

**REGULAR MEETING OF THE BUCHANAN CITY COMMISSION**  
**MONDAY, FEBRUARY 26, 2024 – 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.

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

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

**I. Call to Order**

**II. Recognition**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approve Agenda**

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

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

**A. Expenditures:** Consider approving the expenditures for February 26, 2024, in the amount of \$61,512.20.

**B. Minutes:** Consider the Regular Meeting Minutes from February 12th, 2024.

**C. Design Review Committee Appointment:** Consider Appointing Peter Lysy to the Design Review Committee.

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

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

**X. Unfinished Business**

**XI. New Business**

**A. Plan Commission Appointment**

1) Consider appointing Jen Gerry to the Plan Commission for a term ending in June 2026 (the Plan Commission unanimously recommended Jen Gerry for appointment at the February 13th meeting).

**B. Resolution 2024.02/07:** Consider Resolution 2024.02/07, a resolution for USDA Rural Business Development Grant

**C. Days Ave. update:** Sidewalk/Road structural issue update by City Manager, Timothy Lynch

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

A. **Presidential Primary Election**: TUESDAY, FEBRUARY 27TH, 2024. Polls are open from 7 AM- 8PM

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

**XIV. Executive Comments**

A. City Manager Comments

B. Commissioner Comments

C. Mayor Comments

**XV. Adjourn**

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/14/2024	AP	AT&T			
			Invoice: 02.13.24 Ref#: 27884 (CITY ISSUED PHONE USAGE)		
		RICH - PHONE	101-172.000-818.000	191.49	
		KALLA - PHONE	101-215.000-818.000	306.51	
		TIM L. - PHONE	101-172.000-818.000	234.48	
		GUY - PHONE	101-371.001-853.000	221.01	
		CEMETERY OFFICE PHONE	101-567.000-853.000	184.74	
		DPW OFFICE PHONE	101-441.000-853.000	184.74	
		WATER DEPT PHONE	592-591.000-853.000	184.74	
		DEB - PHONE	101-253.000-818.000	182.19	
		COMMISSION TABLETS	101-101.000-818.000	174.08	
		Vnd: 0153 Invoice: 02.13.24	101-000.000-202.000		1,679.24
		Vnd: 0153 Invoice: 02.13.24	592-000.000-202.000		184.74
		Expected Check Run: 02/26/2024		1,863.98	1,863.98
02/19/2024	AP	BERRIEN COUNTY RECORD			
		PUBLIC NOTICE	101-257.000-818.000	94.00	
		Vnd: 0339 Invoice: 02.15.24	101-000.000-202.000		94.00
		Expected Check Run: 02/26/2024		94.00	94.00
02/14/2024	AP	CIVIC PLUS			
		CONTRACTUAL	101-215.000-818.000	553.25	
		PREPAID - FY 24/25	101-000.000-123.000	1,659.75	
		Vnd: 2220 Invoice: 293037	101-000.000-202.000		2,213.00
		Expected Check Run: 02/26/2024		2,213.00	2,213.00
02/14/2024	AP	CIVIC PLUS			
		CONTRACTUAL	101-215.000-818.000	850.00	
		PREPAID FY 24-25	101-000.000-123.000	2,550.00	
		Vnd: 2220 Invoice: 292849	101-000.000-202.000		3,400.00
		Expected Check Run: 02/26/2024		3,400.00	3,400.00
02/14/2024	AP	CO-ALLIANCE LLP - BUCHANAN			
		GAS AND OIL	101-567.000-751.000	800.98	
		Vnd: 0366 Invoice: 766293	101-000.000-202.000		800.98
		Expected Check Run: 02/26/2024		800.98	800.98

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/14/2024	AP	COMCAST BUSINESS	Invoice: 02.14-24-03.13.24 Ref#: 27885 (MOTHLY CYCLE)		
		TELEPHONE, INTERNET, CABLE	592-590.000-853.000	330.59	
		TELEPHONE, INTERNET, CABLE	101-441.000-853.000	232.61	
		TELEPHONE, INTERNET, CABLE	101-567.000-853.000	160.44	
		TELEPHONE, INTERNET, CABLE	592-591.000-853.000	91.90	
		Vnd: 1722 Invoice: 02.14-24-03.13.24	592-000.000-202.000		422.49
		Vnd: 1722 Invoice: 02.14-24-03.13.24	101-000.000-202.000		393.05
		Expected Check Run: 02/26/2024		815.54	815.54
02/14/2024	AP	DAVE SPURLOCK	Invoice: 01.30.24 Ref#: 27892 (HIGH SCHOOL BASKETBALL GAME)		
		POLICE RESERVES	701-000.000-150.000	24.00	
		Vnd: 0630 Invoice: 01.30.24	701-000.000-202.000		24.00
		Expected Check Run: 02/26/2024		24.00	24.00
02/14/2024	AP	DORNBOS SIGN & SAFETY INC	Invoice: INV74274 Ref#: 27912 (NO PARKING SIGNS)		
		MISCELLANEOUS SUPPLIES	203-463.000-756.000	201.73	
		MISCELLANEOUS SUPPLIES	202-463.000-756.000	201.74	
		Vnd: 0325 Invoice: INV74274	203-000.000-202.000		201.73
		Vnd: 0325 Invoice: INV74274	202-000.000-202.000		201.74
		Expected Check Run: 02/26/2024		403.47	403.47
02/14/2024	AP	EMERGENCY VEHICLES PLUS	Invoice: 0018505 Ref#: 27905 (ANNUAL GROUND LADDER TESTING)		
		EQUIPMENT TESTING	101-336.000-851.001	340.80	
		Vnd: 0525 Invoice: 0018505	101-000.000-202.000		340.80
		Expected Check Run: 02/26/2024		340.80	340.80
02/14/2024	AP	EMERGENCY VEHICLES PLUS	Invoice: 0018491 Ref#: 27906 (ANNUAL TESTING AFTER MAINTENANCE - SATIS)		
		EQUIPMENT TESTING	101-336.000-851.001	2,532.25	
		Vnd: 0525 Invoice: 0018491	101-000.000-202.000		2,532.25
		Expected Check Run: 02/26/2024		2,532.25	2,532.25
02/14/2024	AP	ERIC LOTSBAICH	Invoice: 02.09.24 Ref#: 27896 (WORKED HS BASKETBALL GAME)		
		POLICE RESERVES	701-000.000-150.000	48.00	
		Vnd: 2340 Invoice: 02.09.24	701-000.000-202.000		48.00
		Expected Check Run: 02/26/2024		48.00	48.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/14/2024	AP	ETNA SUPPLY CO. METERS - HYDRANTS - FITTINGS Vnd: 0919 Invoice: S105269045.001	Invoice: S105269045.001 Ref#: 27913 (METER) 592-591.000-729.002 592-000.000-202.000	975.00	975.00
		Expected Check Run: 02/26/2024		975.00	975.00
02/14/2024	AP	EXEMPLAR IT SOLUTIONS CAPITAL OUTLAY Vnd: 2228 Invoice: 1265	Invoice: 1265 Ref#: 27919 (WATER SYSTEM SCADA/FIREWALL) 592-591.000-971.000 592-000.000-202.000	931.53	931.53
		Expected Check Run: 02/26/2024		931.53	931.53
02/14/2024	AP	EXTRA PACKAGING, LLC LAB SUPPLIES Vnd: 2109 Invoice: 125880	Invoice: 125880 Ref#: 27886 (DUPSTER LINERS) 592-590.000-757.000 592-000.000-202.000	391.53	391.53
		Expected Check Run: 02/26/2024		391.53	391.53
02/14/2024	AP	GASVODA & ASSOCIATES. INC. MISCELLANEOUS SUPPLIES Vnd: 1892 Invoice: INV24MRA0007CHF	Invoice: INV24MRA0007CHF Ref#: 27911 (2 REBUILD KITS) 592-590.000-756.000 592-000.000-202.000	358.00	358.00
		Expected Check Run: 02/26/2024		358.00	358.00
02/14/2024	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 21112	Invoice: 21112 Ref#: 27899 (REPAIR TO CAR 46-8 - REPLACE BROKEN CABL) 101-301.000-939.000 101-000.000-202.000	228.44	228.44
		Expected Check Run: 02/26/2024		228.44	228.44
02/14/2024	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 21033	Invoice: 21033 Ref#: 27900 (REPLACE BULB ON 46-6) 101-301.000-939.000 101-000.000-202.000	36.73	36.73
		Expected Check Run: 02/26/2024		36.73	36.73

