



City of New Buffalo
224 W. Buffalo Street
New Buffalo MI 49117
REGULAR COUNCIL MEETING AGENDA
August 17, 2020 at 6:30 p.m.

1. Call Meeting to Order
2. Roll Call
3. Approval of Agenda
4. Consent Agenda
 - a. City Council Minutes: July 20, 2020 and July 28, 2020
 - b. Receive Monthly Reports: Police, Fire, Water, Park, Building Dept., Streets, Treasurer
 - c. Receive Monthly Minutes: Library Board - July, 2020 and LRSB - Jan, 2020
 - d. Pay Bills for the Month
5. Public Comment
6. Presentation- Abonmarche High Water Update – N. Whittaker Street Improvements and Boat Launch Drainage Plan
7. Public Hearing
 - a. Resolution 20.20 Final Reading to Vacate a Portion of Detroit Street for the Township Memorial Park
8. Old Business
 - a. Resolution 20.20 Final Reading to Vacate a Portion of Detroit Street for the Township Memorial Park
 - b. Final 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
9. New Business
 - a. Contract for Planning and Engineering Services with Abonmarche for the Dune Walk Renovation and Expansion Project
 - b. Proposal for Professional Services Smith Street Pocket Park
 - c. North Whittaker Street Sewer and Potential Parking Improvements
 - d. Resolution 20.26 Constitution Week September 17-23
 - e. Designation of Voting Delegates for the Michigan Municipal League Annual Meeting
 - f. Professional Service for the Bridge Inspection



- g. Quotes for Landscaping Proposal for Subway Boulevard
- h. Proposal to Create a Code Enforcement Officer
- i. AFSCME Negotiations
- j. Grand River Construction Final Payment for Whittaker Street Repairs
- k. Nies Engineering Engagement Letter
- l. Blanket Purchase Order for Water Treatment Chemicals

10. Updates

11. Correspondence

12. Council Comments

13. Adjournment

Call to Order at 6:33 p.m.**Roll Call. All Present.**

Approval of Agenda. Motion by O'Donnell, seconded by Robertson to approve the agenda with the addition of new business item 8.p, Shoreline Alliance request for letter to assistant secretary of the army for civil works and to move items 8 e, and h to the top of the agenda: Roll call vote, motion carried, 5-0

Consent Agenda. Motion by O'Donnell, seconded by Spirito to approve the Consent agenda: roll call vote, motion carried, 5-0.

Public Comment- None

Presentation: Tony McGhee Abonmarche- Dune Walk Update. The project was cleared to start design work next month.

Old Business

Second Reading of Ordinance #246 Clarifying sewer backup. Motion by Robertson, seconded by, Kroll to approve the second reading of Ordinance #246 sewer backup: roll call vote, motion carried, 5-0.

New Business

Update on Street Roadway Condition and Investment Overview/Millage Motion by Spirito, seconded by, Kroll to go ahead and get the verbiage on ballot: roll call vote, 5-0.

Update on Parks/Millage Update /Renewal: Motion by Robertson, seconded by Ennis to go ahead and get verbiage on ballot: roll call vote, motion carried, 5-0

Marquette Drive Participation Update. The City Attorney sent out the certified letter to the residents on Marquette Drive. Only nine residents responded to the letter. No action taken now.

SAFEbuilt Building Fee Restructure Resolution #20.23. Motion by Kroll seconded by Robertson to approve Resolution #20.23 SAFEbuilt Increase: roll call vote, motion carried,5-0.

Solid Waste/Recycling Service Contract. Motion by Spirito seconded by, Ennis to approve the three-year Solid Waste/Recycling Service Contract: roll call vote, motion carried, 5-0.

Township Memorial Park Right of Way Vacation Resolution #20.20. Motion by Robertson, seconded by, Kroll to move forward with the Township Memorial Park Right of Way Vacation: roll call vote, motion carried, 5-0.

Ordinance #247 Curbside Container Removal Proposal and Refuse Collection. Motion by Kroll, seconded by, Spirio to approve Ordinance #247 Curbside Container Removal Proposal and Refuse Collection with contingency with language changes: roll call vote, motion carried, 5-0.

New Website Proposal: Motion by Kroll, seconded by Spirito to approve the new website from Proud City: roll call vote, motion carried,5-0.

Motion by O'Donnell, seconded by, Spirito to untable MDOT Signal Mast Contract Resolution 20.15: roll call vote, motion carried, 5-0.

MDOT Signal Mast Contract Resolution #20.15: Motion by Kroll, seconded by Ennis to approve Resolution #20.15 MDOT Signal Mast Contract in the amount of \$27,500.00 roll call vote, motion carried, 5-0.

Staff Wage Increases 2020 Resolution #20.21: Motion by Kroll seconded by Robertson to approve Resolution #20.21 2020 staff wage increases: roll call vote, motion carried, 5-0.

Hardware Store Purchase Agreement: Motion by O'Donnell seconded by, Kroll to table this item to the next special meeting. roll call vote, motion carried, 5-0.

2020 Tree Removal Program. Motion by Robertson seconded by, Spirito to approve the 2020 Tree Removal Program: roll call vote, motion carried, 5-0.

Oselka Drive Temporary Parking Agreement: Motion by Kroll seconded by, Robertson to approve the Oselka Drive Temporary Parking Agreement: roll call vote, motion carried, 5-0.

Covid Building Improvements: Motion by Kroll seconded by, Ennis to approve the Covid Building Improvements, only 2 doors (police door and the entrance by the City Manager's office) and complete separation of Payroll Clerk/and Assistant Treasurer: roll call vote, Nays- Robertson, motion carried 4-1.

Berrien County Best Practices Committee Resolution #20.22. Motion by Spirito seconded by, Kroll to approve resolution #20.22 Berrien County Best Practices Committee and approved David Richards as being the City's Representative: roll call vote, motion carried, 5-0.

Shoreline Alliance request for letter to assistant secretary of the army for civil works: Motion by Spirito seconded by, Robertson to approve the Shoreline Alliance request for letter to assistant secretary of the army for civil works: roll call vote, motion carried, 5-0.

Vacancies:

Motion by O'Donnell seconded by Kroll to approve Mark Gabryszewski and Wayne Borg to the Zoning Board of Appeals: roll call vote, motion carried, 5-0.

Updates:

Council Comments: Spirito mentioned that the City probably would not be getting much money from the LRSB.

Robertson wanted everyone to know the Road Diet is done, and the GIS Mapping for the cemetery is complete and on our City Website.

Motion by Robertson, seconded by Ennis to adjourn the meeting at 8:27 p.m.

Adjournment at 8:27p.m.

amf

July 20, 2020

NEW BUFFALO CITY COUNCIL MEETING

6:30 p.m.

Lou O'Donnell IV, Mayor

Ann M. Fidler, City Clerk

Call to Order at 4:03 p.m.**Roll Call. All Present.**

Approval of Agenda. Motion by Robertson, seconded by Kroll to approve the agenda: roll call vote, motion carried 5-0

Public Comment: Jeff Geer, Ordinance #247

Old Business

Motion by Mayor O'Donnell to untable Ordinance #247 to Amend Section 15-7 and 15-9 of the New Buffalo Code to Regulate the preparation and Collection of Solid Waste: roll call vote, 4-1 Nays- Ennis, motion carried

Ordinance #247 to Amend Section 15-7 and 15-9 of the New Buffalo Code to Regulate the preparation and Collection of Solid Waste. Motion by Robertson, seconded by, Kroll to approve the 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: roll call vote, motion carried, 5-0

Motion by Mayor O'Donnell, seconded by Robertson to untable the Potential Sale of 435 S. Whittaker Street: roll call vote, motion carried, 5-0

Potential Sale of 435 S. Whittaker Street. Motion by Mayor O'Donnell, seconded by, Robertson to approve the sale of 435 S. Whittaker Street with the following conditions: 1) Clean up the weeds. 2) The closing date will be on or before November 18, 2020. If the buyer fails to receive a certificate of occupancy by December 31, 2021, The City can buy back the property at the original selling price. 3) There is a five-year restriction on selling the property to a third party: roll call vote, motion carried, 5-0

Street Roadway Condition and Investment Millage Proposal. Motion by Mayor O'Donnell, seconded by Spirito to approve the Street Roadway Condition and Investment Millage Proposal and Resolution 20.24: roll call vote, motion carried, 5-0

Parks/Millage Renewal Proposal. Motion by Kroll, seconded by, Ennis to approve the Parks/Millage Renewal Proposal Resolution 20.25: roll call vote, motion carried, 5-0

New Business

First Responder Hazard Pay Premium Program Grant. Motion by Kroll seconded by Spirito to approve the First Responder Hazard Pay Premium Program Grant Application: roll call vote, motion carried, 5-0

Reith Riley Change Order #2. Motion by Robertson seconded by, Ennis to approve Change Order #2 for Reith Riley: roll call vote, motion carried, 5-0

Reith Riley Final Payment Request #4. Motion by Kroll seconded by, Ennis to approve Reith Riley Final Payment Request #4 in the amount of \$39,166.90: roll call vote, motion carried, 5-0

July 28, 2020

NEW BUFFALO CITY COUNCIL MEETING

4:00 p.m.

Updates: None

Council Comments:

Motion by Mayor O'Donnell, seconded by Robertson to adjourn the meeting at 4:46 p.m: roll call vote, motion carried, 5-0

Adjournment at 4:46 p.m.

amf

Lou O'Donnell IV, Mayor

Ann M. Fidler, City Clerk



Mr. Richards,

It is my pleasure to report some of the highlights from the last month of the Police Department's operations. If you would like additional information on any of these items, please let me know.

- In the last 30 days, the NBPD has taken 142 complaints. Those include 8 accidents, 3 traffic arrests, 10 theft/larceny/fraud, 0 assaults, and 10 ordinance violation complaints.
- This month has been busy with CARES act Grant funding applications and paperwork; to date the City/PD has applied for funding reimbursement for costs directly related to dealing with the Covid Pandemic.
- Our agency is doing our best to enforce all mandates related to the Covid Pandemic. Please remember to wear a mask in public when other people are around.

Sincerely,

Rich Killips

Richard L Killips

Chief of Police

MEMORANDUM

To: City Manager, Mayor & Council Members

From: Fire Chief Chris Huston

Date: August 14, 2020

Last month the Fire Department did not hold a Training meeting or a business meeting, however Chief Huston is keeping in touch with the firefighters. The Department had a total of 9 fire calls.



August 11, 2020

MONTHLY WATER REPORT FOR JULY 2020

Total amount of water treated in month	24,010,000 gals.
Average daily pumpage in month	775,000 gals.
Maximum treated for one day	920,000 gals.
Minimum treated for one day	642,000 gals.
Backwash water used in month	373,000 gals.

COMPARISON BY MONTH AND YEAR

July	2020 (this year) consumption	24,010,000 gals.
July	2019 (last year) consumption	25,081,000 gals.

CHEMICAL COSTS AND DATA

Chlorine used in month: 640 lbs. @ \$0.91/lb.	\$ 582.40
Fluoride used in month: 788 lbs. @ \$0.44/lb.	\$ 346.72
Aluminum sulfate used in month: 7,222 @ \$0.163/lb.	\$ 1,177.19
Total amount spent on chemicals	\$ 2,106.31
Total amount per million gallons	\$ 87.73

MAINTENANCE REPORT

1. Exercised generators and checked Cathodic Protection Systems.
2. Had paving done by Blacktop Specialists for various projects.
3. Cut grass @ Water Department Facilities.
4. Gasvoda repaired D620 Master Pump Control Panel during month.

DISTRIBUTION REPORT

1. Finished landscaping & stone driveway repairs on N. Drive 8" W. M. Project.
2. Read water meters.
3. Did staking for Miss Dig Systems.
4. Did on /offs and checked high reading complaints.
5. Did bacteriologic testing for neighboring communities.
6. Repaired leaking meter assemblies.
7. Worked on quarterly quality control for laboratory certification.

8. Continuing implementation of plan for COVID 19 Order.
9. Made 2 new 1" water taps @ 206 & 214 South Jameson Street.
10. Flushed 300 block North Chicago St. - water quality complaint.
11. Started voluntary Cyanotoxin testing for EGLE.
12. Performed quarterly Chromium 6 & Cyanide testing.
13. Repaired leaking meter yoke assembly at 108 West Mechanic Street.
14. Had random drug testing completed during month.
15. Replaced damaged meter pit lids.
16. Water related meetings with contractors during month for projects.

FUEL REPORT

1. Gasoline consumed	95.6 gals.
2. Diesel fuel consumed	2.0 gals.
3. Total fuel consumed	95.6 gals.
4. Average per day	3.2 gals.

EQUIPMENT USAGE

Water Department Backhoe	2.0 hrs.
Street Department Backhoe	0.0 hrs.
Water Department Dump Truck	0.0 hrs.
Other	2.0 hrs.

BENEFIT MAN HOURS USED DURING MONTH

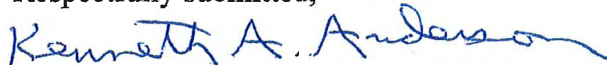
*	<u>vacation</u>	<u>personal</u>	<u>sick</u>	<u>total hrs.</u>
Ken Anderson	1.5 T.M. 49.5 YTD	0.0 T.M. 28.0 YTD	0.0 T.M. 22.0 YTD	1.5 T.M. 99.5 YTD
Chris Huston	48.0 T.M. 48.0 YTD	0.0 T.M. 0.0 YTD	4.0 T.M. 30.5 YTD	52.0 T.M. 78.5 YTD
Robert Gruener	16.0 T.M. 48.0 YTD	0.0 T.M. 0.0 YTD	0.0 T.M. 16.0 YTD	16.0 T.M. 64.0 YTD
Jeff Johnson	64.0 T.M. 96.0 YTD	0.0 T.M. 11.5 YTD	0.0 T.M. 16.0 YTD	64.0 T.M. 123.5 YTD

*(T.M. = This Month YTD = Year-to-date)

Proposed Work For Month Of August 2020

1. Repairing damaged valve box covers.
2. Making new water taps.
3. Preparing for required Upcoming EGLE Studies.
4. Preparing for Clearwell painting & Repair Project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kenneth A. Anderson". The signature is written in a cursive style with a long, sweeping underline.

Kenneth A. Anderson
City of New Buffalo
Water Superintendent



August 10, 2020

To: Mayor and City Council

Summer has been flying by!

This summer by far has been one of the busiest and most challenging that I have seen. The beach remains incredibly busy, both on weekdays and weekends. There have been 3 occasions so far in which we have had to close off the parking lot and tell people the beach was at capacity. We have been doing our best to keep everyone safe during this time. The bathrooms are cleaned and disinfected every hour, the kiosks get wiped down every hour, picnic tables get disinfected, and we have even begun disinfecting the playground.

The marina docks were finally installed on July 17th, and we have been running at full capacity ever since. The docks received a new paint job, new bumper posts, new ladders, new front reflectors, and new slip numbers. I have to say, I think they look great!

The verbiage for the renewal of the parks milage has been completed, and is set to be on this November's ballot. I am hopeful that it will get renewed, as we have been able to make several great improvements in the last few years with it. A few of the major projects that were completed with it include: the new ADA walkway at the beach, the new playground at the beach, sunshades at the marina and Oselka Park, new roof on Lions pavilion, new shower at the beach, and the new pay by plate parking system, as well and the sealing and restriping of the beach lot.

Routine trash pickup and maintence continues at both Oselka Park and the dog park. I am still waiting to hear if we will have fall sports at the High School. From my understanding New Buffalo Sports has cancelled their fall season due to COVID.

Respectfully submitted,

Kristen D'Amico
Parks Director



August 13, 2020

To: Mayor and City Council

All of my Lifeguards have been performing excellent over the past few weeks.

With our new August schedule, we will have lifeguards Thursday-Sunday 11am-6pm. We are working to adapt to the more constrictive hours but are still getting the job done.

In the wake of the drowning after hours a few weeks ago, We are displaying "No Lifeguards on Duty" more prominently and are being proactive with which flag we raise before we leave for the day. We are also continuing to announce when we leave at the end of the day.

Thanks you all for your continued support,

Nate Carlson
Head Lifeguard

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB20-0055	Cheryl Mandel	32 Walden WAY	\$514.80	\$0
Work Description: New Single Family Home				
PB20-0058	FISHER, PAT & CYNTHIA A	115 S Eagle ST	\$165.00	\$0
Work Description: New Siding				
PB20-0062	Roberts Melanie A	521 E Michigan ST	\$525.00	\$0
Work Description: 10x12 addition to existing house				
PB20-0063	FISHER, PAT & CYNTHIA A	115 S Eagle ST	\$420.00	\$0
Work Description:				
PB20-0057	Bender, Timothy M Living Trust	820 W Indiana ST	\$315.00	\$0
Work Description: New Inground Pool 14x28				
PB20-0061	CEA RE, INVSTMNTS SUITE 263	310 W Buffalo ST	\$446.25	\$0
Work Description: New Temp building for outside bar				
PB20-0054	Croskey Loren E & Ashlee S	101 S Mayhew ST	\$204.60	\$0
Work Description: New Inground Pool				

Total Permits For Type:	7
Total Fees For Type:	\$2,590.65
Total Const. Value For Type:	\$0

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE20-0036	Philip Frans	103 S Taylor ST	\$166.00	\$0
Work Description: Electrical Renovation of Existing Home				
PE20-0041	Carter & Terry Vravis	605 W Detroit ST	\$251.00	\$0
Work Description: Upgrade existing Service				
PE20-0044	Cheryl Mandel	32 Walden WAY	\$82.50	\$0
Work Description: Temp Service for New Home Construction				
PE20-0046	Cheryl Mandel	32 Walden WAY	\$539.70	\$0
Work Description: New Single Family Home				

PE20-0037	N Barton LLC	114 N Barton ST Unit A	\$165.00	\$0
Work Description: Electric for New 2 Unit Building				
PE20-0038	N Barton LLC	114 N Barton ST Unit B	\$165.00	\$0
Work Description: New 2 Unit Apartment Building				
PE20-0048	Bender, Timothy M Living Trust	820 W Indiana ST	\$264.60	\$0
Work Description: Electrical Permit for inground pool				
PE20-0035	DURREN, MICHAEL & PAULA E	19 Jameson ST	\$82.50	\$0
Work Description: New exterior generator				
PE20-0042	Keegan Diane M	716 W Mechanic ST	\$165.00	\$0
Work Description: Electrical Work for New Single Family Home				
PE20-0039	WARREN, THOMAS & ROSE MA	309 Willard S	\$165.00	\$0
Work Description:				
PE20-0049	ALANDEEN, MARINAS LLC #20	41 Harbor Isle Drive	\$173.25	\$0
Work Description: Electrical Service and Circuit				
PE20-0045	BUFALINO, NANCY	107 S Mayhew ST	\$169.05	\$0
Work Description: Electrical work for three season porch addition				
PE20-0040	ZURLIS, PETER	130 S Chicago ST	\$165.00	\$0
Work Description: New Circuit and Lighting fixture				
PE20-0047	ONEX PROP LLC	120 Water W	\$168.00	\$0
Work Description: Service				
PE20-0034	GRSD Sewer Authority	850 E Buffalo W	\$253.00	\$0
Work Description: 4 added electrical circuits				

Total Permits For Type:	15
Total Fees For Type:	\$2,974.60
Total Const. Value For Type:	\$0

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PM20-0070	Piechocki Eileen D Trust	12 Oselka DR	\$189.00	\$0
Work Description: A/C Unit Replacement				
PM20-0066	HERBERT, JAMES	403 E Merchant ST	\$82.50	\$0
Work Description: A/C Unit Replacement				
PM20-0071	LESHINSKI, BRUCE	6 Oselka DR	\$220.50	\$0

Work Description: A/C Unit Replacement

PM20-0067	Meyer Paul Trust	626 Marquette DR	\$170.00	\$0
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Work Description: Gas line to generator

PM20-0069	ADAMS, JENNIFER	915 Water ST W	\$220.50	\$0
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Work Description: New Furnace and A/C units

PM20-0064	Ryan & Shawn Nofziger	218 S Bronson ST	\$247.50	\$0
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Work Description: gas piping for pool

PM20-0065	SMITH, DAVID & JANICE A	718 W Indiana ST	\$247.50	\$0
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Work Description: GAs piping for pool

PM20-0072	Philip Frans	103 S Taylor ST	\$325.00	\$0
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Work Description: Renovations to existing home.

PM20-0068	N Barton LLC	114 N Barton ST Unit B	\$264.00	\$0
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Work Description: Gas Burning Fire Place

Total Permits For Type:	9
Total Fees For Type:	\$1,966.50
Total Const. Value For Type:	\$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
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PP20-0018	Philip Frans	103 S Taylor ST	\$166.00	\$0
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Work Description: Renovations to existing home

PP20-0019	Patrick Kennedy & Wendy Kennedy-	429 S Chicago ST	\$281.40	\$0
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Work Description: Plumbing Alterations

Total Permits For Type:	2
Total Fees For Type:	\$447.40
Total Const. Value For Type:	\$0

Report Summary

Population: All Records

Grand Total Fees:	\$7,979.15
Grand Total Permits:	33

/00,000,000 AND
Permit.DateIssued Between
7/1/2020 12:00:00 AM AND
8/31/2020 11:59:59 PM

Grand Total Const. Value:

\$0

To: City Manager, Mayor, and City Council

Date: August 14, 2020

- Patching pot holes as needed
- Picking up brush as per the new ordinance
- Cleaning up storm damage
- Maintaining N Whittaker: pumping the water from the road when it floods from rain and re-grading the gravel daily
- Trimming brush along city sidewalks and R-O-W
- Clearing low hanging limbs and branches that are interfering with street signage
- Installed a new storm drain on Shore Drive to help with the flooding issues from heavy rains
- Removed multiple logs from river and transit marina
- Service and repaired 2 police vehicles
- Finished trim work on the new entrance to offices at city hall

From yours truly,

New Buffalo Street Department



To: Mayor O'Donnell and Council
Re: Treasurer's Monthly Report
Date: August 11, 2020

Please find attached the following items for your review:

- A. Summary of Payables as of today.
- B. Statements from:
 - Abonmarche
 - The Curcio Law Firm
 - Dickinson Wright PLLC
- C. Invoice Approval List by Fund
- D. Revenue/Expenditure Report

Please do not hesitate to contact me should you have questions or need additional information.

Kind regards,

Kate Vyskocil

Kate Vyskocil
Treasurer

BANK CODE: POOL CHECK DATE: 08/06/2020 INVOICE PAY DATE FROM 08/11/2020 TO 08/11/2020

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
08/06/2020	POOL	00000040478	2862	ABONMARCHE CONSULTANTS INC	312.50	1
08/06/2020	POOL	00000040479	3490	AMERICAN SAFETY & FIRST AID	54.65	2
08/06/2020	POOL	00000040480	2038	ANDERSON, KENNETH	50.00	1
08/06/2020	POOL	00000040481	3608	ART & IMAGE	1,123.18	5
08/06/2020	POOL	00000040482	3902	BIG C LUMBER	255.08	1
08/06/2020	POOL	00000040483	4298	BOLTON, JOSHUA	50.00	1
08/06/2020	POOL	00000040484	3848	BREATHING AIR SYSTEMS	598.50	1
08/06/2020	POOL	00000040485	4534	CDW GOVERNMENT	1,614.90	3
08/06/2020	POOL	00000040486	4712	CHARLES NICHOLAS CURCIO	4,302.00	1
08/06/2020	POOL	00000040487	2029	CITY OF NEW BUFFALO	3,573.70	1
08/06/2020	POOL	00000040488	1036	CITYS PURE ICE	101.15	2
08/06/2020	POOL	00000040489	3469	CLUSTER, MICHAEL	50.00	1
08/06/2020	POOL	00000040490	MISC	COOLEY, MARGARET	185.00	1
08/06/2020	POOL	00000040491	4462	D'AMICO KRISTEN	50.00	1
08/06/2020	POOL	00000040492	4549	DICKINSON WRIGHT PLLC	7,229.00	2
08/06/2020	POOL	00000040493	3855	DIXON ENGINEERING INC	2,500.00	1
08/06/2020	POOL	00000040494	4782	DOMESTIC UNIFORM RENTALS	1,180.50	13
08/06/2020	POOL	00000040495	4782	DOMESTIC UNIFORM RENTALS	489.45	5
08/06/2020	POOL	00000040496	4785	DOUBLEDAY OFFICE PRODUCTS	100.00	1
08/06/2020	POOL	00000040497	4758	E.I. CONSTRUCTION	265.00	1
08/06/2020	POOL	00000040498	3822	ELECTION SOURCE	59.61	1
08/06/2020	POOL	00000040499	1047	ETNA SUPPLY COMPANY	2,647.50	1
08/06/2020	POOL	00000040500	3451	FASTENAL COMPANY	508.58	1
08/06/2020	POOL	00000040501	4711	GABRIDGE & COMPANY, PLC	1,000.00	1
08/06/2020	POOL	00000040502	3141	GASVODA & ASSOCIATES INC	1,269.00	1
08/06/2020	POOL	00000040503	1058	GRSD SEWER AUTHORITY	24,354.20	1
08/06/2020	POOL	00000040504	3529	GRUENER, ROBERT	50.00	1
08/06/2020	POOL	00000040505	4682	HERITAGE NATIONAL MARKETING	641.84	1
08/06/2020	POOL	00000040506	3678	HUSTON, CHRISTOPHER	50.00	1
08/06/2020	POOL	00000040507	1073	INDIANA MICHIGAN POWER	6,424.66	5
08/06/2020	POOL	00000040508	4803	J.P. COOKE CO.	28.45	1
08/06/2020	POOL	00000040509	3531	JOHNSON, JEFFREY	50.00	1
08/06/2020	POOL	00000040510	1076	KABELIN ACE HARDWARE	495.00	1
08/06/2020	POOL	00000040511	3661	KENNETH L KORP	275.00	1
08/06/2020	POOL	00000040512	4930	L&M FAB TECH	2,800.00	1
08/06/2020	POOL	00000040513	2944	LAKELAND HEALTHCARE	100.23	1
08/06/2020	POOL	00000040514	3382	MEDIC 1	9,013.00	1
08/06/2020	POOL	00000040515	3524	MENARDS	518.78	5
08/06/2020	POOL	00000040516	4119	MICHIGAN CITY CHRYSLER DODGE JEEP	154.25	1
08/06/2020	POOL	00000040517	1085	MODEL COVERALL	33.06	1
08/06/2020	POOL	00000040518	4550	OCCUSCREEN, LLC	59.00	1
08/06/2020	POOL	00000040519	4800	ORBIS ENVIRONMENTAL CONSULTING	1,055.00	1
08/06/2020	POOL	00000040520	1100	PARRETT COMPANY	1,940.15	4
08/06/2020	POOL	00000040521	4331	PIEDMONT TECHINCAL SERVICES	2,620.00	1
08/06/2020	POOL	00000040522	4036	PIER 33	13.51	1
08/06/2020	POOL	00000040523	2085	PINE GROVE CEMETERY AUTHORITY	2,500.00	1
08/06/2020	POOL	00000040524	4924	POLICE AND SHERIFFS PRESS	32.55	1
08/06/2020	POOL	00000040525	3739	PRAXAIR DISTRIBUTION INC	83.25	1
08/06/2020	POOL	00000040526	4684	PRIDE THE PORTABLE TOILET COMPANY	645.00	4
08/06/2020	POOL	00000040527	4650	PRO SAFETY INNOVATONS	3,178.58	1
08/06/2020	POOL	00000040528	3435	PURCHASE POWER	520.99	1
08/06/2020	POOL	00000040529	2065	RIDGE AUTO PARTS	655.44	12
08/06/2020	POOL	00000040530	4801	SANISWEEP, INC	1,200.00	1
08/06/2020	POOL	00000040531	3302	SHAFFNER TIRE	408.50	1
08/06/2020	POOL	00000040532	3199	SITTIG ASSESSMENT SERVICES LLC	2,142.50	1
08/06/2020	POOL	00000040533	3156	STAPLES	1,123.07	1
08/06/2020	POOL	00000040534	4709	STARK SOLID CONCRETE	3,950.00	1
08/06/2020	POOL	00000040535	3497	STATE OF MICHIGAN DEQ	9.00	1

CHECK PROOF

Page: 2/2

BANK CODE: POOL CHECK DATE: 08/06/2020 INVOICE PAY DATE FROM 08/11/2020 TO 08/11/2020

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
08/06/2020	POOL	00000040536	2975	SWEETWATER BOATING SUPPLIES	79.98	1
08/06/2020	POOL	00000040537	2844	THREE OAKS FORD	155.61	2
08/06/2020	POOL	00000040538	4018	TOTAL PARKING SOLUTIONS	640.00	2
08/06/2020	POOL	00000040539	4453	TRUGREEN PROCESSING CENTER	240.89	2
08/06/2020	POOL	00000040540	2969	USA BLUEBOOK	716.92	3
08/06/2020	POOL	00000040541	3922	VERIZON WIRELESS	474.05	1
08/06/2020	POOL	00000040542	4505	WELLS FARGO VENDOR FIN SERV	1,191.58	1
Num Checks: 65		Num Stubs: 0		Num Invoices: 120	Total Amount: 100,193.34	



Engineering • Architecture • Land Surveying

CITY OF NEW BUFFALO

Attn: David Richards
City Hall
224 W. Buffalo Street
New Buffalo, MI 49117

REC'D
JUL 13 2020
City of New Buffalo

INVOICE

No. 131194
07/09/2020

19-1212 307 W Michigan Stormwater Improvements

Project Manager: Munawar Azam

Professional services completed through 6/30/2020:

	Contract Amount	Previously Invoiced	Current Invoice	Remaining Contract
350 Design	\$1,000.00	\$1,000.00	\$0.00	\$0.00
540 Bidding	\$500.00	\$500.00	\$0.00	\$0.00
700 Construction Administration - Field	\$500.00	\$0.00	\$0.00	\$500.00
900 Project Management	\$750.00	\$437.50	\$312.50	\$0.00
Totals:	\$2,750.00	\$1,937.50	\$312.50	\$500.00

Invoice Amount

\$312.50

All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.

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

Please remit to **Abonmarche Consultants, Inc.**
PO Box 1088
Benton Harbor, MI 49023

101-442-935.1



THE CURCIO LAW FIRM

710 Liberty Street, Suite C
Spring Lake, Michigan 49456

INVOICE

Invoice # 205
Date: 08/03/2020
Due Upon Receipt

City of New Buffalo
224 West Buffalo Street
New Buffalo, MI 49117

7-00001-NB - General
7-00053-NB - Marquette
Drive Private Road
Improvements

Invoice Number	Services Commencing	Services Through	Balance Due
205	7/1/1/20	7/31/31	\$4,302.00

IN ACCOUNT WITH



200 OTTAWA AVENUE, N.W., SUITE 1000
GRAND RAPIDS, MI 49503-2427
TELEPHONE: (616) 458-1300
http://www.dickinsonwright.com
FEDERAL I.D. #38-1364333



REC'D

JUL 23 2020

INVOICE DATE: JULY 10, 2020
INVOICE NO.: 1491639

CITY OF NEW BUFFALO
224 W. BUFFALO STREET
NEW BUFFALO, MI 49917

CITY OF NEW BUFFALO

CLIENT/MATTER NO.: 074113-00001

RE: GENERAL MUNICIPAL

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JUNE 30, 2020

	<u>USD</u>
TOTAL FEES CURRENT INVOICE	\$ 654.00
TOTAL CURRENT INVOICE	\$ 654.00

OK
7/24/2020

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	ACH Instructions:	Wire Instructions:
Dickinson Wright PLLC 2600 W. Big Beaver Suite 300 Troy, MI 48084	JP Morgan Chase Bank N.A. 28660 Northwestern Highway Southfield, MI 48034 ABA Number: 072 000 326 Account# 38852 (Please Reference Invoice Numbers)	JP Morgan Chase Bank N.A. 28660 Northwestern Highway Southfield, MI 48034 ABA Number: 021 000 021 Swift Code: CHASUS33 (International) Account# 38852 (Please Reference Invoice Numbers)

INVOICE DATE: JULY 13, 2020
INVOICE NO.: 1492342

CITY OF NEW BUFFALO
224 W. BUFFALO STREET
NEW BUFFALO, MI 49917

CLIENT/MATTER NO.: 074113-00028

RE: SPECIAL ASSESSMENT PROJECT

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JUNE 30, 2020

USD

TOTAL FEES CURRENT INVOICE	\$	<u>6,575.00</u>
TOTAL CURRENT INVOICE	\$	<u>6,575.00</u>

RECV'D

JUL 31 2020

CITY OF NEW BUFFALO

Handwritten signature and date: 7/31/2020

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	ACH Instructions:	Wire Instructions:
Dickinson Wright PLLC 2600 W. Big Beaver Suite 300 Troy, MI 48084	JP Morgan Chase Bank N.A. 28660 Northwestern Highway Southfield, MI 48034 ABA Number: 072 000 326 Account# 38852 (Please Reference Invoice Numbers)	JP Morgan Chase Bank N.A. 28660 Northwestern Highway Southfield, MI 48034 ABA Number: 021 000 021 Swift Code: CHASUS33 (International) Account# 38852 (Please Reference Invoice Numbers)

INVOICE GL DISTRIBUTION REPORT
 POST DATES 07/10/2020 - 08/11/2020
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 215 CLERK							
101-215-716.000	07/20/20	BLUE CROSS BLUE SHIELD OF MICH	PPO 500 PLAN AUGUST 2020	072020 PPO 500	07/20/20	1,531.36	40463
			Total For Dept 215 CLERK			1,531.36	
Dept 253 TREASURER							
101-253-716.000	07/20/20	BLUE CROSS BLUE SHIELD OF MICH	PPO 500 PLAN AUGUST 2020	072020 PPO 500	07/20/20	1,347.24	40463
			Total For Dept 253 TREASURER			1,347.24	
Dept 262 ELECTIONS							
101-262-756.000	07/15/20	ELECTION SOURCE	ELECTION/OPERATING SUPPLIES	20-51401	08/11/20	59.61	40498
			Total For Dept 262 ELECTIONS			59.61	
Dept 266 ATTORNEY							
101-266-826.300	08/03/20	CHARLES NICHOLAS CURCIO	LEGAL SERVICES JULY 2020	205	08/11/20	4,302.00	40486
			Total For Dept 266 ATTORNEY			4,302.00	
Dept 276 CEMETERY							
101-276-969.000	08/01/20	PINE GROVE CEMETERY AUTHORITY	CEMETARY/08/01/20	08/01/20	08/11/20	2,500.00	40523
			Total For Dept 276 CEMETERY			2,500.00	
Dept 298 GENERAL GOVERNMENT							
101-298-716.000	07/20/20	BLUE CROSS BLUE SHIELD OF MICH	PPO 500 PLAN AUGUST 2020	072020 PPO 500	07/20/20	3,101.61	40463
101-298-728.000	07/10/20	STAPLES	OFFICE SUPPLIES/GEN GOV	6035517820074317	08/11/20	1,123.07	40533
101-298-730.000	07/13/20	PURCHASE POWER	POSTAGE/GEN GOV	8000900011110503	08/11/20	520.99	40528
101-298-903.000	07/22/20	ART & IMAGE	PRINTING/WALL PLAQUES/GEN GOV	2883	08/11/20	284.75	40481
101-298-920.000	07/13/20	CITY OF NEW BUFFALO	CITY WATER BILLS/06/02/20-07/31/20	08/03/20	08/11/20	277.64	40487
101-298-931.000	07/15/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/CITY HALL	0715209505	08/11/20	160.25	40494
101-298-931.000	07/22/20	DOUBLEDAY OFFICE PRODUCTS	DESK PIECE FOR BUILDING REMODEL	42398	08/11/20	100.00	40496
101-298-931.000	07/08/20	NEW BUFFALO HARDWARE	B6666UILDING REPAIR/GEN GOV	A147981	09/14/20	29.86	
101-298-931.000	07/08/20	NEW BUFFALO HARDWARE	UILDING REPAIR/GEN GOV	A147983	09/14/20	2.53	
101-298-931.000	07/29/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/CITY HALL	0729209505	08/11/20	160.25	40494
101-298-931.000	07/22/20	NEW BUFFALO HARDWARE	BUILDING REPAIR/GEN GOV	A150620	09/14/20	29.18	
101-298-931.000	07/07/20	NEW BUFFALO HARDWARE	BUILDING REPAIR/GEN GOV	B55396	09/14/20	53.87	
101-298-931.000	07/30/20	NEW BUFFALO HARDWARE	BUILDING REPAIR/GEN GOV	B57190	09/14/20	38.69	
101-298-932.000	07/10/20	BOCK, CAROL	PLANTS FOR TRAIN STATION/MARINA	072020	07/14/20	118.47	40459
101-298-942.000	07/21/20	CDW GOVERNMENT	HARD DRIVE REPLACEMENT--POLICE DEPT	ZJF1528	08/11/20	354.56	40485
101-298-943.000	07/30/20	US BANK EQUIPMENT FINANCE	EQUIPMENT RENTAL/GEN GOV	418442216	08/11/20	239.68	40453
			Total For Dept 298 GENERAL GOVERNMENT			6,595.40	
Dept 305 POLICE							
101-305-716.000	07/20/20	BLUE CROSS BLUE SHIELD OF MICH	PPO 500 PLAN AUGUST 2020	072020 PPO 500	07/20/20	5,673.53	40463
101-305-716.000	07/20/20	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE--PPO 1000 AUG	072020 PPO 1000	07/20/20	2,382.79	40464
101-305-722.000	07/04/20	LAKELAND HEALTHCARE	BLODD DRAW/#961478/POLICE	961478	08/11/20	100.23	40513
101-305-853.000	08/01/20	CLUSTER, MICHAEL	PHONE STIPEND/CLUSTER/08/01/20	08/01/20	08/11/20	50.00	40489
101-305-853.000	07/23/20	VERIZON WIRELESS	VERIZON/STREET/PARKS/POLICE/07/24/2	9859308177	08/11/20	301.51	40541
101-305-903.000	07/13/20	POLICE AND SHERIFFS PRESS	PRINTING/POLICE	135573	08/11/20	32.55	40524
101-305-920.000	07/13/20	CITY OF NEW BUFFALO	CITY WATER BILLS/06/02/20-07/31/20	08/03/20	08/11/20	169.34	40487
101-305-931.000	07/15/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/POLICE	0715209705	08/11/20	116.95	40494
101-305-931.000	07/21/20	CDW GOVERNMENT	SAMSUNG SMART TV FOR POLICE DEPT	ZJX5883	08/11/20	379.05	40485
101-305-931.000	07/29/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/POLICE	0729209705	08/11/20	116.95	40494
101-305-939.000	07/13/20	RIDGE AUTO PARTS	VEHICLE MAINTTENANCE/POLICE	418777	09/14/20	50.85	40529
101-305-939.000	07/13/20	RIDGE AUTO PARTS	VEHICLE REPAIR/POLICE	418773	09/14/20	273.13	40529
101-305-939.000	07/22/20	NEW BUFFALO HARDWARE	VEHICLE REPAIR/POLICE	A150546	09/14/20	2.50	
101-305-939.000	07/22/20	RIDGE AUTO PARTS	VEHICLE REPAIR/POLICE	419327	09/14/20	67.27	40529

