

**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](mailto:clerk@cityofbuchanan.com)

**I. Call to Order**

**II. Recognition**

**A. Proclamation- National Night Out 2023**

**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 minutes from the July 10, 2023 Regular Meeting.

**B. Expenditures-** Consider approving the expenditures for July 24, 2023, in the amount of \$207,938.83.

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

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

**A. Community Development Department Report- Rich Murphy**

1)Redbud Roots Medical Marihuana Processor License renewal 455 Post Rd.

2)Redbud Roots Adult Use Marihuana Processor License renewal 455 Post Rd.

3)Consider Recommendations of the Review Committee for the Ross-Sanders RFP.

**B. MainStreet Manager/ Assistant Community Development Director- Ashley Regal**

1) Consider the Munchie Monday Extension thru August 28, 2023.

2) Consider the Back to School Bash on August 21, 2023, from 4 PM-7 PM. With the use of the Common space to host inflatables, games, and kid party activities.

**C. Water Department- Operator in Charge, Craig Miller**

1) Consider Quotes for the Scada System Upgrade.

- a) Quote 1-Gasvoda & Associates Proposal, Full Project \$193,745.00
- b) Quote 2- Gasvoda & Associates Proposal, Partial Project (fix) \$62,288.00
- c) Quote 3- Scada, Partial Project (fix) \$61,495.00

**X. Unfinished Business**

**XI. New Business**

A. **Resolution 2023.07/19-** Consider resolution 2023.07/19 a resolution authorizing City Manager Benjamin Eldrige and Mayor Sean Denison to sign Contrat No. 23-5298; Control Section STU 11000; CRU 1100; Job No. 206394CON; 206618CON; Location Front St; with the Michigan Department of Transportation.

**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 10, 2023 – 7:00 PM**  
**CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI**

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**MINUTES**

**I. Call to Order**

Mayor Denison called the meeting to order at 7:00 P.M.

**II. Recognition**

*A. Recognition Award presented to Redbud America's Motocross Track for 50 years of outstanding and dedicated service to our community.*

Mayor Denison presented the Recognition award to the Richie family.

**III. Pledge of Allegiance**

Mayor Denison led in the pledge of allegiance.

**IV. Roll Call**

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

**Absent:** None

**City Staff:** City Manager, Benjamin Eldridge; City Clerk, Kalla Langston; Community Development Director, Rich Murphy; Director of Public Services, Mike Baker; Director of Public Safety, Tim Ganus; Chief of Police Harvey Burnett; City Bookkeeper, Courtney Baham

**V. Approve Agenda**

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

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

*Roger Boyer- (permission given to Boyer to speak about non agenda items by the mayor). Comments made about the public hearing with supporting Commissioner Vigansky.*

*Norma Ferris- Comments about the timeclock.*

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

**A. Minutes-** Consider approving the regular meeting minutes from June 26th, 2023.

**B. Expenses-** Consider approving the expenditures for July 10, 2023, in the amount of \$47,559.88.

***Motion made by Vigansky, supported by Swem to approve the consent agenda with amending the minutes to change the "abstain; Vigansky" vote to "now allowed to vote Vigansky" under section XI. New Business, B. Complaint Review. Roll call carries unanimously.***

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

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

**A. DPW Groundbreaking Update- Director of Public Service, Mike Baker**

The groundbreaking ceremony will take place on July 20<sup>th</sup> at 1:00 P.M. With groundwork starting soon after. Completion of the building is hoped to be done by Mid-March. Baker asked that the public not disturb the survey stakes. Comments about waiting on auger parts.

**B. Presentation of Timekeeping Software- Bookkeeper, Courtney Baham**

1) Consider purchasing timekeeping software.

Baham presented to the Commission three different options for timekeeping software. Going electronically means no paper and less errors. With 2 different unions, contracted, and hourly employees payroll is extremely time-consuming. This also will be able to allocate wages appropriately.

Quotes as follows.

TCP – Hardware Q019841	TCP Q019609	Exak Time Q-41602-1	Physical Timeclocks
\$13,006.22	\$10,689.00	\$7,035.00	\$7,320.00

Baham recommended quote Q019609 with TCP at \$10,689.00

**Motion made by Vigansky, supported by Weedon to approve the quote for TCP Q019609 to not exceed \$10,689.00. Roll call vote carries unanimously.**

**C. Community Development Department Report- Rich Murphy**

1) Consider Downtown Facade Grant Application for McCoy's Creek Tavern

Murphy presented the application with McCoy's Creek Tavern wanting to replace some of the awning fabrics to improve the façade. Murphy is asking for preliminary approval of the application subject to him receiving the invoices and running the calculation of the sixty percent grant.

**Motion made Weedon, supported by Money, to approve the Façade Grant Application as presented, paid received before funding.**

Discussion about how much is the budget for the Grant opportunities. The current budget has allotted \$100,00.00 for grants and special projects.

Clarification on the motion to amend motion to approve façade grant application as presented, subject to paid received before funding.

**Yea: Swem, Denison, Weedon, Money**

**Nay: Vigansky**

**Motion carries 4-1**

2) Consider Facade Grant Application for Lehman's Orchard Brewery Facade Grant.

Murphy presented the application for Lehman's Orchard Brewery wanting to add a patio installation by McCoy's creek. Lehman's would be eligible for the full grant amount once invoices are submitted.

Motion made by Swem, supported by Weedon to approve the Lehman's Orchard Brewery Façade Grant application subject to paid received before funding.

**Yea: Swem, Denison, Weedon, Money**

**Nay: Vigansky**

**Motion carries 4-1**

3) Consider the approval of the RFP for the Sale of 123 Days Ave.

Murphy presented the RFP for the Sale of 123 Days Ave. with the appraisal report coming back. Discussion about the appraisal being released or if the RFP is going to have the appraisal amount in the RFP. Murphy would like to leave the appraisal amount out of the RFP, to see what the market comes back with it.

Motion made by Denison, supported by Weedon, to approve the RFP for the sale of 123 Days Ave. as presented.

**Yea: Swem, Denison, Weedon, Money**

**Nay: Vigansky**

**Motion carries 4-1**

4) Discuss the Reactivation of the Buchanan Brownfield Redevelopment Authority

Murphy is looking into the reactivation of the Brownfield Redevelopment Authority. He is continuing to research and do due diligence with the next actions. Taco Bell will be coming to the planning commission tomorrow night for their final site plan review as well.

**X. Unfinished Business**

**XI. New Business**

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

**A. Thrill On The Hill**

*July 14, 12 PM- 10 PM*

*July 15, 10 AM- 10 PM (adult only run 11 PM)*

*July 16, 10 AM- 8 PM*

**B. Public Accuracy Test-**

Public Accuracy Test for the electronic equipment that will be used for the August 8, 2023, Special Election has been scheduled for Wednesday, July 26, 2023, at 12:00 PM at City Hall in the Chamber Room located at 302 N Redbud Trail, Buchanan, MI 49107. The public accuracy test is conducted to demonstrate that the computer programming used to tabulate the votes cast at the Election meets the requirements of Michigan Election Law.

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

*Don Ryman- Comments on behalf of Michelle Funkhouser, comments about conduct. (Comment on file in Clerk's office)*

*Resident- Comments about the Auger.*

*Carla Johnson- Comments about the code of conduct.*

**XIV. Executive Comments**

**A. City Manager Comments**

Complemented the staff with leaving the past in the past and moving the city forward.

**B. Commissioner Comments**

Weedon- no comments

Swem- No comments, just a thank you to everyone that came out.

Vigansky- Thanked Tony Houser for dropping the complaint. The circles that Vigansky runs in wanted to assassinate Mr. Houser, but Vigansky believes that it was Houser's right to file the complaint, based on his first amendment rights. Vigansky made comments about being a politician and that if you listen it always comes back to money for him. Thanked him sincerely for dropping the complaint. Not happy about what the commission or lawyer did with the complaint. Addressed being accused of misfeasance. Will not apologize for who he is.

Money- Congratulated the Richie family for an award that is well deserved. Thrill on the Hill thanked Baker and everyone that has put in the time to make this event happen.

C. Mayor Comments

No Comments.

