



**City of New Buffalo
224 W. Buffalo Street
New Buffalo MI 49117**

**SPECIAL CITY COUNCIL MEETING AGENDA
July 28, 2020 at 4:00 p.m.**

1. Call Meeting to Order
2. Roll Call
3. Approval of Agenda
4. Public Comment
5. Old Business
 - a. Ordinance #247 to Amend Section 15-7 and 15-9 of the New Buffalo Code to Regulate the preparation and Collection of Solid Waste
 - b. Potential Sale of 435 S. Whittaker Street
 - c. Street Roadway Condition and Investment Millage Proposal
 - d. Parks/Millage Renewal Proposal
6. New Business
 - a. First Responder Hazard Pay Premium Program Grant
 - b. Reith Riley Change Order #2
 - c. Reith Riley Final Payment Request #4
7. Updates
8. Correspondence
9. Council Comments
10. Adjournment



MANAGER'S REPORT

July 28, 2020

AGENDA ITEM: First Reading of Ordinance #247 to Amend Section 15-7 and 15-9 of the New Buffalo Code to Regulate the Preparation and Collection of Solid Waste

SUMMARY: This item was tabled for amendments when it was first submitted and changes have been made including noting the fees required for non-compliance. This Ordinance addresses issues related to the placement of refuse bins, size limitations of bulk and yard waste, and separation of refuse and recyclables. The Ordinance prohibits the placement of bins prior to 8:00 a.m. preceding the day of collection and requiring removal of the bins from the curb on the same day after collection by 8:00 p.m. requiring placement of them in the side or rear yard.

Downed trees and limbs exceeding 4 feet in length are not eligible for curbside pickup and property owners and occupants are responsible for disposing of them.

The Ordinance goes on to make it unlawful to scatter any raw refuse, garbage or rubbish in any sewer, ravine, drainage ditch or catch basin in the City, Harbor, the Galien River or Lake Michigan.

This Ordinance also makes it unlawful to allow refuse, garbage, rubbish, yard waste, recyclables, or downed trees or branches to accumulate on any public or private parcel except to prepare it for pickup or removal. October storage of such items shall not exceed 14 days of duration.

Section 15.9 allows the City to remove unauthorized items from the street right-of-way after 24 hours and recover costs from the property owner in accordance with the procedure noted and requiring payment within 30 days. Failure to pay will result in a property tax lien.

In addition, the City may remove items from the right-of-way at its expense without notice and empty a bin placed at the street on a day other than the scheduled collection day at the owners expense for a fee set by the City Council.

Paragraph (d) is a new section that specifies yard waste and collection requirements.

COST: None

BUDGETED: Yes No **NA**

RECOMMENDATION: Approve first reading of Ordinance #247 to Amend Section 15-7 and 15-9 of the New Buffalo Code to Regulate the Preparation and Collection of Solid Waste

Respectfully submitted,

David Richards, City Manager

**CITY OF NEW BUFFALO
BERRIEN COUNTY, MICHIGAN**

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTIONS 15-7 AND 15-9 OF THE NEW
BUFFALO CITY CODE AND TO ADD A NEW SECTION 15-8 TO
CHAPTER 15, ARTICLE II, TO REGULATE THE PREPARATION AND
COLLECTION OF SOLID WASTE**

The City of New Buffalo ordains:

Section 1. Amendment. Sections 15-7, 15-8, and 15-9 of the New Buffalo City Code shall read as follows:

Sec. 15-7. Responsibilities of property owners and occupants.

- (a) All property owners and occupants who receive refuse collection services contracted by the City pursuant to section 15.3 shall comply with the terms and conditions of the applicable contract, which shall be available for public inspection in the office of the City Clerk. Such contracts

may address topics including:

- (1) Size and other specifications for refuse bins;
 - (2) Appropriate locations for placing refuse bins prior to pickup;
 - (3) Size limitations for the curbside pickup of bulk items and yard waste; and
 - (4) Appropriate separation of refuse and recyclable materials.
- (b) Refuse and recycling receptacles shall not be set out for collection prior to **8:00 a.m.** preceding the day of collection. After such receptacles are emptied they shall, on the same day collections are made, be removed from the street right-of-way and stored in an appropriate location in the side or rear yard of the property no later than **8:00 p.m.** Receptacles shall not be stored in the front yard.
- (c) Downed trees and tree limbs exceeding 2 cubic yards in volume or 4 feet length do not constitute "yard waste" for purposes of this chapter, and therefore are not eligible for regular curbside pickup by the City or its contractors. Property owners and occupants shall be responsible for disposing of such items.
- (d) **Grass, brush, leaves, and limbs up to 4 inches in diameter is considered yard waste but brush and limbs must be cut to a length of 4 feet or less. These items must be placed in a 32 gallon container or biodegradable paper bag of not more than 32 gallons, and tied in a bundle not to exceed 50 pounds.**

Sec. 15-8. Placement or accumulation of refuse prohibited.

It shall be unlawful to place or scatter, any raw refuse, garbage, or rubbish in any sewer, ravine, drainage ditch, or catch basin throughout the City, or in the harbor, Galien River, or Lake Michigan within the City. It shall also be unlawful to allow refuse, garbage, rubbish, yard waste, recyclables, or downed trees or branches to accumulate on any public or private parcel of property within the City, except to the limited extent necessary to prepare such

items for curbside pickup or other appropriate means of removal from the property. Outdoor storage of such items shall not exceed 14 days in duration.

Sec. 15.9. Authority to remove unauthorized items from the right-of-way and recover costs.

In addition to any other available remedy, the City may remove unauthorized items from the street right-of-way and recover costs from the property owner in accordance with the following procedures:

- (a) For purposes of this section, unauthorized items in the right-of-way include:
 - (1) Refuse receptacles placed at the street in violation of section 15-7(b) above;
 - (2) Trees or tree limbs too large for curbside pickup; and
 - (3) Other items not suitable for curbside pickup.
- (b) Upon observing an unauthorized item in the right-of-way, the City Manager or designee is authorized to notify, in writing, the owner of the adjoining premises that the City intends to remove such item at the owner's expense. Such notice shall be served by hand delivery or posted in a conspicuous location on the premises.
- (c) After service of the notice, the owner shall remove the unauthorized item from the right-of-way within 24 hours. If he or she fails to do so, the City may remove the item at the owner's expense as follows:
 - (1) If the item is a refuse or recycling receptacle, the City shall contract to collect and store the receptacle and release it back to the owner or occupant upon payment of a fee in the amount of \$75.00.
 - (2) If the item is not a refuse or recycling receptacle, the City may dispose of the item or contract to do so and send the owner an invoice for the actual cost of removal and disposal plus a \$50.00 administration fee. Such invoice shall be paid within 30 days. If payment is not received, the City may levy a single-lot special assessment to recover such costs pursuant to Chapter 17, Article V of the City Code.
 - (3) If the item is a refuse or recycling receptacle containing waste, the City shall contract to collect the receptacle, store it and release it back to the owner or occupant upon payment of a fee in the amount of \$100.00.
- (d) This section shall not be construed to limit the authority of the City to relocate or remove unauthorized items from the right-of-way at the City's own cost without prior notice to the adjoining owner.

Section 2. Publication and Effective Date. The City Clerk shall cause this ordinance to be published in a newspaper of general circulation in the City, and the ordinance shall be effective 20 days after enactment or upon publication, whichever is later.

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____



MANAGER'S REPORT

July 28, 2020

AGENDA ITEM: Potential Sale of 435 S. Whittaker Street

SUMMARY: This item was tabled at the last meeting to discuss further conditions at this special meeting. The City recently took bids to buy City property we call the old hardware store at 435 S. Whitaker. We have two offers, one of which is within the appraised value at \$139,000.00. The other bid is \$35,000.00. The high bidder submitted a purchase offer that was reviewed by the City's attorney who provided comments noted below.

- This agreement puts some obligations on the City you should be aware of:
 - Under paragraph 10, the City would be required to maintain replacement cost or all-risk insurance on the property until closing.
 - Under paragraph 11, the City would have to order a title commitment pretty much immediately upon signing, and deliver a title commitment to the buyer within 14 days of the effective date of the agreement.
- As written, this agreement is contingent on the buyer being able to obtain financing. The buyer will get its deposit back if it can't obtain financing.
- In general, I think the form of the agreement is basically fine. However, I would recommend getting rid of the proposed addendum and replacing with a new addendum that:
 - Includes a definitive date by which closing has to occur. The buyer filled in the blank in paragraph 7 with the phrase "agreed to date" rather than stating an actual date. That can create problems. Unless you have another date in mind, I would recommend something about 4 months out.

- Removes the proposed language in the addendum about how the buyer intends to divide the building. Unless the buyer's proposed use is really important to the Council (important enough to include as a deed restriction), language like what the buyer proposes can only create confusion. It's unclear whether it's supposed to be legally binding, and if so it's unclear what the remedy for breach would be.
- Replaces the proposed language in the addendum with something more specific regarding requirement to obtain occupancy permits within a year. The proposed language refers to a "reverter," but I don't think that's what's really intended (reverters happen automatically and no money changes hands). Based on the other materials, it appears that what you really want is the right to re-purchase the property for the purchase price. I would suggest something like this:

Grantee shall obtain a certificate of occupancy a commercial use on the property on or before _____, 2021. In the event that Grantee fails to do so, Grantor shall have the right to repurchase the Property for \$139,000 plus the verifiable cost of any improvements made by Grantees. Grantor may exercise the repurchase option by providing written notice to Grantee of its intent to do so. Grantee shall convey the Property back to Grantor upon Grantor's tender of the amount described in this paragraph. The rights and obligations described in this paragraph shall run with the land and shall be binding on the parties' successors and assigns, but shall expire if not exercised on or before _____, 2022.

The addendum suggested is included in the packet and has been approved by the buyer which should be included in the Deed.

In addition the Council discussed the following items.

- "Buy Back" option requiring the City to pay for any improvements along with the purchase price.
- A restriction on the re-sale of the property without improvements.
- Clarification of the use of the alley behind the store and its potential development.
- A description of the proposed use of the building.
- Date of the Certificate of Occupancy.

Some additional issues to be aware of include:

- The City must maintain insurance coverage until closing.
- Title commitment must be delivered with 14 days of signing the agreement.
- Offer is contingent on financing and the \$5,000.00 deposit must be returned if financing is not arranged.

- A closing date must be agreed to which the attorney suggested as November 18, 2020 or 4 months from closing.
- Buyer requests title be conveyed to an LLC.

This property was purchased from the County just prior to tax sale and any proceeds over the purchase price and investment of \$68,128 must go to the County. That number represents the purchase of the store, repair of the roof and the demolition of the materials building behind the store and is an agreement we have with the County Treasurer. Both the pole barn and the empty material lot have some utility for the City and staff would like to retain them both for future projects.

COST: NA

RECOMMENDATION: Approve the sale of 435 S. Whittaker to Firas Naji consistent with the Buy and Sell Agreement of June 9, 2020 but include the proposed addendum as a counter offer and include the agreed to conditions.

Respectfully submitted,

David Richards, City Manager

**ADDENDUM TO BUY AND SELL
AGREEMENT**

The undersigned parties to a Buy and Sell Agreement dated June 9, 2020, by and between Firas Naji ("Buyer"), and City of New Buffalo ("Seller"), for the purchase and sale of that certain property known as 435 S. Whittaker Street, New Buffalo, MI 49117 ("Property"), hereby further agree as follows:

- In paragraph 7 of the Agreement, the phrase "agreed to date" shall be replaced with "November 18, 2020."
- At least 1 week before Closing, Buyer may request in writing that the Seller convey title to the Property to an LLC or other legal entity created by Buyer, instead of to Buyer directly. The Seller shall follow such directive and have the Deed prepared accordingly.
- The Deed shall include the following restriction: Grantee shall obtain a certificate of occupancy for a commercial use on the property on or before December 31, 2021. In the event that Grantee fails to do so, Grantor shall have the right to repurchase the Property for \$139,000 plus the verifiable cost of any improvements made by Grantees. Grantor may exercise the repurchase option by providing written notice to Grantee of its intent to do so. Grantee shall convey the Property back to Grantor upon Grantor's tender of the amount described in this paragraph. The rights and obligations described in this paragraph shall run with the land and shall be binding on the parties' successors and assigns, but shall expire if not exercised on or before December 31, 2022.

All other terms and conditions of the Buy and Sell Agreement to remain the same.