INVOICE GL DISTRIBUTION REPORT
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 305 POLICE							
101-305-939.000	07/27/20	HERITAGE NATIONAL MARKETING	VEHICLE MAINTENANCE/POLICE	19703	08/11/20	641.84	40505
101-305-939.000	07/23/20	MICHIGAN CITY CHRYSLER DODGE	VEHICLE MAINTENANCE/POLICE	21523	08/11/20	154.25	40516
101-305-939.000	07/13/20	THREE OAKS FORD	VEHICLE REPAIR/POLICE	145023 CITB99	08/11/20	60.72	40537
101-305-943.000	07/24/20	PARRETT COMPANY	EQUIPMENT RENTAL/POLICE 7/4 THRU 7/	53499-B	08/11/20	48.57	40520
101-305-979.000	07/12/20	PARRETT COMPANY	MULTI PRINTER TRAINING/POLICE	53348	08/11/20	350.00	40520
101-305-979.000	07/12/20	PRO SAFETY INNOVATONS	DEFRIBRILLATORS/POLICE	1379	08/11/20	3,178.58	40527
101-305-979.000	07/22/20	PARRETT COMPANY	MULTIFUNCTION PRINTER FOR OFFICE/PO	12321595	08/11/20	1,493.00	40520
Total For Dept 305 POLICE						15,643.61	
Dept 336 FIRE							
101-336-853.000	08/01/20	HUSTON, CHRISTOPHER	PHONE STIPEND/HUSTON/08/01/20	08/01/20	08/11/20	50.00	40506
101-336-920.000	07/13/20	COMCAST	COMCAST/FIRE	8771402550012122	08/11/20	385.87	40427
101-336-920.000	07/13/20	CITY OF NEW BUFFALO	CITY WATER BILLS/06/02/20-07/31/20	08/03/20	08/11/20	311.82	40487
101-336-933.000	07/24/20	BREATHING AIR SYSTEMS	MAINTNEANCE/FIRE	9963	08/11/20	598.50	40484
101-336-933.000	07/24/20	RIDGE AUTO PARTS	EQUIPMENT/FIRE	419523	09/14/20	4.62	40529
101-336-939.000	07/02/20	RIDGE AUTO PARTS	VEHICLE REPAIR/FIRE	418121	09/14/20	99.55	40529
101-336-979.000	07/21/20	MENARDS	EQUIPMENT/FIRE	55938	08/11/20	49.83	40515
101-336-979.000	07/21/20	NEW BUFFALO HARDWARE	EQUIPMENT/FIRE	A150390	09/14/20	26.43	
101-336-979.000	07/22/20	RIDGE AUTO PARTS	EQUIPMENT/FIRE	419331	09/14/20	8.82	40529
101-336-979.000	07/22/20	USA BLUEBOOK	EQUIPMENT/FIRE	303915	08/11/20	128.74	40540
Total For Dept 336 FIRE						1,664.18	
Dept 442 STREET OPERATING							
101-442-716.000	07/20/20	BLUE CROSS BLUE SHIELD OF MICH	PPO 500 PLAN AUGUST 2020	072020 PPO 500	07/20/20	4,100.58	40463
101-442-756.000	07/02/20	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/STREET	55016	09/14/20	8.76	
101-442-756.000	07/17/20	RIDGE AUTO PARTS	OPERATING SUPPLIES/STREET	419058	09/14/20	1.96	40529
101-442-756.000	07/22/20	PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL/STREET	97888975	08/11/20	83.25	40525
101-442-767.000	07/21/20	RIDGE AUTO PARTS	EQUIPMENT/STREET	419268	09/14/20	2.26	40529
101-442-767.000	07/22/20	RIDGE AUTO PARTS	EQUIPMENT/STREET	419328	09/14/20	41.99	40529
101-442-767.000	07/23/20	RIDGE AUTO PARTS	EQUIPMENT/STREET	419418	09/14/20	23.62	40529
101-442-818.000	07/17/20	SANISWEEP, INC	STREET SWEEPING/2ND INVOICE	99341	08/11/20	1,200.00	40530
101-442-853.000	08/01/20	BOLTON, JOSHUA	PHONE STIPEND/BOLTON/08/01/20	08/01/20	08/11/20	50.00	40483
101-442-853.000	07/23/20	VERIZON WIRELESS	VERIZON/STREET/PARKS/POLICE/07/24/2	9859308177	08/11/20	40.01	40541
101-442-920.000	07/13/20	CITY OF NEW BUFFALO	CITY WATER BILLS/06/02/20-07/31/20	08/03/20	08/11/20	862.34	40487
101-442-920.000	07/14/20	INDIANA MICHIGAN POWER	ELECTRIC/STREETS	04706607555-17	08/11/20	392.94	40507
101-442-920.000	07/23/20	COMCAST	COMCAST/STREET/07/23/20-08/22/20	8771402550009748	08/11/20	173.97	40472
101-442-931.000	07/15/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/GARAGE	0715200105	08/11/20	63.50	40494
101-442-931.000	07/29/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/GARAGE	0729200105	08/11/20	63.50	40495
101-442-931.000	07/07/20	NEW BUFFALO HARDWARE	BUILDING REPAIR/STREET	B55368	09/14/20	54.46	
101-442-931.000	07/28/20	E.I. CONSTRUCTION	WINDOW REPLACEMENT AT GARAGE	07302020	08/11/20	900.00	40473
101-442-932.000	07/02/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/STREET	A147124	09/14/20	35.25	
101-442-932.000	07/22/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/STREET	A150522	09/14/20	37.23	
101-442-932.000	07/22/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/STREET	A150533	09/14/20	3.90	
101-442-932.000	07/21/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/STREET	A150417	09/14/20	93.03	
101-442-932.000	07/15/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/STREET	A149313	09/14/20	11.74	
101-442-932.000	07/21/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/STREET	B566460	09/14/20	70.44	
101-442-933.000	07/31/20	RIDGE AUTO PARTS	VEHICLE REPAIR/STREET	419917	09/14/20	31.62	40529
101-442-933.000	07/31/20	SHAFFNER TIRE	VEHICLE MAINTENANCE/STREET	0008971	08/11/20	408.50	40531
101-442-935.100	07/21/20	ABONMARCHE CONSULTANTS INC	W MICHIGAN STORMEWATER IMPROVEMENT	131194	08/11/20	312.50	40478
101-442-943.000	07/07/20	KABELIN ACE HARDWARE	EQUIPMENT RENTAL/SCISSOR LIFT/STREE	44998-1	08/11/20	495.00	40510
Total For Dept 442 STREET OPERATING						9,562.35	
Dept 448 STREET LIGHTING							

INVOICE GL DISTRIBUTION REPORT
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 448 STREET LIGHTING							
101-448-926.000	07/14/20	INDIANA MICHIGAN POWER	ELECTRIC/STREET LIGHTING	04459418614-17	08/11/20	175.36	40507
						<u>175.36</u>	
Total For Dept 448 STREET LIGHTING						175.36	
Dept 872 OTHER FUNCTIONS							
101-872-818.000	07/22/20	L&M FAB TECH	INSTALL PLUG IN DISCHARGE PIPE OFF	544-2020	08/11/20	2,800.00	40512
						<u>2,800.00</u>	
Total For Dept 872 OTHER FUNCTIONS						2,800.00	
Total For Fund 101 GENERAL FUND						<u>46,181.11</u>	
Fund 208 PARK FUND							
Dept 691 PARK							
208-691-716.000	07/20/20	BLUE CROSS BLUE SHIELD OF MICH	PPO 500 PLAN AUGUST 2020	072020 PPO 500	07/20/20	732.04	40463
208-691-756.000	07/11/20	MENARDS	OPERATING SUPPLIES/PARK	55126	08/11/20	156.24	40515
208-691-756.000	07/13/20	MENARDS	OPERATING SUPPLIES/PARK	55275	08/11/20	128.87	40515
208-691-756.000	07/17/20	MODEL COVERALL	VINYL GLOVES/BEACH/PARK	S0907062	08/11/20	33.06	40517
208-691-756.000	07/18/20	MENARDS	OPERATING SUPPLIES/PARK	55687	08/11/20	161.86	40515
208-691-756.000	07/24/20	AMERICAN SAFETY & FIRST AID	FIRST AID SUPPLIES -- BOAT LAUNCH	7.09699-IN	08/11/20	9.71	40479
208-691-756.000	07/24/20	AMERICAN SAFETY & FIRST AID	FIRST AID SUPPLIES--LIFE GUARDS	7.09700-IN	08/11/20	44.94	40479
208-691-756.000	07/10/20	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A148456	09/14/20	95.97	
208-691-756.000	07/16/20	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	B56087	09/14/20	15.63	
208-691-756.000	07/23/20	SWEETWATER BOATING SUPPLIES	BOAT CLEANER/PARK	7231	08/11/20	79.98	40536
208-691-756.000	07/23/20	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A150834	09/14/20	4.88	
208-691-756.000	08/03/20	J.P. COOKE CO.	KAYAK STAMP FOR BOAT LAUNCH	632637	08/11/20	28.45	40508
208-691-756.000	07/17/20	CITYS PURE ICE	ICE/MARINA/PARK	0140907	08/11/20	68.00	40488
208-691-756.000	07/29/20	CITYS PURE ICE	ICE/BOAT RAMP/PARK	0143257	08/11/20	33.15	40488
208-691-767.000	07/24/20	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	A150913	09/14/20	26.45	
208-691-818.000	07/10/20	COUNTRY LANE REMODELING/MIKE I	PARKS MOWINGS JULY 9TH	1586-B	08/11/20	990.00	40442
208-691-818.000	07/09/20	PRIDE THE PORTABLE TOILET COM	TOILET RENTAL/PARK/07/09/20-08/05/2	20456	08/11/20	375.00	40526
208-691-818.000	07/31/20	OCCUSCREEN, LLC	COMPREHENSIVE SCREENING/PARK	154973	08/11/20	59.00	40518
208-691-853.000	08/01/20	D'AMICO KRISTEN	PHONE STIPEND/D'AMICO/08/01/20	08/01/20	08/11/20	50.00	40491
208-691-853.000	07/23/20	VERIZON WIRELESS	VERIZON/STREET/PARKS/POLICE/07/24/2	9859308177	08/11/20	132.53	40541
208-691-903.000	07/10/20	ART & IMAGE	SIGN PRINTING/PARK	2862	08/11/20	240.00	40481
208-691-903.000	07/15/20	ART & IMAGE	PRINTING/PARK	2872	08/11/20	117.63	40481
208-691-903.000	07/15/20	ART & IMAGE	PRINTING/PARK	2873	08/11/20	78.00	40481
208-691-903.000	07/31/20	ART & IMAGE	SIGN PRINTING/BEACH	2902	08/11/20	402.80	40481
208-691-920.000	07/13/20	CITY OF NEW BUFFALO	CITY WATER BILLS/06/02/20-07/31/20	08/03/20	08/11/20	1,952.56	40487
208-691-920.000	07/14/20	INDIANA MICHIGAN POWER	ELECTRIC/PARKS	04546766223-17	08/11/20	1,311.54	40507
208-691-920.000	07/15/20	COMCAST	COMCAST/MARINA/PARK/07/15/20-08/14/	8771402550106726	08/11/20	160.63	40427
208-691-931.000	07/15/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BEACH/PARK	0715200505	08/11/20	95.90	40494
208-691-931.000	07/15/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/MARINA/PARK	0715200515	08/11/20	78.45	40494
208-691-931.000	07/15/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BOAT RAMP/PARK	0715200535	08/11/20	47.95	40494
208-691-931.000	07/15/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/OSELKA/PARK	0715200525	08/11/20	82.95	40494
208-691-931.000	07/21/20	CDW GOVERNMENT	REPL ACCESS POINT AT MARINA HIT BY	ZKG3365	08/11/20	881.29	40485
208-691-931.000	07/29/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BEACH/PARK	0729200505	08/11/20	95.90	40494
208-691-931.000	07/29/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/MARINA/PARK	0729200515	08/11/20	78.45	40494
208-691-931.000	07/29/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/OSELKA/PARK	0729200525	08/11/20	82.95	40495
208-691-931.000	07/29/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BOAT RAMP/PARK	0729200535	08/11/20	47.95	40495
208-691-931.000	07/27/20	E.I. CONSTRUCTION	BUILDING SUPPLIES/PARK	07/27/20	08/11/20	265.00	40497
208-691-931.000	07/20/20	NEW BUFFALO HARDWARE	BUILDING REPAIR/PARK	A150173	09/14/20	96.94	
208-691-931.000	07/21/20	NEW BUFFALO HARDWARE	BUILDING SUPPLIES/PARK	A150333	09/14/20	37.70	
208-691-931.000	07/15/20	NEW BUFFALO HARDWARE	BUILDING REPAIR/PARK	A14968	09/14/20	47.42	
208-691-931.000	07/14/20	NEW BUFFALO HARDWARE	BUILDING REPAIR/PARK	A149048	09/14/20	10.28	
208-691-931.000	06/22/20	DOMESTIC UNIFORM RENTALS	10 CASES OF TOILET PAPER/BEACH	06/24/20	08/11/20	253.55	40495

INVOICE GL DISTRIBUTION REPORT
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 208 PARK FUND							
Dept 691 PARK							
208-691-932.000	07/10/20	ALL PHASE ELECTRIC SUPPLY CO	GROUNDS REPAIR/PARK	4610-703559	07/14/20	113.50	40458
208-691-932.000	07/01/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	B54870	09/14/20	303.60	
208-691-932.000	07/01/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	B54875	09/14/20	42.22	
208-691-932.000	07/06/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	B55281	09/14/20	11.26	
208-691-932.000	07/25/20	STARK SOLID CONCRETE	CONCRETE FOR BOAT LAUNCH/PARK	INV0679	08/11/20	3,950.00	40534
208-691-932.000	07/28/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	B57030	09/14/20	53.89	
208-691-932.000	07/09/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	A148227	09/14/20	4.40	
208-691-932.000	07/07/20	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	A147828	09/14/20	80.70	
208-691-932.000	07/15/20	BIG C LUMBER	GROUNDS REPAIR/PARK	1187846	08/11/20	255.08	40482
208-691-933.000	07/17/20	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	A149675	09/14/20	2.44	
208-691-933.000	07/29/20	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	B57117	09/14/20	92.08	
208-691-933.000	07/30/20	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	A152004	09/14/20	61.07	
208-691-933.000	07/24/20	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	A150928	09/14/20	57.09	
208-691-933.100	07/16/20	TOTAL PARKING SOLUTIONS	PARKING TERMINAL RECEIPT PAPER/PARK	105022	08/11/20	320.00	40538
208-691-933.100	07/16/20	TOTAL PARKING SOLUTIONS	PARKING TERMINAL RECEIPT PAPER/PARK	105020	08/11/20	320.00	40538
208-691-933.200	07/27/20	JOHN DEERE FINANCIAL	EQUIPMENT LEASE/UTILITY /PARK	2365921	08/11/20	968.89	40474
208-691-933.200	07/27/20	JOHN DEERE FINANCIAL	EQUIPMENT RENTAL/LOADER/PARK	2365922	08/11/20	147.23	40474
Total For Dept 691 PARK						16,475.05	
Total For Fund 208 PARK FUND						16,475.05	
Fund 402 EQUIPMENT PURCHASE FUND							
Dept 902 CAPITAL							
402-902-981.200	07/18/20	WELLS FARGO VENDOR FIN SERV	TOOL CAT/SWEPER/PARK/STREET	5011250136	08/11/20	714.95	40542
402-902-981.300	07/18/20	WELLS FARGO VENDOR FIN SERV	TOOL CAT/SWEPER/PARK/STREET	5011250136	08/11/20	476.63	40542
Total For Dept 902 CAPITAL						1,191.58	
Total For Fund 402 EQUIPMENT PURCHASE FUND						1,191.58	
Fund 590 SEWER FUND							
Dept 537 SEWER							
590-537-920.000	07/20/20	INDIANA MICHIGAN POWER	ELECTRIC/SEWER	04598645309-17	08/11/20	445.42	40507
Total For Dept 537 SEWER						445.42	
Total For Fund 590 SEWER FUND						445.42	
Fund 591 WATER FUND							
Dept 536 WATER							
591-536-716.000	07/20/20	BLUE CROSS BLUE SHIELD OF MICH	PPO 500 PLAN AUGUST 2020	072020 PPO 500	07/20/20	6,897.33	40463
591-536-756.000	07/19/20	MENARDS	OPERATING SUPPLIES/WATER	55765	08/11/20	21.98	40515
591-536-756.000	07/10/20	ETNA SUPPLY COMPANY	WEST WATER STREET PROJECT MATERIALS	S103595835.001	08/11/20	2,647.50	40499
591-536-756.300	07/14/20	NEW BUFFALO HARDWARE	TESTING SUPPLIES/WATER	A149155	09/14/20	3.71	
591-536-756.300	07/16/20	STATE OF MICHIGAN DEQ	TESTING/WATER	76110512129	08/11/20	9.00	40535
591-536-756.400	07/13/20	IDEXX DISTRIBUTION CORP	LAB SUPPLIES/WATER	3067741100	08/11/20	1,025.06	40444
591-536-756.400	07/15/20	NEW BUFFALO HARDWARE	LAB SUPPLIES/WATER	A149292	09/14/20	4.89	
591-536-756.400	07/15/20	USA BLUEBOOK	LAB SUPPLIES/WATER	296282	08/11/20	84.50	40540
591-536-756.400	07/13/20	USA BLUEBOOK	LAB SUPPLIES/WATER	292640	08/11/20	503.68	40540
591-536-767.000	07/28/20	NEW BUFFALO HARDWARE	EQUIPMENT/WATER	A151620	09/14/20	20.57	
591-536-818.000	07/10/20	COUNTRY LANE REMODELING/MIKE I	MOWING WATER TOWER/WATER	1589	08/11/20	70.00	40442
591-536-818.000	07/12/20	BLACKTOP SPECIALISTS, LLC	ROAD CUT 25 FRANKLIN STREET/WATER	INV123	08/11/20	990.00	40424
591-536-818.000	07/12/20	BLACKTOP SPECIALISTS, LLC	ROAD CUT 123 SOUTH THOMPSON STREET/W	INV124	08/11/20	990.00	40424
591-536-818.000	07/15/20	KENNETH L KORP	BEAVER AND INCIDENTAL REMOVAL/WATER	07/16/20	08/11/20	275.00	40511
591-536-818.000	08/02/20	EVOQUA WATER TECHNOLOGIES	LINK2SITE SERVICE WATER DEPT	0904390099	08/11/20	552.00	40476

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Fund 591 WATER FUND							
Dept 536 WATER							
591-536-818.000	07/23/20	DIXON ENGINEERING INC	WATER TOWER INSPECTION	20-6878	08/11/20	2,500.00	40493
591-536-853.000	08/01/20	ANDERSON, KENNETH	PHONE STIPEND/ANDERSON	08/01/20	08/11/20	50.00	40480
591-536-853.000	08/01/20	GRUENER, ROBERT	PHONE STIPEND/GRUENER/08/01/20	GRUENER	08/11/20	50.00	40504
591-536-853.000	08/01/20	JOHNSON, JEFFREY	PHONE STIPEND/JOHNSON/08/01/20	08/01/20	08/11/20	50.00	40509
591-536-920.000	07/14/20	INDIANA MICHIGAN POWER	ELECTRIC/WATER	04354696801-17	08/11/20	4,099.40	40507
591-536-920.000	07/24/20	COMCAST	COMCAST/WATER	8771402550011900	08/11/20	234.25	40472
591-536-930.000	07/14/20	NEW BUFFALO HARDWARE	PLANT REPAIR/WATER	A149116	09/14/20	11.05	
591-536-931.000	07/15/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/WATER	0715200005	08/11/20	41.50	40494
591-536-931.000	07/29/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/WATER	0729200005	08/11/20	41.50	40494
591-536-931.000	04/22/20	DOMESTIC UNIFORM RENTALS	PAST DUE INVOICE/WATER/04/22/20	04/22/20	08/11/20	41.50	40495
591-536-933.000	06/16/20	FASTENAL COMPANY	EQUIPMENT/WATER	INMIC231913	08/11/20	508.58	40500
591-536-933.000	07/24/20	GASVODA & ASSOCIATES INC	MAINTENANCE/WATER TREATMENT REPAIR	INV2001569	08/11/20	1,269.00	40502
591-536-934.000	07/13/20	NEW BUFFALO HARDWARE	REPAIRS/WATER	A148907	09/14/20	2.53	
591-536-939.000	07/30/20	THREE OAKS FORD	VEHICLE REPAIR/WATER	145065CITB99	08/11/20	94.89	40537
Total For Dept 536 WATER						23,089.42	
Total For Fund 591 WATER FUND						23,089.42	
Fund 703 CURRENT TAX FUND							
Dept 000							
703-000-230.100	07/20/20	BERRIEN COUNTY TREASURER	COUNTY GENERAL 7/1/20 THRU 7/19/20	07/20/20 CO GEN	07/20/20	96,526.77	2164
703-000-230.100	07/20/20	BERRIEN COUNTY TREASURER	COUNTY SET 7/1/20 THRU 7/19/20	07/20/20 CO SET	07/20/20	121,359.82	2164
703-000-230.100	08/03/20	BERRIEN COUNTY TREASURER	COUNTY GENERAL 7/20/20 THRU 8/02/20	080320	08/03/20	54,436.95	2166
703-000-230.100	08/03/20	BERRIEN COUNTY TREASURER	COUNTY SET 7/19/20 THRU 08/02/20	080320 SET	08/03/20	68,441.74	2166
703-000-230.200	07/20/20	NEW BUFFALO AREA SCHOOLS	SUMMER: SCHOOL OPERATING 7/1 THRU 7	07/20/20	07/20/20	149,145.33	2165
703-000-230.200	08/03/20	NEW BUFFALO AREA SCHOOLS	SUMMER: SCHOOL OPERATING 7/20 THRU	080320	08/03/20	91,013.70	2167
Total For Dept 000						580,924.31	
Total For Fund 703 CURRENT TAX FUND						580,924.31	

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Fund Totals:							
			Fund 101 GENERAL FUND			46,181.11	
			Fund 208 PARK FUND			16,475.05	
			Fund 402 EQUIPMENT PURCHASE FUND			1,191.58	
			Fund 590 SEWER FUND			445.42	
			Fund 591 WATER FUND			23,089.42	
			Fund 703 CURRENT TAX FUND			580,924.31	
			Total For All Funds:			668,306.89	

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
Revenues								
101-000-404.000	PROPERTY TAXES	2,501,055.00	2,501,055.00	2,501,055.00	2,438,063.29	2,501,055.00	0.00	100.00
101-000-417.000	DELINQUENT TAX PERSONAL	0.00	0.00	0.00	1.02	0.00	0.00	0.00
101-000-445.000	PENALTY & INTEREST	7,000.00	7,000.00	0.00	8,432.67	0.00	7,000.00	0.00
101-000-477.000	BUILDING PERMITS	35,000.00	35,000.00	0.00	29,357.41	0.00	35,000.00	0.00
101-000-478.000	ELECTRICAL PERMITS	10,000.00	10,000.00	0.00	9,959.90	0.00	10,000.00	0.00
101-000-479.000	MECHANICAL PERMITS	10,000.00	10,000.00	0.00	9,836.70	0.00	10,000.00	0.00
101-000-480.000	PLUMBING PERMITS	6,500.00	6,500.00	0.00	4,747.60	0.00	6,500.00	0.00
101-000-481.000	ZONING DEPOSITS	500.00	500.00	0.00	0.00	0.00	500.00	0.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION	5,000.00	5,000.00	0.00	5,637.97	0.00	5,000.00	0.00
101-000-574.000	CVTRS	10,095.00	10,095.00	1,980.00	9,900.00	1,980.00	8,115.00	19.61
101-000-576.000	STATE REVENUE SALES TAX	105,000.00	105,000.00	23,648.00	138,761.00	23,648.00	81,352.00	22.52
101-000-577.000	STATE REVENUE LIQUOR LICENSE	10,000.00	10,000.00	68.75	10,847.10	68.75	9,931.25	0.69
101-000-606.000	COURT CHARGES	1,000.00	1,000.00	0.00	521.83	0.00	1,000.00	0.00
101-000-615.000	SPECIAL USE FEE	1,600.00	1,600.00	0.00	991.50	0.00	1,600.00	0.00
101-000-617.000	FRANCHISE FEE	56,000.00	56,000.00	180.87	47,803.83	180.87	55,819.13	0.32
101-000-618.000	ADMINISTRATION FEE	95,000.00	95,000.00	5,829.70	100,778.50	5,829.70	89,170.30	6.14
101-000-619.000	VARIANCE FEE	2,500.00	2,500.00	350.00	3,100.00	350.00	2,150.00	14.00
101-000-627.000	SHORT TERM RENTAL FEES	30,000.00	30,000.00	1,900.00	48,550.00	1,900.00	28,100.00	6.33
101-000-628.000	SERVICE CHARGE	1,500.00	1,500.00	0.00	180.00	0.00	1,500.00	0.00
101-000-629.000	WASTE	272,834.00	272,834.00	18,293.83	267,982.78	18,293.83	254,540.17	6.71
101-000-629.100	PENALTY WASTE	3,000.00	3,000.00	272.72	3,176.82	272.72	2,727.28	9.09
101-000-654.100	OVERNIGHT PARKING PERMITS	20.00	20.00	0.00	7.00	0.00	20.00	0.00
101-000-656.000	TOWING SERVICE	1,500.00	1,500.00	0.00	1,950.00	0.00	1,500.00	0.00
101-000-657.000	PARKING FINES	500.00	500.00	0.00	224.00	0.00	500.00	0.00
101-000-665.000	INTEREST EARNED	6,000.00	6,000.00	0.00	11,450.10	0.00	6,000.00	0.00
101-000-670.000	RENTAL/LEASE	1,000.00	1,000.00	0.00	400.00	0.00	1,000.00	0.00
101-000-673.000	SALE OF ASSETS	0.00	0.00	0.00	10.00	0.00	0.00	0.00
101-000-675.000	DONATIONS	500.00	500.00	0.00	50.00	0.00	500.00	0.00
101-000-678.000	REIMBURSEMENTS	20,000.00	20,000.00	0.00	36,308.48	0.00	20,000.00	0.00
101-000-678.200	REIMBURSEMENTS-POLICE	73,341.00	73,341.00	1,364.40	63,728.47	1,364.40	71,976.60	1.86
TOTAL REVENUES		3,266,445.00	3,266,445.00	2,554,943.27	3,252,757.97	2,554,943.27	711,501.73	78.22
Expenditures								
101-101-703.000	SALARIES APPOINTED	11,500.00	11,500.00	2,781.25	9,145.00	2,781.25	8,718.75	24.18
101-101-714.000	MEDICARE	200.00	200.00	40.32	132.60	40.32	159.68	20.16
101-101-720.000	WORKER'S COMPENSATION INS	65.00	65.00	14.12	47.04	14.12	50.88	21.72
101-101-721.000	UNEMPLOYMENT COMPENSATION	550.00	550.00	0.00	297.18	0.00	550.00	0.00
101-101-756.000	OPERATING SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
101-101-818.000	PROFESSIONAL & CONTRACTUAL	500.00	500.00	0.00	0.00	0.00	500.00	0.00
101-101-826.000	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-101-831.000	MEMBERSHIPS & DUES	100.00	100.00	0.00	85.00	0.00	100.00	0.00
101-101-885.000	PUBLIC RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-101-903.000	PRINTING & PUBLISHING	250.00	250.00	0.00	0.00	0.00	250.00	0.00
101-101-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-172-703.000	SALARIES APPOINTED	47,741.00	47,741.00	5,178.02	42,696.16	5,178.02	42,562.98	10.85
101-172-706.000	SALARIES PERMANENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-172-712.000	CASH IN LIEU OF PAYMENTS	10,200.00	10,200.00	850.00	13,100.00	850.00	9,350.00	8.33
101-172-714.000	MEDICARE	742.00	742.00	87.38	808.98	87.38	654.62	11.78
101-172-715.000	SOCIAL SECURITY TAX	3,175.00	3,175.00	373.75	3,459.33	373.75	2,801.25	11.77
101-172-716.000	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-172-717.000	LIFE & DISABILITY INSURANCE	2,800.00	2,800.00	365.02	2,190.12	365.02	2,434.98	13.04
101-172-718.000	RETIREMENT	7,200.00	7,200.00	0.00	7,483.50	0.00	7,200.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
Expenditures								
101-257-707.000	SALARIES PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-714.000	MEDICARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-715.000	SOCIAL SECURITY TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-720.000	WORKER'S COMPENSATION INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-721.000	UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-728.000	OFFICE SUPPLIES	125.00	125.00	0.00	43.45	0.00	125.00	0.00
101-257-730.000	POSTAGE	2,300.00	2,300.00	0.00	2,216.35	0.00	2,300.00	0.00
101-257-756.000	OPERATING SUPPLIES	100.00	100.00	0.00	1,195.64	0.00	100.00	0.00
101-257-801.000	EDUCATION & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-818.000	PROFESSIONAL & CONTRACTUAL	24,960.00	24,960.00	0.00	27,587.50	0.00	24,960.00	0.00
101-257-831.000	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-854.200	SOFTWARE EXPENSE	900.00	900.00	0.00	0.00	0.00	900.00	0.00
101-257-903.000	PRINTING & PUBLISHING	100.00	100.00	0.00	58.00	0.00	100.00	0.00
101-257-934.000	OTHER REPAIRS & MAINT	100.00	100.00	0.00	166.00	0.00	100.00	0.00
101-257-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-262-703.000	SALARIES APPOINTED	2,000.00	2,000.00	0.00	2,000.05	0.00	2,000.00	0.00
101-262-714.000	MEDICARE	30.00	30.00	0.00	29.00	0.00	30.00	0.00
101-262-715.000	SOCIAL SECURITY TAX	110.00	110.00	0.00	124.01	0.00	110.00	0.00
101-262-730.000	POSTAGE	500.00	500.00	0.00	200.00	0.00	500.00	0.00
101-262-751.000	GASOLINE	250.00	250.00	0.00	153.52	0.00	250.00	0.00
101-262-756.000	OPERATING SUPPLIES	1,500.00	1,500.00	59.61	2,454.80	59.61	1,440.39	3.97
101-262-801.000	EDUCATION & TRAINING	200.00	200.00	0.00	0.00	0.00	200.00	0.00
101-262-818.000	PROFESSIONAL & CONTRACTUAL	6,000.00	6,000.00	0.00	2,916.50	0.00	6,000.00	0.00
101-262-903.000	PRINTING & PUBLISHING	700.00	700.00	695.50	640.10	695.50	4.50	99.36
101-262-934.000	OTHER REPAIRS & MAINT	400.00	400.00	0.00	0.00	0.00	400.00	0.00
101-262-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-266-826.100	LABOR MATTERS	5,000.00	5,000.00	0.00	8,440.50	0.00	5,000.00	0.00
101-266-826.300	COURT/ORDINANCE	15,000.00	15,000.00	0.00	9,384.00	0.00	15,000.00	0.00
101-266-826.400	OTHER LEGAL MATTERS	40,000.00	40,000.00	0.00	36,484.38	0.00	40,000.00	0.00
101-266-826.500	FOIA	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
101-276-969.000	CONTRIBUTIONS TO OTHERS	30,000.00	30,000.00	2,500.00	29,500.00	2,500.00	27,500.00	8.33
101-298-706.000	SALARIES PERMANENT	67,060.00	67,060.00	7,692.78	63,578.46	7,692.78	59,367.22	11.47
101-298-714.000	MEDICARE	1,018.00	1,018.00	104.63	826.15	104.63	913.37	10.28
101-298-715.000	SOCIAL SECURITY TAX	4,354.00	4,354.00	447.37	3,532.46	447.37	3,906.63	10.27
101-298-716.000	HEALTH INSURANCE	35,740.00	35,740.00	5,009.88	24,426.94	5,009.88	30,730.12	14.02
101-298-717.000	LIFE & DISABILITY INSURANCE	1,280.00	1,280.00	422.36	1,886.28	422.36	857.64	33.00
101-298-718.000	RETIREMENT	5,618.00	5,618.00	0.00	4,980.50	0.00	5,618.00	0.00
101-298-720.000	WORKER'S COMPENSATION INS	1,500.00	1,500.00	341.48	1,100.91	341.48	1,158.52	22.77
101-298-721.000	UNEMPLOYMENT COMPENSATION	1,000.00	1,000.00	0.00	466.41	0.00	1,000.00	0.00
101-298-728.000	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	3,606.16	0.00	4,000.00	0.00
101-298-730.000	POSTAGE	4,700.00	4,700.00	0.00	4,317.19	0.00	4,700.00	0.00
101-298-751.000	GASOLINE	600.00	600.00	0.00	203.04	0.00	600.00	0.00
101-298-756.000	OPERATING SUPPLIES	3,500.00	3,500.00	0.00	2,282.80	0.00	3,500.00	0.00
101-298-818.000	PROFESSIONAL & CONTRACTUAL	7,000.00	7,000.00	912.10	6,899.60	912.10	6,087.90	13.03
101-298-818.200	ENGINEERING	20,000.00	20,000.00	0.00	18,750.00	0.00	20,000.00	0.00
101-298-831.000	MEMBERSHIPS & DUES	2,500.00	2,500.00	0.00	2,310.50	0.00	2,500.00	0.00
101-298-853.000	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-298-854.000	TECH SUPPORT/MAINTENANCE	27,000.00	27,000.00	28.44	56,821.38	28.44	26,971.56	0.11
101-298-854.100	WEBSITE/SOCIAL MEDIA	7,300.00	7,300.00	0.00	5,768.54	0.00	7,300.00	0.00
101-298-854.200	SOFTWARE EXPENSE	20,000.00	20,000.00	4,083.00	17,314.59	4,083.00	15,917.00	20.42
101-298-903.000	PRINTING & PUBLISHING	6,000.00	6,000.00	284.75	6,297.98	284.75	5,715.25	4.75
101-298-920.000	UTILITIES	14,000.00	14,000.00	533.94	10,803.51	533.94	13,466.06	3.81
101-298-931.000	BUILDING REPAIR & MAINTENANCE	25,000.00	25,000.00	535.94	24,841.28	535.94	24,464.06	2.14
101-298-932.000	GROUNDS REPAIR & MAINT	4,500.00	4,500.00	162.51	3,077.65	162.51	4,337.49	3.61