**XV. Adjourn**

***Motion made by Weedon, supported by Money to adjourn the meeting at 8:09 P.M. Roll call vote carries unanimously.***

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Kalla Langston, City Clerk

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Mayor Sean Denison

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	AALFS PETROLEUM INC.	<i>Invoice: JUNE 2023 Ref#: 26576(FUEL CHARGES)</i>		
		GAS AND OIL	101-301.000-751.000	602.91	
		GAS AND OIL	101-441.000-751.000	1,090.06	
		GAS AND OIL	592-591.000-751.000	287.37	
		GAS AND OIL	592-590.000-751.000	141.73	
		GAS AND OIL	101-567.000-751.000	825.13	
		GAS FOR CAR	101-371.001-921.000	56.18	
		GAS AND OIL	101-336.000-751.000	48.43	
		GAS FINANCE CHARGE	101-265.000-921.000	51.70	
		Vnd: 0336 Invoice: JUNE 2023	101-000.000-202.000		2,674.41
		Vnd: 0336 Invoice: JUNE 2023	592-000.000-202.000		429.10
		Expected Check Run: 07/24/2023		3,103.51	3,103.51
07/18/2023	AP	AARON BROWN	<i>Invoice: 07.02.23 Ref#: 26569(REFUND FOR PARK CANCELLATION)</i>		
		PARK & RECREATION EXPENSES	401-000.000-970.007	25.00	
		Vnd: MISC Invoice: 07.02.23	401-000.000-202.000		25.00
		Expected Check Run: 07/24/2023		25.00	25.00
06/30/2023	AP	ABONMARCHE CONSULTANTS, INC.	<i>Invoice: 146879 Ref#: 26573(23-0355 WATERFRONT MASTER PLAN PROJECT)</i>		
		GRANTS & SPECIAL PROJECTS	101-101.000-967.002	4,300.00	
		Vnd: MISC Invoice: 146879	101-000.000-202.000		4,300.00
		Expected Check Run: 07/24/2023		4,300.00	4,300.00
06/30/2023	AP	ALEXANDER CHEMICAL CORP	<i>Invoice: 69187 Ref#: 26574(CHLORINE &amp; HYDROFLUOROSILICIC ACID DRUM)</i>		
		CHEMICALS	592-591.000-743.000	98.00	
		Vnd: 2293 Invoice: 69187	592-000.000-202.000		98.00
		Expected Check Run: 07/24/2023		98.00	98.00
06/30/2023	AP	ALEXANDER CHEMICAL CORP	<i>Invoice: 68791 Ref#: 26575(CHEMICALS FOR WTP)</i>		
		CHEMICALS	592-591.000-743.000	1,239.29	
		Vnd: 2293 Invoice: 68791	592-000.000-202.000		1,239.29
		Expected Check Run: 07/24/2023		1,239.29	1,239.29
06/30/2023	AP	ALRO STEEL CORPORATION	<i>Invoice: DFU7288NL Ref#: 26570(METAL FOR POLE BRACKETS DOWNTOWN)</i>		
		MISCELLANEOUS	101-441.000-962.000	610.20	
		Vnd: 0107 Invoice: DFU7288NL	101-000.000-202.000		610.20
		Expected Check Run: 07/24/2023		610.20	610.20

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	AWWA CONFERENCES AND WORKSHOP Vnd: 1800 Invoice: SO10234	Invoice: SO10234 Ref#: 26571 (MEMBERSHIP DUES) 592-591.000-864.000 592-000.000-202.000	400.00	400.00
		Expected Check Run: 07/24/2023		400.00	400.00
07/18/2023	AP	BARBARA MORRIS CITY CENTER/UTIL./REFUNDS Vnd: MISC Invoice: 07.02.23	Invoice: 07.02.23 Ref#: 26568 (RENTAL DEPOSIT REFUND) 101-265.000-922.000 101-000.000-202.000	50.00	50.00
		Expected Check Run: 07/24/2023		50.00	50.00
07/19/2023	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 07.06.23	Invoice: 07.06.23 Ref#: 26582 (PUBLIC HEARING NOTICE - VIGANSKY, PUBLIC) 101-215.000-903.000 101-000.000-202.000	58.00	58.00
		Expected Check Run: 07/24/2023		58.00	58.00
07/19/2023	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 07.06.23-2	Invoice: 07.06.23-2 Ref#: 26583 (ADOPTION OF ORD. NO. 2023.06/436) 101-215.000-903.000 101-000.000-202.000	472.00	472.00
		Expected Check Run: 07/24/2023		472.00	472.00
07/18/2023	AP	BS&A SOFTWARE CONTRACTUAL CONTRACTUAL CONTRACTUAL CONTRACTUAL CONTRACTUAL CONTRACTUAL Vnd: 0068 Invoice: 148199 Vnd: 0068 Invoice: 148199	Invoice: 148199 Ref#: 26578 (CONTRACT AGREEMENT FOR 8.1.23-8.1.24 FOR) 101-265.000-818.000 592-591.000-818.000 592-590.000-818.000 101-441.000-818.000 101-301.000-818.000 101-336.000-818.000 101-000.000-202.000 592-000.000-202.000	4,159.50 1,039.87 1,039.87 693.25 693.25 693.26	6,239.26 2,079.74
		Expected Check Run: 07/24/2023		8,319.00	8,319.00
06/30/2023	AP	BUCHANAN FLORAL CO. PUBLIC RELATIONS Vnd: 0345 Invoice: 023503	Invoice: 023503 Ref#: 26581 (REPLACEMENT ZINNAS DOWNTOWN) 101-101.000-885.000 101-000.000-202.000	28.50	28.50
		Expected Check Run: 07/24/2023		28.50	28.50



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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	BUCHANAN TOWNSHIP REAL PROPERTY TAXES Vnd: 1792 Invoice: 06.30.23	Invoice: 06.30.23 Ref#: 26608(425 FAPCO AGREEMENT TAX REIMBURSEMENT) 101-000.000-402.000 101-000.000-202.000	4,833.79	4,833.79
		Expected Check Run: 07/24/2023		4,833.79	4,833.79
07/19/2023	AP	CINTAS CORPORATION CONTRACTUAL THRILL ON THE HILL - EXPENDITURES Vnd: 1272 Invoice: 4161824733 Vnd: 1272 Invoice: 4161824733	Invoice: 4161824733 Ref#: 26590(MATS FOR CITY HALL & TOTH) 101-265.000-818.000 701-000.000-999.001 101-000.000-202.000 701-000.000-202.000	77.88 102.51	77.88 102.51
		Expected Check Run: 07/24/2023		180.39	180.39
06/30/2023	AP	CITY OF BRIDGMAN MAINTENANCE - SYSTEM Vnd: 1845 Invoice: 00262	Invoice: 00262 Ref#: 26586(WATER SAMPLES) 592-591.000-938.000 592-000.000-202.000	820.00	820.00
		Expected Check Run: 07/24/2023		820.00	820.00
07/18/2023	AP	CITY OF BUCHANAN-PETTY CASH POSTAGE POSTAGE Vnd: 1673 Invoice: 7.18.23	Invoice: 7.18.23 Ref#: 26565(REPLEN OF PETTY CASH DRAWER -) 101-253.000-730.000 101-215.000-728.000 101-000.000-202.000	17.66 41.04	58.70
		Expected Check Run: 07/24/2023		58.70	58.70
06/30/2023	AP	CITY SERVICES INCORPORATED EQUIPMENT Vnd: 2300 Invoice: S105190922.001	Invoice: S105190922.001 Ref#: 26587(HYDRNT/WATER METER FOR CLARK LABS - 592-000.000-140.000 592-000.000-202.000	18,025.00	18,025.00
		Expected Check Run: 07/24/2023		18,025.00	18,025.00
06/30/2023	AP	CIVIC PLUS CONTRACTUAL Vnd: 2220 Invoice: 267574	Invoice: 267574 Ref#: 26584(FINANCE CHARGE FOR MUNICODE) 101-265.000-818.000 101-000.000-202.000	65.48	65.48
		Expected Check Run: 07/24/2023		65.48	65.48
07/19/2023	AP	CMP DISTRIBUTORS TARGET RANGE & SUPPLIES Vnd: 0352 Invoice: 76936	Invoice: 76936 Ref#: 26588(NIGHT SIGHTS FOR OFC. GAST DUTY WEAPON) 101-301.000-729.000 101-000.000-202.000	108.00	108.00
		Expected Check Run: 07/24/2023		108.00	108.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	CO-ALLIANCE LLP - BUCHANAN GAS AND OIL Vnd: 0366 Invoice: 764463	Invoice: 764463 Ref#: 26589 (PROPANE) 101-567.000-751.000 101-000.000-202.000	588.85	588.85
		Expected Check Run: 07/24/2023		588.85	588.85
07/19/2023	AP	COMCAST BUSINESS UTILITIES TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE CITY CENTER/UTIL./REFUNDS TELEPHONE, INTERNET, CABLE Vnd: 1722 Invoice: 06.29.23-07.28.23 Vnd: 1722 Invoice: 06.29.23-07.28.23	Invoice: 06.29.23-07.28.23 Ref#: 26592 (MOTHLY CYCLE) 101-441.000-921.000 101-336.000-853.000 592-591.000-853.000 101-567.000-853.000 101-265.000-853.000 592-591.000-853.000 101-265.000-922.000 101-301.000-853.000 101-000.000-202.000 592-000.000-202.000	215.41 298.17 121.85 154.03 657.02 61.90 243.89 569.15	2,137.67 183.75
		Expected Check Run: 07/24/2023		2,321.42	2,321.42
07/19/2023	AP	COREWELL HEALTH MEDICAL EXAMS Vnd: 2307 Invoice: 13545	Invoice: 13545 Ref#: 26655 (NEW PHYSICAL FOR TYLER WEEKS) 101-336.000-961.000 101-000.000-202.000	135.45	135.45
		Expected Check Run: 07/24/2023		135.45	135.45
07/19/2023	AP	CUSTOM COMPUTER COMPANY LLC CARBONITE & RING CENTRAL CARBONITE Vnd: 0895 Invoice: 1918-R-0014	Invoice: 1918-R-0014 Ref#: 26585 (CARBONITE CITY HALL, PD, RING CENTRAL I) 101-265.000-818.000 101-301.000-818.000 101-000.000-202.000	1,109.50 292.00	1,401.50
		Expected Check Run: 07/24/2023		1,401.50	1,401.50
06/30/2023	AP	DINGES FIRE COMPANY MISCELLANEOUS SUPPLIES Vnd: 0826 Invoice: 41848	Invoice: 41848 Ref#: 26594 (ORANGE REFLECTIVE FOR HELMET TO MATCH FI) 101-336.000-756.000 101-000.000-202.000	50.88	50.88
		Expected Check Run: 07/24/2023		50.88	50.88
06/30/2023	AP	DORNBOS SIGN & SAFETY INC MISCELLANEOUS SUPPLIES Vnd: 0325 Invoice: INV69948	Invoice: INV69948 Ref#: 26593 (PEDESTRIAN CROSSING SIGNS FOR DOWNTOWN) 202-463.000-756.000 202-000.000-202.000	1,687.49	1,687.49
		Expected Check Run: 07/24/2023		1,687.49	1,687.49

