80%/20% option as its choice of compliance under the Act.

**NOW, THEREFORE, BE IT RESOLVED** that the Commission of the City of Buchanan elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the 80%/20% option for the medical benefit plan coverage year July 1, 2021 through June 30, 2022.

The following resolution was offered by Commissioner [redacted] and seconded by Commissioner [redacted].

Upon a call of the roll, the vote was as follows:

Yeas: Denison, Downey, Money, Swem, Weedon  
 Nays: None  
 Abstain: None  
 Absent: None

**ADOPTED** this 28th Day of June 2021.

\_\_\_\_\_  
Barbara A. Pitcher, City Clerk

\_\_\_\_\_  
Sean Denison, Mayor

**CERTIFICATION**

I hereby certify that the above is a true and complete copy of a resolution adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on the 28th day of June 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, MCL 15.261 to 15.272/.

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Barbara A. Pitcher, City Clerk

DRAFT

**DRAFT 06/17/21****INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICE**

This Intergovernmental Agreement for Transit Service ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between the City of Niles, Michigan a Michigan home rule City, having the address of 333 North 2<sup>nd</sup> 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 cease being a direct provider of 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, shall provide transit service as set forth below, in compliance with all applicable law, including without limitation applicable Federal law.

The City of Niles's 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.

1.2 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.

1.3 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.

1.4 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 \_\_\_\_\_, 2023, 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. 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 remitted in an annual lump sum payment within sixty (60) calendar days of date of collection by Buchanan. Any unexpended millage fund balance held by Buchanan shall be transferred to Niles as of the Effective Date, except for a reserve amount of \_\_\_\_\_ to be retained by Buchanan to address pending claims. 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. Buchanan's passenger fares shall remain at the currently charged rates for the Term of this Agreement. Upon renewal, 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 Bus Transfers. In additional consideration for entering into this Agreement, Buchanan shall transfer, without cost, titles for all buses currently being used by public transit services by Buchanan, as allowed by Michigan law and regulations, to Niles for the Term of this Agreement or until this Agreement is terminated pursuant to Section 2.2, whichever occurs first. The buses subject to transfer are listed by make, year and vehicle identification number in Exhibit A to this Agreement. Unless otherwise agreed in a dated writing by the parties, title to the buses shall be surrendered by Niles to Buchanan immediately upon the ending date of the Term of this Agreement or the date of termination pursuant to Section 2.2, whichever occurs first if Buchanan intends to use the buses for the provision of public transit services. If the buses, or replacement buses subsequently received by Niles, will no longer be used for the provision of public transit service for Buchanan, MDOT must be consulted to determine proper disposition.

6.0 Miscellaneous.

6.1 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 locate in the County of Berrien, State of Michigan.

6.2 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.

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

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

6.5 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.

6.6 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.

6.7 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 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.

6.8 Assignment; Subcontracting. Neither Party shall not 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.

6.9 Liens. Niles shall not permit the placing of any liens or security interests on the buses listed in Exhibit A to this Agreement.

6.10 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.

6.11 Severability. If any one or more provisions of this Agreement or the application thereof to any person or circumstances 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.

6.12 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.

6.13 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.

\_\_\_\_\_  
Heather Grace, City Manager  
City of Buchanan, MI  
302 N Redbud Trail  
Buchanan, MI 49107

\_\_\_\_\_  
Nicholas Shelton, Mayor  
City of Niles, MI  
333 N 2<sup>nd</sup> Street  
Niles, MI 49120

## DRAFT 06/10/21

## INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICE

This Intergovernmental Agreement for Transit Service ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between the City of Niles, Michigan a Michigan home rule City, having the address of 333 North 2<sup>nd</sup> 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 cease being a direct provider of bus transit services to its citizens and members of the public ~~on the transportation routes described in this Agreement~~ 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 1.1~~ General. Throughout the term of this Agreement, shall provide transit service as set forth ~~in Exhibit A ("Service"), attached hereto and incorporated herein by this reference in accordance with the routes and schedules contained in Exhibit A (the "Route Schedule") below,~~ in compliance with all applicable law, including without limitation applicable Federal law.

The City of Niles's 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.

1.2 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's 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.

1.3 Buses. Niles shall provide buses sufficient to ~~operate during posted service hours~~ ~~serve the Route Schedule~~. Buchanan shall not be responsible for capital rolling stock acquisition or for costs associated with replacement of buses necessary to provide ~~Services~~ service for the Route.

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**Commented [KG1]:** Exhibit A was not sent with the agreement. This exhibit should describe the service provided, which is primarily demand response, as well as the deviated fixed route.



1.4 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 \_\_\_\_\_, 2023, 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. 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 remitted in an annual lump sum payment within sixty (60) calendar days of date of collection by Buchanan. Any unexpended millage fund balance held by Buchanan shall be transferred to Niles as of the Effective Date, except for a reserve amount of \_\_\_\_\_ to be retained by Buchanan to address pending claims and cover required audit expenses. 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.

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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 No new signs, stops, or shelters shall be erected on municipal property without the prior dated 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. Buchanan's passenger fares shall remain at the currently charged rates for the Term of this Agreement. Upon renewal, 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 Bus Transfers. In additional consideration for entering into this Agreement, Buchanan shall transfer, subject to any existing liens and MDOT restrictions, without cost, titles for all buses currently being used by public transit services by Buchanan, as allowed by Michigan law and regulations, to Niles for the Term of this Agreement or until this Agreement is terminated pursuant to Section 2.2, whichever occurs first. The buses subject to transfer are listed by make, year and vehicle identification number in Exhibit A to this Agreement. Unless otherwise agreed in a dated writing by the parties, title to the buses shall be surrendered by Niles to Buchanan immediately upon the ending date of the Term of this Agreement or the date of termination pursuant to Section 2.2, whichever occurs first if Buchanan intends to use the buses for the provision of public transit services. If the buses, or replacement buses subsequently received by Niles, will no longer be used for the provision of public transit service for Buchanan, MDOT must be consulted to determine proper disposition.

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6.0 Miscellaneous.

6.1 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 locate in the County of Berrien, State of Michigan.

6.2 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.

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

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

6.5 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.

6.6 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.

6.7 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.

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6.8 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.

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6.9 Liens. Niles shall not permit the placing of any liens or security interests on the buses listed in Exhibit A to this Agreement.

6.10 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.

6.11 Severability. If any one or more provisions of this Agreement or the application thereof to any person or circumstances 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.

6.12 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.

6.13 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.

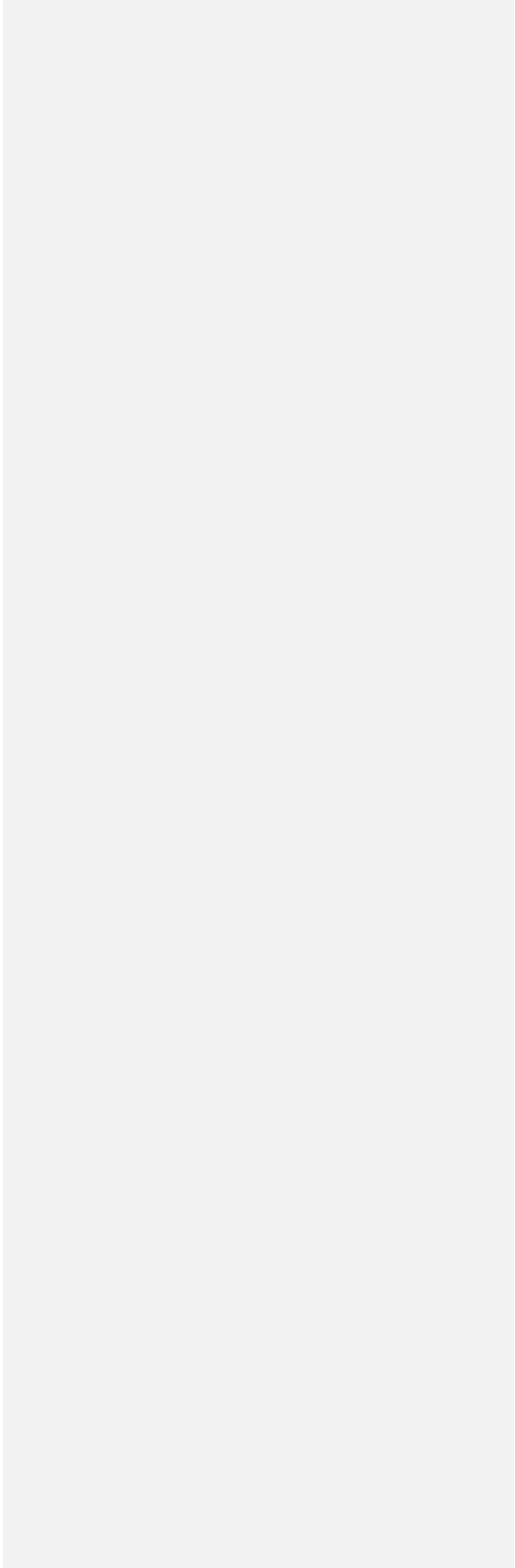
\_\_\_\_\_  
Heather Grace, City Manager  
Mayor

\_\_\_\_\_  
Nicholas Shelton,

City of Buchanan, MI  
302 N Redbud Trail  
Buchanan, MI 49107

City of Niles, MI  
333 N 2<sup>nd</sup> Street  
Niles, MI 49120

| |





michigan municipal league

# Liability & Property Pool

Proposal

for the

# City of Buchanan

Presented By:

James Newman, LUTCF  
(517) 243-5865

June 22, 2021

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*This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.*

## Executive Overview

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The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League, and serviced by Meadowbrook, Inc. Since 1982, the Pool has been a stable source of comprehensive municipal insurance and risk management services. It is financially secure and positioned for long-term stability.

The League administrative staff and the dedicated Pool staff at Meadowbrook, Inc. are municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Buchanan**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Buchanan** for an annual premium of **\$98,569**. In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2021. The **City of Buchanan's** portion of the dividend return is **\$6,446**. The **City of Buchanan** will receive this dividend in the month following payment of your 2021 renewal premium.

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

### **Our Mission**

**To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.**

# Introduction

---

## ***What You Can Expect Of Us***

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

## ***Your Pool Insures More Than . . .***

- |                                |                                  |
|--------------------------------|----------------------------------|
| ✓ 433 Public Entity Members    | ✓ 16 Electric Utilities          |
| ✓ 139 Fire Departments         | ✓ 24 Municipal Marinas           |
| ✓ 170 Law Enforcement Agencies | ✓ \$5 Billion of Property Values |
| ✓ 2195 Police Officers         | ✓ 195 Water Service Operations   |
| ✓ 5,772 Miles of Streets/Roads | ✓ 218 Sewer Plant Operations     |
| ✓ 6,950 Vehicles               |                                  |




**michigan municipal league**  
 Liability & Property Pool  
**Coverage and Cost Summary**  
**City Of Buchanan**

Effective 07-01-2021 to 07-01-2022

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$5,000,000	N/A	\$0
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$5,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$5,000,000	N/A	\$0
Law Enforcement Liability (Coverages A, B, and D)	\$5,000,000	N/A	\$0
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$5,000,000	N/A	\$0

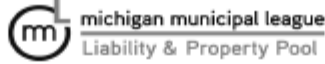
# Vehicles	Comp	Coll
34	\$250	\$1,000

Agreed Amount, if applicable 6 Vehicles for a total of \$1,871,377

*Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$5,000,000 regardless of the number of coverages involved in the occurrence.*

Property

Property - Blanket Basis	\$24,716,050	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	See Schedule	N/A	\$250
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
1995 Tri Axle Flat Bed Trailer	\$1,200	N/A	\$250
Accounts Receivable	\$100,000	N/A	\$250
Cameras	\$21,728	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A



## Coverage and Cost Summary City Of Buchanan

Effective 07-01-2021 to 07-01-2022

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Contractors Equipment	\$1,214,370	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$124,716	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Fire Equipment	\$98,318	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Radio Equipment	\$116,326	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer	\$100,000	N/A	N/A
Bond #: B DDA Director/Zoning Administrator	\$100,000	N/A	N/A

*Only one deductible applies to claims involving two or more property coverages.*



# Coverage and Cost Summary City Of Buchanan

Effective 07-01-2021 to 07-01-2022

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
-----------	--------------------	-----------------	---------------------------

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$98,569.

## Your Team of Experts



James Newman, LUTCF  
Account Executive  
(517) 243-5865



Michael J. Forster  
Pool Administrator  
(734) 669-6340



Ellen Skender  
248-204-8582



Joan Opett  
248-204-8579

### Customer Service Representatives



Tracy Mattiello  
Claims Supervisor  
(248) 204-8094



Rod Pearson  
Loss Control Supervisor  
(248) 204-8036

## ***Benefits of Pooling with the MML***

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
  - ✓ Safety aspects of emergency vehicle operations
  - ✓ Accident investigation for supervisors
  - ✓ Confined spaces training

**The advantages of pooling can be summarized by:**

**Service + Control + Value**

**City of Buchanan Has . . .**

- ✓ \$ 2,078,811 Annual Payroll
- ✓ \$24,716,050 of total values for real and personal property
- ✓ 15 Law enforcement officers
- ✓ 34 Vehicles

**Increased Liability Limits**

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive

# Highlights of Coverages Provided

## Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

## General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
  - Fireworks (unless endorsed)
  - Liquor Liability
  - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

### **Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)**

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):
 

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes
2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):  
**NO ADDITIONAL PREMIUM**

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

## General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

## Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

## Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

## Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

## Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

## Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent



## Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

## Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

**Only one deductible applies to claims involving two or more property coverages.**

## Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

## Automobile Coverage Highlights

### What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

### Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

## Pool Risk Management Services

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- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

### **Online Services**

[www.mml.org](http://www.mml.org) (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
  - ✓ Risk Control Solutions
  - ✓ Safety & Health Manual
  - ✓ Risk Management is Good Management Program
  - ✓ Law Enforcement Newsletters
  - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

## Membership Responsibilities

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Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.



June 16, 2021

TO: Members of the Berrien/Cass MS4 Group  
 City of Buchanan  
 333 N. Second Street  
 Niles, MI 49120

RE: Berrien/Cass County NPDES MS4 Compliance  
**City of Buchanan**  
 Letter Agreement for Professional Services

Dear Member of the Berrien/Cass MS4 Group:

This document contains Spicer Group's proposal to you for the administration and assistance with compliance tasks associated with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Program for the following members:

Berrien County Drain Commissioner & Administration  
 Cass County Road Commission  
 Village of Stevensville  
 Lincoln Charter Township  
 City of Niles  
 City of Buchanan

Berrien County Road Department  
 Village of Edwardsburg  
 St. Joseph Charter Township  
 City of Bridgman  
 City of St. Joseph  
 City of Benton Harbor

Members with nested jurisdictions include the following:

Cass County Road Commission - Cass County Drain Commissioner  
 City of Niles - Niles Public Schools  
 City of Buchanan - Buchanan Public Schools

## **BACKGROUND**

Since January of 2014, Spicer Group has been providing services and completing tasks for the above listed members of the Berrien/Cass County MS4 Group apart from St. Joseph Charter Township, a new member as of the spring of 2017, and the City of Benton Harbor, a new member as of spring 2020. Spicer Group's responsibility has been to assist the permittees with their regulatory compliance tasks on an annual basis. The only exception to the list of plans for compliance with NPDES regulations, as administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), is that no assistance is needed for the Public Education Plan (PEP) as this contracted service is currently being provided by the Southwest Michigan Planning Commission (SWMPC). Spicer Group has submitted the new NPDES MS4 individual permit applications via MiWaters for each member. At this time, it is Spicer Group's understanding that there are no further EGLE comments pertaining to the MS4 applications. The applications are in Lansing waiting to be put on public notice and issued. Per EGLE, members should expect their permits in 2022.