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
Expenditures								
101-298-934.000	OTHER REPAIRS & MAINT	5,000.00	5,000.00	0.00	1,461.33	0.00	5,000.00	0.00
101-298-939.000	VEHICLE REPAIR & MAINTENANCE	0.00	0.00	0.00	110.02	0.00	0.00	0.00
101-298-942.000	EQUIPMENT	1,500.00	1,500.00	354.56	2,555.83	354.56	1,145.44	23.64
101-298-943.000	EQUIPMENT RENTAL	12,500.00	12,500.00	499.65	5,972.99	499.65	12,000.35	4.00
101-298-956.200	REFUNDS	3,500.00	3,500.00	0.00	289.89	0.00	3,500.00	0.00
101-298-962.000	MISCELLANEOUS	0.00	0.00	0.00	11,009.53	0.00	0.00	0.00
101-298-971.000	CASH SHORT/OVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-305-705.000	SALARIES SUPERVISION	82,792.00	82,792.00	9,460.11	78,520.95	9,460.11	73,331.89	11.43
101-305-706.000	SALARIES PERMANENT	386,250.00	386,250.00	42,615.03	368,633.59	42,615.03	343,634.97	11.03
101-305-706.100	SALARIES-OVERTIME	60,000.00	60,000.00	3,628.32	53,794.53	3,628.32	56,371.68	6.05
101-305-707.000	SALARIES PART-TIME	58,000.00	58,000.00	12,534.06	53,895.53	12,534.06	45,465.94	21.61
101-305-714.000	MEDICARE	7,688.00	7,688.00	967.30	7,665.49	967.30	6,720.70	12.58
101-305-715.000	SOCIAL SECURITY TAX	32,875.00	32,875.00	4,136.09	32,776.67	4,136.09	28,738.91	12.58
101-305-716.000	HEALTH INSURANCE	142,000.00	142,000.00	14,162.21	103,947.48	14,162.21	127,837.79	9.97
101-305-717.000	LIFE & DISABILITY INSURANCE	14,218.00	14,218.00	2,242.86	11,761.56	2,242.86	11,975.14	15.77
101-305-718.000	RETIREMENT	37,384.00	37,384.00	0.00	32,398.72	0.00	37,384.00	0.00
101-305-720.000	WORKER'S COMPENSATION INS	14,000.00	14,000.00	3,403.79	11,127.75	3,403.79	10,596.21	24.31
101-305-721.000	UNEMPLOYMENT COMPENSATION	5,558.00	5,558.00	0.00	3,025.28	0.00	5,558.00	0.00
101-305-722.000	MEDICAL EXPENSE	1,600.00	1,600.00	100.23	1,263.61	100.23	1,499.77	6.26
101-305-728.000	OFFICE SUPPLIES	1,600.00	1,600.00	0.00	537.62	0.00	1,600.00	0.00
101-305-730.000	POSTAGE	150.00	150.00	0.00	72.95	0.00	150.00	0.00
101-305-751.000	GASOLINE	17,000.00	17,000.00	0.00	9,130.90	0.00	17,000.00	0.00
101-305-756.000	OPERATING SUPPLIES	2,100.00	2,100.00	435.91	1,894.55	435.91	1,664.09	20.76
101-305-767.000	EQUIPMENT/SMALL TOOLS	4,000.00	4,000.00	0.00	2,166.89	0.00	4,000.00	0.00
101-305-768.000	UNIFORMS	12,000.00	12,000.00	0.00	13,870.07	0.00	12,000.00	0.00
101-305-768.100	AMMO	4,500.00	4,500.00	0.00	2,641.02	0.00	4,500.00	0.00
101-305-768.200	UNIFORM ALLOW-RESERVE/CERT	1,600.00	1,600.00	0.00	424.59	0.00	1,600.00	0.00
101-305-769.000	K-9	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-305-801.000	EDUCATION & TRAINING	5,355.00	5,355.00	0.00	4,032.30	0.00	5,355.00	0.00
101-305-818.000	PROFESSIONAL & CONTRACTUAL	5,200.00	5,200.00	0.00	3,508.65	0.00	5,200.00	0.00
101-305-831.000	MEMBERSHIPS & DUES	600.00	600.00	60.00	619.64	60.00	540.00	10.00
101-305-851.000	RADIO/VIDEO MAINTENANCE	5,200.00	5,200.00	0.00	4,471.30	0.00	5,200.00	0.00
101-305-853.000	TELEPHONE	6,200.00	6,200.00	50.00	5,468.42	50.00	6,150.00	0.81
101-305-903.000	PRINTING & PUBLISHING	1,000.00	1,000.00	32.55	735.73	32.55	967.45	3.26
101-305-913.000	INSURANCE	11,000.00	11,000.00	1,762.72	4,006.13	1,762.72	9,237.28	16.02
101-305-916.000	LIABILITY INSURANCE	58,000.00	58,000.00	11,660.38	34,981.13	11,660.38	46,339.62	20.10
101-305-920.000	UTILITIES	10,000.00	10,000.00	425.64	9,848.64	425.64	9,574.36	4.26
101-305-931.000	BUILDING REPAIR & MAINTENANCE	9,000.00	9,000.00	612.95	12,709.08	612.95	8,387.05	6.81
101-305-933.000	EQUIPMENT & MAINTENANCE	2,500.00	2,500.00	0.00	7,945.61	0.00	2,500.00	0.00
101-305-933.100	EQUIPMENT MAINT--PARKING ENFOR	2,050.00	2,050.00	0.00	0.00	0.00	2,050.00	0.00
101-305-934.000	OTHER REPAIRS & MAINT	4,000.00	4,000.00	0.00	2,137.30	0.00	4,000.00	0.00
101-305-939.000	VEHICLE REPAIR & MAINTENANCE	11,000.00	11,000.00	1,250.56	15,537.44	1,250.56	9,749.44	11.37
101-305-943.000	EQUIPMENT RENTAL	300.00	300.00	48.57	1,230.32	48.57	251.43	16.19
101-305-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-305-979.000	EQUIPMENT	27,000.00	27,000.00	5,021.58	25,931.71	5,021.58	21,978.42	18.60
101-336-705.000	SALARIES SUPERVISION	21,211.00	21,211.00	2,423.70	20,570.49	2,423.70	18,787.30	11.43
101-336-708.000	VOLUNTEER SALARIES	15,000.00	15,000.00	881.00	6,477.00	881.00	14,119.00	5.87
101-336-714.000	MEDICARE	574.00	574.00	47.92	392.19	47.92	526.08	8.35
101-336-715.000	SOCIAL SECURITY TAX	1,400.00	1,400.00	150.27	1,275.37	150.27	1,249.73	10.73
101-336-717.000	LIFE & DISABILITY INSURANCE	1,500.00	1,500.00	0.00	1,000.00	0.00	1,500.00	0.00
101-336-720.000	WORKER'S COMPENSATION INS	2,000.00	2,000.00	506.38	1,654.17	506.38	1,493.62	25.32
101-336-721.000	UNEMPLOYMENT COMPENSATION	1,671.00	1,671.00	0.00	181.69	0.00	1,671.00	0.00
101-336-728.000	OFFICE SUPPLIES	800.00	800.00	0.00	32.99	0.00	800.00	0.00
101-336-730.000	POSTAGE	100.00	100.00	0.00	0.00	0.00	100.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
Expenditures								
101-336-751.000	GASOLINE	2,000.00	2,000.00	0.00	345.15	0.00	2,000.00	0.00
101-336-756.000	OPERATING SUPPLIES	1,700.00	1,700.00	0.00	96.06	0.00	1,700.00	0.00
101-336-767.000	EQUIPMENT/SMALL TOOLS	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00
101-336-768.000	UNIFORMS	1,200.00	1,200.00	0.00	396.42	0.00	1,200.00	0.00
101-336-801.000	EDUCATION & TRAINING	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
101-336-818.000	PROFESSIONAL & CONTRACTUAL	1,000.00	1,000.00	2,000.00	670.00	2,000.00	(1,000.00)	200.00
101-336-831.000	MEMBERSHIPS & DUES	200.00	200.00	0.00	125.00	0.00	200.00	0.00
101-336-851.000	RADIO/VIDEO MAINTENANCE	5,000.00	5,000.00	0.00	101.50	0.00	5,000.00	0.00
101-336-853.000	TELEPHONE	2,700.00	2,700.00	50.00	600.00	50.00	2,650.00	1.85
101-336-903.000	PRINTING & PUBLISHING	300.00	300.00	0.00	0.00	0.00	300.00	0.00
101-336-913.000	INSURANCE	20,000.00	20,000.00	3,954.25	13,522.75	3,954.25	16,045.75	19.77
101-336-920.000	UTILITIES	7,000.00	7,000.00	697.69	8,252.81	697.69	6,302.31	9.97
101-336-931.000	BUILDING REPAIR & MAINTENANCE	7,000.00	7,000.00	0.00	8,258.40	0.00	7,000.00	0.00
101-336-932.000	GROUNDS REPAIR & MAINT	2,000.00	2,000.00	0.00	1,047.26	0.00	2,000.00	0.00
101-336-933.000	EQUIPMENT & MAINTENANCE	12,000.00	12,000.00	598.50	3,103.13	598.50	11,401.50	4.99
101-336-934.000	OTHER REPAIRS & MAINT	400.00	400.00	0.00	0.00	0.00	400.00	0.00
101-336-939.000	VEHICLE REPAIR & MAINTENANCE	10,000.00	10,000.00	99.55	1,435.73	99.55	9,900.45	1.00
101-336-962.000	MISCELLANEOUS	0.00	0.00	0.00	4.89	0.00	0.00	0.00
101-336-979.000	EQUIPMENT	18,000.00	18,000.00	213.82	2,964.57	213.82	17,786.18	1.19
101-336-979.100	GEAR	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00
101-371-728.000	OFFICE SUPPLIES	200.00	200.00	0.00	50.79	0.00	200.00	0.00
101-371-756.000	OPERATING SUPPLIES	700.00	700.00	0.00	2,173.78	0.00	700.00	0.00
101-371-801.000	EDUCATION & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-371-818.000	PROFESSIONAL & CONTRACTUAL	1,000.00	1,000.00	0.00	655.00	0.00	1,000.00	0.00
101-371-819.000	INSPECTION FEE	65,000.00	65,000.00	(2,360.77)	26,951.40	(2,360.77)	67,360.77	(3.63)
101-371-819.100	MECHANICAL INSPEC FEE	17,000.00	17,000.00	(1,421.00)	7,240.39	(1,421.00)	18,421.00	(8.36)
101-371-819.200	ELECTRICAL INSPECTION FEE	16,000.00	16,000.00	(1,571.25)	9,664.10	(1,571.25)	17,571.25	(9.82)
101-371-819.300	PLUMBING INSPECTOR	6,500.00	6,500.00	(166.00)	4,088.50	(166.00)	6,666.00	(2.55)
101-371-819.400	RENTAL INSPECTIONS	35,000.00	35,000.00	0.00	37,545.00	0.00	35,000.00	0.00
101-371-903.000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-371-934.000	OTHER REPAIRS & MAINT	0.00	0.00	0.00	252.50	0.00	0.00	0.00
101-371-979.000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-442-705.000	SALARIES SUPERVISION	35,000.00	35,000.00	3,672.85	31,710.83	3,672.85	31,327.15	10.49
101-442-706.000	SALARIES PERMANENT	59,272.00	59,272.00	3,926.95	33,657.36	3,926.95	55,345.05	6.63
101-442-706.100	SALARIES-OVERTIME	15,000.00	15,000.00	1,152.60	6,483.36	1,152.60	13,847.40	7.68
101-442-707.000	SALARIES PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-442-714.000	MEDICARE	1,401.00	1,401.00	129.47	984.96	129.47	1,271.53	9.24
101-442-715.000	SOCIAL SECURITY TAX	6,920.00	6,920.00	553.73	4,211.68	553.73	6,366.27	8.00
101-442-716.000	HEALTH INSURANCE	70,354.00	70,354.00	4,496.80	53,774.10	4,496.80	65,857.20	6.39
101-442-717.000	LIFE & DISABILITY INSURANCE	7,587.00	7,587.00	968.22	4,564.94	968.22	6,618.78	12.76
101-442-718.000	RETIREMENT	17,917.00	17,917.00	0.00	11,286.25	0.00	17,917.00	0.00
101-442-720.000	WORKER'S COMPENSATION INS	15,000.00	15,000.00	3,769.71	12,449.64	3,769.71	11,230.29	25.13
101-442-721.000	UNEMPLOYMENT COMPENSATION	3,000.00	3,000.00	0.00	859.03	0.00	3,000.00	0.00
101-442-723.000	STIPENDS	500.00	500.00	400.00	300.00	400.00	100.00	80.00
101-442-728.000	OFFICE SUPPLIES	575.00	575.00	0.00	801.33	0.00	575.00	0.00
101-442-751.000	GASOLINE	2,200.00	2,200.00	0.00	699.87	0.00	2,200.00	0.00
101-442-756.000	OPERATING SUPPLIES	7,500.00	7,500.00	60.47	7,109.40	60.47	7,439.53	0.81
101-442-767.000	EQUIPMENT/SMALL TOOLS	5,000.00	5,000.00	44.25	7,402.85	44.25	4,955.75	0.89
101-442-768.000	UNIFORMS	2,400.00	2,400.00	0.00	1,350.61	0.00	2,400.00	0.00
101-442-801.000	EDUCATION & TRAINING	500.00	500.00	0.00	0.00	0.00	500.00	0.00
101-442-818.000	PROFESSIONAL & CONTRACTUAL	7,000.00	7,000.00	1,432.00	14,050.77	1,432.00	5,568.00	20.46
101-442-818.120	TREE REMOVALS	15,000.00	15,000.00	0.00	8,250.00	0.00	15,000.00	0.00
101-442-831.000	MEMBERSHIPS & DUES	600.00	600.00	0.00	580.49	0.00	600.00	0.00
101-442-853.000	TELEPHONE	1,200.00	1,200.00	50.00	1,000.10	50.00	1,150.00	4.17

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
Expenditures								
101-442-903.000	PRINTING & PUBLISHING	300.00	300.00	0.00	847.84	0.00	300.00	0.00
101-442-913.000	INSURANCE	5,000.00	5,000.00	944.82	2,834.46	944.82	4,055.18	18.90
101-442-920.000	UTILITIES	16,000.00	16,000.00	1,429.25	15,228.97	1,429.25	14,570.75	8.93
101-442-931.000	BUILDING REPAIR & MAINTENANCE	20,000.00	20,000.00	1,081.46	25,069.87	1,081.46	18,918.54	5.41
101-442-932.000	GROUNDS REPAIR & MAINT	20,000.00	20,000.00	2,945.90	14,336.03	2,945.90	17,054.10	14.73
101-442-933.000	EQUIPMENT & MAINTENANCE	5,000.00	5,000.00	0.00	5,241.50	0.00	5,000.00	0.00
101-442-935.100	STORM SEWER REPAIR & MAINT	10,000.00	10,000.00	312.50	1,410.00	312.50	9,687.50	3.13
101-442-939.000	VEHICLE REPAIR & MAINTENANCE	12,000.00	12,000.00	0.00	14,053.88	0.00	12,000.00	0.00
101-442-943.000	EQUIPMENT RENTAL	3,000.00	3,000.00	495.00	20,970.73	495.00	2,505.00	16.50
101-442-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-442-962.200	MISC PROJECT COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-448-926.000	STREET LIGHTING	37,000.00	37,000.00	175.36	33,402.76	175.36	36,824.64	0.47
101-523-818.000	PROFESSIONAL & CONTRACTUAL	272,256.00	272,256.00	41,725.20	229,868.60	41,725.20	230,530.80	15.33
101-523-956.200	REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-651-818.000	PROFESSIONAL & CONTRACTUAL	110,817.00	110,817.00	9,013.00	106,056.00	9,013.00	101,804.00	8.13
101-721-801.000	EDUCATION & TRAINING	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	0.00
101-721-818.000	PROFESSIONAL & CONTRACTUAL	3,000.00	3,000.00	0.00	578.00	0.00	3,000.00	0.00
101-721-831.000	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-721-903.000	PRINTING & PUBLISHING	200.00	200.00	0.00	392.00	0.00	200.00	0.00
101-721-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-722-818.000	PROFESSIONAL & CONTRACTUAL	700.00	700.00	0.00	324.00	0.00	700.00	0.00
101-722-831.000	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-722-903.000	PRINTING & PUBLISHING	200.00	200.00	0.00	554.00	0.00	200.00	0.00
101-722-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-872-807.000	AUDIT	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
101-872-818.000	PROFESSIONAL & CONTRACTUAL	20,000.00	20,000.00	2,800.00	19,056.00	2,800.00	17,200.00	14.00
101-872-818.200	ENGINEERING	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00
101-872-854.000	TECH SUPPORT/MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-872-881.000	MISCELLANEOUS PROJECT COST	15,000.00	15,000.00	0.00	7,030.47	0.00	15,000.00	0.00
101-872-912.000	FIRE INSURANCE	5,000.00	5,000.00	1,101.99	3,305.97	1,101.99	3,898.01	22.04
101-872-913.000	INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-872-916.000	LIABILITY INSURANCE	9,000.00	9,000.00	1,648.01	4,944.04	1,648.01	7,351.99	18.31
101-872-932.500	AMTRAK PLATFORM MAINT.	800.00	800.00	0.00	0.00	0.00	800.00	0.00
101-872-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-872-963.000	BANK FEES	7,000.00	7,000.00	0.00	8,267.97	0.00	7,000.00	0.00
101-965-898.000	TRANSFER TO PARK	75,000.00	75,000.00	0.00	110,000.00	0.00	75,000.00	0.00
101-965-980.000	TRANSFER TO EQUIP PURCHASE	30,000.00	30,000.00	0.00	29,000.00	0.00	30,000.00	0.00
101-965-999.000	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-965-999.130	TRANSFER TO DEBT SERVICE	127,543.00	127,543.00	0.00	128,313.00	0.00	127,543.00	0.00
TOTAL EXPENDITURES		3,218,952.00	3,218,952.00	268,531.69	2,801,766.36	268,531.69	2,950,420.31	8.34
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		3,266,445.00	3,266,445.00	2,554,943.27	3,252,757.97	2,554,943.27	711,501.73	78.22
TOTAL EXPENDITURES		3,218,952.00	3,218,952.00	268,531.69	2,801,766.36	268,531.69	2,950,420.31	8.34
NET OF REVENUES & EXPENDITURES		47,493.00	47,493.00	2,286,411.58	450,991.61	2,286,411.58	(2,238,918.58)	4,814.21
Fund 105 - PNBALRSB								
Revenues								
105-000-589.000	CONTRIBUTIONS	51,000.00	51,000.00	0.00	89,299.75	0.00	51,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 105 - PNBALRSB								
Revenues								
105-000-665.000	INTEREST EARNED	800.00	800.00	0.00	851.79	0.00	800.00	0.00
105-000-674.000	GRANTS	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00
105-000-698.740	LRSB DISBURSEMENTS	215,000.00	215,000.00	0.00	290,673.54	0.00	215,000.00	0.00
TOTAL REVENUES		266,800.00	266,800.00	0.00	395,825.08	0.00	266,800.00	0.00
Expenditures								
105-000-807.000	AUDIT	3,920.00	3,920.00	0.00	3,920.00	0.00	3,920.00	0.00
105-442-976.100	N. WHITTAKER ST. REVDEVELOPMEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105-670-818.000	PROFESSIONAL & CONTRACTUAL	20,000.00	20,000.00	0.00	106,305.00	0.00	20,000.00	0.00
105-670-818.200	ENGINEERING	20,000.00	20,000.00	0.00	56,218.16	0.00	20,000.00	0.00
105-670-881.110	CAPITAL PROJECTS	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00
105-670-881.500	BUSINESS IMP DISTRICT PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105-670-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105-670-970.000	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105-670-980.000	TRANSFER TO EQUIP PURCHASE	40,000.00	40,000.00	0.00	40,000.00	0.00	40,000.00	0.00
105-670-999.120	TRANSFER TO SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105-670-999.150	TRANSFER TO DEBT SERVICE (MT)	0.00	0.00	0.00	51,063.00	0.00	0.00	0.00
105-670-999.200	TRANSFER TO MAJOR/LOCAL	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00
105-670-999.300	TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		113,920.00	113,920.00	0.00	557,506.16	0.00	113,920.00	0.00
Fund 105 - PNBALRSB:								
TOTAL REVENUES		266,800.00	266,800.00	0.00	395,825.08	0.00	266,800.00	0.00
TOTAL EXPENDITURES		113,920.00	113,920.00	0.00	557,506.16	0.00	113,920.00	0.00
NET OF REVENUES & EXPENDITURES		152,880.00	152,880.00	0.00	(161,681.08)	0.00	152,880.00	0.00
Fund 202 - MAJOR STREET FUND								
Revenues								
202-000-546.000	MOTOR VEHICLE FUND TAX	145,000.00	145,000.00	12,169.79	197,324.62	12,169.79	132,830.21	8.39
202-000-566.000	OTHER STATE GRANTS (ACT 207)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202-000-665.000	INTEREST EARNED	1,200.00	1,200.00	0.00	3,026.64	0.00	1,200.00	0.00
202-000-699.100	TRANSFER IN	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00
TOTAL REVENUES		146,200.00	146,200.00	12,169.79	500,351.26	12,169.79	134,030.21	8.32
Expenditures								
202-463-705.000	SALARIES SUPERVISION	3,750.00	3,750.00	693.25	1,762.93	693.25	3,056.75	18.49
202-463-706.000	SALARIES PERMANENT	17,000.00	17,000.00	2,290.75	15,742.01	2,290.75	14,709.25	13.48
202-463-714.000	MEDICARE	230.00	230.00	41.82	229.52	41.82	188.18	18.18
202-463-715.000	SOCIAL SECURITY TAX	1,100.00	1,100.00	178.77	981.15	178.77	921.23	16.25
202-463-751.000	GASOLINE	7,000.00	7,000.00	0.00	4,949.13	0.00	7,000.00	0.00
202-463-756.000	OPERATING SUPPLIES	8,500.00	8,500.00	0.00	3,741.89	0.00	8,500.00	0.00
202-463-767.000	EQUIPMENT/SMALL TOOLS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00
202-463-818.000	PROFESSIONAL & CONTRACTUAL	45,000.00	45,000.00	0.00	8,502.46	0.00	45,000.00	0.00
202-463-933.000	EQUIPMENT & MAINTENANCE	7,000.00	7,000.00	0.00	2,457.17	0.00	7,000.00	0.00
202-463-939.000	VEHICLE REPAIR & MAINTENANCE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 202 - MAJOR STREET FUND								
Expenditures								
202-463-962.100	TOOLS & EQUIP	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00
202-474-705.000	SALARIES SUPERVISION	3,750.00	3,750.00	693.19	1,762.74	693.19	3,056.81	18.49
202-474-706.000	SALARIES PERMANENT	17,000.00	17,000.00	2,290.67	15,742.05	2,290.67	14,709.33	13.47
202-474-714.000	MEDICARE	230.00	230.00	41.80	229.47	41.80	188.20	18.17
202-474-715.000	SOCIAL SECURITY TAX	1,100.00	1,100.00	178.73	981.13	178.73	921.27	16.25
202-474-756.000	OPERATING SUPPLIES	3,000.00	3,000.00	0.00	3,942.19	0.00	3,000.00	0.00
202-474-767.000	EQUIPMENT/SMALL TOOLS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
202-474-784.000	OPER SUPP SNOW & ICE	20,000.00	20,000.00	0.00	19,301.13	0.00	20,000.00	0.00
202-474-818.000	PROFESSIONAL & CONTRACTUAL	105,000.00	105,000.00	0.00	15,514.00	0.00	105,000.00	0.00
202-474-933.000	EQUIPMENT & MAINTENANCE	500.00	500.00	0.00	0.00	0.00	500.00	0.00
202-482-705.000	SALARIES SUPERVISION	4,500.00	4,500.00	550.81	4,541.99	550.81	3,949.19	12.24
202-482-714.000	MEDICARE	70.00	70.00	7.98	65.85	7.98	62.02	11.40
202-482-715.000	SOCIAL SECURITY TAX	300.00	300.00	34.14	281.62	34.14	265.86	11.38
202-482-807.000	AUDIT	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
202-482-962.000	MISCELLANEOUS	200.00	200.00	0.00	260.80	0.00	200.00	0.00
202-482-999.130	TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202-483-818.000	PROFESSIONAL & CONTRACTUAL	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00
202-483-818.100	BRIDGE REHABILITATION	70,000.00	70,000.00	0.00	497,682.98	0.00	70,000.00	0.00
202-483-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		357,230.00	357,230.00	7,001.91	599,672.21	7,001.91	350,228.09	1.96
Fund 202 - MAJOR STREET FUND:								
TOTAL REVENUES		146,200.00	146,200.00	12,169.79	500,351.26	12,169.79	134,030.21	8.32
TOTAL EXPENDITURES		357,230.00	357,230.00	7,001.91	599,672.21	7,001.91	350,228.09	1.96
NET OF REVENUES & EXPENDITURES		(211,030.00)	(211,030.00)	5,167.88	(99,320.95)	5,167.88	(216,197.88)	2.45
Fund 203 - LOCAL STREET FUND								
Revenues								
203-000-546.000	MOTOR VEHICLE FUND TAX	60,000.00	60,000.00	6,161.75	99,936.45	6,161.75	53,838.25	10.27
203-000-566.000	OTHER STATE GRANTS (ACT 207)	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00
203-000-578.000	STATE REVENUE METRO ACT	0.00	0.00	0.00	11,115.37	0.00	0.00	0.00
203-000-665.000	INTEREST EARNED	200.00	200.00	0.00	1,885.84	0.00	200.00	0.00
203-000-698.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-000-699.400	TRANSFER FROM MAJOR STREET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		70,200.00	70,200.00	6,161.75	112,937.66	6,161.75	64,038.25	8.78
Expenditures								
203-463-705.000	SALARIES SUPERVISION	3,900.00	3,900.00	693.23	1,762.82	693.23	3,206.77	17.78
203-463-706.000	SALARIES PERMANENT	6,000.00	6,000.00	981.80	6,746.81	981.80	5,018.20	16.36
203-463-714.000	MEDICARE	135.00	135.00	23.60	112.52	23.60	111.40	17.48
203-463-715.000	SOCIAL SECURITY TAX	850.00	850.00	100.92	481.34	100.92	749.08	11.87
203-463-751.000	GASOLINE	1,600.00	1,600.00	0.00	989.81	0.00	1,600.00	0.00
203-463-756.000	OPERATING SUPPLIES	5,000.00	5,000.00	0.00	3,992.50	0.00	5,000.00	0.00
203-463-767.000	EQUIPMENT/SMALL TOOLS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
203-463-818.000	PROFESSIONAL & CONTRACTUAL	5,000.00	5,000.00	0.00	47,170.00	0.00	5,000.00	0.00
203-463-933.000	EQUIPMENT & MAINTENANCE	5,000.00	5,000.00	0.00	1,655.62	0.00	5,000.00	0.00
203-463-939.000	VEHICLE REPAIR & MAINTENANCE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BGD USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 203 - LOCAL STREET FUND								
Expenditures								
203-463-962.100	TOOLS & EQUIP	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
203-474-705.000	SALARIES SUPERVISION	3,700.00	3,700.00	693.37	1,763.11	693.37	3,006.63	18.74
203-474-706.000	SALARIES PERMANENT	5,200.00	5,200.00	981.73	6,746.30	981.73	4,218.27	18.88
203-474-714.000	MEDICARE	200.00	200.00	23.63	112.57	23.63	176.37	11.82
203-474-715.000	SOCIAL SECURITY TAX	750.00	750.00	100.95	481.33	100.95	649.05	13.46
203-474-756.000	OPERATING SUPPLIES	2,000.00	2,000.00	0.00	1,343.07	0.00	2,000.00	0.00
203-474-767.000	EQUIPMENT/SMALL TOOLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-474-784.000	OPER SUPP SNOW & ICE	15,000.00	15,000.00	0.00	19,301.12	0.00	15,000.00	0.00
203-474-818.000	PROFESSIONAL & CONTRACTUAL	0.00	0.00	0.00	4,668.24	0.00	0.00	0.00
203-474-933.000	EQUIPMENT & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-478-784.000	OPER SUPP SNOW & ICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-482-703.000	SALARIES APPOINTED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-482-705.000	SALARIES SUPERVISION	2,600.00	2,600.00	330.52	2,725.31	330.52	2,269.48	12.71
203-482-714.000	MEDICARE	50.00	50.00	4.80	39.56	4.80	45.20	9.60
203-482-715.000	SOCIAL SECURITY TAX	200.00	200.00	20.49	169.00	20.49	179.51	10.25
203-482-807.000	AUDIT	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
203-482-962.000	MISCELLANEOUS	200.00	200.00	0.00	153.17	0.00	200.00	0.00
203-482-999.130	TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-483-818.000	PROFESSIONAL & CONTRACTUAL	124,321.00	124,321.00	0.00	5,125.00	0.00	124,321.00	0.00
TOTAL EXPENDITURES		187,206.00	187,206.00	3,955.04	106,539.20	3,955.04	183,250.96	2.11
Fund 203 - LOCAL STREET FUND:								
TOTAL REVENUES		70,200.00	70,200.00	6,161.75	112,937.66	6,161.75	64,038.25	8.78
TOTAL EXPENDITURES		187,206.00	187,206.00	3,955.04	106,539.20	3,955.04	183,250.96	2.11
NET OF REVENUES & EXPENDITURES		(117,006.00)	(117,006.00)	2,206.71	6,398.46	2,206.71	(119,212.71)	1.89
Fund 208 - PARK FUND								
Revenues								
208-000-566.000	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-000-587.000	DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-000-628.000	SERVICE CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-000-651.100	TRANSIENT MARINA FEES	45,000.00	45,000.00	5,380.70	29,744.28	5,380.70	39,619.30	11.96
208-000-652.000	BOAT LAUNCHING FEES	50,000.00	50,000.00	13,616.00	56,272.00	13,616.00	36,384.00	27.23
208-000-652.100	BOAT LAUNCH FEES-COMMERCIAL	28,000.00	28,000.00	1,630.00	22,953.00	1,630.00	26,370.00	5.82
208-000-653.000	CONCESSION	12,000.00	12,000.00	0.00	6,000.00	0.00	12,000.00	0.00
208-000-653.100	VENDING MACHINE REVENUE	0.00	0.00	0.00	13.00	0.00	0.00	0.00
208-000-653.200	ICE/MECHANDISE SALES	1,200.00	1,200.00	144.00	1,412.00	144.00	1,056.00	12.00
208-000-653.300	VENDOR PERCENTAGE OF SALES	6,500.00	6,500.00	0.00	6,386.75	0.00	6,500.00	0.00
208-000-654.000	BEACH PARKING FEES	255,000.00	255,000.00	23.00	282,966.68	23.00	254,977.00	0.01
208-000-655.100	PAVILION RENTAL	500.00	500.00	100.00	575.00	100.00	400.00	20.00
208-000-657.000	PARKING FINES	2,500.00	2,500.00	15.00	2,178.46	15.00	2,485.00	0.60
208-000-665.000	INTEREST EARNED	600.00	600.00	0.00	593.91	0.00	600.00	0.00
208-000-698.000	MISCELLANEOUS	0.00	0.00	20,218.30	0.00	20,218.30	(20,218.30)	100.00
208-000-699.000	TRANSFER FROM GENERAL	75,000.00	75,000.00	0.00	110,000.00	0.00	75,000.00	0.00
TOTAL REVENUES		476,300.00	476,300.00	41,127.00	519,095.08	41,127.00	435,173.00	8.63
Expenditures								