BUYER(S):

Date: _____

Date: _____

SELLER(S):

Date: _____

Date: _____



COMMERCIAL-INDUSTRIAL REAL ESTATE
BUY & SELL AGREEMENT



- 1. Parties. To: City of New Buffalo
2. hereinafter called the Seller, the undersigned, hereinafter called the Buyer, hereby offers to buy the Property at:
3. 435 S Whittaker St, New Buffalo, MI 49117-1763
4. located in City of New Buffalo, Berrien County Michigan and
5. legally described as: (attached as Exhibit "A") (described as follows): per title
6.
7.
8. and Tax Code(s): 11-62-4900-0119-00-3
9. 2. Including all buildings and permanent improvements and fixtures attached; all privileges, easements and appurtenances
10. pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way, leases, rents,
11. security deposits, licenses and permits with respect to the Property, warranties or guarantees relating to the Property being sold,
12. any personal Property specified herein and the trade name of not applicable, all of the above referred to as
13. the "Property"; subject to exact determination by survey pursuant to Paragraph 11(b). The following items of personal Property
14. are INCLUDED in the sale:
15.
16.
17. All other personal Property and the following additional items are EXCLUDED from the sale:
18.
19. 3. Price. The purchase price shall be One Hundred Thirty-Nine Thousand Dollars
20. (\$ 139,000.00).
21. 4. The Terms of Purchase shall be indicated by an "X" below.
22. CASH The full purchase price upon execution and delivery of a warranty deed, not contingent upon Buyer's ability to
23. obtain financing.
24. NEW The full purchase price upon execution and delivery of a warranty deed contingent upon Buyer's ability to
25. MORTGAGE obtain a 80.000 %: mortgage with note interest not exceeding 5.000 % per
26. annum, which Buyer agrees to apply for within 5 business days after acceptance by Seller and accept
27. promptly if tendered. In the event that the Buyer does not provide evidence of an application for financing within
28. the time provided above, the Seller may terminate this agreement by written notice of termination, which is
29. delivered to the Buyer prior to the time the Buyer provides evidence of an application for financing. Buyer to
30. provide Seller with a written conditional loan commitment by 60 days. In the event Buyer does not
31. provide the Seller with a written conditional loan commitment within the time provided above, the Seller may
32. terminate this agreement by a written notice of termination, which is delivered to the Buyer prior to the time the
33. Buyer provides the Seller with a written conditional loan commitment. Buyer hereby authorizes their lender to
34. disclose loan status information to REALTOR®/Brokers.
35. LAND \$ upon execution and delivery of Land Contract/Purchase Money Mortgage wherein the
36. CONTRACT balance of the purchase price shall be payable in equal monthly installments of \$ or more per
37. or month. The first installment shall be due and payable days after date of closing. The monthly
38. installment will include interest at % per annum. Interest shall commence on date of closing. The
39. PURCHASE entire balance shall be payable within months. In addition, Buyer agrees to pay all taxes and
40. MONEY insurance separately when due or monthly in addition to the above monthly payment.
41. OTHER FINANCING as set forth on the attached Financing Addendum.
42. 5. Earnest Money. The Buyer hereby deposits \$ 5,000.00 in form of wired with
43. title company escrowee, receipt of which is hereby acknowledged as earnest money evidencing the
44. Buyer's good faith to be held by said escrowee in trust and to apply on the purchase price. The Buyer agrees to deposit an
45. additional amount of \$ N/A as earnest money on or before N/A. If this offer is not accepted, or
46. the title is not marketable, or if the terms of this Agreement are contingent upon the ability to obtain a new mortgage or other
47. contingencies specified herein which cannot be met, said deposit or deposits shall, upon furnishing written proof said
48. contingency cannot be met, be refunded to the Buyer. In the event the Buyer and Seller both claim the earnest money deposit,

FN Buyer's Initials

Seller's Initials



ADDENDUM TO BUY AND SELL AGREEMENT



Addendum # 1

- 1. In reference to Buy and Sell Agreement between Firas Naji the Buyer
2. and City of New Buffalo the Seller, with a referenced contract
3. date of June 9, 2020, covering the real property located at
4. 435 S Whittaker St, New Buffalo, MI 49117-1763
5. the undersigned Buyer and Seller further agree:
6. Buyer to utilize a portion of the front of the 435 S Whittaker building for
7. retail/commercial use and shall utilize the rear of the building for commercial
8. warehouse. An occupancy permit shall be obtained within 1 year of purchase or property
9. shall revert to seller.
10.
11.
12.
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22.

23. The above is acknowledged by the Buyer and Seller to be a definite part of the Buy and Sell Agreement. In the event there is a
24. conflict between the Buy and Sell Agreement and this Addendum to Buy and Sell Agreement, this Addendum to Buy and Sell
25. Agreement shall prevail.

26. Date: Time: A.M. P.M.

27. By: Mario Zarantenello 08/17/2020 03:45 PM GMT
28. REALTOR Mario Zarantenello

Firas Naji 08/17/2020 05:17 PM GMT
Buyer Firas Naji

29. For: @Properties Michigan
30. Selling Office

Buyer

31. Date: Time: A.M. P.M.

32. By:
33. REALTOR

Seller City of New Buffalo

34. For:
35. Listing Office

Seller

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**COMMERCIAL-INDUSTRIAL REAL ESTATE
BUY & SELL AGREEMENT**

99. recommend a stake survey to determine the true and accurate boundaries of the Property. Buyer understands and agrees that the
100. REALTORS/Brokers have made no representations as to the location of the improvements and easements on the Property or the
101. boundaries of the Property nor assumed any responsibility for the representations made by the Seller of the location of the
102. improvements and easements on the Property and the boundaries of the Property. When closing occurs, Seller and Buyer shall
103. be deemed to have accepted the location of the improvements and easements on the Property and the boundaries of the Property.
104. **c. Title and Survey Approval:** If Buyer has an objection to items disclosed in the Commitment or the survey, Buyer shall
105. make written objections to Seller within 5 days after receipt of both the Commitment and survey. Upon the expiration
106. of such period, any item not objected to by Buyer or subsequently approved by Buyer in writing shall be deemed a permitted
107. exception ("Permitted Exception"). If Buyer makes objections, Seller shall have thirty (30) days from the date the objections
108. are made to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and
109. reasonable diligence to cure any objections, but only to the extent necessary to convey marketable title. If the objections are not
110. satisfied within the time period, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive
111. the unsatisfied objections and close the transaction.
112. **d. Inspections: (Check paragraph (1) and/or (2) or paragraph (3) below)** Unless Buyer waives inspections under
113. paragraph (3), Buyer shall have determined that the Property has no unacceptable, adverse environmental or physical condition
114. as provided below.
115. (1) **Environmental Assessment:** A Phase I environmental site assessment ("Phase I") on the Property shall be ordered
116. promptly upon acceptance of this Agreement at Seller's, or Buyer's expense from a reputable, qualified engineer,
117. acceptable to the Buyer. The Phase I shall be conducted in accordance with ASTM standards unless otherwise agreed and
118. may also include at Buyer's option the following:
119. (a) an investigation for the presence of asbestos, radon, lead or polychlorinated biphenyls (PCBs) on the Property; and/or
120. (b) an investigation to determine if the Property is located in any regulated or protected area under the jurisdiction of the
121. U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Michigan Department of Environmental
122. Quality, the Michigan Department of Natural Resources, the U.S. Fish and Wildlife Service or any other federal, state or
123. local agency.
124. If Buyer does not make a written objection to any problem(s) revealed in the report within _____ days of
125. _____, the Property shall be deemed to be acceptable. If Buyer determines that the
126. environmental condition is unsatisfactory, Seller shall have a reasonable period of time, not to exceed _____ days, to
127. remediate the condition to Buyer's satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses
128. to remediate, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive its objections
129. and close the transaction.
130. (2) **Physical Inspections:** Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at
131. Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by
132. Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following:
133. heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and
134. waste sewer, well/septic, geotechnical, other: all physical aspects of the building. If Buyer, in its
135. reasonable discretion, believes that an inspection report reveals a major defect in or with the Property, Buyer shall report
136. such defect in writing to Seller within 5 days of receiving inspection report. If Buyer
137. does not make a written objection to any problem(s) revealed in the report(s) within such time period, the Property shall be
138. deemed acceptable to Buyer. Seller shall have a reasonable period of time, not to exceed 20 days, to repair any such
139. major defect to Buyer's reasonable satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or
140. refuses to repair, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive its
141. objection and close the transaction.
142. (3) **Waiver of Inspections:** Buyer has been made aware that independent inspections disclosing the condition of the
143. Property are available, and Buyer has been afforded the opportunity to require such inspections as a condition of
144. this Agreement, however, Buyer waives the right to obtain inspections and relies upon the condition of the Property
145. based upon Buyer's own examination and releases Seller and listing and selling broker(s) from any and all liability
146. relating to any problem, defect or deficiency affecting the Property, which release shall survive the closing.
147. Buyer and its agents shall have the right to enter upon the Property upon reasonable advance notice and make all inspections
148. provided for herein. Buyer shall restore any damage to the Property resulting from the entry of Buyer or its agents and shall
149. indemnify, defend and hold harmless Seller as to any injury to persons or damage to their Property resulting from the negligence
150. of Buyer or its agents in conducting their activities on the Property.
151. ~~**e. Document Review:** Within _____ days from the date hereof, Seller shall provide Buyer with copies of all lease documents,~~
152. ~~management contracts, service contracts, and all other contracts relating to the operation of the Property. In addition, Seller shall~~
153. ~~provide _____ years' income and expense information for the Property. Buyer shall have _____ days to review the documentation~~
154. ~~set forth in this paragraph and, upon such review, may elect not to purchase the Property by providing written notice to Seller~~
155. ~~on or before the expiration of that review period, in which event the earnest money deposit shall be returned to Buyer and neither~~
156. ~~party shall have any further rights or obligations hereunder.~~

FN Buyer's Initials

Seller's Initials

**COMMERCIAL-INDUSTRIAL REAL ESTATE
BUY & SELL AGREEMENT**

157. **12. Property Condition.** Buyer has examined this Property and Buyer is satisfied with its present condition, except as may be
158. specified herein. Buyer understands and agrees that Buyer is purchasing the Property in an "AS IS" condition. Buyer
159. understands and agrees that the REALTORS®/Brokers do not warrant the condition of the Property nor assume any
160. responsibility for the representations made by the Seller pertaining to the condition of the Property or its use for any particular
161. purpose. It is further understood that no representations or promises have been made to Buyer by the Seller other than those
162. contained in this Agreement or as otherwise made or given by Seller to Buyer in a written representation statement. Buyer and
163. Seller both understand that the REALTORS®/Brokers are not environmental experts. Unless expressly contained in a written
164. instrument signed by the REALTOR®/Broker, the REALTOR®/Broker and REALTOR®/Broker's Salespersons have no
165. knowledge of and make no representations regarding the environmental conditions of the Property, the existence of underground
166. storage tanks at the Property now, or in the past, whether the Property is, has been or may be listed as a site of environmental
167. contamination, or whether any such sites are located in the proximity of the Property. Seller represents and warrants that to the
168. best of their knowledge, there has been no environmentally hazardous material placed, stored, or disposed of on the Property.
169. This representation and warranty shall survive the closing.
170. **13. Prorations and Special Assessments.** Interest on any debt assumed or taken subject to, any rents, all other income and ordinary
171. operating expenses of the Property, including but not limited to, public utility changes, shall be prorated as of the day prior to
172. the Closing Date. Any special assessments applicable to the Property for municipal improvements made to the benefit of the
173. Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing, or assumed by the
174. Buyer. At closing Buyer will assume and agree to pay, or Seller will agree to pay, all special assessments for municipal
175. improvements which are levied after acceptance of this Agreement.
176. **14. Sales Expenses.** All sales expenses are to be paid in cash prior to or at the closing.
177. **a. Seller's Expenses:** Seller shall pay all costs of releasing existing loans and recording the releases, 100.00 % of any closing
178. fee, preparation of Deed and Vendor's Affidavit, and other expenses stipulated to be paid by Seller under other provisions of this
179. Agreement.
180. **b. Buyer's Expenses:** Buyer shall pay all expenses incident to any new or assumed loan, 100.000 % of any closing fee, and
181. expenses stipulated to be paid by Buyer under other provisions of this Agreement.
182. **15. Duties of Buyer and Seller at Closing.**
183. **a. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:**
184. (1) A duly executed and acknowledged Warranty Deed conveying marketable title in fee simple to all of the Property, free and
185. clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted
186. Exception(s);
187. (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company in the amount of the purchase price,
188. dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject only to the Permitted Exception(s),
189. and deleting the standard printed exceptions contained in the usual form of the Title Policy;
190. (3) An executed Vendor's Affidavit, if required, in form acceptable to the Title Company;
191. (4) A Bill of Sale, duly executed by Seller, containing warranties of title, conveying title, free and clear of all liens, to any
192. personal Property specified in Paragraph 2;
193. (5) An assignment, duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to the extent
194. assignable, licenses and permits, warranties or guarantees, and to the extent agreed to be assumed by Buyer, all service,
195. maintenance, management or other contracts relating to the ownership or operation of the Property. Such assignment shall
196. include an indemnity from Seller in favor of Buyer with respect to all claims and obligations arising under such leases and
197. contracts prior to the Closing Date. If Buyer does not agree to assume any such contract, then Seller shall deliver evidence of
198. terminations of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder;
199. (6) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;
200. (7) A commercially acceptable estoppel certificate executed by all tenants setting forth the fact that there are no agreements not
201. reflected in the lease documents, that there are no defaults or rights of setoff under the leases, and that there has been no advance
202. payment of rent.
203. (8) Evidence of its capacity and authority for the closing of this transaction, including photo identification.
204. (9) Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real
205. Property Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is
206. exempt;
207. (10) All other executed documents necessary to close this transaction.

