

AGENDA

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

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

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

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

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

I. Call to Order

II. Recognition

III. Pledge of Allegiance

IV. Roll Call

V. Approve Agenda

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

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

A. Minutes- Consider approving the regular meeting minutes from July 8, 2024.

VIII. Scheduled Matters from the Floor (if any)

IX. Reports by: Departments, Committees, Boards

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

1) LiveBuchanan Activity Report

2) Consider Use of the Common for Old Fashioned Fall Festival- October 4th, 5th & 6th.

3) Consider Resolution 2024.07/21 LiveBuchanan support.

4) Consider agreement by and among the City of Buchanan and LiveBuchanan to provide Economic Development, Historic Preservation, and Promotion of Downtown Buchanan.

5) Consider the St. Joseph River Kayak Launch proposal for Engineering.

B. Election Information Report, Kalla Langston, City Clerk

1) City Commissioner Filing Deadline- July 23rd at 4:00 PM

2) Early Voting Hours- July 27th - August 4th.

X. Unfinished Business

XI. New Business

A. Expenditures - Consider approving the expenditures in the amount of \$54,652.50 for July 22nd, 2024.

B. Budget Amendments- Consider the final budget amendments for FY 2023-2024.

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

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

XIV. **Executive Comments**

A. City Manager Comments

B. Commissioner Comments

C. Mayor Comments

XV. **Adjourn**



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION

MONDAY, JULY 08, 2024 – 7:00 PM

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

MINUTES

I. Call to Order

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

II. Recognition

III. Pledge of Allegiance

Mayor Denison led in the pledge of allegiance.

IV. Roll Call

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

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

V. Approve Agenda

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

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

None.

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

A. Minutes

1) Consider approving the Regular Meeting & Closed Session Meeting Minutes for June 24th, 2024.

B. Excuse

1) Excuse Commissioner Swem from the June 24th, 2024 Regular Meeting.

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

Yea: Money, Denison, Weedon, Vigansky

Nay: None

Abstain: Swem, due to absence at last meeting.

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

IX. Reports by: Departments, Committees, Boards

A. Buchanan Tree Friends Report- Chair Brian Murphy

1) Update on the DNR Grant received last August

Planting: Tree planting is underway. April 13th we planted 33 trees downtown, and May 18th we planted 14 trees at the south end of the high school.

Removal: Tree removal is in progress. The city is working with outside contractors.

Inventory: Tree inventory is complete. The TreeKeeper software was purchased for \$2,000.

Training: First training session with the inventory software is in the books.

Rich, Martin, and I have been invited to a round table hosted by the DNR in Lansing July 23rd for cities who received grants. Another grant application is due in August which we will submit.

2) Fall Tree Planting

We got funding for this from the Michigan Gateway Community Foundation. Our intention is to plant along the north side of 3rd St on city-owned property from City Hall to the Ingersoll Rand property at the beginning of the trail. This is a low-risk brownfield, the land will never be developed, and planting will help the property long term through phytoremediation. We will also plant on Dewey St toward the west end at the intersection of Moccasin and Dewey.

Baker mentions how this plan might conflict with the upcoming infrastructure project which includes work on 3rd St, however, the project should be done by May 31st of next spring. It was decided that tree planting will then take place the following Fall.

Money asked how many trees are tagged for removal. The tree inventory identified 100 trees that were of either moderate or high risk for removal. Things has changed and some have been removed already. We will ask for removals again in this next grant.

B. Community Development Report- Director, Rich Murphy

1) Consider Resolution 2024.07/17 - Local Government Approval for New Class C License issued under the provisions of MCL 436.1521 A(1)(a).

With the redevelopment liquor license district, this is our second application from a developer to seek a redevelopment liquor license from the state. Local government approval is required.

Motion made Weedon, supported Money, to approve Resolution 2024.07/17. Motion is moved to a roll call vote.

Yea: Money, Denison, Weedon, Vigansky

Nay: None

Abstain: Swem (business interest)

Motion carries.

X. Unfinished Business

XI. New Business

A. DPW Building Project Update- The Barton Group, Jennifer Sawyer to give an update on the DPW Building.

There were some challenges such as EGLE permitting which affected the digging schedules, construction details that were unclear, and things found while digging including a tank. Fortunately, the state is providing an insurance policy for the city to remediate all the soil and make it safe.

There is a lot of interior work coming up, dry wall, ceiling panel installation, interior paint for the vehicle storage, and concrete floors and ceilings. Once the concrete cures appropriately we can start move in some equipment so you can get off your rental charges before we actually get occupancy which we have been working with the building inspector on. We will be continuing the mechanical, electrical, and plumbing finish installations. Specialty equipment will also be installed.

Looking to move equipment in July

B. USDA- City Manager Tim Lynch with Michael Schwartz with Prein Newhof

1) Consider approving the award of Contract 1.

May 23rd the city took bids, there were three bidders which came in at \$10.5, \$11.5, and \$12.5 million. We sent that to USDA for concurrence and reviewed the budget. USDA recommend award to the K&R (Kamminga & Roodvoets Inc) bid in the amount of \$10,534,150.83. There was a condition that the award be approved subject to the availability of funds and completion of necessary financial arrangements with USDA Rural Development.

Motion made by Vigansky, supported by Weedon, to approve the award of Contract 1. Roll call vote carries unanimously.

2) Consider Ordinance 2024.06/439 an ordinance to authorize the issuance of additional series of water supply and sewage disposal system junior revenue bonds.

Vigansky – I'm going to put you on the spot to settle things down around town because the water bills 8% a year across the board for water and sewer ready to serve, can you explain that? Can you help us with the legality of that?

Baker Tilly was here last meeting and went over all the financial pieces of that. So, they did the financial breakdown, and forgive me I'm not a financial guy. Typically they look at both your operation and maintenance expenses, current debts, and proposed future debts, the number of customers you have and how many gallons you use so your rate structure, to develop how much do you need to pay for your obligations. So, this item establishes an ordinance that gets published in the paper that grants the city rights to sell bonds to pay for this entire project. Then it's establishing that you will establish rates accordingly to pay for those for the next 40 years to make up for that payment. Basically, the city issues bonds but USDA buys them to create this loan.

Motion made by Swem, supported by Money, to approve Ordinance 2024.06/439. Roll call vote carries unanimously.

3) Consider Resolution 2024.07/18 & 2024.07/19 USDA Loan Resolution-Water.

This is where USDA has their own documents for the loans that say you will pay these loans when they buy these bonds. It is set up as three loans, two water loans that cost \$6 million and \$3 million that total \$9 million. Those are the two resolutions in this item, item 3. The other loan is the sewer loan which totals about \$7.5 million, that resolution is in the next item, item 4.

Motion made by Vigansky, supported by Money, to approve Resolution 2024.07/18 & 2024.07/19. Roll call vote carries unanimously.

4) Consider Resolution 2024.07/20 USDA Loan Resolution-Sewer.

Motion made by Weedon, supported by Vigansky, to approve *Resolution 2024.07/20*. Roll call vote carries unanimously.

Next Steps: At this point we will send the contracts to K&R, they will review and sign, it will come back to Prein & Newhof, and then we will schedule a preconstruction and loan closing with all parties. They are hoping to start at the Waste Water Treatment Plant sometime after labor day and get the sewer up 3rd to city hall. There is an EGLE permit that doesn't allow us to cross the creek Nov-May for trout spawning.

C. Resolution 2024.07/21- A Resolution to approve amendments to the Southwestern Michigan Community Ambulance Service Articles of Incorporation.

Brian is not here, he said he would be in attendance. It's the 2nd or 3rd time.

Motion made by Vigansky, supported by Weedon, to postpone. Roll call vote carries unanimously.

Motion made by Swem, supported by Weedon, to have the city attorney review the articles presented related to SMCAS. Motion is moved to a roll call vote.

Yea: Swem, Denison, Weedon, Money

Nay: Vigansky

Abstain:

Motion carries.

D. Expenditures - Consider approving the expenditures for July 8th, 2024, in the amount of \$83,556.11

Vigansky – \$1,000 for promotional videos

Murphy – Those were for three videos we did that got massive amounts of views on social media.

Motion made by Vigansky, supported by Swem, to approve the expenditures as presented. Roll call vote carries unanimously.

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

None.

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

Robert Selvig, 424 Fulton St – Comments on the Code of Ordinances criminal charging structure.

Richard Martin, 920 Chippewa – I need a key to get into the dog park for tree watering.

XIV. Executive Comments

A. City Manager Comments

Today I report a sanitary sewer overflow into McCoy Creek in the city limits. The overflow was determined and confirmed at approximately 11:30 AM this morning. The location of the overflow is near 3rd St and Dewey. The source appears to be the influent sewer/interceptor to the Buchanan WWTP. This line is slated for replacement in the upcoming project we passed the resolutions for tonight. The overflow is ongoing and remedies to fully correct the matter are being explored. We will initiate bypass pumping to prevent the overflow from entering the creek. Equipment should begin to arrive as soon as tomorrow morning. As is our obligation, Michigan ELGE has been notified as well as the Berrien County Health Department, and local media. The health department is working with the city in performing sampling and analysis of the creek waters impacted area. The creek area adjacent to the overflow has been posted to prevent human contact and recreation until further notice. We will strive to correct this issue in a prudent and expeditious manner.

B. Commissioner Comments

Weedon: None.

Swem: None.

Vigansky: Thank you to all the taxpayers for their \$300,000 investment into Victory Park pavilion. I talked individually and previously about putting some teeth in Tims contract. I'd like to know if that's gone anywhere, if the lawyers reached out back to us. Has the lawyer said anything to you or was he not totally instructed to do that? I guess I should have brought it up earlier, but I guess I'll bring it up at the next meeting. Larry seems to be working on the cemetery we are moving

ahead with that. I went up there and looked at the glass and talking to people. The concerts on Saturdays and Sundays were absolutely fantastic. I really hate to go on this but it doesn't really seem like we have too many weed whackers employed that don't weed whack under the picnic tables. They are only doing part of the cemetery, the cemetery looks worse now than I believe it ever has. We don't have very much code enforcement even though we have a code enforcement officer. And then I did talk to Tim and all you guys, that house on Hillview, if anybody knows who owned the house on Hillview that they just tore down. I didn't think to call Guy today but I will find out from Guy, they tore down a house and I am very happy. I sent it to Tim and I thought he really got on it because it was only three weeks ago but whoever did it thank you.