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/14/2024	AP	HONOR CREDIT UNION	Invoice: 01.31.24 - 0678 Ref#: 27879 (JANUARY 2024 - PEREZ CC CHARGES)		
		WEBSITE	248-754.000-851.000	13.74	
		COLORED INK	592-591.000-728.000	54.89	
		NAME BADGES	101-262.000-728.000	17.58	
		PERMANENT MARKERS	101-262.000-728.000	9.98	
		VOTE STICKERS & LABELING TAPE	101-262.000-728.000	23.12	
		RED FELT TIP PENS	101-262.000-728.000	30.97	
		MOUSE PAD - BOOKKEEPER	101-253.000-728.000	6.98	
		CLERK - LAPTOP BAG & MOUSE PAD	101-215.000-728.000	35.85	
		HIGHLIGHTERS & RECIEVED STAMP	101-253.000-728.000	20.24	
		COFBUCH - STAMP FOR RESIDENTS WRITING CK	101-265.000-756.000	16.45	
		THERMAL LAM. & COLOR FILE FOLDERS	101-265.000-756.000	42.88	
		PRIME	101-265.000-818.000	14.99	
		ASSCESSING MAIL CHECK - POSTAGE	101-257.000-728.000	8.50	
		Vnd: 1948 Invoice: 01.31.24 - 0678	248-000.000-202.000		13.74
		Vnd: 1948 Invoice: 01.31.24 - 0678	592-000.000-202.000		54.89
		Vnd: 1948 Invoice: 01.31.24 - 0678	101-000.000-202.000		227.54
		Expected Check Run: 02/26/2024		296.17	296.17
02/14/2024	AP	HONOR CREDIT UNION	Invoice: 01.31.24- 6070 Ref#: 27880 (JANUARY 2024 - GANUS CC CHARGES)		
		VONAGE	101-301.000-853.000	413.12	
		BUSINESS CARDS	101-301.000-728.000	86.87	
		CONFERENCE - DIANA	101-301.000-864.000	125.00	
		NASRO	101-301.000-886.000	50.00	
		Vnd: 1948 Invoice: 01.31.24- 6070	101-000.000-202.000		674.99
		Expected Check Run: 02/26/2024		674.99	674.99
02/14/2024	AP	HONOR CREDIT UNION	Invoice: 01.31.24 - 0648 Ref#: 27881 (JANUARY 2024 - CITY CARD #1 CHARGES)		
		QUIT CLAIM DEED X2	101-215.000-962.000	64.00	
		ADVERTISEMENTS - FACEBOOK	101-700.000-735.000	73.49	
		Vnd: 1948 Invoice: 01.31.24 - 0648	101-000.000-202.000		137.49
		Expected Check Run: 02/26/2024		137.49	137.49
02/14/2024	AP	HONOR CREDIT UNION	Invoice: 01.31.24 - 6104 Ref#: 27882 (JANUARY 2024 - BAKER CC CHARGES)		
		MI-DEAL	101-441.000-756.000	180.00	
		RUBBER GLOVES	101-441.000-756.000	270.15	
		Vnd: 1948 Invoice: 01.31.24 - 6104	101-000.000-202.000		450.15
		Expected Check Run: 02/26/2024		450.15	450.15

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/14/2024	AP	HONOR CREDIT UNION			
		CINTAS - DEC & JAN	101-265.000-818.000	167.88	
		BUSINESS CARDS - T.LYNCH	101-172.000-728.000	21.71	
		BUSINESS CARDS - G.LEWIS	101-371.001-728.000	21.71	
		BUSINESS CARDS - CEM.	101-567.000-756.000	21.71	
		BUSINESS CARDS - D. PEREZ	101-253.000-728.000	21.74	
		BC COPIES	101-215.000-728.000	6.00	
		CERT. MAIL	101-265.000-756.000	5.01	
		POSTAGE	101-215.000-728.000	8.80	
		VINYL DIR. BANNERS	101-215.000-728.000	47.66	
		PUB. NOTICE	101-215.000-903.000	83.16	
		GAS ENGINE PUMP	101-441.000-756.000	411.58	
		Vnd: 1948 Invoice: 01.31.24 - 0448	101-000.000-202.000		816.96
		Expected Check Run: 02/26/2024			
				816.96	816.96
02/14/2024	AP	INDIANA MICHIGAN POWER COMPANY			
		STREET LIGHTING	101-441.000-926.000	454.43	
		UTILITIES	202-474.000-921.000	113.91	
		UTILITIES	592-590.000-921.000	778.92	
		UTILITIES	592-591.000-921.000	613.86	
		UTILITIES	101-336.000-921.000	338.33	
		UTILITIES	101-265.000-921.000	549.86	
		UTILITIES	101-301.000-921.000	315.41	
		UTILITIES	101-371.001-921.000	137.46	
		UTILITIES	101-441.000-921.000	930.38	
		Vnd: 0131 Invoice: 02.01.24	101-000.000-202.000		2,725.87
		Vnd: 0131 Invoice: 02.01.24	202-000.000-202.000		113.91
		Vnd: 0131 Invoice: 02.01.24	592-000.000-202.000		1,392.78
		Expected Check Run: 02/26/2024			
				4,232.56	4,232.56
02/14/2024	AP	KRUGGEL LAWTON CPA			
		AUDIT	592-590.000-807.000	5,812.50	
		AUDIT	592-591.000-807.000	5,812.50	
		Vnd: 2145 Invoice: 372455	592-000.000-202.000		11,625.00
		Expected Check Run: 02/26/2024			
				11,625.00	11,625.00
02/14/2024	AP	MAMC			
		MEMBERSHIP AND DUES	101-567.000-831.000	45.00	
		Vnd: 0337 Invoice: 02.01.24	101-000.000-202.000		45.00
		Expected Check Run: 02/26/2024			
				45.00	45.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/14/2024	AP	MPEC GAS AND OIL Vnd: 2315 Invoice: 731828	Invoice: 731828 Ref#: 27920 (OIL FOR GENERATOR) 592-590.000-751.000 592-000.000-202.000	39.48	39.48
		Expected Check Run: 02/26/2024		39.48	39.48
02/14/2024	AP	NALCO CROSSBOW WATER CONTRACTUAL Vnd: 1304 Invoice: 6670576851	Invoice: 6670576851 Ref#: 27888 (DEIONIZER SYSTEM RENTAL) 592-590.000-818.000 592-000.000-202.000	73.09	73.09
		Expected Check Run: 02/26/2024		73.09	73.09
02/14/2024	AP	NRPC - AMTRAK CONTRACTUAL MISCELLANEOUS Vnd: 0140 Invoice: 8000022986	Invoice: 8000022986 Ref#: 27898 (NPRPGCMF - 808 S. REDBUD TRL CROSSING) 202-463.000-818.000 202-474.000-962.000 202-000.000-202.000	1,727.07 1,727.00	3,454.07
		Expected Check Run: 02/26/2024		3,454.07	3,454.07
02/14/2024	AP	PREIN & NEWHOF ECONOMIC DEVELOPMENT Vnd: 1195 Invoice: 79780	Invoice: 79780 Ref#: 27917 (PROF. SERVICES RELATED TO PARCEL REOCONF) 101-700.000-735.000 101-000.000-202.000	1,909.30	1,909.30
		Expected Check Run: 02/26/2024		1,909.30	1,909.30
02/14/2024	AP	PREIN & NEWHOF IMPROVEMENTS-OTHER THAN BLDGS Vnd: 1195 Invoice: 79603	Invoice: 79603 Ref#: 27918 (01.01.24 - 01.27.24 - CONTRACTED RELATED) 592-000.000-132.000 592-000.000-202.000	5,611.25	5,611.25
		Expected Check Run: 02/26/2024		5,611.25	5,611.25
02/14/2024	AP	ROSE PEST SOLUTIONS CONTRACTUAL - PEST Vnd: 0304 Invoice: 150608421	Invoice: 150608421 Ref#: 27901 (PEST CONTROL - TIN SHOP, PEARS MILL & CO) 101-265.000-818.000 101-000.000-202.000	118.00	118.00
		Expected Check Run: 02/26/2024		118.00	118.00
02/14/2024	AP	ROSE PEST SOLUTIONS CONTRACTUAL - PEST CONTROL Vnd: 0304 Invoice: 150608425	Invoice: 150608425 Ref#: 27902 (PEST CONTROL - CITY HALL) 101-265.000-818.000 101-000.000-202.000	59.00	59.00
		Expected Check Run: 02/26/2024		59.00	59.00