FN _____ Buyer's Initials

_____ Seller's Initials

**COMMERCIAL-INDUSTRIAL REAL ESTATE
BUY & SELL AGREEMENT**

208. **b. At the closing, Buyer shall perform, at Buyer's sole cost and expense, the following:**
209. (1) Pay the cash portion of the purchase price in the form of a cashier's check or other immediately available
210. funds;
211. (2) Execute any note(s) and mortgage(s) and cause the funds to be made available to the closing agent for disbursement;
212. (3) Provide evidence of its capacity and authority for the closing of this transaction, including photo identification.
213. (4) Provide to Buyer's lender any title policy as required by the holder(s) of the mortgage(s);
214. (5) An assumption agreement by Buyer (which may be included in Seller's assignment pursuant to Paragraph 15. a. (5) above)
215. with respect to leases assigned to Buyer and contracts, if any, which Buyer has agreed to assume. Such assumption agreement
216. shall include an indemnity from Buyer in favor of Seller as to claims and obligations arising under such leases and contracts
217. assumed by Buyer from and after the Closing Date;
218. (6) Execute all other documents necessary to close this transaction.
219. **16. Condemnation.** Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against
220. any portion of the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate this
221. Agreement by written notice to Seller within 10 days after Buyer is advised of the commencement of
222. condemnation proceedings, or (2) proceed with the closing, provided however, that Seller's interest in any award shall be at
223. Buyer's election, (a) become the Property of Seller and reduce the purchase price by the same amount or (b) shall become the
224. Property of Buyer and the purchase price shall not be reduced.
225. **17. Miscellaneous.**
226. (a) Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as
227. received by facsimile, express courier or United States mail (postage prepaid, certified and return receipt requested) addressed
228. to Seller or Buyer or their designee/agent at the address set forth below the signature of each party.
229. (b) This Agreement shall be construed in accordance with the laws of the State of Michigan.
230. (c) Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at
231. midnight of the date stated unless the parties agree otherwise in writing.
232. (d) This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal
233. representatives, successors, and assigns. No assignment of this Agreement shall release a party from liability for its obligations
234. hereunder.
235. (e) In the event any provision of this Buy and Sell Agreement is found to be unlawful, the remaining provisions shall remain
236. in full force and effect.
237. (f) This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.
238. (g) Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan
239. brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors, and
240. contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller are
241. free to select providers/inspectors other than those referred or recommended to them by Broker(s).
242. (h) Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Agreement
243. shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
244. (i) The parties agree that the offer, any counteroffer, acceptance of any offer or counteroffer and any other written notice or
245. communication in connection with this transaction may be delivered or given by sending or transmitting it by electronic mail
246. or by fax. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the
247. electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or
248. initials were present in the documents in the handwriting of each party. Seller and Buyer agree that all communications can
249. be made or delivered to listing agent on behalf of the Seller at the fax number and/or the email address indicated on lines 288
250. and 289 and to the Selling Agent on behalf of the Buyer at the fax number and/or the email address indicated on lines 268
251. and 269. Buyer represents and warrants that an electronic mail address has been provided to the Selling Agent from which
252. Buyer may receive electronic mail. Either party shall provide the other with notice of any change of electronic mail addresses.
253. (j) This agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart
254. were upon the same instrument.
255. (k) Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by
256. all necessary action to execute and deliver this Agreement on behalf of such party.
- 257.
258. **18. Consult Your Advisors.** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they should
259. seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any
260. real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer,
261. or other person, with experience in evaluating the condition of the Property, including the possible presence of asbestos,
262. hazardous and/or toxic materials and underground storage tanks.

FN _____ Buyer's Initials

_____ Seller's Initials

COMMERCIAL-INDUSTRIAL REAL ESTATE
BUY & SELL AGREEMENT

263. 19. Buyer's Offer. Unless previously withdrawn by the Buyer, the Seller must accept his offer in writing prior to
264. _____ at _____ (a.m., p.m., noon, midnight) or this offer shall terminate.
Date Time
265. Date: _____ Time: _____ A.M., P.M. Firas Najj 06/17/2020 05:17 PM GMT Buyer Signature
266. By: Mario Zarantenello 06/17/2020 03:45 PM GMT Firas Najj Printed
REALTOR® Signature (312) 925-8552 Phone No.
Mario Zarantenello
267. For: @Properties Michigan Buyer Signature
Selling Office (269) 469-8346 Phone No.
268. Selling Agent Fax No.: (269) 469-0711 Printed
269. Selling Agent Email Address: harborcountry@aol.com

270. 20. Seller's Acceptance: As owners and Sellers of the Property described herein, the undersigned accepts the above agreement
271. except _____
272. _____
273. _____
274. _____
275. _____
276. _____
277. this _____ day of _____, _____, and agrees to sell in accordance therewith and to pay the Listing
278. Office the brokerage fee for services rendered in this transaction, as stated in the Listing Agreement corresponding to the
279. Property described herein. In the event of an exception, unless previously withdrawn by the Seller, the Buyer must accept
280. this counter-offer in writing prior to _____ at _____ (a.m., p.m., noon, midnight) or this
Date Time
281. counter-offer shall terminate.
282. Seller understands that consummation of the sale or transfer of the Property described in this agreement shall not
283. relieve the Seller of any liability that Seller may have under the mortgage(s) to which Property is subject, unless
284. otherwise agreed to by the lender or required by law or regulation.

285. Date: _____ Time: _____ A.M., P.M. _____ Seller Signature
286. By: _____ City of New Buffalo Printed
REALTOR® Signature Phone No.
287. For: _____ Seller Signature
Listing Office Phone No.
288. Listing Agent Fax No.: _____ Printed
289. Listing Agent Email Address: _____

290. 21. Buyer's Receipt of Acceptance. Receipt is hereby acknowledged by Buyer of the Seller's acceptance of Buyer's agreement.
291. In the event acceptance was subject to certain changes from Buyer's agreement the Buyer agrees to accept said changes, all
292. other terms and conditions remain unchanged.

293. Date: _____ Time: _____ A.M., P.M. Firas Najj 06/17/2020 05:17 PM GMT Buyer
294. By: Mario Zarantenello 06/17/2020 03:45 PM GMT Buyer
REALTOR® Signature
Mario Zarantenello

295. 22. Seller's Receipt of Acceptance. Receipt is hereby acknowledged by Seller of the Buyer's acceptance of Seller's counter-offer.

296. Date: _____ Time: _____ A.M., P.M. _____ Seller
297. By: _____ Seller
REALTOR® Signature



Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
(a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
(b) The performance of the terms of the service provision agreement.
(c) Loyalty to the interest of the client.
(d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
(e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
(f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
(g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
(a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
(b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
(c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
(d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
(e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

FN Buyer's Initials

Seller's Initials

Disclosure Regarding Real Estate Agency Relationships

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE

REALTOR hereby discloses the following relationship:
(check one from each column)

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| with the BUYER <input checked="" type="checkbox"/> Buyer's Agent <input type="checkbox"/> Buyer's Agent - Limited Service Agreement <input type="checkbox"/> Dual Agent <input type="checkbox"/> Transaction Coordinator <input type="checkbox"/> None of the Above | AND | with the SELLER <input type="checkbox"/> Seller's Agent <input type="checkbox"/> Seller's Agent - Limited Service Agreement <input type="checkbox"/> Dual Agent <input type="checkbox"/> Transaction Coordinator <input checked="" type="checkbox"/> None of the Above |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

AFFILIATED LICENSEE DISCLOSURE (Check one)

Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

| | |
|-----------------------------------------------------------|------|
| Mario Zarantenello <small>06/17/2020 03:45 PM GMT</small> | Date |
| Licensee | Date |

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

The undersigned Does Does Not have an agency relationship with any other real estate licensee.
If any agency relationship exists, the undersigned is represented as a Seller Buyer.

| | | |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------|
| Firas Naji <small>06/17/2020 05:17</small> | Potential <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller (check one) | Date |
| Firas Naji | Potential <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller (check one) City of New Buffalo | |

CERTIFICATE OF SURVEY

I, MICHAEL A. FREEHLING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 40159, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:
 LOTS 15, 16, 17 AND 19, BLOCK 7, MARQUETTE SUBDIVISION TO THE VILLAGE, NOW CITY OF NEW BUFFALO, MARQUETTE SUBDIVISION CONSISTING OF SUBDIVISION OF BLOCKS 42, 43, 53, 54, 215, 216 AND 217, VIRGINIA ADDITION TO THE VILLAGE, NOW CITY, OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 23, 1920, IN VOLUME 6 OF PLATS, PAGE 25, BERRIEN COUNTY RECORDS.

LOTS 14, 15, 16, AND 17, BLOCK 4, MARQUETTE SUBDIVISION TO THE VILLAGE, NOW CITY OF NEW BUFFALO; MARQUETTE SUBDIVISION CONSISTING OF SUBDIVISION OF BLOCKS 42, 43, 53, 54, 215, 216 AND 217, VIRGINIA ADDITION TO THE VILLAGE, NOW CITY, OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 23, 1920, IN VOLUME 6 OF PLATS, PAGE 25, BERRIEN COUNTY RECORDS.

ENTIRE LOT 12 AND THE SOUTHEAST 18 FEET OF LOT 11, BLOCK 6, MARQUETTE SUBDIVISION TO THE VILLAGE, NOW CITY OF NEW BUFFALO; MARQUETTE SUBDIVISION CONSISTING OF SUBDIVISION OF BLOCKS 42, 43, 53, 54, 215, 216 AND 217, VIRGINIA ADDITION TO THE VILLAGE, NOW CITY, OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 23, 1920, IN VOLUME 6 OF PLATS, PAGE 25, BERRIEN COUNTY RECORDS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

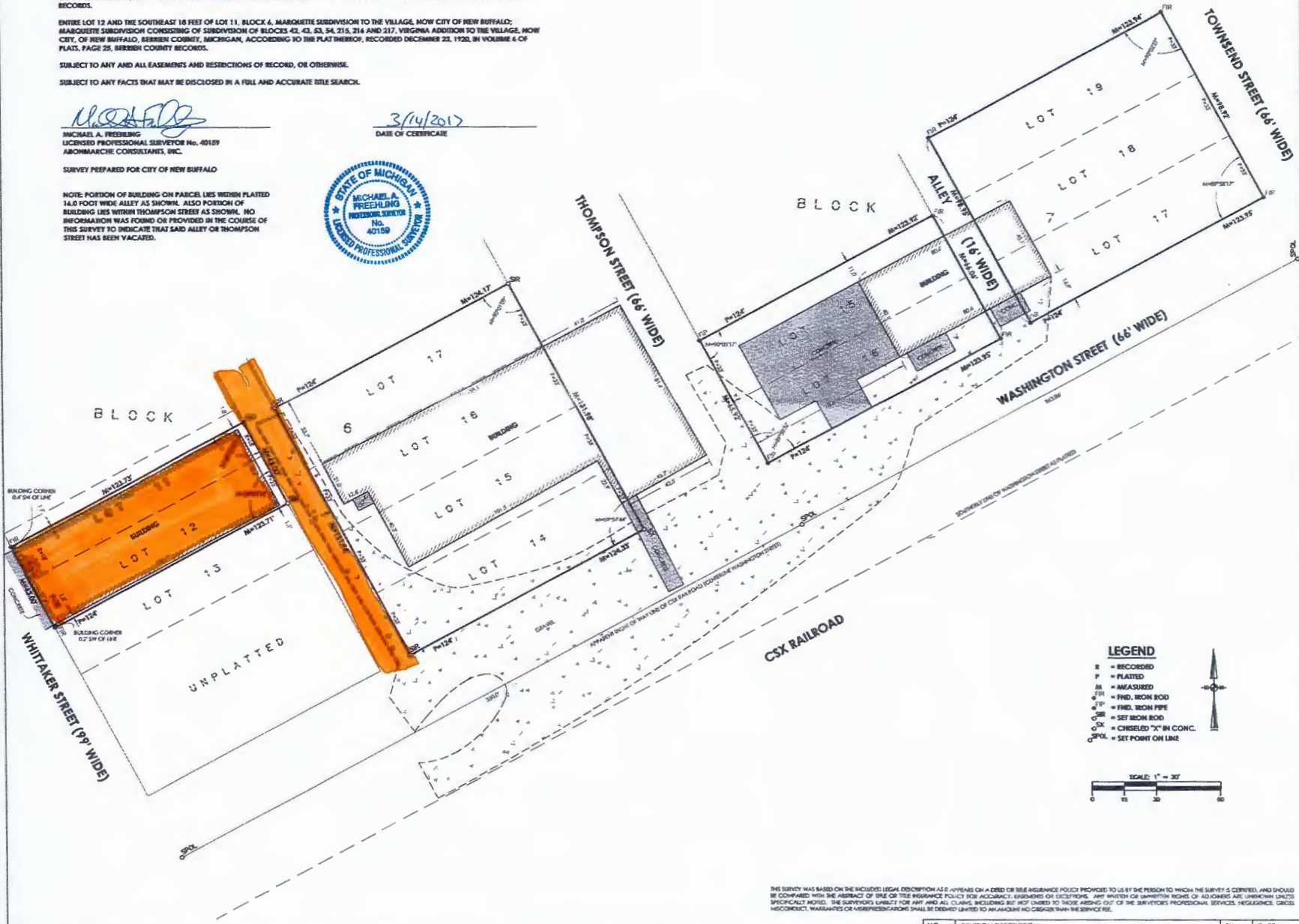
SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

[Signature]
 MICHAEL A. FREEHLING
 LICENSED PROFESSIONAL SURVEYOR No. 40159
 ABONMARCHÉ CONSULTANTS, INC.

3/14/2017
 DATE OF CERTIFICATE

SURVEY PREPARED FOR CITY OF NEW BUFFALO

NOTE: PORTION OF BUILDING ON PARCEL LIES WITHIN PLATTED 14.0 FOOT WIDE ALLEY AS SHOWN. ALSO PORTION OF BUILDING LIES WITHIN THOMPSON STREET AS SHOWN. NO INFORMATION WAS FOUND OR PROVIDED IN THE COURSE OF THIS SURVEY TO INDICATE THAT SAID ALLEY OR THOMPSON STREET HAS BEEN VACATED.