Money: As far as the cemetery project goes, Mary and I went out and looked at that stained glass. She gave me a couple ideas with names. She is going to pursue those and talk to you about that. There are some people that she may know that can handle a project like that. The secretary crew opened the building, went out a looked at it. Its just colored glass with lead in it in my eyes but Mary pointed out a few different things so I kind of know what I am looking at now. I have been in touch with Mr. Flemming and as his schedule gets around the doors on the chapel are going to be taken care of. Going to have to talk to Mike about locking some of that up. Once again as Dan mention, the concert series downtown along with Redbud this weekend a lot of activity in the city. I know that there have been a lot of things going on. Thank you Harvey and all of his people for their diligence and it was a good fourth of July weekend.

C. Mayor Comments

I wanted to congratulate the Richie's for a successful Redbud. There were a ton of people here from all reports it was a really good weekend. Their camping was full and sent the overflow to Berrien County camp. I wanted to congratulate Hannah Roberts on another accomplishment winning the X Games, the first female to do so. I wanted to congratulate the library and LiveBuchanan on their art installation, I think it turned out wonderfully. I'd like to thank Tim and everybody in City Hall for doing what they do. Specifically, with the day he's had today I'd like to thank Tim for being on top of things and knowing exactly how to handle situations like that. Again, you make us happy you're sitting where you're sitting.

XV. Adjourn

Motion made by Weedon, supported by Money, to adjourn the meeting at 8:04 PM. Roll call vote carries unanimously.

Kalla Langston, City Clerk

Mayor Sean Denison

AGREEMENT BY AND AMONG THE CITY OF BUCHANAN AND LIVEBUCHANAN TO PROVIDE ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION, AND PROMOTION OF DOWNTOWN BUCHANAN

THIS AGREEMENT, made and entered into this __ day of _____, 2024 by and among the **City of Buchanan**, 302 N Red Bud Tr Buchanan, MI 49107, (hereinafter the “City”), the **Buchanan Development Organization DBA LiveBuchanan**, P.O. Box 108 Buchanan, MI 49107 (hereinafter “LiveBuchanan”).

WITNESSETH

WHEREAS, LiveBuchanan is a Michigan nonprofit corporation created to, among other things, achieve a vibrant, strong and viable downtown; preserve downtown buildings and their historic integrity; and lessen the financial burdens on the City of Buchanan government, and these activities are directly related to the City of Buchanan's strategic goals; and

WHEREAS, the parties hereto mutually desire to create a contracted public-private Agreement, to promote and further the accomplishment of their mutual objectives.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. **TERM.** The term of this Agreement shall be from the date first written above through June 30, 2029. After June 30, 2029, it is the intention of the parties that this Agreement shall automatically renew on an annual basis unless terminated by either party as provided herein.

2. **SERVICES.** LiveBuchanan shall coordinate and administer all projects, programs, and events that in the sole opinion and strategic vision of LiveBuchanan, fulfill its goals to foster economic development and the revitalization of downtown Buchanan using the Main Street Four Points Approach.

3. **FISCAL SUSTAINABILITY.** It is the intention of the parties that LiveBuchanan shall be, in the long run, fiscally self-sustaining through grants, donations, fundraising, and other forms of revenue. However, the City and LiveBuchanan acknowledge that LiveBuchanan will not initially be self-sustaining and shall need fiscal assistance in the near term.

4. **BUDGET.** During the term of this agreement, LiveBuchanan shall annually submit a list of projects and overall budget based on the contract for services agreed upon by the City and LiveBuchanan.

a) The budget shall be submitted for consideration and approval by the City no later than the fifteenth (30th) day of May of each year.

b) It is the intention of the parties that, during the term of the Agreement, the City will pay LiveBuchanan an annual amount that will provide a balanced budget for LiveBuchanan. The annual payments from the City shall be determined during the budgeting process, but the parties project the following annual amounts as of the date of this Agreement:

2024-2025:	\$ 50,000
2025-2026:	\$ 50,000
2026-2027:	\$ 50,000
2027-2028:	\$ 50,000
2028-2029:	\$ 50,000

c) To assist with the fiscal sustainability of LiveBuchanan, it is the intention of the parties that following the end of the contracted period, the City will pay LiveBuchanan no less than \$50,000 annually as in-kind support of the downtown for activities, events, aesthetics, etc., based on the budgetary needs of the LiveBuchanan.

d) The City agrees to support LiveBuchanan in obtaining Michigan Main Street training, classes, meetings, and professional development at a rate of \$6,000 per year.

e) LiveBuchanan shall seek sponsorships and other contributions (e.g. fundraising events, grants and donations) to assist with its own organizational expenses as well as for LiveBuchanan contributions towards events and community development projects. Any funds received by LiveBuchanan from grants, donations, fundraising, or other independent sources shall remain the property of LiveBuchanan.

5. **PAYMENT FOR SERVICES.** Payment for LiveBuchanan’s services shall be payable in advance, with funds being available and paid from the City budget to cover LiveBuchanan services and projects July 1 and December 1 of each fiscal year (Or the following Monday should these dates fall on a weekend). Half of the year’s agreed upon contract for services shall be paid no later than July 31, with the remaining half paid on December 30.

6. **TRANSITION OF EMPLOYEES.** The Assistant Director of Community Development/Main Street Manager (LiveBuchanan Executive Director) shall remain at all times a full-time, paid position with the City, and the Community Development Director shall also assist LiveBuchanan with its responsibilities for services provided to the City.

7. **USE OF OFFICE SPACE.** The City shall provide sufficient office space in the City Hall building located at 302 N Red Bud Tr Buchanan, MI 49107 for LiveBuchanan to carry out the services contemplated by this Agreement at no charge to LiveBuchanan.

8. **COOPERATION AND REPORTING.** It is intended that a “high level of communication” between LiveBuchanan and the City of Buchanan shall include the following:

a) LiveBuchanan shall submit to the City an annual report including for the length of time that a contract for services exists between the length and the City. LiveBuchanan will provide financial reports to the City for only those services outlined in the contract.

b) The City shall notify LiveBuchanan of any and all proposed projects in the downtown area, so that LiveBuchanan has the opportunity to provide input or collaborate in their implementation.

9. **MAIN STREET MODEL.** LiveBuchanan is committed to the National Main Street model as its organizational structure and has achieved the Engaged Level Main Street designation. Parties acknowledge that LiveBuchanan will continue to operate under the National Main Street model and maintain certification. Annually, each Team will adopt specific work programs with measurable tasks, and undertake activities designed to implement the National Main Street approach.

10. **FINANCIAL ACCOUNTABILITY.** LiveBuchanan at its own expense shall annually engage a Certified Public Accountant to review all of its financial activities in order to promptly file IRS Form 990 and to create an annual financial summary for LiveBuchanan consisting at minimum of an annual Income Statement and a Balance Sheet. Furthermore, the City at its own expense for the term of this Agreement shall have the right to annually audit the books and records associated with the revenues and the expenditures of funds for the programs, projects, and services specified in this Agreement

11. **INSURANCE REQUIREMENTS.** LiveBuchanan, at LiveBuchanan’s own cost and expense, shall procure and maintain, for the duration of this Agreement, insurance policies with

Comprehensive General Liability	\$2,000,000
Excess Umbrella Liability	\$1,000,000
Automobile Liability (non-owned & hired)	\$1,000,000
Worker’s Compensation/Employer’s Liability	\$500,000
Directors & Officers	\$1,000,000

the following minimum insurance coverages and limits:

Prior to the City payment for Services under this Agreement, LiveBuchanan shall furnish the City with proof of such insurance, and the policy(s) will require a 30-day notice of cancellation to be given to the City while this Agreement is in effect. These policies will be in effect at the time LiveBuchanan commences work under this Agreement. The City shall be named as an endorsed additional insured according to its interest under the general liability policy during the term of this Agreement.

12. **PARTIES RESPONSIBLE FOR OWN AGENTS.** The parties to this Agreement are responsible for the actions or inactions of their respective officers, directors, employees, and agents. No party shall be responsible for the actions or inaction of another party’s officers, directors, employees or agents.

13. **INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that LiveBuchanan, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City.

a) None of the employees or agents of LiveBuchanan shall be considered employees or

agents of the City. LiveBuchanan and its agents shall obtain no retirement benefits or other benefits that accrue to the City’s employees and LiveBuchanan hereby expressly waives any claim it may have to any such rights, with the exception of the LiveBuchanan Director per Paragraph 6.

b) Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between the City and LiveBuchanan other than an independent contractor relationship.

14. TERMINATION OF AGREEMENT. Either party may terminate this Agreement at any time.

a) The City may terminate this Agreement at any time by giving LiveBuchanan sixty (60) days prior written notice of termination. LiveBuchanan may also terminate this Agreement at any time by giving the City sixty (60) days prior written notice of termination. Termination by any party shall be effective on the 61st day after the date of such written notice.

b) If the City terminates this agreement without cause, the City shall, on or before the 61st day after the date of written notice, pay to LiveBuchanan those remaining funds which were payable in the fiscal year in which notice was given. Additionally, regardless of cause, if the City terminates this agreement, the City shall agree to pay the contract amount for the next fiscal year, including any grant commitments. Half of the year’s agreed upon contract for services shall be paid no later than July 31, with the remaining half paid on December 30.