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	DYLAN THOMAS UNIFORMS Vnd: 2304 Invoice: 06.30.23	Invoice: 06.30.23 Ref#: 26595 (UNIFORMS FOR D. THOMAS) 592-591.000-768.000 592-000.000-202.000	42.97	42.97
		Expected Check Run: 07/24/2023		42.97	42.97
07/19/2023	AP	EGLE EDUCATION AND TRAINING Vnd: 2138 Invoice: 2443	Invoice: 2443 Ref#: 26599 (2023 GL WATER INFRASTRUCTURE CONF. 9/19/) 592-591.000-960.000 592-000.000-202.000	195.00	195.00
		Expected Check Run: 07/24/2023		195.00	195.00
07/19/2023	AP	ELEMENT MATERIALS TECHNOLOGY SLUDGE REMOVAL Vnd: 1186 Invoice: 23-133809	Invoice: 23-133809 Ref#: 26602 (SLUDGE TESTING - REQUIRED BY LANDFILL FO) 592-590.000-936.000 592-000.000-202.000	549.60	549.60
		Expected Check Run: 07/24/2023		549.60	549.60
07/18/2023	AP	EMERGENCY SERVICES MARKETING MEMBERSHIP AND DUES Vnd: 0481 Invoice: 23-11092	Invoice: 23-11092 Ref#: 26572 (PHONE NOTIFICATION CONTRACT RENEWAL) 101-336.000-831.000 101-000.000-202.000	305.00	305.00
		Expected Check Run: 07/24/2023		305.00	305.00
07/19/2023	AP	ETNA SUPPLY CO. MAINTENANCE - SYSTEM Vnd: 0919 Invoice: S105160329.001	Invoice: S105160329.001 Ref#: 26600 (CLAMP WATER PLANT) 592-591.000-938.000 592-000.000-202.000	288.00	288.00
		Expected Check Run: 07/24/2023		288.00	288.00
07/19/2023	AP	ETNA SUPPLY CO. THRILL ON THE HILL - EXPENDITURES Vnd: 0919 Invoice: S105187854.001	Invoice: S105187854.001 Ref#: 26601 (BLK MALL BUSHING TOTH) 701-000.000-999.001 701-000.000-202.000	13.00	13.00
		Expected Check Run: 07/24/2023		13.00	13.00
06/30/2023	AP	EUROFINS EATON ANALYTICAL. CONTRACTUAL Vnd: 0272 Invoice: 8100059149	Invoice: 8100059149 Ref#: 26596 (ANLYSIS FOR COMPLIANCE SAMPLES FOR EGLE) 592-591.000-818.000 592-000.000-202.000	515.00	515.00
		Expected Check Run: 07/24/2023		515.00	515.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	EUROFINS EATON ANALYTICAL. CONTRACTUAL Vnd: 0272 Invoice: 8100058954	Invoice: 8100058954 Ref#: 26597 (ANLYSIS FOR COMPLIANCE SAMPLES FOR EGLE) 592-591.000-818.000 592-000.000-202.000	350.00	350.00
		Expected Check Run: 07/24/2023		350.00	350.00
06/30/2023	AP	EUROFINS EATON ANALYTICAL. CONTRACTUAL Vnd: 0272 Invoice: 8100059305	Invoice: 8100059305 Ref#: 26598 (ANLYSIS FOR COMPLIANCE SAMPLES FOR EGLE) 592-591.000-818.000 592-000.000-202.000	275.00	275.00
		Expected Check Run: 07/24/2023		275.00	275.00
07/19/2023	AP	FERGUSON WATERWORKS #1934 MAINTENANCE - SYSTEM Vnd: 1536 Invoice: 0329518	Invoice: 0329518 Ref#: 26605 (FLOATS FOR GLASER) 592-590.000-938.000 592-000.000-202.000	244.98	244.98
		Expected Check Run: 07/24/2023		244.98	244.98
06/30/2023	AP	FIRE CATT, LLC EQUIPMENT TESTING Vnd: 1999 Invoice: 12166	Invoice: 12166 Ref#: 26607 (ANNUAL FIRE HOSE TESTING) 101-336.000-851.001 101-000.000-202.000	3,317.40	3,317.40
		Expected Check Run: 07/24/2023		3,317.40	3,317.40
07/19/2023	AP	FISHBECK CONTRACTUAL Vnd: 2318 Invoice: 425655	Invoice: 425655 Ref#: 26604 (WETLAND DELINEATION - 606 CLARK ST) 469-000.000-818.000 469-000.000-202.000	3,700.00	3,700.00
		Expected Check Run: 07/24/2023		3,700.00	3,700.00
07/19/2023	AP	FRAME PRODUCTS INC. MAINTENANCE-GROUNDS Vnd: 1175 Invoice: 4812	Invoice: 4812 Ref#: 26606 (PLATES DRILLED FOR DOWNTOWN LIGHT POLES) 101-441.000-932.000 101-000.000-202.000	750.00	750.00
		Expected Check Run: 07/24/2023		750.00	750.00
07/19/2023	AP	GENE WESNER AUTOMOTIVE, INC. MAINTENANCE - VEHICLE Vnd: 1766 Invoice: 20273	Invoice: 20273 Ref#: 26674 (ANNUAL MAINTENANCE AND INSPECTION ON ENG) 101-336.000-939.000 101-000.000-202.000	1,089.62	1,089.62
		Expected Check Run: 07/24/2023		1,089.62	1,089.62

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/19/2023	AP	GENE WESNER AUTOMOTIVE, INC. MAINTENANCE - VEHICLE Vnd: 1766 Invoice: 20277	Invoice: 20277 Ref#: 26675 (REPAIR TO VEHICLE 46-2) 101-301.000-939.000 101-000.000-202.000	128.90	128.90
		Expected Check Run: 07/24/2023		128.90	128.90
07/19/2023	AP	GRAINGER MAINTENANCE - SYSTEM Vnd: 0248 Invoice: 9770934819	Invoice: 9770934819 Ref#: 26610 (LIFE JACKET & GLASS CLEANER FOR WWTP) 592-590.000-938.000 592-000.000-202.000	29.99	29.99
		Expected Check Run: 07/24/2023		29.99	29.99
07/19/2023	AP	GRAINGER MISCELLANEOUS SUPPLIES Vnd: 0248 Invoice: 9769671802	Invoice: 9769671802 Ref#: 26611 (CHAPS FOR WWTP) 592-590.000-756.000 592-000.000-202.000	79.31	79.31
		Expected Check Run: 07/24/2023		79.31	79.31
07/19/2023	AP	GRAINGER LAB SUPPLIES Vnd: 0248 Invoice: 9769361701	Invoice: 9769361701 Ref#: 26612 (LAB BOOK FOR WWTP) 592-590.000-757.000 592-000.000-202.000	17.90	17.90
		Expected Check Run: 07/24/2023		17.90	17.90
07/19/2023	AP	HARVEY BURNETT COMMUNITY POLICING Vnd: 1872 Invoice: 7.17.23	Invoice: 7.17.23 Ref#: 26613 (REIMBURSEMENT FOR GATORADE) 101-301.000-886.000 101-000.000-202.000	32.00	32.00
		Expected Check Run: 07/24/2023		32.00	32.00
06/30/2023	AP	HONOR CREDIT UNION DUCT TAPE MEDICAL MARIHUANA STORAGE BOXES LABELS FOR BOXES STAMPS VONAGE Vnd: 1948 Invoice: 06.30.23-6070	Invoice: 06.30.23-6070 Ref#: 26682 (GANUS CC CHARGES JUNE 2023) 101-301.000-756.000 101-371.001-957.001 101-301.000-756.000 101-301.000-756.000 101-301.000-818.000 101-301.000-853.000 101-000.000-202.000	86.70 50.00 237.60 27.99 191.20 412.49	1,005.98
		Expected Check Run: 07/24/2023		1,005.98	1,005.98