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 208 - PARK FUND								
Expenditures								
TOTAL EXPENDITURES		547,211.00	547,211.00	96,899.18	478,894.25	96,899.18	450,311.82	17.71
Fund 208 - PARK FUND:								
TOTAL REVENUES		476,300.00	476,300.00	41,127.00	519,095.08	41,127.00	435,173.00	8.63
TOTAL EXPENDITURES		547,211.00	547,211.00	96,899.18	478,894.25	96,899.18	450,311.82	17.71
NET OF REVENUES & EXPENDITURES		(70,911.00)	(70,911.00)	(55,772.18)	40,200.83	(55,772.18)	(15,138.82)	78.65
Fund 209 - PARK IMPROVEMENT FUND								
Revenues								
209-000-404.000	PROPERTY TAXES	111,925.00	111,925.00	111,925.00	109,092.95	111,925.00	0.00	100.00
209-000-445.000	PENALTY & INTEREST	200.00	200.00	0.00	248.23	0.00	200.00	0.00
209-000-587.000	DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209-000-665.000	INTEREST EARNED	100.00	100.00	0.00	183.89	0.00	100.00	0.00
209-000-698.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		112,225.00	112,225.00	111,925.00	109,525.07	111,925.00	300.00	99.73
Expenditures								
209-000-981.300	PARK VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209-691-999.500	TRANSFER TO DREDGE FUND	36,288.00	36,288.00	0.00	35,800.00	0.00	36,288.00	0.00
209-751-818.200	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209-751-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209-751-974.000	CAPITAL IMPROVEMENTS	110,000.00	110,000.00	0.00	15,350.00	0.00	110,000.00	0.00
TOTAL EXPENDITURES		146,288.00	146,288.00	0.00	51,150.00	0.00	146,288.00	0.00
Fund 209 - PARK IMPROVEMENT FUND:								
TOTAL REVENUES		112,225.00	112,225.00	111,925.00	109,525.07	111,925.00	300.00	99.73
TOTAL EXPENDITURES		146,288.00	146,288.00	0.00	51,150.00	0.00	146,288.00	0.00
NET OF REVENUES & EXPENDITURES		(34,063.00)	(34,063.00)	111,925.00	58,375.07	111,925.00	(145,988.00)	328.58
Fund 225 - DREDGE FUND								
Revenues								
225-000-566.000	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
225-000-589.000	CONTRIBUTIONS	36,288.00	36,288.00	0.00	9,182.00	0.00	36,288.00	0.00
225-000-665.000	INTEREST EARNED	600.00	600.00	17.13	1,210.02	17.13	582.87	2.86
225-000-699.100	TRANSFER IN	36,288.00	36,288.00	0.00	35,800.00	0.00	36,288.00	0.00
TOTAL REVENUES		73,176.00	73,176.00	17.13	46,192.02	17.13	73,158.87	0.02
Expenditures								
225-806-818.000	PROFESSIONAL & CONTRACTUAL	200,000.00	200,000.00	0.00	3,410.00	0.00	200,000.00	0.00
TOTAL EXPENDITURES		200,000.00	200,000.00	0.00	3,410.00	0.00	200,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BGD USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 265 - DRUG LAW ENFORCEMENT FUND								
Fund 265 - DRUG LAW ENFORCEMENT FUND:								
	TOTAL REVENUES	0.00	0.00	0.00	0.10	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.10	0.00	0.00	0.00
Fund 266 - CRIMINAL JUSTICE TRAINING (ACT 302)								
Revenues								
266-000-580.000	STATE REVENUE JUSTICE TRAINING	1,300.00	1,300.00	0.00	1,290.24	0.00	1,300.00	0.00
266-000-665.000	INTEREST EARNED	0.00	0.00	0.00	1.51	0.00	0.00	0.00
266-000-699.000	TRANSFER FROM GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL REVENUES	1,300.00	1,300.00	0.00	1,291.75	0.00	1,300.00	0.00
Expenditures								
266-000-961.000	CRIMINAL JUSTICE TRAINING	0.00	0.00	0.00	451.58	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	451.58	0.00	0.00	0.00
	Fund 266 - CRIMINAL JUSTICE TRAINING (ACT 302):							
	TOTAL REVENUES	1,300.00	1,300.00	0.00	1,291.75	0.00	1,300.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	451.58	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	1,300.00	1,300.00	0.00	840.17	0.00	1,300.00	0.00
Fund 351 - DEBT SERVICE								
Revenues								
351-000-665.000	INTEREST EARNED	800.00	800.00	0.13	745.84	0.13	799.87	0.02
351-000-699.000	TRANSFER FROM GENERAL	127,543.00	127,543.00	0.00	128,313.00	0.00	127,543.00	0.00
351-000-699.100	TRANSFER IN FROM WATER	84,825.00	84,825.00	0.00	85,338.00	0.00	84,825.00	0.00
351-000-699.200	TRANSFER IN FROM SEWER	126,932.00	126,932.00	0.00	127,699.00	0.00	126,932.00	0.00
351-000-699.312	TRANSFER FROM LRSB FOR 2010 SE	0.00	0.00	0.00	51,063.00	0.00	0.00	0.00
	TOTAL REVENUES	340,100.00	340,100.00	0.13	393,158.84	0.13	340,099.87	0.00
Expenditures								
351-906-991.100	2017 CAP IMPROV BOND PRINCIPLE	240,000.00	240,000.00	0.00	235,000.00	0.00	240,000.00	0.00
351-906-992.100	2017 CAP IMPROV BOND INTEREST	99,300.00	99,300.00	0.00	106,350.00	0.00	99,300.00	0.00
351-906-993.700	2010 SEAWALL - PRINCIPAL	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00
351-906-993.800	2010 SEAWALL - INTEREST	0.00	0.00	0.00	1,087.50	0.00	0.00	0.00
351-906-998.000	FEES	800.00	800.00	0.00	0.00	0.00	800.00	0.00
	TOTAL EXPENDITURES	340,100.00	340,100.00	0.00	392,437.50	0.00	340,100.00	0.00
	Fund 351 - DEBT SERVICE:							
	TOTAL REVENUES	340,100.00	340,100.00	0.13	393,158.84	0.13	340,099.87	0.00
	TOTAL EXPENDITURES	340,100.00	340,100.00	0.00	392,437.50	0.00	340,100.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.13	721.34	0.13	(0.13)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BGD USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 402 - EQUIPMENT PURCHASE FUND								
Revenues								
402-000-566.000	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-000-665.000	INTEREST EARNED	100.00	100.00	0.00	268.23	0.00	100.00	0.00
402-000-678.000	REIMBURSEMENTS	25,000.00	25,000.00	0.00	30,518.00	0.00	25,000.00	0.00
402-000-695.000	TRANSFER FROM GENERAL	30,000.00	30,000.00	0.00	29,000.00	0.00	30,000.00	0.00
402-000-695.200	TRANSFER FROM WATER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-000-695.300	TRANSFER FROM LRSB	40,000.00	40,000.00	0.00	40,000.00	0.00	40,000.00	0.00
402-000-695.400	TRANSFER IN GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-000-697.300	POLICE PROCEEDS	0.00	0.00	0.00	10,750.00	0.00	0.00	0.00
402-000-698.100	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		95,100.00	95,100.00	0.00	110,536.23	0.00	95,100.00	0.00
Expenditures								
402-872-942.000	EQUIPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
402-902-974.000	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-902-981.000	POLICE VEHICLES&EQUIPMENT	19,097.00	19,097.00	0.00	32,437.40	0.00	19,097.00	0.00
402-902-981.100	FIRE VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-902-981.200	STREET VEHICLES & EQUIPMENT	37,278.00	37,278.00	714.95	35,308.34	714.95	36,563.05	1.92
402-902-981.300	PARK VEHICLES & EQUIPMENT	5,720.00	5,720.00	476.63	4,885.46	476.63	5,243.37	8.33
402-902-981.400	WATER VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-902-981.500	CITY HALL OFFICE EQUIPMENT	5,000.00	5,000.00	0.00	1,035.18	0.00	5,000.00	0.00
402-902-998.000	FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-902-999.910	UNDESIGNATED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		72,095.00	72,095.00	1,191.58	73,666.38	1,191.58	70,903.42	1.65
Fund 402 - EQUIPMENT PURCHASE FUND:								
TOTAL REVENUES		95,100.00	95,100.00	0.00	110,536.23	0.00	95,100.00	0.00
TOTAL EXPENDITURES		72,095.00	72,095.00	1,191.58	73,666.38	1,191.58	70,903.42	1.65
NET OF REVENUES & EXPENDITURES		23,005.00	23,005.00	(1,191.58)	36,869.85	(1,191.58)	24,196.58	5.18
Fund 403 - CAPITAL IMPROV CONSTRUCTION								
Revenues								
403-000-665.000	INTEREST EARNED	0.00	0.00	6.20	2,051.81	6.20	(6.20)	100.00
403-000-678.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-000-695.100	TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-000-698.400	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	6.20	2,051.81	6.20	(6.20)	100.00
Expenditures								
403-903-976.000	N. WHITTAKER REDEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-903-976.100	STROMER & SHORE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-903-976.200	STREET PAVING PROGRAM	0.00	0.00	0.00	606,000.72	0.00	0.00	0.00
403-903-976.300	CLAY STREET RECONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-903-998.000	FEES	0.00	0.00	0.00	950.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	606,950.72	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BGD USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 403 - CAPITAL IMPROV CONSTRUCTION								
Fund 403 - CAPITAL IMPROV CONSTRUCTION:								
	TOTAL REVENUES	0.00	0.00	6.20	2,051.81	6.20	(6.20)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	606,950.72	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	6.20	(604,898.91)	6.20	(6.20)	100.00
Fund 590 - SEWER FUND								
Revenues								
590-000-566.000	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-000-641.000	TAP IN FEES	6,000.00	6,000.00	3,993.82	5,462.43	3,993.82	2,006.18	66.56
590-000-641.100	TAP BUY INS	25,000.00	25,000.00	5,870.00	28,788.00	5,870.00	19,130.00	23.48
590-000-641.300	INSPECTION FEES	500.00	500.00	158.00	316.00	158.00	342.00	31.60
590-000-641.400	CONNECTION FEE	1,500.00	1,500.00	700.00	1,400.00	700.00	800.00	46.67
590-000-650.000	USAGE	468,750.00	468,750.00	37,397.67	412,733.23	37,397.67	431,352.33	7.98
590-000-650.100	READY TO SERVE	562,500.00	562,500.00	37,839.50	562,893.47	37,839.50	524,660.50	6.73
590-000-662.000	PENALTIES	9,000.00	9,000.00	898.83	10,285.25	898.83	8,101.17	9.99
590-000-665.000	INTEREST EARNED	2,000.00	2,000.00	0.00	3,879.95	0.00	2,000.00	0.00
590-000-670.000	INCOME FROM JOINT VENTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-000-695.100	TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-000-698.000	MISCELLANEOUS	0.00	0.00	740.58	1,234.30	740.58	(740.58)	100.00
590-000-699.000	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL REVENUES	1,075,250.00	1,075,250.00	87,598.40	1,026,992.63	87,598.40	987,651.60	8.15
Expenditures								
590-537-705.000	SALARIES SUPERVISION	27,500.00	27,500.00	2,581.03	17,457.65	2,581.03	24,918.97	9.39
590-537-706.000	SALARIES PERMANENT	34,893.00	34,893.00	4,157.12	31,129.17	4,157.12	30,735.88	11.91
590-537-706.100	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-537-714.000	MEDICARE	800.00	800.00	95.78	671.48	95.78	704.22	11.97
590-537-715.000	SOCIAL SECURITY TAX	3,300.00	3,300.00	409.44	2,870.98	409.44	2,890.56	12.41
590-537-730.000	POSTAGE	1,800.00	1,800.00	0.00	1,800.00	0.00	1,800.00	0.00
590-537-751.000	GASOLINE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-537-756.000	OPERATING SUPPLIES	300.00	300.00	0.00	152.09	0.00	300.00	0.00
590-537-807.000	AUDIT	1,000.00	1,000.00	0.00	2,000.00	0.00	1,000.00	0.00
590-537-818.000	PROFESSIONAL & CONTRACTUAL	3,000.00	3,000.00	0.00	321.48	0.00	3,000.00	0.00
590-537-818.200	ENGINEERING	40,000.00	40,000.00	0.00	49,847.44	0.00	40,000.00	0.00
590-537-836.000	GALIEN RIVER SANITARY DISTRICT	825,000.00	825,000.00	0.00	946,373.80	0.00	825,000.00	0.00
590-537-836.100	GRSD MAINTENANCE	40,000.00	40,000.00	0.00	19,008.75	0.00	40,000.00	0.00
590-537-836.300	GRSD - CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-537-836.500	GRSD-CONNECTION FEES	3,500.00	3,500.00	0.00	1,400.00	0.00	3,500.00	0.00
590-537-916.000	LIABILITY INSURANCE	3,000.00	3,000.00	643.11	1,929.34	643.11	2,356.89	21.44
590-537-920.000	UTILITIES	6,500.00	6,500.00	445.42	12,292.58	445.42	6,054.58	6.85
590-537-933.000	EQUIPMENT & MAINTENANCE	4,000.00	4,000.00	0.00	13.71	0.00	4,000.00	0.00
590-537-935.000	SEWER REPAIR & MAINTENANCE	17,000.00	17,000.00	0.00	13,047.10	0.00	17,000.00	0.00
590-537-935.200	N. WHITTKER REDEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-537-937.000	SEWER CONNECTIONS/MAINTENANCE	1,000.00	1,000.00	0.00	11,400.00	0.00	1,000.00	0.00
590-537-943.000	EQUIPMENT RENTAL	400.00	400.00	0.00	0.00	0.00	400.00	0.00
590-537-956.200	REFUNDS	250.00	250.00	0.00	0.00	0.00	250.00	0.00
590-537-962.000	MISCELLANEOUS	250.00	250.00	0.00	421.56	0.00	250.00	0.00
590-537-991.000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-537-995.000	INTERFUND TRANSFERS	24,690.00	24,690.00	0.00	13,590.23	0.00	24,690.00	0.00
590-537-995.100	TRANSFER TO DEBT SERVICE 2017	126,932.00	126,932.00	0.00	127,699.00	0.00	126,932.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 590 - SEWER FUND								
Expenditures								
590-537-998.000	FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		<u>1,165,115.00</u>	<u>1,165,115.00</u>	<u>8,331.90</u>	<u>1,253,426.36</u>	<u>8,331.90</u>	<u>1,156,783.10</u>	<u>0.72</u>
Fund 590 - SEWER FUND:								
TOTAL REVENUES		1,075,250.00	1,075,250.00	87,598.40	1,026,992.63	87,598.40	987,651.60	8.15
TOTAL EXPENDITURES		<u>1,165,115.00</u>	<u>1,165,115.00</u>	<u>8,331.90</u>	<u>1,253,426.36</u>	<u>8,331.90</u>	<u>1,156,783.10</u>	<u>0.72</u>
NET OF REVENUES & EXPENDITURES		(89,865.00)	(89,865.00)	79,266.50	(226,433.73)	79,266.50	(169,131.50)	88.21
Fund 591 - WATER FUND								
Revenues								
591-000-626.000	SERVICES RENDERED	500.00	500.00	0.00	125.00	0.00	500.00	0.00
591-000-641.000	TAP IN FEES	23,000.00	23,000.00	4,000.00	13,422.07	4,000.00	19,000.00	17.39
591-000-641.100	TAP BUY INS	10,000.00	10,000.00	1,982.00	7,966.00	1,982.00	8,018.00	19.82
591-000-641.200	WATER TAP SUPPLY REIM	0.00	0.00	0.00	6,122.55	0.00	0.00	0.00
591-000-648.000	USAGE - CASINO	340,000.00	340,000.00	31,287.66	352,365.65	31,287.66	308,712.34	9.20
591-000-649.000	USAGE-TWP	10,000.00	10,000.00	2,014.14	9,761.42	2,014.14	7,985.86	20.14
591-000-650.000	USAGE	330,000.00	330,000.00	25,303.90	290,281.79	25,303.90	304,696.10	7.67
591-000-650.100	READY TO SERVE	400,000.00	400,000.00	26,306.67	420,640.83	26,306.67	373,693.33	6.58
591-000-650.200	RTS - CASINO	23,000.00	23,000.00	1,948.84	25,334.92	1,948.84	21,051.16	8.47
591-000-651.000	ON/OFF FEES	1,500.00	1,500.00	240.00	3,365.00	240.00	1,260.00	16.00
591-000-662.000	PENALTIES	6,500.00	6,500.00	590.52	6,733.56	590.52	5,909.48	9.08
591-000-665.000	INTEREST EARNED	12,000.00	12,000.00	0.00	18,044.74	0.00	12,000.00	0.00
591-000-670.000	RENTAL/LEASE	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00
591-000-680.000	HYDRANT RENTAL	100.00	100.00	0.00	130.50	0.00	100.00	0.00
591-000-698.000	MISCELLANEOUS	0.00	0.00	25.00	670.00	25.00	(25.00)	100.00
TOTAL REVENUES		<u>1,156,600.00</u>	<u>1,156,600.00</u>	<u>93,698.73</u>	<u>1,169,964.03</u>	<u>93,698.73</u>	<u>1,062,901.27</u>	<u>8.10</u>
Expenditures								
591-536-705.000	SALARIES SUPERVISION	126,233.00	126,233.00	13,376.34	114,153.62	13,376.34	112,856.66	10.60
591-536-706.000	SALARIES PERMANENT	177,846.00	177,846.00	19,731.04	177,934.52	19,731.04	158,114.96	11.09
591-536-706.100	SALARIES-OVERTIME	22,000.00	22,000.00	2,626.28	15,028.92	2,626.28	19,373.72	11.94
591-536-714.000	MEDICARE	4,728.00	4,728.00	508.26	4,262.88	508.26	4,219.74	10.75
591-536-715.000	SOCIAL SECURITY TAX	20,217.00	20,217.00	2,173.23	18,227.71	2,173.23	18,043.77	10.75
591-536-716.000	HEALTH INSURANCE	79,100.00	79,100.00	11,140.95	71,333.95	11,140.95	67,959.05	14.08
591-536-717.000	LIFE & DISABILITY INSURANCE	7,290.00	7,290.00	1,302.42	7,814.52	1,302.42	5,987.58	17.87
591-536-718.000	RETIREMENT	19,799.00	19,799.00	0.00	19,651.37	0.00	19,799.00	0.00
591-536-720.000	WORKER'S COMPENSATION INS	9,400.00	9,400.00	2,354.09	7,770.96	2,354.09	7,045.91	25.04
591-536-721.000	UNEMPLOYMENT COMPENSATION	1,950.00	1,950.00	0.00	750.74	0.00	1,950.00	0.00
591-536-723.000	STIPENDS	4,900.00	4,900.00	400.00	4,900.00	400.00	4,500.00	8.16
591-536-728.000	OFFICE SUPPLIES	800.00	800.00	0.00	765.52	0.00	800.00	0.00
591-536-730.000	POSTAGE	2,800.00	2,800.00	0.00	2,095.94	0.00	2,800.00	0.00
591-536-743.000	CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-751.000	GASOLINE	5,500.00	5,500.00	0.00	3,568.04	0.00	5,500.00	0.00
591-536-753.000	PROCESS CHEMICALS	25,000.00	25,000.00	0.00	15,097.17	0.00	25,000.00	0.00
591-536-756.000	OPERATING SUPPLIES	23,000.00	23,000.00	21.98	23,342.23	21.98	22,978.02	0.10
591-536-756.100	SUPPLIES - WATER TAPS	7,500.00	7,500.00	0.00	5,864.42	0.00	7,500.00	0.00
591-536-756.200	METER REPLACEMENT	17,000.00	17,000.00	150.00	13,108.05	150.00	16,850.00	0.88

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 07/31/2020	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 07/31/20	AVAILABLE BALANCE	% BGD USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 591 - WATER FUND								
Expenditures								
591-536-756.300	MISC TESTING SUPPLIES&TESTING	7,500.00	7,500.00	12.71	4,476.88	12.71	7,487.29	0.17
591-536-756.400	LAB SUPPLIES	22,000.00	22,000.00	1,029.95	13,898.30	1,029.95	20,970.05	4.68
591-536-767.000	EQUIPMENT/SMALL TOOLS	5,500.00	5,500.00	87.00	2,870.22	87.00	5,413.00	1.58
591-536-768.000	UNIFORMS	1,600.00	1,600.00	0.00	850.67	0.00	1,600.00	0.00
591-536-801.000	EDUCATION & TRAINING	3,800.00	3,800.00	0.00	1,951.66	0.00	3,800.00	0.00
591-536-807.000	AUDIT	2,000.00	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
591-536-818.000	PROFESSIONAL & CONTRACTUAL	28,000.00	28,000.00	2,513.00	16,795.35	2,513.00	25,487.00	8.98
591-536-818.200	ENGINEERING	60,000.00	60,000.00	0.00	3,861.02	0.00	60,000.00	0.00
591-536-818.600	CONTRACTUAL-WATER TAPS	7,500.00	7,500.00	0.00	9,760.96	0.00	7,500.00	0.00
591-536-818.700	SLUDGE REMOVAL	0.00	0.00	0.00	27,483.66	0.00	0.00	0.00
591-536-818.800	WATER INTAKE SERVICE	12,000.00	12,000.00	0.00	11,500.00	0.00	12,000.00	0.00
591-536-819.500	PERMIT FEE	150.00	150.00	0.00	226.50	0.00	150.00	0.00
591-536-824.000	LAB CERTIFICATION FEE	4,000.00	4,000.00	0.00	4,076.42	0.00	4,000.00	0.00
591-536-831.000	MEMBERSHIPS & DUES	1,500.00	1,500.00	735.00	1,444.49	735.00	765.00	49.00
591-536-853.000	TELEPHONE	12,000.00	12,000.00	150.00	10,064.36	150.00	11,850.00	1.25
591-536-873.000	TRAVEL/MILEAGE REIMB	450.00	450.00	0.00	0.00	0.00	450.00	0.00
591-536-903.000	PRINTING & PUBLISHING	800.00	800.00	0.00	664.09	0.00	800.00	0.00
591-536-912.000	FIRE INSURANCE	13,000.00	13,000.00	3,210.14	9,630.42	3,210.14	9,789.86	24.69
591-536-913.000	INSURANCE	3,000.00	3,000.00	566.89	1,700.66	566.89	2,433.11	18.90
591-536-916.000	LIABILITY INSURANCE	3,500.00	3,500.00	610.38	1,831.13	610.38	2,889.62	17.44
591-536-920.000	UTILITIES	55,000.00	55,000.00	4,333.65	49,938.75	4,333.65	50,666.35	7.88
591-536-930.000	PLANT REPAIR & MAINTENANCE	15,000.00	15,000.00	11.05	1,235.68	11.05	14,988.95	0.07
591-536-931.000	BUILDING REPAIR & MAINTENANCE	210,000.00	210,000.00	83.00	16,388.63	83.00	209,917.00	0.04
591-536-933.000	EQUIPMENT & MAINTENANCE	40,000.00	40,000.00	0.00	29,650.90	0.00	40,000.00	0.00
591-536-934.000	OTHER REPAIRS & MAINT	10,000.00	10,000.00	2.53	124,700.00	2.53	9,997.47	0.03
591-536-939.000	VEHICLE REPAIR & MAINTENANCE	6,500.00	6,500.00	0.00	1,173.06	0.00	6,500.00	0.00
591-536-943.000	EQUIPMENT RENTAL	250.00	250.00	0.00	0.00	0.00	250.00	0.00
591-536-955.000	CUSTOMER DEPOSIT REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-956.200	REFUNDS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
591-536-962.000	MISCELLANEOUS	0.00	0.00	0.00	(83.00)	0.00	0.00	0.00
591-536-963.000	BANK FEES	3,000.00	3,000.00	0.00	2,000.96	0.00	3,000.00	0.00
591-536-974.700	PLANT SECURITY EXPENSE	2,500.00	2,500.00	0.00	430.00	0.00	2,500.00	0.00
591-536-979.000	EQUIPMENT	10,000.00	10,000.00	0.00	6,257.42	0.00	10,000.00	0.00
591-536-979.400	WATER METER REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-979.500	HYDRANT REPLACEMENT	7,500.00	7,500.00	0.00	1,120.00	0.00	7,500.00	0.00
591-536-987.000	WATER MAIN EXTENSIONS	65,000.00	65,000.00	0.00	50,225.29	0.00	65,000.00	0.00
591-536-987.100	WATER MAIN REPLACEMENT--MECHAN	0.00	0.00	0.00	479,276.02	0.00	0.00	0.00
591-536-987.200	WATER MAINS N. WHITTAKER PROJE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-991.000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-991.500	PRINCIPLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-991.600	2010 WATER SYS IMPR-INTEREST	23,811.00	23,811.00	0.00	24,685.60	0.00	23,811.00	0.00
591-536-991.700	LIGHTHOUSE CREEK PAYMENT	76,495.00	76,495.00	0.00	77,542.06	0.00	76,495.00	0.00
591-536-995.000	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-995.100	TRANSFER TO DEBT SERVICE 2017	84,825.00	84,825.00	0.00	85,338.00	0.00	84,825.00	0.00
TOTAL EXPENDITURES		1,354,744.00	1,354,744.00	67,129.89	1,580,636.72	67,129.89	1,287,614.11	4.96
Fund 591 - WATER FUND:								
TOTAL REVENUES		1,156,600.00	1,156,600.00	93,698.73	1,169,964.03	93,698.73	1,062,901.27	8.10
TOTAL EXPENDITURES		1,354,744.00	1,354,744.00	67,129.89	1,580,636.72	67,129.89	1,287,614.11	4.96
NET OF REVENUES & EXPENDITURES		(198,144.00)	(198,144.00)	26,568.84	(410,672.69)	26,568.84	(224,712.84)	13.41

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2020

% Fiscal Year Completed: 8.49

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	END BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 704 - TRUST & AGENCY								
Revenues								
704-000-671.042	ESCROW - A REICHERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.043	ESCROW - RUBINKAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.044	ESCROW-BARTER CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.045	ESCROW-REICHERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.046	ESCROW-LAKE MICH VIEW	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenditures								
704-896-730.000	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-821.000	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-826.000	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-827.000	PLANNING CONSULTANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-903.000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-956.200	REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-964.100	ESCROW REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 704 - TRUST & AGENCY:								
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES - ALL FUNDS		7,079,701.00	7,079,701.00	2,907,647.41	7,652,576.12	2,907,647.41	4,172,053.59	41.07
TOTAL EXPENDITURES - ALL FUNDS		7,702,861.00	7,702,861.00	453,041.19	8,507,931.49	453,041.19	7,249,819.81	5.88
NET OF REVENUES & EXPENDITURES		(623,160.00)	(623,160.00)	2,454,606.22	(855,355.37)	2,454,606.22	(3,077,766.22)	393.90



33 N. Thompson St
New Buffalo, MI 49117
269-469-2933

Board Minutes July 14, 2020

1. Call to Order-Roll Call

Vice President Sandra Sporleder called the meeting to order at 4:30 pm on Zoom.

Present: Sandy Sporleder, Nancy Mrozek, Kathie Butler, Mary Donnelly, Mary McPherson, Becky Borglin, Donna Salerno and Janie Campbell.

Absent: Paul Ciccarelli

2. Approval of the Agenda

Motion made by Janie Campbell and seconded by Donna Salerno to approve the July agenda.

All ayes, motion carried.

3. Approval of the June Minutes

Motion made by Mary McPherson and seconded by Janie Campbell to approve the June minutes.

All ayes, motion carried.

4. Treasurer's Report

Kathie Butler reported the balances for the end of July. We ended the month with \$246,735.89 in the general fund, and \$839,821.05 in the capital fund. Kathie said that we are still unsure how much money we will lose for the LRSB income, the Casino was closed almost 3 months. Julie mentioned penal fines would be down, however we have saved money in wages, collections, professional services and other areas. Now that we are doing curbside, we will incur expenses.

Becky Borglin made a motion to accept the June treasurer's report, Nancy Mrozek seconded.

All ayes, motion passed.

5. Privilege of the Audience: none

6. Business

Auditor: Elizabeth Rouse, who preformed the audit gave a presentation to the board. The library received a clean audit. Since the library is now outsourcing payroll, they recommended updating our accounting procedures. Also, Kathie will sign off on our bank reconciliations after Julie prepares them.

Library update: Chad Butler brought in a commercial door person to evaluate the door where the flooding happens. He thought the door looked good but will caulk/seal the door. Then they will test to see if there is flooding by doing a spray test.

Opening Plans: After discussion about how to best serve our patrons for the next month, Sandy asked to go into closed session and the board agreed. After returning in open session, Sandy said the library would not open to the public but offer curbside and appointments to cardholders only. The board will evaluate operations on a monthly basis. The board also decided that the staff would no longer be paid reduced hours but be paid only hours worked.



33 N. Thompson St
New Buffalo, MI 49117
269-469-2933

- 8. Board Comments:** Nancy Mrozek commented that Janie did a great job with the planters, and said they look beautiful. Kathie said that she wanted the staff to know the board felt bad about the decision to pay only for hours worked, but they unanimously felt it was the most responsible thing to do at this time.
- 9. Adjournment:** Donna Salerno made a motion to adjourn, Janie Campbell supported. All ayes; motion passed. The meeting ended at 5:43 pm.

Respectfully submitted,
Nancy Mrozek, Secretary

Pokagon-New Buffalo Local Revenue Sharing Board
January 14, 2020
Regular Meeting Minutes

Approved

Judy Zabicki (in Chairman's absence) called the regular meeting of the Pokagon-New Buffalo Area Local Revenue Sharing Board to order at 8:25 A.M. at the New Buffalo Township Hall. A quorum was established with the following members present: Judy Zabicki, Robert Spirito, Ezra Scott, James Bracewell and Steve Winchester.

Scott moved, Bracewell supported to approve October, 2019 minutes. Motion carried.

Scott moved, Zabicki seconded with the addition of H: Officer appointment to approve the Agenda as presented. Motion carried.

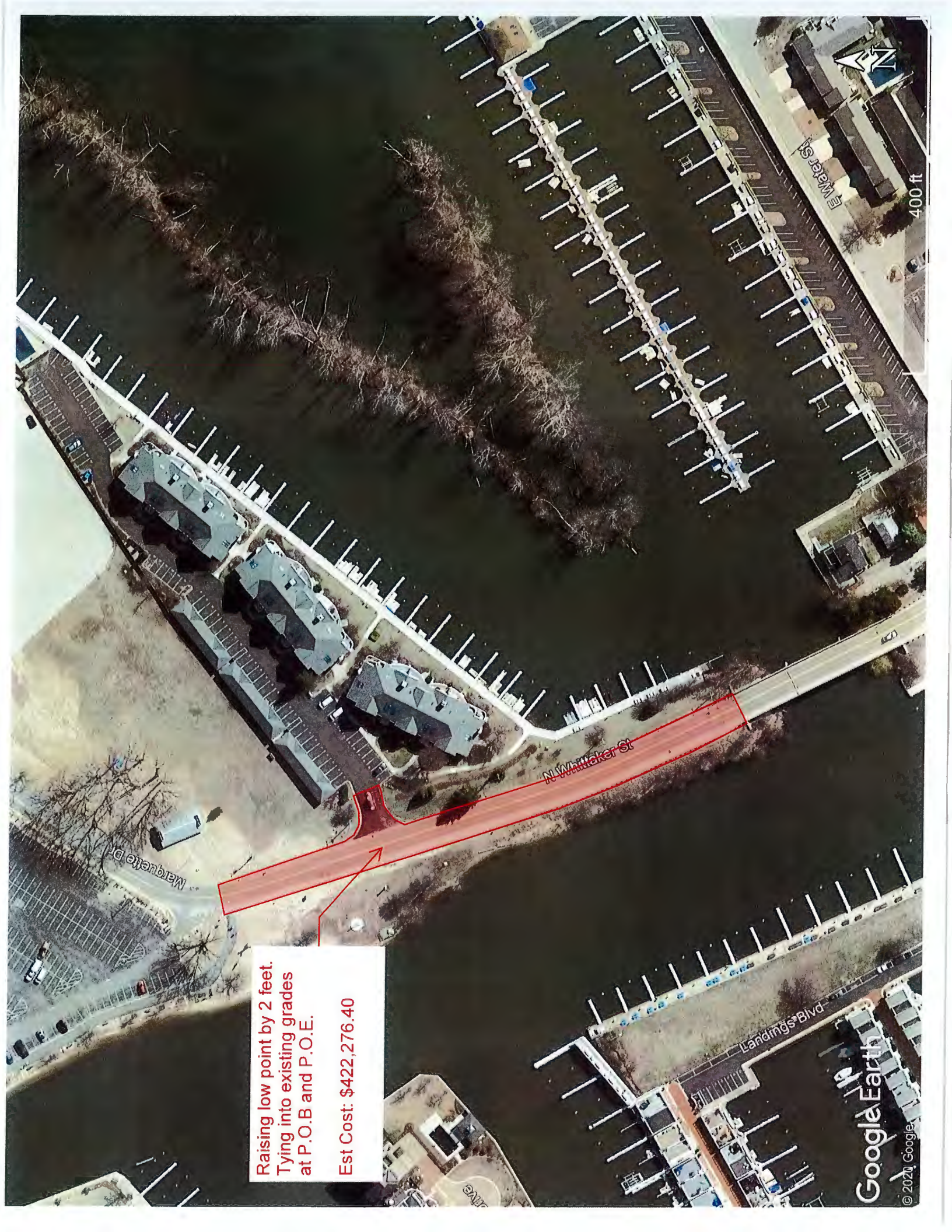
Winchester moved, Spirito seconded to approve the financial report for the month of December, 2019 as presented by Bracewell. Motion carried.

Scott moved to keep the officers the same as last two years: Rahm-Chairman; Spirito-Vice Chairman; Bracewell-Treasurer. Next election January 2022. Zabicki seconded, Motion carried.

There being no further business to come before the Board, the meeting was adjourned at 8:31 A.M.

ABONMARCHE PRESENTATION

N. Whittaker Street Permanent Repairs	\$422,000
Temporary Repairs	40,000
Boat Launch Drainage Plan	\$100,000



Raising low point by 2 feet.
Tying into existing grades
at P.O.B and P.O.E.
Est Cost: \$422,276.40

N Whitaker St

Marquette Dr

E Water St

400 ft

Landings Blvd

Google Earth

© 2020 Google

Engineer's Estimate of Construction Costs

Project: **New Buffalo- Wittaker Drive Raising**
Project No: **P20-0020**
Description: **Raising Whittaker Drive (24")**
Stage: **Planning**
Date: **6/15/2020**
Prepared By: **Jon Greco**

Miscellaneous					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization, Max \$50,000	1.00	LSUM	\$ 50,000.00	\$ 50,000.00
2	Traffic Control	1.00	LSUM	\$ 15,000.00	\$ 15,000.00
3	SESC Measures	1.00	LSUM	\$ 5,000.00	\$ 5,000.00
Subtotal: Miscellaneous					\$ 70,000.00

Removals					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
4	HMA Surface, Rem	1975.00	Syd	\$ 4.00	\$ 7,900.00
5	Curb and Gutter, Rem	1350.00	Ft	\$ 8.50	\$ 11,475.00
6	Sidewalk, Rem	435.00	Syd	\$ 9.00	\$ 3,915.00
7	Guardrail, Rem	500.00	Ft	\$ 3.00	\$ 1,500.00
8	Sign, Rem	4.00	Ea	\$ 50.00	\$ 200.00
Subtotal: Removals					\$ 24,990.00

Proposed Improvements					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
9	Machine Grading, Modified	6.50	Sta	\$ 2,500.00	\$ 16,250.00
10	Embankment, CIP	250.00	Cyd	\$ 7.00	\$ 1,750.00
11	Subbase, CIP	1700.00	Cyd	\$ 10.00	\$ 17,000.00
12	Aggregate Base, 8 inch	2525.00	Syd	\$ 12.00	\$ 30,300.00
13	HMA, 4E1	225.00	Ton	\$ 75.00	\$ 16,875.00
14	HMA, 5E1	225.00	Ton	\$ 75.00	\$ 16,875.00
15	HMA, Approach	50.00	Ton	\$ 100.00	\$ 5,000.00
16	Driveway Opening, Conc, Det M	75.00	Ft	\$ 25.00	\$ 1,875.00
17	Sidewalk, Conc, 4 inch	3925.00	Sft	\$ 8.00	\$ 31,400.00
18	Curb and Gutter, Conc, Det C4	1200.00	Ft	\$ 22.00	\$ 26,400.00
19	Pavt Mrkg, Waterborne, 4 inch, Yellow	1200.00	Ft	\$ 1.00	\$ 1,200.00
20	Drainage Allowance	1.00	LSUM	\$ 25,000.00	\$ 25,000.00
21	Entrance Gate Reconstruct	1.00	LSUM	\$ 20,000.00	\$ 20,000.00
22	Guardrail, Type B	400.00	Ft	\$ 20.00	\$ 8,000.00
23	Guardrail, Anch, Bridge	2.00	Ea	\$ 1,500.00	\$ 3,000.00
24	Guardrail, Approach Terminal	2.00	Ea	\$ 1,750.00	\$ 3,500.00
25	Post, Steel, 3 lb	48.00	Ft	\$ 6.00	\$ 288.00
26	Sign Type IIIA	25.00	Sft	\$ 25.00	\$ 625.00
27	Slope Restoration, Type B	1500.00	Syd	\$ 3.00	\$ 4,500.00
Subtotal: Proposed Improvements					\$ 229,838.00

Summary		
Construction Subtotal:		\$ 324,828.00
Professional Services and Contingency:	30%	\$ 97,448.40
Project Total: New Buffalo- Wittaker Drive Raising - Raising Whittaker Drive (24")		\$ 422,276.40

Engineer's Estimate of Construction Costs

Project: **New Buffalo Whittaker St/ Marquette Dr Roadway**
Project No: **P20-0020**
Description: **Raising the existing roadway (Temp, with Gravel)**
Stage: **Planning**
Date: **6/15/2020**
Prepared By: **EJK**

Miscellaneous					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization, Max	1.00	LSUM	\$ 1,500.00	\$ 1,500.00
Subtotal: Miscellaneous					\$ 1,500.00

Proposed Improvements					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
2	Aggregate Base, LM	340.00	Cyd	\$ 30.00	\$ 10,200.00
3	Erosion Control, Inlet Protection, Fabric Drop	2.00	Ea	\$ 110.00	\$ 220.00
4	Erosion Control, Geotextile and Stone	2.00	Ea	\$ 150.00	\$ 300.00
Subtotal: Proposed Improvements					\$ 10,720.00

Summary					
Construction Subtotal:					\$ 12,220.00
Engineering, Professional Services, and Construction Contingency:				30%	\$ 3,666.00
Project Total: New Buffalo Whittaker St/ Marquette Dr Roadway - Raising the existing roadway (Temp, with Gravel)					\$ 15,886.00

Engineer's Estimate of Construction Costs

Project: **New Buffalo Whittaker St/ Marquette Dr Roadway**
Project No: **P20-0020**
Description: **Raising the existing roadway (Temp, with Crushed Concrete**
Stage: **Planning**
Date: **6/15/2020**
Prepared By: **EJK**

Miscellaneous					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization, Max	1.00	LSUM	\$ 1,500.00	\$ 1,500.00
Subtotal: Miscellaneous					\$ 1,500.00

Proposed Improvements					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
2	Aggregate Base, LM	340.00	Cyd	\$ 35.00	\$ 11,900.00
3	Erosion Control, Inlet Protection, Fabric Drop	2.00	Ea	\$ 110.00	\$ 220.00
4	Erosion Control, Geotextile and Stone	2.00	Ea	\$ 150.00	\$ 300.00
Subtotal: Proposed Improvements					\$ 12,420.00

Summary					
Construction Subtotal:					\$ 13,920.00
Engineering, Professional Services, and Construction Contingency:				30%	\$ 4,176.00
Project Total: New Buffalo Whittaker St/ Marquette Dr Roadway - Raising the existing roadway (Tel					\$ 18,096.00



MANAGER'S REPORT

August 17, 2020

AGENDA ITEM: Resolution 20-20, Public Hearing and second reading to Vacate a Portion of Detroit Street for the Township's Memorial Park

SUMMARY: This Resolution requires a public hearing that was set for August 17, 2020 to vacate and abandon the City's interest in a portion of Detroit Street as identified in Exhibit 1. The vacating will facilitate the Township's plans to construct a Veteran's Memorial Park depicted in the attached materials. After the public hearing, Resolution 20-20 can be approved vacating the requested portion of Detroit Street and the Township can proceed with its plans for the memorial.

COST: None

BUDGETED: Yes No NA

RECOMMENDATION: Approve Resolution 20-20, the second reading to Vacate a Portion of Detroit Street for the Township's Memorial Park.

Respectfully submitted,

David Richards, City Manager



17425 Red Arrow Highway
New Buffalo, MI 49117-9243
(269)-469-1011 * Fax (269)469-6711

Michelle Heit Supervisor *Judith H. Zabicki* Clerk *Jack Rogers* Treasurer
Peter G. Rahm Trustee *Patricia Iazzetto* Trustee

January 17, 2020

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

Dear Mr. Richards and City Council,

New Buffalo Township is requesting the vacating of Clay Street on two parcels of land that we own in the city (11-62-7900-0399-04-0 & 11-62-7900-0399-05-0). We also own two adjoining parcels in the township (11-13-0002-0016-01-1 & 11-13-0002-0016-02-2). See attached map.

We would like to Create a Veterans Memorial Site. We don't have final plans in place but I have attached some ideas for you to see. We would like to have some benches placed around the memorial site also and would like to have some street parking and a parking area.

If you have any questions please don't hesitate to contact me.

Sincerely,

Judy Zabicki



**CITY COUNCIL
CITY OF NEW BUFFALO**
Berrien County, Michigan

Council member _____, supported by Council member _____, moved the adoption of the following resolution:

RESOLUTION NO. 2020

A RESOLUTION TO VACATE A PORTION OF DETROIT STREET TO FACILITATE A VETERANS' MEMORIAL PARK

WHEREAS, New Buffalo Township owns two parcels (Tax I.D. Nos. 11-62-7900-0399-04-0 and 11-62-7900-0399-05-0) in the City near its northern boundary line that it hopes to develop as veterans' memorial park;

WHEREAS, the Township would like to incorporate an undeveloped portion of platted Detroit Street that runs between the two parcels into the park;

WHEREAS, after introducing this resolution on July 20, 2020, and conducting a public hearing on the matter on August 17, 2020, the City Council believes it is in the best interests of the public health, safety and welfare to vacate the undeveloped portion of Detroit Street that runs between the two Township-owned parcels in order to facilitate the development of the park;

WHEREAS, pursuant to Section 12.1(g) of the City Charter, passage of this resolution requires the affirmative votes of 4 members of the City Council.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City hereby vacates and abandons its interests in the right-of-way described and depicted on the attached **Exhibit**.
2. The City Clerk is authorized and directed to record this resolution with the Berrien County Register of Deeds and to file a copy of this resolution with the Michigan Department of Licensing and Regulatory Affairs Office of Land Survey and Renumeration.
3. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are rescinded.