## **SCOPE OF BASIC PROFESSIONAL SERVICES**

Spicer's proposed services follow and are presented in a manner relevant to the NPDES Permit and the **potential** tasks that may be present any given year. **Attachment A**, included as a supplement to this

document, includes the list of participating members the proposal covers and shows the annual apportionment fee for each member. These participants will be invoiced quarterly during the timeframe of June 30, 2021, thru July 1, 2022.

### **ILLCIT DISCHARGE ELIMINATION PLAN (IDEP)**

Spicer Group shall:

- Assist members in implementation of a program to find, prioritize and eliminate illicit discharges and illicit connections identified during dry weather screening activities.
- Compile MS4 maps to meet permit requirements as needed for members. (NOTE: most of these maps are complete at this time.)
- Revise existing maps and/or inventories of outfall and/or point of discharge sources for updates, as needed.
- Assist clients with innovative field documentation of outfall and/or point of discharge sources as needed.
- Provide inspections of outfall and/or point of discharge sources for clients, as scheduled.
- Provide any staff training required by the permit for compliance.
- Document appropriate items and metrics for progress reporting, with member assistance.

### **CONSTRUCTION STORM WATER RUNOFF CONTROL PROGRAM (CC)**

Spicer Group shall:

- Provide assistance to members to document quantifiable goals for progress reporting.
- Provide any staff training required by the permit for compliance.

### **POST CONSTRUCTION CONTROLS (PCC)**

Spicer Group shall:

- Provide services and experience related to the review of post construction control plans (storm water management plans for site developments) for purposes of progress reporting. This task may include assistance in documentation of inspection of sites after construction.
- Provide documentation for progress reporting.
- Provide assistance to members to document quantifiable goals for progress reporting.

### **POLLUTION PREVENTION / GOOD HOUSEKEEPING (PP/GH)**

Spicer Group shall:

- Develop/update any existing maps and/or summary of storm water controls on the member's properties, if not already completed, during the application review process of the new individual permit.
- Provide assistance to inventory member's controls and develop any necessary measurable goals for Best Management Practices (BMPs) owned by the member to assist in documenting effectiveness.
- Provide or recommend required training for staff/field personnel in pollution prevention and good housekeeping practices as needed.
- Complete inspections of structural stormwater controls located on client's properties as scheduled.
- Assist with providing standard operating procedures for pollution prevention and good housekeeping for members as needed for permit compliance.

June 16, 2021

Page 3 of 4

- Determine if a Storm Water Pollution Prevention Plan (SWPPP) and/or Pollution Incident Prevention Plan (PIPP) are necessary for the member and implement/update these plans, as needed. (Currently, these plans have been completed for all existing members at this time.)
- Provide recommendations to improve compliance in this section of the permit.
- Meet with members on site “as needed” for inspections to assure compliance in this area.

### **EGLE AUDITS FOR NPDES STORM WATER PERMIT**

Spicer Group will:

- Prepare the member for a EGLE audit as related to the NPDES Storm Water Discharge Permit program.
- Attend the audit and answer questions for the EGLE related to the member’s storm water program and compliance, if requested by the member.
- Obtain the EGLE review letter and based upon the review letter, Spicer Group will recommend or assist with the response and submittal of the information for the member.

### **EGLE NPDES MS4 STORM WATER PERMIT APPLICATIONS**

Spicer Group will:

- Assist each member during the issuance process (including public notice). As stated above, it is Spicer Group’s understanding there are no further corrections to be made to the permit applications.

### **SERVICES NOT INCLUDED**

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services:

- Public Education Planning services

### **ADDITIONAL SERVICES**

Additional services related to this project will be furnished by us after you authorize the work. When the additional services are agreed to, we will provide an authorization letter listing those services agreed upon. Our fee for the additional services will be determined at the time they are agreed to, authorized, and rendered.

### **FEE SCHEDULE**

Our proposed fee schedule follows. Based on this annual budget, effective for the timeframe of June 30, 2021 thru July 1, 2022, Spicer Group will submit quarterly invoices to each member for our basic professional services, any additional authorized services and any reimbursable expenses. Please refer to **Attachment A** which includes the annual budget.

We have calculated these fees based on our understanding of what the members want us to do.

Attached to this letter is a copy of our general conditions for our services, which are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

June 16, 2021  
Page 4 of 4

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us. Upon receipt, we will start the project promptly.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



**Ronald B. Hansen, P.E., P.S.**  
Principal



**Kelsea R. Sutton, E.I.T., CFM**  
Project Manager

**SPICER GROUP, INC.**  
230 S. Washington Avenue  
Saginaw, MI 48607  
Phone: (989) 754-4717 ext. 5592  
mailto: kelseas@spicergroup.com

C: SGI File #121199SG2020  
SMC, Accounting

Enclosure:  
General Conditions  
Attachment A

Q:\Proj2014\121199SG2014- Berrien Cass County MS4\Project Management\Proposal\2021 LOA\2021-2022\_LOA\_City\_Buchanan.Docx

\_\_\_\_\_  
Above proposal accepted and approved by Member:

**City of Buchanan**

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_



## GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

### SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

## SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

**2.7 Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

**2.8 Opinions of Probable Construction Costs.** In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

### SECTION 3

**3.1 Construction Layout.** If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

**3.2 Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

**3.3 Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

**3.4 Design Without Construction Administration.** Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

**3.5 Record Drawings.** If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

**3.6 Contingency Fund.** The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

**3.7 Right of Entry.** OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

**3.8 Buried Utilities.** OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.

**Berrien & Cass Counties NPDES MS4 Group**  
**BUDGET: JUNE 30, 2021 - JULY 1, 2022**

Total Number of Members: 12  
 Berrien County Population: 156,813  
 Cass County Population: 52,293  
 Berrien County Population in UA: 89,824  
 Cass County Population in UA: 8,988  
 Total Urbanized Area (Berrien & Cass): 98,812

Proposed 2021 Budget: \$ 65,000.00  
 Proposed IDEP Budget: \$ 15,750.00  
 Proposed SWSC Budget: \$ 13,500.00

Villages Base Amount: \$ 1,250.00  
 Township Base Amount: \$ 500.00  
 Cities Base Amount: \$ 1,500.00

**9 Members - Total of their base amount: \$ 11,000.00**

Agencies Total: \$20,000.00  
 Municipalities Population Ratio Allocation Amount: \$ 4,750.00

MUNICIPALITIES	Member Base Amount	Apportionment Based on UA	UA Apportionment Based on Allocation Amount	Percentage of IDEP Inspection Points	IDEP Inspection Costs	Percentage of SWSC Inspection Points	SWSC Inspection Costs	Allocation Total: 06/30/2020 - 07/01/2021	Allocation Total: 06/30/2021 - 07/01/2022	2021 to 2022 difference from 2020 to 2021	Quarterly Amounts: 06/30/2021 - 07/01/2022
Edwardsburg - Village	\$ 1,250.00	0.02	\$ 100.30	0.92%	\$ 145.16	7.11%	\$ 959.21	\$ 2,690.04	\$ 2,454.67	\$ (235.37)	\$ 672.51
Stevensville - Village	\$ 1,250.00	0.02	\$ 90.98	4.84%	\$ 762.10	1.32%	\$ 177.63	\$ 2,672.38	\$ 2,280.71	\$ (391.67)	\$ 668.10
Lincoln Charter Twp.	\$ 500.00	0.18	\$ 877.76	0.23%	\$ 36.29	16.05%	\$ 2,167.11	\$ 2,663.12	\$ 3,581.15	\$ 918.03	\$ 665.78
St. Joseph Charter Twp.	\$ 500.00	0.17	\$ 798.89	0.92%	\$ 145.16	3.42%	\$ 461.84	\$ 2,513.69	\$ 1,905.89	\$ (607.79)	\$ 628.42
Bridgman - City	\$ 1,500.00	0.03	\$ 136.87	1.61%	\$ 254.03	7.37%	\$ 994.74	\$ 3,259.33	\$ 2,885.64	\$ (373.69)	\$ 814.83
Niles - City	\$ 1,500.00	0.19	\$ 924.12	13.36%	\$ 2,104.84	28.16%	\$ 3,801.32	\$ 4,750.97	\$ 8,330.28	\$ 3,579.31	\$ 1,187.74
Buchanan - City	\$ 1,500.00	0.07	\$ 354.99	15.90%	\$ 2,504.03	0% No Inspect.	\$ -	\$ 3,672.62	\$ 4,359.02	\$ 686.41	\$ 918.15
St. Joseph - City	\$ 1,500.00	0.14	\$ 666.41	14.06%	\$ 2,213.71	21.05%	\$ 2,842.11	\$ 4,262.66	\$ 7,222.22	\$ 2,959.56	\$ 1,065.67
Benton Harbor - City*	\$ 1,500.00	0.17	\$ 799.69	0% TBD	\$ -	0% TBD	\$ -	\$ 4,515.20	\$ 2,299.69	\$ (2,215.51)	\$ 1,128.80
<b>TOTALS</b>	\$ 11,000.00	1.00	\$ 4,750.00	52%	\$ 8,165.32	84%	\$ 11,403.95	\$ 31,000.00	\$ 35,319.27		\$ 7,750.00

AGENCIES	Member Base Amount	Percentage of IDEP Inspection Points	IDEP Inspection Costs	Percentage of SWSC Inspection Points	SWSC Inspection Costs	Allocation Total: 06/30/2020 - 07/01/2021	Allocation Total: 06/30/2021 - 07/01/2022	2021 to 2022 difference from 2020 to 2021	Quarterly Amounts: 06/30/2021 - 07/01/2022
Berrien County Drain Commissioner & Administration	\$7,500.00	32.95%	\$ 5,189.52	13.42%	\$ 1,811.84	\$13,800.00	\$14,501.36	\$701.36	\$1,875.00
Berrien County Road Department	\$10,000.00	13.13%	\$ 2,068.55	0.00%	\$ -	\$15,300.00	\$12,068.55	-\$3,231.45	\$2,500.00
Cass County Road Commission	\$2,500.00	2.07%	\$ 326.61	2.11%	\$ 284.21	\$5,400.00	\$3,110.82	-\$2,289.18	\$625.00
<b>TOTALS</b>	\$20,000.00	48%	\$7,584.68	16%	\$2,096.05	\$34,500.00	\$29,680.73		\$5,000.00

**Total June 2021 - July 2022 budget = \$65,000.00**

\*Note new member in 2020.

## BERRIEN & CASS ANNUAL BUDGET 2021

	<b>Cost estimate</b>
<b>Illicit Discharge Elimination Program (IDEP) Implementation</b>	
Water Quality test supplies	\$750.00
Dry Weather Screening	\$15,000.00
Spill Documentation and follow-ups	\$5,000.00
 <b>Pollution Control and Good Housekeeping Controls</b>	
Employee training (IDEP & spill refresher)	\$3,000.00
Structural Stormwater Control Inspections	\$13,500.00
 <b>TMDL Sampling &amp; Plan Development</b>	 \$0.00
 <b>Progress Report - 2022 Documentation &amp; Submittal via MiWaters</b>	 \$0.00
Facilitate watershed meetings (3 meetings)	\$4,500.00
As needed coordination with SWMPC	\$750.00
Administration, consultation & additonal meetings	\$5,000.00
MS4 Permit Applications	\$5,000.00
EGLE Audits	\$6,500.00
<b>TOTAL =</b>	<b>\$59,000.00</b>
Contingencies =	\$6,000.00
<b>Budget for 2021 =</b>	<b>\$65,000.00</b>

# Labor Agreement

Between

*LOCAL 2757.11*

***AFSCME***

American Federation of State, County and  
Municipal Employees  
Local 2757.11

THE CITY OF BUCHANAN

Effective

July 1, 2021  
through  
June 30, 2024

**AGREEMENT**

This Agreement made this 28<sup>th</sup> day of June, 2021 effective the 1<sup>st</sup> day of July 2021, by and between the CITY OF BUCHANAN, hereinafter referred to as the "Employer", and Local 2757.11 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO, hereinafter referred to as the "Union".

**Article 1**  
**Purpose and Intent**

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing and providing proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives and among all employees.

In this Agreement, words in masculine gender shall be held to include either masculine or feminine gender.

**Article 2**  
**Recognition**

Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit described as:

All regular full-time and part-time Wastewater and Water Employees, Public Service Employees plus clerical employees including Deputy Clerk, Deputy Treasurer, Clerk/Cashier, Bookkeeper, and Police Administrative Secretary.

Excluding: Supervisors, seasonal and temporary employees, City Manager's Administrative Secretary, and all other employees of the Employer.

For purposes of this Article, seasonal or temporary employees shall be defined as employees hired for the summer or other definite, temporary period not exceeding six (6) months in any calendar year between April 15 and the Wednesday before Thanksgiving.

**Article 3**  
**Representation**

**Section 1. Collective Bargaining Committee.** The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than three (3) employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer.



**Section 2. Steward** The Employer agrees to recognize three (3) Stewards who shall be selected by the Union from employees covered by this Agreement who have seniority. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement.

**Section 3. Alternate Stewards and Collective Bargaining Committee Members**

Alternate Stewards and members of the Collective Bargaining Committee may be selected or elected by the Union member employees covered by this Agreement who have seniority. Alternate Stewards and alternate members of the Collective Bargaining Committee shall have the same rights, duties, limitations, and obligations as the regular Stewards or members of the Collective Bargaining Committee when acting as an alternate.

**Section 4. Identification of Union Representatives** The Employer shall be informed in writing of the names of the Stewards, members of the Collective Bargaining Committee, Alternate Stewards, and alternate members of the Collective Bargaining Committee, and non-employee representatives of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

**Section 5. Special Conferences** Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made, unless the parties should mutually agree to the discussion of additional items. The Union may be represented at special conferences by the Unit President, one Steward, and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

**Section 6. Bargaining and Special Conference Time** Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. To the extent possible, collective bargaining sessions and special conferences shall be scheduled outside of employees' normal work hours. Those instances where it is mutually agreed that collective bargaining sessions and special conferences are to be scheduled during employees' normal working hours, bargaining committee members shall be paid at their normal straight time rate of pay for all time lost from their regularly scheduled hours.

**Section 7. Union Visitation** A local or international representative of the Union will be permitted to visit the operation of the Employer during working hours to talk with the Unit President or representative of the Employer concerning matters covered by this Agreement; provided, however, the Employer shall be informed in advance of such visitation, and such visitation shall not interfere with performance of work by bargaining unit employees.

**Article 4**

**Union Security/Dues Check-off and Electronic Communication**

**Section 1. Union Security** All Employees in the bargaining unit may voluntarily join the UNION.

**Section 2. Dues Check Off** Upon receipt of a voluntary authorization form signed by an employee covered by this Agreement, the City will each month deduct from the employee's pay the amount owed to the UNION by such employee for UNION membership dues. Deductions will be made by the CITY from the first pay period of each month. Dues deducted by the CITY for any calendar month will be remitted to the designated financial officer of Michigan Council No. 25, AFSCME and AFL-CIO as soon as possible during the month after the payroll deductions have been made along with a list of names for which dues were deducted. The UNION agrees to hold the CITY harmless for any legal actions taken pursuant to this Section in reliance upon written instructions from the UNION.

**Section 3. Renewal** The voluntary authorization from referenced above shall state whether the signing employee is a UNION member, it shall remain in effect for one year from the date signed or until the expiration of the collective bargaining agreement, whichever comes first, and shall be automatically renewed for the same duration unless the signing employee revokes the authorization by notifying the CITY and the UNION in writing not more than 90 days and not less than 30 days before the expiration of the yearly period or the expiration of the collective bargaining agreement, whichever comes first.