LEGEND

- R = RECORDED
- P = PLATTED
- M = MEASURED
- FR = FND. FROM ROD
- FP = FND. FROM PIPE
- SE = SET FROM ROD
- CSX = CHISELED "X" IN CONC.
- SPOL = SET POINT ON LINE

SCALE: 1" = 30'

BY: DATE:

ABONMARCHÉ

95 West High Street
 Benton Harbor, MI, 49022
 P 268.927.1017
 abonmarche.com
 connecticut.abonmarche.com/new-hc

Beth Crook
 Kevin Horner
 Lorraine
 South Bend
 South Haven
 Valparaiso

Engineering - Architecture - Land Surveying

BOUNDARY SURVEY
 435 S WHITTAKER
 426 S THOMPSON
 433 S THOMPSON

PART OF BLOCKS 6 & 7
 MARQUETTE SUBDIVISION
 CITY OF NEW BUFFALO
 BERRIEN COUNTY, MICHIGAN

SHEET TITLE:
 DRAWN BY: MAF
 DESIGNED BY:
 PM REVIEW:
 QA/QC REVIEW: MGR
 DATE: 3/10/2017
 SCALE:
 HORZ: 1"=30'
 VERT:
 ACT JOB # 17-0239

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR THE INSURANCE POLICY FOR ACCURACY. EASEMENTS OR EJECTMENTS, ANY WHETHER OR SUPERIOR RIGHTS OF ADJACENTS ARE UNLESS SPECIFICALLY NOTED. THE SURVEYORS ACCEPT FOR ANY AND ALL CLAIMS INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYORS PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR REPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

| NO. | REVISION DESCRIPTION: | BY: | DATE: |
|-----|-----------------------|-----|-------|
| | | | |

Todd and Lori Robinson
320 S. Marshall St.
New Buffalo, MI 49117

June 15, 2020

David Richards
City Manager
City of New Buffalo
224 W. Buffalo St.
New Buffalo, MI 49117

Dear Mr. Richards,

We would like to take this opportunity to update our proposal to purchase the properties at 435 S. Whittaker, 426 S. Thompson and 433 S. Thompson New Buffalo, MI that was submitted to you on February 19, 2020 in the amount of \$73,093 which was based on the amount of City property cost and expenses.

At that time of the above offer we were under the impression that all 3 properties were for sale. Since that time, we have been informed the the only property for purchase is 435 S. Whittaker New Buffalo.

At this time we would like to propose an offer of \$35,000 for the purchase of 435 S. Whittaker which covers the City's property cost and expenses.

Our intentions for the use of the property would be two fold. The front half would be rented out for new business and the back half would become our workshop and office space.

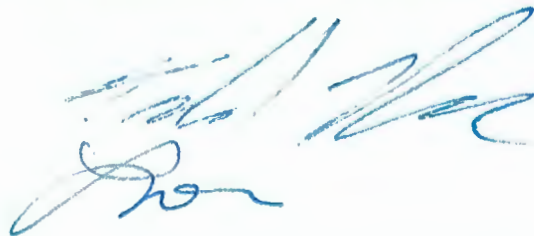
I am in the construction business and we are able to do much of the work myself to update the interior as well as the exterior of the building to improve the curb appeal as people come into our city. Our plan is to start the renovations as soon as possible, finish and get the front space rented out in accordance with the new bid requirements.

My wife Lori and I are both residents as well as business owners in New Buffalo. It has been our dream to become a bigger part of the business community. We have been searching a long time for the right property and situation to come along and we believe that this is the perfect opportunity for us as well as the City of New Buffalo.

We look forward to being a part of the business community and we thank you for your consideration.

In Regards,

Todd and Lori Robinson





REQUEST FOR SEALED BIDS TO PURCHASE 435 S. Whittaker Street

The City of New Buffalo is requesting sealed bids until 3:30 PM EST on Friday, June 19, 2020 for the sale of the building located at 435 S. Whittaker Street, New Buffalo, MI 49117. The building has 4,800 square feet of retail space on .12 acres of property located at 435 S. Whittaker Street, New Buffalo, MI 49117.

Previous bidders will be offered an opportunity to rebid. Bids should contain a proposal for the intended use of the building. Bids shall be clearly marked on the outside of the envelope "Purchase of 435 S. Whittaker Street."

The sale of the property shall include a deed restriction that an occupancy permit must be obtained within one year of purchase or the City will be allowed to reacquire the property at the original purchase price. No bid shall be withdrawn for a period of 60 days and the City reserves the right to reject any or all bids and waive any irregularities in the bidding process.

Amy Fidler, City Clerk
City of New Buffalo
269-469-1500
afidler@cityofnewbuffalo.org

J.
TBC

Lori D. Jarvis Register Of Deeds

Berrien County, Michigan

Rec \$10.00 Remon \$4.00 Tax Crt \$0.00 Recorded AUGUST 17, 2015 03:55:32 PM Liber 3112 Page 0340-0340 Receipt # 337853 Q DEED #2015128757



Liber 3112 Page 0340



QUIT CLAIM DEED

The Grantor, Berrien County Treasurer Bret Witkowski, acting in his official capacity as Berrien County Treasurer and Foreclosing Governmental Unit, whose address is 701 Main Street, St. Joseph, Michigan 49085, pursuant to the General Property Tax Act, Public Act, Public Act 208 of 1893, as amended, having obtained a Judgment of Foreclosure, recorded at Liber 3102 Page 1410, and after having granted the State of Michigan, and Cities, Townships, and Villages within Berrien County, and Berrien County, in that order, the right of first refusal to purchase property within the respective units, hereby conveys and quit claims to Grantee(s) CITY OF NEW BUFFALO,

and, of 224 W BUFFALO, NEW BUFFALO, MI 49117, any and all of Grantor's lawful rights, title and interest in the following described real property located in the CITY OF NEW BUFFALO, County of Berrien, State of Michigan, subject to any easements, road right of ways, and building and use restrictions of record and the lien of taxes not yet due and payable, to-wit:

Property ID Number: 62-9900-0119-00-3

Property Address: 436 S WHITTAKER ST

Legal Description:

ENTIRE LOT 12 & THE SE 18' OF LOT 11 BLK 6 MARQUETTE SUB OF ENTIRE BLOCKS 42, 43, 54, 215, 217 & PARTS OF BLKS 53,216 VIRGINIA CO ADD TO VILLAGE OF NEW BUFFALO

Store Front on Whittaker

In consideration of the sum of: Twelve Thousand Three Hundred Thirty-Two and NO/100 Dollars (\$ 12,332.00)

That Grantor grants to Grantee(s) the right to make any and all lawful divisions to the land, pursuant to Section 108 of the Land Division Act, Public Act 288 of 1967, as amended.

That the property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

GRANTOR

STATE OF MICHIGAN }
BERRIEN COUNTY } ss

By: Bret Witkowski
Bret Witkowski, Berrien County Treasurer

On the 17th day of August, 2015, Bret Witkowski appeared before me, a Notary Public, in said County, and executed this instrument on behalf of Berrien County as its County Treasurer.

/s/ Shelly Weich
Shelly Weich

Notary public, State of Michigan, County of Berrien.
My commission expires 8-24-2019

Form Drafted By:
Donna B. Howard, Esq.
701 Main Street
St. Joseph, MI 49085

Send Recorded Deed and Future Tax Bills to:
CITY OF NEW BUFFALO
224 W BUFFALO
NEW BUFFALO, MI 49117

** This Transfer is exempt from real estate transfer taxes pursuant to MCL 207.526(h)(i) and MCL 207.505(h)(i).

Berrien County Register of Deeds
Received: 8/17/2015 2:50 PM

11-62-4900-0119-00-3

| | A | B | C | D | E |
|----|--------------------------|----------------------------|------------------------|------------------------|------------------------|
| 1 | BID TAB SHEET | | | | |
| 2 | Storage Bldg. Demolition | | | | |
| 3 | June 19 @ 3:30 pm | | | | |
| 4 | | | | | |
| 5 | <u>VENDOR</u> | <u>BID AMOUNT</u> | <u>ALTERNATE NO. 1</u> | <u>ALTERNATE NO. 2</u> | <u>ALTERNATE NO. 3</u> |
| 6 | Todd and Lori Robinson | \$ 35,000.00 AF NG. | | | |
| 7 | Firas Najj | \$ 139,000.00 AF NG. | | | |
| 8 | | | | | |
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| 15 | | | | | |

City of New Buffalo

Road Condition Overview & Improvement Strategy

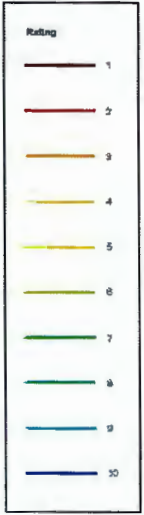


Background

- In 2017 the City of New Buffalo undertook an evaluation of roads in the community as part of planned infrastructure improvements.
- A Pavement Surface Evaluation Rating (PASER) was conducted on every street in the City of New Buffalo.

| Quality | Rating | Treatment |
|-----------|--------|-----------------------------------------|
| Excellent | 9-10 | No Maintenance Required |
| Good | 7-8 | Routine Maintenance |
| Fair | 5-6 | Surface Repairs, partial depth patching |
| Poor | 3-4 | Extensive slab or joint rehabilitation |
| Failed | 1-2 | Reconstruction |





Background

Based on the information gleaned from the PASER assessment, the City began a series of investments in the community's road system. This work was partially funded with a voter supported 15 year bond in the amount of \$4,000,000. Following is an overview of the investments made with those funds:

- Downtown Streets Improvement Project - \$4,150,000 (includes utilities)
- Clay Street Reconstruction Project - \$1,289,610.22 (includes utilities)
- 2018 Street Resurfacing Project - \$640,373.33
- 2019 Street Resurfacing Project - \$547,850.72



Roadway Improvements 2017 - 2019



- 2018 Completed Reconstruct and Resurface Projects
- Chip Seal
- Overlay
- Mill and Overlay

0 250 500 1,000 1,500 2,000 Feet
1 inch = 750 feet

Prepared March 2019 by:
ABONMACHE



Getting the remaining roads in the community to “good” status

- Much progress has been made since 2017 to improve the road network in the community; however, much more needs to be done.
- Due to decades of disinvestment in the community’s infrastructure, many roads have surpassed their useful life, are literally falling apart and in need of complete reconstruction. Additionally, the roads which were recently completed need continued investment for regular maintenance in order to maximize the value of the community’s investment.
- The value of the PASER ratings is they can be entered into the Roadsoft Software Suite to determine a community’s infrastructure investment needs.

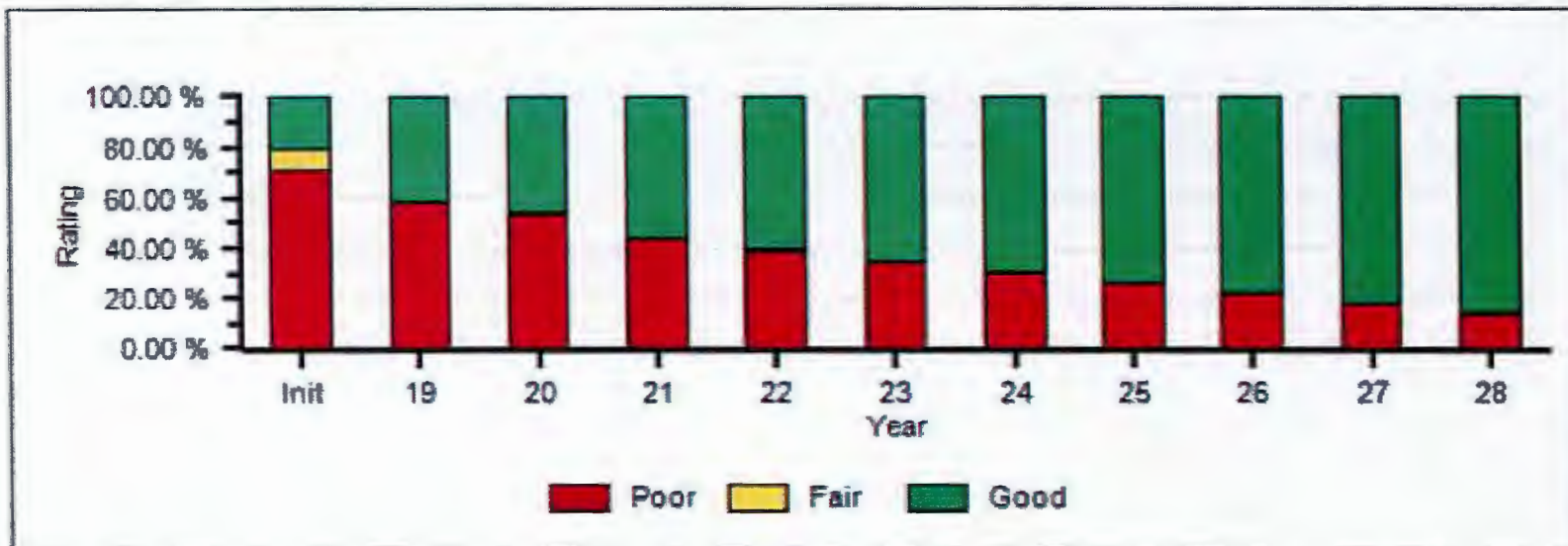


Approach to Additional Road Improvements

- Based on the Roadsoft Analysis, the community needs to spend \$1M per year for the next 10 years on construction and maintenance to get 85% of the roads in the community to a rating of “good”.
- This could be achieved by doing \$1M in work per year or undertaking one large \$10M project over a 12-24 month period. This would position the City to be in the best negotiating/bidding position with potential contractors as it would be one of the larger bid packages for this type of work released in the area.
- Assuming a 20 year loan with 4% interest rate, the annual payment from the City would be \$60,598.03. This 20 year period aligns with the typical lifecycle of a road creating a pay as you go strategy for the community.