For the second fiscal year following contract termination, the City agrees to pay the contract amount to LiveBuchanan, not including grant funds. Half of the year’s agreed upon contract for services shall be paid no later than July 31, with the remaining half paid on December 30.

c) Upon termination for cause, any unspent funds paid to LiveBuchanan by the City pursuant to this Agreement shall be refunded to the City after the costs of dissolution and wind up of LiveBuchanan. All other unspent funds shall remain the property of LiveBuchanan or benefit another non-profit organization within Berrien County in accordance with the Articles of Incorporation of LiveBuchanan.

d) “Cause” pursuant to this section is defined as limited to, embezzlement, criminal activity, or a material breach of the terms of this agreement.:

- i. a material breach of the terms of this agreement; or
- ii. illegal activity by a director, employee, or agent of LiveBuchanan related to the performance of this Agreement, such as fraud, embezzlement, or misuse of public funds.

15. NOTICES. All notices herein required shall be in writing and shall be sent by certified mail, postage prepaid, addressed as follows:

LiveBuchanan
P.O. Box 108
Buchanan, MI 49107
Attn: President

City of Buchanan
302 N Red Bud Tr
Buchanan, MI 49107
Attn: City Clerk

16. CONFORMANCE TO APPLICABLE LAWS. LiveBuchanan shall comply with all applicable federal, state, and local laws, rules and ordinances. No discrimination shall be made by LiveBuchanan in the employment of persons to work under this Agreement because of race, color, national origin, ancestry, sex or gender identity, religion, marital status, sexual orientation, height, weight or disability of such person.

17. DISPUTE RESOLUTION. Any dispute arising out of this Agreement shall first be referred to the City Manager and the LiveBuchanan Director, and/or their delegees. In the event that the dispute is not satisfactorily resolved, either party may commence arbitration proceedings pursuant to the Uniform Arbitration Act, with each party appointing an arbitrator and those arbitrators selecting a neutral arbitrator. Any arbitration award shall be enforceable in a court of competent jurisdiction.

18. SOLE AND ONLY AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which is not embodied in the Agreement and no other agreement, statement or promise shall be valid or binding.

19. INVALIDITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20. AMENDMENT. No change, amendment or modification of the Agreement shall be valid unless the same be in writing and signed by the parties hereto.

21. CITY ASSISTANCE. City staff and commission will cooperate with and support, to the extent feasible, LiveBuchanan in the promotion of the Main Street Program including without limitation its applications for grant funding and awards. City’s agreement of cooperation and support under this paragraph carries no additional financial commitment by the City; rather it is a statement of general support of the Main Street Program and its efforts consistent with the provisions of this Agreement.

22. AGREEMENT BINDING ON SUCCESSORS. The terms of this Agreement shall be binding upon the successors of the parties.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have on the dates set hereunto set their hands and seals as duly authorized by their respective board of directors.

WITNESSES:

CITY OF BUCHANAN

By: _____
Mayor

Dated: _____

WITNESSES:

BUCHANAN DEVELOPMENT
ORGANIZATION DBA LIVEBUCHANAN

By: _____
President of the Board of Directors

Dated: _____

APPROVED AS TO FORM:

By: _____

City Attorney

2023 PROJECTS

DESIGN Installed String Lights
 Began Library Mural Project
 Restored Mel Ravish Memorial Board
 Designed Sign for US 12 Based on Historic References
 Designed Replica Historic Signage for The Hometown & Co.

PROMOTION Installed Sign on The Common
 Designed Signs for McCoy Creek Trail
 Created Attractions Map
 Created Positive Press about Buchanan
 Served on Local Tourism Committees to Advance Buchanan's Tourism Efforts
 Initiated Munchie Mondays
 Created Website and Social Media

ECONOMIC VITALITY Opened Business Incubator
 Provided Business Support Services
 Brought 4 New Businesses Downtown
 Supported Partners and Local Businesses in Grant Identification and Creation

ORGANIZATION Created an Historic Reference Library
 Established Important Relationships with Partner Organizations, Businesses, and Individuals
 Finished Application to become a designated Michigan Main Street



2024 PROJECTS & GOALS

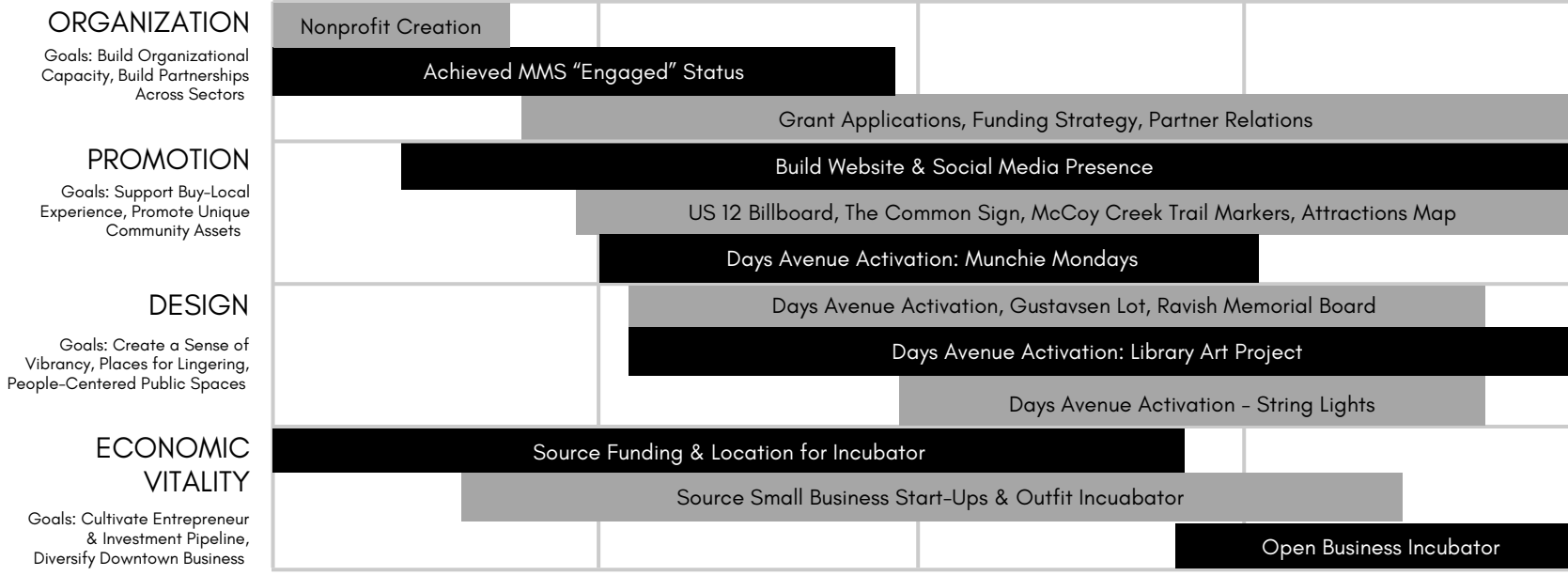
DESIGN Two Directional Signs on US 12
 Install Replica Historic Signage for The Hometown & Co.
 Install Library Murals
 Complete Master Plan for The Common

PROMOTION Promote "I <3 My Library" Campaign
 Install Signs for McCoy Creek Trail
 Build on Positive Press about Buchanan
 Continue and Improve Munchie Mondays
 Build Social Media Impact
 Publish Buchanan Visitor Guide
 Amplify The Common Concert Series
 Create and Promote Buchanan Lifestyle Social Media Videos
 Create and Launch Annual Marquee Event

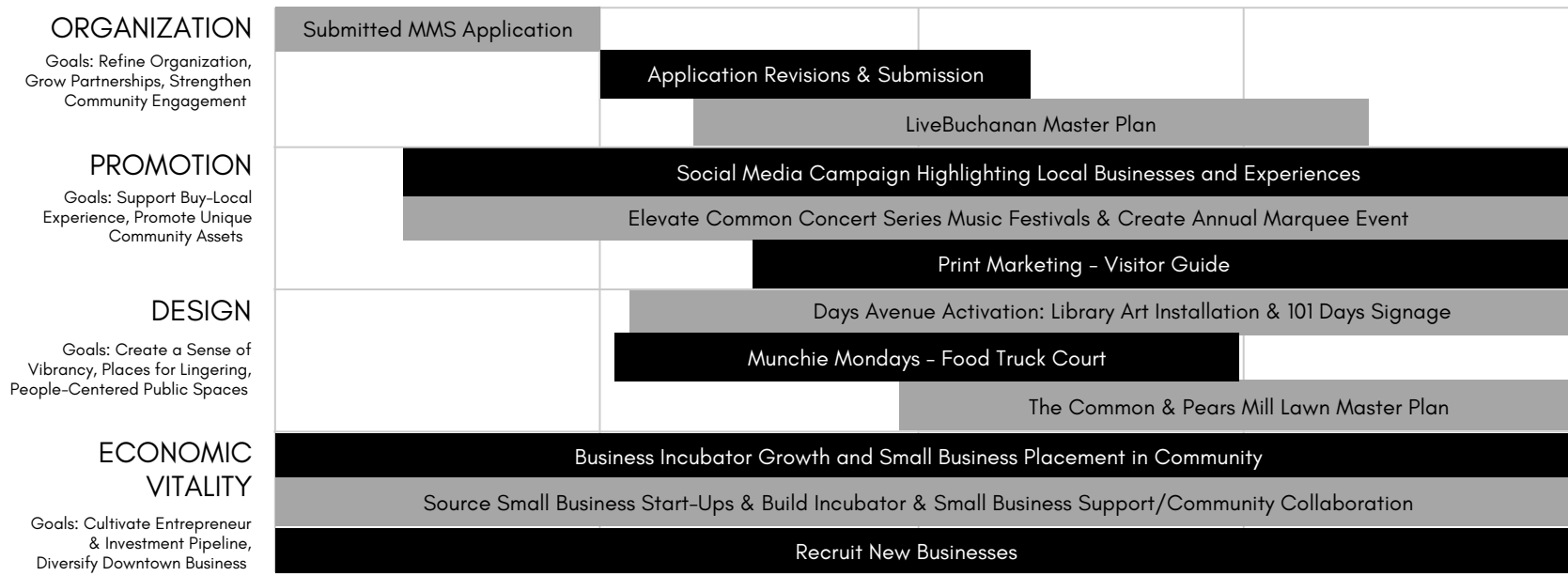
ECONOMIC VITALITY Maintain Business Incubator Operations
 Provide Business Support Services
 Seek Long-term Placement for Businesses in Our Community
 Source New Businesses for 2025 Cohort
 Support Partners and Local Businesses in Grant Identification and Creation