**Section 4. Electronic Communications** The Employer agrees to communicate and provide the Union new member information (biannually) via transmission the following:

1. Member names
2. Addresses
3. Rate of Pay
4. Hire Date

## **Article 5** **Recognition of Employer Rights**

**Section 1. Rights of City** The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities, so long as its actions in doing so do not constitute violations of this collective bargaining agreement. Among the rights of the City, included only by way of illustration and not by way of limitation, are the rights:

- A. To determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services;
- B. To determine the nature and number of facilities and departments to be operated under their locations, (including the right to make decisions and determine the effects of decisions regarding construction, maintenance or acquisition of buildings and equipment; and the location, relocation or closing of buildings, offices, departments, divisions, buildings, or other facilities); and the City will operate work functions under the following departments: DPW & Cemetery will work in the "Public Service" Department Office staff will work under the "Clerical Department";
- C. To establish classifications of work and the number of personnel required;
- D. To direct and control operations;

- E. To maintain order and efficiency;
- F. To discontinue, combine, or reorganize any part of or all of its operations;
- G. To continue and maintain its operation as in the past;
- H. To study and used improved methods and equipment and outside assistance, whether in or out of the City's facilities; and
- I. In all respects to carry out the ordinary and customary functions of administration of the City.

The City shall have the right to hire, promote, assign, transfer, suspend, discipline, or discharge for just cause, lay-offs (lay-offs shall be solely based on the personnel needs of the City, economic resources of the City, and such other reasons common for lay-offs of municipal employees, including certification and licensure requirements), and recall personnel, to establish work rules and to fix and determine penalties for violation of such work rules provided that its actions in doing so do not violate specific provisions of this Agreement.

The failure or refusal of the Commission or City Manager to exercise any right, prerogative, or function under this Article shall not constitute or be interpreted as a waiver of any right, prerogative or function by the Commission or City Manager. Past practice shall not restrict, and shall not be used to interpret, limit or construe, the exercise of any City right.

In addition, there is reserved exclusively to the Commission and the City Manager all responsibilities, powers, rights, and authority vested in the laws and constitution of Michigan and the United States.

**Section 2. Reasonable Rules** The Union hereby agrees that the City retains the sole and exclusive right to establish and administer, without limitation, reasonable rules and regulations which it considers necessary and advisable for the safe, effective, and efficient operations of City services, so long as such rules and regulations do not violate specific provisions of this Agreement. The Union further acknowledges that any employee who violates or fails to comply with such rules and regulations shall be subject to discipline, up to and including discharge.

**Section 3. Bargaining Unit Work** Nothing contained in this Agreement shall be construed to in any way restrict management or supervisory employees from performing bargaining unit work in the same manner and to the same extent as such employees performed such work prior to this Agreement, or in order to supplement bargaining unit members in meeting community service needs and emergency situations.

**Section 4. Subcontracting** the parties to this Agreement recognize the Employer's obligation to provide municipal services that are responsive to community needs. The Employer shall have the right to subcontract work normally performed by bargaining unit employees for reasons including by way of example, but not limited to, the lack of adequate manpower, equipment, or expertise to provide services in a timely, efficient, or cost-effective basis, or the need to respond to community emergencies. The Employer shall not, however, exercise such right for the purpose of undermining the Union or discriminating against any of its members.

If the work in question is to continue for a period longer than six (6) months or is in lieu of a position previously held by a bargaining unit member, the Employer will open the position/job category for bidding at the six (6) month mark.”

In the case where such subcontracting shall result in the layoff of Union members, the Employer shall notify the Union of its intention to contract or subcontract bargaining work in advance of entering into a formal agreement with the contractor and, upon request made not later than seven (7) days from and after the date of notice to the Union, shall meet with the Union bargaining committee for the purpose of negotiating the impact of said contracting. In the event such negotiations result in impasse, such subcontracting actions shall not be subject to the grievance procedure.

**Article 6**  
**No Strike/No Lockout**

The Union agrees that during the life of this Agreement, neither the Union, its agents, nor members of the bargaining unit will authorize, instigate aid, condone, or engage in a strike, slowdown, or any other concerted interference with the operations of the Employer. The Employer agrees that during the life of this Agreement, neither the Employer, its agents nor supervisors, will authorize, instigate, aid, condone, or engage in a lockout of members of the bargaining unit.

Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or other prohibited activity as outlined above may be disciplined or discharged at the discretion of the Employer. It is understood that any dispute as to whether an employee or employees were, in fact, engaged in such prohibited activity may be resolved through the grievance procedure.

**Article 7**  
**Non-Discrimination/Prohibition of Sexual Harassment**

Neither the City of Buchanan nor the Union shall unlawfully discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or for activities protected by the Michigan Public Employment Relations Act, Elliott-Larson Civil Rights Act, or Michigan Handicappers' Civil Rights Act.

In conjunction with the City of Buchanan's policy of equal employment opportunity, the City and the Union are committed to maintaining a work environment free from sexual harassment. The City and Union are committed to having **an environment** free of sexual conduct that causes or reasonably could be considered to cause an intimidating environment. The City and Union recognize that all employees are responsible for maintaining a proper work environment, and they must conduct themselves in a manner that is sensitive to the types of behavior that may be personally offensive to others. Employees who perceive themselves to be the objects of such conduct shall have a responsibility to report the situation to their Department Head or the City Manager.

**Article 8**  
**Grievance Procedure**

**Section 1. Definitions** A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement. Whenever used in this Article, the words "regular scheduled working day" shall mean Monday through Friday, excluding any holidays specified in this Agreement.

**Section 2. Grievance Procedure** Before implementing the grievance procedure, employees must first discuss any grievance with the Department Head within five (5) regularly scheduled working days after the occurrence of the event(s) upon which the grievance is based. The employee may request the presence of the Steward at such discussion. The Department Head will provide the employee with an oral response within two (2) working days after the initial discussion. If the grievance is not resolved by the Department Head's oral response, a grievance may be reduced to writing and resolved in the following manner:

**Step One:** If the grievance is not resolved by oral discussion with the Department Head, the grievance shall be submitted in writing to the Department Head within ten (10) regularly scheduled working days after the oral response for the Department Head. The written grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date the incident or alleged violation took place, and the section or sections of the Agreement involved.

The grievance shall be signed by the employee filing the grievance and by the Steward. The Department Head shall give his written answer to the Steward within five (5) regularly scheduled working days after the date of receipt of the written grievance.

If the Department Head's written answer is considered satisfactory by the Union, **the** Steward shall so indicate on a copy of the original grievance form, signed and returned to the Department Head.

**Step Two:** If the grievance has not been settled in Step One, the Unit President may appeal the grievance to the City Manager within ten (10) regularly scheduled working days of receiving the Department Head's written response. The City Manager and up to two (2) additional City representatives designated by the City Manager shall meet with the Union business agent and Unit President and employee within seven (7) regularly scheduled working days thereafter to discuss the grievance. The City Manager shall give his written answer to the Unit President within seven (7) regularly scheduled working days after such meeting.

If the City Manager's written answer is considered satisfactory by the Union, the Unit President shall so indicate on a copy of the original grievance form, signed and returned to the City Manager.

**Step Three:** If the grievance has not been settled in Step Two, the Union and for the City may submit such grievance to advisory arbitration, provided such submission is made within ten (10) regularly scheduled working days after delivery by the Employer to the Union of the second step answer. The request for advisory grievance arbitration must be submitted to the Michigan Employment Relations Commission for resolution in accordance with its arbitration rules then in existence, with a copy of the request for arbitration provided to the other party. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. No award recommended by the arbitrator shall be retroactive more than twenty (20) working days prior to the time the grievance was first submitted-in writing. The expenses and fees of the arbitrator shall in all cases be **equally shared by both parties.**

**Section 3. Time Limits** Grievances not filed or appealed within the designated time period shall be considered withdrawn. Grievances not answered by management within the designated time limits may be appealed to the next step within seven (7) regularly scheduled working days after expiration of the applicable time period within which the Employer is entitled to respond to the employee's grievance. The time limits established in the grievance procedure may be extended by mutual agreement in writing. **Timely extension request shall not be unreasonably denied.**

**Section 4. Grievance Discussion or investigations** It is understood and agreed that the Employer shall not be required to pay for employee time spent investigating or processing grievances, but when any meeting is set by the Employer or by mutual agreement during working hours, the employees will be paid.

## **ARTICLE 9** **DISCHARGE AND DISCIPLINE**

**Section 1. Discharge and Discipline** In cases of discharge or discipline, a representative of management shall give prompt **written** notice thereof to the employee and the employee's Steward or other Union representative. Such notice shall be **acknowledged by the Union** in writing within three (3) working days following the day of discharge or imposition of discharge or imposition of discipline, excluding Saturday, Sunday, holidays, and the day of occurrence. In cases of letters of warning, such letters shall be given to the employee affected and a copy thereof to such employee's Steward or other Union representative.

### **Section 2. Action for Discipline**

- a. In imposing any discipline on a current charge, management will not take into account any prior infractions which occurred more than eighteen (18) months previously, provided the employee is not subject to disciplinary action (excluding letters of warning), during the eighteen(18) month period, In the event an employee completes eighteen(18) months of service without a disciplinary action, letters of warning and/or suspensions over eighteen (18) months old shall be permanently removed from his personnel file upon written request to the City Manager.
- b. Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other information filed by any employee, citizen, supervisor, or any other City officer or department in the employee's personnel record which related to, is, or may be made the basis for disciplinary-action up to and including discharge of such employee by the City. The Provisions of the Employee Right to Know Act (Act 397 of P.A. 1978) shall apply to City personnel records.

**Section 3. Discipline Procedure** The following procedure shall be followed when an employee is given written notice from management that he/she is discharged, or suspended without pay.

- a. If the employee elects to file a grievance, he shall file the grievance in accordance with the provisions of the grievance procedure.

**Section 4. Management's Responsibility** If Management has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles. Upon request, a copy of disciplinary action will be given to the employee and Union representative.

**Section 5. Investigatory Interview** In the event a complaint is made against an employee or where any investigation is conducted which may result in disciplinary action, the following procedures shall apply:

- a. If, during the investigation, an employee is requested to appear before a member of management, he/she shall be fully advised of the nature of the investigation and that the investigation may result in disciplinary action.
- b. When an employee is questioned under this section, he/she shall be informed of his/her right to Union representation. Should the employee waive such right, he/she shall sign a waiver form so indicating and copies will be given to the employee and the Union.
- c. Upon request of the employee for Union representation, such request shall be granted and the Union shall immediately provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present.
- d. The employee shall be required to answer questions relating to his/her performance or conduct as an employee of the City as it relates to the investigation. Refusal to answer such questions may result in disciplinary action, up to and including discharge.

## **Article 10** **Seniority**

**Section 1. Probationary Period** All new employees will be probationary for their first twelve (12) months of employment. A probationary employee who is absent from work for a period of time in excess of five (5) days shall have his or her probationary period extended by a period of time equal to his or her absence.

The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which would qualify him for regular employee status,

During the probationary period, the employee shall be on a trial basis, shall have no seniority, and may have his employment terminated without regard to his relative length of service or the grievance procedure. Upon successful completion of the probationary period, the employee shall have his or her name added to the seniority list as of the date he was employed.

**Section 2. Definition of Seniority** Seniority shall be defined as an employee's length of continuous service with the Employer's Water Department, Wastewater Treatment Department, Public Services Department or in a clerical position covered by this Agreement since his last hiring date. Continuous service is defined as that time actually spent on the active payroll of the Employer or on an approved leave of absence. "Last Hiring Date" shall

mean the date on which the employee was hired and since which his/her seniority has not been terminated for any of the reasons set forth in Section 4 of this Article.

**Section 3. Seniority List** The names of all bargaining unit employees shall be listed on the seniority list in order of their last hiring date, and shall be provided to the Union when requested.

**Section 4. Termination of Seniority** An employee's seniority shall terminate for the following reasons:

- a. If he quits, retires, or is discharged where the discharge is not reversed.
- b. If when he has been recalled to work following a lay-off in accordance with Section 6 of this Article, he refuses or fails to return to work within seven (7) regularly scheduled working days after written notice to the Union and seven (7) regularly scheduled working days after written notice by certified mail of such recall is sent to his last address on record with the Employer,
- c. If he fails to return to work immediately upon the expiration of an approved leave of absence, unless such failure to return is due to circumstances for which the Employer would normally grant a regular employee sick leave or bereavement leave, and unless the Employer is informed of the employee's ability to return not later than thirty (30) minutes after the start of his first scheduled shift.
- d. If he has been laid off for a continuous period of fifteen (15) consecutive months or an amount of time equal to his seniority, whichever is shorter,

**Section 5. Lay-Off Procedure** If it is necessary for the City to reduce its workforce in one or more job classifications covered by this contract, employees within each effected job classification shall be laid off in inverse order of their seniority, providing that the remaining employees have the necessary qualifications and present ability to perform the available work in the classification. A laid-off employee shall have the right to displace ("bump") a lower seniority employee in any other job classification covered by this Agreement, provided:

- a. That the employee to be displaced holds a position of an equal or lower pay grade than the laid-off employee;
- b. That the laid-off employee has, at some time during his period of seniority with the Employer, held a regular full-time or part-time position in the job classification that he seeks to "bump" into;
- c. That the laid-off employee presently possesses the physical ability to perform the job function of the position in question, as well as the knowledge, skills, abilities, and relevant licenses or certifications to satisfactorily perform the job functions of the position in question, without needing additional training; and
- d. That the laid-off employee exercises such bumping rights within five (5) working days of being informed of the Employer's intent to lay him off.



- e. An employee who, through use of his bumping rights, accepts a position with a lower range, shall be assigned a wage step in his new pay range that is the same step he held in his previous range. Thus, an individual bumping from Wage Range 3, Step 2, down to Range 2 shall have his wage set at Range 2, Step 2.
- f. In cases where two (2) or more employees in the same job classification possess equal seniority, the Employer may designate, at its sole discretion, which of those employees is to be laid off as a result of a reduction in the number of employees in that classification.

**Section 6. Recall Procedures** Employees with seniority shall be recalled on the basis of applying the above procedure in reverse order, i.e., most senior employee being recalled back first, provided he has the necessary qualifications and the present ability to perform the available work. Notice of recall shall be sent to the employee at his last known address on record with the Employer by certified mail. An identical notice shall be served on the Unit President on the same date.

**Section 7. Permanent Job Classifications** When and if the Employer determines that it is necessary to create a permanent new job classification or effect a substantial change in an existing job classification, it shall set the rate of pay therefore, establish or amend the job description, and advise the Union as to both. The Union shall have the right to negotiate with the Employer with respect to rate of pay established for such new or substantial changes to the permanent job classification, provided that the Unit President presents the City with a written request to enter into such negotiations within five (5) regularly scheduled working days after such notice given to the Union.

**Section 8. Posting of Position Vacancies** When it is necessary to fill a new job classification or a vacancy in an existing job classification in the bargaining unit, the Employer shall post such opening along with a statement of the qualifications for the position and the division and shift where the vacancy occurs for a period of seven (7) regularly scheduled working days prior to the application deadline. Such vacancy may also be advertised for outside applicants.

It is recognized by the parties to this Agreement that the Employer must strive in all cases to hire those individuals who, in its judgment, represent the best qualified applicants for any position vacancies. Selection criteria for any position vacancy shall, therefore, be established at the sole discretion of the Employer. The Employer agrees that in evaluating applicants for City employment, it shall not discriminate against current employees. In cases where one or more current City employees seek a posted vacancy and meet all qualifications for the position in question, the City shall hire the best qualified current City employee making application for that position unless a non-employee possesses job qualifications which are superior to those of all internal applicants in light of the selection criteria established by the Employer.