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

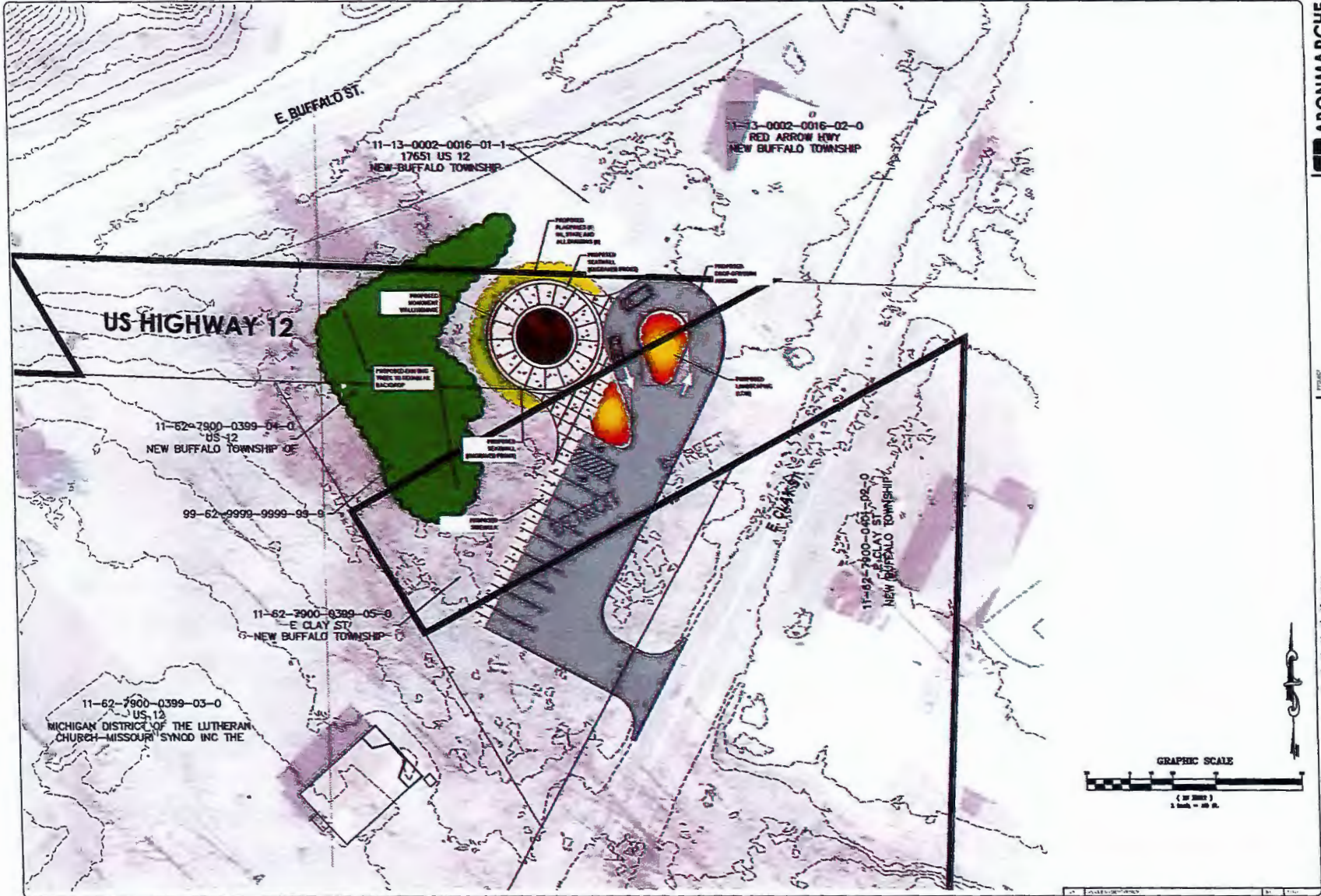
RESOLUTION DECLARED ADOPTED.

CERTIFICATION

As the duly appointed and acting City Clerk, I certify that this is a true and complete copy of a resolution adopted by the City Council of the City of New Buffalo, Berrien County, Michigan, at a regular meeting held on August 17, 2020.

Ann M. Fidler, City Clerk

C:\Users\johndoe\Documents\14571\14571.dwg (2023/05/01 10:00:00 AM) PLOT DATE: 5/1/2023 10:00:00 AM



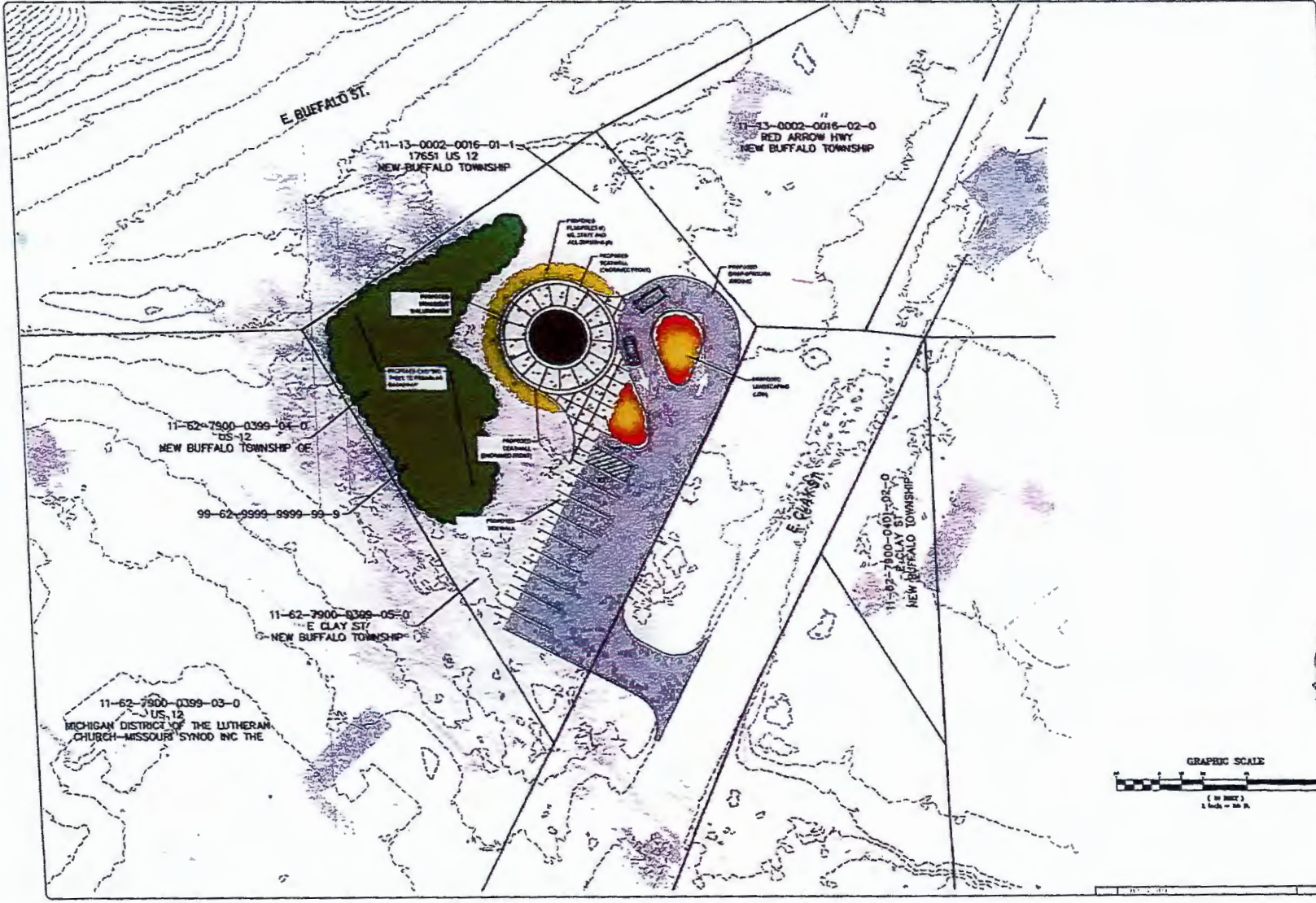
ABONMARCHÉ
 1800 10th Street
 Suite 100
 New Buffalo, MI 48153
 Phone: (581) 221-1111
 Fax: (581) 221-1112
 Email: info@abonmarche.com
 Website: www.abonmarche.com

**VETERANS MEMORIAL PARK
 NEW BUFFALO TOWNSHIP
 NEW BUFFALO, MICHIGAN**

PROPOSED SCHEMATIC PLAN

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DESIGNED BY: _____
 PROJECT NO.: _____
 SHEET NO.: _____
 SHEETS TOTAL: _____

DATE: _____
 NOTE: THIS IS A
 VISUAL VIEW
 TO: 44
20-0022



ABONMARCHÉ
 ARCHITECTURAL & ENGINEERING
 11100 W. HAWK DR. SUITE 100
 NEW BUFFALO, MI 48153
 PHONE: (588) 444-4444
 FAX: (588) 444-4444
 WWW.ABONMARCHÉ.COM

VETERANS MEMORIAL PARK
 NEW BUFFALO TOWNSHIP
 NEW BUFFALO, MICHIGAN

PROPOSED SCHEMATIC PLAN

- 1" = 10'
- 1" = 20'
- 1" = 40'
- 1" = 80'
- 1" = 160'
- 1" = 320'
- 1" = 640'
- 1" = 1280'
- 1" = 2560'
- 1" = 5120'
- 1" = 10240'



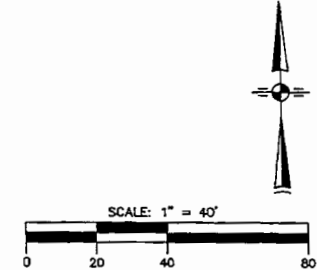
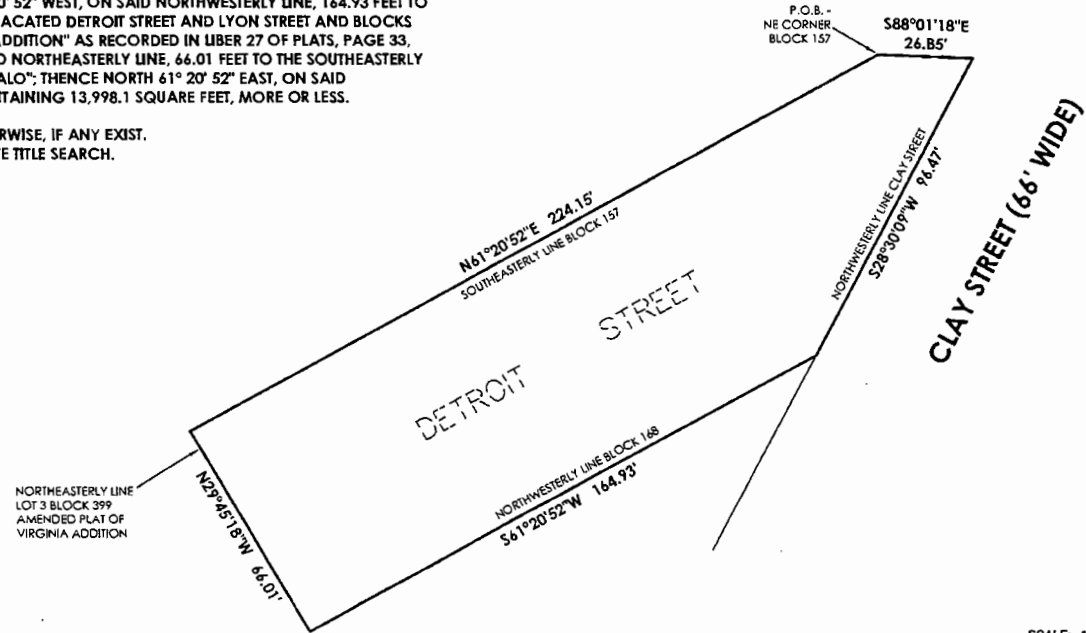
20-0022

1 of 1

EXHIBIT

THAT PART OF DETROIT STREET, "ANNEXED PLAT STYLED THE VIRGINIA ADDITION TO THE TOWN OF NEW BUFFALO AT THE MOUTH OF THE GALIEN RIVER IN THE TERRITORY OF MICHIGAN" (COMMONLY KNOWN AS "VIRGINIA ADDITION TO NEW BUFFALO"), CITY OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN, RECORDED IN BOOK "E" OF DEEDS, PAGE 291, BERRIEN COUNTY RECORDS, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF BLOCK 157, SAID PLAT; THENCE SOUTH 88° 01' 18" EAST, 26.85 FEET TO THE NORTHWESTERLY LINE OF CLAY STREET; THENCE SOUTH 28° 30' 09" WEST, ON SAID NORTHWESTERLY LINE, 96.47 FEET TO THE NORTHWESTERLY LINE OF BLOCK 168, SAID PLAT; THENCE SOUTH 61° 20' 52" WEST, ON SAID NORTHWESTERLY LINE, 164.93 FEET TO THE NORTHEASTERLY LINE OF LOT 3, BLOCK 399, "AMENDED PLAT OF VACATED DETROIT STREET AND LYON STREET AND BLOCKS 157, 158, PART OF 167 & 168 AND UNNAMED PORTION OF VIRGINIA ADDITION" AS RECORDED IN LIBER 27 OF PLATS, PAGE 33, BERRIEN COUNTY RECORDS; THENCE NORTH 29° 45' 18" WEST, ON SAID NORTHEASTERLY LINE, 66.01 FEET TO THE SOUTHEASTERLY LINE OF BLOCK 157, SAID PLAT OF "VIRGINIA ADDITION TO NEW BUFFALO"; THENCE NORTH 61° 20' 52" EAST, ON SAID SOUTHEASTERLY LINE, 224.15 FEET TO THE POINT OF BEGINNING. CONTAINING 13,998.1 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE, IF ANY EXIST.
SUBJECT TO FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.



O: Project\2020-20-0145-CONR-EDR-CADD_Survey\Drawings-20-0145-Detroit Street vac exhibit.dwg, 8/31/2020 2:31:08 PM, m.richling, 1:1

ABONMARCHE

95 West Main Street
Benton Harbor, MI 49023
T 269.927.2295
F 269.927.1017
abonmarche.com

Battle Creek
Benton Harbor
Lafayette
South Bend

Goshen
Hobart
South Haven
Valparaiso

Engineering - Architecture - Land Surveying

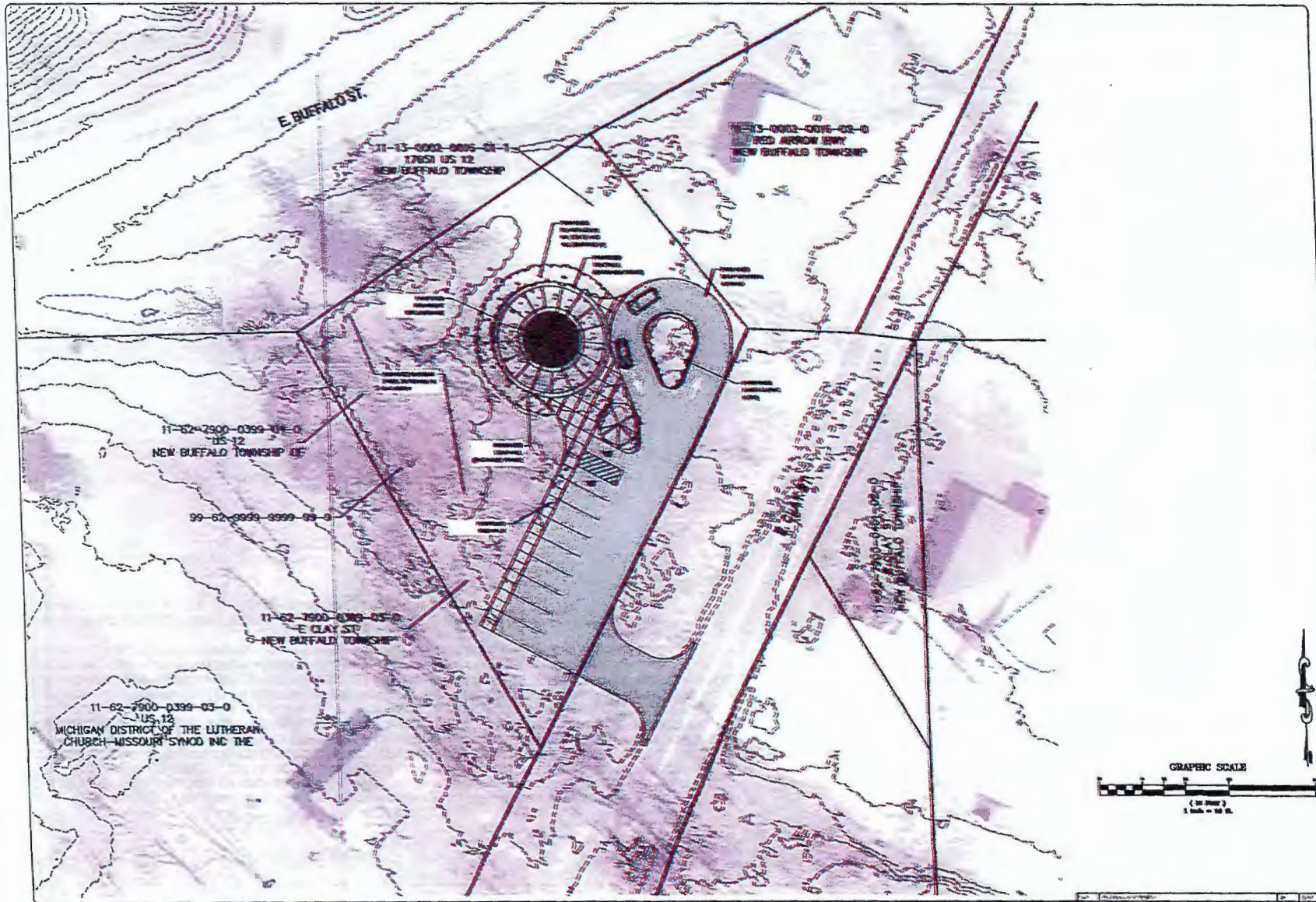
PREPARED FOR:

CITY OF NEW BUFFALO

copyright 2020 - ABONMARCHE CONSULTANTS, INC.

DRAWN BY: MGR	DETROIT STREET
APPROVED BY: MAF	VIRGINIA ADDITION
DATE: 7/13/2020	CITY OF NEW BUFFALO
SCALE: 1" = 40'	SHEET 1 OF 1

JOB NO. 20-0145



11-62-2900-0399-03-0
 MICHIGAN DISTRICT OF THE LUTHERAN CHURCH - MISSOURI SYNOD INC THE

ABONMARCHÉ
 1000 W. BUFFALO ST.
 NEW BUFFALO, MI 48153
 TEL: 588-1111 FAX: 588-1112
 WWW.ABONMARCHÉ.COM

VETERANS MEMORIAL PARK
 NEW BUFFALO TOWNSHIP
 NEW BUFFALO, MICHIGAN

PROPOSED SCHEMATIC PLAN

DATE	
BY	
FOR	
DATE	
BY	
DATE	
BY	

SCALE	
DATE	
BY	
DATE	
BY	
DATE	
BY	

20-0022







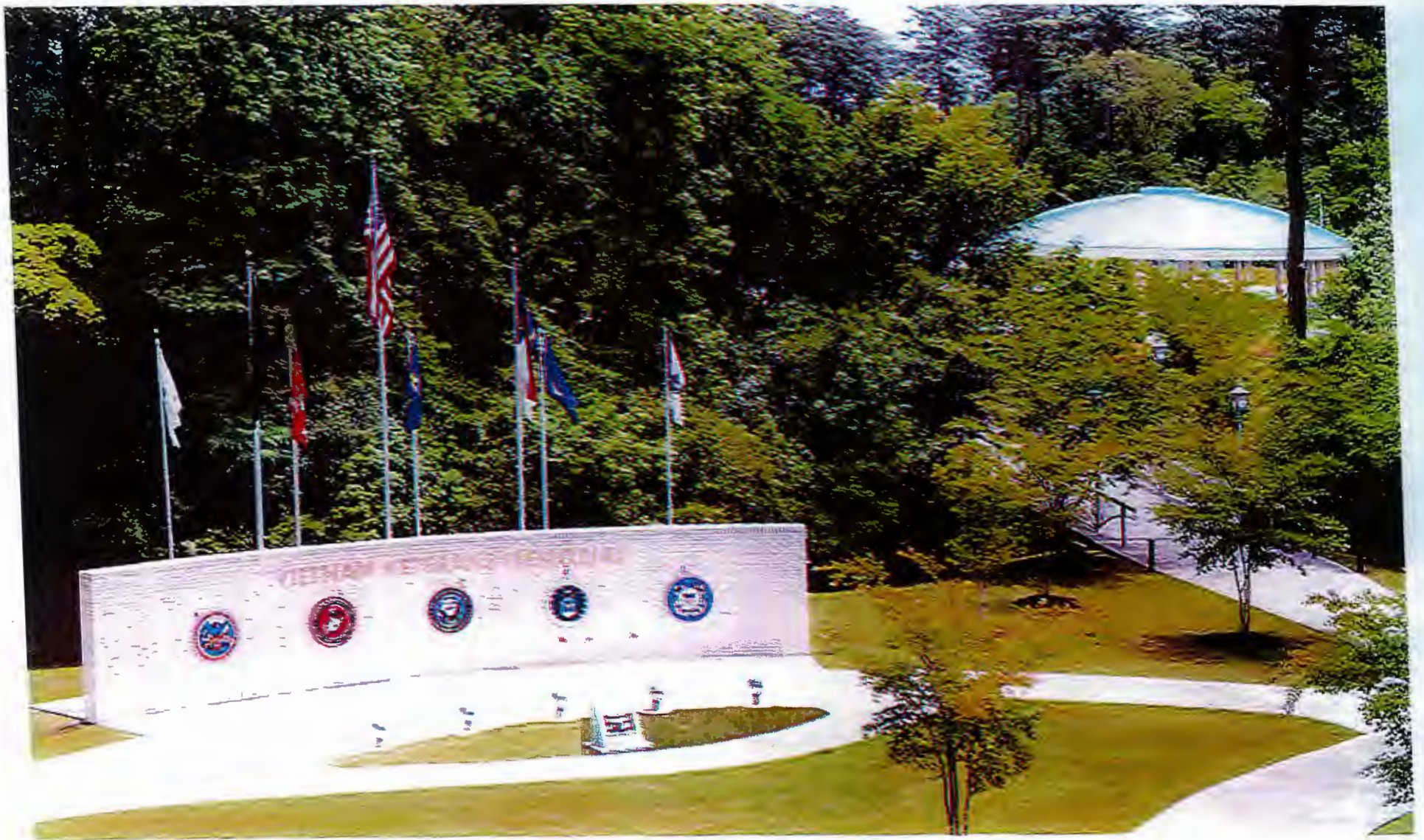
Veterans Park

This Park is dedicated to the courage, honor and commitment of the men and women who served to defend the rights and freedoms of our great nation.

Army • Marines • Navy • Air Force • Coast Guard • Merchant Marines

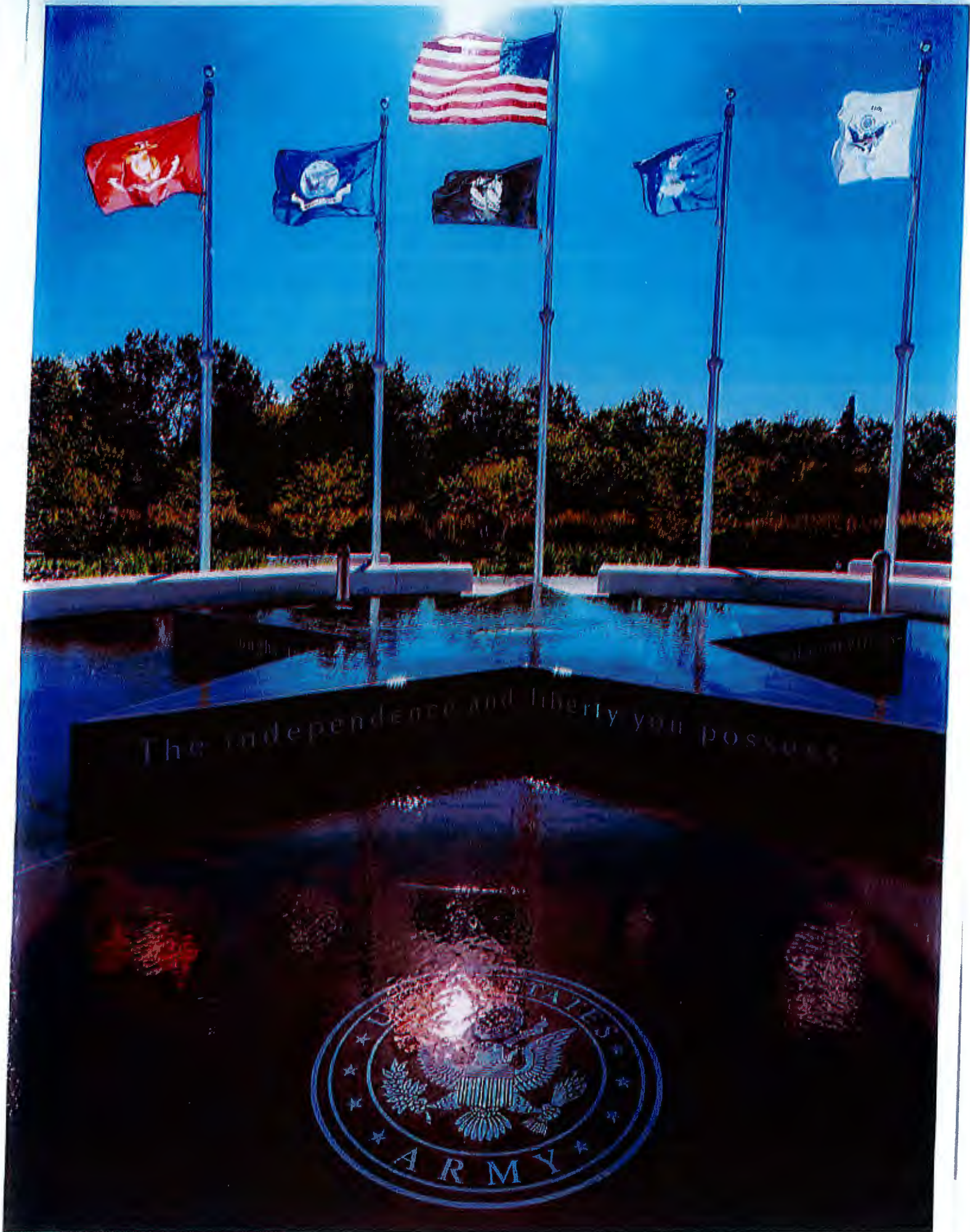
Dedicated 2019 by the Little Egg Harbor Township Committee

Barbara Jo Cren, Mayor • John Kehus, Jr., Deputy Mayor • Ray Gornley • Lisa Stevens • Blaise Scibetta





LET NO VETERAN
BE FORGOTTEN





MANAGER'S REPORT

August 17, 2020

AGENDA ITEM: Final 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 final 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. 247

**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
August 17, 2020

AGENDA ITEM: Contract for planning and engineering services with Abonmarche for the Dune Walk Renovation and Expansion Project.

SUMMARY: As the Dune Walk was reaching the end of its functional lifecycle, the City of New Buffalo requested that Abonmarche develop a plan to replace and expand the structure as well as a financing strategy to undertake the project. Abonmarche developed conceptual plans and cost estimates and then set about securing financing for the estimated \$440,000 project. Working with City staff, they were able to secure a \$220,000 Land and Water Conservation Fund (LWCF) Grant from the Michigan Department of Natural Resources. Following the grant award for 50% of the project cost, the project team developed a letter of intent and grant application to The Pokagon Fund (TPF) for an additional \$110,000 that will be voted on at the TPF's August 19th Board of Directors meeting. Abonmarche performed the above services at no cost to the City as a benefit of the firm's engineer-of-record relationship with the community.

The process is well underway to close on the federal grant which is anticipated to be completed in the late fall or early winter. In the interim, City staff would like to begin design work for the project so it can be bid as soon as the LWCF grant is approved. Once the pending TPF grant has been approved, the financing structure for the project will be completed as the City has already budgeted \$110,000 as the final funding component. This approach will allow for the design of the project in the fall of 2020, bidding in the winter of 2020 and construction in the spring of 2021. This approach will ensure the project is able to be completed before the 2021 tourism starts making it difficult to work in the beach area.

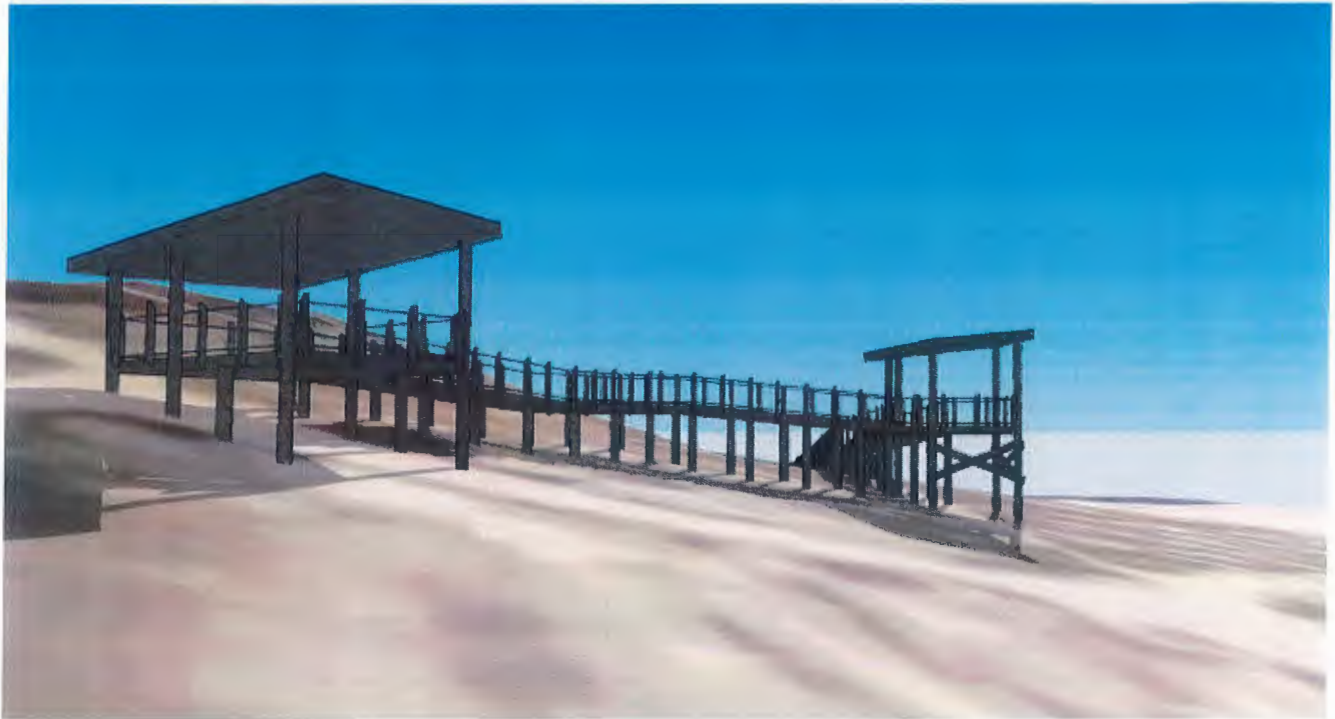
COST: \$57,300

BUDGETED: Yes No NA

RECOMMENDATION: Approve entering into an agreement for design of the Dune Walk with Abonmarche in the amount of \$57,300 pending approval of the \$110,000 grant request from The Pokagon Fund.

Respectfully submitted,
David Richards, City Manager

Site Plan and Renderings



July 17, 2020

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

**RE: Proposal for Professional Services
Dune Walk Renovation Project**

Dear Mr. Richards,

Abonmarche is pleased to present this proposal for professional services related to improvements to the City's existing Dune Walk and new ADA path leading to a viewing platform. We understand that the project will include the following components:

1. Structural and decking repairs to the existing walkway in order to maintain its viability as a desirable access to the top of the dune;
2. Creation of a secondary dune walk up the midpoint of the dune that will have full ADA access so people of all abilities can experience the ecology of the dune and experience elevated dunes of the waterfront area;
3. Development of a plan that limits foot traffic to reestablish the dune's natural shape through the use of temporary fencing to establish a protected native plant area to help stabilize the dune and prevent erosion while enhancing the aesthetics and attracting wildlife. The project will also include the installation of educational signage about the ecological importance of dunes and need the need not to leave the designated walk areas.
4. The project cost is expected to cost \$440,000. Abonmarche was happy to be able to secure a Land and Water Conservation Fund grant for the City that will offset \$220,000 of this cost.

The following will identify our proposed Scope of Services, schedule and fees to complete this project.

Scope of Services

We expect that this project will include the following tasks:

- Kickoff meeting with city staff to review the project scope, work plans, schedule and preliminary costs estimates. This meeting is intended to verify project goals, timelines and lines of communication.

- Design Phase services will consist of developing a topographic survey, updated cost estimates, preparing plans and specifications for construction of the approved scope of work. This work will be performed with regular interaction with City staff through the design process.
- After completion of the design plans and specifications, Abonmarche will solicit bids from contractors to complete the work. Abonmarche will administer the bidding process, review the bids, recommend contractor(s) to complete the work, and prepare contracts after award of the project.
- Abonmarche will provide part-time inspection services as-needed throughout the construction process and review conformance with the contract documents. Abonmarche will review and approve shop drawings, pay requests, change orders, etc.
- Regular construction progress meetings – these are typically held with the contractor and city staff to discuss progress, upcoming work, issues, action items, budgetary items, and resident concerns.
- After construction is complete, Abonmarche will conduct a final site visit and prepare necessary closeout documents and a punch list for any items requiring additional attention or correction.
- Abonmarche will manage all grant reporting requirements on behalf of the City.
- Items not included in scope soil borings and geo-technical engineering or if it is determined critical dune permitting will be required as part of the project.

Schedule

We can start this project immediately upon authorization to proceed. The expected project schedule will go as follows:

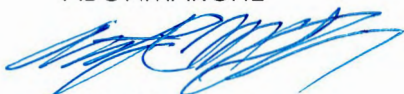
<u>Phase</u>	<u>Date</u>
Design Phase	July – October 2020
Bidding Phase	October 2020
Construction Phase	November 2020 – May 2021

Fees and Authorization

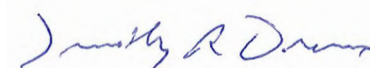
Our proposed fees to complete the above scope of services will be a lump sum fee of \$57,300.

Your signature on the attached Professional Services Agreement will serve as authorization to proceed with this project. If you have any questions, please do not hesitate to contact Tony McGhee at 269.252.8980 or via email at tmcghee@abonmarche.com.

