

**REGULAR MEETING OF THE BUCHANAN CITY COMMISSION**  
**MONDAY, MARCH 13, 2023 – 7:00 PM**  
**CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI**

**AGENDA**

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

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

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

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

**I. Call to Order**

**II. Recognition**

A. *The City Commission would like to recognize a special volunteer.*

**III. Pledge of Allegiance**

**IV. Approve Agenda**

**V. Roll Call**

**VI. Open Public Hearing**

A. *Public Hearing is being held pursuant to Section 8.7 of the City Charter for the purpose of the City Commission considering, accepting public comment on, and deciding upon the possible sale of the City real property located at 107 W. Front St. Buchanan, MI 49107 Ross Sanders House.*

**VII. Close of Public Hearing**

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

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

A. Minutes

- 1) Consider approving Regular Meeting Minutes from February 27, 2023.
- 2) Consider approving Work Session Meeting Minutes from February 20, 2023.
- 3) Consider approving Special Meeting Minutes from February 20, 2023.

B. Consider excusing Commissioner Larry Money from the February 27th, 2023 Regular Meeting.

C. Consider the rate adjustment for Kotz Sangster PC

D. Expenditures

- 1) Consider approving General Expenditures for March 13, 2023, in the amount of \$318,349.04.
- 2) Consider approving the Summer/Winter 2022 Tax Disbursement for February 01 through February 14, 2023, in the amount of \$92,867.70.

**E. Consider approving the recommended BARB bylaws**

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

**A. Daniel Burns with AVB & The Barton Group**

1) Consider finalizing the DPW building construction site.

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

**A. Mainstreet Manager/ Assistant Community Development Director-Ashley Regal**

1) Main Street Update - Spring 2023

2) Consider the Career and Technical Education (CTE) Program with Buchanan High School

3) Consider Thrill on the Hill Date and Budget

**B. Community Development Director Report- Rich Murphy**

1) Consider 2023 marijuana permit renewals for G2 Development/7 Engines

A) Adult Use Retail permit at 1101 E. Front St.

B) Adult Use Grower Class C permit at 408 River St.

C) Medical Retail permit at 1101 E. Front St.

D) Adult Use Process permit at 408 River St.

**C. Fire Department Report -Director of Publis Saftey, Tim Ganus**

1) Consider replacing the single-stage furnace unit in the fire department.

2) Consider purchasing 13 SEER AC unit in the fire department.

**D. Water Department Report- Craig Miller, Operator in Charge**

1) Consider the 2023 Water Tower inspections with the camera option for both towers.

**XII. Unfinished Business**

**XIII. New Business**

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

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

**XVI. Executive Comments**

A. City Manager Comments

B. Commissioner Comments

C. Mayor Comments

**XVII. Adjourn**

**PUBLIC HEARING NOTICE  
CITY OF BUCHANAN  
BERRIEN COUNTY, MICHIGAN**

PLEASE TAKE NOTICE that the City Commission of the City of Buchanan, Berrien County, State of Michigan will hold a public hearing at 7:00 p.m. on Monday, March 13<sup>th</sup> 2023 at Buchanan City Hall, 302 N. Redbud Trail, Buchanan, Michigan. The public hearing is being held pursuant to Section 8.7 of the City Charter for the purpose of the City Commission considering, accepting public comment on, and deciding upon the possible sale of the City real property located at 107 W. Front St. Buchanan, MI 49107, Ross Sanders House. At the hearing, all interested parties will be given the opportunity to be heard.

If you cannot attend the public hearing, written comments can be sent to Buchanan City Hall, 302 N. Redbud Trail, Buchanan, Michigan 49107 or emailed to City Clerk Kalla Langston at [Clerk@cityofbuchanan.com](mailto:Clerk@cityofbuchanan.com) and must be received by noon on Monday, February 27, 2023.

Published: March 2<sup>nd</sup> 2023 & March 9, 2023 in Berrien County Record



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

**MINUTES**

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

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**I. Call to Order**

Meeting was called to order by Mayor Sean Denison at 7:00 P.M.

**II. Recognition**

**III. Pledge of Allegiance**

**IV. Roll Call**

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

**Absent: Commissioner Larry Money**

**City Staff: City Clerk, Kalla Langston; Community Development Director; Rich Murphy, Main Street Manager/Assistant Community Development Director, Ashley Regal; Director of Public Services, Mike Baker; Chief of Police Harvey Burnett**

**V. Approve Agenda**

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

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

*Norma Ferris- Clarification on the public hearing for the proposed selling of the Ross Sanders Home.*

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

**A. Consider excusing Mayor Sean Denison from the February 13th, 2023 Regular Meeting.**

**B. Minutes:**

**1. Consider approving the Regular Meeting Minutes from the February 13th, 2023**

**2. Consider approving the Closed Session Minutes from February 13th, 2023.**

**C. Appointment:**

***Appointing Treasurer, Deborah Perez to the Buchanan City Building Authority in place of the former City Manager.***

**D. Expenditures:**

1) Consider approving General Expenditures for February 27, 2023, in the amount of \$505,135.52.

2) Consider approving the Summer/Winter 2022 Tax Disbursement for January 01 through January 31, 2023, in the amount of \$89,951.78.

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

**VIII. Scheduled Matters from the Floor (if any)****A. Proposals for City Manager Recruitment Services**

1) Art Davis, Director for Baker Tilly's executive recruitment practice.

Art Davis, presenting virtually to the Commission went through their process and the services they would provide. Total cost of Baker Tilly's proposal was \$26,950.00.

2) Joyce Parker, MML executive search services.

Joyce Parker presented to the Commission MML's process and the services they would provide. Total cost of MML proposal was \$17,000.00.

3) Frank Walsh, President of Walsh Municipal Services.

Frank Walsh presented to the commission with a candid presentation about the process his company would provide. Total cost of Walsh Municipal Services was \$12,900.00.

**Motion made by Swem, supported by Weedon to approve the proposal from Walsh Municipal Service to not exceed the amount of \$12,900.00 for City Manager Recruitment. Roll call vote carries unanimously.**

**IX. Reports by: Departments, Committees, Boards****A. Community Development Director Report- Rich Murphy**

1) Consider resolution # 2023.02/06 to approve the MNRTF grant application for the kayak launch project. (See Attachment A)

Murphy presented the resolution to the commission informing them this grant could be used to make the kayak launch project ADA compliant. The match would not come till 2024-2025 budget, but the deadline to submit the grant application is April 1<sup>st</sup>, 2023.

**Motion made by Weedon, supported by Vigansky to approve Resolution # 2023.02/06, to support the MNRTF grant application for the kayak launch project. Roll call vote carries unanimously.**

2) Consider resolution # 2023.02/07 to approve the recreation passport grant application for the Victory Park project (See Attachment B)

Murphy presented the resolution to the commission informing them this grant would be to provide playground equipment at Victory Park. The match would not come till 2024-2025 budget, but deadline to submit the application is April 1, 2023.

Concern that BARB was not making the recommendation. Murphy discussed with BARB at prior meeting and informed the commission that this idea is coming straight out of the Vision for Buchanan and the BARB Recreational Plan.

**Motion made by Swem, supported by Weedon approve Resolution #2023.02/07, to support the recreation passport grant application for the Victory Park Project.” Roll call carries unanimously.**

3) Consider approving Redbud Roots 2023 Cannabis Permit Renewals

**Motion made by Weedon, supported by Vigansky to approve the Redbud Roots 2023 Marihuana Permit Renewals, as presented. Roll call vote carries unanimously.**

4) Update on 111 Railroad and Baroda Tire II Demo walk-thru and request to Commission for permission for parties to remove items on-site for reuse.

Murphy is looking for guidance on the reuse of the silos. Either we work with multiple contractors or we give the bid to one contractor and the interested parties that want to reuse the silos work with the contractor that won the bid for demo, instead of the city working with multiple parties. Mario with South Bend Chocolate Factory is interested in taking the semi-trailers off the property. Mario is willing to haul them off at his own liability, but the city would have to give permission.

**Motion made by Vigansky, supported by Denison to allow Mario to remove the 40 ft trailers off said property with notifying the city and Commissioner Vigansky, with Vigansky overseeing the process.**

**Swem would like to wait for the bids to come back before allowing anyone to take them off the property.**

**Yea: Vigansky, Denison, Weedon**

**Nay: Swem**

**Motion made by Vigansky, supported by Swem to put together an RFP for the demolition 111 Railroad/Baroda Tire to seek the lowest bids with no alternates for reuse. Motion carries unanimously.**

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

1) Consider Resolution # 2023/02.08, a resolution for Mobile Food Vending Fee Schedule. (See Attachment C)

Regal presented a resolution to amend the fee schedule to make the fee structure friendlier to food trucks. The fee schedule also is more in line with what surrounding communities charge.

**Motion made by Vigansky, supported by Weedon to approve Resolution # 2023/02.08 the mobile food vending fee schedule. Roll call vote carries unanimously.**

2) Consider approving the updated Mobile Food Vending Application.

Regal made a few changes to the Mobile Food Vending Application to simplify the process at city hall and for the vendors.

**Motion made by Vigansky, supported by Swem to approve the updated Mobile Food Vending application, as presented. Roll call vote carries unanimously.**

**X. Unfinished Business**

**A. Investment Policy-**

1) Consider approving the updated Investment Policy with the amendments made by the finance committee. (Postponed at February 13th, 2023 meeting)

Finance Department did not make any recommended changes. Commission made no motion; investment policy stays in place.

2) *Consider Resolution 2023.02/09- a resolution of Authorized Signatures for the investment account. Naming City Treasurer, Deborah Perez as Authorized Signer. (See Attachment D)*

***Motion made by Weedon, supported by Swem to approve Resolution #2023.02/09 authorizing City Treasurer Deborah Perez as the Authorized Signature for the investment account. Roll call carries unanimously.***

#### XI. New Business

- A. 1) **Interim City Manager** -*Consider the Employment Agreement for Interim City Manager with Timothy Lynch*

***Motion made by Swem, supported by Weedon to approve the Employment Agreement for the Interim City Manager, Timothy Lynch. Roll call vote carries unanimously.***

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

- A. *Absentee Voting communication for May 2nd Special Election*

Absentee Applications were sent out as of February 23<sup>rd</sup> for the special election on May 2. Please contact Langston with any questions.

- B. *Public Hearing will be held at the next Regular Meeting on March 13th, 2023 for the purpose of said hearing is for the Commission to hear public comments on the possible sale of City real property located at 107 W. Front St., the Ross Sanders House.*

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

None

#### XIV. Executive Comments

##### A. City Manager Comments

Langston and Murphy had no comments.

##### B. Commissioner Comments

Viganksy- No comments

Swem- Thanked the team and commission. Believed that we acted as swiftly as we could on establishing an interim and moving forward with a search group.

Weedon- Spoke about the school bond with the significant changes that have been made to the school bond.

##### C. Mayor Comments

Thanked Swem, Weedon, and Viganksy for keeping things moving while he was gone. Thanked Murphy and Langston for not bothering him to much while he was gone.

#### XV. Adjourn

**Motion made by Vigansky, supported by Weedon to adjourn the meeting at 9:00 P.M. Roll call vote carries unanimously.**

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Kalla Langston, City Clerk

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Mayor Sean Denison





**WORK SESSION OF THE BUCHANAN CITY COMMISSION  
MONDAY, FEBRUARY 20, 2023 – 10:00 AM  
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI  
MINUTES**

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

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**I. Call to Order**

**Meeting was called to order by Mayor Pro Tem Mark Weedon at 10:00 A.M.**

**Present: Mayor Pro Tem Mark Weedon, Commissioner Patrick Swem, Commissioner Dan Viganksy, Commissioner Larry Money**

**City Staff: City Clerk, Kalla Langston; City Treasurer, Deb Perez; Director of Public Services, Mike Baker**

**Absent: Mayor Sean Denison**

**Guests: Amelia Lietzau, Jennifer Sawyer, Gary Barton, & Daniel Burns (Barton Group and AVB)**

**II. Items for Discussion**

**A. Post Bid Budget for the DPW building with the Barton Group and AVB**

Commission, Barton Group and AVB discussed the post bid budget for the DPW site and building (See attachment A)

Commission asked for AVB to assess 700 E. 3<sup>rd</sup> St building to do a comparison cost of the new site to the 700 E. 3<sup>rd</sup> St. site.

**III. Adjourn**

**Motion made by Swem, supported by Money to adjourn the meeting at 11:30 A.M.**

\_\_\_\_\_  
Kalla Langston, City Clerk

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Mayor Pro Tem Mark Weedon



**SPECIAL MEETING OF THE BUCHANAN CITY COMMISSION  
MONDAY, FEBRUARY 20, 2023 – 9:00 AM  
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**AGENDA**

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**I. Call to Order**

**Meeting was called to order by Mayor Pro Tem Mark Weedon at 9:00 A.M.**

**II. Roll Call**

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

**City Staff: City Clerk, Kalla Langston; City Treasurer, Deb Perez**

**Absent: Mayor Sean Denison**

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

None

**IV. New Business**

**A. 1) Discuss Resume for Interim City Manager**

The resume of Tim Lynch was presented to the commission, discussion over experience that Lynch has. Great recommendations from other municipalities, highly respected from others. This would be between 90-120 days.

**2)Discuss Draft Interim City Manager Employment Agreement**

Commission discussed the agreement that was provided. Swem will negotiate pay for hourly rate between range of \$38.00 hour to \$45.00 with Lynch on behalf of the commission, then have a public vote at a regular meeting. Expectations of Interim City Manager include operational consistency and reliability, budget work must be done, project oversight, and setting beginnings of capital improvement plan. After his term giving an assessment report to the commission on where the city stands.

**Motion made by Weedon, supported by Vigansky to allow Commissioner Swem to move forward with discussions/negotiations with Tim Lynch. Roll call vote carries unanimously.**

**V. Adjourn**

**Motion made by Weedon, supported by Money to adjourn the meeting 8:31 A.M.**

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Kalla Langston, City Clerk

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Mayor Pro Tem Mark Weedon

# KOTZ SANGSTER

ATTORNEYS AND COUNSELORS AT LAW

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WWW.KOTZSANGSTER.COM

Mowitt S. Drew, III  
[mdrew@kotzsangster.com](mailto:mdrew@kotzsangster.com)

March 6, 2023

*Via Email Only:* [sdenison@cityofbuchanan.com](mailto:sdenison@cityofbuchanan.com)

Sean Denison, *Mayor*  
CITY OF BUCHANAN  
302 North Redbud Trail  
Buchanan, MI 49107

**RE: RATE ADJUSTMENT FOR SERVICES**

Dear Mayor Denison:

As you know, it has been our pleasure to serve the City of Buchanan and we have enjoyed our appointment as City Attorney. Pursuant to our recent discussions, the hourly rate for all work performed on behalf of the City will be set at \$250.00 per hour effective February 1, 2023. Please contact me if we need to discuss this issue any further; otherwise, we look forward to continuing our professional relationship and ongoing representation of the City.

Very truly yours,

KOTZ SANGSTER WYSOCKI P.C.

MOWITT S. DREW, III

MSD/jmb

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN  
 EXP CHECK RUN DATES 03/13/2023 - 03/13/2023  
 JOURNALIZED  
 OPEN

| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution   | Inv Date<br>Entered By                              | Due Date   | Inv Amt              | Amt Due  | Status | Jrnalized<br>Post Date |
|---------------------|--|---|------------|----------------------|----------|--------|------------------------|
| 02.21.23<br>25753   | SWEET C. ROBINSON<br>BASKETBALL GAME<br>701-000.000-150.000                      | 02/21/2023<br>CBAHAM<br>POLICE RESERVES             | 03/13/2023 | 42.00<br>42.00       | 42.00    | Open   | Y<br>03/07/2023        |
| 02.20.23<br>25754   | LARRY SCHMELING<br>BASKETBALL GAME<br>701-000.000-150.000                        | 02/20/2023<br>CBAHAM<br>POLICE RESERVES             | 03/13/2023 | 36.00<br>36.00       | 36.00    | Open   | Y<br>03/07/2023        |
| 02.21.23<br>25755   | KRAIG PIKE<br>BASKETBALL GAME<br>701-000.000-150.000                             | 02/21/2023<br>CBAHAM<br>POLICE RESERVES             | 03/13/2023 | 36.00<br>36.00       | 36.00    | Open   | Y<br>03/07/2023        |
| 02.18.23<br>25756   | JULIA PROSHWITZ<br>CITY CENTER RENTAL DEPOSIT REFUND<br>101-000.000-656.000      | 02/18/2023<br>CBAHAM<br>BUCHANAN REDBUD CITY CENTER | 03/13/2023 | 50.00<br>50.00       | 50.00    | Open   | Y<br>03/07/2023        |
| 02.16.23<br>25757   | JEANNE ARBANAS<br>CITY CENTER RENTAL DEPOSIT REFUND<br>101-000.000-656.000       | 02/18/2023<br>CBAHAM<br>BUCHANAN REDBUD CITY CENTER | 03/13/2023 | 50.00<br>50.00       | 50.00    | Open   | Y<br>03/07/2023        |
| 02.19.23<br>25758   | STEPHANIE RODRIGUIEZ<br>CITY CENTER RENTAL DEPOSIT REFUND<br>101-000.000-656.000 | 02/21/2023<br>CBAHAM<br>BUCHANAN REDBUD CITY CENTER | 03/13/2023 | 50.00<br>50.00       | 50.00    | Open   | Y<br>03/07/2023        |
| 02.17.23<br>25759   | LOUIS SWANIGAN<br>CITY CENTER RENTAL DEPOSIT REFUND<br>101-000.000-656.000       | 02/17/2023<br>CBAHAM<br>BUCHANAN REDBUD CITY CENTER | 03/13/2023 | 50.00<br>50.00       | 50.00    | Open   | Y<br>03/07/2023        |
| 107<br>25760        | AXON ENTERPRISE, INC.<br>BATTERY PACK<br>101-301.000-851.000                     | 02/17/2023<br>CBAHAM<br>RADIO MAINTENANCE           | 03/13/2023 | 261.60<br>261.60     | 261.60   | Open   | Y<br>03/07/2023        |
| 51166598<br>25761   | ALTEC INDUSTRIES, INC.<br>YEARLY INSPECTION ON BOOM TRUCK<br>101-567.000-933.000 | 02/22/2023<br>CBAHAM<br>MAINTENANCE - EQUIPMENT     | 02/22/2023 | 1,647.91<br>1,647.91 | 1,647.91 | Open   | Y<br>03/07/2023        |

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|----------------------------|---|------------------------|------------|------------------------------------|------------|--------|------------------------|
| 64784<br>25762             | ALEXANDER CHEMICAL CORP<br>CHEMICALS FOR WATER TREATMENT<br>592-591.000-743.000 CHEMICALS   | 02/28/2023<br>CBAHAM   | 03/28/2023 | 72.50<br>72.50                     | 72.50      | Open   | Y<br>03/07/2023        |
| 01.17.23-02.16.23<br>25763 | AT&T<br>MONTHLY BILLING<br>101-753.000-853.000 269 695-5525<br>592-590.000-853.000 269 695-4028<br>592-591.000-853.000 269 409-8372 | 02/16/2023<br>CBAHAM   | 03/11/2023 | 203.83<br>133.90<br>31.86<br>38.07 | 203.83     | Open   | Y<br>03/07/2023        |
| W01414<br>25764            | BELL EQUIPMENT COMPANY<br>SWEEPER REPAIR<br>401-000.000-970.006 DEPT. OF PUBLIC WORKS EXPENSES                                      | 02/28/2023<br>CBAHAM   | 03/28/2023 | 34,936.27<br>34,936.27             | 34,936.27  | Open   | Y<br>03/07/2023        |
| 02.16.23<br>25765          | BERRIEN COUNTY RECORD<br>2023 MARCH BOARD OF REVIEW<br>101-215.000-903.000  | 02/16/2023<br>CBAHAM   | 03/16/2023 | 106.00<br>106.00                   | 106.00     | Open   | Y<br>03/07/2023        |
| 03.02.23<br>25766          | BERRIEN COUNTY RECORD<br>PUBLIC HEARING NOTICE - SUMMERS &<br>101-215.000-903.000   | 03/02/2023<br>CBAHAM   | 03/30/2023 | 96.00<br>96.00                     | 96.00      | Open   | Y<br>03/07/2023        |
| 4430013065<br>25767        | BEST ONE FLEET SERVICE<br>SERVICE ON 2018 CEM. TRUCK<br>101-567.000-939.000 MAINTENANCE - VEHICLE                                   | 02/28/2023<br>CBAHAM   | 03/10/2023 | 527.72<br>527.72                   | 527.72     | Open   | Y<br>03/07/2023        |
| 02.28.23<br>25768          | BUCHANAN FLORAL CO.<br>PLANTERS FOR DOWNTOWN<br>101-101.000-885.000 PUBLIC RELATIONS  | 02/28/2023<br>CBAHAM   | 03/10/2023 | 4,681.00<br>4,681.00               | 4,681.00   | Open   | Y<br>03/07/2023        |
| PSI-0328584<br>25769       | HULL LIFT TRUCK<br>SKID SHOE REPLACEMENT<br>101-567.000-933.000 MAINTENANCE - EQUIPMENT   | 11/30/2022<br>CBAHAM   | 12/10/2022 | 232.23<br>232.23                   | 232.23     | Open   | Y<br>03/07/2023        |
| 0010288797<br>25770        | CAPITAL ONE PUBLIC FUNDING<br>LOAN #101006746 - WASTWATER BOND<br>592-000.000-307.000 NOTES PAYABLE-2020 BOND ISSUE                 | 04/01/2023<br>CBAHAM   | 04/01/2023 | 221,730.00<br>100,000.00           | 221,730.00 | Open   | Y<br>03/07/2023        |