Getting to 85% good roads = \$10,000,000





Merchant Street
Complete Reconstruction



Thompson Street
Micro Overlay - Maintenance





Michigan Street
Reconstruction



Indiana Street
Complete Reconstruction



Cost of funding \$10M of Road Improvements

City of New Buffalo 2020 Taxable Value \$244,645,080

| Tax Rate | Tax Raised | Tax based on taxable value | | | | | | | | | |
|----------|---------------|----------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--|--|
| | | \$100,000 home | \$150,000 home | \$200,000 home | \$250,000 home | \$300,000 home | \$350,000 home | \$400,000 home | \$450,000 home | | |
| 0.25 | \$ 61,161.27 | \$ 13 | \$ 19 | \$ 25 | \$ 31 | \$ 38 | \$ 44 | \$ 50 | \$ 56 | | |
| 0.50 | \$ 122,322.54 | \$ 25 | \$ 38 | \$ 50 | \$ 63 | \$ 75 | \$ 88 | \$ 100 | \$ 113 | | |
| 0.75 | \$ 183,483.81 | \$ 38 | \$ 56 | \$ 75 | \$ 94 | \$ 113 | \$ 131 | \$ 150 | \$ 169 | | |
| 1.00 | \$ 244,645.08 | \$ 50 | \$ 75 | \$ 100 | \$ 125 | \$ 150 | \$ 175 | \$ 200 | \$ 225 | | |
| 1.25 | \$ 305,806.35 | \$ 63 | \$ 94 | \$ 125 | \$ 156 | \$ 188 | \$ 219 | \$ 250 | \$ 281 | | |
| 1.50 | \$ 366,967.62 | \$ 75 | \$ 113 | \$ 150 | \$ 188 | \$ 225 | \$ 263 | \$ 300 | \$ 338 | | |
| 1.75 | \$ 428,128.89 | \$ 88 | \$ 131 | \$ 175 | \$ 219 | \$ 263 | \$ 306 | \$ 350 | \$ 394 | | |
| 2.00 | \$ 489,290.16 | \$ 100 | \$ 150 | \$ 200 | \$ 250 | \$ 300 | \$ 350 | \$ 400 | \$ 450 | | |
| 2.25 | \$ 550,451.43 | \$ 113 | \$ 169 | \$ 225 | \$ 281 | \$ 338 | \$ 394 | \$ 450 | \$ 506 | | |
| 2.50 | \$ 611,612.70 | \$ 125 | \$ 188 | \$ 250 | \$ 313 | \$ 375 | \$ 438 | \$ 500 | \$ 563 | | |
| 2.75 | \$ 672,773.97 | \$ 138 | \$ 206 | \$ 275 | \$ 344 | \$ 413 | \$ 481 | \$ 550 | \$ 619 | | |
| 3.00 | \$ 733,935.24 | \$ 150 | \$ 225 | \$ 300 | \$ 375 | \$ 450 | \$ 525 | \$ 600 | \$ 675 | | |



Proposed Millage to Fix the Roads

The following millage proposal is requested for the November 3, 2020 ballot:

Shall the City of New Buffalo impose an additional millage of up to 0.25 mills (\$0.25 per thousand dollars of taxable value) for a period of 20 years (2021 through 2025 inclusive) for the purpose of constructing, improving, repairing, and maintaining public roads, and shall the city be authorized to levy this millage on all taxable property in the city raising an estimated \$61,161 in the first year of the levy?

(To the extent required by law, a portion of the tax levy will be captured by the Downtown Development Authority of the City of New Buffalo)

YES _____

NO _____





**CITY OF NEW BUFFALO
CITY COUNCIL**

BERRIEN COUNTY, MICHIGAN

RESOLUTION NO. 20.24

Moved by Council member _____, supported by Council member _____.

**A RESOLUTION TO AUTHORIZE A BALLOT PROPOAL FOR A ROAD
MILLAGE**

WHEREAS, the City Council wishes to provide additional construction, improvements, and maintenance on public streets and highways within the City of New Buffalo.

WHEREAS, pursuant to the Michigan Constitution, Article IX, §31, may levy additional taxes only with the approval of a majority of the qualified electors of the City voting thereon.

WHEREAS, the City Council desires to place before the voters during the regular election on November 3, 2020, the question of whether to authorize a road millage of up to .25 mills for a period of 20 years.

NOW, BE IT THEREFORE RESOLVED:

1. The following proposition shall be submitted to the electors of the City at the regular election to be held on November 3, 2020:

PROPOSAL FOR ROAD MILLAGE

Shall the City of New Buffalo impose an additional millage of up to 0.25 mills (\$0.25 per thousand dollars of taxable value) for a period of 20 years (2021 through 2025 inclusive) for the purpose of constructing, improving, repairing, and maintaining public roads, and shall the city be authorized to levy this millage on all taxable property in the city raising an estimated \$61,161 in the first year of the levy?

(To the extent required by law, a portion of the tax levy will be captured by the Downtown Development Authority of the City of New Buffalo)

YES _____

NO _____

2. The City Clerk, the City Attorney, and all other City officials are authorized and directed to take any and all actions necessary to have this proposal placed on the ballot for the regular election to be held on November 3, 2020.



3. All resolutions in conflict in whole or in part with this resolution are revoked to the extent of such conflict.

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

CERTIFICATION

This is a true and complete copy of Resolution No. ____ adopted at a meeting of the City Council held on _____, 2020.

_____, City Clerk

City of New Buffalo

Parks Millage Update & Request for Renewal Language Approval



Background

- In 2006, citizens of the City of New Buffalo voted to enact a 5-year, almost .5 mill city parks millage that would be dedicated to improving and maintaining the community's parks.
- Residents voted to continue the millage in 2011 and again in 2016.
- With the pending expiration of the 2016 millage, the City Council must vote to request the millage be brought back before the voters with language submitted to the Berrien County Clerk by August 11th for placement on the November 3rd ballot
- If approved, property owners would not see an increase in taxes, only a continuation of what they are currently paying



Benefits of Well Maintained Parks

Parks provide value to all members of our community through a variety of ways

- Provides gathering places for families and social groups
- Creates access to recreational space for persons of all ages and abilities
- Decreases the level of crime and vandalism in a community
- Increases property values
- Improves water quality through improved stormwater management



Projects from the 2016 5-year millage

- Oselka Park Baseball Field Reconstruction (\$8,000)
- Perma Screen for Dugouts (\$1,600)
- Dune Walk Repairs (\$52,370)
- Beach Rake (\$41,000)
- Beach ADA Walkway Replacement (\$36,781)
- Beach Swing Set (\$4,340)
- Beach & marina trash cans (\$3,503)
- Sun Shades at Beach/Marina/Oselka Park (\$33,555)
- Lion's Park Pavilion Roof (\$4,959)



Projects from the 2016 5-year millage

- Picnic tables and grills (\$8,990)
- Beach Parking Lot Sealing/Striping (\$25,563)
- New Playground Equipment at Beach (\$66,728)
- Marina Window Replacement (\$2,777)
- Marina Concrete Pad (\$4,900)
- Pay by Plate Parking System (\$50,295)
- Lighthouse Repair and Painting (\$4,800)
- Beach Shower/Foot Wash (\$4,150)
- Repair and Paint Marina Bathrooms (\$6,400)
- Electrical hookups at Lion's Pavilion (\$2,320)





Proposed Ballot Language

The following millage proposal is requested for the November 3, 2020 ballot:

Shall the previously-voted millage to fund park improvements in the City of New Buffalo, as reduced by the required millage rollback, be renewed at 0.4599 mills (\$0.4599 per thousand dollars of taxable value) for a period of 5 years (2021 through 2025 inclusive) and shall the city be authorized to levy this millage on all taxable property in the city raising an estimated \$112,512 in the first year of the levy?

(To the extent required by law, a portion of the tax levy will be captured by the Downtown Development Authority of the City of New Buffalo)

YES _____

NO _____



Impact on Community Property Owners

City of New Buffalo 2020 Taxable Value \$244,645,080

| Tax Rate | Tax Raised | Tax based on taxable value | | | | | | | | |
|----------|---------------|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|--|
| | | <u>\$100,000 home</u> | <u>\$150,000 home</u> | <u>\$200,000 home</u> | <u>\$250,000 home</u> | <u>\$300,000 home</u> | <u>\$350,000 home</u> | <u>\$400,000 home</u> | <u>\$450,000 home</u> | |
| 0.25 | \$ 61,161.27 | \$ 13 | \$ 19 | \$ 25 | \$ 31 | \$ 38 | \$ 44 | \$ 50 | \$ 56 | |
| 0.50 | \$ 122,322.54 | \$ 25 | \$ 38 | \$ 50 | \$ 63 | \$ 75 | \$ 88 | \$ 100 | \$ 113 | |
| 0.75 | \$ 183,483.81 | \$ 38 | \$ 56 | \$ 75 | \$ 94 | \$ 113 | \$ 131 | \$ 150 | \$ 169 | |
| 1.00 | \$ 244,645.08 | \$ 50 | \$ 75 | \$ 100 | \$ 125 | \$ 150 | \$ 175 | \$ 200 | \$ 225 | |
| 1.25 | \$ 305,806.35 | \$ 63 | \$ 94 | \$ 125 | \$ 156 | \$ 188 | \$ 219 | \$ 250 | \$ 281 | |
| 1.50 | \$ 366,967.62 | \$ 75 | \$ 113 | \$ 150 | \$ 188 | \$ 225 | \$ 263 | \$ 300 | \$ 338 | |
| 1.75 | \$ 428,128.89 | \$ 88 | \$ 131 | \$ 175 | \$ 219 | \$ 263 | \$ 306 | \$ 350 | \$ 394 | |
| 2.00 | \$ 489,290.16 | \$ 100 | \$ 150 | \$ 200 | \$ 250 | \$ 300 | \$ 350 | \$ 400 | \$ 450 | |
| 2.25 | \$ 550,451.43 | \$ 113 | \$ 169 | \$ 225 | \$ 281 | \$ 338 | \$ 394 | \$ 450 | \$ 506 | |
| 2.50 | \$ 611,612.70 | \$ 125 | \$ 188 | \$ 250 | \$ 313 | \$ 375 | \$ 438 | \$ 500 | \$ 563 | |
| 2.75 | \$ 672,773.97 | \$ 138 | \$ 206 | \$ 275 | \$ 344 | \$ 413 | \$ 481 | \$ 550 | \$ 619 | |
| 3.00 | \$ 733,935.24 | \$ 150 | \$ 225 | \$ 300 | \$ 375 | \$ 450 | \$ 525 | \$ 600 | \$ 675 | |





CITY OF NEW BUFFALO CITY COUNCIL BERRIEN COUNTY, MICHIGAN

RESOLUTION NO. 20.25

Moved by Council member _____, supported by Council member _____.

A RESOLUTION TO AUTHORIZE A BALLOT PROPOAL FOR A MILLAGE RENEWAL TO FUND PARK IMPROVEMENTS

WHEREAS, the City Council has determined that it is necessary to continue to levy a millage to fund parks improvements in the City of New Buffalo; and

WHEREAS, the current levy for parks is set to expire on December 31, 2020; and

WHEREAS, the City Council desires to place before the voters during the regular election on November 3, 2020, the question of whether to renew the existing millage for an additional 5 years.

NOW, BE IT THEREFORE RESOLVED:

1. The following proposition shall be submitted to the electors of the City at the regular election be held on November 3, 2020:

PROPOSAL FOR PARK IMPROVEMENT

MILLAGE RENEWAL

Shall the previously-voted millage to fund park improvements in the City of New Buffalo, as reduced by the required millage rollback, be renewed at 0.4599 mills (\$0.4599 per thousand dollars of taxable value) for a period of 5 years (2021 through 2025 inclusive) and shall the city be authorized to levy this millage on all taxable property in the city raising an estimated \$112,512 in the first year of the levy?

(To the extent required by law, a portion of the tax levy will be captured by the Downtown Development Authority of the City of New Buffalo)



YES _____

NO _____

2. The City Clerk, the City Attorney, and all other City officials are authorized and directed to take any and all actions necessary to have this proposal placed on the ballot for the regular election to be held on November 3, 2020.

3. All resolutions in conflict in whole or in part with this resolution are revoked to the extent of such conflict.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

This is a true and complete copy of Resolution No. _____ adopted at a meeting of the City Council held on _____, 2020.

_____, City Clerk

Dave Richards

From: Rich Killips
Sent: Thursday, July 23, 2020 10:58 AM
To: Dave Richards
Cc: Amy Fidler
Subject: Council meeting

Please see the below regarding Public Safety Grants:

The Michigan Department of Treasury has introduced two grant programs for municipalities to recover public safety costs that were incurred during the COVID pandemic and to cover the cost of hazard pay for first responders.

- *Grant 1: Public Safety and Public Health Payroll Reimbursement Program.* If we are successful in securing this first grant, all payroll costs for our Police Department for the months of April and May would be reimbursed by the state. This grant program only had a 10 day application period which forced us to complete the application and submit it to the state. If the Council wishes to not apply for this funding, the application can be withdrawn.
- *Grant 2: First Responder Hazard Pay Premiums Program.* This program reimburses municipalities the cost of hazard pay that was or will be paid to their first responders that had to work during the pandemic. It reimburses up to \$1000.00 per eligible employee. To date, we have not paid hazard pay but we wish to pay our employees that worked during that time a hazard pay, one time, salary adjustment of \$1000.00 (40hr employee) and \$500.00 for PT employees. This hazard pay *can* be paid contingent upon the city being awarded this grant. The total cost is \$13,500 and the available funds for this program are first come first serve, so time is of the essence on this program also.