Sincerely,
ABONMARCHE



Tony McGhee
Vice President



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



Abonmarche Project Number: _____

AGREEMENT between (Client name), City of New Buffalo (Date) 7/21/2020

(Client address) 224 W. Buffalo St., New Buffalo, MI 49117 (Phone) (269) 469-1500

(Cell) _____ (Fax) _____ (Email) manager@cityofnewbuffalo.org hereinafter referred

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

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

(Project Name) Dune Walk Renovation Project (Location) City Beach Park

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

(Scope of work) Scope detailed in attached proposal

(Project schedule) Schedule detailed in attached proposal

(Special Provisions) N/A

Abonmarche's proposal/work plan, dated 7/17/20 is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

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

(Fee/Type) \$57,300 lump sum

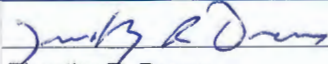
Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

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

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

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

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

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: 
Signature: _____	Printed Name: _____	Printed Name: <u>Timothy R. Drews</u>
Printed Name: _____	Date of Birth: _____	Title: <u>Vice President</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc.</u>
Federal Tax ID: _____	Employed by: _____	<u>95 West Main</u>
	Address: _____	<u>Benton Harbor, MI 49022</u>
	City/State: _____	Date Signed: <u>7/17/20</u>
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

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

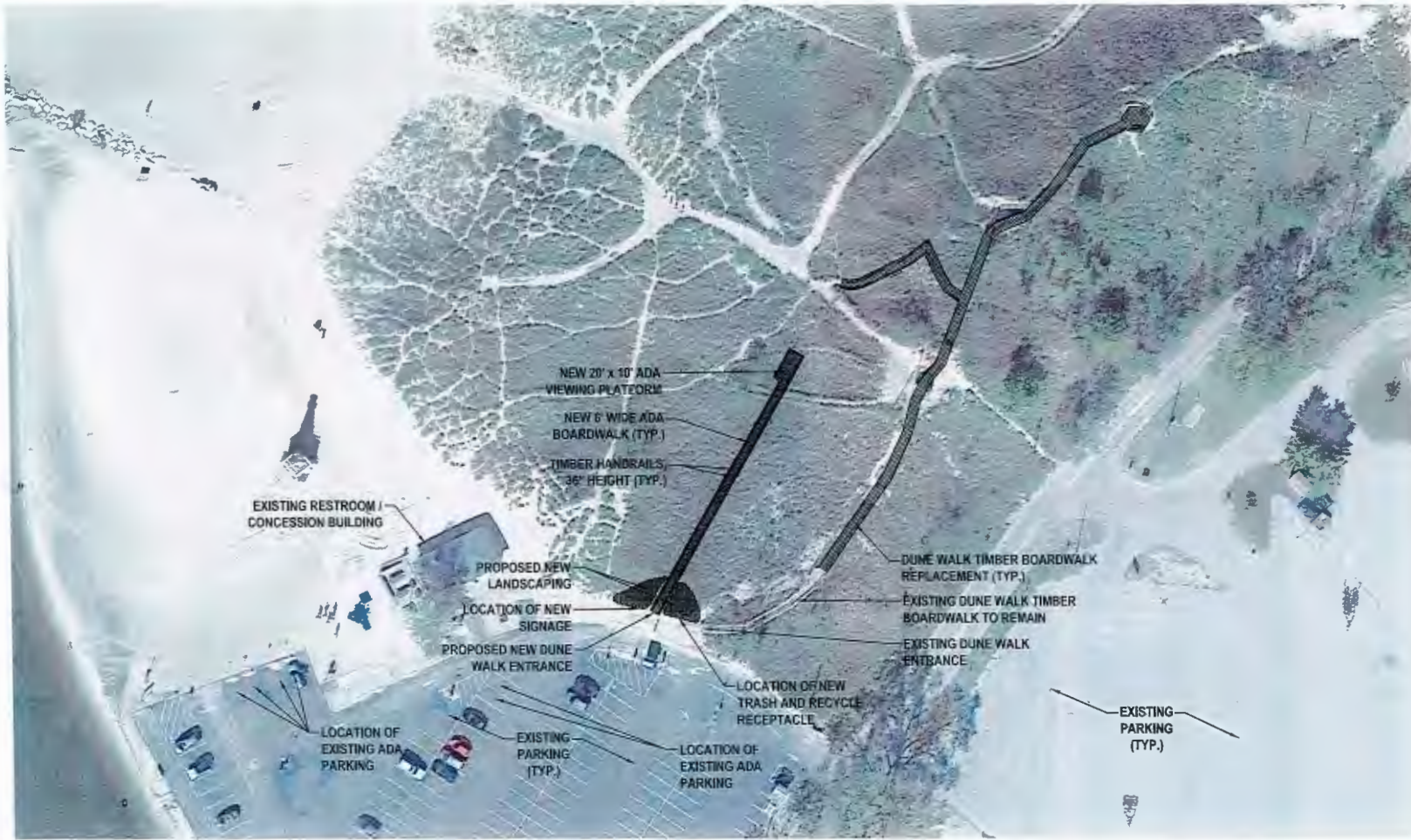
permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.

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

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

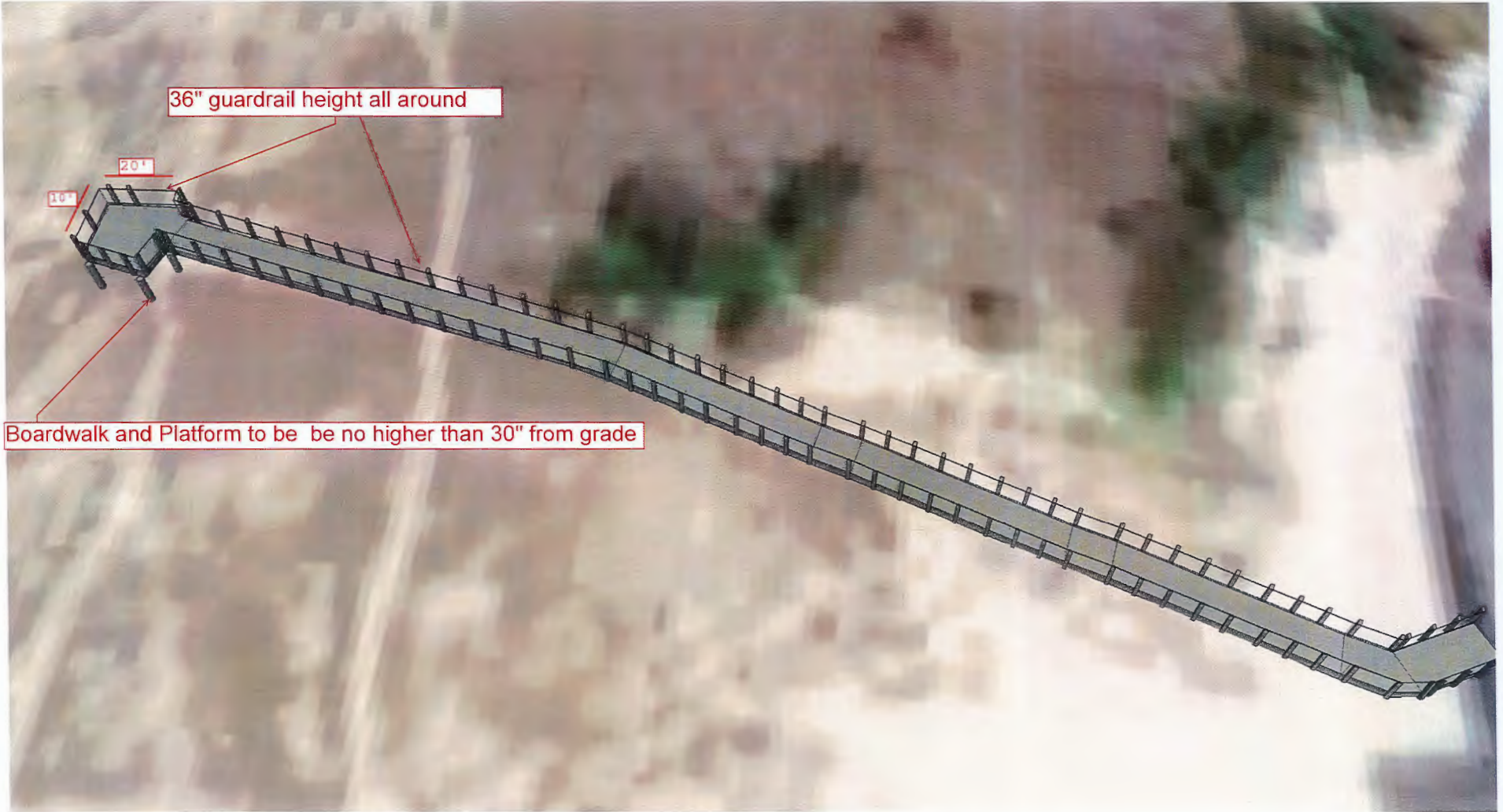
25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
26. **Liability Limitation.** In recognition of the relative risks and benefits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

End of Agreement



P:\Projects\19-0113\19-0113-01-Concept Improvements Plan.dwg, 10/15/2019 10:00:00 AM, User: jason.m...

ADA Accessible boardwalk and platform concept



CITY OF NEW BUFFALO

DUNE WALK AND VIEWING PLATFORM

APRIL 30, 2019

ADA Accessible boardwalk and platform concept



CITY OF NEW BUFFALO

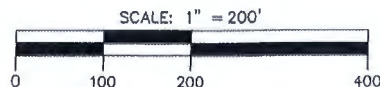
DUNE WALK AND VIEWING PLATFORM

APRIL 30, 2019

CITY OF NEW BUFFALO DUNE WALK STABILIZATION AND RESTORATION

PARK BOUNDARY MAP

PART OF SECTIONS 3 & 4, TOWN 8 SOUTH, RANGE 21 WEST,
CITY OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN.
SEE SHEET 2 OF 2 FOR DESCRIPTION.



CURVE DATA TABLE					
CURVE #	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	228.82'	27°33'03"	110.03'	S32°34'42"W	108.97'
C2	279.94'	24°26'46"	119.44'	S35°45'15"W	118.54'
C3	1744.69'	07°08'20"	217.39'	S37°28'54"W	217.25'
C4	240.00'	49°01'59"	205.39'	S10°14'07"W	199.18'

P.O.B.
PARK BOUNDARY

REFERENCE POINT -
CENTER LINE INTERSECTION
WATER STREET AND
WHITTAKER STREET

4/22/2020

ABONMARCHE

CITY OF NEW BUFFALO DUNE WALK STABILIZATION AND RESTORATION

PARK BOUNDARY MAP

THAT PART OF SECTION 3 AND SECTION 4, TOWN 8 SOUTH, RANGE 21 WEST, CITY OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT IN THE NORTHERLY EXTENSION OF THE CENTER LINE OF WHITTAKER STREET, SAID POINT BEING NORTH 28° 12' 41" WEST, 948.62 FEET FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF SAID WHITTAKER STREET AND THE CENTER LINE OF WATER STREET IN THE CITY OF NEW BUFFALO; THENCE CONTINUING NORTH 28° 12' 41" WEST, ON SAID CENTER LINE EXTENDED, 207.35 FEET TO A MEANDER LINE; THENCE ON SAID MEANDER LINE THE FOLLOWING FOUR COURSES: NORTH 23° 50' 33" WEST, 360.00 FEET; NORTH 06° 57' 43" WEST, 313.16 FEET; THENCE NORTH 60° 51' 03" WEST, 153.93 FEET; THENCE NORTH 63° 42' 19" EAST, 930.23 FEET; THENCE SOUTH 28° 10' 51" EAST, 429.22 FEET TO THE NORTHWESTERLY LINE OF MARQUETTE DRIVE; THENCE SOUTHWESTERLY 110.03 FEET ON SAID NORTHWESTERLY LINE AND THE ARC OF A 228.82 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 32° 34' 42" WEST, 108.97 FEET; THENCE SOUTHWESTERLY 119.44 FEET ON SAID NORTHWESTERLY LINE AND THE ARC OF A 279.94 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 35° 45' 15" WEST, 118.54 FEET; THENCE SOUTH 47° 46' 54" WEST, ON SAID NORTHWESTERLY LINE, 158.85 FEET; THENCE SOUTHWESTERLY 217.39 FEET ON SAID NORTHWESTERLY LINE AND A 1744.69 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 37° 28' 54" WEST, 217.25 FEET; THENCE SOUTH 34° 45' 06" WEST, ON SAID NORTHWESTERLY LINE, 304.46 FEET; THENCE SOUTHWESTERLY 205.39 FEET ON SAID NORTHWESTERLY LINE AND THE ARC OF A 240.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 10° 14' 07" WEST, 199.18 FEET; THENCE SOUTH 61° 47' 18" WEST, 38.62 FEET TO THE POINT OF BEGINNING.

INCLUDING ALL LAND LYING BETWEEN SAID MEANDER LINE AND THE WATER'S EDGE OF LAKE MICHIGAN, AND BETWEEN SAID MEANDER LINE AND THE WATER'S EDGE OF THE GALIEN RIVER.

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

PARCEL CONTAINS APPROXIMATELY 15.7 ACRES TO THE WATER'S EDGE OF LAKE MICHIGAN AND THE GALIEN RIVER.



Land and Water Conservation Fund Application 2019
Organization: City of New Buffalo
Section A: Applicant Site and Project Information: City Beach

LW19-0039

Federal Funded # (DNR only) 26-

***DUNS Number** 026240515

*Name of Applicant (Government Unit) City of New Buffalo	*SIGMA VSS CV0047902	*SIGMA Address Code 001	*County Berrien County
--	--------------------------------	-----------------------------------	-------------------------------------

*Name of Authorized Representative David Richards	*Title City Manager
---	-------------------------------

*Address 224 West Buffalo Street	*Telephone (269) 469-3574 Fax
--	--

*City New Buffalo	*State MI	*ZIP 49117	*E-mail manager@cityofnewbuffalo.org
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*State House District District 78	*State Senate District District 26	*U.S. Congress District District 6
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***Proposal Title** (Not to exceed 60 characters)
Dune Walk Stabilization and Restoration

***Proposal Description**

Improvements of the Dune Walk at the New Buffalo City beach. This project will make needed repairs to the existing Dune Walk, add a second structure to create accessibility to the dune area for people of all abilities, as well as create a signage and education program to better control human movement across the dune to protect its integrity and habitat.

***Address of Site**
100 Marquette Dr

***City, Village or Township of Site**
New Buffalo

***Zip**
49117

***County in which Site is located**
Berrien

***Town, Range and Section Numbers of Site Location**
Letters must be upper-case:
(examples: T02N, R13E, 22)
 (Town) T08S (Range)R21W (Section)04

***Latitude/Longitude at park entrance**
41.801045 -86.747595

***Park Name**
City Beach

Land and Water Conservation Fund Application 2019
Organization: City of New Buffalo
Section B: Project Funding and Explanation of Match Sources

LW19-0039

SOURCES OF MATCHING FUNDS

PROJECT COST AMOUNTS

*Grant amount requested (round to the nearest hundred dollars)	\$220,000.00
Total Match (Must be 50% of total project cost)	\$220,000.00
Total Project Cost	\$440,000.00
Percentage of match commitment (Must be 50% of total project cost)	50%
a) General Funds or Local Restricted Funds (Applicant's own cash)	\$220,000.00
b) Force Account Labor/Materials (Applicant's own paid labor or materials)	
c) Federal (CDBG or RTP) or State Funds	

Check to add program information for additional State of Federal funds that will be used as Match.

*(2) Program Name	*Administering Agency	
*Contact Name for Administering Agency	*Telephone	*Amount

***Type of Funds**

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

*Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

*Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

Land and Water Conservation Fund Application 2019

Organization: City of New Buffalo

LW19-0039

Section C: Project Details

Applicant's current control of the site:

✓ Fee Simple

Road or Utility Easement (entrance only)

*Age of Park 85 Years

*Acres 7.25

Project Cost Estimate Table

List the specific development scope items (Select from dropdown list). Do not include ineligible items such as engineering costs beyond 15% of the subtotal and contingencies. NOTE: ALL OVERHEAD UTILITY LINES MUST BE BURIED.

<u>SCOPE ITEM</u>	<u>DNR ONLY</u>	<u>QUANTITY</u>	<u>TOTAL ESTIMATED COST</u>
	<u>ACCESIBILITY GUIDELINES</u>		
Trash Bin(s)	N/A	1	\$1,200.00
Signage	ADA	1	\$17,500.00
Overlook or Observation Deck	ADA	1	\$40,200.00
Boardwalk	ADA	545 ft	\$265,800.00
Landscaping	N/A	Isum	\$57,500.00

Other:

Do not list the aspects of project execution, such as labor, construction equipment, contingency or raw materials.*(New rows will appear as rows are completed and Saved)*

Permit Fees

LWCF Sign \$500.00

Subtotal \$382,700.00

Engineering (These fees may not exceed 15% of subtotal) \$57,300.00

Total Estimated Cost (Must equal Total Project Cost amount on Section B page.) **\$440,000.00**

Land and Water Conservation Fund Application 2019

Organization: City of New Buffalo

LW19-0039

Section D: Justification of Need

1) What was the date(s) of public meeting to discuss submission of the grant application? 3/18/2019

2) If you are submitting multiple applications, what is the priority for this application? (1 = highest) 1

3) What page(s) of your recreation plan is the need for the proposed project discussed? From:59 To: 60

If proposed project is on only one page, please enter the page number in both boxes

4) Explain how you plan to address safety considerations and crime prevention in the project area.

The project will make the existing structure safe for users of all abilities to use. The area has clear lines of site that allow users to be aware of their surroundings at all times. The local police currently patrol the beach area as part of their normal routes so this will continue as normal.

5) Explain how you will make the public aware of the project, as well as the efforts you will use to publicize and promote the project. Include marketing methods that will effectively communicate with persons with disabilities.

The public will be made aware of this project through social media as well as the city's website.

6) Does the applicant have a formal recreation department or committee? Please explain below. For park committees, describe how the members are appointed, their roles and responsibilities, list of members and meeting schedule.

The Park and Recreation Board advises the City Council on matters concerning the

City's parks and recreational opportunities. They make recommendations to the City Council for improving, planning, and developing outdoor and indoor recreational, educational, and social facilities and programs for the community.

They meet on the second Monday of the month in the Community Room at City Hall. The board is currently made up of Stacey LaRocco, Pat Fisher, Linda Henderson and Susan Stoneburner.

SCHOOL DISTRICT APPLICANTS - Recreational opportunities for the general public are available at school facilities (check all that apply):

- a) During Normal School Hours
- Outside Normal School Hours
- During the Summer

- b) What percentage of time (on an annual basis) will the recreation opportunities provided by this project be available to the general public?
% per year

Land and Water Conservation Fund Application 2019

Organization: City of New Buffalo

LW19-0039

Section E: Application History and Stewardship

- 1) Has applicant received DNR recreation grant(s) in the past? No Yes
If yes, does applicant currently have an open, active grant? No Yes
- 2) Has applicant closed, sold, or transferred any parkland or recreation facilities in the past 5 years? No Yes
- 3) Does applicant have a "residents only" policy for this park or other parks or recreation facilities? No Yes

If 'Yes' was selected for any of the questions on this page, please explain here:

The City of New Buffalo maintains eight parks and the Amtrak Station, with the Skate Park being jointly managed with New Buffalo Township and New Buffalo Area Schools. Besides the full-time Recreational Facilities Superintendent, parks and recreation staff consists primarily of seasonal, part-time employees. During the summer months, individuals are hired as lifeguards, rangers, attendants, and maintenance laborers. The City has received three development grants from the MDNR to develop facilities at the City Beach, the City Boat Launch, and the Transient Marina. See Recreation Plan for more details.

1. Lakefront Park Improvements – Grant # CM99-198 - Parking lot surfaces improved, new lighting, landscaping installed and being maintained
2. Transient Marina – Grant # TF89-236 - All scope items have been installed and are maintained.
3. New Buffalo Boat Launch – Grant #26-01089 - All scope items have been installed and are maintained.

Land and Water Conservation Fund Application 2019

Organization: City of New Buffalo

LW19-0039

Section F: Site Conditions

- | | <u>NO</u> | <u>YES</u> | <u>UNKNOWN</u> |
|--|-----------|------------|----------------|
| *1) Is there (or has there been) contamination on any portion of the property from commercial uses (examples: manufacturing and/or minerals processing or extraction)? | ✓ | | |
| *2) Is there (or has there been) contamination on any portion of the property from use as a gas station, motor vehicle service or repair facility, commercial printing facility, dry cleaners, photo development lab, junkyard, landfill, waste treatment storage or processing, recycling or disposal facility? | ✓ | | |
| *3) Is there (or has there been) contamination on any portion of the property from storage of automotive or industrial batteries or other parts, pesticides or other chemicals used in agricultural practices, paints, industrial waste, or other chemicals in drums or other containers? | ✓ | | |
| *4) Is there (or has there been) waste disposal pits, lagoons, or ponds on the property? | ✓ | | |

Has an environmental assessment been completed for the site?

Provide written documentation from the Michigan Department of Environmental Quality and/or the U.S. Environmental Protection Agency certifying that remediation of any contamination has been completed on the Required Attachments page.

What is the applicant's current year budget for parks and recreation? \$687,015.00

What are the estimated operation and maintenance costs associated with the proposed project? \$5,000.00

Are permits required for the development of the site? NO ✓ YES UNKNOWN
 If yes, please complete the following table:

TYPE OF PERMIT	PERMITTING AGENCY	EFFORTS TAKEN TO OBTAIN PERMIT OR DETERMINING PERMIT REQUIREMENTS
Building permit	City of New Buffalo	will be requested pending funding
SESC permit	Berrien County Drain Commission	will be requested pending funding

If 'Yes' or 'Unknown' was selected for any of the answers on this page, please explain here:

Land and Water Conservation Fund Application 2019

Organization: City of New Buffalo

LW19-0039

Section G: Public Access Opportunities

* Will the site be open to the
 general public, or
 by group reservation only?

* List the hours open to the public:

	From	To	Closed
Sunday	dawn	dusk	
Monday	dawn	dusk	
Tuesday	dawn	dusk	
Wednesday	dawn	dusk	
Thursday	dawn	dusk	
Friday	dawn	dusk	
Saturday	dawn	dusk	
Holidays	dawn	dusk	

Comment:

* If the site is adjacent to an inland lake or river, are other public access sites available for this water body?
 Yes No

Name of Water Body: Lake Michigan and Galien River

* Is this proposed project part the Iron Belle Trail(Governor's Showcase Trail)?

Yes No

*How will the public be reasonably able to access this site?

Automobile

Boat

Public Transportation

Motorized Trail

Non-Motorized Trail including Mountain Bike and Hiking Trails

Sidewalk or Pathway

Other (describe)

* Do you now or do you intend in the future to charge an entrance fee to the project site?

Yes No

* If yes, is fee schedule and policy for reduced entrance fees for low income users included with application?

Yes No

Application Narrative

* I. Project Description

The dune walk is a boardwalk structure that follows the ridge of an iconic and prominent dune along the City of New Buffalo's lakefront. The uses for the structure are many ranging from general tourism to a popular spot for wedding photos. The overall structure is in poor condition and is in need of rehabilitation or replacement.

Over the years, the City has performed maintenance on the structure as funding was available. However, many of the components of the existing structure are beginning to reach or have surpassed their expected life cycles. Additionally, the development of "goat trails" through the dune area have caused damage to the environment and habitat as well as impacted the overall stability of the dune.

Abonmarche staff performed an assessment of the existing structure to develop a scope for needed repairs and recommended improvements. This has allowed the City to develop an accurate and realistic funding plan for the work. After over 30 years of use, the structure has earned the end of its useful life and has become not cost effective to continue to repair. However, because of the sweeping views of the coastline and iconic status to residents and visitors alike, people still take any way possible to access the top of the dune leading to damage to vegetation and the dune itself. To address this situation ensure the sustainability of this important community resource for generations to come, the City proposes to undertake the following tasks:

1. Make structural and decking repairs to the existing walkway in order to maintain its viability as a desirable access to the top of the dune
2. Create a secondary dune walk up the midpoint of the dune that will have full ADA access so people of all abilities can experience the ecology of the dune and experience elevated dunes of the waterfront area
3. The City will create a plan that limits foot traffic to reestablish the dune's natural shape through the use of temporary fencing and includes a protected native plant area to help stabilize the dune and prevent erosion while enhancing the aesthetics and attracting wildlife. Finally, the City will install educational signage about the ecological importance of dunes and need to stay on the designated walk areas.

* II. Project Justification and Support:

Michigan's dunes are a part of the largest freshwater dune system in the world, so large they are visible from space. Once gone, they can never be replaced. Yet we cannot protect them without first understanding their importance to our environment; economy and quality of life. Coastal dune areas, like those in the New Buffalo, are ecologically unique and support a diversity of plants and wildlife. Dune plants are important to the health of Great Lakes dunes, as they help to anchor blowing sands.

To create access to the dune area the City created a boardwalk system along the crest of the dune in the mid-80s. The area quickly became a popular destination for its ability to access the dune area, sweeping views of the waterfront area and has hosted many wedding photos and other significant events. However, the facility has fallen into disrepair and outlived its useful life.

The City Beach Dunewalk was closed November 2011 through spring 2012 due to repairs being needed. The City made repairs but available funding has not kept pace with the needs and age of the system as it nears the end of its useful life. As the walk has degraded, people have begun making trails up the dune, damaging plants and the stability of the dune.

Land and Water Conservation Fund Application 2019

Organization: City of New Buffalo

LW19-0039

Application Narrative

The City of New Buffalo's Parks Department has funding available in its budget to ensure maintenance of the Dunewalk moving forward. The Department is funded through the City's General Fund as well as a dedicated Mileage. Adequate funding is available to ensure the maintenance of the facility after improvements are completed. The proposed project when completed will give people of all incomes and abilities the opportunity to experience sweeping views of the Lake Michigan waterfront without having to own property along the Lakeshore.

Making improvements to the Dunewalk area has been a priority of the City of New Buffalo for the past five years. The project has been discussed at several public meetings as was the subject of a public hearing on March 18, 2019 during a regularly scheduled City Council meeting. At no time has there been any public or known private opposition to the project. The City of New Buffalo has not received any recreational based grants in over 20 years when improvements were made to the community's boat launch area. Improvements to the Dunewalk are prioritized on Page 59-60 of the City of New Buffalo's Five Year Park and Recreation Plan.

* III. Project Design:

The project area includes a large sand dune area immediately south of the public beach on the shores of Lake Michigan. To the south of the subject area is the Galien River which along with Lake Michigan is viewable from the top of the dune. The site was chosen as it has an existing walkway providing sweeping views of Lake Michigan and is an iconic element along the community's waterfront area.

The design approach was chosen through consultation with Abonmarche who has a significant amount of experience working in water front communities and with shore and dune stabilization projects such as the recently completed Syndicate Dunes project in Van Buren County. As it was not economically feasible to create ADA access to the existing walkway as part of the rehabilitation project, a decision was made to add a second walk to create access to the dune, its beautiful views of Lake Michigan and its unique ecosystem for people of all abilities. The routing of the second walk was chosen to follow a route utilizing natural topography to avoid moving sand and altering the natural characteristics of the dune area in terms of topography. Detailed scope items include:

- Rehabilitating the existing structure
- Create a new accessible walkway
- Creating a planting and education program to stabilize the dune area and inform people of the importance dunes play to the lakefront ecosystem.

As the dune is within a public park area and adjacent a public road it will have all of the same opportunities for access as any park in the City of New Buffalo.

IV. Additional Information:

As the site is within an existing City park, access to the site is free and open the same hours as other City parks. The location is less than a 1/4 mile from the downtown area and several residential neighborhoods making it easy to access via sidewalk from numerous areas of the community as well as the adjacent beach parking lot. The area is signed as a public part.

August 12, 2020

Mr. David Richards
City Manager, City of New Buffalo
224 W. Buffalo Street
New Buffalo, Michigan 49117

**RE: Proposal for Professional Services
Smith Street Pocket Park**

Dear Mr. Richards,

Abonmarche is pleased to present this proposal for professional services related to developing a new pocket park in the Smith Street right-of-way adjacent the railroad tracks. Working with City staff, Abonmarche was able to secure \$112,500 from the Michigan Recreation Passport Grant program for the project. The project is expected to require a \$37,500 match from the City of New Buffalo. The project will include the following components:

1. Nine new public parking spots to serve the new park, downtown area and surrounding neighborhood.
2. A raingarden for stormwater management
3. Picnic tables, benches, trash/recycling receptacles and landscaping
4. A bicycle rack and sign/kiosk for the park to serve as a trailhead for the Marquette Greenway should it be constructed in the future

The following will identify our proposed Scope of Services, schedule and fees to complete this project.

Scope of Services

We expect that this project will include the following tasks:

- Kickoff meeting with city staff to review the project scope, work plans, schedule and preliminary costs estimates. This meeting is intended to verify project goals, timelines and lines of communication.
- Design Phase services will consist of developing a topographic survey, updated cost estimates, preparing plans and specifications for construction of the approved scope of work. This work will be performed with regular interaction with City staff through the design process.

- Abonmarche staff will present the project to the Planning Commission for review and approval.
- Abonmarche will present the project plans to the Michigan Department of Natural Resources for review and approval.
- Abonmarche will be responsible for securing all permits with the exception of those which are the responsibility of the contractor for the project.
- After completion of the design plans and specifications, Abonmarche will solicit bids from contractors to complete the work. Abonmarche will administer the bidding process, review the bids, recommend contractor(s) to complete the work, and prepare contracts after award of the project.
- Abonmarche will provide part-time inspection services as-needed throughout the construction process and review conformance with the contract documents. Abonmarche will review and approve shop drawings, pay requests, change orders, etc.
- Regular construction progress meetings – these are typically held with the contractor and city staff to discuss progress, upcoming work, issues, action items, budgetary items, and resident concerns.
- After construction is complete, Abonmarche will conduct a final site visit and prepare necessary closeout documents and a punch list for any items requiring additional attention or correction.
- Abonmarche will manage all grant reporting requirements on behalf of the City.

Exclusions

We will provide additional services on a time and materials basis in accordance with our current billing rates. Services not identified in this proposal shall be discussed as they arise. The following exclusions are not included in our project scope but can be added upon request or necessity.

- Wetland delineation and permitting
- Permit or Advertising Fees
- Geotechnical Services
- Private utility design – gas, electric, CATV
- Design of retaining walls and structural engineering services
- Mechanical, electrical, and/or plumbing engineering services
- Illustrative color renderings
- Architectural design
- Major site plan revisions based on Client or jurisdictional reviewing agency requirements.

Schedule

We can start this project immediately upon authorization to proceed. The expected project schedule will go as follows:

Phase

Design Phase

Date

September – November 2020



Bidding Phase
Construction Phase

December 2020
January 2021 – May 2021

Fees and Authorization

Our proposed fees to complete the above scope of services will be a lump sum fee of \$19,500.

Your signature on the attached Professional Services Agreement will serve as authorization to proceed with this project. If you have any questions, please do not hesitate to contact Tony McGhee at 269.252.8980 or via email at tmcghee@abonmarche.com.

Sincerely,
ABONMARCHE

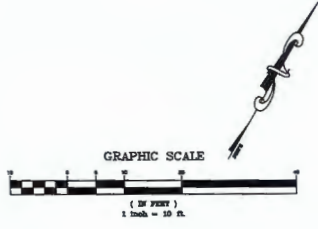
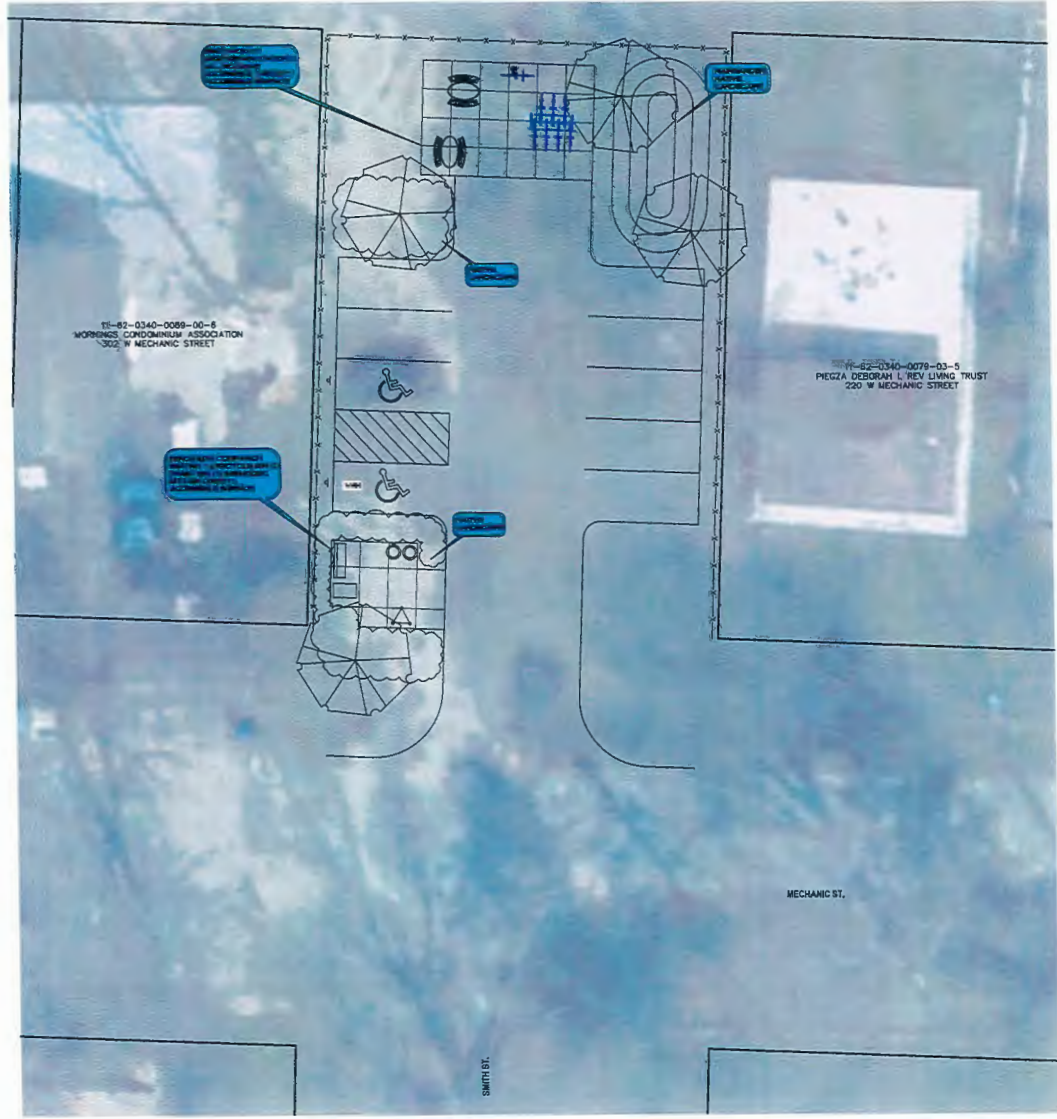


Tony McGhee
Vice President of Development Services



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





PROJECT TITLE	
DATE	
SCALE	
DESIGNED BY	
CHECKED BY	
DATE	
PROJECT NO.	
DATE	
HORIZ: 1"=10'	
VERT: N/A	
PROJECT NO.	P18-0022
SHEET NO.	1 of 1



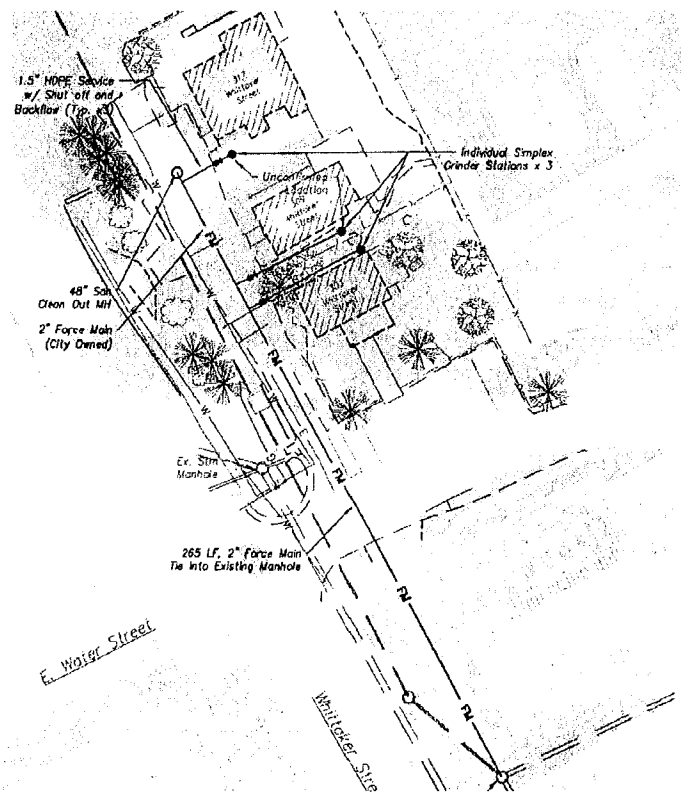
MEMORANDUM

Date: August 11, 2020
To: New Buffalo City Council
From: David Richards, City Manager

Subject: North Whittaker Street Sewer and Potential Parking Improvements

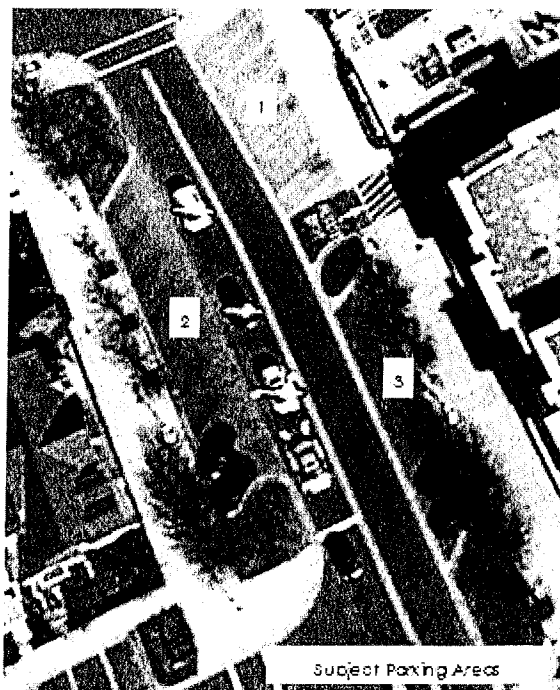
In the late fall of 2019, the City of New Buffalo undertook planning for a project to extend sewer lines to three buildings southeast of the Whittaker Street Bridge. The three buildings located at 317, 309 & 303 N Whittaker Street are currently not connected to the municipal sanitary system. The three buildings have presumably individual septic systems (dry wells or leach fields). The City of New Buffalo along with the two property owners wish to (are required to be) connected into the municipal sanitary system. This will required the extension of the municipal gravity sewer system or the installation of individual small grinder pump stations with a shared force main connecting to the sewer on Whittaker Street.