ORGANIZATION Strengthen Relationships with Partner Organizations, Businesses, and Individuals
 Update and Resubmit Application to become a designated Michigan Main Street
 Seek Grants and Fundraising Opportunities to Enhance Program

1st Quarter 2nd Quarter 3rd Quarter 4th Quarter



1st Quarter 2nd Quarter 3rd Quarter 4th Quarter



**CITY OF BUCHANAN
BERRIEN COUNTY, MICHIGAN
RESOLUTION 2024.07/21**

WHEREAS, in order to operate a tax-exempt private entity, the Articles of Incorporation and Bylaws have been officially filed by the State of Michigan for the Buchanan Development Organization (LiveBuchanan) and

WHEREAS, LiveBuchanan has obtained the IRS 501(c)(3) charitable tax-exempt designation to best carry out its mission and work; and

WHEREAS, LiveBuchanan will continue its mission as a volunteer-led organization focused on creating a vibrant, strong, and economically viable downtown using the Main Street Four Point Approach to further their commitment to historic preservation, infrastructure improvements, quality events, supporting small businesses through retention and recruitment, and promoting downtown Buchanan as the heart and hub of the community.

WHEREAS, LiveBuchanan will promote Buchanan’s historic preservation, contribute to community betterment by fostering economic development downtown, holding community events, fundraising for specific projects, social programs, improvement and beautification; and

WHEREAS, LiveBuchanan will disseminate information and promote interest in the preservation, history, arts and culture, architecture and public use of the Buchanan downtown area; and

NOW, THEREFORE, BE IT RESOLVED that the proposed community vitality efforts, consistent with the City’s vision for downtown be executed by a partnership between the City and LiveBuchanan to implement a shared vision to benefit the community at large via economic development and revitalization of the downtown.

BE IT FURTHER RESOLVED that the City of Buchanan fully supports LiveBuchanan both financially and through the implementation of projects/programming that create a vibrant, strong, and economically viable downtown.

AYES:

NAYES:

ABSENT:

ADOPTED, APPROVED, AND PASSED BY THE City of Buchanan on this the ___ day of _____, 2024.

CITY CLERK, KALLA LANGSTON

CERTIFICATION

I hereby certify that the above is 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 _____ day of _____, 2024 and that said meeting was conducted.

CITY CLERK, KALLA LANGSTON

May 20, 2024

Richard Murphy, Community Development Director
City of Buchanan
302 N Red Bud Trail
Buchanan, Michigan 49107
rmurphy@cityofbuchanan.com

**RE: City of Buchanan, MI – St. Joseph River Kayak Launch
Proposal for Engineering, Regulatory, & Construction Administration Services**

Dear Mr. Murphy,

Abonmarche is pleased to present this proposal for engineering, regulatory, and construction administration services for development of the St. Joseph River kayak launch project located in the City of Buchanan, MI.



Figure 1: Project Site Location Map (Google Earth 3/19/2021 aerial image)

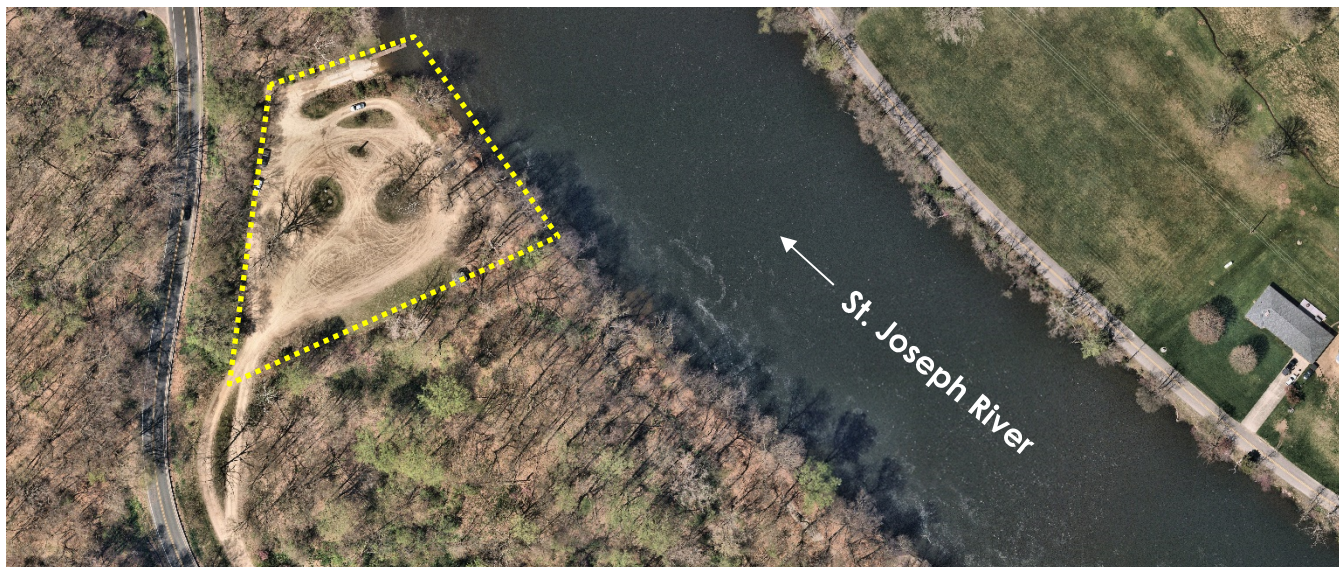


Figure 2: Zoomed-In Project Site Location Map (Nearmap 4/19/2024 aerial image)

UNDERSTANDING & BACKGROUND

In November 2022, Abonmarche was tasked to conceptualize a long-term kayak launch development plan with an opinion of probable cost. After later discussion, a smaller site layout was developed for initial (phase I) construction then a grant application was submitted in April 2023 to the Michigan Department of Natural Resources (DNR) to seek funding assistance from the Michigan Natural Resources Trust Fund (MNRTF). In May 2023, the MDNR awarded a MNRTF grant to the city to assist in the initial phase of construction, requiring a 50% local match. A total project cost of \$310,000 was utilized in the preparation of the scope and fee herein. The proposed plan (see Figure 3 on next page) will include ADA-compliant infrastructure including the following site components:

1. Floating Kayak Launch w/ Anchor System & Gangway
2. Timber Pile Supported Boardwalk/Pier
3. Concrete Sidewalk Access
4. Site Amenities (Bench & trash/recycle receptacles)
5. Concrete Parking Pad
6. Pavement Markings & Wheel Stops
7. Grant Acknowledgement Signage
8. Native Plantings (including one deciduous tree planting)



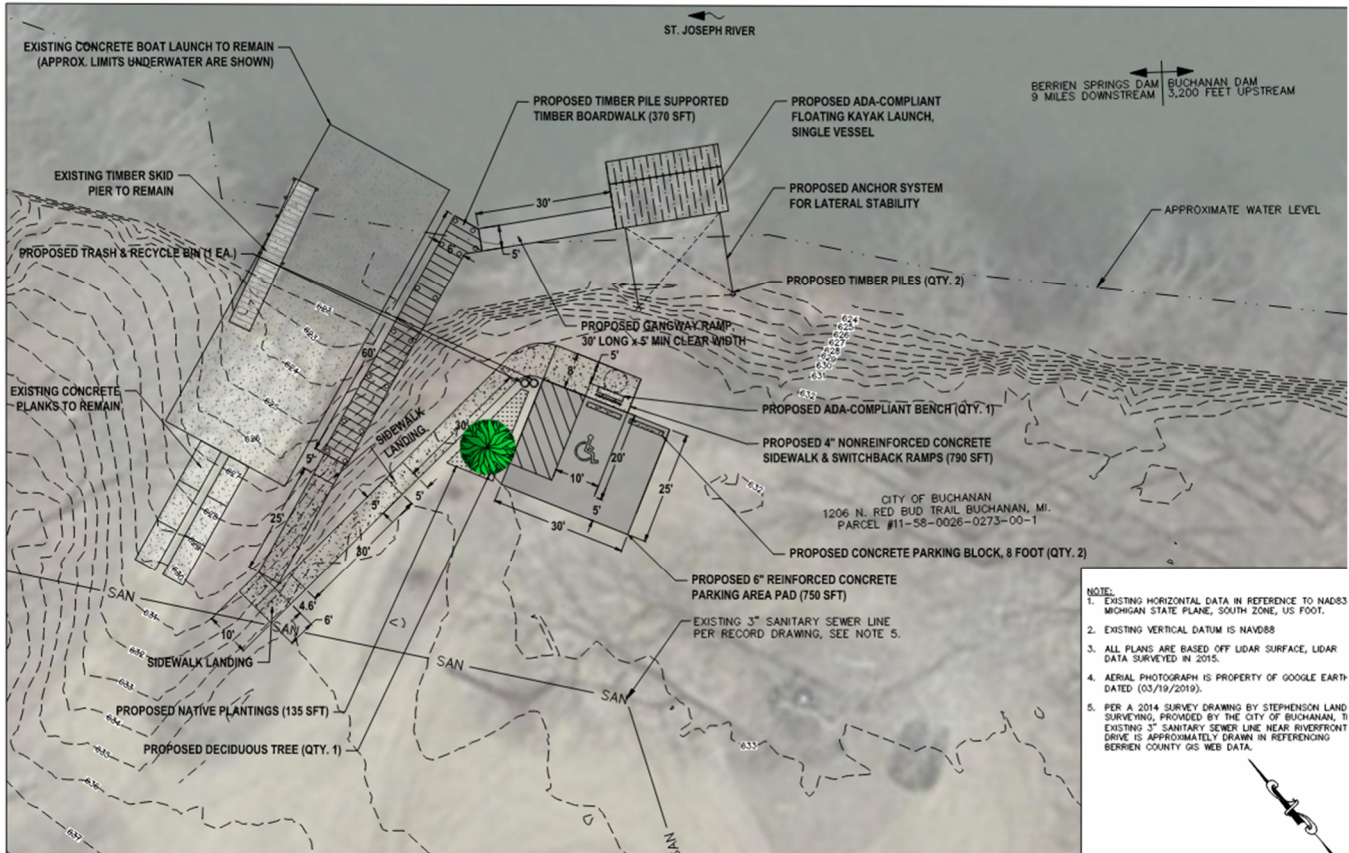


Figure 3: Abonmarche site plan dated 09/26/2023.