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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/14/2024	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0163868-IN	Invoice: 0163868-IN Ref#: 27889 (SEPTAGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	344.49	344.49
		Expected Check Run: 02/26/2024		344.49	344.49
01/31/2024	AP	SEMCO ENERGY ACCT 0157168.501 ACCT 0157576.500 ACCT 0359411.500 ACCT 0374061.500 ACCT 0157577.500 ACCT 0158995.500 ACCT 0348966.501 ACCT 0158691.500 CITY CENTER/UTIL./REFUNDS Vnd: 0459 Invoice: 12.29.23-01.31.24 Vnd: 0459 Invoice: 12.29.23-01.31.24	Invoice: 12.29.23-01.31.24 Ref#: 27857 (GAS ENERGY USAGE) 101-301.000-921.000 101-336.000-921.000 101-265.000-921.000 592-590.000-921.000 101-268.000-921.000 101-265.000-921.000 101-441.000-921.000 592-590.000-921.000 101-265.000-922.000 101-000.000-202.000 592-000.000-202.000	434.19 505.94 331.08 449.37 478.04 1,432.60 166.26 590.30 218.26	3,566.37 1,039.67
		Expected Check Run: 02/26/2024		4,606.04	4,606.04
02/14/2024	AP	SHIRLEY THOMAS MISCELLANEOUS Vnd: MISC Invoice: 02.14.24	Invoice: 02.14.24 Ref#: 27891 (REIMBURSEMENT - ACCIDENTLY PAID BUCHANAN) 592-590.000-962.000 592-000.000-202.000	58.66	58.66
		Expected Check Run: 02/26/2024		58.66	58.66
02/14/2024	AP	SMR COMMUNICATIONS INC. POLICE DEPARTMENT EXPENDITURES Vnd: 0086 Invoice: 28640	Invoice: 28640 Ref#: 27916 (NEW PD EQUIPMENT) 401-000.000-970.016 401-000.000-202.000	6,306.00	6,306.00
		Expected Check Run: 02/26/2024		6,306.00	6,306.00
02/14/2024	AP	SOUTHWEST MICHIGAN PLANNING CONTRACTUAL MISCELLANEOUS Vnd: 1782 Invoice: 984	Invoice: 984 Ref#: 27897 (LOCAL MATCH - NATS FY 2024) 202-463.000-818.000 202-474.000-962.000 202-000.000-202.000	1,387.00 1,387.00	2,774.00
		Expected Check Run: 02/26/2024		2,774.00	2,774.00
02/14/2024	AP	SPICER GROUP STORMWATER PHASE II Vnd: 1383 Invoice: 227068	Invoice: 227068 Ref#: 27914 (NPDES PERMIT COMPLIANCE - 2ND QTR 10.1.2) 101-441.000-970.056 101-000.000-202.000	1,180.74	1,180.74
		Expected Check Run: 02/26/2024		1,180.74	1,180.74

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/14/2024	AP	SWEET C. ROBINSON POLICE RESERVES Vnd: 1784 Invoice: 01.30.24	Invoice: 01.30.24 Ref#: 27893 (WORKED HS BASKETBALL GAME) 701-000.000-150.000 701-000.000-202.000	36.00	36.00
		Expected Check Run: 02/26/2024		36.00	36.00
02/14/2024	AP	SWEET C. ROBINSON POLICE RESERVES Vnd: 1784 Invoice: 02.06.24	Invoice: 02.06.24 Ref#: 27894 (HS BASKETBALL GAME) 701-000.000-150.000 701-000.000-202.000	36.00	36.00
		Expected Check Run: 02/26/2024		36.00	36.00
02/14/2024	AP	SWEET C. ROBINSON POLICE RESERVES Vnd: 1784 Invoice: 02.09.24	Invoice: 02.09.24 Ref#: 27895 (HS BASKETBALL GAME) 701-000.000-150.000 701-000.000-202.000	48.00	48.00
		Expected Check Run: 02/26/2024		48.00	48.00
02/19/2024	AP	THE HERALD-PALLADIUM ECONOMIC DEVELOPMENT Vnd: 0933 Invoice: 02.04.24	Invoice: 02.04.24 Ref#: 27923 (PUBLIC HEARING NOTICES) 101-700.000-735.000 101-000.000-202.000	300.02	300.02
		Expected Check Run: 02/26/2024		300.02	300.02
02/19/2024	AP	THE UPS STORE POSTAGE Vnd: 0269 Invoice: 01.19.24	Invoice: 01.19.24 Ref#: 27921 (PFAS SAMPLE SHIPMENT) 592-590.000-818.000 592-000.000-202.000	58.95	58.95
		Expected Check Run: 02/26/2024		58.95	58.95
02/14/2024	AP	TWIN CITY AWARDS & TROPHIES PUBLIC RELATIONS Vnd: 1699 Invoice: 33560	Invoice: 33560 Ref#: 27907 (KEY TO THE CITY) 101-101.000-885.000 101-000.000-202.000	48.00	48.00
		Expected Check Run: 02/26/2024		48.00	48.00
02/14/2024	AP	USA BLUE BOOK MISCELLANEOUS SUPPLIES Vnd: 0388 Invoice: INV00271367	Invoice: INV00271367 Ref#: 27890 (CLAMPS FOR VACTOR TRUCK) 592-591.000-756.000 592-000.000-202.000	128.94	128.94
		Expected Check Run: 02/26/2024		128.94	128.94