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|---------------------|---|---------------------------------|------------|------------|----------|--------|-----------------------|
|                     | 592-907.000-993.003   | INTEREST - 2020 OXIDATION DITCH |            | 121,730.00 |          |        |                       |
| 02.28.23<br>25771   | BAR WATER YOUR LOCAL CULLIGAN<br>OFFICE WATER - CEMETERY<br>101-567.000-756.000 | 02/28/2023<br>CBAHAM            | 03/10/2023 | 12.50      | 12.50    | Open   | Y<br>03/07/2023       |
|                     | MISCELLANEOUS SUPPLIES  |                                 |            | 12.50      |          |        |                       |
| 02.28.23-2<br>25772 | BAR WATER YOUR LOCAL CULLIGAN<br>OFFICE WATER<br>101-265.000-818.000            | 02/28/2023<br>CBAHAM            | 03/10/2023 | 35.75      | 35.75    | Open   | Y<br>03/07/2023       |
|                     | CONTRACTUAL   |                                 |            | 35.75      |          |        |                       |
| 255687<br>25773     | CIVIC PLUS<br>MUNICODE WEB<br>101-265.000-818.000                               | 04/01/2023<br>CBAHAM            | 05/01/2023 | 3,600.00   | 3,600.00 | Open   | Y<br>03/07/2023       |
|                     | CONTRACTUAL   |                                 |            | 3,600.00   |          |        |                       |
| 255777<br>25774     | CIVIC PLUS<br>MUNICODE MEETINGS<br>101-215.000-818.000                          | 04/01/2023<br>CBAHAM            | 05/01/2023 | 3,400.00   | 3,400.00 | Open   | Y<br>03/07/2023       |
|                     | CONTRACTUAL   |                                 |            | 3,400.00   |          |        |                       |
| 4147853279<br>25775 | CINTAS CORPORATION<br>MATS FOR CITY HALL<br>101-265.000-818.000                 | 02/28/2023<br>CBAHAM            | 03/10/2023 | 77.88      | 77.88    | Open   | Y<br>03/07/2023       |
|                     | CONTRACTUAL   |                                 |            | 77.88      |          |        |                       |
| 03.04.23<br>25776   | DYLAN THOMAS<br>WORK PANT REIMBURSEMENT<br>592-591.000-768.000                  | 03/04/2023<br>CBAHAM            | 03/15/2023 | 42.74      | 42.74    | Open   | Y<br>03/07/2023       |
|                     | UNIFORMS  |                                 |            | 42.74      |          |        |                       |
| 1266838<br>25777    | DUBOIS-COOPER ASSOCIATES<br>MISC PARTS FOR WWTP<br>592-590.000-933.000          | 03/02/2023<br>CBAHAM            | 03/15/2023 | 335.00     | 335.00   | Open   | Y<br>03/07/2023       |
|                     | MAINTENANCE - EQUIPMENT   |                                 |            | 335.00     |          |        |                       |
| 1266551<br>25778    | DUBOIS-COOPER ASSOCIATES<br>WEAR PLATE<br>592-590.000-933.000                   | 03/02/2023<br>CBAHAM            | 03/15/2023 | 288.00     | 288.00   | Open   | Y<br>03/07/2023       |
|                     | MAINTENANCE - EQUIPMENT   |                                 |            | 288.00     |          |        |                       |
| 0310541<br>25785    | FERGUSON WATERWORKS #1934<br>PIPE AND PIPE FITTINGS<br>592-591.000-933.000      | 02/15/2023<br>CBAHAM            | 03/15/2023 | 84.24      | 84.24    | Open   | Y<br>03/08/2023       |
|                     | MAINTENANCE - EQUIPMENT   |                                 |            | 84.24      |          |        |                       |

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| 69590<br>25786      | FERGUSON EQUIPMENT INC.<br>MOTOR FOR SALT TRUCK SPREADER<br>101-441.000-933.000 MAINTENANCE - EQUIPMENT   | 02/13/2023<br>CBAHAM   | 03/13/2023 | 562.99<br>562.99           | 562.99  | Open   | Y<br>03/08/2023       |
| 134281<br>25787     | FOX FIRE SAFETY SALES & SERVICE<br>FIRE EXTINGUISHER INSPECTION FOR<br>101-567.000-931.000 MAINTENANCE-BUILDINGS<br>101-265.000-931.000 MAINTENANCE-BUILDINGS | 02/17/2023<br>CBAHAM   | 03/04/2023 | 429.00<br>250.00<br>179.00 | 429.00  | Open   | Y<br>03/08/2023       |
| 02.25.23<br>25788   | GLADYS SLAUGHTER<br>REDBUD CITY CENTER RENTAL DEPOSIT<br>101-000.000-656.000 BUCHANAN REDBUD CITY CENTER  | 02/25/2023<br>CBAHAM   | 03/15/2023 | 50.00<br>50.00             | 50.00   | Open   | Y<br>03/08/2023       |
| 9599973410<br>25789 | GRAINGER<br>BROOM, BROOM HANDLE AND PERMANENT<br>592-590.000-931.000 MAINTENANCE-BUILDINGS  | 02/07/2023<br>CBAHAM   | 03/09/2023 | 45.37<br>45.37             | 45.37   | Open   | Y<br>03/08/2023       |
| 9610619083<br>25790 | GRAINGER<br>SLOW CLOSING VALVE<br>592-590.000-933.000 MAINTENANCE - EQUIPMENT   | 02/16/2023<br>CBAHAM   | 03/18/2023 | 289.19<br>289.19           | 289.19  | Open   | Y<br>03/08/2023       |
| 19796<br>25791      | GENE WESNER AUTOMOTIVE<br>REPAIR TO ENGINE 4621 FUEL TANK<br>101-336.000-939.000 MAINTENANCE - VEHICLE  | 02/24/2023<br>CBAHAM   | 03/24/2023 | 64.62<br>64.62             | 64.62   | Open   | Y<br>03/08/2023       |
| 19782<br>25792      | GENE WESNER AUTOMOTIVE<br>MULTI POINT INSPECTION ON CAR 46-<br>101-301.000-939.000 MAINTENANCE - VEHICLE  | 02/21/2023<br>CBAHAM   | 03/21/2023 | 96.13<br>96.13             | 96.13   | Open   | Y<br>03/08/2023       |
| 19789<br>25793      | GENE WESNER AUTOMOTIVE<br>MULTI POINT INSPECTION ON CAR 46-<br>101-301.000-939.000 MAINTENANCE - VEHICLE  | 02/23/2023<br>CBAHAM   | 03/23/2023 | 245.62<br>245.62           | 245.62  | Open   | Y<br>03/08/2023       |
| 02.21.23<br>25794   | HARVEY BURNETT<br>REIMBURSEMENT FOR OFFICER BRUCES<br>101-301.000-864.000 CONFERENCES AND WORKSHOP  | 02/21/2023<br>CBAHAM   | 03/21/2023 | 650.48<br>650.48           | 650.48  | Open   | Y<br>03/08/2023       |



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| 2607<br>25795             | HICKOK PLUMBING & HEATING<br>ROSS SANDERS - REPLACEMENT OF<br>101-265.000-931.000       | 02/09/2023<br>CBAHAM<br>MAINTENANCE-BUILDINGS   | 03/09/2023 | 1,704.96<br><br>1,704.96         | 1,704.96 | Open   | Y<br>03/08/2023        |
| 000436<br>25796           | IMPRESSIVE LETTERING<br>CITY OF BUCHANAN SWEATSHIRT, T-<br>592-591.000-768.000          | 03/03/2023<br>CBAHAM<br>UNIFORMS                | 03/03/2023 | 83.00<br><br>83.00               | 83.00    | Open   | Y<br>03/08/2023        |
| 320579<br>25797           | KCI<br>MARCH 2023 WATER BILLS<br>592-590.000-730.000<br>592-591.000-730.000             | 03/03/2023<br>CBAHAM<br>POSTAGE<br>POSTAGE      | 03/03/2023 | 1,224.31<br><br>612.15<br>612.16 | 1,224.31 | Open   | Y<br>03/08/2023        |
| IN208252<br>25798         | KIESLER'S POLICE SUPPLY, INC.<br>AMMO FOR PD<br>101-301.000-729.000                     | 02/13/2023<br>CBAHAM<br>TARGET RANGE & SUPPLIES | 03/15/2023 | 166.00<br><br>166.00             | 166.00   | Open   | Y<br>03/08/2023        |
| 02.28.23<br>25799         | KEN SIMPSON<br>ELECTRICAL INSPECTION SERVICES FOR:<br>701-000.000-491.000               | 02/28/2023<br>CBAHAM<br>ELECTRICAL PERMITS      | 03/15/2023 | 1,349.60<br><br>1,349.60         | 1,349.60 | Open   | Y<br>03/08/2023        |
| 02.19.23<br>25800         | MICHIGAN STATE FIREMEN'S ASSOC<br>MEMORIAL FOR FIREFIGHTER DAVID<br>101-336.000-831.000 | 02/28/2023<br>CBAHAM<br>MEMBERSHIP AND DUES     | 03/15/2023 | 100.00<br><br>100.00             | 100.00   | Open   | Y<br>03/08/2023        |
| SB-PSO-6476500<br>25801   | MACALLISTER MACHINERY<br>BUMPER FOR BACKHOE<br>101-441.000-933.000                      | 01/25/2023<br>CBAHAM<br>MAINTENANCE - EQUIPMENT | 02/25/2023 | 57.22<br><br>57.22               | 57.22    | Open   | Y<br>03/08/2023        |
| SB-PSO-6476500-2<br>25802 | MACALLISTER MACHINERY<br>GRILL FOR BACKHOE<br>101-441.000-933.000                       | 01/25/2023<br>CBAHAM<br>MAINTENANCE - EQUIPMENT | 02/25/2023 | 423.91<br><br>423.91             | 423.91   | Open   | Y<br>03/08/2023        |
| 298551<br>25803           | MARV'S LOCK SHOP<br>2 KEYS PEAR MILL<br>101-265.000-931.000                             | 02/23/2023<br>CBAHAM<br>MAINTENANCE-BUILDINGS   | 03/23/2023 | 4.00<br><br>4.00                 | 4.00     | Open   | Y<br>03/08/2023        |

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| 02.27.23<br>25804     | HERSA MCCORMICK<br>OVERPAYMENT ON FOUNDATION ORDER<br>101-567.000-962.000 MISCELLANEOUS   | 02/27/2023<br>CBAHAM   | 03/27/2023 | 20.40<br>20.40   | 20.40    | Open   | Y<br>03/08/2023       |
| 03.01.2023<br>25805   | MAMC<br>MEMBERSHIP DUES<br>101-567.000-831.000 MEMBERSHIP AND DUES  | 03/01/2023<br>CBAHAM   | 03/15/2023 | 45.00<br>45.00   | 45.00    | Open   | Y<br>03/08/2023       |
| 3566769<br>25806      | MICHIANA RECYCLING & DISPOSAL<br>GARBAGE AND RECYCLING SERVICES - MAR CBAHAM<br>101-265.000-921.000 ACCT# 406938007<br>101-567.000-921.000 ACCT# 406938005<br>592-590.000-921.000 ACCT# 406938003<br>101-265.000-921.000 ACCT# 406938001<br>101-441.000-921.000 ACCT# 406938000 | 03/01/2023             | 03/10/2023 | 785.16<br>133.40<br>86.39<br>86.39<br>133.40<br>345.58 | 785.16   | Open   | Y<br>03/08/2023       |
| 291966166001<br>25807 | OFFICE DEPOT<br>MISC OFFICE SUPPLIES FOR PD<br>101-301.000-728.000 OFFICE SUPPLIES  | 02/07/2023<br>CBAHAM   | 03/07/2023 | 192.46<br>192.46                                       | 192.46   | Open   | Y<br>03/08/2023       |
| 2703476<br>25808      | NALCO CROSSBOW WATER<br>DI EXPRESS & CARBON CARTRIDGE<br>592-590.000-757.000 LAB SUPPLIES   | 02/19/2023<br>CBAHAM   | 03/19/2023 | 249.34<br>249.34                                       | 249.34   | Open   | Y<br>03/08/2023       |
| 69664<br>25809        | PARRETT COMPANY<br>CONTRACT INVOICE<br>101-265.000-818.000 CONTRACTUAL  | 02/28/2023<br>CBAHAM   | 03/28/2023 | 416.74<br>416.74                                       | 416.74   | Open   | Y<br>03/08/2023       |
| 1712836<br>25810      | POLYDYNE, INC.<br>CLARIFLOC FOR WWTP<br>592-590.000-936.000 SLUDGE REMOVAL  | 02/02/2023<br>CBAHAM   | 03/02/2023 | 1,583.55<br>1,583.55                                   | 1,583.55 | Open   | Y<br>03/08/2023       |
| 15<br>25811           | RMC PROPERTIES LLC<br>GAS, ELECTRIC, WATER UTILITIES FOR<br>101-441.000-818.000 CONTRACTUAL   | 02/27/2023<br>CBAHAM   | 03/13/2023 | 7,791.97<br>7,791.97                                   | 7,791.97 | Open   | Y<br>03/08/2023       |

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| 150578904<br>25812  | ROSE PEST SOLUTIONS<br>PEST CONTROL FOR PD<br>101-301.000-818.000                  | 02/20/2023<br>CBAHAM<br>CONTRACTUAL             | 03/15/2023 | 73.00<br>73.00       | 73.00    | Open   | Y<br>03/08/2023       |
| 150578631<br>25813  | ROSE PEST SOLUTIONS<br>PEST CONTROL CITY CENTER<br>101-265.000-818.000             | 02/15/2023<br>CBAHAM<br>CONTRACTUAL             | 03/15/2023 | 50.00<br>50.00       | 50.00    | Open   | Y<br>03/08/2023       |
| 694324<br>25814     | RIDGE NAPA AUTO PARTS<br>OIL FILTERS - CEMETERY<br>101-567.000-933.000             | 03/06/2023<br>CBAHAM<br>MAINTENANCE - EQUIPMENT | 03/20/2023 | 87.57<br>87.57       | 87.57    | Open   | Y<br>03/08/2023       |
| 694319<br>25815     | RIDGE NAPA AUTO PARTS<br>OIL FILTERS AND OIL<br>101-567.000-933.000                | 03/06/2023<br>CBAHAM<br>MAINTENANCE - EQUIPMENT | 03/20/2023 | 150.11<br>150.11     | 150.11   | Open   | Y<br>03/08/2023       |
| 692429<br>25816     | RIDGE NAPA AUTO PARTS<br>OIL CHANGE FOR 2005 & 2017 FORDS &<br>592-590.000-939.000 | 02/16/2023<br>CBAHAM<br>MAINTENANCE - VEHICLE   | 03/16/2023 | 183.16<br>183.16     | 183.16   | Open   | Y<br>03/08/2023       |
| 28374<br>25817      | SCHUELL FENCE COMPANY<br>306 COMMERCIAL CHAIN LINK FENCE<br>101-301.000-931.000    | 02/25/2023<br>CBAHAM<br>MAINTENANCE-BUILDINGS   | 03/27/2023 | 2,700.14<br>2,700.14 | 2,700.14 | Open   | Y<br>03/08/2023       |
| 881<br>25818        | SOUTHWEST MICHIGAN PLANNING<br>LOCAL MATCH NATS<br>588-000.000-958.000             | 02/07/2023<br>CBAHAM<br>EXPENDITURES            | 03/07/2023 | 2,184.00<br>2,184.00 | 2,184.00 | Open   | Y<br>03/08/2023       |
| 9942982<br>25819    | SOUTHWESTERN SUPPLY<br>TIGER GREEN SUCTION HOSE - WWTP<br>592-590.000-962.000      | 02/20/2023<br>CBAHAM<br>MISCELLANEOUS           | 03/20/2023 | 268.45<br>268.45     | 268.45   | Open   | Y<br>03/08/2023       |
| 9942968<br>25820    | SOUTHWESTERN SUPPLY<br>T-BOLT CLAMP & CAMLOC<br>592-590.000-962.000                | 02/17/2023<br>CBAHAM<br>MISCELLANEOUS           | 03/17/2023 | 84.30<br>84.30       | 84.30    | Open   | Y<br>03/08/2023       |

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| 761-11069372<br>25821 | STATE OF MICHIGAN<br>STORM WATER ANNUAL PERMIT FEE<br>592-590.000-957.002 ANNUAL PERMIT FEE       | 02/01/2023<br>CBAHAM   | 03/15/2023 | 260.00<br>260.00 | 260.00  | Open   | Y<br>03/08/2023       |
| 0159193-IN<br>25822   | S.E BERRIEN COUNTY LANDFILL<br>SLUDGE DISPOSAL<br>592-590.000-936.000 SLUDGE REMOVAL              | 02/23/2023<br>CBAHAM   | 03/23/2023 | 316.20<br>316.20 | 316.20  | Open   | Y<br>03/08/2023       |
| 0158854-IN<br>25823   | S.E BERRIEN COUNTY LANDFILL<br>SLUDGE DISPOSAL<br>592-590.000-936.000 SLUDGE REMOVAL              | 01/26/2023<br>CBAHAM   | 02/26/2023 | 316.20<br>316.20 | 316.20  | Open   | Y<br>03/08/2023       |
| 0159273-IN<br>25824   | S.E BERRIEN COUNTY LANDFILL<br>SLUDGE DISPOSAL<br>592-590.000-936.000 SLUDGE REMOVAL              | 03/02/2023<br>CBAHAM   | 04/02/2023 | 316.20<br>316.20 | 316.20  | Open   | Y<br>03/08/2023       |
| 0159106-IN<br>25825   | S.E BERRIEN COUNTY LANDFILL<br>SLUDGE DISPOSAL<br>592-590.000-936.000 SLUDGE REMOVAL              | 02/16/2023<br>CBAHAM   | 03/16/2023 | 316.20<br>316.20 | 316.20  | Open   | Y<br>03/08/2023       |
| 32883<br>25826        | TWIN CITY AWARDS & TROPHIES<br>KEY TO THE CITY PLAQUE<br>101-101.000-962.000 MISCELLANEOUS        | 02/22/2023<br>CBAHAM   | 03/22/2023 | 45.00<br>45.00   | 45.00   | Open   | Y<br>03/08/2023       |
| 9927360912<br>25827   | VERIZON WIRELESS<br>01.11.23-02.10.23 AIR CARDS<br>101-301.000-818.000 CONTRACTUAL                | 02/10/2023<br>CBAHAM   | 03/10/2023 | 120.03<br>120.03 | 120.03  | Open   | Y<br>03/08/2023       |
| 281402<br>25828       | USA BLUE BOOK<br>TNT + AMMONIA TESTS<br>592-590.000-757.000 LAB SUPPLIES                          | 02/27/2023<br>CBAHAM   | 03/27/2023 | 190.48<br>190.48 | 190.48  | Open   | Y<br>03/08/2023       |
| 14727<br>25829        | WELDY SALES AND SERVICE<br>12 IN CHAIN FOR CEMETERY<br>101-567.000-756.000 MISCELLANEOUS SUPPLIES | 02/21/2023<br>CBAHAM   | 03/21/2023 | 37.42<br>37.42   | 37.42   | Open   | Y<br>03/08/2023       |

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| 14885<br>25830             | WELDY SALES AND SERVICE<br>AIR FILTER<br>101-567.000-933.000   | 03/03/2023<br>CBAHAM<br>MAINTENANCE - EQUIPMENT   | 04/03/2023 | 13.98<br>13.98   | 13.98    | Open   | Y<br>03/08/2023       |
| 14835<br>25831             | WELDY SALES AND SERVICE<br>MISC CHAINS AND OIL FOR CEMETERY<br>101-567.000-933.000   | 02/28/2023<br>CBAHAM<br>MAINTENANCE - EQUIPMENT   | 03/28/2023 | 216.61<br>216.61   | 216.61   | Open   | Y<br>03/08/2023       |
| 02.16.23-03.15.23<br>25832 | COMCAST BUSINESS<br>WASTEWATER -8771.40.226.0280175<br>592-590.000-853.000   | 02/12/2023<br>CBAHAM<br>TELEPHONE, INTERNET, CABLE  | 03/05/2023 | 247.08<br>247.08   | 247.08   | Open   | Y<br>03/08/2023       |
| 02.22.23-03.21.23<br>25833 | COMCAST BUSINESS<br>WATER DEPT - 8771.40.225.0114210<br>592-591.000-853.000  | 02/15/2023<br>CBAHAM<br>TELEPHONE, INTERNET, CABLE  | 03/08/2023 | 111.90<br>111.90   | 111.90   | Open   | Y<br>03/08/2023       |
| 02.25.23-03.24.23<br>25834 | COMCAST BUSINESS<br>CITY CENTER - 8771.40.225.0164173<br>101-265.000-853.000   | 02/21/2023<br>CBAHAM<br>TELEPHONE, INTERNET, CABLE  | 03/14/2023 | 253.90<br>253.90   | 253.90   | Open   | Y<br>03/08/2023       |
| FEBRUARY 2023<br>25835     | AALFS PETROLEUM INC.<br>FUEL CHARGES<br>101-301.000-751.000<br>101-441.000-751.000<br>592-591.000-751.000<br>592-590.000-751.000<br>101-567.000-751.000  | 03/01/2023<br>CBAHAM<br>GAS AND OIL<br>GAS AND OIL<br>GAS AND OIL<br>GAS AND OIL<br>GAS AND OIL   | 03/15/2023 | 1,921.33<br>1,022.07<br>279.22<br>64.34<br>107.55<br>448.15                    | 1,921.33 | Open   | Y<br>03/08/2023       |
| FEBRUARY 2023<br>25836     | REDBUD HARDWARE<br>MONTHLY PURCHASES<br>101-441.000-933.000<br>101-441.000-756.000<br>101-567.000-931.000<br>401-000.000-970.031<br>592-590.000-931.000<br>592-590.000-934.000<br>592-591.000-729.002<br>592-591.000-931.000 | 02/28/2023<br>CBAHAM<br>MAINTENANCE - EQUIPMENT<br>MISCELLANEOUS SUPPLIES<br>MAINTENANCE-BUILDINGS<br>TRAIL GRANT EXPENDITURES<br>MAINTENANCE-BUILDINGS<br>MAINT. - OFFICE EQUIPMENT<br>METERS - HYDRANTS - FITTINGS<br>MAINTENANCE-BUILDINGS | 03/15/2023 | 377.31<br>3.78<br>126.35<br>21.48<br>58.57<br>23.48<br>12.99<br>66.69<br>32.99 | 377.31   | Open   | Y<br>03/08/2023       |