SCOPE OF SERVICES

We propose the following Scope of Services:

Task 1 – Project Kick-off Meeting

The Abonmarche team will coordinate an in-person kick-off meeting with City representatives and key stakeholders to confirm and establish the plan components, lines of communication, and the final project schedule.

Task 2 – Topographic & Hydrographic Survey

2A – Topographic Survey

Abonmarche will complete a topographic survey of the site within the limits shown on Figure 4, which shall include the following pertinent features: edge of water, top of bank, trees > 6” diameter, concrete boat launch, timber skid pier, overhead electric utility pole(s), and other observable, pertinent site features. A boundary survey map and legal description created by Abonmarche dated 4/12/2024 defines the parcel limits of the site.



The deliverable for this task will be a survey drawing with contours expressed in one-foot interval contour lines and spot elevations that will be utilized to develop the basemap to produce the construction documents.

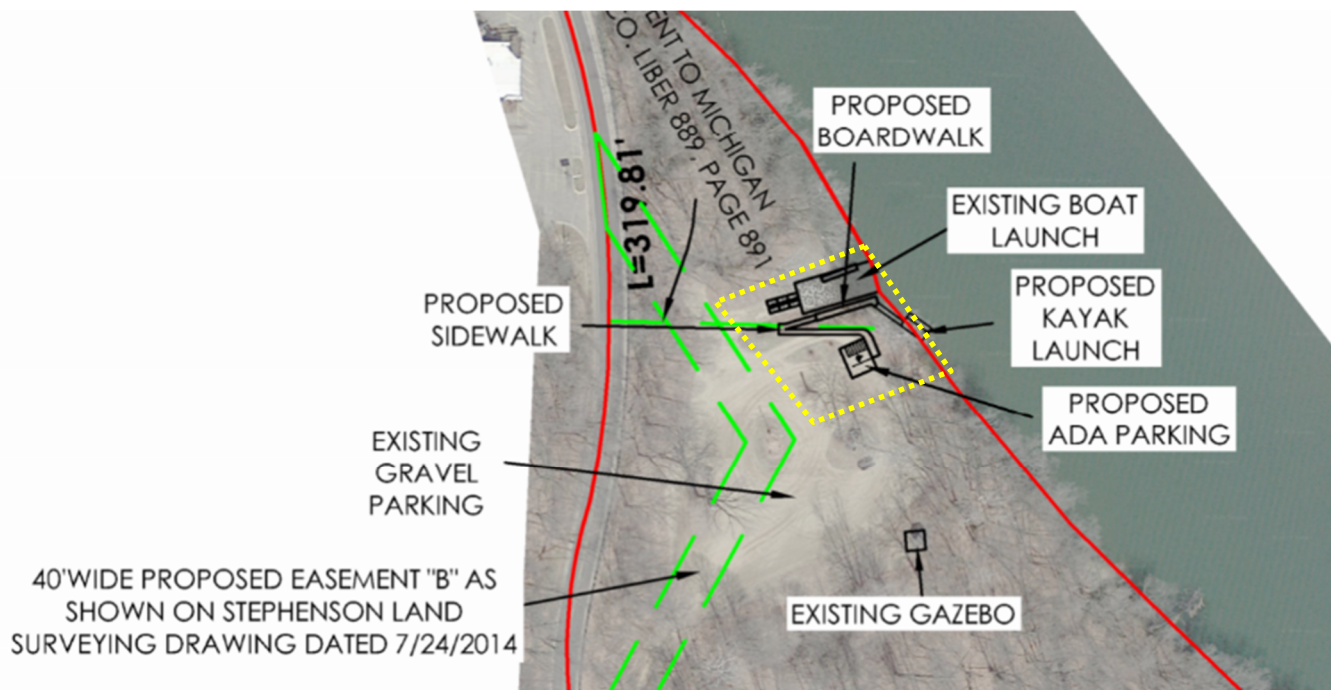


Figure 4: Topographic survey limits, see yellow dotted line (Abonmarche 4/12/2024 boundary map).

2B – Single Beam Hydrographic Survey (Sub-consultant)

Abonmarche and its subconsultant will collect single beam hydrographic survey data in the immediate vicinity of the proposed kayak launch. This hydrographic survey is proposed to determine bottom elevations in the nearshore area in the location of the future kayak launch and boardwalk/pier. This data will be needed to evaluate the appropriate designs for the proposed kayak launch. Deliverables will include bathymetric plots and XYZ survey data for use in base file development. The data will be incorporated into the survey basemap developed under Task 2A above.

Task 3 – Preliminary Engineering

After the topographic and hydrographic survey is complete and the data is processed into a 3D model 'base file' for CAD drafting, Abonmarche will prepare the preliminary engineering drawings of the proposed kayak launch concept, along with a cost estimate. The preliminary design will consider changing water levels as well as soil conditions and will be adjusted to balance the cost with the desired level of protection/risk, anticipated maintenance needs



and regulatory considerations. These drawings will then be submitted to the City for review and once finalized, will be used in permitting.

Task 4 – Joint Permit Application

Abonmarche will prepare a JPA package to submit to the State of Michigan Environmental, Great Lakes & Energy (EGLE) department via MiEnviro online portal. The JPA package will include a cover letter, 8.5" x 11" permit drawings, detailed permit application, and relevant supplemental information to support the permit process (i.e., flood maps, parcel information, record drawings). Prior to submittal, a draft package will be provided to the city for review.

Task 5 – Permit Processing

This task includes agency follow-up requests, meetings, drawing revisions, and other efforts necessary to respond to agency concerns and questions. The budget included assumes that the regulatory process will be straightforward with minimal agency concerns.

Task 6 – Final Design, Reviews, Bid Documents

This task includes advancing the approved preliminary design into detailed construction documents. The deliverables for this task will include site layout and dimensioning, grading plan, detailed documents for construction of related features and a landscape plan. Abonmarche will prepare specifications and bidding documents suitable for bidding the project to qualified contractors. We will also prepare contract documents using templates from the Engineers Joint Contract Documents Commission. Bid documents will be submitted for owner and granting agency review, as required. If needed, minor adjustment to the documents will be completed after review.

Task 7 – Bid & Award Assistance

Abonmarche will distribute project advertisements to the local newspaper and to qualified contractors known to Abonmarche. The bid will be administered electronically through Abonmarche's online bidding website or as appropriate based upon grant bid requirements. We will address questions and issue addenda as needed. Fees for advertising will be paid by the client.

This phase includes attendance at a pre-bid conference and bid opening. Abonmarche will tabulate bids, review bidder references, and submit a contract award recommendation to the City.



Task 8 – Construction Administration

Abonmarche will administer construction, including processing pay estimates, requests for information (RFIs), submittals, change orders, punch list, and related construction administration duties. Services will include an estimated six (6) to eight (8) weeks of construction and a maximum of six (6) site visits to note and discuss the progress of construction. However, no full-time inspector will be on site for observations, apart from completing concrete testing during the placement of concrete sidewalk and parking. Abonmarche will attend and conduct all meetings necessary for the administration of the construction contract. This is anticipated to include the pre-construction meeting, up to five weekly progress meetings, a punch list walk-through, and site visit for verification of completion and final acceptance. At the close of construction, we will conduct a final walk-through to develop a punchlist of items to address before contract closeout. We will administer the construction phase until the project has been closed out.

Task 9 – Construction Staking

Abonmarche will complete construction staking per contractor requests. We have estimated a total of two rounds of staking will be required, however, if our efforts exceed the budget, or if multiple rounds of staking/re-staking are required, we will complete these efforts on a time and materials basis.

EXCLUSIONS & ASSUMPTIONS

Our proposal does not include any fees for obtaining record information or permit application fees. We recommend budgeting up to \$2,000 for EGLE permit application fees. The following services are specifically excluded from this proposal. If a need is identified, Abonmarche is available to provide a proposal at your request.

- Environmental/special studies if required by regulatory agencies, such as wetland delineations, mussel surveys, historic preservation, and/or threatened/endangered species studies, etc.
- Geotechnical investigations.
- Hydraulic modeling.
- Public meetings/presentations.

MEETINGS AND SCHEDULE

This proposal anticipates up to two (2) in-person meetings in Buchanan, aside from construction administration. Abonmarche will conduct a project initiation meeting, along with a design meeting, at Buchanan City Hall. On-site progress meetings will be held during



construction on a weekly or bi-weekly(every two weeks) basis. We anticipate that the initiation meeting and topographic survey can be scheduled within approximately four (4) weeks of the notice to proceed. Preliminary drawings will be completed within six (6) weeks of the survey. Note that the state permit process typically takes 3-6 months and can extend longer depending upon agency workload and project specific considerations.