A design has been completed to bring a new forcemain to service the three properties. The three properties will then tie into the public forcemain with individual grand stations and smaller force mains. The new forcemain will be tied into an existing manhole immediately south of the Stray Dog Restaurant. The design for



this work was \$12,000 and agreed to be split evenly between the property owners and the City. With the onset of COVID impacting the ability to get the project done before "high season" began in the community, the project was shelved until the fall of 2020 for possible construction in the Spring of 2021.

As the staff was reviewing the project, a discussion was had about the parking areas above and adjacent the new forcemain. Originally constructed of stamped asphalt, the areas have begun deteriorating and are in poor condition. When it was determined that the sewer project was going to have to bore the new forcemain under one of these parking areas, a determination was made to develop an estimate for the cost of replacing the parking areas as part of the project given that open cutting the new forcemain would be less expensive than boring. This would add an estimated \$55,000 to current project cost estimates. Given the opportunity to make needed improvements



to the subject parking areas coupled with the benefits to the sanitary sewer project, it was decided to bring the scope change to the City Council for consideration before proceeding with finalizing the project for bidding. Below is a financial overview of the project including the potential scope change:

Scope Item	City Share	Private Share
<i>Original Scope</i>		
Sewer design and bidding (contracted)	\$6,000	\$6,000
Public Forcemain (estimate)	\$35,000	\$0
Private Forcemain/Grinder Stations (estimate)	\$0	\$34,000
Subtotal:	\$41,000	\$40,000
<i>Potential Additional Scope</i>		
Engineering, Bidding and Inspection	\$4,900	\$0
Parking Area Replacement (estimate)	\$50,000	\$0
Subtotal:	\$54,900	\$0
Total:	\$95,900	\$0

If you have any questions or need additional information, please contact me at your convenience.

Project Scope Change Directive No. 1

Date of Issuance: 2020-03-02	Effective Date: 3-2-2020
Owner: City of New Buffalo	Owner's Contract No.:
Engineer: Abonmarche – Charles Thompson	Abonmarche Project No.: 19-1644
Project: 317, 309 & 303 N. Whittaker Street, New Buffalo, MI 49117 - Proposal Wastewater Planning and Design	
Contract:	Phase of Contract: 2

Abonmarche is directed to proceed promptly with the following change(s):
Description:

Provide plans and specifications suitable for quoting for the removal and replacing of three angled parking areas located on Whittaker Street between Oselka Drive and Water Street. Areas shall be replaced with concrete and striped. Curb and gutter will be evaluated during design. Additionally concrete ADA curb ramps will be designed to be included in project at the intersection of Whittaker and Water Streets.

Reason for Change:
 Client Request

 Unknown/Unforeseen Issue

Explanation/Supporting Documentation:

Estimated Change in Professional Fees/Times:

Professional Service Fees:	\$ 4,900.00	increase
Est. Impact on Schedule:	N/A	days .
Est. Impact to Regulatory or Administrative Requirements, including schedule:		

Basis of change in Professional Fees:
 Lump Sum
 Time and Materials
 % of Construction
 Other:

Estimated Change in Construction Cost/Times (preliminary):

Est. Construction Cost Change:	\$ 80,000.00+/-	[increase]
Est. Construction Contract Time Change:	N/A	days

Basis of estimated change in Contract Cost:
 Lump Sum
 Unit Price
 Cost of the Work
 Other:

SUBMITTED BY:	AUTHORIZED BY:
By: <i>Charles Thompson</i> Abonmarche (Authorized Signature)	By: _____ Client (Authorized Signature)
Title: <i>Sr. Project Engineer</i>	Title: _____
Date: <i>3/9/2020</i>	Date: _____

City of New Buffalo
Berrien County, Michigan
Resolution 20.26
Proclamation
Constitution Week, September 17-23, 2020

PROCLAMATION

**Constitution Week, September 17-23, 2020 City of
New Buffalo, Michigan**

WHEREAS: It is the privilege and duty of the American people to commemorate the anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Lou O'Donnell /V/, by virtue of the authority vested in me as Mayor of the City of New Buffalo, Michigan, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Buffalo be affixed this 17th day of August, 2020.

DATED: August 17, 2020

AYES:

NAYS:

ABSTAIN:

ABSENT:

RESOLUTION DECLARED:

Ann M. Fidler, City Clerk

Certificate

I, Ann M. Fidler, duly appointed City Clerk of the City of New Buffalo, does hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council of the City of New Buffalo, Michigan, on this 17th day of August, 2020.

Ann M. Fidler, City Clerk



Rebecca Dewey Chapter

* Add to Agenda August

July 23, 2020

REC'D
JUL 29 2020
CITY OF NEW BUFFALO

Honorable Lou O'Donnell IV, Mayor
224 W. Buffalo St.
New Buffalo, MI 49117

Re: Constitution Week September 17-23

Dear Sir:

I am writing on behalf of the Rebecca Dewey Chapter of the Daughters of the American Revolution (DAR) to ask that you consider signing the attached Proclamation declaring the week of September 17 through September 23, 2020, as Constitution Week in the City of New Buffalo.

The tradition of celebrating Constitution Week was started many years ago by the DAR. In 1955, the National Society of DAR petitioned Congress to set aside the week of September 17-23 as an annual observance of the signing of our Constitution. On August 2, 1956, President Eisenhower signed Public Law No. 915 making this an annual celebration. Through the years, our local Chapter has commemorated this week in a variety of ways. This year, we are proposing that the City of New Buffalo also recognize this important event by this Proclamation for the City of New Buffalo.

Please feel free to contact me if you need additional information or if you want me to address the City Council on this matter.

Thank you for your time and consideration!

Yours truly,

Mary Ellen Drolet
Constitution Week Chair
Rebecca Dewey Chapter DAR
13 North 14th St.
Niles, MI 49120
269-684-1229

marydrolet@comcast.net

end

July 28, 2020

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

RECV'D

JUL 31 2020

CITY OF NEW BUFFALO

Dear Official:

The Michigan Municipal League Annual Convention will be held as an online virtual conference September 29 - October 2, 2020. The League's "Annual Meeting" is scheduled for 3:00 pm on Tuesday, September 29. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 28, 2020.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 28, 2020.

Voting Delegates must have access to a computer with reliable internet connection and a smartphone. Delegates will be sent login information and instructions the week of Convention.

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus the deadline this year for the League to receive resolutions is **August 28, 2020**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, “Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof.”

We love where you live.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 29 for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Brenda F. Moore
President
Mayor Pro Tem, City of Saginaw



Daniel P. Gilmartin
Executive Director & CEO

We love where you live.





MANAGER'S REPORT

August 17, 2020

AGENDA ITEM: Agreement with Abonmarche for required routine Michigan Department of Transportation inspection of Whittaker Street Bridge in compliance with MDOT and FHWA requirements.

SUMMARY: The City's Whittaker Street over the Galien River is due for its next routine inspection. MDOT requires that bridge owners have bridge plans and load rating calculation data uploaded to their MiBridge database. To stay in compliance, this information will need to be uploaded within six months of a bridge inspection performed after November 1, 2019.

COST: \$3,850

BUDGETED: Yes No NA

RECOMMENDATION: Approval for City to execute the contract in the amount of \$3,700 to complete the MDOT required bridge inspection.

Respectfully submitted,
David Richards, City Manager

August 12, 2020

Mr. David Richards
City Manager, City of New Buffalo
224 W. Buffalo Street
New Buffalo, Michigan 49117

**RE: Proposal for Professional Services
New Buffalo Bridge Inspection – Whittaker Street over Galien River**

Dear Mr. Richards,

Abonmarche is pleased to present this proposal to the City of New Buffalo for the provision of professional services to complete the 2020 routine bridge inspection to keep the City of New Buffalo in compliance with MDOT and FHWA requirements.

The City's Whittaker Street over the Galien River is due for its next routine inspection. As of October, 2019, MDOT requires that bridge owners have bridge plans and load rating calculation data uploaded to their MiBridge database. To stay in compliance, this information will need to be uploaded within six months of a bridge inspection performed after November 1, 2019. Subsequently, we are proposing to provide the following services to comply with these requirements in addition to the routine inspection.

Scope of Services

The scope of our services proposed to keep the City in compliance are:

- Make site visit and perform routine bridge inspection.
- Since bridge has been determined to be scour critical and has a Scour Plan of Action on file in MiBridge, enter water with boat and probe around pier piles for possible scour.
- Update MiBridge with new inspection results.
- Update Scour Plan of Action on MiBridge.
- Upload existing plans to MiBridge, to be supplied by Abonmarche.
- Perform load rating using AASHTOWare's BrR software.
- Upload Assumption sheet, Summary sheet, load rating calculations and BrR file to MiBridge.
- Assemble tabbed Bridge File for the City.

Deliverables

- Complete Bridge File, to include: o Updated Bridge Safety Inspection Report
- Updated Scour Plan of Action
- General Plan of Site and General Plan of Structure sheets from existing plans
- Load rating output file
- Copy of recent streambed cross-sections on file
- Copy of recent Level 1 scour analysis on file
- Quality control plan for bridge inspections
- Inspector's credentials

Proposed Fees

With our standard hourly rates, the total fee amount is estimated to be \$3,850.

We have calculated these fees based on our understanding of the scope of the project. If the scope changes or our understanding was incorrect, we can discuss the option of adjusting the fee or the scope of services.

Abonmarche greatly appreciates the partnership we have developed with the City of New Buffalo working as the community's engineer of record. If you have any questions, please do not hesitate to contact me at 269.252.8980 or via email at tmcghee@abonmarche.com.

Sincerely,
ABONMARCHE



Tony McGhee
Vice President of Development Services





MANAGER'S REPORT

August 17, 2020

AGENDA ITEM: Quotes for Subway Boulevard Landscaping

SUMMARY: When the downtown was revitalized and landscaping planned the large boulevard at the Subway on N. Whitaker Street was left out of the project entirely. After the Pokagon Fund completed the statuary area across the street the Subway deficiencies became even more apparent. Quotes were obtained to complete the last boulevard to be landscaped and complete the downtown planting.

Servicescape	\$10,750	plant material only and restoration
Artscapes LLC	\$38,370	plant material, irrigation and restoration
Nature's Way	\$17,294	Plant material, irrigation and restoration

Nature's Way is the low bid. They have maintained the other downtown plantings and irrigation systems and responded quickly to requests for additional work. Abonmarche has reviewed the bids and found them all adequate given the specifications required. They are recommending Nature's Way because the bid meets those specifications and Nature's Way maintains all the other planters downtown.

COST: \$17,294.00

BUDGETED: Yes No NA

RECOMMENDATION: Accept the low bid from Nature's Way to landscape the Subway boulevard and add the area to the maintenance contract.

Respectfully submitted,

David Richards, City Manager

MEMORANDUM

DATE: July 20, 2020

TO: David Richards, City Manager
FROM: Kathy Burczak
RE: City of New Buffalo Subway Planting

We solicited bids on Monday, July 6, 2020 for planting and irrigation services in the right of way area in front of the Subway at the northeast corner of E. Mechanic Street and N. Whitaker Street. We sent to five landscape contractors and followed up with a phone call reminder last week. Bids were due on Friday, July 17 at 5:00 pm. One bid was received on Thursday evening and did not include a bid for irrigation. This bid was from Serviscape. I immediately contacted them to state that we needed a bid for irrigation and that their bid might not be considered without the irrigation component and could they consider including irrigation with their bid prior to the bid closing. I received a reply that they just could not make that happen this season.

Serviscape plant material bid only \$10,750

Two additional bids were received and I called the other two bidders to find out why they had not bid. Small's Nursery said that they did not see the email and I reminded them that I also followed up with a phone call and a phone call reminder last week. The other bidder is not in the area so I think the travel distance may have been a factor.

Artscapes LLC	Plant material	\$10,250
	Irrigation	\$26,525
	Lawn restoration	<u>\$ 1,595</u>
	Total	\$38,370
Nature's Way	Plant material	\$11,879
	Irrigation*	<u>\$ 5,415</u>
		\$17,294

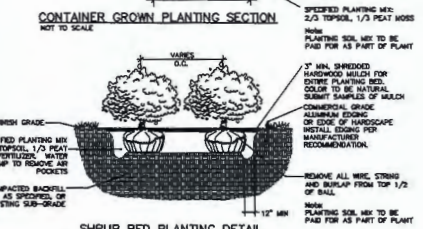
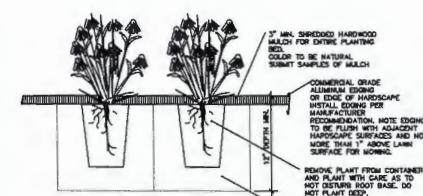
*irrigation price is contingent on sleeving being present and within 24-36" of surface

Please let me know if you have any questions.
Thanks!



PLANT SCHEDULE

SYMBOL	TYPE	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY	REMARKS
(A)	ARBORVITAE	Thuja occidentalis 'Spatula'	Japanese Spindle Tree	6' DB	1	Minimum 3' in front, Spineless
(AD)	DRY FRUITING ANEMONE	Anemone fr. 'Festiva'	White Anemone	10" dia.	3	
(CA)	CRANFORD ANEMONE	Anemone fr. 'Cranford'	White Anemone	10" dia.	3	
(HA)	HYDRANGEA	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	10" dia.	5	Color may be altered
(JD)	JAPANESE QUERCUS	Quercus serrata 'Laciniata'	Laciniata Japanese Quercus	10" dia.	3	
(KA)	KAWAIIAN SPIDER PLANT	Chlorophytum comosum 'Bonsai'	Bonsai Spider Plant	10" dia.	3	
(LA)	LAVENDER	Lavandula angustifolia 'Munstead'	Munstead Lavender	10" dia.	3	
(MA)	MORNING GLORY	Ipomoea pes-caprae 'Blue Wonder'	Blue Wonder Morning Glory	10" dia.	3	
(NA)	NORFOLK SPRUCE	Abies nordmanniana 'Millers Pride'	Millers Pride Norfolk Spruce	10" dia.	3	
(OA)	ORANGE BLOSSOM	Philadelphus 'Orange Blossom'	Orange Blossom Philadelphus	10" dia.	3	
(PA)	PANICLE HYDRANGEA	Hydrangea paniculata 'Endless Summer'	Endless Summer Panicle Hydrangea	10" dia.	3	
(SA)	SANDALWOOD	Santalum album 'Golden Sandalwood'	Golden Sandalwood	10" dia.	3	
(TA)	TULIP	Tulipa 'Queen of Night'	Queen of Night Tulip	10" dia.	3	
(VA)	VIBURNUM	Viburnum cederstroemii 'Blue Chip'	Blue Chip Viburnum	10" dia.	3	
(WA)	WAX JASMINE	Yucca filamentosa 'Lanceolata'	Lanceolata Yucca	10" dia.	3	
(YA)	YARROW	Acrolydon repens 'Yellow Ribbon'	Yellow Ribbon Yarrow	10" dia.	3	
(ZA)	ZINNIA	Zinnia 'Queen Victoria'	Queen Victoria Zinnia	10" dia.	3	





P. O. Box 8658
Michigan City, Indiana 46361
(219)872-9412
www.getserviscape.com

City of New Buffalo
Attn: David Richards, City Manager
Re: Landscape Plan Subway Area, Whittaker Street
New Buffalo, MI 49120
7/16/2020

Scope of Landscaping Work:

We will remove sod in the designated area. We will add compost and rototill to mix completely (if underground utility locations allow). We will plant trees, shrubs and perennials according to the design, and will finish with a 3" layer of hardwood mulch. We will install aluminum edging between turf and garden bed.

Work will be completed in October.

Estimate for Landscaping: **\$ 10,750.00**

Plant Materials:

- 3 Calamagrostis 'Karl Foerster' #2
- 22 Allium 'Summer Beauty'
- 16 Hakonechloa 'All Gold' #2
- 31 Hemerocallis 'Stella d'Oro'
- 13 Heuchera 'Caramel'
- 29 Heuchera 'Forever Purple'
- 5 Panicum 'Heavy Metal' #3
- 6 Pennisetum 'Karley Rose' #2
- 13 Schizachyrium scoparium 'The Blues'
- 3 Cornus stolonifera, 'Arctic Fire' Dogwood #3
- 5 Hydrangea serrata 'Tuff Stuff Ah-ha' #3B
- 5 Juniper 'Daub's Frosted' #3
- 3 Juniper 'Calgary Carpet' #3
- 3 Spirea Double Play #3
- 1 Amelanchier 'Autumn Brilliance' 8'

Turf & Dune Grass:

500 Kentucky Bluegrass Sod, sf, installed

Garden Bed Materials:

- 15 Black Dirt/Compost, CY
- 25 Edging, Aluminium ProSlide, LF
- 15 Mulch, Walnut, CY

Natural Stone:

- 3 Granite Boulders, 24" - 36", each

A deposit of one half of the total is due before work begins: \$ 5,375.00

Full payment is due upon completion.

Utilities will be marked. Property owner is responsible for locating dog fence wires, landscape lighting, irrigation lines, etc.

If building or construction permit is required, it is the property owner's responsibility to pay for permit and its acquisition.

Plant material is guaranteed for one year, provided adequate watering.

Hardscape installation has a three year workmanship guarantee, plus manufacturer's guarantee on materials.

Considerations – Although we take every effort to factor all potentials within our proposal, the project is contingent on the following:

Unforeseen obstacles - This proposal is based upon normal and customary working conditions and does not include unforeseen obstacles such as large boulders, buried debris, and the like which can have an impact on the project. The Property Owner agrees to compensate ServiScape for additional labor, equipment, and material costs to complete the work as a result of the unforeseen obstacles.

Acts of God - ServiScape is not responsible for Acts of God.

Vandalism – ServiScape is not responsible for vandalism caused by others.

Client Signature

Contractor Signature

Artscapes LLC

P. O. Box 471

South Haven, MI 49090 US

amy@artscapesoutdoorlivingspaces.com

Estimate**ADDRESS**

Kathy Burczak

ESTIMATE #	DATE
1171	07/17/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Landscaping	1 - 8' BB Anelanchier 'Autumn Brilliance' 3 - 3 Gal Artic Fire Red twig dogwood 5 - 3 Gal Hydrangea 'Tuff Stuff Ah-ha' 3 - 3 Gal Juniper 'Montana Moss' 5 - 3 Gal Juniper 'Yellow Daub's' 3 - 3 Gal Spirea 'Tracy' 3 - 2 Gal feather reed grass 'Karl Forester' 16- 2 Gal White Stripe Japanese Forest Grass 5 - 2 Gal Switch Grass 'Heavy Metal' 6 - 2 Gal Fountain Grass 'Karley Rose' 13 - 1 Gal The Blues little bluestem 22 - 1 Gal Summer beauty allium 31 - 1 Gal Stella d pro day Lilly 13 - 1 Gal Coral Bells 'Caramel' 29 - 1 Gal Coral Bells 'Forever Purple' 10 cu/yds Shredded Hardwood Mulch Commercial grade Alluminum Edge Composted topsoil for new plants Remove all lawn area in new planting area, add aluminum edging, 3 boulders, composted topsoil, plants and mulch. Price includes all materials listed above and labor to install	1	10,250.00	10,250.00
	Irrigation System Install	UnderGround Irrigation - -Based on specs from irrigation plan	1	26,525.00	26,525.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		-Includes all materials and labor to install			
	Landscaping	Lawn Areas	1	1,595.00	1,595.00
		- Restoring all lawn area			
		- Grass Seed			
		- Straw matting			
		TOTAL			\$38,370.00

Accepted By

Accepted Date



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

July 17, 2020

RE: Summary of landscape projects near the Subway restaurant in New Buffalo, MI as per landscape plan provided by Abonmarche. Please note: prices do not include maintenance, but we'd be happy to provide a bid for the 2021 season. It is known that the City of New Buffalo is a municipality and therefore is tax exempt. These prices reflect tax exemption.

Estimate #:	Projects:	Price:
24065	Price for removal of existing landscape and installation of lawn, plants, boulders, and edging for the Subway restaurant in New Buffalo as per landscape plan provided by Abonmarche.	\$11,879.00
24066	Price for installation of irrigation system for the lawn areas and plant bed areas at the Subway restaurant project as per landscape plan. Please note: price is contingent on sleeving being present and within 24-36" of surface.	\$5,415.00

GUARANTEE: All plants are guaranteed for one year, one time only, from the date of installation with the exception of any existing plants that have been transplanted or those purchased elsewhere by homeowner. Homeowner will be responsible for all plant care once Nature's Way has completed the project. Please note: plant varieties may differ from plants listed on the plan based on availability at the time of installation.

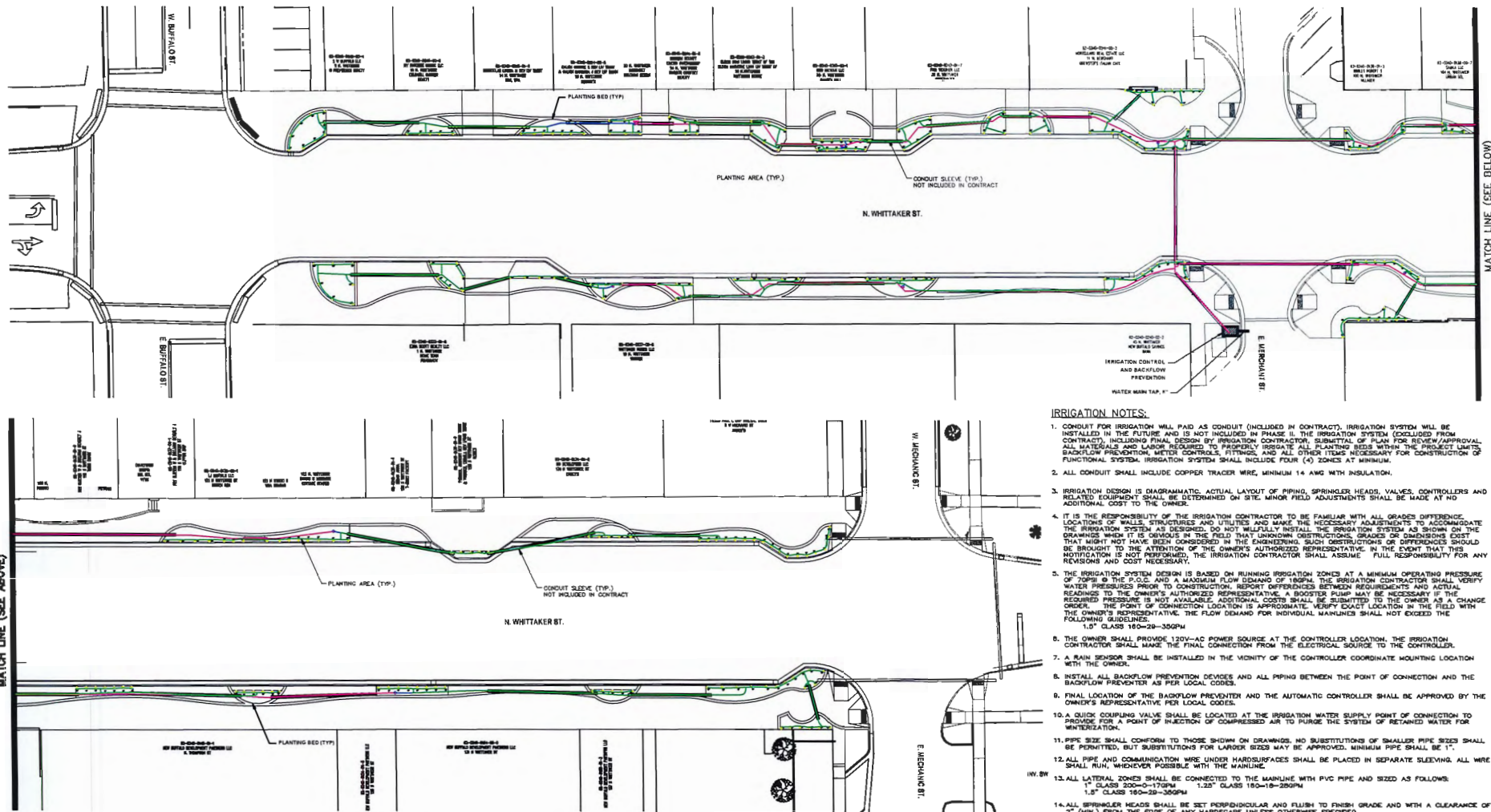
Please Note: Unless specified above, all downspouts, drains, irrigation, electrician, plumber, gas, tree work, or any other sub contract work or work beyond and above the contract listed above, is an additional charge if needed. Any wires or utilities that are not located by miss dig (private ownership) are not the responsibility of Nature's Way Landscaping to locate and/or repair. Once down payment is received, this will secure a place on our schedule.

TERMS: 50% down, 25%, 25% upon completion

 City of New Buffalo

 Nature's Way Landscaping

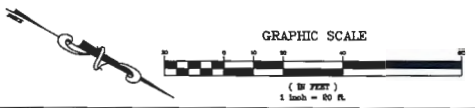
Item Description	Line	Qty
Irrigation System Complete	15/21	1



IRRIGATION NOTES:

- CONDUIT FOR IRRIGATION WILL PAID AS CONDUIT (INCLUDED IN CONTRACT). IRRIGATION SYSTEM WILL BE INSTALLED IN THE FUTURE AND IS NOT INCLUDED IN PHASE II. THE IRRIGATION SYSTEM EXCLUDED FROM CONTRACT, INCLUDING FINAL DESIGN BY IRRIGATION CONTRACTOR, SUBMITTAL OF PLAN FOR REVIEW/APPROVAL, ALL MATERIALS AND LABOR REQUIRED TO CONSTRUCT, REPORT DIFFERENCES BETWEEN REQUIREMENTS AND ACTUAL READINGS TO THE OWNER'S AUTHORIZED REPRESENTATIVE. A BOOSTER PUMP MAY BE NECESSARY IF THE REQUIRED PRESSURE IS NOT AVAILABLE. ADDITIONAL COSTS SHALL BE SUBMITTED TO THE OWNER AS A CHANGE ORDER. THE POINT OF CONNECTION LOCATION IS APPROXIMATE. VERIFY EXACT LOCATION IN THE FIELD WITH THE OWNER'S REPRESENTATIVE. THE FLOW DEMAND FOR INDIVIDUAL MAINLINES SHALL NOT EXCEED THE FOLLOWING GUIDELINES:
1.5" CLASS 180-200-360PM
- ALL CONDUIT SHALL INCLUDE COPPER TRACER WIRE, MINIMUM 14 AWG WITH INSULATION.
- IRRIGATION DESIGN IS DIAGRAMMATIC. ACTUAL LAYOUT OF PIPING, SPRINKLER HEADS, VALVES, CONTROLLERS AND RELATED EQUIPMENT SHALL BE DETERMINED ON SITE. MINOR FIELD ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BE FAMILIAR WITH ALL GRADES DIFFERENCE, LOCATIONS OF WALLS, STRUCTURES AND UTILITIES AND MAKE THE NECESSARY ADJUSTMENTS TO ACCOMMODATE THE IRRIGATION SYSTEM AS DESIGNED. DO NOT HASTILY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADES OR DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS AND COST NECESSARY.
- THE IRRIGATION SYSTEM DESIGN IS BASED ON RUNNING IRRIGATION ZONES AT A MINIMUM OPERATING PRESSURE OF 70PSI @ THE P.O.C. AND A MAXIMUM FLOW DEMAND OF 180GPM. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURES PRIOR TO CONSTRUCTION. REPORT DIFFERENCES BETWEEN REQUIREMENTS AND ACTUAL READINGS TO THE OWNER'S AUTHORIZED REPRESENTATIVE. A BOOSTER PUMP MAY BE NECESSARY IF THE REQUIRED PRESSURE IS NOT AVAILABLE. ADDITIONAL COSTS SHALL BE SUBMITTED TO THE OWNER AS A CHANGE ORDER. THE POINT OF CONNECTION LOCATION IS APPROXIMATE. VERIFY EXACT LOCATION IN THE FIELD WITH THE OWNER'S REPRESENTATIVE. THE FLOW DEMAND FOR INDIVIDUAL MAINLINES SHALL NOT EXCEED THE FOLLOWING GUIDELINES:
1.5" CLASS 180-200-360PM
- THE OWNER SHALL PROVIDE 120V-AC POWER SOURCE AT THE CONTROLLER LOCATION. THE IRRIGATION CONTRACTOR SHALL MAKE THE FINAL CONNECTION FROM THE ELECTRICAL SOURCE TO THE CONTROLLER.
- A RAIN SENSOR SHALL BE INSTALLED IN THE VICINITY OF THE CONTROLLER COORDINATE MOUNTING LOCATION WITH THE OWNER.
- INSTALL ALL BACKFLOW PREVENTION DEVICES AND ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE BACKFLOW PREVENTER AS PER LOCAL CODES.
- FINAL LOCATION OF THE BACKFLOW PREVENTER AND THE AUTOMATIC CONTROLLER SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PER LOCAL CODES.
- A QUICK COUPLING VALVE SHALL BE LOCATED AT THE IRRIGATION WATER SUPPLY POINT OF CONNECTION TO PROVIDE FOR A POINT OF INJECTION OF COMPRESSED AIR TO PURGE THE SYSTEM OF RETAINED WATER FOR MAINTENANCE.
- PIPE SIZE SHALL CONFORM TO THOSE SHOWN ON DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS FOR LARGER SIZES MAY BE APPROVED. MINIMUM PIPE SHALL BE 1".
- ALL PIPE AND COMMUNICATION WIRE UNDER HARDSURFACES SHALL BE PLACED IN SEPARATE SLEEVINGS. ALL WIRE SHALL RUN, INWHOLEN POSSIBLE WITH THE MAINLINE.
- ALL LATERAL ZONES SHALL BE CONNECTED TO THE MAINLINE WITH PVC PIPE AND SIZED AS FOLLOWS:
1.5" CLASS 200-0-170GPM 1.25" CLASS 150-18-280GPM
1.5" CLASS 180-200-360PM
- ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR AND FLUSH TO FINISH GRADE AND WITH A CLEARANCE OF 2" (MIN.) FROM THE EDGE OF ANY HARDSCAPE UNLESS OTHERWISE SPECIFIED.
- CHECK VALVES SHALL BE INSTALLED ON ALL IRRIGATION HEADS IN AREAS WHERE FINISH GRADE EXCEEDS 4:1, WHERE ROOT VALVE SHUTOFF DRAINING OF THE IRRIGATION HEAD OCCURS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- ALL SPRINKLER HEADS AND VALVES SHALL BE FLUSHED AND ADJUSTED FOR OPTIMUM COVERAGE WITH MINIMUM ONE SPRAY ON HARDSURFACE OR BUILDINGS.
- WHERE RAIN BIRD 1800 SERIES SPRAY HEADS ARE USED, PROVIDE 1800 PRESSURE COMPENSATING SCREENS AND/OR 1800 VAN NOZZLES TO REDUCE OR ELIMINATE OVER SPRAY NOT WALKS, STREETS, OR OTHER AREAS DIRECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- REFER TO THE SPECIFICATIONS FOR ADDITIONAL DETAILED INFORMATION.

PLANTING AREAS



ABONMARCHÉ
 1000 W. Buffalo St.
 Buffalo, NY 14202
 Phone: 716.875.1234
 Fax: 716.875.1235
 Email: info@abonmarche.com
 Website: www.abonmarche.com

**WHITTAKER STREET
 REDEVELOPMENT PROJECT
 PHASE III
 NEW BUFFALO, MI**

IRRIGATION PLAN

DESIGN BY	RPL
CHECKED BY	KEW/MCM
IN CHARGE	MCM
QA/QC REVIEW	MCM
DATE	JANUARY 2018

SIGNATURE

DATE

HARD COPY IS INTENDED TO BE USED AS A REFERENCE. ALL DIMENSIONS AND LOCATIONS SHALL BE AS SHOWN ON THE DRAWINGS. GRAPHIC QUALITY MAY VARY.

SCALE
 HORIZ 1"=80'
 VERT VERT
 PROJECT # 15-1017
 SHEET NO. 3 of 7

Garden Bed Materials:

- 15 Black Dirt/Compost, CY
- 25 Edging, Aluminium ProSlide, LF
- 15 Mulch, Walnut, CY

Natural Stone:

- 1 Granite Boulders, 24" - 36", each

A deposit of one half of the total is due before work begins: \$ 5,210.00

Full payment is due upon completion.

Utilities will be marked. Property owner is responsible for locating dog fence wires, landscape lighting, irrigation lines, etc.

If building or construction permit is required, it is the property owner's responsibility to pay for permit and its acquisition.

Plant material is guaranteed for one year, provided adequate watering.

Hardscape installation has a three year workmanship guarantee, plus manufacturer's guarantee on materials.

Considerations – Although we take every effort to factor all potentials within our proposal, the project is contingent on the following:

Unforeseen obstacles - This proposal is based upon normal and customary working conditions and does not include unforeseen obstacles such as large boulders, buried debris, and the like which can have an impact on the project. The Property Owner agrees to compensate ServiScape for additional labor, equipment, and material costs to complete the work as a result of the unforeseen obstacles.

Acts of God - ServiScape is not responsible for Acts of God.

Vandalism – ServiScape is not responsible for vandalism caused by others.

Client Signature

Contractor Signature



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

November 4, 2019

RE: Summary of landscape projects near the Subway restaurant in New Buffalo, MI as per landscape plan provided by Abonmarche. Please note: prices do not include maintenance, but we'd be happy to provide a bid for the 2020 season. It is known that the City of New Buffalo is a municipality and therefore is tax exempt. These prices reflect tax exemption.

Estimate #:	Projects:	Price:
24065	Price for removal of existing landscape and installation of lawn, plants, boulders, and edging for the Subway restaurant in New Buffalo as per landscape plan.	\$13,209.39
24066	Price for installation of irrigation system for the lawn areas and plant bed areas at the Subway restaurant project as per landscape plan. Please note: price is contingent on sleeving being present and within 24-36" of surface.	\$6,915.25
	Price for directional boring for the irrigation system if needed.	\$3,500.00

GUARANTEE: All plants are guaranteed for one year, one time only, from the date of installation with the exception of any existing plants that have been transplanted or those purchased elsewhere by homeowner. Homeowner will be responsible for all plant care once Nature's Way has completed the project. Please note: plant varieties may differ from plants listed on the plan based on availability at the time of installation.

Please Note: Unless specified above, all downspouts, drains, irrigation, electrician, plumber, gas, tree work, or any other sub contract work or work beyond and above the contract listed above, is an additional charge if needed. Any wires or utilities that are not located by miss dig (private ownership) are not the responsibility of Nature's Way Landscaping to locate and/or repair.

Once down payment is received, this will secure a place on our schedule.

TERMS: 50% down, 25%, 25% upon completion

City of New Buffalo

Nature's Way Landscaping



P. O. Box 8658
Michigan City, Indiana 46361
(219)872-9412
www.getserviscape.com

City of New Buffalo
Attn: David Richards, City Manager
Re: Landscape Plan Subway Area, Whittaker Street
New Buffalo, MI 49120
10/30/2019

Scope of Landscaping Work:

We will remove sod in the designated area. We will add compost and rototill to mix completely (if underground utility locations allow). We will plant trees, shrubs and perennials according to the design, and will finish with a 3" layer of hardwood mulch. We will install aluminum edging between turf and garden bed.

Work will be completed in spring, when plants become available.

Estimate for Landscaping: **\$ 10,420.00**

Plant Materials:

- 3 Calamagrostis 'Karl Foerster' #2
- 22 Coreopsis 'Lightning Bug'
- 16 Hakonechloa 'All Gold' #2
- 31 Hemerocallis 'Stella d'Oro'
- 13 Heuchera 'Caramel'
- 29 Heuchera 'Forever Purple'
- 5 Panicum 'Heavy Metal' #3
- 6 Pennisetum 'Karley Rose' #2
- 13 Schizachyrium scoparium 'The Blues'
- 3 Cornus stolonifera, 'Arctic Fire' Dogwood #3
- 5 Hydrangea serrata 'Tuff Stuff Ah-ha' #3B
- 5 Juniper 'Daub's Frosted' #3
- 3 Juniper 'Calgary Carpet' #3
- 3 Spirea Double Play #3
- 1 Amelanchier 'Autumn Brilliance' 8'

Turf & Dune Grass:

500 Kentucky Bluegrass Sod, sf, installed



MANAGER'S REPORT

August 17, 2020

AGENDA ITEM: Proposal to Create a Code Enforcement Officer

SUMMARY: The City is experiencing growth and along with the growth comes situations that require attention like yards full of debris, and sign and fence applications, review and enforcement. In addition, short term rentals present difficulties with trash and over parking. Currently existing staff is doing its best to stretch their duties and enforce the ordinances but it appears the effort is not satisfying the needs of the community.