**Section 9. Trial Period** When any current employee applies for and is awarded a different position with the Employer, he/she shall serve a probationary period of ninety (90) work days, except in cases where an employee is awarded a different position within his/her same department, in which case said probationary period shall be sixty (60) work days. Any regularly scheduled work days during which the employee is absent from work shall not be counted toward the designated probationary period.

In the event an employee applies for and is awarded a different job with the Employer and decides during this probationary period in that position that he wishes to return to his former position, he may so elect and, on written request, shall be returned to his former position and pay grade that he held immediately prior to his promotion. Likewise, if the Employer determines that such an employee, during his probationary period, is unable to satisfactorily meet the requirements of the position to which he has been promoted, it may terminate his employment in that position but shall allow him to return to the position and pay grade that he held prior to his promotion.

In cases of the Employer returning an employee to his former position, the employee shall have a right to grieve only if such action by the Employer is arbitrary and capricious.

**Section 10. Transfer** Recognizing that the service needs of the Employer change from day to day and season to season, the Employer shall have the right to transfer an employee from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The Employer shall also have the right to transfer an employee from one job classification to another to fill a vacancy or to take care of unusual conditions or situations which may arise.

When the City needs to transfer an employee to another position, it will first seek volunteers starting with the most senior qualified employee; taking into account certifications and/or licenses. If no volunteers are forthcoming, the City can transfer an employee of its choosing.

It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred. Any employee temporarily transferred to a job classification with a higher maximum pay rate in accordance with the provisions of this section shall be paid the applicable wage rate for the higher paying job classification. Any employee temporarily transferred to a job classification with a lower maximum pay rate, in accordance with the provisions of this section, shall continue to be paid his regular wage. Management has the right to utilize employees from either the "Public Services" Department when needs arise from time to time at no wage change.

**Article 11**  
**Leaves of Absence**

**Section 1. Personal Leave of Absence** The Employer may grant a leave of absence for personal reasons without pay and without loss of seniority to an employee who has completed his probationary period, provided that such employee can be spared from his work and provided that there is good cause for the leave. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar days and may be extended by the Employer, on written request of the employee, for additional periods up to thirty (30) calendar days each.

**Section 2. Funeral Leave** Regular full-time employees shall receive the amount of pay they would have received on a regularly scheduled work period, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. The payment shall not be made for any of such three (3) days on which the employee, for any other reason, would have been absent from work. The three (3) days shall be three (3) consecutive working days, the last of the three (3) days being no later than the day following

the funeral. To be eligible for such pay, the employee must notify the Employer as soon as possible of the necessity for such absence.

Employees shall also be allowed use of two (2) accrued vacation **or sick** days and two (2) accrued personal days or two **(2) days** unpaid leave in addition to the above described paid funeral leave in the event of a death in their immediate family. Employees shall also be allowed to use one (1) vacation day or one (1) personal day or one (1) day of unpaid leave to attend the funeral of any relative not among those already listed as immediate family as defined herein.

Immediate family is to be defined as the employee's current spouse, child, step-child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, or any other relative residing in the employee's household.

Employees requesting use of a personal day, compensatory time day, or vacation day to attend the funeral of an aunt, uncle, niece, nephew, or cousin shall not be denied use of such leave time. Also, the City will advance a personal day from his/her next allotment of personal leave days to any employee who wishes to attend the funeral of any above- listed relative but lacks the available time.

**Section 3. Leave of Absence for Jury Duty** A regular employee shall be granted a leave of absence with pay up to a maximum daily rate of eight (8) hours at his straight- time hourly rate in order to serve required jury duty. In such cases, all jury fees shall be signed over to the Employer excluding mileage. In order to receive the payment referred to above, an Employee must give his Department Head prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he performed such jury duty on the days for which he claims such payment.

In the event that the employee is excused from jury service on any day before 1:00 p.m., he must return to work for the balance of the work day in order to receive any City pay for the day. This paragraph shall not apply in cases where the employee is serving jury duty at a location outside of Berrien County.

**Section 4. Military Leave** The Employer agrees to abide by applicable federal and state law with regard to leaves of absence for military leave.

**Section 5. Child Care Leave** Employees will be allowed to take, without pay, without accrual of retirement credit or benefits, and without loss of seniority, a leave of absence of up to six (6) weeks following the birth or adoption of a child for child care purposes. Any disability associated with pregnancy or childbirth will be treated the same as any other illness or disability under the sick leave provisions of this contract.

**Article 12**  
**Medical Examinations**

The Employer may require any of its employees to submit to a medical examination at such times as it may deem necessary. Examinations shall be paid for by the Employer and shall be made by a licensed physician designated by the Employer. Should such medical examination reveal the physical or mental unfitness of the employee involved to perform his duties, the employee involved may be granted a leave of absence.

Recognizing that the City affords employees the benefits of paid sick leave, workers' compensation, and unpaid leaves of absence, the City shall be under no obligation to provide "light duty" employment to employees who are temporarily unable to meet all the requirements of their job classifications due to any physical or mental unfitness as described above.

**Article 13**  
**Hours of Work and Pay Periods**

**Section 1. Hours of Work and Shifts** The normal hours of work for all full-time employees shall average forty (40) hours per week. Nothing in this contract, however, shall be construed as a guarantee of the herein referred to hours per week or pay per week. Specific work schedules will be set by the Department Head who may modify work schedules at his discretion to meet public service needs.

**Section 2. Weekend Scheduling** The City reserves the right to schedule Saturday and Sunday as a regular work day in order to better meet public service needs or comply with requirements imposed by government agencies. Employees shall be paid at their regular straight-time rate for work performed on Saturdays and/or Sundays unless such weekend work results in their qualifying for overtime compensation, consistent with the standards set forth in Article 14-Wages and Overtime.

In those instances where the City deems it necessary to assign employees to work on Saturday and/or Sunday as a normal work day, it shall first seek volunteers from among the employees in the effected job-classifications to work on the weekend day(s) in question. If sufficient volunteers are not obtained to meet the City's staffing needs for the weekend period(s) in question, then individuals within the subject job description shall be assigned by their Department Head to such weekend work, such assignments to be made in inverse order of their seniority. In instances where the City must assign employees to work Saturday and/or Sunday as a normal work day, without overtime compensation, the City shall be required to so inform such employees at least 48 hours in advance of implementing such assignments. Provided, however, that the City and the Unit President may mutually agree to waive this right of notice.

When such weekend scheduling shall be necessary for a period in excess of twelve (12) consecutive weeks, the Employer agrees that the City Manager shall meet with the Union bargaining committee for purposes of discussing the impact of such scheduling on the employees involved. This paragraph shall not apply to weekend scheduling arrangements in effect prior to the effective date of this contract at the Wastewater Treatment Plant.

**Section 3. Starting Time** Whenever the Employer deems it necessary to change the starting hour of the normal work day, the Employer shall furnish all affected employees and the Unit President with written notice of said modification at least two (2) days in advance of implementing said modification. Provided, however, that the City and the Unit President may mutually agree to waive this right of notice.

**Section 4. Work Week and Pay Period Computations** For purposes of this Agreement, the work week shall begin at 12:01 a.m. Thursday morning and end at midnight on Wednesday and the work day shall be a calendar day.

The Employer's pay period shall contain two full weeks with paychecks to be distributed to employees during their work shift on the Friday following the Wednesday on which the pay period ends.

**Section 5. Lunch and Break Periods** Employees at City Hall will be allowed a one (1) hour lunch break without pay at or near the midpoint of the scheduled day with the exact time to be set at the discretion of the supervisor. Employees of the other departments covered by this Agreement will be allowed a thirty (30) minute lunch break without pay at or near the midpoint of the scheduled day with the exact time to be set at the discretion of the supervisor. All employees shall be entitled to a fifteen (15) minute paid break during the first half of the shift and a fifteen (15) minute paid break during the second half. The times and locations for morning and afternoon breaks are to be set at the discretion of the supervisor,

It is understood and agreed that the timing of such breaks may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job being performed has been completed.

**Section 6. Overtime Assignments** When the Employer determines that it is necessary or desirable for overtime hours to be worked, it will first attempt to fill such work hours by seeking qualified volunteers from within the job classification normally responsible for this work, the bargaining unit starting with the employee with the least number of overtime hours worked, and up to the employee with the most overtime hours worked. If a sufficient number of qualified employees do not volunteer for this work, the Employer can then request qualified volunteers from other classifications within the category (e.g. either laborer or clerical/administrative) beginning with the least overtime hours worked. If a sufficient number of qualified employees do not volunteer for this work, the employer may require bargaining unit members to perform the overtime work. This will begin with the qualified employees in the classification affected with the least seniority and progress to the senior employee. When the Employer determines that there is an emergency, or an immediate need for such work to be performed, the employer may require all available employees to perform the work, or may utilize other means to have the work performed. If employees are on a project at the end of a shift and there is a need to work overtime to complete the project, those employees can stay over regardless of hours previously worked. Employees who cannot be reached or who turn down overtime offered will be charged on the record the same number of hours worked by the employee(s) performing the work, unless they were on normal leaves, (sick leave, vacation, bereavement, comp time, and personal business leave.)

**Section 7. Compensatory Time** Employees who are required to work overtime may elect to receive compensatory time in lieu of pay for up to a forty (40) hour accumulative bank. This accumulative bank of compensatory time may exceed forty (40) hours each year if mutually agreed to by the Employer and employee. This compensatory time shall be credited at the rate of one and one-half (1 1/2) hours for every one (1) hour of overtime worked. **On the last pay period in November**, employees shall be paid in cash for any unused accrued compensatory time, reducing their compensatory time to zero.

The scheduling of compensatory time off shall be arranged in advance by the employee and their department foreman. A request for the use of compensatory time off, except for funeral

leave per Article 11, Section 2, may be denied or cancelled if it would unduly disrupt City operation.

**Section 8. Call-in Pay** Employees called in for work at times outside their normally scheduled shifts shall be guaranteed a minimum of two (2) hours pay. Such call-in time shall be counted as “hours worked” for purposes of determining overtime eligibility as discussed in Article 14, Section 3. Water operators shall receive a set “call-in stipend” of two (2) hours pay per week to compensate for remaining “on call” for water issues/alarms, and addressing said issues/alarms, during non-work hours.

**Article 14**  
**Wages and Overtime**

**Section 1. Wage Schedule** For the life of this Agreement, the wage schedules set forth in Appendix “A” attached hereto and by this reference made a part hereof, shall remain in full force and effect.

**Section 2. Placement of Employees Within Wage Schedule** Newly hired probationary employees in those job classifications contained in Appendix A shall commence work with the City assigned to Step 1 or 2 of their identified wage range, “unless the position is required by the state to hold a certain level of license in order to maintain lawful compliance, i.e., “B” certification for wastewater or “S2/D2” for Water Dept.,” with such placement to be determined exclusively by the City Manger taking into account the new hire's qualifications.

Upon successful completion of his probationary period, each new hire shall be eligible for a wage increase of one full step within his position's wage range, with said increase to take effect on the July 1<sup>st</sup> following successful completion of the probationary period. This increase shall be based on a merit review (performance evaluation) by the employee's supervisor and shall be at the discretion of the City Manager. Thereafter, such employees shall be eligible for consideration of further merit increases of one step per year based on a merit review conducted by their supervisor on or around July 1<sup>st</sup> of each year following the end of their probationary period.

Employees shall be granted a step increase if their written performance evaluation rates their performance to be satisfactory or better. In the event that an employee's written performance evaluation results in his performance being rated unsatisfactory, his step raise shall be denied. However, the Employer shall state in writing the reasons for the unsatisfactory rating and shall perform a second written evaluation of the employee's performance three (3) months thereafter. At the discretion of the City Manager and Supervisor, a satisfactory rating on that second evaluation shall make the employee eligible for his step increase effective with the date of said second evaluation.

**Section 3. Overtime** Overtime will be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours worked in excess of forty (40) hours per week, computed to the nearest tenth (1/10) of an hour. Time off for excused absences including sick leave, vacation leave, bereavement leave, jury duty, and holidays shall be counted as “hours worked” for purposes determining an employee's eligibility for overtime pay in a given pay period.

**Article 15**  
**Vacations**

**Section 1. Eligibility and Allowance** Vacation time shall be earned and used on an anniversary year basis. Full-time permanent employees shall be entitled to paid vacation in accordance with the following schedule:

<b><u>Completed Years of Continuous Service</u></b>	<b><u>Vacation Hours</u></b>
<b>After 6 months of Employment</b>	<b>Twenty-four (24) Hours</b>
One (1) Year	Forty (40) Hours
Two (2) — Five (5) Years	Eighty (80) Hours
Six (6) — Eleven (11) Years	One Hundred Twenty (120) Hours
Twelve (12) or More Years	One Hundred Sixty (160) Hours

**Section 2. Procedure** The time at which an employee shall take his or her vacation shall be determined by the Department Head with due regard to the wishes of the employee and particular regard for the needs of the department. Sufficient advance notice of not less than two (2) weeks shall be given to the Department Head or his designee to allow him to make the vacation schedules and to arrange working schedule accordingly. All vacation leave shall be requested in writing on a form provided by the City.

Employees may take up to two (2) days of annual vacation leave in half day (four hour) increments; all other vacation days shall be taken in full day (eight hour) increments.

The year shall be divided up into two (2) six (6) month periods for the purpose of scheduling vacation. April 1<sup>st</sup> through September 30<sup>th</sup> shall be known as the summer schedule. October 1<sup>st</sup> through March 31<sup>st</sup> shall be known as the winter schedule.

Any employee electing not to request his or her vacation leave before the dates specified above may take his or her request on a first come, first serve basis.

In cases where one or more regular City paydays are scheduled to occur during an employee's approved vacation leave for three (3) days or more, the employee may receive his paycheck for such payday(s) at the end of his last regularly scheduled work day prior to vacation.

**Section 3. Termination of Employment** Upon an employee's termination of employment, except where such termination is for misconduct and except in cases where an employee fails to give two (2) weeks' notice of his resignation, an employee shall be paid an amount representing his unused vacation time earned as of his last anniversary date, computed at his final hourly rate of pay. For an employee who dies after completing his probationary period, his designated beneficiary shall be entitled to receive pay for the employee's unused vacation time.

**Section 4. Forfeiture of Unused Vacation Time** Unused vacation leave may not be carried over past an employee's anniversary date nor shall employees receive compensation for unused vacation leave, except as provided for in Section 3 above, and except in instances where previously approved vacation leave time is cancelled by the Employer within ninety (90) calendar days prior to the employee's anniversary date and it is not possible for the Employer and employee to reach an agreement on use of all of the employee's vacation leave prior to his anniversary date. In the latter case, the employee shall be eligible to receive cash compensation for his unused vacation leave payable at the next regular payday following his

anniversary date, or the employee may elect to carry over said unused vacation leave for up to ninety (90) days past his anniversary date.

**Article 16**  
**Holidays and Personal Leave Days**

**Section 1. Definition** The following days are designated as holidays under this Agreement:

- New Year's Eve Day
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Good Friday
- Employee's Birthday
- Three (3) personal days

If any of the above holidays occur on Saturday, the holiday shall be recognized by the City as occurring on the preceding Friday. If any of the above holidays occur on Sunday, the holiday shall be recognized by the City as occurring on the following Monday. Consecutive holidays (such as Christmas Eve Day and Christmas Day or New Year's Eve Day and New Year's Day) which fall on a Friday and Saturday, or on a Saturday and Sunday, or a Sunday and Monday shall be recognized as occurring on the Friday before and the Monday after the weekend.