Please let me know what additional information you would like on this.
Rich

Rich Killips
Chief of Police

New Buffalo City Police Department
224 W. Buffalo St. New Buffalo Mi. 49117
269-469-1593 Office
269-469-2110 Fax



Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
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Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Application Instructions

The purpose of this document is to provide guidance to eligible applicants that would like to apply for Coronavirus Relief Funding under the Michigan Department of Treasury's First Responder Hazard Pay Premiums Program.

To receive reimbursement, eligible applicants must review, complete, and sign this entire application packet. All pages will either be initialed or signed. Pages 1 through 15 must be returned to the Michigan Department of Treasury via email or fax, as outlined in the document.

If you need to enter more employees than the Hazard Pay Premiums Payment Report (page 13) will allow, the data for the remaining employees must be submitted on additional reports. An excel template can be found at https://www.michigan.gov/treasury/0,4679,7-121-1751_2197-532758--,00.html

Signatures are required on pages 10 and 15. After verifying the entire application packet and reviewing all the requirements and terms and conditions of the grant, the same person needs to initial and date each page and sign both pages 10 and 15. The contact person on Form 5723, the signatory on that form, the page initials, and the certification at the end of the packet must all be the same person.

Questions, contact the Michigan Department of Treasury at: Treas-CARES@michigan.gov or 517-335-0155.

Michigan Department of Treasury

First Responder Hazard Pay Premiums Program (FRHPPP)

Program Information

Program Description

The program was created by 2020 Public Act 123 to reimburse and/or pay for qualifying first responder hazard pay premiums provided to first responders who have performed hazardous duty or work involving physical hardship related to COVID-19. The program is funded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136.

Reimbursements and payments will be on a first-come, first-served basis. An application is deemed to be submitted when all required supporting documentation has been emailed or faxed to the Michigan Department of Treasury.

Eligible Expenditures

Eligible hazard pay premiums must be paid to employees by September 30, 2020 to qualify for the program.

Eligible hazard pay premiums are for:

- Law Enforcement Officers
- Firefighters
- Emergency Medical Technicians (EMTs)
- Paramedics
- 9-1-1 Operators
- Local Unit of Government Corrections Officers
- Airport Public Safety Officers
- Eligible personnel associated with ambulance operations licensed under section 20920 of the Public Health Code (1978 PA 368; MCL 333.20920)
- Private EMTs and paramedics that contract with municipalities or hospitals, if the hazard pay premiums are paid through the applicant

Eligible Applicants

- Cities
- Villages
- Townships
- Counties
- Public Airport Operators
- Ambulance Operations licensed under section 20920 of the Public Health Code (1978 PA 368; MCL 333.20920)

Available Program Amount

- \$100,000,000

Maximum Available Limits

- \$1,000 per eligible employee
- \$5,000,000 to any one applicant

Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Program Information

Application Period

- July 7 – September 30, 2020

Method of Submission

- The entire application packet must be submitted, with all the required forms, signatures, and initials, to the Michigan Department of Treasury via Email (Treas-CARES@michigan.gov) or fax (517-335-3298) by 11:59 p.m. EST on the last day of the application period.

Distributions

- Payments and Reimbursements will be on a first-come, first-served basis.
- Payments will be made no later than November 14, 2020.

Reporting Requirements

1. Each eligible applicant that applies for a subaward must register with the Federal System for Award Management (SAM). For applications submitted on or before July 26, 2020 the applicant has until July 26, 2020 to register in the SAM system. Applicants that apply after July 26, 2020, must register in the SAM system prior to sending an application to the Michigan Department of Treasury. The SAM website is: <https://www.sam.gov/SAM/>.
2. Each applicant must fully complete and return the application packet by the submission deadline with each page dated and initialed including the completion of the following documents in the packet:
 - a. FRHPPP Reimbursement Request (Form 5723)
 - b. Hazard Pay Premiums Payment Report
 - c. Certification

The Michigan Department of Treasury may request an applicant to submit detailed backup (including payroll reports) to support the hazard pay premiums requested to be reimbursed/paid. Please do not submit any detailed backup unless the Michigan Department of Treasury requests submission from the applicant.

Contact Information

Treasury CARES Grant Programs Hotline
517-335-0155

Email Address
Treas-CARES@michigan.gov

Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Subrecipient Information

Subrecipient Information

Funds were awarded to the State of Michigan as Federal Financial Assistance from the U.S. Department of Treasury. The funds were awarded under the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") <https://home.treasury.gov/policy-issues/cares/state-and-local-governments> as the Coronavirus Relief Fund (CRF).

CFDA #: 21.019

FAIN #: SLT0040 and SLT0247

Coronavirus Relief Funds are considered federal financial assistance and have been assigned a Catalog of Federal Domestic Assistance (CFDA) or Assistance Listing Number of 21.019. Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. Sections 7501 – 7507) and the related provisions of the Uniform Guidance, 2 Code of Federal Regulations (CFR) Section 200.303 regarding internal controls, Section 200.330 – 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Under the Single Audit Act, local jurisdictions will need to report expenditures under this program using the CFDA number 21.019.

The State of Michigan is making these funds available to eligible applicants for reimbursement/payment of first responder hazard pay premiums provided to first responders who have performed hazardous duty or work involving physical hardship related to COVID-19. Eligible applicants, including but not limited to the certifying local official submitting this application, are required to review the CRF guidance and associated FAQs and other documents to certify their compliance with the terms and conditions of the grant at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

Coronavirus Relief Funds are considered federal financial assistance subject to the Single Audit Act and the Uniform Guidance. The following Uniform Guidance provisions have been identified as significant and summarized below. Applicants must review the Uniform Guidance at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.

Use of Funds

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are **substantially dedicated** to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Subrecipient Information

Utilization of CARES Act for this Program

For this First Responder Hazard Pay Premiums Program (FRHPPP), eligible applicants can request reimbursement/payment for hazard pay premiums paid or will be paid to eligible employees no later than September 30, 2020. The amount of hazard pay premiums is limited to \$1,000 per employee and \$5,000,000 per applicant.

Coronavirus Relief Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement. For this reason, the State of Michigan's First Responder Hazard Pay Premiums Program, Reimbursement Request (Form 5723) requires each applicant to affirm that the amounts for which reimbursement/payment is being requested have not been submitted or will not be submitted to another federal source of funding (for example, FEMA) for reimbursement/payment.

To obtain a payroll reimbursement for employees that are not normally classified as public safety and public health, but are "similar" in the context of the guidance (e.g. employees who are substantially dedicated to COVID-19 response), each jurisdiction's chief administrative officer must decide if their costs are appropriate to charge to the Coronavirus Relief Fund and document the justification for that decision.

Subaward Period of Performance and Available Funding

Under the First Responder Hazard Pay Premiums Program (FRHPPP), reimbursements/payments from the State of Michigan will be issued on a first-come, first-served basis and will cover hazard pay premiums paid to eligible employees during the period of time of March 1, 2020 – September 30, 2020. Eligible applicants receiving funding under this program may not use the proceeds to establish a sub-award to another entity.

The last date of the performance period for the subawards is September 30, 2020.

The total amount of Coronavirus Relief Funds available for the First Responder Hazard Pay Premiums Program is \$100,000,000. Funding will be issued on a first-come, first-served basis once an eligible applicant submits all the required documentation to the Michigan Department of Treasury.

Michigan Department of Treasury

First Responder Hazard Pay Premiums Program (FRHPPP)

Subrecipient Information

Responsibilities, Records, Repayments & Future Audits

The U.S. Department of Treasury has indicated that the two provisions of the Uniform Guidance, 2 Code of Federal Regulations (CFR) Section 200.303 regarding internal controls, Section 200.220 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements are applicable to all CRF subawards at this time. However, guidance is evolving, and jurisdictions will be required to comply with additional guidance as it is published. Effective internal controls must be established and maintained (2 CFR Section 200.303). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or the State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations and the terms and conditions of the grant award.

Registration

Each eligible applicant that receives a subaward must register with the Federal System for Award Management (SAM). For applications submitted on or before July 26, 2020 the applicant has until July 26, 2020 to register in the SAM system. Applicants that apply after July 26, 2020, must register in the SAM system prior to applying to the Michigan Department of Treasury. The SAM website is: <https://www.sam.gov/SAM/>.

Uniform Guidance

The Coronavirus Relief Fund Frequently Asked Questions accessible at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf> confirm that CRF payments are subject to the following requirements in the OMB Uniform Guidance (2 CFR Part 200): section 2 CFR 200.303 regarding internal controls, sections 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. These Uniform Guidance provisions are summarized below. If further clarification is needed, the Uniform Guidance is available in the electronic Code of Federal Regulations: https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CFR 200.303 Internal Controls - The non-Federal entity must:

- 1 Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- 2 Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 3 Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.
- 4 Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- 5 Take reasonable measures to safeguard protected personally identifiable information.

Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Subrecipient Information

2 CFR 200.330 – 200.332 Subrecipient Monitoring and Management

The First Responder Hazard Pay Premiums Program subawards are for an individual eligible applicant's direct hazard pay premiums cost. The eligible applicant receiving the subaward shall not issue any subawards to any other entity.

Subpart F – Audit Requirements

200.501 – Audit Requirements.

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

200.508 – Auditee Responsibilities

The auditee must:

1. Procure or otherwise arrange for the audit required.
2. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
3. Promptly follow up and take corrective action on audit findings.
4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

Record Retention Requirements

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—

1. *are necessary expenditures incurred due to the public health emergency with respect to COVID-19;*
2. *were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and*
3. *were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.*

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;

Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Subrecipient Information

7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

First Responder Hazard Pay Premiums Program Reimbursement Request

Issued under authority of 2020 Public Act 123. Filing is mandatory to qualify for payments.

The First Responder Hazard Pay Premiums program is to reimburse and/or pay for first responder hazard pay premiums provided to first responders who have performed hazardous duty or work involving physical hardship related to COVID-19.

Eligible applicants are: Cities, Villages, Townships, Counties, Public Airport Operators and Ambulance Operations (licensed under section 20920 of the Public Health Code, 1978 PA 368, MCL 333.20920).

Applicants must:

1. Submit to the Michigan Department of Treasury (Treasury) a signed *First Responder Hazard Pay Premiums Program, Reimbursement Request* (Form 5723).
2. Submit to Treasury a detailed report that supports the requested reimbursement amounts. The report shall include by employee, the employees name, eligible employee type, amount of first responder hazard pay premium being requested, and date the first responder hazard pay premium was paid/will be paid to the employee.

Reimbursement Requests must be submitted to Treasury no later than September 30, 2020; however, reimbursements will be processed on a first-come, first-served basis until all funding has been exhausted.

| PART 1: APPLICANT INFORMATION | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------|-----------|
| Applicant Name City of New Buffalo | Applicant County Name Berrien | Federal Identification Number 38-6004719 | |
| Applicant Local Unit Code 11205 | Contact Name David Richards | SAM DUNS Number 026240515 | |
| Contact E-Mail Address manager@cityofnewbuffalo.org | Contact Title City Manager | Contact Telephone Number (269) 469-1593 | Extension |
| PART 2: FIRST RESPONDER HAZARD PAY PREMIUMS | | | |
| For each Eligible Employee Type, enter the total amount of Hazard Pay Premiums. Attach a report listing the name of each employee, the eligible employee type, payment date, and the employee's hazard pay amount being requested. Reimbursements are limited to \$1,000 per eligible employee. | | | |
| Eligible Employee Types | Number of Employees | Total Amount Requested | |
| Law Enforcement Officers | 10 | \$ 9,000.00 | |
| Firefighters | 8 | \$ 4,500.00 | |
| Emergency Medical Technicians | | | |
| Paramedics | | | |
| 9-1-1 Operators | | | |
| Local Unit of Government Corrections Officers | | | |
| Airport Public Safety Officers | | | |
| Private EMTs/Paramedics (if paid for by the applicant) | | | |
| Ambulance Operations (licensed under section 20920 of the Public Health Code) | | | |

PART 3: QUESTIONS

1. Were/will any of the above entered first responder hazard pay premiums been/be reimbursed or funded by any other federal funds?

Yes No

2. Were/are any of the above entered first responder hazard pay premiums included in a reimbursement request under the Public Safety and Public Health Payroll Reimbursement (PSPHPR) program?

Yes No

3. Did you attach a detailed report to support the reimbursement request?

Yes No The report shall include by employee, the employees name, eligible employee type, amount of first responder hazard pay premium being requested, and date the first responder hazard pay premium was paid/will be paid to the employee.

PART 4: CERTIFICATION

The undersigned hereby certifies to the Michigan Department of Treasury that the above requested hazard pay premium amounts are accurate, that no more than \$1,000 per employee has been requested, and that the hazard pay premiums have been paid to eligible employees of the applicant or will be paid to eligible employees by September 30, 2020. The undersigned additionally certifies that none of the above hazard pay premium amounts have been or will be paid for with any other federal funds or are being requested for reimbursement under the State of Michigan's Public Safety and Public Health Payroll Reimbursement program. The applicant agrees to reimburse the State of Michigan if any of the above amounts are deemed to be fraudulent or inaccurate.

| | |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Chief Administrative Officer Signature (as defined in MCL 141.422b) | Printed Name of Chief Administrative Officer (as defined in MCL 141.422b) David Richards |
| Title City Manager | Date |

Completed and signed form (including required documentation) should be E-mailed to: **Treas-CARES@michigan.gov**.

If you are unable to submit via E-mail, fax the completed form and required documentation to 517-335-3298.

For questions, call 517-335-0155.