The part time parking enforcement officer is currently dividing their hours to allow for investigating complaints and the City Manager has added answering zoning inquiries and plan reviews along with investigating complaints. Neither party has the administrative assistance required to follow through on record keeping and citations. However, code enforcement was attempted unsuccessfully in the past by the Building Official who was paid \$17,000 to address complaints. Enforcement has always been a problem but never a priority.

This proposal is to add code enforcement duties to the part time parking enforcement person and increase their hours to full time. The Police Chief will provide supervision and he and the City Manager will continue to provide advice and assistance. This code enforcement officer would continue parking enforcement and provide administrative assistance in the police department and to City staff in general. In addition, this position would provide continued assistance to Safebuilt with Short Term Rental issues, a duty that has proven invaluable and will only increase in volume. The costs are noted below.

COST: \$57,304.00

BUDGETED: Yes No

RECOMMENDATION: Consider the creation of a code enforcement officer.

Respectfully submitted,

David Richards, City Manager

New full time position

After studying the employee makeup of the City, we have found a need for an additional full time employee that would handle multiple tasks throughout the city. Currently some of these tasks have been done by part time, seasonal employees and have proven to be non-efficient. This employee would be responsible for the following City tasks:

- **Ordinance enforcement:** Items like tall grass, junk around houses, abandoned vehicles, signs, and most importantly or short term rental program. Currently handled in the PD by seasonal employee that is also responsible for parking enforcement.
- **Zoning enforcement:** Civil actions for violating zoning ordinances and cannot legally be handled by the PD. Currently handled by the zoning administrator only (City Manager) this includes sign permits, fence permits, and all special uses.
- **Parking enforcement:** Maintain current parking program and coordinate additional part time employees as needed. This includes monitoring the program for sustainability and continually analyzing for additional revenue streams.
- **Administrative assistance:** Support any department needing supplemental administrative coverage. The police department has transitioned to a PT Admin Assistant which causes gaps in coverage and during the summer months, the workload is enormous. This person would also flex to help support during heavy workload times for City Hall staff such as elections, seasonal hiring season, audit time, or any other time needed
- **Short term rental program assistance:** Safebuilt provides professional services to administer the program at a cost of 90% of collected fees. Safebuilt is NOT an enforcement agency so someone from the city still needs to investigate, issue citations, and handle prosecution or a civil action against violators. We have been finding that someone from the city must still follow up on complaints.

The cost of the employee would be \$19.00 hr (\$39,520) plus a 45% benefit rate (dependent on health insurance) for a total of \$57,304.



MANAGER'S REPORT

August 17, 2020

AGENDA ITEM: Grand River Final Payment request

SUMMARY: Grand River Construction has submitted pay request #4, the final pay request after 2019 construction and completion of the punch list related to Whittaker Street Bridge repairs for work completed through August 7, 2020. This request is in the amount of \$22,488.00 which constitutes the retainage held for completion of the punch list which Abonmarche has confirmed. The original contract amount was \$469,972.00 and with a change order of \$9,400 to remove hillside brush the new contract amount is \$479,372.00. Previous payments totaled \$439,222.98 leaving a balance of \$22,488.00. This project was funded primarily with LRSB money. The summary of work completed and the punch list are attached.

COST: \$22,488.00

BUDGETED: Yes No

RECOMMENDATION: Approve the Grand River bridge repair final pay request of \$22,488.00, leaving no balance due.

Respectfully submitted,

David Richards, City Manager

City of New Buffalo

Whittaker Street - Bridge Rehabilitation Final Walkthrough and Punchlist Items

Project No.: 18-1481

Walkthrough held on: November 25th, 2019

Final Punchlist Issued on: November 26th, 2019

Attendees:

David Richards	City of New Buffalo
Josh Bolton	City of New Buffalo
Luke Szot	Abonmarche
JD McPhail	Abonmarche
Maxwell Rehlander	Abonmarche

Final Punchlist Items

Southeast Quadrant

- 1.) General Clean up
 - a. Removal of construction materials, debris, etc. from area.
- 2.) Soil Restoration
 - a. Soil to be built up around guard rail posts to match grade.
 - b. Seeding to be placed with restoration.
- 3.) Geotextiles
 - a. To be trimmed around RIPRAP so no excess is revealed.
 - b. Excess RIPRAP to be moved with placed RIPRAP
- 4.) Remove Debris from Water
 - a. Construction materials, wood, etc. to be removed from water.
- 5.) Tree Clearing
 - a. Stumps are to be Cut to Grade
 - b. Tree Debris (Branches, Trunk Segments, etc.) to be removed from area.

Southwest Quadrant

- 1.) General Clean up
 - a. Removal of construction materials, debris, etc. from area.
- 2.) Soil Restoration
 - a. Soil to be built up around guard rail posts to match grade.
 - b. Soil to be built up and compacted to match grade of slope paving.
 - c. Seeding to be placed with restoration.
- 3.) Geotextiles
 - a. To be trimmed around RIPRAP so no excess is revealed.

- 4.) Remove Debris from Water
 - a. Construction materials, wood, etc. to be removed from water.
- 5.) Guard Rail
 - a. Sonotube is to be cut to match grade of sidewalk.
- 6.) Sidewalk
 - a. Remove form boards around sidewalk.
 - b. Clean concrete slurry from curb gutter pan.

Northeast Quadrant

- 1.) General Clean up
 - a. Removal of construction materials, debris, etc. from area.
- 2.) Soil Restoration
 - a. Soil to be built up around guardrail posts to match grade.
 - b. Seeding to be placed with restoration.
- 3.) Geotextiles
 - a. To be trimmed around RIPRAP so no excess is revealed.
 - b. Excess RIPRAP to be moved with placed RIPRAP.
- 4.) Remove Debris from Water
 - a. Construction materials, wood, etc. to be removed from water
- 5.) Tree Clearing
 - a. Stumps are to be cut to grade
 - b. Tree debris (Branches, Trunk Segments, etc.) to be removed from area.

Northwest Quadrant

- 1.) General Clean up
 - a. Removal of construction materials, debris, etc. from this area.
- 2.) Soil Restoration
 - a. Soil to be built up around guard rail posts to match grade.
 - b. Soil to be built up and compacted to match grade of slope paving.
 - c. Seeding to be placed with restoration.
- 3.) Geotextiles
 - a. To be trimmed around RIPRAP so no excess is revealed.
- 4.) Remove Debris from Water
 - a. Construction materials, wood, etc. to be removed from water.
- 5.) Guard Rail
 - a. Sonotube is to be cut to match grade of sidewalk.
- 6.) Sidewalk
 - a. Remove forms boards from sidewalk.
 - b. Clean concrete slurry from curb gutter pan.



Under the Bridge

- 1.) Piers 2 & 3
 - a. Price Request for additional painting at the following locations:
 - i. Complete painting of Piers 2 & 3 below pier caps
 - ii. Painting underside of all Beams
 - iii. (Top of bridge) – Paint bridge railing
 - b. CFRP Painting
 - i. Remove and reapply locations of cracked paint
 - c. Clean Chipping Debris from Piles (and not into water).
 - d. Hand Patch voids from previous pour on piles.

Top of Deck

- 1.) Asphalt Sealant
 - a. Longitudinal Joint at edge of pavement and face of curb should be sealed.
- 2.) Expansion Joint
 - a. Fill void before metal plate on sidewalk.
 - b. Saw cut/Hand chip and patch cracked area in southbound lane.
 - c. Blow out debris in expansion joint (both lanes).
- 3.) General Clean up
 - a. Remove construction materials, debris, etc. from this area.

Construction Zone

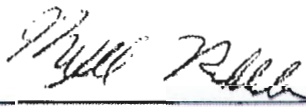
- 1.) Signage
 - a. Remove Temp. Signal and signage
- 2.) Striping
 - a. Permanent Striping to be completed.
- 3.) Parking Lot
 - a. Clean up and remove debris from lot.
 - b. Remove trailer from lot

Schedule:

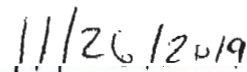
With the exception of seed restoration, painting and pavement markings, we expect the above list to be addressed before the winter, preferably within 5 business days from Wednesday November 27th, 2019. Seeding, striping and painting is anticipated to be completed around April 1st, 2020 but no later than May 1st, 2020.

Please provide a price for the additional painting in the next two weeks so the City can make a decision, then, if approved, that can be added to the work item list to be completed in the spring.

Recommended By: Engineer



Maxwell R. Rehlander, PE



Date:



August 7, 2020

PAYMENT REQUEST NO. 4
For Final Payment for Work Completed

OWNER	CONTRACTOR
City of New Buffalo 224 W. Buffalo St. New Buffalo, MI 49117	Grand River Construction, Inc. 5025 40 th Ave Hudsonville, MI 49426

RE: City of New Buffalo
 Whittaker Street Bridge Rehabilitation
 ACI Project No.: 18-1481

Original Contract Amount	\$	469,972.00
Change Orders	\$	9,400.00
Current Contract Amount	\$	479,372.00
Work Completed	\$	461,710.98
Retainage	\$	0.00
Amount Earned	\$	461,710.98
Less Previous Payments	\$	439,222.98
Amount Due Contractor This Payment	\$	22,488.00

RECOMMENDED BY: Contractor
 Digitally signed by Mark Price
 DN: cn=Mark Price, o=Grand River Construction, Inc., ou,
 email=Mprice@grandriverconstruction.com, c=US
 Date: 2020.08.07 13:18:25 -04'00'

Mark Price (Grand River Construction)

Date

RECOMMENDED BY: Engineer



Maxwell R. Rehlander, PE (Abonmarche)

8/7/2020

Date

ACCEPTED BY: Owner

David Richards (New Buffalo)

Date



Construction Pay Estimate Report

Abonmarche Consultants, Inc.

FieldManager 5.3o

Contract: 18-1481, Whittaker Street Bridge Rhabilitation

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
08/07/2020	4	M. Rehlander	Semi-Monthly	No		9/3/2019
Prime Contractor Grand River Construction, Inc.				Managing Office Abonmarche Consultants, Inc.		
Comments						

Item Usage Summary

Item Description	Item Code	Prop.		Category	Project			Quantity	Dollar Amount
		Line	Project		Line No.	Item Type	Mod. No.		
Mobilization, Max \$80,000	1500001	0001	18-1481	001	0001	00	000	0.25	\$20,000.00
Pavt Mrkg, Thermopl, 4 Inch, Yellow	8110196	0022	18-1481	001	0001	00	000	1244	\$2,488.00

Total Estimated Item Payment: \$22,488.00

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
18-1481, Whittaker Street Bridge Rehabilitation	0004	\$22,488.00	\$0.00	\$22,488.00
Voucher Total				\$22,488.00

Summary

Current Voucher Total:	\$22,488.00	Earnings to date:	\$461,710.98
-Current Retainage:	\$0.00	- 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:	\$22,488.00	Net Earnings to date:	\$461,710.98
		- Payments to date:	\$439,222.98
		Net Earnings this period:	\$22,488.00

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

Abonmarche Consultants, Inc.

FieldManager 5.3c

Contract: _18-1481, Whittaker Street Bridge Rhabilitation

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity this Estimate	Qty. Paid to Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amount Paid to Date
Mobilization, Max \$80,000	1500001	0001	18-1481	001	1.000	0.250	1.000	1.000	100%	\$80,000.00	\$80,000.00
Maintenance of Traffic	8127051	0002	18-1481	001	1.000		1.000	1.000	100%	\$67,542.00	\$67,542.00
Clearing (Vegetation)	2047011	0003	18-1481	001	78.000		78.000	78.000	100%	\$160.00	\$12,480.00
Handrail Clean	7067050	0004	18-1481	001	4.000		4.000	4.000	100%	\$500.00	\$2,000.00
Substructure Conc.	7057020	0005	18-1481	001	104.000		110.000	110.000	106%	\$500.00	\$55,000.00
Hand Chipping, Other than Deck	7100007	0006	18-1481	001	67.000		22.800	22.800	34%	\$400.00	\$9,120.00
Patching Conc.	7127020	0007	18-1481	001	67.000		22.800	22.800	34%	\$500.00	\$6,840.00
Concrete Surface Coating	7100011	0008	18-1481	001	86.000		86.000	86.000	100%	\$40.00	\$3,440.00
Pressure Injection, Crack Seal	7067001	0009	18-1481	001	2.000		0.000			\$300.00	
Sika Wrap	7067050	0010	18-1481	001	1.000		1.000	1.000	100%	\$16,000.00	\$16,000.00
Conc. Remove (Sidewalk/Curb)	2047011	0011	18-1481	001	55.000		55.000	55.000	100%	\$50.00	\$2,750.00
Sidewalk, 4in	8017011	0012	18-1481	001	35.000		34.000	34.000	97%	\$60.00	\$2,040.00
Curb Conc.	8027001	0013	18-1481	001	20.000		0.000			\$40.00	
Curb and Gutter	8020025	0014	18-1481	001	20.000		60.000	60.000	300%	\$60.00	\$3,600.00
Hand Chipping, Top Deck	7127020	0015	18-1481	001	10.000		6.800	6.800	68%	\$200.00	\$1,360.00
Conc. Patching, Top of Deck	7127020	0016	18-1481	001	10.000		6.800	6.800	68%	\$200.00	\$1,360.00
Cold Milling, HMA	5010002	0017	18-1481	001	1765.000		1851.670	1851.670	105%	\$20.00	\$37,033.40
HMA AES Leveling Course	5010051	0018	18-1481	001	150.000		130.300	130.300	87%	\$112.00	\$14,593.60
HMA SE3 Top Course	5010057	0019	18-1481	001	150.000		190.530	190.530	127%	\$116.00	\$22,101.48
Performed Waterproofing Membrane	7107010	0020	18-1481	001	5545.000		5545.000	5545.000	100%	\$5.00	\$27,725.00
Expansion Joint Device	7060050	0021	18-1481	001	37.000		37.000	37.000	100%	\$500.00	\$18,500.00
Pav. Mfg. Thermopl, 4 inch, Yellow	8110196	0022	18-1481	001	1270.000	1244.000	1244.000	1244.000	98%	\$2.00	\$2,488.00
Guardrail Remove	2040035	0023	18-1481	001	689.000		689.500	689.500	100%	\$5.00	\$3,447.50
Guardrail Type B	8070000	0024	18-1481	001	385.000		375.000	375.000	97%	\$20.00	\$7,500.00
Guardrail Bridge Anchor T-3	8070024	0025	18-1481	001	4.000		4.000	4.000	100%	\$1,600.00	\$6,400.00



Construction Pay Estimate Amount Balance Report

Estimate: 4

Abonmarche Consultants, Inc.

FieldManager 5.3c

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity this Estimate	Qty. Paid to Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amount Paid to Date
Guardrail Approach Terminal 2B	8076042	0C26	18-1481	001	2.000		2.000	2.000	100%	\$2,275.00	\$4,550.00
Guardrail Departing Terminal B	8076050	0C27	18-1481	001	2.000		2.000	2.000	100%	\$500.00	\$1,000.00
Slope Paving Concrete Removal	7137011	0C28	18-1481	001	46.300		35.700	85.700	136%	\$100.00	\$8,570.00
Slope Paving Concrete Panel	7137011	0C29	18-1481	001	46.300		125.700	125.700	273%	\$100.00	\$12,570.00
Repair Slope Paving	7137011	0C30	18-1481	001	8.300		0.000			\$200.00	
Piprap, Heavy	8136005	0C31	18-1481	001	100.000		100.000	100.000	100%	\$210.00	\$21,000.00
Bridge Railing Parapet Post, Hand Chip	7107020	0C32	18-1481	001	10.300		2.600	2.600	26%	\$250.00	\$650.00
Bridge Railing Parapet Post, Patching Conc.	7107020	0C33	18-1481	001	10.300		2.600	2.600	26%	\$250.00	\$650.00
_Tree Clearing	2047051	0C34	18-1481	001	1.000		1.000	1.000	100%	\$9,400.00	\$9,400.00
Total Amount Paid This Estimate:											<u>\$22,488.00</u>
Total Amount Paid To Date:											<u>\$451,710.98</u>



**Grand River Construction,
Inc.**
PO Box 323
5025 40th Avenue
Hudsonville, MI 49426
(616) 669-5611 Phone
(616) 669-3466 Fax

INVOICE NO
8321

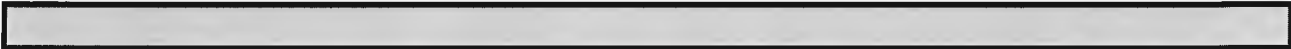
DATE
JULY 23 / 2020

CITY OF NEW BUFFALO
224 W. BUFFALO STREET
NEW BUFFALO, MI 49117

OUR REF: CITYN01
YOUR REF: 1869-18

SHIP TO:

DESCRIPTION	TOTAL
LOCATION: WHITTAKER STREET NEW BUFFALO, MI 18-1481	
CONTRACT DATED JUNE 24, 2019	
DESCRIPTION: WHITTAKER STREET BRIDGE REHABILITATION	
ORIGINAL CONTRACT AMOUNT	\$469,972.00
NET CHANGE BY CHANGE ORDERS	<u>(8,261.02)</u>
CONTRACT AMOUNT TO DATE	461,710.98
TOTAL COMPLETED AND STORED TO DATE	461,710.98
LESS RETAINAGE	0.00
LESS PREVIOUS APPLICATION FOR PAYMENT	<u>439,222.98</u>
CURRENT PAYMENT DUE	<u><u>\$22,488.00</u></u>



REQUEST FOR PAYMENT

From: Grand River Construction
5025 40th Ave.
Hudsonville, MI 49426

To: CITY OF NEW BUFFALO
224 W BUFFALO STREET
NEW BUFFALO, MI 49117

Invoice: 8321
Draw: 4
Invoice date: 7/23/2020
Period ending date: 7/31/2020

Contract For:

Request for payment:

Original contract amount	\$469,972.00	
Approved changes	-\$8,261.02	
Revised contract amount		\$461,710.98
Contract completed to date		\$461,710.98
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$0.00	
Total completed less retainage		\$461,710.98
Less previous requests	\$439,222.98	
Current request for payment		\$22,488.00
Current billing		\$22,488.00
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$0.00	
Current amount due		\$22,488.00
Remaining contract to bill	\$0.00	

Project: 1869-18
MDOT- Whittaker St New Buffalo

Contract date: 6/24/2019

Architect:

Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	33,177.38	-41,386.40
Total approved this Month		-52.00
TOTALS	33,177.38	-41,438.40
NET CHANGES by Change Order		-8,261.02

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the CITY OF NEW BUFFALO relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Grand River Construction

State Of **Michigan** County Of **Ottawa**

By: Mary Bradley Digitally signed by Mary Bradley
Date: 2020.07.23 13:55:56 -04'00'

Subscribed and sworn to before me this 23rd day of July, 2020

Date: _____

Notary Public **Kris Nessner** Digitally signed by Kris
Nessner
Date: 2020.07.24 08:25:38
-04'00'
My commission expires: **07/16/2025**

KRISTI NESSNER
Notary Public, Ottawa County, MI
My Commission Expires 07/16/25
Acting in the county of _____

REQUEST FOR PAYMENT DETAIL

Project: 1869-18 / MDOT- Whittaker St New Buffalo

Invoice: 8321

Draw: 4

Period Ending Date: 7/31/2020

Detail Page 2 of 3 Pages

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT		TOTAL TO DATE		Units to Finish
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
80010-00	Mobilization	LSUM	1.00	80,000.00	80,000.00	0.25	20,000.00	1.00	80,000.00	
80020-00	Maintenance of Traffic	LSUM	1.00	67,542.00	67,542.00			1.00	67,542.00	
80030-00	Clearing (Vegetation)	SYD	78.00	160.00	12,480.00			78.00	12,480.00	
80040-00	Handrail sleeve	EA	4.00	500.00	2,000.00			4.00	2,000.00	
80050-00	Substructure Conc, w/ mesh	CFT	110.00	500.00	55,000.00			110.00	55,000.00	
80060-00	Hand chipping, other than deck	CFT	22.80	400.00	9,120.00			22.80	9,120.00	
80070-00	Patching Conc	CFT	22.80	300.00	6,840.00			22.80	6,840.00	
80080-00	Concrete Surface Coating	SYD	86.00	40.00	3,440.00			86.00	3,440.00	
80090-00	Pressure Injection, crack seal	FT		300.00	0.00					
80100-00	Sika Wrap Hex 103C-2X	EA	1.00	16,000.00	16,000.00			1.00	16,000.00	
80110-00	Conc Remove	svd	55.00	50.00	2,750.00			55.00	2,750.00	
80120-00	Sidewalk Conc, 4 inch	svd	34.00	60.00	2,040.00			34.00	2,040.00	
80130-00	Curb Conc	ft		40.00	0.00					
80140-00	Curb and Gutter, Conc, Det. C6	FT	60.00	60.00	3,600.00			60.00	3,600.00	
80150-00	Hand Chipping , Top deck	CFT	6.80	200.00	1,360.00			6.80	1,360.00	
80160-00	Conc Patching Top Deck	CFT	6.80	200.00	1,360.00			6.80	1,360.00	
80170-00	Cold Milling HMA Surface	SYD	1,851.67	20.00	37,033.40			1,851.67	37,033.40	
80180-00	HMA, 4E3 Leveling Course	TON	130.30	112.00	14,593.60			130.30	14,593.60	
80190-00	HMA, 5E3 Top Course	TON	190.53	116.00	22,101.48			190.53	22,101.48	
80200-00	Perform Waterproof Membrane	SFT	5,545.00	5.00	27,725.00			5,545.00	27,725.00	
80210-00	Expansion Joint Device	FT	37.00	500.00	18,500.00			37.00	18,500.00	
80220-00	PM, Themopl, 4", Yellow	FT	1,244.00	2.00	2,488.00	1,244.00	2,488.00	1,244.00	2,488.00	
80230-00	Guardrail Remove	FT	689.50	5.00	3,447.50			689.50	3,447.50	
80240-00	GR Type B	FT	375.00	20.00	7,500.00			375.00	7,500.00	
80250-00	GR Anch. Bridge Detail T- 3	EA	4.00	1,600.00	6,400.00			4.00	6,400.00	
80260-00	GR Approach Terminal Type 2B	EA	2.00	2,275.00	4,550.00			2.00	4,550.00	
80270-00	GR Dep. Terminal Type B	EA	2.00	500.00	1,000.00			2.00	1,000.00	
80280-00	Slope Paving Conc Removal	SYD	85.70	100.00	8,570.00			85.70	8,570.00	
80290-00	Slope Paving Conc Panel	SYD	125.70	100.00	12,570.00			125.70	12,570.00	
80300-00	Repair Slope Paving Settled	SYD		200.00	0.00					
80310-00	Rip Rap Heavy	SYD	100.00	210.00	21,000.00			100.00	21,000.00	
80320-00	Bridge Rail Parapet, Chipping	CFT	2.60	250.00	650.00			2.60	650.00	
80330-00	Bridge Rail Parapet, Patching	CFT	2.60	250.00	650.00			2.60	650.00	

REQUEST FOR PAYMENT DETAIL

Project: 1869-18 / MDOT- Whittaker St New Buffalo

Invoice: 8321

Draw: 4

Period Ending Date: 7/31/2020

Detail Page 3 of 3 Pages

Item ID	Description	CONTRACTED			CURRENT		TOTAL TO DATE		Units to Finish
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	

80340-00	Tree Clearing, Extra		1.00	9,400.00	9,400.00			1.00	9,400.00	
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Totals				461,710.98		22,488.00		461,710.98	
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**Grand River Construction,
Inc.**
PO Box 323
5025 40th Avenue
Hudsonville, MI 49426

PARTIAL CONDITIONAL WAIVER

Subcontractor Name GRAND RIVER CONSTRUCTION, INC
Project No. 1869-18

I/we have a Contract with CITY OF NEW BUFFALO to provide
LABOR, MATERIAL AND EQUIPMENT

for the improvement to the property described as WHITTAKER STREET BRIDGE REHABILITATION
NEW BUFFALO, MI

and hereby waive my/our construction lien to the amount of \$ 22,488.00
for labor/materials provided through 31-Jul-20
Date

This waiver, together with all previous waivers, if any (circle one) **DOES** DOES NOT cover all
amounts due to me/us for contract improvement provided through the date shown above and
is conditioned on actual payment of the amount shown above.

STATEMENT

1. Total contract price (as adjusted to date)	461,710.98
2. Amount paid pursuant to previous waivers	439,222.98
3. Amount paid pursuant to this waiver	22,488.00
4. Amount remaining unpaid under contract	0.00

Mary Bradley

Digitally signed by Mary Bradley
Date: 2020.07.23 13:49:11
-04'00'

(Signature of Lien Claimant)

Grand River Construction, Inc
(Name of Lien Claimant)

Signed on: 23-Jul-20
(Date)

Address: PO Box 323
Hudsonville, MI 49426

Telephone: 616-669-5611

SWORN STATEMENT

STATE OF MICHIGAN }
COUNTY OF OTTAWA }

Mary Bradley being duly sworn, deposes and says that Grand River Construction, Inc is the contractor/ subcontractor for an improvement to the following described real property situated in Berrien County, Michigan described as WHITTAKER STREET BRIDGE REHABILITATION NEW BUFFALO, MI (Insert legal description of property)

That the following is a statement of each subcontractor and supplier and laborer, for which labor the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor/subcontractor has contracted/subcontracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Table with 8 columns: Name of Subcontractor, Supplier or Laborer; Type of Improvement Furnished; Total Contract Price; Amount Already Paid; Amount Currently Owing; Balance to Complete (Optional); Amount of Labor Wages Due but Unpaid; Amount of Laborer Fringe Benefits and Withholdings Due but Unpaid. Rows include GIVE EM A BRAKE, PK CONTRACTING, DALE DUKES SONS, RIETH-RILEY CONST., SMITH'S WATERPRO., C & A ARBORISTS, INC, and a summary row: ALL LABOR AND FRINGE BENEFITS ARE PAID IN FULL.

(Some Columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the contractor / subcontractor or as

contractor/subcontractor for the purpose of representing to the owner or lessee of the above -described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above, and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act No. 497 of the Public Acts of 1980 as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE - DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING, OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE OF THE DESIGNEE IS NOT NAMED OR HAD DIED.

Mary Bradley Digitally signed by Mary Bradley Date: 2020.07.23 14:30:25 -04'00'

(Deponent)

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD , GIVES A FALSE SWORN STATEMENT, IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPLIED LAWS.

Subscribed and sworn to before me this 23RD day of JULY 2020

Notary Public Kris Nessner Digitally signed by Kris Nessner Date: 2020.07.24 08:26:18 -04'00' County, Michigan

KRISTI NESSNER Notary Public, Ottawa County, MI My Commission Expires 07/16/25 Acting in the county of

My Commission Expires: 7/16/2025



MANAGER'S REPORT

August 17, 2020

AGENDA ITEM: NIES Engineering Engagement Letter

SUMMARY: The City's Water Department is proposing to engage NIES Engineering to conduct a "Reliability" study that analyzes the City's water system under normal use and compares the flows to emergency situations. This study is required by the State of Michigan every 5 years and NIES has experience with our water system since the early 90's and has completed this study in the past. The study must be completed by December 31, 2020.

COST: Not to exceed \$45,000.00

BUDGETED: Yes No NA

RECOMMENDATION: Approve the Engagement Letter from NIES to conduct the required reliability study of our water system.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "D Richards", written over a horizontal line.

David Richards, City Manager



To: Honorable Mayor and City Council Members

From: Ken Anderson - Water Superintendent

Date: August 11th, 2020

Re: Proposal for Updated Reliability Study and General Plan including
Hydraulic Network Analysis(HNA)

We are requesting your consideration and approval of the above referenced proposal from NIES Engineering for an amount not to exceed \$45,000.00. This study was mandated in our 2019 Sanitary Survey conducted by EGLE. The updated study is required to be completed and submitted to EGLE by December 31st, 2020.

Since the early 1990's, NIES Engineering has been the Water Department's Engineer of Record and has designed and engineered most of the Department's projects, as such, NIES has a majority of the necessary information needed to update our Reliability Study, General Plan and HNA.

Your timely consideration of this request is greatly appreciated.

Kind regards,

A handwritten signature in blue ink that reads "Ken Anderson".

Ken Anderson
Water Superintendent

July 24, 2020

Mr. Kenneth A. Anderson
Water Superintendent
City of New Buffalo
224 W. Buffalo Street
New Buffalo, MI 49117

RE: Proposal for Professional Engineering Services
2020 Update to Reliability Study / General Plan, Including New Hydraulic Model

Dear Mr. Anderson:

Thank you for the opportunity to present this proposal to provide professional engineering services for the preparation of an updated Reliability Study & General Plan for New Buffalo's Public Water Supply. Pursuant to a recommendation from EGLE included in New Buffalo's most recent 2019 Sanitary Survey, the update to the Reliability Study & General Plan would also need to include a complete hydraulic model of New Buffalo's water system.

Our proposal is based on providing engineering services to update the Reliability Study & General Plan and include new 5-year and 20-year project planning with associated exhibits. Our proposal also includes the creation a new hydraulic model of New Buffalo's water system. The new model would be built using a combination of pipe/valve/hydrant data from the City's GIS, prior city-wide field survey information for elevations of pipe/valve/hydrant features, data from the 2013 water system atlas and data from recent water replacement project completed since 2015. Our intent would be to finalize a dataset that would be consistent among the GIS, General Plan, and the Water System Atlas. We propose to provide these engineering services for a not-to-exceed fee of \$45,000.00. We are available to start work immediately upon your authorization.

Billings will not exceed the budget without your prior authorization. We propose to provide engineering services based on billing rates presented in the attached Table 1. Direct expenses such as reproduction and similar items will be billed at actual cost. Mileage will be billed at the current IRS approved rate. The attached "Standard Conditions for Professional Engineering Services" is made part of our proposal.

Again, thank you for the opportunity to present this proposal. Your signature below and return of one (1) copy of this proposal to this office will constitute your acceptance and our notice to proceed.

Yours very truly,
NIES Engineering, Inc.



Derek R. Snyder, P.E.
Principal

CITY OF NEW BUFFALO, MICHIGAN

Accepted By: _____

Date: _____

mail@niesengineering.com
♦
www.niesengineering.com

Table 1**2020 NIES Engineering Personnel Hourly Rates**

Classification	Hourly Rate	
	Regular	Overtime
Intern	\$38.00	\$45.00
Clerical	\$51.00	\$60.00
Senior Clerical	\$56.00	\$65.00
Administrative Assistant	\$65.00	\$76.00
Senior Administrative Assistant	\$75.00	\$88.00
Technician Level 1	\$63.00	\$74.00
Technician Level 2	\$75.00	\$88.00
Technician Level 3	\$87.00	\$102.00
Technician Level 4	\$98.00	\$115.00
Technician Level 5	\$105.00	\$123.00
Technician Level 6	\$115.00	\$135.00
Engineer Level 1	\$85.00	\$100.00
Engineer Level 2	\$100.00	\$117.00
Engineer Level 3	\$118.00	\$118.00
Engineer Level 4	\$130.00	\$130.00
Engineer Level 5	\$145.00	\$145.00
Project Manager	\$125.00	\$125.00
Senior Project Manager	\$196.00	\$196.00
Principal Level 1	\$142.00	\$142.00
Principal Level 2	\$146.00	\$146.00
Senior Principal	\$198.00	\$198.00

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

The term "NIES Engineering" used in these terms and conditions is defined as: NIES Engineering, Incorporated of 2421 173rd Street, Hammond, Indiana 46323; its officers, partners, employees, sub-consultants and sub-contractors.

1. REIMBURSABLE EXPENSES:

- 1.1. Reimbursable expenses are defined as follows and shall be invoiced at direct cost:
 - Reproduction of documents.
 - Shipping and mailing expenses.
 - Any other disbursements, application fees, etc., made on behalf of the Owner.

2. INDEMNIFICATION:

- 2.1. The OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of delays in NIES Engineering's performance resulting from events beyond the NIES Engineering's control.
- 2.2. Whereas construction job-site safety conditions are the sole responsibility of the Construction Contractor, the OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of claims related to Construction job-site safety.
- 2.3. The OWNER agrees to stipulate within the Contract Documents that the Contractor shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the Owner's agents, and NIES Engineering as additional insureds.
- 2.4. It is understood and agreed that if NIES Engineering's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, that such services will be provided for by the Client. If said services are provided for by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against NIES Engineering that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold NIES Engineering harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of NIES Engineering.

3. TERMINATION:

- 3.1. This agreement between OWNER and NIES Engineering may be terminated by either party upon seven days, written notice in the event of substantial failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
- 3.2. If this agreement is terminated during the course of performance of the services, NIES Engineering shall be paid for the services performed during the period prior to the effective date of termination of the agreement.
- 3.3. If, prior to termination of this agreement, any services designed or specified by NIES Engineering during any phase of the service is suspended in whole or in part for more than three months or abandoned after written notice from the OWNER, NIES Engineering shall be paid for such services performed prior to receipt of such notice.

4. BILLING/PAYMENTS:

- 4.1. NIES Engineering reserves the right to adjust billing rates periodically as salary rates are adjusted and to use the most up-to-date billing rates in preparing project invoicing.

5. REUSE OF DOCUMENTS:

- 5.1. All reports, schedules, drawings, specifications of services of NIES Engineering for this project are instruments of services for this project only and shall remain the property of NIES Engineering until the OWNER has compensated NIES Engineering in full for services rendered pursuant to the AGREEMENT. Upon final payment for services and for each separately accepted and authorized proposal for additional services, ownership of instruments of service shall be vested in the OWNER. NIES Engineering, however, may retain record copies of all such instruments of service and may use such for NIES Engineering's exclusive purposes.
- 5.2. Any reuse of reports, schedules, drawings, specifications of services of NIES Engineering for this project without written verification or adaptation by NIES Engineering for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to NIES Engineering, or to NIES Engineering 's independent professional associates or consultants, and OWNER shall indemnify and hold harmless NIES Engineering and NIES Engineering 's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle NIES Engineering to further compensation at rates to be agreed upon by OWNER and NIES Engineering.

6. OPINIONS OF PROJECT COST, CONSTRUCTION AND OPERATION AND MAINTENANCE:

- 6.1. Since NIES Engineering has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, NIES Engineering's opinions of probable Construction Cost are to be made on the basis of NIES Engineering's experience and qualifications and represent NIES Engineering's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but NIES Engineering cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by NIES Engineering. Similarly, opinions of Project Cost and Annual Operation and Maintenance Cost cannot be guaranteed because they depend upon numerous factors beyond NIES Engineering's control.

7. MEDIATION:

- 7.1. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8. FIDUCIARY RESPONSIBILITY:

- 8.1. CLIENT confirms that NIES Engineering has not offered any fiduciary service to client and no fiduciary responsibility shall be owed to client by NIES Engineering as a consequence of NIES Engineering's entering into this agreement with client.

9. HAZARDOUS MATERIALS:

- 9.1. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as such of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- 9.2. Both parties acknowledge that the NIES Engineering's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event NIES Engineering or any other party encounters any hazardous or toxic materials, or should it become known to NIES Engineering that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of NIES Engineering's services, NIES Engineering may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate engineers or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- 9.3. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent by law, to indemnify and hold harmless NIES Engineering from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of NIES Engineering.

10. CONSEQUENTIAL DAMAGES

- 10.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner or NIES Engineering, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and NIES Engineering shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11. SEVERABILITY:

- 11.1. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions or portions thereof shall nevertheless be and remain in full force and effect.



MANAGER'S REPORT

August 17, 2020

AGENDA ITEM: Water Department Chemical Blanket Purchase Order

SUMMARY: The City's Water Department along with the Treasurer are proposing to create a blanket purchase order of \$18,000 with Alexander Chemical Corporation to facilitate the purchase order process. The arrangement will save time and effort in the routine purchase of chemicals normally used in the water making process: chlorine gas, fluoride, and aluminum sulfate. Rather than requiring many smaller P/O's, the blanket P/O will allow the purchase of up to \$18,000 in chemicals in a line item of \$25,000.00.

COST: Not to exceed \$18,000.00

BUDGETED: Yes No NA

RECOMMENDATION: Approve the Blanket Water Chemical purchase order with Alexander Chemical Corporation not to exceed \$18,000

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Richards", is written over a horizontal line.

David Richards, City Manager



To: Honorable Mayor and City Council Members

From: Ken Anderson - Water Superintendent

Date: August 11th, 2020

Re: Water Fund Account 591-536.753.000

After having some discussion with our City Treasurer Kate, we are requesting that the City issue a blanket purchase order for fiscal year 2020-2021 to Alexander Chemical Corporation for an amount not to exceed \$18,000.00.

We have \$25,000.00 budgeted for the above-mentioned fiscal year. Alexander Chemical Corporation is our process chemical supplier and company of record who we utilize in case of a chemical spill or leak at the Water Filtration Plant.

Your consideration in this matter is greatly appreciated.

Kind regards,

A handwritten signature in black ink that reads "Ken Anderson".

Ken Anderson
Water Superintendent