Martin Luther King's birthday is not recognized as an official City holiday. However, the City agrees to grant the use of an accrued personal leave day or an accrued vacation day to any employee requesting to use such a leave day for observance of the Martin Luther King holiday.

**Section 2. Holiday Pay** Employees who are regularly scheduled to work on a day that is recognized by the City as a holiday, but not required to work, shall continue to receive their regular salary. Employees scheduled to work on a day that is recognized by the City as a holiday and who are required to work shall receive in addition to holiday pay, one and one half (1½ ) times their regular straight-time hourly rate of pay for each hour actually worked on the holiday.

Double-time will be paid to employees for holidays, unless part of regularly scheduled work (when called in).

**Section 3. Eligibility for Holiday Pay** In order to receive holiday pay, an employee must have completed six (6) months of employment and must actually work on his last scheduled work day before the holiday and first scheduled work day following the holiday, unless his failure to work on such a day is due to a regularly scheduled vacation leave, personal day, sick leave, or bereavement leave. Employees scheduled to work on a holiday must actually work the holiday to receive holiday pay.



**Section 4. Holidays During Vacation** when a holiday occurs during an employee's regular vacation period, such employee's vacation leave bank shall not be charged for that day.

**Section 5. Eligibility for Personal Day** Employees shall receive one (1) personal leave day upon completion of six (6) months and three (3) personal leave days per year on July 1st. Unused personal days may not be carried over past June 30 of the following year, nor shall employees under any circumstances be entitled to cash compensation for unused personal days. All three (3) personal days may be taken in two (2) hour increments.

**Article 17**  
**Sick Leave**

**Section 1. Accrual and Use of Sick Leave**

- A. It is agreed that employees shall earn and be granted a sick leave of absence with pay under the following conditions and qualifications:
1. After completion of six (6) months of employment, an employee shall be credited with five (5) days of sick leave and shall be credited with sick leave at a rate of ten (10) days per year, accrued on a bi-weekly basis, thereafter. The accumulation of sick leave is unlimited.
  2. All payments for sick leave shall be made at the employee's rate of pay when he takes his sick leave.
  3. In the event of death or when an employee retires at a time when he is eligible to receive monthly retirement benefits under the current retirement policy in effect with the City, an employee or designated beneficiary may convert to cash and draw up to thirty (30) days of any accumulated sick leave.
- B. To qualify for sick leave payments, the employee must report his intended absence to his supervisor not more than thirty (30) minutes after the start of his scheduled shift unless it is established that the employee was unable to contact the Employer.
- C. A doctor's certificate will be required for all sick leave when an employee is absent for any period exceeding three (3) consecutive days. Upon request, the employee may be required to justify his use of sick leave when it appears from the use of sick leave that said employee is abusing his sick leave benefits. If abuse is found, the employee may be disciplined. When an employee is incapacitated as a result of an injury arising out of and in the course of his employment for which he is eligible to receive worker's compensation benefits, he may use his sick leave credits so that when combined with his worker's compensation benefit, he will continue to receive his regular pay.
- D. Accumulated sick leave may be used if a member of the employee's immediate family is ill. The Employer shall have the right to require a physician's note before granting such leave.

An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in the service of another employer or while working in the capacity of a private contractor to another party.

**Section 2. Bonus for Non-Use of Sick Leave** An additional personal leave day shall be granted to any employee who does not utilize sick leave during any period of six (6) consecutive months. The employee shall receive written notice of the award of such a bonus personal day from the city's payroll department. Such additional personal leave day must be used by the employee within twelve (12) months of such written notice of award, or it shall be forfeited.

**Section 3. Sick Leave Payout** Upon an employee's resignation or retirement from the City, as long as no abuse of sick time has occurred the employee will receive a maximum of two-hundred forty (240) hours if accrued. Employees terminated for just cause from employment with the City forfeit any payout of sick leave.

**Section 4. Abuse of Sick Leave** Incidents of sick leave, regardless of the increment used, that exceeds three instances not covered by a doctor's slip during a six (6) month period will require substantiation of all sick leave uses for the next six (6) months and that failure to substantiate will result in no compensation, leave without pay, during that six (6) month period and potential disciplinary action if abuse is suspected without a doctor's slip of being sick.

**Article 18**  
**Miscellaneous**

**Section 1. Insurance** The City presently offers health and life insurance to all full-time regular employees.

- A. **Hospital — Medical** All full-time employees, upon commencement of work, are required to enroll in the Employer's health plan unless they can furnish proof that they are covered by a spouse's plan.

If an employee is covered by other health insurance and so elects, that employee, upon proof of such other coverage, will be paid every six (6) months in arrears fifty (50%) percent of the cost of his health insurance premium cost by the City.

The Union will accept and the City agrees to pay a monthly City contribution for health insurance in an amount equal to eighty (80%) percent of the employee's health insurance premium, toward the City's insurance plan, Blue Cross Blue Shield HAS Gold 2700 or equivalent.

- B. **Life Insurance.** The City agrees to provide all employees with term life insurance coverage in the amount of \$30,000.00 per employee throughout the term of this Agreement. A certificate of life insurance shall be provided to each employee.
- C. **Vision Care.** The Employer will provide vision care to eligible employees. The City will pay 80% of the monthly premium and the employee's will contribute 20% toward the monthly premium.

**Section 2. Uniforms** The Employer shall continue the policy it has prior to the execution of this Agreement regarding the furnishing of work uniforms. In turn, employees shall be required to wear such uniforms whenever on the job.

Employees shall be reimbursed up to two hundred fifty (\$250) dollars each year for the purchase of safety footwear, blue jeans and winter jackets for Water/Wastewater and Public Service employees. The City will also provide up to two hundred (\$200.00 dollars each fiscal year for City approved uniforms, of your choice, including short sleeve shirts, long sleeve shirts, sweatshirts, etc. that is needed to perform assigned job duties, including office clerical union members.

**Section 3. Bulletin Board** The Employer shall provide a bulletin board for each department on which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

**Section 4. Address and Telephone** All employees shall provide the Employer with their current address and telephone number and any change therein. The Employer agrees to provide the Union with copies of the names and addresses on record whenever so requested by the Unit President.

**Section 5. Copies of Agreement** The Employer agrees to provide to each employee a copy of this Agreement.

**Section 6. Travel on City Business** Employees who are obligated to travel in the performance of their duties on City business will be reimbursed the amount of their expenses for transportation, meals, lodging, and other incidental expenses necessary in such travel, in accordance with policy guidelines established by the City. Employees who drive their personal cars on City business will receive mileage allowance based on the current IRS standard rate. In order for an employee to be given an allowance for necessary expenses, it must first be authorized by the employee's Supervisor.

**Section 7. Time Clocks and Docking** The Employer reserves the right to utilize time clocks and to require that employees punch such clocks on arriving at work at the beginning of their shift, on leaving work at the beginning of their unpaid lunch period, on returning from their unpaid lunch period, and on leaving work at the end of the shift.

Employees punching in late for their regular shift or on returning to work after lunch without their department head's advance approval may be docked for one-tenth (1/10) of an hour or portion thereof (to the next six (6) minute increment).

**Section 8. Union Leave** The Employer agrees to grant eight (8) hours of in-service which may be used in accordance with the following guidelines, namely:

- A. Attendance at meetings of the AFSCME for the purpose of conducting official AFSCME business, including conventions, workshops, school, and other similar activities related to the representation of the employees covered by this Agreement.
- B. Not more than one (1) person from the bargaining unit may be granted Union leave at a time.

- C. A request for a leave shall be made in writing not less than ten (10) working days prior to the leave.
- D. Limited to eight (8) hours - once per calendar year.

**Section 9. Leave, Transfer, and New Hire Notification** Whenever a leave, transfer, or new hire occurs, City Hall will notify the Union President within five (5) business days of the occurrence. Leave information will include leave dates only.

**Section 10. Entire Agreement** During negotiations, each party had the right to make proposals with respect to all bargainable matters. This Agreement sets forth the full agreement between the parties. During the life of this Agreement, neither party shall require the other to engage in further collective bargaining as to any matter whether or not mentioned in this Agreement, even though such matter(s) may or may not have been known or contemplated by the parties during negotiations for this Agreement or at the time of execution or ratification of this Agreement.

**Section 11. Supplemental Agreements** All supplemental agreements or letters of understanding modifying or amending this Agreement shall not be binding or enforceable unless reduced to a signed, dated writing that is duly ratified by the Union and the City Commission.

**Section 12. Validity** If any parts of this Agreement are found to be illegal, such finding of illegality shall not in any way affect the enforceability of any other parts of this Agreement.

**Article 19**  
**Pension**

The City shall provide employees with pension benefit B-2, as defined by the Michigan Municipal Employees Retirement System.

The employee contribution for pension purposes shall be five (5%) percent of all wages.

**Article 20**  
**Part-Time Employees' Benefits**

If, during the term of this contract the Employer hires permanent, part-time employees into a position covered by this Agreement, the Employer shall notify the Union Steward in advance of such hiring and the parties shall thereafter meet at a mutually agree upon time but under no circumstances later than two (2) weeks after the date of notice to the Union and shall negotiate with regard to wages and other terms and conditions of employment for the new employees.

**Article 21**  
**Non-Applicability of Personnel Policy**

This Agreement shall pre-empt the City's general personnel policy.

**Article 22**  
**Non-Renewal**

This Agreement shall not automatically renew as of its expiration date. In the absence of a new collective bargaining agreement following the expiration of this Agreement, the terms of this Agreement may be extended only upon written agreement of both parties.

**Article 23**  
**Severability and Savings**

If any Article, Section, paragraph, or clause of this Agreement or any riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article, Section, paragraph, or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article, Section, paragraph, clause to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby

In the event that any Article, Section, paragraph, or clause is held invalid or compliance with or enforcement of which has been restrained as above set forth, the parties affected thereby shall promptly enter into collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph, or clause during the period of invalidity or restraint.

**Article 24**  
**Longevity Schedule**

A separate longevity paycheck will be issued with the first payday of the employee's anniversary date, based on years of service, and will be determined using each employee's anniversary starting date of full-time uninterrupted employment.

5 years of service	\$100.00
6 years of service	\$115.00
7 years of service	\$130.00
8 years of service	\$145.00
9 years of service	\$160.00
10 years of service	\$175.00
11 years of service	\$190.00
12 years of service	\$205.00
13 years of service	\$220.00
14 years of service	\$235.00
15 years of service	\$250.00
16 years of service	\$265.00
17 years of service	\$280.00
18 years of service	\$295.00
19 years of service	\$310.00
20 years of service	\$325.00
21 years of service	\$350.00
22 years of service	\$400.00
23 years of service	\$450.00
24 years of service	\$500.00
25 years of service	\$550.00
Over 25 years of service	\$50.00 per year

**Article 25**  
**License Certification**

Anyone hired into the Water Department after July 1, 2012, must obtain the following licenses, or may be removed from the Water Department for “just cause” or may be terminated for their failure to obtain said licenses:

- 1. S-4/D-4 within the first two available attempts.
- 2. S-3/D-3 within the first two available attempts.
- 3. S-2/D-2 within four years.

It is agreed to that all certified operators receive an increase in hourly pay scale by:

Water Department Licenses Pay Scale-

S-4	40 cents per hour	D-4	40 cents per hour
S-3	40 cents per hour	D-3	40 cents per hour
S-2	\$1.15 per hour	D-2	\$1.15 per hour

Anyone hired into the Wastewater Department after July 1, 2012, must obtain the following licenses, or may be removed from the Wastewater Department for “just cause.”

- 1. “D” license within two years or first two available attempts.
- 2. “C” license within the first two available attempts after obtaining “D” license.

Wastewater Department Licenses Pay Scale for all employees:

D	80 cents per hour
C	80 cents per hour
B	\$2.30 per hour

CDL- Employees who are required to obtain, or retain a CDL “B” with airbrakes will be reimbursed for the cost of the CDL.

**Article 26**  
**Duration**

This Agreement shall be effective from July 1, 2021 and shall remain in force until 12:01 a.m. June 30, 2024. If either party desires to terminate, amend, modify, or alter this Agreement, such party shall, on or before the 90<sup>th</sup> day prior to said expiration date, serve written notice on the other party of a desire to terminate, modify, alter, or renegotiate this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this Agreement to be signed on the day and first above written.

CITY OF BUCHANAN

AFSCME EMPLOYEES

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Mark Williams, Staff Rep.

Signature Date: \_\_\_\_\_

**SALARY TABLE**

**AFSCME, AFL-CIO UNION SCALE**

<b>CLASSIFICATION</b>	<b>STEP 1 (07/01/21)</b>	<b>STEP 2 (07/01/22)</b>	<b>STEP 3 (07/01/23)</b>
BOOKKEEPER	\$ 39,707	\$ 43,804	\$ 49,400
POLICE ADMIN SEC	\$ 19.09	\$ 21.09	\$ 23.75
CLERK CASHIER			
WW PLANT OPER	\$ 41,204	\$ 45,510	\$ 51,209
WATER OPER	\$ 19.81	\$ 21.88	\$ 24.62
PUBLIC SERVICES 1 & 2			
WATER FOREMAN	\$ 43,909	\$ 48,942	\$ 54,808
SEXTON	\$ 21.11	\$ 23.53	\$ 26.35
PUBLIC SERVICE LEAD			
WW LEAD OPERATOR	\$ 45,510	\$ 50,190	\$56,513
	\$21.88	\$ 24.13	\$27.17

07/01/21 Water operators receive a two (2) percent base wage increase.

In year 2 and year 3 of the contract, any Bargaining Unit member at the top of the wage scale by July 1<sup>st</sup> of that year shall receive a three (3) percent base wage increase.



**Labor Agreement**

Between

*LOCAL 2757.11*

***AFSCME***

American Federation of State, County and  
Municipal Employees  
Local 2757.11

THE CITY OF BUCHANAN

Effective

July 1, 2018  
through  
June 30, 2021

**AGREEMENT**

This Agreement made this 6<sup>th</sup> day of June, 2018 effective the 1<sup>st</sup> day of July 2018, by and between the CITY OF BUCHANAN, hereinafter referred to as the "Employer", and Local 2757.11 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO, hereinafter referred to as the "Union".

**Article 1**  
**Purpose and Intent**

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing and providing proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives and among all employees.

In this Agreement, words in masculine gender shall be held to include either masculine or feminine gender.

**Article 2**  
**Recognition**

Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit described as:

All regular full-time and part-time Wastewater and Water Employees, Public Service Employees plus clerical employees including Deputy Clerk, Deputy Treasurer, Clerk/Cashier, Bookkeeper, and Police Administrative Secretary.

Excluding: Supervisors, seasonal and temporary employees, City Manager's Administrative Secretary, and all other employees of the Employer.

For purposes of this Article, seasonal or temporary employees shall be defined as employees hired for the summer or other definite, temporary period not exceeding six (6) months in any calendar year between April 15 and the Wednesday before Thanksgiving.

**Article 3**  
**Representation**

**Section 1. Collective Bargaining Committee.** The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than three (3) employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer.

**Section 2. Steward** The Employer agrees to recognize three (3) Stewards who shall be selected by the Union from employees covered by this Agreement who have seniority. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement.

**Section 3. Alternate Stewards and Collective Bargaining Committee Members**

Alternate Stewards and members of the Collective Bargaining Committee may be selected or elected by the Union member employees covered by this Agreement who have seniority. Alternate Stewards and alternate members of the Collective Bargaining Committee shall have the same rights, duties, limitations, and obligations as the regular Stewards or members of the Collective Bargaining Committee when acting as an alternate.