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	HONOR CREDIT UNION	Invoice: 06.30.23 - 0648 Ref#: 26683(CITY CARD JUNE 2023 CHARGES)		
		POSTAGE	101-253.000-730.000	96.00	
		DEED	101-215.000-962.000	11.00	
		MISCELLANEOUS SUPPLIES	101-265.000-756.000	60.00	
		THRILL ON THE HILL - EXPENDITURES	701-000.000-999.001	233.50	
		MISCELLANEOUS SUPPLIES	101-172.000-756.000	34.00	
		RAIDIO	248-754.000-881.000	51.54	
		PAPER FOR BOOKKEEPER	101-253.000-728.000	59.37	
		OFFICE SUPPLIES	101-265.000-962.000	7.99	
		STAPLER FOR DEB	101-253.000-728.000	26.99	
		Vnd: 1948 Invoice: 06.30.23 - 0648	101-000.000-202.000		295.35
		Vnd: 1948 Invoice: 06.30.23 - 0648	701-000.000-202.000		233.50
		Vnd: 1948 Invoice: 06.30.23 - 0648	248-000.000-202.000		51.54
		Expected Check Run: 07/24/2023		580.39	580.39
06/30/2023	AP	HONOR CREDIT UNION	Invoice: 06.30.23 - 0678 Ref#: 26684(D. PEREZ CC CHARGES JUNE 2023)		
		WEBSITE	101-754.000-756.014	13.74	
		DISH SOAP	101-265.000-756.000	16.28	
		PRIME MEMBERSHIP	101-265.000-818.000	14.99	
		OFFICE SUPPLIES	101-253.000-728.000	31.49	
		KEYBOARD - KALLA	101-215.000-728.000	35.99	
		MEMBERSHIP FOR CPFO	101-253.000-864.000	1,200.00	
		MMTA	101-253.000-864.000	99.00	
		KEYBOARD - DEB	101-253.000-728.000	39.99	
		ELECTRONIC GAAFR RENEWAL	101-253.000-864.000	256.75	
		UMBRELLAS PD	701-000.000-999.001	124.53	
		MISCELLANEOUS SUPPLIES	101-441.000-756.000	120.35	
		CITY CENTER/UTIL./REFUNDS	101-265.000-922.000	87.32	
		BUSINESS CARDS - BEN E.	101-172.000-756.000	28.61	
		OFFICE PAPER	101-265.000-756.000	187.39	
		FIVE BELOW TOTH	701-000.000-999.001	27.00	
		EXIT SIGNS	701-000.000-999.001	21.00	
		KIDS GAMES TOTH	701-000.000-999.001	19.97	
		Vnd: 1948 Invoice: 06.30.23 - 0678	101-000.000-202.000		2,131.90
		Vnd: 1948 Invoice: 06.30.23 - 0678	701-000.000-202.000		192.50
		Expected Check Run: 07/24/2023		2,324.40	2,324.40
06/30/2023	AP	HULL LIFT TRUCK	Invoice: PSI-0362392 Ref#: 26614(FRONT KIT FOR CEMETERY)		
		MAINTENANCE - EQUIPMENT	101-567.000-933.000	67.97	
		Vnd: 0297 Invoice: PSI-0362392	101-000.000-202.000		67.97
		Expected Check Run: 07/24/2023		67.97	67.97

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/19/2023	AP	INDIANA MICHIGAN POWER COMPANY	<b>Invoice: 07.05.23 Ref#: 26615 (CONSOLIDATED BILL)</b>		
		STREET LIGHTING	101-441.000-926.000	292.02	
		UTILITIES	202-474.000-921.000	86.45	
		UTILITIES	592-590.000-921.000	607.66	
		UTILITIES	592-591.000-921.000	178.61	
		UTILITIES	101-336.000-921.000	202.58	
		UTILITIES	101-265.000-921.000	875.67	
		UTILITIES	101-301.000-921.000	58.94	
		UTILITIES	101-371.001-921.000	218.92	
		UTILITIES	101-441.000-921.000	680.55	
		Vnd: 0131 Invoice: 07.05.23	101-000.000-202.000		2,328.68
		Vnd: 0131 Invoice: 07.05.23	202-000.000-202.000		86.45
		Vnd: 0131 Invoice: 07.05.23	592-000.000-202.000		786.27
		Expected Check Run: 07/24/2023		3,201.40	3,201.40
06/30/2023	AP	INDIANA MICHIGAN POWER COMPANY	<b>Invoice: 06.01.23-06.30.23 Ref#: 26616 (JUNE POWER USAGE)</b>		
		UTILITIES	101-301.000-921.000	805.50	
		UTILITIES	101-441.000-921.000	125.97	
		UTILITIES	101-336.000-921.000	11.29	
		UTILITIES	101-753.000-921.000	38.63	
		UTILITIES	101-268.000-921.000	319.16	
		UTILITIES	592-591.000-921.000	2,398.76	
		STREET LIGHTING	101-441.000-926.000	2,406.81	
		UTILITIES	592-590.000-921.000	5,823.81	
		UTILITIES	101-755.000-921.000	16.09	
		Vnd: 0131 Invoice: 06.01.23-06.30.23	101-000.000-202.000		3,723.45
		Vnd: 0131 Invoice: 06.01.23-06.30.23	592-000.000-202.000		8,222.57
		Expected Check Run: 07/24/2023		11,946.02	11,946.02
07/19/2023	AP	KCI	<b>Invoice: 324086 Ref#: 26617 (JULY WATER BILLS)</b>		
		CONTRACTUAL	592-591.000-818.000	264.15	
		CONTRACTUAL	592-590.000-818.000	264.30	
		POSTAGE	592-591.000-730.000	405.44	
		POSTAGE	592-590.000-730.000	405.44	
		Vnd: 2120 Invoice: 324086	592-000.000-202.000		1,339.33
		Expected Check Run: 07/24/2023		1,339.33	1,339.33
07/19/2023	AP	KELLY STROUB	<b>Invoice: 07.19.23 Ref#: 26636 (MADE TAX PAYMENT TO ONLINE ACCT SHOULDVE)</b>		
		MISCELLANEOUS	101-265.000-962.000	45.04	
		Vnd: MISC Invoice: 07.19.23	101-000.000-202.000		45.04
		Expected Check Run: 07/24/2023		45.04	45.04

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	KEN SIMPSON ELECTRICAL PERMITS Vnd: 0194 Invoice: 230713	Invoice: 230713 Ref#: 26618 (ELECTRICAL INSPECTION SERVICES FOR JUNE) 701-000.000-491.000 701-000.000-202.000	256.00	256.00
		Expected Check Run: 07/24/2023		256.00	256.00
06/30/2023	AP	KOTZ, SANGSTER, WYSOCKI LEGAL FEES LEGAL FEES LEGAL FEES CAPITAL OUTLAY CAPITAL OUTLAY Vnd: 0027 Invoice: 05.31.23-06.30.23 Vnd: 0027 Invoice: 05.31.23-06.30.23	Invoice: 05.31.23-06.30.23 Ref#: 26620 (MAY & JUNE ATTOURNY CHARGES) 101-172.000-826.000 101-101.000-826.000 101-301.000-826.000 592-591.000-971.000 592-590.000-971.000 101-000.000-202.000 592-000.000-202.000	8,200.00 7,650.00 100.00 3,171.38 3,171.38	15,950.00 6,342.76
		Expected Check Run: 07/24/2023		22,292.76	22,292.76
06/30/2023	AP	KRUGGEL LAWTON CPA AUDIT Vnd: 2145 Invoice: 366926	Invoice: 366926 Ref#: 26619 (PROGRESS BILL ON 6.30.23 AUDIT) 101-253.000-807.000 101-000.000-202.000	600.00	600.00
		Expected Check Run: 07/24/2023		600.00	600.00
07/19/2023	AP	LEADER PUBLICATIONS LLC LEGAL NOTICES & RECORDINGS Vnd: 0231 Invoice: 07.08.23	Invoice: 07.08.23 Ref#: 26637 (PUBLICATION FOR HEARING) 101-215.000-903.000 101-000.000-202.000	46.74	46.74
		Expected Check Run: 07/24/2023		46.74	46.74
06/30/2023	AP	LITHOTECH GRANTS & SPECIAL PROJECTS Vnd: MISC Invoice: 119434	Invoice: 119434 Ref#: 26621 (VISION FOR BUCHANAN BOOKS) 101-101.000-967.002 101-000.000-202.000	1,730.00	1,730.00
		Expected Check Run: 07/24/2023		1,730.00	1,730.00
07/19/2023	AP	LOWE'S MAINTENANCE-BUILDINGS MAINTENANCE - EQUIPMENT THRILL ON THE HILL - SHED REPAIR Vnd: 0229 Invoice: 06.30.23 Vnd: 0229 Invoice: 06.30.23	Invoice: 06.30.23 Ref#: 26622 (MISC PURCHASES) 101-265.000-931.000 101-567.000-933.000 701-000.000-999.001 101-000.000-202.000 701-000.000-202.000	82.84 19.94 271.74	102.78 271.74
		Expected Check Run: 07/24/2023		374.52	374.52