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/14/2024	AP	WELDY SALES AND SERVICE MISCELLANEOUS SUPPLIES Vnd: 1763 Invoice: 21072	Invoice: 21072 Ref#: 27908 (SERVICE ON WEED WACKERS) 101-567.000-756.000 101-000.000-202.000	214.90	214.90
		Expected Check Run: 02/26/2024		214.90	214.90
02/19/2024	AP	WEST SIDE TRACTOR MAINTENANCE - VEHICLE Vnd: 2061 Invoice: B13846-1	Invoice: B13846-1 Ref#: 27922 (SHORT PAID INVOICE #B13846 - LABOR FOR L) 101-441.000-939.000 101-000.000-202.000	371.70	371.70
		Expected Check Run: 02/26/2024		371.70	371.70
				61,512.20	61,512.20
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000.000-202.000		24,564.52
		ACCOUNTS PAYABLE	202-000.000-202.000		6,543.72
		ACCOUNTS PAYABLE	203-000.000-202.000		201.73
		ACCOUNTS PAYABLE	248-000.000-202.000		13.74
		ACCOUNTS PAYABLE	401-000.000-202.000		6,306.00
		ACCOUNTS PAYABLE	592-000.000-202.000		23,690.49
		ACCOUNTS PAYABLE	701-000.000-202.000		192.00
			TOTAL INCREASE IN PAYABLE:		61,512.20



## REGULAR MEETING OF THE BUCHANAN CITY COMMISSION

MONDAY, FEBRUARY 12, 2024 – 7:00 PM

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

### MINUTES

#### I. Call to Order Public Hearing

The public hearing was called to order at 7:00pm.

Motion made by Weedon, supported by Money, to open the public hearing and public comment on the possible sale of City property, 401 River St. Roll call vote carries unanimously.

#### II. Opening of Public Hearing

**A. Public Hearing for the possible sale of City Property at 401 River St.** – 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 City Property located at 401 River St. Buchanan, MI 49107.

**B. Announcement of the Public Hearing Rules:** At this time, the City Commission will hear public comments on the possible sale of 401 River St. All persons wishing to comment shall be given the opportunity to do so. Any person addressing the commission shall do so at the podium, state his/her name, and direct their comments directly to the commission. In the event many people wish to comment, I, as presiding officer, may determine that each person speaking shall limit his/her comments to three minutes. As the presiding officer, I may terminate any public comments that are unreasonably lengthy, violate the City's Rules of Procedure for City Commission Meetings, or are unrelated to the subject of the public hearing. At this time, is there any public comment?

There is no public comment.

#### III. Close of Public Hearing

Motion made by Vigansky, supported by Money, to close the public hearing and public comment on the possible sale of City property, 401 River St. Roll call vote carries unanimously.

#### IV. Call to Order the Regular Meeting

The regular meeting was called to order at 7:01pm.

#### V. Pledge of Allegiance – Denison led in the pledge of allegiance.

#### VI. Roll Call

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

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

#### VII. Approve Agenda

Weedon motions, supported by Money, to approve the agenda. Roll call vote carries unanimously.

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

*Tony Houser- comments pertaining to the Food Truck Fees.*

*Carla Jackson Johnson – Comments pertaining to Bennet vs. Police Chief 2006 the Mayor cited at last meeting. Comments pertaining to the suspending of the city manager.*

*Don Ryman Comments pertaining to the Charter removing Mayor Denison and the City Attorney.*

*James Busby, 319 Elizabeth St –Comments pertaining to working with others about brining in grant money for the city. And to please stop putting false narratives on Facebook that it does not help with getting that grant money. Also comments about moving on and working together.*

*Norma Ferris 304 N Oak St – Comments pertaining to encourage the commission to approve the material for the fire department.*

*Tony Houser – Question about how many vendors participated in Munchie Mondays.*

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

**A. Minutes**

- 1) Consider approving the Regular Meeting Minutes from January 22nd, 2024.
- 2) Consider approving the Special Meeting Minutes from January 31st, 2024.
- 3) Consider approving the amended minutes from December 11, 2023.

**B. Expenditures:** Consider approving the expenditures for February 12, 2024, in the amount of \$94,383.43.

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

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

**A. Presentation of "Did Grass Make Things Meaner? Legalization of Marijuana and Violent Crime in the Nicest Place in America".** A recent article that was published by SKEPTIC Magazine and written by John D. Van Dyke.

- Brief reminder of Buchanan’s Nicest Place in America Designation – Buchanan in 2020
  - Memorial Day Parade was cancelled due to COVID, local American Legion Post #51 collected hundreds of veterans pictures and displayed them along Main St
  - In response to George Floyd’s murder, Deejra Lee organized a Black Lives Matter march where we knelt in solidarity for 8:14 alongside Buchanan PD
  - Answered Readers Digest ad calling for Nicest Place in America nominations, we won
- Marijuana fully implemented in 2020 after 10 years of respectful debate
- Review of the health and economic arguments against marijuana
- My study : Buchanan’s demographic breakdown in many ways, is a microcosm of America. FOIA request for crime statistics between Jan 1, 2016 and Dec 31, 2022 results: Highest crime rate was in 2016, there has been no increase since the adoption of marijuana.

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

**A. Community Development Report** – Director, Rich Murphy & Assistant Director, Ashely Regal

- 1) G2 Development/7Engines Marihuana Permit Renewals for 2024.

All applications and fees have been received, and the background check has been conducted. Recommendation is to approve renewal of adult use licenses for 2024.

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

2) Victory Park Pavilion Picnic Tables to be ordered from Schalon Foundation Grant.

In tandem with the north side neighbors, we’ve worked on the Victory Park Pavilion Project. Construction is now complete, and we’re looking at a ribbon cutting ceremony June 8<sup>th</sup>. Also, thanks to James Busby, \$25,000 in funding was brought in for park improvements. We plan to purchase eight picnic tables to go under the pavilion and are asking permission to proceed with that. There will be other items we bring forward as the neighborhood discusses their priorities.

Motion made by Swem, supported by Weedon, to approve the purchase of the picnic tables via funds from the Schalon Foundation Grant. Roll call vote carries unanimously.

3) Consider Resolution 2024.02/05- A resolution for Mobile Food Vending Fee Schedule.

Changes from 2023:

- Under Use Information there is a section for during events, need event manager approval
- Three dates excluded from the application for the summer concert festival series
- Per your recommendation the cost to participate in Munchie Mondays increased 100% from 2023. Based on the fact that Niles is \$25 a year for their food trucks and the farmers market charges both \$5 or \$10 a day for their vendors

The commission discusses combining the Yearly Use fee and Munchie Monday Series fee into one rate and increasing this yearly permit cost to \$75, and the Daily Use fee will remain \$10.

Motion made by Swem, supported by Weedon, to approve the amended resolution as presented. Roll call votes carries unanimously.

**B. Fire Department** – Chief Mike Adams

1) The City of Buchanan Fire Department applied for a grant and is requesting up to a 10% match if awarded. For the AFG Grant for Self-Contained Breathing Apparatus (SCBA), the match amount would be \$7,771.43.