**Section 4. Identification of Union Representatives** The Employer shall be informed in writing of the names of the Stewards, members of the Collective Bargaining Committee, Alternate Stewards, and alternate members of the Collective Bargaining Committee, and non-employee representatives of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

**Section 5. Special Conferences** Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made, unless the parties should mutually agree to the discussion of additional items. The Union may be represented at special conferences by the Unit President, one Steward, and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

**Section 6. Bargaining and Special Conference Time** Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. To the extent possible, collective bargaining sessions and special conferences shall be scheduled outside of employees' normal work hours. Those instances where it is mutually agreed that collective bargaining sessions and special conferences are to be scheduled during employees' normal working hours, bargaining committee members shall be paid at their normal straight time rate of pay for all time lost from their regularly scheduled hours.

**Section 7. Union Visitation** A local or international representative of the Union will be permitted to visit the operation of the Employer during working hours to talk with the Unit President or representative of the Employer concerning matters covered by this Agreement; provided, however, the Employer shall be informed in advance of such visitation, and such visitation shall not interfere with performance of work by bargaining unit employees.

**Article 4**

**Union Security/Dues Check-off and Electronic Communication**

**Section 1. Union Security** All Employees in the bargaining unit may voluntarily join the UNION.

**Section 2. Dues Check Off** Upon receipt of a voluntary authorization form signed by an employee covered by this Agreement, the City will each month deduct from the employee's pay the amount owed to the UNION by such employee for UNION membership dues. Deductions will be made by the CITY from the first pay period of each month. Dues deducted by the CITY for any calendar month will be remitted to the designated financial officer of Michigan Council No. 25, AFSCME and AFL-CIO as soon as possible during the month after the payroll deductions have been made along with a list of names for which dues were deducted. The UNION agrees to hold the CITY harmless for any legal actions taken pursuant to this Section in reliance upon written instructions from the UNION.

**Section 3. Renewal** The voluntary authorization from referenced above shall state whether the signing employee is a UNION member, it shall remain in effect for one year from the date signed or until the expiration of the collective bargaining agreement, whichever comes first, and shall be automatically renewed for the same duration unless the signing employee revokes the authorization by notifying the CITY and the UNION in writing not more than 90 days and not less than 30 days before the expiration of the yearly period or the expiration of the collective bargaining agreement, whichever comes first.

**Section 4. Electronic Communications** The Employer agrees to communicate and provide the Union new member information (biannually) via transmission the following:

1. Member names
2. Addresses
3. Rate of Pay
4. Hire Date

## **Article 5** **Recognition of Employer Rights**

**Section 1. Rights of City** The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities, so long as its actions in doing so do not constitute violations of this collective bargaining agreement. Among the rights of the City, included only by way of illustration and not by way of limitation, are the rights:

- A. To determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services;
- B. To determine the nature and number of facilities and departments to be operated under their locations, the City will operate work functions under the following departments: DPW & Cemetery will work in the "Public Service" Department Office staff will work under the "Clerical Department";
- C. To establish classifications of work and the number of personnel required;
- D. To direct and control operations;
- E. To maintain order and efficiency;

- F. To discontinue, combine, or reorganize any part of or all of its operations;
- G. To continue and maintain its operation as in the past;
- H. To study and used improved methods and equipment and outside assistance, whether in or out of the City's facilities; and
- I. In all respects to carry out the ordinary and customary functions of administration of the City.

The City shall have the right to hire, promote, assign, transfer, suspend, discipline, or discharge for just cause, lay-offs (lay-offs shall be solely based on the personnel needs of the City, economic resources of the City, and such other reasons common for lay-offs of municipal employees), and recall personnel, to establish work rules and to fix and determine penalties for violation of such work rules provided that its actions in doing so do not violate specific provisions of this Agreement.

**Section 2. Reasonable Rules** The Union hereby agrees that the City retains the sole and exclusive right to establish and administer, without limitation, reasonable rules and regulations which it considers necessary and advisable for the safe, effective, and efficient operations of City services, so long as such rules and regulations do not violate specific provisions of this Agreement. The Union further acknowledges that any employee who violates or fails to comply with such rules and regulations shall be subject to discipline, up to and including discharge.

**Section 3. Bargaining Unit Work** Nothing contained in this Agreement shall be construed to in any way restrict management or supervisory employees from performing bargaining unit work in the same manner and to the same extent as such employees performed such work prior to this Agreement, or in order to supplement bargaining unit members in meeting community service needs and emergency situations.

**Section 4. Subcontracting** the parties to this Agreement recognize the Employer's obligation to provide municipal services that are responsive to community needs. The Employer shall have the right to subcontract work normally performed by bargaining unit employees for reasons including by way of example, but not limited to, the lack of adequate manpower, equipment, or expertise to provide services in a timely, efficient, or cost-effective basis, or the need to respond to community emergencies. The Employer shall not, however, exercise such right for the purpose of undermining the Union or discriminating against any of its members.

If the work in question is to continue for a period longer than six (6) months or is in lieu of a position previously held by a bargaining unit member, the Employer will open the position/job category for bidding at the six (6) month mark.”

In the case where such subcontracting shall result in the layoff of Union members, the Employer shall notify the Union of its intention to contract or subcontract bargaining work in advance of entering into a formal agreement with the contractor and, upon request made not later than seven (7) days from and after the date of notice to the Union, shall meet with the Union bargaining committee for the purpose of negotiating the impact of said contracting. In the event such negotiations result in impasse, such subcontracting actions shall not be subject to the grievance procedure.

**Article 6**  
**No Strike/No Lockout**

The Union agrees that during the life of this Agreement, neither the Union, its agents, nor members of the bargaining unit will authorize, instigate aid, condone, or engage in a strike, slowdown, or any other concerted interference with the operations of the Employer. The Employer agrees that during the life of this Agreement, neither the Employer, its agents nor supervisors, will authorize, instigate, aid, condone, or engage in a lockout of members of the bargaining unit.

Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or other prohibited activity as outlined above may be disciplined or discharged at the discretion of the Employer. It is understood that any dispute as to whether an employee or employees were, in fact, engaged in such prohibited activity may be resolved through the grievance procedure.

**Article 7**  
**Non-Discrimination/Prohibition of Sexual Harassment**

Neither the City of Buchanan nor the Union shall unlawfully discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or for activities protected by the Michigan Public Employment Relations Act, Elliott-Larson Civil Rights Act, or Michigan Handicappers' Civil Rights Act.

In conjunction with the City of Buchanan's policy of equal employment opportunity, the City and the Union are committed to maintaining a work environment free from sexual harassment. The City and Union are committed to having **an environment** free of sexual conduct that causes or reasonably could be considered to cause an intimidating environment. The City and Union recognize that all employees are responsible for maintaining a proper work environment, and they must conduct themselves in a manner that is sensitive to the types of behavior that may be personally offensive to others. Employees who perceive themselves to be the objects of such conduct shall have a responsibility to report the situation to their Department Head or the City Manager.

**Article 8**  
**Grievance Procedure**

**Section 1. Definitions** A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement. Whenever used in this Article, the words "regular scheduled working day" shall mean Monday through Friday, excluding any holidays specified in this Agreement.

**Section 2. Grievance Procedure** Before implementing the grievance procedure, employees must first discuss any grievance with the Department Head within five (5) regularly scheduled working days after the occurrence of the event(s) upon which the grievance is based. The employee may request the presence of the Steward at such discussion. The Department Head will provide the employee with an oral response within two (2) working days after the initial discussion. If the grievance is not resolved by the Department Head's oral response, a grievance may be reduced to writing and resolved in the following manner:

**Step One:** If the grievance is not resolved by oral discussion with the Department Head, the grievance shall be submitted in writing to the Department Head within ten (10) regularly scheduled working days after the oral response for the Department Head. The written grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date the incident or alleged violation took place, and the section or sections of the Agreement involved.

The grievance shall be signed by the employee filing the grievance and by the Steward. The Department Head shall give his written answer to the Steward within five (5) regularly scheduled working days after the date of receipt of the written grievance.

If the Department Head's written answer is considered satisfactory by the Union, **the** Steward shall so indicate on a copy of the original grievance form, signed and returned to the Department Head.

**Step Two:** If the grievance has not been settled in Step One, the Unit President may appeal the grievance to the City Manager within ten (10) regularly scheduled working days of receiving the Department Head's written response. The City Manager and up to two (2) additional City representatives designated by the City Manager shall meet with the Union business agent and Unit President and employee within seven (7) regularly scheduled working days thereafter to discuss the grievance. The City Manager shall give his written answer to the Unit President within seven (7) regularly scheduled working days after such meeting.

If the City Manager's written answer is considered satisfactory by the Union, the Unit President shall so indicate on a copy of the original grievance form, signed and returned to the City Manager.

**Step Three:** If the grievance has not been settled in Step Two, the Union and for the City may submit such grievance to advisory arbitration, provided such submission is made within ten (10) regularly scheduled working days after delivery by the Employer to the Union of the second step answer. The request for advisory grievance arbitration must be submitted to the Michigan Employment Relations Commission for resolution in accordance with its arbitration rules then in existence, with a copy of the request for arbitration provided to the other party. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. No award recommended by the arbitrator shall be retroactive more than twenty (20) working days prior to the time the grievance was first submitted-in writing. The expenses and fees of the arbitrator shall in all cases be ***equally shared by both parties.***

**Section 3. Time Limits** Grievances not filed or appealed within the designated time period shall be considered withdrawn. Grievances not answered by management within the designated time limits may be appealed to the next step within seven (7) regularly scheduled working days after expiration of the applicable time period within which the Employer is entitled to respond to the employee's grievance. The time limits established in the grievance procedure may be extended by mutual agreement in writing. **Timely extension request shall not be unreasonably denied.**

**Section 4. Grievance Discussion or investigations** It is understood and agreed that the Employer shall not be required to pay for employee time spent investigating or processing grievances, but when any meeting is set by the Employer or by mutual agreement during working hours, the employees will be paid.

**ARTICLE 9**  
**DISCHARGE AND DISCIPLINE**

**Section 1. Discharge and Discipline** In cases of discharge or discipline, a representative of management shall give prompt **written** notice thereof to the employee and the employee's Steward or other Union representative. Such notice shall be **acknowledged by the Union** in writing within three (3) working days following the day of discharge or imposition of discharge or imposition of discipline, excluding Saturday, Sunday, holidays, and the day of occurrence. In cases of letters of warning, such letters shall be given to the employee affected and a copy thereof to such employee's Steward or other Union representative.

**Section 2. Action for Discipline**

- a. In imposing any discipline on a current charge, management will not take into account any prior infractions which occurred more than eighteen (18) months previously, provided the employee is not subject to disciplinary action (excluding letters of warning), during the eighteen(18) month period, In the event an employee completes eighteen(18) months of service without a disciplinary action, letters of warning and/or suspensions over eighteen (18) months old shall be permanently removed from his personnel file upon written request to the City Manager.
  
- b. Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other information filed by any employee, citizen, supervisor, or any other City officer or department in the employee's personnel record which related to, is, or may be made the basis for disciplinary-action up to and including discharge of such employee by the City. The Provisions of the Employee Right to Know Act (Act 397 of P.A. 1978) shall apply to City personnel records.

**Section 3. Discipline Procedure** The following procedure shall be followed when an employee is given written notice from management that he/she is discharged, or suspended without pay.

- a. If the employee elects to file a grievance, he shall file the grievance in accordance with the provisions of the grievance procedure.

**Section 4. Management's Responsibility** If Management has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles. Upon request, a copy of disciplinary action will be given to the employee and Union representative.

**Section 5. Investigatory Interview** In the event a complaint is made against an employee or where any investigation is conducted which may result in disciplinary action, the following procedures shall apply:

- a. If, during the investigation, an employee is requested to appear before a member of management, he/she shall be fully advised of the nature of the investigation and that the investigation may result in disciplinary action.



- b. When an employee is questioned under this section, he/she shall be informed of his/her right to Union representation. Should the employee waive such right, he/she shall sign a waiver form so indicating and copies will be given to the employee and the Union.
- c. Upon request of the employee for Union representation, such request shall be granted and the Union shall immediately provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present.
- d. The employee shall be required to answer questions relating to his/her performance or conduct as an employee of the City as it relates to the investigation. Refusal to answer such questions may result in disciplinary action, up to and including discharge.

## **Article 10** **Seniority**

**Section 1. Probationary Period** All new employees will be probationary for their first twelve (12) months of employment. A probationary employee who is absent from work for a period of time in excess of five (5) days shall have his or her probationary period extended by a period of time equal to his or her absence.

The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which would qualify him for regular employee status,

During the probationary period, the employee shall be on a trial basis, shall have no seniority, and may have his employment terminated without regard to his relative length of service or the grievance procedure. Upon successful completion of the probationary period, the employee shall have his or her name added to the seniority list as of the date he was employed.

**Section 2. Definition of Seniority** Seniority shall be defined as an employee's length of continuous service with the Employer's Water Department, Wastewater Treatment Department, Public Services Department or in a clerical position covered by this Agreement since his last hiring date. Continuous service is defined as that time actually spent on the active payroll of the Employer or on an approved leave of absence. "Last Hiring Date" shall mean the date on which the employee was hired and since which his/her seniority has not been terminated for any of the reasons set forth in Section 4 of this Article.

**Section 3. Seniority List** The names of all bargaining unit employees shall be listed on the seniority list in order of their last hiring date, and shall be provided to the Union when requested.

**Section 4. Termination of Seniority** An employee's seniority shall terminate for the following reasons:

- a. If he quits, retires, or is discharged where the discharge is not reversed.

- b. If when he has been recalled to work following a lay-off in accordance with Section 6 of this Article, he refuses or fails to return to work within seven (7) regularly scheduled working days after written notice to the Union and seven (7) regularly scheduled working days after written notice by certified mail of such recall is sent to his last address on record with the Employer,
- c. If he fails to return to work immediately upon the expiration of an approved leave of absence, unless such failure to return is due to circumstances for which the Employer would normally grant a regular employee sick leave or bereavement leave, and unless the Employer is informed of the employee's ability to return not later than thirty (30) minutes after the start of his first scheduled shift.
- d. If he has been laid off for a continuous period of fifteen (15) consecutive months or an amount of time equal to his seniority, whichever is shorter,

**Section 5. Lay-Off Procedure** If it is necessary for the City to reduce its workforce in one or more job classifications covered by this contract, employees within each effected job classification shall be laid off in inverse order of their seniority, providing that the remaining employees have the necessary qualifications and present ability to perform the available work in the classification. A laid-off employee shall have the right to displace (“bump”) a lower seniority employee in any other job classification covered by this Agreement, provided:

- a. That the employee to be displaced holds a position of an equal or lower pay grade than the laid-off employee;
- b. That the laid-off employee has, at some time during his period of seniority with the Employer, held a regular full-time or part-time position in the job classification that he seeks to “bump” into;
- c. That the laid-off employee presently possesses the physical ability to perform the job function of the position in question, as well as the knowledge, skills, abilities, and relevant licenses or certifications to satisfactorily perform the job functions of the position in question, without needing additional training; and
- d. That the laid-off employee exercises such bumping rights within five (5) working days of being informed of the Employer's intent to lay him off.
- e. An employee who, through use of his bumping rights, accepts a position with a lower range, shall be assigned a wage step in his new pay range that is the same step he held in his previous range. Thus, an individual bumping from Wage Range 3, Step 2, down to Range 2 shall have his wage set at Range 2, Step 2.
- f. In cases where two (2) or more employees in the same job classification possess equal seniority, the Employer may designate, at its sole discretion, which of those employees is to be laid off as a result of a reduction in the number of employees in that classification.