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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/19/2023	AP	MAMC CONFERENCES AND WORKSHOP Vnd: 0337 Invoice: 08.16.23	Invoice: 08.16.23 Ref#: 26646 (MAMC CONFERENCE - K. LANGSTON) 101-215.000-864.000 101-000.000-202.000	436.00	436.00
		Expected Check Run: 07/24/2023		436.00	436.00
07/19/2023	AP	MENARDS THRILL ON THE HILL - EXPENDITURES Vnd: 0017 Invoice: 26978	Invoice: 26978 Ref#: 26643 (SCREWS FOR TOTH DECK) 701-000.000-999.001 701-000.000-202.000	92.97	92.97
		Expected Check Run: 07/24/2023		92.97	92.97
07/18/2023	AP	MICHIANA APPAREL THRILL ON THE HILL - EXPENDITURES Vnd: 2272 Invoice: 1127-2	Invoice: 1127-2 Ref#: 26566 (REMAINING BALANCE FOR TOTH 2023 SHIRTS) 701-000.000-999.001 701-000.000-202.000	2,037.50	2,037.50
		Expected Check Run: 07/24/2023		2,037.50	2,037.50
07/19/2023	AP	MILLER WELDING SUPPLY MAINTENANCE - EQUIPMENT Vnd: 1635 Invoice: ORD000244322	Invoice: ORD000244322 Ref#: 26639 (GRINDER FOR WWTP) 592-590.000-933.000 592-000.000-202.000	86.75	86.75
		Expected Check Run: 07/24/2023		86.75	86.75
07/19/2023	AP	MODERN MARKETING COMMUNITY POLICING Vnd: MISC Invoice: MMI152044	Invoice: MMI152044 Ref#: 26638 (POLICE BADGE STICKERS) 101-301.000-886.000 101-000.000-202.000	473.18	473.18
		Expected Check Run: 07/24/2023		473.18	473.18
07/19/2023	AP	MPEC MAINTENANCE - EQUIPMENT Vnd: 2315 Invoice: 709346	Invoice: 709346 Ref#: 26642 (LOADER BATTERIES) 592-590.000-933.000 592-000.000-202.000	330.58	330.58
		Expected Check Run: 07/24/2023		330.58	330.58
07/19/2023	AP	MRWA CONFERENCES AND WORKSHOP Vnd: 0266 Invoice: 06.23.23	Invoice: 06.23.23 Ref#: 26647 (MEMBERSHIP DUES - 07.01.23-06.30.24) 592-591.000-864.000 592-000.000-202.000	800.00	800.00
		Expected Check Run: 07/24/2023		800.00	800.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/19/2023	AP	NATIONAL HOSE TESTING EQUIPMENT TESTING Vnd: 1413 Invoice: 23-26060	Invoice: 23-26060 Ref#: 26623 (ANNUAL LADDER TESTNG) 101-336.000-851.001 101-000.000-202.000	1,488.00	1,488.00
		Expected Check Run: 07/24/2023		1,488.00	1,488.00
06/30/2023	AP	PARRETT COMPANY CONTRACTUAL Vnd: 1596 Invoice: 72051	Invoice: 72051 Ref#: 26659 (CONTRACTUAL PRINTING SERVICE) 101-265.000-818.000 101-000.000-202.000	370.17	370.17
		Expected Check Run: 07/24/2023		370.17	370.17
07/19/2023	AP	POLYDYNE, INC. SLUDGE REMOVAL Vnd: 0314 Invoice: 1753114	Invoice: 1753114 Ref#: 26651 (POLYMER FOR DEWATERING SLUDGE) 592-590.000-936.000 592-000.000-202.000	1,583.55	1,583.55
		Expected Check Run: 07/24/2023		1,583.55	1,583.55
06/30/2023	AP	PREIN & NEWHOF STREETSCAPE PROJECT STREETSCAPE PROJECT Vnd: 1195 Invoice: 75452 Vnd: 1195 Invoice: 75452	Invoice: 75452 Ref#: 26644 (PROF. SERVICES RELATED TO DRAFTING UPDAT) 202-701.000-887.000 203-701.000-887.000 202-000.000-202.000 203-000.000-202.000	102.00 102.00	102.00 102.00
		Expected Check Run: 07/24/2023		204.00	204.00
06/30/2023	AP	PREIN & NEWHOF STREETSCAPE PROJECT STREETSCAPE PROJECT STREETSCAPE PROJECT IMPROVEMENTS-OTHER THAN BLDGS Vnd: 1195 Invoice: 75100 Vnd: 1195 Invoice: 75100 Vnd: 1195 Invoice: 75100 Vnd: 1195 Invoice: 75100	Invoice: 75100 Ref#: 26645 (CONTRACTUAL SERVICES FOR JUNE 2023) 101-701.000-887.000 202-701.000-887.000 203-701.000-887.000 592-000.000-132.000 101-000.000-202.000 202-000.000-202.000 203-000.000-202.000 592-000.000-202.000	5,057.22 5,469.59 460.89 47,351.49	5,057.22 5,469.59 460.89 47,351.49
		Expected Check Run: 07/24/2023		58,339.19	58,339.19
06/30/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 34883	Invoice: 34883 Ref#: 26660 (TOILET RENTALS - BAOT LAUNCH, KATHRYN PA) 101-755.000-818.000 101-000.000-202.000	860.00	860.00
		Expected Check Run: 07/24/2023		860.00	860.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 34378	Invoice: 34378 Ref#: 26661 (TOILET RENTALS - BAOT LAUNCH, KATHRYN PA) 101-755.000-818.000 101-000.000-202.000	860.00	860.00
		Expected Check Run: 07/24/2023		860.00	860.00
05/31/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 34146	Invoice: 34146 Ref#: 26662 (BYSBA) 101-755.000-818.000 101-000.000-202.000	320.00	320.00
		Expected Check Run: 07/24/2023		320.00	320.00
06/30/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 34612	Invoice: 34612 Ref#: 26663 (BYSBA) 101-755.000-818.000 101-000.000-202.000	320.00	320.00
		Expected Check Run: 07/24/2023		320.00	320.00
06/30/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 35004	Invoice: 35004 Ref#: 26664 (BYSBA) 101-755.000-818.000 101-000.000-202.000	55.00	55.00
		Expected Check Run: 07/24/2023		55.00	55.00
07/19/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 35693	Invoice: 35693 Ref#: 26665 (BYSBA) 101-755.000-818.000 101-000.000-202.000	50.00	50.00
		Expected Check Run: 07/24/2023		50.00	50.00
07/19/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 35150	Invoice: 35150 Ref#: 26666 (BYSBA) 101-755.000-818.000 101-000.000-202.000	100.00	100.00
		Expected Check Run: 07/24/2023		100.00	100.00
07/19/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 35442	Invoice: 35442 Ref#: 26667 (TOILET RENTALS - BAOT LAUNCH, KATHRYN PA) 101-755.000-818.000 101-000.000-202.000	860.00	860.00
		Expected Check Run: 07/24/2023		860.00	860.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/19/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 35381	Invoice: 35381 Ref#: 26668 (GRAFFITI REMOVAL) 101-755.000-818.000 101-000.000-202.000	25.00	25.00
		Expected Check Run: 07/24/2023		25.00	25.00
07/19/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 35410	Invoice: 35410 Ref#: 26669 (VANDALISM - REMOVAL OF WASTE ON FLOORS) 101-755.000-818.000 101-000.000-202.000	50.00	50.00
		Expected Check Run: 07/24/2023		50.00	50.00
07/19/2023	AP	PRIDE THE PORTABLE TOILET CONTRACTUAL Vnd: 0866 Invoice: 35694	Invoice: 35694 Ref#: 26670 (MOVED UNIT FROM RUSSELL TO CENTENNIAL) 101-755.000-818.000 101-000.000-202.000	25.00	25.00
		Expected Check Run: 07/24/2023		25.00	25.00
07/18/2023	AP	REBECCA KALTENBACH CITY CENTER/UTIL./REFUNDS Vnd: MISC Invoice: 07.09.23	Invoice: 07.09.23 Ref#: 26567 (RENTAL DEPSOIT REFUND) 101-265.000-922.000 101-000.000-202.000	50.00	50.00
		Expected Check Run: 07/24/2023		50.00	50.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	REDBUD HARDWARE			
			Invoice: 06.30.23 Ref#: 26680 (JUNE PURCHASES)		
		MAINTENANCE-BUILDINGS	592-590.000-931.000	130.52	
		MAINTENANCE - EQUIPMENT	592-590.000-933.000	21.85	
		MAINTENANCE - SYSTEM	592-590.000-938.000	28.99	
		MAINTENANCE - EQUIPMENT	592-591.000-933.000	61.52	
		MAINTENANCE - EQUIPMENT	101-567.000-933.000	13.99	
		MISCELLANEOUS SUPPLIES	101-301.000-756.000	5.49	
		THRILL ON THE HILL - EXPENDITURES	701-000.000-999.001	44.03	
		ROAD MAIN. MATERIAL & SUPPLIES	202-463.000-782.000	24.08	
		ROAD MAIN. MATERIAL & SUPPLIES	203-463.000-782.000	24.09	
		MISCELLANEOUS SUPPLIES	202-469.000-756.000	13.47	
		MAINTENANCE-BUILDINGS	101-265.000-931.000	101.53	
		REPAIRS AT VICTORY	101-755.000-756.014	89.96	
		MISCELLANEOUS SUPPLIES	101-441.000-756.000	201.69	
		MAINTENANCE - EQUIPMENT	101-441.000-933.000	5.90	
		MAINTENANCE-GROUNDS	101-441.000-932.000	10.58	
		MISCELLANEOUS	101-441.000-962.000	47.94	
		OFFICE SUPPLIES	101-336.000-728.000	13.77	
		MAINTENANCE-BUILDINGS	101-336.000-931.000	42.98	
		Vnd: 0141 Invoice: 06.30.23	592-000.000-202.000		242.88
		Vnd: 0141 Invoice: 06.30.23	101-000.000-202.000		533.83
		Vnd: 0141 Invoice: 06.30.23	701-000.000-202.000		44.03
		Vnd: 0141 Invoice: 06.30.23	202-000.000-202.000		37.55
		Vnd: 0141 Invoice: 06.30.23	203-000.000-202.000		24.09
		Expected Check Run: 07/24/2023		882.38	882.38
07/19/2023	AP	RMC PROPERTIES LLC			
		CONTRACTUAL	101-441.000-818.000	5,000.00	
		Vnd: 2153 Invoice: 20	101-000.000-202.000		5,000.00
		Expected Check Run: 07/24/2023		5,000.00	5,000.00
06/30/2023	AP	ROBERT ADAMS			
		MAINT. - OFFICE EQUIPMENT	101-336.000-934.000	207.56	
		Vnd: 0084 Invoice: 06.15.23	101-000.000-202.000		207.56
		Expected Check Run: 07/24/2023		207.56	207.56
07/19/2023	AP	ROSE PEST SOLUTIONS			
		CONTRACTUAL	101-301.000-818.000	78.00	
		Vnd: 0304 Invoice: 15052124	101-000.000-202.000		78.00
		Expected Check Run: 07/24/2023		78.00	78.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	ROSE PEST SOLUTIONS CITY CENTER/UTIL./REFUNDS Vnd: 0304 Invoice: 150589097	Invoice: 150589097 Ref#: 26679 (CITY CENTER PEST CONTROL) 101-265.000-922.000 101-000.000-202.000	55.00	55.00
		Expected Check Run: 07/24/2023		55.00	55.00
06/30/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0160936-IN	Invoice: 0160936-IN Ref#: 26648 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	316.20	316.20
		Expected Check Run: 07/24/2023		316.20	316.20
07/19/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0161070-IN	Invoice: 0161070-IN Ref#: 26649 (SUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	342.20	342.20
		Expected Check Run: 07/24/2023		342.20	342.20
07/19/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0161107-IN	Invoice: 0161107-IN Ref#: 26650 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	342.20	342.20
		Expected Check Run: 07/24/2023		342.20	342.20
07/19/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0161010-IN	Invoice: 0161010-IN Ref#: 26653 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	342.20	342.20
		Expected Check Run: 07/24/2023		342.20	342.20
07/19/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0160969-IN	Invoice: 0160969-IN Ref#: 26656 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	316.20	316.20
		Expected Check Run: 07/24/2023		316.20	316.20