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| Inv Num<br>Inv Ref#        | Vendor<br>Description<br>GL Distribution   | Inv Date<br>Entered By  | Due Date   | Inv Amt   | Amt Due  | Status | Jrnalized<br>Post Date |
|----------------------------|--|---|------------|---|----------|--------|------------------------|
|                            | 592-591.000-728.000  | OFFICE SUPPLIES   |            | 30.98   |          |        |                        |
| 1<br>25837                 | WALSH MUNICIPAL SERVICES LLC<br>INITIAL RECRUITMENT PAYMENT - CITY<br>101-172.000-718.000  | 03/07/2023<br>CBAHAM<br>RECRUITMENT/RELOCATION  | 03/15/2023 | 7,000.00<br>7,000.00  | 7,000.00 | Open   | Y<br>03/08/2023        |
| MARCH 2023                 |  |   |            |   |          |        |                        |
| 25838                      | INDIANA MICHIGAN POWER COMPANY<br>POWER USAGE<br>101-441.000-921.000<br>101-336.000-921.000<br>101-753.000-921.000<br>101-268.000-921.000<br>592-591.000-921.000<br>592-590.000-921.000<br>101-755.000-921.000   | 03/01/2023<br>CBAHAM<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES<br>UTILITIES   | 03/15/2023 | 4,767.95<br>124.60<br>11.24<br>80.23<br>341.16<br>3,542.75<br>656.60<br>11.37   | 4,767.95 | Open   | Y<br>03/08/2023        |
| 01.27.23-02.24.23<br>25839 | INDIANA MICHIGAN POWER COMPANY<br>POLICE DEPARTMENT - 044.202.806.1.4<br>101-301.000-921.000   | 02/27/2023<br>CBAHAM<br>UTILITIES   | 03/22/2023 | 1,870.67<br>1,870.67  | 1,870.67 | Open   | Y<br>03/08/2023        |
| 0648 - 02/28/23<br>25840   | HONOR CREDIT UNION<br>CITY CARD CHARGES<br>101-336.000-756.000<br>101-253.000-730.000  | 02/28/2023<br>CBAHAM<br>MISCELLANEOUS SUPPLIES<br>POSTAGE   | 03/28/2023 | 828.15<br>69.95<br>758.20   | 828.15   | Open   | Y<br>03/08/2023        |
| 0678 - 02/28/23<br>25841   | HONOR CREDIT UNION<br>CITY CHARGES<br>101-265.000-756.000<br>101-215.000-728.000<br>101-253.000-730.000<br>592-591.000-730.000<br>592-590.000-730.000<br>101-262.000-728.000<br>101-265.000-756.000<br>101-265.000-756.000<br>101-265.000-756.000<br>592-591.000-728.000<br>101-336.000-756.000<br>101-567.000-934.000 | 02/28/2023<br>CBAHAM<br>MISCELLANEOUS SUPPLIES<br>OFFICE SUPPLIES<br>POSTAGE<br>POSTAGE<br>POSTAGE<br>OFFICE SUPPLIES<br>MISCELLANEOUS SUPPLIES<br>MISCELLANEOUS SUPPLIES<br>MISCELLANEOUS SUPPLIES<br>OFFICE SUPPLIES<br>MISCELLANEOUS SUPPLIES<br>MAINT. - OFFICE EQUIPMENT | 03/28/2023 | 1,237.89<br>22.54<br>69.63<br>380.20<br>48.00<br>48.00<br>350.20<br>129.21<br>60.34<br>25.59<br>29.12<br>39.99<br>35.07 | 1,237.89 | Open   | Y<br>03/08/2023        |

| Inv Num                                  | Vendor                             | Inv Date          | Due Date   | Inv Amt    | Amt Due           | Status            | Jrnlized   |
|--|------------------------------------|-------------------|------------|------------|-------------------|-------------------|------------|
| Inv Ref#                                 | Description                        | Entered By        |            |            |                   |                   | Post Date  |
|  | GL Distribution                    |                   |            |            |                   |                   |            |
| 6070 - 02/28/23                          |                                    |                   |            |            |                   |                   |            |
| 25842*                                   | HONOR CREDIT UNION                 | 02/28/2023        | 03/28/2023 | 487.62     | 487.62            | Open              | Y          |
|  | GANUS CHARGES                      | CBAHAM            |            |            |                   |                   | 03/08/2023 |
|  | 592-591.000-962.000                | MISCELLANEOUS     |            | 10.00      |                   |                   |            |
|  | 101-253.000-818.000                | CONTRACTUAL       |            | 16.98      |                   |                   |            |
|  | 592-591.000-728.000                | OFFICE SUPPLIES   |            | 49.99      |                   |                   |            |
|  | 101-371.001-957.001                | MEDICAL MARIHUANA |            | 40.00      |                   |                   |            |
|  | 101-301.000-818.000                | CONTRACTUAL       |            | 375.99     |                   |                   |            |
|  | 101-301.000-962.000                | MISCELLANEOUS     |            | (5.34)     |                   |                   |            |
| # of Invoices:                           | 84                                 | # Due:            | 84         | Totals:    | 318,349.04        | 318,349.04        |            |
| # of Credit Memos:                       | 0                                  | # Due:            | 0          | Totals:    | 0.00              | 0.00              |            |
| Net of Invoices and Credit Memos:        |                                    |                   |            |            | <u>318,349.04</u> | <u>318,349.04</u> |            |
| * 1 Net Invoices have Credits Totalling: |                                    |                   |            |            | (5.34)            |                   |            |
| --- TOTALS BY FUND ---                   |                                    |                   |            |            |                   |                   |            |
|  | 101 - GENERAL                      |                   |            | 46,189.39  | 46,189.39         |                   |            |
|  | 401 - CAPITAL PROJECT FUND         |                   |            | 34,994.84  | 34,994.84         |                   |            |
|  | 588 - DIAL-A-RIDE                  |                   |            | 2,184.00   | 2,184.00          |                   |            |
|  | 592 - WATER AND SEWER FUND         |                   |            | 233,517.21 | 233,517.21        |                   |            |
|  | 701 - TRUST AND AGENCY             |                   |            | 1,463.60   | 1,463.60          |                   |            |
| --- TOTALS BY DEPT/ACTIVITY ---          |                                    |                   |            |            |                   |                   |            |
|  | 000.000 -                          |                   |            | 138,892.44 | 138,892.44        |                   |            |
|  | 101.000 - CITY COMMISSION          |                   |            | 4,726.00   | 4,726.00          |                   |            |
|  | 172.000 - CITY MANAGER             |                   |            | 7,000.00   | 7,000.00          |                   |            |
|  | 215.000 - CITY CLERK               |                   |            | 3,671.63   | 3,671.63          |                   |            |
|  | 253.000 - TREASURER                |                   |            | 1,155.38   | 1,155.38          |                   |            |
|  | 262.000 - ELECTIONS                |                   |            | 350.20     | 350.20            |                   |            |
|  | 265.000 - BUILDING AND GROUNDS     |                   |            | 6,826.71   | 6,826.71          |                   |            |
|  | 268.000 - RENTAL PROPERTY          |                   |            | 341.16     | 341.16            |                   |            |
|  | 301.000 - POLICE                   |                   |            | 7,768.85   | 7,768.85          |                   |            |
|  | 336.000 - FIRE DEPARTMENT          |                   |            | 285.80     | 285.80            |                   |            |
|  | 371.001 - BUILDING INSPECTOR       |                   |            | 40.00      | 40.00             |                   |            |
|  | 441.000 - DEPARTMENT OF PUBLIC WOR |                   |            | 9,715.62   | 9,715.62          |                   |            |
|  | 567.000 - CEMETERY                 |                   |            | 3,832.54   | 3,832.54          |                   |            |
|  | 590.000 - SEWER MAINTENANCE & OPER |                   |            | 6,867.74   | 6,867.74          |                   |            |
|  | 591.000 - WATER MAINTENANCE & OPER |                   |            | 4,919.47   | 4,919.47          |                   |            |
|  | 753.000 - PEAR'S MILL              |                   |            | 214.13     | 214.13            |                   |            |
|  | 755.000 - BUCHANAN AREA RECREATION |                   |            | 11.37      | 11.37             |                   |            |
|  | 907.000 - 2000 BOND SERIES         |                   |            | 121,730.00 | 121,730.00        |                   |            |

| GL Number           | Inv. Line Desc     | Vendor                 | Invoice Desc.                       | Invoice           | Due Date | Amount    | check # |
|---------------------|--------------------|------------------------|-------------------------------------|-------------------|----------|-----------|---------|
| Fund 703 TAXES      |                    |                        |                                     |                   |          |           |         |
| Dept 000.000        |                    |                        |                                     |                   |          |           |         |
| 703-000.000-409.000 | COUNTY 911         | BERRIEN COUNTY TREASUR | WINTER 2022 TAX DISTRIBUTION FOR 02 | 02/01/23-02/14/23 | 03/15/23 | 41,279.69 |         |
| 703-000.000-409.000 | WINTER TAX REVENUE | BUCHANAN DISTRICT LIBR | WINTER 2022 TAX DISTRIBUTION FOR 02 | 02.01.23-02.14.23 | 03/15/23 | 41,083.09 |         |
| 703-000.000-409.001 | SET                | BERRIEN COUNTY TREASUR | SUMMER 2022 TAX DISTRIBUTION FOR 2/ | 02.01.23-02.14.23 | 03/15/23 | 5,283.00  |         |
| 703-000.000-409.001 | GENERAL            | BERRIEN RESA           | SUMMER 2022 TAX DISTRIBTUION FOR 02 | 02.01.23-02.14.23 | 03/15/23 | 1,132.98  |         |
| 703-000.000-409.001 | OPERATING          | BUCHANAN COMMUNITY SCH | SUMMER 2022 TA DISTRIBUTION FOR 02/ | 02/01/23-02/14/23 | 03/15/23 | 2,989.47  |         |
| 703-000.000-409.001 | SUMMER TAX REVENUE | LAKE MICHIGAN COLLEGE  | SUMMER 2022 TAX DISTRIBTUION FOR 02 | 02/01/23-02/14/23 | 03/15/23 | 1,099.47  |         |
|                     |                    |                        | Total For Dept 000.000              |                   |          | 92,867.70 |         |
|                     |                    |                        | Total For Fund 703 TAXES            |                   |          | 92,867.70 |         |



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DB: Buchanan

INVOICE GL DISTRIBUTION REPORT FOR CITY OF BUCHANAN  
EXP CHECK RUN DATES 03/14/2023 - 03/14/2023  
JOURNALIZED  
OPEN

| GL Number | Inv. Line Desc | Vendor | Invoice Desc.        | Invoice | Due Date | Amount           | check # |
|-----------|----------------|--------|----------------------|---------|----------|------------------|---------|
|           |                |        | Fund Totals:         |         |          |                  |         |
|           |                |        | Fund 703 TAXES       |         |          | 92,867.70        |         |
|           |                |        | Total For All Funds: |         |          | <u>92,867.70</u> |         |

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN  
 EXP CHECK RUN DATES 03/14/2023 - 03/14/2023  
 JOURNALIZED  
 OPEN

| Inv Num                           | Vendor                                 | Inv Date   | Due Date   | Inv Amt   | Amt Due   | Status    | Jrnalized  |
|-----------------------------------|--|------------|------------|-----------|-----------|-----------|------------|
| Inv Ref#                          | Description                            | Entered By |            |           |           |           | Post Date  |
|                                   | GL Distribution                        |            |            |           |           |           |            |
| 02.01.23-02.14.23                 |  |            |            |           |           |           |            |
| 25779                             | BERRIEN COUNTY TREASURER               | 02/14/2023 | 03/15/2023 | 5,283.00  | 5,283.00  | Open      | Y          |
|                                   | SUMMER 2022 TAX DISTRIBUTION FOR       | CBAHAM     |            |           |           |           | 03/08/2023 |
|                                   | 703-000.000-409.001 SET                |            |            | 2,931.00  |           |           |            |
|                                   | 703-000.000-409.001 SUMMER TAX REVENUE |            |            | 2,352.00  |           |           |            |
| 02/01/23-02/14/23                 |  |            |            |           |           |           |            |
| 25780                             | BUCHANAN COMMUNITY SCHOOLS             | 02/14/2023 | 03/15/2023 | 2,989.47  | 2,989.47  | Open      | Y          |
|                                   | SUMMER 2022 TA DISTRIBUTION FOR        | CBAHAM     |            |           |           |           | 03/08/2023 |
|                                   | 703-000.000-409.001 OPERATING          |            |            | 935.63    |           |           |            |
|                                   | 703-000.000-409.001 2013 DEBT          |            |            | 1,674.90  |           |           |            |
|                                   | 703-000.000-409.001 2014 BLDG SITE     |            |            | 378.94    |           |           |            |
| 02.01.23-02.14.23                 |  |            |            |           |           |           |            |
| 25781                             | BERRIEN RESA                           | 02/14/2023 | 03/15/2023 | 1,132.98  | 1,132.98  | Open      | Y          |
|                                   | SUMMER 2022 TAX DISTRIBTUION FOR       | CBAHAM     |            |           |           |           | 03/08/2023 |
|                                   | 703-000.000-409.001 GENERAL            |            |            | 83.33     |           |           |            |
|                                   | 703-000.000-409.001 SPEC               |            |            | 1,049.65  |           |           |            |
| 02/01/23-02/14/23                 |  |            |            |           |           |           |            |
| 25782                             | LAKE MICHIGAN COLLEGE                  | 02/14/2023 | 03/15/2023 | 1,099.47  | 1,099.47  | Open      | Y          |
|                                   | SUMMER 2022 TAX DISTRIBTUION FOR       | CBAHAM     |            |           |           |           | 03/08/2023 |
|                                   | 703-000.000-409.001 SUMMER TAX REVENUE |            |            | 1,099.47  |           |           |            |
| 02/01/23-02/14/23-2               |  |            |            |           |           |           |            |
| 25783                             | BERRIEN COUNTY TREASURER               | 02/14/2023 | 03/15/2023 | 41,279.69 | 41,279.69 | Open      | Y          |
|                                   | WINTER 2022 TAX DISTRIBUTION FOR       | CBAHAM     |            |           |           |           | 03/08/2023 |
|                                   | 703-000.000-409.000 COUNTY 911         |            |            | 15,480.55 |           |           |            |
|                                   | 703-000.000-409.000 COUNTY LAW ENF     |            |            | 12,039.70 |           |           |            |
|                                   | 703-000.000-409.000 COUNTY SR CTR      |            |            | 10,320.73 |           |           |            |
|                                   | 703-000.000-409.000 COUNTY PARKS       |            |            | 3,438.71  |           |           |            |
| 02.01.23-02.14.23                 |  |            |            |           |           |           |            |
| 25784                             | BUCHANAN DISTRICT LIBRARY              | 02/14/2023 | 03/15/2023 | 41,083.09 | 41,083.09 | Open      | Y          |
|                                   | WINTER 2022 TAX DISTRIBUTION FOR       | CBAHAM     |            |           |           |           | 03/08/2023 |
|                                   | 703-000.000-409.000 WINTER TAX REVENUE |            |            | 41,083.09 |           |           |            |
| # of Invoices:                    | 6                                      | # Due:     | 6          | Totals:   | 92,867.70 | 92,867.70 |            |
| # of Credit Memos:                | 0                                      | # Due:     | 0          | Totals:   | 0.00      | 0.00      |            |
| Net of Invoices and Credit Memos: |  |            |            |           | 92,867.70 | 92,867.70 |            |

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DB: Buchanan

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN  
EXP CHECK RUN DATES 03/14/2023 - 03/14/2023  
JOURNALIZED  
OPEN

| Inv Num  | Vendor                      | Inv Date   | Due Date | Inv Amt   | Amt Due   | Status | Jrnalized |
|----------|-----------------------------|------------|----------|-----------|-----------|--------|-----------|
| Inv Ref# | Description                 | Entered By |          |           |           |        | Post Date |
| ---      | TOTALS BY FUND ---          |            |          |           |           |        |           |
|          | 703 - TAXES                 |            |          | 92,867.70 | 92,867.70 |        |           |
| ---      | TOTALS BY DEPT/ACTIVITY --- |            |          |           |           |        |           |
|          | 000.000 -                   |            |          | 92,867.70 | 92,867.70 |        |           |

| GL Number                                   | Inv. Line Desc             | Vendor                 | Invoice Desc.                         | Invoice          | Due Date | Amount   | check # |
|---|----------------------------|------------------------|---------------------------------------|------------------|----------|----------|---------|
| Fund 101 GENERAL                            |                            |                        |                                       |                  |          |          |         |
| Dept 000.000                                |                            |                        |                                       |                  |          |          |         |
| 101-000.000-656.000                         | BUCHANAN REDBUD CITY CENTF | GLADYS SLAUGHTER       | REDBUD CITY CENTER RENTAL DEPOSIT R   | 02.25.23         | 03/15/23 | 50.00    |         |
| 101-000.000-656.000                         | BUCHANAN REDBUD CITY CENTF | JEANNE ARBANAS         | CITY CENTER RENTAL DEPOSIT REFUND     | 02.16.23         | 03/13/23 | 50.00    |         |
| 101-000.000-656.000                         | BUCHANAN REDBUD CITY CENTF | JULIA PROSHWITZ        | CITY CENTER RENTAL DEPOSIT REFUND     | 02.18.23         | 03/13/23 | 50.00    |         |
| 101-000.000-656.000                         | BUCHANAN REDBUD CITY CENTF | LOUIS SWANIGAN         | CITY CENTER RENTAL DEPOSIT REFUND     | 02.17.23         | 03/13/23 | 50.00    |         |
| 101-000.000-656.000                         | BUCHANAN REDBUD CITY CENTF | STEPHANIE RODRIGUIEZ   | CITY CENTER RENTAL DEPOSIT REFUND     | 02.19.23         | 03/13/23 | 50.00    |         |
| Total For Dept 000.000                      |                            |                        |                                       |                  |          | 250.00   |         |
| Dept 101.000 CITY COMMISSION                |                            |                        |                                       |                  |          |          |         |
| 101-101.000-885.000                         | PUBLIC RELATIONS           | BUCHANAN FLORAL CO.    | PLANTERS FOR DOWNTOWN                 | 02.28.23         | 03/10/23 | 4,681.00 |         |
| 101-101.000-962.000                         | MISCELLANEOUS              | TWIN CITY AWARDS & TRO | KEY TO THE CITY PLAQUE                | 32883            | 03/22/23 | 45.00    |         |
| Total For Dept 101.000 CITY COMMISSION      |                            |                        |                                       |                  |          | 4,726.00 |         |
| Dept 172.000 CITY MANAGER                   |                            |                        |                                       |                  |          |          |         |
| 101-172.000-718.000                         | RECRUITMENT/RELOCATION     | WALSH MUNICIPAL SERVIC | INITIAL RECRUITMENT PAYMENT - CITY 11 |                  | 03/15/23 | 7,000.00 |         |
| Total For Dept 172.000 CITY MANAGER         |                            |                        |                                       |                  |          | 7,000.00 |         |
| Dept 215.000 CITY CLERK                     |                            |                        |                                       |                  |          |          |         |
| 101-215.000-728.000                         | OFFICE SUPPLIES            | HONOR CREDIT UNION     | CITY CHARGES                          | 0678 - 02/28/23  | 03/28/23 | 69.63    |         |
| 101-215.000-818.000                         | CONTRACTUAL                | CIVIC PLUS             | MUNICODE MEETINGS                     | 255777           | 05/01/23 | 3,400.00 |         |
| 101-215.000-903.000                         |                            | BERRIEN COUNTY RECORD  | 2023 MARCH BOARD OF REVIEW            | 02.16.23         | 03/16/23 | 106.00   |         |
| 101-215.000-903.000                         |                            | BERRIEN COUNTY RECORD  | PUBLIC HEARING NOTICE - SUMMERS & R   | 03.02.23         | 03/30/23 | 96.00    |         |
| Total For Dept 215.000 CITY CLERK           |                            |                        |                                       |                  |          | 3,671.63 |         |
| Dept 253.000 TREASURER                      |                            |                        |                                       |                  |          |          |         |
| 101-253.000-730.000                         | POSTAGE                    | HONOR CREDIT UNION     | CITY CARD CHARGES                     | 0648 - 02/28/23  | 03/28/23 | 758.20   |         |
| 101-253.000-730.000                         | POSTAGE                    | HONOR CREDIT UNION     | CITY CHARGES                          | 0678 - 02/28/23  | 03/28/23 | 380.20   |         |
| 101-253.000-818.000                         | CONTRACTUAL                | HONOR CREDIT UNION     | GANUS CHARGES                         | 6070 - 02/28/23  | 03/28/23 | 16.98    |         |
| Total For Dept 253.000 TREASURER            |                            |                        |                                       |                  |          | 1,155.38 |         |
| Dept 262.000 ELECTIONS                      |                            |                        |                                       |                  |          |          |         |
| 101-262.000-728.000                         | OFFICE SUPPLIES            | HONOR CREDIT UNION     | CITY CHARGES                          | 0678 - 02/28/23  | 03/28/23 | 350.20   |         |
| Total For Dept 262.000 ELECTIONS            |                            |                        |                                       |                  |          | 350.20   |         |
| Dept 265.000 BUILDING AND GROUNDS           |                            |                        |                                       |                  |          |          |         |
| 101-265.000-756.000                         | MISCELLANEOUS SUPPLIES     | HONOR CREDIT UNION     | CITY CHARGES                          | 0678 - 02/28/23  | 03/28/23 | 237.68   |         |
| 101-265.000-818.000                         | CONTRACTUAL                | BAR WATER YOUR LOCAL C | OFFICE WATER                          | 02.28.23-2       | 03/10/23 | 35.75    |         |
| 101-265.000-818.000                         | CONTRACTUAL                | CINTAS CORPORATION     | MATS FOR CITY HALL                    | 4147853279       | 03/10/23 | 77.88    |         |
| 101-265.000-818.000                         | CONTRACTUAL                | CIVIC PLUS             | MUNICODE WEB                          | 255687           | 05/01/23 | 3,600.00 |         |
| 101-265.000-818.000                         | CONTRACTUAL                | PARRETT COMPANY        | CONTRACT INVOICE                      | 69664            | 03/28/23 | 416.74   |         |
| 101-265.000-818.000                         | CONTRACTUAL                | ROSE PEST SOLUTIONS    | PEST CONTROL CITY CENTER              | 150578631        | 03/15/23 | 50.00    |         |
| 101-265.000-853.000                         | TELEPHONE, INTERNET, CABLE | COMCAST BUSINESS       | CITY CENTER - 8771.40.225.0164173     | 02.25.23-03.24.2 | 03/14/23 | 253.90   |         |
| 101-265.000-921.000                         | ACCT# 406938001            | MICHIANA RECYCLING & D | GARBAGE AND RECYCLING SERVICES - MA   | 3566769          | 03/10/23 | 266.80   |         |
| 101-265.000-931.000                         | MAINTENANCE-BUILDINGS      | FOX FIRE SAFETY SALES  | FIRE EXTINGUISHER INSPECTION FOR CI   | 134281           | 03/04/23 | 179.00   |         |
| 101-265.000-931.000                         | MAINTENANCE-BUILDINGS      | HICKOK PLUMBING & HEAT | ROSS SANDERS - REPLACEMENT OF BOILE   | 2607             | 03/09/23 | 1,704.96 |         |
| 101-265.000-931.000                         | MAINTENANCE-BUILDINGS      | MARV'S LOCK SHOP       | 2 KEYS PEAR MILL                      | 298551           | 03/23/23 | 4.00     |         |
| Total For Dept 265.000 BUILDING AND GROUNDS |                            |                        |                                       |                  |          | 6,826.71 |         |
| Dept 268.000 RENTAL PROPERTY                |                            |                        |                                       |                  |          |          |         |
| 101-268.000-921.000                         | UTILITIES                  | INDIANA MICHIGAN POWER | POWER USAGE                           | MARCH 2023       | 03/15/23 | 341.16   |         |
| Total For Dept 268.000 RENTAL PROPERTY      |                            |                        |                                       |                  |          | 341.16   |         |
| Dept 301.000 POLICE                         |                            |                        |                                       |                  |          |          |         |
| 101-301.000-728.000                         | OFFICE SUPPLIES            | OFFICE DEPOT           | MISC OFFICE SUPPLIES FOR PD           | 291966166001     | 03/07/23 | 192.46   |         |
| 101-301.000-729.000                         | TARGET RANGE & SUPPLIES    | KIESLER'S POLICE SUPPL | AMMO FOR PD                           | IN208252         | 03/15/23 | 166.00   |         |