Applied Feb 1 – it is open to the whole country through mid-March, decisions made Aug-Nov Fire Department owns 18 SCBA packs, their life expectancy is 10-15 years

- 12 are 21 yrs old (2003) → three standards outdated
- 6 are 11 yrs old (2013) → two standards outdated
- 3 of these are out of service

We are asking to replace 17 packs at \$9,600 each for a total of \$163,200

Motion made by Swem, supported by Money, to approve the match amount of \$7,771.43 for the AFG Grant, as presented. Roll call vote carries unanimously.

**C. Election Report** – City Clerk, Kalla Langston

1) Permanent Mail Ballot Voters-Selection Forms.

Under Michigan Election Law, for any presidential primary, voters must indicate if they wish to receive a Democratic Party, Republican Party, or “local” election ballot. If we don’t receive a ballot type selection by Feb 15<sup>th</sup>, by law, we must send voters a local ballot.

2) Early Voting Starts February 17<sup>th</sup>-February 25<sup>th</sup> – At the Berrien County South County Building, Door 13, 1205 North Front St. Niles, MI 49120

Early Voting Dates & Times	Sat Feb 17 <sup>th</sup> , 2024 - Tue Feb 20 <sup>th</sup> , 2024	8:30 AM - 4:30 PM
	Wednesday Feb 21 <sup>st</sup> , 2024	11:00 AM - 7:00 PM
	Thur Feb 22 <sup>nd</sup> , 2024 - Sun Feb 25 <sup>th</sup> , 2024	8:30 AM - 4:30 PM

3) Presidential Primary Election Tuesday February 27th, 2024 – Polls are open from 7 AM-8 PM.

Election Day Locations	PCT 1	City Hall, 302 N Redbud Trail
Buchanan Residents	PCT 2	Redbud City Center, 131 S Oak St

## XII. Unfinished Business

### A. Consider City Attorney Memorandum regarding Carla Jackson Johnson Complaint.

The commission received the Feb 8<sup>th</sup>, 2024 memo from the city attorney regarding review of the Carla Johnson complaint from Jan 8<sup>th</sup> and Jan 24<sup>th</sup>. I'd like to entertain a motion to waive attorney client privilege limited to the contents of the Feb 8<sup>th</sup> memos so it can be released to the public.

Motion made by Weedon, supported by Vigansky, to waive attorney client privilege limited to the contents of the Feb 8<sup>th</sup> memos so it may be released. Roll call vote carries unanimously.

### B. Consider and Vote whether or not to proceed with the Commission Public Hearing, pursuant to the City Code of Conduct on Carla Jackson Johnson Complaint.

Vigansky motions to proceed with a public hearing exempt from lawyers. There is no support.

Swem: The memo says the mayor did his job and acted accordingly under the law

Motion made by Swem, supported by Weedon, to not proceed with a public hearing.

Motion is moved to a roll call vote.

Yea: Money, Swem, Denison, Weedon      Nay: Vigansky      Abstain: None.

Motion carries 4-1.

## XIII. New Business

### A. Consider Resolution 2024.02/06 – A Resolution of the Buchanan City Commission to sell the city-owned property at 401 River Street.

Major milestone in the sale of a large, strategic parcel for redevelopment. It must be approved by the commission and will authorize the city manager and clerk to execute all documents in conveyance of the property.

Motion made by Weedon, supported by Money, to approve resolution 2024.02/06 as presented. Roll call vote carries unanimously.

### XIV. **Communications** (*informational only, formal board action is not necessary for these items, unless so desired*) → None.

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

*Don Ryman reads an Anonymous Letter comments pertaining to city staff and commission.*

*Carla Jackson Johnson- Comments about the DPW site and financial for the city.*

*James Busby – Comments about foundations that he is working with for Park Projects. And excited for the ribbon cutting ceremony for Victory Park Pavilion.*

*Monroe Lemay, 118 Schirmer Pkwy – Comments about being displeased with the treatment of senior citizens that gave public comment. Allotting more time for public comment. Comments about more than a handful of people are displeased with leadership.*

*Chief Burnett – Chief Burnett of Buchanan PD. Want to extend a thank you to Dr. Pat Moore and the Tin Shop. They orchestrated our first Martin Luther King celebration event that took place this past weekend. I wish we had more people there; I appreciate Ashely and Sean representing the city being*

there. We had Trish from the school, a lady from Core well, and press from Notre Dame and we really appreciated it. Hopefully we can do this more often. Thank you.

## XVI. Executive Comments

### A. City Manager Comments

The financial audit has been completed and submitted to the state. The auditors are tentatively scheduled to present the audit at the first commission meeting in March. Upon analysis the financials came in better than anticipated for the fiscal year. We are implementing financial practices and procedures to achieve continued improvement going forward. So be here at the meeting in March and we will have the audit presentation.

### B. Commissioner Comments

Weedon – We sure have been all over the place tonight haven't we. We had the motions on one side and motions on another and of course they both think they are right and they are. For them, it is. Let's be content with that, take peace for a moment and understand that everyone in here has that opinion and they have that right. I disagree, she thinks seniors think slower and move slower. I have an 80 year old mother I'd like to put at that mic right there and I guarantee you'll get a piece of your mind. If anybody knows that young lady, she does not hold back. Age is a construct, don't live within that construct is you want to stay sharp. I promise you that. Overpaid staff member? Rich, I think you've done an outstanding job at taking slings and arrows once again. People like to think about what they don't know about and manifest their own opinion. Sometimes its false and its okay, you have to live with the falsity, we don't. I know the facts and the facts is that Rich has done more than anybody else had done. You keep talking about all of the things that are wrong, and I don't see anybody else coming up with a solution. Everybody is pointing fingers but nobody is stepping up and doing the changes he is, and going to the meetings he is, and making the systematic changes to make the city better. Lets talk about the things that are good lately. Anybody notice the beautiful Taco Bell? Probably one of the best looking Taco Bell's in the county, right. It may seem laughable but it's a company, it's a business. It's a place for people to work and have honor. In the Navy they taught us honor, courage, and commitment. Mr. Busby is indicative of what it means to be part of this community. Northside neighbors, every one of them that's other there is dedicated to doing things better. You don't see them pointing fingers and arguing among themselves. No, they work together as a community. It's a weird thing, a weird feeling when that starts to work. You can still have your own opinion but can still work together. Mike Baker I know for a fact graduated high school. How would I know that? That's right, I've heard this story before. My parents are retired teachers from here, many people here had them as a teacher. Interesting fact isn't it – 30 years teaching kids. So if you're going to cast judgement make sure you have the facts. Wasn't that part of the discussion tonight? Interesting when the facts are only said at one person, and once again within their echo chamber, its correct. Doesn't mean it's truly factual.