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	SEMCO ENERGY	<i>Invoice: 05.31.23-06.30.23 Ref#: 26657 (GAS ENERGY USAGE)</i>		
		ACCT 0157165.501	101-301.000-921.000	19.62	
		ACCT 0157576.500	101-336.000-921.000	23.24	
		ACCT 0359411.500	101-265.000-921.000	13.27	
		ACCT 0374061.500	592-590.000-921.000	42.74	
		ACCT 0157577.500	101-268.000-921.000	262.60	
		ACCT 0158995.500	101-265.000-921.000	93.65	
		ACCT 0348966.501	101-441.000-921.000	17.55	
		ACCT 0158691.500	592-590.000-921.000	231.53	
		CITY CENTER/UTIL./REFUNDS	101-265.000-922.000	26.65	
		Vnd: 0459 Invoice: 05.31.23-06.30.23	101-000.000-202.000		456.58
		Vnd: 0459 Invoice: 05.31.23-06.30.23	592-000.000-202.000		274.27
		Expected Check Run: 07/24/2023		730.85	730.85
07/19/2023	AP	STAR UNIFORM	<i>Invoice: 30039-2 Ref#: 26652 (UNIFORM PANTS &amp; S/S FOR LT. LEONARD)</i>		
		UNIFORMS	101-301.000-768.000	176.00	
		Vnd: 1358 Invoice: 30039-2	101-000.000-202.000		176.00
		Expected Check Run: 07/24/2023		176.00	176.00
07/19/2023	AP	STAR UNIFORM	<i>Invoice: 29910-2 Ref#: 26654 (SHIRTS &amp; PANTS FOR OFC. REED)</i>		
		UNIFORMS	101-301.000-768.000	281.00	
		Vnd: 1358 Invoice: 29910-2	101-000.000-202.000		281.00
		Expected Check Run: 07/24/2023		281.00	281.00
07/19/2023	AP	STATE OF MICHIGAN	<i>Invoice: HPS-WAX7-4D158 Ref#: 26603 (NPDES APPLICATION FORM)</i>		
		APPLICATION	592-590.000-957.002	400.00	
		Vnd: 1643 Invoice: HPS-WAX7-4D158	592-000.000-202.000		400.00
		Expected Check Run: 07/24/2023		400.00	400.00
07/18/2023	AP	THE BARTON GROUP	<i>Invoice: 07062023-14 Ref#: 26577 (CONSTRUCTION SERVICES FOR JULY 2023)</i>		
		CONTRACTUAL	469-000.000-818.000	2,000.00	
		Vnd: 1683 Invoice: 07062023-14	469-000.000-202.000		2,000.00
		Expected Check Run: 07/24/2023		2,000.00	2,000.00
06/30/2023	AP	THE CINCINNATI INSURANCE COMPANY	<i>Invoice: 07.10.23 Ref#: 26591 (BUILDERS RISK INSURANCE FEE)</i>		
		CONTRACTUAL	469-000.000-818.000	25.00	
		Vnd: MISC Invoice: 07.10.23	469-000.000-202.000		25.00
		Expected Check Run: 07/24/2023		25.00	25.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/19/2023	AP	TIM GANUS OFFICE SUPPLIES Vnd: 1329 Invoice: 070123	Invoice: 070123 Ref#: 26626(PETTY CASH FOR PD) 101-301.000-728.000 101-000.000-202.000	48.72	48.72
		Expected Check Run: 07/24/2023		48.72	48.72
07/19/2023	AP	TIM GOWEN MISCELLANEOUS Vnd: MISC Invoice: 07.18.23	Invoice: 07.18.23 Ref#: 26609(OVERPAID FOR CEMETERY PLOT) 101-567.000-962.000 101-000.000-202.000	50.00	50.00
		Expected Check Run: 07/24/2023		50.00	50.00
07/19/2023	AP	TIMECLOCK PLUS, LLC CONTRACTUAL Vnd: 2319 Invoice: INV00282335	Invoice: INV00282335 Ref#: 26627(TIME CLOCK APPLICATION - APPROVED 6/26, 101-253.000-818.000 101-000.000-202.000	9,555.00	9,555.00
		Expected Check Run: 07/24/2023		9,555.00	9,555.00
07/19/2023	AP	TINA SPURLOCK CONTRACTUAL Vnd: 1448 Invoice: 092281	Invoice: 092281 Ref#: 26624(POLICE DEPT CLEANING) 101-301.000-818.000 101-000.000-202.000	120.00	120.00
		Expected Check Run: 07/24/2023		120.00	120.00
07/19/2023	AP	TINA SPURLOCK CITY CENTER/UTIL./REFUNDS Vnd: 1448 Invoice: 181384	Invoice: 181384 Ref#: 26625(CLEANING FOR CITY CENTER) 101-265.000-922.000 101-000.000-202.000	90.00	90.00
		Expected Check Run: 07/24/2023		90.00	90.00
07/19/2023	AP	U-93 ACCOUNTS RECIEVABLE THRILL ON THE HILL - EXPENDITURES Vnd: 2320 Invoice: IN-1230727697	Invoice: IN-1230727697 Ref#: 26658(RADIO ADVERTISEMENT FOR THRILL ON TH 701-000.000-999.001 701-000.000-202.000	500.00	500.00
		Expected Check Run: 07/24/2023		500.00	500.00
07/19/2023	AP	UMBRELLA SECURITY SERVICES THRILL ON THE HILL - EXPENDITURES Vnd: MISC Invoice: 2499	Invoice: 2499 Ref#: 26630(SEcurity FOR TOTH CONCERTS) 701-000.000-999.001 701-000.000-202.000	2,402.00	2,402.00
		Expected Check Run: 07/24/2023		2,402.00	2,402.00



PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/19/2023	AP	UPS STORE POSTAGE Vnd: 0364 Invoice: 07.07.23	Invoice: 07.07.23 Ref#: 26635 (MERCURY ANALYSIS SAMPLES) 592-590.000-730.000 592-000.000-202.000	36.68	36.68
		Expected Check Run: 07/24/2023		36.68	36.68
07/19/2023	AP	UPS STORE POSTAGE Vnd: 0364 Invoice: 07.11.23	Invoice: 07.11.23 Ref#: 26640 (SAMPLE SHIPPING FOR WTP) 592-591.000-730.000 592-000.000-202.000	74.06	74.06
		Expected Check Run: 07/24/2023		74.06	74.06
07/19/2023	AP	UPS STORE POSTAGE Vnd: 0364 Invoice: 07.12.23	Invoice: 07.12.23 Ref#: 26641 (SAMPLE SHIPPING FOR WTP) 592-591.000-730.000 592-000.000-202.000	36.64	36.64
		Expected Check Run: 07/24/2023		36.64	36.64
07/19/2023	AP	USA BLUE BOOK LAB SUPPLIES Vnd: 0388 Invoice: INV00061526	Invoice: INV00061526 Ref#: 26631 (LAB SUPPLIES) 592-590.000-757.000 592-000.000-202.000	851.58	851.58
		Expected Check Run: 07/24/2023		851.58	851.58
06/30/2023	AP	USA BLUE BOOK MISCELLANEOUS SUPPLIES Vnd: 0388 Invoice: INV00056164	Invoice: INV00056164 Ref#: 26632 (MESH YELLOW VESTS) 592-591.000-756.000 592-000.000-202.000	35.90	35.90
		Expected Check Run: 07/24/2023		35.90	35.90
06/30/2023	AP	USA BLUE BOOK MAINTENANCE - EQUIPMENT Vnd: 0388 Invoice: INV00042196	Invoice: INV00042196 Ref#: 26633 (GLOVES AND FLOURIDE REAGENT) 592-591.000-933.000 592-000.000-202.000	429.43	429.43
		Expected Check Run: 07/24/2023		429.43	429.43
06/30/2023	AP	USA BLUE BOOK MAINTENANCE - EQUIPMENT Vnd: 0388 Invoice: INV00035752	Invoice: INV00035752 Ref#: 26634 (CATCH BASIC TUBE FOR WTP) 592-591.000-933.000 592-000.000-202.000	355.28	355.28
		Expected Check Run: 07/24/2023		355.28	355.28

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	VERIZON WIRELESS CONTRACTUAL Vnd: 2060 Invoice: 9939286387	Invoice: 9939286387 Ref#: 26629(AIR CARDS FOR PATROL VEHICLES) 101-301.000-818.000 101-000.000-202.000	120.07	120.07
		Expected Check Run: 07/24/2023		120.07	120.07
06/30/2023	AP	VITAL RECORDS CONTROL CONTRACTUAL Vnd: 0595 Invoice: 3606126BEH1	Invoice: 3606126BEH1 Ref#: 26628(CONTROLLED SHREDDING SERVICE) 101-265.000-818.000 101-000.000-202.000	142.31	142.31
		Expected Check Run: 07/24/2023		142.31	142.31
07/19/2023	AP	WELDY SALES AND SERVICE MISCELLANEOUS SUPPLIES Vnd: 1763 Invoice: 17313	Invoice: 17313 Ref#: 26672(COMM. LINE FOR CEMETERY) 101-567.000-756.000 101-000.000-202.000	57.99	57.99
		Expected Check Run: 07/24/2023		57.99	57.99
07/19/2023	AP	WEST SHORE FIRE SERVICES, INC. EQUIPMENT TESTING Vnd: 1810 Invoice: 30431	Invoice: 30431 Ref#: 26673(ANNUAL SCBA REGULAR TESTING) 101-336.000-851.001 101-000.000-202.000	1,075.00	1,075.00
		Expected Check Run: 07/24/2023		1,075.00	1,075.00
06/30/2023	AP	WEX BANK GAS AND OIL GAS AND OIL GAS AND OIL Vnd: 1098 Invoice: 90198152	Invoice: 90198152 Ref#: 26676(JUNE GAS CHARGES) 101-301.000-751.000 101-441.000-751.000 101-567.000-751.000 101-000.000-202.000	1,052.01 157.53 595.72	1,805.26
		Expected Check Run: 07/24/2023		1,805.26	1,805.26
07/19/2023	AP	WINDEMULLER ELECTRIC MAINTENANCE - SYSTEM Vnd: 1167 Invoice: 229111	Invoice: 229111 Ref#: 26671(SCADA SYSTEM) 592-590.000-938.000 592-000.000-202.000	580.00	580.00
		Expected Check Run: 07/24/2023		580.00	580.00
06/30/2023	AP	ZOLMAN'S BEST ONE OF MAINTENANCE - EQUIPMENT Vnd: 0759 Invoice: 4430018053	Invoice: 4430018053 Ref#: 26579(FOAM FILL TIRES FOR KUBOTA) 101-441.000-933.000 101-000.000-202.000	30.50	30.50
		Expected Check Run: 07/24/2023		30.50	30.50

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
06/30/2023	AP	ZOLMAN'S BEST ONE OF MAINTENANCE - VEHICLE Vnd: 0759 Invoice: 4430018049	Invoice: 4430018049 Ref#: 26580 (BOTH FRONT STEER TIRE REPLACEMENT ON ENC 101-336.000-939.000 101-000.000-202.000	1,516.06	1,516.06
Expected Check Run: 07/24/2023				1,516.06	1,516.06
				207,938.83	207,938.83

Cash/Payable Account Totals:

ACCOUNTS PAYABLE	101-000.000-202.000	90,339.83
ACCOUNTS PAYABLE	202-000.000-202.000	7,383.08
ACCOUNTS PAYABLE	203-000.000-202.000	586.98
ACCOUNTS PAYABLE	248-000.000-202.000	51.54
ACCOUNTS PAYABLE	401-000.000-202.000	25.00
ACCOUNTS PAYABLE	469-000.000-202.000	5,725.00
ACCOUNTS PAYABLE	592-000.000-202.000	97,681.65
ACCOUNTS PAYABLE	701-000.000-202.000	6,145.75
TOTAL INCREASE IN PAYABLE:		207,938.83



**GASVODA & ASSOCIATES, INC.**  
"Helping people use water efficiently"

**1530 Huntington Drive  
Calumet City, IL 60409  
Phone 708-891-4400  
Cell: 219-309-4256**

## **Proposal**

TO: City of Buchanan MI

DATE: April 28, 2023

Attn: Craig Miller

PROJECT: Buchanan MI Scada System Upgrade

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The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

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We are pleased to offer the following proposal for your review and consideration on the above named project. Kindly review our offer in its entirety and let us know of any further questions or requirements. This offer is for providing the equipment listed herein for installation by others.

### **Project: Buchanan WTP Scada System Upgrade**

#### **1. Control Panels**

##### **1. Master Control Panel**

- 1. Enclosure, Nema 4/12
- 2. VPak 10 CPU
- 3. Digital IO Modules
- 4. Analog IO Modules
- 5. OIT 10" Touch Screen - EA9-T10CL
- 6. Uninterruptible Power Supply - 1000VA
- 7. Cellular Modem w/ Antenna and Bulkhead
- 8. Circuit Breakers as required
- 9. Ethernet Switch
- 10. Lightning Arrestor
- 11. 24VDC Power Supply
- 12. Misc. Electrical Supplies
- 13. UL Listing

##### **2. Well 1 Control Panel**

- 1. Enclosure, Nema 4/12
- 2. Micro VPac II4
- 3. Digital IO Modules
- 4. Analog IO Modules
- 5. Cellular Modem w/ Antenna and Bulkhead
- 6. Circuit Breakers as required

7. Ethernet Switch
  8. Lightning Arrestor
  9. 24VDC Power Supply
  10. Misc. Electrical Supplies
  11. UL Listing
3. CP 4
    1. Enclosure, Nema 4/12
    2. Micro VPac II4
    3. Digital IO Modules
    4. Analog IO Modules
    5. Cellular Modem w/ Antenna and Bulkhead
    6. Circuit Breakers as required
    7. Ethernet Switch
    8. Lightning Arrestor
    9. 24VDC Power Supply
    10. Misc. Electrical Supplies
    11. UL Listing
  4. CP 5
    1. Enclosure, Nema 4/12
    2. Micro VPac II4
    3. Digital IO Modules
    4. Analog IO Modules
    5. Cellular Modem w/ Antenna and Bulkhead
    6. Circuit Breakers as required
    7. Ethernet Switch
    8. Lightning Arrestor
    9. 24VDC Power Supply
    10. Misc. Electrical Supplies
    11. UL Listing
  5. Water Tower Control Panel
    1. Enclosure, Nema 4/12
    2. Micro VPac II4
    3. Digital IO Modules
    4. Analog IO Modules
    5. Cellular Modem w/ Antenna and Bulkhead
    6. Circuit Breakers as required
    7. Ethernet Switch
    8. Lightning Arrestor
    9. 24VDC Power Supply
    10. Misc. Electrical Supplies
    11. UL Listing
2. SCADA/Telemetry
    1. iControl Programming
    2. PLC Programming
    3. OIT Programming

3. Services

- 1. Programming
- 2. Startup and Commissioning
- 3. Documentation
- 4. Warranty
- 5. Freight (FOB Shipping Point)
- 6. GAI service to install panels, wire in connections, and remove existing panels.