Instructions for *First Responder Hazard Pay Premiums Program,* *Reimbursement Request (Form 5723)*

PART 1: APPLICANT INFORMATION

Applicant Name: Enter the name of the eligible applicant. Eligible applicants are: Cities, Villages, Townships, Counties, Public Airport Operators and Ambulance Operations (licensed under section 20920 of the Public Health Code, 1978 PA 368, MCL 333.20920).

Applicant County Name: Enter the county name that the eligible applicant is located in.

Federal Identification Number: Enter the applicant's Federal Employer Identification Number (FEIN).

Applicant Local Unit Code: For Cities, Villages, Townships, and Counties enter the revenue sharing local unit code. Public Airport Operators and Ambulance Operations can leave this field blank.

Contact Name: Enter the Full name of the individual that can answer any questions related to the form being submitted, including required attachment.

SAM DUNS Number: Enter the federal System for Award Management (SAM) DUNS Number. Applicants that apply on or before July 26, 2020 have until July 26, 2020 to register in the SAM system. All applicants that apply after July 26, 2020 must register in the SAM system prior to sending an application packet to the Michigan Department of Treasury.

Contact E-Mail Address/Contact Title/Contact Telephone Number/Extension: Enter the information for the contact person that can answer any questions regarding the reimbursement request.

PART 2: FIRST RESPONDER HAZARD PAY PREMIUMS

For each of the eligible employee types listed, enter the total number of employees and total amount of first responder hazard pay premiums being requested for reimbursement.

PART 3: QUESTIONS

Question 3: To complete the Detailed Report, use the form provided in the First Responder Hazard Pay Premiums Program Application packet.

Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Hazard Pay Premiums Payment Report – Instructions

Hazard Pay Premiums Payment Report – Instructions

1. Enter the requested information on the Hazard Pay Premiums Payment Report on page 13 for each eligible employee that was or will be paid an eligible hazard pay premium.
 - a. There could be multiple lines for the same employee.
 - b. The total of the chart should equal the hazard pay premiums amounts being requested for reimbursement on Form 5723 *First Responder Hazard Pay Premiums Program, Reimbursement Request*.
 - c. Attach additional sheets if needed.
 - d. Eligible Employee Types are:
 - i. Law Enforcement Officers
 - ii. Firefighters
 - iii. Emergency Medical Technicians (EMTs)
 - iv. Paramedics
 - v. 9-1-1 Operators
 - vi. Local Unit of Government Corrections Officers
 - vii. Airport Public Safety Officers
 - viii. Eligible personnel associated with ambulance operations licensed under section 20920 of the Public Health Code (1978 PA 368; MCL 333.20920)
 - ix. Private EMTs and paramedics that contract with municipalities or hospitals, if the hazard pay premiums are paid through the applicant

2. Guidelines:
 - a. Do not include any hazard pay premiums that the eligible applicant requested to be reimbursed under the Public Safety and Public Health Payroll Reimbursement Program.
 - b. The program will only reimburse the actual hazard pay premium paid to the employee, not the associated fringes and payroll taxes.

**Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Hazard Pay Premiums Payment Report**

| | Employee Name | Eligible Employee Type | Payment Date | Hazard Pay Amount |
|----|--------------------------------|-------------------------------|---------------------|--------------------------|
| 1 | Courtney Severn | Police FT | TBD | 1000.00 |
| 2 | Richard Killips | Police Chief | TBD | 1000.00 |
| 3 | Jason Grimmett | Police FT | TBD | 1000.00 |
| 4 | Michael Cluster | Police FT | TBD | 1000.00 |
| 5 | Russell Tillery | Police FT | TBD | 1000.00 |
| 6 | David Hockenhull | Police FT | TBD | 1000.00 |
| 7 | Nathaniel Voytovick | Police FT | TBD | 1000.00 |
| 8 | Scot Olney | Police FT | TBD | 1000.00 |
| 9 | Paul Zdanis | Firefighter PT | TBD | 500.00 |
| 10 | Mike Iazetto | Firefighter PT | TBD | 500.00 |
| 11 | Rob Gruener | Firefighter PT | TBD | 500.00 |
| 12 | Rich Cooper | Firefighter PT | TBD | 500.00 |
| 13 | Dan D'agostino | Firefighter PT | TBD | 500.00 |
| 14 | Alec Burian | Firefighter PT | TBD | 500.00 |
| 15 | Chris Thun | Firefighter PT | TBD | 500.00 |
| 16 | Greg Morrow | Police PT | TBD | 500.00 |
| 17 | Bruce McKamey | Police PT | TBD | 500.00 |
| 18 | Chris Huston | Fire Chief | TBD | 1000.00 |
| 19 | | | | |
| 20 | | | | |
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| | Subtotal from attached reports | | | |
| | Total | | | 13,500.00 |

Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Certification

I, David Richards, am the chief executive of City of New Buffalo (eligible applicant's legal name), and I certify that:

1. I have the authority on behalf of City of New Buffalo (eligible applicant's legal name) to request a First Responder Hazard Pay Premiums Program payment from the State of Michigan pursuant to Section 601 of 2020 Public Act 123, from the allocation of funds to the State of Michigan from the Coronavirus Relief Fund as created in the CARES Act.
2. I understand that the State of Michigan will rely on this certification as a material representation in issuing a First Responder Hazard Pay Premiums Program payment to City of New Buffalo (eligible applicant's legal name).
3. City of New Buffalo (eligible applicant's legal name) is receiving the First Responder Hazard Pay Premiums Program payment as a reimbursement/payment to reimburse and/or pay for first responder hazard pay premiums provided to first responders who have performed hazardous duty or work involving physical hardship related to COVID-19 and will be used only to cover those costs.
4. Any funds provided as a reimbursement/payment from the State of Michigan under the First Responder Hazard Pay Premiums Program that are found to be based on inaccurate, non-qualifying, or fraudulent information will be returned to the State of Michigan.
5. Funds provided as a reimbursement/payment under the First Responder Hazard Pay Premiums Program from the State of Michigan pursuant to this certification must adhere to official federal guidance (2 CFR 200) issued or to be issued on what constitutes a necessary expenditure as described in the guidance for the U.S. Treasury Coronavirus Relief Fund at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. I reviewed the guidance prior to completing this request for reimbursement. I understand and agree that any funds expended by an eligible applicant in any manner that does not adhere to official federal guidance shall be returned to the State of Michigan.
6. Any eligible applicant receiving funds under the First Responder Hazard Pay Premiums Program shall retain documentation supporting the reimbursement/payment request, including but not limited to payroll records and timesheets. Such documentation shall be provided to the State of Michigan upon request and maintained by the jurisdiction for five (5) years.
7. Program funds provided pursuant to this application and certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. Program funds received pursuant to this application and certification cannot be used for expenditures for which the eligible applicant has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.
9. Program funds received pursuant to this application and certification cannot be used to reimburse or subaward another entity or local unit of government.
10. I have read and agree on behalf of City of New Buffalo (eligible applicant's legal name) to comply with all applicable provisions and requirements corresponding to the receipt of funds required in the Coronavirus Aid, Relief, and Economic Security Act, Public Law 115-136, and Uniform Guidance, 2 CFR 200.
11. Further, that I understand and agree on behalf of City of New Buffalo (eligible applicant's legal name) that any funds received under this act and expended by itself or a sub-recipient in any manner that does not comply with the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, or Uniform Guidance, 2 CFR 200, as applicable shall be returned to the State of Michigan.

Michigan Department of Treasury
First Responder Hazard Pay Premiums Program (FRHPPP)
Certification

12. Further, that I understand and agree on behalf of City of New Buffalo (eligible applicant's legal name) that expenditures are not eligible for reimbursement under this section if such expenses have been or will be reimbursed by any other federal funds, and if such expenditure is reimbursed by any other federal funds the undersigned eligible applicant will return said funds to the State of Michigan.
13. The governing body has been notified of the submission of this application, and are aware of the Federal statutes, regulations and terms and conditions of the grant award.

I certify under the penalties of perjury set forth in the Michigan Penal Code, MCL 750.423, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: David Richards

Signature: _____

Title: City Manager

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

My commission expires _____



MANAGER'S REPORT

July 28, 2020

AGENDA ITEM: Change Order #2 for the 2019 Street Resurfacing Project

SUMMARY: Rieth Riley Construction has submitted a change order request of -\$16,411.90 to balance contract items, materials and labor associated with the 2019 Street Resurfacing project. The end of each project results in the need to balance cost overruns or as in this case a negative balance. The scope of work and a detailed list of project costs is outlined in the report attached. The original contract amount is \$619,986.25 and this second change order of -\$16,411.90 brings the contract to \$547,850.72. No funds are required to cover the reduced contract cost.

COST: -\$16,411.90

BUDGETED: Yes No

RECOMMENDATION: Approve Change Order #2 for the 2019 Street Resurfacing.

Respectfully submitted,

David Richards, City Manager

JULY 10, 2020

CHANGE ORDER NO. 2
2019 STREET RESURFACING PROJECT
ACI JOB#: 19-0242

OWNER

City of New Buffalo
224 W. Buffalo St.
New Buffalo, MI 49117

CONTRACTOR

Rieth-Riley Construction Co., Inc.
1589 Townline Road
Benton Harbor, MI 49022

RE: Final Balancing of Contract Items

| | |
|--------------------------------|---------------|
| Original Contract Amount | \$ 619,986.25 |
| Previous Change Orders | \$ -55,723.63 |
| Previous Contract Amount | \$ 564,262.62 |
| Net Change (this change order) | \$ -16,411.90 |
| Current Contract Amount | \$ 547,850.72 |

RECOMMENDED BY: CONTRACTOR

Eric R. Green Eric R. Green
Jul 23 2020 1:08 PM

Eric Green (Rieth-Riley)

07/23/2020

Date

RECOMMENDED BY: ENGINEER

Munawar Azam Munawar Azam
Jul 27 2020 9:22 AM

Munawar Azam, P.Eng (Abonmarche)

Date

APPROVED BY: OWNER

David Richards (New Buffalo)

Date



Contract Modification

Abonmarche Consultants, Inc.

7/10/2020 8:53 AM

FieldManager 5.3c

Contract: _19-0242, 2019 Street Resurfacing Project

| | | | | | |
|-------------------------------------------------|------------------------|--------------------------------------------------------|--------------------------------------|-----------------------------------|------------------------------------------------|
| Cont. Mod. Number 3 | Revision Number | Cont. Mod. Date 7/10/2020 | Electronic File Created No | Net Change \$-16,411.90 | Awarded Contract Amount \$619,986.25 |
| Route Various | | Managing Office Abonmarche Consultants, Inc. | | District 0 | Entered By Lucas Grosse |
| Contract Location City of New Buffalo | | | | | |

Short Description

Final Balancing of Contract Items

Description of Changes

- A. Original Contract Amount: \$619,986.25
- B. Current Contract Value (includes this revision): \$547,850.72
- C. Net Total Change (B-A): \$-72,135.53
- D. Current % of Award Amt (C/A*100): -11.64%

Increases / Decreases

| Item Description | Item Code | Prop. Line | Proj. Line | Project | Catg. | Item Type | Quantity Change | Unit | Unit Price | Dollar Value |
|----------------------------------------------|-----------|------------|------------|---------|-------|-----------|-----------------|------|------------|--------------|
| Conc Base Cse, Nonreinf, 6 inch | 6020015 | 0022 | 0110 | 19-0242 | 001 | Original | -31.800 | Syd | 40.00000 | \$-1,272.00 |
| Pavt Mrkg, Ovly Cold Plastic, 12in, X-Walk | 8110041 | 0024 | 0120 | 19-0242 | 001 | Original | -50.000 | Ft | 5.00000 | \$-250.00 |
| Pavt Mrkg, Ovly Cold Plastic, 24in, Stop Bar | 8110045 | 0025 | 0125 | 19-0242 | 001 | Original | -129.000 | Ft | 10.00000 | \$-1,290.00 |
| Pavt Mrkg, Spray Thermopl, 4 inch, Yellow | 8110154 | 0026 | 0130 | 19-0242 | 001 | Original | -462.000 | Ft | 0.95000 | \$-438.90 |
| Topsoil Surface, Furn, LM | 8160071 | 0038 | 0190 | 19-0242 | 001 | Original | -603.000 | Cyd | 15.00000 | \$-9,045.00 |
| _ Seeding, Mixture TDS | 8167011 | 0039 | 0200 | 19-0242 | 001 | Original | -4,560.000 | Syd | 0.10000 | \$-456.00 |



Contract Modification

Abonmarche Consultants, Inc.

7/10/2020 8:53 AM

FieldManager 5.3c

Increases / Decreases

| Item Description | Item Code | Prop. Line | Proj. Line | Project | Catg. | Item Type | Quantity Change | Unit | Unit Price | Dollar Value |
|-------------------------------------|-----------|------------|------------|---------|-------|-----------|-----------------|------|------------|--------------|
| Mulch Blanket | 8160027 | 0040 | 0195 | 19-0242 | 001 | Original | -4,560.000 | Syd | 0.75000 | \$-3,420.00 |
| Fertilizer, Chemical Nutrient, CI A | 8160020 | 0041 | 0205 | 19-0242 | 001 | Original | -240.000 | Lb | 1.00000 | \$-240.00 |

Total Dollar Value: \$-16,411.90

Project / Category Summary

| Project/Catg | Project/Category Description | Federal Number | Project Status | Finance System | Control Section | Dollar Value |
|---------------|---------------------------------|----------------|----------------|----------------|-----------------|---------------------|
| 19-0242 | 2019 Street Resurfacing Project | 0 | CNST | | | |
| 001 | Base Bid | | | | | \$-16,411.90 |
| Total: | | | | | | \$-16,411.90 |

Total Net Change Amount: \$-16,411.90

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.