JOURNALIZED  
 OPEN

| GL Number   | Inv. Line Desc            | Vendor                 | Invoice Desc.                       | Invoice          | Due Date | Amount   | check # |
|---|---------------------------|------------------------|-------------------------------------|------------------|----------|----------|---------|
| Fund 101 GENERAL                                  |                           |                        |                                     |                  |          |          |         |
| Dept 301.000 POLICE                               |                           |                        |                                     |                  |          |          |         |
| 101-301.000-751.000                               | GAS AND OIL               | AALFS PETROLEUM INC.   | FUEL CHARGES                        | FEBRUARY 2023    | 03/15/23 | 1,022.07 |         |
| 101-301.000-818.000                               | CONTRACTUAL               | HONOR CREDIT UNION     | GANUS CHARGES                       | 6070 - 02/28/23  | 03/28/23 | 375.99   |         |
| 101-301.000-818.000                               | CONTRACTUAL               | ROSE PEST SOLUTIONS    | PEST CONTROL FOR PD                 | 150578904        | 03/15/23 | 73.00    |         |
| 101-301.000-818.000                               | CONTRACTUAL               | VERIZON WIRELESS       | 01.11.23-02.10.23 AIR CARDS         | 9927360912       | 03/10/23 | 120.03   |         |
| 101-301.000-851.000                               | RADIO MAINTENANCE         | AXON ENTERPRISE, INC.  | BATTERY PACK                        | 107              | 03/13/23 | 261.60   |         |
| 101-301.000-864.000                               | CONFERENCES AND WORKSHOP  | HARVEY BURNETT         | REIMBURSEMENT FOR OFFICER BRUCES HO | 02.21.23         | 03/21/23 | 650.48   |         |
| 101-301.000-921.000                               | UTILITIES                 | INDIANA MICHIGAN POWER | POLICE DEPARTMENT - 044.202.806.1.4 | 01.27.23-02.24.2 | 03/22/23 | 1,870.67 |         |
| 101-301.000-931.000                               | MAINTENANCE-BUILDINGS     | SCHUELL FENCE COMPANY  | 306 COMMERCIAL CHAIN LINK FENCE FOR | 28374            | 03/27/23 | 2,700.14 |         |
| 101-301.000-939.000                               | MAINTENANCE - VEHICLE     | GENE WESNER AUTOMOTIVE | MULTI POINT INSPECTION ON CAR 46-7, | 19782            | 03/21/23 | 96.13    |         |
| 101-301.000-939.000                               | MAINTENANCE - VEHICLE     | GENE WESNER AUTOMOTIVE | MULTI POINT INSPECTION ON CAR 46-4, | 19789            | 03/23/23 | 245.62   |         |
| 101-301.000-962.000                               | MISCELLANEOUS             | HONOR CREDIT UNION     | GANUS CHARGES                       | 6070 - 02/28/23  | 03/28/23 | (5.34)   |         |
| Total For Dept 301.000 POLICE                     |                           |                        |                                     |                  |          | 7,768.85 |         |
| Dept 336.000 FIRE DEPARTMENT                      |                           |                        |                                     |                  |          |          |         |
| 101-336.000-756.000                               | MISCELLANEOUS SUPPLIES    | HONOR CREDIT UNION     | CITY CARD CHARGES                   | 0648 - 02/28/23  | 03/28/23 | 69.95    |         |
| 101-336.000-756.000                               | MISCELLANEOUS SUPPLIES    | HONOR CREDIT UNION     | CITY CHARGES                        | 0678 - 02/28/23  | 03/28/23 | 39.99    |         |
| 101-336.000-831.000                               | MEMBERSHIP AND DUES       | MICHIGAN STATE FIREMEN | MEMORIAL FOR FIREFIGHTER DAVID HESS | 02.19.23         | 03/15/23 | 100.00   |         |
| 101-336.000-921.000                               | UTILITIES                 | INDIANA MICHIGAN POWER | POWER USAGE                         | MARCH 2023       | 03/15/23 | 11.24    |         |
| 101-336.000-939.000                               | MAINTENANCE - VEHICLE     | GENE WESNER AUTOMOTIVE | REPAIR TO ENGINE 4621 FUEL TANK FIL | 19796            | 03/24/23 | 64.62    |         |
| Total For Dept 336.000 FIRE DEPARTMENT            |                           |                        |                                     |                  |          | 285.80   |         |
| Dept 371.001 BUILDING INSPECTOR                   |                           |                        |                                     |                  |          |          |         |
| 101-371.001-957.001                               | MEDICAL MARIHUANA         | HONOR CREDIT UNION     | GANUS CHARGES                       | 6070 - 02/28/23  | 03/28/23 | 40.00    |         |
| Total For Dept 371.001 BUILDING INSPECTOR         |                           |                        |                                     |                  |          | 40.00    |         |
| Dept 441.000 DEPARTMENT OF PUBLIC WORKS           |                           |                        |                                     |                  |          |          |         |
| 101-441.000-751.000                               | GAS AND OIL               | AALFS PETROLEUM INC.   | FUEL CHARGES                        | FEBRUARY 2023    | 03/15/23 | 279.22   |         |
| 101-441.000-756.000                               | MISCELLANEOUS SUPPLIES    | REDBUD HARDWARE        | MONTHLY PURCHASES                   | FEBRUARY 2023    | 03/15/23 | 126.35   |         |
| 101-441.000-818.000                               | CONTRACTUAL               | RMC PROPERTIES LLC     | GAS, ELECTRIC, WATER UTILITIES FOR  | 15               | 03/13/23 | 7,791.97 |         |
| 101-441.000-921.000                               | UTILITIES                 | INDIANA MICHIGAN POWER | POWER USAGE                         | MARCH 2023       | 03/15/23 | 124.60   |         |
| 101-441.000-921.000                               | ACCT# 406938000           | MICHIANA RECYCLING & D | GARBAGE AND RECYCLING SERVICES - MA | 3566769          | 03/10/23 | 345.58   |         |
| 101-441.000-933.000                               | MAINTENANCE - EQUIPMENT   | FERGUSON EQUIPMENT INC | MOTOR FOR SALT TRUCK SPREADER       | 69590            | 03/13/23 | 562.99   |         |
| 101-441.000-933.000                               | MAINTENANCE - EQUIPMENT   | MACALLISTER MACHINERY  | BUMPER FOR BACKHOE                  | SB-PSO-6476500   | 02/25/23 | 57.22    |         |
| 101-441.000-933.000                               | MAINTENANCE - EQUIPMENT   | MACALLISTER MACHINERY  | GRILL FOR BACKHOE                   | SB-PSO-6476500-2 | 02/25/23 | 423.91   |         |
| 101-441.000-933.000                               | MAINTENANCE - EQUIPMENT   | REDBUD HARDWARE        | MONTHLY PURCHASES                   | FEBRUARY 2023    | 03/15/23 | 3.78     |         |
| Total For Dept 441.000 DEPARTMENT OF PUBLIC WORKS |                           |                        |                                     |                  |          | 9,715.62 |         |
| Dept 567.000 CEMETERY                             |                           |                        |                                     |                  |          |          |         |
| 101-567.000-751.000                               | GAS AND OIL               | AALFS PETROLEUM INC.   | FUEL CHARGES                        | FEBRUARY 2023    | 03/15/23 | 448.15   |         |
| 101-567.000-756.000                               | MISCELLANEOUS SUPPLIES    | BAR WATER YOUR LOCAL C | OFFICE WATER - CEMETERY             | 02.28.23         | 03/10/23 | 12.50    |         |
| 101-567.000-756.000                               | MISCELLANEOUS SUPPLIES    | WELDY SALES AND SERVIC | 12 IN CHAIN FOR CEMETERY            | 14727            | 03/21/23 | 37.42    |         |
| 101-567.000-831.000                               | MEMBERSHIP AND DUES       | MAMC                   | MEMBERSHIP DUES                     | 03.01.2023       | 03/15/23 | 45.00    |         |
| 101-567.000-921.000                               | ACCT# 406938005           | MICHIANA RECYCLING & D | GARBAGE AND RECYCLING SERVICES - MA | 3566769          | 03/10/23 | 86.39    |         |
| 101-567.000-931.000                               | MAINTENANCE-BUILDINGS     | FOX FIRE SAFETY SALES  | FIRE EXTINGUISHER INSPECTION FOR CI | 134281           | 03/04/23 | 250.00   |         |
| 101-567.000-931.000                               | MAINTENANCE-BUILDINGS     | REDBUD HARDWARE        | MONTHLY PURCHASES                   | FEBRUARY 2023    | 03/15/23 | 21.48    |         |
| 101-567.000-933.000                               | MAINTENANCE - EQUIPMENT   | ALTEC INDUSTRIES, INC. | YEARLY INSPECTION ON BOOM TRUCK     | 51166598         | 02/22/23 | 1,647.91 |         |
| 101-567.000-933.000                               | MAINTENANCE - EQUIPMENT   | HULL LIFT TRUCK        | SKID SHOE REPLACEMENT               | PSI-0328584      | 12/10/22 | 232.23   |         |
| 101-567.000-933.000                               | MAINTENANCE - EQUIPMENT   | RIDGE NAPA AUTO PARTS  | OIL FILTERS - CEMETERY              | 694324           | 03/20/23 | 87.57    |         |
| 101-567.000-933.000                               | MAINTENANCE - EQUIPMENT   | RIDGE NAPA AUTO PARTS  | OIL FILTERS AND OIL                 | 694319           | 03/20/23 | 150.11   |         |
| 101-567.000-933.000                               | MAINTENANCE - EQUIPMENT   | WELDY SALES AND SERVIC | AIR FILTER                          | 14885            | 04/03/23 | 13.98    |         |
| 101-567.000-933.000                               | MAINTENANCE - EQUIPMENT   | WELDY SALES AND SERVIC | MISC CHAINS AND OIL FOR CEMETERY    | 14835            | 03/28/23 | 216.61   |         |
| 101-567.000-934.000                               | MAINT. - OFFICE EQUIPMENT | HONOR CREDIT UNION     | CITY CHARGES                        | 0678 - 02/28/23  | 03/28/23 | 35.07    |         |
| 101-567.000-939.000                               | MAINTENANCE - VEHICLE     | BEST ONE FLEET SERVICE | SERVICE ON 2018 CEM. TRUCK          | 4430013065       | 03/10/23 | 527.72   |         |

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| GL Number   | Inv. Line Desc              | Vendor                 | Invoice Desc.                       | Invoice           | Due Date | Amount     | check # |
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| Fund 101 GENERAL                                  |                             |                        |                                     |                   |          |            |         |
| Dept 567.000 CEMETERY                             |                             |                        |                                     |                   |          |            |         |
| 101-567.000-962.000                               | MISCELLANEOUS               | HERSA MCCORMICK        | OVERPAYMENT ON FOUNDATION ORDER     | 02.27.23          | 03/27/23 | 20.40      |         |
|   |                             |                        |                                     |                   |          | 3,832.54   |         |
| Total For Dept 567.000 CEMETERY                   |                             |                        |                                     |                   |          |            |         |
| Dept 753.000 PEAR'S MILL                          |                             |                        |                                     |                   |          |            |         |
| 101-753.000-853.000                               | 269 695-5525                | AT&T                   | MONTHLY BILLING                     | 01.17.23-02.16.23 | 03/11/23 | 133.90     |         |
| 101-753.000-921.000                               | UTILITIES                   | INDIANA MICHIGAN POWER | POWER USAGE                         | MARCH 2023        | 03/15/23 | 80.23      |         |
|   |                             |                        |                                     |                   |          | 214.13     |         |
| Total For Dept 753.000 PEAR'S MILL                |                             |                        |                                     |                   |          |            |         |
| Dept 755.000 BUCHANAN AREA RECREATIONAL BOARD     |                             |                        |                                     |                   |          |            |         |
| 101-755.000-921.000                               | UTILITIES                   | INDIANA MICHIGAN POWER | POWER USAGE                         | MARCH 2023        | 03/15/23 | 11.37      |         |
|   |                             |                        |                                     |                   |          | 11.37      |         |
| Total For Dept 755.000 BUCHANAN AREA RECREATIONAL |                             |                        |                                     |                   |          |            |         |
|   |                             |                        |                                     |                   |          | 46,189.39  |         |
| Total For Fund 101 GENERAL                        |                             |                        |                                     |                   |          |            |         |
| Fund 401 CAPITAL PROJECT FUND                     |                             |                        |                                     |                   |          |            |         |
| Dept 000.000                                      |                             |                        |                                     |                   |          |            |         |
| 401-000.000-970.006                               | DEPT. OF PUBLIC WORKS EXPEN | BELL EQUIPMENT COMPANY | SWEEPER REPAIR                      | W01414            | 03/28/23 | 34,936.27  |         |
| 401-000.000-970.031                               | TRAIL GRANT EXPENDITURES    | REDBUD HARDWARE        | MONTHLY PURCHASES                   | FEBRUARY 2023     | 03/15/23 | 58.57      |         |
|   |                             |                        |                                     |                   |          | 34,994.84  |         |
| Total For Dept 000.000                            |                             |                        |                                     |                   |          |            |         |
|   |                             |                        |                                     |                   |          | 34,994.84  |         |
| Total For Fund 401 CAPITAL PROJECT FUND           |                             |                        |                                     |                   |          |            |         |
| Fund 588 DIAL-A-RIDE                              |                             |                        |                                     |                   |          |            |         |
| Dept 000.000                                      |                             |                        |                                     |                   |          |            |         |
| 588-000.000-958.000                               | EXPENDITURES                | SOUTHWEST MICHIGAN PLA | LOCAL MATCH NATS                    | 881               | 03/07/23 | 2,184.00   |         |
|   |                             |                        |                                     |                   |          | 2,184.00   |         |
| Total For Dept 000.000                            |                             |                        |                                     |                   |          |            |         |
|   |                             |                        |                                     |                   |          | 2,184.00   |         |
| Total For Fund 588 DIAL-A-RIDE                    |                             |                        |                                     |                   |          |            |         |
| Fund 592 WATER AND SEWER FUND                     |                             |                        |                                     |                   |          |            |         |
| Dept 000.000                                      |                             |                        |                                     |                   |          |            |         |
| 592-000.000-307.000                               | NOTES PAYABLE-2020 BOND IS  | CAPITAL ONE PUBLIC FUN | LOAN #101006746 - WASTWATER BOND PA | 0010288797        | 04/01/23 | 100,000.00 |         |
|   |                             |                        |                                     |                   |          | 100,000.00 |         |
| Total For Dept 000.000                            |                             |                        |                                     |                   |          |            |         |
| Dept 590.000 SEWER MAINTENANCE & OPERATION        |                             |                        |                                     |                   |          |            |         |
| 592-590.000-730.000                               | POSTAGE                     | HONOR CREDIT UNION     | CITY CHARGES                        | 0678 - 02/28/23   | 03/28/23 | 48.00      |         |
| 592-590.000-730.000                               | POSTAGE                     | KCI                    | MARCH 2023 WATER BILLS              | 320579            | 03/03/23 | 612.15     |         |
| 592-590.000-751.000                               | GAS AND OIL                 | AALFS PETROLEUM INC.   | FUEL CHARGES                        | FEBRUARY 2023     | 03/15/23 | 107.55     |         |
| 592-590.000-757.000                               | LAB SUPPLIES                | NALCO CROSSBOW WATER   | DI EXPRESS & CARBON CARTRIDGE       | 2703476           | 03/19/23 | 249.34     |         |
| 592-590.000-757.000                               | LAB SUPPLIES                | USA BLUE BOOK          | TNT + AMMONIA TESTS                 | 281402            | 03/27/23 | 190.48     |         |
| 592-590.000-853.000                               | 269 695-4028                | AT&T                   | MONTHLY BILLING                     | 01.17.23-02.16.23 | 03/11/23 | 31.86      |         |
| 592-590.000-853.000                               | TELEPHONE, INTERNET, CABLE  | COMCAST BUSINESS       | WASTEWATER -8771.40.226.0280175     | 02.16.23-03.15.23 | 03/05/23 | 247.08     |         |
| 592-590.000-921.000                               | UTILITIES                   | INDIANA MICHIGAN POWER | POWER USAGE                         | MARCH 2023        | 03/15/23 | 656.60     |         |
| 592-590.000-921.000                               | ACCT# 406938003             | MICHIANA RECYCLING & D | GARBAGE AND RECYCLING SERVICES - MA | 3566769           | 03/10/23 | 86.39      |         |
| 592-590.000-931.000                               | MAINTENANCE-BUILDINGS       | GRAINGER               | BROOM, BROOM HANDLE AND PERMANENT M | 9599973410        | 03/09/23 | 45.37      |         |
| 592-590.000-931.000                               | MAINTENANCE-BUILDINGS       | REDBUD HARDWARE        | MONTHLY PURCHASES                   | FEBRUARY 2023     | 03/15/23 | 23.48      |         |
| 592-590.000-933.000                               | MAINTENANCE - EQUIPMENT     | DUBOIS-COOPER ASSOCIAT | MISC PARTS FOR WWTP                 | 1266838           | 03/15/23 | 335.00     |         |
| 592-590.000-933.000                               | MAINTENANCE - EQUIPMENT     | DUBOIS-COOPER ASSOCIAT | WEAR PLATE                          | 1266551           | 03/15/23 | 288.00     |         |
| 592-590.000-933.000                               | MAINTENANCE - EQUIPMENT     | GRAINGER               | SLOW CLOSING VALVE                  | 9610619083        | 03/18/23 | 289.19     |         |
| 592-590.000-934.000                               | MAINT. - OFFICE EQUIPMENT   | REDBUD HARDWARE        | MONTHLY PURCHASES                   | FEBRUARY 2023     | 03/15/23 | 12.99      |         |
| 592-590.000-936.000                               | SLUDGE REMOVAL              | POLYDYNE, INC.         | CLARIFLOC FOR WWTP                  | 1712836           | 03/02/23 | 1,583.55   |         |
| 592-590.000-936.000                               | SLUDGE REMOVAL              | S.E BERRIEN COUNTY LA  | SLUDGE DISPOSAL                     | 0159193-IN        | 03/23/23 | 316.20     |         |
| 592-590.000-936.000                               | SLUDGE REMOVAL              | S.E BERRIEN COUNTY LA  | SLUDGE DISPOSAL                     | 0158854-IN        | 02/26/23 | 316.20     |         |
| 592-590.000-936.000                               | SLUDGE REMOVAL              | S.E BERRIEN COUNTY LA  | SLUDGE DISPOSAL                     | 0159273-IN        | 04/02/23 | 316.20     |         |