FEES

We propose to complete the above scope for the following lump sum fees, except where otherwise noted, excluding permit fees, and noted exclusions:

Task 1 – Project Kick-off Meeting	\$ 1,800
Task 2 – Topographic & Hydrographic Survey	\$ 7,800
Task 3 – Preliminary Engineering	\$ 11,600
Task 4 – Joint Permit Application	\$ 3,300
Task 5 – Permit Processing ⁽¹⁾	\$ 2,400
Task 6 – Final Design, Reviews, Bid Package	\$ 11,200
Task 7 – Bid & Award Assistance	\$ 1,700
Task 8 – Construction Administration	\$ 11,900
Task 9 – Construction Staking	\$ 1,200
Total Fee:	\$ 52,900

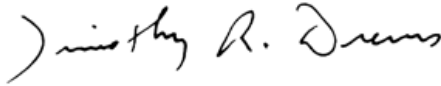
- (1) Task 6, permit processing is intended as a budget, assuming a straightforward permitting process. If agencies require significant correspondence, follow-ups, revisions, etc. we will notify you before exceeding the budget herein.
- (2) If approvals and permits result in design changes that require re-design services, Abonmarche will meet with you to determine appropriate scope modifications and/or fee adjustments.

Your signature on the attached standard professional services agreement will authorize us to commence the work. If you have any questions or need further clarification, please feel free to contact me at (269)926-4559 or mmorphey@abonmarche.com.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



Michael Morphey, PE, LEED AP
Sr. Project Manager/Waterfront Group Director



Timothy R. Drews, PE, PTOE, RSP
Vice President

Attachments: Professional Services Agreement

cc: Tony McGhee; Katie Vanderhulst; Martin Rivas, PE





Professional Services Agreement

Abonmarche Project Number: _____

AGREEMENT between (Client name), City of Buchanan (Date) _____

(Client address) 302 N Redbud Trail, Buchanan, MI 49107 (Phone) _____

(Cell) _____ (Fax) _____ (Email) _____ hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 95 W. Main Street, Benton Harbor, MI 49022

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:

(Project Name) Buchanan Kayak Launch (Location) Buchanan, MI

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) See attached proposal dated 5/20/2024

(Project schedule) See attached proposal dated 5/20/2024

(Special Provisions) See attached proposal dated 5/20/2024

Abonmarche's proposal/work plan, dated 5/20/2024 is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) See attached proposal dated 5/20/2024

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated _____ as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: Timothy R. Drews, PE <small>Digitally signed by Timothy R. Drews, PE DN: cn=Timothy R. Drews, o=Abonmarche Consultants, Inc., cn=Timothy R. Drews, PE Date: 2024.05.20 09:14:31-0400</small>
Signature: _____	Printed Name: _____	Printed Name: Timothy R. Drews
Printed Name: _____	Date of Birth: _____	Title: Vice President
Date Signed: _____	Driver's License #: _____	Originating Office: Abonmarche Consultants, Inc. 95 W. Main Street
Federal Tax ID: _____	Employed by: _____	Benton Harbor, MI 49022
	Address: _____	
	City/State _____	Date Signed: _____
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$0_____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.

13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.
19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction 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 construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche 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 Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

does not pay for those services except when the Client is a governmental agency and lien rights do not apply.

25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
26. **Liability Limitation.** In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and 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 Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
27. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
28. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
30. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
32. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
33. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche 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 Abonmarche.
34. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
35. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
36. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement



PRIMARY ELECTION

EARLY VOTING DATES- TIMES- LOCATION

Location

Berrien County South County Building-Door 13
1205 N FRONT ST.- NILES-MI-49120

Dates & Times

July 27th 8:30AM-4:30PM

July 28th 8:30AM-4:30PM

July 29th 8:30AM-4:30PM

July 30th 8:30AM-4:30PM

July 31st 11:00AM-7:00PM

Aug 1st 8:30AM-4:30PM

Aug 2nd 8:30AM-4:30PM

Aug 3rd 8:30AM-4:30PM

Aug 4th 8:30AM-4:30PM

ELECTION DAY

AUGUST 6TH, 2024, 7:00AM-8:00PM

PCT 1-CITY HALL- 302 N REDBUD TRL BUCHANAN, MI 49107

PCT 2- REDBUD CITY CENTER- 131 S. OAK ST BUCHANAN, MI

49107

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/17/2024	AP	ALEXANDER, MICHAEL POLICE RESERVES Vnd: 2266 Invoice: 07.06.24	Invoice: 07.06.24 Ref#: 28743 (REDBUD TNT TRAFFIC CONTROL) 701-000.000-150.000 701-000.000-202.000	90.00	90.00
		Expected Check Run: 07/22/2024		90.00	90.00
07/17/2024	AP	ANN TUIITE TRAIL GRANT EXPENDITURES Vnd: 1949 Invoice: 12403175	Invoice: 12403175 Ref#: 28705 (REIMBURSEMENT FOR UPRINTING INVOICE - EA) 401-000.000-970.031 401-000.000-202.000	51.65	51.65
		Expected Check Run: 07/22/2024		51.65	51.65
07/17/2024	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 07.11.24	Invoice: 07.11.24 Ref#: 28738 (NOTICE FOR ELECTION AND PUBLIC ACCURACY) 101-215.000-903.000 101-000.000-202.000	147.90	147.90
		Expected Check Run: 07/22/2024		147.90	147.90
04/30/2024	AP	BUTZEL ATTORNEYS & COUNSELORS LEGAL FEES Vnd: 2347 Invoice: 9535164	Invoice: 9535164 Ref#: 28691 (PROFESIONAL SERVICES THROUGH 3.31.24 PD) 101-301.000-826.000 101-000.000-202.000	2,047.50	2,047.50
		Expected Check Run: 07/22/2024		2,047.50	2,047.50
06/30/2024	AP	BUTZEL ATTORNEYS & COUNSELORS LEGAL FEES Vnd: 2347 Invoice: 9544777	Invoice: 9544777 Ref#: 28723 (COLLECTIVE BARGANING - PERIOD ENDING 6.3) 101-101.000-826.000 101-000.000-202.000	6,123.53	6,123.53
		Expected Check Run: 07/22/2024		6,123.53	6,123.53
06/30/2024	AP	BUTZEL ATTORNEYS & COUNSELORS LEGAL FEES Vnd: 2347 Invoice: 9544778	Invoice: 9544778 Ref#: 28724 (REVISION OF C. MANAGER EVAL.) 101-172.000-826.000 101-000.000-202.000	500.00	500.00
		Expected Check Run: 07/22/2024		500.00	500.00
07/17/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 4198926815	Invoice: 4198926815 Ref#: 28693 (CITY HALL MATS) 101-265.000-818.000 101-000.000-202.000	83.94	83.94
		Expected Check Run: 07/22/2024		83.94	83.94

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/17/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 5219055030	Invoice: 5219055030 Ref#: 28694 (MEDICAL CABINET RESTOCK - DPW) 101-441.000-818.000 101-000.000-202.000	204.30	204.30
		Expected Check Run: 07/22/2024		204.30	204.30
07/17/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 5219055029	Invoice: 5219055029 Ref#: 28695 (MEDICAL CABINET RESTOCK -CEMETERY) 101-567.000-818.000 101-000.000-202.000	98.95	98.95
		Expected Check Run: 07/22/2024		98.95	98.95
07/17/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 5219055059	Invoice: 5219055059 Ref#: 28696 (MEDICAL CABINET RESTOCK - FD) 101-336.000-818.000 101-000.000-202.000	61.60	61.60
		Expected Check Run: 07/22/2024		61.60	61.60
07/17/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 5219055050	Invoice: 5219055050 Ref#: 28697 (MEDICAL CABINET RESTOCK - WWTP) 592-590.000-818.000 592-000.000-202.000	70.01	70.01
		Expected Check Run: 07/22/2024		70.01	70.01
07/17/2024	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 5219055077	Invoice: 5219055077 Ref#: 28698 (MEDICAL CABINET RESTOCK - CITY HALL) 101-265.000-818.000 101-000.000-202.000	127.12	127.12
		Expected Check Run: 07/22/2024		127.12	127.12
06/30/2024	AP	CITY OF BRIDGMAN CONTRACTUAL Vnd: 1845 Invoice: 00303	Invoice: 00303 Ref#: 28718 (WATER SAMPLES APRIL 2024-JUNE 2024) 592-591.000-818.000 592-000.000-202.000	660.00	660.00
		Expected Check Run: 07/22/2024		660.00	660.00
07/17/2024	AP	COMCAST BUSINESS TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1722 Invoice: 07.14.24-08.13.24 Vnd: 1722 Invoice: 07.14.24-08.13.24	Invoice: 07.14.24-08.13.24 Ref#: 28729 (MOTHLY CYCLE) 592-590.000-853.000 101-441.000-853.000 101-567.000-853.000 592-000.000-202.000 101-000.000-202.000	371.80 230.51 160.36	371.80 390.87
		Expected Check Run: 06/24/2024		762.67	762.67

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2024	AP	COUNTY OF BERRIEN TRAIL GRANT EXPENDITURES Vnd: 1864 Invoice: 15676	Invoice: 15676 Ref#: 28692 (SHERIFF INMATE WORKER CREW 6.17.24-6.18.) 401-000.000-970.031 401-000.000-202.000	360.00	360.00
		Expected Check Run: 07/22/2024		360.00	360.00
07/17/2024	AP	DAVE SPURLOCK POLICE RESERVES Vnd: 0630 Invoice: 07.03.24	Invoice: 07.03.24 Ref#: 28749 (REDBUD TNT TRAFFIC CONTROL & STAGING) 701-000.000-150.000 701-000.000-202.000	310.00	310.00
		Expected Check Run: 07/22/2024		310.00	310.00
07/17/2024	AP	EDIBLE MICHIANA MISCELLANEOUS Vnd: 0969 Invoice: 4109	Invoice: 4109 Ref#: 28699 (ADVERTISEMENT) 101-754.000-756.014 101-000.000-202.000	204.00	204.00
		Expected Check Run: 07/22/2024		204.00	204.00
07/17/2024	AP	ERIC LOTSBAICH POLICE RESERVES Vnd: 2340 Invoice: 07.06.24	Invoice: 07.06.24 Ref#: 28744 (REDBUD TNT TRAFFIC CONTROL) 701-000.000-150.000 701-000.000-202.000	90.00	90.00
		Expected Check Run: 07/22/2024		90.00	90.00
06/30/2024	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1343	Invoice: 1343 Ref#: 28716 (JUNE 2024 IT SUPPORT) 101-301.000-818.000 101-000.000-202.000	339.22	339.22
		Expected Check Run: 07/22/2024		339.22	339.22
06/30/2024	AP	EXEMPLAR IT SOLUTIONS MAINT. - OFFICE EQUIPMENT Vnd: 2228 Invoice: 1344	Invoice: 1344 Ref#: 28717 (JUNE 2024 WORKSTATION CHECK UP AND ENDPO) 592-590.000-934.000 592-000.000-202.000	78.30	78.30
		Expected Check Run: 07/22/2024		78.30	78.30
06/30/2024	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1342	Invoice: 1342 Ref#: 28725 (JUNE 2024 IT SUPPORT) 101-265.000-818.000 101-000.000-202.000	68.85	68.85
		Expected Check Run: 07/22/2024		68.85	68.85