Swem – So we had a quarterly Joint Water & Sewer Board meeting, our 2023 water quality report is out. If its not already posted it will be shortly. Good news, our water is clean and well within the standards its expected to be. So you are safe to drink the water here. Thank you to Tim and the team, we are starting to implement some metrics so we can better monitor at the leadership level where we stand with different ratios that are expected of us by the state and others. So, just like what we're doing, moving forward continuing process improvement there. Busby, your comment about bringing everything through B.A.R.B. – not necessarily. We are the ultimate decision body here procedurally. If B.A.R.B would like to be included in that stuff and I know you are close with many members of that so keep doing the great work. We don't want that to prevent you from doing that, we appreciate it. Rich and Mike, staff treat at the podium in general, you know I do think it's the mayors ceremonial



responsibility as we've talked about many times to control our conduct. Yes I do support first amendment rights but in this room, degradation of our staff does not have to be tolerated and it can be stopped. I ask that everyone be professional up there and bring topics that we can address professionally and not use that podium for hate speech. Lastly, its been brought to everybody's attention and filed against this board, four of us anyway, that we've committed Open Meetings Act violations. I am waiting for the formal confirmation on this but it is my understanding that the county prosecutor has dismissed that violation due to lack of zero evidence to support that claim. So you can trust that we are doing things the right way to the best of our ability for this community.

Vigansky – The prosecuting attorney did not want to work with me at all on it so I took it to the next step, so we'll see, we'll find out. I believe in the rule, I believe that B.A.R.B. should be addressed for anything that we are doing for any of the parks. It's just another step, it's a formality its not helter-skelter. As far as helping the city manager out and helping things, there are four commissioners that speak to one another. They don't like my politics, they don't like my attitude, they don't like my delivery, so they don't talk to me. I don't care. It doesn't bother me at all, but some of the stuff even if they did talk to me I would want to raise so it was brought out publicly because I want the public to know. Because transparency and politicians when they say it, it makes me gag because there's nothing transparent about what goes on in any of the political realm. It doesn't matter if its this commission, I'm not pointing my finger at just this commission. Our republican party in this county, our republican party in this state, our republican party in this country for that matter. The things about it is, I have a lot of respect for Don Ryman, he is 96 years old. He did turn an aircraft carrier as he said numerous times, he fought in the great war. As far as hate speech, lets not classify it as something like hate speech. He was reading an anonymous letter. It's so easy to get your feelings hurt by words but nobody wants to pay attention to that actions. You can sing ring around the rosy while you're stabbing somebody in the back. I did have one thing – the numbers on the population, how can you have 80% white and 38% black? I mean I always count backwards as far as 100%. No, and then they had all these other different ones down there so I mean they had all these numbers there that amounted to like 175%. Just the way my brain works. That letter was anonymous, Don, thank you thank you. I know you don't hear very well so you interrupt people but its not on purpose. Thank you sir. I'm done.

Money – First off, I'll address Mr. Ryman's letter because if you don't have enough respect to sign your own letter (Don yells, " It's not my letter!") then that is not worth two cents to me because we've all had letters written through anonymity. And the sadly enough within this community if we showed the same amount of enthusiasm about criticizing everything that goes on around here instead of trying to step up to the plate and do something about it, it would be a lot better place to live. As far as disrespect for the people within this community, I think that small number you try to drag in here every day could be used to do better things for the city of Buchanan. We have a lot of boards you can sit on, there's a lot of things that can be done here but a few of you choose to run the whole thing down instead of trying to be an asset. Sadly enough, our press helps with that a lot too. On that note I want to thank Kalla for all the hard work she's done through our election. Our police department, even though we have multiple chiefs supposedly, they are doing a great job. Thank you to Mike for submitting your bid for the Fire Department because we all know within the city we have to have a functional Fire Department. This type of gear is everything we need to maintain our ISO ratings and be functional. Mike I am just really sorry that people think that about you because they don't see you when you're out there working 12/14/16 hours a day down in a hole with your blue jeans on, ruining your good work shoes because you're standing in a hole of water. Let them do that then. Once again thank you James and the Northside neighbors, I don't want to make a mistake because I was corrected on that one time. I don't want to make a mistake misquoting but thank you to the Northside neighborhood for all that you do up there. You're doing a great job, this commission does a great job in

improving the parks and everything that goes on in the Northside neighborhood. Once again, I want to thank this commission, all of us, for the work we do for the city. As you're all aware it's a pretty tough job, we even bring people from out of town to come listen to us. Whether you think about it or not, that's all I have.

Vigansky – I just want to give a shoutout to the boy scouts. I bought the steak dinner, when I was in there they had already sold over 150 of them but it was superb for \$10.

### C. Mayor Comments

As Chief Burnett had mentioned, there was an event at the Tin Shop Theater this past weekend. We had planned to have it closer to MLK day but weather delayed it. It was a celebration of Dr. Martin Luther King Jr, Chief Burnett was one of the speakers, superintendent of the schools Patricia Robinson, and there was a lady named Deborah Johnson the VP of Corewell Health who was really a phenomenal speaker. She had told a story that correlated to Dr. Kings quote about judging people by the content of their character and I was going to tell you the story because it really is a fascinating story but its probably much better coming from her. So I'm not going to go there but the moral was to judge the human being that is in front of you and judge people by their actions and not what you hear about them. Which, as I listen to that Saturday, got me thinking. I want to make something really clear to the public that's present this evening and to the folks who will be watching on YouTube later. There are folks who live amongst us who are actively working against the best efforts of this city, it's administration, and its staff. Yesterday Commissioner Swem, the City Manager, and I received an email from a business owner downtown. The email was a blatant attempt to disparage the reputation of the city attorney. The allegation has since been debunked but what was really interesting about the email was that there was an email chain at the bottom he forgot to remove. If you don't know what an email chain is that's just a conversation of everyone who was on the emails. It made it incredibly clear to me that there is a coordinated effort by a handful of people in our community to file false complaints and grievances which is incredibly sad and an abusive process. The email was interesting in that it shed some light on how people were being informed of things. For instance, the people on it knew when we received the memorandum from the city attorney and had quote, "talked to Dan." It also stated things like quote, "time for another complaint." It even gave directions to a member of the press, who's no longer here, who was colluding with this group to file another FOIA which she did first thing this morning. That's not journalism. The city is in regular contact with folks in Lansing concerning our ambitions to be a Michigan Main Street community. We have been told they have been contacted several times by Alan Robandt who's trying to discredit the LiveBuchanan board so that the application will not be accepted. They have also told us there are a group of individuals trying to discredit and remove our community from the application process by finding faults in our status. The campaign these folks are waging interferes with our ability to receive state funds, technical assistance, and legitimacy as receiving those funds is only possible as a member of the Michigan Main Street program. These same people are telling falsehoods and half-truths about the financial status of the city or their stance on financial aspects relating to the city. I'm sorry that she left but in the January 27<sup>th</sup> edition of the Chronicle regarding the recall petitions costing the city \$40,000 when Monroe Lemay states and I quote, "the town simply cant afford that," yet at my second recall hearing on Dec 18<sup>th</sup> after the Berrien County Clerk Sharon Tyler warned of the cost of moving forward with a recall Monroe Lemay stated in her public comments and I quote, "I don't care how much it costs, I want to hit them where it hurts," end quote. She goes on to say, "there taxes have been raised nearly doubly in the past four years." That is simply not true. We have not raised taxes since we were elected in 2018. The truth matters. They are also saying things about myself and the commission that simply are not true. Carla Johnson stood at that podium and appeared outraged to learn that this entire commission was made up of

Republicans. Monroe Lemay went farther, stating at one point on her Facebook page that we are all Trump loving racists. I am a registered Democrat. Although I'll admit at this time I don't believe either party represents me or anyone I know but my point is this – you don't know me. If you did, you would know I only want what's best for Buchanan. Plain and simple. I would kindly ask all of you to stop working against the city. Please stop. Please use your energy for good, the world need it.