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| Fund 592 WATER AND SEWER FUND                     |                             |                        |                                     |                   |          |            |         |
| Dept 590.000 SEWER MAINTENANCE & OPERATION        |                             |                        |                                     |                   |          |            |         |
| 592-590.000-936.000                               | SLUDGE REMOVAL              | S.E BERRIEN COUNTY LA  | SLUDGE DISPOSAL                     | 0159106-IN        | 03/16/23 | 316.20     |         |
| 592-590.000-939.000                               | MAINTENANCE - VEHICLE       | RIDGE NAPA AUTO PARTS  | OIL CHANGE FOR 2005 & 2017 FORDS &  | 692429            | 03/16/23 | 183.16     |         |
| 592-590.000-957.002                               | ANNUAL PERMIT FEE           | STATE OF MICHIGAN      | STORM WATER ANNUAL PERMIT FEE       | 761-11069372      | 03/15/23 | 260.00     |         |
| 592-590.000-962.000                               | MISCELLANEOUS               | SOUTHWESTERN SUPPLY    | TIGER GREEN SUCTION HOSE - WWTP     | 9942982           | 03/20/23 | 268.45     |         |
| 592-590.000-962.000                               | MISCELLANEOUS               | SOUTHWESTERN SUPPLY    | T-BOLT CLAMP & CAMLOC               | 9942968           | 03/17/23 | 84.30      |         |
| Total For Dept 590.000 SEWER MAINTENANCE & OPERAT |                             |                        |                                     |                   |          | 6,867.74   |         |
| Dept 591.000 WATER MAINTENANCE & OPERATION        |                             |                        |                                     |                   |          |            |         |
| 592-591.000-728.000                               | OFFICE SUPPLIES             | HONOR CREDIT UNION     | CITY CHARGES                        | 0678 - 02/28/23   | 03/28/23 | 29.12      |         |
| 592-591.000-728.000                               | OFFICE SUPPLIES             | HONOR CREDIT UNION     | GANUS CHARGES                       | 6070 - 02/28/23   | 03/28/23 | 49.99      |         |
| 592-591.000-728.000                               | OFFICE SUPPLIES             | REDBUD HARDWARE        | MONTHLY PURCHASES                   | FEBRUARY 2023     | 03/15/23 | 30.98      |         |
| 592-591.000-729.002                               | METERS - HYDRANTS - FITTING | REDBUD HARDWARE        | MONTHLY PURCHASES                   | FEBRUARY 2023     | 03/15/23 | 66.69      |         |
| 592-591.000-730.000                               | POSTAGE                     | HONOR CREDIT UNION     | CITY CHARGES                        | 0678 - 02/28/23   | 03/28/23 | 48.00      |         |
| 592-591.000-730.000                               | POSTAGE                     | KCI                    | MARCH 2023 WATER BILLS              | 320579            | 03/03/23 | 612.16     |         |
| 592-591.000-743.000                               | CHEMICALS                   | ALEXANDER CHEMICAL COR | CHEMICALS FOR WATER TREATMENT PLANT | 64784             | 03/28/23 | 72.50      |         |
| 592-591.000-751.000                               | GAS AND OIL                 | AALFS PETROLEUM INC.   | FUEL CHARGES                        | FEBRUARY 2023     | 03/15/23 | 64.34      |         |
| 592-591.000-768.000                               | UNIFORMS                    | DYLAN THOMAS           | WORK PANT REIMBURSEMENT             | 03.04.23          | 03/15/23 | 42.74      |         |
| 592-591.000-768.000                               | UNIFORMS                    | IMPRESSIVE LETTERING   | CITY OF BUCHANAN SWEATSHIRT, T-SHIR | 000436            | 03/03/23 | 83.00      |         |
| 592-591.000-853.000                               | 269 409-8372                | AT&T                   | MONTHLY BILLING                     | 01.17.23-02.16.23 | 03/11/23 | 38.07      |         |
| 592-591.000-853.000                               | TELEPHONE, INTERNET, CABLE  | COMCAST BUSINESS       | WATER DEPT - 8771.40.225.0114210    | 02.22.23-03.21.23 | 03/08/23 | 111.90     |         |
| 592-591.000-921.000                               | UTILITIES                   | INDIANA MICHIGAN POWER | POWER USAGE                         | MARCH 2023        | 03/15/23 | 3,542.75   |         |
| 592-591.000-931.000                               | MAINTENANCE-BUILDINGS       | REDBUD HARDWARE        | MONTHLY PURCHASES                   | FEBRUARY 2023     | 03/15/23 | 32.99      |         |
| 592-591.000-933.000                               | MAINTENANCE - EQUIPMENT     | FERGUSON WATERWORKS #1 | PIPE AND PIPE FITTINGS              | 0310541           | 03/15/23 | 84.24      |         |
| 592-591.000-962.000                               | MISCELLANEOUS               | HONOR CREDIT UNION     | GANUS CHARGES                       | 6070 - 02/28/23   | 03/28/23 | 10.00      |         |
| Total For Dept 591.000 WATER MAINTENANCE & OPERAT |                             |                        |                                     |                   |          | 4,919.47   |         |
| Dept 907.000 2000 BOND SERIES                     |                             |                        |                                     |                   |          |            |         |
| 592-907.000-993.003                               | INTEREST - 2020 OXIDATION   | CAPITAL ONE PUBLIC FUN | LOAN #101006746 - WASTWATER BOND PA | 0010288797        | 04/01/23 | 121,730.00 |         |
| Total For Dept 907.000 2000 BOND SERIES           |                             |                        |                                     |                   |          | 121,730.00 |         |
| Total For Fund 592 WATER AND SEWER FUND           |                             |                        |                                     |                   |          | 233,517.21 |         |
| Fund 701 TRUST AND AGENCY                         |                             |                        |                                     |                   |          |            |         |
| Dept 000.000                                      |                             |                        |                                     |                   |          |            |         |
| 701-000.000-150.000                               | POLICE RESERVES             | KRAIG PIKE             | BASKETBALL GAME                     | 02.21.23          | 03/13/23 | 36.00      |         |
| 701-000.000-150.000                               | POLICE RESERVES             | LARRY SCHMELING        | BASKETBALL GAME                     | 02.20.23          | 03/13/23 | 36.00      |         |
| 701-000.000-150.000                               | POLICE RESERVES             | SWEET C. ROBINSON      | BASKETBALL GAME                     | 02.21.23          | 03/13/23 | 42.00      |         |
| 701-000.000-491.000                               | ELECTRICAL PERMITS          | KEN SIMPSON            | ELECTRICAL INSPECTION SERVICES FOR: | 02.28.23          | 03/15/23 | 1,349.60   |         |
| Total For Dept 000.000                            |                             |                        |                                     |                   |          | 1,463.60   |         |
| Total For Fund 701 TRUST AND AGENCY               |                             |                        |                                     |                   |          | 1,463.60   |         |

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| Fund Totals: |                |        |                               |         |          |                  |         |
|              |                |        | Fund 101 GENERAL              |         |          | 46,189.39        |         |
|              |                |        | Fund 401 CAPITAL PROJECT FUND |         |          | 34,994.84        |         |
|              |                |        | Fund 588 DIAL-A-RIDE          |         |          | 2,184.00         |         |
|              |                |        | Fund 592 WATER AND SEWER FUND |         |          | 233,517.21       |         |
|              |                |        | Fund 701 TRUST AND AGENCY     |         |          | 1,463.60         |         |
|              |                |        | Total For All Funds:          |         |          | <hr/> 318,349.04 |         |



1-2023



**BUCHANAN AREA RECREATION BOARD**  
City of Buchanan  
&  
Buchanan Charter Township  
Michigan  
ByLaws

**ARTICLE I**

**Name – Purpose – Authority**

- 1. **Name.** The name of this organization is the **BUCHANAN AREA RECREATION BOARD** of the City of Buchanan, a Municipal Corporation.
- 2. **Purpose and Authority.** The purpose and authority of the organization shall be as defined and authorized by Ordinance No. 204 of the City of Buchanan, Berrien County, Michigan.

**ARTICLE II**

**Board**

- 1. **Board of Directors.** The Board shall consist of seven (7) members, The City Commission shall appoint four (4) members; two (2) that are residents of the City of Buchanan, one (1) City of Buchanan Commissioner and one (1) member at large. The Township Board of Trustees at Buchanan Charter Township shall recommend to the City Commission to appoint (3) members; two (2) that are residents of Buchanan Charter Township and one (1) Buchanan Charter Township Board of Trustees member. The City Manager of Buchanan, or his or her designee, shall attend each Board meeting but may not hold office or have voting rights.
- 2. **Term.**
  - a) The City Commission and Township Board, upon initial appointments as listed in this section, shall appoint one (1) member for a term of two (2) years, and two (2) members for a term of three (3) years, each appointment to terminate on June 30 of the year following the full extent of time of the original appointments. At the expiration of the terms of the members as above provided, the appointing authority for the specific membership shall fill the vacancy by an appointment for a three-year term. Any member may succeed himself.
  - b) All appointments for vacancies shall be for the unexpired term. If the unexpired term is less than two (2) years in length, such appointment shall not be considered a term for purposes of the two term limit described in Article II, paragraph 2a. If the unexpired term equals or exceeds two years, such appointment shall be considered a term for purposes of the two-term limit.

3. **Resignation and Removal.**

- a) Any Board member may resign by the delivery of a written resignation to the Mayor of the City of Buchanan, Buchanan Charter Township Clerk, or the Chairperson of the Board.
- b) The Board may, by the majority vote of the board members present at any regular or special meeting, recommend to the City Commission of the City of Buchanan the removal of any Board Member for acts of omission or commission not conducive to the best interest of the Board, or if said member fails to attend regularly (two-thirds (2/3) of the regular meetings in any fiscal year). Such recommendations, together with reasons therefore, shall be transmitted in writing to the City Commission of the City of Buchanan.

**ARTICLE III**  
**Officers**

- 1. **Number.** The officers of the Board shall be Chairperson of the Board, Vice-Chairperson and Secretary.
- 2. **Election, Term of Office and Qualifications.**
  - a) The officers shall be elected by a majority of the Board annually at the first meeting in July, for a one year term.
  - b) City staff members elected to officer positions may not vote on matters brought before the Board.
  - c) Officers shall not serve more than three (3) years in succession in any given office.
- 3. **Vacancies.** In case any office of the Board becomes vacant for any reason, a majority of the Board shall elect an officer to fill such vacancy for the unexpired portion of the term.
- 4. **Chairperson of the Board.** The Chairperson of the Board shall preside at all meetings of the Board and may cast a vote in all matters brought before the Board. The Chairperson or a Representative of the Board appointed by him or her shall be the only person to represent the Board to the City Commission, press, or other public forum.
- 5. **Vice-Chairperson.** The Vice-Chairperson shall preside in the absence of the Chairperson.
- 6. **Secretary.** The Secretary shall have charge of such books, documents and papers as the Board may determine and shall attend and keep minutes of all the meetings of the members. In the absence of the Secretary, the Chairperson of the Board shall designate a member to record the minutes. Copies of all minutes shall be mailed or emailed to all members promptly after each meeting, but not less than four (4) days prior to the next regular meeting.
- 7. **Removal.** Officers may be removed for the same reasons as Board members may be removed and by a majority vote of the members present.

**ARTICLE IV**  
**Meetings**

1. **Regular Meetings.** The Board shall hold regular meetings at the City Hall in Buchanan, Michigan, or such other places as shall be designated by the Chairperson at 6:00 p.m. on the second Wednesday of each month hereafter. Alternating meetings shall take place at Buchanan City Hall, 302 North Redbud Trail, Buchanan on odd months (January, March, May, July, September and November) and Buchanan Charter Township, 15235 North Main Street, Buchanan on even months (February, April, June, August, October and December), unless otherwise requested and published.
2. **Special Meetings.** A special meeting may be called by the Chairperson of the Board, or any three (3) Board members at such times and places as indicated in the call for a special meeting. Notice and an Agenda of the Special meeting shall be given to all members at least 24 hours prior to the meeting and be given in a reasonable manner under the circumstances then existing.
3. **Quorum.** A quorum shall be a simple majority of the Board members.
4. **Voting.**
  - a) All business of this Board with the exception of bylaw amendments, purchases, sales, and any legal actions taken against another persons, or entity which must be by a 2/3 majority of the entire Board and as otherwise provided by these by-laws, shall be decided by a simple majority of the members present.
  - b) In event a member abstains, the reasons shall be stated on the record.
5. **Open to Public.** All meetings of the Board shall be open to the public with the exception of business conducted in closed session under the rules of the Open Meeting Act. To go into closed session, there must be a 2/3 majority vote by roll call vote of all members serving and must meet the statutes for utilizing closed session.
6. **Business at Meetings.** The Chairperson or Secretary with consultation of the City Manager shall prepare an agenda for each meeting, and provide said agenda to members at least 72 hours prior to the meeting with the exception of special meetings.
7. All meetings shall be conducted in accordance with Roberts Rules of Order unless these bylaws otherwise provide.

**ARTICLE V**  
**Subcommittees**

1. At times it may be deemed necessary and/or appropriate for subcommittees to fall under the responsibility of the BUCHANAN AREA RECREATION BOARD jurisdiction for direction and guidance. The City Commission of Buchanan, at their discretion, will determine what boards or committees fall under the BUCHANAN AREA RECREATION BOARD direction.
2. In such instances where a board or committee falls under the BUCHANAN AREA RECREATION BOARD there will be a representative member that attends the BUCHANAN AREA RECREATION BOARD meetings to report out on the activities of that group and to make recommendations and or requests but they do not have voting rights on items relative to the board they represent; however, in all other regards they are considered voting members of the Board.

**ARTICLE VI**  
**Amendments**

These bylaws may be altered, amended or repealed by a vote of at least 2/3 of the entire Board as constituted.

All said alterations, amendments or repeals of these bylaws shall be subject to the approval of the City Commission of the City of Buchanan.

**ARTICLE VII**  
**Approval of Updated ByLaws**

These updated bylaws were approved by the City Commission on \_\_\_\_\_. Buchanan Charter Township were presented the bylaws as approved by the City Commission during their Regular Board of Trustee meeting held \_\_\_\_\_, and voted to continue partnership with the City of Buchanan to develop, maintain and protect the recreational areas and activities working for our residents safety and best interests in the shared community.

CITY OF BUCHANAN  
 DPW BUILDING  
 PROPOSED GMP BUDGET  
 3/10/2023



|  |                                       |                    |  | Contract            | VE Savings          |                     |
|--|---------------------------------------|--------------------|--|---------------------|---------------------|---------------------|
| 001-000  | GENERAL CONDITIONS                    |                    |  | \$ 301,496          | \$ (2,484)          |                     |
| 001-100  | ELECTRIC UTILITY RELOCATION ALLOWANCE | AEP / Allowance    |  | \$ 50,000           | \$ -                |                     |
| 003-100  | CONCRETE                              | Proline            |  | \$ 606,470          | \$ (86,228)         |                     |
| 003-310  | CONCRETE SEALING                      | Lakeshore Concrete |  | \$ 27,988           | \$ -                |                     |
| 004-200  | MASONRY                               | Bracy & Jahr       |  | \$ 205,950          | \$ (5,600)          |                     |
| 005-100  | STRUCTURAL STEEL / MISC. METAL        | Fabtec             |  | \$ 161,965          | \$ (27,100)         |                     |
| 006-800  | GENERAL TRADES                        | Roggow             |  | \$ 58,000           | \$ (8,396)          |                     |
| 008-100  | DOORS, FRAME, AND HARDWARE            |                    |  | INCL IN 006-800     | \$ -                |                     |
| 008-340  | OVERHEAD DOORS                        | Overhead Door BC   |  | \$ 98,550           | \$ -                |                     |
| 008-800  | GLASS & ALUMINUM                      | Reliable Glass     |  | \$ 61,690           | \$ (11,500)         |                     |
| 009-250  | DRYWALL                               | Sentry             |  | \$ 34,850           | \$ -                |                     |
| 009-610  | FLOORING                              | Central Tile       |  | \$ 21,919           | \$ -                |                     |
| 009-910  | PAINT                                 | H&H Painting       |  | \$ 110,000          | \$ (7,600)          |                     |
| 013-120  | PRE ENGINEERED METAL BUILDING         | Miedema MBS        |  | \$ 1,019,700        | \$ (34,325)         |                     |
| 021-100  | FIRE PROTECTION                       | Shambaugh & Sons   |  | \$ 67,400           | \$ -                |                     |
| 022-100  | PLUMBING                              | RW LaPine          |  | \$ 155,258          | \$ (9,383)          |                     |
| 023-100  | MECHANICAL                            | RW LaPine          |  | \$ 450,080          | \$ (11,964)         |                     |
| 023-100  | IN FLOOR HEATING                      |                    |  | INCL IN 023-000     | \$ -                |                     |
| 026-100  | ELECTRICAL                            | Mead-White         |  | \$ 424,172          | \$ (20,906)         |                     |
| 031-100  | SITE WORK                             | Green Constuction  |  | \$ 1,075,150        | \$ (91,450)         |                     |
| 032-120  | ASPHALT PAVING                        | J Allen            |  | \$ 46,075           | \$ -                |                     |
| 032-310  | DUMPSTER FENCING                      | Straight Line      |  | \$ 4,980            | \$ (4,980)          |                     |
| <b>PROJECT SUB-TOTAL</b>                               |                                       |                    |  | <b>\$ 4,981,693</b> | <b>\$ (321,917)</b> |                     |
| <b>CM OH AND FEE INCLUDES LIABILITY INSURANCE</b>      |                                       |                    |  | 2.24%               | \$ 111,590          | \$ (7,211)          |
| <b>CONSTRUCTION CONTINGENCY</b>                        |                                       |                    |  | 5.0%                | \$ 249,085          | \$ (16,096)         |
| <b>CONSTRUCTION TOTAL</b>                              |                                       |                    |  | <b>\$ 5,342,367</b> | <b>\$ (345,223)</b> |                     |
| <b>CONSTRUCTION TOTAL + VE (PROPOSED GMP CONTRACT)</b> |                                       |                    |  | <b>\$ 4,997,144</b> |                     |                     |
| <b>FURNITURE, FIXTURES, AND EQUIPMENT</b>              |                                       |                    |  |                     | \$ 204,200          | \$ -                |
| <b>BOND COSTS</b>                                      |                                       |                    |  | 3.0%                | \$ 160,271          | \$ (10,357)         |
| <b>BARTON GROUP CONSTRUCTION FEE</b>                   |                                       |                    |  | 1.75%               | \$ 99,870           | \$ (6,223)          |
| <b>TOTAL PROJECT COSTS</b>                             |                                       |                    |  |                     | <b>\$ 5,806,708</b> | <b>\$ (361,803)</b> |
| <b>TOTAL PROJECT COSTS + VE (PROPOSED BOND AMOUNT)</b> |                                       |                    |  |                     | <b>\$ 5,444,905</b> |                     |

| PRECONSTRUCTION (NOT INCLUDED IN BOND)                                    | BUDGETED AMOUNT   | COSTS TO DATE     | BALANCE TO FINISH |
|---|-------------------|-------------------|-------------------|
| BARTON GROUP PRECONSTRUCTION FEE  | \$ 22,000         | \$ 22,000         | \$ -              |
| BERGMANN ARCHITECTURAL FEE  | \$ 109,715        | \$ 61,545         | \$ 48,170         |
| BERGMANN CHANGE ORDER (Site Coordination w/ P&N)                          | \$ 10,500         | \$ -              | \$ 10,500         |
| AVB PRECONSTRUCTION FEE<br><i>(includes 50% savings if GMP is signed)</i> | \$ 11,950         | \$ -              | \$ 11,950         |
| BUILDING DEMOLITION   | \$ 44,500         | \$ 44,500         | \$ -              |
| SITE DUE DILIGENCE  | \$ 50,000         | \$ 37,751         | \$ 12,249         |
| <b>TOTAL</b>  | <b>\$ 248,665</b> | <b>\$ 165,797</b> | <b>\$ 82,868</b>  |

CITY OF BUCHANAN  
DPW BUILDING  
PROPOSED GMP BUDGET  
3/10/2023



**CLARIFICATIONS TO GMP CONTRACT**

PER DRAWINGS TITLED 'BIDS & PERMIT', DATED JANUARY 5, 2023, AND PROVIDED BY BERGMANN,PC, AND GEOTECHNICAL REPORT PROVIDED BY DRIESEN & ASSOCIATES DATED FEBRUARY 8, 2022

EXCLUDES ANY CHANGES ASSOCIATED WITH POST BID ADDENDUM ISSUED BY BERGMANN ON FEBRUARY, 16, 2023. (RELATIVE TO SITE CHANGES DUE TO COORDINATION WITH PREIN & NEWOF CITY PROJECT)

INCLUDES \$50,000 ALLOWANCE FOR ELECTRIC UTILITY RELOCATION, NEW UG SERVICE, TRANSFORMER AND PAD; UNUSED FUNDS TO BE CREDITED BACK TO CITY OF BUCHANAN VIA CHANGE ORDER

INCLUDES 3" IMP IN LIEU OF SPECIFIED 2-1/2" TO MEET ENERGY CODE REQUIREMENT

EXCLUDES PRE-CONSTRUCTION FEES (PAID BY SEPARATE BUDGET)

EXCLUDES WATER/SANITARY COMMODITY/TAP FEES OR METER FEES (CITY OF BUCHANAN TO WAIVE FEES)

EXCLUDES ANY PERMIT FEES (CITY OF BUCHANAN TO WAIVE FEES)

EXCLUDES FURNISH AND INSTALLATION OF APPLIANCES

EXCLUDES FURNISH AND INSTALLATION OF WINDOW TREATMENTS

EXCLUDES SEATING BENCH AND LOCKERS IN THE LOCKER ROOM

EXCLUDES AIR COMPRESSOR & ACCESSORIES (INCLUDES FINAL COMPRESSED AIR PIPING CONNECTION)

EXCLUDES LANDSCAPING OR SITE RESTORATION

EXCLUDES MCCOY CREEK CULVERT RE-CONSTRUCTION

EXCLUDES UNDERDRAINS FOR ASPHALT PAVEMENT

EXCLUDES UNDERCUT SOIL BELOW ASPHALT PAVEMENT (GEOTEXTILE FABRIC TO SEPARATE NATIVE SOILS INCLUDED)

EXCLUDES EXPORT OF UNSUITABLE SOILS (STAGED BY AVB; HAULED OFF BY CITY OF BUCHANAN DPW)

EXCLUDES EXPORT OF CONTAMINATED SOILS AND CONTINGENCY FOR EXPORT OF CONTAMINATED SOILS

IF GRANT FUNDS BECOME AVAILABLE TO REMIBURSE COSTS ASSOCIATED WITH UNSUITABLE/CONTAMINATED SOIL EXPORT; A FUTURE GMP CHANGE ORDER WILL BE ISSUED TO RECONCILE SITEWORK COSTS