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2024	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1341(1)	Invoice: 1341(1) Ref#: 28726(JUNE 2024 SLA CONTRACT) 101-262.000-818.000 101-000.000-202.000	950.00	950.00
		Expected Check Run: 07/22/2024		950.00	950.00
07/17/2024	AP	EXEMPLAR IT SOLUTIONS EXEMPLAR CONTRACT Vnd: 2228 Invoice: 1341	Invoice: 1341 Ref#: 28727(CONTRACT- JUNE 2024 VEEAM BACKUP, MICROS) 101-265.000-818.000 101-000.000-202.000	2,150.46	2,150.46
		Expected Check Run: 07/22/2024		2,150.46	2,150.46
07/17/2024	AP	FRANCIS MORLEY POLICE RESERVES Vnd: MISC Invoice: 07.06.24	Invoice: 07.06.24 Ref#: 28747(REDBUD TNT TRAFFIC CONTROL) 701-000.000-150.000 701-000.000-202.000	40.00	40.00
		Expected Check Run: 07/22/2024		40.00	40.00
06/30/2024	AP	GRAINGER OFFICE SUPPLIES Vnd: 0248 Invoice: 9003061349	Invoice: 9003061349 Ref#: 28720(WWTP COPY PAPER - MISSED INVOICE) 592-590.000-728.000 592-000.000-202.000	25.67	25.67
		Expected Check Run: 07/22/2024		25.67	25.67
06/30/2024	AP	GRAINGER MISCELLANEOUS SUPPLIES Vnd: 0248 Invoice: 9041226789	Invoice: 9041226789 Ref#: 28721(MOTOR FOR CEMETERY EQUIP - MISSED INVOICE) 101-567.000-756.000 101-000.000-202.000	17.46	17.46
		Expected Check Run: 07/22/2024		17.46	17.46
07/12/2024	AP	INDIANA MICHIGAN POWER COMPANY STREET LIGHTING UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES Vnd: 0131 Invoice: JULY 2024 Vnd: 0131 Invoice: JULY 2024 Vnd: 0131 Invoice: JULY 2024	Invoice: JULY 2024 Ref#: 28684(JULY 2024 USAGE) 101-441.000-926.000 202-474.000-921.000 592-590.000-921.000 592-591.000-921.000 101-336.000-921.000 101-265.000-921.000 101-301.000-921.000 101-371.001-921.000 101-441.000-921.000 101-000.000-202.000 202-000.000-202.000 592-000.000-202.000	361.40 132.07 587.36 211.35 244.11 1,500.26 59.52 375.06 815.65	3,356.00 132.07 798.71
		Expected Check Run: 07/22/2024		4,286.78	4,286.78

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2024	AP	INDIANA MICHIGAN POWER COMPANY	<i>Invoice: JUNE Ref#: 28685 (JUNE 2024 POWER USAGE)</i>		
		UTILITIES	101-268.000-921.000	201.88	
		UTILITIES	101-301.000-921.000	881.01	
		UTILITIES	101-441.000-921.000	176.73	
		UTILITIES	101-336.000-921.000	25.59	
		UTILITIES	101-753.000-921.000	93.79	
		CITY CENTER/UTIL./REFUNDS	101-265.000-922.000	206.13	
		UTILITIES	592-591.000-921.000	2,340.33	
		STREET LIGHTING	101-441.000-926.000	2,662.77	
		UTILITIES	592-590.000-921.000	6,638.88	
		UTILITIES	101-755.000-921.000	49.69	
		Vnd: 0131 Invoice: JUNE	101-000.000-202.000		4,297.59
		Vnd: 0131 Invoice: JUNE	592-000.000-202.000		8,979.21
		Expected Check Run: 07/22/2024		13,276.80	13,276.80
07/08/2024	AP	JANE LINSEA	<i>Invoice: 07/09/2024 Ref#: 28683 (UB refund for account: 6474)</i>		
		READY TO SERVE	592-000.000-067.021	42.44	
		READY TO SERVE	592-000.000-067.021	36.96	
		Vnd: MISC Invoice: 07/09/2024	592-000.000-202.000		79.40
		Expected Check Run: 07/24/2024		79.40	79.40
07/17/2024	AP	JASON CULLUM	<i>Invoice: 07.06.24 Ref#: 28742 (REDBUD TNT TRAFFIC CONTROL)</i>		
		POLICE RESERVES	701-000.000-150.000	60.00	
		Vnd: 1505 Invoice: 07.06.24	701-000.000-202.000		60.00
		Expected Check Run: 07/22/2024		60.00	60.00
07/17/2024	AP	JERRY FLENOR	<i>Invoice: 07.15.24 Ref#: 28700 (CROWN TROPHY, DRINKS FOR JAIL WORKERS (W))</i>		
		TRAIL GRANT EXPENDITURES	401-000.000-970.031	53.59	
		Vnd: 1375 Invoice: 07.15.24	401-000.000-202.000		53.59
		Expected Check Run: 07/22/2024		53.59	53.59
06/30/2024	AP	JONES PETRIE RAFINSKI CORP.	<i>Invoice: 0049314 Ref#: 28715 (FRONT ST. RETAINING WALL)</i>		
		CONTRACTUAL	214-000.000-818.000	808.75	
		Vnd: 2358 Invoice: 0049314	214-000.000-202.000		808.75
		Expected Check Run: 07/22/2024		808.75	808.75
06/30/2024	AP	KCI	<i>Invoice: 336879 Ref#: 28719 (JULY WATER BILLS)</i>		
		POSTAGE	592-590.000-730.000	754.93	
		POSTAGE	592-590.000-730.000	754.93	
		Vnd: 2120 Invoice: 336879	592-000.000-202.000		1,509.86
		Expected Check Run: 07/22/2024		1,509.86	1,509.86

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/17/2024	AP	LARRY SCHMELING POLICE RESERVES Vnd: 1114 Invoice: 07.06.24	Invoice: 07.06.24 Ref#: 28746 (REDBUD TNT TRAFFIC CONTROL) 701-000.000-150.000 701-000.000-202.000	90.00	90.00
		Expected Check Run: 07/22/2024		90.00	90.00
07/17/2024	AP	LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 73438	Invoice: 73438 Ref#: 28701 (BLINDS FOR CLERK CASHIER) 101-265.000-756.000 101-000.000-202.000	7.58	7.58
		Expected Check Run: 07/22/2024		7.58	7.58
07/12/2024	AP	LRs, LLC UTILITIES 29199.1 29205.1 29205.4 29205.3 29205.2 Vnd: 2331 Invoice: JUNE Vnd: 2331 Invoice: JUNE	Invoice: JUNE Ref#: 28686 (MONTHLY TRASH SERVICE) 101-567.000-921.000 101-265.000-922.000 101-441.000-921.000 592-590.000-921.000 101-265.000-921.000 101-265.000-921.000 101-000.000-202.000 592-000.000-202.000	96.54 96.54 363.54 96.54 144.59 144.59	845.80 96.54
		Expected Check Run: 07/22/2024		942.34	942.34
07/17/2024	AP	MAMC CONTRACTUAL Vnd: 0337 Invoice: 2024	Invoice: 2024 Ref#: 28741 (MAMC CONFERENCE REGISTRATION) 101-567.000-818.000 101-000.000-202.000	159.00	159.00
		Expected Check Run: 07/22/2024		159.00	159.00
06/30/2024	AP	MATERIALS RESOURCES MISCELLANEOUS SUPPLIES Vnd: 2346 Invoice: 3385201	Invoice: 3385201 Ref#: 28722 (GLOVES FOR DPW) 101-441.000-756.000 101-000.000-202.000	35.08	35.08
		Expected Check Run: 07/22/2024		35.08	35.08
06/30/2024	AP	MATUREN & ASSOCIATES, INC. TRAIL GRANT EXPENDITURES Vnd: 0879 Invoice: 24-04	Invoice: 24-04 Ref#: 28728 (REVIEW OF FLATWATER FARMS REPORT FOR TRA) 401-000.000-970.031 401-000.000-202.000	1,500.00	1,500.00
		Expected Check Run: 07/22/2024		1,500.00	1,500.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/17/2024	AP	MICHIANA RENTAL PROPERTIES LLC WATER SALES Vnd: MISC Invoice: 07.09.24	Invoice: 07.09.24 Ref#: 28702 (REFUND FOR ACCT #2266) 592-000.000-642.000 592-000.000-202.000	383.72	383.72
		Expected Check Run: 07/22/2024		383.72	383.72
07/17/2024	AP	MICHIGAN MUNICIPAL LEAGUE MEMBERSHIP AND DUES Vnd: 2303 Invoice: 0000864	Invoice: 0000864 Ref#: 28739 (MEMBERSHIP RENEWAL 7.124-6.30.25) 101-101.000-831.000 101-000.000-202.000	4,658.00	4,658.00
		Expected Check Run: 07/22/2024		4,658.00	4,658.00
07/17/2024	AP	MID COUNTY LAWN AND GARDEN MAINTENANCE - EQUIPMENT Vnd: 1530 Invoice: 189725	Invoice: 189725 Ref#: 28731 (CEMETERY MOWER BOLTS AND WASHERS) 101-567.000-933.000 101-000.000-202.000	35.34	35.34
		Expected Check Run: 07/22/2024		35.34	35.34
07/17/2024	AP	MID COUNTY LAWN AND GARDEN MAINTENANCE - EQUIPMENT Vnd: 1530 Invoice: 189743	Invoice: 189743 Ref#: 28732 (9 MOWER BLADES - CEMETERY MOWERS) 101-567.000-933.000 101-000.000-202.000	186.21	186.21
		Expected Check Run: 07/22/2024		186.21	186.21
07/17/2024	AP	MID COUNTY LAWN AND GARDEN MAINTENANCE - EQUIPMENT Vnd: 1530 Invoice: 189742	Invoice: 189742 Ref#: 28733 (PARTS FOR CEMETERY MOWERS) 101-567.000-933.000 101-000.000-202.000	310.64	310.64
		Expected Check Run: 07/22/2024		310.64	310.64
06/30/2024	AP	MID-STATES BOLT & SCREW CO. MAINTENANCE - EQUIPMENT Vnd: 0112 Invoice: 32588433	Invoice: 32588433 Ref#: 28714 (PARTS FOR PLOW TRUCK - DELAYED INVOICE) 101-441.000-933.000 101-000.000-202.000	47.87	47.87
		Expected Check Run: 07/22/2024		47.87	47.87
07/17/2024	AP	MPEC MAINTENANCE - VEHICLE Vnd: 2315 Invoice: 745828	Invoice: 745828 Ref#: 28712 (BATTERY - STREET DEPT) 101-441.000-939.000 101-000.000-202.000	189.99	189.99
		Expected Check Run: 07/22/2024		189.99	189.99