**XVII. Adjourn**

Motion made by Weedon, supported by Money, to adjourn. Roll call vote to adjourn the meeting at 8:47pm carries unanimously.

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Kalla Langston, City Clerk

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Mayor Sean Denison

**RESOLUTION OF MEMBERS OR STOCKHOLDERS**

City of Buchanan  
(Name of Association)

302 N Redbud Trail  
Buchanan, Michigan 49107  
(Address, including Zip Code)

RESOLVED, that the Governing Board of this Association be and it hereby is authorized and empowered to take all action necessary or appropriate –

1. To obtain for and on behalf of the Association through the United States Department of Agriculture (USDA) or any other Governmental agency:
  - (a) A loan in a sum not to exceed \$ 0 ;
  - (b) A grant in a sum not to exceed \$ 73,800 ;
 to be advanced by the lender or grantor in one or more advances at such time or times as may be agreed upon.
2. In case of a loan or grant or both -
  - (a) For the execution of such application or applications (including exhibits, amendments and/or supplements thereto) as may be required;
  - (b) For the execution and delivery to the lender or grantor of all such written instruments as may be required in regard to or as evidence of such loan or grant; and
  - (c) In its judgment to carry out the terms of this resolution.
3. And in case of a loan -
  - (a) To obligate this Association for the repayment of the loan at such rates of interest and on such other terms and conditions as the Governing Board shall deem proper;
  - (b) To pledge, hypothecate, mortgage, convey, or assign property of this Association of any kind and in any amount now owned or hereafter acquired, as security for any or all obligations (past, present and/or future) of this Association to such lender; and
  - (c) From time to time to pay, extend, or renew any such obligations.

**CERTIFICATION**

I, the undersigned, as \_\_\_\_\_ of the above named Association, hereby  
 \_\_\_\_\_  
 (Secretary) (Acting Secretary)

certify that said Association on the \_\_\_\_\_ 26th \_\_\_\_\_ day of \_\_\_\_\_ February \_\_\_\_\_, 2024, had \_\_\_\_\_  
 \_\_\_\_\_  
 (Number)

\_\_\_\_\_ Commission Members \_\_\_\_\_; that \_\_\_\_\_ of these  
 \_\_\_\_\_  
 (members) (stockholders) or (shares of voting stock outstanding)

constituted a quorum; that \_\_\_\_\_ said members or stockholders or shares of voting stock were present at a meeting  
 of the members or stockholders duly called and held on the \_\_\_\_\_ 26th \_\_\_\_\_ day of \_\_\_\_\_ February \_\_\_\_\_, 2024 ;  
 that the foregoing resolution was adopted at such meeting by the affirmative vote of \_\_\_\_\_ said members  
 or stockholders or shares of voting stock; and that said resolution has not been rescinded or amended in any way.

Dated this day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

Secretary of \_\_\_\_\_

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

February 23, 2024

Mr. Tim Lynch City Manager  
302 N. Redbud Trail  
Buchanan, MI 49107

**Subject: Proposal for Professional Services  
McCoy Creek Culvert Repair**

Dear Mr. Lynch:

Abonmarche is pleased to present this proposal for professional services related to the replacement of the failing culvert underneath the public driveway and sidewalk parallel to Days Avenue near downtown Buchanan. The culvert in question is located approximately 300 feet south of the centerline of Front Street.

### UNDERSTANDING

A void has formed above the culvert/tunnel structure and photos from inside the structure indicate the original walls of the creek are failing in a localized area. Road/pedestrian access has been blocked off temporarily for public safety, but the City would like to repair the failure area and reopen this driveway/pedestrian access as soon as possible.



Figure 1: Image of failing culvert parallel to Days Avenue facing north (Buchanan, MI). Note: failure area inside culvert is approximately 10-20' into the culvert.

### SCOPE OF SERVICES

We propose the following Scope of Services:

Abonmarche will assist the City of Buchanan with survey, conceptual design, and permitting for the replacement of the failing box culvert near Days Avenue. Abonmarche proposes to assist the City on an as-needed basis, anticipated to include the following minimum list of tasks:

- 1. **Topographic Survey:** Abonmarche will survey the immediate vicinity of the culvert, including observable, pertinent utility infrastructure (storm drains, electrical conduits, irrigation, and landscape amenities) adjacent to the project site only. Topographic data is necessary to begin conceptual engineering design and for permitting.

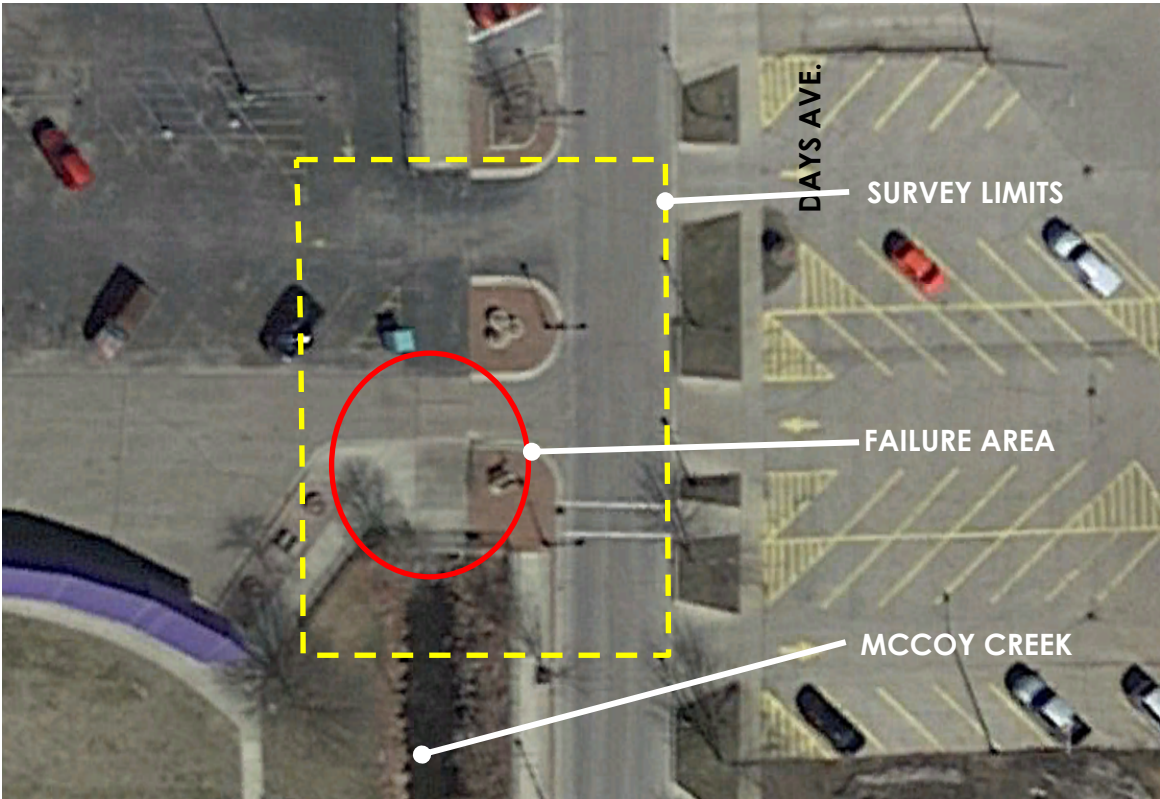


Figure 2: 2021 Aerial Google Image of project site; Note survey limits with yellow, dashed line

Additional pickup survey data upstream of McCoy Creek and the diversion channel may be required at a later time if required by the regulatory process. Survey outside the limits herein is excluded from the proposed scope of work.