CITY OF BUCHANAN  
 DPW BUILDING  
 CLARK ST vs 3RD ST COMPARISON  
 3/10/2023



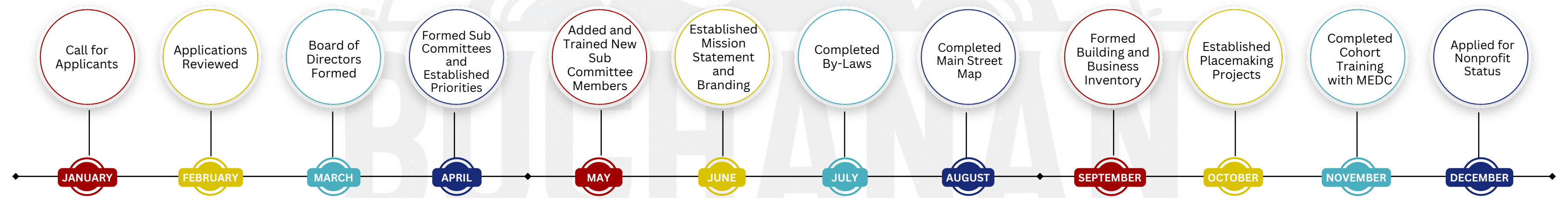
BUILD SOMETHING BETTER.

|   |                                       |                    |  | CLARK ST            | 3RD ST              | DELTA                 |
|---|---------------------------------------|--------------------|--|---------------------|---------------------|-----------------------|
| 001-000   | GENERAL CONDITIONS                    |                    |  | \$ 299,011          | \$ 299,011          | \$ -                  |
| 001-100   | ELECTRIC UTILITY RELOCATION ALLOWANCE | AEP / Allowance    |  | \$ 50,000           | \$ 5,000            | \$ (45,000)           |
| 003-100   | CONCRETE                              | Proline            |  | \$ 520,242          | \$ 222,090          | \$ (298,152)          |
| 003-310   | CONCRETE SEALING                      | Lakeshore Concrete |  | \$ 27,988           | \$ 27,988           | \$ -                  |
| 004-200   | MASONRY                               | Bracy & Jahr       |  | \$ 200,350          | \$ 200,350          | \$ -                  |
| 005-100   | STRUCTURAL STEEL / MISC. METAL        | Fabtec             |  | \$ 134,865          | \$ 134,865          | \$ -                  |
| 006-800   | GENERAL TRADES                        | Roggow             |  | \$ 49,604           | \$ 49,604           | \$ 0                  |
| 008-100   | DOORS, FRAME, AND HARDWARE            |                    |  | INCL IN 006-800     |                     |                       |
| 008-340   | OVERHEAD DOORS                        | Overhead Door BC   |  | \$ 98,550           | \$ 74,685           | \$ (23,865)           |
| 008-800   | GLASS & ALUMINUM                      | Reliable Glass     |  | \$ 50,190           | \$ 34,300           | \$ (15,890)           |
| 009-250   | DRYWALL                               | Sentry             |  | \$ 34,850           | \$ 34,850           | \$ -                  |
| 009-610   | FLOORING                              | Central Tile       |  | \$ 21,919           | \$ 21,919           | \$ -                  |
| 009-910   | PAINT                                 | H&H Painting       |  | \$ 102,400          | \$ 112,400          | \$ 10,000             |
| 013-120   | PRE ENGINEERED METAL BUILDING         | Miedema MBS        |  | \$ 985,375          | \$ 256,810          | \$ (728,565)          |
| 021-100   | FIRE PROTECTION                       | Shambaugh & Sons   |  | \$ 67,400           | \$ 67,400           | \$ -                  |
| 022-100   | PLUMBING                              | RW LaPine          |  | \$ 145,875          | \$ 145,875          | \$ -                  |
| 023-100   | MECHANICAL                            | RW LaPine          |  | \$ 438,116          | \$ 437,134          | \$ (982)              |
| 023-100   | IN FLOOR HEATING                      |                    |  | INCL IN 023-100     | NOT INCL            |                       |
| 026-100   | ELECTRICAL                            | Mead-White         |  | \$ 403,266          | \$ 413,266          | \$ 10,000             |
| 031-100   | SITE WORK                             | Green Constuction  |  | \$ 983,700          | \$ 650,000          | \$ (333,700)          |
| 032-120   | ASPHALT PAVING                        | J Allen            |  | \$ 46,075           | \$ 46,075           | \$ -                  |
| 032-310   | DUMPSTER FENCING                      | Straight Line      |  | \$ -                | \$ -                | \$ -                  |
| <b>PROJECT SUB-TOTAL</b>                                    |                                       |                    |  | <b>\$ 4,659,776</b> | <b>\$ 3,233,622</b> | <b>\$ (1,426,154)</b> |
| <b>CM OH AND FEE INCLUDES LIABILITY INSURANCE</b>           |                                       |                    |  | 2.24%               | \$ 104,379          | \$ 97,009             |
| <b>DESIGN &amp; ESTIMATE CONTINGENCY</b>                    |                                       |                    |  | 5.0%                | \$ -                | \$ 161,681            |
| <b>CONSTRUCTION CONTINGENCY</b>                             |                                       |                    |  | 5.0%                | \$ 232,989          | \$ 161,681            |
| <b>CONSTRUCTION TOTAL</b>                                   |                                       |                    |  | <b>\$ 4,997,144</b> | <b>\$ 3,653,993</b> | <b>\$ (1,343,151)</b> |
| <b>FURNITURE, FIXTURES, AND EQUIPMENT</b>                   |                                       |                    |  |                     | \$ 204,200          | \$ 204,200            |
| <b>BOND COSTS</b>   |                                       |                    |  | 3.0%                | \$ 149,914          | \$ 109,620            |
| <b>BARTON GROUP CONSTRUCTION FEE</b>                        |                                       |                    |  | 1.75%               | \$ 93,647           | \$ 89,276             |
| <b>TOTAL PROJECT COSTS</b>                                  |                                       |                    |  | <b>\$ 5,444,905</b> | <b>\$ 4,057,089</b> | <b>\$ (1,387,817)</b> |
| <b>PRECONSTRUCTION (NOT INCLUDED IN BOND)</b>               |                                       |                    |  |                     |                     |                       |
| <b>BARTON GROUP PRECONSTRUCTION FEE</b>                     |                                       |                    |  |                     | \$ 22,000           | \$ 18,000             |
| <b>BERGMANN ARCHITECTURAL FEE</b>                           |                                       |                    |  |                     | \$ 109,715          | \$ 85,000             |
| <b>BERGMANN CHANGE ORDER (Site Coordination w/ P&amp;N)</b> |                                       |                    |  |                     | \$ 10,500           |                       |
| <b>AVB PRECONSTRUCTION FEE</b>                              |                                       |                    |  |                     | \$ 11,950           | \$ 11,950             |
| <b>BUILDING DEMOLITION</b>                                  |                                       |                    |  |                     | \$ 44,500           |                       |
| <b>SITE DUE DILIGENCE</b>                                   |                                       |                    |  |                     | \$ 50,000           | \$ 30,000             |
| <b>SITE PURCHASE PRICE</b>                                  |                                       |                    |  |                     |                     | \$ 1,500,000          |
| <b>PREVIOUSLY COMMITTED 'SOFT COSTS'</b>                    |                                       |                    |  |                     |                     | \$ 248,665            |
| <b>TOTAL</b>  |                                       |                    |  | <b>\$ 248,665</b>   | <b>\$ 1,893,615</b> |                       |
| <b>GRAND TOTAL INVESTMENT</b>                               |                                       |                    |  | <b>\$ 5,693,570</b> | <b>\$ 5,950,704</b> | <b>\$ 257,133</b>     |

2022

# MILESTONES

Buchanan Development Organization

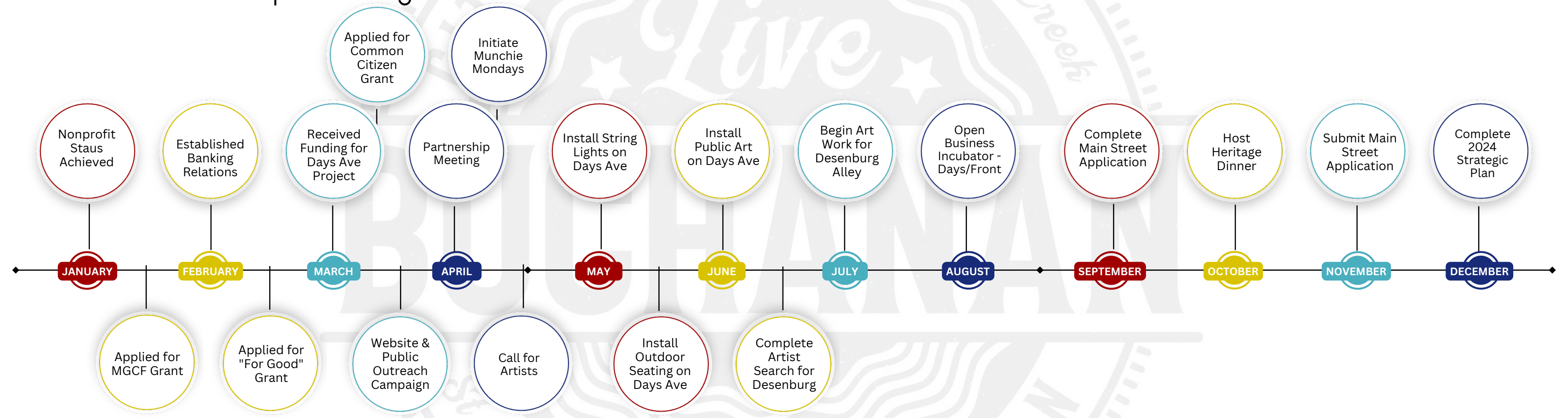




2023

# MILESTONES & GOALS

## Buchanan Development Organization



CTE Student Requested  
City of Buchanan Wastewater Treatment Plant  
February, 2023

The City of Buchanan Wastewater Treatment Plant would benefit from having a CTE student join our crew during the school year of 2023/24 and possibly during the summer of 2023 as well.

According to The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants the City of Buchanan WWTP should have 4.32 people on staff. In completing the staffing estimation exercise, I used the category for plants that receive a flow of 0.5 – 1.0 million gallons per day (MGD). The City of Buchanan WWTP is designed to accommodate 1.33 MGD, but receives about 0.9 MGD. Given that the size of the plant and the equipment that we have is designed for a flow of 1.33 MGD, not the 0.5 – 1.0 MGD that was used in this estimation, and that our actual flow is at the high end of the category 0.5 – 1.0 MGD, I believe that 4.32 staff members is a low estimate. Currently the wastewater department has two full time employees and one person on loan from the department of public works. I have attached the completed staffing estimation exercise to this document.

Three people is barely adequate for the basic running and maintaining of the plant and lift stations. If someone quits or has to go on an extended medical leave we would no longer be capable of maintaining the WWTP's equipment. Even a weeklong vacation would be major disruption to plant operations. The plant can run successfully with 3 people, and it has been before, but the people all need to be highly competent and very hard working.

The City of Buchanan WWTP is responsible for a state mandated Storm Water Pollution Prevention Program (SWPPP) for our facility. The SWPPP requires: weekly inspections, quarterly sampling of storm water, maintaining a written SWPPP, maintaining a licensed Industrial Storm Water Certified Operator on staff (currently we have only one), cleaning catch basins, cleaning swales, completely rebuilding the filter at outfall 3 every year, annual staff training, quarterly visual assessment reports, and an annual report to the state. The SWPPP is not included in the staffing estimation exercise that is attached to this document.

We are also required to execute a state mandated Industrial Pretreatment Program (IPP), which, we are not able to properly implement at this time. Ideally, we should be inspecting every factory, auto repair shop, marijuana grow facility, and restaurant annually. As of today, no restaurant's grease trap has ever been inspected. Only one minor marijuana grow facility has been inspected, and most factories have not been inspected in over 2 or even 3 years.

The City of Buchanan has a surcharge system in place that allows users who discharge wastewater that is stronger than the average residential waste stream to be billed a surcharge that covers the additional cost of treating their pollutants. Currently only the Southeast Berrien County Landfill is part of our surcharge program. It is extremely likely that all of Buchanan's marijuana growers/processors are discharging high levels of ammonia, solids, phosphorus, and CBOD, and they should be included in the surcharge program. This could generate a significant amount of revenue for the enterprise fund. At this time, our staffing situation does not allow us to pursue an expansion of our surcharge program.

The City of Buchanan WWTP has a federally certified and fully equipped laboratory on site. In the past the Buchanan WWTP provided laboratory services to smaller communities in Berrien County. Baroda and Galien have both contracted with the City of Buchanan to have their wastewater analyzed in our laboratory. Three Oaks is another local community that does not have a laboratory. Providing laboratory services to smaller communities in Berrien County would generate additional revenue for the enterprise fund. At this time our staffing situation does not allow us to implement a program for the use of our laboratory to generate additional revenue.

Adding a CTE student to the Wastewater Department would do more than just address the inadequate staffing situation. The City of Buchanan is about as small as a community can be and still have big city infrastructure and programs. At a bigger plant, like Niles, where they have significantly more employees than us, they can rely on their Superintendent, Lead Operator, and Head Maintenance person to keep things right. Those three people are all competent, responsible, trustworthy adults who are deeply invested in achieving good outcomes at the plant; everyone else can be -- to use crude terms -- an unskilled, low-wage, worker bee. At Buchanan we have 3 employees; every single one of us has to be absolutely top-notch if we are going to be successful. Few top-notch people are going to switch careers to come here for \$19.81 an hour.

We need to be recruiting people based, not on the wages they will earn today or even in the near term, but on the value that earning wastewater licenses will bring to them 4-6, or more, years down the road. Most top-notch adults are not in a position to accept \$19.81 an hour in the hope of someday being superintendent of a class B or A wastewater treatment plant; a high school kid is. The CTE program is a way that we might be able to attract and retain the sort of high-quality person that the Buchanan WWTP absolutely must have if we want to achieve state mandated requirements, adequately maintain our infrastructure, and generate additional revenue to keep costs down for our neighbors.

The City of Buchanan WWTP can be run successfully with 3 people. It has been before, but to make it work all 3 people need to be highly competent and very hard working – our current staff cannot be described in those terms. Getting new programs up and running, like adding businesses to our surcharge schedule and using our lab to provide contract lab services for other communities will require additional labor until the programs are implemented.

I would like at least one CTE student to join the Wastewater Department full time for the summer of 2023, and part time for the 2023/24 school year. The additional help would allow us to catch up on IPP inspections this summer. Even during the school year, a part time employee would free up time to allow us to begin trying to implement some of the goals mentioned above. Two CTE students would be wonderful.

Andrew Warner

## CHAPTER 7

### CHARTS: ONE-PLUS SHIFT PLANT

The charts on the following pages apply to publicly and privately owned wastewater treatment facilities where operators are present for more than one shift a day, five days a week, but less than 24 hours a day, seven days a week. These plants, for example, may have one shift a day, seven days a week, or perhaps one shift a day, five days a week, supplemented by shorter shifts on weekends. To arrive at the numbers on the charts, the daily hour estimates for a task were multiplied by 320 to determine annual hours.

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The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants

**CHART 1 (One-Plus Shift)  
BASIC AND ADVANCED OPERATIONS AND PROCESSES**

| Process                                     | Flow         |                 |             |              |               |         | Total Hours for Plant |
|---|--------------|-----------------|-------------|--------------|---------------|---------|-----------------------|
|   | 0.25-0.5 mgd | 0.5-1.0 mgd     | 1.0-5.0 mgd | 5.0-10.0 mgd | 10.0-20.0 mgd | >20 mgd |                       |
| Preliminary Treatment                       | 160          | 160             | 320         | 640          | 960           | 1280    | 160                   |
| Primary Clarification (mult. by # of units) | 160          | 160             | 160         | 320          | 320           | 320     |                       |
| Activated Sludge                            | 640          | <del>1280</del> | 1920        | 1920-2560    | 2560-3200     | 7680    | <del>1280</del>       |
| Activated Sludge w/BNR                      | 960          | 1920            | 2560        | 2880-3840    | 3840-7680     | 8960    |                       |
| Rotating Biological Contactor               | 320          | 480-960         | 960-1920    | 1920         | X             | X       |                       |
| Sequencing Batch Reactor (per tank)         | 320          | 320             | 320         | 320          | 320           | 320     |                       |
| Extended Aeration (w/o primary)             | 800          | 1600            | 2560        | X            | X             | X       |                       |
| Extended Aeration w/BNR                     | 1120         | 2240            | 3200        | X            | X             | X       |                       |
| Pure Oxygen Facility                        | X            | X               | X           | 2560-3200    | 3200          | 5760    |                       |
| Pure Oxygen Facility w/BNR                  | X            | X               | X           | 3200-4800    | 4800          | 7680    |                       |
| Trickling Filter                            | 320          | 320             | 640         | 960          | 1280          | 2560    |                       |
| Oxidation Ditch (w/o primary)               | 800          | 1600            | 2560        | X            | X             | X       | 1600                  |
| Oxidation Ditch w/BNR                       | 1120         | 2240            | 3200        | X            | X             | X       |                       |
| Aeration Lagoon                             | 480          | 480             | 480         | X            | X             | X       |                       |
| Stabilization Pond                          | 320          | 320             | 320         | X            | X             | X       |                       |
| Innovative Alternative Technologies         | 640          | 960             | X           | X            | X             | X       |                       |
| Nitrification                               | 80           | 80              | 160         | 160          | 320           | 640     | 80                    |
| Denitrification                             | 80           | 80              | 160         | 160          | 320           | 640     |                       |
| Phosphorus Removal (Biological)             | 80           | 80              | 160         | 160          | 320           | 640     |                       |

Continued on page 36

The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants

**CHART 1 (One-Plus Shift) *continued***  
**BASIC AND ADVANCED OPERATIONS AND PROCESSES**

| Process   | Flow         |             |             |              |               |         | Total Hours for Plant |
|---|--------------|-------------|-------------|--------------|---------------|---------|-----------------------|
|   | 0.25-0.5 mgd | 0.5-1.0 mgd | 1.0-5.0 mgd | 5.0-10.0 mgd | 10.0-20.0 mgd | >20 mgd |                       |
| Phosphorus Removal (Chemical/Physical)                    | 80           | 160         | 320         | 640          | 960           | 1280    | 160                   |
| Membrane Processes  | 80           | 80          | 160         | 160          | 320           | 320     |                       |
| Cloth Filtration  | 80           | 80          | 160         | 160          | 160           | 160     |                       |
| Granular Media Filters (Carbon, sand, anthracite, garnet) | 160          | 320         | 320         | 480          | 480           | 960     |                       |
| Water Reuse   | 80           | 80          | 160         | 160          | 160           | 160     |                       |
| Plant Reuse Water   | 32           | 32          | 32          | 48           | 80            | 80      |                       |
| Chlorination  | 160          | 160         | 320         | 320          | 320           | 320     |                       |
| Dechlorination  | 160          | 160         | 320         | 320          | 320           | 320     |                       |
| Ultraviolet Disinfection                                  | 160          | 160         | 320         | 320          | 320           | 320     | 160                   |
| Wet Odor Control (mult. by # of systems)                  | 160          | 160         | 320         | 320          | 320           | 320     |                       |
| Dry Odor Control (mult. by # of systems)                  | 80           | 80          | 160         | 160          | 160           | 160     |                       |
| Septage Handling  | 160          | 160         | 320         | 320          | 320           | 320     | 160                   |
|   |              |             |             |              |               |         |                       |
| <b>TOTAL</b>  |              |             |             |              |               |         | 2320                  |

- Activated Sludge process includes RAS and WAS pumping.
- Secondary Clarification has been built into basic operations processes.