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/17/2024	AP	PAT ZIEGLER POLICE RESERVES Vnd: 2317 Invoice: 07.06.24	Invoice: 07.06.24 Ref#: 28745 (REDBUD TNT TRAFFIC CONTROL) 701-000.000-150.000 701-000.000-202.000	90.00	90.00
		Expected Check Run: 07/22/2024		90.00	90.00
07/17/2024	AP	PREIN & NEWHOF STREETSCAPE PROJECT STREETSCAPE PROJECT IMPROVEMENTS-OTHER THAN BLDGS Vnd: 1195 Invoice: 82649 Vnd: 1195 Invoice: 82649 Vnd: 1195 Invoice: 82649	Invoice: 82649 Ref#: 28703 (PROF. SERVICES RELATED TO CONTRACT 1 &3) 101-701.000-887.000 202-701.000-887.000 592-000.000-132.000 101-000.000-202.000 202-000.000-202.000 592-000.000-202.000	385.37 385.37 3,081.76	385.37 385.37 3,081.76
		Expected Check Run: 07/22/2024		3,852.50	3,852.50
07/17/2024	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 41987	Invoice: 41987 Ref#: 28730 (VICTORY PARK, RAVISH PARK, COMMONS, KATH) 101-755.000-818.000 101-000.000-202.000	1,068.00	1,068.00
		Expected Check Run: 07/08/2024		1,068.00	1,068.00
07/17/2024	AP	RICHARD WONACOTT POLICE RESERVES Vnd: 0034 Invoice: 07.03.24	Invoice: 07.03.24 Ref#: 28750 (REDBUD TNT TRAFFIC CONTROL & STAGING) 701-000.000-150.000 701-000.000-202.000	230.00	230.00
		Expected Check Run: 07/22/2024		230.00	230.00
07/17/2024	AP	RIETH-RILEY CONSTRUCTION CO. ROAD MAIN. MATERIAL & SUPPLIES Vnd: 0011 Invoice: 3304307	Invoice: 3304307 Ref#: 28740 (ASPHALT) 202-463.000-782.000 202-000.000-202.000	587.98	587.98
		Expected Check Run: 07/22/2024		587.98	587.98
07/17/2024	AP	ROSE PEST SOLUTIONS CONTRACTUAL- PEST CONTROL Vnd: 0304 Invoice: 150622129	Invoice: 150622129 Ref#: 28704 (TIN SHOP, PEARS MILL AND COMMON PEST CON) 101-265.000-818.000 101-000.000-202.000	123.00	123.00
		Expected Check Run: 07/22/2024		123.00	123.00
07/17/2024	AP	ROSE PEST SOLUTIONS CONTRACTUAL Vnd: 0304 Invoice: 150622133	Invoice: 150622133 Ref#: 28706 (CITY HALL PEST CONTROL) 101-265.000-818.000 101-000.000-202.000	62.00	62.00
		Expected Check Run: 07/22/2024		62.00	62.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/17/2024	AP	ROSE PEST SOLUTIONS MAINTENANCE - BUILDINGS Vnd: 0304 Invoice: 150622490	Invoice: 150622490 Ref#: 28707 (PEST CONTROL AT PD) 101-301.000-931.000 101-000.000-202.000	81.00	81.00
		Expected Check Run: 07/22/2024		81.00	81.00
07/17/2024	AP	ROSE PEST SOLUTIONS CITY CENTER/UTIL./REFUNDS Vnd: 0304 Invoice: 150622208	Invoice: 150622208 Ref#: 28708 (PEST CONTROL AT CITY CENTER) 101-265.000-922.000 101-000.000-202.000	57.00	57.00
		Expected Check Run: 07/22/2024		57.00	57.00
06/30/2024	AP	ROSE PEST SOLUTIONS CITY CENTER/UTIL./REFUNDS Vnd: 0304 Invoice: 150619349	Invoice: 150619349 Ref#: 28709 (PEST CONTROL AT CITY CENTER) 101-265.000-922.000 101-000.000-202.000	57.00	57.00
		Expected Check Run: 07/22/2024		57.00	57.00
07/17/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0165810-IN	Invoice: 0165810-IN Ref#: 28734 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	377.26	377.26
		Expected Check Run: 07/22/2024		377.26	377.26
07/17/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0165790-IN	Invoice: 0165790-IN Ref#: 28735 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	376.20	376.20
		Expected Check Run: 07/22/2024		376.20	376.20
07/17/2024	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0165747-IN	Invoice: 0165747-IN Ref#: 28736 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	342.20	342.20
		Expected Check Run: 07/22/2024		342.20	342.20

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/12/2024	AP	SEMCO ENERGY	Invoice: JUNE Ref#: 28687(GAS ENERGY USAGE)		
		ACCT 0157168.501	101-301.000-921.000	70.65	
		ACCT 0157576.500	101-336.000-921.000	23.31	
		ACCT 0359411.500	101-265.000-921.000	13.76	
		ACCT 0374061.500	592-590.000-921.000	33.33	
		ACCT 0157577.500	101-268.000-921.000	18.80	
		ACCT 0158995.500	101-265.000-921.000	461.27	
		ACCT 0348966.501	592-591.000-921.000	18.80	
		ACCT 0158691.500	592-590.000-921.000	217.52	
		CITY CENTER/UTIL./REFUNDS	101-265.000-922.000	27.58	
		BANK FEES AND CHARGES	101-267.000-956.000	3.50	
		Vnd: 0459 Invoice: JUNE	101-000.000-202.000		618.87
		Vnd: 0459 Invoice: JUNE	592-000.000-202.000		269.65
		Expected Check Run: 07/22/2024		888.52	888.52
07/17/2024	AP	STAR UNIFORM	Invoice: 39015-2 Ref#: 28737(UNIFORM PANTS FOR OFFICER GAST)		
		UNIFORMS	101-301.000-768.000	140.00	
		Vnd: 1358 Invoice: 39015-2	101-000.000-202.000		140.00
		Expected Check Run: 07/22/2024		140.00	140.00
07/17/2024	AP	TINA SPURLOCK	Invoice: 07.03.24 Ref#: 28748(REDBUD TNT TRAFFIC CONTROL & STAGING)		
		POLICE RESERVES	701-000.000-150.000	200.00	
		Vnd: 1448 Invoice: 07.03.24	701-000.000-202.000		200.00
		Expected Check Run: 07/22/2024		200.00	200.00
06/30/2024	AP	VITAL RECORDS CONTROL	Invoice: 4340680 Ref#: 28710(SHREDDING CONTRACT)		
		CONTRACTUAL	101-265.000-818.000	150.44	
		Vnd: 0595 Invoice: 4340680	101-000.000-202.000		150.44
		Expected Check Run: 07/22/2024		150.44	150.44
06/30/2024	AP	WEX BANK	Invoice: 98067426 Ref#: 28711(JUNE FUEL CHARGES)		
		GAS AND OIL	101-301.000-751.000	461.65	
		GAS AND OIL	101-441.000-751.000	44.90	
		GAS AND OIL	101-567.000-751.000	103.58	
		GAS AND OIL	592-591.000-751.000	169.81	
		Vnd: 1098 Invoice: 98067426	101-000.000-202.000		610.13
		Vnd: 1098 Invoice: 98067426	592-000.000-202.000		169.81
		Expected Check Run: 07/22/2024		779.94	779.94

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/17/2024	AP	XPRESS PRINTING			
		TRAIL GRANT EXPENDITURES			
		Vnd: 0267 Invoice: 63521			
			401-000.000-970.031	905.38	
			401-000.000-202.000		905.38
		Expected Check Run: 07/22/2024			
				905.38	905.38
				54,652.50	54,652.50

Cash/Payable Account Totals:

ACCOUNTS PAYABLE	101-000.000-202.000	30,997.61
ACCOUNTS PAYABLE	202-000.000-202.000	1,105.42
ACCOUNTS PAYABLE	214-000.000-202.000	808.75
ACCOUNTS PAYABLE	401-000.000-202.000	2,870.62
ACCOUNTS PAYABLE	592-000.000-202.000	17,670.10
ACCOUNTS PAYABLE	701-000.000-202.000	1,200.00
TOTAL INCREASE IN PAYABLE:		54,652.50