**Total Project Investment: \$193,745.00**

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

<b>TERMS:</b>	<b>NOTICE, NEW TERMS AND CONDITIONS APPLY. SEE ATTACHED SHEET FOR DETAILS.</b>
<b>FREIGHT:</b>	FOB Factory allowed to jobsite. Unloading and storage by others.
<b>TAXES:</b>	ALL applicable taxes must be added.
<b>DURATION:</b>	This proposal is valid for 30 days after which we reserve the right to review or withdraw.
<b>GASVODA &amp; ASSOCIATES, INC.</b>	<b>ACCEPTED:</b>

\_\_\_\_\_  
(Authorized signature)

BY: John L. Greaney  
John L. Greaney

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



**GASVODA & ASSOCIATES, INC.**  
"Helping people use water efficiently"

1530 Huntington Drive  
Calumet City, IL 60409  
Phone 708-891-4400  
Cell: 219-309-4256

## Proposal

TO: City of Buchanan MI

DATE: June 13, 2023

Attn: Craig Miller

PROJECT: Buchanan MI Scada System Upgrade

---

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

---

We are pleased to offer the following proposal for your review and consideration on the above named project. Kindly review our offer in its entirety and let us know of any further questions or requirements. This offer is for providing the equipment listed herein for installation by others.

**Project: Buchanan WTP Scada System Upgrade**

-Our proposal includes iControl Programming and setup to work with existing Control panels in Buchanan, MI.

**BILL OF MATERIAL**

**Electrical Equipment**

CISCO VPN Firewall

**SCADA/Telemetry**

iControl Programming

**Services**

Programming

Startup and Commissioning

Documentation

Warranty as specified

Freight (FOB Shipping Point)

**Items specifically not included in this proposal**

PLC/OIT Programming

Control Panels

Cellular Modems and Antenna

Sales or use tax

Liquidated Damages of any kind

Installation of equipment and job site labor other than as specified

Receiving and storage of equipment on the job site

Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list

Project: Scada System Upgrade

Page 2 of 4

- Performance, payment, or equipment bond of any kind
  - Installation of any instruments
  - Field Terminations
  - Mounting of any control panels or hardware
  - Mounting stands, brackets, channel strut or field assemblies of any kind.
  - Permits or Bonding
  - Fiber optic cable, connectors, patch panels, termination and/or testing
  - Electrical testing services
  - Solenoids and pressure switches are by others
  - Flow meter spare spools and flange gaskets
  - Local control panels, unless specifically listed on this scope of work
  - Field Instrumentation, unless specifically listed on this scope of work
- PRIMEX's sole obligation shall be the provision of those items specified within the "included" items listed above. The lack of an explicit exclusion does not imply inclusion

**Total Project Investment: \$62,288.00**

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

<b>TERMS:</b>	<b>NOTICE, NEW TERMS AND CONDITIONS APPLY. SEE ATTACHED SHEET FOR DETAILS.</b>
<b>FREIGHT:</b>	FOB Factory allowed to jobsite. Unloading and storage by others.
<b>TAXES:</b>	ALL applicable taxes must be added.
<b>DURATION:</b>	This proposal is valid for 30 days after which we reserve the right to review or withdraw.

GASVODA & ASSOCIATES, INC.

ACCEPTED:

(Authorized signature)

BY: John L. Greaney  
John L. Greaney

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

**AUTHORIZATION TO PROCEED:**

*Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms stated above and at the end of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.*

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

Please be sure to fill in the required "Ship To" information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

BILL TO: \_\_\_\_\_ SHIP TO: \_\_\_\_\_





<b>Date</b> March 22, 2023	<b>Customer</b> City of Buchanan	<b>To</b> Craig Miller cmiller@cityofbuchanan.com
<b>Description</b> WTP SCADA Upgrade		Dylan Thomas dthomas@cityofbuchanan.com
<b>Quote #</b> 230540		
<b>Estimator</b> Ken Wesley	<b>Email</b> ken.wesley@teamuis.com	

Scope of Work	Cost
---------------	------

**WTP Upgrades**

Furnish and install one (1) new Allen Bradley MicroLogix 1400 PLC with necessary I/O with cellular modem to interface with the existing controls.

Remove the existing Automation Direct touch screen display and replace with blank cover plate.

Provide necessary labor to cleanup the main control panel.

Provide necessary labor and materials to interface the two (2) chemical feed scales with the new PLC and CRUISE HMI.

Provide necessary PLC and CRUISE HMI (Cloud Based).

**Well House 1, 2, & 4 Upgrades**

At each Well House, furnish and install one (1) new Allen Bradley MicroLogix 1400 PLC with necessary I/O with cellular modem to interface with the existing controls.

Provide necessary labor to cleanup the control panels.

Provide necessary PLC and CRUISE HMI (Cloud Based).

**Water Tower Upgrades**

At the each of the two (2) Water Towers, furnish and install one (1) new Allen Bradley MicroLogix 1400 PLC with necessary I/O with cellular modem to interface with the existing controls.

Provide necessary labor to cleanup the control panels.

Provide necessary PLC and CRUISE HMI (Cloud Based).

**CRUISE HMI**

Provide the first year of the CRUISE (cloud-based HMI) subscription and cellular fees, currently \$3,035.00 per year. The CRUISE provides easy trending, reports, unlimited remote connections, and alarm notifications via voice calls, emails, and text message

Provide necessary startup and training services.

Total: \$61,495.00

UIS SCADA Approved by

Date March 22, 2023

STP, CRU

DA

Control Section	STU 11000; CRU 11000
Job Number	206394CON; 206618CON
Project	23A0655; 23A0651
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5298

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BUCHANAN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Buchanan, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 29, 2023, attached hereto and made a part hereof:

PART A – STU 11000; 206394CON; 23A0655 – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction along Front Street from Red Bud Trail to Oak Street, including grading, subbase and aggregate base, decorative concrete pavement, storm sewer including hydrodynamic stormwater separator, concrete curb and gutter, curb ramp and sidewalk, clay pavers, permanent signing and pavement markings; and all together with necessary related work.

PART B – STU 11000; 206394CON; 23A0655 – NO FEDERAL PARTICIPATION

Water main and services, irrigation leads, sanitary sewer, decorative lighting, signs, planter pedestals and clock along the limits as described in PART A; and all together with necessary related work.

PART C – CRU 11000; 206618CON; 23A0651 – FEDERAL PARTICIPATION

Traffic signal modernization and optimization along Front Street at Oak Street, including controller and cabinet, countdown pedestrian signals, pushbuttons, hemispherical video detection system, strain poles and backplates; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

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

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

CARBON REDUCTION  
SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

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

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

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

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Urban Funds in combination with Federal Surface Transportation Flex Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Surface Transportation Urban Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$594,930, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. Federal Surface Transportation Flex Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$44,354, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

Federal Carbon Reduction Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$78,873, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the

award of the construction contract. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

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

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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

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

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

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

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

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

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

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

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

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

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the

REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

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

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

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

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

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the

REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.



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

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

CITY OF BUCHANAN

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
*for* Department Director MDOT

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



June 29, 2023

EXHIBIT I

CONTROL SECTION	STU 11000; CRU 11000
JOB NUMBER	206394CON; 206618CON
PROJECT	23A0655; 23A0651

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>TOTAL</u>
Estimated Cost	\$2,700,000	\$1,100,000	\$430,100	\$4,230,100

COST PARTICIPATION

GRAND TOTAL				
ESTIMATED COST	\$2,700,000	\$1,100,000	\$430,100	\$4,230,100
Less Federal Funds*	<u>\$ 639,284</u>	<u>\$ 0</u>	<u>\$ 78,873</u>	<u>\$ 718,157</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$2,060,716	\$1,100,000	\$351,227	\$3,511,943

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

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

## SECTION II

## PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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



SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
 Accounting Service Center  
 Hannah Building  
 608 Allegan Street  
 Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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



## SECTION V

## SPECIAL PROGRAM AND PROJECT CONDITIONS

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

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

**APPENDIX B  
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

**APPENDIX C**

**TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

**Assurance that Recipients and Contractors Must Make  
(Excerpts from US DOT Regulation 49 CFR 26.13)**

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

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

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

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

CITY OF BUCHANAN  
COUNTY OF BERRIEN, STATE OF MICHIGAN  
RESOLUTION NO. 2023.07/19

Commissioner \_\_\_\_\_ offered the following resolution and moved for its adoption:

Be it resolved that

CONTRACT No. 23-5298, Control Section STU 11000; CRU 11000, Job Number 206394CON;  
206618CON

by and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CITY OF BUCHANAN

is hereby accepted.

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

BENJAMIN ELDRIDGE, CITY MANAGER

SEAN DENISON, MAYOR

Supported by Commissioner \_\_\_\_\_

ADOPTED: AYES: \_\_\_\_\_  
NAYES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at  
a regular meeting of the City Commission of the City of Buchanan on the  
24<sup>th</sup> DAY of July 2023.

Signed \_\_\_\_\_  
CITY CLERK, Kalla Langston