The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants

**CHART 2 (One-Plus Shift)  
MAINTENANCE**

| Activity   | Flow         |             |             |              |               |         | Multiply by                        | Total Hours for Plant |
|--|--------------|-------------|-------------|--------------|---------------|---------|------------------------------------|-----------------------|
|  | 0.25-0.5 mgd | 0.5-1.0 mgd | 1.0-5.0 mgd | 5.0-10.0 mgd | 10.0-20.0 mgd | >20 mgd |                                    |                       |
| Manually Cleaned Screens                                       | 80           | 80          | 80          | 80           | 160           | 320     | # of screens <sup>1</sup>          | 80                    |
| Mechanically Cleaned Screens                                   | 80           | 80          | 80          | 320          | 960           | 1280    | # of screens <sup>1</sup>          | 80                    |
| Mechanically Cleaned Screens with grinders/washer/compactors   | 80           | 160         | 320         | 640          | 1280          | 1600    | # of screens                       |                       |
| Comminutors/Macerators   | 80           | 80          | 80          | 160          | 240           | 320     | # of units                         |                       |
| Aerated Grit Chambers  | 32           | 32          | 80          | 160          | 240           | 320     | # of chambers                      |                       |
| Vortex Grit Removal  | 32           | 32          | 80          | 160          | 240           | 320     | # of units                         | 32                    |
| Gravity Grit Removal   | 32           | 32          | 48          | 64           | 80            | 160     | # of units                         |                       |
| Additional Process Tanks                                       | 32           | 32          | 32          | 32           | 32            | 32      | # of tanks                         |                       |
| Chemical Addition (varying dependent upon degree of treatment) | 32           | 32          | 32          | 32-96        | 96-192        | 256     | # of chemicals added for processes |                       |
| Circular Clarifiers  | 80           | 80          | 160         | 160          | 240           | 320     | # of clarifiers <sup>2</sup>       | 160                   |
| Chain and Flight Clarifiers                                    | 80           | 80          | 160         | 160          | 240           | 320     | # of clarifiers                    |                       |
| Traveling Bridge Clarifiers                                    | X            | X           | X           | X            | 240           | 320     | # of clarifiers                    |                       |
| Squirrel Clarifiers  | 80           | 80          | 160         | 160          | 240           | 320     | # of clarifiers                    |                       |
| Pumps  | 100          | 100         | 250         | 500          | 750           | 1500    | X                                  | 100                   |
| Rotating Biological Contactor                                  | 48           | 48          | 80          | 80           | X             | X       | # of trains                        |                       |
| Trickling Filters  | 48           | 48          | 48          | 80           | 128           | 160     | # of TFs                           |                       |
| Sequencing Batch Reactor                                       | 48           | 48          | 48          | 80           | 128           | 160     | # of tanks                         |                       |
| Mechanical Mixers  | 32           | 32          | 32          | 32           | 48            | 64      | # of mixers                        | 32                    |
| Aeration Blowers   | 64           | 64          | 64          | 64           | 96            | 128     | # of blowers                       | 64                    |
| Membrane Bioreactor  | 32           | 32          | 32          | 64           | 96            | 128     | # of cartridges                    |                       |

Continued on page 38



The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants

**CHART 2 (One-Plus Shift) continued**  
**MAINTENANCE**

| Activity  | Flow         |               |             |              |               |         | Multiply by         | Total Hours for Plant |
|---|--------------|---------------|-------------|--------------|---------------|---------|---------------------|-----------------------|
|   | 0.25-0.5 mgd | 0.5-1.0 mgd   | 1.0-5.0 mgd | 5.0-10.0 mgd | 10.0-20.0 mgd | >20 mgd |                     |                       |
| Subsurface Disposal System                          | 32           | 32            | 32          | 32           | 96            | 128     | # of systems        |                       |
| Groundwater Discharge                               | 32           | 32            | 32          | 32           | 48            | 64      | X                   |                       |
| Aerobic Digestion                                   | 32           | 32            | 32          | 32           | 48            | 64      | # of digesters      |                       |
| Anaerobic Digestion                                 | X            | 64            | 64          | 96           | 192           | 320     | # of digesters      |                       |
| Gravity Thickening                                  | 32           | 32            | 32          | 32           | 96            | 128     | # of basins         | 32                    |
| Gravity Belt Thickening                             | 48           | 48            | 48          | 80           | 128           | 160     | # of belts          |                       |
| Belt Press  | 48           | 48            | 48          | 80           | 128           | 160     | # of presses        |                       |
| Mechanical Dewatering (Plate Frame and Centrifuges) | 48           | 48            | 48          | 80           | 128           | 160     | # of units          | 48                    |
| Dissolved Air Floatation                            | X            | 32            | 32          | 32           | 96            | 128     | # of units          |                       |
| Chlorination (gas)                                  | 32           | 32            | 32          | 64           | 96            | 128     | X                   |                       |
| Chlorination (liq.)                                 | 64           | 64            | 64          | 96           | 144           | 192     | X                   |                       |
| Dechlorination (gas)                                | 32           | 32            | 32          | 64           | 96            | 128     | X                   |                       |
| Dechlorination (liq.)                               | 64           | 64            | 64          | 96           | 144           | 192     | X                   |                       |
| Ultraviolet   | 32           | 32            | 32          | 48           | 80            | 96      | # of racks          | 32                    |
| Biofilter   | 160          | 160           | 160         | 160          | 160           | 160     | # of units          |                       |
| Activated Carbon                                    | 160          | 160           | 160         | 240          | 240           | 320     | # of units          |                       |
| Wet Scrubbers                                       | X            | X             | X           | 48           | 80            | 96      | # of units          |                       |
| Microscreens  | 32           | 32            | 32          | 48           | 80            | 96      | # of screens        |                       |
| Pure Oxygen   | X            | X             | X           | 64           | 96            | 128     | # of units          |                       |
| Final Sand Filters                                  | 64           | 64            | 64          | 64           | 96            | 192     | # of units          |                       |
| Probes/ Instrumentation/ Calibration                | 32           | <del>32</del> | 32          | 32           | 32            | 32      | # of probes in-line | <del>32</del>         |
| <b>TOTAL</b>  |              |               |             |              |               |         |                     | 660                   |

The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants

**CHART 3 (One-Plus Shift)  
LABORATORY OPERATIONS**

| Test Required by Permit                   | How often are tests run? |                    |                     | Annual Hours |
|---|--------------------------|--------------------|---------------------|--------------|
|   | Testing Time (hrs.)      | Tested Weekly X 52 | Tested Monthly X 12 |              |
| Acidity                                   | 0.75                     |                    |                     |              |
| Alkalinity, total                         | 0.75                     |                    |                     |              |
| Biochemical Oxygen Demand (BOD)           | 2.5                      | Daily              |                     |              |
| Chemical Oxygen Demand (COD)              | 2.5                      | X                  |                     |              |
| Chloride                                  | 0.5                      |                    |                     |              |
| Chlorine, Total Residual                  | 0.25                     |                    |                     |              |
| Coliform, Total, Fecal, E.Coli            | 1.0                      | Daily              |                     |              |
| Dissolved Oxygen (DO)                     | 0.25                     | Daily 2X           |                     |              |
| Hydrogen Ion (pH)                         | 0.25                     | 2X Daily           |                     |              |
| Metals                                    | 3.0                      |                    |                     |              |
| Toxicity                                  | 2.0                      |                    |                     |              |
| Ammonia                                   | 2.0                      | X                  |                     |              |
| Total Nitrogen                            | 2.0                      |                    |                     |              |
| Oil and Grease                            | 3.0                      |                    |                     |              |
| Total and Dissolved Phosphorus            | 2.0                      | 5X week Daily      |                     |              |
| Solids, Total, Dissolved, and Suspended   | 3.0                      | Daily              |                     |              |
| Specific Conductance                      | 0.25                     |                    |                     |              |
| Sulfate                                   | 1.0                      |                    |                     |              |
| Surfactants                               | 1.0                      |                    |                     |              |
| Temperature                               | 0.25                     |                    |                     |              |
| Total Organic Carbon (TOC)                | 0.25                     |                    |                     |              |
| Turbidity                                 | 0.25                     |                    |                     |              |
| Bacteriological Enterococci               | 1.0                      |                    |                     |              |
| Lab QA/QC Program                         | 1.0                      | 5X week            |                     |              |
| Process Control Testing                   | 3.0                      |                    |                     |              |
| Sampling for Contracted Lab Services      | 0.25                     |                    |                     | X            |
| Sampling for Monitoring Groundwater Wells | 0.5                      |                    |                     |              |
| <b>TOTAL</b>                              |                          |                    |                     | <b>1174</b>  |

• Sampling time is built into testing time estimates. We spend ~ 1174 hrs/year on or regular labs

The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants

**CHART 4 (One-Plus Shift)  
BIOSOLIDS/SLUDGE HANDLING**

| Process                           | Flow            |                |                |                 |                  |            |
|-----------------------------------|-----------------|----------------|----------------|-----------------|------------------|------------|
|                                   | 0.25-0.5<br>mgd | 0.5-1.0<br>mgd | 1.0-5.0<br>mgd | 5.0-10.0<br>mgd | 10.0-20.0<br>mgd | >20<br>mgd |
| Belt Press                        | 320             | 960            | 1920           | 2560            | 2560             | 2560/shift |
| Plate & Frame Press               | 320             | 480            | 960            | 2560            | 2560             | 2560       |
| Gravity Thickening                | 80              | 80             | 160            | 160             | 320              | 320        |
| Gravity Belt Thickening           | 80              | 80             | 160            | 160             | 320              | 640        |
| Rotary Press                      | 80              | 80             | 160            | 160             | 320              | 640        |
| Dissolved Air Floatation          | X               | 160            | 160            | 320             | 320              | 320        |
| Alkaline Stabilization            | 80              | 80             | 80             | 80              | 80               | 80         |
| Aerobic Digestion                 | 160             | 160            | 160            | 320             | 480              | 640        |
| Anaerobic Digestion               | 80              | 80             | 160            | 480             | 800              | 1280       |
| Centrifuges                       | 320             | 320            | 960            | 2560            | 2560             | 2560       |
| Composting                        | 320             | 640-960        | 1280           | 2560            | 2560             | 2560/shift |
| Incineration                      | X               | X              | X              | X               | 7680             | 7680       |
| Air Drying – Sand Beds            | 160             | 1/2 160        | X              | X               | X                | X          |
| Land Application                  | 80              | 160            | 160            | X               | X                | X          |
| Transported Off-Site for Disposal | 80              | 1/2 320        | 1280           | 2560            | 2560             | 2560       |
| Static Dewatering                 | 320             | 320            | X              | X               | X                | X          |
|                                   |                 |                |                |                 |                  |            |
| <b>TOTAL</b>                      |                 | 400            |                |                 |                  |            |
|                                   |                 |                |                |                 |                  |            |

The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants

**CHART 5 (One-Plus Shift)  
YARDWORK**

| Work Done                         | Size of Plant |         |       | Total Hours for Plant |
|-----------------------------------|---------------|---------|-------|-----------------------|
|                                   | Small         | Average | Large |                       |
| Janitorial/Custodial Staff        | 100           | 200     | 400   | 100                   |
| Snow Removal                      | 60            | 120     | 400   | 60                    |
| Mowing                            | 100           | 120     | 400   | 100                   |
| Vehicle Maintenance (per vehicle) | 25            | 25      | 25    | 50                    |
| Facility Painting                 | 60            | 80      | 160   | 60                    |
| Rust Removal                      | 60            | 80      | 160   | 60                    |
|                                   |               |         |       |                       |
| <b>TOTAL</b>                      |               |         |       | 430                   |
|                                   |               |         |       |                       |

The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants

**CHART 6 (One-Plus Shift)  
AUTOMATION/SCADA**

| Type of Automation  | Yes | No |
|---|-----|----|
| Automated attendant or Interactive voice recognition (IVR) equipment                  |     | X  |
| Automated Meter Reading (AMR), Touchpad meters or other automated metering technology | X   |    |
| Automatic call director (ACD)   |     | X  |
| Billing system  |     | X  |
| Computerized facilities management (FM) system  |     | X  |
| Computerized preventative maintenance   | X   |    |
| Computerized recordkeeping  | X   | X  |
| E-mail  | X   |    |
| Geographical information system (GIS)   |     | X  |
| Integrated purchasing and inventory   |     | X  |
| Internet website  |     | X  |
| Laboratory information management system (LIMS)                                       |     | X  |
| Local area network (LAN)  |     | X  |
| Supervisory control and data acquisition (SCADA)                                      | X   |    |
| Telemetry   | X   |    |
| Utility customer information system (CIS) package                                     |     | X  |
|   |     |    |

The Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants

**CHART 7 (One-Plus Shift)  
CONSIDERATIONS FOR ADDITIONAL PLANT STAFFING**

|   |                               |
|---|-------------------------------|
| <ul style="list-style-type: none"> <li>• Management responsibilities (i.e., human resources, budgeting, outreach, training, town/city meetings, scheduling, etc.) and responsibility for clerical duties (i.e., <u>billing</u>, <u>reports</u>, <u>correspondence</u>, <u>phones</u>, time sheets, mailings, etc.)</li> </ul> | <u>Yes</u>                    |
| <ul style="list-style-type: none"> <li>• Plant staff responsible for collection system operation and maintenance, <u>pump station inspections</u>, and/or combined sewer overflows</li> </ul>   | <u>Yes</u>                    |
| <ul style="list-style-type: none"> <li>• Plant operators responsible for snow plowing, road/sidewalk repair, or other municipal project</li> </ul>  | <u>No</u>                     |
| <ul style="list-style-type: none"> <li>• Plant staff involved in generating additional energy</li> </ul>  | <u>No</u>                     |
| <ul style="list-style-type: none"> <li>• Plant receives an extra high septage and/or grease load (higher than designed organic and grease loadings) or plant takes in sludge from other treatment plants</li> </ul>   | <u>Yes</u><br><u>Landfill</u> |
| <ul style="list-style-type: none"> <li>• Plant is producing a Class A Biosolid product</li> </ul>   | <u>No</u>                     |
| <ul style="list-style-type: none"> <li>• Plant operators responsible for operating generators and emergency power</li> </ul>  | <u>Yes</u>                    |
| <ul style="list-style-type: none"> <li>• Plant responsible for industrial pre-treatment program</li> </ul>  | <u>Yes</u>                    |
| <ul style="list-style-type: none"> <li>• Plant staff responsible for plant upgrades and large projects done both on-site and off-site (i.e., collection systems, manholes, etc.)</li> </ul>   | <u>?</u>                      |
| <ul style="list-style-type: none"> <li>• Plant operators responsible for machining parts on-site</li> </ul>   | <u>No</u>                     |
| <ul style="list-style-type: none"> <li>• Age of plant and equipment (over 15 years of age)</li> </ul>   | <u>No</u>                     |
|   |                               |



**THE NORTHEAST GUIDE FOR ESTIMATING STAFFING AT PUBLICLY AND PRIVATELY OWNED WASTEWATER TREATMENT PLANTS (One-Plus Shift)**

Plant Name: Buchanan WWTP  
 Design Flow: 1.33 Million Gal Actual Flow: ~0.9 million Gal

| FINAL ESTIMATES                                  |              |
|--|--------------|
| Chart #  | Annual Hours |
| 1 – Basic and Advanced Operations and Processes  | 2320         |
| 2 – Maintenance                                  | 660          |
| 3 – Laboratory Operations                        | 1174         |
| 4 – Biosolids/Sludge Handling                    | 400          |
| 5 – Yardwork                                     | 430          |
| <b>Estimated Operation and Maintenance Hours</b> | <b>4984</b>  |
| <b>Estimated Operation and Maintenance Staff</b> | <b>3.32</b>  |
| <b>Estimated Additional Staff from Chart 7</b>   | <b>1</b>     |
| <b>Total Staffing Estimate</b>                   | <b>4.32</b>  |

• Divide the total of Annual Hours by 1500 hours per year to get the Estimated Operation and Maintenance Staff needed to operate the plant. This assumes 5-day work week; 29 days of vacation, sick leave, holidays; and 6.5 hours per day of productive work.

**Note:** The estimate from Charts 1-5 will not be the final amount of staff necessary to run the facility. Please review Chart 7 for additional staffing needs.

**Chart 6** – Automation/SCADA (List all “yes” answers from Chart 6.)

**Chart 7** – Considerations for Additional Plant Staffing (List all “yes” answers from Chart 7.) Attach supporting information to justify additional staffing needs from Chart 7.

To whom it may concern,

I would find it very helpful for the Water Department if we had a CTE student to help us with our day to day duties. One of the main points of having a CTE student would be they would be part of the water department five days a week. Sometimes it hard to get extra help from other department due to there own work and needs. This student could be a great asset to getting work done for the Lead service line replacement. EGLE has a timeline of when we need to have these done and with this person we can get a good start on completing and meeting these goals.

The knowledge and skill set we as the water department could teach this student could prove beneficial to both the student and the City of Buchanan in the future. Giving them a opportunity to learn a trade and possibly a career and possibly staying here in the area.

Thank you

Craig Miller

City of Buchanan Water OIC



Item XI. C.

# BOELCKE

HEATING • AIR CONDITIONING • PLUMBING

Boelcke Heating Company  
1119 W John Beers Rd, Stevensville, Michigan  
49127  
(269) 429-9261

Estimate 51190397  
Project 51112317  
Estimate Date 3/1/2023  
Technician Don Crownover  
Customer PO

**Billing Address**

Buchanan City Fire Dept.  
105 West Front Street  
Buchanan, MI 49107 USA

**Job Address**

Buchanan City Fire Dept.  
105 West Front Street  
Buchanan, MI 49107 USA

**Estimate Details**

Heil 1 Stage, 13 SEER AC

| Task #    | Description  | Quantity |
|-----------|--|----------|
| N4A342AKN | Cool off when the temperatures rise with our durable air conditioner featuring a single-stage scroll compressor. It's designed for performance at a budget-friendly price. | 1.00     |
|           | <b>10 Year Limited Parts Warranty</b>  |          |
|           | <b>1 Year Labor Warranty</b>   |          |
|           | <b>Includes all materials, taxes, labor, permits, and new electrical supply.</b>   |          |

Heil N4A342AKN

|                  |            |
|------------------|------------|
| <b>Sub-Total</b> | \$9,880.00 |
| <b>Tax</b>       | \$0.00     |
| <b>Total</b>     | \$9,880.00 |

Thank you for choosing Boelcke Heating Company

WE PROPOSE hereby to furnish material and labor in accordance with the above specifications. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. **Please note, all electrical work is responsible by homeowner unless specified.** Our workers are fully covered by Worker's Compensation Insurance. This proposal may be withdrawn by contractor at any time prior to acceptance, and will become void if work is not performed within (30) days of effective date.

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Boelcke Heating Company  
1119 W John Beers Rd, Stevensville, Michigan  
49127  
(269) 429-9261

Estimate 51186301  
Project 51112317  
Estimate Date 3/1/2023  
Technician Don Crownover  
Customer PO

**Billing Address**  
Buchanan City Fire Dept.  
105 West Front Street  
Buchanan, MI 49107 USA

**Job Address**  
Buchanan City Fire Dept.  
105 West Front Street  
Buchanan, MI 49107 USA

**Estimate Details**

Heil 1 Stage, 80% Efficient Furnace

| Task #              | Description  | Quantity |
|---------------------|--|----------|
| N80ESN1102120A      | Get efficient performance with our value gas furnace that delivers single-stage operation and a fixed-speed blower for reliable temperature control and quiet performance. | 1.00     |
|                     | <b>20 Year Limited Heat Exchanger Warranty</b>   |          |
|                     | <b>10 Year Limited Parts Warranty</b>  |          |
|                     | <b>1 Year Labor Warranty</b>   |          |
|                     | <b>Includes all materials, taxes, labor, permits and recycling of existing equipment.</b>  |          |
| Heil N80ESN1102120A |  |          |

|                  |            |
|------------------|------------|
| <b>Sub-Total</b> | \$5,885.00 |
| <b>Tax</b>       | \$0.00     |
| <b>Total</b>     | \$5,885.00 |

Thank you for choosing Boelcke Heating Company

WE PROPOSE hereby to furnish material and labor in accordance with the above specifications. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. **Please note, all electrical work is responsible by homeowner unless specified.** Our workers are fully covered by Worker's Compensation Insurance. This proposal may be withdrawn by contractor at any time prior to acceptance, and will become void if work is not performed within (30) days of effective date.

Represented by: Brenton Evans  
 2439 S 11th St  
 Niles, MI 49120  
 Tel : 2696848778  
 brenton@michianaheating.com  
 www.michianahvac.com

Buchanan Fire Department  
 105 W Front St  
 Buchanan, MI 49107  
 Tel : 269-354-7876  
 madams@cityofbuchanan.com



## FURNACE AC/HP BUNDLE

Total Investment  
**\$21,362**

### MODELS

**Carrier Carrier 4 Ton 5 Stage HP/ 2 Stage 120K 96% Furnace (Infinity Sys.)**  
 18 SEER 5 Stage Heat Pump (25VNA8) 96% 2 Stage Furnace (59TN6)  
 10 Year Parts 10 Year Compressor

### Carrier CNPHP4821ALA

-Evaporator Coil  
 -10-year parts limited warranty  
 -Warranty period is 5 years if not registered within 90 days

### Included Deductions:

• Instant discount- like us on Facebook, Yard Sign & Write a Yelp & Google Review (\$100.00)

**Net Investment**  
**\$21,362**



## FURNACE ONLY

Total Investment  
**\$11,611**

### MODELS

#### Carrier 58TPOA135V2422

-80% AFUE  
 -Performance Series  
 -Gas Furnace  
 -Two-Stage Gas Valve  
 -Variable-Speed ECM Blower Motor  
 -10 year parts limited to original purchaser upon timely registration  
 -Otherwise 5 years (Applies to residential installation only)  
 -20 Year Heat Exchanger

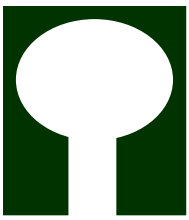
### Included Deductions:

• Instant discount- like us on Facebook, Yard Sign & Write a Yelp & Google Review (\$100.00)

**Net Investment**  
**\$11,611**

### INCLUDED SERVICES:

- PERMIT FEES
- ATTIC / HORIZONTAL INSTALLATION- aux. drain pan with float switch safety,
- Infinity WIFI Smart Control Thermostat (on Infinity Furnace)
- a 82% install kit includes New flue to chimney, toggle switch, cover and box, cork/ rubber vibration pads, transition to duct, 1/2 gas shut off.
- A/C install kit (with A/C purchase)-new 50' copper linset, 3" tall condenser Pad, 60amp non-fused disconnect, new electrical wires from disconnect to A/C.
- 2 years "Preferred Maintenance Program" on Furnace & A/C
- Condensate pump with safety switch- to pump water to the drain.
- Ecobee Smart WIFI Thermostat with Room sensor- partners with "Alexa" & "Echo Dot" and add cameras. (on "Better" & "Good" products)
- 96+% Install Kit Includes- PVC flue, 3/4 pvc drain, plenum transition, 1" cork/ rubber vibration pads, new toggle switch, box & cover along with 1/2 gas shut off
- Licensed electrical circuit



**DIXON**  
**ENGINEERING & INSPECTION SERVICES**  
**FOR THE COATING INDUSTRY**

Item XI. D.

1104 Third Ave  
Lake Odessa, MI 48849  
Telephone: (616) 374-3221  
Fax: (616) 374-7116

February 13, 2023

Mr. Craig Miller, Operator in Charge  
City of Buchanan  
302 N Redbud Trail  
Buchanan, MI 49107

Subject: Inspection Services Proposal for 250,000 Gallon Double Ellipse Elevated Tank

Dear Mr. Miller:

Enclosed is a maintenance proposal for a drained inspection of the 250,000 gallon double ellipse. For your convenience, an alternative proposal for an ROV inspection is included. Please initialize the Schedule A services on page 1 of this contract to indicate which proposal you wish to move forward with. The basis of payment for an ROV inspection is lump sum for travel, inspection, and report. With a drained inspection, the fee is estimated because the amount of cleaning required is unknown. A typical estimate for cleaning time is based on our experience with similar sized tanks.

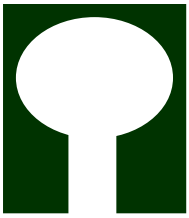
Our proposal/contract form consists of the contract provisions and Schedules A, B, and C. Schedule A includes a detailed scope of services for both the Owner and DIXON. Schedule B includes fees and terms of payment. Schedule C provides billing rates for additional services that may be provided during the inspection. The proposal/contract form becomes a Contract when the proposal is accepted and signed by the Owner, and then signed by DIXON.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288 or [eric.binkowski@dixonengineering.net](mailto:eric.binkowski@dixonengineering.net).

FOR DIXON ENGINEERING, INC.,

Eric Binkowski  
Project Manager

Enclosure



**DIXON**

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

Item XI. D.

1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone: (616) 374-3221  
Fax: (616) 374-7116

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

**250,000 Gallon Double Ellipse, (Moccasin St.), #22-11-03-01**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between City of Buchanan, Michigan (“Owner”) and Engineer (“Dixon Engineering, Inc.”).