MANAGER'S REPORT

July 28, 2020

AGENDA ITEM: Rieth Riley's Final Pay Request #4 for 2019 Street Resurfacing Project

SUMMARY: Rieth Riley has submitted the 4th and final pay request for the 2019 Street Resurfacing Project. The amount due the contractor with this request is \$39,166.90 which includes the retainage. The initial contract was \$619,986.25 with two change orders that reduced the contract to \$547,850.72. A detailed cost description is attached and this is the final payment.

COST: \$39,166.90

BUDGETED: Yes No NA

RECOMMENDATION: Approve Rieth Riley's Final Pay Request #4 for the 2019 Street Resurfacing Project

Respectfully submitted,

David Richards, City Manager

July 10, 2020

FINAL PAYMENT REQUEST NO. 4
For Work Completed Through 07/10/2020

| OWNER | CONTRACTOR |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| City of New Buffalo 224 W. Buffalo St. New Buffalo, MI 49117 | Rieth-Riley Construction Co., Inc. 1589 Townline Road Benton Harbor, MI 49022 |

RE: City of New Buffalo
 2019 Street Resurfacing Project
 ACI Project No.: 19-0242

| | | |
|------------------------------------|----|------------|
| Original Contract Amount | \$ | 619,986.25 |
| Change Orders | \$ | -72,135.53 |
| Current Contract Amount | \$ | 547,850.72 |
| Work Completed | \$ | 547,850.72 |
| Retainage (Released) | \$ | 0.00 |
| Amount Earned | \$ | 547,850.72 |
| Less Previous Payments | \$ | 508,683.82 |
| Amount Due Contractor This Payment | \$ | 39,166.90 |

RECOMMENDED BY: Contractor

Eric R. Green Eric R. Green
 Jul 23 2020 1:08 PM

Eric Green (Rieth-Riley)

07/23/2020

Date

RECOMMENDED BY: Engineer

Munawar Azam Munawar Azam
 Jul 27 2020 9:23 AM

Munawar Azam, P.Eng (Abonmarche)

Date

ACCEPTED BY: Owner

David Richards (New Buffalo)

Date



Construction Pay Estimate Report

Abonmarche Consultants, Inc.

7/10/2020 9:09 AM

FieldManager 5.3c

Contract: _19-0242, 2019 Street Resurfacing Project

| Estimate Date | Estimate No. | Entered By | Estimate Type | Electronic File Created | All Contract Work Completed | Construction Started Date |
|---------------------------------------------------------------|--------------|--------------|---------------|--------------------------------------------------------|-----------------------------|---------------------------|
| 07/10/2020 | 4 | Lucas Grosse | Final | No | 7/1/2020 | 10/21/2019 |
| Prime Contractor Rieth-Riley Construction Co., Inc. | | | | Managing Office Abonmarche Consultants, Inc. | | |
| Comments | | | | | | |

Item Usage Summary

| Item Description | Item Code | Prop. Line | Project | Category | Project Line No. | Item Type | Mod. No. | Quantity | Dollar Amount |
|----------------------------------------------|-----------|------------|---------|----------|------------------|-----------|----------|-----------|---------------|
| Pavt Mrkg, Ovly Cold Plastic, 12in, X-Walk | 8110041 | 0024 | 19-0242 | 001 | 0120 | 00 | 000 | 620.000 | \$3,100.00 |
| Pavt Mrkg, Ovly Cold Plastic, 24in, Stop Bar | 8110045 | 0025 | 19-0242 | 001 | 0125 | 00 | 000 | 297.000 | \$2,970.00 |
| Pavt Mrkg, Spray Thermopl, 4 inch, Yellow | 8110154 | 0026 | 19-0242 | 001 | 0130 | 00 | 000 | 2,208.000 | \$2,097.60 |

Total Estimated Item Payment: \$8,167.60

Time Charges

| Site | Site Description | Site Method | Days Charged | Liq. Damages |
|----------------------------------|-----------------------|--------------|--------------|--------------|
| 00 | Overall Contract Site | Working Days | 0 | \$0 |
| Total Liquidated Damages: | | | | \$0 |

Pre-Voucher Summary

| Project | Voucher No. | Item Payment | Stockpile Adjustment | Dollar Amount |
|------------------------------------------|-------------|--------------|----------------------|-------------------|
| 19-0242, 2019 Street Resurfacing Project | 0004 | \$8,167.60 | \$0.00 | \$8,167.60 |
| Voucher Total: | | | | \$8,167.60 |

Summary

| | | | |
|---------------------------------|--------------------|----------------------------------|--------------------|
| Current Voucher Total: | \$8,167.60 | Earnings to date: | \$547,850.72 |
| -Current Retainage: | (\$30,999.30) | - Retainage to date: | \$0.00 |
| -Current Liquidated Damages: | \$0.00 | - Liquidated Damages to date: | \$0.00 |
| -Current Adjustments: | \$0.00 | - Adjustments to date: | \$0.00 |
| Total Estimated Payment: | \$39,166.90 | Net Earnings to date: | \$547,850.72 |
| | | - Payments to date: | \$508,683.82 |
| | | Net Earnings this period: | \$39,166.90 |



Construction Pay Estimate Report

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.



Construction Pay Estimate Amount Balance Report

Estimate: 4

7/10/2020 9:09 AM

FieldManager 5.3c

Abonmarche Consultants, Inc.

Contract: _19-0242, 2019 Street Resurfacing Project

| Item Description | Item Code | Prop. Line | Project | Category | Authorized Quantity | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|-------------------------------------------|-----------|------------|---------|----------|---------------------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| Mobilization, Max \$60,000 | 1500001 | 0001 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 60,000.00000 | \$60,000.00 |
| HMA Surface, Rem | 5010005 | 0002 | 19-0242 | 001 | 0.000 | | 0.000 | | | 13.00000 | |
| Cold Milling HMA Surface | 5010002 | 0003 | 19-0242 | 001 | 21,854.300 | | 21,854.300 | 21,854.300 | 100% | 2.12000 | \$46,331.12 |
| Sidewalk, Rem | 2040055 | 0004 | 19-0242 | 001 | 261.000 | | 261.000 | 261.000 | 100% | 13.00000 | \$3,393.00 |
| Curb and Gutter, Rem | 2040020 | 0005 | 19-0242 | 001 | 205.000 | | 205.000 | 205.000 | 100% | 14.00000 | \$2,870.00 |
| Culv, Rem, 24 inch to 48 inch | 2030002 | 0006 | 19-0242 | 001 | 0.000 | | 0.000 | | | 400.00000 | |
| Subbase, CIP | 3010002 | 0007 | 19-0242 | 001 | 24.090 | | 24.090 | 24.090 | 100% | 30.00000 | \$722.70 |
| Aggregate Base, 8 inch | 3020020 | 0008 | 19-0242 | 001 | 0.000 | | 0.000 | | | 20.00000 | |
| HMA, 36A | 5010034 | 0009 | 19-0242 | 001 | 4,380.410 | | 4,380.410 | 4,380.410 | 100% | 68.20000 | \$298,743.97 |
| _ HMA Wedge Curb | 5017001 | 0010 | 19-0242 | 001 | 0.000 | | 0.000 | | | 1.00000 | |
| Seal, Single Chip | 5050001 | 0011 | 19-0242 | 001 | 0.000 | | 0.000 | | | 6.93000 | |
| Shoulder, CI I, LM | 3070103 | 0012 | 19-0242 | 001 | 16.270 | | 16.270 | 16.270 | 100% | 70.00000 | \$1,138.90 |
| Culv End Sect, 24 inch | 4010024 | 0013 | 19-0242 | 001 | 0.000 | | 0.000 | | | 1,200.00000 | |
| Culv, CI A, Conc, 24 inch | 4010168 | 0014 | 19-0242 | 001 | 0.000 | | 0.000 | | | 125.00000 | |
| _ Leaching Basin, 48 inch Dia | 4037050 | 0015 | 19-0242 | 001 | 0.000 | | 0.000 | | | 3,920.00000 | |
| _ HMA Spillway | 4037050 | 0016 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 1,200.00000 | \$1,200.00 |
| Dr Structure Cover, Adj, Case 1 | 4030005 | 0017 | 19-0242 | 001 | 44.000 | | 44.000 | 44.000 | 100% | 400.00000 | \$17,600.00 |
| Gate Box, Adj, Case 1 | 8230431 | 0018 | 19-0242 | 001 | 18.000 | | 18.000 | 18.000 | 100% | 300.00000 | \$5,400.00 |
| Curb and Gutter, Conc, Det C4 | 8020023 | 0019 | 19-0242 | 001 | 273.000 | | 273.000 | 273.000 | 100% | 28.00000 | \$7,644.00 |
| Sidewalk, Conc, 4 inch | 8030044 | 0020 | 19-0242 | 001 | 1,942.000 | | 1,942.000 | 1,942.000 | 100% | 5.00000 | \$9,710.00 |
| Sidewalk Ramp, Conc, 6 inch | 8030036 | 0021 | 19-0242 | 001 | 640.850 | | 640.850 | 640.850 | 100% | 6.75000 | \$4,325.74 |
| Conc Base Cse, Nonreinf, 6 inch | 6020015 | 0022 | 19-0242 | 001 | 48.200 | | 48.200 | 48.200 | 100% | 40.00000 | \$1,928.00 |
| Detectable Warning Surface | 8030010 | 0023 | 19-0242 | 001 | 60.000 | | 60.000 | 60.000 | 100% | 70.00000 | \$4,200.00 |
| Pavt Mrkg, Ovly Cold Plastic, 12in,X-Walk | 8110041 | 0024 | 19-0242 | 001 | 620.000 | 620.000 | 620.000 | 620.000 | 100% | 5.00000 | \$3,100.00 |
| Pavt Mrkg,Ovly ColdPlastic,24in,Stop Bar | 8110045 | 0025 | 19-0242 | 001 | 297.000 | 297.000 | 297.000 | 297.000 | 100% | 10.00000 | \$2,970.00 |

Contract: _19-0242

Estimate: 4

Page 1 of 2



Construction Pay Estimate Amount Balance Report

Estimate: 4

7/10/2020 9:09 AM

FieldManager 5.3c

Abonmarche Consultants, Inc.

| Item Description | Item Code | Prop. Line | Project | Category | Authorized Quantity | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price | Dollar Amt. Paid To Date |
|-------------------------------------------|-----------|------------|---------|----------|---------------------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| Pavt Mrkg, Spray Thermopl, 4 inch, Yellow | 8110154 | 0026 | 19-0242 | 001 | 2,208.000 | 2,208.000 | 2,208.000 | 2,208.000 | 100% | 0.95000 | \$2,097.60 |
| _ Dr Structure Cover, Type EJIW 1040 M1 | 4037050 | 0027 | 19-0242 | 001 | 10.000 | | 10.000 | 10.000 | 100% | 490.00000 | \$4,900.00 |
| Dr Structure Cover, Type Q | 4030065 | 0028 | 19-0242 | 001 | 29.000 | | 29.000 | 29.000 | 100% | 465.00000 | \$13,485.00 |
| _ Traffic Control, Mechanic St | 8127051 | 0029 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 4,500.00000 | \$4,500.00 |
| _ Traffic Control, Detroit St | 8127051 | 0030 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 4,500.00000 | \$4,500.00 |
| _ Traffic Control, Clay St/Eagle St | 8127051 | 0031 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 4,200.00000 | \$4,200.00 |
| _ Traffic Control, Shore Dr | 8127051 | 0032 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 4,000.00000 | \$4,000.00 |
| _ Traffic Control, Marshall St | 8127051 | 0033 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 4,000.00000 | \$4,000.00 |
| _ Traffic Control, Barton St | 8127051 | 0034 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 4,000.00000 | \$4,000.00 |
| _ Traffic Control, Lake Dr/Berrien St | 8127051 | 0035 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 4,000.00000 | \$4,000.00 |
| _ Traffic Control, Bronson St | 8127051 | 0036 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 4,000.00000 | \$4,000.00 |
| _ Traffic Control, Water St | 8127051 | 0037 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 4,000.00000 | \$4,000.00 |
| Topsoil Surface, Furn, LM | 8160071 | 0038 | 19-0242 | 001 | 50.000 | | 50.000 | 50.000 | 100% | 15.00000 | \$750.00 |
| _ Seeding, Mixture TDS | 8167011 | 0039 | 19-0242 | 001 | 1,100.000 | | 1,100.000 | 1,100.000 | 100% | 0.10000 | \$110.00 |
| Mulch Blanket | 8160027 | 0040 | 19-0242 | 001 | 1,100.000 | | 1,100.000 | 1,100.000 | 100% | 0.75000 | \$825.00 |
| Fertilizer, Chemical Nutrient, CI A | 8160020 | 0041 | 19-0242 | 001 | 50.000 | | 50.000 | 50.000 | 100% | 1.00000 | \$50.00 |
| Dr Structure Cover, Type K | 4030050 | 0042 | 19-0242 | 001 | 2.000 | | 2.000 | 2.000 | 100% | 1,277.85000 | \$2,555.70 |
| _ Mechanic Street Swale | 4037051 | 0043 | 19-0242 | 001 | 1.000 | | 1.000 | 1.000 | 100% | 14,600.00000 | \$14,600.00 |

Percentage of Contract Completed(curr): 100%
 (total paid to date / total of all authorized work)

Total Amount Paid This Estimate: \$8,167.60

Total Amount Paid To Date: \$547,850.72