**Section 6. Recall Procedures** Employees with seniority shall be recalled on the basis of applying the above procedure in reverse order, i.e., most senior employee being recalled back

first, provided he has the necessary qualifications and the present ability to perform the available work. Notice of recall shall be sent to the employee at his last known address on record with the Employer by certified mail. An identical notice shall be served on the Unit President on the same date.

**Section 7. Permanent Job Classifications** When and if the Employer determines that it is necessary to create a permanent new job classification or effect a substantial change in an existing job classification, it shall set the rate of pay therefore, establish or amend the job description, and advise the Union as to both. The Union shall have the right to negotiate with the Employer with respect to rate of pay established for such new or substantial changes to the permanent job classification, provided that the Unit President presents the City with a written request to enter into such negotiations within five (5) regularly scheduled working days after such notice given to the Union.

**Section 8. Posting of Position Vacancies** When it is necessary to fill a new job classification or a vacancy in an existing job classification in the bargaining unit, the Employer shall post such opening along with a statement of the qualifications for the position and the division and shift where the vacancy occurs for a period of seven (7) regularly scheduled working days prior to the application deadline. Such vacancy may also be advertised for outside applicants.

It is recognized by the parties to this Agreement that the Employer must strive in all cases to hire those individuals who, in its judgment, represent the best qualified applicants for any position vacancies. Selection criteria for any position vacancy shall, therefore, be established at the sole discretion of the Employer. The Employer agrees that in evaluating applicants for City employment, it shall not discriminate against current employees. In cases where one or more current City employees seek a posted vacancy and meet all qualifications for the position in question, the City shall hire the best qualified current City employee making application for that position unless a non-employee possesses job qualifications which are superior to those of all internal applicants in light of the selection criteria established by the Employer.

**Section 9. Trial Period** When any current employee applies for and is awarded a different position with the Employer, he/she shall serve a probationary period of ninety (90) work days, except in cases where an employee is awarded a different position within his/her same department, in which case said probationary period shall be sixty (60) work days. Any regularly scheduled work days during which the employee is absent from work shall not be counted toward the designated probationary period.

In the event an employee applies for and is awarded a different job with the Employer and decides during this probationary period in that position that he wishes to return to his former position, he may so elect and, on written request, shall be returned to his former position and pay grade that he held immediately prior to his promotion. Likewise, if the Employer determines that such an employee, during his probationary period, is unable to satisfactorily meet the requirements of the position to which he has been promoted, it may terminate his employment in that position but shall allow him to return to the position and pay grade that he held prior to his promotion.

In cases of the Employer returning an employee to his former position, the employee shall have a right to grieve only if such action by the Employer is arbitrary and capricious.

**Section 10. Transfer** Recognizing that the service needs of the Employer change from day to day and season to season, the Employer shall have the right to transfer an employee from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The Employer shall also have the right to transfer an employee from one job classification to another to fill a vacancy or to take care of unusual conditions or situations which may arise.

When the City needs to transfer an employee to another position, it will first seek volunteers starting with the most senior qualified employee. If no volunteers are forthcoming, the City can transfer an employee of its choosing.

It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred. Any employee temporarily transferred to a job classification with a higher maximum pay rate in accordance with the provisions of this section shall be paid the applicable wage rate for the higher paying job classification. Any employee temporarily transferred to a job classification with a lower maximum pay rate, in accordance with the provisions of this section, shall continue to be paid his regular wage. Management has the right to utilize employees from either the "Public Services" Department when needs arise from time to time at no wage change.

**Article 11**  
**Leaves of Absence**

**Section 1. Personal Leave of Absence** The Employer may grant a leave of absence for personal reasons without pay and without loss of seniority to an employee who has completed his probationary period, provided that such employee can be spared from his work and provided that there is good cause for the leave. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar days and may be extended by the Employer, on written request of the employee, for additional periods up to thirty (30) calendar days each.

**Section 2. Funeral Leave** Regular full-time employees shall receive the amount of pay they would have received on a regularly scheduled work period, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. The payment shall not be made for any of such three (3) days on which the employee, for any other reason, would have been absent from work. The three (3) days shall be three (3) consecutive working days, the last of the three (3) days being no later than the day following the funeral. To be eligible for such pay, the employee must notify the Employer as soon as possible of the necessity for such absence.

Employees shall also be allowed use of two (2) accrued vacation **or sick** days and two (2) accrued personal days or two **(2) days** unpaid leave in addition to the above described paid funeral leave in the event of a death in their immediate family. Employees shall also be allowed to use one (1) vacation day or one (1) personal day or one (1) day of unpaid leave to attend the funeral of any relative not among those already listed as immediate family as defined herein.

Immediate family is to be defined as the employee's current spouse, child, step-child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, or any other relative residing in the employee's household.

Employees requesting use of a personal day, compensatory time day, or vacation day to attend the funeral of an aunt, uncle, niece, nephew, or cousin shall not be denied use of such leave time. Also, the City will advance a personal day from his/her next allotment of personal leave days to any employee who wishes to attend the funeral of any above- listed relative but lacks the available time.

**Section 3. Leave of Absence for Jury Duty** A regular employee shall be granted a leave of absence with pay up to a maximum daily rate of eight (8) hours at his straight- time hourly rate in order to serve required jury duty. In such cases, all jury fees shall be signed over to the Employer excluding mileage. In order to receive the payment referred to above, an Employee must give his Department Head prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he performed such jury duty on the days for which he claims such payment.

In the event that the employee is excused from jury service on any day before 1:00 p.m., he must return to work for the balance of the work day in order to receive any City pay for the day. This paragraph shall not apply in cases where the employee is serving jury duty at a location outside of Berrien County.

**Section 4. Military Leave** The Employer agrees to abide by applicable federal and state law with regard to leaves of absence for military leave.

**Section 5. Child Care Leave** Employees will be allowed to take, without pay, without accrual of retirement credit or benefits, and without loss of seniority, a leave of absence of up to six (6) weeks following the birth or adoption of a child for child care purposes. Any disability associated with pregnancy or childbirth will be treated the same as any other illness or disability under the sick leave provisions of this contract.

**Article 12**  
**Medical Examinations**

The Employer may require any of its employees to submit to a medical examination at such times as it may deem necessary. Examinations shall be paid for by the Employer and shall be made by a licensed physician designated by the Employer. Should such medical examination reveal the physical or mental unfitness of the employee involved to perform his duties, the employee involved may be granted a leave of absence.

Recognizing that the City affords employees the benefits of paid sick leave, workers' compensation, and unpaid leaves of absence, the City shall be under no obligation to provide "light duty" employment to employees who are temporarily unable to meet all the requirements of their job classifications due to any physical or mental unfitness as described above.

**Article 13**  
**Hours of Work and Pay Periods**

**Section 1. Hours of Work and Shifts** The normal hours of work for all full-time employees shall average forty (40) hours per week. Nothing in this contract, however, shall be construed

as a guarantee of the herein referred to hours per week or pay per week. Specific work schedules will be set by the Department Head who may modify work schedules at his discretion to meet public service needs.

**Section 2. Weekend Scheduling** The City reserves the right to schedule Saturday and Sunday as a regular work day in order to better meet public service needs or comply with requirements imposed by government agencies. Employees shall be paid at their regular straight-time rate for work performed on Saturdays and/or Sundays unless such weekend work results in their qualifying for overtime compensation, consistent with the standards set forth in Article 14-Wages and Overtime.

In those instances where the City deems it necessary to assign employees to work on Saturday and/or Sunday as a normal work day, it shall first seek volunteers from among the employees in the effected job-classifications to work on the weekend day(s) in question. If sufficient volunteers are not obtained to meet the City's staffing needs for the weekend period(s) in question, then individuals within the subject job description shall be assigned by their Department Head to such weekend work, such assignments to be made in inverse order of their seniority. In instances where the City must assign employees to work Saturday and/or Sunday as a normal work day, without overtime compensation, the City shall be required to so inform such employees at least 48 hours in advance of implementing such assignments. Provided, however, that the City and the Unit President may mutually agree to waive this right of notice.

When such weekend scheduling shall be necessary for a period in excess of twelve (12) consecutive weeks, the Employer agrees that the City Manager shall meet with the Union bargaining committee for purposes of discussing the impact of such scheduling on the employees involved. This paragraph shall not apply to weekend scheduling arrangements in effect prior to the effective date of this contract at the Wastewater Treatment Plant.

**Section 3. Starting Time** Whenever the Employer deems it necessary to change the starting hour of the normal work day, the Employer shall furnish all affected employees and the Unit President with written notice of said modification at least two (2) days in advance of implementing said modification. Provided, however, that the City and the Unit President may mutually agree to waive this right of notice.

**Section 4. Work Week and Pay Period Computations** For purposes of this Agreement, the work week shall begin at 12:01 a.m. Thursday morning and end at midnight on Wednesday and the work day shall be a calendar day.

The Employer's pay period shall contain two full weeks with paychecks to be distributed to employees during their work shift on the Friday following the Wednesday on which the pay period ends.

**Section 5. Lunch and Break Periods** Employees at City Hall will be allowed a one (1) hour lunch break without pay at or near the midpoint of the scheduled day with the exact time to be set at the discretion of the supervisor. Employees of the other departments covered by this Agreement will be allowed a thirty (30) minute lunch break without pay at or near the midpoint of the scheduled day with the exact time to be set at the discretion of the supervisor. All employees shall be entitled to a fifteen (15) minute paid break during the first half of the shift

and a fifteen (15) minute paid break during the second half. The times and locations for morning and afternoon breaks are to be set at the discretion of the supervisor,

It is understood and agreed that the timing of such breaks may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job being performed has been completed.

**Section 6. Overtime Assignments** When the Employer determines that it is necessary or desirable for overtime hours to be worked, it will first attempt to fill such work hours by seeking qualified volunteers from within the job classification normally responsible for this work, the bargaining unit starting with the employee with the least number of overtime hours worked, and up to the employee with the most overtime hours worked. If a sufficient number of qualified employees do not volunteer for this work, the Employer can then request qualified volunteers from other classifications within the category (e.g. either laborer or clerical/administrative) beginning with the least overtime hours worked. If a sufficient number of qualified employees do not volunteer for this work, the employer may require bargaining unit members to perform the overtime work. This will begin with the qualified employees in the classification affected with the least seniority and progress to the senior employee. When the Employer determines that there is an emergency, or an immediate need for such work to be performed, the employer may require all available employees to perform the work, or may utilize other means to have the work performed. If employees are on a project at the end of a shift and there is a need to work overtime to complete the project, those employees can stay over regardless of hours previously worked. Employees who cannot be reached or who turn down overtime offered will be charged on the record the same number of hours worked by the employee(s) performing the work, unless they were on normal leaves, (sick leave, vacation, bereavement, comp time, and personal business leave.)

**Section 7. Compensatory Time** Employees who are required to work overtime may elect to receive compensatory time in lieu of pay for up to a forty (40) hour accumulative bank. This accumulative bank of compensatory time may exceed forty (40) hours each year if mutually agreed to by the Employer and employee. This compensatory time shall be credited at the rate of one and one-half (1 1/2) hours for every one (1) hour of overtime worked. **On the last pay period in November**, employees shall be paid in cash for any unused accrued compensatory time, reducing their compensatory time to zero.

The scheduling of compensatory time off shall be arranged in advance by the employee and their department foreman. A request for the use of compensatory time off, except for funeral leave per Article 11, Section 2, may be denied or cancelled if it would unduly disrupt City operation.

**Section 8. Call-in Pay** Employees called in for work at times outside their normally scheduled shifts shall be guaranteed a minimum of two (2) hours pay. Such call-in time shall be counted as "hours worked" for purposes of determining overtime eligibility as discussed in Article 14, Section 3.

## **Article 14** **Wages and Overtime**

**Section 1. Wage Schedule** For the life of this Agreement, the wage schedules set forth in Appendix "A" attached hereto and by this reference made a part hereof, shall remain in full force and effect.

**Section 2. Placement of Employees Within Wage Schedule** Newly hired probationary employees in those job classifications contained in Appendix A shall commence work with the City assigned to Step 1 or 2 of their identified wage range, "unless the position is required by the state to hold a certain level of license in order to maintain lawful compliance, i.e., "B" certification for wastewater or "S2/D2" for Water Dept.," with such placement to be determined exclusively by the City Manger taking into account the new hire's qualifications.

Upon successful completion of his probationary period, each new hire shall be eligible for a wage increase of one full step within his position's wage range. This increase shall be based on a merit review (performance evaluation) by the employee's supervisor and shall be at the discretion of the City Manager. Thereafter, such employees shall be eligible for consideration of further merit increases one step per year based on a merit review conducted by their supervisor on each annual anniversary of the end of their probationary period.

After probation and depending on the needs of the City and qualifications of an individual, the City Manager may provide additional step increases from the standard salary table. Notice to Union if this occurs.

Employees who attain Step 7 within their designated wage range shall be eligible for no additional wage increases, Step 7 representing the maximum rate of pay for any range.

Employees shall be granted a step increase if their written performance evaluation rates their performance to be satisfactory or better. In the event that an employee's written performance evaluation results in his performance being rated unsatisfactory, his step raise shall be denied. However, the Employer shall state in writing the reasons for the unsatisfactory rating and shall perform a second written evaluation of the employee's performance three (3) months thereafter. At the discretion of the City Manager and Supervisor, a satisfactory rating on that second evaluation shall make the employee eligible for his step increase effective with the date of said second evaluation.

**Section 3. Overtime** Overtime will be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours worked in excess of forty (40) hours per week, computed to the nearest tenth (1/10) of an hour. Time off for excused absences including sick leave, vacation leave, bereavement leave, jury duty, and holidays shall be counted as "hours worked" for purposes determining an employee's eligibility for overtime pay in a given pay period.

**Article 15**  
**Vacations**

**Section 1. Eligibility and Allowance** Vacation time shall be earned and used on an anniversary year basis. Full-time permanent employees shall be entitled to paid vacation in accordance with the following schedule:

<b><u>Completed Years of Continuous Service</u></b>	<b><u>Vacation Hours</u></b>
<b>After 6 months of Employment</b>	<b>Twenty-four (24) Hours</b>



One (1) Year  
Two (2) — Five (5) Years  
Six (6) — Eleven (11) Years  
Twelve (12) or More Years

Forty (40) Hours  
Eighty (80) Hours  
One Hundred Twenty (120) Hours  
One Hundred Sixty (160) Hours

**Section 2. Procedure** The time at which an employee shall take his or her vacation shall be determined by the Department Head with due regard to the wishes of the employee and particular regard for the needs of the department. Sufficient advance notice of not less than two (2) weeks shall be given to the Department Head or his designee to allow him to make the vacation schedules and to arrange working schedule accordingly. All vacation leave shall be requested in writing on a form provided by the City.

Employees may take up to two (2) days of annual vacation leave in half day (four hour) increments; all other vacation days shall be taken in full day (eight hour) increments.

The year shall be divided up into two (2) six (6) month periods for the purpose of scheduling vacation. April 1<sup>st</sup> through September 30<sup>th</sup> shall be known as the summer schedule. October 1<sup>st</sup> through March 31<sup>st</sup> shall be known as the winter schedule.

Any employee electing not to request his or her vacation leave before the dates specified above may take his or her request on a first come, first serve basis.

In cases where one or more regular City paydays are scheduled to occur during an employee's approved vacation leave for three (3) days or more, the employee may receive his paycheck for such payday(s) at the end of his last regularly scheduled work day prior to vacation.

**Section 3. Termination of Employment** Upon an employee's termination of employment, except where such termination is for misconduct and except in cases where an employee fails to give two (2) weeks' notice of his resignation, an employee shall be paid an amount representing his unused vacation time earned as of his last anniversary date, computed at his final hourly rate of pay. For an employee who dies after completing his probationary period, his designated beneficiary shall be entitled to receive pay for the employee's unused vacation time.