**1.01 SIGNATURES:**

Eric Binkowski, Project Manager

February 13, 2023

PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)

Proposal Date

CONTRACT Approved by Owner

Position

Date

CO SIGNATURE (If Required)

Date

CONTRACT APPROVED by DIXON PROJECT MANAGER

Date

Address for OWNER’S receipt of Notices

Address for DIXON’S receipt of Notices

1104 Third Avenue

Lake Odessa, MI 48849

**1.02 CONTRACT/PROPOSAL:**

- A. Signatures acknowledge that this Contract consists of **12** pages.
- B. Owner’s Project, of which DIXON’s services under this Agreement are a part, is generally identified as follows: **250,000 Gallon Double Ellipse Elevated Tank** (“Project”).
- C. DIXON’s services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as **Maintenance Inspection Services (Dry) per Schedule A**  
 Initials  
OR  
**Maintenance Inspection Services (ROV) per Schedule A – ALTERNATE**  
 Initials

EJCDC® E-520, 2015 Edition of Short Form of Agreement Between Owner and DIXON for Professional Services. DIXON is required to notify all parties that under license to EJCDC DIXON has made minor modifications, and that this is therefore not an EJCDC document.

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

- A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above (“Additional Services”).
- B. DIXON shall complete its Services within a reasonable period of time.
- C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON’s Services is impaired, or DIXON’s Services are delayed or suspended, then the time for completion of DIXON’s Services, and the rates and amounts of DIXON’s compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

- A. Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.
- B. Payment: As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

3.02 BASIS OF PAYMENT:

- A. Owner shall pay DIXON for services as follows:
  1. Estimated amount of **Four Thousand, Seven Hundred Dollars (\$4,700.00)**. See Schedule B for estimated cost breakdown of services and reimbursable expenses for the various phases of work.
 OR
  1. Lump Sum amount of **Four Thousand Dollars (\$4,000.00)**. See Schedule B – ALTERNATE for cost breakdown of services.

3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON’s employees, times standard hourly rates for each applicable billing classification; plus reimbursement of expenses incurred in connection with providing the Additional Services and DIXON’s consultants’ charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

4.01 ATTACHMENTS:

1. Schedule A – Scope of Work of both the Owner and DIXON.
2. Schedule B – Cost breakdown per phase of Work and Additional Terms of Payments.
3. Schedule A (ALTERNATE) – Alternative Scope of Work of both the Owner and DIXON.
4. Schedule B (ALTERNATE) – Alternative Cost breakdown per phase of Work and Additional Terms of Payments.
5. Schedule C – DIXON Employee Billable Rates and Terms.

**SCHEDULE A**  
**Maintenance Inspection (Dry)**  
**250,000 Gallon Double Ellipse, (Moccasin St.), #22-11-03-01**  
**Buchanan, Michigan**

**A. Scope of Services Performed by Owner (Drained):**

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
4. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if needed. (Fire truck does not reduce time, unless tank is a large reservoir.)
5. The Owner is not required to provide personnel to climb the tank; however, a hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device should be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the exterior of the tank. If there is a bottom manhole into the wet interior, or a ladder from the roof manhole, the Owner's personnel may enter. If DIXON is required to rig the tank using a rope ladder and/or rigged line for descent, the Owner's personnel will not be allowed access.
6. Perform bacteriological testing after completion of the inspection. Two (2) consecutive samples are recommended at 24 hour intervals per AWWA C-652 Chlorination Method No. 3.
7. Operate the system without the tank in-service. This includes operation and monitoring of pressure relief valves, if necessary.

**B. Scope of Services Performed by DIXON (Steel – Drained):**

1. Clean interior surfaces of the tank with high pressure water. Cleaning is necessary for the inspector to be able to remove sediment. This allows DIXON the ability to see any deterioration of the steel, pitting, etc. High pressure water also enables DIXON to perform a very low-cost adhesion test on the remaining coating. DIXON would notice if the coating is wavering, etc., which would indicate very poor adhesion and anticipated failure. The amount of sediment and water removed from a torus tank depends upon the Owner's preference.
2. Inspect the tank's interior coating for remaining intactness and anticipated life. Review all interior girders and appurtenances for possible structural damage from icing or corrosion.

3. Review all interior surfaces for corrosion and/or damage and quantify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
4. Inspect the exterior coating and perform ASTM adhesion tests where coating adhesion is questionable. If it is evident that repainting is not necessary for several years, no destructive adhesion tests will be performed.
5. Review all exterior appurtenances for damage due to corrosion.
6. Review the exterior of the exposed foundations.
7. Review all safety requirements for ladders, cages, etc.
8. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
9. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include, conclusions and recommendations, base report, and digital photographs with descriptions.
10. Chlorinate the tank per AWWA Method No. 3 C-652. Reinstall manhole cover. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.



**SCHEDULE B**  
**Maintenance Inspection (Dry)**  
**250,000 Gallon Double Ellipse, (Moccasin St.), #22-11-03-01**  
**Buchanan, Michigan**

1. Payment for cleaning the interior of the tank as described in Schedule A, Item 1, Scope of Services Performed by DIXON is **\$320.00** per hour with an estimate of **2** hours (**\$640.00**). Time will not be exceeded without authorization of the Owner. This is estimated because DIXON cannot estimate the amount of sediment or time necessary for removal. The degree of cleanliness (i.e. 95% removal of the sediment, etc.) will be established between DIXON and the Owner prior to cleaning of the tank. DIXON will supply personnel based on the anticipated work and time.
2. Payment for Schedule A, Items 2 through 9, travel time, and preparation of report is a lump sum amount of **\$4,000.00**.
3. Payment for furnishing and applying the chlorine, Schedule A, Item 10 is estimated at **\$60.00**.
4. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

**SCHEDULE A – ALTERNATE**  
**Maintenance Inspection (ROV)**  
**250,000 Gallon Double Ellipse, (Moccasin St.), #22-11-03-01**  
**Buchanan, Michigan**

**A. Scope of Services Performed by Owner (ROV):**

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Perform chlorine residuals and bacteriological testing after completion of the inspection.
4. Fill the tank to the normal high water operating level and if possible, isolate it from the system while the ROV is in the tank. If it is not possible to isolate the tank, keep inlet or outlet flow rates to a minimum. This is necessary to minimize turbulence and increase the chance of clear video being recorded.

**B. Scope of Services Performed by DIXON (ROV):**

1. Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV). Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
2. Review all interior surfaces for corrosion and/or damage and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
3. Inspect the exterior coating for remaining intactness and anticipated life.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review the exterior of the exposed foundations.
6. Review all safety requirements for ladders, cages, etc.
7. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
8. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include, conclusions and recommendations, base report, digital photographs with descriptions, and an edited inspection video on flash drive.

**SCHEDULE B – ALTERNATE**  
**Maintenance Inspection (ROV)**  
**250,000 Gallon Double Ellipse, (Moccasin St.), #22-11-03-01**  
**Buchanan, Michigan**

1. Compensation for Items 1 through 8, travel time, and preparation of report as outlined in Schedule A –Scope of Services Performed by DIXON is a lump sum of **\$4,000.00**.
2. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

**SCHEDULE C**  
**Michigan**  
**Employee Billable Rates and Terms**

| <u>Labor Class</u>                                | <u>Per Hour</u>     | <u>Overtime Rate</u> |
|---|---------------------|----------------------|
| Principal.....                                    | \$400.00            |                      |
| Officer/Associate.....                            | \$200.00            |                      |
| Project Manager.....                              | \$187.00            | \$281.00             |
| Engineer.....                                     | \$193.00            | \$229.00             |
| CWI Welding RPR.....                              | \$187.00 – \$206.00 | \$281.00 – \$308.00  |
| DIXON Level 3 or NACE certified Level 3 RPR ..... | \$130.00 – \$171.00 | \$195.00 – \$256.00  |
| DIXON Level 2 or NACE Level 2 RPR .....           | \$118.00 – \$149.00 | \$176.00 – \$223.00  |
| DIXON Level 1 or NACE Level 1 RPR .....           | \$106.00 – \$129.00 | \$158.00 – \$193.00  |
| Contract Support Staff.....                       | \$135.00 – \$165.00 | \$204.00 – \$248.00  |

| <u>Expenses</u> | <u>Metropolitan</u> | <u>Out-State</u>  |
|-----------------|---------------------|-------------------|
| Mileage.....    | \$0.80/mile + tolls | \$0.70/mile       |
| Lodging.....    | \$158.00 per diem   | \$148.00 per diem |
| Meals.....      | \$62.00 per diem    | \$57.00 per diem  |

FEES EFFECTIVE THROUGH: December 31, 2023

(Revised: 9/08/2022)

EJCDC® E-520, 2015 Edition of Short Form of Agreement Between Owner and DIXON for Professional Services. DIXON is required to notify all parties that under license to EJCDC DIXON has made minor modifications, and that this is therefore not an EJCDC document.

Owner and DIXON further agree as follows:

#### 5.01 TERMINATION:

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.
    - b. By DIXON:
      - 1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.01.I.
    - c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 5.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services
- C. Effective Date of Termination: The terminating party under Paragraph 5.01.A.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

#### 6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

- A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and DIXON) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

#### 7.01 GENERAL CONSIDERATIONS:

- A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, DIXON and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.
- C. DIXON neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work without regard to DIXON's relation to that Work.
- D. DIXON's opinions (if any) of probable construction cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DIXON cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DIXON. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. DIXON shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DIXON or its consultants.
- F. All documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by DIXON of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON;
  2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants;
  3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and DIXON (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DIXON's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by DIXON, whichever is greater.
1. Limitation of Liability: DIXON and Owner agree that they shall each be responsible for their own negligence and that neither party shall, under any circumstances, be responsible for the negligent acts or omissions of the other party.
  2. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, and all other negligent entities and individuals.
- I. The parties acknowledge that DIXON's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DIXON or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DIXON may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
1. Constituents of Concern normally associated with coating projects can be hidden or occur as a result of the Work. These include metals and organic solvents. These materials are considered as Constituents of Concern only they are known or anticipated. But these constituents of concern, including lead, chrome, cadmium, mercury, and coating solvents shall not be a trigger for project termination by either DIXON or Owner.
- J. Owner and DIXON agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If Owner/DIXON negotiations are unsuccessful in resolving the dispute,

then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

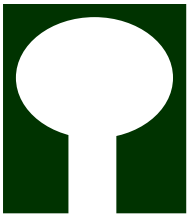
#### 8.01 TOTAL AGREEMENT:

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 9.01 DEFINITIONS:

- A. Constructor – Any person or entity (not including the DIXON, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.





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**ENGINEERING & INSPECTION SERVICES**  
**FOR THE COATING INDUSTRY**

Item XI. D.

1104 Third Ave  
Lake Odessa, MI 48849  
Telephone: (616) 374-3221  
Fax: (616) 374-7116

February 13, 2023

Mr. Craig Miller, Operator in Charge  
City of Buchanan  
302 N Redbud Trail  
Buchanan, MI 49107

Subject: Inspection Services Proposal for 500,000 Gallon Spheroid Elevated Tank

Dear Mr. Miller:

Enclosed is a maintenance proposal for a drained inspection of the 500,000 gallon spheroid. For your convenience, an alternative proposal for an ROV inspection is included. Please initialize the Schedule A services on page 1 of this contract to indicate which proposal you wish to move forward with. The basis of payment for an ROV inspection is lump sum for travel, inspection, and report. With a drained inspection, the fee is estimated because the amount of cleaning required is unknown. A typical estimate for cleaning time is based on our experience with similar sized tanks.

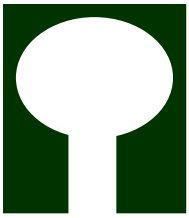
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We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (616) 292-1288 or [eric.binkowski@dixonengineering.net](mailto:eric.binkowski@dixonengineering.net).

FOR DIXON ENGINEERING, INC.,

Eric Binkowski  
Project Manager

Enclosure



**DIXON**

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BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES  
500,000 Gallon Spheroid, (Front St.), #22-11-03-02**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between City of Buchanan, Michigan (“Owner”) and Engineer (“Dixon Engineering, Inc.”).

**1.01 SIGNATURES:**

Eric Binkowski, Project Manager

February 13, 2023

PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)

Proposal Date

CONTRACT Approved by Owner

Position

Date

CO SIGNATURE (If Required)

Date

CONTRACT APPROVED by DIXON PROJECT MANAGER

Date

Address for OWNER’S receipt of Notices

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

Address for DIXON’S receipt of Notices

1104 Third Avenue  
Lake Odessa, MI 48849

**1.02 CONTRACT/PROPOSAL:**

- A. Signatures acknowledge that this Contract consists of **12** pages.
- B. Owner’s Project, of which DIXON’s services under this Agreement are a part, is generally identified as follows: **500,000 Gallon Spheroid Elevated Tank** (“Project”).
- C. DIXON’s services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as **Maintenance Inspection Services (Dry) per Schedule A**  
 Initials  
OR  
**Maintenance Inspection Services (ROV) per Schedule A – ALTERNATE**  
 Initials

EJCDC® E-520, 2015 Edition of Short Form of Agreement Between Owner and DIXON for Professional Services. DIXON is required to notify all parties that under license to EJCDC DIXON has made minor modifications, and that this is therefore not an EJCDC document.

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

- A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above (“Additional Services”).
- B. DIXON shall complete its Services within a reasonable period of time.
- C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON’s Services is impaired, or DIXON’s Services are delayed or suspended, then the time for completion of DIXON’s Services, and the rates and amounts of DIXON’s compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

- A. Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.
- B. Payment: As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

3.02 BASIS OF PAYMENT:

- A. Owner shall pay DIXON for services as follows:
  1. Estimated amount of **Four Thousand, Nine Hundred Dollars (\$4,900.00)**. See Schedule B for estimated cost breakdown of services and reimbursable expenses for the various phases of work.
- OR
1. Lump Sum amount of **Four Thousand, Four Hundred Dollars (\$4,400.00)**. See Schedule B – ALTERNATE for cost breakdown of services.

3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON’s employees, times standard hourly rates for each applicable billing classification; plus reimbursement of expenses incurred in connection with providing the Additional Services and DIXON’s consultants’ charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

4.01 ATTACHMENTS:

1. Schedule A – Scope of Work of both the Owner and DIXON.
2. Schedule B – Cost breakdown per phase of Work and Additional Terms of Payments.
3. Schedule A (ALTERNATE) – Alternative Scope of Work of both the Owner and DIXON.
4. Schedule B (ALTERNATE) – Alternative Cost breakdown per phase of Work and Additional Terms of Payments.
5. Schedule C – DIXON Employee Billable Rates and Terms.

**SCHEDULE A**  
**Maintenance Inspection (Dry)**  
**500,000 Gallon Spheroid, (Front St.), #22-11-03-02**  
**Buchanan, Michigan**

**A. Scope of Services Performed by Owner (Drained):**

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
4. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if needed. (Fire truck does not reduce time, unless tank is a large reservoir.)
5. The Owner is not required to provide personnel to climb the tank; however, a hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device should be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the exterior of the tank. If there is a bottom manhole into the wet interior, or a ladder from the roof manhole, the Owner's personnel may enter. If DIXON is required to rig the tank using a rope ladder and/or rigged line for descent, the Owner's personnel will not be allowed access.
6. Perform bacteriological testing after completion of the inspection. Two (2) consecutive samples are recommended at 24 hour intervals per AWWA C-652 Chlorination Method No. 3.
7. Operate the system without the tank in-service. This includes operation and monitoring of pressure relief valves, if necessary.

**B. Scope of Services Performed by DIXON (Steel – Drained):**

1. Clean interior surfaces of the tank with high pressure water. Cleaning is necessary for the inspector to be able to remove sediment. This allows DIXON the ability to see any deterioration of the steel, pitting, etc. High pressure water also enables DIXON to perform a very low-cost adhesion test on the remaining coating. DIXON would notice if the coating is wavering, etc., which would indicate very poor adhesion and anticipated failure. The amount of sediment and water removed from a torus tank depends upon the Owner's preference.
2. Inspect the tank's interior coating for remaining intactness and anticipated life. Review all interior girders and appurtenances for possible structural damage from icing or corrosion.

3. Review all interior surfaces for corrosion and/or damage and quantify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
4. Inspect the exterior coating and perform ASTM adhesion tests where coating adhesion is questionable. If it is evident that repainting is not necessary for several years, no destructive adhesion tests will be performed.
5. Review all exterior appurtenances for damage due to corrosion.
6. Review the exterior of the exposed foundations.
7. Review all safety requirements for ladders, cages, etc.
8. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
9. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include, conclusions and recommendations, base report, and digital photographs with descriptions.
10. Chlorinate the tank per AWWA Method No. 3 C-652. Reinstall manhole cover. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.

**SCHEDULE B**  
**Maintenance Inspection (Dry)**  
**500,000 Gallon Spheroid, (Front St.), #22-11-03-02**  
**Buchanan, Michigan**

1. Payment for cleaning the interior of the tank as described in Schedule A, Item 1, Scope of Services Performed by DIXON is **\$320.00** per hour with an estimate of **2.5** hours (**\$800.00**). Time will not be exceeded without authorization of the Owner. This is estimated because DIXON cannot estimate the amount of sediment or time necessary for removal. The degree of cleanliness (i.e. 95% removal of the sediment, etc.) will be established between DIXON and the Owner prior to cleaning of the tank. DIXON will supply personnel based on the anticipated work and time.
2. Payment for Schedule A, Items 2 through 9, travel time, and preparation of report is a lump sum amount of **\$4,000.00**.
3. Payment for furnishing and applying the chlorine, Schedule A, Item 10 is estimated at **\$100.00**.
4. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

**SCHEDULE A – ALTERNATE  
Maintenance Inspection (ROV)  
500,000 Gallon Spheroid, (Front St.), #22-11-03-02  
Buchanan, Michigan**

**A. Scope of Services Performed by Owner (ROV):**

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Perform chlorine residuals and bacteriological testing after completion of the inspection.
4. Fill the tank to the normal high water operating level and if possible, isolate it from the system while the ROV is in the tank. If it is not possible to isolate the tank, keep inlet or outlet flow rates to a minimum. This is necessary to minimize turbulence and increase the chance of clear video being recorded.

**B. Scope of Services Performed by DIXON (ROV):**

1. Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV). Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
2. Review all interior surfaces for corrosion and/or damage and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
3. Inspect the exterior coating for remaining intactness and anticipated life.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review the exterior of the exposed foundations.
6. Review all safety requirements for ladders, cages, etc.
7. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
8. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include, conclusions and recommendations, base report, digital photographs with descriptions, and an edited inspection video on flash drive.

**SCHEDULE B – ALTERNATE**  
**Maintenance Inspection (ROV)**  
**500,000 Gallon Spheroid, (Front St.), #22-11-03-02**  
**Buchanan, Michigan**

1. Compensation for Items 1 through 8, travel time, and preparation of report as outlined in Schedule A –Scope of Services Performed by DIXON is a lump sum of **\$4,400.00**.
2. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.



**SCHEDULE C**  
**Michigan**  
**Employee Billable Rates and Terms**

| <u>Labor Class</u>                                | <u>Per Hour</u>          | <u>Overtime Rate</u>     |
|---|--------------------------|--------------------------|
| Principal.....                                    | .....\$400.00            |                          |
| Officer/Associate.....                            | .....\$200.00            |                          |
| Project Manager.....                              | .....\$187.00            | .....\$281.00            |
| Engineer.....                                     | .....\$193.00            | .....\$229.00            |
| CWI Welding RPR.....                              | .....\$187.00 – \$206.00 | .....\$281.00 – \$308.00 |
| DIXON Level 3 or NACE certified Level 3 RPR ..... | .....\$130.00 – \$171.00 | .....\$195.00 – \$256.00 |
| DIXON Level 2 or NACE Level 2 RPR .....           | .....\$118.00 – \$149.00 | .....\$176.00 – \$223.00 |
| DIXON Level 1 or NACE Level 1 RPR .....           | .....\$106.00 – \$129.00 | .....\$158.00 – \$193.00 |
| Contract Support Staff.....                       | .....\$135.00 – \$165.00 | .....\$204.00 – \$248.00 |

| <u>Expenses</u> | <u>Metropolitan</u>      | <u>Out-State</u>       |
|-----------------|--------------------------|------------------------|
| Mileage.....    | .....\$0.80/mile + tolls | .....\$0.70/mile       |
| Lodging.....    | .....\$158.00 per diem   | .....\$148.00 per diem |
| Meals.....      | .....\$62.00 per diem    | .....\$57.00 per diem  |

FEES EFFECTIVE THROUGH: December 31, 2023

(Revised: 9/08/2022)

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Owner and DIXON further agree as follows:

#### 5.01 TERMINATION:

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.
    - b. By DIXON:
      - 1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.01.I.
    - c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 5.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services
- C. Effective Date of Termination: The terminating party under Paragraph 5.01.A.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

#### 6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

- A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and DIXON) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

#### 7.01 GENERAL CONSIDERATIONS:

- A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, DIXON and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.
- C. DIXON neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work without regard to DIXON's relation to that Work.
- D. DIXON's opinions (if any) of probable construction cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DIXON cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DIXON. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. DIXON shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DIXON or its consultants.
- F. All documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by DIXON of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON;
  2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants;
  3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and DIXON (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DIXON's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by DIXON, whichever is greater.
1. Limitation of Liability: DIXON and Owner agree that they shall each be responsible for their own negligence and that neither party shall, under any circumstances, be responsible for the negligent acts or omissions of the other party.
  2. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, and all other negligent entities and individuals.
- I. The parties acknowledge that DIXON's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DIXON or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DIXON may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
1. Constituents of Concern normally associated with coating projects can be hidden or occur as a result of the Work. These include metals and organic solvents. These material still are considered as Constituents of Concern only they are known or anticipated. But these constituents of concern, including lead, chrome, cadmium, mercury, and coating solvents shall not be a trigger for project termination by either DIXON or Owner.
- J. Owner and DIXON agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If Owner/DIXON negotiations are unsuccessful in resolving the dispute,

then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 8.01 TOTAL AGREEMENT:

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 9.01 DEFINITIONS:

- A. Constructor – Any person or entity (not including the DIXON, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.