- 2. Conceptual Design:** Abonmarche will prepare up to three (3) conceptual design options to repair the culvert. Concepts may include a precast box culvert, steel sheet pile wall installation, and/or segmented block wall retaining solutions, pending analysis. Abonmarche will prepare plan view and cross section drawings to scale to support City reviews and discussion with regulatory personnel in Task 3 below. Abonmarche will also prepare an opinion of probable construction cost for each of the concepts. Abonmarche will then meet with City staff to review the concepts and to confirm the preferred approach(es). Once reviewed, Abonmarche will address comments and update the concepts and cost opinions.
- 3. Pre-Application Meeting:** Due to potential stream impacts, jurisdiction from State of Michigan Environmental, Great Lakes, & Energy (EGLE) will be critical to determining the feasibility of each approach. A pre-application meeting with EGLE regulatory agents is recommended to determine the best permit strategy, but we are hopeful that EGLE may permit the proposed repair with Minor Permit category 11. 'Culverts and Bridges – Large' -OR- MP 41. Public Transportation Projects, section 2. 'Culverts and Bridges – Large' may also apply.
- 4. Prepare and Submit Joint Permit Application:** After the pre-application meeting, Abonmarche will prepare and submit a Joint Permit Application package on behalf of the City using the online MiEnviro portal. The package will include a letter of authorization, permit form and data, and permit drawings. Prior to submittal, a draft application will be sent to the City for review/comment.
- 5. Permit Processing:** Abonmarche will address comments, questions, and requests for additional information from EGLE on an as-needed basis. Due to the unpredictable nature of state permitting, this task will be tracked and invoiced on an as-needed, 'time and materials' basis.

## MEETINGS & SCHEDULE

This proposal anticipates up to two (2) meetings on site.

Abonmarche is aware that the replacement needs to occur as soon as possible, as the driveway access is currently closed. We will expedite the survey and concept development to the extent possible. The permit process can take 1-3 months or longer, depending upon the design selected, agency review backlog, and the potential need for additional survey and/or modeling. The survey will be scheduled within one week of approval, pending weather.



**NEXT STEPS AND EXCLUSIONS**

Our proposal does not include any fees for obtaining record information or permit application fees. We recommend planning a budget of up to \$1,000 for EGLE permit fees. Berrien County SESC permit application fees will likely range from \$175 to \$300. The following services are specifically excluded from this proposal. If a need is identified, Abonmarche is available to provide a proposal at your request.

- SESC permits (Berrien County), Local (City) permits
- Final design/bid documents
- Formal construction specifications
- Construction administration & staking
- Boundary survey, hydrographic survey
- Soil borings – geotechnical
- Special studies as required by agencies (i.e., wetland delineation, threatened endangered species studies, etc.)

Typical next steps will include either an informal/design-bid request or development of detailed, final design documents for formalized bidding. Bid documents would include detailed drawings, construction specifications, construction agreement, and general specifications intended for public advertisement and bid process.

**FEES**

Our fees to complete the above scope of services, including direct costs, are proposed for the following lump sum fees, except where noted otherwise:

Task 1 – Topographic Survey	\$ 2,400
Task 2 – Conceptual Design	\$ 11,300
Task 3 – Pre-Application Meeting	\$ 1,700
Task 4 – Prepare and Submit Joint Permit Application	\$ 2,500
<u>Task 5 – Permit Processing, Time and Materials Budget <sup>(1)</sup></u>	<u>\$ 4,000</u>
<b>Total Fee:</b>	<b>\$ 21,900</b>

1. Task 5, permit processing will be billed on a time and materials basis at our standard hourly rates. Typically, a straightforward permit processing fee range would be \$2,000 to \$6,000 for this type of project.





City of Buchanan  
McCoy Creek Culvert Repair  
Proposal for Professional Services  
February 23, 2024  
Page 5 of 5

**We require a signed copy of our attached standard professional services agreement and subsequent completion of the attached Notice of Professional Services (to be provided later). Upon receipt of the above, Abonmarche will commence the work outlined herein.**

If you have any questions or need further clarification, please feel free to contact me at (269) 926-4559.

Sincerely,  
ABONMARCHE CONSULTANTS, INC.



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



Timothy R. Drews, PE, PTOE  
Vice President

Attachments: Professional Services Agreement  
Standard Hourly Rates

CC: Timothy R. Drews, PE, PTOE  
Scott Leblang, PE  
Tony McGhee  
Martin Rivas, EIT





# Professional Services Agreement

Abonmarche Project Number: \_\_\_\_\_

AGREEMENT between (Client name), City of Buchanan (Date) \_\_\_\_\_

(Client address) 302 N. Redbud Trail, Buchanan, MI 49107 (Phone) \_\_\_\_\_

(Cell) \_\_\_\_\_ (Fax) \_\_\_\_\_ (Email) \_\_\_\_\_ hereinafter referred

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

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

(Project Name) McCoy Creek Culvert Repair (Location) Buchanan, MI

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

(Scope of work) See attached proposal dated 2/23/2024

(Project schedule) See attached proposal dated 2/23/2024

(Special Provisions) See attached proposal dated 2/23/2024

Abonmarche's proposal/work plan, dated 2/23/2024 is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

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

(Fee/Type) See attached proposal dated 2/23/2024

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

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

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

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

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

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Signature:</b> _____	Printed Name: _____	Printed Name: <u>Timothy R. Drews</u>
Printed Name: _____	Date of Birth: _____	Title: <u>Vice President</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc.</u>
Federal Tax ID: _____	Employed by: _____	<u>95 W. Main Street</u>
	Address: _____	<u>Benton Harbor, MI 49022</u>
	City/State: _____	Date Signed: _____
	Date Signed: _____	

## **TERMS AND CONDITIONS OF PROFESSIONAL SERVICES**

### **AGREEMENT**

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

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

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

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

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

End of Agreement

### **Engineering**

Firm Principal	\$240-275
Senior Project Engineer/ Manager/ Group Director	\$180-210
Project Engineer / Project Manager	\$125-195
Staff Engineer	\$90-135
Landscape Architect	\$90-135
CADD Technician	\$80-120
Senior Construction Technician/Construction Technician/ Office Technician	\$70-110
Structural Engineer	\$180-210
Senior Urban Planner	\$130-140
Urban Planner	\$100
Engineering Intern	\$40-55

### **Architecture**

Lead Architect	\$180-200
Senior Licensed Architect/Project Manager	\$130-180
Project Architect/Project Manager	\$115-150
Architectural Draftsman/Designer	\$90-120
Architectural Intern	\$40-55

### **Surveying**

Senior Surveyor/Project Manager/Group Director	\$120-160
Project Surveyor	\$110-140
Survey Crew Manager	\$105-125
Survey Crew Chief	\$80-115
Survey Technician	\$65-110
CADD Technician	\$70-105

### **Digital Services**

Group Director	\$210
GIS Specialist/Analyst	\$110-125

### **Auxiliary Services**

IT Support Technician/Manager	\$140-185
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$70-95
Development Services Professionals	\$100-200

**Effective 03/01/2023 Rates Subject to Change**