**Section 4. Forfeiture of Unused Vacation Time** Unused vacation leave may not be carried over past an employee's anniversary date nor shall employees receive compensation for unused vacation leave, except as provided for in Section 3 above, and except in instances where previously approved vacation leave time is cancelled by the Employer within ninety (90) calendar days prior to the employee's anniversary date and it is not possible for the Employer and employee to reach an agreement on use of all of the employee's vacation leave prior to his anniversary date. In the latter case, the employee shall be eligible to receive cash compensation for his unused vacation leave payable at the next regular payday following his anniversary date, or the employee may elect to carry over said unused vacation leave for up to ninety (90) days past his anniversary date.

**Article 16**  
**Holidays and Personal Leave Days**

**Section 1. Definition** The following days are designated as holidays under this Agreement:

- New Year's Eve Day
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day**
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- ½ Day Good Friday
- Employee's Birthday
- Three (3) personal days

If any of the above holidays occur on Saturday, the holiday shall be recognized by the City as occurring on the preceding Friday. If any of the above holidays occur on Sunday, the holiday shall be recognized by the City as occurring on the following Monday. Consecutive holidays (such as Christmas Eve Day and Christmas Day or New Year's Eve Day and New Year's Day) which fall on a Friday and Saturday, or on a Saturday and Sunday, or a Sunday and Monday shall be recognized as occurring on the Friday before and the Monday after the weekend.

Martin Luther King's birthday is not recognized as an official City holiday. However, the City agrees to grant the use of an accrued personal leave day or an accrued vacation day to any employee requesting to use such a leave day for observance of the Martin Luther King holiday.

**Section 2. Holiday Pay** Employees who are regularly scheduled to work on a day that is recognized by the City as a holiday, but not required to work, shall continue to receive their regular salary. Employees scheduled to work on a day that is recognized by the City as a holiday and who are required to work shall receive in addition to holiday pay, one and one half (1½ ) times their regular straight-time hourly rate of pay for each hour actually worked on the holiday.

Double-time will be paid to employees for holidays, unless part of regularly scheduled work (when called in).

**Section 3. Eligibility for Holiday Pay** In order to receive holiday pay, an employee must have completed six (6) months of employment and must actually work on his last scheduled work day before the holiday and first scheduled work day following the holiday, unless his failure to work on such a day is due to a regularly scheduled vacation leave, personal day, sick leave, or bereavement leave. Employees scheduled to work on a holiday must actually work the holiday to receive holiday pay.

**Section 4. Holidays During Vacation** when a holiday occurs during an employee's regular vacation period, such employee's vacation leave bank shall not be charged for that day.

**Section 5. Eligibility for Personal Day** Employees shall receive one (1) personal leave day upon completion of **six (6) months** and three (3) personal leave days per year on July 1st. Unused personal days may not be carried over past June 30 of the following year, nor shall employees under any circumstances **be intitled to** cash compensation for unused personal days. All three (3) personal days may be taken in two (2) hour increments.

**Article 17**  
**Sick Leave**

**Section 1. Accrual and Use of Sick Leave**

- A. It is agreed that employees shall earn and be granted a sick leave of absence with pay under the following conditions and qualifications:
1. After completion of six (6) months of employment, an employee shall be credited with five (5) days of sick leave and shall be credited with sick leave at a rate of ten (10) days per year, accrued on a bi-weekly basis, thereafter. The accumulation of sick leave is unlimited.
  2. All payments for sick leave shall be made at the employee's rate of pay when he takes his sick leave.
  3. In the event of death or when an employee retires at a time when he is eligible to receive monthly retirement benefits under the current retirement policy in effect with the City, an employee or designated beneficiary may convert to cash and draw up to thirty (30) days of any accumulated sick leave.
- B. To qualify for sick leave payments, the employee must report his intended absence to his supervisor not more than thirty (30) minutes after the start of his scheduled shift unless it is established that the employee was unable to contact the Employer.
- C. A doctor's certificate will be required for all sick leave when an employee is absent for any period exceeding three (3) consecutive days. Upon request, the employee may be required to justify his use of sick leave when it appears from the use of sick leave that said employee is abusing his sick leave benefits. If abuse is found, the employee may be disciplined. When an employee is incapacitated as a result of an injury arising out of and in the course of his employment for which he is eligible to receive worker's compensation benefits, he may use his sick leave credits so that when combined with his worker's compensation benefit, he will continue to receive his regular pay.
- D. Accumulated sick leave may be used if a member of the employee's immediate family is ill. The Employer shall have the right to require a physician's note before granting such leave.

An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in the service of another employer or while working in the capacity of a private contractor to another party.

**Section 2. Bonus for Non-Use of Sick Leave** An additional personal leave day shall be granted to any employee who does not utilize sick leave during any period of six (6) consecutive months. The employee shall receive written notice of the award of such a bonus personal day from the city's payroll department. Such additional personal leave day must be

used by the employee within twelve (12) months of such written notice of award, or it shall be forfeited.

**Section 3. Sick Leave Payout** Upon an employee's resignation or retirement from the City, as long as no abuse of sick time has occurred the employee will receive a maximum of two-hundred forty (240) hours if accrued. Employees terminated for just cause from employment with the City forfeit any payout of sick leave.

**Section 4. Abuse of Sick Leave** Incidents of sick leave, regardless of the increment used, that exceeds three instances not covered by a doctor's slip during a six (6) month period will require substantiation of all sick leave uses for the next six (6) months and that failure to substantiate will result in no compensation, leave without pay, during that six (6) month period and potential disciplinary action if abuse is suspected without a doctor's slip of being sick.

**Article 18**  
**Miscellaneous**

**Section 1. Insurance** The City presently offers health and life insurance to all full-time regular employees.

- A. **Hospital — Medical** All full-time employees, upon commencement of work, are required to enroll in the Employer's health plan unless they can furnish proof that they are covered by a spouse's plan.

If an employee is covered by other health insurance and so elects, that employee, upon proof of such other coverage, will be paid every six (6) months in arrears fifty (50%) percent of the cost of his health insurance premium cost by the City.

The Union will accept and the City agrees to pay a monthly City contribution for health insurance in an amount equal to eighty (80%) percent of the employee's health insurance premium, toward the City's insurance plan, **Blue Cross Blue Shield HAS Gold 2700** or equivalent.

- B. **Life Insurance.** The City agrees to provide all employees with term life insurance coverage in the amount of \$30,000.00 per employee throughout the term of this Agreement. A certificate of life insurance shall be provided to each employee.
- C. **Vision Care.** The Employer will provide vision care to eligible employees. The City will pay 80% of the monthly premium and the employee's will contribute 20% toward the monthly premium.

**Section 2. Uniforms** The Employer shall continue the policy it has prior to the execution of this Agreement regarding the furnishing of work uniforms. In turn, employees shall be required to wear such uniforms whenever on the job.

Employees shall be reimbursed up to two hundred fifty (\$250) dollars each year for the purchase of safety footwear, blue jeans and winter jackets for Water/Wastewater and Public Service employees. The City will also provide up to two hundred (\$200.00 dollars each fiscal year for City approved uniforms, of your choice, including short sleeve shirts, long sleeve

shirts, sweatshirts, etc. that is needed to perform assigned job duties, including office clerical union members.

**Section 3. Bulletin Board** The Employer shall provide a bulletin board for each department on which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

**Section 4. Address and Telephone** All employees shall provide the Employer with their current address and telephone number and any change therein. The Employer agrees to provide the Union with copies of the names and addresses on record whenever so requested by the Unit President.

**Section 5. Copies of Agreement** The Employer agrees to provide to each employee a copy of this Agreement.

**Section 6. Travel on City Business** Employees who are obligated to travel in the performance of their duties on City business will be reimbursed the amount of their expenses for transportation, meals, lodging, and other incidental expenses necessary in such travel, in accordance with policy guidelines established by the City. Employees who drive their personal cars on City business will receive mileage allowance based on the current IRS standard rate. In order for an employee to be given an allowance for necessary expenses, it must first be authorized by the employee's Supervisor.

**Section 7. Time Clocks and Docking** The Employer reserves the right to utilize time clocks and to require that employees punch such clocks on arriving at work at the beginning of their shift, on leaving work at the beginning of their unpaid lunch period, on returning from their unpaid lunch period, and on leaving work at the end of the shift.

Employees punching in late for their regular shift or on returning to work after lunch without their department head's advance approval may be docked for one-tenth (1/10) of an hour or portion thereof (to the next six (6) minute increment).

**Section 8. Union Leave** The Employer agrees to grant eight (8) hours of in-service which may be used in accordance with the following guidelines, namely:

- A. Attendance at meetings of the **AFSCME** for the purpose of conducting official AFSCME business, including conventions, workshops, school, and other similar activities related to the representation of the employees covered by this Agreement.
- B. Not more than one (1) person from the bargaining unit may be granted Union leave at a time.
- C. A request for a leave shall be made in writing not less than ten (10) working days prior to the leave.
- D. Limited to eight (8) hours - once per calendar year.

**Section 9. Leave, Transfer, and New Hire Notification** Whenever a leave, transfer, or new hire occurs, City Hall will notify the Union President within five (5) business days of the occurrence. Leave information will include leave dates only.

**Article 19**  
**Pension**

The City shall provide employees with pension benefit B-2, as defined by the Michigan Municipal Employees Retirement System.

The employee contribution for pension purposes shall be five (5%) percent of all wages.

**Article 20**  
**Part-Time Employees' Benefits**

If, during the term of this contract the Employer hires permanent, part-time employees into a position covered by this Agreement, the Employer shall notify the Union Steward in advance of such hiring and the parties shall thereafter meet at a mutually agree upon time but under no circumstances later than two (2) weeks after the date of notice to the Union and shall negotiate with regard to wages and other terms and conditions of employment for the new employees.

**Article 21**  
**Non-Applicability of Personnel Policy**

This Agreement shall pre-empt the City's general personnel policy.

**Article 22**  
**Non-Renewal**

This Agreement shall not automatically renew as of its expiration date. In the absence of a new collective bargaining agreement following the expiration of this Agreement, the terms of this Agreement may be extended only upon written agreement of both parties.

**Article 23**  
**Severability and Savings**

If any Article, Section, paragraph, or clause of this Agreement or any riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article, Section, paragraph, or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article, Section, paragraph, clause to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby

In the event that any Article, Section, paragraph, or clause is held invalid or compliance with or enforcement of which has been restrained as above set forth, the parties affected thereby shall promptly enter into collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph, or clause during the period of invalidity or restraint.

**Article 24**  
**Longevity Schedule**

A separate longevity paycheck will be issued with the first payday of the employee's anniversary date, based on years of service, and will be determined using each employee's anniversary starting date of full-time uninterrupted employment.

5 years of service	\$100.00
6 years of service	\$115.00
7 years of service	\$130.00
8 years of service	\$145.00
9 years of service	\$160.00
10 years of service	\$175.00
11 years of service	\$190.00
12 years of service	\$205.00
13 years of service	\$220.00
14 years of service	\$235.00
15 years of service	\$250.00
16 years of service	\$265.00
17 years of service	\$280.00
18 years of service	\$295.00
19 years of service	\$310.00
20 years of service	\$325.00
21 years of service	\$350.00
22 years of service	\$400.00
23 years of service	\$450.00
24 years of service	\$500.00
25 years of service	\$550.00
Over 25 years of service	\$50.00 per year

**Article 25**  
**License Certification**

Anyone hired into the Water Department after July 1, 2012, must obtain the following licenses, or may be removed from the Water Department for "just cause" or may be terminated for their failure to obtain said licenses:

1. S-4/D-4 within the first two available attempts.
2. S-3/D-3 within the first two available attempts.
3. S-2/D-2 within four years.

It is agreed to that all certified operators receive an increase in hourly pay scale by:

**Water Department Licenses Pay Scale-**

S-4	40 cents per hour	D-4	40 cents per hour
S-3	40 cents per hour	D-3	40 cents per hour
S-2	\$1.15 per hour	D-2	\$1.15 per hour

Anyone hired into the Wastewater Department after July 1, 2012, must obtain the following licenses, or may be removed from the Wastewater Department for "just cause."

1. "D" license within two years or first two available attempts.
2. "C" license within the first two available attempts after obtaining "D" license.

Wastewater Department Licenses Pay Scale for all employees:

D 80 cents per hour

C 80 cents per hour

B \$2.30 per hour

**CDL- Employees who are required to obtain, or retain a CDL "B" with airbrakes will be reimbursed for the cost of the CDL**

**Article 26**

**Duration**

This Agreement shall be effective from July 1, 2018 and shall remain in force until 12:01 a.m. June 30, 2021. If either party desires to terminate, amend, modify, or alter this Agreement, such party shall, on or before the 90<sup>th</sup> day prior to said expiration date, serve written notice on the other party of a desire to terminate, modify, alter, or renegotiate this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this Agreement to be signed on the day and first above written.

CITY OF BUCHANAN

AFSCME EMPLOYEES

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Stacie Dineen, Staff Rep.

Signature Date: \_\_\_\_\_



## SALARY TABLE

### AFSCME, AFL-CIO UNION SCALE

WAGE RANGE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	BOOKKEEPER	7/1/2018	\$34,317	\$36,063	\$37,899	\$39,841	\$41,833	\$43,990	\$44,873
	POLICE ADMIN SECRETARY	7/1/2019	\$35,072	\$36,856	\$38,733	\$40,718	\$42,753	\$44,958	\$45,860
	CLERK-CASHIER	7/1/2020	\$35,844	\$37,667	\$39,585	\$41,613	\$43,694	\$45,947	\$46,869
	PUBUC SERVICES 1								
2	PUBLIC SERVICES 2	7/1/2018	\$35,607	\$37,421	\$39,324	\$41,339	\$43,406	\$45,644	\$46,560
		7/1/2019	\$36,675	\$38,544	\$40,504	\$42,579	\$44,708	\$47,013	\$47,957
		7/1/2020	\$37,775	\$39,700	\$41,719	\$43,857	\$46,049	\$48,424	\$49,396
3	WW PLANT OPERATOR WATER OPERATOR	7/1/2018	\$37,531	\$39,453	\$41,427	\$43,562	\$45,756	\$48,058	\$49,020
		7/1/2019	\$38,357	\$40,321	\$42,338	\$44,520	\$46,763	\$49,115	\$50,099
		7/1/2020	\$39,201	\$41,208	\$43,270	\$45,500	\$47,791	\$50,196	\$51,201
4	WATER FOREMAN	7/1/2018	\$38,658	\$40,637	\$42,672	\$44,869	\$47,130	\$49,496	\$50,490
		7/1/2019	\$39,508	\$41,531	\$43,611	\$45,856	\$48,167	\$50,585	\$51,601
		7/1/2020	\$40,378	\$42,445	\$44,570	\$46,865	\$49,227	\$51,698	\$52,736
5	WW LEAD OPERATOR	7/1/2018	\$41,427	\$43,563	\$45,756	\$48,058	\$50,492	\$53,037	\$54,100
		7/1/2019	\$42,338	\$44,521	\$46,763	\$49,115	\$51,603	\$54,204	\$55,290
		7/1/2020	\$43,270	\$45,501	\$47,791	\$50,196	\$52,738	\$55,396	\$56,507

Range 1 = 2.2% 2018, 2.2%2019, 2.2% 2020

Range 2 = 3% 2018, 3% 2019,3% 2020

Range 3 = 2.2% 2018, 2.2% 2019, 2.2% 2020

Range 4 = 2.2% 2018, 2.2%2019,2.2% 2020

Range 5 -2.2% 2018, 2.2% 2019, 2.2% 2020